

WHEN RECORDED MAIL TO:

Buttrey Food and Drug Company
Post Office Box 5008
Great Falls, MT 59403

Attn: H.N. Dusenberry

ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST IN LEASE

THIS ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST IN LEASE is entered as of October 31, 1990, by and between JEWEL FOOD STORES, INC., a New York corporation (successor to Buttrey Food Stores Division, Jewel Companies, Inc.), hereinafter referred to as "Assignor," and SKAGGS ALPHA BETA, INC., a Delaware corporation, hereinafter referred to as "Assignee".

RECITALS

1.1 Assignor entered into that certain lease (the "Lease") described in Exhibit "B" attached hereto for that certain real property (or portion thereof) situated in the City of Sheridan, County of Sheridan, State of Wyoming, more particularly described in Exhibit "A" attached hereto.

1.2 The parties hereto desire to effect an assignment to, and an assumption by, Assignee of Assignor's leasehold interest as tenant under the Lease as provided hereinafter.

PROVISIONS

2.1 For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor herewith assigns, transfers and conveys as of the date hereof all of its right, title and interest as tenant under the Lease to Assignee, and herewith delegate all of its duties and obligations thereunder to Assignee.

2.2 Assignee hereby accepts said assignment as of the date hereof and expressly assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Assignor as tenant under the Lease, whether fixed or

(Store No. 3857)

contingent, including without limitation the making of all payments due to the landlord under the Lease when due and payable.

2.3 Each and all of the covenants, terms, agreements and obligations of this ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST IN LEASE shall be effective as of the date hereof.

2.4 Should either party hereto institute any action or proceeding to enforce this instrument or any provision hereof, or for damages by reason of any alleged breach of this instrument or of any provision hereof, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

2.5 Each and all of the covenants, terms, agreements and obligations hereof shall extend to and bind and inure to the benefit of the successors and assigns of the Assignor and of the Assignee.

IN WITNESS WHEREOF, the parties have executed this ASSIGNMENT AND ASSUMPTION OF TENANT'S INTEREST IN LEASE as of the date first written above.

JEWEL FOOD STORES, INC., a
New York corporation

By: [Signature]
Its: Vice President

By: [Signature]
Its: Assistant Secretary

"Assignor"

SKAGS ALPHA BETA, INC., a
Delaware corporation

By: [Signature]
Its: Vice President

By: [Signature]
Its: Assistant Secretary

"Assignee"

Corporate Seal

Seal not available

44174

EXHIBIT "A"

LEGAL DESCRIPTION

That portion of the following described land which is included within the leased premises as set out in the lease executed by Sugarland, Inc., a Wyoming corporation lessor and Buttrey Food Stores, Division Jewel Companies, Inc., a New York corporation lessee recorded April 25, 1979 in Book 239 page 448.
Lot 2, Block 1, Replat of Sugarland South, an Addition to the City of Sheridan, Sheridan County, Wyoming, as recorded December 2 1981 in Book 1 of Plats, Page 321 as Instrument No. 831010.

That certain lease, made as of June 26, 1978, by and between Sugarland, Inc., a Wyoming corporation, predecessor in interest to Sugar Land Development Company, a partnership, and Buttreys Food Stores, Division Jewel Companies, Inc., a New York corporation, as amended by a First Amendment of Lease, made and entered into February 27, 1979.

DESCRIPTION OF LEASE

EXHIBIT "B"

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On October 31, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent T. Anderson and J. Greg Spencer, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the Vice President, and Assistant Secretary, respectively, of Jewel Food Stores, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

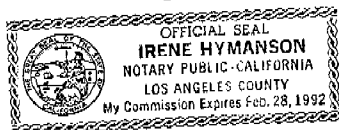


Irene Hymanson

STATE OF CALIFORNIA)
) ss.
 COUNTY OF LOS ANGELES)

On October 31, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared Kent T. Anderson and J. Greg Spencer, personally known to me or proved to me on the basis of satisfactory evidence to be the persons who executed the within instrument as the Vice President, and Assistant Secretary, respectively, of Skaggs Alpha Beta, Inc., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



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Irene Hymanson