

WHEN RECORDED RETURN TO:

New Albertson's, Inc.  
Attn: Jared Sommer, Legal Dept.  
Box 20  
Boise, ID 83726

598256 ASSIGNMENT  
BOOK 492 PAGE 0738  
RECORDED 01/28/2008 AT 10:00 AM  
AUDREY KOLTISKA, SHERIDAN COUNTY CLERK

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**Assignment and Assumption Agreement for Store Lease  
(Store #832)**

This Assignment and Assumption Agreement for Store Lease ("**Assignment**") is made this 28<sup>th</sup> day of January, 2008, between Albertson's LLC, a Delaware limited liability company ("**Seller**"), successor by corporate conversion to Albertson's, Inc., a Delaware corporation, and New Albertson's, Inc., a Delaware corporation ("**Buyer**").

**WITNESSETH:**

Whereas, Buttrey Food Stores, Division Jewel Companies, Inc., a New York corporation, as tenant, entered into a Lease dated June 26, 1978 with Sugarland, Inc., a Wyoming corporation, as landlord. A Memorandum of Lease was recorded April 25, 1979 in Book 239 of Deeds, Page 448, Sheridan County, Wyoming. Jewel Food Stores, Inc., a New York corporation (successor to Buttrey Food Stores, Division Jewel Companies, Inc.) subsequently assigned its leasehold interest to Skaggs Alpha Beta, Inc. pursuant to an assignment recorded November 20, 1990 in Book 338 of Deeds, Page 116, Sheridan County, Wyoming, and Skaggs Alpha Beta, Inc. subsequently assigned its leasehold interest to Buttrey Food and Drug Company, a Delaware corporation, pursuant to an assignment recorded November 20, 1990 in Book 338 of Deeds, Page 121, Sheridan County, Wyoming. Buttrey Food and Drug Company merged into Buttrey Food

**NCS-2200-832-MPLS (JF)**

and Drug Stores Company, a Delaware corporation, on April 29, 1999, which in turn merged into Albertson's, Inc., a Delaware corporation, on April 30, 1999.

Whereas, Seller is a tenant of premises at 1865 Coffeen Avenue, City of Sheridan, County of Sheridan, State of Wyoming, pursuant to the lease (the "**Lease**") identified on **Exhibit 1** attached hereto. The premises which are the subject of the Lease are located on a portion of the real property more fully described on **Exhibit 2** attached hereto. As used herein, the term "**Lease**" shall mean and include the Lease and all amendments, modifications and supplements thereto, all as more fully described on **Exhibit 1** attached hereto; and

Whereas, this Assignment is executed and delivered pursuant to the terms of that certain Asset Purchase Agreement dated December 6, 2007, as amended ("**APA**"), by and among Seller, the other parties named therein as Sellers, and Buyer and the other parties named therein as Buyer; and

Whereas, Seller desires to assign the Lease to Buyer, and Buyer desires that the Lease be assigned to it and to assume the obligations of the tenant under the Lease.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective on the Effective Date (hereinafter defined) Seller hereby assigns the Lease, and all its right, title and interest therein, to Buyer, and Buyer hereby assumes and agrees to pay when due all sums payable under the Lease and further agrees to be bound at all times hereafter by all terms, conditions and provisions of the Lease and to perform and discharge all of Seller's obligations as tenant under the Lease arising from and after the Effective Date.

Buyer agrees to and does hereby indemnify, defend and hold harmless Seller, its Affiliates and Seller's and its Affiliates' respective officers, directors, shareholders, trustees, members, partners, limited partners, agents and employees (including, without limitation, their accountants, advisors and attorneys), successors and assigns, from and against any and all liabilities, obligations, damages, losses, claims, costs, expenses, actions and causes of action (including, without limitation, attorneys' fees and the reasonable cost of investigation) of any kind, fixed or contingent, known or unknown, incurred by or asserted against Seller, its successors and assigns, accruing under the Lease or arising from or pertaining to Buyer's use, non-use, operation or occupation of the premises on or subsequent to the Effective Date. Buyer shall not be released from any of its obligations under the Lease or this Assignment by the subsequent assignment of the Lease or the subsequent subletting of all or any portion of the premises.

Seller agrees to and does hereby indemnify, defend and hold harmless Buyer, its Affiliates and Buyer's and its Affiliates' respective officers, directors, shareholders, trustees, members, partners, limited partners, agents and employees (including, without limitation, their accountants, advisors and attorneys), successors and assigns, from and against any and all liabilities, obligations, damages, losses, claims, costs, expenses, actions and causes of action (including, without limitation, attorneys' fees and the reasonable cost of investigation) of any kind, fixed or contingent, known or unknown, incurred by or asserted against Buyer, its successors and assigns, accruing under the Lease or arising from or pertaining to Seller's use, non-use, operation or occupation of the premises prior to the Effective Date.

OTHER THAN AS EXPRESSLY SET FORTH IN THIS ASSIGNMENT OR THE APA, (I) NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY SELLER

CONCERNING THE LEASE OR THE LAND, BUILDING, FIXTURES OR OTHER IMPROVEMENTS SUBJECT TO THE LEASE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR QUALITY AND (II) THE LEASE, AND THE LAND, BUILDINGS, FIXTURES AND OTHER IMPROVEMENTS WHICH ARE THE SUBJECT OF THE LEASE, ARE BEING TRANSFERRED TO BUYER IN AN "AS IS, WHERE IS" CONDITION AND IN THEIR THEN CONDITION, "WITH ALL FAULTS", INCLUDING, BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS, AND BUYER SHALL RELY UPON ITS OWN EXAMINATION THEREOF.


This Assignment may be executed in counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document. Unless a different meaning is specifically set forth herein, all of the capitalized terms set forth in this Assignment shall have the same meanings ascribed to such terms in the APA.

As used herein, the term "Effective Date" shall mean, refer to and include the date of Closing established pursuant to the APA.

IN WITNESS WHEREOF, this Assignment has been executed as of the day and year set forth above.

"SELLER"

Albertson's LLC,  
a Delaware limited liability company

By:   
Name: Paul G. Rowan  
Title: Senior Vice President, General Counsel

*Remaining signatures appear on next page*

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"BUYER"

New Albertson's, Inc.,  
a Delaware corporation

By: 

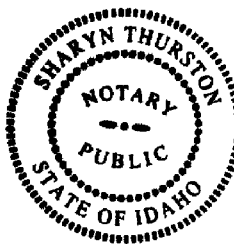
Name: John P. Breedlove

Title: Vice President

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

I certify that I know or have satisfactory evidence that Paul G. Rowan signed this instrument, on oath stated that he was authorized to execute the instrument as the Senior Vice President, General Counsel of Albertson's LLC, a Delaware limited liability company, and acknowledged it to be the free and voluntary act and deed of said limited liability company, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on January 18, 2008.



Sharyn Thurston  
(Signature of Notary)

Sharyn Thurston  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Idaho  
My Appointment Expires: 8-16-13

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STATE OF MINNESOTA )  
                                  ) ss.  
COUNTY OF HENNEPIN )

I certify that I know or have satisfactory evidence that John P. Breedlove signed this instrument, on oath stated that he was authorized to execute the instrument as the Vice President of New Albertson's, Inc., a Delaware corporation, and acknowledged it to be the free and voluntary act and deed of said corporation, for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed on Jan. 21, 2008.

(Signature of Notary)



YANT T. NGUYEN  
Notary Public  
State of Minnesota  
My Commission Expires  
January 31, 2009

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Minnesota  
My Appointment Expires: Jan. 31, 2009

EXHIBIT 1

to

Assignment and Assumption Agreement for Store Lease

Description of Lease

1. Lease dated June 26, 1978;
2. Memorandum of Lease dated June 26, 1978, recorded April 25 1979 in Book 239, Page 448, Official Records of Sheridan County, Wyoming;
3. First Amendment to Lease dated February 27, 1979;
4. Letter agreement dated February 28, 1979 regarding term and rent commencement;
5. Assignment dated April 27, 1979 from Sugarland, Inc. to Landlord;
6. Assignment dated June 16, 1979 from Landlord to New York Life Insurance Company;
7. Assignment and Assumption of Lease dated May 4, 1986 from Buttrey Food Stores Division, Jewel Companies, Inc. to Skaggs Alpha Beta, Inc.;
8. Letter dated October 13, 1988 regarding relocation of Sugarland Village sign;
9. Letter dated November 20, 1998 exercising the first option;
10. Assignment and Assumption of Tenant's Interest in Lease dated October 31, 1990 from Jewel Food Stores, Inc., to Skaggs Alpha Beta, Inc., recorded November 20, 1990 in Book 338, Page 116, Official Records of Sheridan County, Wyoming;
11. Assignment and Assumption of Tenant's Interest in Lease dated October 31, 1990 from Skaggs Alpha Beta, Inc., to Buttrey Food and Drug Company, recorded November 20, 1990 in Book 338, Page 121, Official Records of Sheridan County, Wyoming;
12. Ratification of Lease dated November 2, 1990, recorded November 20, 1990 in Book 338, Page 112, Official Records of Sheridan County, Wyoming;
13. Second Amendment to Lease dated October 4, 1993
14. Letter agreement dated November 4, 2003 extending the option exercise date;
15. Letter dated December 2, 2003 exercising the second option;
16. Letter dated November 10, 2005 exercising the third option.

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EXHIBIT 2

to

Assignment and Assumption Agreement for Store Lease

Legal Description  
(#832)

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 #831010.