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RICHARD N. TAKECHI, JR.
REGISTER OF DEEDS
DOUGLAS COUNTY, NE

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Box 33

ASSIGNMENT (REAL PROPERTY LEASE)

THIS ASSIGNMENT (REAL PROPERTY LEASE) (herein the "Assignment") is entered into this 24th day of March, 2001, by and among **FLEMING COMPANIES, INC.**, an Oklahoma corporation, and **BAKER'S FOOD GROUP, INC.**, a Nevada corporation (collectively, the "Assignor"), and **DILLON COMPANIES, INC.**, a Kansas corporation ("Assignee").

WITNESSETH:

WHEREAS, under that certain Asset Purchase Agreement dated as of December 8, 2000, by and between Assignor, Assignee and The Kroger Co., an Ohio corporation, parent of Assignee, as amended by a First Amendment to Asset Purchase Agreement, dated as of December 14, 2000 (the "First Amendment"), the Second Amendment to Asset Purchase Agreement, dated as of January 5, 2001 (the "Second Amendment"), the Letter Agreement, dated January 23, 2001 (the "First Letter Agreement"), the Third Amendment to Asset Purchase Agreement, dated as of January 25, 2001 (the "Third Amendment"), the Fourth Amendment to Asset Purchase Agreement dated as of February 15, 2001 (the "Fourth Amendment"), the Letter Agreement, dated March 8, 2001 (the "Second Letter Agreement"), the Fifth Amendment to Asset Purchase Agreement, dated as of March 12, 2001 (the "Fifth Amendment"), and the Letter Agreement dated as of March 15, 2001 (the "Third Letter Agreement"), (collectively, the "Asset Purchase Agreement"), Assignor agreed to assign to Assignee all of Assignor's right, title, and interest in, to and under the Real Property Lease which is more particularly described on Exhibit A attached hereto (the "Real Property Lease") pursuant to which the "lessor" or "landlord" under the Real Property Lease (either, a "Lessor") has leased to Assignor, as the lessee or tenant, a portion of the real property more particularly described on Exhibit B attached hereto; and

WHEREAS, Assignee agreed to accept, assume, and perform Assignor's obligations under the Real Property Lease accruing after the date hereof; and

WHEREAS, a Memorandum of Lease has been recorded in the Clerk's Office of DOUGLASS, in Deed Book _____, Page _____, evidencing that certain Real Property Lease, as more particularly described therein and amended from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in, to, and under the Real Property Lease. Further, Assignor and Assignee agree as follows:

1. Acceptance. Assignee hereby accepts, assumes, and agrees to perform all of the obligations of the lessee or tenant under the Real Property Lease accruing from and after the date hereof and to indemnify and hold harmless Assignor from and against any liabilities or obligations under the Real Property Lease with respect to events occurring or liabilities arising from and after the date hereof.

2. Indemnification. Assignor agrees to indemnify and hold harmless Assignee from and against any liabilities or obligations under the Real Property Lease with respect to events occurring or liabilities accruing prior to the date hereof.

3. Notice to and Consent of Lessor. The parties hereto acknowledge that the Real Property Lease may require the giving of notice to and/or the receipt of the consent of the Lessor prior to the assignment of such lease. Accordingly, with respect to such Real Property Lease requiring such notice and/or consent, this Assignment is conditioned upon and shall not be effective for such Real Property Lease until notice to and/or consent of the Lessor has been properly given and/or obtained, as the case may be.

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors in interest and assigns.

5. Complete Agreement. This Assignment, together with the attached exhibits, contains the complete agreement of the parties hereto with reference to the assignment and assumption of the Real Property Lease and supersedes any and all prior written agreements, understandings or representations, written or verbal.

6. Applicable Law. This Assignment is executed pursuant to the law of the State of Nebraska, and all interpretations shall be under and pursuant to the laws of the State of Nebraska.

7. Amendment. This Assignment may be amended only by a written document signed by Assignor and Assignee.

8. Captions, Exhibits, Gender and Number. The captions appearing in this Assignment are for reference only and shall not be considered a part of this Assignment, or in any way to modify, amend or affect the terms and provisions hereof, the exhibits to this Assignment are incorporated into this Assignment. Unless the context clearly requires otherwise, the singular includes the plural, and vice versa, and the masculine, feminine and neuter adjectives include one another.

9. Severability of Covenants. If any court or other tribunal determines that any provision or cause of this Assignment or any part thereof is invalid or unenforceable, the remainder of this Assignment shall not thereby be affected and shall be given full force and effect, without regard to the invalid portions.

10. Counterparts. This Assignment may be executed by the parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

This Assignment is made pursuant and subject to the Asset Purchase Agreement and incorporates herein all of the terms and conditions thereof.

EXECUTED AND DELIVERED the day and year first above written.

“Assignee”

DILLON COMPANIES, INC., a Kansas corporation

By _____
Paul W. Heldman, Vice President

“Assignor”

FLEMING COMPANIES, INC. an Oklahoma corporation

By _____
Neal J. Rider, Executive Vice President and Chief Financial Officer

BAKER'S FOOD GROUP, INC., a Nevada corporation

By _____
Louis F. Moore
Louis F. Moore, Vice President

STATE OF _____)
)
COUNTY OF _____)

ss.

This instrument was acknowledged before me on _____, 2001, by Paul W. Heldman, as Vice President of DILLON COMPANIES, INC., a Kansas corporation.

(Seal)

Notary Public
My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

ss.

This instrument was acknowledged before me on _____, 2001, by Neal J. Rider, as Vice President and Chief Financial Officer of FLEMING COMPANIES, INC., an Oklahoma corporation.

(Seal)

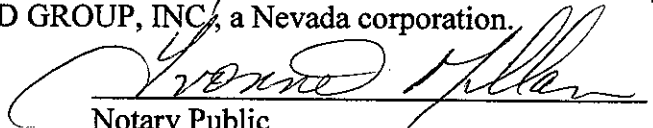
Notary Public
My Commission Expires: _____

STATE OF FLORIDA)
)
COUNTY OF DADE)


ss.

This instrument was acknowledged before me on March 20, 2001, by Louis F. Moore, as Vice President of BAKER'S FOOD GROUP, INC, a Nevada corporation.

(Seal)



Notary Public
My Commission Expires: _____

 Yvonne Millan
My Commission CC742537
Expires May 14, 2002

EXECUTED AND DELIVERED the day and year first above written.


“Assignee”

DILLON COMPANIES, INC., a Kansas corporation

By _____
Paul W. Heldman, Vice President

“Assignor”

FLEMING COMPANIES, INC. an Oklahoma corporation

By _____

William C. Mee, Vice President

BAKER’S FOOD GROUP, INC., a Nevada corporation

By _____
Louis J. Moore, Vice President

STATE OF _____)
)
COUNTY OF _____)

ss.

This instrument was acknowledged before me on _____, 2001, by Paul W. Heldman, as Vice President of DILLON COMPANIES, INC., a Kansas corporation.

(Seal)

Notary Public
My Commission Expires: _____

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA) ss.

This instrument was acknowledged before me on March 23 2001, by William C. Mee, Vice President of FLEMING COMPANIES, INC., an Oklahoma corporation.

(Seal)

**NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS**

STATE OF _____)
)
COUNTY OF _____) ss.

Karen McWilliams
Notary Public
My Commission Expires: 8/6/02

This instrument was acknowledged before me on _____, 2001, by Louis J. Moore, as Vice President of BAKER'S FOOD GROUP, INC., a Nevada corporation.

(Seal)

Notary Public
My Commission Expires: _____

EXECUTED AND DELIVERED the day and year first above written.

"Assignee"

DILLON COMPANIES, INC., a Kansas corporation

By Paul W. Heldman
Paul W. Heldman, Vice President



"Assignor"

FLEMING COMPANIES, INC. an Oklahoma corporation

By _____
Neal J. Rider, Executive Vice President
and Chief Financial Officer

BAKER'S FOOD GROUP, INC., a Nevada corporation

By _____
Louis J. Moore, Vice President

STATE OF OHIO)
))
COUNTY OF HAMILTON))

ss.

This instrument was acknowledged before me on MARCH 22, 2001, by Paul W. Heldman, as Vice President of DILLON COMPANIES, INC., a Kansas corporation.

(Seal)

Nancy White
Notary Public
My Commission Expires: _____

NANCY WHITE
Notary Public - State of Ohio
My Commission Expires Sept. 5, 2005

**NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS**

EXHIBIT A

Real Property Lease

Store No. 15 13250 W. Maple Road, Omaha, NE 68164

- **ECR Declaration**, dated November 20, 1992 by MAPLE JOINT VENTURE.
- **Lease Agreement**, dated February 23, 1993, by and between MAPLE JOINT VENTURE and BAKER'S SUPERMARKETS, INC.
- **Guaranty**, dated March 5, 1993, by FLEMING COMPANIES, INC.
- **Lease Confirmation Letter**, dated May 24, 1994, from PDM, INC. to BAKER'S SUPERMARKETS, INC.
- **First Amendment to Lease**, dated June 8, 1994, by and between MAPLE JOINT VENTURE and BAKER'S SUPERMARKETS, INC.
- **Notice of Merger and Name Change**, dated December 9, 1994 from FLEMING COMPANIES, INC. to MAPLE JOINT VENTURE.
- **Rent Adjustment Letter**, dated January 27, 1999, from PDM, INC. to FLEMING COMPANIES, INC.
- **Lease Modification Agreement**, dated March 26, 2001, by and between PDM, INC. and BAKER'S FOOD GROUP, INC.

Note: Fleming Companies, Inc., an Oklahoma corporation, acquired Baker's Supermarkets, Inc., a Nebraska corporation ("Baker's"), through a merger pursuant to which Baker's merged into Cornhusker Acquisition Corp., a Nebraska corporation, a wholly-owned Fleming subsidiary, which changed its name to Baker's Supermarkets, Inc., a Nebraska corporation. On December 31, 1994, Baker's Supermarkets, Inc., a Nebraska corporation ("Baker's Supermarkets"), merged into Sentry Markets, Inc., a Wisconsin corporation, and changed its name to Fleming Supermarkets, Inc., a Wisconsin corporation ("Fleming Supermarkets"). Fleming Supermarkets merged into Fleming on November 4, 1995. On October 31, 1999 Fleming organized Baker's Food Group, Inc., a Nevada corporation, with all of the former assets of Fleming Supermarkets related to the Baker's (Omaha, Nebraska) stores, subject to the assumed liabilities attendant to such assets.

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EXHIBIT ¹⁷ 8

Lot 2, Hillsborough Replat ¹⁷ II, a Subdivision as surveyed, platted and recorded in Douglas County, Nebraska, being a replatting of Lot 12, Hillsborough Replat I, Douglas County, Nebraska.