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Cover Page

Assignment and Assumption of Lease Agreement

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Nebraska Title Company

14680 West Dodge Road

Omaha, NE 68154

0249596

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ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this “**Assignment**”) is made and entered into as of April 3, 2012 (“**Effective Date**”), by and among BAG ‘N SAVE, INC., a Nebraska corporation, G STREET HEADQUARTERS, L.L.C., a Nebraska limited liability company (collective, “**Assignors**”), and U SAVE FOODS, INC., a Nebraska corporation (“**Assignee**”).

RECITALS:

A. Assignors entered into those certain lease and sublease agreements as identified on the attached Exhibit A (the “**Leases**”), for the lease or sublease as tenant or subtenant, as applicable, of those certain premises located at such locations as identified on Exhibit A, as more particularly set forth in the Leases (“**Premises**”), which Premises are located on real property that is described on the attached Exhibit B.

B. Assignors have agreed to assign the Leases to Assignee, and Assignee has agreed to assume the tenant’s or subtenant’s (as applicable) obligations under the Leases, subject to the terms and conditions of this Assignment.

C. Assignors and affiliates of Assignors entered into an Asset & Real Estate Purchase Agreement (“**Purchase Agreement**”) with Assignee on or about March 2, 2012.

TERMS:

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein contained, and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** Subject in all respects to the terms and conditions of the Purchase Agreement, Assignors hereby assign, transfer, convey and set over to Assignee all of Assignors’ right, title and interest in and to the Leases as of the date of Closing, as defined in the Purchase Agreement.

2. **Assumption.** Subject in all respects to the terms and conditions of the Purchase Agreement, Assignee hereby accepts the assignment of the Leases and agrees to assume, keep, perform and fulfill all liabilities and obligations of Assignors which arise or accrue under the Leases from and after the Closing.

3. **Further Assurance.** Subject to the terms and provisions of the Purchase Agreement, the parties agree and covenant, from time to time on or after the date hereof, upon the reasonable request of the other to execute and deliver to the requesting party such further documents or instruments, and to take such action as may be necessary in order to more effectively evidence and confirm the assignment and assumption of the Assumed Liabilities under the Leases or any specific Assumed Liability under a Lease. The execution and delivery of such additional documents or instruments or the taking of such additional actions shall not affect the validity of this Agreement.

4. **Survival of Purchase Agreement.** This Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties to the Purchase Agreement and their respective heirs, successors and permitted assigns. All representations, warranties, covenants, agreements and obligations contained in the Purchase Agreement shall survive the execution and delivery of this Agreement and shall continue in full force and effect as provided in the Purchase Agreement, including, without limitation the provisions dealing with (i) representation and warranties, (ii) indemnification, (iii) waiver of jury, and (iv) allocations and prorates.

5. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement, and the rules of interpretation set forth in Section 61 of the Purchase Agreement, shall apply to this Agreement.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts taken together shall constitute one and the same instrument.

7. **Modification.** Any amendment or modification to this Agreement must be in writing and signed by all parties; and any purported amendment or modification not both in writing and signed shall be void.

8. **Agreement Integrated with Purchase Agreement.** This Agreement contains the entire understanding of the parties as it pertains to its contents, and – except for the Purchase Agreement -- all prior negotiations, representations, understandings or agreements, whether written or oral, are both merged into this Agreement and have no further force or effect to the extent to which they may conflict with the terms of this Agreement or expand upon them.

9. **Non-Waiver.** Nothing in this Agreement shall be considered waived by either party unless given in writing; and no such written waiver shall be a waiver of any right or past or future (i) default, or (ii) breach; nor shall it be or considered a modification (nor anything else) of any of the terms, provisions or conditions of this Agreement, unless expressly stipulated in the waiver.

10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

11. **Recitals Incorporated.** The recitals to this Agreement are incorporated into and constitute an integral part of this Agreement.

[No further text on this page]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption of Lease Agreement the date first above written.

ASSIGNORS:

BAG 'N SAVE, INC., a Nebraska corporation

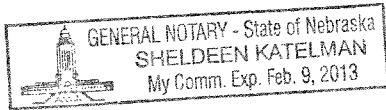
By: Leon Shrago
Leon Shrago, Chairman

G STREET HEADQUARTERS, L.L.C., a Nebraska limited liability company

By: Leon Shrago
Leon Shrago, Member

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

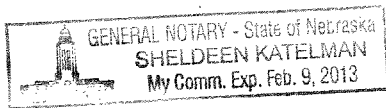
The foregoing instrument was acknowledged before me on Mar. 30, 2012, by Leon Shrago, the Chairman of Bag 'N Save, Inc., a Nebraska corporation, on behalf of the corporation.



Sheldeen Katelman
Notary Public

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me on Mar. 30, 2012, by Leon Shrago, Member of G Street Headquarters, L.L.C., a Nebraska limited liability company, on behalf of the company.



Sheldeen Katelman
Notary Public

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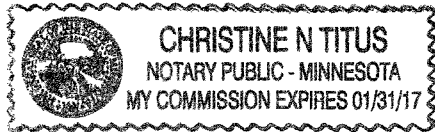
ASSIGNEE:

U SAVE FOODS, INC., a Nebraska corporation

By: Robert B. Dimond
Name: Robert B. Dimond
Its: President & Treasurer

STATE OF MINNESOTA)
)ss.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me on April 2, 2012, by Robert B. Dimond, the President & Treasurer of U Save Foods, Inc., a Nebraska corporation, on behalf of the corporation.



Christine N. Titus
Notary Public

EXHIBIT A

1. Lease Agreement, by and between G Street Headquarters, LLC and Schimberg Co. Nebraska Property, LLC, dated January 20, 2010 (4347 South 96 Street).
2. Lease Agreement, by and between Bag 'N Save, Inc. and N&K Investment Co. and F.F. & N. Investments Co., dated June 13, 1991, as amended (614 South Lincoln, York, Nebraska 68467).
3. Shopping Center Lease, by and between Bag 'N Save, Inc. (successor in interest to Sixth Street Food Stores, Inc. d/b/a U Save Foods) and Walnut Grove Plaza I, LLC (successor in interest to West Bay, Inc.), dated January 15, 1999, as amended (15370 Weir Street).
4. Lease Agreement, by and between Albert L. Feldman and Meyer H. Feldman, Co-Trustees, and Bag 'N Save, Inc., dated March 17, 1994, as amended (5019 Grover Street).

EXHIBIT B

1. 4347 South 96 Street

56-20760

Part of Lots 1 and 2, Koch's Subdivision, an addition to the City of Omaha, Douglas County, Nebraska.

2. 614 South Lincoln (York, Nebraska)

Parcel 1:

Irregular Tract #41 in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 7, Township 10 North, Range 2 West of the 6th P.M., York County, Nebraska, lying West of U.S. Highway #81 right-of-way more particularly described as follows, commencing at the Northwest corner of said Northwest Quarter (NW1/4); thence East (assumed Bearing) 622.07 feet on the North line of said Northwest Quarter (NW1/4); thence south 388.00 feet to the Northwest corner of said irregular tract #41 and the point of beginning; thence North 89 degrees 27 minutes 52 seconds East 466.06 feet on the North line of said Irregular Tract #41 to the West line of U.S. Highway #81 right-of-way; thence Southerly on the West line of U.S. Highway #81 right-of-way on the following described five courses; thence South 15 degrees 34 minutes 38 seconds West 38.90 feet; thence South 73 degrees 49 minutes 11 seconds East 60.00 feet; thence Southwesterly on an 1,854.86 foot radius curve to the right, chord bearing South 19 degrees 56 minutes 37 seconds West, chord distance 237.42 feet, an arc distance of 237.58 feet; thence South 12 degrees 59 minutes 23 seconds West 13.71 feet; thence Southwesterly on a 1,208.24 foot radius curve to the right, chord bearing South 38 degrees 50 minutes 32 seconds West, chord distance 248.23 feet, an arc distance of 248.67 feet to the South line of said Irregular Tract #41; thence South 89 degrees 23 minutes 32 seconds West 273.50 feet on the South line of said Irregular Tract #41 to the Southwest corner thereof; thence North 482.62 feet on the West line of said Irregular Tract #41 to the point of beginning, according to the ATLTA/ACSM Survey by James Warner, L.S. 308, dated February 14, 2012, as Job No. 1707-112-1.

Note: The above legal description describes the same land as conveyed in Book 143, Page 476 and Book 162, Page 410 in the records of York County, Nebraska.

Parcel 2:

Easement right for ingress and egress as set forth in Joint Driveway Easement recorded July 20, 1973 in Misc. Book 22, Page 363 in the records of York County, Nebraska.

3. 15370 Weir Street

64-40589

Lot Three (3), Walnut Grove Plaza Replat Three, a subdivision, as surveyed, platted and recorded in Douglas County, Nebraska.

4. 5019 Grover Street

48-04082

Lot Two (2), Bonfield Replat 2, an Addition to the City of Omaha, Douglas County, Nebraska.