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GARY W. OTT
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David F. Klomp
Durham Jones & Pinegar
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

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ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT

This Assignment, Assumption, and Consent Agreement (the "*Assignment*") is made effective as of the 10 day of Aug, 2000, by and among DAN'S FOODS, INC., a Utah corporation, ("*Assignor*"); DAN'S SUPERMARKETS, INC., a Utah corporation, ("*Assignee*"); and OLYMPUS HILLS SHOPPING CENTER, LTD., a Utah limited partnership, ("*Landlord*"). Assignor, Assignee, and Landlord are referred to collectively as the "*Parties*."

RECITALS

A. Assignor is the owner and operator of a retail grocery store known as Dan's Foods and located at 3942 South Wasatch Boulevard, Salt Lake County, Salt Lake City 84124, State of Utah (the "*Business*").

B. The real property and building for the Business are being leased by Assignor, as tenant, from Landlord pursuant to that "Lease Agreement" dated February 21, 1991, (the "*Lease*"). The real property and improvements subject to the Lease are more fully described in Exhibit A attached hereto and incorporated herein by this reference (the "*Leased Premises*").

C. The obligations and liabilities of Assignor under the Lease may have been guaranteed by Ted D. Gardiner or other third parties ("*Guarantors*") pursuant to one or more forms, instruments, agreements or guaranty agreements ("*Guarantees*").

D. Assignor has sold certain of the assets of the Business to Assignee pursuant to the terms of that certain "Asset Purchase Agreement" dated May 17, 2000. The closing for such sale is scheduled for July 26, 2000, but may occur sooner or later by mutual agreement of Assignor and Assignee (the actual date of closing is referred to as the "*Closing Date*"). As a material part of such sale, Assignor is to assign its interest in the Lease and its leasehold interest in the Leased Premises to Assignee, and Assignee will assume Assignor's obligations with respect to the Lease.

E. As a condition to such sale, Assignee requires, among other things, the consent of Landlord to the assignment of the Lease and leasehold interest in the Leased Premises, and Landlord is willing to grant the same upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

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1. **Incorporation of Recitals.** All of the terms, definitions, and representations set forth in the above preface and Recitals are incorporated herein by this reference.

2. **Assignment and Assumption.** Assignor or Assignee shall give Landlord not less than five (5) days' prior written notice of the actual Closing Date. Upon execution of this Assignment and effective on the Closing Date, Assignor assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Lease and Assignor's leasehold interest in the Leased Premises, including without limitation any right to extend the term of the lease or to purchase the Leased Premises that may be set forth in the Lease. Assignor shall remain liable for all obligations, liabilities, and rent that is or may be owing or accruing prior to the Closing Date. Effective on the Closing Date, Assignee hereby assumes all liabilities, obligations, and duties of the tenant arising or accruing under the Lease from and after the Closing Date, including without limitation any duty to pay rent, maintain the Leased Premises, and provide insurance; provided, however, Assignee shall have no liability under the Lease if the transaction described in Recital D fails to close for any reason, in which event this Assignment shall be null and void *ab initio*.

3. **Consent; Release of Assignor and Substitution of Assignee.** Upon execution of this Assignment and effective on the Closing Date, Landlord (a) consents to the foregoing assignment of the Lease and leasehold interest in the Leased Premises by Assignor to Assignee, but without any release of Assignor. Landlord further (a) agrees that at such time as the net worth of the Assignee reaches \$5,000,000.00, and upon written request and receipt of reasonably acceptable evidence of Assignee's net worth, in the form of audited financial statements prepared in accordance with generally acceptable accounting practices, Landlord will release Assignor as the tenant under the Lease and from all obligations, liabilities, and duties of the tenant accruing from and after the date of such request ("**Release Date**"); and (b) agrees to then substitute Assignee as the tenant under the Lease from and after such Release Date. Notwithstanding such release of Assignor, Assignor shall remain liable to Landlord for all obligations, liabilities and duties accruing prior to the Release Date and Landlord may pursue any right or remedy it may have against Assignor with respect thereto, other than seeking to terminate the Lease or Assignee's leasehold interest in the Leased Premises. Assignee hereby consents to any such release of Assignor by Landlord pursuant to this paragraph. If requested by Assignee, Landlord agrees to execute an addendum to the Lease in which Assignee is recognized as the tenant. Landlord acknowledges that on or after the Closing Date, Assignor may be required to change its name to omit any reference to "Dan's Foods," and Assignee may change its name to "Dan's Foods, Inc."

4. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee as follows:

a. Assignor is the holder of the tenant's interest in the Lease and the leasehold interest in the Leased Premises as set forth in the Lease;

b. the Lease was duly executed by Assignor and, to the knowledge of Assignor, by each of the other parties thereto, has not been amended, modified, or rescinded in any manner, and is in full force and effect;

c. Assignor has not made any other assignment of the Lease, any rights thereunder, or the leasehold interest in the Leased Premises, and is assigning the same to Assignee free and clear of all liens, claims, and encumbrances;

d. no event of default has occurred and is continuing in connection with the Lease (whether by Assignor or the landlord), and no condition exists or event has occurred which, with the giving of notice or the lapse of time or both, would constitute an event of default thereunder; and

e. all rent and other obligations accruing under the Lease, including without limitation percentage rents, real property taxes, assessments, and common area maintenance expenses, have been paid current to * _____, 2000, with the exception of percentage rents, CAM charges and taxes, which are calculated and paid annually, and which were paid when last calculated as of Dec 31, 1999.

5. **Representations and Warranties of Landlord.** Landlord represents and warrants to Assignee as follows:

a. Landlord is the owner of the Leased Premises and is the holder of the landlord's interest under the Lease;

b. the Lease was duly executed by Landlord and, to the knowledge of Landlord, each of the other parties thereto, has not been amended, modified, or rescinded in any manner, and is in full force and effect;

c. to the knowledge of Landlord, no event of default has occurred and is continuing in connection with the Lease (whether by Assignor or the landlord), and no condition exists or event has occurred which, with the giving of notice or the lapse of time or both, would constitute an event of default thereunder;

d. all rent and other obligations accruing under the Lease, however designated, including without limitation percentage rents, real property taxes, assessments, and common area maintenance expenses, have been paid current to * PS, 2000, with the exception of percentage rents, CAM charges and taxes, which are calculated and paid annually, and which were paid when last calculated as of December 31, 1999 PS

e. Landlord is authorized to execute this Assignment and consent to the actions taken herein.

f. to the knowledge of Landlord, no other consents are necessary to effect this Assignment.

C:\Work\Dir\ADANS\AFS Sale\ACA\Olympus (4) -3-
* Rent paid through August 31, 2000 at \$22,708.33
CAM paid through June 30, 2000 at \$8,509.58
Reserve paid through August 31, 2000 at \$272.49 PS

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6. **Notices.** Any notice required to be given hereunder shall be in writing and shall be given by personal delivery, United States mail, or other established express delivery service (such as Federal Express), postage and delivery charges prepaid, and addressed to the intended Party as follows:

If to Assignor:	Dan's Foods, Inc. 4527 South 2300 East Salt Lake City, Utah 84117
If to Assignee:	Dan's Supermarkets, Inc. c/o Associated Food Stores, Inc. Attn: S. Neal Berube 1850 West 2100 South Salt Lake City, Utah 84119
If to Landlord:	Olympus Hills Shopping Center, Ltd. P.O. Box 6354 Salt Lake City, Utah 84106

Landlord hereby agrees that any notice provision contained in the Lease is hereby amended to provide that notice to the tenant will be given to Assignee as the above address. Any Party may change the address to which notices are sent by giving notice to the other Parties in the manner set forth above. All notices will be deemed given upon delivery.

7. **Release of Guarantors.** Effective on and as of the Release Date, and subject to the assumption of the Lease by Assignee, and the release of Assignor by Landlord, Landlord shall and does hereby release any and all Guarantors from any obligations or liabilities arising under any Guarantees and the Lease which occur or arise on and after the Release Date. Such release shall be automatic as of the Release Date and without further act or deed by Landlord. The Parties agree that the Guarantors shall be and are intended third-party beneficiaries to this Assignment and may enforce the terms of this Section 7.

8. **Miscellaneous Provisions.**

a. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be treated as an original and all of which shall constitute one and the same agreement. It shall not be necessary that all Parties execute each counterpart so long as each of the Parties has executed at least one of the counterparts.

b. **Construction.** This Assignment shall be liberally construed to give effect to the intentions of the Parties, and shall be construed and interpreted in accordance with the laws of the State of Utah. In construing the provisions of this Assignment, the use of the singular shall include the plural, and the use of the plural shall include the singular.

c. **Attorney's Fees.** In the event any Party is required to retain the services of an attorney, or to initiate or defend any legal action or proceeding to enforce or interpret any of the

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terms of this Assignment, the prevailing Party in such action or proceeding shall be entitled to recover its reasonable attorney's fees and court costs (whether incurred prior to, during, or subsequent to any such action or proceeding) from the non-prevailing Parties.

d. Entire Agreement. This Assignment constitutes the entire understanding and agreement of the Parties with respect to the general subject matter hereof (other than the Asset Purchase Agreement and related documents described therein); supersedes all prior negotiations and agreements with respect thereto; cannot be contradicted by evidence of any alleged oral agreement; and cannot be amended, modified, or rescinded except in writing signed by the Parties.

Executed on the date and year first written above.


ASSIGNOR:

DAN'S FOODS, INC.

By: 
Title: Pres.

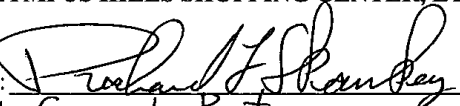
ASSIGNEE:

DAN'S SUPERMARKETS, INC.

By: 
Title: V.P. Sec. Treasurer

LANDLORD:

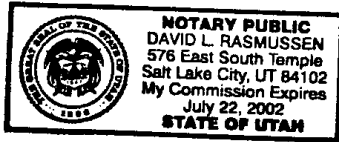
OLYMPUS HILLS SHOPPING CENTER, LTD.

By: 
Title: General Partner

ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

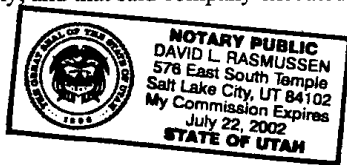
On the 10 day of Aug, 2000, personally appeared before me Dan S. Gardina, the Pres. of Dan's Foods, Inc., who duly acknowledged to and before me that he executed the foregoing instrument for and on behalf of said company, and that said company executed the same.



David Rasmussen
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

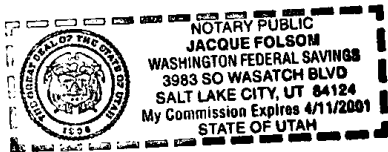
On the 10 day of Aug, 2000, personally appeared before me S. Neal Berube, the Sec. Treasurer of Dan's Supermarkets, Inc., who duly acknowledged to and before me that he executed the foregoing instrument for and on behalf of said company, and that said company executed the same.



David Rasmussen
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

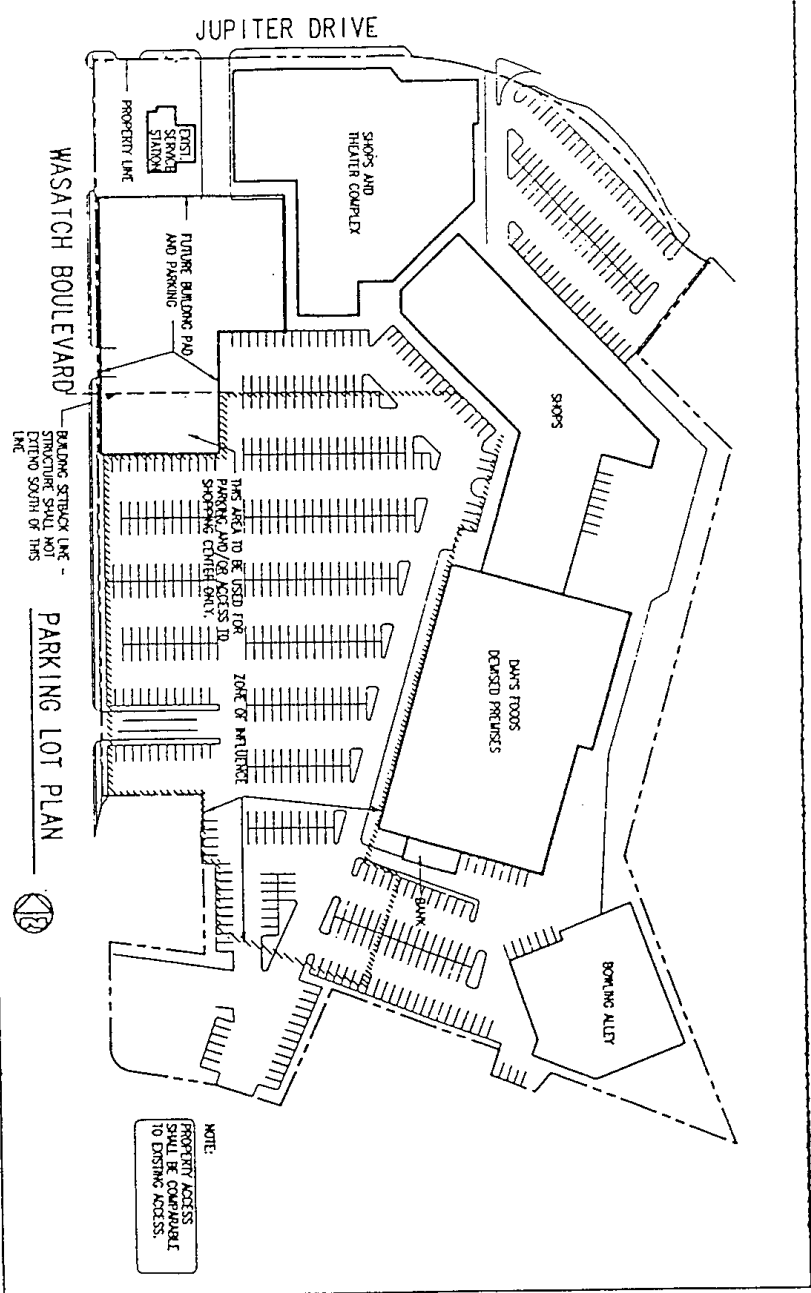
On the 7th day of August, 2000, personally appeared before me Richard L. Skankuy, the General Partner of Olympus Hills Shopping Center, Ltd., who duly acknowledged to and before me that he executed the foregoing instrument for and on behalf of said company, and that said company executed the same.



Jacquie Folsom
Notary Public

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OLYMPUS HILLS SHOPPING CENTER

EXHIBIT "A-1"



EXHIBIT "A"

The Leasehold Estate created pursuant to that certain Lease dated February 21, 1991 by and between OLYMPUS HILLS SHOPPING CENTER, LTD. (Lessor) and DAN'S FOODS, INC. (Lessee) as disclosed by that certain Assignment of Lessor's Interest in Lease by and between OLYMPUS HILLS SHOPPING CENTER LTD., a Utah Limited Partnership and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES recorded September 29, 1992 as Entry No. 5340241 in Book 6526 at Page 571 of the Salt Lake County Recorders Office.

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SCHEDULE A - CONTINUED

A Leasehold as created by that certain Lease dated February 21, 1991 executed by OLYMPUS HILLS SHOPPING CENTER, LTD., as Lessor, and DAN'S FOODS, INC., as Lessee for the term of 25 years, upon and subject to all of the provisions therein contained, in and with regard to the following described land:

Lots 72, 73, 119, MT. OLYMPUS ACRES, excepting therefrom the East 10 feet of Lot 73, ALSO: Lots 71, 120, 121 and portion of 122 and vacated street MT. OLYMPUS ACRES more particularly described as follows: Beginning at the Northwest corner of Lot 121, MT. OLYMPUS ACRES SUBDIVISION, in part of the Southwest 1/4 of Section 36, Township 1 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 80°00' East 102.14 feet; thence North 167.73 feet; thence West 100.00 feet; thence North 0°13'44" East 750.19 feet to a point of a 25.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 39.17 feet to a point of tangency; thence East 301.03 feet to a point of a 300.00 foot radius curve to the right; thence Southeasterly along the arc of said curve 246.09 feet; thence South 47° West 147.18 feet; thence South 42° East 335.76 feet; thence South 16°30' West 424.84 feet; thence South 19°00' East 313.45 feet; thence North 68°00' West 203.00 feet; thence South 22° West 27.00 feet; thence North 68°00' West 58.00 feet; thence North 22° East 27.00 feet; thence North 68°00' West 226.99 feet; thence South 22°00' West 140.41 feet to a point on a curve to the left, the center of which is South 19°06' West 316.00 feet; thence Northwesterly along the arc of said curve 50.19 feet to a point of tangency; thence North 80°00' West 75.86 feet to a point of a 25.00 foot radius curve to the right; thence Westerly and Northerly along the arc of said curve 35.84 feet to a point of a reverse curve to the left, the center of which is North 87°52'20" West 1959.86 feet; thence Northeasterly along the arc of said curve 64.95 feet to a point of tangency; thence North 0°13'44" East 55.06 feet to the point of beginning.

Parcel ID Nos 16-36-351-005, 16-36-351-006, 16-36-351-009,
16-36-351-010, 16-36-351-011, 16-36-351-025,
16-36-351-026, 16-36-351-027, 16-36-351-028 and
16-36-351-029

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