

ASSIGNMENT AND ASSUMPTION OF LEASE

December 18, 2020

This Assignment and Assumption of Lease (this “**Assignment**”) is made by and between Moran Foods, LLC, a Missouri limited liability company (“**Assignor**”), and Value Grocers, LLC, a Delaware limited liability company (“**Assignee**” and together with Assignor, the “**Parties**”).

BACKGROUND

A. This Assignment is delivered pursuant to Section 6.2(b)(iv) and 6.3(b)(iv) of that certain Asset Purchase Agreement, dated as of December 18, 2020, by and among the Parties and certain other parties thereto (the “**Asset Purchase Agreement**”).

B. Topper’s Food Mart, Inc. (“**Landlord**”) and Assignor are parties to that certain Lease, dated March 30, 1998, by and between Landlord and Randall’s International, Inc., as first amended by that certain First Amendment to Lease, dated December 26, 2012, by and between Landlord and the Assignor, secondly amended by that certain Second Amendment to Lease, dated August 13, 2014, by and between Landlord and the Assignor, and thirdly amended by that certain Third Amendment to Lease, dated November 19, 2017, by and between Landlord and the Assignor as may have been modified by the Assignment and Assumption of Lease, dated July 13, 1996, by and between RSI-Supervalu, Inc. and Niemann Foods, Inc. (the “**Lease**”), whereby Landlord leases to Assignor and Assignor leases from Landlord certain space located at 3500 Blue Ridge Cutoff, Kansas City, Missouri 64133.

C. In connection with the consummation of the Asset Purchase Agreement, Assignor desires to assign the leasehold created by the Lease and the rights incident to such leasehold to Assignee, and Assignee desires to assume the obligations and liabilities of Assignor under the Lease.

TERMS

For the good and valuable consideration set forth in the Asset Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, and intending to be legally bound, the Parties agree as follows:

1. Assignment and Assumption. Assignor sells, conveys, transfers and irrevocably assigns and delivers to Assignee all of Assignor’s right, title and interest in and to the Lease including, without limitation, all of Assignor’s right, title, and interest in and to any prepaid rent and security deposits, as applicable, and Assignee agrees to assume and perform all of Assignor’s obligations or duties under the Lease to the extent such obligations or duties are required to be performed on or after the date hereof (the “**Effective Date**”). Assignee hereby assumes and agrees to pay all rent and other amounts due from Assignor under the Lease and to perform any and all covenants, agreements and obligations of Assignor arising from and after the Effective Date under the terms, provisions and conditions of the Lease. Assignee represents and warrants that Assignee has read the Lease and received an exact copy of the Lease.

2. Entire Agreement. This Assignment, the Asset Purchase Agreement and the documents or agreements to be delivered pursuant to Section 6.2 and Section 6.3 of the Asset Purchase Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior agreements, representations, undertakings and understandings, whether written or oral, between the Parties with respect to the subject matter hereof. In the event that any provision of this Assignment is construed to conflict with a provision in the Asset Purchase Agreement, the Parties agree that the provision in the Asset Purchase Agreement shall be controlling.

3. Binding Effect. This Assignment shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

4. No Amendment. This Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the Parties.

5. Indemnification. The Parties each agree that the Lease is an Acquired Asset and the obligations under the Lease are Assumed Liabilities, and Article VIII of the Asset Purchase Agreement shall govern the past, current and future obligations and liabilities of the Assignor and Assignee under, arising out of or related to the Lease.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule.

7. Severability. If any provision of this Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, and the rules of construction set forth in Sections 9.12 of the Asset Purchase Agreement shall apply to this Assignment.

9. Counterparts; Execution by Electronic Means. This Assignment may be executed in two (2) counterparts, each of which shall constitute an original, but both of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or other electronic means shall be treated as though such reproductions are executed originals.

[Signature pages follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment, as of the Effective Date written above.

ASSIGNOR:

MORAN FOODS, LLC

By: 

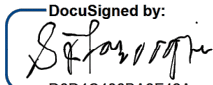
Name: Kenneth McGrath

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment, as of the Effective Date written above.

ASSIGNEE:

VALUE GROCERS, LLC

By: 
Name: Sajid Farooqui
Title: Chief Executive Officer