

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

LANDMARK TITLE COMPANY
675 East 2100 South, Suite 200
Salt Lake City, Utah 84106
Attention: Jeffrey J. Jensen
Telephone: (801) 467-4111

Tax Parcel ID No.: 28-09-226-037

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11/02/2009 01:21 PM \$26.00
Book - 9776 Pg - 2065-2073
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: ZJM, DEPUTY - WI 9 P.

Albertson's Store No. 391
1860 East 9400 South
Sandy, Utah

(The space above this line is for Recorder's use.)

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Store Lease)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement"), is dated as of this 2nd day of November, 2009 ("Assignment Date"), by and between New Albertson's, Inc., an Ohio corporation ("Assignor"), whose mailing address is 250 East Parkcenter Boulevard, #74200R—Legal Department, Boise, Idaho 83706, and Associated Fresh Markets, Inc., a Utah corporation ("Assignee") whose mailing address is 1850 West 2100 South, Salt Lake City, Utah 84119, collectively, the "Parties," and individually, a "Party."

RECITALS:

A. Assignor is the current tenant under that certain Shopping Center Ground Lease, dated November 20, 1996 ("Lease"), between Magna Investment & Development, Ltd., as landlord, and Albertson's, Inc., as tenant, as amended by (1) that certain Amendment to Shopping Center Ground Lease and to Development Agreement dated March 31, 1997; (2) that certain First Amendment to Memorandum of Shopping Center Ground Lease dated March 10, 1998; (3) that certain Fifth Amendment to Shopping Center Ground Lease and to Development Agreement dated March 12, 1998; and (4) that certain Assignment and Assumption of Lease Agreement dated June 1, 2006, between Albertson's LLC, successor in interest to Albertson's, Inc., and Assignor, pertaining to those certain premises located at or about 1860 East 9400 South, Sandy, Utah, which premises are more particularly described on Exhibit "A" attached hereto ("Premises"). The Lease (or a memorandum or short form thereof) is recorded in the official records of Salt Lake County, Utah, as Entry Number 6527390.

B. Assignor, as "Seller," and Assignee, as "Buyer," are parties to an Asset Purchase Agreement dated as of July 24, 2009 (the "APA") pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to purchase from Seller, certain properties, leases and other assets of Seller, as more fully described in the APA. The transaction contemplated by the APA is referred to as the "Acquisition Transaction."

C. Assignor desires to assign all of its right, title and interest as the tenant under the Lease to Assignee, and Assignee desires to accept such assignment and agrees to perform all of the obligations of the tenant under the Lease upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. ASSIGNMENT AND ASSUMPTION OF LEASE.

1.1 Assignment. In addition to the representations and warranties of Assignor set forth in Section 15.7(b) of the APA, which are incorporated herein by this reference, Assignor represents and warrants to Assignee that Assignor has all of the rights and obligations of tenant under the Lease and has not assigned its interest in the Lease or subleased any portion of the Premises. Subject to the consummation of the Acquisition Transaction and the recordation of this Agreement, and effective as of 12:01 a.m. local time, on the date the Acquisition Transaction is closed (the "Closing Date"), Assignor hereby (a) assigns, sets over, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Premises and the Lease; and (b) sells, transfers, assigns and quitclaims to Assignee all of its right, title and interest in and to all buildings, structures and other improvements and fixtures of every kind and nature located on the Premises, subject to any reversionary interest of the landlord therein under the Lease upon the termination thereof.

1.2 Acceptance. Subject to the closing of the Acquisition Transaction and the recordation of this Agreement, and effective as of the Closing Date, Assignee accepts such assignment and the rights granted herein, and expressly assumes and agrees to observe and perform all of the agreements, conditions, covenants and terms of the Lease on the part of the tenant thereunder to be kept, observed and performed, to the extent the same are attributable to the period from and after 12:01 a.m., local time, on the Closing Date.

2. INDEMNIFICATION.

2.1 By Assignor. Assignor hereby indemnifies, and shall defend and hold Assignee harmless from and against any loss, liability, damage, cost and other expense, including reasonable attorneys' fees, arising from or relating to any breach or default or obligation of the tenant under the Lease accruing prior to the Closing Date.

2.2 By Assignee. Assignee hereby indemnifies, and shall defend and hold Assignor harmless from and against any loss, liability, damage, cost and other expense, including reasonable attorneys' fees, arising from or relating to any breach or default hereunder or any breach or default or obligation of the tenant under the Lease accruing from and after the Closing Date.

3. GENERAL PROVISIONS.

3.1 Recitals and Exhibits. The Recitals above and Exhibit "A" attached hereto are incorporated into, and constitute an integral part of, this Agreement.

3.2 Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns.

3.3 Attorneys' Fees. If any Party brings or commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in such action. The term "legal proceedings" as used above shall include appeals from a lower court judgment as well as proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters. The term "prevailing Party" as used in the context of proceedings in any court other than the Federal Bankruptcy Court shall mean the Party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which such Party sought.

3.4 Authority. Each of the individuals who have executed this Agreement represents and warrants that: (a) he or she is duly authorized to execute this Agreement on behalf of the Party for which he or she executes; (b) all corporate, partnership, trust or other action necessary for such Party to execute and perform the terms of this Agreement have been duly taken by such Party; and (c) no other consent, signature and/or authorization is necessary for such Party to enter into and perform the terms of this Agreement.


3.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the Parties hereto.

[Remainder of page intentionally left blank.
Signature page follows immediately.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Assignment Date.

NEW ALBERTSON'S, INC.,
an Ohio corporation

ASSOCIATED FRESH MARKETS, INC.,
a Utah corporation

By: 
John P. Breedlove
Vice President

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Assignment Date.

NEW ALBERTSON'S, INC.,
an Ohio corporation

ASSOCIATED FRESH MARKETS, INC.,
a Utah corporation

By: _____
John P. Breedlove
Vice President

By: Richard A. Parkinson
Name: Richard A. Parkinson
Title: Authorized Representative

STATE OF UTAH)
 : ss.
County of Salt Lake

On this 23 day of October, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard A. Perkins to me known to be the Authorized Representative of Associated Fresh Markets, Inc., a Utah corporation, the entity that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:
10.16.2011

Carol S. Mackay
Notary Public in and for the
State of Utah
Residing at Salt Lake City UTAH



EXHIBIT "A"

Real Property located in Salt Lake County, State of Utah, legally described as follows:

PARCEL 1:

The **LEASEHOLD ESTATE** and interest which arise under and pursuant to that certain **Shopping Center Ground Lease** dated as of November 20, 1996, by and between **MAGNA INVESTMENT & DEVELOPMENT, LTD.**, a Utah limited partnership, as Landlord, and **ALBERTSON'S, INC.**, a Delaware corporation, as Tenant, the existence of which is disclosed by that certain Memorandum of Shopping Center Lease recorded December 13, 1996 as Entry No. 6527390, in Book 7556, at Page 1065 of the Official Records of the Salt Lake County Recorder, as said Shopping Center Ground Lease shall have heretofore been amended and/or supplemented by mesne instruments, including, but not limited to, (a) those certain letter agreements between Landlord and Tenant dated November 20, 1996, February 18, 1997 and March 18, 1997, (b) that certain Amendment To Shopping Center Ground Lease And To Development Agreement dated March 31, 1997, and (c) that certain Fifth Amendment To Shopping Center Ground Lease And To Development Agreement dated March 10, 1998, the existence of each instrument referred to under items (a), (b) and (c) herein being disclosed of record by that certain First Amendment To Memorandum Of Shopping Center Ground Lease recorded March 17, 1998 as Entry No. 6894319, in Book 7912, at Page 699 of the Official Records of the Salt Lake County Recorder [the interest of **ALBERTSON'S LLC**, a limited liability company under the laws of Delaware, successor to **ALBERTSON'S, Inc.**, a corporation under the laws of Delaware, in and to said Shopping Center Ground Lease, was assigned to **NEW ALBERTSON'S, INC.**, a corporation under the laws of Delaware, by that certain unrecorded Assignment And Assumption Of Lease Agreement dated as of June 1, 2006], in and to the following described parcel of land, to-wit:

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point described in previous instruments of record as being on the South line of 9400 South Street which point is 87.31 feet South 0°08'12" West along the East line of said quarter section; 114.15 feet South 89°48'32" West; 390.63 feet North 86°22'29" West to a point described in previous instruments of record as being on said South line of 9400 South Street and 485.16 feet South 89°48'32" West along said South line from the Northeast corner of said quarter section; running thence South 0°00'22" West 190.00 feet; thence North 89°48'32" East 350.78 feet; thence South 313.67 feet; thence North 89°59'38" West 139.00 feet; thence South 0°00'22" West 54.90 feet; thence North 89°59'38" West 226.83 feet; thence South 0°00'22" West 24.79 feet; thence North 89°59'38" West 187.32 feet; thence South 0°00'22" West 10.00 feet; thence North 89°59'38" West 75.04 feet; thence Northwesterly along the arc of a 62.50 foot radius curve to the right a distance of 15.69 feet (central angle equals 14°22'49" and long chord bears North 7°11'03" West 15.65 feet) to a point of tangency; thence North 0°00'22" East 369.29 feet to a point of curvature; thence Northeasterly along the arc of a 13.00 foot radius curve to the right a distance of 7.31 feet (central angle equals 32°13'39" and long chord bears North 16°07'11" East 7.22 feet) to a point of tangency; thence North 32°14'01" East 14.98 feet to a point of curvature; thence Northeasterly along the arc of a 52.00 foot radius curve to the left a distance of 29.25 feet (central angle equals 32°13'39" and long chord bears North 16°07'11" East 28.87 feet) to a point of tangency; thence North 0°00'22" East 159.10 feet to a point described in previous instruments of record as being on the South line of 9400 South Street; thence North 89°48'32" East 12.00 feet along said South line; thence South 0°00'22" West 281.97 feet; thence South 89°59'38" East 66.67 feet; thence South 0°00'22" West 10.00 feet; thence South 89°59'38" East 170.66 feet; thence North 0°00'22" East 292.79 feet to a point described in previous instruments of record as being on the South line of 9400

South Street; thence North 89°48'32" East 12.00 feet along said South line of street to the point of beginning.

PARCEL 2:

The nonexclusive easements for ingress and egress by vehicular and pedestrian traffic, and for utility lines and facilities, appurtenant to **PARCEL 1** described herein, as defined, described and created pursuant to that certain Restriction Agreement And Grant Of Easements recorded August 17, 2007 as Entry No. 10196709, in Book 9504, at Page 9691 of the Official Records of the Salt Lake County Recorder, upon, over, across, through and/or under the Common Areas of the Shopping Center located on the following described property, to-wit:

Lots 1 and 2, **LITTLE COTTONWOOD CENTER SUBDIVISION**, according to the official plat thereof, filed in Book "2006P" of Plats, at Page 373 of the Official Records of the Salt Lake County Recorder.