

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.: 34-201-0002

Albertson's Store No. 378  
135 East Main Street  
American Fork, Utah 84003

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

ASSIGNMENT AND ASSUMPTION AGREEMENT  
(Shopping Center 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 Lease dated November 21, 1994 (as amended, the "Lease"), between CPI/Bountiful Limited Partnership, as landlord, and Albertson's, Inc., as tenant, as amended by that certain Assignment and Assumption of Lease dated June 1, 2006, by which Assignor received an assignment of the leasehold interest under the Lease from Albertson's LLC, successor in interest to Albertson's, Inc., pertaining to those certain premises located at or about 135 East Main Street, American Fork, Utah 84003, 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 Utah County, Utah, as Entry No. 89571, Book 3574, Page 529.

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.

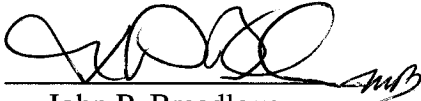
3.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the Parties hereto.

[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

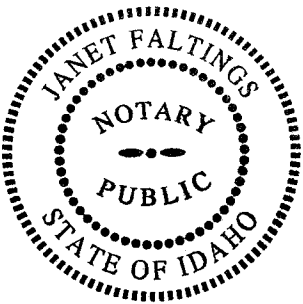
STATE OF IDAHO )  
: ss.  
County of Ada )

On this 23 day of OCTOBER, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Breedlove, to me known to be the Vice President of New Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he 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:  
12-6-2010

Janet Faltings  
Notary Public in and for the  
State of Idaho  
Residing at BOISE, Idaho



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. Parkinson 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

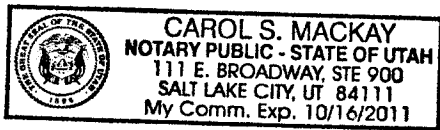


EXHIBIT "A"

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

The **LEASEHOLD ESTATE** and interest which arise pursuant to that certain **Shopping Center Lease** dated as of November 21, 1994, by and between CPI/BOUNTIFUL LIMITED PARTNERSHIP, an Idaho 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 November 23, 1994 as Entry No. 89571, in Book 3574, at Page 529 of the Official Records of the Utah County Recorder, as said Shopping Center Lease may have heretofore been amended and/or supplemented, in and to the following described parcel of land, to-wit:

Lot 2, **PLAT "A", ALBERTSON'S CENTER NO. 2**, according to the Official Plat thereof, filed on May 20, 1994 as Entry No. 42727 and Map No. 5524 of the Official Records of the Utah County Recorder.

**EXCEPTING** from a portion of the above described parcel of land, all oil, gas and other minerals as reserved by PHILLIPS PETROLEUM COMPANY, in that certain Special Warranty Deed recorded October 28, 1977 as Entry No. 36109, in Book 1594, at Page 178 of the Official Records of the Utah County Recorder.

The portion of the above described parcel of land to which the foregoing exception and reservation pertains is that portion which lies within the bounds of the following:  
Commencing 110 feet East from the Southwest corner of Block 17, Plat "A", American Fork City Survey of Building Lots; thence North 86.46 feet; thence East 50 feet; thence South 86.46 feet; thence West 50 feet to the place of beginning.