


This instrument prepared by:

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Shelby Cnty Judge of Probate, AL
01/27/2010 11:31:36 AM FILED/CERT

STATE OF ALABAMA)

SHELBY COUNTY)

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT (this "Memorandum"), entered into as of this 18th day of August, 2009, by and between **BFW LIQUIDATION, LLC (formerly known as Bruno's Supermarkets, LLC)**, a Delaware limited liability company, whose address is 1800 International Drive, Suite 500, Birmingham, Alabama 35243 ("BFW"), and **SOUTHERN FAMILY MARKETS OF PELHAM LLC**, a Delaware limited liability company, whose address is 7 Corporate Drive, Keene, New Hampshire 03431 ("SFM").

RECITALS:

A. BFW (formerly known as Bruno's Supermarkets, LLC), as lessee, and Locke Pelham, LLC (as successor-in-interest to Pelham Retail Group, LLC, as successor-in-interest to Pelham Plaza, LLC, as successor-in-interest to Evelyn Dorothy DeMarco, Joe DeMarco, Jr., and Mary Louis O'Flanagan, as successor-in-interest to Joseph A. DeMarco, Sr.), as lessor (the "Landlord") were parties to an unexpired nonresidential lease of real property, which lease is more particularly described on Exhibit A attached hereto (the "Lease"). The Lease covers certain property located at 518 Pelham Parkway, in Pelham, Shelby County, Alabama.

B. BFW and SFM have entered into that certain Assignment Agreement dated as of June 1, 2009 (the "Assignment Agreement"), whereby (i) BFW agreed to assign, transfer, set over and convey to SFM, its successors and assigns, all of its right, title and interest in and to the Lease, the premises demised under the Lease (the "Demised Premises") and certain other rights; and (ii) SFM agreed to assume the obligations under the Lease as of the effective date of the Assignment Agreement. Unless otherwise defined herein, capitalized terms shall have the meaning attributed to them in the Assignment Agreement.

C. BFW, as Debtor in that certain bankruptcy Case No. 09-00634 pending in the United States Bankruptcy Court for the Northern District of Alabama, Southern Division, executed the Assignment Agreement pursuant to that certain SUPPLEMENTAL ORDER PURSUANT TO BANKRUPTCY CODE SECTIONS 105 AND 365 AND BANKRUPTCY RULE 6006, APPROVING THE ASSUMPTION AND ASSIGNMENT OF UNEXPIRED LEASES.

D. BFW and SFM desire to memorialize the assignment and assumption that resulted under the Assignment Agreement.

NOW THEREFORE, with respect to the Assignment Agreement, BFW and SFM hereby acknowledge and agree as follows:

1. **ASSIGNMENT**. BFW and SFM acknowledge and agree that pursuant to the terms and conditions of the Assignment Agreement, BFW agreed to assign, transfer, set over and convey to SFM, its successors and assigns, all of BFW's right, title and interest in and to (a) the Lease, (b) the Demised Premises; and (c) certain appurtenant rights and easements in connection with the Lease or the Demised Premises.

2. **ASSUMPTION**. BFW and SFM acknowledge and agree that pursuant to the terms and conditions of the Assignment Agreement, SFM agreed to assume the obligations under the Lease as of the Effective Date of the Assignment Agreement.

3. **EFFECTIVE DATE**. BFW and SFM acknowledge and agree that the "Effective Date" of the Assignment Agreement is June 1, 2009.

4. **PURPOSE OF MEMORANDUM OF ASSIGNMENT**. This Memorandum is prepared for the purposes of recording a notification as to the existence of the Assignment Agreement but in no way modifies the express and particular provisions of the Assignment Agreement.

5. **INCONSISTENT PROVISIONS**. The provisions of this Memorandum constitute only a general description of the content of the Assignment Agreement with respect to matters set forth herein. In the event of any discrepancy between the provisions of the Assignment Agreement and this Memorandum, the provisions of the Assignment Agreement shall take precedence and prevail over the provisions of this Memorandum.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGE TO FOLLOW]



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IN WITNESS WHEREOF, BFW and SFM have caused this Memorandum to be duly executed on or as of the day and year first above written.

BFW (ASSIGNOR):


BFW LIQUIDATION, LLC (formerly known as Bruno's Supermarkets, LLC), a Delaware limited liability company

By: [Signature]
Name: JAMES GRADY
Its: Chief Restructuring Officer

SFM (ASSIGNEE):

SOUTHERN FAMILY MARKETS OF PELHAM LLC, a Delaware limited liability company

By: [Signature]
Name: Noel M. Spear
Its: Vice Pres. of Real Estate


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STATE OF Alabama)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that James Grady, as the Chief Restructuring Officer of **BFW LIQUIDATION, LLC (formerly known as Bruno's Supermarkets, LLC)**, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Chief Restructuring Officer and with full authority, executed the same voluntarily on behalf of said limited liability company, on the day the same bears date.

Given under my hand and official seal this 18 day of August, 2009.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: _____

Notary Public State of Alabama at Large
My Commission Expires: October 18, 2012

STATE OF NEW HAMPSHIRE)

CHESHIRE COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that NOEL M. SPEAR, as the VICE PRESIDENT OF REAL ESTATE of **SOUTHERN FAMILY MARKETS OF PELHAM LLC**, a Delaware limited liability company, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such VICE PRESIDENT OF REAL ESTATE and with full authority, executed the same voluntarily on behalf of said limited liability company, on the day the same bears date.

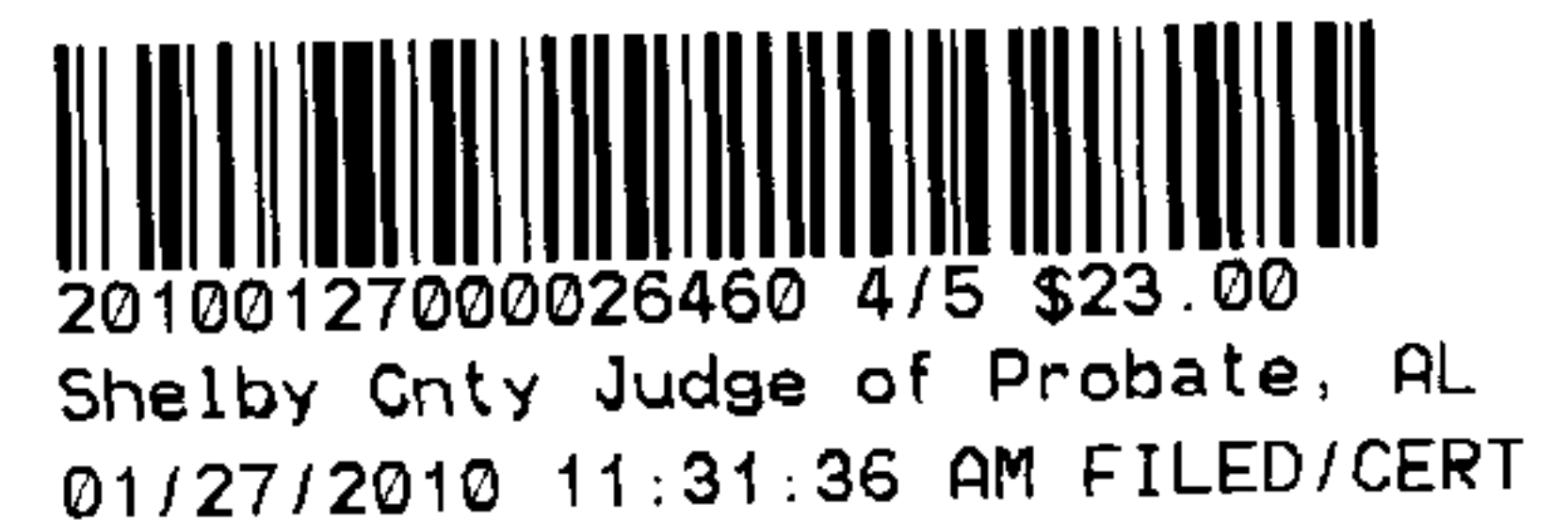
Given under my hand and official seal this 14 day of September, 2009.

[Signature]
Notary Public

AFFIX SEAL

My commission expires: _____


826444-2



Southern Family Markets of Pelham LLC
518 Pelham Parkway, Pelham, Shelby County, Alabama
Store 53

EXHIBIT A

Description of Lease


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Lease Agreement dated February 23, 1972, by and between Joseph A. DeMarco, Sr, and Bruno's Inc. (predecessor by merger to Bruno's Supermarkets, LLC), recorded July 3, 1972, in the Office of the Judge of Probate of Shelby County, Alabama, in Book 278, Page 16, as amended by that certain Addendum to Lease Agreement between Joseph A. DeMarco, Sr., as Landlord, and Bruno's, Inc., as tenant, dated February 23, 1972, recorded July 3, 1972, in the aforesaid records, in Book 278, Page 50, and further amended by Second Amendment to Lease dated December 19, 1991, by and between Evelyn Dorothy DeMarco, Joe DeMarco, Jr., and Mary Louis O'Flanagan (successors in interest to Joseph A. DeMarco, Sr.), and Bruno's Inc., and further amended by Amendment and Extension to Lease Agreement dated July 29, 2008, by and between Pelham Retail Group, LLC (successor in interest to Pelham Plaza, LLC, successor in interest to Evelyn Dororthy DeMarco, Joe DeMarco, Jr., and Mary Louis O'Flanagan) and Bruno's Supermarkets, LLC, and further assigned by Assignment and Assumption of Leases and Contracts dated June 13, 2007, by and between Pelham Retail Group, LLC and Locke Pelham, LLC, recorded June 19, 2007, in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument 20070619000285860, (collectively, the "Lease").