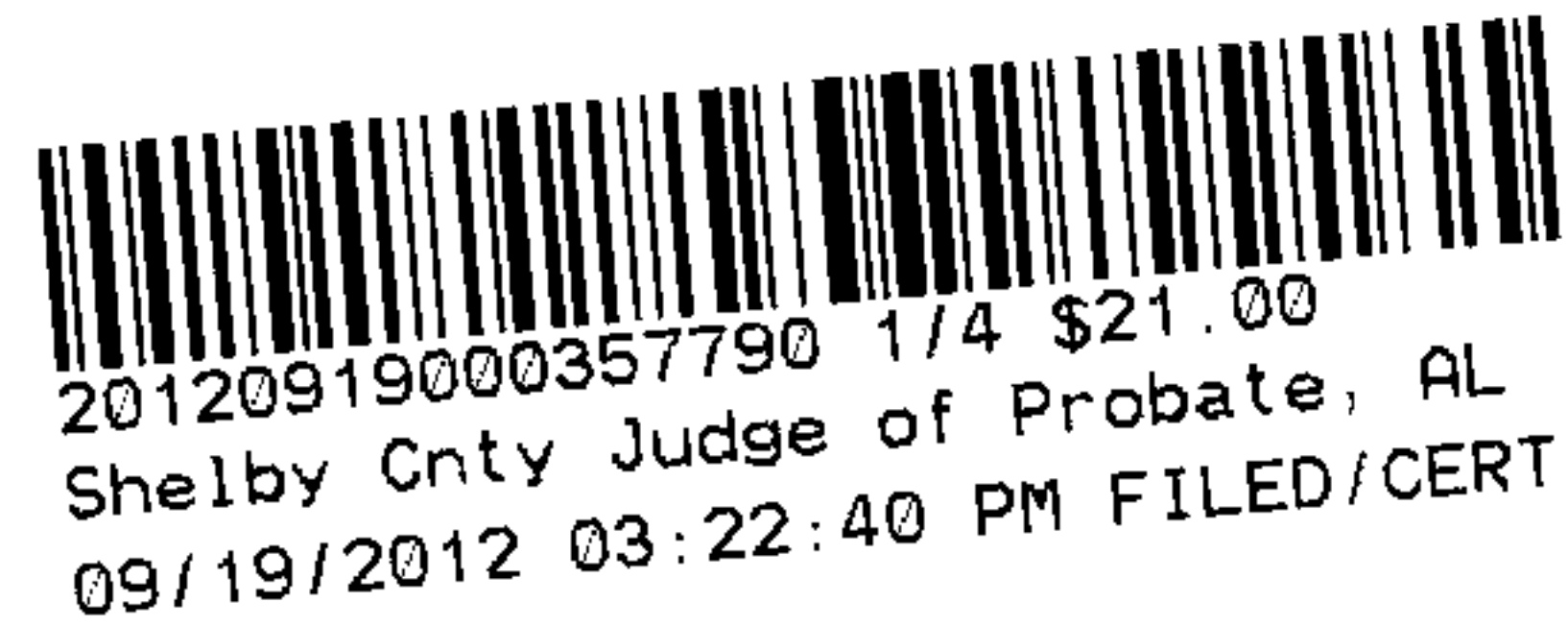


This instrument prepared by:

Jeffery S. DeArman
Adams and Reese LLP
2100 3rd Avenue North, Suite 1100
Birmingham, Alabama 35203
(205) 250-5000

STATE OF ALABAMA)

SHELBY COUNTY)



MEMORANDUM OF LEASE TERMINATION

THIS MEMORANDUM OF LEASE TERMINATION, entered into as of this 29th day of August, 2012, ("Effective Date") by and between **LOCKE PELHAM, LLC**, an Alabama limited liability company, and **SOUTHERN FAMILY MARKETS OF PELHAM LLC**, a Delaware limited liability company ("SFM").

RECITALS:

A. SFM (as successor-in-interest to BFW Liquidation, LLC, 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 Dororthy DeMarco, Joe DeMarco, Jr., and Mary Louis O'Flanagan, as successor-in-interest to Joseph A. DeMarco, Sr.), as lessor ("Landlord") were parties to an unexpired nonresidential Lease of real property, which lease is more particularly described on Exhibit A attached hereto ("Lease"). The Lease covers certain property as more accurately described in the Lease ("Premises"). The Premises are commonly known as 3060 Pelham Parkway, Pelham, Shelby County, Alabama 35124, and at times may be or may have been referred to as 518 Pelham Road and/or 518 Pelham Parkway, Pelham, Shelby County, Alabama.

B. SFM, the current holder of the tenant's interest under the Lease, and Landlord, the current holder of the landlord's interest under the Lease, have mutually agreed to terminate the Lease as of the Effective Date.

NOW, THEREFORE, Landlord and SFM declare as follows:

1. As of the Effective Date, the Lease (including any amendment, addendum, or attachment thereto, any assignment thereof, or any memorandum of lease, short form lease or memorandum of assignment with respect thereto) has been terminated by mutual agreement of the parties and has not been renewed or extended.

2. Landlord and SFM have this day executed and delivered a Lease Termination and Settlement Agreement terminating the Lease as of the Effective Date and hereby execute and deliver this Memorandum of Lease Termination for the purpose of evidencing the termination of the Lease as set forth above.

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

LOCKE PELHAM, LLC

By: [Signature]
Name: T. Richard Bryant
Its: Manager

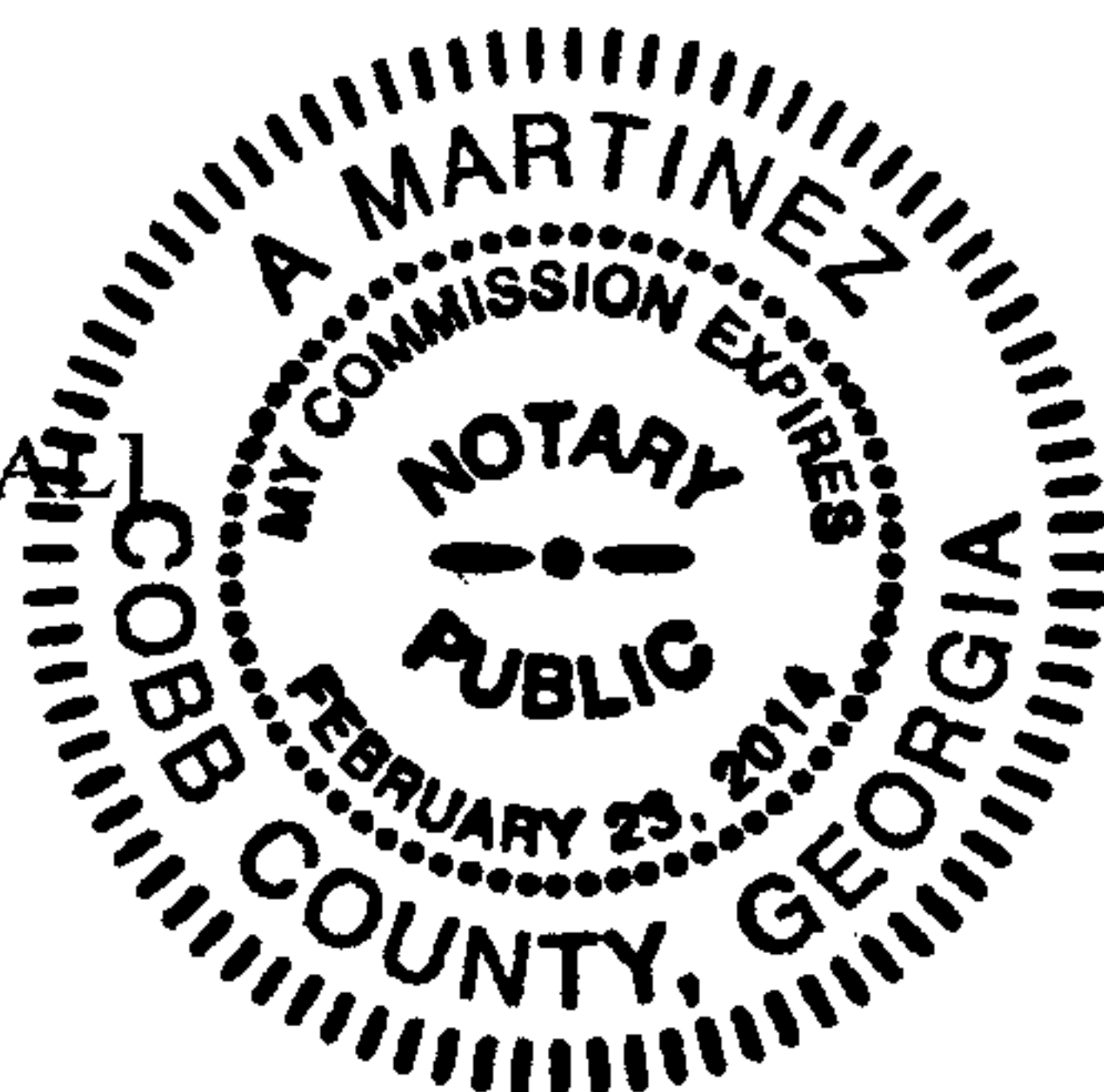
STATE OF Georgia)

COUNTY OF Cobb)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that T. Richard Bryant, whose name as Manager, of **LOCKE PELHAM, LLC** is signed to the foregoing Memorandum of Lease Termination, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of August, 2012.

[AFFIX SEAL]



[Signature]
NOTARY PUBLIC
My Commission Expires: 2/23/2014



20120919000357790 2/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/19/2012 03:22:40 PM FILED/CERT

SOUTHERN FAMILY MARKETS OF
PELHAM LLC

By: William H. Boyd III
Name: William H. Boyd III
Its: Senior Vice President

STATE OF New Hampshire)
COUNTY OF Ceshire)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that William Boyd, whose name as Senior Vice President, of **SOUTHERN FAMILY MARKETS OF PELHAM LLC** is signed to the foregoing Memorandum of Lease Termination, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of August, 2012.

[AFFIX SEAL]

Doreen Birch
NOTARY PUBLIC
My Commission Expires: 4/15/14



20120919000357790 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A

Description of Lease

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 Dorothy 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, and further assigned by that certain Assignment Agreement dated June 1, 2009, between BFW Liquidation, LLC (formerly known as Bruno's Supermarkets, LLC) and SFM, as reflected in the Memorandum of Assignment between such parties dated August 18, 2009, and recorded January 27, 2010, in the Office of the Judge of Probate of Shelby County, Alabama at Instrument 20100127000026460.

