


PREPARED BY AND RETURN TO:
KUTAK ROCK LLP
ATTN: KRISTINE L. POSTON, ESQ.
1801 CALIFORNIA STREET, SUITE 3100
DENVER, CO 80202


20140801000237180 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
08/01/2014 10:26:14 AM FILED/CERT

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE (this "Memorandum") is executed effective as of July 23, 2014, by and between **STORE SPE BELLE, LLC**, a Delaware limited liability company ("Assignor"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255, and **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("Assignee"), whose address is 8501 E. Princess Drive, Suite 190, Scottsdale, Arizona 85255.

1. Assignor, as landlord, and Associated Wholesale Grocers, Inc., a Kansas corporation, as tenant, as successor-in-interest to Belle Foods, LLC, an Alabama limited liability company ("Belle") entered into that certain Amended and Restated Master Lease Agreement dated as of October 18, 2013 (together with all other amendments thereto and assignments thereof, the "Lease"), with respect to the lease of certain real property described on Exhibit A attached hereto (the "Property"). Initially capitalized terms not otherwise defined in this Memorandum shall have the meanings set forth in the Lease.

2. Pursuant to the Lease, the Property is leased to Lessee, and in connection therewith, a memorandum of lease evidencing the Lease was recorded on October 22, 2012, Instrument No. 20121022000404050 in the records of Shelby County Clerk, State of Alabama (the "Memorandum").

3. Pursuant to that certain Assignment and Assumption of Lease of even date herewith (the "Assignment"), by and between Assignor and Assignee, Assignor has assigned all of its right, title and interest under the Lease to Assignee, and Assignee has agreed to be bound by all of the terms and conditions under the Lease from and after the date hereof.


4. Original copies of the Assignment are in the possession of the parties hereto. The Assignment contains other terms not set forth herein but which are incorporated by reference herein for all purposes. This Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Assignment and, where appropriate, its contents, and the parties hereto ratify and confirm all other terms of the Assignment as if fully set forth herein. Additional information concerning the terms of the Assignment can be obtained by persons with a legitimate interest from the parties hereto at the addresses set forth above.

5. This Memorandum is intended for recording purposes only and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease (except as modified by the Assignment) or the Assignment in any respect. In the event of any conflict between the provisions of this Memorandum and the provisions of the Assignment, the provisions of the Assignment shall control. Return to:

663699C
First American Title Insurance Co.
2425 E Camelback Rd., Ste 300
Phoenix, AZ 85016

6. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank; signature page(s) to follow]


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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be duly executed as of the Effective Date.

ASSIGNOR:

STORE SPE BELLE, LLC, a Delaware limited liability company

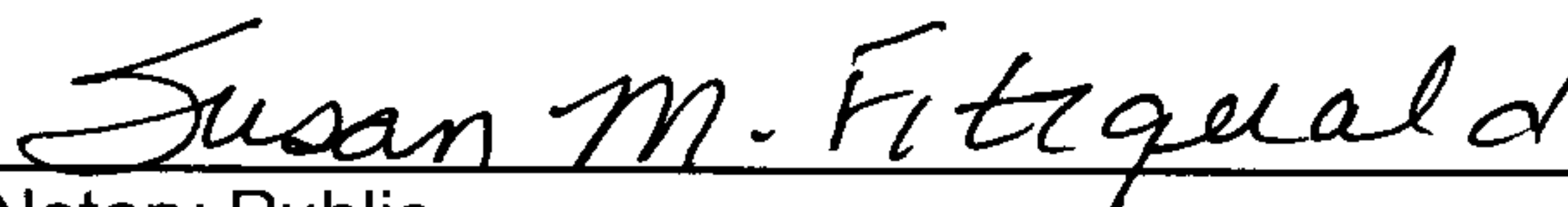
By: 

Name: Michael J. Zieg
Executive Vice President

Title: _____

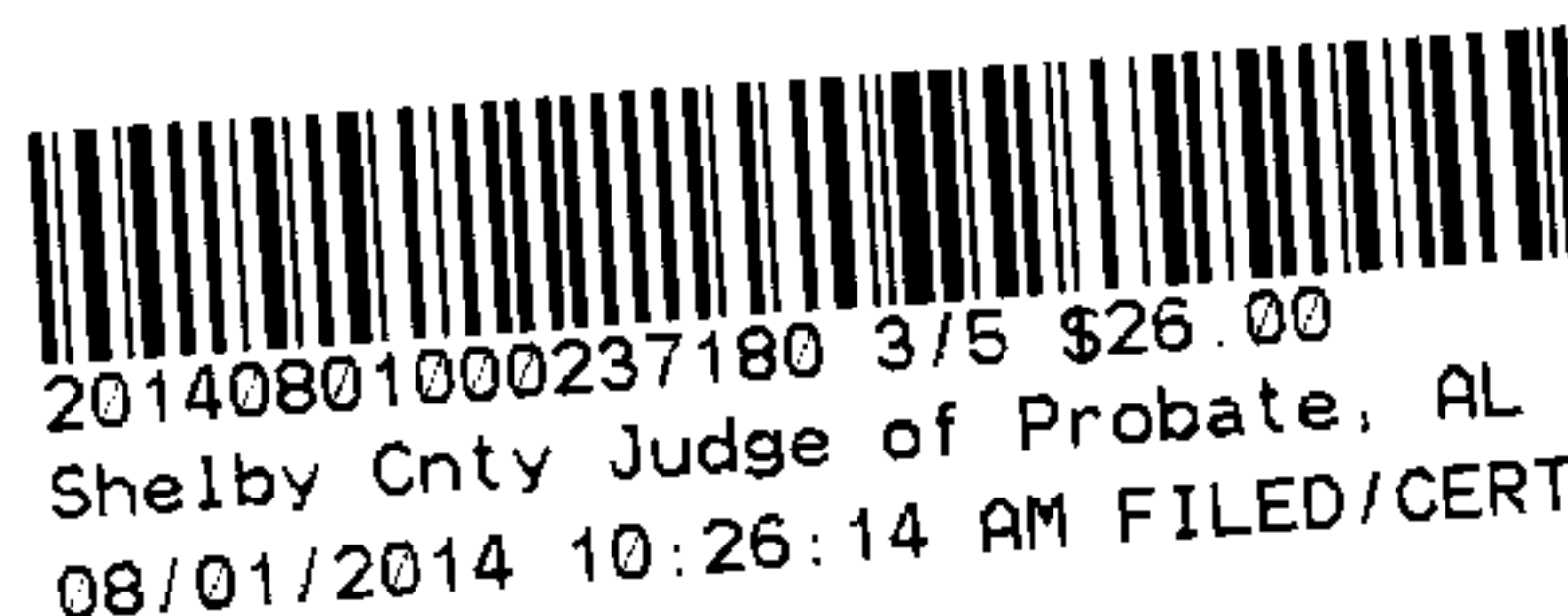
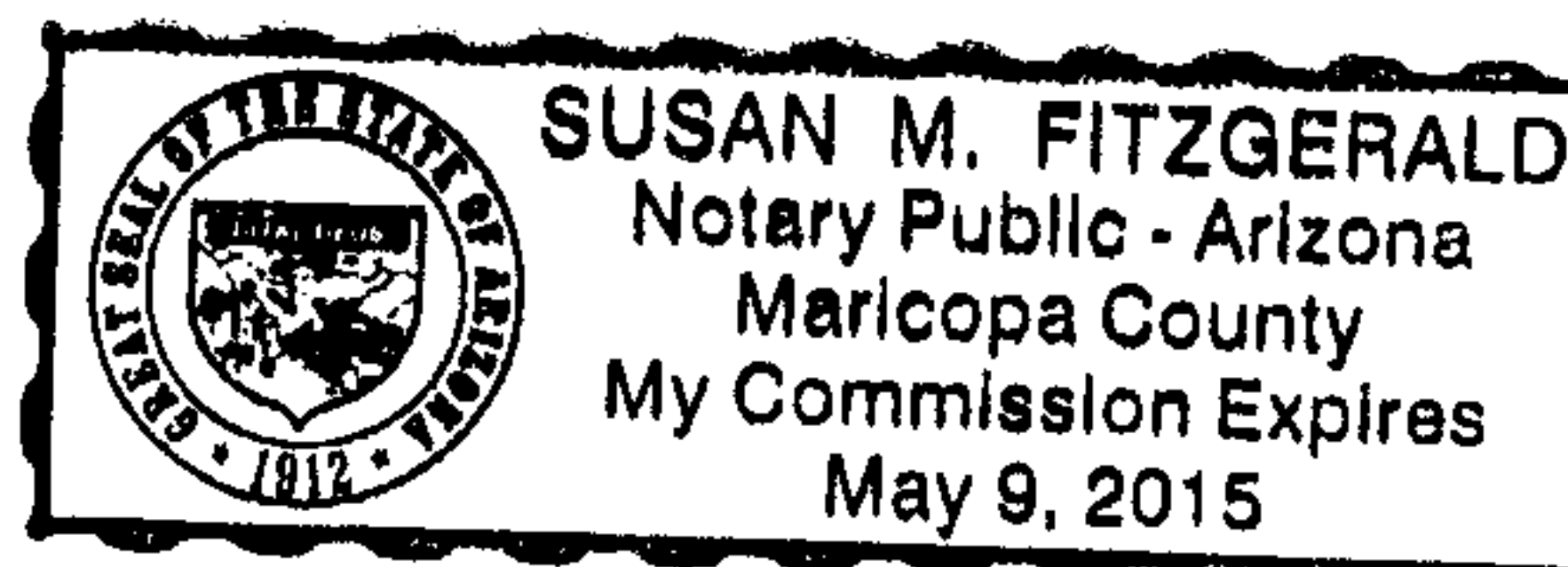
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me on July 10 2014 by Michael J. Zieg, as Executive Vice President of **STORE SPE BELLE, LLC**, a Delaware limited liability company, on behalf of the company.


Notary Public

My Commission Expires:

5-9-15



ASSIGNEE:

STORE CAPITAL ACQUISITIONS, LLC, a
Delaware limited liability company

By: 

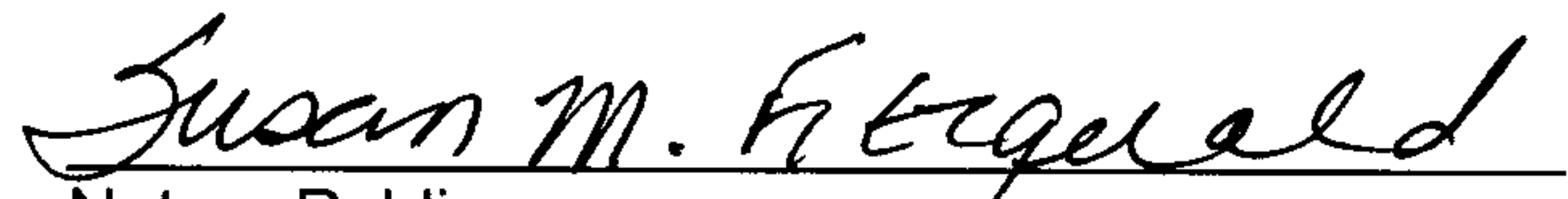
Name: Michael J. Zieg

Executive Vice President

Title: _____

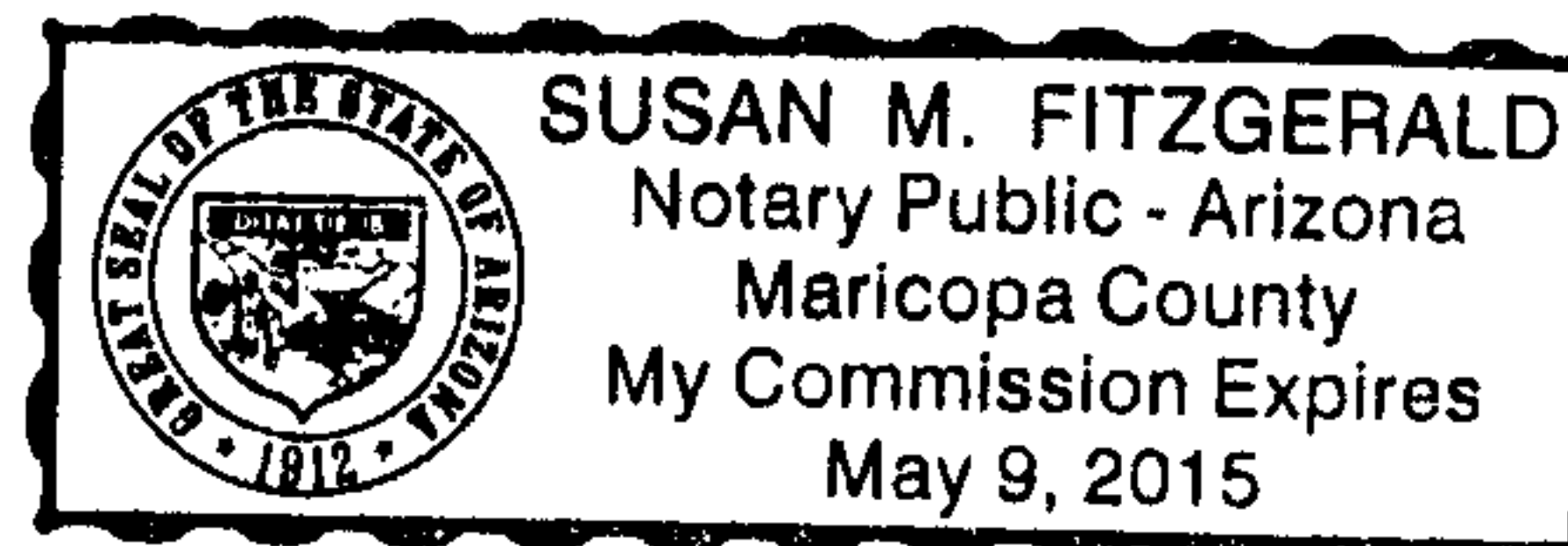
STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me on July 16, 2014 by Michael J. Zieg, as Executive Vice President of **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public

My Commission Expires:

5-9-15



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EXHIBIT A

PROPERTY

509 Highway 119 South, Alabaster, AL 35007

Parcel I:

A portion of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, described as follows:

Commence at the Southwest corner of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, and run Easterly along the South side of the said North half for 790.66 feet to the Point of Beginning; thence continue along the last described course for 342.22 feet; thence turn an angle of 57° 13' 19" to the left and run Northeasterly for 26.54 feet; thence run turn an angle of 84° 09' 30" to the left and run Northwesterly for 894.71 feet; thence turn an angle of 107° 39' 31" to the left and run Southwesterly 218.29 feet; thence turn an angle of 72° 20' 29" to the left and run Southeasterly for 445.66 feet; thence turn and angle of 90° 00' 00" to the right and run Southwesterly for 32.00 feet; thence turn an angle of 90° 00' 00" to the left and run Southeasterly 118.15 feet to point of beginning.

Being also described as:

A portion of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, described as follows:

Commence at the Southwest corner of the North half of the Southwest quarter of the Northeast quarter, Section 2, Township 21 South, Range 3 West, and run South 88° 07' 35" East along the South side of the said North half for 790.66 feet to the True Point of Beginning; thence run South 88° 07' 35" East, 342.22 feet to an iron pin; thence run North 34° 39' 06" East, 26.54 feet to an iron pin; thence run North 49° 30' 24" West, 894.71 feet to an iron pin; thence run South 22° 50' 05" West, 218.29 feet to an iron pin; thence run South 49° 30' 24" East, 445.66 feet to an iron pin; thence run South 40° 29' 36" West, 32.00 feet to an iron pin; thence run South 49° 30' 24" East, 118.15 feet to an iron pin, said pin being the true point of beginning.

Parcel II:

The beneficial rights as contained in that certain Indenture of Establishment of Protective Covenants, Conditions and Restrictions and Grants of Easements recorded in Book 52, Page 692 in the Probate Office of Shelby County, Alabama.



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