

**2012-013347**

**Klamath County, Oregon**

**12/03/2012 12:54:14 PM**

**Fee: \$182.00**

LINE OF CREDIT INSTRUMENT

DEED OF TRUST, ASSIGNMENT OF LEASES AND  
RENTS, SECURITY AGREEMENT AND FIXTURE FILING

from

NEW ALBERTSON'S, INC., as Grantor

to

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee

in favor of

WELLS FARGO BANK, NATIONAL ASSOCIATION,

as Administrative Agent, as Beneficiary

Maximum Principal Amount to be Advanced pursuant to the credit agreement secured by this  
Deed of Trust: \$1,650,000,000

Term or Maturity Date of the credit agreement secured by this Deed of Trust, exclusive of any  
option to renew the term or maturity date: August 30, 2017

Real Property Tax Account Nos. R873700, R872813 & P12435

DATED AS OF October 30, 2012

EFFECTIVE AS OF November 29, 2012

After recording, please return to:

Otterbourg, Steindler, Houston & Rosen, P.C.  
230 Park Avenue.  
New York, NY 10169

ATTN: Daniel P. Greenstein, Esq.

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of October 30, 2012, and effective as of November 29, 2012, is made by NEW ALBERTSON'S, INC., an Ohio corporation ("**Grantor**"), whose address is c/o SUPERVALU INC., 7075 Flying Cloud Drive, Eden Prairie, Minnesota 55344, Attention, Vice President, Business Law, as the grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (in such capacity and together with its successors in such capacity, "**Trustee**"), whose address is 200 SW Market Street, Terrace Level, Portland, Oregon 97201, as the trustee, for the benefit of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity and together with its successors in such capacity, "**Beneficiary**"), whose address is One Boston Place, 19<sup>th</sup> Floor, Boston, Massachusetts 02108, as the beneficiary. References to this "**Deed of Trust**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders, and replacements of this instrument.

#### Background

A. SUPERVALU INC., a Delaware corporation (the "**Lead Borrower**"), certain of the Lead Borrower's Subsidiaries (including Grantor) (together with the Lead Borrower, each a "**Borrower**" and collectively, the "**Borrowers**"), as further defined in the Credit Agreement), and certain of Lead Borrower's other Affiliates, as Guarantors (as further defined in the Credit Agreement) have entered into the Credit Agreement dated as of August 30, 2012 (as the same may be amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with several banks and other financial institutions from time to time parties thereto (the "**Lenders**") and Beneficiary. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

B. Pursuant and subject to the Credit Agreement, the Lenders have made, severally and not jointly, certain Loans to one or more of the Borrowers, and Grantor, as a Borrower, has agreed to execute and deliver this Deed of Trust in connection therewith.

#### Granting Clauses

For ten dollars (\$10) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, upon the trust, terms and conditions contained herein, Grantor agrees that to secure the payment and performance of the following obligations (collectively, the "**Secured Obligations**"):

- (a) the Obligations (as defined in the Credit Agreement), including, without limitation, (i) the aggregate principal amount of \$1,650,000,000 or so much thereof as may be advanced by the Lenders as Loans pursuant to the Credit Agreement and as is outstanding from time to time, together with interest thereon as provided by the Credit Agreement (including, without limitation, if and to the extent provided by the Credit Agreement, interest accruing after the maturity of the Loans made by each Lender and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to Grantor, whether or not a

claim for post-filing or post-petition interest is allowed in such proceeding), as evidenced by the Credit Agreement and, if requested by any Lender as provided by the Credit Agreement, certain promissory notes (as the same may be amended, supplemented or otherwise modified from time to time, the "**Notes**") and (ii) all Protective Advances (as defined below); and

(b) the performance and observance of each obligation, term, covenant and condition to be performed or observed by Grantor under, in connection with or pursuant to the provisions of this Deed of Trust;

GRANTOR HEREBY GRANTS TO TRUSTEE A LIEN UPON, AND HEREBY MORTGAGES, GRANTS, ASSIGNS, TRANSFERS, HYPOTHECATES, PLEDGES, BARGAINS, SELLS AND CONVEYS AND SETS OVER TO TRUSTEE AND TRUSTEE'S SUCCESSORS AND ASSIGNS, IN TRUST, FOR BENEFICIARY'S BENEFIT AND SECURITY (TOGETHER WITH POWER OF SALE THEREOF), all of the following property and rights and interests now owned or held or subsequently acquired by Grantor (collectively, the "**Trust Property**"):

(A) the parcel(s) of real property described on Schedule A attached hereto and made a part hereof (the "**Land**"), together with all of the buildings, improvements, and structures now located thereon (the "**Improvements**");

(B) all the estate, right, title, interest, claim or demand whatsoever of Grantor, in possession or expectancy, in and to the Land or Improvements or any part thereof;

(C) all right, title, estate and interest of Grantor in, to and under all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Premises (as defined below), and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Premises to the center line thereof;

(D) all right, title, estate and interest of Grantor in and to all buildings, improvements, structures, additions, and concessions to, the Land or Improvements, and substitutes and replacements thereof, subsequently acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Land or Improvements, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Land or offsite, and, in each such case, without any further mortgage, conveyance, assignment or other act by Grantor (collectively, the property and rights and interests described in the foregoing clauses (A) through (D), the "**Premises**");

(E) all right, title, estate and interest of Grantor in and to all of the "fixtures" (as defined in the Code, as defined below, of the State) from time to time attached to or contained in the Premises (but only while attached to or contained in the Premises),

including without limitation, screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, and other floor coverings, storm doors and windows, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigeration systems, and incinerating equipment, shelving, escalators, elevators, docks, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, and fittings (together with, in each case, attachments, components, parts and accessories);

(F) all right, title, estate and interest of Grantor in and to all substitutes and replacements of, and all additions, improvements and concessions to, the aforementioned fixtures, subsequently acquired by Grantor or constructed, assembled or placed by Grantor on the Premises or subsequently attached thereto, immediately upon such acquisition, construction, attachment, assembling or placement at the Premises (but only while attached to or contained in the Premises), without any further mortgage, conveyance, assignment or other act by Grantor (all of the foregoing property described in clauses (E) and (F), while attached to or contained in the Premises, being referred to as the “**Fixtures**”);

(G) all right, title, estate and interest of Grantor in, to and under all leases, subleases, underlettings, occupancy agreements, concession agreements, management agreements, licenses and other agreements entitling third parties to use or occupy the Premises or any part thereof, now existing or subsequently entered into by Grantor and whether written or oral and any guaranties of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the “**Leases**”), and all rights of Grantor in respect of security deposits thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Trust Property (collectively, the “**Rents**”);

(H) all right, title, estate and interest of Grantor in and to (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, management, occupancy, sale, leasing or financing of the Premises or Fixtures or any part thereof, all agreements relating to Grantor’s sale or lease of any portion of the Premises, and all agreements relating to Grantor’s purchase or lease of, or option to purchase or lease, any property which is adjacent or peripheral to the Premises together with the right to exercise any such option, and all leases of Fixtures (collectively, the “**Contracts**”); (ii) all consents, licenses, permits, variances, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Premises or any part thereof (collectively, the “**Permits**”); and (iii) all drawings, plans, specifications and similar or related items relating to the Premises (collectively, the “**Plans**”);

(I) all right, title, estate and interest of Grantor in and to all books and records and documents relating to the ownership, construction, maintenance, repair, operation, management, occupancy, sale, or leasing of the Premises or Fixtures or any part thereof, whether tangible or electronic, which contain any information relating to any of the foregoing, to the extent necessary or desirable to sell, transfer or otherwise realize on any of the other Trust Property (collectively, the “**Books and Records**”); and

(J) all right, title, estate and interest of Grantor in and to all proceeds (as defined in the Code of the State) of the foregoing, including, without limitation, all proceeds, products, offspring, rents, profits or receipts, in whatever form, arising from the other Trust Property, and including, without limitation, (i) cash, instruments and other property received, receivable or otherwise distributed in respect of or in exchange for any or all of the Trust Property, (ii) any and all proceeds of the collection, sale, lease, sublease, concession, exchange, assignment, licensing or other disposition of, or realization upon, any item or portion of the Trust Property (including, without limitation, all claims of Grantor against third parties for loss of, damage to, or destruction of, any of the Trust Property now existing or hereafter arising), (iii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Grantor from time to time with respect to any of the Trust Property, including all right, title, estate and interest of Grantor in and to all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Premises or Fixtures and Grantor’s interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below, (iv) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with the requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trust Property by any Governmental Authority (or any Person acting under color of Governmental Authority), including all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any easement or other right therein, and (v) any and all other amounts from time to time paid or payable under or from any of the Trust Property, both cash and noncash, of the foregoing;

PROVIDED, HOWEVER, that, notwithstanding anything to the contrary contained in clauses (A) through (J) above, for the avoidance of doubt (and without implication that such property would otherwise be included), the lien, security interest, mortgage, grant, assignment, transfer, hypothecation, pledge, bargain, sale, conveyance and set over created by this Deed of Trust is not intended to extend to, shall not extend to, and the term “Trust Property” shall not include, any Excluded Assets (as defined below), and Grantor shall from time to time at the request of Beneficiary give written notice to Beneficiary identifying in reasonable detail the Excluded Assets and shall provide to Beneficiary such other information regarding the Excluded Assets as Beneficiary may reasonably request.

For purposes hereof, “**Excluded Assets**” shall mean the following:

(i) any rights or interests in any contract, agreement, lease, permit, license, charter or license agreement, as such, if under the terms of such contract, agreement,



lease, permit, license, charter or license agreement, or applicable Law with respect thereto, the valid grant of a lien therein to Trustee or Beneficiary would constitute or result in a breach, termination or default under such contract, agreement, lease, permit, license, charter or license agreement and such breach, termination or default has not been or is not waived or the consent of the other party to such contract, agreement, lease, permit, license, charter or license agreement has not been or is not otherwise obtained or under applicable Law such prohibition cannot be waived; *provided*, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under Sections 79-0406, 79-0407 or 79-0408 of the Code of the State or other applicable Law or (ii) so as to limit, impair or otherwise affect Beneficiary's unconditional continuing liens in any rights or interests of Grantor in or to monies due or to become due under any such contract, lease, permit, license, charter or license agreement;

(ii) all ABL Priority Collateral; and

(iii) any checking, savings or other demand deposit account maintained by any Loan Party and exclusively used (a) for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of any Loan Party's employees, (b) for the receipt of Medicare and Medicaid receivables of a Loan Party, (c) to hold proceeds of ABL Priority Collateral, or (d) for the receipt and deposit of funds of a specific Person other than a Loan Party, or which a Loan Party is holding in trust or as a fiduciary for such Person, in each case in a manner permitted under the Credit Agreement or the other Loan Documents.

Notwithstanding the foregoing definition of Excluded Assets, nothing contained in this Deed of Trust shall affect the rights of Beneficiary or any other Lender with respect to any or all of the Excluded Assets as provided for in any other Loan Document.

TO HAVE AND TO HOLD the Trust Property and the rights and privileges hereby mortgaged, transferred and conveyed unto Trustee, its permitted successors and assigns for the uses and purposes set forth herein, until (i) the Commitments shall have expired or been terminated and (ii) the principal of and interest on each Loan and all fees and other Secured Obligations (other than unasserted contingent indemnification Obligations) shall have been indefeasibly performed and paid in full in cash.

#### Terms and Conditions

Grantor further represents, warrants, covenants, and agrees with Beneficiary as follows:

1. Warranty of Title. Grantor warrants the good and marketable title to the Premises, subject only to the matters that are set forth in Schedule B of any title insurance policy or policies being issued to Beneficiary to insure the lien of this Deed of Trust and Permitted Encumbrances under the Credit Agreement (collectively, the "***Permitted Exceptions***") and that Grantor has the full power, authority and right to execute, deliver and perform its obligations under this Deed of Trust and to encumber, mortgage, transfer, give, grant, bargain, sell, alienate, enfeoff, convey, confirm, warrant, pledge, assign and hypothecate the same and that this Deed of

Trust is and will remain a valid and enforceable lien on and security interest in the Trust Property, subject only to the Permitted Exceptions. Grantor shall forever warrant, defend and preserve such title and the validity and priority of the lien of this Deed of Trust and shall forever warrant and defend the same to Beneficiary against the claims of all Persons whomsoever.

2. Payment of Secured Obligations. Grantor shall pay and perform the Secured Obligations owing by it as and when due.

3. Requirements. Grantor shall comply with all provisions of the Credit Agreement regarding compliance with the requirements of Laws, orders, writs, injunctions, and decrees applicable to it or the Trust Property.

4. Payment of Taxes and Other Impositions. Grantor shall comply with all provisions of the Credit Agreement regarding payment and discharge of Taxes, assessments, and governmental charges or levies upon the Trust Property, subject to Grantor's right to contest the same as set forth therein.

5. Insurance. (a) Grantor shall (i) maintain or shall cause to be maintained such insurance with respect to it or the Trust Property as is required pursuant to the Credit Agreement; (ii) maintain such other insurance with respect to it or the Trust Property as may be required by applicable Law; and (iii) furnish to Beneficiary, upon written request, information as to the insurance carried as provided in the Credit Agreement.

(b) Grantor promptly shall comply with and conform to (i) all provisions of each such insurance policy, and (ii) all requirements of the insurers applicable to Grantor or to any of the Trust Property or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, or repair of any of the Trust Property. Grantor shall not use or permit the use of the Trust Property in any manner which would permit any insurer to cancel any insurance policy or void coverage required to be maintained by this Deed of Trust.

(c) If the Trust Property, or any part thereof, shall be destroyed or damaged, Grantor (or any other Borrower) shall give immediate notice thereof to Beneficiary in accordance with, and to the extent required by, Section 6.03(i) of the Credit Agreement. All insurance proceeds from the Trust Property shall be paid to Beneficiary to be held by Beneficiary as collateral to secure the payment and performance of the Secured Obligations. Notwithstanding the preceding sentence, provided that no Event of Default shall have occurred and be continuing, Grantor shall have the right to adjust such loss, and the insurance proceeds relating to such loss shall be paid over to Grantor; provided that Grantor shall, promptly after any such damage, repair all such damage regardless of whether any insurance proceeds have been received or whether such proceeds, if received, are sufficient to pay for the costs of repair. If an Event of Default shall have occurred and be continuing, Beneficiary shall have the right to adjust such loss and use the insurance proceeds to pay the Secured Obligations or repair the Trust Property in its sole and absolute discretion.

6. Restrictions on Liens and Encumbrances. Except for the lien of this Deed of Trust and the Permitted Exceptions, and except as expressly permitted by the Credit Agreement, Grantor shall not further mortgage, nor otherwise encumber the Trust Property nor

create or suffer to exist any lien, charge or encumbrance on the Trust Property, or any part thereof, whether superior or subordinate to the lien of this Deed of Trust and whether recourse or non-recourse.

7. Transfer Restrictions. Grantor shall not sell, transfer, convey, or assign all or any portion of, or any interest in, the Trust Property except pursuant to this Deed of Trust and as otherwise permitted under the Credit Agreement.

8. Maintenance. Grantor shall maintain or cause to be maintained all the Improvements in good condition and repair, ordinary wear and tear excepted, and shall not commit or suffer any waste of the Improvements. Grantor shall repair, restore, replace, or rebuild promptly any part of the Premises which may be damaged or destroyed by any casualty whatsoever.

9. Condemnation/Eminent Domain. Grantor (or any other Borrowers) shall notify Beneficiary of the pendency of the commencement of any action or proceeding for the taking of any interest in the Trust Property in accordance with, and to the extent required by, Section 6.03(i) of the Credit Agreement. If an Event of Default shall have occurred and be continuing, Beneficiary is hereby authorized and empowered by Grantor to settle or compromise any claim in connection with such condemnation and to receive all awards and proceeds thereof to be held by Beneficiary as collateral to secure the payment and performance of the Secured Obligations. Notwithstanding the preceding sentence, provided no Event of Default shall have occurred and be continuing, but subject to the terms and provisions of the Credit Agreement, Grantor shall, at its expense, diligently prosecute any proceeding relating to such condemnation, settle or compromise any claims in connection therewith and receive any awards or proceeds thereof.

10. Leases. Except as expressly permitted under the Credit Agreement, Grantor shall not lease, sublease, license, or sublicense all or any portion of, or any interest in, the Trust Property. Grantor may revise, modify, or amend any Lease without the consent of Beneficiary, provided that the Lease, as modified, is or would be expressly permitted under the Credit Agreement.

11. Further Assurances. Grantor agrees to execute any and all further documents, financing statements, agreements and instruments, and take all such further actions (including the filing and recording of financing statements and other documents), that may be required under any applicable Law, or which Beneficiary may reasonably request, to grant, preserve, protect or perfect the lien created or intended to be created by this Deed of Trust or the validity or priority of such lien, all at the expense of Grantor.

12. Beneficiary's Right to Perform. If Grantor fails to perform any of the covenants or agreements of Grantor hereunder (other than with respect to the failure to maintain insurance as required hereunder, in which case Beneficiary can immediately perform), and such failure constitutes an Event of Default, without waiving or releasing Grantor from any obligation or default under this Deed of Trust, Beneficiary may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, with interest at the rate provided for in the Credit Agreement, shall constitute Protective Advances secured by this Deed



of Trust and shall be a lien on the Trust Property prior to any right, title to, interest in or claim upon the Trust Property attaching subsequent to the lien of this Deed of Trust. No payment or advance of money or performance rendered by Beneficiary under this Section 12 shall be deemed or construed to cure any default or Event of Default or waive any right or remedy of Beneficiary.

13. Hazardous Material. Grantor shall comply with all provisions of the Credit Agreement regarding Hazardous Materials and Environmental Laws with respect to itself and the Trust Property.

14. Protective Advances. All Protective Advances shall: (a) become part of the Obligations and be secured by this Deed of Trust; (b) bear interest at the rate provided for in the Credit Agreement (commencing from the date that the funds are advanced by or on behalf of Beneficiary and continuing until Grantor has actually repaid such advances in full), the payment of which interest this Deed of Trust shall secure; and (c) be repaid by Grantor immediately or upon demand, which obligation shall survive repayment of all other Obligations or any foreclosure in connection with this Deed of Trust. As used herein, the term “**Protective Advance**” means any amount that Beneficiary advances or expends in its sole and absolute discretion to cure or seek to cure any default or in exercising any remedy of Beneficiary hereunder.

15. Events of Default. The occurrence of an Event of Default under the Credit Agreement shall constitute an Event of Default hereunder.

16. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Beneficiary may, and at the direction of the Required Lenders, shall, in addition to the other rights and remedies provided for herein, under applicable Law, under the Credit Agreement and the other Loan Documents, or otherwise available to it (including, to the extent permitted under the Credit Agreement, declaring amounts secured by this Deed of Trust to be due and payable, in whole or in part, whereupon the same shall immediately become due and payable), immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Trust Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

(i) Beneficiary may, to the extent permitted by applicable Law, (A) take immediate possession of all of the Trust Property and take such action as Beneficiary, in its sole judgment, deems necessary to protect and preserve the Trust Property, (B) institute, maintain and complete an action of mortgage foreclosure against all or any part of the Trust Property and cause the Trust Property to be sold in total or in parts, (C) purchase the Trust Property at foreclosure sale, (D) enforce any judgment received in connection with the exercise of remedies under the Credit Agreement or other Loan Documents, (E) sell all or part of the Trust Property (Grantor expressly granting to Beneficiary the power of sale), or (F) take such other action at law or in equity for the

enforcement of this Deed of Trust. Beneficiary may proceed in any such action to final judgment and execution thereon.

(ii) Beneficiary may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Trust Property or any other Collateral as security for the Secured Obligations, to the extent permitted by applicable Law, enter into and upon the Trust Property and each and every part thereof and exclude Grantor and its agents and employees therefrom without liability for trespass, damage or otherwise (Grantor hereby agreeing to surrender possession of the Trust Property to Beneficiary upon demand at any such time) and use, operate, manage, maintain and control the Trust Property and every part thereof. Following such entry and taking of possession, Beneficiary shall be entitled, without limitation, to the extent permitted by applicable Law, (x) to lease all or any part or parts of the Trust Property for such periods of time and upon such conditions as Beneficiary may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease, and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Trust Property as Beneficiary shall deem appropriate as fully as Grantor might do.

(iii) Beneficiary may, with respect to personal property included in the Trust Property, exercise all of the applicable rights and remedies of a secured party under the Code in effect in the state in which the Premises are located (the “*State*”).

(b) In case of a foreclosure sale, the Premises may be sold, at Beneficiary’s election, in one parcel or in more than one parcel and Beneficiary is specifically empowered, (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Trust Property to be held.

(c) Except as expressly provided above in this Section 16 or elsewhere in this Deed of Trust, presentment, demand, and protest and all other notices of any kind are hereby expressly waived.

17. Sale of the Properties; Application of Proceeds. Subject to the requirements of applicable Law, the proceeds or avails of a foreclosure sale and all moneys received by Beneficiary pursuant to any right given or action taken under the provisions of this Deed of Trust shall be applied in accordance with, and subject to, Section 8.03 of the Credit Agreement.

18. Right of Beneficiary to Credit Sale. Upon the occurrence of any sale made under this Deed of Trust, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Trust Property or any part thereof. In lieu of paying cash therefor, Beneficiary may make settlement for the purchase price by crediting upon the Secured Obligations or other sums secured by this Deed of Trust the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust. In such event, this Deed of Trust, the Credit Agreement, any Note and documents evidencing expenditures secured hereby may be presented to the Person conducting

the sale in order that the amount so used or applied may be credited upon the Secured Obligations as having been paid.

19. Appointment of Receiver. Upon the occurrence and during the continuance of any Event of Default, Beneficiary may, and at the direction of the Required Lenders, shall, in addition to the other rights and remedies provided for herein, under applicable Law or otherwise available to it as a matter of right and without notice to Grantor, unless otherwise required by applicable Law, and without regard to the adequacy or inadequacy of the Trust Property or any other collateral as security for the Secured Obligations or the interest of Grantor therein, apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Trust Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by applicable Law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, including, without limitation and to the extent permitted by applicable Law, the right to enter into leases of all or any part of the Trust Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Property unless such receivership is sooner terminated.

20. Extension, Release, etc. (a) Without affecting the Lien or charge of this Deed of Trust upon any portion of the Trust Property not then or theretofore released as security for the full amount of the Secured Obligations, Beneficiary may, from time to time and without notice, release or reconvey, or cause to be released or reconveyed any parcel, portion or all of the Trust Property in accordance with, and subject to, Section 9.10 of the Credit Agreement.

(b) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Trust Property or upon any other property of Grantor shall affect the Lien of this Deed of Trust or any Liens, rights, powers or remedies of Beneficiary hereunder, and such Liens, rights, powers and remedies shall continue unimpaired until this Deed of Trust is terminated or released in accordance with Section 40.

(c) If Beneficiary shall have the right to foreclose this Deed of Trust, Grantor authorizes Beneficiary at its option to foreclose the Lien of this Deed of Trust subject to the rights of any tenants of the Trust Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be asserted by Grantor as a defense to any proceeding instituted by Beneficiary to collect the Secured Obligations or to foreclose the Lien of this Deed of Trust.

(d) Unless expressly provided otherwise, in the event that ownership of this Deed of Trust and title to the Trust Property or any estate therein shall become vested in the same Person, this Deed of Trust shall not merge in such title but shall continue as a valid lien on the Trust Property for the amount secured hereby.

21. Security Agreement under Uniform Commercial Code. (a) It is the intention of the parties hereto that this Deed of Trust shall constitute a security agreement within the meaning of the Uniform Commercial Code (the "**Code**") of the State, as to which Grantor is the debtor and Beneficiary is the secured party. As security for the payment and performance of

the Secured Obligations, Grantor hereby grants to Beneficiary a security interest in all of Grantor's right, title and interest, in, to and under all of the Fixtures, the Leases, the Rents, the Contracts, the Permits, the Plans, the Books and Records and the other Trust Property that constitutes personal property. Upon the occurrence and during the continuance of any Event of Default, Beneficiary may, and at the direction of the Required Lenders, shall, in addition to the other rights and remedies provided for herein, under applicable Law or otherwise available to it under the Credit Agreement and other Loan Documents at Beneficiary's option either (i) proceed under the Code of the State and exercise such rights and remedies as may be provided to a secured party by the Code of the State with respect to all or any portion of the Trust Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treat such property as real property and proceed with respect to both the real and personal property constituting the Trust Property in accordance with Beneficiary's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code of the State shall not apply). If Beneficiary shall elect to proceed under the Code of the State, then ten days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall include, but not be limited to, reasonable attorneys' fees and legal expenses. At Beneficiary's request, Grantor shall assemble the personal property and make it available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both parties hereto.

(b) Grantor and Beneficiary agree, to the extent permitted by applicable Law, that: (i) this Deed of Trust shall be effective, from the date of recording in the real property records of the county in which the Land is located, as a financing statement filed as a "fixture filing" within the meaning of the Code of the State; (ii) this Deed of Trust covers goods that are fixtures related to the real property included in the Trust Property; (iii) New Albertson's, Inc., an Ohio corporation, is the record owner of such real property; (iv) the respective names and mailing addresses for Grantor and Beneficiary are as set forth in the initial paragraph of this Deed of Trust; and (v) Grantor is an organization, the type of organization and the jurisdiction of organization for Grantor are set forth in the initial paragraph of this Deed of Trust, and the organizational identification number for Grantor is 1825907.

(c) Grantor, upon request by Beneficiary from time to time, shall execute, acknowledge and deliver to Beneficiary one or more separate security agreements, in form reasonably satisfactory to Beneficiary, covering all or any part of the Trust Property and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement or certificate or other document as Beneficiary may reasonably request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Deed of Trust and any such security agreements. Grantor further agrees to pay to Beneficiary on demand all costs and expenses incurred by Beneficiary in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Beneficiary shall reasonably require. Pursuant to the provisions of the Code, Grantor hereby authorizes Beneficiary to file any such financing and continuation statements as required by the Credit Agreement. The filing of any financing or continuation statements in the records relating to personal property or chattels shall not be construed as in any



way impairing the right of Beneficiary to proceed against any personal property encumbered by this Deed of Trust as real property, as set forth above.

22. Assignment of Rents. Grantor hereby assigns to Beneficiary the Rents as further security for the payment and performance of the Secured Obligations, and Grantor grants to Beneficiary the right to enter the Trust Property for the purpose of collecting the same and to let the Trust Property or any part thereof, and to apply the Rents on account of the Secured Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Secured Obligations (other than unasserted contingent indemnification Obligations) are paid in full, but Beneficiary hereby waives the right to enter the Trust Property for the purpose of collecting the Rents and Grantor shall be entitled to collect, receive, use and retain the Rents until the occurrence of an Event of Default under this Deed of Trust; such right of Grantor to collect, receive, use and retain the Rents may be revoked by Beneficiary upon the occurrence of any Event of Default under this Deed of Trust by giving not less than five days' written notice of such revocation to Grantor. In the event such notice is given, Grantor shall pay over to Beneficiary, or to any receiver appointed to collect the Rents, any lease security deposits. Grantor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

23. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of Section 10.02 of the Credit Agreement to Grantor in care of Lead Borrower and to Beneficiary at the address of the Administrative Agent as specified therein.

24. No Oral Modification. This Deed of Trust may not be amended, supplemented, or otherwise modified except in accordance with the provisions of Section 10.01 of the Credit Agreement. To the extent permitted by applicable Law, any agreement made by Grantor and Beneficiary after the effective date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate Lien or encumbrance.

25. Partial Invalidity. In the event any one or more of the provisions contained in this Deed of Trust should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. Notwithstanding anything to the contrary contained in this Deed of Trust or in any provisions of the Loan Documents, the obligations of Grantor and of any other obligor under the Loan Documents to repay the Secured Obligations shall be subject to the limitation that Beneficiary shall not charge, take or receive, nor shall Grantor or any other obligor be obligated to pay to Beneficiary, any amounts constituting interest in excess of the maximum rate permitted by Law to be charged by Beneficiary, as provided by Section 10.09 of the Credit Agreement.



26. Grantor's Waiver of Rights. To the fullest extent permitted by applicable Law, Grantor waives the benefit of all Laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Trust Property, (ii) any extension of the time for the enforcement of the collection of the Secured Obligations or the creation or extension of a period of redemption from any sale, and (iii) exemption of the Trust Property from attachment, levy or sale under execution or exemption from civil process. To the fullest extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any Law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Deed of Trust before exercising any other remedy granted hereunder and Grantor, for Grantor and its successors and assigns, and for any and all Persons ever claiming any interest in the Trust Property, to the extent permitted by applicable Law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created.

27. Remedies Not Exclusive. In addition to any rights and remedies that Beneficiary may have under the Credit Agreement and the other Loan Documents, Beneficiary shall be entitled to exercise all rights and powers under this Deed of Trust or under any applicable Laws now or hereafter in force with respect hereto, notwithstanding that some or all of the Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect Beneficiary's right to realize upon or enforce any other security now or hereafter held by Beneficiary, it being agreed that Beneficiary shall not be required to look first to, enforce or exhaust any other security, collateral or guaranties and that Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary in such order and manner as Beneficiary may determine in its absolute discretion. No remedy herein conferred upon or reserved to Beneficiary is intended to be exclusive of any other remedy herein or by Law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Beneficiary or to which Beneficiary is otherwise entitled may be exercised concurrently or independently from time to time and as often as may be deemed expedient by Beneficiary in accordance therewith. In no event shall Beneficiary, in the exercise of the remedies provided in this Deed of Trust (including, without limitation, in connection with the assignment of Rents to Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Trust Property), be deemed a "mortgagee in possession," and Beneficiary shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

28. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Deed of Trust, Beneficiary shall now or hereafter hold one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Secured Obligations upon other property in the State (whether or not such property is owned by Grantor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent

permitted by applicable Law, Beneficiary may, at its election, commence or consolidate in a single foreclosure action all foreclosure proceedings against all such collateral securing the Secured Obligations (including the Trust Property), which action may be brought or consolidated in the courts of any county in the State in which any of such collateral is located. Grantor acknowledges that the right to maintain a consolidated foreclosure action in the State is a specific inducement to Beneficiary to extend the Secured Obligations, and Grantor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of *forum non conveniens* which it may now or hereafter have. Grantor further agrees that if Beneficiary shall be prosecuting one or more foreclosure or other proceedings against a portion of the Trust Property or against any collateral other than the Trust Property, which collateral directly or indirectly secures the Secured Obligations, or if Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral, then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State, Beneficiary may commence or continue foreclosure proceedings and exercise its other remedies granted in this Deed of Trust against all or any part of the Trust Property and Grantor waives any objections to the commencement or continuation of a foreclosure of this Deed of Trust or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Deed of Trust or such other proceedings on such basis. Neither the commencement nor continuation of proceedings to foreclose this Deed of Trust nor the exercise of any other rights hereunder nor the recovery of any judgment by Beneficiary in any such proceedings shall prejudice, limit or preclude Beneficiary's right to commence or continue one or more foreclosure or other proceedings or obtain a judgment against any other collateral (either in or outside the State) which directly or indirectly secures the Secured Obligations, and Grantor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other proceedings or exercise of any remedies in such proceedings based upon any action or judgment connected to this Deed of Trust, and Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other proceedings or any action under this Deed of Trust on such basis. It is expressly understood and agreed that to the fullest extent permitted by applicable Law, Beneficiary may, at its election, cause the sale of all collateral which is the subject of a single foreclosure action in the State at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties hereto to dispose of and administer all collateral securing the Secured Obligations (directly or indirectly) in the most economical and least time-consuming manner.

29. Successors and Assigns. Whenever in this Deed of Trust any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party as permitted by the Credit Agreement; and all covenants, promises and agreements by or on behalf of Grantor or Beneficiary that are contained in this Deed of Trust shall run with the Premises and bind and inure to the benefit of their respective successors and assigns. References in this Deed of Trust to a "party to this Deed of Trust" or to "the parties hereto" are references to one or both, as the case may be, of Grantor and Beneficiary.

30. No Waivers, etc. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the

Trust Property, any part of the security held for the obligations secured by this Deed of Trust without, as to the remainder of the security, in anywise impairing or affecting the lien of this Deed of Trust or the priority of such lien over any subordinate lien. No failure or delay of Beneficiary in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. No waiver of any provision of this Deed of Trust or consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be permitted as provided in Section 24, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on Grantor in any case shall entitle Grantor to any other or further notice or demand in similar or other circumstances.

31. Governing Law, etc. The provisions of this Deed of Trust regarding the creation, perfection, and enforcement of the Liens and security interests granted herein shall be governed by and construed under the Laws of the State. All other provisions of this Deed of Trust and the rights and obligations of Grantor and Beneficiary, including the provisions of the Credit Agreement and any other Loan Document incorporated or referenced herein shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York, without regard to the conflict of laws principles thereof that would result in the application of any Law other than the Law of the State of New York.

32. Certain Definitions. The word "Grantor" shall be construed as if it reads "Grantors" whenever the sense of this Deed of Trust so requires and if there shall be more than one Grantor, the obligations of Grantors shall be joint and several. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust shall be used interchangeably in singular or plural form and the word "**Grantor**" shall mean "each Grantor or any subsequent owner or owners of the Trust Property or any part thereof or interest therein," the word "**Beneficiary**" shall mean "Beneficiary or any successor Administrative Agent or other permitted agent for the Lenders permitted by the Credit Agreement," and the words "**Trust Property**" shall include any portion of the Trust Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Deed of Trust are for convenience or reference only and in no way limit or amplify the provisions hereof.

33. Consent to Jurisdiction and Service of Process; Waiver of Jury Trial. (a) GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND THE TRUST PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF ANY COURT OF THE STATE OR OF ANY NEW YORK STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN NEW YORK COUNTY, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OF TRUST, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN

THE AFORESAID COURTS. GRANTOR AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS DEED OF TRUST SHALL AFFECT ANY RIGHT THAT BENEFICIARY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS DEED OF TRUST AGAINST GRANTOR OR THE TRUST PROPERTY IN THE COURTS OF ANY JURISDICTION IF REQUIRED TO REALIZE UPON THE TRUST PROPERTY OR ENFORCE ANY JUDGMENT.

(b) GRANTOR FURTHER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS DEED OF TRUST IN ANY OF THE AFORESAID COURTS IN CLAUSE (a) ABOVE. GRANTOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT.

(c) GRANTOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 23, EXCLUDING SERVICE OF PROCESS BY MAIL. NOTHING IN THIS DEED OF TRUST WILL AFFECT THE RIGHT OF GRANTOR OR BENEFICIARY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) GRANTOR, AND BENEFICIARY, BY ACCEPTANCE HEREOF, EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEED OF TRUST. GRANTOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY TO THIS DEED OF TRUST HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN SECTION 10.15 OF THE CREDIT AGREEMENT.

34. Future Advances. This Deed of Trust is given to secure the Secured Obligations and shall secure not only obligations with respect to presently existing indebtedness but also any and all other obligations that may hereafter be owing to the Administrative Agent and the Lenders under the Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances, re-advances, and Protective Advances (collectively, "***Future Advances***"), in each case pursuant to the Credit Agreement or the other Loan Documents, whether such Future Advances are obligatory or to be made at the option of the Administrative Agent, the Lenders, or otherwise, to the same extent as if such Future Advances were made on the date of the execution of this



Deed of Trust. The Lien of this Deed of Trust shall be valid as to all Secured Obligations secured hereby, including Future Advances, from the time of delivery hereof by Grantor to Beneficiary. This Deed of Trust is intended to, and shall, be valid and have priority over all subsequent Liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Premises. Although this Deed of Trust is given to secure all Future Advances made by Beneficiary or the other Lenders to or for the benefit of any Borrower, Grantor, or the Trust Property, pursuant to this Deed of Trust or in connection with the Trust Property, the Credit Agreement or other Loan Documents, whether obligatory or optional, Grantor and Beneficiary acknowledge and agree that Beneficiary and the Lenders are obligated by the terms of the Loan Documents to make certain Future Advances, subject to the fulfillment of the relevant conditions set forth in the Loan Documents.

35. Beneficiary as Agent; Successor Agents. (a) Beneficiary has been appointed to act as agent hereunder by the other Lenders pursuant to the Credit Agreement. Beneficiary shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Trust Property) in accordance with the Credit Agreement, any related agency agreement among the Loan Parties, Beneficiary and the other Lenders (collectively, as amended, amended and restated, supplemented or otherwise modified or replaced from time to time, the “*Agency Documents*”) and this Deed of Trust. Grantor and all other Persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Beneficiary, without inquiry into the existence of required consents or approvals of the Lenders therefor.

(b) Beneficiary shall at all times be the same Person that is the Administrative Agent or other permitted agency role under the Agency Documents. Beneficiary may resign and a successor agent may be appointed in the manner provided in the Credit Agreement, and written notice of resignation by the Administrative Agent or other permitted agent pursuant to the Agency Documents shall also constitute notice of resignation as Beneficiary under this Deed of Trust. Removal of the Administrative Agent or other permitted agent pursuant to any provision of the Agency Documents shall also constitute removal as Beneficiary under this Deed of Trust. Appointment of a successor Administrative Agent or other permitted agent pursuant to the Agency Documents shall also constitute appointment of a successor Beneficiary under this Deed of Trust. Upon the acceptance of any appointment as Administrative Agent or other permitted agent by a successor Administrative Agent or other permitted agent under the Agency Documents, that successor Administrative Agent or other permitted agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent or other permitted agent as Beneficiary under this Deed of Trust, and the retiring or removed Beneficiary shall promptly (i) assign and transfer to such successor Beneficiary all of its right, title and interest in and to this Deed of Trust and the Trust Property, and (ii) execute and deliver to such successor Beneficiary such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Beneficiary of the Liens and security interests created hereunder, whereupon such retiring or removed Beneficiary shall be discharged from its duties and obligations under this Deed of Trust. After any retiring or removed Beneficiary’s resignation or removal hereunder as Beneficiary, the provisions of this Deed of Trust and the Agency Documents shall inure to such

Beneficiary's benefit as to any actions taken or omitted to be taken by it under this Deed of Trust while it was Beneficiary hereunder.

36. Intercreditor Agreement. This Deed of Trust and the Liens granted to the Beneficiary pursuant to this Deed of Trust or any other Loan Documents in any Trust Property and the exercise of any right or remedy with respect to any Trust Property hereunder or any other Loan Document are subject to the provisions of the Intercreditor Agreement by and between Beneficiary as ABL Agent and Credit Suisse AG as Term Loan Agent (as the same may be amended, supplemented or otherwise modified from time to time, the "***Intercreditor Agreement***"). In the event of any inconsistency between the terms of this Deed of Trust and the terms of the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control.

37. Addendum. The terms and conditions set forth in the Addendum attached hereto are made an integral part hereof and are incorporated in this Deed of Trust as though fully set forth in the body of this Deed of Trust. If any conflict exists between the terms and provisions contained in the body of this Deed of Trust and the terms and provisions set forth in the Addendum, the terms and provisions set forth in the Addendum shall control.

38. Incorporation of Credit Agreement; No Conflicts. The terms of the Credit Agreement are incorporated by reference herein as though set forth in full detail. In the event of any conflict between the terms and provisions of this Deed of Trust relating to the creation, perfection and enforcement of the real property liens and the terms and provisions of the Credit Agreement, the terms and provisions of this Deed of Trust shall control; in the event of a conflict between any other term or provision of this Deed of Trust (other than Section 31) and the Credit Agreement, the terms and provisions of the Credit Agreement shall control.

39. Rights and Responsibilities of Trustee; Other Provisions Relating to Trustee. Notwithstanding anything to the contrary in this Deed of Trust, Grantor and Beneficiary agree as follows:

(a) Trustee's Exercise of Remedies. If this Deed of Trust or applicable Law authorizes or empowers Beneficiary to exercise any remedies set forth in Section 16 or otherwise, or perform any acts in connection therewith, Trustee (but not to the exclusion of Beneficiary unless so required under the law of the State) shall have the power to exercise any or all such remedies, and to perform any acts provided for in this Deed of Trust in connection therewith, all for the benefit of Beneficiary and on Beneficiary's behalf in accordance with applicable law of the State. In connection therewith, Trustee: (a) shall not exercise, or waive the exercise of, any of Beneficiary's remedies (other than any rights of Trustee to any indemnity or reimbursement), except at Beneficiary's request, and (b) shall exercise, or waive the exercise of, any or all of Beneficiary's remedies at Beneficiary's request, and in accordance with Beneficiary's directions as to the manner of such exercise or waiver. Trustee may, however, decline to follow Beneficiary's request or direction if Trustee shall be advised by counsel that the action or proceeding, or manner thereof, so directed may not lawfully be taken or waived.

(b) Rights and Privileges of Trustee. To the extent that this Deed of Trust requires Grantor to reimburse Beneficiary for any expenditures Beneficiary may incur, Trustee shall be entitled to the same rights to reimbursement of expenses as Beneficiary, subject to such

limitations and conditions as would apply in the case of Beneficiary. To the extent that this Deed of Trust negates or limits Beneficiary's liability as to any matter, Trustee shall be entitled to the same negation or limitation of liability. To the extent that Grantor, pursuant to this Deed of Trust, appoints Beneficiary as Grantor's attorney in fact for any purpose, Beneficiary or (when so instructed by Beneficiary) Trustee shall be entitled to act on Grantor's behalf without joinder or confirmation by the other.

(c) Authority of Beneficiary. If Beneficiary is a banking corporation, state banking corporation or a national banking association and the instrument of appointment of any successor or replacement Trustee is executed on Beneficiary's behalf by an officer of such corporation, state banking corporation or national banking association, then such appointment may be executed by any authorized officer or agent of Beneficiary and such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of Beneficiary.

(d) Effect of Appointment of Successor Trustee. Upon the appointment and designation of any successor, substitute or replacement Trustee, Trustee's entire estate and title in the Trust Property shall vest in the designated successor, substitute or replacement Trustee. Such successor, substitute or replacement Trustee shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee. All references herein to Trustee shall be deemed to refer to Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder.

(e) Confirmation of Transfer and Succession. Any new Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of such new Trustee's predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of any successor, substitute or replacement Trustee, any former Trustee ceasing to act shall execute and deliver an instrument transferring to such successor, substitute or replacement Trustee all of the right, title, estate and interest in the Trust Property of Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver all properties and moneys held by said Trustee hereunder to said successor, substitute or replacement Trustee.

(f) Exculpation. Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or otherwise be responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence, willful misconduct or knowing violation of Law. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted Trustee, upon the Trust Property for debts contracted or liability or damages incurred in the management or operation of the Trust Property. Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any

manner from any other moneys (except to the extent required by Law). Trustee shall be under no liability for interest on any moneys received by it hereunder.

(g) Endorsement and Execution of Documents. Upon Beneficiary's written request, Trustee shall, without liability or notice to Grantor, execute, consent to, or join in any instrument or agreement in connection with or necessary to effectuate the purposes of the Loan Documents. Grantor hereby irrevocably designates Trustee as its attorney in fact to execute, acknowledge and deliver, on Grantor's behalf and in Grantor's name, all instruments or agreements necessary to implement any provision(s) of this Deed of Trust or to further perfect the lien created by this Deed of Trust on the Trust Property. This power of attorney shall be deemed to be coupled with an interest and shall survive any disability of Grantor.

(h) Multiple Trustees. If Beneficiary appoints multiple trustees, then any Trustee, individually, may exercise all powers granted to Trustee under this instrument, without the need for action by any other Trustee(s).

(i) No Required Action. Trustee shall not be required to take any action under this Deed of Trust or to institute, appear in or defend any action, suit or other proceeding in connection therewith where in Trustee's opinion such action will be likely to involve Trustee in expense or liability, unless requested so to do by a written instrument signed by Beneficiary and, if Trustee so requests, unless Trustee is tendered security and indemnity satisfactory to Trustee against any and all costs, expense and liabilities arising therefrom. Trustee shall not be responsible for the execution, acknowledgment or validity of the Loan Documents, or for the proper authorization thereof, or for the sufficiency of the lien and security interest purported to be created hereby, and makes no representation in respect thereof or in respect of the rights, remedies and recourses of Beneficiary.

(j) Terms of Trustee's Acceptance. Trustee accepts the trust created by this Deed of Trust upon the following terms and conditions:

(i) Delegation. Trustee may exercise any of its powers through appointment of attorney(s) in fact or agents.

(ii) Security. Trustee shall be under no obligation to take any action upon any Event of Default unless furnished security or indemnity, in form satisfactory to Trustee, against costs, expenses, and liabilities that Trustee may incur.

(iii) Costs and Expenses. Grantor shall reimburse Trustee, as part of the Loan Obligations secured hereunder, for all reasonable disbursements and expenses (including reasonable legal fees and expenses) incurred by reason of or arising from an Actionable Default and as provided for in this Deed of Trust, including any of the foregoing incurred in Trustee's administering and executing the trust created by this Deed of Trust and performing Trustee's duties and exercising Trustee's powers under this Deed of Trust.

40. Termination; Release. This Deed of Trust, the Liens in favor of Beneficiary and all other security interests granted hereby shall terminate with respect to all Secured Obligations when (i) the Commitments shall have expired or been terminated, and (ii)



the principal of and interest on each Loan and all fees and other Secured Obligations (other than unasserted contingent indemnification Obligations) shall have been indefeasibly performed and paid in full in cash. In addition, the Trust Property or any portion thereof shall be released from the Liens of this Deed of Trust in accordance with the provisions of the Credit Agreement. Upon any such termination or release of this Deed of Trust, the Liens in favor of Beneficiary, or other security interests granted hereby, at Grantor's cost and expense, Beneficiary shall record or cause to be recorded a satisfaction and release of this Deed of Trust, in full or in part as the case may be, in the proper real estate records.

41. Second Lien Status. Anything contained in this Deed of Trust to the contrary notwithstanding, Grantor and Beneficiary acknowledge and agree that so long as the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (together with all amendments, modifications, and supplements thereto, the **"First Lien Deed of Trust"**) in favor of the Term Loan Agent (as defined in the Intercreditor Agreement), securing the obligations under the Term Loan Agreement (as defined in the Intercreditor Agreement) and encumbering the Trust Property and intended to be recorded before the recordation of this Deed of Trust, has not been terminated or released of record, this Deed of Trust shall be subject and subordinate to the lien and the terms and provisions of the First Lien Deed of Trust. Notwithstanding anything to the contrary contained in this Deed of Trust, all of the terms, covenants and provisions of this Deed of Trust shall be subject and subordinate to the terms and provisions of the First Lien Deed of Trust and the rights of the holder thereunder. So long as the First Lien Deed of Trust has not been terminated or released of record (but subject always to the terms of the Intercreditor Agreement), (i) in the event of any inconsistency between the terms of this Deed of Trust (or the Grantor's obligations hereunder) and the terms of the First Lien Deed of Trust (or the Grantor's obligations thereunder) the terms of the First Lien Deed of Trust shall control and (ii) to the extent the consent of Beneficiary is required for matters set forth herein, the consent of Beneficiary will be deemed given when, as, if, and to the same extent that, the holder of the First Lien Deed of Trust consents.

**[ADDENDUM IMMEDIATELY FOLLOWS]**

## ADDENDUM TO DEED OF TRUST

### State Specific Provisions – Oregon

- (a) The following disclosure is made by Beneficiary to Grantor pursuant to Or. Rev. Stat. § 746.201:

#### WARNING

Unless you (Grantor) provide us (Beneficiary) with evidence of the insurance coverage as required by this Deed of Trust and the other Loan Documents, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the Collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable Law.

- (b) Any and all references in this Deed of Trust to mechanic's or materialman's liens or claims shall include "construction" liens or claims as governed by Oregon law.
- (c) Grantor warrants that this Deed of Trust is not and shall at all times continue not to be a residential trust deed (as that term is defined in Or. Rev. Stat. § 86.705(5)).
- (d) The following disclosure is made pursuant to Or. Rev. Stat. § 41.580:

**UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.**

- (e) If any Event of Default has occurred and is continuing, in addition to the other rights and remedies provided for in this Deed of Trust, under applicable Law, under the Credit Agreement and the other Loan Documents, or otherwise

available to Beneficiary, Beneficiary may direct Trustee, and Trustee will be empowered, to foreclose this Deed of Trust by advertisement and sale in accordance with applicable Law.

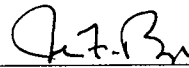
**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

Unofficial  
Copy

This Deed of Trust has been duly executed and delivered by Grantor and is effective as of the effective date first above written.

**GRANTOR:**

**NEW ALBERTSON'S, INC.,**  
an Ohio corporation

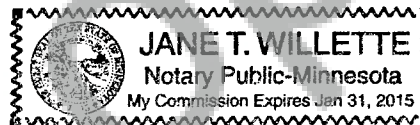
By:   
Name: John F. Boyd  
Title: Vice President and Treasurer

STATE OF MINNESOTA    )  
                                      )  
COUNTY OF HENNEPIN    )    SS.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2012, by John F. Boyd, the Vice President and Treasurer of NEW ALBERTSON'S, INC., a corporation under the laws of the State of Ohio, on behalf of said corporation.

  
Notary Public  
My Commission Expires: 1/31/15

[SEAL]





## SCHEDULE A

**File No.: NCS-116-SV577-MPLS**

Real property in the City of Klamath Falls, County of Klamath, State of Oregon, described as follows:

PARCEL 1:

PARCEL 1 OF LAND PARTITION 15-99, FILED NOVEMBER 9, 1999 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING PARCEL 2 OF "LAND PARTITION 24-98" SITUATED IN LOTS 1 THRU 8 OF BLOCK 1, AND LOTS 1, 2, 3, 8 AND 9 OF BLOCK 2 OF "BAILEY TRACTS NO. 2" BEING IN THE NE 1/4 SE 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

PARCEL 2:

PARCEL 3 OF LAND PARTITION 24-98, FILED DECEMBER 14, 1998 IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, SITUATED IN LOTS 1 THROUGH 8 OF BLOCK 1 AND LOTS 1, 2, 3, 8 AND 9 OF BLOCK 2 OF "BAILEY TRACTS NO. 2" AND THE NE 1/4 SE 1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

TOGETHER WITH THE BENEFITS OF THE EASEMENTS APPURTENANT TO THE LAND AS SET FORTH IN THE FOLLOWING:

- (A) ACCESS EASEMENT BY ALBERTSON'S REALTY, INC. TO ALBERTSON'S INC., DATED MAY 7, 1993, RECORDED MAY 7, 1993 IN VOLUME M93, PAGE 10256 OF THE RECORDS OF KLAMATH COUNTY, OREGON.
- (B) GRANT OF SIGN AND VISIBILITY EASEMENT BY MULVEY LOVING TRUST TO ALBERTSON'S, INC., DATED SEPTEMBER 23, 1993, RECORDED SEPTEMBER 23, 1993 IN VOLUME M93, PAGE 24620 OF THE RECORDS OF KLAMATH COUNTY, OREGON.
- (C) DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND COMMON AREA MAINTENANCE AGREEMENT BY AND BETWEEN CAN AM RETAIL PARTNERS-KLAMATH FALLS, LLC AND ALBERTSON'S, INC., DATED MAY 2, 2000, RECORDED MAY 2, 2000 IN VOLUME M00, PAGE 15747 OF THE RECORDS OF KLAMATH COUNTY, OREGON.

A.P.N.: R-3909-002DA-01501  
R-3909-002DA-01001

Current property address:  
5500 South 6th Street  
Klamath Falls, OR