

2013-003499

Klamath County, Oregon

04/02/2013 01:02:01 PM

Fee: \$62.00

THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:

SCHULTE ROTH & ZABEL LLP
919 Third Avenue
New York, New York 10022
Attention: Marshall S. Brozost, Esq.

Until a change is requested all tax
statements shall be sent to the following
address:

ABS OR-O LLC
250 Parkcenter Blvd.
Boise, Idaho 83706

Date: as of March 21, 2013
Unit: 577

STATUTORY WARRANTY DEED

NEW ALBERTSON'S, INC., Grantor, a corporation under the laws of Ohio, as successor by merger to New Albertson's, Inc., a Delaware corporation, whose address is 250 Parkcenter Blvd., Boise, Idaho 83706, conveys and warrants to ABS OR-O LLC, Grantee, a limited liability company under the laws of Delaware, whose address is 250 Parkcenter Blvd., Boise, Idaho 83706, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Exhibit A attached hereto and made a part hereof ("*Property*").

The true and actual consideration for this conveyance is \$0.00. However, other property or value was either part or the whole consideration. (Here comply with requirements of ORS 93.030)

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any; and

Oregon Store #577

2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the Property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenants thereunto belonging or in any wise appertaining.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple and that Grantor has good right and lawful authority to sell and convey the Property. Grantor hereby warrants marketable title to the Property. Grantor warrants that the Property is free of all encumbrances except those described hereinabove.

In the case of any breach of Grantor's warranties herein contained, whether such warranties are express or implied, the liability of Grantor shall be limited to Grantor's interest in the Property hereby conveyed (immediately prior to the conveyance described in this deed) and all amounts (collectively, "*Indemnified Amounts*") which are recovered from the non-affiliated transferors prior to Grantor in the Property's chain of title ("*Prior Transferors*") or pursuant to any title insurance policies for the Property existing prior to the date of this deed ("*Pre-Existing Title Policy*").

Grantor irrevocably assigns to Grantee all of Grantor's right, title and interest in and to all Indemnified Amounts, including without limitation all claims, actions, rights of recovery and indemnity, losses, damages, expenses and fees (including, without limitation, reasonable attorneys' fees and court costs), at law, in equity or by contract, which Grantor may now or hereafter have against any and all Prior Transferors or under any Pre-Existing Title Policy, and Grantor hereby irrevocably designates and appoints Grantee as Grantor's attorney-in-fact, coupled with an interest, with respect to all Indemnified Amounts.

Notwithstanding any provision herein to the contrary, the warranties and covenants contained herein shall be solely for the benefit of and enforceable by Grantee hereunder and for no other party including heirs, successors and assigns of Grantee and under no circumstances shall such warranties and covenants be deemed to run with the land.

Without limiting the foregoing provisions, if Grantee makes any claim against Grantor as the result of any alleged breach of any covenants or warranties in this deed, upon Grantor's receipt of Grantee's written notice of such

breach to the address set forth below, Grantor shall either (i) make and diligently pursue all claims against the Prior Transferors and against any title insurance company under any applicable Pre-Existing Title Policy, or (ii) permit Grantee, in the name of Grantor, to make any or all such claims, in all cases at the sole cost and expense of Grantee, including without limitation counsel selected and retained by Grantee as is reasonably acceptable to Grantor. If Grantor is named by any third-party in any proceeding in connection with any such claim, Grantee (at Grantee's sole cost) shall, with counsel reasonably acceptable to Grantor, defend and procure the dismissal of Grantor from such proceeding (subject to the requirements of law in connection with pursuing the claims against the Prior Transferors and the title insurance company, as applicable).

Grantor's address for notice pursuant to the immediately foregoing paragraph is as follows: 250 Parkcenter Blvd., Boise, Idaho 83706.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, this instrument has been executed as of 21 day of March, 2013.

GRANTOR:

NEW ALBERTSON'S, INC.

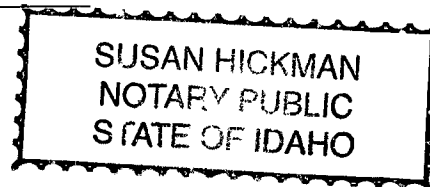
By: M Bessent
Its: Treasurer

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

This instrument was acknowledged before me on this 15th day of March, 2013
by M Bessent as Treasurer of
New Albertson's, Inc., a Ohio corporation, on behalf of the corporation.

Susan Hickman

Notary Public for Idaho
My commission expires: 5/13/17



Unit: 577

Oregon Store #577

EXHIBIT A

See Attached

Store #577
Address: 5500 South 6th St.,
Klamath Falls
State: OR

Exhibit "A"

Real property in the 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.