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CLERK OF THE CIRCUIT COURT



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JUVENILE DIVISION

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COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

IMAGING COVER PAGE

This cover page is not a part of the original documents but is
necessary to avoid obscuring any information on
the original documents

Case: 2010 TD 005821



00048724185

Dkt: TD83 Pg#:

5

Original Documents Follow

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

12/14/2012

FULL LEGAL DESCRIPTION
Parcel ID Number: 09-0580-100

December 26, 2012
Tax Year: 2009
Certificate Number: 5821

BEG AT NW COR OF SEC 13 S ALG W LI OF SEC 1320 96/100 FT N 89 DEG 43 MIN 38 SEC E 15 FT N 89 DEG 43 MIN 38 SEC E 559 95/100 FT TO W R/W LI PINE FOREST RD (150 FT R/W) S 27 DEG 36 MIN 47 SEC E 464 69/100 FT FOR POB CONT S 27 DEG 36 MIN 47 SEC E 188 65/100 FT S 62 DEG 23 MIN 13 SEC W 58 67/100 FT S 88 DEG 53 MIN 47 SEC W 199 44/100 FT TO PC OF 25 FT RADIUS CURVE CONCAVE NELY (CH BRG N 45 DEG 32 MIN 5 SEC W 35 70/100 FT) NWLY ALG ARC OF CURVE 39 77/100 FT TO PT THEREOF N 0 DEG 2 MIN 3 SEC E 173 30/100 FT S 89 DEG 57 MIN 57 SEC E 189 33/100 FT TO POB OR 5868 P 1574

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**TC 10U, LLC PENDER NEWKIRK CUST TC10U, LLC
PO BOX 172299
TAMPA, Florida, 33672**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
5821	09-0580-100	06/01/2010	13-1S3-111 BEG AT NW COR OF SEC 13 S ALG W LI OF SEC 1320 96/100 FT N 89 DEG 43 MIN 38 SEC E 15 FT N 89 DEG 43 MIN 38 SEC E 559 95/100 FT TO W R/W LI PINE FOREST RD (150 FT R/W) S 27 DEG 36 MIN 47 SEC E 464 69/100 FT FOR POB CONT S 27 DEG 36 MIN 47 SEC E 188 65/100 FT S 62 DEG 23 MIN 13 SEC W 58 67/100 FT S 88 DEG 53 MIN 47 SEC W 199 44/100 FT TO PC OF 25 FT RADIUS CURVE CONCAVE NELY (CH BRG N 45 DEG 32 MIN 5 SEC W 35 70/100 FT) NWLY ALG ARC OF CURVE 39 77/100 FT TO PT THEREOF N 0 DEG 2 MIN 3 SEC E 173 30 ... See attachment for full legal description.

2012 TAX ROLL

BI LO LLC ATTN REAL ESTATE DEPT
208 BI LO BLVD
GREENVILLE , South Carolina 29607

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

mmattp777 (Matt Pallardy)

Applicant's Signature

12/14/2012

Date

FULL LEGAL DESCRIPTION
Parcel ID Number: 09-0580-100

December 26, 2012
Tax Year: 2009
Certificate Number: 5821

BEG AT NW COR OF SEC 13 S ALG W LI OF SEC 1320 96/100 FT N 89 DEG 43 MIN 38 SEC E 15 FT N 89 DEG 43 MIN 38 SEC E 559 95/100 FT TO W R/W LI PINE FOREST RD (150 FT R/W) S 27 DEG 36 MIN 47 SEC E 464 69/100 FT FOR POB CONT S 27 DEG 36 MIN 47 SEC E 188 65/100 FT S 62 DEG 23 MIN 13 SEC W 58 67/100 FT S 88 DEG 53 MIN 47 SEC W 199 44/100 FT TO PC OF 25 FT RADIUS CURVE CONCAVE NELY (CH BRG N 45 DEG 32 MIN 5 SEC W 35 70/100 FT) NWLY ALG ARC OF CURVE 39 77/100 FT TO PT THEREOF N 0 DEG 2 MIN 3 SEC E 173 30/100 FT S 89 DEG 57 MIN 57 SEC E 189 33/100 FT TO POB OR 5868 P 1574

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

mmattp777 (Matt Pallardy)
Applicant's Signature

12/14/2012
Date

PAM CHILDERS
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

CLERK TO THE BOARD OF
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**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

IMAGING COVER PAGE

This cover page is not a part of the original documents but is necessary to avoid obscuring any information on the original documents

Case: 2010 TD 005821



00027743302

Dkt: TD82 Pg#:

20

Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10178

February 11, 2013

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 02-11-1993, through 02-11-2013, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

BI-LO, LLC

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

February 11, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10178

February 11, 2013

131S311100002018 - Full Legal Description

BEG AT NW COR OF SEC 13 S ALG W LI OF SEC 1320 96/100 FT N 89 DEG 43 MIN 38 SEC E
15 FT N 89 DEG 43 MIN 38 SEC E 559 95/100 FT TO W R/W LI PINE FOREST RD (150 FT R/W)
S 27 DEG 36 MIN 47 SEC E 464 69/100 FT FOR POB CONT S 27 DEG 36 MIN 47 SEC E 188
65/100 FT S 62 DEG 23 MIN 13 SEC W 58 67/100 FT S 88 DEG 53 MIN 47 SEC W 199 44/100 FT
TO PC OF 25 FT RADIUS CURVE CONCAVE NELY (CH BRG N 45 DEG 32 MIN 5 SEC W 35
70/100 FT) NWLY ALG ARC OF CURVE 39 77/100 FT TO PT THEREOF N 0 DEG 2 MIN 3 SEC
E 173 30/100 FT S 89 DEG 57 MIN 57 SEC E 189 33/100 FT TO POB OR 5868 P 1574

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10178

February 11, 2013

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Lease between Pensacola Supermarket Owners, LLC and BI-LO, LLC recorded in O.R. Book 5681, page 547. Amended in O.R. Book 5868, page 1581.
2. Taxes for the year 2008-2011 delinquent. The assessed value is \$219,194.00. Tax ID 09-0580-100.

PLEASE NOTE THE FOLLOWING:

- A. Taxes and assessments due now or in subsequent years.
- B. Subject to Easements, Restrictions and Covenants of record.
- C. Oil, gas, mineral or any other subsurface rights of any kind or nature.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 9-3-2013

TAX ACCOUNT NO.: 09-0580-100

CERTIFICATE NO.: 2010-5821

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

 X Notify City of Pensacola, P.O. Box 12910, 32521

 X Notify Escambia County, 190 Governmental Center, 32502

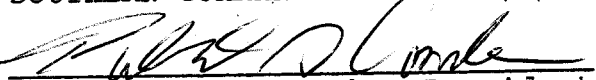
 X Homestead for tax year.

BI-LO, LLC
Attn: Real Estate Dept.
208 BI-LO Blvd.
Greenville, SC 29607

Pensacola Supermarket Owners, LLC
249 East 48th St.
New York, NY 10017

Certified and delivered to Escambia County Tax Collector,
this 11th day of February, 2013.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

AFTER RECORDING, RETURN TO:

Jenkins & Gilchrist
1445 Ross Avenue, Suite 3000
Dallas, Texas 75202
Attention: Jeffrey R. Giese, Esq.

[space above reserved for recorder's use only]

THIS INSTRUMENT PREPARED BY:

Jenkins & Gilchrist
1445 Ross Avenue, Suite 3000
Dallas, Texas 75202
Attention: Jeffrey R. Giese, Esq.

Property Address: 7859 Pine Forest Road, Pensacola, Florida
Tax Parcel Number: Being a portion of No. 13-1s-31-1100-001-018

SPECIAL WARRANTY DEED
Site No. 223

STATE OF FLORIDA

COUNTY OF ESCAMBIA

§
§
§

THIS SPECIAL WARRANTY DEED made as of this 2th day of February, 2006, by **PENSACOLA SUPERMARKET OWNERS, LLC**, a Delaware limited liability company, whose mailing address is 249 East 48th Street, New York, New York 10017 (hereinafter called the "**Grantor**") to **BI-LO, LLC**, a Delaware limited liability company, whose mailing address is 208 BI-LO Boulevard, Greenville, South Carolina 29607, Attention: Real Estate Department (hereinafter called the "**Grantee**").

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSED: That the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, the following (a) the parcels of real property situated in the County of Escambia, State of Florida, as more fully described on **Exhibit A** attached hereto and made a part hereof (collectively the "**Land**"); (b) all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof; (c) all the estate and rights of Grantor in and to the Land and all easements, rights and appurtenances thereto, and (d) all easements pertaining thereto, hereinafter referred collectively referred to as the "**Property**".

RETURN TO: 0-060197- (MP)
LandAmerica - Commercial Services
1001 N. Lake Destiny Road Ste 250
Maitland, FL 32751

This conveyance is made subject to the encumbrances and exceptions (the "Permitted Exceptions") described in Exhibit "B", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

IN WITNESS WHEREOF, the said grantor has hereunto set hand and seal as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:
PENSACOLA SUPERMARKET OWNERS, LLC, a Delaware limited liability company

Witness Signature

[Handwritten Signature]
Name: SAID DIB

By:

[Handwritten Signature]
Scott Kaufman, its Manager

Witness Signature

[Handwritten Signature]
Name: HARRIET KAUFMAN

STATE OF NEW YORK)
COUNTY OF NEW YORK)

ss.

On the 8 day of February in the year 2006, before, me, the undersigned personally appeared Scott Kaufman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten Signature]
NOTARY PUBLIC

[Notary Stamp]

RICHARD J. HERR
Notary Public, State of New York
No. 01HE8870420
Qualified in New York County
Commission Expires March 30, 20

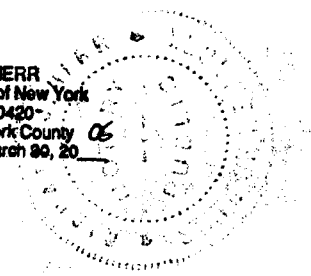


EXHIBIT "A"
Property
#0223 Bruno
7859 Pine Forest Road, Pensacola, Florida

Lot 2, Bruno's Pine Forest Subdivision, an unrecorded subdivision approved by the Escambia County, Florida Development Review Committee, Development Review #05027562, dated October 26, 2005, more particularly described as follows:

Commence at the Northwest corner of Section 13, Township 1 South, Range 31 West, Escambia County, Florida; thence South along the West line of Section 13, a distance of 1320.96 feet; thence North $89^{\circ}-43'-38''$ East, 15.0 feet to the Northwest corner of property conveyed to Bruno's, Inc., in Book 3040, Page 107, Official Records, Escambia County, Florida; thence continue North $89^{\circ}-43'-38''$ East along the North line of said Bruno's, Inc. property, a distance of 559.95 feet to the Northeast corner of said Bruno's, Inc. property and the West right-of-way line of Pine Forrest Road (150 foot right-of-way); thence South $27^{\circ}-36'-47''$ East along the East line of said Bruno's, Inc. property and said West right-of-way line, a distance of 464.69 feet to the Point of Beginning of the property herein described; thence continue South $27^{\circ}-36'-47''$ East, along said East line of Bruno's, Inc. property and said West right-of-way line, a distance of 188.65 feet; thence South $62^{\circ}-23'-13''$ West, 58.67 feet; thence South $88^{\circ}-53'-47''$ West, 199.44 feet to the PC of a 25 foot radius curve concave Northeastwardly (chord bears North $45^{\circ}-32'-05''$ West, 35.70 feet); thence Northwestwardly along the arc of said curve 39.77 feet to the PT thereof; thence North $00^{\circ}-02'-03''$ East, 173.30 feet; thence South $89^{\circ}-57'-57''$ East, 189.33 feet to the Point of Beginning.

EXHIBIT "B"
Permitted Exceptions

1. Rights of all persons claiming by, through or under same, by virtue of the reservation, grant or lease of the oil, gas and/or minerals lying within the lands described in Schedule A, as contained in instrument recorded in Official Records Book 2396, Page 49.
2. Storm Water Agreement between Lefferts L. Mabie, Jr. and Bruno's, Inc., d/b/a Alabama Bruno's, an Alabama corporation recorded in Official Records Book 3040, Page 132.
3. Easement for telephone service to BellSouth Telecommunications, Inc., recorded in Official Records Book 3175, Page 172.
4. Easement for electric service to Gulf Power Company, recorded in Official Records Book 3252, Page 361.
5. Such matters as shown on the survey prepared by Donald W. Rowe, PLS, Registration No. 4373, dated February 11, 2005, last revised January 30, 2006, prepared for MKAssociates

6
44.00
A

Record & Return to:
LandAmerica - Brigitte Sawicki
1302 N. 19th Street, Suite 200
Tampa, FL 33605
File # T-043204

This instrument prepared by or under the supervision of
~~(and after recording should be returned to):~~

Name: Jeffrey Giese, Esq.
Address: Jenkens & Gilchrist, P.C.
1445 Ross Ave., Suite 3200
Dallas, Texas 75202

Property Address: 7859 Pine Forest Road, Pensacola, Florida
Tax Parcel Number: 13-1s-31-1100-001-018

(Space reserved for Clerk of Court)

MEMORANDUM OF LEASE

Site 223

THIS MEMORANDUM OF LEASE is made as of June 30, 2005 by and between **PENSACOLA SUPERMARKET OWNERS, LLC**, a Delaware limited liability company, whose mailing address is c/o Cardinal Capital Partners, Inc., 8214 Westchester Drive, 9th Floor, Dallas, Texas 75225 ("Landlord") and **BI-LO, LLC**, a Delaware limited liability company ("Tenant") whose mailing address is: 208 BI-LO Boulevard, Greenville, South Carolina 29607, Attention: Real Estate Department.

WITNESSETH:

PURSUANT to the terms of that certain Lease Agreement dated as of June 30, 2005 between Landlord and Tenant (the "Lease"), Landlord has leased and demised unto Tenant, and Tenant has leased and hired from Landlord, all of the following described land, together with all improvements now or hereafter located thereon (said land and improvements are referred to herein as the "Premises"):

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

TO HAVE AND TO HOLD the Premises during the initial term commencing on June 30, 2005 and terminating on June 30, 2025, unless sooner terminated as provided in the Lease.

1. **Memorandum.** Reference is hereby made to the Lease for the full covenants, agreements, rights and obligations of Landlord and Tenant with respect to the Premises. In the event of any inconsistency between the provisions set forth in this Memorandum and those set forth in the Lease, the Lease shall control.

2. **Renewal Options.** So long as Tenant is not in default under the Lease, Tenant shall have four (4) renewal options of five (5) years each upon thirteen (13) months prior written notice to Landlord, exercisable in accordance with the provisions of the Lease.

3. **Notice to Lienors.** All persons are hereby notified that Tenant does not have the power to subject Landlord's interest in the Premises to any mechanic's liens or construction liens, and that the Landlord's interest in the Premises shall not be subject to any such liens for improvements made by Tenant. All persons who furnish work, service or materials for improvements to the Premises at the request of Tenant or any person claiming under, by or through Tenant, must look to the interest of Tenant and not to that of Landlord, as provided in Florida Statutes §713.10.

4. **Radon Notice.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

[signatures next two pages]

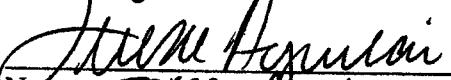
IN WITNESS WHEREOF, Landlord and Tenant have executed this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature



Name: Valerie A. Hollingsworth

Witness Signature


Name: TERESA Aguilar

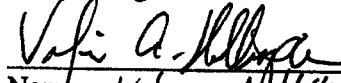
LANDLORD:

PENSACOLA SUPERMARKET OWNERS, LLC,
a Delaware corporation

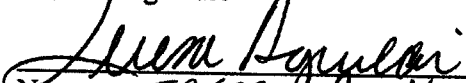
By: 
M. Scott Kipp, Authorized Agent

Signed, sealed and delivered in the presence of:

Witness Signature


Name: Valerie A. Hollingsworth

Witness Signature


Name: TERESA Aguilar

TENANT:

BI-LO, LLC,
a Delaware limited liability company

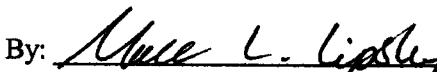
By: 
Marc L. Lipshy, Vice President

EXHIBIT "A"

**LEGAL DESCRIPTION OF PREMISES
#0223 Bruno
7859 Pine Forest Road, Pensacola, Florida**

A Description of Lot 18 and that portion of Lot 19,
of the National Land Sales Company Subdivision
of Section 13, Township 1 South, Range 31 West,
Escambia County, Florida
Deed Book 104, Page 400

That certain real property lying, being and situated in the County of Escambia, State of Florida, being described as follows:

Lot 18 and that portion of Lot 19, of the National Land Sales Company Subdivision of Section 13, Township 1 South, Range 31 West, Escambia County Florida, according to Plat Recorded in Deed Book 104 at page 400 of the Public Records of said county, less and except road right of way of Pine Forest and Chellie Road, more particularly described as follows: Commence at the Northwest corner of Section 13, Township 1 South, Range 31 West, Escambia County, Florida; thence go South along the West line of Section 13 for a distance of 1320.96 feet; thence deflect 90 degrees 16 minutes 22 seconds to the left and go a distance of 15.00 feet to the Point of Beginning; thence deflect 90 degrees 16 minutes 22 seconds to the right and go a distance of 654.70 feet; thence deflect 90 degrees 50 minutes 16 seconds to the left and go a distance of 896.83 feet to the Westerly right of way line of Pine Forest Road (150'R/W); thence deflect 116 degrees 45 minutes 48 seconds to the left and go along said right of way line for a distance of 726.98 feet; thence deflect 62 degrees 40 minutes 28 seconds to the left and go a distance of 559.95 feet to the point of beginning.

After Recording Return to:
Jennifer Maxwell, LandAmerica
7557 Rambler Road, 12th Floor
Dallas, Texas 75231
BRUNO'S # 223

AFPER RECORDING, RETURN TO:

Jenkins & Gilchrist
1445 Ross Avenue, Suite 3000
Dallas, Texas 75202
Attention: Jeffrey R. Giese, Esq.

[space above reserved for recorder's use only]

THIS INSTRUMENT PREPARED BY:

Jenkins & Gilchrist
1445 Ross Avenue, Suite 3000
Dallas, Texas 75202
Attention: Jeffrey R. Giese, Esq.

Property Address: 7859 Pine Forest Road, Pensacola, Florida
Tax Parcel Number: Being a portion of No. 13-1s-31-1100-001-018

**AMENDMENT TO
MEMORANDUM OF LEASE**

STATE OF FLORIDA §
 §
COUNTY OF ESCAMBIA §

THIS AMENDMENT TO MEMORANDUM OF LEASE ("Amendment") is made and entered into on this the 8th day of February, 2006, by and between PENSACOLA SUPERMARKET OWNERS, LLC, a Delaware limited liability company ("Landlord"), and BI-LO, LLC., a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant have entered into that certain Lease dated as of June 30, 2005 (the "Lease"), pursuant to the terms of which Landlord has leased to Tenant and Tenant has leased from Landlord the Premises (as defined in the Lease), subject to and in accordance with the terms and provisions of the Lease. Concurrently with the execution of the Lease, Landlord and Tenant entered into that certain Memorandum of Lease (the "Memorandum"), dated of even date with the Lease, which Memorandum was recorded on July 15, 2005, in the Official Records Book 5681, Page 547, Escambia County, Florida.

B. Landlord has re-platted the Premises, and has established two (2) separate legal parcels.

RETURN TO: 6-0160197-L ME
LandAmerica - Commercial Services
1001 N. Lake Destiny Road Ste 250
Maitland, FL 32751

C. Landlord and Tenant now desire to amend the Memorandum of Lease to reflect the new legal description of the Premises.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Defined Terms. All terms which are defined in the Lease and not otherwise specifically defined herein shall have the meanings set forth for such terms in the Lease.
2. Amendment to Memorandum. Exhibit A to the Memorandum is hereby deleted in its entirety and Exhibit A attached hereto is substituted in lieu thereof (such that, from and after the date of this Amendment, the "Land" shall be deemed to be that certain property described on Exhibit A attached hereto and made a part hereof).
3. Counterparts. This Amendment may be executed in separate counterparts, each of which shall constitute an original, and all of which, when taken together, shall be deemed one and the same instrument. In addition, Landlord and Tenant agree that facsimile signatures on this Amendment shall be deemed effective as originals for all purposes.
4. Memorandum Continues in Effect. Except as expressly amended by the terms and provisions of this Amendment, the Memorandum is and shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Name: SAUD DIB

Witness Signature

Name: HARRIET KAUFMAN

LANDLORD:

PENSACOLA SUPERMARKET OWNERS, LLC,
a Delaware limited liability company

By: Scott Kaufman, its Manager

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

On the 8 day of February, in the year 2006, before, me, the undersigned personally appeared Scott Kaufman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Richard J. Herr
NOTARY PUBLIC

[Notary Stamp]

RICHARD J. HERR
Notary Public, State of New York
No. 01HE0570420
Qualified in New York County NY
Commission Expires March 30, 2007

Signed, sealed and delivered in the presence of:

Witness Signature

Janet Doyen
Name: JANET DOYEN

Witness Signature

Jonnie L. Callahan
Name: JONNIE L. CALLAHAN

TENANT:

BI-LO, LLC,
a Delaware limited liability company

By: *Marc L. Lipshy*
Marc L. Lipshy, Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 7th day of February, 2006, by Marc L. Lipshy, Vice President of BI-LO, LLC, a Delaware limited liability company, on behalf of said limited liability company. He is personally known to me or has produced _____ as identification and took an oath.



(SEAL)

Mary Eaton
Notary Public for the State of Texas
Commission Expires: 9-24-08

EXHIBIT "A"
Premises

LOT 1

Commence at the Northwest corner of Section 13, Township 1 South, Range 31 West, Escambia County, Florida; thence South along the West line of Section 13, a distance of 1320.96 feet; thence North $89^{\circ}-43'-38''$ East, 15.0 feet to the Northwest corner of property conveyed to Bruno's, Inc., in Book 3040, Page 107, Official Records, Escambia County, Florida and the Point of Beginning of the property herein described; thence continue North $89^{\circ}-43'-38''$ East along the North line of said Bruno's, Inc. property, a distance of 559.95 feet to the Northeast corner of said Bruno's, Inc. property and the West right-of-way line of Pine Forrest Road (150 foot right-of-way); thence South $27^{\circ}-36'-47''$ East along the East line of said Bruno's, Inc. property and said West right-of-way line, a distance of 464.69 feet; thence North $89^{\circ}-57'-57''$ West, 189.33 feet; thence South $00^{\circ}-02'-03''$ West, 173.30 feet to the PC of a 25 foot radius curve concave Northeastwardly (chord bears South $45^{\circ}-32'-05''$ East, 35.70 feet); thence Southeastwardly along the arc of said curve 39.77 feet to the PT thereof; thence North $88^{\circ}-53'-47''$ East, 199.44 feet; thence North $62^{\circ}-23'-13''$ East, 58.67 feet to said East line of Bruno's, Inc. property and said West right-of-way line of Pine Forrest Road; thence South $27^{\circ}-36'-47''$ East along said East line of Bruno's, Inc. property and said West right-of-way line, a distance of 73.67 feet to the Southeast corner of said Bruno's, Inc. property; thence South $89^{\circ}-09'-40''$ West, along the South line of said Bruno's, Inc. property, a distance of 897.01 feet to the Southwest corner of said Bruno's, Inc. property thence North along the West line of said Bruno's, Inc. property, a distance of 654.70 feet to the Point of Beginning.

EXHIBIT "B"
Tenant's Outparcel

LOT 2

Commence at the Northwest corner of Section 13, Township 1 South, Range 31 West, Escambia County, Florida; thence South along the West line of Section 13, a distance of 1320.96 feet; thence North $89^{\circ}-43'-38''$ East, 15.0 feet to the Northwest corner of property conveyed to Bruno's, Inc., in Book 3040, Page 107, Official Records, Escambia County, Florida; thence continue North $89^{\circ}-43'-38''$ East along the North line of said Bruno's, Inc. property, a distance of 559.95 feet to the Northeast corner of said Bruno's, Inc. property and the West right-of-way line of Pine Forrest Road (150 foot right-of-way); thence South $27^{\circ}-36'-47''$ East along the East line of said Bruno's, Inc. property and said West right-of-way line, a distance of 464.69 feet to the Point of Beginning of the property herein described; thence continue South $27^{\circ}-36'-47''$ East, along said East line of Bruno's, Inc. property and said West right-of-way line, a distance of 188.65 feet; thence South $62^{\circ}-23'-13''$ West, 58.67 feet; thence South $88^{\circ}-53'-47''$ West, 199.44 feet to the PC of a 25 foot radius curve concave Northeastwardly (chord bears North $45^{\circ}-32'-05''$ West, 35.70 feet); thence Northwestwardly along the arc of said curve 39.77 feet to the PT thereof; thence North $00^{\circ}-02'-03''$ East, 173.30 feet; thence South $89^{\circ}-57'-57''$ East, 189.33 feet to the Point of Beginning.