

PREPARED BY:

Greensfelder, Hemker & Gale, P.C.
10 South Broadway, Suite 2000
St. Louis, Missouri 63102
Alfred Henneboehle, Esq.
Ph. (314) 241-9090

RETURN TO:

Junior Food Stores of West Florida, Inc.
619 Eighth Avenue
Crestview, FL 32536
Attention: Real Estate Department
Ph. (850) 682-5171

AS TO MISSISSIPPI FORMATTING REQUIREMENTS, PREPARED BY:

Edley H. Jones III (MS Bar No. 3201)
McGlinchey Stafford, PLLC
Post Office Drawer 22949
Jackson, MS 39225-2949
(601) 960-8400

INDEXING INSTRUCTIONS: Lot 6, Property Commerce Subdivision, Plat Book 67, Page 14,
DeSoto County, Mississippi *S 28, T 1, R 8*

STATE OF MISSISSIPPI
COUNTY OF DESOTO

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF THE SUM OF TEN DOLLARS, CASH IN HAND PAID
BY THE GRANTEE (AS HEREINAFTER DEFINED), AND OTHER GOOD AND VALUABLE
CONSIDERATIONS, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

SM PROPERTIES MEMPHIS FUEL CENTERS, L.L.C., a Missouri limited
liability company
11420 Lackland
St. Louis MO 63146-6928
Ph. (314) 994-4400
GRANTOR

DOES HEREBY GRANT, BARGAIN, SELL, CONVEY AND WARRANT SPECIALLY UNTO

JUNIOR FOOD STORES OF WEST FLORIDA, INC., a Florida corporation
619 Eighth Avenue
Crestview, FL 32536
Attention: Real Estate Department
Ph. (850) 682-5171
GRANTEE

1291969
Horn Lake Fuel Center - #767

THE REAL ESTATE SITUATED IN DESOTO COUNTY, STATE OF MISSISSIPPI, and being more particularly described as follows (the "Property"):

See legal description set forth on EXHIBIT A attached hereto and incorporated herein by this reference.

The Property and this conveyance are subject to the Permitted Exceptions as defined in the Asset Purchase Agreement (as it may be amended, modified and/or supplemented in accordance with its terms, the "Purchase Agreement") dated as of August 1, 2011, by and among Kroger Limited Partnership I, an Ohio limited partnership ("Kroger") and/or its designated Affiliates (the "Designated Affiliates" and together with Kroger, "Purchaser"), The Kroger Co., an Ohio corporation ("Kroger Co." and together with Purchaser, the "Purchaser Parties"), Schnuck Markets, Inc., a Missouri corporation ("SMI"), SM Properties Memphis Fuel Centers, L.L.C., a Missouri limited liability company ("SMFC"), SM Properties Memphis, L.L.C., a Missouri limited liability company ("SMP") and SM Properties, L.P., a Missouri limited partnership ("SMLP" and together with SMI, SMFC and SMP, "Sellers") and enumerated on EXHIBIT B attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining to the said GRANTEE, its successors and assigns in fee simple forever. The said GRANTOR does hereby covenant with Grantee that Grantor will warrant specially and forever defend the title to said real estate to GRANTEE, its successors and assigns, against the lawful claims of all persons claiming by, through or under GRANTOR, but not further or otherwise, subject, however, to the Permitted Exceptions. Whenever used, the singular number shall include the plural, the plural singular, and the use of any gender shall be applicable to all genders.

EFFECTIVE, this the 12th day of September, 2011.

[Signature Page to Follow]

WITNESS the signature of Grantor as of the day and year acknowledged below.

GRANTOR:



SM PROPERTIES MEMPHIS FUEL CENTERS,
L.L.C., a Missouri limited liability company

By: 
Name: Scott C. Schnuck
Title: Manager

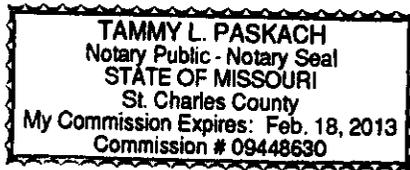
STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

On this 8th day of September, 2011, before me, a Notary Public in and for said state, personally appeared Scott C. Schnuck, being the Manager of SM Properties Memphis Fuel Centers, L.L.C., a Missouri limited liability company, known to me to be the person who executed the foregoing instrument in behalf of said limited liability company by authority of its members, and he acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires:



Grantee's Address:
Junior Food Stores of West Florida, Inc.
619 Eighth Avenue
Crestview, FL 32536
Attention: Real Estate Department
Ph. (850) 682-5171

Grantor's Address:
SM Properties Memphis Fuel Centers, L.L.C.
11420 Lackland
St. Louis MO 63146-6928
Ph. (314)994-4400

EXHIBIT A

LEGAL DESCRIPTION

A tract of land situated in the Southwest Quarter of Section 28, Township 1 North, Range 8 West, Chickasaw Meridian, all in DeSoto County, Mississippi and being more particularly described as:

Lot 6, Property Commerce Subdivision in Section 28, Township 1 South, Range 8 West, DeSoto County, Mississippi, according to the plat thereof recorded in Plat Book 67, Page 14, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Property Address: 3950 Goodman Rd., Horn Lake, MS 38637

EXHIBIT B**PERMITTED EXCEPTIONS**

1. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title disclosed by that certain Survey dated September 7, 2011 by Pickering Firm, Inc.
2. Real estate taxes and assessments for the year 2011 and subsequent years, not yet due or payable. (Parcel #1-08-8-28-20-0-00006.00)
3. Any zoning, subdivision, building and other governmental restrictions.
4. Any prior reservation or conveyance, together with release of damages, of mineral of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the property.
5. Easements as recited on Plat as recorded in Plat Book 67, Page 14 of the Public Records of DeSoto County, Mississippi.
6. Terms, provisions, conditions, covenants and easements as set forth in that certain Declaration of Easements, Covenants, Conditions and Restrictions, dated 06/30/99, filed 07/06/99 and recorded in Book 355, Page 179 of the Public Records of DeSoto County, Mississippi.
7. Terms and provisions of that certain Easement Agreement for Parking by and between Horn Lake Shopping Center, LTD and American Properties, LP, dated 12/12/03, filed 12/22/03 and recorded in Book 461, Page 213 of the Public Records of DeSoto County, Mississippi.