

SECOND AMENDMENT TO LEASE

AND

FIRST AMENDMENT TO SHORT FORM LEASE

This instrument prepared by
 JEROME K. LANNING
 1212 BANK FOR SAVINGS BLDG.
 BIRMINGHAM, ALABAMA 35203

THIS SECOND AMENDMENT TO LEASE AND FIRST AMENDMENT TO SHORT FORM LEASE made this 27 day of April, 1978, between SHELBY MART, LTD., an Alabama limited partnership, hereinafter called "Landlord", and WINN-DIXIE MONTGOMERY, INC., a Kentucky corporation qualified to do business in Alabama, hereinafter called "Tenant", which terms "Landlord" and "Tenant" shall include, wherever the context admits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties,

W I T N E S S E T H :

WHEREAS, by lease dated July 21, 1977, a short form thereof appearing of record in Book 308 at Page 454, Office of Judge of Probate, Shelby County, Alabama, Landlord did lease and demise unto Tenant certain premises, particularly described in said lease, located in a shopping center development known as "Shelby Mart" situated at the southwesterly corner of the intersection of U. S. Highway No. 31 and Cross Creek Trail in the City of Pelham, County of Shelby, State of Alabama, for the term and upon the conditions and rentals stipulated in said lease; and

WHEREAS, said lease dated July 21, 1977 was amended by Amendment to Lease dated December 19, 1977; and

WHEREAS, the parties desire to amend said lease as hereinbelow set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations paid by Landlord to Tenant,

MS
RDP

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 Shelby Cnty Judge of Probate, AL
 05/04/1978 12:00:00AM FILED/CERT

the receipt and sufficiency whereof are hereby acknowledged, Landlord and Tenant do hereby agree, each with the other, that the aforesaid lease dated July 21, 1977, as amended, shall be and the same is hereby further amended in the following particulars, which said modifications shall supersede any provisions of said lease, as amended, in conflict herewith:

1. The said lease dated July 21, 1977, as amended is hereby amended by substituting in lieu of the plot plan attached thereto as Exhibit "A", the Exhibit "A" attached to this Second Amendment to Lease and First Amendment to Short Form Lease, which is incorporated herein by this reference.
2. The said lease dated July 21, 1977, as amended, is hereby amended by substituting in lieu of the legal description attached thereto as Exhibit "B", the Exhibit "B" attached to this Second Amendment To Lease and First Amendment to Short Form Lease, which is incorporated herein by this reference.
3. The short form lease dated July 21, 1977, as recorded in Book 308 at Page 454, Office of the Judge of Probate, Shelby County, Alabama, is amended by substituting in lieu of the legal description attached thereto as Exhibit "B", the Exhibit "B" attached to this Second Amendment To Lease and First Amendment to Short Form Lease, which is incorporated herein by this reference.
4. It is mutually understood and agreed that the said lease dated July 21, 1977, as amended, and the short form lease dated



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BOOK 311 PAGE 943

July 21, 1977 shall be and remain in full force and effect and unmodified except as the same is specifically modified and amended hereby. All covenants, terms, obligations and conditions of said short form lease, as amended, and said lease dated July 21, 1977, as amended, not modified and amended by this Second Amendment To Lease and First Amendment to Short Form Lease are hereby ratified and confirmed.

WINN-DIXIE STORES, INC., a Florida corporation, hereinafter called "Guarantor", joins in the execution hereof to evidence its consent hereto, and to further evidence unto Landlord and Landlord's heirs, legal representatives, successors and assigns the continuing guaranty by Gurantor and Guarantor's successors and assigns of the due performance by Tenant, a wholly-owned subsidiary corporation of Guarantor, and Tenant's successors and assigns of all covenants, obligations, terms and conditions including, without limitation, the duty to pay rent required of tenant by said lease dated July 21, 1977, as amended, and the within amendment of lease.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment To Lease and First Amendment to Short Form Lease the day and year first above written.

Signed, sealed and delivered in the presence of:

James K. Jamnik
James S. Carroll
As to Shelby Mart, Ltd.

SHELBY MART, LTD., an Alabama limited partnership,

By: James H. Whiters (SEAL)
General Partner

LANDLORD

WINN-DIXIE MONTGOMERY, INC.

By: B L Moore
Its Vice President

Attest [Signature]
Its Secretary

TENANT

(Corporate Seal)

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WINN-DIXIE STORES, INC.

Sharon L. Ruett
Ronald D. Petrus
As to Winn-Dixie Stores, Inc.

By: B L Thomas
Its President
Attest [Signature]
Its Secretary
GUARANTOR

(Corporate Seal)

STATE OF Alabama)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JAMES H. WHITE, III, General Partner, SHELBY MART, LTD., an Alabama limited partnership, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of April, 1978.

My commission expires:
FEBRUARY 23, 1980
(NOTARIAL SEAL)

[Signature]
Notary Public

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STATE OF FLORIDA)
COUNTY OF DUVAL)

I, Frances H. Bayless, a Notary Public in and for said County in said State, hereby certify that B. L. Thomas, whose name as Vice President of WINN-DIXIE MONTGOMERY, INC., a Kentucky corporation qualified to do business in Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 27th day of April, 1978.

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.
MY COMMISSION EXPIRES DECEMBER 25, 1978.

Frances H. Bayless
Notary Public

(NOTARIAL SEAL)

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STATE OF FLORIDA)

COUNTY OF DUVAL)

I, Frances H. Bayless, a Notary Public in and for said County in said State, hereby certify that B. L. Thomas, whose name as _____ President of WINN-DIXIE STORES, INC., a Florida corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such _____ President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 27th day of April, 1978.

My commission expires: _____

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE.
MY COMMISSION EXPIRES DECEMBER 25, 1978.

Frances H. Bayless
Notary Public

(NOTARIAL SEAL)

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PHASE II DEVELOPEMENT

PROPERTY LINE

STOP

SERVICE ACCESS DRIVEWAY

R/W

STOP

PAVED ROAD

ECKERDS
8640 #

LOC

FUTURE

R/W

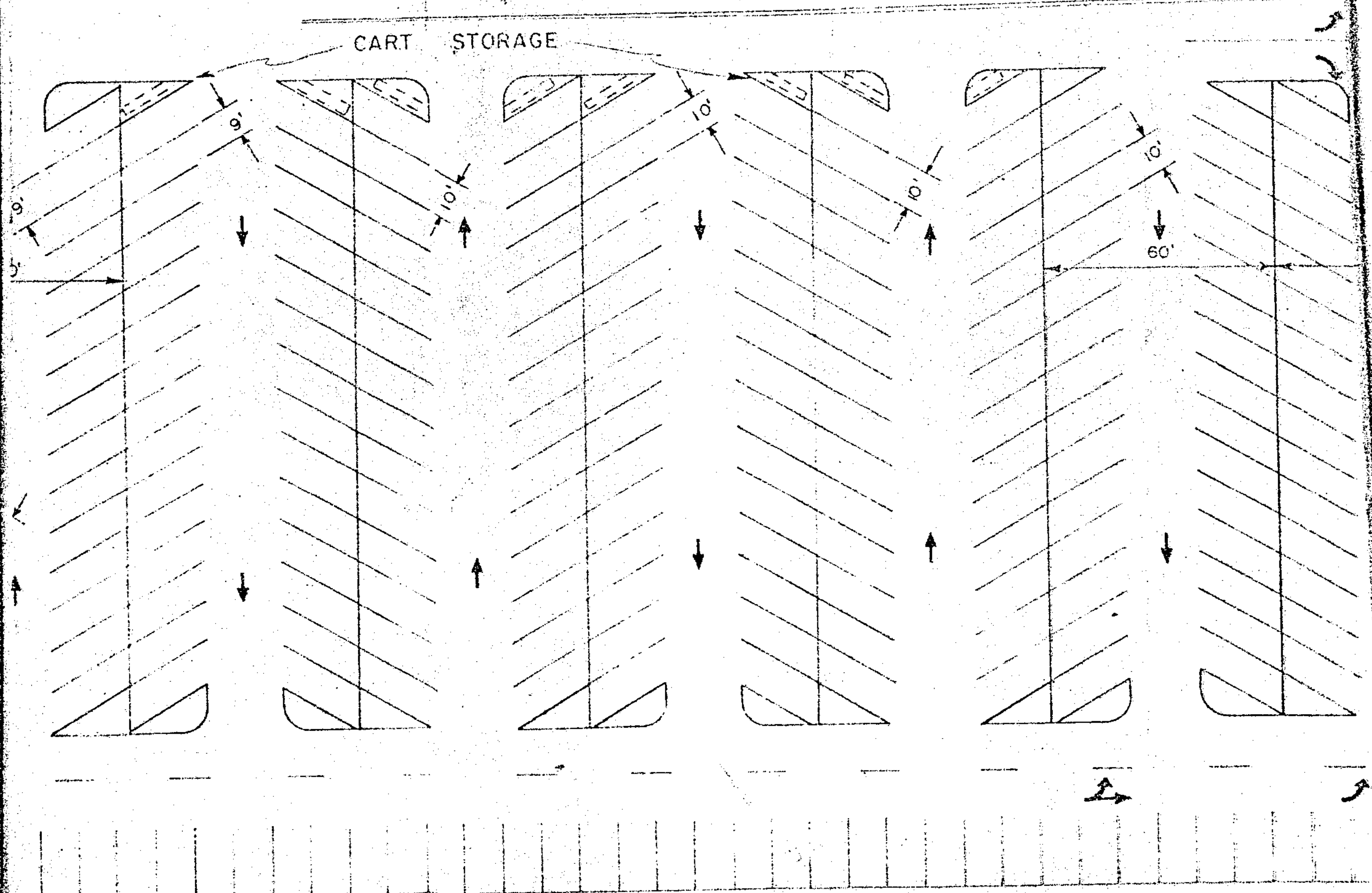
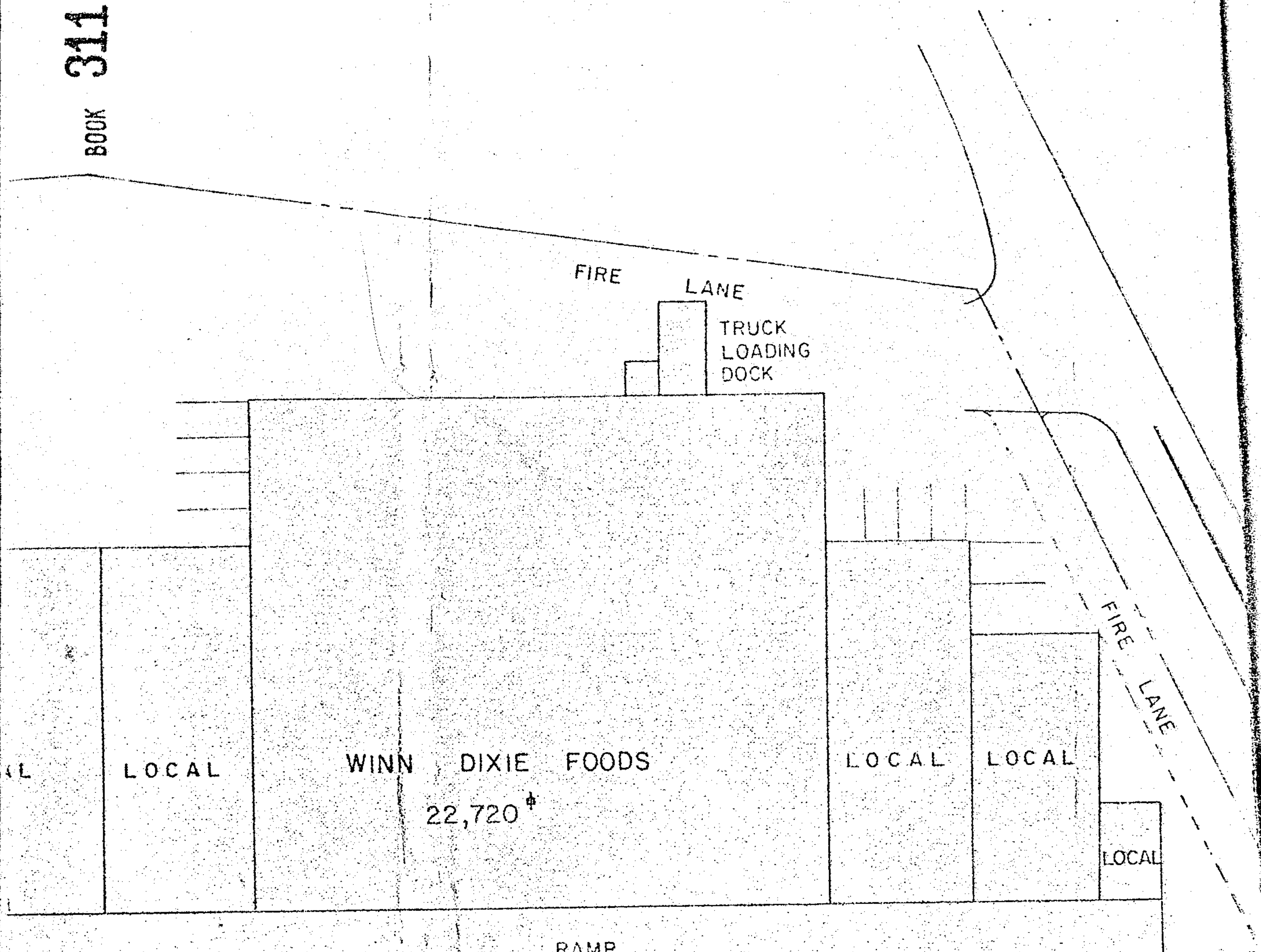
STOP

PROPOSED CONSTRUCTION

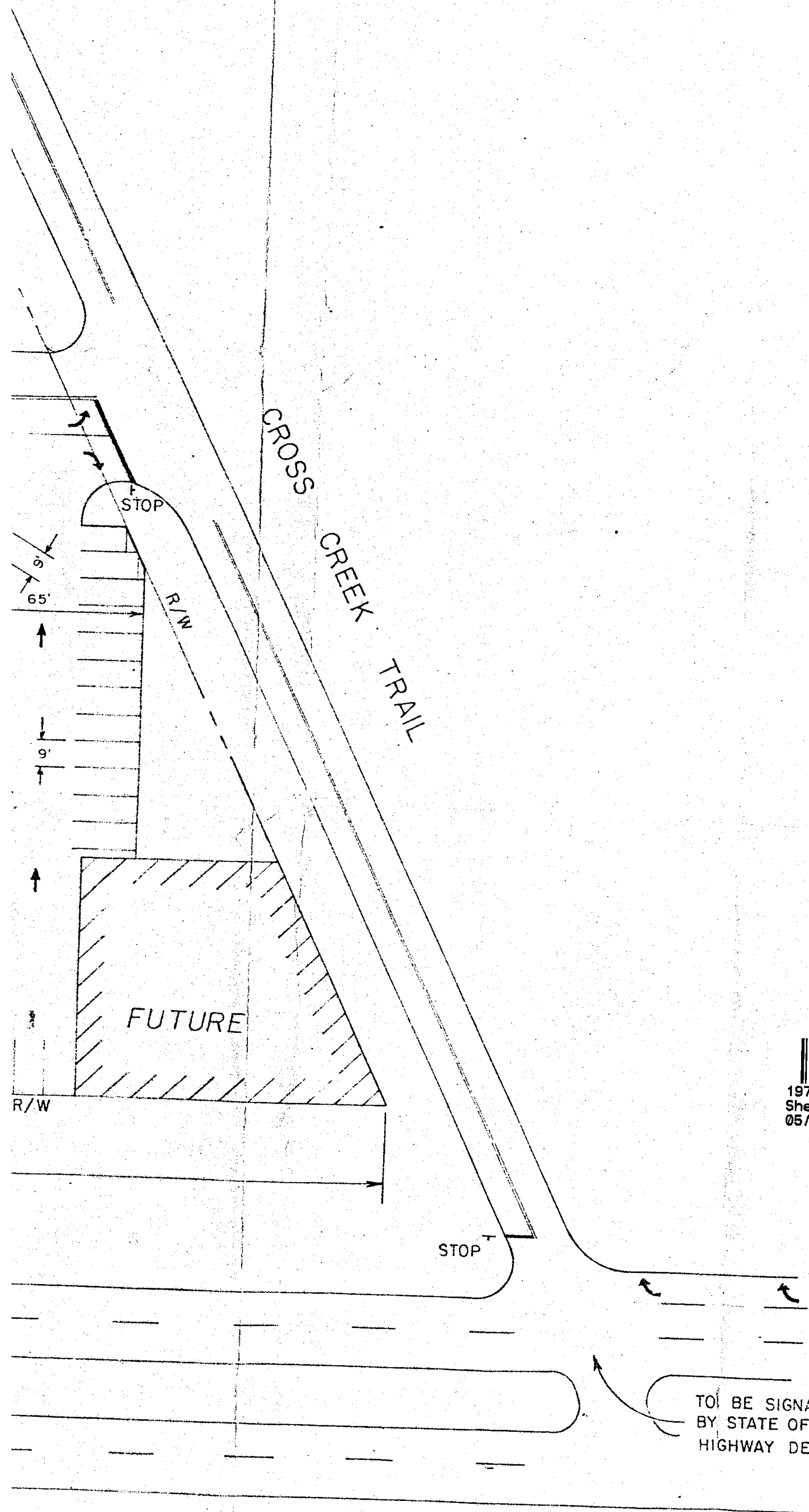


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Shelby Cnty Judge of Probate, AL
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PHASE I DEVELOPEMENT
275 PARKING SPACES



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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1978 MAY -4 PM 2:12

Thomas B. Snowden, Jr.
JUDGE OF PROBATE

Feed 50
Rec. 12.00
Ded. 1.00

EXHIBIT A PLOT PLAN
DATE April 24, 1978
APPROVED BY: SHELBY MART, LTD.
RECORDED BY: James H. White

PARCEL I:

Part of the SW 1/4 of NE 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said part being more particularly described as follows: From the northwest corner of said SW 1/4 of NE 1/4, run east along the north line thereof for 881.83 feet, more or less to a point on the west right-of-way of U. S. Highway 31; thence turn an angle to the right of 115°53' and run southwesterly along said west right-of-way line for a distance of 392.81 feet to the point of beginning; thence continue southwesterly along said right-of-way for a distance of 460.36 feet; thence turn at an angle to the right of 90° and run northwesterly for a distance of 125 feet; thence turn an angle to the left of 90°00' and run southwesterly for a distance of 18 feet; thence turn an angle to the right of 90°00' and run northwesterly for a distance of 333.22 feet to the centerline of the Old Montgomery Highway; thence turn an angle to the right of 86°07' and run northerly along the centerline of the Old Montgomery Highway for a distance of 124.34 feet; thence turn an angle to the right of 12°09' and run northerly along the centerline of old highway, 251.86 feet; thence turn at an angle to the right of 55°51' and run easterly for a distance of 389.50 feet; thence turn at an angle to the right of 115°53' and run southerly for a distance of 65 feet; thence turn at an angle to the left of 90°00' and run easterly for a distance of 80 feet to the point of beginning, said land containing 205,114 square feet, more or less.

PARCEL II:

Part of the SW 1/4 of NE 1/4 and part of the SE 1/4 of NW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, said parts being more particularly described as follows: From the northwest corner of said SW 1/4 of NE 1/4, run east along the north line thereof for 881.83 feet, more or less, to a point on the west line of the right-of-way of U. S. Highway 31; thence turn at an angle to the right of 115°53' and run southwesterly along said west right-of-way line for a distance of 944.93 feet to a point; thence turn at an angle to the right of 65°01' and run westerly for a distance of 137.90 feet to the point of beginning; thence continue along the same course for 346.76 feet to center of the Old Montgomery Highway; thence turn at an angle to the right of 111°06' and run northeasterly along the center of the old highway for a distance of 279.14 feet; thence turn at an angle to the right of 93°53' and run easterly 333.22 feet; thence turn at an angle to the right of 90°00' and run southwesterly for a distance of 132.00 feet to the point of beginning; said land containing 67,149 square feet, more or less.



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