

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this 3rd day of August, 1993, by and between FES PROPERTIES, an Alabama general partnership, (hereinafter called "Landlord") and WINN-DIXIE MONTGOMERY, INC., a corporation organized and existing under the laws of the State of Kentucky and qualified to do business within the State of 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:

That Landlord, in consideration of the covenants of Tenant, does hereby lease and demise unto Tenant, and Tenant hereby agrees to take and lease from the Landlord, for the term hereinafter specified, the following described premises:

That certain store building approximately 220 feet in width by 200 feet in depth, together with vestibule at the front measuring approximately 77 feet in width by 12 feet in depth, together with rear additions, with concrete pads for coolers and freezers and compactor or baler at the rear, and the land on which the same shall stand (hereinafter collectively called "demised premises"), which store building and related improvements are to be constructed by Landlord according to plans and specifications to be approved by the parties hereto and shall be in the location and of the dimensions as outlined in red on the Plot Plan prepared by Holmes-Wilkins Architects, Montgomery, Alabama, dated July 23, 1993.

The demised premises are located in a shopping center development (hereinafter called "shopping center"), located at the southwesterly corner of the intersection of Alabama Highway No. 119 and 6th Avenue in the City of Alabaster, Shelby County, Alabama, the legal description of which is attached as Exhibit "A" and by this reference made a part of this Short Form Lease.

FOR TENANT TO HAVE AND TO HOLD from the date when Tenant opens said premises for the transaction of its business for an initial term of twenty (20) years.

APPROVED
AS TO FORM

Winston Murray

Legal Dept.

Winn-Dixie Stores, Inc.

07/06/1994-21373
04:02 PM CERTIFIED
Alabaster, AL
7/13/93 SHELBY COUNTY JUDGE OF PROBATE
006 SNA 3298.50

This instrument was prepared by
P. Christopher Wrenn, Attorney-
at-Law, whose address is 5050
Edgewood Court, Jacksonville,
Florida 32205.

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It is further agreed that Tenant, at its option, shall be entitled to the privilege of five (5) successive extensions of this lease, each extension to be for a period of five (5) years.

Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a food supermarket in the shopping center and any enlargement thereof. Landlord further covenants and agrees that it will not directly or indirectly lease or rent any property located within the shopping center, or within 1,000 feet of any exterior boundary thereof, for occupancy as a food supermarket, grocery store, meat, fish or vegetable market, nor will Landlord permit any tenant or occupant of any such property to sublet in any manner, directly or indirectly, any part thereof to any person, firm or corporation engaged in any such business without written permission of the Tenant. Landlord further covenants and agrees not to permit or suffer any property located within the shopping center to be used for or occupied by any business dealing in or which shall keep in stock or sell for off-premises consumption any staple or fancy groceries, meats, fish, seafood, vegetables, fruits, bakery goods, dairy products or frozen foods without written permission of Tenant; except the sale of such items in not to exceed the lesser of 500 square feet of sales area or 10% of the square foot area of any storeroom within the shopping center, as an incidental only to the conduct of another business, and except the sale by a restaurant operation of prepared, ready-to-eat food items, for consumption either on or off the premises, shall not be deemed a violation hereof. With the exception of package stores and a drug store operating in the Harco space, only Tenant may sell beer and wine in the shopping center for off-premises consumption. Only Tenant may operate a bakery, delicatessen or similar department in the shopping center. Notwithstanding any provision contained herein to the contrary, Tenant acknowledges and agrees that Landlord may enter into a lease with a drug store in the Harco space, but such

drug store may not sell fresh or frozen meat, fish, vegetables or fruit ("perishables"). Notwithstanding the foregoing, Landlord may also have an ice cream shop, a frozen yogurt store, a "health foods" store not selling perishables and not exceeding 2,000 square feet, a sandwich shop or a pizza shop. Landlord may sell or lease any portion of its adjoining lands which are not a part of this shopping center for use as a combination gas station and convenience store, which may sell beer and wine for off-premises consumption, snacks and food, provided such convenience store does not occupy more than 3,000 square feet.

Without the prior written consent of Tenant and Landlord, only retail and/or service stores shall be allowed to operate in the shopping center (including the demised premises). No spa; lounge; bar; "teen lounge"; bowling alley; skating rink; bingo or electronic or other game parlor; theatre (either motion picture or legitimate); pawn shop; business or professional offices; sales of automobiles; health, recreational or entertainment-type concern, shall be permitted. Notwithstanding the foregoing, up to 7,200 feet of retail space (including "Retail Shops" and "Future Retail Shops" as shown on Exhibit "A") may be used for business or professional offices of a type typically found in retail shopping centers, such as, but not limited to, travel agencies, real estate sales and rental (but not schools), tax preparation and similar office service centers and businesses, with no single office use in excess of 2,400 square feet, provided, however, that no business or professional offices may be located in the Harco space or within the first 3,600 square feet of retail shop space shown on the Site Plan lying northwesterly of and contiguous to the demised premises. No restaurant facility, other than a "health food" store, an ice cream shop, a frozen yogurt store, a sandwich shop or a pizza shop or a restaurant with seating capacity not exceeding 32 persons (none of which may exceed 2,000 square feet), may be operated in the shopping center.

IT IS UNDERSTOOD AND AGREED that this is a Short Form Lease which is for the rents and upon the terms, covenants and conditions contained in the collateral lease agreement executed by the parties on this date. The collateral lease agreement is part of this instrument as fully and completely as if it were fully set forth in this Short Form Lease.

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

Signed, sealed and delivered
in the presence of:

FES PROPERTIES, an Alabama
general partnership

Dick Schuch
Suzanne L. Barnell
As to Landlord

By: Paul J. Hines (Seal)
Its general partner

LANDLORD

WINN-DIXIE MONTGOMERY, INC.

Rudner
Julie L. Sawyer
As to Tenant

By: Paul Keenan
Its Vice President
Attest: W. J. Hines
Its Secretary

(CORPORATE SEAL)

TENANT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, Sandra M. Trimm, a Notary Public in and for said County, in said State, hereby certify that Paul J. Soina, Jr., whose name as authorized general partner of FES PROPERTIES, an Alabama general partnership, 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 general partner 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 28th day of July, 1993.

Sandra M. Trimm
Notary Public, State and County
aforesaid.
My Commission Expires:

9-17-96

NOTARY (NOTARIAL SEAL)

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, Rebecca L. Sawyer, a Notary Public in and for said County, in said State, hereby certify that James Kufeldt, whose name as Vice President of WINN-DIXIE MONTGOMERY, INC., an Kentucky corporation qualified to transact business in Alabama, is signed to the foregoing conveyance, and who is known to me, acknowledge 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 on the day the same bears date.

Given under my hand and official seal this 30th day of August, 1993.

Rebecca L. Sawyer
NOTARY PUBLIC

MY COMMISSION EXPIRES:

6-9-94

(NOTARIAL SEAL)



REBECCA L. SAWYER
My Comm. Exp. June 9, 1994
Comm. No. CC 012880

EXHIBIT "A"

LEGAL DESCRIPTION

State of Alabama
County of Shelby

A parcel of land located in Section 2, Township 21 South, Range 3 West, more particularly described as follows:
Begin at the intersection of the South right of way line of 6th Avenue Southwest and the Easterly right of way line of the L&N Railroad; thence run Southwesterly along said railroad right of way line, a distance of 603.00 feet; thence 88 deg. 37 min. left, in a Southeasterly direction, a distance of 257.00 feet; thence 90 deg. right, in a Southwesterly direction, a distance of 15.00 feet; thence 90 deg. 04 min. 19 sec. left, in a Southeasterly direction, a distance of 240.58 feet to a point on the Northwesterly right of way line of Alabama Highway No. 119, said point being on a curve, having a radius of 1302.49 feet; thence 69 deg. 23 min. 30 sec. left to tangent of said curve, in a northeasterly direction along the arc of said curve to the right and along said right of way line, a distance of 232.31 feet to end of said curve; thence in a Northeasterly direction along a line tangent to said curve and along said right of way line, a distance of 110.80 feet; thence 75 deg. 26 min. left, in a Northwesterly direction a distance of 351.18 feet; thence 22 deg. 08 min. right, in a Northerly direction, a distance of ~~291.24~~ ²¹⁹ feet to a point on said South right of way line of 6th Avenue Southwest; thence 89 deg. 48 min. left, in a Westerly direction along said South right of way line, a distance of 365.68 feet to the point of beginning.

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