

INSTRUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:

James M. Craig II, Esq.
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard
Suite 1500
Jacksonville, Florida 32207

Cross Reference To:
Instrument #2001-41350
Probate Office of Shelby
County, Alabama records

STORE NO.:
SITE: NWC U.S. 31 AND CR
261, PELHAM, SHELBY
COUNTY, ALABAMA
SHOPPING
CENTER: SOUTHGATE VILLAGE
STOREROOM: 46,733 Square Feet

CORRECTIVE MEMORANDUM OF LEASE

THIS CORRECTIVE MEMORANDUM OF LEASE (this "Corrective Memorandum") is made this 15 day of April, 2003, by and between REGENCY CENTERS, L.P., a Delaware limited partnership ("Regency Centers"), REGENCY SOUTHGATE VILLAGE SHOPPING CENTER, LLC, an Alabama limited liability company ("Regency Southgate"), and PUBLIX ALABAMA, LLC, an Alabama limited liability company ("Publix"). The foregoing entities are each herein a "party" and may collectively be referred to as either "party" or "parties".

RECITALS:

WHEREAS, pursuant to that certain Special Warranty Deed, dated May 21, 2001, recorded in Instrument Number 2001-21433 in the Probate Office of Shelby County, Alabama, Valleydale (5) Development, L.L.P., an Alabama limited liability partnership conveyed the property described therein (the "Property") to Regency Southgate, which Property includes the Shopping Center Tract described in the Lease and Original Memorandum (both as hereinafter described);

WHEREAS, pursuant to that certain Lease Agreement between Regency Centers and Publix, dated June 22, 2001, as amended by First Amendment to Lease Agreement, dated April 19, 2002 (collectively, the "Lease"), as evidenced by that recorded Memorandum of Lease, dated June 22, 2001, recorded September 25, 2001, in Instrument Number 2001-41350 in the Probate Office of Shelby County, Alabama (the "Original Memorandum"), Regency Centers leased to Publix a portion of the Shopping Center Tract, as more particularly described in the Lease (the "Premises");

WHEREAS, prior to recording the Original Memorandum, Regency Southgate paid the required privilege tax; and

WHEREAS, the purpose of this Corrective Memorandum is to correct a scrivener's error with regard to the name of the Landlord as described in the Original Memorandum. Therefore, pursuant to Alabama Code Section 4-22-1, the amount of privilege tax due and payable in connection with this instrument is \$0.00.

NOW, THEREFORE, Regency Centers, Regency Southgate, and Publix, do agree to the following Corrective Memorandum. The corrections effectuated in this Corrective Memorandum shall control in construing the aforesaid Original Memorandum, to wit:

1. Name of Landlord. The Landlord's correct name is "Regency Southgate Village Shopping Center, LLC, an Alabama limited liability company".

2. Capitalized Terms. Any capitalized term contained in this Corrective Memorandum which is not otherwise defined in this Corrective Memorandum shall have the meaning ascribed to the same in the Original Memorandum.

3. Ratification. The terms and provisions of the Original Memorandum, as corrected hereby, are hereby ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to duplicates hereof or caused the within to be duly executed as of the date set out above.

REGENCY CENTERS:

REGENCY CENTERS, L.P., a Delaware limited partnership

Signed, sealed and delivered in my presence this 14th day of April, 2003.

Mitcher Papp
Witness

Michelle Davis
Witness

BY: REGENCY REALTY CORPORATION,
a Florida corporation,
its General Partner

By: David A. McNulty
David A. McNulty,
Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 14th day of April, 2003, by DAVID A. McNULTY, Vice President of Regency Centers Corporation, a Florida corporation, the general partner of Regency Centers, L.P., a Delaware limited partnership, the sole member of REGENCY SOUTHGATE VILLAGE SHOPPING CENTER, LLC, an Alabama limited liability company. He is personally known to me.

Anne T. Pullo

Notary Public

My Commission Expires:



REGENCY SOUTHGATE VILLAGE SHOPPING CENTER, LLC, an Alabama limited liability company

Signed, sealed and delivered in my presence this 14th day of April, 2003.

Mitcher Papp
Witness

Michelle Davis
Witness

BY: REGENCY CENTERS, L.P.,
a Delaware limited partnership,
its Sole Member

By: REGENCY CENTERS CORPORATION, a Florida corporation, its General Partner

By: David A. McNulty
David A. McNulty,
Vice President

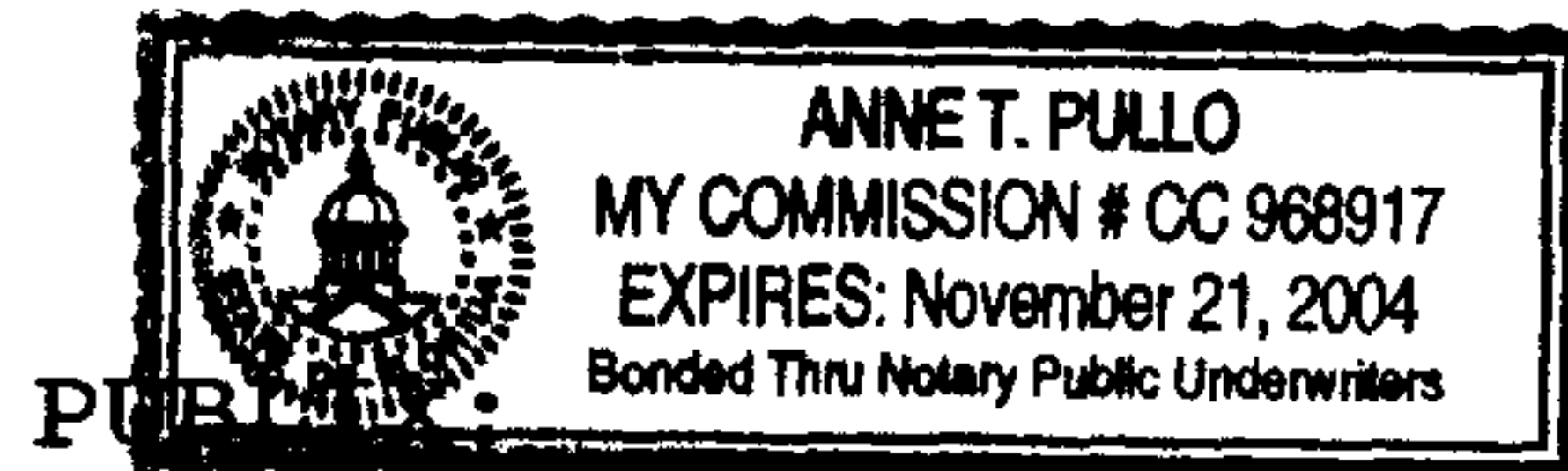
STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 14th day of APRIL, 2003, by DAVID A. McNULTY, Vice President of Regency Centers Corporation, a Florida corporation, the general partner of Regency Centers, L.P., a Delaware limited partnership. He is personally known to me.

Anne T. Pullo
Notary Public

My Commission Expires:



Signed, sealed and delivered in my presence this 12th day of March, 2003.

Debbie Walker
Witness Debbie Walker

PUBLIX ALABAMA, LLC, an Alabama limited liability company

By: John Frazier
John Frazier,
President

Tonya Watson
Witness Tonya Watson

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 12th day of March, 2003, by JOHN FRAZIER, President of PUBLIX ALABAMA, LLC, an Alabama limited liability company, on behalf of said company. He is personally known to me.

Brandy Hutchinson
Notary Public

My Commission Expires: 2-24-06



Brandy Hutchinson
MY COMMISSION # DD094948 EXPIRES
February 24, 2006
BONDED THRU TROY FAIR INSURANCE, INC.