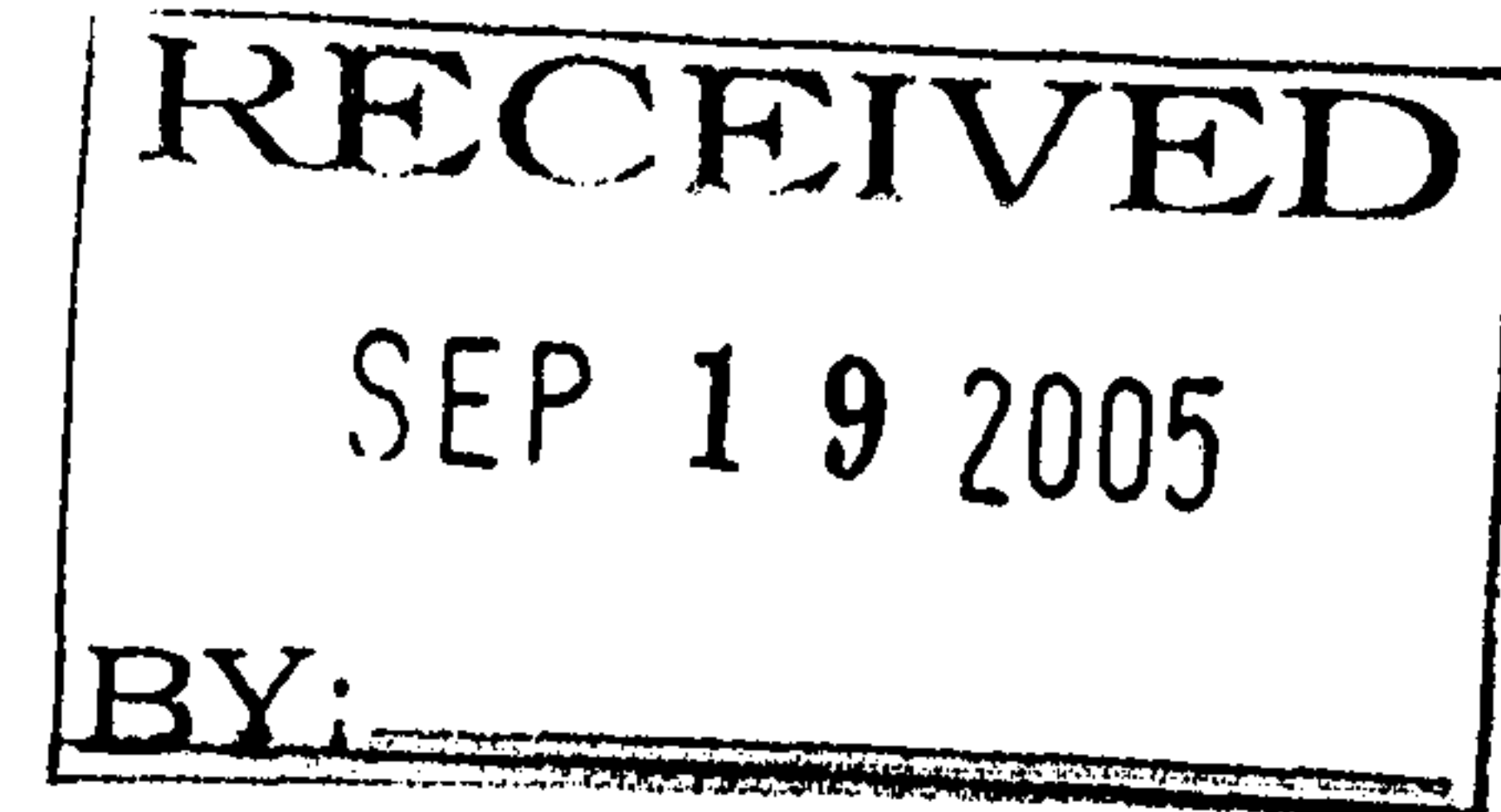



UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION



In re:) Case No. 05-03817-3F1
)
WINN-DIXIE STORES, INC., et al.,) Chapter 11
)
Debtors.) Jointly Administered

NOTICE OF REJECTION OF UNEXPIRED LEASE

TO: Birmingham Realty Company
Accounting Dept
27 Inverness Center Parkway
Birmingham, AL 35242-4202


20051214000646320 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
12/14/2005 12:36:45PM FILED/CERT

Re: **Winn-Dixie Store 597, located in Columbiana, Alabama**
Lease dated February 4, 1997, and any amendments, modifications or supplements relating to the lease (collectively, the "Lease"), filed with the Shelby County Judge of Probate at Book 1997, Page 08205, and attached hereto as Exhibit A.

PLEASE TAKE NOTICE that on September 8, 2005 the United States Bankruptcy Court for the Middle District of Florida, Jacksonville (the "Bankruptcy Court") entered an order Granting the Debtors' Motion (i) to Sell Leasehold Interests in Targeted Stores Free and Clear of Liens, Claims and Interests and Exempt from Taxes, (ii) to Assume and Assign Leases, (iii) to Reject Targeted Leases the Debtors are Unable to Sell, and (iv) Granting Related Relief (Docket No. 3405) (the "Order").

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, the Debtors provide notice of their intent to reject the Lease. Pursuant to the terms of the Order, the Lease is deemed rejected effective on the later of (i) the tenth (10th) calendar day following the service of the Rejection Notice; and (ii) the date on which Debtors have (a) vacated and surrendered possession of the premises; and (b) delivered the keys to the leased premises to the

affected landlord at the mall management office where the leased premises are located (the "Rejection Date").

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if you hold a claim or claims against the Debtors arising from the rejection of the Lease, you must submit a proof of claim for rejection damages, if at all, to Logan and Company, Inc. at 546 Valley Road, Upper Montclair, New Jersey 07043 within thirty (30) days following the applicable Rejection Date, or be forever barred from asserting a claim for rejection damages.

WINN DIXIE STORES, INC, and its
Subsidiaries and affiliates as
Debtors and Debtors-In-Possession,

By its attorneys,

s/ Cynthia C. Jackson

Stephen D. Busey

James H. Post

Cynthia C. Jackson (FBN 498882)

225 Water Street, Suite 1800

Jacksonville, Florida 32202

(904) 359-7700

(904) 359-7708 (facsimile)

cjackson@smithhulsey.com

Co-Counsel for Debtors

Dated: September 14, 2005



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A
SHORT FORM LEASE

THIS SHORT FORM LEASE is hereby executed this February 4, 1997, by and between BIRMINGHAM REALTY COMPANY, an Alabama corporation, whose mailing address is ~~2101 Highland Avenue, Suite 200, Birmingham, Alabama 35205~~ ("Landlord") and WINN-DIXIE MONTGOMERY, INC., a Kentucky corporation, whose mailing address is 1550 Jackson Ferry Road, Montgomery, Alabama 36104 ("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;

WITNESSETH:

WHEREAS, Landlord and Tenant did enter into a Lease (the "Lease"), dated February 4, 1997; and

WHEREAS, Landlord and Tenant desire to memorialize the terms and conditions of the Lease of record.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord does hereby demise and lease unto Tenant and Tenant does hereby lease from Landlord the property more particularly described on Exhibit "B" attached hereto and depicted on the Site Plan attached as Exhibit "A" attached hereto and by these references made a part hereof together with the nonexclusive right to use the Common Areas as described and provided in the Lease (collectively the "Premises").

The term of the Lease, unless sooner terminated or extended under provisions thereof, shall commence on the Commencement Date as defined in the Lease and shall terminate, unless sooner terminated or extended as provided in the Lease, twenty (20) years thereafter. Annual rent, payable in monthly installments on the 1st day of each month during the term thereof, and provisions regulating the use and purposes to which the Premises shall be limited, are set forth in detail in the Lease and Landlord and Tenant agree to abide by the terms of the Lease. Tenant, at its option, shall be entitled to the privilege of five (5) successive extensions of the term of the Lease, each extension to be for a period of five (5) years each. Tenant has no option to purchase the Premises under the Lease.

All the terms, conditions, provisions and covenants of the Lease are incorporated herein by this reference for all purposes as though written out at length herein, and both the Lease and this Short Form Lease shall be deemed to constitute a single instrument or document. This Short Form Lease is not intended to amend, modify, supplement, or supersede any of the provisions of the Lease and, to the extent there may be any conflict or inconsistency between the Lease or this Short Form Lease, the Lease shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Short Form Lease to be executed



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03:08 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 MEL 4302.50

50280-2661 # 1501

2118 First Avenue North Birmingham Alabama 35205

as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

Donna P. Cox
Print Name: Donna P. Cox

BIRMINGHAM REALTY COMPANY, an
Alabama corporation

Bobbi L. Sargent
Print Name: Bobbi L. Sargent

By: Charles M. Miller Jr.
Its: Vice President

As to Landlord

TENANT:

WINN-DIXIE MONTGOMERY, INC.

Cynthia N. Crossland
Print Name: Cynthia N. Crossland

By: R. P. McCook
Its: Vice President

Rebecca L. Sawyer
Print Name: Rebecca L. Sawyer

As to Tenant

STATE OF FLORIDA
COUNTY OF DUVAL

I, Rebecca L. Sawyer, a Notary Public in and for said County, in said State, hereby
certify that R. P. McCook, whose name as Vice President of Winn-Dixie
Montgomery, Inc., a Kentucky corporation, is signed to the foregoing instrument, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer
and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 4 day of February, 1997.

Rebecca L. Sawyer
Printed Name: Rebecca L. Sawyer
Notary Public, State and County aforesaid
My Commission Expires: _____
Notary ID No.: _____
(NOTARIAL SEAL)

REBECCA L. SAWYER
My Comm. Exp. June 2, 1998
Comm. No. CC 372310

STATE OF Alabama
COUNTY OF DeKalb

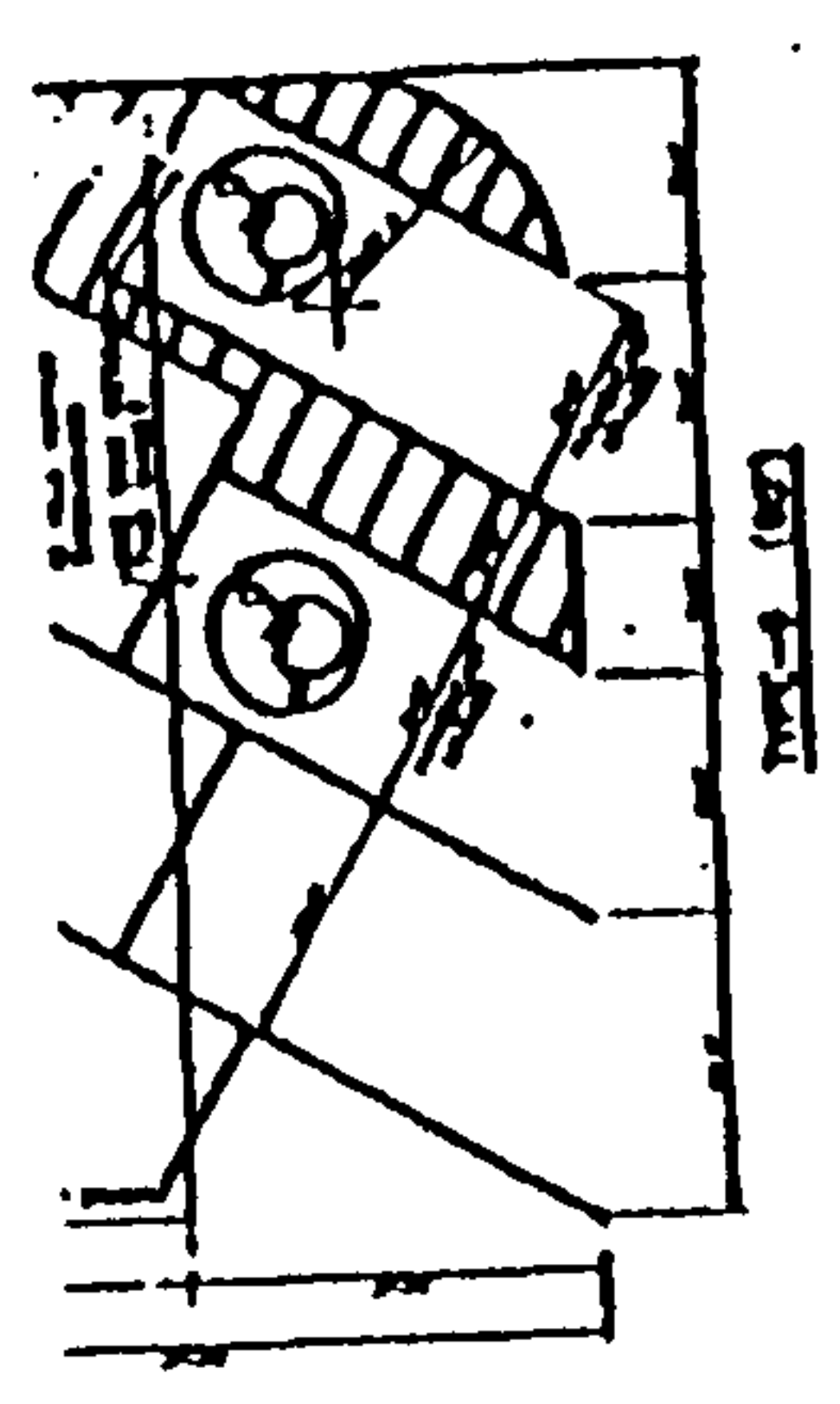
I, Charles M. Miller Jr., a Notary Public in and for said County, in said State, hereby
certify that Charles M. Miller Jr., whose name as Vice President of BIRMINGHAM REALTY
COMPANY, an Alabama corporation, is signed to the foregoing instrument, and who is known to me,
acknowledge before me on this day that, being informed of the contents of the instrument, he/she, as such
officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 30th day of January, 1997.

Manita Gail Stone
Printed Name: MANITA GAIL STONE
Notary Public, State and County aforesaid
My Commission Expires: MY COMMISSION EXPIRES OCTOBER 11, 1998
Notary ID No.: _____
(NOTARIAL SEAL)



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[illegible]

NOT TO BE CONSTRUCTED
UNTIL CONSTRUCTION OF
FUTURE BUILDING AREA

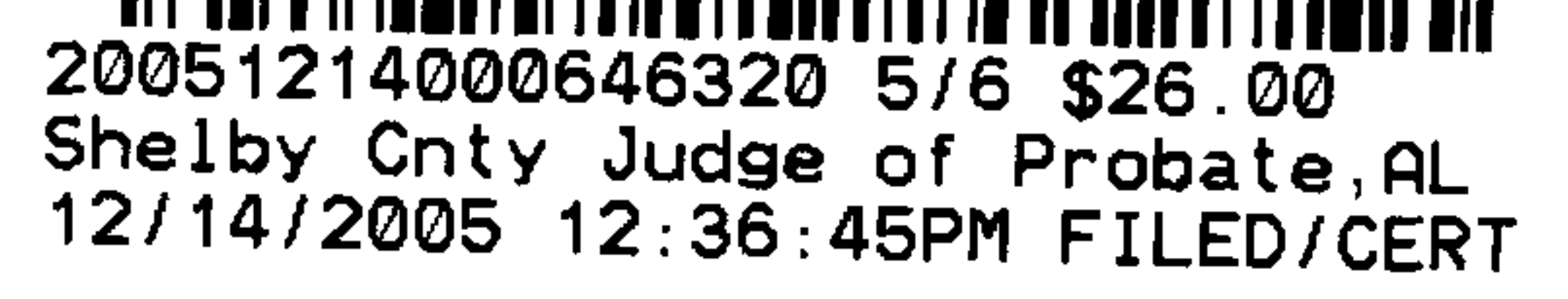


EXHIBIT A

EXHIBIT "B"

That certain store building, approximately 220 feet in width by 200 feet in depth, together with a front vestibule, rear receiving room(s), exterior pads at the rear for installation of freezers and coolers, and the land on which the same shall stand, which store building and related improvements (collectively, the "Store") located in that certain shopping center known as Columbia Square, which shopping center is more particularly described as follows:

SHOPPING CENTER SITE
WINN DIXIE, COLUMBIANA, AL

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE NW 1/4 AND THE NW 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF THE NW 1/4 OF SAID SECTION 26; THENCE IN A NORTHERLY DIRECTION ALONG THE PROJECTION OF THE EASTERLY LINE OF SAID SECTION 26, A DISTANCE OF 2.82 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET SAID POINT ALSO BEING AN OLD REBAR CORNER WHICH IS ALSO THE SE CORNER OF THE ELLIOT LOT DESCRIBED IN DEED BOOK 12, PAGE 496; THENCE 137 DEGREES 14 MINUTES 28 SECONDS RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 30.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG LAST DESCRIBED COURSE AND SAID RIGHT OF WAY LINE, A DISTANCE OF 40.09 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 200.73 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 77.68 FEET; THENCE 21 DEGREES 21 MINUTES 23 SECONDS LEFT IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 171.49 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25; THENCE 90 DEGREES RIGHT IN A SOUTHWESTERLY DIRECTION AND ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 571.64 FEET TO A 1" SOLID IRON AT THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN VOLUME 305, PAGE 237; THENCE 59 DEGREES 03 MINUTES 43 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION ALONG THE NORTHERLY LINE OF SAID PARCEL, A DISTANCE OF 289.44 FEET TO AN OPEN TOP IRON; THENCE 0 DEGREES 11 MINUTES 30 SECONDS LEFT IN A WESTERLY DIRECTION ALONG THE NORTHERLY LINE OF A PARCEL DESCRIBED IN VOLUME 228, PAGE 49, A DISTANCE OF 96.94 FEET; THENCE 69 DEGREES 48 MINUTES 55 SECONDS RIGHT IN A NORTHWESTERLY DIRECTION, A DISTANCE OF 412.28 FEET; THENCE 51 DEGREES 18 MINUTES 52 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 462.07 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHERN RAILWAY; THENCE 30 DEGREES 06 MINUTES 20 SECONDS RIGHT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 235.48 FEET TO A POINT ON THE WEST LINE OF SAID ELLIOT LOT; THENCE 81 DEGREES 15 MINUTES 03 SECONDS RIGHT IN A SOUTHEASTERLY DIRECTION ALONG SAID WEST LINE OF THE ELLIOT LOT, AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF DEPOT STREET, A DISTANCE OF 146.98 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS RIGHT IN A SOUTHWESTERLY DIRECTION, A DISTANCE OF 10.02 FEET; THENCE 93 DEGREES 46 MINUTES 21 SECONDS LEFT, IN A SOUTHEASTERLY DIRECTION, A DISTANCE OF 130.06 FEET; THENCE 86 DEGREES 13 MINUTES 39 SECONDS LEFT IN A NORTHEASTERLY DIRECTION, A DISTANCE OF 200.73 FEET TO THE POINT OF BEGINNING, CONTAINING 10.79 ACRES, MORE OR LESS.

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50280-2661 # 1997-08205
Incl