

STATE OF ALABAMA)

SHELBY COUNTY)

AMENDMENT OF LEASE

This Amendment of Lease, made this 23 day of November, 1983, between Victor Scott and Charlene H. Scott, his wife, (hereinafter collectively referred to as the "Landlord") and Piggly Wiggly Alabama Distributing Co., Inc., an Alabama corporation (hereinafter referred to as the "Tenant").

W I T N E S S E T H:

WHEREAS, the parties hereto entered into a Lease Agreement on the 23rd day of November, 1983, for certain premises in a shopping center at 53 Alabama Highway 25 East situated in the City of Montevallo, County of Shelby, State of Alabama, on such terms and conditions as set forth therein; and

WHEREAS, the parties hereto desire to amend said Lease Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and conditions contained herein, the aforescribed Lease Agreement dated November 23, 1983, as recorded in the Probate Office of Shelby County, Alabama in Real Volume 351, Page 842 is hereby amended as follows:

1. To Section 1 on page 2 of said Lease shall be added the following:

1(a) Upon completion of Building II (as hereinafter defined) and the tendering of occupancy thereto, Tenant agrees to pay to the Landlord as additional rental for Building II the sum of \$24,000.00 per annum paid in twelve (12) equal monthly installments of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per month, which installment shall be due and payable in advance on the 1st day of each and every calendar month of the Lease term. Rent for fractional years and fractional months at the beginning and end of the term shall be prorated on the basis of the annual rent. Beginning with the 1983 calendar year, Tenant shall pay to Landlord a percentage rental equal to one percent (1%) of the operator's net sales in excess of \$6,150,000.00 derived from the grocery store operations to be conducted on the premises. This override computation revises and replaces the override computation formula contained in Section 1 of the original Lease Agreement.

Spain, Gillon et al

1(b) If for any reason, Landlord fails to construct Building II, Tenant, at its option, may construct said expansion and occupy the space under all of the terms and conditions of the Lease without any change or increase in the minimum annual rental of \$37,500.00 per annum or percentage rental equal to one percent (1%) of the operator's net sales in excess of \$3,750,000.00 derived from the grocery store's operations to be conducted on the premises. This abatement of the additional rental, which shall continue for the unexpired portion of the original Lease term, shall not affect the obligation of the Tenant to pay the minimum annual rental of \$37,500.00 per annum or the percentage rental as set forth above. The Tenant shall not have the right to cancel the Lease or to offset the minimum guaranteed annual rentals provided hereunder for the Landlord's failure of construction, and Tenant's sole remedy shall be to construct the addition at its own expense and abate the additional rental as set forth above for the unexpired portion of the original term.

1(c) Notwithstanding the right of the Tenant to abate the additional rental for the unexpired portion of the original term of the Lease as set forth in Section 1(b) above, the additional rental of \$24,000.00 per annum and the adjustment of the percentage rental payments to one percent (1%) of the operator's net sales in excess of \$6,150.00 set forth in Section 1(a) above shall be in effect for each of the five year options available to the Tenant beginning on September 1, 1997, regardless of whether the construction of Building II is performed by the Landlord or the Tenant.

2. To that portion of the Lease designated as Section 3 on pages 3 and 4 of the Lease shall be added the following:

3(a) Landlord agrees to construct an extension to the eastern end of the existing store building occupied by tenant. The expansion construction (hereinafter referred to as "Building II") shall add 5,187.50 square feet to the existing store building. Landlord hereby agrees to construct Building II for occupancy by tenant in accordance with the fixture plan attached hereto as Exhibit "A", and in accordance with plans and specifications to be approved by Piggly Wiggly Corporation and both parties.

3. To Section 4 on page 4 of said Lease shall be added the following:

4(a) Landlord covenants and agrees that the construction of Building II shall be completed by November 1, 1983, and that if the same shall not be completed by said date, Tenant shall not be required to accept occupancy of said additional premises or pay the increased rental for said premises until January 2, 1984, or the date that possession is tendered by the Landlord, whichever shall occur later.

4. Except as set forth above, all provisions of the Lease dated November 23 1983 shall be and remain in full force and effect and shall apply with equal force to Building II. All covenants, obligations, terms and conditions of said Lease not changed by the terms set forth above are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Victor Scott
Victor Scott (Landlord)

Charlene H. Scott
Charlene H. Scott (Landlord)

Piggly Wiggly Alabama Distributing
Co., Inc. (Tenant)

By J. Ferrell Wooten
Its Vice President

ATTEST:

By Bobby L. Martin
Its Controller

STATE OF ALABAMA)
SHELBY COUNTY)

Before me, the undersigned authority, in and for said County and State personally appeared Victor Scott and Charlene H. Scott whose names as Landlord are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26th day of October, 1983.

Betty B. Carter
NOTARY PUBLIC

My Commission Expires:

My Commission Expires July 13, 1985

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STATE OF ALABAMA)
JEFFERSON COUNTY)

Before me, the undersigned authority, in and for said County and State, personally appeared J. TERRELL WOOTEN whose name as Vice President of Piggly Wiggly Alabama Distributing Co., Inc., and whose name as Tenant 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 said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 23rd day of November, 1983.

Leticia V. Wright
NOTARY PUBLIC

My Commission Expires:

March 14, 1984

Ref: JBB2

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ALABAMA SHELBY CO.
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Thomas P. Shover, Jr.
NOTARY PUBLIC

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