

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this 20<sup>th</sup> day of September, 1993, by and between BROOK HIGHLAND LIMITED PARTNERSHIP, a Georgia limited partnership (hereinafter called "Landlord"), and WINN-DIXIE MONTGOMERY, INC., a Kentucky corporation qualified to do business in 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 the Landlord, in consideration of the covenants of the Tenant, does hereby lease and demise unto said Tenant and the 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 concrete pads at rear of store building for installation of Tenant's exterior coolers and/or freezers, and an entry vestibule and receiving room, 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 attached as Exhibit "A" and Exhibit "A-1" to a certain collateral lease agreement executed by the parties hereto and of even date herewith.

The demised premises are located in a shopping center development known as Brook Highland Plaza (hereinafter called "shopping center"), located in the City of Birmingham, County of Shelby, State of Alabama, the legal description of the shopping center being attached hereto as Exhibit "A" and by this reference made a part hereof.

FOR THE 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.



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

Brook.SFL  
9/2/93

*Cahaba Title*

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.

To the full extent permitted by law, Landlord covenants and agrees that the Tenant shall have the exclusive right to operate a supermarket in Phase I and Phase II of the shopping center and any enlargement thereof by Landlord or its successors or assigns. 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 supermarket, grocery store, meat, fish or vegetable market, nor will the 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; and 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, vegetables, fruits, bakery goods, dairy products or frozen foods without written permission of the Tenant. With the exception of package stores and drug stores, 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. Nothing herein shall prohibit an ice cream store, yogurt shop, health food store, doughnut shop, or a deli-type restaurant so long as its primary business is that of a sit-down restaurant and not that of the sale of meat, cheeses and wine for off-premises consumption and so long as it maintains no more than 7 linear feet of refrigerated deli cases. Tenant agrees, however, that the above provisions will not apply to the Wal-Mart tract in Phase II of the shopping center.

Without the prior written consent of Tenant herein only retail and/or service stores shall be allowed to operate in Phase I of the shopping center, it being the intent of the parties hereto that no spa, lounge, bar, "teen lounge", bowling alley, skating rink, bingo or electronic or other game parlor, theatre (except that a motion picture theatre, other than a pornographic movie house, shall be permitted on the most northerly two-thirds of the parcel lying immediately west of Outparcels "E" and "F" on Exhibit "A" to the aforesaid collateral lease agreement), business or professional offices, sales of automobiles, or health, recreational or entertainment-type activities, non-retail or non-service type activities, shall be permitted.

Notwithstanding the foregoing, business and professional offices (including finance company offices, dentist offices or insurance offices) of a type dealing with the public and with no more than seven (7) employees or owners using each individual space at a time may be located in up to 10,000 square feet of space within the shopping center, provided no single business or professional office may exceed 3,600 square feet or be located within 300 feet of any exterior wall of the demised premises.

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 aforesaid collateral lease agreement executed by the parties hereto and bearing even date herewith, which collateral lease agreement is and shall be a part of this instrument as fully and completely as if the same were set forth herein.

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:

BROOK HIGHLAND LIMITED  
PARTNERSHIP, a Georgia limited  
partnership

By: SNA, INC., an Alabama  
corporation, its general  
partner

By: *Alfred Baker*  
Its President

Attest: *W. Ernest Mason*  
Its Secretary

*John A. Pomeroy*  
*Greta S. Delubers*  
As to Landlord

(CORPORATE SEAL)

LANDLORD

WINN-DIXIE MONTGOMERY, INC.

By: *Tommy L. Pugh*  
Its Vice President

Attest: *W. L. Pugh*  
Its Secretary

*James A. Witte*  
*Laura E. Baughman*  
As to Tenant

(CORPORATE SEAL)

TENANT

STATE OF Alabama,  
COUNTY OF Jefferson

I, Melissa C. Sullivan, a Notary Public in and for said  
County, in said State, hereby certify that  
Cliff D. Baxa and W. Ernest Moss, as  
President and Vice President of SNA, INC., an Alabama  
corporation, as authorized general partner of BROOK HIGHLAND  
LIMITED PARTNERSHIP, a Georgia limited partnership, whose name 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 General Partner and with  
full authority, executed the same voluntarily on the day the same  
bears date.

Given under my hand and official seal this 20<sup>th</sup> day of  
September, 1993.

Melissa C. Sullivan  
Notary Public, State and County  
aforesaid.

My Commission Expires 6-8-96

(NOTARIAL SEAL)

STATE OF FLORIDA )  
COUNTY OF DUVAL )

I, Laura E. Baughman, 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. a Kentucky corporation, whose name 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 24<sup>th</sup> day of  
September, 1993.



LAURA E. BAUGHMAN  
My Comm. Exp. July 17, 1994  
Comm. No. CC 021236

Laura E. Baughman  
Notary Public, State and County  
aforesaid.

My Commission Expires 7-17-94

(NOTARIAL SEAL)

EXHIBIT "A"

Lot 1 and Lot 2, according to the survey of Brook Highland Plaza,  
as recorded in Map Box 16 page 102 in the Probate Office of Shelby  
County, Alabama; being situated in Shelby County, Alabama.

Inst # 1993-32898

10/22/1993-32898  
08:55 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MEL 3551.00