

SHORT FORM LEASE

THIS SHORT FORM LEASE, made this 13th day of January, 1995, by and between VALLEYDALE ASSOCIATES, LTD., an Alabama Limited Partnership (hereinafter called "Landlord") and WINN-DIXIE MONTGOMERY, INC., a Kentucky corporation qualified to do business in 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;

Inst # 1995-10844

WITNESSETH:

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 vestibule approximately 82 feet in width by 12 feet in depth and grocery receiving area and exterior coolers and freezers mounted on pads, 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" 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 Valleydale Marketplace (hereinafter called "shopping center"), located in the County of Shelby, State of Alabama, the legal description of the shopping center being attached hereto as Exhibit "B" and by this reference made a part hereof.

FOR THE TENANT TO HAVE AND TO HOLD for an initial term of twenty (20) years from May 27, 1993.

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 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 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

WINN-DIXIE MONTGOMERY, INC.
P. O. BOX 2029
MONTGOMERY, AL 36102-2029

04/26/1995-10844
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD 3725.00

This lease is subject to the terms and conditions set forth in the lease agreement attached hereto as Exhibit "A" and "B".
Witness my hand and the seal of the County of Shelby, Alabama, this 26th day of April, 1995.

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; except the sale of such items in not to exceed the lesser of 1,000 square feet of sales area or 10% of the square foot area of any storeroom within the shopping center (increased to 1,000 square feet for the drug store tenant), as an incidental only to the conduct of another business, and except the sale by a restaurant operation of ready-to-eat food items, either for consumption on or off the premises, shall not be deemed a violation hereof. With the exception of package stores and Harco Drugs or its successor drug store, only Tenant herein 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. Only Tenant may operate a seafood market or seafood department in the shopping center.

Without the prior written consent of Tenant herein only retail and/or service stores shall be allowed to operate in the shopping center, or any enlargement thereof, 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 (either motion picture or legitimate), 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, small service-type businesses, such as a finance company, insurance agency, or real estate company (so long as such real estate company does not conduct on its premises real estate courses or other educational courses) shall be permitted to operate in the shopping center so long as no single business employs more than seven (7) persons. A physician's office or a dentist's office may operate in the shopping center so long as it is located in the most easterly 6,000 square feet of retail shop space or on Outparcel "A," as both are shown on the attached "Exhibit "A."

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:

As to Landlord

**VALLEYDALE ASSOCIATES, LTD., an
Alabama Limited Partnership**

**By: VALLEYDALE, INC., an Alabama
corporation**

By: _____

Its

Chairman

Attest: _____

Its

*E. Paul Strenzel Jr.
President*

(CORPORATE SEAL)

LANDLORD

Cynthia N. Crossland

Sam R. Rice
As to Tenant

WINN-DIXIE MONTGOMERY, INC.

By: _____

Its

Jim [Signature]
Vice President

Attest: _____

Its

Ronald D. [Signature]
Assistant Secretary

(CORPORATE SEAL)

TENANT

STATE OF Alabama

COUNTY OF Jefferson

I, Jamie R. Pool, a Notary Public in and for said County, in said State, hereby certify that William A. Hurlburt, whose name as Chairman of VALLEYDALE, INC., an Alabama corporation, 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 President and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of January, 1995.

Jamie R. Pool
Notary Public, State and County aforesaid.

My Commission Expires 4-27-96

(NOTARIAL SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

I, Sally Reece, 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 5th day of April, 1995.

Sally Reece
Notary Public, State and County aforesaid.

My Commission Expires _____



EXHIBIT "B"

OVERALL DESCRIPTION

A parcel of land situated in the southeast one-quarter of the northwest one-quarter and the southwest one-quarter of the northwest one-quarter of Section 15, Township 19 South, Range 2 West, more particularly described as follows:

Commence at the southwest corner of the north one-half of the southeast one-quarter of the northwest one-quarter of said Section and run south 89 degrees 10 minutes 56 seconds east along the north line of the north one-half of southeast one-quarter of the northwest one-quarter of said section for a distance of 345.00 feet to the point of beginning of herein described property; thence run south 8 degrees 37 minutes 32 seconds west for a distance of 100.93 feet; thence run north 89 degrees 10 minutes 56 seconds west for a distance of 91.29 feet; thence run south 85 degrees 22 minutes 23 seconds west for a distance of 105.48 feet; thence run south 86 degrees 46 minutes 24 seconds west for a distance of 99.25 feet; thence run north 85 degrees 51 minutes 01 seconds west for a distance of 34.57 feet; thence run north 0 degrees 04 minutes 46 seconds east for a distance of 15.00 feet; thence run north 89 degrees 10 minutes 56 seconds west for a distance of 120.11 feet; thence run north 44 degrees 19 minutes 31 seconds west for a distance of 74.56 feet to the point of commencement of a curve to the left, said curve having a central angle of 22 degrees 43 minutes 08 seconds and, a chord bearing of north 12 degrees 10 minutes 38 seconds east and a radius of 231.50 feet; thence travel in a northerly direction along the arc of said curve for a distance of 91.79 feet; thence run north 0 degrees 49 minutes 04 seconds east for a distance of 40.00 feet to the point of commencement of a curve to the left, said curve having a central angle of 41 degrees 40 minutes 00 seconds, and a chord bearing of north 20 degrees 00 minutes 56 seconds west and a radius of 254.91 feet; thence run in a northwesterly direction along the arc of said curve for a distance of 185.38 feet; thence run north 40 degrees 50 minutes 56 seconds west for a distance of 113.48 feet to a point on the southerly right-of-way line of Valleydale Road. said point also being the point of commencement of a curve to the left having a central angle of 3 degrees 19 minutes 18 seconds, and a chord bearing of north 52 degrees 29 minutes 59 seconds east and a radius of 2913.72 feet; thence run in a northeasterly direction along the arc of said curve for a distance of 168.92 feet; thence run north 50 degrees 50 minutes 23 seconds east for a distance of 199.55 feet; thence run south 0 degrees 00 minutes 32 seconds east for a distance of 92.74 feet; thence run south 32 degrees 50 minutes 13 seconds east for a distance of 200.63 feet; thence run north 33 degrees 20 minutes 43 seconds east for a distance of 130.22 feet to a point on the southwest right-of-way line of Caldwell Mill Road; thence run south 36 degrees 39 minutes 17 seconds east for a distance of 672.21 feet; thence run north 89 degrees 10 minutes 56 seconds west for a distance of 359.33 feet to the point of beginning. Said parcel contains 9.1584 acres.

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