

This Instrument was prepared by:  
Record and return to:

P. Christopher Wrenn, Attorney-at-Law  
5050 Edgewood Court  
Jacksonville, Florida 32203

Inst # 2001-12332  
(Reserved for Clerk)  
04/03/2001-12332  
04:30 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
32.00  
008 NB

**AMENDMENT TO LEASE**  
**AND**  
**AMENDMENT TO SHORT FORM LEASE**

**THIS AMENDMENT TO LEASE AND AMENDMENT TO SHORT FORM LEASE**, made this March 15, 2001, by and between **HELENA MARKETPLACE, L.L.C.**, an Alabama limited liability company ("Landlord") and **WINN-DIXIE MONTGOMERY, INC.**, a Florida corporation, successor in interest to Winn-Dixie Montgomery, Inc., a Kentucky corporation ("Tenant"), recites and provides as follows:

**RECITALS:**

(1) By that Lease dated November 10, 1997, as amended and/or evidenced by: (a) Short Form Lease dated November 10, 1997, recorded as instrument number 1997-37152 with the Shelby County Judge of Probate, Alabama (the "Short Form Lease"); (b) Supplemental Lease Agreement dated October 15, 1998; (c) Letter Agreement dated July 22, 1998 (the "Lease"), Tenant leased from Landlord certain Premises described in the Lease located in the Helena, Shelby County, Alabama.

(2) Landlord and Tenant have agreed to modify that certain Declaration of Covenants and Easements dated October 22, 1997, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, under Instrument No. 1997-37151 by Amendment to Declaration of Covenants and Easements (the "Amended Declaration"), and desire to amend and modify the Lease and Short Form Lease to comport with the Amended Declaration as hereinafter set forth.

**WITNESSETH:**

In consideration of the sum of Ten and No/100 Dollars (\$10.00), the mutual promises and agreements contained in the Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord Tenant and agree as follows:

1. The foregoing recitals of fact are true and correct and are incorporated herein by this reference.

2. The site plans attached as Exhibit "A" to the Lease and Exhibit "A" to the Short Form Lease are hereby replaced by the site plan prepared by Gonzalez-Webb Engineering, Inc., dated November 29,

2000, attached hereto as Exhibit "A-1". From and after the date hereof, any and all references in the Lease and Short Form Lease to a site plan or plot plan or to Exhibit "A" shall be deemed to refer to Exhibit "A-1".

3. Section 7 ("USE") subsection (c)(9) is deleted and the following is substituted in lieu thereof:

(9) business or professional offices, including medical offices, located within the three (3) 1200 square feet retail shop spaces lying immediately north of the Store;

4. Section 7 ("USE") subsection (c)(10) is deleted and the following is substituted in lieu thereof:

(10) medical clinics (except as provided in subsection (9) above), including abortion clinics and HIV clinics;

5 The foregoing modifications to Section 7 of the Lease are intended to make the terms of the Lease and Short Form Lease consistent, as to the Shopping Center, with the Amended Declaration. Additional restrictions on the uses described in Sections 7(c)(9) and 7(c)(10) for the benefit of Tenant are imposed by the Declaration. This Amendment is not intended to limit, in any way, the efficacy of any such additional restrictions.

6. Article 13 ("PARKING AND COMMON AREAS") is modified by deleting the following provision:

"Landlord shall not designate any portion of the Common Areas for the exclusive use of any party and shall at all times during the Term provide and maintain a surfaced parking area substantially as shown on the Site Plan, and of sufficient area to provide:

Prior to construction of the Addition, as hereinafter defined:

(a) a minimum ratio of at least 6.08 automobile parking spaces for each 1,000 square feet of gross building area (including additional floor levels) in the Shopping Center, and

(b) facilities for convenient parking of at least 360 automobiles (minimum); on the basis of arrangement as provided on the Site Plan and

After construction of the Addition, as hereinafter defined:

(a) a minimum ratio of at least 5.22 automobile parking spaces for each 1,000 square feet of gross building area (including additional floor levels) in the Shopping Center, and

(b) facilities for convenient parking of at least 344 automobiles (minimum)."

and replacing it with the following:

"Landlord shall not designate any portion of the Common Areas for the exclusive use of any party and shall at all times during the Term provide and maintain a surfaced parking area substantially as shown on the Site Plan, and of sufficient area to provide:

Prior to construction of the Addition, as hereinafter defined:

(a) a minimum ratio of at least 6.0 automobile parking spaces for each 1,000 square feet of gross building area (including additional floor levels) in the Shopping Center, and

(b) facilities for convenient parking of at least 359 automobiles (minimum); on the basis of arrangement as provided on the Site Plan and

After construction of the Addition, as hereinafter defined:

(a) a minimum ratio of at least 5.1 automobile parking spaces for each 1,000 square feet of gross building area (including additional floor levels) in the Shopping Center, and


(b) facilities for convenient parking of at least 340 automobiles (minimum)."

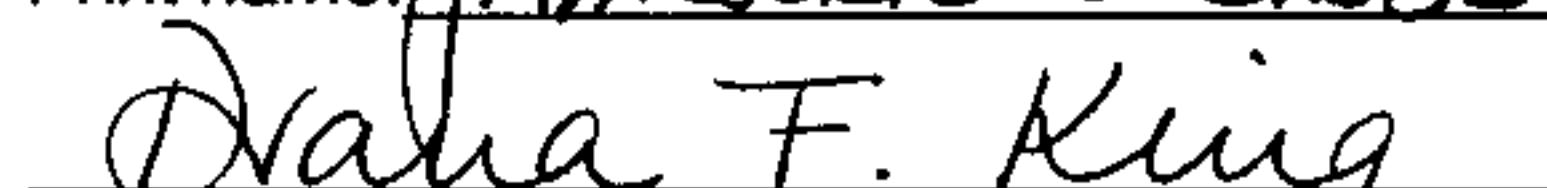
7. Landlord and Tenant each covenants and represent to the other that the consents of all entities necessary to render this Amendment enforceable have been obtained and are attached hereto.

8. Except as specifically amended by this Amendment, the Lease and Short Form Lease shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Amendment as of the date and year first above written.

Signed, sealed and delivered  
in the presence of:

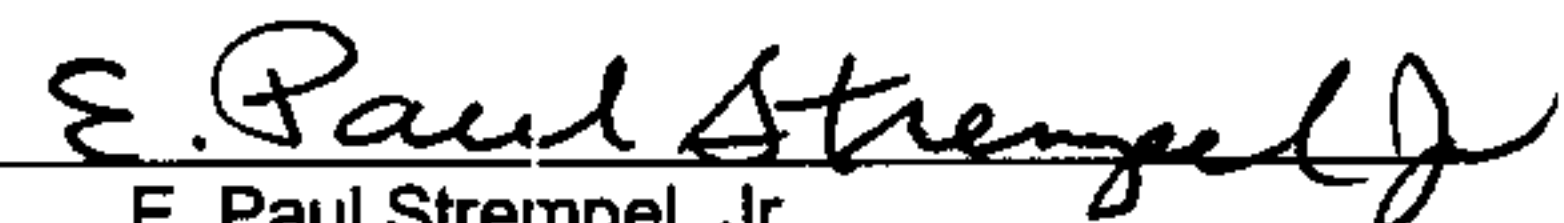
  
Print name: MARJORIE O. DABBS

  
Print name: DIANA F. KING

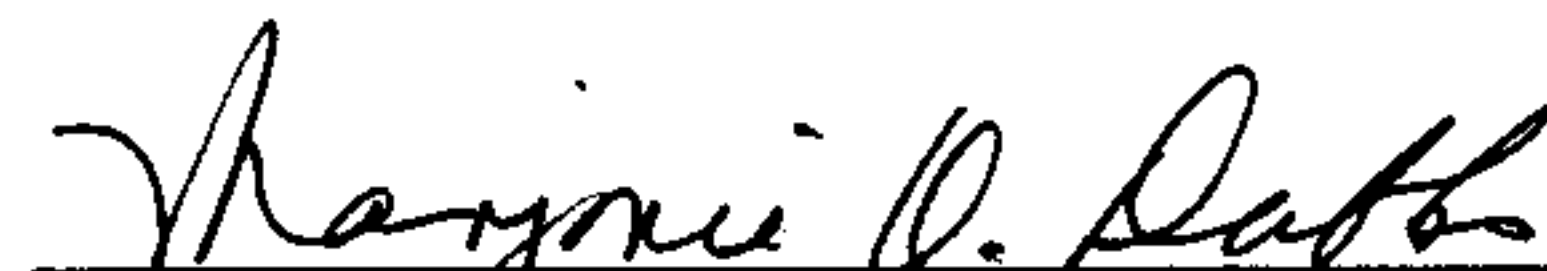
As to E. Paul Strempel, Jr.

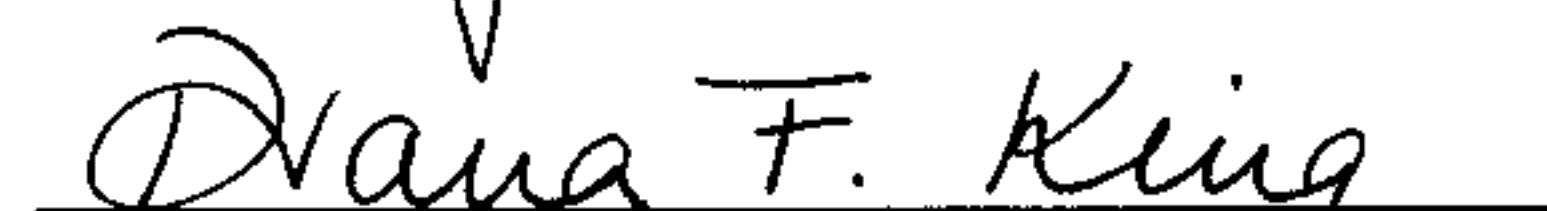
**HELENA MARKETPLACE, L.L.C.**,  
an Alabama limited liability company

By: **SRC REALTY, L.L.C.**, Its Manager

By:   
E. Paul Strempel, Jr.  
Its Member

Date: 3-15-01

  
Print name: MARJORIE O. DABBS

  
Print name: DIANA F. KING

As to Rick L. Griffith

By:   
Rick L. Griffith  
Its Member


Date: 3-15-01

Margorie O. Dabbs  
Print name: MARGORIE O. DABBS

Diana F. King  
Print name: DIANA F. KING

As to James A. Bruno

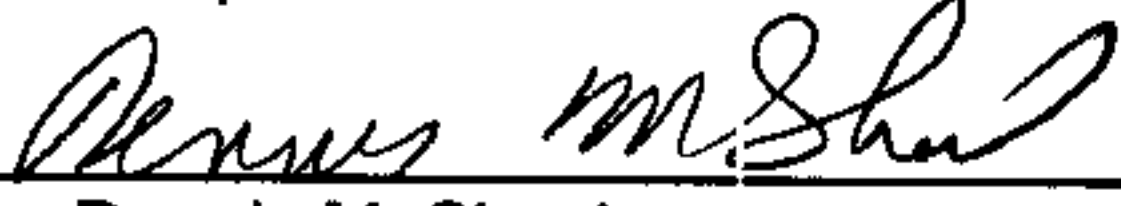
By: **SOUTHMARK PROPERTIES, L.L.C., Its Manager**

By:   
James A. Bruno  
Its Manager  
Date: 3-15-01

Laura L. Andrews  
Print name: LAURA L. ANDREWS

Amy P. Wiley  
Print name: AMY P. WILEY

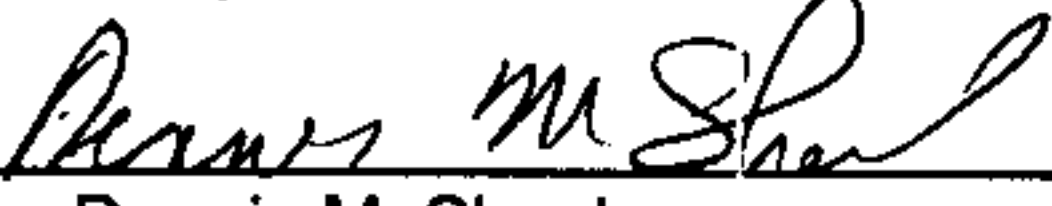
**WINN-DIXIE MONTGOMERY, INC.**  
a Florida corporation

By:   
Dennis M. Sheehan  
Its Vice President  
Date: 3/19/01

Laura L. Andrews  
Print name: LAURA L. ANDREWS

Amy P. Wiley  
Print name: AMY P. WILEY

**WINN-DIXIE STORES, INC.**  
a Florida corporation

By:   
Dennis M. Sheehan  
Its Senior Vice President  
Date: 3/19/01



STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Lisa A. Morrison, a Notary Public in and for said County, in said State, hereby certify that E. Paul Stempel, Jr. and Rick L. Griffith, as Members of **SRC REALTY, L.L.C.**, an Alabama limited liability company, in its capacity as a Member of **HELENA MARKETPLACE, L.L.C.**, an Alabama limited liability company, 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 the instrument, they, as such Members and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as a Member of Helena Marketplace, L.L.C., on the day the same bears date.

Given under my hand this 15<sup>th</sup> day of March, 2001.

Lisa A. Morrison

Printed Name: Lisa A. Morrison

Notary Public, State and County aforesaid

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC STATE OF ALABAMA AT LARGE

Notary ID No.: \_\_\_\_\_ MY COMMISSION EXPIRES: Jan 3, 2004

(NOTARIAL SEAL) BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, Lisa A. Morrison, a Notary Public in and for said County, in said State, hereby certify that James A. Bruno, as Manager of **SOUTHMARK PROPERTIES, L.L.C.**, an Alabama limited liability company, on behalf of Southmark Properties, L.L.C., in its capacity as a Member of **HELENA MARKETPLACE, L.L.C.**, an Alabama limited liability company, 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 as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company in its capacity as a Member of Helena Marketplace, L.L.C., on the day the same bears date.

Given under my hand this 15<sup>th</sup> day of March, 2001.

Lisa A. Morrison

Printed Name: Lisa A. Morrison

Notary Public, State and County aforesaid

My Commission Expires: \_\_\_\_\_ NOTARY PUBLIC STATE OF ALABAMA AT LARGE

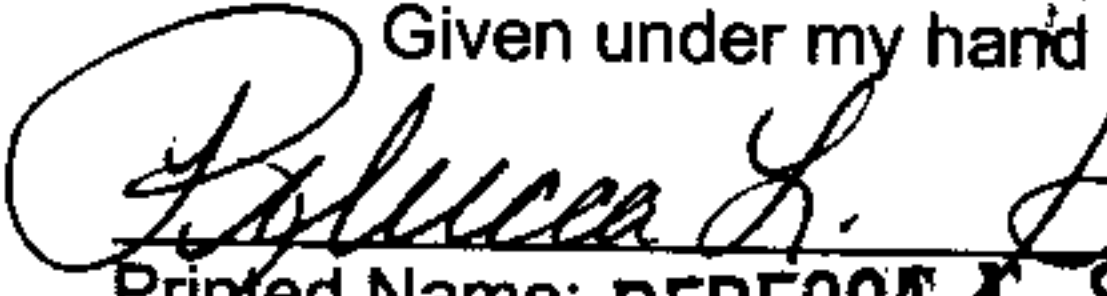
Notary ID No.: \_\_\_\_\_ MY COMMISSION EXPIRES: Jan 3, 2004

(NOTARIAL SEAL) BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA  
COUNTY OF DUVAL

I, REBECCA L. SAWYER, a Notary Public in and for said County, in said State, hereby certify that Dennis M. Sheehan, whose name as Vice President of Winn-Dixie Montgomery, Inc., a Florida 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 19 day of March, 2001.

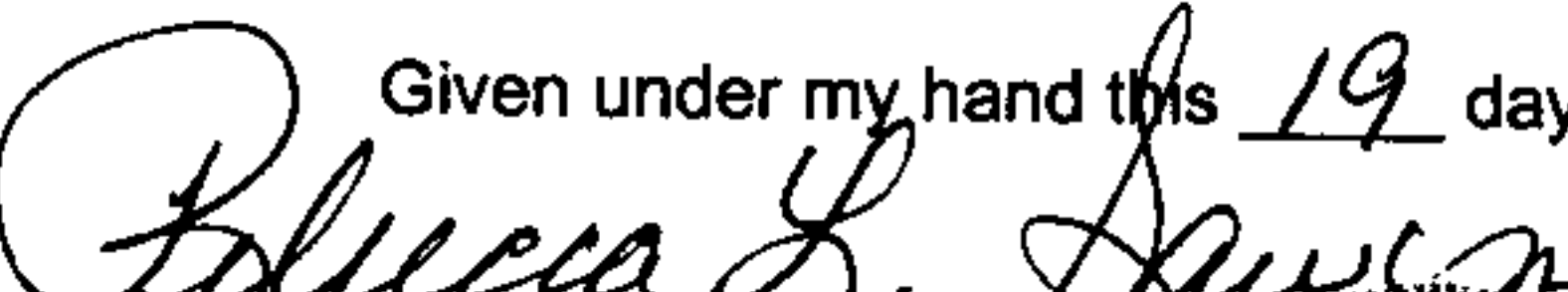
  
Printed Name: REBECCA L. SAWYER  
Notary Public, State and County aforesaid  
My Commission Expires: \_\_\_\_\_  
Notary ID No.: \_\_\_\_\_  
(NOTARIAL SEAL)

REBECCA L. SAWYER  
My Comm. Exp. June 2, 2002  
Comm. No. CC 372310

STATE OF FLORIDA  
COUNTY OF DUVAL

I, REBECCA L. SAWYER, a Notary Public in and for said County, in said State, hereby certify that Dennis M. Sheehan, whose name as Senior Vice President of Winn-Dixie Stores, Inc., a Florida 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 19 day of March, 2001.

  
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, 2002  
Comm. No. CC 372310

**CONSENT**

The undersigned, as the owner and holder of a security interest affecting the Shopping Center or the Premises, hereby consents to the terms and conditions of the foregoing Amendment to Lease and Amendment to Short Form Lease and agrees that any exercise of its rights pursuant to its security interest shall be subject to the foregoing Amendment.

Gwen Smith  
Print name: Gwen Smith

**JEFFERSON PILOT FINANCIAL INSURANCE COMPANY**  
a Nebraska corporation (formerly a New Hampshire corporation)

Teresa Sizemore  
Print name: Teresa Sizemore

James E. McDonald II  
Print name: JAMES E. McDONALD II  
Its: Vice President  
Date: March 30, 2001

STATE OF North Carolina  
COUNTY OF Guilford

I, Margaret L. Venable, a Notary Public in and for said County, in said State, hereby certify that James E. McDonald II, whose name as Vice President of JEFFERSON PILOT FINANCIAL INSURANCE COMPANY, a Nebraska corporation (formerly a New Hampshire 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 30<sup>th</sup> day of March, 2001.

Margaret L. Venable  
Printed Name: Margaret L. Venable  
Notary Public, State and County aforesaid  
My Commission Expires: 9-24-2003  
Notary ID No.: \_\_\_\_\_  
(NOTARIAL SEAL)

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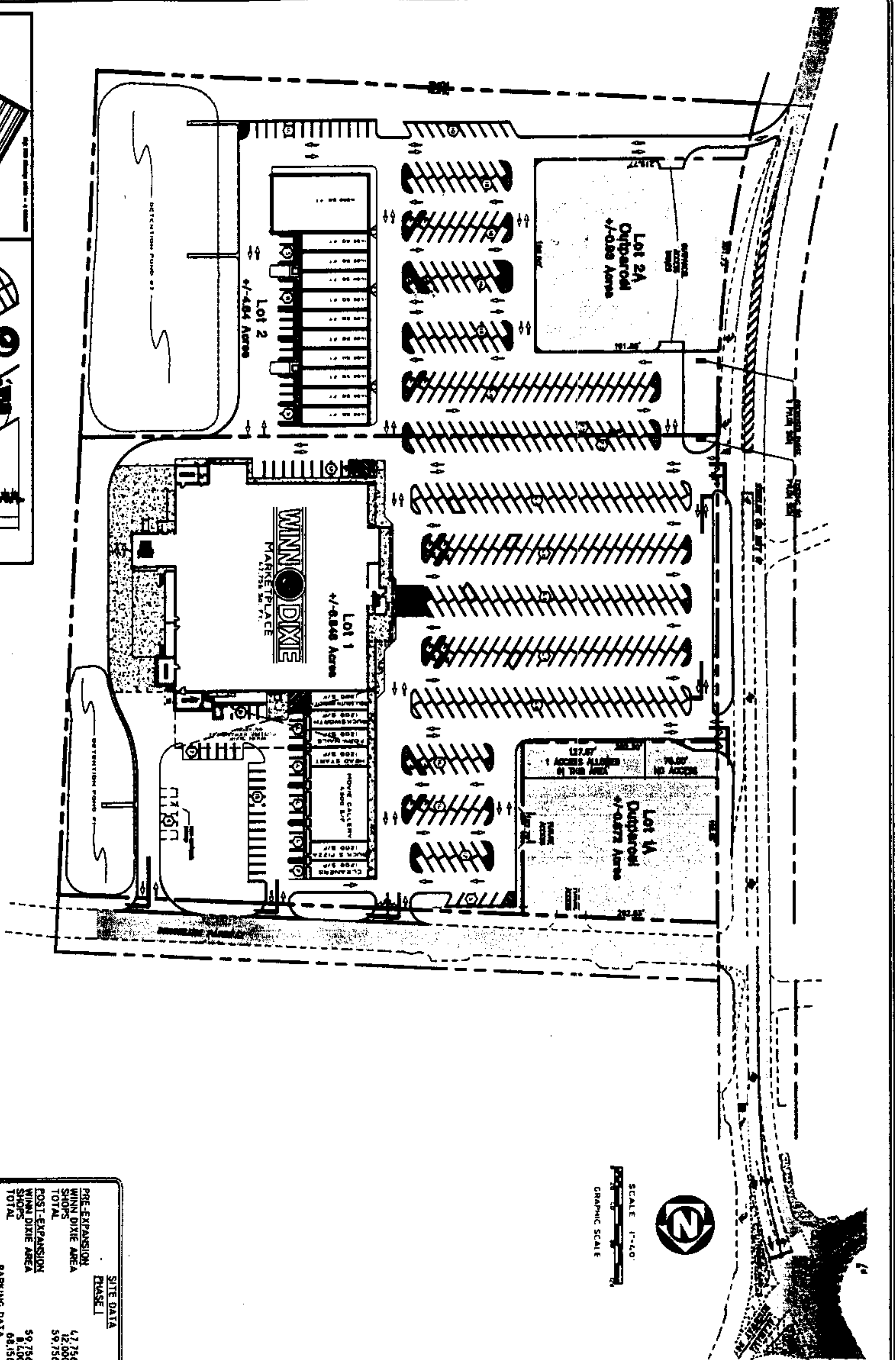
**Inst # 2001-12332**

~~04/03/2004~~ 12332

04:30 PM CERIAL: 11-11-11  
JUDGE OF PROBATE

SHELBY COUNTY JUDGE OF THE  
32.00

008 4B



PRE-EXPANSION		PHASE I		PHASE II	
WINN DIXIE AREA	4,756 SQ. FT.	WINN DIXIE AREA	4,756 SQ. FT.	WINN DIXIE AREA	4,756 SQ. FT.
SHOPS	12,000 SQ. FT.	SHOPS	12,000 SQ. FT.	SHOPS	12,000 SQ. FT.
TOTAL	59,756 SQ. FT.	TOTAL	59,756 SQ. FT.	TOTAL	59,756 SQ. FT.
POST-EXPANSION		PHASE I		PHASE II	
WINN DIXIE AREA	59,756 SQ. FT.	WINN DIXIE AREA	59,756 SQ. FT.	WINN DIXIE AREA	59,756 SQ. FT.
SHOPS	12,000 SQ. FT.	SHOPS	12,000 SQ. FT.	SHOPS	12,000 SQ. FT.
TOTAL	68,156 SQ. FT.	TOTAL	68,156 SQ. FT.	TOTAL	68,156 SQ. FT.
PARKING PROVIDED		PARKING DATA		PARKING DATA	
RATIO - PRE EXP.	6.00 / 1000 SQ. FT.	RATIO - PRE EXP.	6.00 / 1000 SQ. FT.	RATIO - PRE EXP.	6.00 / 1000 SQ. FT.
RATIO - POST EXP.	5.10 / 1000 SQ. FT.	RATIO - POST EXP.	5.10 / 1000 SQ. FT.	RATIO - POST EXP.	5.10 / 1000 SQ. FT.
PRE-EXPANSION		PHASE I		PHASE II	
SHOPS	20,000 SQ. FT.	SHOPS	20,000 SQ. FT.	SHOPS	20,000 SQ. FT.
PARKING PROVIDED	179	PARKING PROVIDED	179	PARKING PROVIDED	179
RATIO	8.95 / 1000 SQ. FT.	RATIO	8.95 / 1000 SQ. FT.	RATIO	8.95 / 1000 SQ. FT.
PARKING PROVIDED		PARKING DATA		PARKING DATA	
RATIO - PRE EXP.	6.75 / 1000 SQ. FT.	RATIO - PRE EXP.	6.75 / 1000 SQ. FT.	RATIO - PRE EXP.	6.75 / 1000 SQ. FT.
RATIO - POST EXP.	5.9% / 1000 SQ. FT.	RATIO - POST EXP.	5.9% / 1000 SQ. FT.	RATIO - POST EXP.	5.9% / 1000 SQ. FT.
REPRESENTS TOTAL PARKING PROVIDED IN LOTS I AND 2		REPRESENTS TOTAL PARKING PROVIDED IN LOTS I AND 2		REPRESENTS TOTAL PARKING PROVIDED IN LOTS I AND 2	

FOR  
INFORMATION  
ONLY

**GONZALEZ WEBB STRENGTH, INC.**  
ENGINEERING & SURVEYING  
SUITE 407 - 117 66MM1 CIRCLE  
BIRMINGHAM, ALABAMA 35209  
PHONE (205) 948-2484  
FAX (205) 948-3099  
GWS@GWSI.COM

SITE PLAN FOR EASEMENT &amp; COVENANT AGREEMENT

**HELENA MARKETPLACE**

1. 姓名	2. 性别	3. 年龄	4. 职业
王某某	男	35	教师
李某某	女	28	医生
张某某	男	42	工程师
赵某某	女	31	护士

REVISED		DESCRIPTION		DATE	
NO.	DATE	NO.	DATE	NO.	DATE
1	10/10/50	1	10/10/50	1	10/10/50
REAL DISCOVERY					
SECTION					
TOWN					
RANGE					