

STORE NO.: _____
SITE: U.S. 280, SHELBY COUNTY,
ALABAMA
SHOPPING
CENTER: THE VILLAGE AT LEE BRANCH
STOREROOM: 54,340 Square Feet

Cross Reference To:
Deed Book 20020729000351020,
Pages 1/11-11/11, Shelby
County, Alabama records.

After recording please return to:
✓ McClure & McClure, LLC
1708 Peachtree Street, N.E.
Suite 450
Atlanta, Georgia 30309

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT to Memorandum of Lease (hereinafter referred to as the "First Amendment") is made and entered into as of this 21st day of August, 2002, by and between AIG BAKER BROOKSTONE, L.L.C., a Delaware limited liability company (hereinafter referred to as the "Landlord"), and PUBLIX ALABAMA, LLC, an Alabama limited liability company (hereinafter referred to as the "Tenant");

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into that certain Memorandum of Lease, dated May 21, 2001 (the "Memorandum"), recorded in Deed Book 20020729000351020, Pages 1/11-11/11, Shelby County, Alabama records; and

WHEREAS, Landlord and Tenant desire to amend the Memorandum as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Exhibit "A" to the Memorandum is hereby deleted and the Exhibit "A" attached hereto and incorporated herein is hereby inserted in lieu thereof and all references to Exhibit "A" or the Site Plan in the Memorandum are hereby deemed to hereinafter refer to Exhibit "A" attached hereto.

2. Paragraph 9 of the Memorandum, entitled "Exclusive Uses", is modified and amended by modifying and amending Paragraph 16.02(b), entitled "Exceptions to Exclusive Uses", as the same appears in said Paragraph 9 of the Memorandum, by deleting the period at the end thereof and inserting in lieu thereof the following:

"; and (viii) so long as that certain Lease by and between Landlord and Academy Sports in respect of premises located within the Shopping Center remains in full force and effect, up to 1,000 square feet of Leasable Floor Area within said premises may be utilized for retail sales of items of food for "off-premises" consumption."

3. Paragraph 9 of the Memorandum, entitled "Exclusive Uses", is modified and amended by modifying and amending Paragraph 16.03(b), entitled "Specific Prohibited Uses", as the same appears in said Paragraph 9 of the Memorandum, by deleting therefrom the phrase "Shops A, Anchor B, Shops B, and Mini A", and inserting in lieu thereof the phrase "Shops-A, Anchor B, Shops-B, Shops-C, and Shops-D".

4. Paragraph 11 of the Memorandum is modified and amended by modifying and amending Paragraph 18.03, entitled "Covenant Running with the Land", as the same appears in said Paragraph 11 of the Memorandum, by deleting therefrom the phrase "Outparcel Restrictions", and inserting in lieu thereof the phrase "Outparcel, Pad A, Pad B, and Adjacent Property Restrictions".

5. In all other respects, the Memorandum, as modified by this First Amendment, is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to multiple counterparts hereof as of the day and year first above appearing, or caused the within to be duly executed by their authorized officers and the seal of the corporation affixed hereto by proper authority of their respective Boards of Directors.

LANDLORD:

Signed, sealed and delivered in my presence this 15 day of August, 2002.

Janina A. Snelling
Witness
Sharon K. Kramers
Notary Public 3-116-03

AIG BAKER BROOKSTONE, L.L.C., a Delaware limited liability company

By: AIG Baker Shopping Center Properties, L.L.C., a Delaware limited liability company, its sole member

By: Alex D. Baker (SEAL)
Alex D. Baker,
President

TENANT:

Signed, sealed and delivered in my presence this 21st day of AUGUST, 2002.

Nancy Bowman
Witness
NANCY BOWMAN

PUBLIX ALABAMA, LLC, an Alabama limited liability company

By: John Frazier
President

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 21st day of August, 2002, by JOHN FRAZIER, President of PUBLIX ALABAMA, LLC, an Alabama limited liability company, on behalf of said company. He is personally known to me.

Brandy Hutchinson
Notary Public

My Commission Expires:



Brandy Hutchinson
MY COMMISSION # DD094948
February 24, 2006
BONDED THRU TROY FAIR INSURANCE



Brandy Hutchinson
MY COMMISSION # DD094948 EXPIRES
February 24, 2006
BONDED THRU TROY FAIR INSURANCE, INC.

Prepared by:

Jay Y. McClure
Jay Y. McClure
McClure & McClure, LLC
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