


This Instrument was prepared by
P. Christopher Wrenn, Attorney-at-Law
whose address is P. O. Box B
Jacksonville, Florida 32203


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Shelby Cnty Judge of Probate, AL
05/30/2003 15:30:00 FILED/CERTIFIED

(Reserved for Clerk)

**SUBORDINATION, NONDISTURBANCE,
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (this "Agreement"), made this March 3, 2003, between **Secore Financial Corporation and/or Archon Financial, L.P. and/or Goldman Sachs Mortgage Company**, whose address is c/o Goldman Sachs Mortgage Company, 85 Broad Street, New York, New York 10004 Attention: J. Theodore Borter (together with its successors, assigns, and transferees, "Lender"); **Developers Diversified of Alabama, Inc.**, an Alabama corporation whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122 Attention: General Counsel (together with its successors, assigns, and transferees, "Landlord"), and **Winn-Dixie Montgomery, Inc.**, a Florida corporation, whose address is 5400 Fulton Industrial Boulevard, Atlanta, Georgia 30336 Attention: Asset/Property Management (together with its successors and assigns, "Winn-Dixie");

RECITALS:

1. Lender has made or is about to make a loan to Landlord, secured by a mortgage, deed of trust, security deed, or other financing instrument recorded or to be recorded in the Official Records of Shelby County, Alabama (together with any modifications, consolidations, extensions, replacements, or renewals thereof, the "Mortgage"), encumbering the real estate known as "Brook Highland Plaza" shopping center at the near the northwesterly corner of the intersection of Shelby County Highway No. 495 and Alabama Highway #280, in Birmingham, Shelby County, Alabama, and more particularly described in the Mortgage and on Exhibit "A" attached hereto and incorporated herein (the "Shopping Center"); and

First Title

2. By Lease dated September 20, 1993 (as amended or is evidenced only by: (a) Short Form Lease dated September 20, 1993, recorded as Instrument #1993-32898 in the Office of the Judge of Probate of Shelby County, Alabama; (b) Letter Agreement dated March 26, 2002, and as otherwise to be amended from time to time, the "Lease"), Landlord did lease unto Winn-Dixie, as tenant, those certain premises which constitute a portion of the Shopping Center and are more particularly described in the Lease (the "Premises"); and

3. Lender and Winn-Dixie desire that the Lease shall not terminate but rather shall remain in full force and effect in accordance with its terms if the Mortgage is foreclosed or any transfer of the Premises is made in lieu thereof.

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lender and Winn-Dixie agree as follows:

1. Provided Winn-Dixie is not in material default under the terms of the Lease, then in the course of or following any exercise of any remedy under the Mortgage, any foreclosure sale of the Shopping Center or the Premises, or any transfer of the Shopping Center or the Premises thereafter or in lieu of foreclosure (together with any similar events, a "Foreclosure Event"):

(a) The right of possession of Winn-Dixie to the Premises and Winn-Dixie's rights arising out of the Lease shall not be affected or disturbed by Lender.

(b) Winn-Dixie shall not be named as a party defendant unless required by law.

(c) The Lease shall not be terminated or affected by any Foreclosure Event.

2. Following a Foreclosure Event, Winn-Dixie shall attorn to Lender as its new landlord and the Lease shall continue in full force and effect as a direct lease between Winn-Dixie and Lender. Notwithstanding the foregoing, Lender shall not be:

(a) liable for any act or omission of any prior landlord (including Landlord), unless such action was taken at the direction of or with the approval of Lender; or

(b) subject to any offsets or defenses which Winn-Dixie might have against any prior landlord (including Landlord) except those which arose out of such landlord's default

under the Lease and accrued after Winn-Dixie has notified Lender and given Lender an opportunity to cure as provided in the Lease; or

(c) bound by any rent Winn-Dixie paid for more than the then current month to any prior landlord (including Landlord); or

(d) bound by any modification of the Lease made after the date hereof without Lender's consent.

3. Following a Foreclosure Event, Lender promptly shall give notice thereof to Winn-Dixie, stating its current address and providing evidence of Lender's title to the Premises.

4. The Lease is subject and subordinate to the lien of the Mortgage and to all advances made or to be made thereunder as though the Mortgage had been executed and recorded prior in point of time to the execution of the Lease. Notwithstanding the foregoing, subordination of the Lease to the Mortgage should not be construed to constitute Winn-Dixie's consent or agreement to any term, condition, or provision of the Mortgage or any related loan document which is inconsistent with or purports to modify, alter, or amend the Lease.

5. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of either party hereto. However, Winn-Dixie agrees to execute and deliver to Lender such other instrument as Lender shall reasonably request to evidence such provisions.

6. Winn-Dixie agrees it will not, without the prior written consent of Lender (i) modify the Lease or any extensions or renewals thereof in such a way as to reduce rent, accelerate rent payment, shorten the original term, or change any renewal option; (ii) terminate the Lease, except as provided by its terms; (iii) tender or accept a surrender of the Lease or make a prepayment in excess of one (1) month of any rent thereunder; or (iv) subordinate or knowingly permit subordination of the Lease to any lien subordinate to the Mortgage, except for those liens that are superior to the Mortgage by law, if any. Any such purported action without such consent shall be void as against Lender.

7. Winn-Dixie will give notices to Lender in accordance with paragraph 30 of the Lease at the address set forth in the first paragraph of this Agreement or at such other address as Lender may advise from time to time. Lender shall be entitled to the cure periods provided in paragraph 30 under the Lease.

8. If Lender, or its assignee, obtains Landlord's interest in the Shopping Center, Lender agrees to promptly provide or cause to be provided to Winn-Dixie (a) a copy of any current marked title commitment or title policy showing any new landlord as the owner thereof, (b) a W-9 form or its equivalent setting forth the name and tax identification number of the party collecting rent, signed by an authorized person, (c) a letter of instruction on the letterhead of Landlord (or new landlord in the case of a sale or other transfer) stating (i) the name, address, phone number, and contact person of the entity collecting rent under the Lease, and (ii) the names, addresses, and telecopy numbers of all persons to be provided notices from Winn-Dixie under the Lease, (collectively, the "Transfer Requirements") and/or (d) such other information as Winn-Dixie may reasonably require. Following receipt of the foregoing, as of the date of any such transfer, the transferring landlord shall be released from any obligations accruing after the date of the transfer except as otherwise expressly provided in the Lease. The Transfer Requirements must be met to ensure that Winn-Dixie is paying rent to the proper, entitled party and Winn-Dixie shall have the right to temporarily withhold rent in trust pending receipt of Transfer Requirements.

9. If Lender enforces any right under the Mortgage to collect rent under the Lease, without obtaining title to the Premises, Lender shall provide to Winn-Dixie a W-9 form or its equivalent setting forth its proper name and tax identification number, signed by an authorized person, and/or such other information as Winn-Dixie may reasonably require (collectively, the "Tax Data"). The Tax Data must be obtained by Winn-Dixie to ensure that Winn-Dixie is paying rent to the proper, entitled party and Winn-Dixie shall have the right to temporarily withhold rent in trust pending receipt of the Tax Data.

10. Winn-Dixie acknowledges that the Mortgage and/or associated loan documents held and to be held by Lender give Lender the absolute right to collect rent and other sums payable under the Lease directly from Winn-Dixie, and Winn-Dixie agrees to pay rents directly to Lender (or as Lender shall direct) as they become due and payable upon receipt of written instructions from Lender directing it do to so (a "Payment Notice"); making rent payments to Lender or as Lender shall direct shall satisfy Winn-Dixie's

payment obligations under the Lease and Landlord hereby consents to such payment and waives any claim against Winn-Dixie for any sums paid to Lender following receipt by Winn-Dixie of a Payment Notice.

IN WITNESS WHEREOF, Lender, Landord and Winn-Dixie have executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print name: _____

Print name: _____

Robin Lestina
Print name: Robin Lestina

Kristi England
Print name: Kristi England

Print name: _____

Print name: _____

Joanne Thross
Print name: Joanne Thross

Paula Jones
Print name: PAULA JONES

Judith M. Parent
Print name: Judith M. Parent

Laura E. Baughman
Print name: Laura E. Baughman

Lender:
Secore Financial Corporation

By: _____

Its: _____

Date: _____

Archon Financial, L.P.

By: Joseph M. Osborne

Its: COO

Date: 3-24-03

Goldman Sachs Mortgage Company

By: _____

Its: _____

Date: _____

Landlord:
Developers Diversified of Alabama, Inc.

By: Joan U. Allgood

Its: Vice President

Date: March 10, 2004

Winn-Dixie:
Winn-Dixie Montgomery, Inc.

By: Dennis M. Sheehan

Its: VICE PRESIDENT

Date: March 4, 2003

STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Secore Financial Corporation, a _____ corporation, on behalf of the corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal of office this _____ day of _____, 2003.

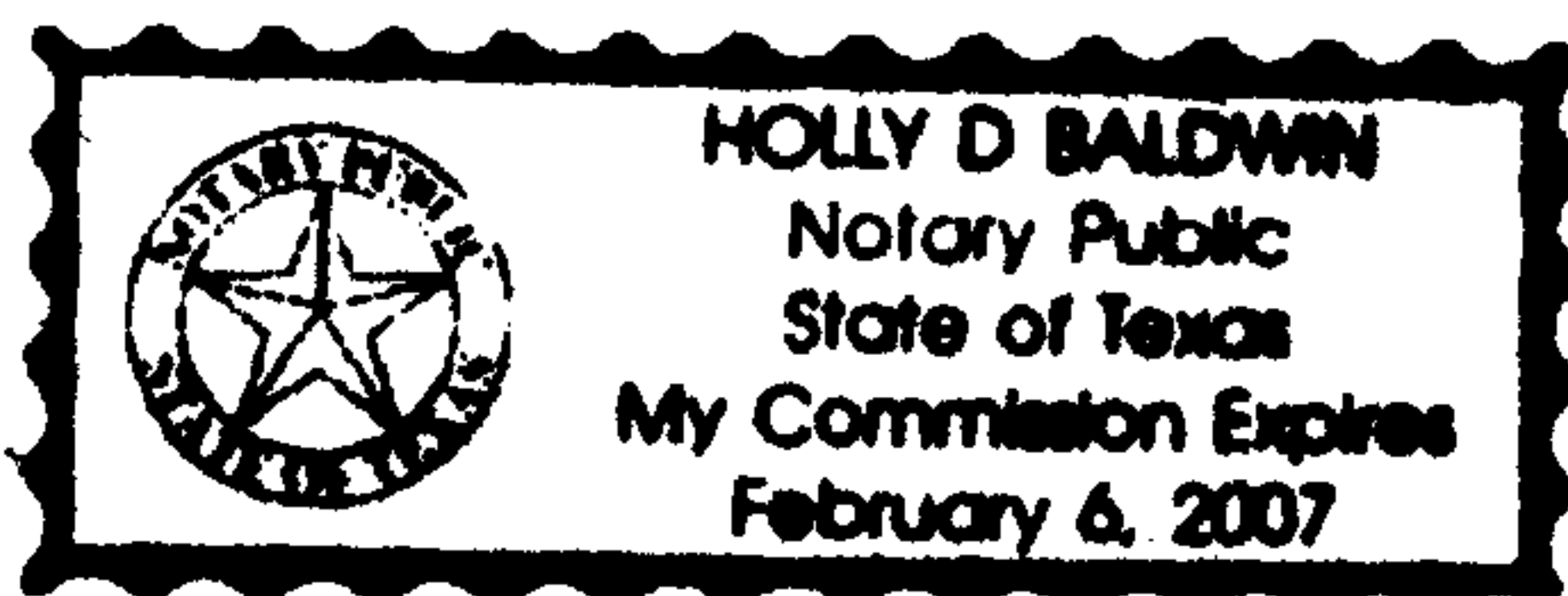
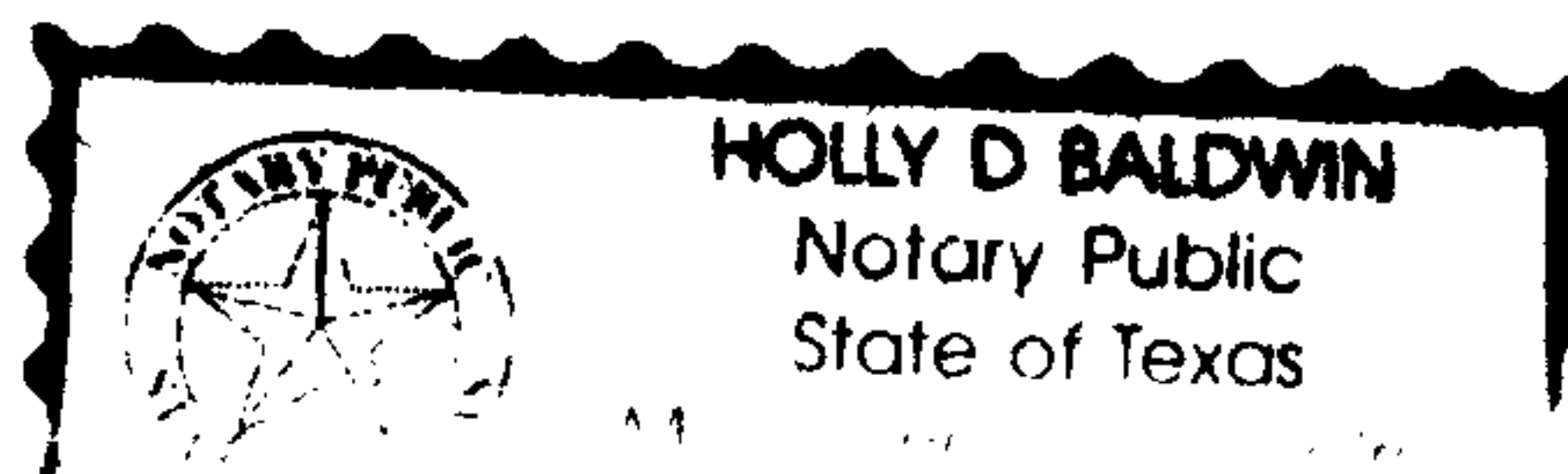
Printed Name: _____
Notary Public, State and County aforesaid.
My Commission Expires: _____
Notary ID No.: _____
(NOTARIAL SEAL)

STATE OF Texas)
COUNTY OF Dallas)

I, Holly D. Baldwin, a Notary Public in and for said County, in said State, hereby certify that Joseph M. Osborne, whose name as COO of Archon Financial, L.P., a Delaware limited partnership, on behalf of the partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such COO and with full authority, executed the same voluntarily for and as the act of said partnership.

GIVEN under my hand and seal of office this 24 day of March, 2003.

Holly D. Baldwin
Printed Name: Holly Baldwin
Notary Public, State and County aforesaid.
My Commission Expires: 02/06/07
Notary ID No.: _____
(NOTARIAL SEAL)



STATE OF _____)
COUNTY OF _____)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of I, _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Goldman Sachs Mortgage Company, a _____ company, on behalf of the company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such _____ and with full authority, executed the same voluntarily for and as the act of said company.

GIVEN under my hand and seal of office this _____ day of _____, 2003.

Printed Name: _____
Notary Public, State and County aforesaid.
My Commission Expires: _____
Notary ID No.: _____
(NOTARIAL SEAL)

STATE OF Ohio)
COUNTY OF Cuyahoga)

I, Paula Jones, a Notary Public in and for said County, in said State, hereby certify that Joan U. Algood, whose name as Vice President of _____, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as _____ of Developers Diversified Realty Corporation, an Alabama corporation, on behalf of the corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged 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 for and as the act of said corporation.

GIVEN under my hand and seal of office this 10th day of March, 2003.

Paula Jones
Printed Name: Paula Jones
Notary Public, State and County aforesaid.
My Commission Expires: JAN. 11, 2004
Notary ID No.: _____
(NOTARIAL SEAL)

PAULA JONES, Notary Public
State of Ohio, Commission Expires
My Commission Expires: JAN. 11, 2004

payment obligations under the Lease and Landlord hereby consents to such payment and waives any claim against Winn-Dixie for any sums paid to Lender following receipt by Winn-Dixie of a Payment Notice.

IN WITNESS WHEREOF, Lender, Landord and Winn-Dixie have executed this Agreement the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print name: _____

Print name: _____

Print name: _____

Print name: _____

Print name: _____

Print name: _____

Print name: _____

Print name: _____

Lender:
Secore Financial Corporation

By: _____

Its: _____

Date: _____

Archon Financial, L.P.

By: _____

Its: _____

Date: _____

Goldman Sachs Mortgage Company

By: _____

Its: _____

Date: _____

Landlord:
Developers Diversified of Alabama, Inc.

By: _____

Its: _____

Date: _____

Winn-Dixie:
Winn-Dixie Montgomery, Inc.

By: Dennis M. Sheehan

DENNIS M. SHEEHAN

Its: **VICE PRESIDENT**

Date: March 4, 2003

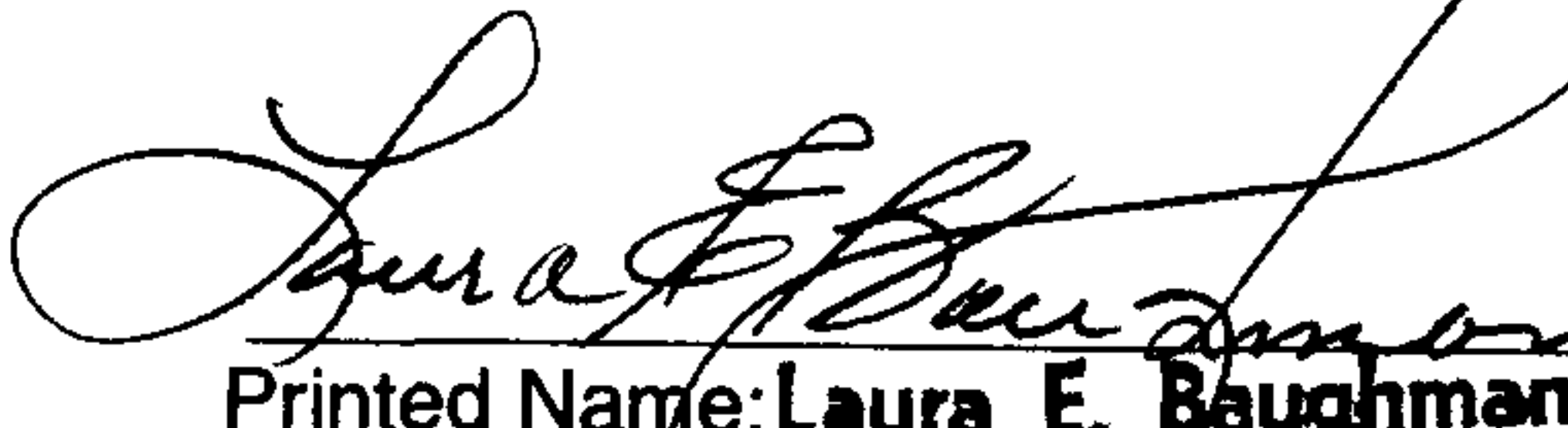
Print name: Judith M. Parent


Print name: Laura E. Baughman

STATE OF FLORIDA)
COUNTY OF DUVAL)

I, Laura E. Baughman, 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 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 4th day of March, 2003.


Printed Name: Laura E. Baughman
Notary Public, State and County aforesaid.
My Commission Expires: _____
Notary ID No.: _____
(NOTARIAL SEAL)


LAURA E. BAUGHMAN
Notary Public, State of Florida
My comm. expires July 17, 2006
Comm. No. DD 114250

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EXHIBIT "A"

LEGAL DESCRIPTION

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.