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Shelby Cnty Judge of Probate, AL  
11/28/2006 12:47:49PM FILED/CERT

PREPARED BY, RECORDING REQUESTED BY

DANIEL P. GREENSTEIN, ESQ.  
OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.  
230 PARK AVENUE  
NEW YORK, NEW YORK 10169  
REF: FILE #06758.1065

AND WHEN RECORDED MAIL TO:

DOUGLAS G. STANFORD, ESQ.  
SMITH, GAMBRELL & RUSSELL, LLP  
50 N. LAURA STREET, SUITE 2600  
JACKSONVILLE, FL 32202-3650

[THIS SPACE RESERVED FOR RECORDER'S USE]

**MODIFICATION NO. 1, ASSIGNMENT AND ASSUMPTION AND SPREADER OF  
LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND  
LEASES AND FIXTURE FILING (ALABAMA)  
"Mortgage Modification Agreement"**

by and among

**WINN-DIXIE MONTGOMERY, INC., a Florida corporation  
"Original Mortgagor"**

and

**WINN-DIXIE MONTGOMERY LEASING, LLC,  
a Florida limited liability company  
"New Mortgagor"**

and

**WACHOVIA BANK, NATIONAL ASSOCIATION,  
as administrative agent and collateral agent, in such capacity "Mortgagee"**

**Dated as of November 21, 2006**

Locations: Various Leasehold parcels located in Shelby County, Alabama, as more particularly described on attached Exhibits A, B and C of this Mortgage Modification Agreement

**NOTE TO CLERK: THIS INSTRUMENT EVIDENCES A MORTGAGE FINANCING EFFECTUATED PURSUANT TO A CONFIRMED PLAN OF REORGANIZATION, PURSUANT TO SECTION 1146(C) OF THE UNITED STATES BANKRUPTCY CODE, AND ACCORDINGLY, THIS TRANSACTION IS EXEMPT FROM PRIVILEGE TAX PURSUANT TO THE ORDER OF THE UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA, JACKSONVILLE DIVISION, APPROVING PLAN OF REORGANIZATION DATED NOVEMBER 9, 2006**

Mortgage Modification Agreement  
Winn-Dixie Montgomery Leasing, LLC  
Shelby County, Alabama

SGRJAX\98768.1



**MODIFICATION NO. 1, ASSIGNMENT AND ASSUMPTION AND SPREADER OF  
LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND  
LEASES AND FIXTURE FILING (ALABAMA)**

**THIS MODIFICATION NO. 1, ASSIGNMENT AND ASSUMPTION AND SPREADER OF  
LEASEHOLD MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND  
LEASES AND FIXTURE FILING (ALABAMA)** (this "**Mortgage Modification  
Agreement**"), dated as of November 21, 2006, is entered into by and among

**WINN-DIXIE MONTGOMERY, INC.**, a Florida corporation ("**Original Mortgagor**"), whose  
address is 5050 Edgewood Court, Jacksonville, Florida 32254-3699 Attention: General  
Counsel,

**WINN-DIXIE MONTGOMERY LEASING, LLC**, a Florida limited liability company ("**New  
Mortgagor**"), whose address is 5050 Edgewood Court, Jacksonville, Florida 32254-3699  
Attention: General Counsel, and

**WACHOVIA BANK, NATIONAL ASSOCIATION**, a national association, in its capacity as  
administrative agent and collateral agent (together with any successor administrative agent  
and collateral agent appointed in accordance with the Credit Agreement, "**Agent**") for the  
Lenders having an address at 110 East Broward Boulevard, Fort Lauderdale 33301, Florida  
(Agent, together with its successors and assigns, "**Mortgagee**").

**W I T N E S S E T H :**

**WHEREAS**, Original Mortgagor is a party to that certain Credit Agreement, dated as  
of February 23, 2005, by and among Agent and the Borrowers as described therein  
(including Original Mortgagor) (as heretofore amended, the "**Original Credit  
Agreement**"); and

**WHEREAS**, Original Mortgagor's obligations under the Original Credit Agreement are  
secured, in part, by that certain Leasehold Mortgage, Security Agreement, Assignment of  
Rents and Leases and Fixture Filing, dated March 31, 2005, and recorded as Instrument  
Number 20050627000316630, of the Office of the Judge of Probate of Shelby County,  
Alabama, as modified from time to time (the "**Mortgage**"), encumbering Original  
Mortgagor's leasehold interests in certain real properties as more particularly described in  
the Mortgage; and

**WHEREAS**, Original Mortgagor is subject to and governed by that certain Joint Plan  
of Reorganization of Winn-Dixie Stores, Inc. and Affiliated Debtors, dated August 9, 2006,  
as modified (the "**Plan of Reorganization**") under the United States Bankruptcy Code, as  
confirmed pursuant to Order Confirming Joint Plan of Reorganization dated November 9,  
2006 (the "**Approval Order**"), true, complete and correct copies of which have been  
recorded in Official Records Book 3654, page 693, of the public records of Duval County,  
Florida, and with respect to which an Affidavit RE: Confirmed Plan of Reorganization has  
been recorded contemporaneously with this Mortgage Modification Agreement in the Office  
of the Judge of Probate of Shelby County, Alabama; and



**WHEREAS**, in accordance with the Plan of Reorganization, the Plan Effective Date has occurred, and thereupon, Original Mortgagor has assigned and conveyed all of its right, title and interest as tenant in and to the leasehold estates more particularly described on attached **Exhibits A, B and C** (the "**Property**") to New Mortgagor; and

**WHEREAS**, in accordance with the Plan of Reorganization, Original Mortgagor has requested Mortgagee to amend and restate the Original Credit Agreement and continue the financing arrangements with the Borrowers (including Original Mortgagor) pursuant to which Mortgagee and the Lenders may make loans and provide other financial accommodations to the Borrowers (including Original Mortgagor), pursuant to that certain Amended and Restated Credit Agreement, dated of even date herewith, by and between Borrowers (including Original Mortgagor and New Mortgagor), Mortgagee and the Lenders (as same may be amended, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**"); and

**WHEREAS**, the Mortgage is being modified to cause the Mortgage to conform to the terms of the Amended and Restated Credit Agreement; and

**WHEREAS**, Original Mortgagor desires to assign, without itself being released from any of its obligations thereunder, Original Mortgagor's obligations under the Mortgage and the Original Credit Agreement to New Mortgagor, and New Mortgagor desires to assume such obligations; and

**WHEREAS**, the parties desire to spread the lien of the Mortgage to encumber certain previously unencumbered Property as more particularly identified on attached **Exhibits A, B and C** as the "**Additional Property**"; and

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, the mutual receipt and sufficiency of which are hereby acknowledged, Original Mortgagor, New Mortgagor and Mortgagee hereby agree as follows:

1. **Definitions.**

A. All capitalized terms used but not otherwise defined in this Mortgage Modification Agreement shall have the meanings ascribed to such capitalized terms in the Mortgage, as amended by this Mortgage Modification Agreement, or if not defined therein, in the Amended and Restated Credit Agreement.

B. Any reference to the Credit Agreement in the Mortgage shall mean the Amended and Restated Credit Agreement.

C. Any reference to Land in the Mortgage shall include the Property.

D. Any reference to Secured Amount is hereby increased from \$40,000,000 to \$825,000,000.

E. Any reference to Mortgagee as administrative agent and collateral monitoring agent is hereby replaced with the designation administrative agent and collateral agent.



F. Any reference to "**Financing Order**" is hereby replaced with the phrase "**Approval Order**".

2. **Assignment and Assumption of Mortgage and Credit Obligations.**

A. **Assignment and Assumption.** Original Mortgagor hereby assigns, and New Mortgagor hereby assumes and agrees to pay and perform, without releasing Original Mortgagor from any of its obligations under the Mortgage and this Mortgage Modification Agreement, all of Original Mortgagor's obligations under the Secured Obligations, accruing from and after the date of this Mortgage Modification Agreement.

B. **Compliance with Mortgage Covenants.** Nothing herein invalidates or shall invalidate any security now held by Mortgagee for any amounts owing to it under the Secured Obligations, nor impair or release any covenant, condition, agreement or stipulation in the Amended and Restated Credit Agreement, the Mortgage or the other documents evidencing or securing the Secured Obligations, and the same, except as modified as contemplated in this Mortgage Modification Agreement, hereby shall continue in full force and effect. New Mortgagor covenants and agrees to perform, comply with and abide by each and every one of the covenants, agreements, conditions and stipulations of this Mortgage Modification Agreement, as well as the covenants, agreements, conditions and stipulations of the Amended and Restated Credit Agreement and the Mortgage.

3. **Spreading of Mortgage Lien.** New Mortgagor hereby represents and warrants that it is the lawful holder, as tenant, of a leasehold interest in and to the Additional Property. New Mortgagor hereby grants, conveys, sets forth, mortgages and pledges unto Mortgagee, its successors and assigns, New Mortgagor's entire right, title and interest, as tenant, in the Additional Property. The lien created by the Mortgage is hereby spread over and extended to New Mortgagor's leasehold interest in the Additional Property, as security for repayment of the Obligations. Exhibit B of the Mortgage is hereby amended and restated in full as set forth in **Exhibit A** of this Mortgage Modification Agreement. Exhibit C of the Mortgage is hereby amended and restated in full as set forth in Exhibit B of this Mortgage Modification Agreement. Exhibit D of the Mortgage is hereby amended and restated in full as set forth in Exhibit C of this Mortgage Modification Agreement.

4. **Future Advances. Maximum Principal Amount. Mortgaged Property Last Collateral to be Released; Secured Amount Last Sum Repaid** Section 2.02 of the Mortgage is hereby deleted and replaced by the following:

It is agreed that this Mortgage shall also secure such future or additional advances as may be made by Mortgagee or any of the other Secured Parties at its/their option to Borrowers for any purpose, and provided further that the total amount of Obligations secured by this Mortgage may decrease or increase from time to time, but the total unpaid Obligations secured by this Mortgage at any one time shall not exceed the maximum principal amount of \$825,000,000, plus interest, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property with interest on such disbursements. The Obligations are secured by the Mortgaged Property, as well as other properties located both within and without the State of Florida. In connection therewith, Mortgagor agrees that the first Advances under the Loan Documents shall be secured by this Mortgage, and the Mortgaged Property encumbered by this Mortgage will be the last collateral securing the Obligations to be released. All funds advanced and secured by this Mortgage will be the last



of the Obligations to be repaid by Borrowers. All the obligations described in this Section are collectively referred to as the "**Secured Obligations**".

5. **Amendment of Mortgage as a Fixture Filing.**

A. Section 10.01(a) of the Mortgage is hereby supplemented by the adding the following:

(a) Name and Address of the Debtor:

Winn-Dixie Montgomery Leasing, LLC  
5050 Edgewood Court  
Jacksonville, Florida 32254-3699

B. The last sentence of Section 10.01 of the Mortgage is hereby supplemented by adding the following: New Mortgagor represents and warrants that New Mortgagor is a limited liability company organized under the laws of the State of Florida, that the employer identification number of New Mortgagor is 591212119, and that the organizational identification number of New Mortgagor is L06000098851.

6. **Limited Amendment; Ratification.** This Mortgage Modification Agreement is given solely to modify the Mortgage as set forth herein. No further modification or amendment is made or intended, and the terms and provisions of the Mortgage shall, except as expressly modified herein, continue in full force and effect after the date hereof. The warranties, representations, covenants and agreements contained in the Mortgage, as herein expressly amended, are hereby specifically reaffirmed and remade by Original Mortgagor and New Mortgagor, and the entire Mortgage, as herein expressly amended, is hereby ratified, approved and confirmed in every respect. Original Mortgagor and New Mortgagor also hereby ratify and confirm, as of the date of the Mortgage and as of the date hereof, the liens, encumbrances and security interests in and on the Mortgaged Property, as amended hereby.

7. **No Release or Novation.** The obligations secured by the Mortgage are continuing obligations and nothing contained herein shall be deemed to release, terminate or subordinate any lien, security interest or assignment created or evidenced by the Mortgage and all such liens, security interests and assignments and the priority thereof shall relate back to the date that the Mortgage was filed as referenced in the recitals above. Original Mortgagor, New Mortgagor and Mortgagee intend that this Mortgage Modification Agreement shall in no way affect the priority of the Mortgage or constitute a novation of the indebtedness secured thereby.

8. **Successors and Assigns.** This Mortgage Modification Agreement shall bind and inure to the benefit of Original Mortgagor, New Mortgagor, Mortgagee and the Secured Parties and their respective successors, substitutes and assigns.

9. **Recordation; Costs and Expenses.** New Mortgagor shall cause this Mortgage Modification Agreement to be filed and/or recorded in the filing or recording offices referenced in the recitals above and/or such other places as requested by Mortgagee,

and New Mortgagor shall pay to Mortgagee all expenses incurred by Mortgagee in connection with the preparation, execution, filing and recordation of this Mortgage Modification Agreement, including, without limitation, attorneys' fees, filing and recording fees, documentary stamp, mortgage and intangible taxes and record title holder and lien search charges, title insurance premiums, surveys and other charges incurred to assure or insure the priority of the lien of the Mortgage, as amended by this Mortgage Modification Agreement.

10. **Counterparts**. This Mortgage Modification Agreement may be executed in any number of original counterparts, which when so executed shall be deemed to be an original for all purposes, and all counterparts shall together constitute one and the same agreement; signature and acknowledgment pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Mortgage Modification Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto.

[ SIGNATURE PAGES FOLLOW ]





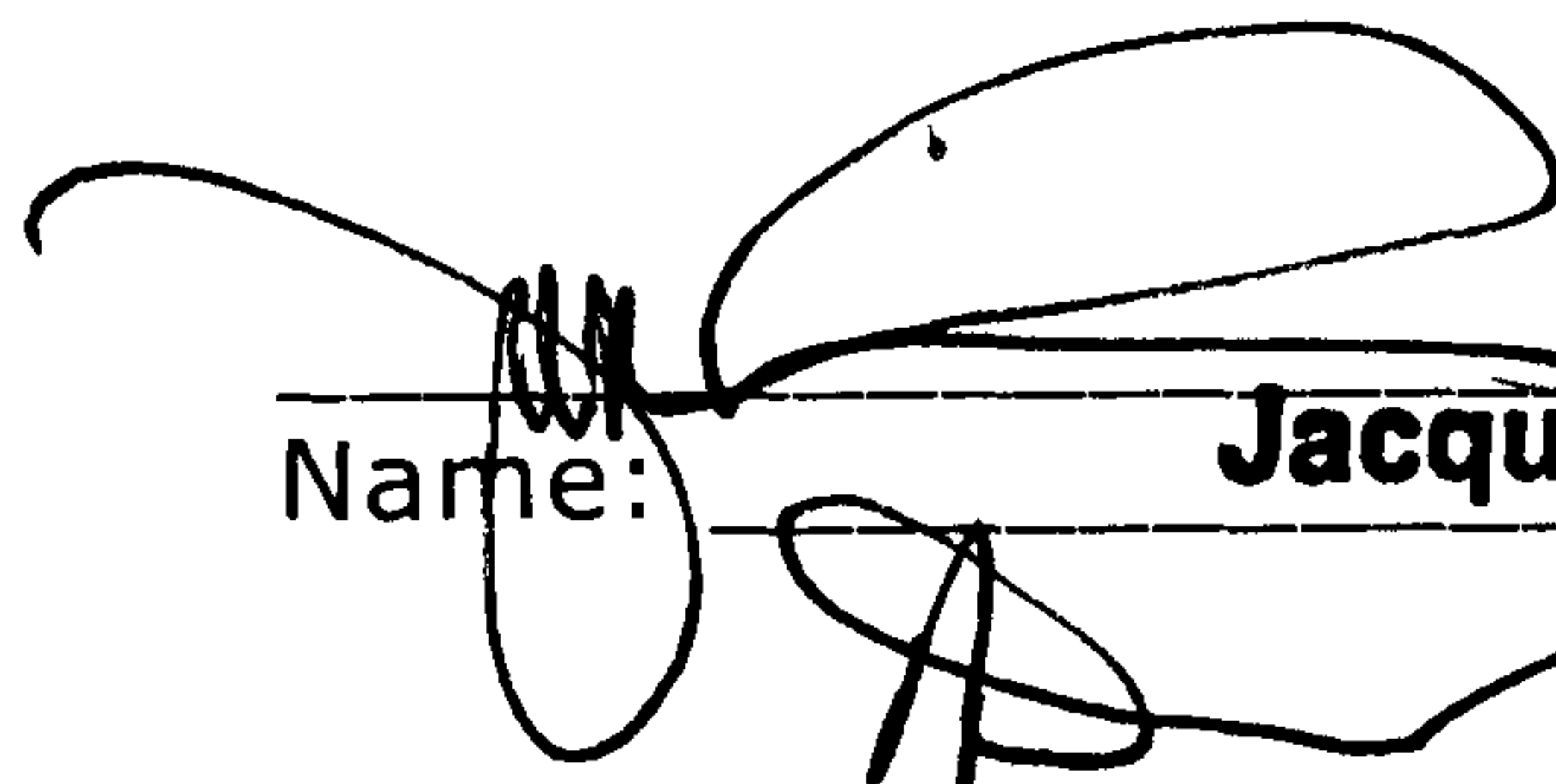

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Shelby Cnty Judge of Probate, AL  
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**IN WITNESS WHEREOF**, the undersigned Original Mortgagor has executed and delivered this Mortgage Modification Agreement as of the date first above written.

Witnesses:

**ORIGINAL MORTGAGOR:**

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


  
Name: Jacques Molaison  
  
Name: ANDREW KEITH DAW

By:

  
Name: Bennett L. Nussbaum  
Title: Vice President

[CORPORATE SEAL]

LEGAL APPROVED  
ATTY: CBE  
DATE: 11/21/06

  
11-20-06

STATE OF FLORIDA     )  
COUNTY OF DUVAL    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bennett L. Nussbaum, whose name as the 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, [s/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 21<sup>st</sup> day of November, 2006.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

[ AFFIX NOTARY SEAL ]  
SUSAN E. MAGADDINO  
Notary Public, State of Florida  
My Comm Expires Nov. 15, 2009  
Comm No DD 491248

**[SIGNATURES CONTINUE ON FOLLOWING PAGES]**

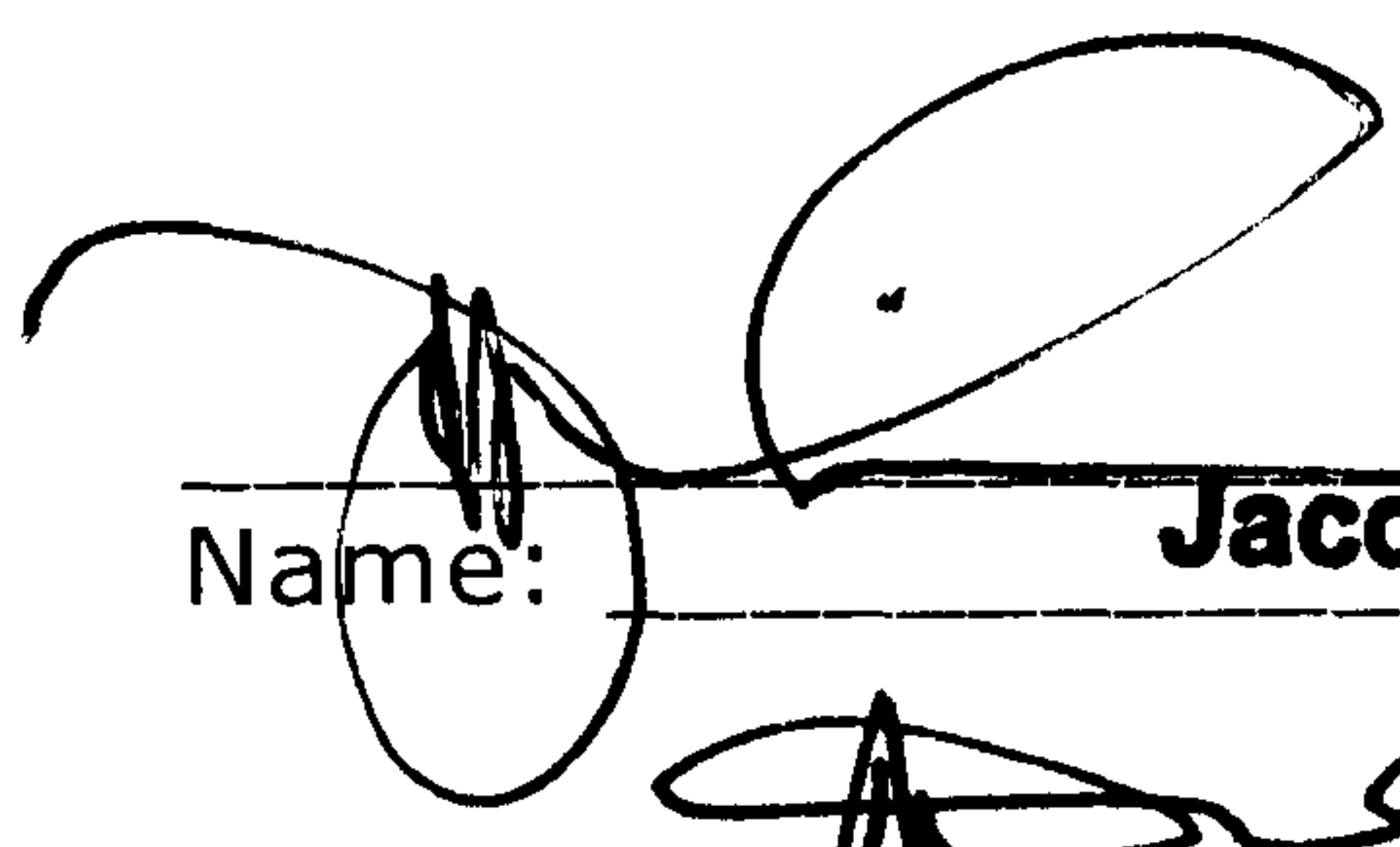

Mortgage Modification Agreement  
Winn-Dixie Montgomery Leasing, LLC  
Shelby County, Alabama

**IN WITNESS WHEREOF**, the undersigned New Mortgagor has executed and delivered this Mortgage Modification Agreement as of the date first above written.

Witnesses:

**NEW MORTGAGOR:**

**WINN-DIXIE MONTGOMERY LEASING, LLC**,  
a Florida limited liability company

  
Name: Jacques Molaison  
  
Name: ANDREW KEITH DAW

By:

  
Name: Philip E. Pichulo  
Title: President

[SEAL]

3AL APPROVED  
Y: 032  
= 11/21/06


  
11-20-06

**STATE OF FLORIDA        )**  
**COUNTY OF DUVAL        )**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Philip E. Pichulo, whose name as the PRESIDENT of **WINN-DIXIE MONTGOMERY LEASING, LLC**, a Florida limited liability company, 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, [s/he], as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this 21<sup>st</sup> day of November, 2006.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

[ AFFIX NOTARY SEAL ] SUSAN E. MAGADDINO  
Notary Public, State of Florida  
My Comm. Expires Nov 15, 2009  
Comm. No. DD 491248  


**[SIGNATURES CONTINUE ON FOLLOWING PAGE]**

Mortgage Modification Agreement  
Winn-Dixie Montgomery Leasing, LLC  
Shelby County, Alabama



**IN WITNESS WHEREOF**, the undersigned Mortgagee has executed and delivered this Mortgage Modification Agreement as of the date first above written.

Witnesses:

**MORTGAGEE:**

**WACHOVIA BANK, NATIONAL  
ASSOCIATION, as administrative agent and  
collateral agent**

Kathy Martz  
Name: Kathy Martz  
Brenda Pascal  
Name: Brenda Pascal

By: [Signature]  
Name: Gary Dixon  
Title: Vice President  
[CORPORATE SEAL]

**STATE OF NEW YORK     )  
COUNTY OF NEW YORK    )**

On the 17th day of November, in the year 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Gary Dixon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Witness my hand and official seal as to  
the foregoing acknowledgment:

[Signature]  
Notary Public  
My commission expires:

Notary Public, State of New York  
Commission Expires: March 10, 2010





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EXHIBIT A  
To Mortgage Modification Agreement  
Shelby County, Alabama


Legal Description of Property

Mortgagor's Leasehold Interest in the following described property:

SEE CONTINUATION SHEET(S)



EXHIBIT A CONTINUATION

  
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Mortgagor's Leasehold Interest under Lease described on attached Exhibit B hereto in the premises known as:

Store #469  
Helena, Shelby County, AL

being a portion of or lying and situated on the following described land:

A parcel of land in the East ½ of the Southeast ¼ of Section 21, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

Commence at the Northeast corner of the NE ¼ of the SE ¼ of said Section 21; thence run West along the quarter line 596.95 feet; thence left 90°00', 360.00 feet to the south line of Brookline Parkway and the Point of Beginning of the property described herein; thence continue southerly along the same course 483.08 feet; thence right 87°17'50" Westerly 661.68 feet to a point on the easterly right-of-way of Shelby County Highway No 17; thence right 89°58'14" Northerly 323.00 feet; thence right 90°00'26" Easterly 202.30 feet; thence left 90°00'38" Northerly 182.79 feet to the South line of Brookline Parkway; thence right 92°48'04" Easterly 482.99 feet to the Point of Beginning.

Said parcel contains 6.846 Acres (298,202.343 square feet) more or less.



EXHIBIT A CONTINUATION

Mortgagor's Leasehold Interest under Lease described on attached Exhibit B hereto in the premises known as:

Store #509 (Page 1 of 2)  
Chelsea, Shelby County, AL

being a portion of or lying and situated on the following described land:

A parcel of land situated in the East 1/2 of the S.W.1/4 and the West 1/2 of the S.E.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the S.E.1/4 of the S.W.1/4 of Section 27, Township 19 South, Range 1 West, Shelby County, Alabama and run in a Northerly direction along the West line of said 1/4-1/4 section a distance of 1048.33 feet to a point; thence 66°52'40" to the right in a Northeasterly direction a distance of 210.13 feet to a point; thence 16°06'07" to the right in a Northeasterly direction a distance of 109.35 feet to a point; thence 18°54'05" to the left in a Northeasterly direction a distance of 117.46 feet to a point; thence 67°45'50" to the right in a Southeasterly direction a distance of 20.00 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 568.78 feet to a point on the Southerly right-of-way line of U.S. Highway #280; thence 90°26'05" to the right in a Southeasterly direction a distance of 38.32 feet along said right-of-way line to a point; thence 90°00' to the left in a Northeasterly direction a distance of 210.00 feet along said right-of-way line to a point; thence 24°53'00" to the right in a Northeasterly direction a distance of 72.77 feet, along said right-of-way line to the POINT OF BEGINNING, said point being on the Southerly right-of-way line of U.S. Highway #280; thence continue along the last stated course and along said U.S. Highway #280 right-of-way a distance of 78.70 feet to a point; thence 103°34'46" to the right in a Southeasterly direction (leaving said U.S. Highway #280 right-of-way) a distance of 153.75 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 188.09 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 63.48 feet to a point; thence 51°18'02" to the right in a Northeasterly direction a distance of 158.21 feet to a point on the



EXHIBIT A CONTINUATION

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Mortgagor's Leasehold Interest under Lease described on attached Exhibit B hereto in the premises known as:

Store #509 (Page 2 of 2)  
Chelsea, Shelby County, AL

being a portion of or lying and situated on the following described land:

Southerly right-of-way line of said U.S. Highway #280; thence  $39^{\circ}04'58''$  to the right in a Northeasterly direction along said U.S. Highway #280 right-of-way line a distance of 59.66 feet to a point; thence  $89^{\circ}51'10''$  to the right in a Southeasterly direction (leaving said U.S. Highway #280 right-of-way) a distance of 768.12 feet to a point; thence  $90^{\circ}00'$  to the right in a Southwesterly direction a distance of 411.32 feet to a point; thence  $44^{\circ}42'40''$  to the right in a Northwesterly direction a distance of 106.15 feet to a point; thence  $44^{\circ}42'40''$  to the left in a Southwesterly direction a distance of 237.33 feet to a point; thence  $98^{\circ}39'02''$  to the right in a Northerly direction a distance of 157.75 feet to the P.C. (point of curve) of a curve to the right having a radius of 485.00 feet and a central angle of  $28^{\circ}31'25''$ ; thence Northerly and Northeasterly along the arc of said curve a distance of 241.45 feet to the P.T. (point of tangent) of said curve; thence in the tangent to said curve in a Northeasterly direction a distance of 120.00 feet to a point; thence  $5^{\circ}38'36''$  to the left in a Northeasterly direction a distance of 75.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 355.00 feet and a central angle of  $22^{\circ}21'54''$ ; thence Northeasterly and Northerly along the arc of said curve a distance of 138.57 feet to the POINT OF BEGINNING.

EXHIBIT B  
To Mortgage Modification Agreement

Description of Leases

STORE #410

1009 Martin Street  
Pell City, St. Clair County, AL

LEASE: Lease as evidenced by Short Form Lease, recorded in Book 230, page 172, public records of St. Clair County, Alabama, as amended.

LANDLORD/  
ADDRESS:

Pell City Marketplace Partners  
PO Box 1149  
Montgomery, AL 36101-1149



EXHIBIT B/C  
To Mortgage Modification Agreement

  
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Description of Leases

STORE #469

335 Helena Market Place  
Helena, Shelby County, AL

LEASE: Lease as evidenced by Short Form Lease, recorded in Instrument Number 1997-37152, Amended by Instrument Number 2001-12332, public records of Shelby County, AL.

LANDLORD/

ADDRESS: Helena Marketplace, LLC  
111 Riverchase Office Plaza, Suite 102  
Birmingham, AL 35244

STORE #509

150 Chelsea Corners  
Chelsea, Shelby County, AL

LEASE: Lease as evidenced by Short Form Lease, recorded in Instrument Number 1998-33239, public records of Shelby County, AL.

LANDLORD/

ADDRESS: The Barber Companies, Inc.  
27 Inverness Center Parkway  
Birmingham, AL 35242