

STORE NO.: _____ Cross Reference To:
SITE: SEC HIGHWAY 31 AND HIGHWAY 70, Memorandum of Lease recorded in _____,
CALERA, SHELBY COUNTY, ALABAMA Shelby County, Alabama records
COUNTY, SOUTH CAROLINA
SHOPPING
CENTER: CALERA CROSSINGS
STOREROOM: 45,600 Square Feet

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 3rd day of March, 2009, by and between CALERA CROSSINGS, LLC, an Alabama limited liability company (hereinafter referred to as "Landlord") PUBLIX ALABAMA, LLC, an Alabama limited liability company (hereinafter referred to as "Tenant"), and CITY OF CALERA, ALABAMA, a municipal corporation (hereinafter referred to as the "City");

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Memorandum of Lease, dated August 4, 2008, recorded on March 5, 2009, in * Instrument # 20090305000081420, Shelby County, Alabama records (hereinafter referred to as the "Memorandum");

WHEREAS, Landlord and Tenant desire to modify and 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. The Site Plan attached to the Memorandum as Exhibit "A" is hereby deleted and the Site Plan attached hereto as Exhibit "A" and incorporated herein by reference thereto is hereby inserted in lieu thereof and all references in the Memorandum to Exhibit "A" or the Site Plan are hereby deemed to refer to the Exhibit "A" attached hereto and incorporated herein.

2. Paragraph 18.02(a) of the Lease, entitled "Adjacent Property of Landlord", as the same appears in Paragraph 12 of the Memorandum, is hereby deleted in its entirety and the following Paragraph 18.02(a) is hereby inserted in lieu thereof:

"(a) Adjacent Property of Landlord. If at any time during the Term, Landlord, or any entity in which Landlord owns a legal or beneficial interest or any entity which owns a legal or beneficial interest in Landlord, acquires or leases real property adjoining or adjacent to the Shopping Center, Landlord covenants and agrees that: (i) such adjoining or adjacent property shall be subject to the exclusive use and prohibited use provisions of Article 16 of this Lease, entitled "Use"; (ii) any buildings or other improvements (including pylon or monument signs) constructed on such adjacent property shall not materially interfere with or alter the visibility of and public access to the Premises or the visibility of the Shopping Center pylon or monument signage; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers thereon; (iv) Landlord shall neither confer upon such

adjoining or adjacent property any parking rights, nor permit the parking by occupants, employees, agents, or invitees of such occupants of such adjoining or adjacent property, to park upon the Shopping Center Tract; and (v) any building constructed on outparcels located on such adjacent property and within 250 feet of the boundary of the Shopping Center shall comply with the restrictions set forth in Paragraph 18.01 of this Lease, entitled "Outparcel Restrictions".

3. The City, owning record title to all of the real property in the Shopping Center, hereby covenants and agrees to be bound by Paragraph 18.02(a) of the Lease, entitled "Adjacent Property of Landlord", as if the City were the Landlord for purposes of such provision.

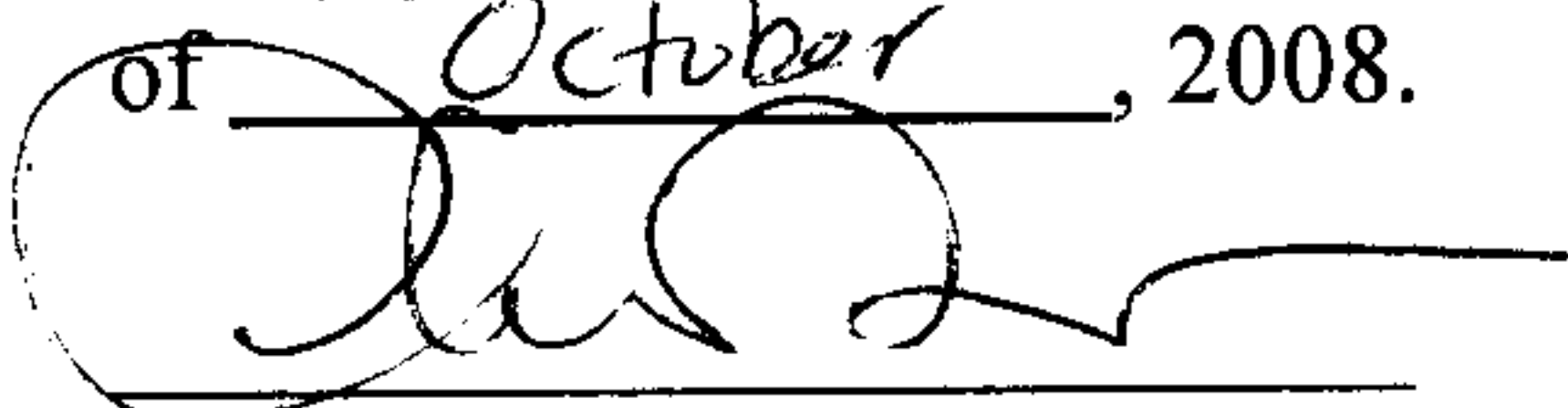
4. Any capitalized term contained in this First Amendment which is not otherwise defined in this First Amendment shall have the meaning ascribed to the same in the Memorandum.

5. The terms and provisions of the Memorandum, as modified by this First Amendment, are hereby ratified and affirmed.

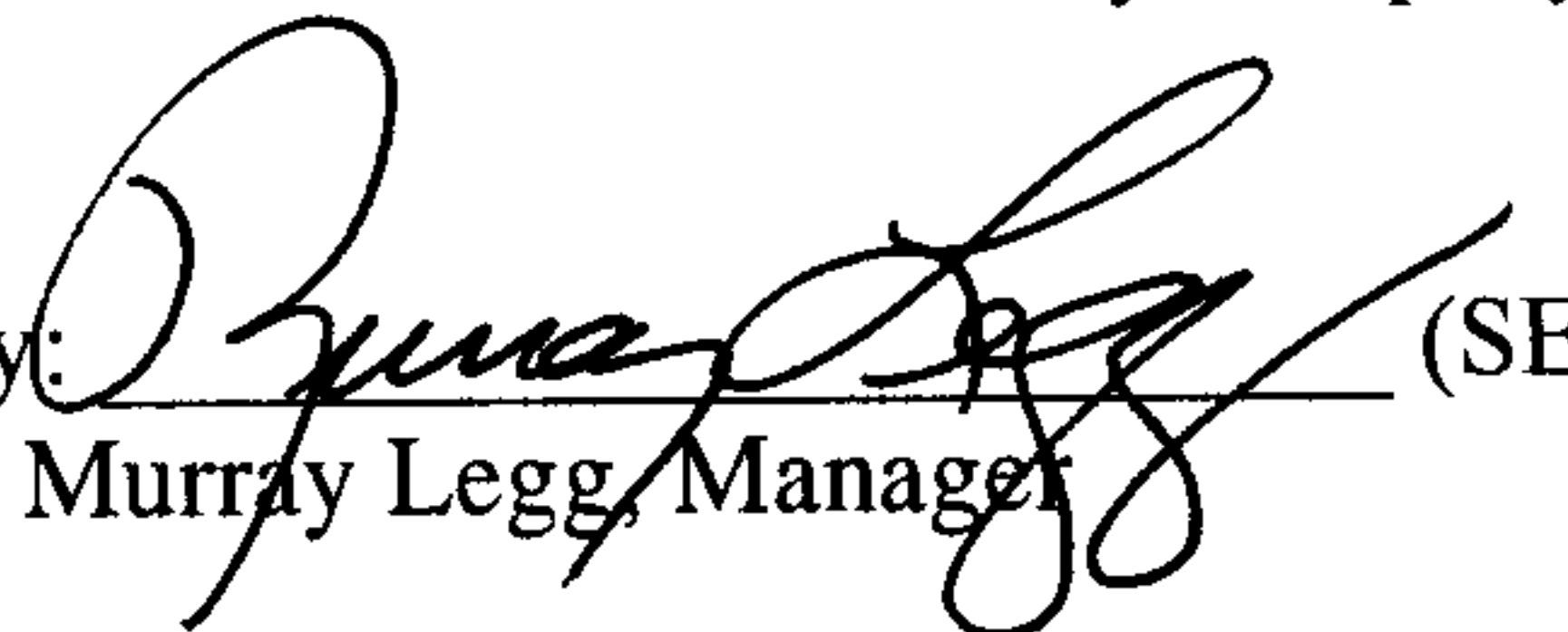
IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereon as of the day and year first set forth above.

LANDLORD:

Signed, sealed and delivered
in my presence this 9th day
of October, 2008.


Witness

CALERA CROSSINGS, LLC,
an Alabama limited liability company

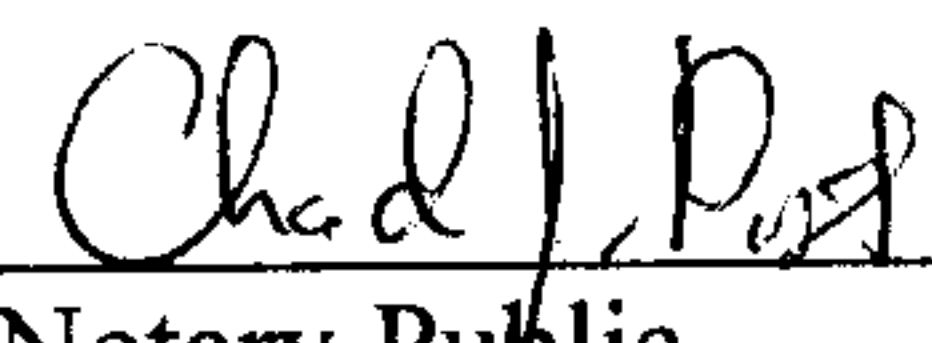
By:  (SEAL)
Murray Legg, Manager

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Murray Legg, whose name as Manager of CALERA CROSSINGS, LLC, an Alabama limited liability company is signed to the foregoing First Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the First Amendment, he, in his capacity as such agent and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this 9th day of October, 2008.

[NOTARIAL SEAL]


Notary Public
My Commission Expires:

MY COMMISSION EXPIRES MARCH 5, 2012

[SIGNATURES CONTAINED ON FOLLOWING PAGE]



20090305000081450 3/5 \$24.00
Shelby Cnty Judge of Probate, AL
03/05/2009 03:12:04PM FILED/CERT

TENANT:

Signed, sealed and delivered
in my presence this 10 day
of October, 2008.

[Signature]
Witness

PUBLIX ALABAMA, LLC, an
Alabama limited liability company

By: [Signature] (SEAL)
John Frazier, President

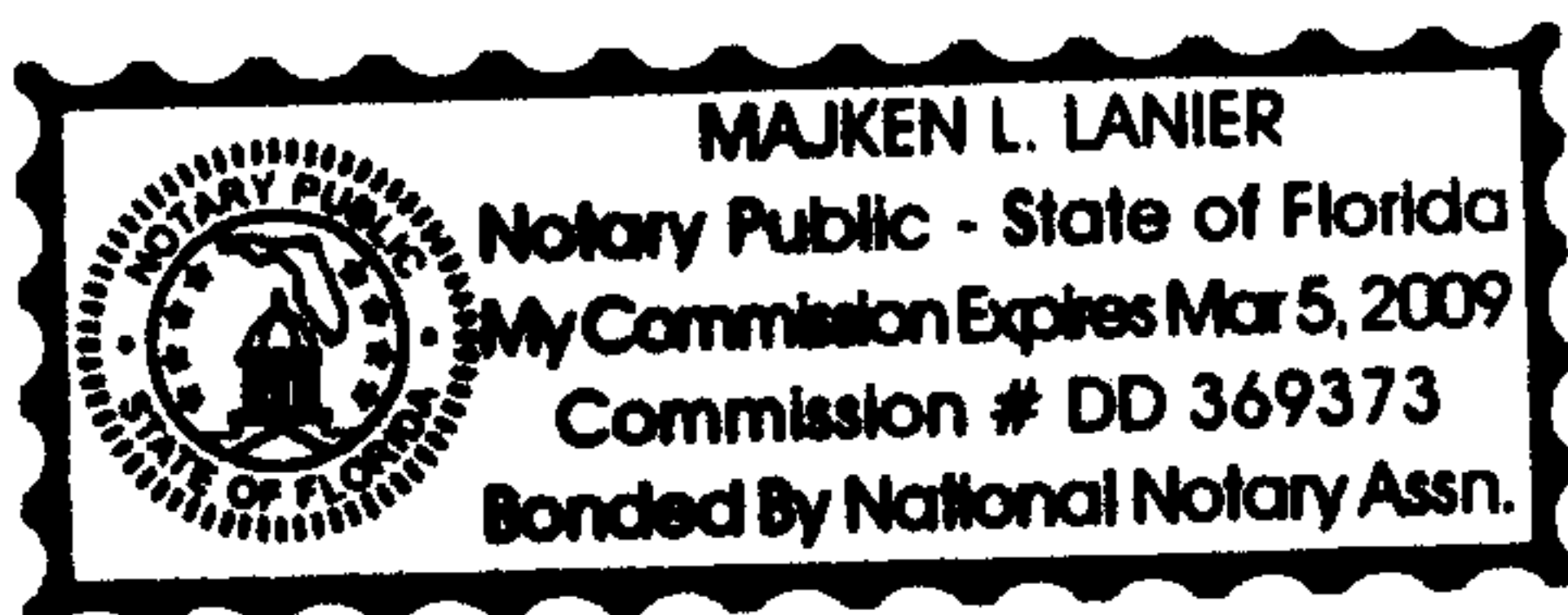
STATE OF FLORIDA
COUNTY OF POLK

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that JOHN FRAZIER, whose name as President of PUBLIX ALABAMA, LLC, an Alabama limited liability company is signed to the foregoing First Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the First Amendment, he, in his capacity as such agent and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand this 10th day of October, 2008.

[NOTARIAL SEAL]

[Signature]
Notary Public Majken L. Lanier
My Commission Expires: 03-05-09



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CITY:

CITY OF CALERA, ALABAMA,
a municipal corporation

By: George W. Roy (SEAL)
Name: George W. Roy
Its: Mayor

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that George W. Roy, whose name as Mayor of the CITY OF CALERA, ALABAMA, a municipal corporation, is signed to the foregoing First Amendment and who is known to me, acknowledged before me on this day that, being informed of the contents of the First Amendment, he, in his capacity as such agent and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 3 day of March, 2009.

[NOTARIAL SEAL]

Connie B. Payton
Notary Public
My Commission Expires
**NOTARY PUBLIC STATE
OF ALABAMA AT LARGE
MY COMMISSION EXPIRES
OCT 10, 2012**

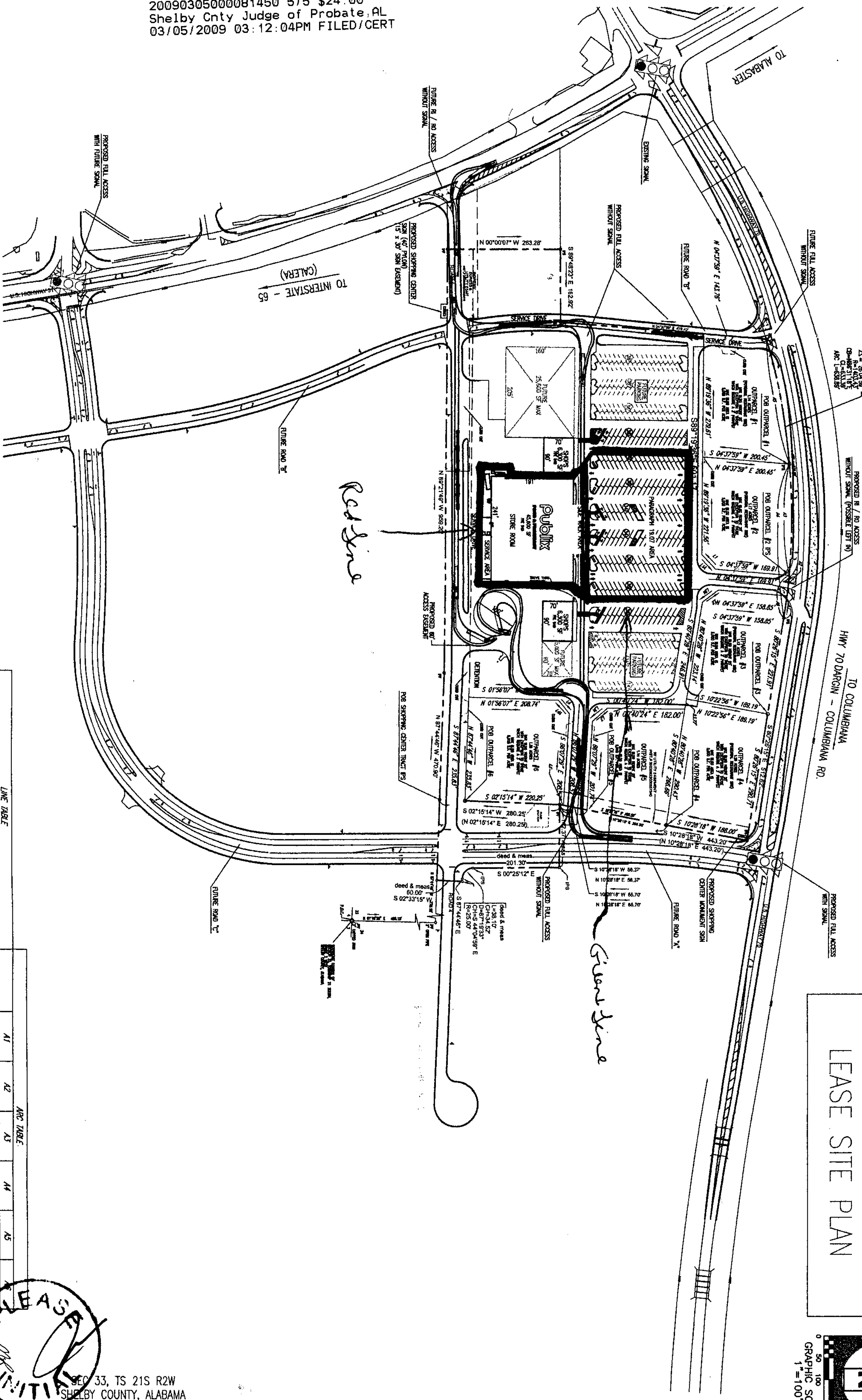
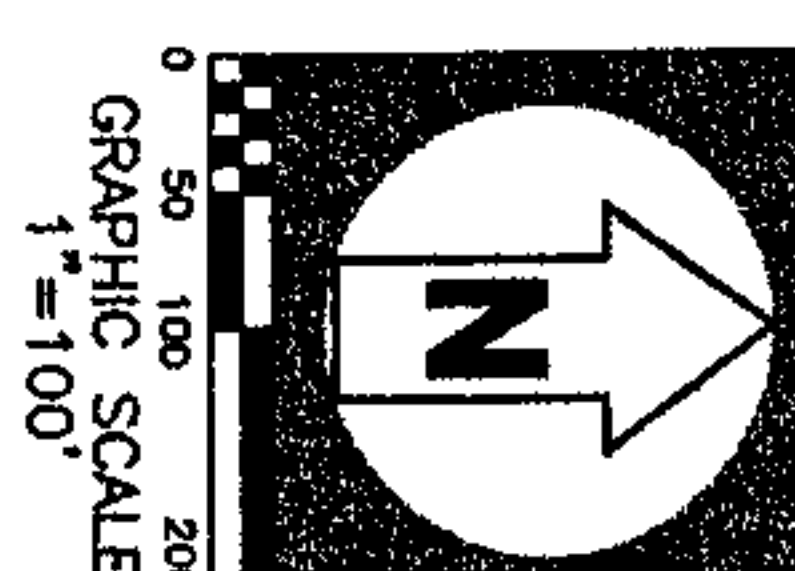


EXHIBIT "A"
LEASE SITE PLAN



DATE:	
SCALE:	
JOB NO:	
CHK. BY:	
DWN. BY:	

CALERA CROSSINGS
CALERA, ALABAMA
CALERA CROSSINGS, LLC

EXHIBIT "A" - LEASE SITE PLAN

SURVEY DESCRIPTION LEGEND	
NB9°21'49"W 959.20'	SHOPPING CENTER BOUNDARY TEXT
S 46°19'16" W 45.00'	OUTPARCEL BOUNDARY TEXT

LINE TABLE	
L1 S 46°19'16" W 45.00'	L1A N 46°19'16" E 45.00'
L2 N 37°02'21" W 45.00'	L2A S 37°02'21" E 45.00'
L3 N 41°03'25" W 45.00'	L3A S 41°03'25" E 45.00'
L4 N 50°29'18" E 40.00'	L4A S 50°29'18" E 40.00'
L5 S 10°28'18" W 9.33'	L5A N 10°28'18" E 9.33'

ARC TABLE	
A1 02°03'08"	A2 01°55'13"
A3 14°03'43"	A4 14°03'43"
A5 14°03'43"	A6 14°03'43"
A7 14°03'43"	A8 14°03'43"
A9 14°03'43"	A10 14°03'43"
A11 14°03'43"	A12 14°03'43"
A13 14°03'43"	A14 14°03'43"
A15 14°03'43"	A16 14°03'43"
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A39 14°03'43"	A40 14°03'43"
A41 14°03'43"	A42 14°03'43"
A43 14°03'43"	A44 14°03'43"
A45 14°03'43"	A46 14°03'43"
A47 14°03'43"	A48 14°03'43"
A49 14°03'43"	A50 14°03'43"
A51 14°03'43"	A52 14°03'43"
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A91 14°03'43"	A92 14°03'43"
A93 14°03'43"	A94 14°03'43"
A95 14°03'43"	A96 14°03'43"
A97 14°03'43"	A98 14°03'43"
A99 14°03'43"	A100 14°03'43"

PLEASE
INITIAL

10/27/08
SEC 33, TS 21S R2W
SHELBY COUNTY, ALABAMA
CITY OF CALERA