

STORE NO.:
SITE: SEC HIGHWAY 31 AND
HIGHWAY 70, CALERA, SHELBY
COUNTY, ALABAMA
SHOPPING
CENTER: Calera Crossings
STOREROOM: 45,600 Square Feet

RECOGNITION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into this 3 day of March, 2009, by and between CITY OF CALERA, ALABAMA, a municipal corporation ("Prime Landlord"), CALERA CROSSINGS, LLC, an Alabama limited liability company ("Landlord") and PUBLIX ALABAMA, LLC ("Tenant").

- A. By the terms of a Ground Lease dated as of March 3, 2009 ("Prime Lease"), Prime Landlord leased to Landlord the land in the City of Calera, Alabama, Shelby County, Alabama upon which the Calera Crossing Shopping Center is located (the "Property").
- B. Landlord has entered into a Lease, dated August 4, 2008 ("Sublease") with Tenant for a portion of the Property or the improvements located thereon (the "Premises"). By execution hereof, Landlord certifies to Prime Landlord that the terms and provisions of such Sublease are consistent with the terms and provisions of the Prime Lease.
- C. The parties desire to provide for a consent by Prime Landlord to the Sublease and for a recognition, non-disturbance and attornment agreement all as hereinafter set forth.

In consideration of the Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, it is hereby agreed as follows:

1. Prime Landlord hereby consents to the Sublease.
2. (a) Provided Tenant is not in default (after expiration of any applicable cure period following written notice) in the payment of rent or other sums payable by Tenant under the terms of the Sublease or under any other provision of the Sublease:
 - (i) The right of possession of Tenant to the Premises shall not be affected or disturbed by any termination of the Prime Lease or by Prime Landlord in the exercise of any of its rights and remedies under the Prime Lease; and
 - (ii) In the event Prime Landlord terminates the Prime Lease or Landlord's right to possession thereunder, or in the event the Prime Lease shall terminate or expire for any reason before any of the dates provided for in the Sublease for the termination of the initial term, or any extension thereof, Tenant agrees to continue under the same terms and conditions of the Sublease and to attorn to the Prime Landlord, its successors or assigns, to the same extent and with the same force as if Prime Landlord were the Landlord under the Sublease. Prime Landlord shall thereupon (i) be entitled, but not obligated, to exercise the claims, rights, powers, privileges, options and remedies of the Landlord under the Sublease and shall be further entitled to the benefits of, and to receive rents and enforce obligations to be performed by Tenant under the Sublease as though Prime Landlord were named herein as the Landlord, and (ii) be bound to the Tenant under the terms of the Sublease and to the extent permitted by law be obligated to perform all of the obligations of the Landlord under the Sublease.
- (b) Prime Landlord shall not, by virtue of this Agreement, be or become subject to any liability or obligation to Tenant under the Sublease or otherwise, until Prime Landlord shall have terminated the Prime Lease or Landlord's right to possession thereunder or the

Prime Lease shall have otherwise terminated or expired while the Sublease is in force and effect, and then only to the extent of liabilities or obligations accruing subsequent to the date of such termination.

(c) Tenant shall not pay an installment of rent or any part thereof more than thirty (30) days prior to the due date of such installment, and Prime Landlord shall not be bound by, and shall be entitled to recover from Tenant as rent under the Sublease, any payment of rent or additional rent made by Tenant to Landlord for more than one (1) month in advance.

(d) In the event the Sublease shall, immediately prior to the surrender, expiration, or termination by Prime Landlord of the Prime Lease, be in full force and effect, then in any of such events and upon written notice from Prime Landlord that the rentals under the Sublease should be paid to Prime Landlord, Tenant shall thereafter pay to Prime Landlord all rentals and other monies due and to become due to the Landlord under the Subleases.

3. In case any lease or tenancy shall come into existence between Prime Landlord and Tenant pursuant to the provisions of this Agreement, the provisions of Paragraph 4 hereof shall apply to any liability imposed upon Prime Landlord, by reason of such lease or tenancy.

4. The term "Prime Landlord" as used in this Agreement means only the owner for the time being of the Property, so that in the event of any sale or transfer of its interest therein, the party hereto designated as Prime Landlord shall be and thereby is entirely freed and relieved of all covenants and obligations of the Prime Landlord hereunder, except for obligations of Prime Landlord which arose prior to such sale or transfer, and any such purchaser or transferee shall, however, be bound hereby as Prime Landlord.

5. Notice to Prime Landlord of Exercise of Self Help Rights. Tenant agrees to give Prime Landlord a copy of any notice that Tenant is required to give Landlord under the Sublease prior to exercising any self help right granted to Tenant under the Sublease.

6. Cure by Prime Landlord of Landlord Defaults. Tenant agrees to give Prime Landlord a copy of any notice of default served upon Landlord. Prime Landlord shall have a reasonable period of time after its receipt of such notice (but in no event in excess of two (2) months or any longer cure period granted to Landlord under the Sublease) within which to cure such default.

7. Contingency. Provided (a) the Prime Landlord shall acquire fee simple title to the Shopping Center Tract (as defined in the Sublease), subject only to the Permitted Title Exceptions (as defined in the Sublease) and such other matters as Tenant shall approve in writing, no later than twenty (20) following the date hereof, and (b) Prime Landlord and Landlord enter into the Ground Lease at the closing of the Property, Tenant agrees to waive its "Acquisition of Shopping Center Tract" contingency pursuant to Section 47.01(a) to the Sublease.

8. This Agreement shall inure to the benefit of and shall be binding upon Tenant and Prime Landlord, and their respective heirs, personal representatives, successors and assigns. This Agreement shall be governed by and construed according to the laws of the State of Alabama.

[Signatures appear on the following page.]

Prime Landlord, Landlord and Tenant have executed this Agreement the day and year first above written.

PRIME LANDLORD:

CITY OF CALERA, ALABAMA, a municipal corporation

WITNESS:

Linda Steel
_____, City Clerk

By: George W. Roy
_____, Mayor

STATE OF ALABAMA)

Shelby COUNTY)

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 **City of Calera, Alabama**, a municipal 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 foregoing 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 the 3 day of March, 2009.

Connie B Payton
Notary Public
My Commission Expires:

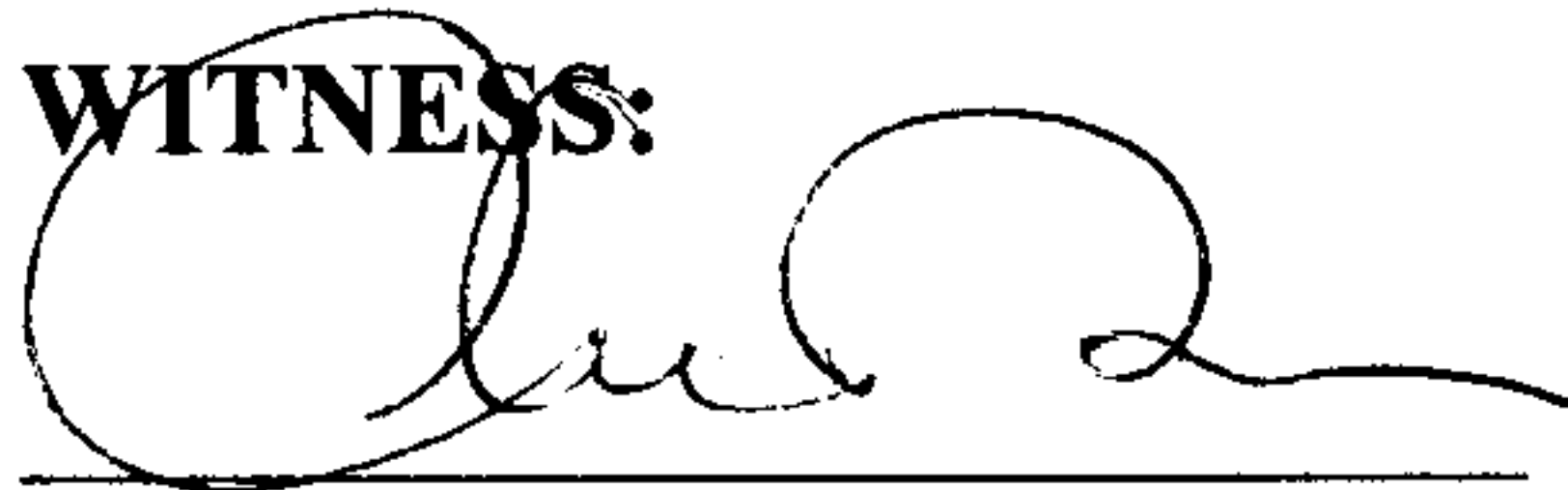
[NOTARIAL SEAL]

**NOTARY PUBLIC STATE
OF ALABAMA AT LARGE
MY COMMISSION EXPIRES
OCT 10, 2012**

LANDLORD:

CALERA CROSSINGS, LLC

WITNESS:



By:

Name: Murray Legg

Its: Manager



STATE OF ALABAMA)

Jefferson **COUNTY)**

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 Instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing 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 the 9th day of October, 2008.


Notary Public

My Commission Expires:


MY COMMISSION EXPIRES MARCH 5, 2012

[NOTARIAL SEAL]

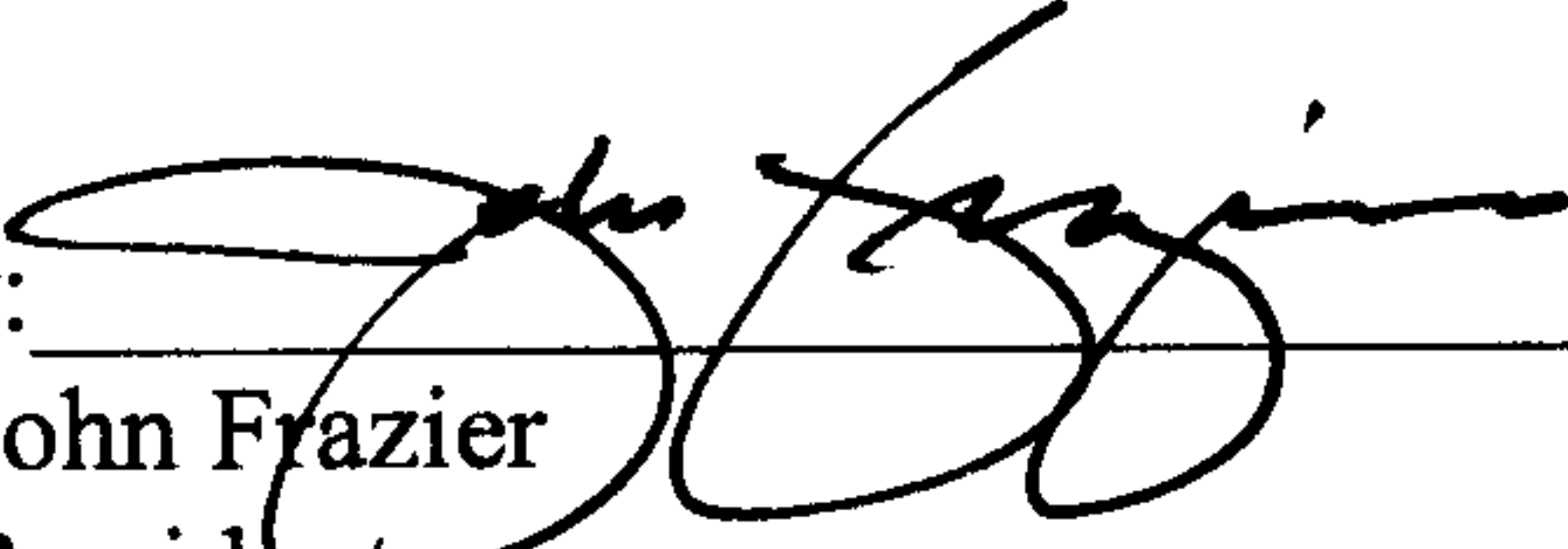
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Shelby Cnty Judge of Probate, AL
03/05/2009 03:12:05PM FILED/CERT

TENANT:

WITNESS:



PUBLIX ALABAMA, LLC

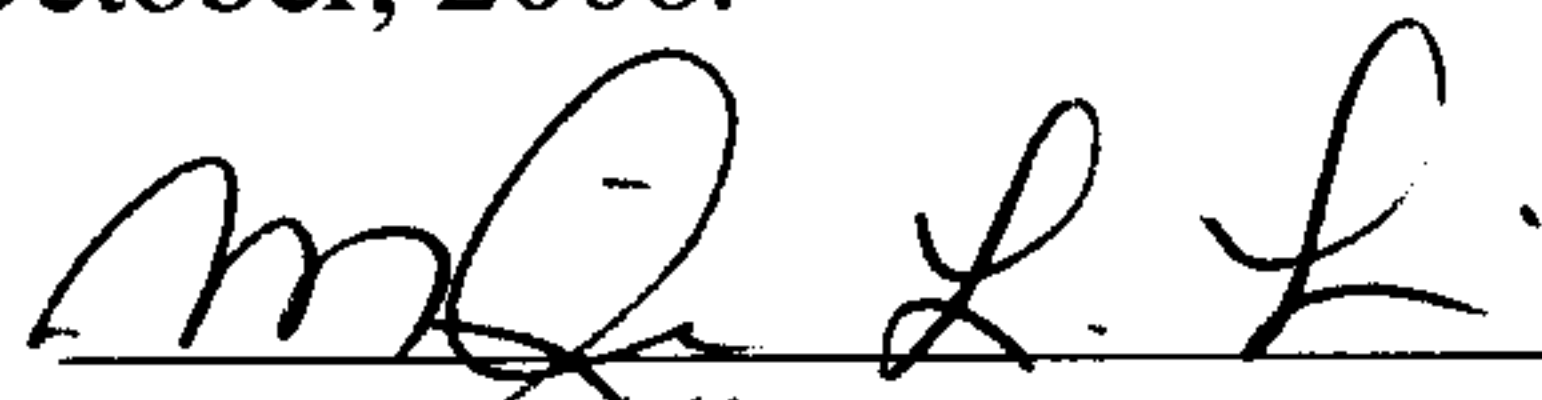
By: 

John Frazier
President

STATE OF FLORIDA)
)
POLK COUNTY)

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 Instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Instrument, he/she in his/her capacity as such officer 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 the 10th day of October, 2008.



Notary Public

My Commission Expires: 03-25-09

[NOTARIAL SEAL]

