


This instrument prepared by
(and after recording return to):
James M. Craig, II, Esq.
5050 Edgewood Court
Jacksonville, FL 32254


20130319000112840 1/17 \$6094.00
Shelby Cnty Judge of Probate, AL
03/19/2013 08:16:34 AM FILED/CERT

FOR RECORDER'S USE ONLY

SHORT FORM LEASE
[Winn-Dixie Store #445, Hoover, AL]

THIS SHORT FORM LEASE (this "Short Form of Lease") is executed and entered into this 14th day of February, 2013 (the "Effective Date") by and between **I & G INVERNESS RETAIL, L.L.C.**, a Delaware limited liability company (the "Landlord"), and **WINN-DIXIE MONTGOMERY LEASING, LLC**, a Florida limited liability company (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain lease agreement dated February 14, 2013, as may be amended from time to time (the "Lease"), pursuant to which Landlord has conveyed to Tenant a leasehold interest in certain real property located in Hoover, Shelby County, Alabama, as more particularly described in the Lease (the "Premises").

WHEREAS, Landlord and Tenant desire to enter into this Short Form of Lease to set forth certain terms and conditions contained within the Lease.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following terms and conditions with respect to the Lease:

1. Landlord. The name and address of Landlord are as follows:

I & G Inverness Retail, L.L.C.
c/o Bayer Properties, L.L.C.
2222 Arlington Avenue
Birmingham, AL 35205
Attn: Property Manager

2. Tenant. The name and address of Tenant are as follows:

Winn-Dixie Montgomery Leasing, LLC
5050 Edgewood Court

Jacksonville, FL 32254
Attn: Vice President of Real Estate Department

3. **Date of Lease.** The Lease is dated as of the 14th day of February, 2013.

4. **Commencement Date; Rent Commencement Date.** The Commencement Date shall be the date on which exclusive possession of the Premises are delivered to Tenant as provided in the Lease. The Rent Commencement Date shall be the date that is the first to occur of the following two (2) dates: (1) the date on which Tenant opens the Premises for business with the public; and (2) Two Hundred Seventy (270) days following the Lease Commencement Date.

5. **Lease Term.** The Lease Term shall consist of the following:

(a) **Initial Term.** An initial period of twenty (20) years commencing on the Rent Commencement Date and ending on the last day of the calendar month 20 years after the Rent Commencement Date; and

(b) **Renewal Term(s).** Tenant may, at its option, extend the Lease Term beyond the Initial Term of twenty (20) years for six (6) successive periods of five (5) years each subject to the same terms and conditions as the Initial Term.

6. **Premises; Common Area.** The Premises consist of (i) the Store containing an interior floor area of 54,000 square feet; (ii) the Tenant Equipment Area; and (iii) the rights and privileges created in favor of Tenant in the Common Area, together with a non-exclusive right to use all easements and appurtenances in favor of Landlord and benefiting the Shopping Center, and all easements and appurtenances in favor of Tenant and benefiting the Premises, which Premises are depicted (being the hatched area) and so designated on the Plot Plan attached hereto as Exhibit "A-1" and by reference thereto are incorporated herein. The term "**Common Areas**" (or sometimes "**Common Area**") refers to all areas within the exterior boundaries of the Shopping Center (excluding the Premises) which are now or hereafter made available for general use, convenience, and benefit of Tenant and other persons entitled to occupy space in the Shopping Center, which Common Areas shall include, but not be limited to, parking areas, easements appurtenant to the Shopping Center, driveways, exterior lighting, open (but not enclosed) malls, sidewalks, landscaped and planted areas, washrooms, lounges, shelters, retention and/or detention facilities and other facilities available for joint non-exclusive use, all as they may from time to time exist and be available to all tenants in the Shopping Center, their employees, agents, customers, licensees, and invitees.

7. **Shopping Center.** The Shopping Center consists of that certain real property which is described in Exhibit "A-2" attached hereto, together with those buildings and Common Area improvements constructed thereon from time to time on the Shopping Center, as such buildings and improvements are depicted on the Plot Plan. The Shopping Center currently is known as Inverness Corners Shopping Center. Any provision of the Lease to the contrary notwithstanding, the Plot Plan shall not be modified or amended except by an instrument of equal dignity to this Lease. Landlord shall not, without Tenant's express written approval (not to be unreasonably withheld, conditioned, or delayed), change and/or permit any change to the access to the Premises (including elevator access if applicable), the visibility (including but not limited to landscaping) of the Premises and Monument Sign, except as may be required by Governmental Regulations. Landlord shall make no changes to the Shopping Center that would adversely impact Tenant's use of the Shopping Center or the character of the Shopping Center, including, but not limited to, reducing the Shopping Center's primary retail purpose.



8. **Use.** Section 13 of the Lease establishes Tenant's Permitted Use and Exclusive Use rights with respect to the Shopping Center, which Section 13 is hereinafter reprinted:

13. Use; Exclusive; Excluded Uses, Go Dark.

13.1 **Permitted Use.** Tenant may use the Premises only for the Permitted Use; provided, however, that Tenant shall have the right to stage its customary grand opening activities consistent with Tenant's then existing campaign at the Premises and within the Common Area of the Shopping Center. The exclusive use rights of other tenants (as of the Lease Date) of the Shopping Center are set forth in Exhibit "L" (the "**Excluded Uses**") and Tenant is prohibited from using the Premises in violation of the Excluded Uses. Subject to the Excluded Uses, Landlord hereby represents and warrants to Tenant that Tenant's operation of a grocery supermarket in a manner consistent with Tenant's Exclusive Use Rights (as hereinafter defined) does not violate any existing lease, or any new or existing matters affecting title and will not increase Landlord's insurance premiums for the Shopping Center.

13.2 **Exclusive.** Landlord hereby covenants and agrees that Tenant (and or its assigns) shall have the exclusive right within the Shopping Center to, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.): (i) engage in retail sales of items of food for "off-premises" consumption (e.g. dairy products, meats, seafood, produce, frozen foods, non-perishable food stuffs); (ii) engage in the retail sale of groceries and related products typically offered for sale as of the Lease Date in a grocery supermarket (e.g. non-food items including but not limited to cleaning products); (iii) operate a grocery supermarket, bakery, florist, dine-in deli or cafe area, delicatessen, and fish market; (iv) operate a pharmacy and/or prescription drug concession to engage in the sale of drugs or other products which are required by law to be dispensed by a registered pharmacist, even though such pharmacist may not be required to be present for delivery of such products; and (v); engage in retail sales of beer, wine, and other alcoholic beverages for "off-premises" consumption (collectively "**Tenant's Exclusive Use Rights**"). Furthermore, Landlord hereby covenants and agrees that neither the owner of the Plaza Shopping Center nor any tenant thereof shall have the right to operate a grocery supermarket within the Plaza Center (the "**Tenant's Plaza Center Exclusive Use**").

13.3 **Application of Tenant's Exclusive Use Rights.** The terms and provisions of Section 13.2 of this Lease, to the contrary notwithstanding, Landlord and Tenant hereby agree that Tenant's Exclusive Use Rights shall not apply to the following ("**Permitted Leases**"):

- (a) any lease fully-executed prior to the Lease Date, as set forth in Exhibit "M" attached to the Lease;
- (b) a renewal or extension of a Prior Lease;
- (c) a new lease that is executed by a business which leased or occupied premises in the Shopping Center directly or indirectly under a Prior Lease (provided that in the case of a new lease, such new lease does not grant greater rights to use the premises for Tenant's Exclusive Use Right than did the Prior Lease); or



- (d) if the premises currently occupied by a tenant under a Prior Lease ceases to be used primarily for the Tenant's Exclusive Use Right, one (1) replacement store (which may be located anywhere within the Shopping Center or Plaza Shopping Center, as applicable) containing a floor area not exceeding the floor area of such Prior Lease and provided that such new lease does not grant greater rights to use the leased premises for Tenant's Exclusive Use Right than did such Prior Lease.

13.4 **Exceptions to Exclusive Uses.** The terms and provisions of Section 13.2 of this Lease, to the contrary notwithstanding, occupants of the Shopping Center which may otherwise be restricted pursuant to the terms and provisions of Section 15.2 of this Lease, shall not be prohibited from engaging in the operation of:

- (a) any business (which is otherwise violating Tenant's Exclusive Use Right) if either: (i) no more than ten percent (10%) of the sales area of said tenant's premises is devoted to sales that would otherwise violate Tenant's Exclusive Use Right; or (ii) on an annual basis, no more than ten percent (10%) of the tenant's gross sales from said premises are generated by sales which would otherwise violate Tenant's Exclusive Use Right;
- (b) any pet store (e.g., a Pet Supermarket, Petco, Petsmart, or Hollywood Feed);
- (c) any clothing or fashion store (e.g., Jos A. Banks, Chico's, Carter's, Rue, 21, or Justice);
- (d) any electronics store (e.g., Best Buy, hhgreg, Fry's, TigerDirect);
- (e) any book store (e.g., Barnes and Noble, Books-a-Million, Half Price Books);
- (f) no more than one liquor/wine/beer store, provided the total floor area of any such operation does not exceed two thousand five hundred (2,500) square feet;
- (g) a cigar lounge or specialty tobacco store (such as, without limitation, the "Humidor"), but not a store whose principal business is the discount sale of tobacco products or any such store with a drive-thru facility, provided that any specialty tobacco store permitted hereunder shall not exceed three thousand (3,000) square feet;
- (h) the operation of a specialty a coffee store, which may include the sale of baked goods (equivalent to a Caribou Coffee, Starbucks, Gloria Jean's);
- (i) the operation of a sit down restaurant offering prepared ready-to-eat food items for consumption whether on-premises or off-premises, provided that such operation is located no closer than one hundred fifty (150) feet of the Store (which distance shall be measured from the Store demising wall nearest said other premises to the demising wall of said other premises nearest the Store);
- (j) the operation of a carry-out or delivery restaurant, which may also include dine-in sales, such as, without limitation a pizza delivery/takeout restaurant or Asian takeout;



- (k) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as a part of its restaurant operation, provided that either (1) at least seventy percent (70%) of the rentable floor area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes; or (2) such shop or restaurant is, or is reasonably equivalent to, Schlotzsky's, Panera, Atlanta Bread Company, or Subway;
- (l) the operation of a cupcake shop or doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation);
- (m) a nutrition center, provided the floor area devoted to such health food store or nutrition center shall not exceed two thousand (2,000) square feet;
- (n) the operation of a specialty ice cream parlor or frozen yogurt store;
- (o) the operation of a diet center such as, for example only, WeightWatchers or Jenny Craig;
- (p) a franchise specialty card store such as, for example only, "Jan's Hallmark Shop," which offers the sale of party supplies as an incidental part of its business, provided the total floor area of any such store does not exceed five thousand (5,000) rentable square feet and the operation located no closer than one hundred (100) feet of the Store (which distance shall be measured from the Store demising wall nearest said other premises to the demising wall of said other premises nearest the Store);
- (q) the sale of baby apparel, baby supplies and/or baby furniture;
- (r) a video rental or sale store (similar to a Blockbuster Video) which may offer the sale of items normally sold by movie theaters (e.g., popcorn, soda, or candy) for consumption off the premises; and
- (s) subject to the Excluded Uses, the sale of lawn and garden products by a hardware store such as, for example only, that currently operated as "Ace Hardware" or "True Value", provided the total floor area devoted to the sale or display of barbeque grills and related equipment and supplies shall not exceed the lesser of (i) ten percent (10%) of the floor area of such premises, or (ii) five hundred (500) square feet; and the sale of lawn and garden products by a home improvement discount center such as, for example only, that currently operated as "Home Depot" or Lowes," provided that no such store may be situated closer than five hundred feet (500) from the Store (which distance shall be measured from the Store demising wall nearest said other premises to the demising wall of said other premises nearest the Store).

13.7 **No Waiver.** No delay or failure on the part of Tenant and/or an Affiliated Entity, as the case may be, in the enforcement of its rights pursuant to this Section 13 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant and/or an Affiliated Entity, as the case may be, to the breach or violation thereof. No waiver of its rights pursuant to this Section 13 shall be valid as against Tenant and/or an Affiliated Entity, as the case may be, unless made in writing and signed by

Tenant and/or an Affiliated Entity, as the case may be, and then only to the extent expressly set forth therein.

13.8 **Go Dark/Operation.** Provided Tenant continues to pay Basic Rent, Additional Rent and complies with the other terms of this Lease, Tenant shall not be required to continuously occupy the Premises or operate therein, and Tenant shall not be liable to Landlord or to any other tenant in the Shopping Center for the failure of Tenant to operate in or occupy the Premises.

9. **Prohibited Uses.** Section 14 of the Lease, in part, establishes the Prohibited Uses with respect to the Shopping Center. Section 14 of the Lease is hereinafter reprinted in part:

14.3 **Operation of the Shopping Center/Prohibited Uses.** Except for the Permitted Leases, Landlord hereby represents that as of the Lease Date, no other tenant and/or owner within the Shopping Center (including but not limited to any Outparcels) shall operate in violation of Section 14.3 of this Lease, and/or the Prohibited Uses (as hereinafter defined). Landlord covenants that it will operate and maintain the Shopping Center in a first-class condition and will not allow any use within the Shopping Center that (i) causes or creates a nuisance, (ii) is obnoxious, or (iii) generally detracts from the general first-class retail nature of the Shopping Center including, but not limited to, the following "**Prohibited Uses**":

- (a) spa, health club, sports club, or gymnasium;
- (b) dance studio, or dance hall;
- (c) tavern, bar, discotheque, night club lounge, or after hours club;
- (d) teen lounge, or social encounter club;
- (e) bowling alley;
- (f) skating or roller rink;
- (g) arcade; internet sweepstakes cafe, bingo or electronic or other game parlor;
- (h) movie theater (legitimate or other);
- (i) any establishment renting, selling or exhibiting pornographic materials, or the sale, lease, rental or display of pornographic or "adult" material;
- (j) business, medical or professional offices (collectively "Professional Office Use");
- (k) abortion, HIV, or drug rehabilitation facility/clinic, excluding, however, medical or general health or medical clinic or facility not to exceed 4,000 square feet;
- (l) any automobile, truck, trailer or recreational vehicle sales, leasing, display or repair; sale, lease, rental or repair of cars, motor vehicles and/or boats;
- (m) church, temple, mosque, or other place of religious worship or gathering;
- (n) schools, learning centers or daycare centers;
- (o) massage parlor;
- (p) manufacturing or storage business;
- (q) tattoo parlor;
- (r) public auditorium or other public entertainment facility;
- (s) government service office;
- (t) tobacco or a so called "head shop";
- (u) exterior "pay" telephones;

- (v) "Dollar" type discount stores;
- (w) sit-down restaurant;
- (x) any central laundry, dry cleaning plant, or Laundromat;
- (y) any residential use, including but not limited to living quarters, sleeping apartments or lodging rooms;
- (z) car wash;
- (aa) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation;
- (bb) any pawn shop, second hand store, or flea market, except for upscale consignment furniture or clothing, such as, for example (but without limitation) Plato's Closet;
- (cc) outdoor amusement facility;
- (dd) wholesale and/or distribution operation;
- (ee) sporting event or other sports facility;
- (ff) billboards;
- (gg) any mobile home park, trailer court, labor camp, junkyard, or stockyard (except this provision shall not prohibit the temporary use of construction trailers during periods of construction);
- (hh) any dumping, disposing, incineration, or reduction of garbage (exclusive of dumpsters located in the rear of any building);
- (ii) any veterinary hospital, animal raising facilities or pet shop;
- (jj) any mortuary;
- (kk) or cell phone tower.

14.4 **Exceptions to Prohibited Uses.** The terms and provisions of Section 14.3 of this Lease, to the contrary notwithstanding, occupants of the Shopping Center, shall not be prohibited from engaging in the operation of: (i) a sit down restaurant and/or cocktail lounge of a parking intensive nature, being similar in nature to Bennigan's, T.J. Applebee's, Outback Steakhouse, Schlotzsky's, Chili's, Hooters, On-Tap Sports Bar, and T.G.I. Friday's; provided that such operation is located no closer than one hundred fifty (150) feet of the Store (which distance shall be measured from the Store demising wall nearest said other premises to the demising wall of said other premises nearest the Store); (ii) a dry cleaning (drop-off only) operation; (iii) a governmental tag office; (iv) a national (or regional) therapeutic massage facility similar in nature to Massage Envy, or Massage Green; (v) a cigar lounge or specialty tobacco store (such as, without limitation, the "Humidor"), but not a store whose principal business is the discount sale of tobacco products or any such store with a drive-thru facility, provided that any specialty tobacco store permitted hereunder shall not exceed three thousand (3,000) square feet; (vi) a Professional Office Use, provided that such Professional Office Use complies with the following: (a) the total square footage of the Shopping Center occupied by a Professional Office Use does not exceed twenty-six thousand (26,000) square feet, in the aggregate, of the Shopping Center; (b) except for a Prior Lease, Landlord shall not permit the operation of a Professional Office Use within the Shopping Center other than within the building (located in the southwest corner of the Shopping Center) and/or suites (Suites 110 & 120) as designated on the Plot Plan; and (c) in the event a Prior Lease (occupied for the purpose of a Professional Office Use) expires or is terminated and Landlord elects to replace the Professional Office Use with a replacement tenant (as provided in Section 13.3(d) of the Lease), then no such replacement shall be located within one-hundred fifty (150) feet of the Store (which distance shall be measured from the Store demising wall nearest said other premises to the demising wall of said other premises nearest the Store).

14.7 Enforcement. In the event any other tenant or occupant of the Shopping Center, or successor in title thereto shall violate Tenant's Exclusive Use Rights, or the Prohibited Uses provision, or in the event any tenant or occupant of the Plaza Center or in an adjacent property, which may otherwise be restricted pursuant to the terms and provisions of this Lease, or successor in title thereto shall violate Tenant's Plaza Center Exclusive Uses, and upon notice to Landlord of such violation, Landlord shall, within thirty (30) days of Landlord's receipt of such notice of violation promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said provisions, including, without limitation, injunctive relief against such tenant or successors in title. Furthermore, if Landlord fails to commence or diligently prosecute the enforcement of said provisions, as provided in this Section 14, Tenant shall have the right, but not the obligation, to pursue enforcement of Tenant's Exclusive Use Rights and/or the Prohibited Uses provisions, as the case may be, against such other tenants or successors in title, whether in Tenant's own right or in the name of Landlord; Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. If Landlord fails to commence and diligently prosecute the enforcement of said provisions as set forth above and if Tenant elects to prosecute the enforcement of such provisions as set forth above, then any reasonable out-of-pocket expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in the enforcement of such Tenant's Exclusive Use Rights, Prohibited Use provisions set forth in this Lease shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. In the event Landlord fails to reimburse Tenant for such enforcement within thirty (30) days after receipt from Tenant of bills or written notice of claim for reimbursement accompanied by copies of all paid invoices and other reasonable documentation evidencing the costs incurred and paid by Tenant for such enforcement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Basic Rent or any other amounts due and payable by Tenant to Landlord hereunder.

14.8 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Section 14 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Section 14, shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

10. Outparcel Restriction / Adjacent Property Restrictions. Section 15 of the Lease establishes the Outparcel Restrictions and Adjacent Property restrictions with respect to the Shopping Center, which Section 15 is hereinafter reprinted in part:

15. Outparcel Restrictions; Adjacent Property Restrictions.

15.1 Outparcel Restrictions. Landlord covenants and agrees that any buildings, pylon or monument signs constructed on the Outparcels shall be subject to the following restrictions: (i) no more than one building shall be constructed on any Outparcel and said building shall accommodate only one (1) business operation therein, provided that this restriction shall not prohibit typical co-branding operations of the kind typically found in the State where the Shopping Center is located; (ii) no building shall exceed one story in height; (iii) no building sign or structure shall exceed twenty five (25) feet in height; (iv) the rentable floor area of any building constructed on an Outparcel shall not exceed the floor area limitation set forth on the Plot Plan; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; (vi) any pylon or monument signs erected or constructed on the Outparcels shall not obstruct visibility of the Premises or the pylon or monument sign



identifying the Shopping Center or Tenant; (vii) "reader board" type signs and billboards shall be prohibited on an Outparcel; (viii) the Outparcels or any buildings constructed thereupon shall neither be used in violation of Tenant's Exclusive Rights granted to Tenant in Section 13.2 of this Lease (subject to the exceptions set forth in Section 13.3 and (d), nor for any of the Prohibited Uses set forth in Section 13.4 of this Lease; and (ix) in the event any improvements located on any Outparcel shall be damaged or destroyed, and in the event the owner of any such Outparcel elects not to repair or restore such improvements, the Outparcel owner shall promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain any such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Area.

15.2 Adjacent Property of Landlord. If at any time during the Lease 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 real property adjoining or adjacent to the Shopping Center, Landlord covenants and agrees that: (i) such adjoining or adjacent property shall be subject to Tenant's Plaza Center Exclusive Uses set forth in Section 14.5; (ii) any buildings or other improvements (including pylon or monument signs) constructed on such adjacent property after the date of this Lease 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; and (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.

11, Termination of Short Form of Lease. Within thirty (30) days of the expiration or earlier termination of the Lease, Tenant and Landlord shall, upon the written request of either party, execute a recordable notice of termination of Short Form of Lease, which such notice may be recorded by either party at the requesting party's expense in the appropriate public records of the jurisdiction in which the Premises are situated.

12. Definitions; Effect on Short Form of Lease. All capitalized terms in this Short Form of Lease, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Lease.

13. No Third-Party Beneficiaries. Neither the Lease nor this Short Form of Lease confers or is intended to confer any rights or remedies upon any person or legal entity other than the signatories.

[Signatures on the Following Pages]



IN WITNESS WHEREOF, the parties have duly signed, sealed and executed this Short Form of Lease in the presence of the subscribing witnesses the day and year first above written.

WITNESSES:

Harlan F. Stanley
Print Name: Harlan F. Stanley
Michael Stanley
Print Name: Michael Stanley

LANDLORD:

I & G INVERNESS RETAIL, L.L.C., a Delaware limited liability company

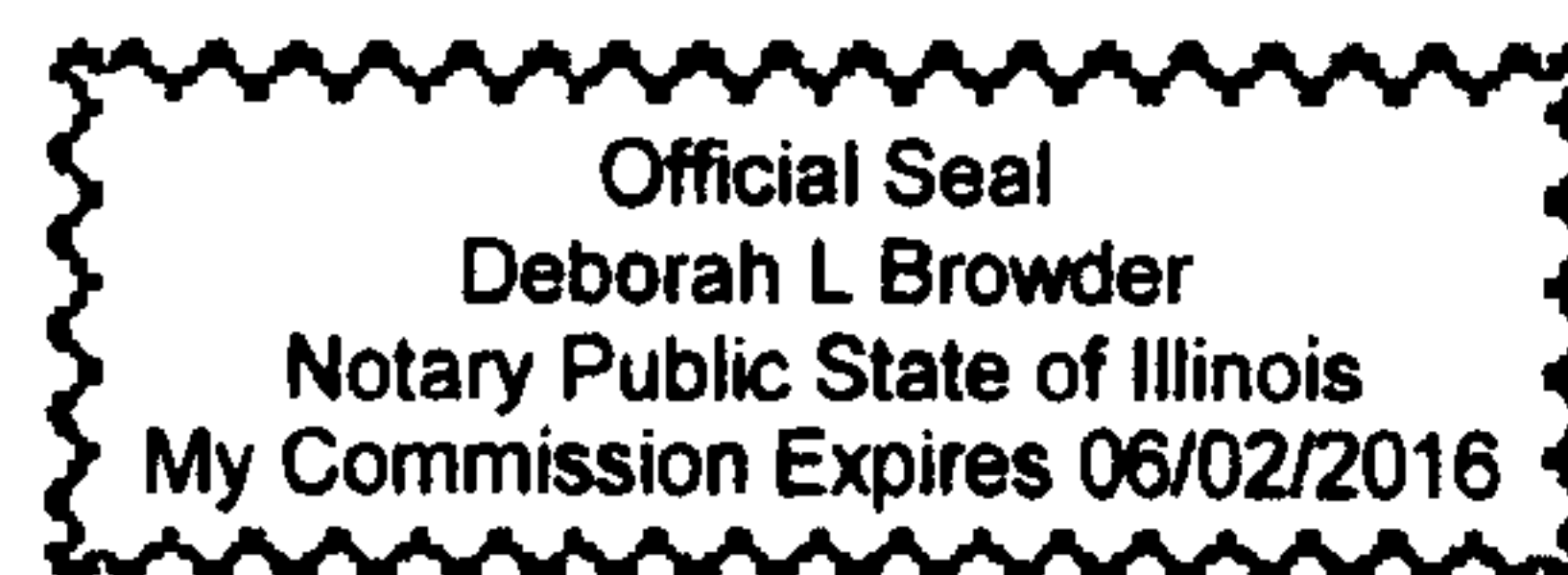
By: Joseph Munoz
Print Name: JOSEPH MUNOZ
Title: VICE PRESIDENT
Date: 2/4/13

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 14th day of Feb, 2013, by Joseph Munoz, the VICE PRESIDENT of I & G INVERNESS RETAIL, L.L.C., a Delaware limited liability company, on behalf of said company, who is personally known to me or has produced _____ as identification.

NOTARY:
SEAL:

Deborah L. Browder
Deborah L. Browder
Printed Name of Notary
Commission No. and Expiration Date



WITNESSES:

TENANT:

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

Marsha Ingram
Print Name: MARSHA INGRAM
Linda L. Shirley
Print Name: LINDA L. SHIRLEY

By: [Signature]
Name: Brian P. Carney
Title: Executive Vice President

LEGAL APPROVED

ATTY: [Signature]
DATE: 1/24/13

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 28th day of JANUARY, 2013, by Brian P. Carney, the Executive Vice President of **WINN-DIXIE MONTGOMERY LEASING, LLC**, a Florida limited liability company, on behalf of said company, who is personally known to me.

NOTARY:

SEAL:

[Signature]
LINDA L. SHIRLEY

Printed Name of Notary

Commission No. and Expiration Date 1-16-2016

EE 144909

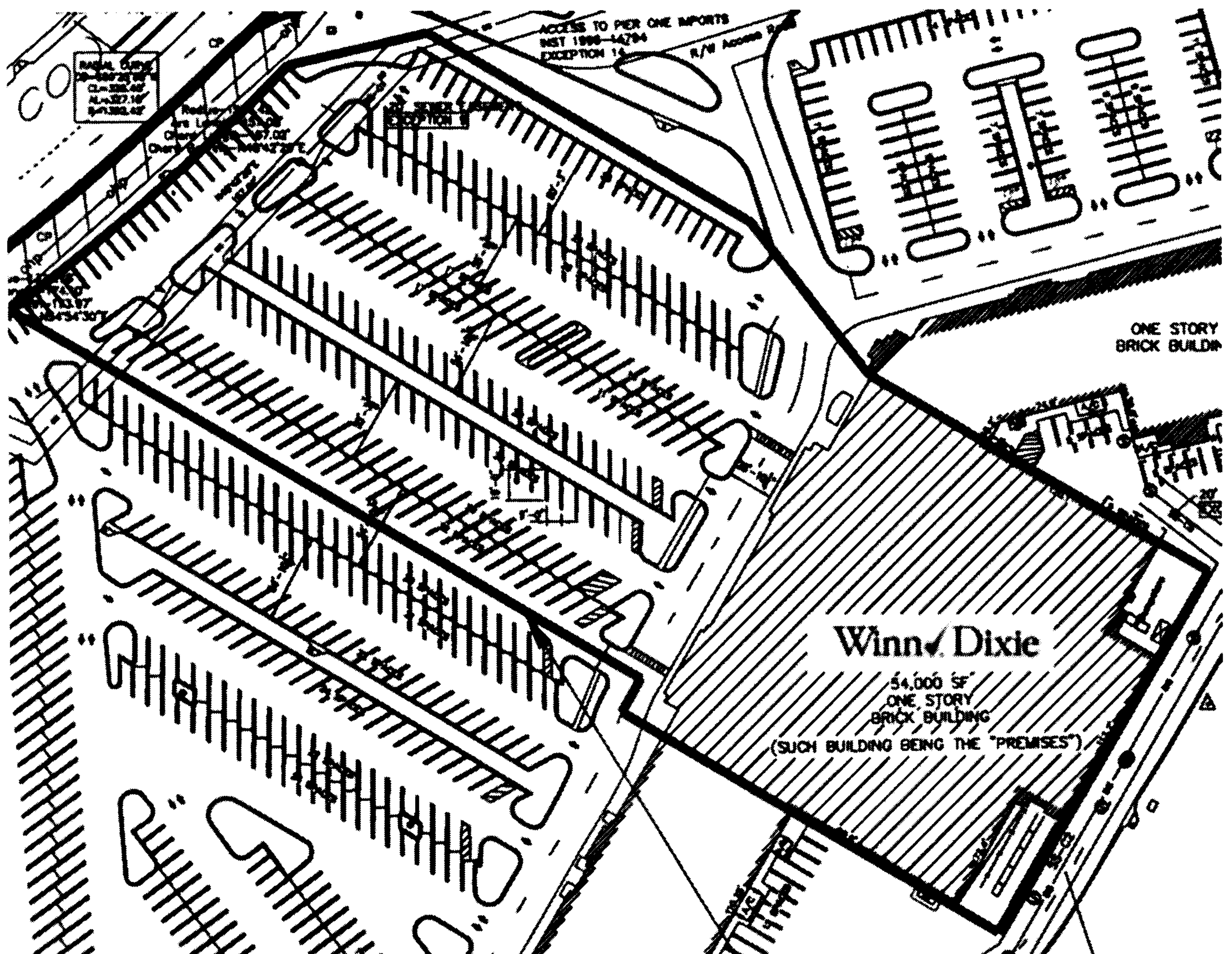


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Store #445
Short Form of Lease V1
09/24/ 2012

EXHIBIT "A-1"
PLOT PLAN



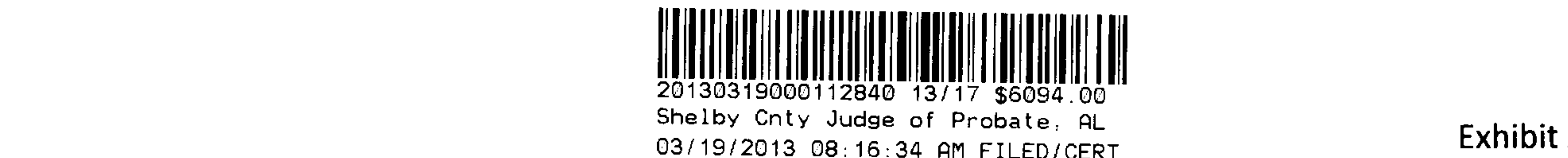
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SHOPPING CENTER

BOUNDARY LINE

SHELL



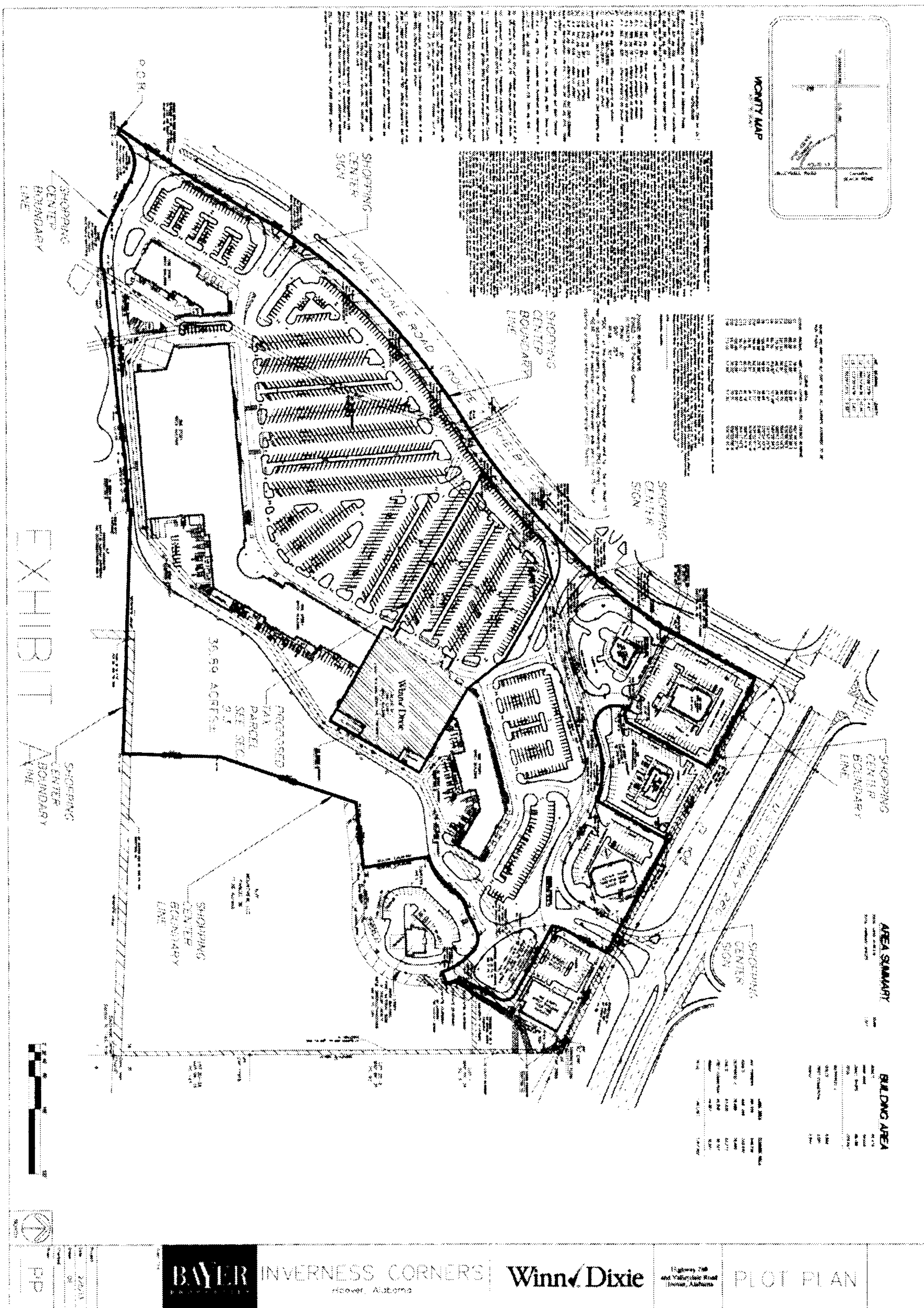


EXHIBIT A-2

(LEGAL DESCRIPTION OF THE SHOPPING CENTER AND THE PREMISES)



20130319000112840 15/17 \$6094.00
Shelby Cnty Judge of Probate, AL
03/19/2013 08:16:34 AM FILED/CERT

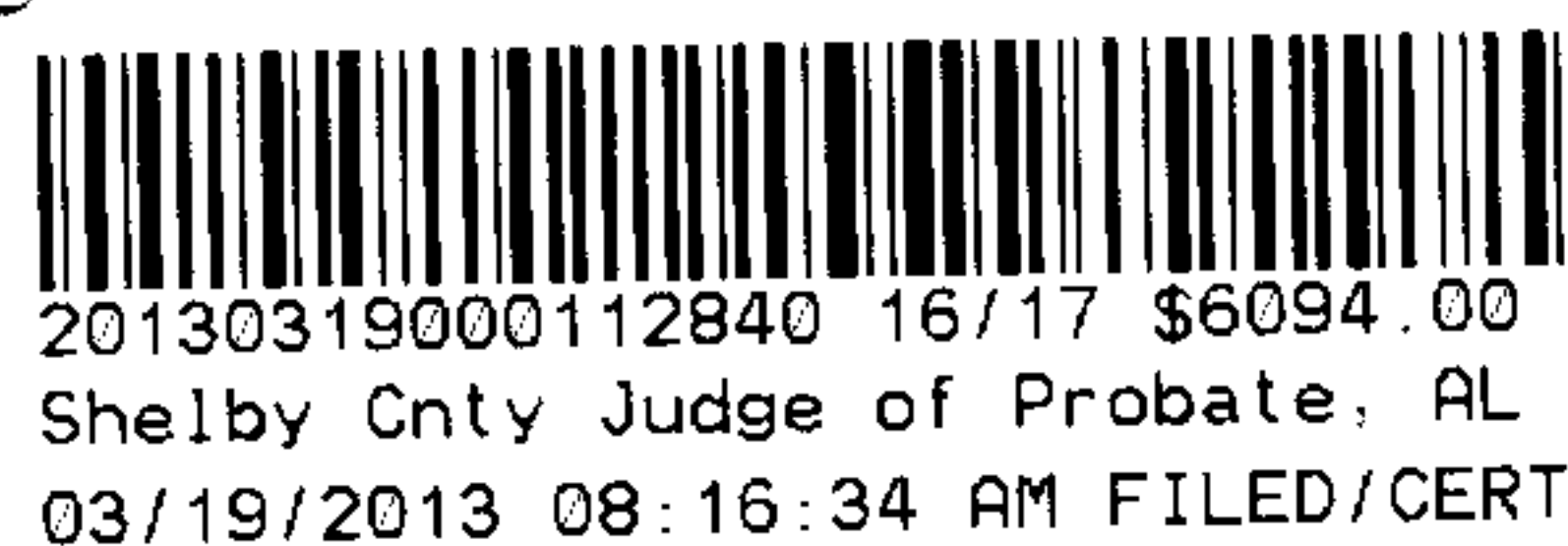
LEGAL DESCRIPTION OF THE SHOPPING CENTER

WRITTEN DESCRIPTION

H25249

INVERNESS CORNER SHOPPING CENTER

ALL that piece parcel or tract of land and being at Southeastern intersection of the U.S. Hwy. 280 and County Road 17 known as Valleydale Road in Shelby County, Alabama and being more particularly described as follows: BEGINNING at a point on the southern edge of Valleydale Road (Route 17 Shelby County) and running with Valleydale Road fourteen (14) calls to wit: N33-47-02E for a distance of 212.20 feet to a point; thence N30-13-44E for a distance of 146.44 feet to a point thence a curve to the right with a chord bearing and distance of N33-33-44E, 253.25 feet (R-1482.42'; AL-253.56') to a point; thence a curve to the right with a chord bearing and distance of N42-28-26E, 127.10 feet (R-1057.56; AL-127.18') to a point; thence a curve to the right with a chord bearing and distance of N49-13-27E, 220.45 feet (R-1527.67; AL-220.65') to a point; thence a curve to the right with a chord bearing and distance of N55-39-08E, 147.90 feet (R-1968.19; AL-147.93') to a point; thence a curve to the left with a chord bearing and distance of N54-54-30E, 173.97' (R-1326.78; AL-174.10') to a point; thence a curve to the left with a chord bearing and distance of N48-42-29E, 157.02 feet (R-1554.42; AL-157.08') to a point; thence a curve to the left with a chord bearing and distance of N42-39-05E, 271.82 feet (R-1482.42; AL-272.20') to a point; thence with a curve to the left with a chord bearing and bearing and distance of N33-56-25E, 54.11 feet (R-1482.42; AL-54.12) to a point; thence S57-06-20E for a distance of 5.00 feet to a point; thence N31-40-47E for a distance of 63.06 feet to a point; thence N29-21-44E for a distance of 36.77 feet to a point; thence N29-01-23E for a distance of 200.22 feet to a point at the intersection of Valleydale Road and U.S. Highway 280; thence running with U.S. Highway 280 for two (2) courses to wit: S64-07-08E for a distance of 69.95 feet to a point; thence S60-56-53E for a distance of 172.15 feet to a point; thence leaving U.S. Hwy. 280 and running with property of Schlotzky's Realty for eight (8) courses to wit: S29-00-44W for a distance of 225.82 feet to an iron pin; thence running S74-00-05W for a distance of 21.45 feet to a point; thence running N60-54-51W for a distance of 11.83 feet to an iron pin; thence running S30-26-19W 5.61 feet to a point; thence running a curve to the left with a chord bearing and distance of S39-06-56E, 92.82 feet; (R-50.00; AL-118.95') to a point; thence running N72-43-57E for a distance of 23.89 feet to an iron pin; thence running with a curve to the right with a chord bearing and distance of S88-16-49E, 143.89 feet (R-220.50; AL-146.58) to an iron pin; thence N29-01-47E for a distance of 197.77 feet to a point on the southern margin of U.S. Hwy. 280; thence running with U.S. Hwy. 280 for two (2) calls to wit: S60-56-53E for a distance of 234.60 feet to an iron pin; thence S61-19-38E for a distance of 77.00 feet to an iron pin; thence leaving U.S. Hwy. 280 and running with Pier One Imports for six (6) courses to wit: S28-42-18W for a distance of 110.80 feet to a point; thence running with a curve to the left with a chord bearing and distance of S17-53-25W, 37.07 feet (R-99.92; AL-37.29') to a point; thence running S61-16-32E for a distance of 191.05 feet to a point; thence a curve to the right with a chord bearing and distance of S16-17-42E, 42.43 feet (R-30.00 feet; AL-47.12') to a point; thence running S28-42-18W for a distance of 74.30 feet to a point; thence running N89-45-04E for a distance of 17.14 feet to an iron pin; thence running S31-51-47W for a distance of 46.24 feet to an iron pin; thence S16-23-44E for a distance of 22.63 feet to an iron pin; thence S72-09-04W for a distance of 33.85 feet to an iron pin; thence running with First National Bank of Shelby County for twelve (12) courses to wit: a curve to the left with a bearing and distance of N34-22-07W, 91.27 feet (R-160.50; AL-92.55') to a point; thence S53-07-30E for a distance of 9.55 feet to a point; thence running a curve to the left with a chord bearing and distance of N79-48-56W, 31.44 feet (R-35.00; AL-32.61') to a point; thence running S73-35-14W for a distance of 2.93 feet to a point; thence running a curve to the left with a chord bearing and distance of S66-53-41W, 32.18 feet (R-140.00; AL-32.25') to a point; thence running S60-17-44W for a distance of 10.54 feet to a point; thence running a curve to the right with a chord bearing and distance of S67-20-21W, 24.52 feet (R-100.00; AL-24.59') to a point; thence running S74-28-33W for a distance of 4.21 feet to a point; thence running with a curve to the left with a chord bearing and distance of S58-05-08W, 30.31 feet (R-54.00; AL-30.72') to a point; thence running S41-52-54W for a distance of 65.95 feet to a point; thence running with a curve to the left with a bearing and distance of S66-39-35W, 57.35 feet (R-112.00; AL-57.99') to a point; thence running S09-29-50E for a distance of 163.23 feet to an iron pin;



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thence running with Parcel 36 for three (3) courses to wit: S83-45-52W for a distance of 158.30 feet to an iron pin; thence running S18-47-15W for a distance of 349.69 feet to an iron pin; thence running with property now or formerly Investments Associates (formerly Met Life Insurance Company) for ten (10) courses to wit: S02-05-56W for a distance of 237.37 feet to an iron pin; thence running N87-53-19W for a distance of 590.29 feet to a point; thence running S00-21-07E for a distance of 4.08 feet to a point; thence running S85-52-52W for a distance of 126.86 feet to a point; thence running S82-35-48W for a distance of 122.74 feet to a point; thence running S84-24-44W for a distance of 336.12 feet to a point; thence running S30-29-58W for a distance of 6.13 feet to a point; thence running with a curve to the right with a chord bearing and distance of N80-13-35W, 118.64 feet (R-201.26; AL-120.43') to an iron pin; thence running N63-00-24W for a distance of 115.34 feet to a point; thence running with a curve to the left with a bearing and distance of S73-22-00W, 110.36 feet (R-80.00; AL-121.78') to an iron pin; thence N60-07-50W for a distance of 12.00 feet to the Point and Place of BEGINNING. Property contains 36.89 Acres more or less. All curves should be considered non-radial.



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