

This instrument prepared by
(and after recording return to):
Kelly L. Worman, Esq.
NELSON MULLINS RILEY & SCARBOROUGH, LLP
150 Fourth Avenue North, Suite 1100
Nashville, Tennessee 37219



20141125000371770 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
11/25/2014 01:38:49 PM FILED/CERT

STORE NO.: 838
SITE: NWC VALLEYDALE ROAD &
CALDWELL MILL ROAD
HOOVER, SHELBY COUNTY, ALABAMA

SHOPPING
CENTER: VALLEYDALE VILLAGE

STOREROOM: 44,271 Square Feet

SECOND AMENDMENT TO MEMORANDUM OF LEASE

FOR RECORDER'S USE ONLY

THIS SECOND AMENDMENT TO MEMORANDUM OF LEASE ("Amendment") is made and entered into as of the 25th day of August, 2014, by and between **VALLEYDALE, LLC**, a Florida limited liability company ("Landlord"), and **PUBLIX ALABAMA, LLC**, an Alabama limited liability company ("Tenant"), with reference to the following facts:

A. Landlord and Tenant entered into that certain Lease Agreement dated June 7, 2002 (as amended by First Amendment to Lease Agreement dated June 7, 2002, as further amended by Second Amendment to Lease Agreement dated February 6, 2004, as further amended by Third Amendment to Lease Agreement dated September 13, 2012, and as further amended by Fourth Amendment to Lease Agreement [the "Fourth Amendment"] of even date herewith, collectively referred to as the "Lease"), whereby Landlord demised to Tenant, and Tenant hired from Landlord, certain Premises consisting of a Storeroom, Sidewalk Area, and Service Area and located in the Valleydale Village Shopping Center, Hoover, Shelby County, Alabama, as more specifically set forth in the Lease.

B. The Lease is evidenced by that certain Memorandum of Lease dated June 7, 2002, and recorded as Instrument No. 20020729000351010, in the Office of the Judge of Probate for Shelby County, Alabama (as amended by First Amendment to Memorandum of Lease dated February 6, 2004, and recorded as Instrument No. 20040303000109790, in the Office of the Judge of Probate for Shelby County, Alabama, the "Memorandum").

C. Landlord and Tenant now desire to modify and amend the Memorandum in accordance with the terms of the Fourth Amendment.

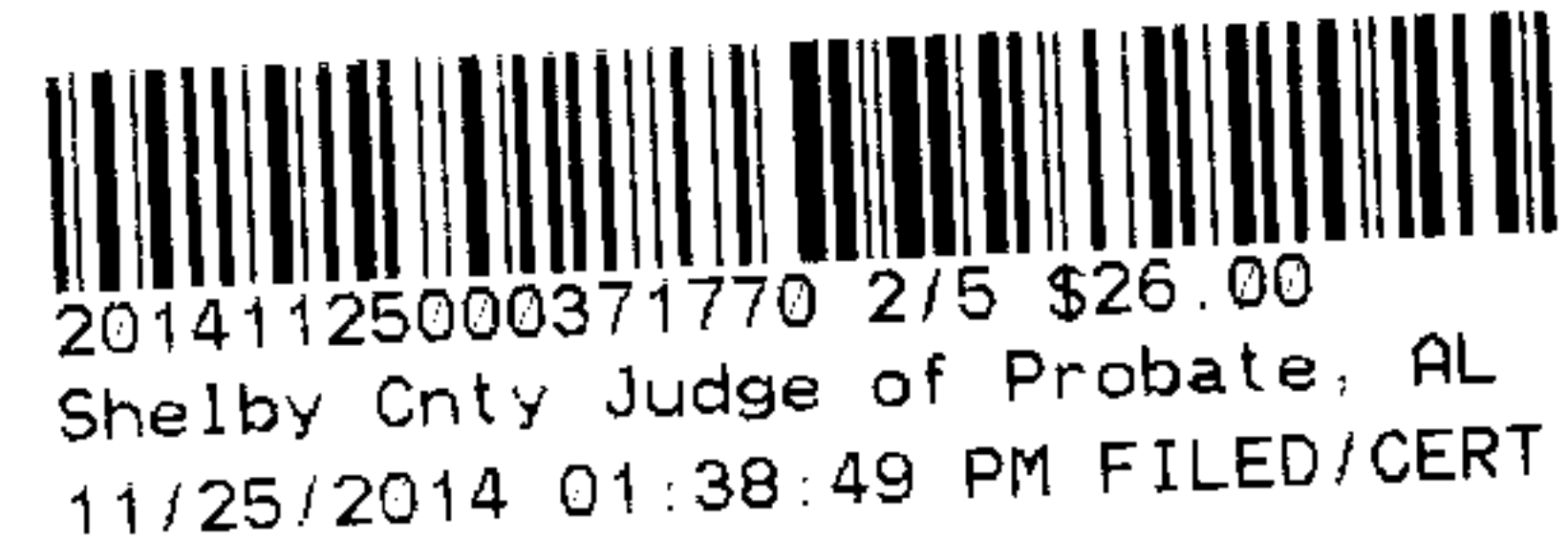
NOW, THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLAR (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Amendments to Memorandum.

(a) Right of First Refusal. The Memorandum is hereby supplemented by the addition of the following as Section 12 thereof:

49. Right of First Refusal. Article 49 of the Lease grants Tenant a right of first refusal with respect to purchasing the Shopping Center Tract, which Article 49 is hereinafter reprinted.

49.01 Right of First Refusal. If Landlord receives from, or tenders to, a third party (the "Third Party"), an acceptable, bona fide, arms-length offer (the "Offer") pursuant to which Landlord proposes to sell, convey, or assign to the Third Party, or grant to the Third Party an option to purchase, or undertake to lease (other than a typical premises lease pursuant to which the Third Party is the occupant) to the Third Party, all or a portion of the Shopping Center Tract, then, as a condition to Landlord's accepting the Offer from, or tendering the Offer to, the Third Party, Landlord shall, within five (5) business days of its receipt or tender of such Offer, deliver to Tenant written notice of the Offer (the "Notice of Offer"). The Notice of Offer shall set forth the name and address of the Third



Party and all of the terms and conditions of the Offer, along with copies of all relevant documents pertaining to the Offer (collectively, the "Notice Documents"), including, but not limited to: (i) a copy of the proposed assignment, purchase, or lease agreement; (ii) a rent roll for the Shopping Center Tract, certified by Landlord to be true and correct; (iii) operating statements for the Shopping Center Tract for the immediately preceding twenty-four (24) months (or the period of operation of the Shopping Center Tract if less than twenty-four (24) months); (iv) copies of all loan documents encumbering the Shopping Center Tract or a reasonably detailed summary of any such financing; and (v) any other document, instrument or information relevant to Tenant's decision whether or not to purchase the Shopping Center Tract.

49.02 Right to Purchase; Time for Acceptance. Landlord hereby grants to Tenant the right to purchase or lease, as the case may be, the Shopping Center Tract or portion thereof described in the Offer upon the same terms and conditions set forth in the Offer (the "Right of First Refusal"). Tenant shall have thirty (30) days after receipt of the Notice of Offer and the Notice Documents to notify Landlord in writing of its election to exercise such Right of First Refusal as herein provided. If Tenant fails to exercise such Right of First Refusal as herein provided, such failure shall be deemed to be a waiver of Tenant's Right of First Refusal as to that Offer, and Landlord may proceed to consummate the transaction contemplated by the Offer in accordance with the terms and conditions thereof.

49.03 Reinstatement of Tenant's Purchase Right. If subsequent to Tenant not accepting the terms in the Offer: (i) the terms and conditions of the Offer are modified or amended in any way, or (ii) the transaction contemplated by the Offer is not consummated within one hundred eighty (180) days after the date of receipt by Tenant of the Notice of Offer, then, in either event, Tenant's rights hereunder shall be reinstated as to any modified or amended Offer, any offer continuing beyond such one hundred eighty (180) day period, or any subsequent Offer received by Landlord from a third party or tendered by Landlord to a third party.

49.04 Application of Right of First Refusal. For purposes of this Article 49, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Landlord (except for the sale of stock of a publicly traded company on a nationally recognized stock exchange) shall be deemed a sale of all or a portion of the Shopping Center Tract. This Right of First Refusal shall not apply to any form of financing, foreclosure sale, deed in lieu of foreclosure, or otherwise; provided, however, this Right of First Refusal shall apply to any subsequent sale of all or a portion of the Shopping Center Tract by any person or entity acquiring title through a foreclosure sale, deed in lieu of foreclosure or otherwise. This Right of First Refusal shall not apply to transfers in connection with a condemnation or under threat of condemnation. This Right of First Refusal shall continue in full force and effect for so long as this Lease remains in effect and shall be binding upon any successor in interest to Landlord, whether by sale of all or a portion of the Shopping Center Tract or transfer of all or a portion of the entity constituting the Landlord. The parties hereto hereby acknowledge and agree that the Right of First Refusal contained herein is intended to apply only to the sale or lease of the Shopping Center Tract, as opposed to a separate and distinct sale or lease of an Outparcel; provided, however, if an Offer pertains to the sale and/or lease of both the Shopping Center Tract and one or more Outparcels, then the Right of First Refusal contained herein shall be deemed to apply to all of the property described in the Offer, including the Outparcel(s) described therein, in which case the Notice Documents shall likewise pertain to all of the property described in the Offer. Until such time as Landlord receives an Offer which includes both all or a portion of the Shopping Center Tract and one or more Outparcels, the Right of First Refusal contained herein shall not be deemed to encumber the Outparcels.

49.05 Right of First Refusal Not Applicable to Sale by a Publix Joint Venture. The previous provisions of this Section 49 to the contrary notwithstanding, it is expressly agreed by the Tenant and the Landlord that the Tenant's Right of First Refusal shall not be applicable to any sale, conveyance or

assignment or option to purchase or lease by any entity in which Tenant, Publix Super Markets, Inc. or Real Sub, LLC is a member or partner (a "Publix Joint Venture"), it being the intent that the Tenant's Right of First Refusal shall only apply to subsequent sales, conveyance or assignment or option to purchase or lease of all or a portion of the Shopping Center Tract by any successor in interest to a Publix Joint Venture as Landlord hereunder.

2. Definitions; Effect on Memorandum of Lease. All capitalized terms in this Amendment, unless otherwise defined or modified herein, shall have the same meaning as set forth in the Memorandum. Except as modified herein, the Memorandum remains unchanged. In the event of a conflict between the Memorandum and this Amendment, this Amendment shall control and govern.
3. Memorandum of Lease Ratified. The terms and provisions of the Memorandum, as modified by this Amendment, are hereby ratified and affirmed by the parties hereto.
4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same Amendment; provided, however, this Amendment shall not be effective until fully executed by both parties.

[signatures appear on following page]

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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

Signed, sealed and delivered in my presence
this 10 day of Nov, 2014

LANDLORD:

VALLEYDALE, LLC,
a Florida limited liability company

By: Regency Centers, L.P.,
a Delaware limited partnership
Its: Managing Member

By: Regency Centers Corporation,
a Florida corporation
Its: General Partner

D. Vato
Witness

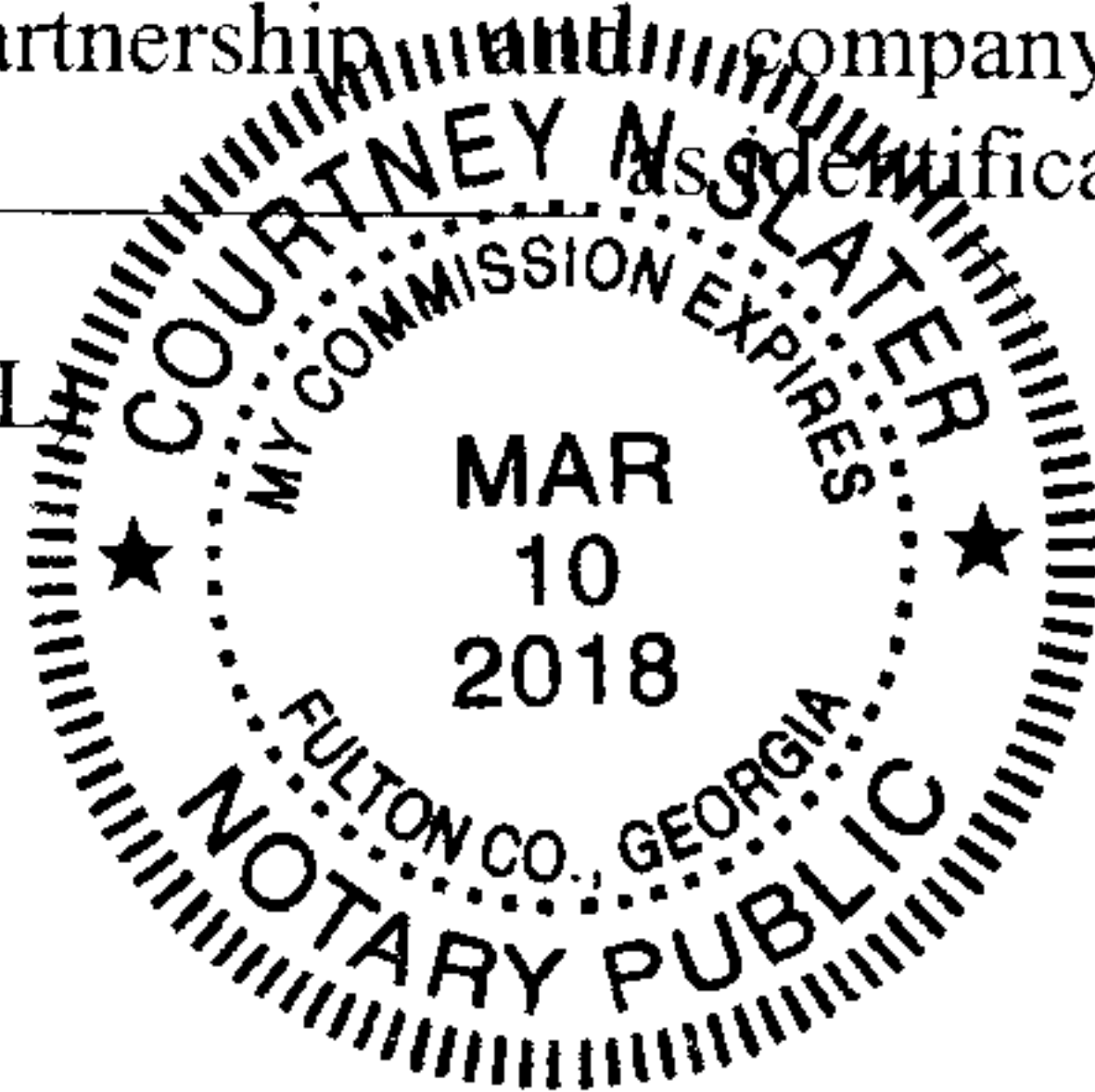
By: Andre Koleszar
Name: Andre Koleszar
As its: VP - Regional Officer

[CORPORATE SEAL]

STATE OF GA
COUNTY OF Fulton

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 10 day of Nov., 2014, by Andre Koleszar as VP of Regency Centers Corporation, a Florida corporation, in its capacity as the general partner of Regency Centers, L.P., a Delaware limited partnership, in its capacity as the managing member of Valleydale, LLC, a Florida limited liability company, on behalf of the corporation, partnership, and company. Such person is personally known to me or produced self as identification.

(NOTARY SEAL)



Courtney Slater
Printed/typed name: Courtney Slater
Notary Public-State of: Georgia
My commission expires: 3/10/18

20141125000371770 5/5 \$26.00
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Signed, sealed and delivered in my presence
this 25 day of August, 2014.

Witness Christy Leahy
Christy Leahy

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was signed, sealed, delivered, and acknowledged before me this 25 day of August, 2014, by JEFFREY CHAMBERLAIN, President of PUBLIX ALABAMA, LLC, an Alabama limited liability company, on behalf of the limited liability company. He is personally known to me.

Christy Leahy
Notary Public

My Commission Expires: _____



CHRISTY LEAHY
MY COMMISSION # EE 194458
EXPIRES: June 1, 2016
Bonded Thru Budget Notary Services

TENANT:

PUBLIX ALABAMA, LLC, an
Alabama limited liability company

By: Jeffrey Chamberlain
Jeffrey Chamberlain, its President

[CORPORATE SEAL]