

WHEREAS, the parties hereto mutually desire that the Lease shall not terminate but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged premises is made or any transfer thereof in lieu of foreclosure is made;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid by Winn-Dixie to Lender, the receipt whereof is hereby acknowledged, Lender and Winn-Dixie do hereby mutually covenant and agree as follows:

1. Lender does hereby covenant, consent and agree to and with Winn-Dixie that the Mortgage shall be and the same is hereby made subject, inferior and subordinate in all respects to the rights, title, lien, interest, options and estate of every kind of Winn-Dixie under the Lease in the same manner and to the same extent as if the Mortgage had been executed and delivered subsequent to the execution, delivery and recording of the Lease.

2. The right of possession of Winn-Dixie to the leased premises and Winn-Dixie's rights arising out of the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or the note secured thereby; nor shall Winn-Dixie be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Lease.

3. In the event that Lender or any other person acquires title to the mortgaged premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any such proceeding and Lender hereby covenants that any sale by it of the mortgaged premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Winn-Dixie thereunder.

4. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of either party hereto.