

2. The Lease shall be and hereby is made subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

3. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of either party hereto. However, Winn-Dixie agrees to execute and deliver to Lender or any person to whom Winn-Dixie herein agrees to attorn such other instrument as either shall request in order to effectuate such provisions.

4. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and without limiting such, it is expressly understood that all references herein to Lender shall be deemed to include also any subsequent holder of the Mortgage and/or any other persons succeeding to title to the premises encumbered by the Mortgage, or any part thereof, whether by virtue of foreclosure, or sale or transfer in lieu of foreclosure, or pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Kathy A. Headline
Joseph H. Lobson
As to Lender

COMMUNITY BANK

By [Signature]
Its President

Attest: [Signature]
Its Asst. Secretary

LENDER

(CORPORATE SEAL)

Laura J. [Signature]
Matthew [Signature]
As to Winn-Dixie

WINN-DIXIE GREENVILLE, INC.

By [Signature]
Its President

Attest: [Signature]
Its Secretary

WINN-DIXIE

(CORPORATE SEAL)