

SECTION I.

Upon the effectiveness of the merger of BI-LO with and into FOODHOLD pursuant to the Plan, BI-LO hereby assigns and FOODHOLD does hereby assume all of BI-LO's rights, title, interest, duties, obligations and liabilities under the Lease and FOODHOLD covenants and agrees to perform and be bound by all the terms, covenants, conditions and provisions of the Lease in the same manner and to the same extent as if FOODHOLD had originally executed the Lease, BI-LO having no further rights, title, interest, duties, obligations and liabilities under the Lease.

SECTION II.

The Lessor hereby consents to and accepts the assignment and assumption provided for in SECTION I hereof and hereby covenants and agrees that the consummation of the transactions contemplated by the Plan does not violate, or result in a breach of, any term, condition, covenant, agreement or provision of, or constitute an Event of Default under, the Lease.

SECTION III.

This Assignment by Novation may be executed in several counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment by Novation to be duly executed.

(SEAL)

GREENVILLE COUNTY, SOUTH CAROLINA

ATTEST:

*Louise R. Moore*  
Clerk

By *Larry M. Cella*  
Chairman of the County Council of  
Greenville County

Signed, sealed and delivered  
in the presence of:

*Mildred S. Whitmire*

*Frank Ellenburg*  
County Administrator

*Mary A. Turner*

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