

2. It is understood and agreed and Tenant acknowledges and consents that in conjunction with the conveyance of the fee simple title to McDonald's Corporation of the above described Parcel I and Parcel II, Landlord is simultaneously granting to McDonald's Corporation a non-exclusive perpetual easement for the purpose of vehicle and pedestrian ingress and egress to and from Parcel II, and which easement is over and across certain of the existing customer and service drives within and serving the shopping center in which Tenant's store building is located.

3. The above described excepted parcels are hereby released and discharged from the operation and effect of said long form Lease, as amended, and Short Form Lease.

4. It is mutually understood and agreed that the said Lease, as amended, and Short Form Lease, each dated May 29, 1975, shall be and remain in full force and effect and unmodified, except as the same is specifically modified and amended hereby. All covenants, terms, obligations and conditions of said Lease, as amended, and Short Form Lease, not modified or amended by this Second Amendment to Lease and First Amendment to Short Form Lease, are hereby ratified and confirmed.

WINN-DIXIE STORES, INC., a Florida corporation, Guarantor of the lease obligations of Tenant, its wholly-owned subsidiary corporation, under the aforesaid Lease dated May 29, 1975, as amended, does hereby consent and agree to the execution of the within Second Amendment to Lease and First Amendment to Short Form Lease by Tenant, and does hereby further guarantee the obligations of Tenant under said Lease, as amended, and Short Form Lease, as amended by the within Second Amendment to Lease and First Amendment to Short Form Lease.

IN WITNESS WHEREOF, the parties hereto have executed this