

"Sublease") of a part or all of the Overlease Premises (being more particularly described in said Sublease), a short form of which is to be recorded in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina, for a term of twenty (20) years commencing upon Winn-Dixie's opening for business in the premises demised to it as in said Sublease provided, subject to five (5) five (5)-year option extensions thereof, unless sooner terminated or extended as therein provided; and

WHEREAS, a copy of the said Sublease has been exhibited to the Owner and the Owner is willing to consent to said Sublease, and to approve the terms, covenants and conditions thereof, and the Owner, Lessee and Winn-Dixie are willing to agree that the Sublease shall remain in effect in the event the Overlease expires or comes to an end;

NOW THEREFORE, in consideration of the premises and in order to induce Winn-Dixie to enter into the Sublease, the parties hereto mutually covenant and agree as follows:

1. The Owner hereby consents to the execution and delivery of the Sublease by and between the Lessee and Winn-Dixie.

2. The Owner agrees with the Lessee and Winn-Dixie that no act which Winn-Dixie or Lessee is required or permitted to do under the terms of the Sublease and no failure by Winn-Dixie or Lessee to perform an act, which act, if performed, would be a breach of the Sublease, shall constitute a default under the Overlease.

3. The Lessee and Winn-Dixie agree with the Owner that they will perform and comply with all the terms, covenants and conditions of the Sublease which are binding upon them respectively. Lessee agrees with Winn-Dixie and Owner that Lessee will perform and comply with all the terms, covenants and conditions of the Overlease which are binding upon Lessee. At the request of Winn-Dixie, the Owner shall advise Winn-Dixie in writing from time to time prior to the commencement of the term of the Sublease whether the Overlease continues to be in full force and effect and whether any default by the Lessee has occurred thereunder.

4. It being understood between the parties hereto that the initial term of the Overlease is for a period of twenty (20)