

2. The Lease shall be subject and subordinate to the lien of the Mortgage and to all of 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 instruments on the part of either party hereto. However, Winn-Dixie agrees to execute and deliver to Lender or to any person to whom Winn-Dixie herein agrees to attorn such other instrument as either shall request in order to effectuate such provisions.

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 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 executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Patty L. Mc Miller  
Gladys Sullivan  
As to Lender

AMERICAN FEDERAL BANK, FSB  
By Charles J. Parberry  
Its Exe Vice-President  
Attest: Doris Coy  
Its Secretary

(CORPORATE SEAL)

LENDER

Helena S. Juckett  
John W. Dixon  
As to Winn-Dixie

WINN-DIXIE GREENVILLE, INC.  
By John W. Dixon  
Its Vice President  
Attest: F.P. Hamilton  
Its Asst. Secretary

(CORPORATE SEAL)

WINN-DIXIE

