WHEREAS, the parties hereto mutually desire that the Lease shall not terminate but rather shall remain in full force and effect in accordance with its terms in the event the Mortgage is foreclosed or any foreclosure sale of the mortgaged premises is made or any transfer thereof in lieu of foreclosure is made;

NOW THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) in hand paid by Winn-Dixie to Fidelity Federal, the receipt whereof is hereby acknowledged, Fidelity Federal and Winn-Dixie do hereby mutually covenant and agree as follows:

1. Provided Winn-Dixie is not in default under the terms of the Lease (beyond any period given Winn-Dixie to cure such default, and after notice, if any, required by the Lease), then:

(a) The right of possession of Winn-Dixie to the leased premises and Winn-Dixie's right arising out of the Lease shall not be affected or disturbed by Fidelity Federal in the exercise of any of its rights under the Mortgage or the notes secured thereby; nor shall Winn-Dixie be named as a party defendant to any foreclosure of the lien of the Mortgage, nor in any other way be deprived of its rights under the Lease.

(b) In the event that Fidelity Federal or any other person acquires title to the mortgaged premises pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any such proceeding and Fidelity Federal hereby covenants that any sale by it of the mortgaged premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Winn-Dixie thereunder; and Winn-Dixie covenants and agrees to attorn to Fidelity Federal or such other person as its new landlord and the Lease shall continue in full force and effect as a direct lease between Winn-Dixie and Fidelity Federal or such other person upon all the terms, covenants, conditions and agreements set forth in the Lease.