

It is understood that WINN & LOVETT CAROLINAS, INC., a Florida Corporation duly domesticated in the State of South Carolina, has assumed all of the obligations of BALLENTINE GROCERY STORES, INC. under the Lease Agreements hereinabove referred to, and that WINN & LOVETT GROCERY COMPANY, now WINN-DIXIE STORES, a corporation of Jacksonville, Florida, has guaranteed payment and performance of the obligations assumed by its subsidiary, WINN & LOVETT CAROLINAS, INC., hereinabove referred to.

NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. does hereby authorize, direct and empower WINN & LOVETT CAROLINAS, INC. and/or WINN-DIXIE STORES, to pay direct to STATE BANK AND TRUST CO., WARE SHOALS, S. C., the monthly rentals of Six Hundred (\$600.00) Dollars each becoming due under and pursuant to the terms of the Lease Agreement between NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. and BALLENTINE GROCERY STORES, INC. dated May 5, 1955, such payments to be made direct to said bank each and every month so long as this assignment to said bank shall continue in force and until WINN & LOVETT CAROLINAS, INC. has been instructed otherwise in writing by the said bank.

NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. agrees that so long as the indebtedness above referred to or any part thereof remains unpaid, it will procure and maintain at its own expense such insurance as required by the assignee, including fire insurance, with extended coverage, covering its insurable interest in the building located on the leased property now or to be used as a retail grocery store in an amount of not less than the unpaid principal amount of said indebtedness, and will assign the policy to STATE BANK AND TRUST CO., WARE SHOALS, S. C., as additional security, and that in the event of its failure so to do, said bank may procure such insurance, pay the premiums therefor, and the amount of such premiums, with interest thereon at five (5%) per cent per annum, shall stand secured by this assignment.

It is understood that this assignment is solely for the purpose of securing payment of the indebtedness to STATE BANK AND TRUST CO., WARE SHOALS, S. C., hereinabove referred to, and NALLEY AND LOLLIS CONSTRUCTION COMPANY, INC. agrees that it will fully perform all of its obligations under