

approve the terms, covenants and conditions thereof, and the Owners, Lessee and Winn-Dixie are willing to agree that the Sublease shall remain in effect in the event that any of the First Overlease, Second Overlease or Easement expire or come 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 Owners hereby consent to the execution and delivery of the Sublease by and between the Lessee and Winn-Dixie.

2. The Owners agree 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 First Overlease, Second Overlease or Easement.

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

4. It is understood between the parties hereto that the initial term of the First Overlease, Second Overlease and Easement are each for a period of twenty-five (25) years, subject to two (2) five (5)-year option extensions thereafter, and if for any reason one or more of such option extensions is not exercised, then the term of the Sublease, including the option extensions granted thereunder, may extend to a date subsequent to the expiration of the then current term of each of the First Overlease, Second Overlease or Easement. It is also understood between the parties hereto that the First