

Lease, or a short form thereof, is or will be recorded in the Office of the Register of Mesne Conveyances for Greenville County, South Carolina; and

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 Lender, the receipt and sufficiency of which is hereby acknowledged, Lender 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 rights arising out of the Lease shall not be affected or disturbed by Lender in the exercise of any of its rights under the Mortgage or the Note 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 Lender 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 Lender 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, except that Lender or any third person acquiring interest of the Landlord as a result of any such action or proceeding shall not be (a) bound by any rent paid in advance without its knowledge otherwise than is called for by the Lease, or (b) bound by any amendment or modification of the Lease made without Lender's prior written consent, or (c) liable for any claims of Winn-Dixie against

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