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4. 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 right and remedies under the Mortgage, or otherwise.

5. Any notice required between the parties under the terms of this Agreement or of the Lease referred to herein shall be effective when sent to the party to whom notice must be given by certified mail, return receipt requested, addressed to the address first set out in this document, or to such other address as one party may specify in writing to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Michael R Jones
Jo Anne Williams
As to Lender

THE LIFE INSURANCE COMPANY OF VIRGINIA

By [Signature]
Its Investment Officer President

Attest: [Signature]
Its Asst. Secretary

LENDER

(CORPORATE SEAL)

[Signature]
John W. Davis
As to Winn-Dixie

WINN-DIXIE GREENVILLE, INC.

By [Signature]
Its Vice President

Attest: [Signature]
Its Secretary

WINN-DIXIE

(CORPORATE SEAL)

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