UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	
	:	**Chapter 11**
SOUTHEASTERN GROCERS, LLC, *et al.*	:	**Case No. 18–10700 (MFW)**
Debtors.[1]	:	**(Jointly Administered)**

NOTICE OF SALE

PLEASE TAKE NOTICE that, on March 27, 2018 (the "**Petition Date**"), Southeastern Grocers, LLC and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**"), each commenced with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") a voluntary case under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**").

PLEASE TAKE FURTHER NOTICE that, on April 2, 2018, the Bankruptcy Court entered the *Order Approving Discrete Lease Sale Procedures* [D.I. 162] (the "**Discrete Procedures Order**"), whereby the Bankruptcy Court authorized the Debtors to, among other things, sell certain underperforming stores and assign associated leases (the "**Stores**") free and clear of all liens, claims, encumbrances, and interests. An electronic copy of the Discrete Procedures Order can found at: http://cases.primeclerk.com/SEG/.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Discrete Procedures Order, the Debtors hereby (i) provide notice of their intent to enter into a Lease Sale Transaction with respect to certain assets (the "**Assets**") with Publix Super Markets, Inc. (the "**Counterparty**") pursuant to that certain Lease Sale Agreement, dated April 25, 2018, a copy of which is attached hereto as **Exhibit A** (the "**Agreement**"),[2] and (ii) request entry of an order,

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Southeastern Grocers, LLC (5190); ARP Ballentine LLC (6936); ARP Chickamauga LLC (9515); ARP Hartsville LLC (7906); ARP James Island LLC (9163); ARP Moonville LLC (0930); ARP Morganton LLC (4010); ARP Winston Salem LLC (2540); BI-LO Finance Corp. (0498); BI-LO Holding Finance, Inc. (9227); BI-LO Holding Finance, LLC (1412); BI-LO Holding, LLC (5611); BI-LO, LLC (0130); Dixie Spirits Florida, LLC (6727); Dixie Spirits, Inc. (2359); Opal Holdings, LLC (2667); Samson Merger Sub, LLC (4402); Winn-Dixie Logistics, LLC (2949); Winn-Dixie Montgomery Leasing, LLC (6899); Winn-Dixie Montgomery, LLC (2119); Winn-Dixie Properties, LLC (7105); Winn-Dixie Raleigh Leasing, LLC (6812); Winn-Dixie Raleigh, LLC (0665); Winn-Dixie Stores, Inc. (4290); Winn-Dixie Stores Leasing, LLC (7019); Winn-Dixie Supermarkets, Inc. (8837); and Winn-Dixie Warehouse Leasing, LLC (6709). The Debtors' mailing address is 8928 Prominence Parkway, #200, Jacksonville, Florida 32256.

[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Discrete Procedures Order or the Agreement, as applicable.

substantially in the form attached hereto as **Exhibit B** (the "**Proposed Order**") approving the Agreement and the transactions contemplated therein. The material terms of the Agreement are as follows[3]:

- **Description of Assets**: The Assets consist of the lease referenced below (the "**Lease**") and the additional assets referenced below (the "**Additional Assets**"):

Lease	
Landlord Name and Address	Seneca 130, LLC P.O. Box 1929 Easley, SC 29641
Store Number and Banner	5419 BI-LO
Real Property Address	115 Rochester Hwy. Seneca, SC 29672
Lease Expiration Date	11/30/2021
Additional Assets	
Description	Permits/Licenses FF&E
Location	Store 5419

- **Purchase Price**. The Counterparty has agreed to pay a purchase price of $100,000.00 for the Assets.

- **Economic Terms and Conditions of the Proposed Transaction**. The Debtors propose to sell or dispose of the Assets to Counterparty on an "as is" basis, free and clear of all liens, claims, encumbrances and other interests therein, pursuant to section 363(f) of the Bankruptcy Code (the "**Transaction**").

- **Liens and Encumbrances on and Other Interests in the Assets**. The Debtors are aware of remaining liens and/or encumbrances on the Assets granted under: (1) *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507, Fed. R. Bankr. P. 2002, 4001 and 9014, and Del. Bankr. L.R. 4001-2 (I) Authorizing the Debtors to Use Cash Collateral of the Prepetition Secured Parties, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Prescribing Form and Manner of Notice of and Scheduling Final Hearing, and (IV) Granting Related Relief* [D.I. 133]; (2) Amended and Restated ABL Credit Agreement, dated as of May 21, 2014, among BI-LO Holding, LLC, as holdings, BI-LO, LLC, as borrower, the lenders party thereto and Deutsche Bank AG New York Branch, as administrative agent and collateral agent; and (3) Indenture (as amended, supplemented, or otherwise modified prior to the

[3] The descriptions contained herein of the Agreement and the Assets are qualified in their entirety by the terms of the Agreement. In the event of any inconsistencies between the provisions of the Agreement and the general descriptions contained herein, the Agreement shall control.

Commencement Date), dated as of February 3, 2011, pursuant to which BI-LO, LLC and BI-LO Finance Corp. issued Senior Secured Notes due 2019. To the extent that any party has liens and encumbrances on or interests in the Assets, the Debtors believe that any such liens, encumbrances or interests would be subject to monetary satisfaction in accordance with section 363(f)(5) of the Bankruptcy Code, and such liens, encumbrances or interests will attach to the proceeds of the sale in their same order of priority.

PLEASE TAKE FURTHER NOTICE that, in connection with the Transaction, the Debtors seek to assume and assign the Lease to Counterparty. Pursuant to the Discrete Procedures Order, the Debtors hereby provide the following Assumption and Assignment Information:[4]

Store No.	**5419**
Proposed Effective Date of Assumption and Assignment	May 18, 2018
Proposed Cure Amount	$0.00
Counterparty's Name, Address, and Email Address	Publix Super Markets, Inc. 3300 Publix Corporate Parkway Lakeland, FL 33811 Attn: Robert S. Balcerak Email: bob.balcerak@publix.com

PLEASE TAKE FURTHER NOTICE that the Debtors hereby certify that, contemporaneously with the filing of this Notice, the Debtors have caused to be served by email and overnight mail on the Cure Notice Parties demonstrating the Counterparty's ability to comply with the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code and, if applicable, section 365(b)(3) of the Bankruptcy Code, including, without limitation, Counterparty's financial wherewithal and willingness to perform under the Lease (such information, the "**Adequate Assurance Information**"). The Adequate Assurance Information may include, among other things, (a) the exact name of the proposed assignee of the Lease; (b) the proposed assignee's and any guarantor's tax returns and/or audited financial statements (or un-audited financial statements, if audited financials are not available); (c) the number of stores the proposed assignee operates and all trade names that the proposed assignee uses; (d) a statement setting forth the proposed intended use of the premises by the assignee; (e) the proposed assignee's retail experience and experience operating grocery stores; (f) the proposed assignee's business plan; and (g) any financial projections, calculations, and/or financial pro-formas prepared in contemplation of purchasing the Assets; provided that, for the avoidance

[4] The Debtors are in the process of reconciling amounts that accrued during 2017 under the Lease, primarily with respect to CAM and utilities, real estate and other taxes. The Debtors will pay any such amounts that come due prior to the assumption and assignment of the Lease in the ordinary course pursuant to that certain *Interim Order Pursuant to 11 U.S.C. §§ 105, 362, 363, and 503 Authorizing Payment of Prepetition Trade and Other Unimpaired Claims in Ordinary Course of Business* [D.I. 111]. Within two (2) days of the proposed effective date of assumption and assignment for each Lease, the Debtors will pay any final reconciled amounts in full satisfaction of prepetition amounts owed to the landlord. The Debtors do not believe any other amounts will be owed to landlords upon the assumption and assignment of the Lease. As such, the Proposed Cure Amount for each Lease is currently listed as $0.00.

of doubt, the foregoing list is not exhaustive and failure to provide any of the foregoing information will not constitute a determination that adequate assurance has not been provided and all parties reserve their rights with respect to such determination.

PLEASE TAKE FURTHER NOTICE that the Adequate Assurance Information is being provided to the Cure Notice Parties on a confidential basis. To the extent any of the Cure Notice Parties wish to disclose this non-public information in an objection filed with the Bankruptcy Court, such Cure Notice Parties must file such objection under seal and serve unredacted versions of such objections upon the Debtors and the Court. Pursuant to the Discrete Procedures Order, the Cure Notice Parties are not required to obtain separate authority from the Bankruptcy Court to file the objection under seal.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed Transaction, (an "**Objection**"), including to the assumption and assignment of the Lease in connection therewith and/or the proposed cure amount(s) set forth in this Notice, must: (i) be in writing; (ii) state with specificity the nature of the objection; and (iii) be filed with the Bankruptcy Court and served on (a) Southeastern Grocers, LLC, 8928 Prominence Parkway, #200, Jacksonville, FL 32256 (Attn: M. Sandlin Grimm, Esq.); (b) proposed counsel to the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C., Matthew S. Barr, Esq., and Sunny Singh, Esq.); and (c) Evercore Partners LLC, 55 East 52nd Street, New York, NY 10055 (Attn: Stephen R. Goldstein and Elliot A. Ross) (the "**Debtor Notice Parties**"), so that it is actually received by the Debtor Notice Parties no later than **fourteen (14) calendar days after the date of service of this Sale Notice** (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that, if any Objections are timely filed and served by the Objection Deadline and the Debtors are unable to negotiate a consensual resolution with the objecting parties, the Objections will be deemed a request for a hearing and the Transaction will be considered at a hearing before the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that, if no Objections are timely filed with the Bankruptcy Court and served by the Objection Deadline, the Debtors shall submit the Proposed Order under certification of counsel to the Bankruptcy Court for entry.

Dated: April 25, 2018
Wilmington, Delaware

/s/ *Amanda R. Steele*

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-and-

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Attorneys for Debtors
and Debtors in Possession

Exhibit A

Agreement

PRIVILEGED & CONFIDENTIAL
EXECUTION VERSION

LEASE SALE AGREEMENT

THIS LEASE SALE AGREEMENT (this "**Agreement**") is made as of April 25, 2018 by and among BI-LO, LLC, a Florida limited liability company ("**Seller**" or "**Tenant**"), Publix Super Markets, Inc., a Florida corporation ("**Buyer**", and collectively with Seller, the "**Parties**"), and Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, a professional association ("**Escrow Agent**").

W I T N E S S E T H:

WHEREAS, Seller is the tenant under that certain lease more specifically described on Exhibit A attached hereto and made a part hereof (together with any amendments, modifications, extensions and renewals, collectively, the "**Lease**"), with respect to all or a portion of certain real property described therein (the "**Leased Premises**");

WHEREAS, Seller and certain of its Affiliates filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") on March 27, 2018 in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**");

WHEREAS, pursuant to that certain *Order Approving Discrete Lease Sale Procedures* entered by the Bankruptcy Court on April 2, 2018 [Docket No. 162] (the "**Discrete Procedures Order**"), and subject to any approval of the Bankruptcy Court required by the Discrete Procedures Order, Seller desires to sell, assign, convey and transfer all of its rights, title and interests as tenant under the Lease, together with all of its rights, title and interests as owner of the FF&E; and

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, pursuant to section 363 of the Bankruptcy Code and in accordance with the Discrete Procedures Order, Buyer desires to purchase and accept such assignment and assume all rights, title, interests and obligations of Tenant under the Lease, and FF&E to the extent set forth herein, subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby reciprocally acknowledged, Seller and Buyer agree as follows:

1. Consideration. The consideration for the sale of the Lease and any security deposits held by the respective landlords in connection therewith, together with [permits and licenses (to the extent assignable, other than liquor licenses), and FF&E to the extent set forth herein, (the foregoing, as applicable, collectively, the "**Acquired Assets**"), shall be equal to One Hundred Thousand and No/100 Dollars ($100,000.00) (the "**Purchase Price**").

Buyer's submission of an executed copy of this Agreement along with the Deposit (as defined below) shall be deemed an irrevocable offer subject only to the rights of termination provided

herein.

2. Payment of Purchase Price. The Purchase Price shall be paid to Seller by Buyer as follows:

a. Deposit. Upon execution of this Agreement, Buyer shall deposit with Escrow Agent by a bank wire transfer of immediately available federal funds to an account designated by Escrow Agent the sum of Fifteen Thousand and No/100 Dollars ($15,000.00 (together with any and all interest thereon, the "**Deposit**"), which Deposit shall be held by Escrow Agent in accordance with the terms of Section 45.

b. Closing Payment. On the Closing Date (as defined below) the Purchase Price, as adjusted by the application of the Deposit (the "**Closing Payment**"), shall be paid by Buyer by wire transfer of immediately available federal funds to the account designated on Exhibit E hereto or as otherwise designated in writing by Seller.

3. Allocation. If, at least three (3) Business Days prior to Closing, either Seller or Buyer requests a further allocation of the Purchase Price (and all other relevant items) among the Acquired Assets, the Parties mutually agree to determine in good faith an appropriate allocation to be reflected in writing no later than the Closing (the "**Allocation Schedule**"). The Allocation Schedule shall be conclusive and binding on the Parties, and Seller and Buyer agree to (and agree to cause their respective subsidiaries and Affiliates to) prepare, execute, and file all Tax Returns on a basis consistent with the Allocation Schedule (including any update thereto). None of the Parties will take any position inconsistent with the Allocation Schedule (including any update thereto) on any Tax Return or in any audit or Tax proceeding, unless otherwise required by a final determination by a Governmental Authority. The Allocation Schedule may be updated from time to time by mutual agreement of the Parties and as necessary to reflect any adjustment to the Purchase Price for applicable Tax purposes or as required by applicable Law.

4. Intentionally omitted.

5. Excluded Assets. The Seller shall be solely liable for Cure Costs. Notwithstanding anything in this Agreement to the contrary, except for the Acquired Assets, Seller shall retain all of its other assets, rights and properties (collectively, the "**Excluded Assets**"), and Buyer shall in no way be construed to have purchased or acquired (or be obligated to purchase or acquire) any interest whatsoever in any of the Excluded Assets, including the following:

a. all cash, cash equivalents, checks, refunds (including Tax refunds), deposits, bank accounts, and accounts and notes receivable;

b. all inventory and personal property not included in FF&E;

c. all assets related to Seller's distribution centers, corporate offices or stores or other operating locations not included in the Leased Premises;

d. all Contracts, including all of Seller's insurance policies;

e. all Computer and Security Equipment, except to the extent specific items are listed on Schedule II;

f. all of the prepaid expenses of the Business;

g. all of Seller's trade names, trademarks, logos, service marks, copyrights and other intellectual property, whether relating to the Leased Premises, the Business or otherwise; and

h. all of Seller's signs, bags, other Supplies and any equipment displaying the "Winn-Dixie" logo or similar mark of Seller or its Affiliates from which the logo cannot be removed without disabling or damaging such assets.

6. Employees of Seller.

i. Seller shall terminate, transfer or relocate, as of or at any time before the Closing Date, the employment of all of Seller's store level employees at the Leased Premises ("**Store Employees**"). Seller shall remain responsible for payment of (i) all amounts accruing, prior to the Closing, to or for all of the Store Employees, and (ii) all amounts accruing, from and after the Closing, to or for those Store Employees who continue to work for Seller or its Affiliates from or after the Closing; including expenses for accrued wages and salary, vacation pay, severance pay and any other employee benefits. Seller shall, in any event, be solely responsible for all damages, for any violation of the Worker Adjustment and Retraining Notification Act ("**WARN Act**") by virtue of insufficient advance notice to the Store Employees of the transaction described herein as required by the WARN Act or any similar state statute or regulation. .

ii. Buyer will employ Buyer's own workforce on the terms and conditions of employment established by Buyer. From and after the transaction contemplated by this Agreement is announced to the public through and with the consent of both parties, Buyer, at its sole discretion, may contact and communicate with Seller's Store Employees, including without limitation, any pharmacists, regarding employment opportunities, if any, with Buyer; provided such contact and communications shall not interfere with Seller's store operations. Notwithstanding the foregoing, Buyer shall not be in breach of this Agreement for: (i) communicating with Seller's Store Employees, if any Store Employee initiates discussions with Buyer regarding employment without any direct or indirect solicitation by Buyer; (ii) Buyer, in the ordinary course of business, making generalized searches for employees by use of advertisements in any medium, or hires any individual responding to such advertisements; or (iii) communications with Seller's Store Employees conducted through Seller.

iii. Seller shall have the sole and absolute obligation arising under its employee benefit plan or any local, state or federal law related to employment of the Store Employees prior to the Closing Date regardless of whether such claim arises before

or after the Closing Date, including but not limited to, claims for workers compensation benefits, unlawful discrimination, unpaid wages, statutory mandated leaves of absence or any other claim by such employees regarding their employment with Seller. Seller acknowledges Buyer is not assuming any employee benefit plans, employee contracts, or any collective bargaining agreements between Seller and any labor organizations, including, in connection thereto, any debts, obligations, responsibilities, liabilities, claims, damages, judgments or settlements arising therefrom.

iv. Buyer agrees to interview all Store Employees who properly seek employment through Buyer's deal specific employment application process, provided: (i) Seller provides to Buyer at Closing a list of Seller's employees whose job location was at the Leased Premises, and whose employment ended, or is ending solely as a result of the transaction contemplated by this Agreement; (ii) such Store Employees apply for positions that they are qualified for; (iii) Buyer has a current need to fill such position in the area; (iv) such Store Employees make application prior to, or within thirty (30) days after, Closing of the transactions contemplated by this Agreement; and (v) each such Store employee identifies themselves as one of the employees on Seller's list. Buyer's sole obligation under this paragraph (iv) is to interview such Store Employees, and any offers of employment shall be at Buyer's sole discretion.

7. Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Weil, Gotshal & Manges LLP located at 767 Fifth Avenue, New York, New York, or such other location as shall be mutually agreed upon by Seller and Buyer commencing at 10:00 a.m. local time upon three (3) days prior written notice from Seller on a date that is no later than May 30, 2018 (the "**Closing Date**"). Seller shall have a one-time right to adjourn the Closing for up to thirty (30) days on written notice delivered no less than three (3) Business Days' prior to the then scheduled Closing Date. For purposes of this Agreement and the transactions contemplated hereby, the Closing will be deemed to occur and be effective at 12:01 a.m., New York City time, on the Closing Date.

8. Assignment. As of the Closing Date, pursuant to the Sale Order, Tenant shall sell, grant, transfer and assign to Buyer, without, except as otherwise expressly provided herein, representation or warranty of any kind, all of its right, title, and interest in and to the Lease and the FF&E.

9. Assumption. On and after the Closing Date, Buyer shall assume all of the covenants, agreements, and obligations of Tenant as "tenant" under the Lease, to the extent it arises from and after the Closing Date. In further consideration of the above assignment, Buyer hereby agrees that it shall, as of the Closing Date: (a) perform all of the covenants, conditions and agreements of the Lease (including making all payments) as if Buyer were the original tenant under the Lease, and (b) that the Lease shall remain in full force and effect. As of the Closing Date, Seller shall have no further liabilities or obligations with respect to the Lease, including, but not limited to, obligations related to rents, utilities, Taxes, insurance and common area maintenance, regardless of when due and payable, and Seller shall be released from all such obligations by Buyer and Buyer shall fully indemnify and hold harmless Seller with respect

thereto. No Person, other than Buyer, shall be deemed a beneficiary of the provisions of this Section 9.

10. Prorations/Adjustments. Ad valorem and property Taxes, rent (including common area expenses and any other obligations for reimbursement for landlord's expenses ("**Reimbursables**") under the Lease), all utilities, operating expenses and other apportionable expenses, paid or payable by Seller with respect to the Acquired Assets on the Closing Date shall be apportioned *pro rata* on a per diem basis as of the Closing Date. To the extent reasonably practical, Seller shall cause any and all public utilities to issue final bills to Seller on the basis of readings made as of the Closing Date and all such bills shall be paid by Seller. If any amounts cannot be definitely calculated on the Closing Date, they shall be estimated based on the corresponding amounts from 2017. No post-assignment reconciliations or adjustments of any kind shall occur after Closing. Buyer shall receive the benefits and burdens for all adjustments under the Lease that occur after the Closing Date (regardless of the period in question that is subject to the adjustment), including year-end adjustments for Taxes, fees, any common area maintenance charges, and percentage rent for calendar year 2018 and thereafter, and Buyer shall fully indemnify and hold harmless Seller with respect thereto.

11. Closing Deliverables. On the Closing Date:

a. Seller shall deliver to Buyer (i) a duly executed copy of: (A) an Assignment and Assumption of Lease for each Lease in the form attached hereto as Exhibit B ("**Assignment and Assumption of Lease**"); (B) a FIRPTA Certificate; (C) if applicable, Transfer Tax forms or certifications provided by Buyer as more specifically described in Section 12(a) below; (D) if applicable, a Quitclaim Bill of Sale in the form attached hereto as Exhibit C (the "**Quitclaim Bill of Sale**"); (E) a landlord notice, in the form attached hereto as Exhibit D, (ii) the originals, or if for any reason Seller does not have an original in their possession, copies of all Lease and the Estoppel Certificates for the Lease, (iii) to the extent in the possession or control of Seller, keys to the Leased Premises, (iv) alarm and access codes to the Leased Premises, (v) an order entered by the Bankruptcy Court approving this Agreement and authorizing Seller to consummate the transactions contemplated herein (the "**Sale Order**); and (vi) physical possession of the Leased Premises in broom clean condition, free of (1) all occupants and Persons and (2) all Excluded Assets, which Excluded Assets shall be removed and properly disposed of offsite (*i.e.*, outside of the applicable Leased Premises) at no cost or expense to Buyer.

b. Buyer shall deliver to Seller: (i) a duly executed counterpart of each of the Assignment and Assumption of Lease; and (ii) an executed copy of all Transfer Tax forms or certifications as may be required by each state, county or municipality to record the Assignment and Assumption of Lease and effectuate the transactions contemplated herein. All documents executed and delivered by Buyer pursuant to this Section 11(b) shall be in form and substance reasonably satisfactory to Seller.

12. Transfer Taxes.

a. Buyer shall be responsible for the preparation, delivery and recordation of any and all real estate Transfer Tax forms or certifications required by any Governmental Authority (unless Seller notifies Buyer that they will prepare any such forms or certifications), with Buyer being responsible for any payment required therewith as provided in Section 13. The Party that is required by applicable law to file or record any other Transfer Tax forms or certifications shall prepare and timely file and record such forms or certifications (unless Seller notifies Buyer that they will prepare any such forms or certifications), with Buyer being responsible for any payment required therewith with respect to the Acquired Assets as provided in Section 13. The Parties hereto shall cooperate in making, in a timely manner, all such tax returns, filings, reports, forms and other documentation as are necessary or appropriate to comply with all applicable Laws in connection with the payment of Transfer Taxes and shall cooperate in good faith to minimize, to the fullest extent possible under such laws, the amount of any such Transfer Taxes. At Seller's request, all Transfer Tax forms and certifications, along with payment therefor, shall be delivered by Buyer to Seller for recordation and payment with the appropriate Governmental Authority. To the extent required by applicable Law, Seller shall execute any Transfer Tax forms or certifications.

b. The provisions of this Section 12 shall survive Closing.

13. Closing Costs.

a. Seller and Buyer shall each pay their own attorneys' fees and expenses. Buyer shall pay (i) all state, county and local Transfer Taxes required to be paid in connection with the assignment and assumption of the Lease, and the consummation of the transactions contemplated herein, all of which amounts shall be paid, if applicable, to the proper Governmental Authority on or prior to the Closing Date, and (ii) all title and escrow charges, if any.

b. Except as otherwise provided in this Agreement, all other costs and expenses of the transaction contemplated by this Agreement shall be borne by Buyer.

c. Buyer agrees to fully indemnify and hold Seller harmless for, from and against any loss, cost, claim, damage or expense incurred, directly or indirectly, by Seller as a result of Buyer's failure to pay any Taxes or costs pursuant to clauses (a) and (b) above. Buyer's obligations in this Section 13 shall survive the Closing Date.

14. Conditions to Closing.

a. Conditions to Buyer's Obligations. Buyer's obligation to consummate the transactions contemplated hereby in connection with the Closing is subject to satisfaction or waiver of the following conditions:

i. the representations and warranties set forth in Section 22(a) shall have been true and correct on the date hereof and as of the Closing (except to the extent

expressly made as of an earlier date, in which case as of such date as if made at and as of such date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have a material adverse effect on the condition of Acquired Assets as a whole or on the ability of Seller to consummate the transactions contemplated herein;

ii. Seller shall have performed and complied with its covenants and agreements hereunder through the Closing in all material respects;

iii. each delivery contemplated by Section 11(a) to be delivered to Buyer shall have been delivered;

iv. Seller shall have delivered to Buyer an Estoppel Certificate substantially in the form of Exhibit G, and materially in conformance with the terms of the Lease as provided to Buyer, hereto from each Landlord under the Lease (collectively the "**Estoppel Certificates**");

v. no proceeding or investigation shall have been instituted before or by any court or governmental body (a) to restrain or prevent the carrying out of the contemplated transaction by this Agreement, or (b) that would reasonably be expected to materially adversely affect Buyer's right to own, operate, and control the Acquired Assets after the Closing;

vi. Seller shall deliver the Leased Premises in vacant, broom clean condition with all FF&E; and

vii. the Sale Order shall have been entered and the transactions contemplated by this Agreement shall have been authorized by the Bankruptcy Court, and no order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

b. Conditions to Seller's Obligations. Seller's obligations to consummate the transactions contemplated hereby in connection with the Closing are subject to satisfaction or waiver of the following conditions:

(i) the representations and warranties set forth in Section 22(b) shall have been true and correct on the date hereof and as of the Closing (except to the extent expressly made as of an earlier date, in which case as of such date as if made at and as of such date), except where the failure of such representations and warranties to be so true and correct has not had and would not reasonably be expected to have a material adverse effect on the ability of Buyer to consummate the transactions contemplated herein;

(ii) Buyer shall have performed and complied with all of its covenants and agreements hereunder through the Closing in all material respects;

(iii) each payment contemplated by Section 2 to be made to Seller shall have been made, and each delivery contemplated by Section 11(b) to be delivered to Seller shall have been delivered;

(iv) the Sale Order shall have been entered and the transactions contemplated by this Agreement shall have been authorized by the Bankruptcy Court, and no order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date; and

(v) the Guarantor shall have received a full release with respect to Guarantor's obligations under the Guaranty. This condition to Closing may not be waived by Seller without the written consent of the Guarantor.

c. No Frustration of Closing Conditions. Neither Buyer nor Seller may rely on the failure of any condition to their respective obligations to consummate the transactions contemplated hereby set forth in Section 14(a) or Section 14(b), as the case may be, to be satisfied if such failure was caused by such Party's or its Affiliate's failure to use its reasonable best efforts to satisfy the conditions to the consummation of the transactions contemplated hereby or by any other breach by such Party or its Affiliates hereunder.

15. No Other Contingencies. Buyer expressly agrees and acknowledges that Buyer's obligations hereunder are not in any way conditioned upon or qualified by Buyer's ability to obtain financing of any type or nature whatsoever (i.e., whether by way of debt, financing or equity investment or otherwise) nor upon Buyer's ability to obtain title insurance.

16. Termination of Agreement.

a. The Parties may terminate this Agreement at any time prior to the Closing as provided below:

i. by the mutual written consent of the Parties;

ii. by any Party by giving written notice to the other Party if any court of competent jurisdiction shall have enacted or issued a Law or Decree permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement and such Law or Decree or other action shall have become final and non-appealable; provided, however, that the right to terminate this Agreement under this Section 16(a)(ii) shall not be available to Buyer if the failure to consummate the Assignment because of such action by a Governmental Authority shall be due to the failure of Buyer to have fulfilled any of its obligations under this Agreement.

b. Seller may terminate this Agreement at any time prior to Closing if Buyer fails to satisfy the requirement set forth under Section 14(b)(iii), including delivery of the Deposit required hereunder. In such case, the Agreement shall be rendered null and void, Sellers shall be entitled to retain any and all consideration already paid to Seller or Escrow Agent, including, but not limited to, the Deposit.

c. Buyer may terminate this Agreement if Seller fails to satisfy the requirements set forth under Section 14(a), so long as Seller's failure is not caused by actions taken by Buyer. In such case, the Agreement shall be rendered null and void, Buyer shall be entitled to the return of any and all consideration already paid to Seller or Escrow Agent, including, but not limited to, the Deposit. Notwithstanding the foregoing, Seller shall have the right to extend the Closing Date to June 30, 2018, if needed to satisfy the requirements set forth under Section 14(a), by providing written notice to Buyer within five (5) days of Seller's receipt of Buyer's notice of termination pursuant to this Section 16(c).

d. Effect of Termination. If any Party terminates this Agreement pursuant to Sections 16(a), 16(b) or 16(c), all rights and obligations of the Parties hereunder shall terminate upon such termination and shall become null and void (except this Section 166, Sections 21 and thereafter, and Schedule I shall survive any such termination) and no Party shall have any Liability to the other Party hereunder; provided, however, that nothing in this Section 166 shall relieve any Party from Liability for any breach occurring prior to any such termination set forth in this Agreement; provided, further, that other than in the case of fraud or willful misconduct, (a) the maximum Liability of Seller under this Agreement shall not exceed the reasonable out of pocket expenses incurred by Buyer and (b) the maximum liability of Buyer under this Agreement shall not exceed the Deposit.

17. Delivery; "AS IS" Transaction.

a. Buyer acknowledges that it has fully inspected or waived the right to inspect the Leased Premises prior to the execution of this Agreement and does hereby assume all of the risks, including, but not limited to, latent defects in the Leased Premises. Seller shall not be obligated to do any work or alter, restore, repair or develop the Leased Premises, but Seller shall deliver the Leased Premises in vacant, broom clean condition, and with all FF&E. Any work (including demolition) which may be necessary to adapt the Leased Premises for Buyer's occupancy or for the operation of Buyer's business therein shall be the sole responsibility of Buyer and shall be performed by Buyer at its sole cost and expense, in accordance with the terms of the Lease.

b. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT SELLER MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO: ANY MATTER RELATED TO THE LEASE OR THE LEASED PREMISES (INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED FROM OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE LEASED PREMISES; THE PHYSICAL CONDITION OF THE LEASED PREMISES; THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIALS IN, ON OR ABOUT THE LEASED PREMISES OR ANY OTHER MATTER RELATED TO THE ENVIRONMENTAL CONDITION OF THE LEASED PREMISES; THE ZONING OF THE LEASED PREMISES; THE POSSIBILITY OF DEVELOPING OR USING THE LEASED PREMISES IN THE MANNER CONTEMPLATED BY BUYER OR OBTAINING ANY CONSENTS, APPROVALS, PERMITS, AUTHORIZATIONS OR ENTITLEMENTS IN CONNECTION

THEREWITH; THE VALUE OF THE LEASE OR THE LEASED PREMISES; THE FITNESS OF THE LEASED PREMISES, FOR ANY PARTICULAR PURPOSE OR USE; THE ACCURACY, COMPLETENESS, OWNERSHIP OR TRANSFERABILITY OF ANY DOCUMENTS OR OTHER MATERIALS FURNISHED TO BUYER WITH RESPECT TO THE LEASED PREMISES (OR ANY PORTION THEREOF); OR ANY OTHER MATTER OR THING RELATED TO THE LEASE OR THE LEASED PREMISES). BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS OR SKETCHES, PROJECTIONS, PRO FORMAS, STATEMENTS, REPRESENTATIONS, GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, OR MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER. BUYER ALSO ACKNOWLEDGES THAT BUYER HAS CONDUCTED OR WAIVED THE RIGHT TO CONDUCT AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE LEASED PREMISES AND ALL SUCH OTHER MATTERS RELATED TO OR AFFECTING THE LEASED PREMISES AND/OR THE LEASE, AS BUYER DEEMED NECESSARY OR APPROPRIATE AND BUYER IS ACQUIRING THE LEASE AND THE LEASED PREMISES, BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS OR BUYER'S INDEPENDENT JUDGMENT, AND BUYER IS NOT RELYING UPON ANY REPRESENTATIONS OF SELLER OR SELLER'S AGENTS. ACCORDINGLY, BUYER HEREBY ACCEPTS THE LEASED PREMISES AND FF&E IN THEIR "AS IS, WHERE IS," "WITH ALL FAULTS," CONDITION AND ALL LATENT OR PATENT DEFECTS.

c. THE PROVISIONS OF THIS SECTION 17 SHALL SURVIVE CLOSING.

18. Stores Closed. The Parties acknowledge and agree that Seller has ceased (or will cease before the Closing Date) operations at the Leased Premises.

19. Intentionally Omitted.

20. Release; Indemnity. Pursuant to section 365(k) of the Bankruptcy Code, on and after the Closing Date, Buyer and its successors and assigns, subsidiaries, affiliates, and all of their respective current and former officers, directors, principals, controlling shareholders, managing members, general partners, agents, employees, advisors and professionals (collectively, with respect to either Party, the "**Related Parties**") hereby release, and agree to defend and indemnify Seller and its respective Related Parties against, and hold Seller and its respective Related Parties harmless from, any and all claims, actions, proceedings, suits, costs, Liabilities, losses, damages or expenses (including, without limitation, reasonable attorneys' fees and disbursements) that accrue after the Closing Date, whether foreseen or unforeseen, in connection with this Agreement, the Lease, and the Leased Premises, including, without limitation, the (i) performance or observance of, or the failure or refusal to perform or observe any agreement or obligation of the Tenant under the Lease or any term or provision thereof

required to be performed by the Tenant under the Lease, or (ii) compliance with Environmental Laws or performance of, or the failure or refusal to perform, any Legal Requirements..

21. Casualty and Condemnation.

a. Seller agrees to give Buyer prompt written notice of any fire, flood or similar casualty affecting any portion of the Leased Premises or of any actual or threatened (to the extent that Seller has current knowledge thereof) taking or condemnation of all or any portion of any Leased Premises.

b. If prior to Closing there shall occur: (i) damage to any Leased Premises caused by fire or other casualty; or (ii) the taking or condemnation of all or any portion of the Leased Premises; then, in each case, the Closing Date shall occur as provided in this Agreement, and Buyer shall be assigned at the Closing Date (A) all interest of Seller in and to any insurance proceeds (including, but not limited to, any proceeds of business interruption insurance for the period after the date of the Closing Date), subject to all applicable deductible amounts or (B) condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing Date for the direct cost of the repair of any of the damage or taking that Seller may elect, in its sole discretion, to undertake or in pursuing the collection of any such insurance proceeds or participating in any condemnation proceeding.

c. The Parties hereby waive the provisions of the Uniform Vendor and Purchaser Risk Act (to the extent the same is applicable to the Leased Premises) and of any other Law to the same or similar effect, and agree that the same shall not apply to this Agreement.

22. Representations and Warranties.

a. Seller represents and warrants to the Buyer that the statements contained in this Section 22(a) are true and correct as of the date of this Agreement and as of the Closing Date except as (i) set forth in any materials or information furnished to Buyer by Seller or (ii) disclosed in any forms, statements or other documents filed with the Bankruptcy Court:

i. Organization of Seller; Good Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the Laws of Florida and has, subject to the necessary authority from the Bankruptcy Court, all requisite power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

ii. Authorization of Transaction. Subject to the Bankruptcy Court's entry of the Sale Order and any other necessary order to close the sale of the Acquired Assets, Seller has full power and authority to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which Seller is a party have been duly authorized by Seller. This Agreement has been duly executed and delivered by Seller and upon due execution hereof by Seller, this Agreement (assuming due authorization and delivery by Buyer) shall constitute,

subject to the Bankruptcy Court's entry of the Sale Order and any other necessary order to close the sale of the Acquired Assets, the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity.

iii. Title to Property; Encumbrances. Seller has good title to all the Acquired Assets. All property and assets constituting Acquired Assets shall be free and clear of all liens and encumbrances as of Closing. There are no agreements, contracts or understandings that would give a third party the right to repurchase any of the Acquired Assets as a result of this transaction.

b. Buyer represents and warrants to Seller that the statements contained in this Section 22(b22.b) are true and correct as of the date of this Agreement and as of the Closing Date:

i. Organization of Buyer; Good Standing. Buyer is a corporation duly organized, validly existing, and in good standing under the Laws of the State of Florida and has all requisite corporate or similar power and authority to own, lease, and operate its assets and to carry on its business as now being conducted.

ii. Authorization of Transaction. Buyer has full power and authority (including full corporate or other entity power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which Buyer is a party have been duly authorized by Buyer. This Agreement (assuming due authorization and delivery by Seller) constitutes the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with its terms and conditions.

iii. Sufficient Funds; Adequate Assurances. Upon the Closing, Buyer will have immediately available funds sufficient for the satisfaction of all of Buyer's obligations under this Agreement, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Buyer in connection with the transactions contemplated hereby. Buyer is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Acquired Assets.

iv. Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby will (a) conflict with or result in a breach of the certificate of incorporation or bylaws, or other organizational documents, of Buyer, (b) violate any Law or Decree to which Buyer is, or its assets or properties are, subject or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any contract to which Buyer is a party or by which it is bound, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights or

failures to give notice as would not, individually or in the aggregate, have a material adverse effect on Buyer. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental Authority in order for the Parties to consummate the transactions contemplated by this Agreement or any Related Agreement, except where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, prevent or materially impair or delay Buyer's ability to consummate the transactions contemplated hereby or perform its obligations hereunder on a timely basis.

23. Conduct of the Business Pending the Closing. Prior to the Closing and except as permitted by this Agreement, required by the Bankruptcy Court, or with the prior written consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall:

a. Not reject any of the Lease or seek to obtain an order approving such rejection;

b. not renew or amend or modify any Lease;

c. notify Buyer promptly upon receipt by Seller prior to Closing of written notice of the institution or pendency of any action, suit, or proceeding against or affecting the Leased Premises, or relating to or arising out of the ownership of such Leased Premises;

d. not consent to or enter into any easements, mortgages or other encumbrances upon the Leased Premises, nor shall Seller grant, create or suffer any rights in any third parties affecting the Leased Premises or any part thereof; and

e. not knowingly use or authorize any party to knowingly use any portion of the Leased Premises (including the surface and subsurface thereof) for the dumping, emission, Release or storage of any Hazardous Materials in violation of any Environmental Law.

24. Brokers' Fees. Other than the fees and expenses payable to Evercore Group L.L.C. in connection with the transactions contemplated hereby, which shall be borne by Seller, neither Party has entered into any contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated hereby for which either party could become liable or obligated to pay. Each party shall indemnify and hold the other harmless from and against any and all claims, causes of action, losses, costs, expenses, damages or liabilities, including reasonable attorneys' fees and disbursements, which the other, or any of its affiliates may sustain, incur or be exposed to, by reason of any claim or claims by any broker, finder or other person or entity for fees, commissions or other compensation arising out of the transactions contemplated herein. Any broker retained by or providing services to Buyer in connection with the transaction evidenced by this Agreement shall be compensated solely by Buyer without contribution from Seller.

25. Survival. Except as expressly provided herein, the representations, warranties, and covenants of the parties shall not survive the Closing; provided, however, the representations

of any Party set forth in this Agreement shall survive, for a period of thirty (30) days after the Closing Date.

26. Entire Agreement. This Agreement, any documents delivered at Closing pursuant hereto, and any confidentiality agreement entered into by Seller and Buyer in connection with this transaction, constitute the entire agreement between the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or between the Parties to the extent they relate in any way to the subject matter hereof. Notwithstanding any confidentiality agreement entered into by Seller and Buyer, Seller may disclose this Agreement to any Governmental Authority as Seller deems necessary. The Parties acknowledge that Seller shall file this Agreement with the Bankruptcy Court in connection with obtaining the Sale Order.

27. Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the Parties will, at the requesting Party's sole cost and expense, take such further action (including the execution and delivery of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation, providing materials and information) as the other Party may reasonably request; provided, however, the transfer of any utilities relating to the Leased Premises to the Buyer shall be done promptly by Seller at no cost to Buyer or Seller.

28. Incorporation of Exhibits and Schedules. The Exhibits and Schedule(s) to this Agreement are incorporated herein by reference and made a part hereof.

29. Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach. No conditions, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 299 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

30. Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, including any subsequently appointed chapter 11 or chapter 7 trustee of the Seller. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of each other Party.

31. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (a) when delivered personally to the recipient; (b) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (c) on the day such communication was sent by e-mail; or (d) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Seller:

Winn-Dixie Montgomery Leasing, LLC
8928 Prominence Parkway, #200
Jacksonville, FL 32256
Attn: Anthony Hucker, Brian P. Carney
Email: anthonyhucker@segrocers.com, briancarney@segrocers.com

With a copy (which shall not constitute notice to Seller) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Ray C. Schrock, P.C., Sunny Singh, Esq.,
Beatriz Azcuy, Esq.
Email: ray.schrock@weil.com, sunny.singh@weil.com
beatriz.azcuy@weil.com

If to Buyer:

Publix Super Markets, Inc.
3300 Publix Corporate Parkway
Lakeland, Florida 33811
Attn: Robert S. Balcerak
Email: bob.balcerak@publix.com

With a copy (which shall not constitute notice to Buyer) to:

Trenam
101 E. Kennedy Boulevard, Site 2700
Tampa, Florida 33602
Attn: Stephanie C. Lieb, Esq.
Email: slieb@trenam.com

If to Escrow Agent:

Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, a professional association
101 E. Kennedy Boulevard, Suite 2700
Tampa, Florida 33602
Attn: Stephanie C. Lieb, Esq.
Email: slieb@trenam.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner set forth in this Section 31.

32. Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Florida (without giving effect to the principles of conflict of laws thereof), except to the extent that the Laws of such state are superseded by the Bankruptcy Code.

33. **APPLICABLE LAW; VENUE; SUBMISSION TO JURISDICTION. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND AGREES THAT ALL CLAIMS IN RESPECT OF SUCH LITIGATION MAY BE HEARD AND DETERMINED IN ANY SUCH COURT. EACH PARTY ALSO AGREES NOT TO (A) ATTEMPT TO DENY OR DEFEAT SUCH EXCLUSIVE JURISDICTION BY MOTION OR OTHER REQUEST FOR LEAVE FROM THE BANKRUPTCY COURT OR (B) BRING ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY IN ANY OTHER COURT. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY DEFENSE OF INCONVENIENT FORUM TO THE MAINTENANCE OF, ANY LITIGATION SO BROUGHT AND WAIVES ANY BOND, SURETY OR OTHER SECURITY THAT MIGHT BE REQUIRED OF ANY OTHER PARTY WITH RESPECT THERETO. ANY PARTY MAY MAKE SERVICE ON ANY OTHER PARTY BY SENDING OR DELIVERING A COPY OF THE PROCESS TO THE PARTY TO BE SERVED AT THE ADDRESS AND IN THE MANNER PROVIDED FOR THE GIVING OF NOTICES IN SECTION 31; PROVIDED, HOWEVER, THAT NOTHING IN THIS SECTION 33 SHALL AFFECT THE RIGHT OF ANY PARTY TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR IN EQUITY. EACH PARTY AGREES THAT A FINAL JUDGMENT IN ANY LITIGATION SO BROUGHT SHALL BE CONCLUSIVE AND MAY BE ENFORCED BY LITIGATION OR IN ANY OTHER MANNER PROVIDED BY LAW OR IN EQUITY. THE PARTIES INTEND THAT ALL FOREIGN JURISDICTIONS WILL ENFORCE ANY DECREE OF THE BANKRUPTCY COURT IN ANY LITIGATION ARISING OUT OF OR RELATING TO**

THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

34. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

35. Specific Performance. Buyer acknowledges and agrees that Seller and its estate would be damaged irreparably in the event Buyer does not perform its obligations under this Agreement in accordance with its specific terms or otherwise breaches this Agreement, so that, in addition to any other remedy that Seller may have under Law or equity, Seller shall be entitled, without the requirement of posting a bond or other security, to injunctive relief to prevent any breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof.

36. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

37. No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than Buyer, Seller, and their respective successors and permitted assigns, except as expressly set forth in this Agreement.

38. Non-Recourse. All claims or causes of action (whether in contract or in tort, in Law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or related in any manner to this Agreement may be made only against (and are expressly limited to) the Persons that are expressly identified as parties hereto or thereto (the "**Contracting Parties**"). In no event shall any Contracting Party have any shared or vicarious Liability for the actions or omissions of any other Person. No Person who is not a Contracting Party, including any director, officer, employee, incorporator, managing member, general partner, manager, shareholder, principal, Affiliate, agent, attorney or Representative of, and any financial advisor or lender to, any of the foregoing ("**Non-Party Affiliates**"), shall have any Liability (whether in contract or in tort, in Law or in equity, or granted by statute or based upon any theory that seeks to impose Liability of an entity party against its owners or Affiliates) for any claims, causes of action, obligations or Liabilities arising under, out of, in connection with or related in any manner to this Agreement or the Related Agreements or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance or breach; and, to the maximum extent permitted by Law, each Contracting Party waives and releases all such Liabilities, claims and obligations against any such Non-Party Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby

waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at Law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Non-Party Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Non-Party Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. The Parties acknowledge and agree that the Non-Party Affiliates are intended third-party beneficiaries of this Section 388.

39. Mutual Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

40. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms.

41. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

42. Prevailing Party. If any action is brought by either of the Parties against the other, then the prevailing Party shall be entitled to recover from the other Party court costs and reasonable attorneys' fees and costs actually incurred.

43. Assignment of Lease. The acceptance of the Assignment and Assumption of Lease and the Quitclaim Bill of Sale by Buyer shall be deemed to be a full performance of Seller and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement.

44. Recording. Buyer covenants not to record this Agreement. Nothing herein shall be deemed to prohibit Seller from (a) making this Agreement or any of the documents referenced herein a matter of public record in any court proceeding seeking the enforcement of such documents or in any bankruptcy court proceeding, (b) making any other public filing or disclosure of this Agreement or the related transaction documents necessary for the enforcement of such document, or (c) making any other public filing or disclosure required by applicable law or order of an applicable Governmental Authority.

45. Escrow. Escrow Agent shall hold the Deposit in escrow and shall dispose of the Deposit only in accordance with the following provisions:

a. Escrow Agent shall deliver the Deposit to Seller or Buyer, as the case may be, as follows:

i. to Seller, upon completion of the Closing; or

ii. to Seller, after receipt of Seller's demand in which Seller certifies either that (A) Buyer has defaulted under this Agreement, or (B) this Agreement has been otherwise terminated or cancelled, and Seller is thereby entitled to receive the Deposit; but Escrow Agent shall not honor Seller's demand until more than ten (10) days after Escrow Agent has given a copy of Seller notice such demand; or

iii. to Buyer, after receipt of Buyer's demand in which Buyer certifies either that (A) Seller has defaulted under this Agreement, or (B) this Agreement has been otherwise terminated or cancelled, and Buyer is thereby entitled to receive the Deposit; but Escrow Agent shall not honor Buyer's demand until more than ten (10) days after Escrow Agent has given a copy of Buyer's demand to Seller, nor thereafter if Escrow Agent receives a Notice of Objection (defined below) from Seller within such ten (10) day period.

b. Upon delivery of the Deposit, Escrow Agent shall be relieved of all liability hereunder and with respect to the Deposit. Escrow Agent shall deliver the Deposit, at the election of the party entitled to receive the same, by (i) a good, unendorsed certified check of Escrow Agent payable to the order of such party, (ii) an unendorsed official bank or cashier's check payable to the order of such party, or (iii) a bank wire transfer of immediately available funds to an account designated by such party.

c. Upon receipt of a written demand from Seller or Buyer under Section 17, Escrow Agent shall send a copy of such demand to the other party. Within ten (10) days after the date of receiving same, but not thereafter, the other party may object to delivery of the Deposit to the party making such demand by giving a notice of objection (a "**Notice of Objection**") to Escrow Agent. After receiving a Notice of Objection, Escrow Agent shall send a copy of such Notice of Objection to the party who made the demand; and thereafter, in its sole and absolute discretion, Escrow Agent may elect either (A) to continue to hold the Deposit until Escrow Agent receives a written agreement of Buyer and Seller directing the disbursement of the Deposit, in which event Escrow Agent shall disburse the Deposit in accordance with such agreement; and/or (B) to take any and all actions as Escrow Agent deems necessary or desirable, in its sole and absolute discretion, to discharge and terminate its duties under this Agreement, including, without limitation, depositing the Deposit into any court of competent jurisdiction and bringing any action of interpleader or any other proceeding; and/or (C) in the event of any litigation between Seller and Buyer, to deposit the Deposit with the clerk of the court in which such litigation is pending.

d. If Escrow Agent is uncertain for any reason whatsoever as to its duties or rights hereunder (and whether or not Escrow Agent has received any written demand under

Section 14, or Notice of Objection, notwithstanding anything to the contrary herein, Escrow Agent may hold and apply the Deposit pursuant to and may decline to take any other action whatsoever. In the event of any dispute whatsoever among the parties with respect to disposition of the Deposit, Buyer and Seller shall pay the attorney's fees and costs incurred by Escrow Agent (which said parties shall share equally, but for which said parties shall be jointly and severally liable) for any litigation in which Escrow Agent is named as, or becomes, a party.

e. Notwithstanding anything to the contrary in this Agreement, within one (1) business day after the date of this Agreement, Escrow Agent shall place the Deposit in an interest-bearing demand account. Any interest which accrues thereon shall be deemed part of the Deposit; and Escrow Agent shall dispose of such interest as and with the Deposit pursuant to this Agreement. Escrow Agent may not commingle the Deposit with any other funds held by Escrow Agent.

f. Escrow Agent shall have no duties or responsibilities except those set forth herein, which the parties hereto agree are ministerial in nature. Seller and Buyer acknowledge that Escrow Agent is serving without compensation, solely as an accommodation to the parties hereto, and except for Escrow Agent's own willful default, misconduct or gross negligence, Escrow Agent shall have no liability of any kind whatsoever arising out of or in connection with its activity as Escrow Agent. Seller and Buyer jointly and severally agree to and do hereby indemnify and hold harmless Escrow Agent from all loss, cost, claim, damage, liability, and expense (including, without limitation, attorney's fees and disbursements whether paid to retained attorneys or representing the fair value of legal services rendered to itself) which may be incurred by reason of its acting as Escrow Agent provided the same is not the result of Escrow Agent's willful default, misconduct or gross negligence. Escrow Agent may charge against the Deposit any amounts owed to it under the foregoing indemnity or may withhold the delivery of the Deposit as security for any unliquidated claim, or both.

g. Any Notice of Objection, demand or other notice or communication which may or must be sent, given or made under this Agreement to or by Escrow Agent shall be sent in accordance with the provisions of Section 31.

h. Simultaneously with their execution and delivery of this Agreement, Buyer and Seller shall furnish Escrow Agent with their true Federal Taxpayer Identification Numbers so that Escrow Agent may file appropriate income tax information returns with respect to any interest in the Deposit or other income from the Approved Investment. The party ultimately entitled to any accrued interest in the Deposit shall be the party responsible for the payment of any tax due thereon.

i. [Seller and Buyer waive any claim of conflict of interest by reason of Escrow Agent's actions in that capacity under this Agreement. Seller hereby acknowledges that Escrow Agent is the attorney for the Buyer, and agrees that Escrow Agent may represent Buyer in connection with any and all matters, including without limitation, the transaction contemplated by this Agreement and any litigation, including, without limitation, any action arising out of this

Agreement; provided that in no event shall Seller be responsible for payment of any fees incidental to any such representation.]

j. Any amendment of this Agreement which could alter or otherwise affect Escrow Agent's obligations hereunder will not be effective against or binding upon Escrow Agent without Escrow Agent's prior consent, which consent may be withheld in Escrow Agent's sole and absolute discretion.

k. The provisions of this Section 45 shall survive the termination of this Agreement and the Closing.

46. Bankruptcy Court Matters.

a. This Agreement is subject to approval by the Bankruptcy Court in accordance with the Discrete Procedures Order.

b. As soon as reasonably practicable following the execution of this Agreement, Seller shall seek approval of the Agreement by the Bankruptcy Court and file any necessary notice or pleadings required in connection therewith. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining Bankruptcy Court approval of the transactions contemplated by this Agreement pursuant to the Discrete Procedures Order, including a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for providing the adequate assurance information as required by the Discrete Sale Order, and filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event the approval of the transactions contemplated by this Agreement shall be appealed, Seller and Buyer shall use their respective commercially reasonable efforts to defend such appeal. Buyer shall not, without the prior written consent of Seller, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Acquired Assets hereunder.

c. As soon as reasonably practicable following the execution of this Agreement, Seller shall seek entry of the Sale Order and any other necessary orders of the Bankruptcy Court to close the sale of the Acquired Assets in accordance with the terms and conditions hereof, and Seller shall provide notice of the Sale Order in accordance with the Discrete Procedures Order. Buyer and Seller understand and agree that the transaction contemplated herein is subject to approval by the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and any other necessary orders of the Bankruptcy Court to close the sale of the Acquired Assets. In the event the entry of the Sale Order shall be appealed, Seller and Buyer shall use commercially reasonable efforts to defend such appeal.

d. Pursuant to the Sale Order, Seller shall convey their rights and interests under the Acquired Assets to Buyer free and clear of all Liens other than Permitted Liens, with any such Liens that are not Permitted Liens attaching to the proceeds paid to Seller.

[**SIGNATURE PAGE FOLLOWS**]

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the date first above written.

SELLER
BI-LO, LLC, a Florida limited liability company

By: _____
Name: M. Sandlin Grimm
Title: Vice President and Secretary

LEGAL APPROVED
ATTY:
DATE: 4/25/18

BUYER
PUBLIX SUPER MARKETS, INC., a Florida corporation

By: _____
Name: Robert S. Balcerak, Jr.
Title: Vice President of Real Estate Strategy

Only as to its obligations under Sections 2 and 45 of this Agreement, the Escrow Agent has executed this Agreement as of the date first above written.

ESCROW AGENT:

Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, a professional association

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the date first above written.

SELLER
BI-LO, LLC, a Florida limited liability company

By:_____
Name:
Title:

BUYER
PUBLIX SUPER MARKETS, INC., a Florida corporation

By:_____
Name: Robert S. Balcerak, Jr.
Title: Vice President of Real Estate Strategy

Only as to its obligations under Sections 2 and 45 of this Agreement, the Escrow Agent has executed this Agreement as of the date first above written.

ESCROW AGENT:

Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, a professional association

By:_____
Name:
Title:

IN WITNESS WHEREOF, the Buyer and Seller have executed this Agreement as of the date first above written.

SELLER
BI-LO, LLC, a Florida limited liability company

By:_____
Name:
Title:

BUYER
PUBLIX SUPER MARKETS, INC., a Florida corporation

By:_____
Name: Robert S. Balcerak, Jr.
Title: Vice President of Real Estate Strategy

Only as to its obligations under Sections 2 and 45 of this Agreement, the Escrow Agent has executed this Agreement as of the date first above written.

ESCROW AGENT:

Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, a professional association

By:_____
Name: Zachary Chauhan
Title: Authorized Representative

LIST OF SCHEDULE AND EXHIBITS

SCHEDULE	DESCRIPTION
Schedule I	Definitions
Schedule II	FF&E

EXHIBIT	DESCRIPTION
Exhibit A	Lease
Exhibit B	Form of Assignment and Assumption of Lease
Exhibit C	Form of Quitclaim Bill of Sale
Exhibit D	Form of Landlord Notice
Exhibit E	Wire Instructions
Exhibit F	Intentionally Omitted.
Exhibit G	Form of Landlord Estoppel

Schedule I

Definitions

(i) "Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, where "control" means the power, directly or indirectly, to direct or cause the direction of the management and policies of another Person, whether through the ownership of voting securities, by contract, or otherwise.

(ii) "Business" shall mean the operations of Seller's business of the retail sale of grocery products, and all other lines of products, at each of the Leased Premises.

(iii) "Business Day" means any day, other than a Saturday, Sunday and any day which is a legal holiday under the Laws of the State of Florida or is a day on which banking institutions located in the State of Florida are authorized or required by Law or other governmental action to close.

(iv) "Code" means the Internal Revenue Code of 1986, as amended.

(v) "Computer and Security Equipment" means all front-end systems, computers, point-of-sale systems (including self-checkout equipment), computer equipment, hardware, software, peripherals, pin pads, digital video recorders (including the CCTV DVR), and racking for digital video recorders (including the rack for the CCTV DVR).

(vi) "Contract" shall mean any agreement, license, contract, lease, commitment, or other binding arrangement or understanding, whether written or oral.

(vii) "Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption by the Seller and assignment to Buyer of the Lease.

(viii) "Decree" means any judgment, decree, ruling, injunction or any other order of any Governmental Authority.

(ix) "Environmental Law" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells, including, without limiting the generality of the foregoing, the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act; , the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. the Hazardous Material Transportation Act, 42 U.S.C. §1801 et seq., the Federal Water Pollution Control Act,

33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Occupational Safety and Health Act, 29 U.S.C. §651 et seq., the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Uranium Mill Tailings Radiation Control Act (42 U.S.C. §7901 et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136 et seq.); the Noise Control Act (42 U.S.C. §4901 et seq.); the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §201 and §300f et seq.); and the National Environmental Policy Act (42 U.S.C. § 4321 et seq.)

(x) "Excluded Assets" shall have the meaning set forth in Section 5 hereof.

(xi) "FF&E" means all those items listed on Schedule II.

(xii) "FIRPTA Certificate" means a certificate from Tenant in compliance with applicable Treasury Regulations setting forth Tenant (or, if applicable, their regarded owners') names, addresses and federal tax identification numbers and stating that Tenant (or, if applicable, their regarded owners) are not "foreign persons" within the meaning of section 1445 of the Code and otherwise complying with the Treasury Regulations issued pursuant to section 1445 of the Code.

(xiii) "Full-Time Employees" means all individuals, as of the date hereof, who are employed by Seller and who work, on average, greater than 20 hours per week.

(xiv) "Guaranty" means that certain Guaranty, dated as of July 24, 2000 given by Guarantor in favor of SENECA 130, LLC and certain of its affiliates and subsidiaries, and successors.

(xv) "Guarantor" means Koninklijke Ahold, n.v. as Guarantor under the Guaranty.

(xvi) "Governmental Authority" means any federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity.

(xvii) "Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law.

(xviii) "Law" means any constitution applicable to, and any law, statute, treaty, code, rule, regulation, ordinance, or requirement of any kind of, any Governmental Authority.

(xix) "Legal Requirements" means all federal, state, county, municipal, and other governmental statutes, ordinances, laws, rules, regulations and requirements, including all Environmental Laws, laws relating to architectural barriers affecting the disabled, and all rules, regulations, ordinances, statutes and guidelines promulgated by any applicable Governmental Authorities having jurisdiction.

(xx) "Liability" means any debt, liability or obligation of whatever kind or nature (whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether directly incurred, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated and whether due or to become due) regardless of when arising and including all costs and expenses relating thereto.

(xxi) "Lien" means any claims (including "claims" as defined in section 101(5) of the Bankruptcy Code), encumbrance, interest, mortgage, pledge, lien (including "liens" as defined in section 101(37) of the Bankruptcy Code), charge, security interest, security agreement, option, right of first refusal, right of first offer, servitude, hypothecation, equitable interest, other similar encumbrance or interest in property of any kind, in each case whether contingent, fixed or otherwise, to the maximum extent permissible under the Bankruptcy Code.

(xxii) "Litigation" means any action, cause of action, suit, claim, charge, investigation, audit, demand, examination, hearing, mediation or proceeding, whether civil, criminal, administrative, or arbitral, whether at Law or in equity (including actions or proceedings seeking injunctive relief) and whether before any Governmental Authority or private.

(xxiii) "Ordinary Course of Business" shall mean, with respect to any action taken by a Person, that such action is generally consistent in nature, scope and magnitude with the past practices of such Person and is taken in the ordinary course of commercial operations engaged in by such Person.

(xxiv) "Person" means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or any other entity, including any Governmental Authority or any group of any of the foregoing.

(xxv) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing of Hazardous Materials into the environment.

(xxvi) "Representative" means, when used with respect to a Person, the Person's controlled Affiliates (including subsidiaries) and such Person's and any of the foregoing Persons' respective officers, directors, managers, members, shareholders, partners, employees, agents, representatives, advisors (including financial advisors, bankers, consultants, legal counsel, and accountants), and financing sources.

(xxvii) "Sale Order" means an order of the Bankruptcy Court in substantially the form attached hereto as Exhibit H (a) approving (i) this Agreement and the execution, delivery, and performance by Seller of this Agreement and the other instruments and agreements contemplated hereby; (ii) the sale of the Acquired Assets to Buyer free and clear of all Liens, other than any Permitted Liens; and (iii) the assumption of the Lease by Buyer on the terms set forth herein; (b) determining that Buyer is a good faith purchaser; and (c) providing that the Closing will occur in accordance with the terms and conditions hereof.

(xxviii) "Supplies" shall mean cleaning supplies (including materials, solutions and waxes), small wares, office supplies, production supplies, and any similar items remaining at the Leased Premises that are not labeled or branded with the "Winn-Dixie" logo or similar mark of Seller.

(xxix) "Tax" or "Taxes" means any United States federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, stamp, occupation, premium, windfall profits, environmental (including taxes under section 59A of the Code), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real

property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty or addition thereto, whether disputed or not.

(xxx) "Tax Return" means any return, declaration, report, and claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

(xxxi) "Transfer Tax" means any stamp, documentary, filing, recording, registration, sales, use, transfer, added-value or similar non-income Taxes, fees or governmental charges imposed under applicable Law in connection with the transactions contemplated by this Agreement.

(xxxii) "Treasury Regulations" means the Treasury regulations promulgated under the Code.

SCHEDULE II

FF&E

SEG
Store #5419
Exhibit
Furniture, Fixtures, and Equipment - Included

Item Number	Asset Tag Number	Asset Location	Main Type	Sub Type	Asset Manufacturer	Asset Model	Serial Number	Installation Date	Asset Status	Local Identifier	Asset Condition Indicator	SEG Asset Number	SEG Serial Number	SEGAsset Description	Date Created
1	40156387	5419	STORE EQP	DP EXTERN	N/A	0	0	01/29/05	I	ADTRAN MODEM	I	40156387	0	ADTRAN MODEM	01/29/05
2	40156388	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	APPLECRATE	I	40156388	0	APPLECRATE	01/29/05
3	40156390	5419	STORE EQP	WALK-INS	N/A	0	FW0421-008	01/29/05	I	BAKERY FREEZER	I	40156390	FW0421-008	BAKERY FREEZER	01/29/05
4	40156391	5419	STORE EQP	BAKERY EQ	N/A	0	0	01/29/05	I	BAKERY SMALLWARES	I	40156391	0	BAKERY	01/29/05
5	40156392	5419	STORE EQP	BALERS/COM	N/A	0	3083	01/29/05	I	BALER	I	40156392	3083	BALER	01/29/05
6	40156393	5419	STORE EQP	FLORAL	N/A	0	0	01/29/05	I	BALLOON EQUIPMENT	I	40156393	0	BALLOON	01/29/05
7	40156888	5419	STORE LHI	ALARM SYS	N/A	0	0	01/29/05	I	BURGLAR/FIRE SYSTEM	I	40156888	0	BURGLAR/FIRE	01/29/05
8	40156889	5419	STORE LHI	MISC LHI	N/A	0	0	01/29/05	I	CABINETRY WORK	I	40156889	0	CABINETRY WORK	01/29/05
9	40156397	5419	STORE EQP	BAKERY EQ	N/A	0	78595CWC	01/29/05	I	CAKE STATION	I	40156397	78595CWC	CAKE STATION	01/29/05
10	40156908	5419	STORE LHI	SHP CARTS	N/A	0	0	01/29/05	I	CART CORRAL	I	40156908	0	CART CORRAL	01/29/05
11	40156411	5419	STORE EQP	FF CASE	N/A	0	880888NFD2R	01/29/05	I	CASE/2 DR	I	40156411	880888NFD2R	CASE/2 DR	01/29/05
12	40156415	5419	STORE EQP	FF CASE	N/A	0	0	01/29/05	I	CASE/FROZEN FOOD	I	40156415	0	CASE/FROZEN	01/29/05
13	40156416	5419	STORE EQP	DELI EQUIP	N/A	0	78604QHD-6	01/29/05	I	CASE/HOT DROP-IN/SELF-	I	40156416	78604QHD-6	CASE/HOT DROP-	01/29/05
14	40156417	5419	STORE EQP	DELI EQUIP	N/A	0	78606QHD-5	01/29/05	I	CASE/HOT,SELF-	I	40156417	78606QHD-5	CASE/HOT,SELF-	01/29/05
15	40156418	5419	STORE EQP	MEAT CASE	N/A	0	C005774PF6R	01/29/05	I	CASE/MEAT	I	40156418	C005774PF6R	CASE/MEAT	01/29/05
16	40156422	5419	STORE EQP	FLORAL	N/A	0	0	01/29/05	I	CHASE/FLORAL	I	40156422	0	CHASE/FLORAL	01/29/05
17	40156425	5419	STORE EQP	EFT EQUIP	N/A	0	0	01/29/05	I	CHECKREADER	I	40156425	0	CHECKREADER	01/29/05
18	40156427	5419	STORE EQP	BALERS/COM	N/A	0	137153	01/29/05	I	COMAPCTOR	I	40156427	137153	COMAPCTOR	01/29/05
19	40156429	5419	STORE EQP	BALERS/COM	N/A	0	137153	01/29/05	I	COMPACTOR	I	40156429	137153	COMPACTOR	01/29/05
20	40156432	5419	STORE EQP	PC	N/A	0	0	01/29/05	I	COMPUTER	I	40156432	0	COMPUTER	01/29/05
21	40156431	5419	STORE EQP	PC	N/A	0	0	01/29/05	I	COMPUTER	I	40156431	0	COMPUTER	01/29/05
22	40156430	5419	STORE EQP	PC	N/A	0	0	01/29/05	I	COMPUTER	I	40156430	0	COMPUTER	01/29/05
23	40156433	5419	STORE EQP	PC	N/A	0	0	01/29/05	I	COMPUTER ACCESSORIES	I	40156433	0	COMPUTER	01/29/05
24	40156434	5419	STORE EQP	DP EXTERN	N/A	0	0	01/29/05	I	COMPUTERS-	I	40156434	0	COMPUTERS-	01/29/05
25	40156958	5419	DPISOFTW	DP EXT SOF	N/A	0	23AYRH3	01/29/05	I	COMPUTERS-SOFTWARE	I	40156958	23AYRH3	COMPUTERS-	01/29/05
26	40156957	5419	DPISOFTW	DP EXT SOF	N/A	0	23AYRM3	01/29/05	I	COMPUTERS-SOFTWARE	I	40156957	23AYRM3	COMPUTERS-	01/29/05
27	40156438	5419	STORE EQP	CONDNSRS	N/A	0	0	01/29/05	I	CONDENSING UNITS	I	40156438	0	CONDENSING	01/29/05
28	40156437	5419	STORE EQP	CONDNSRS	N/A	0	67205830A	01/29/05	I	CONDENSING UNITS	I	40156437	67205830A	CONDENSING	01/29/05
29	40156436	5419	STORE EQP	CONDNSRS	N/A	0	67205820A	01/29/05	I	CONDENSING UNITS	I	40156436	67205820A	CONDENSING	01/29/05
30	40156435	5419	STORE EQP	CONDNSRS	N/A	0	67205810A	01/29/05	I	CONDENSING UNITS	I	40156435	67205810A	CONDENSING	01/29/05
31	40156909	5419	STORE LHI	MISC LHI	N/A	0	0	01/29/05	I	CONSTRUCTION FINAL	I	40156909	0	CONSTRUCTION	01/29/05
32	40156910	5419	STORE LHI	MISC LHI	N/A	0	0	01/29/05	I	CONTRACT/DRAW 3	I	40156910	0	CONTRACT/DRAW	01/29/05
33	40156440	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	CORNER GAURDS	I	40156440	0	CORNER GAURDS	01/29/05
34	40156443	5419	STORE EQP	DP EXTERN	N/A	0	0	01/29/05	I	CPE MODEM/SL	I	40156443	0	CPE MODEM/SL	01/29/05
35	40156444	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	CRASH BAR	I	40156444	0	CRASH BAR	01/29/05
36	40156445	5419	STORE EQP	MISC	N/A	0	7024098	01/29/05	I	CURRENCY COUNTER/TILL	I	40156445	7024098	CURRENCY	01/29/05
37	40156449	5419	STORE EQP	WALK-INS	N/A	0	FW07421-002	01/29/05	I	DAIRY COOLER/ANGLED	I	40156449	FW07421-002	DAIRY	01/29/05
38	40156450	5419	STORE EQP	DAIRY CASE	N/A	0	0	01/29/05	I	DAIRY/BEER	I	40156450	0	DAIRY/BEER	01/29/05
39	40156453	5419	STORE EQP	DELI EQUIP	N/A	0	0	01/29/05	I	DELI CASE LINES REWORK	I	40156453	0	DELI CASE LINES	01/29/05
40	40156454	5419	STORE EQP	WALK-INS	N/A	0	FW07421-009	01/29/05	I	DELI COOLER	I	40156454	FW07421-009	DELI COOLER	01/29/05
41	40156455	5419	STORE EQP	DELI EQUIP	N/A	0	0	01/29/05	I	DELI SMALLWARES	I	40156455	0	DELI SMALLWARES	01/29/05
42	40156456	5419	STORE EQP	BAKERY EQ	N/A	0	FW07421-010	01/29/05	I	DELI/BAKERY	I	40156456	FW07421-010	DELI/BAKERY	01/29/05
43	40156457	5419	STORE EQP	DP EXTERN	N/A	0	0	01/29/05	I	DIGITAL PHONE SYSTEM	I	40156457	0	DIGITAL PHONE	01/29/05
44	40156459	5419	STORE EQP	DELI EQUIP	N/A	0	0109Z60197	01/29/05	I	DISPLAY UNIT/W	I	40156459	0109Z60197	DISPLAY UNIT/W	01/29/05
45	40156462	5419	STORE EQP	FF CASE	N/A	0	0	01/29/05	I	DOOR REACH IN DISPLAY	I	40156462	0	DOOR REACH IN	01/29/05
46	40156463	5419	STORE EQP	FILE CABNT	N/A	0	0	01/29/05	I	DSD CABINET	I	40156463	0	DSD CABINET	01/29/05
47	40156911	5419	STORE LHI	ELEC/LIGHT	N/A	0	0	01/29/05	I	ELECTRICAL WORK/DIETZ	I	40156911	0	ELECTRICAL	01/29/05
48	40156465	5419	STORE EQP	DP EXTERN	N/A	0	0	01/29/05	I	EQUIPMENT & ACCESS	I	40156465	0	EQUIPMENT &	01/29/05
49	40156466	5419	STORE EQP	MISC LHI	N/A	0	0	01/29/05	I	EVAC CONTRACT/DRAW	I	40156466	0	EVAC	01/29/05
50	40156467	5419	STORE EQP	COILS	N/A	0	67205890A	01/29/05	I	EVAPORATOR	I	40156467	67205890A	EVAPORATOR	01/29/05
51	40156468	5419	STORE EQP	COILS	N/A	0	67205850A	01/29/05	I	EVAPORATOR COIL/DAIRY	I	40156468	67205850A	EVAPORATOR	01/29/05
52	40156469	5419	STORE EQP	COILS	N/A	0	672058130A	01/29/05	I	EVAPORATOR COIL/DELI	I	40156469	672058130A	EVAPORATOR	01/29/05
53	40156471	5419	STORE EQP	COILS	N/A	0	672058100B	01/29/05	I	EVAPORATOR	I	40156471	672058100B	EVAPORATOR	01/29/05
54	40156470	5419	STORE EQP	COILS	N/A	0	672058100A	01/29/05	I	EVAPORATOR	I	40156470	672058100A	EVAPORATOR	01/29/05
55	40156473	5419	STORE EQP	COILS	N/A	0	67205840B	01/29/05	I	EVAPORATOR COIL/MEAT	I	40156473	67205840B	EVAPORATOR	01/29/05
56	40156472	5419	STORE EQP	COILS	N/A	0	67205840A	01/29/05	I	EVAPORATOR COIL/MEAT	I	40156472	67205840A	EVAPORATOR	01/29/05
57	40156475	5419	STORE EQP	COILS	N/A	0	67205870B	01/29/05	I	EVAPORATOR COIL/MEAT	I	40156475	67205870B	EVAPORATOR	01/29/05
58	40156474	5419	STORE EQP	COILS	N/A	0	67205870A	01/29/05	I	EVAPORATOR COIL/MEAT	I	40156474	67205870A	EVAPORATOR	01/29/05
59	40156476	5419	STORE EQP	COILS	N/A	0	67205860A	01/29/05	I	EVAPORATOR	I	40156476	67205860A	EVAPORATOR	01/29/05
60	40156477	5419	STORE EQP	COILS	N/A	0	67205880A	01/29/05	I	EVAPORATOR	I	40156477	67205880A	EVAPORATOR	01/29/05
61	40156478	5419	STORE EQP	COILS	N/A	0	672058120A	01/29/05	I	EVAPORATOR	I	40156478	672058120A	EVAPORATOR	01/29/05
62	40156479	5419	STORE EQP	COILS	N/A	0	67205110A	01/29/05	I	EVAPORATOR	I	40156479	67205110A	EVAPORATOR	01/29/05
63	40156912	5419	STORE LHI	DP EXTERN	N/A	0	0	01/29/05	I	EVEREST CABLE	I	40156912	0	EVEREST CABLE	01/29/05
64	40156480	5419	STORE EQP	MISC OFF	N/A	0	0	01/29/05	I	FAX MACHINE W/MAINT	I	40156480	0	FAX MACHINE	01/29/05
65	40156481	5419	STORE EQP	DELI BAKER	N/A	0	481340191	01/29/05	I	FLASHBAKE OVEN	I	40156481	481340191	FLASHBAKE OVEN	01/29/05
66	40156913	5419	STORE LHI	MISC	N/A	0	0	01/29/05	I	FLOOR	I	40156913	0	FLOOR	01/29/05
67	40156483	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	FLORAL CASE LINES	I	40156483	0	FLORAL CASE LINES	01/29/05
68	40156486	5419	STORE EQP	WALK-INS	N/A	0	BR00134823	01/29/05	I	FREEZER	I	40156486	BR00134823	FREEZER	01/29/05
69	40156487	5419	STORE EQP	WALK-INS	N/A	0	FW07421-001	01/29/05	I	FREEZER/OUTDOOR	I	40156487	FW07421-001	FREEZER/OUTDOOR	01/29/05
70	40156488	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	FREIGHT	I	40156488	0	FREIGHT	01/29/05
71	40156489	5419	STORE EQP	SAFES	N/A	0	0	01/29/05	I	FREIGHT/SAFE	I	40156489	0	FREIGHT/SAFE	01/29/05
72	40156490	5419	STORE EQP	BAKERY EQ	N/A	0	0	01/29/05	I	FROZEN BAKERY	I	40156490	0	FROZEN BAKERY	01/29/05
73	40156491	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	FRT	I	40156491	0	FRT	01/29/05
74	40156492	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	FRT/COOLING BOXES	I	40156492	0	FRT/COOLING	01/29/05
75	40156493	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	FRT/REFRIG COOLING	I	40156493	0	FRT/REFRIG	01/29/05
76	40156494	5419	STORE EQP	DELI EQUIP	N/A	0	0	01/29/05	I	FRYERS-CHICKEN	I	40156494	0	FRYERS-CHICKEN	01/29/05
77	40156495	5419	STORE EQP	ST_FURN	N/A	0	0	01/29/05	I	FURNITURE - OFFICE	I	40156495	0	FURNITURE -	01/29/05
78	40156498	5419	STORE EQP	WRAPPERS	N/A	0	51037945	01/29/05	I	HAND WRAP STATION	I	40156498	51037945	HAND WRAP	01/29/05
79	40156499	5419	STORE EQP	MISC	N/A	0	0	09/10/05	I	HAND	I	40156499	0	HAND	09/10/05
80	40156504	5419	STORE EQP	DP EXTERN	N/A	0	0	12/03/05	I	HEFURB COST	I	40156504	0	HEFURB COST	12/03/05

SEG
Store #5419
Exhibit
Furniture, Fixtures, and Equipment - Included

Item Number	Asset Tag Number	Asset Location	Main Type	Sub Type	Asset Manufacturer	Asset Model	Serial Number	Installation Date	Asset Status	Local Identifier	Asset Condition Indicator	SEG Asset Number	SEG Serial Number	SEGAsset Description	Date Created
81	40156505	5419	STORE EQP	FLORAL	N/A	0	0	01/29/05	I	HI PRESSURE HOSE	I	40156505	0	HI PRESSURE HOSE	01/29/05
82	40156914	5419	STORE LHI	MISC	N/A	0	0	01/29/05	I	HUTCH/WORKSTATION	I	40156914	0		01/29/05
83	40156522	5419	STORE EQP	PRINTER	N/A	0	0	01/29/05	I	INPUT TRAY	I	40156522	0	INPUT TRAY	01/29/05
84	40156528	5419	STORE EQP	DOORS	N/A	0	0	01/29/05	I	LOCKS & CORES	I	40156528	0	LOCKS & CORES	01/29/05
85	40156530	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	MAT/ANTIFATIGUE	I	40156530	0	MAT/ANTIFATIGUE	01/29/05
86	40156531	5419	STORE EQP	WALK-INS	N/A	0	FW7421-006	01/29/05	I	MEAT COOLER	I	40156531	FW7421-006	MEAT COOLER	01/29/05
87	40156532	5419	STORE EQP	WALK-INS	N/A	0	FW0421-005	01/29/05	I	MEAT COOLER/PREP	I	40156532	FW0421-005	MEAT	01/29/05
88	40156533	5419	STORE EQP	WALK-INS	N/A	0	0	01/29/05	I	MEAT PREP	I	40156533	0	MEAT PREP	01/29/05
89	40156535	5419	STORE EQP	DELI EQUIP	N/A	0	78601BMD6R	01/29/05	I	MERCHANDISER/DELI	I	40156535	78601BMD6R		01/29/05
90	40156534	5419	STORE EQP	DELI EQUIP	N/A	0	78600BMD12R	01/29/05	I	MERCHANDISER/DELI	I	40156534	78600BMD12		01/29/05
91	40156537	5419	STORE EQP	DELI EQUIP	N/A	0	109162388	01/29/05	I	MICROWAVE	I	40156537	109162388	MICROWAVE	01/29/05
92	40156539	5419	STORE EQP	MISC	N/A	0	271112273	01/29/05	I	MIXER GRINDER/SIDE	I	40156539	271112273	MIXER	01/29/05
93	40156541	5419	STORE EQP	DELI EQUIP	N/A	0	10914305391	01/29/05	I	OVEN ROTISSERIE/W	I	40156541	10914305391	OVEN	01/29/05
94	40156542	5419	STORE EQP	DELI BAKER	N/A	0	241008002	01/29/05	I	OVEN/DBL RACK	I	40156542	241008002	OVEN/DBL RACK	01/29/05
95	40156543	5419	STORE EQP	PALLETJACK	N/A	0	AA29300	01/29/05	I	PALLET MULE	I	40156543	AA29300	PALLET MULE	01/29/05
96	40156544	5419	STORE EQP	PALLETJACK	N/A	0	02-30347	01/29/05	I	PALLET STACKERS/BLUE	I	40156544	02-30347	PALLET	01/29/05
97	40156548	5419	STORE EQP	FLORAL	N/A	0	80889CWC	01/29/05	I	PREP COUNTER/FLORAL	I	40156548	80889CWC	PREP	01/29/05
98	40156554	5419	STORE EQP	DP EXTERN	N/A	0	1743	01/29/05	I	PROCESSOR	I	40156554	1743	PROCESSOR	01/29/05
99	40156556	5419	STORE EQP	WALK-INS	N/A	0	FW07421-003	01/29/05	I	PRODUCE	I	40156556	FW07421-003	PRODUCE	01/29/05
100	40156557	5419	STORE EQP	WALK-INS	N/A	0	FW07421-004	01/29/05	I	PRODUCE COOLER-PREP	I	40156557	FW07421-004	PRODUCE COOLER-	01/29/05
101	40156560	5419	STORE EQP	BAKERY EQ	N/A	0	321104539	01/29/05	I	PROOF BOX W/RACKS	I	40156560	321104539	PROOF BOX	01/29/05
102	40156561	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	PYLON SIGN WORK	I	40156561	0	PYLON SIGN WORK	01/29/05
103	40156562	5419	STORE EQP	SIGNS/LTRS	N/A	0	0	01/29/05	I	PYLON SIGNS	I	40156562	0	PYLON SIGNS	01/29/05
104	40156567	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	RACKS/DIVIDERS/FENCES	I	40156567	0		01/29/05
105	40156568	5419	STORE EQP	PRODUCE	N/A	0	0	01/29/05	I	RACKS/DIVIDERS/PROD	I	40156568	0		01/29/05
106	40156569	5419	STORE EQP	FF CASE	N/A	0	321105885	01/29/05	I	REEZER/REACH-IN	I	40156569	321105885	REEZER/REACH-IN	01/29/05
107	40156572	5419	STORE EQP	MISC LHI	N/A	0	0	01/29/05	I	REFRIGERATION	I	40156572	0	REFRIGERATION	01/29/05
108	40156571	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	REFRIGERATION	I	40156571	0	REFRIGERATION	01/29/05
109	40156570	5419	STORE EQP	MISC	N/A	0	321104592	01/29/05	I	REFRIGERATION	I	40156570	321104592	REFRIGERATION	01/29/05
110	40156574	5419	STORE EQP	MISC LHI	N/A	0	0	01/29/05	I	REFRIGERATION	I	40156574	0	REFRIGERATION	01/29/05
111	40156575	5419	STORE EQP	MISC LHI	N/A	0	0	01/29/05	I	REFRIGERATION	I	40156575	0	REFRIGERATION	01/29/05
112	40156578	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	RELOCATE EVAC	I	40156578	0	RELOCATE EVAC	01/29/05
113	40156919	5419	STORE LHI	MISC LHI	N/A	0	0	01/29/05	I	REMODEL CABINET	I	40156919	0	REMODEL CABINET	01/29/05
114	40156583	5419	STORE EQP	SAFES	N/A	0	0	01/29/05	I	SAFE	I	40156583	0	SAFE	01/29/05
115	40156585	5419	STORE EQP	FILE CABNT	N/A	0	0	01/29/05	I	SANITIZER & HOSE	I	40156585	0	SANITIZER & HOSE	01/29/05
116	40156586	5419	STORE EQP	MEAT SAWS	N/A	0	271111851	01/29/05	I	SAWS - DB & MEAT	I	40156586	271111851	SAWS - DB & MEAT	01/29/05
117	40156596	5419	STORE EQP	WALK-INS	N/A	0	FW07421-007	01/29/05	I	SEAFOOD COOLER	I	40156596	FW07421-007	SEAFOOD COOLER	01/29/05
118	40156597	5419	STORE EQP	SEAFOOD	N/A	0	0	01/29/05	I	SEAFOOD PREP	I	40156597	0	SEAFOOD PREP	01/29/05
119	40156598	5419	STORE EQP	ALARM SYS	N/A	0	0	01/29/05	I	SECURITY EQUIPMENT	I	40156598	0	SECURITY	01/29/05
120	40156601	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELF D-DECK	I	40156601	0	SHELF D-DECK	01/29/05
121	40156602	5419	STORE EQP	SHELVING	N/A	0	0	05/21/05	I	SHELVES /EGG SHELVES	I	40156602	0	SHELVES /EGG	05/21/05
122	40156603	5419	STORE EQP	SHELVING	N/A	0	0	04/23/05	I	SHELVES 19	I	40156603	0	SHELVES 19	04/23/05
123	40156611	5419	STORE EQP	SHELVING	N/A	0	0	11/05/05	I	SHELVING	I	40156611	0	SHELVING	11/05/05
124	40156610	5419	STORE EQP	SHELVING	N/A	0	0	11/05/05	I	SHELVING	I	40156610	0	SHELVING	11/05/05
125	40156609	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELVING	I	40156609	0	SHELVING	01/29/05
126	40156608	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELVING	I	40156608	0	SHELVING	01/29/05
127	40156607	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELVING	I	40156607	0	SHELVING	01/29/05
128	40156606	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELVING	I	40156606	0	SHELVING	01/29/05
129	40156605	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELVING	I	40156605	0	SHELVING	01/29/05
130	40156604	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELVING	I	40156604	0	SHELVING	01/29/05
131	40156612	5419	STORE EQP	SHELVING	N/A	0	0	01/29/05	I	SHELVING ASSEMBLED	I	40156612	0	SHELVING	01/29/05
132	40156613	5419	STORE EQP	SHELVING	N/A	0	0	04/23/05	I	SHELVING/FROZEN FOOD	I	40156613	0	SHELVING/FROZEN	04/23/05
133	40156621	5419	STORE EQP	SLICERS	N/A	0	1931809	01/29/05	I	SLICERS - DB & MEAT	I	40156621	1931809	SLICERS - DB &	01/29/05
134	40156620	5419	STORE EQP	SLICERS	N/A	0	1931810	01/29/05	I	SLICERS - DB & MEAT	I	40156620	1931810	SLICERS - DB &	01/29/05
135	40156619	5419	STORE EQP	SLICERS	N/A	0	19131826	01/29/05	I	SLICERS - DB & MEAT	I	40156619	19131826	SLICERS - DB &	01/29/05
136	40156622	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	SMALLWARES	I	40156622	0	SMALLWARES	01/29/05
137	40156623	5419	STORE EQP	DELI EQUIP	N/A	0	0	01/29/05	I	SMALLWARES/DELI	I	40156623	0	SMALLWARES/DELI	01/29/05
138	40156627	5419	STORE EQP	PA SYSTEMS	N/A	0	0	01/29/05	I	SOUND SYSTEM	I	40156627	0	SOUND SYSTEM	01/29/05
139	40156629	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	STAINLESS STEEL	I	40156629	0	STAINLESS STEEL	01/29/05
140	40156921	5419	STORE LHI	SEAFOOD	N/A	0	78616CWC	01/29/05	I	SUSHI WORK COUNTER	I	40156921	78616CWC	SUSHI WORK	01/29/05
141	40156633	5419	STORE EQP	PREP TABLE	N/A	0	0	01/29/05	I	TABLES/MEAT MARKET	I	40156633	0	TABLES/MEAT	01/29/05
142	40156634	5419	STORE EQP	DP EXTERN	N/A	0	0	01/29/05	I	TELEPHONE SYSTEM	I	40156634	0	TELEPHONE	01/29/05
143	40156635	5419	STORE EQP	CUBERS	N/A	0	561151402	01/29/05	I	TENDERIZER	I	40156635	561151402	TENDERIZER	01/29/05
144	40156641	5419	STORE EQP	MISC OFF	N/A	0	0	01/29/05	I	TV/VCR	I	40156641	0	TV/VCR	01/29/05
145	40156648	5419	STORE EQP	MISC	N/A	0	0	01/29/05	I	VERTICAL BLIND	I	40156648	0	VERTICAL BLIND	01/29/05
146	40156652	5419	STORE EQP	DP EXTERN	N/A	0	DV860646	10/04/08	I	16 CHANNEL TRIPLEX	I	40156652	DV860646	16 CHANNEL	10/04/08
147	40436605	5419	STORE EQP	WALK-INS	N/A	0	521173	05/31/17	I	5x8 SEAFOOD FREEZER	I	40436605	521173	5x8 SEAFOOD	05/31/17
148	40156654	5419	STORE EQP	MISC	N/A	0	0	06/16/12	I	BAG STAND	I	40156654	0	BAG STAND	06/16/12
149	40396102	5419	STORE EQP	BAKERY EQ	N/A	0	N/A	10/22/14	I	BAKERY EURO TABLE	I	40396102	N/A	BAKERY EURO	10/22/14
150	40156655	5419	STORE EQP	MISC	N/A	0	0	11/02/07	I	BAKEWARE RESET	I	40156655	0	BAKEWARE RESET	11/02/07
151	40156656	5419	STORE EQP	BALERS/COM	N/A	0	3083	08/15/09	I	BALER	I	40156656	3083	BALER	08/15/09
152	40258797	5419	STORLHI14Q	MISC	N/A	0	N/A	11/30/12	I	BANK REMOVAL	I	40258797	N/A	BANK REMOVAL	11/30/12
153	40259505	5419	STORE EQP	MISC	N/A	0	N/A	02/13/13	I	BEER PROMO BASE	I	40259505	N/A	BEER PROMO BASE	02/13/13
154	40156660	5419	STORE EQP	MISC	N/A	0	0	06/18/11	I	BOWLS AND RISERS	I	40156660	0	BOWLS AND RISERS	06/18/11
155	40156659	5419	STORE EQP	MISC	N/A	0	0	06/18/11	I	BOWLS AND RISERS	I	40156659	0	BOWLS AND RISERS	06/18/11
156	40156661	5419	STORE EQP	BAKERY EQ	N/A	0	0	12/31/09	I	BREADING TABLE W/ PAN	I	40156661	0	BREADING TABLE	12/31/09
157	40156662	5419	STORE EQP	DP EXTERN	N/A	0	0	06/16/07	I	CABLE CORDS	I	40156662	0	CABLE CORDS	06/16/07
158	40156663	5419	STORE EQP	MISC	N/A	0	0	04/19/08	I	CAP OFF CASE LINES	I	40156663	0	CAP OFF CASE LINES	04/19/08
159	40156665	5419	STORE EQP	MISC	N/A	0	0	06/16/12	I	CART BASKET	I	40156665	0	CART BASKET	06/16/12
160	40156664	5419	STORE EQP	MISC	N/A	0	0	12/31/11	I	CART BASKET	I	40156664	0	CART BASKET	12/31/11

SEG
Store #5419
Exhibit
Furniture, Fixtures, and Equipment - Included

Item Number	Asset Tag Number	Asset Location	Main Type	Sub Type	Asset Manufacturer	Asset Model	Serial Number	Installation Date	Asset Status	Local Identifier	Asset Condition Indicator	SEG Asset Number	SEG Serial Number	SEGAsset Description	Date Created
161	40156666	5419	STORE EQP	SHP CARTS	N/A	0	0	01/27/07	I	CART CORRAL	I	40156666	0	CART CORRAL	01/27/07
162	40156670	5419	STORE EQP	SEAFOOD	N/A	0	84550196	06/17/06	I	CASE/SEAFOOD	I	40156670	84550196	CASE/SEAFOOD	06/17/06
163	40156673	5419	STORE EQP	SHELVING	N/A	0	0	09/10/11	I	CEREAL SHELVING RESET	I	40156673	0	CEREAL SHELVING	09/10/11
164	40156674	5419	STORE EQP	MISC OFF	N/A	0	16JM929L0150	12/31/09	I	CHANNEL DVR W/DVD	I	40156674	16JM929LD15	CHANNEL DVR	12/31/09
165	40156675	5419	STORE EQP	DP EXTERN	N/A	0	DV890898	12/31/08	I	CHANNEL TRIPLEX	I	40156675	DV890898	CHANNEL TRIPLEX	12/31/08
166	40156676	5419	STORE EQP	MISC	N/A	0	0	05/21/11	I	CHECKOUT COVER	I	40156676	0	CHECKOUT COVER	05/21/11
167	40156677	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	02/24/07	I	CIRCUIT/PHONE FOR RTI	I	40156677	0	CIRCUIT/PHONE	02/24/07
168	40156678	5419	STORE EQP	MISC	N/A	0	0	06/14/08	I	COMPLETE RESET	I	40156678	0	COMPLETE RESET	06/14/08
169	40156683	5419	STORE EQP	COMPRSRS	N/A	0	09F65579R	09/11/10	I	COMPRESSOR	I	40156683	09F65579R	COMPRESSOR	09/11/10
170	40156682	5419	STORE EQP	COMPRSRS	N/A	0	10G66357R	09/11/10	I	COMPRESSOR	I	40156682	10G66357R	COMPRESSOR	09/11/10
171	40156681	5419	STORE EQP	COMPRSRS	N/A	0	10A62773R	02/27/10	I	COMPRESSOR	I	40156681	10A62773R	COMPRESSOR	02/27/10
172	40156679	5419	STORE EQP	COMPRSRS	N/A	0	06D60204R	12/01/07	I	COMPRESSOR	I	40156679	06D60204R	COMPRESSOR	12/01/07
173	40156685	5419	STORE EQP	MISC	N/A	0	0	01/26/08	I	COOKIE RACK	I	40156685	0	COOKIE RACK	01/26/08
174	40156697	5419	STORE EQP	MISC	N/A	0	0	12/05/09	I	DELI SALAD SETS	I	40156697	0	DELI SALAD SETS	12/05/09
175	40156924	5419	STORE LHI	DOCKSEAL	N/A	0	0	02/25/12	I	DOCK SEALS	I	40156924	0	DOCK SEALS	02/25/12
176	40156925	5419	STORE LHI	DOCKSEAL	N/A	0	0	05/22/10	I	DOCK SEALS REPLACED	I	40156925	0	DOCK SEALS	05/22/10
177	40423988	5419	STORLHI_10	DOORS	N/A	0	N/A	08/22/16	I	DOORS AND WINDOWS	I	40423988	N/A	DOORS AND	08/22/16
178	40156703	5419	STORE EQP	MISC	N/A	0	0	08/14/10	I	DVD GIFT CARD SPINNER	I	40156703	0	DVD GIFT CARD	08/14/10
179	40156926	5419	STORE LHI	ELEC/LIGHT	N/A	0	0	05/17/08	I	ELECTRIC FOR RESET	I	40156926	0	ELECTRIC FOR RESET	05/17/08
180	40156706	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	12/05/09	I	ELECTRIC/FRONT END	I	40156706	0	ELECTRIC/FRONT	12/05/09
181	40156928	5419	STORE LHI	ELEC/LIGHT	N/A	0	0	08/12/06	I	ELECTRICAL WORK	I	40156928	0	ELECTRICAL WORK	08/12/06
182	40156927	5419	STORE LHI	ELEC/LIGHT	N/A	0	0	05/20/06	I	ELECTRICAL WORK	I	40156927	0	ELECTRICAL WORK	05/20/06
183	40156929	5419	STORE LHI	MISC	N/A	0	0	03/24/07	I	ELECTRICL WORK EAM	I	40156929	0	ELECTRICL WORK	03/24/07
184	40156707	5419	STORE EQP	NRG EQUIP	N/A	0	0	05/23/09	I	EMS HARDWARE	I	40156707	0	EMS HARDWARE	05/23/09
185	40156731	5419	STORE EQP	MISC	N/A	0	0	07/18/09	I	EVAC UPGRADE	I	40156731	0	EVAC UPGRADE	07/18/09
186	40156730	5419	STORE EQP	MISC	N/A	0	0	07/12/08	I	EVAC UPGRADE	I	40156730	0	EVAC UPGRADE	07/12/08
187	40156732	5419	STORE EQP	MISC	N/A	0	0	06/20/09	I	EVAC VACUUM PUMP	I	40156732	0	EVAC VACUUM	06/20/09
188	40156733	5419	STORE EQP	MISC	N/A	0	0	05/19/12	I	EXPRESS SIGNS AND	I	40156733	0	EXPRESS SIGNS AND	05/19/12
189	40156972	5419	LAND	LAND	N/A	0	0	01/29/05	I	FAS 98- LAND	I	40156972	0	FAS 98- LAND	01/29/05
190	40156976	5419	BUILDINGS	MISC LHI	N/A	0	0	06/19/10	I	FAS13 BAL ASSET	I	40156976	0	FAS13 BAL ASSET	06/19/10
191	40156734	5419	STORE EQP	MISC OFF	N/A	0	0	12/30/06	I	FAX MACHINE XEROX	I	40156734	0	FAX MACHINE	12/30/06
192	40156932	5419	STORE LHI	MISC LHI	N/A	0	0	03/25/06	I	FRAME UP WALL	I	40156932	0	FRAME UP WALL	03/25/06
193	40156736	5419	STORE EQP	MISC	N/A	0	0	01/27/07	I	FREIGHT	I	40156736	0	FREIGHT	01/27/07
194	40156735	5419	STORE EQP	MISC	N/A	0	0	07/15/06	I	FREIGHT	I	40156735	0	FREIGHT	07/15/06
195	40156738	5419	STORE EQP	MISC	N/A	0	0	05/20/06	I	FREIGHT DISPLAY	I	40156738	0	FREIGHT DISPLAY	05/20/06
196	40156739	5419	STORE EQP	MISC	N/A	0	0	05/20/06	I	FREIGHT RACKS	I	40156739	0	FREIGHT RACKS	05/20/06
197	40156741	5419	STORE EQP	PRINTER	N/A	0	VQJ104200841	09/10/11	I	FRESH ITEM MGMT LABEL	I	40156741	VQJ10420084	FRESH ITEM MGMT	09/10/11
198	40156740	5419	STORE EQP	PRINTER	N/A	0	VQJ104200839	09/10/11	I	FRESH ITEM MGMT LABEL	I	40156740	VQJ10420083	FRESH ITEM MGMT	09/10/11
199	40156745	5419	STORE EQP	DP EXTERN	N/A	0	125	09/12/09	I	GAS FUEL (HARDWARE)	I	40156745	125	GAS FUEL	09/12/09
200	40156744	5419	STORE EQP	DP EXTERN	N/A	0	124	09/12/09	I	GAS FUEL (HARDWARE)	I	40156744	124	GAS FUEL	09/12/09
201	40156746	5419	STORE EQP	MISC	N/A	0	1201169533	03/24/12	I	GAS PACK	I	40156746	1201169533	GAS PACK	03/24/12
202	40156749	5419	STORE EQP	MISC	N/A	0	0	10/08/11	I	GRIPPER TAG HOLDER	I	40156749	0	GRIPPER TAG	10/08/11
203	40156750	5419	STORE EQP	PC	N/A	0	0	10/10/09	I	GSAA FUELPERKS	I	40156750	0	GSAA FUELPERKS	10/10/09
204	40156752	5419	STORE EQP	DP EXTERN	N/A	0	0	10/10/09	I	HARDWARE	I	40156752	0	HARDWARE	10/10/09
205	40405585	5419	STORE EQP	H2O HTRS	N/A	0	N/A	07/23/15	I	HEAT RECLAIM TANK	I	40405585	N/A	HEAT RECLAIM	07/23/15
206	40156754	5419	STORE EQP	SHELVING	N/A	0	0	07/14/07	I	INFANT FORMULA RACKS	I	40156754	0	INFANT FORMULA	07/14/07
207	40156755	5419	STORE EQP	DP EXTERN	N/A	0	0	05/19/07	I	INSTALL CABLE	I	40156755	0	INSTALL CABLE	05/19/07
208	40156933	5419	STORE LHI	MISC	N/A	0	0	08/09/08	I	INSTALL DOCK SEAL	I	40156933	0	INSTALL DOCK SEAL	08/09/08
209	40156756	5419	STORE EQP	MISC	N/A	0	0	02/23/08	I	INSTALL HW/ROUTER	I	40156756	0	INSTALL	02/23/08
210	40156757	5419	STORE EQP	DP EXTERN	N/A	0	06TFY95	12/31/11	I	ISP	I	40156757	06TFY95	ISP	12/31/11
211	40156766	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	09/09/06	I	LIGHTING RETROFIT	I	40156766	0	LIGHTING RETROFIT	09/09/06
212	40156767	5419	STORE EQP	SEAFOOD	N/A	0	0	05/20/06	I	LOBSTER TANK	I	40156767	0	LOBSTER TANK	05/20/06
213	40156769	5419	STORE EQP	MISC	N/A	0	0	05/17/08	I	MEAT AND SEAFOOD	I	40156769	0	MEAT AND	05/17/08
214	40156770	5419	STORE EQP	MEAT CASE	N/A	0	B3690173	05/17/08	I	MEAT CASE	I	40156770	B3690173	MEAT CASE	05/17/08
215	40156771	5419	STORE EQP	FLORAL	N/A	0	0	07/15/06	I	MERCHANDISER	I	40156771	0	MERCHANDISER	07/15/06
216	40385694	5419	STORE EQP	DELI BAKER	N/A	0	N/A	10/23/14	I	MOFFAT OVEN	I	40385694	N/A	MOFFAT OVEN	10/23/14
217	40156795	5419	STORE EQP	MISC OFF	N/A	0	S3502ZBF	09/11/10	I	OPS FAX REPLACE	I	40156795	S3502ZBF	OPS FAX REPLACE	09/11/10
218	40156797	5419	STORE EQP	MISC	N/A	0	0	11/04/06	I	OVEN REPAIR	I	40156797	0	OVEN REPAIR	11/04/06
219	40156801	5419	STORE EQP	BAKERY EQ	N/A	0	0	05/20/06	I	PHOTO CAKE	I	40156801	0	PHOTO CAKE	05/20/06
220	40156802	5419	STORE EQP	BAKERY EQ	N/A	0	0	12/31/09	I	PHOTOCAKE SYSTEM	I	40156802	0	PHOTOCAKE	12/31/09
221	40156803	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	12/31/09	I	PHOTOCAKE SYSTEM	I	40156803	0	PHOTOCAKE	12/31/09
222	40156805	5419	STORE EQP	DP EXTERN	N/A	0	0	09/10/11	I	POINT OF ENTRY PC	I	40156805	0	POINT OF ENTRY PC	09/10/11
223	40156806	5419	STORE EQP	MISC	N/A	0	0	03/27/10	I	PRESSURE WASHER	I	40156806	0	PRESSURE WASHER	03/27/10
224	40156810	5419	STORE EQP	PRODUCE	N/A	0	B0763265	06/17/06	I	PRODUCE CASE	I	40156810	B0763265	PRODUCE CASE	06/17/06
225	40156809	5419	STORE EQP	PRODUCE	N/A	0	B0763261	06/17/06	I	PRODUCE CASE	I	40156809	B0763261	PRODUCE CASE	06/17/06
226	40156812	5419	STORE EQP	PRODUCE	N/A	0	0	05/19/07	I	PRODUCE KITS	I	40156812	0	PRODUCE KITS	05/19/07
227	40241014	5419	STORE EQP	SHELVING	N/A	0	N/A	10/18/12	I	RACKS	I	40241014	N/A	RACKS	10/18/12
228	40156815	5419	STORE EQP	SHELVING	N/A	0	0	05/17/08	I	RACKS	I	40156815	0	RACKS	05/17/08
229	40156817	5419	STORE EQP	MISC	N/A	0	0	10/06/12	I	RATE CHARGE	I	40156817	0	RATE CHARGE	10/06/12
230	40156818	5419	STORE EQP	SHELVING	N/A	0	0	09/08/07	I	RAZOR PEGBOARD WITH	I	40156818	0	RAZOR PEGBOARD	09/08/07
231	40156820	5419	STORE EQP	MISC	N/A	0	0	03/26/11	I	RECYCLE BIN	I	40156820	0	RECYCLE BIN	03/26/11
232	40156819	5419	STORE EQP	MISC	N/A	0	0	03/26/11	I	RECYCLE BIN	I	40156819	0	RECYCLE BIN	03/26/11
233	40156821	5419	STORE EQP	MISC	N/A	0	0	06/14/08	I	REMOVE CASE	I	40156821	0	REMOVE CASE	06/14/08
234	40156950	5419	STORE LHI	ELEC/LIGHT	N/A	0	0	07/15/06	I	REMOVE CASES	I	40156950	0	REMOVE CASES	07/15/06
235	40156951	5419	STORE LHI	ELEC/LIGHT	N/A	0	0	07/12/08	I	REMOVE CEILING ,GRID	I	40156951	0	REMOVE CEILING	07/12/08
236	40156952	5419	STORE LHI	FLOORS	N/A	0	0	06/14/08	I	RETILE FLOOR	I	40156952	0	RETILE FLOOR	06/14/08
237	40156953	5419	STORE LHI	MISC	N/A	0	0	04/22/06	I	REWORK DRAIN	I	40156953	0	REWORK DRAIN	04/22/06
238	40156968	5419	DPISOFTW	LICENSES	N/A	0	0	12/31/09	I	RUNTIME, MCAST AND	I	40156968	0	RUNTIME, MCAST	12/31/09
239	40156824	5419	STORE EQP	MISC	N/A	0	0	07/14/07	I	SALAD BOWL SET	I	40156824	0	SALAD BOWL SET	07/14/07
240	40239947	5419	STORE EQP	DELI EQUIP	N/A	0	N/A	10/29/12	I	SALAD CHANNEL PAN SET	I	40239947	N/A	SALAD CHANNEL	10/29/12

SEG
Store #5419
Exhibit
Furniture, Fixtures, and Equipment - Included

Item Number	Asset Tag Number	Asset Location	Main Type	Sub Type	Asset Manufacturer	Asset Model	Serial Number	Installation Date	Asset Status	Local Identifier	Asset Condition Indicator	SEG Asset Number	SEG Serial Number	SEGAsset Description	Date Created
241	40156827	5419	STORE EQP	MISC	N/A	0	0	10/06/12	I	SEAT	I	40156827	0	SEAT	10/06/12
242	40156828	5419	STORE EQP	SHELVING	N/A	0	0	04/23/11	I	SHELF FOR HISPANIC	I	40156828	0	SHELF FOR	04/23/11
243	40335317	5419	STORE EQP	SHELVING	N/A	0	N/A	08/04/14	I	SHELVES	I	40335317	N/A	SHELVES	08/04/14
244	40262255	5419	STORE EQP	SHELVING	N/A	0	N/A	02/22/13	I	SHELVES	I	40262255	N/A	SHELVES	02/22/13
245	40259497	5419	STORE EQP	SHELVING	N/A	0	N/A	02/13/13	I	SHELVES	I	40259497	N/A	SHELVES	02/13/13
246	40244305	5419	STORE EQP	SHELVING	N/A	0	N/A	11/30/12	I	SHELVES	I	40244305	N/A	SHELVES	11/30/12
247	40156839	5419	STORE EQP	SHELVING	N/A	0	0	04/24/10	I	SHELVING	I	40156839	0	SHELVING	04/24/10
248	40156838	5419	STORE EQP	SHELVING	N/A	0	0	07/18/09	I	SHELVING	I	40156838	0	SHELVING	07/18/09
249	40156837	5419	STORE EQP	SHELVING	N/A	0	0	06/14/08	I	SHELVING	I	40156837	0	SHELVING	06/14/08
250	40156836	5419	STORE EQP	SHELVING	N/A	0	0	06/14/08	I	SHELVING	I	40156836	0	SHELVING	06/14/08
251	40156835	5419	STORE EQP	SHELVING	N/A	0	0	06/14/08	I	SHELVING	I	40156835	0	SHELVING	06/14/08
252	40156834	5419	STORE EQP	SHELVING	N/A	0	0	06/14/08	I	SHELVING	I	40156834	0	SHELVING	06/14/08
253	40156833	5419	STORE EQP	SHELVING	N/A	0	0	12/01/07	I	SHELVING	I	40156833	0	SHELVING	12/01/07
254	40156832	5419	STORE EQP	SHELVING	N/A	0	0	11/02/07	I	SHELVING	I	40156832	0	SHELVING	11/02/07
255	40156831	5419	STORE EQP	SHELVING	N/A	0	0	07/15/06	I	SHELVING	I	40156831	0	SHELVING	07/15/06
256	40156830	5419	STORE EQP	SHELVING	N/A	0	0	07/15/06	I	SHELVING	I	40156830	0	SHELVING	07/15/06
257	40156829	5419	STORE EQP	SHELVING	N/A	0	0	06/17/06	I	SHELVING	I	40156829	0	SHELVING	06/17/06
258	40156840	5419	STORE EQP	SHELVING	N/A	0	0	12/31/11	I	SHELVING BOX DINNER	I	40156840	0	SHELVING BOX	12/31/11
259	40156841	5419	STORE EQP	SHELVING	N/A	0	0	10/08/11	I	SHELVING DAIRY	I	40156841	0	SHELVING DAIRY	10/08/11
260	40156842	5419	STORE EQP	SHELVING	N/A	0	0	04/21/12	I	SHELVING FOR BAKEWARE	I	40156842	0	SHELVING FOR	04/21/12
261	40156843	5419	STORE EQP	SHELVING	N/A	0	0	06/16/12	I	SHELVING FOR SCHOOL	I	40156843	0	SHELVING FOR	06/16/12
262	40156844	5419	STORE EQP	SHELVING	N/A	0	0	10/08/11	I	SHELVING LAUNDRY	I	40156844	0	SHELVING LAUNDRY	10/08/11
263	40156845	5419	STORE EQP	SHELVING	N/A	0	0	01/29/11	I	SHELVING PASTA SAUCE	I	40156845	0	SHELVING PASTA	01/29/11
264	40156846	5419	STORE EQP	SHELVING	N/A	0	0	08/11/12	I	SHELVING POPTART OR	I	40156846	0	SHELVING POPTART	08/11/12
265	40156847	5419	STORE EQP	SHELVING	N/A	0	0	08/13/11	I	SHELVING RESET FOR CAN	I	40156847	0	SHELVING RESET	08/13/11
266	40156849	5419	STORE EQP	SHELVING	N/A	0	0	12/31/11	I	SHELVING SHAVE CARE	I	40156849	0	SHELVING SHAVE	12/31/11
267	40156848	5419	STORE EQP	SHELVING	N/A	0	0	12/31/11	I	SHELVING SHAVE CARE	I	40156848	0	SHELVING SHAVE	12/31/11
268	40156850	5419	STORE EQP	PRODUCE	N/A	0	0	01/26/08	I	SHIPPING ON THE	I	40156850	0	SHIPPING ON THE	01/26/08
269	40156853	5419	STORE EQP	MISC	N/A	0	0	11/05/11	I	SIGN HOLDERS	I	40156853	0	SIGN HOLDERS	11/05/11
270	40156854	5419	STORE EQP	DELI EQUIP	N/A	0	0	08/11/07	I	SIGN KITS	I	40156854	0	SIGN KITS	08/11/07
271	40156857	5419	STORE EQP	MISC	N/A	0	0	08/12/06	I	SMALLWARE	I	40156857	0	SMALLWARE	08/12/06
272	40156858	5419	STORE EQP	MISC	N/A	0	0	10/09/10	I	SMOKERS POST	I	40156858	0	SMOKERS POST	10/09/10
273	40252249	5419	STORE EQP	BAKERY EQ	N/A	0	N/A	11/28/12	I	SS PASTRY CASE	I	40252249	N/A	SS PASTRY CASE	11/28/12
274	40156860	5419	STORE EQP	DP EXTERN	N/A	0	0	11/01/08	I	STORE	I	40156860	0	STORE	11/01/08
275	40252044	5419	STORE EQP	SHELVING	N/A	0	N/A	12/07/12	I	STORE SHELVES	I	40252044	N/A	STORE SHELVES	12/07/12
276	40156861	5419	STORE EQP	DESK/TABLE	N/A	0	0	04/22/06	I	TABLES	I	40156861	0	TABLES	04/22/06
277	40422742	5419	STORE EQP	TEMPMON	N/A	0	N/A	07/07/16	I	TEMP MONITORING	I	40422742	N/A	TEMP MONITORING	07/07/16
278	40156862	5419	STORE EQP	DP EXTERN	N/A	0	0	10/09/10	I	TIGER STRIPE PROJECT	I	40156862	0	TIGER STRIPE	10/09/10
279	40156863	5419	STORE EQP	SHELVING	N/A	0	0	07/17/10	I	TOBACCO SHELVING BLITZ	I	40156863	0	TOBACCO SHELVING	07/17/10
280	40156864	5419	STORE EQP	MISC	N/A	0	0	03/22/08	I	TRANSDUCER VALVE	I	40156864	0	TRANSDUCER VALVE	03/22/08
281	40259631	5419	STORE LHI	CLEANBRITE	N/A	0	N/A	02/18/13	I	TRELLIS REMOVAL IN	I	40259631	N/A	TRELLIS REMOVAL	02/18/13
282	40156867	5419	STORE EQP	SHELVING	N/A	0	0	06/14/08	I	T-TRACK	I	40156867	0	T-TRACK	06/14/08
283	40156954	5419	STORE LHI	MISC	N/A	0	0	01/29/11	I	UPGRADE AUTO DOORS	I	40156954	0	UPGRADE AUTO	01/29/11
284	40156868	5419	STORE EQP	MISC	N/A	0	311218325	12/31/08	I	UPGRADE AUTOWRAPPER	I	40156868	311218325	UPGRADE	12/31/08
285	40156956	5419	STORE LHI	MISC	N/A	0	0	08/13/11	I	UPGRADE SPRINKLER	I	40156956	0	UPGRADE	08/13/11
286	40239097	5419	STORLHI14Q	PLUMBING	N/A	0	N/A	11/02/12	I	VACUUM PLUMBING	I	40239097	N/A	VACUUM	11/02/12
287	40156870	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	09/08/12	I	VACUUM PUMP	I	40156870	0	VACUUM PUMP	09/08/12
288	40156869	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	09/08/12	I	VACUUM PUMP	I	40156869	0	VACUUM PUMP	09/08/12
289	40262258	5419	STORLHI14Q	FLOORS	N/A	0	N/A	02/20/13	I	VINYL PLANK IN WINE	I	40262258	N/A	VINYL PLANK IN	02/20/13
290	40156877	5419	STORE EQP	MISC	N/A	0	0	02/25/12	I	WALTER RE-LAUNCH	I	40156877	0	WALTER RE-	02/25/12
291	40156876	5419	STORE EQP	MISC	N/A	0	0	02/25/12	I	WALTER RE-LAUNCH	I	40156876	0	WALTER RE-	02/25/12
292	40156875	5419	STORE EQP	MISC	N/A	0	0	01/28/12	I	WALTER RE-LAUNCH	I	40156875	0	WALTER RE-	01/28/12
293	40403470	5419	STORE EQP	H2O COOLER	N/A	0	N/A	07/24/15	I	WATER FOUNTAIN	I	40403470	N/A	WATER FOUNTAIN	07/24/15
294	40265107	5419	STORE EQP	H2O HTRS	N/A	0	N/A	06/20/13	I	WATER HEATER RECLAIM	I	40265107	N/A	WATER HEATER	06/20/13
295	40324192	5419	STORE EQP	MISC	N/A	0	N/A	11/04/13	I	WATER PUMP	I	40324192	N/A	WATER PUMP	11/04/13
296	40156878	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	05/19/12	I	WIRE DUMP BIN	I	40156878	0	WIRE DUMP BIN	05/19/12
297	40156879	5419	STORE EQP	MISC	N/A	0	0	05/19/12	I	WIRE DUMP BIN SIGN	I	40156879	0	WIRE DUMP BIN	05/19/12
298	40156882	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	05/19/12	I	WIRE DUMP BINS	I	40156882	0	WIRE DUMP BINS	05/19/12
299	40156881	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	05/19/12	I	WIRE DUMP BINS	I	40156881	0	WIRE DUMP BINS	05/19/12
300	40156880	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	05/19/12	I	WIRE DUMP BINS	I	40156880	0	WIRE DUMP BINS	05/19/12
301	40156883	5419	STORE EQP	MISC	N/A	0	0	05/19/12	I	WIRE DUMP BINS	I	40156883	0	WIRE DUMP BINS	05/19/12
302	40156884	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	05/19/12	I	WIRE DUMP BINS KITS	I	40156884	0	WIRE DUMP BINS	05/19/12
303	40156885	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	05/19/12	I	WIRE DUMP BINS SIGNS	I	40156885	0	WIRE DUMP BINS	05/19/12
304	40156886	5419	STORE EQP	ELEC/LIGHT	N/A	0	0	03/22/08	I	WIRE SOUP KETTLE	I	40156886	0	WIRE SOUP KETTLE	03/22/08
305	40156887	5419	STORE EQP	NRG EQUIP	N/A	0	0	08/09/08	I	WIRING FOR ENERGY PROJECT	I	40156887	0	WIRING FOR ENERGY PROJECT	08/09/08

SEG
Store #5419
Exhibit
IT & Asset Protection - Included

Item Number	Main Type	Equipment Type	Quantity	Description
1	CLOSED STORE NO IT			

Note #1- All Hard Drives will be removed from CCTV camera systems at a minimum.

Note #2- All computer technology left behind will need to be reloaded with buyer's software.

EXHIBIT A

Lease

Store #5419 – Seneca, SC

Lease between Seneca 130, LLC, and BI-LO, LLC, as successor in interest to BI-LO, Inc., dated July 6, 2000, as amended and assigned.

EXHIBIT B

Form of Assignment and Assumption of Lease

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment**") is entered into and effective as of _____, 2018, by and between _____, a _____, whose address is _____ ("**Seller**"), and _____, a _____, whose address is _____ ("**Buyer**"). Seller and Buyer are referred to collectively herein as the "**Parties**."

WHEREAS, the Parties are parties to that certain Lease Sale Agreement, dated _____, 2018 (the "**Purchase Agreement**") (capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement);

WHEREAS, the execution and delivery of this Assignment is contemplated by the Purchase Agreement; and

WHEREAS, Seller desires to assign, transfer, convey, and deliver to Buyer the Lease described in **Exhibit A** attached hereto including all amendments, modifications, and supplements thereto (collectively, the "**Lease**"), and Buyer desires to accept an assignment of the Lease together with all right, title, and interest of Seller thereunder. The Lease encumber all or a portion of those certain properties (the "**Leased Premises**") which properties are more specifically described on **Exhibit B** attached hereto (the "**Premises**").

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the Parties hereby agree as follows:

1) Assignment and Assumption of Lease. Effective as of the Closing, Seller hereby assigns, transfers, conveys, and delivers to Buyer all of Seller's estate, right, title and interest as tenant of the leasehold estate described under the Lease, and Buyer hereby accepts the assignment, transfer, conveyance, and delivery of Seller's estate, rights, title and interest in, to and under such leasehold estate, and assumes and agrees to pay, discharge, and perform when due all of Seller's obligations as tenant, under the Lease.

2) Indemnity. Assignee shall indemnify, defend and hold harmless Assignor from and against any and all claims, losses, costs, causes of action, expenses (including, but not limited to, reasonable attorneys' fees and expenses), liabilities or damages arising from or related to the Lease or the Acquired Assets (as defined in the Purchase Agreement) under the Purchase Agreement, if and to the extent accruing or arising on or after the date hereof.

3) Conflict. The assignment and assumption of the Lease (and the obligations thereunder) made hereunder are made in accordance with and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants, and agreements contained therein), which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this Assignment,

nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the Purchase Agreement.

4) Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment.

5) Amendments. This Assignment may not be amended or modified except by an instrument in writing signed by, or on behalf of, Buyer and Seller.

6) Counterparts; Facsimile and Electronic Signatures. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile copies or delivered by electronic mail (e-mail) communications by portable document format (.pdf), each of which shall be deemed an original.

7) Governing Law. This Assignment shall be governed by the Laws of the state in which the Leased Premises are located.

8) Third Party Beneficiaries and Obligations. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Assignment, express or implied, is intended to or shall confer upon any Person other than the Parties or their respective successors and permitted assigns, any rights, remedies, or liabilities under or by reason of this Assignment.

9) Recordation. Seller makes no representation regarding the recordability of this Assignment, nor the Lease or related documents. Seller shall bear no liability for the failure of the Lease or related documents to be recorded.

10) Further Assurances. Each of the Parties, without additional consideration, shall execute and deliver all such further documents and do such other things as the other Party may reasonably request to give full effect to this Assignment, including, without limitation, any other form of assignment agreement required in order to record this Assignment in the appropriate public records of the county in which each of the Leased Premises are located.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

SELLER:

[_____,
a _____]

By: _____
Name: _____
Title: _____

[ACKNOWLEDGMENTS]

BUYER:

[_____,
a _____]

By: _____
Name: _____
Title: _____

[ACKNOWLEDGMENTS]

EXHIBIT C

Form of Quitclaim Bill of Sale

QUITCLAIM BILL OF SALE

THIS **QUITCLAIM BILL OF SALE** (this "Bill of Sale") is entered into and effective as of [_____], 2018, by and among [_____], a [_____] ("Seller") and [_____], a [_____] ("Buyer"). Seller and Buyer are referred to collectively herein as the "Parties."

WHEREAS, the Parties are parties to that certain Purchase Agreement, dated [_____], 2018 (the "Purchase Agreement") (capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement); and

WHEREAS, the execution and delivery of this Bill of Sale is contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Purchase Agreement, the Parties hereby agree as follows:

1. Sale and Acceptance of Acquired Assets. For true and lawful consideration paid by Buyer, the sufficiency of which is hereby acknowledged, effective as of the date hereof, (a) Seller hereby sells, assigns, transfers, conveys, grants and delivers to Buyer all of its right, title and interest in and to the Acquired Assets, and (b) Buyer hereby accepts the foregoing sale and assignment.

2. Conflict. In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail.

3. No Representation. This Bill of Sale is made without any covenant, warranty or representation by, or recourse against, Seller or any of Seller's Affiliates of any kind whatsoever.

4. Severability. Whenever possible, each provision of this Bill of Sale shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Bill of Sale is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Bill of Sale.

5. Amendments. This Bill of Sale may not be amended or modified except by an instrument in writing signed by, or on behalf of, Buyer and Seller.

6. Counterparts; Facsimile and Electronic Signatures. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Bill of Sale or any counterpart may be executed and delivered by facsimile copies or delivered by electronic communications by portable document format (.pdf), each of which shall be deemed an original.

7. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the internal Laws of the State of Florida (without giving effect to the principles of conflicts of Laws thereof).

8. Third Party Beneficiaries and Obligations. This Bill of Sale shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Bill of Sale, express or implied, is intended to or shall confer upon any Person other than the Parties or their respective successors and permitted assigns, any rights, remedies, or liabilities under or by reason of this Bill of Sale.

9. Entire Agreement. This Bill of Sale, together with the Purchase Agreement and the exhibits and the documents referred to in the Purchase Agreement, contain the entire understanding between the Parties with respect to the transactions contemplated hereby and supersede all prior agreements, understandings, representations and statements, oral or written, between the Parties on the subject matter hereof, which such prior agreements, understandings, representations and statements, oral or written, shall be of no further force or effect.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale as of the date first above written.

[SELLER]

By: _____
Name:
Title:

[Seller Signature Page to Bill of Sale]

[BUYER]

By: _____
Name:
Title:

[Buyer Signature Page to Bill of Sale]

EXHIBIT D

Form of Landlord Notice

[SELLER LETTERHEAD]

[_____], 2018

[CONTACT NAME]
[ADDRESS]
[ADDRESS]
[ADDRESS]

Re: Notice of Assignment of Lease

Dear [_____]:

We are writing in regards to the lease dated [_____] (the "Lease"), between [_____] ("Landlord") and [_____] ("Winn-Dixie") pursuant to which Winn-Dixie leases from Landlord certain premises located at [_____] (the "Store").

Winn-Dixie has assigned the Lease to [_____] ("New Tenant"). New Tenant has assumed all responsibilities and obligations under the Lease.

We ask for our records that you please countersign below acknowledging your receipt of this notice and return a fully executed original by mail to the attention of [_____] at the address above.

Should you require any further information or assistance in connection with the foregoing, please contact [_____].

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Very truly yours,

[_____]

By: _____
[_____]

Acknowledged as of _____:

_____

By: _____
Name: _____
Title: _____

EXHIBIT E

Wiring Instructions

[DELETED FOR PURPOSES OF FILING]

EXHIBIT F

Intentionally Omitted

EXHIBIT G

FORM OF LANDLORD ESTOPPEL

Re: Lease dated _____ by and between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**"), and amendments thereto ("**Lease**"), for premises containing approximately _____ square feet located at _____ Shopping Center in the City of _____, County of _____, State of _____ ("**Premises**").

The undersigned officer of Landlord hereby certifies to _____ ("**Purchaser**"), that as of _____, 2018 (the **"Certificate Date"**), the following is true and correct:

1. That the original Lease is a currently effective lease, as amended as described below, conveying a leasehold estate in the Premises to Tenant, and the Lease has been amended or is evidenced only by:

   (a)
   (b)
   (c)
   (d)

2. That the term of the Lease commenced _____, and is scheduled to expire on _____, unless renewed or terminated in accordance with the terms of the Lease. Pursuant to the Lease, Tenant is entitled to renew the Lease for _____ (____) terms of _____ (_____) years each.

3. That all rent and other sums due from Tenant to Landlord have been paid through and including the last day of the month in which the Certificate Date falls, and Tenant currently has no defense, set-offs, or counterclaims to the payment of rent or other sums due Landlord under the Lease. No rent has been paid more than one (1) month in advance of the due date and no security deposit has been paid to Landlord.

4. That there are no events or conditions existing which, with or without notice or the lapse of time or both, would constitute a monetary or other default of Landlord under the Lease or entitle Tenant to offsets or defenses against any of Tenant's obligations.

5. That there are no events or conditions existing which, with or without notice or the lapse of time or both, would constitute a monetary or other default of Tenant under the Lease or entitle Landlord to offsets or defenses against any of Landlord's obligations.

6. The address for notices to Landlord is:[_____]..

Capitalized terms used in this Estoppel Certificate and not otherwise specifically defined shall have the meaning ascribed thereto in the Lease.

Landlord acknowledges and agrees that Landlord and its successors and assigns will be bound by, and Purchaser and Purchaser's successors and assigns may rely on, the contents of this Estoppel Certificate.

LANDLORD
a
By:
Name:
Title:
Date:

Exhibit B

Proposed Order

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	:	
	:	**Chapter 11**
SOUTHEASTERN GROCERS, LLC, *et al.*	:	**Case No. 18–10700 (MFW)**
Debtors.[1]	:	**(Jointly Administered)**
	:	**Re: Docket Nos. 15 & __**

ORDER (I) APPROVING THE LEASE SALE AGREEMENT AMONG SELLER AND PUBLIX SUPER MARKETS, INC.; (II) AUTHORIZING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES; (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN LEASE IN CONNECTION THEREWITH; AND (IV) GRANTING RELATED RELIEF

Upon the motion to approve the Discrete Lease Sale Procedures, dated March 27, 2018 (D.I. 15) (the "**Motion**") and the notice, dated April __, 2018 (D.I. __) (the "**Sale Notice**"),[2] each filed by Southeastern Grocers, LLC and its affiliated debtors in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**"), seeking, among other things, entry of an order, pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 6004, and 6006 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rules 2002-1 and 6004-1 of the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, as applicable, are: Southeastern Grocers, LLC (5190); ARP Ballentine LLC (6936); ARP Chickamauga LLC (9515); ARP Hartsville LLC (7906); ARP James Island LLC (9163); ARP Moonville LLC (0930); ARP Morganton LLC (4010); ARP Winston Salem LLC (2540); BI-LO Finance Corp. (0498); BI-LO Holding Finance, Inc. (9227); BI-LO Holding Finance, LLC (1412); BI-LO Holding, LLC (5611); BI-LO, LLC (0130); Dixie Spirits Florida, LLC (6727); Dixie Spirits, Inc. (2359); Opal Holdings, LLC (2667); Samson Merger Sub, LLC (4402); Winn-Dixie Logistics, LLC (2949); Winn-Dixie Montgomery Leasing, LLC (6899); Winn-Dixie Montgomery, LLC (2119); Winn-Dixie Properties, LLC (7105); Winn-Dixie Raleigh Leasing, LLC (6812); Winn-Dixie Raleigh, LLC (0665); Winn-Dixie Stores, Inc. (4290); Winn-Dixie Stores Leasing, LLC (7019); Winn-Dixie Supermarkets, Inc. (8837); and Winn-Dixie Warehouse Leasing, LLC (6709). The Debtors' mailing address is 8928 Prominence Parkway, #200, Jacksonville, Florida 32256.

[2] Capitalized terms used herein but not otherwise defined have the meanings given to them in the Sale Notice or Motion, as applicable.

Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "**Local Rules**"), authorizing and approving the sale of the Assets free and clear of all liens, claims, interests, and encumbrances, including the assumption and assignment of a certain unexpired lease of the Debtors in connection therewith, as more particularly described in the Sale Notice (the "**Lease**"); and the Court having taken into consideration this Court's prior order, dated April 2, 2018 (D.I. 162) (the "**Discrete Procedures Order**"), approving procedures for the sale or disposition of certain of the Debtors' stores, including certain executory contracts, unexpired leases and assets related thereto (the "**Discrete Lease Sale Procedures**"); and due and proper notice of the Sale Notice having been provided to the Sale Notice Parties (as defined in the Discrete Lease Sale Procedures and Discrete Procedures Order) in accordance with the Discrete Procedures Order; and all Sale Notice Parties having had an opportunity to object in accordance with the Discrete Procedures Order; [and the Court having conducted a hearing on the Sale Notice (the "**Sale Hearing**") on __, 2018, at which time all interested parties (including all Sale Notice Parties) were offered an opportunity to be heard with respect to the Sale Notice;] and the Court having reviewed and considered (i) the Sale Notice and the exhibits thereto, (ii) the Lease Sale Agreement, dated as of April 25, 2018, by and between Seller and Publix Super Markets, Inc., a Florida corporation (the "**Buyer**"), a copy of which is attached hereto as **Exhibit A** (the "**Lease Sale Agreement**"), whereby the Debtors have agreed, among other things, to sell the Assets to Buyer, including the Lease that will be assumed and assigned to Buyer, on the terms and conditions set forth in the Lease Sale Agreement (the "**Sale Transaction**")[, and (iii) the arguments of counsel made, and the evidence proffered and adduced, at the Sale Hearing]; and it appearing that due notice of the Sale Notice and the form of this order (the "**Proposed Sale Order**") having been provided in accordance with the Discrete

Procedures Order; and it appearing that the relief requested in the Sale Notice and granted herein is in the best interests of the Debtors, their estates and creditors and all parties in interest in these chapter 11 cases; and upon the record in these chapter 11 cases; and after due deliberation thereon; and good cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052 made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. **Jurisdiction and Venue**. This Court has jurisdiction to decide the Sale Notice and over the Sale Transaction and the property of the Debtors' estates, including the Assets, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This matter is a core proceeding pursuant to 28 U. S.C. § 157. Venue of these chapter 11 cases and the Sale Notice in this District is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory and Rule Predicates**. The statutory and other legal predicates for the relief sought in the Motion and Sale Notice are sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, and Local Rules 2002-1 and 6004-1.

D. **Notice and Opportunity to Object**. A fair and reasonable opportunity to object to and to be heard with respect to the Sale Notice, the Sale Transaction and the relief requested in the Sale Notice has been given, as required by the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules to all Persons entitled to notice pursuant to the Discrete Procedures Order,

including, but not limited to, the following: (i) all non-Debtor parties to the Lease, (ii) counsel to the Buyer; (iii) all entities known or reasonably believed to have asserted a lien, encumbrance, claim or other interest in any of the Assets; (iv) all parties who have requested notice in these chapter 11 cases pursuant to Bankruptcy Rule 2002; and (v) all other Sale Notice Parties. Such notice was good, sufficient, and appropriate under the circumstances, and complied in all respects with the Discrete Procedures Order and the Local Rules. No other or further notice of the foregoing is required.

E. **Final Order**. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

F. **Sound Business Purpose**. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of the Sale Notice, the Lease Sale Agreement, and the Sale Transaction and in entering into the Lease Sale Agreement and related Bill of Sale and Assignment and Assumption Agreement (the "**Related Agreements**"). The Debtors' entry into and performance under the Lease Sale Agreement and Related Agreements (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties, (ii) provide value to and are beneficial to the Debtors' estates, and are in the best interests of the Debtors and their stakeholders, and (iii) are reasonable and appropriate under the circumstances. Business justifications for the Sale Transaction include, but are not limited to, the following: (i) the Lease Sale Agreement constitutes the highest or otherwise best offer received for the Assets; (ii) the Lease Sale Agreement presents the best opportunity to maximize the value of the Assets and avoid decline and devaluation of the Assets; and (iii) the value of the Debtors' estates will be maximized through the sale of the Assets pursuant to the Lease Sale Agreement.

G. **Compliance with Discrete Procedures Order**. The Debtors, the Buyer, and their respective counsel and other advisors have complied with the Discrete Procedures Order and the Discrete Lease Sale Procedures in all respects.

H. **Sale Process**. (i) The Debtors and their advisors, including Evercore Partners, LLC, engaged in a robust and comprehensive marketing and sale process, (ii) the Debtors conducted a fair and open sale process, (iii) the sale process was non-collusive and provided a full, fair and reasonable opportunity for other entities to make an offer to purchase the Assets, and (iv) the process maximized value for the Assets for the Debtors and their estates.

I. **Fair Consideration**. The consideration to be paid by Buyer under the Lease Sale Agreement constitutes fair and reasonable consideration for the Assets.

J. **No Successor or Other Derivative Liability**. Buyer is not, and will not be, a mere continuation, and is not holding itself out as a mere continuation, of any of the Debtors or their respective estates and there is no continuity between Buyer and the Debtors. The Sale Transaction does not amount to a consolidation, merger or *de facto* merger of Buyer and any of the Debtors.

K. **Good Faith**. The Lease Sale Agreement and each of the transactions contemplated therein were negotiated, proposed and entered into by the Debtors and Buyer in good faith, without collusion and from arm's-length bargaining positions. Buyer is a "good faith purchaser" within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. Neither the Debtors nor Buyer have engaged in any conduct that would cause or permit the Lease Sale Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Buyer is not an "insider" of any of the Debtors, as that term is defined in section 101 of the Bankruptcy Code, and no

common identity of incorporators, directors, or controlling stockholders existed between Buyer and the Debtors.

L. **Notice**. As evidenced by the certificates of service filed with the Court: (i) proper, timely, adequate and sufficient notice of the Sale Notice, [the Sale Hearing,] the Sale Transaction and the Proposed Sale Order was provided by the Debtors; (ii) such notice was good, sufficient and appropriate under the particular circumstances and complied with the Discrete Lease Sale Procedures as approved by the Discrete Procedures Order and the Local Rules; and (iii) no other or further notice of the Sale Notice[, the Sale Hearing], the Sale Transaction, or the Proposed Sale Order is required.

M. **Cure Notice**. As evidenced by the certificates of service filed with the Court, and in accordance with the provisions of the Discrete Lease Sale Procedures as approved by the Discrete Procedures Order, the Debtors have served notice (the "Cure Notice") of the Debtors' intent to assume and assign the Lease and of the related proposed cure amounts (the "Cure Amounts") upon each non-debtor counterparty to the Lease. The service of the Cure Notice was good, sufficient and appropriate under the circumstances and no further notice need be given with respect to the Cure Amounts for the assumption and assignment of the Lease. All non-Debtor parties to the Lease have had a reasonable opportunity to object both to the Cure Amounts listed on the Cure Notice and to the assumption and assignment of the Lease to Buyer.

N. **Satisfaction of Section 363(f) Standards**. The Debtors may sell the Assets free and clear of all liens, claims (including those that constitute a "claim" as defined in section 101(5) of the Bankruptcy Code), rights, liabilities, encumbrances and other interests of any kind or nature whatsoever against the Debtors or the Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions,

obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims or claims for taxes of or against the Debtors, and any derivative, vicarious, transferee or successor liability claims, rights or causes of action (whether in law or in equity, under any law, statute, rule or regulation of the United States, any state, territory, or possession thereof or the District of Columbia), whether arising prior to or subsequent to the commencement of these chapter 11 cases, whether known or unknown, and whether imposed by agreement, understanding, law, equity or otherwise arising under or out of, in connection with, or in any way related to the Debtors, the Debtors' interests in the Assets, the operation of the Debtors' businesses before the Closing (as defined below), or the transfer of the Debtors' interests in the Assets to Buyer (collectively, excluding any liabilities expressly assumed under the Lease Sale Agreement, the "Claims"), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Claims who did not timely object (or who ultimately withdrew their objections, if any) to the Sale Transaction or the Sale Notice are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Claims who did object that have an interest in the Assets fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are therefore adequately protected by having their Claims that constitute interests in the Assets, if any, attach solely to the proceeds of the Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force and effect that such holders had prior to the Sale Transaction, subject to any defenses of the Debtors. All Persons having Claims of any kind or nature whatsoever against the Debtors or the Assets shall be forever barred, estopped and permanently enjoined

from pursuing or asserting such Claims against Buyer or any of its assets, property, Affiliates, successors, assigns, or the Assets.

O. **Assumption and Assignment of Lease**. The assumption and assignment of the Lease is integral to the Lease Sale Agreement, is in the best interests of the Debtors and their estates, and represents the reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Lease (i) is necessary to sell the Assets to Buyer, (ii) limits the losses suffered by counterparties to the Lease, and (iii) maximizes value for all of the Debtors' stakeholders by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Lease.

P. With respect to the Lease, the Debtors have met all requirements of section 365(b) of the Bankruptcy Code. Further, Buyer has provided adequate assurance of future performance under the Lease in satisfaction of sections 365(b) and 365(f) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the counterparties to such Lease. Accordingly, the Lease may be assumed by the Debtors and assigned to Buyer as provided for in the Lease Sale Agreement.

Q. **Validity of the Transfer**. As of the Closing (as defined in the Lease Sale Agreement), the transfer of the Assets to Buyer will be a legal, valid and effective transfer of the Assets, and will vest Buyer with all right, title and interest of the Debtors in and to the Assets, free and clear of all Claims.

R. The Debtors (i) have full corporate or limited liability company (as applicable) power and authority to execute the Lease Sale Agreement and all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized by all necessary action of the Debtors, (ii) have all of the corporate or limited liability company (as applicable) power and

authority necessary to consummate the transactions contemplated by the Lease Sale Agreement, and (iii) upon entry of this Order, other than any consents identified in the Lease Sale Agreement (including with respect to antitrust matters), need no consent or approval from any other Person to consummate the Sale Transaction.

S. The Assets constitute property of the Debtors' estates and good title is vested in the Debtors' estate within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and rightful owners of the Assets, and no other Person has any ownership right, title, or interests therein.

T. The Lease Sale Agreement is a valid and binding contract between the Debtors and Buyer and shall be enforceable pursuant to its terms. The Lease Sale Agreement and the Sale Transaction, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, any chapter 7 or chapter 11 trustee appointed in these chapter 11 cases, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

U. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. The sale of the Assets must be approved and consummated promptly in order to preserve the value of the Assets. Therefore, time is of the essence in consummating the Sale Transaction, and the Debtors and Buyer intend to close the Sale Transaction as soon as reasonably practicable. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the immediate approval and consummation of the Sale Transaction as contemplated by the Lease Sale Agreement. Accordingly, there is sufficient cause to lift the stay contemplated by Bankruptcy Rules 6004(h) and 6006(d) with regards to the transactions contemplated by this Order.

V. **Legal and Factual Bases**. The legal and factual bases set forth in the Sale Notice and herein establish just cause for the relief granted herein.

NOW THEREFORE, IT IS ORDERED THAT:

1. **Motion is Granted**. The Sale Notice and the relief requested therein is granted and approved, as set forth herein.

2. **Objections Overruled**. [All objections (except for objections to Cure Amounts, if any, that have been adjourned, solely to the extent such objections relate to any asserted cure obligations pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code (the "**Adjourned Cure Objections**")), if any, to the Sale Notice or the relief requested therein that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits]/[No objections to the relief requested in the Sale Notice were received].

3. **Notice.** Notice of the Sale Notice and the relief requested therein [and the Sale Hearing] was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

4. **Fair Purchase Price**. The consideration provided by Buyer under the Lease Sale Agreement is fair and reasonable.

5. **Approval of the Lease Sale Agreement**. The Lease Sale Agreement, all transactions contemplated therein and all of the terms and conditions thereof are hereby approved. The failure specifically to include any particular provision of the Lease Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Lease Sale Agreement be authorized and approved in its entirety.

6. **Consummation of Sale Transaction**. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, the Debtors, as well as their officers, employees and agents, are authorized to execute, deliver and perform their obligations under and comply with the terms of the Lease Sale Agreement and to consummate the Sale Transaction, pursuant to and in accordance with the terms and conditions of the Lease Sale Agreement and this Order.

7. The Debtors, their Affiliates and their respective officers, employees and agents, are authorized to execute and deliver, and authorized to perform under, consummate and implement all additional instruments and documents that may be reasonably necessary or desirable to implement the Lease Sale Agreement and to take all further actions as may be (a) reasonably requested by Buyer for the purpose of assigning, transferring, granting, conveying and conferring to Buyer, or reducing to possession, the Assets or (b) necessary or appropriate to the performance of the obligations contemplated by the Lease Sale Agreement, all without further order of the Court.

8. All Persons that are currently in possession of some or all of the Assets are hereby directed to surrender possession of such Assets to Buyer as of the Closing.

9. Each and every any federal, state, local, or foreign government or governmental or regulatory authority, agency, board, bureau, commission, court, department, or other governmental entity is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Lease Sale Agreement.

10. **Transfer of Assets Free and Clear**. Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized to transfer the Assets in accordance with the terms of the Lease Sale Agreement. The Assets shall be transferred to Buyer, and upon

the Closing, such transfer shall: (a) be valid, legal, binding and effective; (b) vest Buyer with all right, title and interest of the Debtors in the Assets; and (c) be free and clear of all Claims in accordance with section 363(f) of the Bankruptcy Code, with all Claims that represent interests in property to attach to the net proceeds of the Sale Transaction, in the same amount and order of their priority, with the same validity, force and effect which they have against the Assets, and subject to any claims and defenses the Debtors may possess with respect thereto, in each case immediately before the Closing.

11. Except as otherwise provided in the Lease Sale Agreement, all Persons (and their respective successors and assigns) including, without limitation, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, employees, former employees, trade creditors and any other creditors holding Claims against the Debtors or the Assets, are hereby forever barred, estopped and permanently enjoined from asserting or pursuing such Claims against Buyer, its Affiliates, successors or assigns, its property or the Assets, including, without limitation, taking any of the following actions with respect to a Claim (other than an Assumed Liability): (a) commencing or continuing in any manner any action or other proceeding against Buyer, its Affiliates, successors or assigns, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against Buyer, its Affiliates, successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any Claims against Buyer, its successors or assigns, assets or properties; (d) asserting a Claim as a setoff (but only if the setoff was not taken pre-petition) against any obligation due Buyer or its successors or assigns; or (e) commencing or continuing any action in any manner or place that does not comply, or is inconsistent, with the provisions of this Order or the agreements

or actions contemplated or taken in respect thereof. No such Persons shall assert or pursue against Buyer or its Affiliates, successors or assigns any such Claim.

12. This Order (a) shall be effective as a determination that, as of the Closing, all Claims, have been unconditionally released, discharged and terminated as to Buyer and the Assets, and that the conveyances and transfers described herein have been effected, and (b) is and shall be binding upon and govern the acts of all Persons, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing Persons is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Lease Sale Agreement.

13. Following the Closing of the Sale Transaction, no holder of any Claim shall interfere with Buyer's title to or use and enjoyment of the Assets based on or related to any such Claim or based on any actions the Debtors may take in these chapter 11 cases.

14. Except as expressly set forth in the Lease Sale Agreement, Buyer and its successors and assigns shall have no liability for any Claim, whether known or unknown as of the Closing Date (as defined in the Lease Sale Agreement), now existing or hereafter arising, whether fixed or contingent, whether derivatively, vicariously, as a transferee or successor or otherwise, of any kind, nature or character whatsoever, including Claims arising under, without limitation: (a) any employment or labor agreements or the termination thereof; (b) any pension,

welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of or related to any of the Debtors or any Debtor's Affiliates or predecessors or any current or former employees of any of the foregoing, or the termination of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation involving one or more of the Debtors; and (e) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Notification Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980, (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or any other similar state and local laws, (xiii) state workers' compensation laws or (xiv) any other state, local or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment or termination of employment with any or all Debtors or any predecessors; (xv) any antitrust laws; (xvi) any product liability or similar laws, whether state or federal or otherwise; (xvii) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (xviii) any bulk sales or similar laws; (xix) any federal, state or local tax statutes, regulations or ordinances, including, without limitation, the Internal Revenue

Code of 1986, as amended; and (xx) any common law doctrine of *de facto* merger or successor or transferee liability, successor-in-interest liability theory or any other theory of or related to successor liability.

15. Nothing in this Order or the Lease Sale Agreement releases, nullifies, precludes, or enjoins the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order or the Lease Sale Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

16. If any Person that has filed financing statements, mortgages, mechanic's liens, *lis pendens* or other documents or agreements evidencing Claims against or in the Debtors or the Assets shall not have delivered to the Debtors prior to the Closing of the Sale Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the Person has with respect to the Debtors or the Assets or otherwise, then with regard to the Assets that are purchased by Buyer pursuant to the Lease Sale Agreement and this Order (a) the Debtors are hereby authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the Person with respect to the Assets and (b) Buyer is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Claims against the Assets.

This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office.

17. **No Successor or Other Derivative Liability**. By virtue of the Sale Transaction, Buyer shall not be deemed to: (a) be a legal successor, or otherwise be deemed a successor to any of the Debtors; (b) have, *de facto* or otherwise, merged with or into any or all Debtors; or (c) be a mere continuation or substantial continuation of any or all Debtors or the enterprise or operations of any or all Debtors.

18. **Assumption and Assignment of Lease**. The Debtors are hereby authorized in accordance with sections 105(a) and 365 of the Bankruptcy Code to assume and assign the Lease to Buyer free and clear of all Claims, and to execute and deliver to Buyer such documents or other instruments as may be necessary to assign and transfer the Lease to Buyer as provided in the Lease Sale Agreement. Upon the Closing, Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Lease and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Lease. Buyer acknowledges and agrees that from and after the Closing, subject to and in accordance with the Lease Sale Agreement, it shall comply with the terms of the assumed and assigned Lease in its entirety, including any indemnification obligations expressly contained in such Lease that could arise as a result of events or omissions that occur from and after the Closing, unless any such provisions are not enforceable pursuant to the terms of this Order.

19. All Cure Amounts shall be determined and paid by the Debtors in accordance with the Discrete Lease Sale Procedures as approved by the Discrete Procedures Order. Payment of the Cure Amounts shall be in full satisfaction and cure of any and all defaults under the Lease, whether monetary or non-monetary. Each non-Debtor party to the Lease is forever barred,

estopped and permanently enjoined from asserting against the Debtors or Buyer, their respective Affiliates, successors or assigns or the property of any of them, any default if such default was not raised or asserted prior to [or on the Objection Deadline]/[or at the Sale Hearing].

20. [An Adjourned Cure Objection may be resolved after the Closing Date. Upon resolution of an Adjourned Cure Objection and the payment of the Cure Amount, if any, the Lease shall be deemed assumed and assigned to the Buyer, as of the Closing Date.]

21. **Ipso Facto Clauses Ineffective**. The Lease shall be transferred to, and remain in full force and effect for the benefit of, Buyer in accordance with its terms, including all obligations of Buyer as the assignee of the Lease, notwithstanding any provision in the Lease (including, without limitation, those of the type described in sections 365(e)(1) and (f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer. There shall be no rent accelerations, escalations, assignment fees, increases or any other fees charged to Buyer or the Debtors as a result of the assumption or assignment of the Lease.

22. Upon the Debtors' assignment of the Lease to Buyer under the provisions of this Order, no default shall exist under the Lease, and no counterparty to the Lease shall be permitted to declare a default by any Debtor or Buyer, or otherwise take action against Buyer as a result of any Debtor's financial condition, bankruptcy, the assignment of the Lease, or failure to perform any of its obligations under the Lease. Any provision in the Lease that prohibits or conditions the assignment or sublease of such Lease (including without limitation, the granting of a lien therein) or allows the counterparty thereto to terminate, recapture, impose any penalty, condition on renewal or extension, or modify any term or condition upon such assignment or sublease, constitutes an unenforceable anti-assignment provision that is void and of no force and effect. The failure of the Debtors or Buyer to enforce at any time one or more terms or conditions of the

Lease shall not be a waiver of such terms or conditions, or of the Debtors' and Buyer's rights to enforce every term and condition of such Lease.

23. **Statutory Mootness**. The transactions contemplated by the Lease Sale Agreement are undertaken by Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein of the Sale Transaction shall neither affect the validity of the Sale Transaction nor the transfer of the Assets to Buyer, free and clear of Claims, unless such authorization is duly stayed before the Closing pending such appeal.

24. **No Avoidance of Lease Sale Agreement**. Neither the Debtors nor Buyer have engaged in any conduct that would cause or permit the Lease Sale Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Lease Sale Agreement, Related Agreements, and the Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Lease Sale Agreement, Related Agreements, or the Sale Transaction.

25. **Waiver of Bankruptcy Rules 6004(h) and 6006(d)**. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14) day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay within the time prescribed by law and prior to the Closing, or risk its appeal will be foreclosed as moot.

26. **Binding Effect of this Order**. The terms and provisions of the Lease Sale Agreement and this Order shall be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates and their creditors, Buyer, and each of their respective Affiliates, successors and assigns, and any affected third parties, including all Persons asserting Claims, notwithstanding any subsequent appointment of any trustee, examiner or receiver under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner or receiver and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner or receiver.

27. **Conflicts; Precedence**. In the event that there is a direct conflict between the terms of this Order and the terms of the Lease Sale Agreement, the terms of this Order shall control.

28. **Modification of Lease Sale Agreement**. The Lease Sale Agreement, and any related agreements, documents or other instruments, may be modified, amended or supplemented by the parties thereto, in a writing signed by each party, and in accordance with the terms thereof, without further order of the Court; provided that any such modification, amendment or supplement does not materially change the terms of the Lease Sale Agreement or any related agreements, documents or other instruments.

29. **Bulk Sales**. No bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the Lease Sale Agreement, the Sale Notice or this Order.

30. **Distribution of Proceeds**.

(a) On the Closing Date, Buyer shall pay to Debtors (in accordance with the terms of the Lease Sale Agreement), the balance of the purchase price remaining due

and owing under the Lease Sale Agreement after accounting for the Deposit (as defined below) held by the Escrow Agent (as defined in the Lease Sale Agreement) (such balance, together with the Deposit, the "**Purchase Price**").

(b) On the Closing Date, the Debtors shall pay from the Purchase Price [the undisputed portion of] the Cure Amount to the counterparties of the Lease. [The disputed portion of the Cure Amount set forth in an Adjourned Cure Objection shall be paid by the Debtors upon the earlier of (i) when the Debtors and the counterparties to the Lease resolve an Adjourned Cure Objection and agree to a Cure Amount (with the consent of the Initial Consenting Noteholders solely as to any cure payment that is not within the ordinary course and consistent with the Debtors' past practice, which consent shall not be unreasonably withheld) or (ii) within five (5) days after the date of the entry of a final order by this Court determining the Cure Amount.]

31. **Deposit**. Buyer has deposited with the Escrow Agent (as defined in the Lease Sale Agreement) the sum of $15,000.00 (the "**Deposit**") in connection with the Sale Transaction. On the Closing Date, the Escrow Agent shall transfer the Deposit to the Debtors in accordance with the terms of the Lease Sale Agreement to be applied towards full satisfaction of the Purchase Price.

32. **Retention of Jurisdiction**. This Court shall retain exclusive jurisdiction to, among other things, interpret, enforce and implement the terms and provisions of this Order and the Lease Sale Agreement, all amendments thereto, any waivers and consents thereunder (and of each of the agreements executed in connection therewith), to adjudicate disputes related to this Order or the Lease Sale Agreement (and such other related agreements, documents or other instruments) and to enforce the injunctions set forth herein.

Dated: _____, 2018
Wilmington, Delaware

THE HONORABLE MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE