

Overlease, Second Overlease and Easement contain provisions whereby a default on the part of the Lessee under any one of them shall be also deemed a default under the others of them and the First Owner and Second Owner agree to act in concert in enforcing any default under any of the First Overlease, Second Overlease or Easement, whereby all three documents and the rights and obligations thereunder will be canceled or terminated simultaneously. The Owners and Lessee agree with Winn-Dixie that in the event that, for any reason whatsoever, the First Overlease, Second Overlease or Easement shall terminate or come to an end during the term of the Sublease (a) the Sublease shall remain in full force and effect, in accordance with its terms, as a direct lease with the Owners, as landlord, (b) the Owners shall give Lessee and Winn-Dixie prompt notice in writing of such event (together with essential details and dates), and (c) from and after receipt by Winn-Dixie of said notice, the payment by Winn-Dixie to the Owners of rental payments and other payments then due or thereafter becoming due to the landlord under the Sublease shall constitute full performance by Winn-Dixie of all of its obligations under the Sublease with respect to such payments. Upon the expiration or termination of the First Overlease, the Second Overlease or Easement, and upon the Sublease becoming a direct lease with the Owners, as landlord, as above contemplated, (a) the Owners agree to name and designate to Winn-Dixie an agent in their behalf to receive the rental payments and other payments then due or becoming due under the Sublease, with such payments to be divided between First Owner and Second Owner as they may mutually agree, and (b) the Owners agree thenceforth to perform and observe all the terms, conditions and covenants in said Sublease on the part of the landlord therein to be performed and observed. The Owners, Lessee and Winn-Dixie further agree that if the said Overlease premises or any part thereof are ever purchased by Lessee, whether pursuant to any option contained in the First Overlease, Second Overlease or otherwise, said purchase shall be subject to all rights of Winn-Dixie under the Sublease, and the Sublease shall remain in full force and effect.

5. Wherever and whenever in this Agreement or in the First Overlease, Second Overlease or Easement, or in the Sublease, it shall