

years, subject to five (5) five (5)-year option extensions thereafter, and if for any reason one or more of such option extensions is not exercised, then the term of the Sublease, including the option extensions granted thereunder, may extend to a date subsequent to the expiration of the current term of the Overlease, the Owner and Lessee agree with Winn-Dixie that in the event that, for any reason whatsoever, the Overlease 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 Owner, as landlord, (b) the Owner 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 Owner 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 Overlease and upon the Sublease becoming a direct lease with the Owner, as landlord, as above contemplated, the Owner agrees 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 Owner, 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 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 Overlease, or in the Sublease, it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served upon all other parties to this Agreement, or to their respective successors as notified in writing so given or served upon all other parties to this Agreement. Such notice or demand shall be given or served and shall not be deemed