

Landlord arising out of circumstances occurring prior to such foreclosure or the acceptance by Lender of any deed in lieu of foreclosure; and Winn-Dixie covenants and agrees to attorn to Lender or such other person as its new Landlord, and the Lease shall continue in full force and effect as a binding and direct Lease for the balance of its term between Winn-Dixie and Lender or such other person upon all of the terms, covenants, conditions and agreements set forth in the Lease.

Notwithstanding the foregoing, if: (i) Tenant, pursuant to a right granted by the terms, covenants and conditions of the Lease, cures the default on the part of Landlord; (ii) Tenant, pursuant to a right granted by the terms, covenants and conditions of the Lease, offsets against rents owing to the Landlord any expenses incurred in curing said default and Tenant has otherwise complied with all the terms, covenants and conditions of said Lease; (iii) the default by Landlord is in a term, covenant, or condition that would have been enforceable by Tenant by a Bill for specific performance had Tenant not elected to exercise its right of cure and offset; and (iv) Lender receives written notice from Tenant of Landlord's default not less than fifteen (15) days prior to any action being taken by Tenant; then, Lender shall recognize said right of cure and offset to the extent actually required to cure such default with respect to events occurring prior to any such sale; provided, however, Tenant must, upon such sale, assign to Lender (to the extent that Tenant offsets against rents any expenses incurred in curing said default after the date of such sale) its rights against the Landlord.

2. The Lease shall be and hereby is made subject and subordinate to the lien of the Mortgage and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, modifications or replacements thereof.

3. The foregoing provisions shall be self-operative and effective without the execution of any further instrument on the part of either party hereto. However, Winn-Dixie agrees to execute and deliver to Lender or any person to whom Winn-Dixie herein agrees to attorn, such other instrument as either shall request in order to effectuate such provisions.