

9. Pacific Not to Be Liable Under the A&P Lease. Assignor and A&P hereby agree and confirm unto Pacific that Pacific shall incur no obligation under the A&P Lease until such time as Pacific has acquired title to the Premises and shall not be liable for performance of any such obligation or covenant of Assignor except those arising during the term of its ownership of the Premises.

10. Exercise of Rights by Pacific Upon Default. In the event of a default under the Note or the Mortgage not cured within any applicable grace period as set forth in the Note and/or Mortgage, and in the event Pacific elects to exercise any of its rights thereunder, including but not limited to any judicial or non-judicial foreclosure or the acceptance of a deed in lieu of foreclosure, A&P hereby agrees, at the option of Pacific or at the option of any purchaser of the Premises as a result of such foreclosure, to attorn to Pacific or to any such purchaser, to remain bound by all of the provisions of the A&P Lease and this Lease Assignment and to continue to pay and perform all the covenants, terms, conditions and obligations contained in the A&P Lease and in this Lease Assignment, SUBJECT, HOWEVER, to the provision of the A&P Lease that in the event of such foreclosure, the Right of First Refusal and Option to Purchase the Premises contained in the A&P Lease shall terminate and thereafter be null and void.

11. Assignment Irrevocable. Assignor agrees that this Lease Assignment and the designation and directions herein set forth are irrevocable, and that it will not, except as set forth in Paragraph 1 hereof, while this Lease Assignment or such designation and directions are in effect or thereafter, until A&P and Assignor has received from Pacific notice of the termination thereof, make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void.