

induce Irving to make the loan, has agreed to consent to the assignment of the A&P Lease by Assignor.

THEREFORE, in reliance on the above recitals and in consideration of the mutual agreements herein, the parties agree as follows:

1. Assignment by Assignor of A&P Lease. For a good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby transfers and assigns to Irving all of its right, title, interest, estates and other benefits whatsoever of Assignor under the A&P Lease, as said Lease may from time to time be hereafter modified, extended or renewed, including, without limiting the generality of the foregoing: (1) the right, power and authority henceforth to receive and collect all rents, income, revenues, issues, profits, insurance moneys, condemnation proceeds, awards made to Assignor in any court proceeding, bankruptcy, insolvency or reorganization proceeding, whether state or federal, involving A&P and the proceeds of any sale of the Premises payable or receivable thereunder (hereinafter collectively referred to as the "Rents"); (2) the right, power and authority to enter upon and take possession of the Premises (the same, however, shall not be a condition precedent to the enforcement of this assignment which is absolute), or any part thereof, and in its own name or in the name of Assignor, sue for or otherwise collect the Rents; and (3) the right, power and authority to do any and all things which Assignor or any other lessor is or may become entitled to do under the A&P Lease, including the rights to

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