

enforceable, on any overdue installments of interest, at the rate stated in the Note; and the remainder, if any, to Irving Trust Company until its loan and accrued interest thereon is paid in full and thereafter to Assignor. The receipt by Pacific of any rents or other payments pursuant to this instrument after the institution of foreclosure proceedings under said Mortgage shall not cure any default or affect such proceedings or any sale pursuant thereto.

4. A&P Lease in Force and No Other Assignment. Assignor represents to Pacific that the A&P Lease is in full force according to its terms and is not in default. Assignor further represents that it has not executed any other assignment of the subject matter of the assignment hereby made to Pacific except as set forth in Paragraph 1 hereof.

5. Enforcement of the A&P Lease. Assignor will maintain the A&P Lease in full force and effect and will enforce the same and will take such action to that end as Pacific may request and, without the consent of Pacific, Assignor will not:

(a) Cancel or terminate, or consent to any cancellation, termination or surrender, or permit any event to occur which would entitle A&P to terminate or cancel the A&P Lease;

(b) Amend or modify the A&P Lease;

(c) Waive any default under or breach of the A&P Lease;

(d) Consent to or permit any prepayment of rent;

(e) Consent to any sublease except to Family Center, Inc. unless permitted by the A&P Lease; or

(f) Give any consent, waiver or approval which would impair the right of Pacific under this Lease Assignment except as required under the A&P Lease.

Notwithstanding anything to the contrary contained herein,\*

- \* so long as:
1. No Event of Default with respect to monetary payments exists under the Note; and
  2. Assignor is exercising all of its rights as landlord under the A&P Lease.