Assignor shall from time to time, upon the request of Pacific, execute all instruments of further assurance and all such supplemental instruments as Pacific may specify.

12. No Assumption or Merger of Estates. Neither this Lease Assignment nor any action or inaction on the part of Pacific shall constitute an assumption on the part of Pacific of any obligations under the A&P Lease. No action or inaction on the part of Assignor shall adversely affect or limit in any way the rights of Pacific under this Lease Assignment or, through this Lease Assginment, under the A&P Lease. There shall be no merger of the A&P Lease, nor of the leasehold estate created by the A&P Lease, with the Premises by reason of the fact that the A&P Lease or the leasehold estate created by the A&P Lease or any interest in the A&P Lease or in such leasehold estate or the Note may be held, directly or indirectly, by or for account of any person who shall own the Premises or any interest in such fee estate; and no such merger shall occur unless and until Pacific shall join in a written instrument effectuating such merger and shall duly record the same.

13. Termination. The execution and delivery of this Lease Assignment shall not impair or diminish the obligations of Assignor or A&P under the A&P Lease, nor shall any of such obligations be hereby imposed upon Pacific. Upon payment or prepayment in full of all of the principal of and interest and premium, if any, on the Note in accordance with its terms and with the terms of the Mortgage, this Lease Assignment shall terminate and all the right, title and interest of Assignor under the assigned A&P Lease shall revert to Assignor; provided that A&P shall be fully protected in making payments to Pacific pursuant to the provisions of this Lease Agreement or to Irving Trust Company pursuant to the Escrow Agreement until it shall have received notice in writing from Pacific that this Lease Assignment has terminated. Upon any such termination, Pacific shall execute and deliver to Assignor, at Assignor's expense, such instruments, if any, as Assignor may reasonably request to evidence such termination, but failure to give such notice shall not in

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