

W1972-1-200

9. Irving Not to Be Liable Under the A&P Lease. Assignor and A&P hereby agree and confirm unto Irving that Irving shall incur no obligation under the A&P Lease until such time as Irving enters into possession of 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 possession of the Premises.

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

11. No Assumption or Merger of Estates. Neither this Lease Assignment nor any action or inaction on the part of Irving shall constitute an assumption on the part of Irving 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 Irving under this Lease Assignment or, through this Lease Assignment, 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

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