

6. Actions and Compromise Thereof. Assignor shall at its own cost appear in and prosecute or defend any action or proceeding relating to or affecting the A&P Lease or the Premises, and in the event that Assignor fails to comply with the obligations set forth in this Paragraph 6, Irving shall have the right to appear in any action or proceeding which might affect its rights, and Assignor shall forthwith reimburse Irving for all sums expended by it in connection with any such action or proceeding. Any action, suit or proceeding brought by Irving pursuant to any of the provisions hereof or of the Security Agreement, the A&P Lease or otherwise, and any claim made by Irving hereunder or under the A&P Lease, may be compromised, withdrawn or otherwise dealt with by Irving, and without any notice to or approval of Assignor.

7. Reports Under the A&P Lease. Assignor hereby designates Pacific and Irving to receive copies of all reports, notices, requests, demands, certificates, statements, documents, and other instruments which A&P is required or permitted to give, make or deliver to or serve upon the landlord under the A&P Lease, and hereby directs A&P to deliver the same to Pacific and Irving in the manner set forth in Paragraph 13 hereof, to the extent that the same has not been furnished to Pacific and Irving pursuant to the A&P Lease.

8. Consent to Assignment of A&P Lease. A&P hereby consents in all respects to the assignment of the A&P Lease by Assignor and to all of the terms and provisions hereof with respect to payment of rent and giving of notice and reports and the provisions of Paragraph 5 hereof and agrees to be bound hereby. Without limiting the generality of the foregoing, A&P further agrees to be bound to the terms and conditions of Paragraphs 1, 2, and 3 of this Lease Assignment.

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