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the Premises by reason of the fact that the A&P Lease or the ~~lease-~~ hold 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 Irving shall join in a written instrument effectuating such merger and shall duly record the same.

12. 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 Irving. 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 Security Agreement, 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 the Lease Assignment in favor of Pacific or to Irving pursuant to the Escrow Agreement until it shall have received notice in writing from Irving that this Lease Assignment has terminated. Upon any such termination, Irving 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 any way affect or impair the rights of Irving under the provisions of this Lease Assignment or impose any liability upon Irving.

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