

- (iii) Shows all means of access to ENTIRE PREMISES and all easements, appurtenances, encroachments and other like items relating thereto;
- (iv) Shows the location and names of all avenues, streets and ways adjacent to ENTIRE PREMISES.

DEVELOPER further warrants to MERCANTILE that the legal descriptions attached hereto have been made from and consistent with the PLAT OF SURVEY. The legal description of ENTIRE PREMISES is marked Exhibit B, the legal description of DEVELOPER TRACT is marked Exhibit C, and the legal description of MERCANTILE TRACT is marked Exhibit D, and the legal description of MERCANTILE EASEMENT AREA is marked Exhibit G, and each is attached hereto and made a part hereof, and all references in this AGREEMENT to such tracts shall refer to the tracts as described in such exhibits. Concurrently with the execution hereof a short form notice or a memorandum of this AGREEMENT prepared in accordance with the law of the state in which the real property, referred to herein, is located, shall be executed and recorded with the applicable governmental authority of such place, and the title policy referred to in 1.2 shall be endorsed or updated to evidence the same and to evidence that this AGREEMENT constitutes the first priority encumbrance on ENTIRE PREMISES.

1.4 QUIET ENJOYMENT. DEVELOPER further covenants and represents that DEVELOPER has good right and lawful authority to execute this AGREEMENT and that same does not require joinder or approval of any other person, firm or corporation; that MERCANTILE, its successors and assigns and its employees, customers, suppliers and invitees shall have the right to use the COMMON AREAS (as described in ARTICLE XII) as in this AGREEMENT contemplated; and that DEVELOPER shall and will forever warrant and defend MERCANTILE, its successors and assigns, against every person claiming or who may claim an adverse interest in DEVELOPER TRACT or the rights of MERCANTILE to use the COMMON AREAS or any part thereof or any interest therein, as such use is herein permitted. MERCANTILE covenants and represents that MERCANTILE has good right and lawful authority to execute this AGREEMENT and that same does not require joinder or approval of any other person, firm, or corporation.

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[4328 RV.2]