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5.3 MERCANTILE'S REMEDIES. If MERCANTILE has not defaulted in any obligations hereunder and by the dates specified in Exhibit E, DEVELOPER fails to:

- (i) commence and/or complete the grading required by 5.1 and the preparation of the building pad for MERCANTILE BUILDING; or
- (ii) complete the installation of the MERCANTILE access drive and the MERCANTILE temporary utilities; or
- (iii) commence construction of the site improvements, or the mall and building shell;
- (iv) deliver to MERCANTILE the certificate required by 4.1 and the acknowledgement of a construction loan commitment complying with the requirements set forth in 4.2;

and if DEVELOPER fails to cure such default within 30 days after receipt of written notice of the existence of such default, then MERCANTILE may, in any one of such events, so long as DEVELOPER is in default, terminate this AGREEMENT by written notice to DEVELOPER pursuant to 14.7 hereof. In the event of such termination by MERCANTILE, DEVELOPER hereby agrees, at the option of MERCANTILE exercisable by written notice to DEVELOPER within 30 days after such termination, to enter into a contract of sale to repurchase MERCANTILE TRACT for an amount of money (the REPURCHASE PRICE) equal to the sum of (i) the price originally paid by MERCANTILE to DEVELOPER for the purchase of MERCANTILE TRACT, together with interest thereon from the date of purchase to the date of repurchase at the rate of interest from time to time during such period being charged as the "prime commercial rate" by the Chase Manhattan Bank, and (ii) MERCANTILE'S CANCELLATION DAMAGES (as hereinafter defined in this section). MERCANTILE shall convey title to MERCANTILE TRACT by general warranty deed, free and clear of all liens, encumbrances and restrictions except those incurred by DEVELOPER as described in Exhibit H annexed hereto, and title shall close at such time, date and location as DEVELOPER shall select but in any event no later than 120 days after the execution of that contract. DEVELOPER shall pay to MERCANTILE the REPURCHASE PRICE in cash at the closing of title, and that portion of the REPURCHASE PRICE consisting of MERCANTILE'S CANCELLATION DAMAGES shall be accounted

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