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stating the nature thereof); (iii) that to the Party's knowledge this AGREEMENT as of that date is in full force and effect and such other affirmations or information as is reasonably requested.

14.14 SUPERIORITY OF AGREEMENT. This AGREEMENT shall be prior and superior to the title, lien or encumbrance of any mortgage, deed of trust, lease, ground lease, or other interest in, or encumbrance upon, ENTIRE PREMISES, except that in lieu of such priority, the holder of any such interest or encumbrance may grant MERCANTILE an agreement in a form and text acceptable to MERCANTILE that MERCANTILE'S rights hereunder shall not be extinguished or disturbed by reason of any event or thing pertaining to such encumbrance or interest in the ENTIRE PREMISES other than as provided in this AGREEMENT, and MERCANTILE shall subordinate this AGREEMENT to such interest or encumbrance.

14.15 APPROVAL. Wherever in this AGREEMENT MERCANTILE is granted a right of approval, satisfaction or acceptance, the same shall be exercised in good faith and not as a subterfuge.

IN WITNESS WHEREOF, DEVELOPER and MERCANTILE have caused this instrument to be executed and delivered, in triplicate, each counterpart being deemed an original, to be effective on the date signed by the last party to sign hereunder.

Signed, sealed and delivered by DEVELOPER this 25<sup>th</sup> day of February, 1976.

James M. ...  
Kathleen Boylan

FIRST HARTFORD REALTY CORPORATION

BY: Robert L. Boyle

ATTEST: Anthony C. ...

Signed, sealed and delivered by MERCANTILE PROPERTIES, INC. this 25<sup>th</sup> day of February, 1976.

James M. ...  
Kathleen Boylan

MERCANTILE PROPERTIES, INC.

BY: [Signature] PRES

ATTEST: [Signature]

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