

WHEREAS, Mercantile desires that it be guaranteed its rights in and under the COREA despite any default by Developer as mortgagor under the terms of the Mortgage; and

WHEREAS, Citizens desires that it be guaranteed its rights under the Assignment in the event of any default by the Developer as mortgagor under the terms of the Mortgage;

NOW THEREFORE, in consideration of the above and of the mutual covenants contained herein, the parties hereto agree as follows:

1. Citizens consents to the COREA and agrees that in the event Citizens becomes the owner of the premises described in the Mortgage with all redemption rights having expired or terminated, prior to the expiration or other termination of the COREA, and so long as Mercantile shall not be in default under the COREA (or if Mercantile shall be in default, as long as Mercantile's time to cure such default shall not have expired), Citizens will recognize Mercantile's rights in and under the COREA and perform Developer's obligations under the COREA and will not interfere with the exercise of Mercantile's rights in and under the COREA throughout the full term and any extension or renewal provided for therein, and further, that in no event shall Citizens disturb Mercantile or cause Mercantile to be disturbed in the exercise of its rights in and under the COREA during said term, or any extension or renewal thereof, except for such default by Mercantile as would entitle Developer to terminate the COREA.

2. Mercantile agrees that in the event that Citizens, or any transferee or purchaser or successor-in-interest of Citizens, acquires Developer's rights to title or possession of the Developer's