

5. In the event Citizens shall become 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 Citizens and Mercantile each agree, upon receipt of written request of the other, to enter into a new COREA substituting Citizens for Developer which shall be identical to the original COREA as amended except as provided in section 7 below and except that all time periods set forth in the original COREA shall in the new COREA run only for the unexpired portion, if any, of the time period in the original COREA.

6. Mercantile and Citizens each agree that as a condition to transferring title to their respective tracts, each will require the transferee to expressly assume, in writing, the terms of this Agreement.

7. Notwithstanding anything contained in this Agreement and/or the COREA to the contrary, Mercantile hereby acknowledges and agrees to the following:

(a) Citizens shall not be obligated to cure defaults of the Developer existing or arising under the terms of the COREA prior to the time Citizens becomes the owner of the premises described in the Mortgage with all redemption rights having expired or terminated;

(b) Citizens shall not be liable to Mercantile for money damages caused by any default under the terms of the COREA which arises or exists prior to Citizens becoming the owner of the premises described in the Mortgage with all