

cost shall be an expense of the Project. Buyers of the residential units to be built on the Project shall pay their regular loan cost unless the Parties hereto agree to have them charged as an expense of the Project in order to aid in the selling of the units.

(4) That ASC may borrow such monies as are required from time to time to fund the Project and shall execute such documents as a lender shall require in connection with said loans or may advance its own funds. In either event, ASC shall be entitled to receive interest on said funds at a rate not to exceed two percent (2%) over the rate charged to Federal Savings and Loans on 36 month advances by the Federal Home Loan Bank, which rate fluctuates from time to time such plan now being known as the F-4 plan. In computing the fee to be paid to Developer as provided in Paragraph 10 herein, the monthly rate charge in the computation shall be determined on the last business day of the preceding month. If the F-4 plan is for any reason terminated, ASC shall select an index that is as closely aligned to F-4 as is reasonably possible. Neither Developer nor any of its Partners shall be required to sign and shall have no liability on any loans to be secured by ASC for the development or construction of the Project.

(5) That Developer shall provide or have provided the following services:

- (a) Conduct an in-depth market analysis designed to isolate the most desirable land available for residential development. This analysis shall include, but not be limited to, schools, shopping, access to major traffic arteries, churches, etc.
- (b) After determining the best available site, Developer shall handle negotiations with owners and their attorneys in the areas of price, closing date, and the payment schedule under an installment sales contract.