

the successor. However, notwithstanding any other agreements to the contrary as contained herein, the Developer (in the event of its discharge for just cause) shall still be entitled to receive its prorata share of the cash proceeds from the sales (as determined under Paragraph 10) through the date of discharge. In the event Developer is discharged without just cause, then it shall be entitled to receive its prorata share of the cash proceeds from the sales (as determined under Paragraph 10) until the Project is sold out. Should Developer be discharged without just cause, ASC agrees to inform and consult with Developer on future sales and development of the Project (including the furnishing to Developer of the reports referred to in Paragraph 10), but ASC shall have the right to make all final and controlling decisions relating to the Project until the same is completed and sold out. This Agreement by ASC to consult with Developer will be personal to the Developer and will not apply to its receiver, trustee in bankruptcy or any other party; provided however, such successor party shall be entitled to receive the reports referred to in Paragraph 10. If the parties do not agree as to the cause for discharge then Developer shall have the right to have the cause of such discharge determined by the Court of Common Pleas for the County of Greenville, State of South Carolina. Should ASC elect to discharge Developer for any reason, (other than unlawful acts) including Just Cause, they shall first send written notice (preliminary notice) to Developer that they are considering their discharge, and that notice of discharge will be given in the event certain matters are not corrected with Thirty (30) days of such preliminary notice. The notice shall specifically state whether the proposed discharge is to be with or without

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