

for to DEVELOPER by MERCANTILE by invoice, signed contract or purchase order, and by other appropriate documentation. At such closing of title DEVELOPER shall be conveyed and assigned all right, title and interest in and to all plans, specifications, drawings, reports, studies, contracts (except architectural, engineering, general contractor and other personnel service contracts), purchase orders, warranties, building materials, improvements, fixtures, equipment, personalty, relating to or comprising a part of the property purchased or as to which payment is to be made as part of MERCANTILE'S CANCELLATION DAMAGES, together with all rights to enforce the terms and conditions thereof in its own name or the name of the obligee, purchaser or contractee thereof, and providing for delivery of all such property at closing of title and for DEVELOPER'S receipt at closing of an executed full, unconditional, absolute general release from MERCANTILE and J. B. WHITE & COMPANY (in recordable form) as to all matters, causes, or things in a form acceptable to DEVELOPER'S attorneys. The term "MERCANTILE'S CANCELLATION DAMAGES" as used in this 5.3 shall mean and refer to an amount of money equal to the total expenses incurred by MERCANTILE prior to termination of this AGREEMENT for the planning, design, construction, testing and installation of the improvements on MERCANTILE TRACT and, for the negotiation of, and compliance with, this AGREEMENT, including without limitation such portion of the following costs as are incurred for or are allocable to such work or to the negotiation of or compliance with, this AGREEMENT: (i) the fees of MERCANTILE'S Architect, and the printing, travel, and other expenses reimbursable to the Architect; (ii) the fees of planners, engineers and other consultants and printing, travel and other expenses reimbursable to them; (iii) the salaries of MERCANTILE'S consultant's employees, including travel and other expenses reimbursable to them; (iv) cost of materials and supplies, including items ordered and not cancellable on the termination date, MERCANTILE hereby agreeing that DEVELOPER shall have the right to negotiate such cost down after a termination; (v) the sums payable to any contractor, subcontractor, or agent under any contract covering the construction of the improvements on MERCANTILE TRACT; (vi) cancellation charges for materials and supplies,

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