

(30) In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which may be included in and as a part of the judgment rendered in such litigation.

(31) In the event all of the Exhibits are not attached to this Agreement at the time the Agreement is signed, the parties shall secure said Exhibits within Ten (10) days thereafter.

(32) This Agreement may be terminated at Developer's option upon: (i) the insolvency or bankruptcy of either ASC or American Federal Savings and Loan Association; or (ii) the transfer by American Federal Savings and Loan Association of controlling interest in ASC (or its assets) to any third party; or (iii) the merger by American Federal Savings and Loan Association into another entity where American Federal Savings and Loan Association is not the surviving entity. Upon the happening of any of such events, Developer shall be deemed to have an option to purchase the Project in the same manner as if it had been discharged as set forth in Paragraph 16.

(33) In the event the parties are unable to mutually agree on any decision as required in this Agreement, then it is agreed that ASC shall have the right to make the controlling decision.

(34) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. No amendment, modification, or alteration of the terms hereof shall be binding unless the

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