

Bank of Atlanta. Said interest rate shall change automatically as of the effective date of each change in said prime rate.

(c) Terminate the Agreement and the Purchase Agreement by giving written notice thereof to Owner, in which event (i) Owner shall, notwithstanding any other provision of the Agreement to the contrary, immediately pay to Company, in cash, the full amount of the Company's Advances, and the Periodic Management Fee and the Incentive Management Fee for the month and year in which said termination (provided, however, that Owner's obligation to pay Company's Advances as set forth in Subparagraph 8.02(c) shall exist only in the event Owner's default shall consist of a failure by Owner to furnish its own funds as required for budgeted items under either the Agreement or the Purchase Agreement at a time, on or before March 1, 1978, when the aggregate total of all such funds furnished by Owner as required for budgeted items under the Agreement and the Purchase Agreement is less than the amount set forth in Subparagraph 8.02(c) of the Agreement, inclusive of the Initial Management Fee; and provided further, that the amount of payment for Company's Advances required of Owner under Subparagraph 8.02(c) shall in no event exceed (a) the amount set forth in item (a) of Subparagraph 8.02(c) less (b) the aggregate total of all funds theretofore furnished by Owner for required budgeted items under the Agreement and the Purchase Agreement, inclusive of the Initial Management Fee) and (ii) Owner and Company shall thereupon be released of any further obligations or liabilities under the Agreement and under the Purchase Agreement and the Agreement and the Purchase Agreement shall be deemed null and void and of no further force or effect whatsoever.

(d) Purchase from Owner the Property for a purchase price equal to the sum of (i) either the amount of the Construction Loan (which shall be payable by the Property being