

pays discounts or buys down the interest rate, then such resulting costs shall constitute a cost to the Project.

(12) Additionally, ASC shall have the following rights and obligations:

- (a) To approve and sign all contracts involving improvements.
- (b) To pay all approved bills relating to improvement contracts.
- (c) To approve all sales contracts (subject to the provisions of Paragraph 5), documents and literature.
- (d) To approve all advertising, as an expense to the Project, for sale of residential units.
- (e) To approve the inventory level and floor plan mix of houses to be constructed.
- (f) To approve the development timetable.
- (g) Overall marketing of lots, including setting up of field office, supervising on site sales personnel, advertising, etc.

(13) Notwithstanding any other provisions herein to the contrary ASC agrees that it will not, without the written consent of Developer, sell any lots in the Project to any other builder or third party, it being the intent of the parties that ASC will fully develop and build out the Project with the assistance of Developer.

(14) There shall be no limit of liability on any party for their own gross or willful negligence, willful acts or omissions. ASC agrees to obtain liability insurance in reasonable amounts for protection as may be obtainable in the development of this type of project, the premiums thereon to be charged as an expense of the Project.

(15) Each of the parties hereto agree to take a personal and active interest in the carrying out of their respective duties and responsibilities called for under this Agreement. They agree to devote such time as may be needed to develop and sell the residential units in the Project