

indebtedness on the Project at the time of such purchase. In the event Developer purchases the Project, ASC shall be under no further obligation (as provided in Paragraphs 3 and 11) to provide development costs or permanent financing for units built in the Project. In the event the fair market value cannot be agreed upon between ASC and Developer, an appraisal will establish the fair market value. ASC shall select an M.A.I. appraiser, Developer shall select an M.A.I. appraiser, and these two appraisers shall select a third M.A.I. appraiser. These appraisers shall then establish the fair market value for the remaining lots, improvements, and undeveloped acreage, as well as any contracts if any exist; and their findings shall be binding upon all parties as the fair market value. Their appraisal shall be conducted in accordance with generally accepted appraisal procedures. The total cost of the appraisal will be treated as an expense of the Project, to be borne equally between the parties. This appraisal shall be completed within Forty-five (45) days from the date written notice to purchase is sent by Developer. If Developer does not purchase the Project in accordance with this Paragraph, then the provisions of this Paragraph shall continue to govern the rights of the parties hereto.

(17) After the purchase money mortgage is paid and the necessary reserves funded under Paragraph 10(e), ASC agrees to maintain and fund costs for a minimum inventory of at least Twelve (12) completed detached residential units at all times during the life of the Project. Once a residential unit is under "firm contract" then it shall be considered as removed from the minimum inventory requirement. If ASC fails to maintain such inventory, Developer shall have the option to purchase the Project as if it had been terminated without Just Cause.

(18) Developer has no legal or equitable interest in the real estate or improvements, it being understood that

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