herein, the monthly rate charge in the interest computation shall be determined for each month based on the rate of Bankers Trust of South Carolina in effect on the last business day of the preceding month. In addition to interest, as provided herein, Westminster shall be entitled to a committment fee of one (1%) percent on all funds advanced to the Project, such committment fee being paid at such time as the remainder of the Westminster loans are paid in full. In the event the Westminster loans on the Project are not paid in full within one (1) year from the date Greenville County issues Woodfield its approval of the final Development plan for the Project, then the interest rate shall thereafter become four (4%) percent over the prime rate, to be computed and determined in the same manner as earlier stated. Provided, further, in the event Westminster is not the prime contractor for the improvements to the Project, then the committment fee shall be raised from one (1%) percent to two (2%) percent. In no event shall Developer be personally liable on any loans for the Project which are incurred by Woodfield. All loan documents executed with respect to the Project shall provide that the Developer has no personal liability.

(6)   Developer shall provide or have provided the following services:

(a) Develop the Project as an approximate 60,000 square foot shopping center for the Owner and lease and manage said portions of the Project developed for shopping center purposes pursuant to the terms of this Agreement at such rental rates and upon such terms and conditions as shall be established by the Owner from time to time. Owner reserves the right and privilege in its sole discretion to reject any offer made by a prospective tenant for any reason whatsoever.

(b) Determine the overall layout of the shopping center that will be built on the Project, oversee construction of the shopping center and handle staffing and other operational requirements during rent-up of the shopping center.