

Nine Hundred Thousand (\$900,000.00) Dollars), all development costs of the Project including, but not limited to, site development, construction costs for the shopping center to be built on the Project, engineering and architectural fees, legal expenses, builders' risk and liability insurance premiums, setting up of any on-site office, loan costs (including permanent financing costs), and all other reasonable expenditures connected with the acquisition, development, and construction of the Project, all of which shall be deemed expenses of the Project for purposes of Paragraph 12. Provided, however, Woodfield at its sole expense and with funds provided by Westminster (which is estimated to be One Hundred Seventy-five Thousand (\$175,000.00) Dollars will (a) cause Pelham Road and Riley Smith Road to be improved with additional turn lanes (subject to Highway Department approval) to facilitate access to the shopping center; (b) cause all utilities necessary for the construction and operation of the shopping center to be brought to the property lines; (c) construct any surface water retention facilities necessary for the construction and operation of the shopping center; and (d) construct a road and cul de sac along the western boundary of the land. The expense of those items enumerated in Subparagraphs (a) through (d) shall not be deemed an expense of the Project for purposes of Paragraph 12.

(5) Woodfield shall execute such documents as Westminster may require in connection with said loans. In such event, Westminster shall initially be entitled to receive interest on said funds at a rate not to exceed one (1%) percent over the prime rate charged by Bankers Trust of South Carolina, Columbia, South Carolina. In computing the fee to be paid to Developer as provided in Paragraph 12

(CONTINUED ON NEXT PAGE)