

the determination of disability is made. The determination of whether such person is totally and permanently disabled as herein defined shall be made by a group of Three (3) duly qualified and licensed physicians or surgeons, the certification in writing by a majority of whom shall be final. One such physician or surgeon shall be selected by the Developer, another shall be selected by Woodfield, and a third shall be selected by the two thus chosen. The project shall bear the full costs and expenses thereof. Should Woodfield appoint other successor parties as aforesaid, Developer agrees to turn over all applicable records that may be of assistance to the successor. However, notwithstanding any other agreements to the contrary as contained herein, the Developer (in the event of its discharge either for or without just cause) shall still be entitled to receive its prorata share of the cash proceeds from the operation and/or sale of the Project (as determined under Paragraph 12). In the event Developer is discharged for just cause then Woodfield, at its sole option, shall have the right to terminate all of Developer's rights in the project (including its prorata share of cash due under Paragraph 12) by payment to Developer of the sum of Ninety Thousand and no/100 (\$90,000.00) Dollars, which option shall be exercised and such sum paid within ninety (90) days of Developer's termination for just cause. If the parties do not agree as to the cause for discharge, then Developer shall have the right to have the cause of such discharge determined by the Common of Common Pleas for the County of Greenville, State of South Carolina. Should Woodfield elect to discharge Developer for any reason, (other than unlawful acts) including Just Cause, they shall first send written notice ("Preliminary Notice") to Developer that they are

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