

holder of any mortgage and shall be in such amounts and obtained from such surety companies as Woodfield shall direct.

(s) Give prompt notice of any claims made against Woodfield or Developer and cooperate fully with Woodfield and with any insurance carrier to the end that all such claims will be properly investigated and defended. Developer shall not hire any attorneys to defend any such claim against Woodfield without the consent of Woodfield.

All of the above (a) through (s) require the prior advice and consent of Woodfield. It is agreed that Developer is not an employee or agent of Woodfield (other than for the agency provided herein), and it shall have no authority to contract with any parties, enter into agreements or sign any documents on behalf of Woodfield without the prior written consent of Woodfield; provided, however, Developer shall be authorized to execute lease agreements on behalf of Woodfield on such terms and conditions and within such guidelines as the parties have previously agreed upon in writing.

(7) Each of the parties hereto may engage independently or with others in other business ventures of every nature and description, including, without limitation, the making or management of other real estate investments. Nothing in this Agreement shall be deemed to prohibit the parties from dealing, or otherwise engaging in the business, sale, management, development or operation of real property and receiving compensation therefor. No party hereto shall have any right by virtue of this Agreement or the relationship created hereby in or to such other ventures or activities or to the income or proceeds derived therefrom and the pursuit of such ventures, even if competitive with the development of the Project contemplated hereunder, shall not be deemed wrongful or improper.

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