

parties with a schedule showing the Gross Proceeds from the Project and the distributions made under Subparagraphs (a) through (e) hereof. After satisfaction of the items enumerated therein and the establishment of the reserve account referred to in Subparagraph (f), Ten (10%) percent of any cash proceeds available at the end of a quarter, as shown on said quarterly schedule, shall, within Ten (10) days after receipt of said schedule, be paid to Developer. The remaining Ninety (90%) percent of such cash proceeds shall belong to Woodfield. If Developer is liable to Woodfield for any funds, then Woodfield shall have the right of offset against funds otherwise due Developer. Woodfield shall have the right to examine the books and accounting procedures of Developer relating to the Project, and Developer shall likewise have the right to examine the books and accounting procedures of Woodfield relating to the Project.

(13) There shall be no limit of liability on any party for their own gross or willful negligence, willful acts or omissions. Woodfield agrees to obtain liability insurance in reasonable amounts for protection as may be obtainable in the development of this type of project, the premiums thereon to be charged as an expense of the Project; provided, however, such coverage shall not be less than \$ 1,000,000.00.

(14) Each of the parties hereto agree to take a personal and active interest in the carrying out of their respective duties and responsibilities called for under this Agreement. They agree to devote such time as may be needed to develop the Project without delay. The duties called for hereunder shall be personal and may not be assignable nor may they be delegated without the express written consent of