

all remaining parties, which consent will not be unreasonably withheld.

(15) Developer may not resign before performing all of its duties and responsibilities under this Agreement without first obtaining the written consent of Woodfield, which consent will not be unreasonably withheld. Should Woodfield fail to make payment to Developer when due, or repeatedly violate the terms of this Agreement, Developer shall have the right to resign, and such termination shall be treated as if Developer was terminated without cause. Woodfield, with just cause, (as hereinafter defined) may discharge Developer from its development, management and construction responsibility on the Project, and Woodfield may engage the services of another individual(s) or company(s), including Woodfield or any Partner thereof, who would assume all of the responsibilities for Developer, such party being entitled to a reasonable management fee and such other fees as Woodfield may determine. "Just Cause" will include the following: (i) the Developer being adjudged a bankrupt; (ii) the making of a general assignment by the Developer for the benefit of its creditors or the appointment of a receiver; (iii) the death or total and permanent disability of both Jamile J. Francis, Jr. and Mark H. Stewart; (iv) any other conduct which is significantly detrimental to the Project; and (v) the persistent and repeated disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction. For purposes of this Paragraph total and permanent disability shall mean any impairment of mind or body which renders it impossible for such person to permanently pursue his duties as an active member of the Board of Directors of Developer considering the role and duties of a member of the Board at such time as

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