

co-broker fees due (other brokers) shall be paid by Developer out of fees due Developer. In no event shall Developer be entitled to share, directly or indirectly, in any commissions that might be due from the sale of outparcels on the Project.

(12) As the Project is developed and the shopping center constructed thereon, outsites sold, and in the event the entire project is subsequently sold and/or refinanced the cash proceeds generated from the operation and sale and/or refinancing shall be applied or distributed in the following order of priority:

(a) To pay Developer the fees set forth in Paragraphs 9 and 10.

(b) To repayment of the construction account or any third party construction loan that will be used to pay costs of construction of the shopping center and other improvements to the Project, including insurance, selling expenses (such as commissions), documentary stamps, fees, taxes, prorations, other usual closing costs and costs of plans.

(c) To pay interest to Westminster on funds advanced for acquisition and development of the Project; provided, however, the cost of land acquisition, for purposes of this Paragraph, shall not exceed \$900,000.00.

(d) To repay funds advanced by Westminster for acquisition and development costs of the Project.

(e) To fund all operating costs of the Project, including, but not limited to, debt service on any permanent or short term debt, property taxes, insurance, maintenance, and repairs and all other costs and expenses incident to the ownership or operation of the Project.

(f) To fund a reserve account. For purposes of this Agreement, the term "reserve(s)" means, with respect to any fiscal accounting period, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by Woodfield for working capital and to pay taxes, insurance, debt service, repairs, replacements or renewals, or other costs of expenses, incident to the ownership or operation of the Project and the improvements constructed thereon.

The accountants for Woodfield shall, within Thirty (30) days after the end of each calendar quarter, furnish each of the