

and performance shall not violate any contractual or other obligation by which it is bound.

(28) If any of the provisions of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement by the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby; and every provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(29) In the event of any litigation between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein by the successful party, all of which may be included in and as a part of the judgment rendered in such litigation.

(30) In the event all of the Exhibits are not attached to this Agreement at the time the Agreement is signed, the parties shall secure said Exhibits within Ten (10) days thereafter.

(31) In the event the parties are unable to mutually agree on any decision respecting the development, leasing, management, operation or sale of the Project, then it is agreed that Woodfield shall have the right to make the controlling decision.

(32) This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. No amendment, modification, or alteration of the terms hereof shall be binding unless the

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