

leases on the Project, including any renewals thereof; said management fee shall be an expense of the Project pursuant to Paragraph 12(a) and shall be paid monthly. In addition, Developer shall receive from the Owner for leasing improved property a leasing fee ("Leasing Fee") equal to \$1.25 per square foot of leased area for the grocery and drug stores and \$2.00 per square foot of leased area on all other leases in the shopping center. Payment of all Leasing Fees shall be within Ten (10) days of the date the tenant takes occupancy. The obligation of Woodfield to Developer to pay management fees shall continue only for a period of Thirty-six (36) Months after the month in which substantial completion (as determined by the supervising architect) of the improvements on the Project occurs; after the initial Thirty-six (36) Month term, the term shall be automatically renewed for successive periods of Twelve (12) Months each, subject, however, to the right of either party to terminate (at any time during such successive 12-month period(s)) by giving the other party no less than Sixty (60) Days' written notice of termination. Termination of Developer for Just Cause (as set forth in Paragraph 15) shall terminate Developer's right to any future fees under this Paragraph.

(11) Entertainment expense, long distance telephone tolls, travel expense and other expenses relative to soliciting tenants for the Project shall be borne solely by Developer unless otherwise specifically authorized by and agreed to be borne by Woodfield. All normal and customary advertising expenses, other than material supplied by Woodfield, shall be borne by Developer. Also, all real estate license fees and association membership fees and expenses related thereto shall be borne solely by Developer unless previously approved in writing by Woodfield. Any

(CONTINUED ON NEXT PAGE)