

defined, to any person, firm, corporation or other entity outside Woodfield. As used herein "confidential information" means any information which (i) is or is designed to be subject in or related to the sale, leasing or marketing of the Project, (ii) is private or confidential in that it is not generally known or available to the public. If Developer threatens or attempts to perform any act or do anything in violation of the covenants set forth herein, then in any suit that may be commenced by Woodfield with respect to said violation, the Developer agrees that an order may be made in such suit enjoining it from so violating this Agreement, and an order to that effect may be made pending such litigation, as well as upon final determination thereof, and such application for such injunction shall be without prejudice to any other right or action which may accrue to Woodfield by reason of the breach of this Agreement on the part of Developer. The provisions of this Paragraph 17 shall survive the termination of this Agreement, regardless of the date, cause or manner of such termination.

(18) It is agreed that the Project shall be adequately insured both as to casualty, liability, workmen's compensation, and such other policies of insurance as may be required or that the parties elect to purchase.

(19) Nothing herein contained shall be construed to create a general partnership between the parties, or to authorize either party to act as general agent for the other party or to permit either party to bid for or to undertake any contracts for the other party.

(20) Any notice, payment demand, or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or