

kitchen, etc.); provided all such selections must be approved by Hyatt prior to their being purchases; and Hyatt covenants that its approval shall not be unreasonably withheld.

(c) Acknowledging that City will surrender complete possession and right to utilize all property referred to in said Section 4 to Hyatt, as owner of the leasehold estate in such property, and further acknowledging that Hyatt has the obligation to maintain and replace such property as necessary, City and Camel agree that Hyatt shall be entitled to claim the entire amount of any investment tax credit attributable to the acquisition of such property under all applicable tax codes and regulations.

5. City hereby acknowledges, agrees and confirms that the easements and all legal documents required under Section 6 of the Project Agreement, pertaining to the roof to be constructed over the Atrium, have been granted, executed, delivered and recorded. Specifically, the Warranty Deed incorporated all easements necessary to satisfy the obligations of said paragraph.

6. All parties hereto agree and confirm that the property which has been leased to Hyatt by City pursuant to Section 7 of the Project Agreement consists of the following numbered parcels on the Ownership Plat referred to in the Warranty Deed (and recorded in the R.M.C. Office for Greenville County, South Carolina, in Plat Book 7X at page 28); 9, 10, 11, 12, A-1, A-2 and A-3; together with all improvements, landscapings, fixtures, equipment and other personal property constructed or to be constructed thereon, affixed thereto, or placed on or in any such property or improvements; and together with all easements, rights of way, and other rights granted to or reserved by the City in the Warranty Deed. As to the parcels identified as A-1, A-2 and A-3 above, it is acknowledged and agreed that the leasehold interest of Hyatt covers the land within the boundaries of those parcels and that portion of the air rights above said land which lies below the horizontal plane which constitutes the "floor" of the air rights conveyed to Camel