

of the mortgage or any other loan document executed by Hyatt to evidence or secure such first mortgage. City also agrees, that, in the event of any damage or destruction covered by the insurance which City is required to obtain under the terms of Section 14 of the Project Agreement, the proceeds from such policies shall be utilized by the City to repair or replace the City's portion of the Project and related improvements, to the extent necessary to restore such property and improvements to their original condition, in accordance with the Plans. In the event such proceed shall be inadequate to effect such repairs and restorations, Hyatt (or its successors, assigns or mortgagees) shall have the right (but not the obligation) to supplement said insurance proceeds and thereby cause such repairs and restorations to be completed to the condition and standards referred to above. So long as the Project Agreement remains in effect, Hyatt (or its successors, assigns or mortgagees) shall have the right and responsibility to select and contract with the builder or builders chosen to repair and replace damaged portions of the Project and to control the disbursement of proceeds from the City's insurance policies, as well as any supplemental funds provided by Hyatt or any other party, to such builder or builders.

14. In addition to the agreements regarding eminent domain set forth in Section 15 of the Project Agreement, City further agrees that if a portion of the property and improvements included within the Leasehold estate shall be taken by eminent domain, Hyatt shall have the option of determining whether it is feasible to replace the taken portions or to alter or reconstruct the remainder of the property included within the Leasehold, so as to continue the utilization of the Leasehold property in a viable manner. In the event Hyatt makes any such determination, City will direct the condemning authority to pay all condemnation proceeds to Hyatt or such party as may be designated by Hyatt; and all such proceeds shall then be applied to the reconstruction, replacement or construction of alternate or substitute

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