

as used herein shall include extended, renewed, or refinanced first mortgages.

Section 9. Hyatt shall during the entire term of this Agreement maintain said equipment in good working order in compliance with all applicable Codes then in effect, and shall replace the same from time to time as required to the end that at all times the same amount and quality of equipment shall be in place and in good working condition as the original equipment. Hyatt agrees to return the equipment to the City in the condition provided for herein at the end of the leasehold. It shall be the obligation of Hyatt to provide all utility, maintenance (excluding structural repair) and operating expenses related to the leased enclosed space and all unenclosed areas adjacent to the Project up to the City's rights of way (with the exception of the parking structure and land immediately adjacent thereto).

By way of amplification, it is the intention of the parties to this Agreement that (with the exception of the parking facility and structural repairs to the improvements owned and constructed by the City) the City shall have no obligation toward the provision of maintenance, operation, utility or any other costs associated with the Project and, that Hyatt, as additional consideration, shall provide for all maintenance, operation, utility and any other costs associated with the Project except as is otherwise provided for herein.

Section 10. Hyatt may use the premises for any lawful purpose. It is the expectation of the parties that Hyatt shall rent, or allow the use of the public space herein leased for meetings and social occasions, to customers of any guests in the hotel and also to members of the public and various organizations and agencies. Hyatt shall also provide food and beverage service on the premises to such users and customers. Hyatt shall have exclusive control over and exclusive right to establish, rentals, charges and prices for use of such space and for food and beverage sales and service within the premises. In setting and applying such prices and rates, Hyatt shall endeavor to apply uniform charges as to various individuals and groups, but it is recognized that there will be from time to time differences in rates or prices due to such factors as (i) date of advance reservations, (ii) size of group, (iii) extent and frequency of use of such facilities and/or hotel by the customer, and (iv) expectation of increased demand within the Greenville area at

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