

terminated; provided no such re-entries shall affect the rights of any sublessee or assignee who attorns to the City pursuant to provisions hereinafter set forth.

In the event the City fails to comply with any of its obligations hereunder, and such failure by the City threatens the continued uninterrupted operation of any portion of the leased premises, Hyatt shall have the right to remedy such default from its own funds, using its reasonable discretion in selecting contractors, purchasing materials, and taking other steps as may be necessary to cure such default. The City shall then be liable to Hyatt for the full cost of such actions, and in the event the City fails to pay such amounts when notified, all such amounts may be deducted by Hyatt from any future payments due to the City. This right on the part of Hyatt shall be applicable only in the event the City fails to remedy any such default after reasonable written notice and demand shall have been made by Hyatt.

Section 17. It is contemplated by the parties that Hyatt's interests herein and rights hereunder will be assigned to one or more first mortgage lenders in connection with the financing of that part of The Project built by Hyatt. No default by Hyatt or any other party under the terms of any such construction and/or permanent mortgage shall in and of itself constitute a default by Hyatt under the terms of this Agreement; and provided such mortgagee (or any purchaser or assignee claiming under or through such mortgagee, including purchasers at foreclosure sale or subsequent owners acquiring title through the mortgagee) shall comply with Hyatt's obligation hereunder, including payment of amounts as prescribed hereunder, this Agreement shall continue in full force and effect with such mortgagee or other person claiming under or through such mortgagee being considered and deemed as the successor party to this Agreement.

In the event the City shall be notified by Hyatt or any mortgagee of this assignment of Hyatt's interest under this Agreement to such mortgagee, thereafter if the City determines that Hyatt is in default in any payments due hereunder or any other covenant or condition hereof, the City shall give notice thereof to any such mortgagee; and such mortgagee shall have the same rights to cure such defaults as are given

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