

payments provided in Section 8 of the Project Agreement or Supplemental Agreement. The City's only remedy for defaults by Successor Owner thereafter shall be its right to terminate the Leasehold, after giving the required notice or grace period, evict the lessee, and recover possession of the real and personal property subject to the Leasehold; except that Successor Owner shall continue to be liable for any non-monetary defaults by Successor Owner which constitute willful or wanton violations of the Project Agreement, as amended, and which result in damage to or diminution of the value of the City's rights in the property covered by the Leasehold.

GCC, HCG, and Oasis hereby confirm that following foreclosure or a deed or transfer in lieu of foreclosure, neither the Mortgagee nor Successor Owner shall have any obligation to make any payments to any of them with respect to any of the obligations set forth or referred to in Section 8 of this Agreement or in any comparable provisions of the Project Agreement or Supplemental Agreement.

10. Hyatt shall have the right to mortgage the Leasehold and, without City's consent, to assign the Leasehold to Mortgagee as additional collateral security for the payment of the Mortgage indebtedness. If Hyatt shall have executed and delivered a Mortgage and Mortgagee shall have notified City to such effect, giving its name and address:

(a) City shall serve upon Mortgagee a copy of each notice of default given to Hyatt by mailing same to Mortgagee at whatever address(es) may have been provided to City of Mortgagee. No such notice to Hyatt shall be effective unless copies thereof are thus served upon Mortgagee.

(b) Mortgagee shall have the right, within the sixty-day cure period allowed to Hyatt under the Project Agreement, to remedy or cause to be remedied the default which is the basis of the notice; and City shall accept performance by Mortgagee as performance by Hyatt. If the default has not been cured by the

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