(e) Notwithstanding any provision in this Agreement, the Project Agreement or the Supplemental Agreement, Mortgagee or Successor Owner shall begin making the payments required under subparagraphs a, b (as modified herein), c, f(i) and h(ii) of Section 8 of this Agreement as soon as the Mortgagee or Successor Owner begins collecting the revenues generated by the Project, so long as and to the extent that such revenues are adequate to make such payments, irrespective of the status of foreclosure proceedings, the relationship between Mortgagee and Hyatt (or its successor or assigns), or the actual ownership of the Leasehold at that time. These payments are herein referred to as "Transferee Rental Payments."

11. In order to clarify the responsibilities of Hyatt and City with respect to utility, operational and maintenance costs, set forth in Section 9 of the Project Agreement, City and Hyatt agree that City will be responsible for utility costs, maintenance and operation of the parking garage and other parking facilities servicing the parking garage to be installed in such a way that utility charges attributable to the parking garage can be seperately metered, determined and paid.

12. This Agreement and all rights and obligations of all parties hereto shall be binding upon and inure to the benifit of their respective successors and assigns. Notwithstanding any provisions of the Project Agreement or Supplemental Agreement to the contrary, Mortgagee shall be entitled to assign its rights hereunder and under the other instruments referred to herein to any party at any time without obtaining the consent of the City, Hyatt or Camel and following the Foreclosure Date, Successor Owner shall not be required to obtain City's consent to assign or sublet all or any portion of the Project.

13. City agrees that Hyatt's obligation to maintain certain insurance coverage under the provisions of Section 14 of the Project Agreement will be satisfied so long as Hyatt complies with requirements relating to such insurance imposed by the holder of any first mortgage lien on the project under the terms