

to Hyatt by any provision hereof. The fact that such cure shall be effected by a mortgagee rather than Hyatt shall not constitute a default or an event giving rise to termination of this Agreement.

In the event of a transfer of Hyatt's ownership pursuant to a foreclosure of such first mortgage or a deed in lieu of foreclosure, the mortgagee and/or subsequent owner shall have a period of thirty (30) days within which to notify the City in writing of its acceptance of the terms of this Agreement. In such event, the accepting party's obligation to the City shall be as defined herein, except that Section 8 shall be modified to the effect that in place of item (ii) thereof the item shall be modified to read "(ii) deduction of the same sum as was due toward payment of interest and principal installments on the first mortgage loan which was foreclosed (or deed taken in lieu of foreclosure)." Such accepting party shall have no liability for any payments due (current or past due or to become due) to be made by Hyatt hereunder.

Provided further that upon request of either the City or the Mortgagee and/or successor owner, the parties shall enter into a new lease which new lease shall be effective as of the date of the foreclosure or termination in lieu of foreclosure for the remainder of the term of this lease at the rental provided above in this paragraph and upon the same terms and condition at or herein contained.

Section 18. No termination of this Agreement shall affect the interests of any sublessee of Hyatt, provided such sublessee in writing attorns to the City and agrees to pay the amounts required by such sublessee's lease, and to perform all of the terms, covenants and conditions of such sublessee's sublease as well as all terms, covenants, and conditions of the Agreement. Thereafter, such sublessee shall become the tenant of the City. Upon request, any sublessee shall be entitled to receive from the City an instrument in writing providing that upon attornment his occupation, possession and use of the leased premises (or applicable portion thereof) shall not be disturbed by the City.

Termination or transfer of the City's interest in the leased premises shall not affect the interests of Hyatt therein or under this Agreement provided that Hyatt attorns in writing to the City's successor in interest

BOOK 1101 PAGE 779

0779

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