

improvements, under the control and supervision of Hyatt or any party designated by Hyatt. All of Hyatt's rights under this Section 14 and under Section 15 of the Project Agreement, and all actions to be taken by Hyatt pursuant to such provisions, shall be subject to and governed by applicable provisions of any first mortgage (and related loan documents) then affecting Hyatt's Leasehold interest.

15. In order to clarify and supplement the rights given to Mortgagee to cure Hyatt's defaults under the Project Agreement, City agrees that, if Hyatt, or its appropriate successor, assignee or Mortgagee, shall dispute the amount of any monetary sum alleged by the City to be due or shall dispute the existence of any other default alleged by City and shall be in the process of pursuing a judicial resolution of such dispute, and so long as the undisputed portions of any such payments shall have been made, then the nonpayment of the disputed portion (or the failure to cure any such alleged default) shall not constitute an event of default under the Project Agreement until and unless such amounts shall continue to be unpaid or such other default shall remain uncured following a final judicial determination (including allowable appeals) that such amounts are, in fact, due to the City or that such default should be cured.

16. Hyatt hereby assigns to Continental Illinois National Bank and Trust Company of Chicago all of Hyatt's rights, title and interest in and to the Project Agreement, the Supplemental Agreement, and this Assignment, in order to secure the indebtedness evidenced by that certain Real Estate Note executed and delivered or to be executed and delivered by Hyatt in favor of said Bank. Hyatt, City and Camel acknowledge and agree that when and if said Bank's rights under said note shall be assigned to New England Mutual Life Insurance Company, this assignment of Hyatt's rights under said instruments shall likewise be assigned to New England Mutual Life Insurance Company, without the execution or delivery of any additional instruments. Until and unless there shall occur an event of default under said note or any

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