

City and Hyatt acknowledge that the two lending institutions named above are in the process of selecting an architectural, engineering or consulting firm suitable to both lenders for the purpose of inspecting both City's and Hyatt's construction and determining whether and when such construction shall have been completed in accordance with the Plans. The firm so selected shall hereinafter be referred to as the "Inspector." City and Hyatt hereby agree that each of their respective obligations to construct improvements shall be deemed satisfied in full when the Inspector shall certify in writing that such construction has been substantially completed in accordance with applicable portions of the Plans and when a proper certificate of occupancy has been issued by the City of Greenville. Following such certification no additional steps need be taken by the party obligated to complete construction under any one of said sections of the Project Agreement (as modified by this Agreement) in order to comply with the covenants contained in those sections.

City and Hyatt agree and covenant that construction of their respective portions of said improvements shall be completed, in accordance with the Plans, not later than February 28, 1982.

In connection with the revised budget estimate attached as Exhibit A to the Supplemental Agreement, Hyatt agrees that to the extent Hyatt does not spend any of the funds listed in Items 1, 2, 3, 6(A) and 6(B) in the "Private" column of such budget for any of the purposes listed in said Items, then such funds not spent will, upon request of the City, be transferred to the City for payment by the City of actual construction costs incurred by City in excess of its budget as shown on said Exhibit A, including all of the "Contingencies" funds (\$461,000) listed therein, provided such excess actual construction costs by the City do not result from changes in or additions to the City's part of the Project. In the event the City has not expended all of said funds shown on said Exhibit A, Hyatt shall not be obligated to

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