which Tenant receives a copy of this lease, fully executed by Landlord, and Tenant shall notify Landlord of such date, and if this lease is not accepted by Landlord by executing the original and one copy and delivering same to Tenant within thirty (30) days from the date Tenant signs same, this lease shall become null and void and be of no further force and effect.

- 21. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective successors and assigns.
- 22. This lease contains all the agreements between the parties hereto and may not be modified in any other manner than by agreement in writing signed by all the parties hereto and their successors in interest.
- 23. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice versa, and personal pronouns may be read as masculine, feminine and neuter.
- 24. It is the intention of the parties to hereby create a relationship of Landlord and Tenant, and no other relationship whatsoever is hereby created. Nothing in this Lease shall be construed to make the parties hereto partners or joint venturers or to render either party hereto liable for any obligation of the other; nor shall anything in this lease be construed to make Tenant a partner or joint venturer with either of the partners constituting Landlord.
- 25. This Lease may not be assigned or the Premises sublet by Tenant without Landlord's prior consent which shall not be unreasonably withheld; provided, however, Landlord's consent shall not be required if Tenant's assignment of the Lease or its interest in the Premises do not terminate, modify, or disturb the management of the Hotel by Hyatt Corporation in accordance with the certain Management Agreement entered into by Hyatt Corporation and Tenant dated as of May 21, 1979.

In addition, if Tenant is in default under the terms of its first mortgage, Tenant shall have the right to assign this Lease or its interest in the Premises to a third party without the written consent of the Landlord,

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