

certain times. Hyatt shall provide, upon demand of the City from time to time, a fixed schedule of charges.

Section 11. It is the intention of the parties hereto that The Project shall serve the public interest through the provision of certain amenities such as a quality hotel, meeting and convention space, parking facilities and an urban atrium or meeting place. Hyatt, or any successor in interest shall not unreasonably deny the public use or access to The Project, or any component thereof. If Hyatt does make such unreasonable denial, City may seek recourse for such violation by Hyatt in the courts but shall not be entitled to terminate this Agreement on account of any violation of this paragraph.

Section 12. Hyatt shall have the right, upon mutual consent of City, with such consent not unreasonably withheld, to assign or to sublet all or any portion of the leased premises, to any party at any time; provided, such assignment or sublease shall not have the effect of relieving Hyatt from its obligation to make payments under the terms and conditions set forth herein, and provided, further, that any such assignment be subject to the Agreement and the assignee or sublessee assume its proportionate part of the obligations hereunder.

Section 13. Hyatt shall be responsible for regular and ordinary maintenance and security of all improvements except the parking facilities comprising The Project, and shall provide and pay for all janitorial services, security services, supplies and similar ordinary maintenance charges relating thereto. Hyatt shall also maintain in good repair the floors, stairwells, interior walls, ceiling coverings, and similar portions of the building themselves on the leased premises. The City shall be responsible for repairs to and replacement of the exterior walls, roof, and structural members of any building constructed and owned by the City. Hyatt shall be responsible for all repairs to and replacement of the heating and air-conditioning system. The City shall be responsible for maintenance, security and lighting of the parking facilities.

Section 14. Hyatt agrees to hold the City harmless against, and indemnify the City from, any loss related to any and all causes of action, claims and demands of whatsoever kind or nature arising from, directly or indirectly, the leasehold premises described herein (not

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