

and agrees to pay the amounts required hereunder to such successor, and to perform all of the terms, covenants and conditions of this Agreement, thereby becoming the City's successor in interest. Upon request, Hyatt shall be entitled to receive from the City's successor in interest an instrument in writing providing that upon such attornment, Hyatt's occupation, possession and use of the leased premises shall not be disturbed by the City's successor in interest.

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Section 19. City hereby warrants that it, and no other person, corporation or other entity, has the right to lease the premises leased to Hyatt. Hyatt shall have continual peaceful and quiet use of possession of the leased premises without hindrance on the part of the City, and the City shall warrant and defend such peaceful and quiet use and possession against the claims of all persons except as provided in Section 12 of this Agreement.

Section 20. The parties recognize that as The Project design proceeds and negotiations are undertaken to obtain financing and after construction starts, further agreements, easements or covenants may be necessary to make The Project become a reality. To that end, the parties agree in good faith to execute such further legal documents as may be necessary or proper, provided, any such document is consistent with the intention of the parties as herein expressed.

Section 21. Hyatt shall have the right at any time during the first 20 years hereof to purchase the Atrium space from the City. The purchase price shall be the sum of the value of the land (on the same per square foot cost as defined in the Land Disposition Agreement) plus the actual cost to the City of constructing the Atrium (including all professional fees), beautifying and landscaping it and roofing and enclosing it. Any conveyance by the City shall contain suitable reserved easements for access to and from the public space and parking facilities owned by the City. Upon conveyance as contemplated in this paragraph, the obligation of the City toward structural repairs associated with the Atrium shall be terminated.

Section 22. This Agreement, and all rights and obligations of both parties hereto, shall be binding upon and shall inure to the respective successors and assigns to such parties.

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