

any such requirements which were not specifically accomplished by the execution, delivery and recording of the aforesaid deeds.

3. All parties hereto agree that the obligations of the City to construct certain improvements set forth in the second paragraph of Section 2, and in Section 3 have been more specifically described and depicted in the plans and specifications prepared by Thompson, Ventulett, Stainback & Associates, Inc., entitled "Greenville Commons Plans", including all revisions through the date hereof (hereinafter the "Plans"): and the City is obligated, pursuant to said provisions of the Project Agreement, to construct all such improvements in accordance with the applicable portions of the Plans. To the extent that there exist any variations between the Plans and the aforesaid provisions of the Project Agreement, the Plans shall constitute the final and binding definition and description of the improvements the City is obligated to construct.

All parties hereto agree that, for purposes of this Agreement and the additional agreements hereinabove referred to, the Plans shall not be revised without the consent of City, Hyatt, Continental Illinois National Bank and Trust Company of Chicago (construction lender), and New England Mutual Life Insurance Company (permanent lender), except that the consent of the lenders shall not be required after their respective mortgages shall be assigned or satisfied. All references to the Plans in this Agreement shall be deemed to incorporate any future revisions to such plans which shall have obtained the approval of all said parties.

The parties hereto likewise agree that Hyatt's obligations to construct certain improvements, set forth in Section 5 of the Project Agreement, have been further described and depicted in appropriate portions of the Plans; and that said portions of the Plans shall constitute the final and binding description of such obligations. To the extent there exist any variations between the Plans and Section 5 of the Project Agreement, such variations shall be resolved in favor of the descriptions, drawings, and other information incorporated into the Plans.

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