

other document evidencing or securing the indebtedness described therein, Hyatt shall be entitled to utilize and enjoy possession of the Leasehold estate assigned hereby and to collect and retain any rentals or other revenues therefrom.

17. This Assignment and all rights and obligations of all parties hereto shall be binding upon and shall inure to the benefit of their respective successors and assigns. The lending institutions named above shall be entitled to assign their rights hereunder and under the other instruments referred to herein (including all rights assigned to them pursuant to Section 16 hereof) to any party at any time without obtaining the consent of City, Hyatt or Camel.

18. In the event there is any conflict between provisions of this Agreement and those of the Project Agreement or Supplemental Agreement, the provisions of this Agreement shall prevail and all such conflicting provisions are hereby amended accordingly.

19. City warrants to Hyatt and Mortgagee that it owns the fee simple, unencumbered title to the real and personal property leased to Hyatt under the Project Agreement (as amended and clarified by the Supplemental Agreement and this Agreement) and that it has complete authority to execute said instruments and to perform all of its obligations thereunder.

20. Any and all notices, elections or demands permitted or required to be made under this Agreement shall be in writing, signed by the party giving such notice, election or demand, and shall be delivered personally, or sent by registered or certified United State mail, postage prepaid, to the other party at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election or demand.