

including the parking facilities); further, Hyatt agrees to maintain adequate and reasonable comprehensive insurance over the improvements constructed by it naming the City as a co-insured on said insurance, provided, however, any first mortgage lender covered under such insurance pursuant to the mortgagee clause in any such policy shall have priority over the claim of the City as co-insured. The City agrees to maintain adequate and reasonable fire and extended coverage over all improvements constructed and owned by it, Provided Hyatt, as additional consideration to the City, shall pay annually to the City an amount equal to the premium for said insurance.

Section 15. If, during the term of this Agreement, the leased premises or any portion thereof shall be taken, appropriated or condemned by reason of eminent domain, the City shall be entitled to the award or proceeds for the value of its fee simple interest in the property described on Exhibit A. Hyatt and Camel shall be entitled to the award or proceeds for the value of its leasehold estate and the fee simple title owned by Camel Company as well as any consequential damages to The Project as a result of such condemnation, Provided, however, in the event the City or any agents thereunder is the condemning agency, the City shall not be entitled to any provision of any condemnation award. There shall be such abatement of rent and other adjustments made as may be just and equitable under the circumstances.

Section 16. It is agreed that this Agreement involves only the parties hereto and not any other corporation, and specifically not Hyatt Corporation, the parent corporation of Hyatt.

Any failure by Hyatt to make a payment due to the City, after demand for such payment has been made and not satisfied for a period of 60 days, shall constitute a default hereunder. Alleged violations of this Agreement on the part of Hyatt other than payment of rent shall constitute defaults hereunder only after Hyatt shall have failed to cure such defaults for a period of 60 days after demand for such cure shall have been made in writing by the City to Hyatt.

In the event of any such uncured default, and upon the expiration of the requisite time periods and events as stated above, the leased premises and any personal property situate thereon owned by Hyatt shall immediately become the property of the City. The City may then re-enter and take possession of the premises and determine this Agreement to be

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