

whether such sale, pledge, transfer, encumbrance or conveyance be voluntary or by operation of law; or any secondary financing in connection with the Premises or the City Project whether it embraces personal property or real estate of the Mortgagor without the prior written consent of the Mortgagee; or

(k) Failure by Mortgagor or Fee Owner duly to observe or perform any term, covenant, condition, or agreement of the Land Lease or the City Lease or to timely pay any sum or sums due thereunder; or

RS *BM* (l) Any default by Mortgagor under its Management Agreement ~~as amended _____, 1980~~ (herein referred to as the "Management Agreement") with Hyatt Corporation dated May 21, 1979, or the termination of such agreement, whereby the operating or management status of the Premises or City Project might change without the written approval of Mortgagee.

2.02 Acceleration of Maturity. If a Default shall have occurred, then the entire Indebtedness shall, at the option of Mortgagee, immediately become due and payable without notice or demand, which are hereby expressly waived by Mortgagor and Fee Owner, time being of the essence of this Mortgage (and no omission on the part of Mortgagee to exercise such option when entitled to do so shall be construed as a waiver of such right), and the Mortgagee may proceed to foreclose this Mortgage or otherwise pursue any right or remedy herein or by law provided.

2.03 Right to Enter and Take Possession.

(a) If a Default shall have occurred, irrespective of whether Mortgagee accelerates the maturity of the Indebtedness or institutes foreclosure proceedings, Mortgagor and Fee Owner, upon demand of Mortgagee, shall forthwith surrender to Mortgagee the actual possession of the Premises and the City Project and if, and to the extent, permitted by law, Mortgagee itself, or by such officers or agents as it may appoint, may enter and take

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