

Building B2, and/or (ii) except as necessary for the payment of any Bonds issued, collect, retain, and disburse all tax increment revenues necessary to complete the cost of the public Infrastructure Improvements, and seek any other legal or equitable remedy available to the City, but not including any damages of any kind including consequential damages. Further, except for a failure to complete Building B3, termination of the Master Ground Lease shall not be a remedy pursuant to this Agreement. If default by the Developer occurs and is not timely cured to the satisfaction of the City then the City may, in its reasonable discretion, cooperate with Developer to complete the Project; provided, however, such cooperation shall not be interpreted to require the City to contribute any additional financial assistance to the Project. Developer shall have forty five (45) business days to cure any default after written notice of the same.

- c) **Lender Assignments.** The Developer shall have the option to mortgage its interests in the Project, including the Master Ground Lease, as may be required by a lender. Prior to commencement of construction, the Developer shall provide adequate documentation (in the form of a signed lender communication outlining such facts in the form attached as **Exhibit K**) to the City that all agreements relating to the construction of the Project including construction contracts, architectural and engineering contracts, management contracts, Brownfield Reimbursement Agreement, MSF approvals (if consented to by the MSF), building permits, and any and all rights and obligations under this Agreement, are or shall be assigned to Developer's construction lender in the event of an uncured default by Developer. Upon the Developer providing **Exhibit K** to the City, the City shall immediately in return execute a consent to such assignments in such construction lender's customary and commercially reasonable form, which will include the City's agreement to