

(f) "Mortgage Indebtedness" shall mean and refer to all amounts, whether principal, interest or other charges, which are secured under or pursuant to any Mortgage.

(g) "Opening Date" shall mean the earlier of (i) the date upon which Lessee, as Consultant under the Consulting Agreement, approves the completion of and is prepared to take possession of the "Gatehouse" and at least twenty-four (24) of the suites to be constructed on the premises or (ii) the date next following that upon which the Consulting Agreement shall expire by reason of the occurrence of all events specified in Section 3.01 thereof. In the event that the Consulting Agreement properly is terminated prior to the Opening Date by either party by reason of a default by the other party thereto, this Lease shall be void and of no force or effect whatsoever.

(h) "Premises" shall mean the parcel of land on which the Hotel is to be constructed, as described on Exhibit "A" attached hereto and by reference incorporated herein.

(i) "Project Cost" shall mean the total costs incurred or paid by Lessor, its successors in interest or assigns, to acquire the Premises, to construct and fully equip the Hotel, and to obtain financing and capital for the same.

(j) "Term" shall mean and refer to the "Initial Term" and, if extended as hereinafter provided, the "First Renewal Term" and any "Additional Renewal Term," which are defined as follows:

(i) "Initial Term" shall mean and refer to that period beginning on the Opening Date and ending at midnight on the last day of the one hundred fiftieth (150th) full fiscal monthly accounting period of Lessee ending after the fiscal monthly accounting period during which the Consulting Agreement shall expire by reason of the occurrence of all events specified in Section 3.01 thereof, or on any earlier date upon which this Lease of Hotel terminates pursuant to the provisions hereof;

(ii) "First Renewal Term" shall mean and refer to that period beginning on the day next following the end of the Initial Term, and ending at midnight on the last day of the fifth (5th) full fiscal year of Lessee ending thereafter, or on any earlier date upon which this Lease of Hotel terminates pursuant to the provisions hereof; and

(iii) "Additional Renewal Term" shall mean and refer to that period beginning on the day next following the end of the First Renewal Term or any Additional Renewal Term, and ending at midnight on the last day of the fifth (5th) full fiscal year of Lessee ending thereafter, or on any earlier date upon which this Lease of Hotel terminates pursuant to the provisions hereof.

(k) "Termination" shall mean or refer to the expiration or sooner termination of this Agreement by either party hereto in accordance with the terms of this Agreement, excluding, however, any temporary cessation of operations as provided herein.