

right. In the event either party is in default in the performance of any term, covenant, agreement or condition contained in this lease, the defaulting party shall reimburse the non-defaulting party for all costs and expenses, including without limitation, court costs and reasonable attorney's fees incurred by it in protecting its interests, whether or not litigation is involved, provided any such costs and expenses incurred by Landlord will be considered additional rent, collectible only out of cash flow from improvements, as herein provided. Tenant's "net income from the Project" shall equal cash that Tenant has available in respect of each Fiscal Year after the payment of: all operating expenses (including the establishment of reserves for replacement of equipment, repairs and maintenance and capital improvements) on the Hotel, the Office Building and the Convention Center; all debt service on the first mortgage loan and other loans the proceeds of which were used in connection with the construction of improvements on the Premises or the acquisition of fixtures, equipment and other personal property and inventory or used in connection with the operation of the Project; all amounts paid to the City under the Project Agreement; all accrued interest and principal on loans from Greenville Community Corporation and HGC Corporation; the Base Rent and all amounts of accrued Base Rent to Landlord; and, the recoupment by Tenant of all capital invested by it in the Project.

13. Landlord shall fully cooperate with Tenant throughout the term of this Lease and all extensions and renewals to secure and maintain proper zoning, building and other permits and compliance with all applicable laws, and Landlord shall execute all such petitions, requests, and the like as Tenant shall reasonably request for such purposes.

14. All notices herein provided for shall be in writing and sent by registered or certified mail, postage fully prepaid, return receipt requested, to Tenant at: 9700 West Bryn Mawr Avenue, Rosemont, Illinois 60018, Attention: Richard L. Schulze, Esq., if directed to it or if directed to Landlord, to the place provided above for the payment

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