

Company's Advances, or a combination thereof) other than by reason of a default by Owner hereunder, Owner may, by giving Company thirty (30) days' prior written notice, terminate the Agreement; provided, however, that Company may, at its election, prevent such termination by paying Owner's Preferred Return to Owner within such thirty (30) day period, either from Operating Income from the calendar year for which the Preferred Return is being paid or from funds advanced by Company out of its own funds, or a combination thereof; and provided further, that in the event Owner fails to give any such notice of termination to Company prior to April 1 of the calendar year following the calendar year for which Owner did not receive Owner's Preferred Return, Owner shall no longer have such right to terminate the Agreement by reason of Owner not receiving Owner's Preferred Return for said year but Owner shall continue to have such right with respect to any future years for which Owner does not receive Owner's Preferred Return. If Owner at any time does not provide funds necessary for the payment of Operating Expenses within thirty (30) days of a request for such funds by Company, Company may, at its election, advance any portion of the funds required for the payment of such Operating Expenses. All amounts advanced by Company under Section 6.01 of the Agreement shall bear simple interest from the date of the Advance in question at a rate per annum, computed on a daily basis, equal to nine percent (9%) per annum, and the amount of such interest shall be deemed to be a part of Company's Advances; provided, however, it is understood and agreed by Company that Company's Advances shall not be a debt of Owner and that the same shall only be repayable as specified in Section 6.02, Section 7.04 and Section 8.02(c) of the Agreement, there being no other obligation whatsoever of Owner to repay the same to Company.

Section 6.02 Repayment of Company's Advances; Incentive Management Fee. Beginning with the earlier of (a) the first calendar year during the term of the Agreement in which Gross Receipts exceed Operating Expenses or (b) the calendar year ending