

2.2 Terms Defined in Other Sections. Other terms when used in this Agreement shall have the meanings indicated in the Articles or Sections where used.

ARTICLE II

LEASE OF HOTEL

2.1 Initial Term. Lessor hereby leases and demises the Hotel to Lessee and Lessee hereby leases the Hotel from Lessor for the Initial Term, upon the covenants and conditions herein set forth. Lessor acknowledges that it is Lessor's duty to cause, at Lessor's cost and expense, the full construction, erection and completion of the Hotel in accordance with the "Building Plans," and defined in the Consulting Agreement.

2.2 Extensions. The Initial Term may be extended by Lessee from time to time, at its option, for not more than three (3) consecutive additional periods of five (5) fiscal years each, provided that:

(a) No Event of Default has occurred and is continuing on the part of Lessee under the Lease at the time of giving written notice of exercise of any such option to extend;

(b) Lessee gives written notice to Lessor of the exercise of its option to extend at least one hundred eighty (180) days prior to the expiration of the then Term of the Lease; and

(c) If notice has been given by Lessee of the exercise of its option to extend the Term to include any Additional Renewal Term, Lessor shall promptly enter into exclusive good faith negotiations with Lessee as to the Rental to be in effect during such Additional Renewal Term; however, if such exclusive good faith negotiations have not resulted in the execution of a Supplemental Rent Rider between Lessor and Lessee governing the Rental to be paid during such Additional Renewal Term within sixty (60) days following Lessee's giving of notice of exercise of its option to so extend, then the notice of exercise shall be of no further force or effect whatsoever and the Lease shall expire at the end of its then Term, with the same effect as if no notice of exercise of the option to extend had been given by Lessee.

2.3 Assignment of Warranties. Lessor hereby assigns to Lessee any and all warranties, rights or claims now owned or hereafter acquired by Lessor, relating to the Hotel, or any portion thereof, arising under any contract or agreement with any third party relating to the construction of, or the supplying of labor or materials to, the Hotel. Lessor further agrees to use its best efforts to enable Lessee to receive the benefit of all such warranties, rights and claims, and to execute any instruments or documents needed to effectuate such assignment.