

(ii) Enter the leased premises as the agent of the Lessee, by force if necessary, without being liable to prosecution or any claim for damages therefor, and relet the premises as the agent of the Lessee, and receive the rent therefore, and the Lessee shall pay the Lessor any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the address of Lessor.

(c) The said rights and remedies of Lessor shall be cumulative and not exclusive and the Lessor shall have the right to any one or more or all of said remedies in the event of any such default by Lessee.

9.2 Defaults of Lessor. If the Lessor shall fail to perform or observe any requirement of this Lease, or of the Consulting Agreement, and such failure shall continue for thirty (30) days after written notice thereof from Lessee specifying the nature of any such default, then Lessee shall have the right at Lessee's option and election, to: (a) terminate this Lease by written notice to Lessor; (b) cure such default and deduct the cost thereof from future rentals; and (c) pursue any such other remedy as may be permitted by law or equity. The said rights and remedies of Lessee shall be cumulative and not exclusive and Lessee shall have the right to resort to any one or more or all of said remedies in the event of any such default by Lessor. In the event Lessee elects to terminate this Lease, Lessee's obligations hereunder (including but not limited to the payment of rentals) shall cease as of the date of the written notice of such default.

9.3 Force Majeure. Neither Lessor nor Lessee shall be deemed in violation of this Lease if it is prevented from performing any of the obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of material, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not in its control, and the time for performance shall be automatically extended by the period the party is prevented from performing its obligations hereunder.

## ARTICLE X

### LESSEE'S OPTION TO PURCHASE

10.1 Grant of Option. Lessor hereby grants to Lessee the irrevocable and continuing right and option to purchase and acquire the Hotel (the "Option"); provided, however, that this Lease is in full force and effect and no Event of Default on the part of Lessee has occurred and is continuing on the date the Option is exercised. The Option shall be exercised, if at all, by the Lessee giving to Lessor, during the Option Period (as hereinafter defined), written notice of Lessee's election to purchase the Hotel upon the terms and conditions set forth in this Lease. As used herein, the term "Option Period" shall mean that period commencing on the first day of the eighth (8th) full Fiscal Year of Lessee commencing after the Opening Date and ending on the last day of the eighteenth (18th) regular fiscal monthly accounting period of Lessee ending thereafter, both inclusive.