

“O&M Program” shall have the meaning ascribed thereto in Section 31.2(c).

“OFAC” shall have the meaning ascribed thereto in Section 37.15(a).

“Off-Site Areas” shall mean any areas adjacent to the Premises which Tenant obtains the right to use from other Governmental Authorities, including, without limitation, outdoor seating areas and sidewalks, to the extent used in connection with the operation of the Premises or the Hotel.

“Opening Date” shall mean the date on which (a) the following areas of the Premises are complete, fully functional, not subject to interference from construction, and opened for public guest occupancy so as to enable Tenant to operate the following applicable portions of the Hotel consistent with the Initial Hotel Standard: (i) all of the guest rooms, (ii) all of the common areas, (iii) all of the restaurants and (iv) the health club and spa; and (b) all pre-opening installations, including all mechanical systems, in each case, as required to furnish and operate the applicable portions of the Hotel consistent with the Initial Hotel Standard, are complete. Notwithstanding the foregoing, Tenant shall be permitted to (i) open and operate the Hotel and the Premises upon Substantial Completion and (ii) have a Soft Opening Period following such opening and commencement of operations prior to the Opening Date.

“Operating Supplies” shall mean all operating supplies and equipment characterized as operating equipment under the Uniform System expected to have a consumption period of less than one year.

“Operational Deficits” shall have the meaning ascribed thereto in Section 32.1(e).

“Operator” shall mean the Person designated by Tenant in accordance with Section 15.1, to serve as the operator and manager of the operations of the Hotel.

“Organizational Chart” shall mean a chart, substantially in the form attached hereto in Exhibit G, showing all direct and indirect ownership of Tenant and Operator, with names of all Persons thereon, their relative percentage ownership of Tenant or Operator, the amount of their Equity as of the date of delivery of such Organizational Chart and their relationship to one another, and further showing any other Persons who may have management or Control rights with respect to Tenant or Operator, without regard to direct or indirect ownership in Tenant or Operator, further showing in reasonable detail the nature and amount of Debt and equity (and the providers thereof) of (x) Tenant and (y) each other Person which holds a direct or indirect legal or beneficial ownership or equity interest in Tenant or Operator, at each tier, first provided by Tenant to Landlord upon execution of this Lease and thereafter supplemented or updated as provided in this Lease; provided, however, in the case of the Persons listed in clause (y), the Organizational Chart shall only show Debt which relates to the Premises and the interests in Tenant only, and no other Debt.

“Other Standard” shall have the meaning ascribed thereto in Section 32.1(i).

“Patriot Act Offense” shall have the meaning ascribed thereto in Section 37.15(a).

“PDD Credit” shall have the meaning ascribed thereto in Section 4.6(a)(i).

“Percentage Rent” shall mean, for each Lease Year, the following calculation: (x) Gross Revenues for such Lease Year multiplied by (y) the applicable percentage as follows: during Lease Years [REDACTED] percent; during Lease Years [REDACTED] percent; during Lease Years [REDACTED] percent; during Lease Years [REDACTED] percent; during Lease Years [REDACTED] percent; and during Lease Years [REDACTED] percent.