

provided the Lessee gives Lessor notice of Lessee's intention to do so. In the event that any taxes, assessments or other charges called for herein to be paid by the Lessee shall be returned in the name of the Lessor, Lessor covenants and agrees that, immediately upon receipt of the same, he will forward such notices to Lessee for payment.

(e) In the event that Lessee shall fail, refuse or neglect to pay any or all of the payments in this article required, then the Lessor may, at his option, pay the same, and the amount or amounts of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payments shall be repaid by the Lessee to the Lessor upon the demand of the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though such amount were an installment of rents specifically required by the terms of this Lease to be paid by the Lessee to the Lessor; but the election of the Lessor to pay such taxes shall not waive the default thus committed by the Lessee.

(f) The foregoing notwithstanding, the parties hereto understand and agree that the taxes, assessments or other charges enumerated in this article for the first and last year of the term herein shall be prorated proportionately between the Lessor and the Lessee.

9. This Lease is subject to the following conditions:

(a) The Leased Premises being zoned by the applicable zoning ordinances so as to permit the construction, development and operation and use of the Leased Premises as a seafood restaurant.

(b) That all utilities necessary for the development of a restaurant building on the Leased Premises, including water, sanitary sewer, storm sewer, electricity, telephone, and related easements will be installed and operational at the boundary of the Leased Premises prior to the date rents are due hereunder. Such utility installation shall be adequate and sufficient to provide such quantities, pressure, and capacities which will permit the utilization of the Leased Premises as herein contemplated and that Lessee shall be entitled to obtain all such services.

(c) The applicable governmental authorities issuing to Lessee, prior to the date rents are due hereunder, approval of Lessor's proposed site plan for use of the Leased Premises.

(d) Lessee executing a contract with Rothcon Associates to purchase the property contiguous to the Leased Premises.

(e) Lessee obtaining suitable results from surveys, borings and soil tests.

10. The Lessee shall not cause or permit any waste, damage, or injury to the Leased Premises. The Lessee, at its sole expense, shall keep the Leased Premises as now or hereafter constructed with all improvements made thereto and