- 7. Breach: It is agreed and covenanted by the Lessees and Lessor that for a violation of any of the terms and conditions herein by the Lessees, or upon the Lessees' failure to perform under the terms and conditions herein specified, then at the option of the Lessor, this lease and option to purchase shall be forfeited and the Lessor shall have the right to reenter and recover possession of the premises and evict the Lessees therefrom, provided, however, that nothing herein be construed as a relinquishment of any rights or remedies afforded the Lessees by virtue of this lease or by applicable law.
- 8. Conditions: Time is of the essence. Any forbearance by the Lessor or Lessees in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy, and the failure of any party to insist upon strict performance of the terms, covenants, agreements, and conditions herein contained, or any of them, shall not constitute or be construed as a waiver or relinquishment of the parties' rights thereafter to enforce any such term, covenant, agreement or condition, but the same shall remain in full force and effect. In the event of judicial proceedings for ejectment or eviction by the Lessor, acceptance of rental payments shall not be construed as to constitute a waiver or acceptance of any breach or defective performance by the Lessees.
- 9. <u>Easements</u>: The Lessor does further agree and covenant not to grant, convey, bargain, sell transfer or allow any easements, rights of way, or licenses in or to the demised premises without the express written consent of the Lessees.

As part of the consideration of the aforementioned lease provisions and for and in consideration of the sum of One Dollar (\$1.00), this day paid to the Lessor by the Lessees, the receipt of which is hereby acknowledged, Lessor does hereby grant, bargain, transfer, and sell unto the Lessees the right and option, at any time during the term of this Agreement, to purchase the abovedescribed premises with the improvements thereon, including the fixtures and appliances located within for the total sum of Thirty-Five Thousand Dollars (\$35,000.00). In the event the Lessees desire to exercise said option, it is agreed and covenanted that the Lessees shall give

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