

and things herein covenanted that the Lessees shall be granted quiet and peaceable possession, use, and enjoyment of the demised premises during the term of this Agreement without molestation or interference by the Lessor.

6. 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 Lessee, or upon the Lessee's failure to perform under the terms and conditions herein specified, then at the option of the Lessor, this lease and option to have the right to reenter and recover possession of the premises and evict the Lessees therefrom, as a relinquishment of any rights or remedies afforded the Lessees by virtue of this lease or by applicable law.

7. Conditions: Time is of the essence. Any forbearance by the Lessor or Lessee 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 Lessee.

8. Easements: The Lessor does further agree and covenant not to grant, convey, bargain, sell, transfer, mortgage or allow any easements, rights of way, liens, judgments, or licenses in or to the demised premises without the express written consent of the Lessee.

9. Special Provisions: Lessee accepts the Leased premises in their present condition and as suited for those uses and purposes set forth in the protective covenants of Harbor Town and the Master Deed therefore. Lessor agrees that he shall, at all times, maintain the heating, air-conditioning, water, sewer and electrical systems servicing said property in normal and proper working order. Lessee agrees that, as a further inducement to the Lessor to enter into this agreement, the Lessee shall paint