

Vendor and Vendee hereby state, affirm, and agree that no services of any real estate broker have been employed in connection with the grant of this option or the conveyance of the title to the Land; accordingly, neither Vendor nor Vendee shall be obligated to pay any real estate broker any real estate commission.

5. Right to Inspect. The Vendor gives the Vendee, and its duly authorized agents and employees, the right during the option period and at any and all times after exercise of the election to purchase herein provided for, to enter in and upon the Land covered by this option, to inspect the same and to make such surveys and measurements as shall be deemed necessary.

6. Restriction on Sale to Others. The Vendor agrees not to sell or offer for sale the Land during the term of this option or any renewal thereof.

7. Zoning. Vendor shall use its best efforts and shall obtain zoning of the Land acceptable to counsel for Vendee, as determined by counsel for Vendee at his sole discretion, time being of the essence. Vendee shall provide legal counsel to Vendor, at no cost to Vendor, in order for Vendor to secure such zoning. If Vendor should be unable to obtain such zoning by 12:00 midnight, Eastern Standard Time, February 10, 1985, then Vendor shall immediately pay the consideration of this option, or the sum of Five Thousand Dollars (\$ 5,000.00) to Vendee.

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