

said property provided, however, that any such work shall be done during reasonable daylight hours and shall be done in such a manner so as not to disturb occupants of houses located adjacent to or on the subject property. Buyers agree that any and all work performed on the subject property during the term of this Option shall be performed in a neat, efficient and professional manner which will enhance the value of the property. Once a particular segment of work has begun, Buyers agree to complete such work such that no further costs or expenses must be born by Seller to complete such work. Buyers also agree that if any mechanics' liens or any other type of liens or liabilities are incurred on or to the subject property that Buyers will hold Seller harmless for all such amounts, and if the \$25,000.00 Option monies paid hereunder must at any time be refunded to Buyers, Seller can use such amounts first to pay off any such liens.

8. The Buyers expressly covenant to the Seller that they are not acting as agents or brokers for anyone in the transaction contemplated by this Option and, accordingly, that no fees, commissions or other remuneration shall be due by Seller to anyone as a result of the conveyance by Seller of title to the subject property.

9. (a) Seller shall not be responsible for any costs involved in getting the premises rezoned or obtaining a zoning variance, special exception, etc. or lifting property restrictions of the like that would prohibit the intended use by Buyers, and this shall be the exclusive expense of the Buyers if Buyers elect to obtain such variances, etc.

(b) Buyers shall have the right to apply to the appropriate governmental agency to obtain a rezoning of the subject premises or of obtaining a zoning variance, special exception, or other ruling which will allow a different use of the property than that for which it is now zoned for and such application may, at the option of the Buyers, be made in the name of and on behalf of the Seller or in its name.