

requested, addressed to each party as hereinafter set forth:

To Landlord: John E. White, Jr.
5127 Furman Avenue
Columbia, South Carolina 29206

To Tenants: Steven K. and Cara A. Roberts
106 Darlington Avenue
Greenville, South Carolina 29206

SUCCESSORS: This lease shall bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors or assigns of the parties hereto.

OPTION TO PURCHASE: Landlord hereby sells and grants to Tenants for consideration of the sum of Six Thousand and 00/100ths Dollars (\$6,000.00), due upon execution of this Agreement an option to Purchase the subject property for a total purchase price of Forty-five and 00/100ths Dollars (\$45,000.00). The Tenants may exercise this Option at any time during the term of this lease; provided, however, that termination of the lease due to a default in payment by Tenants shall terminate the Option and no money shall be refundable to Tenants. If Tenants exercise the Option, Tenants shall pay the recording and closing costs normally paid by a Buyer and Landlord shall pay all closing costs normally paid by Seller. If the Option is exercised, One Hundred and 00/100ths Dollars (\$100.00) of each month's rent paid by Tenants during the term of the lease provided by this Agreement shall be credited to the purchase price. If exercised, the price of the Option is to be credited to the purchase price.

Landlord agrees to pay the sales commissions of six percent (6%) upon the execution of this Agreement and the payment of the Option price by Tenants. Said fee shall be divided equally between Cooper Real Estate and G. Don Poore Company. No further commissions will be due upon exercise of the Option by Tenants.

WAIVER: Failure of either party to insist upon the strict performance by the other party of any term, condition or covenant to be performed pursuant to the terms of this lease or to exercise any option, right, power or remedy contained in this lease shall not be deemed nor construed as a waiver of such performance or relinquishment of such right nor of any right subsequent thereto.

SEPARABILITY: Each and every covenant and agreement contained in this lease shall be for any and all purposes hereof construed as separate and independent and the breach of any covenants by either party shall not discharge or relieve the other party from its obligation to perform each and every covenant and agreement to be performed by the other party under this lease. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate applicable law and shall be limited to the extent necessary to render this lease valid and enforceable. If any term, provision or covenant of this lease or the application thereof to any person or circumstance shall be held to be invalid, illegal or unenforceable, the validity of the remainder of this lease or the application of such term, provision or covenant to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby.

TOTAL AGREEMENT: This lease contains the entire agreement between the parties and no representations, inducements, promises, and agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect; however, this

5900

8328 (W. 2)