

12. Failure to Exercise Option: If Purchaser does not elect to exercise this option to purchase, then all sums of money paid for this option and Contract of Sale shall be forfeited to the Seller and all rights of the Purchaser hereunder shall terminate and this option and Contract of Sale shall become null and void.

13. Real Estate Sales Commission: Upon the closing of the transaction contemplated herein, Seller acknowledges that a real estate fee equal to ten (10) per cent of the total purchase price shall be due and equally divided between C. Douglas Wilson and Company and Townes Boyd Johnson Company. This is to include ten percent of option monies received.

14. Disclosure: Seller acknowledges that Townes Boyd Johnson is a real estate broker and intends to share in any potential profits from the development of the property or from any future transactions involving the property as a result of this option to purchase agreements.

Witness:

Maudie J. Curator
[Signature]

Riley Pendergrass (LS)
Seller

Witness:

W.R. Merritt
[Signature]

[Signature] (LS)
Doing Business as Townes Boyd
Johnson Company
Purchaser

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

Personally appeared before me the undersigned witness who duly being sworn, deposes and says that (s)he saw Riley Pendergrass, Seller, sign seal and as his act and deed deliver the foregoing instrument and that (s)he with the other witness named above witnessed the execution thereof.

Sworn to before me this 10th day of January, 1984
Maudie J. Curator

Notary Public for South Carolina

My Commission Expires Sept-16, 1990.

