

STATE OF SOUTH CAROLINA )  
 COUNTY OF GREENVILLE ) LEASE AGREEMENT AND OPTION TO PURCHASE  
 519 1/2 DONNE B. WILKINS RD. TAYLORS, S.C. 29154

THIS LEASE AGREEMENT AND OPTION TO PURCHASE made and entered into on this 31<sup>st</sup> day of January, 1984, by and between Margaret S. Stevenson, of Greenville, South Carolina, hereinafter referred to as "Lessor," and Newell's Pools, Inc., a South Carolina Corporation, hereinafter referred to as "Lessee."

W I T N E S S E T H:

For and in consideration of the rent and the mutual covenants herein contained, Lessor does hereby agree to lease with option to purchase, and Lessee hereby agrees to lease with option to purchase, the following described real estate, to-wit:

Unit B-8 of the business condominium known as Gallery Centre, Horizontal Property Regime, Wade Hampton Boulevard, Taylors, South Carolina, said property being more fully described on Exhibit A, if any, attached hereto and made a part hereof by reference, said Unit being hereinafter referred to as "the premises".

Said Lease with Option to Purchase shall be on the following terms and conditions:

1. Term and Option to Renew. The term of this lease shall be for twelve (12) months and shall begin February 1, 1984, and terminate on January 31, 1985.

Lessee shall have the option to renew this lease for two (2) consecutive one (1) year terms, each renewal shall be exercised by giving not less than thirty (30) days written notice to Lessor of Lessee's intent to renew for the following one (1) year period. Each one (1) year period is to begin February 1, of the applicable year and end January 31, of the following year.

2. Rent. Lessee agrees to pay, without demand, to Lessor as rent for the demised premises, the sum of Three Hundred Ninety-five (\$395.00) Dollars per month in advance on the first day of each calendar month beginning February 1, 1984. Payment shall be made at Lessor's home or at such other place as Lessor may designate. Rent payments specified herein shall be due on the first day of each month and shall be deemed late after the tenth day of each month. A Five Dollar (\$5.00) per day late charge shall be assessed against each monthly payment made after the tenth (10th) day of the month.

In addition to the above specified rental, Lessee shall pay to Lessor the Gallery Centre Association, Inc. monthly assessment imposed by said Association. Nothing herein shall obligate Lessee to be responsible for any additional, extra, or unusual assessments resulting from or payable in connection with major repairs and/or expenses of such Association payable by each of the Unit owners. Rental for the second year shall be increased by Twenty (\$20.00) Dollars per month and for the third year an additional Twenty Five (\$25.00) Dollars per month.

3. Security Deposit. Lessee shall pay to Lessor, in addition to any rental amounts, an amount equal to the last month's rent (exclusive of the monthly assessment charge) equal to Three Hundred Ninety-Five (\$395.00) Dollars to be held by Lessor as a security deposit. Upon termination of this Lease either by expiration of the term of the Lease, exercise of the option to purchase, or by mutual agreement of the parties, said deposit shall be refunded to Lessee.

It is understood and agreed that the security deposit is for assurance of payment of the monthly rental amounts due and to compensate for any damage done by Lessee to the premises. "Damage" shall not include normal and reasonable wear and tear on the components of the Unit, and no allocation of said security deposit shall be made by Lessor without written notice given to Lessee of said allocation at least ten (10) days prior to the allocating of said funds to Lessor's benefit. All damages must be pointed out to Lessee at the time of the vacating of the premises by Lessee. Lessee has inspected the premises and found them safe and in good repair.

11(276) T31.1-1-12 (note)

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