

And the said party of the first part hereby binds itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said party of the second part, its successors and assigns, against it and its successors and assigns and all other persons lawfully claiming or to claim the same or any part thereof.

The property hereinabove conveyed is subject to the lien of the First Mortgage of Atlantic Coast Line Railroad Company, dated March 1, 1950, under which mortgage United States Trust Company Of New York is Corporate Trustee, and the said Trustee, party of the third part, joins herein for the purpose of releasing and does hereby release the property hereby conveyed from the lien of said mortgage.

The recitals of fact made herein are to be taken only as recitals made by the Atlantic Coast Line Railroad Company and not by the said Trustee.

The said party of the second part hereby agrees, for itself, its successors and assigns, as a part of the consideration of this conveyance, to construct, within one (1) year from the date hereof, on the land hereby conveyed, for occupancy by Bi-Lo Stores, Inc. (or some other industry acceptable to the party of the first part), a warehouse containing a minimum of 30,000 square feet of floor space, and further agrees that, if the construction of said warehouse shall not have been completed within said period of one (1) year, the party of the first part shall have the right and option to repurchase the property hereby conveyed, provided notice of intention to do so is extended within ninety (90) days after the expiration of said one-year period, and upon receipt of notice from the party of the first part of its intention to exercise that right and option, the party of the second part further agrees, for itself, its successors and assigns, to reconvey promptly the hereinabove described tract of land to the said party of the first part, its successors and assigns, in fee simple, free and clear of all liens and encumbrances, in which event the said party of the first part, its successors or assigns, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to the party of the second part, or to its successors or assigns, the amount of the purchase price hereof, being the sum of Four Thousand Nine Hundred Dollars (\$4,900.00) - - - -, with out interest.

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In Witness Whereof the parties of the first and third parts have caused these presents to be duly executed and their respective corporate seals to be affixed and to be attested by their respective Assistant Secretaries the day and year first above written.

Signed, sealed and delivered in the presence of:  
W. Smith  
E. J. Rull

Signed, sealed and delivered in the presence of:  
[Signature]  
[Signature]

ATLANTIC COAST LINE RAILROAD COMPANY

By W. T. Rice  
W. T. RICE President

Attest: W. T. Marable  
W. T. MARABLE Assistant Secretary

UNITED STATES TRUST COMPANY OF NEW YORK, as Corporate Trustee, as aforesaid.

By [Signature]  
Assistant Vice President

Attest: [Signature]  
Assistant Secretary

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