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DISTRICT OF COLUMBIA.

THIS INDENTURE, made this 17th day of July , in the year of Our Lord one thousand nine hundred sixty-nine (1969) between

GEORGIA INDUSTRIAL REALTY COMPANY, a Georgia corporation, Grantor, party of the first part; and

PATEWOOD CORPORATION, a South Carolina corporation, Grantee, party of the second part;

WITNESSETE:

WHEREAS, by deed dated the 21st day of May, 1968, the Grantor did convey unto Patewood Corporation, one parcel of land in Greenville County, South Carolina, said one parcel having a total area of 13.90 acres, more or less, therein particularly described, which said deed contained the following covenant:

Grantee covenants and agrees, for itself and its successors and assigns, unto and with Grantor, its successors and assigns, as a covenant running with the land and as a part of the consideration for this conveyance, said covenant being evidenced by the acceptance and recordation of this deed by Grantee, that it will, within the period hereinafter mentioned, construct or cause to be constructed upon the aforedescribed premises, a substantial building or structure having an area of not less than 60,000 square feet and will lease said premises, including the improvements, to Byrd Furniture Company, or other tenant acceptable to Grantor, for a term of not less than ten (10) years, for use and to be used for the construction of its furniture manufacturing and warehousing business, or other business acceptable to Grantor, and that upon the failure of Grantee, its successors or assigns, to construct or cause to be constructed upon said premises such building or structure as aforesaid within three years next ensuing from and after the date of this conveyance, and to lease said premises, including the improvements, to Byrd Furniture Company or other acceptable tenant, as aforesaid, for the purposes aforesaid for a term of not less than ten (10) years, beginning not later than 60 days after completion of said improvements, such lease to contain a covenant of the lessee, that said premises thereby leased are to be used for lessee's furniture manufacturing and warehousing

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