

## LEATHERWOOD, WALKER, TODD &amp; MANN

DISTRICT OF COLUMBIA.

THIS INDENTURE, made this 2nd day of December, 1966, by and between  
GEORGIA INDUSTRIAL REALTY COMPANY, a corporation of the State of  
Georgia, Grantor, party of the first part; and

THE PEOPLES NATIONAL BANK OF GREENVILLE, a national banking corpora-  
tion under the laws of the United States, as South Carolina Trustee under agree-  
ment dated November 7, 1966, with The Atlantic National Bank of Jacksonville, a  
national banking corporation under the laws of the United States, as Trustee of  
the Group Investment Fund for Employee Benefit Plans of Winn-Dixie Stores, Inc.,  
under Trust Agreement dated October 31, 1957, as amended, Grantee, party of the  
second part;

W I T N E S S E T H :

WHEREAS, by deed of even date herewith the Grantor did convey unto  
Grantee a certain tract or parcel of land at or near PARIS, Greenville County,  
South Carolina, containing 25.82 acres, more or less, therein particularly  
described, which said deed contained the following covenant:

"Grantee covenants and agrees, for itself and its suc-  
cessors 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 said premises hereby conveyed will be  
utilized for and in connection with the construction there-  
upon of a substantial warehouse building or structure having  
an area of not less than 40,000 square feet for use or to be  
used for the conduct of Grantee's business of storage and  
distribution of drugs and housewares, and that upon failure  
of Grantee, its successors or assigns, to construct or cause  
to be constructed upon said premises such warehouse building  
or structure as aforesaid and thereafter to use said premises  
for the purposes aforesaid within three (3) years next ensu-  
ing from and after the date of this conveyance, the Grantor  
shall have and hereby reserves the right to repurchase said  
land and property at and for the price or sum of \$64,375, said  
right of repurchase being hereby reserved and to continue for  
one (1) year after the expiration of said three (3) year period,  
Grantee hereby covenanting for itself and its successors and  
assigns, that it will, upon the accrual of said right of re-  
purchase, and upon being notified in writing of the election  
of Grantor to exercise the same, promptly make or cause to  
be made said reconveyance to Grantor, or its nominee, in  
accordance with the terms hereof, by good and sufficient  
deed conveying the full title to said property, free of

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