

GRANTOR
FILED
FEB 11 1980
CO. S. C.

THIS RELEASE, Made, this 14th day of January, 1980, between SEABOARD COAST LINE RAILROAD COMPANY, a Virginia corporation, hereinafter called "Grantor", and BUDWEISER OF GREENVILLE, INC., a South Carolina corporation, whose mailing address is 1436 Oakdale Street, Columbia, South Carolina, 29201, hereinafter called "Grantee", WITNESSETH:

WHEREAS, by deed dated January 10, 1973, recorded in Book 966, Page 275, Office of R.M.C. in Greenville County, South Carolina, Grantor conveyed to Grantee, its successors and assigns, that certain tract or parcel of land situate, lying and being at Greenville, County of Greenville, State of South Carolina, as particularly described in said deed to which reference is hereby made; and

WHEREAS said deed contains a clause reading as follows:

"And Grantee hereby agrees, as a part of the consideration of this conveyance, to utilize within two years from January 30, 1973, for expansion of Grantee's adjoining wholesale beer distribution facilities, the land hereby conveyed, and further agrees that, if said land is not utilized for such expansion within said period of two years (which said period of time shall be extended by any acts of God, strikes or force majeure), Grantor shall have the right and option to repurchase the property hereby conveyed, provided notice of intention to do so is given within ninety (90) days after the expiration of said two-year period, and upon receipt of notice from Grantor of its intention to exercise that right and option, Grantee further agrees to reconvey promptly the hereinabove described land to Grantor, its successors or assigns, in fee simple, free and clear of all liens and encumbrances to which said property may have become subject since its acquisition by Grantee, in which event Grantor, its successors or assigns, simultaneously with the execution and delivery to it of the deed of reconveyance, shall pay to Grantee the amount of the repurchase price hereof, being the sum of Seven Thousand Nine Hundred Five and 93/100 Dollars (\$7,905.93), without interest."; and

WHEREAS, by agreement dated April 1, 1975, the repurchase provision was extended for a period of two years beginning January 30, 1975, and ending January 29, 1977.

WHEREAS, by agreement dated March 1, 1977, the repurchase provision was extended for a second period of two years beginning January 30, 1977, and ending January 29, 1979.

NOW, THEREFORE, Grantor, for and in consideration of the premises and of \$1.00 to it paid by Grantee, the receipt of which is hereby acknowledged, hereby waives the repurchase clause as contained in deed dated January 10, 1973, and as recited above, and does hereby confirm the title of Grantee to said parcel of land, free from all conditions set forth in the above quoted clause.

This instrument was prepared by

William C. Basney

Attorney

210 West Street, Jacksonville, Fla.

1000 0000 0000

1000 0000 0000

0580

4328 RV-2