along property now or formerly of Ernest S 23-25 W 276.5 feet to an old iron pin; thence along property now or formerly of Jorden and Ellison N 70-34 W 476.6 feet to an old iron pin; thence along property now or formerly of Jorden N 70-36 W 302.6 feet to an old iron pin on the right of way of Piedmont Highway S.C. 20, being the point of beginning.

and

WHEREAS, the parties hereto desire that the building and improvements be constructed on the land according to the plans and specifications of Roy Takei of Los Angeles, California, which have been approved by the parties hereto, and

WHEREAS, the parties wish to provide for the lease of the land, building and improvements by the Landlord to the Tenant;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

1. Construction. Landlord shall construct on the land as expeditiously as possible (subject only to delays beyond their reasonable control) the building and improvements above-described, adhering to the plans and specifications thereof and to proper and adequate standards of construction. Landlord shall obtain substantial completion of the building and improvements on or before January 31, 1984. Should such completion not occur before such date, Landlord will pay Tenant as liquidated damages the sum of \$100 per day until such completion and Tenant shall have no other remedy. Landlord shall be deemed to have substantially