

THIS AGREEMENT, made and entered into this 24th day of June, 1965, by and between PAUL BROWNING (joined by Ethel S. Browning, his wife), hereinafter called "Landlord", and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant",

WITNESSETH:

WHEREAS, by lease dated May 18, 1936 (as modified and supplemented by agreements dated September 18, 1946, January 17, 1947 and November 7, 1962), all hereinafter called "said lease", Alester G. Furman, G. Furman Norris and J. T. Doster (to all of whose right, title and interest Landlord herein has heretofore succeeded), as landlord, leased to Walgreen Co., a South Carolina corporation (to all of the right, title and interest of which Tenant herein has heretofore succeeded), as tenant, certain first floor and basement premises in said lease described, situated in the brick building located at the Southeast corner of N. Main and E. Coffee Streets, Greenville, South Carolina, for the term, at the rents and upon the other covenants and conditions therein set forth; and

WHEREAS, the parties hereto desire to further modify said lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained, it is hereby covenanted and agreed by and between Landlord and Tenant as follows:

1. The termination options granted to Tenant under Paragraph 2 of said agreement dated November 7, 1962 shall no longer be in effect and, in lieu thereof, Tenant shall have the right and option, at Tenant's election, to terminate said lease, as herein further modified, effective as of June 30, 1969 or as of June 30, 1971. If Tenant elects to exercise such option, Tenant shall send notice thereof to Landlord in the manner specified in Article 30 of said lease, as herein further modified, at least twelve months prior to the date said lease, as herein further modified, is to so terminate, but no notice shall be required to terminate said lease, as herein further modified, upon the expiration of the full term, to-wit: June 30, 1976.

If Tenant exercises Tenant's option to terminate said lease, as herein further modified, effective as of June 30, 1969, Tenant shall pay to Landlord, on or before the date on which Tenant vacates the leased premises pursuant to such termination, the sum of \$5,000.00.

2. Commencing on July 1, 1966 and in lieu of the provision therefor now in effect, Tenant shall pay as rent for the period commencing on said date and continuing for the remainder of the term of said lease, as herein further modified, a fixed rent of \$1,416.67 per month, payable on the first day of each and every month in advance.

3. Landlord covenants, represents and warrants that Landlord has legal title to the leased premises and the right to make this agreement, that said premises and the building are now free and clear of all liens, encumbrances, restrictions and party wall agreements, except:

NONE

and that Tenant, upon paying the rent and keeping the agreements of said lease, as herein further modified, on its part to be kept and performed, shall have peaceful and uninterrupted possession during the term of said lease, as herein further modified. Landlord shall furnish Tenant satisfactory evidence of Landlord's title.

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