TITLE TO REAL ESTATE

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE

AGREEMENT

THIS AGREEMENT made this 18th day of September , 1946, between ALESTER G. FURMAN, JULIET T. JOHNSTON and H. R. STEPHENSON, hereinafter jointly called Landlord, and WALGREEN CO., a South Carolina corporation hereinafter called Tenant.

WITNESSETH

WHEREAS, by lease dated May 18, 1936, hereinafter called "said lease", Landlord leased to Tenant certain first floor and basement premises therein described and known as No. 22 and 24 N. Main Street, Greenville, South Carolina, for the term, at the rents and upon the covenants and conditions as in said lease provided, and

WHEREAS, Landlord and Tenant desire to modify and supplement said lease as here-inafter set forth.

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

- 1. On and after January 1, 1948, there shall be added to and included in the premises covered by said lease, certain additional first floor space indicated as the area marked "Additional Walgreen Space" on the plans attached hereto and made a part hereof, together with basement space thereunder, which said MAdditional Walgreen Space" and said basement space are hereinafter referred to as "Additional Areas"; and on January 1, 1948 Landlord shall deliver to Tenant exclusive physical possession of said "Additional Areas" and thereupon said "Additional Areas" shall be and become part of the premises covered by said lease. It is understood and agreed, however, that if Tenant shall elect to have said "Additional Areas" added to and included in the premises covered by said lease prior to January 1, 1948, Tenant shall give notice of such election to Landlord, in the manner provided in Article 30 of said lease. Such notice shall indicate the date that such possession of said "Additional Areas" shall be so delivered, which date shall be at least four months after the giving of such notice. Upon receipt of such notice Landlord agrees to take all legal steps necessary to terminate the tenancy and possession of any occupant of said Additional Areas, and on the date fixed in said notice Landlord shall deliver to Tenant exclusive physical possession of said "Additional Areas" and thereupon said "Additional Areas" shall be and become part of the premises covered by said lease. If such possession of said Additional Areas is not delivered on the date indicated in such notice or on January 1, 1948, if no such notice is given, then Tenant, at any time prior to such delivery, may terminate this agreement, and upon such termination this agreement shall be of no further force or effect.
- 2. From and after the date of delivery of possession of said "Additional Areas" Tenant shall pay in addition to the fixed monthly rent provided under Article 1 of said lease the sum of \$200.00 per month, which said sum shall be deemed part of the total fixed minimum monthly rents for the purpose of computing additional rent under Article 23 of said lease.
- 3. It is understood and agreed, however, that if prior to January 1, 1948 said "Additional Areas" have been vacated by the present occupant thereof, and if Tenant has, at such time, not given notice to take possession, as provided in Paragraph 1 above, then Landlord shall have the right, at Landlord's election, upon one month's notice to Tenant, to deliver possession of said "Additional Areas" to Tenant. Tenant agrees to accept such delivery and upon such delivery, said premises shall become part of the premises covered by said lease. In the event possession is delivered as provided in this Paragraph 3, and in lieu of the provision contained in Paragraph 2 hereof, Tenant shall pay in addition to the fixed monthly rents the following:

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