

OCT 26 1961

THIS AGREEMENT, made and entered into this 2nd day of October, 1961, by and between WADE HAMPTON SHOPPING CENTER, INC., a South Carolina corporation, hereinafter called "Landlord", and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant",

WITNESSETH:

WHEREAS, by lease dated May 2, 1960, hereinafter called "said lease", Landlord leased to Tenant certain premises therein described and known as Store No. _____ Wade Hampton Boulevard, Greenville, South Carolina, to include not less than 120 feet of frontage on Wade Hampton Boulevard and not less than 80 feet of uniform depth, being a rectangular area containing approximately 9,600 square feet on the first floor and approximately 5,000 square feet of basement space (all as shown on plan attached to said lease), and together with all improvements, appurtenances, easements and privileges belonging thereto in the new one story and basement building erected as a part of Wade Hampton Shopping Center, on the south side of Wade Hampton Boulevard between Batesview Drive and Karen Drive, as also shown on said plan, for the term, at the rents and upon the covenants and conditions therein set forth; and

WHEREAS, Landlord and Tenant desire to modify said lease as hereinafter 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. The date "June 1, 1961" in the second line of Article 1 of said lease shall be and hereby is changed to "October 1, 1962".
2. The date "May 31, 1971" in the third line of Article 1 of said lease shall be and hereby is changed to "September 30, 1972".
3. The date "June 1, 1961" in the second line of Article 4 of said lease shall be and hereby is changed to "October 1, 1962".
4. The date "December 1, 1961" in the third line of Article 4 of said lease shall be and hereby is changed to "December 1, 1962".
5. The date "June 1, 1961" in the fourteenth line of Section (a) of Article 8 of said lease shall be and hereby is changed to "October 1, 1962".
6. Landlord covenants, represents and warrants that Landlord has legal title to the entire property shown on plan attached to said lease and the right to make this agreement, that said entire property is now free and clear of all liens, encumbrances and restrictions, except:

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

7. If at the time of delivery of possession of the leased premises to Tenant, the entire property shown on plan attached to said lease, or any part thereof, is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to said lease, as modified herein, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such

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