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GREENVILLE CO. S. C.

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OLLIE FARNSWORTH  
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AGREEMENT made this 15th day of April, 1969 by and between FURMAN UNIVERSITY, an eleemosynary corporation, hereinafter called the "Lessor", and BELL TOWER SHOPPING CENTER, INC., a South Carolina corporation (hereinafter called the "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have heretofore entered into a Lease made as of the 19th day of July, 1968, covering premises designated as BELL TOWER SHOPPING CENTER, INC., Greenville, South Carolina, together with the building and improvements to be erected thereon, and more particularly described in said Lease; and

WHEREAS, the parties hereto desire to modify, alter and amend said Lease in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and in consideration of the sum of One (\$1.00) Dollar paid by each of the parties hereto to the other, the receipt of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The habendum clause on page 1 of said Lease is modified and amended by changing the termination date of July 19, 1998 to July 19, 2018.

2. "ARTICLE IV, PAYMENT OF TAXES" is modified by the addition of the following paragraph thereto:

"It is also understood and agreed that:

1. The aforesaid taxes will be apportioned between the Lessor and the Lessee at the end of the term of this lease.
2. The Lessee may contest the aforesaid taxes in its own name, and the Lessor will cooperate and execute the necessary documents in connection with any such contest.
3. The Lessee is not obligated to pay franchise, excise, corporate, estate, inheritance or transfer taxes of the Lessor or any tax levied against the income, profits or rents of the Lessor under this Lease."



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