THIS AGREEMENT, made and entered into this 7th day of November, 1962, 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:

(J.)3.

WHEREAS, by lease dated May 18, 1936 (as modified and supplemented by agreements dated September 18, 1946, and January 17, 1947), 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, supplement and extend said lease and the term thereof 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. Said lease and the term thereof shall be and hereby are extended for a period of ten years commencing July 1, 1966, and continuing to and including June 30, 1976, subject to prior termination as hereinafter provided.
- 2. Tenant shall have the right and option, at Tenant's election, to terminate said lease, as herein further modified, supplemented and extended, effective as of June 30, 1966, 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, at least twelve months prior to the date said lease is to so terminate, and six months notice shall be required on termination of the full expiration of extended period as to Tenant's intent to negotiate a new lease or vacate the premises, to wit: June 30, 1976. but no notice shall be required to terminate said lease on the full expiration of said extended period, to-wit: June 30, 1976.

 3-A During the period commencing on the first day of the month following
- 3-A During the period commencing on the first day of the month following notification from Tenant that the work to be performed in accordance with Paragraph 4 of this agreement has been completed and in lieu of the provision therefor now in effect, Tenant shall pay rent for the period commencing on said day and continuing to and including June 30, 1966, as follows:
 - (1) A fixed rent of \$1,050.00 per month, payable on the first day of each and every month in advance; and
 - (2) Additional percentage rent in an amount equal to -
 - 4% of cash receipts of sales, as defined in said lease, in excess of \$315,000.00 and up to and including \$450,000.00,

plus 3% of such cash receipts of sales in excess of \$450,000.00,

made by Tenant in the operation of Tenant's store in the leased premises in each twelve months period commencing on December 1 and ending on November 30 next succeeding.



A SHEET