

IN WITNESS WHEREOF, this Lease Amendment has been duly executed as of the 30TH day of APRIL, 1988, in quadruplicate, each copy of which shall constitute an original. 22

Signed and acknowledge in quadruplicate in presence of:

WITNESS FOR LANDLORD:

William J. Lewis
Leis Miller

LANDLORD:

William, Pres
KING HOLDING COMPANY

WITNESS FOR TENANT:

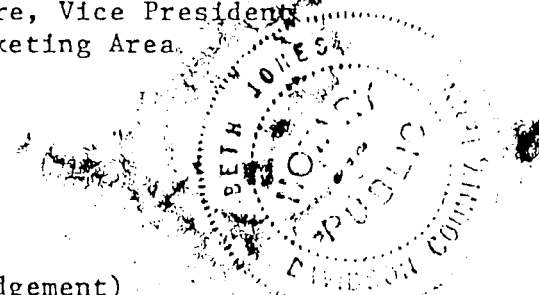
Beth Jones
Rhonda C Gable

TENANT:

THE KROGER CO.

By Richard L. Bere
Richard L. Bere, Vice President
Southland Marketing Area

5-10-88
JB



STATE OF Tennessee)
COUNTY OF Davidson)

(Tenant Acknowledgement)

The foregoing instrument was acknowledged before me this 19th day of May, 1988, by Richard L. Bere, the Southland Vice President of The Kroger Co., an Ohio corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires:

7-17-88

Beth Jones
Notary Public

STATE OF _____)
COUNTY OF _____)

(Landlord Acknowledgment - Individual)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires:

Notary Public

STATE OF _____)
COUNTY OF _____)

(Landlord Acknowledgment - Partnership)

The foregoing instrument was acknowledged before me this _____ day
of _____, 19____, by _____,
_____, on behalf of _____
_____, a[n] _____ partnership.

IN WITNESS WHEREOF -I have hereunto set my hand and official seal.

My commission expires:

Notary Public

STATE OF TENN)
COUNTY OF BLOUNT)

(Landlord Acknowledgment - Corporation)

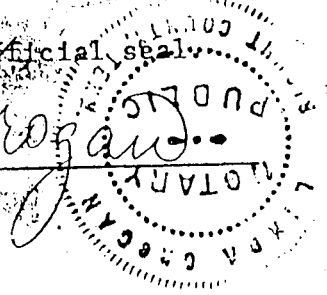
The foregoing instrument was acknowledged before me this 30TH day
of APRIL, 1988, by H.G. KING,
the PRESIDENT of KING HOLDING COMPANY,
a[n] TENNESSEE corporation, on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto (set my hand and official seal.

My commission expires:

11-3-89

Lucinda Progan
Notary Public



Recorded for record the ... day of ... 19... at ...

19 June
at 1:31 P.
Howard P. Lunday

REGISTER OF DEEDS

LEASE AMENDMENT

WITNESSETH:

76

WHEREAS, the undersigned parties now being Landlord and Tenant, respectively, under the terms of that certain Lease dated March 5, 1980, and recorded in Book 54, at page 996, in the office of the Register, County of Blount, State of Tennessee, by and between King Holding Company, a Tennessee corporation, as Lessor, and The Kroger Co., an Ohio corporation, as Lessee, and amended and modified by one Lease Modification Agreement (hereinafter collectively referred to as "the Lease"), and covering premises located at the north side of Hall Road, between Gill Street and Lindsey Street, City of Alcoa, County of Blount, State of Tennessee, do now desire to amend such Lease.

NOW, THEREFORE, for and in consideration of One and 00/100 Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the promises and undertakings hereinafter set forth, the parties agree that the Lease shall be and hereby is amended as follows:

The legal description of the Shopping Center attached to the Lease is hereby deleted and is superseded by the Legal Description attached hereto as Exhibit A.

All other provisions of the Lease shall remain unchanged. Lessor, at its sole cost and expense, promptly shall record this Lease Amendment and shall furnish the original hereof, with recording information affixed, to Lessee within thirty (30) days from the date hereof.

The provisions of this Lease Amendment shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

21

For, beyond Lease Amendment, see Misc 103pg 418
For Non Disturbance & Attornment Agree see Misc 103pg 460
see Misc 103pg 469

IN WITNESS WHEREOF, this Lease Amendment has been duly executed as of the 30TH day of APRIL, 1988, in quadruplicate, each copy of which shall constitute an original.

22

Signed and acknowledge in quadruplicate in presence of:

WITNESS FOR LANDLORD:

William J. Lewis
Leis Miller

LANDLORD:

William J. Lewis
KING HOLDING COMPANY

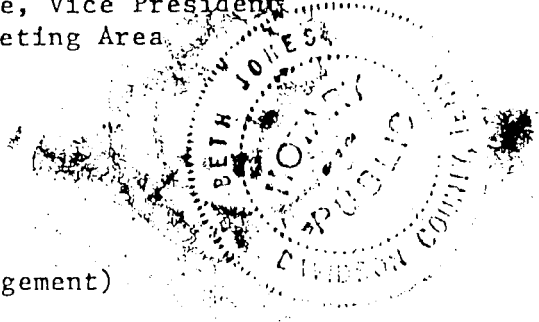
WITNESS FOR TENANT:

Beth Jones
Rhonda C. Gabley

TENANT:

THE KROGER CO.
By Richard L. Bere
Richard L. Bere, Vice President
Southland Marketing Area

5.10.88
JB



STATE OF Tennessee)
COUNTY OF Davidson)

(Tenant Acknowledgement)

The foregoing instrument was acknowledged before me this 19th day of May, 1988, by Richard L. Bere; the Southland Vice President of The Kroger Co., an Ohio corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires:

7-17-88

Beth Jones
Notary Public

STATE OF _____)
COUNTY OF _____)

(Landlord Acknowledgment - Individual)

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires:

Notary Public

77

STATE OF _____)
COUNTY OF _____)

(Landlord Acknowledgment - Partnership)

The foregoing instrument was acknowledged before me this _____ day
of _____, 19____, by _____,
_____ on behalf of _____,
_____, a[n] _____ partnership.

28

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires: _____

Notary Public

STATE OF TENN)
COUNTY OF BLOUNT)

(Landlord Acknowledgment - Corporation)

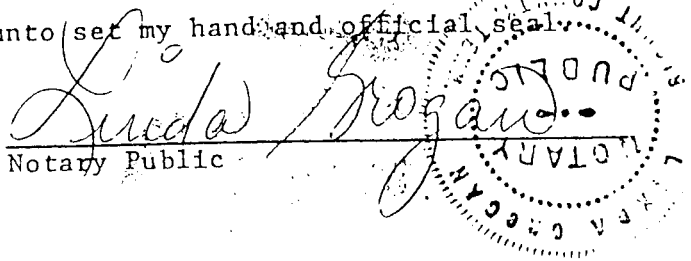
The foregoing instrument was acknowledged before me this 30TH day
of APRIL, 1988, by H.G. KING,
the PRESIDENT of KING HOLDINGS COMPANY,
a[n] TENNESSEE corporation, on behalf of the corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

My commission expires: _____

Notary Public

11-3-89



Received for record the 19 day of June, 1991 at 1:31 P.
Howard L. Loundray

REGISTER OF DEEDS

Received for record the 21 day of June, 1991 at 3:56 P.
Howard L. Loundray

REGISTER OF DEEDS

23

SITUATED in District No. 9 of Blount County, Tennessee, and in the City of Alcoa, and being more particularly described as follows:

BEGINNING at a point in the southwest edge of Hall Road, corner to McNutt; (1) thence with the southwest edge of Hall Road N 37-03-15 W 427 feet to a point in the southwest edge of Hall Road, corner to Big K property; (2) thence with Peery S 52-57-34 W approximately 468.21 feet to a point in the northeast edge of Rankin Road; (3) thence with the northeast edge of Rankin Road S 38-39-20 E 437.17 feet to a point in the northeast edge of Rankin Road, corner to McNutt; (4) thence with McNutt N 52-57-34 E 190.52 feet to a point, corner to McNutt; (5) thence with McNutt N 37-02-15 W 10 feet to a point, corner to McNutt; (6) thence with McNutt N 52-57-34 E 264.87 feet to the point of BEGINNING.

and a contiguous parcel ...

SITUATED in District No. 9 of Blount County, Tennessee, in the City of Alcoa, and being in two tracts more particularly described as follows:

FIRST TRACT: BEGINNING on an iron pin at the point of intersection of the north right of way line of Gill Street and the west right of way line of Hall Road; thence with Gill Street S. 52-57-34 W. 450.03 feet to an iron pin at the point of intersection of the north right of way line of Gill Street and the east right of way line of Rankin Road; thence with Rankin Road N. 38-39-20 W. 190.08 feet to an iron pin, corner to Peery, said iron pin being located N. 3-28-38 W. 82.81 feet from a street monument; thence with Peery N. 52-57-34 E. 190.52 feet to an iron pin, corner to Peery; thence with Peery, N. 37-02-26 W. 10 feet to an iron pin, corner to Peery; thence with Peery, N. 52-57-34 E. 264.87 feet to an iron pin, corner to Peery and on the west right of way line of Hall Road; thence with Hall Road S. 37-02-26 E. 200 feet to the point of beginning, and containing 2.034 acres, more or less, all as shown by survey of Don R. Watt dated 9/11/65.

~~Tenant's completion of such expansion and alterations of the Demised Premises provided Tenant has given Landlord a final and complete AIA progress payment form and copies of any and all invoices and receipts necessary to substantiate the Cost. In the event Tenant requires that Landlord reimburse Costs, the LMA shall increase Rental by one-twelfth the product of Costs and Landlord's annual borrowing constant assuming at least a twenty year amortization schedule.~~