

THIRD LEASE AMENDMENT

Prepared by
Edward L. Hudson
2620 Elm Hill Pike
Nashville, TN 37214

WITNESSETH:

WHEREAS, the undersigned parties now being Landlord and Tenant, respectively, under the terms of that certain Lease and Lease Agreement both dated March 5, 1980, with the Lease being recorded in Book 54, at page 996, in the Office of the Register, County of Blount, State of Tennessee, and amended and modified by Lease Amendment dated April 30, 1988; Second Lease Amendment dated August 24, 1991; Lease Modification Agreement No. 1 dated July 7, 1980 as to Landlord and dated July 16, 1980 as to Tenant; Lease Modification Agreement No. 2 dated April 30, 1988 as to Landlord and dated May 19, 1988 as to Tenant; and Lease Modification Agreement No. 3 dated August 24, 1991 as to Landlord and dated August 27, 1991 as to Tenant, (hereinafter collectively referred to as the "Lease"), and covering a Kroger storeroom located at 244 South Hall Road, 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:

1. In the last sentence of Paragraph 1 of the Addendum to the Second Lease Amendment, the word "sixty (60) days" is hereby changed to two hundred and ten (210) days.
2. The term of the Lease is hereby extended to end on May 31, 2012, followed by two (2) successive renewals, each for a term of five (5) years on the same terms and conditions as set forth in the Lease as amended and modified, except for term and number of renewals.

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

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

IN WITNESS WHEREOF, this Third Lease Amendment has been duly executed as of the 12TH day of OCTOBER, 1992, in triplicate, each copy of which shall constitute an original.

Signed and acknowledged in triplicate in presence of:

WITNESS FOR LANDLORD:
[Signature]
Leis Medlin

LANDLORD: KING HOLDING COMPANY

By: [Signature]
H. G. King, President

REGAL INVESTMENT COMPANY

By: [Signature]
H. G. King, President

WITNESS FOR TENANT:
[Signature]
[Signature]

TENANT: THE KROGER CO.
By: [Signature]
Mark Thompson, President
Nashville Marketing Area

27

STATE OF Tennessee) (Landlord Acknowledgement)
)
COUNTY OF)

28

Before me, the undersigned, of the state and county aforesaid, personally appeared H. G. King, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of KING HOLDING COMPANY, the within named bargainer, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office, this 12TH day of OCTOBER, 1992.

Charles E. [Signature]
Notary Public

My Commission Expires: 1-3-93

Received for record the 14 day of Oct 1992 at 10:05 A clock.

Howard L. [Signature]
REGISTER OF DEEDS

STATE OF Tennessee) (Landlord Acknowledgement)
)
COUNTY OF)

Before me, the undersigned, of the state and county aforesaid, personally appeared H. G. King, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of REGAL INVESTMENT COMPANY, the within named bargainer, a Tennessee corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office, this 12TH day of OCTOBER, 1992.

Charles E. [Signature]
Notary Public

My Commission Expires: 1-3-93

STATE OF Tennessee) (Tenant Acknowledgement)
)
COUNTY OF Davidson

Before me, the undersigned, of the state and county aforesaid, personally appeared Mark Thompson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be President of Nashville Marketing Area of THE KROGER CO., within named bargainer, an Ohio corporation, and that he as such President executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such President.

Witness my hand and official seal at office, this 12TH day of October, 1992.

Beth Jones
Notary Public

My Commission Expires: 5-23-96

NOTARY PUBLIC
BETH JONES
DAVIDSON COUNTY, TENN.

INDEXED TENNESSEE COUNTY OF BLOUNT

Register's Office 14

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Page... 88 and returned to

Book Vol... 110 27.....

Witness to be found

Fee Paid \$ 9.00

Register of Deeds

Howard P. Bondage

County Deeds