



RIDER

This RIDER, containing Paragraphs 3, 4, and 5, is attached to and made a part of Lease Modification Agreement No. 1 between KING HOLDING COMPANY, as Landlord, and THE KROGER CO., as Tenant.

3. The following sentence is added to Paragraph 25 of the Lease Agreement: "No such assignment or subletting shall affect or diminish the obligation of the Tenant to perform all of its obligations under this Lease."

4. Tenant agrees to give any mortgagee and/or trust deed holders, by certified mail, a copy of any notice of default which would give Tenant the right to terminate or withhold from rent served upon the Landlord, provided that prior to such notice Tenant has been notified, in writing (by way of notice of Assignment of Rents and Leases or otherwise) of the address of such mortgagee and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued. In the event of a bona fide emergency, Tenant may take whatever action is necessary to remedy the situation and bill the Landlord for the cost thereof, so long as it then gives notice to mortgagee.

5. Tenant understands that this Shopping Center will be financed by the issuance and sale by The Industrial Development Board of the City of Alcoa, Tennessee, of its industrial development revenue bonds. In connection therewith, Tenant agrees to execute a Certificate, in form and substance attached hereto, the covenants and agreements of which are incorporated herein by reference and are covenants of Tenant hereunder, and provide such additional information and execute such additional documentation as shall be reasonably necessary to obtain such financing.

STATE OF TENNESSEE }  
COUNTY OF DAVIDSON } SS

This day, before me, a Notary Public in and for said County, personally came  
the Landlord in the foregoing Lease Modification Agreement, and acknowledged the signing to be voluntary act.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19\_\_\_\_

My commission expires \_\_\_\_\_  
\_\_\_\_\_  
Notary Public

STATE OF TENNESSEE }  
COUNTY OF DAVIDSON } SS

This day, before me, a Notary Public in and for said County, personally came *H. G. King* - - - - -  
- - - - - President *of King Holding Company* - - - - -  
of *King Holding Company* - - - - - the corporation described in and which executed the above instrument; who being by me duly sworn, did depose and say that:  
*he* knows the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by  
order of the Board of Directors of said corporation; and that he signed *his* name thereto by like order.

Witness my hand and official seal this *7<sup>th</sup>* day of *July* - - - - - A. D., 19*80*.

*Ray P. Beall*  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_  
*10-17-82*

STATE OF TENNESSEE }  
COUNTY OF DAVIDSON } SS

This day, before me, a Notary Public in and for said County, personally came *Walter R. Dryden* - - - - -  
- - - - - Vice President, *Southland* Marketing Area  
of The Kroger Co., the corporation described in and which executed the above instrument; who being by me duly sworn, did  
depose and say that: he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal;  
that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Witness my hand and official seal this *16* day of *July* - - - - - A. D., 19*80*.

*Ray P. Beall*  
\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_  
*10-17-82*