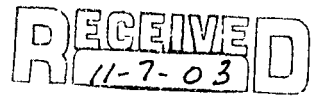


LEASE MODIFICATION AGREEMENT NO. 5

WITNESSETH:



WHEREAS, the undersigned parties now being Landlord and Tenant, respectively, under the terms of a Lease and Lease Agreement both dated March 5, 1980, as amended and modified by four (4) Lease Modification Amendments and three (4) Lease Amendments, (hereinafter collectively referred to as the "Lease"), and primarily covering a Kroger storeroom, together with all rights, privileges and appurtenances thereunto appertaining located at 244 South Hall Road, in the Kroger Shopping Center, City of Alcoa, County of Blount, State of Tennessee, do now desire to modify and amend such Lease.

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

1. All capitalized terms, which are not defined herein, shall have the meanings ascribed to them in the Lease.
2. Tenant shall have the right, but not the obligation, at Tenant's sole cost and expense, to construct, maintain, and operate an automotive fuel station and associated improvements ("Fuel Station Facilities") on that portion of the Shopping Center crosshatched in red on the plot plan attached as Exhibit "A" hereto and made a part hereof ("Fuel Station Premises"), together with the right to construct, maintain, operate, and replace underground piping and conduit across the Common Area between the Demised Premises and the Fuel Station Premises and to modify the Common Area immediately adjacent to the Fuel Station Premises to conform to Tenant's development on the Fuel Station Premises. Unless and until Tenant commences construction of Fuel Station Facilities on the Fuel Station Premises, the Fuel Station Premises shall continue to be treated as part of the Common Area for all purposes under the Lease.
3. Tenant warrants that: (i) during the term of the Lease the building improvements on the Fuel Station Premises shall be structurally safe and sound, well built and fit, and that the Tenant shall maintain same in such condition (subject to damage or destruction due to condemnation or casualty); (ii) all improvements on the Fuel Station Premises shall be constructed in accordance with all applicable laws, rules, ordinances and regulation, federal, state and local; (iii) in the event of a change in any applicable laws, rules, ordinances or regulations, federal, state or local, affecting the operation of fuel suppliers, underground storage tanks or other fuel distribution systems, Tenant will, at its sole cost and expense, comply with such revised requirements; (iv) Tenant shall undertake all monitoring and testing of any underground storage tanks or other fuel storage or distribution equipment required by any applicable laws, rules, ordinances or regulations, federal, state or local, now or in the future; and (v) Tenant shall be responsible for complying with all other laws, rules, regulations or requirements of any governmental authority regarding the existence, removal, repair, operation, installation or other condition of the underground storage tanks or other fuel storage or distribution equipment. Nothing in this Lease Modification Agreement No. 5 shall prevent Tenant from removing, altering or replacing any improvements constructed or installed on or beneath the Fuel Station Premises at any time, from time to time, in Tenant's sole discretion.

4. The Fuel Station Premises may be used by Tenant for automotive fuel sales, ancillary sales and services related to the operation of an automotive fuel station, and the conduct of Tenant's business.

5. Following substantial completion of construction of the Fuel Station Facilities on the Fuel Station Premises, Tenant's repair and restriping, as necessary, of any pavement in the parking area damaged by such construction, Landlord, as part of its Common Area maintenance obligations under the Lease, shall be responsible for sweeping, restriping, pavement repair, snow removal and landscaping of the Fuel Station Premises to the same standards as apply to the Common Area, and Tenant shall have the same Common Area maintenance cure rights set forth in the Lease with respect to Landlord's performance of its Common Area maintenance obligations on the Fuel Station Premises. Except for Landlord's responsibilities under the immediately preceding sentence, Tenant shall be responsible for keeping in good repair all improvements on the Fuel Station Premises. Tenant shall be responsible for remediating any leaks or spills from any underground storage tank or related equipment installed on the Fuel Station Premises by Tenant such that the Fuel Station Premises is brought into compliance with applicable law.

6. No additional Rental shall be charged for the Fuel Station Premises. Sales from the Fuel Station Premises shall not be included in sales for purposes of percentage payment computations under the Lease.

7. In the event the Fuel Station Facilities are constructed and thereafter all or any portion of the Fuel Station Premises is taken by condemnation, (i) Tenant shall be entitled to any award attributable to the Fuel Station Facilities and Tenant's business on the Fuel Station Premises, but not the Fuel Station Premises itself, and (ii) if the Fuel Station Facilities can no longer be operated in an economically viable manner, in Tenant's sole and absolute judgment, Landlord shall cooperate with Tenant to relocate the Fuel Station Premises to another location within the Shopping Center.

8. Tenant shall be solely responsible for insuring the Fuel Station Facilities against casualty and Tenant shall be entitled to all insurance and casualty proceeds in connection with any casualty to the Fuel Station Facilities. In the event of a casualty to the Fuel Station Facilities, Tenant shall either promptly restore the Fuel Station Facilities or raze the remainder, remove all tanks and fixtures, and return the Fuel Station Premises to its previous condition as part of the Common Area using materials comparable in quality to those materials used in the Common Area at the time of such removal.

9. After commencement of construction of the Fuel Station Facilities, the Fuel Station Premises shall be treated as part of the interior of the Demised Premises for liability insurance and indemnification purposes, except for any liability arising out of Landlord's obligations under Paragraph 5 hereof. Notwithstanding the foregoing, provisions of this Paragraph 9, Tenant will either (i) maintain a liability insurance policy with respect to the Fuel Station Premises with coverage in an amount not less than \$1,000,000.00, naming Landlord as an additional insured, or (ii) self-insure this obligation.

10. Tenant shall have the right at any time, from time to time, after the exercise of its rights under Paragraph 2 hereof, to temporarily or permanently cease business operations on the Fuel Station Premises. Nothing herein shall require Tenant to conduct any business on the Fuel Station Premises, or to restrict or affect the time period during which it may conduct business on same. In the event Tenant permanently ceases business operations on the Fuel Station Premises, Tenant shall remove the

Fuel Station Facilities, including without limitation the underground storage tanks and associated lines and equipment installed by Tenant, and return the Fuel Station Premises to its previous condition as a part of the Common Area using materials comparable in quality to those materials used in the Common Area at the time of such removal. Upon the completion of such removal and restoration, Tenant's rights and obligations with respect to the Fuel Station Premises under this Lease Modification Agreement No. 5 shall cease and the Fuel Station Premises shall become a part of the Common Area and shall be treated as a part of the Common Area for all purposes under the Lease.

11. Tenant shall be entitled to assign this Lease Modification Agreement No. 5, or sublease the Fuel Station Premises, and Landlord expressly consents the same.

Notwithstanding the assignment, subletting, or other transfer of the rights of Tenant with respect to the Fuel Station Premises, Tenant would remain liable to the Landlord for Tenant's obligations imposed by this Lease Modification Agreement No. 5 throughout the remaining term of the Lease and any exercised extensions or renewals thereof.

12. The plot plan attached as Exhibit "A" hereto is attached solely for the purpose of identifying the Fuel Station Premises and said plot plan shall not otherwise modify, supersede or replace the Plot Plan.

13. At the end of the Lease term, including all exercised renewals thereof, Tenant shall remove the Fuel Station Facilities and return the Fuel Station Premises to the condition described in Paragraph 10 hereof.

14. Tenant hold Landlord harmless from any liability, loss, cost, claim or expense (including reasonable attorney's fees actually incurred) arising out of the release of any Hazardous Material (as hereinafter defined) from the Fuel Station Facilities which contaminates the Fuel Station Premises or other property such that remediation is required under applicable law, except to the extent such liability, loss, claim, or expense arises out of the acts or omissions of Landlord or its employees, contractors or agents. "Hazardous Materials" means (a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et. seq.), as amended from time to time and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et. seq.), as amended from time to time, and regulations promulgated thereunder; (c) any petroleum-based products; and (d) any other substance which under any applicable governmental law, rule or regulation requires special handling in its collection, storage, treatment or disposal.

15. Landlord shall cooperate with Tenant, without cost or expense to Landlord, to obtain all necessary governmental approvals, licenses and permits, including without limitation any required zoning modifications, for the development and/or operation of Tenant's improvements and/or business on the Fuel Station Premises. Landlord shall also cooperate with Tenant, without cost or expense to Landlord, to grant, modify, relocate or terminate, as appropriate, any easement, restriction, utility facility or other encumbrance that interferes with the development and/or operation of Tenant's improvements and/or business on the Fuel Station Premises.

All other terms and conditions of the Lease shall remain unchanged.

The provisions of this Lease Modification Agreement No. 5 shall bind and inure to the benefits of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this Lease Modification Agreement No. 5 has been executed as of _____, 2003.

Signed, sealed and delivered in quadruplicate in the presence of:

Witnesses for Landlord:

H. G. King

H. G. King

LANDLORD:

KING HOLDING COMPANY

By: H. G. King
H. G. King, President

REGAL INVESTMENT COMPANY

By: H. G. King
H. G. King, President

Witnesses for Tenant:

Laura M. Lucia

Bruce A. Lucia

TENANT:

THE KROGER CO.

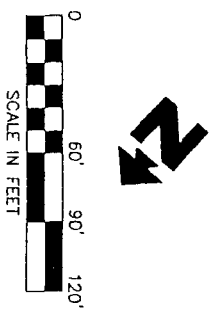
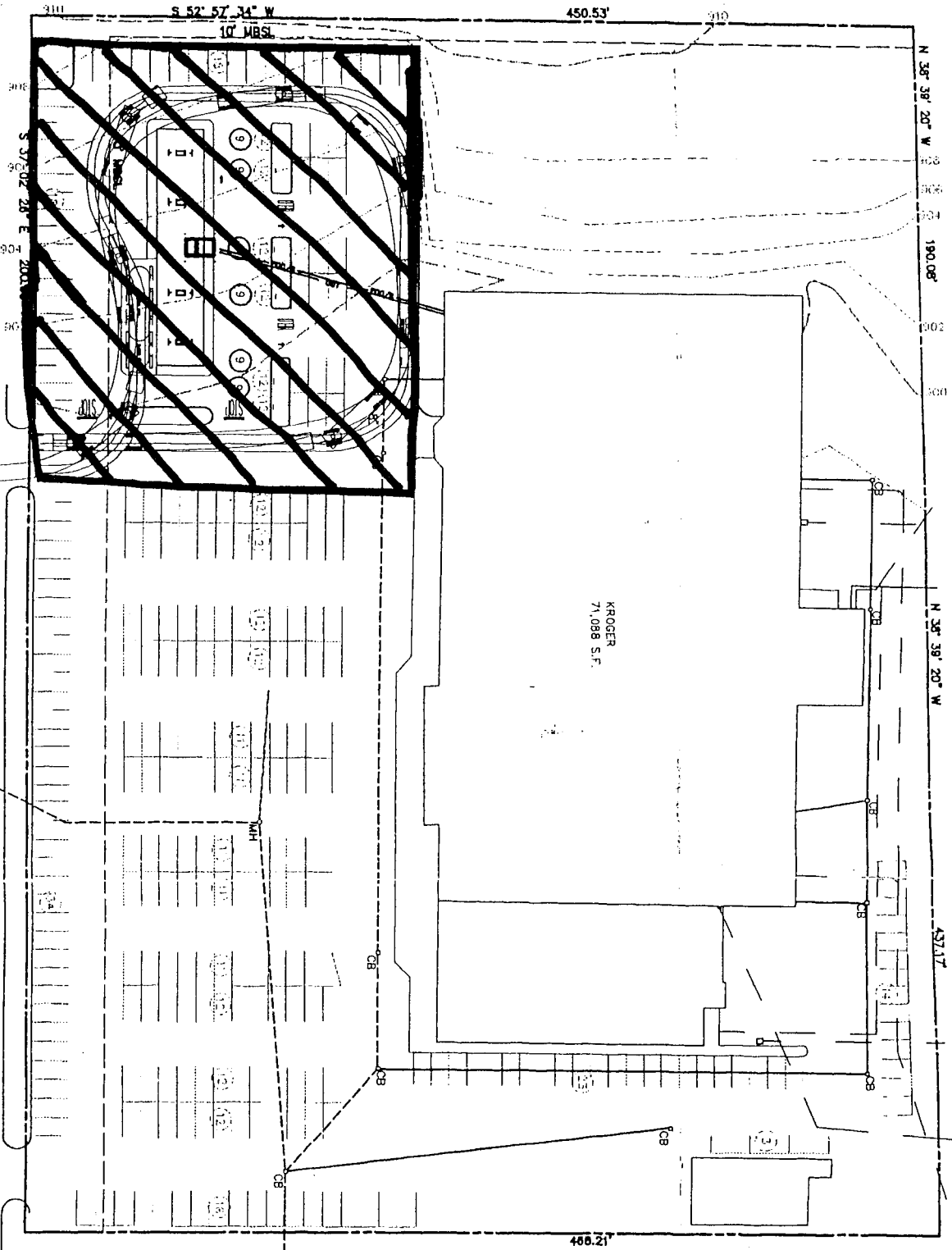
By: Bruce A. Lucia
Bruce A. Lucia, President
Atlanta Kroger Marketing Area

RECEIVED
11-7-03

HALL ROAD

GILL STREET

RANKIN ROAD



SITE INFORMATION			
PROPERTY DEVELOPER	KROGER LP	BLVD/1000	SCALE
PROPERTY ZONING	E		
ADJACENT ZONING	E		
TYPICAL SETBACK	40'		
SIDE SETBACK	10'		
REAR SETBACK	20'		
EXISTING BUILDING SULT.	71,088 S.F.	4.00	
REQUIRED PARKING SPACES	284	4.75	
SPACE PROVIDED	54		
TOTAL SPACES	285	4.01	

LEGEND
 PROPOSED 2' CONCRETE FOR UNDERGROUND TELEPHONE
 PROPOSED 2' CONCRETE FOR UNDERGROUND RISES OVER
 CABLE AND SIGNALS
 PROPOSED PARKING
 EXISTING PARKING
 (9) EXISTING MARKS

THESE DRAWINGS ARE BASED ON
 SITE PLAN DEVELOPMENT BY MR. B.L.
 DAVIS, DOLLAR, & ASSOCIATES
 PHONE # (615) 548-9274
 DRAWINGS DATED: 08/21/91

INITIAL DESIGN	DATE	BY	CHKD	DATE	BY	CHKD	DATE	BY	CHKD
B-8-02	08/02	PRN	PM	08/02	PRN	PM	08/02	PRN	PM

KROGER L.P., U-862
 SOUTHEAST REGION

BEI ENGINEERING ASSOCIATES, INC
 ENGINEERS PLANNERS SURVEYORS

Two International Plaza, Suite 300
 Nashville, TN 37217
 (615) 360-7554
 (615) 360-7974
 FAX (615) 360-7974
 DWG NAME: U-862S27.DWG
 JOB NO.: 17713.0
 DATE: 08-14-02
 SHEET NO.:
 10:2 AM

FEASIBILITY DRAWING
 244 S. HALL ROAD
 ALCOA, TENNESSEE