	WHENTICE, the understand parties now being Lemma denial tensial, respectively, under the arms of a least date
Mars	
7.10031	that by 110 separate has blacking agreements, and primarily covering a Kroger silos erocm
.	located on the north side of Hall Boad, between Gill St. and Lindsay St
•	of $ALcop \sim +++++$. Cosm(y of $RLcorn C ++++++++$, and State of $Lcorn cst Co =++++$, do not a modify and amond such towe.

NOW, THEREFORD, for and in consideration of One Dalter (\$1.99) and office good and variable considerations, the receipt and sufficiency of which is hereby arbrewledges, and of the product and undertakings hereisetter set forth. The puttler agree that such lease shall be and is hereby amended and modified as follows:

- 1. The following is added to Furagraph 21 of the Lease Agreement: "All compensation awarded for any taking purement to a condemnation proceeding shall be the sole property , of Leadlord, whether such compersutio, shall be awarded for diminution in the value of, or loss of, the leasehold, or for diminution in the value of, or loss of, the fee in the leased premiser, or etherwise, and Temant hereby assigns to Landtord all of Temant's right and title to and interest in any and all such compensation; provided, however, that Landlord shall not be entitled to and Tenant shall have the sole right to make its inderendent claim for and retain any portion of any award made by the condemning authority directly to the Tenant for loss of business, or demage to or depreciation of, and cost of removal of Cixtures, personalty, and improvements installed in the leased premises by, or at the expense of Tenanc, and to any other award made by condemning authority directly to Tenant."
 - 2. The following is added to Paragraph 34 of the Lease Agreement: "If required by Lessor's first mortgagee, this Lease shall be subject and subcidinate to the lien of such mortgage placed on the leased premises by Landlord, and Tonaut agrees to execute and deliver upon demand such other instruments as shall be reasonably required by such mortgagee; provided that if and when such mortgaged requests that this Lease be subordinate to such mortgage, the mortgagee will agree, for itself and for every subsequent holder orowner of the mortgage, that in the event of forcelosure Tenant's quiet possession of the leased premises will not be disturbed on account of such mortgage so long as Tenant continues to pay rent and perform the other covenants on its part required. It is agreed that if Lessor's mortgaged requests such subordination that most aged shall not:
 - To liable for any acts or orcissions of any prior Lessor; unless-notified-thereof pursuant to Paragraph 4 of this agreement. Be liable for return of any security opposit; (1)
 - (2)
 - Be bound by any rent or additional payments paid by Tenant for more than (3) the current months
 - the current month;

 De Lound by any agreement or modification of the Lease rot expressly (4)consented to by mortgagee; or
 - Be bound by any rights or set-off allowable between any prior Lessor and Tenant Unless notified thereof pursuant to Paragraph 4 of this agreement.

(A RIDER, containing Paragraphs 3, 4, and 5, is attached hereto and made a part hereof.)

All other terms and conditions of said least and of any previous modification thereof shall remain uncleaned

The provisions of this Leave Medification Agreement shall bind and inure to the banetit of the parties hereto, their hairs, executors, administrators, surversors and assigns.

IN WITNESS WITHEOF, said parties have hereunto set their hards and seals, to Landlorus. Little of the Landlorus. 196ias to Londlora. Livy & Signed and acknowledged it. triplicate in presence of:

Witnesses for Landlord:		Landlerd: KING HOLDIKS COMPARY
Sunte Canton		H.M.
		й. G. King, Proglident
		transcription of the second of
	Service Co.	

schipousa me Cantre

CHANGE

Terrant:

.___ (Seal)

. (Sept) Chair

RTDIR

This RIDER, containing Paragraphs 3, 4, and 5, is attached to and made a part of Lemma Modification Agreement No. 1 between KING MOLDING 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 bolders, 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 mortgagess and/or trust deed bolders 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. Tenent understands that this Shepping Center will be financed by the issuance and cale 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.

Witness my hand and official seal this

My commission expires

Control of the Contro		
This day, before the a Notary Politic in and for	a said County, personally come	
the Landlord in the foregoing Lease Modification Ago	recment, and acknowledged the signification to be	voluntary act.
Witness my hand and official soul this	day of	A, D., 19
	a transfer and a second control of the second control of the second control of the second control of the second	Notary Public
My commission expires		
STATE OF TUNNESSEE SS COUNTY OF DAY DECAY SS		
	for said County, personally came H. G. King	
of King Holding Company	ne above instrument; who being by me duly swor	an ibri it was so abixed by
Witness my hand and official seal this $-Z^{-1}$	day of July - 7	A. D., 1930.
	Chang & O.	Notary Public
My commission expires	\bigcup	
STATE OF TENNESSEE SS DAVIDSON		
This day, before me, a Notary Public in and		Dryden
of The Kroger Co., the corporation described in and depose and say that: he knew the seal of said corporation it was so affixed by order of the Board of Direct	d which executed the above instrument; who being that the scal affixed to said instrument	was such corporale scall

day of

A. D., 1980.

Notary Public