

THIRD AMENDMENT TO LEASE

**Save-A-Lot Store #26442 / Oracle #05768
3500 Blue Ridge Cut Off
Independence, Missouri**

This Third Amendment to Lease ("Third Amendment") is made by TOPPER'S FOOD MART, INC., a Missouri corporation ("Lessor") and MORAN FOODS, LLC d/b/a Save-A-Lot, Ltd., a Missouri limited liability company ("Lessee") as of 19 day of ~~November~~, 2017 (the "Execution Date").
December

RECITALS

- A. Lessor and Lessee are parties to that certain lease dated March 30, 1998 (hereinafter the "Lease"), as the same may have been extended from time to time, relating to certain premises located at 3500 Blue Ridge Cut Off, in the City of Independence, County of Jackson, State of Missouri, which premises are more particularly described in such Lease (the "Premises").
- B. The current Term of the Lease is scheduled to expire on June 30, 2018.
- C. Lessor and Lessee desire to modify the Lease as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the Leased Premises, the mutual terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the undersigned as follows:

1. Confirmation of Terms. The commencement and termination dates of the available extension terms as provided in the Lease are as follows:

(a) the first (1st) extension term, duly exercised, commenced on July 1, 2008, and expired on June 30, 2013;

(b) the second (2nd) extension term, duly exercised, commenced on July 1, 2013, and expired on June 30, 2015;

(c) the third (3rd) extension term, duly exercised, commenced on July 1, 2015, and expired on June 30, 2018;

(d) the fourth (4th) extension term, as exercised herein, will commence on July 1, 2018, and expire on June 30, 2023; and

(e) the fifth (5th) extension term, if exercised, will commence on July 1, 2023, and expire on June 30, 2028.

2. Base Rent. Notwithstanding anything in the Lease to the contrary, base rent shall be payable as follows:

- a) For the lease period of July 1, 2018 through June 30, 2023, Lessee shall pay as base rent the sum of **SIXTY EIGHT THOUSAND AND NO/100 DOLLARS**

(\$68,000.00) per lease year which shall be paid in equal installments of one-twelfth (1/12th) of said sum on or before the first day of each month.

- b) For the lease period of July 1, 2023 through June 30, 2028, Lessee shall pay as base rent the sum of **SEVENTY-NINE THOUSAND ONE HUNDRED THIRTEEN AND 57/100 DOLLARS (\$79,113.57)** per lease year which shall be paid in equal installments of one-twelfth (1/12th) of said sum on or before the first day of each month (if exercised).

3. Notice of Exercise. Lessee hereby exercises the fourth extension term of the Lease for a period of five (5) lease years, commencing on July 1, 2018 and expiring on June 30, 2023.

4. Lessee's Rebranding Initiative. Lessee is currently undertaking certain efforts to improve Lessee's brand, with particular effort focused on enhancing the overall conditions of its numerous retail store locations, including the Leased Premises. In order to effectuate such rebranding efforts, Lessee intends to, among other things, replace windows and doors, signage, lightning attached to the Leased Premises, cart corrals, alter the elevation of the Leased Premises, and repaint or otherwise alter the façade of the Leased Premises (the "Lessee's Rebranding Initiative"). Lessor hereby agrees that Lessee shall be permitted to undertake any and all work required to effectuate the completion of the Lessee's Rebranding Initiative at Lessee's sole cost and expense. Further, Lessee shall use commercially reasonable efforts to ensure that any work to be performed shall not unreasonably interfere with Lessor's business or the business of any other tenant located within the Shopping Center. Lessee agrees to perform all such work in a lien-free, good and workmanlike manner, in compliance with all applicable codes and governmental requirements.

5. Lessee's Right to Pursue Additional Signage. In conjunction with the aforementioned Lessee's Rebranding Initiative, Lessee is exploring options to expand visibility to Lessee's business at its numerous retail store locations, including the Leased Premises, through the installation of additional pylon and/or monument signage. Lessor hereby agrees that Lessee shall have the right to provide Lessor with detailed proposals for additional pylon and/or monument signage in the Shopping Center (the "Additional Signage") for Lessor's review and consent, which consent shall not be unreasonably conditioned or withheld. Upon receipt of Lessor's consent, Lessee shall diligently undertake to perform any and all work required to effectuate the construction of the Additional Signage at Lessee's sole cost and expense. Lessor additionally agrees to provide all commercially reasonable efforts necessary to assist Lessee in acquiring the Additional Signage at no additional cost to Lessor, including, but not limited to, cooperating with all permitting requirements by the relevant municipalities. Further, Lessee shall use commercially reasonable efforts to ensure that any work to be performed shall not unreasonably interfere with Lessor's business or the business of any other tenant located within the Shopping Center. Lessee agrees to perform all such work in a lien-free, good and workmanlike manner, in compliance with all applicable codes and governmental requirements.

6. Loading / Receiving Dock Enhancement. In conjunction with the aforementioned Lessee's Rebranding Initiative, Lessee is exploring options to expedite the loading and unloading of deliveries at the Leased Premises. Provided that Lessee is not in default under the Lease, Lessor hereby agrees that Lessee shall have the right to provide Lessor with detailed constructions drawings and proposals for a replacement of the loading or receiving dock area servicing the Leased Premises (the "Loading Dock Enhancement") for Lessor's review and consent, which consent shall not be unreasonably conditioned or withheld. Upon receipt of Lessor's consent, Lessee shall diligently undertake to perform any and all work required to

effectuate the construction of the Loading Dock Enhancement at Lessee's sole cost and expense. Further, Lessee shall use commercially reasonable efforts to ensure that any work to be performed shall not unreasonably interfere with Lessor's business or the business of any other tenant located within the Shopping Center. Lessee agrees to perform all such work in a lien-free, good and workmanlike manner, in compliance with all applicable codes and governmental requirements.

7. Miscellaneous.

(a) The submission of this Third Amendment for examination and negotiation does not constitute an offer to enter into this Third Amendment, and this Third Amendment shall not be binding on any party until it is executed and delivered by each party hereto.

(b) Lessor and Lessee each represent and warrant to the other that each has full right, power and authority to enter into this Third Amendment without the necessity of any consent or approval from any mortgagee or any other person, firm or corporation.

(c) All capitalized terms used in this Third Amendment and not otherwise defined have the meanings set forth in the Lease.

(d) Except for the matters specifically set forth in this Third Amendment, all of the terms and provisions in the Lease remain unmodified and in full force and effect, and without modification. All provisions in this Third Amendment are incorporated in the Lease, and as modified by this Third Amendment, the Lease is reaffirmed and ratified in its entirety.

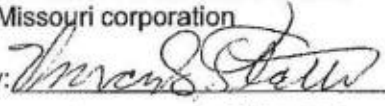
(e) This Third Amendment may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart. For purposes of this Third Amendment, a document (or signature page thereto) signed and transmitted by facsimile machine, email or PDF document, is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

[signature pages to follow]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Third Amendment to be executed on the day and year first written above.

LESSOR

TOPPER'S FOOD MART, INC.,
a Missouri corporation

By: 

Name: VINCENT S Totta

Title: President

LESSEE

MORAN FOODS, LLC,
a Missouri limited liability company

By: 

Name: Kevin Proctor

Title: Chief Investment Officer

By: 

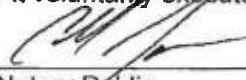
Name: Patrick Waldron

Title: Vice President - Real Estate

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF JACKSON)

On this 7th day of November, 2017, before me, a Notary Public in and for said County, personally appeared VINCENT TETTA, to me personally known, who being by me duly sworn, did say that he/she is PRESIDENT of TOPPER'S FOOD MART, INC., a Missouri corporation, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Notary Public

My Commission Expires: 02/21/21



STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 19 day of December ~~November~~, 2017, before me, a Notary Public in and for said County, personally appeared Kevin Proctor and Patrick Waldron, to me personally known, who being by me duly sworn, did say that they are Chief Investment Officer and Vice President - Real Estate, respectively, of MORAN FOODS, LLC, a Missouri limited liability company, and acknowledged the execution of the foregoing instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Notary Public

My Commission Expires:
Sept. 27, 2021

HEATHER DAY
Notary Public, State of Missouri
Lincoln County
Commission # 17138690
My Commission Expires September 27, 2021