



400 Northwest Plaza Drive  
St. Ann, MO 63074  
(314) 592-9100

### ESTOPPEL CERTIFICATE

**DATE:** December 18, 2018

**RE:** Lease dated March 30, 1998 (the "Lease") for the premises located at 3500 Blue Ridge Cut Off, Independence, MO 64133 (the "Leased Premises")  
Lessor: Toppers Food Mart, Inc.  
Lessee: Moran Foods, LLC  
Save-A-Lot Store Number 26442/5768

Lessee certifies to Purchaser and Lessor, to the actual knowledge of the undersigned:

1. The Lease is in full force and effect and has not been amended except as set forth in Exhibit A.
2. Lessee has paid the monthly installment of Rent in the amount of \$7,603.06 (comprised of Base Rent \$5,666.67, CAM Charges of \$775.00, Insurance of \$606.45 and Taxes of \$554.94) through December 31, 2018.
3. The Commencement Date of the Lease occurred on March 30, 1998. The expiration date of the present term of the Lease is June 30, 2023 and there is one (1) remaining Extension Term of five (5) full lease years.
4. The undersigned has neither given nor received a notice complying with the notice provisions in the Lease relating to a default which has not yet been cured, except as follows: -none-.
5. This Estoppel Certificate shall in no event subject Lessee, or its affiliates or subsidiaries, or any of their respective directors, officers, shareholders, agents or employees (including with limitation, the undersigned), to any liability whatsoever (other than by preclusion of defense) for the negligent or otherwise inadvertent failure to disclose correct and/or relevant information.

This Estoppel Certificate is delivered solely for the benefit of Lessor and no other person or entity shall be entitled to rely hereon. The undersigned has not made an on-site inspection of the property at which the Leased Premises is situated and does not hereby waive any claim against any person whatsoever for any breach or default under the Lease which such an inspection might reveal. This Estoppel Certificate shall not be deemed to amend the Lease or alter or waive any of the rights or duties of the parties to the Lease.

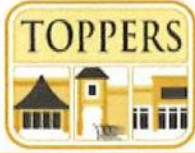
**MORAN FOODS, LLC d/b/a Save-A-Lot, Ltd.**

By: 

Name: Karen Procell

Its: Exec. Vice President & General Counsel

**EXHIBIT A**



# TOPPERS

Real Estate Holdings

Noland Plaza Office Building | 3675 Noland Road, Suite 225, Independence, MO 64055 | [www.ToppersRealEstate.com](http://www.ToppersRealEstate.com)

Save A Lot  
Cliff Martin  
400 Northwest Plaza Drive  
St. Ann, MO 63074

December 12, 2018

Cliff,

We are in the process of selling the property your store # 26442 is located at 3500 Blue Ridge Cutoff, Independence, MO 64055. We need the following from documents from you:

- 2<sup>nd</sup> Amendment dated December 20, 2012—send copy of executed signed and dated
- Estoppel Certificate (enclosed)

I understand that you are in the process of moving, however we need these documents right away for closing next week. Please return the requested documents via overnight to:

Toppers Food Mart Inc  
ATT: Vince Totta  
3675 S Noland Road, Suite 225  
Independence, MO 64055

Thank you for your quick attention to this.

Sincerely,

Vincent Totta

Estoppel Certificate

Lease Date: March 30, 1998 (First Amendment: December 2012; Second Amendment: Dec 20<sup>th</sup>, 2014; Third Amendment: November 2017)

Landlord: Topper's Food Mart, Inc.

Tenant: Moran Foods, LLC d/b/a Save-A-Lot, Ltd.

Address of Premises: 3500 Blue Ridge Cut Off Independence, MO 640

The undersigned Tenant of the above Lease hereby certifies as follows:

1. That the term of the Lease commenced on July 1, 2018; the Tenant is in full and complete possession of the premises demised under the Lease, such possession having been delivered by the Landlord and having been accepted by the Tenant; and that the Tenant is paying monthly installments of rent of \$5,666.67(the base rent but, if additional rent is payable in regular monthly installments, such amount is the sum of monthly base and monthly additional rent). A true, correct and complete copy of the Lease (including all amendments, supplements, modifications and renewals thereof) is attached hereto as Exhibit 1 and is incorporated herein by reference.

2. That all obligations and conditions under said Lease to be performed by Landlord or Tenant prior to such delivery of full and complete possession and necessary to the enforceability of the Lease have been satisfied, and are free of defenses and set-offs including all construction work in the demised premises. All commitments made to induce Tenant to execute the Lease have been completed and satisfied in accordance with the provisions of the Lease.

3. That the Lease is a valid Lease in full force and effect and represents the entire agreement between the parties; that Landlord has performed all of its obligations under the Lease; that there is no existing default on the part of the Landlord or the Tenant in any of the terms and conditions thereof; and that no event has occurred which, with the passing of time or giving of notice or both, would constitute an event of default, except as follows: \_\_\_\_\_

4. That the Lease has not been amended, modified, supplemented, extended, renewed or assigned, except as follows: \_\_\_\_\_

5. That no advance rental or other payment has been made in connection with the Lease, except rental for the current month and the rent has been paid to and including December 2018.

6. There are no options to purchase, options to renew, options to expand the Premises, options to lease additional space, rights of first refusal, or other agreements of any kind made or issued prior to, concurrent with, or subsequent to the execution and delivery of the

Lease except as set forth in the Lease. Tenant has no right to cancel or terminate the Lease except as follows: \_\_\_\_\_.

7. The term of the Lease expires on the June 30, 2023; and that neither the Lease nor any of the documents listed in Section 4 above contains any option for any additional term or terms, except as follows: Option to Extend for the lease period of July 1, 2023 through June 30, 2028.

8. That, to the best of Tenant's knowledge, there are no actions, voluntary or involuntary, pending against the Tenant under the bankruptcy laws of the United States or any state thereof.

9. That, on this date, there are no existing defenses or offsets which the undersigned has against the collection of rents hereafter accruing under, or against the enforcement of any other provisions of, the Lease. The Lease has not been encumbered and the Premises have not been subleased or assigned by Tenant.

10. That the only interest which the Tenant has in the building subject to the Lease, and the real property upon which it is located, is under the Lease.

11. That the security deposit required under the Lease was paid to Landlord on the \_\_\_\_ day of \_\_\_\_\_, 1998, in the amount of \_\_\_\_\_

12. This Estoppel Certificate is furnished to JMS Enterprises, LLC, a Missouri limited partnership, as the "Buyer" of the Property which contains the Premises, for its benefit, the benefit of its successors and assigns, and for the benefit of any lender to Buyer. The undersigned acknowledges that such Buyer is relying on the representations contained in this Estoppel Certificate in acquiring the Property.

13. The undersigned representative of Tenant is duly authorized to execute this instrument on behalf of Tenant.

Executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

"Tenant"

Moran Foods, LLC d/b/a Save-A-Lot, Ltd.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_