12.00
Box 49

Map & Parcel Number.
117-14-116
117-14-117 Portion
117-14-118 Portion
117-14-119 Portion
117-14-171

This Instrument was prepared by:

Paul W. Parmele, Esq.
The Kroger Co.
1014 Vine Street
Cincinnati, Ohio 45202-1100

QUITCLAIM DEED and BILL OF SALE
(U-895)

BOOK 9557 PG 170

WHEREAS, Topvalco, Inc., an Ohio corporation (hereinafter referred to as "Grantor"), is the owner and/or ground lessee of certain real property in Davidson County, Tennessee, located on the south side of Abbott Martin Road, consisting of Lots 8 through 14 as shown on the Plan of the Subdivision of the George Waters' Land of record in Book 1130, Page 32, Register's Office for said county, together with Lots 20, 21 and 22 and parts of Lots 17, 18 and 19, as shown on the Map of Part 2 of the George Waters' Subdivision, of record in Book 1130, Page 68, said Register's Office (hereinafter collectively referred to as the "Property"); and *

WHEREAS, Grantor has, simultaneously with the execution and delivery of this Bill of Sale, assigned its ground lease interests in said property and conveyed by deed that portion of the same which it owns in fee, all to The Kroger Co., an Ohio corporation (hereinafter referred to as "Grantee") whose tax mailing address is 1014 Vine Street, Cincinnati, Ohio 45202-1100; and

WHEREAS, the Property is improved with a Kroger retail food store, parking area, and other improvements which Grantor also desires to convey to Grantee.

NOW, THEREFORE, in consideration of the premises, and in consideration of the sum of One Dollar ($1.00) the receipt and sufficiency of all of which is hereby acknowledged, Grantor does hereby sell, assign, transfer and forever quitclaim unto Grantee, its successors and assigns, all right, title and interest of Grantor in and to the Kroger retail food store building, parking area and other improvements situtated upon the Property.

Grantor and Grantee intend that the lien, operation, effect, dignity and priority of that certain Lease dated March 19, 1980, and recorded in Book 5595, Page 118, Register's Office of Davidson County, Tennessee, (hereinafter referred to as the "Lease"), and that certain Lease Agreement dated March 18, 1980, as modified by Lease Modification Agreement No. 1 dated August 11, 1980, (as modified, hereinafter referred to as the "Lease Agreement"), as assigned by Assignment of Lease dated March 11, 1993 and recorded in Book 8906, Page 149, aforesaid records, (hereinafter referred to as the "Lease Assignment"), together with all other documents, instruments or agreements evidencing or otherwise relating to the leasehold interest evidenced by the Lease, the Lease Agreement and the Lease Assignment, (together with the Lease, the Lease Agreement and the Lease Assignment, hereinafter collectively

referred to as the "Lease Documents"), shall remain unimpaired and unaffected by the conveyance hereunder. Neither Grantor nor Grantee intends that there be, and there shall not in any event be, a merger of the Lease Documents with the title or other interest of Grantee, if any, in the Property by virtue of the conveyance evidenced hereby, and the parties expressly provide that such interest in the Lease Documents on one hand and title on the other, be and remain at all times SEPARATE AND DISTINCT. Grantor and Grantee intend that the title and other interest of Grantee in the Property obtained hereby will not merge with the leasehold interest of Grantee in the Premises under the Lease Documents and for purposes of priority as between (i) intervening or inferior liens and encumbrances, if any, on or against the Property, and (ii) the encumbrance of the Lease Documents, the right of the "Tenant" under the Lease Documents to exercise its rights and enforces its remedies under any of the Lease Documents or to enforce any other remedies is expressly preserved hereby. The priority of the Lease Documents is intended to be and shall remain in full force and effect and nothing herein or in any instruments executed in connection herewith shall be construed to subordinate the priority of the Lease Documents to any other liens or encumbrances whatsoever.

IN TESTIMONY WHEREOF, Grantor has caused this Quitclaim Deed and Bill of Sale to be executed this 21st day of December, 1994.

Witnesses:

Rosemary Shannon

TOPVALCO, INC., an Ohio corporation

By: James E. Hodge
Name: James E. Hodge
Its: Vice President

Attest: Paul W. Heldman
Name: Paul W. Heldman
Its: Vice President

STATE OF OHIO)
) SS
COUNTY OF HAMILTON)

This day, before me, a Notary Public of the State and County aforesaid, personally appeared James E. Hodge, Vice President of Topvalco, Inc., with whom I am personally acquainted and who upon oath acknowledged himself to be such officer of Topvalco, Inc., and that as such Vice President, being authorized so to do, executed the instrument for the purposes therein contained by signing in the name of the corporation as such officer.

Witness my hand and official seal this 21st day of December, 1994.

My commission expires:

CAROL S. CRANK
Notary Public, State of Ohio
My Commission Expires April 7, 1996

Carol S. Crank
Notary Public

The undersigned hereby affirms to the best of affiant's knowledge, information and belief, the actual consideration or value for this transfer, whichever is greater, is $0 as this is a transfer between subsidiary and parent corporations.

James E. Hodges
Affiant

Subscribed and sworn to before me this 21st day of December, 1994.

Carol S. Crank
Notary Public

CAROL S. CRANK
Notary Public, State of Ohio
My Commission Expires April 7, 1996

1211

*Being the same property conveyed to Topvalco, Inc., by deed of Record in Book 8906, page 99, Register's Office for Davidson County, Tennessee.

20848
IDENTIFICATION REFERENCE

94 DEC 20 PM 3:20
REGISTER
DAVIDSON COUNTY, TN.

7053 12/20 0101 03CHECK

12.00