

THIRD AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT

THIS THIRD AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT is made as of April 30, 1982 by and between KROH BROTHERS DEVELOPMENT COMPANY, a Missouri corporation, and ALBERTSON'S, INC. ("Albertson's"), a Delaware corporation.

RECITALS:

A. The parties previously executed under date of May 22, 1981 that certain Common Area Maintenance Agreement covering real property located in Douglas County, Nebraska more fully described on Schedule A attached hereto and made a part hereof, which was recorded on June 8, 1981, in Book 653 at page 51, in the real estate records of Douglas County, Nebraska, as amended by that First Amendment to Common Area Maintenance Agreement dated as of July 14, 1981 and recorded on August 11, 1981 in Book 657 at page 127 and as further amended by that Second Amendment to Common Area Maintenance Agreement dated as of October 5, 1981 and recorded on October 28, 1981 in Book 661, page 601 (as so amended, the "Agreement").

B. The parties desire to modify the Agreement as set forth below.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, the parties do agree as follows:

(1) Article 15 entitled Sale and Sale-leaseback Purchaser is hereby amended as follows:

15-1 Notwithstanding anything to the contrary herein contained in this Agreement, it is expressly agreed that in the event Albertson's sells Parcel 2 and the improvements thereon to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as Albertson's is in possession of the property as a net lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance of any obligations either Albertson's or the Net Lessor shall have under this Agreement and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either Albertson's or Parcel 2.

15-2 If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as net lessee of Parcel 2 or any surrender thereof

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3.16

to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Agreement, and if the Net Lessor fails to perform any covenant, term, agreement, or condition contained in this Agreement upon its part to be performed, and if as a consequence of such default any other party to this Agreement shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 2 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

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3.16

15-3 Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in Parcel 2 the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

(2) Except as herein modified, the Agreement remains in full force and effect and the parties do ratify and confirm the same.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day and year first above written.

ALBERTSON'S, INC.
A Delaware corporation

By: Thomas R. Spald
Senior Vice President and
General Counsel

By: Minnie C. Armstrong
Secretary

KROH BROTHERS DEVELOPMENT
COMPANY
A Missouri corporation

By: [Signature]
Vice President

By: A. T. Wheeler, Jr.
A Secretary

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(Omaha, Nebraska)

SCHEDULE A

Lots 1, 2, 3, 4 and 5
Maple 108 Shopping Center,
as surveyed, platted
and recorded in Douglas
County, Nebraska

STATE OF IDAHO)
) ss.:
COUNTY OF ADA)

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On this 17th day of May, 1982, before me, the undersigned Notary Public in and for said State, personally appeared ^{Michael F. Reuling} ~~Michael F. Reuling~~ and Minnie O. Armstrong, known to me to be the Senior Vice President and Secretary, respectively, of Albertsons, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day and year in this certificate first above written.

Notary Public Carol L. Wood
My Commission Expires Boise, Idaho 83705
Lifetime

10/30/84
My Commission expires

Carol L. Wood
Notary Public for Idaho
Residing at Boise, Idaho

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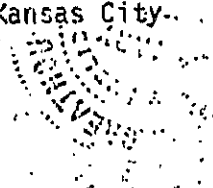
STATE OF Missouri)
COUNTY OF Jackson) ss.)

On this 12th day of May, 1982, before me, the undersigned Notary Public in and for said State, personally appeared George P. Kroh and A. T. Wheeler, Jr. known to me to be the Vice Pres. and Secretary respectively, of Kroh Brothers Development Company, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day and year in this certificate first above written.

6-23-85
My Commission expires

Patricia P. Greathouse
Notary Public for Missouri
Residing at Kansas City.



RECEIVED
1982 MAY 18 AM 10:14
J. HAROLD ISLIER
REGISTER OF DEEDS
DOUGLAS COUNTY, NEBR.

19 June

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