

**AMENDMENT NO. 2
TO CROSS-EASEMENT
AGREEMENT**

(Site No. 15 – Salt Lake City, Utah)

When Recorded, Return to:
Attorney David Crist
ShopKo Stores, Inc.
P.O. Box 19060
Green Bay, WI 54307-9060

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01/31/2005 04:22 PM \$29.00
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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WI 8 P.

This **SECOND AMENDMENT TO CROSS-EASEMENT AGREEMENT** (this "**Second Amendment**") is made as of the 28 day of January, 2005, by and between ShopKo Stores, Inc., a Wisconsin corporation, formerly a Minnesota corporation, and formerly doing business in Utah as Uvalko ShopKo Stores, Inc. ("**ShopKo**") and John Paras, Trustee, and Jean Paras, Trustee, of the John and Jean Paras Family Revocable Trust, dated December 28, 1993 ("**Paras**").

A. ShopKo is the owner of fee title to certain real property located in Salt Lake County, Utah, legally described on **Exhibit 1**, which is attached hereto and made a part hereof (the "**ShopKo Parcel**"); and

B. Paras is the owner of fee title to certain real property located in Salt Lake County, Utah, legally described on **Exhibit 2**, which is attached hereto and made a part hereof (the "**Paras Parcel**"); and

C. The ShopKo Parcel, the Paras Parcel, the First Utah Parcel, legally described on **Exhibit 3**, and the Johnny's Parcel, legally described on **Exhibit 4**, are collectively referred to herein as the "**Entire Parcel**" or the "**Shopping Center**"; and

D. The Shopping Center is subject to the terms and conditions of a Cross-Easement Agreement dated February 21, 1989, and recorded February 21, 1989 as Entry No. 4738354 in Book 6105 at page 892 of the Official Records of Salt Lake County, Utah (the "**Original Cross-Easement**") as amended by the First Amendment to Cross-Easement Agreement dated June 12, 1989, and recorded July 28, 1989 as Entry No. 4804543 in Book 6146 at page 2759 of the Official Records of Salt Lake County, Utah (the "**First Amendment**"), (together, the "**Cross-Easement Agreement**"); and

E Paragraph 11.02 of the Original Cross-Easement Agreement provides for modification of the Cross Easement Agreement by (a) those Owners who own eighty percent or more of the square footage (including Common Areas and Net Building Floor Areas) within the Entire Parcel and their respective mortgagees, if any; (b) the Owner of the Shopko Site (excluding any Pads that are located thereon); (c) the Owner of the Grocery Parcel (as described in Section 6.07 of the Original Cross-Easement Agreement); and (d) so long as Developer owns fee simple title to any portion of the Entire Parcel, then Developer.

F. ShopKo and Paras represent (a), (b), (c), and (d) referenced above and have agreed to further amend the Cross-Easement Agreement as provided herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value, and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Agreement:** The parties hereto agree that Section 6.03 of the Original Cross Easement Agreement is deleted in its entirety and replaced by the following Section 6.03:

6.03 **Parking Ratio.** It is agreed that a parking ratio of not fewer than 4.5 parking spaces per 1,000 square feet of constructed Net Building Floor Area will be maintained on the Entire Parcel unless condemnation makes maintenance of this parking ratio of ground level parking impossible with the amount of then-existing development on the Entire Parcel.

2. **Effect of Agreement:** All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Cross Easement Agreement. Except to the specific extent amended by this Second Amendment, the Cross-Easement Agreement remains in full force and effect and shall remain unchanged and unmodified.

3. **Effective Date:** The Second Amendment shall be effective as of the day and year first written above.

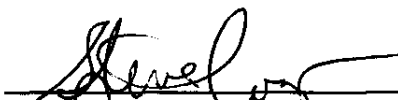
4. **Entire Agreement:** This Second Amendment contains the entire agreement between the parties hereto with respect to the subject matter hereof and all prior negotiations, understandings or agreements are superseded.

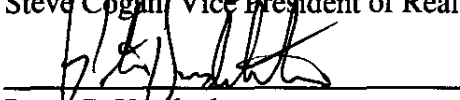
5. **Counterparts:** This Second Amendment may be executed in several counterparts, each of which shall be deemed an original.

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

SIGNATURE PAGES FOLLOW

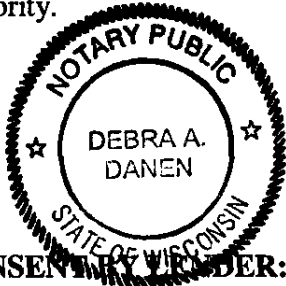
ShopKo Stores, Inc., a Wisconsin corporation,

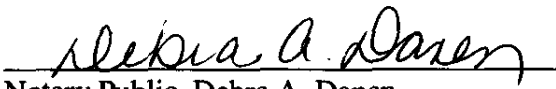
By: 
Steve Cogan, Vice President of Real Estate

Attest: 
Peter G. Vandenhouten
Assistant General Counsel & Corporate Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWNN)

Personally came before me this 19 day of January, 2005, Steve Cogan and Peter G. Vandenhouten, Vice President of Real Estate and Assistant General Counsel & Corporate Secretary, respectively, of ShopKo Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, known to me to be the persons who executed the foregoing instrument, and to me known to be such Vice President of Real Estate and Assistant General Counsel & Corporate Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.




Notary Public, Debra A. Danen
My Commission expires: May 11, 2008

CONSENT BY LENDER:

NO LENDER CONSENT REQUIRED

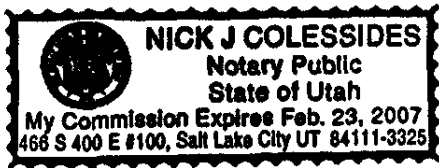
John Paras, Trustee, and Jean Paras, Trustee,
of the John and Jean Paras Family Revocable Trust,
dated December 28, 1993

By: Jean Paras

By: John Paras

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Personally came before me this 29th day of DECEMBER, 2004, John Paras,
Trustee, and Jean Paras, Trustee, of the John and Jean Paras Family Revocable Trust, dated
December 28, 1993 known to me to be the persons who executed the foregoing instrument, and
acknowledged that he, she, or they executed the foregoing instrument.



Nick J. Colessides
Notary Public,
My Commission expires: 2-23-2007

CONSENT BY LENDER:
(for Paras)

a _____
By: _____

Attest: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this _____ day of _____, 2004, _____ and
_____, _____ and _____, respectively, of
_____, _____ a _____ duly organized and existing
under and by virtue of the laws of the State of _____, known to me to be the persons who
executed the foregoing instrument, and to me known to be such _____ and
_____ of said _____ and acknowledged that they
executed the foregoing instrument as such officers as the act of said corporation, by its authority.

Notary Public,
My Commission expires: _____

EXHIBIT 1
SHOPKO PARCEL

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3500 SOUTH STREET SAID POINT BEING SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE SECTION LINE 55.00 FEET AND NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 40.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP I SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE THE FOLLOWING THREE COURSES ALONG SAID RIGHT OF WAY LINE: SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 128.00 FEET; SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 7.00 FEET; SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 197.0 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 117.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 205.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 39.0 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 56.6 15 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 465.66 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 60.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 235.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 555.00 FEET TO THE WEST RIGHT OF WAY LINE OF 4800 WEST STREET; THENCE THE FOLLOWING FOUR COURSES ALONG SAID WEST RIGHT OF WAY LINE: SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST 707.00 FEET; SOUTH 89 DEGREES 57 MINUTES 52 SECONDS WEST 7.00 FEET; SOUTH 00 DEGREES 02 MINUTES 08 SECONDS EAST 128.01 FEET; THENCE SOUTH 45 DEGREES WEST 21.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT WHICH IS NORTH 0 DEGREES 02 MINUTES 08 SECONDS WEST 890.00 FEET AND SOUTH 89 DEGREES 57 MINUTES 52 SECONDS WEST 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 555.0 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 38 SECONDS EAST 18.48 FEET TO A POINT ON AN EXISTING WALL; THENCE ALONG SAID WALL NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 555.01 FEET; THENCE NORTH 0 DEGREES 02 MINUTES 08 SECONDS WEST 18.48 FEET TO THE POINT OF BEGINNING.

ENTRANCE ROAD:

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3500 SOUTH STREET SAID POINT BEING SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE SECTION LINE 645.0 FEET AND NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 33.0 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP I SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 117.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 60.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 117.00 FEET TO THE AFOREMENTIONED RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 60.0 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 14-25-476-012

EXHIBIT 2

PARAS PARCEL

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3500 SOUTH STREET SAID POINT BEING SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE SECTION LINE 786.00 FEET AND NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP I SOUTH, RANGE 2 WEST. SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 539.965 FEET, MORE OR LESS, TO THE EAST LINE OF BROOKHAVEN PLAT A SUBDIVISION AND BROOKHAVEN PLAT B SUBDIVISION; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 00 DEGREES 03 MINUTES 55 SECONDS WEST 582.31 FEET, MORE OR LESS, ALONG THE EAST LINE OF BROOKHAVEN PLAT A AND BROOKHAVEN PLAT B SUBDIVISION TO THE SOUTHWEST CORNER OF BRISTOL RIDGE ESTATES SUBDIVISION; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 229.47 FEET; THENCE NORTH 53 DEGREES 59 MINUTES 22 SECONDS EAST 80.00 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 355.00 FEET; THENCE NORTH 53 DEGREES 59 MINUTES 22 SECONDS EAST 110.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 72.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 60.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 465.66 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 56.615 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 39.00 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 201.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 117.00 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 14-25-476-010

EXHIBIT 3

FIRST UTAH PARCEL

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3500 SOUTH STREET. SAID POINT BEING SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE SECTION LINE 645.0 FEET AND NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 33.0 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 141.0 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 117.0 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 141.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 117.0 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 14-25-476-006

EXHIBIT 4
JOHNNY'S PARCEL

BEGINNING SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 380 FEET AND NORTH 0 DEGREES 00 MINUTES 38 SECONDS WEST 33 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP I SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN: THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 205 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 38 SECONDS WEST 117 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 205 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 38 SECONDS EAST 117 FEET TO BEGINNING.

TAX PARCEL NO. 14-25-476-004