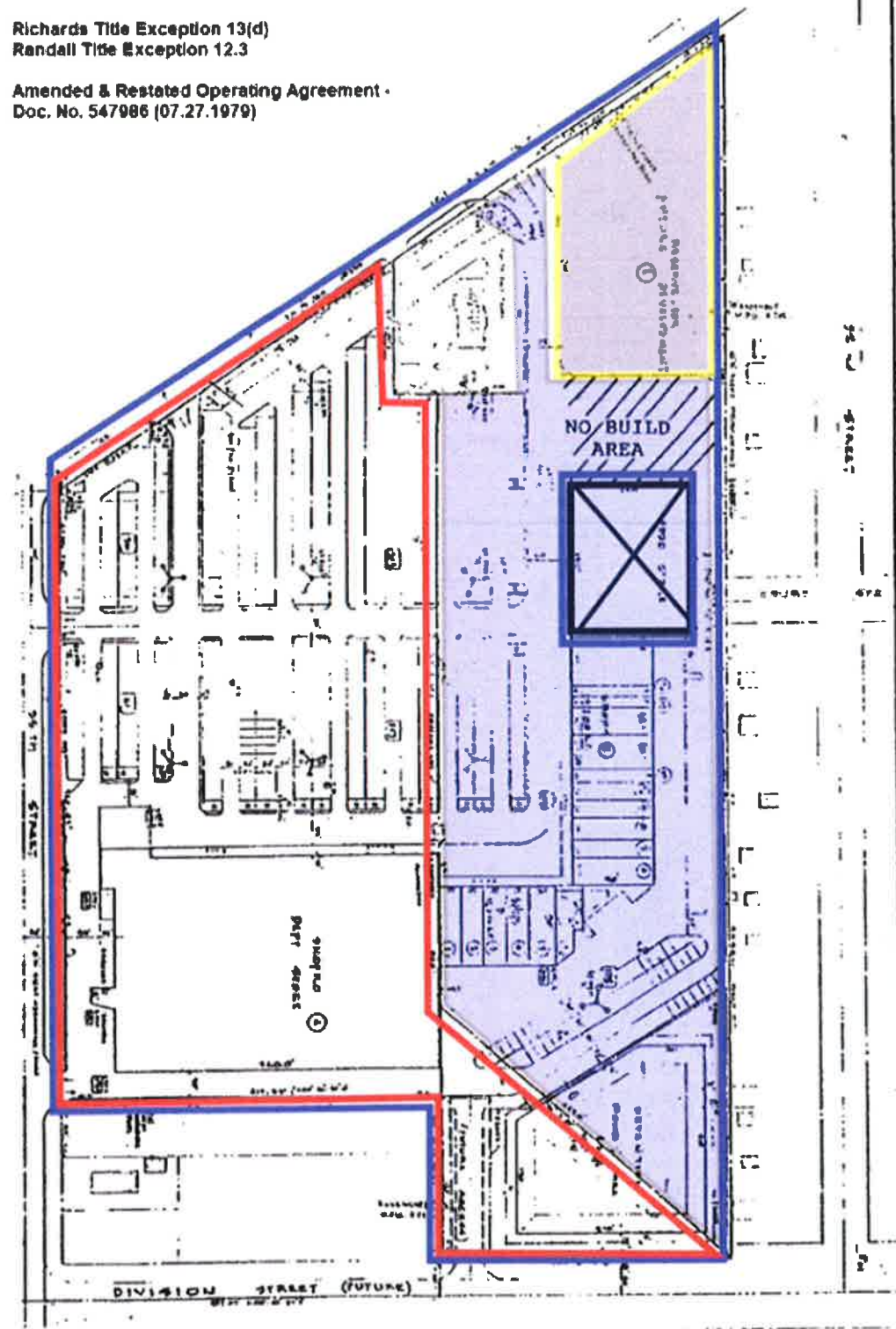


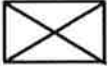




Richards Title Exception 13(d)
Randall Title Exception 12.3

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-  = Shopping Center Property (excludes the SuperValu Property)
-  = ShopKo Property
-  = SuperValu Property
-  = Hardees Property
-  = Developer Property (but excluding the SuperValu Parcel)

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VIII. NO ADDITIONAL BUILDINGS

Neither Developer nor Shopko shall hereafter construct any additional buildings or structures on their respective portions of the Shopping Center Property without the prior written approval of the other party, which approval shall not be unreasonably withheld; provided, however, that no buildings or structures shall be constructed which will reduce the available number of parking spaces available on the Shopping Center Property below the minimum number required by (a) any lease relating to the Shopping Center Property or (b) any law, ordinances or regulation relating to the Shopping Center Property. In any event, as long as Shopko occupies its portion of the property, neither Stangel nor the Developer will permit any portion of the Super Valu Property or Developer Property to be used as a home improvement center or pharmacy without first obtaining the prior approval of Shopko. In the event any portion of the Super Valu Property or Developer Property is wrongfully used as a home improvement center or pharmacy, Stangel or Developer, as the case may be, shall use its best efforts to enjoin any continued operation. If such party fails to act diligently, then Shopko shall be authorized to do so.