

UPON RECORDING, RETURN TO:

SMITH'S FOOD & DRUG CENTERS, INC.
Attention: Director of Real Estate Legal Services
1550 South Redwood Road
Salt Lake City, UT 84104
Telephone: (801) 974-1400

THIRD AMENDMENT TO CROSS-EASEMENT AGREEMENT

THIS THIRD AMENDMENT ("Third Amendment") is entered into as of the 29TH day of MARCH, 2001, among the following:

A. **BOYER OREM ASSOCIATES, LTD.**, a Utah limited partnership, whose address is 127 South 500 East, Suite 100, Salt Lake City, Utah 84102-1906. ("Boyer")

B. **SHOPKO STORES, INC.**, a Wisconsin corporation (formerly a Minnesota corporation, dba UVALKO ShopKo Stores, Inc.), whose address is 700 Pilgrim Way, P.O. Box 19060, Green Bay, Wisconsin 54307-9060. ("ShopKo")

C. **SMITH'S FOOD & DRUG CENTERS, INC.**, a Delaware corporation, successor in interest by merger to Smith's Food King Properties, Inc., a Utah corporation, whose address is 1550 South Redwood Road, Salt Lake City, Utah 84104. ("Smith's")

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. Definitions. As used in this Third Amendment, each of the following terms shall have the meaning indicated:

1.1 "Agreement" means the Cross-Easement Agreement, recorded September 8, 1989, as Entry No. 26572 in Book 2626 at Page 123 of the Official Records, and re-recorded February 15, 1990, as Entry No. 4760 in Book 2665 at Page 869 of the Official Records, as amended by (a) Addendum to Cross-Easement Agreement, recorded September 8, 1989, as Entry No. 26573 in Book 2626 at Page 184 of the Official Records, (b) First Amendment to Cross-Easement Agreement, recorded February 14, 1991, as Entry No. 6165 in Book 2764 at Page 50 of the Official Records, and (c) Second Amendment to Cross-Easement Agreement, recorded October 12, 1995, as Entry No. 69315 in Book 3790 at Page 187 of the Official Records. The Agreement covers the Entire Parcel.

1.2 "Entire Parcel" means the real property located in Utah County, Utah, described as follows:

Parcel 1:

Lots 3 and 4, Plat "A", BOYER RETAIL CENTER SUBDIVISION, Orem, Utah, according to the official plat thereof on file in the Office of the Utah County Recorder.

Parcel 2:

Lot 2, Plat "B", BOYER RETAIL CENTER SUBDIVISION, Orem, Utah, according to the official plat thereof on file in the Office of the Utah County Recorder.

Parcel 3:

Lots 1 and 2, Plat "C", BOYER RETAIL CENTER SUBDIVISION, Orem, Utah, according to the official plat thereof on file in the Office of the Utah County Recorder.

1.3 "Official Records" means the official records of the Utah County Recorder, Utah.

2. Purpose of Amendment. The undersigned comprise all owners of the Entire Parcel as of the date of this Third Amendment. The undersigned desire to amend the site plan attached to the Agreement as Exhibit "5".

3. New Site Plan. The site plan attached as Exhibit "5" to the Agreement is deleted in its entirety and is replaced with the new site plan attached as Exhibit "5.1" to this Third Amendment.

4. Center Development. The parties acknowledge and agree that the Cross-Easement Agreement is hereby amended to allow Smith's to construct a fueling station on Parcel 3 as shown on Exhibit "5.1". Additionally, the Cross-Easement Agreement is hereby amended to allow ShopKo to add an outlet only for the development of a retail building not to exceed 4,000 square feet of ground floor area and not to exceed 18 feet in height (excluding 2 feet for HVAC) in the area outlined as the permissible building area on the attached Exhibit "5.1". Uses for the proposed building shall be limited to a retail business or a fast food business but in no event would a sit-down restaurant be allowed. Boyer & Smith's shall have the right to approve the final layout and design of any structure ShopKo or any purchaser of such outlet proposes in the permissible building area. **Such consent not to be unreasonably withheld or delayed.**

5. Parking Ratio. The parties agree that parking ratio references in Section 2.01.7 in the Agreement shall be the parking ratio that will exist upon completion of the above mentioned outlet development of a retail business or a fast food business by ShopKo. ShopKo shall be responsible to provide the parking ratio to the other parties upon issue of a building permit.

6. General Provisions. Except as set forth in this Third Amendment, the undersigned ratify and affirm the Agreement in its entirety, and the Agreement shall remain in full force and effect. This Third Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. Each exhibit referred to in, and attached to, this Third Amendment is an integral part of this Third Amendment and is incorporated in this Third Amendment by this reference.

THE UNDERSIGNED have executed this Third Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

BOYER OREM ASSOCIATES, LTD.,
by its general partner

THE BOYER COMPANY, L.C.,
a Utah limited liability company

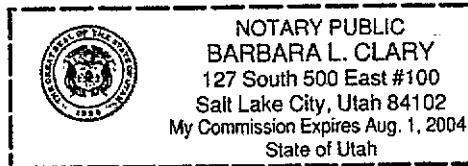
By: *Ken Gardner*
Its: *President*
Date: *4-6-01*

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

The foregoing instrument was acknowledged before me this *6th* day of *April*, 2001, by *Ken C. Gardner*, the *President* of The Boyer Company, L.C., the general partner of Boyer Orem Associates, Ltd.

Barbara L. Clary
Notary Public
Residing at: *Salt Lake County*

My Commission Expires:
8/1/04



SHOPKO STORES, INC.,
a Wisconsin corporation

SAB

By: _____

Its: R. Lawrence

Date: 3.29.01

STATE OF WISCONSIN)

: ss.

COUNTY OF BROWN)

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2001, by Rodney Lawrence, the SR. VP STORE MARKETING of ShopKo Stores, Inc.

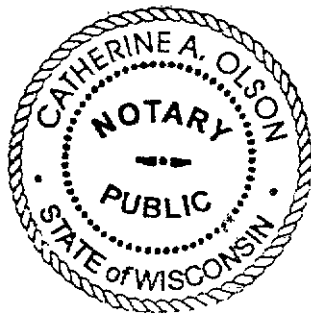
Catherine A. Olson

Notary Public

Residing at: GREEN BAY, WISCONSIN

My Commission Expires:

5-25-03



SMITH'S FOOD & DRUG CENTERS, INC.,
a Delaware corporation

By: [Signature]

Its: Sr. Vice President

Date: 4/03/01

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

The foregoing instrument was acknowledged before me this 3rd day of April, 2001, by Wade S. Williams, the Sr VP of Smith's Food & Drug Centers, Inc.

[Signature]
Notary Public
Residing at: Salt Lake County, Utah

My Commission Expires:
12-1-01

