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Tammy Zokan, Esq.
WinCo Foods LLC
P.O. Box 5756
Boise, ID 83705

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Davis County, Utah

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND COVENANTS

This First Amendment to Declaration of Easements and Covenants ("Amendment") dated for reference purposes as of ~~May~~ ^{June} 1, 2010, is entered by and between WINCO FOODS, LLC ("WinCo"), and HOMESTEAD PAVILION, LLC ("Kornwasser").

RECITALS

A. WinCo and Kornwasser entered into that certain Declaration of Easements and Conditions dated December 5, 2008 and recorded in the Official Records of Davis County, Utah on December 5, 2008 as Instrument No. 2408700 (the "DEC").

B. The parties desire to enter into this Amendment to modify the DEC as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WinCo and Kornwasser agree as follows:

1. Capitalized Terms. Except as otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the meanings given such terms in the DEC.

3. Section 5.1(b)(xix). Section 5.1(b)(xix) is hereby deleted in its entirety and replaced with the following:

"(xix) Any fire, explosion, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; *provided, however*, that this prohibition shall not be applicable to the seasonal sale of legal fireworks on the WinCo Tract so long as such use: (1) complies with all federal, state and local laws and regulations; (2) is located within a building; and (3) is incidental to an otherwise permitted use in accordance with this DEC."

4. No Other Modifications. The parties acknowledge that the DEC remains in full force and effect and has not been amended or modified, except as set forth herein.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one fully-executed document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first set forth above.

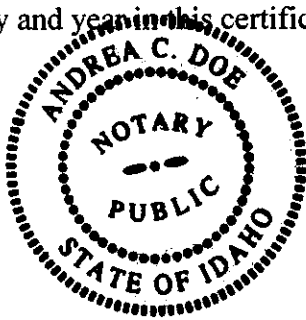
WINCO FOODS, LLC

By: David M Butler
Name: David M Butler
Title: VP Finance & CFO

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 1st day of June, 2010, before me, a Notary Public, personally appeared David M. Butler, known or proved to me to be the CFO of WinCo Foods, LLC, a Delaware limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the name and on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Andrea C. Doe
Notary Public
Residing at Boise
My Commission expires May 16, 2013

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

HOMESTEAD PAVILION, LLC

By: Steven Usdan
Name: Steven Usdan
Title: VICE PRESIDENT

STATE OF Arizona)
)ss.
COUNTY OF Maricopa)

On this 27 day of May, 2010, before me, a Notary Public, personally appeared Steven Usdan, known or proved to me to be the VICE PRESIDENT of Homestead Pavilion, LLC, a Delaware limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Terah Lynn Ausbrooks
Notary Public
Residing at Kornwasser Shopping Center Properties,
Comm. Expires 8/30/2010 LLC

