SPRING MEADOWS PLAT 1

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RSTN FILE SPRING MEADOWS PLACE PLAT ONE

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SUPPLEMENTAL RESTRICTION AGREEMENT

THIS SUPPLEMENTAL RESTRICTION AGREEMENT is made and entered into this 12th day of August, 1986, by and between SPRING MEADOWS SHOPPING CENTERS ASSOCIATES, a general partnership, whose address is c/o Ramco-Gershenson, Inc., 31313 Northwestern Highway, Suite 201, Farmington Hills, Michigan 48018 (herein referred to as "Developer") and K MART CORPORATION, a Michigan corporation, whose address is 3100 West Big Beaver Road, Troy, Michigan 48084 (herein referred tc as "K mart").

WITNESSETH:

WHEREAS, Developer is the owner of a certain parcel of land located in the City of Toledo, County of Lucas, State of Ohio, and located as shown outlined in green on the plot plan attached hereto as Exhibit A and described in Exhibit B attached hereto (the "Developer Site-Phase II); and

WHEREAS, K mart is the owner of that certain parcel of land adjacent to the Developer Site-Phase II, which parcel of land is located as shown outlined in pink on Exhibit A and is described in Exhibit C hereto (the "K mart Site"); and

WHEREAS, the Developer Site-Phase II and the K mart Site shall be collectively referred to as "Phase II"; and

WHEREAS, Developer, K mart, JCP Realty, Inc., ("JCP") and Service Merchandise Company, Inc. ("SMC") have entered into a Reciprocal Easement Agreement (the "REA"), which REA encumbers Phase II as well as parcels of property owned by Developer, SMC and JCP which are adjacent to Phase II and are identified collectively as "Phase I" on Exhibit A; and

PARTNERSHIP CERTIFICATE IN COMPLIANCE
WITH SEC. 1777.02, MICROFICHE NO. 86-
0321D11, FILED 3/21/86
BILL COPELAND, RECORDER, BY [illegible]

Toledo, OH
8/11/86

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WHEREAS, Developer and K mart, as the sole owners of the property comprising Phase II, desire to amend some of the provisions of the REA with respect to the development and operation of Phase II and establish further agreements, rights, restrictions, and obligations with respect to the development and operation of Phase II.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants contained herein the parties hereto hereby covenant and agree to and with each other as follows:

1. Notwithstanding the provisions of Article III of the REA the Developer, SMC and JCP, their successors and assigns, shall not have an easement in, over, on and to the K mart Site for the construction and maintenance of footings and foundations, and K mart, its successors and assigns, shall not have an easement in, over, on and to the Developer Site-Phase II for the construction and maintenance of footings and foundations.

2. The Common Area on Phase II shall be lighted to a minimum of 1 1/2 foot candles average on ground level from 9:00 a.m. to 10:30 p.m. Monday through Sunday. The lights for the Common Area on the K mart Site shall be controlled by K mart from the building to be constructed on the K mart Site and shall be separately metered to measure only the electricity consumed to light the lights on the K mart Site. K mart may extend the hours the Common Areas on the Developer Site-Phase II are lighted and shall at all times have access to and the right to use the light controls for the Developer Site-Phase II to light the Common Areas thereon, provided that it shall pay the cost of all electricity consumed in lighting the Developer Site-Phase II Common Area after 10:30 p.m. and before 9:00 a.m. Developer shall light the Access Roads during all hours of darkness.

3. (a) Developer shall maintain and light the Common Areas on Phase II (including the detention pond) and the Access Roads identified

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as "A", "B", "C", "D" and "F" on Exhibit A hereto to the standards specified in Article V of the REA and herein.

(b) K mart shall reimburse Developer for the actual cost of maintaining and lighting the Common Areas on the K mart Site and, until a second store is opened for business on the Developer Site-Phase II (exclusive of the Developer Outlots, as hereinafter defined), the actual cost of maintaining and lighting the portion of Phase II outlined in orange on Exhibit A hereto (the "Additional Common Area"). K mart shall also pay the actual cost of electricity consumed in lighting any additional areas requested by K mart to be lighted after 10:30 p.m. and before 9:00 a.m. After a second store is opened for business on the Developer Site-Phase II (exclusive of the Developer Outlots), the cost of maintaining and lighting the Phase II Common Areas (said costs are herein referred to as the "Phase II Common Area Maintenance Costs") shall be apportioned between K mart and Developer, each paying a percentage equal to the gross land area of their respective portion of Phase II which has been improved with either buildings or Common Area divided by the total gross land area in Phase II that has been improved with either buildings or Common Area. The Phase II Common Area Maintenance Costs shall not include the cost of any work which does not benefit Phase II. The Developer shall, to the extent possible, obtain separate statements for the Phase II Common Area Maintenance Costs, but to the extent separate statements are not possible or it would be less expensive to divide a cost between Phase II and other property, the Developer shall do so and only the proportionate share of such costs attributable to Phase II shall be included in the Phase II Common Area Maintenance Costs. In this event, the cost to be attributed to Phase II shall be determined by multiplying such costs by a fraction the numerator of which is the gross land area of Phase II for the which the work was done and the denominator of which is the gross land area for all the property for which the work was done. The Phase II Common Area

Maintenance Costs shall not include the real property taxes on the Access Road indentified as "D" on Exhibit A hereto. Developer shall not include any capital improvements in the Common Area Maintenance Costs for Phase II in excess of Ten Thousand Dollars ($10,000.00) per calendar year unless such excess capital improvements have been approved by the owner of the K mart Site, which approval shall not be unreasonably withheld or delayed.

(c) K mart shall pay 16.23% of the real property taxes on the Access Road identified as "D" on Exhibit A hereto.

(d) In addition to the foregoing, K mart shall reimburse Developer for K mart's pro rata share of the Developer's actual cost of (i) maintaining, lighting and insuring the Access Roads and the detention pond, and (ii) the cost of real property taxes on the property on which the detention pond and Access Roads "A", "B", "C" and "F" are located (said costs are herein collectively referred to as the "Developer's Off-Site Costs"). This work is part of the work the Developer may elect to perform under Article X of the Total Improvement and Maintenance Agreement dated July 1, 1986 (the "TIMA"), and, if the Developer makes this election under Article X of the TIMA Developer may be reimbursed by others up to sixty-five percent (65%) of such costs, thereby limiting the Developer's Costs to thirty-five percent (35%) of the actual costs of such work. The Developer has represented to K mart that it intends to make this election (although Developer may elect to stop performing such work after the commencement thereof in its sole discretion) and that the conditions precedent to its being entitled to reimbursement for sixty-five percent (65%) of such costs will be satisfied. The Developer has agreed for purposes of this Agreement that the Developer's Off-Site Costs shall be limited to thirty-five percent (35%) of the actual cost of such work. Therefore, K mart shall reimburse the Developer for the Developer's Off-Site Costs work in the manner hereinafter set forth:

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(i) For one (1) year after the building constructed on the K mart Site is first opened for business to the public or until a store opens for business on the Developer Site-Phase II (exclusive of the Developer Outlots), whichever shall first occur, K mart shall pay 15% of the Developer's Off-Site Costs (this percentage represents the gross area of Phase II, 18.27 acres, divided by the gross area of Phase I and Phase II, 43.12 acres, multiplied by 35%.)

(ii) Thereafter, K mart shall pay 13.4% of the Developer's Off-Site Costs (i.e., the gross area of the K mart Site, 7 acres, divided by the total gross area of Phase II, 18.27 acres, multiplied by 35%) provided that until any business opens on the Developer Outlots K mart shall pay 16% of the Developer's Costs (i.e., the gross area of the K mart Site, 7 acres, and Additional Common Area, 1.35 acres, divided by the gross area of Phase II, 18.27 acres, multiplied by 35%).

; provided, however, that notwithstanding the foregoing, if the Developer discontinues performing such work under the TIMA, thereafter and notwithstanding any provision in the REA to the contrary, K mart shall not be required to pay to the Developer any sums in excess of sixteen and 23/100 percent (16.23%) of the actual cost of maintenance, taxes and insurance on Access Roads "A", "B", "C", "D" and "F" and the detention pond, provided further that K mart shall not be obligated to pay any costs with respect to the Access Roads if the owners of the property designated "Phase I" on Exhibit A hereto are not obligated to reimburse Developer for their pro rata share of the costs thereof.

(e) There shall be added to the cost K mart is required to pay to the Developer for its share of the Common Area Maintenance Cost and Developer's Off-Site Costs a maintenance fee equal to ten percent (10%) of the amount K mart is otherwise required to pay to the Developer.

(f) Except as provided above in paragraphs (a), (b), (c) and (d), K mart shall not pay to Developer any sums K mart would otherwise be liable to pay to Developer under the REA; provided, however, that K mart shall pay the charges set forth in Article V, paragraph (vi) of the REA for repairs to utilities, pay for the pylon sign for Phase II

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as required by Article VI of the REA, obtain the liability and casualty insurance as required by Article VIII of the REA and pay the real estate taxes and utility charges for its property as required by Article XIX of the REA.

4. In the event that Developer fails to maintain the K mart Site, the Additional Common Area, Access Roads "C", "D" and "F" or the detention pond in a first class condition, the owner of the K mart Site, after written notice to Developer and failure of Developer to commence to cure within fifteen (15) days thereafter or diligently proceed to cure, shall have the right to perform such work that Developer has failed to do. For so long as the owner of the K mart Site performs such work, the Developer shall reimburse K mart for the cost of such work in excess of the cost K mart would have had to pay the Developer if the Developer had performed the work. Payment to K mart shall be on the date that K mart would have paid the Developer for the work if the Developer had performed the work. The Developer shall resume performing the work within thirty (30) days after K mart requests that it do so, whereupon Developer shall be responsible to perform the work and K mart shall pay to Developer its pro rata share of the cost thereof as set forth herein.

5. K mart shall have the right to install one sign panel on each side of the pylon sign for Phase II, as described in Article VI of the REA. Each panel shall be at the top of the pylon sign, second only to a shopping center identification panel installed by Developer, if any. K mart shall have the right to determine the color and design of its sign panels. Developer shall erect such pylon sign at least sixty (60) days before the date that K mart opens for business. Developer shall have the right to install as many as four (4) panels on each side of the pylon sign beneath the K mart panels for identifying tenants (or owners) of portions of Phase II. The Developer shall not install any panels on the pylon sign which would preclude K mart from installing its

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panels on the pylon sign. The K mart panels shall be larger than the Developer panels. In this regard, the space available for tenant signage on the pylon sign shall be allocated between K mart and Developer as follows: the K mart panels shall be 25% of the total available signage, and both sides of each of the four (4) Developer panels shall not be greater than 18.75% of the total available signage. The cost of such sign shall be allocated on the basis of the number of panels on the sign, the shopping center identification panels for which Developer is responsible and any panel divided vertically being considered as two one-half panels.

6. If permitted by law, and to the extent that Developer has the right, Developer shall permit K mart to install one sign panel of its color and design on each side of the pylon sign to be constructed adjacent to I-475 by either the Developer or the owner of the property on which the sign is located. K mart shall have the right to install such panels in the top position granted to Developer (but second to any shopping center identification panel installed by Developer, if any) and shall pay all costs Developer is required to pay in connection with the panels installed by K mart and its pro rata share (based upon the square footage of each panel on the sign, any shopping center identification panels being considered panels for which Developer is responsible) of the cost of construction and maintenance of the pylon. Developer shall use its best efforts to construct a pylon sign or have the pylon sign constructed and permit K mart to install its panels thereon as aforesaid.

7. Pursuant to the provisions of Article VII of the REA with respect to outdoor sales, K mart and Developer hereby consent to let each other have outdoor sales within the Common Area of Phase II located within their respective Sites, upon the following terms and conditions:

(i) the party desiring to use its Common Area for such purpose shall give the other owners of property in Phase

II (excluding the Developer Outlots) at least thirty (30) days prior notice;

(ii) the portion of the Common Area used for such outdoor sales shall be within sixty (60) feet of the buildings contained in each party's respective Site and outdoor sales for the business operated on the K mart Site shall not be East of the main entrance to the store to be constructed upon the K mart Site;

(iii) the use of such Common Area shall not unreasonably interfere with the operations of the businesses located on Phase II or with the Access Roads;

8. Anything contained in Article IX of the REA to the contrary notwithstanding, the parties hereto agree at all times during the term of the REA to maintain sufficient parking areas in Phase II to comply with (i) local zoning requirements in effect as of the date of execution of this Agreement, or (ii) 4.75 cars for each one thousand (1,000) square feet of gross floor area, whichever is greater. No party shall take any action which would create a violation of this provision by any other party.

9. No owner of any portion of Phase II shall grant parking rights within Phase II to the owner or Tenant of any other parcel of property, except as already granted to the owner of any portion of the Total Site pursuant to the REA.

10. No party shall stockpile dirt or other building materials in front of the K mart Site, except that Developer shall have the right to stockpile dirt upon the Outlots in front of the K mart Site so long as such dirt is removed at least one week prior to the opening of the store upon the K mart Site. K mart shall give the Developer at least thirty (30) days prior notice of the proposed date of such opening in order for the Developer to have removed any stockpiled dirt by the store opening.

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11. Each owner of the outlots located within Phase II which are identified as Buildings, L, M, N and O on Exhibit A (the "Developer Outlots") shall have the right to construct a building upon its respective Outlot in the approximate location shown on Exhibit A, provided that such building shall not be greater than one story or twenty seven (27) feet in height (including all signs and/or parapets) and shall not be greater than the square footage set forth for each Developer Outlot on Exhibit A. The parties acknowledge that the building configurations set forth on Exhibit A for the Developer Outlots are approximations only and are subject to change.

12. There shall at all times be maintained for the benefit of K mart, its successors and assigns, a paved circular drive around the building located on the K mart Site not less than 45 feet wide behind the building to be constructed on the K mart Site and not less than thirty (30) feet wide behind the buildings to be constructed on the Developer Site-Phase II. Such drive need not circle such buildings if the Access Road upon the Easterly boundary of the Developer Site-Phase II (Access Road "G" on Exhibit A hereto) is completed and paved and the drive behind the buildings extends to such Access Road. Such circular drive may be relocated from time to time at Developer's expense. The Developer shall have the right to surcharge that portion of the Developer Site which is more than 25 feet from the Easterly boundary of the K mart Site provided that it first obtains the approval of K mart, which approval shall not be unreasonably withheld. If requested by K mart the Developer shall construct a temporary security fence around the area being surcharged while the area is being surcharged. K mart shall have the right to approve the design of the fence, which approval shall not be unreasonably withheld. The circular drive may be relocated to go around the area being surcharged.

13. Developer hereby grants and conveys to K mart a perpetutual and permanent exclusive easement for the placement and

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operation of an electrical transformer on the Developer's Site-Phase II in the location set forth an Exhibit A hereto and a permenant and perpetutual non-exclusive easement leading directly from the transformer to the K mart Site under and across the Developer Site-Phase II for the installation of electrical service lines from the transformer to the K mart Site. K mart shall have the right to upon enter the Developer's Site-Phase II for the purpose of maintaining, repairing and replacing the electrical transformer and electrical service lines, provided that all of such work is done in accordance with the requirements of Article II of the REA.

14. All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns, upon the terms, provisions and conditions hereinabove set forth.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Each notice, consent, demand or other document or instrument required or permitted to be served upon either of the parties hereto shall be in writing and shall be deemed to have been duly served if mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed to the respective parties as the addresses stated below:

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Developer: Spring Meadows Shopping Center Associates
c/o Ramco-Gershenson, Inc.
31313 Northwestern Highway
Suite 201
Farmington Hills, MI 48018

with a copy to:

Richard J. Burstein, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, MI 48226

with a copy to:

JCP Realty, Inc.
1301 Avenue of the Americas
New York, NY 10019

K mart: K mart Corporation
3100 West Big Beaver Road
Troy, MI 48084

17. Except as amended hereby the REA shall continue in full force and effect. The capitalized terms not defined herein shall have the meaning given to each in the REA. Exhibits A, B and C are attached hereto and made a part hereof. Nothing contained in this Agreement shall be deemed to limit the exculpation clause set forth in Article XXIII of the REA in any manner and such exculpation clause shall be applicable hereto and incorporated herein as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

WITNESSED:

Teresa Nieves

Joann Stevens

SPRING MEADOWS SHOPPING CENTER ASSOCIATES

By: JCP Realty, Inc., a Delaware corporation, partner

By: _____

Its: Executive Vice President

APPROVED
ATTORNEY

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Alan M. Hurvitz

Jacqulyn Gurk
JACQULYN GURK

AND

By: Ramco Spring Meadows Associates ~~Partnership~~, a general partnership, partner

By: Bruce Gershenson
Partner

"Developer"

K MART CORPORATION, a Michigan corporation

Patricia A. Bisbey

Kellie L. Duke

By: M. L. Skiles

Its: M. L. Skiles, Vice President

ACKNOWLEDGMENTS

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of August, 1986 by Bruce Gershenson, ~~a partner of JGP REALTY, INC., a Delaware corporation, and~~ _____, a partner of RAMCO SPRING MEADOWS ASSOCIATES ~~PARTNERSHIP,~~ a general partnership, on behalf of SPRING MEADOWS SHOPPING CENTER ASSOCIATES, a general partnership, on behalf of the Partnership.

Jacqulyn Marie Gurk
Notary Public, Oakland County/Wayne County
State of Michigan acting out of
My Commission Expires:
JACQULYN MARIE GURK
Notary Public, Wayne County, Michigan
My Commission Expires October 8, 1986

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of August. 1986 by M.L. Skiles, a Vice President

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of K MART CORPORATION, a Michigan corporation, on behalf of the Corporation.

Pamela R. Beard
Notary Public, ~~Oakland~~ County, acting out of Oakland Co.
State of Michigan Wayne
My Commission Expires:

PAMELA R. BEARD
Notary Public, Wayne County, Michigan
My Commission Expires November 12, 1986

~~STATE OF _____)~~
~~) ss.~~
~~COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 1986 by _____, a partner of JCP Realty, Inc., a Delaware corporation, on behalf of the corporation.~~

~~Notary Public, _____ County~~
~~State of _____~~
~~My commission expires.~~

STATE OF NEW YORK)
)ss
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 18th day of August, 1986, by ROY F. BARNITT, JR., Executive Vice President of JCP Realty, Inc., a Delaware corporation, partner of Spring Meadows Shopping Center Associates, a general partnership, on behalf of such partnership.

Jean Schwartz
Notary Public
_____ County, _____
My commission expires: _____

JEAN SCHWARTZ
NOTARY PUBLIC, State of New York
No. 41-4826446
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 19[illegible]

For Exhibit A hereto
see Volume III of Plats, page 20.

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Exhibit B

Lots 7,8,9,10,11,12, and 13, Spring Meadows Place Plat One, a subdivision in Springfield Township, Lucas County, Ohio.

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Exhibit C

Lot 6, Spring Meadows Place Plat One, a subdivision in Springfield Township, Lucas County, Ohio.

RECEIVED & RECORDED
AUG 21 1986 12 55 PM
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

36.00

Title Box - KWS
F. 66100
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SUPPLEMENTAL RESTRICTION AGREEMENT

THIS SUPPLEMENTAL RESTRICTION AGREEMENT is made and entered into this 4th day of ~~January~~ February, 1987, by and between SPRING MEADOWS SHOPPING CENTER ASSOCIATES, a general partnership, whose address is c/o Ramco-Gershenson, Inc., 27600 Northwestern Highway, Suite 200, Southfield, Michigan 48034 (herein referred to as "Developer") and THE KROGER CO., an Ohio corporation, whose address is 4450 Poth Road, Columbus, Ohio 43213 (herein referred to as "Kroger").

W I T N E S S E T H :

WHEREAS, Developer is the owner of a certain parcel of land located in the City of Toledo, County of Lucas, State of Ohio, described in Exhibit "A", attached hereto and made a part hereof (the "Developer Site"); and

WHEREAS, Kroger is the owner of that certain parcel of land adjacent to the Developer Site, which parcel of land is described in Exhibit "B" attached hereto and made a part hereof (the "Kroger Site"); and

WHEREAS, Developer, K mart Corporation ("K mart"), JCP Realty, Inc. ("JCP"), and Service Merchandise Company, Inc. ("SMC") have entered into a Reciprocal Easement Agreement (the "REA") recorded in Deed Records 86-304A08 and Volume III of Plats, Page 1, Lucas County, Ohio Records, which REA encumbers, among other parcels of property, the Developer Site and the Kroger Site; and

WHEREAS, Developer and Kroger as the sole owners of the Developer Site and the Kroger Site, desire to establish further agreements, rights, restrictions, and obligations with respect to the development and operation of the Developer Site and the Kroger Site and to modify certain obligations set forth in the REA with respect to the Developer Site and the Kroger Site.

NOW, THEREFORE, in consideration of the foregoing, and of the mutual covenants contained herein, the parties hereto hereby covenant and agree to and with each other as follows:

1. With respect to the obligation of the owner of the Kroger Site to pay a portion of the Common Area costs as set forth in Article V of the REA, to the extent that the Internal Revenue Code of 1954, as amended, requires that any cost incurred by Developer in connection with maintaining the Common Areas be capitalized, rather then expensed, Kroger shall only pay its prorata share of that part of such cost which is depreciated in each year, and the administrative charge with respect to such cost shall only be calculated on the depreciated portion of such cost for such year.

POST TO LOTS 2, 5, 7, 8, 9, 10, 11, 12, 13, 17, and 1
SPRING MEADOWS PLACE PLAT ONE
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2. Notwithstanding anything to the contrary contained in Article XX of the REA, in the event that the building located upon the Supermarket Site, which Site is defined herein as the "Kroger Site", is Closed as a result of labor dispute, strike, or walk-out, Developer shall not exercise its right of repurchase as set forth in Article XX, provided, however, that if such store remains Closed for a period in excess of two (2) years as a result of a labor dispute, strike, or walk-out, Developer may, at the end of such two (2) year period, exercise its rights pursuant to Article XX within one hundred twenty (120) days after the end of such two (2) year period. Developer shall have the right to request Occupancy Agreements for the Closed Site within forty-five (45) days prior to the end of such two (2) year period, and the owner of the Kroger Site shall comply with such request as is set forth in Article XX.

3. The owner of the Developer Site shall not lease, rent, occupy or suffer or permit to be occupied, any part of the Developer Site for the purpose of conducting therein or for use as a drug store or a drug department requiring services of a registered pharmacist, or a food store or a food department or for the sale for off-premises consumption of groceries, meats, produce, dairy products or bakery products, beer, wine, liquor, or any of them; provided, however, that nothing contained herein shall prevent any lessee or user of a portion of the Developer Site from selling such products as an incidental part of its other and principal business so long as the total number of square feet devoted by such lessee or user to the display for sale of such products does not exceed five (5%) percent of the total number of square feet of building area leased by such lessee or user; or 500 square feet (including, in either such case, half of the aisle space adjacent to any display area), whichever is smaller, and further provided this covenant shall cease to be in force and effect if the owner of the Kroger Site or a lessee, sublessee or assignee hereof, does not conduct a business in the Kroger Site for the sale of groceries, meats, produce, dairy products, bakery products or any of them, for off-premises consumption for a period of 180 days or longer, except when such failure is caused by strikes, labor disputes or conditions beyond the control of the owner of the Kroger Site or its lessees, sublessee or assignee. Nothing contained herein shall prohibit any portion of the Developer Site from being used for the sale of ice cream and related products or for the sale of various types of popcorn. Furthermore, the foregoing restrictions shall not apply to those portions of the Developer Site identified as Major Store E and Major Store G on Exhibit "A" to the REA. Neither Major Store E nor Major Store G shall be used by anyone for the following (but the incidental use of Major Store E and Major Store G for the following purposes shall be permitted): drug store, supermarket, grocery store (including a convenience store or a produce/fruit market). Notwithstanding the foregoing, the pro-

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hibition of drug store use shall not apply to a drug store whose operation commenced in Major Store E and Major Store G following the second anniversary of the opening for business of Major Store E or Major Store G and during any period (hereinafter, a "No Drug Store Phase"), during which no drug store or drug department requiring the services of a registered pharmacist is operated in the Kroger Site. For the purpose of the foregoing sentence, the term "No Drug Store Phase", shall be deemed to exclude temporary closings of any then existing drug store or drug department requiring the services of a registered pharmacist within the Kroger Site and a one (1) year period following the closing of any drug store or drug department requiring the services of a registered pharmacist within the Kroger Site.

4. All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto, their respective successors and assigns, upon the terms, provisions and conditions hereinafter set forthn.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. Nothing contained in this Supplemental Restriction Agreement shall be deemed to limit the exculpation clause set forth in Article XXIII of the REA in any manner and such exculpation clause shall be applicable hereto and incorporated herein as if fully set forth herein.

7. All defined terms herein shall have the same meaning as is set forth in the REA.

8. Each notice, consent, demand, or other document or instrument required or permitted to be served upon either of the parties hereto shall be deemed to have been duly served if mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses stated below:

Developer:	Spring Meadows Shopping Center Associates c/o Ramco-Gershenson, Inc. 27600 Northwestern Highway, Suite 200 Southfield, Michigan 48034
With a Copy to:	Richard J. Burstein Honigman Miller Schwartz and Cohn 2290 First National Building Detroit, Michigan 48226
With a Copy to:	JCP Realty, Inc. 1301 Avenue of the Americas New York, New York 10019

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Kroger: The Kroger Co.
4450 Poth Road
Columbus, Ohio 43213
Atten: William Hoffman

Either party hereto may change their address for notice purposes upon ten (10) days notice to the other party hereto.

9. In the event of a conflict between the terms of the REA and the terms of the Supplemental Restriction Agreement, the terms of this Supplemental Restriction Agreement shall control. The REA, as modified hereby between the parties hereto, is hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

WITNESSES:

SPRING MEADOWS SHOPPING CENTER ASSOCIATES

By: JCP Realty, Inc., a Delaware corporation, partner

By:

Its: Executive Vice President

APPROVED ATTORNEY

AND

By: Ramco Spring Meadows Associates a general partnership, partner

By: Partner

"Developer"

THE KROGER CO., a Ohio corporation

By: Arthur Juergen

Its: Senior Vice President

"Kroger"

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Michael A Ward, known to me to be a partner of RAMCO SPRING MEADOWS ASSOCIATES, a general partnership, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said partnership, which partnership is a partner of Spring Meadows Shopping Center Associates who being thereunto duly authorized by its partners and that the same is the free act and deed of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Southfield, Michigan, this 20th day of Jan, 1986-87

Notary Public

MARY E. APOLZINSKI
Notary Public, Oakland County, Mich.
My Commission Expires May 23, 1990

STATE OF New York
) ss.
COUNTY OF New York

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, ROY E. BARNITT, JR., known to me to be the Executive Vice President of JCP Realty, Inc., a Delaware corporation, who acknowledged that he did sign and seal the foregoing instrument for

PARTNERSHIP CERTIFICATE IN COMPLIANCE WITH SEC. 1777.02, MICROFICHE NO. 86-321D11, FILED 3/21/86
BILL COPELAND, RECORDER, BY

87 0212011

and on behalf of said corporation as a partner of Spring Meadows Shopping Center Associates and as JCP pursuant to the foregoing instrument, being thereunto duly authorized by its Board of Directors and that the same is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 9th day of January, 1987.

Ann Maloney
Notary Public

ANN MALONEY
NOTARY PUBLIC, State of New York
No. 31-4662636
Qualified in New York County
Commission Expires Oct. 31, 1988

STATE OF Ohio)
) ss.
COUNTY OF Hamilton)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Arthur Juergens, known to me to be the Senior Vice President of The Kroger Co., who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized by its Board of Directors and that the same is the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cincinnati, Ohio, this 4th day of February, 1987.

Deborah L. Shye
Notary Public

DEBORAH L. SHYE
Notary Public, State of Ohio
My Commission Expires Sept. 21, 1989

~~CONSENT:~~

~~The undersigned, as holder of the Mortgagee's interest in and to that~~ certain Open End Mortgage Deed, Security Agreement and Assignment of Rents and Leases dated October 6, 1986 and recorded in _____, Lucas County, Ohio, Records, (the "Mortgage") hereby consents to the foregoing Supplemental Restriction Agreement and agrees that the Mortgage shall be subordinate to the terms of the foregoing Supplemental Restriction Agreement.

WITNESSETH:

DIAMOND SAVINGS AND LOAN COMPANY, a savings and loan ssociation incorporated under the laws of the State of Ohio

_____ By: _____

_____ Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, _____, known to me to be the _____ of Diamond Savings and Loan Company, a savings and loan association incorporated under the laws of the State of Ohio, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said association, being thereunto duly authorized by its Board of Directors and that the same is the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____ this _____ day of _____, 1986.

_____
~~Notary Public~~

87 0212C12

EXHIBIT "A"

Lot Numbers 2, 5, 7, 8, 9, 10, 11, 12, 13 and 17, Spring Meadows Place Plat One, a subdivision in Springfield Township, Lucas County, Ohio according to a Plat thereof recorded in Volume 110 of Plats, Pages 64 and 65, Public Records of Lucas County, Ohio.

C

87 0212D01

EXHIBIT "B"

Lot Number 1, Spring Meadows Place Plat One, a subdivision in Springfield Township, Lucas County, Ohio according to a Plat thereof recorded in Volume 110 of Plats, Pages 64 and 65, Public Records of Lucas County, Ohio.

RECEIVED & RECORDED

FEB 5 1987 12 59 pm

BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO

20.00

Title Box - KW
67653

87 0212D02

21419

061389

AMENDMENT TO SUPPLEMENTAL RESTRICTION AGREEMENT

This Amendment to Supplemental Restriction Agreement ("Amendment") is made and entered into this 26 day of July, 1989, by and between Spring Meadows Shopping Center Associates, a general partnership, whose address is c/o Ramco-Gershenson, Inc., 27600 Northwestern Hwy., Suite 200, Southfield, Michigan 48034 (herein referred to as "Developer") and The Kroger Co., an Ohio corporation, whose address is 4450 Poth Road, Columbus, Ohio 43213 (herein referred to as "Kroger").

W I T N E S S E T H:

WHEREAS, Developer, K mart Corporation, JCP Realty, Inc., and Service Merchandise Company, Inc. have entered into a Reciprocal Easement Agreement (the "REA") recorded in Deed Records 86-304A08 in Volume III of Plats, Page 1, Lucas County, Ohio Records; and

WHEREAS, pursuant to the terms of a certain Assignment and Assumption Agreement executed the 4th day of February, 1987 by Kroger and Developer, which Assignment and Assumption Agreement was recorded in ~~Deed~~ Mortgage Book 87-051D03. Lucas County, Ohio Records, Kroger has become a party to the REA; and

WHEREAS, simultaneously with the execution of such Assumption Agreement, Kroger and Developer entered into that certain Supplemental Restriction Agreement (the "Supplemental Restriction Agreement") dated February 4, 1987 and recorded in ~~Deed~~ Mortgage Book 87-0212C08 Lucas County, Ohio Records; and

WHEREAS, Developer and Kroger now desire to amend the terms of the Supplemental Restriction Agreement and, in so doing, further amend the terms of the REA with respect to property owned by Developer and Kroger within the area encumbered by the REA.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, hereby agree as follows:

1. Kroger hereby agrees that the site plan attached as Exhibit "A" to the REA shall be modified in the manner set forth in Exhibit "A" attached hereto and made a part hereof. The size of the building on the out parcel in front of Kroger is changed to reflect a new total building area of 2600 sq. ft. It is outlined in red.

2. Paragraph 3 of the Supplemental Restriction Agreement shall be amended by adding the following paragraph to the end of Paragraph 3 thereof:

> Notwithstanding anything to the contrary contained in this Paragraph 3, Kroger agrees that the restrictions set forth in this Paragraph 3 with respect to food stores, food departments, or the sale of off premises consumption of groceries, meats, produce, dairy products or bakery products, beer, wine, liquor or any of them, shall not be applicable to that portion of the Developer Site located within Phase II and set forth on Exhibit "A" hereto as the 'Target Site', but rather, in lieu thereof, the following restrictions shall be applicable against the 'Target Site': so long as a supermarket/grocery store containing at least forty five thousand (45,000) square feet of floor area (as calculated as set forth in the Supplemental Agreement) is operating on the Kroger Site, not more than ten thousand (10,000) square feet of floor area shall be used within the Target Site for the sale of food items (i.e., animal or human consumption) including but not limited to meats, produce, dairy products or bakery products, or any of them for off premises consumption; provided, however, that if, after the date hereof, a supermarket/grocery store containing forty five thousand (45,000) square feet of floor area fails to operate within the Kroger Site for a period of

89 1060A01

one hundred eighty (180) consecutive days, then the foregoing restriction on the Target Site shall be forever released, even if such operation subsequently occurs.

3. Anything to the contrary contained within Article V of the REA notwithstanding, Developer and Kroger hereby agree that from and after the date of execution hereof, Kroger shall be responsible for maintaining the Common Areas located within the Kroger Site, which areas shall be maintained strictly in accordance with the terms of Article V. The foregoing notwithstanding, Developer shall continue to provide snow removal service on the Kroger Site. The parties acknowledge that, since Kroger will be maintaining its own Common Areas as set forth in this Paragraph, Kroger shall no longer participate in contributing to Common Area costs with respect to those charges relating to Common Area maintenance which Kroger will now be performing, and Kroger's participation will be reduced accordingly. Furthermore, Kroger will not participate in paying charges incurred under the Total Improvement Agreement, but will participate in payings its prorata share of common area liability insurance. In the event that Kroger fails to maintain its Common Areas in the manner required by Article V of the REA, Developer shall have the self help rights with respect to such maintenance as is set forth in the last paragraph of Article V.

5. The Supplemental Restriction Agreement as amended and modified herein, and the REA, to the extent supplemented or modified herein, are hereby ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, Developer and Kroger have executed this Amendment to Supplemental Agreement as of the date and year first above written.

except when such failure is caused by strikes, labor disputes, casualty, or conditions beyond the control of the owner of the Kroger Site or its lessees, sublessee, or assignee.

WITNESSES:

SPRING MEADOW SHOPPING ASSOCIATES

By: JCP REALTY, INC., a Delaware corporation, partner

By:

Its: PRESIDENT

AND

By: RAMCO SPRING MEADOWS ASSOCIATES, a Delaware corporation, partner

By:

Partner

"Developer"

THE KROGER CO., an Ohio corporation

By:

Its: Vice President

"Kroger"

89 1060A02

STATE OF)
)SS
COUNTY OF)

The foregoing instrument was acknowledged before me this 7th day of July, 1989 by R. F. Barnitt, President of JCP Realty, Inc., a Delaware corporation, on behalf of the corporation which corporation is a partner of Spring Meadows Shopping Center Associates.

JEAN SCHWARTZ
NOTARY PUBLIC, State of New York
No. 41-4826446
Qualified in Queens County
Certificate Filed in New York County
Commission Expires Oct. 31, 198

Jean Schwartz
Notary Public
_____ County, _____
My commission expires: _____

STATE OF Michigan)
)SS
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 6th day of July, 1989 by Dennis Gerchenson, partner, on behalf of Ramco Spring Meadows Associates, a partnership, which partnership is a partner of Spring Meadows Shopping Center Associates.

Joan Elaine Mell
Notary Public
Oakland County, Michigan
My commission expires: June 30, 1991

JOAN ELAINE MELL
NOTARY PUBLIC-OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 6-30-91

STATE OF Ohio)
)SS
COUNTY OF Franklin)

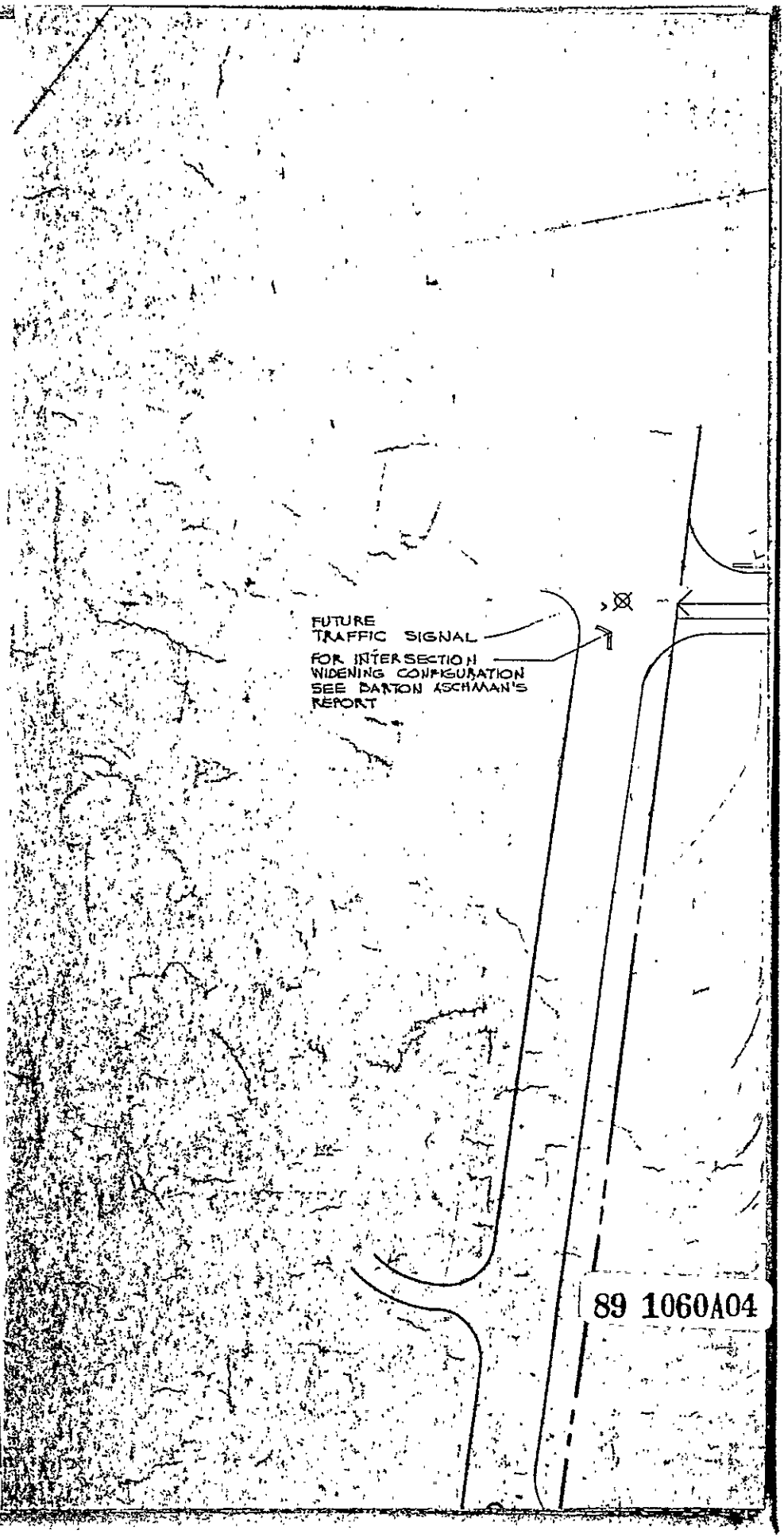
The foregoing instrument was acknowledged before me this 30th day of June, 1989 by Robert L. Shafer, V.P. Col. KMA The Kroger Co., an Ohio corporation, on behalf of the corporation which corporation is a partner of Spring Meadows Shopping Center Associates.

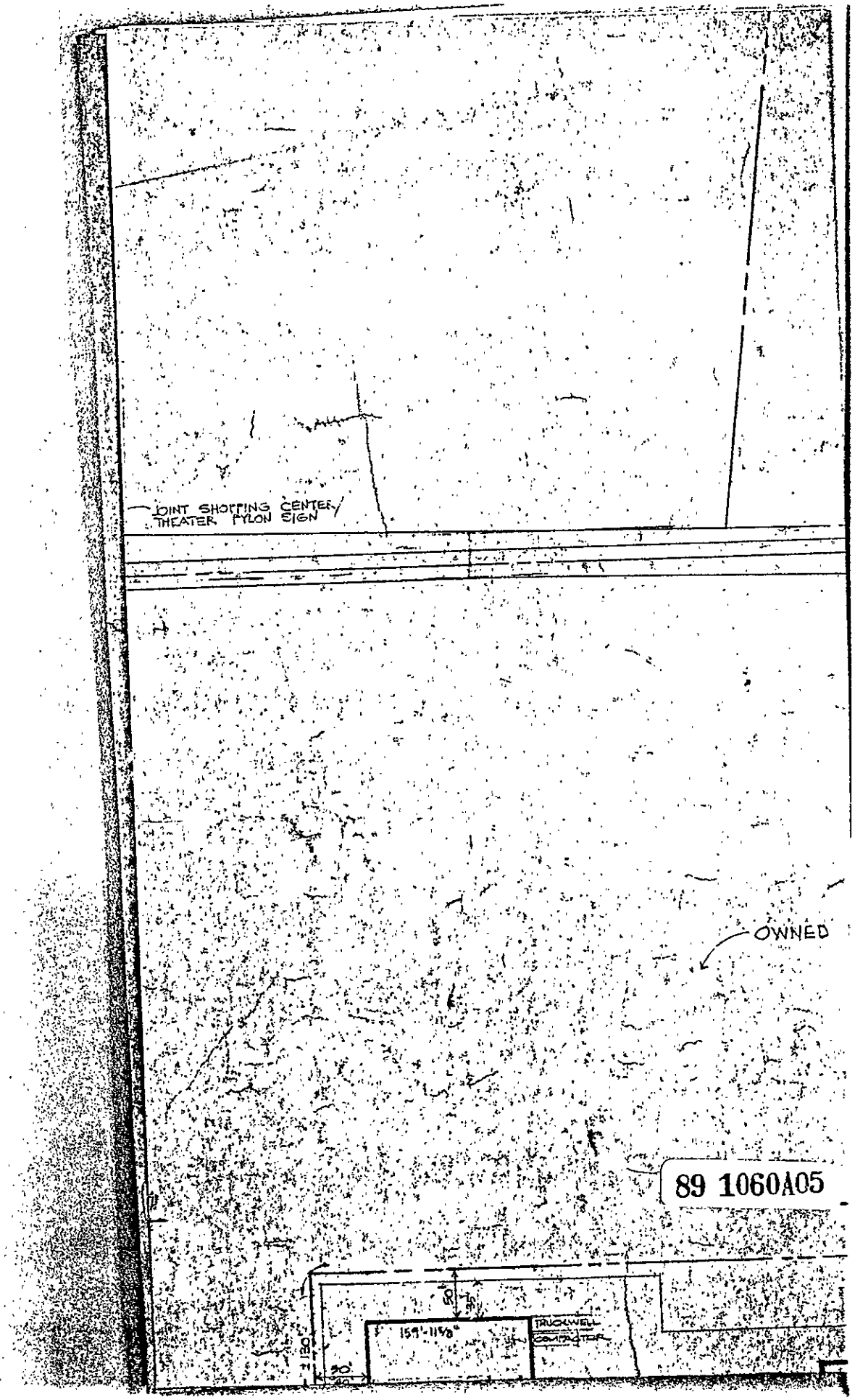
Linda M. Rolfe
Notary Public
Franklin County, Ohio
My commission expires: 2-4-92

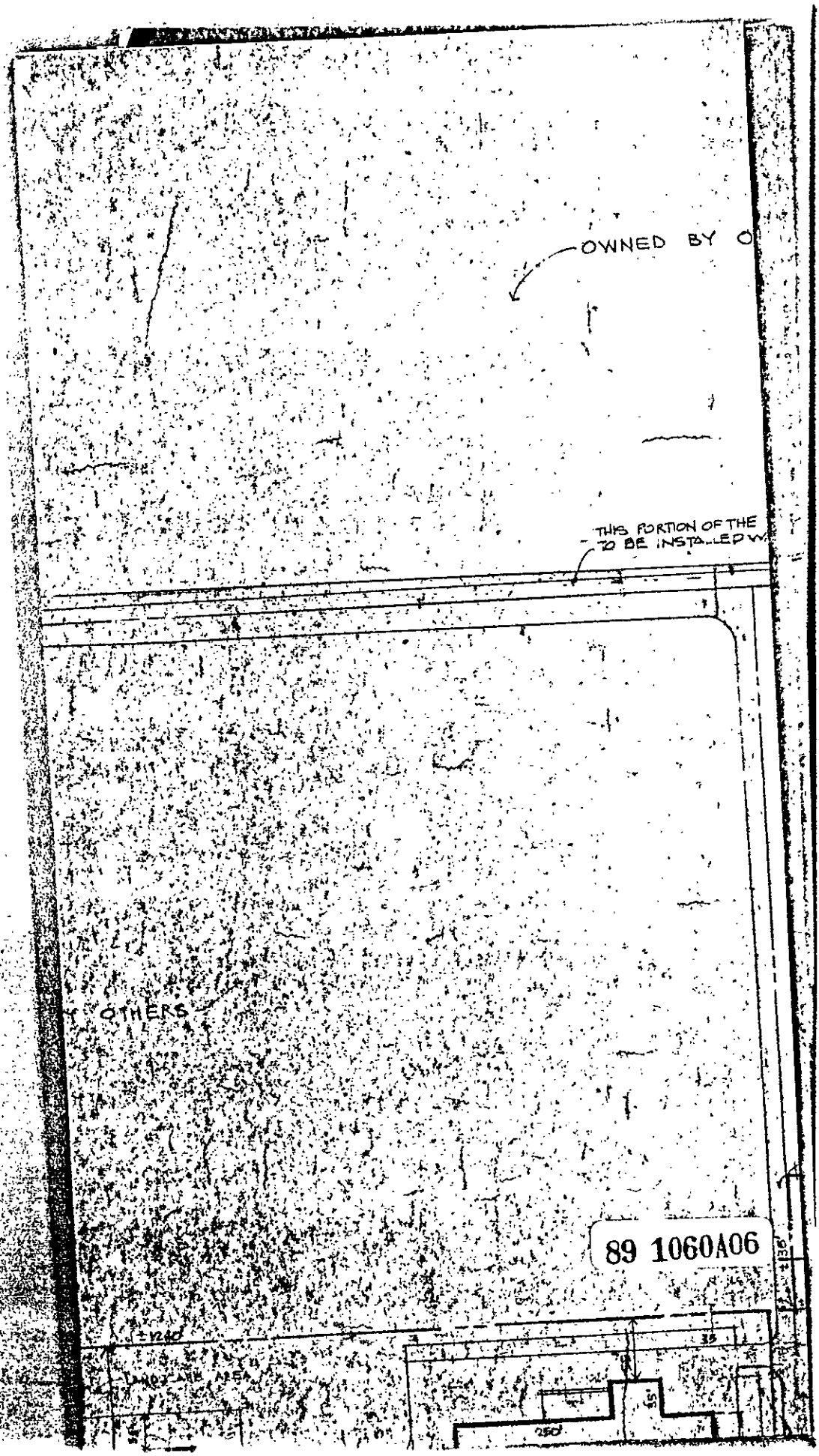
A63741

LINDA M. ROLFE
Notary Public, State of Ohio
My Commission Expires February 4, 1992

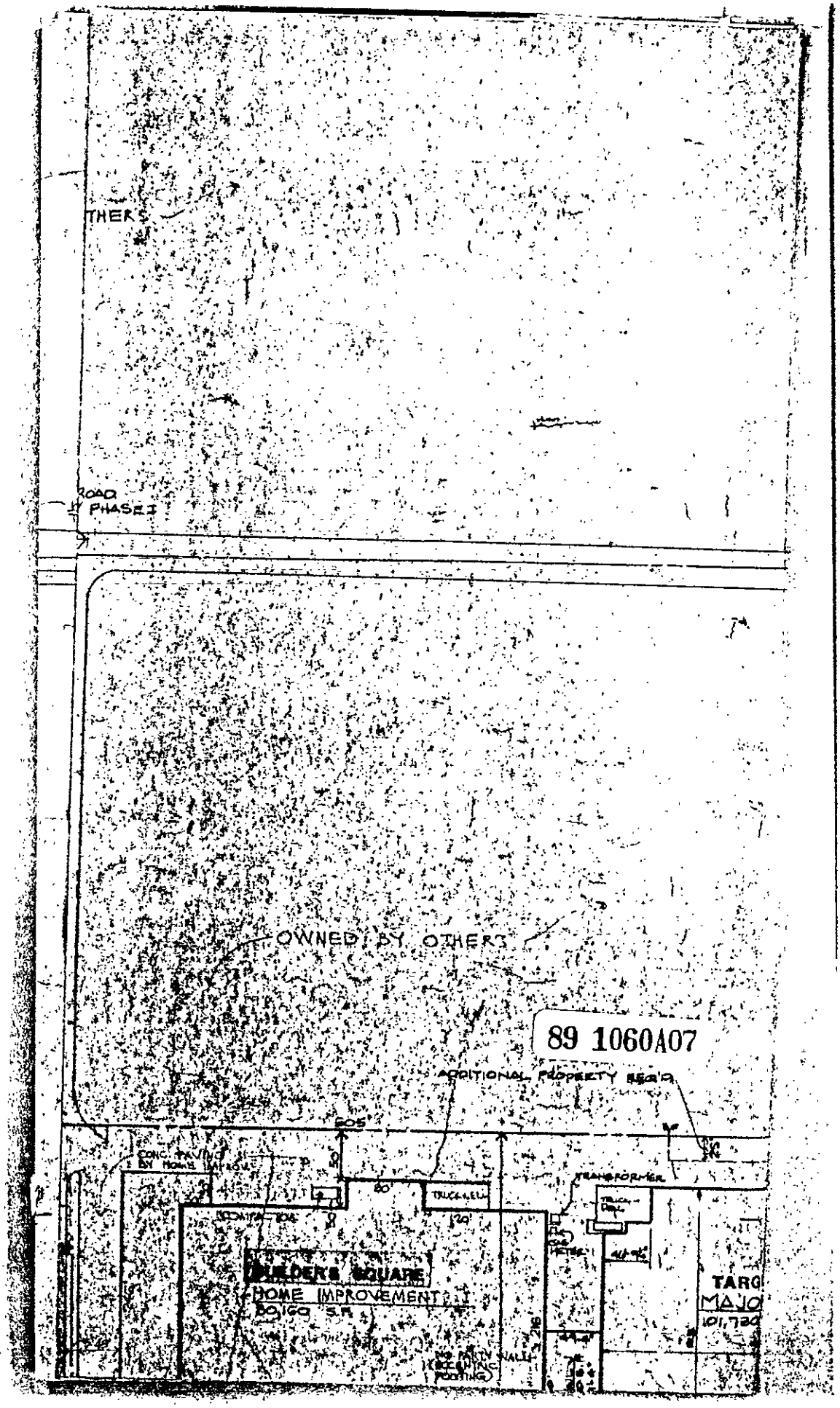
89 1060A03

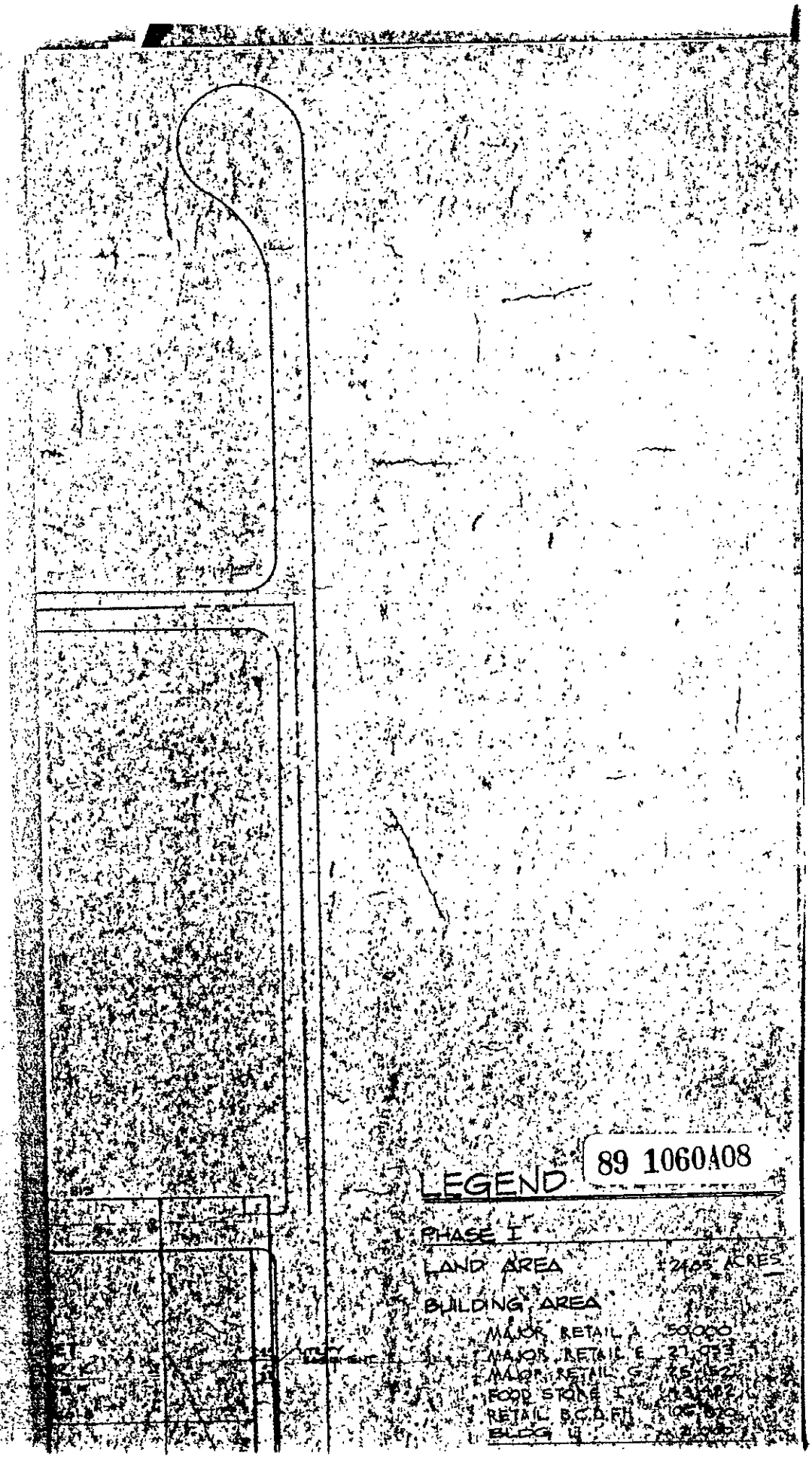

FUTURE
TRAFFIC SIGNAL
FOR INTERSECTION
WIDENING CONFIGURATION
SEE DARTON ASCHMAN'S
REPORT
89 1060A04

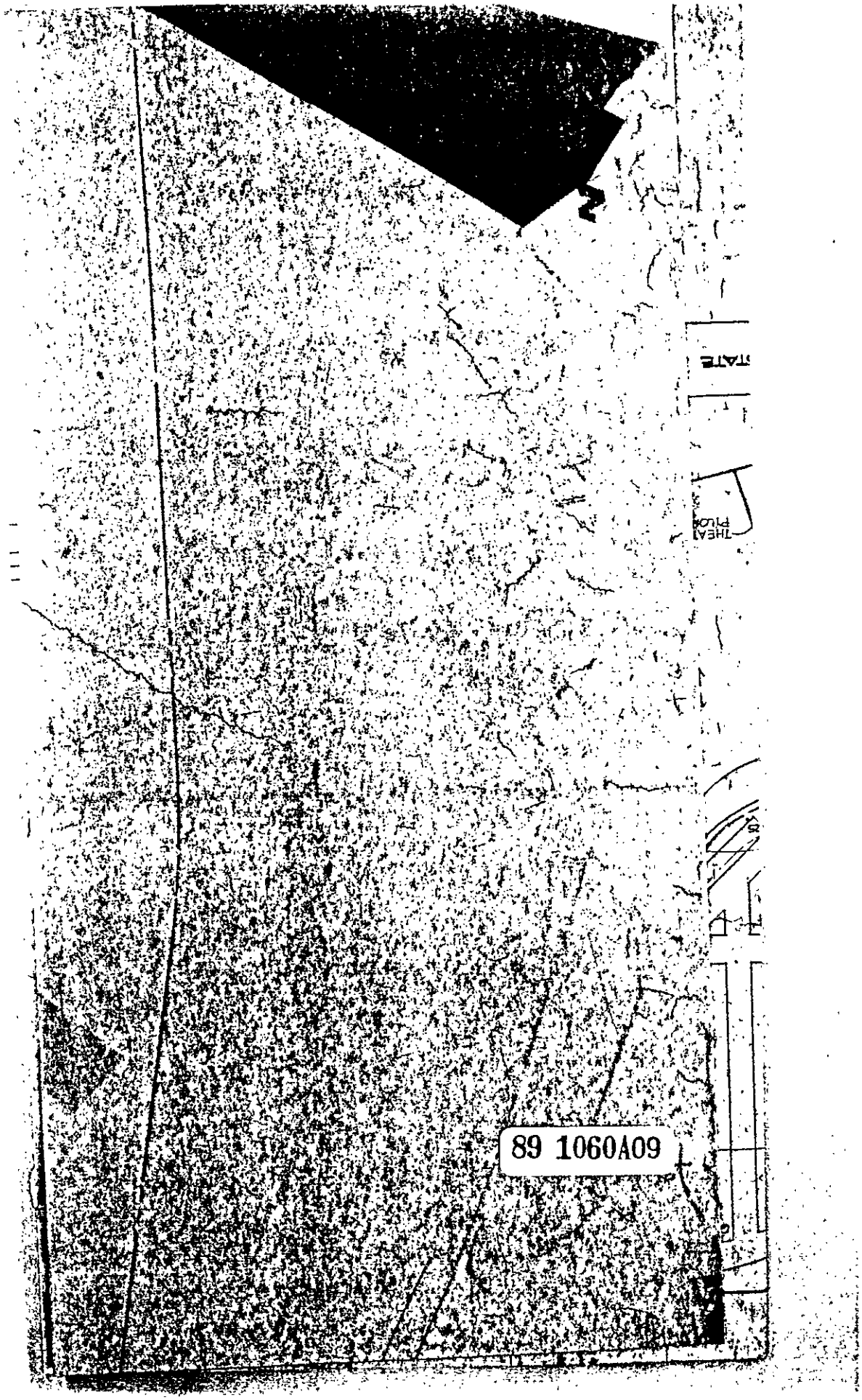

JOINT SHOPPING CENTER/
THEATER PYLON SIGN
OWNED
89 1060A05
159'-11 5/8"
TRUCK WELL
COMPACTOR
30'


OWNED BY O
THIS PORTION OF THE
TO BE INSTALLED W
OTHERS
±1240'
35
35'
250'

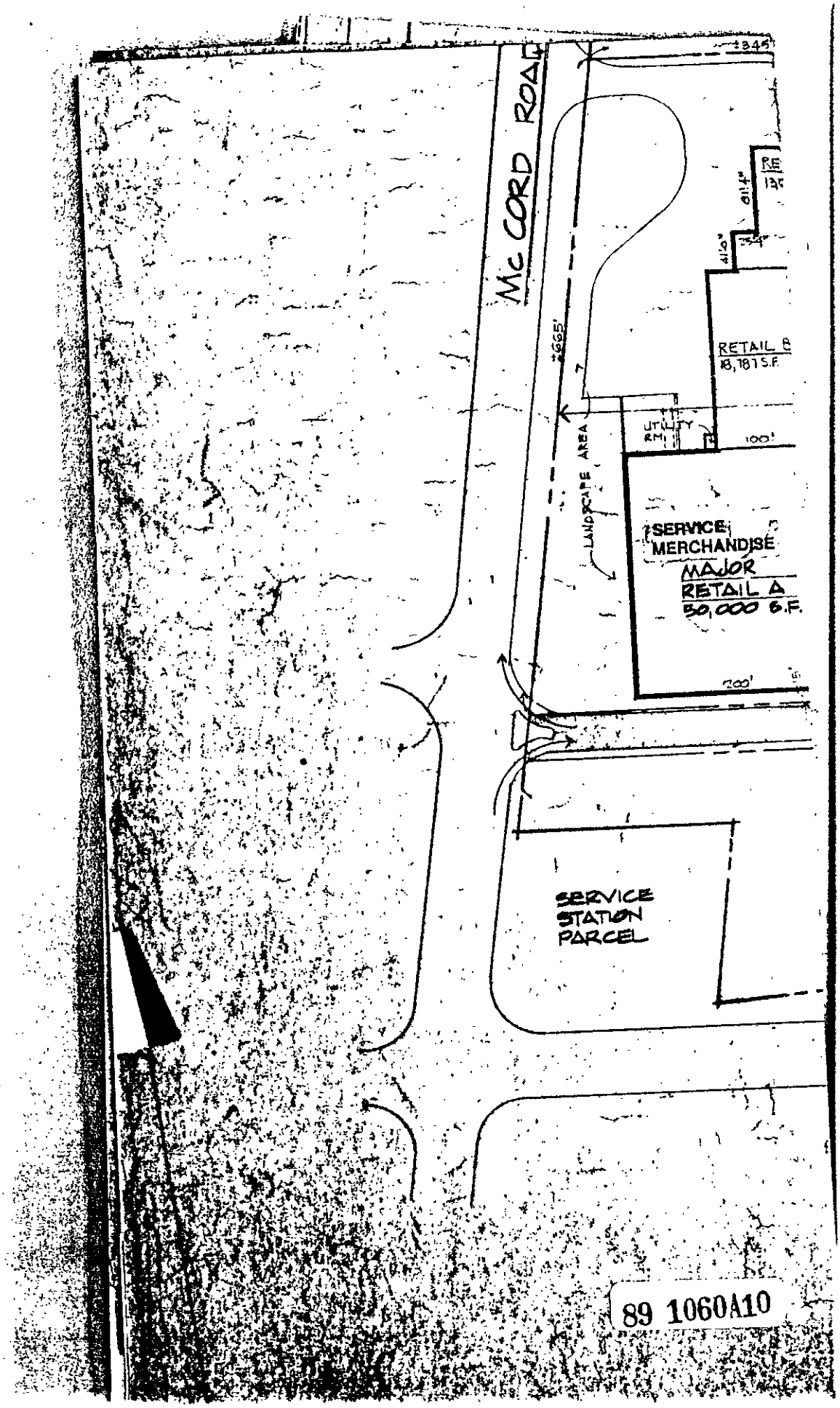
89 1060A06


THERS
ROAD
PHASE I
OWNED BY OTHERS
89 1060A07
ADDITIONAL PROPERTY
605'
80'
120'
TRANSFORMER
BUILDER'S SQUARE
HOME IMPROVEMENT
80,160 S.F.
TARG
MAJO
101,720

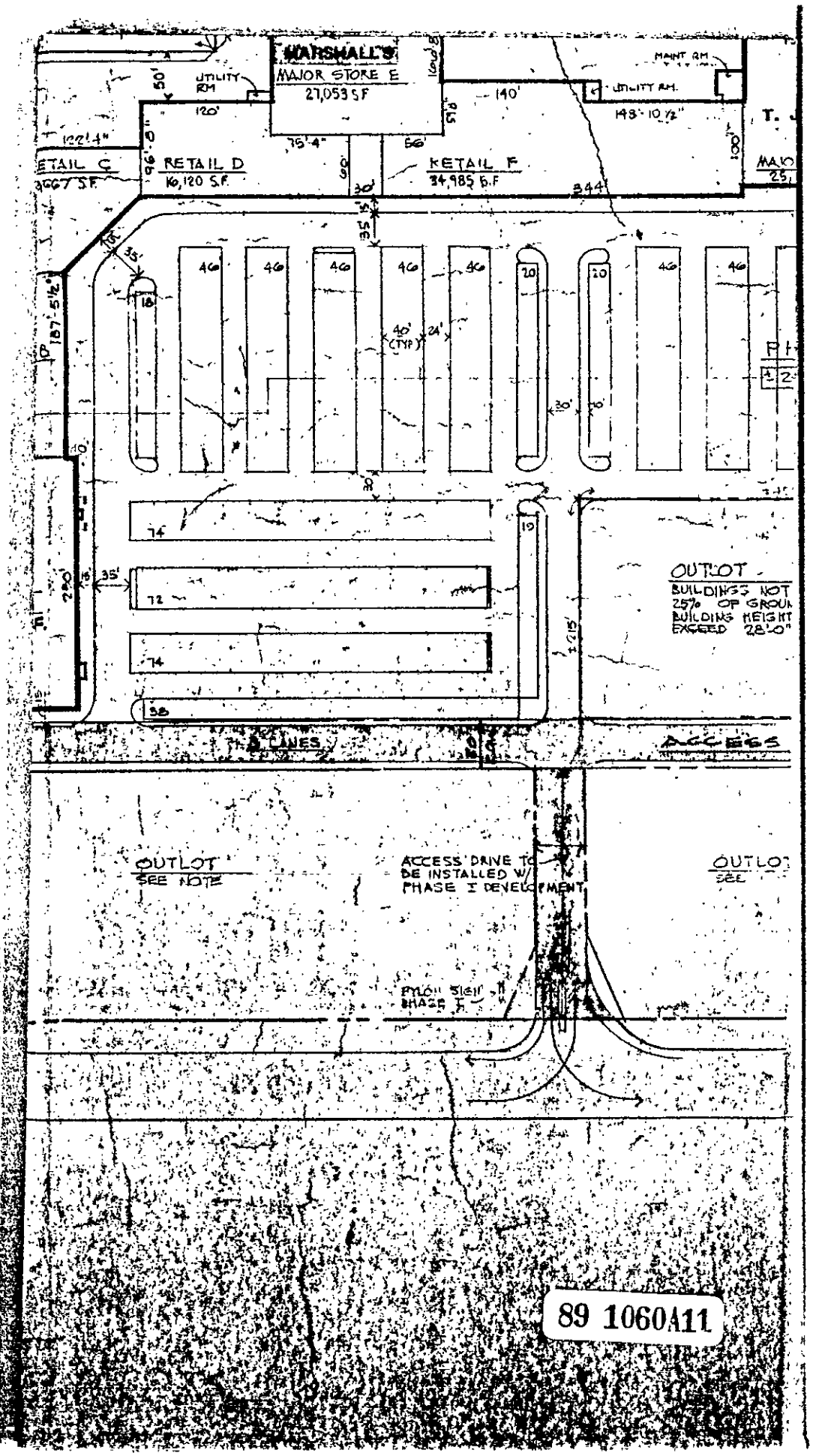

89 1060A08
LEGEND
PHASE I
LAND AREA
BUILDING AREA
MAJOR RETAIL A 50,000
MAJOR RETAIL E 27,053
MAJOR RETAIL G
FOOD STORE I
RETAIL B,C,D,F,H
BLDG 4



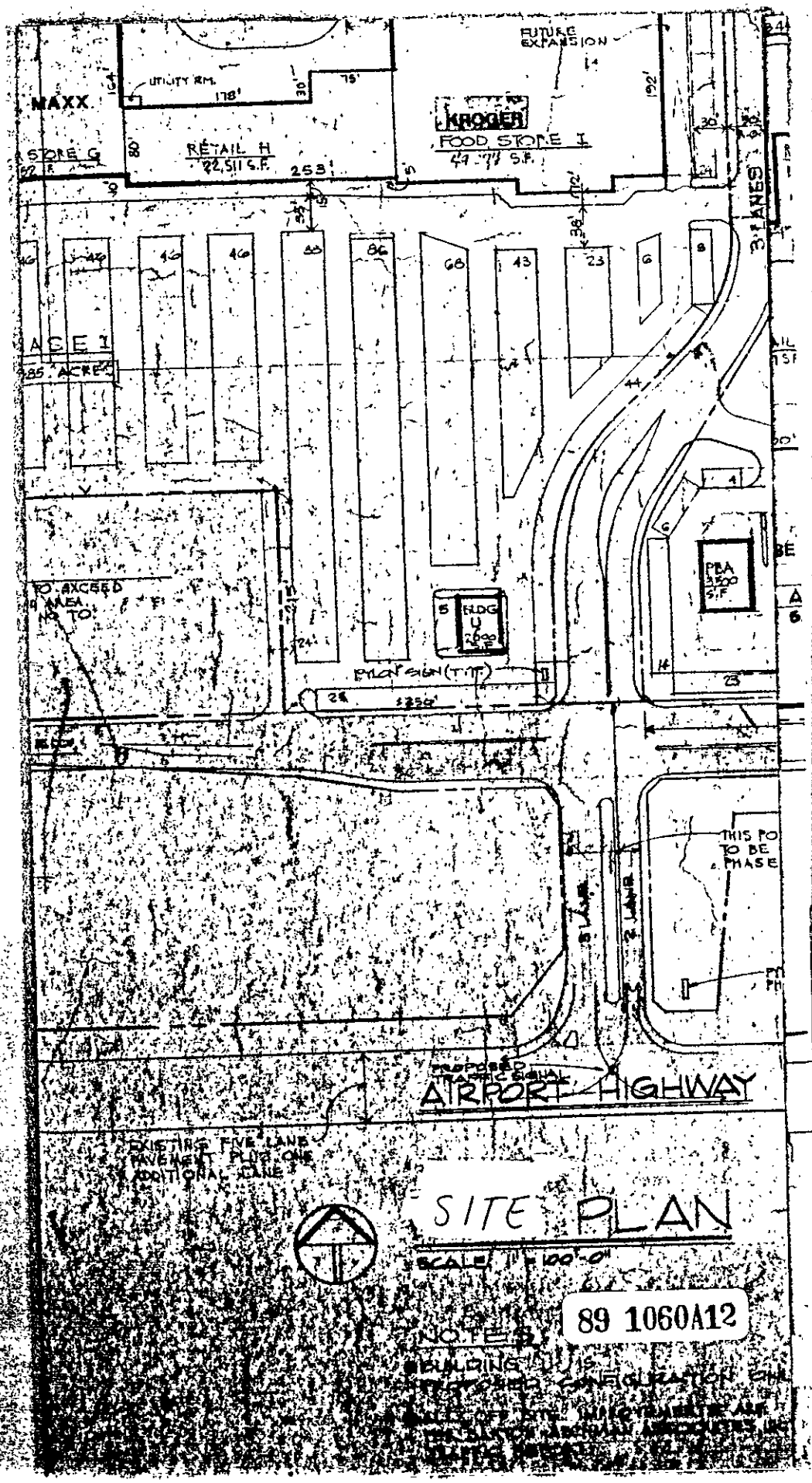
89 1060A09


McCORD ROAD
RETAIL B
18,181 S.F.
UTILITY RM.
100'
LANDSCAPE AREA
SERVICE MERCHANDISE
MAJOR RETAIL A
50,000 S.F.
200'
SERVICE STATION PARCEL

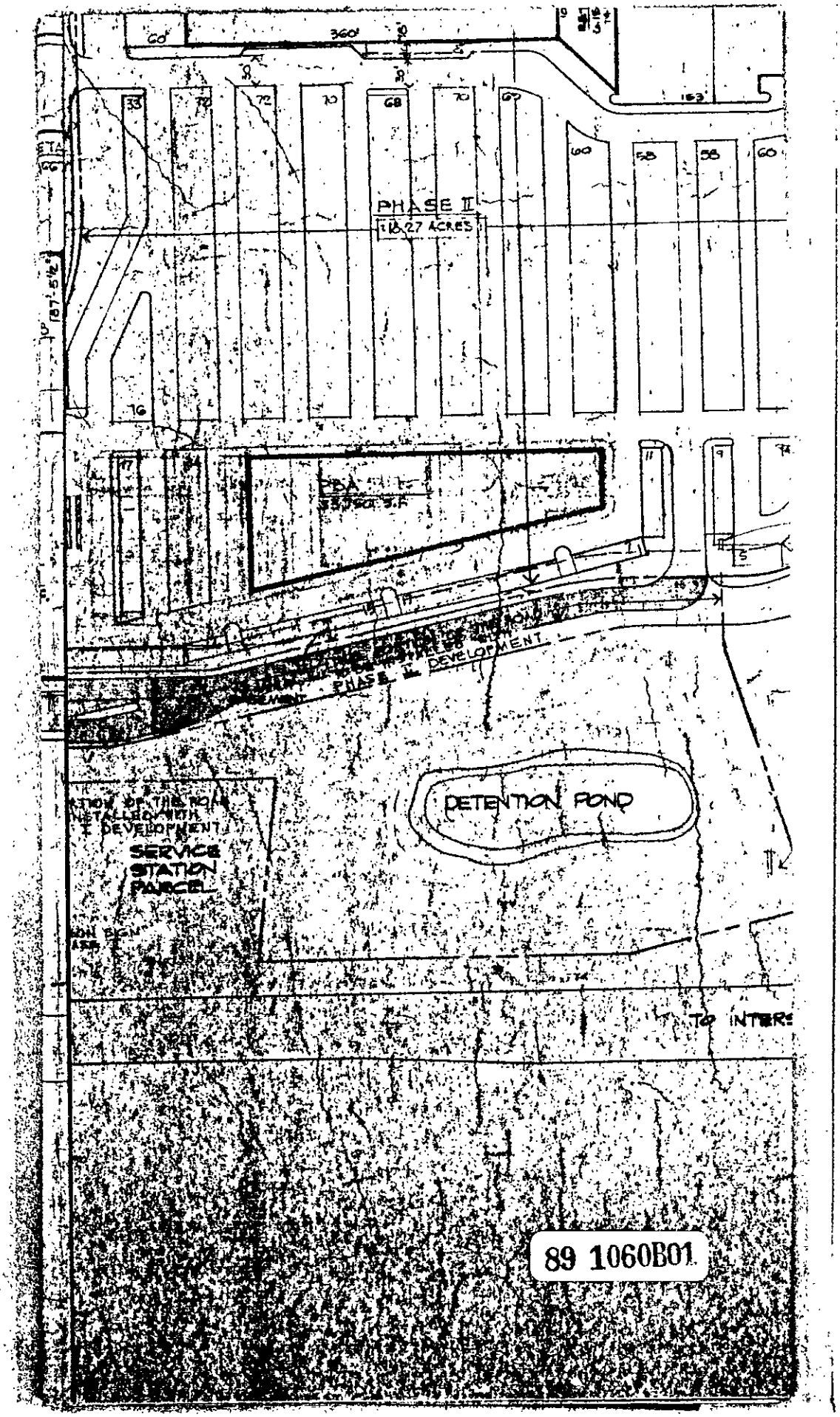
89 1060A10


MARSHALL'S
MAJOR STORE E
27,053 S.F.
UTILITY RM
MAINT RM
UTILITY RM.
RETAIL C
RETAIL D
16,120 S.F.
RETAIL F
34,985 S.F.
OUTLOT
BUILDINGS NOT
25% OF GROUN
BUILDING HEIGHT
EXCEED 28'-0"
ACCESS
OUTLOT
SEE NOTE
ACCESS DRIVE TO
BE INSTALLED W/
PHASE I DEVELOPMENT
PYLON SIGN
PHASE I

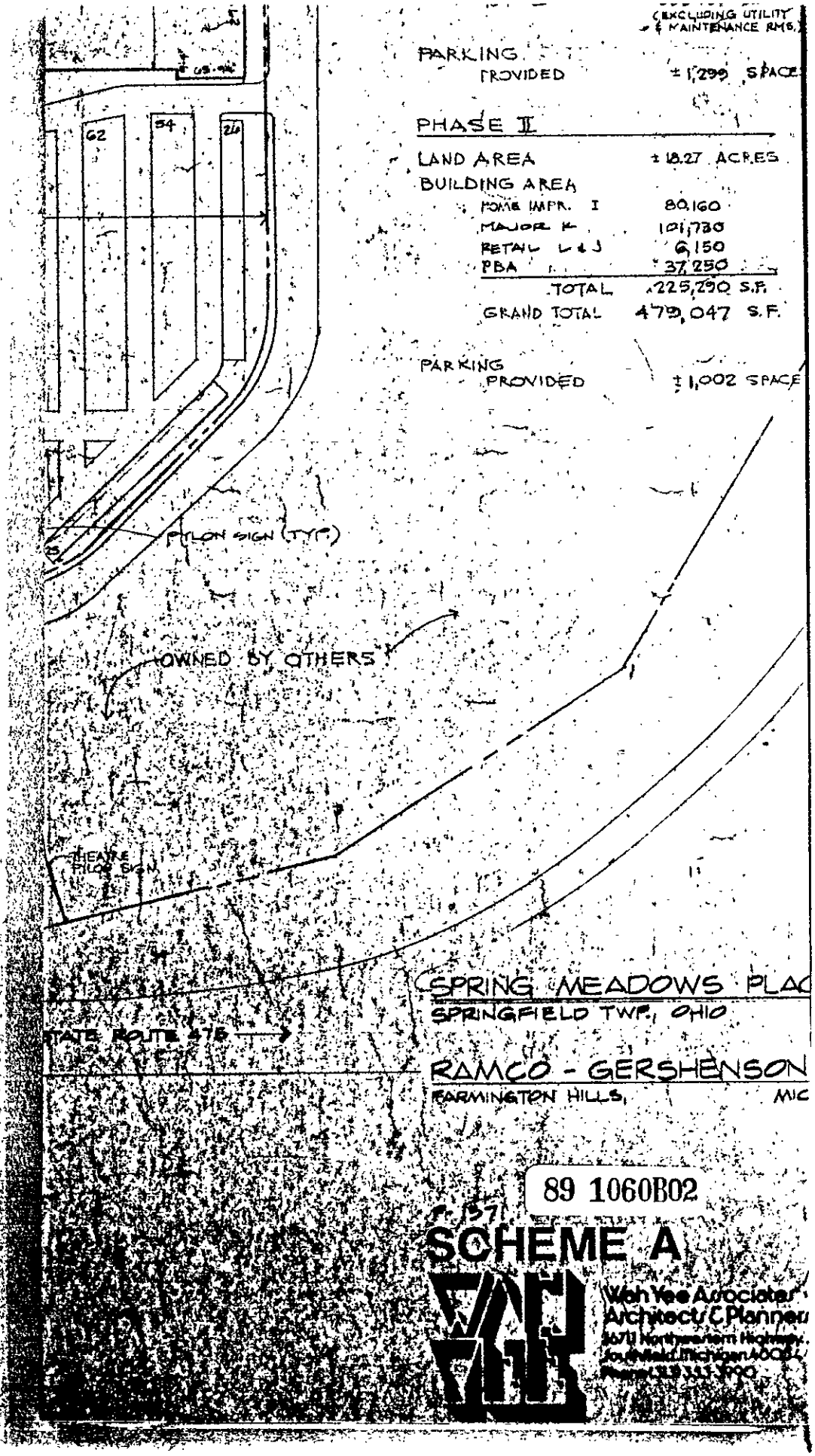
89 1060A11


MAXX
UTILITY RM.
178'
75'
FUTURE EXPANSION
KROGER
FOOD STORE I
STORE G
RETAIL H
22,511 S.F.
253'
192'
3 LANES
ACE I
85 ACRES
TO EXCEED
AREA
NO TO
BLDG U
PYLON SIGN (TYP)
PBA
3500 S.F.
THIS PO
TO BE
PHASE
3 LANE
2 LANE
PROPOSED TRAFFIC SIGNAL
AIRPORT HIGHWAY
EXISTING FIVE LANE PAVEMENT PLUS ONE ADDITIONAL LANE
SITE PLAN
SCALE 1" = 100'-0"
NOTES
BUILDING U IS
PROPOSED CONFIGURATION ONLY

89 1060A12


PHASE II
18.27 ACRES
PBA
DETENTION POND
SERVICE STATION PARCEL
TO INTERS

89 1060B01


(EXCLUDING UTILITY & MAINTENANCE RMS.)
PARKING PROVIDED ± 1,299 SPACE
PHASE II
LAND AREA ± 18.27 ACRES
BUILDING AREA
HOME IMPR. I 80,160
MAJOR K 101,730
RETAIL L & J 6,150
PBA 37,250
TOTAL 225,290 S.F.
GRAND TOTAL 479,047 S.F.
PARKING PROVIDED ± 1,002 SPACE
62
54
26
25
PYLON SIGN (TYP.)
OWNED BY OTHERS
THEATRE PYLON SIGN
STATE ROUTE 475
SPRING MEADOWS PLAC
SPRINGFIELD TWP., OHIO
RAMCO - GERSHENSON
FARMINGTON HILLS, MIC
89 1060B02
SCHEME A
Woh Yee Associates
Architects & Planners

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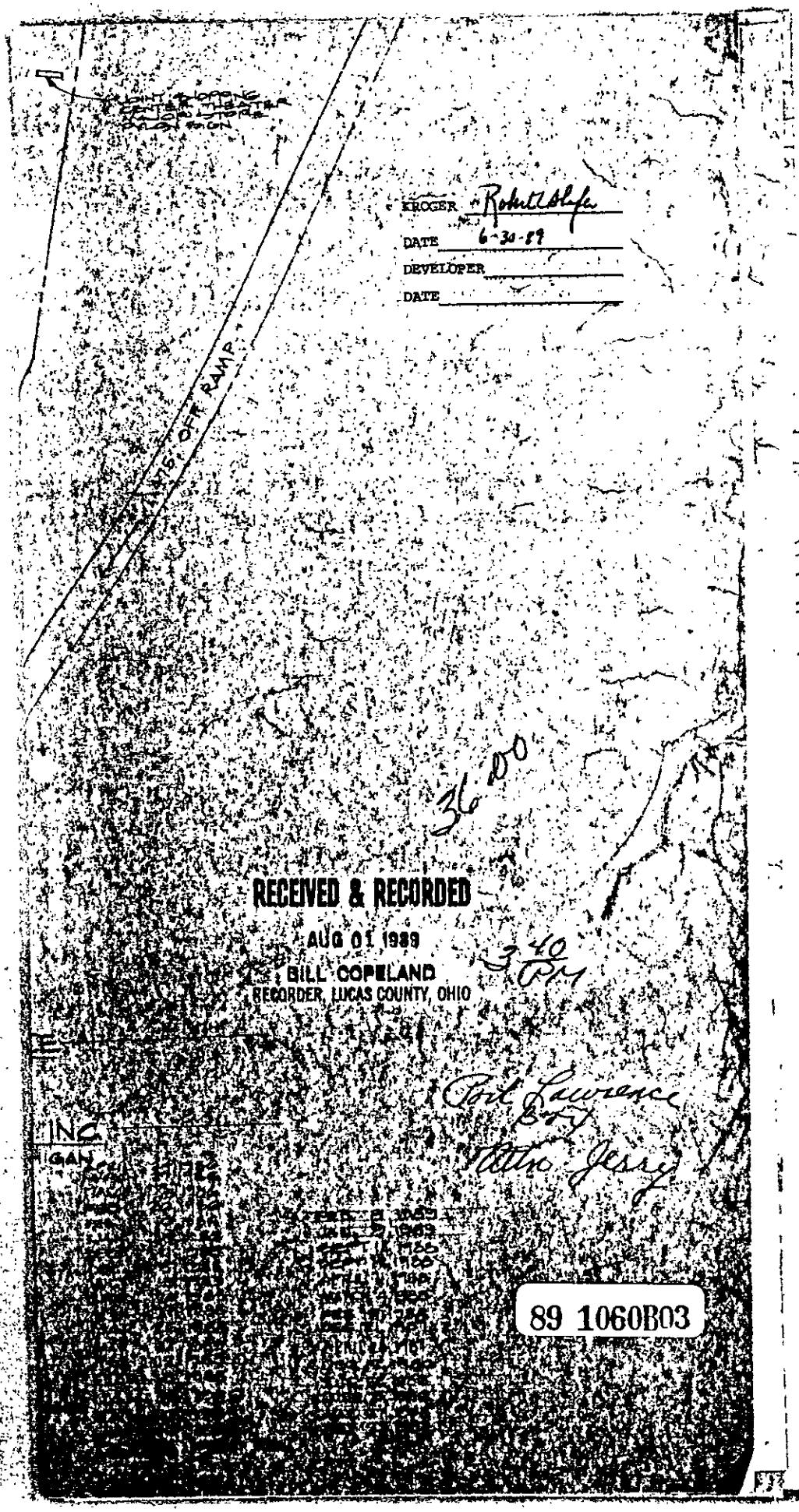
KROGER Robert Shafer
DATE 6-30-89
DEVELOPER
DATE
OFF RAMP
36.00
RECEIVED & RECORDED
AUG 01 1989
BILL COPELAND
RECORDER, LUCAS COUNTY, OHIO
3.40 PM
Port Lawrence
Attn Jerry
INC
GAN
89 1060B03