This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (the "Declaration") is made and entered into on January 31, 2002, by SUEMAR REALTY, INC. ("Developer"), an Ohio corporation, of 27476 Holiday Lane, Perrysburg, Ohio 43552, and MEIJER STORES LIMITED PARTNERSHIP ("Meijer"), a Michigan limited partnership, of 2929 Walker Avenue NW, Grand Rapids, Michigan 49544. Seller and Buyer when referred to together are referred to as the "Parties".

Statement of Facts

Pursuant to a certain Option Contract executed by and between the Parties, Meijer has conveyed to Developer a certain parcel of land (the "Developer Parcel") located in the City of Toledo, Lucas County, Ohio, which is described on the attached Exhibit A. Meijer is the fee simple owner of an adjacent parcel of land (the "Meijer Parcel"), which is described on the attached Exhibit B. Meijer has improved the Meijer Parcel with a combination food and general merchandise store. The parties have agreed the restrictions and rights hereinafter set forth are necessary and beneficial to use of the Meijer Parcel and are a material consideration in Meijer's willingness to sell the Developer Parcel to Developer.

Agreement

1. Prohibited Commercial Activities. The Developer Parcel may be used for any lawful purpose except for the following prohibited uses: drug store of any kind; prescription pharmacy; sale of liquor in package form, including without limitation beer, wine and ale; grocery store; supermarket; supercenter; combination food and general merchandise store; any discount retail facility exceeding 30,000 square feet under one roof; department store; warehouse club; wholesale club; gas station; tire store, used car lot, bar; amusement or recreation establishment, including without limitation a pool hall, bowling alley, massage parlor, theater, play house, night club, movie theater, adult book store, or establishment featuring a male or female revue; any combination of, or parking to support, any or all of the foregoing prohibited uses.

2. Prior Approval of Plans and Specifications. No improvements on or to the Developer Parcel shall be made, or once made thereafter significantly altered, remodeled or relocated, until plans and specifications for any improvement have been submitted to Meijer and approved by Meijer in writing. Meijer's approval is required to ensure that all improvements of or to the Developer Parcel are structurally, aesthetically and operationally compatible with the use, operation and improvements which may exist from time to time on the Meijer Parcel. Meijer's approval of such plans and specifications shall not be unreasonably delayed or withheld.
3. **No Zoning Variances.** Developer and its successors and assigns shall not seek governmental approval for any use of the Developer Parcel which requires the grant of any type of zoning variance or special use permit from Lucas County, or any commission or subdivision thereof, or from any other governmental entity, without the express written consent of Meijer. The foregoing restriction is especially intended to prohibit any variance or special use permit which might reduce the parking and setback requirements applicable to the Developer Parcel.

4. **Height.** No building or structure on the Developer Parcel shall be more than one (1) story (20 feet) in height.

5. **Parking.** Developer and its successors and assigns shall provide a sufficient number of parking spaces on the Developer Parcel to meet all applicable governmental parking regulations. Developer's tenants and invitees shall park on the Developer Parcel and shall not park in the parking lot located on the Meijer Parcel. Meijer may take all appropriate action in order to prevent parking on the Meijer Parcel by tenants, invitees or employees of Developer, including without limitation, ticketing and towing unauthorized vehicles, if and as permitted by law. Nothing contained in this Declaration shall be construed to grant Developer the right to use the Meijer Parcel in order to meet any parking, setback, sidewalk, bulk or other zoning or building requirements applicable to the Developer Parcel. Meijer's invitees, employees and lessees shall park on the Meijer Parcel and shall not park on the Developer Parcel.

6. **Term.** This Declaration shall continue for a term of twenty (20) years from the date hereof, or so long as a combination food and general merchandise type retail establishment is in operation on some or all of the Meijer Parcel, whichever shall be longer. Temporary cessation of operation upon the Meijer Parcel due to fire or other casualty, acts of God, labor disputes or other causes beyond the reasonable control of the owner of the Meijer Parcel and a temporary cessation of use for not more than three hundred sixty-five (365) consecutive days for the purpose of making alterations or for retletting shall not be deemed a cessation of operation within the meaning of this Paragraph.

7. **Covenants Running With Land.** The restrictions hereby imposed and the agreements herein contained shall be restrictions and covenants running with the land and shall inure to the benefit of the Meijer Parcel. The restrictions and covenants herein shall be binding upon the Parties and their respective heirs, successors and assigns, including, but without limitation, all subsequent owners of all or any part of the Developer Parcel or the Meijer Parcel and all those claiming by through or under them.

8. **Legal and Equitable Relief.** Meijer and its successors and assigns shall have the right to prosecute any proceedings at law or in equity against Developer and its successors and assigns, or any other person or entity violating, attempting to violate or defaulting upon any of the provisions contained in this Declaration, in order to prevent any violation, attempted violation or default upon the provisions of this Declaration and to recover damages for any such violation or default. The
remedies available under this Paragraph shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of this Declaration.

9. Litigation Expense. If litigation arises out of or in connection with this Declaration, the party prevailing to judgment shall be entitled to recover its reasonable attorney fees.

10. Waiver of Default. No waiver of any default by Meijer to this Declaration shall be implied from any omission by Meijer to take any action with respect to any such default if such default continues or is repeated. In addition, no express waiver of any default shall affect any other default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Declaration. The consent or approval by Meijer to or of any act or request by Developer requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests. Meijer's rights and remedies under this Declaration are cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which Meijer might otherwise have by virtue of a default under this Declaration, and the exercise of one such right or remedy by Meijer shall not impair its standing to exercise any other right or remedy.

11. Method of Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, only with the consent of the Parties, as the respective fee simple owners of the Developer Parcel and the Meijer Parcel, by declaration in writing, executed and acknowledged by the Parties, duly recorded in Lucas County, Ohio.

12. No Third Party Beneficiary. The provisions of this Declaration are for the exclusive benefit of the fee simple owner(s) of the Meijer Parcel, its successors and assigns, and not for the benefit of any third person or entity. In addition, this Declaration shall not be deemed to have conferred any rights, express or implied, upon any third person or entity.

13. Notices. Any notice or communication which either party desires, or is required, to give the other shall be in writing and shall be delivered in person or sent by certified mail or by overnight express mail by a nationally recognized carrier (such as Federal Express, UPS, DHL, or Airborne) to the following addresses:

    To Seller:  
    Meijer  
    4411 Plainfield Avenue NE  
    Grand Rapids, Michigan 49525  
    Attn: Real Estate Dept.
Seller (copy to)  
Meijer, Inc.  
2929 Walker Ave. NW  
Grand Rapids, Michigan 49544  
Attention: Legal Department

To Developer:  
Suemar Realty, Inc.  
27476 Holiday Lane  
Ferrysburg, Ohio 43552  
Attention: Bob Armstrong

Any such notices shall be deemed to have been given on the day after the date on which the notice was delivered to the overnight courier for delivery (with all delivery fees paid, if the party sending the notice does not have an established account with the courier permitting delayed billing), or two days after the date the notice was deposited for mailing in a United States Post Office or mail receptacle with proper postage affixed if the notice was sent by certified mail.

14. Captions. The captions of the paragraphs of this Declaration are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

15. Governing Law. This Declaration shall be construed in accordance with the laws of the State of Ohio and any applicable federal laws and regulations.

16. Severability. If any term, provision or condition contained in this Declaration shall, to any extent, be invalid or unenforceable, the remainder of this Declaration (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Declaration shall be valid and enforceable to the fullest extent provided by law.

17. Perpetuities. If and to the extent that any of the covenants herein would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Frederik G.H. Meijer Senior Chairman of Meijer, Inc, living at the date of this Declaration.

18. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Declaration.
IN WITNESS WHEREOF, the Parties have executed this Declaration of Restrictions as of the day and year above first written.

IN THE PRESENCE OF:

MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc.,
General Partner

Barbara J. Strayer
(Barbara J. Strayer)

Clara K. Mayes
(Starrla K. Mayes)

IN THE PRESENCE OF:

SUEMAR REALTY, INC.

By:

Its: Vice President

STATE OF MICHIGAN

COUNTY OF KENT

The foregoing instrument was acknowledged before me this 30th day of January, 2002, by Robert J. Verheulen, the Vice President of Meijer Group, Inc., a Michigan corporation, on behalf of said corporation, for and as the act of the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership.

Barbara J. Strayer
Notary Public, Kent County, Michigan
My commission expires: 4-14-04

Notary Public, Ottawa Co., MI
Acting In Trust Co., Art
My Commission Expires April 16, 2004

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IN WITNESS WHEREOF, the Parties have executed this Declaration of Restrictions as of the day and year above first written.

IN THE PRESENCE OF:

MEIJER STORES LIMITED PARTNERSHIP

By: Meijer Group, Inc., General Partner

By: ____________________________

______________________________

SUEMAR REALTY, INC.

By: ____________________________

______________________________

In the presence of:

Karry Kahl
(Raele, Hahn)

Angela R. Pontell-Steeven

STATE OF MICHIGAN

) ss.

COUNTY OF KENT

The foregoing instrument was acknowledged before me this day of ___________, 2002, by ____________________________, President of Meijer Group, Inc., a Michigan corporation, on behalf of said corporation, for and as the act of the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership.

Notary Public, Kent County, Michigan
My commission expires: ____________

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STATE OF OHIO

COUNTY OF LUCAS

This instrument was acknowledged before me this ___ day of ______________, 2002,
by _______________, the President Director of SueMar Realty, an Ohio corporation, on
behalf of said corporation.

[Signature]

Notary Public, Lucas County, Ohio
My commission expires: __________

[Stamp]

[Printed Name]

DRAFTED BY AND WHEN RECORDED RETURN TO:

[Name]

[Title]

[Address]

[Telephone]

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EXHIBIT A

THE DEVELOPER PARCEL

Part of Lot 1 in Meijer-Plat 1, City of Toledo, Lucas County, Ohio, in accordance with Volume 130 of Plats, Page 91, bounded and described as follows:

Beginning at a found 6 inch concrete monument at the Southwest corner of said Lot 1; thence North 00°37'05" East along the West line of said Lot 1 a distance of 204.67 feet to a found 6 inch concrete monument; thence North 39°41'35" East along the Northwest line of said Lot 1 a distance of 174.60 feet to a capped ½ inch iron rod set; thence South 00°37'05" West a distance of 248.15 feet to a capped ½ inch iron rod set; thence South 50°42'18" West a distance of 143.49 feet to the Point of Beginning. Containing 24,918 square feet of land more or less.
EXHIBIT B

THE MEIJER PARCEL

Part of the Northeast 1/4 of Section 7, Township 9 South, Range 8 East, in the City of Toledo, Lucas County, Ohio, described as: Beginning at a point on the Westerly 35' right-of-way line of Hayman Road which is South 00° 32' 00" West, along the East line of said Northeast 1/4, 365.08 feet and North 80° 12' 45" West, 35.00 feet from the Northeast corner of said Section 7; thence from said point of beginning South 00° 32' 00" West, along said Westerly right-of-way line, 1034.56 feet; thence South 60° 11' 32" West, 537.49 feet to a point on the Northerly 50' right-of-way line of Bancroft Road; thence North 47° 08' 15" West, along said Northerly right-of-way line, 1004.76 feet; thence North 00° 37' 05" East, along the East line of the East 1/3 of the West 1/2 of said Northeast 1/4 of said Section 7, 204.67 feet; thence North 39° 41' 35" East, 475.39 feet; thence North 00° 39' 04" East, 225.00 feet; thence South 89° 32' 45" East, along the Southerly 70.00' right-of-way line of Alexia Road, 500.64 feet; thence South 00° 32' 00" West 276.00 feet; thence South 89° 32' 45" East 203.00; thence South 00° 32' 00" West 19.00 feet; thence South 89° 32' 45" East 265.25 feet to the point of beginning; containing 31.39 gross and net acres.