TRANSFER NOT NECESSARY
JAMES M. BROWN
BY 11-15944 DEPT.
AUDITOR, BUTLER CO., OHIO

O.R. 5245 PAGE 402

(3)

SUPPLEMENT TO
RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

This **Supplement to Reciprocal Easement and Maintenance Agreement** ("Supplement") is made and entered into this 14th day of November, 1994 by and among **Al. Neyer, Inc.**, an Ohio corporation ("Neyer"), **The Kruse Hardware Company, Inc.**, an Ohio corporation ("Kruse"), and **Rykoff-Sexton, Inc.**, a Delaware corporation ("Sexton")

Recitals:

A. Neyer, Kruse and Heritage Bag Company, a Texas corporation ("Heritage") are parties to that certain Reciprocal Easement and Maintenance Agreement dated as of September 4, 1991 and recorded in the official records of Butler County, Ohio on September 18, 1991 as Volume 1734, Page 373 ("Original Agreement").

B. Sexton is the owner of fee simple title to the Neyer North Property (as such term is defined in the Original Agreement) and is therefore a successor to Neyer under the Original Agreement with respect to the Neyer North Property. Kruse is the owner of fee simple title to the Neyer South Property (as such term is defined in the Original Agreement), and Kruse and Heritage are the respective owners of fee simple title to the Kruse Property and the Heritage Property (as such terms are also defined in the Original Agreement). For purposes of this Supplement, the Kruse Property now includes the former Neyer South Property. The legal descriptions of all the affected properties, as described in the Original Agreement, are attached hereto, as Exhibits A through H.

C. The parties hereto have agreed upon certain modifications to the Original Agreement, and now desire to set forth such modifications in this Supplement. The Original Agreement, as modified by this Supplement, shall be binding on and shall inure to the benefit of the respective successors and assigns of the parties hereto, and shall run with the land with respect to the Neyer North Property, the Neyer South Property, and the Kruse Property.

D. Except as otherwise set forth in this Supplement, all capitalized terms used herein shall have the respective meanings given them in the Original Agreement.

00063641
Filed for Record in:
Butler County Ohio
Joyce B. Thall, Recorder
On 11/15/1994 At 02:53P
EASM 62.00
Book 5245 Page 402

Please return to: ~~J. Michael Weihman~~ K. Caner
Ticor Title Insurance
203 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: N24-22647-36

NOW THEREFORE, in consideration of the terms and provisions herein set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Amendment Regarding Easement for Ingress and Egress**. Section 2.2 of the Original Agreement had provided that the owner of the Neyer North Property could avail itself of the right to utilize the Access Road and the Access Easement, but only in the case where the Access Road was the "primary means of ingress and egress" to the Neyer North Property. Kruse Neyer, and Sexton hereby agree that this limitation shall no longer apply to Neyer, Sexton, or any subsequent owner of the Neyer North Property, or their successors or assigns. Kruse shall be responsible for performing the Access Road maintenance as set forth in the Original Agreement (or causing same to be performed) at its cost, subject to reimbursement by Heritage and Sexton; provided, however that Kruse agrees for itself and its successors and assigns, that the portion of the cost of such maintenance to be borne by Sexton, its successors or assigns, shall not exceed twenty-five percent (25%) of the cost of maintaining only that portion of the Access Road which is adjacent to the Neyer North Property on the east.

2. **Amendments Regarding Rights and Obligations of Sexton**. The parties to this Supplement hereby acknowledge, confirm and agree that: (a) in each place in the Original Agreement where Neyer has either granted a right, or has been granted a right, with respect to the Neyer North Property (including, without limitation, in Section 2.1 [with respect to an easement for ingress and egress over the Access Easement], Section 3 [with respect to the Kruse Railroad Easement], and Sections 4.1 and 4.2 [with respect to the Facilities Easements], Sexton is the successor in interest to Neyer with respect to such grants; (b) as a result thereof, all rights and obligations with respect thereto shall inure to the benefit of, and shall be binding upon, Sexton, and its successors and assigns; and (c) Sexton is the successor in interest to Neyer with respect to the Neyer North Property and, as such, is a party to the Original Agreement, as hereby amended.

3. **Easements to Run with the Land.** The easement and covenants contained in the Original Agreement, as amended by this Supplement, are perpetual and shall run with the land and shall be binding upon and inure to the benefit of all present and future owners of the Neyer North Property, and the Kruse Property, and their respective heirs, representatives, successors and assigns.

4. **Miscellaneous**. Except as expressly amended by this Supplement, the Original Agreement shall remain in full force and effect in accordance with its terms, provisions and conditions. The Original Agreement, as amended by this Supplement, shall herein and hereafter be referred to as the "Agreement".

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

WITNESSES:

AL NEYER, INC., an Ohio corporation

By: _____

Its: _____

WITNESSES:

THE KRUSE HARDWARE COMPANY, INC., an Ohio corporation

By: _____

Its: _____

WITNESSES:

RYKOFF-SEXTON, INC., a Delaware corporation

By: _____

Its: _____

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of November, 1994, by _____, the _____ of AL NEYER, INC., an Ohio corporation, on behalf of said corporation.

_____
Notary Public

CINDY FANCHER
Notary Public, State of Ohio
My Commission Expires May 31, 1997

STATE OF OHIO)
) SS.
COUNTY OF Hamilton)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 7th day of November, 1994, by George D. HoverKamp, Jr. the President of THE KRUSE HARDWARE COMPANY, an Ohio corporation, on behalf of said corporation.

Cindy D Fancher
Notary Public

CINDY FANCHER
Notary Public, State of Ohio
My Commission Expires May 31, 1997

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of November, 1994, by _____, the _____ of RYKOFF-SEXTON, INC., a Delaware corporation, on behalf of said corporation.

_____
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this Supplement on the date first above written.

WITNESSES:

AL NEYER, INC., an Ohio corporation

_____ By. _____

_____ Its: _____

WITNESSES:

THE KRUSE HARDWARE COMPANY, INC., an Ohio corporation

_____ By: _____

_____ Its: _____

WITNESSES:

RYKOFF-SEXTON, INC., a Delaware corporation

_____ By: _____

_____ Its: President + C.E.O.

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of November, 1994, by _____, the _____ of AL NEYER, INC., an Ohio corporation, on behalf of said corporation.

_____
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of November, 1994, by _____, the _____ of THE KRUSE HARDWARE COMPANY, an Ohio corporation, on behalf of said corporation.

_____
Notary Public

STATE OF _____)
) SS.
COUNTY OF _____)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____ day of November, 1994, by Mark Van Stekelenburg the President + C.E.O. of RYKOFF-SEXTON, INC., a Delaware corporation, on behalf of said corporation.

Tami S. Voda
Notary Public

OFFICIAL SEAL
TAMI S. VODA
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. FEB. 26,1995

WJC/REAL-EST/SEXTAMD.DOC

EXHIBIT "A"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section Five, and described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29 North 01°27'00" East, 1113.53 feet to the true point of beginning:

THENCE from the point of beginning thus found and continuing along the West property line of said Lot No. 29, North 01°27'00" East, 430.00 feet;

THENCE departing said West property line, South 88°39'11" East, 647.49 feet;

THENCE South 01°20'49" West, 430.00 feet;

THENCE North 88°39'11" West, 648.26 feet to the point of beginning; containing 6.396 acres of land and being subject to all easements and rights-of-way, of record.

The above-description was prepared from a survey by Keith R. Becker, Registered Surveyor No. 6220 in the State of Ohio, August, 1991.

EXHIBIT "B"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section 5, and described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29 North 01°27'00" East, 1543.53 feet to the true point of beginning:

THENCE from the point of beginning thus found and continuing along the West property line of said Lot No. 29, North 01°27'00" East, 527.99 feet to a point in the southerly right-of-way of Thunderbird Lane;

THENCE departing said West property line, along the southerly right-of-way of Thunderbird Lane, South 88°39'11" East, 646.54 feet;

THENCE South 01°20'49" West, 527.99 feet;

THENCE North 88°39'11" West, 647.49 feet to the point of beginning; containing 7.842 acres of land and being subject to all easements and rights-of-way, of record.

EXHIBIT "C"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section 5, and described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29 North 01°27'00" East, 912.00 feet to the true point of beginning:

THENCE from the point of beginning thus found and continuing along the West property line of said Lot No. 29, North 01°27'00" East, 201.53 feet;

THENCE departing said West property line, South 88°39'11" East, 648.26 feet;

THENCE South 01°20'49" West, 201.53 feet;

THENCE North 88°39'11" West, 648.63 feet to the point of beginning; containing 3.000 acres of land and being subject to all easements and rights-of-way, of record.

EXHIBIT "D"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot #29 of Neyer Properties, Section Five, and described as follows:

Begin at the Southeast corner of said Lot #29, said corner being a concrete monument;

thence along the South line of said Lot #29, South 81°-28'-30" West, 710.79 feet to the Southwest corner of Lot #29,

thence along the West line of Lot #29, North 01°-27'-00" East, 912.00 feet;

thence leaving said West line of Lot #29, South 88°-39'-11" East, 648.63 feet;

thence North 01°-20'-49" East, 1159.52 feet to the South right-of-way line of Thunderbird Lane;

thence along said right-of-way, South 88°-39'-11" East, 50.00 feet to the Northeast corner of Lot #29;

thence leaving said right-of-way, South 01°-20'-49" West, 1949.65 feet to the point of beginning; containing 14.995 acres of land and being subject to all easements and rights-of-way of record.

EXHIBIT "E"

Situated and being in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, and being a part of Lot No. 29 of Neyer Properties, Section 5, being easements Fifty (50) feet in width, taken evenly off of the East line of said Lot No. 29 running from a point 991.66 feet North of the Southerly line of said lot to the Northerly line of said lot.

EXHIBIT "F"

Situated in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot No. 29 of Neyer Properties, Section Five, and being a Railroad, Utility and Drainage Easement more particularly described as follows:

Begin at a point found by measuring from the Southwest corner of said Lot No. 29, North 01°27'00" East, 1113.53 feet to the true point of beginning;

THENCE from the point of beginning thus found, North 01°27'00" East, 430.00 feet;

THENCE South 88°39'11" East, 70.00 feet;

THENCE South 01°27'00" West, 430.00 feet;

THENCE North 88°39'11" West, 70.00 feet to the point of beginning.

EXHIBIT "G"

Situated and being in Section 9, Town 2, Union Township, Butler County, Ohio, being part of a 14.995 acre tract of land and being a fifty (50) foot railroad easement, taken twenty-five (25) feet off each side of the following described centerline:

Begin at a point found by measuring from the Southeast corner of Lot #29 of Neyer Properties, Section Five, said corner being a concrete monument, South 81°-28'-30" West, 136.64 feet to the true point of beginning;

thence from the point of beginning thus found, North 79°-33'-00" West, 176.56 feet;

thence along a curve to the right, having a radius of 410.28 feet, 580.01 feet (chord - North 39°-03'-00" West, 532.91 feet);

thence North 01°-27'-00" East, 379.78 feet to a point in the North line of said 14.995 acre trace.

EXHIBIT "H"

Situated in Section 9, Town 2, Range 2, Union Township, Butler County, Ohio, being part of Lot #29 of Neyer Properties, Section Five, and being a Railroad, Utility and Drainage Easement more particularly described as follows:

Begin at a point found by measuring from the Southwest corner of said Part Lot #29, North 01°27'00" East, 912.00 feet to the true point of beginning;

thence from the point of beginning thus found, North 01°27'00" East, 201.53 feet;
thence South 88°39'11" East, 105.00 feet;
thence South 08°37'51" West, 203.17 feet;
thence North 88°39'11" West, 79.60 feet to the point of beginning.