

TO: ShopKo Properties SPE Real Estate, LLC, a Delaware limited liability company
ShopKo Optical Manufacturing SPE Real Estate, LLC, a Delaware limited liability company
Penn-Daniels SPE Real Estate, LLC, a Delaware limited liability company
Pamida SPE Real Estate, LLC, a Delaware limited liability company
P.M. Place SPE Real Estate, LLC, a Delaware limited liability company
ShopKo SPE Real Estate, LLC, a Delaware limited liability company

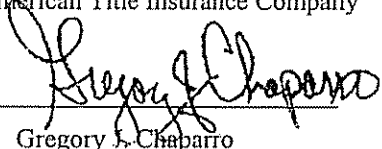
FROM: GREGORY J. CHAPARRO

SUBJECT: SHOPKO

DATE: January 27, 2006

Insurer: First American Title Insurance Company

By: _____


Gregory J. Chaparro

THIS GLOBAL POLICY ENDORSEMENT APPLIES TO ALL PROPERTIES SET FORTH ON THE DEED CHART ATTACHED HERETO AS EXHBIT A.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EACH MARKED TITLE COMMITMENT/REPORT IS REVISED AS FOLLOWS:

SCHEDULE A

POLICIES TO BE INSURED: ALTA 1992 (Extended Coverage Owner's Policy (1992)
Without Standard Exceptions

AMOUNTS OF INSURANCE: 703,988,000.00

INSURED/EFFECTIVE DATE: Date of closing

NAME OF INSURED: ShopKo Properties SPE Real Estate, LLC, a Delaware limited liability company
ShopKo Optical Manufacturing SPE Real Estate, LLC, a Delaware limited liability company
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SCHEDULE B

All Schedule B or Schedule B-1, General Requirements and Special Requirements, if any, are deleted in their entirety:

TENANTS:

Rights or claims of tenants or parties in possession not shown by the public records;

MECHANICS LIENS:

Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

TAXES/ASSESSMENTS:

Taxes or special assessments, which are not shown as existing liens by the public records.

SURVEY:

Encroachments, overlaps, boundary line disputes and other matters, which would be disclosed by a current accurate survey or inspection of the land.

EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS:

Easements or claims of easements not shown by public records.

GAP:

Defects, liens, encumbrances, adverse claims and other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date hereof but prior to the date the proposed insured acquires for value of record the Insured Mortgage.

RIDER:

AFFIRMATIVE COVERAGE/UPDATES:

Insurer has agreed to provide the Insured with affirmative coverage with respect to the matters as more particularly set forth on that certain "Title Policy Tracking Chart" prepared by Barclay Capital Real Estate, Inc., together with First American Title Insurance Company, which has been acknowledged and executed by First American Title Insurance Company and delivered to the Insured in a separate letter dated January 27, 2006.

The following additional exceptions are deleted in their entirety:

FEE MORTGAGES ON PREMISES OWNED IN FEE SIMPLE:

All are deleted.

FEDERAL TAX LIENS, STATE TAX LIENS AND MUNICIPAL LIENS AGAINST BORROWER:

All are deleted.

SPECIFIC SURVEY READINGS:

All readings/exceptions or references relating to specific survey matters, such as "Survey prepared by * dated * shows/discloses" or "Matters as shown on a survey prepared by * dated *" are deleted.

The following exceptions are added:

TAXES AS TO ALL PREMISES OWNED IN FEE SIMPLE:

Taxes and assessments for the current period (which may be a lien, but are not yet due, payable or delinquent) and subsequent years.

SUPPLEMENTAL TAXES AS TO ALL PREMISES IN CA:

The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5, commencing with Section 75 of the California Revenue and Taxation Code as a result of the transfer of title to the Insured or new construction occurring subsequent to Date of Policy. [Note: None currently due, payable or delinquent.]

ACREAGE:

Exact acreage is not insured.

TENANTS:

Unrecorded Leases: Rights or claims of the tenants more particularly set forth on the annexed Tenant Chart, as tenants only, under unrecorded leases, none of which have an option or right of first refusal to purchase the land.

Recorded Leases: Notwithstanding, such tenant has rights as a tenant only, and does not have an option or right of first refusal to purchase the land.

LIENS:

Deed of Trust/Deed to Secure Debt made by Mortgagor to Barclay's Capital Real Estate, Inc.

WP&L Financing Statements in Wisconsin

SURVEY/EXPRESS MAPS:

Encroachments into easements will be shown as exceptions and insured over with a 103.3 endorsement.

REA'S/OPERATING AGREEMENTS:

Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, dated January 27, 2006, and recorded immediately prior hereto.

Assignment and Assumption of Operating Agreements, dated January 27, 2006, and recorded in connection with this transaction.

THE FOLLOWING ENDORSEMENTS/AFFIRMATIVE COVERAGES ARE APPROVED AND WILL BE INCLUDED, WHERE AVAILABLE, IN THE OWNER'S POLICY. UNLESS OTHERWISE INDEICATED BELOW, ALL ENDORSEMENTS ARE AVAILABLE IN EACH JURISDICTION:

Access (indicating "has access to" all abutting public roads or public roads by way of easement, if such language is allowed per State insurance regulations)
Address/Location of Improvements
ALTA 9.2
Contiguity, if applicable
Leasehold Endorsement (Owner), as applicable
Subdivision: N/A in OR
Survey/ExpressMap
Tie-In
Tax Lot: N/A in OR and except for those "Outlot" properties where a separate Tax Lot as yet to be created
Waiver of Arbitration
Zoning-Improved Property, w/Parking
103.3 Endorsement for encroachments into easements

3037

Order Number: NCS-161849-CHI1

Page Number: 1



COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

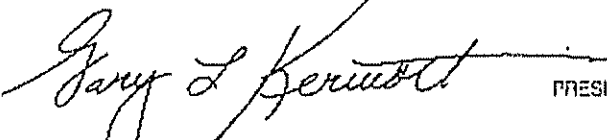
If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Exceptions in Schedule B.
- The Conditions, Requirements and Standard Exceptions on the other side of this page.

The Commitment is not valid without Schedule A and Schedule B.

First American Title Insurance Company

by  PRESIDENT

ATTEST  SECRETARY



CONDITIONS

1. **DEFINITIONS**
(a) "Mortgage" means mortgage, deed of trust or other security instrument (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
2. **LATER DEFECTS**
The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) shown below are met. We shall have no liability to you because of this amendment
3. **EXISTING DEFECTS**
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing
4. **LIMITATION OF OUR LIABILITY**
Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown below

or

eliminate with our written consent any Exceptions shown in Schedule B or the Standard Exceptions noted below.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. **CLAIMS MUST BE BASED ON THIS COMMITMENT**
Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proper documentation to dispose of such exceptions as you wish deleted from Schedule B or the Standard Exceptions noted below.

STANDARD EXCEPTIONS

The following Standard Exceptions will be shown on your policy:

- (1) Rights or claims of parties in possession not shown by the public records.
- (2) Easements, or claims of easements, not shown by the public records.
- (3) Encroachments, overlap, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (4) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes, or special assessments which are not shown as existing liens by the public records.



**First American Title Insurance Company
National Commercial Services**

**30 North LaSalle Street, Suite 310
Chicago, IL 60602**

**ALTA Commitment
Schedule A**

Title Inquiries to: Dennis M. Getches (312) 917-7249

Escrow Inquiries to: Closing Services (312) 917-7234

Revision Info: December 22, 2005 (Update)

File No.: NCS-161849-CHI1

1. Effective Date: December 5, 2005
2. Policy or Policies to be issued: Amount:
 - a. ALTA Owner's Policy
IL: ALTA 1992 Owner's Policy \$To be determined

Proposed Insured:
To be determined
 - b. ALTA Loan Policy

IL: ALTA 1992 Loan Policy \$To be determined

Proposed Insured:
To be determined
3. The estate or interest in the title described or referred to in this commitment and covered herein is fee simple and title to the estate or interest in said land is at the effective date hereof vested in:

Pamida, Inc.

4. The mortgage and assignments, if any, covered by this Commitment are described as follows :

To Be Furnished

5. The land referred to in this Commitment is described in Schedule C attached.

Note: For informational purposes only, the land is known as:

2702 Central Avenue
Estherville, IA 51334

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B AND C ARE ATTACHED.

**ALTA Commitment
Schedule C**

File No.:NCS-161849-CHI1

Legal Description:

Lot 2 in Block 1 of Estherville Industrial Park, an Addition to the City of Estherville, Emmet County, Iowa, EXCEPT Part of Lot 2, Block 1 of the Plat of Estherville Industrial Park No. 1, Estherville, Emmet County, Iowa, described as follows: Beginning at the Southeast Corner of said Lot 2; thence North 0 degrees 01 minutes 50 seconds East along the East line of said Lot 2 a distance of 353.10 feet; thence North 89 degrees 36 minutes 50 seconds West along a Northerly line of said Lot 2 a distance of 250.50 feet; thence South 0 degrees 36 minutes 50 seconds East a distance of 354.84 feet to the South line of said Lot 2; thence North 89 degrees 59 minutes 45 seconds East along the South line of said Lot 2 a distance of 245.66 feet to the Point of Beginning; ALSO EXCEPT, part of Lot 2 in Block 1 of Estherville Industrial Park Estherville, Iowa, described as follows: Commencing at the Southeast corner of said Lot 2; thence North 0 degrees 01 minutes 50 seconds East (record bearing) along the East line of said Lot 2 to the most Easterly Northeast corner of said Lot 2; thence North 89 degrees 36 minutes 50 seconds West 250.50 feet along a Northerly line of said Lot 2 to the point of beginning; thence North 0 degrees 45 minutes 00 seconds West 256.85 feet along an Easterly line of said Lot 2 to the most Northerly Northeast corner of said Lot 2; thence South 90 degrees 00 minutes 00 seconds West 161.66 feet along the South right-of-way line of Iowa Highway No.9; thence South 0 degrees 45 minutes 00 seconds East 256.85 feet; thence South 89 degrees 36 minutes 50 seconds East 161.66 feet to the point of beginning, containing 0.95 acres more or less.

Together with a non-exclusive easement created by Grant of Easement recorded May 27, 1997 as instrument number 97-00909 made by Employees Credit Union and Pamida, Inc.

**ALTA Commitment
Schedule B**

File No.:NCS-161849-CHI1

Schedule B of the policy or policies to be issued will contain the exceptions shown on the inside front cover of this Commitment and the following exceptions, unless same are disposed of to the satisfaction of the Company:

If any document referenced herein contains a covenant, condition or restriction violative of 42USC 3604(c), such covenant, condition or restriction to the extent of such violation is hereby deleted.

1. GENERAL TAXES FOR THE YEAR(S) 2004, 2005, 2006 AND SUBSEQUENT YEARS.
TOTAL TAX FOR THE YEAR 2004 IN THE AMOUNT OF \$14,192.00 IS SHOWN AS FOLLOWS:
THE FIRST INSTALLMENT IS PAID.
THE FINAL INSTALLMENT IS PAYABLE BUT NOT YET DUE OR DELINQUENT.
GENERAL TAXES FOR THE YEAR(S) 2005 AND 2006 ARE NOT YET ASCERTAINABLE OR PAYABLE.

PARCEL NO.: 051310008
2. UTILITY EASEMENTS, SET BACKS, RESTRICTIVE COVENANTS, TERMS OF RESOLUTIONS AND OTHER MATTERS CREATED BY AND DISCLOSED ON THE PLAT OF SUBDIVISION OF SAID ESTHERVILLE INDUSTRIAL PARK RECORDED JULY 22, 1975 IN PLAT BOOK 9 AT PAGE 37.
3. TERMS OF LEASE TERMINATION AGREEMENT RECORDED FEBRUARY 20, 1996 IN NOOK 21 AT PAGE 867 RELEASING LEASE RECORDED IN BOOK 14 AT PAGE 782 RECORDED ON JANUARY 28, 1976.
4. GRANT OF EASEMENT FOR UTILITIES RECORDED MAY 5, 1998 AS INSTRUMENT NUMBER 98-01050 MADE BY PAMIDA INC. TO EMPLOYEES CREDIT UNION PERTAINING TO THE ABOVE DESCRIBED PROPERTY.
5. ASSIGNMENT OF EASEMENT FOR UTILITIES RECORDED ON JULY 16, 1998 AS INSTRUMENT NUMBER 98-01649 ASSIGNING THE ABOVE DESCRIBED EASEMENT TO THE CITY OF ESTHERVILLE.
6. TERMS OF GRANT OF EASEMENT RECORDED MAY 27, 1997 AS INSTRUMENT NUMBER 97-00909 MADE BY EMPLOYEES CREDIT UNION AND PAMIDA, INC. PERTAINING TO THE ABOVE DESCRIBED PROPERTY.
7. WE MUST BE FURNISHED A CERTIFIED COPY OF PROPER RESOLUTIONS PASSED BY THE AUTHORIZED REPRESENTATIVE(S) OF PAMIDA, INC., INCORPORATED AUTHORIZING THE EXECUTION OF THE DEED OF CONVEYANCE.

NOTE: WE SHOULD BE FURNISHED A CURRENT CERTIFICATE OF GOOD STANDING FROM THE SECRETARY OF STATE OF DELAWARE FOR THE ABOVE NOTED CORPORATION.
8. EXISTING UNRECORDED LEASES, IF ANY, AND RIGHTS OF PARTIES IN POSSESSION UNDER SUCH UNRECORDED LEASES.

9. ANY LIEN, OR RIGHT TO A LIEN IN FAVOR OF A PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND.

NOTE: WE SHOULD BE FURNISHED EITHER (A) AN AFFIDAVIT FROM THE OWNER INDICATING THAT THERE IS NO PROPERTY MANAGER EMPLOYED; OR (B) A FINAL LIEN WAIVER FROM THE PROPERTY MANAGER ACTING ON BEHALF OF THE OWNER.

10. RELATIVE TO THE DELETION OF STANDARD EXCEPTIONS 1 THROUGH 5, WE SHOULD BE FURNISHED THE FOLLOWING:

1) A SWORN STATEMENT DISCLOSING ALL PARTIES IN POSSESSION OF THE LAND, INCLUDING PARTIES IN POSSESSION UNDER UNRECORDED LEASES AND THE TERMS AND PROVISIONS THEREOF; OPTIONS; AND UNRECORDED CONTRACTS TO PURCHASE THE LAND.

2) A CURRENT SURVEY OF THE LAND, PROPERLY CERTIFIED TO THE COMPANY, MADE IN ACCORDANCE WITH (i) THE ACCURACY REQUIREMENTS OF A SURVEY PURSUANT TO THE "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY AMERICAN LAND TITLE ASSOCIATION AND AMERICAN CONGRESS ON SURVEY AND MAPPING NOVEMBER 17, 1992; AND (ii) THE LAWS OF THE STATE OF IOWA.

3) IF NEW CONSTRUCTION HAS TAKEN PLACE WITHIN THE LAST SIX MONTHS, THE FOLLOWING SHOULD BE PRODUCED:

SATISFACTORY EVIDENCE OF THE PAYMENT IN FULL OF THE COST OF FURNISHING SERVICES, LABOR AND MATERIALS IN CONNECTION WITH ANY IMPROVEMENTS MADE ON THE LAND WITHIN SIX MONTHS OF THE DATE OF THIS COMMITMENT. THIS EVIDENCE SHOULD CONSIST OF SWORN CONTRACTORS' AND SUBCONTRACTORS' AFFIDAVITS, TOGETHER WITH ALL NECESSARY WAIVERS OF LIEN.

End of Schedule B

Commitment For Title Insurance
issued by



First American Title Insurance Company