

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

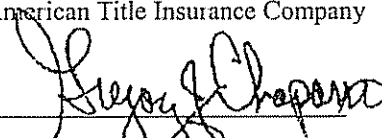
FROM: GREGORY J. CHAPARRO

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 EXHIBIT 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
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

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

Policy or Policies issued pursuant to this commitment are underwritten by:

First American Title Insurance Company

SCHEDULE A

Commitment No.: NU493026
2000 NCS-161879
Revision C December 19, 2005

1. Commitment Date: December 9, 2005 @ 8:00 AM

2. Policy or Policies to be issued: Policy Amount
 (a) ALTA Owner's Policy (10-17-92) \$1,000.00

 Proposed Insured:
 ShopKo

 Policy or Policies to be issued: Policy Amount
 (b) ALTA Loan Policy (10-17-92) Without Standard Exceptions \$1,000.00

 Proposed Insured:
 To Be Determined

3. The Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:
 Pamida, Inc., a Delaware Corporation

4. The land referred to in this Commitment, situated in the County of LaRue, State of Kentucky, is described as follows:

(SEE EXHIBIT A LEGAL DESCRIPTION)

657 West Main Connector Hodgenville KY



Issuing Agent: Metropolitan Title Company
America's Premier Title Agency

For questions regarding this commitment contact your local
 Metropolitan Title Company (877)514-6266 or fax to (877)514-6265
 10355 Citation Dr., Brighton, MI 48116

Metropolitan Title Company
10355 Citation Dr.
Brighton, MI 48116

Schedule B – Section I REQUIREMENTS

Commitment No.: NU493026

General Requirements

The following requirements must be met:

- (a) Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- (b) Payment of the full consideration to, or for the account of, the grantors or mortgagors should be made.
- (c) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable should be made.
- (d) Pay us the premiums, fees and charges for the policy.
- (e) You must tell us in writing the name of anyone not referred to in this Commitment who will receive an interest in the land or who will make a loan on the land. We may make additional requirements or exceptions.
- (f) Submit completed Owner's Estoppel/Affidavit/ALTA Statement on the form provided by this company and signed by or on behalf of all owners.

Specific Requirements

1. PROVIDE EVIDENCE OF THE PURCHASE PRICE OR THE AMOUNT OF ANY MORTGAGE TO BE INSURED AND IDENTIFY ANY PROPOSED INSURED. ONCE A PROPOSED INSURED HAS BEEN IDENTIFIED, ADDITIONAL REQUIREMENTS AND EXCEPTIONS MAY BE MADE.

Schedule B – Section II EXCEPTIONS

Commitment No.: NU493026

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

Defects, liens encumbrances adverse claims or 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 estate or interest or mortgage thereon covered by this Commitment.

General Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction:

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

Specific Exceptions

1. Omit.
2. Easement(s) as disclosed by the recorded plat.
3. Water Line Easement in favor of City of Hodgenville and the Covenants, Conditions and Restrictions contained in instrument recorded in Deed Book 75, page 54.
4. Utility Easement Agreement in favor of Kentucky Utilities Company and the Covenants, Conditions and Restrictions contained in instrument recorded in Deed Book 142, page 79.
5. Terms and Conditions contained in Cross-Easement Agreement as disclosed by instrument recorded in Deed Book 173, page 103.
6. Terms and Conditions contained in Declaration as disclosed by instrument recorded in Miscellaneous Book 2, page 711.
7. Rights of tenants, if any, under any unrecorded leases.
8. All Taxes paid through 2004
2005 County Real Estate Taxes paid in the amount of \$12,136.81 (Bill #4858) (Face amount \$12,384.50)
2005 County Tangible Taxes paid in the amount of \$8,782.94 (Bill #4859) (Face amount \$8,962.18)
2005 City Real Estate Taxes paid in the amount of \$1,585.84 (Bill #822) (Face amount \$1,618.20)
2005 City Tangible Taxes paid in the amount of \$1,173.49 (Bill #823) (Face amount \$1,197.44)
Tax Item No. 029-03-01-001.07.

NOTE: If subject property is connected to public/community water or sewer, furnish a copy of the current bill to Metropolitan Title Company showing that all charges have been paid to date or the Policy to be issued will include an exception on Schedule B for water and sewer charges which became a lien prior to the date of the Policy.

EXHIBIT A
LEGAL DESCRIPTION

File No.: NU493026

The land referred to in this Commitment, situated in the County of LaRue, State of Kentucky, is described as follows:

~~Lot 2B of the Amended Recorded Plat of ROYALL CENTRE SUBDIVISION Lot 2, recorded in Plat Cabinet 2, page 125, being a subdivision of Lot 2 of Royall Centre Subdivision, as recorded in Plat Cabinet 215 in the LaRue County Court Clerk's Office~~

~~Being a portion of the property conveyed to Pamida, Inc., a Delaware corporation, by deed dated November 17, 1998, of record in Deed Book 173, page 99, in the Office of the LaRue County Court Clerk.~~

See Legal Description
Attached as Exhibit "A"

EXHIBIT A

Situate in LaRue County, State of KY:

Being Lot 2B of the Amended Record Plat of Royall Centre Subdivision Lot 2, recorded in Plat Cabinet 2, page 125, being a subdivision of Lot 2 of the Royall Centre Subdivision, as recorded in Plat Cabinet 1, Slide 215 in the LaRue County Court Clerk's Office.

Being a portion of the property conveyed to Pamida, Inc., a Delaware corporation, by deed dated November 17, 1998, of record in Deed Book 173, page 99, in the Office of the LaRue County Court Clerk.

Together with non-exclusive easements created by Cross-Easement Agreement recorded in Deed Book 173, page 103.

Tax I.D # (029-03-01-001-07)

Commitment for Title Insurance

FIRST AMERICAN TITLE INSURANCE COMPANY.

We agree to issue a policy to you according to the terms of this 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 Requirements in Schedule B-Section I.
- The Exceptions in Schedule B-Section II.
- The Conditions below.

This Commitment is not valid without Schedule A and Sections I and II of Schedule B.

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 statutes where the land is located.

2. Later Defects

The Exceptions in Schedule B - Section II 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 the Requirements (a) and (c) of Schedule B- Section I 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 in Schedule B - Section I OR
- eliminate with our written consent any Exceptions shown in Schedule B - Section II

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.

Issued by: **First American Title Insurance Company** through its agent:

Metropolitan Title Company

10355 Citation Dr.

Brighton, Michigan 48116

Ph: (877)514-6266 or Fax to: (877)514-6265