



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

A handwritten signature in cursive script, appearing to read "Dennis J. Gilmore".

Dennis J. Gilmore
President

A handwritten signature in cursive script, appearing to read "Jeffrey S. Robinson".

Jeffrey S. Robinson
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.



First American Title Insurance Company

ALTA Commitment Schedule A

Revision Info: Amendment No. 1

Reference: ShopKo

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

Highway 231 South, RR 6
Bloomfield, IN 47424

File No.: NCS-854888IN1-PHX1

1. Effective Date: June 09, 2017

2. Policy or Policies to be issued: Amount:

a. ALTA Owner's Policy

IN: ALTA 2006 Owner's Policy \$1,000.00

Proposed Insured:

To Be Furnished

b. ALTA Loan Policy

IN: ALTA 2006 Loan Policy \$1,000.00

Proposed Insured:

To Be Furnished

3. The estate or interest in the title described or referred to in this commitment and covered herein is Fee Simple and Easement and title to the estate or interest in said land is at the effective date hereof vested in:

Spirit SPE Portfolio 2006-3, LLC, a Delaware limited liability company F/K/A Pamida Spe Real Estate, LLC, by virtue of deed recorded as instrument [20060000777](#) and Certificate of Amendment recorded as instrument [200600003376](#)

4. The land referred to in this Commitment is described as follows:

THAT PORTION OF THE SOUTH 1/2 OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 5 WEST OF THE SECOND PRINCIPAL MERIDIAN, TOWN OF BLOOMFIELD, RICHLAND TOWNSHIP, GREENE COUNTY, INDIANA; BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION, WHICH IS MONUMENTED BY A 1/2-INCH REBAR FOUND FLUSH IN THE APPROXIMATE CENTER OF FURNACE ROAD (COUNTY ROAD 50 SOUTH); THENCE, ALONG THE WEST LINE OF SAID 1/4 LINE SECTION, SOUTH 00 DEGREES 25 MINUTES 52 SECONDS WEST 212.48 FEET; THENCE SOUTH 87 DEGREES 56 MINUTES 17 SECONDS EAST 544.72 FEET TO A RAILROAD SPIKE FOUND FLUSH IN THE APPROXIMATE CENTER OF FURNACE ROAD; THENCE SOUTH 00 DEGREES 35 MINUTES 31 SECONDS EAST 226.99 FEET TO A 1/2 INCH REBAR FOUND FLUSH AT THE NORTHEAST CORNER OF THE 5.44 ACRE TRACT DESCRIBED IN DEED (ALSO SHOWN ON A PLAT OF SURVEY) TO PAMIDA, INC. ON JUNE 9, 1999 IN DEED [BOOK 305, PAGE 857](#) IN THE OFFICE OF THE RECORDER OF GREENE COUNTY, INDIANA AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 00 DEGREES 35 MINUTES 31 SECONDS EAST, PASSING A 5/8 INCH REBAR FOUND FLUSH AT 355.65 FEET WITH A SURVEY CAP INSCRIBED: "BLEDSOE TAPP PC 50920004", 390.02 FEET IN ALL TO A 1/2 INCH REBAR FOUND FLUSH WITH A SURVEY CAP INSCRIBED "HDC ENG" AT THE SOUTHEAST CORNER OF SAID 5.44 ACRE TRACT; THENCE ALONG THE SOUTHERN BOUNDARY OF SAID 5.44 ACRE TRACT THE FOLLOWING FOUR (4) COURSES: (1) NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST 290.33 FEET TO A 1/2 INCH REBAR FOUND FLUSH WITH A SURVEY CAP INSCRIBED "HDC ENG", (2) NORTH 29 DEGREES 42 MINUTES 46 SECONDS WEST 159.44 FEET TO A 5/8 INCH REBAR FOUND FLUSH; (3) SOUTH 69 DEGREES 33 MINUTES 31 SECONDS WEST 118.91 FEET TO A 5/8 INCH REBAR FOUND FLUSH WITH A SURVEY CAP INSCRIBED "BLEDSOE TAPP PC 50920004" AND (4) SOUTH 65 DEGREES 08 MINUTES 04 SECONDS WEST 132.59 FEET TO A 5/8 INCH REBAR SET FLUSH WITH A SURVEY CAP INSCRIBED "D.L. HELMS PLS 29600022"; THENCE NORTH 25 DEGREES 34 MINUTES 08 SECONDS WEST 142.37 FEET TO A 5/8 INCH REBAR SET FLUSH WITH A SURVEY CAP INSCRIBED "D.L. HELMS PLS 29600022" ON THE NORTHERN BOUNDARY OF SAID 5.44 ACRE TRACT; THENCE ALONG THE NORTHERN BOUNDARY OF SAID 5.44 ACRE TRACT THE FOLLOWING THREE (3) COURSES: (1) NORTH 71 DEGREES 38 MINUTES 42 SECONDS EAST 129.31 FEET TO A 5/8 INCH REBAR FOUND FLUSH WITH A SURVEY CAP INSCRIBED "BLEDSOE TAPP PC 50920004"; (2) NORTH 04 DEGREES 06 MINUTES 04 SECONDS WEST 180.10 FEET TO A 1/2 INCH REBAR FOUND FLUSH WITH A SURVEY CAP INSCRIBED "HDC ENG" AND (3) NORTH 89 DEGREES 59 MINUTES 58 SECONDS EAST 548.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS CREATED BY THAT CERTAIN CROSS-EASEMENT AGREEMENT, RECORDED IN [BOOK 305, PAGE 863](#).

THIS COMMITMENT IS VALID ONLY IF SCHEDULE B IS ATTACHED.

**ALTA Commitment
Schedule B**

File No.: NCS-854888IN1-PHX1

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.

THIS COMMITMENT OR FORECLOSURE GUARANTY COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE. LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED(S) ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.

REQUIREMENTS

The following requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed.
4. 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 exception.
5. You must file a Disclosure of Sales Information form prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. This Commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy Amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
7. Vendor's (sale) or Mortgagor's (refinance) Affidavit to be executed at the closing.
8. NEW CONSTRUCTION : You must advise us if construction has taken place on the property within the past ninety (90) days, or construction is being contemplated or will occur on the property - additional information will be required before waiving or adding construction related coverages.
9. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmation statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law ." See Indiana Code 36-2-11-15.
10. By virtue of IC 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with closings occurring on or after July 1, 2006.

11. **Note:** Effective July 1, 2009, HEA 1374 (enacting Indiana Code 27-7-3.7) requires Good Funds for real estate transactions. Funds received from any party to the transaction in an amount of \$10,000 or more must be in the form of an irrevocable wire transfer. Funds received from any party in an amount less than \$10,000 may be in the form of irrevocable wire transfer, cashier's check, certified check, check drawn on the escrow account of another closing agent, or check drawn on the trust account of a licensed real estate broker. Personal checks may be accepted, provided the amount does not exceed \$500.
12. **Note:** Effective July 1, 2013, Senate Enrolled Act 370 (P.L. 80-2013) requires title insurance companies to charge a fee for closing protection letters in real estate transactions in which the title insurance company or its authorized agent acts as the settlement agent. In residential transactions, the closing protection letters are mandatory and must be issued to each party. In commercial transactions, closing protection letters are available upon request, but are not mandatory. First American Title Insurance Company's fee for closing protection letters is \$25 for a seller's letter, \$25 for a buyer's or borrower's letter, and \$25 for a lender's letter.
13. You must supply the Company with the written approval from the Office of the County Auditor and from appropriate Planning/Zoning Department when the transaction being insured will create a split/change of the current tax parcel legal description. The approval should state if prior to the deed being accepted for recording and for transfer of tax ownership whether any other action must be completed to the satisfaction of the governmental entity. The Company reserves the right to make further requirements and/or exceptions based on examination of the same.
14. Submit to the Company documentary evidence issued by the appropriate office in its state of domicile that Spirit SPE Portfolio 2006-3, LLC, a Delaware limited liability company is a duly registered legal entity in good standing.
15. Submit to the Company the Operating Agreement, including any amendments thereto, of Spirit SPE Portfolio 2006-3, LLC, a Delaware limited liability company, and the Certificate from the appropriate office in its state of domicile evidencing proper filing of the Articles of Organization.

The above must be submitted to the Company for review before closing. The Company reserves the right to make further requirements and/or exceptions based upon examination of same.
16. If the Articles of Organization do not appoint a Manager, we require a resolution signed by all members approving the execution of the Limited Liability Company Warranty Deed and appointing an individual to sign the Limited Liability Company Warranty Deed.
17. The tax records do not reflect the record title holders change of name from old Entity name to new Entity name. Said change should be reflected on the tax records and this commitment is subject thereto.

**ALTA Commitment
Schedule B**

File No.: NCS-854888IN1-PHX1

This commitment, and policy when issued, does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

EXCEPTIONS FROM COVERAGE

Part One:

1. Right 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. Any encroachments, encumbrance, violation, variation or adverse circumstance affecting title that would be disclosed by an accurate and complete survey of the land pursuant to the ALTA/NSPS land title survey standards for commercial/industrial property.
4. Any lien, or right to 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, if any, not shown as existing liens by the public records.
6. Loss or damage by reason of there being recorded in the public records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.

Part Two:

1. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 13 , 2017 :

Assessed in the name of: Pamida SPE Real Estate LLC
Parcel No.: 28-08-26-000-018.001-025 (4.33 Acres)
Taxing Unit and Code: 025-Bloomfield
Land: \$77,900.00
Improvements: \$721,700.00
Exemptions: \$0.00
First installment of : \$9,804.70 paid
Second installment of : \$9,804.70 unpaid

a. 2017 Solid Waste Assessment to be paid with Real Estate Taxes: 1st installment in the amount of \$6.00, paid. 2nd installment in the amount of \$6.00, unpaid.

(Affects Portion of the land)
2. Real estate taxes assessed for the year 2016 are a lien and are due in two installments payable May 10 and November 13 , 2017 :

Assessed in the name of: Pamida SPE Real Estate, LLC
Parcel No.: 28-08-26-000-019.004-025 (1.11 Acres)
Taxing Unit and Code: 025-Bloomfield
Land: \$20,000.00 total
Improvements: \$0.00
Exemptions: \$0.00
First installment of : \$245.24 paid
Second installment of : \$245.24 paid

(Affects Reminder of the land)
3. Real Estate Taxes for the year(s) 2017, (payable 2018) are a lien but not yet due and payable.
4. This item has been intentionally deleted.
5. Terms and Conditions contained in Cross-Easement Agreement as disclosed by instrument recorded in [Book 305, page 863](#).
6. Assignment and Assumption of Operating Agreements dated January 27, 2006 recorded February 07, 2006 as document no. [200600000778](#) made by and between Pamida, Inc., a Delaware corporation to Pamida SPE Real Estate, LLC, a Delaware limited liability company and the terms and conditions therein.
7. Rights of the Public, the State of Indiana and the Municipality in and to that part of the land, if any, taken and used for road purposes, including utility rights of way.
8. Rights of way for drainage tiles, ditches, feeders and laterals, if any.

9. The acreage stated in the legal description of the land is for description purposes only. The quantity of the land is not insured.

10. Minerals or mineral rights or any other subsurface substances (including, without limitations, oil, gas and coal) and all rights incidents thereto, now or previously leased, granted, excepted or reserved.

11. Existing unrecorded leases, if any, and rights of all parties claiming thereunder.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

End of Schedule B

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We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

RECEIVED FOR RECORD
AT 3:45 O'CLOCK P.M.
RECORDED IN RECORD No. 305
PAGE 863 - 872

Instrument 3422
Book 305 Page 863-

JUN 9 1999

INDEXED

Rae Della Cravina

RECORDER GREENE COUNTY (Place Above This Line For Recording Data)

CROSS-EASEMENT AGREEMENT

This Cross-Easement Agreement is made and entered into this 8th day of June, 1999, by and between Pamida, Inc., a Delaware corporation, hereafter referred to as "Pamida" and SouthWestern Acceptance Corporation, an Indiana corporation, hereinafter referred to as "SWAC".

WITNESSETH:

WHEREAS, Pamida is the owner in fee of the real estate described in Exhibit "1" attached hereto and by this reference incorporated herein, which real estate shall hereinafter be referred to as the "Pamida Land"; and

WHEREAS, SWAC is the owner of the real estate described in Exhibit "2" attached hereto and by this reference incorporated herein, which real estate hereafter collectively is referred to as the "SWAC Land".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SWAC hereby grants to Pamida and all present and future tenants, licensees and occupants of the Pamida Land, or any portion thereof, and its respective employees, customers, licensees and invitees, a non-exclusive perpetual easement to use, free of charge, any and all parking areas, driveways, walkways, entrances and exits which are now or hereafter may be located on the SWAC Land or any portion thereof, including, without limitation, the entrance to the SWAC Land from Highway 231 as shown on the survey attached hereto as Exhibit "3" and incorporated herein by reference, subject to such reasonable and uniformly adopted rules and regulations as SWAC may establish from time to time with respect to such use.
2. Pamida hereby grants to SWAC and all present and future tenants, licensees and occupants of the SWAC Land, or any portion thereof, and its respective employees, customers, licensees and invitees, a non-exclusive perpetual easement to use, free of charge, any and all parking areas, driveways, walkways, entrances and exits which are now or hereafter may be located on the Pamida Land or any portion thereof, subject to such reasonable and uniformly adopted rules and regulations as Pamida may establish from time to time with respect to such use.
3. SWAC shall maintain and keep in good repair, free and clear of ice, snow, rubbish, debris and obstructions of every kind, the parking areas, driveways, walkways, entrances and exits from time to time located upon the SWAC Land, and shall provide and maintain adequate drainage and lighting thereon. Pamida agrees that the parking areas, driveways and walkways it will construct on the Pamida Land will meet at equal grades with such parking areas, driveways and walkways currently existing on the SWAC Land; and no obstruction shall be placed, erected or permitted upon either the Pamida Land or the SWAC Land which will in any way interfere with any rights granted in this Agreement.
4. This Agreement shall continue in force perpetually unless and until the then owners of each parcel shall agree to terminate the provisions hereof.
5. The parties further agree that either shall be entitled to extend utility lines across the land of the other provided that such utility lines do not unreasonably interfere with the use of the land by the other

JMP/158347.3

NO TRANSFER NECESSARY
SUE McDONALD
GREENE CO. AUDITOR
DATE 6-9-99

and, further, that all damage to the surface of the other's land shall be repaired by the party causing such utility lines to be put in place. For purposes of this Agreement, utility lines shall include lines for telephone, gas, electrical service, storm and sanitary sewer, and data transmission lines. No such utility lines to be installed shall unreasonably interfere with the placement of buildings nor shall the placement of utilities otherwise serve to unreasonably interfere with the conduct of business on the other party's property. The easements granted herein shall further extend to the maintenance of such utility lines provided that all surface damage shall be repaired immediately upon the repair of such utility lines. Notwithstanding the foregoing provisions of this paragraph, each party agrees that it will install utilities only within the boundaries of existing utility easements heretofore granted to utility service providers if at all possible.

6. SWAC agrees that neither it nor its successors, beneficiaries, transferees and assigns shall lease, sell or otherwise convey or transfer any of the SWAC Land to any business, individual, partnership, corporation or other business entity, which operates a business, or intends to operate a business, from such SWAC Land in competition with the business Pamida will conduct on the Pamida Land. For purposes of this Agreement, competition, competing, or operating a competing business, shall mean and include, but not be limited to, the operation of a variety store, variety discount store, discount department store, junior department store, dollar store, discount clothing store including "one price" type stores, off-price clothing stores, closing outlet store, liquidation or closeout store, thrift store, pharmacy or any store similar to Pamida's in operation or merchandising. SWAC agrees to execute any instrument reasonably required by Pamida to give further effect to this Paragraph 5 and to put this restriction in any deed or lease conveying any interest in any SWAC Land to any purchaser, lessee or other transferee of such SWAC Land.

7. SWAC hereby grants to Pamida, and Pamida's employees, agents, contractors and representatives, an easement to enter the SWAC Land along with their machinery and equipment for the purpose of constructing an asphalt parking lot of not more than 19,500 square feet on the SWAC Land at the location shown as the New Asphalt Parking Lot on the site plan attached as Exhibit B and to move the sewer and water lines as shown on the site plan attached as Exhibit B. SWAC agrees, at its expense, to survey, clear of all improvements, vegetation and other obstructions and stake the area on which the New Asphalt Parking Lot is to be constructed. Pamida shall not be obligated to construct the New Asphalt Parking Lot if the site thereof is not suitable for the construction of a parking lot or is not staked and cleared of all improvements, vegetation and other obstructions or is not otherwise ready to be constructed. SWAC further grants Pamida, and Pamida's employees, agents, contractors and representatives, an easement to park and store their machinery and equipment and materials on the SWAC Land in the area of the New Asphalt Parking Lot during the construction of the New Asphalt Parking Lot.

8. The easements hereby granted and the agreements contained herein shall be easements and covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, lessees and assigns, including but not limited to all subsequent owners of the Pamida Land and the SWAC Land and all persons claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have executed this Cross-Easement Agreement as of the day and year first above written.

PAMIDA, INC., a Delaware corporation

By: [Signature]

Title: EXEC. V.P. & C.O.O.

And: [Signature]

Title: V.P. Real Estate

SOUTHWESTERN ACCEPTANCE CORPORATION, an Indiana corporation


By: [Signature]

Title: pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing Cross-Easement Agreement was acknowledged to before me this 8th day of June, 1999 by Frank A. Wickburn and Robert A. Ellison, the Exec. V.P. & C.O.O. and V.P. Real Estate, respectively of Pamida, Inc., a Delaware corporation, on behalf of such corporation.

My Commission Expires: 11-1-99

[Signature]
Notary Public


STATE OF INDIANA)
) ss.
COUNTY OF GREENE)

The above and foregoing Cross-Easement Agreement was acknowledged to before me this 9 day of June, 1999 by Laverne Rollison, the President of South Western Acceptance Corporation, an Indiana corporation, on behalf of such corporation.

My Commission Expires: 8/25/2001

[Signature]
Notary Public VIKKI L. ZOH...



EXHIBIT 1
(Legal Description of the Pamida Land)

LEGAL DESCRIPTION

A part of the South half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter, 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spike; thence South 00 degrees 35 minutes 31 seconds East, 226.99 feet to an iron rod for the True Point of Beginning; thence continuing South 00 degrees 35 minutes 31 seconds East, 390.02 feet to an iron rod; thence North 89 degrees 59 minutes 50 seconds West, 290.33 feet; thence North 29 degrees 42 minutes 46 seconds West, 159.44 feet to a 5/8 inch rebar; thence South 69 degrees 33 minutes 31 seconds West, 118.91 feet to a 5/8 inch rebar; thence South 65 degrees 08 minutes 04 seconds West, 381.86 feet to a P.K. nail on the East right-of-way of U. S. Highway 231; thence along said right-of-way North 13 degrees 22 minutes 03 seconds West, 170.15 feet to a 5/8 inch rebar; thence North 71 degrees 38 minutes 42 seconds East, 344.30 feet to a 5/8 inch rebar; thence North 04 degrees 06 minutes 04 seconds West, 180.10 feet to an iron rod; thence North 89 degrees 59 minutes 58 seconds East, 548.64 feet to the True Point of Beginning, encompassing 5.44 acres, more or less.

BOOK 305 PAGE 867

EXHIBIT 2
(Legal Description of the SWAC Land)

EXHIBIT 2

PARCEL 1

A part of the South Half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter, 212.48 feet to the point of beginning; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spike; thence South 00 degrees 35 minutes 31 seconds East, 226.99 feet to an iron rod; thence South 89 degrees 59 minutes 58 seconds West, 548.64 feet to an iron rod; thence North 04 degrees 06 minutes 04 seconds West, 247.93 feet to a PK nail; thence South 87 degrees 56 minutes 17 seconds East 19.68 feet to the point of beginning, encompassing 3.03 acres more or less.

PARCEL 2

A part of the South Half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26 thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spoke; thence South 00 degrees 35 minutes 31 seconds East 617.01 feet to the point of beginning; thence continue South 00 degrees 35 minutes 31 seconds East, 95.64 feet to the centerline of Richland Creek; thence South 88 degrees 09 minutes 12 seconds West, along said centerline, 34.98 feet; thence South 69 degrees 54 minutes 49 seconds West, along said centerline, 88.96 feet; thence South 55 degrees 54 minutes 52 seconds West, along said centerline, 87.23 feet; thence North 29 degrees 42 minutes 46 seconds West, 202.89 feet to an iron rod; thence South 89 degrees 59 minutes 50 seconds East, 290.33 feet to the point of beginning, encompassing .75 acres more or less.

BOOK 305 PAGE 868

EXHIBIT 3
(Survey)

Jmp/158347.3

ALTA / ACSM LAND TITLE SURVEY

PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 5 WEST
RICHLAND TOWNSHIP, GREENE COUNTY, INDIANA

CERTIFICATION

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA
HEREBY STATES TO:

PAMIDA, INC.
COMMONWEALTH LAND TITLE INSURANCE COMPANY
MOONAW ABSTRACT CORPORATION

THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "MINIMUM
STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS"
-ORIGINALLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1997 AND
-WHICH INCLUDES ITEMS 1, 2, 3, 11(C) & (D) - PERTINENT AND PURSUANT TO THE
-ACCURACY STANDARDS OF AN ALTA SURVEY.

BOOK 305 PAGE 869

[Signature]
DAVID M. PHILLIPS
INDIANA LAND SURVEYOR 50242



LEGAL DESCRIPTION

A part of the South half of Section 26, Township 7 North, Range 5 West, Greene
County, Indiana, more particularly described as follows:

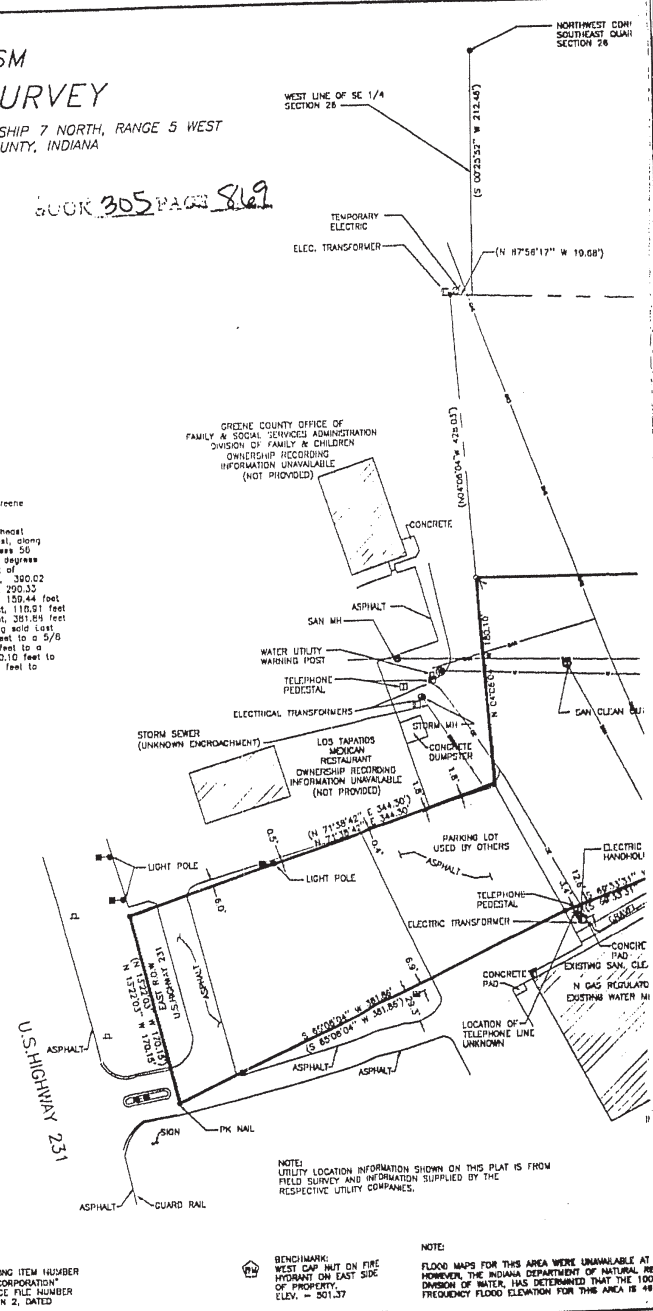
Commencing at a 5/8 inch iron rod marking the Northwest corner of the Southeast
Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along
the West line of said Southeast Quarter, 212.40 feet; thence South 07 degrees 50
minutes 17 seconds East, 344.72 feet to a railroad spike; thence South 00 degrees
25 minutes 31 seconds East, 228.99 feet to an iron rod for the True Point of
Beginning; thence continuing South 00 degrees 25 minutes 50 seconds West, 290.33
feet to an iron rod; thence North 89 degrees 35 minutes 31 seconds East, 390.02
feet to an iron rod; thence North 29 degrees 42 minutes 46 seconds West, 150.44 feet
to a 5/8 inch rebar; thence South 09 degrees 31 minutes 31 seconds West, 110.01 feet
to a 5/8 inch rebar; thence South 05 degrees 08 minutes 04 seconds West, 301.84 feet
to a P.K. nail on the East right-of-way of U.S. Highway 231; thence along said East
right-of-way line North 13 degrees 22 minutes 03 seconds West, 170.15 feet to a 5/8
inch rebar; thence North 71 degrees 36 minutes 42 seconds East, 344.30 feet to a
5/8 inch rebar; thence North 04 degrees 06 minutes 04 seconds West, 100.10 feet to
an iron rod; thence North 09 degrees 50 minutes 58 seconds East, 548.04 feet to
the True Point of Beginning, encompassing 5.44 acres, more or less.

LEGEND

- RAILROAD SPIKE FOUND
- IRON ROD SET
- IRON ROD FOUND
- P.K. NAIL FOUND
- ⊕ POWER POLE
- GUY WIRE
- ⊙ LIGHT POLE
- ⊕ ELECTRICAL TRANSFORMER
- ⊕ MAIL BOX
- ⊕ WATER VALVE
- ⊕ WATER METER
- ⊕ FIRE HYDRANT
- ⊕ SANITARY MANHOLE
- ⊕ SANITARY CLEAN OUT
- ⊕ STORM INLET
- ⊕ STORM MANHOLE
- ⊕ SIGN
- ⊕ TELEPHONE PEDESTAL
- ⊕ SHRUB
- ⊕ DECIDUOUS TREE
- ⊕ CONIFEROUS TREE
- ELECTRIC LINE
- GAS LINE
- STORM LINE
- TREE LINE
- DIMENSION OF RECORD
- DIMENSION AS MEASURED

(N 80°00'00" E 100.00')
(N 80°00'00" E 100.00')

THIS DENOTES THE CORRESPONDING ITEM NUMBER
FROM THE "MOONAW ABSTRACT CORPORATION"
COMMITMENT FOR TITLE INSURANCE FILE NUMBER
822-2425, SCHEDULE B, SECTION 2, DATED
FEBRUARY 18, 1999



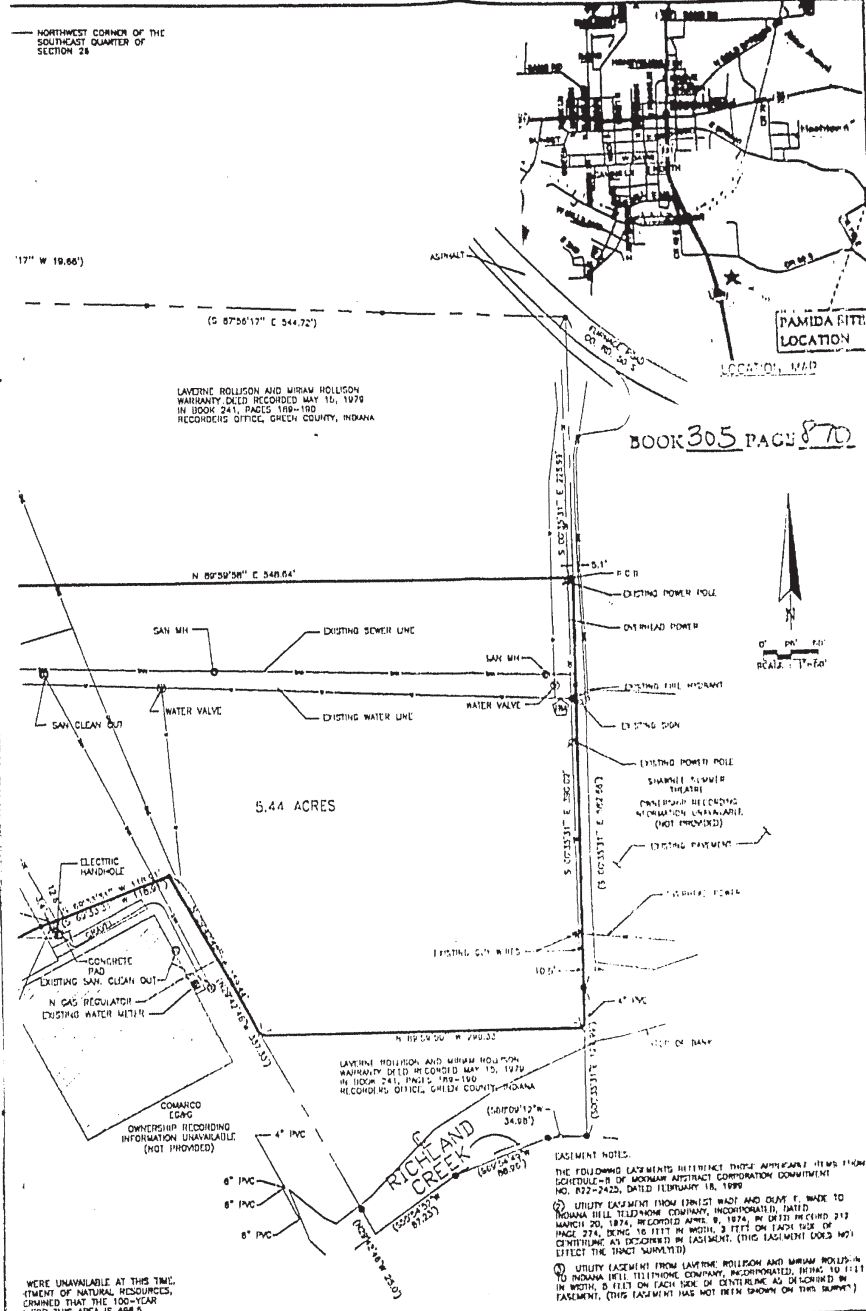
GREENE COUNTY OFFICE OF
FAMILY & SOCIAL SERVICES ADMINISTRATION
DIVISION OF FAMILY & CHILDREN
OWNERSHIP RECORDING
INFORMATION UNAVAILABLE
(NOT PROVIDED)

LOS TAPATOS
MEXICAN
RESTAURANT
OWNERSHIP RECORDING
INFORMATION UNAVAILABLE
(NOT PROVIDED)

NOTE:
UTILITY LOCATION INFORMATION SHOWN ON THIS PLAT IS FROM
FIELD SURVEY AND INFORMATION SUPPLIED BY THE
RESPECTIVE UTILITY COMPANIES.

⊕ BENCHMARK
WEST CAP UNIT ON FIRE
HYDRANT ON EAST SIDE
OF PROPERTY.
ELEV. = 501.37

NOTE:
FLOOD MAPS FOR THIS AREA WERE UNAVAILABLE AT
THE TIME OF THIS SURVEY. HOWEVER, THE INDIANA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER HAS DETERMINED THAT THE 100-
FREQUENCY FLOOD ELEVATION FOR THIS AREA IS 49'



ALTA SURVEY
 PAMIDA SITE
 BLOOMFIELD, INDIANA

PROJECT NO.	DATE	SCALE	STATUS
100000000	3/1/00	AS SHOWN	FINAL

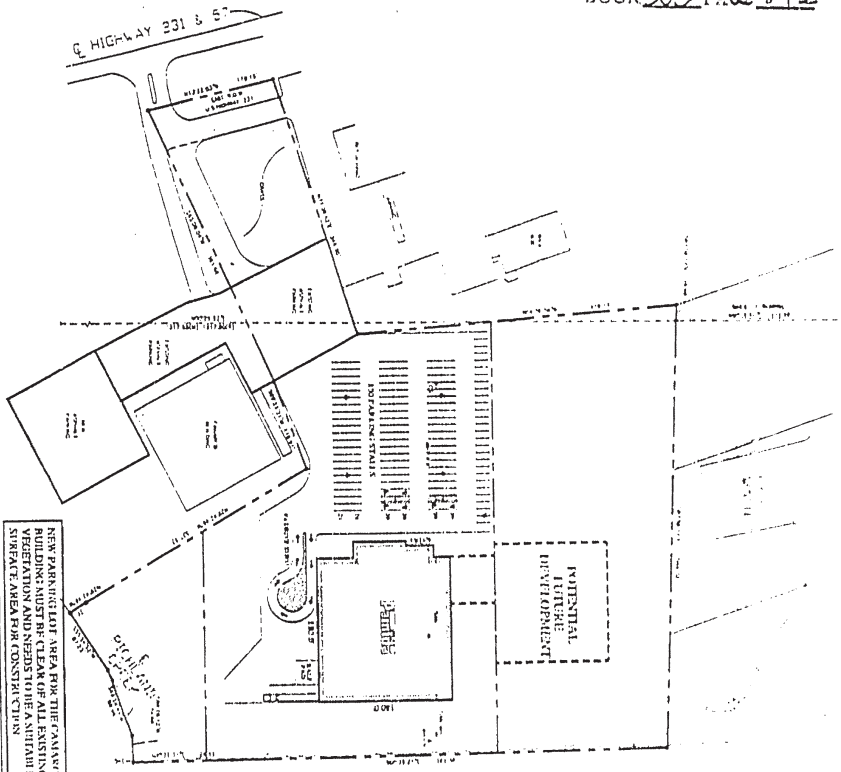
BOOK 305 PAGE 771

EXHIBIT B
(Site Plan)

Jmp/158347.3

Exhibit B

BOOK 305 PAGE 872



NEW PARKING LOT AREA FOR THE CANASO BUILDING MUST BE CLEAR OF ALL EXISTING VEGETATION AND NEEDS TO BE A SUITABLE SURFACE AREA FOR CONSTRUCTION

POTENTIAL FUTURE DEVELOPMENT

STOBE PLANNING DIVISION OF A/E/T
 2575 W. 10th St.
 Bloomington, IN 47403
 (317) 344-1111

TOTAL AREA: 9.21 ACRES
 PARKING AREA: 5.44 ACRES
 LOT AREA: 102 ACRES
 LOT AREA: 0.75 ACRES

DATE: 5-14-80 DRAWN BY: [Signature] CHECKED BY: [Signature] APPROVED BY: [Signature]	Parsons	BLOOMFIELD, INDIANA PRELIMINARY SITE LAYOUT 35K PROTO BUILDING	
		PROJECT NO.: 80-01 SHEET NO.: 1 OF 1	SCALE: AS SHOWN DRAWN BY: [Signature]

9/17

3

INDEXED

200600000778
Filed for Record in
GREENE COUNTY, INDIANA
RAE DELLA CRAVENS
02-07-2006 At 02:57 pm.
ASSIGNMENT 20.00
OR Book 59 Page 1287 - 1292

Instrument 200600000778 OR Book Page 59 1287

After Recording Return To:
First American Title Insurance Company
National Commercial Services - Chicago
30 North LaSalle Street - Suite 310
Chicago, IL 60602
Attn: James W. McIntosh



Return To
Metropolitan Title Company
National Services Division
10355 Citation Drive
Brighton, MI 48116
Commercial Unit: (877) 514-6266
Residential Unit: (877) 387-2533

ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS (this "Assignment"), is made as of this 27th day of January 2006, by and between Pamida, Inc., a Delaware corporation ("Assignor"), and Pamida SPE Real Estate, LLC, a Delaware limited liability company, with an address of 700 Pilgrim Way, Green Bay, WI 54304 ("Assignee").

WHEREAS, Assignor owned certain real property located in the City of Bloomfield, County of Greene, State of Indiana, and more particularly described in **Exhibit A** attached hereto (the "Real Property");

WHEREAS, Assignor's interest in the Real Property has been transferred to Assignee pursuant to that certain Quitclaim Deed of even date herewith; and

WHEREAS, Assignor is also assigning to Assignee, all assignable reciprocal easement or operating agreements affecting the Real Property and running in favor of Assignor or the Real Property, and Assignee has agreed to assume the obligations under said reciprocal easement or operating agreements arising from and after the date hereof.

NOW, THEREFORE, in consideration of the foregoing premises, the promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

I. ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS

1.1 Assignment and Assumption. Assignor hereby quitclaims and assigns to Assignee all of Assignor's rights, if any (and only to the extent assignable), under the reciprocal easement or operating agreements set forth on **Exhibit A** hereto (the "Operating Agreements"). Assignee, for the benefit of the other parties to the Operating Agreements, hereby assumes, agrees to be bound by and agrees to perform, all of the obligations of Assignor under the Operating Agreements arising from and after the date hereof. Assignor hereby makes no representations or warranties of any kind or nature whatsoever with respect to the Operating Agreements, whether express or implied, any and all such representations and warranties being expressly disclaimed.

II. BINDING ON SUCCESSORS AND ASSIGNS /

Bloomfield, IN (Store 3120)
PHIL1 656049-2

NU 494823

2.1 Assignor. All the covenants and agreements of Assignor herein contained shall apply to and bind Assignor and Assignor's executors, agents, administrators, representatives, heirs, invitees, successors and assigns.

2.2 Assignee. All the covenants and agreements of Assignee herein contained shall apply to and bind Assignee and Assignee's executors, agents, administrators, personal representatives, heirs, invitees, successors and assigns.

2.3 Use of Term. The term "Assignee" as used in this Assignment shall mean and include Assignee's successors and assigns.

III. MISCELLANEOUS

3.1 Counterparts. This Assignment may be executed in one (1) or more counterparts, all of which together shall constitute a single agreement and each of which shall be an original for all purposes.


3.2 Governing Law. This Assignment shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State in which the Real Property is located.

[Signature Page Follows]

IN WITNESS WHEREOF, this Assignment has been executed by Assignee and Assignor as of the date first above written.

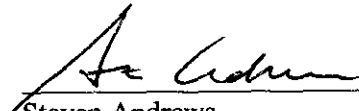
ASSIGNOR:

Pamida, Inc., a Delaware corporation

By: 
Steven Andrews
Senior Vice President

ASSIGNEE:

Pamida SPE Real Estate, LLC, a Delaware limited liability company

By: 
Steven Andrews
Senior Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Steven Andrews, who acknowledged that he, as the Senior Vice President, did execute the foregoing instrument on behalf of Pamida, Inc., a Delaware corporation, and that the same was his free act and deed individually and in his capacity indicated above, and the free act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at this 23 day of January 2006.

Notary Public
Name: *Esperanza Oquendo*
My Commission Expires: *Jan 17, 2007*

ESPERANZA OQUENDO
Notary Public, State of New York
No. 010Q5038073
Qualified in Kings County
Commission Expires Jan. 17, 2007

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Steven Andrews, who acknowledged that he, as the Senior Vice President, did execute the foregoing instrument on behalf of Pamida SPE Real Estate, LLC, a Delaware limited liability company, and that the same was his free act and deed individually and in his capacity indicated above, and the free act and deed of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at this 22 day of January 2006.

Notary Public
Name: *Esperanza Oquendo*
My Commission Expires: *Jan 17, 2007*

ESPERANZA OQUENDO
Notary Public, State of New York
No. 010Q5038073
Qualified in Kings County
Commission Expires Jan. 17, 2007

This instrument was prepared by:

Klehr Harrison Harvey Branzburg & Ellers LLP
260 South Broad Street - 4th Floor
Philadelphia, PA 19102
Attn: Matthew H. Werthman, Esquire

EXHIBIT "A"

TRACT 1

That portion of the South 1/2 of Section 26, Township 7 North, Range 5 West of the Second Principal Meridian, Town of Bloomfield, Richland Township, Greene County, Indiana; being described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of said section, which is monumented by a 1/2-inch rebar found flush in the approximate center of Furnace Road (County Road 50 South); thence, along the West line of said 1/4 line section, South 00 degrees 25 minutes 52 seconds West 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East 544.72 feet to a railroad spike found flush in the approximate center of Furnace Road; thence South 00 degrees 35 minutes 31 seconds East 226.99 feet to a 1/2 inch rebar found flush at the Northeast corner of the 5.44 acre tract described in deed (also shown on a plat of survey) to Pamida, Inc. on June 9, 1999 in Deed Book 305, page 857 in the office of the Recorder of Greene County, Indiana and being the Point of Beginning of this description; thence continuing South 00 degrees 35 minutes 31 seconds East, passing a 5/8 inch rebar found flush at 355.65 feet with a survey cap inscribed: "Bledsoe Tapp PC 50920004", 390.02 feet in all to a 1/2 inch rebar found flush with a survey cap inscribed "HDC ENG" at the Southeast corner of said 5.44 acre tract; thence along the Southern boundary of said 5.44 acre tract the following four (4) courses: (1) North 89 degrees 59 minutes 50 seconds West 290.33 feet to a 1/2 inch rebar found flush with a survey cap inscribed "HDC ENG", (2) North 29 degrees 42 minutes 46 seconds West 159.44 feet to a 5/8 inch rebar found flush; (3) South 69 degrees 33 minutes 31 seconds West 118.91 feet to a 5/8 inch rebar found flush with a survey cap inscribed "Bledsoe Tapp PC 50920004" and (4) South 65 degrees 08 minutes 04 seconds West 132.59 feet to a 5/8 inch rebar set flush with a survey cap inscribed "D.L. Helms PLS 29600022"; thence North 25 degrees 34 minutes 08 seconds West 142.37 feet to a 5/8 inch rebar set flush with a survey cap inscribed " D.L. Helms PLS 29600022" on the Northern boundary of said 5.44 acre tract; thence along the Northern boundary of said 5.44 acre tract the following three (3) courses: (1) North 71 degrees 38 minutes 42 seconds East 129.31 feet to a 5/8 inch rebar found flush with a survey cap inscribed "Bledsoe Tapp PC 50920004"; (2) North 04 degrees 06 minutes 04 seconds West 180.10 feet to a 1/2 inch rebar found flush with a survey cap inscribed "HDC ENG" and (3) North 89 degrees 59 minutes 58 seconds East 548.65 feet to the point of beginning.

Together with the non-exclusive easements created by that certain Cross-Easement Agreement, recorded in Book 305, Page 863.

Tax Parcel No. 025-01427-00; Tax Parcel No. 025-01443-00

Prescribed by the
State Board of Accounts
(2005)

County Form 170

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

Matthew H. Werthman
Printed Name of Declarant

RECEIVED FOR RECORD
AT 3:45 O'CLOCK P.M.
RECORDED IN RECORD No. 305
PAGE 857-862

JUN 09 1999

Instrument 3421
Book 305 Page 857

Rae Della Cravina
RECORDER GREENE COUNTY

INDEXED

Grantees mailing address:

Pamida, Inc.
8800 F Street, Box 3856
Omaha, NE 68103

#3422 Jon Cross
Ease Agree see BK
305 p 863-872
6-9-99

Tax information:

Grantee assumes and agrees to
pay taxes for the Spring
installment due in 2000
and all due thereafter.

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH, that SOUTHWESTERN ACCEPTANCE CORP., an Indiana Corporation, organized and existing under the laws of the State of Indiana, Grantor, CONVEYS AND WARRANTS to PAMIDA, INC. of Omaha,

Douglas County, Nebraska, Grantee, for the sum of ONE DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described Real Estate in Greene County, in the State of Indiana, (hereinafter referred to as the "Property"), to wit:

LEGAL DESCRIPTION

A part of the South half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter, 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spike; thence South 00 degrees 35 minutes 31 seconds East, 226.99 feet to an iron rod for the True Point of Beginning; thence continuing South 00 degrees 35 minutes 31 seconds East, 390.02 feet to an iron rod; thence North 89 degrees 59 minutes 50 seconds West, 290.33 feet; thence North 29 degrees 42 minutes 46 seconds West, 159.44 feet to a 5/8 inch rebar; thence South 65 degrees 33 minutes 31 seconds West, 118.91 feet to a 5/8 inch rebar; thence South 65 degrees 08 minutes 04 seconds West, 381.86 feet to a P.K. nail on the East right-of-way of U. S. Highway 231; thence along said right-of-way North 13 degrees 22 minutes 03 seconds West, 170.15 feet to a 5/8 inch rebar; thence North 71 degrees 38 minutes 42 seconds East, 344.30 feet to a 5/8 inch rebar; thence North 04 degrees 06 minutes 04 seconds West, 180.10 feet to an iron rod; thence North 89 degrees 59 minutes 58 seconds East, 548.64 feet to the True Point of Beginning, encompassing 5.44 acres, more or less.

Subject to that certain cross-easement agreement dated June 8, 1999 between Grantor and Grantee affecting the property described in Exhibit A, attached hereto and incorporated herein by reference, and the restrictions contained in Exhibit B, attached hereto and incorporated herein by reference.

DULY ENTERED
FOR TAXATION

Sale of Real Estate

JUN 09 1999

Sue McDonald
AUDITOR GREENE COUNTY

Paid by

Southwestern Acceptance Corp.
Grantor

Date Paid 6-9-99

Amount Paid \$.00

Treasurer's Receipt # 00
Greene County

The undersigned person executing this deed on behalf of the Grantor represents and certifies that he is a duly elected officer of Grantor, by proper resolution of the Board of Directors of Grantor, dated September 30, 1969, appointing LAVERNE ROLLISON president of said Corporation and delegating VIKKI YOHO the responsibility for preparing minutes and authenticating records of the Corporation and as such shall be considered Secretary of the Corporation, and has been fully empowered, by proper resolution of the Board of Directors of Grantor, dated December 5, 1989, to execute and deliver this deed; that the Grantor has full Corporate capacity to convey the Real Estate described herein; that all necessary Corporate action for the making of this conveyance has been taken and done; and that NO INDIANA GROSS INCOME TAX is due as a result of this conveyance. Sub S Corporation, FID #35-1166417.

IN WITNESS WHEREOF, the said Grantor, SOUTHWESTERN ACCEPTANCE CORP., pursuant to the authority of its Board of Directors, has caused the execution hereof by its duly authorized officer, this 7 day of June, 1999.

SOUTHWESTERN ACCEPTANCE CORP.

Laverne Rollison

LAVERNE ROLLISON, PRESIDENT

STATE OF INDIANA)
COUNTY OF GREENE)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named LAVERNE ROLLISON, known to me to be the President of SOUTHWESTERN ACCEPTANCE CORP., an Indiana Corporation, organized and existing under the laws of the State of Indiana, who as such officer, acknowledged the execution of the foregoing instrument of said Corporation for the uses and purposes therein set forth.

WITNESS, my hand and Notarial Seal, this 7 day of June, 1999.

Vikki L. Yoho

VIKKI L. YOHO, Notary Public
County of Residence: Greene



My commission expires:

8/25/2001

This instrument prepared by: SouthWestern Acceptance Corp., R. R. #2, Box 7, Bloomfield, IN 47424, Vikki L. Yoho, Secretary.

EXHIBIT A
EASEMENT DESCRIPTION

BOOK 305 PAGE 859

PARCEL 1

A part of the South Half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter, 212.48 feet to the point of beginning; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spike; thence South 89 degrees 35 minutes 31 seconds East, 226.99 feet to an iron rod; thence South 89 degrees 59 minutes 58 seconds West, 548.64 feet to an iron rod; thence North 04 degrees 06 minutes 04 seconds West, 247.93 feet to a PK nail; thence South 87 degrees 56 minutes 17 seconds East 19.68 feet to the point of beginning, encompassing 3.03 acres more or less.

PARCEL 2

A part of the South Half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26 thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spoke; thence South 00 degrees 35 minutes 31 seconds East 617.01 feet to the point of beginning; thence continue South 00 degrees 35 minutes 31 seconds East, 95.64 feet to the centerline of Richland Creek; thence South 88 degrees 09 minutes 12 seconds West, along said centerline, 34.98 feet; thence South 69 degrees 54 minutes 49 seconds West, along said centerline, 88.96 feet; thence South 55 degrees 54 minutes 52 seconds West, along said centerline, 87.23 feet; thence North 29 degrees 42 minutes 46 seconds West, 202.89 feet to an iron rod; thence South 89 degrees 59 minutes 50 seconds East, 290.33 feet to the point of beginning, encompassing .75 acres more or less.

EXHIBIT B
RESTRICTIONS

BOOK 305 PAGE 860

Restrictions on Use. Purchaser agrees that it will not use or devote more than one thousand (1,000) square feet of shelf space to the sale of convenience store food items in the department store it intends to construct and operate on the Property. Furthermore, Purchaser agrees that it will not sell prescription pharmaceuticals in the department store it intends to construct and operate on the Property; provided, however, that Purchaser may sell prescription pharmaceuticals and otherwise operate a pharmacy in such department store at any time after the earlier to occur of (a) the date that certain Shopping Center Lease Agreement dated October 30, 1981, ("Lease") between Seller, as Landlord, and Revco/CVS (as successor of Hook Drugs, Inc.) or Revco/CVS' successors, as Tenant, expires or terminates for any reason; or (b) Revco/CVS, or the successors of Revco/CVS, abandons the Demised Premises (as such term is defined in the Lease) or ceases to operate a pharmacy thereon.

ALTA / ACSM LAND TITLE SURVEY

BOOK 305 PAGE 861

PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 5 WEST
RICHLAND TOWNSHIP, GREENE COUNTY, INDIANA

CERTIFICATION

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA
HEREBY STATES TO:

PAMDA, INC.
COMMONWEALTH LAND TITLE INSURANCE COMPANY
MIDWAY DISTRICT CORPORATION

THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "MINIMUM
STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS"
JOINTLY ESTABLISHED AND ADOPTED BY ALA AND ACSM IN 1997 AND
INCLUDES ITEMS 1, 2, 4, 11(C) & (D) THEREOF AND PURSUANT TO THE
ACCURACY STANDARDS OF AN URBAN SURVEY.

David M. Philippe
DAVID M. PHILIPPE
INDIANA LAND SURVEYOR 5003 DATE



LEGAL DESCRIPTION

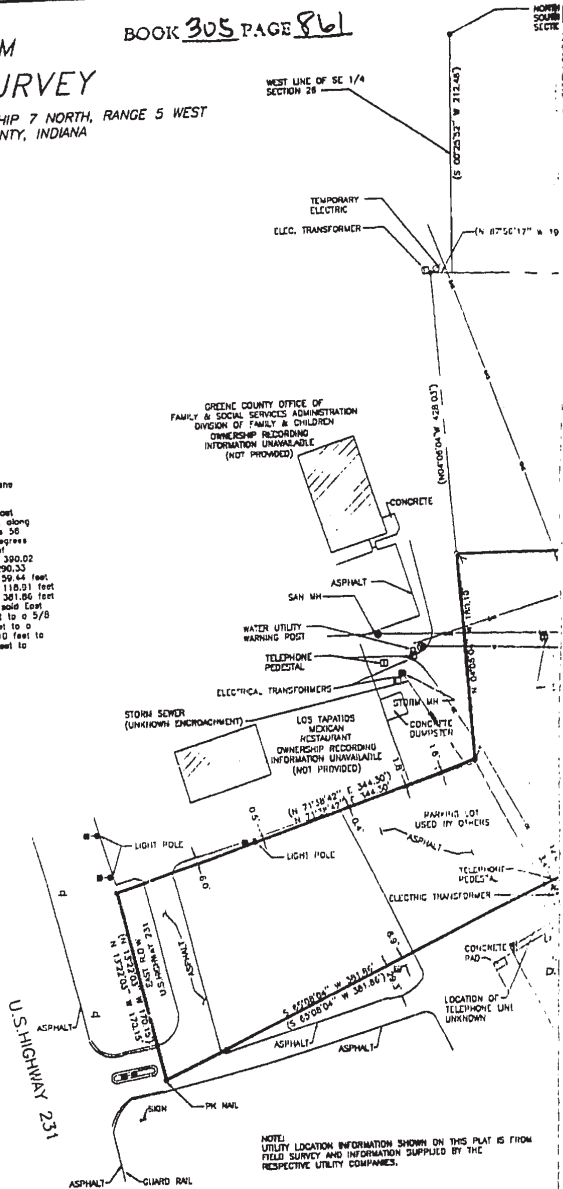
A part of the South half of Section 26, Township 7 North, Range 5 West, Greene
County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast
Quarter of Section 26; thence South 00 degrees 23 minutes 52 seconds West, along
the West line of said Southeast Quarter, 215.40 feet; thence South 87 degrees 56
minutes 17 seconds East, 344.72 feet to a rebar spike; thence South 00 degrees
30 minutes 31 seconds East, 228.90 feet to an iron rod for the True Point of
Beginning; thence continuing South 00 degrees 35 minutes 31 seconds East, 390.02
feet to an iron rod; thence North 89 degrees 59 minutes 50 seconds West, 290.33
feet to an iron rod; thence North 26 degrees 42 minutes 46 seconds West, 150.64 feet
to a 5/8 inch rebar; thence South 80 degrees 22 minutes 31 seconds West, 118.21 feet
to a 5/8 inch rebar; thence South 80 degrees 00 minutes 04 seconds West, 301.86 feet
to a P.K. nail on the East right-of-way of U. S. Highway 231; thence along said East
right-of-way line North 13 degrees 22 minutes 03 seconds West, 170.15 feet to a 5/8
inch rebar; thence North 71 degrees 38 minutes 42 seconds East, 344.30 feet to a
5/8 inch rebar; thence North 04 degrees 06 minutes 04 seconds West, 180.10 feet to a
5/8 inch rebar; thence North 89 degrees 56 minutes 56 seconds East, 348.64 feet to
the True Point of Beginning, encompassing 3.64 acres, more or less.

LEGEND

- TALLCOT SPIKE FOUND
- IRON ROD SET
- IRON ROD FOUND
- PK NAIL FOUND
- POWER POLE
- OUT WIRE
- LIGHT POLE
- ELECTRICAL TRANSFORMER
- WALL LOCK
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SANITARY MANHOLE
- SANITARY CLEAN OUT
- STORM INLET
- STORM MANHOLE
- SIGN
- TELEPHONE PEDESTAL
- SHRUB
- DECIDUOUS TREE
- CONIFEROUS TREE
- ELECTRIC LINE
- GAS LINE
- STORM LINE
- TREE LINE
- DIMENSION OF RECORD
- DIMENSION AS MEASURED

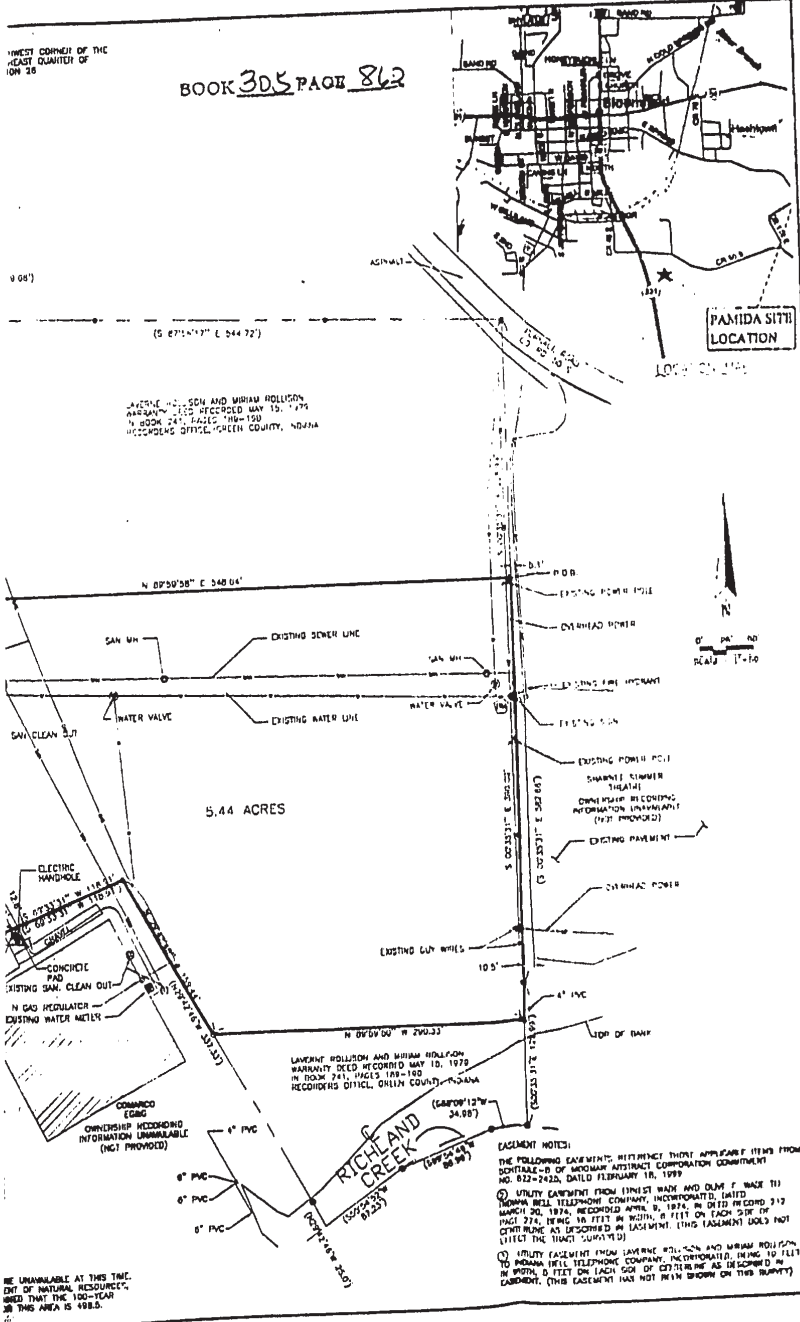
THIS DENOTES THE CORRESPONDING ITEM NUMBER
FROM THE "MIDWAY DISTRICT CORPORATION"
COMMITMENT FOR TITLE INSURANCE FILE NUMBER
822-2462, SCHEDULE II, SECTION 2, DATED
FEBRUARY 18, 1999



NOTE:
UTILITY LOCATION INFORMATION SHOWN ON THIS PLAN IS FROM
FIELD SURVEY AND INFORMATION SUPPLIED BY THE
RESPECTIVE UTILITY COMPANIES.

REMARKS:
WEST CAR NUT ON FIRE
HYDRANT ON EAST SIDE
OF PROPERTY.
ELEV. = 801.37

NOTE:
FLOOD MAPS FOR THIS AREA WERE
OBTAINED FROM THE INDIANA DEPARTMENT
OF WATER. HAS DETERMINED
FREQUENCY FLOOD ELEVATION FOR



WEST CORNER OF THE EAST QUARTER OF SECTION 25

BOOK 305 PAGE 862

PAMIDA SITI LOCATION

JAYSON H. SON AND MIRIAM HOLLISON
 WARRANTY DEED RECORDED MAY 15, 1979
 IN BOOK 241, PAGES 198-199
 RECORDS OFFICE, GREEN COUNTY, INDIANA

5.44 ACRES

LAWRENCE HOLLISON AND MIRIAM HOLLISON
 WARRANTY DEED RECORDED MAY 15, 1979
 IN BOOK 241, PAGES 198-199
 RECORDS OFFICE, GREEN COUNTY, INDIANA

EASEMENT NOTES:
 THE FOLLOWING EASEMENTS REFERENCE TRACT APPRAISAL ITEMS FROM SCHEDULE-B OF SENIORITY ATTORNEY CORPORATION AGREEMENT NO. 022-2424, DATED FEBRUARY 18, 1999.
 (1) UTILITY EASEMENT FROM TRINITY MADE AND DUMP F. WAGE TO INDIANA BELL TELEPHONE COMPANY, INCORPORATED, DATED MARCH 20, 1974, RECORDED APRIL 8, 1974, IN DEED RECORD 212 PAGE 274, BEING 30 FEET IN WIDTH, 6 FEET ON EACH SIDE OF CENTERLINE AS DESCRIBED IN EASEMENT. (THIS EASEMENT DOES NOT LIE WITHIN THE TRACT SURVEYED).
 (2) UTILITY EASEMENT FROM LAWRENCE HOLLISON AND MIRIAM HOLLISON TO INDIANA BELL TELEPHONE COMPANY, INCORPORATED, BEING 10 FEET IN WIDTH, 5 FEET ON EACH SIDE OF CENTERLINE AS DESCRIBED IN EASEMENT. (THIS EASEMENT HAS NOT BEEN SHOWN ON THIS SURVEY).

BE UNAVAILABLE AT THIS TIME. SET OF NATURAL RESOURCES, USED THAT THE 100-YEAR IN THIS AREA IS 4888.



ALTA SURVEY
 PAMIDA SITE
 BLOOMFIELD, INDIANA

PROJECT NO.	DATE
DRAWN BY	CHECKED BY
DATE	DATE
SCALE	SCALE
DATE	DATE

SHEET 1 OF 1

RECEIVED FOR RECORD
AT 3:45 O'CLOCK P.M.
RECORDED IN RECORD No. 305
PAGE 863-872

Instrument 3422
Book 305 Page 863-

JUN 9 1999

INDEXED

Rae Della Cravina

RECORDER GREENE COUNTY

[Space Above This Line For Recording Data]

CROSS-EASEMENT AGREEMENT

This Cross-Easement Agreement is made and entered into this 8th day of June, 1999, by and between Pamida, Inc., a Delaware corporation, hereafter referred to as "Pamida" and SouthWestern Acceptance Corporation, an Indiana corporation, hereinafter referred to as "SWAC".

WITNESSETH:

WHEREAS, Pamida is the owner in fee of the real estate described in Exhibit "1" attached hereto and by this reference incorporated herein, which real estate shall hereinafter be referred to as the "Pamida Land"; and

WHEREAS, SWAC is the owner of the real estate described in Exhibit "2" attached hereto and by this reference incorporated herein, which real estate hereafter collectively is referred to as the "SWAC Land".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. SWAC hereby grants to Pamida and all present and future tenants, licensees and occupants of the Pamida Land, or any portion thereof, and its respective employees, customers, licensees and invitees, a non-exclusive perpetual easement to use, free of charge, any and all parking areas, driveways, walkways, entrances and exits which are now or hereafter may be located on the SWAC Land or any portion thereof, including, without limitation, the entrance to the SWAC Land from Highway 231 as shown on the survey attached hereto as Exhibit "3" and incorporated herein by reference, subject to such reasonable and uniformly adopted rules and regulations as SWAC may establish from time to time with respect to such use.

2. Pamida hereby grants to SWAC and all present and future tenants, licensees and occupants of the SWAC Land, or any portion thereof, and its respective employees, customers, licensees and invitees, a non-exclusive perpetual easement to use, free of charge, any and all parking areas, driveways, walkways, entrances and exits which are now or hereafter may be located on the Pamida Land or any portion thereof, subject to such reasonable and uniformly adopted rules and regulations as Pamida may establish from time to time with respect to such use.

3. SWAC shall maintain and keep in good repair, free and clear of ice, snow, rubbish, debris and obstructions of every kind, the parking areas, driveways, walkways, entrances and exits from time to time located upon the SWAC Land, and shall provide and maintain adequate drainage and lighting thereon. Pamida agrees that the parking areas, driveways and walkways it will construct on the Pamida Land will meet at equal grades with such parking areas, driveways and walkways currently existing on the SWAC Land; and no obstruction shall be placed, erected or permitted upon either the Pamida Land or the SWAC Land which will in any way interfere with any rights granted in this Agreement.

4. This Agreement shall continue in force perpetually unless and until the then owners of each parcel shall agree to terminate the provisions hereof.

5. The parties further agree that either shall be entitled to extend utility lines across the land of the other provided that such utility lines do not unreasonably interfere with the use of the land by the other

JMP/158347.3

NO TRANSFER NECESSARY
SUE McDONALD
GREENE CO. AUDITOR
DATE 6-9-99

and, further, that all damage to the surface of the other's land shall be repaired by the party causing such utility lines to be put in place. For purposes of this Agreement, utility lines shall include lines for telephone, gas, electrical service, storm and sanitary sewer, and data transmission lines. No such utility lines to be installed shall unreasonably interfere with the placement of buildings nor shall the placement of utilities otherwise serve to unreasonably interfere with the conduct of business on the other party's property. The easements granted herein shall further extend to the maintenance of such utility lines provided that all surface damage shall be repaired immediately upon the repair of such utility lines. Notwithstanding the foregoing provisions of this paragraph, each party agrees that it will install utilities only within the boundaries of existing utility easements heretofore granted to utility service providers if at all possible.

6. SWAC agrees that neither it nor its successors, beneficiaries, transferees and assigns shall lease, sell or otherwise convey or transfer any of the SWAC Land to any business, individual, partnership, corporation or other business entity, which operates a business, or intends to operate a business, from such SWAC Land in competition with the business Pamida will conduct on the Pamida Land. For purposes of this Agreement, competition, competing, or operating a competing business, shall mean and include, but not be limited to, the operation of a variety store, variety discount store, discount department store, junior department store, dollar store, discount clothing store including "one price" type stores, off-price clothing stores, closing outlet store, liquidation or closeout store, thrift store, pharmacy or any store similar to Pamida's in operation or merchandising. SWAC agrees to execute any instrument reasonably required by Pamida to give further effect to this Paragraph 5 and to put this restriction in any deed or lease conveying any interest in any SWAC Land to any purchaser, lessee or other transferee of such SWAC Land.

7. SWAC hereby grants to Pamida, and Pamida's employees, agents, contractors and representatives, an easement to enter the SWAC Land along with their machinery and equipment for the purpose of constructing an asphalt parking lot of not more than 19,500 square feet on the SWAC Land at the location shown as the New Asphalt Parking Lot on the site plan attached as Exhibit B and to move the sewer and water lines as shown on the site plan attached as Exhibit B. SWAC agrees, at its expense, to survey, clear of all improvements, vegetation and other obstructions and stake the area on which the New Asphalt Parking Lot is to be constructed. Pamida shall not be obligated to construct the New Asphalt Parking Lot if the site thereof is not suitable for the construction of a parking lot or is not staked and cleared of all improvements, vegetation and other obstructions or is not otherwise ready to be constructed. SWAC further grants Pamida, and Pamida's employees, agents, contractors and representatives, an easement to park and store their machinery and equipment and materials on the SWAC Land in the area of the New Asphalt Parking Lot during the construction of the New Asphalt Parking Lot.

8. The easements hereby granted and the agreements contained herein shall be easements and covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees, lessees and assigns, including but not limited to all subsequent owners of the Pamida Land and the SWAC Land and all persons claiming by, through or under them.

IN WITNESS WHEREOF, the parties hereto have executed this Cross-Easement Agreement as of the day and year first above written.

PAMIDA, INC., a Delaware corporation

By: [Signature]
Title: EXEC. V.P. & C.O.O.

And: [Signature]
Title: V.P. Real Estate

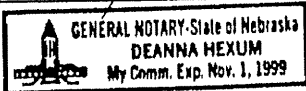
SOUTHWESTERN ACCEPTANCE CORPORATION, an Indiana corporation

By: [Signature]
Title: pres

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing Cross-Easement Agreement was acknowledged to before me this 8th day of June, 1999 by Frank A. Washburn and Robert A. Ellison, the Exec. V.P. & C.O.O. and V.P. Real Estate, respectively of Pamida, Inc., a Delaware corporation, on behalf of such corporation.

My Commission Expires: 11-1-99

[Signature]
Notary Public


STATE OF INDIANA)
) ss.
COUNTY OF GREENE)

The above and foregoing Cross-Easement Agreement was acknowledged to before me this 9 day of June, 1999 by Laverne Rollison, the President of South Western Acceptance Corporation, an Indiana corporation, on behalf of such corporation.

My Commission Expires: 8/25/2001

[Signature]
Notary Public VIKKI L. YOHO

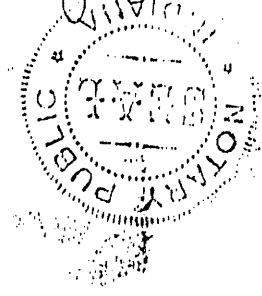


EXHIBIT 1
(Legal Description of the Pamida Land)

LEGAL DESCRIPTION

A part of the South half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter, 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spike; thence South 00 degrees 35 minutes 31 seconds East, 226.99 feet to an iron rod for the True Point of Beginning; thence continuing South 00 degrees 35 minutes 31 seconds East, 390.02 feet to an iron rod; thence North 89 degrees 59 minutes 50 seconds West, 290.33 feet; thence North 29 degrees 42 minutes 46 seconds West, 159.44 feet to a 5/8 inch rebar; thence South 69 degrees 33 minutes 31 seconds West, 118.91 feet to a 5/8 inch rebar; thence South 65 degrees 08 minutes 04 seconds West, 381.86 feet to a P.K. nail on the East right-of-way of U. S. Highway 231; thence along said right-of-way North 13 degrees 22 minutes 03 seconds West, 170.15 feet to a 5/8 inch rebar; thence North 71 degrees 38 minutes 42 seconds East, 344.30 feet to a 5/8 inch rebar; thence North 04 degrees 06 minutes 04 seconds West, 180.10 feet to an iron rod; thence North 89 degrees 59 minutes 58 seconds East, 548.64 feet to the True Point of Beginning, encompassing 5.44 acres, more or less.

EXHIBIT 2
(Legal Description of the SWAC Land)

EXHIBIT 2

PARCEL 1

A part of the South Half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter, 212.48 feet to the point of beginning; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spike; thence South 00 degrees 35 minutes 31 seconds East, 226.99 feet to an iron rod; thence South 89 degrees 59 minutes 58 seconds West, 548.64 feet to an iron rod; thence North 04 degrees 06 minutes 04 seconds West, 247.93 feet to a PK nail; thence South 87 degrees 56 minutes 17 seconds East 19.68 feet to the point of beginning, encompassing 3.03 acres more or less.

PARCEL 2

A part of the South Half of Section 26, Township 7 North, Range 5 West, Greene County, Indiana, more particularly described as follows:

Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast Quarter of Section 26 thence South 00 degrees 25 minutes 52 seconds West, along the West line of said Southeast Quarter 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East, 544.72 feet to a railroad spoke; thence South 00 degrees 35 minutes 31 seconds East 617.01 feet to the point of beginning; thence continue South 00 degrees 35 minutes 31 seconds East, 95.64 feet to the centerline of Richland Creek; thence South 88 degrees 09 minutes 12 seconds West, along said centerline, 34.98 feet; thence South 69 degrees 54 minutes 49 seconds West, along said centerline, 88.96 feet; thence South 55 degrees 54 minutes 52 seconds West, along said centerline, 87.23 feet; thence North 29 degrees 42 minutes 46 seconds West, 202.89 feet to an iron rod; thence South 89 degrees 59 minutes 50 seconds East, 290.33 feet to the point of beginning, encompassing .75 acres more or less.

BOOK 305 PAGE 868

EXHIBIT 3
(Survey)

Jmp/158347.3

ALTA / ACSM LAND TITLE SURVEY

PART OF THE SOUTH HALF OF SECTION 26, TOWNSHIP 7 NORTH, RANGE 5 WEST
RICHLAND TOWNSHIP, GREENE COUNTY, INDIANA

CERTIFICATION

THE UNDERSIGNED REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA
HEREBY STATES TO:

PAUIDA, INC.
COMMONWEALTH LAND TITLE INSURANCE COMPANY
MOOMAW ABSTRACT CORPORATION

THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE "MINIMUM
STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS"
JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1997 AND
INCLUDES ITEMS 1.2.4.11(C & D) THEREOF AND PURSUANT TO THE
ACCURACY STANDARDS OF AN URBAN SURVEY.

BOOK 305 PAGE 869

DAVID P. PHILLIPS 2/27/99 DATE
INDIANA LAND SURVEYOR NO. 22



LEGAL DESCRIPTION

A part of the South half of Section 26, Township 7 North, Range 5 West, Greene
County, Indiana, more particularly described as follows:

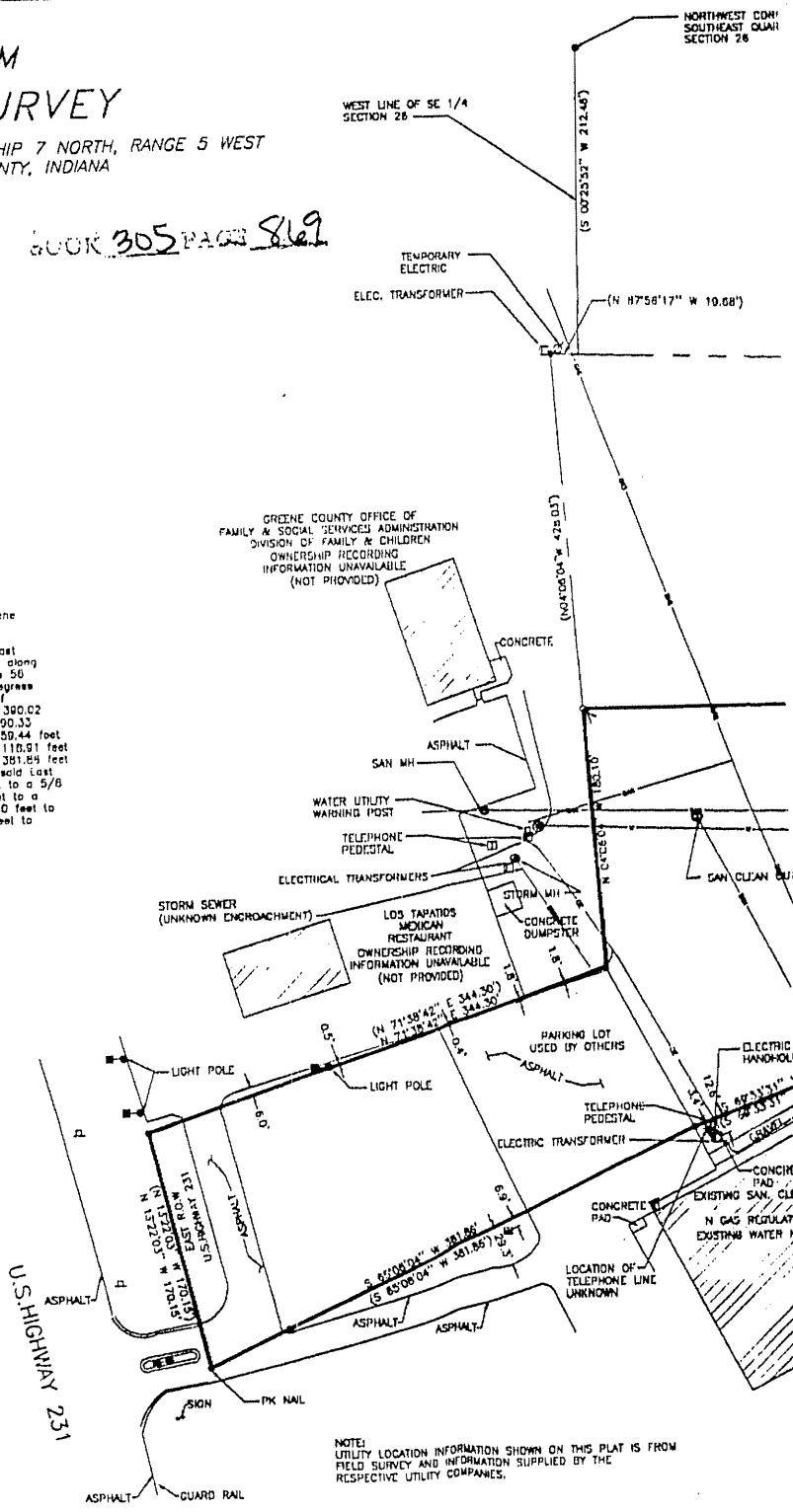
Commencing at a 5/8 inch rebar marking the Northwest corner of the Southeast
Quarter of Section 26; thence South 00 degrees 25 minutes 52 seconds West, along
the West line of said Southeast Quarter, 212.40 feet; thence South 07 degrees 50
minutes 17 seconds East, 544.72 feet to a railroad spike; thence South 00 degrees
35 minutes 31 seconds East, 380.02 feet to an iron rod; thence North 00 degrees 09 minutes 50 seconds West, 159.44 feet
to an iron rod; thence North 29 degrees 42 minutes 40 seconds West, 116.91 feet
to a 5/8 inch rebar; thence South 89 degrees 33 minutes 31 seconds West, 381.84 feet
to a 5/8 inch rebar; thence South 09 degrees 08 minutes 04 seconds West, 170.15 feet to a 5/8
right-of-way line North 13 degrees 22 minutes 42 seconds East, 344.30 feet to a
5/8 inch rebar; thence North 71 degrees 38 minutes 03 seconds West, 180.10 feet to
a 5/8 inch rebar; thence North 04 degrees 08 minutes 04 seconds East, 548.04 feet to
the True Point of Beginning, encompassing 5.44 acres, more or less.

LEGEND

- RAILROAD SPIKE FOUND
- IRON ROD SET
- IRON ROD FOUND
- PK NAIL FOUND
- ⊕ POWER POLE
- ⊖ GUY WIRE
- ⊙ LIGHT POLE
- ⊠ ELECTRICAL TRANSFORMER
- ⊞ MAIL BOX
- ⊚ WATER VALVE
- ⊛ WATER METER
- ⊜ FIRE HYDRANT
- ⊝ SANITARY MANHOLE
- ⊞ SANITARY CLEAN OUT
- ⊟ STORM INLET
- ⊠ STORM MANHOLE
- ⊡ SIGN
- ⊞ TELEPHONE PEDESTAL
- ⊙ SHRUB
- ⊙ DECIDUOUS TREE
- ⊙ CONIFEROUS TREE
- ELECTRIC LINE
- GAS LINE
- STORM LINE
- TREE LINE

(N 80°00'00" E 100.00') DIMENSION OF RECORD
(N 80°00'00" E 100.00') DIMENSION AS MEASURED

THIS DENOTES THE CORRESPONDING ITEM NUMBER
FROM THE "MOOMAW ABSTRACT CORPORATION"
COMMITMENT FOR TITLE INSURANCE FILE NUMBER
822-2425, SCHEDULE B, SECTION 2, DATED
FEBRUARY 18, 1999

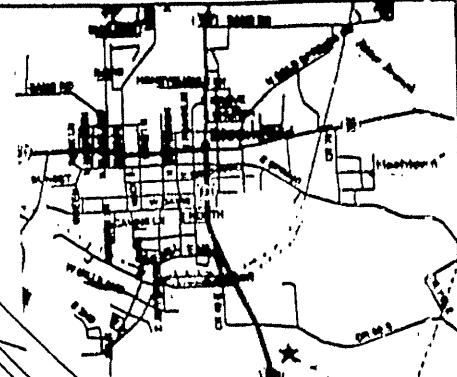


NOTE:
UTILITY LOCATION INFORMATION SHOWN ON THIS PLAT IS FROM
FIELD SURVEY AND INFORMATION SUPPLIED BY THE
RESPECTIVE UTILITY COMPANIES.

BENCHMARK:
WEST CAP NUT ON FIRE
HYDRANT ON EAST SIDE
OF PROPERTY.
ELEV. = 501.37

NOTE:
FLOOD MAPS FOR THIS AREA WERE UNAVAILABLE AT
HOWEVER, THE INDIANA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF WATER, HAS DETERMINED THAT THE 100-
FREQUENCY FLOOD ELEVATION FOR THIS AREA IS 501'

NORTHWEST CORNER OF THE
SOUTHEAST QUARTER OF
SECTION 28

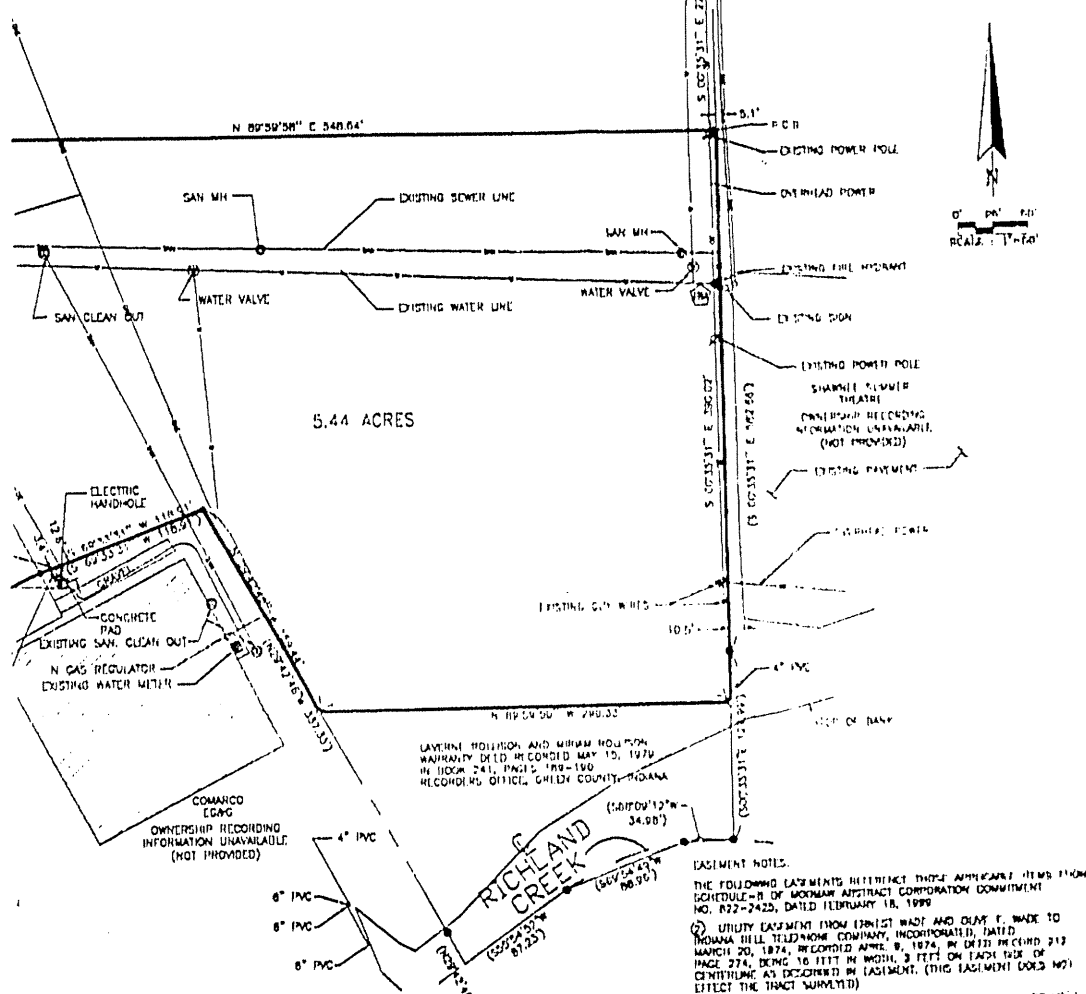


17" W 19.66'

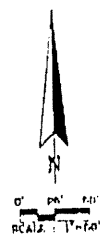
(S 87°56'17" E 544.72')

LAVERNE ROLLISON AND MIRIAM ROLLISON
WARRANTY DEED RECORDED MAY 15, 1979
IN BOOK 241, PAGES 189-190
RECORDERS OFFICE, GREEN COUNTY, INDIANA

BOOK 305 PAGE 870



5.44 ACRES



LAVERNE ROLLISON AND MIRIAM ROLLISON
WARRANTY DEED RECORDED MAY 15, 1979
IN BOOK 241, PAGES 189-190
RECORDERS OFFICE, GREEN COUNTY, INDIANA

EASEMENT NOTES:

THE FOLLOWING EASEMENTS REFERENCE THOSE APPEARING HEREIN FROM
SCHEDULE-B OF WORKMAN ABSTRACT CORPORATION COMMITMENT
NO. 922-2423, DATED FEBRUARY 18, 1989

(1) UTILITY EASEMENT FROM (SINCE) WAD AND OLM T. MADE TO
INDIANA BELL TELEPHONE COMPANY, INCORPORATED, DATED
MARCH 20, 1974, RECORDED APRIL 9, 1974, IN DEED RECORD 912
PAGE 274, BEING 16 FEET IN WIDTH, 3 FEET ON EACH SIDE OF
CENTERLINE AS DESCRIBED IN EASEMENT. (THIS EASEMENT DOES NOT
EFFECT THE TRACT SURVEYED)

(2) UTILITY EASEMENT FROM LAVERNE ROLLISON AND MIRIAM ROLLISON
TO INDIANA BELL TELEPHONE COMPANY, INCORPORATED, BEING 10 FEET
IN WIDTH, 5 FEET ON EACH SIDE OF CENTERLINE AS DESCRIBED IN
EASEMENT. (THIS EASEMENT HAS NOT BEEN SHOWN ON THIS SURVEY)

WERE UNAVAILABLE AT THIS TIME.
AGEMENT OF NATURAL RESOURCES,
OBTAINED THAT THE 100-YEAR
V FOR THIS AREA IS 494.2.



201 West Washington Blvd., Suite 100, Bloomfield, Indiana 47404
Phone: (317) 344-1111
Fax: (317) 344-1112

ALTA SURVEY
PAMIDA SITE
BLOOMFIELD, INDIANA

PROJECT NO.	8720113		
DATE	3/7/88		
DRAWN BY	CHERRY, J.W.		
REVISIONS			
NO.	DATE	BY	REMARKS

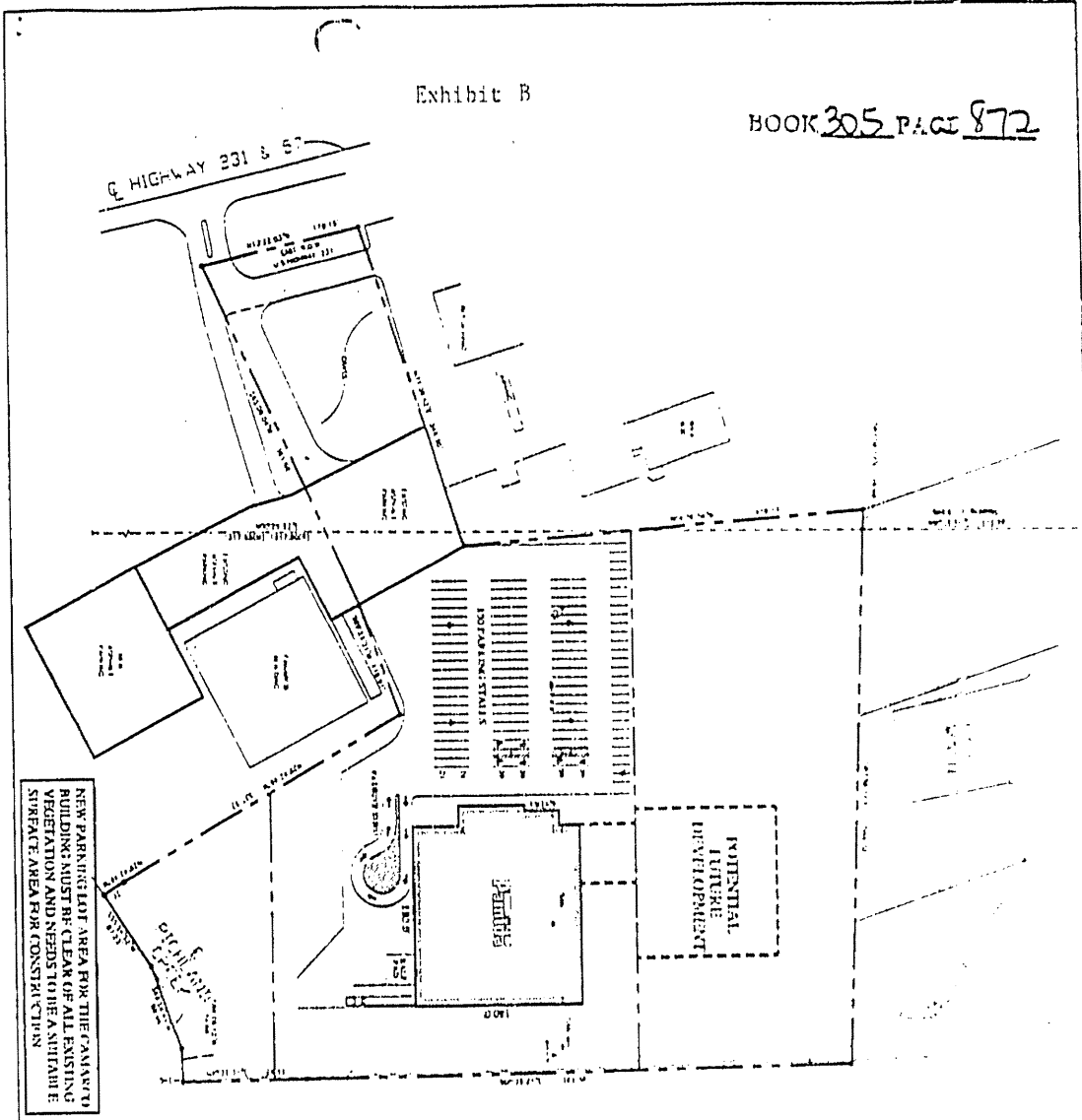
BOOK 305 PAGE 871

EXHIBIT B
(Site Plan)

Jmp/158347.3

Exhibit B

BOOK 305 PAGE 872



NEW PARKING LOT AREA FOR THE CANARY TO BUILDING MUST BE CLEAR OF ALL EXISTING VEGETATION AND NEEDS TO BE A SURFACE STREET AREA FOR CONSTRUCTION

TOTAL AREA: 9.21 ACRES
 PARCELS AREA: 5.34 ACRES
 LOT AREA: 102 ACRES
 LOT AREA: 0.75 ACRES

SLOPE PLANNING DIVISION
 COUNTY OF ALLEN
 12-1-1988

PLAN NO. 12-1-1988 DATE: 12-1-88 DRAWN BY: J.P. CHECKED BY: J.P. SCALE: AS SHOWN PROJECT: 35K PROTO BUILDING		BLOOMFIELD, INDIANA PRELIMINARY SITE LAYOUT 35K PROTO BUILDING	
		ENGINEER: ARCHITECT: RECORD DRAWING	DATE: DRAWN BY: CHECKED BY:

INDEXED

200600000777
Filed for Record in
GREENE COUNTY, INDIANA
RAE DELLA CRAVENS
02-07-2006 At 02:57 pm.
CORP ACDEED 20.00
OR Book 59 Page 1283 - 1286

Instrument 200600000777 OR Book Page 59 1283

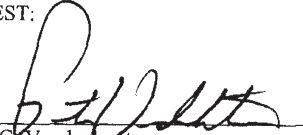
CORPORATE QUITCLAIM DEED

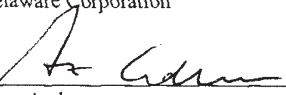
THIS INDENTURE WITNESSETH, That Pamida, Inc. organized and existing under the laws of the State of Delaware, ("Grantor") QUITCLAIMS to Pamida SPE Real Estate, LLC organized and existing under the laws of the State of Delaware, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Greene County, in the State of Indiana:

SEE EXHIBIT A ATTACHED HERETO AND BY REFERENCE INCORPORATED HEREIN.

The undersigned persons executing this deed on behalf of Grantor represent and certify that they are duly elected officers of Grantor and have been fully empowered, by proper resolution of the Board of Directors of said corporation, to execute and deliver this deed; that Grantor has full corporate capacity to convey the real estate described herein and that all necessary corporate action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed and delivered this 27 day of January, 2006.

ATTEST:

By: Peter G. Vandenberg
Assistant General Counsel/Secretary

Pamida, Inc.,
a Delaware Corporation

By: Steven Andrews
Senior Vice President

Bloomfield, IN #3120
PHIL1 652349.2

DULY ENTERED
FOR TAXATION

FEB 07 2006


AUDITOR GREENE COUNTY

NU 494823

STATE OF N.Y.)
COUNTY OF N.Y.) SS:

Before me, a Notary Public in and for said County and State, personally appeared Steven Andrews, the Senior Vice President of Pamida, Inc., a corporation organized and existing under the laws of the State of Delaware, and acknowledged the execution of the foregoing Corporate Quitclaim Deed as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 23 day of January, 2006.

[Signature]
(signature)

Printed: ESPERANZA OGUENDO
Notary Public, State of New York
No. 010Q5038073
Qualified in: Kings County
County of Residence: Commission Expires Jan. 17, 2007

My Commission Expires:

Send tax statements to and
Grantee's mailing address is:

700 Pilgrim Way
Green Bay, WI 54304

This instrument was prepared by: Debora A. Gonzalez, Esquire, c/o Klehr, Harrison,
Harvey, Branzburg and Ellers, LLP, 260 S. Broad Street, Philadelphia, PA 19102.

Bloomfield, IN #3120
PHIL 1 652349 2

Return
 **Metropolitan Title Company**
National Services Division
10355 Citation Drive
Brighton, MI 48116
Commercial Unit: (877) 514-6266
Residential Unit: (877) 387-2533

EXHIBIT "A"

TRACT 1

That portion of the South 1/2 of Section 26, Township 7 North, Range 5 West of the Second Principal Meridian, Town of Bloomfield, Richland Township, Greene County, Indiana; being described as follows:

Commencing at the Northwest corner of the Southeast 1/4 of said section, which is monumented by a 1/2-inch rebar found flush in the approximate center of Furnace Road (County Road 50 South); thence, along the West line of said 1/4 line section, South 00 degrees 25 minutes 52 seconds West 212.48 feet; thence South 87 degrees 56 minutes 17 seconds East 544.72 feet to a railroad spike found flush in the approximate center of Furnace Road; thence South 00 degrees 35 minutes 31 seconds East 226.99 feet to a 1/2 inch rebar found flush at the Northeast corner of the 5.44 acre tract described in deed (also shown on a plat of survey) to Pamida, Inc. on June 9, 1999 in Deed Book 305, page 857 in the office of the Recorder of Greene County, Indiana and being the Point of Beginning of this description; thence continuing South 00 degrees 35 minutes 31 seconds East, passing a 5/8 inch rebar found flush at 355.65 feet with a survey cap inscribed: "Bledsoe Tapp PC 50920004", 390.02 feet in all to a 1/2 inch rebar found flush with a survey cap inscribed "HDC ENG" at the Southeast corner of said 5.44 acre tract; thence along the Southern boundary of said 5.44 acre tract the following four (4) courses: (1) North 89 degrees 59 minutes 50 seconds West 290.33 feet to a 1/2 inch rebar found flush with a survey cap inscribed "HDC ENG", (2) North 29 degrees 42 minutes 46 seconds West 159.44 feet to a 5/8 inch rebar found flush; (3) South 69 degrees 33 minutes 31 seconds West 118.91 feet to a 5/8 inch rebar found flush with a survey cap inscribed "Bledsoe Tapp PC 50920004" and (4) South 65 degrees 08 minutes 04 seconds West 132.59 feet to a 5/8 inch rebar set flush with a survey cap inscribed "D.L. Helms PLS 29600022"; thence North 25 degrees 34 minutes 08 seconds West 142.37 feet to a 5/8 inch rebar set flush with a survey cap inscribed " D.L. Helms PLS 29600022" on the Northern boundary of said 5.44 acre tract; thence along the Northern boundary of said 5.44 acre tract the following three (3) courses: (1) North 71 degrees 38 minutes 42 seconds East 129.31 feet to a 5/8 inch rebar found flush with a survey cap inscribed "Bledsoe Tapp PC 50920004"; (2) North 04 degrees 06 minutes 04 seconds West 180.10 feet to a 1/2 inch rebar found flush with a survey cap inscribed "HDC ENG" and (3) North 89 degrees 59 minutes 58 seconds East 548.65 feet to the point of beginning.

Together with the non-exclusive easements created by that certain Cross-Easement Agreement, recorded in Book 305, Page 863.

Tax Parcel No. 025-01427-00; Tax Parcel No. 025-01443-00

Prescribed by the
State Board of Accounts
(2005)

County Form 170

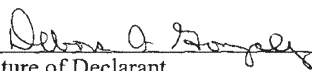
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document,

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

Debora A. Gonzalez

Printed Name of Declarant

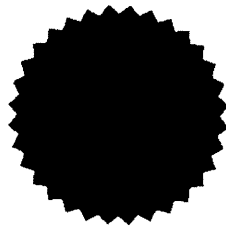
Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PAMIDA SPE REAL ESTATE, LLC", CHANGING ITS NAME FROM "PAMIDA SPE REAL ESTATE, LLC" TO "SPIRIT SPE PORTFOLIO 2006-3, LLC", FILED IN THIS OFFICE ON THE THIRTY-FIRST DAY OF MAY, A.D. 2006, AT 5:57 O'CLOCK P.M.

INDEXED

200600003376
Filed for Record in
GREENE COUNTY, INDIANA
RAE DELLA CRAVENS
06-09-2006 At 01:04 pm.
CERTIFICATE 15.00
OR Book 65 Page 1072 - 1074



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

4091047 8100

AUTHENTICATION: 4790170

060532157

DATE: 06-01-06

NU494822

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF FORMATION
OF
PAMIDA SPE REAL ESTATE, LLC

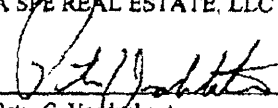
Pamida SPE Real Estate, LLC, a limited liability company duly organized and existing under the Delaware Limited Liability Company Act (the "Company"), does hereby certify:

1. The name of the Company is Pamida SPE Real Estate, LLC.
2. Article 1 of the Certificate of Formation of the Company is hereby amended to read as follows:

"FIRST: The name of the Limited Liability Company is:
Spirit SPE Portfolio 2006-3, LLC"

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 31 day of May, 2006.

BY: PAMIDA PARENT, SPE, LLC, MANAGING MEMBER OF PAMIDA SPE REAL ESTATE, LLC

By: 
Name: Peter G. Vandebrouten
Title: Secretary