



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Commitment

First American Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

(This Commitment is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.



Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A 1st amended

File No.: NCS-854888OH3-PHX1

1. Effective Date: June 27, 2017 at 7:30 a.m.

2. Policy or Policies to be issued: Amount

a. ALTA Owner's Policy of Title Insurance (6-17-06) \$TBD

Proposed Insured: To Be Determined

b. ALTA Loan Policy of Title Insurance (6-17-06) \$TBD

Proposed Insured: To Be Determined

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple

4. Title to the estate or interest in the Land is at the Effective Date vested in:

Pamida SPE Real Estate, LLC, a Delaware limited liability company, by Quit-Claim Deed recorded February 8, 2006 in Official Record [Book 205, Page 1644](#) of Williams County Records, and by Name Change recorded June 14, 2006 in Official Record [Book 212, Page 210](#) of Williams County Records, is now known as Spirit SPE Portfolio 2006-3, LLC.

5. The land referred to in the Commitment is described as follows:

Situated in the Village of Montpelier, County of Williams, State of Ohio, described as follows:

A parcel of land being part of Lots 6, 7, 8 and 9 of the Shady Garden Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Village of Montpelier, Williams County, Ohio and being more particularly described as follows:

Commencing at a monument box found at the Southwest corner of the Southwest Quarter of Section 6;

Thence North 00 degrees 00 minutes 00 seconds East on the West line of the Southwest Quarter of Section 6, a distance of 178.35 feet to a point;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 30.00 feet to a 5/8" inch pin found;

Thence South 78 degrees 28 minutes 54 seconds East, a distance of 190.45 feet to a 5/8" inch iron pin found;

Thence South 80 degrees 37 minutes 03 seconds East, a distance of 91.19 feet to a 5/8" x 30" iron pin and reference cap set, being the True Point of Beginning for the parcel herein described;

Thence North 00 degrees 00 minutes 00 seconds East, a distance of 461.46 feet to a 5/8" x 30" iron pin and reference cap set;

Thence North 90 degrees 00 minutes 00 seconds East, a distance of 358.16 feet to a 5/8" x 30" iron pin and a reference cap set;

Thence South 00 degrees 00 minutes 00 seconds West, a distance of 502.81 feet, to a 5/8" x 30" iron pin and reference cap set;

Thence North 86 degrees 16 minutes 13 seconds West, a distance of 178.61 feet to a 5/8" iron pin found;

Thence North 80 degrees 37 minutes 03 seconds West, a distance of 182.37 feet to the True Point of Beginning of the parcel herein described; containing 4.001 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Surveyed by Chester A. Miller, Registered Surveyor No. 6691, Surveyor, and recorded in Volume 18R, Page 112 of the William County Survey Records in the Office of the Williams County Engineer.

TOGETHER with non-exclusive easement rights created by Cross Easement Agreement recorded in [Volume 321 of Deeds, page 382](#).

Parcel No. 073-060-00-008.001

Issuing Agent: First American Title Insurance Company National Commercial Services
Agent ID No.: NCS-854888OH3-PHX1
Address: 2425 E. Camelback Road, Suite 300
City, State, Zip: Phoenix, AZ 85016
Telephone: (602)567-8100

INSURANCE FRAUD WARNING: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF FRAUD.



Schedule BI

File No.: NCS-854888OH3-PHX1

REQUIREMENTS

The following requirements must be satisfied:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed, delivered and filed for record.
2. Payment of the agreed amounts for the interest in the land and/or the mortgage to be insured.
3. Payment of the premium, fees and charges required for the issuance of the title policy or policies to be issued.
4. Receipt of an Owner's Affidavit acceptable to the Company if standard exceptions are to be deleted from the policy or policies to be issued.
5. Receipt and review of an acceptable survey of the subject premises if the standard survey exception is to be deleted, and if certain endorsements are requested. The Company reserves the right to make additional exceptions and/or requirements following the review of said survey.
6. Submit to the Company the proper authority documents authorizing the transfer of interest of the parties and/or entities involved in this transaction.
7. Submit to the Company documents properly executed by the entity or entities in title for the transfer of the interest or interests to be insured hereunder.
8. A completed DTE 100 Form, or DTE 100EX Form if applicable, signed by the Grantee, must be presented with any deed or 99-year lease to be recorded for the purpose of paying the transfer tax or being exempted therefrom. An acceptable supporting affidavit must be presented with a DTE 100EX Form.
9. Approval of the County Auditor/Engineer of the legal description prior to deed transfer.
10. The Company may make additional exceptions and/or requirements upon (a) its review of the documents creating the estate or interest to be insured; (b) its review of other documentation pertinent to this transaction; and (c) ascertaining other details of the transaction.
11. The following will be required with respect to a Limited Liability Company:
 - A. A copy of the operating agreement and any amendments thereto as well as a Certificate of Full Force and Effect or comparable state certificate issued by the Secretary of State of the limited liability company's state of domicile must be provided by the Company.
 - B. Other requirements may be imposed by the Company following its review of the documentation required herein.
12. Warranty Deed from Spirit SPE Portfolio 2006-3, LLC, which acquired title as Pamida SPE Real Estate, LLC, a Delaware limited liability company, to To Be Determined.

13. Mortgage to be insured from To Be Determined, to To Be Determined.



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: NCS-854888OH3-PHX1

EXCEPTIONS

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:

1. 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.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of the persons in possession of the Land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title, including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in 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 in the Public Records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. Coal, oil, natural gas, or other mineral interests and all rights incident thereto now or previously conveyed, transferred, leased, excepted or reserved.
7. Oil and gas leases, pipeline agreements, or any other instruments related to the production or sale of oil or natural gas which may arise subsequent to the Date of Policy pursuant to Ohio Revised Code Section 1509.31(D).
8. Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

9. [2016](#) Tax Duplicate for Parcel Number 079-060-00-008.001;

The first half tax in the amount of **\$13,656.24**, including current assessments, if any, is **Paid**.

The second half tax in the amount of **\$13,656.24**, including current assessments, if any, is **Paid**.

Total due to bring taxes current, including current tax due, assessments, delinquencies, penalties and interest, if any, is **None**.

Assessed Values:

Land: \$26,250.00 Building: \$465,220.00 Total: \$491,470.00

Taxes and Assessments for subsequent years are undetermined, and a lien, not yet due or payable.

Delinquent utility charges, weed cutting, and waste removal charges may become a lien on the subject real estate. No liability is assumed by the company for ascertaining the status of these charges. The proposed insured is cautioned to obtain the current status of these payments.

Taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, but not yet certified to the tax duplicate of the County in which the land is situated, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

Special Assessments for Dunlap Tile #11-602T (\$9.07 each half year), Dunlap Open #11-602 (\$3.36 each half year), Bostater #11-485 (\$1.00 each half year) and St. Joe Watershed-Perm Main #40-777 (\$49.50 each half year) are certified to the Tax Duplicate and included with the Taxes.

10. Restrictions set forth in Warranty Deed recorded August 9, 1999 in Deed [Volume 321, Page 380](#) of Williams County Records.
11. Cross Easement Agreement recorded August 9, 1999 in Deed [Volume 321, Page 382](#) of Williams County Records.
12. Assignment and Assumption of Operating Agreements, recorded February 8, 2006 in Official Record [Book 205, Page 1646](#) of Williams County Records.
13. Restrictions set forth in Quit-Claim Deed recorded February 8, 2006 in Official Record [Book 205, Page 1644](#) of Williams County Records.
14. This item has been intentionally deleted.
15. Notwithstanding the reference to acreage or square footage in the description set forth in Schedule A hereof, this commitment/policy does not insure nor guarantee the acreage or quantity of land set forth therein.



Privacy Information

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 subsidiaries 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 that 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 a public record 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.

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 service 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 the 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 to you.

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 or 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.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.

In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

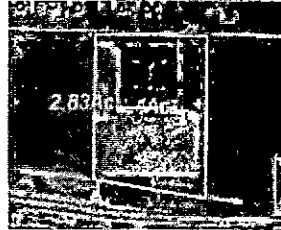
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain

Data For Parcel 073-060-00-008.001

Values in the Valuation section were used for current year tax calculations. Values in the Valuation History section will be used for future year tax calculations.

Valuation Data

Parcel:	073-060-00-008.001
Owner:	PAMIDA SPE REAL ESTATE LLC
Address:	1625 E MAIN ST



[+] Map this property.

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$75,000.00	\$26,250.00
CAUV Value:	\$0.00	\$0.00
Improvements Value:	\$1,329,200.00	\$465,220.00
Taxable Value:	\$491,470.00	

Valuation History

Date	Appraised Land Value	Appraised Improvements Value	Appraised Total Value	Assessed Land Value	Assessed Improvements Value	Assessed Total Value	Reason
2012/03/31	\$75,000.00	\$1,329,200.00	\$1,404,200.00	\$26,250.00	\$465,220.00	\$491,470.00	Reappraisal, Update or Annual Equalization
2007/08/20	\$82,500.00	\$1,474,600.00	\$1,557,100.00	\$28,880.00	\$516,110.00	\$544,990.00	Annexation
2007/08/20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Annexation
2007/08/20	\$82,500.00	\$0.00	\$82,500.00	\$28,880.00	\$0.00	\$28,880.00	Annexation
2006/10/26	\$82,500.00	\$1,474,600.00	\$1,557,100.00	\$28,880.00	\$516,110.00	\$544,990.00	Reappraisal, Update or Annual Equalization
2006/09/12	\$81,000.00	\$1,739,200.00	\$1,820,200.00	\$28,350.00	\$608,720.00	\$637,070.00	Reappraisal, Update or Annual Equalization
2002/10/11	\$94,100.00	\$1,322,400.00	\$1,416,500.00	\$32,940.00	\$462,840.00	\$495,780.00	Miscellaneous
2002/10/11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Miscellaneous
2002/09/11	\$0.00	\$1,322,400.00	\$1,322,400.00	\$0.00	\$462,840.00	\$462,840.00	Annexation
2002/09/11	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Annexation
2002/09/11	\$94,100.00	\$0.00	\$94,100.00	\$32,940.00	\$0.00	\$32,940.00	Annexation
2001/10/01	\$0.00	\$1,322,400.00	\$1,322,400.00	\$0.00	\$462,840.00	\$462,840.00	New Construction - Full Value
2000/08/05	\$94,100.00	\$0.00	\$94,100.00	\$32,940.00	\$0.00	\$32,940.00	Reappraisal, Update or

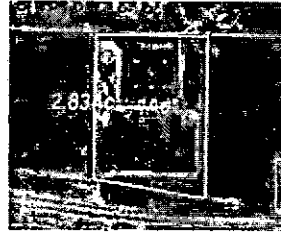
							Annual Equalization
2000/08/05	\$7,500.00	\$0.00	\$7,500.00	\$2,630.00	\$0.00	\$2,630.00	Miscellaneous
2000/08/05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Miscellaneous
2000/03/23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Annexation
2000/03/23	\$7,500.00	\$0.00	\$7,500.00	\$2,630.00	\$0.00	\$2,630.00	Annexation
2000/02/23	\$7,500.00	\$0.00	\$7,500.00	\$2,630.00	\$0.00	\$2,630.00	Miscellaneous
2000/02/23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Miscellaneous
1999/08/19	\$7,500.00	\$0.00	\$7,500.00	\$2,630.00	\$0.00	\$2,630.00	Miscellaneous

CAMA database last updated 6/30/2017 12:02:54 AM.

Data For Parcel 073-060-00-008.001

Base Data

Parcel:	073-060-00-008.001
Owner:	PAMIDA SPE REAL ESTATE LLC
Address:	1625 E MAIN ST



[+] Map this property.

Tax Mailing Address

Tax Mailing Name:	PAMIDA SPE REAL ESTATE
Address:	2727 N HARWOOD SUITE 300
City State Zip:	DALLAS TX 75201

Owner Address

Owner Name:	PAMIDA SPE REAL ESTATE
Address:	2727 N HARWOOD SUITE 300
City State Zip:	DALLAS TX 75201

Geographic

City:	MONTPELIER
Township:	MONTPELIER VILLAGE
School District:	MONTPELIER EXEMPTED VILLAGE SCHOOL DISTRICT

Legal

Legal Acres:	4	Homestead Reduction:	NO
Legal Description:	3-7-6 TR.11 S.PT; LOTS 6 W.PT THRU 9 E.PT SHADY GARDENS 4.00AC	2.5% Reduction:	NO
Land Use:	429 - OTHER RETAIL STRUCTURES	Foreclosure:	NO
Neighborhood:	00601	Board of Revision:	YES
Number Of Cards:	1	New Construction:	NO
Annual Tax (Does not include delinquencies.):	\$27,312.48	Divided Property:	NO
Map Number:		Routing Number:	

Photos





[+] Click to enlarge.

Notes:	Abated Land Value: 0.00 Abated Improvement Value: 0.00
	TIF Land Value: 0.00 TIF Improvement Value: 0.00
	Exempted Land Value: 0.00 Exempted Improvement Value: 0.00

Multiple Owners

No data found for this parcel.

CAMA database last updated 6/30/2017 12:02:54 AM.

Data For Parcel 073-060-00-008.001

Tax Data

Parcel:	073-060-00-008.001
Owner:	PAMIDA SPE REAL ESTATE LLC
Address:	1625 E MAIN ST



[+] Map this property.

Tax Rates

Full Tax Rate	79.65
Effective Tax Rate	55.316969

Property Tax

	Delinquency		First Half		Second Half		Total
	Adjust		Adjust		Adjust		
Charge:	\$0.00	\$0.00	\$19,572.79	\$0.00	\$19,572.79	\$0.00	
Credit:			(\$5,979.48)	\$0.00	(\$5,979.48)	\$0.00	
Rollback:			\$0.00	\$0.00	\$0.00	\$0.00	
Reduction:			\$0.00	\$0.00	\$0.00	\$0.00	
Homestead:			\$0.00	\$0.00	\$0.00	\$0.00	
Sales Credit:			\$0.00	\$0.00	\$0.00	\$0.00	
Net Tax:	\$0.00		\$13,593.31		\$13,593.31		
CAUV							
Recoupment:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Special Assessments:	\$0.00		\$62.93		\$62.93		
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Owed:	\$0.00		\$13,656.24		\$13,656.24		\$27,312.48
Net Paid:	\$0.00		(\$13,656.24)		(\$13,656.24)		(\$27,312.48)
Net Due:	\$0.00		\$0.00		\$0.00		\$0.00

Special Assessments

Assessment:	1 of 7					
11-602T DUNLAP TILE						
	Delinquency		First Half		Second Half	
	Adjust		Adjust		Adjust	
Charge:	\$0.00	\$0.00	\$9.07	\$0.00	\$9.07	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Net Special Assessments:	\$0.00	\$9.07	\$9.07
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Payment History

Payment Date	Cycle	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid	Receipt Number
6/26/2017	2-16	\$0.00	\$0.00	\$49.50	\$0.00	cashier2-06262017-70-1
6/26/2017	2-16	\$0.00	\$0.00	\$9.07	\$0.00	cashier2-06262017-70-1
6/26/2017	2-16	\$0.00	\$0.00	\$3.36	\$0.00	cashier2-06262017-70-1
6/26/2017	2-16	\$0.00	\$0.00	\$1.00	\$0.00	cashier2-06262017-70-1
6/26/2017	2-16	\$0.00	\$0.00	\$13,593.31	\$0.00	cashier2-06262017-70-1
1/26/2017	1-16	\$0.00	\$9.07	\$0.00	\$0.00	cashier1-01262017-71-1
1/26/2017	1-16	\$0.00	\$3.36	\$0.00	\$0.00	cashier1-01262017-71-1
1/26/2017	1-16	\$0.00	\$1.00	\$0.00	\$0.00	cashier1-01262017-71-1
1/26/2017	1-16	\$0.00	\$13,593.31	\$0.00	\$0.00	cashier1-01262017-71-1
1/26/2017	1-16	\$0.00	\$49.50	\$0.00	\$0.00	cashier1-01262017-71-1
7/11/2016	2-15	\$0.00	\$0.00	\$10.23	\$0.00	cashier1-07112016-120-1
7/11/2016	2-15	\$0.00	\$0.00	\$17.81	\$0.00	cashier1-07112016-120-1
7/11/2016	2-15	\$0.00	\$0.00	\$49.50	\$0.00	cashier1-07112016-120-1
7/11/2016	2-15	\$0.00	\$0.00	\$13,299.32	\$0.00	cashier1-07112016-120-1
2/12/2016	1-15	\$0.00	\$49.50	\$0.00	\$0.00	cashier1-02122016-44-1
2/12/2016	1-15	\$0.00	\$10.23	\$0.00	\$0.00	cashier1-02122016-44-1
2/12/2016	1-15	\$0.00	\$17.81	\$0.00	\$0.00	cashier1-02122016-44-1
2/12/2016	1-15	\$0.00	\$13,299.32	\$0.00	\$0.00	cashier1-02122016-44-1
7/10/2015	2-14	\$0.00	\$0.00	\$1.00	\$0.00	cashier1-07102015-14-1
7/10/2015	2-14	\$0.00	\$0.00	\$13,290.55	\$0.00	cashier1-07102015-14-1
7/10/2015	2-14	\$0.00	\$0.00	\$49.50	\$0.00	cashier1-07102015-14-1
7/10/2015	2-14	\$0.00	\$0.00	\$28.15	\$0.00	cashier1-07102015-14-1
2/9/2015	1-14	\$0.00	\$49.50	\$0.00	\$0.00	cashier1-02092015-92-1
2/9/2015	1-14	\$0.00	\$28.16	\$0.00	\$0.00	cashier1-02092015-92-1
2/9/2015	1-14	\$0.00	\$13,290.55	\$0.00	\$0.00	cashier1-02092015-92-1

2/9/2015	1-14	\$0.00	\$1.00	\$0.00	\$0.00	cashier1-02092015-92-1
7/11/2014	2-13	\$0.00	\$0.00	\$49.50	\$0.00	cashier1-07112014-87-1
7/11/2014	2-13	\$0.00	\$0.00	\$21.79	\$0.00	cashier1-07112014-87-1
7/11/2014	2-13	\$0.00	\$0.00	\$13,253.23	\$0.00	cashier1-07112014-87-1
7/11/2014	2-13	\$0.00	\$0.00	\$2.90	\$0.00	cashier1-07112014-87-1
7/11/2014	2-13	\$0.00	\$0.00	\$8.47	\$0.00	cashier1-07112014-87-1
2/10/2014	1-13	\$0.00	\$21.79	\$0.00	\$0.00	cashier1-02102014-150-1
2/10/2014	1-13	\$0.00	\$49.50	\$0.00	\$0.00	cashier1-02102014-150-1
2/10/2014	1-13	\$0.00	\$8.47	\$0.00	\$0.00	cashier1-02102014-150-1
2/10/2014	1-13	\$0.00	\$2.91	\$0.00	\$0.00	cashier1-02102014-150-1
2/10/2014	1-13	\$0.00	\$13,253.23	\$0.00	\$0.00	cashier1-02102014-150-1

CAMA database last updated 6/30/2017 12:02:54 AM.

Special Assessments

Assessment:	2 ▼ of 7		11-602 DUNLAP OPEN			
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$3.36	\$0.00	\$3.36	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Special Assessments:	\$0.00		\$3.36		\$3.36	

Payment History

Special Assessments

Assessment:	3 ▼ of 7		11-485 BOSTATER			
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Special Assessments:	\$0.00		\$1.00		\$1.00	

Payment History

Special Assessments

Assessment:	4 ▼ of 7					
10-105 E. T. BOSTATER DITCH						
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Special Assessments:	\$0.00		\$0.00		\$0.00	

Payment History

Special Assessments

Assessment:	5 ▼ of 7		40-777 ST JOE WATERSHED-PERM MAIN			
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$49.50	\$0.00	\$49.50	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Special Assessments:	\$0.00		\$49.50		\$49.50	

Payment History

Special Assessments

Assessment:	6 ▼ of 7		10-474 CATHERINE DUNLAP DITCH (TILE)			
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Special Assessments:	\$0.00		\$0.00		\$0.00	

Payment History

Special Assessments

Assessment:	7 ▼ of 7		10-499 CATHERINE DUNLAP NO.602 (OPEN)			
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Special Assessments:	\$0.00		\$0.00		\$0.00	

Payment History

Special Assessments

Assessment:	3 ▼ of 7		11-485 BOSTATER			
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust
Charge:	\$0.00	\$0.00	\$1.00	\$0.00	\$1.00	\$0.00
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Special Assessments:	\$0.00		\$1.00		\$1.00	

Payment History

Warranty Deed - Statutory Form

993625

KNOW ALL MEN BY THESE PRESENTS

THAT RODNEY D. RITTENHOUSE and CONNIE S. RITTENHOUSE, husband and wife, of the County of Williams, State of Ohio, for valuable consideration paid, grant with general warranty covenants,

to PAMIDA, INC., a Delaware Corporation
whose tax mailing address is 8800 "F" Street, Omaha NE 68127

the following real property:

A parcel of land being part of Lots 6, 7, 8 and 9 of the Shady Garden Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Jefferson Township, Williams County, Ohio and being more particularly described as follows: Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6; THENCE North 00 degrees 00 minutes 00 seconds East, on the West Line of the Southwest Quarter of Section 6, for a distance of 178.35 feet, to a point; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" iron pin found; THENCE South 78 degrees 28 minutes 54 seconds East, for a distance of 190.45 feet, to a 5/8 inch iron pin found; THENCE South 80 degrees 37 minutes 03 seconds East, for a distance of 91.19 feet, to a 5/8" x 30" iron pin and reference cap set, being the TRUE POINT OF BEGINNING for the parcel herein described; THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 461.46 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 358.16 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 502.81 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 86 degrees 16 minutes 13 seconds West, for a distance of 178.61 feet, to a 5/8" iron pin found; THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 182.37 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 4.001 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Surveyed by Chester A. Miller, Registered Surveyor No. 6691, Surveyor, and recorded in Volume 18R, Page 112 of the Williams County Survey Records in the office of the Williams County Engineer.

The lands herein conveyed and any use and improvements made on this land shall be in conformity with all existing valid planning, zoning, platting, health, setback, or other lawful rules and regulations of Williams County, Ohio for the benefit of grantor and all other subsequent owners or assigns taking title from, under or through the undersigned.

There shall be no construction of any buildings or other structures within 90 feet of the center line of the roadway abutting this property
Legal Description Approved

Parcel No. 073-060-00-008.000 (PART)

This conveyance is made subject to all taxes and assessments now or hereafter a lien against the premises which Grantee assumes and agrees to pay (taxes having been pro-rated at date hereof).

Prior Instrument Reference: Volume 287, Page 882

Each grantor releases all rights of dower therein.

WITNESS our hands this 5th day of August, 1999.

Signed and acknowledged in the presence of:

Tanya R. Wiles
Tanya R. Wiles

Rodney D. Rittenhouse
Rodney D. Rittenhouse
Connie S. Rittenhouse
Connie S. Rittenhouse

STATE OF OHIO, WILLIAMS COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Rodney D. Rittenhouse and Connie S. Rittenhouse, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Bryan, Ohio, this 5th day of Aug, A.D., 1999.

SEAL

Tanya R. Wiles
Notary Public

This instrument prepared by Gallagher, Milliken & Stelzer, Ltd., Bryan, Ohio (RWG:rlid).

This conveyance has been examined and the Grantor has complied with Sec. 319.202 of the Ohio Revised Code

Transferred Aug 9, 99
ROBIN R. ROSSWURM, AUDITOR
BY: [Signature]

FEE: 180⁰⁰
EXEMPT: _____
AUDITOR TRANSFER FEE: 50¢

WILLIAMS COUNTY AUDITOR

RECEIVED AND RECORDED Aug. 9 1999 AT 10:58 O'CLOCK A.M.
Record of Deed in Vol. 321, Page 370
EVELYN MARIE HOFFMAN, Williams County Recorder
Fee \$ 14.00

B.R. + B

TANYA R. WILES
Notary Public, State of Ohio
My Commission Expires September 1, 2000

993626

Received for Record Aug. 9 19 99 At 11:15 A.M.
Recorded August 9 19 99 In Record of Deeds
FEE \$ 54.00 L.M. Thomas Williams County Recorder
P.R.T.B.

_____[Space Above This Line For Recording Data]_____

CROSS-EASEMENT AGREEMENT

This Cross-Easement Agreement is made and entered into this 23rd day of June 1999, by and between Pamida, Inc., a Delaware corporation, hereafter referred to as "Pamida" and Rodney D. Rittenhouse and Connie S. Rittenhouse, husband and wife, hereafter referred to as "Rittenhouse".

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 hereafter be referred to as the "Pamida Land"; and

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

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

1. Pamida hereby grants to Rittenhouse and all present and future tenants, licensees and occupants of the Rittenhouse Land or any portion thereof, and their respective employees, customers, licensees and invitees, a non-exclusive 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 or the owners of the Pamida Land may establish from time to time with respect to such use.
2. Rittenhouse 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 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 developed areas of the Rittenhouse Land or any portion thereof, subject to such reasonable and uniformly adopted rules and regulations as the owners of the Rittenhouse Land may be established from time to time with respect to such use.
3. Rittenhouse hereby grants Pamida and Pamida's employees, agents, contractors and representatives an easement over the property described in Exhibit "3" attached hereto and incorporated herein by reference to enter and cross such area of the Rittenhouse Land to access the

Pamida Land from County Road 13 and to park and store their machinery and equipment on the such Rittenhouse Land described in Exhibit "3" during the construction of the discount department store, parking lot and other improvements Pamida intends to construct on the Pamida Land. In addition, Rittenhouse hereby grants Pamida the right, but not the obligation, to construct, at Pamida's expense, a drive and entrance onto County Road 13 over a portion of the area of the Rittenhouse Land described in Exhibit "3" as shown in the survey attached as part of such Exhibit "3" or as otherwise agreed to by Pamida and the owners of the Rittenhouse Land described in Exhibit "3". Rittenhouse hereby grants Pamida, and Pamida's employees, agents, contractors and representatives, an easement over the Rittenhouse Land described in Exhibit "3" to enter the Rittenhouse Land for purposes of constructing such drive and entrance to County Road 13. Rittenhouse further grants Pamida and Pamida's employees, agents, contractors and representatives an easement to park and store their machinery and equipment on the Rittenhouse Land described in Exhibit "3" during any construction of such drive and entrance to County Road 13. If Pamida elects to construct such drive and entrance to County Road 13, the owners of the Rittenhouse Land grant 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 easement to use, free of charge, such drive and entrance, subject to such reasonable and uniformly adopted rules and regulations as the owners of the Rittenhouse Land may be established from time to time with respect to such use. The owners of the Rittenhouse Land further hereby grant Pamida and Pamida's employees, agents, contractors and representatives a permanent easement to enter the Rittenhouse Land described in Exhibit "3" for the purpose of maintaining, inspecting and repairing such drive and entrance. If Pamida builds such drive, then Pamida shall maintain such drive at its expense; provided, however, if the owners of the Rittenhouse Land develop and improve the Rittenhouse Land north of the Rittenhouse Land described in Exhibit "3" and incorporate such drive into such development and improvement or in any way make regular use of such drive, then the cost of maintaining such drive shall be shared equally by Pamida and the owners of the Rittenhouse Land north of the Rittenhouse Land described in Exhibit "3" commencing on the date any such improvements to such Rittenhouse Land are completed.

4. Pamida and the owners of the Rittenhouse Land each 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 Pamida Land and the developed areas of the Rittenhouse Land, respectively, and shall provide and maintain adequate drainage and lighting thereon. The parking areas, driveways, walkways, entrances and exits on the Pamida Land and Rittenhouse Land shall meet at equal grades; no obstruction shall be placed, erected or permitted upon either the Pamida Land or the Rittenhouse Land which will in any way interfere with any rights granted in this Agreement.

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

6. 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 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 or along or within public rights-of-way if at all possible.

7. Rittenhouse agrees that neither it nor its successors and assigns shall lease or sell the Rittenhouse Land to any business, individual, partnership, or corporation, which operates a business, or intends to operate a business, from such land in competition with the business Pamida conducts in and from the real estate described in Exhibit "1" as long as Pamida or any present or future tenants, licensees, successors or occupants of the Pamida Land continue to conduct such business. For purposes of this agreement, competition, competing, or operating a competing business, shall mean another general merchandising discount store such as a variety store, discount variety store, discount department store, junior department store, dollar store, discount clothing store including "one price" type stores, off-price clothing stores, outlet store, liquidation or closeout store, thrift store or any store similar to Pamida's in operation or merchandising consisting of more than 10,000 square feet in area, a free-standing pharmacy of any size or a pharmacy operation contained within another retail store of any size.

8. Rittenhouse agrees that any building currently existing or to be constructed upon the real estate described in Exhibit "2" shall be a commercial building.

9. 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 and assigns, including but not limited to all subsequent owners of the Pamida Land and the Rittenhouse 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: [Signature]
And: [Signature]
Title: [Signature]

[Signature]
Rodney D. Rittenhouse

[Signature]
Connie S. Rittenhouse

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing Cross-Easement Agreement was acknowledged to before me this 21st day of June, 1999 by Robert A. Ellison and Frank A. Washburn, the VP, Lead Estate and VP, COO respectively of Pamida, Inc., a Delaware corporation, on behalf of such corporation.

Gretchen V. Rorebeck
Notary Public



My Commission Expires:
Dec 1, 1999

STATE OF Ohio)
) ss.
COUNTY OF Delaware)

The above and foregoing Cross-Easement Agreement was acknowledged to before me this 23rd day of June, 1999 by Rodney D. Rittenhouse and Connie S. Rittenhouse, husband and wife.

Connie S. Rittenhouse
Notary Public

My Commission Expires:
Dec 26, 2002
Notary Public, State of Ohio
My Commission Expires May 26, 2002

Prepared By:
Abraham Kaslow & Casman
8712 West Dodge Road, Suite 300
Omaha, NE 68114

SEAL

Exhibit "1"
(Pamida Land)

LEGAL DESCRIPTION

A parcel of land being part of Lots 6, 7, 8 and 9 of the Shady Gardens Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Jefferson Township, Williams County, Ohio and being more particularly described as follows:

Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6;

THENCE North 00 degrees 00 minutes 00 seconds East, on the West Line of the Southwest Quarter of Section 6, for a distance of 178.35 feet, to a point;

THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" iron pin found;

THENCE South 78 degrees 28 minutes 54 seconds East, for a distance of 190.45 feet, to a 5/8" iron pin found;

THENCE South 80 degrees 37 minutes 03 seconds East, for a distance of 91.19 feet, to a 5/8" X 30" iron pin and reference cap set, being the **TRUE POINT OF BEGINNING** for the parcel

herein described;

THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 461.46 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 358.16 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 502.81 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE North 86 degrees 16 minutes 13 seconds West, for a distance of 178.61 feet, to a 5/8" iron pin found;

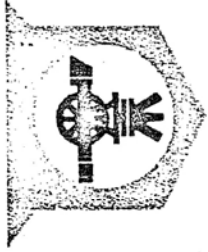
THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 182.37 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described, containing 4.001 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.


Chester A. Miller

Registered Surveyor No. 6691

SEAL



Ernsberger, Miller & Associates

Engineers - Surveyors
PO Box 532 PO Box 652
Defiance, Ohio 43512 Xenia, Ohio 45385
Phone: 1-419-782-9230 - 1-800-305-9230
Fax: 1-419-782-0520 - 1-800-367-8818
email: ema@defnet.com
Chester A. Miller, Owner
Registered Surveyor: Indiana, Kentucky & Ohio

June 25, 1999

A Description For
(2.769 Acre Parcel)

Re: WM/99/187

L E G A L D E S C R I P T I O N

A parcel of land being part of Lots 9, 10, 11, 12, 13 and 14 of the Shady Garden Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Jefferson Township, Williams County, Ohio and being more particularly described as follows:

Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6;

THENCE North 00 degrees 00 minutes 00 seconds East, on the West Line of the Southwest Quarter of Section 6, for a distance of 586.91 feet, to a point;

THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a point being the **TRUE POINT OF BEGINNING** for the parcel herein described; THENCE continuing North 90 degrees 00 minutes 00 seconds East, for a distance of 276.58 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 461.46 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 91.19 feet, to a 5/8" iron pin found;

Exhibit 2
Page 2

June 25, 1999

A Description For
(2.769 Acre Parcel)


Re: WM/99/187

LEGAL DESCRIPTION

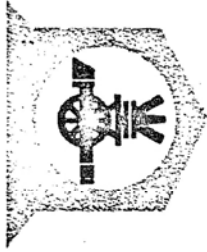
THENCE North 78 degrees 28 minutes 54 seconds West, for a distance of 190.45 feet, to a 5/8" iron pin found;

THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 408.56 feet, to the **TRUE POINT OF BEGINNING** of the parcel herein described, containing 2.769 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.


Chester A. Miller
Registered Surveyor No. 6691

Page 2



Ernsberger, Miller & Associates

Engineers - Surveyors
PO Box 532 PO Box 652
Defiance, Ohio 43512 Xenia, Ohio 45385
Phone: 1-419-782-9230 - 1-800-305-9230
Fax: 1-419-782-0520 - 1-800-367-8818
email: ema@defnet.com
Chester A. Miller, Owner
Registered Surveyor: Indiana, Kentucky & Ohio

June 25, 1999

A Description For
(5.286 Acre Parcel)

Re: WM/99/187

LEGAL DESCRIPTION

A parcel of land being part of Lots 4, 5 and 6 of the Shady Gardens Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Jefferson Township, Williams County, Ohio and being more particularly described as follows:

Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6;

THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 586.91 feet, to a point;

THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 664.74 feet, to a 5/8" X 30" iron pin and reference cap set being the **TRUE POINT OF BEGINNING** for the parcel herein described; THENCE continuing North 90 degrees 00 minutes 00 seconds East, for a distance of 522.72 feet, to a point on the East Line of the West Half of the Southwest Quarter of Section 6;

THENCE South 00 degrees 07 minutes 23 seconds West, on the East Line of the West Half of the Southwest Quarter of Section 6, for a distance of 385.15 feet, to a 5/8" iron pin found;

THENCE South 89 degrees 54 minutes 53 seconds West, for a distance of 299.90 feet, to a 5/8" iron pin found;

THENCE South 00 degrees 07 minutes 23 seconds West, for a distance of 165.00 feet, to a 5/8" iron pin found;

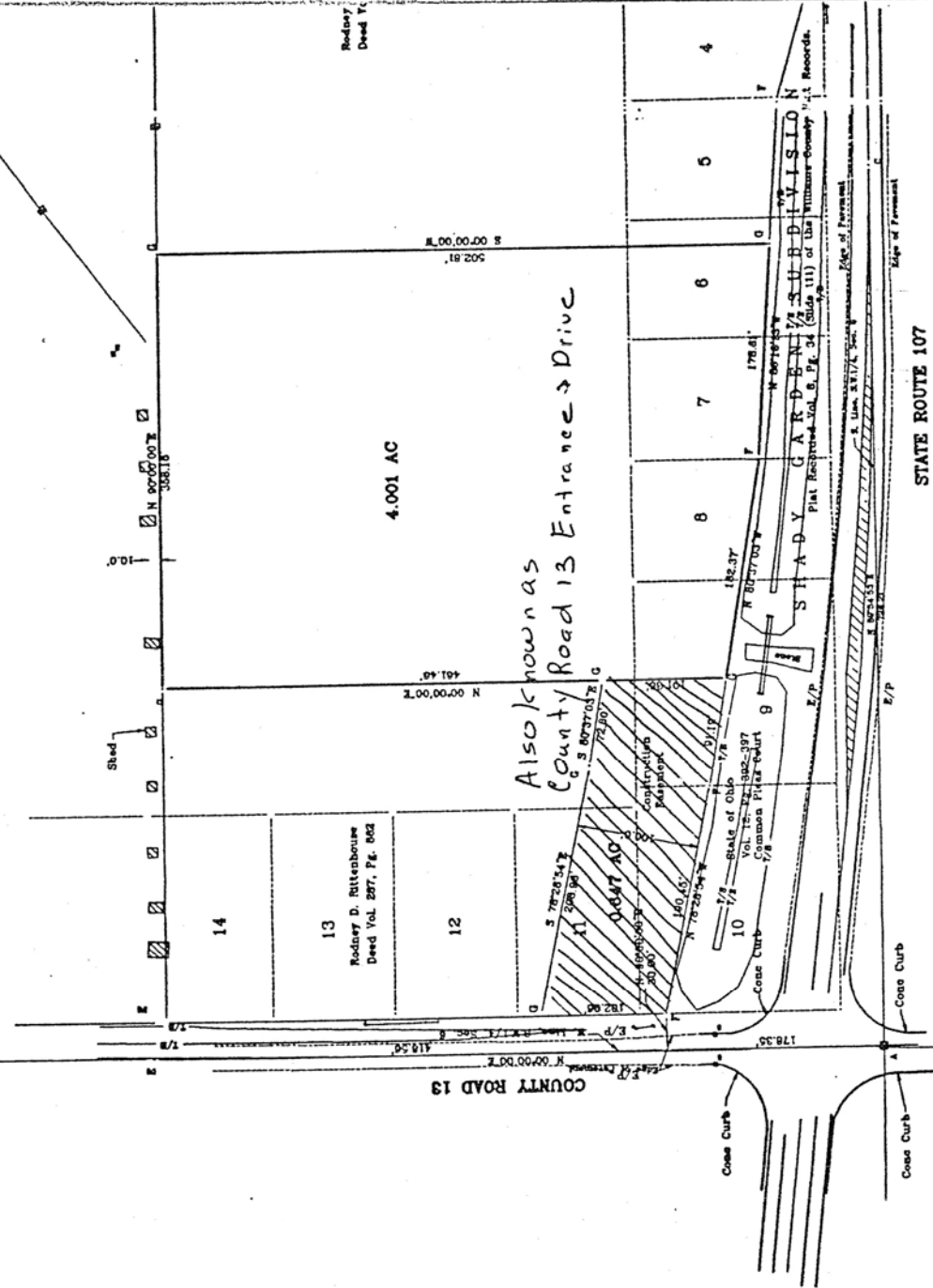
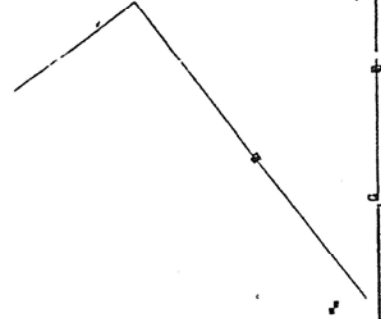
SCHEDULE B - EASEMENTS

The Lake Shore Power Company
Deed Vol. 133, Pg. 43 1076' east & 20' N. of
S.W. cor., S.W.1/4, Sec. 9.

The Toledo Edison Company
Deed Vol. 227, Pg. 147
for a 20' wide strip being southerly
of the existing railroad.

Centerline Survey Plat for State Route 107
Plat Vol. 9, Pg. 94

- A - Mon. Box Id. @ SW. cor. S.W.1/4, Sec. 6
- B - Railroad spike Id. @ S.E. cor., S.W.1/4, Sec. 6
- C - Mon. Box Id. on line A-B
- D - Railroad spike Id. @ point of int. of S. N.W. Railroad & line A-B
- E - Railroad spike Id. @ point of int. of S. N.W. Railroad & line A-B
- F - 5/8" iron pin Id.
- G - 5/8" x 30" iron pin & reference cap set

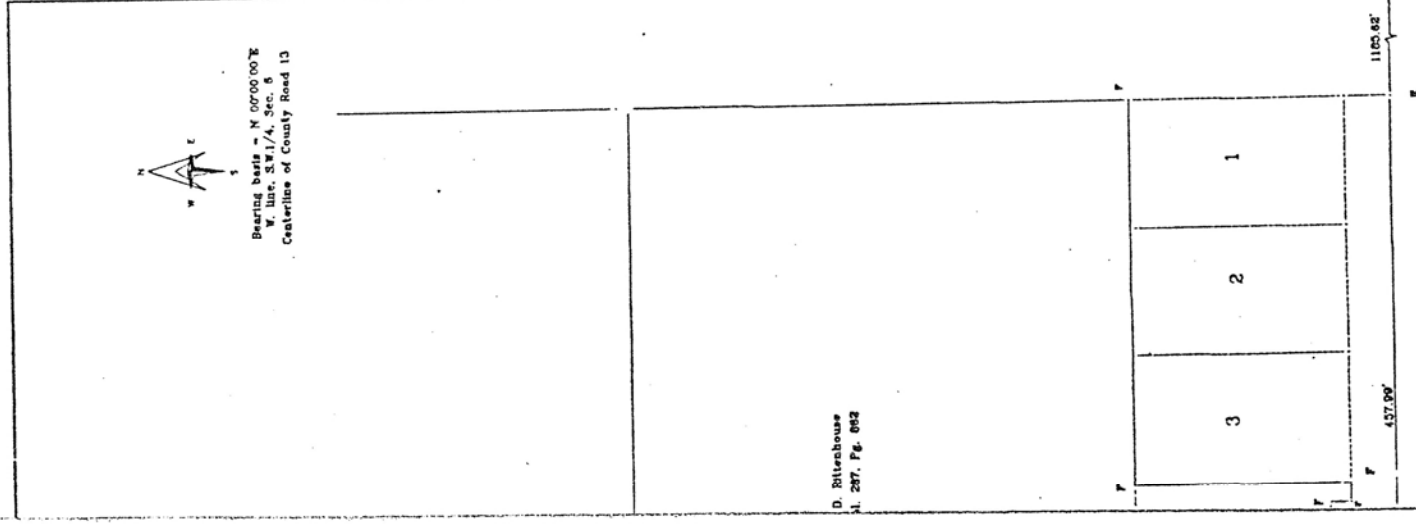


UTILITY WARNING

The underground utilities shown herein have been located from field surveys and existing drawings. The SURVEYOR makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The SURVEYOR further does not warrant that the underground utilities shown are in the exact location indicated although he has exercised due care in their location as accurately as he is able to locate them. The SURVEYOR has not physically located the underground utilities.

FLOOD NOTE

By graphic plotting only, this property is located in ZONE C (area of minimal flooding) as indicated on the F.I.M. Flood Map No. 390725 0100 B dated: August 19, 1967.



Bearing reads - N 09°00'00" E
 W line, SW 1/4, Sec. 6
 Centerline of County Road 13

D. Rittenhouse
 A. 287, Pg. 063

- LEGEND**
- P Power pole
 - ⊕ Light pole
 - ⊙ Bush
 - ⊖ Water valve
 - ⊞ Mailbox
 - ⊕ Man hole
 - ⊞ Catchbasin
 - ⊕ Fire hydrant
 - Tree tree
 - ⊙ Pine tree
 - ⊖ Bush
 - ⊞ Bench Mark
 - ⊕ Top of Bank
 - 7/8 Top of Slope



LEGAL DESCRIPTION

PAMIDA PARCEL

A parcel of land being part of Lots 6, 7, 8 and 9 of the Shady Gardens Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Jefferson Township, Williams County, Ohio and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 6, THENCE North 00 degrees 00 minutes 00 seconds East, on the West line of the Southwest Quarter of Section 6, for a distance of 176.35 feet, to a point THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" iron pin found; THENCE South 00 degrees 00 minutes 00 seconds East, for a distance of 101.36 feet, to a 5/8" X 30" iron pin and reference cap set; THENCE South 03 degrees 37 minutes 03 seconds East, for a distance of 91.19 feet, to a 5/8" X 30" iron pin and reference cap set, being the TRUE POINT OF BEGINNING for the parcel herein described; THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 481.46 feet, to a 5/8" X 30" iron pin and reference cap set; THENCE South 00 degrees 00 minutes 00 seconds East, for a distance of 358.16 feet, to a 5/8" X 30" iron pin and reference cap set; THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 502.81 feet, to a 3/8" X 30" iron pin and reference cap set, for a distance of 176.81 feet, to a 5/8" iron pin found; THENCE North 03 degrees 03 minutes 03 seconds West, for a distance of 102.37 feet, to a 5/8" X 30" iron pin and reference cap set, being the TRUE POINT OF BEGINNING of the parcel herein described, containing 4.001 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

CONSTRUCTION EASEMENT

A parcel of land being part of Lots 9, 10 and 11 of the Shady Gardens Subdivision, and also part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Jefferson Township, Williams County, Ohio and being more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of Section 6, THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 176.35 feet, to a point; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" iron pin found being the TRUE POINT OF BEGINNING for the parcel herein described; THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 102.36 feet, to a 5/8" X 30" iron pin and reference cap set; THENCE South 78 degrees 25 minutes 54 seconds East, for a distance of 208.96 feet, to a 5/8" X 30" iron pin and reference cap set; THENCE South 09 degrees 37 minutes 03 seconds East, for a distance of 78.80 feet, to a 5/8" X 30" iron pin and reference cap set; THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 101.36 feet, to a 5/8" X 30" iron pin and reference cap set; THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 91.19 feet, to a 5/8" iron pin found; THENCE North 78 degrees 25 minutes 54 seconds West, for a distance of 190.45 feet, to the West line of the parcel herein described, containing 0.047 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

ALTA/ACSM LAND TITLE SURVEY
FOR
PAMIDA, INC.

Based Upon Title Commitment No. 93151
 of Lawyers Title Insurance Corporation
 bearing an effective date of June 1, 1999.

To: Pamida, Inc., Lawyers Title Insurance Corporation
 The undersigned hereby certifies to the best of his professional knowledge, information and belief that the facts stated in the above Survey on which this plat is based are true and correct in accordance with the provisions of the Standard Detail Requirements and Classification for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and ACSM in 1962, in accordance with the "Survey Requirements for the Pamida, Inc."

Charles A. Miller
 Charles A. Miller
 Registered Surveyor No. 6091
 in the State of Ohio

Date of Survey: June 15, 1999



DMA Project No.: WM 99187



Ernsberger, Miller & Associates
 ENGINEERS & SURVEYORS
 1911 BALTIMORE ROAD, SUITE E1
 BALTIMORE, MD 21287

Exhibit "3"
(Construction Easement and County Road 13 Access)

L E G A L D E S C R I P T I O N

A parcel of land being part of Lots 9, 10 and 11 of the Shady Gardens Subdivision, and also part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, Jefferson Township, Williams County, Ohio and being more particularly described as follows:

Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6;

THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 178.35 feet, to a point;

THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" iron pin found being the **TRUE POINT OF BEGINNING** for the parcel herein described;

THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 102.06 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE South 78 degrees 28 minutes 54 seconds East, for a distance of 208.96 feet, to a 5/8" X 30" iron pin and reference cap set;


THENCE South 80 degrees 37 minutes 03 seconds East, for a distance of 72.80 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 101.36 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 91.19 feet, to a 5/8" iron pin found;

THENCE North 78 degrees 28 minutes 54 seconds West, for a distance of 190.45 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described, containing 0.647 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.


Chester A. Miller
Registered Surveyor No. 6691

SEAL

June 25, 1999

A Description For
(5.286 Acre Parcel)

Re: WM/99/187

L E G A L D E S C R I P T I O N

THENCE South 89 degrees 54 minutes 53 seconds West, for a distance of 14.83 feet, to a 5/8" iron pin found;

THENCE North 00 degrees 05 minutes 07 seconds West, for a distance of 15.00 feet, to a 5/8" iron pin found;

THENCE North 73 degrees 42 minutes 01 seconds West, for a distance of 88.62 feet, to a 5/8" iron pin found;

THENCE North 86 degrees 16 minutes 13 seconds West, for a distance of 121.98 feet, to a 5/8" X 30" iron pin and reference cap set;

THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 502.81 feet to the **TRUE POINT OF BEGINNING** of the parcel herein described, containing 5.286 acres of land, more or less, excepting therefrom all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.


Chester A. Miller

Registered Surveyor No. 6691

SEAL

200600064156
Filed for Record in
WILLIAMS COUNTY, OHIO
PATSY A. MEALER
02-08-2006 AC 09:55 a.m.
ASSIGNMENT 52.00
Book 205 Page 1646 - 1650

200600064156
FIRST AMERICAN TITLE INS CO
LRG ENV

Prepared By:

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

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

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 Montpelier, County of Williams, State of Ohio, 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

Montpelier, OH (Store 3168)
PHIL 656049-2

FIRST AMERICAN TITLE INS. CO.
NATIONAL COMMERCIAL SERVICES
No. 2X5161949A
104821

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 Quienoco
My Commission Expires: Jan. 17, 2007
ESPERANZA QUIENOCO
Notary Public, State of New York
No. 01005038073
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 23 day of January 2006.

Notary Public
Name: Esperanza Quienoco
My Commission Expires: Jan. 17, 2007
ESPERANZA QUIENOCO
Notary Public, State of New York
No. 01005038073
Qualified in Kings County
Commission Expires Jan. 17, 2007

OR 0205 PAGE 1650

EXHIBIT "A"

A parcel of land being part of Lots 6, 7, 8 and 9 of the Shady Garden Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, The Village of Montpelier, Williams County, Ohio and being more particularly described as follows: Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6; THENCE North 00 degrees 00 minutes 00 seconds East, on the West line of the Southwest Quarter of Section 6, for a distance of 178.35 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" inch pin found; THENCE South 78 degrees 28 minutes 54 seconds East, for a distance of 190.45 feet, to a 5/8" inch iron pin found; THENCE South 80 degrees 37 minutes 03 seconds East, for a distance of 91.19 feet, to a 5/8" x 30" iron pin and reference cap set, being the TRUE POINT OF BEGINNING for the parcel herein described; THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 461.46 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 358.16 feet, to a 5/8" x 30" iron pin and a reference cap set; THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 502.81 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 86 degrees 16 minutes 13 seconds West, for a distance of 178.61 feet, to a 5/8" iron pin found; THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 182.37 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 4.001 acres of land, more or less, excepting there from all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Surveyed by Chester A. Milier, Registered Surveyor No. 6691, Surveyor, and recorded in Volume 18R, Page 112 of the William County Survey Records in the office of the William County Engineer.

Together with non-exclusive easement rights created by Cross Easement Agreement by instrument recorded in Volume 321 of Deeds, page 382.

Tax I.D. (073-060-00-008.001)

EXHIBIT "A"

A parcel of land being part of Lots 6, 7, 8 and 9 of the Shady Garden Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, The Village of Montpelier, Williams County, Ohio and being more particularly described as follows: Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6; THENCE North 00 degrees 00 minutes 00 seconds East, on the West line of the Southwest Quarter of Section 6, for a distance of 178.35 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" inch pin found; THENCE South 78 degrees 28 minutes 54 seconds East, for a distance of 190.45 feet, to a 5/8" inch iron pin found; THENCE South 80 degrees 37 minutes 03 seconds East, for a distance of 91.19 feet, to a 5/8" x 30" iron pin and reference cap set, being the TRUE POINT OF BEGINNING for the parcel herein described; THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 461.46 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 358.16 feet, to a 5/8" x 30" iron pin and a reference cap set; THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 502.81 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 86 degrees 16 minutes 13 seconds West, for a distance of 178.61 feet, to a 5/8" iron pin found; THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 182.37 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 4.001 acres of land, more or less, excepting there from all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Surveyed by Chester A. Miller, Registered Surveyor No. 6691, Surveyor, and recorded in Volume 18R, Page 112 of the William County Survey Records in the office of the William County Engineer.

Together with non-exclusive easement rights created by Cross Easement Agreement by instrument recorded in Volume 321 of Deeds, page 382.

* Jefferson Township

Tax I.D. (073-060-00-008.001)

There shall be no construction of any buildings or other structure within 90 feet of the center line of the roadway abutting this property.

Legal Description Approved
Williams County Engineer

By [Signature] 2-8-06

This conveyance has been examined and the Grantor has complied with §§19.202 of the Ohio Revised Code

Fee \$6400⁰⁰ Transfer Fee \$ 50 Exempt _____

Transferred 2-8-06 By D. Gordon
DEBORAH S. NESTER, WILLIAMS COUNTY AUDITOR

OR 0205 PAGE 1644

200600064155
Filed for Record in
WILLIAMS COUNTY, OHIO
PATSY A. HEALER
02-08-2006 AT 09:55 am.
QUIT CLAIM
Book 205 Page 1644 - 1645

JK

QUIT-CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That **PAMIDA, INC., A DELAWARE CORPORATION** ("Grantor"), for valuable consideration paid, grants to **PAMIDA SPE REAL ESTATE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**, whose tax mailing address is **700 PILGRIM WAY, GREEN BAY, WI 54304**, the following described real property:

LEGAL DESCRIPTION
See attached Exhibit "A"

Parcel No.: 073-060-00-008.001
Address: 1625 E. Main Street, PO Box 86, Montpelier, OH

Prior instrument reference: Volume 321, Page 380, Document Number 993525 of Official Records of **WILLIAMS COUNTY, Ohio**.

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed on this 27 day of September, 2006.

PAMIDA, INC., A DELAWARE CORPORATION


STEVEN ANDREWS
SENIOR VICE PRESIDENT

STATE OF NY : SS
COUNTY OF NY :

The foregoing instrument was acknowledged before me this 27th day of September, 2006, by **STEVEN ANDREWS, SENIOR VICE PRESIDENT OF PAMIDA, INC., A DELAWARE CORPORATION**.


Notary Public
JOHN P. BONURA
Notary Public, State of New York
Notary No. 0180508261
Qualified in New York County
Commission Expires October 6, 2009.

This instrument prepared by:
Steve Cusano, Esq.
c/o Klehr, Harrison, Harvey, Branzburg & Eilers LLP
260 S. Broad Street
Philadelphia, PA 19102

200600064155
FIRST AMERICAN TITLE INS CO
LR6 ENY

REC'D ANDREWS, SENIOR VICE PRESIDENT
PAMIDA, INC., A DELAWARE LIMITED LIABILITY COMPANY
By: NCS (01/9/09)
10-28-09

EXHIBIT "A"

A parcel of land being part of Lots 6, 7, 8 and 9 of the Shady Garden Subdivision and also being part of the Southwest Quarter of Section 6, Township 7 North, Range 3 East, The Village of Montpelier, Williams County, Ohio and being more particularly described as follows: Commencing at a monument box found, at the Southwest corner of the Southwest Quarter of Section 6; THENCE North 00 degrees 00 minutes 00 seconds East, on the West line of the Southwest Quarter of Section 6, for a distance of 178.35 feet to a point; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 30.00 feet, to a 5/8" inch pin found; THENCE South 78 degrees 28 minutes 54 seconds East, for a distance of 190.45 feet, to a 5/8" inch iron pin found; THENCE South 80 degrees 37 minutes 03 seconds East, for a distance of 91.19 feet, to a 5/8" x 30" iron pin and reference cap set, being the TRUE POINT OF BEGINNING for the parcel herein described; THENCE North 00 degrees 00 minutes 00 seconds East, for a distance of 461.46 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 90 degrees 00 minutes 00 seconds East, for a distance of 358.16 feet, to a 5/8" x 30" iron pin and a reference cap set; THENCE South 00 degrees 00 minutes 00 seconds West, for a distance of 502.81 feet, to a 5/8" x 30" iron pin and reference cap set; THENCE North 86 degrees 16 minutes 13 seconds West, for a distance of 178.61 feet, to a 5/8" iron pin found; THENCE North 80 degrees 37 minutes 03 seconds West, for a distance of 182.37 feet to the TRUE POINT OF BEGINNING of the parcel herein described, containing 4.001 acres of land, more or less, excepting there from all legal easements, zoning restriction and legal highways of record.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

Surveyed by Chester A. Miller, Registered Surveyor No. 6691, Surveyor, and recorded in Volume 18R, Page 112 of the William County Survey Records in the office of the William County Engineer.

Together with non-exclusive easement rights created by Cross Easement Agreement by instrument recorded in Volume 321 of Deeds, page 382.

* Je Green township
Tax I.D. (073-060-00-008.001)

*There shall be no construction of any buildings
or other structures within 90 feet of the center line
of the roadway abutting this property;*

Legal Description Approved

Williams County Engineer

By [Signature] 5-8-06

This conveyance has been examined and the Grantor has complied with §319.202 of the Ohio Revised Code

Fee \$2400⁰⁰ Transfer Fee \$ 50 Exempt _____

Transferred 2-8-06 By [Signature]
DEBORAH S. NESTER, WILLIAMS COUNTY AUDITOR

Delaware

pink

The First State

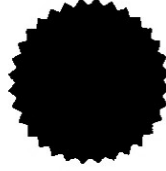
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "PAMIDA SPE REAL ESTATE, LLC", CHANGING ITS NAME FROM "PAMIDA SPE REAL ESTATE, LLC" TO "SPIRIT SPE PORTFOLIO 2006-3, LLC", FILED IN THIS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

200600067005
 Filed for Record in
 WILLIAMS COUNTY, OHIO
 PATSY A. HEALER
 06-14-2006 AT 01:11 pm.
 AMENDMENT 36.00
 Book 212 Page 210 - 212

200600067005
 FIRST AMERICAN TITLE INSURANCE CO
 LRG UPS ENV

FIRST AMERICAN TITLE INS. CO.
 NATIONAL COMMERCIAL SERVICE:

No. DCS/6949
1042921



Harriet Smith Windsor
 Harriet Smith Windsor, Secretary of State

4091047 8100
 060532157

AUTHENTICATION: 4790165

DATE: 06-01-06

State of Delaware
Secretary of State
Division of Corporations
Delivered 06-04 PM 05/31/2006
FILED 05:57 PM 05/31/2006
SERV 060527026 - 4091047 FILE

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"

Mary IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 31 day of

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

By: 
Name: Peter G. Veskobouba
Title: Secretary