



General Warranty Deed*

INDEXED

Susan E. Beechler, unmarried ¹, of Highland County, Ohio
for valuable consideration paid, grant(s) with general warranty covenants, to
Pamida, Inc., a Delaware Corporation, whose tax-mailing address is
8800 F Street, P.O. Box 3856, Omaha, NE 68103-0856

the following REAL PROPERTY: Situated in the County of Highland in the State
of Ohio and in the City of Greenfield ²

VMS #647 & #650

Being bounded and described as follows: Beginning at a spike found in the center of State Route No. 28, said point being the Northwest corner to the tract of which this description is a part, said point also being a corner to a 0.575 acre tract of land owned by Zavakos Belmont, Inc. as recorded in Volume 267, Page 663 of the Highland County Deed Records; thence with the center of State Route No. 28 N. 82 deg. 25 min. E. a distance of 191.15 ft. to a spike set at the point of true beginning to the herein described tract; thence continuing with the center of said road N. 82 deg. 25 min. E. a distance of 326.62 ft. to a spike (set), said point being a corner to national Church Residences of Greenfield, Inc.; thence leaving said road and running with their line S. 9 deg. 02 min. E. crossing a 1/2 inch iron pin found at 30.00 ft. a total distance of 480.49 ft. to a 1/2 inch iron

* CONTINUED ON THE REVERSE *

Volume 259, Page 866 and
Prior Instrument Reference: Volume 280 Page 129 of the Deed Records of Highland
County, Ohio.
~~Grantor, releases all rights of whatever kind.~~ Witness her hand(s) this 27 day
of October, 19 99

Signed and acknowledged in presence of:

Elizabeth D. Jones
Elizabeth D. Jones

Susan E. Beechler
Susan E. Beechler ¹

Gregory Van Zant
State of Ohio County of Highland ss.

BE IT REMEMBERED, That on this 27 day of October, 19 99, before me,
the subscriber, a Notary Public in and for said state, personally came,
Susan E. Beechler, unmarried the Grantor(s) in the
foregoing deed, and acknowledged the signing thereof to be her voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my Off. seal
on the day and year last aforesaid.



GREGORY F. VAN ZANT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.

[Signature]

This instrument was prepared by JUDKINS & HAYES, Attorneys at Law, 303 W. Jefferson Street,
Greenfield, Ohio 45123

- (1) Name of Grantor(s) and marital status.
- (2) Description of land or interest therein, and encumbrances, reservations, and exceptions, taxes and assessments, if any.
- (3) Delete whichever does not apply.
- (4) Execution in accordance with Chapter 5301 Ohio Revised Code.

Auditor's and Recorder's Stamps

*See Sections 5302.05 and 5302.06 Ohio Revised Code.

* CONTINUED *

pin (found), said point being a corner to Jerry E. Merritt; thence with Merritt's lines N. 84 deg. 51 min. 38 sec. W. a distance of 150.03 ft. to a 1/2 inch iron pin (found); thence N. 72 deg. 29 min. 51 sec. W. a distance of 203.64 ft. to a 1/2 inch iron pin (found); thence with a new division line N. 8 deg. 51 min. W. crossing an iron pin set at 331.04 ft. a total distance of 361.04 ft. to the point of true beginning, containing 3.235 acres of land.

This description is part of a 4.591 acre tract of land as conveyed to Zavakos Belmont, Inc. by Deed recorded in Volume 258, Page 794 of the Highland County Record of Deeds. This description based on a survey by Charles M. Ryan, Registered Surveyor No. 5383, November, 1982.

APPROVED
FOR TRANSFER 3.235A
HIGHLAND COUNTY
TAX MAP OFFICE
DATE 11/3/99
SIGNATURE BW

TRANSFERRED
CONVEYANCE EXAMINED,
SEC. 319-202 R.C. COMPLIED WITH

NOV 08 1999

CONV. FEE \$ 140.00
TRANSFER FEE \$.50
BILL FAWLEY HIGHLAND CO. AUDITOR

199900010192
Filed for Record in
HIGHLAND COUNTY, OHIO
DWIGHT "IKE" HOODSON
On 11-08-1999 At 02:40 pm.
DEED 14.00
OR Book 288 Page 293 - 294

199900010192
GREG VAN ZANT PICK UP

General
Warranty
Deed

FROM

TO

H13

29237

INDEXED

VOL 084 PAGE 675
RIGHT-OF-WAY EASEMENT

NOTARIAL PUBLIC
August 11 1993
HIGHLAND COUNTY, OHIO
DILLIARD, ALTON
DEPUTY

KNOW ALL MEN BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Zavakos Enterprises, Inc. and _____, Address 415 E. Helena Street, Dayton, Ohio 45404-1037, hereinafter referred to as Grantor, by the HIGHLAND COUNTY COMMISSIONERS, HIGHLAND COUNTY, OHIO, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a sewer main or mains and appurtenances, including the installing and maintaining of service connections and pipes, setting and maintaining all appurtenances and the making of all repairs to mains, services and appurtenances connected therewith that in the opinion of the Grantee may be necessary at any time, also to disconnect any service or main, or to do any other thing that may be necessary or advisable in the judgement of said Grantee, its successors and assigns, in order to maintain or operate said mains, connections, pipes and appurtenances in accordance with the Rules and Regulations for the management and protection of said Sever System -- HIGHLAND COUNTY, OHIO, Line _____, now in force or that may be adopted, over, across, and through the land of the Grantor situated in HIGHLAND COUNTY, STATE OF OHIO, said land being described as follows:

A 3.235 Acre parcel, Parcel I.D. No. 27-14-001-138-001, with the right of ingress and egress over the adjacent lands of the Grantor, their successors and assigns, for the purposes of this easement.

This Easement shall be 40 feet in width, exceeding existing buildings located therein and described as follows:

Centerline being 20 feet west of and parallel to the east property line, beginning at a point on the north property line (south right-of-way line of S.R. 28), and thence south a distance of 215 feet.

In addition, the undersigned grants to said Grantee a temporary easement for construction purposes 0 feet in width on _____ side of said permanent easement. (For further description reference is hereby made to sewer system plans on file at the office of the HIGHLAND COUNTY COMMISSIONERS.)

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the Easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, their successors and assigns.

Construction specifications for this project shall include a requirement that contractor will repair damages to property to at least the condition prior to construction. Every effort shall be made to minimize damage to existing trees and shrubs, however, the Grantee will be responsible for replacement and reimbursement of such trees and shrubs as are specifically agreed to before construction begins.

The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 30th day of April, 1993.

WITNESSES
[Signature]
[Signature]

ZAVAKOS ENTERPRISES, INC.
Grantors: Zavakos Enterprises, Inc.
[Signature]
Grantors: [Signature]

STATE OF OHIO, COUNTY OF HIGHLAND, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Zavakos Enterprises, Inc. by CAVIST L. ZAVAKOS, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

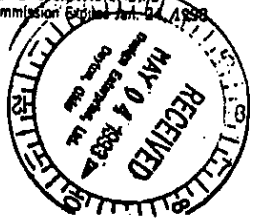
ITS PRESIDENT

IN TESTIMONY WHEREOF, I hereunto set my hand and seal in Highland County, Ohio, this the 30th day of April, 1993.

RECEIVED FOR RECORD
Official RECORD
NO. 84 PAGE 675
Aug 11 2 17 PM '93



Notary Public
My Commission Expires May 21, 1994
ALEX. P. KATONA, Notary Public
In and for the State of Ohio
My Commission Expires Jan 22, 1998



DWIGHT "IKE" HODSON
HIGHLAND COUNTY
RECORDED by Grantee
Fore approved as to legality and fore by County Prosecuting Attorney

* CONTINUED *

5/8" iron pin (set) marking the true point of beginning of the tract of land herein described; thence continuing with the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54 min. 20 sec. E., a distance of 112.59 ft. to a 5/8" iron pin (st); thence with a new division line S. 86 deg. 31 min. 12 sec. W. a distance of 525.02 ft. to a 5/8" iron pin (set); thence with another new division line N. 11 deg. 13 min. 14 sec. W., a distance of 287.46 ft. to a 1" flat iron rod (found), said iron rod being the Southwesterly corner of the 1.359 acre tract as conveyed to Zavakos Enterprises, Inc. (D. B. 334, Page 609); thence with the Southerly line of Zavakos Enterprises, Inc. S. 63 deg. 58 min. 23 sec. E., a distance of 116.48 ft. to a 1 1/4" iron pipe (found); thence with the Southerly line of Zavakos Enterprises, Inc. S. 74 deg. 40 min. 49 sec. E., passing the Southeasterly corner to said 1.359 acre tract and continuing with the Southerly line of a 3.235 acre tract also as conveyed to Zavakos Enterprises, Inc. (D. B. 334, Page 605) a total distance of 312.01 ft. to a 1/2" iron pin (found); thence also with the line of Zavakos Enterprises, Inc. S. 87 deg. 34 min. 49 sec. E., a distance of 151.30 ft. to the true point of beginning, containing 2.104 acres of land.

The above description is subject to an easement 20 feet in width over the Southerly portion of the above described 2.104 acre tract and being bounded and described as follows:

Beginning at a 5/8" iron pin (set) in the Westerly line of a 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D. B. 322, Page 301) and being the Southeasterly corner of the above described 2.104 acre tract; thence with the Southerly line of the above described 2.104 acre tract S. 86 deg. 31 min. 12. sec. W., a distance of 525.02 ft. to a 5/8" iron pin (set); thence with the Westerly line of the above described 2.104 acres tract N. 11 deg. 13' 14" W. a distance of 20.18 ft.; thence with the Northerly line of the herein easement N. 86 deg. 31 min. 12 sec. E., a distance of 524.78 ft. to a point in the Westerly line of the 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D. B. 322, Page 302); thence with the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54 min. 20 sec., E., a distance of 20.22 ft. to the beginning, containing 0.241 acres within said easement.

Subject to all other legal easements and rights of way of record. Bearings are based upon the record bearing (S. 74 deg. 56 min. 00 sec. W.) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 03, Page 02 (Envelope 52-B).

The above description is a part of the original 6 acres, 136 poles "Second Tract" as conveyed to B & I Developers and recorded in Official Record Volume 134, Page 851 of the Highland County Recorder's Office.

Land surveyed in July and October, 1995, under the direction of Thomas E. Purtell, Registered Professional Surveyor No. 6519, the survey plat of which is referred to as Drawing No. S95-340 on file in the office of McCarty Associates, Hillsboro, Ohio.

199900010193
Filed for Record in
HIGHLAND COUNTY, OHIO
DWIGHT "IKE" HODSON
On 11-08-1999 At 02:40 pm.
DEED 14.00
DR Book 288 Page 295 - 296

APPROVED
FOR TRANSFER 2.104A
HIGHLAND COUNTY
TAX MAP OFFICE
DATE 11/8/99
SIGNATURE [Signature]

199900010193
BREG VAN ZANT PICK UP

TRANSFERRED
CONVEYANCE EXAMINED
SEC. 319-202 R.C. COMPLIED WITH

NOV 08 1999

CONV. FEE \$ 46.00
TRANSFER FEE \$ 50.00
BILL FAWLEY HIGHLAND CO. AUDITOR

General
Warranty
Deed

FROM TO

36211

VOL 107 PAGE 255
RIGHT-OF-WAY EASEMENT

INDEXED

KNOW ALL MEN BY THESE PRESENTS that in consideration of One Dollar (\$1.00) and other good and valuable consideration paid to Zavakos Enterprises, Inc. and _____, Address 411 E. Helena Street, Dayton, Ohio 45404-1033, hereinafter referred to as Grantor, by the HIGHLAND COUNTY COMMISSIONERS, HIGHLAND COUNTY, OHIO, hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, transfer and convey unto the Grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove a sewer main or mains and appurtenances, including the installing and maintaining of service connections and pipes, setting and maintaining all appurtenances and the making of all repairs to mains, services and appurtenances connected therewith that in the opinion of the Grantee may be necessary at any time, also to disconnect any service or main, or to do any other thing that may be necessary or advisable in the judgement of said Grantee, its successors and assigns, in order to maintain or operate said mains, connections, pipes and appurtenances in accordance with the Rules and Regulations for the management and protection of said Sewer System -- HIGHLAND COUNTY, OHIO, Line _____, now in force or that may be adopted, over, across, and through the land of the Grantor situated in HIGHLAND COUNTY, STATE OF OHIO, said land being described as follows:

A 3.235 Acre parcel, Parcel I.D. No. 27-14-001-138-000, with the right of ingress and egress over the adjacent lands of the Grantor, their successors and assigns, for the purposes of this easement.

This Easement shall be 40 feet in width, excepting existing buildings located therein and described as follows:

Centerline being 20 feet west of and parallel to the east property line, beginning at a point on the north property line (south right-of-way line of S.R. 28), and thence south a distance of 215 feet.

In addition, the undersigned grants to said Grantee a temporary easement for construction purposes 0 feet in width on _____ side of said permanent easement. (For further description reference is hereby made to sewer system plans on file at the office of the HIGHLAND COUNTY COMMISSIONERS.)

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the Grantor, their successors and assigns, by reason of the installation, operation, and maintenance of the structures or improvements referred to herein. The Grantee covenants to maintain the Easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the Grantor, their successors and assigns.

Construction specifications for this project shall include a requirement that contractor will repair damages to property to at least the condition prior to construction. Every effort shall be made to minimize damage to existing trees and shrubs, however, the Grantee will be responsible for replacement and reimbursement of such trees and shrubs as are specifically agreed to before construction begins.

The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 14 day of JUNE, 1994.

WITNESSES:

[Signature]

Katrina V. Vauls

[Signature]

Grantor: Zavakos Enterprises, Inc.

Grantor:

STATE OF OHIO, COUNTY OF HIGHLAND, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above named Zavakos Enterprises, Inc. and _____ who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal in Highland County, Ohio, this the 7th day of June, 1994.



Katrina V. Vauls
Notary Public
My Commission Expires: KATRINA V. VAULS, Notary Public, in and for the State of Ohio, My Commission Expires Jan. 25, 1998

Form Prepared by Grantee
Form approved as to legality and form by County Prosecuting Attorney

RECEIVED FOR RECORD
Official RECORD
NO. 102 PAGE 255

TRANSFER UNNECESSARY
6/15/94
HIGHLAND COUNTY, OHIO
WILL FAWLEY, CLERK
DEPUTY

94 JUN 15 PM 3:25
DWINN HUBBSON
HIGHLAND COUNTY
RECORDER

Exception 11

200200002953
Filed for Record in
HIGHLAND COUNTY, OHIO
DWIGHT "IKE" HOODSON
03-27-2002 03:49 pm.
EASEMENT RW 28.00
OR Book 397 Page 673 - 677

200200002953
SMITH & QUANCE PICK UP

_____[Space Above This Line For Recording Data]_____

FIRST AMENDMENT TO EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made as of the 1st day of MARCH, 2002 by and between Pamida, Inc., a Delaware corporation, ("Pamida") and Susan E. Cadwallader f/k/a Susan E. Beechler ("Beechler").

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 "Pamida Land".

WHEREAS, Beechler 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 "Beechler Land".

WHEREAS, Pamida and Beechler entered into that certain Easement Agreement made as of the 22nd day of October, 1999 and recorded on November 10, 1999 in the office of the Register of Deeds for Highland County, Ohio in Vol. 288 page 536 as document #199900010247 ("Easement").

WHEREAS, Pamida and Beechler desire to amend said Easement.

NOW, THEREFORE, In consideration of the mutual agreement herein contained, the parties hereto mutually agree as follows:

1. Section 5. Section 5 of the Easement is hereby deleted in its entirety and the following is hereby inserted in lieu thereof:

5. Pamida hereby grants to Beechler and all present and future tenants, licensees, owners and occupants of the Beechler 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 driveways, walkways, entrances and exits which are now or hereafter may be located on the Pamida Land or any portion thereof. In addition, Pamida grants to Beechler a revocable license to use any parking areas on the Pamida Land, provided, however, that any building

Exception 12b

constructed on any portion of the Beechler Property shall have a parking lot of sufficient size to maintain a parking ratio as required by the state and/or by the local municipality, but in no event less than 3.0 spaces for every 1,000 square feet of the building. Such license may be revoked by Pamida at any time in Pamida's sole discretion, notwithstanding the fact that the parking ratio set forth above is then satisfied.

2. Ratification. All other terms and conditions of the Easement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Pamida and Beechler have caused this Amendment to be executed as of the day and year first written above.

PAMIDA, INC

SUSAN E CADWALLADER
f/k/a SUSAN E. BEECHLER

Larry Zebe
By: Larry Zebe

Susan E. Cadwallader

STATE OF OHIO)
) ss.
COUNTY OF HIGHLAND)

The foregoing instrument was acknowledged before me this 19th day of MARCH, 2002, by Susan E. Cadwallader f/k/a Susan E. Beechler.

Peter D. Quance
Notary Public
My Commission: _____

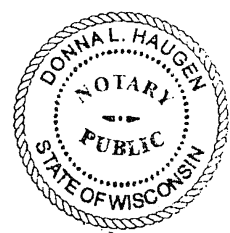


PETER D. QUANCE
NOTARY PUBLIC, STATE OF OHIO
ATTORNEY'S COMMISSION
NO EXPIRATION DATE

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

The foregoing instrument was acknowledged before me this 15 day of January, 2002, by Larry Zebe, the Vice President of Real Estate of Pamida, Inc., a Delaware corporation, on behalf of the corporation.

Donna L. Haugen
Notary Public
My Commission: expires July 17, 2005



PREPARED BY PAMIDA INC.

TRACT 1

Situated in the City of Greenfield, in the County of Highland, and in the State of Ohio, being bounded and described as follows:

Beginning at a spike found in the center of State Route No. 28, said point being the northwest corner to the tract of which this description is a part, said point also being a corner to a 0.575 acre tract of land owned by Zavakos Belmont, Inc., as recorded in Volume 267, Page 663 of the Highland County Deed Records; thence with the center of State Route No. 28 N 82° 25' E a distance of 191.15 ft. to a spike set as the point of true beginning to the herein described tract; thence continuing with the center of said road N 82° 25' E a distance of 326.62 ft. to a spike (set), said point being a corner to National Church Residences of Greenfield, Inc., thence leaving said road and running with their line S 9° 02' E, crossing a ½ inch iron pin found at 30.00 ft. a total distance of 480.49 ft. to a ½ inch iron pin (found), said point being a corner to Jerry E. Merritt; thence with Merritt's lines N 84° 51' 38" W a distance of 150.03 ft. to a ½ inch iron pin (found); thence N 72° 29' 51" W a distance of 203.64 ft. to a ½ inch iron pin (found); thence with a new division line N 8° 52' W crossing an iron pin set at 331.04 ft. a total distance of 361.04 ft. to the point of true beginning, containing 3.235 acres of land.

TRACT 2

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V. M. S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a P. K. Nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said P. K. Nail being the Northeastly corner of a 3.235 acres tract as conveyed to Zavakos Enterprises, Inc. (D. B. 334, Page 605) and the northwesterly corner of a 3.932 acres tract as conveyed to National Church Residences of Greenfield, Inc. (D. B. 322, Page 301); thence with the easterly line of Zavakos Enterprises, Inc. and the westerly line of National Church Residences of Greenfield, Inc. S 11° 19' 12" E, passing a 5/8" iron pin (set) at 30.00 ft., a total distance of 480.49 ft. to a 5/8" iron pin (set) marking the true point of beginning of the tract of land herein described; thence continuing with the westerly line of National Church Residences of Greenfield, Inc. S 11° 54' 20" E, a distance of 112.59 ft. to a 5/8" iron pin (set); thence with a new division line S 86° 31' 12" W, a distance of 525.02 ft. to a 5/8" iron pin (set); thence with another new division line N 11° 13' 14" W, a distance of 287.46 ft. to a 1" flat iron rod (found), said iron rod being the southwestly corner of the 1.359 acres tract as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 609); thence with the southerly line of Zavakos Enterprises, Inc. S 63° 58' 23" E, a distance of 116.48 ft. to a 1 ¼" iron pipe (found); thence with the southerly line of Zavakos Enterprises, Inc. S 74° 40' 49" E, passing the southeasterly corner to said 1.359 acres tract and continuing with the southerly line of a 3.235 acres tract also as conveyed to Zavakos Enterprises, Inc. (D. B. 334, Page 605) a total distance of 312.01 ft. to a ½" iron pin (found); thence also with the line of Zavakos Enterprises, Inc. S 87° 34' 49" E, a distance of 151.30 ft. to the true point of beginning, containing 2.104 acres of land except a .461 acre tract situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a P.K. Nail 9 set) in the centerline of Jefferson Street (State Route 28), said P.K. nail being the northwesterly corner of a 3.235 acres tract as conveyed to Pamida, Inc., (O.R. _____, Page _____); thence with the westerly line of Pamida, Inc. S 11° 24' 05" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 363.14 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

thence with a new division line S 11° 24' 05" E, a distance of 50.36 ft. to a 5/8" iron pin (set);

thence with another new division line S 78° 46' 46" W, a distance of 192.81 ft. to a 5/8" iron pin (set), said iron pin being the easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

thence with Buck's easterly line N 11° 13' 14" W., a distance of 170.77 ft. to a 1" flat iron rod (found), said flat iron being a corner to a 1.359 acre "Parcel One" as conveyed to Susan E. Beechler (O.R. 259, Page 866 and O.R. 280, Page 129);

thence with Beechler's southerly line S 63° 58' 23" E, a distance of 116.48 ft. to a 1 ¼" iron pipe (found);

thence continuing with Beechler's southerly line S 74° 40' 49" E, a distance of 111.70 ft. to the true point of beginning containing 0.461 acres of land.

EXHIBIT 2 PG 1
 (LEGAL DESCRIPTION OF THE BEECHLER LAND)

LEGAL DESCRIPTION
 HDC Engineering, Inc.
 1.941 Acres Tract

Situated in the Township of Madison, City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Beginning at a P.K. nail (set) in the centerline of Jefferson Street (State Route 28), said P.K. nail being the northwesterly corner of 3.225 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 293);

thence with the westerly line of Pamida, Inc. S 11 deg. 24 min. 05 sec. E, passing a 5/8" iron pin (set) at 30.00 ft., a total distance of 362.14 ft. to a 5/8" iron pin (set), said iron pin being in a northerly line of a 2.104 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 295);

thence with the line of Pamida, Inc. N 74 deg. 40 min. 49 sec. W, a distance of 111.70 ft. to a 1 1/4" iron pipe (found);

thence continuing with the line of Pamida, Inc. N 63 deg. 58 min. 23 sec. W, a distance of 116.48 ft. to a 1" flat iron rod (found), said flat iron being in the easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

thence with Buck's line for the next three calls:

1. N 11 deg. 13 min. 14 sec. W, a distance of 45.73 ft. to a 5/8" iron pin (set);
2. S 79 deg. 43 min. 12 sec. W, a distance of 125.00 ft. to a 5/8" iron pin (set);
3. N 11 deg. 13 min. 14 sec. W, passing a 5/8" iron pin (set) at 175.00 ft. a total distance of 200.00 ft. to a P.K. nail (set) in the centerline of the aforementioned Jefferson Street;

EXHIBIT 2 PG 2

thence with the centerline of Jefferson Street N 79 deg. 43 min. 12 sec. E, a distance of 125.00 ft. to a spike (found);

thence continuing with the centerline of Jefferson Street N 79 deg. 58 min. 41 sec. E, a distance of 191.55 ft. to the beginning containing 1.941 acres of land of which 1.367 are contained in the City of Greenfield and 0.574 acre are contained in Madison Township.

Subject to all legal easements and rights of way of record.

Bearings are based upon the record bearing (S 74 deg. 56 min. 00 sec. W) of the southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 03, Page 02 (Env. 52-B).

The above description contains all of the 1.359 acres "Parcel One" and all of the 0.575 acre "Parcel Two" as conveyed to Susan E. Beechler and recorded in Official Record 259, Page 866 and Official Record 280, Page 129 of the Highland County Recorder's Office.

Land surveyed in October 1999, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing No. S99-304 on file in the office of McCarty Associates, Hillsboro, Ohio.

199900010247
Filed for Record in
HIGHLAND COUNTY, OHIO
DWIGHT "IKE" HODSON
On 11-10-1999 At 10:32 am.
EASEMENT RW 34.00
OR Book 288 Page 536 - 542

199900010247
GREG VAN ZANT PICK UP

_____ [Space Above This Line For Recording Data] _____

INDEXED

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this 22 day of October, 1999, by and between Pamida, Inc., a Delaware corporation, hereafter referred to as "Pamida" and Susan Beechler, a single person whose address is 313 North 7th Street, Greenfield, Ohio 45123, hereafter referred to as "Beechler".

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";

WHEREAS, Beechler 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 "Beechler Land";

WHEREAS, Pamida has requested and Beechler has agreed to grant to Pamida the easements described herein to aid Pamida in the construction and enjoyment of the building and improvements Pamida intends to construct on the Pamida Land; and

WHEREAS, Beechler has requested and Pamida has agreed to grant to Beechler the easements and license described herein to aid Beechler in the development and use of the Beechler Land.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Beechler hereby grants Pamida and Pamida's employees, agents, contractors and representatives a temporary easement over the unimproved areas of the Beechler Land to enter and cross such Beechler Land to access the Pamida Land and to park and store their machinery, equipment and materials on any unimproved portion of the Beechler Land during the construction of the discount department store, parking lot and other improvements Pamida intends to construct on the Pamida Land. Such temporary easement shall expire on the date that Pamida's building on the Pamida Land is substantially completed. In the use of this easement, Pamida shall not interfere with or interrupt the development and improvement of the Beechler Land.

2. Subject to the terms of this paragraph, the parties further agree that each shall be entitled to extend utility lines underground across a twenty (20) foot wide strip measured from the southernmost edge of the right of way for State Route 28 which borders the Beechler Land and Pamida Land to the north and extending twenty (20) feet to the south, provided that all damage to the surface of the land of the other shall be repaired by the party or the utility putting such lines in

EXHIBIT 1
(Legal Description of the Pamida Land)

VOL 288 PAGE 537

TRACT 1

Situated in the City of Greenfield, in the County of Highland, and in the State of Ohio, being bounded and described as follows:

Beginning at a spike found in the center of State Route No. 28, said point being the northwest corner to the tract of which this description is a part, said point also being a corner to a 0.575 acre tract of land owned by Zavakos Belmont, Inc., as recorded in Volume 267, Page 663 of the Highland County Deed Records; thence with the center of State Route No. 28 N 82° 25' E a distance of 191.15 ft. to a spike set as the point of true beginning to the herein described tract; thence continuing with the center of said road N 82° 25' E a distance of 326.62 ft. to a spike (set), said point being a corner to National Church Residences of Greenfield, Inc., thence leaving said road and running with their line S 9° 02' E, crossing a ½ inch iron pin found at 30.00 ft. a total distance of 480.49 ft. to a ½ inch iron pin (found), said point being a corner to Jerry E. Merritt; thence with Merritt's lines N 84° 51' 38" W a distance of 150.03 ft. to a ½ inch iron pin (found); thence N 72° 29' 51" W a distance of 203.64 ft. to a ½ inch iron pin (found); thence with a new division line N 8° 52' W crossing an iron pin set at 331.04 ft. a total distance of 361.04 ft. to the point of true beginning, containing 3.235 acres of land.

TRACT 2

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V. M. S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a P. K. Nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said P. K. Nail being the Northeasterly corner of a 3.235 acres tract as conveyed to Zavakos Enterprises, Inc. (D. B. 334, Page 605) and the northwesterly corner of a 3.932 acres tract as conveyed to National Church Residences of Greenfield, Inc. (D. B. 322, Page 301); thence with the easterly line of Zavakos Enterprises, Inc. and the westerly line of National Church Residences of Greenfield, Inc. S 11° 19' 12" E, passing a 5/8" iron pin (set) at 30.00 ft., a total distance of 480.49 ft. to a 5/8" iron pin (set) marking the true point of beginning of the tract of land herein described; thence continuing with the westerly line of National Church Residences of Greenfield, Inc. S 11° 54' 20" E, a distance of 112.59 ft. to a 5/8" iron pin (set); thence with a new division line S 86° 31' 12" W, a distance of 525.02 ft. to a 5/8" iron pin (set); thence with another new division line N 11° 13' 14" W, a distance of 287.46 ft. to a 1" flat iron rod (found), said iron rod being the southwest corner of the 1.359 acres tract as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 609); thence with the southerly line of Zavakos Enterprises, Inc. S 63° 58' 23" E, a distance of 116.48 ft. to a 1 ¼" iron pipe (found); thence with the southerly line of Zavakos Enterprises, Inc. S 74° 40' 49" E, passing the southeasterly corner to said 1.359 acres tract and continuing with the southerly line of a 3.235 acres tract also as conveyed to Zavakos Enterprises, Inc. (D. B. 334, Page 605) a total distance of 312.01 ft. to a ½" iron pin (found); thence also with the line of Zavakos Enterprises, Inc. S 87° 34' 49" E, a distance of 151.30 ft. to the true point of beginning, containing 2.104 acres of land except a .461 acre tract situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a P.K. Nail 9 set) in the centerline of Jefferson Street (State Route 28), said P.K. nail being the northwesterly corner of a 3.235 acres tract as conveyed to Pamida, Inc., (O.R. _____, Page _____);

thence with the westerly line of Pamida, Inc. S 11° 24' 05" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 363.14 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

thence with a new division line S 11° 24' 05" E, a distance of 50.36 ft. to a 5/8" iron pin (set);

thence with another new division line S 78° 46' 46" W, a distance of 192.81 ft. to a 5/8" iron pin (set), said iron pin being the easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

thence with Buck's easterly line N 11° 13' 14" W., a distance of 170.77 ft. to a 1" flat iron rod (found), said flat iron being a corner to a 1.359 acre "Parcel One" as conveyed to Susan E. Beechler (O.R. 259, Page 866 and O.R. 280, Page 129);

thence with Beechler's southerly line S 63° 58' 23" E, a distance of 116.48 ft. to a 1 ¼" iron pipe (found);

thence continuing with Beechler's southerly line S 74° 40' 49" E, a distance of 111.70 ft. to the true point of beginning containing 0.461 acres of land.

EXHIBIT 2 PG 1
(LEGAL DESCRIPTION OF THE BEECHLER LAND)File No. S99-304
October 13, 1999LEGAL DESCRIPTION
HDC Engineering, Inc.
1.941 Acres Tract

Situated in the Township of Madison, City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Beginning at a P.K. nail (set) in the centerline of Jefferson Street (State Route 28), said P.K. nail being the northwesterly corner of 3.225 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 293);

thence with the westerly line of Pamida, Inc. S 11 deg. 24 min. 05 sec. E, passing a 5/8" iron pin (set) at 30.00 ft., a total distance of 362.14 ft. to a 5/8" iron pin (set), said iron pin being in a northerly line of a 2.104 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 295);

thence with the line of Pamida, Inc. N 74 deg. 40 min. 49 sec. W, a distance of 111.70 ft. to a 1 1/4" iron pipe (found);

thence continuing with the line of Pamida, Inc. N 63 deg. 58 min. 23 sec. W, a distance of 116.48 ft. to a 1" flat iron rod (found), said flat iron being in the easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

thence with Buck's line for the next three calls:

1. N 11 deg. 13 min. 14 sec. W, a distance of 45.73 ft. to a 5/8" iron pin (set);
2. S 79 deg. 43 min. 12 sec. W, a distance of 125.00 ft. to a 5/8" iron pin (set);
3. N 11 deg. 13 min. 14 sec. W, passing a 5/8" iron pin (set) at 175.00 ft. a total distance of 200.00 ft. to a P.K. nail (set) in the centerline of the aforementioned Jefferson Street;

EXHIBIT 2 PG 2

thence with the centerline of Jefferson Street N 79 deg. 43 min. 12 sec. E, a distance of 125.00 ft. to a spike (found);

thence continuing with the centerline of Jefferson Street N 79 deg. 58 min. 41 sec. E, a distance of 191.55 ft. to the beginning containing 1.941 acres of land of which 1.367 are contained in the City of Greenfield and 0.574 acre are contained in Madison Township.

Subject to all legal easements and rights of way of record.

Bearings are based upon the record bearing (S 74 deg. 56 min. 00 sec. W) of the southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 03, Page 02 (Env. 52-B).

The above description contains all of the 1.359 acres "Parcel One" and all of the 0.575 acre "Parcel Two" as conveyed to Susan E. Beechler and recorded in Official Record 259, Page 866 and Official Record 280, Page 129 of the Highland County Recorder's Office.

Land surveyed in October 1999, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing No. S99-304 on file in the office of McCarty Associates, Hillsboro, Ohio.

TRANSFER UNNECESSARY

NOV 10 1999

HIGHLAND COUNTY, OHIO
BILL FAWCETT, AUDITOR
[Signature] DEPUTY

APPROVED
FOR TRANSFER Temp. Easement
HIGHLAND COUNTY
TAX MAP OFFICE
DATE 11/10/99
SIGNATURE BW

place. For purposes of this Agreement, utility lines shall include lines for water, telephone, gas, electrical service, storm and sanitary sewer, cable and data transmission lines. No such utility lines to be installed by one party 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 land of the other party. 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.

3. Beechler agrees that neither she nor her transferees, successors and assigns shall operate a business from the Beechler Land in competition with the business Pamida conducts in or from the Pamida Land nor shall she or her transferees, successor or assigns lease or sell the Beechler Land, or any portion thereof, to any business, individual, partnership, corporation or other business entity of any nature, which operates a business, or intends to operate a business, from such land in competition with the business Pamida conducts in and from the Pamida Land. 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.

4. Beechler hereby grants to Pamida and all present and future tenants, licensees, owners 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 driveways, parking areas, walkways, entrances and exits which are now or hereafter may be located on the Beechler Land or any portion thereof.

5. Pamida hereby grants to Beechler and all present and future tenants, licensees, owners and occupants of the Beechler 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 driveways, walkways, entrances and exits which are now or hereafter may be located on the Pamida Land or any portion thereof. In addition, Pamida grants to Beechler a revocable license to use any parking areas on the Pamida Land, provided, however, that any building constructed on any portion of the Beechler Property shall have a parking lot of sufficient size to maintain a parking ratio of (a) 5.0 spaces for every 1,000 square feet of the building if such building is used for a retail use, (b) 7 spaces for every 1,000 square feet of the building if such building is a restaurant and (c) 3.5 spaces for every 1,000 square feet of the building if such building is used for office space. **Such license may be revoked by Pamida at any time in Pamida's sole discretion, notwithstanding the fact that the parking ratios set forth above is then satisfied.**

6. 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, tenants and assigns, including but not limited to all subsequent owners of the Pamida Land and the Beechler Land and all persons claiming by, through or under them.

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

PAMIDA, INC., a Delaware corporation

By: [Signature]
Title: Secretary Richard D. Schopp

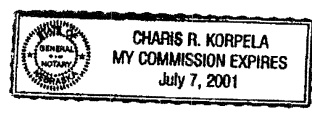
And: [Signature]
Title: Vice President Robert A. Ellison

[Signature]
Susan Beechler

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The above and foregoing Easement Agreement was acknowledged to before me this 22nd day of October, 1999 by Robert A. Ellison, the Vice President-Real Estate of Pamida, Inc., a Delaware corporation, on behalf of such corporation.

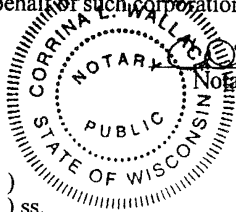
My Commission Expires: July 7, 2001
Charis R. Korpela
Notary Public



STATE OF WISCONSIN)
COUNTY OF BROWN) ss.

The above and foregoing Easement Agreement was acknowledged to before me this 25th day of October, 1999 by RICHARD J. JENSEN the SECRETARY of Pamida, Inc., a Delaware corporation, on behalf of such corporation.

My Commission Expires: 9/30/01



Corrina L. Wallace
Notary Public
Corrina L. Wallace

STATE OF Ohio)
COUNTY OF Highland) ss.

The above and foregoing Easement Agreement was acknowledged to before me this 27 day of October, 1999 by Susan Beechler, a single person.

My Commission Expires:

[Signature]
Notary Public

Prepared by:
Abrahams Kaslow & Cassman
8712 West Dodge Road, Suite 300
Omaha, NE 68114



GREGORY F. VAN ZANT, Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Section 147.03 R.C.



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/>.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

File No.: NCS-854888OH1-PHX1

1. Effective Date: June 14, 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: TBD

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

Proposed Insured: TBD

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:

Spirit SPE Portfolio 2006-3, LLC, by deed recorded in OR [Book 617, Page 946](#) of Highland County Records.

Name Change Certificate recorded in [Volume 633, Page 411](#) of Highland County Records.

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

Situated in the City of Greenfield, County of Highland, State of Ohio, described as follows:

Parcel I:

Situated in the County of Highland, in the State of Ohio and in the City of Greenfield:

Being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a p.k. nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said p.k. nail being the Northeasterly corner of a 3.235 acre tract as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 605) and the Northwesterly corner of a 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, Page 301); thence with the Easterly line of Zavakos Enterprises, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 19' 12" E., passing a 5/8" iron pin (set) at 30.00 ft., a total distance of 480.49 ft. to a 5/8" iron pin (set) marking the true point of beginning of the tract of land herein described; thence continuing with the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E., a distance of 112.59 ft. to a 5/8" iron pin (set); thence with a new division line S. 86 deg. 31' 12" W. a distance of 525.02 ft. to a 5/8" iron pin (set); thence with another new division line N. 11 deg. 13' 14" W., a distance of 287.46 ft. to a 1" flat iron rod (found), said iron rod being the Southwesterly corner of the 1.359 acre tract as conveyed to

Zavakos Enterprises, Inc. (D.B. 334, Page 609); thence with the Southerly line of Zavakos Enterprises, Inc. S. 63 deg. 58' 23" E., a distance of 116.48 ft. to a 1 1/4" iron pipe (found); thence with the Southerly line of Zavakos Enterprises, Inc. S. 74 deg. 40' 49" E., passing the Southeasterly corner to said 1.359 acre tract and continuing with the Southerly line of a 3.235 acre tract also as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 605) a total distance of 312.01 ft. to a 1/2" iron pin (found); thence also with the line of Zavakos Enterprises, Inc. S. 87 deg. 34' 49" E., a distance of 151.30 ft. to the true point of beginning, containing 2.104 acres of land.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a P.K. nail (set) in the centerline of Jefferson Street (State Route 28), said P.K. nail being the Northwesterly corner of a 3.235 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 293);

Thence with the Westerly line of Pamida, Inc. S. 11 deg. 24' 05" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 362.14 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

Thence with a new division line S. 11 deg. 24' 05" E, a distance of 50.36 ft. to a 5/8" iron pin (set);

Thence with another new division line S. 78 deg. 46' 46" W, a distance of 192.81 ft. to a 5/8" iron pin (set), said iron pin being the Easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

Thence with Buck's Easterly line N. 11 deg. 13' 14" W, a total distance of 170.77 ft. to a 1" flat iron rod (found), said flat iron being a corner to a 1.359 acre "Parcel One" as conveyed to Susan E. Beechler (O.R. 259, Page 866 and O.R. 280, Page 129);

Thence with Beechler's Southerly line S. 63 deg. 58' 23" E. a distance of 116.48 ft. to a 1/4" iron pipe (found);

Thence continuing with Beechler's Southerly line S. 74 deg. 40' 49" E., a distance of 111.70 ft. to the true point of beginning containing 0.461 acres of land.

Bearings are based upon the record bearing (S. 74 deg. 56' 00" W) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 03, Page 02 (Env. 52-B).

The above description is a part of the 2.104 acres tract as conveyed to Pamida, Inc. and recorded in Official [Record 288, Page 295](#) of the Highland County Recorder's Office.

Land surveyed in October 1999, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing No. S99-304 on file in the office of McCarty Associates, Hillsboro, Ohio.

This conveyance is a transfer between adjoining lot owners made in connection with Section 711.001 Sub-section B (1) of the Ohio Revised Code and does not create an additional building site or violate any zoning regulations or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the Grantor herein.

The parcel hereby conveyed may not hereafter be conveyed separately by the Grantees nor any structure erected thereon without the prior approval of the authority having approving jurisdiction of plats.

ALSO, SAVE AND EXCEPT THE FOLLOWING:

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. No. 650, and being further bounded and described as follows:

Commencing at a P.K. nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said P.K. nail being the Northeasterly corner of a 3.235 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 293) and the Northwesterly corner of a 3.932 acres tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, page 301);

Thence with the Easterly line of Pamida, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 19' 12" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 480.49 ft. to a 5/8" iron pin (set), said iron pin being a corner to the original 2.104 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 295);

Thence continuing with the Easterly line of Pamida, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E, a distance of 112.59 ft. to a 5/8" iron pin (set) from which a 5/8" iron pin (found) as set by James R. Cottrill, P.S. 6858 bears N 24 deg. 54' 20" W, a distance of 0.48 ft., said iron pin (set) being a corner to the remaining lands of an original 6 acre, 136 poles " Second Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

Thence with Buck's line S. 86 deg. 31' 12" W, a distance of 329.98 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

Thence continuing with Bucks's line S 86 deg. 31' 12" W, a distance of 195.04 ft. to a 5/8" iron pin (set) from which a 5/8" iron pin (found) as set by James R. Cottrill, P.s. 6858 bears N 11 deg. 24' 55", a distance of 0.13 ft., said iron pin (set) being in the easterly line of an original 7 acre, 113 poles "First Tract" as conveye to Charles William Buk, et ux (O.R. 267, Page 225);

Thence with Buck's line N 11 deg. 13' 14" W, a distance of 116.69 ft. to a 5/8" iron pin (set), said iron pin being the Southwesterly corner of a 0.461 acre "Parcel Three" as conveyed to susan E. Beechler (O.R. 331, Page 869);

Thence with Beechler's line N 78 deg. 46' 46" E, a distance of 192.81 ft. to a 5/8" iron pin (set);

Thence with a new division line S 11 deg. 24' 05" E, a distance of 142.96 ft. to the true point of beginning, containing 0.575 acres of land.

Bearings are base upon the record bearing (S74 deg. 56' 00" W) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 3, Page 03 (Envelope 52-B).

The above description is a part of the original 2.104 acre tract as conveyed to Pamida, Inc. and recorded in Official [Record 288, Page 295](#) of the Highland County Recorder's Office.

Land surveyed in October 1999, and January 2001, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing no. S99-304C on file in the office of McCarty Associates, Hillsboro, Ohio.

PARCEL 27-13-000-224.01

Parcel II:

Situated in the County of Highland in the Sate of Ohio and in the City of Greenfield, VMS #647 and #650.

Being bounded and described as follows: Beginning at a spike found in the center of State Route No. 28, said point being the Northwest corner to the tract of which this description is a part, said point also being a corner to a 0.575 acre tract of land owned by Zavakos Belmont, Inc. as recorded in Volume 267, Page 663 of the Highland County Deed Records; thence with the center

of State Route No. 28 N. 82 deg 25' E. a distance of 191.15 ft. to a spike set at the point of true beginning to the herein described tract; thence continuing with the center of said road N. 82 deg. 25' E. a distance of 326.62 ft. to a spike (set), said point being a corner to National Church Residences of Greenfield, Inc.; thence leaving said road and running with their line S. 9 deg. 02' E, crossing a 1/2 inch iron pin found at 30.00 ft a total distance of 480.49 ft. to a 1/2 inch iron pin (found) said point being a corner to Jerry E. Merritt, thence with Merritt's lines N. 84 deg 51' 38" W. a distance of 150.03 ft. to a 1/2 inch iron pin (found); thence N. 72 deg. 29' 51" W. a distance of 203.64 ft. to a 1/2 inch iron pin (found); thence with a new division line N 8 deg. 51' W. crossing an iron pin set at 331.04 ft. a total distance of 361.0 ft. to the point of true beginning, containing 3.235 acres of land.

This description is part of a 4.591 acre tract of land as conveyed to Zavakos Belmont, Inc. by Deed recorded in Volume 258, page 794 of the Highland County Record of Deeds. This description based on a survey by Charles M. Ryan, Registered Surveyor No. 5383, November 1982.

Parcel No. 27-14-001-138.00

Issuing Agent: First American Title Insurance Company National Commercial Services
Agent ID No.: NCS-854888OH1-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.



First American

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule BI

File No.: NCS-854888OH1-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.



First American

Schedule BII

Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No.: NCS-854888OH1-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. Highland County Treasurer's General Tax Duplicate shows:

Taxes and Assessments for the last half of 2016 listed to Spirit SPE Portfolio 2006-3 LLC, as Permanent Parcel No. 27-03-000-224.01, amounting to \$102.90, are paid.

Valuation: Land \$4,620 Impr. \$0.00 Total \$4,620

Assessments, Homestead Exemption, or Delinquency included in the above amounts as follows:
NONE

Taxes for the year 2017 are a lien not yet due and payable.

Taxes and Assessments for the last half of 2016 listed to Spirit SPE Portfolio 2006-3 LLC, as Permanent Parcel No. 27-14-001-138.00, amounting to \$9,698.07, are paid.

Valuation: Land \$16,240 Impr. \$419,200 Total \$435,440

Assessments, Homestead Exemption, or Delinquency included in the above amounts as follows:
NONE

Taxes for the year 2017 are a lien not yet due and payable.

10. Easement Agreement recorded in OR [Book 288, Page 536](#); and amended in OR [Book 397, Page 673](#) of Highland County Records.

11. Right of Way Easement to Highland County Commissioners, recorded in [Volume 107, Page 255](#) of Highland County Records.

12. Easement contained in the deed recorded in [Volume 288, Page 295](#) of Highland County Records.

13. Right of Way Easement to Highland County Commissioners, recorded in [Volume 84, Page 675](#) of Highland County Records.

14. This item has been intentionally deleted.

Defects, liens, encumbrances or other matters affecting the leasehold estate, whether or not shown by the public records are not shown herein.

15. Rights of the public and public utilities in and to that portion of the land lying within the bounds of any publicly dedicated street(s).

16. 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

INDEXED

200600000960
Filed for Record in
HIGHLAND COUNTY, OHIO
DWIGHT "IKE" HODSON
02-03-2006 At 03:46 pm.
DEED 52.00
OR Book: 617 Page 946 - 950

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"

200600000960
TECHNETITLE AGENCY
PICK UP

Parcel No.: Parcel I: 13-000-224.01, Parcel II: 27-14-001-138.00
Address: 1300 Jefferson Street, PO Box 246, Greenfield, OH

Prior Instrument reference: As to Parcel I Volume 288, Page 295; as to Parcel II, Volume 288, Page 293 of official Records of **HIGHLAND COUNTY, Ohio**.

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

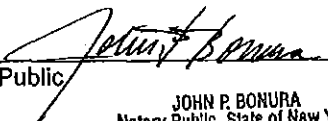
PAMIDA, INC., A DELAWARE CORPORATION



STEVEN ANDREWS
SENIOR VICE PRESIDENT

STATE OF NY :
 : SS
COUNTY OF NY :

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



Notary Public
JOHN P. BONURA
Notary Public, State of New York
No. 01B05086281
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

Parcel I:

Situated In the County of Highland, in the State of Ohio and In the City of Greenfield:

Being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a p.k. nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said p.k. nail being the Northeastery corner of a 3.235 acre tract as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 605) and the Northwestery corner of a 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, Page 301); thence with the Easterly line of Zavakos Enterprises, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 19' 12" E., passing a 5/8" Iron pin (set) at 30.00 ft., a total distance of 480.49 ft. to a 5/8" Iron pin (set) marking the true point of beginning of the tract of land herein described; thence continuing with the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E., a distance of 112.59 ft. to a 5/8" Iron pin (set); thence with a new division line S. 86 deg. 31' 12" W. a distance of 525.02 ft. to a 5/8" Iron pin (set); thence with another new division line N. 11 deg. 13' 14" W., a distance of 287.46 ft. to a 1" flat iron rod (found), said iron rod being the Southwestery corner of the 1.359 acre tract as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 609); thence with the Southerly line of Zavakos Enterprises, Inc. S. 63 deg. 58' 23" E., a distance of 116.48 ft. to a 1 1/4" Iron pipe (found); thence with the Southerly line of Zavakos Enterprises, Inc. S. 74 deg. 40' 49" E., passing the Southeastery corner to said 1.359 acre tract and continuing with the Southerly line of a 3.235 acre tract also as conveyed to Zavakos Enterprises, Inc. (D.B. 334, Page 605) a total distance of 312.01 ft. to a 1/2" iron pin (found); thence also with the line of Zavakos Enterprises, Inc. S. 87 deg. 34' 49" E., a distance of 151.30 ft. to the true point of beginning, containing 2.104 acres of land.

The above description is subject to an easement 20 feet in width over the Southerly portion of the above described 2.104 acre tract and being bounded and described as follows:

Beginning at a 5/8" Iron pin (set) in the Westerly line of a 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, page 301) and being the Southeastery corner of the above described 2.104 acre tract; thence with the Southerly line of the above describe 2.104 acre tract S. 86 deg. 31' 12" W., a distance of 525.02 ft. to a 5/8" Iron pin (set); thence with the Westerly line of the above described 2.104 acres tract N. 11 deg. 13' 14" W. a distance of 20.18 ft.; thence with the Northerly line of the herein easement N. 86 deg. 31' 12" E., a distance of 524.78 to a point in the Westerly line of the 3.932 acre tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, page 302); thence with the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E., a distance of 20.22 ft. to the beginning, containing 0.241 acres within said easement.

Bearings are based upon the record bearing (S. 74 deg. 56' 00" W.) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 03, Page 02 (Envelope 52-B).

The above description is a part of the original 6 acres, 136 poles "Second Tract" as conveyed to B & I Developers and recorded in Official Record Volume 134, page 851 of the Highland County Recorder's Office.

Land surveyed in July and October, 1995, under the direction of Thomas E. Purtell, Registered Professional Surveyor No. 6519, the survey plat of which is referred to as Drawing No. 595-340 on file in the office of McCarty Associates, Hillsboro, Ohio.

SAVE AND EXCEPT THE FOLLOWING:

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. Nos. 647 and 650, and being further bounded and described as follows:

Commencing at a P.K. nail (set) in the centerline of Jefferson Street (State Route 28), said P.K. nail being the Northwesterly corner of a 3.235 acres tract as conveyed to Pamida, Inc. (O.R. 288, Page 293);

Thence with the Westerly line of Pamida, Inc. S. 11 deg. 24' 05" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 362.14 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

Thence with a new division line S. 11 deg. 24' 05" E, a distance of 50.36 ft. to a 5/8" iron pin (set);

Thence with another new division line S. 78 deg. 46' 46" W, a distance of 192.81 ft. to a 5/8" iron pin (set), said iron pin being the Easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

Thence with Buck's Easterly line N. 11 deg. 13' 14" W, a total distance of 170.77 ft. to a 1" flat iron rod (found), said flat iron being a corner to a 1.359 acre "Parcel One" as conveyed to Susan E. Beechler (O.R. 259, Page 866 and O.R. 280, Page 129);

Thence with Beechler's Southerly line S. 63 deg. 58' 23" E, a distance of 116.48 ft. to a 1/4" iron pipe (found);

Thence continuing with Beechler's Southerly line S. 74 deg. 40' 49" E., a distance of 111.70 ft. to the true point of beginning containing 0.461 acres of land.

Bearings are based upon the record bearing (S. 74 deg. 56' 00" W) of the Southerly margin of Jefferson Street according to Willson Subdivision as found in Plat Book 03, Page 02 (Env. 52-B).

The above description is a part of the 2.104 acres tract as conveyed to Pamida, Inc. and recorded in Official Record 288, Page 295 of the Highland County Recorder's Office.

Land surveyed in October 1999, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing No. S99-304 on file in the office of McCarty Associates, Hillsboro, Ohio.

This conveyance is a transfer between adjoining lot owners made in connection with Section 711.001 Sub-section B (1) of the Ohio Revised Code and does not create an additional building site or violate any zoning regulations or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the Grantor herein.

The parcel hereby conveyed may not hereafter be conveyed separately by the Grantees nor any structure erected thereon without the prior approval of the authority having approving jurisdiction of plats.

ALSO, SAVE AND EXCEPT THE FOLLOWING:

Situated in the City of Greenfield, County of Highland, State of Ohio, being a part of V.M.S. No. 650, and being further bounded and described as follows:

Commencing at a P.K. nail (set) in the centerline of State Route 28 also referred to as Jefferson Street, said P.K. nail being the Northeasterly corner of a 3.235 acres tract as conveyed to Pamida, Inc. (O.R.

288, Page 293) and the Northwesterly corner of a 3.932 acres tract as conveyed to National Church Residences of Greenfield, Inc. (D.B. 322, page 301);

Thence with the Easterly line of Pamlda, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 19' 12" E, passing a 5/8" iron pin (set) at 30.00 ft. a total distance of 480.49 ft. to a 5/8" iron pin (set), said iron pin being a corner to the original 2.104 acres tract as conveyed to Pamlda, Inc. (O.R. 288, Page 295);

Thence continuing with the Easterly line of Pamlda, Inc. and the Westerly line of National Church Residences of Greenfield, Inc. S. 11 deg. 54' 20" E, a distance of 112.59 ft. to a 5/8" iron pin (set) from which a 5/8" iron pin (found) as set by James R. Cottrill, P.S. 6858 bears N 24 deg. 54' 20" W, a distance of 0.48 ft., said iron pin (set) being a corner to the remaining lands of an original 6 acre, 136 poles "Second Tract" as conveyed to Charles William Buck, et ux (O.R. 267, Page 225);

Thence with Buck's line S. 86 deg. 31' 12" W, a distance of 329.98 ft. to a 5/8" iron pin (set), said iron pin marking the true point of beginning of the tract of land herein described;

Thence continuing with Bucks's line S 86 deg. 31' 12" W, a distance of 195.04 ft. to a 5/8" iron pin (set) from which a 5/8" iron pin (found) as set by James R. Cottrill, P.S. 6858 bears N 11 deg. 24' 55" E a distance of 0.13 ft., said iron pin (set) being in the easterly line of an original 7 acre, 113 poles "First Tract" as conveyed to Charles William Buk, et ux (O.R. 267, Page 225);

Thence with Buck's line N 11 deg. 13' 14" W, a distance of 116.69 ft. to a 5/8" iron pin (set), said iron pin being the Southwesterly corner of a 0.461 acre "Parcel Three" as conveyed to Susan E. Beechler (O.R. 331, Page 869);

Thence with Beechler's line N 78 deg. 46' 46" E, a distance of 192.81 ft. to a 5/8" iron pin (set);

Thence with a new division line S 11 deg. 24' 05" E, a distance of 142.96 ft. to the true point of beginning, containing 0.575 acres of land.

Bearings are base upon the record bearing (S74 deg. 56' 00" W) of the Southerly margin of Jefferson Street according to Wilson Subdivision as found in Plat Book 3, Page 03 (Envelope 52-B).

The above description is a part of the original 2.104 acre tract as conveyed to Pamlda, Inc. and recorded in Official Record 288, Page 295 of the Highland County Recorder's Office.

Land surveyed in October 1999, and January 2001, under the direction of Eric N. Lutz, Registered Professional Surveyor No. 7232, the survey plat of which is referred to as Drawing no. S99-304C on file in the office of McCarty Associates, Hillsboro, Ohio.

PARCEL 27-13-000-224.01

Parcel II:

Situated In the County of Highland In the Sate of Ohlo and in the City of Greenfield, VMS #647 and #650.

Being bounded and described as follows: Beginning at a spike found In the center of State Route No. 28, said point being the Northwest corner to the tract of which this description is a part, said point also being a corner to a 0.575 acre tract of land owned by Zavakos Belmont, Inc. as recorded in Volume 267, Page 663 of the Highland County Deed Records; thence with the center of State Route No. 28 N. 82 deg 25' E. a distance of 191.15 ft. to a spike set at the point of true beginning to the herein described tract; thence continuing with the center of said road N. 82 deg. 25' E. a distance of 326.62 ft. to a spike (set), said point being a corner to National Church Residences of Greenfield, Inc.; thence leaving said road and running with their line S. 9 deg. 02' E, crossing a 1/2 Inch Iron pin found at 30.00 ft a total distance of 480.49 ft. to a 1/2 Inch Iron pin (found) said point being a corner to Jerry E. Merritt, thence with Merritt's lines N. 84 deg 51' 38" W. a distance of 150.03 ft. to a 1/2 Inch Iron pin (found); thence N. 72 deg. 29' 51" W. a distance of 203.64 ft. to a 1/2 Inch Iron pin (found); thence with a new division line N 8 deg. 51' W. crossing an Iron pin set at 331.04 ft. a total distance of 361.04ft. to the point of true beginning, containng 3.235 acres of land.

This description is part of a 4.591 acre tract of land as conveyed to Zavakos Belmont, Inc. by Deed recorded In Volume 258, page 794 of the Highland County Record of Deeds. This description based on a survey by Charles M. Ryan, Registered Surveyor No. 5383, November 1982.

Parcel No. 27-14-001-138.00

APPROVED FOR TRANSFER 3.235A
HIGHLAND OFFICE 1.068A
TAX MAP OFFICE
DATE: 2/3/06
SIGNATURE: [Signature]

TRANSFERRED
CONVEYANCE EXAMINED
SEC. 319-202 R.C. COMPLIED WITH

FEB - 3 2006

CONV. FEE \$ 4800.00
TRANSFER FEE \$ 1.00
GAIL FAWLEY HIGHLAND CO. AUDITOR

Delaware

PAGE 1 INDEXED

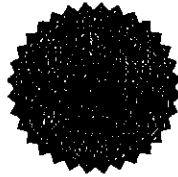
The First State

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.

200600004422
Filed for Record in
HIGHLAND COUNTY, OHIO
DWHIGHT "IKE" HDBSDN
06-09-2006 At 02:28 pm.
NAME CHANGE 36.00
OR Book 633 Page 411 - 413

200600004422
TECHNETITLE AGENCY PICK UP

FIRST AMERICAN TITLE INS. CO.
NATIONAL COMMERCIAL SERVICES
No. NCSM1950



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

4091047 8100

AUTHENTICATION: 4790166

060532157

DATE: 06-01-06

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

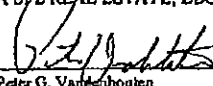
Pamida SPE Real Estate, LLC, a limited liability company duly organized and existing under the Delaware Limited Liability Company Act (the "Company"), does hereby certify:

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"

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

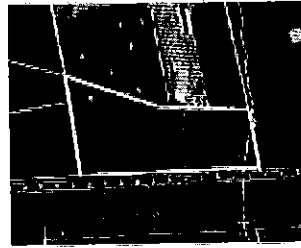
BY: PAMIDA PARENT, SPE, LLC, MANAGING MEMBER OF
PAMIDA SPE REAL ESTATE, LLC

By: 
Name: Peter G. Van der Boven
Title: Secretary

Data For Parcel 27-03-000-224.01

Valuation Data

Parcel: 27-03-000-224.01
 Owner: SPRINT SPE PORTFOLIO 2006-3 LLC
 Address: JEFFERSON ST



[+] Map this property.

Valuation

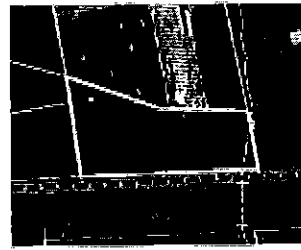
	Appraised (100%)	Assessed (35%)
Land Value:	\$13,200.00	\$4,620.00
CAUV Value:	\$0.00	\$0.00
Improvements Value:	\$0.00	\$0.00
Total Value:	\$13,200.00	\$4,620.00
Taxable Value:		\$4,620.00

*GIS parcel shapefile last updated 6/16/2017 12:03:54 AM.
 CAMA database last updated 6/15/2017 7:32:48 PM.*

Data For Parcel 27-03-000-224.01

Tax Data

Parcel: 27-03-000-224.01
Owner: SPRINT SPE PORTFOLIO 2006-3 LLC
Address: JEFFERSON ST



[+] Map this property.

Tax Rates

Full Tax Rate 45.1
Effective Tax Rate 44.543792

Property Tax

			Tax Year 2016 Payable 2017				Total
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust	
Charge:	\$0.00	\$0.00	\$104.18	\$0.00	\$104.18	\$0.00	
Credit:			(\$1.28)	\$0.00	(\$1.28)	\$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	
Net Tax:	\$0.00		\$102.90		\$102.90		
CAUV Recoupment:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Special Assessments:	\$0.00		\$0.00		\$0.00		
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Owed:	\$0.00		\$102.90		\$102.90		\$205.80
Net Paid:	\$0.00		(\$102.90)		(\$102.90)		(\$205.80)
Net Due:	\$0.00		\$0.00		\$0.00		\$0.00

Special Assessments

No data found for this parcel.

Payment History

Payment Date	Cycle	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid	Receipt Number
2/15/2017	1-16	\$0.00	\$102.90	\$0.00	\$0.00	OCR021517-02152017-1300-1
2/15/2017	1-16	\$0.00	\$0.00	\$102.90	\$0.00	OCR021517-02152017-1300-1
7/14/2016	2-15	\$0.00	\$0.00	\$105.76	\$0.00	OCR071416-07142016-330-1
2/17/2016	1-15	\$0.00	\$105.76	\$0.00	\$0.00	OCR021716K-02172016-771-1
2/17/2016	1-15	\$0.00	\$0.00	\$0.00	\$0.00	OCR021716K-02172016-771-1
7/17/2015	2-14	\$0.00	\$0.00	\$106.57	\$0.00	OCR071715K-07172015-290-

6/16/2017

Highland County, Ohio: Online Auditor - Property Data

						1
2/10/2015	1-14	\$0.00	\$0.00	\$0.00	\$0.00	OCR021015H-02102015-921-1
2/10/2015	1-14	\$0.00	\$106.57	\$0.00	\$0.00	OCR021015H-02102015-921-1
7/18/2014	2-13	\$0.00	\$0.00	\$106.39	\$0.00	OCR071814V-07182014-319-1
2/6/2014	1-13	\$0.00	\$0.00	\$0.00	\$0.00	OCR020614V-02062014-438-1
2/6/2014	1-13	\$0.00	\$106.39	\$0.00	\$0.00	OCR020614V-02062014-438-1

*GIS parcel shapefile last updated 6/16/2017 12:03:54 AM.
CAMA database last updated 6/15/2017 7:32:48 PM.*

Data For Parcel 27-14-001-138.00

Valuation Data

Parcel: 27-14-001-138.00
 Owner: SPRINT SPE PORTFOLIO 2006-3 LLC
 Address: 1300 JEFFERSON ST



[+] Map this property.

Valuation

	Appraised (100%)	Assessed (35%)
Land Value:	\$46,400.00	\$16,240.00
CAUV Value:	\$0.00	\$0.00
Improvements Value:	\$1,197,700.00	\$419,200.00
Total Value:	\$1,244,100.00	\$435,440.00
Taxable Value:		\$435,440.00

GIS parcel shapefile last updated 6/16/2017 12:03:54 AM.
 CAMA database last updated 6/15/2017 7:32:48 PM.

Data For Parcel 27-14-001-138.00

Tax Data

Parcel: 27-14-001-138.00
Owner: SPRINT SPE PORTFOLIO 2006-3 LLC
Address: 1300 JEFFERSON ST



[+] Map this property.

Tax Rates

Full Tax Rate 45.1
Effective Tax Rate 44.543792

Property Tax

			Tax Year 2016 Payable 2017				Total
	Delinquency	Adjust	First Half	Adjust	Second Half	Adjust	
Charge:	\$0.00	\$0.00	\$9,819.17	\$0.00	\$9,819.17	\$0.00	
Credit:			(\$121.10)	\$0.00	(\$121.10)	\$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	
Net Tax:	\$0.00		\$9,698.07		\$9,698.07		
CAUV Recoupment:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Special Assessments:	\$0.00		\$0.00		\$0.00		
Penalty/Interest:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Net Owed:	\$0.00		\$9,698.07		\$9,698.07		\$19,396.14
Net Paid:	\$0.00		(\$9,698.07)		(\$9,698.07)		(\$19,396.14)
Net Due:	\$0.00		\$0.00		\$0.00		\$0.00

Special Assessments

No data found for this parcel.

Payment History

Payment Date	Cycle	Prior Paid	First Half Paid	Second Half Paid	Surplus Paid	Receipt Number
2/15/2017	1-16	\$0.00	\$9,698.07	\$0.00	\$0.00	OCR021517-02152017-1349-1
2/15/2017	1-16	\$0.00	\$0.00	\$9,698.07	\$0.00	OCR021517-02152017-1349-1
7/14/2016	2-15	\$0.00	\$0.00	\$9,967.98	\$0.00	OCR071416-07142016-354-1
2/17/2016	1-15	\$0.00	\$9,967.98	\$0.00	\$0.00	OCR021716K-02172016-846-1
2/17/2016	1-15	\$0.00	\$0.00	\$0.00	\$0.00	OCR021716K-02172016-846-1
7/17/2015	2-14	\$0.00	\$0.00	\$10,044.39	\$0.00	OCR071715K-07172015-289-

						1	
2/10/2015	1-14	\$0.00	\$10,044.39	\$0.00	\$0.00	OCR021015H-02102015-1016-1	
2/10/2015	1-14	\$0.00	\$0.00	\$0.00	\$0.00	OCR021015H-02102015-1016-1	
7/18/2014	2-13	\$0.00	\$0.00	\$10,027.56	\$0.00	OCR071814V-07182014-332-1	
2/6/2014	1-13	\$0.00	\$10,027.56	\$0.00	\$0.00	OCR020614V-02062014-447-1	
2/6/2014	1-13	\$0.00	\$0.00	\$0.00	\$0.00	OCR020614V-02062014-447-1	

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 CAMA database last updated 6/15/2017 7:32:48 PM.