

ALTA Plain Language Commitment Form

INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy 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 you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

Reference: Pamida SPE Real Estate, LLC/TBD
2100 East Cedar, Rawlins, WY

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YOU SHOULD READ THE COMMITMENT VERY CAREFULLY

If you have any questions about the Commitment, contact:
First American Title Insurance Company National Commercial Services
2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016
Phone: (602)567-8100 - FAX: (602)567-8101 - Email:
For Title questions call:
For Closing questions call: Kristin L. Brown
For loan questions contact: at
For Real Estate questions contact: at

TITLE INSURANCE COMMITMENT

BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

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

If the Requirements shown in this Commitment have not been met within 90 DAYS after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

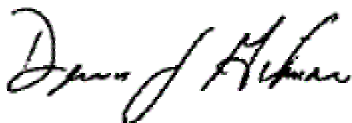
The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

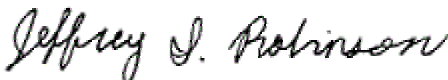
The Conditions on Page .

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

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

Issued by: First American Title Insurance Company National Commercial Services
Address: 2425 E. Camelback Road, Suite 300, Phoenix, AZ 85016

CONDITIONS

1. DEFINITIONS

(a) "Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your Land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

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

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the Land must be based on this Commitment and is subject to its terms.

SCHEDULE A

1. Commitment Date: April 03, 2018 at 5:00 p.m.
2. Policy (or Policies) to be issued:
 - a. ALTA Owners Policy (06-17-06) \$TBD

Proposed Insured:
To Be Determined
 - b. ALTA Loan Policy (06-17-06) \$TBD

Proposed Insured:
Lender To Be Determined, its successors and/or assigns as their interests may appear
3. Fee interest in the land described in this Commitment is owned, [at the Commitment Date](#), [by](#) Pamida SPE Real Estate, LLC, a Delaware limited liability company
4. The Land referred to in this Commitment is described as follows:

Real property in the City of Rawlins, County of Carbon, State of Wyoming, described as follows:

LOT 2, PAMIDA SUBDIVISION, CITY OF RAWLINS, CARBON COUNTY, WYOMING.

SCHEDULE B - SECTION I

REQUIREMENTS

The following requirements must be met:

- a. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- b. Pay us the premiums, fees and charges for the policy.
- c. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- d. Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.

1. Release of the Land of Mortgage:

Mortgagor: Pamida SPE Real Estate, LLC, a Delaware limited liability company
Mortgagee: Barclays Capital Real Estate Inc.
Amount: \$700,000,000.00
Recorded: February 01, 2006
Recording Information: [Book 1097, Page 87](#)

Assignment of Mortgagee's interest:

Assignee: CitiGroup Global Markets Realty Corp. and Barclays Capital Real Estate Inc.
Recorded: June 09, 2006
Recording Information: [Book 1105, Page 103](#)

2. Release of the Land of Mortgage:

Mortgagor: Spirit SPE Portfolio 2006-3, LLC (formerly known as Pamida SPE Real Estate, LLC), a Delaware limited liability company
Mortgagee: Barclays Capital Real Estate Inc. and CitiGroup Global Markets Realty Corp.
Amount: \$65,846,258.00
Recorded: June 09, 2006
Recording Information: [Book 1105, Page 104](#)

Assignment of Mortgagee's interest:

Assignee: Lasalle Bank N.A. Recorded September 18, 2007, [Book 1140, Page 214](#); and assignment to U.S. Bank National Association, as Trustee in Trust for the Registered Holders of Banc of America Commercial Mortgage Inc. Commercial Mortgage Pass-Through Certificates Series 2006-5
Recorded: June 18, 2010
Recording Information: [Book 1193, Page 167](#)

3. Release of Agreement of Modification of Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and the terms and conditions thereof:
Recorded: September 15, 2006
Recording Information: [Book 1112, Page 264](#) (WITH OTHER LAND)

4. Termination of Financing Statement:
Debtor: Spirit SPE Portfolio 2006-3, LLC
Secured Party: Barclays Capital Real Estate Inc. and CitiGroup Global Markets Realty Corp.
Recorded: June 09, 2006
Recording Information: Book 1105, Page 106 and UCC Financing Statement Amendment recorded August 02, 2007 in [Book 1137, Page 55](#) and June 18, 2010 in [Book 1193, Page 168](#) (WITH OTHER LAND)

5. Release of Subordination, Non-Disturbance and Attornment Agreement and the terms and conditions thereof:
Recorded: June 09, 2006
Recording Information: [Book 1105, Page 107](#)

6. Warranty Deed from Spirit SPE Portfolio 2006-3, LLC, a Delaware limited liability company fka Pamida SPE Real Estate, LLC, a Delaware limited liability company to To Be Determined.

NOTE: A Statement of Consideration is required with each transfer of title in the State of Wyoming.

The Company may provide a sample of a conveyance, which if properly completed and executed, would meet this requirement. Seller and Buyer should each consult legal counsel regarding its use. Should Seller and Buyer require additional language to be contained in the sample conveyance in order to comply with the terms of their agreement that language must be provided to Company or a substitute conveyance must be presented for execution at closing.

7. Provide the Company with a copy of the articles of organization, operating agreement, and any amendments thereto, or other evidence from Spirit SPE Portfolio 2006-3, LLC, a Delaware limited liability company fka Pamida SPE Real Estate, LLC, a Delaware limited liability company authorizing the Warranty Deed and signature(s) thereto.

NOTE: Upon review of documents provided, additional requirements and/or exceptions may be made.

The purpose of this LISTING COMMITMENT is to provide certain information and is not intended to be a statement of condition of title. The company reserves the right to make additional requirements and/or exceptions upon determination of the insured and payment of the premium.

SCHEDULE B - SECTION II**EXCEPTIONS FROM COVERAGE**

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

1. 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.
2. Easements, claims of easements or encumbrances that are not shown in the Public Records.
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. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any right, title or interest including any claim thereto, to minerals, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, gravel or other common variety materials, whether or not shown by the public records.
7. The lien of real estate taxes or assessments imposed on the Title by a governmental authority that are not shown as existing liens in the records of the County Treasurer or in the Public Records.

Taxes for the year 2017.

NOTE: Taxes for the year 2017 appear to be in the amount of \$7,460.70, Account No. 21876554 according to the County Treasurer. The first installment is due and payable September 1, delinquent November 10. The second installment is due and payable March 1 of the following year, delinquent May 10. The first installment is \$3,730.35, and PAID, and the second installment is \$3,730.35, and DUE.

8. Reservations, restrictions and conditions as disclosed in Deed from the Union Pacific Railroad Company
Recorded: October 16, 1900
Recording Information: [Book 51, Page 613](#)
9. Right of way, including terms and conditions contained therein:
Granted To: American Telephone and Telegraph Company of Wyoming
For: Communication Systems
Recorded: November 7, 1944

- Recording Information: [Book 249, Page 215](#)
10. Easement, including terms and conditions contained therein:
Granted to: Northern Gas Company, a Wyoming corporation
For: Pipeline for transportation of oil and gas, and also for telephone & telegraph lines
Recorded: May 14, 1957
Recording Information: [Book 370, Page 128](#)
11. Right of way, including terms and conditions contained therein:
Granted To: East Rawlins Development Co., a Wyoming corporation
For: Right-of-Way
Recorded: June 25, 1970
Recording Information: [Book 547, Page 586](#)
12. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:
Recording Information: June 25, 1970, [Book 547, Page 586](#)
13. Right of way, including terms and conditions contained therein:
Granted To: American Telephone and Telegraph Company, and as assigned to the Mountain States Telephone and Telegraph Company
For: Communication Systems
Recorded: March 6, 1975
Recording Information: [Book 621, Page 218](#)
14. Easement, including terms and conditions contained therein:
Granted to: Pacific Power & Light Company
For: Electric Distribution Line
Recorded: January 22, 1981
Recording Information: [Book 727, Page 593](#)
15. The following matters as shown and delineated on the Boundary Survey, completed by Robert Jack Smith, Professional Land Surveyor, Registration No. 398, dated January 15, 1970, and revised February 11, 1970:
Location of (a) Location of overhead power line for PP&L. (b) Location of buried cable for AT&T. (c) Location of Sanitary Sewer - 12"VCP Outfall Line of City of Rawlins
16. Terms, conditions and provisions of the Declaration of Cross-Easements and Covenants and Restrictions Affecting Land, recorded February 1, 2006, [Book 1097, Page 85](#).
17. Memorandum of Lease including the terms and conditions thereof:

Between: Pamida Stores Operating Co., LLC, a Delaware limited liability company
And: Spirit SPE Portfolio 2006-3, LLC, a Delaware limited liability company
Recorded: June 9, 2006
Recording Information: [Book 1105, Page 0108](#)

18. Utilities Easement Agreement including the terms and conditions thereof:

Between: Pamida Holding Company, Inc., a Delaware corporation that is successor by merger to Pamida Inc., f/k/a New Pamida Inc.
And: Ark rentals, LLC, a Wyoming limited liability company
Recorded: June 25, 2010
Recording Information: [Book 1193, Page 243](#)



First American Title

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.