

8:20
Security Land Title Escrow
Omaha, NE
Pd 25.50 ck 153298

Paid \$25.50 No. 2534 / Paged / General / Indexed /

THE STATE OF NEBRASKA } ss.
MADISON COUNTY

0520

After Recording Return To:

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

This instrument filed for record
the 3 day of May 20 06

at 2:20 P. M. and recorded in

2006-05 Page 0520-0524

Nancy J. Moore
Register of Deeds / Deputy Register of Deeds

ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS

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

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

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

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

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

I. ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENTS

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

II. BINDING ON SUCCESSORS AND ASSIGNS

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

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

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

III. MISCELLANEOUS

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

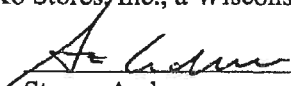
3.2 Governing Law. This Assignment shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State in which the Real Property is located.

[Signature Page Follows]

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

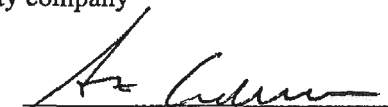
ASSIGNOR:

ShopKo Stores, Inc., a Wisconsin corporation

By: 
Steven Andrews
Senior Vice President

ASSIGNEE:

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

By: 
Steven Andrews
Senior Vice President

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

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

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

Notary Public
Name: John P. Bonura
My Commission Expires: 10-6-09

JOHN P. BONURA
Notary Public, State of New York
No. 01B05086261
Qualified in New York County
Commission Expires October 6, 2009

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

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

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

Notary Public
Name: John P. Bonura
My Commission Expires: 10-6-09

JOHN P. BONURA
Notary Public, State of New York
No. 01B05086261
Qualified in New York County
Commission Expires October 6, 2009

EXHIBIT "A"

Lot 1 of Replat 2 of Lot 1-R, Block 1, of Replat of Shopko Acres in the City of Norfolk, Madison County, Nebraska.

Together with non-exclusive easement rights created by Cross-Easement and Use Restriction Agreement by and between Shopko Stores, Inc., a Minnesota corporation and Super Valu Stores, Inc., a Delaware corporation, filed May 8, 1986 in M86-5 at Pages 235-258, Amendment filed September 21, 1988 in M88-9 at Pages 704-710A, Assumption filed September 21, 1988 in M88-9 at Pages 719-720, Second Amendment filed August 25, 1989 in M89-8 at Pages 682-687, Third Amendment filed March 17, 2004 in M2004-3 at Pages 1226-1237 inclusive, Madison County Register of Deed's Office.

TAX I.D.: 5902800.23