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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TALON GROUP
BY: ZJM, DEPUTY - MI 5 P.

After Recording Return To:

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

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment"), dated as of the 27th day of January 2006, is executed by and between SHOPKO STORES, INC., a Wisconsin corporation ("Assignor"), and SHOPKO SPE REAL ESTATE, LLC, a Delaware limited liability company ("Assignee"). For and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as lessee in that certain lease described on Exhibit B attached hereto (collectively, the "Lease"), with respect to that certain parcel of real property located at 5800 South Redwood Road, Salt Lake City, Salt Lake County, Utah, more particularly described on Exhibit A attached hereto and described more fully in the Lease (the "Leased Premises"). Assignee hereby accepts such assignment and transfer and agrees to assume and to perform and discharge all obligations and liabilities of Assignor under the Lease that arise after the date hereof and relate to the period after the date hereof. Assignor hereby makes no representations or warranties of any kind or nature whatsoever with respect to the Lease, whether express or implied, any and all such representations and warranties being expressly disclaimed. This Assignment may be executed in any one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute but one and the same instrument. This Assignment shall inure to the benefit of and be binding upon and enforceable against Assignor and Assignee and their respective successors and assigns.

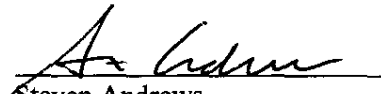
THE TALON GROUP
VW# 1101971 #85

[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 28 day of January 2006.

Notary Public
Name: *Esperanza Oquendo* ESPERANZA OQUENDO
My Commission Expires: *Jan 17 2007* Notary Public, State of New York
No. 010Q5038073
Qualified in Kings County
Commission Expires Jan. 17, 2007

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

BEFORE ME, a Notary Public in and for said County and State, personally appeared Steven Andrews, who acknowledged that he, as the Senior Vice President, did execute the foregoing instrument on behalf of 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 28 day of January 2006.

Notary Public
Name: *Esperanza Oquendo* ESPERANZA OQUENDO
My Commission Expires: *Jan 17 2007* Notary Public, State of New York
No. 010Q5038073
Qualified in Kings County
Commission Expires Jan. 17, 2007

EXHIBIT "A"

Beginning at a point on the West line of Redwood Road, said point being South 00°02'55" East 63.704 feet, and South 84°06'21" West 63.277 feet from the center of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian (basis of bearing is center of section monuments to North Quarter corner monument being North 00°02'55" West), and running thence South 84°06'21" West 594.069 feet; thence North 00°02'55" West 211.095 feet; thence North 89°57'05" East 105.667 feet; thence North 00°02'55" West 167.044 feet; thence South 89°57'05" West 29.00 feet; thence North 00°02'55" West 190.00 feet; thence North 89°57'05" East 33.00 feet; thence North 00°02'55" West 84.00 feet; thence North 89°57'05" East 64.33 feet; thence North 00°02'55" West 274.95 feet; thence North 89°57'05" East 287.00 feet; thence South 00°02'55" East 548.45 feet; thence South 89°49'33" East 130.00 feet to said West line of Redwood Road; thence South 00°02'55" East 317.63 feet to the point of beginning

Together with non-exclusive easement rights created by Declaration of Restrictions and Grant of Easements recorded as Entry No. 3580638 in Book 5265 at Page 1688, as modified by Addendum to Declaration of Restrictions and Grant of Easements recorded as Entry No. 3608494 in Book 5296 at Page 434, Amended Declaration of Restrictions and Grant of Easements recorded as Entry No. 4182363 in Book 5722 at Page 924, Amended Declaration of Restrictions and Grant of Easements recorded as Entry No. 4189540 in Book 5727 at Page 2985 and Third Amended Declaration of Restrictions and Grant of Easements recorded as Entry No. 4448700 in Book 5912 at Page 376.

Tax I.D. (21-15-176-023-0000)

EXHIBIT B

Lease

Unsubordinated Ground Lease, dated June 18, 1986, by and between Hermes Associates, a Utah general partnership, as landlord, and ShopKo Stores, Inc. d/b/a Uvalko ShopKo Stores, Inc., a Minnesota corporation, as tenant, a memorandum of which was dated June 23, 1987 and recorded June 25, 1987 in the land records of Salt Lake County, Utah as Entry No. 4481443 in Book 5934, Page 1580; as amended by Amendment No. 1 to Unsubordinated Ground Lease, dated June 8, 1987, by and between Hermes Associates and ShopKo Stores, Inc.; and as further amended by Amendment No. 2 to Unsubordinated Ground Lease, dated November 10, 1995, by and between Hermes Associates and ShopKo Stores, Inc.