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RICHARD M. TAKECHI
REGISTER OF DEEDS
DOUGLAS COUNTY, NE.

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MASTER LEASE TERMINATION AND DEED OF TRUST RELEASE AGREEMENT

THIS MASTER TERMINATION AND DEED OF TRUST RELEASE AGREEMENT (this "Termination Agreement") dated as of January 10, 2001 by and between SUMITOMO BANK LEASING AND FINANCE, INC. ("Lessor"), and NASH FINCH COMPANY ("Lessee").

RECITALS

WHEREAS, Lessor and Lessee are parties to a certain Master Lease and Security Agreement dated as of June 9, 1997, as amended (the "Master Lease Agreement"), and associated Lease Supplements (the Master Lease Agreement, together with the Lease Supplements thereto, as any of the same may from time to time be amended, restated, supplemented, or otherwise modified, being referred to herein as the "Lease") pursuant to which Lessor leased to the Lessee certain real property more particularly described in Exhibit A attached hereto, and the improvements located thereon (collectively, the "Property"); and

WHEREAS, in connection therewith, the parties executed and recorded among the Land Records of Douglas County Nebraska a Memorandum of Lease and Deed of Trust dated as of June 9, 1997 (the "Deed of Trust"); and

WHEREAS, Lessee desires to terminate the Lease and the Memorandum and Deed of Trust and to purchase the Property from Lessor in accordance with Section 22.1 of the Master Lease, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms not defined herein shall have the meanings assigned to them in the Lease.

2. Termination of Lease. In consideration of Lessee's payment of \$8,311,149.96, which amount has been calculated as the Purchase Option Price (as defined in the Master Lease), the Lease is hereby terminated, and Lessee is released and discharged from any further obligations or liabilities thereunder (other than such obligations or liabilities pursuant to the Lease which expressly survive termination thereof).

3. Termination and Release of Deed of Trust and Security Interest. Lessor hereby releases the Deed of Trust and first priority security lien granted by the Lessee in accordance with the terms thereof and hereby agrees to deliver to the Lessee (a) a limited warranty deed, pursuant to which the Lessor shall sell, transfer and convey to Lessee, on an AS IS, WHERE IS basis, all of its interest in and to the Property, free and clear of all liens and encumbrances created by Lessor, and (b) such Uniform Commercial Code Termination Statements and other

*First American Title Dms. Co.
1150 Metro. Centre
833 S 7th St
Minneapolis MN 55402*

documents and instruments as may be provided to Lessor by Lessee as reasonably may be required to evidence such termination and release.

4. Warranties. Lessor hereby represents and warrants to Lessee that it has such interest as it received in the Property, free and clear of any lien or encumbrance created by Lessor. LESSOR MAKES NO OTHER REPRESENTATIONS OR WARRANTIES REGARDING THE PROPERTY OR ANY COMPONENT THEREOF, OR ITS INTEREST THEREIN.

5. Costs. In addition to the Purchase Option Price, Lessee shall pay to Lessor on the date hereof the reasonable costs and expenses incurred by Lessor in connection with the preparation, execution, delivery, filing, recording, and administration of any documents necessitated by this Termination Agreement, including, without limitation, the reasonable fees and out of pocket expenses of counsel for Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the date first set forth above.

NASH FINCH COMPANY

By: Robert B. Dimond
Name: Robert B. Dimond
Title: Senior VP & CFO

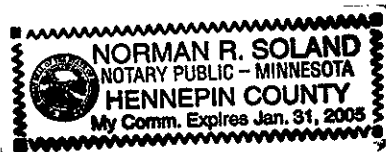
IMPRINTED CORPORATE SEAL
REGISTER OF DEEDS

SUMITOMO BANK LEASING AND FINANCE, INC.

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) SS:
CITY/COUNTY OF HENNEPIN)

On this 9TH day of JANUARY, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared ROBERT B. DIMOND, to me personally known, who being by me duly sworn, did say that he is the SAVP & CFO of said corporation; that the seal affixed thereto is the seal of said corporation that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said ROBERT B. DIMOND as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.



Norman R. Soland
Notary Public

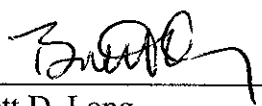
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Termination Agreement as of the date first set forth above.

NASH FINCH COMPANY

By: _____
Name: _____
Title: _____

SUMITOMO BANK LEASING AND FINANCE, INC.

By:  _____
Name: Brett D. Long
Title: President

STATE OF _____)
) SS:
CITY/COUNTY OF _____)

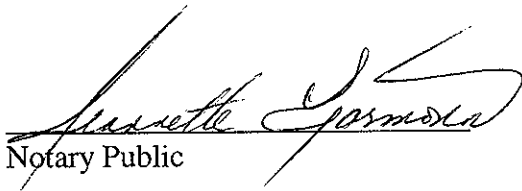
On this ____ day of _____, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, to me personally known, who being by me duly sworn, did say that he is the _____ of said corporation; that the seal affixed thereto is the seal of said corporation that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public

My Commission Expires:

STATE OF New York)
CITY/COUNTY OF Queens) SS:

On this 9 day of January, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared Brett D. Long, to me personally known, who being by me duly sworn, did say that he is the President of said corporation; that the seal affixed thereto is the seal of said corporation that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Brett D. Long, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.


Notary Public

My Commission Expires:

JEANNETTE CARMONA
Notary Public, State of New York
No. 01CA5072806
Qualified in Queens County
Commission Expires Feb. 10, 2001

**NOTARIAL SEAL AFFIXED
REGISTER OF DEEDS**

Exhibit A

Parcel A:

A tract of land located in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the Sixth P.M. in Douglas County, Nebraska, the boundaries of which are described as follows:

Commencing at the Northeast corner of said Section 2 which is also the intersection of the centerlines of 72nd Street and "F" Street; thence North 89°49'44" West along the said centerline of "F" Street or the north line of said Section 2 for a distance of 656.47 feet to a point; thence South 00°10'16" West, a right angle to said north line of Section 2 or the centerline of "F" Street for a distance of 33.00 feet to the Point of Beginning; thence North 89°49'44" West along the South ROW line of said "F" Street which is parallel to said "F" Street centerline and 33.00 feet distance, for a distance of 263.35 feet to a point; thence South 00°00'07" West on a line parallel to the centerline of said 72nd Street for a distance of 181.82 feet to a point on a new ROW line for the Union Pacific Railroad; thence along the arc of a circular curve to the right which is the northwesterly line of a new 31 foot wide U.P.R.R. ROW for a distance of 328.82 feet, having a radius of 398.56 feet, a chord length of 319.58 feet, and a bearing of North 55°29'42" East to a point of intersection which the said South ROW line of "F" Street which is the Point-of-Beginning containing 16,756.1 square feet (0.385 acres) more or less.

NE NE

In this description used centerline bearing of 72nd Street as North 00°00'07" East from a previous survey of United-A.G. Cooperative, Inc. Distribution Center dated April 30, 1986.

Parcel B:

A tract of land located in the Northeast Quarter of Section 2, Township 14 North, Range 12 East of the Sixth P.M. in Douglas County, Nebraska, the boundaries of which are described as follows:

A tract commences at the Northeast corner of said Section 2 which is also the intersection of the centerlines of 72nd Street and "F" Street; thence North 89°49'44" West along the said centerline of "F" Street or the north line of said Section 2 for a distance of 71.91 feet to a point; thence South 00°10'16" West, a right angle to said "F" Street centerline for a distance of 53.00 feet to a point of intersection of the Right-of-Way line of said "F" Street with a boundary line between Union Pacific Railroad (U.P.R.R.) and United-A.G. Cooperative, Inc., (United-A.G.) Distribution Center; thence North 89°49'44" West along the line between said U.P.R.R. and United A.G. which is 53.00 feet south and parallel to the said centerline of "F" Street for a distance of 416.26 feet to the Point-of-Beginning; thence South 00°00'07" West for a distance of 470.65 feet to a point; thence N89°51'03" West for a distance of 482.87 feet to a point on the said U.P.R.R. R.O.W.; thence North 00°00'46" East along the said U.P.R.R. R.O.W. for a distance of 170.68 feet to a point; thence North 89°51'03" West along the said U.P.R.R. R.O.W. for a distance of 42.56 feet to a point; thence along the said

NE NE

Continued on next page

Exhibit A

U.P.R.R. R.O.W. along an arc of a circular curve to the right for a distance of 435.17 feet having a radius of 367.56 feet, a chord length of 410.19 feet, and a chord bearing of North 45°13'41" East to a point; thence North 84°39'03" East along said U.P.R.R. R.O.W. line which is not tangent to the last described curve for a distance of 47.59 feet to a point; thence North 00°00'27" East along the said U.P.R.R. R.O.W. for a distance of 5.83 feet to a point on a line located parallel to and 53.00 feet southerly from the said centerline of "F" Street or the north line of said Section 2; thence South 89°49'44" East along said U.P.R.R. R.O.W. line that is parallel with the said centerline of "F" Street for a distance of 186.83 feet to a Point-of-Beginning containing 211,884.3 square feet (4.864 acres) more or less.

In this description the centerline of 72nd Street has an assumed bearing of South 00°00'07" West.

Parcel C:

A tract of land located in the NE1/4 of Sec. 2, T 14 N, R12 East of the 6th P.M. in Douglas County, Nebraska, the boundaries of which are described as follows: Commencing at the N.E. corner of said Sec. 2; thence South 0° 00'07" West, along the east line of the NE1/4 of said Sec. 2, which line is also the centerline of 72nd Street 2,032.88 feet to a point; thence due west for a distance of 42.00 feet to the Point-of-Beginning; thence North 89°47'55" West for a distance of 991.26 feet to a point; thence North 0°00'46" East for a distance of 200.00 feet to a point on the Union Pacific Railroad (U.P.R.R.) Right of Way (R.O.W.); thence South 89°48'09" East along said U.P.R.R. R.O.W. for a distance of 62.00 feet to a point; thence North 0°00'46" East along said U.P.R.R. R.O.W. for a distance of 1,308.81 feet to a point; thence South 89°51'03" East for a distance of 482.87 feet to a point; thence North 0°00'07" East for a distance of 470.65 feet to a point on a line located parallel to and 53.00 feet southerly from the north line of said NE 1/4, which north line is also the centerline of "F" Street; thence South 89°49'44" East along said parallel line which is the said U.P.R.R. R.O.W. for a distance of 416.26 feet to a point; thence South 41°52'28" East for a distance of 29.64 feet to a point located 52.00 feet westerly from, measured at right angles to, the centerline of 72nd Street; thence South 1°00'17" East for a distance of 573.02 feet to a point located 42.00 feet westerly from measured at right angles to, the centerline of 72nd Street; thence South 0°00'07" West along a line parallel to, and 42.00 feet westerly from the centerline of 72nd Street, 1,385.10 feet to the Point-of-Beginning containing 1,621,157.6 square feet (37.217 acres) more or less and subject to the easement shown on the plat.

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For this Description the centerline of 72nd Street has an assumed bearing of South 00°00'07" West.