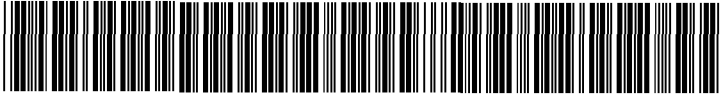




MTG 2013115945



NOV 20 2013 10:13 P 30

Fee amount: 184.00
FB: 01-60000
COMP: MS

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
11/20/2013 10:13:04.00



2013115945

**DEED OF TRUST, COLLATERAL ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

RETURN DOCUMENT TO:

First American Title Insurance Company
801 Nicollet Mall, Suite 1900
Minneapolis MN 55402
NCS-514000-33B-MPLS (HH/KC)

WHEN RECORDED RETURN TO:

Otterbourg, P.C.
230 Park Avenue
New York, New York 10169
Attention: Daniel P. Greenstein, Esquire

NCS- 514000-33B-MPLS(KC)

**DEED OF TRUST, COLLATERAL ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

Douglas County, Nebraska

This DEED OF TRUST, COLLATERAL ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") executed as of this 19th day of November, 2013, by NASH-FINCH COMPANY, a Delaware corporation (being hereinafter called "Grantor"), having its principal place of business at 7600 France Avenue S., Edina, Minnesota 55345 in favor of FIRST AMERICAN TITLE INSURANCE COMPANY, with an address of 13924 Gold Circle, Omaha, Nebraska 68144, as Trustee ("Trustee") WITH POWER OF SALE, for the use and benefit of WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, with offices at One Boston Place, 18th Floor, Boston, Massachusetts 02108 in its capacity as Administrative Agent pursuant to the Loan Agreement (as hereinafter defined) for the Secured Parties, as grantee and beneficiary herein (in such capacity, "Beneficiary").

All capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to such terms in the Loan Agreement described below.

WITNESSETH:

WHEREAS, Grantor is the owner of certain fee simple interests in real property and the buildings and improvements thereon, together with related rights as further described herein; and

WHEREAS, Grantor has entered into certain financing arrangements with Beneficiary and the Secured Parties pursuant to which the Secured Parties (or Beneficiary on behalf of the Secured Parties) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated as of even date herewith, by and among Borrowers (including Grantor), Guarantors, the Lenders and Beneficiary (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated, substituted for or replaced, the "Loan Agreement") and in the other Financing Agreements which Loan Agreement provides that, among other things, that the Secured Parties provide to Borrowers a

Credit Facility in an aggregate principal sum not to exceed ONE BILLION FOUR HUNDRED MILLION DOLLARS (\$1,400,000,000); and

WHEREAS, Grantor, by this Deed of Trust, intends to secure and does hereby secure all indebtedness and other obligations of Borrowers to the Secured Parties as hereinafter further described, including (a) all existing and future indebtedness, liabilities and obligations of Borrowers to the Secured Parties, up to the aggregate principal amount of ONE BILLION FOUR HUNDRED MILLION DOLLARS (\$1,400,000,000) at any time and from time to time outstanding, and (b) all other existing and future indebtedness, obligations and liabilities of Borrowers to the Secured Parties, including, without limitation, all interest on such principal sum, costs, expenses and attorneys' fees and legal expenses accruing or incurred in connection therewith, as hereinafter further described.

NOW, THIS INDENTURE WITNESSETH, that the foregoing recitals being hereinafter deemed incorporated by reference and made a part hereof as if again set forth at length, Grantor, in consideration of the Financing Agreements and the extension of credit pursuant thereto, and to secure the Obligations (as hereinafter defined) and in consideration of the further sum of One (\$1.00) Dollar unto Trustee, its successors and assigns for the benefit of Beneficiary, its successors and assigns in hand well and truly paid by the Secured Parties or by Beneficiary on behalf of the Secured Parties at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, and intending to be legally and firmly bound hereby, has mortgaged and warranted, and by these presents does mortgage and warrant unto Beneficiary and its successors and assigns, for the benefit of Beneficiary and its successors and assigns and hereby grants a security interest in so much of the following that is comprised of personal property and fixtures, all of Grantor's right, title and interest in and to the following property, rights and interests and the proceeds thereof (hereinafter collectively referred to as the "Mortgaged Property"):

A. THE LAND. The land (the "Land") described in Exhibit A attached hereto and incorporated herein by reference.

B. THE IMPROVEMENTS: TOGETHER WITH (a) all the buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and (b) all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by Grantor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Grantor in and to any such personal property or fixtures, which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (hereinafter called the "Improvements").

C. EASEMENTS: TOGETHER WITH all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, permits and consents, division rights (if any), and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property described in Paragraphs A and B hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by

Grantor.

D. TOGETHER WITH (A) all of the estate, right, title and interest of Grantor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in Paragraphs A, B and C hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in Paragraphs A, B and C hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sale or other disposition of the property described in Paragraphs A, B and C hereof or any part thereof; and Beneficiary is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and (subject to the terms hereof and the Loan Agreement) to apply the same toward the payment of the Obligations, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (B) all contract rights, general intangibles, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums arising from or relating to the property described in Paragraphs A, B and C above; and (C) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the property described in Paragraphs A, B and C.

E. TOGETHER WITH all rents, income and other benefits to which Grantor may now or hereafter be entitled from the property described in Paragraphs A, B and C hereof (the "Rents") to be applied against the Obligations; provided, however, that permission is hereby given to Grantor, so long as no Event of Default (as hereinafter defined) has occurred, to collect and use such Rents as they become due and payable, but not more than one month in advance thereof. Subject to applicable laws, upon the occurrence of any such Event of Default, the permission hereby given to Grantor to collect such Rents from the property described in Paragraphs A, B and C hereof shall terminate and such permission shall not be reinstated until such Event of Default has been cured.

The foregoing provisions hereof shall constitute an absolute and present assignment of the Rents from the property described in A, B and C above, subject, however, to the conditional permission given to Grantor to collect and use such Rents as hereinabove provided; and the existence or exercise of such right of Grantor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Grantor, and any such subsequent assignment by Grantor shall be subject to the rights of the Beneficiary hereunder.

F. TOGETHER WITH all right, title and interest of Grantor in and to any and all leases now or hereafter on or affecting the property described in Paragraphs A, B and C hereof (the "Leases"), together with all security therefor and all monies payable thereunder, and all books and records which contain payments made under the leases and all security therefor, subject, however, to the conditional permission hereinabove given to Grantor to collect the Rents arising under any such lease. Beneficiary shall have the right, at any time and from time to time, to notify any lessee of the rights of Beneficiary as provided by this Paragraph.

G. TOGETHER WITH (A) Grantor's rights to further encumber the property described in Paragraphs A, B and C above for debt, and (B) all of Grantor's rights, subject to Section 1.9(b) hereof, to enter into any lease or lease agreement.

TO HAVE AND TO HOLD such lien on the Mortgaged Property and all parts thereof unto Trustee, its successors and assigns, to and for the proper use and benefit of Beneficiary, its successors and assigns for so long as any of the Obligations remain outstanding.

This Deed of Trust is executed and delivered by Grantor to secure all of the loans, advances, obligations, liabilities and indebtedness now or hereafter owing by Grantor to the Secured Parties arising under or in connection with the Loan Agreement or the other Financing Agreements, or by operation of law in connection therewith, whether direct or indirect, absolute or contingent, joint or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, whether arising before, during or after the initial or any renewal term of the Loan Agreement, or after the commencement of any case with respect to the Grantor under the United States Bankruptcy Code or any similar statute and whether incurred by Grantor as principal, surety, endorser, guarantor or otherwise in connection with the foregoing, including, without limitation, the following (collectively referred to herein as the "Obligations"):

(a) all obligations, liabilities and indebtedness of Grantor in respect of "Loans" (consisting of advances, repayments and readvances) and "Letter of Credit Accommodations" to or for the account of or otherwise owed by Borrowers under the Loan Agreement, as such quoted terms are defined in the Loan Agreement; and

(b) all other obligations, liabilities and indebtedness of every kind and character now or hereafter owing by Borrowers to the Secured Parties and/or Beneficiary, however created, incurred or evidenced, direct or indirect, absolute or contingent, in each case, arising under the Loan Agreement, this Deed of Trust or any of the other Financing Agreements; and

(c) all interest, costs and expenses (including reasonable attorneys' fees and expenses), other charges and fees to be paid by Grantor herein and in the other Financing Agreements, advances made by Beneficiary to protect or preserve the Mortgaged Property, any part thereof, or the interests of Beneficiary therein or for payment of taxes, assessments, insurance premiums and other amounts as provided therein and herein;

provided, however, that the maximum principal amount of the Obligations at any time secured hereby at any time and from time to time outstanding, exclusive of (i) all interest under the Financing Agreements, costs and expenses (including reasonable attorneys' fees and legal expenses), (ii) other

charges and fees to be paid herein and in the other Financing Agreements, (iii) advances made by Beneficiary to protect or preserve the Mortgaged Property, any part thereof, or the interests of Beneficiary therein, and (iv) payment of taxes, assessments, insurance premiums and other amounts as provided therein and herein is ONE BILLION FOUR HUNDRED MILLION DOLLARS (\$1,400,000,000). In no event shall the limitation on the principal amount of Obligations secured hereby limit or impair the security interests and liens of Beneficiary in property of Grantor as provided under the other Financing Agreements.

The interest rates on and applicable to the Credit Facility are variable and may change and adjust from time to time, all in the manner and as more particularly described in the Loan Agreement.

This Deed of Trust secures a revolving line of credit. Neither the fact that the principal balance under the Loan Agreement may be reduced to zero from time to time, nor the fact that there may be periodic repayments and reborrowings by Borrowers under the Loan Agreement shall affect the continuing validity of this Deed of Trust, and the principal balance shall be increased after any and each reduction in the principal balance, even if such reduction is to zero, and the lien of all reborrowing advances shall relate back to and have lien priority from the date of this Deed of Trust.

The Trustee shall have the STATUTORY POWER OF SALE.

ARTICLE ONE

COVENANTS OF GRANTOR

Grantor covenants and agrees with Beneficiary, or any successor in title as holder of the Obligations secured hereby, as follows:

1.1 **Payment and Performance.** Grantor shall perform and observe and shall comply with all provisions of the Financing Agreements and shall promptly pay to the Secured Parties or Beneficiary on behalf of the Secured Parties all Obligations required to be paid by Grantor under the Financing Agreements when payment shall become due.

1.2 **Status of Title.** Grantor represents, warrants and covenants that, subject to Permitted Encumbrances (as hereinafter defined), (a) it is and at all times shall continue to be lawfully seized of an indefeasible estate in fee simple in the Land and the buildings and Improvements thereon, and has good and marketable title to the Mortgaged Property, and has good right, full power and lawful authority to convey, assign, mortgage or encumber the Mortgaged Property as provided herein and Beneficiary may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Mortgaged Property in accordance with and subject to the terms hereof; (b) the Mortgaged Property is and at all times shall continue to be free and clear of all liens, security interests, and encumbrances whatsoever except those liens, security interests and encumbrances described in Exhibit B annexed hereto (the "Permitted Encumbrances"); (c) Grantor will maintain and preserve the lien of this Deed of Trust as a first and prior lien, subject only to the Permitted Encumbrances and Beneficiary shall, subject to Grantor's right of possession prior to an Event of Default, quietly enjoy and possess the Mortgaged Property, until the Obligations have been indefeasibly paid in full and (d) this Deed of Trust is and at

all times shall continue to be a valid and binding obligation enforceable in accordance with the terms contained herein, except as enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except to the extent that the availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding may be brought, and the execution and delivery hereof does not contravene any contract or agreement to which Grantor is a party or by which Grantor or any of its properties may be bound and does not contravene any law, order, decree, rule or regulation to which Grantor is subject.

1.3 Compliance with Laws. Grantor covenants and warrants that the Mortgaged Property presently complies in all material respects with and shall continue to comply in all material respects with all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and Environmental Laws (as hereinafter defined) and regulations and other applicable laws, rules and regulations. If Grantor receives notice from any federal, state or other governmental body that it is not in compliance with any such covenant, ordinance, code, law or regulation, Grantor will provide Beneficiary with a copy of such notice promptly.

1.4 Taxes and Other Charges.

- (a) Section 9.4 of the Loan Agreement is incorporated herein by reference.
- (b) Intentionally Omitted.
- (c) Section 3.3(d) of the Loan Agreement is incorporated herein by reference.

(d) Grantor shall not claim, demand or be entitled to receive any credit, against the principal or interest payable on the Obligations for so much of the taxes, assessments or similar impositions assessed against the Mortgaged Property or any part thereof or that are applicable to the Obligations or to the interest in the Mortgaged Property of Beneficiary. No deduction shall be claimed from the taxable value of the Mortgaged Property or any part thereof by reason of the Obligations, this Deed of Trust or any other instrument securing the Obligations.

1.5 Mechanics' and Other Liens. Grantor shall not permit any mechanics' or other liens to be filed or to exist against the Mortgaged Property by reason of work, labor, services or materials supplied or claimed to have been supplied to, for or in connection with the Mortgaged Property or to Grantor or anyone holding the Mortgaged Property or any part thereof through or under Grantor; provided, however, that if any such lien shall at any time be filed, Grantor shall, within thirty (30) days after notice of the filing thereof but subject to the right of contest as set forth herein, cause the same to be discharged of record by payment, order of a court of competent jurisdiction or otherwise or provide security such as a deposit or bond. Notwithstanding anything to the contrary contained herein, Grantor shall have the right, at its own expense and after prior written notice to Beneficiary, by appropriate proceedings duly instituted and diligently prosecuted, to contest in good faith the validity, applicability or amount of any such lien if Grantor establishes an escrow or other security acceptable to Beneficiary (or, at its option, Beneficiary may establish a reserve against loans otherwise available to Grantor or its affiliates) in an amount estimated by Beneficiary to be adequate to cover the payment of the amount being contested with interest, costs and penalties and an

additional sum to cover possible interest, costs and penalties; and, if the amount of such escrow or other security (or reserve) is insufficient to pay any amount adjudged by a court of competent jurisdiction to be due, with all interest, costs and penalties thereon, Grantor shall pay such deficiency no later than the date such judgment becomes final.

1.6 Insurance.

(a) Section 9.5 of the Loan Agreement is incorporated herein by reference.

(b) If the Mortgaged Property or any part thereof is in an area designated by the Department of Housing and Urban Development, the Federal Insurance Administration or other governmental agency, as subject to special flood risks, whether pursuant to the Flood Disaster Protection Act of 1973, any successor statute or otherwise, Grantor shall obtain commercially reasonable amounts of flood insurance.

1.7 Eminent Domain. Grantor, immediately upon obtaining knowledge of the institution of any eminent domain or other proceedings for the condemnation of the Mortgaged Property, or any portion thereof, shall notify Beneficiary of the pendency of such proceedings. Beneficiary shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through eminent domain or other condemnation proceedings and is hereby authorized, at its option, to commence, appear in and prosecute in its own or Grantor's name any action or proceeding relating to eminent domain or condemnation and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are included in the Mortgaged Property and Beneficiary, after deducting therefrom all its expenses including attorneys' fees and expenses, shall, without affecting the lien of this Deed of Trust, be applied in the same manner as insurance proceeds in the Loan Agreement. Grantor agrees to execute such further assignments of any compensation awards, damages, claims, rights of action and proceeds as Beneficiary may require. Notwithstanding any such condemnation, Grantor shall continue to pay interest on the entire unpaid principal amount of the Obligations. If prior to the receipt by Beneficiary of such award or payment the Mortgaged Property shall have been sold on foreclosure of this Deed of Trust, Beneficiary shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Deed of Trust shall have been sought or recovered or denied, and reasonable attorneys' fees, costs and disbursements incurred by Beneficiary in connection with the collection of such award or payment.

1.8 Care of Mortgaged Property.

(a) Grantor shall preserve and maintain, or cause to be preserved and maintained, the Mortgaged Property including all appurtenances thereto in a similar manner as provided in Section 7.4(b) of the Loan Agreement. Grantor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or of any part thereof, and will not take any action which will increase the risk of fire or other hazard to the Mortgaged Property or to any part thereof.

(b) Except as otherwise provided in this Deed of Trust or as contemplated by the Loan Agreement or the other Financing Agreements, no material part of the Mortgaged Property shall be removed, demolished or substantially altered, without the prior written consent of Beneficiary. Grantor shall have the right, without such consent, but only to the extent permitted under, and in compliance with, the Loan Agreement, to remove and dispose of free from the lien of this Deed of Trust any part of the Mortgaged Property consisting of equipment and fixtures as from time to time may become worn out or obsolete or not necessary for the operation of Grantor's business or the Mortgaged Property; provided that, to the extent it is necessary to replace any property for the operation of Grantor's business or the Mortgaged Property, either simultaneously with or prior to such removal, any such property shall be replaced with other property of equal utility (prior to such Mortgaged Property becoming worn out or obsolete) and free from any security interest of any other person other than the encumbrances permitted by Section 9.8 of the Loan Agreement. Any substituted property shall be deemed to be part of the Mortgaged Property and shall be subject to the lien of this Deed of Trust.

(c) Beneficiary may enter upon and inspect the Mortgaged Property, during normal business hours and after notice to Parent, or at any time and without notice to Lead Borrower if an Event of Default exists or has occurred and is continuing or in the case of emergency, at any time during the life of this Deed of Trust.

(d) If any material part of the Mortgaged Property shall be lost, damaged or destroyed by fire or any other cause, Grantor shall give immediate written notice thereof to Beneficiary and, if Beneficiary has, pursuant to Section 9.5 of the Loan Agreement, exercised its option to pay over to Grantor the proceeds of any insurance to be used to restore the damaged Mortgaged Property, Grantor shall promptly restore the Mortgaged Property to the equivalent of its original condition. If a part of the Mortgaged Property shall be lost, physically damaged, or destroyed through condemnation and provided Beneficiary has paid over to Grantor the proceeds of any condemnation awards in accordance with Section 1.7 hereof to be used to restore, repair or alter the remaining property, Grantor shall promptly restore, repair or alter the remaining property in a manner satisfactory to Beneficiary.

1.9 Rents and Leases.

(a) Subject to the terms of this Article, Beneficiary waives the right to enter the Mortgaged Property for the purpose of collecting the Rents thereon, and grants Grantor the right to collect the Rents. Grantor shall hold the Rents, or an amount sufficient to discharge all current sums due on the Obligations, in trust for use in the payment of the Obligations. The right of Grantor to collect the Rents may be revoked by Beneficiary upon the occurrence of any Event of Default by Grantor under the terms of this Deed of Trust by giving notice of such revocation to Grantor. Following such notice, Beneficiary may retain and apply the Rents toward payment of the Obligations in such priority and proportions as Beneficiary, in its discretion, shall deem proper.

(b) Grantor shall not, without the prior written consent of Beneficiary, except with respect to Minor Leases (as hereinafter defined) make or suffer to be made, any Leases or amend, cancel, modify, accept the surrender of, subordinate, accelerate the payment of rents to, or change the

terms of any renewal option of any Leases or accept prepayments of installments of Rent for a period of more than one (1) month in advance (except that Grantor may accept security deposits in respect of the Leases in excess of such amount) or, except as provided in the Loan Agreement, further assign the whole or any part of the Rents or permit or suffer an assignment or sublease without the consent of Beneficiary. In respect of any Lease relating to the Mortgaged Property, Grantor will (i) fulfill or perform each and every material provision thereof on its part to be fulfilled or performed; (ii) promptly send copies of all notices of default which it shall send or receive thereunder to Beneficiary, and (iii) enforce the performance or observance of the provisions thereof (but not terminate any such Lease except after prior written notice to Beneficiary). Anything herein to the contrary notwithstanding, Grantor shall be able to with respect to (i) retail store locations lease same in accordance with the terms of the Loan Agreement and (ii) properties not containing retail store locations lease same provided such lease is of space consisting less than 5,000 square feet or less and five years or less in length (a "Minor Lease") without the consent of Beneficiary provided that such Minor Lease (A) be made expressly subject and subordinate to this Deed of Trust, (B) contain provisions obligating the tenants thereunder, at Beneficiary's option, to attorn to Beneficiary in the event Beneficiary succeeds to the interest of Grantor under such Leases, (C) shall not involve properties upon which are located distribution centers, (D) be approved by Beneficiary and (E) no Event of Default exists or has occurred and is continuing.

(c) In addition to the rights which Beneficiary may have herein, in the event of the occurrence of any Event of Default under this Deed of Trust, Beneficiary, at its option and upon thirty (30) days written notice from Beneficiary to Grantor, may require Grantor to pay monthly in advance to Beneficiary, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property occupied by Grantor. Upon default in any such payment, Grantor will vacate and surrender possession of the Mortgaged Property to Beneficiary or to such receiver and, in default thereof, Grantor may be evicted by summary proceedings or otherwise.

(d) Beneficiary, or a receiver, while in possession of the Mortgaged Property after an Event of Default has occurred and is continuing shall have the right to manage same, to pay commissions for the collection of rents, to retain five (5%) percent of the Rents in payment for the services of Beneficiary in relation to the Mortgaged Property, to make, cancel, enforce or modify Leases, to obtain and evict tenants, to fix or modify rents, to demolish any part or all of the Mortgaged Property which in the judgment of Beneficiary may be in an unsafe condition and dangerous to life and property, and to make repairs and improvements to the Mortgaged Property all as shall be, in Beneficiary's or receiver's discretion, necessary or convenient to protect Beneficiary's interests hereunder. Beneficiary may advance monies to the receiver for such purposes and any monies so expended or advanced shall be added to the Obligations and secured by this Deed of Trust. Beneficiary, at its option, may repay such monies out of the rents actually collected. Beneficiary or receiver shall have the right to collect both the Rents which may have accrued before the occurrence of an Event of Default hereunder or from the time Beneficiary or receiver takes possession, but are unpaid at the time of such default or taking of possession, and the Rents which may accrue after such default or taking of possession. Beneficiary, or receiver, while in possession of the Mortgaged Property, shall only be liable to account for Rents actually received.

(e) The taking of possession and collection of Rents by Beneficiary as aforesaid shall not be construed to be an affirmation of any Lease of the Mortgaged Property or any part thereof, and Beneficiary or any other purchaser at any foreclosure sale may (if otherwise entitled to do so) exercise the right to terminate any Lease as though such taking of possession and collection of Rents had not occurred.

(f) To the extent granted herein, Grantor shall, from time to time upon the request of Beneficiary, specifically assign to Beneficiary, as additional security hereunder, by an instrument in writing in such form as may be approved by Beneficiary, all right, title and interest of Grantor in and to any and all Leases now or hereafter on or affecting the Mortgaged Property, together with all security therefor and all monies payable thereunder, subject to the conditional permission hereinabove given to Grantor to collect the rentals under any such Lease. Grantor shall also execute and deliver to Beneficiary any notification, financing statement or other document required by Beneficiary to perfect the foregoing assignment as to any such lease.

(g) Grantor represents that all Leases, if any, are presently in full force and effect and that no default exists thereunder. As any such Lease shall expire, Grantor shall so notify Beneficiary in order that at all times, Beneficiary shall have a current list of all Leases.

(h) The assignment contained in the granting clauses hereof shall not be deemed to impose upon Beneficiary any of the obligations or duties of Grantor provided in any such Lease (including, without limitation, any liability under the covenant of quiet enjoyment contained in any Lease in the event that any tenant shall have been joined as a party defendant in any action to foreclose under this Deed of Trust and shall have been barred and foreclosed thereby of all right, title and interest and equity of redemption in the Mortgaged Property or any part thereof), and Grantor shall comply with and observe in all material respects its obligations as landlord under all Leases.

1.10 Environmental Matters.

(a) Section 8.8(a) of the Loan Agreement is incorporated herein by reference.

(b) Section 8.8(b) of the Loan Agreement is incorporated herein by reference.

(c) Section 8.8(c) of the Loan Agreement is incorporated herein by reference.

(d) Intentionally omitted.

(e) Except as set forth in the Loan Agreement, the Mortgaged Property has never been used by Grantor or, to the best knowledge of Grantor, by any prior owner of the Mortgaged Property as (A) a dump site for Hazardous Materials or (B) a storage (whether temporary or permanent) site for Hazardous Materials that violates any applicable Environmental Law or Permit where such violation has or could reasonably be expected to have a Material Adverse Effect.

(f) Section 9.3(a) of the Loan Agreement is incorporated herein by reference.

(g) Section 9.3(b) of the Loan Agreement is incorporated herein by reference.

(h) Section 9.3(c) of the Loan Agreement is incorporated herein by reference.

(i) Section 9.3(d) of the Loan Agreement is incorporated herein by reference.

(j) Notwithstanding anything to the contrary herein or in any other document evidencing, securing or setting forth the terms of the Obligations, nothing shall give Beneficiary the right to influence or direct hazardous waste disposal decisions or treatments, such being the sole responsibility of Grantor.

1.11 Further Assurances. At any time and from time to time, upon Beneficiary's request, Grantor shall make, execute and deliver, or cause to be made, executed and delivered, to Beneficiary and where appropriate shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled at such time and in such offices and places as shall be deemed desirable by Beneficiary, any and all such further mortgages, instruments or further assurances, certificates and other documents as Beneficiary may consider necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the Obligations of Grantor under this Deed of Trust and the other Financing Documents, and the lien of this Deed of Trust as a lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Grantor. Upon any failure by Grantor to do so, Beneficiary may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents for and in the name of Grantor, and Grantor hereby irrevocably appoints Beneficiary as agent and attorney-in-fact of Grantor to do so. With respect to any such after acquired property, any lease that may be entered into by Grantor must comply with the requirements of Section 1.9(b) hereof.

1.12 Security Agreements and Financing Statements.

(a) It is the intention of Grantor and Beneficiary that this Deed of Trust also constitute a security agreement with respect to those portions of the Mortgaged Property which are subject to Article 9 of the Uniform Commercial Code of the State of Nebraska (the "Uniform Commercial Code"), and all personal property described in this Deed of Trust. Accordingly, Grantor agrees that in addition to all remedies enumerated herein, Beneficiary shall have all of the remedies available to a secured party under the Uniform Commercial Code of the State of Nebraska. Grantor (as Debtor) hereby grants to Beneficiary (as Creditor and Secured Party) a security interest in and continuing lien upon all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever constituting part of the Mortgaged Property.

(b) Grantor hereby authorizes and empowers Beneficiary to file any and all such documents, including without limitation, financing statements, refilings and continuations thereof, pursuant to the Uniform Commercial Code, as Beneficiary may request, to preserve and maintain the priority of the lien created hereby on the portion of Mortgaged Property which may be deemed personal property or fixtures and shall pay to Beneficiary on demand any expenses incurred by Beneficiary in connection with the preparation, execution and filing of any such documents. When and if Grantor and Beneficiary shall respectively become the Debtor and Secured Party in any Uniform Commercial Code financing statement affecting the Mortgaged Property, this Deed of Trust

shall be deemed a security agreement as defined in said Uniform Commercial Code and the remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be (i) as prescribed herein and in the other Financing Agreements, (ii) governed by general law, or (iii) as to such part of the security which is also reflected in said financing statement, governed by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Beneficiary's election.

(c) Grantor and Beneficiary agree that the filing of a financing statement in the records normally having to do with personal property shall never be construed as in any way derogating from or impairing the express declaration and intention of the parties hereto, hereinabove stated, that everything used in connection with the production of income from the Mortgaged Property and/or adapted for use therein and/or which is described or reflected in this Deed of Trust is, and at all times and for all purposes and in all proceedings both legal or equitable, shall be regarded as part of the real estate encumbered by this Deed of Trust irrespective of whether (i) any such item is physically attached to the Improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Beneficiary, or (iii) any such item is referred to or reflected in any such financing statement so filed at any time. Similarly, the mention in any such financing statement of (A) rights in or to the proceeds of any fire and/or hazard insurance policy, or (B) any award in eminent domain or condemnation proceedings for a taking or for loss of value, or (C) Grantor's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Mortgaged Property, whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Beneficiary as determined by this instrument or impugning the priority of the lien granted hereby or by any other recorded document, but such mention in the financing statement is declared to be for the protection of Beneficiary in the event any court or judge shall at any time hold with respect to (A), (B) and (C) that notice of Beneficiary's priority of interest to be effective against a particular class of persons, including but not limited to the federal government and any subdivisions or entity of the federal government, must be filed in the Uniform Commercial Code records.

(d) This Deed of Trust shall be deemed to be a fixture financing statement within the meaning of the Nebraska Uniform Commercial Code and for such purpose, the following information is given:

- | | | |
|-----|------------------------------------|--|
| (a) | Name and address of Debtor: | Nash-Finch Company
c/o Real Estate Group
7600 France Avenue S.
Edina, Minnesota 55345 |
| (b) | Type of organization: | corporation |
| (c) | Jurisdiction of organization: | Delaware |
| (d) | Name and address of Secured Party: | Wells Fargo Capital Finance, LLC
One Boston Place, 18 th Floor, Boston,
Massachusetts 02108 |

- | | | |
|-----|---|-----------------------------|
| (e) | Description of the types (or items) of property covered by this Financing Statement: | See pages 2, 3, and 4 above |
| (f) | Description of real estate to which the collateral is attached or upon which it is or will be located: | See Exhibit A |
| (g) | Record owner of real estate to which the collateral is attached or upon which it is or will be located: | Nash-Finch Company |
| (h) | Organization Identification Number: | 0125514 |

Some of the above-described collateral is or is to become fixtures upon the above-described real estate and this Financing Statement is to be filed for record in the public real estate records.

1.13 Assignment of Rents. The assignment of Leases and Rents contained in the granting clauses of this Deed of Trust shall be (i) to the extent permitted by law fully operative without any further action on the part of either party and specifically Beneficiary shall be entitled, at its option, upon the occurrence of an Event of Default, to all Rents from the property described in the granting clauses hereof whether or not Beneficiary takes possession of such property and (ii) upon the occurrence of an Event of Default, an irrevocable direction to and full authority to each lessee and sublessee under any Leases to pay all Rents to Beneficiary, without proof of the default relied upon and an automatic revocation of the permission hereby granted to Grantor to collect and use the Rents and any Rents collected by Grantor shall be held in trust for Beneficiary, and Grantor shall be a trustee with respect to all Rents received and shall hold these Rents for the account of Beneficiary, to be applied toward the Obligations. Grantor hereby irrevocably authorizes each lessee, sublessee, guarantor, person and entity to rely upon and comply with any notice or demand by Beneficiary for the payment to Beneficiary, of any Rents due or to become due. Grantor hereby further grants to Beneficiary the right (A) to enter upon and take possession of the Mortgaged Property for the purpose of collecting the said Rents, (B) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to Beneficiary, (C) to let the Mortgaged Property or any part thereof, and (D) to apply said Rents, after payment of all necessary charges and expenses, on account of the Obligations. Such assignment and grant shall continue in effect until the Obligations secured hereby are indefeasibly paid in full, the execution of this Deed of Trust constituting and evidencing the irrevocable consent of Grantor to the entry upon and taking possession of the Mortgaged Property by Beneficiary pursuant to such grant, whether or not foreclosure has been instituted. Neither the exercise of any rights under this Paragraph by Beneficiary nor the application of any such Rents, income or other benefits to the Obligations secured hereby, shall cure or waive any default or notice of Event of Default hereunder or invalidate any act done pursuant hereto or to any such notice, but shall be cumulative of all other rights and remedies.

1.14 After-Acquired Mortgaged Property. To the extent permitted by and subject to applicable law, the lien of this Deed of Trust will automatically attach, without further act, to all after-acquired property located in or on, or attached to, or used or intended to be used in connection

with, or with the operation of, the Mortgaged Property or any part thereof.

1.15 Intentionally Omitted.

1.16 Expenses. Grantor will pay to Beneficiary on demand all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, reasonable attorneys' fees and expenses, court costs, and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by Beneficiary in connection with: (a) the preparation and execution of the Financing Agreements; (b) the funding of loans and providing Letter of Credit Accommodations; (c) preparation for enforcement of the Financing Agreements, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of the Financing Agreements; (e) court or administrative proceedings of any kind to which Beneficiary may be a party, either as plaintiff or defendant, by reason of the Financing Agreements; (f) preparation for and actions taken in connection with Beneficiary's taking possession of the Mortgaged Property; (g) negotiations with Grantor or any of its affiliates, or any of its agents in connection with the existence or cure of any Event of Default; (h) any proposed refinancing of the Obligations secured hereby; (i) the transfer of the Mortgaged Property in lieu of foreclosure; and (j) the approval by Beneficiary of actions taken or proposed to be taken by Grantor or other person or entity which approval is required by the terms of this Deed of Trust or the other Financing Agreements. Grantor will, upon demand by Beneficiary, reimburse Beneficiary for all such expenses which have been incurred or which shall be incurred by it; and will indemnify and hold harmless Beneficiary from and against, and reimburse it for, all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) which may be imposed upon, asserted against or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Mortgaged Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed thereunder or on account of any transaction arising out of or in any way connected with the Mortgaged Property, or with this Deed of Trust, the other Financing Agreements or any of the Obligations; provided that such obligation to indemnify shall not apply to any losses, claims, liabilities, costs or expenses caused by Beneficiary's own gross negligence or willful misconduct (as determined by a final non-appealable judgment of a court of competent jurisdiction). It is the intention of the parties hereto that the costs and expenses set forth in this Paragraph shall survive maturity, acceleration and entry of judgment and continue to accrue until such costs and expenses are paid in full by Grantor.

1.17 Beneficiary's Cure of Defaults. If Grantor defaults in the payment of any tax, assessment, encumbrance or other imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition or term in this Deed of Trust or the other Financing Agreements, without limiting Beneficiary's rights to establish availability reserves for any of such matters at any time, Beneficiary may (but shall not be obligated to) advance funds for the account of Grantor to pay any such charges or items or perform or observe the same. In addition, Beneficiary may at any time and from time to time advance such additional sums as Beneficiary in its discretion may deem necessary to preserve and protect the Mortgaged Property or any portion thereof and to protect the security of this Deed of Trust in accordance with the terms hereof and the terms of the Loan Agreement. All such advanced costs and expenses incurred or paid by Beneficiary in

connection therewith shall be due and payable on demand, shall bear interest at the post-default rate of interest payable under the Loan Agreement, shall be added to the Obligations and secured by the lien of this Deed of Trust. Beneficiary is hereby empowered to enter and authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Grantor or any person in possession holding under Grantor. Payment by Beneficiary as authorized herein to the holder of any prior lien shall entitle Beneficiary to become subrogated to the claims of such party to the extent of all such payments. The production of a receipt by Beneficiary shall be prima facie proof of a payment or advance authorized hereby, and the amount and validity thereof.

ARTICLE TWO

DEFAULTS

2.1 At the option of Beneficiary, Grantor shall be deemed in default hereof, and all existing and future liabilities of every kind secured hereby and all other Obligations shall become due and payable immediately, without further notice to or demand upon Grantor, and shall be recoverable forthwith or at any time or times thereafter without stay of execution or other process, upon the occurrence of an Event of Default as defined in the Loan Agreement.

ARTICLE THREE

REMEDIES

3.1 **Acceleration of Maturity.** If an Event of Default shall have occurred, then all of the Obligations shall, at Beneficiary's option, immediately become due and payable without notice or demand, time being of the essence hereof; and no omission on the part of Beneficiary to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.2 **Beneficiary's Power of Enforcement.** If an Event of Default shall have occurred, Beneficiary may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the Obligations shall be due and without prejudice to the right of Beneficiary thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (a) to enforce payment of the Obligations or the performance of any term hereof or any other right; (b) to foreclose this Deed of Trust and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property by advertisement or by judicial proceeding and by public or private sale; (c) exercise the **STATUTORY POWER OF SALE** pursuant to the law of the State of Nebraska, including Neb. Rev. Stat. Sections 76-1001 et seq. (as the same may be amended from time to time) and (d) to pursue any other remedy available to it. Beneficiary shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as Beneficiary may determine.

3.3 **Beneficiary's Right to Enter and Take Possession, Operate and Apply Income.**

(a) If an Event of Default shall have occurred, (i) to the extent permitted by law Grantor upon demand of Beneficiary shall forthwith surrender to Beneficiary possession of the Mortgaged Property and if and to the extent permitted by law, Beneficiary itself, or by such officers or agents as it may appoint, may enter upon and take possession of the Mortgaged Property and may exclude Grantor and its agents and employees wholly therefrom and may have joint access with Grantor to the books, papers and accounts of Grantor; and (ii) Grantor will pay monthly in advance to Beneficiary, on Beneficiary's entry into possession, or to any receiver appointed to collect the Rents of the Mortgaged Property, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Grantor, and upon default in any such payment will vacate and surrender possession of such part of the Mortgaged Property to Beneficiary or to such receiver and, in default thereof, Grantor may be evicted by summary proceedings or otherwise.

(b) If Grantor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Beneficiary's demand, to the extent permitted by law Beneficiary may obtain a judgment or decree conferring on Beneficiary the right to immediate possession or requiring Grantor to deliver immediate possession of all or part of the Mortgaged Property to Beneficiary, to the entry of which judgment or decree Grantor hereby specifically consents. Grantor shall pay to Beneficiary, upon demand, all costs and expenses of obtaining such judgment or decree and compensation to Beneficiary, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Deed of Trust.

(c) Upon every such entering upon or taking of possession, Beneficiary may hold, store, use, operate, manage and control the Mortgaged Property and conduct the business thereof, and, from time to time:

- (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property;
- (ii) insure or keep the Mortgaged Property insured;
- (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Grantor in its name or otherwise with respect to the same;
- (iv) enter into agreements with others to exercise the powers herein granted Beneficiary, all as Beneficiary from time to time may determine; and Beneficiary may collect and receive all the Rents thereof, including those past due as well as those accruing thereafter; and shall apply the monies so received by Beneficiary in such priority as Beneficiary may determine to (A) the payment of the Obligations; (B) the deposits for taxes and assessments and insurance premiums due; (C) the cost of insurance, taxes, assessments and proper charges

upon the Mortgaged Property or any part thereof; (D) the expenses of operating, maintaining, repairing and improving the Mortgaged Property, including without limitation renting commissions and rental collection commissions paid to an agent of Beneficiary or of the receiver; and (E) the compensation, expenses and disbursements of the agents, attorneys and other representatives of Beneficiary.

(d) Beneficiary shall surrender possession of the Mortgaged Property to Grantor only when all Obligations secured hereby and all amounts under any of the terms of this Deed of Trust shall have been indefeasibly paid in full and all defaults made good. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur.

3.4 Leases. If an Event of Default shall have occurred, Beneficiary, at its option, is authorized to foreclose this Deed of Trust subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenants parties defendant to any such foreclosure proceedings and to foreclose their rights will not be, nor be asserted by Grantor to be, a defense to any proceedings instituted by Beneficiary to collect the sums secured hereby or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

3.5 Purchase by Beneficiary. Upon any such foreclosure sale, Beneficiary may bid for and purchase the Mortgaged Property and, upon compliance with the terms of sale, may hold, retain and possess and dispose of the Mortgaged Property in its own absolute right without further accountability.

3.6 Application of Obligations Toward Purchase Price. Upon any such foreclosure sale, Beneficiary may, if permitted by law, and after allowing for costs and expenses of the sale, compensation and other charges, in paying the purchase price, apply any portion or all of the Obligations due under the Financing Agreements, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, to the extent of the purchase price.

3.7 Waiver of Appraisement, Valuation, Stay, Extension and Redemption Laws. Grantor agrees to the full extent permitted by law that in case of a default in its part hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Grantor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that the Beneficiary or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

3.8 Receiver. If an Event of Default shall have occurred, Beneficiary to the extent permitted by law and without regard to the value or adequacy of the security for the Obligations secured hereby, shall be entitled as a matter of right if it so elects and without notice to Grantor to the

appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all Rents thereof and apply the same as the court may direct (for purposes of this Paragraph, a breach of either Paragraph 1.3, 1.4, 1.6 or 1.8 of this Deed of Trust by Grantor shall constitute waste). The expenses, including receiver's fees, reasonable attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Deed of Trust. The right to enter and take possession of and to manage and operate the Mortgaged Property and to collect all Rents thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Beneficiary shall be liable to account only for the Rents actually received by Beneficiary, whether received pursuant to this Paragraph or Paragraph 3.3. Notwithstanding the appointment of any receiver or other custodian, Beneficiary, shall be entitled as pledgee to the possession and control of any cash, deposits, or instruments at the time held by, or payable to deliverable under the terms of this Deed of Trust to, Beneficiary.

3.9 Suits to Protect the Mortgaged Property. Beneficiary shall have the power and authority to institute and maintain any suits and proceedings as Beneficiary may deem advisable (a) to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of the Deed of Trust, (b) to preserve or protect its interest in the Mortgaged Property, and (c) to restrain the enforcement of or compliance with any legislation or other government enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement or compliance with such enactment, rule or order might impair the security hereunder in any material respect or be prejudicial in any material respect to the interest of Beneficiary.

3.10 Application of Monies by Beneficiary.

(a) Upon the occurrence of an Event of Default, Beneficiary shall be entitled to sue for and to recover judgment against Grantor for the whole amount of the Obligations due and unpaid together with costs and expenses, including without limitation, the compensation, expenses and disbursements of Beneficiary's agents, attorneys and other representatives, either before, after or during the pendency of any proceedings for the enforcement of this Deed of Trust, and the right of Beneficiary to recover such judgment shall not be affected by any taking possession or foreclosure sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the terms of this Deed of Trust, or the foreclosure of the lien hereof.

(b) In case of a foreclosure sale of all or any part of the Mortgaged Property and the application for the proceeds of sale to the payment of the Obligations secured hereby, Beneficiary shall be entitled to enforce payment from Grantor of all Obligations then remaining due and unpaid and to recover judgment against Grantor for any portion thereof remaining unpaid, with interest.

(c) Grantor hereby agrees, to the extent permitted by law, that no recovery of any such judgment by Beneficiary and no attachment or levy of any execution upon any of the Mortgaged Property or any other property shall in any way affect the lien of this Deed of Trust upon the Mortgaged Property or any part thereof or any lien, rights, powers or remedies or Beneficiary hereunder, but such lien, rights, powers or remedies shall continue unimpaired as before.

(d) Any monies collected or received by Beneficiary under this Paragraph 3.10 shall be applied in accordance with Section 6.4 of the Loan Agreement.

(e) The provisions of this Paragraph shall not be deemed to limit or otherwise modify the provisions of any guaranty of the Obligations of Grantor to Beneficiary.

3.11 Delay or Omission; No Waiver. No delay or omission of Beneficiary to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to Beneficiary may be exercised from time to time and as often as may be deemed expedient by Beneficiary.

3.12 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Beneficiary (a) grants forbearance or an extension of time for the payment of any Obligations secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Financing Agreements; (d) releases any part of the Mortgaged Property from the lien of this Deed of Trust; (e) consents to the filing of any map, plat or replat of the Land; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Deed of Trust or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the Obligations of Grantor or any other party liable for payment or performance of the Obligations. No such act or omission shall preclude Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor shall the lien of this Deed of Trust be altered hereby, except to the extent of releases as described in Subparagraph (d) above of this Paragraph 3.12.

3.13 Discontinuance of Proceedings; Position of Parties Restored. If the Beneficiary shall have proceeded to enforce any right or remedy under this Deed of Trust by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to Beneficiary, then and in every such case Grantor and Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Beneficiary shall continue as if no such proceedings had occurred or had been taken.

3.14 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Beneficiary by the Financing Agreements is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given under the Financing Agreements, or now or hereafter existing at law, in equity or by statute.

3.15 Defeasance. If Grantor shall pay or cause to be paid the Obligations secured hereby in accordance with the terms of the Loan Agreement, and shall comply with all the terms, conditions and requirements of the Financing Agreements and of this Deed of Trust, then upon complete and

indefeasible payment and satisfaction thereof, this Deed of Trust shall be reconveyed by Trustee, without recourse or representation, upon the written request and at the expense of Grantor.

ARTICLE FOUR

TRANSFER OR FURTHER ENCUMBRANCE OF THE MORTGAGED PROPERTY

4.1 Transfer or Further Encumbrance of the Mortgaged Property. Except as may be provided in the Loan Agreement, in the event of any direct or indirect sale, conveyance, transfer, lease, pledge or further encumbrance of the Mortgaged Property or any interest in or any part of the Mortgaged Property or any further assignment of Rents from the Mortgaged Property without the prior written consent of Beneficiary then, at Beneficiary's option, Beneficiary may declare all Obligations of Grantor to be due and payable immediately without demand or notice. Grantor agrees that in the event the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Grantor, Beneficiary may, without notice to Grantor, deal in any way with such successor or successors in interest with reference to this Deed of Trust and the Obligations hereby secured without in any way vitiating or discharging Grantor's liability hereunder or under the Financing Agreements. No transfer or encumbrance of the Mortgaged Property or any interest therein and no forbearance or assumption by any person with respect to this Deed of Trust and no extension to any person of the time for payment of the Obligations hereby secured given by Beneficiary shall operate to release, discharge, modify, change or affect the liability of Grantor either in whole or in part, unless Beneficiary specifically agrees in writing to the contrary.

ARTICLE FIVE

MISCELLANEOUS PROVISIONS

5.1 Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the successors and assigns of such party shall be included and all covenants and agreements contained in this Deed of Trust, by or on behalf of Grantor or Beneficiary shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

5.2 Addresses for Notices, Etc. Any notice of default and any notice of sale pursuant to the nonjudicial foreclosure of this Deed of Trust should be mailed to the following parties at the addresses indicated:

To Grantor:

Nash-Finch Company
850 76th St. SW, P.O. Box 8700
Grand Rapids, Michigan 49518-8700

To Beneficiary:

Wells Fargo Capital Finance, LLC
One Boston Place, 18th Floor
Boston, Massachusetts 02108

Attn: Portfolio Manager – Spartan

To the Trustee:

First American Title Insurance Company
13924 Gold Circle
Omaha, Nebraska 68144
Attention: National Commercial Services

Any and all other notices, demands, elections or requests provided for or permitted to be given pursuant to this Deed of Trust shall be given or served as provided in the Loan Agreement.

5.3 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Deed of Trust are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

5.4 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in this Deed of Trust or in the Financing Agreements shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained therein shall be in no way affected, prejudiced or disturbed thereby; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal or unenforceable, the application of such term, restriction or covenant to other persons and circumstances shall remain unaffected to the extent permitted by law.

5.5 Changes, Etc. Neither this Deed of Trust nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by Grantor and Beneficiary. The modification hereof or of any of the Financing Agreements or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Deed of Trust.

5.6 Governing Law. This Deed of Trust shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Mortgaged Property is located. Nothing contained herein shall be construed to provide that the substantive laws of the State of Nebraska shall apply to any parties, rights and obligations under any of the Financing Agreements, which, except as expressly provided above, are and shall at all times continue to be governed by the substantive law of State of New York. In addition, the fact that portions of this Deed of Trust may include provisions drafted to conform to the law of the State of Nebraska is not intended, nor shall it be deemed, in any way, to derogate the parties' choice of law as set forth or referred to herein or in the other Financing Agreements. The parties further agree that the Beneficiary may enforce its rights under the Financing Agreements including, but not limited to, its rights to sue the Grantor or to collect any outstanding indebtedness in accordance with applicable law of the State of New York. THE GRANTOR ACKNOWLEDGES AND AGREES THAT THE CHOICE OF NEW YORK LAW WAS A MATERIAL INDUCEMENT TO THE BENEFICIARY AND THE SECURED PARTIES TO ENTER INTO THE TRANSACTIONS CONTEMPLATED IN THE LOAN AGREEMENT AND THE OTHER FINANCING AGREEMENTS.

5.7 Construction. The words “Grantor” and “Beneficiary” include singular or plural, individual or corporation, and the respective heirs, executors, administrators, successors and assigns of Grantor and Beneficiary, as the case may be. The use of any gender applies to all genders.

5.8 Conflicts. In case of any conflict between the provisions of this Deed of Trust and the Loan Agreement with respect to the same matter, the provisions of the Loan Agreement shall control. Consistent additional provisions shall not be considered conflicting provisions for purposes of this Paragraph.

5.9 WAIVER OF JURY TRIAL. GRANTOR HEREBY WAIVES TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS DEED OF TRUST OR THE OTHER FINANCING AGREEMENTS.

5.10 WAIVER OF COUNTERCLAIMS. GRANTOR WAIVES ALL RIGHTS TO INTERPOSE ANY CLAIMS, DEDUCTIONS, SETOFFS OR COUNTERCLAIMS OF ANY NATURE (OTHER THAN COMPULSORY COUNTERCLAIMS) IN ANY ACTION OR PROCEEDING WITH RESPECT TO THIS DEED OF TRUST, THE OBLIGATIONS, THE MORTGAGED PROPERTY OR ANY MATTER ARISING THEREFROM OR RELATING HERETO OR THERETO.

5.11 Intentionally Omitted.

5.12 Post-Judgment Interest, Rights and Remedies; Non-Merger. It is the intention of the parties hereto that (a) the interest rates set forth in the Loan Agreement and any evidence of indebtedness issued pursuant thereto shall survive maturity, acceleration and entry of judgment, and continue to accrue on the outstanding principal balance of the Obligations until such Obligations are paid in full, and (b) the covenants and obligations of the Grantor and the rights and remedies of the Beneficiary hereunder and under the Loan Agreement and any other instrument or obligation executed pursuant thereto shall not merge with or be extinguished by the entry of judgment hereunder or thereunder and such covenants, obligations, rights and remedies shall survive any entry of judgment and continue until payment in full of the indebtedness secured hereby.

5.13 Multisite Real Estate Transaction. Grantor acknowledges that this Deed of Trust is one of a number of other mortgages and security documents that secure the Obligations. Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Beneficiary and without limiting the generality of the foregoing, the lien hereof shall not be impaired by any acceptance by Beneficiary of any security for or guarantees of any of the Obligations hereby secured, or by any failure, neglect or omission on the part of the Beneficiary to realize upon or protect any Obligation or indebtedness hereby secured or any collateral security therefor including the other mortgage and security documents. The lien hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, changing, modification or disposition of any of the Obligations secured or any of the collateral security therefor, including the other mortgage and security

documents or of any guarantee thereof, and Beneficiary may at its discretion foreclose, exercise any power of sale, or exercise any other remedy available to it under any or all of the other mortgage and other security documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the other mortgage and other security documents shall not in any manner impair the indebtedness hereby secured or the lien of this Deed of Trust and any exercise of the rights or remedies of Beneficiary shall not impair the lien of any other mortgage and other security documents or any of Beneficiary's rights and remedies thereunder. Grantor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the other mortgages and other security documents separately or concurrently and in any order that it may deem appropriate and Grantor waives any rights of subrogation.

5.14 Guarantee Obligations. In addition to securing the direct obligations of Grantor, this Deed of Trust also secures the obligations of Borrowers. Grantor waives defenses based on suretyship and impairment of collateral. Without limiting the generality of the preceding sentence, Beneficiary or the Secured Parties may do any of the following without adversely affecting the validity or enforceability of this Deed of Trust or any of the Obligations: (i) release, surrender, exchange, compromise or settle the Obligations or any part thereof; (ii) change, renew or waive the terms of the Obligations, or any part thereof; (iii) change, renew or waive the terms of any Financing Agreement or any other note, instrument or agreement relating to the Obligations, such rights in Beneficiary and the Secured Parties to include without limitation the right to change the rate of interest charged with respect to the Obligations or any part thereof (in which event the amount secured by this Deed of Trust shall be deemed also to include all interest at such changed rate); (iv) any extension or indulgence with respect to the payment or performance of the Obligations or any part thereof; (v) enter into any agreement of forbearance with respect to the Obligations, or any part thereof; (vi) release, surrender, exchange or compromise any security held by Beneficiary for any of the Obligations; (vii) release any other person who is a guarantor or surety or other obligor of, or who has agreed to purchase, the Obligations or any part thereof; and (viii) release, surrender, exchange or compromise any security or lien held by Beneficiary for the Obligations or any part thereof. Grantor agrees that Beneficiary or the Secured Parties may do any of the above as Beneficiary or the Secured Parties deems necessary or advisable, in Beneficiary's or the Secured Parties' sole discretion, without giving any notice to Grantor (except as may be required by the Loan Agreement), and this Deed of Trust shall continue to secure the Obligations.

5.15 Certain Matters Relating to Mortgaged Property Located in the State of Nebraska.

With respect to the Mortgaged Property which is located in the State of Nebraska (the "State"), notwithstanding anything contained herein to the contrary:

(a) This Deed of Trust is intended to constitute a notice of assignment of rents and profits under the law of the State of Nebraska pursuant to Neb. Rev. Stat. Sections 52-1701 et seq

(b) The Beneficiary and Trustee, as applicable, shall have the STATUTORY POWER OF SALE, which is herein granted by the Grantor as provided in Neb. Rev. Stat. Section 76-1005.

(c) Grantor waives any right to require the marshaling of any of its assets in connection with any disposition conducted pursuant hereto. In the event all or part of the Mortgaged Property is included at any foreclosure sale conducted pursuant hereto, a single total price for the Mortgaged Property, or such part thereof as is sold, may be accepted by Beneficiary with no obligation to distinguish between the application of such proceeds amongst the property comprising the Mortgaged Property.

(d) The Beneficiary shall have the power to appoint a successor trustee at any time as provided in Neb. Rev. Stat. Section 76-1004.

(e) Grantor hereby requests a copy of any notice of default or notice of sale hereunder to be mailed to it at the address set forth in Section 5.2 hereof.

5.16 Beneficiary as Administrative Agent; Successor Administrative Agents.

(a) Administrative Agent has been appointed to act as Administrative Agent hereunder by the Lenders. Administrative Agent shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of the Mortgaged Property) in accordance with the terms of the Loan Agreement, any related agency agreement among Administrative Agent and the Lenders (collectively, as amended, supplemented or otherwise modified or replaced from time to time, the "Agency Documents") and this Deed of Trust. Grantor and all other persons shall be entitled to rely on releases, waivers, consents, approvals, notifications and other acts of Administrative Agent, without inquiry into the existence of required consents or approvals of the Lenders therefor.


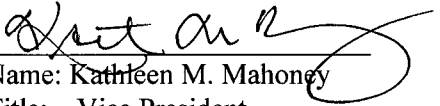
(b) Beneficiary shall at all times be the same Person that is Administrative Agent under the Agency Documents. Written notice of resignation by Administrative Agent pursuant to the Agency Documents shall also constitute notice of resignation as Administrative Agent under this Deed of Trust. Removal of Administrative Agent pursuant to any provision of the Agency Documents shall also constitute removal as Administrative Agent under this Deed of Trust. Appointment of a successor Administrative Agent pursuant to the Agency Documents shall also constitute appointment of a successor Administrative Agent under this Deed of Trust. Upon the acceptance of any appointment as Administrative Agent by a successor Administrative Agent under the Agency Documents, that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring or removed Administrative Agent as the Beneficiary under this Deed of Trust, and the retiring or removed Administrative Agent shall promptly (i) assign and transfer to such successor Administrative Agent all of its right, title and interest in and to this Deed of Trust and the Mortgaged Property, and (ii) execute and deliver to such successor Administrative Agent such assignments and amendments and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the liens and security interests created hereunder, whereupon such retiring or removed Administrative Agent shall be discharged from its duties and obligations under this Deed of Trust. After any retiring or removed Administrative Agent's resignation or removal hereunder as Administrative Agent, the provisions of this Deed of Trust and the Agency Documents shall inure to

its benefit as to any actions taken or omitted to be taken by it under this Deed of Trust while it was the Administrative Agent hereunder.

(c) Each reference herein to any right granted to, benefit conferred upon or power exercisable, exercised or action taken by the "Beneficiary" shall be deemed to be a reference to or be deemed to have been so taken, as the case may be, by Beneficiary in its capacity as Administrative Agent pursuant to the Loan Agreement for the benefit of the Secured Parties, all as more fully set forth in the Loan Agreement.

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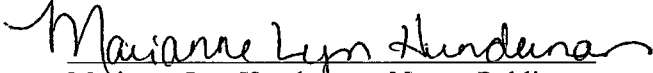
IN WITNESS WHEREOF, Grantor has caused this Deed of Trust to be duly executed, under seal, by its duly authorized corporate officer as of the date first above written.

Witness:  Print Name: Christian E. Meyer	NASH-FINCH COMPANY, A Delaware corporation By:  Name: Kathleen M. Mahoney Title: Vice President
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STATE OF MICHIGAN

COUNTY OF KENT

The foregoing instrument was acknowledged before me this 11th day of November, 2013 by Kathleen M. Mahoney, as Vice President of Nash-Finch Company, a Delaware corporation, on behalf of said corporation.



Marianne Lyn Hunderman, Notary Public
My commission expires: 3/11/2016

(AFFIX SEAL)

DRAFTED BY:
Otterbourg P.C.
230 Park Avenue
New York, New York 10169
Attention: Daniel P. Greenstein, Esquire

MARIANNE LYN HUNDERMAN
Notary Public, State of Michigan
Ottawa County
My Commission Expires: 3/11/2016
Acting in Kent County



Omaha, Douglas County, Nebraska

EXHIBIT A

Description of Land

Real property in the City of Omaha, County of Douglas, State of Nebraska, described as follows:

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., 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 $89^{\circ}49'44''$ 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 $00^{\circ}10'16''$ 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 $89^{\circ}49'44''$ 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 $00^{\circ}00'07''$ 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 $55^{\circ}29'42''$ East to a point of intersection which the said South ROW line of "F" Street which is the Point of Beginning.

This description used centerline bearing of 72nd Street as North $00^{\circ}00'07''$ 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., 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 $89^{\circ}49'44''$ 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 $00^{\circ}10'16''$ 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 $89^{\circ}49'44''$ 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 $00^{\circ}00'07''$ West for a distance of 470.65 feet to a point; thence North $89^{\circ}51'03''$ West for a distance of 482.87 feet to a point on the said U.P.R.R. R.O.W.; thence North $00^{\circ}00'46''$ East along the said U.P.R.R. R.O.W. for a distance of 170.68 feet to a point; thence North $89^{\circ}51'03''$ 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 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.

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 NE 1/4 of Section 2, Township 14 North, Range 12 East of the 6th P.M., Douglas County, Nebraska, the boundaries of which are described as follows: Commencing at the NE corner of said Section 2; thence South 0°00'07" West, along the East line of the NE 1/4 of said Section 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.

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

EXHIBIT B

Permitted Encumbrances

Real Estate Taxes subsequent to the date hereof not yet due and payable.

Those matters which are reflected on Schedule B to the title insurance policy delivered to Beneficiary with respect to this Deed of Trust and/or the deed of trust being amended and restated hereby.