Record and return to:

Principal Mutual Life Insurance Company
711 High Street
Des Moines, IA 50392
ATTN: Joseph P. McLaughlin

# ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, made as of December 23, 1992, by CHFG - IA, A NEVADA LIMITED PARTNERSHIP and CHFG - SD, A NEVADA LIMITED PARTNERSHIP, both Nevada limited partnerships, both having a post office address at 2168 Century Hill, Los Angeles, California 90067, (referred to hereinafter collectively as Assignor ("Assignor" to be construed as "Assignors" if the context so requires)), to PRINCIPAL MUTUAL LIFE INSURANCE COMPANY, an Iowa corporation having its principal place of business and post office address at 711 High Street, Des Moines, Iowa 50392, as Assignee,

WITNESSETH THAT:

WHEREAS, Assignor, to evidence and secure a loan indebtedness, has made and delivered to Assignee a promissory note of even date herewith (the "Note") in the principal amount of $2,731,767.00 payable as provided for in the Note and finally maturing on January 1, 2013, with interest as therein expressed, and has executed and delivered a Mortgage - One Hundred Eighty Day Redemption and Security Agreement ("Mortgage") (it being agreed that "Mortgage" as hereinafter used shall be construed to mean "deed of trust" or "trust deed" or "deed to secure debt" if the context so requires) bearing the aforesaid date to secure the Note and creating a lien on Assignor's interest in certain real estate in the County of Fall River, State of South Dakota (the "South Dakota property") and in the County of Delaware, State of Iowa (the "Iowa property"), more particularly described in Exhibit A attached hereto and made a part hereof, including the improvements now or hereafter thereon and the easements, rights and appurtenances thereunto belonging, all of which are hereinafter called the "Mortgaged Premises"; and

For Assignment to PFG CTL LLC
See Book 2000 Page 3533
Date 12-4-00

WHEREAS, Assignors are the respective lessors under the following written leases of the Mortgaged Premises of even date herewith entered into with Nash Finch Company (herein called the "Lessee"), together with any corporation succeeding thereto by merger, consolidation or acquisition of Lessee's assets substantially as an entirety:

(a) that certain written lease of even date hereof entered into between CHFG - SD, a Nevada Limited Partnership and Lessee covering the South Dakota property, together with all supplements and amendments thereto and any memorandum or short form thereof for purpose of recording; and

FILE No. 251-2068
RECORDING FEE $ 40.00
TRANSFER FEE $

FILED FOR RECORD THE 7 DAY OF Jan, 1993 AT 4:48 O'CLOCK P. M. BOOK 31 PAGE 253

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
TLM

(b) that certain written lease of even date hereof entered into between CHFG - IA, a Nevada Limited Partnership and Lessee covering the Iowa property, together with all supplements and amendments thereto and any memorandum or short form thereof for purposes of recording.

WHEREAS, Assignee has required the assignment hereafter made as a condition to making the above loan;

NOW, THEREFORE, Assignor, for good and valuable considerations the receipt of which is hereby acknowledged, as additional security does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, all rights of the lessor under the above described leases and all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases," and all rents, income and other payments which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Mortgaged Premises. It is intended hereby to establish a present and complete transfer of all the Leases and all rights of the lessor thereunder and all the rents, and other payments arising thereunder on account of the use of the Mortgaged Premises unto Assignee, with the right, but without the obligation, to collect all of said rents, income and other payments which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee a copy of all leases of all or any portion of the Mortgaged Premises.

Assignor hereby appoints Assignee the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, receipt and give complete acquittances for any and all rents and other amounts herein assigned which may be or become due and payable by the lessees and other occupants of the Mortgaged Premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of any and all rents and other amounts herein assigned. Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents and other amounts assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to effect the cure of any default on the part of Assignor as lessor in any of the Leases. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, with full power to use and apply all of the rents and other amounts assigned hereunder to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises or of making same rentable, reasonable attorney fees and costs incurred in connection with the interpretation and/or enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in

such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss or damage which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises or for any negligence in the management, upkeep, repair or control thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Assignor hereby represents and warrants to Assignee that it is the sole owner of the entire lessor's interest in each of the Leases; that the Leases are not in default and are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as herein expressly mentioned; that Assignor has not heretofore transferred or assigned the Leases or any of the rents thereunder or any right or interest therein, nor has it collected in advance or anticipated any of the rents thereunder; and Assignor represents and warrants that it is not indebted to the lessees under the Leases in any manner whatsoever so as to give rise to any right of set-off against, or reduction of, the rents payable under the Leases.

Assignor covenants not to alter, modify, amend or change the terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or waive any obligation required to be performed by any lessee or execute, cancel or terminate any of the Leases or accept a surrender thereof without prior written consent of Assignee, and Assignor will not make any further transfer or assignment thereof, or convey or transfer or suffer a conveyance or transfer of the Mortgaged Premises or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of, any lessee thereunder. Assignor further covenants to deliver to Assignee, promptly upon receipt thereof, copies of any and all demands, claims and notices of default received by it from any lessee under any of the Leases assigned herein.

This Assignment shall remain in full force and effect, and Assignee shall be entitled to all of the benefits hereof, until both of the following conditions have been met: (a) until full payment of the principal, interest and other indebtedness secured hereby; and (b) in the event of a foreclosure of the Mortgage on the South Dakota property, until the expiration of the redemption period applicable to such foreclosure, regardless of whether or not a deficiency judgment has been entered pursuant to South

Dakota Codified Laws § 21-49-27 and regardless of whether or not the indebtedness secured by the Mortgage has been satisfied by such foreclosure pursuant to South Dakota Codified Laws § 21-49-28. Thereafter, upon the complete fulfillment of both of the foregoing conditions, Assignor will release this Assignment; otherwise, it shall remain in full force and effect as herein provided and, with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of the Note, and shall be binding upon Assignors, their respective heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Concurrently with the execution of any lease covering the Mortgaged Premises, Assignor will notify the lessee, by U. S. Certified Mail, of the existence of this Assignment and will deliver an executed copy of this Assignment to such lessee, directing such lessee to make all payments under its lease to Assignee or its nominee in accordance with the terms of this Assignment.

It is understood and agreed that this Assignment shall become effective concurrently with the Note and the Mortgage. For the purposes of the Iowa property, this Assignment shall be governed by and construed in accordance with the laws of the State of Iowa. For the purposes of the South Dakota property, this Assignment shall be governed by and construed in accordance with the laws of the State of South Dakota.

This assignment is being executed in duplicate for recording separately in Fall River County, South Dakota and Delaware County, Iowa, and both duplicate executed copies shall together constitute but one instrument.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the date first hereinabove written.

CHFG - IA, A NEVADA LIMITED PARTNERSHIP

By: CENTURY HILL FINANCIAL GROUP, a Nevada corporation, its General Partner

[SEAL]

By _____
GREGG FIELDS, President

CHFG - SD, A NEVADA LIMITED PARTNERSHIP

By: CENTURY HILL FINANCIAL GROUP, a Nevada corporation, its General Partner

[SEAL]

By _____
GREGG FIELDS, President

STATE OF CALIFORNIA )
:SS
COUNTY OF LOS ANGELES )

On this, the 29 day of December, 1992, before me LAILEE FOROUTAN, the undersigned officer, personally appeared GREGG FIELDS who acknowledged himself to be the PRESIDENT of Century Hill Financial Group, a CALIFORNIA corporation, and acknowledged that Century Hill Financial Group is the general partner of CHFG - SD, a Nevada Limited Partnership and that he, as such ~~CEO~~ PRESIDENT of the corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as PRESIDENT of the corporation, and that the corporation is executing the same as the general partner of CHFG - SD, a Nevada Limited Partnership and on behalf of that limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
LAILEE FOROUTAN
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
March 31, 1995

(SEAL)

Lailee Foroutan
(Signature)
(type or print name) LAILEE FOROUTAN

Notary Public - State of CALIFORNIA
My Commission Expires: 3-31-95

STATE OF CALIFORNIA )
:SS
COUNTY OF LOS ANGELES )

On this, the 29 day of DECEMBER, 1992, before me, a Notary Public in and for said State, personally appeared GREGG FIELDS, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of CENTURY HILL FINANCIAL GROUP general partner of CHFG - IA, a Nevada Limited Partnership executing the foregoing; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation as general partner of CHFG - IA, a Nevada Limited Partnership by authority of the corporation's Board of Directors; and that they as such officers acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by them voluntarily executed.

OFFICIAL SEAL
LAILEE FOROUTAN
Notary Public-California
LOS ANGELES COUNTY
My Commission Expires
March 31, 1995

(SEAL)

Lailee Foroutan
LAILEE FOROUTAN, Notary Public in and for said State.

dirgf02.mem

# LEGAL DESCRIPTION

## PARCEL #1

Lots 1, 2 and 3, together with the north half of the East/West vacated alley adjacent to Lot 3; and Lots 8, 9, 10, 11 and 12, together with the vacated East/West alley between Lots 9 and 10, and the vacated North/South alley between Lots 1, 2 3 and 10, 11 and 12; and the East Half of the North/South vacated alley adjacent to Lots 8 and 9 all in Block 2, Petty Addition to the Town, now city, of Hot Springs, Fall River County, South Dakota.

## PARCEL #2

Together with SHORT FORM EASEMENT AGREEMENT AND RIGHT OF FIRST OFFER, dated 10-30-89 by AMACO OIL COMPANY and Nov. 6, 1989 by NASH-FINCH COMPANY, filed Feb. 8, 1990 at 2:40 P.M., recorded in Book 124 Misc. pages 166-167, between AMACO OIL COMPANY and NASH-FINCH COMPANY, covering the following described property:

Lots 4, 5, and 6, Block 2, Petty Addition to the Town, now city, of Hot Springs, Fall River County, South Dakota LESS Lot H-1 of Lots 5 and 6 of said Block 2, Petty Addition, according to the plat thereof recorded in Book 8 of Plats, page 23, office of the Register of Deeds, Fall River County, South Dakota, together with the South half of the vacated East/West alley adjacent to said Lot 4 and the West half of the vacated North/South alley adjacent to Lots 4 and 5, all in Block 2, Petty Addition to the Town, now city, of Hot Springs, Fall River County, South Dakota.

Parcel I:
Lot Two (2) except the North 177.34 feet of the West Commercial Subdivision of part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eight-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa except that portion thereof described in a deed conveying to the Iowa State Highway Commission dated August 20, 1969 and recorded in Deed Book 88, Page 359 in the Office of the Delaware County Recorder said subdivision as recorded on January 18, 1991 in Book 6 of Plats, Page 113, in the Office of the Delaware County Recorder (formerly Parcel A of part of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa as recorded on January 10, 1991 in Book 6 of Plats, Page 110 in the Office of the Delaware County Recorder); more particularly described by mates and bounds as follows:

Commencing at the North Quarter (N 1/4) corner of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian; thence along the Northerly line of the Northeast Quarter (NE 1/4) of said Section Thirty-one (31) North 89°-59'-00" East 690.66 feet; thence South 00°-10'20" West along the Westerly line of Lot Two (2) of the West Commercial Subdivision as recorded in Book 6 of Plats, Page 113, in the office of the Delaware County Recorder, 257.59 feet to the Southerly line of a 30 foot ingress and egress easement, the point of beginning; thence along the Southerly line of said 30 foot easement North 89°-57'-35" East to the Westerly line of Lot Three (3) of said West Commercial Subdivision 199.90 feet; thence along the Westerly line of said Lot Three (3) South 00°-10'-55" West 22.66 feet; thence North 89°-55'30" East 150.00 feet; thence alongthe Westerly line of said Lot Three (3) South 00°-09'-55" West 512.26 feet to the Northerly line of West Marion Street and the Southwesterly corner of said Lot Three (3); thence along the Northerly line of West Marion Street North 89°-49'-55" West to the Southwesterly corner of said Lot Two (2) and the intersection of the Northerly line of West Marion Street and the Easterly line of South Twelfth Street 349.95 feet; thence along the Easterly line of South Twelfth Street North 00°-10'20" East 533.56 feet to the point of beginning; Lot Two (2) except the North 177.34 feet. The Northerly line of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian is assumed to bear North 89°-59'00" East.

Parcel II:
Non-exclusive easement for the benefit of Parcel 1, as created by access easement from Wal-Mart Stores, Inc., a Delaware corporation, to Nash-Finch Company dated November 30, 1990 and filed December 7, 1990 in Book 2, Page 113 for passageway over:

A tract of land in the Northwest 1/4 of the Northeast 1/4 of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, city of Manchester, Delaware County, Iowa, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 31; thence North 89°59'00" East 690.69 feet along the Northerly line of the Northeast 1/4 of said Section 31; thence South 00°10'45" West 81.25 feet to a point on the Southerly right of way of Iowa Highway No. 13, said point being the true point of beginning; thence South 00°10'45" West 440.00 feet; thence North 89°49'15" West 55.00 feet; thence North 00°10'45" East 436.77 feet to point on the Southerly right of way of said Highway 13; thence along said right of way North 85°26'30" East 38.17 feet; thence continuing along said right of way North 89°57'27 East16.96 feet to the true point of beginning.

EXHIBIT A CONTINUED

Parcel III:

Non-exclusive easement for the benefit of Parcel 1, as created by the Access and Sign Easement Agreement between Nash-Finch Company, as Grantor and CHFC - IA, as Grantee, Dated 12/23/92, recorded 1/7/93, in Book 3, Page 200, for passageway over:

A strip of land along the Southerly line of the North 177.34 feet of Lot Two (2) of the West Commercial Subdivision in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-one (31), Township Eighty-nine North (T89N), Range Five West (R5W) of the Fifth Principal Meridian, City of Manchester, Delaware County, Iowa, more particularly described as follows:

COMMENCING at the North Quarter (N 1/4) Corner of said Section Thirty-one (31); thence North 89°-59'-00" East along the Northerly line of the Northeast Quarter (NE 1/4) of said Section Thirty-one (31) 690.66 feet; thence along the Easterly line of South Twelfth Street and extension thereof of the West Commercial Subdivision as recorded in Book 6 of Plats, Page 113 in the Office of the Delaware County Recorder South 00°-10'-20" West 257.59 feet to the POINT OF BEGINNING; thence along the Northerly line of Lot Two (2) except the North 177.34 feet of the West Commercial Subdivision as recorded in Book 6 of Plats, Page 113 in the Office of the Delaware County Recorder North 89°-57'-35" East to the Easterly line of said Lot Two (2) 199.90 feet; thence along the Easterly line of said Lot Two (2) North 00°-10'-55" East 30.00 feet; thence South 89°-57'-35" West to the Westerly line of said Lot Two (2) and the Easterly line of said Twelfth Street 199.90 feet; thence South 00°-10'-20" West along the Westerly line of said Lot Two (2) 30.00 feet to the POINT OF BEGINNING.