

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into this 10th day of MARCH, 2014 ("Effective Date"), by and between LaCrosse Industrial Park Corporation, a Wisconsin non-stock, non-profit corporation (the "Seller"), and Reinhart Foodservice, L.L.C., a Delaware limited liability company (the "Purchaser").

WITNESSETH:

WHEREAS, the Seller desires to sell, and the Purchaser desires to purchase, the Property at the price and on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the recitals and mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Property. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to buy from the Seller, at the price and upon the other terms and conditions hereafter set forth, that certain real property identified as Parcel "C" on Exhibit A, LaCrosse, WI, together with the following:

(a) the tract of land more particularly described on Exhibit A attached hereto and made a part hereof, together with all of the estate, right, title and interest of the Seller in and to any land lying in the beds of any streets, roads or avenues, open or proposed, public or private, and all easements, rights, licenses, privileges, rights-of-way, strips and gores, mineral rights, air development rights, rights of ingress and egress, hereditaments and such other real property rights and interests appurtenant to the foregoing, and all right, title and interest of the Seller in and to any unpaid award for the taking by eminent domain of any part of such land or for damage to such land by reason of a change of grade of any street (collectively, the "Real Property"); and

ARTICLE II PURCHASE PRICE

2.1 Purchase Price. The purchase price ("Purchase Price") for the Property shall be One Hundred Seventy-Four Thousand and No/100 Dollars (\$174,000.00).

2.2 Earnest Money Deposit. Within two (2) days of the Effective Date, Purchaser will deposit with The Title Company of LaCrosse, Wisconsin ("Title Company") the sum of Twenty Thousand and No/100 Dollars (\$20,000.00) as the earnest money and as a deposit towards payment of the Purchase Price ("Earnest Money Deposit") as referenced below. Any interest that accrues on the Earnest Money Deposit shall be considered part of the Earnest Money Deposit. The Earnest Money Deposit shall be invested in a sound financial institution's money market fund or account that pays interest or dividends, in Title Company's name in its Trust Account separate from its personal and business accounts. The Earnest Money Deposit shall be

held in a strict joint-order escrow pursuant to the standard form of escrow agreement utilized by the Title Company, and shall not be disbursed to either party except upon the written joint direction of Purchaser and Seller, or their respective attorneys, or pursuant to an order by a court of law having jurisdiction over the matter. Seller shall have the option of terminating this Agreement, and treating same as an Event of Default, if the Earnest Money Deposit is not timely delivered to the Title Company. If Purchaser terminates this Agreement in accordance with Section 3.1 (Permitted Exceptions), Section 4.1 (Inspection Period), Article 14 (Destruction of Improvements; Condemnation), or Section 11.2 (Seller's Default) of this Agreement, so much of the Earnest Money Deposit actually deposited shall be promptly returned to Purchaser. If Seller terminates this Agreement in accordance with Section 11.1 (Purchaser's Default) of this Agreement, the entire Earnest Money Deposit shall be immediately paid to Seller. If the transaction contemplated herein fails to be consummated because of Seller's default, Seller will pay all customary escrow cancellation charges. If the transaction contemplated herein fails to be consummated for any other reason, Purchaser will pay all customary escrow cancellation charges. The share of escrow fees (and, if applicable, investment fees of the party to whom the Earnest Money Deposit is returned) shall be deducted from the returned amount, and the other party shall remain obligated for its share, which obligation shall survive any termination of this Agreement.

2.3 Payment of Purchase Price. The balance of the Purchase Price, plus or minus prorations and adjustments as provided for herein, shall be paid by the Purchaser at Closing (as defined in Section 7.1 below) by wire transfer of immediately collectible funds to the Title Company (as defined in Section 3.1 below) in escrow for disbursement pursuant to the terms hereof.

ARTICLE III **TITLE INSURANCE; SURVEY**

3.1 Title Commitment and Survey. Seller will apply for a commitment for title insurance (the "Commitment") prepared by Title Company and will deliver the Commitment together with legible copies of all documents referred to therein (the "Exception Documents") within fifteen (15) days of the Effective Date. Purchaser will order an ALTA/ACSM Land Title Survey (the "Survey") of the Property prepared by a registered land surveyor licensed in the State of Wisconsin, dated not earlier than the date hereof, made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 2011 and containing items 1, 2, 3, 4, 6(a), 6(b), 8, 11(a), 13, 14, 16, 17, 18, 19, 20(a) and 21 of Table A thereof (the Commitment, the Exception Documents and the Survey are sometimes hereinafter collectively referred to as the "Title Documents"). If the Purchaser shall disapprove of any matter (each a "Defect") disclosed by the Title Documents, such disapproval shall be set forth in a written notice given to the Seller not later than thirty (30) days of receipt of the Commitment. The Seller shall have ten (10) days after receipt of such written notice to cure such Defects, either by the removal of such Defects or, if applicable, by the procurement of title insurance endorsements providing coverage against loss or damage as a result of such Defects, in the form generally in use by the Title Company and approved by the Purchaser in its sole and absolute discretion. If the Seller elects not to cure or cannot cure such Defects within said 10-day period, the Purchaser may, at its sole election, terminate this

Agreement upon written notice to the Seller within five (5) days after the expiration of such 5-day period. In the event the Purchaser timely delivers such written notice, this Agreement shall be terminated and cancelled in all respects and neither the Purchaser nor the Seller shall have any further rights or obligations hereunder except for any obligations contained in this Agreement which expressly survive such termination. If the Purchaser fails to timely deliver such notice of termination, the Purchaser shall be deemed to have agreed to accept the Title Documents subject to any such Defects that Seller has elected not to cure or failed to cure and all such Defects shall be Permitted Exceptions (as defined in Section 3.3 below); provided, however, that notwithstanding the foregoing, the Seller shall satisfy and remove of record at or prior to Closing all liens or encumbrances of a definite or ascertainable amount.

3.2 Title Policy. As a condition precedent to Purchaser's obligation to close, the Title Company shall deliver to the Purchaser at Closing, an ALTA 2006 Standard Form B Owner's Title Insurance Policy (the "Title Policy") issued by the Title Company, dated the day of Closing, in the full amount of the Purchase Price, showing fee simple title to the Property in the name of the Purchaser subject only to the standard exclusions from coverage contained in such policy and the Permitted Exceptions, with extended coverage over the general exceptions and including the following endorsements: Zoning 3.0, Access, Survey, Tax Parcel, Utility Facility, Contiguity, Owner's Comprehensive and Subdivision.

3.3 State of Title. At Closing, Seller shall convey to Purchaser the entire fee simple estate in and to the Property, subject only to: (a) those covenants, conditions and restrictions of record which are reviewed and approved by Purchaser pursuant to Section 3.1 above; and (b) the lien of general real estate taxes not yet due and payable (the above enumerated exceptions collectively referred to as the "Permitted Exceptions").

ARTICLE IV INVESTIGATION OF PROPERTY

4.1 Investigation of Property. Commencing upon the date hereof (such date being the "Commencement Date"), and continuing through 5:00 pm Eastern Time on the date that is forty-five (45) days after the later of (a) the Effective Date or (b) the date upon which Seller delivers to Purchaser the Property Documents (as defined in Section 4.2 below) (hereinafter called the "Investigation Period"), the Purchaser, including all agents, representatives and other persons designated by the Purchaser, shall have the absolute right, upon reasonable prior notice and, if the Seller requests, accompanied by a representative of the Seller, to enter on any portion of the Property for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, or any other testing the Purchaser determines to be necessary or appropriate and to review and copy the Property Documents listed on **Exhibit B**. The Purchaser, including all agents, representatives and other persons designated by the Purchaser, shall also have the absolute right, upon twenty-four (24) hours' telephone notice to the Seller, to inspect the Property, including any portion thereof, as well as all books, records and files of the Seller pertaining to the Property, provided such inspection is conducted during normal business hours. The Seller agrees to provide the Purchaser with its full cooperation in regard to the Purchaser's efforts to obtain all appropriate or relevant information concerning the Property. The Purchaser shall have the right at any time through the

Closing to examine all financial records of the Property, at the Purchaser's expense. All rights provided to the Purchaser in this Section 4.1 shall continue unabated through the Closing Date.

4.2 Property Documents. The Seller shall, within five (5) days after the date hereof, provide the Purchaser access to the items set forth on Exhibit B attached hereto (the "Property Documents"). If the Seller furnishes a copy, rather than the original, of any Property Document, the Seller agrees that (i) if an original Property Document is required in connection with any governmental or quasi-governmental process or application, then the Seller will not unreasonably withhold delivery to the Purchaser of any original Property Document for such use, and (ii) the Purchaser shall have the right to inspect any original Property Document to verify its authenticity. The Seller shall assign to the Purchaser all of its right, title and interest in and to the Property Documents and deliver all of the original Property Documents (to the extent not previously delivered) to the Purchaser at Closing.

4.3 Right to Terminate. If the Purchaser is not satisfied with any aspect of its due diligence investigations of the Property, the Purchaser may, in the Purchaser's sole judgment, terminate this Agreement by delivering written notice thereof to the Seller not later than the last day of the Investigation Period. In the event the Purchaser timely delivers such written notice, this Agreement shall be terminated and cancelled in all respects and neither the Purchaser nor the Seller shall have any further rights or obligations hereunder except for any obligations contained in this Agreement which expressly survive such termination. If the Purchaser fails to timely deliver such written notice, then the Purchaser's right to terminate this Agreement pursuant to this Section 4.3 shall be waived.

4.4 Indemnification. The Purchaser, at the Purchaser's sole expense, shall repair any and all damage to the Property or any part thereof resulting from any of the tests, studies, inspections and investigations performed by or on behalf of the Purchaser pursuant to this Article IV and the Purchaser shall indemnify, defend and hold the Seller and its officers, directors, shareholders, employees and agents harmless from and against all loss, cost, damage and liability which may be asserted or recovered against any of the foregoing indemnitees arising by reason of the tests, studies, inspections and investigations performed hereunder, which obligation of indemnification shall survive the Closing or any expiration or termination of this Agreement, however caused; provided, however, the indemnity which is the subject of this Section 4.4 shall not cover liability arising from pre-existing physical conditions of the Property or conditions that violate applicable laws, ordinances or regulations unless such violations were created by the Purchaser or its agents, employees or representatives.

ARTICLE V **COVENANTS**

5.1 Seller's Pre-Closing Covenants. Between the date of this Agreement and the Closing:

(a) The Seller will (i) operate and maintain the Property in accordance with the Seller's normal maintenance and management practices utilized in the ordinary course of the Seller's business, and (ii) not make any alterations or changes to the Property.

(b) The Seller will not sell, transfer, convey or encumber, or cause or permit to be sold, transferred, conveyed or encumbered, the Property, or any part thereof or interest therein, or consent to or acquiesce in any alteration or amendment to the zoning classification of the Property, or otherwise perform or permit any act or deed which shall diminish, encumber or affect the Seller's rights in and to the Property or prevent it from performing fully its obligations hereunder, or engage in negotiations with, or otherwise solicit, any third party relating to the acquisition by such third party of the Property or any part thereof or interest therein.

(c) The Seller will not enter into any new leases or other occupancy agreements for all or any portion of the Property.

(d) The Seller will maintain public liability insurance with respect to damage or injury to persons or property occurring on the Property in such amounts as is maintained by the Seller on the date of this Agreement.

(e) The Seller will not enter into any contract or agreement relating to the use, maintenance or operation of the Property (each, a "Service Contract") or renew any existing Service Contract.

(f) The Seller will pay, in the normal course of business, and in any event, prior to Closing, all sums due and incurred in the ownership and operation of the Property up to the Closing Date.

(g) The Seller will promptly notify the Purchaser in writing of any litigation or governmental proceeding to which the Seller is or becomes a party affecting the Property or any part thereof.

5.2 Seller's Post-Closing Covenants. Seller shall, no later than the date that is eighteen (18) months after the Closing Date ("Holdback Deadline"), cause the sewer line that currently traverses the Property ("Sewer Line") in the location set forth on Exhibit E to be physically relocated to the location set forth on Exhibit E ("Sewer Line Relocation"). Seller shall not be permitted to relocate the Sewer Line to any location on the Property other than as set forth on Exhibit E without first getting Purchaser's written approval, which may be granted or withheld in Purchaser's sole discretion. As security for Seller's performance of the foregoing covenant, the Title Company shall withhold and not pay to Seller at Closing a portion of the Purchase Price in an amount equal to \$15,000 ("Sewer Relocation Holdback"). In the event that Seller moves the Sewer Line as agreed herein and provides Purchaser lien waivers for all work performed in connection with the Sewer Line Relocation on or prior to the Holdback Deadline, the Purchaser shall promptly notify Title Company to promptly release the Sewer Relocation Holdback to Seller. In the event that Seller does not cause the Sewer Line Relocation to occur on or prior to the Holdback Deadline, Purchaser shall be entitled to retain the Sewer Relocation Holdback. Additionally, if Seller has not caused the Sewer Line Relocation to occur on or prior to the Holdback Deadline, Purchaser may, in addition to retaining the Sewer Relocation Holdback, require Seller to specifically perform the Sewer Line Relocation and shall be entitled to all remedies at law and in equity with respect to such Seller's obligation. The rights and obligations under this Section 5.2 shall survive Closing, but not any termination of this Contract.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Seller's Representations and Warranties. The Seller represents and warrants to the Purchaser that:

(a) The Seller is a non-stock, non-profit corporation duly organized and validly existing under the laws of the State of Wisconsin. The Seller has the power and authority to enter into this Agreement and to sell and convey the Property to the Purchaser as provided herein and to carry out its obligations hereunder.

(b) This Agreement has been duly executed and delivered on behalf of the Seller and is a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

(c) The Seller will make available to the Purchaser copies of all Seller's files, records and documents relating to the ownership and operation of the Property including, without limitation, the Property Documents, which are true, correct and complete in all material respects.

(d) There are no actions, suits, proceedings or investigations, either at law or in equity, or before any commission or other administrative authority in any United States or foreign jurisdiction, of any kind now pending or, to the best of the Seller's knowledge, threatened or proposed in any manner against the Seller or regarding the Property nor has there been any such action, suit, proceeding or investigation pending against the Seller or the Property during the five year period prior to the Closing Date.

(e) True and correct copies of the most recent real estate tax bills including the Property will be delivered to the Purchaser. The Property comprises part of a tax parcel which includes property other than property comprising all or a portion of the Property. No application or proceeding is pending with respect to a reduction or an increase of such taxes. There are no tax refund proceedings relating to the Property which are currently pending. The Seller has not received written notice of any special tax or assessment to be levied against the Property.

(f) The Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended.

(g) Neither the whole nor any part of the Property is subject to any pending suit for condemnation or other taking by any public authority, and, to the best knowledge of Seller, no such condemnation or other taking is threatened or contemplated.

(h) To the best of the Seller's knowledge, all uses and conditions of the Property, have complied in all material respects and are presently complying in all material respects with all Environmental Laws and no liability has arisen under any Environmental Laws. To the Best of the Seller's Knowledge, the Property was, and continues to be, in compliance with all Environmental Laws during the Seller's period of ownership.

(i) The Seller is not subject to any pending or, to the best of the Seller's knowledge, threatened Environmental Claim, and there are no conditions or occurrences at the Property which known by Seller could form the basis for an Environmental Claim against the Seller.

(j) The Seller will provide access to the Purchaser any and all of Seller's documents, correspondence, pleadings, reports (including, without limitation, environmental site assessment reports), assessments, and analytical results, or other records concerning Environmental Laws, Hazardous Substances or other environmental subjects related to the Property.

(k) Whenever used in this Agreement, the following terms shall have the meanings set forth below:

(i) "Environmental Claim" shall mean any investigation, claim, notice of violation, information request, allegation, demand, summons, suit, action, injunction, proceeding, penalty, fine, restriction, lien, encumbrance, judgment, decree, order or agreement from, by or with any governmental authority or private party concerning any Environmental Laws or any Release of any Hazardous Substance into the environment, whether on the Property or otherwise.

(ii) "Environmental Laws" shall mean any applicable federal, state, municipal or local statute, law, regulation, rule, order, by-law, standard, judgment, order, consent decree, Environmental Permit, and any policies, guidelines or other directives of any governmental or regulatory body or agency or other legal requirement or common law, at any time in force or effect, pertaining to (A) the protection of health, safety, and environment, (B) the conservation, management, or use of natural resources and wildlife, (C) the management, use, generation, transportation, shipment, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, Hazardous Substances or (D) pollution.

(iii) "Hazardous Substance" shall mean any substance, chemical, compound, product, solid, gas, liquid, odor, heat, sound, vibration, radiation, waste, byproduct, pollutant, contaminant, or material which is (A) regulated, defined or designated as a hazardous substance, hazardous waste, extremely or imminently hazardous, carcinogenic, toxic, deleterious, caustic, a pollutant, a contaminant, or a source of contamination pursuant to Environmental Laws, (B) subject to investigation, monitoring, reporting or remediation by any government authority (local, state, municipal, territorial or federal), (C) asbestos, polychlorinated biphenyls and petroleum and petroleum products (including crude oil or any fraction thereof) or (D) natural gas, synthetic gas and any mixtures thereof.

(iv) "Release" shall mean any spilling, leaking, depositing, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance).

(l) There are no Service Contracts that will affect the Property from and after Closing.

(m) There are no leases affecting the Property or any part thereof.

(n) The Seller has not granted any rights, options or rights of first refusal of any kind to any party which are currently in effect, to purchase, lease or to otherwise acquire the Property or any part thereof or interest therein.

(o) There exists no violation or claim of violation of any law (including common law), statute, code, ordinance, rule, regulation, order or other requirements enacted, promulgated or issued by any applicable governmental authority (collectively, "Laws"), restrictive covenants, deed restrictions, right of way, licenses or easements affecting title to or relating to the use of the Property or applicable to the Property, which has not been remedied, nor has the Seller received any written notice of any fence dispute, boundary dispute, boundary line question, water dispute or drainage dispute concerning or affecting any portion of the Real Property.

(p) There is no pending or, to the Seller's knowledge, contemplated rezoning of the Real Property.

6.2 Purchaser's Representations and Warranties. The Purchaser represents and warrants to the Seller that:

(a) The Purchaser is a limited liability company, duly organized and validly existing under the law of the State of Delaware. The Purchaser has the full right, power and authority to enter into this Agreement and to purchase the Property from the Seller as provided herein and to carry out its obligations hereunder.

(b) This Agreement has been duly executed and delivered on behalf of such Purchaser and is a legal, valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles relating to or affecting the enforcement of creditors' rights.

6.3 Survival of Representations and Warranties. All representations and warranties made by the Seller or the Purchaser in this Agreement or pursuant hereto shall survive the Closing.

ARTICLE VII CLOSING

7.1 Closing. Provided this Agreement shall not have been terminated pursuant to the terms hereof, the Purchaser and the Seller shall cause the closing hereunder, at the Title Company by means of a so-called "New York-style" escrow (the "Closing") to occur on the date that is fifteen (15) days after the expiration of the Investigation Period, but in no event later than June 16, 2014 (the "Closing Date").

7.2 Escrow. This Agreement shall serve as escrow instructions to the Title Company and an executed copy of this Agreement shall be deposited with the Title Company. The Seller and the Purchaser hereby agree to hold the Title Company harmless for any loss of any deposited funds due to the failure of the financial institution in which such funds are deposited, and the Title Company shall not be liable in any way to the Seller or the Purchaser for any action taken in good faith pursuant to the terms hereof; provided, however, that nothing herein shall release the Title Company for its fraud, willful misconduct or gross negligence. Provided that the Title Company in good faith executes the terms hereof, it shall be indemnified by the non-prevailing party from and against its costs, expenses and liabilities (including reasonable attorney's fees) in connection with any proceeding in which the Title Company may become a party or otherwise involved by reason of the Title Company administering the Purchase Price deposited into escrow in accordance with the terms hereof.

ARTICLE VIII CONDITIONS TO CLOSING

8.1 Purchaser's Conditions to Closing. The Purchaser shall not be obligated to proceed with the Closing unless and until each of the following conditions has been either fulfilled or waived in writing by the Purchaser:

- (i) There shall have been no uncured breach of any representation or warranty given by the Seller herein;
- (ii) The Seller shall have performed all covenants and other obligations to be performed by it under this Agreement;
- (iii) The Purchaser shall have received the pro forma Title Policy (or signed, marked commitment) from the Title Company; and
- (iv) Seller shall have received approval by the La Crosse City Council and Xcel Energy for the sale of the Property no later than April 10, 2014.
- (v) Prior to Closing, the Purchaser shall be satisfied in its sole and absolute discretion with the results of its due diligence investigation of the Property.

8.2 Seller's Conditions to Closing. The Seller shall not be obligated to proceed with the Closing unless and until each of the following conditions has been fulfilled or waived in writing by the Seller:

- (i) There shall have been no uncured breach of any representation or warranty given by the Purchaser herein; and
- (ii) The Purchaser shall have performed all covenants and other obligations to be performed by it under this Agreement.
- (iii) Seller shall have received approval by the La Crosse City Council and Xcel Energy for the sale of the Property no later than April 10, 2014.

ARTICLE IX
CLOSING DELIVERIES

9.1 Seller's Closing Deliveries. At or prior to the Closing (unless otherwise provided), the Seller shall provide (except as otherwise provided) each of the following instruments and documents (collectively "Seller's Closing Deliveries"):

- (a) a duly executed Special Warranty Deed (the "Deed") substantially in the form of Exhibit C attached hereto;
- (b) a duly executed termination of the lease between Seller and Purchaser;
- (c) originals (or copies thereof in the event originals are not available) of all assignable licenses, permits, warranties and guarantees relating to the use, occupancy or operation of the Property (which shall be delivered to the Purchaser at the Property);
- (d) any required real estate transfer tax declarations or any other similar documentation required to evidence the payment of any tax imposed by the state, county and/or city on the transactions contemplated hereby;
- (e) an affidavit stating the Seller's U.S. taxpayer identification number and that the Seller is a "United States person", as defined by Internal Revenue Code Section 1445(f)(3) and Section 7701(b), substantially in the form attached hereto as Exhibit D;
- (f) Seller's counterpart signature to a settlement statement prepared by the Title Company;
- (g) deliver to the Title Company instruments, documents and certificates as are customarily required by the Title Company to be executed by the Seller as a condition to the issuance of the Title Policy, including, without limitation, an owner's affidavit and gap undertaking;
- (h) a pro forma the Title Policy (or a signed, marked commitment); and
- (i) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

9.2 Purchaser's Closing Deliveries. At the Closing, the Purchaser shall provide each of the following instruments and documents ("Purchaser's Closing Deliveries"):

- (a) Purchaser's counterpart signature to a settlement statement prepared by the Title Company and the termination of lease between Seller and Purchaser;
- (b) the Purchase Price, plus or minus prorations and adjustments as provided for herein, shall be deposited into escrow; and

(c) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.

ARTICLE X **PRORATIONS AND ADJUSTMENTS**

10.1 Prorations and Adjustments. The following shall be prorated and adjusted between the Seller and the Purchaser as of midnight of the day preceding the Closing, except as otherwise specified, which prorations shall be final:

(a) All accrued but unpaid general real estate and personal property taxes will be prorated on the basis of the actual taxes for the Property for the fiscal year in which the Closing occurs, and if the actual taxes are not known as of the Closing Date, then on the basis of 110% of the most recently ascertainable taxes for the Property, in which event such taxes shall be reprorated by the parties within thirty (30) days after issuance of the final tax bill for the year of Closing;

(b) The Seller shall pay all special assessments for improvements completed prior to Closing and the Purchaser shall pay all special assessments for improvements completed from and after Closing unless any such special assessments are paid in installments, in which event the Seller shall pay all such installments due prior to Closing and the Purchaser shall pay all such installments due from and after Closing;

(c) Utilities, if any, including, without limitation, water, electricity, gas, telephone, fuel and other utility charges, shall not be prorated. The Seller shall cause meters to be read as of the day prior to Closing and service to be turned over to the Purchaser in the Purchaser's name as of the Closing Date; and

(d) All other items customarily prorated or required by any other provision of this Agreement to be prorated or adjusted.

ARTICLE XI **DEFAULT**

11.1 Purchaser's Default. If the Closing does not occur as a result of the Purchaser's default hereunder, then provided the Seller is not in default hereunder, the Seller's sole and exclusive remedy shall be to terminate this Agreement by giving written notice thereof to the Purchaser, and neither party shall have any further liability or obligation to the other, except for the obligations of indemnification which expressly survive such termination. In no event shall the Seller be entitled to recover monetary damages hereunder from the Purchaser except for any and all matters encompassed within the provisions of Section 6.5 above.

11.2 Seller's Default. If the Seller shall default under this Agreement, or if the Seller refuses or fails to convey the Property at Closing as herein provided, then the Purchaser's remedy therefor shall be either (a) to terminate this Agreement, and neither party shall have any further liability or obligation to the other, except for any obligations and liabilities which survive any such termination pursuant to the express terms and conditions of this Agreement, or (b) to

commence an action for specific performance to enforce the Seller's obligations under this Agreement.

ARTICLE XII EXPENSES

12.1 Seller's Share of Expenses. At or prior to Closing, the Seller shall pay (i) all premiums and charges of the related to the Title Commitment and the Title Policy (excluding any amounts payable by Purchaser as set forth in 12.2 below), (ii) all fees for releasing liens and encumbrances, (iii) all state, county and local transfer and documentary stamps or taxes, (iv) all fees due its attorneys, and (v) any commission due Broker (as defined in Section 13.1 below).

12.2 Purchaser's Share of Expenses. At or prior to Closing, the Purchaser shall pay (i) the cost of any endorsements to the Title Policy and the Survey, (ii) all recording fees for recording the Deed, (iv) the cost for all premiums and charges for any lender's loan policy (including endorsements), (v) any escrow or closing charges, (vi) all fees due its attorneys and all costs of Purchaser's due diligence, including fees due its consultants, and (vii) all lenders' fees related to any financing to be obtained by Purchaser.

12.3 Other Expenses. Other costs, charges, and expenses shall be borne and paid as provided in this Agreement, or in the absence of such provision, in accordance with custom.

ARTICLE XIII BROKERS

13.1 Brokers. The Seller represents and warrants to the Purchaser that, no broker or finder has been engaged by it in connection with the transaction contemplated by this Agreement. The Purchaser represents and warrants to the Seller that the Purchaser has no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement. Seller agrees to indemnify and hold harmless Purchaser, and Purchaser agrees to indemnify and hold harmless Seller, against and from all claims, demands, causes of action, judgments, and liabilities which may be asserted or recovered for fees, commissions, or other compensation claimed to be due to any party with whom the indemnifying party may have dealt in connection with this transaction, including costs and reasonable attorneys' fees incident thereto. The parties hereto agree that the foregoing obligations of indemnification shall survive the Closing hereunder or the expiration or termination of this Agreement, however caused.

ARTICLE XIV CONDEMNATION

14.1 Notice of Condemnation. If, prior to Closing, any condemnation or taking procedure is threatened or commenced, the Seller shall promptly notify the Purchaser in writing of such condemnation.

14.2 Major Loss. If condemnation proceedings against a material portion of the Property have been commenced or are threatened, the Purchaser shall elect by written notice to

the Seller within fifteen (15) days after receipt of the Seller's notice (with the Closing to be extended accordingly), either:

(a) To terminate this Agreement, and, except for the indemnity provisions hereunder which expressly survive any such termination, neither the Purchaser nor the Seller shall have any further obligation or liability under this Agreement; or

(b) To close the transaction contemplated hereby without a reduction in Purchase Price, and the Seller shall assign to the Purchaser all of the Seller's rights in and to any condemnation award, to be paid to the Seller in connection with such condemnation.

If the Purchaser does not make such election within such 15-day period, the Purchaser shall be deemed to have elected to close the transaction contemplated hereby in accordance with Section 14.2(b). If condemnation proceedings against a non-material portion of the Property have been commenced or threatened, the Purchaser shall close the transaction contemplated hereby without a reduction in Purchase Price, and the Seller shall assign to the Purchaser all of the Seller's rights in and to any condemnation award, to be paid to the Seller in connection with such condemnation.

ARTICLE XV **GENERAL PROVISIONS**

15.1 Entire Agreement. This Agreement and the Escrow Agreement, including all exhibits attached hereto and thereto and all documents to be delivered pursuant to the foregoing, shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

15.2 Amendment. This Agreement may be amended only by an instrument in writing executed by all parties hereto.

15.3 Waivers. Compliance with the provisions of this Agreement may be waived only by an instrument in writing executed by the party granting the waiver. The failure of any party at any time or times to require performance of any provisions of this Agreement shall in no manner affect the right of such party at a later time to enforce the same or any other provision of this Agreement. No waiver of any condition or of the breach of any term contained in this Agreement in one or more instances shall be deemed to be or be construed as a further or continuing waiver of such condition or breach or of any other condition or of the breach of any other term of this Agreement.

15.4 Computation of Time. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday or legal holiday, in which case the period shall be deemed to run until the end of the next day which is not a Saturday, Sunday or legal holiday.

15.5 Partial Invalidity. In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to

render the same valid, or shall be omitted from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited, or as if said provision had not been included herein, as the case may be.

15.6 Headings. Headings of paragraphs are for convenience of reference only, and shall not be construed as a part of this Agreement.

15.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

15.8 Assignment. This Agreement may not be assigned by the Purchaser without the prior written consent of the Seller; provided, however, that the Purchaser may assign this Agreement to an entity which is "affiliated" with the Purchaser without obtaining the Seller's prior written consent provided the Purchaser gives the Seller written notice of such assignment and any such assignee expressly assumes the obligations and liabilities of the Purchaser under this Agreement. For purposes hereof, an entity shall be deemed to be "affiliated" with the Purchaser if the Purchaser (or any principal of the Purchaser), directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such entity. No assignment of this Agreement by Purchaser shall relieve Purchaser of its obligations hereunder without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

15.9 Notices. All notices under this Agreement shall be in writing and shall be (i) delivered in person, (ii) sent by facsimile, or (iii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or overnight express carrier, addressed in each case as follows:

If to the Seller, to: LaCrosse Industrial Park Corporation
712 Main Street
La Crosse, WI 54601
Attention: James Hill
Phone: (608) 784-5488
Fax: (608) 784-5408

with copy to: Bosshard Parke Ltd.
750 3rd Street North
Ste A.
La Crosse, WI 54601
Attention: Joseph J. Connell
Phone: (608) 782-1469
Fax: (608) 784-1561

If to the Purchaser, to: Reinhart Foodservice, L.L.C.
6250 North River Road
Suite 9000
Rosemont, Illinois 60018

Attn: Grace Shaff
Facsimile: (847) 916-1873

with copy to:

Neal, Gerber & Eisenberg LLP
Two North LaSalle Street
Suite 1700
Chicago, Illinois 60602
Attn: Leah A. Schleicher, Esq.
Phone: (312) 269-8076
Fax: (312) 578-1549
E-mail: lschleicher@ngelaw.com

If to Title Company, to:

The Title Company
500 2nd Street
LaCrosse, WI 54601
Attn: James Gull
Facsimile: (608) 791-2000

or to any other address or telecopy number as such party shall designate in a written notice to the other. All notices sent pursuant to the terms of this Section 15.9 shall be deemed received (i) if personally delivered, then on the date of delivery; (ii) if sent by facsimile transmission, on the day of transmission if sent prior to 5:00 P.M. Central Time or on the first business day after transmission if sent after 5:00 P.M. Central Time, via a facsimile machine to the proper facsimile number with a confirmed receipt; (iii) if sent by overnight, express carrier, on the next business day immediately following the day sent; or (iv) if sent by registered or certified mail, on the earlier of the third (3rd) business day following the day sent or when actually received. Any notice by telecopy shall be followed by delivery of a copy of such notice on the next business day by overnight express carrier or by hand.

15.10 Governing Law. This Agreement shall be governed in all respects by the internal laws of the State in which the Real Property is located.

15.11 Counterparts. This Agreement may be executed in any number of counterparts, which taken together shall constitute one instrument. To facilitate execution of this Agreement, the parties may execute and exchange facsimile or electronic counterparts of the signature pages.

15.12 Attorneys' Fees. In the event of any litigation between the parties with respect to the Property, this Agreement, the Escrow Agreement and/or the performance of their obligations hereunder or thereunder or the effect of a termination under this Agreement, the non-prevailing party shall pay all costs and expenses incurred by the prevailing party in connection with such litigation including, without limitation, reasonable attorneys' fees. Notwithstanding any provisions of this Agreement to the contrary, the obligations of the parties under this Section 15.12 shall survive any termination of this Agreement and the Closing.

15.13 Additional Documents. The Seller will, whenever and as often as it shall be reasonably requested so to do by the Purchaser, and the Purchaser will, whenever and as often as it shall be reasonably requested so to do by the Seller, execute, acknowledge and deliver, or

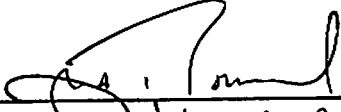
cause to be executed, acknowledged and delivered, any and all conveyances, assignments, corrective instruments and all other instruments and documents as may be reasonably necessary in order to complete the transaction which is the subject of this Agreement and to carry out the intent and purposes of this Agreement. The provisions of this Section 15.13 shall survive the Closing.

[signature page follows]

IN WITNESS whereof, THE PARTIES HAVE CAUSED THIS Agreement to be executed as of the day and year first above written.


PURCHASER:

REINHART FOODSERVICE, L.L.C.,
a Delaware limited liability company

By: 
Name: John A. Roussel
Title: Chief Executive Officer

SELLER:

LACROSSE INDUSTRIAL PARK
CORPORATION
a Wisconsin non-stock, non-profit corporation

By: 
Name: James P. Hill
Title: Ex Director

[Signature Page to Purchase and Sale Agreement]

EXHIBITS

- Exhibit A** - Legal Description
- Exhibit B** - Property Documents
- Exhibit C** - Special Warranty Deed
- Exhibit D** - FIRPTA Affidavit
- Exhibit E** - Sewer Line Diagram

EXHIBIT A
LEGAL DESCRIPTION

[TO BE PROVIDED]

DESCRIPTIONS OF PARCEL "C-1"

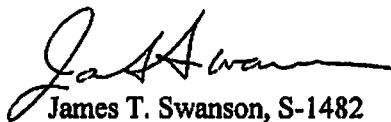
A parcel of land located in part of the Southwest 1/4 of the Northeast 1/4 of Section 29, township 16 North, Range 7 West, City of La Crosse, Wisconsin.

More particularly described as follows:

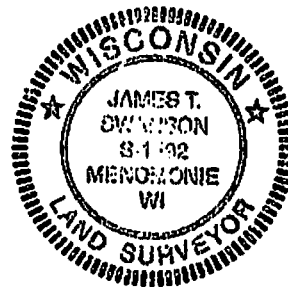
Commencing at the Southwest Corner of said Southwest 1/4 of the Northeast 1/4 of Section 29,
Thence North 30.00 feet;
Thence S89°34'30"E 672.37 feet along the north right of way line of St. Andrew Street;
Thence North 215.45 feet to the point of beginning;
Thence S89°38'00"E 33.00 feet along the south right of way of St. Cloud Street;
Thence N45°04'38"E 73.00 feet along said south right of way of St. Cloud Street;
Thence S14°15'48"E 263.81 feet
Thence S62°19'00"E 130.40 feet;
Thence S27°41'00"W 312.00 feet;
Thence N89°34'30"W 126.54 feet to the point of beginning.

This parcel contains 104,905 square feet, being 2.408 acres, more or less.

I certify that the above description and attached map is correct to the best of my knowledge and belief.


James T. Swanson, S-1482

3/4/14



DESCRIPTIONS OF PARCEL "C-2"

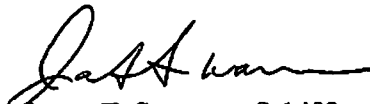
A parcel of land located in part of the Southwest 1/4 of the Northeast 1/4 of Section 29, township 16 North, Range 7 West, City of La Crosse, Wisconsin.

More particularly described as follows:

Commencing at the Southwest Corner of said Southwest 1/4 of the Northeast 1/4 of Section 29,
Thence North 30.00 feet;
Thence S89°34'30"E 672.37 feet along the north right of way line of St. Andrew Street to the point of beginning;
Thence North 215.45 feet;
Thence S89°34'30"E 126.54 feet;
Thence S27°41'00"W 242.00 feet;
Thence N89°34'30"W 7.78 feet along the north right of way line of St. Andrew Street to the point of beginning.

This parcel contains 1,542 square feet, being 0.354 acres, more or less.

I certify that the above description and attached map is correct to the best of my knowledge and belief.


James T. Swanson, S-1482

3/14/14



EXHIBIT B
PROPERTY DOCUMENTS

1. Receipted real estate tax bills for the past three years and any correspondence with local assessors.
2. Most recent survey.
3. Copy of existing title policies.
4. Copy of any existing environmental report and O&M manuals.

[NOTE: TO BE UPDATED FOR WISCONSIN CUSTOMS]

EXHIBIT C

SPECIAL WARRANTY DEED

Document Number

STATE BAR OF WISCONSIN FORM 6-2000
SPECIAL WARRANTY DEED

Recording Area

This Deed, made between _____, Grantor, and _____, Grantee.

Grantor, for valuable consideration, conveys to Grantee the following described real estate in _____ County, State of Wisconsin (the "Property") (if more space is needed, please attach addendum):

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except easements, restrictions & highway deeds of record, municipal & zoning ordinances, recorded plat, recorded building & use restrictions & except lands sold, taken or used for road or highway purposes.

Name and Return Address:
Grace Shaff, Esq.
Reinhart Foodservice, L.L.C.
6250 North River Road, Suite 9000
Rosemont, IL 60018

Date this ____ day of _____, 2013

Parcel Identification Number (PIN):

This is not homestead property.

LaCrosse Industrial Park Corporation
a [_____] corporation

By: _____
Name: _____
Title: _____

AUTHENTICATION

Signature(s) authenticated this ____ day of _____, 2013

ACKNOWLEDGEMENT

State of _____)
County of _____) ss.

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY
Mindy B. Kurlansky, Esq.
Neal, Gerber & Eisenberg LLP
2 N. LaSalle Street, Suite 1700
Chicago, Illinois 60602

Personally came before me this ____ day of _____, 2013 the above named to me known to be the person who executed the foregoing instrument and acknowledged the same.

(Signatures may be authenticated or acknowledged. Both are not necessary)

*
Notary Public, State of Illinois
My Commission expires _____, 20__

* Names of persons signing in any capacity must be typed or printed below their signature.

ADDENDUM

EXHIBIT E
SEWER LINE DIAGRAM
[TO BE PROVIDED]

Figure 2: Proposed Property Layout

