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| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. P00007 | 3. EFFECTIVE DATE 14 APRIL 99 | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY DEFENSE LOGISTICS AGENCY DEFENSE SUPPLY CENTER PHILADELPHIA 700 ROBBINS AVENUE PHILADELPHIA, PA 19111 | CODE SP0300 | 7. ADMINISTERED BY (If other than Item 6) | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) REINHART INSTITUTIONAL FOODS, INC 702 WEST FAIRVIEW ROAD P.O. BOX 1088 MARSHALL, MN 56258 | | | (X) 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | 9B. DATED (SEE ITEM 11) | |
| | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. SP0300-99-D-2932 | |
| | | | (X) 10B. DATED (SEE ITEM 13) 24 FEBRUARY 1997 | |
| CODE | FACILITY CODE | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc). SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

(X) D. OTHER (Specify type of modification and authority) OPTION TO EXTEND THE TERM OF THE CONTRACT IN ACCORDANCE WITH CLAUSE 52.217-9P12 AND IN ACCORDANCE WITH FAR 17.207

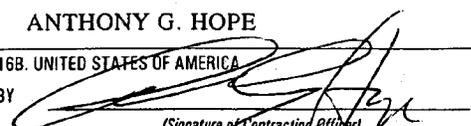
E. IMPORTANT: Contractor is not, is required to sign this document and return ONE copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Requirements For: Full Food Line Distributor, Neraska and Minnesota Areas

Details of modification are stated on page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

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| 15A. NAME AND TITLE OF SIGNER (Type or print) JAMES SULLIVAN GENERAL MANAGER | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ANTHONY G. HOPE | |
| 15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED 4-11-99 |

1. The Government hereby renews subject contract and invokes the first option period:
14 April 1999 through 15 April 2000.
2. The second option period will not result in any changes to the distribution fees from either the base year or the first year option periods.
3. Clause 52.217-9P16, "EFFECTIVE PERIOD OF CONTRACT – INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT" is modified to read: "The effective period of this contract is from 14 April 1999 through 15 April 2000."
4. Clause 52.216-18 "ORDERING", first paragraph 9 (a) is modified to read: "Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the schedule. Such orders may be issued from 09 April 1999 through 14 April 2000."
5. Customers and Estimated Annual Purchases for second option year period:

ZONE 1: NEBRASKA:

| | |
|-----------------------|-----------|
| Offutt Air Force Base | \$978,291 |
| E.B. Hospital | 27,578 |
| Nebraska ANG | 53,650 |
| Camp Ashland | 140,481 |

ZONE 2: MINNESOTA:

| | |
|---------------|-----------|
| Minnesota ANG | \$ 50,700 |
|---------------|-----------|

Estimated total dollar value of contract is \$1,200,000. The guaranteed minimum is twenty-five percent of the estimated total dollar value, or \$300,000. The Government reserves the right to unilaterally execute a higher alternate ceiling of one hundred fifty percent of the total estimated value of this contract in the event of emergencies and/or mobilization.

6. **YEAR 2000 (Y2K) COMPLIANCE:** The contractor must take all prudent and foreseeable actions necessary to achieve Y2K compliance of its systems by December 31, 1999. This includes, but is not limited to, the contractor's order entry systems, EC/EDI equipment system interfaces, and systems that process invoices. The contractor guarantees and warrants that its performance under this contract will not be impaired as a result of Y2K issues.

The contractor also guarantees and warrants that performance under this contract will not be impaired as a result of Y2K issues involving its subcontractors.

Should any Y2K problems occur with the contractor's systems, the contractor is responsible for correcting any resulting problems at no cost to the government.

7. All other terms and conditions of the contract and modifications P00001 through P00006 remain unchanged, except as stated in this modification, P00007.