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Inspections Division
Approved with Conditions
Date: 10/15/14

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the "Agreement"), dated as of May ___, 2014 is entered into by and between **DUTCH'S**, a Maine corporation (the "Purchaser"), and **THE MARKET KITCHEN** d/b/a Down Home Cookin', a Maine corporation ("Seller").

W I T N E S S E T H :

WHEREAS, Seller owns and operates a family restaurant and convenience store in Portland, Maine (the "Business") and desires to sell the Business to the Purchaser, subject to the terms of this Agreement; and

WHEREAS, Purchaser has agreed, subject to the terms and provisions hereof, to acquire certain assets associated with the Business.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. "Acquired Assets" means all right, title and interest in and to all of the assets of Seller described below, which Seller shall sell, assign, transfer and deliver to the Purchaser, and which Purchaser shall purchase, acquire and take assignment and delivery of from Seller at the Closing:

()a the tangible personal property owned by the Seller and used in the Business, including without limitation those items listed on Schedule 1.1(a), but excluding all saleable items for the convenience store portion of the Business;

()b all telephone numbers associated with the Business;

()c all of Seller's warranty claims against suppliers or manufacturers; and

()d originals or copies of all written information and records related to or used or useful in the Business, apart from corporate and tax records and privileged communications, but including all other documents and records in Seller's possession relating to the Acquired Assets.

1.2. "Excluded Assets" means all assets of the Seller of every nature and type apart from the Acquired Assets.

1.3. "Person" means an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company or partnership, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof).

1.4. "Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits,

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environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

1.5. General.

(a) Other terms may be defined in particular sections throughout this Agreement and the Exhibits and Schedules attached.

(b) The singular form of any word used herein, including the terms defined in Article 1 hereof, shall include the plural, and vice versa. The use of a word of any gender shall include both genders.

(c) Unless otherwise specified, references to Articles, Sections and other subdivisions of this Agreement are to the designated Articles, Sections and other subdivisions of this Agreement as originally executed. The words "hereof," "herein," "hereunder" and words of similar import refer to this Agreement as a whole.

(d) The headings or titles of the several Articles and Sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

(e) The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rule of strict construction will be applied against either party except with respect to identification of the items and rights to be conveyed and acquired, which is specific and exclusive in its description. Without limiting the generality of the foregoing, the language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the Person who or which drafted the same. It is hereby agreed that representatives of both parties have participated in the preparation hereof.

ARTICLE 2. **PURCHASE AND SALE**

2.1. Purchase and Sale of Assets. On the terms and subject to the conditions of this Agreement, the Purchaser agrees to purchase from the Seller, and the Seller agrees to sell, transfer, convey, and deliver to the Purchaser, all of the Acquired Assets at the Closing, free and clear of all liens and encumbrances of every nature and type, in exchange for the Purchase Price as provided in Section 2.2.

2.2. Purchase Price. In consideration of the sale by Seller to Purchaser of the Acquired Assets, the Purchaser shall pay to the Seller the sum of Eighty Thousand Dollars ($80,000) as follows:

(a) Purchaser shall pay to Seller upon execution of this Agreement Five

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Thousand Dollars ($5,000) (the "Deposit"), which Deposit shall be held in escrow by Selle Broker and (i) returned to Purchaser or delivered to Seller, in accordance with Article 7, or (ii) applied to the Purchase Price at Closing;

(b) Seventy-Five Thousand Dollars ($75,000), by check or wire transfer to an account designated by Seller at Closing (the "Closing Payment").

2.3. Closing Date and Place. Subject to the terms hereof, the consummation of the transactions referred to in this Agreement (the "Closing" and the date thereof, the "Closing Date") shall take place on May 15, 2014, or such other date as the parties shall mutually agree in writing. The Closing shall take place at the offices of Drummond Woodsum, 84 Marginal Way, Suite 600, Portland, Maine 04101, or such other place as the parties may agree, at 10:00 a.m. on the Closing Date.

2.4. Adjustments. All fuel oil, electricity, sewer, water and other utility charges with respect to the premises located at 28 Preble Street, Portland, Maine used by the Business (the "Premises") shall be prorated between the parties as of the Closing Date.

2.5. Deliveries at the Closing. At the Closing Seller shall execute, acknowledge (if appropriate), and deliver to the Purchaser a Bill of Sale in the form attached hereto as Exhibit A, and Purchaser shall make payment of the Closing Payment.

2.6. Further Assurances. Seller from time to time after the execution of this Agreement at the request of Purchaser and without further consideration shall execute and deliver further instruments of transfer and assignment and take such other actions as Purchaser may reasonably require to more effectively transfer and assign to, and vest in, Purchaser each of the Acquired Assets.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Purchaser to enter into this Agreement, Seller makes the following representations and warranties, which are true and correct on the date hereof and shall be reaffirmed as true and correct as of the Closing Date:

3.1. Organization and Good Standing. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Maine and has all requisite company and other power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted.

3.2. Authority to Execute and Perform Agreements. The Seller has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by the Seller and when executed and delivered is or will be the valid and binding obligation of the Seller, enforceable against Seller in accordance with its terms.

3.3. No Violation. The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby will not violate the

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organizational documents of the Seller, and will not conflict with, or result in the breach termination of any provision of, or constitute a default under, any contract, other instrument or agreement, order, judgment, decree, law, statute, ordinance or regulation or any other restriction of any kind or character to which the Seller is a party or by which Seller or the Acquired Assets may be bound. The Seller is not subject to any charter, indenture, mortgage, deed of trust, lease, contract or other instrument or agreement, order, judgment, decree, law, statute, ordinance or regulation or any other restriction of any kind or character, that would prevent the Seller from entering into this Agreement or from consummating the transactions contemplated hereby in accordance with the terms hereof.

3.4. No Consents. No consent, authorization, order or approval of, or filing or registration with, any governmental commission, board or other regulatory body or third party is required for or in connection with the execution and delivery of this Agreement by the Seller and the consummation by the Seller of the transactions contemplated on its part hereby or thereby.

3.5. Title to Assets. Seller has good and transferable title to all of the other Acquired Assets in its own name, free and clear of all claims, liens, charges, encumbrances, and claimed interests of any kind of any other person or persons whatsoever. Seller has full rights, power and authority to sell, transfer, assign and deliver the Acquired Assets to the Purchaser hereunder, without any required consent or approval by any other party. Upon execution and delivery by Seller to Purchaser of the instruments of conveyance referred to herein, Purchaser will become the true and lawful owner of, and will receive good title to, the Acquired Assets, free and clear of all liens or encumbrances.

3.6. Personal Property. The machinery, equipment and other tangible property owned by the Seller in the operation of the Business are in good operating condition and repair, subject to normal wear and tear. The Seller has not received any notice that any of such items are damaged or in violation of any applicable law or any other legal requirement.

3.7. Books and Records. The books and records included within the Acquired Assets are correct and complete in all material respects and accurately reflect the conduct of the business and affairs of Seller relating to the Business or the Acquired Assets.

3.8. Litigation. There is no litigation, proceeding or investigation pending or, to the Seller's knowledge, threatened which involves or adversely affects the Acquired Assets, the Business, the transactions contemplated by this Agreement or the rights to be acquired by Purchaser pursuant hereto.

3.9. Taxes. The Seller has paid all Taxes required to be paid through the date hereof and shall timely pay all Taxes required to be paid prior to Closing or otherwise arising from the operation of the Business and the use of the Premises, including additions, interest, penalties and other amounts required to be paid under applicable law after the date hereof and on or before the Closing Date. The Seller has filed all tax returns and other returns and reports that are due and are required to be filed with respect to the Business. No deficiency assessment or proposed adjustment of the Seller's federal income taxes is pending and the Seller has no knowledge of any proposed liability for any tax to be imposed upon its properties or assets. No audit of any tax return of the Seller or relating to the Seller's operations is in progress; no extension of time with

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respect to any date on which any tax return was or is to be filed by the Seller is in force; and waiver or agreement by the Seller is in force for the extension of time for the assessment or payment of any tax. Seller agrees to indemnify, defend and hold harmless the Purchaser from and against any and all losses Purchaser may incur resulting from any failure by the Seller to file in a timely manner all returns for Taxes required to be filed by it through the Closing date.

3.10. Compliance with Employment Laws. Seller has complied in all respects with all legal requirements and applicable laws relating to employment, equal employment opportunity, nondiscrimination, immigration, wages, hours, benefits, collective bargaining, the payment of social security and similar taxes, occupational safety and health, and plant closing. Seller is not liable for the payment of any compensation, damages, taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing legal requirements and applicable laws.

3.11. Compliance with Laws. The Business has been operated in compliance with all federal, state and local laws, statutes, ordinances, municipal zoning ordinances, regulations, orders, policies and guidelines of all governmental entities the non-compliance with which would have a material adverse effect on the Business.

3.12. Sufficiency of Assets. The Acquired Assets are all the assets used or useful in the operation of the Business and are sufficient to enable the Purchaser to continue operating the Business as intended, namely, as a restaurant.

3.13. Broker's Fee. The Seller has engaged the services of Stephen A. Strand, CPA, MBA, of Certified Business Brokers of Maine as its broker ("Seller's Broker") in this transaction. Seller shall remain solely responsible for payment of any and all fees owed to Seller's Broker arising out of or in connection with the transaction contemplated by this Agreement.

3.14. Disclosure. The representations and warranties of the Seller contained in this Agreement and each schedule, exhibit, certificate or other document delivered pursuant hereto, in connection with the transactions contemplated herein, will be when delivered accurate, complete and correct in all respects, do not and will not contain any untrue statements of material facts, or, considered in the context in which presented, knowingly omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES OF PURCHASER

In order to induce Seller to enter into this Agreement, Purchaser makes the following representations and warranties, which are true and correct on the date hereof and shall be reaffirmed as true and correct as of the Closing Date:

4.1. Organization and Good Standing. Purchaser is a corporation, duly organized, validly existing and in good standing under the laws of the State of Maine and has all requisite company and other power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted.

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4.2. Authority to Execute and Perform Agreements. The Purchaser has the full le right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized by the Purchaser and when executed and delivered by the Purchaser will be the valid and binding obligation of the Purchaser, enforceable against Purchaser in accordance with its terms.

4.3. No Violation. The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby will not conflict with, or result in the breach or termination of any provision of, or constitute a default under, any contract, other instrument or agreement, order, judgment, decree, law, statute, ordinance or regulation or any other restriction of any kind or character to which the Purchaser is a party or by which the Purchaser is bound. The Purchaser is not subject to any charter, bylaw, indenture, mortgage, deed of trust, lease, contract or other instrument or agreement, order, judgment, decree, law, statute, ordinance or regulation or any other restriction of any kind or character, that would prevent the Purchaser from entering into this Agreement or from consummating the transactions contemplated hereby in accordance with the terms hereof.

4.4. No Consents. No consent, authorization, order or approval of, or filing or registration with, any governmental commission, board or other regulatory body or third party is required for or in connection with the execution and delivery of this Agreement by the Purchaser and the consummation by the Purchaser of the transactions contemplated on its part hereby.

4.5. Purchaser's Broker. The Purchaser has engaged the services of Peter Therriault of Legacy Properties Sotheby's International Realty ("Purchaser's Broker") as its broker in this transaction. Purchaser shall remain solely responsible for payment of any and all fees owed to Purchaser's Broker arising out of or in connection with the transaction contemplated by this Agreement.

ARTICLE 5. CONDITIONS OF CLOSING FOR THE BENEFIT OF SELLER

The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date:

5.1. Covenants Performed. All of the covenants, agreements and conditions herein on the part of Purchaser to be complied with or performed on or before the Closing Date shall have been fully complied with and performed.

5.2. Representations and Warranties True. All of the representations and warranties of Seller contained in this Agreement shall be true and correct on the Closing Date as though made at and as of such date.

5.3. Purchase Price. Purchaser shall have made payment of the Closing Payment.

5.4. Lease. The Seller's landlord shall have agreed to release the Seller from its existing lease, on terms acceptable to Seller in its sole discretion.

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ARTICLE 6. **CONDITIONS OF CLOSING FOR THE BENEFIT OF PURCHASER**

The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions on or prior to the Closing Date:

6.1. Covenants Performed. All of the covenants, agreements and conditions herein on the part of Seller to be complied with or performed on or before the Closing Date shall have been fully complied with and performed.

6.2. Representations and Warranties True. All of the representations and warranties of Seller contained in this Agreement shall be true and correct on the Closing Date as though made at and as of such date.

6.3. Delivery of Transfer Instruments. Seller shall have delivered to Purchaser an executed copy of the Bill of Sale.

6.4. Lease. The Purchaser shall have entered into a new lease with Earl Apartments, LLC, owner of the Premises, on terms acceptable to Purchaser in its sole discretion.

6.5. Inspection. Purchaser shall have conducted an inspection of the Premises and the Acquired Assets and the results shall be reasonably satisfactory to Purchaser.

6.6. Consent of City. The Purchaser shall have confirmed with the City of Portland that its intended continued use of the Premises as a restaurant serving breakfast and lunch will not require additional permits, licenses, fees or upgrades, other than in connection with the change of ownership.

ARTICLE 7. **TERMINATION.**

7.1. Termination and Effect of Termination. Notwithstanding anything to the contrary contained herein, this Agreement and the transactions contemplated hereby may be terminated prior to the Closing in the following manner:

(a) by Purchaser, if without breach on the part of Purchaser the conditions set forth in Article 6 shall not have been met or waived by Purchaser at or prior to the Closing Date; or

(b) by Seller, if without breach on the part of Seller the conditions set forth in Article 5 shall not have been met or waived by Seller at or prior to the Closing Date; or

(c) By either party if the Closing does not occur by May 30, 2014, unless otherwise agreed to by the parties. The parties acknowledge that unforeseen delays may occur, and agree that if such delays should result in postponing the Closing until after May 31, 2014, they shall agree to extend the date for Closing for a reasonable period of time.

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(d) In the event of a termination of this Agreement (i) by Purchaser as matter of right pursuant to subsections 7.1(a) or 7.1(c); or (ii) by Seller as a matter of right pursuant to subsections 7.1(b) or 7.1(c), the Deposit shall promptly be returned to Purchaser and each party shall thereafter be released from any further obligations to the other hereunder.

(E) In the event of termination due to a breach by Purchaser, Seller shall retain the Deposit and may pursue its rights in law or equity. In the event of termination due to a breach by Seller, Purchaser shall be entitled to a prompt return of the Deposit, and may pursue its rights in law or equity.

ARTICLE 8. **INDEMNIFICATION**

8.1. Indemnity by the Seller. The Seller agrees to indemnify and hold the Purchaser and its agents and affiliates harmless from and with respect to any and all Adverse Consequences (as hereinafter defined) Purchaser, or its successors and assigns, may incur related to or arising directly or indirectly out of any of the following:

(a) Any inaccuracies in or breach of any representation or warranty made by the Seller in this Agreement or breach or failure to perform by the Seller of any covenant, obligation, or undertaking made by the Seller in this Agreement; or

(b) Any and all claims, liabilities and obligations of Seller or arising out of the Business, the operation or use of the Acquired Assets prior to the Closing Date or arising after the Closing Date but relating to the operation of the Business before the Closing Date.

8.2. Indemnity by the Purchaser. The Purchaser agrees to indemnify and hold the Seller harmless from and with respect to any and all Adverse Consequences Seller may incur related to or arising directly or indirectly out of any of the following:

(a) any inaccuracies in or breach of any representation or warranty made by the Purchaser in this Agreement or any failure or breach by the Purchaser of any covenant, obligation or undertaking made by the Purchaser in this Agreement; or

(b) any and all claims, liabilities and obligations arising after the Closing Date relating to the operation of the Business after the Closing Date.

8.3. Limitations. Neither the Seller nor the Purchaser shall be liable to the other under this Article 8 for any claim relating to a breach of any representation or warranty or for any claim arising under Sections 8.1 or 8.2, as the case may be, unless the claim is asserted in writing by the party seeking indemnification hereunder no later than the first anniversary of the Closing Date, except for claims arising from or relating to breach of Section 3.6, 3.10, 3.11 and 3.9, which shall survive until the expiration of the applicable statutes of limitation.

8.4. Claims. Any party seeking indemnification (the "Indemnified Party") shall promptly notify the party obligated to provide indemnification (the "Indemnifying Party") of any action, suit, proceeding, demand, claim or breach (a "Claim") with respect to which the Indemnified Party claims indemnification, provided that failure of the Indemnified Party to give

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such notice shall not relieve any Indemnifying Party of its obligations under this Article 8 exce to the extent, if at all, that such Indemnifying Party shall have been prejudiced thereby, and further provided, that in any event notice of a claim shall be given within the time limitations specified in Section 8.3, if applicable. In the event one party should have a claim for indemnification that does not involve a third-party claim, the party seeking indemnification shall promptly send notice of such Claim to the other party.

8.5. Adverse Consequences. For purposes of this Agreement, "Adverse Consequences" means all actions, suits, proceedings, hearings, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses, and fees, including court costs and reasonable attorneys' fees and expenses.

ARTICLE 9. MISCELLANEOUS

9.1. Survival of Representations and Warranties. Subject to the provisions of Section 8.3, all representations, warranties, covenants and agreements set forth herein shall survive the execution and delivery of this Agreement and the Closing until the first anniversary hereof.

9.2. Notices. All notices hereunder shall be deemed to have been given when delivered in person or, if mailed, when sent by registered or certified mail, postage prepaid, addressed to any party at its address set forth below or at any other address identified in writing to the other parties hereto:

To Seller:	The Market Kitchen ATTN: Brenda Garland PO BOX 1204 GRAY ME 04039
With Copy To:	Samuel M. Sherry, Esq. PO Box 7875 Portland, ME 04112-7875
To Purchaser:	Dutch's 35 Old Kings Highway Ogunquit, ME 03907
With Copy To:	Gary D. Vogel, Esq. Drummond Woodsum 84 Marginal Way, Suite 600 Portland, ME 04101-2480

9.3. Captions. The captions herein are for the convenience of the parties and shall not control or affect the interpretation of this Agreement.

9.4. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.

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9.5. Entire Agreement. This Agreement and the agreements, documents, Schedul and Exhibits referred to herein constitute the entire agreement of the parties with respect to the transactions contemplated hereby and supersede all other agreements between the parties, whether written or oral. Both parties have participated in the preparation and negotiation of this Agreement and the terms hereof shall not be construed against either party as the draftsperson hereof.

9.6. Binding Effect. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, executors, administrators, successors and assigns.

9.7. No Assignment. Neither this Agreement nor any rights of either party hereunder may be assigned without obtaining the prior written consent of the other party hereto.

9.8. Expenses and Fees. Each party shall pay its respective costs, expenses and legal fees in connection with this Agreement and the transactions contemplated hereby. The Seller shall pay any sales tax due with respect to the transfer of the Acquired Assets.

9.9. Counterparts. This Agreement may be executed in two or more counterparts (delivery of which may occur via facsimile), each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument. A facsimile signature or electronically scanned copy of a signature shall constitute and shall be deemed to be sufficient evidence of a party's execution of this Agreement, without necessity of further proof. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

9.10. Modification; Waiver. This Agreement may be amended, modified or supplemented only by a writing signed by the parties against whom enforcement of any modification is sought. The parties hereto may, by a written signed instrument, extend the time for or waive the performance of any of the obligations of another party hereto or waive compliance by such other party with any of the covenants or conditions contained herein. No delay or omission by a party in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by a party on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

9.11. Publicity; Nondisclosure. The parties agree that they or either one of them may, jointly or independently, issue a general press release or make any other statement regarding the purchase and sale of the Acquired Assets at any time following execution hereof. After the Closing, the Purchaser shall be entitled to make such public statements as it deems appropriate with regard to the transaction contemplated by this Agreement. Neither the Seller nor the Purchaser shall disclose, at any time before or after the Closing, to any party except their respective professional advisors, on a need to know basis and except as may otherwise be required by law or in any required filings with governmental agencies, any information concerning the price or other terms of the transactions contemplated by this Agreement.

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blank. The signature page follows.]

CITY OF PORTLAND, MAINE · RESURGAM
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IN WITNESS WHEREOF, the parties hereto have duly caused this Asset Purchase Agreement to be executed as of the day and year first above written.

PURCHASER:
DUTCH'S

_____

By: _____

Its: _____

SELLER:
THE MARKET KITCHEN

Brenda Garland 5/14/14

By: Brenda Garland

Its: President

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Exhibit A

BILL OF SALE

KNOW ALL PERSONS BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, THE MARKET KITCHEN, a Maine corporation ("Seller"), has GRANTED, CONVEYED, BARGAINED, SOLD, TRANSFERRED and DELIVERED, and by these presents does GRANT, CONVEY, BARGAIN, SELL, TRANSFER and DELIVER unto DUTCH'S, a Maine corporation ("Purchaser"), all of Seller's right, title and interest in and to the Acquired Assets, as such term is defined in that certain Asset Purchase and Sale Agreement (the "APA") dated as of May __, 2014.

The Seller, for itself and for its successors and assigns, does hereby warrant to and covenant with Purchaser that Seller is the lawful owner of the Acquired Assets hereby transferred by Seller; that the Acquired Assets are free and clear of all liens and encumbrances of every nature and type; that Seller has good right to sell the Acquired Assets to Purchaser pursuant hereto; and that Seller will WARRANT AND DEFEND title to the Acquired Assets hereby sold and Purchaser's rights therein against the claims and demands of all persons.

Seller, for itself and its successors and assigns, does further hereby covenant that from time to time and after delivery of this Bill of Sale at the request of Purchaser, but without further consideration, it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such further acts, conveyances and transfers for the purpose of more fully vesting in Purchaser title to any of the Acquired Assets as Purchaser may reasonably request.

This Bill of Sale is executed and delivered in furtherance of the consummation of the transactions contemplated by the APA, but does not supersede the APA or the terms and provisions of the APA and is subject to the terms thereof, together with the terms and provisions of any other instruments of transfer delivered pursuant to the APA, and shall survive the execution and delivery hereof. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maine.

EXECUTED as of _____, 2014

THE MARKET KITCHEN

By: Brenda Garland
Its:

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Schedule 1.1(a)
(Equipment)

Hussman 8' Deli Case
Beverage Air SS Pastry Display Case
True 6' Sandwich Prep Table
Beverage Air 5'Sandwich Prep Table
Randell Upright 2 door SS Freezer
Hobart Upright 2 Door SS Freezer/Refrigerator
10x8' Walkin Cooler
Pieces of 10x10 Walkin Freezer
Woods 6' Upright Freezer
6' Chest Freezer
4' 8 Basket Icecream Freezer
Montaque 4 Rack Convection Oven
Garland 6 Burner Range/Oven
Garland 6 Burner Range/Oven with Flat Grill and connected Broiler Vulcan 4' SS Grill
Pitco Single Basket Free Standing Fryolater(2)
Hobart HD Slicer
Globe Slicer
3' Wine Cooler
Star 2x2' Food Warmer
Hatco 2x2x3 Flavor Savor Food Cabinet
Fresh O Matic Food Steamer
Sirman 1x1'Panini Machine
Hot Fudge/Cheese Warmer
Deluxe Sixtys Special Popcorn Machine
Blimpie Conveyor Toaster
3 Stand Shake Maker Blender Unit
12' Foldable Wood Conference Table w/ 20 Chairs
6- 3x3' Wood Dining Room Tables w/24 Chairs
4 – 5' HD Folding Tables $140
2 Wooden High Chair
4x3'(LShape) Corian Topped Wood Cabinet
8' Formica Counter Top w/Storage
4' Formica Counter Top w/Storage
3' Granite Top Display Table w/Storage
3' SS Topped Wood Display Table
6' – 16 Basket Wood/Granite Candy Display
4'- 4 Shelf Wooden Display Unit
4'- 3 Shelf Wooden Display Unit
8' Granite Topped Work Station
4'Granite Topped Work Station(2)
BWM 10'- 6 Cabinet SS Work Station
15-20 Asst Size/Style METRO Shelving
4 -5 ' HANDY Store Shelving
10 Misc. Shelving Units
10 Stress Mats
2 & ½ Speed Racks
POS UP-700 Register System(2 registers)
Christmas, Fall. Halloween Decorations
8 Asst. Display Racks
Large amt. pots, pans

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Asst. Buffet Style Chafing dishes
Asst. Cutlery
Asst. Glass ware
Several asst. trash cans
Asst. Metro Shelving
15-20 One gallon Biscotti jars/lids
Smallware Items