

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319386

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest by Court Order		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mistral Capital Management, LLC		11/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
Morgan Guaranty Trust Company of New York		11/21/2011	Collateral Agent: NEW YORK
Fleet Boston Financial	FORMERLY Fleet National Bank	11/21/2011	Commercial Bank:
Wells Fargo Foothill, Inc., as Agent		11/21/2011	CORPORATION: CALIFORNIA
Wells Fargo Foothill, Inc.		11/21/2011	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Reser's Fine Foods, Inc.		
Street Address:	PO Box 8		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97075		
Entity Type:	CORPORATION: OREGON		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1598796	BERNEA FARMS	
Registration Number:	3443419	RENO'S	
Registration Number:	0921213	MICHIGAN	
Registration Number:	1254637	MICHIGAN	
Registration Number:	2305367	YODER'S	
Registration Number:	3429086	YODER'S IT'S GRANDMA GOOD!	
CORRESPONDENCE DATA			
Fax Number:	5032211074		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503-221-1772		
Email:	echai@brownsteinrask.com		
Correspondent Name:	Engred Chai		
Address Line 1:	1200 SW Main St.		
		TRADEMARK	

Address Line 2: Brownstein Rask
Address Line 4: Portland, OREGON 97205

ATTORNEY DOCKET NUMBER: RESER'S/LIPARI

NAME OF SUBMITTER: Engred Chai

SIGNATURE: /Engred Chai/

DATE SIGNED: 10/07/2014

Total Attachments: 123

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>CHEF SOLUTIONS HOLDINGS, LLC, <u>et</u> <u>al.</u>¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 11-13139 (KG)</p> <p>Jointly Administered</p> <p>Re: Docket No. 15</p>
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ORDER (A) AUTHORIZING AND APPROVING THE SALE OF SUBSTANTIALLY ALL OF DEBTORS' ASSETS TO RMJV, L.P. IN ACCORDANCE WITH THE TERMS OF ASSET PURCHASE AGREEMENT FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF THE ASSIGNED CONTRACTS, (C) APPROVING DEBTORS' ENTRY INTO CERTAIN TRANSITION SERVICES AGREEMENTS, AND (D) GRANTING RELATED RELIEF

Upon the *Debtors' Motion Pursuant to 11 U.S.C. §§ 105, 363, 365, 503 and 507 and Bankruptcy Rules 2002, 6004, and 6006 for (I) Entry of an Order (A) Establishing Bidding and Auction Procedures Related to the Sale of Substantially All of the Debtors' Assets; (B) Approving Related Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Establishing Certain Notice Procedures for Determining Cure Amounts for Executory Contracts and Unexpired Leases to be Assigned; and (E) Granting Certain Related Relief; and (II) Entry of an Order (A) Approving the Sale of Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Interests; (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Approving the Debtors Entry Into a*

¹ The debtors in these cases, along with the last four digits of the federal tax identification number for each of the debtors, are Chef Solutions Holdings, LLC [5382], CS Distribution Holdings, LLC [5461], CS Distributors, Inc. of Ohio [7075], CS Prepared Foods Holdings, LLC [5434], Chef Solutions Inc. [8101], Orval Kent Holdings, Inc. [4307], Orval Kent Intermediate Holdings, Inc. [4420], Orval Kent Parent, LLC [4553], Orval Kent Food Company, LLC [8408] and Orval Kent Food Company of Linares, LLC [0418]. The debtors' corporate offices are located at 120 W. Palatine Rd., Wheeling, IL 60090.

Transition Services Agreement [Docket No. 15], dated October 4, 2011 (the “Sale Motion”)², for entry of an order (the “Order”) pursuant to sections 105, 363 and 365 of title 11 of the United States Code (the “Bankruptcy Code”), and rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”): (a) authorizing and approving the sale of the assets free and clear of all liens, claims, encumbrances and other interests (excluding the Assumed Liabilities) pursuant to the terms and condition of that certain Asset Purchase Agreement (substantially in the form attached hereto as Exhibit A, the “Asset Purchase Agreement”) by and between the Debtors, on the one hand, and RMJV, L.P. (the “Purchaser”), on the other hand, dated as of October 4, 2011; (b) authorizing and approving the assumption and assignment of the Assigned Contracts; and (c) granting related relief; and the Court having entered the *Order Pursuant to 11 U.S.C. §§ 105, 363, 365, 503 and 507 And Fed. R. Bankr. P. 2002, 6004, and 6006 (A) Approving Bidding Procedures for the Sale of Substantially All of the Debtors’ Assets, (B) Approving the RMJV, L.P. Asset Purchase Agreement as a Stalking Horse Agreement, (C) Approving Bid Protections, (D) Scheduling Sale Hearing to Consider Approval of the Sale, (E) Establishing a Deadline to Object to the Sale; (F) Approving Procedures Related to Assumption and Assignment of Executory Contracts and Unexpired Leases, (G) Approving the Form and Manner of Notice Thereof, and (H) Granting any Related Relief* [Docket No. 129] on October 19, 2011 (the “Bidding Procedures Order”); and upon adequate and sufficient notice of the Sale Motion, Auction, the hearing held before the Court on November 15, 2011 (the “Sale Hearing”); and the Court having reviewed and considered (x) the Sale Motion and all relief related thereto, (y) the objections and related responses thereto, and (z)

² All capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Asset Purchase Agreement (as defined herein) and the Sale Motion, as applicable. To the extent of any inconsistency, the Asset Purchase Agreement shall govern.

the statements of counsel and evidence presented in support of the relief requested by the Debtors at the Sale Hearing; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates and creditors and other parties in interest; and upon the record of the Sale Hearing and all other pleadings and proceedings in these chapter 11 cases, including the Sale Motion; and after due deliberation thereon; and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS AND DETERMINES THAT:³

Jurisdiction, Final Order and Statutory Predicates

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014.

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

³ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Notice of the Sale and Auction

D. In accordance with the Bidding Procedures Order, actual written notice of the Sale Motion was provided to the following parties (the "Notice Parties"): (a) the United States Trustee for the District of Delaware; (b) the Debtors' pre-petition and post-petition lenders or their agents; (c) the creditors listed on the Debtors' consolidated list of 20 largest unsecured creditors, as filed with the Debtors' chapter 11 petitions; (d) counsel to the Stalking Horse Bidder; (e) all parties asserting a security interest in the assets of the Debtors to the extent reasonably known to the Debtors; (f) each of the Debtors' landlords and each of the notice parties identified in the real property leases, to the extent possible; (g) various federal, state, county and city tax and regulatory authorities; (h) all entities known to have expressed an interest in a transaction with respect to the Assets or that has been indentified by the Debtors or their advisors as a potential purchaser of the Assets; (i) the Federal Trade Commission; (j) the United States Attorney General/Antitrust Division of the Department of Justice; (k) local and state environmental authorities and the federal Environmental Protection Agency and (l) all parties requesting notice pursuant to Bankruptcy Rule 2002.

E. Notice of the Auction and Sale Hearing was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, Sale Hearing and Auction.

F. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, Auction, Sale Hearing, the Sale and the transactions contemplated thereby has been provided in accordance with the Bidding Procedures Order, sections 105(a), 363 and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Motion, Auction, Sale Hearing or the Sale is or shall be required.

G. The disclosures made by the Debtors concerning the Sale Motion, the Asset Purchase Agreement, the Auction and the Sale were good, complete and adequate.

H. A reasonable opportunity to object and be heard with respect to the Sale and the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including the Notice Parties.

Good Faith of Purchaser

I. The Asset Purchase Agreement was negotiated, proposed and entered into by the Sellers and the Purchaser without collusion, in good faith and from arms'-length bargaining positions.

J. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under section 363(n) of the Bankruptcy Code. Specifically, the Purchaser has not acted in a collusive manner with any person and the aggregate price paid by Purchaser for the Purchased Assets (the "Purchase Price") was not controlled by any agreement among any potential or actual bidder for the Purchased Assets.

K. The Purchaser is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, inter alia: (a) the Purchaser complied with the provisions in the Bidding Procedures Order; (b) the Purchaser's bid was subject to the competitive bidding procedures set forth in the Bidding Procedures Order; and (c) all payments to be made by the Purchaser in connection with the Sale have been disclosed.

Highest and Best Offer

L. The Debtors conducted an auction process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures Order. The auction process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. The Auction was duly noticed and conducted in a fair, good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Purchased Assets and no evidence was presented as to any collusion among bidders or potential bidders.

M. The Debtors are indebted to certain lenders (the "Noteholders") under that certain Amended and Restated Securities Purchase and Security Agreement, dated as of October 27, 2010 (as the same may be amended, supplemented or otherwise modified from time to time, the "Secured Subordinated Notes Credit Documents"), among Chef Solutions and certain of its affiliates), as obligors, Mistral Chef Holdings, LLC, as a holder of the Secured Subordinated Notes, and Mistral Capital Management, LLC, as the agent for the Noteholders (the "Agent"). As of the Petition Date, the Debtors' obligations to the Noteholders were \$24,296,031.24 (inclusive of accrued and unpaid interest, fees, and expenses).

N. For the reasons set forth by the Court at the Sale Hearing, the Agent's submission of the Credit Bid was authorized under the Secured Subordinated Notes.

O. The offer contained in the Asset Purchase Agreement for the purchase of the Purchased Assets constitutes the highest or best offer for the Purchased Assets. The Debtors' determination that the Asset Purchase Agreement constitutes the highest or best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

No Fraudulent Transfer

P. The consideration provided by the Purchaser pursuant to the Asset Purchase Agreement for the assets acquired from the Debtors (i) is fair and reasonable, (ii) is the highest or best offer for the Purchased Assets and (iii) constitutes fair consideration and reasonably equivalent value (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code) under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Purchaser. Approval of the Sale Motion and the Asset Purchase Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their estates, creditors and other parties in interest.

Q. The Purchaser is not a mere continuation of the Debtors or their estates and there is no continuity of enterprise between the Purchaser and the Debtors. The Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or their estates and the Sale does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtors.

Validity of Transfer

R. Each Debtor (i) has full corporate power and authority to execute and deliver the Asset Purchase Agreement and all other documents contemplated thereby, (ii) has all corporate authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, and (iii) has taken all corporate action necessary to authorize and approve the Asset Purchase Agreement and the consummation of the transactions contemplated thereby. The Debtors' sale of the Purchased Assets has been duly and validly authorized by all necessary

corporate action. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement, are required for the Debtors to consummate the Sale and the Asset Purchase Agreement and the transactions contemplated thereby.

S. No evidence was presented to establish that (i) the Asset Purchase Agreement was entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia and (ii) either the Debtors or the Purchaser are entering into the transactions contemplated by the Asset Purchase Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

T. The Debtors are the sole and lawful owners of the Purchased Assets. Pursuant to section 363(f) of the Bankruptcy Code, upon the indefeasible payment in full in cash of (i) the DIP Obligations, and, if applicable, the Prepetition Obligations in accordance with the Asset Purchase Agreement and (ii) the PACA Claims and Lien Satisfaction (each as defined in the Asset Purchase Agreement), the transfer of each of the Purchased Assets to the Purchaser (or its designee, as applicable) will be, as of the closing of the transactions contemplated by the Asset Purchase Agreement (the "Closing"), a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser (or its designee, as applicable) with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all liens of any kind (statutory, otherwise, or whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the

commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability) (collectively, "Liens"), encumbrances, claims (as defined in Section 101(5) of the Bankruptcy Code), interests, rights, demands, charges, mortgages, deeds of trust, options, pledges, security interests or similar interests, title defects, hypothecations, security agreements, rights of recovery, rights of first refusal, preemptive rights, judgments, decrees, consent decrees, taxes, conditional sale or other title retention agreements, product liability or any claims based on any theory that Purchaser is a successor, transferee or continuation of each Debtor or such Debtor's business, and other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever (collectively, "Claims"), including, but not limited to, liens by sellers or suppliers of any farm product (as such term is defined in both the Food Security Act of 1984, 7 U.S.C. Section 1631 et. seq., and any applicable Uniform Commercial Code) and liens pursuant to state statutory agricultural or producers' lien laws or any other applicable local laws, relating to, accruing or arising any time prior to the Closing Date, with the exception of Permitted Liens and Assumed Liabilities.

Section 363(f) is Satisfied

U. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Purchased Assets, in accordance with the Asset Purchase Agreement, free and clear of any interest of third parties in the property.

V. Unless otherwise expressly included in the Permitted Liens, Assumed Liabilities or otherwise provided in the Asset Purchase Agreement, the Purchaser shall not be responsible for any Liens or Claims, including in respect of the following: (1) any labor or employment agreements; (2) all mortgages, deeds of trust and security interests; (3) intercompany loans and receivables between the Debtors and any non-Debtor subsidiary, (4) any pension, welfare,

compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any Debtor; (5) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with any of the Debtors or any of their respective predecessors; (6) Claims or Liens arising under any Environmental Laws with respect to any assets owned or operated by Debtors or any corporate predecessor at any time prior to the Closing Date, and (7) any liabilities of the Debtors other than the Assumed Liabilities (as further defined in the Asset Purchase Agreement, the "Excluded Liabilities"); (8) any bulk sales or similar law; (9) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (10) any theories of successor liability.

W. The Debtors may sell the Purchased Assets free and clear of all Liens and Claims against the Debtors, their estates or any of the Purchased Assets (except the Assumed Liabilities and Permitted Liens) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Liens or Claims against the Debtors, their estates or any of the Purchased Assets who did not object, or

who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Liens or Claims (except to the extent that such Liens or Claims are Assumed Liabilities or Permitted Liens) are adequately protected by having their Liens or Claims, if any, in each instance against the Debtors, their estates or any of the Purchased Assets, attach to the net cash proceeds of the Sale ultimately attributable to the Purchased Assets, in which such creditor alleges a Lien or Claim, in the same order of priority, with the same validity, force and effect that such Liens or Claims had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Compelling Circumstances for an Immediate Sale

X. Good and sufficient reasons for approval of the Asset Purchase Agreement and the Sale have been articulated. The relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (i) good, sufficient and sound business purposes and justifications and (ii) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates and the Sale will provide the means for the Debtors to maximize distributions to creditors.

Y. To maximize the value of the Purchased Assets and preserve the viability of the business to which the Purchased Assets relate, it is essential that the Sale of the Purchased Assets occur within the time constraints set forth in the Asset Purchase Agreement. Time is of the essence in consummating the Sale.

Z. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price under the Asset Purchase Agreement, the proposed Sale of the Purchased Assets to the Purchaser constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

AA. The consummation of the Sale and the assumption and assignment of the Assigned Contracts is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365 and all of the applicable requirements of such sections have been complied with in respect of the transaction.

Adequate Assurance of Future Performance

BB. The Purchaser has demonstrated adequate assurance of future performance with respect to the Assigned Contracts pursuant to Bankruptcy Code section 365(b)(1)(C).

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

General Provisions

1. The relief requested in the Sale Motion is granted and approved as set forth in this Order, and the Sale contemplated thereby is approved.

2. Any objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby denied and overruled with prejudice for the reasons articulated by the Court at the Sale Hearing.

Approval of the Asset Purchase Agreement

3. The Asset Purchase Agreement and all other ancillary documents, including the Transition Services Agreements substantially in the forms attached hereto as Exhibit C, and all

of the terms and conditions thereof, are hereby approved. The Purchaser shall file final versions of the Asset Purchase Agreement and all other ancillary documents (excluding related disclosure schedules) with the Court upon closing the Sale. Disclosure schedules that do not contain confidential information shall be provided to other parties upon written request to the Debtors.

4. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale of the Purchased Assets to the Purchaser pursuant to and in accordance with the terms and conditions of the Asset Purchase Agreement, (ii) close the Sale as contemplated in the Asset Purchase Agreement and this Order, (iii) execute and deliver, perform under, consummate, implement, and close fully the Asset Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale, and (iv) execute and deliver, perform under, consummate, implement, and make the payments contemplated under the Transition Services Agreements.

5. This Order and the Asset Purchase Agreement shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, any Debtor, any holders of Liens, Claims or other interests in, against or on all or any portion of the Purchased Assets (whether known or unknown), the Purchaser and all successors and assigns of the Purchaser, the Purchased Assets and any trustees, examiners, responsible officers, or other persons or fiduciaries, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. This Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser and the respective successors and assigns of each of the foregoing.

6. The Asset Purchase Agreement and any ancillary documentation may be modified, amended or supplemented (collectively, a "Change") by the parties thereto, in a writing signed by the parties and in accordance with the terms thereof provided, however, that written notice of any Change shall be provided to counsel for the Committee and counsel for the Committee shall have three (3) business days from receipt of such notice (the "Objection Period") to object to the Change. In the event no objection is filed with the Court within the Objection Period, the Change shall become effective without further order of the Court. In the event an objection is timely filed, the Change shall not become effective until approved by the Court or agreed to in writing, by the Committee.

Assumption and Assignment of Assigned Contracts

7. Pursuant to Bankruptcy Code sections 105(a) and 365, and subject to and conditioned upon the closing of the Sale, the Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Asset Purchase Agreement, of the contracts identified on Exhibit B attached hereto (collectively, the "Assigned Contracts") is hereby approved and the requirements of Bankruptcy Code section 365(b)(1) with respect thereto are hereby deemed satisfied.

8. The Debtors are hereby authorized and directed in accordance with Bankruptcy Code sections 105(a), 363 and 365 to (a) assume and assign to the Purchaser, effective upon the Closing of the Sale, the Assigned Contracts free and clear of all Claims, Liens or other interests of any kind or nature whatsoever and (b) execute and deliver to Purchaser such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Purchaser.

9. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms (inclusive of all rights to inspect premises, books and records, under such Assigned Contracts, as applicable), notwithstanding any provision in any such Assigned Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts or conditions such assignment or transfer. In addition, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to, and assumption by, the Purchaser, except as may be provided in the Asset Purchase Agreement.

10. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured pursuant to the terms of the Asset Purchase Agreement on the Closing Date or as soon thereafter as is reasonably practicable.

11. To the extent a counterparty to an Assigned Contract failed to timely object to a Cure Amount, such Cure Amount shall be deemed to be finally determined and any such counterparty shall be prohibited from challenging, objecting to or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall completely revive any Assigned Contract to which it relates. No sections or provisions of any Assigned Contract that purport to provide for additional payments, penalties, charges or other financial accommodations in favor of the non-debtor third party to the Assigned Contracts shall have any force and effect with respect to the Sale and assignments authorized by this Order. Such provisions constitute unenforceable, anti-assignment provisions under Bankruptcy Code 365(f)

and are otherwise unenforceable under Bankruptcy Code section 365(e). The non-debtor party to each Assigned Contract shall be deemed to have consented to such assignment under Bankruptcy Code section 365(c)(1)(B) and the Purchaser shall enjoy all of the Debtors' rights and benefits under each such Assigned Contract as of the applicable date of assumption without the necessity of obtaining such non-debtor party's consent to the assumption or assignment thereof. Notwithstanding the provisions of this Paragraph 11, to the extent a counterparty to an Assigned Contract timely objected and sought to reserve its rights with respect to a proposed Cure Amount, and such Assigned Contract provides for a non-debtor party's retention of rights to inspect, audit or otherwise review the books and records of the Debtor with respect to such cure amount, such right is not waived and is retained by such objecting party.

12. With respect to objections to any Cure Amounts that remain unresolved as of the Sale Hearing, such objections shall be resolved by the parties, or if necessary, be presented to the Court.

13. Nothing in this Order, the Sale Motion or in any notice or any other document is or shall be deemed an admission by the Debtors that any contract is an executory contract or must be assumed and assigned pursuant to the Asset Purchase Agreement or in order to consummate the Sale.

14. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions or of the Debtors' and Purchaser's rights to enforce every term and condition of such Assigned Contract.

15. All parties to the Assigned Contracts are forever barred and enjoined from raising or asserting against the Purchaser any assignment fee, default, breach, Claim, pecuniary loss or

condition to assignment arising under or related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing, except for any amounts that are Assumed Liabilities.

Satisfaction of DIP Credit Agreement Obligations

16. On the Closing Date, pursuant to the Asset Purchase Agreement, the net proceeds of the Sale shall be earmarked for and remitted directly by Purchaser to, first, the agent (the “Senior DIP Agent”) under the Debtors’ senior debtor in possession credit facility (the “Senior DIP Facility”) and second, if and to the extent any Obligations remain outstanding thereunder, the agent under the Debtors’ prepetition senior secured credit facility (the “Senior Prepetition Facility”) for and until all Obligations under the Senior DIP Financing Agreement and the Senior Prepetition Facility have been indefeasibly paid in full in cash, and then to repay the Reser’s DIP, prior to payment or repayment of any other claims, interests or obligations of the Debtors. Upon the indefeasible payment in full in cash of all Obligations under the Senior DIP Facility and, if applicable, the Senior Prepetition Facility, (a) the commitments under the Senior DIP Facility and, if applicable, the Senior Prepetition Facility shall be terminated, (b) the Senior DIP Facility and, if applicable, the Senior Prepetition Facility, shall, without further action, terminate and be of no further force or effect, except for those provisions of the Senior DIP Facility and, if applicable, the Senior Prepetition Facility that by their terms survive such termination, and (c) the DIP Lenders and Prepetition Lenders (as defined in the *Final Order (I) Authorizing Debtors to (A) Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(C)(1), 364(C)(2), 364(C)(3), 364(D)(1), and 364(E) And (B) Use Cash Collateral Pursuant to 11 U.S.C. § 363, and (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 361, 362, 363, and 364* [Docket No. [207]]) (the “Final DIP Order”) shall have no further obligations or

liabilities of any nature under the Senior DIP Facility, the Final DIP Order or, if applicable, the Senior Prepetition Facility.

17. In the event the Sale does not close but the Purchaser is required to pay, pursuant to the Asset Purchase Agreement, court order or otherwise, to the Debtors any amount (whether as damages or otherwise), such payment(s) shall be earmarked for and remitted directly by the Purchaser to the Senior DIP Agent for and until all obligations under the Senior DIP Facility have been indefeasibly paid in full in cash.

Transfer of the Purchased Assets

18. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets to the Purchaser on the Closing Date and such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets and shall vest the Purchaser with title to the respective Purchased Assets and, upon the Debtors' receipt of the Purchase Price, other than Permitted Liens and Assumed Liabilities, shall be free and clear of all Liens, Claims and other interests of any kind or nature whatsoever, including but not limited to, successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities, with all such Liens, Claims or other interests to attach to the net cash proceeds, ultimately attributable to the property against or in which such Liens, Claims or interests are asserted, subject to the terms thereof, with the same validity, force and effect, and in the same order of priority, which such Liens, Claims or interests now have against the Purchased Assets, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto. Upon the Closing, the Purchaser shall take title to and possession of the Purchased Assets subject only to the Permitted Liens and Assumed Liabilities.

19. For the avoidance of doubt and consistent with provisions of the Asset Purchase Agreement, the Purchaser shall have a reversionary interest in (y) the accounts (the "Reserve

Accounts”) established by the Debtors to reserve amounts necessary to pay (i) accrued but unpaid administrative expenses prior to the Closing Date, and (ii) valid asserted mechanics liens, which such reserve accounts shall be considered Excluded Assets under the Asset Purchase Agreement, and shall remain assets of the Debtors’ estates and (z) any cash collateral, reserves or deposits (collectively, the “Reserves”) held by third-parties to secure the Debtors’ performance or obligations, including but not limited to, workers’ compensation obligations. Any amounts in the Reserve Accounts that are not ultimately used to satisfy such expenses or claims or Reserves released or paid to the Debtors shall be remitted to the Purchaser.

20. Except with respect to Permitted Liens and Assumed Liabilities, all persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Purchaser or its assignee at the Closing. On the Closing Date, or as soon as possible thereafter, each of the Debtors’ creditors is authorized and directed, and the Purchaser is hereby authorized, on behalf of each of the Debtors’ creditors, to execute such documents and take all other actions as may be reasonably necessary to release such creditor’s Liens, Claims or other interests in the Purchased Assets, if any, as such Liens, Claims or interests may have been recorded or may otherwise exist.

21. The Debtors are hereby authorized to take any and all actions necessary to consummate the Asset Purchase Agreement, including any actions that otherwise would require further approval by shareholders or its board of directors without the need of obtaining such approvals.

22. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Debtors’ interests in the Purchased Assets. Each and every federal, state, and local governmental agency

or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

23. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any Liens, Claims, and other encumbrances of record except those assumed as Assumed Liabilities or Permitted Liens.

24. If any person or entity which has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Purchased Assets (other than statements or documents with respect to Permitted Liens) shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all liens or interests which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors are hereby authorized and directed, and the Purchaser is hereby authorized, on behalf of the Debtors and each of the Debtors' creditors, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

25. This Order is and shall be effective as a determination that, on the Closing Date, all Liens, Claims or other interest of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, other than Permitted Liens and Assumed Liabilities, shall have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative

agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

26. Effective as of the Closing, the Purchaser, its successors and assigns, shall be designated and appointed the Debtors' true and lawful attorney and attorneys, with full power of substitution, in the Debtors' name and stead, on behalf of and for the benefit of the Purchaser, its successors and assigns, for the sole and limited purposes as follows: have the power to demand and receive from any third party any and all of the Purchased Assets and to give receipts and releases for and in respect of the Purchased Assets, or any part thereof, and from time to time to institute and prosecute against third parties for the benefit of the Purchaser, its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Purchaser, its successors and assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets.

27. To the extent permitted by Bankruptcy Code section 525, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of the Debtors' chapter 11 cases or the consummation of the transactions contemplated by the Asset Purchase Agreement.

28. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Purchaser as of the Closing Date.

29. From and after the Closing Date, the Purchaser shall preserve all Purchased Assets Books and Records (as defined in the Asset Purchase Agreement) or copies thereof and provide reasonable access to the Debtors (or any successor in interest to the Debtors) of such Purchased Assets Books and Records until such time as the Debtors' chapter 11 cases have been fully administered and closed.

Prohibition of Actions Against the Purchaser

30. Except for (a) the Assumed Liabilities, and/or (b) or as otherwise expressly provided for in this Order or the Asset Purchase Agreement, the Purchaser shall not have any liability or other obligation of the Debtors arising under or related to any of the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Asset Purchase Agreement, the Purchaser shall not be liable for any Claims against the Debtors or any of its predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans and receivables between the

Debtors and any non-Debtor subsidiary, liabilities relating to or arising from any Environmental Laws, and any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing.

31. Except with respect to Permitted Liens and Assumed Liabilities, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors' Business prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser, any of its affiliates, its successors or assigns, its property or the Purchased Assets, such persons' or entities' Liens, Claims or interests in and to the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, any of its affiliates, its successors, assets or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, any of its affiliates, its successors, assets or properties; (iii) creating, perfecting, or enforcing any Lien or other Claim against the Purchaser, any of its affiliates, its successors, assets, or properties; (iv) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due to the Purchaser, any of its affiliates or successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the

provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets. On the Closing Date, or as soon as possible thereafter, each creditor is authorized and directed, and the Purchaser is hereby authorized, on behalf of each of the Debtors' creditors, to execute such documents and take all other actions as may be necessary to release Liens, Claims and other interests in or on the Purchased Assets (except Permitted Liens and Assumed Liabilities), if any, as provided for herein, as such Liens may have been recorded or may otherwise exist.

32. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Asset Purchase Agreement and this Order.

33. The Purchaser has given substantial consideration under the Asset Purchase Agreement for the benefit of the Debtors, their estates and creditors. The consideration provided by the Purchaser for the Purchased Assets under the Asset Purchase Agreement is fair and reasonable and accordingly the purchase may not be avoided under section 363(n) of the Bankruptcy Code.

34. Unless otherwise set forth in this Order, notwithstanding any provision in the Asset Purchase Agreement to the contrary, nothing therein or in this Order shall serve to affect the liabilities of any affiliate of the Debtors whose equity is being sold to the Purchaser.

35. Except to the extent expressly included in the Assumed Liabilities or otherwise included in the Asset Purchase Agreement and Transition Services Agreements, or by applicable

law or statute, the Purchaser and its affiliates shall have no liability, obligation or responsibility under the WARN Act (29 U.S.C. §§ 210 *et seq.*), the Comprehensive Environmental Response Compensation and Liability Act or any foreign, federal, state or local labor, employment or Environmental Law by virtue of the Purchaser's purchase of the Purchased Assets or assumption of the Assumed Liabilities.

Other Provisions

36. At and simultaneous with the Closing, the Purchaser shall pay to the Sellers the Seller's Cash to the Debtors for the purpose of funding the wind-down expenses of the Debtors; provided, however; that if such amount exceeds the actual wind-down expenses of the Debtors, such funds may be used by the Debtors as permitted by the Bankruptcy Code or this Court.

37. The Purchaser shall assume the Assumed Liabilities set forth in the Asset Purchase Agreement.

38. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

39. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) these chapter 11 cases, (ii) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (ii) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Asset Purchase Agreement

or the terms of this Order, including, without limitation, the distribution of net Sale proceeds authorized above.

40. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

41. The failure specifically to include any particular provision of the Asset Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the Asset Purchase Agreement (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

42. Notwithstanding section 2.4(m) of the Asset Purchase Agreement, any other section of the Asset Purchase Agreement or other provisions of this Order to the contrary, for so long as the food processing plant located in Baxter Springs, Kansas (the "Baxter Plant"), which was acquired by the Purchaser pursuant to the Asset Purchase Agreement, is operational and discharging process wastewater, the Purchaser shall comply with all requirements set forth in paragraphs 29 through 40 (and paragraphs 4 and 5, only insofar as such paragraphs apply to paragraphs 29 through 40) of the Consent Decree (as defined in the Asset Purchase Agreement); provided, however, that subject only to the foregoing, the Purchaser shall acquire the Baxter Plant pursuant to the Asset Purchase Agreement free and clear of all liens, claims, encumbrances and other interests (excluding any Assumed Liabilities) arising under the Consent Decree, which liens, claims, encumbrances and other interests may arise in the future or have previously arisen, including, without limitation, the outstanding balance of the civil penalty assessed pursuant to

the Consent Decree, which balance shall be equal to and no greater than \$242,000 (the "Civil Penalty"); provided, further, that the Civil Penalty shall be deemed an allowed general unsecured claim solely against the Debtors, with respect to which the United States shall not be required to file a proof of claim. For the avoidance of doubt, the Consent Decree is not an executory contract subject to assumption and assignment pursuant to section 365 of the Bankruptcy Code.

43. Upon the Closing, all claims, liens and security interests arising under the Secured Subordinated Notes Credit Documents shall be deemed paid, satisfied and released in full and the Noteholders, Mistral Chef Holdings, LLC, Mistral Capital Management, LLC, and their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates, and predecessors in interest (collectively the "Mistral Parties") shall be deemed to release the Debtors from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations of every type, including, without limitation, any claims arising from any actions relating to any aspect of the relationship between the Mistral Parties and the Debtors and their affiliates, provided, however, to the extent any Mistral Party has an indemnification claim against any of the Debtors which claim is covered by applicable insurance, the Mistral Party may assert such claim provided, however, any such claim shall be limited to the amount of such insurance.

44. Section 2.1(s) of the Asset Purchase Agreement shall be stricken and Section 2.1(r) of the Asset Purchase Agreement shall be amended to provide as follows:

2.1(r) all rights, claims, credits, causes of action, demands, privileges of Seller against third parties relating to the Purchased Assets, or rights of set off against third parties of such Seller relating to the Purchased Assets, including all causes of action under sections 544 through 553 of the Bankruptcy Code related to the causes of action previously identified in this section 2.1(r) (including any preferences or fraudulent

conveyance claims) provided, however, the Purchaser agrees that it shall not pursue such causes of action under sections 544 through 548 either informally or formally.

45. Notwithstanding anything contained in the Asset Purchase Agreement or any other ancillary document, the Debtors' estates shall retain, free and clear of any and all liens and security interests, all funds (\$426,000) currently in the segregated account established pursuant to this Court's *Final Order Determining Adequate Assurance of Payment For Future Utility Services*.

46. For the avoidance of doubt, the Chase Equipment Finance, Inc. equipment financing agreement listed on the Debtors' cure notice [Docket No. 161] (the "Chase Financing Agreement") is not an executory contract subject to assumption and assignment pursuant to section 365 of the Bankruptcy Code. ~~Further, unless otherwise agreed between the Purchaser of the Asset Purchase Agreement, the Purchaser shall acquire the equipment and IPMorgan Chase Bank, N.A., as successor in interest to Chase Equipment Finance, Inc., subject to the Chase Financing Agreement (the "Equipment") for ("IPMorgan") at 11:59 p.m. (ET) on November 20, 2011, the automatic stay imposed under section 362 of the Bankruptcy Code shall be lifted for the limited purpose of allowing IPMorgan obligation (solely with respect to the liens of JPMorgan Bank, N.A. as to (i) remove the equipment subject to the Chase Financing Agreement (the "Equipment") from the premises where such Equipment is located, (ii) take possession of and title to the Equipment, arising under the Chase Financing Agreement) by the Purchaser and (iii) be entitled to retain, use, sell, lease or otherwise dispose of the Equipment in any manner. In addition, Purchaser shall be required to provide JPMorgan such access to the premises where the Equipment is located as is required by JPMorgan to deinstall, disassemble, pack, crate and remove the Equipment and Purchaser shall not be entitled to use the Equipment prior to IPMorgan's removal of such Equipment absent IPMorgan's express written consent and shall provide insurance for the Equipment from the Closing Date of the sale until JPMorgan removes the Equipment.~~ Further, in accordance with the provisions of the Chase Financing Agreement, the Purchaser shall acquire the equipment and IPMorgan Chase Bank, N.A., as successor in interest to Chase Equipment Finance, Inc., subject to the Chase Financing Agreement (the "Equipment") for ("IPMorgan") at 11:59 p.m. (ET) on November 20, 2011, the automatic stay imposed under \$715,000, which amount will be payable as a lien satisfaction payment section 362 of the Bankruptcy Code shall be lifted for the limited purpose of allowing IPMorgan obligation (solely with respect to the liens of JPMorgan Bank, N.A. as to (i) remove the equipment subject to the Chase Financing Agreement (the "Equipment") from the premises where such Equipment is located, (ii) take possession of and title to the Equipment, arising under the Chase Financing Agreement) by the Purchaser and (iii) be entitled to retain, use, sell, lease or otherwise dispose of the Equipment in any manner. In addition, Purchaser shall be required to provide JPMorgan such access to the premises where the Equipment is located as is required by JPMorgan to deinstall, disassemble, pack, crate and remove the Equipment and Purchaser shall not be entitled to use the Equipment prior to IPMorgan's removal of such Equipment absent IPMorgan's express written consent and shall provide insurance for the Equipment from the Closing Date of the sale until JPMorgan removes the Equipment.

47. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Asset Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to Purchaser; (b) interpret, implement and enforce the provisions of this Order; and (c) protect Purchaser against any Liens, Claims or other interest in or against the Sellers or the Purchased Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale.

48. Nothing in this Order or the Asset Purchase Agreement (a) releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order or (b) authorizes the transfer or assignment to Purchaser of any license, permit, registration, authorization, or approval of or with respect to a governmental unit without Purchaser's complying with all applicable legal requirements under non-bankruptcy law governing such transfers or assignments.

49. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

50. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective immediately upon its entry.

51. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in these chapter 11 cases, the terms of this Order shall govern.

Dated: November 15, 2011
Wilmington, Delaware


THE HONORABLE KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE

52. The Purchaser agrees to abide by the terms of the Stipulation By and Between Chef Solutions Holdings, LLC and the City of Baxter dated as of November 4, 2011, until such time as the Purchaser and the City of Baxter ("Baxter") agree otherwise. Purchaser shall pay Baxter an application fee of \$25,190; in exchange, Baxter shall provide the Purchaser with an uninterrupted water supply to the Baxter, Kansas facility (the "Baxter Facility") and an uninterrupted right to discharge process wastewater from the Baxter Facility. The payment of the application fee is not a cure claim and does not limit or effect any prepetition or administrative claim due from Debtors to Baxter; provided, however, that any administrative claim owed to Baxter shall be solely limited to post-petition monthly utility fees. Baxter's ability to assert any other pre-closing administrative claim against the Debtors, if any, is preserved. The Purchaser shall have no other liability with respect to amounts owed by the Debtors to Baxter on account of prepetition liabilities, nor shall the Purchaser be required to pay any additional amounts to Baxter, other than monthly utility fees in the ordinary course.

EXHIBIT A

Asset Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BETWEEN

RMJV, L.P.,

CHEF SOLUTIONS INC. and
THE OTHER SELLERS PARTY HERETO

AND

solely with respect to the last sentence of Section 8.13(c),
RESER'S FINE FOODS, INC.

Dated as of October 4, 2011

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of October 4, 2011 (this "Agreement"), by and among Chef Solutions Inc., a Delaware corporation ("Chef Solutions"), Orval Kent Holdings, Inc., a Delaware corporation ("Orval Kent Holdings"), Orval Kent Intermediate Holdings, Inc., a Delaware corporation ("Orval Kent Intermediate"), Orval Kent Parent, LLC, a Delaware limited liability company ("Orval Kent Parent"), Orval Kent Food Company, LLC, a Delaware limited liability company ("Orval Kent"), and Orval Kent Food Company of Linares, LLC, a Delaware limited liability company ("Orval Kent of Linares"), CS Prepared Foods Holdings, LLC, a Delaware limited liability company ("CS Prepared Foods"), Chef Solutions Holdings, LLC, a Delaware limited liability company ("Chef Solutions Holdings"), CS Distribution Holdings, LLC, a Delaware limited liability company ("CS Distribution Holdings"), CS Distributors Inc. of Ohio, an Ohio corporation ("CS Ohio", and collectively with each of Chef Solutions, Orval Kent Holdings, Orval Kent Intermediate, Orval Kent Parent and Orval Kent, Orval Kent of Linares, CS Prepared Foods, Chef Solutions Holdings, CS Distribution Holdings, the "Sellers" and each individually is a "Seller"), RMJV, L.P., a Delaware limited partnership (the "Purchaser"), and solely with respect to the last sentence of Section 8.13(c), Reser's Fine Foods, Inc., an Oregon corporation. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings ascribed to them in Article I.

WITNESSETH:

WHEREAS, Chef Solutions, Orval Kent Holdings, Orval Kent Intermediate, Orval Kent Parent, Orval Kent and Orval Kent of Linares are related entities with businesses that primarily design, manufacture, market, and sell a variety of fresh and refrigerated food products;

WHEREAS, each of the Sellers intend to file voluntary petitions for relief under chapter 11 of the Bankruptcy Code (collectively, the "Bankruptcy Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") on or promptly following the date hereof (the date of such filings being referred to herein as the "Petition Date"), upon which each of the Sellers will become a debtor-in-possession under the Bankruptcy Code; and

WHEREAS, subject to the terms and conditions herein, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to purchase, acquire and assume from Sellers, pursuant to sections 363 and 365 of chapter 11, title 11 of the United States Code, as amended from time to time (the "Bankruptcy Code"), all of the Purchased Assets and Assumed Liabilities, all as more specifically provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Certain Definitions.

For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Actions” means any litigation, claim, investigation, proceeding or other action.

“Advertising and Marketing Materials” means, to the extent owned by Sellers as of the date hereof, any and all of Sellers’ advertising materials and related designs, patterns, drawings and specifications, pricing and cost documentation, and marketing materials, including historical or archival materials held by Sellers in inventory.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Alternative Transaction” means a transaction involving a sale, pursuant to a Bankruptcy Court order, of all of the Purchased Assets to a purchaser or purchasers other than Purchaser, Reser’s Fine Foods, Inc., or any Affiliates of Reser’s Fine Foods, Inc.

“Auction” means the auction for Sellers’ assets to be scheduled pursuant to and in accordance with the Bidding Procedures Order.

“Benefit Plan” means any employee contract, benefit plan and material arrangement (including all collective bargaining, stock purchase, stock option, stock buy-in, employment compensation, bonus, commission, incentive, life insurance, health and disability, hospitalization, deferred compensation, pension, profit sharing, 401(k), retirement, post-retirement, severance, termination, change in control, separation, vacation, sickness, insurance, welfare, bonus plans and agreements, contracts and arrangements with trustees, insurance companies, or others relating to any such employee benefit plans).

“Bidding Procedures” means the bidding procedures to be established in connection with the sale and auction of the Sellers’ assets, which, among other things, establishes a date by which competing offers must be submitted by bidders, as set forth in Exhibit F attached hereto.

“Bidding Procedures Order” means the order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser and substantially in the form of Exhibit E attached hereto, approving, *inter alia*, the (a) Bidding Procedures, (b) the Break-Up Fee and (c) the Expense Reimbursement.

“Business” means the business of Sellers, including the design, manufacture, market, and sale of a variety of fresh and refrigerated food products.

“Business Day” means any day of the year on which national banking institutions in New York are open to the public for conducting business and are not required or authorized to close.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contract” means any written contract, indenture, note, bond, lease or other agreement.

“Cure Amounts” means all monetary defaults under any Assigned Contract, including all actual or pecuniary losses, if any, that have resulted from such defaults, as determined by the Bankruptcy Court, necessary to cure all such defaults.

“Designee” means one or more Affiliates of Purchaser as may be designated by Purchaser in its sole discretion as an entity to whom certain Purchased Assets and Assumed Liabilities will be transferred at the Closing; *provided* that any such Designee has agreed in writing (in form and substance reasonably satisfactory to the Sellers) to comply with any post-Closing covenants of the Purchaser to the extent they relate to such Purchased Assets and Assumed Liabilities, to the same extent as if such Designee were the Purchaser hereunder.

“DIP Facility” means the debtor-in-possession financing facility to be provided by Wells Fargo Capital Finance, Inc. and Reser’s Fine Foods, Inc., following the commencement of the Bankruptcy Cases.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (design specifications, functional requirements, operating instructions, logic manuals, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials related to the Purchased Assets in each case whether or not in electronic form.

“Domestic Intellectual Property” means all Purchased Intellectual Property that pertains to geographic areas within the United States.

“Environmental Claims” means any accusation, allegation, notice of violation, claim, demand, abatement, or order of direction (conditional or otherwise) by any governmental authority or any person or entity for personal injury (including sickness, disease or death), tangible or intangible property damage, damage to natural resources, trespass, nuisance, pollution, contamination or other adverse impacts or effects to property, persons or the environment, or for fines, penalties, or restrictions or any investigation, remediation, cleanup or closure requirements, resulting from or based upon: (1) the existence or release of (including, without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills), or

exposure to, any Hazardous Substance, chemical, material, pollutant, contaminant, or audible noise in, into or onto the environment (including, without limitation, the air, ground, water or any surface); (2) the transportation, storage, treatment, or disposal of Hazardous Substances; or (3) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit or license of or from any Governmental Body, agency or court relating to environmental matters.

“Environmental Laws” shall mean any federal, state, local or foreign law, statute, ordinance, rule, regulation, or treaty; all judicial administrative, and regulatory orders, judgments, decrees, permits, and authorizations; and common law relating to: (a) the protection of human health, the environment or natural resources; (b) the investigation, remediation or restoration of the environment or natural resources; (c) the handling, use, storage, treatment, disposal, release or threatened release of any Hazardous Substance; or (d) noise, odor, pollution, contamination, land use, or any injury or threat of injury to persons or property related thereto. The definition of Environmental Laws shall include the applicability of the following statutes: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901, et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601 et seq., the Clean Water Act, as amended, 33 U.S.C. § 1251, et seq., the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq., the Hazardous Material Transportation Act, as amended, the Occupational Safety and Health Act, the Oil Pollution Act, 33 U.S.C. §§40 et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§116 et seq., the Federal Insecticide, Fungicide and Rodenticide Act., 7 U.S.C. §§136 et seq., the Atomic Energy Act, 42 U.S.C. §§2011 et seq., and the Hazardous Materials Transportation Act, 42 U.S.C. §§1801 et seq., and all rules or regulations promulgated under such statutes, and any other similar statute, regulation or ordinance now or hereafter enacted.

“Environmental Liabilities and Costs” means all liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including, without limitation, all reasonable fees, disbursements and expenses of counsel, expert and consulting fees, monitoring costs, and costs of investigation and feasibility studies), fines penalties, sanctions and interest, incurred as a result of any Environmental Claim, or demand, by any person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, including any Environmental Law, permit, order or agreement with a governmental authority or other person, arising from any Environmental Law, health or safety conditions, or the release of any Hazardous Substances into the environment, resulting from the past, present or future operations of a business entity.

“Environmental Permits” means all permits, licenses, certificates, approvals, authorizations, regulatory plans, disclosure and reporting requirements or compliance schedules required by applicable Environmental Laws, or issued by a Governmental Body pursuant to applicable Environmental Laws, or entered into by agreement of the party to be bound, relating to activities that affect human health or the environment, including, without limitation, permits, licenses, certificates, approvals, authorizations, regulatory plans, disclosure and reporting requirements and compliance schedules for air emissions, chemicals stored, transported or used by Sellers, water discharges, pesticide and herbicide or other agricultural chemical storage, use

or application, and Hazardous Substances or Solid Waste generation, use, storage, treatment, and disposal.

“Excluded Contracts” means any Contract to which any Seller is a party with the exception of any Assigned Contract forming a part of the Purchased Assets.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hazardous Substances” means (a) any oil, petroleum product, or by-product, flammable substances, explosives, radioactive materials, polychlorinated biphenyls, asbestos-containing materials, lead containing paint or plumbing, hazardous wastes, toxic wastes or substances or any other wastes, materials or pollutants defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “extremely hazardous waste”, “restricted hazardous waste”, or “toxic substances” under any applicable Environmental Law; and (b) any other commercial products, chemical, material, waste, or substance, exposure to which is prohibited, limited or regulated by any governmental environmental authority; any other material or substance which has in the past or could in the future constitute a health, safety, or environmental hazard to any person or property; and pursuant to any Environmental Law.

“Improvements” shall mean all buildings, structures, and other improvements of any and every nature located on the Real Property and all fixtures attached or affixed, actually or constructively, to the Real Property or to any such buildings, structures, or other improvements.

“IP Contracts” means any and all executory contracts relating to the Purchased Intellectual Property, and all written agreements containing a grant, either from a third party to any Seller or from any Seller to any third party, of the right to use any Purchased Intellectual Property, Technology, or Software.

“Junior Participation Agreement” means the junior participation agreement, dated as of March 18, 2011 between Wells Fargo Capital Finance, Inc., and Mistral Chef Holdings, LLC, as amended, restated, supplemented or otherwise modified from time to time.

“Law” means any federal, state, local or foreign law, statute, code, ordinance, rule or regulation.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or claims or any proceedings by or before a Governmental Body.

“Liability” means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

“Lien Satisfaction” means the amount of any Lien that is not a Permitted Lien which is paid or assumed by Purchaser in order to acquire a Purchased Asset free and clear of all Liens, as determined by the Bankruptcy Court pursuant to Section 506 of the Bankruptcy Code.

“Loan and Security Agreement” means the loan and security agreement, dated as of September 29, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including, specifically, the Junior Participation Agreement) by and among, on the one hand, the lenders from time to time party thereto, and Wells Fargo Capital Finance, Inc. (f/k/a Wells Fargo Foothill, Inc.), a California corporation, as the arranger and administrative agent for the lenders, and on the other hand, Chef Solutions, CS Distributors, Inc. of Ohio (f/k/a I and K Distributors, Inc.), an Ohio corporation, and Orval Kent, CS Prepared Foods Holdings, LLC (f/k/a CS Prepared Foods Holdings, Inc.), a Delaware limited liability company, and CS Distribution Holdings, LLC (f/k/a CS Distribution Holdings, Inc.), a Delaware limited liability company.

“Local Bankruptcy Rules” means Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

“Material Adverse Effect” means (a) a material adverse effect on the Purchased Assets, taken as a whole, or (b) a material adverse effect on the ability of the Sellers to consummate the transactions contemplated by this Agreement; provided, however, that the following shall not be considered when determining whether a Material Adverse Effect has occurred: any change, event, effect or occurrence (or changes, events, effects or occurrences taken together) resulting from: (i) any change in the United States or foreign economies or securities or financial markets in general; (ii) any change that generally affects any industry in which any Seller operates; (iii) any action taken by Purchaser or its Affiliates, including any such action with respect to the transactions contemplated hereby with respect to any Seller; (iv) any matter of which Purchaser is aware on the date hereof, or which is taken in accordance with a request or the consent of Purchaser; (v) the effect of any changes in applicable Laws or accounting rules; (vi) the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated by this Agreement; (vii) any continuation of an existing adverse trend or condition; or (viii) the filing of, or the pendency of, the Bankruptcy Cases, and any action approved by, or motion made before, the Bankruptcy Court and effects thereof.

“Material Contracts” means all agreements, joint venture agreements, purchase orders and any other purchase and sale agreements, service agreements, license agreements, technology agreements, manufacture or vendor agreements, supply agreements, debt agreements and any other agreements related to the Purchased Assets to which any of the Sellers is a party or by which any of them is bound that (a) require aggregate payments by or to the Sellers in excess of \$50,000, (b) have a term of more than one year (that cannot be terminated at will by the applicable Seller) and/or (c) involve the license of software that is material to the operations of the Business taken as a whole. Material Contracts shall not include the Real Property Leases set forth on Schedule 5.10(b).

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

“PACA Claim” means the amount required to satisfy all claims in full, in cash, under the Perishable Agricultural Commodities Act, Title 7 of the United States Code, Chapter 20A.

“Parties” means the Sellers and Purchaser.

“Permitted Liens” means liens expressly disclosed to and accepted in writing by Purchaser and (i) all easements and rights of way reflected in policies of title insurance which have been made available to or are obtained by Purchaser; (ii) zoning, entitlement and other land use and environmental regulations by any Governmental Body provided that such regulations have not been violated; (iii) title of a lessor under a capital or operating lease, (iv) liens for current year real property taxes not yet due and payable, and (v) unrecorded easements, covenants, rights of way and other similar restrictions that do not adversely affect in any material respect the current use of the applicable property.

“Permits” means any approvals, authorizations, consents, licenses, permits or certificates of a Governmental Body.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity.

“Products” means any and all products developed, manufactured, marketed or sold by any Seller, whether work in progress or in final form.

“Purchased Intellectual Property” means all of Sellers’ right, title and interest in and to all intellectual property of any kind or nature related to Sellers’ brands, including the “Chef Solutions” brand, the “Orval Kent” brand and all other brands, and all intellectual property of Sellers (the “Brand Properties”), including the following to the extent relating to, arising under or used in connection with the Brand Properties:

- (i) all registered trademarks and service marks, unregistered trademarks and service marks, trade names, service names, corporate and brand names (including but not limited to all of Sellers’ rights to the trademark and/or trade name “Orval Kent”, “Reno’s”, “Chef Solutions”, “Yoder’s”, “Bernea Farms”, “Michigan,” [“Its Grandma Good,” “Citrus Sensations,” “Green Hill,” “Mrs. Crockett’s Kitchens,” “Signature,” “Signature Salads,” “Fresh Creative Foods,” “Bistro 28,” “Fresh Toss,” “Prepared for You,” “Michigan Brand,” “Deli-Mates,” “Salad Juniors,” and “My Premier”]¹), all trade dress rights, designs, logos, product names, slogans, Internet domain names, “.com” domain names (including <www.orvalkent.com>), corporate names and general intangibles of a like nature, and including any common law rights, all registrations and applications therefor, together with all translations, adaptations, derivatives and combinations thereof, including any and all goodwill associated with any of the foregoing, worldwide, and all rights of any Seller under any related trade mark license agreements

¹ Chef to confirm ownership of these marks.

otherwise transferred to Purchaser pursuant to this section, (collectively, "Marks");

(ii) all rights in copyrights, including all registered and unregistered statutory and common law copyrights and applications therefor and other rights of authorship and exploitation, mask work rights, and all other rights of a similar nature, literary, artistic or other works, and all registrations, applications, and renewals in connection therewith (collectively, "Copyrights");

(iii) all inventions and discoveries (whether or not patentable and whether or not reduced to practice), proprietary data, formulae, research and development data, improvements thereto, and all patents, patent applications, invention disclosure, and other rights of invention, worldwide, including any additions, provisionals, continuations, divisionals, continuations-in-part, continued prosecution applications, reissues of patent applications and patents issuing thereon, and re-examination patents or applications thereof or any other applications or patents claiming benefit of the filing date of any such application or patent or, registrations, applications for registrations and any term extension or other action by a Governmental Body which provides rights beyond the original expiration date of any of the foregoing (collectively, "Patents");

(iv) all contents of Sellers' websites, all uniform resource locators (URLs) and all of the registered and unregistered statutory and common law copyrights contained therein, together with all registrations, renewals and applications therefor, all goodwill associated therewith;

(v) all of Sellers' right, title, and interest in and to licenses and sublicenses of intellectual property of any kind granted by or to any Seller on an inter-company or intra-company basis that are not subject to assumption and assignment under section 365 of the Bankruptcy Code;

(vi) all of Sellers' right, title, and interest in and to licenses, sublicenses and intellectual property of any kind granted to any Seller in connection with the Business that are not subject to assumption and assignment under section 365 of the Bankruptcy Code;

(vii) all Software and Technology and Advertising and Marketing Materials of Sellers;

(viii) all mask works, net lists, trade secrets and confidential business information, including ideas, research and development, know-how, formulas, recipes, compositions, manufacturing and production processes and techniques, technical data, databases, customer lists and contact information, supplier lists, and business and marketing plans and proposals;

(ix) other proprietary rights and copies and tangible expressions thereof;

- (x) any and all customer information, including contact information, e-mail addresses, and other purchasing history and related information to the extent disclosable and transferable by applicable law;
- (xi) any and all corporate names relating to the "Orval Kent," "Reno's," "Chef Solutions," "Yoder's," "Bernea Farms," "Michigan," or "My Premier" brands; and
- (xii) all claims, causes of action and rights relating to the Purchased Intellectual Property, including rights to sue for past, present, and future infringement of the foregoing.

"Remedial Action" means all actions required or voluntarily undertaken to: (1) investigate, clean up, remove, remediate, treat or in any other way address Hazardous Substances or other contaminants in the indoor or outdoor environment; (2) prevent the release or threat of release, or minimize the further release of Hazardous Substances or other contaminants so they do not migrate or endanger, or threaten to endanger public health or welfare, or the indoor or outdoor environment; or (3) perform pre-remedial studies and investigations, post-remedial monitoring and care and closure.

"Representatives" means the directors, officers, employees, legal counsel, accountants, advisors, consultants, agents and other representatives of the Sellers, Purchaser or any other Person.

"Sale Hearing" means the Bankruptcy Court hearing to approve this Agreement and consider entry of the Sale Order.

"Sale Motion" means the motion or supplements thereto of Sellers seeking approval from the Bankruptcy Court for entry of the Bidding Procedures Order and Sale Order.

"Sale Order" means the order or orders of the Bankruptcy Court, substantially in the form attached hereto as **Exhibit G** and reasonably acceptable to Purchaser, which includes those provisions listed in Section 7.1(i) and Section 9.1(e), approving this Agreement and all of the respective terms and conditions hereof, and approving and authorizing Sellers to consummate the transactions contemplated hereby.

"Secured Debt" means without duplication, the aggregate of the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under, the Loan and Security Agreement as of the Closing Date.

"Sellers' knowledge," or the words "known," "to the knowledge of," or "to the best knowledge of," means the actual knowledge of the individuals employed by the Sellers who are listed on Schedule 1.1.

"Software" means, any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (ii) databases and compilations, including any and all data and collections of data,

whether machine readable or otherwise, (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons, and (iv) all documentation including user manuals and other training documentation related to any of the foregoing.

“Solid Waste” shall mean any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material, including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining and agricultural operations, and from community activities.

“Taxes” means (i) all federal, state, local or foreign taxes, charges or other assessments, including all net income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, capital stock, license, withholding, payroll, employment, social security, unemployment, excise, severance, stamp, occupation, property, ad valorem and estimated taxes, and (ii) all interest, penalties, fines, additions to tax or additional amounts imposed by any taxing authority in connection with any item described in clause (i).

“Tax Return” means all returns, declarations, reports, estimates, information returns and statements required to be filed in respect of any Taxes.

“Technology” means, collectively, all designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used or useful in the design, development, reproduction, maintenance or modification of, any of the Products.

“Transaction Documents” means this Agreement, and all other agreements, instruments, certificates and other documents to be entered into or delivered by any party in connection with the transactions contemplated by this Agreement.

“Transfer Taxes” means any sales, use, stamp, documentary stamp, filing, recording, transfer or similar fees or taxes or governmental charges (including any interest and penalty thereon) payable in connection with the transactions contemplated by this Agreement, provided that such Transfer Taxes shall exclude any capital gains taxes, income taxes, taxes due on sale, or other similar fees or taxes or governmental charges (including any interest and penalty thereon).

Section 1.2 Terms Defined Elsewhere in this Agreement. For purposes of this Agreement, the following terms have meanings set forth in the sections indicated:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Allocation	Section 11.2
Assigned Contracts	Section 2.1(c)
Assumed Administrative Liabilities	Section 2.3(a)
Assumed Liabilities	Section 2.3
Avoidance Actions	Section 2.1(r)
Bankruptcy Cases	Recitals
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bankruptcy Rules	Section 7.1(a)
Brand Properties	Section 1.1
Break-Up Fee	Section 4.7(e)
Chef Solutions	Preamble
Closing	Section 4.1
Closing Date	Section 4.1
Company Intellectual Property Rights	Section 5.11(a)
Confidentiality Agreement	Section 8.2
Consent Decree	Section 2.4(m)
Continuing Employees	Section 8.13(a)
Credit Bid	Section 3.1(c)
Deposit	Section 3.2(a)
Employee Liabilities	Section 2.3(c)
Escrow Account	Section 3.3
Escrow Agent	Section 3.3
Escrow Agreement	Section 3.3
Excluded Assets	Section 2.2
Excluded Liabilities	Section 2.4
Expense Reimbursement	Section 4.7(e)
Initial Overbid	Section 7.2(e)
IP Contracts	Section 2.1(a)
JPD Funds	Section 3.2(a)
Leased Real Property	Section 5.10(b)
Leases	Section 5.10(b)
Liens	Section 5.3
Mexican Shares	Section 5.20(a)
Mexican Subsidiaries	Section 2.1(t)
Orval Kent	Preamble
Orval Kent Holdings	Preamble
Orval Kent Intermediate	Preamble
Orval Kent of Linares	Preamble
Orval Kent Parent	Preamble
Overbid	Section 7.2(e)
Owned Real Property	Section 5.10(a)
Permits	Section 5.15

<u>Term</u>	<u>Section</u>
Petition Date	Recitals
Purchase Price	Section 3.1
Purchased Assets	Section 2.1
Purchased Assets Books and Records	Section 2.1(w)
Purchaser	Preamble
Real Property	Section 5.13(b)
Real Property Lease	Section 5.10(b)
Receivables	Section 5.17
Sellers or Seller	Preamble
Seller Marks	Section 8.6
Sellers' Cash	Section 3.1(b)
Severance Plan	Section 2.4(f)
Tangible Personal Property	Section 5.9(a)
Termination Date	Section 4.5(b)
Transferred Contracts	Section 5.8(a)
Transition Services Agreement	Section 8.10
WARN Act	Section 8.13(c)
WARN Laws	Section 8.13(c)

Section 1.3 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

Dollars. Any reference in this Agreement to \$ shall mean U.S. dollars.

Exhibits/Schedules. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

Extent. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and such phrase does not mean simply "if."

Gender and Number. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

Headings. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

Herein. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

Including. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

Section 2.1 Purchase and Sale of Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser (or its Designee) shall purchase, acquire and accept from each Seller, and each Seller shall sell, transfer, assign, convey and deliver to Purchaser (or its Designee), all of such Seller's right, title and interest in, to and under the Purchased Assets and the goodwill of the business associated therewith. "Purchased Assets" shall mean all assets, properties, rights, claims, and interests of any kind or nature whatsoever, wherever located and whether tangible or intangible or real or personal, of each Seller as of the Closing (other than the Excluded Assets), and shall include all of the following subject to adjustment under Section 8.7(b):

- (a) the Purchased Intellectual Property;
- (b) all general intangibles, wherever arising, creating, evidencing, relating to, arising under, or used in connection with the Purchased Intellectual Property;
- (c) all executory contracts of Sellers related to the Purchased Assets (i) set forth on Schedule 2.1(c) for which Purchaser does not provide written notice to Sellers, at any time on or prior to the twenty-first (21st) day prior to the Sale Hearing, that any such contract shall not be assumed by Purchaser (or its Designee) pursuant to this Section 2.1(c) or (ii) which Purchaser provides written notice to Sellers, at any time on or prior to the twenty-first (21st) day prior to the Sale Hearing, that any such contract shall be assumed by Purchaser (or its Designee) pursuant to this Section 2.1(c), in the case of each of clauses (i) and (ii), shall be assumed by and assigned to Purchaser under section 365 of

the Bankruptcy Code (the "Assigned Contracts"), subject to the terms and conditions hereof, including as set forth in Section 2.5;

(d) all executory third party license agreements relating to the Brand Properties and other agreements, license agreements and contracts relating to the Purchased Assets and set forth on Schedule 2.1(d);

(e) all executory contracts relating to Software and Technology and Advertising and Marketing Materials;

(f) all accounts receivable, notes receivable, and other receivables of such Seller (whether or not current and including any amounts received by a Seller in connection therewith after the Closing);

(g) all raw materials, work-in-process, finished goods, other inventory, and related parts and supplies of such Seller, in each case, including all packaging, labels, and other similar items;

(h) all of such Seller's deposits, rebates, or allowances from customers, suppliers, or other business relations of such Seller;

(i) all machinery and equipment owned or leased by such Seller, in each case, including all fixtures, leasehold improvements, vehicles, furniture, office equipment, computers, telephone systems, machinery, tools, spare parts, and all other items of tangible personal property that are (i) located at the Owned Real Property or Leased Real Property, or (ii) set forth on Schedule 2.1(i);

(j) the cars, trucks, vans, material handling equipment, and other motorized vehicles owned or leased by such Seller that are set forth on Schedule 2.1(j), and any and all assignable warranties covering such motor vehicles;

(k) all computer equipment and systems owned or leased by such Seller that are (i) located at the Owned or Leased Real Property or (ii) set forth on Schedule 2.1(k), and any and all assignable warranties covering such items;

(l) those specific prepaid expenses of the Business paid by such Seller and those refunds, credits, rights of recovery and rights of setoff, in each case, set forth on Schedule 2.1(l) and to the extent existing as of the Closing;

(m) all universal product codes for all of such Seller's products;

(n) all of such Seller's rights to bill for and receive payment for products shipped or delivered or services performed but, in each case, unbilled or unpaid prior to the Closing;

(o) all of such Seller's right, title, and interest in the Owned Real Property and Leased Real Property and in all buildings or improvements thereon;

(p) to the extent transferable to the Purchaser, all licenses, permits, warranties, consents, orders, registrations, privileges, franchises, certificates, approvals, and other similar items of such Seller as set forth on Schedule 2.1(p);

(q) all of such Seller's right, title, and interest in all Purchased Intellectual Property, including all applications and registrations related thereto and including all royalties, income, damages, or other payments receivable in connection therewith;

(r) all rights, claims, credits, causes of action or rights of set off against third parties of such Seller, including actions under sections 544 through 553 of the Bankruptcy Code (including any preference or fraudulent conveyance recoveries of such Seller under applicable law), and all other claims or causes of action under any other provision of the Bankruptcy Code or applicable laws (the "Avoidance Actions");

(s) all other causes of action, claims, demands, rights, credits, and privileges of such Seller against third parties relating to the Purchased Assets or otherwise;

(t) all of the issued and outstanding capital stock of Orval Kent Linares SA de CV and Orval Kent Food Company SA de CV (together the "Mexican Subsidiaries") comprising complete, unencumbered, nonassessable ownership of these Mexican corporations;

(u) all of such Seller's signage, advertising, marketing, and promotional materials;

(v) all deposits (including, with respect to Purchased Assets, customer deposits and security deposits for rent, electricity, telephone, equipment or otherwise) and prepaid charges and expenses of such Seller, whether existing as of the Petition Date or paid on or subsequent to the Petition Date; and

(w) all books, records and Documents relating to any and all of the foregoing, including records of account, whether in the form of writing, microfilm, microfiche, tape, or electronic media and all original certificates of registration and renewal, statements of use and evidence of use directly relating to the registered trademarks and service marks relating to the Purchased Intellectual Property (the "Purchased Assets Books and Records"), no matter where located.

Section 2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Purchased Assets shall not include any of the following rights, claims, assets, interests, or property of any Seller (the "Excluded Assets"):

(a) Wheeling, IL facility;

(b) state or federal tax refunds, net operating loss carrybacks or other tax assets or attributes relating to any period on or prior to the Closing;

- (c) all causes of action, claims, demands, rights, credits, and privileges of each Seller against third parties relating to Excluded Assets and Excluded Liabilities;
- (d) all employee Benefit Plans of each Seller;
- (e) all agreements and contracts of each Seller other than (i) the Assigned Contracts or (ii) those identified as a Purchased Asset;
- (f) all directors' and officers' insurance (including extended reporting or "tail" coverage);
- (g) all of each Seller's books and records other than the Purchased Assets Books and Records;
- (h) any and all claims, deposits, prepayments, refunds, rebates, causes of action, rights of recovery, rights of set-off and rights of recoupment relating to any asset or rights of whatsoever kind and nature other than a Purchased Asset, including all deposits, prepayments, and refunds with respect to any agreement or contract not an Assigned Contract;
- (i) all rights of Sellers under this Agreement; and
- (j) all assets listed on Schedule 2.2.

Section 2.3 Assumption of Liabilities. Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, on the Closing Date, Purchaser (or its Designee) shall assume from each Seller and shall pay, perform, discharge, or otherwise satisfy, when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following liabilities, responsibilities, obligations, costs, and expenses of such Seller (collectively, but in all cases excluding the Excluded Liabilities, the "Assumed Liabilities") and no others:

- (a) all administrative expenses in the Bankruptcy Cases, including: (i) Cure Amounts, (ii) liabilities for the Sellers' employees that Purchaser (or its Designee) offers employment to and who accept such offers, which liabilities are not Employee Liabilities, and (iii) trade claims, all of which are entitled to administrative expense priority pursuant to Bankruptcy Code sections 503 and 507(a)(2), up to \$7,500,000 (the "Assumed Administrative Liabilities");
- (b) all Liabilities related to the Purchased Assets arising after the Closing, including contractual obligations arising under the Assigned Contracts;
- (c) accrued but unpaid current regular payroll for the final pay period that is due by Seller through the Closing Date (and Purchaser shall fund Seller's final pay period obligation) and vested and accrued vacation obligations for Sellers' employees that Purchaser (or its Designee) offers employment to and who accept such offers ("Employee Liabilities"); and

(d) all Transfer Taxes, if any, but only to the extent not exempt under the Bankruptcy Code, as applicable to the transfer of the Purchased Assets pursuant to this Agreement.

Notwithstanding the provisions of Section 2.3(a), Purchaser may, but is not obligated to, expressly elect by written instrument (subject to Purchaser's rights in Section 4.5(m)) to assume Assumed Administrative Liabilities in excess of \$7,500,000.

Section 2.4 Excluded Liabilities. Except for the Assumed Liabilities, Purchaser (or any Designee) shall not assume or be deemed to have assumed or agreed to be responsible for any of the liabilities, obligations, debts, and commitments of any Seller or its Affiliates, of whatever kind or nature (whether primary or secondary, direct or indirect, absolute or contingent, known or unknown, liquidated or unliquidated, due or to become due, accrued or not accrued, or otherwise) whether or not arising out of the ownership of the Purchased Assets (collectively, the "Excluded Liabilities"). Without limiting the generality of the preceding sentence, the Excluded Liabilities include the following:

(a) other than as set forth in Section 2.3, liabilities, obligations, and commitments relating to the Purchased Assets;

(b) other than as set forth in Section 2.3, any obligation arising prior to the Closing whether related to the Purchased Assets or otherwise;

(c) except for Transfer Taxes assumed by Purchaser to the extent not exempt under the Bankruptcy Code as set forth in Section 2.3(d), all liability obligations and commitments for Taxes of each Seller (whether relating to Purchased Assets or otherwise);

(d) any and all liabilities or obligations of Sellers, including liabilities for Sellers' indebtedness, direct or indirect, whether fixed, contingent or mixed relating to the Purchased Assets, the Business, or the operation of the Business, whether based on events arising before or after the Closing Date, whether known or unknown, including without limitation those based on tort, contract, statutory, or other claims or involving fines or penalties, disclosed or not disclosed, including any Actions relating to such liabilities for indebtedness, liabilities or obligations not expressly agreed to be assumed as the Assumed Liabilities pursuant to the provisions of this Agreement;

(e) other than as set forth in Section 2.3(a) or 2.3(c), any and all liabilities or obligations relating to the Sellers' employees and Benefit Plans, including, but not limited to, compensation, bonuses, benefits, severance payments, and plans of every kind and nature, vacation, sick time, and all employment related liabilities, claims, or demands;

(f) the obligations imposed on Sellers' pursuant to that certain Chef Solutions, Inc. Severance Pay Plan, as amended and restated effective March 14, 2011 ("Severance Plan"), if any;

- (g) any and all intercompany payable balances, notes, obligations, and liabilities owing by the Sellers to any of its Affiliates;
- (h) any and all product recalls, market withdrawals, or stock recoveries, all warranty claims or Actions for products of the Business, all product returns of the Business, and any and all product liability claims or Actions, all for products of the Business that have a production code date on or before the Closing Date;
- (i) all liability or obligation of Sellers relating to the issuance of securities;
- (j) all liability or obligation of the Sellers incurred in connection with distributions to shareholders, members or partners on any corporate or entity dissolution;
- (k) all Environmental Claims, Environmental Liabilities and Costs, Remedial Actions, liabilities or obligations of the Sellers, known or unknown, under any Environmental Permits, Environmental Claims or Environmental Laws;
- (l) any liability, cost, fee, debt, or obligation associated with Sellers' assignment of a union contract and assumption by Purchaser (as a listed Transferred Contract) that may arise under 29 U.S.C. Sections 1381-1461 (Multi-employer Pension Plan Amendment Act of 1980) and any other federal or state law that governs the assignment of union contracts or any contractual provision of any such union contract;
- (m) all Loss, liability, performances, payments, and affirmative future obligations imposed on Sellers' and/or Orval Kent Food Company, Inc., pursuant to that civil action, consent decree entered into March 16, 2011, and judgment in the United States District Court for the District of Kansas, entitled the United States of America v. Orval Kent Food Company, Inc., civil action number 2:11-CV-02057-JAR-JPO (the "Consent Decree");
- (n) all liabilities, obligations, and commitments of the Sellers in respect of transaction costs payable by them with respect to this Agreement or the transactions contemplated thereby, except as otherwise set forth herein; and
- (o) all liabilities, obligations, and commitments of Seller arising from the Excluded Assets or from the Excluded Liabilities.

Section 2.5 Assigned Contracts/Cure Payments. None of the Sellers may reject any Assigned Contract without Purchaser's prior express written consent. Upon the assumption and assignment of an Assigned Contract to Purchaser (or its Designee), Purchaser (or its Designee) will be responsible for any Cure Amounts due with respect to such Assigned Contract.

Section 2.6 Bulk Sales Laws. To the greatest extent permitted by applicable Law, Purchaser and Sellers hereby waive compliance by Purchaser and each Seller with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser.

Section 2.7 No Assumption of Sellers' Liabilities. Purchaser does not assume and shall not be responsible for any indebtedness, obligations, or Liabilities of the Sellers including, but not limited to, the Excluded Liabilities, whether known or unknown, for all time, relating to the Purchased Assets, the ownership, use, or operation of the Purchased Assets, except as specifically provided as Assumed Liabilities. Except the Assumed Liabilities, Sellers shall be responsible and liable for all indebtedness, liabilities, claims against or contracts of Sellers of any kind or nature whatsoever, including, but not limited to, the Excluded Liabilities, whether known or unknown, and all liabilities, arising from the Purchased Assets prior to the Closing or resulting from the transfer of the Purchased Assets to Purchaser, including, without limitation, any tax liability, any personal property tax, any liability in respect of employment matters, union contracts and obligations, labor relations or practices, any environmental, safety or health liability, or any Liability, and legal, accounting, and other expenses of Sellers in connection with the preparation and execution of this Agreement, the Bankruptcy Cases and the consummation of the transactions contemplated by this Agreement.

Section 2.8 Employee Matters. Sellers shall remain and be responsible for all wages, bonuses, commissions, dues, grievances, vacations, accrued vacation time, accrued sick leave, medical, fringe and/or profit sharing benefits or contributions that are earned, accrued or may accrue, or COBRA continuation health coverage as to any current or former employees, the withholdings, workers' compensation, payroll deductions, replacement of lost or stale dated payroll checks, benefits and claims of its employees, except as provided for in Sections 2.3(a) and 2.3(c). Any liability, claim or cost associated with or arising from any claim of any of the employees or any union that represents employees from Sellers' termination of any employees, any grievance or claim of any nature arising out of any labor agreement, collective bargaining agreement, union contracts, any pension withdrawal liability, or unfunded pension liability from Sellers' termination of any employee (including the WARN Act (except as set forth in Section 8.13(c)), or other employment relationship between Sellers and their employees, any claim for unemployment compensation, or any claim arising out of Sellers' activities prior to the Closing Date or the transactions contemplated by this Agreement shall be the responsibility of Sellers. Purchaser may interview Sellers' employees and determine, in its sole discretion, whether to hire any such employees. The parties to this Agreement agree that Purchaser is not and shall not be deemed to be a successor employer for any employee claims, demands or actions that arose or accrued while such employees were employed by Sellers.

ARTICLE III

CONSIDERATION

Section 3.1 Consideration. In consideration for the Purchased Assets, Purchaser shall, consistent with the terms herein, pay, bid and assume as follows (collectively, the "Purchase Price"):

- (a) pay, in cash or cause to be paid, in cash:
 - (i) the amounts necessary to satisfy in full, and release all Liens on the Purchased Assets arising under the Secured Debt, the DIP Facility, the PACA

Claims, and the Lien Satisfaction, collectively estimated as of the date of this Agreement to total \$35,939,595;

(ii) \$500,000 to Sellers ("Sellers' Cash");

The total Cash Consideration to be paid pursuant to this Section 3.1(a)(i) and (ii) shall not exceed \$39,250,000. Notwithstanding the provisions of the foregoing sentence, Purchaser may, but is not obligated to, expressly elect by written instrument (subject to Purchaser's rights in Section 4.5(m)) to pay Cash Consideration in excess of \$39,250,000.

(b) cause Mistral Chef Holdings, LLC to credit bid \$25,300,000 of its secured claim under the Amended and Restated Securities Purchase and Security Agreement, dated as of October 27, 2010 (as amended, restated, modified, renewed or extended from time to time) by and among Mistral Chef Holdings, LLC, as a holder of Secured Subordinated Notes, Mistral Capital Management, LLC, as the agent for the note holders, and Chef Solutions and certain of its Affiliates, as obligors (the "Credit Bid"); and

(c) assume the Assumed Liabilities.

Section 3.2 Deposit; Payment of Cash Portion of Purchase Price.

(a) Deposit. Concurrently with the execution of this Agreement, Purchaser shall deposit with the Escrow Agent the sum of \$3,643,960 (the "Deposit").

(b) Cash Portion of Purchase Price. At the Closing:

(i) Escrow Agent shall: (i) release Sellers' Cash to Sellers from the Deposit, and (ii) subject to the receipt of the payoff letter or similar document referred to in Section 3.2(b)(ii), pay the Secured Debt in part from the balance of the Deposit; and

(ii) Purchaser shall directly pay the remaining amount of the Secured Debt in full, in cash, as allowed by the Bankruptcy Court, pursuant to payoff letters or similar documents confirming (i) the final payoff amount and (ii) such lienholder's commitment to provide a release of all Liens upon receipt of such payoff and obtain a release of all Liens arising under the Secured Debt;

(iii) Purchaser shall directly pay the DIP Facility to the lienholder(s) in full, in cash, pursuant to payoff letters or similar documents confirming (i) the final payoff amount and (ii) such lienholder's commitment to provide a release of all Liens upon receipt of such payoff and obtain a release of all Liens arising under the DIP Facility;

(iv) Purchaser shall directly pay the PACA Claims to the holders of such PACA Claims in full, in cash; and

(v) Purchaser shall directly pay the Lien Satisfaction to the lienholder(s) in full, in cash, pursuant to payoff letters or similar documents confirming (i) the final payoff amount and (ii) such lienholder's commitment to provide a release of all Liens upon receipt of such payoff and obtain a release of all Liens arising under the amounts paid thereunder.

(c) Method of Payment. All cash amounts required to be paid by Purchaser or Sellers (including the Deposit) under any provision of this Agreement shall be made by wire transfer of immediately available funds, which shall be wired by Purchaser or Sellers, as applicable, no later than 2:00 p.m. (New York time), on the date that such payment is due to an account or accounts designated in writing by such receiving party or the Escrow Account designated in writing by the Escrow Agent. In the event that the date on which such payment is due is not a Business Day, then such payment shall be due on the next Business Day.

Section 3.3 Escrow. By virtue of this Agreement and as security for the obligations of the Sellers, the Deposit shall be held in an escrow account (the "Escrow Account") pursuant to an escrow agreement with Richards, Layton & Finger, P.A. (the "Escrow Agent"), substantially in the form attached hereto as Exhibit H (the "Escrow Agreement").

ARTICLE IV

CLOSING AND TERMINATION

Section 4.1 Closing Date. Subject to the satisfaction of the conditions set forth in Section 9.1, Section 9.2 and Section 9.3 (or the waiver thereof by the party entitled to waive that condition), the sale of the Purchased Assets and the assumption of the Assumed Liabilities provided for in Article II (the "Closing") shall take place at the offices of [●] (or by the exchange of closing deliverables in portable document format (.pdf) or similar electronic format and such other electronic delivery of closing deliverables as is reasonably acceptable to the Sellers and Purchaser) (or at such other place as the parties may designate in writing) at 12:00 p.m. (New York time), on the date that is two (2) Business Days following the satisfaction (or the waiver thereof by the party entitled to waive that condition) of the conditions set forth in Article IX (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions); unless another time or date, or both, are agreed to in writing by the parties hereto. The date on which the Closing shall be held is referred to in this Agreement as the "Closing Date." Unless otherwise agreed by the parties in writing, the Closing shall be deemed effective and all right, title and interest of each Seller to be acquired by Purchaser hereunder shall be considered to have passed to Purchaser as of 12:01 a.m. (New York time), on the Closing Date.

Section 4.2 Deliveries by Sellers. At the Closing, Sellers shall deliver to Purchaser:

(a) a duly executed Assumption Agreement, annexed hereto as Exhibit A;

- (b) a duly executed Assignment and Bill of Sale, annexed hereto as **Exhibit B**;
- (c) duly executed Intellectual Property Assignment in a form suitable for recording in the U.S. Trademark office, annexed hereto as **Exhibit C**;
- (d) a certificate of an executive officer of each Seller to evidence compliance with the conditions set forth in Section 9.1(a) and Section 9.1(b);
- (e) (i) duly executed general warranty deeds for the Owned Real Property;
- (f) a duly executed Transition Services Agreement in accordance with Section 8.10 hereof;
- (g) certificates evidencing all of the shares of the Mexican Subsidiaries, which certificates shall be duly endorsed in blank or accompanied by duly executed stock powers;
- (h) the stock record book, minute book and seal (if any) of the Mexican Subsidiaries;
- (i) resignations of the officers and directors of the Mexican Subsidiaries, if any, requested by Purchaser at least two (2) Business Days prior to the Closing Date, to the extent permitted by applicable law;
- (j) an affidavit stating that no Seller is a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;
- (k) the Sale Order;
- (l) each of the payoff letters or similar documents referred to in Sections 3.2(b)(i) through 3.2(b)(iii) and 3.2(b)(v); and
- (m) any other items required to be delivered by Sellers under the terms and provisions of this Agreement.

Section 4.3 Deliveries by Purchaser. At the Closing, Purchaser shall deliver to Sellers, Escrow Agent or the appropriate third-parties:

- (a) the payments or actions set forth in Section 3.2(b);
- (b) duly executed counterparts to (i) the assumption agreement referred to in Section 4.2(a), (ii) the assignment and bill of sale referred to in Section 4.2(b) and (iii) the intellectual property assignment referred to in Section 4.2(c);

(c) a certificate of an executive officer of Purchaser to evidence compliance with the conditions set forth in Section 9.2(a) and Section 9.2(b); and

(d) a duly executed Transition Services Agreement.

Section 4.4 Further Assurances. Purchaser and each Seller will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other Person for the purpose of giving effect to the transactions contemplated herein or the intentions of the Purchaser and Sellers with respect thereto; provided that nothing herein shall be deemed to require either Purchaser or any Seller to execute or deliver any such further assurance, document or instrument to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon either Purchaser or any Seller by this Agreement. Without limiting the generality of the foregoing sentence, each Seller shall promptly take whatever steps Purchaser reasonably requests, at no material cost to such Seller, to effectuate and perfect the transfer, and otherwise give Purchaser control, of such Seller's internet domain names.

Section 4.5 Termination of Agreement. This Agreement may be terminated prior to the Closing as follows:

(a) by Purchaser any time hereafter, if (i) the Bidding Procedures Order, in form and substance reasonably acceptable to Purchaser and substantially in the form of Exhibit E attached hereto, shall not have been entered by the date that is forty-five (45) days following the Petition Date (as may be extended by the parties in writing) or (ii) the Closing shall not have occurred by the date that is sixty (60) days following the date that the Bidding Procedures Order is entered by the Bankruptcy Court; provided, however, that if the Closing shall not have occurred by the date that is sixty (60) days following the date that the Bidding Procedures Order is entered by the Bankruptcy Court solely as a result of a breach by Purchaser of any of its obligations hereunder, then the Purchaser may not terminate this Agreement pursuant to this Section 4.5(a);

(b) by Purchaser or Sellers, if the Closing shall not have occurred by the date that is one hundred and eighty (180) days following the date hereof (as may be extended by the parties in writing, the "Termination Date"); provided, however, that if the Closing shall not have occurred on or before the Termination Date due to a material breach of any covenants or agreements contained herein by Purchaser or Sellers, then the breaching party may not terminate this Agreement pursuant to this Section 4.5(b);

(c) by Sellers or Purchaser, if Purchaser is not the Winning Bidder (as defined in the Bidding Procedures), subject to the limitations set forth in the Bidding Procedures Order;

(d) by Sellers or Purchaser at any time after any Seller files any Chapter 11 Plan that involves approval of a sale of substantially all or a material portion of the Purchased Assets to a party other than the Purchaser;

(e) by Purchaser, if (i) the Bankruptcy Case is dismissed or converted to a case under chapter 7 of the Bankruptcy Code, (ii) any of the Sellers shall file a motion or other pleading seeking the dismissal of the Bankruptcy Case under section 1112 of the Bankruptcy Code or otherwise or (iii) (x) a trustee under chapter 7 or chapter 11 of the Bankruptcy Code, a responsible officer or an examiner with enlarged powers relating to the operation of the Business (powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code) under section 1106(b) of the Bankruptcy Code shall be appointed in the Bankruptcy Case and (y) the order appointing such trustee, responsible officer or examiner shall not be reversed or vacated with thirty (30) days after the entry thereof;

(f) by mutual written consent of Sellers and Purchaser;

(g) by Purchaser, if any of the conditions to the obligations of Purchaser set forth in Section 9.1 and Section 9.3 shall have become incapable of fulfillment other than as a result of a breach by Purchaser of any covenant or agreement contained in this Agreement, and such condition is not waived by Purchaser;

(h) by Sellers, if any condition to the obligations of any Seller set forth in Section 9.2 and Section 9.3 shall have become incapable of fulfillment other than as a result of a breach by any Seller of any covenant or agreement contained in this Agreement, and such condition is not waived by Sellers;

(i) by Purchaser, if there shall be a breach by any Seller of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 9.1 or Section 9.3 and which breach cannot be cured or has not been cured by the Termination Date; notwithstanding the foregoing, it shall not be a breach of any representations, warranties, covenants and agreements of Sellers contained in Section 5.5 of this Agreement in the event consent of the Federal Trade Commission and/or the United States Attorney General/Anti-Trust Division of the Department of Justice is required to consummate the transaction contemplated by this Agreement;

(j) by Sellers, if there shall be a breach by Purchaser of any representation or warranty, or any covenant or agreement contained in this Agreement which would result in a failure of a condition set forth in Section 9.2 or Section 9.3 and which breach cannot be cured or has not been cured by the Termination Date; notwithstanding the foregoing, it shall not be a breach of any representations, warranties, covenants and agreements of Purchaser contained in Section 6.4 of this Agreement in the event the consent of the Federal Trade Commission and/or the United States Attorney General/Anti-Trust Division of the Department of Justice is required to consummate the transaction contemplated by this Agreement;

(k) by Sellers or Purchaser if there shall be in effect a final nonappealable Order of a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(l) by Purchaser or Sellers, if the Bankruptcy Court shall enter an order approving an Alternative Transaction, subject to the limitations set forth in the Bidding Procedures Order and subject to Purchaser's rights to the Break-Up Fee and the Expense Reimbursement as provided for hereunder and in the Bidding Procedures Order;

(m) by Purchaser, (i) if the amount of Cash Consideration to be paid pursuant to Section 3.1(a)(i) and (ii) exceeds \$39,250,000 and Purchaser has not elected by written instrument to pay such additional cash amount (as calculated at Section 3.1(a)(i) and (ii)) that exceeds \$39,250,000 or (ii) if the amount of Assumed Administrative Liabilities which Purchaser is assuming hereunder exceeds \$7,500,000, and Purchaser has not elected by written instrument to assume Assumed Administrative Liabilities in excess of \$7,500,000;

(n) by Purchaser, if there is a non-curable material default of the DIP Facility that has not been waived following delivery of notice of such default in accordance with the DIP Facility documentation, or the DIP Facility is terminated; or

(o) by Purchaser, if the Bankruptcy Court's Bidding Procedures Order does not authorize the full amount of the Break-Up Fee of \$1,000,000 and the Expense Reimbursement of up to \$500,000.

Section 4.6 Procedure Upon Termination. In the event of termination of this Agreement by Purchaser or Sellers, or both, pursuant to Section 4.5, written notice thereof shall forthwith be given to the other party or parties, and this Agreement shall terminate, and the purchase of the Purchased Assets hereunder shall be abandoned, without further action by Purchaser or Sellers. If this Agreement is terminated as provided herein each party shall redeliver or destroy all confidential non-public documents, work papers and other material of any other party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the party furnishing the same.

Section 4.7 Effect of Termination.

(a) In the event that this Agreement is validly terminated as provided herein, then each of the parties hereto shall be relieved of its duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Sellers; provided, however, that the obligations of the parties set forth in this Section 4.7 and ARTICLE XII shall survive any such termination and shall be enforceable hereunder.

(b) Nothing in this Section 4.7 shall relieve Purchaser or Sellers of any liability for a breach of this Agreement prior to the date of termination. In the event that this Agreement is validly terminated by Sellers pursuant to Section 4.5(j), as their sole and exclusive remedy and complete liquidated damages, the Escrow Agent shall release the Deposit to the Sellers within 2 Business Days after such termination.

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 4.7 shall relieve Purchaser or Sellers of their obligations under the Confidentiality Agreement.

(d) If this Agreement is terminated pursuant to Section 4.5 (other than Section 4.5(j)), then Escrow Agent shall release the Deposit to Purchaser within two (2) Business Days after such termination.

(e) If this Agreement is terminated pursuant to Section 4.5(c), 4.5(d), 4.5(i) or 4.5(l) and any Seller consummates an Alternative Transaction, then Sellers shall pay to Purchaser (A) a break-up fee in the amount of \$1,000,000 (the "Break-Up Fee") plus (B) an amount equal to all reasonable and actual out-of-pocket and third-party costs and expenses (including expenses of counsel and other outside consultants) incurred and documented by Purchaser (or its designated Affiliate(s)) in connection with Purchaser's due diligence investigation of Sellers and the Business and the negotiation, execution and delivery of this Agreement and the other Transaction Documents, the transactions contemplated by this Agreement and the Bankruptcy Case, not to exceed \$500,000 (the "Expense Reimbursement"), in the case of each of clauses (A) and (B), upon the closing of such Alternative Transaction. Such Break-Up Fee and Expense Reimbursement shall have administrative expense priority pursuant to Bankruptcy Code Sections 503(b) or 507 (a)(2). Any payments of the Break-Up Fee or Expense Reimbursement under this Section 4.7 shall be made by wire transfer of immediately available funds to an account designated in writing by Purchaser. The Break-Up Fee and Expense Reimbursement shall be paid solely from the proceeds of such Alternative Transaction as provided in this Agreement.

(f) If this Agreement is terminated pursuant to Section 4.5 (other than Section 4.5(j)), Purchaser's sole and exclusive remedies against the Sellers (whether in contract or tort, under statute, rule, law or otherwise) shall be the remedies set forth in Sections 4.7(d) and 4.7(e), and none of the Sellers shall have any further liability or obligation hereunder. For the avoidance of doubt, neither the Break-Up Fee nor the Expense Reimbursement shall be payable in any circumstance other than as set forth in Section 4.7(e).

(g) Each Seller acknowledges and agrees that (i) the payment of the Break-Up Fee and Expense Reimbursement are integral parts of the transactions contemplated by this Agreement, (ii) in the absence of such Seller's obligations to make these payments, Purchaser would not have entered into this Agreement, (iii) time is of the essence with respect to the approval of any payment of the Break-Up Fee and Expense Reimbursement, and (iv) the Break-Up Fee and Expense Reimbursement shall constitute administrative expenses of such Seller's bankruptcy estate senior to all other administrative expense claims under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

(h) Each Seller shall seek approval of the Break-Up Fee and Expense Reimbursement provided by this Section 4.7 in connection with the Bidding Procedures Order.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in a schedule to qualify a representation or warranty, but for the avoidance of doubt without shifting any Liability to Purchaser, each Seller hereby represents and warrants to Purchaser that:

Section 5.1 Organization and Compliance. Such Seller is a corporation or limited liability company duly organized and validly existing under the laws of its jurisdiction of incorporation. Such Seller has all requisite corporate or limited liability company power and authority to own and transfer the Purchased Assets. CS Prepared Foods Holdings, LLC, a Delaware limited liability company (f/k/a CS Prepared Foods Holdings, Inc.), is the sole shareholder of Chef Solutions, and Chef Solutions is the sole parent of each of the other Sellers, either directly or indirectly. Schedule 5.1 identifies those parties that hold warrants to purchase equity of any of the Sellers.

Section 5.2 Enforceability of Agreement. Subject to the entry of the Sale Order, Sellers have the full corporate or limited liability company power and authority to enter into and execute this Agreement and the other documents contemplated hereby and to carry out the transactions contemplated hereby and thereby in accordance with their respective terms. This Agreement and the other documents contemplated hereby, and all transactions required hereunder and thereunder to be performed by Sellers, will, subject to the Sale Order, have been duly and validly authorized and approved by all necessary corporate or limited liability company action of Sellers. Subject to the Sale Order, each of this Agreement and the other documents contemplated hereby constitute the valid and legally binding obligations of Sellers, and are enforceable against Sellers in accordance with their terms.

Section 5.3 Title. Sellers shall be authorized pursuant to the Sale Order to sell the Purchased Assets free and clear of all liens of any kind (statutory, otherwise, or whether known or unknown, secured or unsecured or in the nature of setoff or recoupment, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or nonmaterial, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Bankruptcy Case, and whether imposed by agreement, understanding, Law, equity, or otherwise, including claims otherwise arising under doctrines of successor liability), encumbrances, claims (as defined in Section 101(5) of the Bankruptcy Code), interests, rights, demands, charges, mortgages, deeds of trust, options, pledges, security interests or similar interests, title defects, hypothecations, security agreements, rights of recovery, rights of first refusal, preemptive rights, judgments, decrees, consent decrees, taxes, conditional sale or other title retention agreements, product liability or any claims based on any theory that Purchaser is a successor, transferee or continuation of each

Seller or such Seller's business, and other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever, including, but not limited to, liens by sellers or suppliers of any farm product (as such term is defined in both the Food Security Act of 1984, 7 U.S.C. Section 1631 et. Seq., and any applicable Uniform Commercial Code) and liens pursuant to state statutory agricultural or producers' lien laws or any other applicable local laws (collectively, "Liens"), other than the Assumed Liabilities, as set forth in the Sale Order. The Sellers must comply with the requirements of the consent decree specified in Schedule 5.3 in connection with the transfer of certain of its real property.

Section 5.4 No Inconsistent Obligations. Neither the execution and delivery of this Agreement or any other documents contemplated hereby, nor the consummation of the transactions contemplated herein or therein in accordance with the Sale Order, will, to Sellers' knowledge, result in a violation or breach of, or constitute a default under, (a) the certificate of incorporation, as amended, certificate of organization, as amended, the bylaws, the operating agreements, or other organizational instruments of any Seller, or (b) any applicable ruling or order of any Governmental Body or applicable law, statute or regulation of the federal or any state government which would invalidate the authority of the Sale Order authorizing the transfer of the Purchased Assets free and clear of all Liens.

Section 5.5 Consents. The execution and delivery by Sellers of this Agreement and the other documents contemplated hereby, and the consummation of the transactions contemplated hereby and thereby in accordance with the Sale Order, (a) except for the parties identified in Schedule 5.5, will not require the consent, approval or action of, or any filing with or notice to, any Person or any public, governmental, judicial, or regulatory authority, other than the Bankruptcy Court, and (b) will not require the consent or approval of members of the board of directors or shareholders of Sellers pursuant to any business combination, takeover, or other similar law, rule, regulation or ordinance, except for those that have been or will be obtained prior to Closing.

Section 5.6 No Violations. To Sellers' knowledge, Sellers are not in default under or in violation of (a) their certificates of incorporation, as amended or their bylaws, or (b) any statute, law, rule, regulation, ordinance, writ, judgment, decree, applicable ruling or order of any administrative or governmental body.

Section 5.7 No Litigation. Except as set forth in Schedule 5.7, there are no actions, demands, suits, claims, arbitrations, investigations, hearings, or legal, administrative, regulatory or other proceedings of any type pending (or, to the knowledge of Sellers, threatened) or instituted against Sellers or any of such Seller's officers, directors, employees, the Purchased Assets or any of the assets, properties or business and relating to the Business (other than with respect to any objection which may be filed in connection with the Bankruptcy Case) and, no Seller has any knowledge of any statement of facts or anticipated event which any Seller in good faith reasonably believes will or may give rise to any such claims, litigation, or proceeding. There are no outstanding orders issued by any federal, state, local or foreign judicial, or administrative authority in any proceeding to which any Seller is or was a party which affect the Purchased Assets. There is not in existence at present any order of any court or other tribunal or agency or self-regulatory body to which a Seller or the Purchased Assets are subject or by which

they are bound. No Seller has received a notice stating that a Seller is in default under any order, license, regulation, or demand of any federal, state, or municipal or other governmental body or with respect to any Order of any court.

Section 5.8 Material Contracts.

(a) Schedule 5.8(a) sets forth a list of all Assigned Contracts that are Material Contracts (the "Transferred Contracts").

(b) Each Transferred Contract is legal, valid, binding and enforceable against the applicable Seller and, to the Sellers' knowledge, each other party thereto, and is in full force and effect (in each case, subject to the Bankruptcy Case and applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law). Except as set forth on Schedule 5.8(b), no Seller is in default under any Transferred Contract and, to the Sellers' knowledge, no other party to any Transferred Contract is in default thereof and no event has occurred or is continuing that constitutes or, with notice or the passage of time, or both, would constitute, a default thereunder. Sellers have delivered or otherwise made available to Purchaser true, correct and complete copies of all Transferred Contracts, together with all amendments, modifications or supplements thereto. Except as set forth on Schedule 5.8(b), no consents or approvals of any Person are required by any Seller to assign any rights under any Transferred Contract to Purchaser. The assignment by any Seller of its rights under the Transferred Contracts to Purchaser at Closing will not result in any violation or default (with or without notice or lapse of time or both) under, or give rise to any right of termination, cancellation or acceleration of any obligation or loss of a benefit under, or give rise to any obligation of Purchaser to make any payment under, or to the increased, additional, accelerated or guaranteed rights or entitlements of any Person under, or result in the creation of any Liens upon any of the properties or assets of Purchaser following the Closing. Other than fulfillment of the obligations, if any, to pay the Cure Amounts, following the Closing, the Purchaser will continue to be permitted to exercise all of its rights under the Transferred Contracts without the payment of any additional amounts or consideration other than the ongoing fees, royalties or payments which the Sellers would otherwise be required to pay pursuant to the terms of such Material Contracts had the transactions contemplated by this Agreement not occurred.

Section 5.9 Personal Property.

(a) Schedule 2.1(i), Schedule 2.1(j) and Schedule 2.1(k) set forth a true and complete list, by category, of all equipment, machinery, vehicles, trailers, computer equipment and systems, and other similar tangible personal property that is owned or leased by Sellers (the "Tangible Personal Property"). The Tangible Personal Property is in good condition and repair, subject to normal wear and tear, suited for the use intended and are and have been operated and maintained in conformity in all material respects with manufacturer's specifications, prudent industry standards and all applicable Laws. There

are no defects or conditions which would cause any such Tangible Personal Property to be or become inoperable or unsafe.

(b) All lessors of any such Tangible Personal Property leased by a Seller have fully and completely performed and satisfied their respective duties and obligations under such leases, and no Seller has brought or threatened any Actions against any such lessor for failure fully and completely to perform and satisfy its duties and obligations thereunder.

Section 5.10 Real Property.

(a) Schedule 5.10(a) contains an accurate and complete list of all owned real property of the Sellers ("Owned Real Property"). Owned Real Property shall exclude the Sellers' interest in real property located in Wheeling, Illinois. With respect to each parcel of Owned Real Property:

(i) Good and Marketable Title. Except as set forth in Schedule 5.10(a)(i), each Seller has good and marketable title to the Owned Real Property, free and clear of any security interests, easements, covenants, or other restrictions, except for (i) installments of special assessments not yet delinquent and (ii) Permitted Liens;

(ii) Pending or Threatened Actions. Except as set forth in Schedule 5.10(a)(ii), there are no (i) pending or threatened condemnation proceedings related to the Owned Real Property; (ii) pending or threatened litigation, including, specifically, construction lien actions, or administrative actions relating to the Owned Real Property; or (iii) other matters adversely affecting the current use, occupancy, or value thereof. To the extent that Sellers are, in good faith, contesting any pending or threatened action, Sellers shall post a bond, of sufficient amount, to cause the release of the Owned Real Property from any claim, action, or Lien;

(iii) Legal Description and Compliance with all Laws. The legal description for the Owned Real Property contained in the deeds thereof describe such parcels fully and adequately, the buildings and improvements are located within the boundary lines of the described parcels of land, are not in violation of applicable setback requirements, zoning laws, and ordinances (and none of the properties or Improvements thereon are subject to "permitted nonconforming use" or "permitted nonconforming structure" classifications), and do not encroach on any easement which may burden the land, the land does not serve any adjoining property for any purpose inconsistent with the use of the land, the property is not located within a flood plain or subject to any similar type restriction for which any permits or licenses necessary to the use thereof have not been obtained, and access to the property is provided by paved public right-of-way with adequate curb cuts available;

(iv) Governmental Approvals. All Improvements presently situated or to be constructed on the Owned Real Property, have received all approvals of Governmental Authorities (including licenses and permits) required in connection with the ownership, construction, occupation, use, or operation thereof and have been operated and maintained in accordance with applicable Laws;

(v) Additional Leases or Agreements. There are no leases, subleases, licenses, concessions, or other agreements, written or oral, granting to any party or parties the right of use or occupancy of any portion of the parcels of Owned Real Property;

(vi) Option. There are no outstanding options or rights of first refusal to purchase the Owned Real Property or any portion thereof or interest therein;

(vii) Possession. There are no other parties in possession of the Owned Real Property or any portion thereof and no Person adversely possesses or has obtained any prescriptive easement in any portion of the Owned Real Property;

(viii) Access. Each parcel of Owned Real Property abuts on and has direct vehicular access to a public road or access via permanent, irrevocable, appurtenant easements benefiting the Owned Real Property;

(ix) Eminent Domain. There is no pending nor, to the Sellers' knowledge, contemplated eminent domain, condemnation, or other governmental taking of the Owned Real Property;

(x) Assessments. There are no special or general assessments which have been levied against or to the Sellers' knowledge are proposed for the Owned Real Property;

(xi) Nonforeign Status. Sellers warrant that they are not a "foreign person" as defined in Section 1445 of the Code;

(xii) Condition of Improvements. There are no material defects in any portions of the Improvements or the Owned Real Property. To the Sellers' knowledge, none of the Improvements are infested with termite or other insects or animals. Conditions caused by ordinary wear and tear and depreciation shall not be considered material defects for the purposes of this representation;

(xiii) Insurability. No Seller has received any formal or informal notice from any insurance company of any defect or inadequacies in the Owned Real Property which would adversely affect the insurability of the Improvements, or which would increase the cost of any insurance beyond that which would ordinarily and customarily be charged for manufacturing property in the vicinity of the Owned Real Property; and

(xiv) Soil Conditions. To the Sellers' knowledge, the surface and subsurface condition of the Owned Real Property is such that it will support the Improvements without present need for additional subsurface excavation, fill, footing, caissons, or other installations and, to the Sellers' knowledge, the Improvements have been constructed in a manner which is compatible with the soil conditions at the time of construction.

(b) Schedule 5.10(b) sets forth the documents which comprise all leases and subleases, including all amendments thereto and guarantees thereof (individually, a "Real Property Lease"), relating to real property leased or subleased by any Seller as of the date hereof (the "Leased Real Property"). Schedule 5.10(b) contains an accurate and complete list of all Leased Real Property of Sellers, together with all Improvements presently situated or to be constructed thereon, rents, issues, and profits thereof, all deferred or unpaid items with respect thereto, all mineral rights on or underneath the Leased Real Property and all easements, appurtenances, and rights appurtenant thereto or otherwise arising in connection therewith granted under the leasehold. Sellers have delivered to Purchaser correct and complete copies of the leases granting the leasehold interests in the Leased Real Property (the "Leases"). With respect to each such Lease:

(i) Full Force and Effect. The Lease is legal, valid, binding, enforceable, and in full force and effect;

(ii) Full Force and Effect after Closing. The Lease will continue to be legal, valid, binding, enforceable, and in full force and effect on identical terms following the Closing;

(iii) No Default or Breach. Except as set forth in Schedule 5.10(b)(iii), no party to the Lease is in breach or default, and no event has occurred which, with notice or lapse of time, would constitute a breach or default or permit termination, modification, or acceleration thereunder;

(iv) No Repudiation. No party to the Lease has repudiated any provision thereof;

(v) No Disputes. Except as set forth in Schedule 5.10(b)(v), there are no disputes, oral agreements, or forbearance programs in effect for the Lease;

(vi) No Assignment or Transfer. Except as set forth in Schedule 5.10(b)(vi), each of the applicable Sellers has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leased Real Property;

(vii) Government Approvals. All leased facilities, including all Improvements presently situated on or to be constructed on the Leased Real Property leased thereunder have received all approvals of governmental authorities (including licenses and permits) required in connection with the

operation thereof and have been operated and maintained in accordance with applicable Laws, rules, and regulations;

(viii) Utilities and Service. All Improvements on the Leased Real Property are supplied with utilities and other services necessary for the operation of said facilities;

(ix) Good and Marketable Title. The owner of the Leased Real Property and the Improvements thereon has good and marketable title to the parcel of real property, free and clear of any security interest, easement, covenant, or other restriction, except for (i) installments of special assessments not yet delinquent and (ii) recorded easements, covenants, and other restrictions which do not impair the current use, occupancy, or value, or the marketability of title, of the property subject thereto; and

(x) Nondisturbance. Except as contemplated by this Agreement, a Seller's possession under each Lease has not been disturbed, nor has any claim been asserted against a Seller adverse to its rights in these leasehold interests. With respect to each of these Leases, except as set forth on Schedule 5.10(b), a Seller is the tenant of a particular Lease (i) is the sole tenant holding the entire leasehold interest free and clear of all Liens; (ii) has good right and authority to assign that Lease to Purchaser as of the Closing Date as herein provided; (iii) has the written consent of the landlord of each such Lease to assign the Lease to Purchaser; (iv) there are no deposits, rent escalations, or deferred obligations on such Leases; and (v) is not in default, and has paid all rentals and other charges due or owing under, these Leases.

Section 5.11 Intellectual Property Rights.

(a) Sellers own all right, title and interest in, or are validly licensed or otherwise possess legally enforceable rights to use, free and clear of all Liens, all domestic and foreign (i) Purchased Intellectual Property; (ii) internet lists, customer and supplier lists and related information, processes, formulae, recipes, methods, schematics, technology, know-how, designs, drawings, artwork, electronic files of artwork, package designs, packaging labels, and trade secrets; (iii) computer software programs or applications, processes, procedures, research records, records of inventions, test information, market surveys, marketing know-how (including source code, executable code, data, databases and documentation); and (iv) other tangible or intangible proprietary information, material or rights (the "Company Intellectual Property Rights"). Schedule 5.11(a) sets forth a complete and accurate list of all registrations and applications for the Company Intellectual Property Rights. Sellers have taken all action reasonably necessary to protect the Company Intellectual Property Rights which is customary in the industry, including, without limitation, use of reasonable secrecy measures to protect the trade secrets included in the Company Intellectual Property Rights.

(b) The execution and delivery of this Agreement and consummation of the transactions contemplated hereby will not result in the breach of, or create on behalf of any third party the right to terminate or modify, any (i) license, sublicense or other agreement relating to the licensing by any Seller of any owned Company Intellectual Property Rights to any third party, (ii) license, sublicense or other agreement to which any Seller is a party and pursuant to which any Seller is authorized to use any third party Intellectual Property Rights, including software that is used in the manufacture of, incorporated in, or forms a part of any product sold by or expected to be sold by any Seller, or (iii) agreement or similar arrangement, in effect as of the date hereof, relating to the use of Intellectual Property Rights by any Seller, including, without limitation, settlement agreements, consent-to-use or standstill agreements, and standalone indemnification agreements, the breach, termination or modification of which would, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Schedule 5.11(b) lists all licenses, sublicenses and other agreements described in clauses (i), (ii) and (iii), together with for those listed in clauses (ii) and (iii) all royalties, license fees, sublicense fees, milestones, maintenance fees or other payment obligations collectively requiring payment in excess of \$25,000 per year by any Seller to any third party for such third party's Intellectual Property Rights that are used in the manufacture of, incorporated in, or forms a part of any product sold by or expected to be sold by a Seller. Sellers have made available to Purchaser a true and correct copy of all agreements required to be set forth in Schedule 5.11(b).

(c) All Company Intellectual Property Rights are valid, subsisting and enforceable, and no claim, suit or other proceeding is pending or, to the knowledge of any Seller, threatened contesting the validity, subsistence, enforceability or use by any Seller of the same. There is no suit, action or proceeding pending against a Seller and no Seller has received any claim or notice (including offer to license) which involves a claim of infringement, misappropriation or other conflict with the any rights of any third party, and are otherwise not aware of any facts which indicate a likelihood of any of the foregoing, and no claim, suit or other proceeding regarding the foregoing is pending, or, to the knowledge of each Seller, threatened. The Sellers' manufacturing, marketing, licensing or sale of products or services, does not infringe upon, misappropriate or otherwise conflict with any rights of any third party. No other Person has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Company Intellectual Property Rights or other proprietary information of any Seller.

(d) All Company Intellectual Property Rights were: (i) developed by employees of a Seller working within the scope of their employment; (ii) developed by officers, directors, agents, consultants, contractors, subcontractors or others who have executed appropriate instruments of assignment in favor of a Seller; or (iii) acquired in connection with acquisitions in which a Seller has obtained appropriate representations, warranties and indemnities from the transferring party relating to the title to such Company Intellectual Property Rights.

(e) The computer software, computer firmware, computer hardware, and other similar or related items of automated, computerized and/or software system(s) that are

used or relied on by a Seller in the conduct of its business are sufficient in all material respects for the current needs of such business.

(f) Each Seller has, in all material respects, collected, used, imported, exported and protected all personally identifiable information, and other information relating to individuals protected by law, in accordance with the privacy policies of such Seller and in accordance with applicable law.

Section 5.12 Inventories. Sellers' inventories, whether finished goods, work in process, or raw materials, are all items of a quality usable or saleable in the ordinary and usual course of the Business, are all merchantable and have an adequate remaining shelf life in accordance with industry standards, except as to inventory items that (a) are not saleable in the ordinary course of business; (b) are not of merchantable quality; (c) do not have an adequate remaining shelf life, in accordance with the industry standards; or (d) have been written down or written off. The values at which inventories are carried in the Sellers' financial statements, financial information, projections and estimates reflect an inventory valuation policy consistent with the Sellers' past practice, consistently applied. At the Closing, all inventory, including packaging materials, shall comply with all applicable federal, state and local laws, regulations and guidelines relating to food safety, labeling, packaging and advertising, including, without limitation, regulations, guidelines and other similar instruments (including, without limitation, the Federal Food, Drug and Cosmetics Act, the Fair Packaging and Labeling Act and the Nutrition Labeling and Education Act, as well as all other laws and regulations for which enforcement authority lies with the U.S. Department of Health and Human Services' Food and Drug Administration, the U.S. Department of Agriculture, the U.S. Federal Trade Commission and the U.S. Department of Homeland Security's U.S. Customs and Border Control agency or other applicable federal or state authority). All inventory (i) is manufactured, stored and delivered in accordance with appropriate "Good Manufacturing Practices" or similar practices promulgated under the relevant acts, regulations and rules, (ii) shall be manufactured, stored and delivered in accordance with all federal and/or state laws and local health and sanitary ordinances or regulations, (iii) shall not be adulterated or misbranded within the meaning of the relevant acts, regulations or rules or under any state laws and local municipal rules and ordinances, as applicable, (iv) shall not be a food product which may not, under the relevant acts, regulations or rules, or under any state laws or local municipal rules and ordinances, be introduced into interstate commerce.

Section 5.13 Environmental Matters.

(a) Environmental Permits. Each Seller holds all Environmental Permits necessary for conducting its business and operations and has conducted, and is presently conducting, its business and operations in full compliance in all material respects with all applicable Environmental Laws and Environmental Permits. There are no existing or pending Environmental Laws with a future compliance date that will require operational changes, business practice modifications or capital expenditures at the Real Property (or any other property presently or formerly owned, operated or controlled by each Seller or as to which a Seller may bear responsibility or liability), or any of the Improvements thereon;

(b) Hazardous Substances. All Hazardous Substances on, in, under or off-site from the Owned Real Property or the Leased Real Property (collectively the "Real Property"), have been properly removed and disposed of. There is no past or present disposal, discharge, spill or other release of, or treatment, transportation, or other handling of Hazardous Substances or Solid Waste on, in, under or off-site from any Real Property or adjacent property, which will subject any Seller or any subsequent owner, occupant, or operator of such Real Property, or adjacent property to Remedial Actions, Environmental Claims, or any Environmental Liabilities and costs, actions or orders. There are no presently pending, or to the best of a Seller's knowledge, threatened Remedial Actions, Environmental Claims, or actions or orders against or involving any of the Sellers (including any other Persons for whose acts or omissions a Seller is responsible) relating to any alleged past or ongoing violation of any Environmental Laws or Environmental Permits, nor is any Seller subject to any Remedial Actions, Environmental Claims, Environmental Liabilities or any Liability, whether known or unknown, absolute or contingent, asserted or unasserted, for any such past or ongoing violation of any Environmental Laws or Environmental Permits, nor is any Seller subject to any Environmental Liabilities or Costs, Remedial Actions or Environmental Claims for any such past or ongoing violation, other than the amounts owed under the Consent Decree. Each Seller has kept all records and made all filings required by applicable Laws with respect to emissions or potential emissions into the environment of solids, liquids, gases, heat, light, noise, radiation, and other forms of matter or energy and the proper disposal of materials; and

(c) Additional Environmental Matters.

- (i) Each Seller has complied with all applicable Environmental Laws;
- (ii) The Real Property (including soils, groundwater, surface water, buildings or other structures) is not contaminated with any Hazardous Substances that may subject Purchaser, or the Purchased Assets to Liability under any Environmental Law;
- (iii) Each Seller is not subject to liability under any Environmental Law for any Hazardous Substance or Solid Waste disposal or contamination on any third party property;
- (iv) Each Seller has not caused or contributed to any release or threat of release of any Hazardous Substance that may subject Purchaser or the Purchased Assets to liability under any Environmental Law;
- (v) Each Seller has not received any notice, demand, letter, claim or request for information alleging that any Seller may be in violation of, or liable under, any Environmental Law;
- (vi) Each Seller is not subject to any Orders, Remedial Actions, Actions, Environmental Claims, requests for information or investigation, or other

arrangements with any governmental entity, nor subject to any indemnity or other agreement with any third party relating to liability under any Environmental Law or relating to Hazardous Substances; and

(vii) There are no circumstances or conditions involving any Seller that could reasonably be expected to result in any Actions, Environmental Claims, Remedial Actions, Environmental Liabilities and Costs, or any other claims, liability, investigations, costs or restrictions on the ownership, use, or transfer of any Real Property pursuant to any Environmental Law.

Section 5.14 Employment Matters.

(a) Labor Matters:

(i) Orval Kent is subject to a collective bargaining agreement with United Food and Commercial Workers International Union, District Local 2. Each Seller is not a party or otherwise subject to any other collective bargaining or other agreement governing the wages, hours, or terms of employment of its employees.

(ii) There is no (A) unfair labor practice complaint against any Seller pending before the National Labor Relations Board or any other governmental authority; (B) labor strike, slowdown, or work stoppage actually occurring or, to Sellers' knowledge, threatened against any Seller; (C) representation petition respecting any Seller's employees pending before the National Labor Relations Board; or (D) grievance or any arbitration proceeding pending, arising out of or under collective bargaining agreements applicable to any Seller.

(iii) No Seller has experienced any primary work stoppage or other organized work stoppage involving its employees in the past two (2) years.

(b) Employment Agreements. Each Seller's employee is an "at-will" employee and there are no written employment, commission, or compensation agreements of any kind between any Seller and any of its employees. No Seller has any agreements or understandings with its employees.

(c) Compensation. Sellers have previously provided to Purchaser a complete and accurate list of all officers, employees, or consultants of each Seller, specifying their names and job designations, the total amount paid or payable as compensation to each Person, and the basis of such compensation, whether fixed or commission or a combination thereof, and accrued benefits for such persons as of the date of this Agreement. Each Seller shall be responsible for payment of all wages, benefits, and claims of its employees, including, but not limited to, payments to the Severance Plan or any claim that may result from the termination of such employees prior to Closing, except as Purchaser expressly assumes or pays pursuant to Sections 2.3(a) and 2.3(c) and Section 8.13(c).

Each Seller has, as of the Closing Date, terminated all employees of such Seller except for those employees subject to any Transition Services Agreement or to be retained by the Sellers to assist with the wind-up of their chapter 11 cases. Where applicable, each Seller shall have complied with all Laws regarding termination of employees, including, specifically, and without limiting the generality of the foregoing, the WARN Act and other than the WARN Indemnity by Reser's Fine Foods, Inc. under Section 8.13(c) each Seller is solely responsible for all liabilities arising from termination of its employees, including, without limitation, accrued compensation, vacation pay, fringe benefits, Benefit Plan compliance and benefits, and payments to the employees of any benefits before the Closing Date, except as Purchaser expressly assumes or pays pursuant to Sections 2.3(a) and 2.3(c).

Section 5.15 Permits. Each Seller is in possession of all permits, licenses, registrations and government authorizations ("Permits") required by the USDA, FDA, or otherwise under applicable Law for the current operation of their business and the Permits are valid and in full force and effect. The Permits are in compliance with the requirements and limitations included in such Permits. No basis exists for the grantor of any of the Permits to terminate the same. No proceeding or action is pending or to Sellers' knowledge, threatened to revoke or amend any of the Permits.

Section 5.16 Insurance. Each Seller currently has and has had insurance coverage to fully protect, indemnify, and reimburse it from and against losses or damage arising from fire, theft, or other casualties, liability for injury to or death of any person, and for damage to any property, workers' compensation, and in general such other insurance as may be usual or customary in the business, including, general liability insurance and products liability insurance. All of the Purchased Assets are covered by such fire, casualty, general liability, products liability, and other insurance policies issued by reputable companies in amounts, scope, and coverage which are adequate and reasonable in light of existing conditions. Schedule 5.16 sets forth a correct and complete list and description of all of the policies of insurance and fidelity or surety bonds carried by each Seller. All of the insurance is in full force and effect. No Seller has failed to give any notice or present any claim under any insurance policy. No Seller has received any notices or failed to act on any recommendations by any insurance company that issued a policy, by any Board of Fire Underwriters or other body exercising similar functions or by any Governmental Body requiring or recommending any repairs or other work to be done on or with respect to any of the Purchased Assets or requiring or recommending any equipment or facilities to be installed on or in connection with any of the Purchased Assets. The workers' compensation and unemployment insurance ratings and contributions of each Seller, as disclosed to Purchaser, are true and accurate. No Seller has knowledge of any proposed increase therein and know of no conditions or circumstances which might result in such increase.

Section 5.17 Receivables. The customer accounts (the "Receivables") of the Sellers whether billed or unbilled are collectible in the ordinary course of business, and in any event no later than 90 days after the date they first became due on the books of account thereof. Each Receivable has arisen only from bona fide transactions in the ordinary course of business for goods or services delivered or rendered. The Receivables are not subject to any valid setoff or counterclaim, do not represent obligations for goods sold on consignment, on approval or on a

sale-or-return basis, and are not subject to any other repurchase or return arrangement. No request or agreement for deduction or discount has been made with respect to any Receivable. Except as set forth on Schedule 5.17, no Person has any Lien on any Receivable.

Section 5.18 Necessary Assets. The Purchased Assets, together with the Excluded Assets, constitute all of the assets used to conduct the Business as operated by each of the Sellers as of the date hereof. Sellers' Affiliates do not own or control any assets necessary for the operation of the Business that are not included in the Purchased Assets or Excluded Assets. The Customer Data and Books and Records include all customer lists, broker lists, vendor lists, customer files, sales promotion literature, business and marketing plans, advertising materials, and market research data reasonably necessary to the operation of the Business.

Section 5.19 Affiliate Transactions. Set forth on Schedule 5.19 is a list of each agreement pursuant to which (a) each Seller provides material services to another Seller, or (b) each Seller provides material services to a Seller's Affiliate or Mexican Subsidiary.

Section 5.20 Mexican Subsidiaries.

(a) With respect to each of the Mexican Subsidiaries, Schedule 5.20 sets forth (i) the full legal name and jurisdiction of organization; (ii) the number of authorized shares of each class of capital stock; (iii) the title and par value of such shares of each class of capital stock; (iv) the number of such shares of each class of capital stock that are validly issued and outstanding (the "Mexican Shares") and (v) the name and address of the shareholders and the number of the Mexican Shares that each own.

(b) All of the Mexican Shares are duly authorized, fully paid and nonassessable. No shares of capital stock of the Mexican Subsidiaries are issued and outstanding, except for the Mexican Shares and no other class of capital stock is issued or outstanding. There are no outstanding options, calls, subscriptions, rights, warrants, contracts or commitments for the issuance or sale by the Mexican Subsidiaries of, or any securities of the Mexican Subsidiaries convertible into or exchangeable for, any shares of capital stock of the Mexican Subsidiaries (whether treasury or issued and outstanding), and there is no agreement or arrangement not yet fully performed which would result in the creation of any of the foregoing. The Mexican Subsidiaries do not have any subsidiaries and do not directly or indirectly own any equity interest or other securities of any person. Orval Kent Linares owns all of the Mexican Shares beneficially and of record, and as of the Closing, free and clear of any Liens. At the Closing, Orval Kent Linares shall transfer to Purchaser (or its Designee), good and valid title to all of the Mexican Shares, free and clear of all Liens.

(c) There are no Liens on any of the assets of the Mexican Subsidiaries, other than liens for Taxes not yet due and payable. The Mexican Subsidiaries do not do business in or derive income from any state, local, territorial or foreign taxing jurisdiction other than those for which all tax returns have been, or will be, furnished to Purchaser. No waiver or extension of any statute of limitations is in effect with respect to Taxes or tax returns of the Mexican Subsidiaries. Schedule 5.20(c) contains an accurate and

complete description of all foreign tax elections and conventions made or adopted by the Mexican Subsidiaries. Schedule 5.20(c) contains an accurate and complete description of the Mexican Subsidiaries' basis in its assets, current and accumulated earnings and profits, tax carryovers, excess loss accounts, tax elections and deferred intercompany transactions.

(d) The Mexican Subsidiaries are not indebted to or subject to any Liens, claims, liabilities, debts, or obligations of any kind or nature owing, now or hereinafter, to Sellers (except for intercompany claims arising in the ordinary course of business), American Specialty Car Holdings, LLC, Questor Management Company, LLC, Mistral Chef Holdings, LLC, Mistral Capital Management, LLC or any Affiliate or related party of any of them. The intercompany claims of Sellers against the Mexican Subsidiaries are Purchased Assets hereunder.

Section 5.21 No Untrue Statements or Omissions. No representation or warranty made by any Seller in this Agreement, and no schedule, exhibit, statement, certificate, agreement, instrument, or other writing furnished to Purchaser by or on behalf of a Seller pursuant to this Agreement, contains or will contain any untrue statement of a material fact or omits or will omit a material fact necessary to make the statements herein and therein not misleading.

Section 5.22 Disclosure. All copies of documents supplied to Purchaser, its agents and its counsel by Sellers, their agents or their counsel in connection with their investigation of the Purchased Assets and the Assumed Liabilities are true, correct and complete copies of the documents they purport to represent.

Section 5.23 No Other Representations or Warranties. Except for the representations, warranties and covenants of Sellers expressly contained herein, none of the Sellers or their representatives, nor any other Person, makes any other express or implied warranty (including any implied warranty of merchantability or fitness for a particular purpose) on behalf of Sellers, including (a) the probable success or profitability of ownership, use or operation of the Purchased Assets by Purchaser after the Closing, (b) the probable success or results in connection with the Bankruptcy Court and the Sale Order, (c) the value, use or condition of the Purchased Assets, which are being conveyed hereby on an "As Is", "Where Is" condition at the Closing, without any warranty whatsoever (including any implied warranty of merchantability or fitness for a particular purpose).

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers that:

Section 6.1 Organization, Standing and Power. The Purchaser is a limited partnership validly existing and in good standing under the laws of its jurisdiction of organization and has all requisite limited partnership power and authority to own and operate its properties and assets, and to carry on its business as currently being conducted.

Section 6.2 Enforceability of Agreement. Purchaser has the full limited partnership power and authority to enter into and execute this Agreement and the other documents contemplated hereby and to carry out the transactions contemplated hereby and thereby in accordance with their respective terms. This Agreement and the other documents contemplated hereby, and all transactions required hereunder and thereunder to be performed by Purchaser, subject to the Sale Order, will have been duly and validly authorized and approved by all necessary limited partnership action of Purchaser. Subject to the Sale Order, each of this Agreement and the other documents contemplated hereby constitute the valid and legally binding obligations of Purchaser, and are enforceable against Purchaser in accordance with their terms.

Section 6.3 No Inconsistent Obligations. Neither the execution and delivery of this Agreement or any other documents contemplated hereby, nor the consummation of the transactions contemplated herein or therein in accordance with the Sale Order, will, to Purchaser's knowledge, result in a violation or breach of, or constitute a default under, (a) the certificate of formation, as amended, limited partnership agreement, or other organizational instruments of Purchaser, (b) any applicable ruling or order of any Governmental Body, (c) any term or provision of any contract or agreement, (d) any writ, order, judgment, decree, law, rule, regulation or ordinance, (e) any other commitment or restriction to which Purchaser is a party, nor will such actions result in the creation of a Lien.

Section 6.4 Consents. The execution and delivery by Purchaser of this Agreement and the other documents contemplated hereby, and the consummation of the transactions contemplated hereby and thereby, subject to the Sale Order, (a) will not, to Purchaser's knowledge, require the consent, approval or action of, or any filing with or notice to, any Person or any public, governmental, judicial, or regulatory authority, other than the Bankruptcy Court, and (b) will not, to Purchaser's knowledge, require the consent or approval of the general partner or limited partners of Purchaser pursuant to any business combination, takeover, or other similar law, rule, regulation or ordinance, except for those that have been or will be obtained prior to Closing.

Section 6.5 No Litigation. To Purchaser's knowledge, there are no material actions, suits, claims, investigations, hearings, or proceedings of any type pending (or, to the knowledge of Purchaser, threatened) instituted against Purchaser challenging the legality of the transactions contemplated in this Agreement (other than with respect to any objection which may be filed in connection with the Bankruptcy Case).

Section 6.6 Due Diligence.

(a) **AS-IS WHERE-IS SALE; DISCLAIMERS; RELEASE. IT IS UNDERSTOOD AND AGREED THAT, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLERS ARE NOT MAKING AND HAVE NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ASSETS, INCLUDING ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(b) PURCHASER ACKNOWLEDGES AND AGREES THAT, UPON THE CLOSING, SELLERS SHALL SELL AND CONVEY TO PURCHASER, AND PURCHASER SHALL ACCEPT, THE PURCHASED ASSETS "AS IS, WHERE IS, WITH ALL FAULTS." PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLERS ARE NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PURCHASED ASSETS OR RELATING THERETO MADE OR FURNISHED BY SELLERS OR THEIR REPRESENTATIVES, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. PURCHASER ALSO ACKNOWLEDGES THAT THE TOTAL PURCHASE PRICE, AS FINALLY DETERMINED PURSUANT TO ARTICLE III, REFLECTS AND TAKES INTO ACCOUNT THAT THE PURCHASED ASSETS ARE BEING SOLD "AS IS, WHERE IS, WITH ALL FAULTS."

(c) PURCHASER ACKNOWLEDGES TO SELLERS THAT PURCHASER HAS HAD THE OPPORTUNITY TO CONDUCT AND DID CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PURCHASED ASSETS AS PURCHASER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE PURCHASED ASSETS AND ITS ACQUISITION THEREOF. PURCHASER HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS INCLUDING LATENT OR PATENT DEFECTS, ADVERSE PHYSICAL OR OTHER ADVERSE MATTERS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S REVIEW AND INSPECTIONS AND INVESTIGATIONS.

(d) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUBJECT TO OBTAINING THE SALE ORDER, PURCHASER WAIVES ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE VALIDITY AND CONDITION OF THE PURCHASED ASSETS AS OF THE CLOSING.

Section 6.7 No Other Representations or Warranties. Except for the representations, warranties and covenants of Purchaser expressly contained herein and in any certificate, instrument, agreement or other writing delivered by or on behalf of Purchaser pursuant to this Agreement, neither Purchaser nor its representatives, nor any other person or entity, makes any other express or implied warranty on behalf of Purchaser.

ARTICLE VII

BANKRUPTCY COURT MATTERS

Section 7.1 Bankruptcy Court Filings.

(a) Each Seller shall use its reasonable best efforts to comply (or obtain an order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy

Procedure (the "Bankruptcy Rules") and the Local Bankruptcy Rules in connection with obtaining approval of the Bidding Procedures Order and the Sale Order. Each Seller and Purchaser acknowledge that to obtain such approval, such Seller must demonstrate that it has taken its reasonable steps to obtain the highest or otherwise best price possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court and, if necessary, conducting the Auction.

(b) Each Seller shall consult with Purchaser and its Representatives concerning the Bidding Procedures Order, the Sale Order, any other Orders of the Bankruptcy Court relating to the transactions contemplated herein, and such Seller shall use its reasonable best efforts to provide Purchaser with copies of all applications, pleadings, notices, proposed Orders and other documents relating to any such proceeding at least one (1) Business Day prior to filing such documents or otherwise submitting them to the Bankruptcy Court.

(c) Each Seller agrees that it shall file the Sale Motion on or within three (3) Business Days after the Petition Date, which motion shall be in a form reasonably satisfactory to the Purchaser, and such Seller shall promptly take all reasonable actions as are requested by Purchaser in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser hereunder and demonstrating that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. Purchaser agrees that it shall use its reasonable best efforts to cooperate with Sellers and furnish affidavits and other documents or information necessary for Sellers to obtain entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser and that Purchaser is a "good faith" purchaser under section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order is appealed, each Seller shall promptly use its reasonable best efforts to defend such appeal at its own cost and expense.

(d) The forms of the Bidding Procedures Order, the Sale Order, and such other related documents submitted to the Bankruptcy Court shall be in form and substance reasonably satisfactory to Purchaser. Each Seller shall each use its reasonable best efforts to obtain on or before the Termination Date, entry of the Sale Order. Sellers and Purchaser shall use their respective reasonable best efforts to cooperate, assist, and consult with each other regarding entry of the Sale Order.

(e) Each Seller acknowledges and agrees that Purchaser has expended considerable time and expense in connection with this Agreement, and the negotiation thereof, and the identification and quantification of assets to be included in the Purchased Assets. In consideration therefor, the Bidding Procedures Order shall provide for the Break-Up Fee and Expense Reimbursement under Section 4.7 as administrative expense claims against the Sellers that are senior to all other administrative expense claims under sections 503(b) and 507(a)(2) of the Bankruptcy Code.

(f) No Seller shall assume or reject any Contract (other than any Contract that is not an Assigned Contract) under section 365 of the Bankruptcy Code without the prior written consent of Purchaser, which consent shall not be unreasonably withheld. Each Seller shall provide notice in accordance with the Bidding Procedure Order or any other Order of the Bankruptcy Court to all known non-debtor parties to the Assigned Contracts (i) that such Seller intends to assume and assign such Assigned Contracts to Purchaser, (ii) of the Sellers' proposed Cure Amounts payable in connection with such assumption and assignment, and (iii) that such parties must file any objection to such assumption and assignment or such Cure Amounts by the deadline set forth in the Bidding Procedures Order or else waive and be estopped from any objection to such assumption and assignment or such Cure Amounts.

(g) Each Seller shall use its reasonable best efforts to obtain, at its expense, to the extent required, all waivers, permits, consents, approvals or other authorizations from Governmental Bodies and all other Persons, and to effect all registrations, filings and notices with or to Governmental Bodies and all other Persons, as may be required for the transfer of Purchased Assets, assumption and assignment of the Assigned Contracts, of the IP Contracts, and the transfer of the Permits, or to otherwise comply with all applicable Laws in connection with the transactions contemplated by this Agreement and to permit Purchaser to own the Purchased Assets, including, but not limited to, notice to the United States Attorney for the District of Kansas, and the United States all as required by the Consent Decree. Each Seller shall keep Purchaser reasonably informed, including providing copies of correspondence and other material information, on a timely basis, as to the status of such Seller's efforts to obtain such waivers, permits, consents, approvals or other authorizations.

(h) Each Seller covenants and agrees that the terms of any proposed order of the Bankruptcy Court that may be filed, proposed or submitted or supported by a Seller prior to or after entry of the Sale Order or consummation of the transactions contemplated hereby shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement, the Bidding Procedures Order or the Sale Order or the rights of Purchaser hereunder or thereunder.

(i) The Sale Order shall be substantially in the form attached hereto as **Exhibit G** and reasonably acceptable to Purchaser, including, among other things, that pursuant to sections 105, 363 and 365 of the Bankruptcy Code:

(i) The Purchased Assets shall be sold to Purchaser (or its Designee) free and clear of all Liens pursuant to Bankruptcy Code 363(f), and the Assumed Liabilities shall be assumed by Purchaser (or its Designee), in each case, pursuant to this Agreement;

(ii) Sellers shall assign to Purchaser (or its Designee) all of the Assigned Contracts as of the Closing Date pursuant to such Order;

(iii) Purchaser shall, on or before the Closing Date or such other date ordered by the Bankruptcy Court, pay or otherwise assume the Cure Amounts to the appropriate parties as ordered by the Bankruptcy Court so as to permit the assumption and assignment of each applicable Assigned Contract pursuant to Bankruptcy Code section 365;

(iv) the transactions contemplated by this Agreement were negotiated at arm's length, that Purchaser acted in good faith in all respects and Purchaser shall be found to be a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code;

(v) the terms and conditions of the sale of the Purchased Assets to Purchaser as set forth herein are approved;

(vi) the Sellers hold good and indefeasible title to the Purchased Assets;

(vii) that the total consideration provided by Purchaser hereunder constitutes fair value for the Purchased Assets;

(viii) Purchaser is acquiring none of the Excluded Assets and is not assuming any of the Excluded Liabilities;

(ix) notice of the transactions contemplated hereby was adequate and proper under the circumstances and to the extent possible was provided to all creditors and parties in interest required to receive such notice pursuant to the Bankruptcy Rules or Order of the Bankruptcy Court, including any and all creditors holding claims, Liens, interests or encumbrances on the Purchased Assets or any of them;

(x) Sellers are authorized and directed to consummate the transactions contemplated by this Agreement and to comply in all respects with the terms of this Agreement;

(xi) the sale process conducted by each Seller and/or its agents (including any auction or bid solicitation process) was non-collusive, fair and reasonable and was conducted in good faith;

(xii) Purchaser and Sellers did not engage in any conduct which would allow the transactions contemplated by this Agreement to be set aside pursuant to Section 363(n) of the Bankruptcy Code;

(xiii) Purchaser shall have no Liability or responsibility for any lien, claim, encumbrance, interests, or Liability of any Seller arising under or related to the Purchased Assets or any other Liability relating to the Business or the Purchased Assets, other than the Assumed Administrative Liabilities and Assumed Liabilities, as expressly set forth in this Agreement, including, but not

limited to, successor or vicarious liabilities of any kind or character, including any theory of antitrust, environmental, successor or transferee liability, labor Law, de facto merger or substantial continuity, and to the fullest extent permissible under the Bankruptcy Code and applicable Law, that Purchaser is not a successor to, or otherwise liable for, the debts or obligations of any Seller, or otherwise relating to the Business or the Purchased Assets, including any Claims for injuries or losses suffered by any persons or property for incidences or circumstances that occurred before the Closing, any environmental Claims or any labor or employment Claims other than as specifically set forth in this Agreement with respect to the Assumed Liabilities, and that any action threatened or commenced or claim made against Purchaser in respect of the Excluded Liabilities of any Seller is and shall be enjoined;

(xiv) Purchaser shall take the assets free and clear and have no liability for any remedies sought by the National Labor Relations Board, or any person under the Severance Plan or any other plan relating to employment termination with a Seller, any collective bargaining agreement, the WARN Act or any state analogue, or ERISA or any liability with respect to COBRA coverage;

(xv) Purchaser shall not be deemed a successor employer to any Seller for the purposes of any liability arising under any WARN Law or any collective bargaining agreement or other labor or employment agreement;

(xvi) the Sale Order is binding upon any successors to each Seller, including any trustees in respect of such Seller or the Purchased Assets in the case of any proceeding under Chapter 7 of the Bankruptcy Code; and

(xvii) Purchaser shall have no liability for any Excluded Liability.

Section 7.2 Bidding Procedures. The Bidding Procedures Order shall be in form and substance reasonably acceptable to Purchaser and substantially in the form of Exhibit E attached hereto, and shall provide that:

- (a) the Breakup-Fee and Expense Reimbursement are approved;
- (b) if an Auction is conducted, the Purchaser or Reser's Fine Foods, Inc. shall be entitled to credit bid using the outstanding balance of its DIP Facility (as defined in the DIP Facility documents), the Expense Reimbursement and the Breakup-Fee as a portion of the Purchaser's Bid;
- (c) if an Auction is conducted, the Credit Bid shall be entitled to be made;
- (d) if the Purchaser is not selected by Sellers as the prevailing bidder, then, notwithstanding anything to the contrary in this Agreement, the DIP Facility documents or otherwise, the Purchaser (or its Affiliate) shall not be required to provide or fund any more amounts pursuant to the terms of the DIP Facility documents;

(e) any qualifying bid must provide sufficient cash to pay in full the DIP Facility, the Breakup-Fee and Expense Reimbursement on the closing of any Alternative Transaction arising from such bid; and

(f) the minimum initial overbid ("Initial Overbid") must be at least \$500,000 in excess of the sum of the Purchase Price plus the Breakup-Fee and Expense Reimbursement, and that if an Initial Overbid is received, subsequent overbids (each such bid, an "Overbid") must be in \$250,000 cash increments over the preceding Overbid.

ARTICLE VIII

COVENANTS

Section 8.1 Access to Information. Each Seller agrees that, prior to the Closing Date, Purchaser shall be entitled, through its officers, employees and representatives (including its legal advisors and accountants), to make such investigation of Sellers' properties, businesses and operations and such examination of the books and records thereof, the Purchased Assets and the Assumed Liabilities as it reasonably requests and to make extracts and copies of such books and records. Any such investigation and examination shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances and shall be subject to restrictions under applicable Law. Each Seller shall cause the officers, employees, consultants, agents, accountants, attorneys and other representatives of such Seller to cooperate with Purchaser and Purchaser's representatives in connection with such investigation and examination, and Purchaser and its representatives shall cooperate with such Seller and its representatives and shall use their reasonable best efforts to minimize any disruption to the Business. Notwithstanding anything herein to the contrary, no such investigation or examination shall be permitted to the extent that it would require any Seller to disclose information subject to attorney-client privilege or conflict with any confidentiality obligations to which any Seller is bound.

Section 8.2 Sellers' Operation Prior to Closing. Prior to the Closing Date, except as otherwise contemplated by this Agreement, Sellers shall, and Sellers shall cause the Mexican Subsidiaries to, be operated in the ordinary course of business and Sellers shall not, and shall not permit the Mexican Subsidiaries to, do any of the following without the prior written consent of Purchaser (to the extent permitted by applicable law) which shall not be unreasonably withheld or delayed:

(a) with respect to the Mexican Subsidiaries only, (i) make any change in its authorized capital stock, organizational documents or other analogous documents, (ii) issue or sell any shares of its capital stock or securities convertible into or exchangeable for its capital stock or (iii) purchase or otherwise acquire for consideration any outstanding shares of its capital stock;

(b) make any expenditure or enter into any commitment or transaction not provided for in the Budget (as defined in the DIP Facility), as may be amended pursuant

to the DIP Facility or as may be permitted within the tolerances or variances provided for in the DIP Facility without triggering an event of default;

(c) (i) sell or license or transfer to any Person any rights to any Purchased Intellectual Property or enter into any agreement with respect to any Purchased Intellectual Property with any Person or with respect to any Purchased Intellectual Property rights of any Person, (ii) buy or license any Purchased Intellectual Property or enter into any agreement with respect to the Purchased Intellectual Property of any Person, or (iii) terminate, fail to renew, abandon, cancel, let lapse, fail to continue to prosecute or defend any Purchased Intellectual Property;

(d) terminate or extend, or materially amend, waive, modify, or violate the terms of, any Contract or Transferred Contract (or agree to do so), or enter into any Material Contract which would have been required to have been disclosed on Schedule 5.8(a) had such Material Contract been entered into prior to the date hereof, other than to the extent related to any revision to the Schedules by Purchaser pursuant to Section 8.7(b) or any addition to the Assigned Contracts set forth on Schedule 2.1(c) pursuant to Section 2.1(c);

(e) engage in or enter into any material transaction or commitment, or relinquish any material right;

(f) except as explicitly required in this Agreement, cause or permit any amendments to its organizational documents or the Mexican Subsidiaries' organizational documents (whether by merger or otherwise);

(g) other than the DIP Facility, enter into any agreement to purchase or sell any interest in real property, grant any security interest in Real Property, enter into any lease, sublease, license or other occupancy agreement with respect to any Real Property or alter, amend, modify or terminate any of the terms of any Leases;

(h) revalue any assets (whether tangible or intangible), including, without limitation, writing off Receivables, settle, discount or compromise any Receivables, or reverse any reserves other than in the ordinary course of business and consistent with past practice;

(i) adopt or change any accounting policies or procedures, including with respect to reserves for excess or obsolete inventory, doubtful accounts or other reserves, depreciation or amortization policies or rates, billing and invoicing policies, or payment or collection policies or practices; or

(j) take, commit or agree in writing or otherwise to take, any of the actions described in Sections 8.2(a) through 8.2(i), inclusive, or any other act or omission that would cause or result in any of its representations and warranties contained herein being untrue or incorrect such that the condition set forth in Section 9.1(a) would become incapable of fulfillment.

Section 8.3 Confidentiality. Purchaser acknowledges that the Evaluation Material (as defined in the Confidentiality Agreement) provided to it in connection with this Agreement, including under Section 8.1, and the consummation of the transactions contemplated hereby, is subject to that certain confidentiality agreement, dated March 10, 2011 between Reser's Fine Foods, Inc., an Oregon corporation and Chef Solutions Holdings, LLC, a Delaware limited liability company (the "Confidentiality Agreement"), the terms of which are incorporated herein by reference. Effective upon, and only upon, the Closing Date, the Confidentiality Agreement shall terminate with respect to information relating solely to the Business or otherwise included in the Purchased Assets; provided, however, that Purchaser acknowledges that any and all other Evaluation Material provided to it by any Seller or its affiliates or representatives concerning any Seller shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date.

Section 8.4 Preservation of Records. Following the Closing Date, (i) upon Sellers' reasonable request, Purchaser shall provide Sellers with access and the opportunity to make copies (at Sellers' cost with respect to such copies) of records held by it or its Affiliates relating to the Business, (ii) Purchaser shall preserve such records for a period of not less than two (2) years from the Closing Date, and (iii) from and thereafter, shall not discard or destroy such records without providing Sellers with not less than 30 days prior written notice.

Section 8.5 Publicity. Neither any Seller nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other parties hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Purchaser or Sellers, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement; provided that the party intending to make such release shall use its reasonable best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other party with respect to the text thereof.

Section 8.6 Use of Name. Each Seller agrees that it shall (i) as soon as practicable after the Closing Date and in any event within ten (10) Business Days following the Closing Date, cease to make any use of the name "Chef Solutions" or "Orval Kent" or any service marks, trademarks, trade names, identifying symbols, logos, emblems, signs or insignia related thereto or containing or comprising the foregoing, including any name or mark confusingly similar thereto (collectively, the "Seller Marks"), (ii) promptly after the Closing, cease to hold itself out as having any affiliation with Purchaser or any of its Affiliates, and (iii) promptly effect a change in the caption of its bankruptcy proceeding so that the words "Chef Solutions" or "Orval Kent" do not appear in such caption.

Section 8.7 Schedules.

(a) Each Seller may, at its option, include in the Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define further the

meaning of such terms for purposes of this Agreement. Information disclosed in the Schedules shall constitute a disclosure for all purposes under this Agreement notwithstanding any reference to a specific section, and all such information shall be deemed to qualify the entire Agreement and not just such section if it is reasonably apparent from the information disclosed that another section is applicable. From time to time prior to the Closing, each Seller shall have the right to supplement or amend the Schedules with respect to any matter hereafter arising or discovered after the delivery of the Schedules pursuant to this Agreement. Any update of or modification to the Schedules made or purported to be made on or after the date of this Agreement shall be disregarded for the purpose of determining a breach of the representation or warranty related thereto; provided, however, if the Closing shall occur, then Purchaser shall be deemed to have waived any right or claim pursuant to the terms of this Agreement or otherwise with respect to any and all matters disclosed pursuant to any such supplement or amendment at or prior to the Closing.

(b) Purchaser may revise any Schedule setting forth the Material Contracts, the Purchased Assets or the Excluded Assets to (i) include in or exclude from the definition of Purchased Assets (pursuant to the applicable Schedule) and to include in the definition of Excluded Assets, any Purchased Assets, including, without limitation, any Contract of Sellers or other asset not previously included in the Purchased Assets, at any time on or prior to the twenty-first (21st) day prior to the Sale Hearing, and require Sellers to give notice to the parties to any such Contract and (ii) exclude from the definition of Purchased Assets (pursuant to the applicable Schedule) and to include in the definition of Excluded Assets, any Purchased Asset, including, without limitation, any Assigned Contract or other assets of Sellers previously included in the Purchased Assets and not otherwise included in the definition of Excluded Assets, at any time on or prior to the twenty-first (21st) day prior to the Sale Hearing; provided that no such change of the Schedules, the definition of the Purchased Assets or the definition of the Excluded Assets shall reduce the amount of the Purchase Price and provided further that no item in Excluded Assets shall be included in the Purchased Assets. If any Contract is added to (or excluded from) the Purchased Assets as permitted by this Section 8.7(b), Sellers shall promptly take such steps as are reasonably necessary, including, if applicable, payment or adequate assurance of payment of all Cure Amounts (which shall be funded by Purchaser in cash at Closing) and prompt delivery of notice to the non-debtor counterparty, to cause such Contracts to be assumed by Sellers, and assigned to the Purchaser, on the Closing Date (or excluded under the Sale Order and this Agreement). Without limiting any of Purchaser's rights pursuant to this Section 8.7(b), in the event that the Sale Order does not approve the assignment or transfer of one or more of the Assigned Contracts to the Purchaser as Purchased Assets, Purchaser may, in its sole discretion and at any time prior to the Closing Date, exclude any or all of the Assigned Contracts from the Purchased Assets but may not otherwise terminate its obligations under this Agreement.

Section 8.8 Court Order. Each Seller shall use its reasonable best efforts to obtain the Sale Order. If a written objection is filed to the Sale Motion, which is an objection which would prohibit or otherwise prevent the Closing from occurring pursuant to the terms of this Agreement, each Seller shall use its reasonable best efforts to have such objection overruled.

Section 8.9 Adequate Assurance of Future Performance. Each Seller agrees to, and shall cause the Mexican Subsidiaries to, and Purchaser agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish and purpose of this Agreement. With respect to each Assigned Contract, Purchaser shall use its reasonable best efforts to provide adequate assurance as required under the Bankruptcy Code of the future performance of the applicable Assigned Contract by Purchaser. Purchaser agrees that it will promptly take all actions reasonably required by Sellers or ordered by the Bankruptcy Court to assist in obtaining the Bankruptcy Court's entry of an order approving this Agreement, such as furnishing affidavits, non-confidential financial information, confidential information subject to a reasonable form of confidentiality agreement or other documents or information for filing with the Bankruptcy Court and making Purchaser's employees and representatives available to be interviewed by Sellers' attorneys and to testify before the Bankruptcy Court and at depositions, with respect to demonstrating adequate assurance of future performance by Purchaser under the Assigned Contracts. If a written objection is filed to the Sale Motion, which is an objection which would prohibit or otherwise prevent the Closing from occurring pursuant to the terms of this Agreement, Purchaser shall use its reasonable best efforts to have such objection overruled.

Section 8.10 Transition Services Agreement. At Closing, Designee and the Sellers shall enter into a transitional services agreements for electronic data processing systems, other administrative services, and any other transition services as requested by Purchaser for a period of up to 60 days following Closing, substantially in the form attached hereto as Exhibit I (the "Transition Services Agreement"). The parties agree to discuss any additional services that Designee may request the Sellers to provide that are not contemplated by the Transition Services Agreement (the "Additional Services"), and any additional Actual Costs (as defined in the Transition Services Agreement) arising from, or relating to, such Additional Services, payment procedures and other rights and obligations with respect thereto; *provided, however*, that nothing herein shall require the Sellers to provide any such Additional Services.

Section 8.11 Reasonable Best Efforts; Regulatory Approvals; Third Party Consents.

(a) On the terms and subject to the conditions of this Agreement, each party shall use its reasonable best efforts to cause the Closing to occur, including taking all reasonable actions necessary (i) to comply promptly with all legal requirements that may be imposed on it or any of its Affiliates with respect to the Closing; and (ii) to obtain the consent of, and filing with, a Governmental Body, which if not obtained or made is reasonably likely to have a Material Adverse Effect on the ability of the parties to consummate the transactions contemplated by this Agreement.

(b) Each party shall, and shall cause its Affiliates to, use its reasonable best efforts (at its own expense) to obtain, and to cooperate in obtaining, all consents from third parties in respect of Assigned Contracts to the extent such Assigned Contracts require such consents as a result of the transactions contemplated hereby.

(c) As promptly as practicable after the date of this Agreement (but in no event later than ten (10) days after the date of this Agreement), Sellers shall prepare and

file all documents and notifications with the United States Attorney for the District of Kansas and the United States as are required to comply with the Consent Decree. Sellers will furnish promptly all materials and comply with all requests thereafter by any Governmental Body having jurisdiction over such filing.

Section 8.12 Purchaser Covenants after Closing. Purchaser covenants and agrees that it shall, from and after the Closing Date (unless otherwise agreed with Sellers), do each of the following:

(a) Access and Right to Use. Purchaser shall, upon reasonable advance notice, afford to each Seller's officers, independent public accountants, attorneys, consultants and other representatives, reasonable access during normal business hours to the Purchased Assets, all records pertaining to the Purchased Assets, and the Purchaser's properties, books, records, employees, auditors and counsel solely for the purpose of enabling the Sellers to conduct an orderly wind-down of the Sellers' operations, including to the extent necessary for financial reporting and accounting matters, employee benefits matters, the preparation and filing of any Tax Returns, reports or forms, the defense of any Tax audit, claim or assessment, the reconciliation of claims in the Bankruptcy Cases or otherwise to enable Sellers to address issues arising in connection with or relating to the Bankruptcy Cases or to permit Sellers to determine any matter relating to their rights and obligations hereunder or any other reasonable business purpose related to the Excluded Assets or Excluded Liabilities. With respect to such Purchased Assets, books and records (including any information management systems), the Purchaser's officers, consultants and other representatives shall provide each Seller with such access on a royalty-free basis for such purposes.

(b) Contract Obligations. Timely perform all obligations related to the Assigned Contracts and indemnify and hold harmless each Seller and its officers, directors, employees, agents, and representatives from and against all claims, demands, penalties, losses, liability or damage, including reasonable attorneys' fees and expenses, for or related to any failure to perform such obligations; and

(c) Tax. Purchaser shall cooperate fully with Sellers (and their successors) by providing existing information under their control, with respect to the Sellers' filing of tax returns and any audit, litigation or other proceeding with respect to taxes. Such cooperation shall include the provision of records and information that are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Seller shall reimburse Purchaser for any and all out-of-pocket costs, including but not limited to personnel expenses, reasonably incurred by Purchaser in connection with such cooperation. Purchaser agrees (i) to retain all books and records with respect to tax matters pertinent to the Purchased Assets, and (ii) to give the Sellers (and their successors) reasonable written notice prior to transferring, destroying or discarding any such books and records and, upon request permit Sellers (and their successors) to take possession of such books and records.

(d) Reconciliation of Claims. Purchaser shall cooperate with Sellers, by providing existing information at Sellers' expense, in connection with the reconciliation of claims assessed against Sellers' estates.

(e) Designees. Purchaser shall cause each Designee to comply with any post-Closing covenants of the Purchaser to the extent they relate to Purchased Assets and Assumed Liabilities that are transferred to such Designee, to the same extent as if such Designee were the Purchaser hereunder.

Section 8.13 Employee Matters.

(a) Sellers shall be responsible and pay all amounts due or that would otherwise have become due to employees of Sellers through the Closing Date, including, but not limited to, all payments and obligations under the Benefit Plans, wages, bonuses, commissions, vacations, accrued vacations, accrued sick time, medical, fringe benefits, withholding, workers' compensation, payroll deductions, benefits, and claims, other than as expressly assumed or paid by Purchaser pursuant to Sections 2.3(a) and 2.3(c). On the Closing Date, the applicable Seller shall pay any and all amounts that may be due to its employees for their employment with such Seller, other than any Assumed Liabilities. The applicable Seller shall make adequate provisions for the payment of the foregoing obligations that are not yet due. Such payroll obligations shall include payment of wages, benefit payments, vacation, pension contributions, income tax, withholding, FICA obligations, workers' compensation premiums and costs, unemployment and other payroll obligations which are the obligation of the applicable Seller directly, or that sum or amount which is withheld from employees' compensation, pursuant to either federal, state, or local statute or law.

Any claim or cost associated with or arising from any demand of employees, from Sellers' termination of any employees, any grievance or claim of any nature arising out of any labor agreements or other employment relationship between Sellers and its employees, any claim for unemployment compensation, or any claim arising out of Sellers' activities prior to or on the Closing Date shall be the responsibility of Sellers.

(b) Sellers shall retain all liabilities and obligations to or in respect of employees and under or with respect to Benefit Plans.

(c) Purchaser (or its Designee) intends to interview Sellers' employees and hire those employees that are appropriate and necessary for Purchaser (or its Designee). It is Purchaser's (and its Designee's) present intention to offer employment to a substantial number of Sellers' employees and, with respect to such employees, to not cause any changes in their compensation or a delay of their start date that might trigger obligations under applicable WARN Laws (as defined below). Accordingly, at Purchaser's request, Sellers will not issue any notices (the "WARN Notices") that may be required under the Worker Adjustment and Retaining Notification ("WARN") Act, 29 U.S.C. Section 21.01 et seq., or under any similar provision of any federal, state, regional, foreign or local law governing plant closings or mass layoffs (collectively the

“WARN Laws”) to employees (other than those at Wheeling) until requested by Purchaser (or its Designee) to give such notice. Any request by Purchaser (or its Designee) to issue WARN Notices shall be provided in writing to Sellers at least 2 Business Days prior to the date such WARN Notices are to be issued, which WARN Notices must be sent/issued by Sellers to all required or necessary parties within such 2 Business Day period. In return for Sellers not issuing the WARN Notices (or not issuing the WARN Notices until so requested by Purchaser (or its Designee)), Reser’s Fine Foods, Inc. agrees (other than with respect to Sellers’ employees at Wheeling) (i) to be responsible for and shall pay any and all liabilities or obligations arising under WARN Laws, if any, arising out of or resulting from layoffs of employees or any termination of their employment by the Sellers in connection with the transaction provided herein, and (ii) to indemnify, and hold Sellers and their Affiliates harmless from or against, any and all claims, losses, damages, expenses, obligations and liabilities (including costs of collection, attorney’s fees and other costs of defense) which Sellers or their Affiliates may incur in connection with any suit or claim of violation brought against the Sellers or their Affiliates under the WARN Laws which relates to the transactions contemplated by this Agreement or any other action taken by Purchaser (or its Affiliates) after the Closing Date (clauses (i) and (ii), together, the “WARN Indemnity”).

(d) Each Seller will, as of the Closing Date, terminate all employees of such Seller except for those employees subject to any Transition Services Agreement or such employees identified by the Sellers as responsible for the wind-up of their chapter 11 cases.

(e) Sellers and Purchaser agree that Purchaser shall not be deemed to be the successor employer for any such employee claims or actions that arose or accrued while employed by Sellers whether or not later hired by Purchaser.

Section 8.14 Change of Sellers’ Name. At or prior to the Closing Date, each of the Sellers shall have taken all action necessary and appropriate to transfer to Purchaser their corporate names or any other names or trade names utilized by Sellers. The action taken by Sellers shall permit or allow Purchaser to register, own or legally commence use of Sellers’ names and any such trade names.

Section 8.15 Deed. At Closing, Sellers shall provide Purchaser with duly executed general warranty deeds for the Owned Real Property.

Section 8.16 Mexican Subsidiaries.

(a) Sellers shall provide Purchaser, within ten (10) days of the date of this Agreement with: (i) the financial statements for the most recent two (2) years plus the interim financial statements for the interim period ending July 31, 2011, reflecting the operations and financial position of the Mexican Subsidiaries including, but not limited to, an unaudited balance sheet and the related statements of income and cash flow; and (ii) tax returns for the Mexican Subsidiaries for the most recent two (2) years.

(b) At Closing, Orval Kent Linares shall, and shall cause any other Person who holds any Mexican Shares to, transfer all such Mexican Shares to Purchaser (or its Designees) free and clear of any Liens.

Section 8.17 Payoff Documentation. No later than two (2) Business Days prior to the Closing Date, Sellers shall provide Purchaser with certified evidence of the following:

(a) the aggregate of the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under, the Secured Debt, the payment of which would result in the release of any Lien related to the Secured Debt, the wiring instructions for payment of the forgoing, and consent and instruction for Purchaser to receive written confirmation of the final payoff amounts thereof;

(b) the aggregate of the outstanding principal amount of, accrued and unpaid interest on, and other payment obligations arising under, the DIP Facility, the payment of which would result in the release of any Lien related to the DIP Facility, the wiring instructions for payment of the forgoing, and consent and instruction for Purchaser to receive written confirmation of the final payoff amounts thereof;

(c) the amount necessary to pay the PACA Claim in full, the payment of which would result in the release of any Lien related to the PACA Claim, the wiring instructions for payment of the forgoing, and consent and instruction for Purchaser to receive written confirmation of the final payoff amounts thereof;

(d) the amount necessary to pay the Lien Satisfaction in full, the payment of which would result in Purchaser receiving the Purchased Assets free and clear of all Liens, the wiring instructions for payment of forgoing, and consent and instruction for Purchaser to receive written confirmation of the final payoff amounts thereof; and

(e) the aggregate amount of the Assumed Administrative Liabilities owing as of the Closing Date and those being assumed by Purchaser hereunder as of the Closing Date.

Section 8.18 Inventory and Accounts Receivable. On the Closing Date, Sellers shall provide Purchaser or an independent party selected by Purchaser access to conduct a physical count of Sellers' inventory and customer accounts receivable.

ARTICLE IX

CONDITIONS TO CLOSING

Section 9.1 Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of each Seller set forth in this Agreement shall be true and correct at and as of the Closing, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct on and as of such earlier date); provided, however, that for purposes of determining the accuracy of such representations and warranties as of the foregoing dates: (i) all materiality and similar qualifications limiting the scope of such representations and warranties shall be disregarded; and (ii) any update of or modification to the Schedules made or purported to have been made on or after the date of this Agreement shall be disregarded; provided further, however, that in the event of a breach of a representation or warranty, the condition set forth in this Section 9.1(a) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a Material Adverse Effect, and Purchaser shall have received a certificate signed by an authorized officer of each Seller, dated the Closing Date, to the foregoing effect;

(b) all of the covenants and obligations in this Agreement that the Sellers are required to comply with or to perform at or prior to the Closing shall have been complied with and performed and each Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by it prior to the Closing Date; provided, that the condition set forth in this Section 9.1(b) shall be deemed satisfied unless such failures to so perform or comply taken together result in a Material Adverse Effect, and Purchaser shall have received a certificate signed by an authorized officer of each Seller, dated the Closing Date, to the foregoing effect;

(c) each Seller shall have delivered, or caused to be delivered, to Purchaser all of the items required by this Agreement;

(d) no order, statute, rule, regulation, executive order, injunction, stay, decree, directive, or restraining order shall have been enacted, entered, promulgated or enforced by any court of competent jurisdiction or Governmental Body that would (i) prevent the consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, nor shall any such order, statute, rule, regulation, executive order, injunction, stay, decree, directive, or restraining order be in effect. No Action shall be pending before any Governmental Body or before any arbitral body wherein an unfavorable injunction, judgment, order, decree, ruling, directive or charge would (x) prevent consummation of any of the transactions contemplated by this Agreement or (y) cause any of the transactions contemplated by this Agreement to be rescinded following consummation;

(e) the Bankruptcy Court shall have entered the Sale Order, in form and substance reasonably acceptable to Purchaser, which includes those provisions listed in Section 7.1(i) and: (i) a finding that the Sale is in good faith and otherwise satisfied the provisions of section 363, including section 363(m), of the Bankruptcy Code; (ii) authorization and approval of the Sale pursuant to all the terms and conditions of this

Agreement; (iii) a provision that the Purchased Assets are being transferred free and clear of all liens, claims, interests, and encumbrances other than any Assumed Liabilities and all Assigned Contracts shall be free of any and all existing defaults and that the Purchaser is not a successor to the Sellers for any purpose; and (iv) a provision that states that the sale is free and clear of all claims against the Sellers, whether known or unknown, liquidated or unliquidated, and that they release or discharge the Purchaser from any successor liability;

(f) the Sale Order shall declare the Purchaser as the Prevailing Bidder and the Sale Order shall not be the subject of a pending appeal and shall not have been stayed, vacated, modified or supplemented without the prior written consent of Purchaser (unless this condition shall have been waived in writing by Purchaser); and

(g) since the date of this Agreement, there shall not have occurred any Material Adverse Effect, and no event shall have occurred or circumstance shall exist that, in combination with any other events or circumstances, could reasonably be expected to have or result in a Material Adverse Effect.

Section 9.2 Conditions Precedent to Obligations of Sellers. The obligations of each Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by such Seller in whole or in part to the extent permitted by applicable Law):

(a) the representations and warranties of Purchaser set forth in this Agreement qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, at and as of the Closing Date as though made on the Closing Date, except to the extent such representations and warranties relate to an earlier date (in which case such representations and warranties qualified as to materiality shall be true and correct, and those not so qualified shall be true and correct in all material respects, on and as of such earlier date), and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect;

(b) Purchaser shall have performed and complied in all respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date, and Sellers shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 4.3.

Section 9.3 Conditions Precedent to Obligations of Purchaser and Sellers. Subject to satisfaction or waiver of the conditions listed in Sections 9.1 and 9.2, the respective obligations of Purchaser and Sellers to consummate the transactions contemplated by this Agreement are

subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser and Sellers in whole or in part to the extent permitted by applicable Law):

- (a) there shall not be in effect any Order by a Governmental Body of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;
- (b) the Bankruptcy Court shall have entered the Sale Order and any stay period applicable to the Sale Order shall have expired or shall have been waived by the Bankruptcy Court, and such Sale Order shall be in full force and effect, and shall not have been modified, as of the Closing Date; and
- (c) the Bankruptcy Court shall have entered an order providing for joint administration of the Bankruptcy Cases.

Section 9.4 Frustration of Closing Conditions. Neither any Seller nor Purchaser may rely on the failure of any condition set forth in Section 9.1, Section 9.2 or Section 9.3, as the case may be, if such failure was caused by such party's failure to comply with any provision of this Agreement. Each of the Parties shall use their reasonable best efforts to cause the conditions in Section 9.1, Section 9.2 and Section 9.3 to be timely satisfied.

ARTICLE X

NO SURVIVAL

Section 10.1 No Survival of Representations and Warranties. The parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and none of the parties hereto shall have any liability to each other after the Closing for any breach thereof. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder, and each party hereto shall be liable to the other after the Closing for any breach thereof.

ARTICLE XI

TAXES

Section 11.1 Transfer Taxes. Sellers and Purchaser shall cooperate and consult with each other prior to filing any Tax Returns in respect of Transfer Taxes. Sellers and Purchaser shall cooperate and otherwise use their respective reasonable best efforts to obtain any available refunds for Transfer Taxes.

Section 11.2 Federal Tax Matters. Purchaser shall, within 120 days after the Closing Date, prepare and deliver to Sellers a schedule allocating the Purchase Price (and any other items that are required for federal income tax purposes to be treated as part of the Purchase Price) among the acquired assets in accordance with the requirements of section 1060 of the Code (such schedule, the "Allocation"). Purchaser and Sellers shall report and file all tax returns consistent

with the Allocation, and shall take no position contrary thereto or inconsistent therewith (including in any audits or examinations by any governmental authority or any other proceeding). Purchaser and Sellers shall cooperate in the filing of any forms (including Form 8594 under section 1060 of the Code) with respect to such Allocation. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 11.2 shall survive the Closing without limitation.

Section 11.3 Prorations. All personal property Taxes or similar ad valorem obligations levied with respect to the Purchased Assets for any taxable period that includes the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date, shall be prorated between Sellers and Purchaser as of 12:01 a.m. (New York time), on the Closing Date.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Expenses. Except as otherwise provided in this Agreement, each of the Sellers and Purchaser shall bear its own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

Section 12.2 Submission to Jurisdiction; Consent to Service of Process.

(a) Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.6. The parties hereto hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 12.6.

Section 12.3 Waiver of Right to Trial by Jury. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.

Section 12.4 Entire Agreement; Amendments and Waivers. This Agreement (including the Schedules and Exhibits hereto) and the Confidentiality Agreement represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

Section 12.5 Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of Delaware (without giving effect to the principles of conflicts of laws thereof), except to the extent that the laws of such State are superseded by the Bankruptcy Code or other applicable federal law.

Section 12.6 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by facsimile (with written confirmation of transmission) or (iii) one Business Day following the day sent by overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to Purchaser, to:

RMJV, LLC
c/o Reser's Fine Foods, Inc.
P.O. Box 8
Beaverton, OR 970775-0008
Attn: Paul Leavy
Tel: 503-526-5717
Fax: 503-277-5693
Email: paul@resers.com

With a copy (which shall not constitute effective notice) to:

Brownstein, Rask, Sweeney, Kerr, Grim, DeSylvia & Hay, LLP
1200 SW Main Street
Portland, OR 97205
Attn: Kirkham E. Hay, Esq.
Tel: 503.221.1772 ext. 722
Fax: 503.221.1074
Email: keh@brownrask.com

And

DLA Piper LLP (US)
1251 Avenue of the Americas, 27th Floor
New York, NY 10020
Attn: Sidney Burke, Esq.
Tel: 212.335.4509
Fax: 212.884.8729
Email: sidney.burke@dlapiper.com

If to any Seller, to:

c/o Chef Solutions Holdings, LLC
120 W. Palatine Rd.
Wheeling, Illinois 60090
Attn: Susan Sarb
Tel: 847-325-7766
Fax: 847-325-7767
Email: Susan.Sarb@orvalkent.com

With a copy (which shall not constitute effective notice) to:

Richards, Layton & Finger, P.A.
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
Attn: John H. Knight, Esq. and Drew G. Sloan, Esq.
Tel: (302) 651-7512
Fax: (302) 498-7512
Email: knight@rlf.com and dsloan@rlf.com

Section 12.7 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions

of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 12.8 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by either any Seller or Purchaser (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consents shall be void; provided, however, that Purchaser may assign any or all of its rights and interests under this Agreement to any of its Affiliates. No assignment of any obligations hereunder shall relieve the parties hereto of any such obligations. Upon any such permitted assignment, the references in this Agreement to Purchaser shall also apply to any such assignee unless the context otherwise requires. In the event that a Chapter 11 trustee should be appointed for any Seller, or in the event that any Seller's Chapter 11 case should be converted to a case under Chapter 7, the obligations of such Seller hereunder shall be binding upon such trustee or successor Chapter 7 estate.

Section 12.9 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, manager, partner or direct or indirect equity holder of any Seller shall have any liability for any obligations or liabilities of such Seller under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

Section 12.10 Counterparts. This Agreement may be executed in as many counterparts as may be required, which counterparts may be delivered by facsimile or electronic mail, and it shall not be necessary that the signature of, or on behalf of, each party hereto, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party hereto, appear on one or more such counterparts. All such counterparts when taken together shall constitute a single and legally binding agreement.

Section 12.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and nothing contained herein, express or implied, is intended to confer on any Person other than the parties hereto or their successors and permitted assigns, any rights, remedies, obligations, claims, or causes of action under or by reason of this Agreement; provided, however, that Reser's Fine Foods, Inc., is an express intended third-party beneficiary under this Agreement.

Section 12.12 Alternative Transaction. Notwithstanding anything herein to the contrary, each Seller may furnish information concerning any Seller, the Purchased Assets and

the Assumed Liabilities to any Person in connection with a potential Alternative Transaction pursuant to the Bidding Procedures Order, provided that such Person executes and delivers to Sellers a confidentiality agreement on substantially the same terms and conditions as contained in the Confidentiality Agreement, and negotiate, enter into and consummate an Alternative Transaction.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER:

RMJV, L.P., a Delaware limited partnership,
By its General Partner, RFF, LLC, an Oregon
limited liability company,
By its Sole Member, RESER'S FINE
FOODS, INC., an Oregon corporation

By: Mark Reser
Name: MARK RESER
Title: PRESIDENT

SELLERS:

CHEF SOLUTIONS INC.
ORVAL KENT HOLDINGS, INC.
ORVAL KENT INTERMEDIATE HOLDINGS, INC.
ORVAL KENT PARENT, LLC
ORVAL KENT FOOD COMPANY, LLC
ORVAL KENT FOOD COMPANY OF LINARES, LLC
CS PREPARED FOODS HOLDINGS, LLC
CHEF SOLUTIONS HOLDINGS, LLC
CS DISTRIBUTION HOLDINGS, LLC
CS DISTRIBUTORS, INC. OF OHIO

By: _____
Name:
Title:

**SOLELY WITH RESPECT TO
THE LAST SENTENCE OF
SECTION 8.13(C):**

RESER'S FINE FOODS, INC.

By: Mark Reser
Name: MARK RESER
Title: PRESIDENT

[Signature Page to Asset Purchase Agreement]

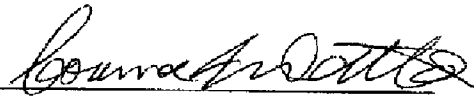
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

PURCHASER: RMJV, L.P.

By: _____
Name:
Title:

SELLERS:

CHEF SOLUTIONS INC.
ORVAL KENT HOLDINGS, INC.
ORVAL KENT INTERMEDIATE HOLDINGS, INC.
ORVAL KENT PARENT, LLC
ORVAL KENT FOOD COMPANY, LLC
ORVAL KENT FOOD COMPANY OF LINARES, LLC
CS PREPARED FOODS HOLDINGS, LLC
CHEF SOLUTIONS HOLDINGS, LLC
CS DISTRIBUTION HOLDINGS, LLC
CS DISTRIBUTORS, INC. OF OHIO

By:  10/3/11
Name: CORMAC J. WATERS
Title: CEO

**SOLELY WITH RESPECT TO
THE LAST SENTENCE OF
SECTION 8.13(C):**

RESER'S FINE FOODS, INC.

By: _____
Name:
Title:

[Signature Page to Asset Purchase Agreement]

EXHIBIT A

EXHIBIT A

FORM OF ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Assumption Agreement"), is made and entered into as of [●], 2011, by and among Chef Solutions Inc., a Delaware corporation ("Chef Solutions"), Orval Kent Holdings, Inc., a Delaware corporation ("Orval Kent Holdings"), Orval Kent Intermediate Holdings, Inc., a Delaware corporation ("Orval Kent Intermediate"), Orval Kent Parent, LLC, a Delaware limited liability company ("Orval Kent Parent"), Orval Kent Food Company, LLC, a Delaware limited liability company ("Orval Kent"), and Orval Kent Food Company of Linares, LLC, a Delaware limited liability company ("Orval Kent of Linares") CS Prepared Foods Holdings, LLC, a Delaware limited liability company ("CS Prepared Foods"), Chef Solutions Holdings, LLC, a Delaware limited liability company ("Chef Solutions Holdings"), CS Distribution Holdings, LLC, a Delaware limited liability company ("CS Distribution Holdings"), CS Distributors Inc. of Ohio, an Ohio corporation ("CS Ohio", and collectively with each of Chef Solutions, Orval Kent Holdings, Orval Kent Intermediate, Orval Kent Parent and Orval Kent, Orval Kent of Linares, CS Prepared Foods, Chef Solutions Holdings, CS Distribution Holdings, the "Sellers" and each individually is a "Seller", and RMJV, L.P., a Delaware limited partnership (the "Purchaser").¹ Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Asset Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, Sellers and Purchaser have entered into an Asset Purchase Agreement, dated as of [●] (as the same may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Purchaser (or its Designee) has agreed to assume from Sellers the Assumed Liabilities upon the terms and subject to the conditions of the Asset Purchase Agreement; and

WHEREAS, the parties hereto desire to carry out the intent and purpose of the Asset Purchase Agreement by Purchaser's execution and delivery to Sellers of this Assumption Agreement evidencing the assumption by Purchaser of the Assumed Liabilities, subject to the provisions of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree hereby as follows:

Section 1. As of the date hereof, Purchaser, pursuant to, in the manner and to the extent set forth in Section 2.3 of the Asset Purchase Agreement, hereby assumes and shall hereafter pay, perform and discharge when due the Assumed Liabilities, subject to the provisions of the Asset Purchase Agreement. For the avoidance of doubt, other than the Assumed

¹ The Purchaser contemplates some assets will go to Purchaser as the assignee and other assets to a designee (any such designee, a "Designee"). Where assets are assigned to a Designee, references to a Purchaser will be changed to Designee for those assets.

Liabilities, Purchaser will not and does not assume any Liability of any nature or kind whatsoever of Sellers.

Section 2. Nothing in this Assumption Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation, other than Sellers, Purchaser and their respective successors and assigns, any remedy or claim under or by reason of this Assumption Agreement or any terms, covenants or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this Assumption Agreement shall be for the sole and exclusive benefit of Sellers, Purchaser and their respective successors and assigns.

Section 3. Notwithstanding anything to the contrary contained herein or in the Asset Purchase Agreement, the assumption by Purchaser of the Assumed Liabilities as set forth above shall not be construed to defeat, impair or limit in any way (i) any rights or remedies of Purchaser against third parties to contest or dispute the validity or amount of any of such Assumed Liabilities or (ii) any other rights or remedies of Purchaser under the Asset Purchase Agreement.

Section 4. Subject to the terms of Section 12.8 of the Asset Purchase Agreement, this Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, effective immediately upon its delivery to Sellers.

Section 5. Nothing contained in this Assumption Agreement shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, rights, remedies or obligations of Sellers or Purchaser (or any Designee) set forth in the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms set forth herein and the terms set forth in the Asset Purchase Agreement, the terms set forth in the Asset Purchase Agreement shall control.

Section 6. This Assumption Agreement and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Laws of the State of Delaware as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 7. Any provision of this Assumption Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assumption Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 8. This Assumption Agreement may be executed in one or more counterparts (which may be effectively delivered by facsimile or other electronic means), all of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In proving this Assumption Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assumption Agreement to be executed as of the date first written above.

PURCHASER: RMJV, L.P.

By: _____

Name:

Title:

SELLERS:

CHEF SOLUTIONS INC.
ORVAL KENT HOLDINGS, INC.
ORVAL KENT INTERMEDIATE HOLDINGS, INC.
ORVAL KENT PARENT, LLC
ORVAL KENT FOOD COMPANY, LLC
ORVAL KENT FOOD COMPANY OF LINARES, LLC
CS PREPARED FOODS HOLDINGS, LLC
CHEF SOLUTIONS HOLDINGS, LLC
CS DISTRIBUTION HOLDINGS, LLC
CS DISTRIBUTORS, INC. OF OHIO

By: _____

Name:

Title:

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), is made and entered into as of November 21, 2011, by and among Chef Solutions Inc., a Delaware corporation ("Chef Solutions"), Orval Kent Holdings, Inc., a Delaware corporation ("Orval Kent Holdings"), Orval Kent Intermediate Holdings, Inc., a Delaware corporation ("Orval Kent Intermediate"), Orval Kent Parent, LLC, a Delaware limited liability company ("Orval Kent Parent"), Orval Kent Food Company, LLC, a Delaware limited liability company ("Orval Kent"), and Orval Kent Food Company of Linares, LLC, a Delaware limited liability company ("Orval Kent of Linares"), CS Prepared Foods Holdings, LLC, a Delaware limited liability company ("CS Prepared Foods"), Chef Solutions Holdings, LLC, a Delaware limited liability company ("Chef Solutions Holdings"), CS Distribution Holdings, LLC, a Delaware limited liability company ("CS Distribution Holdings"), CS Distributors Inc. of Ohio, an Ohio corporation ("CS Ohio", and collectively with each of Chef Solutions, Orval Kent Holdings, Orval Kent Intermediate, Orval Kent Parent and Orval Kent, Orval Kent of Linares, CS Prepared Foods, Chef Solutions Holdings, CS Distribution Holdings, the "Sellers" and each individually is a "Seller") and Reser's Fine Foods, Inc., an Oregon corporation (the "Reser's"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Asset Purchase Agreement (as defined below).

WITNESSETH

WHEREAS, Sellers and RMJV, LP, a Delaware limited partnership ("Purchaser") have entered into an Asset Purchase Agreement, dated as of October 4, 2011 (as the same may be amended, modified or supplemented from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Sellers have agreed to sell, contribute, convey, assign, transfer and deliver to Purchaser (or its Designee) all rights, titles and interests in and to the Purchased Intellectual Property of Sellers, including, but not limited to, the registrations and applications listed on **Schedule A** hereto (collectively, the "Assigned Intellectual Property"), and Purchaser (or its Designee) has agreed to purchase and acquire the Assigned Intellectual Property upon the terms and subject to the conditions set forth in the Asset Purchase Agreement;

WHEREAS, pursuant to the terms of Purchaser's Agreement of Limited Partnership, Purchaser shall receive the portion of the Assigned Intellectual Property located at, attributable to, or used in conjunction with, Sellers' operations located in Vista, California, (the "Vista Intellectual Property") and Reser's, as Purchaser's Designee, shall receive all remaining Assigned Intellectual Property, including, but not limited to, the registrations and applications listed on **Schedule B** hereto (the "Reser's Assigned Intellectual Property"); and

WHEREAS, the parties hereto desire to carry out the intent and purpose of the Asset Purchase Agreement by Sellers' execution and delivery to Purchaser of this Assignment evidencing the vesting in Purchaser the Assigned Intellectual Property (except for the Vista Intellectual Property, subject to the provisions of the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree hereby as follows:

Section 1. Upon the terms and conditions of the Asset Purchase Agreement, Sellers do hereby irrevocably sell, contribute, convey, assign, transfer and deliver to Purchaser, its successors and assigns, and Purchaser hereby accepts from Sellers, all of Sellers' rights, titles and interests in and to the Reser's Assigned Intellectual Property, along with all income, royalties, damages and payments arising out of or relating to enforcement, licensing, transfer or sale of such Reser's Assigned Intellectual Property and due or payable to Sellers as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, or other conflicts therewith, the right to sue and recover for past, present or future infringements or misappropriations thereof, or other conflicts therewith, and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including all copies and tangible embodiments of any such Reser's Assigned Intellectual Property in Sellers' possession or control, in accordance with the terms of the Asset Purchase Agreement.

Section 2. Each Seller hereby requests and authorizes the United States Patent and Trademark Office, the United States Copyright Office, the applicable Internet domain name registration authority, and any other applicable Governmental Body or registrar (including any applicable foreign or international office or registrar), to record Purchaser as the owner of the patents, trademarks, copyrights, domain names or other Reser's Assigned Intellectual Property (as applicable), and to issue any and all patents, trademarks, copyrights, domain names or other Reser's Assigned Intellectual Property (as applicable) to Purchaser, as assignee of the entire rights, titles and interests in and to the same, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives. Purchaser shall have the right to record this Assignment with all applicable Governmental Bodies and registrars so as to perfect its ownership of the Reser's Assigned Intellectual Property.

Section 3. Without limitation of any other obligations of Sellers set forth in the Asset Purchase Agreement, Sellers hereby covenant that, from time to time after the delivery of this Assignment, at Purchaser's request and without further consideration, Sellers will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required, at no material cost to such Seller, to more effectively convey, transfer to and vest in Purchaser any of the Reser's Assigned Intellectual Property, including assistance in the collection or reduction to possession of any such Reser's Assigned Intellectual Property, and including execution and delivery of all documents necessary to record in the name of Purchaser any and all patents, trademarks, copyrights and domain names included in such Reser's Assigned Intellectual Property with the United States Patent and Trademark Office, the United States Copyright Office, the applicable Internet domain name registration authority, and any other applicable Governmental Body or registrar (including any applicable foreign or international office or registrar); provided that nothing herein shall be deemed to require any Seller to execute or deliver any such further assurance, document or instrument to the extent that the same could in any material way increase the burdens, obligations or liabilities otherwise imposed upon any Seller by this Assignment or the Asset Purchase Agreement. Sellers shall

immediately deliver to Purchaser all copies and tangible embodiments of all Reser's Assigned Intellectual Property.

Section 4. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any Person other than Purchaser and its successors and assigns, any remedy or claim under or by reason of this Assignment or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of Purchaser and its successors and assigns.

Section 5. Subject to the terms of Section 12.8 of the Asset Purchase Agreement, this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, effective immediately upon its delivery to Purchaser.

Section 6. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, expand, exceed or enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, rights, remedies or obligations of Sellers or Purchaser (or any Designee) set forth in the Asset Purchase Agreement. Notwithstanding anything contained herein to the contrary, in the event of any inconsistency between the terms set forth herein and the terms set forth in the Asset Purchase Agreement, the terms set forth in the Asset Purchase Agreement shall control.

Section 7. This Assignment and all documents, instruments and agreements executed and delivered pursuant to the terms and provisions hereof shall be governed by and construed in accordance with the Laws of the State of Delaware as to all matters, including matters of validity, construction, effect, performance and remedies.

Section 8. Any provision of this Assignment may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Assignment, or in the case of a waiver, by the party against whom the waiver is to be effective.

Section 9. This Assignment may be executed in one or more counterparts (which may be effectively delivered by facsimile or other electronic means), all of which shall be deemed an original, and all of which together shall constitute one and the same instrument. In proving this Assignment, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

PURCHASER:

RESER'S FINE FOODS, INC., an Oregon corporation

By: Mark Reser
Name: Mark Reser
Title: President

SELLERS:

CHEF SOLUTIONS INC.
ORVAL KENT HOLDINGS, INC.
ORVAL KENT INTERMEDIATE HOLDINGS, INC.
ORVAL KENT PARENT, LLC
ORVAL KENT FOOD COMPANY, LLC
ORVAL KENT FOOD COMPANY OF LINARES, LLC
CS PREPARED FOODS HOLDINGS, LLC
CHEF SOLUTIONS HOLDINGS, LLC
CS DISTRIBUTION HOLDINGS, LLC
CS DISTRIBUTORS, INC. OF OHIO

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first written above.

PURCHASER:

RESER'S FINE FOODS, INC., an Oregon corporation

By: _____

Name: Mark Reser

Title: President

SELLERS:

CHEF SOLUTIONS INC.
ORVAL KENT HOLDINGS, INC.
ORVAL KENT INTERMEDIATE HOLDINGS, INC.
ORVAL KENT PARENT, LLC
ORVAL KENT FOOD COMPANY, LLC
ORVAL KENT FOOD COMPANY OF LINARES, LLC
CS PREPARED FOODS HOLDINGS, LLC
CHEF SOLUTIONS HOLDINGS, LLC
CS DISTRIBUTION HOLDINGS, LLC
CS DISTRIBUTORS, INC. OF OHIO

By: _____

Name: SUSAN K. SARB

Title: CFO

EXHIBIT A

Assigned Intellectual Property

Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
BERNEA FARMS	US	Reg. 1598796	Cream cheese, sour cream, dairy based and non-dairy based snack dips for chip dips and vegetable dips, sour dressing; cheese, namely, almond paste cheese, cheddar cheese, colby cheese, havarti cheese, mozzarella cheese, muenster cheese, pepper cheese, swiss cheese, spiced leyden cheese, shredded cheddar cheese, and shredded mozzarella cheese;	Orval Kent Food Company, Inc.
ITS GRANDMA GOOD	US	Reg. 2302775	Refrigerated mashed potatoes; refrigerated fruit, garden and vegetable salads; unflavored and unsweetened gelatines; sour cream; cheese; cottage cheese; cheese spreads; dairy-based and snack food dips; meats, namely, luncheon meats; and frozen entrees consisting primarily of meat, fish poultry or vegetables; cornmeal mush; refrigerated macaroni, rice and pasta salads; desserts, namely, flavored and sweetened gelatines desserts, mousses, puddings, parfaits, souffles and pies; horseradish; gravies and sauces; bakery products, namely, donuts, bagels and muffins; and frozen entrees consisting primarily of pasta or rice	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property

Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
YODER'S	US	Reg. 2305367	Refrigerated mashed potatoes; refrigerated fruit, garden and vegetable salads; sour cream; cheese; cottage cheese; cheese spreads; dairy-based and snack food dips; meats, namely, luncheon meats; and frozen entrees consisting primarily of meat, fish, poultry or vegetables; cornmeal mush; refrigerated macaroni, rice and pasta salads; desserts, namely, flavored and sweetened gelatin desserts, mousses, puddings, parfaits, souffles and pies; horseradish; gravies and sauces; bakery products, namely, bagels and muffins; and frozen entrees consisting primarily of pasta or rice	Orval Kent Food Company, Inc.
CITRUS SENSATIONS	US	Reg. 1864347	Prepared fruit salad which consists of various fruits	Orval Kent Food Company, Inc.
GREEN HILL	US	Reg. 1927724	Whipped desserts made primarily of fruit/nuts and whipped topping; dips; and cream cheese; puddings; flavored gelatin-based desserts; chocolate, strawberry and other flavored dessert mousse and whipped desserts made primarily of chocolate and whipped topping	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property



Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
	US	Reg. 1918189	Cole slaw; baked beans; potato salads; chicken salad; ham salad; tuna salad; turkey salad; pimento spread; whipped desserts made primarily of fruit/nuts and whipped topping; dips; and cream cheese; macaroni salad; pasta salad; puddings; flavored gelatin-based desserts; chocolate, strawberry and other flavored dessert mousse and whipped desserts made primarily of chocolate and whipped topping	Orval Kent Food Company, Inc.
MRS. CROCKETT'S KITCHENS	US	Reg. 1423046	Potato salad, cole slaw, vegetable salad, barbequed beans, seafood salad, chicken salad, prepared chicken, ham salad, tuna salad, egg salad, cheese spread, fruit salad and onion-flavored dip; macaroni salad, macaroni and cheese, pasta salad, sweetened fruit-flavored gelatin dessert, and pudding	Orval Kent Food Company, Inc.
	US	Reg. 971464	Prepared salads and rice pudding, tapioca pudding, cream desserts, Hawaiian salad dessert, cheesecake, and gelatin parfait	Orval Kent Food Company, Inc.
SIGNATURE	US	Reg. 1422124	Chicken salad; ham salad; egg salad; tuna salad; shrimp salad; crabmeat	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property



Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
	US	Reg. 1787279	salad; artichoke salad; mushroom salad; and antipasto salad; Pasta salad with salami and pepperoni; tortellini (pasta) salad with meat; and pastry	Orval Kent Food Company, Inc.
SIGNATURE SALADS	US	Reg. 1554907	Barbecue chicken, sweet and sour chicken; mostaccioli pasta with meat sauce, cheese tortellini marinara, dry beef fajita mix, cheese ravioli with tomato sauce, lasagna with meat sauce, macaroni and cheese, vegetable lasagna, and dry chicken fajita mix	Orval Kent Food Company, Inc.
	US	Reg. 1790900	fowl salad; meat salad; seafood salad; vegetable salad; vegetable with meat salad; Pasta salad with fowl; pasta salad with meat; pasta salad with seafood; pasta salad with vegetables	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property



Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
	US	Reg. 1791055	Herb salad with potatoes, pasta salad with vegetables, pasta primavera salad, honey mustard pasta salad, and vermicelli salad	Orval Kent Food Company, Inc.
	US	Reg. 3235580	Prepared salads, namely, fruit salad, garden salad, vegetable salad, bean salad, egg salad, chicken salad, tuna salad, ham salad, turkey salad, and potato salad; dips; vegetable based spreads and cheese spreads; prepared and frozen entrees, side dishes and appetizers consisting primarily of meat, fish, poultry or vegetables; dips and cream cheese; shrimp salad; crabmeat salad; artichoke salad; mushroom salad; red skinned potato salad, and cole slaw; barbecue chicken; prepared entrees consisting primarily of sweet and sour chicken with mostaccioli pasta with meat sauce; meat salad; seafood salad; vegetable salad; vegetable with meat salad; processed fruit pieces; country potato with egg salad; southern mustard potato salad; dill potato salad; sour cream and dill potato salad; BBQ beans salad; gourmet potato salad; reduced fat mustard potato salad; fresh and	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property

Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
			<p>processed meats; Prepared salads, namely macaroni salad and pasta salad; sauces; prepared and frozen entrees, side dishes and appetizers consisting primarily of pasta or rice; rice pudding, tapioca pudding, cream desserts, Hawaiian salad dessert, cheesecake, and gelatin parfait, whipped desserts made primarily of fruit/nuts and whipped topping; tapioca pudding salad; pasta salad with salami and pepperoni; tortellini (pasta) salad with meat; pastry; antipasto salad; rotelli pasta salad, macaroni salad, and creamy pasta salad; prepared entrees consisting primarily of mostaccioli pasta with meat sauce sweet and sour chicken; cheese tortellini marinara; dry beef fajita mix; cheese ravioli with tomato sauce; lasagna with meat sauce; macaroni and cheese; vegetable lasagna; dry chicken fajita mix; cheese tortellini vinaigrette, dill pasta salad with chicken, and tarragon pasta salad with tuna fowl salad; pasta salad with fowl; pasta salad with meat; pasta salad with seafood; pasta salad with vegetables herb salad with potatoes; pasta salad with vegetables,</p>	

EXHIBIT A

Assigned Intellectual Property



Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
			pasta primavera salad, honey mustard pasta salad, and vermicelli salad; elbow macaroni salads; macaroni and cheese salad; sour cream and cheddar macaroni salad; Italian pasta salad; reduced fat elbow macaroni salad; and rice pudding salad; fresh fruit pieces	
	US	Reg. 1254637	Cottage cheese	Orval Kent Food Company, Inc.
Michigan	US	Reg. 921213	Cottage cheese	Orval Kent Food Company, Inc.
	US	Reg. 3429086	Cheese, cream cheese, cottage cheese, ricotta cheese, dips, roast beef, corn dogs, salami, sausage, sauerkraut, mashed potatoes, potato salad, baked beans, unflavored and unsweetened gelatin, egg salad, cole slaw, cracklings, namely, fried pork rinds, sour cream, turkey breast, pre-packaged dinners consisting primarily of meat, pre-packaged dinners consisting primarily of ham, summer sausage, beef salami, bologna; bagels, cornmeal mush, English muffins, sauces, horseradish,	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property


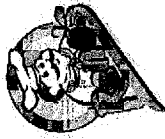

Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
	US	Reg. 3456138	macaroni and cheese, noodles, gravy, bread pudding, dessert mousse, bread stuffing, flavored and sweetened gelatin, cheesecake, cocktail sauce, tarter sauce, chopped garlic, pudding, macaroni salad, pasta salad	Orval Kent Food Company, Inc.
	US	Reg. 3443419	Refrigerated pizza	Orval Kent Food Company, Inc.
MICHIGAN BRAND	US Illinois	Reg. 040809	Cottage cheese and salads	Orval Kent Food Company, Inc.
	US Illinois	Reg. 040810	Cottage cheese and salads	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property





Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
	US Indiana	Reg. 5008-0360	Cottage cheese	Orval Kent Food Company, Inc.
MICHIGAN	US Indiana	Reg. 5008-0371	Cottage cheese	Orval Kent Food Company, Inc.
MICHIGAN BRAND	US Indiana	Reg. 5008-0349	Cottage cheese	Orval Kent Food Company, Inc.
	US Ohio	Reg. TM6288	Cottage cheese and salads	Orval Kent Food Company, Inc.
	US Illinois	Reg. 040846	Cottage cheese and salads	Orval Kent Food Company, Inc.
MICHIGAN BRAND	US Kentucky	Reg. 013593.03	Cottage cheese and salads	Orval Kent Food Company, Inc.
	US Kentucky	Reg. 013592.03	Cottage cheese and salads	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property


Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
BABS	US Illinois	Reg. 0915984	Cole slaw, potato salad, and other prepared salads and dressings	Orval Kent Food Company, Inc. (trademark potentially abandoned by owner)
<i>Chilled Selections</i>	US Illinois	Reg. 1601138	Fruit pieces and fruit salads	Orval Kent Food Company, Inc. (trademark potentially abandoned by owner)
	US Illinois	Reg. 1652522	Fruit and vegetable salads	Orval Kent Food Company, Inc. (trademark potentially abandoned by owner)
PREPARED FOR YOU	US Illinois	Reg. 3024063	Advertising and marketing	Orval Kent Food Company, Inc. (trademark potentially abandoned by owner)

EXHIBIT A

Assigned Intellectual Property


Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
				abandoned by owner)

Foreign Registrations

Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
DELI-MATES	Canada	Reg. TMA545792	Country potato with egg salad, southern mustard potato salad, elbow macaroni salad, macaroni and cheese salad, dixie cole slaw salad, sour cream and cheddar mac salad, sour cream and dill potato salad, BBQ beans salad, gourmet potato salad, Italian pasta salad, reduced fat elbow macaroni salad, reduced fat mustard potato salad, strawberry parfait salad, pistachio crème salad, tapioca pudding salad, and rice pudding salad.;	Orval Kent Food Company, Inc.
SALAD JUNIORS	Canada	Reg. TMA560443	Cole slaw, potato salad, BBQ bean salad, chicken salad, tuna salad, seafood salad, reduced fat salad, bean salad, fruit salad, gelatin salad, pasta salad, and macaroni salad.	Orval Kent Food Company, Inc.

EXHIBIT A

Assigned Intellectual Property

Trademark	Country/ State	Serial No./ Registration No.	Goods	Owner
	Canada	Reg. TMA324146	Chicken salad; ham salad; egg salad; tuna salad; shrimp salad; artichoke salad; mushroom salad; antipasto salad; pasta salad with salami and pepperoni and tortellini (pasta) salad with meat.	Orval Kent Food Company, Inc.