

STATE OF MAINE
KENNEBEC, ss.

In re: Hannaford Bros. Co.
2 Canal Plaza
Portland, Maine
transacting business under
the assumed name of
Wellby Super Drug Store

ASSURANCE OF
DISCONTINUANCE

Pursuant to Title 5 of the Maine Revised Statutes Annotate
Section 210, Wellby Super Drugs (Wellby) hereby tenders its
assurance of discontinuance of the following:

1. Advertising, representing, or in any way suggesting to
customers, prospective customers, and the public generally that
the prices for goods or services at Wellby are discount or lower
than prices for the same or comparable goods or services at other
retail outlets unless the prices represented to be discount or
lower than prices at other retail outlets are a reasonable
reduction from the regular prices charged by the majority of the
principal retail outlets in the trade area in which Wellby does
business and Wellby can show that the prices charged by Wellby
for goods and services are a reasonable reduction from the
regular prices charged by a majority of the principal retail
outlets in the trade area in which Wellby does business.

2. Advertising, representing, or in any way suggesting to
customers, prospective customers, and the public generally, that
Wellby will provide free goods or services unless all the terms,
conditions, obligations and financial requirements upon which the
receipt and retention of the "free" goods or services are con-
tingent are clearly and conspicuously set forth in close
conjunction with the word free in any offer, advertisement or
other communication calling attention to the "free" offer so as
to leave no reasonable possibility that the terms of the offer
might be misunderstood.

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3. Advertising, representing, or in any way suggesting to customers, prospective customers, and the public generally, that prices for goods at Wellby are lower than the manufacturer's suggested retail price or list price unless the manufacturer's suggested retail price or list price is the regular price charged by a majority of principal outlets in the trade area in which Wellby does business and Wellby can show that the manufacturer's suggested retail price or list price is the regular price charged by a majority of principal retail outlets in the trade area in which Wellby does business. (If the Federal Trade Commission Guides which relate to the advertising by retailers of manufacturer's recommended prices and which became effective January 8, 1964 are revised and superseded, paragraph 3 of this Assurance of Discontinuance shall be modified accordingly without filing an amended Assurance.)

Definition: As used in this Assurance of Discontinuance the term regular price means the price, in the same quantity, quality and with the same service at which the seller or advertiser of the product or service has openly and actively sold the product or service in the trade area in which he is

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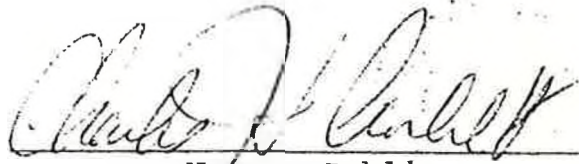
making an offer or advertising in the most recent and regular course of business, for a reasonably substantial period of time, i.e. at least a 30 day period.

Hannaford Bros. Co.

By _____
James L. Moody, Jr.
President

STATE OF MAINE
COUNTY OF CUMBERLAND

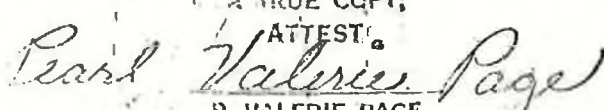
The foregoing instrument was acknowledged before me this 9th day of OCTOBER, 1975, by James L. Moody, Jr., President of Hannaford Bros. Co., a corporation doing business under the assumed name of Wellby Super Drug Store, on behalf of the corporation.



Notary Public

My Commission Expires My Commission Expires June 2, 1978

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A TRUE COPY;
ATTEST

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