

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
)	Chapter 11
GROEB FARMS, INC.)	
)	Case No. 13-58200
Debtor.)	
)	Honorable Walter Shapero

**DEBTOR'S MOTION FOR ENTRY OF AN ORDER PURSUANT TO
28 U.S.C. §156(c) AND BANKRUPTCY RULE 2002 AUTHORIZING
ENGAGEMENT OF KURTZMAN CARSON CONSULTANTS LLC
AS CLAIMS, NOTICING, AND BALLOTING AGENT
NUNC PRO TUNC TO THE PETITION DATE**

The debtor and debtor in possession in the above-captioned case (the “Debtor”), by and through its proposed counsel, Foley & Lardner, LLP, file this motion (the “Motion”) for entry of order pursuant to 28 U.S.C. § 156(c) and Rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), authorizing and approving the engagement of Kurtzman Carson Consultants LLC (“KCC”) as claims, noticing, and balloting agent for the Debtor. In further support of this Motion, the Debtor respectfully represents as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to hear the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this proceeding and the Application is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The relief sought herein is authorized by 28 U.S.C. § 156(c) and Rule 2002(f) of the Bankruptcy Rules.

Background

2. On the date hereof (the “Petition Date”), the Debtor filed a petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1330, as amended (the



“Bankruptcy Code”), in the United States Bankruptcy Court for the Eastern District of Michigan. The Debtor intends to continue in possession of its property and to manage its business as debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed and no committees have been appointed or designated in the Debtor’s chapter 11 case.

3. The Debtor was formed in 1981 and is the country’s leading processor and packager of honey for food manufacturers, food service companies, and retail customers.

4. The Debtor is headquartered in Onsted, Michigan. The Debtor also operates a honey processing facility in San Bernardino, California, and maintains a testing lab in Belleview, Florida.

5. The Debtor has approximately 76 full time employees, 8 contractors hired through staffing services, and 4 part time employees. Approximately 47 of the employees are in Michigan, 25 are in California, 2 are in Georgia, and 2 are in Florida. For the fiscal year ended December 31, 2012 the Debtor had net sales from continuing operations of approximately \$137.8 million.

6. In 2001, the Government imposed anti-dumping duties on honey imported from China. After the institution of these duties, the honey industry increasingly imported honey whose country of origin was identified to the buyers as Asian nations such as Vietnam, Malaysia, and Indonesia. When imports identified with a Chinese country of origin fell, the Government began to investigate the honey industry and the possibility that honey was being transshipped (i.e. shipped through a second country to conceal its origins) and/or mislabeled to avoid the anti-dumping duties. Beginning in 2007, the U.S. Department of Justice (“DOJ”) brought the first of several cases in different districts alleging that U.S. honey packers had imported transshipped

honey. In 2008, the Debtor received a grand jury subpoena seeking information relating to the investigation of its industry.

7. Following an extensive DOJ investigation, in February 2013, the Debtor entered into a deferred prosecution agreement (the “DPA”) with the DOJ as a global resolution for the Debtor. The agreement required the Debtor to: (1) accept and acknowledge responsibility for historical purchases of transshipped honey; (2) continue cooperating with the government’s ongoing investigation for two years; (3) pay a \$2 million fine; (4) dispose of any and all Chinese-origin honey in its possession which entered the country in contradiction to the duty requirements and (5) cease selling any of its finished goods containing such Chinese honey. The agreement further required the Debtor to continue ongoing compliance programs and remediation measures. The DPA acknowledged that two former, unnamed executives had misled the Debtor’s board, the Debtor’s customers and the public.

8. Both before and after execution of the DPA, the Debtor took a number of steps to remediate issues regarding potentially transshipped honey. In January 2012, the Debtor retained Foley & Lardner LLP to conduct an internal investigation. In January 2012, the Debtor also began revising its policies and procedures relating to the procurement of honey overseas. In February 2012, the Debtor named a new interim president and relieved its then-current CEO from his operating responsibilities. In June 2012, the Debtor agreed to a separation agreement with such CEO and stripped the then-current vice president of operations of all purchasing responsibility and subsequently terminated him. The Debtor hired a new full time president and CEO, Rolf Richter, effective June 27, 2012. The Debtor also licensed software to facilitate verification of container numbers and countries of origin for the honey that the Debtor purchases. The Debtor continues to carry BRC certification at each of its plants, which is a globally

recognized food safety, quality and audit program subject to stringent audit testing by third parties. The Debtor also has strengthened its supplier audit program and reinvigorated lab testing procedures at its state-of the-art lab testing facility in Florida. In October 2012, the Debtor hired John Wolf as its Vice President of Supply Chain and Management, to further enhance supply management and compliance. Mr. Wolf has a long history of experience in the food industry, including 24 years with Kellogg's.

9. As a result of the foregoing measures, the Debtor has robust policies and procedures in place relating to the purchase of honey to avoid international duty issues in the future. The Debtor also provides compliance training to all of its employees.

10. The Debtor had hoped that the DPA would enable the Debtor to have a fresh start with new executives and a new compliance program. However, in April 2013, just two months after the DPA was finalized, two civil putative class action lawsuits were filed against the Debtor in the United States District Court for the Northern District of Illinois by producers, packers and/or distributors of honey. In *Adee Honey Farms, et al v. Groeb Farms, et al.*, Case No. 1:13-cv-02922 (the "Adee Lawsuit"), the putative class alleges violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO") and Lanham Act. In *Moore's Honey Farm, et al. v. Groeb Farms, Inc., et al.*, Case No. 1:13-cv-02905 (the "Moore Lawsuit"), and collectively with the Adee Lawsuit, the "Putative Class Actions", the putative class alleges violations of RICO and common law fraud, negligent misrepresentations, conspiracy, and clandestine wrongful importation without paying the anti-dumping duties. On June 24, 2013, the Putative Class Actions were consolidated (hereinafter, the "Putative Class Action") by Order of the Court handling the Moore Lawsuit (the "Consolidation Order"). An Amended Complaint must be filed pursuant to the Consolidation Order on or before October 21, 2013. The Putative Class Action is

based on the factual statements contained in the DPA and claims the class members were harmed by the Debtor and other defendants' purchases of transshipped honey. While none of the claims make a specific damage demand, RICO and Lanham Act cases carry a potential for treble damages and attorneys' fees.

11. As a result of the DPA, and the costs associated with it, including: (1) the \$2,000,000 fine; (2) the legal fees; (3) the costs of the compliance programs; and (4) the costs incurred in recruiting and hiring new, experienced executives, the Debtor has incurred significant unanticipated expenses.

12. Although the Debtor has significant defenses to the allegations in the Putative Class Action, the fine, the attorneys' fees and litigation and other expenses have severely strained, and would continue to severely strain, the Debtor's liquidity. In addition, despite the fact that the putative classes have not been certified, the mere existence of these lawsuits negatively affects the value of the Debtor outside of a bankruptcy proceeding and impedes potential buyers from purchasing the company at a maximized value to resolve the Debtor's financial issues.

13. In addition, increased prices in the honey market and supply shortages have had a negative impact on the Debtor. In late 2010, the Debtor had contracts with certain suppliers to purchase substantial amounts of honey at agreed-upon prices, while the honey market was experiencing significant price increases. However, these suppliers failed to deliver the product to the Debtor. As a result, the Debtor was forced to re-enter the honey market to buy replacement product at a time when, on a global basis, prices were increasing and the supply of honey was decreasing. The Debtor has initiated legal action against certain suppliers in order to

receive the contracted honey. These issues have put further pressure on the Debtor's financial condition.

14. As a result of the foregoing and various other factors, the Debtor defaulted under its Credit Agreement with Wells Fargo Bank, N.A. ("Wells"). As a result, Wells began to exercise its rights and remedies, including without limitation: (a) imposing a \$750,000 reserve in borrowing on July 23, 2013; and (b) reducing or limiting the Debtor's available credit. These actions significantly reduced the Debtor's available cash, rendering it unable to buy necessary raw honey needed in the operation of its business.

15. On or about July 24, 2013, the Debtor hired Houlihan Lokey Capital, Inc. ("Houlihan") to assist with the assessment and implementation of strategic alternatives. Thereafter, Houlihan undertook an extensive marketing effort, including reaching out to 165 potentially interested parties, including strategic and financial buyers and capital providers. Houlihan secured Confidentiality Agreements from 75 parties and submitted a Confidential Information Memorandum to those parties. As part of the marketing process, Houlihan requested the submission of Indications of Interest ("IOIs") on or before September 18, 2013.

16. The Debtor received eight written IOIs, including a proposal from Honey Financing Company, LLC ("Honey Financing"), an affiliate of Peak Rock Capital, to restructure the obligations of the Debtor and acquire the equity of the reorganized Debtor pursuant to the chapter 11 Plan of Reorganization (the "Plan") filed contemporaneously herewith. After reviewing the IOIs, the Debtor determined that the proposal from Honey Financing was the best overall offer based on the following factors, among others: (1) the Debtor's financing needs and lending arrangements; (2) the speed and certainty of closing the transaction; and (3) the total overall value to be provided to all stakeholders as a result of the transaction. Therefore, the

Debtor elected to pursue the transaction with Honey Financing. The Debtor entered into the Restructuring Support Agreement in connection with the offer (the “Honey Financing RSA”).

17. Also on September 18, 2013, HC Capital Holding 0909A (“HC”), an affiliate of Honey Financing, purchased the Wells debt, and became the Debtor’s senior secured lender.

18. In order to further bolster its restructuring efforts, the Debtor executed a Restructuring Support Agreement with its senior subordinated debt holders, Argosy Investment Partners II, L.P, and Marquette Capital Fund I, LP (the “Senior Subordinated Debt RSA”).

19. The Debtor has also entered into a Restructuring Support Agreement with the interim class action co-lead counsel in the Putative Class Action (the “Putative Class Action RSA” and collectively with the Honey Financing RSA and the Senior Subordinated Debt RSA, the “RSAs”).

20. The Debtor filed this chapter 11 case in order to affect the restructuring transaction as defined in the RSAs.

21. Additional factual background relating to the Debtor, including its corporate structure, business operations, the circumstances leading to the filing of the chapter 11 case, the Restructuring Agreement and the Debtor’s existing indebtedness, is set forth in detail in the Irvin Declaration, filed concurrently herewith and fully incorporated herein by reference.

Relief Requested

22. Pursuant to 28 U.S.C. 156(c) and Bankruptcy Rule 2002, the Debtor seeks to engage KCC in connection with this Chapter 11 Case pursuant to the terms set forth in the proposed engagement agreement (the “Engagement Agreement”), attached hereto as **Exhibit 6**

Basis for Relief

23. The relief requested herein is appropriate under 28 U.S.C. § 156(c) which governs staffing and expenses of the Court and states in pertinent part:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c).

24. The Debtor has identified approximately 1000 entities or persons to which notice must be given for various purposes, making utilization of an outside claims and noticing agent appropriate in this case. Noticing and receiving, docketing and maintaining proofs of claim would impose heavy administrative and other burdens upon the Court and the Office of the Clerk of the United States Bankruptcy Court for the Eastern District of Michigan (the "Clerk's Office"). Preparing and serving the notices on all such creditors and parties in interest and docketing and maintaining the large number of proofs of claim that may be filed in this case would strain the resources of the Clerk's Office.

25. The Debtor respectfully submits that the Debtor's engagement of an independent third party to act as agent for the Court and to perform such services is the most effective and efficient manner by which to perform, among other things, the following tasks: (i) transmit certain notices to creditors and parties in interest in this case, (ii) receiving, docketing, maintaining, photocopying and transmitting proofs of claim in this case, (iii) overseeing the distribution of solicitation material, (iv) receiving, reviewing and tabulating ballots, and (v) performing other administrative tasks such as maintaining creditor lists and mailing addresses.

26. Accordingly, the Debtor proposes to engage KCC to perform these tasks in this case.

Scope of KCC's Services¹

27. The Debtor seeks to engage KCC to, among other things, (i) transmit certain notices to creditors and parties in interest in this case, (ii) receiving, docketing, maintaining, photocopying and transmitting proofs of claim in this case, (iii) overseeing the distribution of solicitation material, (iv) receiving, reviewing and tabulating ballots, and (v) performing other administrative tasks such as maintaining creditor lists and mailing addresses. If KCC is not engaged, then the Debtor may have to divert substantial manpower to, or employ other professionals to, among other tasks, manage the claims process and implement the plan solicitation process.

28. Pursuant to the Engagement Agreement, KCC may provide the following services to the Debtor:

- a. Prepare and serve required notices in this Chapter 11 Case, such as:
 - (1) notice of the commencement of this Chapter 11 Case and the initial meeting of creditors pursuant to § 341(a) of the Bankruptcy Code;
 - (2) notice of the claims bar date;
 - (3) notice of objections to claims;
 - (4) notice of any hearings on the disclosure statement and confirmation of the plan of reorganization; and
 - (5) other miscellaneous notices to any entities, as the Debtor may deem necessary or appropriate for an orderly administration of this Chapter 11 Case;

¹ This only serves as a summary of the services to be provided. If there are any discrepancies between the Application and the Engagement Agreement, the Engagement Agreement shall govern.

b. After the mailing of a particular notice, prepare for filing with the Bankruptcy Court a certificate or affidavit of service that includes a copy of the notice involved, an alphabetical list of persons to whom the notice was mailed, and the date and manner of mailing;

c. Receive and record proofs of claim and proofs of interest filed;

d. Create and maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:

- (1) the name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent, and the entity against which such claim was filed;
- (2) the date received;
- (3) the claim number assigned;
- (4) the asserted amount and classification of the claim;
- (5) implement necessary security measures to ensure the completeness and integrity of the claims registers; and
- (6) transmit to the Clerk's Office a copy of the claims registers upon request and at agreed upon intervals;

e. Act as balloting agent which will include the following services:

- (1) print ballots including the printing of color-coded, creditor- and shareholder-specific ballots, as required by the plan of reorganization;
- (2) prepare voting reports by plan class, creditor or shareholder and amount for review and approval by the Debtor and its counsel;
- (3) coordinate mailing of ballots, disclosure statement and plan of reorganization or other appropriate materials to all voting and nonvoting parties and provide affidavit of service;
- (4) establish a telephone contact number to receive questions regarding voting on the plan; and
- (5) receive and tabulate ballots, inspect ballots for conformity to voting procedures, date stamp and number ballots consecutively, provide computerized balloting database services and certify the tabulation results;

f. Maintain an up-to-date mailing list for all entities that have filed a proof of claim or proof of interest, which list shall be available upon request of a party in interest or the Clerk's Office;

g. Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours;

h. Record all transfers of claims pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rule 3001(e)") and provide notice of such transfers as required by Bankruptcy Rule 3001(e);

i. Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements;

j. Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe; and

k. Perform such other administrative and support services related to noticing, claims, docketing, solicitation and distribution as the Debtor may reasonably request and which Servicing Agent may agree to perform, including but not limited to, providing administrative support services with respect to the Debtor's information assembly and dissemination/distribution functions.

29. The Debtor believes that the engagement of KCC will: (a) relieve the Clerk's Office of a significant administrative burden, (b) avoid delay in processing proofs of claim and interests, (c) reduce legal fees that would be otherwise incurred in connection with the retrieval of proof of claim copies from the Clerk's Office and responding to numerous claim-related inquiries, and (d) reduce costs of notice to parties and provide an efficient medium to communicate case information. In addition, the Debtor's management and professionals will

coordinate responsibilities with KCC to ensure that no unnecessary duplication of services occurs.

KCC's Qualifications

30. KCC is well-qualified to perform claims processing and the various services set forth in the Engagement Agreement. KCC specializes in providing data processing services to chapter 11 debtors in connection with administration and reconciliation of claims, as well as administration of plan balloting.

31. KCC has provided identical or substantially similar services, as contractor or subcontractor, in many other chapter 11 cases in this and a variety of other jurisdictions. *See, e.g., Energy Conversion Devices, Inc., et al.*, Case No. 12-43166 (Bankr. E.D. Mich. 2012); *In re Checker Motors Corp.*, Case No. 09-00358 (Bankr. W.D. Mich. 2009); *In re Contech U.S., LLC, et al.*, Case No. 09-42392 (Bankr. E.D. Mich. 2009); *In re North Oakland Medical Center (Pontiac General Hospital)*, Case No. 08-60731 (Bankr. E.D. Mich. 2008); *In re Sturgis Iron & Metal Co., Inc.*, Case No. 08-02966 (Bankr. W.D. Mich. 2008); *In re BHM Technologies Holdings, Inc., et al.*, Case No. 08-04413 (Bankr. W.D. Mich. 2008); *In re Greektown Holdings, LLC, et al.*, Case No. 08-53104 (Bankr. E.D. Mich. 2008); *In re Pine River Plastics, Inc.*, Case No. 07-42051 (Bankr. E.D. Mich. 2007); *In re Collins & Aikman Corp., et al.*, Case No. 05-55927 (Bankr. E.D. Mich. 2005); *In re Giordano's Enter., Inc., et al.*, Case No. 11-06098 (Bankr. N.D. Ill. 2011); *In re Gas City, Ltd., et al.*, Case No. 10-47879 (Bankr. N.D. Ill. 2010); *In re AMCORE Financial, Inc.*, Case No. 10-37144 (Bankr. N.D. Ill. 2010); *In re XMH Corp. I (f/k/a Hartmarx Corp.), et al.*, Case No. 09-02046 (Bankr. N.D. Ill. 2009); *In re Trident Microsystems, Inc., et al.*, Case No. 12-10069 (Bankr. D. Del. 2012); *In re AES Eastern Energy, L.P., et al.*, Case No. 11-14138 (Bankr. D. Del. 2011); *In re William Lyon Homes, et al.*, Case No. 11-14019 (Bankr. D. Del. 2011); *In re PMI Group, Inc.*, Case No. 11-13730 (Bankr. D. Del.

2011); *In re Blitz U.S.A., Inc.*, Case No. 11-13603 (Bankr. D. Del. 2011); *In re Filene's Basement, LLC*, Case No. 11-13511 (Bankr. D. Del. 2011); *In re NewPage Corp., et al.*, Case No. 11-12804 (Bankr. D. Del. 2011); *In re DSI Holdings, Inc., et al.*, Case No. 11-11941 (Bankr. D. Del. 2011); *In re Nebraska Book Co., Inc., et al.*, Case No. 11-12005 (Bankr. D. Del. 2011); *In re Alexander Gallo Holdings, LLC, et al.*, Case No. 11-14220 (Bankr. S.D.N.Y. 2011); *In re Marco Polo Seatrade B.V., et al.*, Case No. 11-13634 (Bankr. S.D.N.Y. 2011); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. 2011); *In re Great Atl. & Pac. Tea Co.*, Case No. 10-24549 (Bankr. S.D.N.Y. 2010); *In re Vertis Holdings, Inc.*, Case No. 10-16170 (Bankr. S.D.N.Y. 2010).

Compensation

32. The Debtor proposes to engage KCC at the rates set forth in the Engagement Agreement. The Debtor and KCC (subject to the Court's authorization hereof) agree that KCC will bill the Debtor monthly for services rendered to the Debtor during the preceding month. The Debtor believes that the proposed rates to be charged by KCC are reasonable and appropriate for services of this nature. Pursuant to section 503(b)(1)(A) of title 11 of the Bankruptcy Code, the Debtor hereby requests that the fees to be charged by KCC, together with its necessary and actual expenses, be allowed as administrative expenses of the Debtor's estate.

33. As part of the overall compensation payable to KCC under the terms of the Engagement Agreement, the Debtor has agreed to certain limitations of liability and indemnification obligations as described in the Engagement Agreement. These indemnification obligations exclude any losses arising from KCC's gross negligence or willful misconduct, and also any indemnification for any matter which does not comport with applicable law.

34. If KCC's services are terminated, KCC shall perform its duties until a complete transition with the Clerk's Office or any successor claims/noticing/balloting agent occurs in accordance with the amounts and procedures set forth in the Engagement Agreement.

35. The Debtor respectfully submits that the fees and expenses to be incurred by KCC are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals. Specifically, the Debtor requests authorization to compensate KCC on a monthly basis, in accordance with the terms of the Engagement Agreement, upon KCC's submission to the Debtor, United States Trustee and counsel for any official committees to be formed in this case of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection with services provided by KCC. The Debtor further proposes that any official committee and the United States Trustee have fifteen (15) days from service of a monthly invoice to object to payment of the invoice by the Debtor, and that in the event any such objection cannot be resolved by the parties, that the Debtor shall schedule the objection for hearing.

36. KCC will comply with all requests of the Clerk's Office and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

KCC's Disinterestedness

37. Although the Debtor does not propose to retain KCC under Section 327 of the Bankruptcy Code, to the best of the Debtor's knowledge, and as disclosed in the attached Gershbein Affidavit, the officers and employees of KCC: (a) do not have any material adverse connection with the Debtor, the Debtor's creditors or any other party in interest or its respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee; and (b) do not hold or represent an interest materially adverse to the

Debtor's estate. Because of the ministerial nature of the duties performed by KCC and the confidentiality clause in the Engagement Agreement, KCC may, however, provide professional services to entities or persons that may be creditors or parties in interest in this Chapter 11 Case, which services do not relate to, or have any direct connection with this Chapter 11 Case or the Debtor.

38. To the best of the Debtor's knowledge, KCC is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that its officers and employees:

- a. are not creditors, equity security holders or insiders of the Debtor;
- b. are not and were not, within two years before the date of the filing of the Debtor's Chapter 11 petition, directors, officers or employees of the Debtor; and
- c. do not have an interest materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

39. Prior to the Petition Date, KCC performed certain professional services for the Debtor. The Debtor does not owe KCC any amount for services performed or expenses incurred prior to the Petition Date.

Notice

40. Notice of this Motion will be given to (i) the United States Trustee for the Eastern District of Michigan, (ii) all known secured creditors and their counsel; (iii) the twenty (20) largest unsecured creditors of the Debtor, and (iv) any party requesting notice. In light of the nature of the relief requested herein, the Debtor submits that no further notice is required.

41. No previous motion for the requested relief has been made to this or any other court.

WHEREFORE, the Debtor respectfully requests that this Court enter an order, substantially in the form attached as **Exhibit 1**, and granting such further relief as the Court deems appropriate.

Dated: Detroit, Michigan
October 1, 2013

FOLEY & LARDNER LLP

/s/ Judy A. O'Neill

Judy A. O'Neill (P32142)

John A. Simon (P61866)

Tamar N. Dolcourt (P73425)

One Detroit Center

500 Woodward Ave., Suite 2700

Detroit, MI 48226-3489

(313) 234-7100 (Telephone)

(313) 234-2800 (Facsimile)

Proposed Counsel for the Debtor and Debtor in Possession

EXHIBIT 1

Proposed Form of Order

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In re:)	
)	Chapter 11
GROEB FARMS, INC.)	Case No. 13-58200
)	
Debtor.)	Honorable Walter Shapero

**ORDER AUTHORIZING ENGAGEMENT OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING AND BALLOTING
AGENT *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the Debtor’s Motion for Entry of an Order Pursuant to 28 U.S.C. § 156(c) and Bankruptcy Rule 2002 Authorizing Engagement of Kurtzman Carson Consultants LLC (“KCC”) as Claims, Noticing, and Balloting Agent, *nunc pro tunc* to the Petition Date (the “Motion”)¹; and upon consideration of the Gershbein Affidavit; and due and sufficient notice of the Application having been given under the particular circumstances; and the Court having jurisdiction pursuant to sections 157 and 1334 of Title 28 of the United States Code to consider the Application and the relief requested therein; and venue being proper in this Court pursuant to sections 1408 and 1409 of Title 28 of the United States Code; and it appearing that no other or further notice need be provided; and it appearing that the relief requested in the Application is in the best interest of the Debtor, its estate, creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefore;

¹ Capitalized terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Motion.

IT IS HEREBY ORDERED that:

1. The Motion is GRANTED
2. The Debtor is authorized to engage KCC on the terms and conditions of the Engagement Agreement attached to the Motion.
3. The terms of the Engagement Agreement are approved subject to the terms of this Order.
4. KCC is authorized to provide the services set forth in the Motion and Engagement Agreement and is appointed as agent for the office of the Clerk of this Court (the "Clerk's Office") and, as such, is designated as the authorized repository for all proofs of claims filed in this case and is authorized and directed to maintain official claims registers for the Debtor and to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct.
5. KCC shall not be required to file applications for compensation with the Court. KCC shall submit monthly invoices to the Debtor, with copies to the Debtor's counsel, the United States Trustee and counsel for any official committees formed in this case. The Debtor is authorized to pay KCC's invoices if no objections to the invoices have been received within fifteen (15) days of service.
6. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC incurred pursuant to the Engagement Agreement shall be an administrative expense of the Debtor's estate.
7. The Debtor and KCC are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

8. The Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order, including any disputes relating to KCC's invoices and compensation.

Exhibit 2

Notice of Motion and Opportunity to Object

Not Applicable

Exhibit 3

Required Brief

Not Applicable

Exhibit 4

Certificate of Service

**THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

_____)	
In re:)	Chapter 11
)	
GROEB FARMS, INC.)	Case No. 13-58200
)	
Debtor.)	Honorable Walter Shapero
_____)	

CERTIFICATE OF SERVICE

The Debtor has engaged a Noticing Agent, which will serve this Motion and file a subsequent Proof of Service after it has performed the serve.

Dated: October 1, 2013
Detroit, Michigan

FOLEY & LARDNER LLP

/s/ Judy A. O'Neill
Judy A. O'Neill (P32142)
John A. Simon (P61866)
Tamar N. Dolcourt (P73425)
One Detroit Center
500 Woodward Ave., Suite 2700
Detroit, MI 48226-3489
(313) 234-7100 (Telephone)
(313) 234-2800 (Facsimile)

Proposed Counsel for the Debtor and Debtor in Possession

Exhibit 5

Affidavit of Evan Gershbein

)	
In re:)	Chapter 11
)	
GROEB FARMS, INC.)	Case No. 13-58200
)	
Debtor.)	Honorable Walter Shapero
)	

[illegible]

1. I am the Senior Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants LLC (“KCC”), a data processing company specializing in the administration of large bankruptcy cases with offices located at 2335 Alaska Avenue, El Segundo, California 90245, and I make this affidavit on behalf of KCC (this “Affidavit”). I submit this Affidavit in support of the application of the above captioned debtor and debtor-in-possession (the “Debtor”) in the above-captioned chapter 11 case (the “Chapter 11 Case”) for entry of an order authorizing and approving the engagement of KCC as claims, noticing and balloting agent to the Debtor in this Chapter 11 Case. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

4814-2484-7126.1

KCC is well qualified to provide the Debtor experienced services as claims, noticing and balloting agent in connection with this Chapter 11 Case.

3. The compensation arrangement provided for in the Retention Agreement is consistent with and typical of arrangements entered into by KCC and other such firms with respect to rendering similar services for clients such as the Debtor.

4. The Debtor will pay KCC fees and expenses upon the submission of monthly invoices by KCC summarizing, in reasonable detail, the services for which compensation is sought.

5. KCC has provided identical or substantially similar services, as contractor or subcontractor, in many other chapter 11 cases in this and a variety of other jurisdictions. *See, e.g., Energy Conversion Devices, Inc., et al.*, Case No. 12-43166 (Bankr. E.D. Mich. 2012); *In re Checker Motors Corp.*, Case No. 09-00358 (Bankr. W.D. Mich. 2009); *In re Contech U.S., LLC, et al.*, Case No. 09-42392 (Bankr. E.D. Mich. 2009); *In re North Oakland Medical Center (Pontiac General Hospital)*, Case No. 08-60731 (Bankr. E.D. Mich. 2008); *In re Sturgis Iron & Metal Co., Inc.*, Case No. 08-02966 (Bankr. W.D. Mich. 2008); *In re BHM Technologies Holdings, Inc., et al.*, Case No. 08-04413 (Bankr. W.D. Mich. 2008); *In re Greektown Holdings, LLC, et al.*, Case No. 08-53104 (Bankr. E.D. Mich. 2008); *In re Pine River Plastics, Inc.*, Case No. 07-42051 (Bankr. E.D. Mich. 2007); *In re Collins & Aikman Corp., et al.*, Case No. 05-55927 (Bankr. E.D. Mich. 2005); *In re Giordano's Enter., Inc., et al.*, Case No. 11-06098 (Bankr. N.D. Ill. 2011); *In re Gas City, Ltd., et al.*, Case No. 10-47879 (Bankr. N.D. Ill. 2010); *In re AMCORE Financial, Inc.*, Case No. 10-37144 (Bankr. N.D. Ill. 2010); *In re XMH Corp. I (f/k/a Hartmarx Corp.), et al.*, Case No. 09-02046 (Bankr. N.D. Ill. 2009); *In re Trident Microsystems, Inc., et al.*, Case No. 12-10069 (Bankr. D. Del. 2012); *In re AES Eastern Energy*,

L.P., et al., Case No. 11-14138 (Bankr. D. Del. 2011); *In re William Lyon Homes, et al.*, Case No. 11-14019 (Bankr. D. Del. 2011); *In re PMI Group, Inc.*, Case No. 11-13730 (Bankr. D. Del. 2011); *In re Blitz U.S.A., Inc.*, Case No. 11-13603 (Bankr. D. Del. 2011); *In re Filene's Basement, LLC*, Case No. 11-13511 (Bankr. D. Del. 2011); *In re NewPage Corp., et al.*, Case No. 11-12804 (Bankr. D. Del. 2011); *In re DSI Holdings, Inc., et al.*, Case No. 11-11941 (Bankr. D. Del. 2011); *In re Nebraska Book Co., Inc., et al.*, Case No. 11-12005 (Bankr. D. Del. 2011); *In re Alexander Gallo Holdings, LLC, et al.*, Case No. 11-14220 (Bankr. S.D.N.Y. 2011); *In re Marco Polo Seatrade B.V., et al.*, Case No. 11-13634 (Bankr. S.D.N.Y. 2011); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. 2011); *In re Great Atl. & Pac. Tea Co.*, Case No. 10-24549 (Bankr. S.D.N.Y. 2010); *In re Vertis Holdings, Inc.*, Case No. 10-16170 (Bankr. S.D.N.Y. 2010).

6. To the best of my knowledge and belief, neither I nor KCC holds or represents any interest materially adverse to the Debtor's estate and KCC will not represent any other entity in connection with this Chapter 11 Case.

7. Based on the information available to me, I believe that KCC is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and holds no interest adverse to the Debtor and its estate for the matters for which KCC is to be engaged.

8. I am not related or connected to, and to the best of my knowledge, no other consultant of KCC is related or connected to any United States Bankruptcy Judge for the Eastern District of Michigan or the United States Trustee or to any employee in the offices thereof.

9. To the best of my knowledge and belief, and except as described herein, neither I nor KCC nor any officer or director of KCC has any connection or relationship with the Debtor that would conflict with the scope of KCC's retention or would create any interest materially

adverse to the Debtor's estate, any statutorily appointed committee or any other party in interest. KCC has and will continue to represent clients in matters unrelated to this Chapter 11 Case and has had and will continue to have relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to this case.

10. Although the Debtor does not propose to retain KCC under § 327 of the Bankruptcy Code, KCC has nonetheless conducted a conflicts analysis and, to the best of its knowledge, KCC neither holds nor represents an interest materially adverse to the Debtor's estate nor has a material connection to the Debtor, its creditors or their related parties with respect to any matter for which KCC will be engaged. KCC may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor or as a class action settlement administrator. To the best of my knowledge, such relationships are materially unrelated to this Chapter 11 Case. In addition, KCC personnel may have relationships with some of the Debtor's creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to this Chapter 11 Case. KCC has and will continue to represent clients in matters materially unrelated to this Chapter 11 Case. In addition, KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtor's case in matters unrelated to this case.

11. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As

such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtor's estate or any class of creditors or equity security holders.

12. KCC represents, among other things, that:

- a. it will not consider itself employed by the United States government in connection with the Debtor's case and shall not seek any compensation from the United States government in its capacity as notice, claims and solicitation agent;
- b. by accepting employment in this bankruptcy case, KCC waives any right to receive compensation from the United States government in its capacity as notice, claims and solicitation agent;
- c. in its capacity as claims, notice and solicitation agent, KCC will not be an agent of the United States and will not act on behalf of the United States; and
- d. KCC will not employ any past or present employees of the Debtor in connection with its work as in its capacity as notice, claims and solicitation agent.

13. There is no agreement or understanding between KCC and any other person or entity for sharing compensation received or to be received for services rendered by KCC in connection with this Chapter 11 Case.

14. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental affidavit.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 30, 2013

By: _____

Evan Gershbein
Senior Vice President of Corporate
Restructuring Services

State of California
County of Los Angeles

Subscribed and sworn to before me on this 30th day of September, by Evan Gershbein, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature _____
Commission #
My Comm. Expires

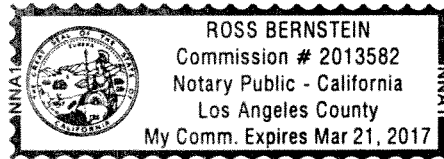


Exhibit 6

Engagement Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 25th day of September, 2013, between Groeb Farms, Inc. (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing (including without limitation class action and bankruptcy noticing), claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate provided they are discussed and agreed to in advance by the Company.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion



KCC AGREEMENT FOR SERVICES

and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$_____ (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct and any indemnification for any matter that does not comport with applicable law. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement. If, before the earlier of (i) the effective date of a chapter 11 plan in any bankruptcy case filed by the Company and (ii) the entry of an order closing any bankruptcy case the Company files, KCC believes that it is entitled to the payment of any amounts by the Company on account of indemnification, contribution and/or reimbursement obligations under this agreement, including without limitation the advancement of defense costs, KCC must file an application therefore in the Bankruptcy Court and the Company may not pay any such amounts to KCC before the entry of an order by the Bankruptcy Court approving the payment. The foregoing sentence is only intended to specify the period of time under which the Bankruptcy Court has jurisdiction over any request for indemnification, contribution or reimbursement, and is not a provision limiting the duration of the Company's obligation to indemnify KCC.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company.



KCC AGREEMENT FOR SERVICES

The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

~~Company~~ Groeb Farms, Inc.
~~Address~~ 10464 Bryan Hwy.
~~City, ST Zip~~ Onsted, MI 49265
Attn: Jack Irvin
Tel: (517) 467-8002
~~Fax:~~ E-mail: Jack@groebfarms.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.



KCC AGREEMENT FOR SERVICES

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Los Angeles County, State of California.

XVIII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.


[SIGNATURE PAGE FOLLOWS]



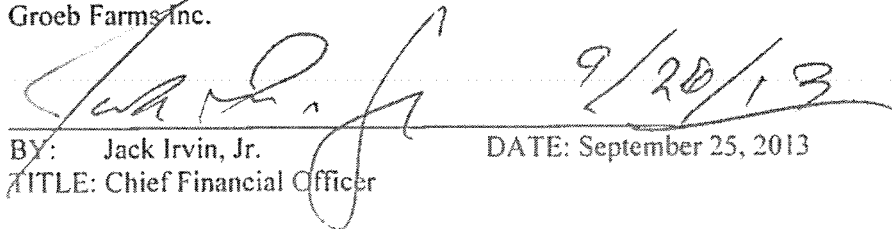
KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants, LLC


BY: EVAN GERSHBEIN DATE: 9/26/13
TITLE: SVP, CORPORATE RESTRUCTURING SERVICES

Groeb Farms, Inc.


BY: Jack Irvin, Jr. DATE: September 25, 2013
TITLE: Chief Financial Officer