

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

In re: Chapter 11
GROEB FARMS, INC. Case No.: 13-58200-wsd

Debtor / Judge: Walter S. Shapero

**GENERAL UNSECURED CLAIMS LITIGATION TRUST'S
FOURTH OBJECTION TO RECLASSIFY CLAIMS AS EQUITY INTERESTS
AND DISALLOW PURSUANT TO PLAN (RE: CLAIM NOS. 90, 108 AND 164)**

NOW COMES the General Unsecured Claims Litigation Trust (the "GUC Trust")
by and through the undersigned counsel, and states:

General Case Background

1. On October 1, 2013, Groeb Farms, Inc. ("Groeb", or the "Debtor") filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §101, et seq. (the "Bankruptcy Code").
2. On November 8, 2013, the Debtor filed its *Second Amended Plan of Groeb Farms, Inc., Pursuant to Chapter 11 of the Bankruptcy Code* (the "Plan") [D.I. 213]. On December 20, 2013, this Court entered the *Order Confirming The Second Amended Plan of Reorganization of Groeb Farms, Inc., Pursuant to Chapter 11 of the Bankruptcy Code* (the "Confirmation Order") [D.I. 375]. The Plan became effective on December 31, 2013 (the "Effective Date").
3. In accordance with the terms of the Plan, on the Effective Date, the GUC Trust was created for purposes including, among other things, pursuing and/or liquidating the GUC Trust Assets (as defined in the Plan), distributing the GUC Trust Distributable Proceeds (as defined in the Plan), if any, and reconciling and objecting to General Unsecured Claims as provided for in the Plan. The GUC Trustee has the power to act on behalf of the GUC Trust.

Objection

4. The GUC Trust objects to the Proofs of Claim set forth on **Exhibit A** attached hereto (the "Claims"). The Claims are filed by shareholders of the Debtor on account of stock ownership interests in the Debtor. A true and correct copy of the claims is attached as **Exhibit B** hereto. As such, the Claims are Existing Equity Interests (as defined under the Plan) and should be reclassified as Existing Equity Interests. Further, under the Plan, all Class 7 Existing Equity Interests were cancelled and extinguished and the Plan provides that "there shall be no



distribution to holders of Existing Equity Interests on account of such Existing Equity Interests.” *See* Plan at Article III.C.9. Accordingly, the Claims should be disallowed.

5. Section 502 of the Bankruptcy Code, and other applicable non-bankruptcy law set forth below, provide the bases for the relief sought in this Objection. Section 502(b) states in relevant part that:

[T]he court, after notice and a hearing, shall determine the amount of [a] claim in lawful currency of the United States as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that—

(1) such claim is unenforceable against the debtor or property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured ...

11 U.S.C. § 502(b).

WHEREFORE, for the reasons set forth above, the GUC Trust requests that this Court enter an Order reclassifying the Claims as Existing Equity Interests and per the Plan, enter an Order deeming the Claims to be canceled and extinguished.

Date: April 17, 2015

/s/ Sheryl L. Toby

Sheryl L. Toby (P39114)
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Counsel for the General Unsecured Claims
Litigation Trust

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

In re:

Chapter 11

GROEB FARMS, INC.
Debtor _____/

Case No.: 13-58200-wsd
Judge: Walter S. Shapero

OMNIBUS NOTICE OF OBJECTION TO CLAIMS

The General Unsecured Claims Litigation Trust has filed an objection to the claims listed on **Exhibit A** hereto and incorporated herein by reference, in this bankruptcy case:

Your claim may be reduced, modified, or denied. You should read these papers carefully and discuss them with your attorney, if you have one.

If you do not want the court to deny or change your claim, then on or before **May 21, 2015**, you or your lawyer must:

1. File with the court a written response to the objection explaining your position at:

U.S. Bankruptcy Court
211 West Fort Street, 17th Floor
Detroit, MI 48226

If you mail your response to the court for filing, you must mail it early enough so that the court will **receive** it on or before the date stated above. All attorneys are required to file pleadings electronically.

You must also mail a copy to:

Groeb Farms, Inc.
John A. Simon, Esq.
Judy A. O'Neill, Esq.
Tamar N. Dolcourt, Esq.
Foley & Lardner LLP
One Detroit Center
500 Woodward Avenue, Suite 2700
Detroit, MI 48226-3489

Counsel for the General Unsecured Claims Litigation Trust
PACHULSKI STANG ZIEHL & JONES LLP
Shirley S. Cho, Esq.

10100 Santa Monica Blvd., 13th Floor
Los Angeles, CA 90067
Tel: (310) 277-6910
Email: scho@pszjlaw.com

2. Attend the hearing on the objection, scheduled to be held on **May 28, 2015 at 11:00 a.m.** in Courtroom 1042, United States Bankruptcy Court, 211 West Fort Street, Detroit, Michigan 48226, unless your attendance is excused by mutual agreement between yourself and the objector's attorney. (Unless the matter is disposed of summarily as a matter of law, the hearing shall be a pre-trial conference only; neither testimony nor other evidence will be received. A pre-trial scheduling order may be issued as a result of the pre-trial conference.)

If you or your attorney do not take these steps, the Court may deem that you do not oppose the objection to your claim, in which event the court may cancel the hearing and enter an order sustaining the objection.

Date: April 17, 2015

/s/ Sheryl L. Toby

Sheryl L. Toby (P39114)
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Counsel for the General Unsecured Claims
Litigation Trust

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

In re:

Chapter 11

GROEB FARMS, INC.

Case No.: 13-58200-wsd

Debtor

Judge: Walter S. Shapero

**ORDER SUSTAINING GENERAL UNSECURED CLAIMS
LITIGATION TRUST'S FOURTH OBJECTION TO RECLASSIFY
CLAIMS AS EQUITY INTERESTS AND
DISALLOW PURSUANT TO PLAN (RE: CLAIM NOS. 90, 108 AND 164)**

This matter having come on for hearing before the Court by way of the objection (the "Objection") of the General Unsecured Claims Litigation Trust (the "GUC Trust") to Reclassify Claims as Equity Interests and Disallow Pursuant to the Plan (Re: Claim Nos. 90, 108 and 164), service having been made to the claimants with a notice of hearing allowing a thirty (30) day notice pursuant to Bankruptcy Rule 3007, a hearing having been held, the Court having heard the matter in open Court and for the reason stated on the record;

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

The objection to the Claims¹ filed by the GUC Trust is hereby granted.

IT IS FURTHER ORDERED as follows: *[Only provisions checked below apply]*

[x] Claim Numbers 90, 108 and 164 are reclassified as Existing Equity Interests.

[x] Claim Numbers 90, 108 and 164 were canceled and extinguished under the Plan, and accordingly, are disallowed and shall not be entitled to receive a distribution from the GUC Trust.

¹ Terms not defined herein shall have the meaning ascribed in the Objection.

Exhibit A

Date Filed	Claim No.	Claimant	Claim Amount	Basis for Objection
10/21/2013	90	Alison Tringale 115 Sumner PL CT Peachtree City, GA 30269	\$160,466.00	Equity Interest
10/21/2013	108	Craig S. Moore 8108 Waters Ave. Savannah, GA 31406	\$50,000.00	Equity Interest
11/1/2013	164	Howard S. Gross 620 Orchard Lane Glencoe, IL 60022	\$50,000.00	Equity Interest

EXHIBIT B

B 10 Modified (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF MICHIGAN		PROOF OF CLAIM	
Name of Debtor: Groeb Farms, Inc.		Case Number: 13-58200	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): ALISON TRINGALE		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where notices should be sent: ALISON TRINGALE 115 SUMNER PLACE CT. PEACHTREE CITY, GA 30269			
Telephone number: _____ email: <u>atringale@kennagroupusa.com</u>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.	
Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>160,446.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>* Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>	
2. Basis for Claim: <u>shares purchased</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)		3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable (when case was filed) Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			
7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____			
8. Signature: (See instruction #8) Check the appropriate box. <input checked="" type="checkbox"/> I am the creditor. <input type="checkbox"/> I am the creditor's authorized agent. <input type="checkbox"/> I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) <input type="checkbox"/> I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: <u>Alison Tringale</u> Title: <u>Chief Procurement Officer</u> Company: <u>Groeb Farms</u> Address and telephone number (if different from notice address above): _____ Telephone number: _____ Email: _____			

RECEIVED
OCT 29 2013
KURTZMAN CARLSON CONSULTANTS
COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



To: Alison Tringale

As you may be aware, Groeb Farms, Inc. (the "Company") is offering shares of its Series C 6% Convertible Preferred Stock and Series D Common Stock for sale to you as a new employee. This is a limited offer, with the goal of raising \$160,446 only from you.

In deciding whether to act, you should keep the following in mind. As is well known, the global and national economies are in disarray, which has frequently been described as a recession. There is no assurance as to when the economies will recover. The Company has not and will not be able to avoid the economic effects of the global and national economies. Furthermore, the Company conducts business in a highly competitive market.

Equities, which include the Series C 6% Convertible Preferred Stock and Series D Common Stock, are inherently risky. Holders of such stock, in the event of the liquidation, will be paid after the Company's banks and other lenders and trade creditors. In the event of a liquidation, there is no assurance that any funds will be paid to the purchasers and holders of the Company's equity.

The Company, by most standards, is considered a small business. As a small business, it has more limited access to capital than larger companies, including many of the Company's key competitors.

The Company does not have "deep pockets". In the event that the Company needs more capital, there is no assurance that the shareholders, including, specifically, the institutional shareholders, will have the funds or willingness to contribute more funds, in which case the Company will continue to have financial problems.

The shares of Series C 6% Convertible Preferred Stock and Series D Common Stock included in the offering have not been registered under the Securities Act of 1933. Therefore, purchasers cannot resell the shares unless they are registered under the Securities Act or unless an exemption from registration is available.

In addition, under the Company's shareholders' agreement, purchasers of the Series C 6% Convertible Preferred Stock and Series D Common Stock cannot freely sell their stock and, in any event, there is not likely to be a market for such stock. If the majority shareholders decide to sell their stock, they can require the other shareholders to go along with the sale, even if those shareholders do not believe that the time of the sale is the appropriate one or the price reasonable. As a minority shareholder, holders of the Series C 6% Convertible Preferred Stock and Series D Common Stock have very few rights regarding their ownership interest.

The Company has previously distributed its financial statements and, in any event, the Company routinely discusses its financial performance with its employees. As a result of having access to such information, you are aware of the financial condition of the Company and should take this into account when making your investment decision..

One should not purchase the stock unless he or she can bear the financial risk, including, potentially, the loss of all of the amount invested.

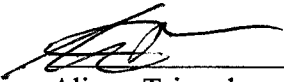
There is no requirement that you purchase any stock as a condition of employment.

If you have any questions concerning the foregoing, please let me know.

Sincerely yours,

Received:

Groeb Farms, Inc.

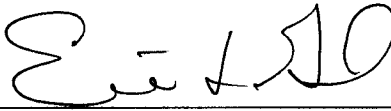


Alison Tringale

9/14/10

(Date)

By:



Ernest L. Groeb, President and CEO

1 **EXECUTIVE INVESTMENT/SHAREHOLDER AGREEMENT**
2 **(Series D Common – Alison Tringale)**

3 **GROEB FARMS, INC.**

4 **THIS AGREEMENT** is made and entered into as of the 10th day of September,
5 2010, by and among **GROEB FARMS, INC.**, a Michigan corporation (“Company”), and the
6 individuals executing this Agreement (collectively the “Executives” and individually an
7 “Executive”).

8 **RECITALS**

9 Each of the Executives is or will be an employee of Company.

10 Each of the Executives owns or will own shares of Company.

11 The parties desire to provide for the restriction on transfer of any of Executives’
12 shares of Company and any other direct or indirect interest in Company received by Executives
13 in exchange for such shares or into which such shares shall be exchanged and for certain other
14 matters as provided herein.

15 **NOW, THEREFORE**, in consideration of the mutual covenants herein
16 contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto
17 hereby agree as follows:

18 **ARTICLE I. DEFINITIONS**

19 As used herein the following terms shall have the following defined meanings:

20 “Affiliate” of any person or entity shall mean any other person or entity that,
21 directly or indirectly, controls, is under common control with, or is controlled by, that person.
22 For purposes of this definition, “control” (including, with correlative meaning, the terms
23 “controlled by” and “under common control with”) as used with respect to any person shall mean
24 the possession, directly or indirectly, of the power to direct or cause the direction of the
25 management and policies of such person, whether through the ownership of voting securities or
26 by contract or otherwise.

27 “Common Stock” shall mean (i) all shares of Common Stock in Company, (ii) all
28 shares of stock or equity securities received as a dividend or distribution on the Common Stock
29 described in clause (i), and (iii) and all shares of stock or other equity securities of Company or any
30 other entity into which the shares of stock or equity securities described in clause (i) and (ii) shall be
31 changed, or for which such shall be exchanged, whether through reorganization, recapitalization,
32 stock split-up, combination of shares, merger, consolidation or otherwise.

1 "Common Stock Holdings" shall mean holdings of Common Stock of Company
2 assuming the conversion of the Preferred Stock and all other securities convertible into Common
3 Stock and the exercise of all options and warrants.

4 "Company Public Offering" shall mean the date the Securities and Exchange
5 Commission declares effective a registration statement filed by Company (or the successor to
6 Company) under the Securities Act in connection with Company's (and/or its security holders')
7 broad based public distribution of capital stock that is intended to result in Company becoming
8 subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934,
9 as amended. The foregoing definition shall not include the filing of a registration statement with the
10 Commission under the Securities Act relating primarily to securities of Company to be issued
11 pursuant to an option, compensation or benefit plan or any such plan itself.

12 "Loan Agreement" means the Loan Agreement dated the date hereof, between
13 Company and Comerica Bank, and all other agreements, instruments and documents attached
14 thereto or delivered in connection therewith, as the same may be supplemented, modified or
15 amended from time to time.

16 "Qualified Company Public Offering" means an underwritten public offering by
17 Company (or the successor to Company) pursuant to an effective registration statement under the
18 Securities Act, as amended, to cover the offer or sale of Common Stock of Company (or other
19 securities into which such Common Stock shall be exchanged or for which such Common Stock
20 shall be exchanged) for the account of Company in which the aggregate gross proceeds to Company
21 exceed One Hundred Million Dollars (\$100,000,000.00).

22 "Sale of Company" shall mean, in each case as determined in good faith by the
23 Board of Directors of Company, (i) the sale of all or substantially all of the capital stock of
24 Company in one or a Series of related transactions, (ii) the sale of all or substantially all of the
25 business and assets of Company, (iii) the merger or other combination of, exchange of shares with,
26 Company involving the transfer of all or substantially all of the capital stock in Company, or (iv) a
27 Qualified Company Public Offering.

28 ARTICLE II. PURCHASE OF COMMON STOCK/RESTRICTIONS ON TRANSFER

29 2.1 Purchase of Shares. The Executive hereby agrees to purchase from
30 Company 1,266 shares of Series D Common Shares for \$91.00 per share (\$115,206 in the
31 aggregate).

32 2.2 Documents. Each of the Executives represents and warrants that he has
33 received and/or has reviewed or had access to copies of all documents which he has requested
34 concerning Company, including, but not limited to, the Restated Articles of Incorporation and
35 By-Laws and that he or she has received the "Disclosure Letter" set forth as Exhibit A.

36 2.3 Closing. The Closing of the purchase of shares of stock of Company (the
37 "Closing") shall occur simultaneously with the execution hereof.

38 2.4 Transfers Prohibited. Except as provided in Articles III and IV and
39 Section 7.5 below, testamentary transfer where the options in Section 5.1 are not exercised or

1 with the consent of the Board of Directors of Company, Executive shall not sell, gift, bequeath,
2 pledge, encumber, or otherwise transfer or dispose of (a "Transfer") any of Executive's shares of
3 Common Stock or any interest in any of Executive's shares of Common Stock except to the
4 Company.

5 2.5 Deposit of Stock in Trust. Each Executive shall irrevocably deposit with
6 Foley & Lardner LLP, as custodian, all of the certificates for shares owned by Executive,
7 together with stock transfer instruments executed in blank sufficient to effect the transfer of such
8 shares. Such certificates shall be held by such legal counsel on behalf of the Company in trust
9 for the account of the Executive.

10 ARTICLE III. EXECUTIVE'S PARTICIPATION IN CERTAIN TRANSACTIONS

11 3.1 Public Offering. In the event of a Company Public Offering in which any
12 other shareholder sells any Common Stock in Company, Executive may sell at Company's
13 expense the corresponding percentage of Executive's Common Stock (other than Restricted
14 Common Stock) in Company as such other investor on substantially the same terms and
15 conditions, and to such extent Executive's Common Stock shall be included in the Securities Act
16 registration of the Company Public Offering. In addition, following a Company Public Offering,
17 the Company will, at an Executive's request, use reasonable efforts to allow Executive to sell
18 shares of Common Stock in any registered public offering under the Securities Act of 1933, as
19 amended, pursuant to which other shareholders of the Company register shares for sale.
20 Executive's rights hereunder shall be subject to such reasonable terms, conditions and
21 restrictions as are established by the Board of Directors of Company. Determinations of the
22 Board of Directors of Company with respect to the matters which are the subject of this
23 Section 3.1 shall be final and binding on Executive.

24 3.2 Right of Co-Sale. In the event fifty percent (50%) of the outstanding
25 equity securities of Company (or any successor) is transferred directly or indirectly by Horizon
26 Capital Partners III, L.P., Argosy Investment Partners III, L.P. and/or Marquette Capital Fund I,
27 LP in a single transaction or a series of related transactions to a person who is not a shareholder
28 of or affiliated with Company or Horizon Capital Partners III, L.P., Argosy Investment
29 Partners III, L.P. and/or Marquette Capital Fund I, LP on the date of such sale (a "Third Party
30 Purchaser"), Company shall secure to Executive the right to sell the corresponding percentage of
31 Executive's shares of Common Stock (other than Restricted Common Stock), to such Third Party
32 Purchaser at the same price per share of Common Stock, directly or indirectly, and other terms as
33 offered by such Third Party Purchaser. In the event that Executive refuses to sell the
34 corresponding percentage of Executive's shares of Common Stock to such Third Party
35 Purchaser, Company shall have the right to elect to purchase (in which case Executive shall have
36 the obligation to sell) the corresponding percentage of Executive's shares of Common Stock at a
37 purchase price equal to the purchase price determined under Section 5.2 and on payment terms
38 provided in Section 5.3.

39 3.3 Tag-Along Sales. In addition to the provisions of Section 3.2, in the event
40 other shareholders and Company shall enter into an agreement for the Sale of Company, each
41 Executive agrees (i) to vote in favor of any merger provided Executive is receiving in such
42 merger the same per share price as each other holder of Common Stock of the same class,

1 Series and/or type (except to the extent of any liquidation preference required by such issue of
2 preferred or common shares), (ii) to vote in favor of any sale of all or substantially all of the
3 assets and business of Company, *provided* Executive shall be entitled to receive the proceeds of
4 such sale on an equal basis with each other holder of Common Stock of the same class,
5 Series and/or type owned by Executive, except to the extent of any liquidation preference
6 required by any issue of preferred or common shares, and (iii) to sell all shares of Common
7 Stock in such Sale of Company transaction; *provided* Executive is receiving in such Sale the
8 same per share price as each other holder of shares of Common Stock (except to the extent of
9 any liquidation preference required by any issue of preferred or common shares).

10 3.4 Pre-Emptive Rights. So long as Executive holds any Common Stock, if
11 the Company offers any shares of its common stock or any rights to acquire its common stock
12 (the "New Securities"), Executive shall be entitled to subscribe for his Proportionate Percentage
13 (as hereinafter defined) of the New Securities on the same price, terms and conditions applicable
14 to the third party offeree. Such right shall be exercisable by Executive giving written notice of
15 its desire to exercise such right within thirty (30) days after receiving notice of the Company's
16 offer of such New Securities. For purposes of this section, "Proportionate Percentage" shall
17 mean the percentage figure which expresses the ratio between the number of shares of Common
18 Stock owned by Executive, calculated on a fully diluted basis, and the aggregate number of
19 shares of common stock then outstanding on a fully-diluted basis. For purposes of this
20 Section 3.4, the term "New Securities" does not include: (a) securities issued pursuant to any
21 stock dividend, stock split, combination or other reclassification by the Companies of any capital
22 stock; (b) securities issued in an underwritten public offering; (c) stock issued on the date hereof;
23 (d) shares of Common Stock issued or issuable to directors of the Companies in accordance with
24 a plan approved by the Company's Board of Directors.

25 ARTICLE IV. [INTENTIONALLY OMITTED]

26 ARTICLE V. SEVERANCE OF EMPLOYMENT

27 5.1 Options to Purchase. Upon the severance of Executive's employment
28 with Company (which term shall include the Company and its subsidiaries) at any time for any
29 reason (such Executive being hereinafter referred to as the "Severed Executive"), and at anytime
30 after such severance of employment (i) Company shall have the right, on written notice to the
31 Severed Executive, not later than 90 days after the Severed Executive's termination of
32 employment, to purchase (in which case the Severed Executive shall have the obligation to
33 tender and sell to Company), and (ii) the Severed Executive shall have the right on written notice
34 to Company, not later than 90 days after the Severed Executive's termination of employment, to
35 elect to sell (in which case Company shall have the obligation to purchase and redeem), all of the
36 shares of Common Stock owned by such Severed Executive at the purchase price determined
37 under Section 5.2 (or Section 5.4 if applicable) and on payment terms as provided under
38 Section 5.3 hereof.

1 5.2 Redemption Price. Except as set forth in Section 5.4 , the redemption
2 price ("Redemption Price") for the shares of Common Stock shall be as follows: for all shares of
3 Series D Common Stock the amount equal to the book value ("Book Value") per share of such
4 Common Stock.

5 (a) The book value of each share of Series D Common Stock shall be
6 determined based on the balance sheet of the Company regularly prepared by Company for its
7 business purposes as of the end of the quarter immediately preceding such severance of
8 employment and assuming for purposes of determining book value that the Company is
9 hypothetically liquidated, with each asset valued at its net book value as set forth on such
10 balance sheet and assuming each liability is paid at its stated value, with each class of stock and
11 share of each class receiving an amount as determined for such class and share pursuant to the
12 Certificate of Incorporation of the Company as if the Company were liquidated and as if all
13 dividends that could be declared on the Company's preferred stock were declared and paid as
14 part of this.

15 5.3 Payment Terms.

16 (a) Initial Installment. The initial installment to be paid in cash at Closing
17 shall be as follows:

18 (i) In the event of an Involuntary Severance, the initial installment to be paid
19 in cash at the Closing shall be an amount equal to the greater of (A) thirty-three and 1/3
20 percent (33.3%) of the aggregate Redemption Price, or (B) the amount (up to the
21 Redemption Price) originally paid by the Executive in connection with the purchase of
22 (subscription for) such shares of Common Stock from the Company.

23 (ii) In all other cases (other than death), the initial installment to be paid in
24 cash at the closing shall be an amount equal to thirty-three and 1/3 percent (33.3%) of the
25 aggregate Redemption Price.

26 (b) Other Installment. The balance of the Redemption Price shall be payable
27 in two (2) equal annual payments (accelerated in the event of a Sale of Company) commencing
28 on the first anniversary of the Closing. The unpaid principal balance at any time outstanding
29 shall bear interest, payable with each installment of principal, at 7% per annum. At the
30 redeeming party's option, the redeeming party may pay at Closing the entire Redemption Price.
31 The obligation to pay all deferred installments of purchase price and interest thereon shall be
32 evidenced by a promissory note of the redeeming party. The promissory note shall reserve the
33 right to prepay the indebtedness evidenced thereby, in whole or in part, at any time, without
34 penalty or premium and to require acceleration of indebtedness if not paid within any applicable
35 grace period.

36 (c) Death. In the event of death, the Redemption Price shall be paid in full
37 within 90 days after the date of death.

1 5.4 Adjustments for Future Sales.

2 (a) With respect to any redemption pursuant to Section 5.1 above (other than
3 a redemption following a Severance for Cause or Resignation) of an Executive's shares of
4 Common Stock in Company from an Executive if there is a Sale of the Company within twelve
5 (12) months following such a redemption, Company shall pay to such Executive, as additional
6 consideration, an amount, if any, equal to (1) the excess of (A) the average per share, as the case
7 may be, amount received in connection with the Sale of the Company by holders of the same
8 class and Series of shares as that sold by the Executive, over (B) the per share consideration paid
9 by Company for such shares, (2) multiplied (in each instance) by the number of such shares sold
10 by the Executive to Company. The additional consideration shall be paid to the Executive at the
11 same time or times as paid to holders of the same class and Series of shares as that sold by
12 Executive. The foregoing shall only apply to Executives who were employed by Company for
13 one year or more.

14 5.5 Definitions. For purposes of this Agreement, the term:

15 "Involuntary Severance" shall mean with respect to an Executive, when such
16 Executive's employment with Company (which term as used in this Section 5.5 shall include the
17 Company and its subsidiaries) terminates upon (A) the severance by Company of the Executive's
18 employment relationship with Company other than for Cause (as hereinafter defined) and other
19 than by reason of the death of an Executive, (B) the full retirement by the Executive after
20 attaining the age of sixty-five (65) or (C) the Permanent Disability of the Executive.

21 "Permanent Disability" shall mean for purposes of this section, an Executive shall
22 be deemed to have a "permanent disability" when, as a result of his or her incapacity due to
23 physical or mental disability or illness (i) he or she shall satisfy all of the conditions for the
24 receipt of permanent disability benefits under the terms of any disability income policy
25 maintained by Company for his or her benefit or maintained by the Company Executive or (ii) if
26 no such disability income policy shall be in existence, he or she shall, for a period of six (6)
27 months, have been incapable of performing his or her customary duties on behalf of or services
28 to Company on a substantially full-time basis.

29 "Resignation" shall mean with respect to an Executive when such Executive's
30 employment with Company terminates upon the voluntary severance by the Executive of the
31 Executive's employment relationship with Company before attaining the age of sixty-five (65).

32 "Severance for Cause" shall mean with respect to an Executive, when such
33 Executive's employment relationship with Company is terminated by Company for Cause.
34 "Cause" shall mean when an Executive: (A) engages in common law fraud, embezzlement, theft
35 or intentionally dishonest conduct against Company, (B) is convicted in a felony criminal
36 proceeding, (C) engages in the conduct of the sort described in clause (A) hereof involving a
37 third party that, directly or indirectly, (x) impairs the reputation of, or harms, Company or its
38 affiliates or (y) causes financial harm to Company, (D) breaches a fiduciary obligation to
39 Company or its affiliates that (x) impairs the reputation of, or harms, Company or its affiliates or
40 (y) causes financial harm to Company, or (E) breaches any term of this Agreement or any other
41 agreement with Company relating to Executive's employment or ownership directly or indirectly

1 of Common Stock in Company and fails to cure the breach within thirty (30) days after written
2 notice thereof.

3 5.6 Closing. Any closing with respect to the sale of Executive's Common
4 Stock pursuant to this Agreement shall be held at the principal offices of Company within
5 thirty (30) days after the date on which a party provides notice of its exercise of a right
6 hereunder.

7 ARTICLE VI. NON-COMPETE/CONFIDENTIAL INFORMATION

8 6.1 Non-Compete. While Executive is employed by Company and during the
9 two (2) year period following cessation of such employment, Executive shall not, directly or
10 indirectly:

11 (a) engage in the business of developing, producing, marketing, importing,
12 distributing or selling honey or honey services (the "Business");

13 (b) consult with, advise or assist in any way, whether or not for consideration,
14 any corporation, partnership, firm or other business organization which is now or becomes a
15 competitor of Company in any aspect with respect to the Business including, but not limited to,
16 advertising or otherwise endorsing the products of any such competitor; soliciting customers or
17 otherwise serving as an intermediary for any such competitor; loaning money or rendering any
18 other form of financial assistance to or engaging in any form of business transaction on other
19 than an arm's length basis with any such competitor; or

20 (c) hire, offer to hire, or solicit for employment any person who has been an
21 employee of Company engaged in the Business, without the prior consent of Company, until
22 such person has been separated from employment by the Company for at least one hundred
23 eighty (180) days; *provided, however*, that the foregoing shall not prohibit the ownership of
24 securities of corporations which are listed on a national securities exchange or traded in the
25 national over-the-counter market in an amount which shall not exceed five percent (5%) of the
26 outstanding shares of any such corporation. The parties agree that the geographic scope of this
27 covenant not to compete shall extend to the United States. The parties agree that Company may
28 sell, assign or otherwise transfer this covenant not to compete, in whole or in part, to any person,
29 corporation, firm or entity that acquires all or part of the Business. In the event a court of
30 competent jurisdiction determines that the provisions of this covenant not to compete are
31 excessively broad as to duration, geographical scope or activity, it is expressly agreed that this
32 covenant not to compete shall be construed so that the remaining provisions shall not be affected,
33 but shall remain in full force and effect, and any such over broad provisions shall be deemed,
34 without further action on the part of any person, to be modified, amended and/or limited, but
35 only to the extent necessary to render the same valid and enforceable in such jurisdiction.

36 6.2 Confidential Information. Each Executive shall hold in strict confidence
37 and shall not at any time, directly or indirectly, use or disclose to others any Confidential
38 Information of Company except to other employees of the Company on a need to know basis
39 without the Company's prior written consent or unless disclosure is required by law or court
40 order. Upon termination of an Executive's employment with Company, the Executive shall

1 promptly deliver to Company all copies of documents containing Confidential Information in the
2 Executive's possession or control. Each Executive recognizes that disclosure or other
3 misappropriation of trade secrets may be a criminal offense under applicable laws. Confidential
4 Information means proprietary ideas and other information not generally known in the trade or
5 industry relating to Company products or services, business and affairs, procedures, methods,
6 equipment, technology, know-how, sales methods, customer lists, mailing lists or other business
7 information, data and trade secrets.

8 6.3 Limitation. In the event a court of competent jurisdiction finds the
9 covenants set forth in this Article VI unenforceable or invalid by reason of being overly broad,
10 the parties hereto intend that such covenants shall be limited to such scope, geographic area, and
11 duration as shall make such covenants valid and enforceable.

12 ARTICLE VII. MISCELLANEOUS

13 7.1 Election of Company Board. Executives agree to vote all shares of
14 Common Stock to elect (or cause to be elected) to the Board of Directors of Company (i) a
15 representative of Horizon designated by Horizon Partners, Ltd.; and (ii) a representative of
16 Argosy Investment Partners III, L.P. designated by Argosy Investment Partners III, L.P.; and
17 (iii) a representative of Marquette Capital Partners I, L.P. designated by Marquette Capital
18 Partners I, L.P.; and (iv) four (4) directors selected by the chief executive officer of Company
19 subject to approval of Horizon Partners, Ltd., all of whom shall be a member of Horizon's Board
20 of Partners or have experience of a financially successful independent corporation engaged in the
21 food processing business (or related thereto), provided, however, that David Hickman, with
22 Horizon's approval, shall also be eligible; and (v) such other directors as are approved from time
23 to time by the chief executive officer, and shareholders of the Company.

24 7.2 Certain Actions. With respect to (i) any option or right granted to
25 Company to purchase any Common Stock under this Agreement; or (ii) any action permitted or
26 required to be taken by Company under this Agreement with respect to purchase of any Common
27 Stock, the person selling such Common Stock or the legal representatives or transferees of such
28 person shall cause Company, if he/she is in a position to do so, in his/her capacity as a
29 shareholder, director and/or officer, to take such action with respect to the exercise of such
30 option or rights or the giving of any notice with respect thereto as the Board of Directors of
31 Company, by the affirmative vote of a majority of the members of the Board of directors then in
32 office, shall specify and shall execute such documents in his/her capacity as a shareholder,
33 director and/or officer of Company as may be necessary to effect such action.

34 7.3 Amendment or Termination. This Agreement may be amended, modified
35 (including specifically any exhibits), superseded or terminated, and any of the terms may be
36 waived, only by a written instrument executed by Company and a majority of the then surviving
37 Executives or, in the case of a waiver, by whichever party is waiving compliance; *provided,*
38 *however,* that no such amendment or termination shall change or impair the obligations of any
39 party for the payment of installments and interest (if applicable) to any person arising out of any
40 purchase of any Common Stock consummated hereunder prior to the effective date of such
41 amendment or termination. This Agreement shall terminate upon the Sale of Company, except
42 for obligations hereunder that are contemplated to continue after termination.

1 7.4 Specific Performance. The parties hereby declare that it is impossible to
2 measure in money the damages which would accrue to any party hereto by reason of the failure
3 to perform any of the obligations under this Agreement. The Common Stock cannot be readily
4 purchased or sold on the open market and for that reason, among others, the parties will be
5 irreparably damaged in the event this Agreement is not specifically enforced. Should any
6 dispute arise concerning the sale or disposition of Common Stock, an injunction may be issued
7 restraining any sale or disposition pending the determination of such controversy. Such remedy
8 shall, however, be cumulative and non-exclusive and shall be in addition to any other remedy
9 which the parties may have.

10 7.5 Limitations Upon Obligations to Purchase. The payment of amounts to
11 Executive pursuant hereto shall be subject to the limitations and/or restrictions set forth in the
12 Loan Agreement, as amended from time to time. If at any time when Company has elected or is
13 obligated to redeem any of Common Stock, it cannot satisfy the conditions precedent to
14 acquisition of its own equity under applicable law or such redemption would constitute a
15 violation of or event of default under any material contract to which Company is a party, such
16 Common Stock shall be held subject to such redemption commitment, but (i) Company shall
17 have a continuing obligation to use reasonable efforts to satisfy any such conditions precedent
18 and to obtain a waiver of such violation or event of default and (ii) the Executive owning such
19 shares may, subject to the reasonable approval of the Board of Directors of Company, transfer
20 such shares to another Executive(s) who is then an employee of Company or a subsidiary of
21 Company on such price and terms as shall be agreed between such Executive(s), and thereupon
22 the redemption right and obligation with respect to such transferred shares shall terminate. With
23 respect to any shares not transferred to other Executives pursuant to the preceding sentence, if
24 Company is unable to pay that portion of the Redemption Price originally due on the Closing
25 within thirty-six (36) months of the closing (with installment payments correspondingly
26 deferred) without violating applicable law or creating a violation of or event of default under any
27 of its material contracts, the owner or transferee of such Common Stock shall have the option to
28 continue to require the Company to redeem said Common Stock as set forth above or to transfer
29 such free of the restrictions imposed by this Agreement. If any redemption or payment is
30 deferred pursuant to this Section, the portion of the Redemption Price so deferred shall accrue
31 interest at the greater of the Prime Rate on the date of deferral.

32 7.6 Notice of Resignation. Each Executive agrees to provide Company
33 (which term as used in this Section 7.6 shall include the Company and its subsidiaries) prior
34 written notice of a Resignation, and in the event of a Resignation, to return to Company all
35 Company documents, files, credit cards, keys and other the Company property, and to reasonably
36 cooperate with Company in the transition of Executive's responsibilities. Upon any termination
37 of employment, Executive agrees to promptly return all Company documents, files, credit cards,
38 keys and all other property of Company, to Company and agrees to reasonably cooperate in the
39 transition of Executive's responsibilities.

40 7.7 Resolution of Disputes.

41 (a) Arbitration. Any dispute, controversy or claim arising out of or relating to
42 this Agreement or any contract or agreement entered into pursuant hereto or the performance by
43 the parties of its or their terms shall be settled by binding arbitration before a single arbitrator of

1 the American Arbitration Association held in Detroit, Michigan, in accordance with the
2 Commercial Arbitration Rules of the American Arbitration Association then in effect.

3 (b) Procedures; No Appeal. The arbitrator(s) shall allow such discovery as
4 the arbitrator(s) determine appropriate under the circumstances and shall resolve the dispute as
5 expeditiously as practicable, and if reasonably practicable, within one hundred twenty (120) days
6 after the selection of the arbitrator(s). The arbitrator(s) shall give the parties written notice of the
7 decision, with the reasons therefor set out, and shall have thirty (30) days thereafter to reconsider
8 and modify such decision if any party so requests within ten (10) days after the decision.
9 Thereafter, the decision of the arbitrator(s) shall be final, binding, and nonappealable with
10 respect to all persons, including (without limitation) persons who have failed or refused to
11 participate in the arbitration process.

12 (c) Authority. The arbitrator(s) shall have authority to award relief under
13 legal or equitable principles, including interim or preliminary relief, and to allocate responsibility
14 for the costs of the arbitration and to award recovery of attorneys fees and expenses in such
15 manner as is determined to be appropriate by the arbitrator(s).

16 (d) Entry of Judgment. Judgment upon the award rendered by the arbitrator(s)
17 may be entered in any court having *in personam* and subject matter jurisdiction. Company and
18 each Executive hereby submit to the *in personam* jurisdiction of the State and federal courts in
19 Michigan, for the purpose of confirming any such award and entering judgment thereon.

20 (e) Confidentiality. All proceedings under this Section 7.7, and all evidence
21 given or discovered pursuant hereto, shall be maintained in confidence by all parties.

22 (f) Continued Performance. The fact that the dispute resolution procedures
23 specified in this Section 7.7 shall have been or may be invoked shall not excuse any party from
24 performing its obligations under this Agreement and during the pendency of any such procedure
25 all parties shall continue to perform their respective obligations in good faith.

26 (g) Tolling. All applicable statutes of limitation shall be tolled while the
27 procedures specified in this Section 7.7 are pending. The parties will take such action, if any,
28 required to effectuate such tolling.

29 7.8 Additional Parties. The Company may upon the acquisition of Common
30 Stock by an employee of the Company, cause such employee to execute either (1) a counterpart
31 of this Agreement, which shall be deemed a supplement to this Agreement or (2) a written
32 document confirming, expressly for the benefit of the other parties to this Agreement, that such
33 employee is to be deemed an additional signatory to this Agreement as though such employee
34 had been one of the Executives and that all Common Stock then or thereafter acquired by such
35 Executive shall be fully subject hereto. Upon the execution of such counterpart or other
36 document by such employee, shall become a party to this Agreement and shall be bound hereby,
37 together with all of the then parties to this Agreement as though such person were an original
38 party hereto. Such employee who becomes subject to this Agreement pursuant hereto shall be
39 deemed to be an "Executive" for all the purposes of this Agreement.

1 7.9 Provisions Severable. If any provision of this Agreement shall be found to
2 be invalid under the laws of any jurisdiction, such invalid provision shall be deemed severed
3 from this Agreement and shall not affect the validity of any other provision of this Agreement,
4 which shall be interpreted and enforced in a manner that gives full effect to the intention of the
5 parties as expressed herein unless such invalidity shall destroy the underlying business purpose
6 of the Agreement.

7 7.10 Notice. All notices given hereunder shall be in writing (including a
8 telecopy) and shall be mailed by first class mail, postage prepaid, or sent by facsimile
9 transmission or by nationally recognized overnight delivery service, addressed as follows, or to
10 such other person or address as a party shall furnish to the other party in writing.

11 (a) If to Company to:

12 Ernest L. Groeb
13 9707 Sheeler Road
14 Onsted, Michigan 49265
15

16 With a copy to:

17 Horizon Capital Partners III Limited Partnership
18 250 E. Wisconsin Avenue
19 Suite 800
20 Milwaukee, Wisconsin 53202
21 Attn: Robert M. Feerick
22 Facsimile No.: (414) 271-4016

23 And to:

24 Foley & Lardner
25 777 East Wisconsin Avenue
26 Milwaukee, Wisconsin 53202-5367
27 Attn: Joseph B. Tyson, Jr.
28 Facsimile No.: (414) 297-4900

29 (b) If to Executive, to Executive's most recent address as reflected in the
30 Company's records.

31 7.11 Entire Agreement. This Agreement together with any documents executed
32 substantially contemporaneously herewith contain the entire agreement between Company (or
33 any subsidiary or affiliate of Company) with respect to the ownership or right to acquire any
34 Common Stock in Company (or any subsidiary or Affiliate of Company).

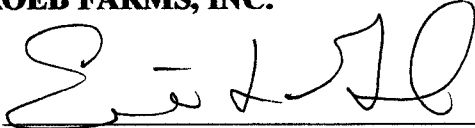
35 7.12 Governing Law. This Agreement, for all purposes will be governed by
36 and construed and enforced in accordance with the laws of the State of Michigan, except for its
37 rules relating to the conflict of laws.

38 7.13 Miscellaneous. The headings for the Sections of this Agreement are
39 inserted for convenience only and shall not constitute a part hereof. This Agreement may not be

1 amended, modified, terminated, or otherwise altered except by the written consent of the parties
2 hereto. This Agreement may be assigned in whole or in part by Company to any parent,
3 subsidiary, or affiliate; however, no such assignment shall result in the release of such assignor
4 from its duties and obligations under this Agreement. This Agreement may not otherwise be
5 assigned by any Executive without the prior written consent of the Company. This Agreement
6 shall be binding upon and inure to the benefit of Company, and its successors and assigns, and
7 Executive, and his legal representatives, heirs, successors, and assigns.

8 **IN WITNESS WHEREOF**, the Company and Investors have caused this
9 Agreement to be executed by their duly authorized officers and Executives have executed this
10 Agreement as of the day and year first above written.

11 **GROEB FARMS, INC.**

12
13
14 By:  _____

15
16
17
18 **EXECUTIVE:**

19
20
21  _____
22 Alison Tringale
23
24

1 **SPOUSE**

2 I acknowledge that I have read the foregoing agreement (the "Agreement") and
3 that I understand its contents. I am aware that by its provisions my spouse agrees to sell certain
4 equity securities held by my spouse on this date, or hereafter acquired, upon the occurrence of
5 certain events. I am further aware that included in such sales shall be any interest I have in any
6 such equity securities (including without limitation any right or interest by operation of law) and
7 such interest of any of my heirs, legatees or other transferees. I hereby consent to such sale,
8 approve the provisions of the Agreement, agree to sell any interest I may have in any such shares
9 as required by the Agreement, agree that those shares and my interest in them are subject to the
10 provisions of the Agreement and direct the personal representative of my estate to comply
11 promptly with all the provisions of the Agreement. I further covenant and agree that I will take
12 no action at any time to hinder the operation of the Agreement as to those shares or any interest
13 which I or my transferees have in them.

14
15 Date:

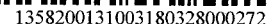
9/9/2010

Signature:



Printed Name: Anthony W. Tringale

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571.



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

In re:

GROEB FARMS, INC.,

Case No.

Debtor.

Hon.

CRAIG STEPHEN MOORE

Chapter 11

NOTICE OF DEADLINE FOR FILING PROOFS OF CLAIM OR INTEREST

PLEASE TAKE NOTICE that on October 4, 2013, (the "Order Date"), the United States Bankruptcy Court for the Eastern District of Michigan (the "Court") entered an order (the "Bar Date Order") establishing **November 4, 2013**, as the general claims bar date (the "General Bar Date") in this case, contingent upon the Debtor filing its Schedules and Statement of Financial Affairs on or before October 15, 2013. The Court has entered an Order establishing **March 31, 2014** as the governmental bar date in this case (the "Governmental Bar Date"). Except as described below, the Bar Date Order requires all Entities, as defined in § 101(15) of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the "Bankruptcy Code"), including persons, corporations, partnerships, estates, trusts, and the United States Trustee, that have or assert any pre-petition Claims (as defined herein) against or interests in the Debtor, to file a proof of claim, so that such proof of claim is received by Kurtzman Carson Consultants, LLC ("KCC") on or before 4:00 p.m., Pacific Time, on **November 4, 2013** or **March 31, 2014**, as applicable. For your convenience, enclosed with this Notice is a copy of the proof of claim form, and instructions on completing it.

ENTITIES WHO OR WHICH MUST FILE A PROOF OF CLAIM

Pursuant to the Bar Date Order, all Entities holding Claims against the Debtor (whether secured, priority or unsecured), that arose prior to October 1, 2013, are required to file proofs of claim by the General Bar Date, including, without limitation, creditors whose Claims against the Debtor arise out of the rejection of executory contracts or unexpired leases by the Debtor prior to the entry of the order establishing the General Bar Date. Entities holding claims that arise under section 503(b)(9) of the Bankruptcy Code may file a proof of claim on or before the General Bar Date, or may file a motion with the Court requesting approval of such claim on or before the General Bar Date. All governmental units holding Claims against the Debtor that arose prior to October 1, 2013, are required to file proofs of claim by the Governmental Bar Date.

If, subsequent to the mailing of this Notice, the Debtor amends the Schedules to adversely change or alter a Claim against the Debtor in any way, then the affected claimant shall have 30 days from the date of service of notice thereof to file a proof of claim or to amend any previously filed proof of claim with respect to such amended scheduled claim (the "Amended Schedule Bar Date").

CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any Entity that is required to file a proof of claim, or in the case of an Entity holding claims arising under section 503(b)(9) of the Bankruptcy Code, file a motion with the Court for approval of such claim, but that fails to do so on or before the General Bar Date or Governmental Bar Date, as applicable, will be forever barred, estopped and enjoined from: (i) asserting any Claim against the Debtor that such Person has that (a) is an amount that exceeds the amount, if any, that is set forth in the Schedules as undisputed, noncontingent and liquidated or (b) is of a different nature or in a different classification (any such Claim being referred to as an "Unscheduled Claim") than that listed in the Schedules; and (iii) voting upon, or receiving distributions

1 **EXECUTIVE INVESTMENT/SHAREHOLDER AGREEMENT**
2 **(Series D Common – Craig S. Moore)**

3 **GROEB FARMS, INC.**

4 **THIS AGREEMENT** is made and entered into as of the ____ day of December,
5 2009, by and among **GROEB FARMS, INC.**, a Michigan corporation (“Company”), and the
6 individuals executing this Agreement (collectively the “Executives” and individually an
7 “Executive”).

8 **R E C I T A L S**

9 Each of the Executives is or will be an employee of Company.

10 Each of the Executives owns or will own shares of Company.

11 The parties desire to provide for the restriction on transfer of any of Executives’
12 shares of Company and any other direct or indirect interest in Company received by Executives
13 in exchange for such shares or into which such shares shall be exchanged and for certain other
14 matters as provided herein.

15 **NOW, THEREFORE**, in consideration of the mutual covenants herein
16 contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto
17 hereby agree as follows:

18 **ARTICLE I. DEFINITIONS**

19 As used herein the following terms shall have the following defined meanings:

20 “Affiliate” of any person or entity shall mean any other person or entity that,
21 directly or indirectly, controls, is under common control with, or is controlled by, that person.
22 For purposes of this definition, “control” (including, with correlative meaning, the terms
23 “controlled by” and “under common control with”) as used with respect to any person shall mean
24 the possession, directly or indirectly, of the power to direct or cause the direction of the
25 management and policies of such person, whether through the ownership of voting securities or
26 by contract or otherwise.

27 “Common Stock” shall mean (i) all shares of Common Stock in Company, (ii) all
28 shares of stock or equity securities received as a dividend or distribution on the Common Stock
29 described in clause (i), and (iii) and all shares of stock or other equity securities of Company or any
30 other entity into which the shares of stock or equity securities described in clause (i) and (ii) shall be
31 changed, or for which such shall be exchanged, whether through reorganization, recapitalization,
32 stock split-up, combination of shares, merger, consolidation or otherwise.

1 “Common Stock Holdings” shall mean holdings of Common Stock of Company
2 assuming the conversion of the Preferred Stock and all other securities convertible into Common
3 Stock and the exercise of all options and warrants.

4 “Company Public Offering” shall mean the date the Securities and Exchange
5 Commission declares effective a registration statement filed by Company (or the successor to
6 Company) under the Securities Act in connection with Company’s (and/or its security holders’)
7 broad based public distribution of capital stock that is intended to result in Company becoming
8 subject to the reporting requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934,
9 as amended. The foregoing definition shall not include the filing of a registration statement with the
10 Commission under the Securities Act relating primarily to securities of Company to be issued
11 pursuant to an option, compensation or benefit plan or any such plan itself.

12 “Loan Agreement” means the Loan Agreement dated the date hereof, between
13 Company and Comerica Bank, and all other agreements, instruments and documents attached
14 thereto or delivered in connection therewith, as the same may be supplemented, modified or
15 amended from time to time.

16 “Qualified Company Public Offering” means an underwritten public offering by
17 Company (or the successor to Company) pursuant to an effective registration statement under the
18 Securities Act, as amended, to cover the offer or sale of Common Stock of Company (or other
19 securities into which such Common Stock shall be exchanged or for which such Common Stock
20 shall be exchanged) for the account of Company in which the aggregate gross proceeds to Company
21 exceed One Hundred Million Dollars (\$100,000,000.00).

22 “Sale of Company” shall mean, in each case as determined in good faith by the
23 Board of Directors of Company, (i) the sale of all or substantially all of the capital stock of
24 Company in one or a Series of related transactions, (ii) the sale of all or substantially all of the
25 business and assets of Company, (iii) the merger or other combination of, exchange of shares with,
26 Company involving the transfer of all or substantially all of the capital stock in Company, or (iv) a
27 Qualified Company Public Offering.

28 ARTICLE II. PURCHASE OF COMMON STOCK/RESTRICTIONS ON TRANSFER

29 2.1 Purchase of Shares. The Executive hereby agrees to purchase from
30 Company 1,000 shares of Series D Common Shares for \$50.00 per share (\$50,000 in the
31 aggregate) payable in cash on the date hereof.

32 2.2 Documents. Each of the Executives represents and warrants that he has
33 received and/or has reviewed or had access to copies of all documents which he has requested
34 concerning Company, including, but not limited to, the Restated Articles of Incorporation and
35 By-Laws and that he or she has received the “Disclosure Letter” set forth as Exhibit A.

36 2.3 Closing. The Closing of the purchase of shares of stock of Company (the
37 “Closing”) shall occur simultaneously with the execution hereof.

38 2.4 Transfers Prohibited. Except as provided in Articles III and IV and
39 Section 7.5 below, testamentary transfer where the options in Section 5.1 are not exercised or

1 with the consent of the Board of Directors of Company, Executive shall not sell, gift, bequeath,
2 pledge, encumber, or otherwise transfer or dispose of (a "Transfer") any of Executive's shares of
3 Common Stock or any interest in any of Executive's shares of Common Stock except to the
4 Company.

5 2.5 Deposit of Stock in Trust. Each Executive shall irrevocably deposit with
6 Foley & Lardner LLP, as custodian, all of the certificates for shares owned by Executive,
7 together with stock transfer instruments executed in blank sufficient to effect the transfer of such
8 shares. Such certificates shall be held by such legal counsel on behalf of the Company in trust
9 for the account of the Executive.

10 ARTICLE III. EXECUTIVE'S PARTICIPATION IN CERTAIN TRANSACTIONS

11 3.1 Public Offering. In the event of a Company Public Offering in which any
12 other shareholder sells any Common Stock in Company, Executive may sell at Company's
13 expense the corresponding percentage of Executive's Common Stock (other than Restricted
14 Common Stock) in Company as such other investor on substantially the same terms and
15 conditions, and to such extent Executive's Common Stock shall be included in the Securities Act
16 registration of the Company Public Offering. In addition, following a Company Public Offering,
17 the Company will, at an Executive's request, use reasonable efforts to allow Executive to sell
18 shares of Common Stock in any registered public offering under the Securities Act of 1933, as
19 amended, pursuant to which other shareholders of the Company register shares for sale.
20 Executive's rights hereunder shall be subject to such reasonable terms, conditions and
21 restrictions as are established by the Board of Directors of Company. Determinations of the
22 Board of Directors of Company with respect to the matters which are the subject of this
23 Section 3.1 shall be final and binding on Executive.

24 3.2 Right of Co-Sale. In the event fifty percent (50%) of the outstanding
25 equity securities of Company (or any successor) is transferred directly or indirectly by Horizon
26 Capital Partners III, L.P., Argosy Investment Partners III, L.P. and/or Marquette Capital Fund I,
27 LP in a single transaction or a series of related transactions to a person who is not a shareholder
28 of or affiliated with Company or Horizon Capital Partners III, L.P., Argosy Investment
29 Partners III, L.P. and/or Marquette Capital Fund I, LP on the date of such sale (a "Third Party
30 Purchaser"), Company shall secure to Executive the right to sell the corresponding percentage of
31 Executive's shares of Common Stock (other than Restricted Common Stock), to such Third Party
32 Purchaser at the same price per share of Common Stock, directly or indirectly, and other terms as
33 offered by such Third Party Purchaser. In the event that Executive refuses to sell the
34 corresponding percentage of Executive's shares of Common Stock to such Third Party
35 Purchaser, Company shall have the right to elect to purchase (in which case Executive shall have
36 the obligation to sell) the corresponding percentage of Executive's shares of Common Stock at a
37 purchase price equal to the purchase price determined under Section 5.2 and on payment terms
38 provided in Section 5.3.

39 3.3 Tag-Along Sales. In addition to the provisions of Section 3.2, in the event
40 other shareholders and Company shall enter into an agreement for the Sale of Company, each
41 Executive agrees (i) to vote in favor of any merger provided Executive is receiving in such
42 merger the same per share price as each other holder of Common Stock of the same class,

1 Series and/or type (except to the extent of any liquidation preference required by such issue of
2 preferred or common shares), (ii) to vote in favor of any sale of all or substantially all of the
3 assets and business of Company, *provided* Executive shall be entitled to receive the proceeds of
4 such sale on an equal basis with each other holder of Common Stock of the same class,
5 Series and/or type owned by Executive, except to the extent of any liquidation preference
6 required by any issue of preferred or common shares, and (iii) to sell all shares of Common
7 Stock in such Sale of Company transaction; *provided* Executive is receiving in such Sale the
8 same per share price as each other holder of shares of Common Stock (except to the extent of
9 any liquidation preference required by any issue of preferred or common shares).

10 3.4 Pre-Emptive Rights. So long as Executive holds any Common Stock, if
11 the Company offers any shares of its common stock or any rights to acquire its common stock
12 (the "New Securities"), Executive shall be entitled to subscribe for his Proportionate Percentage
13 (as hereinafter defined) of the New Securities on the same price, terms and conditions applicable
14 to the third party offeree. Such right shall be exercisable by Executive giving written notice of
15 its desire to exercise such right within thirty (30) days after receiving notice of the Company's
16 offer of such New Securities. For purposes of this section, "Proportionate Percentage" shall
17 mean the percentage figure which expresses the ratio between the number of shares of Common
18 Stock owned by Executive, calculated on a fully diluted basis, and the aggregate number of
19 shares of common stock then outstanding on a fully-diluted basis. For purposes of this
20 Section 3.4, the term "New Securities" does not include: (a) securities issued pursuant to any
21 stock dividend, stock split, combination or other reclassification by the Companies of any capital
22 stock; (b) securities issued in an underwritten public offering; (c) stock issued on the date hereof;
23 (d) shares of Common Stock issued or issuable to directors of the Companies in accordance with
24 a plan approved by the Company's Board of Directors.

25 ARTICLE IV. [INTENTIONALLY OMITTED]

26 ARTICLE V. SEVERANCE OF EMPLOYMENT

27 5.1 Options to Purchase. Upon the severance of Executive's employment
28 with Company (which term shall include the Company and its subsidiaries) at any time for any
29 reason (such Executive being hereinafter referred to as the "Severed Executive"), and at anytime
30 after such severance of employment (i) Company shall have the right, on written notice to the
31 Severed Executive, not later than 90 days after the Severed Executive's termination of
32 employment, to purchase (in which case the Severed Executive shall have the obligation to
33 tender and sell to Company), and (ii) the Severed Executive shall have the right on written notice
34 to Company, not later than 90 days after the Severed Executive's termination of employment, to
35 elect to sell (in which case Company shall have the obligation to purchase and redeem), all of the
36 shares of Common Stock owned by such Severed Executive at the purchase price determined
37 under Section 5.2 (or Section 5.4 if applicable) and on payment terms as provided under
38 Section 5.3 hereof.

1 5.2 Redemption Price. Except as set forth in Section 5.4 , the redemption
2 price ("Redemption Price") for the shares of Common Stock shall be as follows: for all shares of
3 Series D Common Stock the amount equal to the book value ("Book Value") per share of such
4 Common Stock.

5 (a) The book value of each share of Series D Common Stock shall be
6 determined based on the balance sheet of the Company regularly prepared by Company for its
7 business purposes as of the end of the quarter immediately preceding such severance of
8 employment and assuming for purposes of determining book value that the Company is
9 hypothetically liquidated, with each asset valued at its net book value as set forth on such
10 balance sheet and assuming each liability is paid at its stated value, with each class of stock and
11 share of each class receiving an amount as determined for such class and share pursuant to the
12 Certificate of Incorporation of the Company as if the Company were liquidated and as if all
13 dividends that could be declared on the Company's preferred stock were declared and paid as
14 part of this.

15 5.3 Payment Terms.

16 (a) Initial Installment. The initial installment to be paid in cash at Closing
17 shall be as follows:

18 (i) In the event of an Involuntary Severance, the initial installment to be paid
19 in cash at the Closing shall be an amount equal to the greater of (A) thirty-three and 1/3
20 percent (33.3%) of the aggregate Redemption Price, or (B) the amount (up to the
21 Redemption Price) originally paid by the Executive in connection with the purchase of
22 (subscription for) such shares of Common Stock from the Company.

23 (ii) In all other cases (other than death), the initial installment to be paid in
24 cash at the closing shall be an amount equal to thirty-three and 1/3 percent (33.3%) of the
25 aggregate Redemption Price.

26 (b) Other Installment. The balance of the Redemption Price shall be payable
27 in two (2) equal annual payments (accelerated in the event of a Sale of Company) commencing
28 on the first anniversary of the Closing. The unpaid principal balance at any time outstanding
29 shall bear interest, payable with each installment of principal, at 7% per annum. At the
30 redeeming party's option, the redeeming party may pay at Closing the entire Redemption Price.
31 The obligation to pay all deferred installments of purchase price and interest thereon shall be
32 evidenced by a promissory note of the redeeming party. The promissory note shall reserve the
33 right to prepay the indebtedness evidenced thereby, in whole or in part, at any time, without
34 penalty or premium and to require acceleration of indebtedness if not paid within any applicable
35 grace period.

36 (c) Death. In the event of death, the Redemption Price shall be paid in full
37 within 90 days after the date of death.

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1 5.4 Adjustments for Future Sales.

2 (a) With respect to any redemption pursuant to Section 5.1 above (other than
3 a redemption following a Severance for Cause or Resignation) of an Executive's shares of
4 Common Stock in Company from an Executive if there is a Sale of the Company within twelve
5 (12) months following such a redemption, Company shall pay to such Executive, as additional
6 consideration, an amount, if any, equal to (1) the excess of (A) the average per share, as the case
7 may be, amount received in connection with the Sale of the Company by holders of the same
8 class and Series of shares as that sold by the Executive, over (B) the per share consideration paid
9 by Company for such shares, (2) multiplied (in each instance) by the number of such shares sold
10 by the Executive to Company. The additional consideration shall be paid to the Executive at the
11 same time or times as paid to holders of the same class and Series of shares as that sold by
12 Executive. The foregoing shall only apply to Executives who were employed by Company for
13 one year or more.

14 5.5 Definitions. For purposes of this Agreement, the term:

15 " involuntary Severance" shall mean with respect to an Executive, when such
16 Executive's employment with Company (which term as used in this Section 5.5 shall include the
17 Company and its subsidiaries) terminates upon (A) the severance by Company of the Executive's
18 employment relationship with Company other than for Cause (as hereinafter defined) and other
19 than by reason of the death of an Executive, (B) the full retirement by the Executive after
20 attaining the age of sixty-five (65) or (C) the Permanent Disability of the Executive.

21 "Permanent Disability" shall mean for purposes of this section, an Executive shall
22 be deemed to have a "permanent disability" when, as a result of his or her incapacity due to
23 physical or mental disability or illness (i) he or she shall satisfy all of the conditions for the
24 receipt of permanent disability benefits under the terms of any disability income policy
25 maintained by Company for his or her benefit or maintained by the Company Executive or (ii) if
26 no such disability income policy shall be in existence, he or she shall, for a period of six (6)
27 months, have been incapable of performing his or her customary duties on behalf of or services
28 to Company on a substantially full-time basis.

29 "Resignation" shall mean with respect to an Executive when such Executive's
30 employment with Company terminates upon the voluntary severance by the Executive of the
31 Executive's employment relationship with Company before attaining the age of sixty-five (65).

32 "Severance for Cause" shall mean with respect to an Executive, when such
33 Executive's employment relationship with Company is terminated by Company for Cause.
34 "Cause" shall mean when an Executive: (A) engages in common law fraud, embezzlement, theft
35 or intentionally dishonest conduct against Company, (B) is convicted in a felony criminal
36 proceeding, (C) engages in the conduct of the sort described in clause (A) hereof involving a
37 third party that, directly or indirectly, (x) impairs the reputation of, or harms, Company or its
38 affiliates or (y) causes financial harm to Company, (D) breaches a fiduciary obligation to
39 Company or its affiliates that (x) impairs the reputation of, or harms, Company or its affiliates or
40 (y) causes financial harm to Company, or (E) breaches any term of this Agreement or any other
41 agreement with Company relating to Executive's employment or ownership directly or indirectly

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1 of Common Stock in Company and fails to cure the breach within thirty (30) days after written
2 notice thereof.

3 5.6 Closing. Any closing with respect to the sale of Executive's Common
4 Stock pursuant to this Agreement shall be held at the principal offices of Company within
5 thirty (30) days after the date on which a party provides notice of its exercise of a right
6 hereunder.

7 ARTICLE VI. NON-COMPETE/CONFIDENTIAL INFORMATION

8 6.1 Non-Compete. While Executive is employed by Company and during the
9 two (2) year period following cessation of such employment, Executive shall not, directly or
10 indirectly:

11 (a) engage in the business of developing, producing, marketing, importing,
12 distributing or selling honey or honey services (the "Business");

13 (b) consult with, advise or assist in any way, whether or not for consideration,
14 any corporation, partnership, firm or other business organization which is now or becomes a
15 competitor of Company in any aspect with respect to the Business including, but not limited to,
16 advertising or otherwise endorsing the products of any such competitor; soliciting customers or
17 otherwise serving as an intermediary for any such competitor; loaning money or rendering any
18 other form of financial assistance to or engaging in any form of business transaction on other
19 than an arm's length basis with any such competitor; or

20 (c) hire, offer to hire, or solicit for employment any person who has been an
21 employee of Company engaged in the Business, without the prior consent of Company, until
22 such person has been separated from employment by the Company for at least one hundred
23 eighty (180) days; *provided, however,* that the foregoing shall not prohibit the ownership of
24 securities of corporations which are listed on a national securities exchange or traded in the
25 national over-the-counter market in an amount which shall not exceed five percent (5%) of the
26 outstanding shares of any such corporation. The parties agree that the geographic scope of this
27 covenant not to compete shall extend to the United States. The parties agree that Company may
28 sell, assign or otherwise transfer this covenant not to compete, in whole or in part, to any person,
29 corporation, firm or entity that acquires all or part of the Business. In the event a court of
30 competent jurisdiction determines that the provisions of this covenant not to compete are
31 excessively broad as to duration, geographical scope or activity, it is expressly agreed that this
32 covenant not to compete shall be construed so that the remaining provisions shall not be affected,
33 but shall remain in full force and effect, and any such over broad provisions shall be deemed,
34 without further action on the part of any person, to be modified, amended and/or limited, but
35 only to the extent necessary to render the same valid and enforceable in such jurisdiction.

36 6.2 Confidential Information. Each Executive shall hold in strict confidence
37 and shall not at any time, directly or indirectly, use or disclose to others any Confidential
38 Information of Company except to other employees of the Company on a need to know basis
39 without the Company's prior written consent or unless disclosure is required by law or court
40 order. Upon termination of an Executive's employment with Company, the Executive shall

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1 promptly deliver to Company all copies of documents containing Confidential Information in the
2 Executive's possession or control. Each Executive recognizes that disclosure or other
3 misappropriation of trade secrets may be a criminal offense under applicable laws. Confidential
4 Information means proprietary ideas and other information not generally known in the trade or
5 industry relating to Company products or services, business and affairs, procedures, methods,
6 equipment, technology, know-how, sales methods, customer lists, mailing lists or other business
7 information, data and trade secrets.

8 6.3 Limitation. In the event a court of competent jurisdiction finds the
9 covenants set forth in this Article VI unenforceable or invalid by reason of being overly broad,
10 the parties hereto intend that such covenants shall be limited to such scope, geographic area, and
11 duration as shall make such covenants valid and enforceable.

12 ARTICLE VII. MISCELLANEOUS

13 7.1 Election of Company Board. Executives agree to vote all shares of
14 Common Stock to elect (or cause to be elected) to the Board of Directors of Company (i) a
15 representative of Horizon designated by Horizon Partners, Ltd.; and (ii) a representative of
16 Argosy Investment Partners III, L.P. designated by Argosy Investment Partners III, L.P.; and
17 (iii) a representative of Marquette Capital Partners I, L.P. designated by Marquette Capital
18 Partners I, L.P.; and (iv) four (4) directors selected by the chief executive officer of Company
19 subject to approval of Horizon Partners, Ltd., all of whom shall be a member of Horizon's Board
20 of Partners or have experience of a financially successful independent corporation engaged in the
21 food processing business (or related thereto), provided, however, that David Hickman, with
22 Horizon's approval, shall also be eligible; and (v) such other directors as are approved from time
23 to time by the chief executive officer, and shareholders of the Company.

24 7.2 Certain Actions. With respect to (i) any option or right granted to
25 Company to purchase any Common Stock under this Agreement; or (ii) any action permitted or
26 required to be taken by Company under this Agreement with respect to purchase of any Common
27 Stock, the person selling such Common Stock or the legal representatives or transferees of such
28 person shall cause Company, if he/she is in a position to do so, in his/her capacity as a
29 shareholder, director and/or officer, to take such action with respect to the exercise of such
30 option or rights or the giving of any notice with respect thereto as the Board of Directors of
31 Company, by the affirmative vote of a majority of the members of the Board of directors then in
32 office, shall specify and shall execute such documents in his/her capacity as a shareholder,
33 director and/or officer of Company as may be necessary to effect such action.

34 7.3 Amendment or Termination. This Agreement may be amended, modified
35 (including specifically any exhibits), superseded or terminated, and any of the terms may be
36 waived, only by a written instrument executed by Company and a majority of the then surviving
37 Executives or, in the case of a waiver, by whichever party is waiving compliance; *provided,*
38 *however,* that no such amendment or termination shall change or impair the obligations of any
39 party for the payment of installments and interest (if applicable) to any person arising out of any
40 purchase of any Common Stock consummated hereunder prior to the effective date of such
41 amendment or termination. This Agreement shall terminate upon the Sale of Company, except
42 for obligations hereunder that are contemplated to continue after termination.

1 7.4 Specific Performance. The parties hereby declare that it is impossible to
2 measure in money the damages which would accrue to any party hereto by reason of the failure
3 to perform any of the obligations under this Agreement. The Common Stock cannot be readily
4 purchased or sold on the open market and for that reason, among others, the parties will be
5 irreparably damaged in the event this Agreement is not specifically enforced. Should any
6 dispute arise concerning the sale or disposition of Common Stock, an injunction may be issued
7 restraining any sale or disposition pending the determination of such controversy. Such remedy
8 shall, however, be cumulative and non-exclusive and shall be in addition to any other remedy
9 which the parties may have.

10 7.5 Limitations Upon Obligations to Purchase. The payment of amounts to
11 Executive pursuant hereto shall be subject to the limitations and/or restrictions set forth in the
12 Loan Agreement, as amended from time to time. If at any time when Company has elected or is
13 obligated to redeem any of Common Stock, it cannot satisfy the conditions precedent to
14 acquisition of its own equity under applicable law or such redemption would constitute a
15 violation of or event of default under any material contract to which Company is a party, such
16 Common Stock shall be held subject to such redemption commitment, but (i) Company shall
17 have a continuing obligation to use reasonable efforts to satisfy any such conditions precedent
18 and to obtain a waiver of such violation or event of default and (ii) the Executive owning such
19 shares may, subject to the reasonable approval of the Board of Directors of Company, transfer
20 such shares to another Executive(s) who is then an employee of Company or a subsidiary of
21 Company on such price and terms as shall be agreed between such Executive(s), and thereupon
22 the redemption right and obligation with respect to such transferred shares shall terminate. With
23 respect to any shares not transferred to other Executives pursuant to the preceding sentence, if
24 Company is unable to pay that portion of the Redemption Price originally due on the Closing
25 within thirty-six (36) months of the closing (with installment payments correspondingly
26 deferred) without violating applicable law or creating a violation of or event of default under any
27 of its material contracts, the owner or transferee of such Common Stock shall have the option to
28 continue to require the Company to redeem said Common Stock as set forth above or to transfer
29 such free of the restrictions imposed by this Agreement. If any redemption or payment is
30 deferred pursuant to this Section, the portion of the Redemption Price so deferred shall accrue
31 interest at the greater of the Prime Rate on the date of deferral.

32 7.6 Notice of Resignation. Each Executive agrees to provide Company
33 (which term as used in this Section 7.6 shall include the Company and its subsidiaries) prior
34 written notice of a Resignation, and in the event of a Resignation, to return to Company all
35 Company documents, files, credit cards, keys and other the Company property, and to reasonably
36 cooperate with Company in the transition of Executive's responsibilities. Upon any termination
37 of employment, Executive agrees to promptly return all Company documents, files, credit cards,
38 keys and all other property of Company, to Company and agrees to reasonably cooperate in the
39 transition of Executive's responsibilities.

40 7.7 Resolution of Disputes.

41 (a) Arbitration. Any dispute, controversy or claim arising out of or relating to
42 this Agreement or any contract or agreement entered into pursuant hereto or the performance by
43 the parties of its or their terms shall be settled by binding arbitration before a single arbitrator of

1 the American Arbitration Association held in Detroit, Michigan, in accordance with the
2 Commercial Arbitration Rules of the American Arbitration Association then in effect.

3 (b) Procedures; No Appeal. The arbitrator(s) shall allow such discovery as
4 the arbitrator(s) determine appropriate under the circumstances and shall resolve the dispute as
5 expeditiously as practicable, and if reasonably practicable, within one hundred twenty (120) days
6 after the selection of the arbitrator(s). The arbitrator(s) shall give the parties written notice of the
7 decision, with the reasons therefor set out, and shall have thirty (30) days thereafter to reconsider
8 and modify such decision if any party so requests within ten (10) days after the decision.
9 Thereafter, the decision of the arbitrator(s) shall be final, binding, and nonappealable with
10 respect to all persons, including (without limitation) persons who have failed or refused to
11 participate in the arbitration process.

12 (c) Authority. The arbitrator(s) shall have authority to award relief under
13 legal or equitable principles, including interim or preliminary relief, and to allocate responsibility
14 for the costs of the arbitration and to award recovery of attorneys fees and expenses in such
15 manner as is determined to be appropriate by the arbitrator(s).

16 (d) Entry of Judgment. Judgment upon the award rendered by the arbitrator(s)
17 may be entered in any court having *in personam* and subject matter jurisdiction. Company and
18 each Executive hereby submit to the *in personam* jurisdiction of the State and federal courts in
19 Michigan, for the purpose of confirming any such award and entering judgment thereon.

20 (e) Confidentiality. All proceedings under this Section 7.7, and all evidence
21 given or discovered pursuant hereto, shall be maintained in confidence by all parties.

22 (f) Continued Performance. The fact that the dispute resolution procedures
23 specified in this Section 7.7 shall have been or may be invoked shall not excuse any party from
24 performing its obligations under this Agreement and during the pendency of any such procedure
25 all parties shall continue to perform their respective obligations in good faith.

26 (g) Tolling. All applicable statutes of limitation shall be tolled while the
27 procedures specified in this Section 7.7 are pending. The parties will take such action, if any,
28 required to effectuate such tolling.

29 7.8 Additional Parties. The Company may upon the acquisition of Common
30 Stock by an employee of the Company, cause such employee to execute either (1) a counterpart
31 of this Agreement, which shall be deemed a supplement to this Agreement or (2) a written
32 document confirming, expressly for the benefit of the other parties to this Agreement, that such
33 employee is to be deemed an additional signatory to this Agreement as though such employee
34 had been one of the Executives and that all Common Stock then or thereafter acquired by such
35 Executive shall be fully subject hereto. Upon the execution of such counterpart or other
36 document by such employee, shall become a party to this Agreement and shall be bound hereby,
37 together with all of the then parties to this Agreement as though such person were an original
38 party hereto. Such employee who becomes subject to this Agreement pursuant hereto shall be
39 deemed to be an "Executive" for all the purposes of this Agreement.

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1 7.9 Provisions Severable. If any provision of this Agreement shall be found to
2 be invalid under the laws of any jurisdiction, such invalid provision shall be deemed severed
3 from this Agreement and shall not affect the validity of any other provision of this Agreement,
4 which shall be interpreted and enforced in a manner that gives full effect to the intention of the
5 parties as expressed herein unless such invalidity shall destroy the underlying business purpose
6 of the Agreement.

7 7.10 Notice. All notices given hereunder shall be in writing (including a
8 telecopy) and shall be mailed by first class mail, postage prepaid, or sent by facsimile
9 transmission or by nationally recognized overnight delivery service, addressed as follows, or to
10 such other person or address as a party shall furnish to the other party in writing.

11 (a) If to Company to:

12 Ernest L. Groeb
13 9707 Sheeler Road
14 Onsted, Michigan 49265
15

16 With a copy to:

17 Horizon Capital Partners III Limited Partnership
18 250 E. Wisconsin Avenue
19 Suite 800
20 Milwaukee, Wisconsin 53202
21 Attn: Robert M. Feerick
22 Facsimile No.: (414) 271-4016

23 And to:

24 Foley & Lardner
25 777 East Wisconsin Avenue
26 Milwaukee, Wisconsin 53202-5367
27 Attn: Joseph B. Tyson, Jr.
28 Facsimile No.: (414) 297-4900

29 (b) If to Executive, to Executive's most recent address as reflected in the
30 Company's records.

31 7.11 Entire Agreement. This Agreement together with any documents executed
32 substantially contemporaneously herewith contain the entire agreement between Company (or
33 any subsidiary or affiliate of Company) with respect to the ownership or right to acquire any
34 Common Stock in Company (or any subsidiary or Affiliate of Company).

35 7.12 Governing Law. This Agreement, for all purposes will be governed by
36 and construed and enforced in accordance with the laws of the State of Michigan, except for its
37 rules relating to the conflict of laws.

38 7.13 Miscellaneous. The headings for the Sections of this Agreement are
39 inserted for convenience only and shall not constitute a part hereof. This Agreement may not be

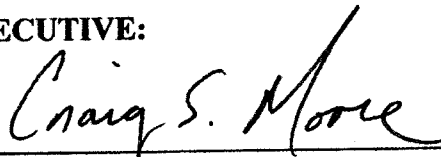
1 amended, modified, terminated, or otherwise altered except by the written consent of the parties
2 hereto. This Agreement may be assigned in whole or in part by Company to any parent,
3 subsidiary, or affiliate; however, no such assignment shall result in the release of such assignor
4 from its duties and obligations under this Agreement. This Agreement may not otherwise be
5 assigned by any Executive without the prior written consent of the Company. This Agreement
6 shall be binding upon and inure to the benefit of Company, and its successors and assigns, and
7 Executive, and his legal representatives, heirs, successors, and assigns.

8 **IN WITNESS WHEREOF**, the Company and Investors have caused this
9 Agreement to be executed by their duly authorized officers and Executives have executed this
10 Agreement as of the day and year first above written.

11 **GROEB FARMS, INC.**

12
13
14 By:  _____

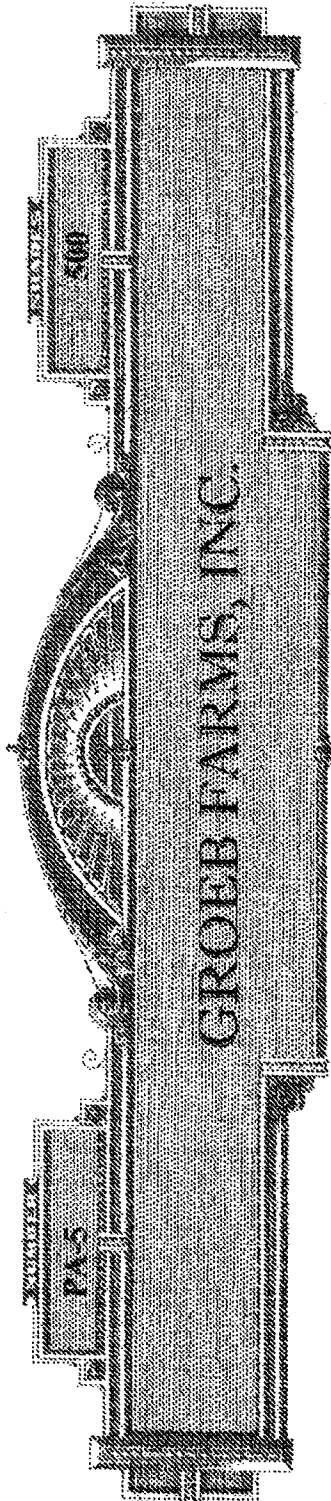
15
16
17
18 **EXECUTIVE:**

19  _____
20 Craig S. Moore
21
22
23
24
25
26

KURTZMAN CARSON CONSULTANTS

INCORPORATED UNDER THE LAWS OF THE STATE OF
MISSISSIPPI

See restriction on reverse side



The undersigned

HOWARD S. GOSS

is the

registered holder of

Five Hundred

Shares

Series A 6% Convertible Preferred Stock

transferable only on the books of the Corporation by the holder hereof in person or by attorney upon surrender of this certificate properly indorsed.

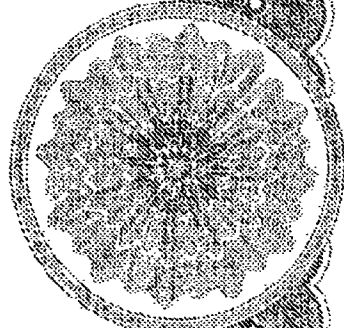
In WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 16th day of March A.D. 2007

Joseph B. Tyson, Jr.

Joseph B. Tyson, Jr., ASSISTANT
SECRETARY

Ernest L. Groeb

Ernest L. Groeb, PRESIDENT



MADE IN THE
STATE OF MISSISSIPPI

The security represented by this certificate was originally issued March 16, 2007, and has not been registered under the Securities Act of 1933, as amended. The transfer of the security represented by this certificate is subject to the conditions specified in the Investment Agreement, dated as of March 16, 2007 between the issuer (the "Company") and Horizon Capital Partners III, L.P., Argosy Investment Partners, III, L.P., Marquette Capital Fund I, LP, George W. Cawman, Jr., Howard S. Goss, Thomas R. Liebermann, Jack C. Meng, John C. Morley, Lanny A. Passaro Trust, J. William Petty, Ernest L. Groeb and Troy Groeb and the Company reserves the right to refuse the transfer of such security until such conditions have been fulfilled with respect to such transfer. A copy of such conditions will be furnished by the Company to the holder hereof upon written request and without charge.

For Value Received, hereby sell, assign and transfer
unto

Shares
represented by the within Certificate, and do hereby
irrevocably constitute and appoint

Attorney
to transfer the said Shares on the books of the within named
Corporation with full power of substitution in the premises.

Dated 30

In presence of

NOTICE: THE SIGNATURE OF THIS ASSIGNED
 PARTY CONSTITUTES THE SIGNATURE OF THE
 PART OF THE CERTIFICATE, IN WITNESS WHEREOF, THE
 ASSIGNED PARTY HAS HEREON SET HIS HAND AND
 SEAL.

MILVY_2248443.1