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

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

STIPULATION BY AND BETWEEN THE REORGANIZED DEBTOR AND ITS CURRENT AND FORMER LANDLORDS TO RESOLVE CLAIMS RELATED TO REAL PROPERTY

This stipulation (this "Stipulation") is made as of April 24, 2014, by and among Natural American Foods, Inc. (the "Reorganized Debtor"), successor to the chapter 11 debtor Groeb Farms, Inc. (the "Debtor") and the Ernest L. Groeb, Jr. Trust B, United Bank & Trust, Successor Trustee (the "Michigan Landlord") and Groeb Farms LLC (the "Florida Landlord" and collectively with the Michigan Landlord the "Landlords"), through their respective counsel. The Reorganized Debtor and each of the Landlords are referred to herein individually as a "Party," and, collectively, as the "Parties." In connection with this Stipulation, the Parties state as follows:

A. On October 1, 2013 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division (the "Bankruptcy Court").

B. November 27, 2013, the Debtor filed a motion to reject the lease of real property in Belleview, Florida (the "Florida Property"), owned by the Florida Landlord [Dkt. No. 265].

On December 18, 2013, the Court entered an Order approving the rejection of the lease on the Florida Property [Dkt. No. 365].

C. The Debtor vacated the Florida Property on or before December 31, 2013.

D. On December 20, 2013 the Bankruptcy Court entered an Order [Docket No. 375] (the "Confirmation Order") confirming the *Second Amended Plan of Reorganization of Groeb Farms, Inc., Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 213] (as amended, modified, or supplemented pursuant to its terms and the Confirmation Order the "Plan").

E. Pursuant to the Plan, the Debtor filed the "Schedule of Assumed Executory Contracts and Unexpired Leases,"[1] which includes all Executory Contracts and Unexpired Leases that will re-vest in and be fully enforceable by the Reorganized Debtor on the Effective Date, as set forth in Article V.A. of the Plan.

F. The lease of the facility (the "MI Lease") located at 10464 Bryan Highway, Onsted, MI (the "Michigan Property") owned by the Michigan Landlord, was assumed by Debtor and assigned to the Reorganized Debtor pursuant to the Plan.

G. The Debtor has asserted a cure amount of zero ($0) dollars in connection with the assumption and assignment of MI Lease to the Reorganized Debtor.

H. The Florida Landlord has alleged post-petition administrative claims for damage to the Florida Property while the Debtor vacated same, totaling $6,685.00 (the "Florida Damage Claim").

I. The Michigan Landlord has alleged claims for repairs that it asserts should be made to the Michigan Property (the "Michigan Damage Claim") pursuant to the terms of the MI Lease.

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[1] Capitalized terms used but not defined herein have the meanings ascribed to them in the Plan.

J. The Michigan Landlord believes that the Michigan Damage Claim may constitute an administrative claim. The Debtor and the Reorganized Debtor take no position as to the administrative status of the Michigan Damage Claim.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby stipulated and agreed to by and between the Parties as follows:

STIPULATION

1. This Stipulation shall become effective once it is approved and entered by the Bankruptcy Court (or such other court with jurisdiction over the Chapter 11 Case).

2. In full satisfaction of the Florida Damage Claim, the Reorganized Debtor shall pay $6,685.00 to the Florida Landlord within 15 days of the Court's entry of an order approving this Stipulation (the "Florida Payment").

3. Upon the Florida Landlord's receipt of the Florida Payment, the Florida Landlord releases and discharges any and all administrative claims against the Debtor and the Debtor's estate.

4. In exchange for not filing an administrative claim, the Reorganized Debtor shall repair the damages to the Michigan Property as detailed on Exhibit A to this Stipulation in the ordinary course of business and pursuant to the MI Lease.

5. Each Party hereto represents and warrants it is duly authorized to enter into and be bound by this Stipulation.

6. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile or electronic mail, and each of which shall be deemed an original, but all of which together shall constitute one instrument.

7. The Bankruptcy Court retains exclusive jurisdiction to resolve any dispute arising from or related to the interpretation or enforcement of this Stipulation.

[SIGNATURE PAGE FOLLOWS]

NATURAL AMERICAN FOODS, INC., SUCCESSOR BY MERGER TO GROEB FARMS, INC.

By: /s/ Tamar N. Dolcourt

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EXHIBIT A

Repair List for Michigan Property

1. Barn metal in plant and warehouse needs repair
2. Drywall in plant and trust dock needs repair and to be repainted
3. Post covers in warehouse are dented and need to be repaired or replaced
4. Leak in warehouse roof needs repair
5. Steel guards and post on outside of building need to be repainted
6. Trim around doors on outside of building needs repair
7. Eve troughs need to be cleaned out and the ice dams need to be removed
8. Metal roof over docks needs repair
9. Scrap and repaint wild wall on plant next to road

EXHIBIT 1

Proposed Order

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

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

ORDER APPROVING STIPULATION BY AND BETWEEN THE REORGANIZED DEBTOR AND ITS CURRENT AND FORMER LANDLORDS TO RESOLVE CLAIMS RELATED TO REAL PROPERTY

Upon the stipulation (the "Stipulation"), dated as of April 24, 2014, by and among Natural American Foods, Inc. (the "Reorganized Debtor"), successor by merger to Groeb Farms, Inc. (the "Debtor") and Ernst L. Groeb, Jr. Trust B, United Bank & Trust, Successor Trustee (the "Michigan Landlord") and Ernst Leland Groeb, Troy L. Groeb, and E Jeanne Groeb, as tenants in common, and doing business as Groeb Farms (the "Florida Landlord" and collectively with the Michigan Landlord the "Landlords"), through their respective counsel; and it appearing that approval of the Stipulation is in the best interest of the Debtor and its estate and creditors, and the Reorganized Debtor; and adequate notice of the Stipulation having been given under the circumstances; and it appearing that no other notice need be given; and after due deliberation and sufficient cause appearing therefore, it is hereby:

ORDERED that the Stipulation is **APPROVED**; and it is further

ORDERED that The Reorganized Debtor shall pay $6,685.00 to the Florida Landlord in full satisfaction of the Florida Damage Claim within 15 days of the entry of this Order (the "Florida Payment"); and it is further

ORDERED that upon receipt of the Florida Payment by the Florida Landlord, the Florida Landlord will release and discharge any and all administrative claims against the Debtor and the Debtor's estate; and it is further

ORDERED that in full satisfaction of the Michigan Damage Claim, the Reorganized Debtor shall repair the damages to the Michigan Property as detailed on Exhibit A to the Stipulation in the ordinary course of business; and it is further

ORDERED that this Order shall be immediately enforceable and effective upon its entry; and it is further

ORDERED that the Court shall retain jurisdiction over all matters arising from or related to the interpretation or implementation of this Order.