

EXHIBIT A

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

-----	X	Chapter 11
In re:	:	
	:	Case No. 09-11960 (BLS)
ALSET OWNERS, LLC, <i>et al.</i> ,	:	
Debtors.	:	Jointly Administered
-----	X	

**CRITICAL VENDOR TRADE AGREEMENT
BETWEEN THE DEBTORS AND MBM CORPORATION**

The debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") and Meadowbrook Meat Company, Inc. doing business as MBM Corporation ("MBM", and together with the Debtors, the "Parties"), hereby enter into this Critical Vendor Trade Agreement (the "Trade Agreement"). In connection hereto, the Parties stipulate and agree as follows:

RECITALS

WHEREAS, on June 5, 2009 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") (collectively, the "Chapter 11 Cases") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, prior to the Petition Date, MBM provided meat and other essential food products to the Debtors and the Debtors want MBM to continue to provide such essential goods to the Debtors during the postpetition period;

WHEREAS, prior to the Petition Date, MBM sold goods to the debtors on fourteen (14) day credit terms;

WHEREAS, prior to the Petition Date, MBM received payments from the Debtors daily by Automated Clearing House ("ACH") debit;

WHEREAS, during the fourteen days prior to the Petition Date, the Debtor ordered, and MBM sold and delivered, certain goods to the Debtors in the ordinary course of business between the Debtor and MBM and, as of the Petition Date, MBM is owed the amount of \$286,072.04 from the Debtors for such goods (the "Prepetition Claim");

WHEREAS, MBM has provided the Debtors with analyses of MBM's defenses under §547(c)(2) and § 547(c)(4) of the Bankruptcy Code against any potential causes of action under §547 of the Bankruptcy Code (the "Preference Analysis") and, based on a review of the Preference Analysis, the Debtors have concluded that MBM has no liability under §547 of the Bankruptcy Code;

WHEREAS, on June 9, 2009, the Court entered an Order Granting Motion Of The Debtors For An Order Authorizing, On An Emergency Basis, The Payment Of Prepetition Claims Of Certain Critical Vendors [Docket No. 24] (the "Critical Vendors Order");

WHEREAS, pursuant to the Critical Vendors Order, the Debtors are authorized, in their discretion, to pay the prepetition claims of certain Critical Vendors^[1] that provide essential goods and services to the Debtors;

WHEREAS, MBM is one of the Debtors' Critical Vendors; and

WHEREAS, pursuant to the terms of this Trade Agreement, the Debtors and MBM have negotiated terms by which the Debtors will pay MBM's Prepetition Claim as one of the Debtors' Critical Vendor Claims and MBM will continue to sell and deliver goods to the Debtors on the terms set forth herein.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby stipulate and agree as follows:

[1] All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Critical Vendors Order.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference as if set forth at length herein.

2. **Payment of MBM's Prepetition Claim.** MBM's Prepetition Claim is a Critical Vendor Claim and also is entitled to priority under §503(b)(9) of the Bankruptcy Code. In full satisfaction of such claim, MBM shall receive payment of its Prepetition Claim by continuing to cause ACH debits from the Debtors' accounts in the same manner as MBM did prior to the Petition Date, and all ACH debits by MBM since the Petition Date shall be applied first to the Prepetition Claim. The payment of MBM's Prepetition Claim as set forth in this paragraph shall not be subject to repayment, disgorgement or reapplication to postpetition amounts by MBM upon the earliest to occur of the following dates (the "Determination Date"): (i) August 4, 2009, provided that MBM provided the Debtors with the credit terms set forth in paragraph 3 of this Trade Agreement; (ii) the date the Debtors terminate or breach this Trade Agreement; or (iii) the date MBM terminates this Trade Agreement for the reasons set forth in paragraph 5 of this Trade Agreement. As long as MBM's Prepetition Claim is paid in full and the Determination Date has occurred, (i) MBM agrees not to assert a claim against the Debtors' in their bankruptcy proceeding for the Prepetition Claim and (ii) the reclamation notice and PACA notice MBM sent to the Debtors shall be deemed withdrawn.

3. **Postpetition Transactions.** For a period of sixty (60) days from the Petition Date (the "Credit Terms Period"), MBM shall continue to sell goods to the Debtors on fourteen (14) day credit terms and MBM shall continue to receive payments from the Debtors by causing ACH debits from the Debtors' accounts in the same manner as the parties transacted business prior to the Petition Date. Debtors shall pay to MBM a deposit in the amount of \$100,000.00 (the

“Deposit”) to be held by MBM and applied by MBM to any outstanding postpetition amounts owed to MBM as of the earliest to occur of: (i) the date this Trade Agreement is terminated or breached by the Debtors; (ii) the date this Trade Agreement is terminated for the reasons set forth in paragraph 5; or (iii) the expiration of the Credit Terms Period, but only if the parties do not reach agreement for the continuation of mutually acceptable trade terms for an additional period of time. The Deposit shall be payable as follows: (i) \$75,000 by wire transfer to MBM’s account on June 12, 2009; and (ii) \$ 25,000 by wire transfer to MBM’s account on June 23, 2009.

4. Waivers and Releases. The Debtors acknowledge that they have reviewed the ordinary course of business among the Debtors and MBM as well as the Preference Analysis provided by MBM and determined that, for at least the past twenty-four (24) months, the Debtors and MBM have done business on the same terms and payment schedule as during the 90 days prior to the Petition Date. Further, the Debtors acknowledge that if any amounts other than the Prepetition Claim were outstanding as of the Petition Date, the Debtors would have included and paid such amounts as a Critical Vendor Claim as well. Based on the foregoing, the Debtors have concluded that their estates do not have any claims, actions, rights or causes of action to avoid any alleged preferential payments under § 547 of the Bankruptcy Code (the “Preference Claims”) against MBM or any of its affiliates that did business with the Debtors prior to the Petition Date. Accordingly, for good and valuable consideration and in consideration of MBM’s agreement to provide goods pursuant to the above credit terms and the other terms contained in this Trade Agreement, the sufficiency of which consideration is hereby acknowledged, the Debtors hereby waive any and all Preference Claims against MBM and its affiliates and hereby

release, acquit, and forever discharge MBM and its affiliates from any and all Preference Claims (the "Waiver and Release").

5. **Court Approval.** The Debtors shall file a motion seeking Bankruptcy Court approval of this Trade Agreement (the "Approval Motion") no later than June 26, 2009 and shall schedule such motion for the omnibus hearing presently scheduled for July 22, 2009. MBM may, in its discretion, terminate this Trade Agreement if (i) the Debtors fail to file the Approval Motion by June 26, 2009 or (ii) Bankruptcy Court approval of this Trade Agreement (including the Waiver and Release provision) is not obtained by July 22, 2009.

6. **Incorporation of Critical Vendors Order.** This Trade Agreement shall be deemed a "Trade Agreement" as defined in the Critical Vendors Order and the terms of this Trade Agreement are incorporated by reference and approved by the Critical Vendors Order.

7. **Authority.** Each of the Parties to this Trade Agreement represents and warrants that he, she or it has the capacity and authority to enter into this Trade Agreement.

8. **Binding Effect of this Trade Agreement.** This Trade Agreement (including the Waiver and Release provision) shall be binding upon the Parties hereto and all of their respective successors and assigns from the date of its execution, including, without limitation, any post-confirmation trustee and any chapter 7 or 11 trustee. In addition, this Trade Agreement may not be abandoned, amended, supplemented, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized representative of each of the Parties hereto.

9. **Representations.** Each of the Parties hereto represents and warrants that it has carefully read this Trade Agreement in its entirety; that it has had an adequate opportunity to consider it and to consult with any advisor of its choice about it; that it understands all of its

terms; that it has consulted with independent counsel of its choice, who answered to its satisfaction all questions that it had regarding this Trade Agreement; that it is duly authorized to enter into this Trade Agreement; that it voluntarily assents to all the terms and conditions contained herein; and that by signing this Trade Agreement, it agrees to be bound by the terms and conditions contained herein.

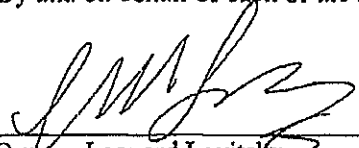
10. **Entire Agreement.** This Trade Agreement contains and constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter hereof.

11. **Counterparts.** This Trade Agreement may be executed in counterparts and may be delivered by telecopy. Any copy so executed and delivered (including delivery by telecopy), when taken with another executed copy, shall be considered and deemed an original hereof.

12. **Retention of Jurisdiction.** The Court shall retain jurisdiction to hear any disputes among the Parties regarding this Trade Agreement.

By and on behalf of each of the Debtors

Meadowbrook Meat Company, Inc.


By: Leonard Levitsky
Title: President and Managing Member
of each of the Debtors

By: Jeffrey M. Kowalk
Title: Senior Vice President and
Chief Financial Officer

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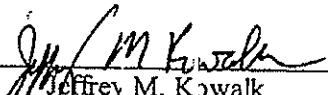
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