

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

In re:

AgFeed USA, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 13-11761 (BLS)

Jointly Administered

Ref. Docket No.: 43

**ORDER (I) SCHEDULING A HEARING ON THE APPROVAL OF THE SALE
OF ALL OR SUBSTANTIALLY ALL OF THE SELLERS' ASSETS, AND THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, (II) APPROVING CERTAIN BIDDING PROCEDURES,
CERTAIN ASSUMPTION AND ASSIGNMENT PROCEDURES, THE BREAK-UP FEE,
AND THE EXPENSE REIMBURSEMENT AND THE FORM AND MANNER OF
NOTICE THEREOF, AND (IV) GRANTING RELATED RELIEF**

Upon consideration of the motion (the "Motion")² of AgFeed USA, LLC ("AgFeed USA") and its above-captioned affiliated debtors and debtors in possession (each, a "Debtor," and collectively, the "Debtors") for the entry of: (a) an order, (i) scheduling a hearing (the "Sale Hearing") on approval of the proposed sale of all or substantially all of the assets (excluding the assets related to the Oklahoma operations) of AgFeed USA and certain of the other Debtors (the "Sale"), free and clear of all Encumbrances (except for Permitted Encumbrances), pursuant to the APA (or if the Proposed Purchaser is not the Prevailing Bidder, then a Modified APA), and the assumption and assignment of the Assumed Contracts to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder); (ii) authorizing

¹ The Debtors and the last four digits of their federal tax identification number are: AgFeed USA, LLC (8748), AgFeed Industries, Inc. (7168); TS Finishing, LLC (8748); New York Finishing, LLC (8748); Pork Technologies, LC (2076); New Colony Farms, LLC (9246); Heritage Farms, LLC (8141); Heritage Land, LLC (8129); Genetics Operating, LLC (1921); M2P2 Facilities, LLC (8748); MGM, LLC (8748); M2P2 General Operations, LLC (8748); New Colony Land Company, LLC(5834); M2P2 AF JV, LLC (8748); Midwest Finishing, LLC (8748); and Genetic Land, LLC (1921). The location of the corporate headquarters for AgFeed Industries, Inc. is 100 Bluegrass Commons Blvd., Suite 310, Hendersonville, Tennessee 37075. The location of the corporate headquarters for the remaining Debtors is 510 South 17th Street, Suite 104, Ames, Iowa 50010.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion or the Bidding Procedures, as applicable.

and approving the bidding procedures substantially in the form attached hereto as Exhibit 1 (collectively, the “Bidding Procedures”) in connection with the Sale, the assumption and assignment procedures provided for herein (collectively, the “Assumption and Assignment Procedures”) for the Assumed Contracts, the Break-Up Fee, and the Expense Reimbursement, and the form and manner of notice thereof; and (iii) granting related relief; and (b) an order, substantially in the form attached to the Motion as Exhibit B (the “Sale Order”), (i) authorizing and approving the APA, a copy of which is attached to the Motion as Exhibit C (or if the Proposed Purchaser is not the Prevailing Bidder, then a Modified APA); (ii) authorizing and approving the Sale, free and clear of all Encumbrances (except for Permitted Encumbrances); (iii) authorizing and approving the assumption and assignment of the Assumed Contracts to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder); and (iv) granting related relief; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order.

B. Venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

C. The statutory and legal predicates for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Local Rule 6004-1.

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law. See Fed. R. Bankr. P. 7052.

D. In the Motion and at the hearing on the Motion, the Debtors demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Local Bankruptcy Rule 2002-1(b) and all other interested parties.

E. The Sale Notice is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of this Order, the Bidding Procedures, the Auction, the Sale, and the Sale Hearing, and any and all objection deadlines related thereto, and no other or further notice is required of the foregoing.

F. The Bidding Procedures are fair, reasonable, and appropriate and are designed to maximize recovery with respect to the sale of the Target Assets and the assets of the Oklahoma operations (the "Oklahoma Assets", together with the Target Assets, the "Assets") by the Debtors' estates.

G. Under the circumstances, timing, and procedures set forth in this Order, in the Bidding Procedures, in the Motion, and in the APA, the Debtors have demonstrated compelling and sound business justifications for entry into the APA and all of its terms, including, without limitation, the Break-Up Fee and the Expense Reimbursement.

H. The Break-Up Fee and the Expense Reimbursement: (i) were negotiated by the Debtors and the Proposed Purchaser in good faith and at arm's-length; (ii) are reasonable and appropriate given, among other things, the size and nature of the Sale and the efforts that have been expended, and will continue to be expended, by the Proposed Purchaser; and (iii) are a material inducement for, and a condition of, the Proposed Purchaser's entry into the APA. The Break-Up Fee and the Expense Reimbursement are commensurate with the real and substantial

postpetition benefits conferred upon the Debtors' estates by the Proposed Purchaser and constitute actual and necessary costs and expenses incurred by the Debtors in preserving the value of their estates within the meaning of section 503(b) of the Bankruptcy Code.

I. Entry into the APA as a "stalking-horse" is in the best interests of the Debtors, their estates and creditors and all other interested parties and, based on the information set forth in the Motion and presented to this Court at the hearing on the Motion, is an appropriate exercise of the Debtors' business judgment. The APA will enable the Debtors to secure an adequate floor for the Auction and will provide a clear benefit to the Debtors, their estates and creditors and all other interested parties.

J. The Assumption and Assignment Procedures provided for herein and the Assumption Notice are reasonable and appropriate and consistent with the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006. The Assumption and Assignment Procedures and the Assumption Notice have been tailored to provide an adequate opportunity for all Counterparties to assert any Contract Objections.

K. Entry of this Order is in the best interests of the Debtors, their estates and creditors and all other interested parties; and therefore:

IT IS HEREBY ORDERED THAT:

1. Those portions of the Motion seeking approval of (a) the Debtors' entry into the APA and all of its terms (including, without limitation, the Break-Up Fee, the Expense Reimbursement, and the first-priority lien on the proceeds of an Alternative Transaction until such amounts are paid in full), (b) the Assumption and Assignment Procedures, (c) the Bidding Procedures, (d) the Sale Notice, (e) the date, time and place of the Sale Hearing, and (f) the noticing and objection procedures related to each of the foregoing, are hereby GRANTED.

2. Notwithstanding anything contained in the Interim Cash Collateral Order or the Final Cash Collateral Order to the contrary, none of the bid protections provided in paragraphs 3 and 4 of this Order shall constitute an event of default or otherwise be prohibited by the Interim Cash Collateral Order or the Final Cash Collateral Order.

3. The Break-Up Fee and the Expense Reimbursement each shall be allowed claims entitled to administrative expense claim priority under Sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code, and obligation to pay in full in cash when due any amount owed by any Debtor to the Proposed Purchaser under the APA, including the Break-Up Fee and the Expense Reimbursement, shall not be discharged, modified or otherwise affected by any plan of reorganization or liquidation for Debtors or by any other Order of the Bankruptcy Court. In addition to the Debtors' obligation to pay the Break-Up Fee and the Expense Reimbursement, the Proposed Purchaser shall have, and is hereby granted, a security interest and lien upon the proceeds of the Alternative Transaction until such Break-Up Fee and Expense Reimbursement are paid in full which lien and security interest shall be senior to all other security interests and liens.

4. Additionally, to secure any obligation the Debtors have to pay amounts to the Proposed Purchaser pursuant to Section 2.3.3.2, the Proposed Purchaser shall have, and is hereby granted, a security interest and lien upon all assets of the Bankruptcy Estates remaining after full payment of the Farm Credit Indebtedness to the Prepetition Lenders. In the event that the Post Closing Adjustment pursuant to Section 2.3.3 of the APA results in the Purchase Price being less than the Farm Credit Indebtedness, within three (3) business days of the final determination of the Post-Closing Adjustment, the Prepetition Lenders shall pay to the Proposed Purchaser by wire transfer of immediately available funds the positive difference, if any, between (y) the lesser

of the Farm Credit Indebtedness or the amount paid to the Prepetition Lenders at Closing; and (z) the Purchase Price; provided, however, that the Prepetition Lenders shall have the right, but not the obligation, to (i) consult with the Debtors and the Proposed Purchaser, as applicable, in connection with preparation of the Estimated Closing Statement and the Closing Statement; (ii) observe all physical inventories that are conducted in connection with the Estimated Closing Statement and the Closing Statement; (iii) inspect all work papers, schedules and other supporting materials relating to the preparation of the Estimated Closing Statement and the Closing Statement, and (iv) dispute all or any part of the Estimated Closing Statement or the Closing Statement with such review to be timely raised and any dispute to be reasonable and in good faith and in the event of a dispute to the Closing Statement to participate in the dispute resolution procedures set forth in Section 2.3.2 of the APA.

5. Any objections to the Motion or the relief granted by this Order that have not been withdrawn, waived or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits.

6. The APA, which may be obtained by parties in interest free of charge on BMC Group, Inc.'s dedicated webpage related to these chapter 11 cases (www.bmcgroup.com/agfeed) or from counsel to the Debtors upon written request to Ian J. Bambrick, Esquire (ibambrick@ycst.com), is hereby approved and is appropriate and reasonably calculated to enable the Debtors and other parties in interest to easily compare and contrast the differing terms of any bids presented at the Auction.

7. Except as expressly provided herein, nothing herein shall be construed as a determination of the rights of any party in interest in these chapter 11 cases, including, without limitation, the Debtors, the Prepetition Lenders, and the Proposed Purchaser.

8. The Bidding Procedures are hereby approved. The failure to specifically include or reference any particular provision of the Bidding Procedures in the Motion or this Order shall not diminish or otherwise impair the effectiveness of such procedures, it being this Court's intent that the Bidding Procedures are approved in their entirety, as if fully set forth in this Order. The Debtors are hereby authorized to conduct a sale by auction of the Assets pursuant to the terms of the Bidding Procedures and this Order.

9. Notwithstanding any limitations provided for in such information, including, without limitation, any non-disclosure, confidentiality or similar provisions, the Debtors and their estates shall be authorized to provide due diligence information to Qualifying Bidders provided that such Qualifying Bidders have delivered an executed confidentiality agreement in form and substance acceptable to the Debtors. The Debtors and their estates are not responsible for, and shall have no liability with respect to, any information obtained by, or provided to, any Qualifying Bidders in connection with the Bidding Procedures and the Sale provided that the information was provided in accordance with this Order.

10. Notwithstanding anything to the contrary herein and for the avoidance of doubt, for all purposes under these Bidding Procedures, (i) each of the Proposed Purchaser and the Prepetition Lenders (as defined below) shall be considered a Qualifying Bidder, (ii) a Potential Bidder or combination of Potential Bidders whose bids for the Assets ^(or Target Assets) do not overlap and who ^{provide authorization} agree to have their bids combined for purposes of determination of whether such Potential Bidder ^(as combined) constitutes a Qualified Bidder, (iii) the APA shall be considered a Qualifying Bid and (iv) the Prepetition Lenders shall be entitled to submit any credit bid at any time prior to or during the Auction and after the Auction, in connection with the Debtors' acceptance of the Second-Highest

Bid, provided, however, that the Prepetition Lenders shall submit a Modified APA at the time any credit bid is submitted.

11. The Bidding Procedures shall apply to the Potential Bidders, the Qualifying Bidders, and the conduct of the Sale and the Auction.
12. The following "Assumption and Assignment Procedures" are hereby approved:
 - (a) Within five (5) business days after the entry of this Order (the "Assumption Notice Deadline"), the Debtors shall file with this Court and serve on each counterparty (each, a "Counterparty," and collectively, the "Counterparties") to an Assumed Contract a notice (the "Assumption Notice"), substantially in the form attached to the Motion as Exhibit E.
 - (b) The Assumption Notice shall include, without limitation, the cure amount (each, a "Cure Amount"), if any, that the Debtors believe is required to be paid to the applicable Counterparty under section 365(b)(1)(A) and (B) of the Bankruptcy Code for each of the Assumed Contracts. If a Counterparty objects to the Cure Amount for its Assumed Contract, the Counterparty must file with this Court and serve on the Contract Objection Notice Parties (as defined below) a written objection (a "Contract Objection").
 - (c) Any Contract Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) be filed with the Clerk of this Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, together with proof of service, **on or before 4:00 p.m. (ET) on August 21, 2013** (the "Contract Objection Deadline"); (iv) be served, so as to be actually received on or before the Contract Objection Deadline, upon the Contract Objection Notice Parties; and (v) state with specificity the grounds for such objection, including, without limitation, the fully liquidated cure amount that the Counterparty believes is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code for the Assumed Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto.
 - (d) The "Contract Objection Notice Parties" are as follows: (i) counsel for the Debtors, Young, Conaway, Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Robert S. Brady, Donald J. Bowman, Jr. and Robert F. Poppiti, Jr.; (ii) counsel to the Prepetition Lenders, Kutak Rock, LLP, The Omaha Building, 1650 Farnam Street, Omaha, Nebraska 68102, Attn: Jeff Wegner, Esq. and Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attn: Regina Stango Kelbon; and (iii) counsel to the Proposed Purchaser, Bryan Cave LLP, One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, Missouri 63102, Attn: Brian C. Walsh, and Morris James

LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, Attn: Stephen M. Miller.

- (e) If after the Assumption Notice Deadline additional executory contracts or unexpired leases of the Sellers are determined to be Assumed Contracts, as soon as practicable thereafter and in no event less than one (1) business day before the date of the Sale Hearing, the Debtors shall file with this Court and serve, by overnight delivery, on the Counterparties an Assumption Notice, and such Counterparties shall file any Contract Objections not later than (a) the Contract Objection Deadline in the event that such Assumption Notice was filed and served within five (5) days of the Assumption Notice Deadline and (b) two (2) hours prior to the commencement of the Sale Hearing in the event that such Assumption Notice was filed and served more than five (5) days after the Assumption Notice Deadline.
- (f) If the Proposed Purchaser is not the Prevailing Bidder, as soon as practicable thereafter and in no event less than one (1) business day before the date of the Sale Hearing, the Debtors shall file with this Court and serve, by overnight delivery, on the Counterparties a notice identifying such Prevailing Bidder, and the Counterparties shall file any Contract Objections solely on the basis of adequate assurance of future performance not later than two (2) hours prior to the commencement of the Sale Hearing.
- (g) At the Sale Hearing, the Debtors will seek this Court's approval of their assumption and assignment to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder) of only those Assumed Contracts that have been selected by the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then by the Prevailing Bidder) to be assumed and assigned (collectively, the "Selected Assumed Contracts"). Any and all rights of the Debtors and their estates with respect to any Assumed Contracts that are not ultimately designated as Selected Assumed Contracts shall be reserved.
- (h) If no Contract Objection is timely received with respect to a Selected Assumed Contract: (i) the Counterparty to such Selected Assumed Contract shall be deemed to have consented to the assumption by the Debtors and assignment to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder) of the Selected Assumed Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then by the Prevailing Bidder); (ii) any and all defaults under the Selected Assumed Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code; and (ii) the Cure Amount for such Selected Assumed Contract shall be controlling, notwithstanding anything to the contrary in such Selected Assumed Contract, or any other related document, and the

Counterparty shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims related to such Selected Assumed Contract against the Debtors and their estates or the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then against the Prevailing Bidder), or the property of any of them, that existed prior to the entry of the Sale Order.

- (i) To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the Sale Hearing, including, without limitation, any dispute with respect to the cure amount required to be paid to the applicable Counterparty under section 365(b)(1)(A) and (B) of the Bankruptcy Code (any such dispute, a "Cure Dispute"), such Contract Objection will be adjudicated at the Sale Hearing or at such other date and time as may be fixed by this Court; provided, however, that if the Contract Objection relates solely to a Cure Dispute, the Selected Assumed Contract may be assumed by the Debtors and assigned to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder) provided that the cure amount the Counterparty asserts is required to be paid under section 365(b)(1)(A) and (B) of the Bankruptcy Code (or such lower amount as agreed to by the Counterparty) is deposited in a segregated account by the Debtors pending this Court's adjudication of the Cure Dispute or the parties' consensual resolution of the Cure Dispute.
- (j) Notwithstanding anything to the contrary herein, if after the Sale Hearing or the entry of the Sale Order additional executory contracts or unexpired leases of the Sellers are determined to be Assumed Contracts, as soon as practicable thereafter, the Debtors shall file with this Court and serve, by overnight delivery, on the Counterparties an Assumption Notice, and such Counterparties shall file any Contract Objections not later than fourteen (14) days thereafter. If no Contract Objection is timely received, the Debtors shall be authorized to assume and assign such Assumed Contracts to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder) without further notice to creditors or other parties in interest and without the need for further order of this Court, and such assumption and assignment shall be subject to the terms of the Sale Order.

13. The Debtors' decision to assume and assign the Assumed Contracts to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder) is subject to this Court's approval and the closing of the Sale. Accordingly, absent this Court's approval and the closing of the Sale, the Assumed Contracts shall not be deemed assumed or assumed and assigned, and shall in all respects be subject to further

administration by the Debtors and their estates under the Bankruptcy Code in connection with these chapter 11 cases.

14. The Assumption and Assignment Procedures are appropriate and fair to all Counterparties and comply in all respects with the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. The Assumption Notice is reasonably calculated to provide sufficient, effective notice to all Counterparties and any other affected parties of the Debtors' intent to assume and assign to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder) some or all of the Assumed Contracts and to afford the Counterparties the opportunity to exercise any rights affected by the Motion and the relief granted by this Order pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006, and is hereby approved.

15. The inclusion of a contract, lease or other agreement on an Assumption Notice shall not constitute or be deemed a determination or admission by the Debtors and their estates, the Proposed Purchaser or any other party in interest that such contract, lease or other agreement is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and any and all rights with respect thereto shall be reserved.

16. The Sale Notice and notice of the Bidding Procedures, the Auction, the Sale Hearing, and the Assumption and Assignment Procedures and the objection periods associated with each of the foregoing are reasonably calculated to provide notice to any affected party and afford the affected party the opportunity to exercise any rights affected by the Motion as it relates to the Auction, the Sale, the Sale Hearing, and the assumption and assignment to the Proposed Purchaser (or if the Proposed Purchaser is not the Prevailing Bidder, then to the Prevailing Bidder) of the Assumed Contracts pursuant to Bankruptcy Rules 2002(a)(2), 6004 and 6006, and such notice and objection periods are hereby approved.

17. Within five (5) business days of entry of this Order, the Debtors shall serve the Sale Notice by first class mail, postage prepaid, upon: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Debtors' prepetition secured lenders; (c) the Debtors' known creditors; (d) all Counterparties to the Assumed Contracts; (e) all entities with recorded claims, liens, interests or encumbrances against the Debtors' right, title and interest in the Assets and any other entities reasonably known to have asserted any such claim, liens, interests or encumbrances; (f) all entities reasonably known to have expressed an interest in a transaction with respect to the Assets during the past year; (g) the Internal Revenue Service; (h) the Office of the United States Attorney for the District of Delaware; (i) the United States Securities and Exchange Commission; (j) all taxing authorities or recording offices with a reasonably known interest in the relief requested in this Motion; and (j) all parties requesting notice in these chapter 11 cases pursuant to Local Rule 2002-1(b) as of the date thereof.

18. Not later than twenty-one (21) days prior to the date of the Sale Hearing, the Debtors shall cause the Sale Notice to be published once in *The Wall Street Journal*, *The New York Times*, or *USA Today*, as determined by the Debtors, in their sole discretion. Such publication conforms to the requirements of Bankruptcy Rules 2002(l) and 9008, and is reasonably calculated to provide notice to any affected party, including any Potential Bidders, and afford the affected party the opportunity to exercise any rights affected by the Motion and the relief granted by this Order.

19. Any objections to the Sale or the relief requested in connection with the Sale (a "Sale Objection"), other than a Contract Objection, which shall be governed by the Assumption and Assignment Procedures, must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) set forth the specific basis for the Sale Objection; (d) be filed with the Clerk

of this Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, together with proof of service, **on or before 4:00 p.m. (ET) on August 21, 2013** (the “Sale Objection Deadline”); and (e) be served, so as to be actually received on or before the Sale Objection Deadline, upon (i) counsel for the Debtors, Young, Conaway, Stargatt & Taylor, LLP, 1000 North King Street, Wilmington, DE 19801, Attn: Robert S. Brady, Donald J. Bowman, Jr. and Robert F. Poppiti, Jr.; (ii) counsel to the Prepetition Lenders, Kutak Rock, LLP, The Omaha Building, 1650 Farnam Street, Omaha, Nebraska 68102, Attn: Jeff Wegner, Esq. and Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, Attn: Regina Stango Kelbon; and (iii) counsel to the Proposed Purchaser, Bryan Cave LLP, One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, Missouri 63102, Attn: Brian C. Walsh, and Morris James LLP, 500 Delaware Avenue, Suite 1500, Wilmington, Delaware 19801, Attn: Stephen M. Miller. If a Sale Objection is not filed and served on or before the Sale Objection Deadline in accordance with the foregoing requirements, the objecting party shall be barred from objecting to the Sale and shall not be heard at the Sale Hearing, and this Court may enter the Sale Order without further notice to such party.

20. Failure to file a Sale Objection on or before the Sale Objection Deadline shall be deemed to be “consent” for purposes of section 363(f) of the Bankruptcy Code.

21. Pursuant to section 363(k) of the Bankruptcy Code, the Prepetition Lenders shall be entitled to credit bid all or a portion of the Farm Credit Indebtedness. The failure of the Official Committee of Unsecured Creditors (the “Committee”) to object to a bid put forth by the Prepetition Lenders shall not (a) prejudice or impair the rights of the Committee to challenge the nature, extent, validity, priority, perfection or amount of the Prepetition Lenders’ alleged liens, security interests and claims or (b) release the Prepetition Lenders from any causes of action

which can be brought by or on behalf of the Debtors' estates relating to any of the foregoing, subject to the provisions of any interim or final cash collateral order agreed to by Prepetition Lenders and entered in this case.

22. If no timely Qualifying Bids other than the Proposed Purchaser's Qualifying Bid are submitted on or before the Bid Deadline, the Debtors, after consultation with the Prepetition Lenders and counsel to the Committee, shall not hold an Auction and shall request at the Sale Hearing that this Court approve the APA and the transactions contemplated thereunder; provided, however, that so long as the APA has not been modified in any manner from the executed version, the Debtors shall not be required to consult with the Prepetition Lenders or counsel to the Committee prior to cancelling the Auction. In the event that the Debtors timely receive one or more Qualifying Bids other than the Proposed Purchaser's Qualifying Bid, the Debtors shall conduct the Auction, and following the Auction, in accordance with the Bidding Procedures, the Debtors will determine, in their sole discretion and after consultation with the Prepetition Lenders and counsel to the Committee, which Qualifying Bid is the Prevailing Bid.

23. The Sale Hearing shall be held in this Court on August 29, 2013 at 1:30 p.m. (ET), unless otherwise determined by this Court. The Sale Hearing may be adjourned by the Debtors from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice on the docket of the Debtors' chapter 11 cases.

24. The Debtors are authorized to conduct the Sale without the necessity of complying with any state or local bulk transfer laws or requirements.

25. In the event that there is a conflict between this Order or the Bidding Procedures, on the one hand, and the Motion or the APA, on the other hand, this Order and the Bidding Procedures shall control and govern.

26. This Order shall be effective immediately upon entry, and any stay of orders provided for in Bankruptcy Rules 6004(h) or 6006(d) or any other provision of the Bankruptcy Code, the Bankruptcy Rules or the Local Rules is expressly waived. The Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order, and may, in their sole discretion and without further delay, take any action and perform any act authorized or approved under this Order.

27. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of the Order.

Dated: August 1, 2013
Wilmington, Delaware


BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE