

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF IOWA

In Re:	)	Case No.: 09-00591-D
	)	Affiliated Case Nos: 09-00415-D
BEST VALUE, INC.,	)	09-00416-D
	)	09-00417-D
Debtor and Debtor in Possession.)	
	)	Chapter 11
PO Box 947)	
Postville, IA 52162	)	Honorable Paul J. Kilburg
)	
EIN: 42-1524175	)	AMENDED CONSENT ORDER RE:
	)	AMENDED MOTION FOR
	)	AUTHORITY TO SELL PROPERTY OF
	)	THE BANKRUPTCY ESTATE AT
	)	AUCTION SALE, FREE AND CLEAR
	)	OF LIENS AND INTERESTS
)	
	)	<i>No Hearing Set</i>

COMES NOW Best Value, Inc., (“Best Value” or “Debtor”), the Debtor and Debtor in Possession herein, by and through its duly-employed General Reorganization Counsel, Jeffrey D. Goetz, Esq., of the law firm of Bradshaw, Fowler, Proctor and Fairgrave, P.C., and Joseph E. Sarachek (“Sarachek”), an interested party and the duly-appointed and acting Chapter 11 Trustee in the pending Chapter 11 case entitled In re: Agriprocessors, Inc., by and through his duly-employed counsel of record, Dan Childers, Esq., of the law firm of Elderkin & Pirnie, P.L.C., DCFS USA LLC (“DCFS”), a secured creditor, by and through it’s counsel of record, Wesley B. Huisinga, Esq., of the law firm of Shuttleworth & Ingersoll, P.L.C. and Taylor & Martin, Inc., by and through its counsel, David C. Mitchell, and hereby stipulate and consent to the following:

1. On March 16, 2009, the Debtor filed its Voluntary Petition (the “Petition”) under Chapter 11 of the Bankruptcy Code (the “Petition Date”). From and after the Petition Date, the Debtor has been a Debtor in Possession under the Bankruptcy Code.

2. On July 22, 2009, the Debtor filed its Motion for Authority to Sell Property of the Bankruptcy Estate at Auction Sale, Free and Clear of Liens and Interests (Docket Item 86).

3. On July 23, 2009, the Debtor filed an Amended Motion for Authority to Sell Property of the Bankruptcy Estate at Auction Sale, Free and Clear of Liens and Interests ("Amended Motion") (Docket Item 91).

4. On August 6, 2009, the Debtor filed a Notice of Non-Material Modification of Debtor's Amended Motion for Authority to Sell Property of the Bankruptcy Estate at Auction Sale, Free and Clear of Liens and Interests (Docket Item 97). The Notice indicated that said Auction would be moved from Dubuque, Iowa to Waterloo, Iowa.

5. On August 10, 2009, the Debtor filed a Stipulation regarding the Amended Motion with Sarachek (Docket Item 98). Pursuant to the Stipulation between Sarachek and the Debtor, the parties agrees to the following understandings and conditions:

a. The only deductions or payments from the Gross Auction Proceeds shall be the usual and customary costs of the auction sale, as disclosed and estimated in the Amended Motion, the commission fee that the Auctioneer is entitled to pursuant to the Order approving the Auctioneer's Employment, and satisfaction of the validly perfected and binding liens of secured creditors (hereinafter referred to as the "Net Auction Proceeds").

b. The Net Auction Proceeds shall be deposited and accounted for in a new Debtor in Possession bank account which shall be separate from the Debtor in Possession's existing bank accounts, and there shall be no disbursements or distributions of the Net Auction Proceeds from said account except for those disbursements and distributions authorized by separate Order of the Bankruptcy Court or pursuant to a confirmed Plan of Reorganization.

6. On August 12, 2009, DCFS filed an Objection to Amended Motion (Docket Item 103).

7. The Debtor and DCFS have negotiated in good faith regarding settlement of the Debtor's Amended Motion and DCFS' rights and remedies thereunder. Pursuant to said good

faith negotiations, the Debtor and DCFS have agreed to the following understandings and conditions which shall be binding upon the Debtor, Taylor & Martin, Inc. and DCFS with respect to the sale of DCFS's collateral:

a. DCFS will be entitled to receive 100% of the gross auction proceeds from the sale of the collateral in which it has a security interest, said proceeds to be paid to DCFS as follows:

1. Upon completion of the sale of DCFS's collateral, and prior to the expiration of any deadline for the initiation of a wire transfer of funds on September 15, 2009, Taylor & Martin shall pay to DCFS, by electronic wire transfer, the sum of \$900,000.00, said amount guaranteed to be paid by Taylor & Martin, Inc.; said payment to be paid first from the gross proceeds realized from the sale of DCFS's collateral, to the extent of such proceeds, and second, from the personal funds of Taylor & Martin, Inc., to the extent insufficient gross sale proceeds are realized from the sale of DCFS's collateral;

b. Contingent upon DCFS confirming receipt of wired funds in the amount of \$900,000.00 as referenced above, DCFS, by and through its authorized representatives, shall deliver to Taylor & Martin, Inc. the original certificates of title for the collateral in which DCFS held a security interest, said titles to be free and clear of any and all liens currently held by DCFS;

c. After the payment to DCFS on its secured claim as provided for in paragraph 7.a above, and as previously provided for in the Court's prior Order Authorizing Sale entered August 17, 2009 (Docket No. 111), the auctioneer, Taylor & Martin, Inc. shall be entitled to retain and pay from the remaining gross auction proceeds, its commissions based upon the aggregate gross sale price of all equipment, together with the transportation expense, equipment preparation expense, all buyer premiums and sales taxes and any other allowed expenses pursuant to the terms of the Auction Agreement as previously approved, pursuant to this Court's Order on Debtor's Application to Employ Auctioneer entered August 13, 2009 as Docket No. 106.

d. To the extent that the sale of DCFS's collateral results in the realization of gross sale proceeds in excess of the guaranteed payment referred to in paragraph 7.a above, DCFS shall retain its security interest and lien in such excess collateral proceeds, which shall be paid by Taylor & Martin, Inc. to DCFS by wire transfer, no later than the 10th banking day following the auction.

e. In consideration of the guaranteed payment referred to in paragraph 7.a above, DCFS will waive its rights, pursuant to Bankruptcy Code §363(k), to "Credit Bid" at the auction. Pursuant to the Auction Agreement previously

approved by this Court, no Credit Bids shall be allowed to be submitted by any creditor, including DCFS. In addition, neither the Debtor nor any agent or creditor of the Debtor may submit any cash bid nor act as any actual or fictitious bidder at the sale.

8. The Court finds that the amended terms and conditions of sale as set forth above, do not adversely affect, change or alter the rights of other creditors or parties-in-interest of the estate, beyond the terms and conditions of this Court's prior Order approving Debtor's Amended Motion for Authority to Sell Property entered August 17, 2009 as Docket No. 111. The terms and conditions of this Amended Order only affect the rights and interests of the parties who have consented hereto and as such, no further notice of the entry of this Amended Order shall be required.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that this Court's Order of August 17, 2009 (Docket No. 111) authorizing and sustaining the Debtor's Amended Motion for Authority to Sell Property of the bankruptcy estate at auction, free and clear of liens and interests, it is hereby ratified and confirmed in all respects except as specifically herein modified by the stipulation of the consenting parties hereto, the terms and conditions of which, as set forth herein, are hereby approved and shall govern the rights of the parties herein.

DATED AND ENTERED September 10, 2009



Honorable Paul J. Kilburg
Judge, U.S. Bankruptcy Court

STIPULATED AS TO FORM AND CONTENT:

/s/ Jeffrey D. Goetz

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