

8-15-00

08-14-2000



101431212

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Change of Name
- Other  Court Order releasing prior liens

Effective Date  
Month Day Year  
\_\_\_\_\_

#### Conveying Party

Mark if additional names of conveying parties attached

Name The Honorable Linda Riegler

Execution Date  
Month Day Year  
07252000

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other U.S. Bankruptcy Judge, U.S. Bankruptcy Court, District of NV
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

#### Receiving Party

Mark if additional names of receiving parties attached

Name KRB Seed Company, LLC

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2325 South Stratford Road

Address (line 2) \_\_\_\_\_

Address (line 3) Winston-Salem

NC

27103

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization North Carolina

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

08/15/2000 JSHABAZZ 00000071 0855740

01 FD:481 40.00 OP  
02 FC:482 225.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number **336-761-1250**

Name

Mary Margaret Ogburn

Address (line 1)

Blanco Tackabery Combs & Matamoros, P.A.

Address (line 2)

P. O. Drawer 25008

Address (line 3)

Winston-Salem, NC 27114-5008

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

# **16**

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**


0855740	1343084	2228191
2222758	1360912	1353163
1385369	1367976	1360911

**Number of Properties**

Enter the total number of properties involved.

# **22**

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ **565.00**

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Mary Margaret Ogburn

Name of Person Signing

*Mary Margaret Ogburn*  
Signature

8/14/00

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1354546	1036937	1391788
1425883	2275586	0853893
0665221	1022815	2281943
2202038	1781645	1751464
1792260	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

ORIGINAL

RECEIVED  
FILED

JUL 25 PM 4:31

UNITED STATES  
BANKRUPTCY COURT  
CLERK

RECEIVED JUL 25 2000

JUL 21 2000

1 WILLIAM P. WEINTRAUB, ESQ. (SBN 108125)  
2 DAVID M. BERTENTHAL, ESQ. (SBN 167624)  
3 MALHAR S. PAGAY, ESQ. (SBN 189289)  
4 PACHULSKI, STANG, ZIEHL, YOUNG & JONES, P.C.  
5 650 California Street, 15th Floor  
6 San Francisco, California 94108  
7 Telephone: (415) 263-7000  
8 Facsimile: (415) 263-7010  
9 e-mail: wwaintraub@pszyj.com

6 SHEA & CARLYON, LTD.  
7 JAMES PATRICK SHEA, ESQ. (SBN 0405)  
8 CANDACE C. CARLYON, ESQ. (SBN 02666)  
9 233 S. Fourth Street, Suite 200  
10 Las Vegas, Nevada 89101  
11 Telephone: (702) 471-7432  
12 Facsimile: (702) 471-7435

13 Attorneys for Debtors and Debtors in Possession

14 UNITED STATES BANKRUPTCY COURT

15 DISTRICT OF NEVADA

16 In re ) Bankruptcy Case No. BK-S-00-10533-LBR  
17 ) Chapter 11  
18 AGRIBIOTECH, INC., ) Jointly Administered With:  
19 a Nevada corporation, )  
20 Debtor. ) No. BK-S-00-10534-LBR (AgriBioTech Canada, Inc.)  
21 ) No. BK-S-00-10535-LBR (Las Vegas Fertilizer Co., Inc.)  
22 ) No. BK-S-00-10536-LBR (Garden West Distributors, Inc.)  
23 ) No. BK-S-00-10537-LBR (Geo. W. Hill & Co., Inc.)  
24 Federal Tax I.D. #85-0325742 )

25  Affects All Debtors )

26  Affects AGRIBIOTECH )  
27 CANADA, INC., a Canadian corporation )

28 **ORDER GRANTING MOTION FOR ORDER  
APPROVING (1) SALES OF ASSETS FREE AND  
CLEAR OF LIENS, CLAIMS, AND INTERESTS OF  
OTHERS, (2) AND ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES TO BUDD-  
SIMPLLOT**

29  Affects LAS VEGAS FERTILIZER CO., )  
30 INC., a Nevada corporation )

**Sale Hearing:**

Date: July 10, 2000  
Time: 9:30 a.m.  
Place: Courtroom 2  
300 Las Vegas Blvd. South  
Las Vegas, Nevada 89101

31  Affects GARDEN WEST )  
32 DISTRIBUTORS, INC., an Arizona corporation. )

33  Affects GEO. W. HILL & CO., INC., a )  
34 Kentucky corporation. )

SCANNED

1924

1  
2  
3 On July 10, 2000 (the "Sale Hearing"), the Court conducted a hearing regarding the  
4 Motion for Order Approving (1) Sales of Assets Free and Clear of Liens, Claims, and Interests  
5 of Others, and (2) Assumption and Assignment of Certain Executory Contracts and Unexpired  
6 Leases (the "Sale Motion"),<sup>1</sup> filed by AgriBioTech, Inc., a Nevada corporation, AgriBioTech  
7 Canada, Inc., a Canadian corporation, Las Vegas Fertilizer Co., Inc., a Nevada corporation,  
8 Garden West Distributors, Inc., an Arizona corporation and Geo. W. Hill & Co., Inc., a  
9 Kentucky corporation, the debtors and debtors in possession in the above-captioned jointly  
10 administered bankruptcy cases (collectively, the "Debtors"). William P. Weintraub, David M.  
11 Bertenthal and Malhar S. Pagay of Pachulski, Stang, Ziehl, Young & Jones P.C., and James  
12 Patrick Shea of Shea & Carlyon, Ltd., appeared on behalf of the Debtors. Other appearances  
13 were as noted in the record.

14 Pursuant to the Sale Motion, the Debtors seek, among other things, authority to (i) sell a  
15 substantial portion of the Debtors' assets free and clear of liens, claims and interests of others.  
16 with such liens, claims, and interests to attach to the proceeds of sale with the same validity (or  
17 invalidity) and priority as existed prior to the sale, all as more particularly described in that  
18 certain Purchase Agreement, by and between the Debtors, on the one hand, and various  
19 prospective purchasers, including KRB Seed Company, LLC ("KRB"), Proseeds Marketing,  
20 Inc. ("Proseeds"), and J.R. Simplot Company ("Simplot") (collectively, the "Buyer"), on the  
21 other hand; and (ii) the assumption by the Debtors and assignment to the Buyer of certain  
22 executory contracts and unexpired leases (collectively, the "Contracts").

23 The Court, having received and considered the Sale Motion and annexed Memorandum  
24 of Points and Authorities, the Declaration of William A. Brandt, Jr. (the "Brandt Declaration"),  
25 and Purchase Agreement and exhibits and schedules thereto, the Notice of the Sale Hearing,

26  
27 <sup>1</sup> Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Sale  
28 Motion and Asset Purchase Agreement referenced therein.

1 the individual notices of Debtors' intent to assume and assign the Contracts (collectively, the  
2 "Individual Notices of Intent to Assume and Assign") and all other papers filed in support of  
3 the Sale Motion, the formal and informal objections to the Sale Motion (collectively, the  
4 "Objections"), the replies to the Objections filed by the Debtors, the arguments of counsel and  
5 all testimonial and documentary evidence presented at or prior to the Sale Hearing, all matters  
6 of which the Court may take judicial notice and the record in Debtors' jointly administered  
7 chapter 11 cases, hereby makes the following findings:

8 A. Notice of the Sale Motion, the Sale Hearing and of the Debtors' intent to  
9 assume and assign the Contracts was proper, adequate and sufficient under the circumstances  
10 and complied with all applicable statutes and rules as well as this Court's prior order approving  
11 the form and manner of notice. To the extent that notice of the Sale Motion or the Sale  
12 Hearing failed to comply with any applicable statute or rule, the requirements thereof are  
13 hereby modified such that the notice that was given complies therewith. The requirements of  
14 the Court's Order Approving Procedures For Sale of Assets Free and Clear of Liens, Claims  
15 and Interests of Others and Assumption and Assignment of Certain Executory Contracts,  
16 entered on June 15, 2000, have been satisfied.

17 B. Good cause exists for approving the transactions described in the Sale Motion in  
18 that (i) the Purchase Price to be paid by the Buyer represents fair and adequate consideration  
19 for the assets being sold by the Debtors, (ii) prompt sales are required given the distressed  
20 nature of Debtors' business operations, (iii) the sale provides the possibility for transferring  
21 certain of the Debtors' employees to the Buyer.

22 C. After extensive marketing efforts, the Buyer provided the highest and best offer  
23 for the Property.

24 D. Sale of the Property free and clear of all liens, interests, encumbrances and  
25 claims, other than those expressly assumed by the Buyer, to the extent described in the  
26 Purchase Agreement, is appropriate pursuant to section 363(f) of the Bankruptcy Code.

27 E. The assumption and assignment to the Buyer of the Contracts is in the best

1 interests of Debtors' bankruptcy estates in that the assumption and assignment complies with  
2 the requirements of section 365(f) of the Bankruptcy Code, the Buyer has demonstrated  
3 adequate assurance of Buyer's future performance under the Contracts pursuant to section  
4 365(b)(1)(C) of the Bankruptcy Code, and each of the non-Debtor parties has acknowledged or  
5 not objected to the Buyer's adequate assurance of future performance and has consented to or  
6 not objected to the Buyer's assumption and assignment of the Contracts and, in connection  
7 therewith, has either (i) waived any prior defaults of the Debtors under or in connection with  
8 the Contracts, (ii) entered into specific arrangements with Debtors and/or the Buyer, or (iii)  
9 acknowledged or not objected to the cure amount proposed by the Debtors as set forth in the  
10 Individual Notices of Intent to Assume and Assign. Except with respect to those cure amounts  
11 for which the values thereof have been stipulated among the Debtors and the other party to the  
12 relevant Contract or for which determination by the Court has been expressly reserved, the cure  
13 amounts set forth in the Sale Motion are appropriate and adequate and payment thereof shall  
14 constitute full satisfaction of the requirements of subsections 365(b)(1)(A) and 365(b)(1)(B) of  
15 the Bankruptcy Code.

16 F. The negotiations which resulted in the Purchase Agreement at all times were  
17 conducted in good faith and at arms length, with Debtors, on the one hand, and the Buyer, on  
18 the other hand, being separately represented therein. In addition, at all times relevant thereto,  
19 neither the Debtors, nor any officer, director, shareholder or employee was affiliated or in any  
20 way connected with the Buyer, except as disclosed in the Sale Motion. Accordingly, the Buyer  
21 is a good faith purchaser for value for all purposes, including, without limitation, within the  
22 meaning of "good faith" purchaser as used in section 363(m) of the Bankruptcy Code.

23 Based on the foregoing, **IT IS HEREBY ORDERED** that:

- 24 1. The Sale Motion is granted and approved in its entirety;
- 25 2. The Debtors are authorized to sell the Property to the Buyer on substantially the  
26 same terms and conditions set forth in the Purchase Agreement attached as Exhibit "A" to the  
27 Notice of Submission of Final Version of Purchase Agreement and Exhibits Thereto Re: Sale

1 of Assets to Budd-Simplot Pursuant to Motion for Order Approving (1) Sales of Assets Free  
2 and Clear of Liens, Claims, and Interests of Others, and (2) Assumption and Assignment of  
3 Certain Executory Contracts and Unexpired Leases, filed with the Court on July 3, 2000, as  
4 amended by that certain amendment dated June 15, 2000, and the sale of the Property is  
5 authorized and approved pursuant to section 363 of the Bankruptcy Code and Rule 6004 of the  
6 Federal Rules of Bankruptcy Procedure;

7 3. The Debtors are authorized to enter into and perform the Purchase Agreement  
8 and take any actions reasonably necessary or appropriate to (a) consummate the proposed sale  
9 to the Buyer in accordance with the terms and conditions set forth in the Purchase Agreement  
10 and any amendments thereto, without limitation, to convey to the Buyer the Property which is  
11 the subject of the Purchase Agreement; and (b) perform, implement and close fully the sale to  
12 the Buyer together with all additional instruments and documents that may be reasonably  
13 necessary or desirable to implement the sale. Pursuant to the Court's order entered February  
14 15, 2000, William A. Brandt, Jr., is the Debtors' "Responsible Individual." Mr. Brandt is  
15 hereby authorized and empowered to execute on behalf of the Debtors, or any one or more of  
16 them, all instruments and documents that may be reasonable necessary or desirable to  
17 implement the sales transactions contemplated herein. Mr. Brandt's execution of such  
18 instruments and documents on behalf of the Debtors or any one or more of them shall be  
19 effective against and binding upon the Debtors or any one or more of them, and shall be  
20 binding upon and govern the acts of all entities, including filing agents, filing officers,  
21 administrative agencies or units, governmental departments or units, secretaries of state,  
22 federal, state, and local officials and all other persons and entities who may be required to  
23 report or insure any title or state of title in or to the Property conveyed by the Buyer;

24 4. The sale of the Property is being consummated in accordance with the  
25 Bankruptcy Code, including, without limitation, section 363(m) of the Bankruptcy Code, and  
26 the Buyer is deemed a good faith purchaser entitled to the protections afforded such a  
27 purchaser pursuant to section 363(m) of the Bankruptcy Code;



1           5. Pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, effective upon  
2 the closing of the sale of the Property to the Buyer, the Property shall be transferred, sold and  
3 delivered to the Buyer free and clear of liens, encumbrances, obligations, liabilities, contractual  
4 commitments, and claims as defined in section 101(5) of the Bankruptcy Code, to the fullest  
5 extent allowed by law whether based in law or equity (collectively, "Liens and Claims"),  
6 including, without limitation, any security interest, mortgage, lien, charge against or interest in  
7 property, adverse claim, claim of possession, license or restriction of any kind, including, but  
8 not limited to, any restriction on the use, receipt of income or other exercise of any attributes of  
9 ownership or any option to purchase, option, charge or retention agreement which is intended  
10 as security or other matters of any person or entity that encumber or relate to, or purport to  
11 encumber or relate to, the Property, except as specifically provided in the Purchase Agreement  
12 or this Order. All such Liens and Claims shall attach to the proceeds of the Sale in the same  
13 order of priority and shall have the same validity (or invalidity) as existed prior to the Sale.

14           6. This Order is and shall be effective as a determination that, upon transfer of the  
15 Property to the Buyer, all Liens and Claims existing as to the Property conveyed to the Buyer  
16 have been and hereby are terminated and declared to be unconditionally released, discharged  
17 and terminated, and shall be binding upon and govern the acts of all entities, including all filing  
18 agents, filing officers, administrative agencies or units, governmental departments or units,  
19 secretaries of state, federal, state and local officials and all other persons and entities who may  
20 be required to report or insure any title or state of title in or to the Property conveyed to the  
21 Buyer. All Liens of record as of the date of this Order, except as otherwise provided in this  
22 Order, shall be forthwith removed and stricken as against the Property. All entities described  
23 in this paragraph are authorized and specifically directed to strike all such recorded liens  
24 against the Property from their records, official or otherwise.

25           7. The Debtors are hereby authorized, pursuant to section 365 of the Bankruptcy  
26 Code, to assume and assign to the Buyer, effective as of the Closing Date, those Contracts  
27 identified by the Debtors and the Buyer in a closing statement and in accordance with the terms

1 and conditions set forth in the Purchase Agreement. The omission from the Sale Motion and  
2 any exhibits or schedules thereto of any Contract between the Debtors and a grower shall not  
3 preclude the assumption by the Debtors and assignment to the Buyer thereof. The Debtors  
4 shall not be required to pay any cure amounts on account of grower Contracts. For each  
5 Contract to be assumed and assigned by the Debtors to the Buyer, effective upon the Closing,  
6 except as otherwise provided in this Order, or by separate stipulation, the cure amounts  
7 ultimately determined by the Court to be due and owing shall be paid, subject to the Floor Price  
8 and other provisions set forth in the Purchase Agreement. Pursuant to section 363(k) of the  
9 Bankruptcy Code, upon such assignment, the Debtors and their estates are relieved from any  
10 liability for any breach of such Contract occurring after such assignment.

11 8. The Contracts to be assumed and assigned herein shall include licenses of all  
12 seed varieties (collectively, the "Seed Licenses") between the Debtors and Pure Seed Testing,  
13 Inc. ("Pure Seed"), or Rutgers University ("Rutgers"), including any varieties inadvertently  
14 omitted from the Sale Motion and any exhibits or schedules thereto. To the extent the cure  
15 amounts payable on account of Seed Licenses exceeds the Prepetition Cure Amount Cap, such  
16 cure amounts shall be payable by the Buyer. If Buyer refuses to pay some or all such cure  
17 amounts on account of Seed Licenses in excess of the Prepetition Cure Amount Cap, the  
18 relevant Seed Licenses shall be rejected. Promptly upon closing, the Buyer shall notify Pure  
19 Seed and Rutgers which of KRB, Proseeds or Simplot has assumed Debtors' obligations under  
20 Pure Seed's or Rutgers' Seed Licenses, as the case may be. The provisions of this paragraph  
21 shall not affect the agreement of the parties as set forth in the Stipulation Re: Partial  
22 Withdrawal of Objection of Rutgers University to Motion for Order Approving (1) Sales of  
23 Assets Free and Clear of Liens, Claims, and Interests of Others, and (2) Assumption and  
24 Assignment of Certain Executory Contracts and Unexpired Leases, or the Stipulation Re:  
25 Withdrawal of Objection of Pure Seed Testing to Motion for Order Approving (1) Sales of  
26 Assets Free and Clear of Liens, Claims, and Interests of Others, and (2) Assumption and  
27 Assignment of Certain Executory Contracts and Unexpired Leases.

1           9.       The Buyer shall not assign, transfer or sublicense any Seed License, or interest  
2 therein without the applicable licensor's prior written consent, which shall not be unreasonably  
3 withheld.

4           10.      On or prior to the assignment of any Seed License to Proseeds, Richard Olsen  
5 shall execute a personal guaranty, in form reasonably satisfactory to the applicable licensor,  
6 guaranteeing full and timely payment of royalties and performance of all other obligations of  
7 Proseeds under such Seed Licenses.

8           11.      On or before September 1, 2000, KRB, Proseeds and Simplot shall submit a  
9 business plan to the affected licensor containing at least the following information for each  
10 Seed License:

- 11           a.       Production acreage for 2000 crop year;
- 12           b.       Planned production acreage for 2001 crop year;
- 13           c.       Marketing plan;
- 14           d.       Any other information required pursuant to the applicable Seed License.

15           12.      KRB, Proseeds and Simplot shall use their best good faith efforts, consistent  
16 with market conditions, to produce and market the seed of each variety licensed pursuant to a  
17 Seed License.

18           13.      The failure to identify in the Sale Motion, and any exhibits or schedules thereto,  
19 any lien asserted by a grower shall not preclude such grower from receiving the benefits set  
20 forth under the Final Order Authorizing Debtor to Obtain Secured Credit and Granting Senior  
21 Liens and Related Relief, entered on March 22, 2000.

22           14.      The Court retains jurisdiction to:

- 23           a.       Interpret, implement and enforce the terms and provisions of this Order  
24 and the terms of the Purchase Agreement, all amendments thereto and any waivers and  
25 consents thereunder and each of the agreements executed in connection therewith;
- 26           b.       Resolve any disputes arising under or related to the sale of the Property  
27 to the Buyer;

28           01199-002\DOCS\_LA:20988.3

1 c. Adjudicate all issues concerning alleged liens and any other alleged  
2 interest in and to the Property or the proceeds of the sale;

3 15. The failure to specifically include any particular provision of the Purchase  
4 Agreement in this Order shall not diminish or impair the efficacy of such provision; it being the  
5 intent of the Court that the Purchase Agreement, and each and every provision, term and  
6 condition there be, and therefore is, authorized and approved in its entirety;

7 16. This Order shall be effective immediately upon entry pursuant to Rules 7062  
8 and 9014 of the Federal Rules of Bankruptcy Procedure and shall not be subject to the stay  
9 provisions contained in Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy  
10 Procedure;

1 17. Pursuant to Rule 58 of the Federal Rules of Civil Procedure, as made applicable  
2 herein by Rule 9021 of the Federal Rules of Bankruptcy Procedure, this Order shall constitute  
3 an order approving the notice of the Sale Motion and Sale Hearing, and the Sale Motion.

4 DATED: JUL 1 2000

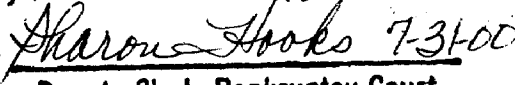
  
HON. LINDA RIEGLE  
UNITED STATES BANKRUPTCY JUDGE


7 Submitted by:  
8 PACHULSKI, STANG, ZIEHL, YOUNG & JONES P.C.

9 AND

10 SHEA & CARLYON LTD.

I certify that this is a true copy:

11 Attest:  7-31-00  
Deputy Clerk, Bankruptcy Court

12 By   
13 Malhar S. Pagay  
14 California Bar No. 189289  
15 Pachulski, Stang, Ziehl, Young & Jones P.C.  
16 650 California Street, 15<sup>th</sup> Floor  
17 San Francisco, California 94108

18 Candace Carlyon  
19 Nevada Bar No. 02666  
20 Shea & Carlyon, Ltd.  
21 233 S. Fourth Street, Suite 200  
22 Las Vegas, Nevada 89101

23 Attorneys for Debtors and Debtors in Possession

24 **APPROVED AS TO FORM AND CONTENT:**

25 JENKENS & GILCHRIST

26 By \_\_\_\_\_  
27 Linda D. Sartin  
28 Attorneys for the Bank Group

[SIGNATURES CONTINUED ON NEXT PAGE]

01199-002\DOCS\_LA\20988.3

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

17. Pursuant to Rule 58 of the Federal Rules of Civil Procedure, as made applicable herein by Rule 9021 of the Federal Rules of Bankruptcy Procedure, this Order shall constitute an order approving the notice of the Sale Motion and Sale Hearing, and the Sale Motion.

DATED:

HON. LINDA RIEGLE  
UNITED STATES BANKRUPTCY JUDGE

Submitted by:  
PACHULSKI, STANG, ZIEHL, YOUNG & JONES P.C.

AND

SHEA & CARLYON LTD.

By \_\_\_\_\_  
Malhar S. Pagay  
California Bar No. 189289  
Pachulski, Stang, Ziehl, Young & Jones P.C.  
650 California Street, 15<sup>th</sup> Floor  
San Francisco, California 94108

Candace Carlyon  
Nevada Bar No 02666  
Shea & Carlyon, Ltd.  
233 S. Fourth Street, Suite 200  
Las Vegas, Nevada 89101

Attorneys for Debtors and Debtors in Possession

**APPROVED AS TO FORM AND CONTENT:**

JENKENS & GILCHRIST

By Linda D. Sartin  
Linda D. Sartin  
Attorneys for the Bank Group

[SIGNATURES CONTINUED ON NEXT PAGE]

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

By Deborah Williamson  
Deborah Williamson

Attorneys for the Committee  
BLANCO TACKABERRY COMBS & MATAMOROS P.A.

By Gene B. Tarr  
Gene B. Tarr

Attorneys for KRB  
J.R. SIMPLOT COMPANY

By Christine Nicholas  
Christine Nicholas

Attorneys for Simplot

By W. Wallace Ogdahl  
W. Wallace Ogdahl

Attorneys for Proseeds

[SIGNATURES CONTINUED ON NEXT PAGE]

COX & SMITH, INC.

By Deborah Williamson

Attorneys for the Committee

BLANCO TACKABERRY COMBS & MATAMOROS P.A.

By *Brian L. Hemdon*  
~~Gene B. Parr~~ *Brian L. Hemdon*  
~~Steven Garland~~

Attorneys for KRB

J.R. SIMPLOT COMPANY

By *Christine E. Nicholas*  
Christine Nicholas *Assistant General Counsel*

Attorneys for Simplot

By W. Wallace Ogdahl

Attorneys for Proseeds

[SIGNATURES CONTINUED ON NEXT PAGE]



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

COX & SMITH, INC.

By \_\_\_\_\_  
Deborah Williamson

Attorneys for the Committee

BLANCO TACKABERRY COMBS & MATAMOROS P.A.

By \_\_\_\_\_  
Gene B. Tarr  
Steven Garland

Attorneys for KRB

J.R. SIMPLOT COMPANY

By \_\_\_\_\_  
Christine Nicholas

Attorneys for Simplot

KOLESAR & LEATHAM, CHTD.

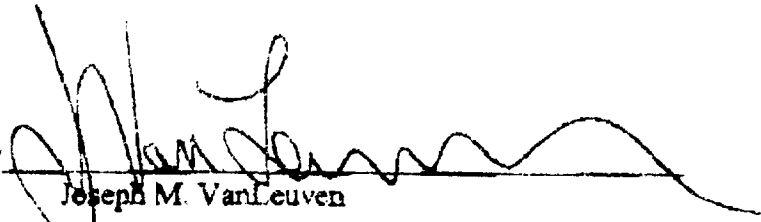
By Blaine F. Bates  
Blaine F. Bates

Attorneys for Proseeds

**[SIGNATURES CONTINUED ON NEXT PAGE]**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

DAVIS WRIGHT TREMAINE LLP

By 

Joseph M. VanLeuven

Attorneys for Pure Seed

LOWENSTEIN SANDLER PC

By \_\_\_\_\_

John K. Sherwood

Attorneys for Rutgers

1 DAVIS WRIGHT TREMAINE LLP

2  
3 By \_\_\_\_\_

4 Joseph M. VanLeuven

5 Attorneys for Pure Seed

6  
7 LOWENSTEIN SANDLER PC

8  
9  
10 By  \_\_\_\_\_

11 John K. Sherwood

12 Attorneys for Rutgers

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28 01199-002ADOC5\_LA.20988.2