



**ORDERED in the Southern District of Florida on June 27, 2011.**

A handwritten signature in black ink, appearing to read "Raymond B. Ray". The signature is written in a cursive style and is positioned above a horizontal line.

**Raymond B. Ray, Judge  
United States Bankruptcy Court**

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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION**

In re:

**CASE NO. 11-15410-BKC-RBR**

RIVER ISLAND FARMS, INC.,  
a California corporation,

**CHAPTER 11**

Debtor.  
\_\_\_\_\_ /

**AGREED ORDER AMENDING AND CLARIFYING THIS COURT'S  
AGREED ORDER GRANTING DEBTOR'S MOTION TO SELL REAL PROPERTY  
PURSUANT TO BANKRUPTCY CODE § 363 FREE AND CLEAR OF LIENS  
AND FOR USE OF CASH COLLATERAL [ECF NO. 51]**

This matter came on before the court on the *ore tenus* joint motion by the Debtor and its Secured Creditor, Gibraltar Private Bank and Trust Company, f/k/a Gibraltar Bank, FSB ("Gibraltar") to amend and clarify this Court's June 14, 2011 Agreed Order Granting Debtor's Motion to Sell Real Property Pursuant to Bankruptcy Code § 363 Free and Clear of Liens and For Use of Cash Collateral [ECF No. 51] (the "Mercedes Sale Order"). The joint motion was heard at this Court's June 22, 2011, 1:30 PM hearing on Gibraltar's Motion to Modify the Automatic Stay. Based on the agreement of the parties announced on the record at the hearing, it is

ORDERED, as follows:

1. The Mercedes Sale Order is amended and clarified as provided in this Order and if there is a conflict between the terms of the Mercedes Sale Order and this Order, the terms of this Order shall govern the rights and obligations of the parties. The defined terms contained in this Order shall have the same meaning as the defined terms in the Mercedes Sale Order.

2. The closing agent for the sale of the Mercedes Property, Russell S. Jacobs, is authorized and directed to distribute the Net Sale Proceeds from the sale after payment of ordinary and necessary expenses of the closing, including broker's commissions of \$237,000.00, seller's attorney's fees of \$2,000.00, any transfer stamps and real estate taxes, as follows:

a. The following amounts to Gibraltar under its wiring instructions previously provided to closing agent:

|   |                |
|---|----------------|
| i. Principal Balance Owed Gibraltar           | \$2,443,000.00 |
| ii. Interest Owed Gibraltar through 6/7/11    | \$82,645.53    |
| iii. Interest Owed Gibraltar 6/8/11 to 7/1/11 | \$10,039.73    |

b. The balance of the Net Sale Proceeds, \$863,210.38, shall be paid to the Debtor-in-Possession bank account of the Debtor ("DIP Account").

3. After the closing agent pays the Debtor's share of Net Sale Proceeds into the DIP Account, as provided above, the Debtor shall promptly wire an \$164,388.42 adequate protection payment to Gibraltar which Gibraltar shall apply to pay accrued and unpaid interest at the contract rate of 6% through June 30, 2011 on the Debtor's 2328 Aqua Vista and 2001 SE St. Lucie loans, \$140,843.54 and \$23,544.88, respectively. Gibraltar does not waive its right to assert that it is entitled to receive the default rate of interest on these two loans and the Debtor and U.S. Trustee do not waive their right to object to Gibraltar being paid default interest on these loans.

4. The Debtor is authorized to use the Net Sale Proceeds remaining in the DIP Account after the payment to Gibraltar required in paragraph 3 to fund the budget items shown on cash collateral budget attached as Exhibit Two to the Mercedes Sale Order, including payment of monthly interest due on the 2328 Aqua Vista and 2001 SE St. Lucie loans after June 30, 2011. This relief is subject to reallocation should Gibraltar later be found not to have been entitled to the adequate protection payments.

5. The balance of the Net Sale Proceeds held in the DIP Account after making the payments described in paragraphs 3 and 4 above, shall be held by the Debtor pending further

order of the Court. Gibraltar does not waive its right to be paid from the Net Sale Proceeds Gibraltar's default interest on its loans, Del Lago deficiency principal and interest and any other obligations owed Gibraltar, including fees, costs and charges, as described in paragraphs 3 and 6 of the Mercedes Sale Order. The Debtor and the U.S. Trustee reserve the right to dispute Gibraltar's right to default interest, Del Lago deficiency principal and interest and any fees, costs and charges claimed by Gibraltar.

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Copy furnished to attorney Lehman who shall serve a copy upon:  
U.S. Trustee  
Attorney for Creditor's Committee or, if none, 20 largest unsecured creditors.