

SO ORDERED: September 13, 2017.



*James M. Carr*  
James M. Carr  
United States Bankruptcy Judge

THE UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

In re: ) Chapter 11  
 )  
BOWMAN DAIRY FARMS LLC, ) Case No. 17-06475-JMC-11  
 )  
Debtor. )

**ORDER GRANTING FINAL AUTHORITY TO USE CASH COLLATERAL**

This matter is before the Court on the *First Day Motion For Order Authorizing Use Of Cash Collateral And Requesting Preliminary And Final Hearing* filed by Bowman Dairy Farms LLC, the debtor and debtor-in-possession in the above-captioned chapter 11 case (the “Debtor”), on August 29, 2017 (Docket No. 5) (the “Motion”),<sup>1</sup> seeking entry of an order authorizing the Debtor to use cash collateral. On August 31, 2017, the Court entered the *Order Granting Interim Authority to Use Cash Collateral and Scheduling a Final Hearing* (Docket No. 21) approving the Debtor’s use of cash collateral through the date of the final hearing and scheduling a final hearing. A final hearing was held by the Court on September 11, 2017 (“Final Hearing”) pursuant to notice.

<sup>1</sup> Capitalized terms not otherwise defined herein have the meaning ascribed to such terms in the Motion.

The Court, having considered the Motion, the *Objection to First Day Motion For Order Authorizing Use of Cash Collateral And Requesting Preliminary And Final Hearing* filed by The St. Henry Bank on September 8, 2017 (“Objection”), and the statements and arguments of counsel at the Final Hearing, and being duly advised in the premises, ORDERS as follows:

1. The Motion is GRANTED, as set forth herein.
2. Notice of the Motion has been given in accordance with Rule 4001 of the Bankruptcy Rules, which notice is sufficient for all purposes under the Bankruptcy Code and the applicable Bankruptcy Rules in respect of the relief requested in the Motion.
3. Subject to a challenge and determination if so challenged, of the extent, validity, priority and enforceability of the liens asserted by Beacon Credit Union in the Debtor’s assets, Beacon Credit Union is granted replacement liens in the Debtor’s postpetition assets of the same type and character in which Beacon Credit Union held a lien prepetition to the extent of any diminution in the value of the cash collateral in existence at the filing of the petition held by Beacon Credit Union and caused by the Debtor’s postpetition use of such collateral. As additional adequate protection, Beacon Credit Union shall retain \$20,968.00 (“Retained Payment”) of the otherwise unauthorized postpetition payment of \$41,396.00 it received on August 28, 2017 (“Postpetition Payment”) and shall return the remainder of the Postpetition Payment to the Debtor within three days of the entry of this Order. The Retained Payment shall be applied to the Debtor’s loans with Beacon Credit Union. As further adequate protection, the primary beneficiary of the life insurance policies in the name of Trent Bowman, Benjamin Bowman, and Gayle Bowman whose premium payments are to be paid by the Debtor shall be changed to Beacon Credit Union until the debts owed to Beacon Credit Union by the Debtor are paid or resolved, but subject to the following that at the death of Gayle Bowman and the payment of the proceeds to Beacon Credit

Union of the life insurance policies on Gayle Bowman, Beacon Credit Union, shall release its liens on the property of Gayle Bowman if the proceeds exceed the value of the property or shall reduce its maximum lien on the Gayle Bowman property to the property value exceeding the proceeds whether such property is held in trust or otherwise and whether or not the debts owed to Beacon Credit Union are paid or resolved.

4. Subject to a challenge and determination if so challenged, of the extent, validity, priority and enforceability of the liens asserted by The St. Henry Bank in the Debtor's assets, The St. Henry Bank is granted replacement liens in the Debtor's postpetition assets to the extent of any diminution in the actual value of The St. Henry Bank's interest in accounts receivable in existence at the filing of the petition and caused by the Debtor's postpetition use of cash collateral; and except as Ordered herein, the Objection is overruled.

5. The Debtor is otherwise authorized to use its cash in the ordinary course of business, including the payment of professional fees as may be approved by the Court, and in substantial compliance with the Initial Budget attached to the Motion, considering the Retained Payment. The Debtor may amend or modify the Initial Budget from time to time, and any such amendments shall be filed with the Court. If no objection is filed to any such amendment within ten (10) days of filing, then such budget shall become the new approved budget, as amended, without further order of this Court.

6. This Order is without prejudice to the rights of the Debtor to seek modifications of this Order, including modifying the Initial Budget or otherwise, by further motion to this Court.

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