SO ORDERED.

SIGNED this 5th day of April, 2017.

Robert E. Nugent
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF KANSAS

IN RE: BOEGEL FARMS, LLC, Debtor	Case No. 17-10222-11
IN RE: THREE BO'S, INC., Debtor	Case No. 17-10221-11
IN RE: WARREN L. BOEGEL AND THE WARREN L. BOEGEL TRUST UTA 2-07-07 (REVOCABLE TRUST), WARREN L. BOEGEL, TRUSTEE Debtor	Case No. 17-10224-11

ORDER APPROVING THE USE OF CASH COLLATERAL

This matter comes before the Court on the Debtor's Motion for Entry of An Order (I) Authorizing the Use of Cash Collateral (II) Surcharging Secured Collateral for the Creation of Cash Resources for the Payment of Input Costs and (III) Scheduling a Final Hearing. Warren L. Boegel and The Warren L. Boegel Trust UTA 2/07/07 (Revocable Trust), Warren L. Boegel,

Trustee appears by and through counsel Edward J. Nazar of Hinkle Law Firm LLC. Also before the Court are the Motions for Order Authorizing Sale of Crops, Surcharge of Collateral, and Use of Cash Collateral filed by Boegel Farms, LLC and Three Bo's, Inc., who appear by and through their counsel David Eron of Eron Law, P.A. Warren L. Boegel, individually and as trustee, Boegel Farms, LLC, and Three Bo's, Inc. are collectively referred to herein as "Debtors." As all three Motions seek authority to use the same cash collateral pledged to the same lenders, this Order shall be applicable to all three Motions. Security State Bank appears telephonically by and through its counsel Bruce Woner of Woner Reeder & Girard, P.A. RABO AgriFinance LLC appears by and through its counsels William A. Wells of Young, Bogle, McCausland, Wells & Blanchard, P.A. and Michael Johnson of Ray Quinney & Nebeker, P.C., who appeared telephonically. Charles E. Snyder appears telephonically for the United States Trustee. There are no other appearances.

WHEREUPON THE COURT, upon reviewing the file, pleadings and hearing statements of counsel, finds:

1. The Debtors are authorized to use the rental income secured to RABO AgriFinance LLC ("RABO") and received by the Debtors during the Specified Period (as defined below) ("the RABO Cash Collateral"), in a manner consistent with the Debtors' budget attached hereto as **Exhibit 1** ("the Budget") consistent with the remaining terms of this Order. The RABO Cash Collateral shall be deposited into the Debtors' debtor-in-possession accounts.

2. The Debtors are authorized to sell wheat and other grain inventory secured to Security State Bank. Debtors are further authorized to use the proceeds from these sales, the proceeds from any receivables pledged to Security State Bank, and the proceeds of checks made payable to the Debtors from Gavilon Grain, LLC under a forward contract (collectively "SSB Cash Collateral" and collectively with the RABO Cash Collateral, "the Cash Collateral"), together with any cash on hand or funds held on deposit, in a manner consistent with the Debtors' budget attached hereto as **Exhibit 1** consistent with the remaining terms of this Order. Security State Bank shall endorse any Cash Collateral checks on which it is jointly listed as a payee.

3. All SSB Cash Collateral shall be deposited into the Debtors' debtor-in-possession accounts.

4. Security State Bank shall be granted a replacement lien and post-petition lien on post-petition assets as more fully set forth in the respective Motion for use of Cash Collateral filed by the Debtors in all three cases. Additionally, and in addition to its continuing lien on post-petition rents pursuant to 11 U.S.C. § 552(b)(2) and the loan and security documents between the Debtors and RABO, RABO shall be granted a replacement lien and post-petition lien on the Debtors' 2017 crops that is pari passu to the lien being granted to Security State Bank on the 2017 crops, but only in proportion to and to the extent that the RABO Cash Collateral is used to grow or produce the 2017 crops.

THE COURT HEREBY FINDS AND DETERMINES THAT:

5. Below is a summary of the nature of the Debtors' request and proposed use of Cash Collateral, which request is approved on the further terms and conditions contained herein:

a. Parties with Interest in Cash Collateral. Security State Bank has an interest in the SSB Cash Collateral, as well as all other equipment, accounts, inventory and personal property of the Revocable Trust. RABO also asserts that it has or may have an interest in the SSB Cash Collateral (in addition to the RABO Cash Collateral) pursuant to its loan and security documents with the Debtors. At this time, the Court makes no findings concerning the nature, extent or validity of any lien on or other interest held by RABO or SSB in the Cash Collateral, and all arguments, claims and defenses regarding such matters are hereby reserved except that (i) Security State Bank holds a first priority lien against the SSB Cash Collateral, and (ii) RABO holds a first priority lien against the RABO Cash Collateral.

b. Use of Cash Collateral. The Debtors are authorized to use Cash Collateral to pay expenses of the operation of their farming operation in accordance with the Budget, up to amounts not to exceed 125% of each line item amount set forth in the Budget measured monthly, with a variance of up to two months for each monthly expense, as weather and market conditions fluctuate. The cumulative total amount set forth in the Budget shall not be subject to variance, except a) on account of moving an expense forward or backward by the two month variance, in which case the monthly expense cap shall be considered cumulatively among the affected months, b) by agreement of both RABO and Security State Bank, or c) as may be otherwise ordered by the Court.

c. Termination Date. Subject to the Debtors' right to request additional cash collateral authority for further periods on property notice, the Debtors are authorized to use Cash Collateral through July 31, 2017, at 11:59 p.m. (the "Specified Period"). The Specified Period may be extended by agreement of the Debtors, and RABO and/or Security State Bank (respectively as to the RABO Cash Collateral or the SSB Cash Collateral), or upon further order of this Court. It is anticipated that RABO and Security State Bank

are adequately protected during the Specified Period. Notwithstanding the alleged over collateralization of RABO and Security State Bank, Security State Bank shall be granted a post-petition replacement lien in the Debtors' crops to be planted post-petition to the extent of any Cash Collateral used by the Debtors. RABO shall also be granted the same post-petition replacement lien on the Debtors' 2017 crops, which shall be pari passu to the lien being granted to Security State Bank on the 2017 crops, but only in proportion to and to the extent that the RABO Cash Collateral is used to grow or produce the 2017 crops. The Debtors anticipate generating $1,126,307 of positive cash flow through the end of 2017, which funds are expected to be utilized for payments to the respective secured creditors. In addition, the Debtors anticipate the sale of real property that is secured to both RABO and Security State Bank.

d. Events of Default. The occurrence of any of the following events, unless waived in writing by RABO and Security State Bank shall constitute an event of default (the "Events of Default"):

1) the entry of an order by the Court granting relief from or modifying the automatic stay of Section 362 of the Bankruptcy Code (i) to allow any creditor to execute upon or enforce a lien on or security interest in any Collateral, or (ii) with respect to any lien of or the granting of any lien on any Collateral to any state or local environmental or regulatory agency or authority, which in either case would have a material adverse effect on the farming operation, operations, property, assets, or condition, financial or otherwise, of the Debtors;

2) dismissal of the case or conversion of the case to Chapter 7 case, or appointment of a Chapter 11 trustee or examiner with enlarged powers or other responsible person;

3) upon written notice from RABO or Security State Bank, any material misrepresentation of a material fact made after the commencement date by the Debtors to RABO or Security State Bank about the financial condition of the Debtors, the nature, extent, location or quality of any

Collateral, or the disposition or use of any Collateral, including Cash Collateral;

4) the sale after the commencement date of any portion of any of the Debtors' assets outside the ordinary course of dealing and are not approved by the Court under 11 U.S.C. §363;

5) the failure by the Debtors to perform, after notice from RABO or Security State Bank, in any respect, any of the material terms, provisions, conditions, covenants, or obligations under this Order or under the requirements of the underlying loan documents between the Debtors and either RABO or Security State Bank, to the extent such requirements materially affect the Collateral and are not otherwise inconsistent with the terms of this Order or bankruptcy law.

e. Rights and Remedies Upon an Event of Default. If the Debtors, or any of them, default in their financial, reporting or other obligations under the terms of this Order, then the United States Trustee, Security State Bank, RABO or any other person or entity having an interest in the Cash Collateral may, but shall not be required to, deliver a written Notice of Default to the Debtors by e-mail delivery of such Notice of Default to each of the Debtors' counsels of record, with copies of the Notice of Default also being emailed to counsel for the United States Trustee, counsel for Security State Bank and counsel for RABO (if Security State Bank or RABO is not the party that delivers such Notice of Default). The Debtors and the party asserting the default shall attempt in good faith to informally resolve or rectify the default. If the Debtors and the objecting party are unable to informally resolve the default within five (5) business days of the delivery of the Notice of Default ("**Resolution Period**") then the Debtors' authority to use Cash Collateral as authorized by this Order shall cease two (2) business days after the expiration of the Resolution Period, unless, prior to that date, the Debtors either (a) cure the Notice of Default to the satisfaction of the party sending the Notice of Default, or (b) file a motion with the Court requesting that their authority to use Cash Collateral continue, and obtain and notice out a hearing on the motion for

a date that is no more than 21 days from the date of filing of the motion. If such a motion is filed with the Court and noticed out for hearing as required herein, then the Debtors' authority to use and spend Cash Collateral pursuant to the terms of this Order shall continue pending the Court's decision on the motion.

f. Adequate Protection.

1) As partial adequate protection, Security State Bank, RABO and any other party (if any) holding a valid, perfected security interest in or lien on the Cash Collateral (or any portion of it) that has not been avoided by a final order, is hereby granted a valid, automatically perfected replacement lien against any 2017 crops grown by the Debtors, and in any products, proceeds or insurance recoveries or governmental payments related thereto, including but not limited to all 2017 farm products, feed, fertilizer, supplies, inventory, accounts, proceeds from crop insurance, general intangibles, and all products and proceeds thereof, for the full amount of the Cash Collateral which is utilized pursuant to this Order. The replacement liens granted hereunder shall have the same validity, avoidability and priority as the security interests and liens existing against the Cash Collateral as of the date of this Order, except that the post-petition replacement lien on 2017 crops granted to RABO hereunder shall be pari passu to the lien being granted to Security State Bank on the same 2017 crops, but only in proportion to and to the extent that the RABO Cash Collateral is used to grow or produce the 2017 crops. The replacement liens granted hereunder shall be, and they hereby are, declared to be valid and perfected without the need for the execution, recording or filing of any further document or instrument or the taking of any further act otherwise required under non- bankruptcy law. Any statements or filings required to be filed to preserve or extend any lien held by Security State Bank, RABO, or any other party with an interest in the Cash Collateral may be filed or recorded at any time during the pendency of this

case without a stay relief order or otherwise seeking or obtaining the permission of the Court.

2) RABO and Security State Bank, for their benefit, shall receive, (i) an additional and replacement continuing valid, binding, enforceable, non-avoidable, and automatically perfected post-petition security interest in and lien (the "Post-Petition Adequate Protection Liens") on any and all presently owned and hereafter acquired personal property and all other assets of the Debtors and the estate, together with any proceeds thereof, including, without limitation, as set forth in the loan documents; (ii) to the extent provided by Sections 503(b) and 507(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in the case and any Successor Case (the "Senior Adequate Protection Superpriority Claim"); and (iii) payments from the proceeds from the liquidation of secured assets to Security State Bank and/or RABO at the closing of the sale of any such transaction, with such payments to be made to Security State Bank and/or RABO according to their relative priorities in the assets as of the Petition Date.

g. Priority of Post-Petition Adequate Protection Lien and Adequate Protection Superpriority Claim. The Post-Petition Replacement Adequate Protection Lien granted to RABO and Security State Bank hereunder shall have the same priority as the priority RABO and Security State Bank enjoyed in the Debtors' assets as of the Petition Date, and nothing set forth herein is intended to grant RABO and Security State Bank or any other creditor a priming lien on or security interest in the Debtors' assets and property, except that that the post-petition replacement lien on 2017 crops granted to RABO hereunder shall be pari passu to the lien being granted to Security State Bank on the same 2017 crops, but only in proportion to and to the extent that the RABO Cash Collateral is used to grow or produce the 2017 crops. Further, except for the Carve Out, the Adequate Protection Superpriority Claims of RABO and Security State Bank shall have priority over all administrative expenses and unsecured claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the

kinds specified in or ordered pursuant to Sections 105, 326, 328, 330, 331, 365, 503(a), 503(b), 507(a), 507(b), 546(c), 546(d), 726 (to the extent permitted by law), 1113 and 1114 of the Bankruptcy Code and, upon entry of the Final Order, the Senior Adequate Protection Superpriority Claim shall have priority over all claims pursuant to Section 506(c) of the Bankruptcy Code.

h. Carve Out. "Carve Out" means the following amounts:

1) statutory fees payable to the U.S. Trustee;

2) pursuant to Section 726(b) of the Bankruptcy Code, claims allowed by a final order of the Bankruptcy Court under Section 503(b) of the Bankruptcy Code that are incurred after the conversion of the Chapter 11 case to a case under Chapter 7 of the Bankruptcy code in an amount not to exceed $5,000;

3) the allowed and paid professional fees and disbursements incurred by the Debtors in an amount not to exceed $100,000; and

4) up to $10,000 of other professional fees and disbursements incurred prior to the entry of the Final Order and, subsequent to the entry of a Final Order, such amounts as are provided in the Budget, by an Statutory Committee for any professionals retained by final order of the Court or for any certified public accountants retained by the Debtors and appointed by the Court.

i. Lien on Avoidance Actions. From and after the date of entry of the Final Order, "Collateral" shall also include all proceeds of actions under Chapter 5 of the Bankruptcy Code. The Adequate Protection Liens secure the payment of the pre-petition obligations in an amount equal to any diminution in value of the RABO and Security State Bank interest in the Collateral from and after the commencement date.

6. As more fully set forth in the loan documents, prior to the commencement date the Debtors granted security interests in and liens on, among other things, substantially all of

the Debtors' existing and after acquired personal property, whether owned by, consigned to or leased from or to the Debtors, to the full extent of the Debtors' interest therein and regardless of where located, including the proceeds and products of, accessions to, substitutions and replacements for, and rents and profits of all such personal property and assets.

7. The Debtors do not have available sources of working capital and financing to carry on the operation of their farming operation without the use of Cash Collateral. In order to operate in Chapter 11 and maximize the value of their estates, the Debtors must have access to cash generated from the sale of their personal property and/or from the leasing of their real property assets. Overall, the Debtors require the use of Cash Collateral to continue to operate. The use of Cash Collateral is therefore critical to preserve and maintain the going concern value of the Debtors.

8. The use of Cash Collateral is required for the maintenance and preservation of the Debtors' property, the operation of their farming operations, the payment of expenses attendant thereto, and the costs and expenses of administering this case. The Debtors are hereby authorized to use Cash Collateral for working capital and capital expenditures, other general operating purposes, and to pay the costs and expenses of administering this case, all in compliance with the Budget. All payments described in the Budget are necessary to maintain and continue the Debtors' operations and preserve their going concern value for the benefit of their creditors. Without cash to make the payments

outlined in the Budget as permitted in this Order, immediate and irreparable harm could occur to the Debtors' operations and the interest of the Debtors, their estate and creditors.

9. In order to protect RABO and Security State Bank from any diminution in value of their interest in the Cash Collateral, the Debtors shall provide as adequate protection to RABO and Security State Bank (hereinafter, the "Adequate Protection") (a) the Post-Petition Adequate Protection Liens that are identified in paragraph 5(f) of this Order; (b) the Senior Adequate Protection Superpriority Claim that is also identified in paragraph 5(f) of this Order, subject only to the Carve Out; and (c) post-petition non-default interest under 11 U.S.C. §506(b) to RABO and Security State Bank on all Cash Collateral.

10. As further adequate protection, upon the request of RABO or Security State Bank, the Debtors shall provide proof of adequate insurance coverage for the Collateral and the Debtors' operations in compliance with the terms of the underlying loan documents. Debtors shall cooperate with RABO and Security State Bank in such inspections and appraisals of the Collateral as may be necessary and appropriate. RABO and Security State Bank shall provide the Debtors with at least five (5) business days' advanced notice of any such inspections or appraisals.

11. Debtors also shall allow a person designated by RABO and Security State Bank reasonable and regular access to their books and records for the purpose of reviewing and copying the same and reasonable and regular access to the Debtors' managers, principals, officers, employees, management and accountants for the purpose of answering questions concerning the Debtors' operations, financial standing and/or records.

12. Nothing set forth in the this Order shall be construed or interpreted as a waiver or modification of any rights or arguments of the Debtors, RABO, Security State Bank, or any other creditors or parties-in-interest concerning any matters or issues regarding the allowance or treatment of any claims or interests in the Debtors' bankruptcy cases or the treatment and payment of any such claims or interests in the Debtors' bankruptcy cases, whether under a proposed Chapter 11 plan or otherwise, including the allowed amounts of such claims or interests or the appropriate pre- or post-confirmation interest rates allowed thereon.

13. Nothing set forth in this Order shall be construed or interpreted as a waiver or modification of any rights that RABO, Security State Bank, or any other creditors have or may assert against any non-debtor co-borrowers or guarantors.

14. Nothing in this Order shall prevent or prejudice RABO, Security State Bank, or any other party in interest from requesting the Court, on an emergency basis, to terminate the Debtors' use of Cash Collateral, or from seeking any other relief including, without limitation, stay relief or dismissal or conversion of this case or appointment of an Examiner or Chapter 11 Trustee.

# # #

APPROVED BY:

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EXHIBIT 1

Boegel Farms, LLC; Three Bo's, Inc.; Warren Boegel
Statement of Cash Flow Projection 2017

	1/31/17	2/28/17	3/31/17	4/30/17	5/31/17	6/30/17	7/31/17	8/31/17	9/30/17	10/31/17	11/30/17	12/31/17	Total
Sales													
Crop Sales	-	-	290,000.00	-	979,733.34	-	427,200.00	-	-	-	514,433.33	-	2,211,366.67
Total Sales	**-**	**-**	**290,000.00**	**-**	**979,733.34**	**-**	**427,200.00**	**-**	**-**	**-**	**514,433.33**	**-**	**2,211,366.67**
Cost of Goods Sold													
Freight Expense	-	-	-	-	-	-	15,000.00	-	-	-	22,000.00	-	37,000.00
Total Cost of Goods Sold	**-**	**-**	**-**	**-**	**-**	**-**	**15,000.00**	**-**	**-**	**-**	**22,000.00**	**-**	**37,000.00**
Gross Profit	**-**	**-**	**290,000.00**	**-**	**979,733.34**	**-**	**412,200.00**	**-**	**-**	**-**	**492,433.33**	**-**	**2,174,366.67**
Operating Expenses													
Salaries & Wages	13,000.00	13,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	86,000.00
Officer's Salaries	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	2,916.67	35,000.04
Payroll Taxes	1,300.00	1,300.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	600.00	8,600.00
Accounting/Attorney	-	-	-	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	90,000.00
Chemicals	-		30,000.00	5,000.00	65,000.00	70,000.00	60,000.00	-	-	70,000.00	-	-	300,000.00
Crop Share	-		-	-	-	-	-	-	-	-	-	-	-
Equipment Rental	-	-	-	-	1,000.00	-	250.00	-	-	-	-	-	1,250.00
Fertilizer	-	-	-	127,500.00		125,000.00	-	-	-	-	-	-	252,500.00
Fuel, Gas & Oil	-	-	10,000.00	15,000.00		18,000.00	14,000.00	14,000.00	14,000.00	14,000.00	500.00	500.00	100,000.00
Insurance Expense	-	24,506.03	48,917.63	-	67,394.76	-	33,366.00	-	36,595.96	-	-	-	210,780.38
Health Insurance	1,289.07	975.11	975.11	2,622.97	2,253.96	2,253.96	2,253.96	2,253.96	2,253.96	2,253.96	2,253.96	2,253.96	23,893.94
Irrigation Power	150.00	150.00	150.00	1,250.00	600.00	1,500.00	6,000.00	4,000.00	11,600.00	2,000.00	2,000.00	750.00	30,150.00
Other Labor	-	-	-	-	-	-	5,000.00	-	22,500.00	5,000.00	-	-	32,500.00
Postage Expense	-	-	-	50.00	-	50.00	-	50.00	-	50.00	-	-	200.00
Rent Paid	-	-	-	-	300.00	-	-	-	-	-	-	-	300.00
Repairs & Maintenance	2,500.00	2,500.00	70,000.00	38,000.00	1,500.00	2,500.00	6,500.00	1,000.00	3,000.00	4,500.00	3,500.00	2,500.00	138,000.00
Seed Expense	-	-	-	-	20,701.00	-	-	500.00	22,500.00	-	-	-	43,701.00
Supplies	22,500.00	15,000.00	6,500.00	27,500.00	22,000.00	16,000.00	7,500.00	10,000.00	15,000.00	12,500.00	8,000.00	5,000.00	167,500.00
Telephone	750.00	1,500.00	500.00	1,000.00	1,000.00	500.00	250.00	1,000.00	1,000.00	1,000.00	2,000.00	500.00	11,000.00
Utilities	10,000.00	3,750.00	750.00	6,500.00	3,500.00	3,500.00	5,000.00	7,000.00	5,000.00	4,000.00	4,750.00	4,000.00	57,750.00
Taxes & Licenses	-	2,079.00	870.96	1,713.46	73,010.65	-	-	-	-	-	-	-	77,674.07
Total Operating Expenses	**54,405.74**	**67,676.81**	**178,180.37**	**245,653.10**	**277,777.04**	**258,820.63**	**159,636.63**	**59,320.63**	**152,966.59**	**134,820.63**	**42,520.63**	**35,020.63**	**1,666,799.43**
Operating Income (Loss)	**(54,405.74)**	**(67,676.81)**	**111,819.63**	**(245,653.10)**	**701,956.30**	**(258,820.63)**	**252,563.37**	**(59,320.63)**	**(152,966.59)**	**(134,820.63)**	**449,912.70**	**(35,020.63)**	**507,567.24**
Other Income (Expenses)													
Rents Received	-	-	312,320.00	-	19,000.00	-	-	62,500.00	-	235,520.00	-	7,900.00	637,240.00
Income Taxes	-	-	(18,500.00)										(18,500.00)
Total Other Income (Expense)	**-**	**-**	**293,820.00**	**-**	**19,000.00**	**-**	**-**	**62,500.00**	**-**	**235,520.00**	**-**	**7,900.00**	618,740.00
Net Income (Loss)	**(54,405.74)**	**(67,676.81)**	**405,639.63**	**(245,653.10)**	**720,956.30**	**(258,820.63)**	**252,563.37**	**3,179.37**	**(152,966.59)**	**100,699.37**	**449,912.70**	**(27,120.63)**	**1,126,307.24**

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