
SO ORDERED,



A handwritten signature in black ink that reads "Selene D. Maddox".

Judge Selene D. Maddox

United States Bankruptcy Judge

The Order of the Court is set forth below. The case docket reflects the date entered.

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI

IN RE: EXPRESS GRAIN TERMINALS, LLC¹

CASE NO. 21-11832-SDM

DEBTOR

CHAPTER 11

FINAL ORDER (I) AUTHORIZING USE OF CASH COLLATERAL, (II) AUTHORIZING CONTINUED USE OF EXISTING BANK ACCOUNTS AND CASH MANAGEMENT SYSTEM, (III) GRANTING ADEQUATE PROTECTION, AND (IV) FOR OTHER RELIEF

This matter, once again, came before the Court for hearing on January 26, 2022 on the *Motion for Use of Cash Collateral, to Authorize Continued Use of Existing Bank Accounts and Cash Management System and Granting Adequate Protection* (the “Cash Collateral Motion”) (Dkt. #16) filed by Express Grain Terminals, LLC (“Express Grain”, the “Debtor”, or collectively with the administratively consolidated Debtors as the “Business Debtors”). In addition to Express Grain’s request for this Court to enter a Final Order authorizing the use of cash collateral, the Court also considered the *EGT Winddown Plan* (Dkt. #1759) (Debtor’s Exhibit 2). After review of the evidence presented (both testimony and documents) and arguments made by Express Grain and other Creditors and interested parties in their pleadings and at the hearing, the Court is now prepared to rule.

¹ The above styled case is being jointly administered with *In re Express Biodiesel, LLC*, Case No. 21-11834-SDM and *In re Express Processing, LLC*, Case No. 21-11835-SDM.

Since the beginning of this bankruptcy case on September 29, 2021 until the present, it has been clear to the Court (even after its review of all the evidence presented at the most recent hearing on January 26, 2022) that the best path forward for the Business Debtors is continued operation to maximize the value of the business and assets with the end goal being a sale of the business and its assets as a going concern at the highest price possible. In most of the Court's orders, including six interim cash collateral orders (Dkt. #s 120, 603, 643, 976, 1309, 1509, 1605, and 1648) and in its most recent Memorandum Opinion and Order (Dkt. #1767), the Court has taken this position based on the evidence presented to it. For some reason, and it is still lost on the Court, some parties continue to advocate for the immediate shutdown of operations in hopes to force a sale of the Business Debtors' assets either in a chapter 7 liquidation², by the appointment of a chapter 11 trustee, or at the hands of CR3 Partners, LLC ("CR3") and its personnel (including Dennis Gerrard ("Gerrard"), the Chief Restructuring Officer (the "CRO")).

The Mississippi Department of Agriculture argued at the hearing that if the Court allows the continued use of cash collateral, the Court would be "sanctioning fraud," even though there is no evidence to indicate that CR3 and the CRO had anything to do with the fraud allegations against Express Grain's President, John Coleman ("Coleman"), or the Business Debtors prior to CR3's arrival. The Court is allowing the manufacturing operation to continue in large part due to Express Grain's control under CR3 and the CRO—not Coleman. Some production lenders, farmers and farming entities continue to assert that the use of prepetition soybeans (and likely postpetition

² The Court is scheduled to hear the *Amended Joint Motion to Convert to Chapter 7 Liquidation and for Order Directing Appointment of Trustee Pursuant to 11 U.S.C. §§ 701 and 702 or, Alternatively, for Appointment of Chapter 11 Trustee* (Dkt. #1768) filed by various farmers and farming entities on February 7, 2022. While the Court has not chosen to appoint a trustee or force Express Grain's immediate closure based on the evidence presented thus far in the bankruptcy case, the facts and circumstances may dictate a different conclusion by the Court on February 7, 2022.

soybeans) in Express Grain’s manufacturing operation is a lost cause. While the Court considers every argument and all evidence submitted in support of and against Express Grain’s continued use of cash collateral, the Court weighs that information against the CRO’s testimony and the financial information provided by Gerrard and other parties.

Most importantly, the Court considers the likelihood of potential buyers at this point in the bankruptcy case. Gerrard’s testimony at the hearing suggested that there are multiple buyers interested in in the terminal or storage side of the Business Debtors’ operation, as well as at least one buyer with “moderate interest” in the manufacturing facility. Based on this information, the Court believes that the Business Debtors should be allowed to use cash collateral on a final basis to implement “Scenario 2” as described in the EGT Winddown Plan. Either way, this Court’s Order should be viewed by the Business Debtors as its final opportunity—it is time for the Business Debtors to put their cards on the table or withdraw from the game. In other words, the Court expects the Business Debtors to effectively winddown operation but focus primarily on securing a buyer for the purchase of the business as a going concern.

The Court must also acknowledge that it does agree with counsel for at least two production lenders that there are certain requirements that should be in place regardless of the Court’s decision to allow CR3 to use cash collateral on a final basis and effectuate “Scenario 2” of the EGT Winddown Plan. In addition to extending the same protections and adequate protection as provided for in the sixth interim cash collateral order, the Court is also imposing the requirement that the Business Debtors must file all outstanding Monthly Operating Reports (MORs) no later than seven days from the entry of this final Order.

The goal of this Final Order is to implement the proposed final, cash collateral order (which amends the sixth interim cash collateral order (Dkt. #1648) offered by UMB, the EGT Winddown

Plan as proposed by Express Grain and CR3, and at least one or two suggestions from counsel for two production lenders. To the extent that the EGT Winddown Plan conflicts with the terms required for the final use of cash collateral as described in this Final Order, this Final Order shall control over the EGT Winddown Plan.

Based on the above, the Court finds as follows³:

1. The Business Debtors commenced the jointly administered cases by filing their Voluntary Petition for Relief under Chapter 11 of the United States Bankruptcy Code (“the Bankruptcy Code”) on September 29, 2021 (the “Petition Date”).

2. This Court has jurisdiction to hear the Cash Collateral Motion under 28 U.S.C. §§ 157 and 1334. This matter is a “core proceeding” within the meaning of 28 U.S.C. § 157.

3. The Business Debtors continue to operate their businesses and manage their property as debtors in possession pursuant to 11 U.S.C. §§ 1107 and 1108.⁴ On December 14, 2022, the Court appointed Dennis Gerrard, with CR3 Partners, LLC, as chief restructuring officer (the “CRO”) in its bench ruling and then later in its Memorandum Opinion and Order (Dkt. #1767).

4. As of the Petition Date, the Business Debtors were originally in possession and control of cash and, since the Petition Date, have continued business operations that generate cash. The Business Debtors have reduced and continue to reduce various assets asserted by the Business Debtors to be assets of the bankruptcy estate to include cash and including, without limitation,

³ The Court notes that it revised some of the provisions below, which differ from the sixth interim cash collateral order and/or proposal submitted by UMB. The parties, particularly the Business Debtors, should review as necessary to ensure compliance with any requirements.

⁴ Unless noted otherwise, all statutory references will be to Title 11 of the United States Code.

inventory (whether grain held by Express Grain or finished inventory, e.g., oil, meal, hulls, pellets), farm products, and accounts receivable collections (collectively, the “Cash Collateral”).⁵

5. StoneX, Macquarie, UMB, and several other interested parties (including farmers, farming entities, and production lenders) assert lien and/or ownership interests in certain pre-petition soybeans and corn stored by one or more of the Business Debtors (the “PrePetition Grain”) by virtue of, among other reasons, their possession of documentation that constitute valid warehouse receipts and scale tickets under applicable law (collectively, the “PrePetition Grain Interest Holders”). The PrePetition Grain was generally held in common storage and not segregated by the party asserting ownership and/or lien rights in such PrePetition Grain. Accordingly, the proceeds from the use and sale of the PrePetition Grain may also be considered, at least in part, Cash Collateral.

6. In the Cash Collateral Motion, the Business Debtors seek to use property that constitutes Cash Collateral under § 363. In addition, the Business Debtors need to continue to use the soybeans that make up the PrePetition Grain as part of their soybean crushing and refining operations and to execute “Scenario 2” of the EGT Winddown Plan. Certain production lenders and farmers have objected to the use of the soybeans under § 557(i) in their prior objections to the use of Cash Collateral. This Court issued a bench ruling on December 14, 2021, which is the subject of a Memorandum Opinion and Order (Dkt. #1767) issued on January 25, 2022, that addresses the § 557(i) issue. The Court determined that the timing of § 557(i)’s implementation is subject to the Court’s discretion under the § 557 procedures. Objections to the continued crushing of soybeans were, nevertheless, renewed at the hearing held on January 26, 2022.

⁵ All interested parties’ rights, claims, and defenses are reserved as to whether and to what extent any of the Cash Collateral as defined in this Order is property of any of the Business Debtors’ estates.

7. Business Debtors assert, and the Courts finds, that an immediate need exists for the Business Debtors to use Cash Collateral and the PrePetition Grain to continue essential operations, acquire goods and services, and pay other necessary and essential business expenses, and execute “Scenario 2” of the EGT Winddown Plan. The Court finds and agrees with the Business Debtors that the failure of the Business Debtors’ ability to use such Cash Collateral and PrePetition Grain would immediately and irreparably harm the Business Debtors, their bankruptcy estates, and their Creditors. Multiple objections to the use of Cash Collateral have been filed to the Cash Collateral Motion, renewed throughout the various hearings on this issue and are overruled to the extent not otherwise in this Order.

8. In the ordinary course of the Business Debtors’ operations, the Business Debtors maintain certain bank accounts (collectively, the “Bank Accounts”) with UMB, which provide established mechanisms for the collection, management, and disbursement of funds used in the Business Debtors’ operations (the “Cash Management System”). The Business Debtors also maintained bank accounts with BankPlus, which have now been closed. In addition, the prepetition Bank Accounts at UMB have now been closed. After the Petition Date, Express Grain received sale proceeds for the sale of soybeans in the amount of \$4,614,282.74., which, under the Court’s previous order, are currently being held in a separately segregated DIP Account maintained by UMB.

9. On October 5, 2021, the Court first entered the Agreed Interim Order (I) Authorizing Use of Cash Collateral, (II) Authorizing Use of Existing Bank Accounts Cash Management System, and (III) Granting Adequate Protection (Dkt. #32), which has been amended and subsequently continued through January 28, 2022 (as amended, the “Cash Collateral Order”). See Dkt. #s 120, 603, 643, 976, 1309, 1509, 1605, and 1648.

10. Good cause has been shown for the immediate entry of this Order and the continued use of Cash Collateral and for the use of the PrePetition Grain⁶ to implement and execute “Scenario 2” of the EGT Winddown Plan. Further, the Court believes the Business Debtors have met their burden to prove there is sufficient adequate protection under § 361(p)(1). In the Sixth Interim Order granting use of cash collateral, the Court found that additional adequate protection under §§ 361 and 363(c)(2)(b) was ordered over and above that provided by prior interim orders of this Court pending this Court’s consideration of this Final Order on the Cash Collateral Motion. The Court finds that the additional adequate protection should be continued because, among other things, the entry of the Order: (i) will enable the Business Debtors to continue the operation of their business, subject to the provisions of this Order, and avoid immediate and irreparable harm to the Business Debtors’ estates; (ii) will permit the Business Debtors’ to acquire essential goods and services, and pay other necessary and ordinary business expenses; (iii) implement and execute “Scenario 2” of the EGT Winddown Plan and (iv) is in the best interests of the Debtors, their creditors, and their bankruptcy estates. While the Cash Collateral Motion was filed only in Express Grain’s bankruptcy case, Case No. 21- 11832, prior to orders allowing joint administration, it is the Court’s intention that this Order along with the previous cash collateral orders equally apply in the associated Business Debtor cases, i.e., Case Nos. 21-11834-SDM and 21-11835-SDM.

Based on the findings above, it is therefore, **ORDERED**, that on a final basis, subject to further orders of the Court that may be entered in the future, the Business Debtors are hereby

⁶ The terms “Collateral”, “Cash Collateral” and “PrePetition Grain” are used throughout this Order separately and together. For the avoidance of doubt, PrePetition Grain may also fall into the definition of Collateral and proceeds related to PrePetition Grain may constitute Cash Collateral. Separate use of such terms in this Order is without prejudice to any argument or claim that any of PrePetition Grain may constitute Collateral and that the proceeds from the PrePetition Grain may constitute Cash Collateral.

authorized under §§ 105(a) and 363(c)(1) to continue to manage collection and disbursement of its cash utilizing its Cash Management System in the ordinary course of business consistent with its prepetition practices, and to collect and disburse cash in accordance with the Cash Management System subject to the provisions of this Order.

It is further, **ORDERED**, that with respect to the final use of the Cash Management System:

a. The Business Debtors shall continue their Cash Management System with UMB and continue to centralize their depository accounts with UMB, including, but not limited to any debtor-in-possession accounts that the Business Debtors may open (the “DIP Accounts”).⁷ The Business Debtors shall not open any additional accounts at any other financial institutions without (i) giving adequate notice to the United States Trustee (the “UST”), UMB, and other interested parties as the Court may direct, and (ii) receiving the express written consent from UMB and Court approval. The Business Debtors shall continue to maintain a separate DIP account at UMB holding the \$4,614,292.74 (the “Segregated Train DIP Account”) in sale proceeds from the sale of soybeans which were received after the Petition Date.

b. UMB is authorized to continue to service and administer the Bank Accounts as depository accounts of the Business Debtors as debtors-in-possession without interruption and in the usual and ordinary course of business, and to receive, process, honor, and pay, in accordance with this Order, any or all checks, drafts, wires or ACH Transfers drawn on such Bank Account.

c. UMB is authorized to accept and rely upon, without further inquiry, all representations from the Business Debtors as to which checks, drafts, wires or ACH Transfers are

⁷ The term “Bank Accounts” shall include the DIP Accounts.

dated prior to, on, or after the Petition Date and which checks are to be honored or dishonored, regardless of whether such payment or honoring is or is not authorized by an order of the Court. UMB shall not incur, and is hereby released from, any liability for relying upon the Business Debtors' instruction as to which checks, drafts, wires or ACH Transfers should be honored or dishonored or for such UMB's inadvertence in honoring any check, draft, wire or ACH Payment at variance from the Debtors' instructions unless such inadvertence constituted gross negligence or willful misconduct on the part of UMB. The Business Debtors shall promptly provide a list of checks to UMB for each Bank Account, specifying by check sequencing number, dollar amount and payee information those checks that are to be dishonored by UMB, which checks may include those issued after the Petition Date as well as those issued prior to the Petition Date that are not to be honored or paid according to any order of the Court, and UMB may honor all other checks.

d. Except for those checks, drafts, wires or ACH Transfers that are authorized or required to be honored under an order of the Court, the Business Debtors shall not instruct or request UMB to pay or honor any check, draft or other payment item issued on a Bank Account prior to the Petition Date but presented to UMB for payment after the Petition Date.

e. Notwithstanding anything to the contrary herein, UMB shall not be obligated to honor any check or other payment item drawn on a Bank Account at UMB unless there are sufficient and collected funds in such Bank Account.

f. The Business Debtors and UMB are hereby authorized to continue to perform pursuant to the terms of any prepetition agreement that exists between them relating to any Bank Account, or other cash management service relating to the Cash Management System, except to the extent expressly prohibited by this Order, and the parties to such agreements shall continue to enjoy the rights, benefits, liens, offset rights, privileges, and remedies afforded them under such

agreements except to the extent expressly modified by the terms of this Order.

g. The Business Debtors are hereby expressly directed to notify UMB of all pending checks, drafts, or other advances that should be stopped because of the bankruptcy filing and take the necessary steps with UMB to stop payment on such checks, drafts, or advance. UMB shall not be required to review each check, wire, draft, or other advance to determine whether such item should be paid and may pay all incoming items absent contrary timely written direction from the Debtors. Further, to the extent that UMB in good faith (i) honors a check, draft, wire, or other advance that is not in compliance with this Order or any other of this Court's orders (a "Noncompliant Advance") or (ii) refuses to honor a check, draft, wire or other advance, then UMB shall have no liability for the same or be deemed to have waived any of its rights with respect to the same.

h. UMB is authorized to accept and honor all representations from the Business Debtors as to which checks, drafts, wires, transfer requests, or ACH transfers shall be honored or dishonored consistent with any order(s) of this Court and governing law, whether such checks, drafts, wires, transfer requests, or ACH transfers are dated prior to or subsequent to the Petition Date. To the extent the Business Debtors overdraw their account, any deficiency or debt created because of a postpetition overdraft shall be an administrative expense pursuant to Code § 503(b).

i. UMB is authorized to charge back against the bank accounts (i) any returned items drawn or presented against the bank accounts, regardless of whether such returned items originated prepetition or postpetition, and (ii) any overadvances, credit balances or other customary fees or expenses on the bank account that arise in the ordinary course of business, either prepetition or postpetition, in connection with the use and management of such bank accounts; provided, however, that UMB shall not be required to make transfers from or honor any draws against any

of the Bank Accounts except to the extent of collected funds available in such respective bank accounts. For the avoidance of doubt, UMB is not authorized pursuant to this Order to charge back against the DIP Accounts the overdraft that existed on the Petition Date in the approximate amount of \$1,865,471.24.

j. UMB is authorized to (i) continue to charge the Business Debtors for certain services and other fees, costs, charges and expenses (collectively, the “Bank Fees”) and (ii) charge back returned items, whether such items are dated prior to, on or subsequent to the Petition Date, to the bank accounts in the ordinary course, and the Debtors are authorized to pay such fees.

k. MuniStrategies Sub-CDE#26, LLC, Heartland Renaissance Fund Sub 32, LLC, Rustic Ventures, L.L.C., AMCREF Fund 47, LLC, AMCREF Fund 50, LLC, and NEW MARKETS INVESTMENT 126, LLC filed and/or asserted limited objections to the Cash Collateral Motion asserting certain lien and pledge rights in the following Accounts:

Last 4 Digits of Account	
1563	SunTrust Bank
7974	U.S. Bank National Association
8390	U.S. Bank National Association
1555	SunTrust Bank
7958	U.S. Bank National Association
7966	U.S. Bank National Association

(the “Non-UMB Reserve Accounts”). Notwithstanding any other provision in this Order to the contrary, the funds in the Non-UMB Reserve Accounts shall not be transferred to UMB and such accounts shall remain frozen pending a determination of the validity, extent, and priority of the various security interests and liens in such account. For the avoidance of doubt, no determination has been made with respect to the various interests in the Non-UMB Reserve Accounts. The depository institutions holding such funds are directed to take all steps to secure and freeze such

accounts subject to further Order of this Court. The Business Debtors are hereby directed to immediately provide this Order to such financial institutions alerting them of this Court's Order.

1. Under the Cash Collateral Order, the following segregated DIP Accounts have been established: (a) the "Segregated Train DIP Account"; (b) the "Segregated Bean DIP Account"; (c) the "Segregated Corn DIP Account"; and (d) "Additional Revenue Proceeds DIP Account".

It is further, **ORDERED**, to the extent not closed, that BankPlus is hereby directed to close the Business Debtors' accounts and transfer all account balances with respect to the Business Debtors to the DIP Accounts at UMB. BankPlus and UMB are authorized to communicate directly, exchange information, and cooperate with each other to comply with the terms of this Order and the previous cash collateral orders and to facilitate the orderly transition of the accounts.

It is further, **ORDERED**, that the Business Debtors, subject to the provisions and limitations of this Order, are granted the use of Cash Collateral and PrePetition Grain on a final basis for the expenses listed in the budget attached as **Exhibit A** (the "Budget") for the time period from January 25, 2022 to and including February 25, 2022 (the "Final Period"), and for payment of United States Trustee fees owed pursuant to 28 U.S.C. § 1930(a)(6), unless specifically prohibited by this Order. Absent separate Order of the Court, no salary shall be paid to John Coleman.

It is further, **ORDERED**, that the Court finds that those with interests in the PrePetition Grain and Cash Collateral are adequately protected by the prior orders this Court has entered allowing interim use of Cash Collateral and by this Order, and adequate protection has been, and is, being provided to the PrePetition Grain Holders and those who assert interests in Cash Collateral under the following provisions, particularly with respect to granting of rights under Paragraphs b, c, and d, and under Paragraph (j)(4) of this Order, which require that the Business Debtors' continued

final use of Cash Collateral and PrePetition Grain is expressly conditioned upon the following:

a. Budget. Without prior approval of the Court or the express written consent of UMB, the Business Debtors are authorized to pay the reasonable amounts which are the actual, ordinary and necessary expenses in the operation of its business not to exceed one hundred and ten percent (110%) of the amount stated for each category of expenses in the Budget during the Final Period; provided, however, that in no event, even if included in the Budget, should Cash Collateral or proceeds of the Pre-Petition Grain during the Final Period be used to pay pre-petition claims or obligations, other secured claims, or obligations to insiders unless specifically authorized by this Order or separate order from this Court. The only pre-petition claims that have been authorized to be paid are the Status Quo Operating Expenses (as defined in previous cash collateral orders). With respect to the payment of professional fees, accrued, billed, and budgeted professional fees and expenses shall be escrowed on a weekly basis, but shall not be paid without further Court order. Business Debtors shall provide on a weekly basis supporting invoices related to the escrowed fees subject to any necessary redactions to preserve attorney client, work product, or other applicable privilege. All fees and expenses remain subject to approval pursuant to §§ 327, 328, 329, 330, and 331 and applicable Local and Bankruptcy Rule. Nothing herein shall be deemed as consent by UMB or other PrePetition Grain Holders to a carveout for such fees. The Budget remains subject to the various adequate protection provisions set forth in this Final Order.

b. Replacement Liens. Effective as of the Petition Date, UMB and the other Pre-Petition Grain Interest Holders are hereby granted replacement security interests in, and liens on, all property acquired postpetition of the Business Debtors and the Business Debtors' bankruptcy estates that is the same type of property that UMB and the other PrePetition Grain Interest Holders may respectively hold a prepetition interest, lien or security interest to the extent of the validity and

priority of such interests, liens, or security interests, if any (the “Replacement Liens”). The amount of each of the Replacement Liens shall be up to the amount of any diminution in value of the respective collateral positions of such parties from the Petition Date. The priority of the Replacement Liens shall be in the same priority as such parties’ prepetition interests, liens and security interests in similar property.

c. Automatic Perfection. Any Replacement Lien granted in this Order shall be effective and perfected upon the date of entry of the First Interim Order without necessity for the execution or recordation of filings of deeds of trust, mortgages, security agreements, control agreements, pledge agreements, financing statements or similar documents, or the possession or control by UMB or other PrePetition Grain Interest Holders of, or over, any property subject to the Replacement Liens. UMB and the other PrePetition Grain Interest Holders are hereby authorized, but not required, to file or record financing statements or similar instruments in any jurisdiction to validate and perfect the Replacement Liens. Any error or omission in such documents shall in no way affect the validity, perfection, or priority of the Replacement Liens. If a party chooses to file a financing statement or similar instrument pursuant to the terms of this subparagraph and it is later determined by Court order or judgment that such party is not entitled to a Replacement Lien, then such party shall file a termination statement of such financing statement or similar instrument within fourteen (14) days of such order or judgment becoming final and non-appealable.

d. Super Priority Claims. To the extent that the Replacement Liens prove inadequate to protect UMB or other PrePetition Grain Interest Holders from a demonstrated diminution in the value of their respective collateral positions from the Petition Date, then such parties are hereby granted an administrative expense claim under § 503(b) with priority in payment under § 507(b) (“Lender Super Priority Claim”). In addition, to protect PrePetition Grain Interest Holders from

a demonstrated diminution in the value of their property interests in the PrePetition Grain, such parties are granted an administrative expense claim under § 503(b) with the same priority in payment of the Lender Super Priority Claim (“Warehouse Super Priority Claim”).

e. Lien and Ownership Challenges. Nothing in this Order shall prohibit any party from challenging the amount, nature, extent, validity and priority of another party’s claims, ownership rights, or security interests in, and liens on, Cash Collateral, Collateral, PrePetition Grain, Third-Party Proceeds (as defined below) and PrePetition Beans Proceeds (as defined below). Further, nothing in this Order shall prohibit the Business Debtors or other parties in interest from asserting that the cash in the Debtors’ possession or otherwise under their control does not constitute Cash Collateral or proceeds from PrePetition Grain. For the avoidance of doubt, this Order is without prejudice as to any agreements between the various parties with interests in the PrePetition Grain and Collateral. All such rights are expressly preserved. For the further avoidance of doubt, the entry of this Order or the Debtors’ use of Cash Collateral or PrePetition Grain shall not constitute a waiver or relinquishment of any ownership interests or other rights in the PrePetition Grain. The proper manner of calculating or ascertaining the calculation and/or diminution of the value of respective positions will likely be in dispute amongst the various parties. Accordingly, the manner of calculating or ascertaining the diminution in value of a party’s position remains an open question and nothing in this Order waives, restricts, or prejudices the ability of any otherwise appropriate party to raise issues regarding diminution of value should such a position be asserted by any other party to this case for purposes of asserting a Replacement Lien, Lender Super Priority Claim, and/or Warehouse Super Priority Claim. Nothing herein abrogates Miss. Bankr. L.R. 4001-1(b)(1)(B) and any challenge period with respect to the claims and liens of parties’ asserting liens or security interests in the Business Debtors’ assets will be set by further Order of the Court.

f. Additional Adequate Protection. The adequate protection granted in this Final Order is without prejudice to UMB or the other PrePetition Grain Interest Holders seeking further and other adequate protection to the extent it deems the same necessary and appropriate. Further, this Final Order is without prejudice to (i) UMB or the other PrePetition Grain Interest Holders seeking the early termination of the Business Debtors' use of Cash Collateral, Collateral, or Pre-Petition Grain (including proceeds thereof) prior to the expiration of this Final Order for cause, including lack of adequate protection; (ii) the Business Debtors opposing such early termination; or (iii) UMB or other PrePetition Grain Interest Holders objecting to the further use of Cash Collateral and PrePetition Grain.

g. Insurance. The Business Debtors shall continue to maintain adequate and sufficient insurance on all their property and assets.

h. Reporting. On Wednesday of each week, the Business Debtors shall provide a report to UMB and other PrePetition Grain Interest Holders, on actual revenue and expenses for the prior week, sale and use of PrePetition Grain, the amount in the various segregated DIP Accounts, and such other reports as required by this Order including, without limitation, the reporting related to the PrePetition Grain. The reporting shall be in a mutually agreeable form and should also apprise UMB and other PrePetition Grain Interest Holders on the Business Debtors' efforts to implement "Scenario 2" of the EGT Winddown Plan. In addition, the CRO and his agents shall promptly advise UMB and all other PrePetition Grain Interest Holders of all efforts to sell any portion of the Collateral, including the terms of discussion, drafts of purchase agreements, and status of negotiations. To the extent not already provided, the Business Debtors continue to be obligated to provide the information to UMB and other PrePetition Grain Interest Holders as required by prior Interim Orders of this Court.

i. Inspection and Access to Information. Prior to the entry of this Order, the Business Debtors voluntarily agreed to UMB's and certain other PrePetition Grain Interest Holders' immediate inspection of the physical collateral in addition to the Business Debtors' books and records. The Debtors shall continue to cooperate with UMB and the other PrePetition Grain Interest Holders with respect to such inspection including allowing certain UMB and other Pre-Petition Grain Interest Holders representatives to remain at Business Debtors' facilities during this Final Period to verify any shipments of grain, soybeans, inventory, or other farm products so long as the representatives do not disrupt ordinary course of business activities during business hours. Going forward, UMB, the other PrePetition Grain Interest Holders, and their respective professionals shall have the right at all reasonable times to audit, examine, and inspect Collateral and PrePetition Grain wherever located, along with any books and records related to Collateral, the PrePetition Grain, or the business operations of the Business Debtors so long as these activities do not unreasonably interfere with, or delay, Business Debtors' ordinary course of business operations during normal business hours and normal business activities. Such inspections shall include the quantitative inspection and sampling of the physical grain/beans. Except as otherwise provided herein, UMB and the other Pre-Petition Grain Interest Holders shall provide Business Debtors with twenty-four (24) hours' notice prior to any audit, examination, or inspection. Such inspection rights shall continue notwithstanding the expiration of this Order.

j. Sale and Use of Pre-Petition Grain.

(1) PrePetition Soybeans. Business Debtors shall track the amount of PrePetition Grain sold and/or used in its soybean crush/refinement process. The soybean price associated with the PrePetition Grain used in the soybean crush/refinement process shall be a per bushel price based on: (A) if on or before December 31, 2021, the daily settle price

of the January soybean futures plus \$0.30; or (B) if after December 31, 2021, and through February 25, 2022, the daily settle price of March soybean futures plus \$0.30 (the “Interim Established Price”). This Interim Established Price shall be effective as of September 29, 2021. The Interim Established Price is subject to adjustment by further order of the Court and is without prejudice to the price that may be ultimately negotiated or later determined by the Court and any arguments that may be advanced with respect to the use of a different price. The cost of the use or sale⁸ of the soybeans at the Interim Established Price (collectively, the “Third-Party Proceeds”) shall be subtracted from the sale proceeds received postpetition by the Business Debtors from the sale of soybeans, bean meal, and/or oil (the “PrePetition Beans Proceeds”). The Third-Party Proceeds shall be kept in the Segregated Bean DIP Account. The Business Debtors are not authorized to, and shall not, use the funds in the Segregated Bean DIP Account without further order of the Court. Nothing in this Order shall prejudice any party or their claim to all or any portion of the Third-Party Proceeds or the PrePetition Beans Proceeds. Any amount recovered by the Business Debtors over Third-Party Proceeds on or after January 26, 2022 shall be segregated pursuant to subparagraph (4) below.

(2) PrePetition Corn. Starting effective November 5, 2021, and on a going forward basis, the proceeds from the sale of pre-petition corn (the “PrePetition Corn Proceeds”) shall be kept in the Segregated Corn DIP Account. Despite any contrary indications in the attached Budget, the Business Debtors are not authorized to, and shall

⁸ Whether a sale has occurred by Express Grain’s crushing of the prepetition grain is a contested legal issue in this bankruptcy case and all rights, claims, defenses, and arguments are reserved as to this issue.

not, use the PrePetition Corn Proceeds without further order of the Court. Nothing in this Order shall prejudice any party or their claim to all or any portion of the PrePetition Corn Proceeds.

(3) The Business Debtors shall provide weekly reports to the PrePetition Grain Interest Holders detailing the PrePetition Grain sold and/or used, the amount of Pre-Petition Beans Proceeds and PrePetition Corn Proceeds received, and the amount of Third Party Proceeds and PrePetition Corn Proceeds placed in the segregated DIP accounts. In addition, within two business days after the entry of this Final Order, the Business Debtors shall provide the PrePetition Grain Interest Holders with a (i) schedule of the PrePetition Grain and PostPetition Grain that the Debtors anticipate using or selling during the Final Period, including the quantity and location of both PrePetition and PostPetition Grain, and (ii) copies of the Business Debtors' contracts for the sale of products generated from the Debtors' use of PrePetition Grain and PostPetition Grain.

(4) Additional Revenue and Cash Segregation. Effective as of January 25, 2022 and through February 25, 2022, all other revenues from the Business Debtors' operations shall be deposited initially in the Business Debtors' general collections account which is titled the "Credit Account" and shall be subject to the following transfers and conditions:

- (i) The revenue from and after January 26, 2022 generated from Pre-Petition Corn Proceeds shall continue to be deposited in the existing segregated DIP Corn Account as provided in Paragraph (j)(2) in this Order.
- (ii) "Third-Party Proceeds" shall continue to be calculated consistent with Paragraph (j)(1) of this Order and the "Third-Party Proceeds" shall immediately be transferred to the existing Segregated Bean DIP Account as

provided in Paragraph (j)(1).

(iii) On January 27, 2022, after conducting the transfers contemplated in Paragraphs (j)(4)(i) and (ii), Business Debtors shall immediately transfer from the Credit Account to the Segregated Bean DIP Account all funds over and above the amount of \$2,750,000 (the “Operating Reserve”). Thereafter and subject to subparagraph (v), all Pre-Petition Bean Proceeds over and above the Third-Party Proceeds being segregated, shall be deposited in the Segregated DIP Bean Account until such time as postpetition use of Pre-Petition Beans has been fully funded, at which time all further Pre-Petition Bean Proceeds will be deposited in the Additional Revenue Proceeds DIP Account. Additionally, all funds held in the Additional Revenue Proceeds DIP Account that would otherwise constitute Pre-Petition Beans Proceeds shall be immediately transferred to the Segregated Bean DIP Account. The transfers contemplated in this subparagraph (iii) shall be without prejudice to any party or their claims with respect to all or any portion of such transferred funds and all claims, liens or other interests are fully preserved in such funds.

- (i) Subject to subparagraph (v), the balance of the revenue from and after January 26, 2022 (“Additional Revenue Proceeds”), after subtracting the amounts for transfer to the Segregated Corn DIP Account and Segregated Bean DIP Account, shall be deposited in the Additional Revenue Proceeds DIP Account. The Business Debtors are not authorized to, and shall not, use any funds in the Additional Revenue Proceeds DIP

Account without further order of the Court. Nothing in this Order shall prejudice any party or their claim to all or any portion of funds in the Additional Revenue Proceeds DIP Account and all claims, liens or other interests are fully preserved.

- (ii) Notwithstanding further segregation of receipts and revenue as contemplated in this Order, Business Debtors shall be entitled to maintain the Operating Reserve at a balance of no less than \$2,500,000 and no more than \$2,750,000. To maintain the Operating Reserve as set forth herein, Business Debtors may use PrePetition Bean Proceeds and Additional Revenue Proceeds. Any funding necessary to maintain the Operating Reserve shall be paid, pro rata, from PrePetition Bean Proceeds and Additional Revenue Proceeds. Other than with respect to those budget line items and expenses related to the funding of the other Segregated Accounts pursuant to Subparagraphs (1) and (2) above, other budget line items and expenses shall be funded from the Operating Reserve. Nothing in this Order shall prejudice any party or their claim to any remaining portion of funds in the Operating Reserve and all claims, liens or other interests are fully preserved.

It is further, **ORDERED**, that the continued retention of the CRO pursuant to the terms of the Court's December 14, 2021 bench ruling and subsequent Memorandum Opinion and Order (Dkt. #1767) is hereby authorized. The CRO shall be entitled to reasonable compensation for the Final Period and, to the extent not superseded by a subsequent order related to the final appointment of the chief restructuring officer, shall have standing to assert a surcharge claim against the Collateral

and/or PrePetition Grain for the reasonable and necessary cost and expense of preserving, or disposing of such property, with all parties' rights reserved to oppose any such surcharge claim. The CRO shall have the powers during the Final Period as authorized in the Court's Memorandum Opinion and Order.

It is further, **ORDERED**, that UMB and the other PrePetition Grain Interest Holders, without liability, are authorized and strongly encouraged to contact parties that may have an interest in purchasing the Business Debtors' business and/or assets in order to notify them of a potential sale opportunity and direct them to the CRO and the Business Debtors' counsel.

It is further, **ORDERED**, that the provisions of this Order are not intended to provide UMB and the other PrePetition Grain Interest Holders with sufficient control over the Business Debtors so as to subject them to any liability in connection with the management of the Business Debtors' business or any of the Business Debtors' assets. By taking any actions pursuant to this Order, UMB and the other PrePetition Grain Interest Holders shall not: (a) be deemed to be in control of the operations or liquidation of the Business Debtors; or (b) be deemed to be acting as a "responsible person" or "owner or operator" with respect to the operation, management or liquidation of the Business Debtors.

It is further, **ORDERED**, that this Order shall expire and the Business Debtors' right to use Cash Collateral and the PrePetition Grain (and proceeds therefrom) shall terminate, unless extended by further order of this Court or by express written consent of UMB and the other Pre-Petition Grain Interest Holders, on the earlier of (the "Termination Date") (i) **February 25, 2022**; (i) the first business day after the date of the final hearing on the Debtor's use of Cash Collateral and Pre-Petition Grain (and proceeds therefrom); (iii) the failure of the Business Debtors to comply with any provision of this Order; (iv) the entry of an order authorizing, or if there shall occur, a

conversion or dismissal of this case under § 1112; (v) the entry of an order appointing a trustee, or appointing an examiner with powers exceeding those set forth in § 1106(b); (vi) the closing of a sale of all or a substantial portion of the assets of the Business Debtors; (vii) the cessation of day-to-day operations of the Business Debtors; (viii) any loss of accreditation or licensing of the Business Debtors that would materially impede or impair the Business Debtors' ability to operate as a going concern; (ix) the termination of the CRO; (x) the failure of the Business Debtors to receive PrePetition Bean Proceeds sufficient to cover the Third-Party Proceeds attributable to the use and/or sale of PrePetition Grain; and (xi) any material provision of this Order for any reason ceases to be enforceable, valid, or binding upon the Business Debtors.

It is further, **ORDERED**, that to be effective, any waiver by UMB or the other PrePetition Grain Interest Holders of the provisions of this Order or consent required under this Order must be in writing, which includes electronic mail.

It is further, **ORDERED**, that the provisions of this Order and the adequate protection granted herein, including the Replacement Liens, shall also extend to any cash or PrePetition Grain used by the Business Debtors subsequent to the Petition Date, but prior to entry of this Order. However, nothing in this Order is meant to ratify or authorize on a *nunc pro tunc* basis any unauthorized payments on prepetition claims and such payments remain subject to recovery by the bankruptcy estates under applicable bankruptcy law including, without limitation, pursuant to §§ 549 and 550. Similarly, nothing in this Order authorizes the payment of prepetition claims and the payment of any prepetition claims shall be by separate order. This Order is without prejudice to the Business Debtors requesting, by proper motion, the authority for the payment of prepetition claims, and any parties corresponding right to object to such a request.

It is further, **ORDERED**, that the provisions of this Order shall be binding upon and inure

to the benefit of UMB, the other PrePetition Grain Interest Holders, the Business Debtors, and their respective successors and assigns (including without limitation, any chapter 11 or chapter 7 trustee, examiner, or other fiduciary hereafter appointed for the Business Debtors or with respect to any of the Business Debtors' property).

It is further, **ORDERED**, that this Final Order shall become effective and enforceable upon approval and entry as an order of the Bankruptcy Court. If any provision of this Final Order is hereafter modified, vacated or stayed by subsequent order of this or any other Court for any reason, such modification, vacation, or stay shall not affect the validity of any obligation or liability incurred pursuant to this Final Order and prior to the later of (a) the effective date of such modification, vacation, or stay, or (b) the entry of the order pursuant to which such modification, vacation, or stay was established. The liens and claims granted to UMB and the other PrePetition Grain Interest Holders under this Final Order, and the priority thereof, shall be binding (subject to the terms of this Final Order) on the Business Debtors, their bankruptcy estate, any subsequent trustee or examiner, and all creditors of the Business Debtors.

It is further, **ORDERED**, that no party has yet established the existence of a valid, perfected and unavoidable claim or interest in the Business Debtors' cash, any other property of the Debtors or bankruptcy estates, or the PrePetition Grain (to the extent not included in the in this Order). Nothing in this Order shall be construed to establish any such claim or interest in the Business Debtors' cash, any other property of the Business Debtors or bankruptcy estates, or the PrePetition Grain (to the extent is not included in this Order). The extent of the Replacement Liens and super priority claims provided in this Final Order shall be subject to subsequent rulings which establishes the valid, perfected and unavoidable claim or interest in the Business Debtors' cash, any other property of the Debtor or bankruptcy estate, and the PrePetition Grain (to the extent not included

in this Order), and the secured status such claims or interests under § 506 (the “Cash Collateral Ruling”). UMB, the other PrePetition Grain Interest Holders, or the Debtors may seek or request a Cash Collateral Ruling in conjunction with the enforcement of this Final Order including an expedited ruling under § 557. Nothing in this Order, however, shall alter the parties’ respective burdens of proof under applicable bankruptcy law including, without limitation, §§ 363, 506, 557 and Bankruptcy Rules 3001 and 4001.

It is further, **ORDERED**, that this Order is without prejudice to the various rights and remedies that UMB, the other PrePetition Grain Interest Holders, or other parties may have pursuant to applicable law including, without limitation, the right to seek an appointment of a trustee or examiner under § 1104. Such parties have not waived or otherwise relinquished their rights to seek such relief. This Order is without prejudice to any rights and defenses of the Business Debtors. The Business Debtors have not waived or relinquished any rights and defenses.

##END OF ORDER##

EXHIBIT A

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Forecast →	10	11	12	13	14	ACT/F CST
	7 Weeks thru	1	2	3	4	5	6	7	8	9	28-Jan-22	4-Feb-22	11-Feb-22	18-Feb-22	25-Feb-22	21-Week
1	19-Nov-21	26-Nov-21	3-Dec-21	10-Dec-21	17-Dec-21	24-Dec-21	31-Dec-21	7-Jan-22	14-Jan-22	21-Jan-22						Totals
1 DRAFT CASH FCST																
1 Based on info provided by EGT																
Sales																
Corn	4,182,283	-	-	-	-	-	-	-	-	-	683,116	-	-	-	-	4,865,399
Soybean	4,614,293	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,614,293
Meal	8,472,110	1,267,902	935,262	1,305,218	1,471,027	1,231,747	706,423	1,264,348	962,697	1,083,718	1,531,742	1,531,742	1,531,742	1,531,742	1,531,742	26,359,164
Oils (Replaced Riceland w/ barge sales)	8,088,024	608,555	300,033	2,324,603	708,531	302,835	253,867	609,774	2,197,670	894,412	1,333,000	1,209,000	1,209,000	620,000	992,000	21,651,304
Hulls	434,491	33,990	47,145	33,990	30,705	22,157	35,170	6,622	25,973	32,600	7,875	7,875	7,875	7,875	5,455	7,875
Other	770,736	65,417	90,655	46,864	69,323	68,559	70,622	39,793	35,787	59,167	27,000	27,000	27,000	27,000	18,705	1,443,628
Aggregate Sales	26,561,937	1,975,864	1,373,095	3,709,150	2,279,586	1,625,298	1,066,082	1,920,538	3,222,127	2,069,927	3,582,733	2,775,617	2,775,617	2,186,617	2,547,902	59,672,090
Receipts																
Total Receipts	25,270,073	4,208,337	4,263,786	3,840,106	2,857,434	1,985,960	1,499,513	2,129,635	1,586,154	3,103,924	3,222,127	2,069,927	3,582,733	2,775,617	2,775,617	65,170,943
Disbursements (Operating)																
Overhead & Taxes	(45,410)	(23,133)	(111,453)	(26,176)	(12,913)	(13,820)	(6,121)	(93,854)	(18,081)	(15,934)	(286,564)	(111,453)	(26,176)	(12,913)	(13,820)	(817,818)
Salaries Payroll & Payroll Tax	(1,185,409)	(174,655)	(98,648)	(166,093)	(95,334)	(174,196)	(100,090)	(230,542)	(165,632)	(230,522)	(215,351)	(230,522)	(100,090)	(230,522)	(100,090)	(3,499,698)
Operational Contractors	(777,919)	(48,963)	(181,773)	(8,071)	(3,615)	(1,525)	(5,167)	(118,103)	(8,686)	(103,820)	(50,750)	(50,750)	(50,750)	(50,750)	(50,750)	(1,511,391)
Health, Dental, Life, 401K	(185,243)	-	(60,290)	(11,468)	(3,244)	(3,011)	(1,207)	(69,192)	(3,894)	(26,567)	(60,290)	(11,468)	(3,244)	(3,011)	(1,207)	(416,767)
Electric	(189,563)	-	(100,425)	(8,272)	(15,894)	(3,520)	(116,545)	(5,223)	(727)	(207,227)	(116,507)	(8,272)	(15,894)	(3,520)	(116,545)	(700,907)
Natural Gas	(240,227)	-	(15,820)	(30,354)	(49,927)	(195,488)	(21,210)	(6,185)	(31,511)	(65,000)	(96,680)	(114,368)	-	(300,000)	-	(1,677,526)
Propane & Hexane	(295,281)	-	(4,015)	(5,749)	-	-	-	(5,352)	-	(5,890)	(4,265)	-	(3,580)	-	(96,680)	(672,942)
Diesel	(592,212)	(89,441)	(57,807)	(9,429)	(13,096)	(4,015)	-	(341,588)	(33,737)	(124,121)	(4,265)	-	(4,265)	-	-	(625,328)
Farmers	(6,170,927)	(64,892)	(337,334)	(157,000)	(129,464)	(115,538)	(81,357)	(111,545)	(94,139)	(94,295)	(115,538)	(115,538)	(115,538)	(115,538)	(115,538)	(2,238,305)
Trucker Freight	(309,770)	(79,793)	(64,305)	(26,348)	-	(161)	(39,050)	(63,967)	-	(1,200)	(141,926)	(2,225)	(2,225)	(2,225)	(2,225)	(725,321)
Professional Fees	(6,500)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(6,500)
Facility Repairs & Maintenance	(292,997)	(7,665)	(21,404)	(36,644)	(92,992)	(48,961)	(37,385)	(39,040)	(26,055)	(26,567)	(50,000)	(50,000)	(50,000)	(50,000)	(50,000)	(879,000)
Assumed critical vendor and contingency	(10,218)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(10,218)
Est. Corn, Oil, Meal, Hull sale receipts to be segreg	(2,040,631)	(1,835,255)	(275,033)	(3,337,599)	(1,702,706)	-	(1,291,026)	(1,839,961)	(1,586,154)	(2,692,972)	(3,222,127)	(1,303,032)	(3,142,936)	(1,880,647)	(1,951,315)	(28,101,351)
Reserve for Hedge Position	(750,000)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	(750,000)
Disbursements (Operating) Total	(14,228,555)	(2,636,466)	(1,089,415)	(3,817,452)	(2,124,932)	(556,220)	(1,699,158)	(2,926,551)	(1,968,615)	(3,567,548)	(4,362,224)	(1,997,627)	(3,510,433)	(2,703,317)	(2,498,170)	(49,686,683)
Net Operating Cash Flow	11,041,518	1,571,871	3,174,370	22,654	732,502	1,429,741	(199,646)	(796,916)	(382,462)	(463,624)	(1,140,096)	72,300	72,300	72,300	277,447	15,484,260
Disbursements (Non-Operating)																
Interest / Bank Fees	(11,915)	-	-	(820)	-	-	-	(829)	-	-	(7,847)	-	-	-	(7,847)	(29,500)
U.S. Trustee Fees	(28,852)	-	-	-	-	-	-	-	-	-	(250,500)	-	-	-	-	(279,352)
Other Bank Fees (Letters of Credit)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cap Ex	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Chapter 11 Professional Fees	(472,246)	(76,928)	(43,019)	(63,486)	(54,465)	(64,414)	-	(79,050)	(101,159)	(80,388)	(394,600)	(72,300)	(72,300)	(72,300)	(269,600)	(1,916,256)
Other Non-Operating Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Disbursements (Non-Operating) Total	(484,162)	(105,780)	(43,019)	(64,306)	(54,465)	(64,414)	-	(79,879)	(101,159)	(80,388)	(652,947)	(72,300)	(72,300)	(72,300)	(277,447)	(2,224,869)
Net Cash Flow	10,557,356	1,466,091	3,131,352	(41,652)	678,037	1,365,327	(199,646)	(876,796)	(483,621)	(544,012)	(1,793,043)	72,300	72,300	72,300	277,447	13,259,393
Beginning Cash Balance (Book)	8,256,576	9,722,667	12,854,019	12,812,366	13,490,404	14,855,730	11,293,412	10,416,616	9,932,995	9,799,936	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	(1,879,818)
Net Cash Flow (+/-)	10,557,356	1,466,091	3,131,352	(41,652)	678,037	1,365,327	(199,646)	(876,796)	(483,621)	(544,012)	(1,793,043)	72,300	72,300	72,300	277,447	13,259,393
Adjustment (bank-to-book or Other)	(420,962)	-	-	-	-	(3,362,673)	-	-	-	(5,256,892)	-	-	-	-	-	(8,629,575)
Ending Available Cash Balance (Book)	8,256,576	9,722,667	12,854,019	12,812,366	13,490,404	14,855,730	11,293,412	10,416,616	9,932,995	9,799,936	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000
(1) Segregated \$4.6MM re: ADM sale balance	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293	4,614,293
(2) Segregated oil, meal and hull bean balance	2,040,631	2,976,280	2,976,280	5,973,916	7,415,724	7,415,724	8,706,750	10,546,711	11,313,489	12,432,939	18,823,321	19,819,229	21,211,974	22,582,028	23,952,081	23,952,081
(3) Excess proceeds segregation account	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
(4) Segregated corn proceeds	-	899,606	1,174,639	1,514,602	1,775,499	1,775,499	5,138,172	5,138,172	5,138,172	5,138,172	5,138,172	5,138,172	5,821,287	5,821,287	5,821,287	5,821,287

(1) Based on the 2nd cash collateral order
 (2) Based on the 2nd cash collateral order and estimated price of soybean and soybean oil - beginnin Oct 3rd inventory runoff
 (3) Based on the 6th cash collateral order segregating sales proceeds in excess of corn and bean proceeds
 (4) Based on the 5th cash collateral order segregating corn proceeds beginning on sales beginning Nov 5th with catch-up payment per Judge

13WeekCashFlow - Detailed

	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Forecast →	10	11	12	13	14	ACT+FCST
	19-Nov-21	26-Nov-21	3-Dec-21	10-Dec-21	17-Dec-21	24-Dec-21	31-Dec-21	7-Jan-22	14-Jan-22	21-Jan-22	28-Jan-22	4-Feb-22	11-Feb-22	18-Feb-22	25-Feb-22	21-Week
	7 Weeks thru	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Totals
1 DRAFT CASH FCST																
1	Week Number: →															
1	Based on info provided by EGT															
	Week Ending: →															
Soybeans																
	Pre-petition Beginning Balance (BU)	2,061,074	1,858,697	1,712,592	1,535,356	1,348,621	1,173,727	973,313	757,694	605,274	419,966	283,208	163,208	43,208	-	2,061,074
	Outgoing (BU)															
	Crushed (BU)	203,377	146,105	177,236	168,739	174,894	200,414	215,619	152,420	185,775	136,758	120,000	120,000	43,208	-	2,043,545
	Pre-petition Ending Balance (BU)	1,858,697	1,712,592	1,535,356	1,366,617	1,173,727	973,313	757,694	605,274	419,966	283,208	163,208	43,208	-	-	17,529
	Pre-petition Ending Balance (\$) Premium: 0.30	23,995,778	21,985,400	19,917,406	17,735,272	15,437,444	13,257,061	11,061,471	8,661,471	5,818,451	4,089,524	2,356,724	623,924	-	-	229,698
	Post-petition Beginning Balance (BU)	4,048	979	-	-	-	-	-	-	-	-	-	-	-	-	49,341
	Incoming (BU)															
	Outgoing (BU)															
	Crushed (BU)															
	Post-petition Ending Balance (BU)	233,746	234,725	234,725	260,302	266,710	266,710	266,710	266,710	269,554	279,923	279,923	203,131	83,131	-	279,923
	Post-petition Ending Balance (\$)	3,013,666	3,043,288	3,044,976	3,378,075	3,507,909	3,632,596	3,624,595	3,816,626	3,738,716	4,042,090	4,042,090	2,933,214	1,200,414	-	(884)
	Total Ending Balance (\$)	27,013,445	24,998,688	22,962,381	21,113,347	18,945,353	16,889,119	13,921,656	12,478,097	9,557,167	8,131,614	6,398,814	4,666,014	1,200,414	-	-
	Price from Merch															
Meal																
	Beginning Balance (Tons)	864	1,699	1,846	3,486	4,375	4,615	5,953	8,376	8,914	10,619	10,944	10,184	9,424	8,664	864
	Crushed Yield (Tons)	4,189	3,024	2,761	3,493	3,628	4,149	4,463	3,155	3,846	2,831	2,700	2,700	2,700	1,870	48,208
	Outgoing (Tons)	3,354	2,877	2,031	3,098	3,387	2,811	2,040	2,617	2,140	2,507	3,460	3,460	3,460	3,460	44,162
	Total Ending Balance (Tons)	1,699	1,846	2,575	3,882	4,615	5,953	8,376	8,914	10,619	10,944	10,184	9,424	8,664	7,904	4,189
	Total Ending Balance (\$)	662,654	749,764	1,088,503	1,617,834	1,982,331	2,715,118	3,867,287	4,309,904	4,838,139	4,844,736	4,508,284	4,171,832	3,835,380	3,498,928	2,795,235
	\$ To be Segregated from Oct 13th	809,299	543,086	-	2,375,089	845,557	-	1,266,589	1,718,444	629,064	808,295	731,317	832,231	1,148,807	1,148,807	1,148,807
	Approx. cumulative segregated balance (\$)	2,040,631	2,583,717	2,583,717	4,958,805	5,804,363	5,804,363	7,070,952	8,789,396	9,418,460	10,226,755	10,958,072	11,790,302	12,939,109	14,087,915	15,236,722
Oil																
	Beginning Balance (#)	7,396,820	9,118,919	9,691,355	7,355,796	8,328,833	9,154,443	10,908,098	12,830,961	13,355,031	13,054,333	13,306,437	10,624,037	10,941,637	11,259,237	7,396,820
	Crushed Yield (#)	2,222,099	1,607,456	1,949,596	1,856,133	1,923,830	2,204,555	2,371,823	1,676,630	2,043,542	1,504,344	1,317,600	1,317,600	1,317,600	912,780	25,542,888
	Outgoing (#)	500,000	1,034,720	2,346,200	1,402,300	1,098,220	450,900	348,960	1,252,560	2,344,240	1,252,240	4,000,000	1,000,000	1,000,000	1,000,000	23,030,340
	Total Ending Balance (#)	9,118,919	9,691,355	9,294,751	7,809,629	9,154,443	10,908,098	12,908,998	13,355,031	13,054,333	13,306,437	10,624,037	10,941,637	11,259,237	8,576,837	9,909,340
	Total Ending Balance (\$)	6,109,676	6,301,319	5,855,693	4,665,568	5,481,680	6,701,935	8,055,989	8,497,806	8,284,280	8,915,313	7,118,105	7,330,897	7,543,689	5,746,481	5,688,043
	\$ To be segregated after pre-Oct 13th oil work-down	392,563	-	622,547	596,251	-	24,437	121,517	137,714	311,155	402,174	163,677	243,939	221,247	221,247	221,247
	Approx. cumulative Segregated balance (\$)	392,563	392,563	1,015,110	1,611,362	1,611,362	1,611,362	1,635,798	1,757,315	1,895,028	2,206,183	2,608,356	2,772,034	3,015,973	3,237,220	3,458,467
Hulls																
	Beginning Balance (Tons)	392	384	270	301	309	303	216	243	465	576	429	429	429	429	392
	Crushed Yield (Tons)	111	(40)	7	132	110	5	142	187	228	25	45	45	45	31	1,170
	Outgoing (Tons)	119	74	233	114	116	91	115	26	117	173	45	45	45	31	1,350
	Total Ending Balance (Tons)	384	270	44	319	303	216	243	404	576	429	429	429	429	429	429
	Total Ending Balance (\$)	67,165	49,939	8,066	58,971	56,007	37,882	42,541	70,681	100,868	75,021	75,021	75,021	75,021	75,021	75,021
	Price from Merch															
Pellets																
	Beginning Balance (Tons)	127	115	60	57	6	73	133	120	(10)	(0)	7	7	7	7	127
	Crushed Yield (Tons)	250	308	312	188	433	415	357	80	202	324	135	135	135	94	3,503
	Outgoing (Tons)	262	363	400	212	366	350	370	210	192	317	135	135	135	94	3,681
	Total Ending Balance (Tons)	115	60	(28)	33	73	133	120	(10)	(0)	7	7	7	7	7	127
	Total Ending Balance (\$)	22,940	11,962	(5,572)	6,560	14,586	26,650	24,062	(1,970)	(12)	1,316	1,316	1,316	1,316	1,316	1,316
	Price from Merch															
Accounts Payable																
	Beginning A/P	1,213,838	1,045,228	463,761	274,449	167,627	224,382	202,627	501,019	378,851	139,068	228,335	185,493	167,045	167,045	93,309
	ADD: Purchases (accruing processing expenses)															
	LESS: Payments															
	Other discounts, finance charges															
	Ending A/P (Incl farmer pmts)	1,213,838	1,045,228	463,761	274,449	167,627	224,382	202,627	501,019	378,851	139,068	228,335	185,493	167,045	167,045	93,309