

**IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF MISSISSIPPI**

**IN RE: EXPRESS GRAIN TERMINALS, LLC<sup>1</sup>  
Debtor**

**CHAPTER 11  
CASE NO. 21-11832-SDM**

**MOTION FOR AUTHORITY TO SELL EQUIPMENT  
OUTSIDE THE ORDINARY COURSE OF BUSINESS  
FREE AND CLEAR OF LIENS, CLAIMS AND INTERESTS**

COMES NOW Express Grain Terminals, LLC (the “Debtor”) and files this its *Motion for Authority to Sell Equipment Outside the Ordinary Course of Business Free and Clear of Liens, Claims and Interests* (the “Motion”), and in support thereof, would respectfully show unto the Court as follows, to-wit:

1. On September 29, 2021, the Debtor herein filed with this Court its Voluntary Petition for bankruptcy under Chapter 11 of the Bankruptcy Code (the “Petition”).
2. This Honorable Court has jurisdiction of the subject matter herein and the parties hereto pursuant to 28 U.S.C. § 157, 1334; 11 U.S.C. § 105, 363, 541, 1107, related statutes, related rules and various orders of reference. This is a core proceeding.
3. In the exercise of the Debtor’s best business judgment, the Debtor has made the decision to liquidate certain equipment in an effort to generate credits to pay the indebtedness of creditors.
4. Specifically, the equipment that forms the subject matter of this Motion are twelve (12) Lexsong Model LS2020ASZ golf carts, three (3) Lexsong Model LS2020ASZ01 golf carts (the “Equipment”) and a Lexsong Model LS1030H electric flatbed truck (the “Truck”). It is the Equipment and the Truck the Debtor desires to sell. The Equipment and the Truck are new and have

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<sup>1</sup>Jointly administered with *In re Express Biodiesel, LLC*, Case No. 21-11834-SDM and *In re Express Processing, LLC*, Case No. 21-11835-SDM.

never been used. There were ordered and purchased before the Petition was filed and have been fully paid for, including shipping costs. A copy of the invoice/purchase order is attached, incorporated by reference and marked as **Exhibit "A"**. Additional information describing and depicting the Equipment and the Truck is attached, incorporated by reference and marked as **Exhibit "B"**.

5. The decision to liquidate the Equipment and the Truck is in the best interest of all creditors and parties-in-interest herein. The purchaser for the Equipment is Dodd Turner of Turner Auto Group (the "Purchaser"). The purchase price for the Equipment is \$75,000. This is the fair market value of the Equipment.

6. The Purchaser is a good faith purchaser and the sale transaction is an arms-length transaction.

7. The Debtor does not yet have a purchaser for the Truck but is seeking a purchaser for a "floor" price of \$6,700.

8. The Debtor seeks authority of the Court to execute such bills of sale, transfer of title or other related documents which are reasonably necessary to consummate and close the sale of the Equipment and, once it secures a purchaser, for the Truck as well. Debtor requests that Dennis Gerrard, the duly appointed CRO of the Debtor, be authorized to execute the transfer documents.

9. The Equipment and the Truck are to be sold free and clear of liens, claims and interests as there are no liens on the Equipment and the Truck.

10. Upon closing, the sales proceeds shall be placed in an interest bearing escrow account at an Office of the United States Trustee authorized depository by counsel for the Debtor, with the funds to be disbursed only upon further order of the Court, after notice and a hearing.

11. The Debtor requests that the Court approve the sale for the fair, reasonable, and appropriate price of \$75,000 for the Equipment and at least \$6,700 for the Truck.

12. Other grounds to be assigned upon a hearing hereof.

WHEREFORE, PREMISES CONSIDERED, Debtor respectfully prays that upon a hearing hereof, this Honorable Court will grant the Motion authorizing Debtor to sell the Equipment and the Truck free and clear of liens, claims and interests, and to execute such bills of sale, transfer of title or other related documents to transfer good title to the Equipment and the Truck. Debtor prays for general relief.

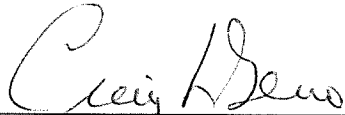
THIS, the 14<sup>th</sup> day of January, 2022.

Respectfully submitted,

EXPRESS GRAIN TERMINALS, LLC

By Its Attorneys,

LAW OFFICES OF CRAIG M. GENO, PLLC

By:   
Craig M. Geno

OF COUNSEL:

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**CERTIFICATE OF SERVICE**

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via Notice of Electronic Filing, a true and correct copy of the above and foregoing to the following:

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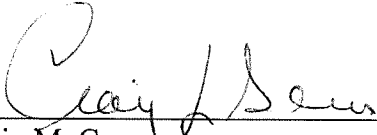
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THIS, the 14<sup>th</sup> day of January, 2022.

  
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Craig M. Geno