

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

IN RE: EXPRESS GRAIN TERMINALS, LLC

CASE NO. 21-11832

**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**

Farm Group,¹ Farm Group I,² Farm Group II³ and Farm Group III⁴ (hereinafter collectively

¹ Farm Group consists of the following: Ashley Selman/Ashley Selman Farms Partnership, Brian Barham/Lagniappe Planting Company, Brian Lloyd/Triple L. Farms & Livestock LLC, Parker Adcock/d/b/a Island Farms, Clint Dunn/Dunn Farms I, II & III, Jim Osborn/Osborn Farms, Porter Planting Company, Owen Bruton/B&H Farms Partnership & Bruton Farms Partnership, AR Farms, Ashland Plantation, Brown Farms, Buckhorn Farm Partners, PM Farms, Richard Brown, Ronnie Brown Farms LLC, Travis Davis/T&R Farms, Will Jones/Wyatt Farms, Killebrew Cotton Company, Murrah Hardy/Murrah Hardy Farms, Carty & Ashley Tillman Farms, Ashley Millican/AN&K Farms, Joe Bell/Bell Farms Inc., Gary Bright/Bright Farms, Matt Bell/Cattlemen's Advantage, Inc., Timothy Ellis/Boho Farms and Ellis & Ellis Farms, Robert Moody/Moody Farms, William Dunn Farms II, Ronnie Moss Farms, Jason Hill, Eric Easley/E-Farm LLC, Southside Farm/Darrell Green, Larry Killebrew, Eric Livingston, Ryan Lawrence/Aldy Farms II, Walt Diggs/Tchula Grain Company, Collier Tillman/Twin Bayou Farms, Clifton D. Steed/Random Shot Farms and D&J Land & Agriculture, Bradley Preston McGregor, Kellen Corbin/C2 Farms, Tony Morgan Farms, Tobin L Parker Farms/Toby Parker, Trey Hardin, William Livingston, Ray Hardy/Hardy Farms, Brad Funderburk/Funderburk Farms, Rocky and Will Fleming, Tommy Watkins/Waye Farms, Billy Whittington/Buckhorn Planting Company/Marsh Bayou Planting Co. and Whittington and Sumner Farms, LLC, Bryant Parrish Farms PTNR, Jay McBride/Jay McBride Farms, Chris Killebrew/Chris Killebrew Farms, Strider McCrory/MHC Farms, Inc., Joshua M. Henderson, Jim Suber/Jim Suber Farms, Milton Parrish/Tipple D Planting Co. II PTNR, Drew Parrish/Chenoah Planting, Johny Murtagh/Double J Farms PTNR, Mike Bowen Farms, James T. Thomas/Egypt Planting Company III, Thomas Farms and Howard Turner/Triple Tee Farms.

² Farm Group I consists of the following: Adron Farms, Ashton Planting Company, BC Farms, Black Dog Farms, Buck Harris Planting Company, Champion Farms, D.W. Clark, Jr., Tonia T. Clardy, Corley Moses Farms, DLH Farms, David Bratton Farms, Davis and Davis Farms, DeLoach Farms, Dodson Planting Company, Fulgham Farms, Tyler Gilliland, Highlandale Planting Company, Howard Farms, Idlewood Plantation, Jennings Planting Company, KMC Farms, Jacob Lindsey, Lake Lindsey, Little Bee Lake Farms, LLC, Jim Locke, MBM Farms, Inc., O'Neal Planting Company, Poe Planting Company, Fred J. Poindexter, Porter Farms, Prestidge Farms II, Ridgecrest Farms, Scott Farms, Mary Annette Morgan Smith, Tackett Planting Company II, Taylor Farms, Kelsie Fennell Trible, VK Farms, W B Farms, W.M. Jennings & Son, Westwood Farms, Lawyer Wheeler and Wolf Run Farms.

³ Farm Group II consists of the following: Jody Murphey d/b/a Jody Murphey Farms, Bacon Bros. Farms Partnership, and Sam Stone.

⁴ Farm Group III consists of the following: Dendy Farms, LLC, Flying Tater Farm, Inc., and Joe D. Evans.

referred to as "All Moving Farmers"⁵) file this Joint Motion to Convert and for Order Directing Appointment of Trustee Pursuant to 11 U.S.C. §§ 701 and 702, or, alternatively, for appointment of a Chapter 11 Trustee ("Joint Motion") and in support thereof, would show as follows, to-wit:

1. This Court has jurisdiction over the subject matter herein and the parties hereto pursuant to 28 U.S.C. § 1334, 11 U.S.C. §§ 105, 701, 702, and 1112 of the *Federal Rules of Bankruptcy Procedure*, along with other related statutes and rules. This is a core proceeding as defined by 28 U.S.C. § 157(b)(2)(A).

2. UMB Bank ("UMB" or "Bank") began Express Grain Terminals, LLC's ("Debtor" or "EGT")⁶ path toward this Court's protection when it filed its Petition for Receivership before the Chancery Court of Leflore County, Mississippi on September 28, 2021 ("State Court Receivership Petition"). That State Court Receivership Petition led to the Debtor's present petition filed on September 29, 2021 ("Petition Date"). Since then, the Business Debtors and UMB have negotiated multiple interim cash collateral agreements in the form of "agreed" orders which have been entered by the Court over the continuing and renewed objections of various creditor constituencies including, *inter alia*, All Moving Farmers. On December 17, 2021, the Court was initially set to have a final hearing on the use of cash collateral but by Orders dated December 17 [Dkt. #1509], and December 31, 2021 [Dkt. # 1309, as amended at Dkt. # 1605], the Court

⁵ Subject to a few exceptions, those farmers comprising "All Moving Farmers" constitute substantially all farmers represented by counsel in this matter.

⁶ On November 18, 2021, *Express Grain Terminals, LLC*, Case No. 21-11832-SMD, was jointly administered with *In re Express Biodiesel, LLC* ("EB"), Case No. 21-11834-SDM and *In re Express Processing, LLC* ("EP"), Case No. 21-11835-SDM (collectively, the "Business Debtors"), and designated as the "Lead Case" pursuant to this Court's ORDER GRANTING MOTION FOR JOINT ADMINISTRATION [Dkt. #1158]. All docket references are to the EGT case unless otherwise noted. This Motion requests relief as to all three cases of the Business Debtors since they have been operated according to the CRO as a business enterprise, which no allocated costs or income to any particular entity. The CRO has testified that all economic activity occurs through EGT but all parties in interest have been precluded from separately investigating that allegation under the 557 Procedures Order (Dkt. #1070).

continued to allow the Business Debtors' interim use of cash collateral as contemplated by the terms and conditions of the Amended Fifth Interim Cash Collateral Order until January 7, 2022. on the basis of certain procedural deficiencies under Fed. R. Bankr. Proc. 4001 and Miss. Bankr. L.R. 4001-1. On January 7, 2022, the Court was reset to consider the use of cash collateral on a final basis, but again extended due to procedural deficiencies the Business Debtors' interim use of cash collateral through January 28, 2022 pursuant to the Sixth Interim Cash Collateral Order entered on January 11, 2022 [Dkt. #1648].⁷ A final hearing on the use of cash collateral is rescheduled for January 25, 2022. For now, the Business Debtors remain debtors-in-possession and no trustee has been appointed.⁸

3. Also reset before the Court on January 25, 2022 is the Mississippi Department of Agriculture and Commerce's ("State") cautionary MOTION FOR RELIEF FROM AUTOMATIC STAY [Dkt. #1526] ("State's Motion") seeking entry of this Court's comfort order regarding the State's ability to proceed with its police and regulatory powers to further investigate whether certain pre-petition licenses issued to the Debtor to operate as a "grain warehouse" and "grain dealer"⁹ in the State of Mississippi should be rendered void, suspended, cancelled and/or revoked to the extent not yet complete following the initiation of any necessary judicial or administrative proceedings and to implement any decision made by the State. Since the automatic stay does not preclude the

⁷ Similarly, the Court was to have heard the Debtor's pending MOTION TO APPROVE ORDER (I) AUTHORIZING SECURED POST-PETITION FINANCING ON A SUPERPRIORITY BASIS PURSUANT TO 11 U.S.C. § 364, (II) AUTHORIZING FIFTH AMENDMENT TO CREDIT AGREEMENT AND DIP FACILITY, AND (III) SCHEDULING A FINAL HEARING PURSUANT TO BANKRUPTCY RULE 4001(C) ("DIP Motion") [Dkt. #1523], but upon the Debtor's motion to continue the hearing on the DIP Motion, which was filed on January 5, 2022 (Dkt. #1624), the DIP Motion was not heard on January 7, 2022, as originally scheduled. Although the Debtor's motion to continue the hearing on the DIP Motion requested a continuance for an indefinite period, it has been reset for hearing on February 15, 2022 [Dkt. #1713].

⁸ The Court denied the appointment of a chapter 11 trustee by bench ruling on December 14, 2021 over the objection of All Moving Farmers and their respective production lenders.

⁹ Grain Warehouse Licenses Nos. 145-WH (Sidon), 187-WH (Greenwood) and 188-WH (Minter City) issued to John Coleman, Express Grain Terminals LLC ("Debtor"), and related authority to operate as a Grain Dealer, all set to expire June 30, 2022 (hereafter collectively referred to as "Licenses").

State's exercise of its police and/or regulatory powers which it seeks to advance, and the State's Motion alleges serious violations which could lead to the revocation or suspension of the licenses to operate and has compelling domino implications to this Court's determination of rights to the grain and grain proceeds under the 557 procedures in place, it is imperative that this Court provide an immediate directional path for the parties in interest in these cases in the event the State revokes the license to operate.¹⁰ The State announced on the record on January 7, 2022 that it expects its investigation will be concluded on January 24, 2022, culminating with the State conducting its own hearing pursuant to its regulatory and/or police powers. It is anticipated that the State will announce its decision on EGT's license issues no later than at this Court's hearing on the State's Motion.

4. As set forth in FARM GROUP II'S AND FARM GROUP III'S RESPONSE TO MOTION FOR RELIEF FROM AUTOMATIC STAY AND FOR OTHER AFFIRMATIVE RELIEF ("Farm Group II's & Farm Group III's Response") [Dkt. #1616], the State's Motion asserts that the State has compelling reasons to believe that EGT secured the Licenses after submitting to the State certain audited financial reports that were materially altered from the time they were issued by the Business Debtor's accountant and their submission by EGT to the State.¹¹ If that is the case and the Licenses were secured by misrepresentations and/or fraud, they will likely be vacated, and EGT will be left without the necessary licenses to conduct business in the State of Mississippi going forward. Further, if the Licenses are deemed void ab initio, EGT will have effectively operated illegally

¹⁰ This Court's 557 procedures order remains in place in the event of a conversion to Chapter 7. [Dkt. #1070, p. 7].

¹¹ On January 19, 2022, this Court entered an Order unsealing the exhibits to the State's Motion, making those exhibits available to the public. The audit report apparently submitted by the Debtor to the State in support of its request for License renewal in June 2021 (Exhibit "C" to State's Motion) is drastically different from what the State contends to be the true audit report prepared by the Horn Group (Exhibit "B" to State's Motion).

since they were re-issued by the State in June 2021. See *Ground Control, LLC v. Capso Industries, Inc.*, 120 S.3d 365, 371 (Miss. 2013)(lack of certificate of responsibility required by statute rendered contract null and void); *Laird, Bissell & Meeds v. Capps*, 224 Miss. 361 (Miss. 1955)(statute providing that brokers may transmit for execution contracts for sale for future delivery did not render transactions legal which were void and unenforceable under statute); and, *Stacks v. Smith*, 291 So.3d 809, 813 (Miss. Ct. App. 2020)(well-settled principle that court possesses *inherent* power to set aside judgment based on fraud. Thus, any post-petition “cash collateral” used by the Debtor to date...which appears, upon information and belief, to exceed \$70,000,000.00¹²...may never have been property of EGT estate but instead is owned by various creditor constituencies including, inter alia, All Moving Farmers. In any event, without the Licenses, EGT can no longer operate as a grain dealer and/or grain warehouse (including any processing of grain) and, as such, its operations as a debtor-in-possession, as allowed by 11 U.S.C. § 1108, should cease immediately.

5. Pursuant to 11 U.S.C. § 1107(a), a debtor-in-possession is afforded only those rights, remedies and duties afforded a trustee under Title 11. Moreover, Section 959(b), Title 28 of the United States Code provides as follows:

(b) Except as provided in section 1166 of title 11, a trustee, receiver or manager¹³ appointed in any cause pending in any court of the United States, including a debtor in possession, shall manage and operate the property in his possession as such trustee, receiver or manager according to the requirements of the valid laws of the State in which such property is situated, in the same manner that the owner or possessor thereof would be bound to do if in possession thereof. (Emphasis added)

¹² Comprised of \$43,733,678.00 of "Aggregate Sales" of grain and grain products as well as "Disbursements (Operations)" of \$31,047,366.00 through January 14, 2022 per CRO's weekly report.

¹³ This Court announced in a bench ruling on December 14, 2021 that the then interim Chief Restructuring Officer (“CRO”) appointed under prior interim cash collateral orders would be permanently retained over the objections of several parties in interest who had supported the appointment of a Chapter 11 trustee instead. As of this filing, no written opinion has been entered on this bench ruling. In any event, the CRO is clearly bound by 28 U.S.C. § 959(b) and would not be able to operate legally in the face of lost Licenses.

See, Norris Square Civic Ass'n v. Saint Mary Hosp., 86 B.R. 393, 398 (Bankr. E.D. Pa. 1988) (Actions of debtor are subject to certain limitations, such as 28 U.S.C. § 959(b), which requires debtor to conform with applicable federal, state, and local law in conducting its business and gives parties aggrieved by debtor's actions in violation of such laws right to enforce law in any other court, free from impact of automatic stay); *see also, In re Kaiser Steel Corp.*, 87 B.R. 662, 665 (Bankr. D. Colo. 1988); *In re Lauriat's Inc.*, 219 B.R. 648 (Bankr. D. Mass. 1998); *Snow v. Thompson*, 178 S.W.2d 796, 799 (Mo. App. 1944) (Manifest intent of Congress in enacting predecessor to 28 U.S.C. § 959(b) was to place upon trustee, as manager and operator of railroad, every obligation created by valid state law for board of directors or company itself); *In re Iams Funeral Home, Inc.*, 2007 WL 4358291 (Bankr. N.D.W. Va. Dec. 6, 2007), *aff'd sub nom, Iams Funeral Home, Inc. v. W. Virginia ex rel. McGraw*, 392 B.R. 218 (N.D.W. Va. 2008) (Where state attorney general sought to obtain preneed funeral contracts from Chapter 11 debtor/funeral home due to alleged fraud perpetrated by debtor, to extent that preneed contracts could constitute property of estate, 28 U.S.C. § 959 required that debtor operate according to requirements of valid laws of state in which debtor's property was located; thus, attorney general could obtain and enforce orders requiring debtor to take certain actions, or to cease engaging in certain actions, even if effect of order was to impose monetary cost on bankruptcy estate); *First Nat. Bank of Houston v. Ewing*, 103 F. 168, 195 (5th Cir. 1900), *cert. denied*, 179 U.S. 686 (1900) (It will be observed that the receiver or manager is enjoined to manage and operate the property pursuant to the requirements of state laws, and for willful violation of his duty he is subject to severe punishment).

The directives of 28 U.S.C. § 959(b) are straight forward: the Business Debtors "shall manage and operate its property...according to the requirements of the valid laws of the state in which such property is located" or, in this instance, the State of Mississippi. It is equally clear

from the State's Motion that Mississippi law requires EGT to maintain licenses to operate as a "grain warehouse" and "grain dealer" pursuant to § 75-44-9 and § 75-45-304 MISS. CODE ANN. Failing same, EGT will not comply with the directives of 11 U.S.C. § 959(b) which requires it, as a debtor-in-possession, to manage and operate according to the valid laws of the State of Mississippi as would any appointed trustee, or here, the CRO. Therefore, any argument that present management was not a party to any fraud or misrepresentations to the State to obtain the issuance of Licenses and perpetuated upon the citizens of Mississippi is a red herring. In fact, it is irrelevant for operational purposes. Such argument ignores the fact that present management is required to secure and maintain the Licenses to operate under the laws of the State of Mississippi which directly controls EGT's ability to engage in any form of commerce relating to the grain and grain proceeds at issue in this case. *See, Central States Corp. v. Luther*, 215 f.2d 38,43 (Kan. 1954) (citing *Kipp v. Goffe & Carkener*, 58 P.2d 102 (Kan. 1936)) (One dealing with a warehouseman who had not been licensed under state law was bound to know that the warehouseman had no right, power, or authority as a public warehouseman to receive grain for storage or transfer for the public; and that on storing grain with such a non-licensed warehouseman and taking receipts therefor could not invoke the protection afforded under applicable law).

Previously issued licenses will likely be vacated or materially restricted by the State in the next few days, in which case EGT will no longer be able to manage and operate pursuant to state law. Since the CRO has testified on numerous occasions before this Court that all economic activity for the Business Debtors runs through EGT and all financial data has been presented in consolidated fashion thus far, if EGT stops operating, so will EP and EB. In fact, the Business Debtors apparently saw the writing on the wall. As reported by "The Greenwood Commonwealth" on January 11, 2022, EFG has formally placed its employee base on notice they

should presume that their jobs with the Business Debtors will no longer be secure after January 28, 2022, specifically referencing the Worker Adjustment and Retraining Notification Act ("WARN"). Per the article, layoffs will begin January 28, 2022 and conclude by February 28, 2022 which coincidentally is also the default deadline for a 11 U.S.C. § 363 sale hearing to have occurred per the deadlines mandated by UMB Bank as part and parcel to its debtor-in-possession financing package offered and accepted by the Business Debtors per the recent DIP Motion. Moreover, key executives for the Business Debtors have recently resigned as announced by the CRO on January 19, 2022.

If the facts alleged by the State prove true, the Debtor never had any right to use the grain and grain proceeds in this case and the significance of the loss to All Moving Farmers and their production lenders, who have consistently resisted the continued crushing operations by Business Debtors will have proven to be extreme. As of the filing of this Joint Motion, it appears that the Debtor has, upon information and belief, burned through "cash collateral" exceeding \$70,000,000.00¹⁴...in less than 120 days. All Moving Farmers were fraudulently induced by EGT's representations that it was properly licensed and financially sound and, in reliance, shipped grain to EGT who had no legal right, power, or authority to receive grain for storage or sale. More than sufficient "cause" exists to convert the Business Debtors' present Chapter 11 "reorganizations" to Chapter 7 liquidations or alternatively to appoint a Chapter 11 Trustee so that this matter might have a precipitous end in an organized, *non-operating* section 363 sale. If the Business Debtors cease to operate and can no longer proceed as viable economic entities, they cannot effectuate nor consummate any meaningful plan of reorganization or liquidation ("Plan") prospectively filed in this matter. If the Business Debtors cannot operate legally, a CRO is no

¹⁴ Comprised of \$43,733,678.00 of "Aggregate Sales" of grain and grain products as well as "Disbursements (Operating)" of \$31,047,366.00 through January 14, 2022 per CRO's weekly report.

longer necessary and these cases should be administered by either a Chapter 7 or 11 Trustee to wind down the Debtor's business operations and conduct a sale of its assets for the benefit of all creditors to the Business Debtors' estates.

6. Section 1112(b)(1), Title 11 of the United States Code provides, in pertinent part, as follows:

Except as provided in paragraph (2) and subsection (c), on request of a party in interest, and after notice and a hearing, the court shall convert a case under this chapter to a case under chapter 7 or dismiss a case under this chapter, whichever is in the best interests of creditors and the estate, for cause unless the court determines that the appointment under section 1104(a) of a trustee or an examiner is in the best interests of creditors and the estate. (Emphasis added)

Section 1112(b)(4) further provides that "for cause" includes, *inter alia*, an "inability to effectuate substantial consummation of a confirmed plan," "substantial or continuing loss to or diminution of the [Business Debtors'] estate" and "the absence of a reasonable likelihood of rehabilitation." The Business Debtors and UMB Bank, the alleged largest secured creditor with purported liens encumbering all EGT's assets, have for some time been candid with this Court that a reorganization is not forthcoming, but that all roads lead to a potential sale of substantially all of the Business Debtors' assets to yet identified suitors who have...per the CRO's testimony to date...shown lukewarm interest, at best. Upon information and belief, no potential buyers are interested in the crushing operation for which the Business Debtors' and the CRO have justified holding the grain and grain proceeds hostage to the crushing operation since the Petition Date. In other words, there is no good will to protect, especially if those operations cannot legally continue. Apparently, in efforts to implement a lien "roll up" of any unencumbered pre- and post-petition assets not previously encumbered by its purported pre-petition liens, ensure that substantially all proceeds of any prospective sale of the Business Debtors' assets will be paid to its coffers and,

moreover, buy a release of effectively all claims the Business Debtors' estates has against it, UMB Bank has "agreed" to saddle the Business Debtors with an additional \$30 million of debt in the form of debtor-in-possession financing as more specifically outlined by the DIP Motion. Pursuant to its terms and conditions, the Business Debtors are required to meet certain milestones toward the sale of substantially all assets including the completion of a sale hearing by February 28, 2022. Since the terms of the DIP Motion further grant UMB Bank a lien on various Chapter 5 claims,¹⁵ any "post-sale Plan" would continue to benefit UMB Bank if its pre-petition liens and priority withstand scrutiny. Any post-sale "pot plan" would be nothing more than continued collection efforts for the benefit of UMB Bank...not the creditor body as a whole. Although this Court needs no further authority than that codified by 11 U.S.C. § 105 to determine whether sufficient "cause" exists to convert the Business Debtors' case to chapter 7 liquidations pursuant to 1112(b)(1) and (4), All Moving Farmers submit that sufficient cause has been shown as follows: 1.) the continuation of the Business Debtors' Chapter 11 "reorganization" for the benefit of but one creditor, 2.) EGT's licenses to operate under state law are the subject of serious investigation by the State as allegedly obtained by misrepresentations and/or fraud, thus resulting in EGT, and the

¹⁵ UMB Bank has consistently asserted in this matter that it is owed approximately \$70,000,000.00 which is secured by substantially all of EGT's assets. Pursuant to the DIP Motion, UMB Bank has agreed to loan the Debtor an additional \$30,000,000.00 which would increase the total owed to UMB Bank to approximately \$100,000,000.00. The CRO has been unable to quantify what the Business Debtors' assets to be worth, who or what is interested in buying them and, much less, what they are willing to pay. In any event, the record in this matter is completely devoid of any proof that any party is willing to pay \$70,000,000.00 for substantially all of the Debtor's assets...much less \$100,000,000.00. As such, there is no proof before this Court that a potential sale of the Business Debtors' assets will make UMB Bank whole, much less afford any monies to other parties in interest in this case who have asserted liens and interests in the grain and grain proceeds on which these cases have operated since the Petition Date. Moreover, as of January 19, 2022, according to the CRO's report, no potential suitor has been seriously interested in the grain crushing facility which leads to further doubt regarding why the crushing facility has continuously been pushed as a necessary operation for any sale under Section 363 since it appears to have little value as an ongoing operation from the perspective of potential buyers. Moreover, the CRO has consistently failed to investigate whether spot sales on the commodity market would have been more profitable than maintaining the crushing operation.

other Business Debtors through EGT operating illegally since June 2021 and under false pretenses to this Court, 3.) without valid Licenses, present management will be unable to manage and operate EGT consistent with state law as required by 28 U.S.C. § 959(b), 4) if the revenue stream of EGT is stopped by the State's revocation or suspension of Licenses, then all Business Debtors must suffer the same consequence given the prior admissions of a "common enterprise" operation; and 5.) the real and potential fraud perpetuated upon the Farmers both prior to and following the Petition Date is sufficient "cause" under 11 U.S.C. § 1112 to end this apparent exercise in asset recovery for the benefit of one creditor.

7. The Court on a find of cause must determine under 11 U.S.C. § 1112(b) whether the appointment of a chapter 11 trustee or examiner is in the best interests of the creditors and the estate over the alternative of conversion to chapter 7. Accordingly, the Court should appoint a chapter 11 trustee to administer any organized liquidation in chapter 11 at lesser cost to the estate or convert the Business Debtors' Chapter 11 proceedings to Chapter 7 liquidations "for cause" as contemplated by 11 U.S.C. 1112(b)(4) for the reasons set forth herein. Once converted, UMB Bank or any other allegedly secured creditor may seek relief from this Court to proceed with the liquidation of its collateral (except as restricted by the 557 Procedures Order), but the Business Debtors' pending Chapter 11 proceedings should no longer continue to be used as a mechanism to maximize the recovery on behalf of but one alleged creditor, or a hand-full of same, from assets that are not even likely to be property of the Business Debtors' purported estates.

7. For other good and sufficient reasons to be assigned at a hearing regarding this matter. All Moving Farmers expressly reserve the right to amend or otherwise supplement this Motion, either in written or oral form, up to and including any hearing regarding same.

WHEREFORE, All Moving Farmers respectfully request entry of an order granting the Motion, converting these cases to Chapter 7, and directing the appointment of a chapter 7 Trustee in accordance with the election rights under 11 U.S.C. §§ 701 and 702, or, alternatively appointing a Chapter 11 Trustee to wind down the Business Debtors' estates and cease operations in an organized and economical manner. All Moving Farmers pray for such other general and specific relief as this Court may deem just.

THIS, the 21st day of January, 2022.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I, D. Andrew Phillips, one of the attorneys for All Moving Farmers, do hereby certify that I have served on this date electronically via ECF, a true and correct copy of the above and foregoing pleading on all parties who are registered to receive electronic service in this case.

This, the 21st day of January, 2022.

/s/ D. Andrew Phillips
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