

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

**IN RE: EXPRESS GRAIN TERMINALS, LLC¹
Debtor**

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

**MOTION FOR POST-SALE USE OF CASH
COLLATERAL FOR WIND UP PURPOSES**

COMES NOW Express Grain Terminals, LLC (the “Debtor”) and files this its *Motion for Post-Sale Use of Cash Collateral for Wind Up Purposes* (the “Motion”), and in support thereof, would respectfully show as follows, to-wit:

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 1108². 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 [DK #1767].
4. The Court conducted a hearing in connection with the Business Debtors’ *Motion to Sell Substantially All of the Assets Owned by Express Grain Terminals, LLC, Free and Clear of Liens, Claims and Interests, with Liens Attaching to Proceeds of Sale, Outside the Ordinary Course of Business* (the “Sale Motion”) [DK #2024] on February 25, 2022. Various orders have already been

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

² Unless noted otherwise, all statutory references will be to Title 11 of the United States Code.

entered with respect to the sale of certain assets, and the order approving the sale of substantially all of the remaining assets upon which UMB Bank, N.A. (“UMB”) holds security interests is forthcoming. UMB was the highest and best bidder for assets upon which it holds liens and security interests, excluding accounts receivable, cash and inventory.

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 “Pre-Petition Grain”) by virtue of, among other reasons, their possession of documentation that constitute valid warehouse receipts and scale tickets under applicable law (collectively, the “Pre-Petition Grain Interest Holders”). While a small amount of Pre-Petition Grain remains undelivered, the vast majority of Pre-Petition Grain has either been sold or has been processed through the Debtor’s manufacturing operations and is in the form of cash, accounts receivable or finished goods/inventory. Accordingly, the proceeds from the use and sale of the Pre-Petition Grain may also be considered, at least in part, Cash Collateral.

6. By the Motion, the Business Debtors seek to use property that constitutes Cash Collateral under § 363. In addition, the Business Debtors need to continue to use Cash Collateral to execute the remaining provisions of the EGT Winddown Plan. A copy of the updated, proposed budget for the Winddown Plan is attached, incorporated by reference and marked as **Exhibit “A”**. In addition, UMB has agreed it will separately fund services and related “transition” costs that are being incurred as a result of the change of ownership of the assets UMB has purchased.

7. Business Debtors assert that an immediate need exists for the Business Debtors to use Cash Collateral to wind down essential operations, finish shipping grain that remains on site, finish selling, and then delivering, finished product/inventory and collection of accounts receivables,

among other wind down tasks. The failure of the Business Debtors' ability to use such Cash Collateral would immediately and irreparably harm the Business Debtors, their bankruptcy estates, and their Creditors.

8. 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* [DK #32], and the which has been amended and subsequently continued through January 28, 2022 (as amended, the "Cash Collateral Order"), and the *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* [DK #1787] (the "Final Cash Collateral Order"), entered in January 28, 2022, see Dkt. #s 120, 603, 643, 976, 1309, 1509, 1605, 1648, 1787, and 2544.

9. Good cause exists for the immediate entry of an order granting the Motion and the continued use of Cash Collateral and for the use of on site grain to continue to execute the EGT Winddown Plan and the expenses to be incurred in connection with Exhibit "A". There is sufficient adequate protection for creditors and parties-in-interest that will continue, all of which is set forth in prior orders involving the use of Cash Collateral. The additional adequate protection should be continued, because, among other things, the granting of the Motion will: (i) will enable the Business Debtors to continue the operation of their business, subject to the provisions of this Motion, 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 the remaining provisions of the EGT Winddown Plan and (iv) is in the best interests of the Debtors, their creditors, and their bankruptcy estates.

10. The Business Debtors shall continue their cash management system with UMB as previously established and executed and as previously approved.

11. UMB will be 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 Motion, any or all checks, drafts, wires or ACH Transfers drawn on such Bank Account.

12. Notwithstanding anything to the contrary herein, UMB will 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.

13. 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 **[DK #16]** 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 Motion to the contrary, the funds in the Non-UMB Reserve Accounts will not be transferred to UMB and such accounts will 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 will be 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 Motion to such financial institutions alerting them of the Motion.

14. Under prior Cash Collateral Orders, 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”.

15. The Business Debtors request the use of Cash Collateral and on site grain in connection with the Motion for payment of expenses listed in the budget attached as Exhibit “A” (the “Budget”) for the time period from March 11, 2022, to and including April 29, 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 orders of the Court. No salary will be paid to John Coleman.

16. The parties and interested creditors with interests in the Pre-Petition Grain and Cash Collateral are adequately protected with respect to the granting of rights as set forth herein, and the requirement that the Business Debtors agree to with respect to the use of Cash Collateral conditioned as follows:

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 an order of the 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 Rules. Nothing herein shall be deemed as consent by UMB or other Pre-Petition Grain Holders to a carveout for such fees. The Budget remains subject to the various adequate protection provisions set forth in the Final Cash Collateral Order.

b. **Replacement Liens.** Effective as of the Petition Date, UMB and the other Pre-Petition Grain Interest Holders will be granted replacement security interests in, and liens on, all property acquired post-petition of the Business Debtors and the Business Debtors' bankruptcy estates that is the same type of property that UMB and the other Pre-Petition Grain Interest Holders may respectively hold a pre-petition 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' pre-petition interests, liens and security interests in similar property.

c. **Automatic Perfection.** Any Replacement Lien 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 Pre-Petition Grain Interest Holders of, or over, any property subject to the Replacement Liens. UMB and the other Pre-Petition Grain Interest Holders are 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 Pre-Petition Grain Interest Holders from a demonstrated diminution in the value of their respective collateral positions from the Petition Date, then such parties are granted an administrative expense claim under § 503(b) with priority in payment under § 507(b) (“Lender Super Priority Claim”). In addition, to protect Pre-Petition Grain Interest Holders from a demonstrated diminution in the value of their property interests in the Pre-Petition 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 Motion 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, Pre-Petition Grain, Third- Party Proceeds (as defined below) and Pre-Petition Beans Proceeds (as defined below).

Further, nothing in this Motion 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 Pre-Petition Grain. For the avoidance of doubt, this Motion is without prejudice as to any agreements between the various parties with interests in the Pre-Petition Grain and Collateral. All such rights are expressly preserved. For the further avoidance of doubt, the entry of an order granting this Motion or the Debtors' use of Cash Collateral or Pre-Petition Grain shall not constitute a waiver or relinquishment of any ownership interests or other rights in the Pre-Petition 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 the order granting this Motion will waive, restrict, or prejudice 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 by this Motion is without prejudice to UMB or the other Pre-Petition Grain Interest Holders seeking further and other adequate protection to the extent it deems the same necessary and appropriate. Further, this Motion is without prejudice to (i) UMB or the other Pre-Petition 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 the order granting this Motion for cause,

including lack of adequate protection; (ii) the Business Debtors opposing such early termination; or (iii) UMB or other Pre-Petition Grain Interest Holders objecting to the further use of Cash Collateral and Pre-Petition 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 Pre-Petition Grain Interest Holders, on actual revenue and expenses for the prior week, sale and use of Pre-Petition Grain, the amount in the various segregated DIP Accounts, and such other reports as required by prior orders of the Court including, without limitation, the reporting related to the Pre-Petition Grain. The reporting shall be in a mutually agreeable form and should also apprise UMB and other Pre-Petition Grain Interest Holders on the Business Debtors' efforts to implement the remaining provisions of the EGT Winddown Plan. In addition, the CRO and his agents shall promptly advise UMB and all other Pre-Petition 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 Pre-Petition Grain Interest Holders as required by prior Interim Orders of this Court.

i. **Inspection and Access to Information.** Prior to the submission of this Motion, the Business Debtors voluntarily agreed to UMB's and certain other Pre-Petition 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 Pre-Petition 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 Pre-Petition Grain Interest Holders, and their respective professionals shall have the right at all reasonable times to audit, examine, and inspect Collateral and Pre-Petition Grain wherever located, along with any books and records related to Collateral, the Pre-Petition 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 the order granting this Motion.

j. **Sale and Use of Pre-Petition Grain.**

(1) **Pre-Petition Soybeans.** Business Debtors shall track the amount of Pre-Petition Grain sold and/or used in its soybean crush/refinement process. The soybean price associated with the Pre-Petition 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 sale³ of the soybeans at the Interim Established Price (collectively, the “Third-Party Proceeds”) shall be subtracted from the sale proceeds received post-petition by the Business Debtors from the sale of soybeans, bean meal, and/or oil (the “Pre-Petition 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 Motion shall prejudice any party or their claim to all or any portion of the Third-Party Proceeds or the Pre-Petition 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) **Pre-Petition Corn.** Starting effective November 5, 2021, and on a going forward basis, the proceeds from the sale of pre-petition corn (the “Pre-Petition 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 not, use the Pre-Petition 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 Pre-Petition Corn Proceeds.

(3) The Business Debtors shall provide weekly reports to the Pre-Petition Grain Interest Holders detailing the Pre-Petition Grain sold and/or used, the amount of Pre-Petition Beans Proceeds and Pre-Petition Corn Proceeds received, and the amount of Third Party Proceeds and Pre-Petition Corn Proceeds placed in the segregated DIP accounts. In addition,

³ Whether a sale has occurred by Express Grain’s crushing of the pre-petition grain is a contested legal issue in this bankruptcy case and all rights, claims, defenses, and arguments are reserved as to this issue.

within two business days after the entry of an order granting this Motion, the Business Debtors shall provide the Pre-Petition Grain Interest Holders with a (i) schedule of the Pre-Petition Grain and Post-Petition Grain that the Debtors anticipate using or selling during the Final Period, including the quantity and location of both Pre-Petition and Post-Petition Grain, and (ii) copies of the Business Debtors' contracts for the sale of products generated from the Debtors' use of Pre-Petition Grain and Post-Petition Grain.

(4) **Additional Revenue and Cash Segregation.** Effective as of January 25, 2022, and through April 29, 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 Motion.

(ii) "Third-Party Proceeds" shall continue to be calculated consistent with Paragraph (j)(1) of this Motion 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 post-petition 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.

(iv) 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 Motion 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.

(v) Notwithstanding further segregation of receipts and revenue as contemplated in this Motion, 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 Pre-Petition Bean Proceeds and Additional

Revenue Proceeds. Any funding necessary to maintain the Operating Reserve shall be paid, pro rata, from Pre-Petition 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 Motion 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.

17. The Business Debtors request 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 [DK #1767] be authorized by the Court. The CRO will 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 Pre-Petition 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 will have the powers during the Final Period as authorized in the Court's Memorandum Opinion and Order.

18. The provisions of this Motion are not intended to provide UMB and the other Pre-Petition 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 Motion, UMB and the other Pre-Petition 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.

19. The order granting this Motion shall expire and the Business Debtors’ right to use Cash Collateral and the Pre-Petition 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) April 29, 2022; (ii) the first business day after the date of the hearing on this Motion for the Debtor to use Cash Collateral and Pre-Petition Grain (and proceeds therefrom); (iii) the failure of the Business Debtors to comply with any provision of the order granting this Motion; (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 cessation of any operations of the Business Debtors; (vii) the termination of the CRO; (viii) the failure of the Business Debtors to receive Pre-Petition Bean Proceeds sufficient to cover the Third-Party Proceeds attributable to the use and/or sale of Pre-Petition Grain; and (ix) any material provision of the order granting this Motion for any reason ceases to be enforceable, valid, or binding upon the Business Debtors.

20. The Business Debtors request that to be effective, any waiver by UMB or the other Pre-Petition Grain Interest Holders of the provisions of this Motion or consent required under this Motion must be in writing, which includes electronic mail.

21. The Business Debtors request that the provisions of this Motion and the adequate protection granted herein, including the Replacement Liens, shall also extend to any cash or Pre-Petition Grain used by the Business Debtors subsequent to the Petition Date, but prior to entry of the order granting this Motion. However, nothing in this Motion is meant to ratify or authorize on a

nunc pro tunc basis any unauthorized payments on pre-petition 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 Motion authorizes the payment of pre-petition claims and the payment of any pre-petition claims shall be by separate order. This Motion is without prejudice to the Business Debtors requesting the authority for the payment of pre-petition claims, and any parties corresponding right to object to such a request.

22. The Business Debtors request that the provisions of the order granting this Motion shall be binding upon and inure to the benefit of UMB, the other Pre-Petition 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).

23. The Business Debtors request that the order granting this Motion become effective and enforceable upon approval and entry as an order of the Bankruptcy Court. If any provision of the order granting this Motion 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 the order granting this Motion 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 Pre-Petition Grain Interest Holders under the order granting this Motion, and the priority thereof, shall be binding (subject to the terms of the order granting this Motion) on the Business Debtors, their bankruptcy estate, any subsequent trustee or examiner, and all creditors of the Business Debtors.

24. 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 Pre-Petition Grain (to the extent not included in this Motion). Nothing in this Motion 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 Pre-Petition Grain (to the extent not included in this Motion). The extent of the Replacement Liens and super priority claims provided in this Motion 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 Pre-Petition Grain (to the extent not included in this Motion), and the secured status such claims or interests under § 506 (the "Cash Collateral Ruling"). UMB, the other Pre-Petition Grain Interest Holders, or the Debtors may seek or request a Cash Collateral Ruling in conjuncture with the enforcement of the order granting this Motion including an expedited ruling under § 557. Nothing in this Motion, 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.

25. This Motion is without prejudice to the various rights and remedies that UMB, the other Pre-Petition 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 Motion is without prejudice to any rights and defenses of the Business Debtors. The Business Debtors have not waived or relinquished any rights and defenses.

26. Other grounds to be assigned upon hearing hereof.

WHEREFORE, PREMISES CONSIDERED, Debtor respectfully prays that upon a hearing hereof, this Honorable Court will enter its order granting the Motion. Debtor prays for general relief.

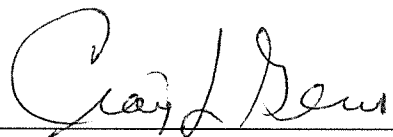
THIS, the 16th day of March, 2022.

Respectfully submitted,

EXPRESS GRAIN TERMINALS, LLC

By Its Attorneys,

LAW OFFICES OF CRAIG M. GENO, PLLC

By: 
Craig M. Geno

OF COUNSEL:

Craig M. Geno; MSB No. 4793
LAW OFFICES OF CRAIG M. GENO, PLLC
587 Highland Colony Parkway
Ridgeland, MS 39157
601-427-0048 - Telephone
601-427-0050 - Facsimile
cmgeno@cmgenolaw.com

N:\Firm Data\Users\Bankrupt\Express Grain Terminals, LLC\Pleadings\Cash Collateral\Mot for Post-Sale Use of CC 3-15-22.wpd

CERTIFICATE OF SERVICE

I, Craig M. Geno, do hereby certify that I have caused to be served this date, via electronic filing transmission and/or U. S. Mail, postage prepaid, a true and correct copy of the above and foregoing to the following:

Abigail M. Marbury, Esq.
abigail.m.marbury@usdoj.gov

Kristina M. Johnson, Esq.
kjohnson@joneswalker.com

R. Spencer Clift, III, Esq.
sclift@bakerdonelson.com

Kelli Norfleet, Esq.
kelli.norfleet@haynesboone.com

R. Franklin Childress, Jr., Esq.
fchildress@bakerdonelson.com

David W. Houston, IV, Esq.
dhouston@burr.com

Eric L. Johnson, Esq.
ejohnson@spencerfane.com

D. Andrew Phillips, Esq.
aphillips@mitchellmcnutt.com

J. Walter Newman, IV, Esq.
wnewman95@msn.com

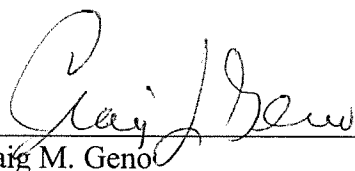
Jim F. Spencer, Jr., Esq.
jspencer@watkinseager.com

Derek Henderson, Esq.
derek@derekhendersonlaw.com

Mr. Dennis Gerard
dennis.gerrard@cr3partners.com

Eileen N. Shaffer, Esq.
eshaffer@eshaffer-law.com

THIS, the 16th day of March, 2022.



Craig M. Geno

DRAFT Wind Down Budget TSA

EGT DRAFT WIND DOWN/TSA CASH FCST									
Based on info provided by EGT									
	Week Ending: →								
	15	16	17	18	19	20	21	22	23
	4-Mar-22	11-Mar-22	18-Mar-22	25-Mar-22	1-Apr-22	8-Apr-22	15-Apr-22	22-Apr-22	29-Apr-22
Sales									
Corn	229,893	143,207	-	-	-	-	-	-	-
Soybean	-	-	1,443,920	-	-	-	-	-	-
Meal	397,112	2,762	-	-	-	-	-	-	-
Oils (Replaced Rice/land w/ barge sales)	1,448,089	1,270,675	363,050	-	-	-	-	-	-
Hulls	30,323	35,476	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-
Aggregate Sales	2,105,417	1,452,121	1,806,970	-	-	-	-	-	-
Receipts									
A/R Receipts	3,113,212	3,143,323	2,105,417	1,452,121	1,658,169	-	-	-	-
Other Receipts	1,043,331	-	-	194,301	35,376	65,754	148,319	155,158	-
Retainer Application	-	-	-	-	-	-	-	33,971	181,029
Total Receipts	4,156,544	3,143,323	2,105,417	1,646,422	1,693,545	65,754	148,319	189,129	181,029
Disbursements (Operating)									
Overhead & Taxes	(10,657)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
Salaries Payroll & Payroll Tax	(90,402)	(95,801)	(67,237)	(14,851)	(40,212)	(14,851)	(36,462)	(14,224)	(37,546)
Operational Contractors	(23,043)	(5,000)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)
Health, Dental, Life, 401K	(40,615)	(8,000)	(3,300)	(1,500)	(25,000)	(5,000)	(2,500)	(5,000)	(10,000)
Electric	(5,164)	-	(116,545)	-	-	(116,545)	-	-	(116,545)
Natural Gas	-	-	-	-	-	-	-	-	-
Propane & Hexane	-	-	-	-	-	-	-	-	-
Diesel	(1,687)	(3,580)	-	-	-	-	-	-	-
Farmers	-	-	-	-	-	-	-	-	-
Trucker Freight	(72,705)	(115,538)	(25,000)	-	-	-	-	-	-
Property and Casualty Insurance	(63,967)	(110,000)	-	-	-	-	(150,000)	-	-
Professional Fees	-	-	-	-	-	-	-	-	-
Facility Repairs & Maintenance	(46,643)	(5,000)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)	(2,500)
Assumed critical vendor and contingency	(3,023,135)	(1,609,778)	(1,799,013)	(1,594,846)	(1,460,108)	393,142	164,343	(159,905)	(6,939)
Est. Corn, Oil, Meal, Hull sale receipts to be segregated	-	-	-	-	-	-	-	-	-
Reserve for Hedge Position	-	-	-	-	-	-	-	-	-
Record Retention	-	-	(25,000)	-	-	-	-	-	-
Disbursements (Operating) Total	(3,378,018)	(1,957,697)	(2,046,095)	(1,621,197)	(1,535,320)	246,746	(34,619)	(189,129)	(181,029)
Net Operating Cash Flow	778,525	1,185,626	59,322	25,225	158,225	312,500	113,700	-	-
Disbursements (Non-Operating)									
Interest / Bank Fees	(982)	-	(7,847)	-	-	-	-	-	-
U.S. Trustee Fees	-	-	-	-	-	(250,000)	-	-	-
Other Bank Fees (Letters of Credit)	-	-	-	-	-	-	-	-	-
Cap Ex	-	-	-	-	-	-	-	-	-
Chapter 11 Professional Fees	-	(307,024)	(51,475)	(25,225)	(158,225)	(62,500)	(113,700)	-	-
Disbursements (Non-Operating) Total	(982)	(307,024)	(59,322)	(25,225)	(158,225)	(312,500)	(113,700)	-	-
Net Cash Flow	777,544	878,603	(0)	-	-	-	-	-	-
Beginning Cash Balance (Book)	2,137,185	1,871,397	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000	2,750,000
Net Cash Flow (+/-)	777,544	878,603	(0)	-	-	-	-	-	-
Adjustment (bank to book or other)	(1,043,331)	-	-	-	-	-	-	-	-
Ending Available Cash Balance (Book)	1,871,397	2,750,000	2,750,000	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
(2) Segregated oil, meal and hull bean balance	24,930,642	37,255,067	38,824,187	39,535,507	39,535,507	39,535,507	39,535,507	39,535,507	39,535,507
(3) Excess proceeds segregation account	10,766,682	-	-	740,318	2,200,426	1,807,284	1,642,942	1,802,847	1,809,785
(4) Segregated corn proceeds	5,225,044	5,276,679	5,506,572	5,649,780	5,649,780	5,649,780	5,649,780	5,649,780	5,649,780
(5) Segregated Wedbush account proceeds (wired to Genro's acct)	1,043,331	1,043,331	1,043,331	1,043,331	1,043,331	1,043,331	1,043,331	1,043,331	1,043,331

EXHIBIT "A"