

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
ABERDEEN DIVISION**

In re:	)	
	)	
EXPRESS GRAIN TERMINALS, LLC,	)	Case No. 21-11832-SDM
	)	
Debtor.	)	Chapter 11
	)	Jointly Administered

**MOTION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM**

COMES NOW Borton, LC (“**Borton**”) by and through counsel, and files this *Motion for Allowance of Administrative Expense Claim* (the “**Motion**”). In support hereof, Borton shows as follows:

1. Borton was party to two (2) related pre-petition executory contracts with the Debtor – a Construction Services Contract and a Materials Contract – for construction of grain storage and related facility improvements at its Greenwood, Mississippi, facility. These contracts are attached as Exhibits “A” and “B”, respectively.

2. As of the petition date, Borton was owed \$141,904.22 for unpaid amounts owed under the Contracts as set forth in its Proof of Claim filed herein. *See* Claim No. 83 in Claims Register.

3. Borton was not advised of the Debtor’s bankruptcy filing and continued to perform its obligations under the Contracts from and after the petition date in good faith and in conformity with the project plans.

4. Eventually, through CR3 Partners, Borton was advised of the bankruptcy filing and requested to continue construction under the Contracts pursuant to which it would receive

payments from the Debtor on a weekly basis for work performed. Borton was not timely or fully paid as represented. Borton incurred a total of \$246,418.91 (the “**Admin Claim Amount**”) for work performed and materials provided under the Contracts post-petition for which it was not paid. *See* Exhibit “C” comprised of Post-Petition Invoices.

5. These amounts were reasonable and necessary to performance of the Contracts and to completion of the project for which Borton was engaged and obligated to perform.

6. Borton terminated the Contracts on or around November 1, 2021, after it was advised that it would not be paid any additional amounts for any post-petition work already performed or to be performed, and the Debtor did not seek to assume the Contracts and cure the defaults thereunder.

7. Borton is entitled to allowance of an administrative claim in the Admin Claim Amount pursuant to § 503(b)(1)(A) for actual costs incurred in preserving and enhancing property of the estate through its performance of the Contracts after the petition date. Borton’s administrative claim should be afforded priority under § 507(a)(2).

WHEREFORE, PREMISES CONSIDERED, Borton respectfully requests this Court enter an Order granting its Motion and allowing its administrative claim in the Admin Claim Amount as requested herein and that the Court grant any other relief this Court deems necessary and proper.

THIS the 28th day of March, 2022.

Respectfully submitted,

**BORTON, LC**

By: /s/ Douglas C. Noble

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**CERTIFICATE OF SERVICE**

I do hereby certify that the foregoing pleading was filed electronically through the Court's CM/ECF system and served electronically on all parties enlisted to receive service electronically

SO CERTIFIED, this the 28th day of March, 2022.

/s/ Douglas C. Noble