

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

ANSWER AND RESPONSE TO MOTION FOR ALLOWANCE  
AND IMMEDIATE PAYMENT OF CLAIMS FOR  
ADMINISTRATIVE EXPENSES PURSUANT TO 11 U.S.C. § 503(b)

COMES NOW Express Grain Terminals, LLC (the “Debtor”), and files this its Answer and Response to the *Motion for Allowance and Immediate Payment of Claims for Administrative Expenses Pursuant to 11 U.S.C. § 503(b)* (the “Motion”) [DK #2616], filed herein by Riceland Foods, Inc. (“Riceland”), and would respectfully respond as follows, to-wit:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Debtor admits execution of the contracts and that they speak for themselves.
6. Debtor denies the legal conclusions contained in Paragraph 6 of the Motion but admits it has not made payment to Riceland.
7. Admitted.
8. Admitted as to what Riceland asserts; denied as to Debtor’s liability for administrative expenses for claims outlined in Paragraph 8 of the Motion.
9. Debtor admits the noted authority speaks for itself.
10. Debtor admits the noted authority speaks for itself.

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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, Case No. 21-11835-SDM.

11. Debtor denies the allegations, inferences and conclusions contained in Paragraph 11 of the Motion.

12. Debtor denies the allegations, inferences and conclusions contained in Paragraph 12 of the Motion in that the “goods” were not all received within twenty (20) days before the Petition Date.

13. Debtor denies the allegations, inferences and conclusions contained in Paragraph 13 of the Motion.

14. Debtor denies the allegations, inferences and conclusions contained in Paragraph 14 of the Motion.

15. Debtor denies the allegations, inferences, conclusions and “requests” contained in Paragraph 15 of the Motion. Affirmatively, there are no cash proceeds in this case that are not subject to prior liens and interests of various creditors and claimants. Accordingly, there are no funds for “immediate” payment to Riceland even if its claims are granted (which they should not be). And, there may never be funds that are free and clear of liens, claims and prior interests that are ahead of any claim Riceland may be granted.

16. Debtor denies the allegations, inferences, conclusions and reserves contained in Paragraph 16 of the Motion. Riceland should (and has) assert all such claims in the Motion.

17. Debtor denies the allegations, inferences, conclusions and reservations contained in Paragraph 17 of the Motion.

**Last Unnumbered Paragraph**

Debtor denies that Riceland is entitled to an administrative expense claim in the sum requested or for any further amount; in the event the Court sees fit to grant any part of the Motion, the Debtor cannot make “full” payment of those claims, or any payment for that matter and may

never be able to make such payment because of prior claims and interests that are "ahead" of Riceland.

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

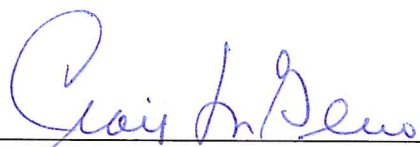
THIS, the 25<sup>th</sup> day of April, 2022.

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**

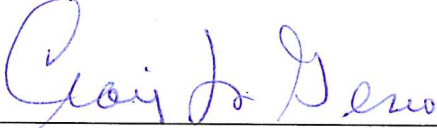
I, Craig M. Geno, do hereby certify that I have caused to be served this date, via email transmission and/or electronic filing transmission, a true and correct copy of the above and foregoing pleading to the following:

Abigail M. Marbury, Esq.  
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Samuel T. Waddell, Esq.  
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Glenn E. Glover, Esq.  
gglover@bradley.com

THIS, the 25<sup>th</sup> day of April, 2022.

  
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Craig M. Geno