

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

<p>In re:</p> <p>John Coleman,</p> <p style="text-align: center;">Debtor.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Case No. 21-11833-SDM</p> <p>Chapter 11</p>
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UMB BANK, N.A.’S ATTACHMENT TO AMENDED PROOF OF CLAIM

ITEMIZED STATEMENT OF CLAIM

Principal Revolving Note	\$35,206,481.12
Pre-petition interest on Revolving Note	\$105,862.98
Principal on Term Note	\$33,250,000
Pre-petition interest on Term Note	\$116,138.56
Overdraft Liability	\$1,865,471.24
Pre-Petition Attorneys’ Fees	\$45,174.80
Total Pre-Petition Liability	\$70,589,128.70
Total Pre-Petition Liability	\$70,589,128.70
Less 557 Settlement Payment	(\$10,402,816.40)
Less Credit Bid	(\$24,418,641.36)
Amended Claim Amount	\$35,802,824.72

MISCELLANEOUS

1. Debtor John Coleman (“Debtor”) has guaranteed the debt that Express Grain Terminals, LLC (“EGT”), Express Biodiesel, LLC (“EB”), and Express Processing, LLC (“EP,” and collectively with EGT and EB, the “Business Debtors”) owe to UMB Bank, N.A. (“UMB”). UMB extended loans to the Business Debtors as evidenced by, among other things,:
 - a. an Amended and Restated Revolving Note dated December 17, 2020 in the original principal amount of \$40,000,000.00; and

b. an Amended and Restated Term Note dated December 17, 2020 in the original principal amount of \$35,000,000.00.

2. Copies of the notes, loan agreement, and amendments to the loan agreement for these loans to the Business Debtors were attached as exhibits to UMB's original claim, filed as Claim No. 11-1, and are incorporated herein by reference and available upon request.

3. Debtor guaranteed repayment of the Business Debtors' indebtedness to UMB by executing and delivering the Third Amended and Restated Guaranty Agreement dated May 7, 2018. A copy of the guaranty was attached as exhibits to UMB's original claim, filed as Claim No. 11-1, and is incorporated herein by reference and available upon request.

4. The auction of substantially all of the Business Debtor's assets took place on February 25, 2022 (the "Auction"). At the Auction, UMB ultimately submitted the highest and best bid for all of Debtor's assets for which it asserted a lien in the amount of \$25,000,000 (the "Purchase Price"). On April 11, 2022, the Court entered its Order Granting 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 [Doc. 2708] (the "Sale Order") confirming the UMB bid. The Purchase Price had a cash and credit component. The credit component of the Purchase Price was \$24,418,641.36. The subject sale has since closed and the credit bid component of the Purchase Price has since been applied to the Business Debtors' outstanding prepetition indebtedness as set forth in the above Itemized Statement of Claim.

5. After significant litigation in the Business Debtors' bankruptcy cases, and as part of a settlement under section 557 of the Bankruptcy Code, UMB has received an initial payment of \$10,402,816.40 in settlement of its claims against grain and related assets held by EGT (the "557 Payment"). The 557 Payment has since been applied to the Business Debtors' outstanding

prepetition indebtedness as set forth in the above Itemized Statement of Claim included herewith. Certain aspects of the 557 proceeding remain pending (including potential further adjustment of the settlement amount to UMB) and UMB reserves its rights to further amend this proof of claim upon completion of the same.

6. UMB may have other claims against Debtor, including claims for fraud or in the nature of fraud based on the fraudulent misrepresentations Debtor made to UMB, as described in UMB's complaint against Debtor in the adversary proceeding pending as *UMB Bank N.A. v. Coleman*, Adv. No. 22-01001 for which UMB has received judgment in its favor..

7. By executing and filing this Proof of Claim, UMB does not waive or limit any right or rights with respect to any claim it has or may have against the Debtor or any other person or entity. This Proof of Claim is made without prejudice to the filing by UMB of additional proofs of claim with respect to any other indebtedness, liability, or obligation of the Debtor to UMB, and UMB reserves its rights to amend and/or supplement this Proof of Claim.

8. The execution and filing of this Proof of Claim, and any subsequent amendment hereof, appearance, pleading, claim or suit is not intended to be, and should not be construed as, (a) a waiver of UMB's right to assert that 28 U.S.C. § 157(b)(2)(C) is unconstitutional; (b) a waiver of the right of UMB to have final orders in non-core matters or matters implicated by the *Stern v. Marshall* line of cases entered only after de novo review by a District Court judge; (c) a waiver of the right of UMB to trial by jury in any proceeding so triable; (d) a waiver of the right of UMB to have the reference withdrawn by the District Court for any matter involving UMB, or to assert that the reference has already been withdrawn; or (e) a waiver of any other rights, claims, actions, defenses, set-offs, or recoupments to which UMB is or may be entitled under the loan documents,

in law or in equity, all of which rights, claims, actions, defenses, set-offs, and recoupments UMB expressly reserves.