


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE		REGULAR MAIL: BMC GROUP, INC. ATTN: AGFEED USA, LLC CLAIMS PROCESSING PO BOX 3020 CHANHASSEN, MN 55317-3020 MESSENGER/OVERNIGHT DELIVERY BMC GROUP, INC. ATTN: AGFEED USA, LLC CLAIMS PROCESSING 18675 LAKE DRIVE EAST CHANHASSEN, MN 55317		PROOF OF CLAIM / REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE	
Name of Debtor: <u>AgFeed Industries, Inc.</u>		Case Number: <u>13-11762</u>		COURT USE ONLY <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>Protiviti, Inc.</u>					
Name and address where notices should be sent:  32353330002112 PROTIVITI INC ATTN: MICHAEL ATKINSON 1 EAST PRATT ST., STE. 800 BALTIMORE, MD 21202 <u>410-454-6836</u> <u>michael.atkinson@protiviti.com</u>		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> RECEIVED OCT 15 2013 BMC GROUP </div> <div style="margin-left: 20px; text-align: right;"> <u>173,307.76</u> <u>20,109.11</u> interest <u>193,416.87</u> total </div>			
Telephone number: _____ email: _____ Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____					
1. Amount of Claim as of Date Case Filed: \$ <u>193,416.87</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. If all or part of the claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete item 6. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.					
1a. Amount of Administrative Claim (see Definitions) solely with respect to AgFeed USA, LLC or any other Debtor (excluding Debtor AgFeed Industries, Inc.) arising from the period from July 15, 2013, through September 12, 2013: \$ _____ (See instruction #1a)					
2. Basis for Claim: <u>Services Provided</u> (See instruction #2)					
3. Last four digits of any number by which creditor identifies debtor: _____		3a. Debtor may have scheduled account as: _____ (See instruction #3a)		3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)					
Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount of Unsecured: \$ _____					
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.					
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)()	
Amount entitled to priority: \$ _____					
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.					
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): _____ (See instruction #6)					



7. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim (See instruction #7) *See attached*

8. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: *See attached.*

9. Signature: (See instruction #9)

Check the appropriate box.

☒ I am the creditor.

☐ I am the creditor's authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent.

(See Bankruptcy Rule 3004.)

☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to best of my knowledge, information, and reasonable belief.

Print Name: Jason Crockett

Title: Director

Company: Protiviti Inc.

Address and telephone number (if different from notice address above):

(Signature)

(Date)

410-454-6866

Telephone number:

Jason.Crockett@protiviti.com
email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the debtor's full name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

AgFeed USA, LLC	13-11761
AgFeed Industries, Inc.	13-11762
Genetics Land, LLC	13-11776
Genetics Operating, LLC	13-11769
Heritage Farms, LLC	13-11767
Heritage Land, LLC	13-11768
M2P2 AF JV, LLC	13-11774
M2P2 Facilities, LLC	13-11770
M2P2 General Operations, LLC	13-11772
MGM, LLC	13-11771
Midwest Finishing, LLC	13-11775
New Colony Farms, LLC	13-11766
New Colony Land Company, LLC	13-11773
New York Finishing, LLC	13-11764
Pork Technologies, LC	13-11765
TS Finishing, LLC	13-11763

If your claim is against multiple Debtors, complete a separate form for each Debtor.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP 2002(g)).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5, and 6. Check the box if interest or other charges are included in the claim.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optical 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the Claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a):

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9):

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

8. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

AgFeed Global Outstanding Invoices
as of July 22, 2013

#	Invoice Date	Invoice #	Associated SOW(s)	Original Invoice Amt	Outstanding Amt (7/22)
1	5/14/2012	123788	Exhibit C	\$ 45,890.58	\$ 36,225.99
2	9/5/2012	129367	Exhibit D	\$ 53,670.83	\$ 32,202.43
3	11/29/2012	133667	Exhibit B	\$ 19,747.83	\$ 19,747.83
4	2/21/2013	138090	Exhibit B	\$ 41,345.74	\$ 41,345.74
5	3/28/2013	M139722-32-52	Ex. B, D, E, F	\$ 43,785.77	\$ 43,785.77

\$ 173,307.76

Principal
Outstanding

Petition Date	Pre-Petition Days Outstanding	Monthly Interest Rate	Daily Interest Rate	Simple Interest Accrual %	Simple Interest Accrual \$	TOTAL AMOUNT DUE
7/15/2013	427	1.50%	0.05%	21.06%	\$ 7,628.30	\$ 43,854.29
7/15/2013	313	1.50%	0.05%	15.44%	\$ 4,970.64	\$ 37,173.07
7/15/2013	228	1.50%	0.05%	11.24%	\$ 2,220.41	\$ 21,968.24
7/15/2013	144	1.50%	0.05%	7.10%	\$ 2,936.11	\$ 44,281.85
7/15/2013	109	1.50%	0.05%	5.38%	\$ 2,353.64	\$ 46,139.41

\$ 20,109.11

Interest Accrued
to 7/15/2013

\$ 193,416.87

Total Due at
Petition Date

Post-Petition Daily Interest Accrual	Post-Petition Daily Interest Accrual
\$ 17.86	\$ 17.86
\$ 15.88	\$ 15.88
\$ 9.74	\$ 9.74
\$ 20.39	\$ 20.39
\$ 21.59	\$ 21.59
\$ 85.47	\$ 85.47

DEBIT NOTE

protiviti²
Risk & Business Consulting,
Internal Audit

AgFeed Industries, Inc.
Rm. A1001-1002, Tower 16
Hengmao Int'l Center, 333 S. Guangchang Rd.
Nanchang Jiangxi 330003
China

ATTN: Mr. Edward Pazdro

Payment Term : NET 10 DAYS

Page : 1
Invoice Date : May 14, 2012
Invoice Number : 123788
Client Code : AGF004

Including half business tax of USD1,298

Line	Project	Description	Amount (USD)
1	00026506	Professional Fees	39,456.00
2	00026506	Out-of-pocket Expenses	6,434.00
Total amount			\$45,890.00

TOTAL AMOUNT DUE (in USD)	\$45,890.00
TOTAL AMOUNT DUE (in RMB) (Exchange rate CNY/USD 6.3256)	¥ 290,282.00

RETURN THIS PORTION WITH YOUR PAYMENT

Please remit to: China Merchants Bank Shanghai Branch
Bank Address: No. 398 Huai Hai Zhong Road
Shanghai 200020, China
Account Name: Protiviti Shanghai Co., Ltd.
Account No (CNY): 212280246810001
Account No (USD): 212280246832001
SWIFT Code: CMBCCNBS051

Make cheque payable to: Protiviti Shanghai Co., Ltd.
Mail Payment to: Protiviti Shanghai Co., Ltd.
26/F Central Plaza
No. 381 Huai Hai Zhong Road
Shanghai 200020
China

AgFeed Industries, Inc.
Rm. A1001-1002, Tower 16
Hengmao Int'l Center, 333 S. Guangchang Rd.
Nanchang Jiangxi 330003
China

Invoice Number: 123788
Total Amount Due (in USD): \$45,890.58

Please reference the invoice number on your cheque or bank transfer payment.
Protiviti Telephone: (86 10) 8515 1233 | Fax: (86 21) 6391 5598

Invoice

CLAY MARSHALL

AgFeed Industries, Inc.
744 HORIZON COURT
SUITE 350
GRAND JUNCTION, CO 81506

Payment Term : Due on Receipt

Page : 1
Invoice Date : 09/05/12
Invoice : 129367
Client Code : AGF004
Tax Id Number : 04-3661951

For billing questions, please call:
Christopher Payne
(314) 656-1700

Billing for global professional fees and expenses incurred from 07/01 - 08/31/2012 for
time incurred associated with responding to SEC subpoena.

Line	Project	Description	Fees
1	00029125	Protiviti Professional Fees	19,075.00
2	00029125	Legal / Contractor Fees	34,595.83
TOTAL AMOUNT DUE			\$ 53,670.83

Please forward payment to:
Protiviti
12269 Collections Center Drive
Chicago, IL 60693

RETURN THIS PORTION WITH YOUR PAYMENT

Please wire funds to: Bank of America

Make check payable to: Protiviti

Please reference Acct # 12331-03129 and routing # 026009593

Mail Payment to : 12269 Collections Center Drive
Chicago, IL 60693

Important Note : By selecting the wire transfer payment method, you agree to accept
the processing & transaction fees charged by Bank of America relating to this wire transfer.

CLAY MARSHALL

Invoice Number: 129367

AgFeed Industries, Inc.
744 HORIZON COURT
SUITE 350
GRAND JUNCTION, CO 81506

Total Amount Due: \$ 53,670.83

Please reference the invoice number on your check or wire transfer payment.

Invoice

Gerry Daignault

AgFeed Industries, Inc.
100 BLUEGRASS COMMONS RD
Suite 3310
HENDERSONVILLE, TN 37075

Payment Term : Due on Receipt

Page : 1
Invoice Date : 11/29/12
Invoice : 133667
Client Code : AGF004
Tax Id Number : 04-3661951

For billing questions, please call:
Christopher Payne
(314) 656-1700

Billing from 07/01 - 11/15/2012 for Professional fees and out of pocket expenses incurred
on the Global SOX Effort.

Line	Project	Description	Fees
1	00025786	Professional Fees	16,440.00
2	00025786	Expenses	3,307.83
TOTAL AMOUNT DUE			\$ 19,747.83

Please forward payment to:
Protiviti
12269 Collections Center Drive
Chicago, IL 60693

RETURN THIS PORTION WITH YOUR PAYMENT

Please wire funds to: Bank of America

Make check payable to: Protiviti

Please reference Acct # 12331-03129 and routing # 026009593

Mail Payment to : 12269 Collections Center Drive
Chicago, IL 60693

Important Note : By selecting the wire transfer payment method, you agree to accept
the processing & transaction fees charged by Bank of America relating to this wire transfer.

Gerry Daignault

Invoice Number: 133667

AgFeed Industries, Inc.
100 BLUEGRASS COMMONS RD
Suite 3310
HENDERSONVILLE, TN 37075

Total Amount Due: \$ 19,747.83

Please reference the invoice number on your check or wire transfer payment.

Invoice

Gerry Daignault

AgFeed Industries, Inc.
100 BLUEGRASS COMMONS RD
Suite 3310
HENDERSONVILLE, TN 37075

Payment Term : Due on Receipt

Page : 1
Invoice Date : 02/21/13
Invoice : 138090
Client Code : AGF004
Tax Id Number : 04-3661951

For billing questions, please call:
Christopher Payne
(314) 656-1700

Billing from 11/16/2012 - 2/15/2013 for Professional fees and out of pocket expenses
incurred on the Global SOX Effort for 2012 and 2013.

Line	Project	Description	Fees
1	00025786	Professional Fees	37,696.25
2	00025786	Expenses	3,649.49
TOTAL AMOUNT DUE			\$ 41,345.74

Please forward payment to:
Protiviti
12269 Collections Center Drive
Chicago, IL 60693

RETURN THIS PORTION WITH YOUR PAYMENT

Please wire funds to: Bank of America

Make check payable to: Protiviti

Please reference Acct # 12331-03129 and routing # 026009593

Mail Payment to : 12269 Collections Center Drive
Chicago, IL 60693

Important Note : By selecting the wire transfer payment method, you agree to accept
the processing & transaction fees charged by Bank of America relating to this wire transfer.

Gerry Daignault

Invoice Number: 138090

AgFeed Industries, Inc.
100 BLUEGRASS COMMONS RD
Suite 3310
HENDERSONVILLE, TN 37075

Total Amount Due: \$ 41,345.74

Please reference the invoice number on your check or wire transfer payment.

Invoice

Gerry Daignault

AgFeed Industries, Inc.
100 BLUEGRASS COMMONS RD
Suite 3310
HENDERSONVILLE, TN 37075

Payment Terms : NET 10 DAYS

Page : 1
Invoice Date : 03/27/13
Invoice Number : M139722-32-52
Client Code : AGF004
Tax ID Number : 04-3661951

For billing questions, please call:
Christopher Payne
(314) 656-1700

Billing from 2/16 - 3/15 for Professional fees and out of pocket expenses incurred on the
Global SOX and SEC Subpoena response efforts for 2013.

Line	Project	Description	Fees
1	00025786	Professional Fees	4,447.50
2	00025786	Expenses	801.20
3	00031983	Professional Fees	33,308.75
4	00031983	Expenses	2,828.32
5	00029125	Professional Fees	2,400.00
TOTAL AMOUNT DUE			43,785.77

Please forward payment to:
Protiviti
12269 Collections Center Drive
Chicago, IL 60693

RETURN THIS PORTION WITH YOUR PAYMENT

Please wire funds to: Bank of America

Make check payable to: Protiviti

Please reference Acct # 12331-03129 and routing # 026009593

Mail Payment to: 12269 Collections Center Drive
Chicago, IL 60693

Important Note: By selecting the wire transfer payment method, you agree to accept
the processing & transaction fees charged by Bank of America relating to this wire transfer.

Gerry Daignault

Invoice Number: M139722-32-52

AgFeed Industries, Inc.
100 BLUEGRASS COMMONS RD
Suite 3310
HENDERSONVILLE, TN 37075

Total Amount Due: 43,785.77

Please reference the invoice number on your check or wire transfer payment.

TIME RECEIVED
April 11, 2011 8:37:52 AM PDT

REMOTE CSID
3146561700

DURATION
230

PAGES
9

STATUS
Received

04/11/2011 10:13 3146561700

PROTIVITI

PAGE 01

Protiviti – Standard Master Agreement

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT, dated as of April 4, 2011, is by and between PROTIVITI INC., a Delaware corporation ("Protiviti"), and AGFEED INDUSTRIES, INC ("Client").

WHEREAS, Protiviti is in the business of providing internal audit, risk assessment, staff augmentation and consulting services; and

WHEREAS, Client desires to engage Protiviti with respect to such services and may desire to engage Protiviti from time to time for additional services;

THEREFORE, the parties hereto agree as follows:

Agreement

This Master Services Agreement, including the terms and conditions set forth in Attachment I, all exhibits referenced herein and attached hereto, and each Statement of Work (as defined below) (collectively, the "Agreement") represents the entire agreement between Protiviti and Client regarding the engagement to which a Statement of Work refers, supersedes all other oral, written or electronic communications between the parties concerning the subject matter thereof, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. The term "hereunder" shall mean this entire Agreement as a whole unless reference to a specific section of this Agreement is made. In the event of conflict between any Statement of Work and this Agreement (excluding such Statement of Work), the terms set forth in this Agreement shall govern unless the parties specifically agree otherwise in such Statement of Work.

Statements of Work

All services that Protiviti shall provide under this Agreement shall be memorialized in a statement of work substantially in the form attached hereto as Exhibit A, which, when fully executed by both parties, shall be incorporated herein and become part of this Agreement as though fully set forth herein (each a "Statement of Work"). Each Statement of Work will include a description of Protiviti's services (the "Services"), a summary of Protiviti's approach, a list of the key tasks, a description of the Deliverables (as defined below), if any, a list of Client's obligations, a description of the project staffing and the names of the engagement team leaders, fees for Services and the stipulated level of involvement by Client personnel. Client acknowledges that Protiviti's work is highly dependent on the availability of Client's personnel, Client's contractors and other factors beyond the control of Protiviti. Protiviti will use commercially reasonable efforts to assist Client in meeting any stated deadlines but Client acknowledges that despite these efforts, due to, among other things, the factors noted above, any stated deadlines and timelines may not be met. Periodically, Protiviti may adjust its fees to reflect pricing changes and rate modifications associated with customary promotions of engagement personnel. Such changes will be communicated to Client in a timely manner and will apply to Client after such notice. Any such changes to pricing would be mutually agreed to in writing by Client and Protiviti before taking effect. Client shall be responsible for payment of all taxes and any related interest and/or penalties resulting from any payments made or Services rendered hereunder, other than any taxes based on Protiviti's net income. Payment is due upon receipt of invoice. Should any invoice remain unpaid by Client for more than thirty (30) days, interest shall be paid at a rate equal to the lower of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law.

interest
accrual
7.

"Deliverables" means literary works or other works of authorship (such as documentation, reports and similar works) that Protiviti is required to deliver to Client as part of the Services. In each case as specifically set forth in the Statement of Work as Deliverables. All Deliverables will be prepared solely for the use of Client's management, employees and directors. The Deliverables may not be relied upon for any purpose by any third party without the prior written consent of Protiviti. Each party grants only the licenses and rights specified in this Agreement. No other rights or licenses (including, but not limited to, licenses or rights under patents) are granted either directly, by implication or otherwise.

Protiviti - Standard Master Agreement

PROTIVITI INC.

By:


Nancy C. Pechloff
Managing Director

Date: 04/07/2011

AGFEED INDUSTRIES, INC

By:


Ed Pardo
Chief Financial Officer

Date:

ATTACHMENT I

**Terms and Conditions to Master Services Agreement Dated as of April 4, 2011 Between
AgFeed Industries, Inc. ("Client") and PROTIVITI INC. ("Protiviti")**

1. **Client Responsibility.** Client acknowledges that the achievement of any policy, process, model, system or risk management practice depends not only on the design and implementation, but also on the quality, experience and continuity of personnel involved, the diligent ongoing execution of any such policy, process, model, system or risk management practice, and appropriate modifications as changing conditions warrant. Client understands and accepts responsibility for all decisions related to, and implementation and ongoing modification of, policies, processes, models, systems and risk management practice assessments, methods and assumptions, if any, developed in the course of the Statement of Work.

All Deliverables are based upon information made available by Client to Protiviti as of the date such Deliverables are provided to Client. Protiviti has no obligation to update any Deliverable.

In addition, the ultimate responsibility as to the accuracy and sufficiency of Protiviti's approach and the specific scope of Protiviti's work and the nature, extent and timing of Protiviti's procedures performed, in each case, rests with the Client (e.g., Chief Audit Executive, management and the Audit Committee).

2. **Responsibility for Internal Controls.** Client is solely responsible for establishing and maintaining its own effective internal control system, record keeping, management decision-making and other management functions. Client shall be fully and solely responsible for (i) applying independent business judgment with respect to the Services and the Deliverables, (ii) making any implementation decision related thereto, and (iii) determining further courses of action with respect to any matters addressed in any Deliverable or Service.
3. **Regulated Activity.** Client understands that Protiviti is not a public accounting firm and does not issue opinions on financial statements or offer any attestation services. To the extent required by applicable law (e.g., the U.S. Securities Exchange Act of 1934 and U.S. Securities and Exchange Commission regulations (referred to collectively as the "SEC Rules")), Client (i) acknowledges to Protiviti that it is Client's responsibility to design, establish and maintain a system of internal accounting controls in compliance with applicable laws (including the SEC Rules), including "disclosure controls and procedures" and "internal controls and procedures for financial reporting," as each such term is used and defined under the Sarbanes-Oxley Act of 2002, as amended, and the interpretive guidance and regulations relating to such act, and (ii) acknowledges to Protiviti that it is Client's responsibility to make such disclosures with respect to this engagement that are required by applicable laws (including SEC Rules).
4. **Authoritative Standards.** Client acknowledges that there is no authoritative standard against which risk management practices can be directly compared. In practice, methodologies and approaches to measuring, managing and controlling risk vary considerably. New and refined practices continue to evolve and the characterization of policies, procedures or models as sound, "industry standard" or "best" practices is judgmental and subjective.
5. **Confidential Information.** Each party (the "Recipient") agrees to protect the Confidential Information of the other party (the "Disclosing Party") in a manner consistent with the treatment that Recipient accords its own Confidential Information of a similar nature, and the Recipient agrees to use and reproduce Confidential Information only to perform its obligations under this Agreement or for its internal collection, analysis and training purposes. The Recipient may disclose Confidential Information to its employees, agents, and subcontractors, who have a need to know, and employees of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know. Confidential Information is any information which is identified by the Disclosing Party at the time of disclosure as being of a confidential nature (including, but not limited to, business plans,

products, trade secret processes or methodologies, software, documentation, design specifications, other technical documents and other proprietary rights or information) or that is disclosed to the Recipient under circumstances that would lead a reasonable person to understand that such information is confidential or proprietary in nature. Confidential Information does not include information that (i) is or becomes generally available to the public without breach by Recipient of its confidentiality obligations under this Agreement, (ii) is received by Recipient from a third party without restriction against disclosure, (iii) was known to Recipient without restriction prior to disclosure, or (iv) is independently developed by Recipient without subsequent use of Disclosing Party's Confidential Information. If Recipient becomes legally compelled (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, Recipient shall (to the extent legally permitted) provide Disclosing Party with prompt prior written notice of such requirement so that discloser may seek a protective order or other appropriate remedy.

6. **Distribution of Deliverables.** Deliverables or other documents or materials that are provided by Protiviti that are Protiviti-branded or marked as being authored by Protiviti, or Deliverables or other documents or materials that, based on the circumstances, context or any related communications, would lead a reasonable reader to understand that Protiviti produced, authored or contributed to such Deliverables, documents or materials (collectively, "**Associated Deliverables**") are for the use and benefit of the Client only and not for any other party (each a "**Third Party**"), including, but not limited to, Client's affiliates, shareholders, business partners, contractors or advisors. If the Client desires to disclose Associated Deliverables, or make reference to Protiviti, to any Third Party (other than the Client's legal counsel and external auditors who need access to such information and who have agreed to keep such information confidential), Client will obtain Protiviti's prior written approval and, if requested by Protiviti, obtain from such Third Party a non-disclosure agreement and release in a form satisfactory to Protiviti. Protiviti accepts no liability or responsibility to any Third Party who benefits from or uses the Services or gains access to any Deliverables, including, but not limited to, Associated Deliverables. Because Protiviti accepts no liability to any Third Party with respect to the Services or Deliverables, including, but not limited to, Associated Deliverables, Client agrees to indemnify, defend and hold Protiviti, its affiliates, directors, officers, employees, vendors, and contractors ("**Protiviti Parties**") harmless from and against any and all losses, damages or liabilities (including costs, expenses and reasonable attorneys' fees) resulting from or related to a Third Party claim arising in any manner out of or in connection with the Services or Deliverables, including, but not limited to, Associated Deliverables, except to the extent that it is finally judicially determined that the losses, damages or liabilities were the direct result of Protiviti's gross negligence or willful misconduct in the rendering of the Services. The Protiviti Parties are entitled at their election to retain separate counsel; provided that it shall be at their own cost and expense, except where the need for separate counsel arises from a conflict of interest.
7. **No Third-Party Beneficiaries.** This Agreement has been entered into solely between Client and Protiviti, and no third-party beneficiaries are created hereby.
8. **Responsibility for Information.** Protiviti shall be entitled to rely on all information provided by, and the decisions and approvals of, Client in connection with Protiviti's work hereunder. Client hereby releases Protiviti and its personnel from any liability and costs relating to the Services to the extent that such liability and costs are attributable to any information provided, or decisions or approvals made, by Client personnel that were not complete, accurate or current.
9. **Changes to Services.** Changes to any Services must be agreed upon by Protiviti and Client and will not be considered effective unless and until both parties agree in writing to an amendment to the applicable Statement of Work.
10. **Indemnification.** Protiviti and the Client shall indemnify, defend and hold harmless the other party for any losses for bodily injury or damages to real property resulting directly from the indemnifying party's negligence or willful misconduct.

- 11. Limitation of Liability.** Notwithstanding anything to the contrary in this Agreement, Client and Protiviti agree that, regardless of the legal theory asserted (including, but not limited to, breach of contract, warranty, negligence or tort): (i) Protiviti's entire liability to Client or any person asserting claims on behalf of or in the name of Client will not exceed in the aggregate, for all claims, liability, losses, damages or expenses, the total amount of fees paid to Protiviti under the Statement of Work that is the subject of the claim, provided that this subsection (i) shall not apply to Protiviti's indemnification obligations under this Agreement; and (ii) neither party shall be liable to the other party or any person asserting claims on behalf of or in the name of the other party for consequential, indirect, incidental, punitive or special damages of any nature suffered by Client or Protiviti (including, but not limited to, lost profits or business opportunity costs), even if the parties have been advised of the possibility of such damages, provided that this subsection (ii) shall not apply to any indemnification obligations under the Agreement.
- 12. Engagement Team Restrictions.** If for any reason any of the employees or subcontractors designated in the applicable Statement of Work is not able to complete this engagement, Protiviti will provide employees or subcontractors with similar qualifications and experience to complete the assignment. For a period commencing as of the date of this Agreement and ending one (1) year from the date that a Protiviti employee or subcontractor personnel stops providing Services to Client under this Agreement, neither Client nor any of its affiliates shall hire or solicit such individual. If Client hires or solicits any such Protiviti employee within the proscribed time period above, Client shall pay Protiviti a fee equal to the annual salary of such individual as liquidated damages. If Client hires or solicits any Protiviti subcontractor personnel within the proscribed time period above, Client shall pay Protiviti a fee equal to one percent (1%) for each thousand dollars of such subcontractor personnel's proposed annual compensation with Client or its affiliates, including bonuses, up to a maximum of 35% as liquidated damages.
- 13. Workspace.** Client shall provide reasonable workspace for Protiviti personnel at its work sites, as well as occasional administrative support services related to the Services. Client shall provide Protiviti personnel with any necessary safety orientation and security access for work on Client's premises.
- 14. Warranties.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, PROTIVITI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY OPERATION OF LAW, COURSE OF PERFORMANCE OR DEALING, CUSTOM, USAGE IN THE TRADE OR PROFESSION OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 15. Publicity.** Neither party shall use the name of the other party, in part or whole, or any of their trademarks or trade names without the other party's prior written approval. Notwithstanding the foregoing, Client consents to Protiviti's use of Client's name and a general description of the Services to be performed by Protiviti under this Agreement in resumes and proposals.
- 16. Proprietary Rights in Deliverables and Data.** Subject to the terms of this Agreement, including Section 6 (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti agrees that Client shall own the copyright in the Deliverables, excluding any Protiviti Proprietary Materials (as defined below) and any third-party software that is incorporated into the Deliverables. Client acknowledges that as part of performing Services, Protiviti may utilize proprietary copyrights, patents, trade secrets, software, ideas, concepts, know-how, tools, models, processes, methodologies and techniques (including any derivatives, enhancements or modifications thereto) which have been originated or developed by Protiviti, or which have been purchased by, or licensed to, Protiviti (collectively, "**Protiviti Proprietary Materials**"). Client agrees that Protiviti retains all right, title, and interest in the Protiviti Proprietary Materials. Subject to the terms of this Agreement, including Section 6 (Distribution of Deliverables) and Client's fulfillment of all payment obligations hereunder, Protiviti grants and Client accepts a nonexclusive, nontransferable license to use the

Protiviti Proprietary Materials solely to the extent necessary to make use of the Deliverables as contemplated by the applicable Statement of Work.

- 17. Termination of Agreement.** Either party may at any time and without cause terminate this Agreement by providing 30 days' prior written notice of termination to the other party. The rights and obligations set forth in Sections 5, 6, 8, 10, 11, 12, 14, 15, 16 and 17 shall survive termination of this Agreement. After conclusion of the work contemplated in a Statement of Work or the termination or expiration of a Statement of Work (a "Prior SOW"), for so long as the Client and Protiviti are actively negotiating a new Statement of Work for Protiviti's provision of additional Services to Client that are substantially similar to those provided under the Prior SOW, the provisions of this Agreement and the Prior SOW, including any payment terms, shall apply to such Services provided by Protiviti prior to the finalization of such new Statement of Work.
- 18. Governing Law.** This Agreement and the rights and duties of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of laws provisions.
- 19. Expenses.** Client shall reimburse Protiviti for any fees or expenses (including, but not limited to, legal expenses) reasonably incurred by it in connection with providing evidence in, or preparing to serve or serving as a witness with respect to, any lawsuits, investigations, claims or other proceedings in any way connected with, or related to, the Services.
- 20. Notice.** All notices or other communications required or desired to be sent to either party shall be in writing and sent by first class mail, postage prepaid, by next-day courier or by facsimile, to the attention of the person identified below, at the address shown below or to the facsimile number shown below. Either party may change such person, address or facsimile number by written notice to the other party. Notice shall be effective on the fifth (5th) business day after mailing, on the first (1st) day after the date of sending via next-day courier, or on the date of transmission if sent by facsimile (provided that notice shall be effective on the first (1st) business day following the date of transmission if transmission is effected on a non-business day).
- Protiviti: Protiviti Inc.
Attn: Nancy C. Pechloff
Managing Director
1401 S. Brentwood Blvd, Suite #715
St. Louis, MO 63144
Facsimile: 314-656-1881
- cc: Protiviti Inc.
Attn: Legal Department
50 California Street, 17th Floor
San Francisco, CA 94111
- Client: AgFeed Industries, Inc.
Attn: Ed Pazdro
100 Bluegrass Commons Blvd.
Hendersonville, TN 37075
Facsimile: 866-226-7617

- 21. Assignment.** Neither Protiviti nor Client may assign this Agreement, by operation of law or otherwise, without the prior written consent of the other party. Any assignment in violation of this provision shall be deemed to be null and void.
- 22. Employment Practices.** Both parties agree to comply with all applicable equal employment opportunity laws, including, but not limited to, Title VII of the 1964 Civil Rights Act, the Civil Rights Act

of 1991, the Americans with Disabilities Act, the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended.

23. **Force Majeure.** Neither party shall be liable for any default or delay in the performance of its obligations (except for payment obligations) under this Agreement if such default or delay is caused by an act of God or other circumstance outside the reasonable control of the party, including, but not limited to, fire, flood, earthquake, natural disasters or other acts of God, terrorist acts, riots, civil disorders, freight embargoes, government action, or the like.
24. **Severability.** If any term of the Agreement is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms, be deemed omitted from the Agreement and shall in no way affect the legality, validity or enforceability of the remaining terms.
25. **Waiver.** No waiver shall be deemed to have been made by either party unless it is expressed in writing and signed by the waiving party. The failure of either party to insist in any one or more instances upon strict performance of any of the terms of provisions of this Agreement, or to exercise any option or election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, and no waiver by either party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedies hereunder or at law.
26. **Headings and Interpretation.** The section headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement. All parties hereto have participated substantially in the negotiation and drafting of this Agreement and each party hereby disclaims any defense or assertion that any ambiguity herein should be construed against the drafter of the Agreement.
27. **Regulatory Compliance.** Client acknowledges and agrees that it is responsible for its own legal representation and guidance related to the Services or Deliverables, and that it will consult its own legal resources before acting upon any Services or Deliverables. Client further acknowledges and agrees that Protiviti is not a law firm and is not providing legal advice or analysis and that Protiviti has not engaged legal counsel with respect to the Services or Deliverables.
28. **Business Contact Information.** Client authorizes Protiviti and its affiliated entities (and their successors and assigns and contractors) to store and use Client's business contact information wherever they do business, in connection with Protiviti's and its affiliated entities' services and in furtherance of Protiviti's and its affiliated entities' business relationship with Client. Client is responsible for obtaining any consent necessary for such authorization.
29. **Export Control Laws.** Client hereby acknowledges and agrees that the Services and/or Deliverables may be subject to applicable export control and trade sanction laws, regulations, rules and licenses ("Export Control Laws"). Client shall comply with the Export Control Laws and agrees that it alone is responsible for ensuring its compliance with Export Control Laws.
30. **Non-Public Personally Identifiable Information.** In providing Services to Client, Protiviti may have access to certain proprietary information owned by Client and not generally available to the public; this information may include Non-Public Personal Information ("NPPI") of Client's customers as that term is defined in The Gramm-Leach-Bliley Act. Protiviti is authorized to use this NPPI solely in conjunction with the Services provided to Client. Protiviti, its employees and agents will not disclose any NPPI to any outside party without Client's consent unless compelled by subpoena or other validly issued administrative or judicial request. As between the parties, the NPPI is the sole property of Client and Protiviti agrees that, upon request of the Client, it will return or destroy all NPPI, unless otherwise required by law or regulation to maintain such information. If requested by Client, Protiviti shall cooperate with Client in evaluating the security measures that Client requires Protiviti have in

place for the protection of NPPI. If Client requests additional security measures and Protiviti cannot for any reason meet such security measures for the engagement contemplated hereby, Protiviti shall notify Client and Client may, as its sole remedy, terminate this Agreement without cause upon written notice to Protiviti.

TIME RECEIVED
June 15, 2011 6:06:34 AM PDT

REMOTE CSID
3146561700

DURATION
99

PAGES
4

STATUS
Received

06/15/2011 07:44 3146561700

PROTIVITI

PAGE 01

NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED
June 14, 2011 12:51:03 PM PDT

REMOTE CSID
3146561700

DURATION
56

PAGES
2

STATUS
Received

06/14/2011 14:29 3146561700

PROTIVITI

PAGE 01

STATEMENT OF WORK

EXHIBIT B

Check one

☒ Project ☐ Staff Augmentation

This is a Statement of Work referred to in the Master Services Agreement (the "Agreement") dated April 4, 2011, by and between AgFeed Industries, Inc ("Client") and Protiviti Inc. ("Protiviti"). This Statement of Work shall be effective immediately after it is signed by both parties.

1. Engagement Team Leaders and Project Staffing:
Nancy Pechloff - Managing Director
Sharon Lindstrom - Quality Assurance Managing Director
Chris Payne - Senior Manager
Protiviti Senior Consultants and Consultants

2. Client Sponsor and Additional Client Contacts:
Ed Pardo - Chief Financial Officer
Tanya Porter - Corporate Controller

3. Name of Project: 2011 SOX - AgFeed Corporate and Global PMO

4. Project Description:
Protiviti will be responsible for assisting AgFeed with their Global SOX Compliance needs for 2011. Two separate statements of work will be prepared with AgFeed associated with the 2011 SOX compliance assistance. This statement of work relates to the documentation and testing of in-scope processes and locations within North America and Global project management efforts. More specifically, this statement work includes the following:

- (a) Completion of the top-down risk-based planning/scoping for the 2011 Global SOX effort
- (b) Preparation of the Global SOX Scoping Memo
- (c) Creation/enhancement of process documentation for US-based and enterprise-level in-scope areas, including but not limited to company-wide financial results consolidation, financial reporting and entity level controls,
- (d) Assistance with Management's assessment of control design and remediation implementation, as needed
- (e) Testing of key controls for in-scope areas (both business process and IT general controls, if applicable)

1. *Note - estimates included below include initial testing efforts only.*

Remediation/refresh testing estimates will be provided after initial testing.

- (f) Assistance with Management's assessment of operational effectiveness of internal controls, and
- (g) Overall project management and related reporting including coordination and communication with AgFeed Senior Management, AgFeed Audit Committee Chairman, and external auditors with status of project, as appropriate.

5. Start Date: April 2011

6. Estimated End Date: April 2012 unless otherwise modified or terminated in accordance with the terms of the Agreement.

7. Fees:

Protiviti estimates the effort associated with this statement of work to be approximately 700 - 800 hours and \$120,000 - 125,000 USD.

The above range is based on assumptions that could significantly impact these estimates. Should circumstances arise that would require Protiviti to modify our estimate (either up or down), we will communicate this to AgFeed on a timely basis.

A detailed schedule of all out of pocket expenses will be provided with each invoice.

8. Deliverables:

- Planning/Scoping analysis and support
- 2011 Global SOX scoping memo
- Process documentation (narratives and RCMs)
- Listing of other observations for improvement
- Control testing workpapers
- Project status dashboard reporting
- Assistance with preparation of Audit Committee materials, as needed.

Executed this 8th day of June, 2011.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI INC.

AGFEED INDUSTRIES, INC

By: 
Nancy C. Hochloff
Managing Director

By: 
Ed Pazdro
Chief Financial Officer

Exhibit C

STATEMENT OF WORKCheck one☐ Loan Staff ☒ Project

This is a Statement of Work referred to in the Master Services Agreement (the "Agreement") dated April 4, 2011, by and between AgFeed Industries, Inc ("Client") and Protiviti Inc. through its subsidiary Protiviti Shanghai Co. Ltd. ("Protiviti"). This Statement of Work shall be effective immediately after being signed by both parties.

1. Engagement Team Leaders and Project Staffing:
Albert Lee – Managing Director – APAC
Nancy Pechloff – Managing Director – US
Sharon Lindstrom – Quality Assurance Managing Director
Jan Zhong – Senior Manager – APAC
Joan Chan – Senior Manager – APAC
Christina Chi – Manager – APAC
Protiviti Managers, Senior Consultants and Consultants – As needed
2. Client Sponsor and Additional Client Contacts:
Ed Pazdro – Chief Financial Officer
Ms. Liu Xin – Internal Controls Manager
Tanya Porter – Corporate Controller
3. Name of Project: 2011 Global SOX Assistance – China Effort
4. Project Description:
Protiviti will be responsible for assisting AgFeed with their Global SOX Compliance needs for 2011. Two separate statements of work will be prepared with AgFeed associated with the 2011 SOX compliance assistance. This statement of work relates to the documentation and testing of in-scope processes and locations within the People's Republic of China (PRC). More specifically, this statement work includes the following:
 - (a) Creation/enhancement of process documentation as required for in-scope processes and locations within the PRC
 - (b) Assistance with Management's assessment of control design and remediation implementation, as needed
 - (c) Testing of key controls for in-scope areas (both business process and IT general controls, if applicable)
 1. *Note – estimates included below include initial testing efforts only. Remediation/refresh testing estimates will be provided after initial testing.*
 - (d) Assistance with Management's assessment of operational effectiveness of internal controls
 - (e) Overall project management and related reporting including coordination and communication with AgFeed Senior Management, AgFeed Audit Committee Chairman, and external auditors with status of project, as appropriate, and
 - (f) Other assistance as requested by client associated with remediation of the 2010 internal controls material weaknesses.
5. Start Date: April 2011
6. Estimated End Date: April 2012 unless otherwise modified or terminated in accordance with the terms of the Agreement.
7. Fees:

Exhibit C

Protiviti estimates the effort associated with this statement of work to be approximately 3,000 – 3,200 hours and \$285,000 – \$290,000 USD.

The above range is based on assumptions that could significantly impact these estimates. Should circumstances arise that would require Protiviti to modify our estimate (either up or down), we will communicate this to AgFeed on a timely basis.

A business tax of 5.82% will be applied to Protiviti fees incurred in China. Consistent with previous agreements, Protiviti China will only apply 2.91% tax to Client invoices. The remainder of the business tax will be absorbed by Protiviti China and will not be billed to Client.

A detailed schedule of all out of pocket expenses will be provided with each invoice.

8. Special Conditions:

Protiviti Shanghai Co. Ltd. will invoice 艾格菲实业有限公司 (AgFeed Industries, Inc.) in local currency at the then prevailing exchange rates with U.S. Dollars and in the same manner and according to the same business terms stated in the Agreement. Client will pay the invoices due in USD. Should Client not pay the full amount of the invoices due, it is understood and agreed that AgFeed Industries Inc. will be fully responsible for said debt and will remit payment in full to Protiviti Shanghai Co. Ltd. on behalf of Client.

Total amounts billed will be based on actual fees and out-of-pocket expenses incurred.

Billings will be sent to the following entity:

Name: AgFeed Industries, Inc.

Official name (Chinese): 艾格菲实业有限公司

Address: (Chinese): 江西省南昌市广场南路 333 号恒茂国际中心 16 号楼 A 座 1001-1002 室

Post Code: 330003

Contact Tel: (86 791) 666 0235

Contact Person: Ms. Xu Jia (徐佳)

9. Deliverables:

- Process documentation (narratives and RCMs)
- Listing of other observations for improvement
- Control testing workpapers

Executed this 8th day of June, 2011.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI SHANGHAI CO. LIMITED

AGFEED INTERNATIONAL, INC.

By: 

Christopher Low
Managing Director

By: 

Ed Pazdro
Chief Financial Officer

STATEMENT OF WORK*Check one*☒ **Project** ☐ **Staff Augmentation**

This is a Statement of Work referred to in the Master Services Agreement (the "Agreement") dated April 4, 2011, by and between AgFeed Industries, Inc ("Client") and Protiviti Inc. ("Protiviti"). This Statement of Work shall be effective immediately after it is signed by both parties.

1. **Engagement Team Leaders:**
Nancy Pechloff – Managing Director
Jim Gibson – Managing Director, Subject Matter Specialist
Chris Payne – Associate Director
2. **Client Sponsor and Additional Client Contacts:**
K. Ivan F. Gothner – Interim Chief Executive Officer
Clay Marshall – Chief Financial Officer
3. **Name of Project:** SEC Investigation – Response to Subpoena
4. **Project Description:** Protiviti will provide documentation requested in accordance with subpoena received from the SEC dated March 20, 2012.
5. **Start Date:** March 2012
6. **Fees and Expenses:** Protiviti will bill for time and expenses (including but not limited to outside legal expenses). Billings for Protiviti resources, including specialists, for hours incurred associated with this effort will be billed at the hourly rates outlined in the table below:

Resource Level	USD
Managing Director	\$400
Director	325
Associate Director through Senior Manager	250
Manager	180
Senior Consultant	150
Consultant	125

A detailed schedule of all out of pocket expenses will be provided with each invoice.

Protiviti will require an up-front retainer payment of \$30,000 related to this effort. Retainer payment received will be applied against future Protiviti Invoice(s).

Executed this 28th day of March, 2012.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI INC.

By:

Nancy C. Pechloff
Nancy C. Pechloff,
Managing Director

AGFEED INDUSTRIES, INC.

By:

K. Ivan F. Gothner
K. Ivan F. Gothner,
Interim Chief Executive Officer

STATEMENT OF WORK***Check one*****☒ Project ☐ Staff Augmentation**

This is a Statement of Work referred to in the Master Services Agreement (the "Agreement") dated April 4, 2011, by and between AgFeed Industries, Inc ("Client") and Protiviti Inc. ("Protiviti"). This Statement of Work shall be effective immediately after it is signed by both parties.

1. Engagement Team Leaders and Project Staffing:

Nancy Pechloff – Engagement Managing Director
 Sharon Lindstrom – Quality Assurance Managing Director
 Chris Payne – Associate Director
 Protiviti Senior Consultants and Consultants

2. Client's Project Manager and Additional Client Contacts:

Van Gothner – Chief Executive Officer
 Gerry Daignault – Chief Financial Officer
 Ed Pazdro – Chief Accounting Officer

3. Name of Project: 2013 Internal Audit Assistance – AgFeed Corporate**4. Project Description:**

Protiviti has been engaged by the Client to assist with the global internal audit efforts for 2013. This agreement relates specifically to the AgFeed Corporate efforts. Protiviti's efforts for 2013 are expected to include assistance with the following:

- Assistance with global internal control remediation efforts
- Collaboration with outside counsel, as requested, in the implementation and testing related to the global FCPA program
- Assistance with the global SOX risk assessment, planning and scoping for the 2013 SOX compliance efforts
- Updating existing AgFeed Corporate control design documentation to reflect changes in processes, controls and remediation completed
- Management SOX control testing at AgFeed Corporate
- Project management related to the global internal audit efforts
- Presentation of SOX and internal audit updates to the Audit Committee
- Other internal audit efforts, as requested by Client

Separate agreements outline Protiviti assistance at AgFeed USA (formerly M2P2) and AgFeed China for 2013.

5. Start Date: December 2012**6. Fees:**

Protiviti will charge for this work on a time and material basis, using the following rate structure:

	<u>Hourly Rate</u>
Managing Director	\$ 300
Associate Director through Director	190
Manager through Senior Manager	175
Senior Consultant	150
Consultant	130

Fee estimates will be developed with the Client as the above efforts are further scoped and defined. Protiviti will manage each of these efforts in line with the agreed-upon budgets once

established, including timely communication of instances where actual efforts are projected to vary from the established budget.

Payment is due upon receipt of invoice. A detailed schedule of out of pocket expenses incurred will be provided with each invoice.

7. Deliverables:
Work product and deliverables as agreed-upon with Client management.

Executed this 16th day of January, 2013.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI INC.

AGFEED INDUSTRIES, INC.

By:


Nancy Pechloff
Managing Director

By:


Ed Pazdro
Chief Accounting Officer

STATEMENT OF WORK***Check one*****☒ Project ☐ Staff Augmentation**

This is a Statement of Work referred to in the Master Services Agreement (the "Agreement") dated April 4, 2011, by and between AgFeed Industries, Inc ("Client") and Protiviti Inc. ("Protiviti"). This Statement of Work shall be effective immediately after it is signed by both parties.

1. **Engagement Team Leaders and Project Staffing:**
 Nancy Pechloff – Engagement Managing Director
 Sharon Lindstrom – Quality Assurance Managing Director
 Chris Payne – Associate Director
 Protiviti Senior Consultants and Consultants
2. **Client's Project Manager and Additional Client Contacts:**
 Van Gothner – Chief Executive Officer
 Gerry Daignault – Chief Financial Officer
 Ed Pazdro – Chief Accounting Officer
 Andrew Forbes – Controller, AgFeed USA
3. **Name of Project:** 2013 Internal Audit Assistance – AgFeed USA
4. **Project Description:**
 Protiviti has been engaged by the Client to assist with the global internal audit efforts for 2013. This agreement relates specifically to the AgFeed USA (formerly M2P2) efforts. Protiviti's efforts for 2013 are expected to include assistance with the following:
 - Assistance with global internal control remediation efforts
 - Updating existing AgFeed USA control design documentation to reflect changes in processes, controls and remediation completed
 - Management SOX control testing at AgFeed USA
 - Project management related to the global internal audit efforts

Separate agreements outline Protiviti assistance at AgFeed Corporate and AgFeed China for 2013.

5. **Start Date:** December 2012
6. **Fees:**
 Protiviti will charge for this work on a time and material basis, using the following rate structure:

	<u>Hourly Rate</u>
Managing Director	\$ 300
Associate Director through Director	190
Manager through Senior Manager	175
Senior Consultant	150
Consultant	130

Fee estimates will be developed with the Client as the above efforts are further scoped and defined. Protiviti will manage each of these efforts in line with the agreed-upon budgets once established, including timely communication of instances where actual efforts are projected to vary from the established budget.

Payment is due upon receipt of invoice. A detailed schedule of out of pocket expenses incurred will be provided with each invoice.


7. Deliverables:
Work product and deliverables as agreed-upon with Client management.

Executed this 16th day of January, 2013.

All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

PROTIVITI INC.

AGFEED INDUSTRIES, INC.

By: 
Nancy Pechloff
Managing Director

By: 
Ed Pazdro
Chief Accounting Officer

protiviti®
Risk & Business Consulting.
Internal Audit.

1 East Pratt Street
Suite 800
Baltimore, MD 21202
protiviti.com

RECEIVED
OCT 15 2013
BMC GROUP

BMC Group, Inc.
AgFeedUSA, LLC Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020



Powerful Insights. Proven Delivery.™

