


UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE	<u>REGULAR MAIL:</u> BMC GROUP, INC. ATTN: AGFEED USA, LLC CLAIMS PROCESSING PO Box 3020 CHANHASSEN, MN 55317-3020 <u>MESSENGER/OVERNIGHT DELIVERY</u> 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 YOUR CLAIM IS SCHEDULED AS: Schedule/Claim ID: s603 Amount/Classification: \$484.49 Unsecured
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Name of Debtor: AgFeed Industries, Inc.	Case Number: 13-11762	COURT USE ONLY
Name of Creditor (the person or other entity to whom the debtor owes money or property): <i>Ticker Technologies</i>		

Name and address where notices should be sent:  32353332000811 TICKER TECHNOLOGIES, INC. DIRECTOR, OFFICER OR MANAGING AGENT 500 NORTH BROADWAY SUITE 265 JERICO, NY 11753 Telephone number: <i>516-869-4761</i> email: <i>billing@ticker tech.com</i>	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
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Name and address where payment should be sent (if different from above): Telephone number: _____ email: _____	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach a copy of statement giving particulars.
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1. Amount of Claim as of Date Case Filed: \$ <u>484.49</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 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)	RECEIVED 'OCT 15 2013 BMC GROUP
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2. Basis for Claim: <u>Service provided - data for ILL site</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)
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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: \$ _____
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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"/> 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"/> 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"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____)	Amount entitled to priority: \$ _____
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*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)

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:

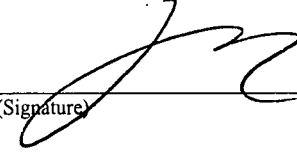
9. **Signature:** (See instruction #9)

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. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

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: Jonathan Buttrick
Title: Billings Manager
Company: Tichot Technologies
Address and telephone number (if different from notice address above): _____

(Signature)  (Date) 10/10/13

Telephone number: _____ 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.

1a. Amount of Administrative Claim arising after Date Case Filed:

State the total amount owed pursuant to section 503(b), excluding any amounts owed under section 503(b)(9), on account of claims arising from the period from July 15, 2013, through the September 12, 2013 (the "Closing Date"), solely with respect to AgFeed USA, LLC and any other Debtor (excluding Debtor AgFeed Industries, Inc.).

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services provided, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if any interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

9. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration: Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. §101(10).

Claim

A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Debtors' claims agent, BMC Group, Inc., at the applicable following address:

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

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim.

Examples of liens on property include a mortgage on real estate or a security's interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Administrative Claim

An administrative claim is a claim of the type described in sections 503 and 507 of title 11 of the United States Code. Among other things, these sections provide that certain types of claims are entitled to administrative expense priority, including, without limitation: (i) the action, necessary costs and expenses of preserving the estate, including wages, salaries, or commissions for services rendered after the commencement of the bankruptcy case; (ii) certain taxes and penalties related thereto; (iii) compensation and reimbursement of certain officers; (iv) the actual, necessary expenses incurred by (a) certain creditors, (b) a creditor, an indenture trustee, an equity security holder, or a committee representing any such entities, in making a substantial contribution to a debtor's chapter 11 case, (c) a custodian, and (v) compensation for services rendered by an indenture trustee. Claims alleged to be entitled to an administrative expense pursuant to 11 U.S.C. § 503(b)(9) should be listed in item 6 of the form, but not in item 1a.

Administrative Claim Under 11 U.S.C. § 503(b)(9)

Claims that are based upon facts or circumstances arising or occurring after the date of the Bankruptcy filing and that qualify as an administrative expense under section 503(b)(9) (excluding 503(b)(9) of the Bankruptcy Code).

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



32353332000811

TICKER TECHNOLOGIES, INC.
DIRECTOR, OFFICER OR MANAGING AGENT
500 NORTH BROADWAY
SUITE 265
JERICO, NY 11753

Ticker Technologies

500 N. Broadway, Suite 265
Jericho, NY 11753

INVOICE

DATE:	INVOICE
06/01/13	23877
Client Code:	agfeed1

Bill To:

AgFeed Industries, Inc.
Suite A1001-1002
Tower 16 Hengmao International Center
Jiangxi Province
330003 Nanchang,
China

DESCRIPTION	AMOUNT
July 1, 2013 - September 30, 2013 (Final Invoice) - Software/Content license for web sites, Intranets, digital displays and other presentations. Refer to your contract for specific terms	484.49
Terms: Net 30	
TOTAL	\$ 484.49

Please make all checks payable to Ticker Technologies

If you have any questions concerning this invoice, please call 516-869-4761 x303.

THANK YOU FOR YOUR BUSINESS!

AGREEMENT

THIS AGREEMENT ("the Agreement"), effective as ~~June 1~~ ^{July 1, 2010}, 2010 (the "Effective Date"), is made and entered into by and between Agfeed Industries, Inc., a China corporation, with an address located at Suite A1001-1002, Tower 16, Hengmao Int'l Center, Nanchang City, Jiangxi Province, China 330003 ("CLIENT") and Ticker Technologies, Inc., ("TTI"), a New York corporation with an office located at 27B1 The Plaza, Locust Valley, NY 11560, USA.

PREAMBLE

WHEREAS, CLIENT owns and develops internet web sites and other related services;

WHEREAS, TTI provides financial and stock exchange information services via hosted applications (the "Services");

WHEREAS, TTI wishes to provide the Quotes Snapshot and Charts Snapshot Product (the "Ticker Application") that integrates a continual feed of third party content licensed by TTI (the "Licensed Content"), as further described in Attachment A, a copy of which is attached to and made a part of this Agreement, and CLIENT wishes to integrate the Ticker Application (as defined in Section 1 below) for use in connection with third party content packaged and electronically delivered and displayed solely on www.agfeedinc.com;

NOW THEREFORE, in consideration of the mutual covenants and promises recited below, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows.

TERMS AND CONDITIONS**1. License to Ticker**

During the term of this Agreement, TTI hereby grants CLIENT a limited, non-exclusive right to access, use, copy, transmit, publicly display, the Ticker, and to incorporate the Ticker, with or without other third party content licensed by CLIENT. "Ticker" means the Quotes Snapshot and Charts Snapshot Product bundled with the integrated Licensed Content.

2. Use of the Ticker

- (a) Delivery of Ticker. TTI will deliver the Ticker according to the service levels and specifications of the Service Level Agreement in Attachment B, a copy of which is attached to and made a part of this Agreement.
- (b) Use of Ticker. CLIENT shall select the date that it will begin implementing the Ticker in its sole discretion (the "Launch Date").
- (c) Timing of updates. TTI agrees that stock quotes in the Ticker will be updated between 9:45 a.m. to 4:30 p.m. EST, Monday through Friday only, at least once every fifteen (15) to twenty (20) minutes or such other time interval or delay prescribed by any stock exchanges.

- (d) Disclaimer. CLIENT will affix the following disclaimer and delay message (the "Disclaimer") on any page utilizing the Ticker in connection with stock quotes: "[Product Name] powered by Ticker Technologies Inc. All Quotes At Least 15 Minutes Delayed. Copyright 2010." The words "Ticker Technologies Inc." shall be hyperlinked to <http://www.tickertech.com>. TTI maintains the right to change the Disclaimer at any time, as long as the text of the Disclaimer remains substantially similar to the text described in this Section. TTI will provide CLIENT with at least ten (10) business days prior written notice before making any substantial changes to the Disclaimer.

3. Fee.

CLIENT shall pay a set-up fee of Five Hundred Dollars (\$500.00USD) on or before the Effective Date. CLIENT shall pay the monthly fee for the first three months for the Ticker and the Services on or before the Effective Date.

After the first three months following the Effective Date, CLIENT shall pay the monthly fee for the Ticker and the Services (the "Fee") based on the following Payment Schedule. TTI shall invoice CLIENT on the 1st of each month, and payment of such invoice shall be due within sixty days of said invoice date.

Products:

Quotes and Charts Snapshot Product - FEED

<u>Page views/month</u>	<u>\$/month</u>
0-5,000	\$130/month *
5,001-25,000	\$325/month
25,001-100,000	\$550 /month
100,001-250,000	\$900/month
250,001-500,000	\$1250/month
500,001-1,000,000	\$1900/month

Quotes and Charts Snapshot Product - France

0-5,000	\$350/month *
5,000-25,000	\$350/month
25,001-100,000	\$500 /month
100,001-250,000	\$900/month
250,001-500,000	\$1250/month
500,001-1,000,000	\$1900/month

*estimated tier.

4. Term and Termination.

- (a) Term. This Agreement shall be effective for an initial term (the "Initial Term") of twelve (12) months, which Initial Term shall commence as of the Effective Date. The Initial Term shall be renewed automatically, one or more times for a renewal term or terms of twelve (12) months each (a "Renewal Term"), unless at least ninety (90) days prior to the

date of expiration of the Initial Term or any Renewal Term, either Party delivers to the other Party written notice of termination ("Notice of Termination"), which shall set forth the date this Agreement is to terminate ("Termination Date"). For each year of this agreement the rates from the previous year shall be increased by seven and one half percent (7.5%).

- (b) Termination for Breach. Either party may terminate this Agreement and, in addition to all other rights and remedies it may have under law or equity, be relieved of all further obligations hereunder, in the event of a material breach of this Agreement by the other party if such breach is not cured within thirty (30) days from receipt of notice of the breach sent to the address of such breaching party as specified herein.

5. Ownership of Ticker.

Nothing in this Agreement shall effect a transfer of any copyright, trademark, or any other intellectual property rights in the Ticker from TTI to CLIENT. TTI will, upon providing the Ticker for incorporation, retain any rights of copyright, trademark, and any intellectual property rights in the Ticker that it possessed prior to providing the Ticker to CLIENT, subject only to the license granted to CLIENT to use the Ticker as described in this Agreement.

6. Representations and Warranties.

- (a) Generally. Each party hereby represents and warrants that: (i) it is a corporation duly organized and validly existing and in good standing under the laws of the state of its incorporation; (ii) it has full power and authority to enter into this Agreement and to perform its obligations hereunder; and (iii) it has obtained all permits, licenses, and other governmental authorizations and approvals required for its performance under this Agreement.
- (b) By TTI. TTI represents and warrants that it has all rights and licenses necessary to grant CLIENT the license described in Section 1 of this Agreement. TTI represents and warrants that it has the proprietary rights to the Ticker delivered under this Agreement (including the copyright to the Ticker Application), and that the Ticker does not violate or infringe any common law or statutory right of any person or other entity including, without limitation, any contractual rights, proprietary rights, trademark, service mark, copyright, or patent rights, or any rights of privacy or publicity. TTI additionally represents that it monitors its hardware and software for viruses, and that TTI will not knowingly or intentionally allow a virus to be transmitted through its system or Services to CLIENT's servers.

7. Exclusion of Certain Warranties and Liabilities.

Except as provided in Section 6, any and all other representations and warranties of any kind whatsoever, express or implied, regarding the operation of the Ticker, or either party's performance under this Agreement, including representations and warranties as to the operations of the Ticker, are expressly EXCLUDED. Without limiting the foregoing, EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR EACH PARTIES' INDEMNIFICATION OBLIGATIONS ESTABLISHED UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, ECONOMIC, SPECIAL, EXEMPLARY,

OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, EVEN IF THE OTHER PARTY HAS ADVISED THAT SUCH DAMAGES ARE POSSIBLE AS A RESULT OF ANY BREACH OF WARRANTY.

8. Indemnification.

- (a) By TTI. TTI will indemnify, defend, and hold harmless CLIENT and its parent and affiliated companies and the directors, officers, agents, insurers, attorneys, and employees of any of these from and against any and all liabilities, losses, damages, claims, costs, actions, and fees (including reasonable attorneys' fees) arising directly or indirectly out of any third-party claim or complaint arising directly or indirectly from any breach or alleged breach of any of TTI's representations and warranties, as set forth in Section 6 of this Agreement.
- (b) By CLIENT. CLIENT will indemnify, defend, and hold harmless TTI and its parent and affiliated companies and the directors, officers, agents, insurers, attorneys, and employees of any of these from and against any and all liabilities, losses, damages, claims, costs, actions, and fees (including reasonable attorneys' fees) arising directly or indirectly out of any third-party claim or complaint arising directly or indirectly from any breach or alleged breach of any of CLIENT's representations and warranties, as set forth in Section 6 of this Agreement.
- (c) Indemnification Procedures. A party entitled to indemnification pursuant to this Agreement will, with respect to any claim made against such indemnified party for which indemnification is available, notify the other party in writing of the nature of the claim as soon as practicable but not more than ten (10) days after the indemnified party receives notice of the assertion of the claim. (The failure by an indemnified party to give notice as provided above, will not relieve the indemnifying party of its obligations under this Section 8, except to the extent that the failure results in the failure of actual notice and the indemnifying party is damaged as a result of the failure to give notice.) Upon receipt of notice of the assertion of a claim, the indemnifying party will employ counsel reasonably acceptable to the indemnified party and shall assume the defense of the claim. The indemnified party will have the right to employ separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel shall be at the expense of the indemnified party unless (i) the employment of counsel by the indemnified party has been authorized in writing by the indemnifying party, (ii) the indemnified party has been advised by its counsel in writing that there is a conflict of interest between the indemnifying party and the indemnified party in the conduct of the defense of the action (in which case the indemnifying party shall not have the right to direct the defense of the action on behalf of the indemnified party), or (iii) the indemnifying party has not in fact employed counsel to assume the defense of the action within a reasonable time following receipt of the notice given pursuant to this Section 8(c), in each of which cases the fees and expenses of such counsel shall be at the expense of the indemnifying party. An indemnifying party will not be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld), nor will an indemnifying party settle any

such action without the written consent of the indemnified party (which consent shall not be unreasonably withheld). No indemnifying party will consent to the entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to the indemnified party a release from all liability with respect to the claim. Each party will cooperate in the defense of any claim for which indemnification is available and shall furnish such records, information, testimony, and attend such conferences, discovery proceedings, hearings, trials, and appeals as may reasonably be requested by the other party.

9. Non-Disclosure. Neither CLIENT nor TTI shall disclose to any person or entity, directly or indirectly, without the prior approval of the other, (i) the terms of this Agreement, or (ii) any other non-public information relating to the other party obtained by virtue of this Agreement, except on a confidential basis to its business, legal and financial advisors or as required to be disclosed under applicable law or by legal process.

11. Notice.

Notice under this Agreement will be in writing and sent via U.S. Express Mail or private express mail service or by facsimile (with receipt confirmed via telephone) and will be effective upon receipt at the address stated below. Notice will be addressed as follows, unless a party is notified in writing by the other party of a change of address, in which event notice will be sent to the new address:

To CLIENT:

To TTI:

Ticker Technologies, Inc.
27B1 The Plaza, Locust Valley, NY 11560
Phone 516-869-4761
Fax 516-869-4762

12. Force Majeure.

Neither party will be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or similar cause beyond that party's reasonable control.

13. Governing Law.

This Agreement and all matters or issues related thereto shall be governed by the laws of the State of New York without regard to its choice of law rules.

14. Assignment.

Neither CLIENT nor TTI may assign or transfer this Agreement or any of its rights and obligations under this Agreement without the prior written consent of the other, which consent may not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either party may assign this Agreement without the consent of the other to any successor entity by way of merger, consolidation or reorganization or to any purchase of all or substantially all of its assets

15. Relationship of Parties.

Neither this Agreement nor the cooperation of the parties contemplated herein shall be deemed or construed to create any partnership, joint venture, or agency relationship between CLIENT and TTI. Neither party is, nor will either party hold itself out to be, vested with any power or right to bind the other party contractually or act on behalf of the other party as a broker, agent, or otherwise.

16. Severability.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable, or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall continue in full force and effect.

17. Waiver.

No term or condition of this Agreement will be deemed waived, and no breach shall be deemed excused, unless the waiver or excuse is in writing, is expressly titled waiver of rights, and is executed by the party against whom the waiver or excuse is claimed.

18. Entire Agreement.

This Agreement, including all attachments, contains the entire agreement and understanding between the parties with regard to the subject matter hereof, and supersedes all prior and contemporaneous oral or written agreements and representations. Any amendment of this Agreement must be in writing and signed by both parties.

19. Counterparts.

This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which taken together will constitute one and the same Agreement. The parties may sign facsimile copies of this Agreement, which will each be deemed originals.

20. Survival of Termination.

The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement (including, without limitation, Sections 5, 6, 7, 8, and 9) shall survive any such expiration, termination or cancellation.

21. Headings.

The section headings and subheadings contained in this Agreement are for ease of reference only and shall not affect the interpretation of any provision, term, or condition contained herein.

AGREED TO BY THE PARTIES AS OF THE EFFECTIVE DATE.

AgFeed Industries, Inc.

TICKER TECHNOLOGIES, INC.

By: [Signature]
Name: K. Louis F. GOTTWALD
Title: Director
Date: 6/2/10

By: [Signature]
Name: Adam Merzel
Title: COO
Date: 6/3/10

**Attachment A
Ticker**

FINANCIAL CONTENT TO BE PROVIDED BY TTI WITHIN HOSTED APPLICATION

AGFEED QUOTE - US, FRANCE

Attachment B
Service Level Agreement

1. Delivery of Ticker

- (a) TTI will provide the necessary code, technical specifications and other pertinent documentation (the "Set-up Information") to enable CLIENT's servers to pull the Ticker from TTI's servers during the term of this Agreement. TTI will provide such Set-up Information within one week of the Effective Date of this Agreement.
- (b) CLIENT will be responsible for the set-up, implementation and testing of the Ticker. TTI will provide any necessary technical assistance to CLIENT upon CLIENT's request.

2. Uptime Availability

TTI's web server, which shall be monitored by TTI twenty-four (24) hours a day, seven (7) days per week, will be available 99.98 % of the time during any given twenty-four (24) hour period, excluding routine maintenance which is scheduled to be performed during the hours of [11pm-6am] (Eastern Time) ("Uptime Availability"). Uptime Availability shall not include and TTI shall not be liable as a result of: (a) the performance of routine maintenance procedures that require interruption of service, or (b) losses from interruption, termination, or failed operation of the Internet or of third party telecommunication services, or any other circumstances beyond the party's control described in Section 12.

3. Technical Support and Problem Classification

- (a) TTI will provide technical support in accordance with the problem classifications described below.
- (b) Problem Classifications and Definitions:
Problem severity will be determined by TTI, in its reasonable discretion, with input from CLIENT, using the following as a guideline:

"Critical": A "down" situation, whereby the Services and the Ticker are completely unavailable, and TTI is unable to offer an alternative solution to resolve such problems within the Initial Update period as defined in the chart below.

"Medium": The Services or Ticker or a significant portion of the Services or Ticker is unavailable or unusable by CLIENT. By way of illustration and not limitation, Ticker is unusable if delivery of the Ticker to CLIENT is delayed by more than forty-five (45) minutes during Store Hours (as defined in this Attachment B) due to technical problems.

"Low": All other problems with the Services or Ticker other than those described above.

"Escalation" shall mean the time period beginning when TTI receives notification of a Critical, Medium or Low Problem to identify the engineering efforts necessary for problem resolution according to the Problem Escalation and Resolution Criteria set forth below.

"Business Hours" shall mean 9:30am - 6:00pm from Monday-Friday, Eastern Standard Time (or Eastern Daylight Time).

c. Problem Escalation and Resolution Criteria

Resolution will be provided by TTI in accordance with the following criteria, and tracked on a case-by case basis. The times listed below are calendar/clock times except where stated.

d. Unresolved Critical Problem Procedures

Should a Critical problem not be patched or fixed within the Initial Update Period, TTI shall dedicate a full time resource qualified to address the situation until resolved. This resource will perform the work required at the most convenient location for resolution, in TTI's reasonable discretion. Upon

CLIENT's written or verbal request, TTI shall provide CLIENT with an update on the situation or if the problem is resolved, a written report describing the situation and the steps taken to resolve it. Written requests or reports under this section may be sent by e-mail.

Problem Classification	Telephone Response	Initial Update to Communicate Action Plan	Action	Time to Escalation
Critical	30 Minutes	1 hours	Work continuously until resolved	Immediately
Medium	1 Hour	3 Hours	Reasonable action as needed	Within One Day
Low	8 Hours	2 Days	Reasonable action as needed	Within Three Days

4. Technical Support

TTI shall provide for or arrange for the support of its servers and the Services by technical support personnel employed by TTI and proficient in the operation and maintenance of all hardware and software used in the operation and maintenance of TTI's servers and Services, who shall be on call 24 hours per day, seven days per week. TTI shall designate and provide CLIENT with contact details (i.e., phone, email, pager) for both primary contact persons and emergency contact persons.

5. Changes

TTI agrees to give CLIENT at least 45 days notice prior to making any material changes to the Set-up Information, delivery format of the Ticker, or other operational requirements during the term of this Agreement.

TickerTech

500 W. Broadway, Suite 265

Sericho, NY 11573



BMC Group Inc.
Attn: AgFed USA Claims Processing
PO Box 3020
Charhassen, MN 55317

RECEIVED

OCT 15 2013

BMC GROUP

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