

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	
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): PENG, BI JUN					
Name and address where notices should be sent: PENG, BI JUN 1315 ANDERSON AVE. APT 15 FORT LEE, NJ 07024				☐ Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Telephone number: 917-306-6008 email: EMAILBENPENG@GMAIL.COM					
Name and address where payment should be sent (if different from above): PENG, BI JUN 1315 ANDERSON AVE. APT 15 FORT LEE, NJ 07024				☐ 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. RECEIVED	
Telephone number: 917-306-6008 email: EMAILBENPENG@GMAIL.COM					
1. Amount of Claim as of Date Case Filed: \$ <u>40,701.38</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. ☐ 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. NOV 07 2013 BMC GROUP					
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>Stock purchased base on AgFeed's wrongful reporting</u> (See instruction #2)					
3. Last four digits of any number by which creditor identifies debtor: <u>7168</u>		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: ☐ Real Estate ☐ Motor Vehicle ☐ Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % ☐ Fixed or ☐ 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.					
☐ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		☐ 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).		☐ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
☐ 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).		☐ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).		☐ 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 adjustm.					
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): _____ (See instruction #6)					

AgFeed POC



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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.
(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: PENG, BI JUN
Title: MR
Company: _____
Address and telephone number (if different from notice address above):
1315 ANDERSON AVE APT 15
FORT LEE, NJ 07024
Telephone number: 917-306-6008 email: EMAILBENPENG@GMAIL.COM


(Signature) 2013 NOV 04
(Date)

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.

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

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.

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

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.

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.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

AgFeed USA, LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 13-11761 (BLS)

Jointly Administered

NOTICE OF BAR DATES FOR FILING OF PROOFS OF CLAIM

TO ALL CREDITORS AND INTEREST HOLDERS WITH CLAIMS AGAINST THE ENTITIES LISTED BELOW:

On July 15, 2013 (the "Petition Date"), AgFeed USA, LLC ("AgFeed USA") and its above-captioned affiliated debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief (the "Chapter 11 Cases") under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"). The Debtors, their addresses, case numbers, and EIN, and other names used by the Debtors within the last eight years are as follows:

DEBTORS	ADDRESS	OTHER NAMES (Used by the Debtors in the last 8 years)	CASE NO.	EIN NO.
AgFeed USA, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010	M2 P2, LLC	13-11761	xx-xxx-8748
AgFeed Industries, Inc.	100 Bluegrass Commons Blvd Suite 310 Hendersonville, Tennessee 37075		13-11762	xx-xxx-7168
Genetics Land, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010	First BTS, LLC	13-11776	xx-xxx-1921
Genetics Operating, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010	BMI Group, LLC	13-11769	xx-xxx-1921
Heritage Farms, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010	SBT Production, LLC	13-11767	xx-xxx-8141
Heritage Land, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010	SBT Land, LLC	13-11768	xx-xxx-8129
M2P2 AF JV, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11774	xx-xxx-8748
M2P2 Facilities, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11770	xx-xxx-8748
M2P2 General Operations, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11772	xx-xxx-8748
MGM, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11771	xx-xxx-8748

¹ The Debtors and the last four digits of their federal tax identification number are: AgFeed USA, LLC (8748); AgFeed Industries, Inc. (7168); TS Finishing, LLC (8748); New York Finishing, LLC (8748); Pork Technologies, LC (2076); New Colony Farms, LLC (9246); Heritage Farms, LLC (8141); Heritage Land, LLC (8129); Genetics Operating, LLC (1921); M2P2 Facilities, LLC (8748); MGM, LLC (8748); M2P2 General Operations, LLC (8748); New Colony Land Company, LLC(5834); M2P2 AF JV, LLC (8748); Midwest Finishing, LLC (8748); and Genetics Land, LLC (1921). The location of the corporate headquarters for AgFeed Industries, Inc. is 100 Bluegrass Commons Blvd., Suite 310, Hendersonville, Tennessee 37075. The location of the corporate headquarters for the remaining Debtors is 510 South 17th Street, Suite 104, Ames, Iowa 50010.

Account 38566974

As of: 11/04/13 4:07 AM ET | Export to Excel | View a sample 1099 |

Show

Asset Class	Qty	Symbol/ CUSIP	Description	Date Acquired	Average Unit Cost	Price	Change	Cost	Value	Gain Loss	%
Stocks	18,286	FEEDQ	AGFEED INDUSTRIES INC	11/16/10	\$2.23	\$0.27	\$0.00	\$40,701.38	\$4,937.22	-\$35,764.16	-87.87%
Stocks	1,000	BAC	BANK OF AMERICA CORP	10/20/10	\$11.39	\$14.02	\$0.00	\$11,392.01	\$14,020.00	\$2,627.99	23.07%
Stocks	300	C	CITIGROUP INC	08/20/10	\$38.27	\$48.74	\$0.00	\$11,481.52	\$14,622.00	\$3,140.48	27.35%
Stocks	5	HBC	HSBC HOLDINGS PLC	02/23/11	\$50.59	\$55.21	\$0.00	\$252.96	\$276.05	\$23.09	9.13%
Stocks	170	SA	SEABRIDGE GOLD INC	12/17/10	\$26.52	\$9.10	\$0.00	\$4,509.21	\$1,547.00	-\$2,962.21	-65.69%
Total All Asset Classes								\$68,337.08	\$35,402.27	\$32,934.81	48.19%

APEX CLEARING CORPORATION
1700 PACIFIC AVENUE SUITE 1400
DALLAS, TX 75201

TradeKing
13024 Bullittyme Corporate Place
Suite 500 • Charlotte, NC • 28277
Phone 877-495-5464 • Fax 866-689-0563
TradeKing.com • Member FINRA/SIPC

May 1, 2013 - May 31, 2013

PAGE 1 OF 6

BI JUN PENG

BI JUN PENG
1315 ANDERSON AVE
APT 15
FORT LEE NJ 07024-1732

ACCOUNT SUMMARY

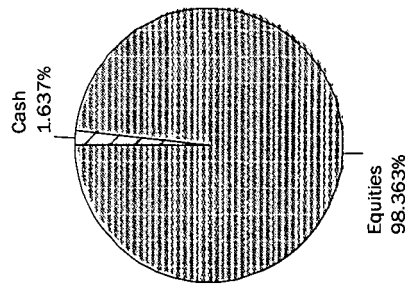
	OPENING BALANCE	CLOSING BALANCE
Margin account	\$544.39	\$551.89
NET ACCOUNT BALANCE	544.39	551.89
Securities	30,379.09	33,159.20
TOTAL PRICED PORTFOLIO	30,379.09	33,159.20
Total Equity Holdings	\$30,923.48	\$33,711.09

INCOME AND EXPENSE SUMMARY

	THIS PERIOD	YEAR TO DATE
Taxable dividends	\$7.50	\$20.50

See Reverse Side for Important Tax Information. This statement shall be conclusive if not objected to in writing within ten days. Errors and omissions excepted. Please address all communications to the firm and not to individuals. This statement is for informational purposes only and should not be used for tax reporting purposes. This statement should be retained for income tax purposes.

PORTFOLIO EQUITY ALLOCATION



ACCOUNT CARRIED BY:
APEX CLEARING
CORPORATION
MEMBER FINRA, NYSE and SIPC

The Account of the Customer is subject to the following terms and conditions ("Agreement") which the Customer agrees to, and accepts by use, maintenance and/or continuation of the Account notwithstanding any notice or statement of intention to You to the contrary.

1. Definitions. "Account" shall refer individually and collectively to all accounts which the Customer has previously opened, now has open or may open in the future, in which the Customer has any interest, with You or any Introducing Broker, and any and all previous, current and future transactions in such accounts. "Customer" refers to the individual(s) and/or entity(ies) in whose name the Account, referenced on the face of this Account statement is carried or who may otherwise have any interest in an Account. "Introducing Broker" means any brokerage firm which introduces securities transactions on behalf of the Customer, which transactions are cleared through You whether one or more. "Obligations" means all indebtedness, debit balances, liabilities or other obligations of any kind of the Customer to You, whether now existing or hereafter arising. "Securities or other Property" shall mean all money, securities, commodities or other property of every kind and nature and all contracts and options relating thereto, whether for present or future delivery. "You" or "Your" refers to Apex Clearing Corporation.

2. Payment of Indebtedness Upon Demand. The Customer shall at all times be liable for the payment upon demand of any Obligations owing from the Customer to You, and Customer shall be liable to You for any deficiency remaining in any Account in the event of the liquidation thereof, in whole or in part, by You, the Introducing Broker, or by the Customer, and the Customer shall pay such Obligations upon demand.

3. Security Interest: Liquidation. All Securities or other property now or hereafter held, carried or maintained by You in or for the Account shall be subject to a first and prior lien and security interest for the discharge of all of the Obligations of the Customer and are to be held by You as security for the payment of the Obligations of the Customer to You, to the fullest extent allowed by law. You shall have the right to transfer Securities or other Property so held by You from or to any Account of the Customer whenever You so determine. Whenever the Customer does not, on or before the settlement date, pay in full for any Securities or other Property purchased for the Account of the Customer, or deliver any Securities or other Property sold for such Account or if any other Obligations of the Customer to You are unpaid, You are authorized (a) until payment or delivery is made, to pledge, repledge, hypothecate, or rehypothecate, without notice, any and all Securities or other Property which You may hold for the Customer (either individually or jointly with others), separately or in common with other Securities or other property for the sum of one or a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar Securities or other Property; (b) to sell any or all Securities or other Property which You may hold for the Customer (either individually or jointly with others); (c) to sell any or all Securities or other Property in the Account of the Customer with You (either individually or jointly with others); (d) to buy any or all Securities or other Property which may be short in such Account; and/or (e) to cancel any open orders and to close any or all outstanding contracts; all without notice of sale or purchase, or other notice or advertisement, and that any prior demand or notice shall not be a waiver of Your rights provided herein. You shall have the discretion to determine which Securities or other Property are to be sold and which contracts are to be closed. Any such sales or purchases may be made at Your discretion, on any exchange, the over-the-counter market or any other market where such business is usually transacted or at public auction or private sale, and You, Your affiliates or the Introducing Broker or its affiliates may be the purchaser or seller for any such person's own Account. You are authorized in Your discretion, should You for any reason whatsoever deem it necessary for Your protection, without notice, to cancel any outstanding order, to close out the Account of the Customer, in whole or in part, or to close out any commitment made on behalf of the Customer.

4. Lending Agreement: Margin or Short Accounts. With respect to any margin or short Account maintained by the Customer, You are authorized to lend to yourself, as principal or otherwise, or to others, any Securities or other Property held by You on margin for any Account or as collateral therefor, either separately or without other securities. The Customer will at all times maintain such Securities or other Property in the Account of the Customer for margin and/or maintenance purposes as required by You in Your sole discretion, on demand, in accordance with Your general policies regarding margin and maintenance requirements, as such may be modified from time to time, or at other times as You may require, and will be charged, in accordance with Your usual custom or as otherwise determined by You with interest at rates permitted by the laws of the State of Texas. With respect to any margin or short Account of the Customer, You shall have the right at any time and from time to time, in accordance with Your general policies regarding Your margin or maintenance requirements, short Accounts or Accounts in general, as such may be modified from time to time, or at an earlier point in time than called for by said general policies, in the event that You feel insecure with respect to the Customer's account for any reason in Your sole discretion; (a) to sell any or all Securities or other Property which You may hold for the Customer (either individually or jointly with others); (b) to sell any or all Securities or other Property in the Account of the Customer with You (either individually or jointly with others); (c) to buy any or all Securities or other Property which may be short in such Account; and/or (d) to cancel any open orders and to close any or all outstanding contracts; all without demand for margin or additional margin, notice of sale or purchase or other notice or advertisement, and that any prior demand or notice shall not be a waiver of Your rights provided herein. You shall have the discretion to determine which Securities or other Property are to be sold and which contracts are to be closed. Any such sales or purchases may be made at Your discretion on any exchange, the over-the-counter market or any other market where such business is usually transacted, or at public auction or private sale, and You, Your affiliates or the Introducing Broker or its affiliates may be the purchaser or seller for any such person's own Account.

5. Account Carried as Clearing Broker. The Customer understands that You are carrying the Account of the Customer as clearing broker by arrangement with the Customer's Introducing Broker through whose courtesy the Account of the Customer has been introduced to You. The Customer understands that You act as custodian for funds and securities deposited with You, through the Customer's Introducing Broker, or as a result of transactions You may process for the Customer's Account. Inquiries regarding the Customer's Account, or the activity therein should be directed to the Introducing Broker. If Customer is unable to reach the Introducing Broker concerning account activity, or a complaint, Customer may contact Apex at 1700 Pacific Avenue, Suite 1400, Dallas TX 75201, (214) 765-1100, and speak with the Compliance Department. The Customer understands that the Introducing Broker and not You, is responsible for compliance with all applicable laws and regulations in connection with the Customer's Account. Until receipt by You from the Customer of written notice to the contrary, you may accept and rely upon from such Introducing Broker and its representatives employees and other agents, without any inquiry or investigation by You, (a) orders for the purchase or sale in the Customer's Account of Securities or other Property, and (b) any other instructions concerning the Customer's Account. The

5. (continued)

Customer understands that You act only to clear trades introduced by the Customer's Introducing Broker and to effect other back office functions for the Customer's Introducing Broker. The Customer confirms to You that the Customer is relying for any advice concerning the Customer's Account solely on the Customer's Introducing Broker. The Customer understands that You are not a principal of or partner with and do not control in any way, the Introducing Broker or its representatives, employees or other agents. The Customer understands that You will not review the Customer's account and will have no responsibility for trades made in the Customer's Account. The Customer agrees that You shall not be responsible or liable for any acts or omissions of the Introducing Broker or its representatives, employees or other agents.

THE FOLLOWING ARBITRATION AGREEMENT SHOULD BE READ IN CONJUNCTION WITH THESE DISCLOSURES:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORM IN WHICH A CLAIM IS FILED;
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED;
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS;
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD;
- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY;
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT;
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

6. ARBITRATION AGREEMENT. ANY AND ALL CONTROVERSIES, DISPUTES OR CLAIMS BETWEEN THE UNDERSIGNED AND YOU, OR THE INTRODUCING BROKER OR THE AGENTS, REPRESENTATIVES, EMPLOYEES, DIRECTORS, OFFICERS OR CONTROL PERSONS OF YOU OR THE INTRODUCING BROKER, ARISING OUT OF, IN CONNECTION WITH, FROM OR WITH RESPECT TO (a) ANY PROVISIONS OF OR THE VALIDITY OF THIS AGREEMENT OR ANY RELATED AGREEMENTS, (b) THE RELATIONSHIP OF THE PARTIES HERETO, OR (c) ANY CONTROVERSY ARISING OUT OF YOUR BUSINESS, THE INTRODUCING BROKER'S BUSINESS OR THE UNDERSIGNED'S ACCOUNTS SHALL BE CONDUCTED PURSUANT TO THE CODE OF ARBITRATION PROCEDURE OF THE FINRA. ARBITRATION MUST BE COMMENCED BY SERVICE OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE THE DECISION AND AWARD OF THE ARBITRATOR(S) SHALL BE CONCLUSIVE AND BINDING UPON ALL PARTIES, AND ANY JUDGMENT UPON ANY AWARD RENDERED MAY BE ENTERED IN A COURT HAVING JURISDICTION THEREOF, AND NEITHER PARTY SHALL OPPOSE SUCH ENTRY.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action, or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action, until: (i) the class certification is denied; or (ii) the class is de-certified; or (iii) the customer is excluded from the class by the court. Such forfeiture to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

7. Other Agreements; Option Transactions, Charges. The Customer agrees to be bound by the terms of Your Customer Account Agreement. If the Customer trades on margin or has short positions, the Customer agrees to be bound by the terms of Your Customer Margin and Short Account Agreement. If the Customer trades any options, the customer agrees to be bound by the terms of Your Customer Option Agreement. If this is a joint Account, the Customers agree to be bound by Your Joint Account Agreement. The Customer understands that copies of these agreements are available from You and, to the extent applicable, are incorporated by reference herein. The terms of these agreements are, in addition to the provisions of this Agreement and any other written agreements between You and the Customer, You may charge the Customer Account maintenance fees, security transfer fees and account transfer fees, and other charges or fees as agreed between You and the Customer's Introducing Broker or as independently established by You.

8. Option Account. Assignment notices for option contracts are allocated among client short positions pursuant to a manual procedure which randomly selects from all client short option positions, including positions established on the day of assignment, those contracts which are subject to exercise. All American short option positions are subject to assignment at any time. A more detailed description of Your random allocation procedure is available upon request. In accordance with the Customer Option Agreement, if applicable, the Customer must promptly notify the Introducing Broker of any change in the Customer's objectives of financial situation. Individual options commissions and other related charges have been included in the Customer's Confirmation; however, a summary of this information will be made available to the Customer upon request. The customer must promptly advise the introducing broker of any material change in the customer's investment objectives or financial situation.

9. Miscellaneous. Customer's financial statement is available for personal inspection or will be mailed on the Customer's request. The headings of each section of the Agreement are descriptive only and do not modify or qualify any provision of this Agreement. Except as provided in this Agreement, no provision of this Agreement may be altered, modified or amended unless in writing signed by Your authorized representative. This Agreement and all provisions shall inure to the benefit of You and Your successors, Your assigns, the Customer's Introducing Broker, and all other persons specified in Paragraph 6 above. With respect to any free credit balance included on the Account statement, such funds are not segregated and may be used in Your business, subject to the limitations of 17 CFR Section 240.15c3-3 of the Securities Exchange Act of 1934. The Customer may receive these funds in the normal course of business following demand to You. You shall not be liable for losses caused directly or indirectly by any events beyond Your reasonable control. The costs and expenses of collection of the debt balance and any unpaid deficiency in the Account of the Customer with You, including but not limited to reasonable attorneys' fees and expenses, incurred and payable or paid by You shall be payable to You by the Customer. The estimated annual income estimated current yield and market value calculations are estimates only and have been obtained or prepared from sources You consider to be reliable, but You make no assurance as to their accuracy.

May 1, 2013 - May 31, 2013

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BI JUN PENG

► PORTFOLIO SUMMARY

DESCRIPTION	SYMBOL/ CUSIP	ACCOUNT TYPE	QUANTITY	PRICE	MARKET VALUE	LAST PERIOD'S MARKET VALUE	% CHANGE	EST. ANNUAL INCOME	% OF TOTAL PORTFOLIO
EQUITIES / OPTIONS									
AGFEED INDUSTRIES INC	FEED	M	18,286	\$0.086	\$1,572.60	\$1,846.89	-15%		4.665%
BANK OF AMERICA CORP	BAC	M	1,000	13.66	13,660.00	12,310.00	11	40	40.521
CITIGROUP INC COM NEW	C	M	300	51.99	15,597.00	13,998.00	11	12	46.267
HSBC HOLDINGS PLC SPONSORED ADR NEW	HBC	M	5	54.86	274.30	274.30	0	12	.814
SEABRIDGE GOLD INC	SA	M	170	12.09	2,055.30	1,949.90	5		6.097
Total Equities					\$33,159.20			\$64	98.363%
Total Cash (Net Portfolio Balance)					\$551.89				1.637%
TOTAL PRICED PORTFOLIO					\$33,711.09			\$64	

► ACCOUNT ACTIVITY

TRANSACTION	DATE	ACCOUNT TYPE	DESCRIPTION	QUANTITY	PRICE	DEBIT	CREDIT
DIVIDENDS AND INTEREST							
DIVIDEND	05/08/13	M	HSBC HOLDINGS PLC SPONSORED ADR NEW CASH DIV ON 5 SHS REC 03/22/13 PAY 05/08/13 CUSIP: 404280406		\$0.90		\$4.50

INDEPENDENT VALUATION ACT

TradeKingSM
4665
40th Street
Nashville
Knox
TN 37203

13024 Ballantyne Corporate Place
Suite 500 • Charlotte, NC • 28277
Phone 877-495-5464 • Fax 866-999-0563
TradeKing.com • Member FINRA/SIPC

▶ ACCOUNT ACTIVITY (CONTINUED)

TRANSACTION	DATE	ACCOUNT TYPE	DESCRIPTION	QUANTITY	PRICE	DEBIT	CREDIT
DIVIDENDS AND INTEREST (continued)							
DIVIDEND	05/24/13	M	CITIGROUP INC COM NEW CASH DIV ON 300 SHS REC 05/06/13 PAY 05/24/13 CUSIP: 172967424		0.01		3.00
Total Dividends And Interest							\$7.50

May 1, 2013 - May 31, 2013

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BI JUN PENG

► ANNOUNCEMENTS

IMPORTANT INFORMATION

It is your responsibility to review your confirmations and statements upon receipt or when they are made available electronically. Transactions shall be conclusive and binding upon you if no written objection is made to Apex (within 10 days after available). In all cases Apex reserves the right to determine the validity of any objection to the information contained in the account statement.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day your payment is received, and you will not receive your check back from your financial institution. Please contact your broker if you have questions about electronic check collection or do not want your payments collected electronically.

FINRA REQUIRES THAT WE NOTIFY YOU IN WRITING OF THE AVAILABILITY OF AN INVESTOR BROCHURE THAT INCLUDES INFORMATION DESCRIBING THE FINRA'S PUBLIC DISCLOSURE PROGRAM ("PROGRAM"). TO OBTAIN A BROCHURE OR MORE INFORMATION ABOUT THE PROGRAM OR FINRA, CONTACT THE FINRA PROGRAM HOTLINE AT (800) 289-9999 OR ACCESS THE FINRA WEB SITE AT www.finrabrokercheck.com

May 1, 2013 - May 31, 2013

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BI JUN PENG

ANNOUNCEMENTS (CONTINUED)
IMPORTANT INFORMATION

To our valued customers:

In accordance with the Emergency Economic Stabilization Act of 2008 broker dealers are required to track and report cost basis to the IRS in three phases over the next three years.

- J** 2011: Equity Securities,
- J** 2012: Mutual funds and dividend reinvestment plan shares,
- J** 2013: Debt securities, options and all other financial instruments.

Beginning this upcoming tax reporting season the cost basis of any covered equity security transaction (purchased after 12/31/10) that is required to be reported on a 1099-B will include its associated cost basis. If you have any questions about this important change to the IRS mandated reporting requirements, please contact your broker.

Securities Investor Protection Corporation ("SIPC") does not cover commodity contracts and options on futures. For information about SIPC or to request a SIPC brochure, please see www.sipc.org or contact SIPC at (202) 371-8300.

DPP and REIT securities are generally illiquid and the estimated value of these securities may not be realized upon liquidation of the security. The value of the security will differ from the purchase price. In the event valuations are provided, they will be based upon estimated values obtained from the issuer's annual report. However, in some cases accurate valuation information is not available and will not be provided.

FINRA Rule 2340 requires that we advise you to promptly report any inaccuracy or discrepancy in your account to your brokerage firm and clearing firm (where these are different firms) and to re-confirm any oral communications in writing.
http://www.finra.com/web/groups/rules_regs/documents/notice_to_members/p018130.pdf

Pursuant to SEC Rule 606, Apex Clearing Corporation is required to make publicly available a quarterly report with regard to its routing of non-directed orders. For the purpose of this Rule, we have entered into an agreement with Quantum5 Market Surveillance (a Division of S3 Matching Technologies) to disclose all required information pertaining to this rule. This information can be accessed on the internet at: <ftp://public.s3.com/11ac16/pfsi>, or a written copy will be furnished at no cost upon request via telephone to (214) 765-1009 or email to cs@apexclearing.com.

SEC Rule 606 (b) requires a broker-dealer to disclose to its customers, upon request, "the identity of the venue to which the customer's orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the transactions, if any, that resulted from such orders."



ANNOUNCEMENTS (CONTINUED)
IMPORTANT INFORMATION

A copy of Apex Clearing Corporation's Statement of Financial Condition at December 31, 2012 is available on the website at www.apexclearing.com and <https://online.apexclearing.com>. A copy may also be obtained at no cost by calling 1-214-765-1009. At December 31, 2012, Apex Clearing Corporation had net capital of \$102,332,406 and was \$83,622,081 in excess of its required net capital of \$18,710,325. At February 28, 2013, Apex Clearing Corporation had net capital of \$106,847,345 and was \$89,712,767 in excess of its required net capital of \$17,134,578.



PO BOX 49050 • Charlotte NC • 28277
Phone 877-435-6464 • Fax 866-639-0563
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TRADEKING
13024 BALLANTYNE CORP. PLACE
SUITE 5000
CHARLOTTE, NC 28277

***** AUTO**ALL FOR AADC 07099
BI JUN PENG
1315 ANDERSON AVE
APT 15
FORT LEE NJ 07024-1732

Dear Client,

We have been requested to forward you the enclosed material. Please review the enclosed documents for instructions on how to submit a claim. If you have any questions pertaining to this notice or on how to submit a claim, please contact your Financial Institution prior to the deadline indicated.

NOTICE OF PROOF OF CLAIM
SECURITY DESCRIPTION: ACCEED INDUSTRIES INC

CUSTID: 008461101
ACCOUNT#: 000385-66974-24A140
QUANTITY: 18,286

10/11/13

JOB NUMBER: E78293 150

CONTROL#: 351375300231

DEBTORS	ADDRESS	OTHER NAMES (Used by the Debtors in the last 8 years)	CASE NO.	EIN NO.
Midwest Finishing, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11775	xx-xxx-8748
New Colony Farms, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11766	xx-xxx-9246
New Colony Land Company, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11773	xx-xxx-5834
New York Finishing, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11764	xx-xxx-8748
Pork Technologies, LC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11765	xx-xxx-2076
TS Finishing, LLC	510 South 17th Street Suite 104 Ames, Iowa 50010		13-11763	xx-xxx-8748

On September 27, 2013, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order in the Chapter 11 Cases (the "Bar Date Order") establishing certain claims bar dates in the Chapter 11 Cases. By the Bar Date Order, the Court established **November 12, 2013, at 4:00 p.m. (Prevailing Eastern Time)**, as the claims bar date (the "General Bar Date") and **January 13, 2014, at 4:00 p.m. (Prevailing Eastern Time)** as the Governmental Units claims bar date (the "Governmental Bar Date"). Except as described below, the Bar Date Order requires all Entities, other than Governmental Units, that have or assert any Pre-Petition Claims and/or AgFeed USA Post-Petition Claims arising prior to September 12, 2013 (the "Closing Date") against the Debtors (including claims arising under section 503(b)(9) of the Bankruptcy Code) to file proofs of claim (each a "Proof of Claim," or collectively, "Proofs of Claim") with BMC Group, Inc. ("BMC"), the claims, noticing, and balloting agent in these cases, so that their Proofs of Claim are received by BMC on or before **4:00 p.m. (Prevailing Eastern Time) on the General Bar Date**. In addition, the Bar Date Order requires that all Governmental Units file Proofs of Claim with BMC so that their Proofs of Claim are received by BMC on or before **4:00 p.m. (Prevailing Eastern Time) on the Governmental Bar Date**.

For your convenience, enclosed with this notice is a proof of claim form (the "Proof of Claim Form") that identifies on its face the amount, nature, and classification of your Claim(s), if any, listed in the Debtors' schedules of assets and liabilities or statements of financial affairs filed in these cases (collectively, the "Schedules").

KEY DEFINITIONS

As used in this notice, the term "Entity" has the meaning given to it in section 101(15) of the Bankruptcy Code, and includes all persons (individuals, partnerships, and corporations), estates, trusts, and the United States Trustee for the District of Delaware.

As used in this notice, the term "Governmental Unit" has the meaning given to it in section 101(27) of the Bankruptcy Code and includes the United States, states, commonwealths, districts, territories, municipalities, foreign states, or departments, agencies, or instrumentalities of the foregoing.

As used in this notice, the term "Claim" shall mean, as to or against the Debtors and in accordance with section 101(5) of the Bankruptcy Code: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured. Moreover, "Claim," as used herein, shall also refer to any administrative expense claims arising prior to the Closing Date filed pursuant to section 503(b) of the Bankruptcy Code.

As used in this notice, the term "Pre-Petition Claim" shall mean any alleged claim against the Debtors arising prior to July 15, 2013, including any alleged administrative priority claim arising under section 503(b)(9) of the Bankruptcy Code for goods provided prior to the Petition Date.

As used in this notice, the term "Post-Petition Claim" shall mean any alleged administrative expense claim accruing against AgFeed USA or any other Debtor (excluding Debtor AgFeed Industries, Inc.) post-petition through and including the Closing Date.

WHO MUST FILE A PROOF OF CLAIM AND THE APPLICABLE BAR DATES

The Bar Dates

The Bar Date Order establishes the following bar dates for filing Proofs of Claim in these cases (collectively, the "Bar Dates"):

The General Bar Date. Pursuant to the Bar Date Order, all Entities, other than Governmental Units, holding Claims against any of the Debtors (whether secured, administrative expense, unsecured priority, or unsecured nonpriority) that arose prior to or on July 15, 2013, are required to file Proofs of Claim by the General Bar Date, November 12, 2013, at 4:00 p.m. (Prevailing Eastern Time). Moreover, all Entities, other than Governmental Units, holding Claims against AgFeed USA or any other Debtor (excluding Debtor AgFeed Industries, Inc.) that arose subsequent to July 15, 2013, but prior to the Closing Date are required to file Proofs of Claim pursuant to section 503(b) of the Bankruptcy Code by the General Bar Date.

The Governmental Bar Date. Pursuant to the Bar Date Order, Governmental Units holding Claims against the Debtors that arose prior to or on July 15, 2013, are required to file Proofs of Claim by the Governmental Bar Date, January 13, 2014, at 4:00 p.m. (Prevailing Eastern Time).

The Rejection Bar Date. Any Entity whose Claims arise out of the Court-approved rejection of an executory contract or unexpired lease, in accordance with section 365 of the Bankruptcy Code and pursuant to an order entered prior to the confirmation of a chapter 11 plan in the Chapter 11 Cases (a "Rejection Damages Claim"), must file a Proof of Claim on or before the later of: (i) the General Bar Date, (ii) 4:00 p.m. (Prevailing Eastern Time) on the date that is thirty (30) days after entry of an order approving the rejection of an executory contract or unexpired lease pursuant to which the Entity asserting the Rejection Damages Claim is a party, or (iii) such other date as the Court may fix. The later of these dates is referred to in this notice as the "Rejection Bar Date."

Entities That Must File Proofs of Claims by the General Bar Date

Subject to terms described above for holders of Claims subject to the Rejection Bar Date, the following Entities must file Proofs of Claim on or before the General Bar Date:

- (a) any Entity whose Pre-Petition Claim against the Debtors is not listed in the Debtors' Schedules or whose Pre-Petition Claim is listed in the Schedules but is listed as disputed, contingent, or unliquidated and that desires to participate in these Chapter 11 Cases or share in any distribution in these Chapter 11 Cases;
- (b) any Entity that believes that its Pre-Petition Claim is improperly classified in the Schedules or is listed in an incorrect amount and that desires to have its Claim allowed in a classification or amount other than that identified in the Schedules;
- (c) any Entity, other than a Governmental Unit, that asserts an administrative expense claim against the Debtors (excluding Debtor AgFeed Industries, Inc.) pursuant to section 503(b) of the Bankruptcy Code for goods or services provided after the Petition Date but prior to the Closing Date; and
- (d) any Entity that believes it has a Pre-Petition Claim arising under section 503(b)(9) of the Bankruptcy Code for goods provided prior to the Petition Date.

Entities Not Required to File Proofs of Claim by the General Bar Date

The Bar Date Order further provides that the following Entities need not file Proofs of Claim by the General Bar Date:

- (a) any Entity that has already properly filed a Proof of Claim against one or more of the Debtors with either BMC or the Clerk of the Court for the United States Bankruptcy Court for the District of Delaware;
- (b) any Entity (i) whose Claim is listed in the Schedules or any amendments thereto; (ii) whose Claim is not described therein as "disputed," "contingent," or "unliquidated;" and (iii) who does not dispute the amount or classification of its Claim as set forth in the Schedules;

- (c) professionals retained by the Debtors, the official committee of unsecured creditors, or the official committee of equity security holders pursuant to orders of this Court, including BMC, who assert administrative Claims for payment of fees and expenses subject to the Court's approval pursuant to sections 330, 331(a), and 503(b) of the Bankruptcy Code;
- (d) current officers and directors of the Debtors who assert Claims for indemnification and/or contribution arising as a result of such officers' or directors' pre-petition or post-petition services to the Debtors;
- (e) any Debtor asserting a Claim against another Debtor;
- (f) any Entity whose Claim against the Debtors has been allowed by an order of the Court entered on or before the applicable Bar Date;
- (g) any Entity whose Claim has been paid by the Debtors;
- (h) any Entity holding a Claim payable to the Court or the United States Trustee Program pursuant to 28 U.S.C. § 1930;
- (i) any direct or indirect non-debtor subsidiary or affiliate of the Debtors;
- (j) any Entity that holds an interest in the Debtors, whose interest is based exclusively upon the ownership of common or preferred stock, membership interests, partnership interests, or warrants or rights to purchase, sell or subscribe to such a security or interest; provided, however, that interest holders that wish to assert Claims (as opposed to ownership interests) against the Debtors that arise out of or relate to the ownership or purchase of an interest, including Claims arising out of or relating to the sale, issuance, or distribution of the interest, must file Proofs of Claim on or before the applicable Bar Date, unless another exception identified herein applies; and
- (k) Farm Credit Services of America, FLCA and Farm Credit Services of America, PCA (collectively, "Farm Credit") as lenders under that certain Credit Agreement of AgFeed USA and the other borrowers party thereto, dated as of June 6, 2006, as amended, supplemented, or otherwise modified (the "Credit Agreement"), but only to the extent that the Claims of Farm Credit arise under the Credit Agreement.

Filing Proofs of Claim Against Multiple Debtors; Requirement to Identify Debtor; and Entitlement to Administrative Expense Status

Any Entity asserting Claims against more than one Debtor must file a separate Proof of Claim with respect to each such Debtor. In addition, any Entity filing a Proof of Claim must identify on its Proof of Claim Form the particular Debtor against which its Claim is asserted, and whether all or a portion of such claim is entitled to administrative expense status pursuant to section 503(b) of the Bankruptcy Code.

CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any Entity that is required to file a Proof of Claim, but fails to do so by the applicable Bar Date described in this notice, absent a subsequent order of the Court, shall not be treated as a creditor with respect to such Claim for the purposes of voting on or distribution under any chapter 11 plan proposed and/or confirmed in these Chapter 11 Cases.

If it is unclear from the Schedules whether your Claim is disputed, contingent, or unliquidated as to amount or your Claim is improperly listed or classified, you must file a Proof of Claim on or before the applicable Bar Date. Any Entity that relies on the information in the Schedules bears responsibility for determining that its Claim is accurately listed therein.

RESERVATION OF RIGHTS

The Debtors reserve the right to (a) dispute, or to assert offsets or defenses against, any filed Claim or any Claim listed or reflected in the Schedules as to nature, amount, liability, classification, or otherwise; and (b) subsequently designate any Claim as disputed, contingent, or unliquidated. Nothing contained in this notice shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

PROCEDURE FOR FILING PROOFS OF CLAIM

Original Proofs of Claim must be sent by mail, overnight courier, or messenger so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on the applicable Bar Date. If a Proof of Claim is sent by first class

mail, the mailing address is: BMC Group, Inc., Attn: AgFeed USA, LLC Claims Processing, PO Box 3020, Chanhassen, MN 55317-3020. If a Proof of Claim is sent by overnight mail, overnight courier, or hand delivery, the address is: BMC Group, Inc., Attn: AgFeed USA, LLC Claims Processing, 18675 Lake Drive East, Chanhassen, MN 55317. *Any Proof of Claim submitted by facsimile or e-mail will not be accepted and will not be deemed filed until the Proof of Claim is submitted by one of the methods described in the foregoing sentence.* Proofs of Claim will be deemed filed only when actually received by BMC. If you wish to receive acknowledgement of BMC's receipt of your Proof of Claim, you must also submit by the applicable Bar Date and concurrently with submitting your original Proof of Claim, (a) a copy of your original Proof of Claim and (b) a self-addressed, stamped return envelope.

Proofs of Claim must include all documentation required by Bankruptcy Rules 3001(c) and 3001(d), including an original or a copy of any written document that forms the basis of the Claim or, for secured Claims, evidence that the alleged security interest has been perfected. However, upon the advance express written consent of the Debtors, a claimant's Proof of Claim may be filed without the documents required by Bankruptcy Rules 3001(c) and 3001(d); provided, however, that any claimant that receives such a written consent will be required to transmit these documents in support of its Claim to BMC, the Debtors or other parties in interest within ten (10) days after the date of a written request for such documents.

ADDITIONAL INFORMATION

You may be listed as the holder of a Claim against the Debtors in the Schedules. If you hold or assert a Claim that is not listed in the Schedules, if you disagree with the amount or priority of your Claim as listed in the Schedules, or if your Claim is listed in the Schedules as contingent, unliquidated, or disputed, you **must** file a Proof of Claim. Copies of the Schedules and the Bar Date Order are available for inspection during regular business hours at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. In addition, copies of the Debtors' Schedules and Bar Date Order may be obtained for free on BMC's website (<http://bmcbgroup.com/restructuring/geninfo.aspx?ClientID=323>); for a fee at the Bankruptcy Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website; or for a charge through Delaware Document Retrieval, 2 East 7th Street, 2nd Floor, Wilmington, Delaware 19801.

Questions concerning the contents of this notice and requests for Proofs of Claim should be directed to BMC at (888) 909-0100 between the hours of 8:00 a.m. and 6:00 p.m. (Prevailing Eastern Time), Monday through Friday. **Please note that BMC's staff is not permitted to give legal advice. You should consult your own attorney for assistance regarding any other inquiries, such as questions concerning the completion or filing of a Proof of Claim.**

Dated: Wilmington, Delaware
September 27, 2013

YOUNG CONAWAY STARGATT & TAYLOR, LLP

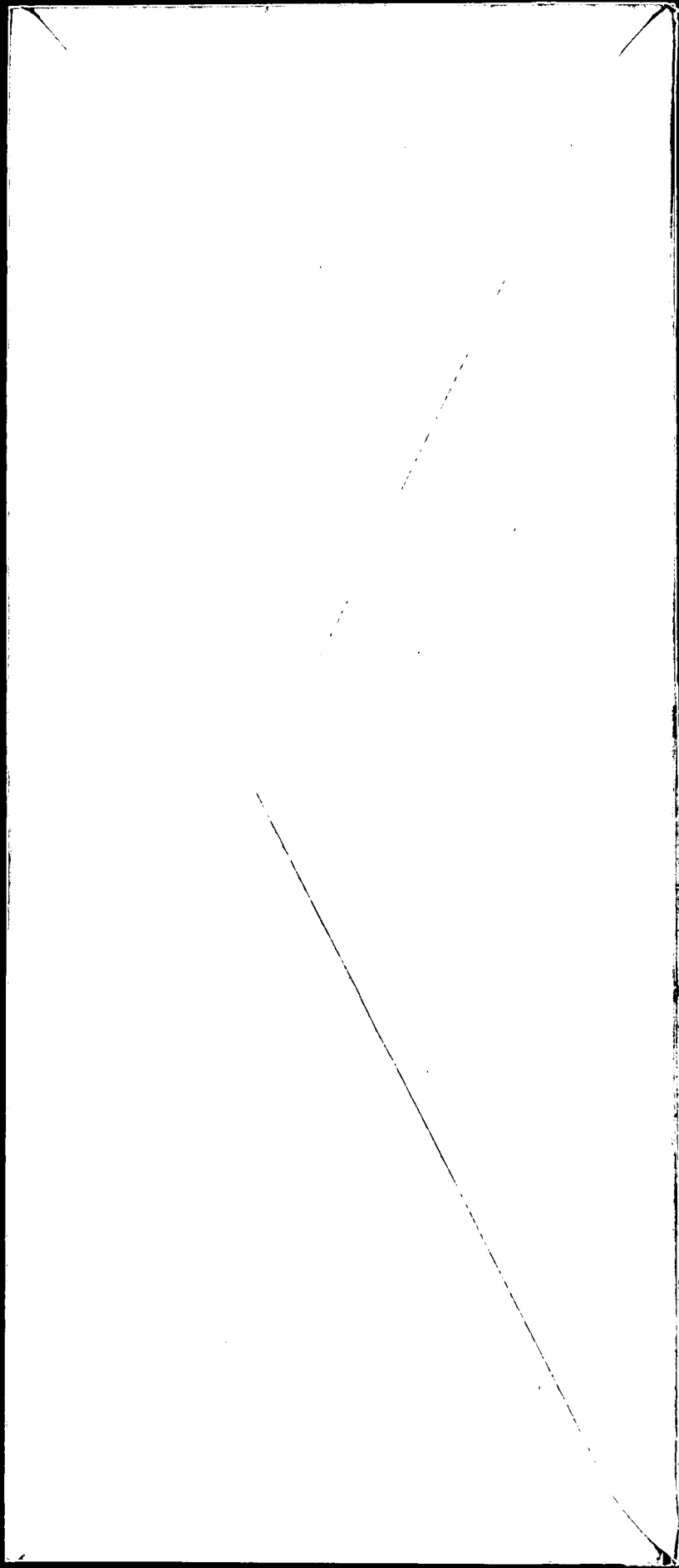
/s/ Donald J. Bowman, Jr.

Robert S. Brady (No. 2847)
Donald J. Bowman, Jr. (No. 4383)
Robert F. Poppiti, Jr. (No. 5052)
Ian J. Bambrick (No. 5455)
1000 N. King Street
Rodney Square
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

Counsel for the Debtors and Debtors in Possession

Bi Jun Peng
1315 Anderson Ave. Apt 15
Fort Lee, NJ 07024

BMC Group, Inc.
ATTN: AgFeed USA, LLC Claims Processing
PO Box 3020
Chanhassen, MN 55317-3020



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authorized agent or delivery employee's signature constitutes
valid proof of delivery.)

TO: (PLEASE PRINT) PHONE ()

BMC Group, Inc.
ATTN: Agreed USA, LLC Claims Processing
PO Box 3030
Chanhassen, MN

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)

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FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

ORIGIN (POSTAL SERVICE USE ONLY)

PO ZIP Code	Day of Delivery	Postage
10001	Next ☐ 2nd ☐ 2nd Dm Day ☒	\$ 19.95
Date Accepted	Scheduled Date of Delivery	Return Receipt Fee
Mo 11/5/13	Month Day	\$
Time Accepted	Scheduled Time of Delivery	COD Fee
1303 PM	☐ Noon ☒ 3 PM	\$
Flat Rate ☐ or Weight	Military	Total Postage & Fees
4 lbs. ozs.	☐ 2nd Day ☐ 3rd Day	\$
	Int'l Alpha Country Code	Acceptance/Exp. Initials
		WLS

FROM: (PLEASE PRINT) PHONE (917) 306-6008

Bi Jun Peng
1315 Anderson Ave Apt 15
Fort Lee, NJ 07024

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