

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

REGULAR MAIL: BMC GROUP, INC. ATTN: AGFEED USA, LLC CLAIMS PROCESSING PO BOX 3020 CHANHASSEN, MN 55317-3020
MESSENGER/OVERNIGHT DELIVERY BMC GROUP, INC. ATTN: AGFEED USA, LLC CLAIMS PROCESSING 18675 LAKE DRIVE EAST CHANHASSEN, MN 55317

PROOF OF CLAIM / REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE

Name of Debtor: Agfeed Industries

Case Number: 13-11762

Name of Creditor (the person or other entity to whom the debtor owes money or property): Heinz Neumeier & Helene Neumeier JT Ten

COURT USE ONLY

Name and address where notices should be sent: Heinz Neumeier 17244 SE 244th Pl Kent. WA 98042

Check this box if this claim amends a previously filed claim.

Court Claim Number: _____ (If known)

Filed on: _____

Telephone number: 253-631-4098 email: HZNHLN@aol.com

Name and address where payment should be sent (if different from above):

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.

Telephone number: _____ email: _____

RECEIVED

NOV 12 2013

1. Amount of Claim as of Date Case Filed: \$ 22,507 -

BMC GROUP

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.

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: Purchase of common stock
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: 1197

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.

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____

Nature of property or right of setoff: Real Estate Motor Vehicle Other Describe: _____

Basis for perfection: _____

Value of Property: \$ _____

Amount of Secured Claim: \$ _____

Annual Interest Rate _____ % Fixed or Variable (when case was filed)

Amount of Unsecured: \$ 22,507 -

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).

Amount entitled to priority: \$ _____

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)()

*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 adjst

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: Virginia R. Smith

Title: JCPA

Company: _____

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

PO Box 7389
Covington WA 98042

Virginia R. Smith 11-8-13
(Signature) (Date)

Telephone number: 203-630-1755 email: Jenny@VS-CPA.COM

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.

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17244 SE 244TH PL
KENT WA 98042-5279



Symbol	Account #	Trade #	AT*	Cap*	AI*	Trade Date	Settlement Date
FEED	58355504	0297FCGZ	1	1	4	10/23/2008	10/28/2008
You	Quantity	CUSIP Number	Security Description			Coupon	Office
Bought	4000	00846L101	AGFEED INDUSTRIES			%	46D
Price	Principal	Commission	State Tax	Misc. Fee*	MF Trans Fee*	Misc Interest	Net Amount
4.50	18,000.00	0.00	0.00	0.00	0.00	0.00	18,000.00

ADDITIONAL INFORMATION:

ADDL 15% MARG MAINT REQT
UNSOLICITED ORDER

In accordance with your instructions we are confirming the above unsolicited transaction(s) reported on this document for your account, subject to terms listed below. Please retain this confirmation for tax purposes. Notify Scottrade immediately if any information contained in this confirmation is not correct. The agreement controlling this transaction, and the explanation of the symbols are printed below.

AGREEMENT

It is agreed between Scottrade, Inc. ("Scottrade") and the Customer that:

- All transactions are subject to the rules and regulations of the US Securities and Exchange Commission, the Federal Reserve Board, the Financial Industry Regulatory Authority, or any Market Center, Clearing Agency, or regulatory authority that may have jurisdiction over this transaction.
- All securities carried in a margin account may at any time be hypothecated and commingled with securities carried for the account of other customers and loaned or pledged by Scottrade for a sum not to exceed 140% of the aggregate indebtedness of that margin account.
- The Customer agrees to deliver securities sold and payment for securities bought to Scottrade no later than the settlement date. Otherwise, the securities may be bought in or sold out at the discretion of Scottrade. Failure to meet settlement may also result in the cancellation of this transaction or additional charges added to the account. Customer agrees to accept any liability resulting from any failure to complete the transaction. Pending full payment on purchase, securities may be hypothecated and commingled with other securities so purchased until payment is received.
- On purchases the name of the seller, and on sales the name of the purchaser, date and time of transaction, as well as any additional remuneration received by Scottrade in connection with this transaction, will be provided upon request.
- Should it become apparent that a dividend claim will be forthcoming after the settlement of this transaction, Scottrade reserves the right to withhold the claim amount from any proceeds or amount due.

EXPLANATION OF CODED SYMBOLS

- AT*** - Account Type
 0. Broker Dealer
 1. Cash
 2. General Margin
 3. Short
 4. Special Subscription
 7. Flexible Reinvestment Program™
- CAP*** - Capacity in which the firm acted
 1. As Agent for you we have sold or bought this security.
 2. As Principal we have sold to you or bought from you this security.
 3. As Agent for another we have sold to you or bought from you this security.
 4. As Agent for both buyer and seller.
 5. As Principal with commission equivalent charged.
- AI*** - Account Instructions
 1. Transfer and mail security to customer
 2. Hold security
 3. Safekeep security in customer name
 4. Safekeep security in street name
 5. Special written instructions
 J. Hold funds in account
 K. Mail check to customer on receipt of security
 L. Apply proceeds to purchase
 M. Special written instructions
- Misc. Fee*** - A regulatory transaction fee levied to recover costs associated with fees assessed to the firm by self regulatory organizations. The fee is calculated as a percentage of sale proceeds, and fractional amounts may be rounded up to the next cent. If your confirmation indicates an average price was received, the fee shown is the sum of fees charged to multiple partial fills, rounded up to the next cent.
- MF Trans Fee*** - Fees charged related to Mutual Fund transactions will display in this field, which may include the Contingent Deferred Sales Charge, short term redemption fee and/or transaction fees.
- Misc*** - Miscellaneous charges such as:
 Certificate Fees
 Postage and Handling
 Other

Average Price: For trades where an average price was used (due to multiple executions), the price of each individual execution is

available by contacting **your local branch office** or registered investment advisor. The average price will be reported to the IRS when applicable.

Bond Ratings Disclosure: This confirmation may contain information obtained from third parties, including ratings from credit ratings agencies such as Standard & Poor's. Reproduction and distribution of third party content in any form is prohibited except with the prior written permission of the related third party. Third party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. Third party content providers give no express or implied warranties, including but not limited to, any warranties of merchantability or fitness for a particular purpose or use. Third party content providers shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs) in connection with any use of their content, including ratings. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the suitability of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice.

Call Features: If the trade confirmation notes that the security purchased has a call feature, or additional call features that may affect yield, please contact **your local branch office** (or registered investment advisor, if applicable) if you would like to receive further information regarding the security.

Canadian Securities: Orders in Canadian securities executed on a Canadian exchange may be subject to a Canadian floor brokerage fee, which is included in the price displayed on the confirmation. Information on the applicability of this fee can be found on our website or by contacting **your local branch office** (or registered investment advisor, if applicable).

Due Bill: A due bill will show on all sale confirmations for a stock when a split is pending, to identify the seller's obligation to deliver securities sold to the buyer. The ratio displayed represents the number of shares owed for the number of shares sold.

Order Routing Disclosure: Scottrade receives remuneration for directing orders to particular broker/dealers or market centers for execution. Such remuneration is considered compensation to the firm and the source and amount of any compensation received by the firm in connection with your transaction will be disclosed upon request. The identity of the market center to which any customer order is routed during the previous six month period is available upon request.

Short Transactions: Should this trade, through the result of a short sale, option assignment or exercise result in a short transaction, you understand that you will be responsible for any resulting loss, short rebate expense or associated costs incurred by us in connection with this "short" transaction.

Requests for Additional Information: Information requested by a customer pursuant to statements required on the confirmation shall be provided within five business days following the date of receipt of a request for such information; provided however, that in the case of information relating to a transaction executed more than 30 calendar days prior to the date of receipt of a request, the information shall be given or sent to the customer within 15 business days following the date of receipt of the request.

For a full explanation, please contact **your local branch office** (or registered investment advisor, if applicable).

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Symbol	Account #	Trade #	AT*	Cap*	AI*	Trade Date	Settlement Date
FEED	58355504	0297FCZR	1	1	4	10/23/2008	10/28/2008
You	Quantity	CUSIP Number	Security Description			Coupon	Office
Bought	700	00846L101	AGFEED INDUSTRIES			%	46D
Price	Principal	Commission	State Tax	Misc. Fee*	MF Trans Fee*	Misc Interest	Net Amount
4.50	3,150.00	0.00	0.00	0.00	0.00	0.00	3,150.00

ADDITIONAL INFORMATION:

ADDL 15% MARG MAINT REQ
UNSOLICITED ORDER

In accordance with your instructions we are confirming the above unsolicited transaction(s) reported on this document for your account, subject to terms listed below. Please retain this confirmation for tax purposes. Notify Scottrade immediately if any information contained in this confirmation is not correct. The agreement controlling this transaction, and the explanation of the symbols are printed below.

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- The Customer agrees to deliver securities sold and payment for securities bought to Scottrade no later than the settlement date. Otherwise, the securities may be bought in or sold out at the discretion of Scottrade. Failure to meet settlement may also result in the cancellation of this transaction or additional charges added to the account. Customer agrees to accept any liability resulting from any failure to complete the transaction. Pending full payment on purchase, securities may be hypothecated and commingled with other securities so purchased until payment is received.
- On purchases the name of the seller, and on sales the name of the purchaser, date and time of transaction, as well as any additional remuneration received by Scottrade in connection with this transaction, will be provided upon request.
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EXPLANATION OF CODED SYMBOLS
AT* - Account Type

- Broker Dealer
- Cash
- General Margin
- Short
- Special Subscription
- Flexible Reinvestment Program™

CAP* - Capacity in which the firm acted

- As Agent for you we have sold or bought this security.
- As Principal we have sold to you or bought from you this security.
- As Agent for another we have sold to you or bought from you this security.
- As Agent for both buyer and seller.
- As Principal with commission equivalent charged.

AI* - Account Instructions

- Transfer and mail security to customer
- Hold security
- Safekeep security in customer name
- Safekeep security in street name
- Special written instructions
- Hold funds in account
- Mail check to customer on receipt of security
- Apply proceeds to purchase
- Special written instructions

Misc. Fee* - A regulatory transaction fee levied to recover costs associated with fees assessed to the firm by self regulatory organizations. The fee is calculated as a percentage of sale proceeds, and fractional amounts may be rounded up to the next cent. If your confirmation indicates an average price was received, the fee shown is the sum of fees charged to multiple partial fills, rounded up to the next cent.

MF Trans Fee* - Fees charged related to Mutual Fund transactions will display in this field, which may include the Contingent Deferred Sales Charge, short term redemption fee and/or transaction fees.

Misc* - Miscellaneous charges such as:

- Certificate Fees
- Postage and Handling
- Other

Average Price: For trades where an average price was used (due to multiple executions), the price of each individual execution is

available by contacting **your local branch office** or registered investment advisor. The average price will be reported to the IRS when applicable.

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Short Transactions: Should this trade, through the result of a short sale, option assignment or exercise result in a short transaction, you understand that you will be responsible for any resulting loss, short rebate expense or associated costs incurred by us in connection with this "short" transaction.

Requests for Additional Information: Information requested by a customer pursuant to statements required on the confirmation shall be provided within five business days following the date of receipt of a request for such information; provided however, that in the case of information relating to a transaction executed more than 30 calendar days prior to the date of receipt of a request, the information shall be given or sent to the customer within 15 business days following the date of receipt of the request.

For a full explanation, please contact **your local branch office** (or registered investment advisor, if applicable).

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Symbol	Account #	Trade #	AT*	Cap*	AI*	Trade Date	Settlement Date
FEED	58355504	0297E6BE	1	1	4	10/23/2008	10/28/2008
You Bought	Quantity	CUSIP Number	Security Description	Coupon	Office		
	300	00846L101	AGFEED INDUSTRIES	%	46D		
Price	Principal	Commission	State Tax	Misc. Fee*	MF Trans Fee*	Misc Interest	Net Amount
4.50	1,350.00	7.00	0.00	0.00	0.00	0.00	1,357.00

ADDITIONAL INFORMATION:

ADDL 15% MARG MAINT REQ
 UNSOLICITED ORDER

In accordance with your instructions we are confirming the above unsolicited transaction(s) reported on this document for your account, subject to terms listed below. Please retain this confirmation for tax purposes. Notify Scottrade immediately if any information contained in this confirmation is not correct. The agreement controlling this transaction, and the explanation of the symbols are printed below.

AGREEMENT

It is agreed between Scottrade, Inc. ("Scottrade") and the Customer that:

- All transactions are subject to the rules and regulations of the US Securities and Exchange Commission, the Federal Reserve Board, the Financial Industry Regulatory Authority, or any Market Center, Clearing Agency, or regulatory authority that may have jurisdiction over this transaction.
- All securities carried in a margin account may at any time be hypothecated and commingled with securities carried for the account of other customers and loaned or pledged by Scottrade for a sum not to exceed 140% of the aggregate indebtedness of that margin account.
- The Customer agrees to deliver securities sold and payment for securities bought to Scottrade no later than the settlement date. Otherwise, the securities may be bought in or sold out at the discretion of Scottrade. Failure to meet settlement may also result in the cancellation of this transaction or additional charges added to the account. Customer agrees to accept any liability resulting from any failure to complete the transaction. Pending full payment on purchase, securities may be hypothecated and commingled with other securities so purchased until payment is received.
- On purchases the name of the seller, and on sales the name of the purchaser, date and time of transaction, as well as any additional remuneration received by Scottrade in connection with this transaction, will be provided upon request.
- Should it become apparent that a dividend claim will be forthcoming after the settlement of this transaction, Scottrade reserves the right to withhold the claim amount from any proceeds or amount due.

EXPLANATION OF CODED SYMBOLS

AT* - Account Type

- Broker Dealer
- Cash
- General Margin
- Short
- Special Subscription
- Flexible Reinvestment Program™

CAP* - Capacity in which the firm acted

- As Agent for you we have sold or bought this security.
- As Principal we have sold to you or bought from you this security.
- As Agent for another we have sold to you or bought from you this security.
- As Agent for both buyer and seller.
- As Principal with commission equivalent charged.

AI* - Account Instructions

- Transfer and mail security to customer
- Hold security
- Safekeep security in customer name
- Safekeep security in street name
- Special written instructions
- Hold funds in account
- Mail check to customer on receipt of security
- Apply proceeds to purchase
- Special written instructions

Misc. Fee* - A regulatory transaction fee levied to recover costs associated with fees assessed to the firm by self regulatory organizations. The fee is calculated as a percentage of sale proceeds, and fractional amounts may be rounded up to the next cent. If your confirmation indicates an average price was received, the fee shown is the sum of fees charged to multiple partial fills, rounded up to the next cent.

MF Trans Fee* - Fees charged related to Mutual Fund transactions will display in this field, which may include the Contingent Deferred Sales Charge, short term redemption fee and/or transaction fees.

Misc* - Miscellaneous charges such as:

- Certificate Fees
- Postage and Handling
- Other

Average Price: For trades where an average price was used (due to multiple executions), the price of each individual execution is available by contacting **your local branch office** or registered investment advisor. The average price will be reported to the IRS when applicable.

Bond Ratings Disclosure: This confirmation may contain information obtained from third parties, including ratings from credit ratings agencies such as Standard & Poor's. Reproduction and distribution of third party content in any form is prohibited except with the prior written permission of the related third party. Third party content providers do not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and are not responsible for any errors or omissions (negligent or otherwise), regardless of the cause, or for the results obtained from the use of such content. Third party content providers give no express or implied warranties, including but not limited to, any warranties of merchantability or fitness for a particular purpose or use. Third party content providers shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs) in connection with any use of their content, including ratings. Credit ratings are statements of opinions and are not statements of fact or recommendations to purchase, hold or sell securities. They do not address the suitability of securities or the suitability of securities for investment purposes, and should not be relied on as investment advice.

Call Features: If the trade confirmation notes that the security purchased has a call feature, or additional call features that may affect yield, please contact **your local branch office** (or registered investment advisor, if applicable) if you would like to receive further information regarding the security.

Canadian Securities: Orders in Canadian securities executed on a Canadian exchange may be subject to a Canadian floor brokerage fee, which is included in the price displayed on the confirmation. Information on the applicability of this fee can be found on our website or by contacting **your local branch office** (or registered investment advisor, if applicable).

Due Bill: A due bill will show on all sale confirmations for a stock when a split is pending, to identify the seller's obligation to deliver securities sold to the buyer. The ratio displayed represents the number of shares owed for the number of shares sold.

Order Routing Disclosure: Scottrade receives remuneration for directing orders to particular broker/dealers or market centers for execution. Such remuneration is considered compensation to the firm and the source and amount of any compensation received by the firm in connection with your transaction will be disclosed upon request. The identity of the market center to which any customer order is routed during the previous six month period is available upon request.

Short Transactions: Should this trade, through the result of a short sale, option assignment or exercise result in a short transaction, you understand that you will be responsible for any resulting loss, short rebate expense or associated costs incurred by us in connection with this "short" transaction.

Requests for Additional Information: Information requested by a customer pursuant to statements required on the confirmation shall be provided within five business days following the date of receipt of a request for such information; provided however, that in the case of information relating to a transaction executed more than 30 calendar days prior to the date of receipt of a request, the information shall be given or sent to the customer within 15 business days following the date of receipt of the request.

For a full explanation, please contact **your local branch office** (or registered investment advisor, if applicable).



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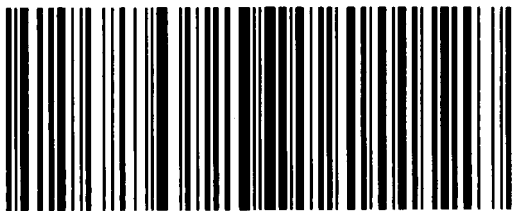
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~~BMC GROUP~~

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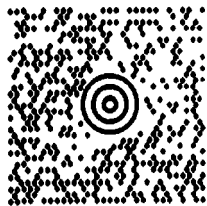
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UPS NEXT DAY AIR



MN 559 9-03

CHANNASSEN MN 55317

18675 LAKE DRIVE EAST
BMC GROUP, INC.

AGFEED USA, LLC CLAIMS PROCESSING

SHIP TO:

NEUMEIER ENGINEERING INC.
(253) 854-3635
22610 88TH AVENUE SOUTH
KENT WA 98031

1 LBS

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