

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

In re:)	Chapter 11
)	
AGFEED USA, LLC, et al.,	)	Case No. 13-11761 (BLS)
)	
Debtors.	)	Jointly Administered
	)	Obj. Deadline: September 9, 2013 @ 4:00 p.m.
	)	Hearing Date: September 30, 2013 @ 10:00 a.m.

**PURINA ANIMAL NUTRITION LLC'S MOTION FOR
(A) RELIEF FROM THE AUTOMATIC STAY, PURSUANT TO
11 U.S.C. § 362(d), FOR THE LIMITED PURPOSE OF APPLYING
A PRE-PETITION DEPOSIT TO PRE-PETITION DEBT; AND
(B) ALLOWANCE AND PAYMENT OF ADMINISTRATIVE
CLAIM PURSUANT TO 11 U.S.C. § 503(B)(9)**

Purina Animal Nutrition LLC ("PAN"), by and through its undersigned counsel, hereby moves (the "Motion") for the entry of an order granting (a) PAN relief from the automatic stay under 11 U.S.C. § 362(d) for the limited purpose of permitting it apply a pre-petition deposit to pre-petition debt owed by debtor AgFeed USA LLC (the "Debtor"); and (b) PAN an allowed claim under 11 U.S.C. § 503(b)(9) and requiring immediate payment of such claim. In support of this Motion, PAN shows as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334.
2. Venue of this proceeding and this Motion is proper in this judicial district pursuant to 28 U.S.C. §§ 1408 and 1409.
3. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

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4. The statutory predicates for the relief sought herein are 11 U.S.C. §§ 362 and 503(b)(9) and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

BACKGROUND¹

5. On July 15, 2013 (the "Petition Date"), the Debtor and certain of its affiliates (collectively the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code")

6. The Debtors have continued in possession of their properties and have continued to operate and maintain their businesses as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

7. By motion dated July 17, 2013, the Debtors seek to sell substantially all of their assets to a third-party subject to a Court approved sale process. The proposed sale includes the proposed assumption and assignment of executor contracts. By order dated August 1, 2013, the Court approved a process for the proposed sale, culminating in a sale hearing on August 29, 2013 at 1:30 p.m.

8. PNA is a Delaware limited liability company based in Arden Hills, Minnesota engaged in the business of reselling livestock and selling feeds, supplements, premixes, ingredients and specialty technologies for the livestock and lifestyle animal markets.

9. Prior to the Petition Date, on January 9, 2013, PAN and the Debtor entered into a Customer Weaned Pig Purchase Agreement (the "Agreement"), pursuant to which, *inter alia*, PAN agreed to purchase and resell weaned pigs to the Debtor. A copy of the Agreement,

¹ Evidentiary support for this Motion is set forth in the Affidavit of William A. Starke, D.V.M. (the "Stark Affidavit") attached hereto as Exhibit A and incorporated by reference herein.

redacted to remove sensitive business information, is attached to the Starke Affidavit at Exhibit

A.

10. Section 5 of the Agreement, provides as follows:

DEPOSIT. In order to secure [the Debtor's] performance under this Agreement the [Debtor] shall make a deposit equal to sixty thousand dollars (\$60,000.00). Any expenses incurred by PAN as a result of [the Debtor's] lack of adherence to the terms of this Agreement (including but not limited to direct or indirect expenses resulting from failure to take delivery, transportation expenses, failure to make payment, etc.) shall be deducted from the deposit. The deposit amount less any deductions will be returned to [the Debtor] at the conclusion of the term of this Agreement. No interest shall accrue on the deposit.

11. Pursuant to the Agreement, and in the ordinary course of the Debtor's business, PAN delivered, and the Debtor received, two loads of weaned pigs on the following dates at the following prices:

<u>Date</u>	<u>Value</u>
June 24, 2013	\$60,062.40
July 8, 2013	\$59,786.40

12. Proof of delivery and redacted invoices for the foregoing deliveries are attached as Exhibits B and C to the Starke Affidavit.

13. The Debtor failed and/or refused to timely pay for the weaned pigs, such that as of the Petition Date, the Debtor owed PAN a total of \$119,849.20. As set forth in the Starke Affidavit, and the exhibits attached thereto, \$59,786.80 of weaned pigs (the "503(b)(9) Goods") were received by the Debtor within the ordinary course of its business within twenty (20) days of the Petition Date.



REQUEST FOR RELIEF

14. By this Motion, PAN seeks the entry of an order (a) granting it relief from the automatic stay under Bankruptcy Code Section 362(d) so that it can apply the Deposit to the amount due for the June 24, 2013 delivery of weaned pigs; and (b) allowance and payment of the amount due for the July 8, 2013 delivery of weaned pigs pursuant to Bankruptcy Code Section 503(b)(9).

BASIS FOR RELIEF

A. Relief From The Automatic Stay To Apply The Deposit.

15. 11 U.S.C. § 362(d)(2) provides:

[O]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay –

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

(2) with respect to a stay of an act against property under subsection (a) of this section, if —

(A) the debtor does not have an equity in such property; and

(B) such property is not necessary to an effective reorganization.

11 U.S.C. § 362(d)(2).

16. Pursuant to 11 U.S.C. § 362(g), PAN has the burden of proof on the issue of the Debtor's equity in the Deposit and the Debtor has the burden of proof on all other issues.

17. "[T]he language of section 362(d)(2) is mandatory, [and] when both factors necessary for relief . . . are met, the court shall grant relief." In re Indian Palms Assocs., 61 F.3d 197, 208 (3d Cir. 1995).

18. As of the hearing on this Motion, the Debtor will have either assumed and assigned the Agreement and cured all defaults, such that the Motion will be withdrawn, or it will be clear that the Agreement will be rejected. In the latter scenario, there will and can be no dispute, but that the Agreement is not necessary for an effective reorganization and the Debtor has no equity in the Deposit. In these circumstances, the automatic stay should be lifted pursuant to Section 362(d)(2) of the Bankruptcy Code to permit PAN to apply the Deposit to the outstanding amounts due for the June 24, 2013 delivery of weaned pigs.

19. In the alternative, "cause" exists for lifting the automatic stay under Section 362(d)(1). The entire purpose of the Deposit is to provide PAN with security in the event of non-payment. The funds are not available to the Debtor for any other purpose, and accordingly, there is no reason to delay the application of the Deposit to the outstanding amounts due PAN.

20. Given the nature of the relief requested in this Motion, PAN also seeks the entry of an order providing for a waiver of the ten (10) day stay requirement of Bankruptcy Rule 4001(a)(3).

B. Allowance And Payment Of PAN's Section 503(b)(9) Claim.

21. Section 503(b)(9) of the Bankruptcy Code provides that:

After notice and a hearing, there shall be allowed administrative expenses, . . . including . . . the value of any goods received by the debtor within 20 days before the date of commencement of a case under this title in which the goods have been sold to the debtor in the ordinary course of such debtor's business.

11 U.S.C. § 503(b)(9); see also In re Adams, 408 B.R. 387, 394 (Bankr. E.D. La. 2009) (finding that creditors that supply goods to a debtor 20 days prior to filing must be paid in full).

22. There is no dispute that the 503(b)(9) Goods were received by the Debtor within twenty days before the Petition Date. The value of the 503(b)(9) Goods is reflected in the invoices for the 503(b)(9) Goods.

23. PAN provided the 503(b)(9) Goods to the Debtor in the ordinary course of such Debtor's business within twenty days prior to the Petition Date. Thus, PAN is entitled to an allowed administrative expense claim pursuant to Bankruptcy Code Section 503(b)(9) in the amount of \$59,786.80.

24. Moreover, this Court may compel the Debtor to make immediate payment on the 503(b)(9) Goods. See In re Transamerica Natural Gas Corp., 978 F.2d 1409, 1413 (5th Cir. 1992) (affirming bankruptcy court's order that debtor make immediate payment on account of administrative expense claim); In re Midway Airlines Corp., 406 F.3d 229, 242 (4th Cir. 2005); In re Bookbinder's Restaurant, Inc., No. 06-12302, 2006 WL 3858020 (Bankr. E.D. Pa. December 28, 2006); In re Austin, No. 84-40639, 1994 WL 245224 at *1 (Bankr. S.D. Ga. Feb. 8, 1994) (stating that "the time of payment . . . is entirely within the discretion of the bankruptcy court"); In re Dakota Indus., Inc., 31 B.R. 23, 26 (Bankr. D.S.D. 1983) ("There is no restriction on the debtor's paying administrative claims prior to confirmation of the plan in a Chapter 11 case . . ."); In re Isis Foods, Inc., 27 B.R. 156, 157-58 (W.D. Mo. 1982) (finding that the timing of administrative expense payment rests with the discretion of the bankruptcy court and affirming bankruptcy court's order that debtor make immediate payment on administrative expense claims).

25. The court in Isis further explained that

[p]lacing the time of payment within the parameters of the Bankruptcy Court's sound discretion is consistent with the underlying tenets of modern bankruptcy law which encourages the rehabilitation of an honest Chapter 11 entity. To hold otherwise would be to permit the entity to victimize those who attempt to fulfill the purpose of rehabilitation by doing business with a Chapter 11 debtor.

Isis, 27 B.R. at 158.

26. When exercising discretion to determine whether immediate payment is appropriate, the Court should consider (a) the prejudice to the debtor, (b) the hardship to the claimant; and (c) potential detriment to other creditors. In re Global home Products, LLC, 2006 WL 3791955 * 4 (Bankr. D. Del. Dec. 21, 2006).

27. While PAN cannot point to any hardship it is suffering, beyond the hardship suffered by any supplier who has not been paid for goods, PAN is not aware of any reason why the Debtor cannot immediately pay claims under Bankruptcy Code Section 503(b)(9) just as it is paying all post-Petition Date ordinary course expenses. Just like post-petition goods and services, the 503(b)(9) Goods permitted the Debtor to continue to operate and assisted the Debtor in maintaining its going concern value which will hopefully be realized at the upcoming sale. Accordingly, this Court should use its discretion to require immediate payment of PAN's allowed Section 503(b)(9) claim.

WHEREFORE, PAN respectfully requests that the Court enter an order (a) granting it relief from the automatic stay to apply the Deposit; (b) allowing and providing for immediate payment of the value of the 503(b)(9) Goods; and (c) granting it such further relief as is just and proper.

Dated: August 21, 2013

SAUL EWING LLP

By: 

Mark Minuti (No. 2659)
222 Delaware Avenue, Suite 1200
P.O. Box 1266
Wilmington, DE 19899
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Counsel to Purina Animal Nutrition LLC

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

In re:	)	Chapter 11
)	
AGFEED USA, LLC, et al.,	)	Case No. 13-11761 (BLS)
)	
Debtors.	)	Jointly Administered
	)	Obj. Deadline: September 9, 2013 @ 4:00 p.m.
	)	Hearing Date: September 30, 2013 @ 10:00 a.m.

NOTICE OF MOTION

On August 21, 2013, the Purina Animal Nutrition LLC's Motion for (A) Relief From the Automatic Stay, Pursuant to 11 U.S.C. § 362(d), for the Limited Purpose of Applying a Pre-Petition Deposit to Pre-Petition Debt; and (B) Allowance and Payment of Administrative Claim Pursuant to 11 U.S.C. § 503(b)(9) (the "Motion") was filed with the United States Bankruptcy Court for the District of Delaware.

You are required to file an objection ("Objection"), if any, to the Motion with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **September 9, 2013 at 4:00 p.m. (prevailing Eastern Time)** (the "Objection Deadline").

At the same time, you must also serve a copy of the Objection upon the applicant so as to be received by the Objection Deadline.

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the Motion will be held on **September 30, 2013 at 10:00 a.m.** before the Honorable Brendan L. Shannon, United States Bankruptcy Judge, at the United States Bankruptcy Court, 824 Market Street, 6th Floor, Courtroom #1, Wilmington, Delaware 19801.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE APPLICATION WITHOUT FURTHER NOTICE OR HEARING.

Dated: August 21, 2013

SAUL EWING LLP

By: 

Mark Minuti (No. 2659)
222 Delaware Avenue, Suite 1200
P.O. Box 1266
Wilmington, DE 19899
(302) 421-6840 (telephone)
(302) 421-5873 (fax)
mminuti@saul.com

Counsel to Purina Animal Nutrition LLC

Exhibit A

Affidavit of William A. Starke, D.V.M.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

AgFeed USA, LLC, et al.,
Debtors.

Chapter 11

Case No. 13-11761 (BLS)

Joint Administration Requested

AFFIDAVIT OF WILLIAM A. STARKE, D.V.M.

STATE OF MISSOURI)
) ss.
COUNTY OF PLATTE)

WILLIAM A. STARKE, D.V.M., being first duly sworn upon
oath, deposes and states as follows:

1. I am employed as the Pig Sourcing Team Manager for
Creditor Purina Animal Nutrition LLC ("Purina"). I have worked
for Purina and its predecessors for the last fifteen years. I
have personal information and knowledge relating to the facts
set forth in this Affidavit.

2. Purina supplies weaned pigs to Debtor AgFeed USA, LLC
("Debtor") pursuant to a contract identified as a Customer
Weaned Pig Purchase Agreement ("Agreement"). A redacted copy of
the Agreement omitting pricing and quantity information is
attached to this Affidavit as Exhibit A.

3. Under the terms of the Agreement, Purina makes regular
deliveries of weaned pigs to Debtor.

4. To secure payment for deliveries of weaned pigs, Debtor provided Purina with a deposit in the amount of \$60,000.00 under Section 5 of the Agreement. Purina continues to hold the deposit.

5. In June and July 2013, Purina delivered the following loads of weaned pigs to Debtor:

<u>Delivery Date</u>	<u>Sales Price</u>
June 24, 2013	\$ 60,062.40
July 8, 2013	<u>\$ 59,786.40</u>
Total	\$119,848.80

True and correct copies of the invoice and bill of lading for the June 24, 2013, load are collectively attached to this Summary as Exhibit B. True and correct copies of the invoice and bill of lading for the July 8, 2013, load are collectively attached to this Summary as Exhibit C.

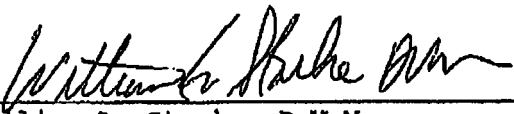
6. The June 24, 2013, and July 8, 2013, loads were sold by Purina and received by Debtor in the ordinary course of business.

7. Debtor failed to pay Purina the purchase price for the June 24, 2013, and July 8, 2013, loads.

8. Debtor commenced its bankruptcy case on July 15, 2013.

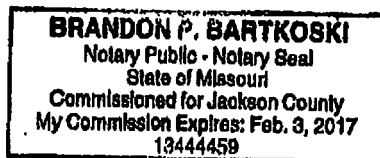
9. Purina delivered and Debtor received the July 8, 2013, load within twenty days prior to the commencement of its bankruptcy case.

FURTHER YOUR AFFIANT SAYETH NOT.


William A. Starke, D.V.M.

Subscribed and sworn to before me
on this 20 day of August, 2013.


Notary Public



CUSTOMER WEANED PIG PURCHASE AGREEMENT

This Agreement is entered into as of this 9th day of January 2013, by Purina Animal Nutrition LLC, a Delaware limited liability company, with a place of business at 4001 Lexington Avenue North, Arden Hills, MN 55126 (hereinafter referred to as "PAN") and AgFeed USA, LLC, a wholly-owned subsidiary of AgFeed Industries, Inc., with a principal place of business at 510 South 17th Street, Suite 104, Ames, IA 50010 (hereinafter referred to as "Producer") (the "Agreement").

BACKGROUND

- A. PAN, a limited liability company, sells feed to agricultural producers for the growing of weaned pigs to slaughter weight and desires to establish an assured market for the sale of such feed;
- B. Producer has requested that PAN enter into a contract with a supplier of weaned pigs, Midwest Farms, LLC (hereinafter "Supplier"). Supplier's facilities include facilities named "Sow Farm Site No. 1", located near Burlington, Colorado. "Sow Farm Site No. 1" produces maternal parent and maternal grandparent breeding stock. Producer desires that PAN purchase weaned barrow pigs under such agreement for the purpose of reselling such weaned pigs to Producer. Producer acknowledges that the obligations of PAN under this Agreement are contingent on PAN entering a valid contract with Supplier to purchase such weaned pigs; Producer further acknowledges that PAN's obligations under this Agreement shall only continue so long as such agreement with Supplier remains in effect.
- C. Subject to the foregoing, PAN desires to sell to Producer and Producer desires to purchase from PAN weaned barrow pigs for the sole purpose of growing such pigs to slaughter weight.

AGREEMENT

For and in consideration of the foregoing and the mutual covenants and conditions as set forth in this Agreement, the sufficiency of which is acknowledged, Producer and PAN hereby agree as follows:

- 1. **INCORPORATION.** The foregoing Background paragraphs are hereby incorporated into this Agreement.
- 2. **DEFINITIONS.** The following terms are to be used in this Agreement, unless otherwise stated, and shall be defined as follows:

A. **Merchantable Pigs:** Those pigs which are either "Grade One Pigs" or "Discount Pigs" as defined below:

- i. **Grade One Pigs:** Includes all pigs that weigh seven and one-half (7.5) pounds or more, are free of significant clinical signs of disease, and are free of the following defects: (i) uncastrated or freshly castrated males, (ii) inguinal or umbilical hernias, (iii) severe coughing, thumping, or clinically scouring pigs, (iv) broken legs, severe lameness, malformed joints or observable abscesses, (v) fresh or unhealed wounds, and (vi) prolapse.
- ii. **Discount Pigs:** Includes all pigs that weigh seven and one-half (7.5) or more pounds and exhibit one of the below referenced defects. Each defect listed

below references a percentage which shall be the percentage deducted from the Weaned Pig Sales Price (as described in Section 6(B)) of such pigs as follows:

Abscess - 25%	Boars - 20%	Greasy Pig - 25%
Lame - 25%	Open Wound - 50%	Swollen Foot - 50%
Swollen Joint(s) - 50%	Swollen Ear - 25%	Unthrifty - 75%

B. Subject Pigs: Includes all dead pigs or pigs having any of the following defects:

- i. Visible and significant clinical signs of disease;
- ii. Inguinal or umbilical hernias;
- iii. Severe coughing, thumping, or scouring pigs;
- iv. Weighing less than seven and one-half (7.5) pounds;
- v. Rectal prolapse, and
- vi. Broken leg or severe lameness.

C. Lot: A quantity of approximately 1,200 weaned barrow pigs to be delivered in a single delivery to the facilities designated by Producer.

3. CONDITIONS PRECEDENT TO AGREEMENT. PAN shall only be obligated to sell pigs to Producer under this Agreement in the event that PAN enters into an agreement to purchase pigs from Supplier. Moreover, PAN's obligations under this Agreement shall continue only while such agreement is in effect. In the event that PAN does not enter into an agreement to purchase pigs from Supplier, or if such agreement is terminated for any reason, or PAN otherwise does not have the ability to procure pigs under that agreement from Supplier, PAN shall have the right, at its option, to terminate this Agreement or suspend supply of weaned pigs to Producer hereunder. In the event of such termination or suspension of performance, PAN shall have no liability hereunder.
4. TERM. The term of this Agreement shall commence on February 24, 2013 and continue through December 31, 2013.
5. DEPOSIT. In order to secure the Producer's performance under this Agreement, the Producer shall make a deposit equal to sixty thousand dollars (\$60,000.00). Any expenses incurred by PAN as a result of Producer's lack of adherence to the terms of this Agreement (including but not limited to direct or indirect expenses resulting from failure to take delivery, transportation expenses, failure to make payment, etc.) shall be deducted from the deposit. The deposit amount less any deductions will be returned to Producer at the conclusion of the term of this Agreement. No interest shall accrue on the deposit.
6. PURCHASE/SALE OF WEANED PIGS. PAN will sell, and Producer will purchase and accept from PAN approximately [REDACTED] weaned pigs during every 7-10-days period, with deliveries beginning approximately the week of February 24, 2013. Weaned pigs shall be barrows free of the defects constituting a Subject Pig as defined above.
 - A. Grading. Upon delivery of the weaned pigs to Producer's facilities, all pigs will be graded by PAN or its designee as a Merchantable Pig or Subject Pig as defined in Section 2(A) and 2(B). Upon PAN's request, Producer will grade all pigs as specified in Section 2(A) and 2(B). Upon grading, all Subject Pigs will be destroyed

at Producer's expense and not counted as part of the quantity delivered to Producer; provided, however, PAN will not be required to replace or re-supply any such Subject Pigs.

B. Weaned Pig Sales Price. The Weaned Pig Sales Price to be paid for the Merchantable Pigs purchased by Producer hereunder shall equal the Base Price (as defined below), plus any Weight Adjustments (as defined below), less any Health Discount (as defined below).

i. Base Price. The Base Price to be paid for the Merchantable Pigs purchased by Producer hereunder is as follows: The Base Price per pig shall be [REDACTED]

ii. Health Discount. The Weaned Pig Sales Price for any Lot of pigs shall be subject to a reduction in price in the event that the Lot of Merchantable Pigs is infected with Porcine Reproductive and Respiratory Syndrome field virus (PRRSv) as demonstrated by the results of PCR testing of pooled serum collected from weaned pigs or nursing pigs from the Lot at Supplier's facilities. The Health Discount shall be calculated by multiplying the number of Merchantable Pigs delivered by four dollars (\$4.00) per head. The Health Discount shall be the sole discount, adjustment, or consideration provided in the event a Lot of pigs is infected with field PRRSv upon delivery to Producer's facilities. The Health Discount shall not apply if the Lot tests PRRS PCR positive due to the presence of PRRS vaccine virus.

C. Delivery. Delivery of the pigs subject to this Agreement shall be at the location of the nursery/wean-to-finish facility designated by Producer. Producer agrees to provide unloading chutes capable of unloading the weaned pigs from truck deck heights of 40 inches and 100 inches. Producer agrees to provide an adequate crew to unload the pigs in not more than 60 minutes. Supplier will pay all costs of delivery from Supplier to Producer's facility. Producer or Producer's agent will be available to accept and sign for the weaned pigs when they are delivered. If Producer or Producer's agent is not available when the pigs are delivered, then PAN reserves the right to charge to the Producer any additional expenses incurred by PAN resulting from follow up attempts at delivery. In the event PAN unloads pigs unassisted, Producer hereby agrees to hold PAN harmless and indemnify PAN for any losses, claims or damages which may result.

D. Transfer of Title/Risk of Loss. Title to and risk of loss for the pigs that are subject to this Agreement will transfer to Producer at the time the pigs are delivered to the Producer at the location of the nursery/wean-to-finish facility designated by Producer.

E. Weighing. PAN or its designee is responsible to provide weight tickets from certified scales located nearest the Supplier's location, as the only means of determining the delivered group of weaned pigs' total weight and the average pig weight.

F. Disease/Disease Inspection. All pigs shall pass federal, state and all other necessary inspections for all diseases. No sick, crippled or damaged pig failing to pass the

above inspections and not approved for transportation by federal and state law are to be counted as part of the quantity delivered to Producer.

- G. Basis for Rejection. For the purpose of determining whether Producer has a reasonable basis for rejecting any of the pigs shipped pursuant to this Agreement, there will be sufficient reason for rejection if the pigs are graded as a Subject Pig and/or have failed to pass any of the inspections specified in Section 6(F) above.
- H. Payment of Purchase Price. The purchase price for the pigs as set forth in this Agreement will be paid by Producer upon Producer's receipt of the invoice. Payment is deemed to be made on the date of mailing as determined by the postmark.
- I. Right of Offset. PAN has the right to offset the amounts owed to Producer by PAN by any amounts owed by Producer to PAN regardless of source.
- J. Genetics. Producer shall exercise its best efforts to ensure that all pigs provided by Supplier hereunder are raised solely for slaughter and that none of the weaned pigs, nor any genetic material of such pigs, are sold or otherwise transferred to any third party by Producer or its customers for any reason or use other than for slaughter so as to avoid any event which may be deemed a breach by Supplier of its Genetics Agreement with its genetics supplier. PAN may, in its sole discretion and in addition to any other remedy, refuse to sell or deliver its pigs to Producer or any of its customers who violate or attempt to violate this provision.

7. INSPECTION BY PRODUCER/NOTICE TO PAN.

- A. Producer will examine the pigs on arrival. Upon PAN's request, Producer will grade all pigs as specified in Section 6(A) above and provide a written, signed notice of grading by facsimile or e-mail to PAN within 24 hours of delivery of pigs. Such notice will detail the weight, condition, quality and grade of the pigs and the basis for any Discount or Subject designation by Producer.
- B. Notice will be given at the following facsimile number: (651) 234-8724.
- C. Producer's failure to comply with the provisions of this section (Section 7) will constitute irrevocable acceptance of the weaned pigs as Grade One and obligate it to pay the Weaned Pig Sales Price for the pigs as Grade One Pigs.
- D. PAN'S WARRANTIES. PAN warrants that all weaned pigs delivered hereunder will be free from any and all liens and encumbrances, except for the lien in favor of its primary lender, and upon payment to PAN and its lender, such lien will be released and PAN will defend title to the pigs and indemnify Producer from and against any and all loss or damage on account of such liens, encumbrance, or other title defects, EXCEPT AS SPECIFICALLY SET FORTH IN THIS PARAGRAPH, PAN MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN TO PRODUCER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES,

INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, OR GOODWILL, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. PAN'S TOTAL LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF SHALL NOT EXCEED THE PURCHASE PRICE OF ONE LOT OF MERCHANTABLE PIGS.

9. INDEMNIFICATION. Producer agrees to indemnify, defend, and hold harmless PAN from and against any and all losses, claims, judgments, costs and expenses, including reasonable attorneys' fees and other legal costs, arising out of, based on, or resulting from the Producer's breach of this Agreement or Producer's negligent acts or omissions, including but not limited to third party claims and attorneys' fees.
10. FORCE MAJEURE. If the performance of this Agreement by either party is prevented or delayed by an act of God, disease or epidemic, civil insurrection, fire, flood, storm, strikes, domestic and/or foreign trade barriers, lockouts, total or partial failure of transportation or delivery facility, failure or interruption of PAN's weaned pigs supply, interruption of power (except for failure to pay an amount owed to a utility or supplier), or by any law, regulation or order or any federal, state, county or municipal authority, or by any other cause beyond the control of such party (a "Force Majeure Event"), such party's obligations hereunder will be suspended (except for the obligation to make payments for amounts owed) to the extent of the Force Majeure Event, except as provided hereafter. The party declaring a Force Majeure Event, will give notice to the other party stating the particulars of such and using the most expedient means available under the circumstances, provided, any oral notice will be confirmed in writing within 5 days of the original notice. If Producer's performance is prevented or delayed by a Force Majeure Event, Producer may during such period accept such portion of the pigs as it deems, in its reasonable judgment, it can economically process. Any pigs not accepted by Producer due to a Force Majeure Event will be automatically released to PAN for sale or disposal elsewhere. The parties will use diligent reasonable efforts to promptly resume normal performance hereunder after the occurrence of any Force Majeure Event. Producer will maintain fire and casualty insurance covering its nursery and finishing facilities in such coverage amounts necessary to (i) minimize the impact of the any Force Majeure Event caused by a casualty loss to one or more of its facilities, and (ii) permit the prompt repair or replacement of such facility or facilities. Producer will require each of its contract growers to maintain insurance as set forth above. Producer will provide proof of such insurance to PAN within 5 business days of PAN's request. Declaration of a Force Majeure Event by Supplier will operate at PAN's option as a Force Majeure Event under this Agreement.
11. Notice of Change of Corporate Name or Structure. Producer shall provide written notice to PAN immediately upon a change in the corporate name or corporate structure of its operation.
12. EVENTS OF DEFAULT AND NOTICE.
 - A. Events of Default by PAN. In addition to other termination rights contained in this Agreement, Producer will have the right and privilege to terminate this Agreement,

if, subject to subparagraph 12(C), PAN violates any material provision, term, or condition of this Agreement, but not limited to PAN's failure to timely pay any of its uncontested obligations or liabilities due and owing to Producer.

B. Events of Default by Producer. In addition to other termination rights contained in this Agreement, PAN will have the right and privilege to terminate this Agreement, if, subject to subparagraph 12(C):

- i. Producer fails to pay any of the Secured Obligations as and when due and payable;
- ii. Producer violates any material provision, term or condition of this Agreement, including but not limited to Producer's failure to timely pay any material uncontested obligation due and owing to PAN;
- iii. Producer makes an assignment for the benefit of creditors or enters into any similar arrangement for the disposition of its assets for the benefit of creditors; and
- iv. Producer fails to supply a signed, financial statement to PAN upon PAN's written request, during the terms of this Agreement.

C. Notice of Event of Default. Neither party will have the right to terminate this Agreement unless and until:

- i. Written notice setting forth the alleged event of default in detail has been delivered to the other party; and
- ii. The other party fails to correct the alleged event of default within 30 days after receipt of written notice to correct the alleged event of default, except where the written notice states that the alleged event of default is delinquency in payment due pursuant to this Agreement, in which case the other party will have 10 days after receipt of written notice in which to correct the event of default by making full payment to the party giving notice.

D. Termination Notice. If one party has timely complied with the notice provisions in the preceding subparagraph 12(C) and the other party has not cured the alleged breach set forth in the notice within the time period specified, the non-breaching party will have the absolute right to terminate this Agreement by giving the other party written notice that this Agreement is terminated, and in that event, the effective date of termination of this Agreement will be the day the written notice of termination is received by the other party.

13. REMEDIES UPON DEFAULT. Upon the occurrence and during the continuation of an event of default by Producer under Section 12(B)(i) of this Agreement, PAN may, at its option, declare that the obligation of PAN to sell weaned pigs to Producer under this Agreement has terminated, and PAN may, at its option, declare the entire outstanding principal balance of all of the Secured Obligations to be forthwith due and be immediately payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by Producer. PAN will have the right to exercise all rights and

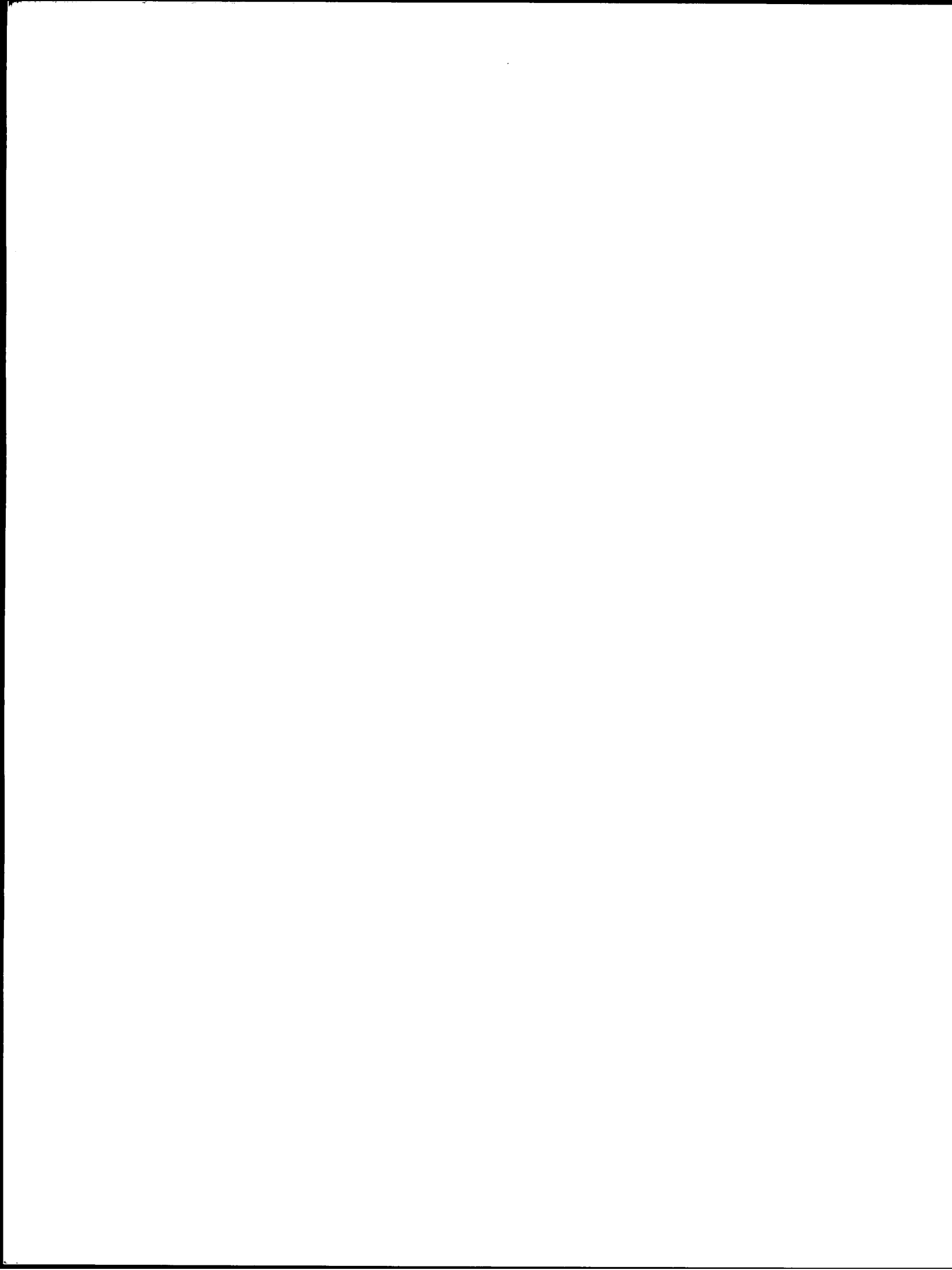
remedies accruing to a secured party under the Uniform Commercial Code of the relevant state or states and any other applicable law upon default by a debtor as PAN may elect.

14. DAMAGES.

A. In addition to the remedies set forth in Section 13 above and subject to Section 16 below, in the event this Agreement is terminated by a party, or if the other party breaches this Agreement by a wrongful termination or a termination that is not in accordance with the terms and conditions of this Section, then the non-breaching party may seek to recover from the other party all damages the non-breaching party has sustained and will sustain in the future as a result of the other party's breach of this Agreement. In addition, PAN will be entitled to receive from Producer full payment for all weaned pigs that have been delivered to Producer and for any other amounts that may be due to PAN by Producer under this Agreement through the date of the later of (i) Producer's breach, or (ii) the termination of this Agreement by PAN as set forth above in Section 12(D). The foregoing will have no effect on PAN's entitlement to damages under Section 8 of this Agreement.

B. Limitation of Damages. EACH PARTY'S RIGHT TO DAMAGES HEREUNDER IS STRICTLY LIMITED TO ACTUAL DAMAGES INCURRED DUE TO THE OTHER'S BREACH. NEITHER PARTY WILL BE LIABLE FOR, AND EACH PARTY EXPRESSLY WAIVES ANY CLAIM TO, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT.

15. PAN'S RIGHT OF ACCESS. Producer agrees to allow PAN and its designees access to the facilities for subsequent inspections of pigs and facilities as deemed appropriate by PAN. Producer agrees to allow PAN to obtain blood samples from the weaned pigs at Producer's facilities as needed to determine if a Health Discount should be applied as set forth above in Section 6(B)(ii). The inspector must meet reasonable biosecurity policies of Producer's farm before entering the premises.
16. TERMINATION. Notwithstanding anything to the contrary and in addition to the right to terminate provided in Section 3, PAN may terminate this Agreement without liability immediately upon written notice in the event PAN, in its sole discretion, concludes that Producer is unable or will be unable to pay its obligations generally or to PAN specifically.
17. HERD HEALTH. If, as determined by PAN, the health status of the Supplier herd deteriorates or the Supplier no longer is available to supply the requirements of this Agreement, PAN will notify Producer of such status. In that event, PAN may terminate this Agreement by notice to Producer. Any decision to depopulate and repopulate the Supplier's facilities due to a herd health problem, or any other condition or circumstance, will be made by PAN and the Supplier, after notice to and consultation with Producer. PAN will not be deemed to be in breach or liable to the Producer to provide weaned pigs, if the health or reduced supply of the Supplier herd causes this Agreement to be terminated.
18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding this Agreement's date will not be binding upon either party, except to the extent incorporated in this Agreement.



19. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will be binding only if placed in writing and signed by each party or its authorized representative.
20. **EFFECT OF PARTIAL INVALIDITY.** The invalidity of any provision of this Agreement will not be deemed to affect the validity of any other provisions. If any provision of this Agreement is held to be invalid, the remaining provisions will be deemed to remain in full force and effect.
21. **NOTICES.** Unless otherwise specified, any notices permitted or required under this Agreement will be in writing and be deemed sufficiently given when sent by personal service, national overnight delivery service (e.g., FedEx), or by prepaid certified mail to the respective address of each party as set forth below. Notice will be deemed effective on the date received.
- | | |
|---|--|
| Purina Animal Nutrition LLC
P.O. Box 20044
Kansas City, MO 64195
Facsimile: (651) 234-8724 | <u>with a copy to:</u> Land O'Lakes, Inc.
4001 Lexington Avenue N.
Arden Hills, MN 55126
Attn: Law Dept., MS 2500 |
|---|--|
- AgFeed USA, LLC
510 South 17th Street, Suite 104
Ames, IA 50010
22. **NO WAIVER.** The failure of either party hereto to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, will not be construed as thereafter waiving any such terms and conditions, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.
23. **NO THIRD PARTY BENEFICIARIES.** This Agreement is made solely and specifically between and for the benefit of the parties hereto in their capacities as parties and signatories to this Agreement, and their respective and permitted successors and assigns, and no other person whatsoever will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
24. **PARAGRAPH HEADINGS.** The paragraph headings of this Agreement are solely for the convenience of the parties and will not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Agreement's provisions.
25. **ASSIGNMENT OF RIGHTS.** The rights of each party under this Agreement may not be assigned or transferred to any other person, firm, corporation, or other entity without prior written consent of the other party, except that PAN will be entitled to assign its rights and obligations hereunder to any PAN parent, affiliate or subsidiary without Producer's consent. Upon assignment by PAN in accordance with this Section 27, all rights and obligations of PAN under this Agreement will be fully assumed by the assignee and Producer will look solely to such assignee for performance hereunder. Any attempted assignment in contravention of this provision will be void.

26. BINDING EFFECT. This Agreement will bind and inure to the benefit of the respective heirs, personal representatives, successors and permitted assigns of the parties hereto.
27. GOVERNING LAWS AND VENUE. In all respects this Agreement and all transactions, assignments and transfers hereunder, and all the rights of the parties, will be governed as to validity, construction, enforcement and in all other respects by the substantive laws of the State of Minnesota (without reference to conflict of law principles); provided, however, that the perfection and the effect of the perfection or non-perfection of any security interest and lien created by this Agreement will in all respects be governed, construed, applied and enforced in accordance with the substantive laws of the applicable jurisdiction. The forum for resolving any dispute between the parties that arises out of this Agreement shall be located in the Federal judicial district in which the principal part of the performance takes place under the Agreement.
28. NO RELATIONSHIP CREATED. This Agreement will not be construed as creating any joint venture, partnership, or any other such relationship or association between any of the parties. Nothing contained herein will authorize or permit any of the parties to create or incur any liability or responsibility on the part of the other party for any debt, engagement, or breach. The Producer, its agents, or its employees will not be deemed or considered an employee or agent of PAN for any purpose.
29. TAXES. PAN will be responsible for all taxes and fees assessed by a governmental authority prior to Producer taking title to the pigs hereunder and Producer will be responsible for all taxes and fees assessed by a governmental authority upon or after Producer takes title to the pigs. Producer will be responsible for any sales taxes due on the sale of pigs by PAN to Producer under this Agreement.
30. CONFIDENTIALITY. Each party agrees to keep the terms and conditions of this Agreement confidential and not to disclose such information to any third party.
31. PREPARATION. This Agreement was negotiated and prepared by the parties hereto with the advice of counsel to the extent deemed necessary by each party, and was not prepared by a party to the exclusion of the other and, accordingly, will not be construed against either party by reason of its preparation. PAN and Producer agree that neither party exercised any duress or made any unreasonable demands in the negotiation of this Agreement, and each agrees that the other observed reasonable commercial standards of fair dealing in the trade during the negotiations leading to this Agreement.

PURINA ANIMAL NUTRITION LLC

By: Brian Green

Title: Vice President

Date: 1-27-13

AGFEED USA, LLC

By: [Signature]

Title: Gen. Director of Operations

Date: 1/10/13

PURINA ANIMAL NUTRITION, LLC

INVOICE

P. O. Box 20044
 Kansas City, MO 64195
 888-669-6055 ext. 6223 or 6225

LOAD NUMBER: 8089036
 INVOICE DATE: 08/27/13
 ACCOUNT NUMBER: 676498
 SELLER NAME: Midwest Farms

SOLD TO: AgFeed USA, LLC
 agfe Adam Daniel
 640 South 17th Street, Suite 104
 Ames
 IA
 50010

SHIP TO: AgFeed USA, LLC
 agfe Adam Daniel
 610 South 17th Street, Suite 104
 Ames
 IA
 50010

515-233-6217

DATE DELIVERED		08/24/13	UNIT PRICE	AMOUNT
No. Head Delivered			\$	\$ 60,288.00
Futures Month & Price				
Base Price =				
BASE PRICE		\$		
		on	# (+) OR (-)	
TOTAL WEIGHT		17920		
Average Weight		14.27		
Weight Variation		14.27		
Amount Variation		\$ -		
PRICE PER HEAD		\$		
ADJUSTMENTS				
Condition		Adjustment%		
1	boar			
3	abscesses			
1	lame			
6	swollen ears			
1	swollen foot			
1	unthrifty			
1	belly rupture			
Total Adjustments				\$ (226.80)
Payment is due upon receipt of invoice. Please include your account number on your check. PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE			SUBTOTAL	\$ 60,062.40
			FREIGHT	
			TOTAL DUE	\$60,062.40

PURINA ANIMAL NUTRITION, LLC MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THE HEALTH CONDITION OF LIVESTOCK SOLD HEREIN. BY SIGNING BELOW, BUYER AFFIRMS THAT HE HAS PERSONALLY INSPECTED AND EXAMINED THE ABOVE ANIMALS AND ACCEPTS THEM "AS IS".

Buyer Signature _____

Payment is due upon receipt of invoice. Balances not paid in full within 14 days of invoice date will accrue interest charges at the rate of 18% per annum.

EXHIBIT

B

Midwest Farms

P.O. Box 86 Burlington, CO 80807 346-7211

Seller/

Buyer LOL / ZA

Address _____

City _____

State _____ Zip _____

Store _____ Sell _____

Commodity _____

Price _____

Driver: On _____ Off ☒

Shipper MWF

Weighter RH

Date 6-24-13

Remarks 1/2 - Hwy 247

51700 1b 04:52AM 06/24/2013

33780 1b 03:48AM 06/24/2013

17,920 AVG
WT.
14.33 1BS

Bill of Lading
15951
MIDWEST FARMS
P.O. Box 86
Burlington, CO 80807

Date 6-24-13

Sold To: LOL

Lot #:

Barrow Hd:

Git Hd:

Lot #:

Barrow Hd:

Git Hd:

Tractor #

Trailer #

Driver Signature _____

Driver Signature _____

Loadout Signature RP

PURINA ANIMAL NUTRITION, LLC**INVOICE**

P. O. Box 20044
 Kansas City, MO 64195
 888-699-6056 ext. 6223 or 6225

LOAD NUMBER: 8089076
 INVOICE DATE: 07/11/13
 ACCOUNT NUMBER: 576496
 SELLER NAME: Midwest Farms

SOLD TO: AgFeed USA, LLC
 agfe Adam Daniel
 510 South 17th Street, Suite 104
 Ames
 IA
 50010

SHIP TO: AgFeed USA, LLC
 agfe Adam Daniel
 510 South 17th Street, Suite 104
 Ames
 IA
 50010

515-233-6217

DATE DELIVERED		07/08/13	UNIT PRICE	AMOUNT
No. Head Delivered				\$ 60,048.00
Futures Month & Price				
Base Price =				
BASE PRICE		\$		
		on	# (+) OR (-)	
TOTAL WEIGHT		17360		
Average Weight		13.88		
Weight Variation		13.88		
Amount Variation \$		-		
PRICE PER HEAD		\$ 48.00		
<u>ADJUSTMENTS</u>				
Condition		Adjustment%		
6	boars			
5	abscesses			
4	swollen ears			
1	scrotal rupture			
1	DOA			
Total Adjustments				\$ (261.60)
Payment is due upon receipt of invoice. Please include your account number on your check. PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE			SUBTOTAL	\$ 59,786.40
			FREIGHT	
			TOTAL DUE	\$59,786.40

PURINA ANIMAL NUTRITION, LLC MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, INCLUDING THE HEALTH CONDITION OF LIVESTOCK SOLD HEREIN. BY SIGNING BELOW, BUYER AFFIRMS THAT HE HAS PERSONALLY INSPECTED AND EXAMINED THE ABOVE ANIMALS AND ACCEPTS THEM "AS IS".

Buyer Signature _____

Payment is due upon receipt of invoice. Balances not paid in full within 14 days of invoice date will accrue interest charges at the rate of 18% per annum.

EXHIBIT

 C



Midwest Farms

P.O. Box 86 Burlington, CO 80807 346-7211

Seller/
Buyer

Address

City

State Zip

Store Sell

Commodity

Price

Driver: On Off ☒

Shipper

Weighter

Date

Remarks

51760 1b 04:05AM 07/08/2013

34400 1b 03:01AM 07/08/2013

17,360

13.88

Bill of Lading
15990
MIDWEST FARMS
P.O. Box 86
Burlington, CO 80807

Date

Sold To

Lot #

Barrow Hd.

Gate Hd.

Lot #

Barrow Hd.

Gate Hd.

Tractor #

Trailer #

Driver Signature

Driver Signature

Loadout Signature

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

In re:	)	Chapter 11
)	
AGFEED USA, LLC, et al.,	)	Case No. 13-11761 (BLS)
)	
Debtors.	)	Jointly Administered
)	
	)	Related to Doc. No. ____

**ORDER GRANTING PURINA ANIMAL NUTRITION LLC'S MOTION FOR
(A) RELIEF FROM THE AUTOMATIC STAY, PURSUANT TO
11 U.S.C. § 362(d), FOR THE LIMITED PURPOSE OF APPLYING
A PRE-PETITION DEPOSIT TO PRE-PETITION DEBT; AND
(B) ALLOWANCE AND PAYMENT OF ADMINISTRATIVE
CLAIM PURSUANT TO 11 U.S.C. § 503(b)(9)**

Upon the motion of Purina Animal Nutrition LLC ("PAN") for (a) relief from the automatic stay, pursuant to 11 U.S.C. § 362(d), for the limited purpose of applying a pre-petition deposit to pre-petition debt; and (b) allowance and payment of administrative claim pursuant to 11 U.S.C. § 503(b)(9) (the "Motion")¹; and after notice and a hearing; and it appearing that, notice of the Motion was appropriate under the circumstances, and that there is sufficient cause to grant the relief requested in the Motion; it is hereby:

ORDERED, that the Motion is GRANTED; and it is further

ORDERED, that the automatic stay of Section 362(a) of the Bankruptcy Code is hereby modified to permit PAN to apply the Deposit to the amounts due for the June 24, 2013 delivery of weaned pigs; and it is further

ORDERED, that PAN holds an allowed claim, pursuant to Section 503(b)(9) of the Bankruptcy Code, of \$59,786.40; which amount shall be paid by the Debtor on or before _____; and it is further

¹ Capitalized terms not otherwise defined in this order shall have the same meaning as set forth in the Motion.

ORDERED, that the relief provided in this order shall become effective immediately and shall not be stayed by operation of Rule 4001(a)(3) of the Federal Rules of Bankruptcy Procedure.

Brendan L. Shannon
United States Bankruptcy Judge

Dated: _____, 2013

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

In re:	) Chapter 11
)
AGFEED USA, LLC, et al.,	) Case No. 13-11761 (BLS)
)
Debtors.	) Jointly Administered
)

CERTIFICATE OF SERVICE

I, Mark Minuti of Saul Ewing LLP hereby certify that on August 21, 2013, I caused a copy of the foregoing **Purina Animal Nutrition LLC's Motion for (A) Relief From the Automatic Stay, Pursuant to 11 U.S.C. § 362(d), for the Limited Purpose of Applying a Pre-Petition Deposit to Pre-Petition Debt; and (B) Allowance and Payment of Administrative Claim Pursuant to 11 U.S.C. § 503(b)(9)** to be served on the parties on the attached service list in the manner indicated therein

SAUL EWING LLP

By: 

Mark Minuti (No. 2659)
222 Delaware Avenue, Suite 1200
P.O. Box 1266
Wilmington, DE 19899
(302) 421-6840

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Wilmington, DE 19801

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Office of the United States Trustee
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Wilmington, DE 19801

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Mark S. Melickian, Esquire
Sugar Felsenthal Grais & Hammer LP
3 North LaSalle Street, Suite 300
Chicago, IL 60602

Mark S. Finkelstein, Esquire
Shannon, Martin, et al.
1001 McKinney Street, Suite 1100
Houston, TX 77002

Wesley B. Huisinga, Esquire
Shuttleworth & Ingersoll, PLC
U.S. Bank Building
PO Box 2107
Cedar Rapids, IA 52406-2107

Bank of the West
Attn: Sharon Harms
25227 Camina Ramon
NC-B07-3B-H
San Ramon, CA 94583

GE Capital Retail Bank
c/o Recovery Mgmt Systems Corp.
25 SE 2nd Avenue
Suite 1120
Miami, FL 33131-1605

Jery Seitz dba Somebox LLC
Attn: Jeremy Seitz
228 Park Avenue South, #35693
New York, NY 10003

Attorney General's Office
Attn: Bankruptcy Noticing
State of North Carolina
9001 Mail Service Center
Raleigh, NC 27699-9001

Colorado Attorney General's Office
Attn: Bankruptcy Noticing
Ralph L Carr Colorado Judicial Ctr
1300 Broadway, 10th Floor
Denver, CO 80203

Delaware State Treasury
820 Silver Lake Blvd, Suite 100
Dover, DE 19904

Internal Revenue Service
Centralized Insolvency Operation
2970 Market Street
Philadelphia, PA 19104-5002

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

Iowa Attorney General
Attn: Bankruptcy Noticing
1305 E. Walnut Street
Des Moines, IA 50319

Oklahoma Attorney General
Attn: Bankruptcy Noticing
313 NE 21st Street
Oklahoma City, OK 73105

Secretary of State
Division of Corporations
Franchise Tax
PO Box 898
Dover, DE 19903

Securities and Exchange Commission
George S. Canellos, Reg. Director
New York Regional Office
3 World Financial Center, Suite 400
New York, NY 10281-1022

Securities and Exchange Commission
Secretary of the Treasury
100 F Street NE
Washington, DC 20549