

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: MGM, LLC		Case Number: 13-11771
Name of Creditor (the person or other entity to whom the debtor owes money or property): Hormel Foods Corporation		COURT USE ONLY
Name and address where notices should be sent: Susan Olson, Hormel Foods Corporation One Hormel Place Austin, MN 55912		<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Telephone number: 507-437-5313 email: smolson@hormel.com		RECEIVED OCT 10 2013
Name and address where payment should be sent (if different from above): 		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach a copy of statement giving particulars.
Telephone number: _____ email: _____		BMC GROUP
1. Amount of Claim as of Date Case Filed: \$ 2,840,434.17		
If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. If all or part of the claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete item 6. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
1a. Amount of Administrative Claim (see Definitions) solely with respect to AgFeed USA, LLC or any other Debtor (excluding Debtor AgFeed Industries, Inc.) arising from the period from July 15, 2013, through September 12, 2013: \$ _____ (See instruction #1a)		
2. Basis for Claim: _____ (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor: _____	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount of Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____)
		Amount entitled to priority: \$ _____
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment		
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): _____ (See instruction #6)		



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

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: Susan M. Olson

Title: Senior Attorney

Company: Heritage Farms, LLC

Address and telephone number (Do not enter the same address above):

[Signature] 10/4/13
(Signature) (Date)

Telephone number: _____ email: _____

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

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

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

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

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

NOTE

\$2,840,434.17

April 1, 2013

FOR VALUE RECEIVED, AgFeed USA, LLC, Midwest Finishing, LLC, TS Finishing, LLC and MGM, LLC (collectively, the "Maker"), jointly and severally, hereby promise to pay to the order of Hormel Foods Corporation (the "Payee") at such address designated by Payee, in lawful money of the United States of America in immediately available funds, the principal amount of Two Million Eight Hundred Forty Thousand Four Hundred Thirty-Four Dollars and 17/100 (\$2,840,434.17) (the "Original Principal Balance").

Maker shall pay Payee the Original Principal Balance on December 31, 2014 ("Due Date"). This Note does not bear interest prior to the Due Date. Maker will not pay the Original Principal Balance before December 31, 2014 without the prior written consent of Farm Credit Services of America, FLCA and Farm Credit Services of America, PCA (collectively, "Farm Credit").

Payments of the Original Principal Balance not made when due, after any applicable grace period, shall accrue interest at the highest rate allowable under applicable law from the Due Date until paid in full.

All payments under this Note shall be applied against accrued interest and thereafter in reduction of principal.

The principal amount hereof may be prepaid at any time and from time to time without penalty; provided, however, Maker will not pay the Original Principal Balance before December 31, 2014 without the prior written consent of Farm Credit.

This Note is unsecured.

This Note cannot be amended without the prior written consent of Farm Credit.

Maker represents and warrants as follows: (a) Maker has the requisite corporate or other power and authority and the legal right to execute and deliver, and to perform its obligations under this Note, and has taken all necessary corporate or other action to authorize such execution, delivery and performance; (b) this Note constitutes the legal, valid and binding obligation of Maker enforceable in accordance with its terms; (c) the execution, delivery and performance of this Note will not (i) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to such party, (ii) violate or contravene any provision of Maker's articles of organization or bylaws, or (iii) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which Maker is a party or by which it or any of its properties may be bound or result in the creation of any lien thereunder, and Maker is not in default under or in violation of any law, statute, rule or regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, loan or credit agreement or other agreement, lease or instrument in any case in which the consequences of such default or violation could have a

material adverse effect on the business, operations, properties, assets or condition (financial or otherwise) of Maker; (d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority is required on the part of Maker to authorize, or is required in connection with the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of this Note; and (e) Maker has been advised by counsel in the negotiation, execution and delivery of this Note.

If any one or more of the following events ("Events of Default") shall occur, then, in any such event, this Note shall become automatically due and payable, including unpaid interest accrued hereon, without notice or demand:

(a) Failure to pay any amounts provided for hereunder within five (5) business days of such amount becoming due;

(b) The Maker shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of any of its properties or assets, (ii) admit in writing its inability to pay its debts as they mature, (iii) make a general assignment for the benefit of creditors, (iv) be adjudicated bankrupt or insolvent, or (v) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute;

(c) An order, judgment or decree shall be entered, without the application, approval or consent of the Maker, by any court of competent jurisdiction, approving a petition seeking the reorganization or liquidation of the Maker or of all or a substantial part of the properties or assets of the Maker, or appointing a receiver, trustee or liquidator of the Maker, and such order, judgment or decree shall continue unstayed and in effect for a period of ten days; or

(d) Any Maker or any of their parents, subsidiaries or affiliates is in default under any other agreement with Payee or its parents, subsidiaries or affiliates.

No failure or delay on the part of the holder of this Note in exercising any power or right under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof of the exercise of any other power or right. No notice to or demand on the Maker in any case shall entitle the Maker to any notice or demand in similar or other circumstances.

If any term or provision of this Note is held to be illegal or in conflict with any federal, state or local law or regulation, the validity of the remainder of this Note shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Note did not contain the particular term or provision held to be invalid.

If any Event of Default occurs, the undersigned agrees to pay all reasonable costs and expenses of collection, including reasonable attorneys' fees. The undersigned waives demand, presentment, notice of nonpayment, protest, notice of protest and notice of dishonor.

The individual signing this Note on behalf of Maker certifies that such individual is duly authorized to execute this Note on behalf of Maker.

The parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota without regard to conflict of law.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth above.

MIDWEST FINISHING, LLC

By: *Gerry Daignault*
Print Name: Gerry Daignault
Title: President
Date: 4/18/13

AGEED USA, LLC

By: *Gerry Daignault*
Print Name: Gerry Daignault
Title: President
Date: 4/18/13

MGM, LLC

By: *Gerry Daignault*
Print Name: Gerry Daignault
Title: President
Date: 4/18/13

TS FINISHING, LLC

By: *Gerry Daignault*
Print Name: Gerry Daignault
Title: President
Date: 4/18/13

Susan Carlson
Paralegal
+1 612 766 6911
susan.carlson@FaegreBD.com

Faegre Baker Daniels LLP
2200 Wells Fargo Center • 90 South Seventh Street
Minneapolis • Minnesota 55402-3901
Phone +1 612 766 7000
Fax +1 612 766 1600

October 9, 2013

VIA: OVERNIGHT DELIVERY

BMC Group, Inc.
Attn: AgFeed USA, LLC Claims Processing
18675 Lake Drive East
Chanhassen, MN 55317

Re: Proof of Claims (4) for AgFeeds USA, LLC et al – United States Bankruptcy Court District of Delaware

Dear Claims Agent:

Enclosed for filing please find the original and one copy of the Proof of Claim prepared on behalf of Hormel Foods Corporation in connection with each of the following cases:

13-11761	AgFeed USA, LLC
13-11771	MGM, LLC
13-11775	Midwest Finishing, LLC
13-11763	TS Finishing, LLC

Please return a date stamped copy of each of the four claims in the enclosed, self addressed stamped envelope.

If there are any problems or concerns, I can be reached at 612-766-6911. Thank you for your assistance in this matter.

Sincerely yours,

FAEGRE BAKER DANIELS LLP

A handwritten signature in cursive script that reads "Susan Carlson".

Susan Carlson, Paralegal
Enclosures

dms.us.52937105.01

UPS Campusship: View/Print Label

1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed sheet containing the label at the line so that the entire shipping label is visible. Place the label on a single side of the package and cover it completely with clear plastic shipping tape. Do not cover any seams or closures on the package with the label. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

UPS locations include the UPS Store®, UPS drop boxes, UPS customer centers, authorized retail outlets and UPS drivers.

Schedule a same day or future day Pickup to have a UPS driver pickup all your Campusship packages.

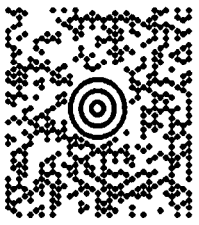

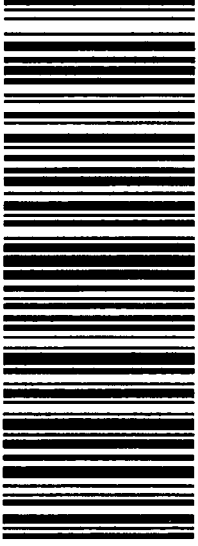

Hand the package to any UPS driver in your area.

Take your package to any location of The UPS Store®, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of Campusship and select UPS Locations.

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

FOLD HERE

SUSAN CARLSON 6127666911 FAERGEBD - MINNEAPOLIS 90 S. 7TH ST., STE. 2200 MINNEAPOLIS MN 55402		0.0 LBS LTR 1 OF 1
SHIP TO: AGFEED USA, LLC CLAIMS PROCESSING BMC GROUP, INC. 18675 LAKE DRIVE EAST CHANHASSEN MN 55317-9383		
		MIN 559 9-03 
UPS NEXT DAY AIR 1 TRACKING #: 1Z E85 V29 01 9450 9415		
		
BILLING: P/P		
CLIENT MATTER (six digits, six digits): 425149.000004 Recorder Number (Five Digits ex. 01234): 2237 <small>CS 15.6.12 WNTEN0 42.0A 07/2013</small>		
		

RECEIVED

OCT 10 2013

BMC GROUP