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|---|--|---|--|
| <b>UNITED STATES BANKRUPTCY COURT</b>   |  | District of Delaware  | <b>PROOF OF CLAIM</b>  |
| Name of Debtor:<br><b>AgFeed USA, LLC<br/>(a/k/a M2 P2, LLC)</b>  |  | Case Number:<br><b>13-11761</b>   | <p style="text-align: center;"><b>COURT USE ONLY</b></p> <p><input type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p>Court Claim Number: _____<br/>(If known)</p> <p>Filed on: _____</p> <p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.</p> |
| NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.   |  |   |  |
| Name of Creditor (the person or other entity to whom the debtor owes money or property):<br><b>GreatAmerica Financial Services Corporation f/k/a GreatAmerica Leasing Corp.</b>   |  |   |  |
| Name and address where notices should be sent:<br><b>GreatAmerica Financial Services Corporation<br/>ATTN: Peggy Upton, Litigation Specialist<br/>PO Box 609, Cedar Rapids, IA 52406</b>  |  | Telephone number: (866) 735-1525    email: <a href="mailto:pupton@greatamerica.com">pupton@greatamerica.com</a>   |  |
| Name and address where payment should be sent (if different from above):  |  | <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <b>RECEIVED</b><br/><br/> <b>OCT 21 2013</b><br/><br/> <b>BMC GROUP</b> </div>  |  |
| Telephone number:   |  | email:  |  |
| <b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>7,133.51</u>   |  |   |  |
| If all or part of the claim is secured, complete item 4.<br>If all or part of the claim is entitled to priority, complete item 5.<br><input checked="" 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. |  |   |  |
| <b>2. Basis for Claim:</b> <u>Unconditional payment obligation under a contract constituting chattel paper.</u><br>(See instruction #2)   |  |   |  |
| <b>3. Last four digits of any number by which creditor identifies debtor:</b><br><br>728222   |  | <b>3a. Debtor may have scheduled account as:</b><br><u>GreatAmerica Leasing Corp.</u><br>(See instruction #3a)  |  |
|   |  | <b>3b. Uniform Claim Identifier (optional):</b><br>_____<br>(See instruction #3b)   |  |
| <b>4. Secured Claim (See instruction #4)</b><br>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:<br>\$ _____  |  |
| Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other<br>Describe: _____  |  | Basis for perfection: _____   |  |
| Value of Property: \$ _____   |  | Amount of Secured Claim:    \$ _____  |  |
| Annual Interest Rate: <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable<br>(when case was filed)  |  | Amount Unsecured:         \$ _____  |  |
| <b>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.</b>  |  |   |  |
| <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 \$11,725*) 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"/> Up to \$2,600* 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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).  |  |
| <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:<br>\$ _____  |  |
| *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjus.....  |  |   |  |
| <b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)   |  |   |  |

**AgFeed POC**  
  
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**7. 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, and security agreements. 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. (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:

**8. Signature:** (See instruction #8)

Check the appropriate box.

- I am the creditor.     I am the creditor's authorized agent.     I am the trustee, or the debtor,     I am a guarantor, surety, indorser, or other codebtor.  
 (Attach copy of power of attorney, if any.)    or their authorized agent.    (See Bankruptcy Rule 3004.)    (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: **Bea Wendel**  
 Title: **Litigation Specialist**  
 Company: **GreatAmerica Financial Services Corporation**  
 Address and telephone number (if different from notice address above):

*Bea Wendel*    10/15/2013  
 (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 federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the 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.

**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 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, 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 an 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.

**3b. Uniform Claim Identifier:**

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 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. 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.

**7. 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. 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.

**8. Date and Signature:**

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a 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, attach a complete copy of any power of attorney, and 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.

**Name:** M2 P2, LLC (a/k/a AgFeed USA, LLC)  
**Lease Number** 728222  
**Date:** 10/15/2013

|                                      |           |                 |
|--------------------------------------|-----------|-----------------|
| Unpaid Rentals                       | \$        | 5,528.33        |
| Residual (Purchase Option)           | \$        | 1,138.50        |
| Sales Tax                            | \$        | 466.68          |
| Misc Fees (cert. mail, return check) |           |                 |
| Insurance Fees                       |           |                 |
| Litigation Fees                      |           |                 |
| Excess Copy Charge                   |           |                 |
| Billed PPTX                          |           |                 |
| Estimated PPTX                       |           |                 |
| Accrued Late Charges                 |           |                 |
| Proceeds from Sale of Equipment      |           |                 |
| Security Deposit on File             |           |                 |
| <b>Total Claim Amount</b>            | <b>\$</b> | <b>7,133.51</b> |



AGREEMENT

ORIGINAL

GREATAMERICA LEASING CORPORATION
826 FIRST STREET SE, CEDAR RAPIDS IA 52401
PO BOX 608, CEDAR RAPIDS IA 52406-0608

AGREEMENT NO.: 728222

CUSTOMER (your name)

FULL LEGAL NAME: M2 P2 LLC

ADDRESS: 610 SOUTH 17TH STREET SUITE 104

AMES

IOWA 50010

VENDOR (Vendor is not Dealer's agent and is neither authorized to waive or alter any term of this Agreement)

Gobin's Inc.

Pueblo

CO

EQUIPMENT AND PAYMENT TERMS

QTY TYPE, MAKE, MODEL NUMBER AND INCLUDED ACCESSORIES

SERIAL NO.

1 MINOLTA BH 361 COPIER/PRINTER

7011007826

EQUIPMENT LOCATION: 109 WEST LEE SUITE 13, LAMAR, CO 81062

SEE SCHEDULE

SECURITY DEPOSIT: \$

TERM IN MONTHS: 60 MONTHLY PAYMENT AMOUNT: \$166.94 (PLUS TAX) PURCHASE OPTION: FAIR MARKET VALUE 10% OF EQUIPMENT COST

ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us, GreatAmerica Leasing Corporation, to pay your Vendor for the equipment... NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM...

INSURANCE. You agree to maintain comprehensive liability insurance acceptable to us... TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us...

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only... NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY...

END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless...

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software... ASSIGNMENT. You may not sell, assign or otherwise dispose of the Equipment without our written consent...

DEFAULT AND REMEDIES. If you do not pay any sum within 10 days after its due date, or if you breach any other term of this Agreement...

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by Iowa law... LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment...

UCC. You agree that this Agreement is (and/or shall be treated as) a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC")...

OWNERS. THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN OWNER FUNDS VENDOR FOR THE EQUIPMENT.

MISCELLANEOUS. This Agreement is the entire agreement between you and us and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us...

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

UNCONDITIONAL GUARANTEE. The undersigned unconditionally guarantees that the Customer will timely perform all obligations under the above Agreement...

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

CERTIFICATE OF DELIVERY AND ACCEPTANCE. The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected; and 2) is fully operational and unconditionally accepted.

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

SIGNATURE: [Signature] DATE: [Date]

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FINANCIAL SERVICES

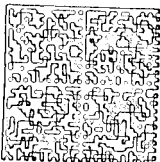
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OCT 21 2013

BMC GROUP

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

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