

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 Inc.**

Case Number: **13-11762**

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Weiwei Gao (nickname: Ning)

Name and address where notices should be sent:

**2 Yuqing Street, Rongyujiayuan 8-4-203
Chaoyang District, Beijing 100085 PRC**

Telephone number: **13865935150**

email: **ning.gaowei@hotmail.com**

COURT USE ONLY

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

Court Claim Number: _____
(If known)

Filed on: _____

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

RECEIVED
OCT 28 2013
BMC GROUP

☐ 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:

1. Amount of Claim as of Date Case Filed:

\$ 1.056 million

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: **Reference fee for selling AgFeed China. See attachments**

(See instruction #2)

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

7168

(See instruction #3a)

3a. Debtor may have scheduled account as:

3b. Uniform Claim Identifier (optional):

(See instruction #3b)

4. Secured Claim (See instruction #4)

Check the appropriate box if the claim is secured by a lien on property or a right of
setoff, attach required redacted documents, and provide the requested information.

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

Value of Property: \$ _____

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

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

\$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____

Amount of Unsecured: \$ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the
priority and state the amount.

☐ Domestic support obligations under
11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$12,475*)
earned within 180 days before the case was filed or the
debtor's business ceased, whichever is earlier -
11 U.S.C. § 507 (a)(4).

☐ Contributions to an
employee benefit plan -
11 U.S.C. § 507 (a)(5).

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)()

\$ _____

AgFeed POC



00099

*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: WEIWEI GAO

Title: _____

Company: _____

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

W G
(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:3b. Uniform Claim Identifier:

Fill in the debtor's full name, and the bankruptcy case number. If the creditorIf you use a uniform claim identifier, you may report it here. A uniform claim received a notice of the case from the bankruptcy court, all of this informationidentifier is an optical 24-character identifier that certain large creditors use to facilitate is at the top of the notice.electronic payment in chapter 13 cases.

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

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

Examples of liens on property include a mortgage on Debtor

A debtor is the person, corporation, or other entity real estate or a security's interest in a car. A lien may be that has filed a bankruptcy case voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court

Creditor

judgment is a lien. A claim also may be secured if the

A creditor is a person, corporation, or other entity

creditor owes the debtor money (has a right to setoff).

to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11

Unsecured Claim

Claim § 101(10).

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.

requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property in 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.

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.

Print

Close

Fwd: Ning reference feeFrom: **Yang Zhi** (yz3380217@hotmail.com)

Sent: Tuesday, October 22, 2013 8:15:39 AM

To: ning.gaowei@hotmail.com

10 attachments

ATT00001.html (0.5 KB) , ATT00002.html (2.1 KB) , APLogoteeny.jpg (32.7 KB) ,
ATT00003.html (2.7 KB) , RE Ning's email.eml (21.5 KB) , Re Van's email.eml (16.1 KB) ,
APLogoteeny.jpg (32.7 KB) , Fwd Ning's email.eml (99.9 KB) , Fwd Ning's email.eml
(94.0 KB) , Great Work.eml (1.0 KB) ,

Begin forwarded message:

From: Yang Zhi <yz3380217@hotmail.com>**Date:** October 4, 2013 7:01:23 AM GMT+08:00**To:** Van Gothner <vangothner@agfeedinc.com>**Cc:** tzelek@gmail.com, "Sherman David H, PhD" <h.sherman@neu.edu>, Ginn
Bruce <bginn@bmigrp.com>, Zhang Lixiang <zl001@vip.sina.com>, "Keith A.
Maib" <kmaib@mackinacpartners.com>, Sacks Esq Sacks <ssacks@foley.com>**Subject:** Ning reference fee

Hi Van,

Selig mentioned that he discussed with you re Ning's reference fee. I don't know what info you communicated to him. For the whole story, basically I am the most appropriate person to tell. Let me summarize the whole process in connection with it. If something you think is not the case, please let me know.

For the first meeting between Ningbo Techbank ("NTB") and AgFeed Industries Inc. ("AgFeed"), it was held between John Stadler (then AgFeed's Chairman and CEO) and Tianxing Wu (NTB's Chairman)/Banghui Zhang (NTB's CEO) at Raleigh airport hotel in North Carolina in October, 2011 following John Stadler drove all of us to AgFeed's sow farm in North Carolina. Later AgFeed and NTB signed Letter of Intent. In early December, John Stadler, Glenn M (then AgFeed's COO), and Ray C (then AgFeed's president) visited NTB in Shanghai. Then we visited NTB's feed mills in Ningbo and Hexian. On the visit, AgFeed and NTB held meeting to discuss further transaction detail of selling AgFeed China to NTB including but not limited evaluation and timeline that was written by meeting minute verified by NTB's legal counsel and me. Later, John Stadler resigned and Van Gothner took on Chairman and interim CEO position. At Holiday Inn hotel near

Hongqiao airport in Shanghai, Van Gothner met with Tianxing Wu and Banghui Zhang. As Banghui Zhang does not like Van Gothner, the meeting ended up with no any result and this communication of transaction died.

When BDA was on board, AgFeed discussed with NTB re the potential to buy AgFeed as one of many potential buyers. In Shanghai meeting, as a couple of people from Pipestone was present on meeting and Van Gothner was not happy as pipestone is competitor to AgFeed in USA. The meeting ended up without any communication of business. BDA and AgFeed did not reach NTB until later Ning brought NTB back on the table a year later. Also, there is no any communication between NTB and AgFeed to continue the potential transaction discussion before Ning brought NTB back to the table.

Then Van Gothner instructed Thomas Yang (then AgFeed's country manager in China) to contact his friends to look for potential buyers on a percentage equity sale of AgFeed Industries Inc. in addition to BDA's work. Thomas Yang contacted his friends, one of whom is Ning. Ning contacted some players in the feed industry and identified China Agriculture Investment (CAI) and NTB as interested and potential buyers. Before Ning released info to Van Gothner, Ning discussed the reference fee with Van Gothner through email in late February following Thomas' direct communication to Van Gothner of Ning's thoughts and basically Van Gothner's agreement on it. Among those, Van Gothner and Ning agreed that 2% for 50 or 60 million of the deal and 1% for 100 or 200 million to define fair and appropriate. When Thomas Yang worked as AgFeed's country manager, Thomas Yang communicated/reported with/to Van Gothner as AgFeed Chairman and CEO either face to face or through call on skype almost everyday. For communication re the reference, Thomas Yang called with Ning and reported to Van Gothner and then Thomas Yang communicated Van Gothner's response to Ning. Van Gothner, Ning and Thomas Yang used the way aforesaid to move the reference or introduction besides a few emails. For example, Ning arranged the meeting with CAI and NTB at Friendship Hotel in Beijing, at the night of March 28, 2013 and in the morning of March 29, 2013, separately, which was coordinated through Ning's call with Thomas Yang and Thomas Yang's direct communication with Van Gothner when Van Gothner was in China. Ning put lots of efforts to persuade NTB to meet with Van Gothner by telling NTB that Van Gothner was pretty successful banker in the US and is pretty nice gentleman that may be felt if there is more time to be spent together. Also, Ning told NTB that there are lots of advantages and benefits if NTB buys AgFeed at that time such as low evaluation, AgFeed's US and China platform that is fit in NTB's hog development strategy, etc.

As CAI asked to replace Van Gothner's CEO position as condition to buy AgFeed's major equity, the meeting with CAI did not go well at that night. Van Gothner's expectation is pretty high on the meeting with NTB the next morning so he instructed Thomas Yang to call with Ning to learn and push NTB. The meeting with NTB met barrier, too, as NTB had no money oversea and NTB did not want to buy AgFeed USA. One proposal is brought out by Wei Anning, consultant from NTB. Nick Rosa from US Conti in Beijing joined lunch meeting at the same day and basic proposal/solution was accepted by AgFeed, NTB and US Conti. Van Gothner was pretty happy then for the result of meeting with NTB. Actually it did show kind of pursuable solution to solve AgFeed's issues. After Lunch, Van Gothner shot positive update emails to BDA and AgFeed Board members and caught his back flight to home happily. When Van Gothner left, he instructed Thomas Yang to communicate with Ning to push tightly on NTB to move this potential deal. Under Ning's arrangement, Thomas Yang stayed in Beijing for one more day to hang out with Banghui Zhang to discuss more details and understand more thoughts from NTB.

On April 3, 2013, under Van Gothner's instruction, under Ning's arrangement, Thomas Yang met with Banghui Zhang at Hongqiao airport in Shanghai and CAI in Zijin hotel in Shanghai, separately to explore potential barriers. When NTB and US Conti can not work together, Ning pushed NTB and NTB discussed Pipestone's potential to work with NTB in AgFeed USA part although it did not work later.

On Van Gothner's April, 2013 trip, there were meetings with CAI and NTB arranged by Ning to coordinate Thomas Yang. From the email trail, it clearly shows the communication/meeting with either CAI or NTB was led by Ning through coordination by Thomas Yang and Van Gothner with BDA. Per Van Gothner's instruction, Thomas Yang were arranged by Ning to meet CAI and NTB at different places on behalf of AgFeed.

Although Thomas Yang were fired by Keith M as AgFeed's chief restructuring officer, Ning still focused on and pushed the deal which is her personal interest. Just like Selig Sacks ever commented, Ning would have personal interest and would not destroy the potential deal although Thomas Yang was not with AgFeed. Thomas Yang shared the same thoughts and did not do anything to hurt this deal.

Here CAI is not mentioned much although there is also much work done by Ning. Through the whole timeline, there is also email to show how Ning brought NTB back to AgFeed with one email as attachment. In the attached email, after meeting with NTB in Beijing on March 29, 2013, Van wrote to Thomas Yang to appreciate "bringing NTB back to the table." Though there are too many details either in emails or call, here does not include much as it just intends to give a clear picture of the whole reference process.

Here, as I copy the Board members and Keith M and Selig Sacks, I also include emails to Van and Selig recently as attachments. I believe all persons who are working for AgFeed should work for shareholders' best interest at full efforts so I hope everyone should be responsible for its action and decision. Respect, responsibility, and reputation should be shared by every responsible AgFeed person, no matter AgFeed is in good or bad shape.

Best,

Thomas

--Forwarded Message Attachment--

From: yz3380217@hotmail.com

Subject: Fwd: Ning's email

Date: Wed, 2 Oct 2013 00:22:00 +0800

To: ZLee@foley.com; jagen@foley.com; ssacks@foley.com

Begin forwarded message:

From: Ning Gao <ning.gaowe@hotmai.com>
Date: September 24, 2013 9:25:46 AM GMT+08:00
To: "ssacks@foley.com" <ssacks@foley.com>
Cc: "vangothner@agfeedinc.com" <vangothner@agfeedinc.com>, "yz3380217@hotmail.com" <yz3380217@hotmail.com>
Subject: FW: Ning's email

Hi Mr. Selig,

I follow Thomas email. Please let me know AgFeed response. I believe you as AgFeed legal counsel will protect AgFeed best interest including reputation.

Regards,

Ning

From: yz3380217@hotmail.com
Subject: Fwd: Ning's email
Date: Mon, 23 Sep 2013 22:37:42 +0800
To: ning.gaowe@hotmai.com

Begin forwarded message:

From: Yang Zhi <yz3380217@hotmail.com>
Date: September 23, 2013 10:33:19 PM GMT+08:00
To: Sacks Esq Sacks <ssacks@foley.com>
Subject: Fwd: Ning's email

Hi Selig,

It seems I grabbed the wrong email address. Send it again.

Best,

Thomas

Begin forwarded message:

From: Yang Zhi <yz3380217@hotmail.com>
Date: September 23, 2013 10:29:49 PM GMT+08:00

To: "Sacks D. Selig" <ssacks@pryorcashman.com>
Cc: Van Gothner
<vangothner@agfeedinc.com>, ning.gaowei@hotmail.com
Subject: Fwd: Ning's email

Hi Selig,

How are you? Per Van's suggestion, I am forwarding Ning's email to you re AgFeed sale reference fee. Here I also cc to Van and Ning. Please find the attached emails in connection with this reference. For sure, we have lots of face to face communication and call to discuss on this reference. If you need any more info, Van and I may provide it.

As Ning is my friend, this is my oral obligation to bridge it. For this reference fee in the future, please communicate with Ning directly.

Best,

Thomas

--Forwarded Message Attachment--

From: ning.gaowei@hotmail.com
To: vangothner@agfeedinc.com
CC: yz3380217@hotmail.com
Subject: RE: Ning's email
Date: Mon, 23 Sep 2013 22:06:14 +0800

Hi Van,

It is pity that you have this accident. I thank you for responding to Thomas. Please let me refresh your memory about our communication and agreement in the past on AgFeed's potential buyers to look for. Thomas contacted me in early 2013 to ask me help look for potential buyers on AgFeed under your instruction. Before and after you, me and Thomas agreed on reference fee, I contacted some of my friends in China feed industry. Among these potential buyers I introduced, after reference fee agreement was agreed, I arranged meetings with you and Thomas in Beijing Youyi Hotel with China Agriculture Investment and Ningbo Techbank. After meetings, through Thomas, you asked me to push each company to move the transaction. Under my arrangement, Thomas met with Zhang Banghui twice to discuss how to overcome barriers for this transaction. Of course, Thomas met with Chairman Zhou Jian several times, too under my arrangement. Although Thomas left AgFeed, I still watch this transaction as it is my personal interest.

Van, my reference is based on my trust on Thomas. Just like what I stated, I have trust on you as Thomas speaks highly of you so I did not ask formal agreement but through email to confirm it.

Although you are non-exective chairman, this agreement is agreed on when you were AgFeed CEO and Thomas was AgFeed Country manager. You are still chariman. Please tell me who you forwarded my agreement and who I will contact.

Regards,

Ning

Subject: Fwd: Ning's email
From: yz3380217@hotmail.com
Date: Sun, 22 Sep 2013 09:42:07 +0800
To: ning.gaowei@hotmail.com

Sent from my iPhone

Begin forwarded message:

From: YangZhi <yz3380217@hotmail.com>
Date: September 22, 2013 at 9:37:34 AM GMT+8
To: "K. I. F. Gothner" <van@adirondackpartners.com>
Subject: Re: Ning's email

I am very sorry to hear it but glad you are recovering fully. You think whom Ning should contact in Agfeed re it. Best, Thomas

Sent from my iPhone

On Sep 22, 2013, at 8:42 AM, "K. I. F. Gothner" <van@adirondackpartners.com> wrote:

Thomas-

Good to hear from you.

I did receive this note and forwarded it along to the appropriate

parties.

As you may be aware I no longer serve in any executive capacity with AgFeed. I merely serve as the non-Executive Chairman.

Separately, as I am sure you have not heard, I am recovering from a rather serious injury. In early August I was thrown from a horse when Betsy and I were riding together at her family's ranch in western Canada. I fractured my pelvis, wrist and contused my liver and spleen. After nearly a month in the hospital and nursing home I am now at home and still have a few weeks before I will be walking again. A full recovery is expected, however, much hard work remains to get back to normal.

Take care,

Van

<APLogoteeny.jpg>

K. Ivan F. Gothner
van@adironackpartners.com
82 Mountain Road,
Wilbraham, MA 01095
USA
office +1.413.596.3298
mobile +1.413.214.5565
fax +1.413.596.6541
skype vangothner

On Sep 21, 2013, at 8:40 AM, Yang Zhi <yz3380217@hotmail.com> wrote:

Hi Van,

I don't know whether you get this email or not. Please deal with it.

Best,

Thomas

Begin forwarded message:

From: Ning Gao
<ning.gaowei@hotmail.com>
Date: September 15, 2013 3:28:07 PM
GMT+08:00
To: "vangothner@agfeedinc.com"
<vangothner@agfeedinc.com>
Cc: "yz3380217@hotmail.com"
<yz3380217@hotmail.com>
Subject: FW: Ning's email

Hi Van,

Congratulations AgFeed closed the deal with Ningbo Techbank. I think you still remember I arranged Ningbo Techbank's meeting with you and Thomas in Beijing after introducing China Agriculture Investment. Although Thomas talked to me you do not like the hotel, it is worthwhile from current situation. Under your instruction, Thomas contacted me to try to get as many buyers as possible. China Agriculture Investment and Ningbo Techbank are among those.

Please ask the company to arrange my reference fee.

Regards,

Ning

From: ning.gaowei@hotmail.com
To: vangothner@agfeedinc.com
CC: tyang@agfeedinc.com
Subject: Ning's email
Date: Tue, 21 May 2013 11:43:03 +0800

Hi Van,

This is Ning. I have to use my another email address to contact you, because my sohu email somehow doesn't work, and it turns out that no one can receive my email I sent.

I heard from Thomas that I was asked if I am still in MOFCOM, the answer is no. I quit for my law school program at the end of last year.

About the finder's fee, based on my communication with you and Thomas, 2% is appropriate if the deal is a small size like fifty or sixty million dollars and 1% will be if it is one hundred or two hundred million dollars. So I don't think we need to renegotiate it.

Regards,

Ning

--Forwarded Message Attachment--

CC: tyang@agfeedinc.com

To: vangothner@agfeedinc.com

Subject: Re: Van's email

Date: Mon, 20 May 2013 23:02:14 +0800

From: ning.yin@sohu.com

Hi Van,

I heard from Thomas that I was asked if still in MOFCOM, I quit for law school program at the end of last year.

About the founder's fee, based on my communication with you and Thomas, 2% is appropriate if the deal size is small amount like fifty or sixty million dollars and 1% if it is one hundred or two hundred million. So I don't think we need to renegotiate it.

Regards,

Ning

----- 原文 -----

发件人: vangothner
主 题: Re: Van's email
时 间: 2013年2月25日 9:54:48
抄 送: Thomas Yang,

Ning-

Based on what we know today your proposal seems to be fair and appropriate, however, should the nature of the transaction change then we will all need to work together to make sure that the finder's fee is fair for all parties.

Regards,

Van

K. Ivan F. Gothner
Chairman & Chief Executive Officer
vangothner@agfeedinc.com
Office +1.413.596.3298
Mobile +1.413.214.5565
Skype vangothner

On Feb 25, 2013, at 12:06 AM, ning.yin@sohu.com wrote:

Van,

Thank you for your response. If I understand right, you confirm my introduction fee which is 2% of the amount of to be completed transactions between Agfeed and China

Agriculture Investment Fund. If I am wrong, please email me.

Thanks,

Ning

----- 原文 -----

发件人: Van Gothner
主 题: Re: Van's email
时 间: 2013年2月24日 9:22:46
抄 送: Thomas Yang,

Ning-

Thank you for your email. Yes, I confirm that the company is willing to pay an appropriate finders/introduction fee in connection with the successful completion of a transaction. The fee will be in an amount appropriate for the specifics of the transaction and fully disclosed.

Regards,

Van

K. Ivan F. Gothner
Chairman & Chief Executive Officer
vangothner@agfeedinc.com
Office +1.413.596.3298
Mobile +1.413.214.5565
Skype vangothner

On Feb 23, 2013, at 9:17 AM, ning.yin@sohu.com wrote:

Hello Van,

This is Ning Yin. Although I trust Thomas and Thmomas speaks highly of you, I still need a confirmation in writing about the introduce fee (2%) when the deal is done.

Sincerely,

Ning Yin

----- 原文 -----

发件人: Thomas Yang
主 题: Van's email
时 间: 2013年2月23日 8:27:30
抄 送: Van Gothner,

Hi Ning,

Van's email
is vangothner@agfeedinc.com.
Here I also cc to him.

Please contact him directly.

Hi Van, Ning is my classmate in
MOFCOM. I received signed NDA
from China Agriculture Investment
Fund. As the fund is not formed yet,
they used the firm, one of the
originators for the fund, to sign it.
Once Ning is OK, I will send signed
NDA to you immediately.

Best,

Thomas

Begin forwarded message:

From: "K. I. F. Gothner"
<van@adirondackpartners.com>
Date: September 23, 2013 10:01:38 PM
GMT+08:00
To: YangZhi <yz3380217@hotmail.com>
Subject: Re: Ning's email

I would suggest Selig Sacks.

K. Ivan F. Gothner
van@adironackpartners.com

82 Mountain Road,
Wilbraham, MA 01095
USA

office	+1.413.596.3298
mobile	+1.413.214.5565
fax	+1.413.596.6541
skype	vangothner

On Sep 21, 2013, at 9:37 PM, YangZhi
<yz3380217@hotmail.com> wrote:

I am very sorry to hear it but glad you are
recovering fully. You think whom Ning
should contact in Agfeed re it. Best,
Thomas

Sent from my iPhone

--Forwarded Message Attachment--

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--Forwarded Message Attachment--

K. Ivan F. Gothner
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82 Mountain Road,
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skype vangothner

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wrote:

I am very sorry to hear it but glad you are recovering fully.
You think whom Ning should contact in Agfeed re it. Best,
Thomas

Sent from my iPhone

--Forwarded Message Attachment--

From: yz3380217@hotmail.com

Subject: Fwd: Ning's email

Date: Wed, 2 Oct 2013 00:21:10 +0800

To: ZLee@foley.com; jagen@foley.com; ssacks@foley.com

Begin forwarded message:

From: Yang Zhi <yz3380217@hotmail.com>

Date: September 23, 2013 10:29:49 PM GMT+08:00

To: "Sacks D. Selig" <ssacks@pryorcashman.com>

Cc: Van Gothner <vangothner@agfeedinc.com>, ning.gaowei@hotmail.com

Subject: Fwd: Ning's email

Hi Selig,

How are you? Per Van's suggestion, I am forwarding Ning's email to you re AgFeed sale reference fee. Here I also cc to Van and Ning. Please find the attached emails in connection with this reference. For sure, we have lots of face to face communication and call to discuss on this reference. If you need any more info, Van and I may provide it.

As Ning is my friend, this is my moral obligation to bridge it. For this reference fee in the future, please communicate with Ning directly.

Best,

Thomas

--Forwarded Message Attachment--

From: ning.gaowei@hotmail.com
To: vangothner@agfeedinc.com
CC: yz3380217@hotmail.com
Subject: RE: Ning's email
Date: Mon, 23 Sep 2013 22:06:14 +0800

Hi Van,

It is pity that you have this accident. I thank you for responding to Thomas.

Please let me refresh your memory about our communication and agreement in the past on AgFeed's potential buyers to look for. Thomas contacted me in early 2013 to ask me help look for potential buyers on AgFeed under your instruction. Before and after you, me and Thomas agreed on reference fee, I contacted some of my friends in China feed industry. Among these potential buyers I introduced, after reference fee agreement was agreed, I arranged meetings with you and Thomas in Beijing Youyi Hotel with China Agriculture Investment and Ningbo Techbank. After meetings, through Thomas, you asked me to push each company to move the transaction. Under my arrangement, Thomas met with Zhang Banghui twice to discuss how to overcome barriers for this transaction. Of course, Thomas met with Chairman Zhou Jian several times, too under my arrangement. Although Thomas left AgFeed, I still watch this transaction as it is my personal interest.

Van, my reference is based on my trust on Thomas. Just like what I stated, I have trust on you as Thomas speaks highly of you so I did not ask formal agreement but through email to confirm it.

Although you are non-exective chairman, this agreement is agreed on when you were AgFeed CEO and Thomas was AgFeed Country manager. You are still chariman. Please tell me who you forwarded my agreement and who I will contact.

Regards,

Ning

Subject: Fwd: Ning's email
From: yz3380217@hotmail.com
Date: Sun, 22 Sep 2013 09:42:07 +0800
To: ning.gaowei@hotmail.com

Sent from my iPhone

Begin forwarded message:

From: YangZhi <yz3380217@hotmail.com>
Date: September 22, 2013 at 9:37:34 AM GMT+8

To: "K. I. F. Gothner" <van@adirondackpartners.com>
Subject: Re: Ning's email

I am very sorry to hear it but glad you are recovering fully. You think whom Ning should contact in Agfeed re it. Best, Thomas

Sent from my iPhone

On Sep 22, 2013, at 8:42 AM, "K. I. F. Gothner" <van@adirondackpartners.com> wrote:

Thomas-

Good to hear from you.

I did receive this note and forwarded it along to the appropriate parties.

As you may be aware I no longer serve in any executive capacity with AgFeed. I merely serve as the non-Executive Chairman.

Separately, as I am sure you have not heard, I am recovering from a rather serious injury. In early August I was thrown from a horse when Betsy and I were riding together at her family's ranch in western Canada. I fractured my pelvis, wrist and contused my liver and spleen. After nearly a month in the hospital and nursing home I am now at home and still have a few weeks before I will be walking again. A full recovery is expected, however, much hard work remains to get back to normal.

Take care,

Van

<APLogoteeny.jpg>

K. Ivan F. Gothner
van@adirondackpartners.com
82 Mountain Road,
Wilbraham, MA 01095
USA
office +1.413.596.3298
mobile +1.413.214.5565
fax +1.413.596.6541
skype vangothner

On Sep 21, 2013, at 8:40 AM, Yang Zhi <yz3380217@hotmail.com> wrote:

Hi Van,

I don't know whether you get this email or not. Please deal with it.

Best,

Thomas

Begin forwarded message:

From: Ning Gao <ning.gaowei@hotmail.com>
Date: September 15, 2013 3:28:07 PM
GMT+08:00
To: "vangothner@agfeedinc.com"
<vangothner@agfeedinc.com>
Cc: "yz3380217@hotmail.com"
<yz3380217@hotmail.com>
Subject: FW: Ning's email

Hi Van,

Congratulations AgFeed closed the deal with Ningbo Techbank. I think you still remember I arranged Ningbo Techbank's meeting with you and Thomas in Beijing after introducing China Agriculture Investment. Although Thomas talked to me you do not like the hotel, it is worthwhile from current situation. Under your instruction, Thomas contacted me to try to get as many buyers as possible. China Agriculture Investment and Ningbo Techbank are among those.

Please ask the company to arrange my reference fee.

Regards,

Ning

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Subject: Ning's email
Date: Tue, 21 May 2013 11:43:03 +0800

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Regards,

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CC: tyang@agfeedinc.com
To: vangothner@agfeedinc.com
Subject: Re: Van's email
Date: Mon, 20 May 2013 23:02:14 +0800
From: ning.yin@sohu.com

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抄 送: Thomas Yang,

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Thanks,

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Please contact him directly.

Hi Van, Ning is my classmate in MOFCOM. I received signed NDA from China Agriculture Investment Fund. As the fund is not formed yet, they used the firm, one of the originators for the fund, to sign it.
Once Ning is OK, I will send signed NDA to you immediately.

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Thomas

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Date: September 23, 2013 10:01:38 PM GMT+08:00
To: YangZhi <yz3380217@hotmail.com>
Subject: Re: Ning's email

I would suggest Selig Sacks.

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I am very sorry to hear it but glad you are recovering fully. You think whom Ning should contact in Agfeed re it. Best, Thomas

Sent from my iPhone

--Forwarded Message Attachment--

From: vangothner@agfeedinc.com
To: tyang@agfeedinc.com
Subject: Great Work
Date: Fri, 29 Mar 2013 08:59:36 +0000

Thomas-

Great job bringing NTB back to the table. Heartfelt thanks.

Talk Saturday AM EDT.

Van

Sent from my iPhone

Cover Letter

Dear Sir or Madam:

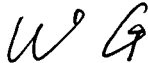
I am Weiwei Gao (nickname: Ning) and claim the reference fee of \$1.0576 million for my introduction of Ningbo Techbank to AgFeed Industries Inc. to buy the latter. According to my agreement with AgFeed Industries Inc., I have right to obtain 2% of the deal value if the reference is successful and the deal is closed. On September 13, 2013, the deal between Ningbo Techbank and AgFeed Industries Inc. was signed with the value of \$52.88 million subject to the final adjustment. The close date will be in December, 2013 as of my information.

The agreement was agreed on through Van Gothner (then Chairman of the Board of Directors and Chief Executive Officer) and Zhi Yang (also called Thomas, then Country Manager in China for AgFeed Industries Inc.) with AgFeed Industries Inc. Please find the documentation of the agreement in the attached email trail.

I claims the reference fee of \$1.0576 million subject to the deal value adjustment.

Sincerely,

Weiwei Gao (Ning)



October 23, 2013

Enclosure:

1. Proof of Claim Form
2. The copy of email trail



Track this shipment: <http://www.dhl.com>

Shipment Waybill

EXPRESS

1 Payer account number and insurance details

Charge to ☒ Shipper ☐ Receiver ☐ 3rd party

Payer Account No. ☐ Cash ☐ Cheque ☐ Credit Card

Shipment insurance - see reverse

☐ Yes ☒ No (Not all payment options are available in all countries. See electronic data)

2 From (Shipper)

Shipper's account number

602 207 270 Wei Gao

Shipper's reference (up to 32 characters - first 12 will be shown on invoice)

2 Kuang Street, Rongyuan 2-4-23

Company name

Chuangyuan District, Beijing

Address

Postcode/Zip Code (required)

100085

Phone, Fax or E-mail (required)

mingchenwei@hotmail.com

3 To (Receiver)

BMC Group, Inc.

Attn: A-FEED USA, LLC CLAIMS Processing

PO Box 3020

CHANHASSEN, MN 55317-3020

Country USA

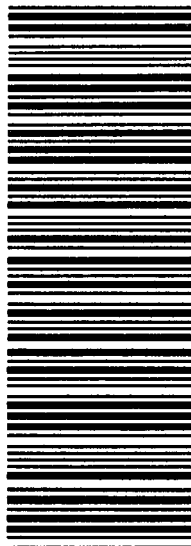
Contact person

Phone, Fax or E-mail (required)

PS08/10 CN GP2

ORIGIN

571 6894 083



DEK

DESTINATION CODE

S.T.D

8 Products & Services

☐ Domestic ☒ International Document

☐ International Non-Domestic

Products that are available to and from all locations

☐ EXPRESS 900 ☐ CH41.1

☐ EXPRESS 1030 ☐ +A40.1

☐ EXPRESS 1200 ☐ E41.1

☒ EXPRESS / WORLDWIDE R11

☐ ECONOMY SELECT ☐ 03.1.1

☐ EXPRESS ENVELOPE

☐ OTHER R11

Optional Services (extra charges may apply)

☐ Delivery Notification ☐ Non-standard Pickup

☐ Delivery Notification ☐ Payable Packaging

☐ Non-standard Shipment ☐ Other

☐ Guaranteed Business

☐ Priority ☐ Standard ☐ Other

DIMENSIONAL/CHARGEABLE WEIGHT

kg 0 gr

CHARGES

Services

Other

Insurance

VAT

CURRENCY

TOTAL

Picked up by ABC.

Route No.

Time

Date

626

4 Shipment details

Bill weight is calculated from total weight and dimensions

Total number of packages

1

Total Weight

kg 0

Dimensions in cm

Length Width Height

@ x x x

@ x x x

@ x x x

RECEIVED

OCT 28 2013

BMC GROUP

6 Non-Domestic Shipments Only (Customs Requirement)

Attach the original and two copies of a Proforma or Commercial invoice

Shipper's VAT/GST number

Receiver's VAT/GST or Shipper's EIN/SSN

Declared Value for Customs

(as on commercial/proforma invoice)

Harmonised Commodity Code if applicable

Government Export Number

(where legally required)

TYPE OF EXPORT

☐ Permanent ☐ Repair/Return ☐ Temporary

Destination duties/taxes if left blank receiver pays duties/taxes

☐ Receiver ☐ Shipper ☐ Other

Specify approved account number

7 Shipper's agreement (Signature required)

Unless otherwise agreed in writing, I agree that DHL Terms and Conditions of Carriage are all

the applicable, the Warsaw Convention limits and/or excludes DHL's liability for loss, damage or delay

and (2) this shipment does not contain cash or dangerous goods (see reverse).

Signature

Date

13/10/13

[illegible][illegible]

2000

that provided in *Stranger on the Beach* and *John's Family* is strictly limited to a maximum of only two to three periods' limits in this Section 6. All other types of loss of earnings are excluded (including but not limited to lost profits, income, bonus, etc.) and are excluded (including but not limited to lost profits, income, bonus, etc.) when such loss or damage is proved or indicated.

[illegible]

5. The use of C-5970 by the Bureau is limited by the following conditions of application or restriction:

(a) C-5970 is to be applied by hand not by mechanical means.

(b) C-5970 is to be applied with the aid of a brush or brush applicator.

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[illegible][illegible]

11. **CARRIER CONVENTION**
If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention ("Warsaw"), if applicable, governs and in most cases limits DHL's liability for loss or damage.

12. Stippled Warranties and Indemnity. The Company, its officers and agents shall not be liable for any loss or damage arising out of Stippled's failure to comply with any applicable laws or regulations and/or Stippled's breach of the following warranties and representations as provided by Stippled or its representatives: a complete and accurate copy of the Stippled contract was provided to secure premises by Stippled's employees.

- c. Shipments are placed in the effort to prevent the Shipper from receiving the goods.
- d. Shipments are placed in the effort to spread incidence of loss.

Shippers agree to all routing & redelivery, including the possibility that the Shipment may be carried via intermediate stopping places.

10. Securing Entry
A Party's residence or territory, connected with the Terms and Conditions, shall be subject for the benefit of D.H.I. to the non-exclusive use, control and management of the State of the country of origin of the Settlement and Support irrevocably submit to such use, control and management, as may be deemed fit.

On Community Development
 by **James H. Thompson**
 Director, Office of Community Development,
 U.S. Department of Housing and Urban Affairs

Active and Effective
 by **James H. Thompson**
 Director, Office of Community Development,
 U.S. Department of Housing and Urban Affairs