

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): Milton P. Webster, III

COURT USE ONLY

Name and address where notices should be sent: Milton P. Webster, III 1919 S. Prairie Avenue, Unit 4 Chicago, IL 60616 Telephone number: (312) 846-6840 email: Webstermp3@mac.com

RECEIVED

OCT 29 2013

BMC GROUP

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): Telephone number: email:

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.

1. Amount of Claim as of Date Case Filed: \$ 138,521.63

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: \$

2. Basis for Claim: Direct obligation owed to Creditor pursuant to indemnity agreement for the payment of legal expenses. (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.

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

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

Basis for perfection:

Value of Property: \$

Amount of Secured Claim: \$

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

Amount of Unsecured: \$

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

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

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

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

Amount entitled to priority:

Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)()



*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of 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. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

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

Print Name: Milton P. Webster, III
Title: _____
Company: _____

Milton P. Webster Oct. 28, 2013

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

(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.

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.

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 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.

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 specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor
A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor
A creditor is a person, corporation, or other entity to whom debtor owes a debt that was incurred before the date of the bankruptcy filing. See 11 U.S.C. § 101(10).

Claim
A claim is the creditor's right to receive payment for a debt owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim
A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Debtors' claims agent, BMC Group, Inc., at the applicable following address:

REGULAR MAIL:
BMC GROUP, INC.
ATTN: AGFEED USA, LLC CLAIMS PROCESSING
PO BOX 3020
CHANHASSEN, MN 55317-3020

MESSENGER/OVERNIGHT DELIVERY
BMC GROUP, INC.
ATTN: AGFEED USA, LLC CLAIMS PROCESSING
18675 LAKE DRIVE EAST
CHANHASSEN, MN 55317

Secured Claim Under 11 U.S.C. § 506(a)
A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim.

Examples of liens on property include a mortgage on real estate or a security's interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim
An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)
Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Administrative Claim
An administrative claim is a claim of the type described in sections 503 and 507 of title 11 of the United States Code. Among other things, these sections provide that certain types of claims are entitled to administrative expense priority, including, without limitation: (i) the action, necessary costs and expenses of preserving the estate, including wages, salaries, or commissions for services rendered after the commencement of the bankruptcy case; (ii) certain taxes and penalties related thereto; (iii) compensation and reimbursement of certain officers; (iv) the actual, necessary expenses incurred by (a) certain creditors, (b) a creditor, an indenture trustee, an equity security holder, or a committee representing any such entities, in making a substantial contribution to a debtor's chapter 11 case, (c) a custodian, and (v) compensation for services rendered by an indenture trustee. Claims alleged to be entitled to an administrative expense pursuant to 11 U.S.C. § 503(b)(9) should be listed in item 6 of the form, but not in item 1a.

Administrative Claim Under 11 U.S.C. § 503(b)(9)
Claims that are based upon facts or circumstances arising or occurring after the date of the Bankruptcy filing and that qualify as an administrative expense under section 503(b)(9) (excluding 503(b)(9) of the Bankruptcy Code).

Redacted
A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

Evidence of Perfection
Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgment of Filing of Claim
To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim
Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.



Invoice No.: 3439800
File No. : 139279.010100
Bill Date : June 20, 2013

Milton P. Webster
1919 South Prairie Avenue #4
Chicago, Illinois 60616

DUPLICATE COPY

INVOICE

Re: AgFeed Industries

Legal Services through June 6, 2013:

Total Fees: \$ 50,132.50

Expenses:

Business Meals	69.66
Federal Express Charges	25.10
GT Imaging	70.00
Messenger/Courier Services	61.78
Parking Charges	96.00
Translation Services	1,064.00
Travel and Lodging Out of Town	1,010.78
Information and Research	18.68

Total Expenses:	\$ 2,416.00
Current Invoice:	\$ <u>52,548.50</u>

Previous Balance (see attached statement): \$ 85,973.13

Total Amount Due: \$ 138,521.63

MRB:SS
Tax ID: 13-3613083

PAYMENT IS DUE UPON RECEIPT

WE HAVE MOVED

Greenberg Traurig, LLP | Attorneys at Law | 4 Embarcadero Center | Suite 3000 | San Francisco, California 94111-5983
Tel 415.655.1300 | Fax 415.707.2010 | www.gtlaw.com



October 3, 2012

Mr. Milton P. Webster
541 E. Erie Street, Unit 201
Milwaukee, WI 53202

Re: Indemnification for Separate Legal Representation


Dear Mike:

This will confirm that AgFeed Industries, Inc. ("AgFeed") has agreed to your retention of separate counsel at Greenberg Traurig, LLP ("GT") to protect your interests in the proceedings pending in the United States District Court for the Middle District of Tennessee brought by former stockholders of the Company, as well as any related proceedings, including any investigations by the United States Securities and Exchange Commission related to AgFeed's anticipated restatement of certain of its previously issued financial statements (collectively, the "Pending Matters"). Furthermore AgFeed will indemnify you for your reasonable costs and expenses incurred as a result of your retention of GT relative to the Pending Matters.

Our agreement to indemnification is, of course, limited to AgFeed's obligations under the Amended and Restated Bylaws of AgFeed Industries, Inc. and Nevada law. Additionally, as a condition precedent to our agreement to provide indemnification of these costs and expenses, and in accordance with Article 5 of the Bylaws, we will need you to execute the attached undertaking, pursuant to which you agree to repay any expenses that are advanced if it is ultimately determined by a court of competent jurisdiction that you are not entitled to be indemnified by AgFeed.

Please let me know if you have any questions regarding this letter or the attached Undertaking.

Very Truly Yours,



K. Ivan F. Gothner
Chairman of the Board & Chief Executive
Officer

AgFeed Industries, Inc. • 100 Bluegrass Commons Suite 310 • Hendersonville, TN 37075
Tel: (917) 804-3584 • Fax: (866) 226-7617
Website: <http://www.agfeedinc.com>

UNDERTAKING

Pursuant to Section 5.2 of the Amended and Restated Bylaws of AgFeed Industries, Inc. (the "Company") and applicable Nevada Law, I, Milton P. Webster, III, hereby request indemnification and advancement of all expenses (including attorneys' fees) I incur in defending myself in the proceedings pending in the United States District Court for the Middle District of Tennessee brought by current and former stockholders of the Company as well as any related proceedings, including any investigations by the United States Securities and Exchange Commission related to the Company. In the event that it should ultimately be determined by a court of competent jurisdiction that that I am not entitled to be indemnified by the Company for the expenses advanced, I undertake to repay any and all such amounts advanced to me.

Dated: Oct. 8, 2012



Milton P. Webster, III

**Anchor Equities, LLC
29750 U.S. Highway 19N, Ste. 101
Clearwater, FL 33761**

April 3, 2013

**Via E-Mail: vangothner@mac.com, vangothner@earthlink.net,
van@adironackpartners.com**

Mr. K. Ivan F. Gothner
Chairman of the Board
AgFeed Industries, Inc.
744 Horizon CT, Suite 350
Grand Junction, CO 81506

Van,

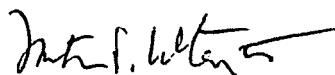
Under the cover of this letter you will find a Notice of Default of AgFeed Industries, Inc.'s (the "Company") obligation to indemnify me and advance my legal fees in connection with one or more subpoenas issued to me by The United States Securities and Exchange Commission ("S.E.C." or "Commission") in connection with their investigation of the Company and certain other actions as outlined in the Notice of Default.

The continuing failure of the Company to honor its obligation to indemnify me for my legal expenses goes beyond a mere economic issue. That failure fundamentally compromises my ability to properly and fully respond to the legitimate efforts of the SEC to investigate the Company and its compliance with federal law.

Nor is your failure to meet your indemnity obligations the only aspect of your interference with my duties as a witness. We had also been advised by Company counsel that I should consider the business of the Special Committee to be privileged in connection with my upcoming testimony at a point in time when the Company had already agreed with the SEC that no privilege would be invoked or recognized with respect to any aspect of the Special Committee's business or actions. That disinformation, when coupled with your failure to meet your indemnity obligations, strongly suggest an intent to compromise the completeness or accuracy of my testimony. Let me make this perfectly clear: As the former Chairman of a Special Committee of the Board of Directors of AgFeed Industries, Inc., I will truthfully answer any and all questions put to me by the SEC with regard to the findings of the Special Committee and activities of the Company during my tenure as a member of the Board of Directors.

My upcoming testimony aside, you may rest assured that I expect my rights under the Consulting Agreement and for indemnification as described in the enclosed Notice will be fully satisfied, and have instructed my counsel to take all necessary steps to insure that they are.

Sincerely,



Milton P. Webster, III

cc: Paul T. Fox, Esq. (foxp@gtlaw.com)
Greenberg Traurig, LLP
77 West Wacker Drive, Suite 3100
Chicago IL 60601

William R. Baker III (William.Baker@LW.com)
Latham & Watkins LLP
555 Eleventh Street NW, Suite 1000
Washington DC 20004-1304

April 3, 2013

VIA FEDERAL EXPRESS

AgFeed Industries, Inc.
c/o Resident Agents of Nevada, Inc.
711 S. Carlson St.
Suite 4
Carson City, Nevada 89701

Re: Notice of Default of Agfeed Industries, Inc. ("Agfeed" or the "Company")
of Its Obligation to Indemnify Milton P. Webster III ("Webster") and
Advance His Legal Fees

To the Board of Directors of AgFeed Industries, Inc.:

NOTICE IS HEREBY GIVEN that Agfeed is in Default of its Duty to
Indemnify and Advance Legal Fees to and on behalf of Webster as specified
below:

Demand

More than 90 days prior to the date of this Demand, and specifically on, *inter alia*, June 6, 2012 and December 1, 2012, Webster or his authorized representative made demand on the Company, pursuant to: (i) Nevada General Corporation Law, Nev. Rev. Stat. §§ 78.101 *et seq.*; (ii) the Articles of Incorporation and By-Laws of AgFeed; (iii) that certain Consulting Agreement among AgFeed, Webster, and Anchor Equities, LLC ("Anchor") dated February 14, 2012 (the "Consulting Agreement"); (iv) that certain insurance policy, No. DOGZ000079, issued by Chartis Insurance Company China Limited ("Chartis") with AgFeed as the named insured party; and (v) any other insurance policy of AgFeed the coverage of which may be applicable to Webster in his capacity as former Director of AgFeed and/or managing member of Anchor as consultant under the Consulting Agreement (collectively, the "Bases for Indemnification"), to indemnify Webster for any loss, injury, damage, or expense, including attorneys' fees and costs, associated with Mr. Webster's compliance with one or more subpoenas issued to him by The United States Securities and Exchange Commission in connection with its investigation of the Company, as well as the defense of Webster in legal actions pending in the United States District Court for the Middle District of Tennessee styled *Arshi v. Stadler, et al.* and *Miller v. Stadler, et al.* (together, the "Derivative Actions"), including the obligation to pay, in a timely manner in advance of the final disposition of the Derivative Actions, attorneys' fees

ALBANY
AMSTERDAM
ATLANTA
AUSTIN
BERLIN*
BOSTON
BRUSSELS*
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LONDON*
LOS ANGELES
MIAMI
MILAN*
NEW JERSEY
NEW YORK
ORANGE COUNTY
ORLANDO
PALM BEACH COUNTY
PHILADELPHIA
PHOENIX
ROME*
SACRAMENTO
SHANGHAI
SILICON VALLEY
TALLAHASSEE
TAMPA
TOKYO
TYSONS CORNER
WASHINGTON, D.C.
WHITE PLAINS
ZURICH

April 3, 2013

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and other defense costs incurred in the defense of Webster in connection with the Derivative Actions.


Such fees and expenses include fees and expenses associated with Webster's prior election to separate counsel of his choosing, regardless of whether or not such separate counsel files an appearance as counsel of record in the Derivative Actions.

This Notice of Default shall not be deemed to waive any right Webster and/or Anchor may have to indemnification and/or advance payment of attorneys' fees and costs associated with any additional legal actions and/or government investigations for which Webster is required by law to participate, regardless of whether Webster is a named party and regardless of whether or not Webster's separate counsel files an appearance as counsel of record in such matters.

Undertaking

Webster's prior undertaking, in accordance with the Article XII of the Articles of Incorporation of AgFeed and Article 5.2 of the By-Laws of AgFeed, to repay the expenses advanced by AgFeed if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation, remains in full force and effect.

Very truly yours,



Paul T. Fox

PTF/jpm

cc: Milton P. Webster, III
William R. Baker, III, Esq.

Milton P. Webster, III
1919 S. Prairie Avenue, Unit 4
Chicago, IL 60616
(312) 846-6840
webstermp3@mac.com

October 28, 2013

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

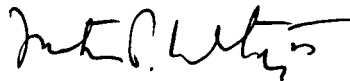
Re: AgFeed Industries, Inc.
Case Number: 13-11762

Please find enclosed two (2) copies of the Proof of Claim for Milton P. Webster, III.

Using the enclosed self-addressed, pre-paid Federal Express envelope, please return to the undersigned one (1) copy of a dated and time-stamped Proof of Claim.

Thank you for your cooperation in this matter.

Sincerely,



Milton P. Webster, III

Introducing FedEx One RateSM.

Simple, flat rate shipping with the reliability of FedEx.

Terms, conditions and weight limits apply. Proper packing required.

[Learn more >](#)

From: (303) 478-0999
Milton P. Webster, III

Origin ID: CGXA



J13201306280326

1919 S. Prairie Avenue, #4

CHICAGO, IL 60616

Ship Date: 26OCT13
ActWgt: 1.0 LB
CAD: 1439295/INET3430

Delivery Address Bar Code



RECEIVED

1 OCT 29 2013

BMC GROUP

Ref # Webster Claim
Invoice #
PO #
Dept #

SHIP TO: (952) 404-5700

BILL SENDER

**Attn: AgFeed USA Claims Processing
BMC GROUP. INC.
18675 Lake Drive East**

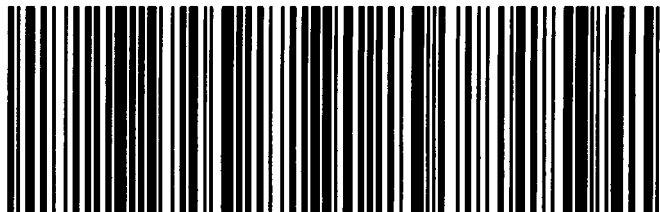
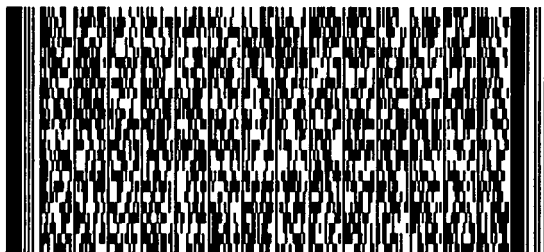
CHANHASSEN, MN 55317

**TUE - 29 OCT AA
** 2DAY ****

TRK# 7970 0919 0960
0201

**55317
MN-US
MSP**

SE FBLA



51AG1/AB1B/1A9E

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.