


<b>UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE</b>	<u>REGULAR MAIL:</u> BMC GROUP, INC. ATTN: AGFEED USA, LLC CLAIMS PROCESSING PO BOX 3020 CHANHASSEN, MN 55317-3020  <u>MESSENGER/OVERNIGHT DELIVERY</u> BMC GROUP, INC. ATTN: AGFEED USA, LLC CLAIMS PROCESSING 18675 LAKE DRIVE EAST CHANHASSEN, MN 55317	<b>PROOF OF CLAIM / REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE</b>  <b>YOUR CLAIM IS SCHEDULED AS:</b> Schedule/Claim ID: s800 Amount/Classification: \$1,361.00 Unsecured
Name of Debtor: AgFeed USA, LLC		Case Number: 13-11761
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>Hog Slat Inc.</u>		<b>COURT USE ONLY</b>
Name and address where notices should be sent:  32353332000941 HOG SLAT, INC.- ACCT #12005 206 FAYETTEVILLE STREET NEWTON GROVE, NC 28366  Telephone number: _____ email: _____		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <b>RECEIVED</b>   <b>NOV 01 2013</b>   <b>BMC GROUP</b> </div>
Name and address where payment should be sent (if different from above): <u>Hog Slat Inc</u> <u>PO Box 300</u> <u>Newton Grove, NC 28366</u> Telephone number: <u>910.594.0219</u> email: <u>cgodwin@hogslat.com</u>		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
1. Amount of Claim as of Date Case Filed: \$ <u>1,361.00</u>  If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. If all or part of the claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete item 6.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach a copy of statement giving particulars.
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: <u>Goods Sold</u> (See instruction #2)		
3. Last four digits of any number by which creditor identifies debtor:  <u>2005</u>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.  Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____  Value of Property: \$ _____  Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____  Basis for perfection: _____  Amount of Secured Claim: \$ _____  Amount of Unsecured: \$ _____
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).  Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____)
*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 adjus		
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: Cynthia S Godwin  
 Title: AR Manager  
 Company: Hog Slat Inc  
 Address and telephone number (if different from notice address above): \_\_\_\_\_

Cynthia S Godwin 10.29.13  
 (Signature) (Date)

910.594.0219 cgodwin@hogslat.com  
 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.

**ACCOUNT STATEMENT**

**Customer information**

Customer account ...: 12005  
Statement Date .....: 10/29/2013



P. O. Box 300  
Newton Grove, N.C. 28366-0300  
910.594.0219 or 800.949.4647  
Fax 910.594.1392

- DBA -



AG FEED USA LLC  
510 S 17TH ST SUITE 104  
Ames, IA 50010

Remit to...  
Hog Slat, Inc.  
P O BOX 538279  
ATLANTA, GA 30353-8279

For questions about your Statement,  
contact us at ARDEPT@HOGSLAT.COM

**Customer information**

Statement Date .....: 10/29/2013  
Customer account ...: 12005

*Please Detach and Return  
This Portion With Your Payment*

Check in the "✓" Column  
Those Items Being Paid

Date	Invoice	Transaction text	Cust PO	Amount	Balance
		Opening		\$ 0.00	\$ 0.00
07/09/2013	9219395	Sales inv 9219395	4215	\$ 609.77	\$ 609.77
07/10/2013	9221446	Sales inv 9221446	4252	\$ 751.23	\$ 1,361.00
07/26/2013	FC-00041682	Finance Charge		\$ 4.38	\$ 1,365.38
08/30/2013	FC-00042137	Finance Charge		\$ 60.93	\$ 1,426.31
09/27/2013	FC-00042637	Finance Charge		\$ 78.74	\$ 1,505.05
10/25/2013	FC-00043113	Finance Charge		\$ 19.06	\$ 1,524.11
10/29/2013		Closing		\$	\$ 1,524.11

Invoice	Amt Due ✓
9219395	\$ 609.77
9221446	\$ 751.23
FC-00041682	\$ 4.38
FC-00042137	\$ 60.93
FC-00042637	\$ 78.74
FC-00043113	\$ 19.06
<b>Total due:</b>	<b>\$ 1,524.11</b>

After	9/1/2013	8/1/2013	7/1/2013	6/1/2013	Before
9/30/2013	9/30/2013	8/31/2013	7/31/2013	6/30/2013	6/1/2013
19.06	78.74	60.93	1,365.38	0.00	0.00

**Total due: \$ 1,524.11**

**Amount Enclosed \$**

**We thank you for your business!**

## WARRANTY AND ACCEPTANCE OF ORDER TERMS

- (1) Purchaser agrees to pay in full for the subject goods of this order within the terms stated on the invoice. In the event that purchaser fails to so pay, purchaser shall be liable to: Hog Slat, Incorporated; Hog Slat, Incorporated DBA Georgia Poultry Equipment Company; Hog Slat, Incorporated DBA Heartland Products Company; or Hog Slat, Incorporated DBA Parking Bumper Company (hereinafter referred to as "Hog Slat") for all costs incident to recovery of the delinquent amounts including legal fees and for payment of interest at the rate of 1 ½% per month.
- (2) Hog Slat hereby expressly warrants any product manufactured by it for one year against any damage to the product caused by defects in material or workmanship excluding paint finish. The exclusive remedy for breach of this warranty shall be the repair or replacement of the product, the choice of which shall be within the exclusive discretion of Hog Slat, at no charge to purchaser. Written approval must be obtained from Hog Slat prior to any return of goods. Hog Slat shall in no event be liable to purchaser for any consequential damages arising from the failure of the product to satisfy this warranty.
- (3) The warranty provided for in paragraph 2 above shall run from the date the product(s) is received by the purchaser.
- (4) ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT, AND ANY OTHER IMPLIED WARRANTY, ON ANY PRODUCT SUPPLIED BY HOG SLAT, WHETHER OR NOT THE PARTICULAR COMPONENT IS MANUFACTURED THEREBY, ARE HEREBY EXCLUDED AND DISCLAIMED.
- (5) The agreement between Hog Slat and purchaser shall be governed by the laws of the State of North Carolina. If any provision or portion thereof contained herein is found to be unenforceable under the law, the remaining provisions and portions shall not be denied their full force and effect.

Invoice number .....**9221446**

Date .....07/10/2013



# Invoice

Ship to: HOG SLAT, INC.

7160 SOUTH MAIN STREET  
BETHEL, NC 27812

P. O. Box 300  
Newton Grove, N.C. 28366-0300  
910.594.0219 or 800.949.4647  
Fax 910.594.1392

Originating  
Warehouse: **Hog Slat Clinton Store**

906 SE BLVD  
Clinton, NC 28328  
910.592.2426  
Fax-910.592.4468

- DBA -



Sold to: AG FEED USA LLC

510 S 17TH ST SUITE 104  
AMES, IA 50010

Remit to...: Hog Slat, Inc. P O BOX 538279 ATLANTA, GA 30353-8279

Ship via .....: Pick Up	Entered by .....: TBRIT	Customer account ...: 12005
Ship date .....: 07/10/2013	Sales responsible : CT058	Invoice account .....: 12005
Due date .....: 07/20/2013	Method of payment: HOG SLAT CREDIT LIM	Order date .....: 07/03/2013
Terms .....: Net 10 Days		Sales order .....: 993355548
F.O.B. ....: Origin 058		Reference .....
Requisition ....: 4252		

Item number	Text	Unit	Order qty	Quantity	Backorder Qty	Unit price	Disc %	Total price	
HSSEE4000006X	Remote Control 4 Button Freq # 4 Green Light All Boar Carts	EACH	1.00	1.00		\$ 133.80		\$ 133.80	T
HSSEE7000006X	Remote 4 Button Fr 7 Red Light Contact O Max	EACH	1.00	1.00		\$ 132.72		\$ 132.72	T
HSSEE5000006X	Remote Contact-o-max 4 Button #5 Blue Light All Boar Carts	EACH	1.00	1.00		\$ 133.80		\$ 133.80	T
HSSEE0000004X	Battery Charger Interior Mount For All Boar Carts	EACH	1.00	1.00		\$ 219.05		\$ 219.05	T
HSAW0000001A	Caster With Wheel 2" X 6" For Jr Boar Cart	EACH	2.00	2.00		\$ 32.67		\$ 65.34	T
FRT-EX	Customer Freight - Tax Exempt	EACH	1.00	1.00		\$ 17.37		\$ 17.37	T

Order comment \_\_\_\_\_

Payment comment \_\_\_\_\_

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal .....	\$ 702.08	702.08
\$ 702.08	\$ 0.00	Sales tax.....		49.15
		Prepaid:		0.00
		Invoice total:\$		751.23 USD

See Warranty and Acceptance of Order Terms on reverse; for details call 1.800.949.4647 or visit [www.hogslat.com/customerterms](http://www.hogslat.com/customerterms)  
For questions about your Invoice, contact us at [ARDEPT@HOGSLAT.COM](mailto:ARDEPT@HOGSLAT.COM)

## WARRANTY AND ACCEPTANCE OF ORDER TERMS

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- (2) Hog Slat hereby expressly warrants any product manufactured by it for one year against any damage to the product caused by defects in material or workmanship excluding paint finish. The exclusive remedy for breach of this warranty shall be the repair or replacement of the product, the choice of which shall be within the exclusive discretion of Hog Slat, at no charge to purchaser. Written approval must be obtained from Hog Slat prior to any return of goods. Hog Slat shall in no event be liable to purchaser for any consequential damages arising from the failure of the product to satisfy this warranty.
- (3) The warranty provided for in paragraph 2 above shall run from the date the product(s) is received by the purchaser.
- (4) ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY AGAINST INFRINGEMENT, AND ANY OTHER IMPLIED WARRANTY, ON ANY PRODUCT SUPPLIED BY HOG SLAT, WHETHER OR NOT THE PARTICULAR COMPONENT IS MANUFACTURED THEREBY, ARE HEREBY EXCLUDED AND DISCLAIMED.
- (5) The agreement between Hog Slat and purchaser shall be governed by the laws of the State of North Carolina. If any provision or portion thereof contained herein is found to be unenforceable under the law, the remaining provisions and portions shall not be denied their full force and effect.

Invoice number ..... **9219395**

Date .....07/09/2013

Page .....: 1 of 1



# Invoice

Ship to: AG FEED NC (COLUMBIA NC)

365 N PHELPS RD  
COLUMBIA, NC 27925

P. O. Box 300  
Newton Grove, N.C. 28366-0300  
910.594.0219 or 800.949.4647  
Fax 910.594.1392

Originating  
Warehouse: Hog Slat, Inc.

7160 SOUTH MAIN  
STREET  
Bethel, NC 27812  
252.818.0882  
Fax-252.818.0884

- DBA -



Sold to: AG FEED USA LLC

510 S 17TH ST SUITE 104  
AMES, IA 50010

Remit to....: Hog Slat, Inc. P O BOX 538279 ATLANTA, GA 30353-8279

Ship via .....: Ground	Entered by .....: KWADE	Customer account ...: 12005
Ship date .....: 07/09/2013	Sales responsible : CT056	Invoice account .....: 12005
Due date .....: 07/19/2013	Method of payment: HOG SLAT CREDIT LIM	Order date .....: 07/09/2013
Terms .....: Net 10 Days		Sales order .....: 993358874
F.O.B. ....: Origin 056		Reference .....: JULIE NORMAN
Requisition ....: 4215		

Item number	Text	Unit	Order qty	Quantity	Backorder Qty	Unit price	Disc %	Total price	
HSACXV005	Electro Box (Variable Speed)	EACH	1.00	1.00		\$ 634.69	10.00	\$ 571.22	T

Order comment \_\_\_\_\_

Payment comment \_\_\_\_\_

Amount Subject to Sales Tax	Amount Exempt from Sales Tax	Subtotal .....	571.22
\$ 571.22	\$ 0.00	Sales tax.....	38.55
		Prepaid:	0.00
		Invoice total:\$	609.77 USD

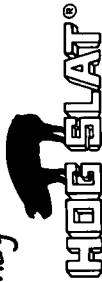
See Warranty and Acceptance of Order Terms on reverse; for details call 1.800.949.4647 or visit [www.hogslat.com/customerterms](http://www.hogslat.com/customerterms)  
For questions about your Invoice, contact us at [ARDEPT@HOGSLAT.COM](mailto:ARDEPT@HOGSLAT.COM)

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- (2) Hog Slat hereby expressly warrants any product manufactured by it for one year against any damage to the product caused by defects in material or workmanship excluding paint finish. The exclusive remedy for breach of this warranty shall be the repair or replacement of the product, the choice of which shall be within the exclusive discretion of Hog Slat, at no charge to purchaser. Written approval must be obtained from Hog Slat prior to any return of goods. Hog Slat shall in no event be liable to purchaser for any consequential damages arising from the failure of the product to satisfy this warranty.
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Lindy Godwin



P. O. Box 300  
Newton Grove, NC 28366



02 1M \$ 00.46<sup>0</sup>  
000 4263607 OCT 29 2013  
MAILED FROM ZIP CODE 28366



BMC Group Inc.  
Attn: AgFeed USA, LLC Claims Process ~~RECEIVED~~  
P O Box 3020  
Chanassen, MN 55317-3020  
NOV 01 2013  
BMC GROUP

5531733020

