B10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: AgFeed USA, LLC	Case Number: 13-11761-BLS	
NOTE: *Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.*		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Farm Credit Services of America, PCA and Farm Credit Services of America, FLCA		COURT USE ONLY
Name and address where notices should be sent: Jeffrey T. Wegner, 1650 Farnam Street, Omaha, NE 68102 Telephone number: (402) 231-8814 email: jeffrey.wegner@kutakrock.com		☐ 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 copy of statement giving particulars.

RECEIVED
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BMC GROUP

1. Amount of Claim as of Date Case Filed: $ 67,209,833.71

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.

☑ 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.

2. Basis for Claim: See Order dated 8/01/13 at D.E. 104 incorporated herein
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

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

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: $ 67,209,833.71

Basis for perfection: See Order at D.E. 104

Amount of Secured Claim: $ 67,209,833.71

Amount Unsecured: $ 0.00

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).

☐ 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)(__).

Amount entitled to priority: $____

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of a*

AgFeed POC
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6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instructio

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, 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:

8. Signature: (See instruction #8)

Check the appropriate box.

☐ I am the creditor. ☑ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, 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 the best of my knowledge, information, and reasonable belief.

Print Name: Jessica L. Roe
Title: Counsel to Claimants
Company: Kutak Rock LLP
Address and telephone number (if different from notice address above):

(Signature) 11/12/2013 (Date)

Telephone number: (612) 334-5000 email: jessica.roe@kutakrock.com

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

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

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest 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.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, 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.

ATTACHMENT TO PROOF OF CLAIM OF FARM CREDIT SERVICES OF AMERICA, PCA AND FARM CREDIT SERVICES OF AMERICA, FLCA (the "Lenders")

The claim set forth herein is an allowed claim not subject to objection or avoidance by virtue of the August, 1, 2013 Final Order Pursuant to Sections 105(a), 362 and 363 of the Bankruptcy Code Authorizing Use of Cash Collateral and Granting Related Relief (D.E. 104)(the "Cash Collateral Order"). A true and correct copy of the Order is attached hereto and is incorporated herein. As a result of the Cash Collateral Order, copies of the documents upon which the Lenders' claim is based and upon which the Cash Collateral Order was grounded are not attached. Copies of such documents may be provided upon request of a party in interest.

Lenders' claim includes the following interest charge that had accrued and was due and owing as of July 15, 2013:

Real Estate Loan:	$28,077.57
Operating Loan 104:	$95,833.31
Operating Revolving Loan:	$123,105.51

The property securing Lenders' claim exceeded the value of Lenders' claim as evidenced by the August 29, 2013 Order (I) Authorizing and Approving the Sale of Certain of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances and Other Interests Pursuant to Asset Purchase Agreement With High Plains Pork, LLC, Cohoma Pork, LLC, and Murphy-Brown LLC; (II) Authorizing the Debtors to Enter Into and Perform Their Obligations Under the Asset Purchase Agreement; (III) Authorizing and Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection With the Sale; and (IV) Granting Certain Related Relief (D.E. 257). Accordingly, pursuant to 11 U.S.C. §506(b) and the Cash Collateral Order, interest, fees and costs have accrued from and after July 15, 2013 and Lenders' are entitled to be paid such amounts.

Each of the Debtors listed below is jointly and severally liable to the Lenders on the claim set forth herein. Accordingly, Lenders have filed a proof of claim in each of the following cases identical to the claim filed herein.

Debtor Name	**Case Number**
1. AgFeed USA, LLC	13-11761
2. TS Finishing, LLC	13-11763
3. New York Finishing, LLC	13-11764
4. Pork Technologies, L.C.	13-11765
5. New Colony Farms, LLC	13-11766
6. Heritage Farms, LLC	13-11767
7. Heritage Land, LLC	13-11768

8. Genetics Operating, LLC	13-11769
9. M2P2 Facilities, LLC	13-11770
10. MGM, LLC	13-11771
11. M2P2 General Operations, LLC	13-11772
12. New Colony Land Company, LLC	13-11773
13. Midwest Finishing, LLC	13-11775

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
AgFeed USA, LLC, et al.,[1]	Case No. 13-11761 (BLS)
Debtors.	Jointly Administered
	Ref. Docket Nos.: 12 & 34

FINAL ORDER PURSUANT TO SECTIONS 105(a), 362, AND 363 OF THE BANKRUPTCY CODE AUTHORIZING USE OF CASH COLLATERAL AND GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion Pursuant to Sections 105(a), 361, 362, 363, 507 and 552 of title 11 of the United States Code* (the "Bankruptcy Code") *and rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy Procedure and Rules 2002-1(b), 4001-2, 9006-1 and 9013-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware* ("Local Rules") *for Entry of Interim and Final Orders (a) Authorizing Use of Cash Collateral, (b) Granting Adequate Protection; (c) Granting Stay Relief, (c) Scheduling a Final Hearing; and (e) granting other relief* (the "Motion"), of AgFeed USA, LLC ("AgFeed USA") and its above-captioned affiliated debtors and debtors in possession (each a "Debtor" and collectively, the "Debtors") seeking, *inter alia*: (i) authorization to use Cash Collateral (as defined below) of the Lenders (as defined below) and the granting of adequate protection, including Replacement Liens and the Superpriority Claim (as defined below), to and for the benefit of the Lenders for (a) the use of Cash Collateral and (b) diminution

[1] The Debtors and the last four digits of their federal tax identification number are: AgFeed USA, LLC (8748), AgFeed Industries, Inc. (7168); TS Finishing, LLC (8748); New York Finishing, LLC (8748); Pork Technologies, LC (2076); New Colony Farms, LLC (9246); Heritage Farms, LLC (8141); Heritage Land, LLC (8129); Genetics Operating, LLC (1921); M2P2 Facilities, LLC (8748); MGM, LLC (8748); M2P2 General Operations, LLC (8748); New Colony Land Company, LLC(5834); M2P2 AF JV, LLC (8748); Midwest Finishing, LLC (8748) and Genetics Land, LLC (1921). The location of the corporate headquarters for AgFeed Industries, Inc. is 100 Bluegrass Commons Blvd., Suite 310, Hendersonville, Tennessee 37075. The location of the corporate headquarters for the remaining Debtors is 510 South 17th Street, Suite 104, Ames, Iowa 50010.

in value of Cash Collateral and the Prepetition Collateral (as defined below), in accordance with the terms hereof; and (ii) requesting that an interim hearing (the "Interim Hearing"), pursuant to Rules 2001 and 4001 of the Federal Rules of Bankruptcy Procedure, and Rule 4001-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the "Local Rules") be held before the Court on an emergency basis to consider entry of an interim order (the "Interim Order"), and further requesting that a final hearing (the "Final Hearing") thereafter be held before the Court to consider entry of a final order (the "Final Order") authorizing the use of Cash Collateral pursuant to the notice and other provisions set forth in the Motion.

The Interim Hearing having been held on July 16, 2013, and an Interim Order having been entered by the Court on July 16, 2013.

The Final Hearing having been held on August 1, 2013, and upon all of the pleadings filed with the Court and upon the records of the Interim Hearing and the Final Hearing, notice of the Motion and the Final Hearing having been provided in a sufficient manner; and it appearing that approval of the final relief requested in the Motion, as modified hereby, is fair and reasonable and in the best interests of the Debtors, their creditors, their estates and all parties in interest, is a sound and prudent exercise of the Debtors' business judgment and is essential for the continued operation of the Debtors' business; after due deliberation and consideration, and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:

A. Commencement of Cases. On July 15, 2013 (the "Petition Date"), the Debtors filed petitions for relief (collectively, the "Petitions") under Chapter 11 of the Bankruptcy Code commencing the above-captioned chapter 11 cases (the "Chapter 11 Cases"). The Debtors continue to operate their businesses and manage their assets as debtors in possession pursuant to

sections 1107 and 1108 of the Bankruptcy Code.

B. Creditors' Committee. On July 23, 2013, the Office of the United States Trustee appointed an official unsecured creditors' committee (the "Committee")in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code.

C. Jurisdiction and Venue. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Notice. The Debtors gave notice of the Interim Hearing by facsimile or overnight courier to (i) the Office of the United States Trustee, (ii) the United States Security and Exchange Commission, (iii) the Office of the United States Attorney for the District of Delaware, (iv) the Internal Revenue Service, (v) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis and (vi) counsel to Debtors' prepetition secured lenders. Notice has been given pursuant to Bankruptcy Rule 4001(c) and (d). Under the circumstances such notice of the Motion, the relief requested therein and the Interim Hearing complies with Bankruptcy Rule 4001(b), (c) and (d) and the Local Rules. The Debtors gave notice of the Final Hearing by first class mail to (i) the Office of the United States Trustee, (ii) the United States Security and Exchange Commission, (iii) the Office of the United States Attorney for the District of Delaware, (iv) the Internal Revenue Service, (v) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis and (vi) counsel to Debtors' prepetition secured lenders. Notice has been given pursuant to Bankruptcy Rule 4001(c) and (d). Under the circumstances such

notice of the Motion, the relief requested therein and the Final Hearing complies with Bankruptcy Rule 4001(b), (c) and (d) and the Local Rules.

E. Prepetition Indebtedness to the Lenders and Security Therefor. The Debtors stipulate, subject to paragraph 4 of this Order, as follows: Prior to the Petition Date, AgFeed USA and certain of its Debtor affiliates, as borrowers (the "Borrowers"), and Farm Credit Services of America, PCA and Farm Credit Services of America, FLCA, as the lenders (the "Lenders" or "Farm Credit"), were parties to that certain Credit Agreement, dated June 7, 2006, as amended, supplemented or otherwise modified from time to time (the "Farm Credit Loan Agreement"), pursuant to which Farm Credit made available to the Borrowers certain credit facilities (collectively, the "Farm Credit Facility"). The Debtors acknowledge that (a) in connection with the Farm Credit Loan Agreement and ancillary agreements evidencing, guaranteeing, securing, and modifying the Farm Credit Facility including, without limitation, the Forbearance Agreement amongst the Debtors and Lenders dated as of April 18, 2013 (collectively, the "Farm Credit Loan Documents"), the Debtors granted Lenders liens, mortgages, deeds of trust and security interests (the "Prepetition Liens") on all the Debtors' assets and property (and all proceeds, products, offspring, accessions, rents and profits thereof) existing as of the commencement of these cases (all assets of the Debtors existing as of the commencement of these cases, shall hereinafter be referred to as the "Prepetition Collateral"); (b) The Prepetition Liens (i) are legal, valid, binding, enforceable, non-avoidable and perfected liens, (ii) were granted to, or for the benefit of, Lenders for fair consideration and reasonably equivalent value and (iii) are not subject to avoidance, recharacterization, disallowance, reduction, impairment, challenge or subordination pursuant to the Bankruptcy Code or applicable non-bankruptcy law; and (iv) are first and paramount in priority to all other liens and security

interests on the Prepetition Collateral (other than permitted liens that are senior to the Prepetition Liens by operation of law). All of the Debtors' cash, negotiable instruments, documents of title, securities, deposit accounts or other cash equivalents and all cash proceeds of the Prepetition Collateral received after the commencement of these cases, is encumbered by the Pre-Petition Liens and constitutes the cash collateral of Lenders and shall be referred to hereinafter as the "Cash Collateral". The Debtors acknowledge that as of the Petition Date the Borrowers were indebted to the Lenders in an amount of not less than $60.1 million on account of the Farm Credit Revolving Loan and $8.4 million on account of the Farm Credit Term Loan (together with accrued, unpaid interest, fees (including any attorneys', accountants', appraisers', and financial advisors') fees and costs provided for in the Farm Credit Loan Documents and applicable law, the "Prepetition Indebtedness") pursuant to the Farm Credit Loan Agreement.[2] The Prepetition Indebtedness is due and payable. The Debtors' acknowledge that (a) the Prepetition Indebtedness constitutes legal, valid and binding obligations of the applicable Debtors, enforceable in accordance with the terms of the applicable Farm Credit Loan Documents (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code); and (b) no setoffs, recoupments, offsets, defenses, challenges, objections to allowance or otherwise or counterclaims to any of the Pre-Petition Indebtedness exist and no portion of the Pre-Petition Indebtedness or any payments made to Lenders are subject to avoidance, recharacterization, disallowance, challenge, reduction, recovery, subordination, attack, offset, counterclaim, defense or "claim" (as defined in the Bankruptcy Code) of any kind pursuant to the Bankruptcy Code or applicable non-bankruptcy law.

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[2] This amount may not include all principal, interest, fees and expenses owed to the Lender.

Subject to paragraph 4 of this Order, as to the rights of the Committee or any party in interest that achieves standing, the Debtors waive any challenge right against the Lenders with respect to the Farm Credit Loan Documents, the Prepetition Indebtedness, and the Prepetition Liens.

F. Necessity of Financing and Use of Cash Collateral. The ability of the Debtors to finance their operations requires immediate access to the Cash Collateral, the absence of which would immediately and irreparably harm the Debtors, the Estates, and their creditors. The ability to use the Cash Collateral will allow the Debtors to continue the operation of their businesses and administer and preserve the value of the Estates for the benefit of the Estates and creditors. All of the Debtors' cash, on hand and cash flow from operations consists of proceeds of prepetition accounts or inventory that is subject to the Prepetition Liens. If the Debtors are not able to use Cash Collateral as provided herein they will be unable to fund payroll and other operating expenses that are necessary to maintain the value of the Debtors' estates and to enable Debtors to maximize recoveries for all parties in interest. The Lenders have agreed to allow the Debtors to use their Cash Collateral subject to the terms and conditions hereof after arms-length negotiations over the terms of the usage of Cash Collateral and adequate protection, including the protection afforded an entity acting in "good faith" under Section 363(m) of the Bankruptcy Code.

G. Property of the Estate. Each item of Cash Collateral constitutes property of the estate of at least one of the Debtors.

H. Cause. The entry of this order will minimize disruption of the Debtors' businesses and will preserve and maintain the assets of each Debtor's estate, will avoid

immediate and irreparable harm to, and is in the best interest of, the Debtors, their creditors and their estates.

I. Adequate Protection. The Lenders are entitled to receive adequate protection for any diminution in the value of their interest in the Prepetition Collateral from the Petition Date resulting from (a) the use, sale, lease, or depreciation or other diminution in value of the Prepetition Collateral, or (b) as a result of the imposition of the automatic stay under section 362(a) of the Bankruptcy Code.

THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED in accordance with the provisions of this Final Order. Any objections to the Motion with respect to entry of this Final Order that have not been withdrawn, waived, or settled are hereby denied and overruled.

AUTHORIZING USE OF CASH COLLATERAL

2. The Debtors are authorized to use Cash Collateral until the Termination Date (as defined below) solely to fund the itemized expenditures (subject to permitted variances) contained in the budget attached hereto as Exhibit A (the "Budget"). For each rolling four week period set forth in the Budget (on a cumulative basis), the Debtors' actual cash disbursements for such period shall not exceed the total cumulative amount for such periods as set forth in the Budget by more than 4% (expenditures of the Debtors under any line item of the Budget for any period may exceed the expenditure amount budgeted for such line item so long as aggregate total expenditures during the term of this order do not exceed the total cumulative amount budgeted for such periods by more than 4%). Through the Termination Date, the Lenders and Debtors may, in their sole discretion in consultation with the Committee, agree to increase cash disbursements and operating expenditures in the Budget, and upon written agreement by the

Lenders to so modify the Budget, Debtors will be authorized to use Cash Collateral in such amount without the need for any further order of the Court. It is understood that the Lenders may assume that the Debtors will comply with this requirement and Lenders shall have no duty to monitor such compliance.

On the first Wednesday of each week beginning on the date hereof, through the Termination Date, the Debtors shall provide the Lenders and the Committee with a written accounting for (i) all Cash Collateral in their possession, custody or control, including the sources thereof and (ii) any Cash Collateral expended and the purposes for which it was expended pursuant to this Order through Friday of the prior week; (iii) the actual results for the subject week as compared to the budgeted amounts for that week . Debtors shall track and identify the proceeds of any Cash Collateral that are created after the Petition Date that is derived from proceeds of Cash Collateral and, therefore, subject to the Replacement Lien. The Debtors shall not (i) compromise, adjust or modify the amount of any of Debtors' accounts receivable (by way of discount, offset or otherwise) other than in the ordinary course of business or (ii) sell, transfer or convey any item of Cash Collateral outside the ordinary course of business according to ordinary business terms without Lenders' written permission or Court approval issued after notice to the Lenders and the Committee and an opportunity for a hearing.

3. The Debtors' authority to use Cash Collateral without further order of the Court issued after notice and hearing or the written consent of Lenders shall automatically expire upon the earlier of (i) August 31, 2013 at 11:59 p.m. (Eastern time), or (ii) regardless of whether the Debtors have expended the entire amount set forth in the Budget, the failure by the Debtors to comply with any provision of this Final Order or the occurrence of any of the events set forth in clauses (a) through (n) below (unless waived by the Lenders) (each such failure, breach, act or

omission being an "Event of Default") (the earlier of such dates, the "Termination Date").

(a) Failure of the Debtors to make any payment under this Final Order to the Lenders or the Lenders' professionals within three (3) Business Days after such payment is due (subject to compliance with paragraph 8 hereof with respect to the Lenders' professional fees and expenses only);

(b) Other than with respect to clauses (a), (c), (d), (e), (f), (k), (m) or (n) of this paragraph 3, failure of the Applicable Debtors to: (i) comply with any material provision of this Final Order; or (ii) comply with any other covenant or agreement specified in this Final Order (other than those described in clause (i) above) in any material respect and such failure to comply with any such other covenant or agreement shall continue unremedied for three (3) Business Days following notice by the Lenders of such failure;

(c) An order shall be entered reversing, amending, supplementing, staying, vacating or otherwise modifying this Final Order without the Lenders' written consent;

(d) The failure of the Debtors to comply with any of the Sale Milestones (as defined below), including the failure of the Court to conduct the Sale Hearing (as defined in the Sale Milestones) on or before August 31, 2013, without Lenders' consent;

(e) Any change to the APA or the Modified APA (each as defined in that certain to be filed Debtors' Motion for Entry of (A) An Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Sellers' Assets, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures, Certain Assumption and Assignment Procedures, the Break-Up Fee, and the Expense Reimbursement, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief; and (B) An Order (I) Approving a Certain Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Sellers' Assets Free and Clear of All

Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief [D.I 43], which has been reviewed and approved by the Lenders) at any time after the execution thereof that Lenders reasonably believes will result in insufficient funds to satisfy Lender's Prepetition Indebtedness (and any amounts due under this Order) claims against the Debtors in full;

(f) The Debtors shall modify the Bidding Procedures Order (as defined in the Sale Milestones), including, without limitation, any modification to any rule, requirement or date stated therein, without Lenders' consent;

(g) The Debtors shall create, incur or suffer to exist any post-petition liens or security interests other than: (i) those granted pursuant to this Final Order; (ii) carriers', mechanics', warehousemen's, repairmen's or other similar liens arising in the ordinary course of business; (iii) pledges or deposits in connection with workers' compensation, unemployment insurance, utilities and other social security legislation; (iv) deposits to secure the payment of any post-petition statutory obligations, performance bonds and other obligations of a like nature incurred in the ordinary course of business; and (v) any other Permitted Liens that the Debtors are permitted to incur under the Farm Credit Loan Documents;

(h) The Debtors shall compromise, adjust or modify the amount of any of Debtors' accounts receivable (by way of discount, offset or otherwise) other than in the ordinary course of business);

(i) The Debtors shall sell, transfer or convey any item of Cash Collateral outside the ordinary course of business according to ordinary business terms without Lenders' written permission;

(j) The Debtors shall create, incur or suffer any other claim which is *pari passu* with

or senior to the 507(b) Claim of the Lenders;

(k) A filing by the Debtors of any motion, pleading, application or adversary proceeding challenging the validity, enforceability, perfection or priority of the Prepetition Indebtedness, Prepetition Liens, the Adequate Protection Obligations, or the Replacement Liens (or if the Debtors support any such motion, pleading, application or adversary proceeding commenced by any third party);

(l) the filing of a plan of reorganization or liquidation without the prior written consent of Lenders unless the plan provides for the payment of Lenders' claims in full in cash no later than the effective date of such plan; or

(m) the conversion or dismissal of any of the Debtors' bankruptcy cases.

Upon the Termination Date, the Debtors' authority to use or spend any further Cash Collateral shall automatically terminate unless and until the Debtors obtain the written consent of Lenders or a further order of this Court issued after notice and an opportunity for a hearing, provided, however, that notwithstanding the occurrence of the Termination Date, the Debtors shall be authorized to use Cash Collateral to pay those budgeted amounts that have been incurred prior to the Termination Date.

4. The stipulations and acknowledgements of the Debtors contained in paragraph E hereof shall be without prejudice to the right of the Committee or any party in interest to seek to disallow, subordinate or recharacterize the Lenders' claims, avoid any lien, security or collateral interest of the Lenders in the Prepetition Collateral or Cash Collateral and to seek the disgorgement of all or any part of any payment made by the Debtors to the Lenders prior to the Petition Date. The Committee or any other party in interest shall have until September 21, 2013 within which to file an objection or commence an adversary proceeding (as may be appropriate) with respect to the Lenders' prepetition claims or security interest arising under the Farm Credit

Loan Agreement, payments made to the Lenders on account of Prepetition Indebtedness, or any other claims or causes of action as to the Lenders (the "Lien Challenge Period"). In the event that no objection or complaint, as applicable, is timely filed, (i) the stipulations and acknowledgements of the Debtors set forth in Paragraph E and F hereof shall become final and binding on all parties (including the Committee, the Estate, and all creditors, and any subsequently appointed trustee) and (ii) the Lenders' Prepetition Claims and the Lenders Prepetition Liens in the Prepetition Collateral shall be allowed, valid, perfected, nonavoidable, and in full force and effect, not subject to any claims, disallowance, avoidance, reduction, impairment, challenge, counterclaims, setoffs, or defenses.

Notwithstanding anything in the foregoing paragraphs or elsewhere in this Final Order, any party, including the Committee or other party in interest, that seeks to take any of the actions enumerated in this paragraph 4 (each, a "Lien Challenge") must comply with all requirements of the Bankruptcy Code, including, without limitation, seeking and obtaining approval of the Court with respect to proper standing; provided, however, in the event that the Committee files a motion with the Court seeking standing to bring a Lien Challenge, along with a copy of the proposed complaint setting forth its Lien Challenge (the "Standing Action"), prior to the expiration of the Lien Challenge Period and the Committee, at all times from such filing, diligently and in good faith pursues the entry of a final order regarding such Standing Action by demonstrating the showing that is required for derivative standing in the Third Circuit, then the Lien Challenge Period with respect to the Committee only (and no other entity) will be tolled (and only with respect to the specific causes of action asserted in the draft complaint) until the Court enters an order granting or denying the Standing Action.

5. The Cash Collateral may not be used for the payment of any fees for services rendered by professionals retained by the Debtors or the Committee in connection with any challenges: (i) in connection with or to finance any action, arbitration, investigation, contest, application, proceeding or other litigation of any type against the Lenders to seek relief that would impair the rights and remedies of the Lenders under the Farm Credit Loan Agreement, the Farm Credit Documents, the Interim Order or this Final Order or the claims of the Lenders in any way, including, without limitation, in respect of the Prepetition Indebtedness and the Prepetition Liens, under applicable bankruptcy or non-bankruptcy law or in equity, or (ii) to object to or challenge any claims, liens or interests of the Lenders, including, without limitation, the Prepetition Indebtedness or the Prepetition Liens, whether by avoidance, disallowance, disgorgement or subordination. Notwithstanding the foregoing, Cash Collateral in an amount not to exceed $ 25,000 may be used for the payment of any fees for services rendered by professionals retained by the Committee in connection with the Committee's investigation of the Lenders' claims. Such use is limited solely to the Committee's investigation and is otherwise limited as set forth herein.

ADEQUATE PROTECTION

6. As adequate protection for any diminution in the value of Lenders' Prepetition Collateral from the Petition Date through the Debtors' use or possession of the Prepetition Collateral or the operation of the automatic stay, Lenders are hereby granted, pursuant to Sections 361(1) and 363(e) of the Bankruptcy Code, additional and replacement security interests and liens (the "Replacement Lien"). For the avoidance of doubt, the Replacement Lien shall attach to the assets or property of AgFeed Industries, Inc. ("Industries") in an amount equal to the aggregate of (i) all amounts received by Industries pursuant to the "AF Parent Overhead" line item in the Budget, (ii) the Carve Out (as defined below), with respect to any amounts

attributable to or for the benefit of Industries, and (iii) all prepetition and postpetition retainers paid to any attorneys, accountants, and other professionals retained by or for the benefit of Industries in the Chapter 11 Cases (collectively, the "Industries Lien Limit"). The Replacement Lien will secure an amount of Lenders' Prepetition Indebtedness equal to the aggregate diminution in the value of Prepetition Collateral resulting from the Debtors' use or possession of the Cash Collateral and Prepetition Collateral (whether as a result of physical deterioration, loss, consumption, use, shrinkage, decline in market value or otherwise). The Replacement Lien shall be subject only to nonavoidable, valid, enforceable and perfected liens and security interests in the assets of Debtors (subject to the Industries Lien Limit, with respect to Industries only), as prepetition debtors, that existed on the Petition Date and that are not subject to avoidance pursuant to the Bankruptcy Code, in favor of third parties, that are superior in priority, after giving effect to any existing subordination or intercreditor arrangements, to the Prepetition Liens. The Replacement Lien shall attach to all property and assets of the Debtors, of any kind or nature whatsoever, whether now owned or hereafter acquired by any Debtor (subject to the Industries Lien Limit, with respect to Industries only), and all proceeds, rents or profits thereof that were either subject to the Prepetition Liens or acquired as a result of the Debtors' use and/or expenditure of Cash Collateral. The Replacement Lien shall not attach to causes of action arising under Chapter 5 of the Bankruptcy Code, other than recoveries under Section 549 of the Bankruptcy Code, or the proceeds thereof (collectively, the "Avoidance Actions"). Notwithstanding the foregoing , to the extent an Avoidance Action against Lenders is successfully obtained by final judgment, Lenders may nonetheless assert their Replacement Lien against such avoided assets. The Lenders' Replacement Lien hereunder shall at all times be senior to the rights of the Debtors and any successor trustee or estate representative in these cases or any subsequent cases or proceedings under the Bankruptcy Code. Any security interest or lien

upon the Prepetition Collateral or Cash Collateral that is avoided or otherwise preserved for the benefit of any Debtor's estate under Section 551 or any other provision of the Bankruptcy Code shall be subordinate to the Replacement Lien in such asset.

7. The Replacement Lien granted to the Lenders by this Final Order shall be perfected by operation of law upon execution and entry of this Final Order by the Court. The Lenders shall not be required to take any action, including, without limitation, the filing of financing statements, mortgages, deeds of trust or other documents, in order to validate or perfect such Replacement Lien. If the Lenders, in their sole discretion, nonetheless choose to file financing statements, mortgages, deeds of trust or other documents or otherwise confirm perfection of such security interests and liens, the Lenders are authorized to effect such filings and recordations, and all such financing statements, deeds of trust or similar documents shall be deemed to have been filed or recorded as of the Petition Date.

8. As further adequate protection, the Debtors are authorized and directed to make the payments (the "Adequate Protection Payments") to the Lenders as follows: (a) within two (2) business days of entry of the Interim Order, all accrued and unpaid pre-petition interest and fees as of the date thereof, and other amounts (excluding principal) due and payable under the Farm Credit Loan Agreement, in the case of pre-petition interest, calculated based on the applicable default rate as defined and set forth in the Farm Credit Loan Agreement; (b) on the last business day of each calendar month after entry of this Final Order, all accrued and unpaid post-petition interest and fees as of the date thereof, and other amounts (excluding principal) due and payable under Farm Credit Loan Agreement, in the case of post-petition interest, calculated based on the applicable default rate as defined and set forth in the Farm Credit Loan Agreement; and (c) ongoing payment of the reasonable fees, costs and expenses of the Lenders, including, without limitation, the reasonable fees and expenses of legal and other professionals retained by

the Lenders whether accruing before or after the Petition Date. None of the fees, costs, expenses or other amounts payable pursuant to this paragraph 8 shall be subject to separate approval by this Court (but this Court shall resolve any dispute as to the reasonableness of any such fees, costs and expenses), and no recipient of any such payment shall be required to file any interim or final fee application with respect thereto or comply with the U.S. Trustee fee guidelines for the payment of fees and expenses; provided, however, that copies of invoices for such fees, costs and expenses shall be submitted to counsel for the Debtors and the Debtors shall submit such invoices to counsel for the U.S. Trustee and counsel for the Committee , and such parties shall have ten (10) calendar days following their receipt of such invoices to object to the reasonableness of the fees and expenses included in any such invoice. All invoices provided pursuant to this paragraph 8 shall be redacted as necessary to preserve attorney-client privileged information and may include a billing summary where appropriate to protect such privilege. Any such objection must describe with particularity the items or categories of fees and expenses that are the subject of the objection and provide the specific basis for the objection to each such item or category. If any such objection is not resolved consensually within seven (7) days after such objection is made, then a hearing with respect thereto shall be conducted at the next regularly-scheduled omnibus hearing in these Chapter 11 Cases or such other date and time as mutually agreed upon, provided that, the Debtors shall pay any undisputed portion of such fees, costs and expenses within ten (10) business days of the initial presentment of such invoice. The Committee shall have the right to contest or object, within the Lien Challenge Period, under Section 506(b) of the Bankruptcy Code, to the payment of interest, fees, costs or expenses to Lender on the basis that the then outstanding Obligations exceed the prepetition value of the Collateral.

9. In addition to the Replacement Lien and the Adequate Protection Payments, each

as described above, the Lenders shall have a priority claim to the fullest extent permitted under Section 507(b) of the Bankruptcy Code (the "Superpriority Claim"), and such claim shall have priority over, and be senior to, all other administrative claims subject only to the Carve Out. The Superpriority Claim shall not attach to or be payable from the assets or property of Industries in excess of the Industries Lien Limit, nor shall it attach to proceeds of Avoidance Actions.

10. The Debtors shall comply with the sale milestones (the "Sale Milestones") as set forth in Exhibit B, attached hereto; provided, that the Lenders have not consented to any amendment or modification in accordance with the Sale Milestones. In addition, the Debtors shall provide the Lenders with drafts of any motions in connection with the sale process as described in the Sale Milestones prior to filing and with sufficient time to provide comments, if any. Any motions and orders entered by this Court with respect to the sale related motions shall be in a form acceptable to the Lenders. The proceeds of the sale, up to an amount sufficient to pay the Lenders' claims, shall be immediately distributed to the Lenders upon the closing of the sale.

CARVE OUT

11. Notwithstanding the foregoing provisions of this Final Order, the following amounts shall be payable from the Prepetition Collateral and Cash Collateral and, with respect to the U.S. Trustee Fees and professional fees and expenses authorized to be paid after the Termination Date, prior to the liens and superpriority claims granted to the Lenders herein (the "Carve Out"): (a) amounts payable pursuant to 28 U.S.C. § 1930(a)(6) and any fees payable to the clerk of the Court (collectively, the "U.S. Trustee Fees"); (b) allowed fees and expenses of attorneys, accountants, and other professionals retained in the Chapter 11 Cases pursuant to sections 327 and 1103 of the Bankruptcy Code for services rendered on or prior to the Termination Date, after application of any prepetition retainers paid to such attorneys,

accountants, and other professionals, but in all cases, only to the extent that such fees and expenses are provided for, and up to the aggregate amount of $200,000 for professionals retained by the Committee (with such amounts to roll forward and backward and to be funded by the Debtors through a weekly Carve Out reserve), as set forth in the Budget, and except to the extent such fees and expenses are incurred for services rendered in connection with the prosecution of or to finance or support in any way actions, objections, claims, or causes of action against the Lenders, Lenders' Pre-Petition Indebtedness or the Pre-Petition Collateral or in improperly or unreasonably delaying, whether directly or indirectly, the Lenders' assertion or enforcement of its liens or realization upon Cash Collateral (the "Priority Professional Expenses") plus, for services rendered after the occurrence of the Termination Date $50,000 with respect to the professionals retained by the Debtors in these Chapter 11 Cases and $20,000 with respect to the professionals retained by any Committee in these Chapter 11 cases (the "Carve Out Amount"). After the Lenders have provided notice to the Debtors pursuant to the terms of this Final Order of the occurrence of an Event of Default by the Debtors in any of their obligations under this Final Order, any payments actually made to such professionals after the occurrence of such Event of Default under sections 330 and 331 of the Bankruptcy Code or otherwise, to the extent allowed by final order of the Court, shall reduce the Carve Out Amount on a dollar for dollar basis. Nothing contained herein shall be construed to prohibit the Debtors from paying Priority Professional Expenses incurred prior to the occurrence of an Event of a Default even if such fees and expenses are not applied for or approved by the Court until after an Event of Default has occurred, so long as such amounts do not exceed the amount provided for under the Budget. Nothing contained herein shall be construed as consent to the allowance of any fees and expenses referred to above and shall not affect any right of the Lenders to object to the reasonableness of such amounts.

12. So long as no Event of Default shall have occurred, the Debtors shall be permitted to pay the Priority Professional Expenses of the kind specified in section 503(b) of the Bankruptcy Code allowed under sections 330 and 331 of the Bankruptcy Code, as the same may be due and payable, within the parameters of this Final Order and the available Cash Collateral, without reduction of the Carve Out Amount. The Debtors shall not be permitted under any circumstance to pay, from the Carve Out Amount or otherwise, any fees or expenses incurred by any party, including the Debtors or the Committee, in connection with the filing and prosecution or defense of any claims, causes of action, adversary proceedings, or other litigation against the Lenders, including, without limitation, challenging the amount, validity, priority or enforceability of, or asserting any defense, counterclaim, or offset to, the Prepetition Indebtedness, the Prepetition Liens, the Adequate Protection Obligations, the Replacement Liens or such other rights and interests granted to the Lenders in respect thereof and under this Final Order.

13. Notwithstanding anything to the contrary in the foregoing paragraphs, upon payment in full, in cash, of an amount sufficient to satisfy all Obligations and any other amounts then outstanding under the Farm Credit Loan Documents and all other amounts owing under the Interim Order and this Final Order to the Prepetition Lenders by Federal Reserve wire transfer (i) the Prepetition Lenders' consent in connection with the Carve Out with respect to fees and expenses accrued from and after such date shall terminate and the Prepetition Lenders shall have no obligations with respect thereto; and (ii) with respect to fees and expenses both (x) accrued and unpaid prior to the date thereof and (y) within the Budget , the Prepetition Lenders' consent in connection with the Carve Out shall continue.

REMEDIES

14. Notwithstanding the provisions of section 362 of the Bankruptcy Code and

without any further order of, or application or motion to, the Court, in the event of the occurrence of an Event of Default, and at all times thereafter, and without any restriction or restraint by any stay under section 362 of the Bankruptcy Code against the enforcement of the liens and security interests or any other rights granted to the Lenders pursuant to the Interim Order or this Final Order, the Lenders may, by written notice to the Debtors as provided in this Final Order to (a) terminate forthwith Lenders' agreement to allow the Debtors to use all or any portion of the Cash Collateral, (b) declare the Prepetition Indebtedness to be immediately due and payable, and (c) take any and all actions and exercise any and all rights and remedies allowed under the Prepetition Credit Agreements, which the Lenders may deem appropriate. Notwithstanding the foregoing, but without limiting any of the Lenders' rights or remedies, the Lenders shall not consummate foreclosure on Cash Collateral or otherwise seize control of any Prepetition Collateral or assets subject to the Replacement Lien absent three (3) business days' prior written notice of an Event of Default to the (i) Debtors, (ii) counsel to the Debtors, (iii) counsel to the Committee, and (iv) the United States Trustee. For the avoidance of doubt, the Debtors' use of any Cash Collateral shall terminate immediately upon Lenders' written notice to the Debtors that an Event of Default has occurred, even if such date is prior to the aforementioned expedited hearing.

15. The automatic stay imposed under section 362(a) of the Bankruptcy Code is hereby lifted to grant the Replacement Liens and security interests in Cash Collateral to the Lenders contemplated by this Final Order and is further lifted to the extent of the exercise by the Lenders of any rights or remedies under this Final Order, subject only to the notice requirement set forth in the foregoing paragraph.

MISCELLANEOUS PROVISIONS

16. The Debtors and the Lenders, in consultation with the Committee, may amend or

waive any provisions of this Final Order, provided that such amendment or waiver, in the judgment of the Debtors and the Lenders is nonprejudicial to the rights of third parties and is not material. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof shall be effective unless set forth in writing, signed by the Debtors and the Lenders and approved by the Court.

17. No costs or expenses of administration or other charge, lien, assessment or claim incurred between the Petition Date and the Termination Date of any person or entity shall be imposed against the Lenders, its claims or its collateral under section 506(c) of the Bankruptcy Code or otherwise, unless, prior to incurring such costs or expenses: (i) the party proposing to incur such costs or expense shall obtain the written consent of the Lenders allowing such charge to be imposed, or (ii) this Court enters an order allowing such charge to be imposed under section 506(c) of the Bankruptcy Code. Nothing in this Order shall constitute consent by the Lenders under the preceding sentence. The Lenders: (i) shall not be subject to the equitable doctrine of marshaling or any similar doctrine with respect to the Prepetition Collateral; and (ii) the Lenders shall be entitled to all of the rights and benefits of Section 552(b) of the Bankruptcy Code and the equities exception to Bankruptcy Code Section 552(b) is waived by the Debtors.

18. This Final Order shall not be construed in any way as a waiver or relinquishment of any rights that the Lenders may have to bring or be heard on any matter brought before this Court. Without limitation, nothing herein shall be deemed a finding by the Court or an acknowledgement by the Lenders that the adequate protection granted herein does in fact adequately protect Lenders against any diminution in value of their respective interests in the Prepetition Collateral (including the Cash Collateral). Further, nothing herein shall preclude the Lender from seeking additional adequate protection of their interests in the Prepetition Collateral or to seek to terminate the Debtors' usage of Cash Collateral or to oppose any Debtor request to

use Cash Collateral.

19. The terms of this Final Order and any actions pursuant thereto, including but not limited to liens granted thereunder and the adequate protection granted hereby, shall survive the entry of any order: (i) confirming a plan of reorganization in the Chapter 11 Cases; (ii) dismissing the Chapter 11 Cases; (iii) converting these Chapter 11 Cases to any other Chapter under the Bankruptcy Code; (iv) withdrawing the reference of these Chapter 11 Cases from this Court; and (v) abstention from handling or retaining jurisdiction over these Chapter 11 Cases in this Court.

20. The Debtors are authorized to do and perform all acts, to make, execute and deliver all instruments and documents (including, without limitation, the execution of additional security agreements, mortgages and financing statements) and to pay costs and expenses which may be required or necessary for the Debtors' performance hereunder.

21. The Debtors shall, on or before August 8, 2013, serve by U.S. mail copies of the notice of entry of this Final Order, together with a copy of this Final Order to: (i) parties having been given notice of the Final Hearing; (ii) any other party that has filed a request for special notice with this Court and served such request upon the Debtors' counsel Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 N. King Street, Wilmington, Delaware 19801, attn. Robert S. Brady, Esq. and Donald J. Bowman, Jr., Esq.; (iii) counsel to the Lenders, Kutak Rock, LLP, The Omaha Building, 1650 Farnam Street, Omaha, Nebraska 68102, attn. Jeff Wegner, Esq. and Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801, attn. Regina Stango Kelbon (iv) counsel for the Committee Lowenstein Sandler LLP, 65 Livingston Avenue, Roseland, New Jersey 07068, attn. Jeff D. Prol, Esq. and Timothy R. Wheeler, Esq., and Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, attn. Bruce S. Nathan, Esq.; (v) all creditors who have recorded a UCC-1

Financing Statement on the Debtors' personal property or a lien on any of the Debtors' property; and (vi) the United States Trustee.

22. Notwithstanding anything to the contrary required by Bankruptcy Rule 4001(a)(3) or any similar Bankruptcy Rule, this Order will be effective immediately from entry and will not be subject to stays.

Dated: August 1, 2013
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

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