

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: AGFEED USA, LLC AKA M2 P2, LLC.		Case Number: 13-11761	
NOTE: <i>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.</i>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): US Bank NA dba US Bank Equipment Finance		RECEIVED	
Name and address where notices should be sent: US Bank NA dba US Bank Equipment Finance 1310 Madrid Street Marshall, MN 56258		NOV 22 2013	COURT USE ONLY
Telephone number: (866) 834-9828 email: jacquelyn.greenwood@usbank.com		BMC GROUP	<input type="checkbox"/> 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: _____			<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: \$ <u>19,301.07</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.			
<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.			
2. Basis for Claim: <u>Lease Agreement</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: 8 7 5 2	3a. Debtor may have scheduled account as: <u>500-0308752-000</u> (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: \$ <u>2,500.00</u>	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Copiers		Basis for perfection: _____	
Value of Property: \$ <u>2,500.00</u>		Amount of Secured Claim: \$ <u>2,500.00</u>	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ <u>16,801.07</u>	
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 \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> 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 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			



7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

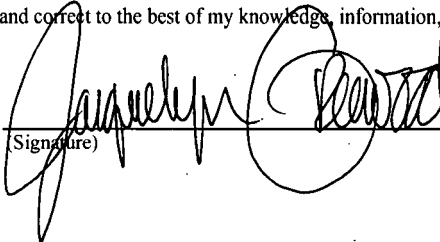
8. Signature: (See instruction #8)

Check the appropriate box.

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

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: Jacquelyn Greenwood
 Title: Administrative Assistant
 Company: US Bank NA dba US Bank Equipment Financ
 Address and telephone number (if different from notice address above):

 11-20-13

 (Signature) (Date)

Telephone number: _____ email: _____

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

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

Items to be completed in Proof of Claim form

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

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

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

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

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

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

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

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

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

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

7. Documents:
 Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

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

BUYOUT.01 Buyout Quote Inquiry 11/20/2013
Buyout Type: 50 - BEFG REG BO WITH EQU Quote Type: 66 - VENDOR QUOTE ONLY -
Contract 500-0308752-000 Quote 1 Pre-Tax Yield. 0.00
M2 P2 LLC Equipment Cost 23,559.32
Buyout Dte 12/31/2013 Mthd Ef/Yield Buyout Percent 100.000
Commencemt 12/05/2011 Term 03/25/2015 Net Investment 12,980.35
Num Pymts. 21.83 Times Delin 7 Dealer Name PREMI
Dealer.... 369806.0000 Private Label N No - Complete Contract Buyout -
Program Type
Receivable Bal...* 11,929.43 Ending Deposit 0.00
Unearned Finance* 0.00 14* Addl Buyout Amts
Daily Finance...* 0.00 Total Buyout..... 19,301.07
Residual.....* 5,418.64 16) Quote Data.....
Daily Residual...* 0.00 17) Contract Info....
Unearned IDC....* 0.00 18) Message History..
Invest Tax Credit* 0.00 19* Blended Income Data.
08* Sales Tax..... 1,214.37 20) Asset Information
09) Miscellaneous... 441.15 21* Rental/Late Chrgs
Late Charges.... 297.48 22* Combined Quote
Fees..... 0.00
Security Deposit (0.00)
Selection

BUYOUT.MISC

Miscellaneous Quote Inquiry
Miscellaneous Summary

11/20/2013

Contract 500-0308752-000

Seq	Description	Due Date	Amount Due
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001	PROP DAMAGE	07/25/2013	88.23
002	PROP DAMAGE	08/25/2013	88.23
003	PROP DAMAGE	09/25/2013	88.23
004	PROP DAMAGE	10/25/2013	88.23
005	PROP DAMAGE	11/25/2013	88.23

End of File.

Selection



Lease Agreement

DEC 5 2011

APPLICATION NO. 1541501

CONTRACT NO. 308752

Send Account Inquiries to: 1310 Madrid Street, Suite 101 • Marshall, MN 56258 • Phone: (800) 328-5371 • Fax: (800) 328-9092
Send Payments to: P.O. Box 790448 • St. Louis, MO 63179-0448

The words you and your refer to the customer. The words Lessor, we, us and our refer to U.S. Bancorp Business Equipment Finance Group. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME (M2 P2, LLC), STREET ADDRESS (510 S. 17th St. Suite 104), CITY (Ames), STATE (IA), ZIP (50010), PHONE (515-598-4640), FAX (515-956-3226), BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

SUPPLIER INFORMATION

Form with fields for NAME OF SUPPLIER (Premier Office Equipment), STREET ADDRESS (1510 E. Olive St.), CITY (Marshalltown), STATE (IA), ZIP (50158), PHONE (641-752-1200), and FAX (641-753-3588).

Table with columns: QTY., ITEM DESCRIPTION, MODEL NO., SERIAL NO. Contains two rows for Sharp equipment.

TERM AND PAYMENT SCHEDULE

Form showing 39 Payments of \$ 695.00 (Plus Applicable Taxes) and Security Deposit \$ (Plus Applicable Taxes). Lease Payment Period is Monthly Unless Otherwise Indicated.

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. 1. Purchase the Equipment for the Fair Market Value. 2. Renew the Lease per paragraph 1. 3. Return Equipment as provided in Paragraph 6.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for DATED (12-5-11), LESSOR (U.S. Bancorp Business Equipment Finance Group), SIGNATURE (Emma Hawks), and TITLE (Doc Analyst).

CUSTOMER ACCEPTANCE

You certify that all conditions and terms of this Agreement including the terms on the reverse side have been reviewed and agreed to. The Agreement shall commence on the day that the Equipment is delivered to you and the Agreement shall be irrevocable and non cancelable in all respects thereafter.

Form for Customer Acceptance with fields for DATED (11/22/11), CUSTOMER (M2P2), SIGNATURE (Nick McCithey), and TITLE (COO).

FEDERAL TAX I.D. #

CONTINUING GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly.

Form for Continuing Guaranty with fields for PRINT NAME OF GUARANTOR, SIGNATURE (marked with X), and DATED.

1. **LEASE AGREEMENT:** You agree to lease from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written Agreement and not by course of performance. You authorize us to insert in this Agreement serial numbers and other identification about the Equipment, as well as other omitted factual matters. This Agreement becomes valid upon execution by us and will begin on the date shown and will continue from the first day of the following month for the number of consecutive months shown. Interim rent shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and first payment due date. The term will be extended automatically for successive 12 month terms unless you send us written notice between ninety (90) and one hundred fifty (150) days before the end of any term of intent to purchase or return the equipment AND complete the purchase or return within 30 days of the end of term. Leases with \$1.00 purchase options will not be renewed. **THE BASE RENTAL PAYMENT SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD, IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE PROVIDED TO LESSEE.** If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.
2. **RENT:** Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales, use or property tax. If we pay any tax on your behalf, you agree to reimburse us promptly along with a processing fee. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period or as otherwise agreed. We will have the right to apply all sums received from you to any amounts due and owed to us under the terms of this Agreement.
3. **COMPUTER SOFTWARE:** Notwithstanding any other terms and conditions of the Agreement, you agree that as to software only: a) We have not had, do not have, nor will have any title to such software, b) You have executed or will execute a separate software license Agreement and we are not a party to and have no responsibilities whatsoever in regards to such license Agreement, c) You have selected such software and as per Agreement paragraph 5, **WE MAKE NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OR DEFECTIVE NATURE OF SUCH SOFTWARE, SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE. CUSTOMER'S LEASE PAYMENTS AND OTHER OBLIGATIONS UNDER THIS LEASE AGREEMENT SHALL IN NO WAY BE DIMINISHED ON ACCOUNT OF OR IN ANY WAY RELATED TO THE ABOVE SAID SOFTWARE LICENSE AGREEMENT OF FAILURE IN ANY WAY OF THE SOFTWARE.**
4. **OWNERSHIP OF EQUIPMENT:** We are the Lessor of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.
5. **WARRANTY DISCLAIMER:** **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE LEASE. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST THE SUPPLIER.**
6. **LOCATION OF EQUIPMENT:** You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, in retail resalable condition, full working order, and in complete repair.
7. **LOSS OR DAMAGE:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and you will then pay to us the present value of the total of all unpaid lease payments for the full lease term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney in fact to execute in your name any insurance drafts or checks issued due to loss or damage to the equipment.
8. **COLLATERAL PROTECTION AND INSURANCE:** You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, should you wish us to waive this requirement, we will bill you and you will pay a monthly property damage surcharge of up to .0035 of the total stream of payments as a result of our administrative costs, credit risk and other costs. We may make a profit on this program. As long as you are current at the time of the loss (intentional acts are not included), the remaining balance owed on the Agreement will be forgiven. You must be current to benefit from this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.**
9. **INDEMNITY:** We are not responsible for any loss or injuries caused by the installation or use of the equipment. You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.
10. **TAXES AND FEES:** You agree to pay when invoiced all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. You agree to (a) reimburse us annually for all personal property taxes which we are required to pay as Owner of the Equipment or to remit to us each month our estimate of the monthly equivalent of the annual property taxes to be assessed. We will file all personal property, use or other tax return and you agree to pay us a process fee for making such filings. In addition you agree to pay us a UCC filing fee of \$35.00 and reimburse us for all costs involved in documenting and servicing this Agreement. You further agree to pay us up to \$75.00 on the date the first payment is due as an origination fee. We reserve the right to charge a fee upon termination of this Agreement either by trade-up, buy-out or default. Any fee charged under this Agreement may include a profit and is subject to applicable taxes.
11. **ASSIGNMENT:** **YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT.** We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses, or set offs that you may have against us.
12. **DEFAULT AND REMEDIES:** If you do not pay any lease payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 10% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the accelerated unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us relating to any claim arising under this Agreement including, but not limited to, or referral for collection. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT.** You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive lessee's rights under Article 2A (508-522) of the UCC.
13. **UCC FILINGS:** You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.
14. **SECURITY DEPOSIT:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.
15. **LAW:** This Agreement will be deemed fully executed and performed in the State of Minnesota upon signing by the Lessor and will be governed by and construed in accordance with Minnesota law. You expressly consent to jurisdiction and venue of any state or federal court in the State of Minnesota and waive right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. You waive right of defense of inconvenient forum.
16. **LESSEE GUARANTY:** You agree to submit the original master lease documents with the security deposit to the Lessor via overnight courier the same day of the facsimile transmission of the lease documents. Should we fail to receive these originals, you agree to bound by the faxed copy of this Agreement with appropriate signatures on both sides of the document. Lessee waives the right to challenge in court the authenticity of a faxed copy of this Agreement and the faxed copy shall be considered the original and shall be the binding Agreement for the purposes of any enforcement action under paragraph 12.

FOR MUNICIPALITIES ONLY

- 17-A. **CUSTOMER COVENANTS:** You covenant and warrant that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and
- (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of you to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of you; nor is there any basis for any such action, suit, proceeding or investigation; and
- (3) That the equipment will be operated and controlled by you and will be used for essential government purposes and will be essential for the term of the Agreement.
- (4) You have not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.
- 17-B. **SIGNATURES:** Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind you. Signor(s) for you further warrant(s) its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of you authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- 17-C. **NON APPROPRIATION:** In the event you are in default under the Agreement because:
 1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of your obligations under the Agreement during said fiscal period;
 2. Such non-appropriation did not result from any act or failure to act of you;
 3. You have exhausted all funds legally available for all payment due under the Agreement; and
 4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) you have given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from your counsel verifying the same within ten (10) days thereafter; and (c) you do not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Lessor, at your expense, Lessors remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Lessor in its sole discretion may desire, without any duty to account to you.

11/21/09 DATED
 MZPZ LLC CUSTOMER
 [Signature] SIGNATURE
 COO TITLE



A Xerox Company

1510 EAST OLIVE STREET
MARSHALLTOWN, IA 50158
1 (888) 569-1257

SHIP VIA:

PAGE 01

EQUIP PREP

NUMBER	DATE	CUSTOMER NUMBER
01066A	11/29/11	100448

PACKING LIST

NO. PKG.	QUANTITY	PROD. NO.	WAREHOUSE LOCATION	DESCRIPTION	WEIGHT
	1	3SND0E 100000 EA		SHARP MX-B402 B/W COP VENDOR # MX-B402 SX402 19001768	
	1	NSNA0Q 100000 EA		SHARP MX-CSX1 500 SHEET ^{ends} 9592 PAPER DRAWER VENDOR # MX-CSX1 SZPPF 1A009592	
	2	NSN70D 100000 EA		SHARP MX-DS14 CABINET VENDOR # MX-DS14 SZCAB TAG11158 SZCAB TAG11159	
	1	PSZH01 100000 EA		SHARP MX-DS13 BASE PLATE VENDOR # MX-DS13	
	1	NSUTOR 100000 EA		SHARP FAX EXP KIT MX-C311/MX-C401 VENDOR # MX-FXX3 SZINT TAG11156	
SIGNATURE <u>Matt Rice</u>					
DATE <u>11-30-2011</u>					
140011291110SA02				(515) 233-1220	
				TOTAL WEIGHT	0.0

CUSTOMER

M2P2, LLC
510 S 17TH ST STE 104
AMES IA 50010

SHIP TO

PREMIER OFFICE EQUIPMENT
1510 EAST OLIVE ST
MARSHALLTOWN IA 50158



A Xerox Company

1510 EAST OLIVE STREET
MARSHALLTOWN, IA 50158
1 (888) 569-1257

SHIP VIA:

PAGE 01

EQUIP PREP

NUMBER	DATE	CUSTOMER NUMBER
01067A	11/29/11	100448

PACKING LIST

NO. PKG.	QUANTITY	PROD. NO.	WAREHOUSE LOCATION	DESCRIPTION	WEIGHT
	1	4SNC02		SHARP MX-5001N B/C COP	
		100000	EA	VENDOR # MX-5001N	
				S5001 15088742	
	1	NSUA13		SHARP MX-LCX1 LCT	
		100000	EA	VENDOR # MX-LCX1	
				SZPPF 1E001020	
	1	NSN70A		SHARP MX-50ABD CABINET	
		100000	EA	VENDOR # MX-50ABD	
				SZCAB TAG11151	
	1	NSNT0Q		SHARP MX-FXX2 FAX KIT	
		100000	EA	MX2600/3100N	
				VENDOR # MX-FXX2	
				SZINT TAG11148	
	1	NSNJ04		SHARP EXIT TRAY- C	
		100000	EA	JUPITER (MX-TRX2)	
				VENDOR # MX-TRX2	
				SZTRA TAG11152	

INITIAL MJR

DATE 11-30-2011

142311291110SA02

(515) 233-1220

CUSTOMER

M2P2, LLC
510 S 17TH ST STE 104
AMES IA 50010

SHIP-TO

PREMIER OFFICE EQUIPMENT
1510 EAST OLIVE ST
MARSHALLTOWN IA 50158



A Xerox Company

1510 EAST OLIVE STREET
MARSHALLTOWN, IA 50158
1 (888) 569-1257

SHIP VIA:

PAGE 02

EQUIP PREP

NUMBER	DATE	CUSTOMER NUMBER
01067A	11/29/11	100448

PACKING LIST

NO. PKG.	QUANTITY	PROD. NO.	WAREHOUSE LOCATION	DESCRIPTION	WEIGHT
	1	NSUB0C 100000 EA		SHARP MX-FN11 4K STACKING FINISHER VENDOR # MX-FN11 SZFIN 1BA01399	
	1	NSUA1C 100000 EA		SHARP MX-RBX3 PAPER VENDOR # MX-RBX3 SZPPF 1L004604	
	1	NSUH08 100000 EA		SHP MXPNX6B PCH MOD/3HOLE MX4100/4101/5000/5001N VENDOR # MX-PNX6B SZPUN 1A001064	
	1	NSNT0S 100000 EA		SHARP MX-PKX1 PS3 EXP KIT MX2300N/2700N/3501N/4501 VENDOR # MX-PKX1 SZINT TAG11152	
SIGNATURE <u><i>Matthew</i></u>					
DATE <u>11-30-2011</u>					
142311291110SA02				(515) 233-1220	
				TOTAL WEIGHT	0.0

CUSTOMER
M2P2, LLC
510 S 17TH ST STE 104
AMES IA 50010

SHIPPER
PREMIER OFFICE EQUIPMENT
1510 EAST OLIVE ST
MARSHALLTOWN IA 50158



A Xerox Company

1510 EAST OLIVE STREET
 MARSHALLTOWN, IA 50158
 1 (888) 569-1257

SHIP TO

M2P2, LLC
 510 S 17TH ST STE 104
 AMES IA 50010

INVOICE NO
 01067A 1
 INVOICE DATE
 11/30/11
 TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.		CUST. ORDER NO.		DATE ORDERED	DATE SHIPPED	SHIP VIA	REPRESENTATIVE	
101017				11/29/11	11/30/11		10SA02	DM
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION		UNIT PRICE	AMOUNT	
1	EA	1	4SNC02	SHARP MX-5001N B/C COP S5001 15088742 VENDOR # MX-5001N		14,800.000	14800.00	
1	EA	1	NSUA13	SHARP MX-LCX1 LCT SZPPF 1E001020 VENDOR # MX-LCX1				
1	EA	1	NSN70A	SHARP MX-50ABD CABINET SZCAB TAG11151 VENDOR # MX-50ABD				
1	EA	1	NSNT0Q	SHARP MX-FXX2 FAX KIT MX2600/3100N VENDOR # MX-FXX2 SZINT TAG11148				
1	EA	1	NSNJ04	SHARP EXIT TRAY- C JUPITER (MX-TRX2) VENDOR # MX-TRX2 SZTRA TAG11152				
1	EA	1	NSUB0C	SHARP MX-FN11 4K STACKING FINISHER VENDOR # MX-FN11 SZFIN 1BA01399				
1	EA	1	NSUA1C	SHARP MX-RBX3 PAPER SZPPF 1L004604 VENDOR # MX-RBX3				
1	EA	1	NSUH08	SHP MXPNX6B PCH MOD/3HOLE MX4100/4101/5000/5001N VENDOR # MX-PNX6B SZPUN 1A001064				
1	EA	1	NSNT0S	SHARP MX-PKX1 PS3 EXP KIT MX2300N/2700N/3501N/4501 VENDOR # MX-PKX1 SZINT TAG11152				

BILL TO

JENA HAYES
 US BANCORP
 1310 MADRID ST STE 101
 MARSHALL MN 56258

REMIT TO

PREMIER OFFICE EQUIPMENT
 1510 EAST OLIVE ST
 MARSHALLTOWN IA 50158

COMMENTS:

PLEASE PAY FROM THIS INVOICE
 OVERDUE ACCOUNTS WILL BE CHARGED A LATE PAYMENT FEE OF 1.5% PER
 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



A Xerox Company

1510 EAST OLIVE STREET
 MARSHALLTOWN, IA 50158
 1 (888) 569-1257

SHIP TO

M2P2, LLC
 510 S 17TH ST STE 104
 AMES IA 50010

INVOICE NO
 01067A 2
 INVOICE DATE
 11/30/11
 TERMS: NET 10 DAYS
 FROM INVOICE

CUSTOMER NO.		CUST. ORDER NO.		DATE ORDERED	DATE SHIPPED	SHIP VIA	REPRESENTATIVE	
101017				11/29/11	11/30/11		10SA02	DM
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION		UNIT PRICE	AMOUNT	
1	EA	1	3SND0E	SHARP MX-B402 B/W COP SX402 19001768 VENDOR # MX-B402		4,004.750	4004.75	
1	EA	1	NSNA0Q	SHARP MX-CSX1 500 SHEET PAPER DRAWER VENDOR # MX-CSX1 SZPPF 1A009592				
1	EA	1	NSN70D	SHARP MX-DS14 CABINET SZCAB TAG11158 VENDOR # MX-DS14				
1	EA	1	NSN70D	SHARP MX-DS14 CABINET SZCAB TAG11159 VENDOR # MX-DS14				
1	EA	1	PSZH01	SHARP MX-DS13 BASE PLATE VENDOR # MX-DS13				
1	EA	1	NSUT0R	SHARP FAX EXP KIT MX-C311/MX-C401 VENDOR # MX-FXX3 SZINT TAG11156				
1		1	WBUY03	*LEASE BUYOUT		4,754.570	4754.57	
							SUBTOTAL	
							23,559.32	
							TOTAL DUE	
							23,559.32	

BILL TO

JENA HAYES
 US BANCORP
 1310 MADRID ST STE 101
 MARSHALL MN 56258

REMIT TO

PREMIER OFFICE EQUIPMENT
 1510 EAST OLIVE ST
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 MONTH (18% ANNUALLY) \$ 2.00 MINIMUM ON ALL BALANCES OVER 30 DAYS.



U.S. Bank Equipment Finance
1310 Madrid Street
Marshall, MN 56258

November 20, 2013

BMC Group, Inc.
Attn: Claims & Noticing Agent
18675 Lake Drive East
Chanhassen, MN 55317

Re: AGFEED USA, LLC AKA M2 P2, LLC.; Case# 13-11761

To Whom It May Concern,

Please find the attached claim of U.S. Bank National Association d/b/a U.S. Bank Equipment Finance for a total amount of \$19,301.07 for contract number(s): 500-0308752-000. U.S. Bank Equipment Finance was not notified of the bankruptcy.

I have included a self-addressed stamped envelope to either send me proof of the filing of our claim or to send me any additional instructions that U.S. Bank Equipment Finance would need to fulfill for the filing of our claim.

Please feel free to contact me at 1-866-834-9828 ext. 3097 or by email at jacquelyn.greenwood@usbank.com if you have any questions.

Sincerely,

Jacquelyn Greenwood
Administrative Assistant

Enclosures

11/22/13

no copies
provided

1310 Madrid Street
Marshall, MN 56258

Hasler

FIRST-CLASS MAIL

US POSTAGE \$000.46



ZIP 56258
011D12603151

ADDRESS SERVICE REQUESTED

US Bank Equipment Finance
Attn: Jackie Greenwood
1310 Madrid Street
Marshall, MN 56258

1310 Madrid Street
Marshall, MN 56258

36251 02 FIRST CLASS MAIL
11770910
US PSYAGI 5001 322
POSTAGE WILL BE PAID BY ADDRESSEE
MARSHALL MN 56258
011D12603151 ZIP 56258

BMC Group Inc
AHM: Claims? Noticing Agent
18675 Lake Drive East
Chanhassen, MN 55317