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)
	Jointly Administered
Debtors.	**Ref. Docket Nos.: 11 & 33**

FINAL ORDER PURSUANT TO SECTION 366 OF THE BANKRUPTCY CODE (I) PROHIBITING UTILITY COMPANIES FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES, (II) DEEMING UTILITY COMPANIES ADEQUATELY ASSURED OF FUTURE PAYMENT, AND (III) ESTABLISHING PROCEDURES FOR DETERMINING ADEQUATE ASSURANCE OF PAYMENT

Upon consideration of the Motion[2] of AgFeed USA, LLC and its above-captioned affiliated debtors and debtors in possession (each a "Debtor" and collectively, the "Debtors") for entry of interim and final orders pursuant to section 366 of the Bankruptcy Code, (i) prohibiting the Utility Companies from altering, refusing, or discontinuing the Utility Services, (ii) deeming the Utility Companies adequately assured of future payment, (iii) establishing procedures for determining adequate assurance of payment, and (iv) setting a final hearing related thereto, all as described more fully in the Motion; and upon consideration of the Motion and all pleadings related thereto, including the First Day Declaration; and due and proper notice of this Motion having been given; and it appearing that no other or further notice of the Motion is required; and

[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, L.C. (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.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Motion.

it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED on a final basis.

2. The Debtors are authorized, but not directed, to pay on a timely basis and in accordance with their prepetition practices all undisputed invoices for postpetition Utility Services provided by the Utility Companies to the Debtors.

3. To the extent not already deposited, the Debtors shall, on or before the date which is twenty (20) days after the Petition Date, deposit a sum of $75,500 (the "Utility Deposit") into a segregated account (the "Utility Deposit Account"), with such Utility Deposit to be held in escrow, pending further order of this Court, and which Utility Deposit shall constitute adequate assurance of payment for each of the Utility Companies for postpetition Utility Services provided to the Debtors. The Utility Deposit Account may be either interest-bearing or non-interest-bearing at the Debtors' election.

4. The Utility Deposit Account shall be maintained with a minimum balance equal to 50% of the Debtors' estimated monthly cost of the Utility Services, which may be adjusted by the Debtors (i) to account for the termination of any Utility Services by the Debtors regardless of any Requests and/or agreements with Utility Companies, and (ii) in accordance with the terms of any agreement between the Debtors and the affected Utility Company.

5. Absent further order of the Court, the Utility Companies are prohibited from altering, refusing or discontinuing the Utility Services on the basis of the commencement of the Debtors' chapter 11 cases or on account of any unpaid invoice for the Utility Services provided before the Petition Date and from requiring the Debtors to furnish any additional deposit or other security to the Utility Companies for the continued provision of the Utility Services.

6. If a Utility Company is not satisfied with the assurance of future payment provided by the Debtors, the Utility Company must serve a written request (a "Request") upon counsel to the Debtors, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attention: Ashley E. Markow, Esq.), setting forth the location(s) for which the Utility Services are provided, the account number(s) for such location(s), the outstanding balance for each account, providing a report on and certifying the Debtors' payment history on each account for the previous twelve (12) months, disclosing any existing security deposit and an explanation of why the Utility Deposit is not adequate assurance of payment.

7. Without further order of the Court, the Debtors, in their sole discretion, may enter into agreements granting additional adequate assurance to a Utility Company and/or extending the Debtors' time to file a Determination Motion (as defined below).

8. If the Debtors believe a Request is unreasonable, then they shall, within thirty (30) days after receipt of a Request (or such later date agreed to by the Debtors and the requesting party), file a motion (a "Determination Motion") pursuant to section 366(c)(3) of the Bankruptcy Code seeking a determination from the Court that the Utility Deposit, plus any additional consideration offered by the Debtors, constitute adequate assurance of payment.

9. Pending notice and a hearing on the Determination Motion, the Utility Company that is the subject of the unresolved Request may not alter, refuse or discontinue services to the Debtors.

10. The Utility Deposit shall be deemed adequate assurance of payment for any Utility Company that fails to make a Request.

11. Nothing in this Final Order or the Motion shall be deemed to constitute postpetition assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy Code.

12. Notwithstanding anything to the contrary contained herein, any payment to be made, and any authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any order regarding debtor-in-possession financing or the use of cash collateral and shall be consistent with any approved budget related thereto.

13. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Final Order.

Dated: August _____, 2013
Wilmington, Delaware

BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE