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10 and Debtor in Possession

11 UNITED STATES BANKRUPTCY COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA
14
15 SAN JOSE DIVISION

16 In re) CASE NO. 5:09-bk-60291
17)
18) Chapter 11
19)
20) **CIMINO BROKERAGE COMPANY dba**
21) **CIMINO BROTHERS PRODUCE,**
22)
23)
24) Debtor and
25) Debtor in Possession.
26)
27)
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29) Disclosure Statement Hearing:
30) Date: June 16, 2010
31) Time: 2:30 p.m.
32) Place: Courtroom "3035"
33) 280 South First St.
34) San Jose, CA 95113
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**FIRST AMENDED DISCLOSURE STATEMENT DESCRIBING PLAN OF
REORGANIZATION DATED AS OF JUNE 9, 2010**

EXHIBIT LIST

1
2 Exhibit "A" Plan of Reorganization Dated as of June 9, 2010

3 Exhibit "B" Plan projections

4 Exhibit "C" Liquidation analysis, including liquidation analysis prepared by Scouler & Co.

5 Exhibit "D" A list of all known Claims that were included in the Schedules or were asserted in
6 proofs of claim to which no objection has been filed to date, but as to which an objection may be
7 filed by the Debtor (or by the Reorganized Debtor after the Effective Date) as the Debtor is
8 continuing with its investigation of Claims.
9

10 Exhibit "E" Schedule of transfers potentially subject to avoidance actions (from Statement of
11 Financial Affairs) – includes insider and non-insider transfers

12 Exhibit "F" Valuation of equity in Debtor (prepared by Crowe).

13 Exhibit "G" Historical financials from and after date of bankruptcy filing.

14 Exhibit "H" Latest available cash, accounts receivable and inventory position of Debtor.
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I.

INTRODUCTION

This First Amended Disclosure Statement (“Disclosure Statement”) is being furnished by Cimino Brokerage Company dba Cimino Brothers Produce, Chapter 11 Debtor and Debtor in Possession in the above-captioned Chapter 11 Case (the “Debtor”), in connection with the Debtor’s solicitation of votes to confirm the Plan of Reorganization Dated as of June 9, 2010 (the “Plan”) proposed by the Debtor. A copy of the Plan is attached hereto as Exhibit “A”.¹

This Disclosure Statement sets forth certain information regarding the Debtor’s pre-petition operating and financial history, the reasons for its Chapter 11 bankruptcy filing, and significant events that have occurred during the Chapter 11 Case. This Disclosure Statement also describes certain terms and provisions of the Plan, certain effects of confirmation of the Plan, and the manner in which distributions will be made under the Plan. In addition, this Disclosure Statement discusses the confirmation process and the voting procedures that Holders of Claims entitled to vote on the Plan must follow for their votes to be counted.

By an order entered on _____, 2010, the Bankruptcy Court has: (a) approved this Disclosure Statement as containing “adequate information” in accordance with Bankruptcy Code Section 1125 to enable a hypothetical, reasonable investor typical of Holders of Claims against the Debtor to make an informed judgment as to whether to accept or reject the Plan; and (b) authorized use of this Disclosure Statement in connection with the solicitation of votes with respect to the Plan. **APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT, HOWEVER, CONSTITUTE A DETERMINATION BY THE BANKRUPTCY COURT AS TO THE FAIRNESS OR MERITS OF THE PLAN.** No solicitation of votes may be made except pursuant

¹ All capitalized terms used in this Disclosure Statement have the meanings ascribed to such terms in the Plan. To the extent of any inconsistency between the definitions in the Plan and herein, the definitions in the Plan shall govern.

1 to this Disclosure Statement and Bankruptcy Code Section 1125. In voting on the Plan, Holders of
2 Claims entitled to vote on the Plan should not rely on any information other than that contained in
3 this Disclosure Statement, the Plan and all exhibits hereto and thereto.

4 Pursuant to the provisions of the Bankruptcy Code, only certain classes of Claims are entitled
5 to vote on the Plan. If you are entitled to vote to accept or reject the Plan, a “Ballot” and pre-
6 addressed envelope for the return of the Ballot are enclosed. If you are a creditor in Classes
7 _____ and did not receive a Ballot, received a damaged or illegible Ballot, or lost your Ballot,
8 please contact counsel for the Debtor, whose contact information is on the first page of this
9 document.
10

11 THE DEBTOR RECOMMENDS THAT THE HOLDERS OF CLAIMS IN ALL
12 SOLICITED CLASSES VOTE TO ACCEPT THE PLAN.

13 II.

14 DISCLAIMER

15 THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS
16 INCLUDED HEREIN FOR PURPOSES OF SOLICITING ACCEPTANCES OF THE PLAN (AS
17 SUBSEQUENTLY AMENDED IN ACCORDANCE WITH THE TERMS THEREOF AND
18 APPLICABLE LAW). THE INFORMATION IN THIS DISCLOSURE STATEMENT MAY NOT
19 BE RELIED UPON FOR ANY PURPOSE OTHER THAN TO DETERMINE HOW TO VOTE ON
20 THE PLAN. NO PERSON MAY GIVE ANY INFORMATION OR MAKE ANY
21 REPRESENTATIONS, OTHER THAN THE INFORMATION AND REPRESENTATIONS
22 CONTAINED IN THIS DISCLOSURE STATEMENT, REGARDING THE PLAN OR THE
23 SOLICITATION OF ACCEPTANCES OF THE PLAN.
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1 ANY PARTY WHO DOES NOT OBJECT TO THE DISCLOSURE STATEMENT IS NOT
2 DEEMED TO WAIVE ANY RIGHTS TO OBJECT TO THE CONFIRMATION OF THE PLAN
3 ON ANY BASIS OTHER THAN LACK OF ADEQUATE DISCLOSURE UNDER
4 BANKRUPTCY CODE SECTION 1125.

5 ALL CREDITORS ARE ADVISED AND ENCOURAGED TO READ THIS
6 DISCLOSURE STATEMENT AND THE PLAN IN THEIR ENTIRETY BEFORE VOTING TO
7 ACCEPT OR REJECT THE PLAN. STATEMENTS MADE IN THIS DISCLOSURE
8 STATEMENT ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE PLAN AND
9 THE EXHIBITS TO THE PLAN.
10

11 THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT ARE MADE
12 BY THE DEBTOR AS OF THE DATE HEREOF UNLESS OTHERWISE SPECIFIED HEREIN,
13 AND THE DELIVERY OF THIS DISCLOSURE STATEMENT DOES NOT IMPLY THAT
14 THERE HAS BEEN NO CHANGE IN THE INFORMATION SET FORTH HEREIN SINCE
15 SUCH DATE. THIS DISCLOSURE STATEMENT HAS BEEN PREPARED BY THE DEBTOR,
16 WHO IS UNABLE TO WARRANT OR REPRESENT THAT THIS DISCLOSURE STATEMENT
17 IS WITHOUT ERROR. HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN
18 SHOULD READ THIS DISCLOSURE STATEMENT AND THE PLAN CAREFULLY AND IN
19 THEIR ENTIRETY AND, WHERE POSSIBLE, CONSULT WITH COUNSEL OR OTHER
20 ADVISORS PRIOR TO VOTING ON THE PLAN.
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22 THIS DISCLOSURE STATEMENT HAS BEEN PREPARED IN ACCORDANCE WITH
23 SECTION 1125 OF THE UNITED STATES BANKRUPTCY CODE AND RULE 3016 OF THE
24 FEDERAL RULES OF BANKRUPTCY PROCEDURE AND NOT NECESSARILY IN
25 ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER NON-
BANKRUPTCY LAW.

1 NOTHING CONTAINED HEREIN SHALL BE DEEMED TO CONSTITUTE AN
2 ADMISSION OF ANY FACT OR LIABILITY BY ANY PARTY OR BE DEEMED
3 CONCLUSIVE ADVICE ON THE TAX OR OTHER LEGAL EFFECTS OF THE PLAN AS TO
4 HOLDERS OF CLAIMS OR INTERESTS. YOU SHOULD CONSULT YOUR PERSONAL
5 COUNSEL OR TAX ADVISOR ON ANY QUESTIONS OR CONCERNS RESPECTING TAX
6 OR OTHER LEGAL CONSEQUENCES OF THE PLAN.

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8 IF ANY INCONSISTENCY EXISTS BETWEEN THE TERMS AND PROVISIONS OF
9 THE PLAN AND THIS DISCLOSURE STATEMENT, THE TERMS AND PROVISIONS OF
10 THE PLAN SHALL CONTROL. CERTAIN OF THE STATEMENTS CONTAINED IN THIS
11 DISCLOSURE STATEMENT ARE FORWARD LOOKING FORECASTS AND ARE BASED
12 UPON CERTAIN ESTIMATES AND ASSUMPTIONS. THERE CAN BE NO ASSURANCE
13 THAT SUCH STATEMENTS WILL BE REFLECTIVE OF ACTUAL OUTCOMES.

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15 **IRS CIRCULAR 230 NOTICE**

16 TO ENSURE COMPLIANCE WITH IRS CIRCULAR 230, HOLDERS OF CLAIMS AND
17 INTERESTS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX
18 ISSUES CONTAINED OR REFERRED TO IN THIS DISCLOSURE STATEMENT IS NOT
19 INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, BY HOLDERS OF
20 CLAIMS OR INTERESTS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE
21 IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE; (B) SUCH DISCUSSION IS
22 WRITTEN IN CONNECTION WITH THE SOLICITATION OF VOTES ON THE PLAN AND
23 OTHER MATTERS ADDRESSED HEREIN; AND (C) HOLDERS OF CLAIMS AND
24 INTERESTS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES
25 FROM AN INDEPENDENT TAX ADVISOR.

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III.

OVERVIEW OF THE PLAN

The following is a brief overview of the material provisions of the Plan and is qualified in its entirety by reference to the full text of the Plan, which is attached hereto as Exhibit "A." For a more detailed description of the terms and provisions of the Plan, see Article VI. below, entitled "The Plan of Reorganization."

A. Plan Structure.

The Plan is a plan of reorganization for the Debtor. Pursuant to the Plan, the Debtor will continue to operate its business for the benefit of all creditors. The Debtor has proposed to make payments to creditors over a period of five (5) years from the Effective Date from business operations. Additionally, a "new value" contribution in the amount of \$350,000 will be provided to the Debtor by an entity to be formed by one or more of the Debtor's general partners (Armand Cimino, Stephanie Cimino and Vince Cimino) (the "Contributor"). \$250,000 of the "new value" contribution will be allocated to administrative expense claims, with \$100,000 to be available as an initial payment to general unsecured creditors.

Pursuant to the Debtor's projections, the Debtor anticipates that it will be able to repay all holders of Claims in full over such five (5) year period, as discussed in the Plan and the accompanying projections. While it is difficult to project the Debtor's performance with accuracy, the Plan provides for certain minimum payments to general unsecured creditors which will result in a total payout of not less than \$1,300,000 for the benefit of holders of General Unsecured Claims.

Additionally, the status of the Reorganized Debtor entity will be changed from a general partnership to a limited liability company, with 100% equity interest in the Reorganized Debtor to be issued to the Contributor.

1 The Plan will become effective on the Effective Date, which shall be the first business day of
2 the first full calendar month which is at least fourteen (14) days following the date the Bankruptcy
3 Court enters the Plan Confirmation Order, unless there is a stay in effect, in which case the Effective
4 Date shall be the first business day after the stay is no longer in effect with respect to the Plan
5 Confirmation Order. The Debtor estimates that the Effective Date will be on or around September
6 1, 2010.

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9 **B. Summary of Classification and Treatment of Claims and Interests Under the Plan**

10 The Plan classifies all pre-petition Claims against and Interests in the Debtor into separate
11 Classes, except for Administrative Claims and Priority Tax Claims, which are not classified pursuant
12 to the Bankruptcy Code. The following chart identifies the classified and unclassified Claims
13 specified in the Plan, estimates the amount of unclassified and classified Claims, and summarizes
14 the treatment of the classified and unclassified Claims under the Plan.

15 It should be noted that the estimated amounts of Claims are based on the Debtor's schedules,
16 Claims filed, and the outcome of any objections which may be filed to Disputed Claims. However,
17 not all objections to Disputed Claims will be completed prior to the Effective Date, the outcome of
18 which will likely have some impact upon the ultimate amount of Allowed Claims. As a result, for
19 certain Classes of Claims, the actual amounts of Allowed Claims could materially exceed or be
20 materially less than the estimated amounts shown in the chart that follows. The Debtor has not yet
21 fully analyzed all proofs of Claim filed in the Chapter 11 Case. Estimated Claim amounts for each
22 Class set forth below are based upon the Debtor's review of its books and records, and include
23 estimates of a number of Claims that are contingent, disputed and/or unliquidated.
24

25 For certain Classes of Claims, estimated percentage recoveries are also set forth below.
Estimated percentage recoveries have been calculated based upon a number of assumptions,

1 including the estimate amount of Allowed Claims in each Class. Accordingly, for these reasons, no
 2 representation can be or is being made with respect to whether the estimated percentage recoveries
 3 shown in the table below for Class 16 will actually be realized by the holders of allowed Claims in
 4 such Class.

Class	Claim/Interest	Amount of Claim	Treatment	Impaired
N/A	Administrative Claims	\$300,000 est.	Paid in full on the later of the Plan Effective Date and the date the Court enters an order allowing such fees and expenses.	N/A
N/A	Priority Tax Claims	\$73,100 est.	Paid in full, with interest thereon at the rate specified in 26 U.S.C. § 6621 on the Effective Date, within five (5) years of the Petition Date. Estimated monthly payments to be approx. \$1,800 for 48 months after the Effective Date.	N/A
1	Secured claim of Bank of America (Laredo residence – 1 st priority)	\$235,000 est.	Debtor anticipates that the residence will be sold within 60 days of the Effective Date, at which time secured debt will be paid in full. Pending sale of property, payments will continue pursuant to loan documents (approx. \$2,450 per month).	N
2	Secured claim of Chase Home Finance (Laredo residence – 2 nd priority)	\$30,000 est.	Debtor anticipates that the residence will be sold within 60 days of the Effective Date, at which time secured debt will be paid in full. Pending sale of property, payments will continue pursuant to loan documents (approx. \$350 per month)	N

1	3	Secured claim of Bank of America (Laredo cooler equipment and building – 1 st priority)	\$1,061,066 est.	Pursuant to agreement with secured creditor, the principal amount of the debt will be reduced by \$5,583.49 which consists of three months principal payments. Additionally, Debtor shall use best efforts to sell the icing equipment (per agreement with secured creditor, Debtor will have 90 days to do so without prejudice to any parties should a sale not occur within such timeframe), the proceeds of which will be turned over to secured creditor and applied to outstanding balance in secured creditor's discretion. The balance of the claim shall be a term note, bearing interest at the rate of 7.5% per annum, until paid. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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15	4	South Texas Business Fund (Laredo cooler equipment and building – 2 nd priority)	\$680,000 est.	Claim will be paid with payments of approx. \$8,000 per month. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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17					
18	5	Secured claim of Bank of the West (sweeper and scissorlift equipment)	\$19,500 est.	Claim will be paid over a period of nine (9) months after the Effective Date, with payments of approx. \$850 per month for the first eight (8) months and a final payment of approx. \$10,650 in month 9. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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24	6	Secured claim of Bank of the West (forklifts)	\$90,000 est.	On the Effective Date, collateral will be surrendered to claimant in full and complete satisfaction of its secured claim herein.	N
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2	7	Secured claim of Bank of the West (ice injector system)	\$89,000 est.	On the Effective Date, collateral will be surrendered to claimant in full and complete satisfaction of its secured claim herein.	N
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5	8	Cisco Systems Capital Corp. (VOIP telephone system)	\$10,000 secured claim and \$90,000 est. unsecured deficiency claim	Claim will be paid over a period of two (2) months after the Effective Date, with payment of approx. \$6,700 in month one and balance of approx. \$3,300 in month 2. Pending satisfaction of secured claim, claimant will retain lien on property. – change to 2 years at 8%	Y
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11	9	Chase Auto Finance (2006 Mustang)	\$16,000 est.	The Debtor is in the process of selling this asset in excess of the amount of the secured debt. The proceeds of the sale shall be used to pay the balance of the secured claim in full.	N
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15	10	Ford Motor Credit (2006 Ford F.150)	\$2,400 est.	Claim will be paid over a period of three (3) months, with payments of approx. \$800 per month. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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19	11	Ford Motor Credit (2008 Ford Expedition)	\$17,000 est.	Claim will be paid over a period of 16 months, with payments of approx. \$1,100 per month. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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23	12	Ford Motor Credit (2008 Ford Explorer - Salinas)	\$16,000 est.	Claim will be paid over a period of 22 months, with payments of approx. \$750 per month. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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	13	Ford Motor Credit	\$26,000 est.	Claim will be paid over a	Y

1		(2008 Ford Explorer – Laredo)		period of 58 months, with payments of approx. \$500 per month. Pending satisfaction of secured claim, claimant will retain lien on property.	
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5	14	GMAC (2007 Yukon)	\$1,300 est.	Claim will be paid over a period of one (1) month, with payment of approx. \$1,300. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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9	15	Wells Fargo Bank	\$2,000,000 secured and \$4,300,000 deficiency general unsecured	During the pendency of this case, approximately \$410,000 in adequate protection payments was made to claimant, which amount will be applied as a credit against the secured claim, reducing the secured claim to \$1,590,000. Claim will be paid over a period of 60 months after the Effective Date. Interest shall be consistent with non-default loan terms. Pending satisfaction of secured claim, claimant will retain lien on property.	Y
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18	15.1	Temple-Inland, Inc.	\$913,000	The Debtor asserts that there is insufficient value in the Debtor's collateral to provide a security interest to TIN, whose alleged security interest is junior to that of Wells Fargo Bank. Based on the foregoing, Temple will receive no distribution on account of Claim 15.1, with the treatment for such claim to be included in Class 16. In the event that a determination is made at Plan confirmation that Temple is entitled to a secured claim, the Debtor proposes to pay the secured portion of such claim	Y
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			<p>over a period of five (5) years at market interest, as may be determined at Plan confirmation, but which the Debtor estimates to be 6% per annum.</p> <p>Additionally, this claim is subject to pending litigation, including offset, and is therefore disputed.</p>	
16	General Unsecured Claims	\$1,800,000 est of vendor debt plus approx. \$5,300,000 in unsecured deficiency claims (including Temple's disputed claim)	<p>On the Effective Date, claimants will receive, in the aggregate, \$100,000 from the "new value" contribution. Thereafter, commencing in month 13 and continuing through month 60, claimants will receive on a quarterly basis, in the aggregate, 50% of available cash on hand at the end of the quarter after all expenses and a \$750,000 operational cash reserve. Based on the Debtor's projections, the Debtor estimates that it will be able to pay 100% of allowed Class 17 claims during such repayment period. However, Class 17 shall be guaranteed a minimum distribution of \$75,000 per quarter during such repayment period. Based on the foregoing, Class 17 is guaranteed to receive not less than \$1,300,000 during the Plan repayment period, although the Debtor estimates that all claims will be satisfied in full during such time.</p>	Y
17	Equity Interests	N/A	<p>On the Effective Date, all equity interests in the Debtor shall be cancelled and terminated. 100% equity in the Reorganized Debtor, which will</p>	Y

			be a Limited Liability Company, will be issued to the Contributor or its designee(s)	
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THE DEBTOR BELIEVES THAT THE PLAN PROVIDES THE GREATEST AND QUICKEST RECOVERY POSSIBLE FOR HOLDERS OF ALLOWED CLAIMS AND THUS STRONGLY RECOMMENDS THAT YOU VOTE TO ACCEPT THE PLAN.

IV.

PLAN VOTING PROCEDURES AND REQUIREMENTS

A. Notice to Holders of Claims and Interests.

Approval by the Bankruptcy Court of this Disclosure Statement means that the Bankruptcy Court has found that this Disclosure Statement contains information of a kind and in sufficient and adequate detail to enable Holders of Claims to make an informed judgment whether to accept or reject the Plan. THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE EITHER A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN OR AN ENDORSEMENT OF THE PLAN BY THE BANKRUPTCY COURT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, THE PLAN WILL BE BINDING ON ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTOR, WHETHER OR NOT THEY WERE ENTITLED TO VOTE OR DID VOTE ON THE PLAN, AND WHETHER OR NOT THEY RECEIVE OR RETAIN ANY DISTRIBUTIONS OR PROPERTY UNDER THE PLAN. THUS, THE DEBTOR ENCOURAGES ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN TO READ THIS DISCLOSURE STATEMENT AND ITS

1 EXHIBITS CAREFULLY AND IN THEIR ENTIRETY BEFORE DECIDING TO VOTE EITHER
2 TO ACCEPT OR REJECT THE PLAN.

3 THIS DISCLOSURE STATEMENT AND THE PLAN AND ANY EXHIBITS THERETO
4 ARE THE ONLY DOCUMENTS AUTHORIZED BY THE BANKRUPTCY COURT TO BE
5 USED IN CONNECTION WITH THE SOLICITATION OF VOTES TO ACCEPT OR REJECT
6 THE PLAN. No solicitation of votes for the Plan may be made except after distribution of this
7 Disclosure Statement, and no person has been authorized to distribute any information concerning
8 the Plan other than the information contained herein.

9
10 **B. Holders of Claims In Classes 3-5, 8, and 10-16 are Entitled to Vote on the Plan.**

11 Subject to the provisions of the order approving this Disclosure Statement, any Holder of a
12 Claim against the Debtor in Classes 3-5, 8 and 10-16 shall be entitled to vote to accept or reject the
13 Plan if: (i) such Holder's Claim has been included by the Debtor in the Schedules as undisputed,
14 non-contingent and liquidated in an amount more than \$0.00, or (ii) such Holder has filed a proof of
15 claim on or before the applicable Bar Date; unless such Claim is the subject of a pending objection
16 or has been entirely Disallowed by an order of the Bankruptcy Court.

17 Unless otherwise permitted, the Holder of any Disputed Claim is not entitled to vote with
18 respect to such Disputed Claim unless the Bankruptcy Court temporarily allows such Disputed
19 Claim for the purpose of voting to accept or reject the Plan. The Debtor may stipulate with some
20 Holders of Disputed Claims for provisional allowance of their Claims for voting purposes.
21 Alternatively, the Holder of a Disputed Claim may seek a Bankruptcy Court order provisionally
22 allowing such Holder's Claim for voting purposes prior to the Confirmation Hearing or such earlier
23 date as may be established by the Bankruptcy Court.
24
25

1 A vote on the Plan may be disregarded if the Bankruptcy Court determines, after notice and a
2 hearing, that such vote was not solicited or procured in good faith or in accordance with the
3 provisions of the Bankruptcy Code.

4 All known Holders of Claims entitled to vote on the Plan have been sent a Ballot together
5 with this Disclosure Statement. If you are a Creditor in Class 3-6, 9 or 11-17 and did not receive a
6 Ballot, received a damaged or illegible Ballot, or lost your Ballot, or if you are a party in interest and
7 have any questions concerning this Disclosure Statement, any of the Exhibits hereto, the Plan or the
8 voting procedures in respect thereof, please contact counsel for the Debtor designated below.

9
10 **C. Voting Procedures.**

11 After carefully reviewing this Disclosure Statement and the Exhibits hereto, please indicate
12 your vote with respect to the Plan on the enclosed Ballot and return it either by facsimile, overnight
13 courier or regular mail to counsel for the Debtor at the address specified in the ballot and below.
14 Holders of Claims in Classes entitled to vote should read the Ballot carefully and follow the
15 instructions contained therein. **BALLOTS SUBMITTED TO THE BALLOTING AGENT BY
16 ELECTRONIC TRANSMISSION WILL NOT BE ACCEPTED AND WILL BE VOID.**

17 Please vote and return your ballot to the Balloting Agent at the following address:

18 David B. Golubchik, Esq.
19 Levene, Neale, Bender, Rankin & Brill L.L.P.
20 10250 Constellation Blvd., Suite 1700
21 Los Angeles, California 90067
22 Facsimile: (310) 229-1244

23 FOR YOUR VOTE TO COUNT, YOUR BALLOT MUST ACTUALLY BE RECEIVED AT THE
24 SPECIFIED ADDRESS NO LATER THAN 5:00 P.M. PREVAILING PACIFIC TIME ON _____
_____, 2010.

25 IF YOU MUST RETURN YOUR BALLOT TO A TRUSTEE, BANK, BROKER OR
AGENT, YOU MUST RETURN YOUR BALLOT TO IT IN SUFFICIENT TIME FOR IT TO

1 PROCESS THE BALLOT AND RETURN IT TO DEBTOR'S COUNSEL BY THE VOTING
2 DEADLINE.

3 To obtain additional ballots, you may contact Debtor's counsel at the addresses specified
4 above.

5 The Debtor believes that prompt confirmation and implementation of the Plan is in the best
6 interests of the Debtor, all Holders of Claims and the Debtor's estate.

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9 **V.**

10 **DESCRIPTION AND HISTORY OF THE DEBTOR'S BUSINESS**

11 **A. Background**

12 The Debtor commenced its bankruptcy case by filing a voluntary petition under Chapter 11
13 of 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") on November 24, 2009 (the "Petition Date").
14 The Debtor continues to operate its business and manage its financial affairs as a debtor in
15 possession.

16 The Debtor was founded over 15 years ago by the Cimino family, which has been in the
17 agricultural business since 1895. The Debtor is a fourth generation family produce business with
18 experience in many aspects of the industry such as wholesale, distribution, growing, shipping, retail,
19 foodservice, purchasing and processing. The Debtor is currently owned 50% by Vincent Cimino,
20 25% by Armand Cimino and 25% by Stephanie Cimino.

21
22 **B. Business Operations**

23 The Debtor is a year-round grower, shipper and distributor of fresh vegetables and fruits,
24 primarily broccoli. The Debtor, through its Mexican wholly-owned subsidiary (Cimino Brothers
25 Produce Mexico S.A. de C.V. ("Mexican Subsidiary")) is the creator of the Asian Cut Crown
broccoli category, and has developed the largest national network of Asian foodservice distributors

1 and customers in the nation. The Debtor is also the largest grower/shipper of fresh broccoli in
2 Mexico and is the largest importer of fresh broccoli in the United States. Unlike its competitors
3 based purely in North America, the Debtor leverages its operations in Mexico to grow and ship fresh
4 and safe quality produce on a year-round basis (depending on the produce item, the growing season
5 in North America is as short as six months, and is generally not longer than 10 months). As an
6 agricultural enterprise, the Debtor's Mexican subsidiary was the first grower/shipper organization in
7 Mexico to be Hazard Analysis and Critical Control Point (HACCP) certified. Moreover, the Debtor
8 is Customs-Trade Partnership Against Terrorism (C-TPAT) Level II certified, which provides for
9 bio-security certification and expedited processing at the U.S. border which significantly mitigates
10 delays associated with cross-border shipments. The Debtor has received a grade of 100% for their
11 Food Safety Certification from Primus Labs (the leading Food Safety Certification Company in the
12 United States.) As a result of its year-round growing capabilities, as well as agricultural and border
13 crossing certifications, the Company commands pricing that is higher than national averages.
14

15 The Debtor's administrative operations are carried out from its facilities in Salinas,
16 California. The Debtor's primary cooling facilities in the United States are located in Laredo,
17 Texas. As the largest inland port of entry, the Laredo facility is strategically located to deliver fresh
18 produce fast and efficiently to the retail and wholesale grocery industry as well as food service
19 organizations and food processors across the United States.
20

21 In order to take advantage of the strategic synergies in Mexico, the Debtor formed the
22 Mexican Subsidiary in approximately April 1998. Substantial funding was initially provided by the
23 Debtor to start operations through the Mexican Subsidiary. Specifically, through funds provided by
24 the Debtor, the Mexican Subsidiary procured equipment in Mexico, including a state-of -the-art
25 cooling facility, similar to that in Laredo, Texas. The Mexican Subsidiary would develop and start
the growth of seeds. Thereafter, the plants would be provided to numerous growers in Mexico to

1 grow fruits and vegetables. The Debtor would routinely advance funds to the Mexican growers for
2 such operations and would then apply such advance, or a portion thereof, as a credit against product
3 received from the growers. The Debtor carried such advances as "Grower Receivables" on its
4 books.

6 **C. Financial Performance and Problems Suffered By Debtor**

7
8 The Debtor's revenue grew from \$14.6 million in 2004 to \$20.7 million in 2007. The strong
9 growth in revenue was due to a combination of growth in number of customers, an increase in the
10 number of pack styles (and corresponding unit growth) sold through its existing customer base, and
11 an overall increase in average unit prices. Concurrently, the Debtor's EBITDA grew approximately
12 49% from \$1.3 million in 2004 to \$1.9 million in 2005.

13 The Debtor experienced some heavy rainfall and low yields in the third and fourth quarters
14 of 2007. This restrained the growth path that the Debtor was pursuing for 2007. Grower advances
15 increased as the impact of the rain on lowering yields and plant losses required new plantings for
16 future growing cycles into 2008. This had a large impact on cash flow and cash needs for operating
17 capital as it delayed the company's progress.

18 The Debtor experienced some severe problems in 2008, commencing with the most rainfall
19 in the last 70 years in Mexico. Subsequently, due to the shortage of plantings from the heavy
20 amounts of rain, the broccoli market became very active, to the point that it became one of the most
21 prolonged high markets in broccoli history. The Debtor was poised to take advantage of the market
22 with the volume that it had in Mexico. Unfortunately, the Debtor's main carton supplier supplied it
23 with approximately 350,000 poor quality cartons, which did not allow it to maximize potential
24 profit. Many deliveries contained damaged products and, in addition to loss of revenue related to
25 the delivery of such damaged product, several strategic customers cancelled future business dealings
with the Debtor. Litigation is pending for damages associated with the foregoing. An independent
damage expert economist has calculated the initial damages to be approximately \$6,500,000.

1 Additionally, plant losses required new plantings as well as advances to growers being carried
2 forward into future growing cycles that had a very large impact on cash flow and cash needs for
3 operating capital.

4
5 **D. Events Leading To Bankruptcy Filing**

6 Other than the purchase money security interests, the Debtor's operations were financed
7 primarily by Wells Fargo Bank ("Bank"), which is now owed approximately \$6.3 million. In 2009,
8 the Bank required the Debtor to pay down its Line of Credit by \$1,500,000 by February 28, 2009.
9 The Debtor was only able to pay it down by approximately \$500,000. The Bank initially indicated
10 that this was not a problem and would continue to support the Debtor. However, the Bank changed
11 its position as it moved through 2009 and demanded an exit strategy, including demanding that the
12 Debtor obtain alternate funding. The Debtor used best efforts to obtain alternative financing.
13 However, the short time period provided by the Bank, and the worst economic environment in
14 decades, impeded the Debtor's ability to do so.

15 In early November 2009, the Bank called in financial advisors to analyze the Debtor's
16 operations to determine whether a liquidation should be conducted. At the same time, the Bank
17 demanded that the Debtor hire its own financial analyst. Results by the Bank were demanded on an
18 expedited basis and the Debtor had not had a sufficient opportunity to analyze operations and
19 provide sufficient "assumptions" to the Bank's advisors. Based on very incomplete information,
20 the Bank's advisors, without input from the Debtor's management, advised the Bank that
21 liquidation should be conducted. The projections prepared for the Bank showed an immediate
22 cessation resulting in the Bank recovering approximately \$900,000.

23 Based on the foregoing, the Bank instructed the Debtor that operations must be immediately
24 terminated. Although notice of a foreclosure sale was not provided to the Debtor, the Bank seized
25 the Debtor's accounts located with the Bank, with a balance of over \$300,000, and told the Debtor

1 that the Bank wants the Debtor to cease operating, without even an opportunity to conduct an
2 orderly liquidation to maximize value.

3 The Debtor disagreed with the Bank's position. Specifically, the Debtor disagreed with the
4 "projections" of the third party professionals based on the fact that the assumptions used were
5 incomplete and inaccurate, resulting in substantially reduced revenue as compared to historical
6 revenue.

7 While the Bank seized the Debtor's accounts maintained with the Bank, in the ordinary
8 course of business, the Debtor also maintained accounts in Laredo, Texas. The Debtor continued to
9 utilize such accounts to preserve operations. Unfortunately, while the Debtor was using best efforts
10 to preserve the Bank's collateral, the Bank took the position that the Debtor "converted" its
11 collateral and advised the Debtor that a state court hearing will be held on November 25, 2009 to
12 seek a TRO and writ of possession as against the Debtor. Based on such improper conduct, the
13 Debtor determined that the commencement of this case was necessary and proper and in the best
14 interest of all creditors and parties in interest.

15 16 **E. Significant Post-Petition Events**

17 **1. Cash Collateral**

18 Immediately upon commencement of this Case, the Debtor filed numerous first day
19 emergency motions, including a motion for authority to use cash collateral. The Bank opposed such
20 relief and sought to stop operations. At a hearing held on November 25, 2009, the Court granted
21 interim use pending further hearing.

22 Prior to the continued hearing, the Bank propounded document production requests upon the
23 Debtor, which were responded to. The Bank also conducted a deposition of the Debtor. After the
24 conclusion of such discovery, the Debtor and Bank entered into a stipulation for use of cash
25 collateral through March 19, 2010. The Court also scheduled a status conference and holding date
of March 5, 2010 for request to use cash collateral past March 19, 2010.

1 Additionally, prior to the Continued Hearing, Temple joined in the Bank's objection to use
2 of cash collateral. As a December 16, 2009 hearing, the Court granted use of Temple's cash
3 collateral, if any, through January 29, 2010, with a holding date set forth January 8, 2010. Prior to
4 the January 8, 2010 hearing, the Debtor and Temple stipulated to extend use of cash collateral
5 through March 29, 2010.

6 The Bank and Temple refused to extend use of cash collateral past March 19, 2010,
7 necessitating the Debtor to file a further request for use of cash collateral, which the Bank and
8 Temple opposed. At the March 5, 2010 hearing, the Court granted use of cash collateral for a period
9 of four (4) weeks and scheduled a further hearing on April 2, 2010, requesting additional
10 information and briefing. The Debtor and Bank parties complied with the Court order and, at the
11 April 2, 2010 hearing; the Court granted use of cash collateral through May 31, 2010 over the
12 objection of the Bank and Temple. The Court also ordered the Debtor to file its plan of
13 reorganization by April 23, 2010.

14 A continued cash collateral hearing was held on May 25, 2010. At the foregoing hearing, the
15 Court extended use of cash collateral through June 18, 2010 and, further, continued the cash
16 collateral hearing to June 16, 2010.

17 **2. Post-Petition Operations**

18 The Debtor used best efforts to operate post-petition, although its revenues were below
19 projections. This was based on several factors. First, based on the Bank's seizure of funds pre-
20 petition, the Debtor's operations effectively came to a halt for several weeks, with vendors not
21 delivering product and customers not purchasing product. Such cessation of operations was a shock
22 to the Debtor's business and resulted in substantial delays in the Debtor regaining the trust and
23 confidence of its vendors and customers.

24 In addition, lower revenues were based on the fact that the market price of broccoli dropped
25 temporarily. Since the Debtor has no control over market prices, the reduced revenues were outside
of the Debtor's control. Although revenues dropped, the Debtor also reduced its expenses to

1 minimize the impact on its business, with total expenses slashed as much as 53%. Additionally, to
2 take advantage of the lower prices, the Debtor increased its inventory of product. The market price
3 of broccoli has since rebounded substantially, thereby allowing the Debtor to take advantage of its
4 inventory reserves and increased revenues. While revenues have increased, the Debtor continues to
5 use best efforts to keep expenses as low as possible.

6 It is important to note that the market price of produce constantly fluctuates. The Debtor
7 cannot predict prices with certainty, but can take advantage of dips in price by acquiring more
8 inventory. The Debtor uses its best estimates, based on historical sales and knowledge of
9 conditions, to project prices.

10 Based on an analysis prepared by Crowe of the change in collateral base during the cash
11 collateral period, cash and inventory has increased from the Petition Date through January 31,
12 2010, while accounts receivable has decreased. However, the net effect is still that the collateral
13 base increased by \$163,839.

14 **3. Grower Receivables and Intercompany Debt**

15 On the Petition Date, the Debtor's records reflected "grower receivables" at approximately
16 \$3 million. These receivables relate to advances made to growers of primarily broccoli in Mexico to
17 develop, plant and grow crop, which is eventually sold to the Debtor. As was explained at the initial
18 cash collateral hearing, and as the Bank was well aware, the Debtor had no confidence in such
19 information, which required reconciliation and analysis for a period of over five (5) years. That is
20 the reason why, during the initial cash collateral hearing, the Debtor did not utilize the grower
21 receivables in its adequate protection analysis and, in response to the Court's question as to whether
22 the Bank was oversecured, the Debtor advised the Court that it does not know and its too early to
23 tell.

24 Since the cash collateral hearing, the Debtor employed the accounting firm of Crowe
25 Horwath, LLP ("Crowe"). Crowe spent countless hours analyzing the Debtor's records to
understand the relationship with the Mexican growers to assist the Debtor properly accounting for,

1 and quantifying, such receivables in light of the relationship between the Debtor and the Mexican
2 growers, on the one hand, and the Mexican Subsidiary and the growers, on the other hand.

3 Based on Crowe's analysis, Crowe concluded that, funded by sales of fully grown produce to
4 the Debtor, Mexican Subsidiary coordinates the purchase of seed and growth of transplants in
5 greenhouses on behalf of the growers in Mexico in Mexican New Pesos. Ultimately, these
6 transplants upon transfer to the growers become fully grown produce which the growers sell directly
7 to Mexican Subsidiary. The purchase of the seed and transplants occurs contemporaneously with,
8 and is part and parcel to, the negotiation of a growing contract with one of Mexican Subsidiary's
9 network of Mexican growers. The growing contract is between Mexican Subsidiary and the grower.
10 The growing contract is perfected with the Mexican government and collateralized by the grower's
11 assets. Mexican Subsidiary is that entity that is advancing funds to the seed supplier and
12 greenhouses on behalf of the growers based on projected yields negotiated with the growers.
13 Further, Mexican Subsidiary will, from time to time, advance funds directly to growers to assist
14 them with meeting operational needs. If, for some reason, a grower is unable to meet the yields
15 contracted for, Mexican Subsidiary can charge back to the grower the pro-rata amount of funds
16 advanced. In practice, such amounts are normally taken as a reduction of the purchase price of fully
17 grown produce purchased from the grower. If a grower completely defaults on a contract, Mexican
18 Subsidiary has recourse to pursue collection of the funds advanced through government and legal
19 avenues. More often, however, unrecovered amounts advanced can be collected at a later date from
20 growers as a reduction in the purchase price of fully grown produce from a future growing cycle.

21 Based on Crowe's analysis, and in light of the foregoing relationships, Crowe determined
22 that it is appropriate to book such receivables with the Mexican Subsidiary. As a result, the Debtor
23 recorded a journal entry to reclassify the receivable to an intercompany account (with the Mexican
24 Subsidiary) and reduce the overall balance to better reflect actual estimated amounts ultimately
25 collectible by the Debtor. This revised balance is estimated by management (both in Salinas and

1 Mexico) to be approximately \$786,000. The uncollectible amount was expensed to Cost of Goods
2 Sold.

3 Next, the Debtor also reconciled the intercompany accounts. In this reconciliation,
4 approximately \$2 million of accounts payable to the Mexico Subsidiary was offset against the same
5 amount of receivables from the Mexico Subsidiary. Further, the transactions with Mexico were
6 categorized to reflect the appropriate type of transaction (such as advances for operations). Capital
7 expenditures made on behalf of the Mexico Subsidiary were reclassified to an investment in
8 subsidiary account. After these adjustments, the net amount receivable from the Mexico Subsidiary
9 as of the Petition Date was approximately \$1.663 million, inclusive of the revised grower receivable
10 mentioned above. The balance in the investment account was \$2.438 million.

11 The Mexican Subsidiary has agreed that it will continue to use best efforts to collect such
12 receivables on behalf of the Debtor and to transfer 100% of such collected proceeds to the Debtor.

13 **4. Laredo Litigation**

14 The Debtor commenced litigation in Laredo, Texas based on defective boxes provided to the
15 Debtor by Temple-Inland, Inc. (“Temple”). An independent expert quantified the Debtor’s damages
16 at approximately \$6.5 million.

17 Mediation was scheduled to be held in the foregoing litigation in December 2009. However,
18 based on Temple’s failure to comply with its discovery obligations, mediation could not move
19 forward and was therefore cancelled. Additionally, Temple filed a motion to transfer venue of the
20 case to Austin, Texas. The matter has been briefed and the parties are waiting for a decision from
21 the state court. The Debtor intends to vigorously pursue such litigation. However, based on
22 Temple’s conduct, it does not appear that this matter will be resolved quickly. Additionally, at this
23 time, it is unclear as to the final cost of such litigation, but the Debtor believes, based on discussion
24 with counsel, that such costs may be approximately \$200,000. Based on the Debtor’s operating cash
25 reserves, as set forth in the projections, the Debtor is confident that it will be able to fund such
litigation. The Debtor will retain the right to continue with such litigation after the Effective Date.

1 In the event that the state court in Laredo does not rule on the motion to transfer venue
2 shortly, in order to proceed with litigation for the benefit of the estate and all creditors, the Debtor
3 intends to dismiss such action in Laredo and file a new complaint before this Bankruptcy Court,
4 provided that there are no issues with respect to the statute of limitations. Based on the Debtor's
5 investigations, the Debtor is able to accomplish the foregoing without prejudice to the Debtor's case
6 against TIN.

7 Temple has advised the Debtor that it disagrees with the Debtor's characterization of the
8 litigation and Temple believes that such litigation lacks merit and was filed solely to avoid payment
9 of alleged obligations to TIN. Debtor disagrees with the foregoing but has agreed to include such
10 statement herein.

11

12 **5. Additional Measures To Improve Cashflow**

13 The Debtor, with the assistance of Crowe, has analyzed its income and expenses, especially
14 during the cash collateral period.

15 Following are cost-cutting measures which the Debtor implemented in connection with its
16 operations in Salinas, California:

- 17 a. Reduced fuel and auto related expenses;
- 18 b. Renegotiated health insurance plan to reduce premiums;
- 19 c. Reduced office rent to below market rate;
- 20 d. Reducing expenses for office supplies (computer hardware expense, dues,
21 advertising, subscriptions, donations, collection expense, inspections, furniture & fixture
22 expense, misc. consulting fees, misc. office equipment);
- 23 e. Reducing postage expense;
- 24 f. Eliminating 31% of workforce in Salinas, resulting in savings in payroll and
25 related payroll taxes and benefits;
- g. Based on reduction in workforce, workers' compensation was reduced;

1 h. Reduced travel and promotion expenses; and

2 j. Reduced utilities expenses..

3 In addition to the cost-cutting measures in Salinas, following are cost-cutting measures
4 which the Debtor implemented in connection with its operations in Laredo, Texas:

5 a. Eliminating 40% of workforce in Laredo, resulting in savings in payroll and
6 related payroll taxes and benefits;

7 b. Reduced fuel and auto related expenses;

8 c. Based on reduction in workforce, workers' compensation was reduced;

9 d. Reducing cooler supplies;

10 e. Reducing office supplies;

11 f. Reducing postage expense;

12 g. Reduced travel and promotion expenses;

13 h. Upon plan confirmation, utilities expense will be further reduced based on the
14 fact that icing and cooling activities will be relocated to the Mexican subsidiary; and

15 i. Upon sale of real property (house), expenses related to repairs and
16 maintenance will be eliminated.

17 The Debtor is restructuring its operations in Laredo, Texas. Currently, storage, handling and
18 shipping in Laredo costs the Debtor approximately \$1.00 per carton. The Debtor has researched the
19 possibility of shifting all, or a portion, of the Debtor's operations to a third-party provider. Based on
20 such research, the Debtor concluded that third-party providers would cost approximately \$0.50 per
21 carton to be stored, handled and shipped on behalf of the Debtor. However, by shifting more
22 cooling operations to Mexico and returning specialized cooler equipment to the secured creditors
23 (estimated to have a value of approximately \$850,000), the Debtor will have lowered its combined
24 cost and debt payments to approximately .54 per carton. The Debtor believes this substantial cost
25 saving will assist the Debtor with cash flow, while allowing the Debtor to maintain quality control
over its products as compared to shifting production to a third party.

1 The Debtor will further reduce its work force in Laredo to eliminate redundant personnel as
2 icing and cooling activities are going to be resourced to Mexico. Also, some managerial salaries
3 will shift to the Debtor's Mexican subsidiary in line with amount of time the managers spend in
4 Mexico versus Laredo. This reduction is expected to occur shortly after plan confirmation and will
5 reduce payroll taxes by the same proportion.

6 **F. Avoidance Actions.**

7 The Bankruptcy Code authorizes a debtor-in-possession or trustee to seek avoidance and
8 recovery of "preferential" and "fraudulent" transfers. Generally, a preferential transfer is a transfer
9 made during the ninety (90) days preceding commencement of a bankruptcy case on account of an
10 existing debt that enables a creditor to receive more than it would have received in a liquidation
11 case. Where the transfer is to an "insider", the ninety-day period is extended to one year.

12 The Debtor has been working with Crowe to conduct an analysis of such claims and a
13 preliminary analysis has been completed. At this time, it appears that, of approximately \$1 million
14 in transfers to non-insiders during the preference period, such avoidance actions against non-insiders
15 total approximately \$200,000.

16 The Debtor will continue to work with Crowe to complete such investigation and pursue
17 claims for the benefit of the estate and all creditors. A detailed analysis of avoidance actions against
18 insiders has not been completed, but a preliminary analysis shows that, of approximately \$7 million
19 in transfers to insiders within the insider preference period (approximately \$6.4 million of which
20 relates to product purchases from the Mexico subsidiary, with the balance constituting primarily rent
21 payments and compensation), there appear to be no avoidable transfers which may be pursued for
22 the benefit the estate and its creditors. However, the Debtor will cooperate in any investigation
23 efforts of the Creditors' Committee and/or the Post-Confirmation Committee, however the case may
24 be, in connection with such investigation.
25

1 Potential defendants related to avoidance actions (insider and non-insider) are set forth in
2 Exhibit “E” hereto. Once the Debtor concludes its analysis, the Debtor or the Reorganized Debtor,
3 whichever the case may be, will initiate actions (the “Avoidance Actions”) against non-insider
4 defendants against which the Debtor believes that it has viable avoidance claims.

5 On the Effective Date the power and standing of this estate to pursue avoidance causes of
6 action against non-insiders shall be transferred to and retained by the Reorganized Debtor pursuant
7 to section 1123(b) of the Bankruptcy Code. Moreover, on the Effective Date the power and standing
8 of this estate to pursue avoidance causes of action against insiders shall be transferred to a
9 representative designated by the Committee.
10

11 The Debtor and Committee representatives may retain professionals to pursue such
12 Avoidance Actions on an hourly or contingency basis. Any professional fees and expenses incurred
13 in the pursuit of avoidance causes of action may be paid solely from the recovery from the pursuit of
14 such avoidance causes of action. All claims, causes of action and avoidance actions of the Debtor
15 and the Debtor’s estate is preserved by the Plan, and the Reorganized Debtor and Committee
16 representative, however the case may be, shall have full power and authority to settle, adjust, retain,
17 enforce or abandon any claim, cause of action or avoidance actions under section 1123(b) of the
18 Bankruptcy Code or otherwise, regardless of whether such claims, causes of action or avoidance
19 actions were commenced prior or subsequent to the Effective Date. Any net recovery from
20 Avoidance Actions shall be paid on a pro-rated basis to holders of Class 16 Claims in addition to the
21 payments provided for in the Plan until such Claims are paid in full.
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VI.

THE PLAN OF REORGANIZATION

THIS SECTION PROVIDES A SUMMARY OF THE STRUCTURE AND IMPLEMENTATION OF THE PLAN AND THE CLASSIFICATION AND TREATMENT OF CLAIMS UNDER THE PLAN AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN WHICH ACCOMPANIES THIS DISCLOSURE STATEMENT.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN DOCUMENTS REFERRED TO THEREIN. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR A FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS.

THE PLAN ITSELF AND THE DOCUMENTS REFERRED TO THEREIN WILL CONTROL THE TREATMENT OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTOR UNDER THE PLAN AND WILL, UPON THE EFFECTIVE DATE, BE BINDING UPON ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTOR, REGARDLESS OF WHETHER SUCH CLAIM HOLDERS AND INTEREST HOLDERS VOTED ON THE PLAN AND, IF THEY VOTED ON THE PLAN, WHETHER THEY VOTED TO ACCEPT OR REJECT THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DISCLOSURE STATEMENT AND THE PLAN OR ANY OTHER OPERATIVE DOCUMENT, THE TERMS OF THE PLAN AND/OR SUCH OTHER OPERATIVE DOCUMENT WILL CONTROL.

1 **A. Introduction.**

2 In general, a Chapter 11 plan: (i) divides claims and equity interests into separate classes;
3 (ii) specifies the Property that each class is to receive under the plan; and (iii) contains other
4 provisions necessary to the reorganization or liquidation of the debtor. Under the Bankruptcy Code,
5 Claims and “equity interests” (or “Interests”) are classified rather than “creditors” and
6 “shareholders.” For purposes of this Disclosure Statement, the term “Holder” refers to the Holder of
7 a Claim or Interest.

8 **B. General Plan Description.**

9
10 The Plan is a plan of reorganization for the Debtor. Pursuant to the Plan, the Debtor will
11 continue to operate its business for the benefit of all creditors. The Debtor has proposed to make
12 payments to creditors over a period of five (5) years from the Effective Date from business
13 operations. Additionally, a “new value” contribution in the amount of \$350,000 will be provided to
14 the Debtor by the Contributor. \$250,000 of the “new value” contribution will be allocated to
15 administrative claims, with \$100,000 to be available as an initial payment to general unsecured
16 creditors.

17 Pursuant to the Debtor’s projections, the Debtor anticipates that it will be able to repay all
18 Holders of Claims in full over such five (5) year period, as discussed in the Plan and the
19 accompanying projections. While it is difficult to project the Debtor’s performance with accuracy,
20 the Plan provides for certain minimum payments to general unsecured creditors which will result in
21 a total payout of \$1,300,000 for the benefit of Holders of General Unsecured Claims.
22

23 Additionally, the status of the Debtor’s entity will be changed from a general partnership to a
24 limited partnership or limited liability company, with 100% equity interest in the Reorganized
25 Debtor to be issued to the Contributor.

1 **C. Classification and Treatment of Claims.**

2 Bankruptcy Code Section 1122 provides that a plan of reorganization must classify the
3 claims and interests of a debtor's creditors and equity interest holders. In accordance with Section
4 1122, the Plan divides Claims and Interests into Classes and sets forth the treatment for each Class
5 (other than Administrative Claims and Priority Tax Claims which, pursuant to Section 1123(a)(1),
6 are not to be classified). The Debtor also is required, under Section 1122, to classify Claims against
7 and Interests in the Debtor into Classes that contain Claims and Interests that are substantially
8 similar to the other Claims and Interests in such Class.
9

10 The Debtor believes that the Plan has classified all Claims and Interests in compliance with
11 the provisions of Section 1122 and applicable case law, but it is possible that a Holder of a Claim or
12 Interest may challenge the Debtor's classification of Claims and Interests and that the Bankruptcy
13 Court may find that a different classification is required for the Plan to be confirmed. In that event,
14 the Debtor intends, to the extent permitted by the Bankruptcy Code and the Bankruptcy Court, to
15 make such reasonable modifications of the classifications under the Plan to permit confirmation and
16 to use the Plan acceptances received for purposes of obtaining the approval of the reconstituted
17 Class or Classes of which each accepting Holder ultimately is deemed to be a member. Any such
18 reclassification could adversely affect the Class in which such Holder initially was a member, or any
19 other Class under the Plan, by changing the composition of such Class and the vote required of that
20 Class for approval of the Plan.
21

22 The amount of any Claim that ultimately is Allowed by the Bankruptcy Court may vary from
23 any estimated Allowed amount of such Claim and, accordingly, the total Claims ultimately Allowed
24 by the Bankruptcy Court with respect to each Class of Claims may also vary from any estimates
25 contained herein with respect to the aggregate Claims in any Class. Thus, the value of the Property
that ultimately will be received by a particular Holder of an Allowed Claim under the Plan may be

1 adversely or favorably affected by the aggregate amount of Claims ultimately Allowed in the
2 applicable Class.

3 The classification of Claims and Interests and the nature of distributions to members of each
4 Class are summarized below. The Debtor believes that the consideration, if any, provided under the
5 Plan to the Holders of Claims and Interests reflects an appropriate resolution of their Claims and
6 Interests, taking into account the differing nature and priority (including applicable contractual and
7 statutory subordination) of such Claims and Interests and the fair value of the Debtor's Assets. In
8 view of the deemed rejection by Class 18, however, and the possible rejection of the Plan by other
9 voting Classes, the Debtor will seek confirmation of the Plan pursuant to the "cramdown" provisions
10 of the Bankruptcy Code as to any dissenting Class. Bankruptcy Code Section 1129(b) permits
11 confirmation of a Chapter 11 plan in certain circumstances even if the plan has not been accepted by
12 all impaired Classes of Claims and Interests. Although the Debtor believes that the Plan can be
13 confirmed under Section 1129(b), there can be no assurance that the Bankruptcy Court will find that
14 the requirements to do so have been satisfied.

15
16 **1. Unclassified Claims**

17 Certain types of claims are not placed into voting classes; instead they are unclassified. They
18 are not considered impaired and they do not vote on the Plan because they are automatically entitled
19 to specific treatment provided for them in the Bankruptcy Code. As such, the Debtor has not placed
20 the following claims in a class.

21
22 **a. Administrative Expenses**

23 Administrative expenses are claims for costs or expenses of administering the Debtor's
24 Chapter 11 case which are allowed under Bankruptcy Code Section 507(a)(2). The Bankruptcy
25 Code requires that all administrative claims be paid on the Plan Effective Date unless a particular

claimant agrees to a different treatment. The following chart lists all of the Debtor's § 507(a)(2) administrative claims and their treatment under the Plan.

<u>NAME</u>	<u>AMOUNT OWED</u>	<u>TREATMENT</u>
Clerk's Office Fees	\$0	Paid in full on the Plan Effective Date.
Office of the United States Trustee ("OUST")	\$0	Paid in full on the Plan Effective Date
Levene, Neale, Bender, Rankin & Brill L.L.P. ("LNBRB"), bankruptcy counsel to the Debtor	\$25,000 (est.) (net of pre-petition retainer)	Paid in full on the later of the Plan Effective Date and the date the Court enters an order allowing such fees and expenses.
Crowe Horwath LLP, accountants to the Debtor	\$235,000 (est.)	Paid in full on the later of the Plan Effective Date and the date the Court enters an order allowing such fees and expenses.
Manasian & Rougeau, LLP, bankruptcy counsel to the Creditors' Committee	\$40,000 (est.)	Paid in full on the later of the Plan Effective Date and the date the Court enters an order allowing such fees and expenses.
Post-Petition Non-Professional Fee Administrative Expenses	\$0	Paid in full out of the Debtor's funds in the ordinary course of the Debtor's business following the entry of an order of the Court if a dispute exists between the Debtor and the administrative claim holder.
TOTAL	\$300,000 (est.)	Paid in the manner described above.

Court Approval of Fees Required:

The Court must approve all professional fees and expenses listed in this chart before they may be paid. For all professional fees and expenses except fees owing to the Clerk of the Bankruptcy Court and fees owing to the OUST, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees

1 and expenses allowed by the Court will be required to be paid under the Plan. The administrative
2 claim amounts set forth above simply represent the Debtor's best estimates as to the amount of
3 allowed administrative claims in this case. The actual administrative claims may be higher or lower.
4 Much of whether the actual administrative claims described above for professionals will be
5 dependent upon whether the Debtor is required to engage in substantial litigation regarding the
6 confirmation of the Plan and/or objecting to claims. By voting to accept the Plan, creditors are not
7 acknowledging the validity of, or consenting to the amount of, any of these administrative claims,
8 and creditors are not waiving any of their rights to object to the allowance of any of these
9 administrative claims. Similarly, professionals who have been employed in this Case are not being
10 deemed to have agreed that the figures contained herein represent any ceiling on the amount of fees
11 and expenses that they have incurred or are entitled to seek to be paid pursuant to Court order as
12 such fees and expenses are just estimates provided at the time of the preparation of this Disclosure
13 Statement.
14

15 To the extent allowed administrative claims are allowed prior to the Effective Date, such
16 allowed administrative claims may be paid by the Debtor out of the Debtor's funds. To the extent
17 allowed administrative claims are allowed after the Effective Date, such allowed administrative
18 claims will be paid by the "new value" contribution and, if necessary, Reorganized Debtor out of its
19 operating funds.
20

21
22 **b. Priority Tax Claims**

23 Priority tax claims include certain income, employment and other taxes described by 11
24 U.S.C. § 507(a)(8) not secured by a lien in the Debtor's assets. The Bankruptcy Code requires that
25 each holder of such a Section 507(a)(8) priority tax claim receive the present value of such claim in
regular installment payments in cash (i) of a total value, as of the Effective Date of the Plan, equal to
the allowed amount of such claim; (ii) over a period ending not later than five (5) years after the

Petition Date; and (iii) in a manner not less favorable than the most favored nonpriority unsecured claim provided for under the Plan. The following table lists all of Debtor's § 507(a)(8) priority tax claims and its treatment under this Plan:

<u>CLAIMANT</u>	<u>TREATMENT</u>
City of Laredo Tax Dept. - \$13,718.36	Priority tax claims will be paid in full, with interest thereon at the rate specified in 26 U.S.C. § 6621 on the Effective Date (est. 8%), over a period of 48 months after the Effective Date.
Internal Revenue Service - \$270.00	
Internal Revenue Service - \$7,749.94	
Internal Revenue Service - \$7,750.20	
TexWor Cashier - \$41.89	
United ISD Tax Office - \$25,732.38	
Webb County Tax Assessor - \$16,612.47	Payment Interval – monthly Interest rate – 8% Pmt amount/interval – \$1,800

2. Classified Claims and Interests

a. Classes of Secured Claims

Secured claims are claims secured by liens against property of the estate. The following chart sets forth the description and treatment of each of the Debtor's secured claims:

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
1	Secured claim of: <ul style="list-style-type: none"> • Name = Bank of America • Collateral description = Single family residence located at 10615 	N	No; allowed claims in this class are not entitled to vote on the Plan.	Debtor anticipates that the residence will be sold within 60 days of the Effective Date, at which time secured debt will be paid in full. Pending sale of property, payments will continue pursuant to loan documents

	<p>Mountain Cr., Laredo, Texas 78045 (first priority)</p> <ul style="list-style-type: none"> • Collateral value = \$415,000 • Total claim amount = \$235,000 est. 			<p>Pmt amount = \$2,450 per month</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
2	<p>Secured claim of:</p> <ul style="list-style-type: none"> • Name = Chase Home Finance • Collateral description = Single family residence located at 10615 Mountain Cr., Laredo, Texas 78045 (second priority) • Collateral value = \$415,000 • Total claim amount = \$30,000 est. 	N	<p>No; allowed claims in this class are not entitled to vote on the Plan.</p>	<p>Debtor anticipates that the residence will be sold within 60 days of the Effective Date, at which time secured debt will be paid in full.</p> <p>Pending sale of property, payments will continue pursuant to loan documents</p> <p>Pmt amount = \$350 per month</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
3	<p>Secured claim of:</p> <p>Name = Bank of America</p> <ul style="list-style-type: none"> • Collateral description = Cooling warehouse <u>and</u> <u>cooling</u> <u>equipment</u> 	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Pursuant to agreement with secured creditor, the principal amount of the debt will be reduced by \$5,583.49 which consists of three months principal payments. Additionally, Debtor shall use best efforts to sell the icing equipment (per agreement with secured creditor, Debtor will have 90 days to do so without</p>

<p>1 2 3 4 5 6 7 8 9 10 11</p>	<p>located in Laredo, Texas (first priority, but junior to property taxes with respect to real property)</p> <ul style="list-style-type: none"> • Collateral value = \$2,200,000 est. (includes real property and cooling equipment) • Total claim amount = \$1,061,066 est. 			<p>prejudice to any parties should a sale not occur within such timeframe), the proceeds of which will be turned over to secured creditor and applied to outstanding balance in secured creditor's discretion. The balance of the claim shall be a term note, bearing interest at the rate of 7.5% per annum, until paid.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
<p>12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>	<p>4 Secured claim of:</p> <p>Name = South Texas Business Fund</p> <ul style="list-style-type: none"> • Collateral description = Cooling warehouse <u>and cooling equipment</u> located in Laredo, Texas (second priority) • Collateral value = \$2,200,000 est. • Total claim amount = \$680,000 est. <p>South Texas Business Fund</p>	<p>N</p>	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Claim will be paid over the balance of the loan term with payments of approx. \$8,000 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>

	(Laredo cooler equipment and building - 2 nd priority)			
5	<p>Secured claim of:</p> <p>Name = Bank of the West</p> <ul style="list-style-type: none"> • Collateral description = sweeper and scissorlift equipment • Collateral value = \$18,000 est. • Total claim amount = \$19,500 est. (\$18,000 secured claim and \$1,500 general unsecured claim) 	N	Impaired; allowed claims in this class are entitled to vote on the Plan.	<p>Claim will be paid over a period of nine (9) months after the Effective Date, with payments of approx. \$850 per month for the first eight (8) months and a final payment of approx. \$10,650 in month 9.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
6	<p>Secured claim of:</p> <p>Name = Bank of the West</p> <ul style="list-style-type: none"> • Collateral description = forklifts • Collateral value = unknown, but less than asserted claim <p>Total claim amount = \$90,000 est.</p>	N	No; allowed claims in this class are not entitled to vote on the Plan.	On the Effective Date, collateral will be surrendered to claimant in full and complete satisfaction of its secured claim herein.
7	Secured claim of:	\$89,000	No; allowed	On the Effective Date,

	<p>Name = Bank of the West</p> <ul style="list-style-type: none"> • Collateral description = ice injector equipment • Collateral value = unknown, but less than asserted claim <p>Total claim amount = \$89,000 est.</p>	est.	claims in this class are not entitled to vote on the Plan.	collateral will be surrendered to claimant in full and complete satisfaction of its secured claim herein.
8	<p>Secured claim of:</p> <p>Name = Cisco Systems Capital Corp.</p> <ul style="list-style-type: none"> • Collateral description = VOIP Telephone Equipment • Collateral value = \$10,000 est. • Total claim amount = \$100,000 est. (\$10,000 secured claim and \$90,000 general unsecured claim) 	N	Impaired; allowed claims in this class are entitled to vote on the Plan.	<p>Claim will be paid over a period of two (2) months after the Effective Date, with payment of approx. \$6,700 in month one and balance of approx. \$3,300 in month 2.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
9	<p>Secured claim of:</p> <p>Name = Chase Auto Finance</p>	N	No; allowed claims in this class are not entitled to vote on the	The Debtor is in the process of selling this asset in excess of the amount of the secured debt. The proceeds of the sale shall be used to pay the balance of

	<ul style="list-style-type: none"> • Collateral description = 2006 Ford Mustang • Collateral value = \$35,000 est. <p>Total claim amount = \$16,000 est.</p>		Plan.	<p>the secured claim in full.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
10	<p>Secured claim of:</p> <p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> • Collateral description = 2006 Ford F-150 Truck • Collateral value = \$10,000 est. <p>Total claim amount = \$2,400 est.</p>	N	Impaired; allowed claims in this class are entitled to vote on the Plan.	<p>Claim will be paid over a period of three (3) months, with payments of approx. \$800 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
11	<p>Secured claim of:</p> <p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> • Collateral description = 2008 Ford Expedition • Collateral value = \$25,000 est. <p>Total claim amount =</p>	N	Impaired; allowed claims in this class are entitled to vote on the Plan.	<p>Claim will be paid over a period of 16 months, with payments of approx. \$1,100 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>

	\$17,000 est.			
12	<p>Secured claim of:</p> <p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> • Collateral description = 2008 Ford Explorer – located in Salinas • Collateral value = \$20,000 est. <p>Total claim amount = \$16,000 est.</p>	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Claim will be paid over a period of 22 months, with payments of approx. \$750 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
13	<p>Secured claim of:</p> <p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> • Collateral description = 2008 Ford Explorer – located in Laredo • Collateral value = \$20,000 est. <p>Total claim amount = \$26,000 est. (\$20,000 secured claim and \$6,000 unsecured deficiency claim)</p>	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Claim will be paid over a period of 58 months, with payments of approx. \$500 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
14	Secured claim of:	N	Impaired;	Claim will be paid over a

	<p>Name = GMAC</p> <ul style="list-style-type: none"> • Collateral description = 2007 GMC Yukon • Collateral value = \$20,000 est. <p>Total claim amount = \$1,300 est.</p>		<p>allowed claims in this class are entitled to vote on the Plan.</p>	<p>period of one (1) month, with payment of approx. \$1,300.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
15	<p>Secured claim of:</p> <p>Name = Wells Fargo Bank</p> <ul style="list-style-type: none"> • Collateral description = Substantially all assets of Debtor (including, without limitation, cash, accounts receivable, inventory, fixtures, furnishings and equipment, and intellectual property) excluding real property, vehicles and equity in Mexican subsidiary <p>Priority – First/Senior</p> <ul style="list-style-type: none"> • Collateral 	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>During the pendency of this case, approximately \$410,000 in adequate protection payments was made to claimant, which amount will be applied as a credit against the secured claim, reducing the secured claim to \$1,590,000.</p> <p>Claim will be paid over a period of 60 months after the Effective Date. Interest shall be consistent with non-default loan terms.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>Additionally, claimant shall retain its lien in the Laredo litigation against Temple with the same extent, validity and priority as claimant was entitled to on the Petition Date. To the extent that claimant receives distributions on account of such collateral, the unsecured deficiency portion of the claim will be reduced accordingly.</p>

	<p>value = \$2,000,000 est.</p> <p>Total claim amount = \$6,300,000 est. (\$2,000,000 secured claim and \$4,300,000 unsecured deficiency claim)</p>			<p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
15.1	<p>Secured claim of:</p> <p>Name = Temple-Inland, Inc.</p> <ul style="list-style-type: none"> Collateral description = Substantially all assets of Debtor excluding real property, vehicles and equity in Mexican subsidiary <p>Priority – Junior to Wells Fargo Bank</p> <ul style="list-style-type: none"> Collateral value available for claim = \$0 <p>Total claim amount = \$913,000 (\$0 secured claim and \$913,000 unsecured deficiency claim)</p>	N	<p>Impaired; Deemed to have rejected the Plan; Not are entitled to vote on the Plan.</p>	<p>The Debtor asserts that there is insufficient value in the Debtor's collateral to provide a security interest to TIN, whose alleged security interest is junior to that of Wells Fargo Bank. Based on the foregoing, Temple will receive no distribution on account of Claim 15.1, with the treatment for such claim to be included in Class 16. In the event that a determination is made at Plan confirmation that Temple is entitled to a secured claim, the Debtor proposes to pay the secured portion of such claim over a period of five (5) years at market interest, as may be determined at Plan confirmation, but which the Debtor estimates to be 6% per annum.</p> <p>Additionally, this claim is subject to pending litigation, including offset, and is therefore disputed.</p>

1 **b. Classes of Priority Unsecured Claims**

2 Certain priority claims that are referred to in Bankruptcy Code Sections 507(a)(3), (4), (5),
3 (6), and (7) are required to be placed in classes. These types of claims are entitled to priority
4 treatment as follows: the Bankruptcy Code requires that each holder of such a claim receive cash on
5 the Effective Date equal to the allowed amount of such claim. However, a class of unsecured
6 priority claim holders may vote to accept deferred cash payments of a value, as of the Effective
7 Date, equal to the allowed amount of such claim. The Debtor does not believe that there are any
8 claims against the Debtor which may fall into such a class.
9

10 **c. Classes of General Unsecured Claims**

11 General unsecured claims are unsecured claims not entitled to priority under Bankruptcy
12 Code Section 507(a). The following chart identifies the Plan’s treatment of the classes containing
13 all of the Debtor’s non-priority general unsecured claims (See Exhibit “C” to this Disclosure
14 Statement for detailed information about each general unsecured claim):

15

16 CLASS #	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
17 16	18 All allowed general unsecured claims, estimated To be \$1,800,000 of vendor debt plus approx. \$5,300,000 in unsecured deficiency claims (including Temple’s claim), for total unsecured claims of approx. \$7,100,000	19 Impaired; allowed claims in this class are entitled to vote on the Plan.	20 On the Effective Date, claimants will receive, in the aggregate, \$100,000 from the “new value” contribution. Thereafter, commencing in month 13 and continuing through month 60, claimants will receive on a quarterly basis, in the aggregate, 50% of available cash on hand at the end of the quarter after all expenses and a \$750,000 operational cash reserve. Based on the Debtor’s projections, the Debtor estimates that it will be able to pay 100% of allowed Class 16 claims during such repayment period. However, Class 16 shall be guaranteed a minimum distribution of \$75,000 per quarter during such

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			<p>repayment period. Based on the foregoing, Class 16 is guaranteed to receive not less than \$1,300,000 during the Plan repayment period, although the Debtor estimates that all claims will be satisfied in full during such time.</p> <p>There shall be no prepayment penalties for the Debtor's early payment of any amounts owed to class 16 claim holders pursuant to the treatment of class 16 claims.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such Class 16 claims.</p>
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d. Class of Interest Holders

Interest holders are the parties who hold an ownership interest (i.e., equity interest) in the Debtor. The following chart identifies the Plan's treatment of the class of interest holders:

CLASS #	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
17	All equity holders in the Debtor.	Impaired; deemed to have rejected the Plan	<p>On the Plan Effective Date, all class 17 interests will be deemed cancelled, terminated, extinguished and of no further force and effect and will no longer constitute an equity interest in the Debtor without the need for either the Debtor or the class 17 interest holders to take any further action. Interest holders will not receive any distribution or retain any property under the Plan on account of their equity interests in the Debtor.</p> <p>Instead, 100% interest in the Reorganized Debtor shall be issued to the Contributor.</p>

1 **D. Effect of Confirmation of the Plan.**

2 **1. Vesting of Assets in the Reorganized Debtor.**

3 On the Effective Date, all Assets of the Debtor and its estate shall vest as in the Reorganized
4 Debtor.

5 **2. Authority to Effectuate the Plan.**

6 Upon the Effective Date, all matters provided under the Plan shall be deemed to be
7 authorized and approved without further approval or order from the Bankruptcy Court. The
8 Reorganized Debtor shall be authorized, without further application to or order of the Bankruptcy
9 Court, to take whatever action is necessary to carry out the Plan and to effectuate the distributions
10 provided for under the Plan, subject to the provisions of the Plan.
11

12 **3. Dissolution of the Creditors' Committee and Formation of Post-Confirmation**
13 **Committee**

14 On the Effective Date, the Creditors' Committee will be deemed dissolved and its members
15 will be released and discharged from all further duties and obligations arising from or related to the
16 Chapter 11 Case.

17 On the Effective Date, a Post-Confirmation Committee may be designated by the Creditors'
18 Committee to (a) monitor the Reorganized Debtor's operations after the Effective Date; and (2)
19 analyze and prosecute claims and causes of actions against the Debtor's insiders. As is the case with
20 the Creditors' Committee, the Post-Confirmation Committee shall serve without compensation.
21

22 **E. Implementation and Means of Execution of the Plan.**

23 **1. Management of the Reorganized Debtor.**

24 The Debtor currently anticipates that Armand Cimino, Stephanie Cimino and Vince Cimino
25 will be employed by the Reorganized Debtor as management to carry out its business operations and
will continue to receive compensation commensurate with current levels.

1 Armand Cimino is responsible for managing and overseeing the Debtor's Texas and Mexico
2 operations. In 1996, Armand Cimino moved to Mexico and established production and the post
3 harvest processes. Additionally, he developed the quality control systems, food safety procedures,
4 accounting, maintenance, packing, and purchasing. He is responsible for managing relationships
5 with growers, scheduling harvesting and ensuring quality control. In 2005-2006, Armand facilitated
6 the acquisition and construction of the Laredo operation. Armand coordinates the operations
7 between the Debtor and its subsidiary in Mexico. In 2008, the Debtor was the largest fresh broccoli
8 shipper in Mexico and it was the largest shipper of Asian cut broccoli crowns in North America. As
9 of April 19, 2010, Armand Cimino receives compensation of \$4,702.71 bi-monthly.
10

11 Stephanie Cimino is a part of the core team in Texas and Mexico. Ms. Cimino manages and
12 operates the Debtor's operations in Texas and coordinates operations in Mexico, along with Armand
13 Cimino. She focuses on the daily operation, from a management and administrative side, to assist the
14 Debtor in operating efficiently. As of April 19, 2010, Stephanie Cimino receives compensation of
15 \$4,702.71 bi-monthly.

16 Vince Cimino heads the Salinas, California office, which is responsible for all sales,
17 marketing and administrative functions for the Debtor. He is also the Debtor's Chief Financial
18 Officer (CFO). In addition to his duties as CFO, Vince Cimino is responsible for establishing and
19 managing relationships with key customers and carrying out administrative functions related to the
20 day-to-day operations. As of April 19, 2010, Vince Cimino receives compensation of \$9,405.45 bi-
21 monthly.
22

23 The Debtor does not anticipate any other persons to be involved in the Debtor's
24 management. Notwithstanding the foregoing, demands of the Debtor may change and the Debtor
25 may need to make appropriate adjustments as necessary, provided that such changes do not impair
the Reorganized Debtor's ability to perform under the Plan, absent further order of this Court.

1 **2. Funding of the Plan.**

2 Initially, the Plan will be funded with a \$350,000 “new value” contribution. As set forth in
3 an analysis prepared by Crowe, a copy of which is attached hereto as Exhibit “F”, the value of the
4 equity interest in the Debtor is zero (\$0). As a result, the Debtor submits that the “new vale”
5 contribution of \$350,000 is substantial, and greatly in excess of the value of equity being obtained in
6 the Reorganized Debtor. Thereafter, plan payments will be funded from the Debtor’s continued
7 operations, as set forth in the projections appended hereto.
8

9 **3. The Rights of Action.**

10 The Reorganized Debtor shall be authorized and empowered to pursue and prosecute, to
11 settle, or to decline to pursue, any and all claims and causes of action of the estate which were not
12 commenced prior to the Effective Date. The Bankruptcy Court shall retain jurisdiction over all such
13 actions.

14 The Reorganized Debtor may, but shall not be required to, set-off against any Claim and the
15 distributions to be made pursuant to the Plan in respect of such Claim, any action the Reorganized
16 Debtor may have against the Holder of the Claim, but neither the failure to do so nor the allowance
17 of any Claim shall constitute a waiver or release by the Reorganized Debtor of any such action, set-
18 off or recoupment which the Reorganized Debtor may have against such Holder.
19

20 Except as expressly provided in the Plan, nothing in this Disclosure Statement, the Plan, the
21 Plan Confirmation Order or any other order or document shall constitute or be deemed to constitute
22 a waiver or release of any claim, cause of action, right of setoff, or other legal or equitable defense
23 that the Debtor or any other party in interest had prior to the Effective Date. On the Effective Date,
24 all such claims, causes of action, rights and defenses held by the Debtor shall be deemed transferred
25 and conveyed to the Reorganized Debtor as successor in interest.

1 **4. Corporate Action.**

2 Each of the matters provided for under the Plan involving any corporate action to be taken or
3 required by the Debtor shall, as of the Effective Date, be deemed to have occurred and be effective
4 as provided herein, and shall be authorized and approved in all respects without any requirement of
5 further action by management of the Debtor.
6

7 **VII.**

8 **RISK FACTORS REGARDING THE PLAN**

9 There is no meaningful risk to the Debtor's ability to satisfy the first aspect of Plan feasibility
10 because the Debtor will have enough cash on hand to pay all the claims and expenses which are
11 entitled to be paid on the Plan Effective Date or shortly thereafter because the "new value"
12 contribution will be funded prior to the Plan confirmation hearing.

13 The primary risk to future Plan payments - the ultimate financial success of the Reorganized
14 Debtor - will be the Reorganized Debtor's ability to sustain a profitable business and the possibility
15 that the Reorganized Debtor will be unable to continue to operate and pay its debts as they come due
16 without an infusion of new equity or financing. Given the Debtor's historical operating performance,
17 including while in Chapter 11, and the strength of the Reorganized Debtor's projections, the Debtor
18 is confident that it will be able to continue to operate its business and pay its debts as they come due,
19 including all Plan payments. Moreover, in order to ensure that minimum monthly payments
20 (\$25,000 per month) are made to Class 16 creditors, the principals have agreed that, in the event that
21 the Debtor has insufficient cash flow in any given month to fund such minimum payments, the
22 principals of the Debtor will reduce their compensation, as necessary, to make sure that the monthly
23 \$25,000 payment can be made pursuant to the Plan.
24
25

1
2 **VIII.**

3 **CLAIMS RESOLUTION AND DISTRIBUTIONS**

4 **A. Objections to Claims.**

5 The Debtor or the Reorganized Debtor, as the case may be, shall review all claims filed or
6 deemed filed and may object to or seek subordination of any claim filed or scheduled in this
7 bankruptcy case (unless the Court has already entered an order allowing a claim).

8 **B. Late Claims Void.**

9 Unless otherwise expressly ordered by the Bankruptcy Court or otherwise provided by the
10 Plan, any Claim filed after the Claims Bar Date shall be void and of no force or effect, and shall
11 receive no distributions under the Plan.

12 **C. Estimation of Claims.**

13 The Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any
14 contingent or unliquidated Claim pursuant to Bankruptcy Code Section 502(c) regardless of whether
15 the Debtor, the Creditors' Committee or any other party in interest, previously objected to such
16 Claim, or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court
17 will retain jurisdiction over the Debtor's estate and this Chapter 11 Case to estimate any Claim at
18 any time prior to the entry of a Final Decree closing this Chapter 11 Case. In the event that the
19 Bankruptcy Court estimates any Claim, that estimated amount will constitute either the Allowed
20 amount of such Claim (for Plan voting, Plan distribution or both) or a maximum limitation on such
21 Claim, as determined by the Bankruptcy Court. If the estimated amount is not binding for Plan
22 distribution purposes, the Reorganized Debtor or any other party in interest may elect to pursue any
23 supplemental ruling of the Bankruptcy Court, including any supplemental objection to the Claim, in
24 connection with Plan distribution purposes.
25

1 **D. Allowed and Disputed Claims.**

2 A Claim shall be deemed Allowed if either (i) such Claim is listed in the Debtor's Schedules
3 (as most recently amended) as liquidated, undisputed and non-contingent, and no objection has been
4 filed to such Claim, or (ii) the Holder of such Claim has filed a proof of such Claim on or before the
5 applicable Claims Bar Date; provided, however, that no objection to such Claim has been filed, no
6 motion has been filed to estimate or subordinate such Claim, and no proceeding is pending disputing
7 the Claim or amount thereof. A Claim which is subject to a proceeding, an objection or a motion for
8 estimation or subordination which has not been Allowed or Disallowed by a Final Order shall be
9 deemed Disputed until resolved by Final Order. All Claims that are not Allowed or Disputed are
10 deemed Disallowed. No Claim shall be deemed Allowed by virtue of the Plan and/or confirmation
11 of the Plan.
12

13 **E. Provisions Regarding Distributions.**

14 **1. Disbursing Agent.**

15 The Reorganized Debtor shall act as the disbursing agent for the purpose of making all
16 distributions provided for under the Plan (the "Disbursing Agent"). The Disbursing Agent shall
17 serve without bond and without compensation for distribution services rendered in connection with
18 the Plan.

19 **2. Distributions to be Made Pursuant to the Plan**

20 **a. Timing of Distributions**

21 Distributions to be made by the Disbursing Agent on account of any claim shall be made as
22 set forth in the Plan, or as promptly thereafter as practicable.

23 **b. Method of Distribution**

24 The Disbursing Agent shall make all distributions by check drawn on a domestic bank or by
25 wire transfer, at the sole election of the Disbursing Agent. The Disbursing Agent shall make such
distributions to the address shown on the Debtor's schedules, as they may from time to time be
amended in accordance with Bankruptcy Rule 1009, or to a different address as set forth in a proof

1 of claim duly filed with the Court. The Disbursing Agent will not be required to make distributions
2 on account of de minimus allowed claims of less than \$50.00.

3 **c. Unclaimed Property**

4 Payments made pursuant to the terms of the Plan that are unclaimed as of three months
5 following the date on which such distributions are made, whether because such payments have been
6 returned as undeliverable without a proper forwarding address, will be referred to herein as
7 "Unclaimed Property". During the three months following the date any distribution is made
8 pursuant to the Plan (the "Claiming Period"), Unclaimed Property shall be distributed to the holders
9 of allowed claims entitled thereto upon presentment to the Disbursing Agent of satisfactory proof of
10 entitlement. Checks issued by the Disbursing Agent to pay allowed claims shall be null and void if
11 not negotiated within sixty (60) days after the date of issuance thereof. Requests for reissuance of
12 any check shall be made to the Disbursing Agent by the holder of the allowed claim to whom such
13 check was originally issued prior to the expiration of the Claiming Period. On the first day after the
14 expiration of the Claiming Period: (i) holders of allowed claims previously entitled to such
15 Unclaimed Property (including, but not limited to, the holder of any such claim who has failed to
16 make a timely request for reissuance of a voided check) shall no longer be entitled to any payment
17 on account of its allowed claim; (ii) such claims shall be deemed disallowed for all purposes; and
18 (iii) the then remaining cash constituting Unclaimed Property with respect to such distribution shall
19 be available for use for any legitimate purpose with respect to the implementation and
20 administration of the Plan.

21 **d. Compliance with Governmental Regulations**

22 In connection with the Plan and any instruments issued in connection therewith, the
23 Reorganized Debtor shall comply with all applicable withholding and reporting requirements
24 imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be
25 subject to any such withholding or reporting requirements.

1 **3. No Distributions on Disputed or Disallowed Claims.**

2 If any Claim is a Disputed Claim, no distribution provided under the Plan shall be made on
3 account of such Claim unless and until such Disputed Claim becomes an Allowed Claim, unless a
4 portion of the Claim which is Disputed is not Disputed, in which case that portion of the Claim
5 which is not Disputed shall be treated as an Allowed Claim for distribution purposes. Once a
6 Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim shall receive a
7 distribution in the manner described below. No distributions under the Plan shall be made on
8 account of Claims that have been Disallowed.
9

10 **F. Set-Offs.**

11 The Reorganized Debtor, as successor to the Debtor, may, pursuant to Bankruptcy Code
12 Section 553 or applicable non-bankruptcy law, set-off against any Allowed Claim and the
13 distributions to be made pursuant to the Plan on account thereof (before any distribution is made on
14 account of such Claim or thereafter), the claims, rights and causes of action of any nature that the
15 Debtor may hold against the Holder of such Allowed Claim. The Holder of a Claim may, pursuant
16 to Bankruptcy Code Section 553 or applicable non-bankruptcy law, set off any Allowed Claim such
17 Holder possesses against any claim, rights or causes of action of any nature that the Reorganized
18 Debtor, as successor to the Debtor, may hold against such Holder. Neither the failure to effect such
19 a set-off nor the allowance of any Claim under the Plan shall constitute a waiver or release by the
20 Debtor, the Reorganized Debtor or such Holders of any such Claims, rights and causes of action that
21 such parties may possess under Bankruptcy Code Section 553.
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IX.

INJUNCTION AND EXCULPATION

A. Discharge.

On the Plan Effective Date, the Debtor will receive a discharge under the Plan pursuant to and in accordance with the provisions of Section 1141 of the Bankruptcy Code because there has not been a liquidation of all or substantially all of the property of the Debtor's estate and because the Reorganized Debtor will be continuing with the Debtor's current business operations.

B. Injunction.

Except as otherwise expressly provided in the Plan, all entities who have held, hold or may hold Claims or Interests are permanently enjoined, from and after the Effective Date, from: (1) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim or Interest against the Debtor, its estate, or the Reorganized Debtor; (2) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtor, its estate, or the Reorganized Debtor; (3) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor, its estate, or the Reorganized Debtor and/or against the Property or interests in Property of any of the foregoing; and (4) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due to the Debtor or against the Property of the Debtor, its estate, or the Reorganized Debtor with respect to any such Claim or Interest (hereinafter, collectively the "Estate-Related Claims").

In addition, provided that the Reorganized Debtor complies with, and is not in default of, the provisions of the Plan, all entities who have held, hold or may hold Claims or Interests are enjoined, from and after the Effective Date, from pursuing Estate-Related Claims as against Armand Cimino, Stephanie Cimino and Vince Cimino for a period of two (2) years from the Effective Date, provided that any statute of limitations with respect to such claims is also extended for the same period of time. This is based on the fact that the first two (2) years of operations after the Effective Date are a

1 critical time period wherein the Debtor must build up sufficient cash reserves to make payments to
2 all creditors. All available resources of the Debtor's principals will be devoted to such operations to
3 make the Debtor grow so that timely distributions will be made to creditors.

4 Other courts have considered similar injunctions. In In re Rohnert Park Auto Parts, Inc., 113
5 B.R. 610 (9th Cir. BAP 1990), the debtor's plan sought an injunction with respect to actions against
6 non-debtor entities for five (5) years. The BAP viewed the foregoing as a permanent injunction,
7 especially with respect to an entity that was not a creditor of the debtor (by virtue of having a
8 disallowed late-filed claim) who, effectively, would have no right to receive payment from anyone.

9
10 The Ninth Circuit has held that a bankruptcy court lacks jurisdiction and power to enjoin
11 permanently, beyond confirmation of a reorganization plan, a creditor from enforcing a state court
12 judgment against the debtor's guarantors. American Hardwoods, Inc. v. Deutsche Credit Corp. (In re
13 American Hardwoods, Inc.), 885 F.2d 621 (9th Cir.1989). Furthermore, section 105 permits the
14 court to issue both preliminary and permanent injunctions after confirmation of a plan to protect the
15 debtor and the administration of the bankruptcy estate. See In re Burstein-Applebee Co., 63 B.R.
16 1011, 1020-21 (Bankr.W.D.Mo.1986) ; In re Askew, 61 B.R. 87, 89 (Bankr.S.D.Ohio 1986)

17 Additionally, in In re Lowenschuss, 67 F.3d 1394 (9th Cir. 1995), the debtor's plan provided
18 for third party releases against the debtor, his non-debtor family members and related non-debtor
19 entities. The Ninth Circuit held that such releases were inconsistent with the Bankruptcy Code and
20 inappropriate.

21
22 In this case, the Debtor does not seek any third party releases as against the foregoing
23 individuals. Furthermore, the Debtor does not seek permanent injunctions, which may be viewed to
24 be equivalent to a release. Finally, the Debtor does not seek any relief as to entities that are not
25 creditors of this estate. As set forth above, the principals will have to devote all of their time and
resources to focusing on the Reorganized Debtor's operations to ensure that the Debtor succeeds and

1 is able to make distributions pursuant to the Plan. The request for a temporary injunction is
2 necessary and appropriate to protect the Reorganized Debtor and the administration of the estate.
3 Additionally, to ensure no prejudice to any creditors of this estate, the Debtor proposes that any
4 statute of limitations be extended for the period of the injunction. The Debtor believes that such
5 provision for a limited time to facilitate the Reorganized Debtor's ability to comply with the Plan is
6 appropriate and not inconsistent with applicable laws.

7
8 Notwithstanding anything set forth herein, on and after the Effective Date, the Reorganized
9 Debtor shall have the right to move this Court for an imposition of an injunction, subject to
10 appropriate evidence and basis, as may be appropriate to enjoin actions of third parties against the
11 Reorganized Debtor or its management or personnel which may adversely affect the administration
12 or operation of the Reorganized Debtor after the Effective Date.

13 **C. Exculpation and Limitation of Liability.**

14 None of the Debtor, the Reorganized Debtor, nor any of their respective present or former
15 members, officers, directors, employees, advisors, or attorneys or other professionals, shall have or
16 incur any liability to the Debtor's bankruptcy estate for any act or omission in connection with,
17 relating to, or arising out of the Chapter 11 Case, including, without limitation, administration of the
18 Chapter 11 Case, any sale of assets of the Debtor, the formulation, negotiation or implementation of
19 the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the
20 confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the
21 property to be distributed under the Plan, except for their fraud, gross negligence or willful
22 misconduct, and in all respects such parties shall be entitled to reasonably rely upon the advice of
23 counsel with respect to their duties and responsibilities in the Chapter 11 Case and under the Plan.
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2 **X.**

3 **OTHER PLAN EFFECTUATION MATTERS**

4 **A. Executory Contracts and Unexpired Leases.**

5 **1. Assumption of Executory Contracts and Unexpired Leases**

6 The Debtor intends to assume the following leases and executory contracts, and will pay the
7 amounts set forth below which the Debtor believes are the appropriate “cure” amounts necessary for
8 such assumptions.
9

10

Party To Lease or Executory Contract	“Cure” Amount
GECC (equipment lease – generator, compressor, forklift)	\$6,377.07
NMHG Financial Services, Inc. (forklift equipment)	\$1,959.43
Javco G.P. (Salinas real property lease)	\$8,206.03

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16 Notwithstanding the foregoing, the Debtor reserves the right to amend the foregoing
17 schedule of assumptions and seek the rejection of any or all of the foregoing leases and executory
18 contracts in connection with Plan confirmation. Additionally, unless objected to by the party to the
19 proposed lease or executory contract to be assumed above, the foregoing :”cure” amounts shall be
20 deemed to be the appropriate “cure” amounts required to be paid in connection with such
21 assumption.
22

23 **2. Rejection of Executory Contracts and Unexpired Leases.**

24 Any pre-petition executory contract or unexpired lease which has not expired by its own
25 terms on or prior to the Effective Date, or which has not been assumed and assigned or rejected with
the approval of the Bankruptcy Court, or which is not set forth above to be assumed in connection

1 with Plan confirmation as of the Effective Date, shall be deemed rejected by the Debtor on the
2 Effective Date or as otherwise agreed upon by the parties. The entry of the Plan Confirmation Order
3 by the Bankruptcy Court shall constitute approval of such rejections pursuant to Bankruptcy Code
4 Sections 365(a) and 1123, effective as of the Effective Date of the Plan.

5 **3. Rejection Damage Claims Bar Date and Resolution.**

6 Claims, if any, arising out of the rejection of executory contracts or unexpired leases rejected
7 as of the Effective Date pursuant to the Plan must be filed and served on counsel to the Reorganized
8 Debtor pursuant to the procedures specified in the Plan Confirmation Order no later than thirty (30)
9 days after the Effective Date (the "Final Rejection Claims Bar Date"). Any Claim not filed within
10 such times will be forever barred from assertion against the Debtor, the Reorganized Debtor, its
11 estate, its successor or its properties. Unless otherwise ordered by the Bankruptcy Court prior to the
12 Confirmation Date, or such later date as shall be ordered by the Bankruptcy Court prior to the
13 Confirmation Date, all Claims arising from the rejection of executory contracts and unexpired leases
14 shall be treated as Class 16 Claims under the Plan.
15

16 **B. Retention of Jurisdiction.**

17 The Plan provides for a broad retention of jurisdiction by the Bankruptcy Court including,
18 without limitation, the following: (i) interpretation, implementation and enforcement of the Plan, and
19 any contracts, instruments, releases, transactions and other agreements or documents created in
20 connection therewith; (ii) determination of any and all motions, adversary proceedings, applications
21 and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the
22 Plan, may be instituted by the Reorganized Debtor or any other party in interest after the Effective
23 Date (to the extent such venue is selected by the moving party); (iii) to hear and determine any
24 objections to Claims or motions for estimation or subordination thereof; (iv) to hear and determine
25 matters concerning state, local and federal taxes in accordance with Bankruptcy Code Sections 346,

1 505 and 1146; (v) to hear and determine any matters that may arise in connection with the sales of
2 the Debtor's assets or any order of the Bankruptcy Court with respect thereto; and (vi) to hear and
3 determine any actions or controversies by or against the Debtor, the Reorganized Debtor, or the
4 Creditors' Committee.

5 **C. Modification of Plan.**

6 The Debtor may modify the Plan at any time before confirmation. However, the Court may
7 require a new disclosure statement and/or re-voting on the Plan, unless the modification relates only
8 to the extension of the Effective Date, which modification shall not require a new disclosure
9 statement and/or re-voting on the Plan.

10 The Debtor may also seek to modify the Plan at any time after confirmation only if (1) the
11 Plan has not been substantially consummated and (2) the Court authorizes the proposed
12 modifications after notice and a hearing.

13 **D. Revocation or Withdrawal.**

14 The Plan may be revoked or withdrawn by the Debtor prior to the Confirmation Date, in
15 which case the Plan shall be deemed null and void. In such event, nothing contained herein or in the
16 Plan shall be deemed to constitute a waiver or release of any claims by the Debtor or any other entity
17 or to prejudice in any manner the rights of the Debtor or any other entity in any further proceedings
18 involving the Debtor.

19 **E. Section 1146 Exception.**

20 Pursuant to Bankruptcy Code Section 1146(c), the issuance, transfer, or exchange of any
21 security under the Plan, or the making or delivery of an instrument of transfer under the Plan, may
22 not be taxed under any law imposing a stamp tax or similar tax.
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1 **F. Severability.**

2 The provisions of the Plan shall not be severable unless such severance is agreed to by the
3 Debtor and such severance would constitute a permissible modification of the Plan pursuant to
4 Bankruptcy Code Section 1127.

5 **G. Governing Law.**

6 Except to the extent that other federal law is applicable, or to the extent that an exhibit hereto
7 provides otherwise, the rights, duties and obligations arising under the Plan shall be governed by,
8 and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not
9 inconsistent therewith, the laws of the State of California.
10

11 **H. Closing of Case.**

12 The Reorganized Debtor shall, promptly upon the administration of the Chapter 11 Case,
13 file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable
14 order of the Bankruptcy Court to obtain a Final Decree closing the Chapter 11 Case.

15 **I. Continuing Viability of Other Orders/Agreements.**

16 Except to the extent expressly modified by the Plan, (i) all Final Orders previously entered
17 by the Bankruptcy Court and (ii) any agreements between creditors or between the Debtor and its
18 creditors shall continue in full force and effect.
19

20 **XI.**

21 **CONFIRMATION OF THE PLAN**

22 Under the Bankruptcy Code, the following steps must be taken to confirm the Plan.

23 **A. Confirmation Hearing**

24 Bankruptcy Code Section 1121(a) requires the Bankruptcy Court, after notice, to hold a
25 hearing on confirmation of a plan. By order of the Bankruptcy Court, the Plan confirmation
hearing has been scheduled for [_____,] 2010 at [__:00 __.m.] (prevailing Pacific Time) in the

1 United States Bankruptcy Court for the Northern District of California, Courtroom 3035, 280 South
2 First Street, San Jose, California. The Plan confirmation hearing may be adjourned from time to
3 time by the Bankruptcy Court without further notice except for an announcement made at the Plan
4 confirmation hearing or any adjournment thereof.

5 **B. Requirements for Confirmation of the Plan.**

6 At the Plan confirmation hearing, the Bankruptcy Court will confirm the Plan only if all of
7 the requirements of Bankruptcy Code Section 1129 are met. Among the requirements for
8 confirmation are that the Plan: (a) is accepted by all impaired Classes of Claims and Interests or, if
9 rejected by an impaired Class, that the Plan “does not discriminate unfairly” and is “fair and
10 equitable” as to such Class; (b) is feasible; and (c) is in the “best interests” of Holders of Claims
11 and Interests impaired under the Plan.
12

13 **1. Fair and Equitable Test.**

14 The Debtor will seek to confirm the Plan notwithstanding the nonacceptance or deemed
15 nonacceptance of the Plan by any impaired Class of Claims. To obtain such confirmation, the
16 Debtor must demonstrate to the Bankruptcy Court that the Plan “does not discriminate unfairly”
17 and is “fair and equitable” with respect to such dissenting impaired Class. A plan does not
18 discriminate unfairly if the legal rights of a dissenting class are treated in a manner consistent with
19 the treatment of other Classes whose legal rights are substantially similar to those of the dissenting
20 class, and if no Class receives more than it is entitled to receive for its Claims or Interests. The
21 Debtor believes that the Plan satisfies this requirement.
22

23 The Bankruptcy Code establishes different “fair and equitable” tests for Secured Claims,
24 Unsecured Claims and Interests, as follows:

25 Secured Claims: Either the Plan must provide: (i) for the Holders of such Claims to
retain the liens securing such Claims, whether the Property subject to such liens is retained by the

1 Debtor or transferred to another entity, to the extent of the Allowed amount of such Claims, and
2 each Holder of a Claim receives deferred cash payments totaling at least the Allowed amount of
3 such Claim, of a value, as of the Effective Date of the Plan, of at least the value of such Holder's
4 interest in the estate's interest in such Property; (ii) for the sale of any Property that is subject to the
5 liens securing such Claims, free and clear of such liens, with such liens to attach to the proceeds of
6 such sale; or (iii) for the realization by such Holders of the indubitable equivalent of such Claims.

7
8 Unsecured Claims: Either (i) each Holder of an impaired unsecured Claim
9 receives or retains under the Plan Property of a value equal to the amount of its Allowed Claim, or
10 (ii) the Holders of Claims and Interests that are junior to the Claims of the dissenting class will not
11 receive any Property under the Plan.

12 Interests: Either (i) each Interest Holder will receive or retain under the Plan
13 Property of a value equal to the greater of (y) the fixed liquidation preference or redemption price,
14 if any, of such stock or (z) the value of the stock, or (ii) the Holders of Interests that are junior to
15 the Interests will not receive any Property under the Plan.

16 THE DEBTOR BELIEVES THAT THE PLAN MAY BE CONFIRMED ON A
17 NONCONSENSUAL BASIS (PROVIDED AT LEAST ONE IMPAIRED CLASS OF CLAIMS
18 VOTES TO ACCEPT THE PLAN). ACCORDINGLY, THE DEBTOR WILL DEMONSTRATE
19 AT THE PLAN CONFIRMATION HEARING THAT THE PLAN SATISFIES THE
20 REQUIREMENTS OF BANKRUPTCY CODE SECTION 1129(b) AS TO ANY NON-
21 ACCEPTING CLASS.
22

23 **2. Feasibility.**

24 Another requirement for confirmation involves the feasibility of the Plan, which means that
25 confirmation of the Plan is not likely to be followed by the liquidation, or the need for further
financial reorganization, of the Reorganized Debtor.

1 There are at least two important aspects of a feasibility analysis. The first aspect considers
2 whether the Debtor will have enough cash on hand on the Plan Effective Date to pay all the claims
3 and expenses which are entitled to be paid on such date. The \$350,000 new value contribution will
4 be deposited in LNBRB's trust account not later than seven (7) days before the Plan confirmation
5 hearing. As a result, this element will be resolved by the time of the Plan confirmation hearing.

6 The second aspect considers whether the Reorganized Debtor will have enough cash over the
7 life of the Plan to make the required Plan payments. Attached as Exhibit "B" to this Disclosure
8 Statement are cash flow projections prepared on a monthly basis for the five-year period following
9 the Effective Date, which demonstrate the ability of the Reorganized Debtor to make all of the Plan
10 payments which are required to be made over time. The Debtor believes that the projections are
11 realistic and based on historical information adjusted for current market conditions.

12 **3. "Best Interests" Test.**

13 The Bankruptcy Code requires that with respect to each impaired Class of Claims and
14 Interests that has not accepted the Plan, Holders of Claims or Interests in each such Class receive or
15 retain under the Plan Property of a value, as of the Effective Date of the Plan, that is not less than the
16 value such Holder would have received or retained if the Debtor was liquidated under Chapter 7 of
17 the Bankruptcy Code. The Debtor believes that Holders of Claims will receive substantially more
18 under the Plan as they would receive in a Chapter 7 liquidation and that this test is therefore
19 satisfied.
20

21 In a Chapter 7 case, the debtor's assets are usually sold by a Chapter 7 trustee. Secured
22 creditors are paid first from the sales proceeds of properties on which the secured creditor has a lien.
23 Administrative claims are paid next. Next, unsecured creditors are paid from any remaining sales
24 proceeds, according to their rights to priority. Unsecured creditors with the same priority share in
25 proportion to the amount of their allowed claim in relationship to the amount of total allowed

1 unsecured claims. Finally, interest holders receive the balance that remains after all creditors are
2 paid, if any.

3 For the Court to be able to confirm the Plan, the Court must find that all creditors and interest
4 holders who do not accept the Plan will receive at least as much under the Plan as such holders
5 would receive under a Chapter 7 liquidation of the Debtor. The Debtor maintains that this
6 requirement is clearly met.

7 The Impaired classes under the Plan consist of 3-5, 8, and 10-16.

8 Classes 3-5, 8, and 10-15.1 (Secured Claims)

9 Pursuant to the Plan, all secured claimants shall retain their liens on their collateral. The
10 Plan further provides that secured claims will be paid in full with interest. On the other hand, in a
11 Chapter 7 liquidation, assets would be sold on a liquidation basis, rather than going concern value
12 utilized by the Debtor in the Plan. Moreover, in connection with a sale, costs of sale, estimated to be
13 approximately 8%, would be deducted from the sale proceeds, thereby reducing sale proceeds. By
14 paying the secured claims pursuant to the Plan, the Debtor does not allocate liquidation value or
15 costs of sale to the collateral. Based on the foregoing, the Debtor submits that all secured creditors
16 will not receive less under the Plan than they would receive in the event of a liquidation in Chapter
17 7.
18

19 Class 16 (General Unsecured Creditors)

20 The Debtor believes that it is clear that in a Chapter 7 liquidation of the Debtor, holders of
21 class 16 allowed claims would receive substantially less, if anything at all, than the distribution they
22 would receive under Class 16. In a Chapter 7 liquidation of the Debtor, the Debtor's business will
23 cease to operate and assets will be sold. Attached hereto as Exhibit "C" is a copy of a liquidation
24 analysis prepared by Crowe, as well as a liquidation analysis prepared by Scouler & Co. shortly
25 prior to the Petition Date. The liquidation analysis provides that, after payment of secured claims,

1 Chapter 7 administrative claims, Chapter 11 administrative claims and priority tax claims, there will
2 be no funds available for payment to general unsecured creditors of the estate.

3 Additionally, based on the fact that the Debtors a general partnership, 11 U.S.C. § 723(a)
4 provides that, in a Chapter 7 liquidation, a trustee may be able to pursue deficiency claims against the
5 Debtor's general partners. The Debtor's general partners are represented by independent counsel.
6 The Debtor has reviewed, and is familiar with, the financial position of the general partners. Based
7 on such investigation, the Debtor believes that, in the event that claims are pursued against the
8 general partners in a liquidation pursuant to 11 U.S.C. § 723, the possible recovery from such
9 general partners will be substantially less than the \$1.3 million minimum expected to be disbursed to
10 unsecured creditors pursuant to the Plan. In fact, based on the Debtor's investigation, the general
11 partners' financial position is such that recoveries pursuant to Section 723, if any, will be
12 substantially less than the \$350,000 "new value" contribution being proposed under the Plan. The
13 general partners intend to obtain personal financing, based on future operations of the Debtor, in
14 order to fund the "new value" contribution under the Plan. In the event of liquidation, this amount
15 will not be available.
16

17 In contrast, under the Plan, it is anticipated that Class 16 general unsecured claims will
18 receive 100% distribution on account of their general unsecured claims over a period of five (5)
19 years from the Effective Date. Even if the Reorganized Debtor's performance is below projections,
20 the Plan guaranties a minimum distribution to general unsecured creditors of \$1,300,000 (\$100,000
21 on the Effective date plus \$25,000 per month for 48 months), which is a far better result for
22 unsecured creditors than liquidation under Chapter 7.
23

24 Class 17 (Interests)

25 In a chapter 7 liquidation of the Debtor, holders of class 17 interests would receive no
distribution. Under the Plan, holders of class 17 interests also will not receive any distribution.

1 Holders of class 17 interests will therefore receive *not less* under the Plan than they would receive in
2 a chapter 7 liquidation of the Debtor.

3 The Debtor has therefore satisfied the “best interests of creditors test” with respect to any
4 class of Claims or Interests who vote against the Plan. The Debtor concludes that the Plan provides
5 fair and equitable treatment of all classes of creditors and the greatest feasible recovery to all
6 creditors.

7 8 9 **XII.**

10 **FINANCIAL INFORMATION**

11 The Debtor has filed Statement of Financial Affairs and Schedules of Assets and Liabilities
12 with the Bankruptcy Court as required by the Bankruptcy Code, some of which documents have
13 been amended as described above. As a debtor-in-possession, the Debtor has filed monthly
14 operating reports required by the United States Trustee’s operating guidelines. This financial
15 information may be examined in the Bankruptcy Court Clerk’s Office.

16 In addition to historical financial financials on file with the Court, the Debtor prepared
17 projections in connection with the Plan. Following is a discussion of the methodology employed
18 by the Debtor and Crowe in connection with formulating the projections:

19 Crowe worked closely with Debtor’s management to assist in the development of a five-
20 year forecast of cash flows from operations for the Debtor to be included in the Plan. This forecast
21 was based upon the Debtor’s historical operations, pro-forma adjustments resulting from the
22 reorganization of the Debtor, and input drawn from management’s decades of experience in
23 operating the business of the Debtor. Thoughtful and deliberate consideration was given to
24 insuring that the forecast represents the Debtor’s management’s best estimate as to what the
25

1 forward-looking operations of the Debtor would be and the impact of those operations on the
2 financial condition of the reorganized Debtor.

3 As indicated on the face of the forecast, the notes and assumptions accompanying them are
4 integral to understanding the forecast itself. This disclosure is intended to supply additional
5 detailed background regarding the development of the forecast not already delineated in the notes
6 and assumptions to the forecast.

7 **Sales**

8 Management expended considerable time, effort and thought to insure that the forward-
9 looking sales volume and market prices incorporated into the Debtor's forecast fairly represented
10 expectations. As stated in the notes to the forecast, this effort included, but was not limited to,
11 analyzing historical market prices (both the Debtor's and USDA market prices), past sales volume
12 levels, anticipated product mix changes towards higher margin items (i.e. bagged broccoli florets)
13 and continued development of contract pricing with customers to normalize some of the
14 fluctuations experienced in the open market.. To assist management in assessing the reasonability
15 of expectations as to sales, Crowe developed "goal-seeking" forecasts whereby management could
16 analyze different market scenarios by manipulating the two most influential factors on the Debtor's
17 total sales and overall bottom line: market price and volume. Utilizing the goal-seeking tool and
18 the Debtor's historic experience with market price and volume, management developed forward-
19 looking sales consistent with past experience and future expectations. As indicated in the notes to
20 the forecast, Debtor's management intends to continually improve margins by selling more
21 profitable items.
22
23

24 It is important to note that the Debtor deals in a commodity market. Actual prediction of
25 market conditions is nearly impossible due to numerous outside influences including weather,
customer demand, supply and economic conditions. With this in mind, the Debtor's historical

1 experience with volume and market price coupled with management's expertise in this market
2 serve as a basis for which to project sales. The forecast incorporates an extremely conservative
3 2.5% annual increase in market price and 1.5% annual increase in sales volume. It should be noted
4 that this increase is very conservative as compared to management's representation that, at times
5 over the past eight years, the Debtor has experienced annual increases in revenue up to 28%. In
6 2007 and 2008, heavy rains greatly disrupted broccoli growth in Mexico. Even in these years, with
7 adverse market conditions, the Debtor realized sales volume that is more than 10% higher than the
8 volume for year one of the forecast. Further, during the five year period 2005 through 2009, the
9 Debtor averaged total annual revenue of \$18 million. These historical amounts are 6% higher than
10 the \$17 million total revenue in year one of the forecast. Management prepared analyses that
11 record the Debtor's historical sales volume and market prices. These analyses were utilized by
12 management in developing realistic forward-looking sales volume and market price amounts. Also
13 incorporated in the forecast are monthly fluctuations as to volume and market price, another
14 realistic component of the forecast that is consistent with the Debtor's historical performance.
15 These fluctuations more fairly represent the volatility in the broccoli commodity market and show
16 that the Debtor experiences peaks and valleys as to sales performance. As disclosed in the notes to
17 the forecast, forecasted sales are management's best estimates and actual results could vary
18 significantly from those predicted, primarily in part to the aforementioned market conditions. The
19 Debtor will continue to build on its success with developing contract pricing with its customers,
20 which will, in essence, normalize some of the fluctuations experienced in the open market.

23 **Costs of Goods Sold ("COGS")**

24 The methodologies for calculating the various components of COGS are outlined in the
25 notes to the forecasts. The methodologies are consistent with the practices and rates currently in
place with the Debtor. As previously noted, management anticipates that gross margin (gross profit

1 as a percentage of sales) will continue to improve year-after-year as the product mix is improved to
2 include more profitable products as well as the continued development of contract pricing with
3 customers. For the most part, COGS on the forecast are driven by sales volume and increase or
4 decrease on a monthly basis correspondingly.

5 6 **Operating Expenses**

7
8 The Debtor operates with two distinct cost centers: the corporate offices located in Salinas,
9 California and the cooling and distribution facility located in Laredo, Texas. The Debtor's wholly-
10 owned foreign subsidiary in Mexico operates as a stand-alone operation. Since the Petition Date,
11 the nature of the Debtor's transactions with the subsidiary for the most part include the purchase,
12 cooling, handling and shipping of fully grown produce for importation into the United States.
13 These transactions are accounted for using inter-company accounts. The Reorganized Debtor will
14 continue such an arrangement with the subsidiary. Aside from the aforementioned produce
15 purchases and related shipping costs (which for the purposes of the forecast are treated as COGS
16 expenses like any other vendor – i.e. fully paid in the month incurred), there are no additional
17 payments to the subsidiary reflected in the forecast.

18
19 As a starting point, Crowe utilized the Debtor's most recently available, finalized monthly
20 income statement, which happened to be the one for the month ending January 31, 2010. This
21 income statement reflected the Debtor's current, recurring monthly expenses. The entries for
22 Salinas and Laredo became the baseline for forward-looking expenses. Using this baseline,
23 management examined the individual line items and proposed pro-forma adjustments to adjust the
24 monthly amounts for January 2010 upwards or downwards to smooth out the amounts and more
25 accurately reflect the typical monthly expenses incurred by the Debtor. Additional pro-forma
adjustments were then made to the baseline amounts to incorporate the changes management

1 anticipates making upon reorganization (note that certain of these changes have already been
2 implemented by the Debtor as cost-saving measures). Among others, these types of changes
3 include payroll reductions, rent reduction, and reduction in expenses for automobiles. Certain pro-
4 forma adjustments are also made in months 1, 2 and 3 of the forecast as additional anticipated
5 operational changes subsequent to the reorganization are made. For the most part, these types of
6 pro-forma adjustments assumed to be made subsequent to the Debtor's reorganization are
7 delineated in the notes to the forecast.

8
9 In order to present fair forecasts of operating expenses, they are assumed to grow 2%
10 annually (with the exception of bad debt expense, which is calculated as a percentage of total
11 sales). Again, this is expressed in the notes to the forecast.

12 **Administrative Expenses**

13 Administrative expenses represent the Debtor's post-confirmation legal and accounting
14 costs. They are assumed paid as incurred.

15 **Other Expenses**

16 Depreciation is shown for purposes of calculating net income or loss. It does not impact
17 cash flow.

18 Interest expense line items are based upon current interest charged on debt or amounts
19 assumed to be renegotiated upon reorganization. Interest expense is shown as a reduction in cash.

20 **Forecasted Accruals**

21
22 The forecasted accruals section of the forecast display how various components of the
23 Debtor's balance sheet are impacted by the Debtor's sales and expenses. The specific mechanics as
24 to how these line items are adjusted are set forth on the face of the forecast and in the
25 accompanying notes. It should be noted that the beginning balances as of Month 1 are provided by
management and represent the adjusted balances of these line items nearest the month end that the

1 Debtor's plan was filed, in this case, March 31, 2010. Note that management may have made
2 certain minor adjustments to these balances in order to more accurately reflect what they may be
3 upon confirmation.
4

5 **Forecasted Sources and Uses of Cash**

6 This section of the forecast illustrates how the various components of sales, COGS,
7 operating expenses, and accrual impact the Debtor's cash flow. The notes to the forecast provide
8 specificity as to the methodologies utilized for the various components and each component's
9 impact on cash flows.
10

11 By way of further explanation regarding "Cumulative Cash Available for Debt Service," it
12 is important to understand that the Reorganized Debtor had to reach a certain operational level
13 before additional funds were available to service unsecured, pre-petition claims (aside from the
14 initial \$100,000 payment and quarterly \$75,000 minimum payment). As described in the Sales
15 section above, the broccoli commodity market is subject to significant fluctuation as to market price
16 and volume demand. In order for the Reorganized Debtor to have the financial wherewithal to
17 endure adverse market conditions, management estimated that the reorganized Debtor would
18 require an operational cash reserve of \$750,000. This estimate is based upon three consecutive
19 months of market price at or below cost. In the forecast, whenever the Debtor is in a quarterly cash
20 position where total cash exceeds the \$750,000 cash reserve for operations, 50% of the cash in
21 excess of the reserve is assumed paid to the unsecured creditors. The 50% is calculated from the
22 quarterly balance of "Cumulative Cash Available for Debt Service" starting in year 2.
23

24 As also discussed in the Sales section above, there are month-to-month fluctuations in
25 market price and volume that can potentially impact the Debtor's bottom line. However,
management believes and has demonstrated in its historical analyses that when the month-to-month

1 sales volume and market prices are averaged over time, the average amounts are profitable. The
2 \$750,000 operational cash reserve has been included in the forecast to allow the Debtor to endure
3 through months where market price drops to the point that the Debtor is operating at or below the
4 break-even point. In management's experience, these lean months do not last consecutively for
5 more than two or three months at a time.
6

7 **XII.**

8 **ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN**

9
10 If the Plan is not confirmed and consummated, the alternatives include: (a) development of
11 an alternative plan of reorganization; or (b) liquidation of the Debtor under Chapter 7 of the
12 Bankruptcy Code.

13 **A. Liquidation Under Chapter 7.**

14 If no plan is confirmed, the Chapter 11 Case may be converted to a case under Chapter 7 of
15 the Bankruptcy Code, in which case a trustee would be elected or appointed to liquidate any
16 remaining Assets of the Debtor for distribution to Creditors. As stated, the Debtor believes that
17 conversion of the Chapter 11 Case to a case under Chapter 7 of the Bankruptcy Code would result
18 in diminished distributions to Creditors, due to the increased costs of administration in Chapter 7
19 proceedings, and substantial delay in the distribution to Creditors relative to the Plan.
20

21 **B. Alternative Chapter 11 Plan.**

22 If the Plan is not confirmed, the Debtor or any of the parties in interest could attempt to
23 formulate a different Chapter 11 plan. However, the Debtor does not believe there is a feasible,
24 more favorable alternative to the Plan.
25

1
2 **XIV.**

3 **CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

4 The confirmation and execution of the Plan may have tax consequences to Holders of
5 Claims and Interests. The Debtor does not offer an opinion as to any federal, state, local, or other
6 tax consequences to Holders of Claims and Interests as a result of the confirmation of the Plan. All
7 Holders of Claims and Interests are urged to consult their own tax advisors with respect to the
8 federal, state, local and foreign tax consequences of the Plan. THIS DISCLOSURE STATEMENT
9 IS NOT INTENDED, AND SHOULD NOT BE CONSTRUED, AS LEGAL OR TAX ADVICE
10 TO ANY CREDITOR.
11

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2 **XV.**

3 **CONCLUSION AND RECOMMENDATION**

4 The Debtor believes that the Plan is in the best interests of all Holders of Claims and urges
5 all Holders of Claims to vote to accept the Plan and to evidence such acceptance by returning their
6 ballots to Debtor's counsel so that they will actually be received on or before __:00 p.m., prevailing
7 Pacific Time, on [_____], 2010.
8

9 Respectfully Submitted:

10 Dated: June 9, 2010

CIMINO BROKERAGE COMPANY dba
CIMINO BROTHERS PRODUCE

11
12 By: /s/ Vincent Cimino
13 VINCENT CIMINO
14 Its General Partner and Responsible Individual

15 Dated: June 9, 2010

LEVENE, NEALE, BENDER, RANKIN
& BRILL L.L.P.

16
17 By: /s/ David B. Golubchik
18 DAVID B. GOLUBCHIK
19 Attorneys for Debtor
20 CIMINO BROKERAGE COMPANY dba
21 CIMINO BROTHERS PRODUCE
22
23
24
25

EXHIBIT A

1 DAVID B. GOLUBCHIK (SBN 185520)
2 TODD M. ARNOLD (SBN 221868)
3 LEVENE, NEALE, BENDER, RANKIN
4 & BRILL L.L.P.
5 10250 Constellation Blvd., Suite 1700
6 Los Angeles, California 90067
7 Telephone: (310) 229-1234
8 Facsimile: (310) 229-1244

9 Attorneys for Debtor
10 and Debtor in Possession

11 UNITED STATES BANKRUPTCY COURT
12
13 NORTHERN DISTRICT OF CALIFORNIA
14
15 SAN JOSE DIVISION

16 In re) CASE NO. 5:09-bk-60291
17)
18) Chapter 11
19)
20) **CIMINO BROKERAGE COMPANY dba**
21) **CIMINO BROTHERS PRODUCE,**
22)
23) Debtor and
24) Debtor in Possession.
25)
26)
27)
28) Plan Confirmation Hearing:
29) Date:
30) Time:
31) Place: Courtroom "3035"
32) 280 South First St.
33) San Jose, CA 95113
34)
35)

36 **FIRST AMENDED PLAN OF REORGANIZATION DATED AS OF JUNE 9, 2010**

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I.

INTRODUCTION

This First Amended Plan of Reorganization Dated as of June 9, 2010 ("Plan") is being furnished by Cimino Brokerage Company dba Cimino Brothers Produce, Chapter 11 Debtor and Debtor in Possession in the above-captioned Chapter 11 Case (the "Debtor").

Reference is made to the Disclosure Statement accompanying this Plan for a discussion of the Debtor's history, business, results of operations, historical financial information, properties, a summary and analysis of this Plan, and certain related matters. The Debtor is the proponent of this Plan within the meaning of Bankruptcy Code Section 1129.

ALL CREDITORS OF THE DEBTOR ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN. SUBJECT TO CERTAIN RESTRICTIONS AND REQUIREMENTS SET FORTH IN BANKRUPTCY CODE SECTION 1127, BANKRUPTCY RULE 3019 AND IN THIS PLAN, THE DEBTOR RESERVES THE RIGHT TO ALTER, AMEND, MODIFY, REVOKE OR WITHDRAW THIS PLAN AT ANY TIME PRIOR TO ITS SUBSTANTIAL CONSUMMATION.

Capitalized terms herein shall have the meanings set forth in Section II.A., below.

II.
DEFINED TERMS, RULES OF INTERPRETATION,
COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms.

As used in this Plan, the following terms have the meanings specified below, which meanings are equally applicable to both the singular and plural forms of the terms defined:

Administrative Bar Date: The Bar Date for Administrative Claims specified in Section III.B. of this Plan.

1 Administrative Claim: Any Claim for: (a) any cost or expense of administration (including,
2 without limitation, the fees and expenses of Professionals) of the Chapter 11 case asserted or arising
3 under Bankruptcy Code Sections 503, 507(a)(2) or 1114(e)(2) including, but not limited to, (i) any
4 actual and necessary post-Petition Date cost or expense of preserving the Debtor's estate or
5 operating the business of the Debtor, (ii) any payment to be made under this Plan to cure a default
6 on an assumed executory contract or unexpired lease, (iii) any post-Petition Date cost, indebtedness
7 or contractual obligation duly and validly incurred or assumed by the Debtor in the ordinary course
8 of business, (iv) compensation and reimbursement of expenses of Professionals to the extent
9 Allowed by the Bankruptcy Court under Bankruptcy Code Sections 328, 330(a) or 331, and (v) any
10 fees or charges assessed against the Debtor's estate under Section 1930 of the title 28 of the United
11 States Code
12

13 Allowance: Entry of a Final Order wholly or partly allowing a Claim or Interest.

14 Allowed: With respect to any Claim: (a) a Claim that is not a Disputed Claim and either (i)
15 such Claim has been scheduled by the Debtor in its Schedules as most recently amended as
16 undisputed, non-contingent and liquidated; and/or (ii) a proof of claim has been filed by the
17 applicable Bar Date or has otherwise been deemed timely filed under applicable law; or (b) has been
18 Allowed by a Final Order. Nothing in this definition or this Plan limits the rights of the Debtor or
19 the Reorganized Debtor to object to or seek subordination or estimation of an Allowed Claim within
20 the time periods specified under applicable law or an order of the Bankruptcy Court. For purposes
21 of determining the amount of an Allowed Claim, there shall be deducted therefrom (a) all payments
22 made on or after the Petition Date on account of such Claim, and (b) an amount equal to the amount
23 of any claim which the Debtor may hold against the Holder thereof, to the extent such claim may be
24 set off pursuant to Bankruptcy Code Section 553.
25

1 Allowed Amount: Where a Claim or Interest is Allowed, the amount in which such Claim or
2 Interest has been Allowed, as determined under this Plan, the Bankruptcy Code and the Bankruptcy
3 Rules.

4 Allowed Claim: A Claim that is Allowed.

5 Allowed Interest: An Interest that is Allowed.

6 Assets: Any and all real and personal Property of the Debtor of any kind or nature,
7 including, without limitation, any real estate, buildings, structures, improvements, privileges, rights,
8 easements, leases, subleases, licenses, goods, materials, supplies, furniture, fixtures, equipment,
9 work in process, accounts, chattel paper, Cash, deposit accounts, reserves, deposits, contractual
10 rights, intellectual Property rights, claims, Rights of Action and any other general intangibles, and
11 all proceeds and products of the foregoing, including, without limitation, all Property of the Debto's
12 estate pursuant to Bankruptcy Code Section 541.

13 Avoidance Actions: Any and all claims and causes of action which the Debtor, a trustee,
14 debtor-in-possession, the estate, the Creditor's Committee or other appropriate party in interest may
15 assert under Bankruptcy Code Sections 502, 510, 522(f), 522(h), 542, 543, 544, 545, 547, 548, 549,
16 550, 551, 553 and 724(a), including the Debtor's right of setoff, recoupment, contribution,
17 reimbursement, subrogation or indemnity (as those terms are defined by the non-bankruptcy law of
18 any relevant jurisdiction) and any other indirect claim of any kind whatsoever, whenever and
19 wherever arising or asserted. The Avoidance Actions include but are not limited to the Preference
20 Actions.
21

22 Ballot: The ballot accompanying the Disclosure Statement upon which Holders of Impaired
23 Claims entitled to vote on this Plan may indicate their acceptance or rejection of this Plan in
24 accordance with the instructions regarding voting.
25

1 Bankruptcy Code: Title 11 of the United States Code, as amended, as applicable to the
2 Chapter 11 Case.

3 Bankruptcy Court: The United States Bankruptcy Court for the Northern District of
4 California (San Jose Division).

5 Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, as amended, as applicable
6 to the Chapter 11 Case and any Local Rules of the Bankruptcy Court.

7 Bar Date: The Unsecured Claims Bar Date, the Administrative Bar Date, and the Rejection
8 Claim Bar Date, as applicable.

9 Business Day: Any day which is not a Saturday, Sunday, a “legal holiday” as defined in
10 Bankruptcy Rule 9006, or a day on which banking institutions in the State of California are
11 authorized or obligated by law, executive order or governmental decree to be closed.

12 Cash: Cash and cash equivalents, including, but not limited to, bank deposits, wire transfers,
13 checks, and readily marketable securities, instruments and obligations of the United States of
14 America or instrumentalities thereof.

15 Chapter 11 Case: The case under Chapter 11 of the Bankruptcy Code commenced by the
16 Debtor in the Bankruptcy Court.

17 Claim: Any right to payment from the Debtor, whether or not such right is reduced to
18 judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed,
19 legal, equitable, secured, or unsecured, known or unknown; or any right to an equitable remedy for
20 breach of performance if such breach gives rise to a right of payment from the Debtor, whether or
21 not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured,
22 disputed, undisputed, secured or unsecured, including, without limitation, any claim against any of
23 the Debtor as defined in Bankruptcy Code Section 101(5).
24
25

Class: A category of Holders of Claims or Interests as set forth in this Plan.

1 Confirmation Date: The date upon which the Plan Confirmation Order is entered by the
2 Bankruptcy Court in its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

3 Creditor: Any Entity that is the Holder of any Claim against the Debtor.

4 Creditors' Committee: The Official Committee of Creditors Holding Unsecured Claims
5 appointed in the Chapter 11 Case pursuant to Bankruptcy Code Section 1102.

6 Debtor or Debtor-in-Possession: Cimino Brokerage Company dba Cimino Brothers Produce,
7 the debtor in the Chapter 11 Case.

8 Disallowed: Any Claim or Interest, or portion thereof, which: (a) has been withdrawn, in
9 whole or in part; or (b) is scheduled by the Debtor in its Schedules as most recently amended as
10 contingent, disputed or unliquidated and the Holder of such Claim or Interest has not filed a proof of
11 Claim or Interest by the applicable Bar Date; or (c) has been Disallowed, in whole or in part, by
12 Final Order of a court of competent jurisdiction. In each case a Disallowed Claim or a Disallowed
13 Interest is disallowed only to the extent of disallowance or withdrawal.

14 Disallowed Claim: A Claim, or any portion thereof, that is Disallowed.

15 Disclosure Statement: The disclosure statement for this Plan approved by the Bankruptcy
16 Court.

17 Disputed: Any Claim or Interest as to which the Debtor, the Creditors' Committee, the
18 Reorganized Debtor, or any other party in interest has, within the time permitted under applicable
19 law, interposed an objection or request for estimation or subordination or is otherwise disputed by
20 the Debtor, the Creditors' Committee, the Reorganized Debtor, or any other party in interest with
21 standing in accordance with applicable law, which objection, pending litigation, request for
22 estimation or subordination or dispute has not been withdrawn or determined by a Final Order.

23 Effective Date: The date that this Plan becomes effective, which date will be the first
24 business day of the first full calendar month which is at least fourteen (14) days following the date
25

1 of entry of the Plan Confirmation Order, assuming there has been no order entered staying the
2 effectiveness of the Plan Confirmation Order. If there has been an order entered staying the
3 effectiveness of the Plan Confirmation Order, the Effective Date shall be the first business day after
4 the stay is no longer in effect with respect to the Plan Confirmation Order.

5 Entity: An entity as defined in Bankruptcy Code Section 101(15), including, but not limited
6 to, an individual, corporation, partnership or governmental unit.

7 File: Duly filing a document, notice, claim, pleading or other paper with the Bankruptcy
8 Court, including service of such document, notice, claim, pleading or other paper as prescribed by
9 this Plan and/or the Bankruptcy Rules.

10 Final Decree: The decree contemplated under Bankruptcy Rule 3022.

11 Final Order: An order, ruling, or judgment, the operation or effect of a judgment or other
12 decree issued and entered by the Bankruptcy Court or by any state or other federal court or other
13 court of competent jurisdiction which has not been reversed, vacated, stayed, modified or amended
14 and as to which: (a) the time to appeal or petition for review, rehearing, certiorari, reargument or
15 retrial has expired and as to which no appeal or petition for review, rehearing, certiorari, reargument
16 or retrial is pending; or (b) any appeal or petition for review, rehearing, certiorari, reargument or
17 retrial has been finally decided and no further appeal or petition for review, rehearing, certiorari,
18 reargument or retrial can be taken or granted.

19 Holder: An Entity holding an Interest or Claim.

20 Impaired: A Claim or Class of Claims that is impaired within the meaning of Bankruptcy
21 Code Section 1124.

22 Interest: Any equity interest in the Debtor.

23 Lien: Any charge against or interest in Property to secure payment or performance of a
24 claim, debt or obligation.

1 Petition Date: November 24, 2009.

2 Plan: This Plan of Reorganization Dated as of April 23, 2010 proposed by the Debtor,
3 including all exhibits, appendices, schedules and annexes, if any, attached hereto, as submitted by
4 the Debtor, as such Plan may be altered, amended, supplemented or modified from time to time in
5 accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Plan
6 Confirmation Order and the terms and conditions of this Plan.

7 Plan Confirmation Order: The order of the Bankruptcy Court confirming this Plan pursuant
8 to Bankruptcy Code Section 1129.

9 Priority Claims: Those Claims afforded priority under Bankruptcy Code Sections 507(a) and
10 (b), excluding Administrative Claims and Priority Tax Claims.

11 Priority Tax Claims: Those Claims afforded priority under Bankruptcy Code Section
12 507(a)(8).

13 Professional: An Entity: (a) employed in the Chapter 11 Case prior to the Effective Date
14 pursuant to a Final Order in accordance with Bankruptcy Code Sections 327, 328 and/or 1103; or (b)
15 employed by the Reorganized Debtor after the Effective Date.

16 Professional Fees: Fees and expenses incurred by a Professional.

17 Property: All Assets or property of the Debtor's estate of any nature whatsoever, real or
18 personal, tangible or intangible, including, but not limited to, contract rights, accounts and Rights of
19 Action, previously or now owned by the Debtor, or acquired by the Debtor's estate, as defined in
20 Bankruptcy Code Section 541.

21 Reorganized Debtor: The Debtor on and after the Effective Date.

22 Rights of Action: All actions, causes of action, suits, rights of action, counterclaims, cross-
23 claims, rights of setoff, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties,
24 covenants, contracts, controversies, agreements, promises, variances, trespasses, damages or
25

1 judgments arising under any theory of law or equity, including, without limitation, the Bankruptcy
2 Code, all claims against Holders of Claims and/or Interests, parties having dealings, relationships or
3 transactions with or related to the Debtor, any party named or identified in the Schedules or any
4 pleadings filed in the Chapter 11 Case, held by or in favor of the Debtor or its estate whether or not
5 commenced as of the Effective Date. The Rights of Action also include, but are not limited to, the
6 Avoidance Actions.

7
8 Schedules: The Debtor's schedules of assets and liabilities, statements of financial affairs,
9 and such other schedules filed with the Bankruptcy Court by the Debtor in accordance with
10 Bankruptcy Code Section 521, the Official Bankruptcy Forms, and the Bankruptcy Rules, as
11 amended from time to time.

12 Secured Claim: Any Claim arising before the Petition Date that is: (a) secured in whole or
13 part, as of the Petition Date, by a Lien which is valid, perfected and enforceable under applicable
14 law on Property in which the Debtor has an interest and is not subject to avoidance under the
15 Bankruptcy Code or applicable non-bankruptcy law, or (b) subject to setoff under Bankruptcy Code
16 Section 553; provided, however, with respect to both (a) and (b), only to the extent of such Debtor's
17 interest in the value of the assets or Property securing any such Claim or the amount subject to
18 setoff, as the case may be.

19
20 Unsecured Claim: Any Claim that is classified in Class 16, but only to the extent such Claim
21 is not a Secured Claim.

22 Unsecured Claims Bar Date: March 16, 2010 Bar Date pertaining to non-governmental
23 unsecured claims established by the Bankruptcy Court.

24 U.S. Trustee: The United States Trustee for the Northern District of California.

25 Other Definitions: Unless the context otherwise requires, any capitalized term used and not
defined herein or elsewhere in this Plan but that is defined in the Bankruptcy Code shall have the

1 meaning assigned to that term in the Bankruptcy Code. Unless otherwise specified, all section,
2 schedule or exhibit references in this Plan are to the respective section in, article of, or schedule or
3 exhibit to, this Plan, as the same may be amended, waived, or modified from time to time. The
4 words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan
5 as a whole and not to any particular section, subsection, or clause contained in this Plan.
6

7 **B. Rules of Interpretation, Computation of Time and Governing Law.**

8 For purposes of this Plan: (a) whenever from the context it is appropriate, each term, whether
9 stated in the singular or the plural, shall include both the singular and the plural, and each pronoun,
10 whether stated in the masculine, feminine or neuter gender, shall include the masculine, feminine
11 and the neuter gender; (b) any reference in this Plan to a contract, instrument, release, Indenture or
12 other agreement or document being in a particular form or on particular terms and conditions means
13 that such document shall be substantially in such form or substantially on such terms and conditions;
14 (c) any reference in this Plan to an existing document or exhibit filed, or to be filed, shall mean such
15 document or exhibit, as it may have been or may be amended, modified or supplemented; (d)
16 captions and headings to articles and sections are inserted for convenience of reference only and are
17 not intended to be a part of or to affect the interpretation of this Plan; (e) the rules of construction set
18 forth in Bankruptcy Code Section 102 shall apply; and (f) any term used in capitalized form in this
19 Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall
20 have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as the
21 case may be.
22

23 In computing any period of time prescribed or allowed by this Plan, the provisions of
24 Bankruptcy Rule 9006(a) shall apply.

25 Except to the extent that the Bankruptcy Code or the Bankruptcy Rules are applicable, and
subject to the provisions of any contract, instrument, release, indenture or other agreement or

1 document entered into in connection with this Plan, the rights and obligations arising under this Plan
2 shall be governed by, and construed and enforced in accordance with, the laws of the State of
3 California.

4 To the extent of any inconsistency between the terms of the Plan Confirmation Order and the
5 terms of this Plan or any other document or agreement submitted, prepared or approved in
6 connection with this Plan, the Plan Confirmation Order shall prevail. To the extent of any
7 inconsistency between the terms of this Plan and any other document or agreement submitted,
8 prepared or approved in connection with this Plan, this Plan shall prevail.
9

10 III.

11 CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS

12 A. General Overview.

13 As required by the Bankruptcy Code, the Plan classifies claims and interests in various
14 classes according to the priorities of payment provided in the Bankruptcy Code. The Plan states
15 whether each class of claims or interests is impaired or unimpaired. The Plan provides the treatment
16 each class will receive under the Plan.
17

18 B. Unclassified Claims

19 Certain types of claims are not placed into voting classes; instead they are unclassified. They
20 are not considered impaired and they do not vote on the Plan because they are automatically entitled
21 to specific treatment provided for them in the Bankruptcy Code. As such, the Debtor has not placed
22 the following claims in a class.

23 I. Administrative Expenses

24 Administrative expenses are claims for costs or expenses of administering the Debtor's
25 Chapter 11 case which are allowed under Bankruptcy Code Section 507(a)(2). The Bankruptcy
Code requires that all administrative claims be paid on the Plan Effective Date unless a particular

1 claimant agrees to a different treatment. The following chart lists all of the Debtor's § 507(a)(2)
 2 administrative claims and their treatment under the Plan.

<u>NAME</u>	<u>AMOUNT OWED</u>	<u>TREATMENT</u>
Clerk's Office Fees	\$0	Paid in full on the Plan Effective Date.
Office of the United States Trustee ("OUST")	\$0	Paid in full on the Plan Effective Date
Levene, Neale, Bender, Rankin & Brill L.L.P. ("LNBRB"), bankruptcy counsel to the Debtor	\$25,000 (est.) (net of pre-petition retainer)	Paid in full on the later of the Plan Effective Date and the date the Court enters an order allowing such fees and expenses.
Crowe Horwath LLP, accountants to the Debtor	\$235,000 (est.)	Paid in full on the later of the Plan Effective Date and the date the Court enters an order allowing such fees and expenses.
Manasian & Rougeau, LLP, bankruptcy counsel to the Creditors' Committee	\$40,000 (est.)	Paid in full on the later of the Plan Effective Date and the date the Court enters an order allowing such fees and expenses.
Post-Petition Non-Professional Fee Administrative Expenses	\$0	Paid in full out of the Debtor's funds in the ordinary course of the Debtor's business following the entry of an order of the Court if a dispute exists between the Debtor and the administrative claim holder.
TOTAL	\$300,000 (est.)	Paid in the manner described above.

21 Court Approval of Fees Required:

22
 23 The Court must approve all professional fees and expenses listed in this chart before they
 24 may be paid. For all professional fees and expenses except fees owing to the Clerk of the
 25 Bankruptcy Court and fees owing to the OUST, the professional in question must file and serve a properly noticed fee application and the Court must rule on the application. Only the amount of fees

1 and expenses allowed by the Court will be required to be paid under the Plan. The administrative
2 claim amounts set forth above simply represent the Debtor's best estimates as to the amount of
3 allowed administrative claims in this case. The actual administrative claims may be higher or lower.
4 Much of whether the actual administrative claims described above for professionals will be
5 dependent upon whether the Debtor is required to engage in substantial litigation regarding the
6 confirmation of the Plan and/or objecting to claims. By voting to accept the Plan, creditors are not
7 acknowledging the validity of, or consenting to the amount of, any of these administrative claims,
8 and creditors are not waiving any of their rights to object to the allowance of any of these
9 administrative claims. Similarly, professionals who have been employed in this Case are not being
10 deemed to have agreed that the figures contained herein represent any ceiling on the amount of fees
11 and expenses that they have incurred or are entitled to seek to be paid pursuant to Court order as
12 such fees and expenses are just estimates provided at the time of the preparation of this Disclosure
13 Statement.
14

15 To the extent allowed administrative claims are allowed prior to the Effective Date, such
16 allowed administrative claims may be paid by the Debtor out of the Debtor's funds. To the extent
17 allowed administrative claims are allowed after the Effective Date, such allowed administrative
18 claims will be paid by the "new value" contribution and, if necessary, Reorganized Debtor out of its
19 operating funds.
20

21 **2. Priority Tax Claims**

22 Priority tax claims include certain income, employment and other taxes described by 11
23 U.S.C. § 507(a)(8) not secured by a lien in the Debtor's assets. The Bankruptcy Code requires that
24 each holder of such a Section 507(a)(8) priority tax claim receive the present value of such claim in
25 regular installment payments in cash (i) of a total value, as of the Effective Date of the Plan, equal to
the allowed amount of such claim; (ii) over a period ending not later than five (5) years after the
Petition Date; and (iii) in a manner not less favorable than the most favored nonpriority unsecured

claim provided for under the Plan. The following table lists all of Debtor's § 507(a)(8) priority tax claims and its treatment under this Plan:

<u>CLAIMANT</u>	<u>TREATMENT</u>
City of Laredo Tax Dept. - \$13,718.36	Priority tax claims will be paid in full, with interest thereon at the rate specified in 26 U.S.C. § 6621 on the Effective Date (est. 8%), over a period of 48 months after the Effective Date.
Internal Revenue Service - \$270.00	
Internal Revenue Service - \$7,749.94	
Internal Revenue Service - \$7,750.20	
TexWor Cashier - \$41.89	
United ISD Tax Office - \$25,732.38	Payment Interval – monthly Interest rate – 8% Pmt amount/interval – \$1,800
Webb County Tax Assessor - \$16,612.47	

C.. Classified Claims and Interests

1. Classes of Secured Claims

Secured claims are claims secured by liens against property of the estate. The following chart sets forth the description and treatment of each of the Debtor's secured claims:

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
1	Secured claim of: <ul style="list-style-type: none"> • Name = Bank of America • Collateral description = Single family residence located at 10615 Mountain Cr., Laredo, Texas 78045 (first priority) 	N	No; allowed claims in this class are not entitled to vote on the Plan.	Debtor anticipates that the residence will be sold within 60 days of the Effective Date, at which time secured debt will be paid in full. Pending sale of property, payments will continue pursuant to loan documents Pmt amount = \$2,450 per month The foregoing treatment

	<ul style="list-style-type: none"> • Collateral value = \$415,000 • Total claim amount = \$235,000 est. 			<p>shall be in full and complete satisfaction of such secured claim.</p>
2	<p>Secured claim of:</p> <ul style="list-style-type: none"> • Name = Chase Home Finance • Collateral description = Single family residence located at 10615 Mountain Cr., Laredo, Texas 78045 (second priority) • Collateral value = \$415,000 • Total claim amount = \$30,000 est. 	N	<p>No; allowed claims in this class are not entitled to vote on the Plan.</p>	<p>Debtor anticipates that the residence will be sold within 60 days of the Effective Date, at which time secured debt will be paid in full.</p> <p>Pending sale of property, payments will continue pursuant to loan documents</p> <p>Pmt amount = \$350 per month</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
3	<p>Secured claim of:</p> <p>Name = Bank of America</p> <ul style="list-style-type: none"> • Collateral description = Cooling warehouse and <u>cooling equipment</u> located in Laredo, Texas (first priority, but junior too 	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Pursuant to agreement with secured creditor, the principal amount of the debt will be reduced by \$5,583.49 which consists of three months principal payments. Additionally, Debtor shall use best efforts to sell the icing equipment (per agreement with secured creditor, Debtor will have 90 days to do so without prejudice to any parties should a sale not occur within such timeframe), the proceeds of which will be turned over to</p>

1		property taxes with respect to real property)			secured creditor and applied to outstanding balance in secured creditor' discretion. The balance of the claim shall be a term note, bearing interest at the rate of 7.5% per annum, until paid.
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3		• Collateral value = \$2,200,000 est. (includes real property and cooling equipment)			Pending satisfaction of secured claim, claimant will retain lien on property.
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5		• Total claim amount = \$1,061,066 est.			The foregoing treatment shall be in full and complete satisfaction of such secured claim.
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10	4	Secured claim of:	N	Impaired; allowed claims in this class are entitled to vote on the Plan.	Claim will be paid over the balance of the loan term with payments of approx. \$8,000 per month.
11		Name = South Texas Business Fund			Pending satisfaction of secured claim, claimant will retain lien on property.
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13		• Collateral description = Cooling warehouse and cooling equipment located in Laredo, Texas (second priority)			The foregoing treatment shall be in full and complete satisfaction of such secured claim.
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19		• Collateral value = \$2,200,000 est.			
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21		• Total claim amount = \$680,000 est.			
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24		South Texas Business Fund (Laredo cooler equipment and building - 2 nd priority)			
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1 2 3 4 5 6 7 8 9 10 11 12 13	5	Secured claim of: Name = Bank of the West • Collateral description = sweeper and scissorlift equipment • Collateral value = \$18,000 est. • Total claim amount = \$19,500 est. (\$18,000 secured claim and \$1,500 general unsecured claim)	N	Impaired; allowed claims in this class are entitled to vote on the Plan.	Claim will be paid over a period of nine (9) months after the Effective Date, with payments of approx. \$850 per month for the first eight (8) months and a final payment of approx. \$10,650 in month 9. Pending satisfaction of secured claim, claimant will retain lien on property. The foregoing treatment shall be in full and complete satisfaction of such secured claim.
14 15 16 17 18 19 20 21 22 23	6	Secured claim of: Name = Bank of the West • Collateral description = forklifts • Collateral value = unknown, but less than asserted claim Total claim amount = \$90,000 est.	N	No; allowed claims in this class are not entitled to vote on the Plan.	On the Effective Date, collateral will be surrendered to claimant in full and complete satisfaction of its secured claim herein.
24 25	7	Secured claim of: Name = Bank of the West	\$89,000 est.	No; allowed claims in this class are not entitled to vote on the	On the Effective Date, collateral will be surrendered to claimant in full and complete satisfaction of its secured claim herein.

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10	8	Secured claim of:	N	Impaired; allowed claims in this class are entitled to vote on the Plan.
11		Name = Cisco Systems Capital Corp.		Claim will be paid over a period of two (2) months after the Effective Date, with payment of approx. \$6,700 in month one and balance of approx. \$3,300 in month 2.
12		• Collateral description = VOIP Telephone Equipment		Pending satisfaction of secured claim, claimant will retain lien on property.
13		• Collateral value = \$10,000 est.		The foregoing treatment shall be in full and complete satisfaction of such secured claim.
14		• Total claim amount = \$100,000 est. (\$10,000 secured claim and \$90,000 general unsecured claim)		
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22	9	Secured claim of:	N	No; allowed claims in this class are not entitled to vote on the Plan.
23		Name = Chase Auto Finance		The Debtor is in the process of selling this asset in excess of the amount of the secured debt. The proceeds of the sale shall be used to pay the balance of the secured claim in full.
24		• Collateral description = 2006 Ford Mustang		Pending satisfaction of secured claim, claimant will retain lien
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	<ul style="list-style-type: none"> • Collateral value = \$35,000 est. <p>Total claim amount = \$16,000 est.</p>			<p>on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
10	<p>Secured claim of:</p> <p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> • Collateral description = 2006 Ford F-150 Truck • Collateral value = \$10,000 est. <p>Total claim amount = \$2,400 est.</p>	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Claim will be paid over a period of three (3) months, with payments of approx. \$800 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
11	<p>Secured claim of:</p> <p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> • Collateral description = 2008 Ford Expedition • Collateral value = \$25,000 est. <p>Total claim amount = \$17,000 est.</p>	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Claim will be paid over a period of 16 months, with payments of approx. \$1,100 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
12	<p>Secured claim of:</p>	N	<p>Impaired; allowed</p>	<p>Claim will be paid over a period of 22 months, with</p>

	<p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> Collateral description = 2008 Ford Explorer - located in Salinas Collateral value = \$20,000 est. <p>Total claim amount = \$16,000 est.</p>		<p>claims in this class are entitled to vote on the Plan.</p>	<p>payments of approx. \$750 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
13	<p>Secured claim of:</p> <p>Name = Ford Motor Credit</p> <ul style="list-style-type: none"> Collateral description = 2008 Ford Explorer - located in Laredo Collateral value = \$20,000 est. <p>Total claim amount = \$26,000 est. (\$20,000 secured claim and \$6,000 unsecured deficiency claim)</p>	N	<p>Impaired; allowed claims in this class are entitled to vote on the Plan.</p>	<p>Claim will be paid over a period of 58 months, with payments of approx. \$500 per month.</p> <p>Pending satisfaction of secured claim, claimant will retain lien on property.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such secured claim.</p>
14	<p>Secured claim of:</p> <p>Name = GMAC</p> <ul style="list-style-type: none"> Collateral 	N	<p>Impaired; allowed claims in this class are entitled to</p>	<p>Claim will be paid over a period of one (1) month, with payment of approx. \$1,300.</p> <p>Pending satisfaction of secured</p>

	description = 2007 GMC Yukon • Collateral value = \$20,000 est. Total claim amount = \$1,300 est.		vote on the Plan.	claim, claimant will retain lien on property. The foregoing treatment shall be in full and complete satisfaction of such secured claim.
15	Secured claim of: N Name = Wells Fargo Bank • Collateral description = Substantially all assets of Debtor (including, without limitation, cash, accounts receivable, inventory, fixtures, furnishings and equipment, and intellectual property) excluding real property, vehicles and equity in Mexican subsidiary Priority - First/Senior • Collateral value = \$2,000,000 est. Total claim		Impaired; allowed claims in this class are entitled to vote on the Plan.	During the pendency of this case, approximately \$410,000 in adequate protection payments was made to claimant, which amount will be applied as a credit against the secured claim, reducing the secured claim to \$1,590,000. Claim will be paid over a period of 60 months after the Effective Date. Interest shall be consistent with non-default loan terms. Pending satisfaction of secured claim, claimant will retain lien on property. Additionally, claimant shall retain its lien in the Laredo litigation against Temple with the same extent, validity and priority as claimant was entitled to on the Petition Date. To the extent that claimant receives distributions on account of such collateral, the unsecured deficiency portion of the claim will be reduced accordingly. The foregoing treatment shall be in full and complete satisfaction of such secured

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	amount = \$6,300,000 est. (\$2,000,000 secured claim and \$4,300,000 unsecured deficiency claim)			claim.
15.1	<p>Secured claim of:</p> <p>Name = Temple- Inland, Inc.</p> <ul style="list-style-type: none"> Collateral description = Substantially all assets of Debtor excluding real property, vehicles and equity in Mexican subsidiary <p>Priority – Junior to Wells Fargo Bank</p> <ul style="list-style-type: none"> Collateral value available for claim = \$0 <p>Total claim amount = \$913,000 (\$0 secured claim and \$913,000 unsecured deficiency claim)</p>	N	Impaired; Deemed to have rejected the Plan; Not are entitled to vote on the Plan.	<p>The Debtor asserts that there is insufficient value in the Debtor's collateral to provide a security interest to TIN, whose alleged security interest is junior to that of Wells Fargo Bank. Based on the foregoing, Temple will receive no distribution on account of Claim 15.1, with the treatment for such claim to be included in Class 16. In the event that a determination is made at Plan confirmation that Temple is entitled to a secured claim, the Debtor proposes to pay the secured portion of such claim over a period of five (5) years at market interest, as may be determined at Plan confirmation, but which the Debtor estimates to be 6% per annum.</p> <p>Additionally, this claim is subject to pending litigation, including offset, and is therefore disputed.</p>

1 **2. Classes of Priority Unsecured Claims**

2 Certain priority claims that are referred to in Bankruptcy Code Sections 507(a)(3), (4), (5),
3 (6), and (7) are required to be placed in classes. These types of claims are entitled to priority
4 treatment as follows: the Bankruptcy Code requires that each holder of such a claim receive cash on
5 the Effective Date equal to the allowed amount of such claim. However, a class of unsecured
6 priority claim holders may vote to accept deferred cash payments of a value, as of the Effective
7 Date, equal to the allowed amount of such claim. The Debtor does not believe that there are any
8 claims against the Debtor which may fall into such a class.

9 **3.. Classes of General Unsecured Claims**

10 General unsecured claims are unsecured claims not entitled to priority under Bankruptcy
11 Code Section 507(a). The following chart identifies the Plan's treatment of the classes containing
12 all of the Debtor's non-priority general unsecured claims:
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CLASS #	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
16	All allowed general unsecured claims, estimated To be \$1,800,000 of vendor debt plus approx. \$5,300,000 in unsecured deficiency claims (including Temple's claim), for total unsecured claims of approx. \$7,100,000	Impaired; allowed claims in this class are entitled to vote on the Plan.	On the Effective Date, claimants will receive, in the aggregate, \$100,000 from the "new value" contribution. Thereafter, commencing in month 13 and continuing through month 60, claimants will receive on a quarterly basis, in the aggregate, 50% of available cash on hand at the end of the quarter after all expenses and a \$750,000 operational cash reserve. Based on the Debtor's projections, the Debtor estimates that it will be able to pay 100% of allowed Class 16 claims during such repayment period. However, Class 16 shall be guaranteed a minimum distribution of \$75,000 per quarter during such

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			<p>repayment period. Based on the foregoing, Class 16 is guaranteed to receive not less than \$1,300,000 during the Plan repayment period, although the Debtor estimates that all claims will be satisfied in full during such time.</p> <p>There shall be no prepayment penalties for the Debtor's early payment of any amounts owed to class 16 claim holders pursuant to the treatment of class 16 claims.</p> <p>The foregoing treatment shall be in full and complete satisfaction of such Class 16 claims.</p>
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4. Class of Interest Holders

Interest holders are the parties who hold an ownership interest (i.e., equity interest) in the Debtor. The following chart identifies the Plan's treatment of the class of interest holders:

CLASS #	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
17	All equity holders in the Debtor.	Impaired; deemed to have rejected the Plan	<p>On the Plan Effective Date, all class 17 interests will be deemed cancelled, terminated, extinguished and of no further force and effect and will no longer constitute an equity interest in the Debtor without the need for either the Debtor or the class 17 interest holders to take any further action. Interest holders will not receive any distribution or retain any property under the Plan on account of their equity interests in the Debtor.</p> <p>Instead, 100% interest in the Reorganized Debtor shall be issued to the Contributor.</p>

1 **D. Effect of Confirmation of the Plan.**

2 **1. Vesting of Assets in the Reorganized Debtor.**

3 On the Effective Date, all Assets of the Debtor and its estate shall vest as in the Reorganized
4 Debtor.

5 **2. Authority to Effectuate the Plan.**

6 Upon the Effective Date, all matters provided under the Plan shall be deemed to be
7 authorized and approved without further approval or order from the Bankruptcy Court. The
8 Reorganized Debtor shall be authorized, without further application to or order of the Bankruptcy
9 Court, to take whatever action is necessary to carry out the Plan and to effectuate the distributions
10 provided for under the Plan, subject to the provisions of the Plan.
11

12 **3. Dissolution of the Creditors' Committee and Formation of Post-Confirmation**
13 **Committee**

14 On the Effective Date, the Creditors' Committee will be deemed dissolved and its members
15 will be released and discharged from all further duties and obligations arising from or related to the
16 Chapter 11 Case.

17 On the Effective Date, a Post-Confirmation Committee may be designated by the Creditors'
18 Committee to (a) monitor the Reorganized Debtor's operations after the Effective Date; and (2)
19 analyze and prosecute claims and causes of actions against the Debtor's insiders. As is the case with
20 the Creditors' Committee, the Post-Confirmation Committee shall serve without compensation.
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1 **E. Implementation and Means of Execution of the Plan.**

2 **1. Management of the Reorganized Debtor.**

3 The Debtor currently anticipates that Armand Cimino, Stephanie Cimino and Vince Cimino
4 will be employed by the Reorganized Debtor as management to carry out its business operations and
5 will continue to receive compensation commensurate with current levels.

6 Armand Cimino is responsible for managing and overseeing the Debtor's Texas and Mexico
7 operations. In 1996, Armand Cimino moved to Mexico and established production and the post
8 harvest processes. Additionally, he developed the quality control systems, food safety procedures,
9 accounting, maintenance, packing, and purchasing. He is responsible for managing relationships
10 with growers, scheduling harvesting and ensuring quality control. In 2005-2006, Armand facilitated
11 the acquisition and construction of the Laredo operation. Armand coordinates the operations
12 between the Debtor and its subsidiary in Mexico. In 2008, the Debtor was the largest fresh broccoli
13 shipper in Mexico and it was the largest shipper of Asian cut broccoli crowns in North America. As
14 of April 19, 2010, Armand Cimino receives compensation of \$4,702.71 bi-monthly.

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16 Stephanie Cimino is a part of the core team in Texas and Mexico. Ms. Cimino manages and
17 operates the Debtor's operations in Texas and coordinates operations in Mexico, along with Armand
18 Cimino. She focuses on the daily operation, from a management and administrative side, to assist the
19 Debtor in operating efficiently. As of April 19, 2010, Stephanie Cimino receives compensation of
20 \$4,702.71 bi-monthly.

21
22 Vince Cimino heads the Salinas, California office, which is responsible for all sales,
23 marketing and administrative functions for the Debtor. He is also the Debtor's Chief Financial
24 Officer (CFO). In addition to his duties as CFO, Vince Cimino is responsible for establishing and
25 managing relationships with key customers and carrying out administrative functions related to the

1 day-to-day operations. As of April 19, 2010, Vince Cimino receives compensation of \$9,405.45 bi-
2 monthly.

3 The Debtor does not anticipate any other persons to be involved in the Debtor's
4 management. Notwithstanding the foregoing, demands of the Debtor may change and the Debtor
5 may need to make appropriate adjustments as necessary, provided that such changes do not impair
6 the Reorganized Debtor's ability to perform under the Plan, absent further order of this Court.

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8 **2. Funding of the Plan.**

9 Initially, the Plan will be funded with a \$350,000 "new value" contribution. Thereafter, plan
10 payments will be funded from the Debtor's continued operations, as set forth in the projections
11 appended hereto.

12 **3. The Rights of Action.**

13 The Reorganized Debtor shall be authorized and empowered to pursue and prosecute, to
14 settle, or to decline to pursue, any and all claims and causes of action of the estate which were not
15 commenced prior to the Effective Date. The Bankruptcy Court shall retain jurisdiction over all such
16 actions.

17 The Reorganized Debtor may, but shall not be required to, set-off against any Claim and the
18 distributions to be made pursuant to the Plan in respect of such Claim, any action the Reorganized
19 Debtor may have against the Holder of the Claim, but neither the failure to do so nor the allowance
20 of any Claim shall constitute a waiver or release by the Reorganized Debtor of any such action, set-
21 off or recoupment which the Reorganized Debtor may have against such Holder.

22
23 Except as expressly provided in the Plan, nothing in this Disclosure Statement, the Plan, the
24 Plan Confirmation Order or any other order or document shall constitute or be deemed to constitute
25 a waiver or release of any claim, cause of action, right of setoff, or other legal or equitable defense
that the Debtor or any other party in interest had prior to the Effective Date. On the Effective Date,

1 all such claims, causes of action, rights and defenses held by the Debtor shall be deemed transferred
2 and conveyed to the Reorganized Debtor as successor in interest.

3 **4. Corporate Action.**

4 Each of the matters provided for under the Plan involving any corporate action to be taken or
5 required by the Debtor shall, as of the Effective Date, be deemed to have occurred and be effective
6 as provided herein, and shall be authorized and approved in all respects without any requirement of
7 further action by management of the Debtor.
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10 **IV.**

11 **CLAIMS RESOLUTION AND DISTRIBUTIONS**

12 **A. Objections to Claims.**

13 The Debtor or the Reorganized Debtor, as the case may be, shall review all claims filed or
14 deemed filed and may object to or seek subordination of any claim filed or scheduled in this
15 bankruptcy case (unless the Court has already entered an order allowing a claim).

16 **B. Late Claims Void.**

17 Unless otherwise expressly ordered by the Bankruptcy Court or otherwise provided by the
18 Plan, any Claim filed after the Claims Bar Date shall be void and of no force or effect, and shall
19 receive no distributions under the Plan.

20 **C. Estimation of Claims.**

21 The Reorganized Debtor may, at any time, request that the Bankruptcy Court estimate any
22 contingent or unliquidated Claim pursuant to Bankruptcy Code Section 502(c) regardless of whether
23 the Debtor, the Creditors' Committee or any other party in interest, previously objected to such
24 Claim, or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court
25 will retain jurisdiction over the Debtor's estate and this Chapter 11 Case to estimate any Claim at
any time prior to the entry of a Final Decree closing this Chapter 11 Case. In the event that the

1 Bankruptcy Court estimates any Claim, that estimated amount will constitute either the Allowed
2 amount of such Claim (for Plan voting, Plan distribution or both) or a maximum limitation on such
3 Claim, as determined by the Bankruptcy Court. If the estimated amount is not binding for Plan
4 distribution purposes, the Reorganized Debtor or any other party in interest may elect to pursue any
5 supplemental ruling of the Bankruptcy Court, including any supplemental objection to the Claim, in
6 connection with Plan distribution purposes.

7
8 **D. Allowed and Disputed Claims.**

9 A Claim shall be deemed Allowed if either (i) such Claim is listed in the Debtor's Schedules
10 (as most recently amended) as liquidated, undisputed and non-contingent, and no objection has been
11 filed to such Claim, or (ii) the Holder of such Claim has filed a proof of such Claim on or before the
12 applicable Claims Bar Date; provided, however, that no objection to such Claim has been filed, no
13 motion has been filed to estimate or subordinate such Claim, and no proceeding is pending disputing
14 the Claim or amount thereof. A Claim which is subject to a proceeding, an objection or a motion for
15 estimation or subordination which has not been Allowed or Disallowed by a Final Order shall be
16 deemed Disputed until resolved by Final Order. All Claims that are not Allowed or Disputed are
17 deemed Disallowed. No Claim shall be deemed Allowed by virtue of the Plan and/or confirmation
18 of the Plan.

19
20 **E. Provisions Regarding Distributions.**

21 **1. Disbursing Agent.**

22 The Reorganized Debtor shall act as the disbursing agent for the purpose of making all
23 distributions provided for under the Plan (the "Disbursing Agent"). The Disbursing Agent shall
24 serve without bond and without compensation for distribution services rendered in connection with
25 the Plan.

1 **2. Distributions to be Made Pursuant to the Plan**

2 a. **Timing of Distributions**

3 Distributions to be made by the Disbursing Agent on account of any claim shall be made as
4 set forth in the Plan, or as promptly thereafter as practicable.

5 b. **Method of Distribution**

6 The Disbursing Agent shall make all distributions by check drawn on a domestic bank or by
7 wire transfer, at the sole election of the Disbursing Agent. The Disbursing Agent shall make such
8 distributions to the address shown on the Debtor's schedules, as they may from time to time be
9 amended in accordance with Bankruptcy Rule 1009, or to a different address as set forth in a proof
10 of claim duly filed with the Court. The Disbursing Agent will not be required to make distributions
11 on account of de minimus allowed claims of less than \$50.00.

12 c. **Unclaimed Property**

13 Payments made pursuant to the terms of the Plan that are unclaimed as of three months
14 following the date on which such distributions are made, whether because such payments have been
15 returned as undeliverable without a proper forwarding address, will be referred to herein as
16 "Unclaimed Property". During the three months following the date any distribution is made
17 pursuant to the Plan (the "Claiming Period"), Unclaimed Property shall be distributed to the holders
18 of allowed claims entitled thereto upon presentment to the Disbursing Agent of satisfactory proof of
19 entitlement. Checks issued by the Disbursing Agent to pay allowed claims shall be null and void if
20 not negotiated within sixty (60) days after the date of issuance thereof. Requests for reissuance of
21 any check shall be made to the Disbursing Agent by the holder of the allowed claim to whom such
22 check was originally issued prior to the expiration of the Claiming Period. On the first day after the
23 expiration of the Claiming Period: (i) holders of allowed claims previously entitled to such
24 Unclaimed Property (including, but not limited to, the holder of any such claim who has failed to
25 make a timely request for reissuance of a voided check) shall no longer be entitled to any payment
on account of its allowed claim; (ii) such claims shall be deemed disallowed for all purposes; and
(iii) the then remaining cash constituting Unclaimed Property with respect to such distribution shall

1 be available for use for any legitimate purpose with respect to the implementation and
2 administration of the Plan.

3 **d. Compliance with Governmental Regulations**

4 In connection with the Plan and any instruments issued in connection therewith, the
5 Reorganized Debtor shall comply with all applicable withholding and reporting requirements
6 imposed by any federal, state or local taxing authority, and all distributions under the Plan shall be
7 subject to any such withholding or reporting requirements.

8 **3. No Distributions on Disputed or Disallowed Claims.**

9 If any Claim is a Disputed Claim, no distribution provided under the Plan shall be made on
10 account of such Claim unless and until such Disputed Claim becomes an Allowed Claim, unless a
11 portion of the Claim which is Disputed is not Disputed, in which case that portion of the Claim
12 which is not Disputed shall be treated as an Allowed Claim for distribution purposes. Once a
13 Disputed Claim becomes an Allowed Claim, the Holder of such Allowed Claim shall receive a
14 distribution in the manner described below. No distributions under the Plan shall be made on
15 account of Claims that have been Disallowed.

16 **F. Set-Offs.**

17 The Reorganized Debtor, as successor to the Debtor, may, pursuant to Bankruptcy Code
18 Section 553 or applicable non-bankruptcy law, set-off against any Allowed Claim and the
19 distributions to be made pursuant to the Plan on account thereof (before any distribution is made on
20 account of such Claim or thereafter), the claims, rights and causes of action of any nature that the
21 Debtor may hold against the Holder of such Allowed Claim. The Holder of a Claim may, pursuant
22 to Bankruptcy Code Section 553 or applicable non-bankruptcy law, set off any Allowed Claim such
23 Holder possesses against any claim, rights or causes of action of any nature that the Reorganized
24 Debtor, as successor to the Debtor, may hold against such Holder. Neither the failure to effect such
25 a set-off nor the allowance of any Claim under the Plan shall constitute a waiver or release by the

1 Debtor, the Reorganized Debtor or such Holders of any such Claims, rights and causes of action that
2 such parties may possess under Bankruptcy Code Section 553.

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4 **V**

5 **INJUNCTION AND EXCULPATION**

6 **A. Discharge.**

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8 On the Plan Effective Date, the Debtor will receive a discharge under the Plan pursuant to
9 and in accordance with the provisions of Section 1141 of the Bankruptcy Code because there has not
10 been a liquidation of all or substantially all of the property of the Debtor's estate and because the
11 Reorganized Debtor will be continuing with the Debtor's current business operations.

12 **B. Injunction.**

13 Except as otherwise expressly provided in the Plan, all entities who have held, hold or may
14 hold Claims or Interests are permanently enjoined, from and after the Effective Date, from: (1)
15 commencing or continuing in any manner any action or other proceeding of any kind on any such
16 Claim or Interest against the Debtor, its estate, or the Reorganized Debtor; (2) the enforcement,
17 attachment, collection or recovery by any manner or means of any judgment, award, decree or order
18 against the Debtor, its estate, or the Reorganized Debtor; (3) creating, perfecting, or enforcing any
19 encumbrance of any kind against the Debtor, its estate, or the Reorganized Debtor and/or against the
20 Property or interests in Property of any of the foregoing; and (4) asserting any right of setoff,
21 subrogation or recoupment of any kind against any obligation due to the Debtor or against the
22 Property of the Debtor, its estate, or the Reorganized Debtor with respect to any such Claim or
23 Interest (hereinafter, collectively the "Estate-Related Claims").

24 In addition, provided that the Reorganized Debtor complies with, and is not in default of, the
25 provisions of the Plan, all entities who have held, hold or may hold Claims or Interests are enjoined,
from and after the Effective Date, from pursuing Estate-Related Claims as against Armand Cimino,

1 Stephanie Cimino and Vince Cimino for a period of two (2) years from the Effective Date, provided
2 that any statute of limitations with respect to such claims is also extended for the same period of
3 time.

4 Notwithstanding anything set forth herein, on and after the Effective Date, the Reorganized
5 Debtor shall have the right to move this Court for an imposition of an injunction, subject to
6 appropriate evidence and basis, as may be appropriate to enjoin actions of third parties against the
7 Reorganized Debtor or its management or personnel which may adversely affect the administration
8 or operation of the Reorganized Debtor after the Effective Date.
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11 **C. Exculpation and Limitation of Liability.**

12 None of the Debtor, the Reorganized Debtor, nor any of their respective present or former
13 members, officers, directors, employees, advisors, or attorneys or other professionals, shall have or
14 incur any liability to the Debtor's bankruptcy estate for any act or omission in connection with,
15 relating to, or arising out of the Chapter 11 Case, including, without limitation, administration of the
16 Chapter 11 Case, any sale of assets of the Debtor, the formulation, negotiation or implementation of
17 the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the
18 confirmation of the Plan, the consummation of the Plan, or the administration of the Plan or the
19 property to be distributed under the Plan, except for their fraud, gross negligence or willful
20 misconduct, and in all respects such parties shall be entitled to reasonably rely upon the advice of
21 counsel with respect to their duties and responsibilities in the Chapter 11 Case and under the Plan.
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VI.

OTHER PLAN EFFECTUATION MATTERS

A. Executory Contracts and Unexpired Leases.

1. Assumption of Executory Contracts and Unexpired Leases

The Debtor intends to assume the following leases and executory contracts, and will pay the amounts set forth below which the Debtor believes are the appropriate "cure" amounts necessary for such assumptions.

Party To Lease or Executory Contract	"Cure" Amount
GECC (equipment lease – generator, compressor, forklift)	\$6,377.07
NMHG Financial Services, Inc. (forklift equipment)	\$1,959.43
Javco G.P. (Salinas real property lease)	\$8,206.03

Notwithstanding the foregoing, the Debtor reserves the right to amend the foregoing schedule of assumptions and seek the rejection of any or all of the foregoing leases and executory contracts in connection with Plan confirmation. Additionally, unless objected to by the party to the proposed lease or executory contract to be assumed above, the foregoing "cure" amounts shall be deemed to be the appropriate "cure" amounts required to be paid in connection with such assumption.

2. Rejection of Executory Contracts and Unexpired Leases.

Any pre-petition executory contract or unexpired lease which has not expired by its own terms on or prior to the Effective Date, or which has not been assumed and assigned or rejected with the approval of the Bankruptcy Court, or which is not set forth above to be assumed in connection with Plan confirmation as of the Effective Date, shall be deemed rejected by the Debtor on the

1 Effective Date or as otherwise agreed upon by the parties. The entry of the Plan Confirmation Order
2 by the Bankruptcy Court shall constitute approval of such rejections pursuant to Bankruptcy Code
3 Sections 365(a) and 1123, effective as of the Effective Date of the Plan.
4

5 **3. Rejection Damage Claims Bar Date and Resolution.**
6

7 Claims, if any, arising out of the rejection of executory contracts or unexpired leases rejected
8 as of the Effective Date pursuant to the Plan must be filed and served on counsel to the Reorganized
9 Debtor pursuant to the procedures specified in the Plan Confirmation Order no later than thirty (30)
10 days after the Effective Date (the "Final Rejection Claims Bar Date"). Any Claim not filed within
11 such times will be forever barred from assertion against the Debtor, the Reorganized Debtor, its
12 estate, its successor or its properties. Unless otherwise ordered by the Bankruptcy Court prior to the
13 Confirmation Date, or such later date as shall be ordered by the Bankruptcy Court prior to the
14 Confirmation Date, all Claims arising from the rejection of executory contracts and unexpired leases
15 shall be treated as Class 16 Claims under the Plan.
16

17 **B. Retention of Jurisdiction.**
18

19 The Plan provides for a broad retention of jurisdiction by the Bankruptcy Court including,
20 without limitation, the following: (i) interpretation, implementation and enforcement of the Plan, and
21 any contracts, instruments, releases, transactions and other agreements or documents created in
22 connection therewith; (ii) determination of any and all motions, adversary proceedings, applications
23 and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the
24 Plan, may be instituted by the Reorganized Debtor or any other party in interest after the Effective
25 Date (to the extent such venue is selected by the moving party); (iii) to hear and determine any
objections to Claims or motions for estimation or subordination thereof; (iv) to hear and determine

1 matters concerning state, local and federal taxes in accordance with Bankruptcy Code Sections 346,
2 505 and 1146; (v) to hear and determine any matters that may arise in connection with the sales of
3 the Debtor's assets or any order of the Bankruptcy Court with respect thereto; and (vi) to hear and
4 determine any actions or controversies by or against the Debtor, the Reorganized Debtor, or the
5 Creditors' Committee.

6 **C. Modification of Plan.**

7
8 The Debtor may modify the Plan at any time before confirmation. However, the Court may
9 require a new disclosure statement and/or re-voting on the Plan, unless the modification relates only
10 to the extension of the Effective Date, which modification shall not require a new disclosure
11 statement and/or re-voting on the Plan.

12 The Debtor may also seek to modify the Plan at any time after confirmation only if (1) the
13 Plan has not been substantially consummated and (2) the Court authorizes the proposed
14 modifications after notice and a hearing.

15 **D. Revocation or Withdrawal.**

16 The Plan may be revoked or withdrawn by the Debtor prior to the Confirmation Date, in
17 which case the Plan shall be deemed null and void. In such event, nothing contained herein or in the
18 Plan shall be deemed to constitute a waiver or release of any claims by the Debtor or any other entity
19 or to prejudice in any manner the rights of the Debtor or any other entity in any further proceedings
20 involving the Debtor.

21 **E. Section 1146 Exception.**

22 Pursuant to Bankruptcy Code Section 1146(c), the issuance, transfer, or exchange of any
23 security under the Plan, or the making or delivery of an instrument of transfer under the Plan, may
24 not be taxed under any law imposing a stamp tax or similar tax.
25

1 **F. Severability.**

2 The provisions of the Plan shall not be severable unless such severance is agreed to by the
3 Debtor and such severance would constitute a permissible modification of the Plan pursuant to
4 Bankruptcy Code Section 1127.

5 **G. Governing Law.**

6 Except to the extent that other federal law is applicable, or to the extent that an exhibit hereto
7 provides otherwise, the rights, duties and obligations arising under the Plan shall be governed by,
8 and construed and enforced in accordance with, the Bankruptcy Code and, to the extent not
9 inconsistent therewith, the laws of the State of California.

10 **H. Closing of Case.**

11 The Reorganized Debtor shall, promptly upon the administration of the Chapter 11 Case,
12 file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable
13 order of the Bankruptcy Court to obtain a Final Decree closing the Chapter 11 Case.

14 **I. Continuing Viability of Other Orders/Agreements.**

15 Except to the extent expressly modified by the Plan, (i) all Final Orders previously entered
16 by the Bankruptcy Court and (ii) any agreements between creditors or between the Debtor and its
17 creditors shall continue in full force and effect.
18

19 **VII.**

20 **MISCELLANEOUS PROVISIONS**

21 **A. Waiver of Final Order.**

22 Except as otherwise expressly provided in this Plan, any requirement in this Plan for a Final
23 Order may be waived by the Debtor. No such waiver shall prejudice the right of any party in
24 interest to seek a stay pending appeal of any order that is not a Final Order.
25

1 **B. Business Days.**

2 If any payment or act under this Plan is required to be made or performed on a date that is
3 not a Business Day, then the making of such payment or the performance of such act may be
4 completed on the next succeeding Business Day, but shall be deemed to have been completed as of
5 the required date.

6 **C. No Attorneys' Fees.**

7 No attorneys' fees will be paid by the Debtor with respect to any Claim or Interest except as
8 expressly specified herein or Allowed by a Final Order of the Bankruptcy Court.

9 **D. No Injunctive Relief.**

10 No Claim or Interest shall under any circumstances be entitled to specific performance or
11 other injunctive, equitable or other prospective relief.

12 **E. Operations Between the Confirmation Date and the Effective Date.**

13 The Debtor shall continue to operate as a debtor-in-possession, subject to the supervision of
14 the Bankruptcy Court, during the period from the Confirmation Date through and until the Effective
15 Date.

16 **F. Approval of Agreements.**

17 The solicitation of votes on this Plan shall be deemed a solicitation of the Holders of
18 Allowed Claims and Interests for the approval of all other agreements and transactions contemplated
19 by this Plan. Entry of the Plan Confirmation Order shall constitute approval of such agreement and
20 transactions and the Plan Confirmation Order shall so provide.

21 **G. No Admissions or Waivers.**

22 Notwithstanding anything herein to the contrary, nothing contained in this Plan shall be
23 deemed an admission or waiver by the Debtor with respect to any matter set forth herein, including,
24
25

1 without limitation, liability on any Claim or Interest or the propriety of any classification of any
2 Claim or Interest.

3 **H. Section Headings.**

4 The section headings contained in this Plan are for reference purposes only and shall not
5 affect the meaning or interpretation of this Plan.

6 **I. Continuing Viability of Other Orders/Agreements.**

7 Except to the extent expressly modified by this Plan, (i) all Final Orders previously entered
8 by the Bankruptcy Court and (ii) any agreements between Creditors or between the Debtor and its
9 Creditors shall continue in full force and effect.
10

11 **VIII.**

12 **CONCLUSION AND RECOMMENDATION**

13 The Debtor believes that the Plan is in the best interests of all Holders of Claims and urges
14 all Holders of Claims to vote to accept the Plan and to evidence such acceptance by returning their
15 ballots to Debtor's counsel so that they will actually be received on or before __:00 p.m., prevailing
16 Pacific Time, on [_____], 2010.
17

18 Respectfully Submitted:

19 Dated: June 9, 2010

CIMINO BROKERAGE COMPANY dba
CIMINO BROTHERS PRODUCE

20 By: /s/ Vincent Cimino
21 VINCENT CIMINO
22 Its General Partner and Responsible Individual

23 Dated: June 9, 2010

LEVENE, NEALE, BENDER, RANKIN
& BRILL L.L.P.

24 By: /s/ David B. Golubchik
25 DAVID B. GOLUBCHIK
Attorneys for Debtor
CIMINO BROKERAGE COMPANY dba
CIMINO BROTHERS PRODUCE

EXHIBIT B

Forecasted Statements of Operations

REF	Forecasted Sep-10	Forecasted Oct-10	Forecasted Nov-10	Forecasted Dec-10	Forecasted Jan-11	Forecasted Feb-11	Forecasted Mar-11	Forecasted Apr-11	Forecasted May-11	Forecasted Jun-11	Forecasted Jul-11	Forecasted Aug-11	Forecasted FY 1
Sales													
4	75,000	75,000	100,000	125,000	125,000	185,000	175,000	88,000	107,500	94,600	80,000	75,000	1,305,100
5	11.15	11.60	9.67	10.37	11.13	9.16	8.28	12.47	10.52	10.17	9.72	9.63	10.32
6	836,300	870,000	967,000	1,296,300	1,391,300	1,694,600	1,449,000	1,097,400	1,130,900	962,100	777,600	722,300	13,194,800
7	120,800	120,800	161,000	201,300	201,300	297,900	281,800	141,700	173,100	152,300	128,800	120,800	2,101,600
	957,100	990,800	1,128,000	1,497,600	1,592,600	1,992,500	1,730,800	1,239,100	1,304,000	1,114,400	906,400	843,100	15,296,400
Costs of Goods Sold													
8	99,000	99,000	132,000	165,000	165,000	244,200	231,000	116,200	141,900	124,900	105,600	99,000	1,722,800
9	82,500	82,500	110,000	137,500	137,500	203,500	192,500	96,800	118,300	104,100	88,000	82,500	1,435,700
	37,500	37,500	50,000	62,500	62,500	92,500	87,500	44,000	53,800	47,300	40,000	37,500	652,600
	287,300	287,300	383,000	478,800	478,800	708,600	670,300	337,000	411,700	362,300	306,400	287,300	4,998,800
	506,300	506,300	675,000	843,800	843,800	1,248,800	1,181,300	594,000	725,700	638,600	540,000	506,300	8,809,900
	108,700	108,700	144,900	181,200	181,200	268,100	253,600	127,500	155,800	137,100	115,900	108,700	1,891,400
	69,000	69,000	92,000	115,000	115,000	170,200	161,000	81,000	98,900	87,000	73,600	69,000	1,200,700
	6,000	6,000	8,000	10,000	10,000	14,800	14,000	7,000	8,600	7,600	6,400	6,000	104,400
	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
	693,000	693,000	922,900	1,153,000	1,153,000	1,704,900	1,612,900	812,500	992,000	873,300	738,900	693,000	12,042,400
	264,100	297,800	205,100	344,600	439,600	287,600	117,900	426,600	312,000	241,100	167,500	150,100	3,254,000
	27.6%	30.1%	18.2%	23.0%	27.6%	14.4%	6.8%	34.4%	23.9%	21.6%	18.5%	17.8%	21.3%
	3.52	3.97	2.05	2.76	3.52	1.55	0.67	4.85	2.90	2.55	2.09	2.00	2.70
Operating Expenses - Salinas													
12	400	400	400	400	400	400	400	400	400	400	400	400	4,800
	150	150	150	150	150	150	150	150	150	150	150	150	1,800
	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
13	4,800	5,000	5,600	7,500	8,000	10,000	8,700	6,200	6,500	5,600	4,500	4,200	76,600
	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000
	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	27,600
	500	500	500	500	500	500	500	500	500	500	500	500	6,000
	500	500	500	500	500	500	500	500	500	500	500	500	6,000
	600	600	600	600	600	600	600	600	600	600	600	600	7,200
	500	500	500	500	500	500	500	500	500	500	500	500	6,000
14	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
	500	500	500	500	500	500	500	500	500	500	500	500	6,000
	300	300	300	300	300	300	300	300	300	300	300	300	3,600
	-	-	-	-	-	-	-	-	-	-	-	-	-
15	82,000	65,000	65,000	65,000	65,000	65,000	65,000	3,000	3,000	3,000	3,000	3,000	24,000
16	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000
	6,800	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	50,800
	500	500	500	500	500	500	500	500	500	500	500	500	6,000
	800	800	800	800	800	800	800	800	800	800	800	800	9,600
	117,400	97,800	98,400	100,300	103,800	105,800	104,500	102,000	102,300	101,400	100,300	100,000	1,234,000

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-10	Forecasted Oct-10	Forecasted Nov-10	Forecasted Dec-10	Forecasted Jan-11	Forecasted Feb-11	Forecasted Mar-11	Forecasted Apr-11	Forecasted May-11	Forecasted Jun-11	Forecasted Jul-11	Forecasted Aug-11	Forecasted FY1	
	Operating Expenses - Laredo													
17	150	150	150	150	150	150	150	150	150	150	150	150	1,800	
	Alarm	300	300	300	300	300	300	300	300	300	300	300	3,600	
	Automobile	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000	
18	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
	Cooler Supplies	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000	
19	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	22,800	
20	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
	Equipment Rental	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	
22	2,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	13,000	
	Insurance - Health	170	170	170	170	170	170	170	170	170	170	170	2,040	
	Insurance - Liability	800	800	800	800	800	800	800	800	800	800	800	9,600	
	Insurance - Workers' Compensation	700	700	700	700	700	700	700	700	700	700	700	8,400	
	Licenses & Fees	500	500	500	500	500	500	500	500	500	500	500	6,000	
	Loan Fees	100	100	100	100	100	100	100	100	100	100	100	1,200	
	Miscellaneous	100	100	100	100	100	100	100	100	100	100	100	1,200	
	Office Supplies	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000	
	Postage	200	200	200	200	200	200	200	200	200	200	200	2,400	
	Repairs & Maintenance	26,700	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	18,000	224,700	
21	3,500	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	22,750	
	Repairs & Maintenance - House	1,000	500	500	500	500	500	500	500	500	500	500	6,000	
22	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
	Salaries & Wages	1,500	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
23	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
	Taxes - Personal Property	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
24	1,500	500	500	500	500	500	500	500	500	500	500	500	6,000	
	Taxes - Real Property	500	500	500	500	500	500	500	500	500	500	500	6,000	
16	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
	Telephone & Internet	10,000	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	92,500	
25	400	400	400	400	400	400	400	400	400	400	400	400	4,800	
	Travel & Promotion	20,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	180,000	
26	10,000	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	92,500	
	Utilities	400	400	400	400	400	400	400	400	400	400	400	4,800	
	Utilities - House	62,920	47,970	47,170	47,170	47,170	47,170	47,170	47,170	47,170	47,170	47,170	582,590	
27	83,780	152,030	59,530	197,130	288,630	134,630	(33,770)	277,430	162,530	92,530	20,030	2,930	1,437,410	
	EBITDA													
	Administrative Expenses													
28	20,000	15,000	10,000	5,000	-	-	-	-	-	-	-	-	50,000	
	DIP Legal Fees	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000	
29	25,000	20,000	15,000	10,000	-	-	-	-	-	-	-	-	70,000	
	Laredo Litigation Fees	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000	
30	10,000	-	-	-	-	-	-	-	-	-	-	-	10,000	
	DIP Accounting Fees	65,000	45,000	35,000	25,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	250,000	
	OUST Fees	Total Administrative Expenses												
	Other Expenses													
31	9,400	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	86,400	
	Depreciation - Salinas	25,800	25,800	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	171,600	
32	200	100	50	50	50	50	50	50	50	50	50	50	800	
	Depreciation - Laredo	8,000	8,000	7,600	7,500	7,400	7,200	7,100	7,000	6,900	6,800	6,700	93,000	
	Interest Expense - Salinas	12,400	12,200	12,000	11,800	11,600	11,400	11,200	11,000	10,800	10,600	10,400	135,600	
	Interest Expense - Laredo	490	480	470	460	450	440	430	420	410	400	390	5,260	
	Interest Expense - WFB	61,300	53,100	38,650	38,350	38,050	37,750	37,450	36,850	36,550	36,250	35,950	487,400	
	Interest Expense - priority claims	(42,520)	53,930	(14,120)	133,780	240,580	86,880	(81,220)	115,680	45,980	(26,220)	(43,020)	700,010	
	Net Income (Loss)													

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
 Forecasted Cash Flows from Operations
 For the Five Fiscal Years Ending August, 31 2015

Forecasted Accruals

REF	Forecasted Sep-10	Forecasted Oct-10	Forecasted Nov-10	Forecasted Dec-10	Forecasted Jan-11	Forecasted Feb-11	Forecasted Mar-11	Forecasted Apr-11	Forecasted May-11	Forecasted Jun-11	Forecasted Jul-11	Forecasted Aug-11	Forecasted FY 1
33													
	1,006,100	1,158,320	1,182,220	1,326,160	1,723,200	1,892,120	2,311,020	2,129,300	1,585,260	1,551,820	1,375,200	1,129,280	
	957,100	990,800	1,128,000	1,497,600	1,592,600	1,992,500	1,730,800	1,239,100	1,304,000	1,114,400	906,400	843,100	
	(804,880)	(965,900)	(984,060)	(1,100,560)	(1,423,680)	(1,573,600)	(1,912,520)	(1,783,140)	(1,337,440)	(1,291,020)	(1,152,320)	(948,000)	
EOM - A/R	1,158,320	1,182,220	1,326,160	1,723,200	1,892,120	2,311,020	2,129,300	1,585,260	1,551,820	1,375,200	1,129,280	1,024,380	
34													
	892,000	888,000	884,000	880,000	876,000	872,000	868,000	864,000	860,000	856,000	852,000	848,000	
	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	
EOM - Due from Cimino Mexico	888,000	884,000	880,000	876,000	872,000	868,000	864,000	860,000	856,000	852,000	848,000	844,000	
8													
	(558,500)	(693,000)	(693,000)	(922,900)	(1,153,000)	(1,153,000)	(1,704,900)	(1,612,900)	(812,500)	(922,000)	(873,300)	(738,900)	
	(693,000)	(693,000)	(922,900)	(1,153,000)	(1,153,000)	(1,704,900)	(1,612,900)	(812,500)	(922,000)	(873,300)	(738,900)	(693,000)	
EOM - Post Petition A/P	(693,000)	(693,000)	(922,900)	(1,153,000)	(1,153,000)	(1,704,900)	(1,612,900)	(812,500)	(922,000)	(873,300)	(738,900)	(693,000)	
32													
	(6,370,000)	(2,024,400)	(1,995,600)	(1,966,600)	(1,937,400)	(1,908,000)	(1,878,400)	(1,848,600)	(1,818,600)	(1,788,400)	(1,758,000)	(1,727,400)	
	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	
	4,317,000	-	-	-	-	-	-	-	-	-	-	-	
	(12,400)	(12,200)	(12,000)	(11,800)	(11,600)	(11,400)	(11,200)	(11,000)	(10,800)	(10,600)	(10,400)	(10,200)	
EOM - WFB LOC	(2,024,400)	(1,995,600)	(1,966,600)	(1,937,400)	(1,908,000)	(1,878,400)	(1,848,600)	(1,818,600)	(1,788,400)	(1,758,000)	(1,727,400)	(1,696,600)	
40													
	(7,200,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	
EOM - Pre-Petition Unsecured Claims	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	(7,100,000)	
41													
	(73,100)	(71,790)	(70,470)	(69,140)	(67,800)	(66,450)	(65,090)	(63,720)	(62,340)	(60,960)	(59,570)	(58,170)	
	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	
	(490)	(480)	(470)	(460)	(450)	(440)	(430)	(420)	(410)	(400)	(390)	(380)	
EOM - Pre-Petition Priority Tax Claims	(71,790)	(70,470)	(69,140)	(67,800)	(66,450)	(65,090)	(63,720)	(62,340)	(60,960)	(59,570)	(58,170)	(56,760)	
BOM - Secured Notes Payable - Salinas													
	(173,500)	(161,750)	(70,100)	(54,500)	(52,200)	(49,900)	(47,600)	(45,300)	(43,000)	(40,700)	(38,400)	(36,100)	
	800	800	800	800	800	800	800	800	800	800	800	800	
	6,700	-	-	-	-	-	-	-	-	-	-	-	
	1,300	-	-	-	-	-	-	-	-	-	-	-	
	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	
	750	750	750	750	750	750	750	750	750	750	750	750	
	500	500	500	500	500	500	500	500	500	500	500	500	
	11,950	3,150	3,150	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	
	-	88,600	12,500	-	-	-	-	-	-	-	-	-	
	(200)	(100)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	(50)	
EOM - Secured Notes Payable - Salinas	(161,750)	(70,100)	(54,500)	(52,200)	(49,900)	(47,600)	(45,300)	(43,000)	(40,700)	(38,400)	(36,100)	(33,800)	
BOM - Secured Notes Payable - Laredo													
	(2,170,600)	(1,308,030)	(1,300,680)	(1,023,730)	(1,018,680)	(1,013,530)	(1,008,280)	(1,002,930)	(997,480)	(982,130)	(977,330)	(972,430)	
	850	850	850	850	850	850	850	850	850	850	850	850	
	4,550	-	-	-	-	-	-	-	-	-	-	-	
	2,450	2,450	-	-	-	-	-	-	-	-	-	-	
	350	350	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	
	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	
	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
	3,650	-	-	-	-	-	-	-	-	-	-	-	
	23,550	15,350	12,550	12,550	12,550	12,550	12,550	12,550	22,350	11,700	11,700	11,700	
	852,520	(8,000)	272,000	-	-	-	-	-	-	-	-	-	
	(13,500)	(8,000)	(7,600)	(7,500)	(7,400)	(7,300)	(7,200)	(7,100)	(7,000)	(6,900)	(6,800)	(6,700)	
EOM - Secured Notes Payable - Laredo	(1,308,030)	(1,300,680)	(1,023,730)	(1,018,680)	(1,013,530)	(1,008,280)	(1,002,930)	(997,480)	(982,130)	(977,330)	(972,430)	(967,430)	

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-10	Forecasted Oct-10	Forecasted Nov-10	Forecasted Dec-10	Forecasted Jan-11	Forecasted Feb-11	Forecasted Mar-11	Forecasted Apr-11	Forecasted May-11	Forecasted Jun-11	Forecasted Jul-11	Forecasted Aug-11	Forecasted FY 1
38	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
	(75,000)	(20,000)	(10,000)	20,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	(20,000)	(15,000)	(10,000)	(5,000)	-	-	-	-	-	-	-	-	-
	20,000	15,000	10,000	5,000	-	-	-	-	-	-	-	-	-
	75,000	10,000	10,000	10,000	-	-	-	-	-	-	-	-	-
	10,000	20,000	20,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
29	(175,000)	(25,000)	(20,000)	(15,000)	(10,000)	-	-	-	-	-	-	-	-
	(25,000)	(20,000)	(15,000)	(10,000)	-	-	-	-	-	-	-	-	-
	175,000	25,000	20,000	15,000	10,000	-	-	-	-	-	-	-	-
	(25,000)	(20,000)	(15,000)	(10,000)	-	-	-	-	-	-	-	-	-
<i>Forecasted Sources and Uses of Cash</i>													
40	276,300	231,510	257,340	349,330	283,820	329,830	533,760	526,010	483,380	750,000	750,000	750,000	750,000
<i>Cash from Operations</i>													
	804,880	966,900	984,060	1,100,560	1,423,680	1,573,600	1,912,520	1,783,140	1,337,440	1,291,020	1,152,320	948,000	948,000
	804,880	966,900	984,060	1,100,560	1,423,680	1,573,600	1,912,520	1,783,140	1,337,440	1,291,020	1,152,320	948,000	948,000
<i>Cash Used in Operations</i>													
	(117,400)	(97,800)	(98,400)	(100,300)	(103,800)	(105,800)	(104,500)	(102,000)	(102,300)	(101,400)	(100,300)	(100,000)	(100,000)
	(62,920)	(47,970)	(47,170)	(47,170)	(47,170)	(47,170)	(47,170)	(47,170)	(47,170)	(47,170)	(47,170)	(47,170)	(47,170)
	(558,500)	(693,000)	(693,000)	(922,900)	(1,153,000)	(1,153,000)	(1,704,900)	(1,612,900)	(812,500)	(992,000)	(873,300)	(738,900)	(738,900)
	(738,820)	(838,770)	(838,570)	(1,070,370)	(1,303,970)	(1,305,970)	(1,856,570)	(1,762,070)	(961,970)	(1,140,570)	(1,020,770)	(886,070)	(886,070)
	342,360	359,640	402,830	379,520	403,530	597,460	589,710	547,080	858,850	900,450	881,550	811,930	811,930
<i>Cash Available from Operations</i>													
<i>Other Sources of Cash</i>													
	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
	-	-	30,000	-	-	-	-	-	-	-	-	-	-
	350,000	-	18,000	-	-	-	-	-	-	-	-	-	-
	354,000	4,000	52,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
<i>Other Uses of Cash</i>													
	(11,950)	(3,150)	(3,150)	(2,350)	(2,350)	(2,350)	(2,350)	(2,350)	(2,350)	(2,350)	(2,350)	(2,350)	(2,350)
	(23,550)	(15,350)	(12,550)	(12,550)	(12,550)	(12,550)	(12,550)	(12,550)	(12,550)	(11,700)	(11,700)	(11,700)	(11,700)
	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)
	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)
	-	(7,000)	(7,000)	(7,000)	-	-	-	-	-	-	-	-	-
	(75,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
	(175,000)	(25,000)	(20,000)	(15,000)	(10,000)	-	-	-	-	-	-	-	-
	(10,000)	-	-	-	-	-	-	-	-	-	-	-	-
	(16,550)	-	-	-	-	-	-	-	-	-	-	-	-
	(100,000)	-	-	-	-	-	-	-	-	(26,250)	-	-	-
	(464,850)	(106,300)	(105,500)	(99,700)	(77,700)	(67,700)	(67,700)	(67,700)	(77,500)	(93,100)	(66,850)	(66,850)	(66,850)
<i>Total Other Uses of Cash</i>													
EOM Cash	231,510	257,340	349,330	283,820	329,830	533,760	526,010	483,380	750,000	811,350	818,700	749,080	749,080
Cash Reserve for Operations	(231,510)	(257,340)	(349,330)	(283,820)	(329,830)	(533,760)	(526,010)	(483,380)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)
Cash Available for Debt Service	-	-	-	-	-	-	-	-	35,350	61,350	68,700	(920)	(920)
Cumulative Cash Available for Debt Service	-	-	-	-	-	-	-	-	35,350	96,700	165,400	164,480	164,480

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Forecasted Statements of Operations

REF	Forecasted Sep-11	Forecasted Oct-11	Forecasted Nov-11	Forecasted Dec-11	Forecasted Jan-12	Forecasted Feb-12	Forecasted Mar-12	Forecasted Apr-12	Forecasted May-12	Forecasted Jun-12	Forecasted Jul-12	Forecasted Aug-12	Forecasted FY 2
Sales													
4	76,100	101,500	142,100	162,400	177,600	187,800	177,600	89,300	109,100	96,000	81,200	76,100	1,476,800
5	11,43	11,89	9,91	10,63	11,41	9,39	8,49	12,78	10,78	10,42	9,96	9,87	10,58
6	869,700	1,206,800	1,408,500	1,726,200	2,026,100	1,763,300	1,507,300	1,141,400	1,176,400	1,000,700	809,000	751,200	15,386,600
7	122,500	163,400	228,800	261,500	285,900	302,400	285,900	143,800	175,700	154,600	130,700	122,500	2,377,700
	992,200	1,370,200	1,987,700	2,312,000	2,065,700	2,065,700	1,795,200	1,285,200	1,352,100	1,155,300	939,700	873,700	17,764,300
Costs of Goods Sold													
8	100,500	134,000	187,600	214,400	234,400	247,900	234,400	117,900	144,000	126,700	107,200	100,500	1,949,500
9	83,700	111,700	156,300	178,600	195,400	206,600	195,400	98,200	120,000	105,600	89,300	83,700	1,624,500
	38,100	50,800	71,100	81,200	88,800	93,900	88,800	44,700	54,600	48,000	40,600	38,100	738,700
	291,500	388,700	544,200	622,000	680,200	719,300	680,200	342,000	417,900	367,700	311,000	291,500	5,656,200
	513,800	685,200	959,200	1,096,200	1,198,800	1,267,700	1,198,800	602,800	736,500	648,000	548,100	513,800	9,968,900
	110,300	147,100	205,900	235,400	257,300	272,200	257,300	129,400	158,100	139,100	117,600	110,300	2,140,000
	70,000	93,400	130,700	149,400	163,400	172,800	163,400	82,200	100,400	88,300	74,700	70,000	1,358,700
8	6,100	8,100	11,400	13,000	14,200	15,000	14,200	7,100	8,700	7,700	6,500	6,100	118,100
10	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
	703,200	936,800	1,310,200	1,497,000	1,636,700	1,730,700	1,636,700	824,500	1,006,700	886,100	749,900	703,200	13,621,700
	289,000	433,400	327,100	490,700	675,300	335,000	156,500	460,700	345,400	269,200	189,800	170,500	4,142,600
11	3,80	3,80	2,30	3,02	3,80	1,78	0,88	5,16	3,17	2,80	2,34	2,24	2,96
	29.1%	31.6%	20.0%	24.7%	29.2%	16.2%	8.7%	35.8%	25.3%	23.3%	20.2%	19.5%	23.3%
	3.80	4.27	2.30	3.02	3.80	1.78	0.88	5.16	3.17	2.80	2.34	2.24	2.96
Operating Expenses - Salinas													
12	410	410	410	410	410	410	410	410	410	410	410	410	4,920
	150	150	150	150	150	150	150	150	150	150	150	150	1,800
	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	12,240
13	5,000	6,900	8,200	9,900	11,600	10,300	9,000	6,400	6,800	5,800	4,700	4,400	89,000
	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	21,480
	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	61,200
	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	2,350	28,200
	510	510	510	510	510	510	510	510	510	510	510	510	6,120
	510	510	510	510	510	510	510	510	510	510	510	510	6,120
	610	610	610	610	610	610	610	610	610	610	610	610	7,320
	510	510	510	510	510	510	510	510	510	510	510	510	6,120
14	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	5,100	61,200
	510	510	510	510	510	510	510	510	510	510	510	510	6,120
	310	310	310	310	310	310	310	310	310	310	310	310	3,720
	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	36,720
15	66,300	66,300	66,300	66,300	66,300	66,300	66,300	66,300	66,300	66,300	66,300	66,300	795,600
16	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	48,960
	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	48,960
	510	510	510	510	510	510	510	510	510	510	510	510	6,120
	820	820	820	820	820	820	820	820	820	820	820	820	9,840
	102,730	104,630	105,930	107,630	109,330	108,030	106,730	104,130	104,530	103,530	102,430	102,130	1,261,760

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-11	Forecasted Oct-11	Forecasted Nov-11	Forecasted Dec-11	Forecasted Jan-12	Forecasted Feb-12	Forecasted Mar-12	Forecasted Apr-12	Forecasted May-12	Forecasted Jun-12	Forecasted Jul-12	Forecasted Aug-12	Forecasted FY 2
17	Operating Expenses - Laredo												
	150	150	150	150	150	150	150	150	150	150	150	150	1,800
	310	310	310	310	310	310	310	310	310	310	310	310	3,720
	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	1,530	18,360
18	100	100	100	100	100	100	100	100	100	100	100	100	1,200
	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	3,060	36,720
19	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	1,940	23,280
20	310	310	310	310	310	310	310	310	310	310	310	310	3,720
	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	2,550	30,600
22	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	12,240
	170	170	170	170	170	170	170	170	170	170	170	170	2,040
	820	820	820	820	820	820	820	820	820	820	820	820	9,840
	710	710	710	710	710	710	710	710	710	710	710	710	8,520
	510	510	510	510	510	510	510	510	510	510	510	510	6,120
	100	100	100	100	100	100	100	100	100	100	100	100	1,200
	100	100	100	100	100	100	100	100	100	100	100	100	1,200
	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	4,080	48,960
21	-	-	-	-	-	-	-	-	-	-	-	-	-
	18,360	18,360	18,360	18,360	18,360	18,360	18,360	18,360	18,360	18,360	18,360	18,360	220,320
22	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	1,790	21,480
23	510	510	510	510	510	510	510	510	510	510	510	510	6,120
24	820	820	820	820	820	820	820	820	820	820	820	820	9,840
16	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	1,020	12,240
	510	510	510	510	510	510	510	510	510	510	510	510	6,120
25	7,650	7,650	7,650	7,650	7,650	7,650	7,650	7,650	7,650	7,650	7,650	7,650	91,800
26	-	-	-	-	-	-	-	-	-	-	-	-	-
	48,120	48,120	48,120	48,120	48,120	48,120	48,120	48,120	48,120	48,120	48,120	48,120	577,440
27	138,150	280,650	173,050	334,950	517,850	178,850	1,650	308,450	192,750	117,550	39,250	20,250	2,303,400
28	-	-	-	-	-	-	-	-	-	-	-	-	-
29	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	80,000
30	-	-	-	-	-	-	-	-	-	-	-	-	-
	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	80,000
31	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	144,000
	50	50	50	50	50	50	50	50	50	50	50	50	360
	6,600	6,500	6,400	6,300	6,200	6,100	6,000	5,900	5,800	5,700	5,600	5,500	72,600
	10,000	9,800	9,600	9,400	9,200	9,000	8,800	8,600	8,400	8,200	8,000	7,800	106,800
	380	370	360	350	340	330	320	310	300	290	280	270	3,900
	35,650	35,350	35,050	34,750	34,420	34,120	33,820	33,520	33,220	32,920	32,620	32,320	407,760
	92,500	235,300	128,000	290,200	473,430	134,730	(42,170)	264,930	159,530	84,630	6,630	(12,070)	1,815,640

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
 Forecasted Cash Flows from Operations
 For the Five Fiscal Years Ending August, 31 2015

Forecasted Accruals

REF	Forecasted Sep-11	Forecasted Oct-11	Forecasted Nov-11	Forecasted Dec-11	Forecasted Jan-12	Forecasted Feb-12	Forecasted Mar-12	Forecasted Apr-12	Forecasted May-12	Forecasted Jun-12	Forecasted Jul-12	Forecasted Aug-12	Forecasted FY 2
33	1,024,380	1,160,820	1,568,640	1,911,340	2,315,160	2,709,540	2,528,100	2,206,340	1,643,840	1,609,140	1,425,720	1,170,760	
	992,200	1,370,200	1,637,300	1,987,700	2,312,000	2,065,700	1,793,200	1,285,200	1,352,100	1,155,300	939,700	873,700	
	(855,760)	(962,380)	(1,294,600)	(1,583,880)	(1,917,620)	(2,247,140)	(2,114,960)	(1,847,700)	(1,386,800)	(1,338,720)	(1,194,660)	(982,820)	
	1,160,820	1,568,640	1,911,340	2,315,160	2,709,540	2,528,100	2,206,340	1,643,840	1,609,140	1,425,720	1,170,760	1,061,640	
34	844,000	840,000	836,000	832,000	828,000	824,000	820,000	816,000	812,000	808,000	804,000	800,000	
	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	
	840,000	836,000	832,000	828,000	824,000	820,000	816,000	812,000	808,000	804,000	800,000	796,000	
8	(693,000)	(703,200)	(936,800)	(1,310,200)	(1,497,000)	(1,636,700)	(1,730,700)	(1,636,700)	(824,500)	(1,006,700)	(886,100)	(749,900)	
	(703,200)	(936,800)	(1,310,200)	(1,497,000)	(1,636,700)	(1,730,700)	(1,636,700)	(824,500)	(1,006,700)	(886,100)	(749,900)	(703,200)	
	693,000	703,200	936,800	1,310,200	1,497,000	1,636,700	1,730,700	1,636,700	824,500	1,006,700	886,100	749,900	
	(703,200)	(936,800)	(1,310,200)	(1,497,000)	(1,636,700)	(1,730,700)	(1,636,700)	(824,500)	(1,006,700)	(886,100)	(749,900)	(703,200)	
32	(1,696,600)	(1,665,600)	(1,634,400)	(1,603,000)	(1,571,400)	(1,539,600)	(1,507,600)	(1,475,400)	(1,443,000)	(1,410,400)	(1,377,600)	(1,344,600)	
	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	
	(10,000)	(9,800)	(9,600)	(9,400)	(9,200)	(9,000)	(8,800)	(8,600)	(8,400)	(8,200)	(8,000)	(7,800)	
	(1,665,600)	(1,634,400)	(1,603,000)	(1,571,400)	(1,539,600)	(1,507,600)	(1,475,400)	(1,443,000)	(1,410,400)	(1,377,600)	(1,344,600)	(1,311,400)	
40	(7,100,000)	(7,100,000)	(7,100,000)	(7,025,000)	(7,025,000)	(7,025,000)	(6,820,200)	(6,820,200)	(6,820,200)	(6,439,200)	(6,439,200)	(6,439,200)	
	-	-	75,000	-	-	204,800	-	-	381,000	-	-	452,200	
	(7,100,000)	(7,100,000)	(7,025,000)	(7,025,000)	(7,025,000)	(6,820,200)	(6,820,200)	(6,820,200)	(6,439,200)	(6,439,200)	(6,439,200)	(6,439,200)	
41	(56,760)	(55,340)	(53,910)	(52,470)	(51,020)	(49,560)	(48,090)	(46,610)	(45,120)	(43,620)	(42,110)	(40,590)	
	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	
	(380)	(370)	(360)	(350)	(340)	(330)	(320)	(310)	(300)	(290)	(280)	(270)	
	(55,340)	(53,910)	(52,470)	(51,020)	(49,560)	(48,090)	(46,610)	(45,120)	(43,620)	(42,110)	(40,590)	(39,060)	
BOM - Secured Notes Payable - Salinas	(33,800)	(31,500)	(29,200)	(26,900)	(24,600)	(23,370)	(22,140)	(20,910)	(19,680)	(18,450)	(17,220)	(16,740)	
2006 Ford F150	-	-	-	-	-	-	-	-	-	-	-	-	
2006 Ford Mustang	-	-	-	-	-	-	-	-	-	-	-	-	
Cisco Phone System	-	-	-	-	-	-	-	-	-	-	-	-	
2007 GM Yukon	-	-	-	-	-	-	-	-	-	-	-	-	
2008 Ford Expedition	1,100	1,100	1,100	1,100	750	750	750	750	750	750	500	500	
2008 Ford Explorer	750	750	750	750	750	750	750	750	750	750	500	500	
2008 Ford Explorer	500	500	500	500	500	500	500	500	500	500	500	500	
Payments	2,350	2,350	2,350	2,350	1,250	1,250	1,250	1,250	1,250	1,250	1,250	500	
Debt Elimination	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	(50)	(50)	(50)	(50)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	
EOM - Secured Notes Payable - Salinas	(31,500)	(29,200)	(26,900)	(24,600)	(23,370)	(22,140)	(20,910)	(19,680)	(18,450)	(17,220)	(16,740)	(16,260)	
BOM - Secured Notes Payable - Laredo	(967,430)	(962,330)	(957,130)	(951,830)	(946,430)	(940,930)	(935,330)	(929,630)	(923,830)	(917,930)	(911,930)	(905,830)	
Scissorlift & Sweeper	-	-	-	-	-	-	-	-	-	-	-	-	
Forklifts	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo House - 1st	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo House - 2nd	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo Warehouse - B of A	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	
Laredo Warehouse - SBA	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
Laredo Ice Maker/Injector	-	-	-	-	-	-	-	-	-	-	-	-	
Payments	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	
Debt Elimination	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	(6,600)	(6,500)	(6,400)	(6,300)	(6,200)	(6,100)	(6,000)	(5,900)	(5,800)	(5,700)	(5,600)	(5,500)	
EOM - Secured Notes Payable - Laredo	(962,330)	(957,130)	(951,830)	(946,430)	(940,930)	(935,330)	(929,630)	(923,830)	(917,930)	(911,930)	(905,830)	(899,630)	

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-11	Forecasted Oct-11	Forecasted Nov-11	Forecasted Dec-11	Forecasted Jan-12	Forecasted Feb-12	Forecasted Mar-12	Forecasted Apr-12	Forecasted May-12	Forecasted Jun-12	Forecasted Jul-12	Forecasted Aug-12	Forecasted FY 2
38	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
28	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
29	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
40	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000
33	855,760	962,380	1,294,600	1,583,880	1,917,620	2,247,140	2,114,960	1,847,700	1,386,800	1,338,720	1,194,660	982,820	982,820
	855,760	962,380	1,294,600	1,583,880	1,917,620	2,247,140	2,114,960	1,847,700	1,386,800	1,338,720	1,194,660	982,820	982,820
12	(102,730)	(104,630)	(105,930)	(107,630)	(109,330)	(108,030)	(106,730)	(104,130)	(104,530)	(103,430)	(102,430)	(102,130)	(102,130)
17	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)	(48,120)
8	(693,000)	(703,200)	(936,800)	(1,310,200)	(1,497,000)	(1,636,700)	(1,730,700)	(1,636,700)	(824,500)	(1,006,700)	(886,100)	(749,900)	(749,900)
	(843,850)	(855,950)	(1,090,850)	(1,465,950)	(1,654,450)	(1,792,850)	(1,885,550)	(1,788,950)	(977,150)	(1,158,350)	(1,036,650)	(900,150)	(900,150)
	761,910	856,430	953,750	867,930	1,013,170	1,204,290	979,410	808,750	1,159,650	930,370	908,010	832,670	832,670
34	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
36	-	-	-	-	-	-	-	-	-	-	-	-	-
35	-	-	-	-	-	-	-	-	-	-	-	-	-
40	-	-	-	-	-	-	-	-	-	-	-	-	-
	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
32	(2,350)	(2,350)	(2,350)	(2,350)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(1,250)	(500)	(500)
41	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)
16	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)
28	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)
28	-	-	-	-	-	-	-	-	-	-	-	-	-
29	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
30	-	-	-	-	-	-	-	-	-	-	-	-	-
39	(70,000)	-	-	-	-	-	-	-	-	-	(70,000)	-	-
	-	-	(75,000)	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	(204,800)	-	-	(381,000)	-	-	-	(452,200)
	(136,850)	(66,850)	(141,850)	(66,850)	(65,750)	(270,550)	(65,750)	(65,750)	(436,750)	(125,750)	(55,000)	(507,200)	(507,200)
EOM Cash	629,060	799,580	815,900	805,080	951,420	937,740	917,660	747,000	726,900	808,620	857,010	329,470	329,470
Cash Reserve for Operations	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)
Cash Available for Debt Service	(120,940)	43,580	65,900	55,080	201,420	187,740	167,660	(3,000)	(23,100)	58,620	107,010	(420,530)	(420,530)
Cumulative Cash Available for Debt Service	43,540	87,120	153,020	208,100	409,520	597,260	764,920	761,920	738,820	797,440	904,450	485,920	485,920

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Forecasted Statements of Operations

REF	Forecasted Sep-12	Forecasted Oct-12	Forecasted Nov-12	Forecasted Dec-12	Forecasted Jan-13	Forecasted Feb-13	Forecasted Mar-13	Forecasted Apr-13	Forecasted May-13	Forecasted Jun-13	Forecasted Jul-13	Forecasted Aug-13	Forecasted FY 3
Sales													
4	77,200	103,000	144,200	164,800	180,300	190,600	180,300	90,600	110,700	97,400	82,400	77,200	1,498,700
5	11,71	12,19	10,16	10,89	11,69	9,62	8,70	13,10	11,05	10,68	10,21	10,12	10,85
6	904,400	1,255,300	1,465,000	1,795,500	2,108,300	1,834,300	1,568,500	1,187,000	1,223,500	1,040,700	841,500	781,100	16,005,100
7	124,300	165,800	232,200	265,300	290,300	306,900	290,300	145,900	178,200	156,800	132,700	124,300	2,413,000
	1,028,700	1,421,100	1,697,200	2,060,800	2,398,600	2,141,200	1,858,800	1,332,900	1,401,700	1,197,500	974,200	905,400	18,418,100
Costs of Goods Sold													
8	101,900	136,000	190,300	217,500	238,000	251,600	238,000	119,600	146,100	128,600	108,800	101,900	1,978,300
9	84,900	113,300	158,600	181,300	198,300	209,700	198,300	99,700	121,800	107,100	90,600	84,900	1,648,500
	38,600	51,500	72,100	82,400	90,200	95,300	90,200	45,300	55,400	48,700	41,200	38,600	749,500
	295,700	394,500	552,300	631,200	690,500	730,000	690,500	347,000	424,000	373,000	315,600	295,700	5,740,000
	521,100	695,300	973,300	1,112,400	1,217,000	1,286,600	1,217,000	611,600	747,300	657,400	556,200	521,100	10,116,300
	111,900	149,200	209,000	238,800	261,300	276,200	261,300	131,300	160,400	141,100	119,400	111,900	2,171,900
	71,000	94,800	132,700	151,600	165,900	175,400	165,900	83,400	101,800	89,600	75,800	71,000	1,378,900
8	6,200	8,200	11,500	13,200	14,400	15,200	14,400	7,200	8,900	7,800	6,600	6,200	119,800
10	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
	713,200	950,500	1,329,500	1,519,000	1,661,600	1,756,400	1,661,600	836,500	1,021,400	898,900	761,000	713,200	13,822,800
	315,500	470,600	367,700	541,800	737,000	384,800	197,200	496,400	380,300	298,600	213,200	192,200	4,595,300
11	30.7%	33.1%	21.7%	26.3%	30.7%	18.0%	10.6%	37.2%	27.1%	24.9%	21.9%	21.2%	24.9%
	4.09	4.57	2.55	3.29	4.09	2.02	1.09	5.48	3.44	3.07	2.59	2.49	3.23
Operating Expenses - Salinas													
12	420	420	420	420	420	420	420	420	420	420	420	420	5,040
	150	150	150	150	150	150	150	150	150	150	150	150	1,800
	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480
13	5,100	7,100	8,500	10,300	12,000	10,700	9,300	6,700	7,000	6,000	4,900	4,500	92,100
	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	21,960
	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	62,400
	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	28,800
	520	520	520	520	520	520	520	520	520	520	520	520	6,240
	520	520	520	520	520	520	520	520	520	520	520	520	6,240
	620	620	620	620	620	620	620	620	620	620	620	620	7,440
	520	520	520	520	520	520	520	520	520	520	520	520	6,240
14	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	5,200	62,400
	520	520	520	520	520	520	520	520	520	520	520	520	6,240
	320	320	320	320	320	320	320	320	320	320	320	320	3,840
	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	37,440
15	67,630	67,630	67,630	67,630	67,630	67,630	67,630	67,630	67,630	67,630	67,630	67,630	811,560
16	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	49,920
	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	49,920
	520	520	520	520	520	520	520	520	520	520	520	520	6,240
	840	840	840	840	840	840	840	840	840	840	840	840	10,080
	104,790	106,790	108,190	109,990	111,690	110,390	108,990	106,390	106,690	105,690	104,590	104,190	1,288,380

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-12	Forecasted Oct-12	Forecasted Nov-12	Forecasted Dec-12	Forecasted Jan-13	Forecasted Feb-13	Forecasted Mar-13	Forecasted Apr-13	Forecasted May-13	Forecasted Jun-13	Forecasted Jul-13	Forecasted Aug-13	Forecasted FY 3
17	Operating Expenses - Laredo												
	150	150	150	150	150	150	150	150	150	150	150	150	1,800
	Alarm	320	320	320	320	320	320	320	320	320	320	320	3,840
	Automobile	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	18,720
18	100	100	100	100	100	100	100	100	100	100	100	100	1,200
	Cooler Supplies	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	3,120	37,440
19	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	1,980	23,760
20	320	320	320	320	320	320	320	320	320	320	320	320	3,840
	Equipment Rental	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	2,600	31,200
22	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480
	Insurance - Health	170	170	170	170	170	170	170	170	170	170	170	2,040
	Insurance - Liability	840	840	840	840	840	840	840	840	840	840	840	10,080
	Insurance - Workers' Compensation	720	720	720	720	720	720	720	720	720	720	720	8,640
	Janitorial	520	520	520	520	520	520	520	520	520	520	520	6,240
	Licenses & Fees	100	100	100	100	100	100	100	100	100	100	100	1,200
	Loan Fees	100	100	100	100	100	100	100	100	100	100	100	1,200
	Miscellaneous	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	4,160	49,920
21	-	-	-	-	-	-	-	-	-	-	-	-	-
	Repairs & Maintenance	18,730	18,730	18,730	18,730	18,730	18,730	18,730	18,730	18,730	18,730	18,730	224,760
22	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	1,830	21,960
	Salaries & Wages	520	520	520	520	520	520	520	520	520	520	520	6,240
23	840	840	840	840	840	840	840	840	840	840	840	840	10,080
	Taxes - Personal Property	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	1,040	12,480
16	520	520	520	520	520	520	520	520	520	520	520	520	6,240
	Taxes - Real Property	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	7,800	93,600
25	-	-	-	-	-	-	-	-	-	-	-	-	-
	Telephone & Internet	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	588,960
26	-	-	-	-	-	-	-	-	-	-	-	-	-
	Travel & Promotion	161,630	314,730	210,430	382,730	576,230	39,130	340,930	224,530	143,830	59,530	38,930	2,717,960
27	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	49,080	588,960
	Utilities	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA	EBITDA
	Utilities - House	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses	Administrative Expenses
28	-	-	-	-	-	-	-	-	-	-	-	-	-
	DIP Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-
29	-	-	-	-	-	-	-	-	-	-	-	-	-
	Laredo Litigation Fees	-	-	-	-	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-	-	-	-	-	-
	DIP Accounting Fees	-	-	-	-	-	-	-	-	-	-	-	-
	OUST Fees	-	-	-	-	-	-	-	-	-	-	-	-
	Total Administrative Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses	Other Expenses
31	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
	Depreciation - Salinas	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	144,000
32	20	20	20	20	20	20	20	20	20	20	20	20	240
	Depreciation - Laredo	5,400	5,300	5,200	5,100	5,000	4,900	4,800	4,700	4,600	4,500	4,400	58,200
	Interest Expense - Salinas	7,600	7,400	7,200	7,000	6,800	6,600	6,400	6,200	6,000	5,800	5,600	78,000
	Interest Expense - Laredo	260	250	240	230	220	210	200	190	180	170	160	2,440
	Interest Expense - WFB	32,020	31,720	31,420	31,120	30,820	30,520	29,920	29,620	29,320	29,020	28,720	364,440
	Interest Expense - priority claims	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)	Net Income (Loss)
	129,610	283,010	179,010	351,610	545,410	194,810	8,910	311,010	194,910	114,510	30,510	10,210	2,353,520

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

REF	Forecasted Sep-12	Forecasted Oct-12	Forecasted Nov-12	Forecasted Dec-12	Forecasted Jan-13	Forecasted Feb-13	Forecasted Mar-13	Forecasted Apr-13	Forecasted May-13	Forecasted Jun-13	Forecasted Jul-13	Forecasted Aug-13	Forecasted FY 3
Forecasted Accruals													
	BOM - A/R												
	1,061,640	1,203,440	1,981,840	1,981,420	2,400,240	2,810,760	2,620,920	2,287,040	1,704,660	1,668,280	1,477,840	1,213,700	
	1,028,700	1,421,100	1,697,200	2,060,800	2,398,600	2,141,200	1,858,800	1,332,900	1,401,700	1,197,500	974,200	905,400	
	(886,900)	(997,700)	(1,342,620)	(1,641,980)	(1,988,080)	(2,331,040)	(2,192,680)	(1,915,280)	(1,438,080)	(1,387,940)	(1,238,340)	(1,018,860)	
	1,203,440	1,626,840	1,981,420	2,400,240	2,810,760	2,620,920	2,287,040	1,704,660	1,668,280	1,477,840	1,213,700	1,100,240	
	BOM - Due from Cimino Mexico												
	796,000	792,000	788,000	784,000	780,000	776,000	772,000	768,000	764,000	760,000	756,000	752,000	
	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	
	792,000	788,000	784,000	780,000	776,000	772,000	768,000	764,000	760,000	756,000	752,000	748,000	
	BOM - Post Petition A/P												
	(703,200)	(713,200)	(950,500)	(1,329,500)	(1,519,000)	(1,661,600)	(1,756,400)	(1,661,600)	(836,500)	(1,021,400)	(898,900)	(761,000)	
	(713,200)	(950,500)	(1,329,500)	(1,519,000)	(1,661,600)	(1,756,400)	(1,661,600)	(836,500)	(1,021,400)	(898,900)	(761,000)	(713,200)	
	703,200	713,200	950,500	1,329,500	1,519,000	1,661,600	1,756,400	1,661,600	836,500	1,021,400	898,900	761,000	
	(713,200)	(950,500)	(1,329,500)	(1,519,000)	(1,661,600)	(1,756,400)	(1,661,600)	(836,500)	(1,021,400)	(898,900)	(761,000)	(713,200)	
	BOM - WFB LOC												
	(1,311,400)	(1,278,000)	(1,244,400)	(1,210,600)	(1,176,600)	(1,142,400)	(1,108,000)	(1,073,400)	(1,038,600)	(1,003,600)	(968,400)	(933,000)	
	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	
	(7,600)	(7,400)	(7,200)	(7,000)	(6,800)	(6,600)	(6,400)	(6,200)	(6,000)	(5,800)	(5,600)	(5,400)	
	(1,278,000)	(1,244,400)	(1,210,600)	(1,176,600)	(1,142,400)	(1,108,000)	(1,073,400)	(1,038,600)	(1,003,600)	(968,400)	(933,000)	(897,400)	
	BOM - Pre-Petition Unsecured Claims												
	(5,987,000)	(5,987,000)	(5,987,000)	(5,807,600)	(5,807,600)	(5,807,600)	(5,446,100)	(5,446,100)	(5,446,100)	(4,898,700)	(4,898,700)	(4,898,700)	
	-	-	179,400	-	-	361,500	-	-	547,400	-	-	528,100	
	(5,987,000)	(5,987,000)	(5,807,600)	(5,807,600)	(5,807,600)	(5,446,100)	(5,446,100)	(5,446,100)	(4,898,700)	(4,898,700)	(4,898,700)	(4,370,600)	
	BOM - Pre-Petition Priority Tax Claims												
	(39,060)	(37,520)	(35,970)	(34,410)	(32,840)	(31,260)	(29,670)	(28,070)	(26,460)	(24,840)	(23,210)	(21,560)	
	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	
	(260)	(250)	(240)	(230)	(220)	(210)	(200)	(190)	(180)	(170)	(150)	(140)	
	(37,520)	(35,970)	(34,410)	(32,840)	(31,260)	(29,670)	(28,070)	(26,460)	(24,840)	(23,210)	(21,560)	(19,900)	
	BOM - Secured Notes Payable - Salinas												
	(16,260)	(15,780)	(15,300)	(14,820)	(14,340)	(13,860)	(13,380)	(12,900)	(12,420)	(11,940)	(11,460)	(10,980)	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	500	500	500	500	500	500	500	500	500	500	500	500	
	500	500	500	500	500	500	500	500	500	500	500	500	
	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	
	(15,780)	(15,300)	(14,820)	(14,340)	(13,860)	(13,380)	(12,900)	(12,420)	(11,940)	(11,460)	(10,980)	(10,500)	
	BOM - Secured Notes Payable - Laredo												
	(899,630)	(893,330)	(886,950)	(880,430)	(873,830)	(867,130)	(860,330)	(853,430)	(846,430)	(839,330)	(832,130)	(824,830)	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	-	-	-	-	-	-	-	-	-	-	-	-	
	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	
	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	
	-	-	-	-	-	-	-	-	-	-	-	-	
	(5,400)	(5,300)	(5,200)	(5,100)	(5,000)	(4,900)	(4,800)	(4,700)	(4,600)	(4,500)	(4,400)	(4,300)	
	(893,330)	(886,930)	(880,430)	(873,830)	(867,130)	(860,330)	(853,430)	(846,430)	(839,330)	(832,130)	(824,830)	(817,430)	

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
 Forecasted Cash Flows from Operations
 For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-12	Forecasted Oct-12	Forecasted Nov-12	Forecasted Dec-12	Forecasted Jan-13	Forecasted Feb-13	Forecasted Mar-13	Forecasted Apr-13	Forecasted May-13	Forecasted Jun-13	Forecasted Jul-13	Forecasted Aug-13	Forecasted FY 3
38	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
28	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
29	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
40	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000
33	886,900	997,700	1,342,620	1,641,980	1,988,080	2,331,040	2,192,680	1,915,280	1,438,080	1,387,940	1,238,340	1,018,860	886,900
	886,900	997,700	1,342,620	1,641,980	1,988,080	2,331,040	2,192,680	1,915,280	1,438,080	1,387,940	1,238,340	1,018,860	886,900
12	(104,790)	(106,790)	(108,190)	(109,990)	(111,690)	(110,390)	(108,990)	(106,390)	(106,690)	(105,690)	(104,590)	(104,190)	(104,790)
17	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)	(49,080)
8	(703,200)	(713,200)	(950,500)	(1,329,500)	(1,519,000)	(1,661,600)	(1,756,400)	(1,661,600)	(836,500)	(1,021,400)	(898,900)	(761,000)	(703,200)
	(857,070)	(869,070)	(1,107,770)	(1,488,570)	(1,679,770)	(1,821,070)	(1,914,470)	(1,817,070)	(992,270)	(1,176,170)	(1,052,570)	(914,270)	(857,070)
	779,830	878,630	984,850	903,410	1,058,310	1,259,970	1,028,210	848,210	1,195,810	961,770	935,770	854,590	779,830
34	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
36	-	-	-	-	-	-	-	-	-	-	-	-	-
35	-	-	-	-	-	-	-	-	-	-	-	-	-
40	-	-	-	-	-	-	-	-	-	-	-	-	-
	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
32	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)
41	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)
16	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)
28	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)
29	-	-	-	-	-	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-	-	-	-	-	-
39	(181,550)	-	-	-	-	-	-	-	-	(181,550)	-	-	-
40	-	-	(179,400)	-	-	-	-	-	-	-	-	-	-
	(236,550)	(55,000)	(234,400)	(55,000)	(55,000)	(416,500)	(55,000)	(55,000)	(602,400)	(236,550)	(55,000)	(583,100)	(236,550)
EOM Cash	547,280	827,630	754,450	852,410	1,007,310	847,470	977,210	797,210	597,410	729,220	884,770	275,490	547,280
Cash Reserve for Operations	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)
Cash Available for Debt Service	(202,720)	77,630	4,450	102,410	257,310	97,470	227,210	47,210	(152,590)	(20,780)	134,770	(474,510)	(202,720)
Cumulative Cash Available for Debt Service	281,200	358,830	363,280	465,690	723,000	820,470	1,047,680	1,094,890	942,300	921,520	1,056,290	581,780	281,200

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

REF	Forecasted Sep-13	Forecasted Oct-13	Forecasted Nov-13	Forecasted Dec-13	Forecasted Jan-14	Forecasted Feb-14	Forecasted Mar-14	Forecasted Apr-14	Forecasted May-14	Forecasted Jun-14	Forecasted Jul-14	Forecasted Aug-14	Forecasted FY 4
Forecasted Statements of Operations													
Sales													
4	78,400	104,500	146,400	167,300	183,000	193,500	183,000	92,000	112,400	98,900	83,600	78,400	1,521,400
5	12,01	12,49	10,41	11,17	11,99	9,86	8,92	13,43	11,33	10,95	10,47	10,37	11,12
6	941,400	1,305,400	1,524,500	1,868,300	2,193,400	1,908,700	1,631,700	1,235,500	1,273,400	1,083,200	875,100	813,000	16,653,600
7	126,200	168,200	235,700	269,400	294,600	311,500	294,600	148,100	181,000	159,200	134,600	136,200	2,449,300
	1,067,600	1,473,600	1,760,200	2,137,700	2,488,000	2,220,200	1,926,300	1,383,600	1,454,400	1,242,400	1,009,700	939,200	19,102,900
Costs of Goods Sold													
8	103,500	137,900	193,200	220,800	241,600	255,400	241,600	121,400	148,400	130,500	110,400	103,500	2,008,200
9	86,200	115,000	161,000	184,000	201,300	212,900	201,300	101,200	123,600	108,800	92,000	86,200	1,673,500
10	39,200	52,300	73,200	83,700	91,500	96,800	91,500	46,000	56,200	49,500	41,800	39,200	760,900
11	300,300	400,200	560,700	640,800	700,900	741,100	700,900	352,400	430,500	378,800	320,200	300,300	5,827,100
12	529,200	705,400	988,100	1,129,300	1,235,300	1,306,200	1,235,300	621,000	758,700	667,600	564,400	529,200	10,269,700
13	113,600	151,400	212,100	242,500	265,100	280,400	265,100	133,300	162,900	143,300	121,100	113,600	2,204,400
14	72,100	96,100	134,700	153,900	168,400	178,000	168,400	84,600	103,400	91,000	76,900	72,100	1,399,600
15	6,300	8,400	11,700	13,400	14,600	15,500	14,600	7,400	9,000	7,900	6,700	6,300	121,800
16	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
	724,200	964,300	1,349,600	1,542,100	1,686,400	1,783,100	1,686,400	849,300	1,037,000	912,800	772,100	724,200	14,031,500
	343,400	509,300	410,600	595,600	801,600	437,100	239,900	534,300	417,400	329,600	237,600	215,000	5,071,400
	32.2%	34.6%	23.3%	27.9%	32.2%	19.7%	12.5%	38.6%	28.7%	26.5%	23.5%	22.9%	26.5%
	4.38	4.87	2.80	3.56	4.38	2.26	1.31	5.81	3.71	3.33	2.84	2.74	3.50
Operating Expenses - Salinas													
Alarm	430	430	430	430	430	430	430	430	430	430	430	430	5,160
Automobile	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Bank Charges	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	12,720
Bad Debt Expense	5,300	7,400	8,800	10,700	12,400	11,100	9,600	6,900	7,300	6,200	5,000	4,700	95,400
Dues & Subscriptions	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	22,440
Insurance - Health	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	63,600
Insurance - Liability	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	29,400
Insurance - Workers' Compensation	530	530	530	530	530	530	530	530	530	530	530	530	6,360
Janitorial/Service	530	530	530	530	530	530	530	530	530	530	530	530	6,360
Licenses & Fees	630	630	630	630	630	630	630	630	630	630	630	630	7,560
Miscellaneous	530	530	530	530	530	530	530	530	530	530	530	530	6,360
Office Rent	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	5,300	63,600
Office Supplies	530	530	530	530	530	530	530	530	530	530	530	530	6,360
Postage	330	330	330	330	330	330	330	330	330	330	330	330	3,960
Professional Fees (Non-Bankruptcy)	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	38,160
Salaries & Wages	68,980	68,980	68,980	68,980	68,980	68,980	68,980	68,980	68,980	68,980	68,980	68,980	827,760
Taxes - Payroll	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	50,880
Telephone & Internet	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	50,880
Travel & Promotion	530	530	530	530	530	530	530	530	530	530	530	530	6,360
Utilities	860	860	860	860	860	860	860	860	860	860	860	860	10,320
	106,970	109,070	110,470	112,370	114,070	112,770	111,270	108,570	108,970	107,870	106,670	106,370	1,315,440

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-13	Forecasted Oct-13	Forecasted Nov-13	Forecasted Dec-13	Forecasted Jan-14	Forecasted Feb-14	Forecasted Mar-14	Forecasted Apr-14	Forecasted May-14	Forecasted Jun-14	Forecasted Jul-14	Forecasted Aug-14	Forecasted FY 4
Operating Expenses - Laredo													
17	150	150	150	150	150	150	150	150	150	150	150	150	1,800
	Alarm	330	330	330	330	330	330	330	330	330	330	330	3,960
	Automobile	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	1,590	19,080
18	100	100	100	100	100	100	100	100	100	100	100	100	1,200
	Cooler Supplies	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	3,180	38,160
19	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	2,020	24,240
20	330	330	330	330	330	330	330	330	330	330	330	330	3,960
	Inspections - Health	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	2,650	31,800
22	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	12,720
	Insurance - Workers' Compensation	170	170	170	170	170	170	170	170	170	170	170	2,040
	Janitorial	860	860	860	860	860	860	860	860	860	860	860	10,320
	Licenses & Fees	730	730	730	730	730	730	730	730	730	730	730	8,760
	Loan Fees	530	530	530	530	530	530	530	530	530	530	530	6,360
	Miscellaneous	100	100	100	100	100	100	100	100	100	100	100	1,200
	Office Supplies	100	100	100	100	100	100	100	100	100	100	100	1,200
	Postage	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	4,240	50,880
	Repairs & Maintenance	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	229,200
21	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	22,440
	Salaries & Wages	530	530	530	530	530	530	530	530	530	530	530	6,360
22	860	860	860	860	860	860	860	860	860	860	860	860	10,320
	Taxes - Personal Property	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	12,720
23	530	530	530	530	530	530	530	530	530	530	530	530	6,360
	Taxes - Real Property	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	1,060	12,720
24	530	530	530	530	530	530	530	530	530	530	530	530	6,360
	Telephone & Internet	530	530	530	530	530	530	530	530	530	530	530	6,360
16	7,960	7,960	7,960	7,960	7,960	7,960	7,960	7,960	7,960	7,960	7,960	7,960	95,520
	Travel & Promotion	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	600,600
25	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	19,100	229,200
26	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	1,870	22,440
	Utilities - House	186,380	350,180	250,080	433,180	637,480	78,580	375,680	258,380	171,680	80,880	58,580	3,155,360
27	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	50,050	600,600
	Utilities - House	Total Operating Expenses - Laredo											
	EBITDA												
	Administrative Expenses												
28	-	-	-	-	-	-	-	-	-	-	-	-	-
	DIP Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-
29	-	-	-	-	-	-	-	-	-	-	-	-	-
	Laredo Litigation Fees	-	-	-	-	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-	-	-	-	-	-
	DIP Accounting Fees	Total Administrative Expenses											
	OUST Fees	Other Expenses											
31	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
	Depreciation - Salinas	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	144,000
32	20	20	20	20	20	20	20	20	20	20	20	20	240
	Depreciation - Laredo	4,200	4,100	4,000	3,900	3,800	3,600	3,500	3,400	3,300	3,200	3,100	43,800
	Interest Expense - Salinas	5,200	5,000	4,800	4,600	4,400	4,200	4,000	3,800	3,600	3,400	3,200	49,200
	Interest Expense - Laredo	130	120	110	100	90	80	70	60	50	40	30	840
	Interest Expense - WFB	Total Other Expenses											
	Interest Expense - priority claims	28,420	28,120	27,820	27,520	27,220	26,920	26,620	26,320	26,020	25,720	25,420	321,240
	Net Income (Loss)	157,960	322,060	222,260	405,660	610,260	247,360	349,360	232,360	145,960	55,460	33,460	2,834,120

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Forecasted Accruals

REF	Forecasted Sep-13	Forecasted Oct-13	Forecasted Nov-13	Forecasted Dec-13	Forecasted Jan-14	Forecasted Feb-14	Forecasted Mar-14	Forecasted Apr-14	Forecasted May-14	Forecasted Jun-14	Forecasted Jul-14	Forecasted Aug-14	Forecasted FY 4
33	1,100,240	1,248,680	1,687,120	2,054,920	2,489,740	2,915,540	2,717,800	2,370,340	1,768,860	1,731,120	1,533,280	1,258,180	
	1,067,600	1,473,600	1,760,200	2,137,700	2,488,000	2,220,200	1,926,300	1,383,600	1,454,400	1,242,400	1,009,700	939,200	
	(919,160)	(1,035,160)	(1,392,800)	(1,702,880)	(2,062,200)	(2,417,940)	(2,273,760)	(1,985,080)	(1,492,140)	(1,440,240)	(1,284,800)	(1,056,240)	
	1,248,680	1,687,120	2,054,920	2,489,740	2,915,540	2,717,800	2,370,340	1,768,860	1,731,120	1,533,280	1,258,180	1,141,140	
34	748,000	744,000	740,000	736,000	732,000	728,000	724,000	720,000	716,000	712,000	708,000	704,000	700,000
	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
	744,000	740,000	736,000	732,000	728,000	724,000	720,000	716,000	712,000	708,000	704,000	700,000	
8	(713,200)	(724,200)	(964,300)	(1,349,600)	(1,542,100)	(1,686,400)	(1,783,100)	(1,686,400)	(849,300)	(1,037,000)	(912,800)	(772,100)	
	(724,200)	(964,300)	(1,349,600)	(1,542,100)	(1,686,400)	(1,783,100)	(1,686,400)	(849,300)	(1,037,000)	(912,800)	(772,100)	(724,200)	
	713,200	724,200	964,300	1,349,600	1,542,100	1,686,400	1,783,100	1,686,400	849,300	1,037,000	912,800	772,100	
	(724,200)	(964,300)	(1,349,600)	(1,542,100)	(1,686,400)	(1,783,100)	(1,686,400)	(849,300)	(1,037,000)	(912,800)	(772,100)	(724,200)	
32	(897,400)	(861,600)	(825,600)	(789,400)	(753,000)	(716,400)	(679,600)	(642,600)	(605,400)	(568,000)	(530,400)	(492,600)	(454,600)
	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000
	(5,200)	(5,000)	(4,800)	(4,600)	(4,400)	(4,200)	(4,000)	(3,800)	(3,600)	(3,400)	(3,200)	(3,000)	(2,800)
	(861,600)	(825,600)	(789,400)	(753,000)	(716,400)	(679,600)	(642,600)	(605,400)	(568,000)	(530,400)	(492,600)	(454,600)	
40	(4,370,600)	(4,370,600)	(4,370,600)	(4,148,000)	(4,148,000)	(4,148,000)	(3,706,000)	(3,706,000)	(3,706,000)	(3,042,400)	(3,042,400)	(3,042,400)	(3,042,400)
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
	(4,370,600)	(4,370,600)	(4,370,600)	(4,148,000)	(4,148,000)	(4,148,000)	(3,706,000)	(3,706,000)	(3,706,000)	(3,042,400)	(3,042,400)	(3,042,400)	(2,432,600)
41	(19,900)	(18,230)	(16,550)	(14,860)	(13,160)	(11,450)	(9,730)	(7,990)	(6,240)	(4,480)	(2,710)	(930)	
	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800
	(130)	(120)	(110)	(100)	(90)	(80)	(60)	(50)	(40)	(30)	(20)	(10)	
	(18,230)	(16,550)	(14,860)	(13,160)	(11,450)	(9,730)	(7,990)	(6,240)	(4,480)	(2,710)	(930)		
BOM - Secured Notes Payable - Salinas	(10,500)	(10,020)	(9,540)	(9,060)	(8,580)	(8,100)	(7,620)	(7,140)	(6,660)	(6,180)	(5,700)	(5,220)	
2006 Ford F150	-	-	-	-	-	-	-	-	-	-	-	-	
2006 Ford Mustang	-	-	-	-	-	-	-	-	-	-	-	-	
Cisco Phone System	-	-	-	-	-	-	-	-	-	-	-	-	
2007 GM Yukon	-	-	-	-	-	-	-	-	-	-	-	-	
2008 Ford Expedition	-	-	-	-	-	-	-	-	-	-	-	-	
2008 Ford Explorer	-	-	-	-	-	-	-	-	-	-	-	-	
2008 Ford Explorer	500	500	500	500	500	500	500	500	500	500	500	500	
Payments	500	500	500	500	500	500	500	500	500	500	500	500	
Debt Elimination	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	
	(10,020)	(9,540)	(9,060)	(8,580)	(8,100)	(7,620)	(7,140)	(6,660)	(6,180)	(5,700)	(5,220)	(4,740)	
BOM - Secured Notes Payable - Laredo	(817,430)	(809,930)	(802,330)	(794,630)	(786,830)	(778,930)	(770,930)	(762,830)	(754,630)	(746,330)	(737,930)	(729,430)	
Scissorlift & Sweeper	-	-	-	-	-	-	-	-	-	-	-	-	
Forklifts	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo House - 1st	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo House - 2nd	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo Warehouse - B of A	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	
Laredo Warehouse - SBA	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
Laredo Ice Maker/Injector	-	-	-	-	-	-	-	-	-	-	-	-	
Payments	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	
Debt Elimination	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	(4,200)	(4,100)	(4,000)	(3,900)	(3,800)	(3,700)	(3,600)	(3,500)	(3,400)	(3,300)	(3,200)	(3,100)	
	(809,930)	(802,330)	(794,630)	(786,830)	(778,930)	(770,930)	(762,830)	(754,630)	(746,330)	(737,930)	(729,430)	(720,830)	

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
 Forecasted Cash Flows from Operations
 For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-13	Forecasted Oct-13	Forecasted Nov-13	Forecasted Dec-13	Forecasted Jan-14	Forecasted Feb-14	Forecasted Mar-14	Forecasted Apr-14	Forecasted May-14	Forecasted Jun-14	Forecasted Jul-14	Forecasted Aug-14	Forecasted FY 4
38	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
28	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
29	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
40	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000
33	919,160	1,035,160	1,392,400	1,702,880	2,062,200	2,417,940	2,273,760	1,985,080	1,492,140	1,440,240	1,284,800	1,056,240	
	919,160	1,035,160	1,392,400	1,702,880	2,062,200	2,417,940	2,273,760	1,985,080	1,492,140	1,440,240	1,284,800	1,056,240	
12	(106,970)	(109,070)	(110,470)	(112,370)	(114,070)	(112,770)	(111,270)	(108,570)	(108,970)	(107,870)	(106,670)	(106,370)	
17	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	(50,050)	
8	(713,200)	(724,200)	(964,300)	(1,349,600)	(1,542,100)	(1,686,400)	(1,783,100)	(1,686,400)	(849,300)	(1,037,000)	(912,800)	(772,100)	
	(870,220)	(883,320)	(1,124,820)	(1,512,020)	(1,706,220)	(1,849,220)	(1,944,420)	(1,849,220)	(1,008,320)	(1,194,920)	(1,069,520)	(928,520)	
	798,940	901,840	1,017,580	940,860	1,105,980	1,318,720	1,079,340	890,060	1,233,820	995,320	965,280	877,720	
34	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	
36	-	-	-	-	-	-	-	-	-	-	-	-	
35	-	-	-	-	-	-	-	-	-	-	-	-	
40	-	-	-	-	-	-	-	-	-	-	-	-	
	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	
32	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	
41	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	
16	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	
28	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	(1,800)	
29	-	-	-	-	-	-	-	-	-	-	-	-	
30	-	-	-	-	-	-	-	-	-	-	-	-	
39	(235,350)	-	-	-	-	-	-	-	-	(235,350)	-	-	
40	-	-	(222,600)	-	-	(442,000)	-	-	(663,600)	-	-	-	(609,800)
	(290,350)	(55,000)	(277,600)	(55,000)	(55,000)	(497,000)	(55,000)	(55,000)	(718,600)	(290,350)	(55,000)	(663,940)	
EOM Cash	512,590	850,840	743,980	889,860	1,054,980	825,720	1,028,340	839,060	519,220	708,970	914,280	217,780	
Cash Reserve for Operations	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	
Cash Available for Debt Service	(237,410)	100,840	(6,020)	139,860	304,980	75,720	278,340	89,060	(230,780)	(41,030)	164,280	(532,220)	
Cumulative Cash Available for Debt Service	344,370	445,210	439,190	579,050	884,030	959,750	1,238,090	1,327,150	1,096,370	1,055,340	1,219,620	687,400	

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Forecasted Statements of Operations

REF	Forecasted Sep-14	Forecasted Oct-14	Forecasted Nov-14	Forecasted Dec-14	Forecasted Jan-15	Forecasted Feb-15	Forecasted Mar-15	Forecasted Apr-15	Forecasted May-15	Forecasted Jun-15	Forecasted Jul-15	Forecasted Aug-15	Forecasted FY 5
Sales													
4	79,600	106,100	148,600	169,800	185,700	196,400	185,700	93,400	114,100	100,400	84,900	79,600	1,544,300
5	12,31	12,80	10,67	11,45	12,29	10,11	9,14	13,76	11,61	11,23	10,73	10,63	11,39
6	979,700	1,358,500	1,586,100	1,943,600	2,281,400	1,985,800	1,697,200	1,285,600	1,324,900	1,127,100	910,900	846,100	17,326,900
7	128,200	170,800	239,200	273,400	299,000	316,200	299,000	150,400	183,700	161,600	136,700	128,200	2,486,400
	1,107,900	1,529,300	1,825,300	2,217,000	2,580,400	2,302,000	1,996,200	1,436,000	1,508,600	1,288,700	1,047,600	974,300	19,813,300
Costs of Goods Sold													
8	105,100	140,100	196,200	224,100	245,100	259,200	245,100	123,300	150,600	132,500	112,100	105,100	2,038,500
9	87,600	116,700	163,500	186,800	204,300	216,000	204,300	102,700	125,500	110,400	93,400	87,600	1,698,800
	39,800	53,100	74,300	84,900	92,900	98,200	92,900	46,700	57,100	50,200	42,500	39,800	772,400
	304,900	406,400	569,100	650,300	711,200	752,200	711,200	357,700	437,000	384,500	325,200	304,900	5,914,600
	537,400	716,300	1,003,100	1,146,100	1,253,500	1,325,600	1,253,500	630,400	770,200	677,600	573,200	537,400	10,424,300
	115,400	153,700	215,300	246,100	269,100	284,600	269,100	135,400	165,300	145,400	123,000	115,400	2,237,800
	73,200	97,600	136,700	156,200	170,800	180,700	170,800	85,900	105,000	92,400	78,100	73,200	1,420,600
	6,400	8,500	11,900	13,600	14,900	15,700	14,900	7,500	9,100	8,000	6,800	6,400	123,700
	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
	735,400	979,100	1,370,000	1,565,000	1,711,300	1,809,600	1,711,300	862,200	1,052,600	926,400	784,100	735,400	14,242,400
	372,500	550,200	455,300	652,000	869,100	492,400	284,900	573,800	456,000	362,300	263,500	238,900	5,570,900
	33.6%	36.0%	24.9%	29.4%	33.7%	21.4%	14.3%	40.0%	30.2%	28.1%	25.2%	24.5%	28.1%
	4.68	5.19	3.06	3.84	4.68	2.51	1.53	6.14	4.00	3.61	3.10	3.00	3.78
Operating Expenses - Salinas													
12	Alarm	440	440	440	440	440	440	440	440	440	440	440	5,280
	Automobile	150	150	150	150	150	150	150	150	150	150	150	1,800
	Bank Charges	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	12,960
13	Bad Debt Expense	5,500	7,600	9,100	11,100	12,900	11,500	7,200	7,500	6,400	5,200	4,900	98,900
	Dues & Subscriptions	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	22,920
	Insurance - Health	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	64,920
	Insurance - Liability	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
	Insurance - Workers' Compensation	540	540	540	540	540	540	540	540	540	540	540	6,480
	Janitorial/Service	540	540	540	540	540	540	540	540	540	540	540	6,480
	Licenses & Fees	640	640	640	640	640	640	640	640	640	640	640	7,680
	Miscellaneous	540	540	540	540	540	540	540	540	540	540	540	6,480
14	Office Rent	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	5,410	64,920
	Office Supplies	540	540	540	540	540	540	540	540	540	540	540	6,480
	Postage	340	340	340	340	340	340	340	340	340	340	340	4,080
	Professional Fees (Non-Bankruptcy)	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	38,880
15	Salaries & Wages	70,360	70,360	70,360	70,360	70,360	70,360	70,360	70,360	70,360	70,360	70,360	844,320
	Taxes - Payroll	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	51,840
16	Telephone & Internet	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	51,840
	Travel & Promotion	540	540	540	540	540	540	540	540	540	540	540	6,480
	Utilities	880	880	880	880	880	880	880	880	880	880	880	10,560
	109,200	111,300	112,800	114,800	116,600	115,200	113,700	110,900	111,200	110,100	108,900	108,600	1,343,300

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-14	Forecasted Oct-14	Forecasted Nov-14	Forecasted Dec-14	Forecasted Jan-15	Forecasted Feb-15	Forecasted Mar-15	Forecasted Apr-15	Forecasted May-15	Forecasted Jun-15	Forecasted Jul-15	Forecasted Aug-15	Forecasted FY 5
17	Operating Expenses - Laredo												
	150	150	150	150	150	150	150	150	150	150	150	150	1,800
	Alarm	340	340	340	340	340	340	340	340	340	340	340	4,080
	Automobile	1,620	1,620	1,620	1,620	1,620	1,620	1,620	1,620	1,620	1,620	1,620	19,440
18	100	100	100	100	100	100	100	100	100	100	100	100	1,200
	Cooler Supplies	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	3,240	38,880
19	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	2,060	24,720
20	340	340	340	340	340	340	340	340	340	340	340	340	4,080
	Equipment Rental	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	32,400
22	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	12,960
	Insurance - Health	170	170	170	170	170	170	170	170	170	170	170	2,040
	Insurance - Liability	880	880	880	880	880	880	880	880	880	880	880	10,560
	Insurance - Workers' Compensation	740	740	740	740	740	740	740	740	740	740	740	8,880
	Janitorial	540	540	540	540	540	540	540	540	540	540	540	6,480
	Licenses & Fees	100	100	100	100	100	100	100	100	100	100	100	1,200
	Loan Fees	100	100	100	100	100	100	100	100	100	100	100	1,200
	Miscellaneous	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	4,320	51,840
21	-	-	-	-	-	-	-	-	-	-	-	-	-
	Repairs & Maintenance	19,480	19,480	19,480	19,480	19,480	19,480	19,480	19,480	19,480	19,480	19,480	233,760
22	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	1,910	22,920
	Salaries & Wages	540	540	540	540	540	540	540	540	540	540	540	6,480
23	880	880	880	880	880	880	880	880	880	880	880	880	10,560
	Taxes - Personal Property	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	1,080	12,960
16	540	540	540	540	540	540	540	540	540	540	540	540	6,480
	Taxes - Real Property	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120	8,120	97,440
25	-	-	-	-	-	-	-	-	-	-	-	-	-
	Telephone & Internet	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	612,360
26	212,270	387,870	291,470	486,170	701,470	326,170	120,170	411,870	293,770	201,170	103,570	79,270	3,615,240
27	-	-	-	-	-	-	-	-	-	-	-	-	-
	Utilities	-	-	-	-	-	-	-	-	-	-	-	-
	Utilities - House	-	-	-	-	-	-	-	-	-	-	-	-
	Total Operating Expenses - Laredo	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	51,030	612,360
28	-	-	-	-	-	-	-	-	-	-	-	-	-
	EBITDA	212,270	387,870	291,470	486,170	701,470	326,170	411,870	293,770	201,170	103,570	79,270	3,615,240
29	-	-	-	-	-	-	-	-	-	-	-	-	-
	Administrative Expenses	-	-	-	-	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-	-	-	-	-	-
	DIP Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-
	Laredo Litigation Fees	-	-	-	-	-	-	-	-	-	-	-	-
	DIP Accounting Fees	-	-	-	-	-	-	-	-	-	-	-	-
	OUST Fees	-	-	-	-	-	-	-	-	-	-	-	-
	Total Administrative Expenses	-	-	-	-	-	-	-	-	-	-	-	-
31	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	84,000
	Other Expenses	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	144,000
32	20	20	20	20	20	20	20	20	20	20	20	20	200
	Depreciation - Salinas	3,000	2,900	2,800	2,700	2,600	2,400	2,300	2,200	2,100	2,000	1,900	29,400
	Depreciation - Laredo	2,800	2,600	2,400	2,200	2,000	1,800	1,600	1,400	1,200	1,000	800	20,400
	Interest Expense - Salinas	-	-	-	-	-	-	-	-	-	-	-	-
	Interest Expense - Laredo	-	-	-	-	-	-	-	-	-	-	-	-
	Interest Expense - WFB	-	-	-	-	-	-	-	-	-	-	-	-
	Interest Expense - priority claims	-	-	-	-	-	-	-	-	-	-	-	-
	Total Other Expenses	24,820	24,520	24,220	23,920	23,620	23,320	22,720	22,420	22,120	21,800	21,500	278,000
	Net Income (Loss)	187,450	363,350	267,250	462,250	677,850	302,850	389,150	271,350	179,050	81,770	57,770	3,337,240

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Forecasted Accruals

REF	Forecasted Sep-14	Forecasted Oct-14	Forecasted Nov-14	Forecasted Dec-14	Forecasted Jan-15	Forecasted Feb-15	Forecasted Mar-15	Forecasted Apr-15	Forecasted May-15	Forecasted Jun-15	Forecasted Jul-15	Forecasted Aug-15	Forecasted FY 5
33													
BOM - A/R	1,141,140	1,295,740	1,750,880	2,131,160	2,582,060	3,023,800	2,818,080	2,456,600	1,835,240	1,795,800	1,590,420	1,305,340	
Sales	1,107,900	1,529,300	1,825,300	2,217,000	2,580,400	2,302,000	1,996,200	1,436,000	1,508,600	1,288,700	1,047,600	974,300	
Collections	(953,300)	(1,074,160)	(1,445,020)	(1,766,100)	(2,138,660)	(2,507,720)	(2,357,360)	(2,057,360)	(1,548,040)	(1,494,080)	(1,332,680)	(1,095,820)	
EOM - A/R	1,295,740	1,750,880	2,131,160	2,582,060	3,023,800	2,818,080	2,456,600	1,835,240	1,795,800	1,590,420	1,305,340	1,183,820	
34													
BOM - Due from Cimino Mexico	700,000	695,000	692,000	688,000	684,000	680,000	676,000	672,000	668,000	664,000	660,000	656,000	
Collections from Cimino Mexico	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	
EOM - Due from Cimino Mexico	696,000	692,000	688,000	684,000	680,000	676,000	672,000	668,000	664,000	660,000	656,000	652,000	
8													
BOM - Post Petition A/P	(724,200)	(735,400)	(979,100)	(1,370,000)	(1,565,000)	(1,711,300)	(1,809,600)	(1,711,300)	(862,200)	(1,052,600)	(926,400)	(784,100)	
Costs of Goods Sold	(735,400)	(979,100)	(1,370,000)	(1,565,000)	(1,711,300)	(1,809,600)	(1,711,300)	(862,200)	(1,052,600)	(926,400)	(784,100)	(735,400)	
Payments	724,200	735,400	979,100	1,370,000	1,565,000	1,711,300	1,809,600	1,711,300	862,200	1,052,600	926,400	784,100	
EOM - Post Petition A/P	(735,400)	(979,100)	(1,370,000)	(1,565,000)	(1,711,300)	(1,809,600)	(1,711,300)	(862,200)	(1,052,600)	(926,400)	(784,100)	(735,400)	
32													
BOM - WFB LOC	(454,600)	(416,400)	(378,000)	(339,400)	(300,600)	(261,600)	(222,400)	(183,000)	(143,400)	(103,600)	(63,600)	(23,400)	
Payments	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	41,000	24,000	
Debt Elimination	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	(2,800)	(2,600)	(2,400)	(2,200)	(2,000)	(1,800)	(1,600)	(1,400)	(1,200)	(1,000)	(800)	(600)	
EOM - WFB LOC	(416,400)	(378,000)	(339,400)	(300,600)	(261,600)	(222,400)	(183,000)	(143,400)	(103,600)	(63,600)	(23,400)	-	
40													
BOM - Pre-Petition Unsecured Claims	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	(2,432,600)	
Payments	-	-	275,500	-	-	533,100	-	-	791,600	-	-	832,400	
EOM - Pre-Petition Unsecured Claims	(2,432,600)	(2,432,600)	(2,157,100)	(2,157,100)	(2,157,100)	(1,624,000)	(1,624,000)	(1,624,000)	(832,400)	(832,400)	(832,400)	(832,400)	
41													
BOM - Pre-Petition Priority Tax Claims	-	-	-	-	-	-	-	-	-	-	-	-	
Payments	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	-	-	-	-	-	-	-	-	-	-	-	-	
EOM - Pre-Petition Priority Tax Claims	-	-	-	-	-	-	-	-	-	-	-	-	
BOM - Secured Notes Payable - Salinas	(4,740)	(4,260)	(3,780)	(3,300)	(2,820)	(2,340)	(1,860)	(1,380)	(900)	(420)	-	-	
2006 Ford F150	-	-	-	-	-	-	-	-	-	-	-	-	
2006 Ford Mustang	-	-	-	-	-	-	-	-	-	-	-	-	
Cisco Phone System	-	-	-	-	-	-	-	-	-	-	-	-	
2007 GM Yukon	-	-	-	-	-	-	-	-	-	-	-	-	
2008 Ford Expedition	-	-	-	-	-	-	-	-	-	-	-	-	
2008 Ford Explorer	-	-	-	-	-	-	-	-	-	-	-	-	
2008 Ford Explorer	500	500	500	500	500	500	500	500	500	440	-	-	
Payments	500	500	500	500	500	500	500	500	500	440	-	-	
Debt Elimination	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	(20)	
EOM - Secured Notes Payable - Salinas	(4,260)	(3,780)	(3,300)	(2,820)	(2,340)	(1,860)	(1,380)	(900)	(420)	-	-	-	
BOM - Secured Notes Payable - Laredo	(720,830)	(712,130)	(703,330)	(694,430)	(685,430)	(676,330)	(667,130)	(657,830)	(648,430)	(638,930)	(629,330)	(619,630)	
Scissorlift & Sweeper	-	-	-	-	-	-	-	-	-	-	-	-	
Forklifts	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo House - 1st	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo House - 2nd	-	-	-	-	-	-	-	-	-	-	-	-	
Laredo Warehouse - B of A	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	
Laredo Warehouse - SBA	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	
Laredo Ice Maker/Injector	-	-	-	-	-	-	-	-	-	-	-	-	
Payments	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	11,700	
Debt Elimination	-	-	-	-	-	-	-	-	-	-	-	-	
Add Back Interest Portion	(3,000)	(2,900)	(2,800)	(2,700)	(2,600)	(2,500)	(2,400)	(2,300)	(2,200)	(2,100)	(2,000)	(1,900)	
EOM - Secured Notes Payable - Laredo	(712,130)	(703,330)	(694,430)	(685,430)	(676,330)	(667,130)	(657,830)	(648,430)	(638,930)	(629,330)	(619,630)	(609,830)	

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

REF	Forecasted Sep-14	Forecasted Oct-14	Forecasted Nov-14	Forecasted Dec-14	Forecasted Jan-15	Forecasted Feb-15	Forecasted Mar-15	Forecasted Apr-15	Forecasted May-15	Forecasted Jun-15	Forecasted Jul-15	Forecasted Aug-15	Forecasted FY 5
38	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)	(310,600)
28	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
29	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
40	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000
33	953,300	1,074,160	1,445,020	1,766,100	2,138,660	2,507,720	2,357,680	2,057,360	1,548,040	1,494,080	1,332,680	1,095,820	1,095,820
	953,300	1,074,160	1,445,020	1,766,100	2,138,660	2,507,720	2,357,680	2,057,360	1,548,040	1,494,080	1,332,680	1,095,820	1,095,820
12	(109,200)	(111,300)	(112,800)	(114,800)	(116,600)	(115,200)	(113,700)	(110,900)	(111,200)	(110,100)	(108,900)	(108,600)	(108,600)
17	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)	(51,030)
8	(724,200)	(735,400)	(979,100)	(1,370,000)	(1,565,000)	(1,711,300)	(1,809,600)	(1,711,300)	(862,200)	(1,052,600)	(926,400)	(784,100)	(784,100)
	(884,430)	(897,730)	(1,142,930)	(1,535,830)	(1,732,630)	(1,877,530)	(1,974,330)	(1,873,230)	(1,024,430)	(1,213,730)	(1,086,330)	(943,730)	(943,730)
	818,870	926,430	1,052,090	980,270	1,156,030	1,380,190	1,133,350	934,130	1,273,610	1,030,350	996,350	902,090	902,090
34	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
36	-	-	-	-	-	-	-	-	-	-	-	-	-
35	-	-	-	-	-	-	-	-	-	-	-	-	-
40	-	-	-	-	-	-	-	-	-	-	-	-	-
	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
32	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(500)	(440)	-	-	-
41	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)	(11,700)
16	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)	(41,000)
28	-	-	-	-	-	-	-	-	-	-	-	-	-
29	-	-	-	-	-	-	-	-	-	-	-	-	-
30	-	-	-	-	-	-	-	-	-	-	-	-	-
39	(283,400)	-	-	-	-	-	-	-	-	-	-	-	-
40	-	-	(275,500)	-	-	-	-	-	-	-	-	-	-
	-	-	(328,700)	(53,200)	(53,200)	(586,300)	(53,200)	(53,200)	(844,800)	(336,540)	(52,700)	(868,100)	(868,100)
	(336,600)	(53,200)	(328,700)	(53,200)	(53,200)	(586,300)	(53,200)	(53,200)	(844,800)	(336,540)	(52,700)	(868,100)	(868,100)
EOM Cash	486,270	877,230	727,390	931,070	1,106,830	797,890	1,084,150	884,930	432,810	697,810	947,650	37,990	37,990
Cash Reserve for Operations	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)	(750,000)
Cash Available for Debt Service	(263,730)	127,230	(22,610)	181,070	356,830	47,890	334,150	134,930	(317,190)	(52,190)	197,650	(712,010)	(712,010)
Cumulative Cash Available for Debt Service	423,670	550,900	528,290	709,360	1,066,190	1,114,080	1,448,230	1,583,160	1,265,970	1,213,780	1,411,430	699,420	699,420

The Accompanying Notes and Assumptions are an Integral Part of this Forecast

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

NOTES & ASSUMPTIONS

1 The forecasted cash flows set forth herein represent management's best estimate as to the Debtor's future operations. All information is provided by Debtor's management and has not been reviewed or audited. No opinion on the contents of this forecast is expressed or implied. Forecasted amounts reflect pro-forma adjustments to normalize regular fluctuations and adjust for expenses that will be reduced or eliminated by the Debtor.

ACTUAL RESULTS MAY VARY SIGNIFICANTLY FROM FORECASTED AMOUNTS.

- 2 The model reflected in this forecast proposes that the Debtor continue its normal type of operations whereby the Debtor purchases produce (primarily the broccoli commodity) from its wholly owned, foreign subsidiary Cimino Mexico ("CM"), arranges cooling and shipment of the produce from Mexico to the United States and resells the produce to retailers, food service distributors and wholesalers in the United States. The Debtor maintains administrative offices in Salinas, California and operates a cold storage facility in Laredo, Texas. CM is located in Mexico and coordinates the growth of produce with Mexican growers and the shipment of fully grown produce to Laredo.
- 3 Forecasts assume changing the nature of the Debtor's operations in Laredo whereby icing and cooling operations are resourced to CM, with very little additional related costs to CM. Also, this forecast assumes the maintenance of an "arm's length" supplier relationship with CM.
- 4 Forecasted number of cartons sold is determined by Debtor's management through analyzing the historical trends of the Debtor's volume, taking into consideration seasonality, change in customer mix, and offerings of icing in Laredo. Each month forecasted subsequent to FY1 will show a 1.5% increase in volume of the corresponding month in the prior fiscal year (note: volume for September 2010 through January 2011 has been estimated based upon known planting and growing cycles).
- 5 Forecasted market price - FOB is determined by Debtor's management through analyzing historical market price trends for the Debtor's primary product, broccoli. In fiscal years subsequent to year 1, it is assumed that the Debtor will have experienced continued success with developing contract pricing with its customers, which will in essence normalize some of the fluctuations experienced in the open market. Further, it is the intention of Debtor's management to continue to change the product mix to higher margin produce, namely broccoli florets which on average earn approximately \$1.50 more per carton than broccoli crowns. Each month forecasted subsequent to FY1 will show a 2.5% increase of the market price of the corresponding month in the prior fiscal year.
- 6 Net commodity sales are calculated by multiplying the forecasted number of cartons sold by the forecasted market price in any given month.
- 7 Freight sales are estimate to be applicable to 70% of the volume and are calculated at \$2.30 per carton.
- 8 Costs of Goods Sold ("COGS") is calculated by multiplying the number of cartons sold by the unit cost for each type of COGS. Expenses incurred for COGS vendors are assumed paid in the following month and represent the entire accounts payable balance. Produce inventory is considered fully sold in the month acquired. There is no rollover of inventory or related carrying cost. The beginning post-petition accounts payable balance is taken from the projected balance on the Debtor's cash collateral projection for the three months ended 8/31/10.
- 9 Freight COGS is calculated at 90% of freight sales and reflects freight charges from Texas to the customers' facilities. Freight Mexico COGS is calculated at \$0.92 per carton and reflects freight charges from Mexico to Texas.

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Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

NOTES & ASSUMPTIONS

- 10** Bags - Cooler are a fixed cost for repackaging.

- 11** Gross margin fluctuates as a function of the going market price. Market price fluctuations can significantly impact bottom line revenue. As noted elsewhere, Debtor's management intends to continually change the mix of produce sold to emphasize higher margin items. Over the long run, this action coupled with improved market conditions will positively impact gross margin. Gross profit per carton is calculated by dividing the monthly gross profit by the corresponding number of cartons sold. This is a key metric for the Debtor.

- 12** Operating expenses for Salinas are estimated based on historical amounts that have pro-forma adjustments applied to reflect the intentions of Debtor's management to streamline operations. Significant adjustments and changes are noted individually herein. Operating expenses are assumed paid in the month incurred and are assumed to increase at a rate of 2% year over year in line with inflation and costs of living increases. Increases in small monthly amounts may not be evident due to rounding.

- 13** Bad debt expense is calculated at a rate of 0.5% of net sales on a monthly basis, which is based on the Debtor's historic uncollectible activity. It is shown as an operating expense which will reduce net cash flow by the bad debt amount on a monthly basis, thereby offsetting the collections on sales.

- 14** The Debtor rents administrative and operational office space in Salinas, California. The buildings are owned by the Debtor's partners. The partners intend to reduce the Debtor's lease payment to below-market rates.

- 15** The Debtor will reduce its work force in Salinas to eliminate three redundant personnel. This cut will occur in month 1 of the forecast and will reduce payroll taxes by the same proportion.

- 16** Debtor's management intends to return its VOIP phone system to Cisco Systems eliminating \$6700 in monthly note payments and \$88,600 in debt. This is assumed to occur in month 2 of the forecast. To replace the system, the Debtor will obtain a hosted phone/network solution while still decreasing the monthly phone and internet expense (Debtor's management also intends to eliminate company paid cellular telephones for a number of employees, also reducing the monthly expense). The capital expenditures related to the new systems are estimated to be \$14,000 payable over two months.

- 17** Operating expenses for Laredo are estimated based on historical amounts that have pro-forma adjustments applied to reflect the intentions of Debtor's management to streamline operations. Additional adjustments are made in month 2 to reflect the resourcing of icing and cooling operations to CM, further reducing the costs of Laredo's operations. Significant adjustments and changes are noted individually herein. Operating expenses are assumed paid in the month incurred. They are assumed to increase at a rate of 2% year over year.

- 18** Cooler supplies expense is related to costs to repackage goods after FDA inspections. The estimated amount is based upon the Debtor's prior activity and will not experience a reduction upon resourcing icing and cooling activities to CM.

- 19** In month 2 of the forecast, the Laredo operation will return to its lenders the ice injector and forklifts. This will result in the elimination of \$8200 in monthly note payments and \$166,500 in secured debt. As icing will be shifted to CM, the ice injector will no longer be needed in Laredo. Further, the Debtor is already renting three other forklifts and no longer needs the ones covered by the loan.

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

NOTES & ASSUMPTIONS

- 20** Inspections expense is related to FDA and USDA inspections and customs documentation. This amount is based upon the Debtor's prior activity and will not experience a reduction upon resourcing icing and cooling activities to CM.
- 21** Expenses related to repairs and maintenance on the Laredo house will be eliminated upon its sale.
- 22** The Debtor will reduce its work force in Laredo to eliminate seven redundant personnel as icing and cooling activities are going to be resourced to CM. Also, some managerial salaries will be pushed to CM in line with amount of time the managers spend in Mexico versus Laredo. This reduction will occur in month 2 of the forecast and will reduce payroll taxes and workers' compensation insurance by the same proportion.
- 23** Personal property taxes are assumed cut by 50% upon return of the cooling equipment in Laredo.
- 24** Real property taxes are assumed reduced by 20% upon sale of the Laredo house.
- 25** Utilities related to the Laredo operation are assumed to be cut by 25% upon relocation of icing and cooling activities to CM.
- 26** Utilities related to the Laredo house are eliminated upon its sale.
- 27** Earnings Before Interest Taxes Depreciation and Amortization ("EBITDA") is a standard measurement of a company's profitability from operations. For purposes of this forecast, expenses related to the administration of the Debtor's bankruptcy are also shown below the EBITDA line. As the Debtor is a partnership, income taxes flow through to the partners and are not reflected in this forecast.
- 28** Fees and costs related to Debtor's counsel are assumed covered by the remaining retainer paid to counsel and are paid as cash is available. Fees related to the Laredo litigation are assumed to be \$10,000 per month for 20 months and are paid as incurred.
- 29** Fees and costs related to Debtor's accountants are paid as cash is available.
- 30** OUST Fees are assumed paid as incurred.
- 31** The Debtor calculates depreciation using the straight line method. For Salinas, upon relinquishing the phone system, depreciation will be reduced. For Laredo, upon relinquishing the cooling equipment, depreciation will be reduced. Forward looking amounts are estimated, but do not impact cash flow and are shown for net income information only.
- 32** Interest is assumed paid as incurred. Interest expense is included in payments on secured debt. Interest is added back to the payment for calculation of the EOM balance and is reduced as secured debt is fully paid off, eliminated, or otherwise settled. It is assumed that the debt with WFB is reduced to the collateralized amount in month one and that the remaining balance is amortized over five years with an APR of 7.5%. The current standing monthly payments to WFB continue until the debt is fully paid at the end of FY5.

Cimino Brothers Produce, Debtor
Forecasted Cash Flows from Operations
For the Five Fiscal Years Ending August, 31 2015

NOTES & ASSUMPTIONS

- 33** 80% of a current month's sales are assumed collected in the following month. The remaining 20% balance is assume collected in the second month following the sales month. Expenses related to bad debt are shown as a line item in operating expenses for Salinas. The beginning accounts receivable balance is taken from the projected balance on the Debtor's cash collateral projection for the three months ended 8/31/10, less \$636,000 of accounts receivable over 90 days as of 5/31/10 to maintain conservatism.
- 34** Amounts due from CM represent operating advances and grower receivables. The amount is assumed repaid at the rate of \$4000 per month.
- 35** The Debtor is currently in process of selling the 2006 Ford Mustang. This transaction will result in the elimination of \$15,000 of debt and \$800 of monthly note payments. The Debtor will realize net cash proceeds of \$18,000 from this sale. This transaction is assumed to occur in month 2 of the forecast.
- 36** The Laredo house is assumed sold at the beginning of month 3. This transaction will result in lowering monthly note payments for Laredo by \$2800 and eliminating \$272,000 of secured debt. Further, this transaction is estimated to result in net proceeds from the sale of \$30,000 to the Debtor.
- 37** Debtor's management intends to renegotiate the terms of the loans with Bank of America and the Small Business Administration for the land, building, and equipment in Laredo. The combined balance on the loans as of 1/31/10 is \$1,714,000. The intention is to return fully secured collateral in the form of cooling equipment that will no longer be utilized in Laredo after shifting cooling operations to CM. The current market price of the equipment is estimated to be \$800,000. The original combined amount of the loans was \$2,053,000. The value of the secured equipment being returned represents approximately 40% of the original balance. For purposes of the forecast, it will be assumed that the remaining loan balance will be reduced by the same pro-rata amount or \$686,000. It will be assumed that the remaining balance of \$1,028,000 will be financed for ten years at a rate of 6.5%, resulting in a new monthly payment of \$11,700. This monthly amount is distributed pro-rata between BofA and the SBA based on their remaining collateral, resulting in a monthly payment of \$3700 to BofA and \$8000 to the SBA
- 38** One of the Debtor's partners, Vince Cimino, took a second mortgage out on his personal home to provide an operating loan to the Debtor. This loan is evidenced by an unsecured note payable. Mr. Cimino has voluntarily subordinated repayment of this loan by the Debtor until such time as the Debtor has repaid or otherwise settled its other pre-petition debt.
- 39** The Debtor will be re-organized as a non-pass-through entity for purposes of income taxes. Taxes are assumed twice yearly following the prior fiscal year end and are calculated at a rate of 20% of net income.
- 40** Before cash is available for unsecured pre-petition debt service, the Debtor must build up a cash reserve to fund ongoing operations. This reserve is estimated by management to be \$750,000 and is reached in month 9. Cash flows in excess of the reserve are shown as available for debt service. Starting at the end of Q1 in FY2 and continuing quarterly until the pre-petition debt is repaid, the Debtor will may a minimum of \$75,000 per quarter or 50% of the accumulated cash reserve through that quarter, whichever is higher, to the pre-petition unsecured creditors (except for the final month's payment which may be higher than 50% of the accumulated cash balance in order to pay off the remaining pre-petition unsecured balance). In month 1, the Debtor's partners will contribute \$350,000. Those monies will be used to pay administrative professionals \$250,000 and pre-petition unsecured creditors \$100,000. The beginning cash balance is taken from the projected balance on the Debtor's cash collateral projection for the three months ended 8/31/10.
- 41** Pre-petition priority tax claims are paid at \$1800 per month over four years and earn interest at 8% per annum on the unpaid balance.

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EXHIBIT C

Liquidation Analysis

Cimino Brothers Produce as of March 31, 2010

All dollar amounts in thousands

	Notes:	Book Value	Liquidation Value		Liquidation Value As a Percent of Book Value	
			Low	High	Low	High
Assets						
Cash & cash equivalents		\$ 49	\$ 49	\$ 49	100.0%	100.0%
Interco receivable - Mexico	[2]	45	-	-	0.0%	0.0%
Accounts receivable, net	[2]	1,821	1,366	1,457	75.0%	80.0%
Employee receivable		6	-	-	0.0%	0.0%
Workman's comp. deposit	[3]	10	-	-	0.0%	0.0%
Receivable - Misc		5	-	-	0.0%	0.0%
Inventories, net	[2]	161	-	16	0.0%	10.0%
Prepaid expenses and other current assets	[4]	152	-	8	0.0%	5.0%
Total current assets		<u>\$ 2,249</u>	<u>\$ 1,415</u>	<u>\$ 1,530</u>	<u>62.9%</u>	<u>68.0%</u>
Investment/CBT in Mexico	[5]	\$ 2,438	\$ 122	\$ 366	5.0%	15.0%
Property, plant, equipment, and software		\$ 5,157	\$ 2,063	\$ 2,063	40.0%	40.0%
Accumulated depreciation		2,205	882	882	40.0%	40.0%
Property, plant & equipment, net	[2]	<u>\$ 2,952</u>	<u>\$ 1,181</u>	<u>\$ 1,181</u>	<u>40.0%</u>	<u>40.0%</u>
Other long-term assets	[7]	22	16	16	71.8%	71.8%
Total Assets - Net		<u>\$ 7,661</u>	<u>\$ 2,733</u>	<u>\$ 3,092</u>	<u>35.7%</u>	<u>40.4%</u>
Administrative Expenses						
Chapter 11 Fees			\$ 300	\$ 300		
Chapter 7 Trustee	[2], [8]		105	116		
Admin. Fees - Legal			30	30		
Admin. Fees - Accounting			15	15		
Accounts Receivable Collection fees			341	364		
Net Recovery			<u>\$ 1,942</u>	<u>\$ 2,267</u>		

Notes:

- [1] Based on Management's estimates.
[2] We have considered *Cimino Brothers Preliminary Hypothetical Liquidation Analysis* dated October 1.
[3] Deposits for Workers Comp, etc. Typically very little recovery in this area.
[4] Prepaid other expense includes prepaid attorney fees.
[5] Improvements and equipment in Mexico.
[6] Major assets include the cooling rooms in Laredo, and Mexico.
[7] Other long-term assets includes security deposit of \$15.8k and loan fees of \$6.4k.
[8] Chapter 7 Trustee fees are calculated thus:
25% of first \$ 5,000
10% of next \$ 45,000
5% of next \$50,000
3% of balance

LIQUIDATION UNDER CHAPTER 7

Claim Class	Creditor	Type	Claim Amount	Collateral Fair Value Limitation	Pro-Rata Allocation of Funds	Deficiency
1	Bank of America	Secured	\$235,000	\$235,000	\$140,487	\$94,513
2	Chase Home Finance	Secured	30,000	30,000	17,935	12,065
3	Bank of America	Secured	1,061,066	1,061,066	634,325	426,741
4	South Texas Business Fund	Secured	680,000	680,000	406,517	273,483
5	Bank of the West	Secured	19,500	19,500	11,657	7,843
6	Bank of the West	Secured	90,000	90,000	53,804	36,196
7	Bank of the West	Secured	89,000	89,000	53,206	35,794
8	Cisco Systems Capital Corporation	Secured	100,000	10,000	5,978	94,022
9	Chase Auto Finance	Secured	16,000	16,000	9,565	6,435
10	Ford Motor Credit	Secured	2,400	2,400	1,435	965
11	Ford Motor Credit	Secured	17,000	17,000	10,163	6,837
12	Ford Motor Credit	Secured	16,000	16,000	9,565	6,435
13	Ford Motor Credit	Secured	26,000	26,000	15,543	10,457
14	GMAC	Secured	1,300	1,300	777	523
15	Wells Fargo Bank	Secured	6,300,000	2,000,000	1,195,638	5,104,362
			\$8,683,266	\$4,293,266	\$2,566,596	\$6,116,670

A liquidation is expected to yield \$2,566,596.

There are insufficient funds available to satisfy secured claims and no funds available for unsecured claimants. The above assumes an add back of Chapter 11 administrative claims as those are assumed unpaid, and it assures the payment of Chapter 7 administrative claims.

REORGANIZATION PURSUANT TO PLAN

Claim Class	Creditor	Type	Claim Amount	Collateral Fair Value Limitation	Pro-Rata Allocation of Funds	Deficiency
1	Bank of America	Secured	\$235,000	\$235,000	\$235,000	-
2	Chase Home Finance	Secured	30,000	30,000	30,000	-
3	Bank of America	Secured	1,061,066	1,061,066	1,061,066	-
4	South Texas Business Fund	Secured	680,000	680,000	680,000	-
5	Bank of the West	Secured	19,500	19,500	19,500	-
6	Bank of the West	Secured	90,000	90,000	90,000	-
7	Bank of the West	Secured	89,000	89,000	89,000	-
8	Cisco Systems Capital Corporation	Secured	100,000	10,000	10,000	90,000
9	Chase Auto Finance	Secured	16,000	16,000	16,000	-
10	Ford Motor Credit	Secured	2,400	2,400	2,400	-
11	Ford Motor Credit	Secured	17,000	17,000	17,000	-
12	Ford Motor Credit	Secured	16,000	16,000	16,000	-
13	Ford Motor Credit	Secured	26,000	26,000	26,000	-
14	GMAC	Secured	1,300	1,300	1,300	-
15	Wells Fargo Bank	Secured	6,300,000	2,000,000	2,000,000	4,300,000

\$8,683,266 \$4,293,266 \$4,293,266 \$4,390,000
 Deficiency amount of \$4.39 Million becomes unsecured

Administrative Claims

Administrative Professionals	Admin.	300,000	300,000	300,000	-
\$250,000 of "new value" contribution allocated to administrative claims					

Priority Claims

Priority Tax Claim	Priority	73,000	73,000	73,000	-
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General Unsecured Claims

16 General Unsecured Claims	Gen. Uns.	7,106,554	7,106,554	7,106,554	-
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Comprised approximately of \$1.8 Million Vendor debt and \$4.39 Million Deficiency and a \$916,554 claim by TIN
 \$100,000 received on Effective Date from "new value" contribution

DRAFT

Cimino Brothers
Preliminary Hypothetical Liquidation Analysis (prepared by Seouler & Co.)
(\$ Thousands)

	F/S	Percentage Realization		Realization Amount		Ref
	<u>Balance</u>	<u>Low</u>	<u>High</u>	<u>Low</u>	<u>High</u>	
Cash and cash equivalents	40	100.0%	100.0%	40	40	1
Trade A/R	1,724	16.7%	26.6%	288	459	2
Grower Advances	6,509	0.0%	0.0%	-	381	3
Inventories	101	90.0%	100.0%	91	101	4
Prepaid expenses and other current assets	81	0.0%	10.0%	-	15	5
Intellectual Property	-			2	10	6
<hr/>						
Property, Plant & Equipment, net	4,731	42.3%	63.4%	2,000	3,000	7
Mortgages				(3,107)	(3,107)	8
<i>Net Estimated Proceeds from PPE</i>				-	-	
<hr/>						
Estimated liquidation proceeds				421	1,005	
<hr/>						
Operating expenses				200	100	9
<hr/>						
Net estimated liquidation proceeds				221	905	
<hr/>						
Claims						
Secured - Wells Fargo				6,561	6,561	10
Estimated Recovery for Wells Fargo				3%	14%	
<hr/>						
Trade Accounts Payable				2,361	2,361	11
Recovery for Trade Creditors				0%	0%	

- (1) This reflects latest Cash on Hand information as of Oct 1.
- (2) See attached Schedule "9-30 AR Aging" Estimates reflect Total Realizable given current aging
- (3) Awaiting detail of this from client
- (4) See attached Schedule B - Inventory. Product inventory of \$110K, and remainder is cartons and supplies. Scenarios reflect current peak market pricing.
- (5) Deposits for Workers Comp, etc. Typically very little recovery in this area
- (6) Estimated value of the Broccoli.Net domain. Nothing on the books, but could have resale value
- (7) Additional Evaluation necessary, but major assets are the Cooling rooms in Laredo TX, and Mexico
- (8) Mortgages on Fixed Assets
- (9) Further Administrative costs to wind down the company.
- (10) Latest Statement at 9:30
- (11) Current Debt summary from Phil Catalano, 6/30, (most recent available)
Current Estimated Value of Trade A/P

EXHIBIT D

FILED CLAIM				SCHEDULED CLAIM					
Creditor	Claim No.	Date Claim Filed	Secured	Priority	General Unsecured	Schedule "D" Secured	Schedule "E" Priority	Schedule "F" Unsecured	SEC
BFS NETWORK								\$770.00	
EMERALD PACKAGING								\$499.80	
Equipment Depot	25	12/30/09			\$5,720.76			\$2,143.05	
ERNESTO ALCALA DE LA FUENTE								\$1,632.84	
FEDERAL EXPRESS								\$183.32	
Next Fueling Systems Ltd	45	2/8/10		\$440.16				\$118.73	
HEET FUELING SYSTEMS LTD								\$1,633.49	
FORD CREDIT									
Ford Motor Credit Co	11	12/11/09	\$1,782.36						
Frio Express	62	3/16/10			\$185,742.00			\$165,850.00	
Georgia-Pacific Corrugated LLC	22	12/28/09		\$12,272.26					
GILTNER, INC								\$1,100.00	
GMAC	7	12/9/09	\$6,432.90					\$383,077.38	
Gonzalez Trucking SA de CV	63	3/15/10			\$477,931.93			\$1.67	
GRAINGER								\$9,251.71	
GREEN MOUNTAIN ENERGY								\$2,700.00	
GRIFFITH								\$11,229.13	
Grower Ice Company	3	12/7/09			\$11,229.13			\$11,440.00	
H-T BAR INC								\$82,794.00	
HOLDEN PRODUCE INC								\$5,475.00	
Hyder Transportation LLC	9	12/10/09			\$5,475.00			\$6,610.80	
ICO SYSTEMS NA RPC DIVISION								\$27,350.39	
Int'l Customhouse Brokerage Svcs	60	3/16/10		\$32,412.39					
Intrade Industries Inc	48	2/12/10		\$131,404.00				\$39,767.00	
Intrade Industries Inc	49	2/12/10		\$131,404.00				\$416.00	
IRS	28	1/6/10		\$7,017.88				\$425.00	
IRADENETWORK INC								\$5,840.00	
J.D. FLORES TRUCKING								\$761.19	
JAVCO								\$3,100.00	
JOE CIMINO								\$5,930.00	
Johnson Feed Inc	2	12/7/09			\$3,253.33			\$3,396.00	
JPMorgan Chase Bank	6	12/9/09	\$17,091.26					\$2,470.00	
JUST TRUCKING LTD								\$30,685.00	
KELVIA DEL SOCORRO CERVANTES NIÑO								\$127.72	
KEYSTONE LOGISTICS								\$798.22	
L&H Transportation Inc	32	1/14/10			\$36,570.00			\$150.00	
LAREDO ALARM SYSTEMS INC								\$1,000.00	
Laredo Community College	40	1/26/10	\$2,007.93					\$3,000.00	
LAREDO COUNTRY CLUB								\$7,800.00	
LAVORATO HOUSE CHILTON & LAVORATO								\$10,920.88	
LAW OFFICE OF MICHELLE QUINTANILLA								\$34.50	
LOGISTIC DYNAMICS, INC								\$530.34	
Maithy Truacking Inc	10	12/10/09			\$21,327.25			\$13,157.00	
MAYEKAWA U.S.A. INC								\$3,728.70	
MCCARRON & DIESS								\$40.78	
Mobile Mini	5	12/8/09			\$1,064.30				
Mobile Mini	21	12/28/09			\$989.93				
MOHLER NIXON & WILLIAMS									
MONTEREY COUNTY TAX COLLECTOR									
MRWPCA									

Creditor	FILED CLAIM				SCHEDULED CLAIM			
	Claim No.	Date Claim Filed	Secured	Priority	General Unsecured	Schedule "D" Secured	Schedule "E" Priority	Schedule "F" Unsecured
MUSCULAR DYSTROPHY ASSOCIATION								\$100.00
NEWCAL INDUSTRIES								\$868.50
NETEL COMMUNICATIONS/SPRINT								\$1,810.85
NP3 Services LLC	36	1/22/10			\$1,219.49			\$1,219.49
NMHG Financial Services Inc	58	3/16/10			\$101,569.50			\$1,219.49
OFFICE DEPOT								\$118.04
OR A Roll Trucking Inc	18	12/22/09			\$5,695.00			\$118.04
PAUL YOUNG								\$744.80
PERFORMANCE FOOD GROUP								\$0.00
Peterson, Whitworth, Borchers & Morakes LLP	61	3/23/10	\$57,068.02					\$47,051.36
PG&E	33	1/20/10			\$1,061.91			\$823.29
PROACT LLC								\$2,349.50
Produce Careers Inc	29	1/6/10			\$17,000.00			\$758.33
PRODUCE COM								\$25.50
PURE WATER BOTTLING COMPANY					\$2,205.00			\$254.50
Quantalab	46	2/10/10						\$8,435.00
RA TRANSPORTATION INC								\$19,736.27
RA BOBANK N A								\$180.00
REAL TIME FREIGHT SERVICES, LLC								\$68.85
RED SHIFT INTERNET SERVICES								\$339.36
RELIANT ENERGY								
Reusable Container Co	54	3/8/10			\$13,226.28			
Reusable Container Co	56	3/10/10			\$13,226.28			
Rm Compton Transport Inc	42	2/2/10			\$41,490.00			\$34,975.00
Rockdale Transport Services Inc	37	1/25/10			\$12,960.00			\$7,110.00
ROYAL TREATMENT CAR WASH								\$149.75
Rynn & Janowsky LLP	39	1/26/10			\$32,575.46			\$9,127.32
Salinus Valley Landscaping Co	38	1/25/10			\$370.81			\$125.00
SAM KHOLI TRANSPORT								\$4,200.00
Sample Enterprises Inc	24	12/29/09						\$137.87
SAM'S CLUB								\$0.40
Smith Transportation Inc	4	12/7/09			\$1,995.00			\$1,900.00
Southern Sanitation	15	12/21/09			\$251.19			\$313.99
SPASH POOLS & SPAS								\$151.56
SPRINT								\$372.77
SPRINT								\$175.43
Sprint Nextel Corres.	16	2/10/10			\$3,467.42			
STATE COMPENSATION INSURANCE FUND								\$680.69
STEPHANIE G CIMINO								\$50,233.78
TEXAS ELECTRICAL								\$180.00
THE LAREDO CHAMBER OF COMMERCE								\$0.00
TIN Inc dba Temple-Island	57	3/15/10	\$916,554.04					\$0.00
Total Quality Logistics	23	12/29/09			\$154,806.92			\$148,506.93
TRANSPORTES UNIDOS CASTANEDA S.A. DE CV								\$8,400.00
TRIPLE-S STEEL/ INTSEL STEEL								\$927.72
U.S. Inc.	13	12/11/09			\$3,423.20			\$2,600.00
UniFirst Holdings LP	35	1/22/10			\$12,427.34			
UNITED AGRICULTURAL BENEFIT TRUST								\$720.00
United Independent School District	20	12/23/09	\$25,732.38					
UNIVAR USA INC								\$404.27

C

Will be treated as unsecured

Creditor	Claim No.	FILED CLAIM				SCHEDULED CLAIM			
		Date Claim Filed	Secured	Priority	General Unsecured	Schedule "D" Secured	Schedule "E" Priority	Schedule "F" Unsecured	Schedule "G" Unsecured
USDA AMS								\$0.00	
USDA AMS								\$0.00	
Verizon	65	4/12/10			\$243.98				
VINCE CIMINO								\$116,441.09	
VINCENT A CIMINO								\$4,862.18	
Wells Fargo Bank	59	3/16/10	\$6,350,207.00						

EXHIBIT E

12/4/2009

CHECK REGISTER BY 5:14:04 PM

SELECTION: From Year = 2009; From Period = 9 Thru Year = 2009; Thru Period = 12

VENDOR CODE	NAME	CHECK DATE	NO	CHECK AMT
BANK: 1 Wells Fargo Bank-checking Ac 2672				
CHAHOM	CHASE HOME FINANCE	11/2/2009	2305	348.27
STACOO	STACIE COOPER	9/1/2009	44790	810.07
USDAVA	USDA AMS- PACA BRANCH	9/1/2009	44791	100.00
AMEXLA	AMERICAN EXPRESS	9/4/2009	44793	898.00
AMEXLA	AMERICAN EXPRESS	9/4/2009	44794	5689.18
AMELIF	AMERITAS LIFE INSURANCE OORP	9/4/2009	44795	1299.40
SBODAL	AT&T	9/4/2009	44796	240.24
CARSCR	CHASE CARD SERVICES	9/4/2009	44798	332.35
CITLAN	CITY OF LAREDO UTILITIES	9/4/2009	44799	1252.99
CITOFB	CITY OF SALINAS	9/4/2009	44800	420.00
CONELE	CONSOLIDATED ELECTRICAL DIST	9/4/2009	44802	207.74
DRGYEC	DRG TECHNOLOGIES, INC	9/4/2009	44803	432.09
DRIEXP	DRIFTERS EXPRESS LLC	9/4/2009	44804	3815.00
FEDEXP	FEDERAL EXPRESS	9/4/2009	44806	27.97
FORCRE	FORD CREDIT	9/4/2009	44807	531.17
FORCRE	FORD CREDIT	9/4/2009	44808	590.41
FROSEL	FRONTIER SELF STORAGE	9/4/2009	44809	119.00
GRAING	GRAINGER	9/4/2009	44811	396.17
HTBAR	H T BAR INC	9/4/2009	44812	1100.00
INTTRU	INTERNET TRUCKS IOP	9/4/2009	44816	150.00
ITRADE	ITRADENETWORK INC	9/4/2009	44817	418.00
JOECIM	JOE CIMINO	9/4/2009	44818	781.19
LHTKAN	L & H TRANSPORTATION INC	9/4/2009	44820	2200.00
LARDIS	LAREDO DISCOUNT METALS	9/4/2009	44821	397.84
MARCED	MARIA CEDILLO	9/4/2009	44822	491.67
PACTEC	PACKAGING TECHNOLOGY CENTER	9/4/2009	44823	2925.00
ROYPAC	ROYAL PACKAGING	9/4/2009	44825	1296.55
SMITRA	SMITH TRANSPORTATION INC	9/4/2009	44826	2085.00
TEXCHI	TEXAS CHILD SUPPORT SDU	9/4/2009	44827	184.76
TG	TG	9/4/2009	44828	87.51
TEXCHI	TX CHILD SUPPORT SDU	9/4/2009	44830	188.48
WEBCOJ	WEBB COUNTY TAX ASSESSOR-COLLECTOR	9/4/2009	44831	71.80
ASSPAC	ASSOCIATED PACKAGING INC	9/10/2009	44833	325.73
ATTCA	AT & T	9/10/2009	44834	4499.65
ATTCA	AT & T	9/10/2009	44835	270.03
SBODAL	AT & T	9/10/2009	44836	301.54
BUGBUS	BUG BUSTERS TERMITE & PEST CONTROL	9/10/2009	44837	433.01
FORCRE	FORD CREDIT	9/10/2009	44842	1127.61
GREMOLU	GREEN MOUNTAIN ENERGY	9/10/2009	44846	10573.14
JAVCO	JAVCO	9/10/2009	44852	5840.00
MOBMIN	MOBILE MINI	9/10/2009	44854	251.42
PITBOR	PITNEY BOWES INC	9/10/2009	44856	118.31
POSHAR	POST HARVEST TECHNOLOGIES	9/10/2009	44857	159.11
PRILAS	PRIMUS LABS COM	9/10/2009	44858	625.00
PROENE	PROPANE ENERGY LTD	9/10/2009	44859	6.82
SHEWIL	SHERWIN WILLIAMS CO	9/10/2009	44861	123.89
SPRIGA	SPRINT	9/10/2009	44863	172.58
SPRILA	SPRINT	9/10/2009	44864	315.54
SPRINJ	SPRINT	9/10/2009	44865	83.12
TEXMUT	TEXAS MUTUAL INSURANCE COMPANY	9/10/2009	44866	3410.00
GONTHU	GONZALEZ TRUCKING	9/10/2009	44869	17700.00
GONTRU	GONZALEZ TRUCKING	9/10/2009	44870	18098.00
AMEXLA	AMERICAN EXPRESS	9/10/2009	44895	557.00
ASHTER	ASASH TERMITE & PEST CONTROL	9/10/2009	44896	194.85
CASBRA	CATTLE BRANCH, INC	9/10/2009	44896	35.00
CITOFB	CITY OF SALINAS	9/10/2009	44899	111.00
CCMPIN	COMPASSION INTERNATIONAL	9/10/2009	44900	41.00
FEDEXP	FEDERAL EXPRESS	9/10/2009	44903	38.31
GRAING	GRAINGER	9/10/2009	44906	107.18
IFCO	IFCO SYSTEMS NA RPC DIVISION	9/10/2009	44911	2735.00
LARALA	LAREDO ALARM SYSTEMS INC	9/10/2009	44912	127.72
LARGOU	LAREDO COUNTRY CLUB	9/10/2009	44913	479.06
MOBMIN	MOBILE MINI	9/10/2009	44914	279.92
MONBAY	MONTEREY BAY EAC	9/10/2009	44915	30.00
PGE	P G & E	9/10/2009	44917	710.81
POSHAR	POST HARVEST TECHNOLOGIES	9/10/2009	44919	836.81
RABOWI	RABOBANK N A	9/10/2009	44920	1160.00
REDSHI	RED SHIFT INTERNET SERVICES	9/10/2009	44921	88.85
RELENE	RELIANT ENERGY	9/10/2009	44922	650.75
SHEWIL	SHERWIN WILLIAMS CO	9/10/2009	44925	102.76
SOUSAN	SOUTHERN SANITATION	9/10/2009	44926	307.08
SPRIMO	SPRINT	9/10/2009	44927	19.40
SYSPOC	SYSOCO PRODUCE	9/10/2009	44928	7499.20
TEMMEC	TEMPRITE MECHANICAL	9/10/2009	44929	440.58
TENSAL	TENNANT SALES & SERVICE COMPANY	9/10/2009	44930	536.00
TEXCHI	TEXAS CHILD SUPPORT SDU	9/10/2009	44931	184.76
TG	TG	9/10/2009	44932	91.21

UNIHOL	UNIFIRST HOLDINGS L P	9/18/2009	44934	1309.83
ATTGA	AT & T	9/23/2009	44941	751.15
ATTGA	AT & T	9/23/2009	44942	880.54
BFIWAS	BFI WASTE SERVICES OF SALINAS	9/23/2009	44943	87.80
BRIGQU	BRIGGS EQUIPMENT	9/23/2009	44944	708.84
CALWAT	CALIFORNIA WATER SERVICE CO	9/23/2009	44945	33.21
CITLAR	CITY OF LAREDO UTILITIES	9/23/2009	44946	138.53
FEDEXP	FEDERAL EXPRESS	9/25/2009	44950	40.84
FROSEL	FRONTIER SELF STORAGE	9/23/2009	44951	119.00
HSAABN	HSA BANK	9/23/2009	44958	1080.00
INNWOR	INNERWORKINGS	9/23/2009	44958	25.00
MRWPCA	MRWPCA	9/25/2009	44960	40.78
NEXCOM	NEXTEL COMMUNICATIONS/SPRINT	9/25/2009	44961	502.19
PRILAS	PRIMUS LABS COM	9/23/2009	44962	625.00
PROACT	PROACT LLC	9/23/2009	44965	2054.00
PURWAT	PURE WATER BOTTLING COMPANY	9/23/2009	44964	11.25
REATIM	REAL TIME FREIGHT SERVICES, LLC	9/25/2009	44965	180.00
SALVAL	SALINAS VALLEY LANDSCAPING CO	9/23/2009	44967	125.00
SAMENT	SAMPLE ENTERPRISES INC	9/23/2009	44968	182.76
SHELL	SHELL	9/23/2009	44969	1504.20
SPRUGA	SPRINT	9/23/2009	44970	116.79
STACOM	STATE COMPENSATION INSURANCE FUND	9/23/2009	44971	429.00
UNIHOL	UNIFIRST HOLDINGS L P	9/23/2009	44972	118.65
VERWR	VERSION WIRELESS	9/23/2009	44973	250.53
ACEOXY	ACETYLENE OXYGEN COMPANY	10/2/2009	44991	63.83
AILHOU	AILING HOUSE PEST CONTROL	10/2/2009	44992	80.00
ATTCA	AT & T	10/2/2009	44993	7283.53
BLATRU	BLAS TRUCKING	10/2/2009	44994	900.00
BLUCRO	ANTHEM BLUE CROSS	10/2/2009	44995	5886.00
CITLAR	CITY OF LAREDO UTILITIES	10/2/2009	44996	270.30
COMPIN	COMPASSION INTERNATIONAL	10/2/2009	44997	44.00
FEDEXP	FEDERAL EXPRESS	10/2/2009	45002	40.21
FORCRE	FORD CREDIT	10/2/2009	45003	599.41
JAVCO	JAVCO	10/2/2009	45009	5840.00
JOECIM	JOE CIMINO	10/2/2009	45010	781.19
LARALA	LAREDO ALARM SYSTEMS INC	10/2/2009	45013	127.72
OFFDEP	OFFICE DEPOT	10/2/2009	45014	288.05
SPLPOO	SPLASH POOLS & SPAS	10/2/2009	45016	87.68
STACOO	STACIE COOPER	10/2/2009	45017	758.09
STPAUL	TRAVELERS	10/2/2009	45018	4919.20
TEXCHI	TEXAS CHILD SUPPORT SDU	10/2/2009	45019	184.76
TG	TG	10/2/2009	45020	85.80
UNIHOL	UNIFIRST HOLDINGS L P	10/2/2009	45022	157.21
PERWHI	PERSON WHITWORTH BORCHERS & MORALES, LLP	10/9/2009	45024	19500.00
ACEOXY	ACETYLENE OXYGEN COMPANY	10/9/2009	45025	65.28
AMEXLA	AMERICAN EXPRESS	10/9/2009	45028	4838.28
ASHTER	ASASH TERMITE & PEST CONTROL	10/9/2009	45027	48.71
ATTCA	AT & T	10/9/2009	45028	1499.85
ATTCA	AT & T	10/9/2009	45029	220.03
BUGBUS	BUG BUSTERS TERMITE & PEST CONTROL	10/9/2009	45030	270.63
CITLAR	CITY OF LAREDO UTILITIES	10/9/2009	45031	243.90
FEDEXP	FEDERAL EXPRESS	10/9/2009	45034	235.59
FLEFUE	FLEET FUELING SYSTEMS LTD	10/9/2009	45035	260.18
DREMOU	GREEN MOUNTAIN ENERGY	10/9/2009	45036	9589.28
INTRRU	INTERNET TRUCKSTOP	10/9/2009	45041	150.00
ITRADE	ITRADENETWORK INC	10/9/2009	45042	416.00
MARCED	MARIA CEDILLO	10/9/2009	45044	491.67
MOBMIN	MOBILE MINI	10/9/2009	45048	253.42
QUANTA	QUANTALAB	10/9/2009	45047	80.00
RABOWI	RABOBANK N A	10/9/2009	45048	2178.40
REATIM	REAL TIME FREIGHT SERVICES, LLC	10/9/2009	45049	180.00
SPLPOO	SPLASH POOLS & SPAS	10/9/2009	45051	730.88
STACOM	STATE COMPENSATION INSURANCE FUND	10/9/2009	45052	438.00
UNIHOL	UNIFIRST HOLDINGS L P	10/9/2009	45054	187.23
USLOGI	US LOGICS, LLC	10/9/2009	45055	530.47
AMEBUP	AMERICAN SUPPLY COMPANY	10/16/2009	45073	116.80
AMEXLA	AMERICAN EXPRESS	10/16/2009	45074	819.00
SBCDAL	AT&T	10/16/2009	45075	194.44
CITLAR	CITY OF LAREDO UTILITIES	10/16/2009	45078	158.00
FEDEXP	FEDERAL EXPRESS	10/16/2009	45077	88.15
FLEFUE	FLEET FUELING SYSTEMS LTD	10/16/2009	45078	103.28
FORCRE	FORD CREDIT	10/16/2009	45079	1127.61
MOBMIN	MOBILE MINI	10/16/2009	45080	278.92
OFFDEP	OFFICE DEPOT	10/16/2009	45081	198.02
PGE	P G & E	10/16/2009	45082	1067.89
PALINI	PATRIA INTERNATIONAL OFFICE SUPPLY	10/16/2009	45083	108.04
PURWAT	PURE WATER BOTTLING COMPANY	10/16/2009	45084	35.00
REDSHI	RED SHIFT INTERNET SERVICES	10/16/2009	45085	68.85
RELENE	RELIANT ENERGY	10/16/2009	45088	410.92
SOUSAN	SOUTHERN SANITATION	10/16/2009	45087	313.99
SPRICA	SPRINT	10/16/2009	45088	81.19
SPRILA	SPRINT	10/16/2009	45089	261.83
SPRINU	SPRINT	10/16/2009	45090	82.92
TEXCHI	TEXAS CHILD SUPPORT SDU	10/16/2009	45091	184.76

TEXMUT	TEXAS MUTUAL INSURANCE COMPANY	10/19/2009	45082	1722.00
TG	TG	10/19/2009	45083	123.55
ULINE	ULINE SHIPPING SUPPLY SPECIALISTS	10/19/2009	45084	306.87
VEGGR0	VEGETABLE GROWERS SUPPLY CO	10/19/2009	45085	130.80
WESTEX	WEST TEXAS WAREHOUSE - EQUIP & SUPPLY	10/19/2009	45086	164.00
FEDEXF	FEDERAL EXPRESS FREIGHT	10/20/2009	45087	78.93
A1SCAL	A 1 SCALE SERVICE INC	10/22/2009	45088	2464.87
AMEXLA	AMERICAN EXPRESS	10/22/2009	45089	1840.08
AMELIF	AMERITAS LIFE INSURANCE CORP	10/22/2009	45100	1305.30
BLATRU	BLAS TRUCKING	10/22/2009	45101	825.00
BUGBUS	BUG BUSTERS TERMITE & PEST CONTROL	10/22/2009	45102	182.36
COOGRA	COOPERATIVE GRADING SERVICE	10/22/2009	45103	184.40
DIXFLA	DIXIE FLAG MANUFACTURING CO	10/22/2009	45104	122.35
FEDEXP	FEDERAL EXPRESS	10/22/2009	45105	115.39
FIRALA	FIRST ALARM MONTEREY COUNTY	10/22/2009	45106	357.78
GEOPAC	GEORGIA PACIFIC	10/22/2009	45107	3847.02
GROKCE	GROWER ICE COMPANY	10/22/2009	45108	587.06
INTIND	INTRADE INDUSTRIES, INC	10/22/2009	45109	7886.00
NEXCOM	NEXTEL COMMUNICATIONS/SPRINT	10/22/2009	45110	807.81
PROENE	PROPANE ENERGY LTD	10/22/2009	45111	102.00
SATCRE	SATCHELL CREEK EXPRESS	10/22/2009	45112	2180.00
SUNPLA	SUNSHINE PLASTICS CORPORATION	10/22/2009	45113	7385.57
UARINC	UART, INC	10/22/2009	45114	823.20
UNIHL0	UNIFIRST HOLDINGS L P	10/22/2009	45115	84.19
USDAM0	USDA AMS PACA BRANCH	10/22/2009	45118	520.53
FORCRE	FORD CREDIT	10/28/2009	45117	1037.95
ALSMIT	A. L. SMITH TRUCKING INC	10/30/2009	45123	3115.00
AILHOU	AILING HOUSE PEST CONTROL	10/30/2009	45134	80.00
AMELIF	AMERITAS LIFE INSURANCE CORP	10/30/2009	45130	1300.30
ATCA	AT AT	10/30/2009	45137	2724.35
BFIWAS	BFI WASTE SERVICES OF SALINAS	10/30/2009	45138	89.44
CALWAT	CALIFORNIA WATER SERVICE CO	10/30/2009	45140	35.35
FEDFXF	FEDERAL EXPRESS FREIGHT	10/30/2009	45143	2.78
FEDEXP	FEDERAL EXPRESS	10/30/2009	45144	57.89
FORCRE	FORD CREDIT	10/30/2009	45145	589.41
FROSEL	FRONTIER SELF STORAGE	10/30/2009	45148	118.00
INTTRU	INTERNET TRUCKSTOP	10/30/2009	45147	150.00
MARCLD	MARIA CEDILLO	10/30/2009	45151	491.67
MONCS0	MONTEREY COUNTY SHERIFF'S OFFICE	10/30/2009	45152	615.86
NEWJEP	NEW JERSEY DEPARTMENT OF AGRICULTURE	10/30/2009	45153	273.78
OFFDEP	OFFICE DEPOT	10/30/2009	45154	180.44
PRILAS	PRIMUS LABS COM	10/30/2009	45155	825.00
RESACC	RESERVE ACCOUNT	10/30/2009	45156	400.00
RICBAB	THE LAW OFFICE OF RICHARD B ABRAMSON	10/30/2009	45157	1942.50
SALVAL	SALINAS VALLEY LANDSCAPING CO	10/30/2009	45158	125.00
SHELL	SHELL	10/30/2009	45159	1805.84
SPRMO	SPRINT	10/30/2009	45160	19.01
STFAUL	TRAVELERS	10/30/2009	45161	4338.20
TENDEP	TENNESSEE DEPARTMENT OF AGRICULTURE	10/30/2009	45162	217.40
TEXGHI	TEXAS CHILD SUPPORT SDU	10/30/2009	45163	184.76
TG	TG	10/30/2009	45184	100.85
VERWIR	VERIZON WIRELESS	10/30/2009	45185	231.50
PERWHI	PERSON WHITWORTH BORCHERS & MORALES, LLP	11/4/2009	45186	20000.00
BANDFA	BANK OF AMERICA NA	11/2/2009	82304	7812.88
MX1997	CBP - MEXICO - BANCOMER - 1997	9/8/2009	209850	25000.00
CITBUS	CITI BUSINESS CARD	9/8/2009	209832	910.89
MX1997	CBP - MEXICO - BANCOMER - 1997	9/9/2009	209833	20000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	9/10/2009	209834	10000.00
AMEXTX	AMERICAN EXPRESS	9/14/2009	209835	4881.86
MX1997	CBP - MEXICO - BANCOMER - 1997	9/17/2009	209836	20000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	9/21/2009	209837	15000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	9/28/2009	209838	20000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/5/2009	209839	25000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/8/2009	209840	25000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/9/2009	209841	25000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/13/2009	209842	8000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/15/2009	209843	10000.00
CITBUS	CITI BUSINESS CARD	8/10/2009	209844	311.00
CITBUS	CITI BUSINESS CARD	10/5/2009	209845	860.64
MX1997	CBP - MEXICO - BANCOMER - 1997	10/18/2009	209846	350.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/18/2009	209847	10000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/19/2009	209848	17000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/21/2009	209849	30000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/22/2009	209850	12000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/27/2009	209851	25000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	10/28/2009	209852	25000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	11/2/2009	209853	25000.00
MX1997	CBP - MEXICO - BANCOMER - 1997	11/5/2009	209854	60000.00
ARMCPR	ARMANDO CIMINO	9/4/2009	20082194	5483.68
STECPR	STEPHANIE CIMINO	9/4/2009	20082195	5182.41
VINCPR	VINCE CIMINO	9/4/2009	20082196	8184.73
VINCPR	VINCE CIMINO	9/4/2009	20082197	891.59
CHATHO	CHARLES T HOWARD	9/4/2009	20082198	379.87
COLSER	COLSON SERVICES	9/12/2009	20082201	11058.09

BANQFA	BANK OF AMERICA NA	9/1/2009	20082203	7812.88
NMHQFI	NMHG FINANCIAL SERVICES, INC.	9/1/2009	20082204	2355.78
GECAP1	GE CAPITAL	9/15/2009	20092205	1331.10
FORCRE	FORD CREDIT	9/1/2009	20082206	795.70
CHAHOM	CHASE HOME FINANCE	9/1/2009	20082207	348.27
CISSYS	CISCO SYSTEMS CAPITAL CRP	9/2/2009	20082208	8707.78
COUHOM	BANK OF AMERICA HOME MORTGAGE	9/8/2009	20082209	3367.75
COUHOM	BANK OF AMERICA HOME MORTGAGE	9/8/2009	20082210	2286.40
IRSPR	INTERNAL REVENUE - CALIF	9/9/2009	20082211	5443.44
EDDPR	EMPLOYMENT DEV DEPT - CALIF	9/9/2009	20082213	101.35
EDDPR	EMPLOYMENT DEV DEPT - CALIF	9/9/2009	20082214	834.60
IRSTX	INTERNAL REVENUE - TEXAS	9/9/2009	20082215	945.58
IRSTX	INTERNAL REVENUE - TEXAS	9/9/2009	20082217	834.50
IRSTX	INTERNAL REVENUE - TEXAS	9/9/2009	20082218	1930.82
ARMQPR	ARMANDO CIMINO	9/15/2009	20082219	5483.68
STECPR	STEPHANIE CIMINO	9/18/2009	20082220	5182.41
VINCPR	VINCE CIMINO	9/18/2009	20082221	8184.73
STECIM	STEPHANIE CIMINO	9/18/2009	20082222	202.85
BANQFT	BANK OF THE WEST	9/15/2009	20082223	9070.82
GECAP1	GE CAPITAL	9/15/2009	20082225	4001.05
GECAP1	GE CAPITAL	9/15/2009	20082226	2541.59
GENMOT	GENERAL MOTORS ACCEPTANCE CORP	9/15/2009	20082227	1286.50
CHAAUT	CHASE AUTO FINANCE	9/11/2009	20082228	1286.50
IRSPR	INTERNAL REVENUE - CALIF	9/22/2009	20082231	5950.06
EDDPR	EMPLOYMENT DEV DEPT - CALIF	9/22/2009	20082232	1040.57
EDDPR	EMPLOYMENT DEV DEPT - CALIF	9/22/2009	20082233	202.89
IRSTX	INTERNAL REVENUE - TEXAS	9/22/2009	20082234	2024.33
IRSTX	INTERNAL REVENUE - TEXAS	9/22/2009	20082236	845.58
IRSTX	INTERNAL REVENUE - TEXAS	9/22/2009	20082237	834.50
IRSTX	INTERNAL REVENUE - TEXAS	9/24/2009	20082238	487.36
ARMQPR	ARMANDO CIMINO	10/2/2009	20082239	5483.68
STECPR	STEPHANIE CIMINO	10/2/2009	20082240	5182.41
VINCPR	VINCE CIMINO	10/2/2009	20082242	8184.73
CHATHO	CHARLES T HOWARD	10/2/2009	20082243	202.13
CENPOI	CENTER POINT ENERGY	9/29/2009	20082244	12.66
COLSER	COLSON SERVICES	10/1/2009	20082245	11058.00
BANQFA	BANK OF AMERICA NA	10/1/2009	20082246	7812.88
NMHQFI	NMHG FINANCIAL SERVICES, INC.	10/1/2009	20082247	2355.78
GECAP1	GE CAPITAL	10/1/2009	20082248	1331.10
CHAHOM	CHASE HOME FINANCE	10/1/2009	20082250	348.27
CISSYS	CISCO SYSTEMS CAPITAL CRP	10/1/2009	20082251	8707.78
FORCRE	FORD CREDIT	10/1/2009	20082252	795.70
FORCRE	FORD CREDIT	10/30/2009	20082253	798.39
IRSPR	INTERNAL REVENUE - CALIF	10/2/2009	20082254	5950.06
EDDPR	EMPLOYMENT DEV DEPT - CALIF	10/2/2009	20082255	1040.57
EDDPR	EMPLOYMENT DEV DEPT - CALIF	10/2/2009	20082256	202.89
IRSTX	INTERNAL REVENUE - TEXAS	10/2/2009	20082257	1674.87
IRSTX	INTERNAL REVENUE - TEXAS	10/2/2009	20082258	834.50
IRSTX	INTERNAL REVENUE - TEXAS	10/2/2009	20082259	945.58
IRSTX	INTERNAL REVENUE - TEXAS	10/2/2009	20082260	78.32
STECPR	STEPHANIE CIMINO	10/16/2009	20082262	5182.41
ARMQPR	ARMANDO CIMINO	10/16/2009	20082264	5483.68
VINCPR	VINCE CIMINO	10/16/2009	20082265	8184.73
COUHOM	BANK OF AMERICA HOME MORTGAGE	10/8/2009	20082266	3397.75
COUHOM	BANK OF AMERICA HOME MORTGAGE	10/8/2009	20082267	2286.40
CHAAUT	CHASE AUTO FINANCE	10/14/2009	20082268	799.90
SCOCOM	SCOUER & COMPANY	10/2/2009	20082269	25000.00
BANQFT	BANK OF THE WEST	10/15/2009	20082270	9070.82
GECAP1	GE CAPITAL	10/15/2009	20082271	4001.05
GECAP1	GE CAPITAL	10/15/2009	20082272	2541.59
GENMOT	GENERAL MOTORS ACCEPTANCE CORP	10/15/2009	20082273	1286.50
SCOCOM	SCOUER & COMPANY	10/14/2009	20082274	15000.00
PERWHI	PERSON WHITWORTH BORCHERS & MORALES, LLP	10/18/2009	20082276	5000.00
IRSPR	INTERNAL REVENUE - CALIF	10/20/2009	20082277	5850.06
EDDPR	EMPLOYMENT DEV DEPT - CALIF	10/20/2009	20082278	1040.57
IRSTX	INTERNAL REVENUE - TEXAS	10/20/2009	20082280	834.50
IRSTX	INTERNAL REVENUE - TEXAS	10/20/2009	20082282	1813.57
IRSTX	INTERNAL REVENUE - TEXAS	10/20/2009	20082283	845.58
IRSPR	INTERNAL REVENUE - CALIF	10/28/2009	20082265	39.23
IRSTX	INTERNAL REVENUE - TEXAS	10/28/2009	20082268	43.94
ARMQPR	ARMANDO CIMINO	11/2/2009	20082292	5483.68
STECPR	STEPHANIE CIMINO	11/2/2009	20082293	5182.41
VINCPR	VINCE CIMINO	11/2/2009	20082294	8184.73
VINCIM	VINCE CIMINO	11/2/2009	20082295	891.09
TEXWOR	CASHIER	10/26/2009	20082296	221.35
COLSER	COLSON SERVICES	11/2/2009	20082297	11058.00
NMHQFI	NMHG FINANCIAL SERVICES, INC.	11/2/2009	20082298	2355.78
GECAP1	GE CAPITAL	11/2/2009	20082299	1331.10
FORCRE	FORD CREDIT	11/2/2009	20082301	795.70
FORCRE	FORD CREDIT	11/2/2009	20082302	798.39
BANQFA	BANK OF AMERICA NA	11/2/2009	20082304	7812.88
CHAHOM	CHASE HOME FINANCE	11/2/2009	20082305	348.27
CENPOI	CENTER POINT ENERGY	10/26/2009	20082306	12.66
IRSPR	INTERNAL REVENUE - CALIF	11/3/2009	20082307	5950.06

EDDPR	EMPLOYMENT DEV DEPT - CALIF	11/3/2009	20082308	1040.57
IRSTX	INTERNAL REVENUE - TEXAS	11/2/2009	20082309	1707.28
IRSTX	INTERNAL REVENUE - TEXAS	11/2/2009	20082310	845.58
IRSTX	INTERNAL REVENUE - TEXAS	11/3/2009	20082311	834.50
HENNIL	HENRY NILES	11/4/2009	20082312	15000.00
SOOCOM	SCOULER & COMPNAV	11/3/2009	20082313	25000.00
CIS&YS	CISCO SYSTEMS CAPITAL CRP	11/3/2009	20082314	6707.78
TOTALS				1083351.68

Name	Relationship to Debtor	Amount			TOTAL Current Yr Prior to Chapter 11	Basis of payment
		Nov 23 2008 thru Dec 2008 Gross Amounts	Amount Paid from Jan thru Nov 11 09	Unpaid From Nov 12 Thru 23 09		
Mary Cimino	relative of general partner	\$ 1,592.35	\$ 25,052.38	\$ 836.96	\$ 27,281.89	Payroll
Michelle D. Cimino	relative of general partner	\$ 3,461.58	\$ 54,461.52	\$ 1,384.65	\$ 56,307.75	Payroll
Christina N. Cimino	relative of general partner	\$ 3,825.47	\$ 57,039.62	\$ 1,450.23	\$ 62,115.32	Payroll
Juan Jose Morales Avina	relative of general partner	\$ 3,480.84	\$ 32,415.52	\$ 992.37	\$ 36,888.73	Payroll
Christina N. Cimino	relative of general partner				\$ 6,942.08	Exp Reimbursements
Joe Cimino	former general partner and relative				\$ 6,373.09	Distribution
Michelle D. Cimino	relative of general partner				\$ 2,033.82	Exp Reimbursements
Armand Cimino	general partner				\$ 180,852.14	Compensation
Armand Cimino	general partner				\$ 2,335.50	Taxes
Armand Cimino	general partner				\$ 1,302.87	Health Ins
Armand Cimino	general partner				\$ 4,804.32	Health Ins
Armand Cimino	general partner				\$ 882.48	Compensation
Armand Cimino	general partner				\$ 4,963.42	Reimbursements
Stephanie Cimino	general partner				\$ 125,575.38	Compensation
Stephanie Cimino	general partner				\$ 119,918.28	Life Insurance
Stephanie Cimino	general partner				\$ 2,335.50	Taxes
Stephanie Cimino	general partner				\$ 1,780.00	Health Ins
Stephanie Cimino	general partner				\$ 789.17	Health Ins
Stephanie Cimino	general partner				\$ 865.73	Compensation
Vince Cimino	general partner				\$ 229,093.00	Compensation
Vince Cimino	general partner				\$ 1,761.00	Taxes
Vince Cimino	general partner				\$ 3,520.00	Health Ins
Vince Cimino	general partner				\$ 5,578.24	Health Ins
Vince Cimino	general partner				\$ 21,033.60	Life Insurance
Vince Cimino	general partner				\$ 2,790.89	Reimbursements
Vince Cimino	general partner				\$ 43,940.70	Life Insurance
Vince Cimino	general partner				\$ 24,930.40	BoFA (CountryWide)-Mor
Jayco	Landlord (insider owned)				\$ 61,138.48	office rent
Cimino Brothers de Mexico	Wholly-owned subsidiary				\$ 6,403,541.18	product purchases

EXHIBIT F

VALUATION OF CIMINO BROTHERS PRODUCE WITH KEY PERSONS

ENTERPRISE (DEBT FREE) VALUE WITH THE CIMINOS REMAINING AT THE COMPANY

The value of Cimino Brother Produce, assuming the Ciminis remain at the Company, on a debt-free basis is \$7,550,000 as of the Valuation Date of May 24, 2010. The valuation of \$7.55 million is based on the Company's projections and reflects the April 30, 2010 Net Working Capital balance. The projections assume various restructuring measures discussed elsewhere.

As of April 30, 2010, the Company's net working capital was \$768,000¹. Of this amount, approximately \$700,000 in accounts receivable is overdue by 90 days.

EQUITY VALUE WITH THE CIMINOS REMAINING AT THE COMPANY

Our analysis shows that the total debts of the Company are approximately \$11.4 million. Since the debts exceed the debt-free-value of the Company, **the value of the Company's equity is zero.**

¹ Current Assets \$2,029,000 less Current Liabilities of \$1,261,000.

VALUATION OF CIMINO BROTHERS PRODUCE WITHOUT KEY PERSONS

Cimino Brothers Produce is extremely dependent on certain Key Personnel. Without these Key Personnel, the Company has negligible value. The main reason is that the sales are dependent on the personal relationships between Key Persons and the customers. If the Key Persons leave the Company, the customers will follow them. We estimate that 90% of the sales are dependent on relationships with Key Persons. The second main reason is that the Company depends on the production expertise of Key Persons. The Company averages approximately \$2.00 more per unit than the national average. Without the production expertise of the Key Persons, the higher revenue per unit would decline without them in the Company. Below we discuss the Key Persons and their impact on the value of the Company.

The Key Personnel are the following individuals (Collectively, "Key Persons"):

- Vince Cimino heads the Salinas, California office, which is responsible for all sales, marketing and administrative functions for the Debtor. He is also the Debtor's Chief Financial Officer (CFO). In addition to his duties as CFO, Vince Cimino is responsible for establishing and managing relationships with key customers and carrying out administrative functions related to the day-to-day operations. As of April 19, 2010, Vince Cimino receives compensation of \$9,405.45 bi-monthly.
- Armand Cimino is responsible for managing and overseeing the Debtor's Texas and Mexico operations. In 1996, Armand Cimino moved to Mexico and established production and the post harvest processes. Additionally, he developed the quality control systems, food safety procedures, accounting, maintenance, packing, and purchasing. He is responsible for managing relationships with growers, scheduling harvesting and ensuring quality control. In 2005-2006, Armand facilitated the acquisition and construction of the Laredo operation. Mr. Cimino coordinates the operations between the Debtor and its subsidiary in Mexico. During the period 2005-2008, the Debtor was the largest fresh broccoli shipper in Mexico, and it was the largest shipper of Asian cut broccoli crowns in North America. As of April 19, 2010, Armand Cimino receives compensation of \$4,702.71 bi-monthly.
- Stephanie Cimino is a part of the core team in Texas and Mexico. Ms. Cimino manages and operates the Debtor's operations in Texas and coordinates operations in Mexico, along with Armand Cimino. She focuses on the daily operation, from a management and administrative side, to assist the Debtor in operating efficiently. As of April 19, 2010, Stephanie Cimino receives compensation of \$4,702.71 bi-monthly.

The Company's significant growth and market leadership are the result of the Key Persons' complementary capabilities.

VALUATION METHOD APPLIED

The following is a summary description of the income approach and assumptions that were utilized to value CBP without Key Persons.

Income Approach

The Income Approach indicates the fair market value of an asset based on the value of the cash flows that the asset could be expected to generate in the future. This approach specifically applies the Discounted Cash Flow Method. The Discounted Cash Flow Method is comprised of four steps:

- 1) Estimate future cash flows for a certain discrete projection period;
- 2) Discount these cash flows to present value at a rate of return that considers the relative risk of achieving the cash flows and the time value of money;
- 3) Estimate the residual value of cash flows subsequent to the discrete projection period if applicable; and
- 4) Combine the present value of the residual cash flow with the present value of discrete projection period cash flows to indicate the fair market value.

To value CBP without the Key Persons, we estimated the cash flows from the Company's operations over the projected period without the Key Persons. The amount of revenues and profits that are expected to be lost each year if the Key Persons are not in the Company is based on discussions with the Management and review of the details of the customer list, industry pricing, and industry gross margin analysis. In the absence of the Key Persons, the Company's forecasted revenue will decline by approximately 90% during the proforma period. Additionally, the Company's expected cost of goods sold as a percentage of revenue will increase by 2.5% during the pro forma period. Below we discuss the impact of the Key Persons in more detail.

Revenue

1. **Customer Relationships** – In an established company, the customer relationships have been developed over a period of years. The customer relationships reflect the sum total of the ongoing sales efforts of the business over its life. A customer relationship exists, even if it is not contractual, if there is a reasonable expectation that the customer will continue to purchase goods or services. The probable profit that will be generated by the existing customer relationships in future years is an important factor in assessing the business overall. Among Vince Cimino's strengths are the close relationships he has cultivated with his customers. He spends a majority of his time in building relationships with the Company's existing and new customers. Based on discussions with Vince Cimino, he has personal relationships with customers accounting for approximately 85%

Cimino Brothers Produce
Valuation prepared by Crowe Horwath LLP

of sales in 2009 and 70% of sales in 2008. We weighted 66.63% to 2009 and 33.34% to 2008 customers for a weighted average potential impact to the revenue of 80%. The probability of these customers leaving with Vince is approximately 100%. Additionally, the probability of remaining 20% of the Company's customers leaving is approximately 50%. The net expected impact on sales is a reduction of 90%.

If Vince were to leave and establish a start-up company to compete or join a competitor, we assume there will be a negligible lag time for him to compete directly against CBP.

2. **Premium Pricing** - Given the year-round growing season for its product and the Key Persons' proprietary methods of growing, packing, processing, shipping, and delivering its fresh produce, management believes that the Company's products are fresher and considered higher quality than that of its competitors in North America. Thus, the Company commands higher per unit pricing. For instance, CBP's broccoli price per case has been on average \$2.00, (29%) higher than the national average over the 2000 to 2008 period. Please see the Company's analysis below:

Cimino Brothers Produce
Sales by Ship date
Sales Synopsis

YEAR	QUANTITY	Cimino Brother Produce AVE PRICE	FOB \$ SALES	U.S.A. GOV AVE	U.S.A. GOV \$ SALES	DIFF +/-	ADDITIONAL SALES INCOME
2000	270,851	\$8.46	\$ 2,291,833	\$7.17	\$ 1,942,002	\$1.29	\$ 349,831
2001	498,752	\$8.91	\$ 4,443,880	\$6.93	\$ 3,456,351	\$1.98	\$ 987,529
2002	720,927	\$9.27	\$ 6,682,993	\$6.98	\$ 5,032,070	\$2.29	\$ 1,650,923
2003	896,740	\$9.29	\$ 8,330,715	\$7.31	\$ 6,555,169	\$1.98	\$ 1,775,545
2004	1,271,311	\$8.68	\$ 11,040,065	\$7.88	\$ 10,017,931	\$0.80	\$ 1,022,134
2005	1,829,164	\$7.52	\$ 13,755,313	\$6.01	\$ 10,993,276	\$1.51	\$ 2,762,038
2006	1,908,805	\$8.76	\$ 16,721,132	\$6.03	\$ 11,510,094	\$2.73	\$ 5,211,038
2007	1,671,569	\$9.17	\$ 15,323,273	\$6.10	\$ 10,196,571	\$3.07	\$ 5,126,702
2008	1,612,732	\$8.81	\$ 14,208,169	\$6.50	\$ 10,482,758	\$2.31	\$ 3,725,411
OVERALL:	10,680,851 *	\$8.76	\$ 92,797,373 *	\$6.77	\$ 70,186,222 *	\$2.00	\$ 22,611,151

* EVERY JUNE, THE MONTEREY COUNTY AG COMMISSIONER'S OFFICE COMES OUT WITH ITS ANNUAL REPORT FOR THE PREVIOUS YEAR. THE REPORT USES THE DATA THAT THE U.S.D.A. ACCUMULATES ALL YEAR TO GIVE READERS CROP ACRES, CROP YIELDS IN TONS, AND VALUE PER TON PER ACRE. THIS CRITERIA IS WHAT IS USED TO COMPARE OURSELVES TO THE MARKET PLACE.

Gross Margin:

3. **Key Persons' Know How** - Based on preceding discussions on the Company's premium pricing, production efficiencies and Key Persons' know-how, CBP earns an additional 2.5% higher gross margin for its broccoli. The gross margin of CBP without Key Persons is projected to increase from 18.5% in year 1 to a normalized level of 25% in year 5 and during the remaining proforma period without Key Persons.

Operating Expenses

4. Based on the review of operating expense line items and discussions with management, we assumed that 25% of the operating expenses are fixed costs and 75% are variable costs. Thus, we assumed that the decline in sales resulting from the departure of the Key Persons would result in a decline of approximately 75% of the operating expenses during the proforma period.

The concluded fair value of CBP, before debt and without Key Persons, is determined to be \$0.

Crowe reserves the right to amend its analysis and conclusions as new information or assumptions become available.

Cimino Brothers Produce
Valuation prepared by Crowe Horwath LLP

ANALYST'S QUALIFICATIONS

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Experience

Dr. McConaughy has over 15 years of experience, as a Finance professor and in consulting on the valuation of businesses and business interests, derivative securities, economic damages, and intangible assets for bankruptcy, financial reporting, tax purposes, mergers and acquisitions, financial structuring, and litigation support services.

In addition to the valuation of businesses and financial securities, Dr. McConaughy has consulted on the cost of capital, the determination of the appropriate discounts and premia for control and marketability associated with closely held businesses, restricted securities of public companies, other financial securities, and limited partnership /LLC interests in connection with tax planning and IRS appeals, estate valuations, ESOP valuations and charitable donations.

Dr. McConaughy's publications include the areas of cost of capital, capital structure, IPOs, mergers and acquisitions, illiquidity discounts, family business, executive compensation, and restricted securities under Rule 144. A complete list is available on request.

Dr. McConaughy is an Associate Professor of Finance at California State University, Northridge.

Education

- PhD in Finance, University of Cincinnati
- PhD and MA in Syriac and Greek, University of Chicago
- BS in Business Administration, The College of Charleston

Professional Memberships

- American Society of Appraisers

EXHIBIT G

Dimino Brothers Produce
Cash Collateral Budget
Actual Amounts by Month

	December 2009	January 2010	February 2010	March 2010	April 2010	May 2010 thru 21st	Total
ESTIMATED CARTON MARKET PRICE	78,517	98,778	82,011	86,275	73,902	55,271	474,754
SALES	12.16	8.85	9.93	14.08	12.38	13.53	11.82
PRODUCT PURCHASES	930,917	872,410	810,134	1,214,956	915,127	741,985	5,485,529
FREIGHT	647,422	581,664	482,882	484,785	664,234	335,814	3,196,800
BEGINNING CASH	163,466	181,799	140,902	114,195	162,982	83,053	846,396
CASH RECEIPTS	-	-	-	-	-	-	-
AVAILABLE CASH	18,520	551,880	374,717	247,055	172,924	339,530	18,520
	1,530,630	761,683	899,832	926,376	1,326,239	556,654	6,001,414
	1,549,150	1,313,563	1,274,549	1,173,431	1,499,163	896,184	6,019,934
EXPENSES							
PRODUCE PURCHASED	647,422	581,664	482,882	484,785	664,234	335,814	3,196,800
AUTO / FUEL	-	-	1,150	1,395	631	-	3,176
BANK CHARGES & FEES - ACH	-	-	-	-	-	-	-
SUBSCRIPTIONS - PRIMUS & ITRADE	1,811	770	776	1,451	625	1,400	6,833
BUSINESS PROMOTION	-	-	-	564	-	-	564
PROMOTION - SYSCO & PRO*ACT	-	-	4,333	4,819	-	9,472	18,624
INSURANCE - HEALTH - BLUE CROSS	14,876	7,690	7,344	10,255	8,394	6,421	54,979
INSURANCE - LIABILITY & AUTO	4,882	-	3,941	11,610	4,723	8,655	33,811
INSURANCE - LIFE	3,683	-	-	1,740	1,928	-	7,351
WORKERS COMP	4,344	1,551	276	2,353	502	-	9,026
JANITORIAL SERVICE	1,173	492	606	532	492	492	3,787
ALARM MONITORING	-	358	-	-	358	-	716
LEGAL - LEVENE BENDER-	-	-	-	-	-	-	-
OFFICE EXPENSES	232	1,747	959	355	1,052	30	4,375
POSTAGE	161	339	594	696	638	101	2,529
RENT - JAVCO (rabobank)	9,253	6,582	6,582	5,000	5,000	5,000	37,417
RENT - MEXICO CARTON WAREHOUSE	-	288	-	-	-	238	526
TRAVEL	-	-	497	60	258	202	1,017
SALARIES & WAGES - CA	118,401	86,938	85,429	88,609	94,218	72,803	546,398
TAXES / PAYROLL - CA&TX	9,024	12,943	33,693	7,048	6,994	7,182	76,884
TAXES / LICENSES/FEES	514	-	859	70	550	-	1,993
TAXES / CHILD SUPPORT	974	555	370	370	370	370	3,009
TELEPHONE	1,233	413	7,535	6,539	5,908	3,432	25,060
UTILITIES	453	1,433	1,162	1,181	267	564	5,060
INTEREST EXPENSE - WFB	41,000	41,000	41,000	41,000	41,000	41,000	246,000
ACH - FORD MOTOR CREDIT - EXPLORER	945	766	-	766	766	1,531	4,774
ACH - SBA LAREDO COOLER	13,638	8,478	11,058	11,058	11,058	-	55,290
ACH - B OF A LAREDO COOLER	9,636	11,457	7,813	7,813	7,813	7,813	52,344
ACH - CISCO PHONE SYSTEM	8,273	13,416	-	6,708	6,708	-	35,105
ACH - GE CAPITAL - 2 CAT FORKLIFTS	-	1,331	1,331	1,331	1,331	1,331	6,655
ACH - FORD MOTOR CREDIT - FORD TRK	-	1,596	-	798	798	797	3,989
ACH - CHASE LAREDO HOUSE 2ND	430	696	348	348	348	348	2,519
ACH - GE CAPITAL - FORKLIFTS	596	2,556	2,556	-	2,556	2,556	10,820
ACH - B OF A MORTGAGE LAREDO HSE	4,191	2,458	-	2,458	3,798	2,458	15,363
ACH - B OF A MORTGAGE VINCE HSE	-	-	-	-	-	-	-
ACH - CHASE - MUSTANG	987	-	1,600	800	-	-	3,387
ACH - BOTW - FORKLIFTS, SCISSORLIFT	11,188	9,071	9,071	9,071	1,745	873	41,018
ACH - GE CAPITAL - GENERATOR	616	7,695	4,001	4,001	4,001	4,001	24,315
ACH - GE CAPITAL - COMPRESSOR	2,515	5,084	2,542	5,097	2,542	2,542	20,321
ACH - GMAC - YUKON XL	300	1,287	1,287	1,287	-	1,287	5,447
MONTHLY ESCAPE PAYMENT -CHECK	599	599	600	-	-	-	1,798
MONTHLY EXPEDITION PAYMENT - CHECK	-	1,128	1,128	1,128	1,128	1,128	5,639
MONTHLY EXPLORER PAYMENT - CHECK	984	506	506	506	506	506	3,514
RETAINER	-	-	-	-	-	-	-
PROFESSIONAL FEES	-	-	4,145	-	163	-	4,308
UNITED STATES TRUSTEE FEES	-	6,500	-	-	9,750	-	16,250
MISCELLANEOUS	-	1,600	2,062	654	251	-	4,568
TOTAL OPERATING EXP. - CA	266,913	239,320	247,150	239,471	229,170	184,533	1,406,557

Dimino Brothers Produce
Cash Collateral Budget
Actual Amounts by Month

	December 2009	January 2010	February 2010	March 2010	April 2010	May 2010 thru 21st	Total
OPERATING EXPENSES - LAREDO	-	-	-	-	-	-	-
AUTO / FUEL - LAREDO	86	-	721	643	-	-	1,450
FUEL/DIESEL - LAREDO	59	-	645	-	202	-	906
EQUIPMENT RENTAL - LAREDO	248	251	604	596	303	292	2,294
UNIFORM LAUNDRY - LAREDO	61	-	-	-	-	-	61
WORKERS COMP - LAREDO	3,691	2,406	1,991	-	1,801	-	9,889
ALARM MONITORING - LAREDO	128	128	-	128	-	-	384
OFFICE SUPPLIES - LAREDO	49	254	464	30	238	303	1,338
COOLER SUPPLIES - LAREDO	-	12,483	28,143	25,767	21,361	428	88,183
INSPECTIONS - LAREDO	640	1,800	9,524	3,629	5,363	2,401	23,357
JANITORIAL - LAREDO	-	17	-	-	522	-	539
POSTAGE - LAREDO	41	31	81	123	-	-	276
PROPERTY TAXES - LAREDO	64	-	-	-	-	-	64
REPAIRS & MAINT - LAREDO	-	-	1,336	2,270	585	899	5,090
SECURITY - LAREDO	-	-	-	-	128	-	128
SALARIES & WAGES - TX	26,905	14,563	12,507	29,404	18,481	13,668	115,528
TAXES / PAYROLL - TX	1,953	-	-	-	77	-	2,030
TELEPHONE - LAREDO	448	238	4,606	1,042	288	1,000	7,622
TRAVEL - LAREDO	-	-	-	-	-	-	-
PRODUCT FREIGHT	38,400	76,147	224,040	190,360	206,686	123,665	859,298
UTILITIES - LAREDO	8,356	9,272	11,875	13,353	8,520	9,556	60,932
UTILITIES - LAREDO HOUSE	410	271	-	223	1,100	-	2,004
INSURANCE - LAREDO HOUSE	1,396	-	925	8,683	575	4,281	15,860
OUTBOUND FREIGHT (GROSSED TO SALES)	-	-	-	-	-	-	-
THIRD PARTY CROSS DOCK FACILITIES	-	-	-	-	-	-	-
TOTAL OPERATING EXP. - LAREDO	82,935	117,862	297,462	276,251	266,230	156,493	1,197,233
TOTAL OPERATING EXPENSES	997,270	938,846	1,027,494	1,000,507	1,159,633	676,840	5,800,590
ENDING CASH	551,880	374,717	247,054	172,924	339,530	219,344	219,343

EXHIBIT H

Cimino Brothers Produce

	<u>As of May 21, 2010</u>
Cash at Petition Date	117,000
Cash at Month End	<u>219,344</u>
Net Change in Cash	<u>102,344</u>
A/R at Petition Date	1,877,437
A/R at Month End (per operating report)	<u>1,650,272</u>
Net Change in A/R	<u>(227,165)</u>
Inventory at Petition Date	126,549
Inventory at Month End (per operating report)	<u>226,568</u>
Net Change in Inventory	<u>100,019</u>
Net Change in Assets	<u><u>(24,802)</u></u>

1 In re: 2 CIMINO BROKERAGE COMPANY Debtor(s).	CHAPTER 11 CASE NUMBER 5:09-bk-60291
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PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Blvd., Ste. 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document described as **FIRST AMENDED DISCLOSURE STATEMENT DESCRIBING PLAN OF REORGANIZATION DATED AS OF JUNE 9, 2010** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

I. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (“NEF”)** – Pursuant to controlling General Order(s) and Local Bankruptcy Rule(s) (“LBR”), the foregoing document will be served by the court via NEF and hyperlink to the document. On **June 9, 2010** I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email address(es) indicated below:

- * Effie F. Anastassiou effieesq@salinasaglaw.com, paralegal@salinasaglaw.com
- * Todd M. Arnold TMA@lnrb.com
- * Jason Binford jason.binford@haynesboone.com
- * Bradley D. Blakeley bblakeley@blakeleyllp.com
- * Todd Dressel tdressel@winston.com, btolmer@winston.com
- * David B. Golubchik dbg@lnrb.com, angela@lnrb.com
- * Michael J. Gomez mgomez@frandzel.com, efilng@frandzel.com
- * Ralph P. Guenther rguenther@duffyguenther.com
- * Edwin L. Joe edwin.joe@sba.gov
- * Brian Y. Lee bylee@winston.com
- * Paul E. Manasian manasian@mrlawsf.com, gradl@mrlawsf.com
- * Austin P. Nagel melissa@apnagellaw.com
- * Office of the U.S. Trustee / SJ USTPRegion17.SJ.ECF@usdoj.gov, ltroxas@hotmail.com
- * Marion I. Quesenbery marion@rjlaw.com
- * Gregory A. Rougeau rougeau@mrlawsf.com, gradl@mrlawsf.com
- * Timothy J. Silverman tim@sgsslaw.com
- * John M. Sorich generalmail@aswlawoffice.com
- * James A. Tiemstra jat@tiemlaw.com, sml@tiemlaw.com
- * Richard James Wallace richard.wallace@solidcounsel.com

Service information continued on attached page

II. **SERVED BY U.S. MAIL OR OVERNIGHT MAIL**(indicate method for each person or entity served):

On **June 9, 2010** I served the following person(s) and/or entity(ies) at the last known address(es) in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and/or with an overnight mail service addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

VIA OVERNIGHT DELIVERY

Hon. Arthur S. Weissbrodt
 Attn: Tanya Bracegirdle, Courtroom Deputy
 United States Bankruptcy Court
 280 South First Street, Room 3020
 San Jose, CA 95113-3099

Service information continued on attached page

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III. SERVED BY PERSONAL DELIVERY, FACSIMILE TRANSMISSION OR EMAIL (indicate method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 9, 2010** I served the following person(s) and/or entity(ies) by personal delivery, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

None.

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct

June 9, 2010	Angela Antonio	/s/ Angela Antonio
<i>Date</i>	<i>Type Name</i>	<i>Signature</i>

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.
January 2009 F 9013-3.1