

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

IN THE MATTER OF:

**EL FARMER, INC.**

*Debtor*

CASE NO. 12-09687 BKT

CHAPTER 11

**THIRD URGENT MOTION FOR AUTHORITY TO USE CASH COLLATERAL;**

TO THE HONORABLE COURT:

**NOW COMES** Debtor herein, EL FARMER, INC., and PAN AMERICAN GRAIN COMPANY, INC., by their respective undersigned attorneys, and very respectfully allege and pray:

1. Debtor filed the instant petition on December 7<sup>th</sup>, 2012.
2. The debtor maintains possession of the assets of the estate and operates its farm business pursuant to 11 USC §1108.
3. Banco Popular holds and controls a commercial account number 068-218915 into which all accounts receivables of the debtor were deposited by the debtor's principal client, Suiza Dairy, Inc. According to the debtor's latest information, as of this date, Suiza has funds of the estate available for immediate disbursement approximately \$150,000.00 which correspond to the production of the first 15 day period of January and the 15 day period of January 15 to January 31, 2013. After the petition was filed, the debtor opened and maintains active DIP accounts with Firstbank Corp. (Account number 550920612), and authorized entity to receive debtor in possession funds.
4. Prior to the petition, the debtor and Banco Popular entered into various loan agreements which include among other warranties, all present and future accounts receivables, 225,146 quarts of milk quota for the production of raw milk every 14 day

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period, as well as all personal property, equipment and machinery of the debtor. The bank also holds personal and unlimited warranties from the debtor's president and Mr. Jose Jeron Muñiz La Salle. Finally, Banco Popular holds as additional guarantee several real property mortgages over the debtor's real properties securing all amounts due the bank.

5. After the filing of the petition, the debtor and Pan American Grain Company, Inc., supplier of feed, reached an agreement for the continued supply of feed to the debtor, but Banco Popular limited its consent to only two months of production that ended on January 31, 2013. See docket number (15). Pan American Grain has indicated that it will continue to deliver feed to the debtor on condition that Suiza pay its invoices directly from the proceeds of the debtor's sale of raw milk to the processor. During the month of January, 2013, the debtor increased its production of milk from the initial estimate of 95,000 quarts per 15 day period to more than 110,000 quarts per 15 day period. Accordingly, the funds needed for the feed corresponding to the month of January 31, 2013 must be increased to \$76,108.00 from the previously agreed amount of \$64,000 which is totally inadequate and insufficient.

6. The debtor has prepared its cash flow estimates for the months of January 2013 to April, 2013 (See Exhibits 1,2,3,4). Included is the production report of the debtor's production for the 2012 year. According to these estimates, the debtor will consume in these months: **\$76,108.00** in January, 2013, **\$78,712.00** in February, 2013, **\$80,473.00** in March, 2013, and **\$82,134.00** in April, 2013. Pan American Grain Company, the supplier of feed to the debtor, has indicated that it will serve the indicated amounts of feed and that

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it requires that its invoices be paid directly by Suiza Dairy via electronic transfer of funds.

7. At the present time, it is imperative that the debtor be authorized immediate access to a portion of the funds to be paid by Suiza Dairy, Inc., to the debtor, in accordance with 11 USC § 363(c)(2)(B) in order to maintain its business operations and warrant its ability to reorganize in accordance with chapter 11 of the bankruptcy code. The payment of feed supplied by Pan American is crucial to the debtor's operations and must be attended to immediately. According to the Operating Budgets included as an exhibit to this motion, the debtor needs **\$76,108.00** for feed for the month of January, 2013, **\$78,712.00** for February, 2013, **\$80,473.00** for March, 2013, and **\$82,134.00** for April, 2013, in order to adequately supply with feed its milk producing stock from feed supplied by Pan American.

8. In accordance with section 11 USC §363(c)(2)(B) of the Code, the debtor requests that this Court authorize and approve the Debtor's partial use of the indicated cash collateral for the payment of part of its operating expenses related to the supply of feed from Pan American as set forth in the operating budgets attached hereto as Exhibits 1 through 4.

9. In order to remain in possession of its property and continue its business activity in an effort to achieve successful reorganization, the debtor must be permitted to use part of the bank's cash collateral in its ordinary business operations. The debtor currently has no present alternate borrowing source from which to secure additional funding to operate its business. The debtor believes the listed expense is reasonable and

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necessary and which must be paid in order to secure and provide the means to continue its operations and pay the expenses related to supply of feed and grain.

10. In order to effectively implement the purchase and payment of feed, the debtor and Pan American have agreed as follows:

- a. An authorized representative of Pan American will verify on-site the periodic needs for feed of the debtor and as a result will issue a purchase order for feed and grain according to the needs of the debtor's operation. This order will be immediately processed by Pan American after its approval by the debtor.

- B. The resulting invoice from Pan American will be delivered immediately to Suiza Dairy, Inc., which will immediately process and disburse the invoiced amount to an authorized representative of Pan American, who will personally retrieve the payment from Suiza's commercial offices.

- C. At no time hereafter, Suiza will deliver to Pan American payments in excess of the amounts listed fore each period requested between January 2013 and April, 2013 unless specifically authorized by an Order from the Bankruptcy Court and an agreement between Pan American, the debtor and the bank.

11. In the event that the Court does not immediately authorize the debtor's use of this cash collateral, the debtor believes it will be irreparably harmed in its effort to continue operating, the operator of the dairy farm will collapse and it will be unable to

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propose a feasible plan of reorganization. This will cause irreparable harm to the creditors and significant additional losses to the estate and its creditors.

12. **COMPLIANCE WITH LOCAL RULE 4001-2**

A. The motion has specified the exact amounts needed for the payment of feed to the supplier Pan American Grain, Inc.

B. The funds will be used only for the payment of feed and the debtor will have no control of the disbursement of the funds by Suiza directly to Pan American.

C. The debtor has made a part of this motion detailed and specific budgets for each of the periods for which it requests specific authority for the use of cash collateral. The debtor is filing this motion for the three following months due to the fact that it has been very difficult to reach expedited agreements with secured creditor Banco Popular, which holds a secured interest in this collateral.

D. Debt to secured creditor Banco Popular:

(1) Prior to the petition, BPPR and El Farmer, executed various Credit Agreements, under which the borrower's current approximate indebtedness to BPPR as of the filing date is \$11,694,429.00. The same includes accrued interest as well as the principal amounts due.

(2) As a guarantee to the fulfillment of the Credit Agreements, Debtor also executed various security agreements, collectively referred to as the "Pre-petition Loan Documents". Under these agreements, the borrowers pledged their accounts receivables, bi-monthly milk quota of 213,146 quarts to BPPR.

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The Pre-petition Loan Documents define the Bank's cash collateral as that term is defined in Section 363(a) of the Bankruptcy Code. Debtor also executed various mortgage deeds and notes in which it granted the bank several liens in the aggregate amount of \$6,212,080.00 on its various properties used in the operation of the dairy farm.

(3) Mr. Miguel Ramos Cruz president of the corporation also signed an unlimited guaranty, guaranteeing the full amount of the debt to BPPR.

E. The debtor and Banco Popular are in the process of reaching an agreement for the use of cash collateral, but the process has been delayed due to the continued demand of additional terms and conditions that have no relation to the matter at hand. The debtor has already agreed to make regular payments from its present and future production to secured creditor Banco Popular as follows:

(1) For the month of January 2013, Debtor shall pay BPPR \$8,620.00 weekly from the cash collateral, or \$34,480.00.

(2) For the month of February 2013, Debtor shall pay BPPR \$8,620.00 weekly from the cash collateral, or \$34,480.00.

(3) For the month of March 2013, Debtor shall pay BPPR \$8,820.00 weekly from the cash collateral, or \$35,280.00.

(4) For the month of April 2013, Debtor shall pay BPPR \$9,000.00 weekly from the cash collateral or \$36,000.00.

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F. At this time, there are no amounts owed the United States Trustee or the debtor's professionals, since no application has been filed or is pending approval by this Honorable Court.

**REQUEST FOR URGENT HEARING**

12. Under the authority of Federal Bankruptcy Rule 4001(a)(2), this Court may grant Ex-Parte relief under 11 USC §363(e) without notice since the debtor has shown in this motion that there is immediate and irreparable injury and loss to the estate if the remedies requested are not granted immediately, no loss or diminution of the existing collateral agreements will be caused to Banco Popular; the debtor is in the process of reaching an agreement with its largest creditor (Banco Popular) for the service of the secured debt and for the disbursement of adequate protection payments, and has reached an additional agreement for the service of the supplier of feed Pan American Grain company, Inc.; and the debtor further represents that it has complied with the provisions of Local Bankruptcy Rule 4001(c) as follows:

A. The name, address of Banco Popular's attorney is Mr. Charles Gilmore, Esq., at : O'NEILL & GILMORE, Citibank towers, Suite 1701, 252 Ponce de Leon Ave., San Juan, P 00918, to his e-mail at: [cpg@go-law.com](mailto:cpg@go-law.com), and Arturo Gonzalez Martin, Esq., attorney for Pan American Grain Company, Inc., PO Box 19377, San Juan, PR 00919-3377, and to his e-mail address at [agm017@yahoo.com](mailto:agm017@yahoo.com). And to all creditors and parties in interest registered at

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the CM/ECF system of the Bankruptcy Clerk's Office. There are no other parties in interest in the cash collateral identified herein.

B. Immediate notice by electronic means has been made on this same date to Banco Popular and its attorney identified above, and to Pan American Grain and its attorney identified above, as well as to the debtor's 20 largest creditors.

C. The nature of the emergency situation of the debtor's operating cash funds and the immediate need for the cash collateral has been alleged in detail in this motion;

D. The amount needed by the debtor is the net amount of **\$76,108.00** in January, 2013, **\$78,712.00** in February, 2013, **\$80,473.00** in March, 2013, and **\$82,134.00** in April, 2013. \$64,000, which amounts will periodically be available from Suiza Dairy, Inc.

E. As stated above, Banco Popular holds and maintains, even after the total use of the cash collateral, good and sufficient collateral to warrant its lien on estate and non estate assets, for which reason the debtor is convinced that the creditor holds good and sufficient additional collateral as adequate protection for its secured liens.

#### **REQUEST FOR AN EXPEDITED PRELIMINARY HEARING**

13. In the event that the court denies the Ex-Parte relief sought, it is respectfully requested that an Emergency Preliminary hearing be scheduled



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within the next four days under the authority of Federal Bankruptcy Rule 4001 (b)(2).

**NOTICE OF SERVICE OF THIS MOTION**

14. The undersigned attorney HEREBY CERTIFIES that I am the debtors' attorney, that on this same date I electronically filed the preceding document with the Clerk of this Honorable Court using CM/ECF system which will send a copy of this notice to the US TRUSTEE, and all creditors registered to said system.

**RESPONSE REQUESTED:**

15. Within ten (10) days after service of this motion, and an additional three (3) days pursuant to Federal Bankruptcy Rule 9006(f) any party against whom this motion has been served, or any party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this motion with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the motion will be deemed unopposed and may be granted: unless (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise.

**WHEREFORE**, Debtor respectfully requests that the Honorable Court grant the following remedies:

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- A. Authorize the use of the identified cash collateral as requested herein;
- B. In the event that the ex-parte relief is not granted, that an Emergency Expedited Hearing be scheduled;
- C. A preliminary or final hearing in this matter be scheduled within 14 days of the filing of this motion;
- D. All other remedies which are proper and just be also granted.

In San Juan, Puerto Rico, this 5<sup>th</sup> day of February, 2013.

**MODESTO BIGAS LAW OFFICE**  
Attorney for Debtor(s)  
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By: /s/Modesto Bigas Mendez  
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by: S/Arturo Gonzalez Martin

ARTURO GONZALEZ MARTIN, ESQ.

12-168 Cash Collateral Request #3

**MONTHLY PROJECTIONS EL FARMER, INC.**  
**JANUARY, 2013**

MILK QUOTA: 213,146 QUARTS/15 DAY

MILK SALES THIS MONTH (EST): 222,393 QUARTS  
509 COWS IN PROD, 40 SICK, 65 MATERN,45 CALV, 20 HEIFERS  
PERCENT OF QUOTA THIS PERIOD: 44%

TOTAL INCOME: PRODUCTION @0.845 PER QUART:	\$187,922
LESS EXPENSES:	
FEED AND GRAIN	\$76,108
WAGES	\$13,643
HAY, FORAGE	\$2,030
INSEMINATION	\$2,030
NAIL CORRECTION	\$883
MEDICINES	\$1,785
CHEMICALS	\$545
CLEANING PRODUCTS	\$263
GAS & OIL	\$1,090
INSURANCE	\$319
VETERINARIAN	\$902
PAYROLL	\$19,356
PAYROLL EXPENSES	\$4,258
DIP SALARY	\$8,600
RENT	\$1,290
REPAIRS, MAINTENANCE	\$1,071
UTILITIES	\$4,886
LICENSES, PERMITS	\$564
PURCHASE OF STOCK	\$8,306
LOAN BPPR	\$34,480
LOAN BDE	\$4,978
TOTAL EXPENSES	\$187,388
SURPLUS (DEFICIT)	\$534

MILK QUOTA: 213,146 QUARTS/15 DAY

MILK SALES THIS MONTH (EST): 230,000 QUARTS  
509 COWS IN PROD, 40 SICK, 65 MATERN, 45 CALV, 20 HEIFERS  
PERCENT OF QUOTA THIS PERIOD: 44%

TOTAL INCOME: PRODUCTION @0.845 PER QUART:	\$194,350
LESS EXPENSES:	
FEED AND GRAIN	\$78,712
WAGES	\$14,110
HAY, FORAGE	\$2,099
INSEMINATION	\$2,099
NAIL CORRECTION	\$913
MEDICINES	\$1,846
CHEMICALS	\$564
CLEANING PRODUCTS	\$272
GAS & OIL	\$1,127
INSURANCE	\$330
VETERINARIAN	\$933
PAYROLL	\$20,018
PAYROLL EXPENSES	\$4,404
DIP SALARY	\$8,600
RENT	\$1,290
REPAIRS, MAINTENANCE	\$1,108
UTILITIES	\$5,053
LICENSES, PERMITS	\$583
PURCHASE OF STOCK	\$8,590
LOAN BPPR	\$34,480
LOAN BDE	\$4,978
TOTAL EXPENSES	\$192,110
SURPLUS (DEFICIT)	\$2,240

**MONTHLY PROJECTIONS EL FARMER, INC.****MARCH, 2013**

MILK QUOTA: 213,146 QUARTS/15 DAY

MILK SALES THIS MONTH (EST): 235,000 QUARTS  
515 COWS IN PROD, 30 SICK, 65 MATERN, 45 CALV, 20 HEIFERS  
PERCENT OF QUOTA THIS PERIOD: 44%

TOTAL INCOME: PRODUCTION @0.845 PER QUART:	\$198,575
LESS EXPENSES:	
FEED AND GRAIN	\$80,423
WAGES	\$14,417
HAY, FORAGE	\$2,145
INSEMINATION	\$2,145
NAIL CORRECTION	\$933
MEDICINES	\$1,886
CHEMICALS	\$576
CLEANING PRODUCTS	\$278
GAS & OIL	\$1,152
INSURANCE	\$338
VETERINARIAN	\$953
PAYROLL	\$20,453
PAYROLL EXPENSES	\$4,500
DIP SALARY	\$8,600
RENT	\$1,290
REPAIRS, MAINTENANCE	\$1,132
UTILITIES	\$5,163
LICENSES, PERMITS	\$596
PURCHASE OF STOCK	\$8,777
LOAN BPPR	\$35,280
LOAN BDE	\$4,978
TOTAL EXPENSES	\$196,013
SURPLUS (DEFICIT)	\$2,562

**MONTHLY PROJECTIONS EL FARMER, INC.****APRIL, 2013**

MILK QUOTA: 213,146 QUARTS/15 DAY

MILK SALES THIS MONTH (EST): 240,000 QUARTS  
515 COWS IN PROD, 30 SICK, 65 MATERN, 45 CALV, 20 HEIFERS  
PERCENT OF QUOTA THIS PERIOD: 44%

TOTAL INCOME: PRODUCTION @0.845 PER QUART:	\$202,800
LESS EXPENSES:	
FEED AND GRAIN	\$82,134
WAGES	\$14,723
HAY, FORAGE	\$2,190
INSEMINATION	\$2,190
NAIL CORRECTION	\$953
MEDICINES	\$1,927
CHEMICALS	\$588
CLEANING PRODUCTS	\$284
GAS & OIL	\$1,176
INSURANCE	\$345
VETERINARIAN	\$973
PAYROLL	\$20,888
PAYROLL EXPENSES	\$4,595
DIP SALARY	\$8,600
RENT	\$1,290
REPAIRS, MAINTENANCE	\$1,156
UTILITIES	\$5,273
LICENSES, PERMITS	\$608
PURCHASE OF STOCK	\$8,964
LOAN BPPR	\$36,000
LOAN BDE	\$4,978
TOTAL EXPENSES	\$199,837
SURPLUS (DEFICIT)	\$2,963

JONATHAN J. DIAZ REGUERO  
Accountant & Consultant  
Federal & State Taxation

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Ave. Miguel A. Garcia Mendez (Carr. 110)  
Urb. Nuevo San Antonio #1 (Semaforo)  
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## FINANCIAL STATEMENT


THE BOARD OF DIRECTORS OF  
El Farmer, Inc.  
Carr. #2 Km 110.1  
Isabela, PR 00662

The accompanying Statement of Financial Statement of El Farmer, Inc. for the period ended on December 31, 2012, include a Income Statement.

The statement was prepared conformity with Generally Accepted Accounting Principles using documents and registers which were provided by the corporation. At your request, we performed the agreed-upon procedures enumerated below with respect to the Statements of Income of the Corporation El Farmer, Inc., located at Isabela, Puerto Rico for the years to be ending on December 31, 2012.



Prepared By:

  
Jonathan J. Díaz Reguero, BBA, MBA  
Lic. # 19975

In Aguadilla, Puerto Rico as of January 12, 2013.

## El Farmer, Inc.

## Profit &amp; Loss

January through December 2012

Accrual Basis

	Jan - Dec 12
Ordinary Income/Expense	
Income	
Product - Milk Sales	2,282,352.66
Total Income	2,282,352.66
Cost of Goods Sold	
Feed & Grain	1,264,810.26
Heifers	46,700.00
Insemination	8,950.00
Nails Correction	24,211.00
Vet Medicine	33,685.84
Total COGS	1,378,357.10
Gross Profit	903,995.56
Expense	
Bank Service Charges	8,512.44
Car and Truck Expenses	4,019.55
Chemicals Purchased	5,847.33
Cleaning Expense	12,315.68
Food & Entertainment	409.22
Gasoline, Fuel and Oil	16,712.68
Independent Contractor	64,644.00
Insurance Expense	
Life & CFSE Insurance Interest	3,447.53
Insurance Expense - Other	2,035.00
Total Insurance Expense	5,482.53
Interest Expense	
Auto expense	3,611.00
Loan Interest	514,440.90
Total Interest Expense	518,051.90
Medical	435.00
Meetings Expense	1,551.45
Miscellaneous Expense	5,241.08
Office Equipment	2,102.45
Office Supplies	580.23
Payroll Expenses	184,063.56
Post Office Expense	36.15
Professional Fees	
Accounting	13,300.00
Legal Fees	205.00
Total Professional Fees	13,505.00
Rent Expense	
Farm	14,800.00
Truck	16,886.00
Total Rent Expense	31,686.00
Repairs and Maintenance	
Equipment	15,604.61
Repairs and Maintenance - Other	7,580.89
Total Repairs and Maintenance	23,185.50
Small Tools and Equipment	220.88
Supplies	60,299.51
Telephone Expense	2,231.02
Travel	275.40



## El Farmer, Inc.

**Profit & Loss**

January through December 2012

Accrual Basis

	<u>Jan - Dec 12</u>
Utilities	
Electricity	26,289.19
Internet	90.77
Water	1,701.32
<b>Total Utilities</b>	<u>28,081.28</u>
<b>Total Expense</b>	<u>989,489.84</u>
<b>Net Ordinary Income</b>	-85,494.28
<b>Other Income/Expense</b>	
<b>Other Expense</b>	
Contributions	300.00
Licenses & Permits	234.00
Other non-operating Expenses	13,822.89
Printing & Reproduction	33.53
<b>Total Other Expense</b>	<u>14,390.42</u>
<b>Net Other Income</b>	<u>-14,390.42</u>
<b>Net Income</b>	<u><u>-99,884.70</u></u>

JONATHAN J. DIAZ REGUERO  
Accountant & Consultant  
Federal & State Taxation

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Ave. Miguel A. Garcia Mendez (Carr. 110)  
Urb. Nuevo San Antonio #1 (Semaforo)  
Aguadilla, PR 00603

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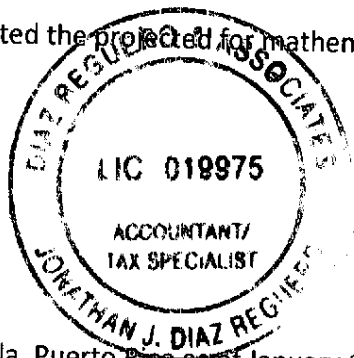
Tel. (939) 639-3493 / 3519  
E-mail: diazregueroacc@aol.com  
www.diazreguero.com

## PROJECTED FINANCIAL STATEMENT

THE BOARD OF DIRECTORS OF  
El Farmer, Inc.  
Carr. #2 Km 110.1  
Isabela, PR 00662

The accompanying Statement of Projected Financial Statement of El Farmer, Inc. for the period ended on December 31, 2013, include a Projected Income Statement.  
The statement was prepared conformity with Generally Accepted Accounting Principles using documents and registers which were provided by the corporation. At your request, we performed the agreed-upon procedures enumerated below with respect to the Projected Statements of Income of the Corporation El Farmer, Inc., located at Isabela, Puerto Rico for the years to be ending on December 31, 2013.

1. We read the prospective financial data for compliance in regard to format with the presentation guidelines established by the accounting profession for projected.
2. We tested the projected for mathematical accuracy.



Prepared By:

  
Jonathan J. Díaz Reguero, BBA, MBA  
Lic. # 19975

In Aguadilla, Puerto Rico as of January 12, 2013.

**El Farmer, Inc.**  
**Projected Income Statement**

Ordinary Income/Expense	<u>Jan - Dec 13</u>
<b>Income</b>	
Product - Milk Sales	2,028,000.00
<b>Total Income</b>	<u>2,028,000.00</u>
<b>Cost of Goods Sold</b>	
Feed & Grain	768,000.00
Hay	165,827.14
Insemination	22,000.00
Nails Correction	9,600.00
Vet Medicine	50,412.00
<b>Total COGS</b>	<u>1,015,839.14</u>
<b>Gross Profit</b>	1,012,160.86
<b>Expense</b>	
Chemicals Purchased	5,847.33
Cleaning Expense	2,880.00
Gasoline, Fuel and Oil	11,808.00
<b>Insurance Expense</b>	
Insurance Policy	3,447.53
<b>Total Insurance Expense</b>	<u>3,447.53</u>
<b>Interest Expense</b>	
Loan Paymer	488,660.00
<b>Total Interest Expense</b>	488,660.00
Veterinarian	9,600.00
Payroll Expenses	234,000.00
Dip (Wages)	96,000.00
<b>Professional Fees</b>	
Accounting	14,400.00
Legal Fees	15,000.00
<b>Total Professional Fees</b>	<u>29,400.00</u>
<b>Rent Expense</b>	
Farm	14,400.00
<b>Total Rent Expense</b>	<u>14,400.00</u>
<b>Repairs and Maintenance</b>	
Equipment	11,604.00
<b>Total Repairs and Maintenance</b>	<u>11,604.00</u>
<b>Utilities</b>	

	Electricity	48,000.00
	Water	4,800.00
	<b>Total Utilities</b>	<u>52,800.00</u>
	<b>Total Expense</b>	<u>960,446.86</u>
<b>Net Ordinary Income</b>		51,714.00
<b>Other Income/Expense</b>		
<b>Other Expense</b>		
<b>Contributions</b>	51,480.00	
<b>Licenses &amp; Permits</b>	234.00	
<b>Total Other Expense</b>	<u>51,714.00</u>	
<b>Net Other Income</b>	<u>-51,714.00</u>	
<b>Net Income</b>	<u><u>0.00</u></u>	

## El Farmer Inc

### Produccion

Desde Quincena 1 a 25		Base de cuota Total	produccion en cuartillos	Porciento de la cuota producida	Precio de venta Dolares	Precio por Ctillo/ centavos
Fechas 1/4/2012 a 1/16/2013	Fecha					
	4-Jan	225146	96138	0.427003	81717.3	0.85
	18-Jan	225146	94633	0.420318	80438.05	0.85
	1-Feb	216146	111883	0.517627	95100.55	0.85
	15-Feb	216146	113076	0.523146	96114.6	0.85
	29-Feb	216146	115015	0.532117	97762.75	0.85
	14-Mar	216146	112943	0.522531	96001.55	0.85
	28-Mar	216146	118236	0.547019	100500.6	0.85
	11-Apr	216146	113765	0.526334	96700.25	0.85
	25-Apr	213146	109213	0.512386	92831.05	0.85
	9-May	213146	110433	0.51811	93868.05	0.85
	23-May	213146	110215	0.517087	93682.75	0.85
	6-Jun	213146	109598	0.514192	93158.3	0.85
	20-Jun	213146	104770	0.491541	89054.5	0.85
	4-Jul	213146	99992	0.469124	84993.2	0.85
	18-Jul	213146	99032	0.46462	84177.2	0.85
	1-Aug	213146	95459	0.447857	81140.15	0.85
	15-Aug	213146	93274	0.437606	79282.9	0.85
	29-Aug	213146	89130	0.418164	75760.5	0.85
	12-Sep	213146	93757	0.439872	79693.45	0.85
	26-Sep	213146	92985	0.43625	79037.25	0.85

10-Oct	213146	91308	0.428382	77611.8	0.85
24-Oct	213146	94055	0.44127	77164.6	0.82042
7-Nov	213146	97181	0.455936	82603.85	0.85
21-Nov	213146	99818	0.468308	81637.15	0.81786
5-Dec	213146	93908	0.440581	79352.26	0.845
12/6/12 @ 12/19/12	213146	98614	0.462659	83328.83	0.845
12/20/12 @ 1/2/13	213146	108097	0.50715	90947.35	0.841349
1/3/13 @ 1/16/13	213146	114296	0.536233	96580.12	0.845
1/17/13 @ 1/30/13	213146	117,859	0.55295	99590.86	0.845

**Desglose de gastos cuenta Payroll\***

Nombre del empleado	Salario por semana trabajada				
	Dic 7 al 13	Dic 14 al 20	Dic 21 al 27	Dic 28 al 3 Ene 4 al 10	Ene 11 al 17
	Net	Net	Net	Net	Net
1. Carlos Mendez	\$ 260.00	\$ 240.00	\$ 200.00	\$ 240.00	\$ 200.00
2. Samuel Serrano	200	200	200	200	200
3. Carlos Caban	260	260	260	260	260
4. Leonardo Mantilla	200	200	200	240	240
5. Natniel Mantilla	200	240	240	240	200
6. Pablo Barreto	0	180	80	0	0
7. Rafael Padin	180	200	200	200	240
8. Angel M. Delgado	300	300	300	300	300
9. Adianiz Ponce	600	600	600	600	600
10. Miguel Ramos Franqui	400	300	400	400	300
11. Melvin Ramos	300	200	300	300	200
12. Nitza Cruz	0	200	200	200	200
13. Domingo Balaguer	0	300	300	300	0
14. Jose M. Mislá	0	300	300	300	0
15. Manuel Serrano	120	120	120	120	120
16. Wilfredo Mendez	100	100	100	100	140
17. Carlos Cubero	0	0	0	0	240
18. Luis F. Tavaréz	0	0	0	0	580
19. Miguel Ramos Cruz (Administrador)	3000	1500	1500	1500	1800
<b>Total Paid- Payroll</b>	<b>\$ 6,120.00</b>	<b>\$ 5,440.00</b>	<b>\$ 5,500.00</b>	<b>\$ 4,000.00</b>	<b>\$ 5,820.00</b>
					<b>\$ 32,380.00</b>

SS, Unemployment, SIFC (20%)

**12-09687-BKT11 EL FARMER INC**  
**Case type: bk Chapter: 11 Asset: Yes Vol: v Bankruptcy Judge: BRIAN K. TESTER**  
**Date filed: 12/07/2012 Date of last filing: 02/04/2013**

## Creditors

<b>AGRICOLA S &amp; B</b> HC 6 BOX 61623 CAMUY PR 00627	(3592939) (cr)
<b>AGROVET INC</b> PO BOX 11007 SAN JUAN PR 00919-2107	(3592940) (cr)
<b>ASOC. MEJORAMIENTO HATOS LECHEROS DE PR, INC.</b>  P.O. BOX 600 CAMUY, PR 00627-0600	(3633375) (cr)
<b>ASOCIACION DE PRODUCTORES DE LECHE</b> CAMUY QUEBRADILLAS HC 05 BOX 27500 CAMUY PR 00627	(3592941) (cr)
<b>ASOCIACION PECUARIA MANATI</b> BOX 75 MANATI PR 00674	(3592942) (cr)
<b>ASOCIACION PRODUCTOS DE LECHE ISABELA</b> PO BOX 2420 ISABELA PR 00662-2420	(3592943) (cr)
<b>BANCO DESARROLLO ECONOMICO</b> PO BOX 2134 SAN JUAN PR 00922-2134	(3592944) (cr)
<b>BANCO POPULAR DE PR</b> P O BOX 362708 SAN JUAN PR 00936-2708	(3592945) (cr)
<b>BANCO POPULAR DE PUERTO RICO</b> BANKRUPTCY DEPARTMENT PO BOX 366818 SAN JUAN PR 00936-6818	(3633197) (cr)
<b>BORIKEN TRACTOR</b> PO BOX 983 HORMIGUEROS PR 00660	(3592946) (cr)
<b>COLOSO FARM</b> 2663 HOSTOS AVE	(3592947) (cr)



MAYAGUEZ PR 00682

**DEPARTAMENTO DE HACIENDA**

PO BOX 9024140 (3592948)  
SAN JUAN PR 00902-4140 (cr)

**DEPARTAMENTO DEL TRABAJO Y REC HUM**

COLLECTION UNIT 12 FLOOR (3592949)  
505 AVE MUNOZ RIVERA (cr)  
HATO REY PR 00918

**DR BENJAMIN RIVERA**

BOX 250294 (3592950)  
AGUADILLA PR 00906 (cr)

**ECOLAB**

ROAD 28 LUCHETTI INDUSTRIAL PARK (3592951)  
BAYAMON PR 00960 (cr)

**EL FARMER INC**

PMB 353 (3592937)  
1312 AVE. FELIX ALDARONDO (cr)  
ISABEL PR 00662

**FEDERACION DE ASOCIACIONES PECUARIAS**

DE PR INC (3592952)  
APARTADO 2635 (cr)  
MAYAGUEZ PR 00681

**FONDO DEL SEGURO DEL ESTADO**

PO BOX 365028 (3592953)  
SAN JUAN PR 00936-5028 (cr)

**FORTO CORPORATION**

PO BOX 910 (3592954)  
GUAYNABO PR 00970-0910 (cr)

**G & N REFRIGERATION**

HC 02 BOX 8367 (3592955)  
HORMIGUEROS PR 00660-8367 (cr)

**INTERNAL REVENUE SERVICE**

PO BOX 7346 (3592956)  
PHILADELPHIA PA 19101-7346 (cr)

**JOSE GERON MUIZ LASALLE**

2663 AVE HOSTOS (3592957)  
MAYAGUEZ PR 00682 (cr)

**MADERO DAIRY SYSTEM**

PO BOX 250 (3592958)  
BOQUERON PR 00622 (cr)

**MIGUEL A RAMOS CRUZ**

PMB 353  
 1312 AVE FELIX ALDARONDO (3592959)  
 ISABELA PR 00662 (cr)

**MODESTO BIGAS MENDEZ**  
 P O BOX 7462 (3592938)  
 PONCE PR 00732 (cr)

**NW CONSULTANS GROUP INC**  
 AVE HOSTOS 2663 (3592960)  
 MAYAGUEZ PR 00682 (cr)

**OSCAR DAIRY EQUIPMENT**  
 BOX 936 (3592961)  
 HATILLO PR 00659 (cr)

**PAN AMERICAN GRAIN MFG CO INC**  
 9 CALLE CLAUDIA ESQ BEATRIZ (3592962)  
 PARQUE INDUSTRIAL AMELIA (cr)  
 GUAYNABO PR 00968-8005

**PANAMERICAN FERTILIZER**  
 PO BOX 787 (3592963)  
 GUANICA PR 00653 (cr)

**POPULAR AUTO (POPULAR LEASING)**  
 BANKRUPTCY DEPARTMENT (3640596)  
 PO BOX 366818 (cr)  
 SAN JUAN PUERTO RICO 00936-6818

**Q WASTE DISPOSAL**  
 6429 CARR #2 PMB 59 (3592964)  
 QUEBRADILLAS PR 00678 (cr)

PACER Service Center			
Transaction Receipt			
02/05/2013 16:25:59			
<b>PACER Login:</b>	bb0621	<b>Client Code:</b>	
<b>Description:</b>	Creditor List	<b>Search Criteria:</b>	12-09687-BKT11 Creditor Type: All
<b>Billable Pages:</b>	2	<b>Cost:</b>	0.20