UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
GROWER'S ORGANIC, LLC	)	Case No. 15-19683-EEB
	)	
	)	Chapter 11
EIN: 02-0745679	)	
	)	
Debtor.	)	

SECOND AMENDED DISCLOSURE STATEMENT TO ACCOMPANY AMENDED CHAPTER 11 PLAN OF REORGANIZATION DATED JULY 1, 2016

This Disclosure Statement has been prepared by Grower's Organic ("Debtor") to accompany its Amended Chapter 11 Plan of Reorganization filed by the Debtor (the "Plan"), attached hereto as Exhibit A. The Plan may be amended prior to confirmation. This Disclosure Statement is being provided to all creditors and interest holders of the Debtor. This Disclosure Statement is subject to final approval pursuant to 11 U.S.C. § 1125 by the United States Bankruptcy Court for the District of Colorado as containing adequate information to enable creditors and interest holders to determine whether to accept the Debtor's Plan. The Court's approval of this Disclosure Statement does not constitute a decision on the merits of the Plan. Issues related to the merits of the Plan and its confirmation will be the subject of a confirmation hearing, which is scheduled for **SEPTEMBER 20, 2016 AT 1:30 P.M. at the United States Custom House, Courtroom F, 721 19th Street, Denver, Colorado 80202.**

THIS DISCLOSURE STATEMENT HAS BEEN NEITHER APPROVED NOR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION. THE COMMISSION HAS SIMILARLY NOT REVIEWED THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT.

The Plan of Reorganization is the governing document or contract with creditors once it is confirmed by the Court. In the event of any inconsistencies between the Plan and this Disclosure Statement, the Plan supersedes the Disclosure Statement and will be the sole court-approved document that governs the post-confirmation relationship and agreements between the parties.

This Disclosure Statement is provided to you along with a copy of the Debtor's Plan and a Ballot to be used for voting on the Plan. Please complete the Ballot according to the instructions contained on the Ballot if you intend to vote for or against the Debtor's Plan. Each creditor or interest holder entitled to vote on the Plan may vote on the Plan by completing the enclosed Ballot and returning it to counsel for the Debtor at the address below:

Lee M. Kutner
Keri L. Riley
Kutner Brinen, P.C.
1660 Lincoln St.
Suite 1850
Denver, CO 80264

This Ballot must be received by Kutner Brinen, P.C. no later than **5:00 p.m. on SEPTEMBER 13, 2016** which is the date set by the Court as the last day to vote on the Plan. Terms contained in this Disclosure Statement, which are defined in the Plan, have the same meaning as set forth in the definitional section of the Plan, Article II.

Recommendation. As discussed more fully below, the Debtor firmly believes that the Plan represents the best alternative for providing the maximum value for creditors. The Plan provides creditors with a distribution on their Claims in an amount greater than any other potential known option available to the Debtor through a refinancing agreement with an entity known as CapConnect Funding Group, LLC ("CapConnect") or an alternative lender. A Letter of Intent from CapConnect is attached as Exhibit B.

Voting Requirements. Pursuant to the Bankruptcy Code, only Classes of Claims or Interests that are "impaired" under the Plan are entitled to vote to accept or reject the Plan. Classes of Claims and Interests that are not impaired are not entitled to vote and are deemed to have accepted the Plan. Voting on the Plan shall be pursuant to the provisions of the Bankruptcy Code and the Bankruptcy Rules, and a Class shall have accepted the Plan if the Plan is accepted by at least two-thirds in amount and more than one-half in number of the Allowed Claims of such Class actually voting.

Voting Classes. Each holder of an Allowed Claim in Classes 2 through 5 shall be entitled to vote to accept or reject the Plan.

Deemed Acceptance of Plan. Unimpaired classes are conclusively presumed to accept the Plan pursuant to Section 1126(f) of the Bankruptcy Code.

Deemed Rejection of Plan. Classes that receive and retain nothing under the Plan are deemed to reject the Plan pursuant to Section 1126(g) of the Bankruptcy Code.

One Vote Per Holder. If a holder of a Claim holds more than one Claim in any one Class, all Claims of such holder in such Class shall be aggregated and deemed to be one Claim for purposes of determining the number of Claims voting for or against the Plan.

I. CHAPTER 11 AND PLAN CONFIRMATION

Chapter 11 of the United States Bankruptcy Code is designed to allow for the rehabilitation and reorganization of financially troubled entities or individuals. Chapter 11 allows the debtor to retain its assets during the administration of the Chapter 11 case as debtor-in-possession. Following confirmation of the Plan, Chapter 11 allows the debtor to retain its assets as a reorganized debtor or as otherwise provided in the Plan. If the Plan is approved by the Court, the Plan is the permanent restructuring of the debtor's financial obligations. The Plan also provides a means through which the debtor will restructure or repay its obligations.

The Plan divides creditors into classes of similarly situated creditors. All creditors of the same Class are treated in a similar fashion. All interests are also classified and treated alike. Each Class of creditors or interest holders is either impaired or unimpaired under the Plan. A Class is unimpaired if the Plan leaves unaltered the legal, equitable and contractual rights to which each creditor in the Class is entitled or if the Plan provides for the cure of a default and reinstatement of the maturity date of the claim as it existed prior to default.

The Plan provides that Claims and Interests of all Classes shall be allowed only if such Claims are either: (a) evidenced by a timely filed Proof of Claim or Interest; or b) appear in the Schedules filed by the Debtor and are not scheduled as disputed, contingent or unliquidated, unless subsequently allowed by the Court. Creditors may check as to whether or not their Claims are scheduled as disputed, contingent or unliquidated by reviewing the Schedules and the amendments thereto filed by the Debtor in the Bankruptcy Court for the District of Colorado. Alternatively, creditors may contact counsel for the Debtor directly in order to determine how their claim was scheduled.

Chapter 11 does not require that each holder of a Claim or Interest vote in favor of the Plan in order for the Court to confirm the Plan. The Plan, however, must be accepted by at least

one impaired Class of Claims by a majority in number and two-thirds in amount, without including insider acceptance of those Claims of such Class actually voting on the Plan. Assuming one impaired Class votes to accept the Plan, the Plan may be confirmed over its rejection by other Classes if the Court finds that the Plan does not discriminate unfairly and is fair and equitable with respect to each Class of Claims that is impaired under and has not accepted the Plan.

If all Classes of Claims and Interests vote to accept the Plan, the Court may confirm the Plan. Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation. Among other things, Section 1129 requires that the Plan be in the best interest of the holders of Claims and Interests and be feasible through a showing that confirmation will not be followed by the need for further financial reorganization of the Debtor.

II. OVERVIEW OF THE PLAN AND MEANS OF EXECUTION

The Plan divides creditors and interest holders into the following six (6) Classes. Treatment of each of the Classes is discussed in greater detail below and in the Plan. The following table summarizes the Classes, whether or not each such Class is impaired, and, to the extent determinable, the treatment of each Class.

CLASS	IMPAIRMENT	TREATMENT
Class 1 – Allowed Unsecured Claims Pursuant to 11 U.S.C. § 507(a)(4) and 507(a)(5)	Unimpaired	Paid in full on the Effective Date of the Plan
Class 2 – Allowed Claims held by PACA Creditors	Unimpaired	Paid in full on the Effective Date of the Plan.
Class 3 – Allowed Secured Claim held by J.P. Morgan Chase bank, N.A.	Impaired	The Class 3's lien will continue in the Debtor's equipment. The Class 3 Claim will be amortized over ten (10) years at 4% interest, with a balloon payment after five (5) years.
Class 4 – Allowed Secured Claim of Colorado Lending Source	Impaired	Class 4's lien will continue in the cooler held by Green Earth Services, LLC; the Class 4 Claim will be allowed in the amount of $5,000 or such other amount as agreed by the parties or determined by the Court. The Claim will bear interest at 7% per annum, and will be paid in equal monthly installments over two years beginning on the Effective Date of

		the Plan.
Class 5 – Allowed Claims held by unsecured creditors	Impaired	The Class 5 Claims receive 20% of their Allowed Claims in semi-annual distributions over 5 years, beginning 6 months after the Effective Date and continuing every 6 months thereafter. If Class 5 votes to reject the Plan, Class 5 shall have the Option to exchange their claim for new membership interests in the reorganized Debtor.
Class 6 – Interests in the Debtor	Unimpaired	All Class 6 Interests will be retain their interest in the Debtor on the Effective Date. If Class 5 votes to reject the Plan, all Class 6 Interests will be canceled on the Effective Date of the Plan.

III. BACKGROUND AND EVENTS LEADING TO CHAPTER 11 FILING

The Debtor was formed in 2005 by managing member Brian Freeman, and is a limited liability company that owns and operates a wholesale organic food distributor in Denver, Colorado. The majority of the Debtor's revenues are from the sale of organic produce and food products to retailers and restaurants. After its genesis in 2005, the Debtor operated successfully for a number of years, growing in size and volume, eventually growing its business to approximately $14 million in yearly gross sales.

In an effort to continue expanding its business and to reduce transportation costs, in 2012, the Debtor formed GO Transportation ("GOT") as a separate limited liability corporation to provide interstate transportation services for needs of the Debtor. GOT used hauling services to transport produce, meat, and beverages sold by the Debtor to retailers and restaurants. GOT was ultimately unable to sustain its operations, and the Debtor was forced to financially support GOT until it ceased operations in August 2015.

In addition to the financial strain from GOT's ongoing losses, the Debtor also had numerous personnel issues on a pre-petition basis. In addition to employees taking advantage of compensation and incentive programs, the Debtor also had a number of issues with accountants improperly keeping its books, resulting in the Debtor and GOT showing profits, but in fact experiencing significant losses. As a result of the Debtor's ongoing personnel issues, and the

Debtor's continuous support of GOT, the Debtor was forced to file its voluntary petition pursuant to Chapter 11 of the Bankruptcy Code on August 28, 2015.

IV. SIGNIFICANT EVENTS DURING THE CHAPTER 11 CASE

The Debtor has complied with all requirements of the Bankruptcy Code and of the Office of the U.S. Trustee, including attending the Initial Debtor Interview and its Meeting of Creditors, and the filing of monthly operating reports. The Debtor also worked extensively on improving its operations and increasing its revenues. As a result of the Debtor's efforts, the Debtor has improved its business from posting net operating losses of approximately $11,004 in September 2015, the month after filing the case, to net operating gains of approximately $17,265 in the month of May 2016.

A. Identification and Payment of Pre-Petition Claims Arising Under the PACA

During the Chapter 11 case, the Debtor established procedures to identify and pay pre-petition claims arising under the Perishable Agricultural Commodities Act [7 U.S.C. § 499a *et seq.*] ("PACA"). Pursuant to the PACA, a statutory non-segregated floating trust is created over all perishable agricultural commodities received by a dealer, and extends to the cash proceeds from the sale of such commodities ("PACA Trust"). While the PACA provides the sellers of agricultural commodities automatic trust rights, such rights expire after thirty (30) days unless the seller properly preserves its rights to the benefits of the trust. The Debtor filed its Motion for Entry of Order Establishing Procedures for the Identification and Payment of Claims Arising Under the Perishable Agricultural Commodities Act ("PACA Motion") on November 3, 2015 in order to identify those creditors who properly preserved their trust rights under the PACA, and to determine the nature and amount of the claims. The PACA Motion further sought authorization for the Debtor to pay the valid pre-petition PACA claims against the Debtor and for the Debtor to exercise its setoff rights against any pre-petition PACA creditors against whom the Debtor also had a valid PACA claim.

On December 8, 2015, United Natural Foods d/b/a Albert's Organics ("Albert's Organics") filed an Objection to Motion to Establish Procedures for Administering PACA Trust Claims. In order to resolve the Objection, the Debtor entered into a Stipulation Regarding Treatment of Claim Held by Albert's Organics Arising Under the Perishable Agricultural Commodities Act ("Stipulation") on December 30, 2015. Pursuant to the Stipulation, Albert's Organics maintains the right to amend its claim to include accrued attorney's fees and interest as

permitted by applicable law at any time(s) prior to Albert's Organics PACA claim being paid in full. The Stipulation further allows the Debtor to object to the amount and reasonableness of any such amendment to Albert's Organic's claim prior to payment. The Stipulation was approved by the Court on December 30, 2015.

Following the Court's approval of the Stipulation, the Court entered an Order Granting Debtor's Motion for Entry of Order Establishing Procedure for the Identification and Payment of Claims Arising Under the Perishable Agricultural Commodities Act ("PACA Order") on January 8, 2016. Pursuant to the PACA Order, the Debtor filed its Report of Creditors Holding Valid Pre-Petition Claims Arising Under the Perishable Agricultural Commodities Act ("Preliminary Report") on January 14, 2016, which included a list of proposed setoff rights to be exercised by the Debtor. Following the Preliminary Report, creditors had 20 days to object to the characterization and amount of their claims or to any setoff rights exercised by the Debtor. After Debtor finalized communications with all identified PACA Creditors, the Debtor filed a Final Report of Creditors Holding Valid Pre-Petition Claims Arising Under the Perishable Agricultural Commodities Act on March 8, 2016 ("Final Report"), which is attached hereto as Exhibit C. **Any creditor not included on the Final Report has lost their right to assert a PACA claim.**

B. Complaint Against Melonhead, LLC.

Debtor filed a Complaint against Melonhead, LLC d/b/a Mile High Organics ("Melonhead") and Michael Joseph on June 3, 2016 for violation of the PACA. The Complaint alleges that a default judgment ("Judgment") entered against Melonhead by the Secretary of Agriculture to remit payment of perishable agricultural commodities in the amount of $56,354.53, and asserts claims against Melonhead and Michael Joseph for violation of PACA, unlawful disposition of PACA trust assets by a corporate official, civil theft pursuant to C.R.S. § 18-4-401, and unjust enrichment. The proceeding is still pending, and no Answers have yet been filed.

C. Motions of United States Trustee to Convert This Chapter 11 Case

On October 1, 2015, the United States Trustee ("UST") filed a Motion to Convert This Chapter 11 Case Pursuant to 11 U.S.C. § 1112(b) as a result of a lapse in insurance coverage with respect to certain trucks owned by the Debtor. The Debtor was able to obtain coverage on the trucks and provide proof of the same to the UST, following which the UST orally withdrew his Motion to Convert at the Chapter 11 Status and Scheduling Conference on October 5, 2015.

On June 8, 2016, the Trustee filed a second Motion to Convert This Chapter 11 Case Pursuant to 11 U.S.C. § 1112(b) as a result of the appearance of negative cash flows on the Debtor's monthly operating reports, and the lack of a proposed Chapter 11 Plan. The Debtor filed its Response in Objection to United States Trustee's Motion to Convert This Chapter 11 Case Pursuant to 11 U.S.C. § 1112(b). This matter is still pending before the Court. The Debtor filed a Stipulated Motion to Hold Pending Matter in Abeyance on July 20, 2016, seeking to hold further litigation on the second Motion to Convert in abeyance through and including September 18, 2016.

V. DESCRIPTION OF ASSETS

The scheduled value of the Debtor's assets, as of the Petition Date (unless otherwise indicated), is set forth in the following chart.

Asset	Estimated Value
Cash on Hand and in Debtor-in-Possession Account (Current Value)	$56,188
Deposit held by Landlord	$25,000.00
Common Shares in Green Chef (212,000 shares)	$100,000.00
Pre-Petition Accounts Receivable (Uncollectible)	$275,000.00
Claim against Melonhead, LLC d/b/a Mile High Organics for default on lease of cooler	$164,214.32
Amount owed to Grower's Organic by GO Transportation (uncollectible)	$716,000.00
Copyright for Grower's Organic, LLC	$1,000.00
CoFresh2Go Website	$1,000.00
Software (Peachtree Quantum, FF2Go Delivery Software, Database Software, Fresh Software)	$92,482.50
Licensure (PACA License, Egg License, Colorado Business License, and Wholesaler's License)	$0.00
Vehicles (2006 Prius, Hino truck, 2009 Dodge Sprinter #1, 2009 Dodge Sprinter #2, 2001 Kenworth, 2007 Ford)	$64,000.00
Office Equipment and Computers	$72,983.74
Machinery and Equipment	$204,506.81
Industrial Cooler leased to Green Chef	$35,000.00
Organic produce, juices, meats, etc.	$41,889.35
Total	**$1,805,433.80**

The Debtor's primary assets consist of personal property used to operate its organic produce business, including vehicles, office equipment and computers, software, machinery, and several industrial cooler. The Debtor's inventory consists of organic produce, juices, and meats, which are items that fluctuate daily. The Debtor does not own any real property.

The Debtor's value of the assets reflects the replacement value of the Debtor's assets, and does not reflect the liquidation value which will be much less. In a Chapter 7 liquidation, the Debtor anticipates that its inventory would either be reclaimed by the post-petition suppliers, or would spoil before it could be sold, significantly decreasing its value. The Debtor's machinery, equipment, fixtures, and office furnishings are approximately 10 years old and would likely sell for approximately 30% of the replacement value reflected in the Debtor's schedules. The Debtor's vehicles are also approximately 10 years old and are all high mileage vehicles that would similarly sell for approximately 30% of the value listed above. The Debtor's remaining fixed assets, including its website, copyright, and software, and all highly customized to the Debtor, and cannot be effectively sold or transferred to another party.

The value of the Debtor's pre-petition accounts receivable was subsequently determined to be inaccurate and uncollectible. The Debtor's claim against GO Transportation is similarly uncollectible, as GO Transportation filed a voluntary petition for relief pursuant to Chapter 7 of the Bankruptcy Code on September 18, 2015.

The Debtor is pursuing its claim against Melonhead and Michael Joseph for violations of the PACA in Adversary Proceeding No. 16-01215-EEB. Any judgment entered against Melonhead would likely be uncollectible, however, the Debtor anticipates that the litigation will result in a judgment against Michael Joseph in the amount of at least $56,354.53. If the Debtor is able to collect on the amount, such amount will be distributed pro rata to the PACA Trust Creditors pursuant to the Fifth Interim Cash Collateral Order.

The Debtor also attempted to sell its shares of Green Chef, Inc. ("Green Chef") pursuant to the Fifth Interim Cash Collateral Order, however the Debtor has been unable to do so. The Debtor owns the beneficial interest of 212,000 shares of Green Chef through Melonhead Holdings, LLC ("Holding Company"). The interests are reflected as a 1 to 1 shares to membership interest in Holding Company. The Debtor's membership interest amounts to a 0.71% interests in Holding Company, and is subject to cancellation in the event that the Debtor transfers such interest without prior written authorization. Holding Company has refused to give such authorization, effectively eliminating the value of the Debtor's interest.

The Debtor also has a claim against Green Chef and Green Earth Services, Inc. ("Green Earth") for turnover of property of the estate and violation of the automatic stay as a result of the actions taken by Green Chef and Green Earth to illegally remove an industrial cooler owned by the Debtor and leased to Green Chef. Green Chef contracted with Green Earth for the removal of the cooler, the process of which caused significant damage to the cooler. Green Earth has further asserted a mechanic's lien against the cooler and refuses to return the cooler to the Debtor. The Debtor intends to pursue its claims against Green Chef and Green Earth. Colorado Lending Source has a purchase money security interest in the cooler and asserts an interest in the claims held by the Debtor related to the cooler, including but not limited to, claims for violation of the automatic stay and the damage and destruction of the cooler. The Debtor and Colorado Lending Source are in the process of finalizing a stipulation related to such claims. Pursuant to the Stipulation, Colorado Lending Source will receive a secured interest in any actual damages awarded for such claims, up to the full amount of their claim ($143,712). The Debtor shall retain any actual damages awarded above the amount of Colorado Lending Source's claim, and shall retain any amounts awarded for attorneys' fees and exemplary damages. To the extent any amounts are awarded as exemplary damages, these amounts shall be disbursed on a pro rata basis to the Class 5 Creditors.

The Debtor does have potential avoidance actions against Scott and Joe Freeman for potential preferential transfers in the amount of $66,451.63. Recovery on the claims would require significant legal expenditures, and would irreparably damage Freeman's relationship with his family. The Debtor does not intend to pursue such claims at this time.

VI. DESCRIPTION OF LIABILITIES

A. Priority Claims

1. Priority Claims

Priority Claims are defined in the Plan as any pre-petition Claim entitled to a priority in payment under § 507(a) of the Code, excluding any Administrative Claim or Tax Claim. Section 507(a) of the Code includes but is not limited to claims for: domestic support obligations owed on the date of filing; wages, salaries, or commissions, including vacation, sick leave, or severance pay owing to employees; and sales commissions earned by an individual within 180 days prior to filing the petition. 11 U.S.C. § 507(a)(1)-(4) (2016). The Debtor has paid all pre-petition wage claims pursuant to the Order Authorizing (A) Payment of Prepetition Employee Wages, and Salaries; and (B) Payment of All Costs and Expenses Incident to the Foregoing Payments entered on September 4, 2015 (Docket No. 21).

2. Administrative Claims

Administrative Claims are those Claims for payments of administrative expenses of the kind specified in § 503(b) or § 1114(e)(2) of the Bankruptcy Code and are entitled to priority pursuant to § 507(a)(2) of the Bankruptcy Code, including but not limited to: the actual, necessary costs and expenses of preserving the estate; payment of professional fees; fees payable to the trustee; and all Allowed Claims that are entitled to be treated as Administrative Claims pursuant to a final order of the Bankruptcy Court. The Administrative Claims include the Professional Fees incurred during the case which remain unpaid, including fees and costs for: Kutner Brinen, P.C. ("KB"), and CliftonLarsonAllen, LLP for the Debtor.

3. Tax Claims

Tax Claims are any Claim of a governmental unit for taxes entitled to priority pursuant to 11 U.S.C. § 507(a)(8). The Debtor has a tax claim in the amount of $7,763 owed to the Adams County Treasurer, and a tax claim in the amount of $1,113.00 owed to the Colorado Department of Revenue.

B. PACA Claims

1. Class 2, Allowed Claims held by PACA Creditors. Class 2 Claims include the pre-petition claims of creditors arising under the PACA, as identified on the Final Report. The Final Report identifies valid PACA Claims in the amount of approximately $916,961.97. Since filing the Final Report, the Debtor has distributed approximately $14,350.78 to PACA creditors

on a pro rata basis, reducing the total amount of valid PACA claims. Additionally, several of the Debtor's suppliers who hold valid pre-petition PACA claims increased prices on goods sold to the Debtor post-petition as a condition of continuing to sell to the Debtor. The Debtor believes that the increased margin was used to pay the pre-petition claims in full.

The Debtor was also permitted to setoff amounts owed to it by PACA claimants against the claimant's pre-petition PACA claims pursuant to the PACA Order. The Debtor exercised its setoff rights against Coosemans Denver, Inc. ("Coosemans") which eliminated Coosemans' claim against the Debtor and resulted in a credit in favor of the Debtor in the amount of $2,233.50. The Debtor also exercised its setoff rights against American Produce in the amount of $14,707.74, which ultimately reduced American Produce's claim to $469.91.

The Debtor believes that current amount owed for pre-petition PACA claims is $892,330.63.

C. Secured Claims

1. Class 3, Secured Claim of J.P. Morgan Chase Bank, N.A. ("Chase"). Chase has a secured interest in substantially all of the Debtor's assets, including its equipment, inventory, and accounts. Chase's interest in the Debtor's perishable agricultural commodities inventory, and any accounts receivable or cash proceeds from the sale of such inventory is subordinated to the pre- and post-petition claims of PACA Creditors pursuant to 7 U.S.C. § 499e, which creates a floating, non-segregated, statutory trust for the benefit of PACA Creditors on such assets. The Debtor has scheduled Chase with a secured interest in the amount of $30,312, and believes that Chase is fully secured by the value of the Debtor's equipment.

2. Class 4, Secured Claim of Colorado Lending Source, Ltd. ("CLS"). CLS has purchase money security interest in an industrial cooler owned by the Debtor and leased to Green Chef, Inc. on a pre-petition basis. The Cooler is the basis for the claim against Green Chef and Green Earth, which is described more fully above. The Debtor scheduled Colorado Lending Source with a claim in the amount of $143,712, and believes that Colorado Lending Source is significantly undersecured by the value of the Cooler.

C. Non-Priority Unsecured Creditors

The Debtor has a number of unsecured pre-petition creditors which comprise Class 5. The Debtor has compiled a list of the claims scheduled in the bankruptcy case and the proofs of

claim filed by creditors. To the extent that a creditor who was scheduled by the Debtor filed a proof of claim, the amount of the claim as filed by the creditor is considered in the Class 5 analysis. The schedule of known creditors in Class 5 is attached hereto as Exhibit D. As set forth in Exhibit D, the unsecured claims against the Debtor's estate within Class 5 total approximately $1,066,875.78. Additionally, several of the Debtor's suppliers who hold valid pre-petition claims increased prices on goods sold to the Debtor post-petition as a condition of continuing to sell to the Debtor. The Debtor believes that the increased margin was used to pay the pre-petition claims in full.

D. Leases

The Debtor is subject to a pre-petition lease with General Industrial Investors II, LLC for the premises located at 6400 Broadway, Units 10 and 11, Denver, Colorado. On December 21, 2015, the Debtor filed a Motion to Assume Non-Residential Real Property Lease Agreement. The Court entered an Order Authorizing Debtor to Assume Non-Residential Real Property Lease Agreement on January 13, 2016.

The Debtor is also a party to a pre-petition lease of the Cooler with Green Chef, Inc. Green Chef has ceased payment under the lease and has allowed Green Earth Services, Inc. to take possession of the Cooler and assert a post-petition mechanic's lien against the Cooler.

VII. DESCRIPTION OF PLAN

A. General Description

The Plan provides for the reorganization of the Debtor under Chapter 11 of the Bankruptcy Code. Pursuant to the Plan, the Debtor shall restructure its debts and obligations and otherwise continue to operate in the ordinary course of business. Funding of the Plan will be derived from a post-petition loan from CapConnect and from the Debtor's revenue from continued operations.

The Plan provides for the specification and treatment of all creditors and interest holders of the Debtor. The Plan identifies whether each Class is impaired or unimpaired. A Class is unimpaired only if the Plan leaves unaltered the legal, equitable or contractual obligations between the Debtor and the unimpaired claimants or interest holders. The following is a brief summary of the Plan. The actual text of the Plan should be reviewed for more specific detail. In the event of any conflict between the Plan and this Disclosure Statement, the terms of the Plan

govern.

As provided in § 1123(a)(1) of the Code, the Administrative and Tax Claims against the Debtor are not designated as classes. The holders of such Allowed Claims are not entitled to vote on the Plan and such claims will be paid in full.

B. Claims

1. Unclassified Priority Claims

a. Administrative Claims

The holders of Allowed Claims of the type specified in Section 507(a)(2) of the Code, Administrative Claims, shall receive cash equal to the Allowed amount of such Claim or a lesser amount or different treatment as may be acceptable and agreed to by particular holders of such Claims. Such Claims shall be paid in full on the Effective Date of the Plan, or as otherwise agreed to by the particular holders of such Claims. Section 507(a)(2) Administrative Claims that are Allowed by the Court after the Effective Date of the Plan shall be paid upon Allowance.

The Debtor has paid its administrative expenses in the ordinary course during the bankruptcy case, and therefore does not believe that any material administrative claims exist, with the exception of the administrative claims of Kutner Brinen, P.C. ("KB"), the Debtor's bankruptcy counsel, CliftonLarsonAllen, LLP ("Accountant"), the Debtor's accountant, and Blue Stone Advisor, LLC ("Blue Stone"), the Debtor's financial advisor.

Through June 30, 2016, KB has incurred approximately $31,221.00 in fees, and $4,785.34 in costs. This amount has been billed against a pre-petition retainer in the amount of $9,908, and post-petition payments in the amount of $6,901. KB's fees and costs are anticipated to increase approximately $10,000 through Plan confirmation assuming a moderate amount of litigation over confirmation of the Debtor's Plan and in defending against the second Motion to Convert. The total amount owed to KB on the Effective Date is anticipated to be approximately $30,000.

The remaining professional fees that will be paid as an Administrative Claim are the fees of Accountant and Blue Stone. Accountant's fees are anticipated to be approximately $5,200 on the Confirmation Date. Blue Stone's fees are anticipated to be $10,000. Professional fees will be paid by the Debtor from the Refinance Proceeds prior to distribution to Class 2 Claimants.

b. Tax Claims

Tax Claims are any Claim of a governmental unit for taxes entitled to priority pursuant to

11 U.S.C. §507(a)(8). The Debtor has a tax claim in the amount of $7,763 owed to the Adams County Treasurer. The tax claim of Adams County will be paid from the Refinance Proceeds prior to distribution to Class 2 Claimants.

c. United States Trustee Fees

All payments due from the Debtor to the U.S. Trustee pursuant to 28 U.S.C. § 1930(a)(6) shall be paid on the Effective Date, and the U.S. Trustee shall thereafter be paid fees due on a quarterly basis until the case is closed, converted, or dismissed. The Debtor shall request entry of a final decree closing the case within three months of Plan confirmation assuming no ongoing litigation exists in the Bankruptcy Court over claims or avoidance actions.

2. Classified Priority Claims

a. Class 1, All Allowed Unsecured Claims specified in Section 507(a)(4) and 507(a)(5) of the Code as having priority.

The Allowed Class 1 Priority Claims shall be paid in full on the Effective Date. The Class 1 Claims for certain pre-petition wages and employee Claims are more particularly described in Sections 507(a)(4) and 507(a)(5) of the Code. The Debtor has paid all pre-petition wage claims pursuant to the Order Authorizing (A) Payment of Prepetition Employee Wages, and Salaries; and (B) Payment of All Costs and Expenses Incident to the Foregoing Payments entered on September 4, 2015 (Docket No. 21), and does not believe any further Class 1 Claims exist.

3. PACA Claims

b. Class 2, Allowed Claims of PACA Creditors. Class 2 is unimpaired under the Plan. Class 2 Claims will not accrue interest unless otherwise stipulated between the parties, and will be paid in full over three installments. The Class 2 Claimants shall be paid in full from the Refinance Proceeds on the Effective Date of the Plan. Prior to payment, the Debtor shall obtain final payoff information from Class 2 Claimants. To the extent the Debtor disagrees with the validity or amount of the final payoff amount requested, the Debtor and the PACA Creditor asserting such claim shall comply with the procedures set forth in the *Order Granting Debtor's Motion for Entry of Order Establishing Procedures for the Identification and Payment of Claims Arising Under the Perishable Agricultural Commodities Act* (Docket No. 103).

4. Secured Claims

a. Class 3, Secured Claim of J.P. Morgan Chase Bank, N.A. Class 3 is impaired under the Plan. Class 3 shall retain its lien on the Debtor's assets post-petition. The Class 3 Claim will be allowed in full and amortized over a ten-year period with 4% interest per annum and shall receive a balloon payment on account of its claim after five years. If Class 3 objection, the interest rate shall be in the amount agreed by the Debtor and the Class 3 Claimant, or at such rate determined by the Court as necessary to satisfy the requirements of 11 U.S.C. § 1129(b). The total payment on Class 3's Claim will be approximately $306.89, with a balloon payment in the amount of approximately $16,664.07 due five-years after the Effective Date of the Plan. Payments on account of the Class 3 Claim will begin the first full month after the Class 2 Claims are paid in full.

b. Class 4, Secured Claim of Colorado Lending Source. Class 4 is impaired under the Plan. Class 4 shall retain its lien on the industrial cooler currently held by Green Earth. The Class 4 Claim shall be allowed in the amount of $22,000, or such other amount as agreed by the parties or determined by the court, and shall bear interest at a rate of 7% per annum. The Class 4 Claim shall be paid in equal monthly installments over five years following the Effective Date of the Plan. The monthly payment on Class 4's Claim will be approximately $436. The remainder of the Class 4 Claim, approximately $121,712, shall be deemed unsecured pursuant to 11 U.S.C. § 506, and treated as a Class 5 unsecured claim. Payments on account of the Class 4 Claim will begin the first full month after the Class 2 Claims are paid in full.

3. Class 5, General Unsecured Claims

Class 5 consists of the Allowed Claims of the unsecured creditors. Class 5 Claimants will receive 20% of their Allowed Claims over a five-year period in semi-annual distributions beginning six (6) months after the Effective Date and continuing every six months thereafter. The Debtor will also obtain an agreement from statutory insiders holding Class 5 Claims that, notwithstanding their right to receive distributions under the Plan, they will waive payment on their Class 5 Claims under the Plan.

As set forth on Exhibit D, the total amount of the unsecured claims in Class 5 is $1,066,875.78. Class 5 Claims of statutory insiders are approximately $426,353.00. After the Debtor obtains an agreement from the statutory insiders, the Debtor will be paying 20% of $640,522.78 over a five-year period. The total amount distributed over five years will be

approximately $128,104.56. The semi-annual payments will be approximately $12,810.46.

If Class 5 votes to reject the Plan, all Class 6 Interests will be cancelled on the Effective Date and Class 5 claimants will have the option to exchange their claims for newly issues membership interests in the Debtor. New membership interests will be issued on a pro rata basis to Class 5 Claimants who make this option at the time of voting on the Plan.

C. Interests

1. Class 6, Interests Held by Pre-Petition Equity Holders. Class 6 is unimpaired if Class 5 votes to accept the Plan. On the Effective Date, Class 6 Interests will be retained by the Interest Holders. However, if Class 5 votes to reject the Plan, all outstanding Interests shall be cancelled on the Effective Date of the Plan.

D. Default Provisions Under the Plan

In the event of default by the Debtor under the Plan, creditors are required to provide the Debtor with written notice of the claimed default, and provide a ten (10) day period within which the Debtor can cure the claimed default. If the Debtor is unable to cure the default by such time, the creditor may enforce all rights and remedies against the Debtor for breach of contract. A secured creditor claiming a default under the Plan shall be entitled to enforce all rights and remedies related to their secured claim, including foreclosure of their secured interest pursuant to the terms of the document.

The Effective Date of the Debtor's Plan is conditioned on the entry of an Order Confirming the Plan, and on the Debtor closing on a new credit facility that provides the Debtor with the Refinance Proceeds by or before October 31, 2016 or such other date ordered by the Court. If the Debtor does not close on a new credit facility by such time, Plan shall be null and void, and not creditor shall be bound by the Plan. The Debtor shall also voluntarily move to have its case dismissed under the Bankruptcy Code.

E. Management of the Debtor

Brian Freeman has been acting as the manager of the Debtor on a pre-petition basis and during the bankruptcy case. Pursuant to Section 10.3 of the Plan, Mr. Freeman will be appointed as the Debtor's agent to carry out the provisions of the Plan. Following the Effective Date of the Plan, Mr. Freeman will be paid an annualized salary of $145,000, comprised of a base salary in the amount of $125,000, and an additional salary in the amount of $20,000 to pay IRS benefit tax obligations arising from Mr. Freeman's company provided health insurance.

VIII. PLAN FEASIBILITY

The Debtor believes that the Plan, as proposed, is feasible. The funding for the Plan will come from the refinance proceeds from the Debtor's loan with Cap Connect Funding Group, LLC, or an alternative lender. Pursuant to the Letter of Intent attached hereto as Exhibit B, CapConnect will provide a bridge loan in the amount of $1,350,000 for a twelve (12) month term. Non-compound interest on the loan shall accrue at a rate of 25% per annum, which shall increase to 26.5% in the event that the Debtor's actual income shows a shortfall of 10% or more in any consecutive two-month period. CapConnect will receive a first-position lien on the Debtor's assets, and an option to purchase up to 2.5% of the Debtor's equity at a price of $0.01/share. During the term of the bridge loan, the Debtor is required to make monthly interest-only payments in the amount of approximately $28,500. The Debtor is further required to raise approximately $500,000 on or before January 31, 2017, which will be applied to the principal balance of the loan. As CapConnect is providing a bridge loan, the Debtor anticipates paying the remaining principal balance through refinancing or an equity purchase or before the expiration of the term loan.

As evidenced by the projections attached hereto as Exhibit E, the Debtor will suffer initial losses due to the payments required to service the new loan. However, the Debtor anticipates a significant increase in revenue in fiscal years 2017-2021 due to the Debtor's increased margins on seasonal products, and the Debtor's ability to regain large volume customers that it had initially lost due to the bankruptcy filing. As a result, the Debtor projects a positive net revenue at the end of the five-year Plan. The Debtor further believes that refinancing the bridge loan is feasible, and has already begun to solicit long-term refinancing solutions, including an equity partner.

The Debtor's history since January 2016 supports the feasibility of the Plan.[1] The Debtor's revenue minus cost of goods sold and operating and related overhead costs resulting in

[1] The Debtor's Cash Receipts and Disbursements Statements from January 2016 through April 2016 showed a negative net cash flow. This was due in large part to the fact that the Debtor's accounts receivables were increasing in conjunction with the Debtor's increased revenues. The Profit and Loss Statements attached to each Monthly Operating Report present a more accurate portrayal of the Debtor's EBITDA income. Excerpts from the Debtor's June 2016 Monthly Operating Report, including the Debtor's MD&A for Period Ending June 30, 2016, and Profit & Loss Statement from June 2016, are attached as Exhibit F.

the earnings before interest tax depreciation and amortization ("EBITDA") accumulated income from January 2016 through May 2016 is $82,079. The Debtor anticipates that this trend of increasing revenues and operating cashflow will continue, as it has consistently increased revenues and profitability monthly during the past six months and anticipates that it will continue to do so. Organic produce is a large and growing industry, and the Debtor anticipates that demand will continue to increase, allowing the Debtor to improve and develop its operations throughout the life of the Plan.

Additionally, the Debtor is paying a substantial amount of fees to the United States Trustee on a quarterly basis. Despite the negative impact of the Trustee's fees limiting the company's working capital position since the filing of bankruptcy, the Debtor has managed to grow the businesses revenue and profitability. The Debtor intends to close its bankruptcy case as soon as possible after the Effective Date to eliminate fees to the United States Trustee. Emergence from bankruptcy will allow such amounts for future periods to be applied to replenishing inventory to grow sales and working capital, while servicing obligations of business financing and payments to creditors under this reorganization plan.

IX. TAX CONSEQUENCE

The Debtor is not providing tax advice to creditors or interest holders. **U.S. Treasury Regulations require you to be informed that, to the extent this section includes any tax advice, it is not intended or written by the Debtor or its counsel to be used, and cannot be used, for the purpose of avoiding federal tax penalties.** Each party affected by the Plan should consult its own tax advisor for information as to the tax consequences of Plan confirmation. Generally, unsecured creditors should have no tax impact as a result of Plan confirmation. The recovery of each creditor is payment on account of a debt and generally not taxable, unless the creditor wrote off the debt against income in a prior year in which case income may have to be recognized. Interest holders may have very complicated tax effects as a result of Plan confirmation.

X. LIQUIDATION ANALYSIS UNDER CHAPTER 7

The principal alternative to the Debtor's reorganization under Chapter 11 is a conversion of the case to Chapter 7 of the Bankruptcy Code. Chapter 7 requires the liquidation of the Debtor's assets by a Trustee who is appointed by the United States Trustee's office. In a

Chapter 7 case, the Chapter 7 Trustee would take over control of the assets. Under a Chapter 7 liquidation, the Debtor's inventory and accounts receivable would be liquidated and the proceeds used to satisfy the pre- and post-Petition claims arising under the PACA. Chase would likely obtain relief from stay and foreclose on the Debtor's equipment. Any remaining assets would be liquidated and the proceeds distributed to administrative expense claims, then pro rata to the PACA Creditors, then to the remaining creditors in order of priority. Funds would first be used to pay priority claims of the Chapter 11 case and the Chapter 7 case. Section 326 of the Bankruptcy Code defines the limitations of compensation of the Chapter 7 Trustee. Following the payment of the Chapter 7 costs and expenses of administration, the Chapter 7 Trustee would pay the Chapter 11 costs and expenses of administration, and then other priority claims existing in the Chapter 11 bankruptcy case. Any remaining funds would be distributed to unsecured creditors on a pro rata basis. The Debtor's liquidation analysis is attached hereto as Exhibit G ("Liquidation Analysis").

Based upon the Liquidation Analysis, the PACA Creditors would receive a pro rata distribution of $484,278.73, resulting in a payment of approximately 39% of their claims. Unsecured creditors would receive a pro rata distribution of approximately $51,451 from the proceeds from the avoidance actions. The amount of unsecured claims sharing in the distribution would also increase, as any agreements reached with statutory insiders would not be applicable in a Chapter 7. As a result, each unsecured creditor would receive approximately 5% of their claim under a conversion to a Chapter 7.

The liquidation process in a Chapter 7 would be drawn out over a significant length of time, due to the time required to collect on post-petition receivables. The estate would also be forced to continue incurring expenses for electricity for the Debtor's warehouse in order to avoid spoliation of the Debtor's inventory. It is therefore in the best interest of all creditors that the Debtor's Plan be approved, as the recovery for creditors will be substantially higher under the Debtor's Plan than the creditors would otherwise receive in a Chapter 7.

DATED: Grower's Organic, LLC

s/Brian Freeman
By: Brian Freeman

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Kutner Brinen, P.C. ("KB") has acted as legal counsel to the Debtor on bankruptcy matters during the Chapter 11 case. KB has prepared this Disclosure Statement with information provided primarily by the Debtor. The information contained herein has been approved by the Debtor. KB has not made any separate independent investigation as to the veracity or accuracy of the statements contained herein.

Counsel to the Debtor and
Debtor- In-Possession:

KUTNER BRINEN, P.C.

By: *_/s/ Keri L. Riley_____*

Lee M. Kutner
Keri L. Riley
1660 Lincoln Street, Suite 1850
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Telecopier: (303) 832-1510
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EXHIBITS TO DISCLOSURE STATEMENT

Exhibit A – Amended Plan of Reorganization Dated July 1, 2016

Exhibit B – Letter of Intent from CapConnect Funding Group, LLC

Exhibit C – Debtor's Final Report of Creditors Holding Valid Pre-Petition Claims Arising Under the Perishable Agricultural Commodities Act

Exhibit D – List of Unsecured Creditors

Exhibit E – Projections Under Chapter 11 Plan of Reorganization

Exhibit F – Excerpts from June 2016 Monthly Operating Report

Exhibit G – Liquidation Analysis

CapConnect Funding Group,LLC
233 Mt. Airy Road, Suite 100
Basking Ridge, New Jersey 07920

September 20, 2016

Mr. Brian Freeman- Owner
Growers Organic, LLC
6400 Broadway #11
Denver, CO 80221

Re: Non-binding Bridge Financing Credit Facility for Growers Organic,LLC.
(Hereinafter "Borrower".)

Dear Mr. Freeman:

Thank you for the opportunity to support your business objectives. This letter confirms that you have requested CapConnect Funding Group, LLC (hereinafter "CCFG") or other LLC designated by CCFG to provide a Bridge Financing Credit Facility to your company. Below is the outline of the terms of a relationship with CCFG contingent upon satisfactory completion of due diligence, collateral verification, credit approval, and the execution of CCFG'S closing documents. Please note that this is a proposal letter only and does not imply any commitment on the part of CapConnect Funding Group LLC.

Loan Amount: $1,350,000

Purpose of Loan: Proceeds from the loan will be used exclusively to retire obligations owed by Grower's to secured creditors under the terms of its bankruptcy reorganization. CCFG will make all payments directly to creditors on the instructions of the bankruptcy administrator when fulfillment of payments will result in a full and final release of Grower's from administrative oversight.

Term: 12 months

Interest Rate: Interest on outstanding balance shall accrue at a daily non-compounding rate of .0685% Interest will be paid monthly, beginning on the last day of the month in which the date of this Note falls, and continuing thereafter on a monthly basis. Interest shall be paid within five (2) days of the end of each month.

EXHIBIT B

Collateral:	Loan shall be secured by a first security interest in all assets of Grower's Organic LLC.
Guaranty:	The Personal Guarantee of Brian Freeman and a Validity Guarantee from the Chief Financial Officer and the Chief Accountant.
Due Diligence Fee:	A due diligence fee of $7,500 will be due upon acceptance of these terms. This covers the cost of third-party reports, and other legal and underwriting costs, and will be applied against the origination fee.
Origination Fee:	2.5% of the Loan Commitment amount fully earned at closing. This covers cost of underwriting associated with this loan.
Warrant Coverage:	Growers Organic will provide CCFG with a warrant to purchase up to 2.5% of it's fully diluted equity at a price of $0.01/share. In no case will the total cost to CCFG for exercise of the warrant exceed $1,000.
Early Exit Fee:	If the Borrower prior to the 4-month anniversary date terminates the Agreement, the borrower will pay a one-time fee of $65,000.

Other Conditions to Closing:

1. All current shareholders and related party debt shall be subordinated to CCFG on aforementioned Assets.

2. CCFG will advance amounts directly to Court approved secured creditors, and will only advance once it has assurances and documentation from the Court that Growers Organic will be released from the Court's oversight once all such payments are effected. If there is any balance remaining after all such payments, it will be remitted to Growers.
3. Updated Financials and Tax Returns available on request.
   A Financial Performance Covenant will be established where Growers will provide monthly financial projections for the 12 month period commencing September 1, 2016.
4. If Growers monthly actual results show a shortfall in EBITDA of 10% or more from projections in any consecutive 2-month period, the daily rate will increase to 0.0725% in the month following the shortfall. If Growers results show a shortfall in EBITDA of 10% or more in any consecutive 3 month period, CCFG reserves the right, at its sole discretion, to demand immediate payment of any remaining loan principal.
5. Grower's commits to undertake an immediate equity raise in the minimum amount of $500,000 in the form of a Convertible Note, Preferred Stock, or Common Stock. The target date for closing this equity raise will be January 31, 2017 and all proceeds from such equity sale will be used to pay down principal on the outstanding balance. Failure to undertake an equity raise in good faith will be a breach of the loan agreement.
6. CCFG will have the right, at its sole option, to convert some or all of the Loan Facility into equity raised in (5) above at terms that represent a 5% discount to those offered to other potential equity investors regardless of the form of the equity instrument.
7. Growers will establish a Board of Directors no later than October 1, 2016. The Board will consist of Brian Freeman and two outside Directors. For the period in which this loan is in effect, one outside Director will be subject to the approval of CCFG, and CCFG will have the right to board observer status until the Loan Facility is repaid in full.
8. Growers will purchase Key Man Insurance on Brian Freeman on a minimum of $1,000,000 with CCFG designated as the payee for the duration of the loan.

CCFG has not committed and does not commit to extend financial accommodations to borrower and reserves the right to terminate all negotiations with borrower at any time and for any reason. Any financing to be extended is conditioned upon a satisfactory credit investigation and public record searches. All other terms and conditions will be expressed in the Finance and Security Agreement (FSA) that will accompany CCFG's closing documents.

If this Bridge Financing Credit Facility Proposal meets your approval, kindly indicate your acceptance of the terms stated herein by executing and returning a copy to us along with your deposit for $7,500. Upon your acceptance below, you authorize CCFG LLC to file a UCC-1 Financing Statement in the appropriate jurisdiction to perfect our security interest in the collateral defined above.

CCFG is pleased to make this proposal and I look forward to a successful financing and providing the capital to promote growth in your company.

Sincerely,

Matthew J. Eager

Matthew J. Eager
Managing Partner
CapConnect Funding Group

Agreed and Accepted:

Growers Organic LLC

By: _____
Print Name: Brian Freeman
Title: Owner
Date: September 20, 2016

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

IN RE:	)	
	)	
GROWER'S ORGANIC, LLC	)	Case No. 15-19683-EEB
	)	
	)	Chapter 11
EIN: 02-0745679	)	
	)	
Debtor.	)	

DEBTOR'S AMENDED FINAL REPORT OF CREDITORS HOLDING VALID PRE-PETITION CLAIMS ARISING UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT

The Debtor, Grower's Organic, LLC, by and through its attorneys, Kutner Brinen, P.C., states its amended final report of valid pre-petition claims arising under the Perishable Agricultural Commodities Act [7 U.S.C. § 499e *et seq.*] ("PACA") as follows:

Creditor	Claim Amount
4 Earth Farms/MCL Fresh Inc.	$25,564.00
Agriculture and Land-Based Training Association d/b/a ALBA Organics	$36,776.25
United Natural Foods, Inc. d/b/a Albert's Organics[1]	$96,914.09
American Produce, LLC[2]	$0*
Boskovich Farms, Inc.	$20,636.75
Braga Fresh Family Farms, Inc.	$18,397.50
Bridges Produce, Inc.	$96,938.56
California Giant, Inc.	$8,236.00
Calavo Growers, Inc.	$6,621.80
Capay, Inc.	$4,423.35
Triple B Corp d/b/a Charlie's Produce d/b/a Farmers Own	$18,031.80
City Ag	$3,877
Classic Salads, LLC	$16,567.59
Coosemans Denver, Inc.[3]	($2,233.50)

[1] Pursuant to the Stipulation Regarding Treatment of Claim Held by United Natural Foods d/b/a Albert's Organics ("Albert's") Arising Under the Perishable Agricultural Commodities Act (Docket No. 98), Albert's has reserved the right to amend its claim to include attorneys' fees and interest. The Debtor has reserved the right to object to the amount and reasonableness of any such amendment.

[2] Pursuant to the Debtor's Report of Creditors Holding Valid Pre-Petition Claims Arising Under the Perishable Agricultural Commodities Act, the Debtor has exercised its setoff rights against American Produce, LLC, reducing its claim to the value reflected above.

[3] Pursuant to the Debtor's Report of Creditors Holding Valid Pre-Petition Claims Arising Under the Perishable Agricultural Commodities Act, the Debtor has exercised its setoff rights against Coosemans Denver, Inc., resulting

Corona-College Heights Orange & Lemon Association	$12,468.95
Creekside Organics, Inc.	$10,926.00
Doreva Produce	$3,225.06
Dosner Organic Farms	$5,690.50
ED Produce, Inc.	$12,914.90
Earl's Organic Produce	$2,808.50
C.H. Robinson Worldwide d/b/a Robinson Fresh f/d/b/a Food Source	$5,927.66
Fresh Origins, LLC	$1,429.25
Freshpoint of Denver	$98.50
Heger Organic Farm Sales	$134,712.79
Hokto Kinko Company	$10,095.00
Homegrown Organic Farms	$14,188.36
InterNatural Marketing	$12,220.75
Social Enterprise, LLC d/b/a Interupcion Fair Trade	$19,978.00
JM Farms	$2,182.50*
John Given	$2,117.25
Judel Marketing Int'l Inc.	$5,674.00
JW Farms	$11,655.00
MexHass, Inc.	$3,825.34*
Monterey Mushroom, Inc.	$207.00
Mother Earth, LLC	$12,623.00
Nojoqui Farms	$15,045.65
Oneonta Trading Corporation	$19,476.90
Organically Grown	$939.00
Organicgirl f/d/b/a Newstar Organics	$97,550.89
Patagonia Orchards, LLC	$0*
Peri & Sons	$4,599.95
Ringer & Sons	$648.00
Rocky Mountain Herbs	$0
Sespe Creek Organics	$12,655.45*
Strohauer Farms	$19,140.50
Sutherland Produce	$3,007.70
Taylor Farm	$1,606.48*
White Mountain Farm	$135.50
White Rock Specialties, LLC	$28,094.00
Wholesum Family Farms, Inc.	$8,799.75
Wild River Marketing	$3,227.00
Ramrock Orchards	$11,080.00
North Valley Produce	$16,642.75
*Food Source	$5,927.66

in the amount owed to the Debtor as reflected above.

*Hyde Ranch/Hyde Grove	$5,278.00
*Rancho Durazno	$840.00
*Rogers Mesa Fruit	$1,800.00
*Suzie's Organic Farm	$4,278.00
*Stehly Farms Organics, LLC	$59,521.31
*Sweet Harvest Marketing, Inc.	$53,892.35
*Tuxedo Farms	$10,000.00
*Joe Lippis	$35,564.00
*Northern Colorado Growers	$335.00
*Hazel Dell Mushrooms	$12,029.10

Pursuant to the Court's Order Granting Debtor's Motion for Entry of Order Establishing Procedures for the Identification and Payment of Claims Arising Under the Perishable Agricultural Commodities Act ("Order") (Docket No. 103), any party not included in the above referenced list, or who disputes the amount of their claim in the above referenced list, has waived their right to object to the characterization or amount of their claim, unless otherwise stipulated by the Debtor.

Dated: September 12, 2016

Respectfully submitted,

By: *<u>/s/ Keri L. Riley</u>*

Lee M. Kutner #10966
Keri L. Riley #47605
KUTNER BRINEN, P.C.
1660 Lincoln Street, Suite 1850
Denver, CO 80264
Telephone: (303) 832-2400
Facsimile: (303) 832-1510
e-mail: klr@kutnerlaw.com

CERTIFICATE OF SERVICE

The undersigned further certifies that on September 12, 2016, I served by prepaid first class mail a copy of the foregoing **DEBTOR'S AMENDED FINALL REPORT OF CREDITORS HOLDING VALID PRE-PETITION CLAIMS ARISING UNDER THE PERISHABLE AGRICULTURAL COMMODITIES ACT** was served by U.S. Regular Mail in accordance with FED. R. BANKR. P. 2002 and 11 U.S.C. in accordance with FED. R. BANKR. P. 2002 and 11 U.S.C. §342(c) (if applicable) on parties in interest contained on the attached list, and attached matrix form to court dated September 12, 2016:

DATED: September 12, 2016

By: _____

Vicky Martina
Kutner Brinen, P.C.
1660 Lincoln Street, Suite 1850
Denver, CO 80264

Unsecured Creditors

Creditor Name	Amount of Claim on Schedule F	Amount of Claim in Proof of Claim	Amount of Claim for Purposes of Class 5 Analysis	Notes
5280 Produce	$0		$0	
A&E Tire	$600.00		$600.00	
Alpine Waste & Recycling	$0		$0	
American Express	$18,000.00	$22,659.29 (Proof of Claim No. 7)	$22,659.29	
American Tape & Label	$0.00		$0.00	
Barber's Poultry	$0		$0	
Better Business Bureau	$1,045.00		$1,045.00	
Big B's Fabulous Juices	$0		$0	
Boulder Coffee	$0		$0	
Brian Freeman	$30,537.00		$30,537.00	
Bridgepoint	$400.00		$400.00	
Butler Rents	$0		$0	

Carefree Ice	$0		$0	
Carter Energy Corp	$22,203.52		$22,203.52	
Chase	$7,994.00		$7,994.00	
Chase	$10,625.00		$10,625.00	
Chase	$12,143		$12,143	
Cheese Importers	$0		$0	
Chris Freeman	$100,000.00		$100,000.00	
Christopher Ranch	$0		$0	
Cintas Corporation # 66	$941.44		$941.44	
Circle Fresh Farm	$1,599.00		$1,599.00	
Clark's Apiaries	$0		$0	
CliffHouse Kombucha	$0		$0	
Clifton Larson Allen	$5,578.00		$0.00	Clifton Larson Allen has waived their claim in exchange for employment in this case

Colorado Fleetworks Inc.	$0		$0	
Colorado Motor Carriers Assoc.	$0		$0	
Colorado Tortilla Company	$0		$0	
Complete Business Systems	$0		$0	
Costco	$0		$0	
Cottonwood Creek Farms	$0		$0	
Crown Lift Trucks	$1,645.61		$1,645.61	
Direct Line Transportation	$14,575.00		$14,575.00	
Earthy Delights	$3,606.06		$3,606.06	
Ela Family Farms	$0		$0	
Elliot Gardens	$0		0	
FedEx Truckload Brokerage	$204.82	$919.20 (Proof of Claim No. 28)	$919.20	
Fiber of Life Farm	$0		$0	
Flourish Farms d/b/a Colorado Aquapon	$0		$0	

Fossil Creek Farms, LLC	$0		$0	
Fresh Guys	$4,002.60		$4,002.60	
Fresh Software Solutions	$10,176.25		$10,176.25	
Friends Fields	$0		$0	
Fruit Stand	$0		$0	
Giambrocco	$0	$2,770.99 (Proof of Claim No. 16)	$2,770.99	Disputed
Golden Organics Inc.	$0		$0	
Grant Family Farms	$0		$0	
Green Chef, Inc	Unknown		$0.00	
Green Earth Farm	$253.50		$253.50	
Grow Haus	$0		$0	
Hotchkiss Inn	$0		$0	
Hunt & Gather	$0		$0	
Indian Peaks Spring Water	$0		$0	

Industrial Battery Service	$0		$0	
Interface Communications	$170.00		$170.00	
Interfresh	$3,061.30		$3,061.30	
Jefferson County Clerk	$0		$0	
Joe Freeman	$36,468.00		$36,468.00	
Lester's Trucking	$22,897.00		$22,897.00	
Lewis Roca Rothgerber	$770.50		$770.50	
Lipman Logistics Services, LLC	$4,200.00		$4,200.00	
MCH Leasing	Unknown		$0.00	
Michael Hartberger	$40,800.00	$40.800 (Proof of Claim No. 25)	$40,800.00	
Mile High Business Alliance	$0		$0	
Morning Fresh Dairy Farm	$0.00		$0.00	
Natural Grocers f/k/a Vitamin Cottage	$0		$0	
Organic Prairie	$491.00		$491.00	

Organic Valley	$33,060.66	$32,550.18 (Proof of Claim No. 8)	$32,550.18	
Osage Gardens	$0		$0	
PC2020 LLC	$6,925.40		$6,925.40	
Peterson Turkey Farm	$0.00	$13,611.47 (Proof of Claim No. 30)	$13,611.47	
Plum Daisy	$0		$0	
PRILLID INC.	$0		$0	
Quill Corporation	$0		$0	
Restaurant Depot	$0		$0	
Rocky Mountain Mechanical Systems	$9,669.00		$9,669.00	
Sandstrum Law, LLC	$2,667.50		$2,667.50	
Scott Freeman	$159,348.00	$144,008.84 (Proof of Claim No. 12)	$144,008.84	
Service Uniform	$1,196.20		$1,196.20	
Shred All	$0		$0	
Six Dog Forms	$7,684.10		$7,684.10	

Smith & Truslow	$2,476.23		$2,476.23	
Sparta Foods	$0		$0	
Stacey's Organic Tortillas	$3,323.76		$3,323.76	
Staples Advantage	$0		$0	
Steamboat Meat & Seafood	$2,400.00		$2,400.00	
Status Business Solutions	$700.00		$700.00	
Super 8 Durango	$0		$0	
Suzie's Organic Farm	$4,278.00		$4,278.00	
The Mean Machine, Inc.	$0		$0	
Tucci	$0		$0	
UMB Bank	$8,327.00	$7,303.50 (Proof of Claim No. 26)	$7,303.50	
US Bank	$2,285.00	$25,999.76 (Proof of Claim No. 17)	$25,999.76	
USDA, AMS, F&V Fresh Branch	$228.00	$228.18 (Proof of Claim No. 27)	$228.18	
Verizon Wireless	$1,707.00		$1,707.00	

Westcore Properties	$0.00		$0.00	
Westfield Insurance	$4,271.84		$4,271.84	
Whole Foods DCC	$0		$0	
William Freeman	$100,000.00		$100,000.00	
Windstream	$1,162.86	$1,025.75 (Proof of Claim No. 5)	$1,025.75	
Worldwide Express	$361.00		$361.00	
Xcel Energy	$3,299.16	$2,741.24 (Proof of Claim No. 2)	$2,741.24	
Unsecured Claim of Colorado Lending Source			$121,712	
Ryder Truck Rental		$162,340.89 (Proof of Claim No. 21)	$162,340.89	Disputed
Ryder Truck Rental		$29,271.95 (Proof of Claim No. 20)	$29,271.95	Disputed
Traveler's Casualty and Surety Company		$19,600.03 (Proof of Claim No. 19)	$19,600.03	
Dell Financial Services, LLC		$1,267.70 (Proof of Claim No. 22)	$1,267.70	
Total Amount of Allowed Class 4 Claims			**$1,066,875.78**	

FINANCING UPDATE AS OF JULY 22, 2016:

Grower's Organic continues to explore and uncover additional sources of financing to identify additional parties willing to provide the exit financing. Growers has secured preliminary approval from 2 sources including

1. US Business Funding for financing of $1,250,000 in the form of a note.
2. P2B Investors for financing up to $1,300,000 and providing an ongoing working capital line

Our focus this month has been on legal proceedings so beginning due diligence has been delayed. We anticipate beginning the process in early August.

Many lenders and sources of financing have expressed an interest providing financing once Grower's exits bankruptcy. These parties are interested in refinancing the exit financing facility. Parties who have expressed interest to date include

1. RSF Social Finance
2. Ridge Stone Bank for an SBA loan.

In late June Grower's Organic hired Bob Deprez of Blue Stone Advisor LLC. He has extensive experience providing financial advisory services to companies dealing with financial distress and needing to raise capital.

Exhibit E

GROWER'S ORGANIC LLC
PROFIT AND LOSS STATEMENT
FOR THE PERIOD ENDED June 30, 2016

	Jan-16 Actual	Feb-16 Actual	Mar-16 Actual	Apr-16 Actual	May-16 Actual	Jun-16 Actual	YTD 2016 Actual
Revenues							
Receipts	286,021	339,702	384,560	381,888	395,589	402,303	2,190,063
Cooler Rental	-	-	-	-	-	-	-
Backhaul Revenue	1,870	2,610	1,525	1,983	2,430	3,150	13,568
Total Revenue	287,891	342,312	386,085	383,871	398,019	405,453	2,203,631
COGS:							
Produce	189,406	231,585	246,088	253,112	265,734	264,005	1,429,931
Freight	-	-	-	-	-	-	-
Payroll	28,354	29,200	40,919	33,658	39,893	41,224	213,249
Utilities	2,981	2,678	2,526	2,896	2,866	3,219	17,267
Fuel	3,375	4,410	3,774	4,419	4,960	5,266	26,205
Maintenance*	9,597	4,883	4,598	4,034	5,884	4,439	33,436
Lodging	443	1,357	1,170	870	1,030	1,085	5,955
Rent	8,243	8,243	8,493	9,418	12,532	8,353	55,281
Truck Lease	1,540	4,367	6,484	9,682	8,250	9,087	39,409
Truck Expenses	-	-	-	-	-	-	-
Total COGS	243,940	266,723	314,052	318,089	341,250	336,678	1,820,732
Gross Profit	43,951	75,589	72,033	65,783	56,770	68,774	382,899
Gross Profit Margin	*15%*	*22%*	*19%*	*17%*	*14%*	*17%*	
SGA Expenses							
Officer Salary	6,000	6,000	15,932	6,538	6,538	6,538	47,547
SG&A Salary	20,349	19,749	30,142	21,449	19,849	18,484	130,023
Supplies	1,899	565	1,228	519	1,912	1,755	7,879
Phone	592	1,446	2,200	2,141	300	275	6,955
Equipment Rental	151	360	360	185	360	360	1,778
Copier Lease	-	-	-	-	-	-	-
Cleaning	-	-	-	-	-	-	-
Business Insurance	3,343	4,008	5,684	3,445	5,483	4,574	26,537
Bank Fees	1,596	1,342	1,705	1,888	1,325	1,604	9,459
Misc Expense	264	2,124	231	(253)	963	1,930	5,259
Licenses & Permits	-	-	-	-	-	2,526	2,526
Legal Fees**	-	10,005	-	2,000	-	-	12,005
Professional Services	-	-	-	-	-	-	-
RE/PP Taxes	-	-	3,370	-	-	3,505	6,875
Computer Maintenance	800	800	-	-	-	1,600	3,200
Software Maintenance	800	1,000	400	400	400	400	3,400
Marketing	-	-	20	12	2,374	-	2,406
Chapter 11 Fees	5,040	(165)	-	4,875	-	1,625	11,375
PACA Trust Account	-	-	-	-	-	-	-
Total SGA	40,834	47,235	61,272	43,201	39,505	45,177	277,224
EBITDA	3,117	28,354	10,761	22,582	17,265	23,597	105,675
EBITDA Margin	*1.1%*	*8.3%*	*2.8%*	*5.9%*	*4.3%*	*5.8%*	*4.8%*
Depreciation	5,669	5,669	5,669	5,669	5,669	4,546	32,893
Interest Income	-	-	-	-	-	-	-
Interest	52	58	81	78	76	74	419
Net Income	(2,604)	22,627	5,011	16,834	11,519	18,977	72,363

GROWERS ORGANIC - FINANCIAL STATEMENT SUMMARY FY 2016

INCOME STATEMENT	FY 2015	YTD 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
		forecast	*forecast*	*forecast*	*forecast*	*forecast*	*forecast*
Revenues	$ 4,185,229	$ 4,952,240	$ 7,677,602	$ 8,814,064	$ 9,859,609	$ 10,835,451	$ 11,694,192
Product Cost	2,838,755	3,186,610	4,981,241	5,728,428	6,415,839	7,057,423	7,622,017
Product Gross Margin	$ 1,346,474	$ 1,765,630	$ 2,696,360	$ 3,085,636	$ 3,443,770	$ 3,778,028	$ 4,072,175
	32%	36%	35%	35%	35%	35%	35%
Non-Produce Direct Costs							
Transportation Payroll	$ 26,231	$ 36,169	$ -	$ -	$ -	$ -	$ -
Driver Payroll	24,221	243,809	420,563	470,563	520,563	570,563	620,563
Warehouse Payroll	106,119	76,099	210,822	231,904	255,094	280,604	308,664
Payroll Taxes/ADP/Benefits	66,537	136,872	189,247	208,172	228,989	251,888	277,077
Per Diem/Lodging/Mileage/Travel	10,755	23,389	34,042	37,446	41,191	45,310	49,841
Fuel	50,452	72,308	134,358	154,246	172,543	189,620	204,648
Repairs/Maintenance/Parts/R&M Trucks	44,026	85,274	91,670	98,545	105,936	113,881	122,422
Truck Lease	10,551	94,313	159,309	194,309	236,309	278,309	320,309
Rent	93,222	106,838	111,512	119,875	128,866	138,531	148,921
Utilities	34,717	36,843	43,500	46,763	50,270	54,040	58,093
Consolidation Fee	21,878	37,634	40,456	43,491	46,752	50,259	54,028
Packaging	6,279	23,899	25,691	27,618	29,689	31,916	34,310
Glass milk bottle deposit	-5,438	0	0	0	0	0	0
Total Non Product Direct Cost	$ 489,551	$ 973,447	$ 1,461,170	$ 1,632,931	$ 1,816,202	$ 2,004,920	$ 2,198,876
	12%	20%	19%	19%	18%	19%	19%
Total COGS	$ 3,328,306	$ 4,160,057	$ 6,442,411	$ 7,361,359	$ 8,232,041	$ 9,062,343	$ 9,820,892
Gross Profit	**$ 856,923**	**$ 792,183**	**$ 1,235,190**	**$ 1,452,705**	**$ 1,627,568**	**$ 1,773,108**	**$ 1,873,300**
	20%	16%	16%	16%	17%	16%	16%
Operating Expenses							
Officer Salary	55,304	100,496	145,000	159,500	175,450	192,995	212,295
Administrative Payroll	98,743	102,000	168,083	214,892	236,381	260,019	286,021
Buyers Payroll	93,307	85,000	93,500	102,850	113,135	124,449	136,893
Sales Payroll	62,452	87,608	140,749	154,824	170,306	187,337	206,070
Business Insurance + Truck Insurance + WC	45,987	38,499	50,000	55,000	60,500	66,550	73,205
Marketing	4,955	6,156	12,000	13,200	14,520	15,972	17,569
Misc Expense	31,325	4,031	2,400	2,640	2,904	3,194	3,514
Phone	12,971	13,328	15,480	15,730	17,553	17,803	18,053
Supplies	16,838	14,833	16,317	17,948	19,743	21,717	23,889
Equipment Rental	7,015	3,940	4,334	4,767	5,244	5,768	6,345
Meals and Entertainment	2,525	6,742	7,416	8,157	8,973	9,870	10,857
Licenses & Permits	5,708	5,306	5,836	6,420	7,062	7,768	8,545
RE/PP Tax	7,763	6,875	6,875	6,875	6,875	6,875	6,875
Professional IT Services	10,860	10,000	10,800	12,000	13,200	14,520	15,972
Software Maintenance	9,876	5,800	4,800	4,800	4,800	4,800	4,800
Professional Services (Legal)	23,443	57,005	20,000	20,000	20,000	20,000	20,000
Professional Services (Acctng)	64,408	75,000	20,000	18,000	18,000	18,000	18,000
Chapter 11 Fees	1,950	130,875	0	0	0	0	0
CC fees	17,842	17,604	30,710	35,256	39,438	43,342	46,777
Bank Charges	16,992	3,647	4,012	4,413	4,854	5,340	5,874
Factoring fee	409	0	0	0	0	0	0
Freight	164,200	300	330	363	399	439	483
Freight - outbound	7,217	430	0	0	0	0	0
Cross Dock COGS (GOT)	9,038	178	196	215	237	260	286
Allowance for Doubtful Accounts	0	15,000	23,033	26,442	29,579	32,506	35,083
Total Operating Expenses	$ 771,128	$ 790,652	$ 781,870	$ 884,292	$ 969,153	$ 1,059,524	$ 1,157,405
	18%	16%	10%	10%	10%	10%	10%
Operating Income	$ 85,794	$ 1,531	$ 453,321	$ 568,413	$ 658,415	$ 713,583	$ 715,894
	2.0%	0.0%	5.9%	6.4%	6.7%	6.6%	6.1%
Payment Schedule Per Plan:							
New Debt Payments (CapConnect)		98,035	68,705	3,888	0	0	0
CO Lending Source Payment		2,659	5,317	5,317	5,317	5,317	2,659
Chase Payment		609	3,657	3,657	3,657	3,657	3,657
Unsecured Debt Payment		16,534	17,467	17,467	17,467	17,467	8,734
Total Debt Payments Per Plan		117,837	95,146	30,329	26,441	26,441	15,049
Adjusted Operating Income		$ (116,306)	$ 358,175	$ 538,083	$ 631,973	$ 687,142	$ 700,845

DEBTOR(S): Growers Organic LLC

CASE NUMBER: _____

MONTHLY OPERATING REPORT
CHAPTER 11

Form 2-A
COVER SHEET

For Period End Date: 6/30/2016

Accounting Method: [ ] Accrual Basis [X] Cash Basis

THIS REPORT IS DUE 21 DAYS AFTER THE END OF THE MONTH

Mark One Box for Each Required Document:

Debtor must attach each of the following documents unless the U. S. Trustee has waived the requirement in writing. File the original with the Clerk of Court. Submit a duplicate, with original signature, to the U. S. Trustee.

Report/Document Attached	Previously Waived	REQUIRED REPORTS/DOCUMENTS
[X]	[ ]	1. Cash Receipts and Disursements Statement (Form 2-B)
[X]	[ ]	2. Balance Sheet (Form 2-C)
[X]	[ ]	3. Profit and Loss Statement (Form 2-D)
[X]	[ ]	4. Supporting Schedules (Form 2-E)
[X]	[ ]	5. Quarterly Fee Summary (Form 2-F)
[X]	[ ]	6. Narrative (Form 2-G)
[X]	[ ]	7. Bank Statements for All Bank Accounts *(Redact all but last 4 digits of account number and remove check images)*
[X]	[ ]	8. Bank Statement Reconciliations for all Bank Accounts
[X]		9. Evidence of Insurance for all policies renewed or replaced during month

I declare under penalty of perjury that the following Monthly Operating Report, and any attachments thereto are true, accurate and correct to the best of my knowledge and belief.

Executed on: 7/21/2016

Print Name Brian Freeman

Signature: _____

Title: President

Rev. 1/15/14

Exhibit F

GROWER'S ORGANIC, LLC
MD&A FOR PERIOD ENDED JUNE 30, 2016

SUMMARY OF OPERATING RESULTS:

June results showed growth in revenues, EBITDA and positive operating cash flow. June revenues were $405,453 which provided EBITDA of $23,597. FYTD revenues are $2.20mm with EBITDA of $105k. Grower's had a positive operating cash flow of $21k for the month with a FYTD operating cash flow of $68k.

REVENUES:

For the seventh consecutive month, Grower's Organic has shown an increase in gross revenues. June revenues were $405k, an increase of 1.9% from prior period revenues of $398k. Since January 2016, revenues have grown 40.8% from $288k to $405k.

Revenues continue to show strong results as Grower's continues to build relationships with key vendors in the organic produce farming industry. Grower's expects revenues to grow on a monthly basis to $475k by December 2016. Annualized revenue run rate is expected to exceed $5.70mm per year by year end.

GROSS PROFIT:

In the month of June, gross profit was $68k, an increase of $12k or 21.1% from the prior period. Grower's Organic enjoyed an increase of 2 percent in produce gross margin. This is a result of Grower's ability to obtain more favorable pricing from vendors in the market as well as their ability to charge premium prices for unique and quality product offerings and exceptional customer service. Grower's is continuing to work to secure favorable financing to purchase an additional delivery truck to further reduce monthly COGS by approximately $9k per month.

EBITDA:

EBITDA for the period was $23k, a 36.6% increase from the month of May. EBITDA is expected to grow on a monthly basis with an expected EBITDA reduction in Q4 due to fees which will be incurred related to the exit from Chapter 11. FY 2016 EBITDA is expected to be $125k.

CASH FLOW:

For the second consecutive month, Grower's has experience positive operating cash flow. Cash flow provided by operations was $20,049 for the month of June. Year to Date Grower's operations have produced operational cash flow of $67k despite negative impacts to cash flow from:

1. Trustees fees of $11k and attorney's fees of $10k.
2. Payments to pre-petition PACA creditors, FYTD of $21k representing mandatory payments of approximately 30% of EBITDA.
3. Increased working capital requirements due to increases in inventory of $24k FYTD and increases in accounts receivable of $67k. These working capital requirements are normal in a business that is experiencing high revenue growth.

Grower's has also benefited from a $39k increase in accounts payable cash flow FYTD through extended payment terms from key vendors.

PACA Trust Assets

Asset	Value	Cost of Sale, Recovery, Etc.	Amounts Uncollectable and/or Liens	Amount Available for Distribution
Cash and Accounts (Current Value)	$ 56,188.00	n/a		$ 56,188.00
Accounts Receivable (Post-Petition)	$ 298,941.00	$ 8,968.23	$ 119,576.40	$ 170,396.37
Accounts Receivable (Pre-Petition, uncollectable)	$ 266,544.00		$ 266,544.00	$ -
Amount owed from Melonhead/Michael Joseph [1]	$ 169,005.00	$ 15,000.00		$ 154,005.00
Inventory (Current Value) [2]	$ 101,561.00	$ 8,124.88	$ 60,936.60	$ 32,499.52
Shares of Green Chef, Inc.	$ -	$ -		$ -
Total				$ 413,088.89

[1] Assumes full recovery and collection of amount sought in Adversary Proceeding, including amounts of civil theft.
This amount is dedicated to paying PACA creditors pursuant to the Cash Collateral Order
[2] Amounts uncollectible due to reclamation by supplier and spoliation of produce prior to sale

Remaining Assets	Asset	Value	Cost of Sale, Recovery, Etc.	Amounts Uncollectable and/or Liens	Amount Available for Distribution
	Copyright for Grower's Organic	$ -			$ -
	Software (personalized to GO)	$ -			$ -
	Licenses (PACA License, Colorado Dept. of Revenue, etc.)	$ -			$ -
	Website	$ -			$ -
	Vehicles	$ 40,000.00	$ 3,200.00		$ 36,800.00
	Machinery and Equipment	$ 61,352.04	$ 6,135.20	$ 30,027.00	$ 25,189.84
	Office Equipment and Computers	$ 10,000.00	$ 800.00		$ 9,200.00
	Cooler Held by Green Earth and claims related thereto	$ 5,000.00	$ 400.00	$ 137,000.00	$ -
	Recovery from avoidance actions[3]	$ 66,451.00	$ 15,000.00		$ 51,451.00
Total					$ 122,640.84

[3] Assumes full recovery and collection of avoidance actions; also assumes settlement or prevailing on summary judgment versus including the cost of trial

Chapter 11 Admin Expenses	$	45,200.00
Chapter 7 Trustee Fees	$	27,286.42
Chapter 7 Attorneys Fees	$	15,000.00
Total Pre-Petition PACA	$	886,000.00
Total Post-Petition PACA	$	131,000.00
Total Percentage Available for PACA Creditors		39%
Total Percentage Available for Unsecured Creditors		5%

EXHIBIT G