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NUVIM INC
Form DEF 14A
April 27, 2007

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
SCHEDULE 14A
Proxy Statement Pursuant to Section
14(a) of the Securities Exchange Act of 1934

Filed by the Registrant [X]
Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Information Statement.
- Confidential, for Use of the Commission Only (as permitted by Rule 14c-5(d)(2)).
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material Pursuant to Section 240.14a-12

Commission File No. 000-50508

NUVIM, INC.

(Name of Registrant as Specified in its Charter)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i) and 0-11.
 - (1) Title of each class of securities to which the transaction applies:
 - (2) Aggregate number of securities to which transaction applies:
 - (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):
 - (4) Proposed maximum aggregate value of the transaction: Total proposed maximum aggregate value of the transaction:
 - (5) Total fee paid:
- Fee paid previously with preliminary materials.
- Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.
 - (1) Amount Previously Paid:
 - (2) Form Schedule or Registration No.:
 - (3) Filing Party:
 - (4) Date Filed:

NuVim, Inc.

NOTICE OF ANNUAL MEETING

9:00 O'CLOCK AM, THURSDAY, MAY 17TH, 2007

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Please take notice that the Annual Meeting of the holders of the Common Stock of NuVim(R), Inc., (the "Company") shall be held at the Offices of the Company Suite 210, 12 North State Route 17, Paramus, New Jersey 07652 at nine o'clock, AM on the 17th day of May 2007 to consider all of the following:

1. Election of five Directors for a term of one year.
2. Approval of the 2007 Employee Stock Option Plan.
3. Any other business as may properly come before the meeting.

The enclosed proxy is solicited by the Company's management in connection with this meeting.

Respectfully submitted,

Mark Alan Siegel
Secretary of the Company

NuVim, Inc.

PROXY STATEMENT
ANNUAL MEETING OF STOCKHOLDERS
TO BE HELD MAY 17TH, 2007

This Proxy Statement is furnished by NuVim, Inc. in connection with our Annual Meeting of Stockholders to be held on May 17th, 2007 at 9:00 A.M. at our offices, Suite 210, 12 North State Route 17, Paramus, New Jersey 07652. The mailing address of our executive office is Suite 210, 12 North State Route 17, Paramus, New Jersey 07652.

This Proxy Statement was first mailed to holders of Common Stock on or about April 27th, 2007 together with either a proxy card or voting instruction card. The proxy statement summarizes the information you need to know to vote at the Annual Meeting. You do not need to attend the Annual Meeting to vote your shares.

ANNUAL REPORT

A copy of our 2006 Annual Reports on Form 10-KSB, including consolidated financial statements for the Fiscal Years concluded on December 31, 2005 ("FY 2005") and December 31, 2006 ("FY 2006"), have been mailed to all the Company's stockholders of record with this Proxy Statement. The Annual Report is not part of this Proxy Statement.

OUTSTANDING VOTING SECURITIES AND VOTING RIGHTS

The Board of Directors fixed the close of business on April 12th, 2007 as the record date for determining the stockholders eligible to vote at the meeting. As of the record date, the Company had 14,406,782 shares of its Common Stock. The holder of each share of Common Stock is entitled to one vote per share on all questions.

Our Board of Directors is soliciting your proxy to vote at the Annual Meeting because you were a shareholder on the record date and are entitled to vote at the meeting. You may vote your shares either by attending the meeting in

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person or signing and returning the enclosed proxy. The proxy from allows you to indicate how you wish your vote to be cast on the election of each director and on the approval of the 2007 Employee Stock Option Plan. If you do not direct how your vote should be cast on any question to come before the meeting, the individuals named as proxies, Messrs. Richard Kundrat and Stanley Moger will cast your votes as they determine on any question scheduled to come before the Annual Meeting.

Our Board recommends a vote FOR each of the nominees to the Board of Directors and FOR the adoption of the 2007 Employee Stock Option Plan.

PLEASE COMPLETE THE ENCLOSED PROXY
AND RETURN IT TO US IN THE POSTAGE-FREE PROXY ENVELOPE.

HOW TO VOTE AT THE ANNUAL MEETING

- . By use of the proxy card or voting instruction card. Be sure to complete, sign, and date the card and return it in the prepaid envelope. If you are a stockholder of record and you return your signed proxy card but do not indicate your voting preferences, the persons named in the proxy card will vote FOR the election of directors and FOR the adoption of the 2007 Employees Stock Option Plan on your behalf.
- . In person at the Annual Meeting. All stockholders may vote in person at the annual meeting. You may also be represented by another person at the meeting by executing a proper proxy designating that person. If you are a beneficial owner of shares, you must obtain a legal proxy from your broker, bank, or nominee and present it to our corporate Secretary when you arrive at the meeting.
- . How may I change my vote? If you are a stockholder of record, you may revoke your proxy at any time before it is voted at the Annual Meeting by doing any of the following:
 - . Send a written notice to our corporate Secretary.
 - . Submit a new, proper proxy card signed and dated after the date of the revoked proxy
 - . Attend the Annual Meeting and vote in person.

If you are a beneficial owner of shares, you may submit new voting instructions by contacting your broker, bank, or nominee. You may also vote in person at the annual meeting if you obtain a legal proxy as described in the preceding paragraph.

- . What constitutes a quorum? As of the record date, there were 14,406,782 shares of common stock issued and outstanding. A majority of those outstanding shares, present or represented by proxy, constitutes a quorum for the purpose of electing directors and adopting proposals at the Annual Meeting. If you submit a properly executed proxy, then you will be considered part of the quorum.

Please complete, sign, and date and return it in the pre-paid addressed envelope to spare us the additional costs of duplicate solicitation.

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The following table sets forth information, as of April 12, 2007, with respect to the beneficial ownership of the Company's Common Stock by (a) the present executive officers and directors and nominees for Director of the Company and (b) the present directors and officers of the Company as a group. Unless otherwise noted, the shares are owned directly or indirectly with sole voting and investment power.

MANAGEMENT OWNERS

NAME AND ADDRESS OF BENEFICIAL OWNER	NUMBER OF SHARES BENEFICIALLY OWNED (1)	PERCENTAGE OF THE CLASS BENEFICIALLY OWNED (2)
Richard P. Kundrat (3)	2,951,437	11.98%
Stanley Moger (4)	786,632	3.19%
Peter V. DeCrescenzo (5)	121,833	0.49%
Calvin L. Hodock (6)	106,667	0.43%
Doug Scott (7)	378,571	1.54%
All directors and executive officers as a group (6 persons)	4,751,140	19.29%

(1) Beneficial Ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Shares of common stock subject to options or warrants currently exercisable or convertible, or exercisable or convertible within 60 days of April 12, 2007 are deemed outstanding for computing the percentage of the person holding such option or warrant but are not deemed outstanding for computing the percentage of any other person.

(2) Percentage based on 14,406,782 shares of common stock outstanding with respect to the common stock and the shares issuable upon exercise of warrants to purchase 7,522,514 and options to purchase 2,698,647.

(3) Includes 1,301,437 shares issued and options to purchase 420,000 shares at \$1.00, 230,000 shares at \$0.77 and 1,000,000 shares at \$0.31.

(4) Includes 352,950 shares issued, warrants to purchase 122,500 shares at \$1.50, 122,500 shares at \$2.00, and 100,000 shares at \$0.35, and options to purchase 1,182 shares at \$11.00, 17,500 shares at \$1.00, 50,000 shares at \$0.35, and 20,000 shares at \$0.31.

(5) Includes 33,333 shares issued and options to purchase 18,500 shares at \$1.00, 50,000 shares at \$0.35, and 20,000 shares at \$0.31.

(6) Includes 16,667 shares issued and options to purchase 20,000 shares at \$1.00, 50,000 shares at \$0.35, and 20,000 shares at \$0.31.

(7) Includes 298,571 shares issued to Mr. Scott and a corporation owned by him and options to purchase 50,000 shares at \$0.35, and 30,000 shares at \$0.31.

There currently are no arrangements that may result in a change of ownership or control.

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PRINCIPAL HOLDERS OF COMMON STOCK.

The following table sets forth information, as of April 12, 2007, with respect to the beneficial ownership of the Company's Common Stock by each person known by the Company to be the beneficial owner of more than five percent (5%) of the Company's outstanding Common Stock.

NAME AND ADDRESS OF BENEFICIAL OWNER	NUMBER OF SHARES BENEFICIALLY OWNED (1)	PERCENTAGE OF THE CLASS BENEFICIALLY OWNED (2)
Dick Clark (3) c/o Dick Clark Productions 3003 West Olive Avenue Burbank, CA 91505	1,298,637	5.27%
Richard P. Kundrat (4) 12 North State Route 17, Suite 210 Paramus, New Jersey 07652	2,951,437	11.98%
Cede & Co. (5) P O Box 20, Bowling Green Station New York, NY 10004	2,765,476	11.23%

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- (1) Beneficial Ownership is determined in accordance with the rules of the Securities and Exchange Commission and generally includes voting or investment power with respect to securities. Shares of common stock subject to options or warrants currently exercisable or convertible, or exercisable or convertible within 60 days of April 12, 2007 are deemed outstanding for computing the percentage of the person holding such option or warrant but are not deemed outstanding for computing the percentage of any other person.
 - (2) Percentage based on 14,406,782 shares of common stock outstanding with respect to the common stock and the shares issuable upon exercise of warrants to purchase 7,522,514 and options to purchase 2,698,647.
 - (3) Includes 628,637 shares issued and warrants to purchase 325,000 shares at \$1.00, 122,500 shares at \$1.50, 122,500 shares at \$2.00, and 100,000 shares at \$0.35.
 - (4) Includes 1,301,437 shares issued and options to purchase 420,000 shares at \$1.00, 230,000 shares at \$0.77 and 1,000,000 shares at \$0.31.
 - (5) Cede & Co. is the nominee name of The Depository Trust Company, the record holder for most shareholders who keep their securities in street name. Cede & Co. has no beneficial interest in or voting power over these shares.

SECTION 16(a) BENEFICIAL OWNERS

Under Section 16(a) of the Securities Exchange Act of 1934, the Company's directors, executive officers, and beneficial holders of more than 10% of the Company's Common Stock are required to file reports of ownership and changes in ownership with the Securities and Exchange Commission. Based on our records and other information, the Company believes the following required reports were not filed during FY 2006.

In March 2006, Messrs. Kundrat, Vesey, Sullivan, and Young, all executive officers at the time, failed to file a Form 4 reporting that they had

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received 341,500, 183,955, 200,000, and 120,000 shares, respectively, in settlement of their 2005 bonus. Only Mr. Kundrat remains an executive officer. He has filed a form 5 covering this acquisition and those described below.

In May 2006, Doug Scott, who was elected a director by the board, failed to file a Form 3 reflecting the ownership of 248,571 shares of common stock owned by a company that he controls.

In December 2006, Mr. Kundrat agreed to accept 492,188 shares in lieu of cash for his 2006 bonus and 218,750 shares of common stock in lieu of his 2005 unpaid salary.

Mr. Kundrat has filed a Form 5 to report these acquisitions.

No executive officer or director sold any NuVim securities during 2006.

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AGENDA ITEM 1 ELECTION OF DIRECTORS

Five directors are to be elected to hold office for approximately one year until the next Annual Meeting and until their successors have been duly elected and qualified. All nominees are presently members of the Board of Directors. The four of the five present directors were elected at the last annual meeting in May of 2006. Mr. Scott was elected by the Board to fill a vacancy when Mr. Franke resigned as a Director. We have no reason to believe that any of the nominees will not serve if elected. If any of the nominees becomes unavailable for election, which we do not expect, the proxies will cast their votes for the substitute nominees as may be designated by our Board of Directors, unless the Board reduces the number of directors.

Board vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the directors then in office, even if less than a quorum, or by a sole remaining director. The executive officers are appointed by the Board and serve at its pleasure.

The five directors receiving the highest number of votes will be elected. When voting on the election of directors, each share of Common Stock casts one vote.

Our Board recommends a vote FOR each of the nominees to the Board of Directors

BACKGROUND AND BUSINESS EXPERIENCE OF DIRECTORS

The following sets forth information about each nominee for election at this Annual Meeting and the Company's other executive officers.

Richard P. Kundrat (63) Nominee for Director, NuVim(R) Director and Chief Executive Officer since 1999

He has served since our inception as a director and our Chief Executive Officer. He was elected as our Chairman of the Board in March 2000. He has more than 30 years experience in the beverage industry, including a total of 27 years in various positions at Thomas J. Lipton, Inc., the Lipton subsidiary of Unilever NV, Englewood Cliffs, New Jersey ("Unilever/Lipton") from which he retired in June 1996. Upon his retirement from Unilever/Lipton, he founded the business management firm, Kundrat Associates, Mahwah, New Jersey, which he operated full-time until he joined NuVim in September 1999. From November 1991 to June 1996, Mr. Kundrat was the General Manager of the Unilever/Lipton

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and Pepsi-Cola partnership. From June 1987 to November 1991, he was the Vice President/General Manager of the Foodservice, Bottler, Dairy Division at Unilever/Lipton. Mr. Kundrat received his B.A. degree from the University of Scranton. He currently is a director of Dialog Group, Inc.

Stanley H. Moger (71) Nominee for Director, NuVim(R) Director since March 2004. Since January 1998, he has served as President of SFM Entertainment, LLC, a provider of media services to major corporations. He received his B.A. degree from Colby College.

Peter V. DeCrescenzo (56) Nominee for Director, Director of the Company since January 2005; President and Chief Executive Officer of Dialog Marketing Services Inc.

Since January 2007 Mr. DeCrescenzo has served as President and Chief Executive Officer of Dialog Marketing Services, a subsidiary of Redi-Direct Marketing, Inc. a privately held information services company. From March 2003 to December 2006, he was the President and Chief Executive Officer of Dialog Group, Inc. a publicly traded provider of relationship marketing communications services and business and consumer targeting databases. From November 2000 to March 2003, he served as President and Chief Executive Officer of HealthCare Dialog, a direct marketing company specializing in healthcare. In March 2000, HealthCare Dialog was acquired by Dialog Group, Inc. From October 1993 until November 2000, Mr. DeCrescenzo was the founding partner of PVD and Partners, a full-service healthcare marketing and communications agency. He has been the Chairman of the Board of Dialog Group, Inc. since April 2003. He received a BBA degree from Pace University.

Calvin L. Hodock (72) Nominee for Director, Director of the Company since April 2005.

For more than five years, Mr. Hodock has been the President and Managing Partner of The Hodock Group, a marketing consulting and research company, located in Skillman, New Jersey. Since June 2002, he also has served as Professor of Marketing, Berkeley College and from June 2002 to December 2003, he served as

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Adjunct Professor, Stern School of Business, New York University. He received his B.B.A degree from the University of Cincinnati and his M.S. degree in Marketing from the University of Illinois.

Doug Scott (40) Nominee for Director, Director of the Company since May 2006.

Mr. Scott has served as the President and CEO of the company he founded, the Platinum Television Group and New Line Media Solutions since 1997. Before that he was a Vice President and Senior Vice President of Intermedia Marketing Solutions, Inc. with responsibility for marketing and media development

BOARD PARTICIPATION

All the nominees who were members of the Board of Directors participated in all four meetings held during FY 2006 and one held since then except that Mr. Scott could not participate in part of one meeting. In addition, on five occasions since January 2006, actions were taken by written consent. All Directors except Mr. Scott attended the 2005 Annual Meeting and all are expected to attend this year's.

CORPORATE GOVERNANCE

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Board of Directors

Our Board has positions for five Directors that are elected annually at the annual meeting of stockholders to hold office for one year and until their successors are duly elected and qualified. Board vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the directors then in office, even if less than a quorum, or by a sole remaining director. The executive officers are appointed by the Board and serve at their discretion. There are no family relationships among the directors or executive officers of NuVim.

All the Directors except Mr. Kundrat are independent as determined in accordance with the rules of the National Association of Securities dealers.

The Board of Directors currently has three standing committees: an Audit Committee, a Compensation Committee and a Corporate Governance and Nominating Committee.

Audit Committee

Our Audit Committee oversees our accounting and financial reporting processes, internal systems of accounting and financial controls, relationships with independent auditors, and audits of financial statements. Specific responsibilities include the following:

- . Selecting, hiring and terminating our independent auditors.
- . Evaluating the qualifications, independence and performance of our independent auditors.
- . Approving the audit and non-audit services to be performed by the independent auditors.
- . Reviewing the design, implementation, adequacy and effectiveness of our internal controls and critical accounting policies.
- . Overseeing and monitoring the integrity of our financial statements and our compliance with legal and regulatory requirements as they relate to financial statements or accounting matters.
- . Together with management and our independent auditors, reviewing any earnings announcements and other public announcements regarding our results of operations.
- . preparing the report that the Securities and Exchange Commission requires in our annual proxy statement.

The Audit Committee is comprised of Mr. Scott, Mr. Moger, and Mr. DeCrescenzo. Mr. Scott is serving as Chairman. The Board has determined all members of the Audit Committee are independent under the rules of the National Association of Securities Dealers. The Board has determined that Mr. Scott and Mr. DeCrescenzo qualify as "audit committee financial experts," as defined by the rules of the Securities and Exchange Commission.

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Compensation Committee

Our Compensation Committee assists our Board of Directors in determining the development plans and compensation of our officers, directors and employees. Specific responsibilities include the following:

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- . Approving the compensation and benefits of our executive officers.
- . Reviewing the performance objectives and actual performance of our officers.
- . Administering our stock option and other equity compensation plans.

Our Compensation Committee is comprised of Messrs. Hodock, Moger, and Scott. Mr. Hodock serves as Chairman. The Board has determined that all members of the Compensation Committee are independent under the rules of the NASD.

Corporate Governance and Nominating Committee

Our Corporate Governance and Nominating Committee assists the Board by identifying and recommending individuals qualified to become members of our Board of Directors, reviewing correspondence from our stockholders, and establishing, evaluating and overseeing our corporate governance guidelines. Specific responsibilities include the following:

- . Evaluating the composition, size and governance of our Board of Directors and its committees and make recommendations regarding future planning and the appointment of directors to our committees.
- . Establishing a policy for considering stockholder nominees for election to our Board of Directors.
- . Evaluating and recommending candidates for election to our Board of Directors; reviewing our corporate governance principles and providing recommendations to the Board regarding possible changes.
- . Reviewing and monitoring compliance with our Code of Ethics and our insider trading policy.

Our Corporate Governance and Nominating Committee is comprised of Messrs. DeCrescenzo, Scott, and Hodock. Mr. DeCrescenzo serves as Chairman. The Board has determined that all members of the Corporate Governance and Nominating Committee are independent.

Corporate Documents

You can obtain corporate governance information from our home page, www.NuVim.com. Copies of the following information can be found on the home page or is available in print to any stockholder who requests it.

- . Our Committee Charters: Audit Committee, Corporate Governance and Nominating Committee, and Compensation Committee.
- . Our Code of Conduct and Business Ethics.

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EXECUTIVE OFFICERS

Our executive officers and directors, including their ages as of March 31, 2007, and certain information about them are set forth below. Our directors serve for terms of one year, or until their successors are elected.

NAME	AGE	POSITION
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Richard P. Kundrat	63	Chairman of the Board, Chief Executive Officer, and

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Chief Financial Officer

BACKGROUND AND BUSINESS EXPERIENCE OF EXECUTIVE OFFICERS

There are no executive officers except Mr. Kundrat who was discussed as a candidate for director. Mr. Young, our Vice President of Operations, resigned as an officer in March 2006, Mr. Vesey, our Chief Financial Officer, resigned in May 2006, and Mr. Sullivan, our Vice President of Sales, resigned at the end of October 2006.

EXECUTIVE COMPENSATION

The following table sets forth certain information concerning total compensation received by our Chief Executive Officer and our other executive officers during the last year for services rendered to NuVim in all capacities.

SUMMARY COMPENSATION TABLE
FOR THE YEAR ENDED DECEMBER 31, 2006

Name and Principal Position (a)	Year (b)	Salary (\$) (c)	Bonus (\$) (d)	Stock Awards (\$) (e)	Option Awards (\$) (f)	Non-Equity Incentive Plan Compensation Earnings (\$) (g)	Non-Qu Def Compe Ear (
Richard Kundrat CEO	2006	225,000	150,750		260,000		
Paul Young VP of Operations	2006	5,650			13,000		
John Sullivan VP of Sales	2006	153,125			78,000		
Michael Vesey CFO	2006	55,207					
Total		438,982	150,750		351,000	-	

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The following table sets forth the equity awards outstanding at the end of 2006.

OUTSTANDING EQUITY AWARDS AT December 31, 2006 YEAR-END

OPTION AWARDS

Number of Securities	Number of Securities	Equity Incentive Plan Awards: Number of Securities	Number of Shares or Units of	Mar Valu Shar Unit
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Name (a)	Underlying Unexercised Options (#) Exercisable (b)	Underlying Unexercised Options (#) Unexercisable (c)	Underlying Unexercised Options (#) (d)	Option Exercise Price (\$) (e)	Option Expiration Date (f)	Stock That Have not Vested (g)	St Th Have Ves (
Richard Kundrat Chair of the Board & CEO	300,000			\$ 1.00	6/21/2015		
		102,500		\$ 1.00	6/21/2015		
	217,500			\$ 0.77	8/4/2015		
		10,000		\$ 1.00	6/21/2015		
	7,500			\$ 1.00	6/21/2015		
	1,000,000			\$ 0.31	7/25/2016		
Paul Young VP of Operations	125,000			\$ 1.00	6/21/2015		
		102,500		\$ 1.00	6/21/2015		
	100,000			\$ 0.77	8/4/2015		
	50,000			\$ 0.31	7/25/2016		
TOTALS	1,800,000	215,000	-	-	-	-	-

Compensation Discussion

The compensation for NuVim's only executive officer is fixed by his contract at \$225,000 per year and provides for a potential bonus based on the attainment of goals set by the Board of Directors. In 2005 and 2006, Mr. Kundrat accepted common stock in lieu of cash for his entire bonus which, in both years, was less than the maximum permitted by his contract. In neither 2005 nor 2006 was he paid all the cash due under his contract. In 2005, almost 25% of his salary was not paid and was, instead, settled in common stock. For 2006, over 60% of his salary has still not been paid.

EMPLOYMENT AGREEMENTS

Each of our officers serves at the discretion of our Board of Directors. In September 2004, we entered into employment agreements with Richard P. Kundrat, our Chairman of the Board and Chief Executive Officer, who also serves as Chief Financial Officer. Mr. Kundrat's base salary is \$225,000 per year. This base salary is subject to increase at the discretion of the Board. Under his employment agreement, Mr. Kundrat is entitled to participate in an annual bonus program, if and when such program is adopted by the Board. His receipt of bonus compensation is within the sole discretion of the Board of Directors, and the Board has the right to alter, amend or eliminate all or any part of any bonus at any time, without compensation. He is also is entitled to participate in all of our employee benefit plans, including any stock plan adopted by the Board that permits participation by executive officers. There is no company-provided health insurance or any similar benefits under their respective agreements. The Board may terminate the agreement at any time for "cause" or in the event of Mr. Kundrat's disability or death. If the agreement is terminated without "cause," he is entitled to one year's base salary, in addition to any other accrued benefits which have been earned or become payable as of the date of the termination. In the event that the agreement is terminated because of death or disability, we will continue to pay Mr. Kundrat's full salary through the end of the month in which his period of employment ends, together with any benefits

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which have been earned or become payable as of the termination date. As part of this agreement, he has signed a nondisclosure, developments and nonsolicitation agreement, in which he agrees, among other things, to protect our confidential information, not to solicit our employees, and not to breach any agreements with third parties.

Securities authorized for issuance under equity compensation plans

The equity compensation reported in this section has been and will be issued pursuant to individual compensation contracts and arrangements with employees, directors, consultants, advisors, vendors, suppliers, lenders and service providers. The equity is reported on an aggregate basis as of December 31, 2006. Our security holders have not approved the compensation contracts and arrangements underlying the equity reported.

Directors' Compensation

Prior to our initial public offering in June of 2005 we have never paid cash compensation to our directors, but directors have, from time to time, received shares of common stock and option grants. Under the 2005 Directors Stock Option Plan, which became effective upon the closing of the initial public offering, each director received an option to purchase 10,000 shares of common stock, which vests and becomes exercisable over three years in equal installments. Each director also received 7,500 for their first year of service, and is eligible to receive an option to purchase an additional 7,500 shares in each year of service thereafter. Each director also receives an option to purchase an additional 500 shares for each committee on which that director serves, except that each year the chairman of the Audit Committee receive an option to purchase 4,000 shares and the chairmen of the Compensation Committee and the Corporate Governance and Nominating Committee each receive an annual option to purchase 2,000 shares as compensation for their services as chairman of the committees. The annual options become immediately vested and exercisable.

Under the 2006 Employee Stock Option Plan, each outside director receives an annual option to purchase 50,000 shares. The 2006 options were granted at a per share price of \$0.35. In addition, each independent director receives 10,000 for serving on one of the three board committees. In 2006, a total of 90,000 shares were issued at a per share price of \$0.31 under this provision.

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The following table summarizes Director compensation during 2006:

DIRECTOR COMPENSATION

FOR THE YEAR ENDED DECEMBER 31, 2006

Name (a)	Fees Earned or Paid in Cash (\$) (b)	Stock Awards (\$) (c)	Option Awards (\$) (d)	Non-Equity Incentive Plan Compensation (\$) (e)	Non-Qualified Deferred Compensation Earnings (\$) (f)	All Other Compens (\$) (g)
Stanley Moger			18,700			
Peter V. Decrescenzo			18,700			
Douglas Scott			21,300			

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Calvin Hodock			18,700			
2006 TOTALS	-	-	77,400	-	-	-

Non-employee directors are reimbursed for their reasonable out-of-pocket expenses incurred in attending meetings of the Board of Directors.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM:

WithumSmith+Brown, P.C. of Somerville, New Jersey, have served as auditors during 2006. The Audit Committee and the Board have not yet selected our auditor for 2007. They are not expected to attend the Annual Meeting, and have not asked for an opportunity to address the shareholders.

The following table sets forth fees billed to the Company by the Company's independent auditors for the year ended December 31, 2006 and December 31, 2005 for (i) services rendered for the audit of the Company's annual financial statements and the review of the Company's quarterly financial statements and also includes related fees for all SEC filings, (ii) services rendered that are reasonably related to the performance of the audit or review of the Company's financial statements that are not reported as Audit Fees, and (iii) services rendered in connection with tax preparation, compliance, advice and assistance. The Board pre-approved all services rendered by the Company's independent auditors.

Independent Registered Public Accounting Firm Fees and Services

For the fiscal year ended	December 31, 2006	December 31, 2005
Audit Fees	174,645	\$ 98,480
Audit - Related Fees	---	---
Tax Fees	10,575	13,395
Total Fees	\$ 185,220	\$ 111,875

STOCK PERFORMANCE CHART

[CHART APPEARS HERE]

	High Bid	Low Bid
2007		
First Quarter	\$ 0.55	\$ 0.13
Second Quarter (through April 10, 2006)	\$ 0.60	\$ 0.43
2006		
First Quarter	\$ 0.70	\$ 0.50
Second Quarter	\$ 0.53	\$ 0.27
Third Quarter	\$ 0.40	\$ 0.16
Fourth Quarter	\$ 0.32	\$ 0.16
2005		
First Quarter	N/A	N/A
Second Quarter	N/A	N/A
Third Quarter	\$ 1.00	\$ 0.48
Fourth Quarter	\$ 0.68	\$ 0.33

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CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

Before he was elected in May, 2006, Mr. Scott's production company, Platinum Television Group, engaged in two transactions with NuVim. In 2005, NuVim paid Platinum a total of \$19,700 for advertising production services. In 2006, NuVim issued 248,581 shares of common stock, valued at \$87,000, to Platinum for TV production and placement services and the purchase of broadcast time. Management believes that the price for the services delivered was in line with industry standards.

During 2006, Mr. Kundrat, our CEO, advanced the Company working capital funds in anticipation of the receipt of funds from the sale of the State of New Jersey Tax losses. A total of \$160,000 was advanced in increments beginning in August and ending in December when the advances were fully repaid. The officer was also paid approximately \$1,600 in interest that was accrued at 8% and will be paid approximately \$4,000 to reimburse him for his tax expense resulting from the source of the funds and the timing of repayment.

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AGENDA ITEM 2 APPROVAL OF THE 2007 EMPLOYEE STOCK OPTION PLAN

Prior to our initial public offering of common stock and warrants, we had adopted several stock option plans to encourage NuVim's employees and key consultants to perform better by linking their interests to those of the stockholders through equity based incentives. In 2006, we adopted the 2006 Employee Stock Option Plan. Almost all the shares available for issuance under those plans have been committed. Stock Options are a key aspect of NuVim's compensation program and are designed to attract, retain, and motivate the highly qualified individuals required by our business plan. The 2007 Employee Stock Option Plan (the "2007 Plan") meets both needs. All of the Company's employees are eligible to participate in the plan.

The affirmative votes of a majority of the common shares that are voted are necessary to approve the 2007 Plan.

Our Board recommends a vote FOR the adoption of the 2007 Employee Stock Option Plan

At its March 2007 meeting, the Directors proposed to adopt the 2007 Plan to make common stock options available to key executives, employees, advisors, and consultants.

The number of shares subject to the plan shall be 2,000,000 shares. It authorizes grants to employees and consultants. No provision is made for automatic grants to Directors.

No aspect of the 2007 Plan affects the Company's directors or executive officers except that the executive officers are eligible to receive grants under the 2007 Plan.

Approval of the Plan requires the affirmative vote of the holders of a majority of the shares of common stock, casting one vote each.

A copy of the 2007 Plan, with these amendments indicated therein, is included in this Information Statement as Exhibit A and the description below is qualified in its entirety by reference to the 2006 Plan.

Number of Options Authorized - The 2007 Plan reserves 2,000,000 shares of the Company's Common Stock for the issuance of options under the 2007 Plan.

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The 2007 Plan Administration - The Compensation Committee of the Board of Directors will administer the 2007 Plan. If no Compensation Committee is designated, the Board of Directors shall administer the Plan.

Term and Amendment of the 2007 Plan - The 2007 Plan was effective as of March 9, 2007, but is subject to approval by the Stockholders the 2007 Annual Meeting. No Options may be granted on or after March 9, 2017. The Board of Directors may suspend or terminate the 2007 Plan at any time and it shall terminate when all the shares reserved for options have been purchased. The Board may amend the Plan as it deems necessary and intends to make any amendments necessary to comply with changes in the Income Tax or Securities Laws of the United States or the State of its incorporation.

Stock Option Award - Stock options awarded may be either Qualified under Section 442 of the Internal Revenue Code or are Non-Qualified because they fall outside Section 442's requirements. The options generally expire 10 years after the date of grant and are not all available for exercise immediately upon grant. The exercise price of the options may not be less than the fair market value on the date of grant. The 2007 Plan provides that the Committee for any reason, including complying with state and Federal securities laws, may restrict the transfer of Stock Options. The Stock Option Certificate utilized by the Committee restricts transfer of the Option and allows exercise after termination under limited circumstances.

Adjustments - After the common stock consolidation proposed at this 2007 Annual Meeting, the number of shares reserved for the exercise of Options and, at all times, the number of shares for which an Option is outstanding shall be adjusted by the Board in an equitable manner to reflect any change in the capitalization of the Company, including, among other things, stock dividends and stock splits.

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Federal Income Tax Consequences - The granting of Qualified Stock Options or Nonqualified Stock Options does not result in immediate taxable income to the optionee.

The exercise of a Qualified Stock Option will not result in taxable income to the optionee if the optionee does not dispose of the stock within two years of the date the option was granted and one year after the option is exercised. If these requirements are met, any gain realized by the optionee will be taxed as a long-term capital gain. The Company will not receive a tax deduction for the resulting gain. If these holding periods are not met, the option will be treated generally as a nonqualified Stock Option for tax purposes.

The exercise of a Nonqualified Stock Option award will result in taxable income to the optionee. The amount by which the market price exceeds the exercise price would be taxable as ordinary income. Income tax obligations may be met either through cash payments at the time of exercise or through share withholding. At the discretion of the Committee, options may be allowed to elect to defer the receipt of the taxable shares resulting from the exercise. If this election is made, the optionee will be liable for the taxes on the full value of the shares plus any accumulated dividends at their value upon distribution. The Company will receive a tax deduction for the compensation that corresponds to the compensation gain.

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AGENDA ITEM 3 OTHER MATTERS

Your Board of Directors knows of no other matters to be brought before the Annual Meeting, but if other matters properly come before the meeting, the votes cast by Messrs. Kundrat and Moger as proxies will probably constitute a majority of the votes that may be cast by the common stock and thus determine the outcome of any vote on a new matter.

STOCKHOLDER PROPOSALS FOR THE 2008 ANNUAL MEETING

Nominations for director and Stockholder proposals relating to the Company's 2007 Annual Meeting must be received by the Company at its principal executive offices, 12 North State Route 17, Paramus New Jersey 07652, Attention: CEO, no later than February 24th, 2008.

EXPENSES OF MEETING

The Company will bear the expenses in preparing, printing, and mailing the Information Statement and Annual Reports for FY 2005 and FY 2006 on Form 10-KSB to the stockholders. The cost of soliciting the proxies on behalf of our Board in connection with this meeting is estimated to be about \$1,500. Our employees, officers, and directors may also solicit proxies. We will reimburse brokerage houses and other custodians, nominees, and fiduciaries for their reasonable out-of-pocket expenses for forwarding proxy and solicitation materials to the owners of common stock.

Your Board of Directors is asking you for a proxy and urging you to vote FOR the election of all five nominees for directors and FOR the adoption of the 2007 Employee Stock Option Plan.

By Order of the Board of Directors,

Mark Alan Siegel
Secretary of the Company

Dated: April 27, 2007

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EXHIBIT A

NUVIM, INC.

2007 STOCK OPTION PLAN

SECTION 1 PURPOSE

The purpose of this Plan is to promote the interests of NuVim, Inc. (the "Company") by granting Options to purchase Stock to Key Employees, Independent Advisors, and Key Consultants in order to (a) attract and retain Key Employees, Independent Advisors, and Key Consultants; (b) provide an additional incentive to each Key Employee and Key Consultant to work to increase the value of the Stock; and (c) provide each Key Employee, Independent Advisor, and Key Consultant with a stake in the future of the Company which corresponds to the stake of the Company's stockholders.

SECTION 2 DEFINITIONS

Each term set forth in this Section 2 shall have the meaning set forth opposite such term for purposes of this Plan and for any Option granted under this Plan. For purposes of such definitions, the singular shall include the

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plural and the plural shall include the singular. Unless otherwise expressly indicated, all Section references herein shall be construed to mean references to a particular Section of this Plan.

2.1 Board means the Board of Directors of the Company.

2.2 Change of Control means any of the following:

(i) the acquisition, other than from the Company, by any individual, entity or group (within the meaning of Section 13(d) or 14(d)(2) of the Securities Exchange Act of 1934, as amended from time to time) (the "Exchange Act"), of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 15% or more of either (A) the then outstanding shares of Stock (the "Outstanding Company Common Stock") or (B) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Company Voting Securities"); provided, however, that any acquisition by (x) the Company or any of its subsidiaries, or any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its subsidiaries or (y) any corporation with respect to which, following such acquisition, more than 50% of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Company Voting Securities immediately prior to such acquisition in substantially the same portion as their ownership, immediately prior to such acquisition of the Outstanding Company Common Stock and Company Voting Securities, as the case may be, shall not constitute a change in control of the Company; or

(ii) individuals who, as of January 31, 2006, constitute the Board of Directors of the Company (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board, provided that any individual becoming a director subsequent to January 31, 2006, whose election or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then comprising the incumbent Board shall be considered as though such individual was elected prior to January 31, 2006, even if his initial assumption of office is in connection with an actual or threatened election contest relating to the election of the Directors of the Company (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act); or

(iii) approval by the shareholders of the Company of a reorganization, merger or consolidation (a "Business Combination"), in each case, with respect to which all or substantially all of the individuals and entities who were the respective beneficial owners of the Outstanding Company Common Stock and Company Voting

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Securities immediately prior to such Business Combination do not, following such Business Combination, beneficially own, directly or indirectly, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination in substantially the same proportion as their

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ownership immediately prior to such Business Combination or the Outstanding Company Common Stock and Company Voting Securities, as the case may be; or

(iv) (A) a complete liquidation or dissolution of the Company or a (B) sale or other disposition of all or substantially all of the assets of the Company other than to a corporation with respect to which, following such sale or disposition, more than 50% of, respectively, the then outstanding shares of common stock and the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors is then owned beneficially, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Company Voting Securities immediately prior to such sale or disposition in substantially the same proportion as their ownership of the Outstanding Company Common Stock and Company Voting Securities, as the case may be, immediately prior to such sale or disposition.

2.3 Code means the Internal Revenue Code of 1986, as amended.

2.4 Committee means the committee of Non-Employee Directors appointed by the Board to administer this Plan as contemplated by Section 5.

2.5 Company means NuVim, Inc., a Delaware corporation, and any successor to this corporation.

2.6 Exchange Act means the Securities Exchange Act of 1934, as amended.

2.7 Fair Market Value in respect of the Stock on any day means (a) if the principal market for the Stock is a national securities exchange, the average between the high and low sales prices of the Stock on such day as reported by such exchange or on a consolidated tape reflecting transactions on such exchange; (b) if the principal market for the Stock is not a national securities exchange and the Stock is quoted on The NASDAQ Stock Market ("NASDAQ"), and (i) if actual sales price information is available with respect to the Stock, then the average between the high and low sales prices of the Stock on such day on NASDAQ, or (ii) if such information is not available, then the average between the highest bid and lowest asked prices for the Stock on such day on NASDAQ; or (c) if the principal market for the Stock is not a national securities exchange and the Stock is not quoted on NASDAQ, then the average between the highest bid and lowest asked prices for the Stock on such day as reported by The Nasdaq Bulletin Board, or a comparable service; provided that if clauses (a), (b) and (c) of this Paragraph are all inapplicable, or if no trades have been made or no quotes are available for such day, then the fair market value of the Stock shall be determined by the Committee by any method consistent with applicable regulations adopted by the Treasury Department relating to stock options. The determination of the Committee shall be conclusive in determining the fair market value of the stock.

2.8 For cause, when used in connection with termination of a grantee's employment, shall have the meaning set forth in any then-effective employment agreement between the grantee and the Company or Subsidiary. In the absence of such an employment agreement, "for cause" means: (a) charge or conviction of a felony or any other crime (whether or not involving the Company or a Subsidiary); (b) engaging in any substantiated act involving moral turpitude; (c) the continual or frequent possession by grantee of an illegal substance or abuse by the grantee of a controlled substance or alcohol resulting in a pattern of behavior disruptive to the business operations of the Company or a Subsidiary; (d) engaging in any act which, in each case, subjects, or if generally known would subject, the Company or a Subsidiary to public ridicule or

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embarrassment; (e) any action by the grantee which constitutes dishonesty relating to the Company or a Subsidiary, a willful violation of law (other than traffic and similar minor offenses) or a fraud against the Company or a Subsidiary; (f) material violation of the Company's or a Subsidiary's written policies, including, without limitation, those relating to sexual harassment or the disclosure or misuse of confidential information; (g) misappropriation of the Company's or a Subsidiary's funds or assets by the grantee for personal gain; or (h) serious neglect or misconduct in the performance of the grantee's duties for the Company or a Subsidiary or willful or repeated failure or refusal to perform such duties; in each case determined by the Committee, which determination shall be final, binding and conclusive.

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2.9 Independent Advisor shall mean any person appointed to the Company's Advisory Committee by the Board.

2.10 Insider shall mean an employee who is, at the time of an award made under this Plan, an insider pursuant to Section. 16 of the Exchange Act.

2.11 ISO means any option granted under this Plan to purchase Stock which satisfies the requirements of Section 422 of the Code. Any Option that is not specifically designated as an ISO shall under no circumstances be considered an ISO.

2.12 Key Consultant means any consultant or independent contractor of the Company or a Subsidiary (other than a Non-Employee Director) or any such consultant or contractor who is a Non-Employee Director and who serves as such a consultant or contractor pursuant to a written agreement with the Company which has been approved by the Board, in either case who, in the judgment of the Committee, acting in its absolute discretion, is a key to the success of the Company or a Subsidiary.

2.13 Key Employee means any employee of the Company or a Subsidiary, who, in the judgment of the Committee acting in its absolute discretion, is a key to the success of the Company or a Subsidiary.

2.14 Non-Employee Director means any member of the Board of Directors of the Company qualified as such under SEC Rule 16b-3(b)(3)(i) under the Exchange Act, or any successor rule.

2.15 Non-ISO means any option granted under this Plan to purchase stock that fails to satisfy the requirements of Section 422 of the Code or has been specifically denominated as a non-ISO by the Committee as of the time the option is granted.

2.16 Option means an ISO or a Non-ISO.

2.17 Option Certificate means the written agreement or instrument which sets forth the terms of an Option granted to a Key Employee, Independent Advisor, Key Consultant, or Outside Director under this Plan.

2.18 Option Price means the price which shall be paid to purchase one share of stock upon the exercise of an Option granted under this Plan.

2.19 Outside Director means any member of the Board of Directors of the Company who is not employed by the Company, regardless of whether such person qualifies as a Non-Employee Director.

2.20 Parent Corporation means any corporation which is a parent corporation of the Company within the meaning of Section 424(e) of the Code.

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2.21 Plan means this NuVim, Inc. 2007 Employee Stock Option Plan, as amended from time to time.

2.22 Principal Officer means the Chairman of the Board (if the Chairman of the Board is a payroll employee), the Chief Executive Officer, the President, any Executive Vice President, any Senior Vice President, any Vice President, the Chief Financial Officer, and the Treasurer of the Company and any other person who is an "officer" of the Company as that term is defined in SEC Rule 16a-1(f) under the Exchange Act or any successor rule there under.

2.23 Securities Act means the Securities Act of 1933, as amended.

2.24 SEC means the Securities Exchange Commission.

2.25 Stock means the Common Stock, \$.00001 par value per share, of the Company.

2.26 Subsidiary means any corporation that is a subsidiary corporation of the Company within the meaning of Section 424(f) of the Code.

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2.27 Ten Percent Shareholder means a person who owns after taking into account the attribution rules of Section 424(d) of the Code more than ten percent (10%) of the total combined voting power of all classes of stock of the Company, a Subsidiary or a Parent Corporation.

SECTION 3. SHARES SUBJECT TO OPTIONS

There shall be 2,000,000 shares of Stock reserved for issuance in connection with ISOs and Non-ISOs granted under this Plan. Shares of Stock shall be reserved to the extent that the Company deems appropriate from authorized but unissued shares of Stock and from shares of Stock which have been reacquired by the Company. Any shares of Stock subject to an Option which remain after the cancellation, expiration, or exchange of that Option for another Option thereafter shall again become available for use under this Plan.

SECTION 4. EFFECTIVE DATE

The effective date of this Plan shall be March 8, 2007, subject to approval by the stockholders of the Company acting at a duly called meeting of stockholders or acting by unanimous written consent in lieu of a meeting, provided the stockholder approval occurs within twelve (12) months after the date the Board approves and adopts this Plan.

SECTION 5. COMMITTEE

(a) The Compensation Committee, consisting solely of not less than two (2) Non-Employee Directors, shall administer this Plan. The members of the Committee shall be appointed by, and serve at, the pleasure of the Board. To the extent required for transactions under the Plan to qualify for the exemptions available under Rule 16b-3 promulgated under the Exchange Act, all actions relating to awards to persons subject to Section 16 of the Exchange Act shall be taken by the Committee (as defined below). In addition, to the extent required for compensation realized from awards under the Plan to be deductible by the Company pursuant to Section 162(m) of the Code, all actions relating to awards to persons subject to Section 162(m) of the Code shall be taken by the Committee (as defined below).

(b) The Committee acting in its absolute discretion shall exercise

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all powers and take any action as expressly called for under this Plan. Furthermore, the Committee shall have the power to interpret this Plan and to take any other action in the administration and operation of this Plan as the Committee deems equitable under the circumstances, which action shall be binding on the Company, on each affected Key Employee, Key Consultant, Independent Advisor and on each other person directly or indirectly affected by that action.

SECTION 6. ELIGIBILITY

Only Key Employees, Key Consultants, Independent Advisors, and Non-Employee Directors shall be eligible for the grant of Options under this Plan.

SECTION 7. GRANT OF OPTIONS

7.1 Committee Action. The Committee, acting in its absolute discretion, shall grant Options to Key Employees and Key Consultants under this Plan from time to time to purchase shares of Stock. The Committee shall determine the number of shares subject to Options granted to each Independent Advisor. In addition, the Committee shall have the right to grant new Options in exchange for outstanding Options. Options shall be granted to Outside Directors as provided in Section 7.3 of this Plan. Each grant of an Option shall be evidenced by an Option Certificate, and each Option Certificate shall:

- (a) specify whether the Option is an ISO or Non-ISO; and
- (b) incorporate such other terms and conditions as the Committee, acting in its absolute discretion deems consistent with the terms of this Plan, including, without limitation, a limitation on the number of shares subject to the Option which first became exercisable or subject to surrender during any particular period.

If the Committee grants an ISO and a Non-ISO to a Key Employee on the same date, the right of the Key Employee to exercise or surrender one of these Options shall not be conditioned on his or her failure to exercise or surrender the other Option. In connection with the termination for any reason of employment by or service to the Company or any Subsidiary

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of any particular holder of any Option, the Committee may, in its discretion, determine to accelerate the time that Option first becomes exercisable during any particular period as provided in the related Option Certificate; provided, however, that the Committee may not extend any period with respect to any shares of Stock subject to that Option. The Committee may also, in its discretion, condition the grant of an ISO or a Non-ISO upon the acceptance by a Key Employee, Independent Advisor, or Key Consultant of one or more modifications to outstanding options, including but not limited to, forfeiture of all profits if the Key Employee provides services to a competitor within a reasonable time as determined in the discretion of the Committee or the improper disclosure of the Company's confidential or proprietary information.

7.2 \$100,000 Limitation. To the extent that the aggregate Fair Market Value of the stock with respect to which ISOs and other incentive stock options satisfying the requirements of Section 422 of the Code granted to a Key Employee under this Plan and under any other stock option plan adopted by the Company, a Subsidiary, or a Parent Corporation first become exercisable in any calendar year exceeds \$100,000 (based upon the Fair Market Value on the date of the grant), such Options shall be treated as Non-ISOs.

SECTION 8. OPTION PRICE

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The Option Price for each share of Stock subject to an ISO shall not be less than the Fair Market Value of a share of Stock on the date the Option is granted. If the Option is an ISO and the Key Employee is a Ten Percent Shareholder, the Option Price for each share of Stock subject to that Option shall not be less than 110% of the Fair Market Value of a share of Stock on the date the Option is granted. The Option Price shall be payable in full upon the exercise of any Option, and an Option Certificate at the discretion of the Committee (except for an Option granted to a Non-Employee Director) may provide for the payment of the Option Price either in cash or in Stock acceptable to the Committee or in any combination of cash and Stock acceptable to the Committee. Any payment made in Stock shall be treated as equal to the Fair Market Value of that Stock on the date the properly endorsed certificate for such Stock is delivered to the Committee.

SECTION 9. EXERCISE PERIOD

(a) Each Option granted under this Plan shall be exercisable in whole or in part at such time or times as set forth in the related Option Certificate, but no Option Certificate shall provide that:

(1) an Option is exercisable before the date such Option is granted, or

(2) an Option is exercisable after the date which is the tenth anniversary of the date such Option is granted.

If an option that is an ISO is granted to a Key Employee who is a Ten Percent Shareholder, the Option Certificate shall provide that the Option is not exercisable after the expiration of five years from the date the Option is granted. An Option Certificate may provide for the exercise of an Option after the employment of a Key Employee or service by an Independent Advisor or Key Consultant has terminated for any reason whatsoever, including death or disability. In connection with the termination for any reason of employment by or service to the Company or any Subsidiary of any particular holder of any Option, the Committee may, in its discretion, determine to extend the period during which that Option may be exercised as provided in the related Option Certificate; provided, however, that no extension shall permit an Option to be exercised beyond the date specified in paragraph (b) of this Section or the date applicable to Options granted to a Ten Percent Shareholder, as the case may be.

(b) Notwithstanding any other provision of this Section, upon a Change of Control each Option granted under this Plan prior to that Change of Control shall immediately become exercisable to the full extent of the original grant and, in the case an Option held by a Key Employee shall remain exercisable for three months (or such longer period as specified in the particular Option with regard to all or any shares of Stock covered by such Option) after any termination of employment of that Key Employee.

SECTION 10. TRANSFERABILITY

The Committee shall impose any restrictions on the transfer of options granted under the Plan as it may deem advisable, including, without limitation, restrictions deemed necessary or advisable under applicable federal securities laws, under the requirements of any stock exchange or market upon which Stock is then listed in or traded, and under any Blue Sky or state securities laws applicable to such Stock. Upon request of any person receiving an award of an Option

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under the Plan, the Committee may, in its sole and absolute discretion, determine to remove any transfer restriction originally imposed and may, in connection with the removal of such transfer restriction, impose such conditions (including restrictions on further transfers of the Option or upon transfers of the Stock upon exercise of the Option) as the Committee, in its discretion, may deem advisable, including, without limitation, restrictions deemed by the Committee to be necessary or advisable in order to comply with applicable federal and state securities laws or the requirements of any stock exchange or market upon which the Stock is then listed or traded. Subject to its authority to impose any conditions on further transfers, the Committee shall authorize the transfer of Options for bona fide estate planning purposes or for contributions to qualified charities or charitable trusts.

SECTION 11. SECURITIES REGISTRATION AND RESTRICTIONS

Each Option Certificate shall provide that, upon the receipt of shares of Stock as a result of the exercise or surrender of an Option, the Key Employee, Key Consultant, Independent Advisor shall, if so requested by the Company, hold those shares of Stock for investment and not with a view toward resale or distribution to the public and, if so requested by the Company, shall deliver to the Company a written statement to that effect satisfactory to the Company. Each Option Certificate shall also provide that, if so requested by the Company, the Key Employee, Key Consultant, Independent Advisor shall represent in writing to the Company that he or she will not sell or offer to sell any of these shares of Stock unless a registration statement shall be in effect with respect to that Stock under the Securities Act and any applicable state securities law or unless he or she shall have furnished to the Company an opinion, in form and substance satisfactory to the Company, of legal counsel acceptable to the Company, that registration is not required. Certificates representing the Stock transferred upon the exercise or surrender of an Option granted under this Plan may, at the discretion of the Company, bear a legend to the effect that this Stock has not been registered under the Securities Act or any applicable state securities law and that this Stock may not be sold or offered for sale in the absence of (i) an effective registration statement as to this Stock under the Securities Act and any applicable state securities law or (ii) an opinion, in form and substance satisfactory to the Company, of legal counsel acceptable to the Company, that registration is not required. Furthermore, the Company shall have the right to require a Key Employee, Key Consultant, Independent Advisor to enter into any stockholder or other related agreements as the Company deems necessary or appropriate under the circumstances as a condition to the issuance of any Stock under this Plan to a Key Employee, Key Consultant, Independent Advisor.

SECTION 12. LIFE OF PLAN

No Option shall be granted under this Plan on or after the earlier of

(a) the tenth anniversary of the original effective date of this Plan as determined under Section 4; provided, however, that after that anniversary this Plan otherwise shall continue in effect until all outstanding Options have been exercised in full or no longer are exercisable, or

(b) the date on which all of the Stock reserved under Section 3 of this Plan has, as a result of the exercise of Options granted under this Plan, been issued or no longer is available for use under this Plan, in which event this Plan also shall terminate on that date.

SECTION 13. ADJUSTMENT

The number of shares of Stock reserved under Section 3 of this Plan, the

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number of shares of Stock to be granted from time to time pursuant to Section 7.3 of this Plan (if permitted by the exemption in Rule 16b-3 under the Exchange Act or any successor rule), the number of shares of Stock that may be granted pursuant to Section 5 of this Plan by the Committee to any single Key Employee or Key Consultant, and the number of shares of Stock subject to Options granted under this Plan and the Option Price of such Options shall be adjusted by the Board in an equitable manner to reflect any change in the capitalization of the Company, including, but not limited to, stock dividends, stock consolidations, or stock splits. Furthermore, the Board shall have the right to adjust in a manner which satisfies the requirements of Section 424(a) of the Code the number of shares of Stock reserved under Section 3 of this Plan and the number of shares subject to Options granted under this Plan and the Option Price of such Options in the event of any corporate transaction described in Section 424(a) of the Code that provides for the substitution or assumption of these Options. If any adjustment under this Section 13 would create a fractional share of Stock or a right to acquire a fractional share of Stock, any fractional share shall be disregarded and the number of shares of Stock reserved under this Plan and the number subject to any Options granted under this Plan shall be the next lower number of shares of Stock, rounding all fractions downward. An

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adjustment made under this Section 13 by the Board shall be conclusive and binding on all affected persons and, further, shall not constitute an increase in "the number of shares reserved under Section 3" within the meaning of Section 15(a) of this Plan.

SECTION 14. SALE OR MERGER OF THE COMPANY

If the Company agrees to sell all or substantially all of its assets for cash or property or for a combination of cash and property or agrees to any merger, consolidation, reorganization, division, or other corporate transaction in which Stock is converted into another security or into the right to receive securities or property and the agreement governing the transaction does not provide for the assumption or substitution of the Options granted under this Plan, each then outstanding Option, at the direction of the Board, may be canceled unilaterally by the Company as of the effective date of that transaction in exchange for a payment in cash or Stock, or in a combination of cash and Stock, equal in amount to the excess of the Fair Market Value on that date of the shares represented by the canceled Options over the Option Price for such shares.

SECTION 15. AMENDMENT OR TERMINATION

This Plan may be amended by the Board from time to time to the extent that the Board deems necessary or appropriate; provided, however, that no such amendment shall be made absent the approval of the stockholders of the Company (a) to increase the aggregate number of shares reserved under Section 3, (b) to change the class of persons eligible for Options under Section 6 or (c) to materially modify the requirements as to eligibility for participation in this Plan, (d) to otherwise materially increase the benefits accruing under this Plan to Plan participants if such approval would be required in order for the Company to comply with applicable law or the rules or regulations of any stock exchange or market on which the Stock is traded or listed. The Board also may suspend the granting of Options under this Plan at any time and may terminate this Plan at any time; provided, however, that the Company shall not have the right to unilaterally cancel or, in a manner which would materially adversely affect the holder, amend or modify any Option granted before such suspension or termination unless (i) the Key Employee, Key Consultant, Independent Advisor previously consents in writing to that modification, amendment, or cancellation or (ii) there is a dissolution or liquidation of the Company or a transaction described

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in Section 13 or Section 14 of this Plan.

It is the intention of the Company that the Plan shall comply with the conditions of Rule 16b-3 of the Exchange Act, as that Rule may from time to time be amended. The Board shall have the authority, without the approval of the stockholders, to amend the Plan from time to time to include any conditions, terms or other provisions which may be required to be set forth in a plan in order for transactions by directors or officers to be exempt under Rule 16b-3 of the Exchange Act or any successor exemption.

SECTION 16. CHANGE OF CONTROL

Notwithstanding any other provision of the Plan, upon a Change of Control each Option granted under this Plan prior to that Change of Control shall immediately become exercisable to the full extent of the original grant and shall remain exercisable for three months (or such longer period as specified in the particular Option with regard to all or any shares of Stock covered by such Option) after (i) any termination of employment of any Key Employee; or (ii) resignation or removal of any Outside Director from the Company's Board of Directors.

SECTION 17. MISCELLANEOUS

17.1 No Stockholder Rights. No Key Employee, Key Consultant, or Independent Advisor shall have any rights as a stockholder of the Company as a result of the grant of an Option to him or to her under this Plan or his or her exercise or surrender of that Option pending the actual delivery of Stock subject to that Option to any Key Employee, Key Consultant, or Independent Advisor.

17.2 No Contract of Employment. The grant of an Option to a Key Employee, Key Consultant, Independent Advisor under this Plan shall not constitute a contract of employment or consulting or right to continue to serve on the Company's Board of Directors and shall not confer on a Key Employee, Key Consultant, Independent Advisor any rights upon his or her termination of employment or service in addition to those rights, if any, expressly set forth in the Option Certificate which evidences his or her Option.

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17.3 Withholding. The exercise or surrender of any Option granted under this Plan shall constitute a Key Employee's full and complete consent to whatever action the Committee elects to satisfy the federal and state tax withholding requirements, if any, which the Committee in its discretion deems applicable to that exercise or surrender.

17.4 Governing Law and Construction. All rights and obligations under this Plan and the Option Certificates shall be construed and interpreted with the laws of the State of New York, without giving effect to the principles of conflict of laws.

17.5 Indemnification. In addition to any other rights of indemnification as they may have as directors or as members of the Committee, the members of the Committee shall be indemnified by the Company against all reasonable expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal therein, to which they or any of them may be a party by reason of any action taken by them as directors or members of the Committee and against all amounts paid by them in settlement thereof (provided such settlement is approved by the Board) or paid by them in satisfaction of a judgment in any action, suit or proceeding, except in relation to matters as to

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which it shall be adjudged in such action, suit or proceeding that the director or Committee member is liable for gross negligence or willful misconduct in the performance of his or her duties. To receive this indemnification, a director or Committee member must first offer in writing to the Company the opportunity, at its own expense, to defend that action, suit or proceeding.

The Company, the Board, and the Committee shall not be required to give any security or bond for the performance of any obligation that may be created by the Plan.

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ANNUAL MEETING OF STOCKHOLDERS OF

NUVIM, INC.

May 17, 2007

Please date, sign and mail your proxy card in the envelope provided as soon as possible.

| Please detach along perforated line and mail in the envelope provide

THE BOARD OF DIRECTORS RECOMMENDS A VOTE "FOR" THE ELECTION OF DIRECTORS AND "FO
PLEASE SIGN, DATE AND RETURN PROMPTLY IN THE ENCLOSED ENVELOPE. PLEASE MARK YOUR VOTE IN BLUE

1. Election of Directors:

- FOR ALL NOMINEES
 - WITHHOLD AUTHORITY FOR ALL NOMINEES
 - FOR ALL EXCEPT (See instructions below)
- NOMINEES:
- Richard P. Kundrat
 - Peter DeCrescenzo
 - Doug Scott
 - Calvin L. Hodock
 - Stanley H. Moger

2. Approval of the 2007 Employee Stock Option Plan

This proxy is solicited on behalf of Company. This proxy, when properly accordance with the instructions given given, this proxy will be voted "FOR" "FOR" proposal 2.

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INSTRUCTION: To withhold authority to vote for any individual nominee(s), mark "FOR ALL EXCEPT" and fill in the circle next to each nominee you wish to withhold, as shown here: []

To change the address on your account, please check the box at right and indicate your new address in the address space above. Please [] note that changes to the registered name(s) on the account may not be submitted via this method.

Signature of Stockholder _____ Date: _____ Signature of Stockholder _____

Note: Please sign exactly as your name or names appear on this Proxy. When shares are held jointly, both parties must sign. When signing as executor, administrator, attorney, trustee or guardian, please attach a copy of the will, letters testamentary or other authority. If signer is a corporation, please sign full corporate name by duly authorized officer or officer in charge. If signer is a partnership, please sign in partnership name by authorized person.

NUVIM, INC.

ANNUAL MEETING OF STOCKHOLDERS TO BE HELD ON MAY 17, 2007
THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned hereby appoints Richard P. Kundrat and Stanley H. Moger as proxies, each with full power of substitution, to represent and vote as designated on the reverse side, all the shares of Common Stock of Nuvim, Inc.

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held of record by the undersigned on April 12, 2007, at the Annual Meeting of Stockholders to be held at the Company's headquarters located at 12 Route 17 North, Paramus, NJ 07652, on May 17, 2007, or any adjournment or postponement thereof.

(Continued and to be signed on the reverse side)