

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

In re:	§	
	§	Case No. 14-70427
AZIZ CONVENIENCE STORES, L.L.C.,	§	
	§	Chapter 11
Debtor.	§	

PLAN OF REORGANIZATION AND RELATED DISCLOSURE STATEMENT

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Article 1
INTRODUCTION

The Debtor proposes the following plan of reorganization (this “Plan”) for the resolution of outstanding Claims against, Interests in, and Expenses incurred by the Debtor. The Debtor is the proponent of this Plan (the “Plan Proponent”) within the meaning of Bankruptcy Code § 1129.

As discussed herein in greater detail, during this Bankruptcy Case, the Debtor sold substantially all of its assets – generating sufficient proceeds to pay all secured creditors’ claims. This Plan proposes to distribute the remaining proceeds to pay administrative expense claimants, unsecured creditors, and equity interest holders. The Debtor anticipates that there remains sufficient available cash to pay administrative expense claims in full and pay unsecured creditors the full amount of their pre-petition claims. The remainder of the Debtor’s assets shall be transferred into a new entity to be established for the benefit of the Debtor’s pre-petition equity interest holders.

This document also encompasses the disclosure statement (the “Disclosure Statement”) with respect to the Plan. No materials other than this Plan (including the Disclosure Statement included within this Plan) and any Exhibits and schedules attached hereto or referenced herein have been authorized by the Plan Proponent for use in soliciting acceptances or rejections of this Plan. All references in the remainder of this document to “this Plan” will be deemed to be references to “this Plan and the Disclosure Statement included within this Plan.”

This Plan contains many capitalized terms in addition to the terms defined above. The definitions for the remaining capitalized terms can be found in Section 3.02.

ALL HOLDERS OF CLAIMS OR INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THIS PLAN ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT CAREFULLY AND IN THEIR ENTIRETY, BUT PARTICULARLY INCLUDING THE RELEASES, EXCULPATIONS, AND INJUNCTIONS SET FORTH IN ARTICLE 12, BEFORE VOTING ON THIS PLAN.

The Disclosure Statement included in this Plan has not been approved (or disapproved) by the Bankruptcy Court and is solely the responsibility of the Plan Proponent. Such approval (or disapproval) will occur on the same day as the hearing on the Confirmation of this Plan. It is unusual for a bankruptcy court to agree to consider approval (or disapproval) of a disclosure statement and a plan at the same time. Nevertheless, for good cause shown the Bankruptcy Court has authorized the concurrent consideration of this Plan and the Disclosure Statement included in this Plan. *See Order Granting Debtor’ Motion for Joint Plan of Reorganization and Disclosure Statement Notice Periods to Run Simultaneously* (ECF [●]).

Article 2
IMPORTANT DATES AND DISCLAIMERS

- Date by which Ballots must be received: [●], 2015 at 4:00 p.m., prevailing Central Time.

- Deadline by which objections to the Disclosure Statement and to Confirmation of the Plan must be filed and served: [●], 2015 at 3:00 p.m., prevailing Central Time.
- Hearing on the Disclosure Statement and on Confirmation of the Plan: [●], 2015 at [●] a.m., prevailing Central Time.

The statements and estimated distributions contained in this Plan, including the Disclosure Statement included in this Plan, have been made as of the date of this Plan unless otherwise specified. Holders of Claims and Interests reviewing this Disclosure Statement should not infer at the time of such review that there have been no changes in the facts set forth in this Disclosure Statement since the date of this Disclosure Statement or the dates otherwise noted. Each holder of a Claim or Interest entitled to vote on the Plan should carefully review this Plan in its entirety before casting a ballot. THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE LEGAL, BUSINESS, FINANCIAL, OR TAX ADVICE. ENTITIES DESIRING SUCH ADVICE OR ANY OTHER ADVICE SHOULD CONSULT WITH THEIR OWN ADVISORS.

The Bankruptcy Court has scheduled the Confirmation Hearing, together with the hearing to approve the Disclosure Statement, to commence on [●], 2015 at [●] a.m. prevailing Central Time, in the United States Bankruptcy Court for the Southern District of Texas, McAllen Division, Courtroom #1028, 1701 West Business Hwy 83, 10th Floor, McAllen, Texas 78501. The Confirmation Hearing may be adjourned from time to time by the bankruptcy court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any adjournment of the Confirmation Hearing.

Objections to the Disclosure Statement and/or to Confirmation of the Plan must be filed and served on or before 3:00 p.m. prevailing Central Time on [●], 2015. Unless objections are timely served and filed, they might not be considered by the Bankruptcy Court.

Article 3

DEFINED TERMS AND RULES OF INTERPRETATION

3.1 Scope of Defined Terms; Rules of Construction. For purposes of this Plan, except as expressly defined elsewhere in this Plan or unless the context otherwise requires, all capitalized terms used herein shall have the meanings ascribed to them in either ARTICLE 1 or Section 3.2, as the case may be.

Unless otherwise specified, all section, article, schedule or exhibit references in this Plan are to the respective section in, article of, or schedule or exhibit to, this Plan, as same may be amended, waived, or modified from time to time. The schedules and exhibits to this Plan are hereby incorporated herein by reference as if fully set forth herein. Except as otherwise expressly provided herein, a term used herein that is not defined herein shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection or clause contained in this Plan, unless the context requires otherwise. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender include the masculine, feminine and the neuter. The article headings

contained in the Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Plan.

The rules of construction contained in § 102 of the Bankruptcy Code shall apply to the construction of this Plan, except for § 102(5) of the Bankruptcy Code. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof.

3.2 Definitions. As used in the Plan, the following terms shall have the respective meanings specified below. Any term used in the Plan not defined below or herein shall be interpreted in accordance with the Rules of Construction set forth in Article 3 of this Plan.

3.2.1 200 Acres. That 205.88 acres of real property located in Hidalgo County, Texas purchased by the Debtor's principal, Dagoberto G. Treviño, for the Debtor's benefit and ultimately sold in this Chapter 11 Case to Taek Kim pursuant to a Bankruptcy Court order entered on April 14, 2015 [Doc. #276].

3.2.2 Administrative Claim. Any cost or expense of administration of the Chapter 11 Case incurred on or before the Effective Date entitled to priority under § 507(a)(1) and allowed under § 503(b) of the Bankruptcy Code, including without limitation, any actual and necessary expenses of preserving the Debtor's estate, including wages, salaries or commissions for services rendered after the commencement of the Chapter 11 Case, certain taxes, fines and penalties, any actual and necessary post-petition expenses of operating the Debtor's business, certain post-petition indebtedness or obligations incurred by or assessed against the Debtor in connection with the conduct of its business, or for the acquisition or lease of property, or for providing services to the Debtor, including all allowances of compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code, and any fees or charges assessed against the Debtor's estate under chapter 5, title 28, United States Code. With respect to Administrative Claims which are allowed pursuant to §§ 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), 503(b)(6), 503(b)(7), 503(b)(8) or 503(b)(9), there shall be an Administrative Claim against the Debtor only to the extent of and only after the entry of a Final Order approving such Administrative Claim following the filing of a motion or application prior to the Administrative Claim Bar Date.

3.2.3 Administrative Claim Bar Date. The last day to file an application for allowance of an Administrative Claim (other than (i) quarterly U.S. Trustee fees and (ii) Professional Fee Claims), which shall be 15 days after the Effective Date unless otherwise established by a Final Order.

3.2.4 Allowed Claim. Any Claim (i) which has been scheduled by the Debtor pursuant to Bankruptcy Rule 1007 and (a) is not scheduled as disputed, contingent or unliquidated, (b) as to which no Proof of Claim has been filed and (c) as to which no objection to such scheduled Claim has been filed; (ii) as to which a

timely Proof of Claim has been filed as of the Bar Date and no objection thereto has been made; or (iii) that has been allowed by a Final Order.

3.2.5 Allowed Amount. The amount of an Allowed Claim.

3.2.6 Available Cash. All of the Debtor's Cash on the Effective Date less (i) amounts distributed under this Plan on account of Allowed Secured Claims, Allowed Administrative Claims, Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims; (ii) amounts reserved on account of Disputed Claims (other than disputed General Unsecured Claims); (iii) amounts reasonably reserved for pending Administrative Claims; (iv) amounts reasonably required by the Plan Agent to retain Professionals post-confirmation and the fees and expenses of the Post-Confirmation Committee; and (v) amounts reasonably required by the Plan Agent to complete his administration of this Chapter 11 Case, including the prosecution of claims and causes of action owned by the Estate.

3.2.7 Avoidance Action. Any and all rights, claims and causes of action arising under any provision of chapter 5 of the Bankruptcy Code, including any state law claim made applicable under 11 U.S.C. § 544.

3.2.8 Bankruptcy Code. Title 11 of the United States Code, as in effect on the Confirmation Date.

3.2.9 Bankruptcy Court. The unit of the United States District Court for the Southern District of Texas, McAllen Division, having jurisdiction over this Chapter 11 Case, or in the event such Court ceases to exercise jurisdiction over this Chapter 11 Case, such court or adjunct thereof that exercises jurisdiction over the Chapter 11 Case in lieu of the United States Bankruptcy Court for the Southern District of Texas, McAllen Division, and any appellate or other court that is competent to exercise jurisdiction over the confirmation of this Plan.

3.2.10 Bankruptcy Rules. The Federal Rules of Bankruptcy Procedure, as amended, and the Bankruptcy Local Rules for the Southern District of Texas, as applicable to these Chapter 11 Cases, each as in effect on the date of the event described herein.

3.2.11 Bar Date. December 15, 2014.

3.2.12 Business Day. Any day other than a Saturday, Sunday or any other day on which commercial banks in McAllen, Texas are required or authorized to close by law or executive order.

3.2.13 Cash. Legal tender of the United States of America, denominated in U.S. dollars, and equivalents thereof.

3.2.14 Cause of Action. Any Claim or cause of action, legal or equitable, now owned or hereafter acquired by the Debtor or the Reorganized Debtor, whether arising under contract or tort, federal or state law, including but not limited to

Avoidance Actions, whether commenced prior or subsequent to the Petition Date.

3.2.15 Chapter 11 Case. Case No. 14-70427, filed under chapter 11 of the Bankruptcy Code by the Debtor and pending before the Bankruptcy Court.

3.2.16 Claim. Any (i) right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (ii) right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

3.2.17 Claimant. A person asserting a Claim against the Debtor, the Debtor's property, or the Estate.

3.2.18 Comptroller. The Comptroller of Public Accounts for the State of Texas.

3.2.19 Confirmation Date. The date upon which the Bankruptcy Court enters the Confirmation Order; provided however, that if the Confirmation Order or the consummation of the Plan is stayed pending appeal, then the Confirmation Date shall be the entry date of a Final Order vacating such stay or the date on which such stay expires and is no longer in effect.

3.2.20 Confirmation Hearing. The hearing to be conducted by the Bankruptcy Court to determine whether to approve the Plan.

3.2.21 Confirmation Order. The Order of the Bankruptcy Court approving and confirming the Plan in accordance with the provisions of chapter 11 of the Bankruptcy Code.

3.2.22 Creditor. Any person that holds a Claim against the Debtor that arose or is deemed to have arisen on or before the Petition Date, including an Allowed Claim against the Debtor's Estate of a kind specified in §§ 502(g), 502(h) or 502(i) of the Bankruptcy Code.

3.2.23 Debtor. Aziz Convenience Stores, L.L.C.

3.2.24 Debtor in Possession. The Debtor in its capacity as debtor in possession pursuant to §§ 1107 and 1108 of the Bankruptcy Code.

3.2.25 Disputed Claim. A Claim against the Debtor as to which an objection has been filed on or before the deadline for objecting to a Claim and which objection has not been withdrawn, settled or otherwise resolved by Final Order.

3.2.26 Disputed Claims Reserve. A reserve to be held in trust for the benefit of holders of Disputed Claims and Disputed Interests in accordance with the provisions of the Plan.

3.2.27 Distribution. The Cash and other property required by the Plan to be distributed to the holders of Allowed Claims and Allowed Interests.

3.2.28 Effective Date. The first Business Day following the date that is fourteen days after the date the Confirmation Order is entered, provided that no stay of the Confirmation Order is entered. If a stay is entered, the Effective Date shall be the first Business Day after such stay expires or is otherwise terminated, or the first Business Day following the date that is fourteen days after the date that the Confirmation Order is entered, whichever is later. The Effective Date may be extended by the Debtor in its sole discretion.

3.2.29 Equity Interest or Interest. Equity Interest or Interest shall have the meaning ascribed to “equity security” in § 101(16) of the Bankruptcy Code.

3.2.30 Equity Interest Holder or Interest Holder. Equity Interest Holder or Interest Holder shall have the meaning ascribed to “equity security holder” in § 101(17) of the Bankruptcy Code.

3.2.31 Estate. The estate created upon the filing by the Debtor of the Chapter 11 Case pursuant to § 541 of the Bankruptcy Code, together with all rights, claims and interests pertaining thereto.

3.2.32 Fee Procedure Order. That *Order Approving Procedures for the Interim Compensation and Reimbursement of Expenses of Professionals* [Docket No. 109], entered by the Bankruptcy Court.

3.2.33 Final Distribution. The final Distribution made pursuant to the terms of the Plan.

3.2.34 Final Order. An order or judgment which has not been reversed, vacated or stayed and as to which (a) the time to appeal, petition for *certiorari* or move for new trial, re-argument or rehearing has expired and to which no appeal, petition for *certiorari* or other proceedings for a new trial, re-argument or rehearing shall then be pending, or (b) if an appeal, writ of *certiorari*, new trial, re-argument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied or a new trial, re-argument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, re-argument or rehearing shall have expired.

3.2.35 FNB. First National Bank of Edinburgh.

3.2.36 General Unsecured Claim. A Claim other than a Secured Claim, an Administrative Claim, a Priority Claim, or a Subordinated Claim.

3.2.37 Governmental Unit. The term Governmental Unit shall have the meaning assigned in the Bankruptcy Code.

3.2.38 Greenwich. Greenwich Investors XLV Trust 2013-1.

3.2.39 Greenwich Secured Claim. The allowed secured claim of Greenwich.

3.2.40 Initial Distribution Date. The date that is the earlier of (i) 60 days following the Effective Date; (ii) such other date as ordered by the Bankruptcy Court; or (iii) such date as determined by the Plan Agent. It is the intention of the proponent to effect the maximum reasonable level of Distributions to holders of Allowed Claims as quickly as possible.

3.2.41 Keen. Keen-Summit Capital Partners LLC f/k/a GA Keen Realty Advisors, LLC.

3.2.42 Lien. A charge against or interest in property to secure payment of a debt or performance of an obligation which has not been avoided or invalidated under any provision of the Bankruptcy Code or other applicable law.

3.2.43 Newco. That entity to be established by existing equity to receive the Residual Estate.

3.2.44 Payment Date. One of more dates identified by the Plan Agent on which Distributions are made to holders of Allowed Claims from Available Cash.

3.2.45 Person. An individual, a corporation, a partnership, an association, a joint stock company, a joint venture, an estate, a trust, an unincorporated association or organization, a governmental unit (as that term is defined in the Bankruptcy Code) or any agency or subdivision thereof or any other entity.

3.2.46 Petition Date. August 4, 2014, the date on which the Debtor filed the voluntary chapter 11 petition commencing this Chapter 11 Case.

3.2.47 Plains or PCB. Plains Capital Bank.

3.2.48 PCB Allowed Prepetition Secured Claim. As per the PCB Settlement Agreement, PCB's allowed, secured claim for all purposes in the Debtor's Bankruptcy Case, based on the PCB debt, in an amount not to exceed \$27,601,798.07.

3.2.49 PCB Settlement Agreement. That *Settlement Agreement and Release* by and among (a) the Debtor; (b) Dagoberto Trevino and Silvia Trevino, individually, and as partners in DST Family Limited Partnership, (c) (i) Aziz Convenience Stores No. 4 L.P., (ii) Aziz Convenience Stores No. 5 L.P., (iii) Aziz Convenience Stores No. 6 L.P., (iv) Aziz Convenience Stores No. 8 L.P., (v) Aziz Convenience Stores No. 9 L.P., (vi) Aziz Convenience Stores No. 10 L.P., (vii) Aziz Convenience Stores No. 12 L.P., and (viii) Aziz Convenience Stores No. 15 L.P., (d) DST Management Services, LLC and DST Family Limited Partnership; and (e) PCB.

3.2.50 Plan Agent. Douglas J. Brickley, any successor Plan Agent appointed pursuant to the terms of this Plan, or such other person as appointed by the Bankruptcy Court.

3.2.51 Plan Ballot. The form of ballot that the Debtor will transmit to Creditors and Interest Holders who are, or may be, entitled to vote on the Plan.

3.2.52 Plan Documents. Any and all documents contemplated to be executed in connection with this Plan.

3.2.53 Plan Reserve. That reserve established pursuant to Section 8.1 herein.

3.2.54 Priority Claim. Any Claim to the extent entitled to priority in payment under § 507(a) of the Bankruptcy Code.

3.2.55 Priority Non-Tax Claim. Any Claim (other than an Administrative Claim or a Priority Tax Claim) to the extent entitled to priority in payment under § 507(a) of the Bankruptcy Code including, but not limited to, (i) Claims of an employee of the Debtor for wages, salaries, or commissions, including vacation, severance or sick leave pay, earned within one hundred and eighty (180) days prior to the Petition Date (to the extent of \$10,950 per employee) as set forth in § 507(a)(4) of the Bankruptcy Code; (ii) Claims for contribution to an employee benefit plan as set forth in § 507(a)(5) of the Bankruptcy Code; (iii) Claims for deposits of up to \$2,425 placed by consumers with the Debtor as set forth in § 507(a)(7) of the Bankruptcy Code; (iv) Claims based upon any commitment by the Debtor to a Federal depository institutions regulatory agency to maintain the capital of an insured depository institution as set forth in § 507(a)(9); and (v) Claims for death or personal injury resulting from the operation of a motor vehicle or vessel if such operation was unlawful because the Debtor were intoxicated from using alcohol, a drug or another substance as set forth in § 507(a)(10).

3.2.56 Priority Tax Claim. Any Claim entitled to priority in payment under § 507(a)(8) of the Bankruptcy Code. A Claim based upon an *ad valorem* tax that is secured by a statutory lien is a Priority Tax Claim.

3.2.57 Professional Fee Claims. Administrative Claims for Professional Fees from the Petition Date through the Effective Date, as well as fees, expenses and other reimbursable costs incurred after the Effective Date in connection with the preparation and filing of fee applications with the Bankruptcy Court in respect of Professional Fee Claims.

3.2.58 Professional Fees. All fees, costs and expenses incurred in these Chapter 11 Cases by any professional person (within the meaning of §§ 327, 328 or 1103 of the Bankruptcy Code or otherwise) and awarded by Final Order of the Bankruptcy Court pursuant to §§ 330 or 503(b) or any other provision of the Bankruptcy Code and any professional fees, costs and expenses which have been allowed pursuant to this Plan or by Final Order of the Bankruptcy Court.

3.2.59 Professionals. Any Court-approved professional Person, including lawyers, accountants, financial advisors, investment bankers and restructuring advisors, employed by the Debtor in this Chapter 11 Case at any time before the Effective Date.

3.2.60 Pro Rata. The proportion that the dollar amount of an Allowed Claim or Allowed Interest in a Class bears to the aggregate amount of all Allowed Claims or Allowed Interests in such Class.

3.2.61 Residual Estate. All property of the Debtor and of the Estate including, causes of action, alter-ego rights, derivative claims, breach of fiduciary duty claims, veil piercing rights, the right to pursue such claims and all other remaining property of the Estate as defined in § 541 of the Bankruptcy Code, including all cash, equipment and other tangible and intangible property, except for the Plan Reserve.

3.2.62 Reorganized Debtor. As of the Effective Date of the Plan, the Debtor as reorganized under the terms of this Plan.

3.2.63 Rights of Action. Includes (a) any avoidance, recovery, subordination or other action of the Debtor, the Estate or the Reorganized Debtor, (b) any Cause of Action of the Debtor, the Estate or the Reorganized Debtor, (c) any objection or other challenge to a Claim, and (d) any objection or other challenge to an Interest.

3.2.64 Sales & Excise Tax Claim. The outstanding Sales and Excise Tax liability asserted by the Comptroller against the Debtor and its Estate.

3.2.65 Schedules. The Debtor's Schedules of Assets and Liabilities, as may be amended or supplemented, and filed with the Bankruptcy Court in accordance with § 521(a)(1) of the Bankruptcy Code.

3.2.66 Secured Claim. A Claim to the extent of the value, as may be determined by the Bankruptcy Court pursuant to § 506(a) of the Bankruptcy Code, of any interest in property of the Debtor's Estate securing such Claim, or any Claim to the extent that it is subject to setoff under § 553 of the Bankruptcy Code. To the extent that the value of such interest is less than the amount of the Claim which has the benefit of such security, such Claim is a Deficiency Claim. Notwithstanding anything to the contrary herein, Priority Tax Claims which are secured by a statutory lien on real property are Priority Claims.

3.2.67 Stores. 28 "Aziz Quick Stop" convenience stores in Hidalgo County, Texas operated by the Debtor prepetition.

3.2.68 Unsecured Claim. A Claim not secured by a charge, mortgage or lien against or interest in property of the Estate, including but not limited to any Deficiency Claim and any claim for damages resulting from the rejection of an executory contract or lease.

3.2.69 Valero. Valero Marketing and Supply Company.

Article 4
BACKGROUND

4.1 The Debtor's Former Business. Prior to the sale approved by the Bankruptcy Court during the Chapter 11 Case, the Debtor operated the Stores and employed more than 175 people in the Stores. The Stores provided the communities in which they were located with fuel, groceries and other conveniences. Although the fuel sold in the Stores was supplied to the Debtor by Valero, it was sold without a brand name, making the Debtor one of the largest "non-branded" convenience store chains in South Texas.

4.2 Events Leading to the Chapter Case. The Debtor opened its first Store in 1984 and expanded in the subsequent 30 years to its size of 28 Stores on the Petition Date. The real property on which the Stores were located was primarily owned by the Debtor, although eight of the Stores were owned by related limited partnerships controlled by the Debtor's equity interest owners.

The Debtor's expansion was financed through loans from local McAllen banks, including most recently by FNB. FNB provided the Debtor multiple loans totaling in excess of \$27 million, which were secured primarily by the Stores, their contents and the Debtor's working capital.

In 2013, FNB was closed by the FDIC and its assets sold. The FNB loans to the Debtor were purchased by Plains. When the Debtor began having difficulty servicing its debt to Plains, it entered into a forbearance agreement with Plains that allowed it to skip payment on the Plains debt while it attempted to find new financing to pay the Plains debt. Unfortunately, the Debtor was unable to reach a deal for the payoff of the Plains debt before the expiration of the forbearance agreement on July 31, 2014, and Plains posted the Stores for foreclosure on August 5, 2014. In order to avoid the loss of its Stores and preserve the value of its business for its creditors, customers and employees, the Debtor sought chapter 11 protection.

4.3 Retention of Professionals. The Debtor retained Okin & Adams LLP as their general bankruptcy counsel and Douglas J. Brickley and The Claro Group, LLC as their Chief Restructuring Officer and financial advisors. The Debtor also engaged Keen as its investment banker to market the Debtor's assets for sale or refinancing. Additionally, the Debtor retained Wick Phillips Gould & Martin, LLP and Munsch Hardt Kopf & Harr, P.C., as special counsel.

4.4 Transactions and Litigation During the Chapter 11 Case. There have been a number of transactions in this Chapter 11 Case. As relevant to this Plan, the most significant matters are described below.

4.4.1 The 200 Acres Adversary. On August 1, 2000, the Debtor's principal, Dagoberto G. Treviño, bought 205.88 acres of real property located in Hidalgo County, Texas and, thereafter, arranged for the Debtor to guarantee notes regarding the 200 Acres. Not only was the Debtor a guarantor on the notes, but Treviño used the Debtor's funds to make payments on the notes and always intended for the 200 Acres to be an asset of the Debtor. On August 12,

2014, Greenwich, which then held the notes, provided notice to Treviño and the Debtor that it intended to have a foreclosure sale regarding the 200 Acres.

On August 29, 2014, the Debtor filed an adversary proceeding against both Greenwich and Treviño to establish that the Debtor was the true, equitable, and beneficial owner of the 200 Acres. On October 6, 2014, the Debtor filed a 9019 Motion regarding the 200 Acre Adversary parties' settlement of the adversary proceeding. In accordance with the Debtor's settlement with Greenwich, as approved by the Order Granting Debtor's Motion to Compromise Controversy Under Bankruptcy Rule 9019 With Defendant Greenwich Investors XLV Trust 2013-1 and Defendant Dagoberto G. Treviño [Docket No. 136], the 200 Acres was conveyed by Treviño to the Debtor and the Debtor agreed to market the 200 Acres for sale.

4.4.2 The 200 Acres Sale. On April 14, 2015, the Bankruptcy Court entered its Order Authorizing and Approving Sale of Real Property [Docket No. 76] approving the sale of the 200 Acres to Mr. Taek Kim for a total purchase price of \$4,500,000.00. Pursuant to the order approving the 200 Acres Sale, the Greenwich Secured Claim was paid in full from the proceeds of the 200 Acres Sale. After closing costs, broker's fees and payment of the Greenwich Secured Claim, the Debtor received approximately \$379,405.35 from the sale of the 200 Acres. Most of these sale proceeds were paid to the Comptroller as partial payment of its claim against the Estate.

4.4.3 The PCB Settlement. On June 23, 2015, the Bankruptcy Court approved the PCB Settlement Agreement. As pertinent to the Plan and Disclosure Statement, the PCB Settlement provided for the capping of the PCB Allowed Prepetition Secured Claim at \$27,601,798.07. Pursuant to the PCB Settlement, the PCB Allowed Prepetition Secured Claim was paid from the cash proceeds from the Susser Transaction.

4.4.4 The Susser Transaction. On July 28, 2015, the Bankruptcy Court approved the sale of the bulk of the Debtor's assets to Susser Petroleum Property Company LLC ("Susser"), following a marketing process of approximately six months. Initial offers were submitted to Keen by interested parties by the LOI Deadline of March 9, 2015. Susser submitted the highest and best offer, \$28 million plus inventory, and was selected as a stalking horse buyer. Upon selecting Susser as a stalking horse, the Debtor sought approval from the Bankruptcy Court for bidding procedures whereby other interested buyers could bid against Susser. The order entered by the Bankruptcy Court set July 14, 2015 as the Bid Deadline for offers higher than Susser's stalking horse bid.

As of the Bid Deadline, the Debtor received two qualifying overbids. At an auction held on Monday, July 20, 2015, Susser emerged as the winning bidder with a bid of \$41,600,000 for 27 of the 28 Stores, plus the purchase of the Debtor's inventory at approximately cost. Circle K Stores Inc. submitted a \$41,500,000 backup bid. The sale to Susser closed on August 10, 2015. Pursuant to the PCB Settlement, PCB received \$27,601,798.07 in full and final satisfaction of the PCB Allowed Prepetition Secured Claim.

As a result of the due diligence conducted by Susser certain potential environmental issues related to the Stores were discovered. Thus, in connection with the Susser Transaction the Debtor funded an escrow reserve of \$519,000 to cover potential remediation and monitoring

expenses. All rights to any remainder of this escrow fund shall transfer to Newco as part of the Residual Estate. Further, Susser opted to exclude Store #2 from the Susser Transaction. As a result, on the Effective Date, Store #2 will be transferred to Newco as part of the Residual Estate.

4.4.5 The Comptroller Settlement. On or about August 8, 2015, the Bankruptcy Court entered its Order Approving Compromise and Settlement Pursuant to Bankruptcy Rule 9019 [Docket No. 352], approving a compromise (the “Comptroller Settlement”) by and between the Debtor and the Comptroller. The terms of the Comptroller Settlement provided for full and final satisfaction of the Sales & Excise Tax Claim and full and final payment of the Comptroller’s claim for franchise taxes due in 2015. On September 2, 2015, the Debtor paid the amounts due to the Comptroller under the Comptroller Settlement thereby satisfying the Sales & Excise Claim in full.

4.4.6 Estimated Distribution. As a result of the 200 Acres Sale and the Susser Transaction – in connection with the PCB Settlement and the Comptroller Settlement – the largest Secured Claims against the Debtor have been fully satisfied. Further, the Debtor does not anticipate significant Non-tax Priority Claims. As a result, the Debtor anticipates that on the Effective Date there will exist sufficient Available Cash to pay Allowed Administrative Claims in full and to pay Allowed General Unsecured Claims the full amount of their prepetition claim amounts. The remainder, or the Residual Estate, shall be transferred to Newco for the benefit of Equity Interest Holders.

Article 5

CLASSIFICATION OF CLAIMS AND INTERESTS

The Claims against and Interests in the Debtor are classified as set forth in this Article. Allowed Administrative Claims and Allowed Priority Tax Claims against the Debtor will be paid in cash and in full from the Debtor on the later of (i) the Effective Date, (ii) the date on which such Claim becomes an Allowed Claim; or (iii) such date as the Plan Agent and the holder of the Allowed Administrative or Allowed Priority Tax Claim shall agree. Allowed Administrative Claims and Priority Tax Claims are not entitled to post-petition interest. Moreover, such Claims are not classified pursuant to 11 U.S.C. § 1123(a)(1).

5.1 Class 1 – General Unsecured Claims. Class 1 is comprised of all Allowed General Unsecured Claims against the Debtor.

5.2 Class 2 – Equity Interests. Class 2 is comprised of all Allowed Equity Interests in the Debtor.

Article 6

IMPAIRMENT OF CLAIMS AND RESOLUTION OF CLAIM CONTROVERSIES

6.1 Impaired Classes. Only holders of Claims that are in impaired Classes may vote on this proposed Plan. The following Classes of Claims and Interests are impaired under this Plan:

6.1.1 Class 1 – General Unsecured Claims.¹

6.1.2 Class 2 – Equity Interests.

6.2 Controversy Concerning Classification, Impairment or Voting Rights. In the event a controversy or dispute should arise involving issues related to the classification, impairment or voting rights of any Creditor or Interest Holder under the Plan, prior to the Confirmation Date, the Bankruptcy Court may, after notice and a hearing, determine such controversy. Without limiting the foregoing, the Bankruptcy Court may estimate for voting purposes the amount of any contingent or unliquidated Claim the fixing or liquidation of, as the case may be, would unduly delay the administration of the Chapter 11 Cases. In addition, the Bankruptcy Court may in accordance with § 506(b) of the Bankruptcy Code conduct valuation hearings to determine the Allowed Amount of any Secured Claim.

Article 7

TREATMENT OF IMPAIRED CLAIMS

7.1 Class 1 – General Unsecured Claims. Holders of Allowed General Unsecured Claims shall receive a Pro Rata share of Distributions from Available Cash up to the Allowed Amount of such Class 1 Claim without payment of post-petition interest. The Claims will be paid as follows:

7.1.1 The Plan Agent shall distribute Available Cash to holders of Allowed Class 1 Claims and/or the Disputed Claims Reserve pursuant to Article 9.6 herein, if applicable, on the Initial Distribution Date. The Plan Agent shall make additional future distributions to holders of Allowed Class 1 Claims from Available Cash on subsequent Payment Dates as the Plan Agent determines appropriate.

7.1.2 Any Available Cash and/or Plan Agent Recovery remaining after the satisfaction of Allowed Class 1 Claims as set forth above shall be distributed in accordance with Article 7.2.

7.2 Class 2 – Equity Interests. On the Effective Date, the Residual Estate shall be transferred to Newco for the benefit of Allowed Equity Interests. Once the Plan Agent has paid all Allowed Administrative Claims, Allowed Priority Tax Claims, and Allowed General Unsecured Claims and satisfied all costs of administering the Plan, all remaining funds in the Plan Reserve shall be paid to Newco. In addition, any remaining Causes of action not resolved by the Plan Agent shall be assigned to Newco.

¹ Class 1 is impaired only to the extent that the Court determines that Class 1 creditors are entitled to receive post-petition interest on their Allowed Claims. The Debtor asserts that such payment is not required. Nevertheless, as the Plan expressly provides that Class 1 claims will **not** receive post-petition interest, Class 1 is listed as impaired and the Debtor intends to solicit votes from Class 1 creditors.

Article 8
MEANS OF IMPLEMENTATION

8.1 Establishment of the Plan Reserve. Prior the Effective Date, the Plan Agent shall reserve from Available Cash an amount sufficient to satisfy Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed General Unsecured Claims, and such reserves for taxes, assessments and other expenses of administration of the Reorganized Debtor (including without limitation the Disputed Claims Reserve) as may be necessary and appropriate for the proper operation of matters incident to the affairs of the Reorganized Debtor. Additionally, the Plan Reserve shall include all rights to object to Claims and all Causes of Action and Avoidance Actions.

8.2 Vesting of the Plan Reserve in the Reorganized Debtor. On the Effective Date, the Plan Reserve shall vest in the Reorganized Debtor, free and clear of all liens, claims and encumbrances, except as otherwise provided in the Plan. The Plan Agent shall be the sole officer, director and shareholder of the Reorganized Debtor. On the Effective Date, the Reorganized Debtor is deemed to have satisfied all liabilities for purposes of dissolution under applicable state law. The Plan Agent is authorized to execute and file all documents necessary to effectuate the dissolution of the Reorganized Debtor.

8.3 Vesting of the Residual Estate in Newco. On the Effective Date, the Residual Estate shall vest in Newco, free and clear of all liens, claims and encumbrances, except as otherwise provided in the Plan.

8.4 Continuation of Operations. From and after the Effective Date of the Plan, subject to the limitations set forth below, the Reorganized Debtor is authorized to (i) take such action as are necessary to complete an orderly wind-down of its operations, including completing any audits by the IRS or other taxing authorities; (ii) file claim objections; (iii) make distributions; (iv) prosecute causes of action owned by the Estate, including all claims and causes of action arising under the Bankruptcy Code; (v) pursue, liquidate and administer property of the Estate; (vi) file tax returns; and (vii) take such other action as provided for under the Plan.

8.5 General Powers of the Plan Agent. In addition to the authorization provided under Article 7.2, and subject to the limitations provided under Section 8.6, the Plan Agent, on behalf of the Reorganized Debtor shall have all of the rights, powers and privileges set forth in this Plan, the Confirmation Order or applicable corporate law. The Plan Agent is authorized and shall have the obligation to take all such actions as in his judgment are necessary and appropriate to effectuate the purposes of the Plan, including but not limited to the following:

8.5.1 Make all Distributions contemplated under the Plan;

8.5.2 Consistent with maintaining the value and liquidating the residual assets of the Reorganized Debtor, invest in time or demand deposits, including certificates of deposit issued by any bank approved as a depository institution by the United States Trustee's office, United States Treasury bonds and other securities guaranteed by the full faith and credit of the United States of America or any agency thereof;

8.5.3 Supervise and administer the resolution, settlement and payment of Claims and Interests and the distributions to the holders of Allowed Claims and Allowed Interests in accordance with this Plan;

8.5.4 Enter into any agreement required by or consistent with the Plan and perform all of the Reorganized Debtor' obligations thereunder;

8.5.5 Abandon any of the assets of the Reorganized Debtor if he concludes that such assets are of no benefit to the Creditors or Interest Holders;

8.5.6 Participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction and participate as a party or otherwise in any administrative, arbitative or other non-judicial proceeding and litigate claims on behalf of the Reorganized Debtor, including without limitation all Avoidance Actions and all state and federal causes of action or any other litigation which constitute an asset of the Reorganized Debtor and pursue to settlement or judgment such actions;

8.5.7 Participate as a party-in-interest in any proceeding before the United States Bankruptcy Court involving the Chapter 11 Case;

8.5.8 Act in the name of or in the place of the Debtor in any action before the United States Bankruptcy Court or any other judicial or administrative body;

8.5.9 Take actions and exercise remedies against any entity that owes money to the Reorganized Debtor, including without limitation, the remedies available under any deed of trust, security agreement, promissory note, bond, guarantee or other instrument or document; make compromises regarding any deed of trust, security agreement, promissory note, bond, guarantee or other instrument or document; and, declare or waive defaults regarding any deed of trust, security agreement, promissory note, bond, guarantee or other instrument or document;

8.5.10 Select and employ such professionals, agents or employees as he deems necessary to assist in the administration of the affairs of the Reorganized Debtor and compensate such persons;

8.5.11 Hold any unclaimed distribution or payment to the holder of an Allowed Claim in accordance with this Plan;

8.5.12 Propose any amendment, modification or supplement to this Plan or the Reorganized Debtor' corporate governance documents;

8.5.13 File dissolution documents with the appropriate governmental agencies to dissolve the Reorganized Debtor;

8.5.14 Receive, conserve and manage the assets of the Reorganized Debtor and sell pursuant to 11 U.S.C. § 363(f) or otherwise dispose of such assets for a price and upon such terms and conditions as it deems most beneficial to the Creditors and Interest

Holders and execute such deeds, bills of sale, assignments and other instruments in connection therewith;

8.5.15 Open and maintain bank accounts on behalf of or in the name of the Reorganized Debtor;

8.5.16 Pay all taxes, make all tax withholdings and file tax returns and tax information returns and make tax elections by and on behalf of the Reorganized Debtor;

8.5.17 Pay all lawful expenses, debts, charges and liabilities of the Reorganized Debtor;

8.5.18 Enforce all provisions of this Plan;

8.5.19 Protect, perfect and defend the title to any of the assets of the Reorganized Debtor and enforce any bonds, mortgages or other obligations or liens owned by the Reorganized Debtor;

8.5.20 Carry insurance coverage, including insurance to protect the Plan Agent against claims brought against the Plan Agent while acting within his capacity with the Reorganized Debtor, in such amounts as he deems advisable;

8.5.21 Establish such reserves for taxes, assessments and other expenses of administration of the Reorganized Debtor (including without limitation the Disputed Claims Reserve) as may be necessary and appropriate for the proper operation of matters incident to the affairs of the Reorganized Debtor; and

8.5.22 Exercise such other powers and duties as are necessary or appropriate in his discretion to accomplish the purposes of this Plan.

8.6 Limitations on the Powers of the Plan Agent. Notwithstanding anything in this Plan to the contrary, and only with a Bankruptcy Court Order entered after notice and opportunity for hearing, may the Reorganized Debtor modify or amend this Plan, except in the manner set forth herein.

8.7 Resignation of the Plan Agent. The Plan Agent may resign at any time by filing a written notice of resignation with the Bankruptcy Court. Any such resignation shall become effective on the earlier to occur of (i) sixty (60) days after the filing date of such notice; or (ii) the appointment of a successor Plan Agent.

8.8 Appointment of Successor Plan Agent. In the event of the death, resignation or removal (prospective or otherwise) of the Plan Agent, the Bankruptcy Court shall designate a successor Plan Agent. Any successor Plan Agent appointed hereunder shall execute and file a statement accepting such appointment and agreeing to be bound by the terms of the Plan and upon such filing, the successor Plan Agent shall immediately become vested with all the rights, powers, trusts and duties of the Plan Agent.

8.9 Compensation Procedures. As compensation for his services, the Plan Agent shall receive a flat fee of \$5,000.00 per month plus reimbursement of all reasonable expenses. The Plan Agent and all professionals employed by him shall be entitled to payment of their fees and reimbursement of all reasonable expenses on a monthly basis.

8.10 Limitation of Liability. The Plan Agent nor any of his attorneys, financial advisors, or any other professional persons employed by him (collectively referred to as “Protected Persons”), shall have or incur any liability to any Person or Entity under any theory of liability for any act or omission occurring on or after the Effective Date in connection with or related to the Debtor, the Case or the Estate, including but not limited to any action take or omitted to be taken in connection with this Plan except for acts constituting willful misconduct or gross negligence and in all respects such Protected Persons shall be entitled to rely in good faith upon the advice of counsel. In any action, suit or proceeding by any Person contesting any action by, or non-action of, any Protected Person as constituting willful conduct or gross negligence or not being in good faith, the reasonable attorneys’ fees and costs of the prevailing party will be paid by the losing party; and as a condition to going forward with such action, suit or proceeding at the outset thereof all parties thereto will be required to provide appropriate proof and assurances of their capacity to make such payments of reasonable attorneys’ fees and costs in the event they fail to prevail.

Article 9

CLAIM/INTEREST OBJECTION PROCEDURES, TREATMENT OF DISPUTED CLAIMS/INTERESTS AND PROCEDURE FOR ASSERTING CLAIMS

9.1 Objection Process. Subject to the limitations provided under Article 8, the Plan Agent on behalf of the Reorganized Debtor shall have the right to object to the allowance of any Claims or Interests provided for under the Plan. Subject to the preceding sentence, all objections shall be litigated to Final Order; provided, however, that the Plan Agent shall have the authority to compromise, settle or otherwise resolve all objections, for any Claim filed in the amount of \$75,000 or less without approval of the Bankruptcy Court. For all Claims in excess of \$75,000, the Plan Agent shall bring the matter before the Bankruptcy Court for final resolution after notice and hearing. Unless otherwise ordered by the Bankruptcy Court, the Plan Agent shall file and serve all objections to Claims and Equity Interests no later than (i) 60 days after the later of (a) the Effective Date; or (b) the date on which a proof of claim, proof of interest or request for payment is filed with the Bankruptcy Court or (ii) such other date as may be approved by the Bankruptcy Court after notice and hearing.

9.2 Filing of Claims and Causes of Action. Subject to the limitations provided under Article 8, and except as specifically set forth in this Plan or otherwise ordered by the Bankruptcy Court, the Plan Agent shall have the exclusive right to file and prosecute any Claims and Causes of Action on behalf of the Debtor/Reorganized Debtor, including all derivative Causes of Action. The Plan Agent shall have the authority to compromise, settle or otherwise resolve all Claims and Causes of Action filed or asserted in the amount of \$75,000 or less without approval of the Bankruptcy Court. For all Claims and Causes of Action in excess of \$75,000, the Plan Agent shall bring the matter before the Bankruptcy Court for final resolution after notice and hearing.

9.3 Disputed Claims Reserve. A Disputed Claims Reserve shall be established by the Plan Agent for the treatment of Disputed Claims. The Disputed Claims Reserve shall be held in a separate bank account from all other funds held by the Reorganized Debtor/Plan Agent. The Plan Agent shall deposit into a Disputed Claims Reserve an amount equal to the Pro Rata share of the Distribution allocable to such Disputed Claims, in accordance with the distribution scheme contemplated in the Plan, as if such Claims were Allowed Claims. Amounts deposited into the Disputed Claims Reserve shall be held in trust for the benefit of the holders of Disputed Claims pending a determination of their entitlement thereto under the terms of the Plan. Once such Disputed Claim is determined by Final Order to be an Allowed Claim, the Plan Agent is authorized to pay the Allowed Amount of such Claim without further approval from or notice to any person or entity.

9.4 Distributions to Holders of Disputed Claims. Within 10 Business Days after such time as a Disputed Claim becomes an Allowed Claim, any Distributions reserved for such Allowed Claim shall be released from the Disputed Claims Reserve and delivered to the holder of such Allowed Claim in an amount proportionate to the Allowed Amount of any such. In the event that the Disputed Claim is disallowed in whole or in part, or otherwise settled in amount less than the Disputed Claim amount, the disallowed or reduced portion of such Claim shall be distributed from the Disputed Claim Reserve to holders of Allowed Claims or Equity Interests as Available Cash on the next Payment Date in accordance with the Plan without further approval from or notice to any person or entity.

9.5 Disallowance of Late Filed Proofs of Claim. Except as otherwise provided in the Plan, any proof of claim filed by the holder of such Claim after the Bar Date is disallowed.

9.6 Provisions Governing Distributions.

9.6.1 Record Date for Claims and Equity Interests. The record date for Distributions to Allowed Claims and Allowed Interests under this Plan shall be the date the Bankruptcy Court enters its order approving the Disclosure Statement. For purposes of Distributions to holders of Allowed Claims, the Reorganized Debtor/Plan Agent will rely on the claims docket maintained by the Clerk for proofs of claim filed in this Chapter 11 Case except to the extent a notice of transfer of Claim or Interest has been filed with the Court prior to the record date pursuant to Bankruptcy Rule 3001.

9.6.2 Delivery of Distributions to Holders of Allowed Claims. Subject to Bankruptcy Rule 9010, Distributions to holders of Allowed Claims will be made at the address of each such holder as set forth on the proofs of claim filed by such holders, or at the last known address of such holder if no proof of claim is filed, unless the holder of the Allowed Claim has otherwise notified the Plan Agent in writing of a change of address. If any holder's Distribution is returned as undeliverable, no further Distributions to such holder will be made unless and until the Plan Agent is notified in writing of such holder's then current address.

9.6.3 Unclaimed Distributions and Uncashed Checks. The Plan Agent shall file a Notice of Distribution within ten Business Days of the date on which Distributions are made under the Plan. All claims for undeliverable Distributions must be made no later

than the 60th day following the date that the Notice of Distribution is filed. After such date, all unclaimed Distributions will revert to the Reorganized Debtor for distribution in accordance with this Plan and the Claim or Equity Interest of any holder with respect to such Distribution will be discharged and forever barred. Checks issued in respect of Allowed Claims and/or Equity Interests will be null and void if not negotiated within ninety (90) days after the date of issuance thereof.

Article 10

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

10.1 Rejection of Executory Contracts and Unexpired Leases. All executory contracts and leases that are not assumed under this Plan are rejected, unless otherwise dealt with by the Plan or the Confirmation Order, or any other Order of the Court entered prior to the Effective Date, or which is the subject of a motion to assume pending on the Effective Date.

10.2 Claims Based on Rejection of Executory Contracts or Unexpired Leases. Damages arising from the rejection of an executory contract or unexpired lease shall be a General Unsecured Claim against the Debtor unless subordinated under applicable law. Any Claim for damages arising from the rejection of an executory contract or unexpired lease must be asserted in a proof of claim filed with the Bankruptcy Court no later than 30 days following the earlier of: (a) the date of entry of an order of the Bankruptcy Court approving such rejection, or (b) the Effective Date of the Plan. Any Claims not filed within such times shall be forever barred from assertion against the Debtor or the Reorganized Debtor.

Article 11

EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS

11.1 Impaired Classes to Vote. Each impaired class of Claims and Interests shall be entitled to vote separately to accept or reject the Plan by submitting a Ballot in the form attached hereto as Exhibit A not later than [●], 2015 at 4:00 p.m., prevailing Central Time. A holder of a Disputed Claim or Disputed Interest which has not been temporarily allowed for purposes of voting on the Plan may vote only such Disputed Claim or Disputed Interest in an amount equal to the portion, if any, of such Claim or Equity Interest shown as fixed, liquidated and undisputed in the Debtor's Schedules and is not the subject of a subsequently filed objection as to such fixed, liquidated, undisputed amount.

11.2 Acceptance by Class. A class shall have accepted the Plan if the Plan is accepted by at least two-thirds (2/3) in amount and more than one-half (1/2) in number of the Allowed Claims or Equity Interests of such class that have voted to accept or reject the Plan.

11.3 Reservation of Cramdown Rights. In the event that any impaired class shall fail to accept this Plan in accordance with § 1129(a) of the Bankruptcy Code, the Debtor reserves the right to request the Bankruptcy Court to confirm the Plan in accordance with the provisions of § 1129(b) of the Bankruptcy Code.

Article 12
EFFECT OF CONFIRMATION

12.1 Legally Binding Effect. The provisions of this Plan shall bind all Creditors and Interest Holders, whether or not they accept this Plan. On and after the Effective Date, all holders of Claims shall be precluded and enjoined from asserting any Claim (i) against the Debtor or their assets or properties based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan; and (ii) any derivative claims, including claims against third parties asserting alter ego claims, fraudulent transfer claims or any other type of successor liability.

12.2 Limited Discharge of Debtor and Injunction. The Confirmation Order will operate as a general resolution with prejudice, as of the Effective Date, of all pending legal proceedings, if any, against the Debtor and its assets and properties and any proceedings not yet instituted against the Debtor or its assets and properties, except as otherwise provided in the Plan. Except as otherwise expressly provided in the Plan or the Confirmation Order, all Persons who have held, hold, or may hold Claims against the Debtor are permanently enjoined on and after the Effective Date from (a) commencing or continuing in any manner any action or other proceeding of any kind against the Debtor or the Reorganized Debtor, or their property, or the Plan Agent, with respect to any such Claim, (b) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order with respect to any such Claim against the Debtor or the Reorganized Debtor, or their property, or the Plan Agent, (c) creating, perfecting, or enforcing any encumbrance of any kind against the Debtor or the Reorganized Debtor, or their property, or the Plan Agent, with respect to such Claim, (d) asserting any right of subrogation of any kind against any obligation due to the Debtor or the Reorganized Debtor, or the property of the Debtor, the Estates or the Reorganized Debtor with respect to any such Claim and (e) asserting any right of setoff or recoupment against the Debtor, the Estates or the Reorganized Debtor. Unless otherwise provided in the Plan or by order of the Bankruptcy Court, all injunctions or automatic stays provided for in this case pursuant to § 105, if any, or § 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date will remain in full force and effect until the Effective Date.

12.3 Limited Protection of Certain Parties in Interest. Neither (a) the Debtor or any of their employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by any the Debtor, their officers, directors, employees and representatives, the Plan Agent or any of his employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional person employed by them, nor (b) each Professional for the Debtor or any of their employees, officers, directors, agents, representatives, affiliates, attorneys, financial advisors, or any other professional persons employed by any of them, (the persons identified in (a) and (b) are collectively referred to as “Protected Persons”), shall have or incur any liability to any Person or Entity under any theory of liability for any act or omission occurring on or after the Petition Date in connection or related to the Debtor, the Chapter 11 Case, or the Estate, including, but not limited to, (i) formulating, preparing disseminating, implementing, confirming, consummating or administering this Plan (including soliciting acceptances or rejections thereof); or (ii) the disclosure statement or any contract, instrument, release or other agreement or document entered

into or any action taken or omitted to be taken in connection with this Plan, except for acts constituting willful misconduct or gross negligence and in all respects such Protected Persons shall be entitled to rely in good faith upon the advice of counsel. In any action, suit or proceeding by any Person contesting any action by, or non-action of any Protected Person as constituting willful misconduct or gross negligence or not being in good faith, the reasonable attorneys' fees and costs of the prevailing party will be paid by the losing party and as a condition to going forward with such action, suit, or proceeding at the outset thereof, all parties thereto will be required to provide appropriate proof and assurances of their capacity to make such payments of reasonable attorneys' fees and costs in the event they fail to prevail.

12.4 Indemnification. The Reorganized Debtor shall indemnify each Person identified as a Protected Person against any and all costs and expenses (including attorneys' fees) incurred by any of them in defending against post-Confirmation Date claims that are based on actions allegedly taken (or not taken) by them in their respective capacities relating to the Debtor, the Reorganized Debtor or this Plan; provided, however, that no Protected Person shall be entitled to indemnification under this Plan for the costs and expenses of defending a cause of action in which it is ultimately judicially determined that such Protected Person was grossly negligent or acted fraudulently or with willful misconduct in performing such Protected Person's duties hereunder or under any Final Order of the Bankruptcy Court or applicable law. Any Protected Person entitled to indemnification under this section shall have a priority distribution right that is senior to the holders of Allowed Claims/Interests. The Plan Agent may use Reorganized Debtor's Assets (as an expense of consummating this Plan) to purchase indemnification insurance to satisfy any potential indemnification claims that may arise under this section.

12.5 Continuation of Anti-Discrimination Provisions of Bankruptcy Code. A Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, or discriminate with respect to such a grant against, the Debtor, the Reorganized Debtor, the Plan Agent or another Person with whom the Debtor have been or are associated or affiliated, solely because of the commencement, continuation, or termination of the case or because of any provision of the Plan or the legal effect of the Plan, and the Confirmation Order will constitute an express injunction against any such discriminatory treatment by a Governmental Unit. Moreover, a Governmental Unit may not deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to the Debtor or the Reorganized Debtor based upon any requirement that the Debtor or the Reorganized Debtor place a bond or other surety obligation with such governmental unit as a condition of receipt of such a license, permit, charter, franchise, or other similar grant to the Debtor or the Reorganized Debtor. All licenses, permits, charters, franchises, or other similar grants to the Debtor are hereby transferred and assigned on the Effective Date (which transfer and assignment is without the assumption of any liabilities arising prior to the Effective Date which liabilities arise out of such license, permit, charter, franchise or similar grant) to the Liquidating Debtor without the need for further application or approval by any Governmental Unit.

12.6 Preservation of Claims and Rights. Confirmation of this Plan effects no settlement, compromise, waiver or release of any Claim, Cause of Action, Right of Action or claim for relief unless this Plan or the Confirmation Order specifically and unambiguously so

provides. The non-disclosure or non-discussion of any particular Claim, Cause of Action, Right of Action or claim for relief is not and shall not be construed as a settlement, compromise, waiver, or release of any such Claim, Cause of Action, Right of Action or claim for relief.

The Debtor, the Reorganized Debtor and the Plan Agent reserve any and all claims and rights against any and all third parties, whether such claims and rights arose before, on or after the Petition Date, the Confirmation Date, the Effective Date, the Record Date and/or any Distribution date, including, without limitation, any and all Causes of Action, Rights of Action and/or claims for relief that the Debtor, the Reorganized Debtor or the Plan Agent may have against (i) Valero arising under or related to any fuel supply agreement by and between the Debtor and Valero, and (ii) any insurer on any environmental liability and/or similar insurance policies in which either the Debtor has an insurable or other interest in or right to make a claim against, any other of the Debtor's insurers. The entry of the Confirmation Order shall not constitute *res judicata* or otherwise bar, estop or inhibit any actions by the Debtor, the Reorganized Debtor or the Plan Agent relating to any claims, Causes of Action or Rights of Action referred to in this Article 12.6, or otherwise. The Plan Agent shall constitute the representative of the Debtor for purposes of retaining, asserting and/or enforcing Rights of Action under § 1123(b)(3)(B) of the Bankruptcy Code. On the Effective Date, the Plan Agent shall be substituted as a party of record in all pending litigation brought by or against the Debtor without need for further order of the Bankruptcy Court.

Article 13

RETENTION OF JURISDICTION

13.1 Exclusive Bankruptcy Court Jurisdiction. The Court shall retain and have exclusive jurisdiction over this Chapter 11 Case to the maximum extent provided by law for the follow purposes following the Confirmation Date:

13.1.1 To determine any and all objections to the allowance and classification of Claims or Interests;

13.1.2 To determine the validity and priority of any Lien;

13.1.3 To determine the Allowed Amount of any Claim, whether secured or unsecured;

13.1.4 To allow any and all applications for allowances of compensation and reimbursement of expenses payable from the estate;

13.1.5 To determine any and all applications or motions pending before the Court on the Effective Date of the Plan, including without limitation any motions for the rejection, assumption or assumption and assignment of any executory contract or unexpired lease.

13.1.6 To consider and approve any modification of this Plan, remedy any

defect or omission or reconcile any inconsistency in the Plan, or any order of the Court, including the Confirmation Order;

13.1.7 To hear and determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement or consummation of this Plan, the Confirmation Order, any transactions or payments contemplated hereby or any agreement, instrument or other document governing or related to any of the foregoing;

13.1.8 To consider and act on the compromise and settlement of any claim or cause of action by or against the Debtor;

13.1.9 To issue orders in aid of execution and implementation of this Plan and the Confirmation Order, to the extent authorized by 11 U.S.C. §1142 or provided by the terms of this Plan; and

13.1.10 To hear and determine matters concerning federal, state or local taxes in accordance with §§ 346, 505 or 1146 of the Bankruptcy Code

13.2 Limitation on Jurisdiction. In no event shall the provisions of this Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334.

Article 14 **CONDITIONS TO CONFIRMATION OF PLAN**

14.1 Conditions Precedent to Effective Date. The following are conditions precedent to the occurrence of the Effective Date:

14.1.1 The Confirmation Order shall have been entered by the Bankruptcy Court;

14.1.2 The form of all documents necessary or appropriate to give effect to the transactions contemplated under the Plan, if any, have been approved and executed;

14.1.3 All required consents, approvals, and authorizations, if any, have been obtained;

14.1.4 There shall be no stay of the Confirmation Order in effect; and

14.1.5 All other actions, documents and agreements necessary to implement the Plan shall have been effected or executed

14.2 Annulment of Plan if Conditions Not Waived or Satisfied. The Debtor reserves the right to waive any of the conditions precedent to the Effective Date. If any of the conditions precedent are not waived, and are not satisfied within the specified time periods or can no longer occur, the Confirmation Order will be annulled and the Debtor and all parties in interest will return to the *status quo ante* immediately before the entry of the Confirmation Order.

Article 15
NOTICE PROVISIONS

15.1 Notices. All notices, requests, elections or demands in connection with this Plan, including any change of address of any Creditor or Interest Holder for the purposes of receiving Distributions under this Plan and to avoid forfeiting the same pursuant to Article 9 of this Plan, shall be in writing and shall be delivered personally, by facsimile, overnight courier or first class mail. Such notice shall be deemed to have been given when received or, if mailed by first class mail, 5 Business Days after the date of mailing, or if by overnight courier, the next Business Day following the date of mailing. Notices required to be sent to the following parties under this Plan shall be addressed to:

To the Reorganized Debtor/Plan Agent:

Douglas J. Brickley
1221 McKinney Street, Suite 2850
Houston, TX 77010
Telephone: (713) 454-7741
Facsimile: (713) 236-0033
Email: dbrickley@theclarogroup.com

-and-

Okin & Adams LLP
Attn: Matthew Okin
1113 Vine Street, Suite 201
Houston, TX 77002
Telephone: (713) 228-4102
Facsimile: (888) 865-2118
Email: mokin@okinadams.com

15.2 Limitation on Notice. The Debtor/Reorganized Debtor shall give the following notice with regard to the following matters, which notice shall be deemed to be good and sufficient notice of such matters with no requirement for any additional or further notice:

15.2.1 Notice of Effective date. Notice of the Effective Date shall be sufficient if mailed to all known holders of Claims and Equity Interests (which have not become Disallowed as of the date of mailing). Such notice shall be mailed within 5 Business Days of the Effective Date.

15.2.2 Post Confirmation Date Service. From and after the date the Confirmation Order becomes a Final Order, notices of appearances and demands for service of process filed with the Court prior to such date shall no longer be effective. No further notices (other than notice of entry of the Confirmation Order) shall be required to be sent to any

entities or Persons, except those Persons specified in Article 15.1 of this Plan, the Office of the U.S. Trustee and any Creditor or Interest Holder who files a renewed request for service of pleadings and whose Claim has not been fully satisfied.

15.3 General Notice To Creditors. All notices and requests to Creditors or Interest Holders of any Class shall be sent to them at the addresses set forth on the proofs of claim or, if no proof of claim was filed, to their last known address as reflected in the Debtor' records. Any Creditor or Interest Holder may designate in writing any other address for purposes of this Article, which designation shall be effective upon receipt by the Plan Agent.

Article 16 **MISCELLANEOUS PROVISIONS**

16.1 Bar Date for Administrative Claims. No Administrative Claim, other than Professional Fees and United States Trustee fees, will be paid unless the holder of such Administrative Claim has filed an application for payment of such Administrative Claim on or before the Administrative Claim Bar Date. Upon the filing of any application for payment, the entity seeking payment of an Administrative Claim shall provide notice by United States Mail in accordance with the Bankruptcy Rules. Any Administrative Claim, other than Professional Fees and United States Trustee fees, not filed in accordance with this section shall be barred and the Reorganized Debtor shall have no liability for payment of any such Administrative Claim.

16.2 Objections to Administrative Claims Objections to Applications for payment of Administrative Claims may be filed by any party in interest. In order to be considered, such objections must be filed on or before the 20th day following the date on which the application was filed. Any objections will be determined by the Bankruptcy Court.

16.3 Payment of Professional Fees. Each holder of a Professional Fee Claim shall be paid in respect of such Professional Fee Claim in Cash, in full, on the Effective Date, or, if such Claim has not been approved by the Bankruptcy Court on or before the Effective Date, promptly after Bankruptcy Court approval of the Professional Fee Claim by a Final Order. Final fee applications for any Professional Fee Claim that has not been approved as of the Effective Date shall be filed within 60 days of the Effective Date and such applications and objections thereto (if any) shall be filed in accordance with and comply in all respects with the Bankruptcy Code, the Bankruptcy Rules, applicable local rules, and the Fee Procedures Order.

16.4 Payment of United States Trustee Fees. Within thirty days of the date that such payments are due, the Debtor/Reorganized Debtor shall pay all amounts owing to the United States Trustee as fees and costs imposed in connection with this Chapter 11 Case.

16.5 Directive to State Agencies At such time as the Reorganized Debtor file articles of dissolution, all governmental agencies are directed to accept such articles and recognize the dissolution of the Reorganized Debtor regardless of whether all Claims, including taxes have been paid in full. For purposes of dissolution, completion of Distributions under the Plan constitutes satisfaction in full of all outstanding liabilities.

16.6 Warranty of Transfers. All property, whether real or personal, to be transferred by

the Reorganized Debtor to any person or entity under this Plan, is transferred “as is, where is,” with no representation or warranty of any kind. All transfers by the Reorganized Debtor shall be transferred free and clear of all liens, claims and encumbrances pursuant to 11 U.S.C. § 363(f).

16.7 Compliance with Tax Requirements. In connection with this Plan, the Debtor/Reorganized Debtor shall comply with all withholding and reporting requirements imposed by federal, state, and local taxing authorities, and Distributions hereunder shall be subject to such withholding and reporting requirements.

16.8 Amendment of the Plan. This Plan may be amended or modified by the Debtor before, or by the Reorganized Debtor/Plan Agent after the Effective Date, as provided in § 1127 of the Bankruptcy Code.

16.9 Timing of Distributions. Unless otherwise specified herein, all payments and Distributions shall be made on a Payment Date. When a provision of this Plan requires that a payment shall be made on a certain date, such payment may be made (i) at any time prior to the date on which such payment is due; (ii) in more frequent intervals than set forth in such provision of the Plan; or (iii) not more than 10 days after the date any such payment is due. Notwithstanding the foregoing, no payment shall be considered late or otherwise result in a default unless the Plan Agent has failed to make the payment after the passage of 30 days following the receipt by the Plan Agent of a written notice advising that a payment has not been received in accordance with the times set forth in this paragraph.

16.10 Filing of Documents in Public Records. Pursuant to § 1146 of the Bankruptcy Code, the issuance, transfer or exchange of a security or the making of an instrument of transfer under this Plan (including without limitation the filing of any mortgage, deed of trust, security agreement, uniform commercial code financing statement or other similar document) shall not be taxed under any law imposing a stamp tax or similar tax.

16.11 Right to Seek Further Orders. The Reorganized Debtor and the Plan Agent, if and to the extent necessary, will seek such orders, judgments, injunctions, regulatory approvals, and rulings that may be required to carry out and further the intentions and purposes, and give full effect to the provisions, of the Plan.

16.12 Regulatory Approvals. As the Plan is not intended to modify or supplant any regulatory authority over the Debtor or the Reorganized Debtor, all regulatory approvals required in connection with the Plan will be sought and obtained.

16.13 Withdrawal of Plan. The Debtor reserves the right to withdraw this Plan at any time prior to the Confirmation Date. If the Debtor withdraws this Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then this Plan shall be deemed null and void. In such event, nothing contained herein shall be deemed to constitute an admission, waiver or release of any Claims by or against the Debtor, the Estate or any other person, or to prejudice in any manner the rights of the Debtor, the Estate or any person in any further proceedings involving the Debtor.

16.14 Due Authorization by Creditors. Each and every Creditor who elects to participate

in the Distributions provided for herein (i) warrants that it is authorized to accept in consideration of its Claim against the Debtor the Distributions provided for in this Plan; (ii) states that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by it under this Plan; and (iii) indemnifies and holds harmless the Reorganized Debtor, the Plan Agent and their professionals and representatives with respect to such Distributions.

16.15 Filing of Additional Documentation. On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

16.16 Implementation. The Debtor, the Reorganized Debtor and the Plan Agent shall be authorized to perform all reasonable, necessary and authorized acts to consummate the terms and conditions of the Plan.

16.17 Further Effect of Confirmation. Confirmation of this Plan effects no settlement, compromise, waiver or release of any Claim or cause of action unless this Plan or the Confirmation Order specifically so provides. The non-disclosure or non-discussion of any particular Claim or cause of action is not and shall not be construed as a settlement, compromise, waiver, or release of any such Claim or cause of action.

16.18 Reservation of Claims. The Debtor, the Reorganized Debtor and the Plan Agent reserve any and all claims and rights against any and all third parties, whether such claims and rights arose before, on or after the Petition Date, the Confirmation Date, the Effective Date, the Record Date and/or any Distribution Date, including, without limitation, any and all Claims and Causes of Action for relief that the Debtor, the Reorganized Debtor or the Plan Agent may have against any director, officer, any insurer under any insurance policy, or any other person or entity. The entry of the Confirmation Order shall not constitute *res judicata* or otherwise bar, estop or inhibit any actions by the Debtor, the Reorganized Debtor or the Plan Agent relating to any Claims or Causes of Action. Except as delegated to the Post-Confirmation Committee, the Plan Agent shall constitute the representative for the Debtor and their Estates and the Reorganized Debtor for purposes of retaining, asserting and/or enforcing Claims and Causes of Action under Section 1123(b)(3)(B) of the Bankruptcy Code.

16.19 Dates. The provisions of Bankruptcy Rule 9006 shall govern the calculation of any dates or deadlines referenced in the Plan.

16.20 Governing Law. Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas, without giving effect to any conflicts of law principles.

16.21 Conflict. Except as otherwise provided in the Plan, to the extent the Confirmation Order and/or this Plan are inconsistent with the Disclosure Statement, any other agreement entered into between the Debtor and any third party, the Plan controls the Disclosure Statement and any such agreements and the Confirmation Order (and any other orders of the Bankruptcy

Court) controls the Plan.

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

16.23 Further Action. Nothing contained in the Plan shall prevent the Reorganized Debtor or the Plan Agent from taking such actions as may be necessary to consummate the Plan, even though such actions may not specifically be provided for within the Plan.

Date: September 23, 2015.

/s/ Douglas J. Brickley

Douglas J. Brickley, Chief Restructuring Officer for
Aziz Convenience Stores, L.L.C.

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION

In re:	§	
	§	Case No. 14-70427
AZIZ CONVENIENCE STORES, L.L.C.,	§	
	§	Chapter 11
Debtor.	§	

BALLOT FOR:

DEBTOR’S CHAPTER 11 PLAN OF REORGANIZATION

The proposed Chapter 11 Plan of Reorganization (the “Plan”) filed by Aziz Convenience Stores, LLC (the “Debtor”) on September 23, 2015 can be confirmed by the Court and thereby made binding on you if it is accepted by the holders of two-thirds in amount and more than one-half in number of claims in each class voting on the Plan. In the event that the requisite acceptances are not obtained, the Court may nevertheless confirm the Plan if the Court finds that the Plan accords fair and equitable treatment to the class or classes rejecting it and otherwise satisfies the requirements of § 1129(b) of the Bankruptcy Code.

To have your vote on the Plan count, you must complete and return this Ballot as directed below. Only holders of claims in Class 1 and Class 2 may vote.

EXHIBIT A

ACCEPTANCE OR REJECTION OF CHAPTER 11 PLAN OF REORGANIZATION

I, _____, hereby certify that I am a Holder of a Claim against the Debtor in the amount of \$_____. As a Holder of a Class 1 Claim, I hereby vote to (check only one):

Accept the Debtor's Plan _____

-OR-

Reject the Debtor's Plan _____

Dated: _____, 2015.

Name of Holder

Holder's Street Address

City, State, Zip Code

Name and Title of Person Signing
for Holder

**TO BE COUNTED, THIS BALLOT MUST BE RECEIVED BY MATTHEW OKIN, OKIN & ADAMS LLP,
1113 VINE STREET, SUITE 201, HOUSTON, TEXAS 77002 NO LATER THAN 4:00 P.M. ON
_____, 2015.**

A BALLOT DOES NOT CONSTITUTE A VALID PROOF OF CLAIM IN THIS BANKRUPTCY CASE.