

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov**

In re:

**Case No.: 11-26571-BKC-EPK
Chapter 11**

MAQ MANAGEMENT, INC. et al.

Debtors.

/ (Jointly Administered)

**DEBTORS' JOINT DISCLOSURE STATEMENT FOR
FOURTH AMENDED CONSOLIDATED
CHAPTER 11 PLAN OF REORGANIZATION**

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April 15, 2013

ARTICLE I

INTRODUCTION

This is the Joint Disclosure Statement for Fourth Amended Consolidated Chapter 11 Plan of Reorganization (the “***Disclosure Statement***”) for the Administratively Consolidated Cases of MAQ Management, Inc., a Florida corporation (“***MAQ***”), Super Stop Petroleum, Inc., a Florida corporation (“***SSP***”), Super Stop Petroleum I, Inc., a Florida corporation (“***SSP I***”), and Super Stop Petroleum IV, Inc., a Florida corporation (“***SSP IV***”)(collectively, the “***Debtors***”). The Debtors filed their Voluntary Petitions for Relief in the Southern District of Florida, United States Bankruptcy Court (the “***Court***”), Case Nos. 11-26571-EPK, 11-26572-EPK, 11-26573-EPK, and 11-26574-EPK (the “***Bankruptcy Cases***”) under Chapter 11 of the Code on June 15, 2011, (the “***Petition Date***”). This Disclosure Statement contains information about the Debtors and describes the Debtors’ proposed Fourth Amended Consolidated Chapter 11 Plan of Reorganization (the “***Plan***”), filed of even date herewith.

Your rights may be affected. You should read the Plan and this Disclosure Statement carefully and discuss them with your attorney. If you do not have an attorney, you may wish to consult one.

The proposed distribution to General Unsecured Creditors under the Plan is discussed in the Plan and this Disclosure Statement. General Unsecured Creditors are classified in Class 11. Each Class 11 General Unsecured Creditor will receive \$100,000.00 in quarterly distributions of \$5,000.00 over five years on a pro rata basis (the “Class 11 Payments”). **Exhibit G** sets for the Debtors’ schedule of estimated claims. The Class 11 Payments will be funded from the cash flow from the operating business.

A. Purpose of This Document

This Disclosure Statement describes:

- The Debtors and significant events during the bankruptcy case,
- How the Plan proposes to treat claims or equity interests of the type you hold (*i.e.*, what you will receive on your claim or equity interest if the Plan is confirmed),
- Who can vote on or object to the Plan,
- What factors the Bankruptcy Court (the “Court”) will consider when deciding whether to confirm the Plan,
- Why the Debtors believes the Plan is feasible, and how the treatment of your claim or equity interest under the Plan compares to what you would receive on your claim or equity interest in liquidation, and
- The effect of confirmation of the Plan.

Be sure to read the Plan as well as the Disclosure Statement. This Disclosure Statement describes the Plan, but it is the Plan itself that will, if confirmed, establish your rights.

B. Deadlines for Voting and Objecting; Date of Plan Confirmation Hearing

The Court has not yet confirmed the Plan described in this Disclosure Statement. This Section describes the procedures pursuant to which the Plan will or will not be confirmed.

1. The Hearing at which the Court will determine whether to approve the Plan and this Disclosure Statement (the Court has conditionally approved it) will take place on the dates set forth within the Order Conditionally Approving Disclosure Statement (the “Order”) which has been provided within this package.

2. Ballots: If you are entitled to vote to accept or reject the Plan, please use the enclosed ballot and it, in the enclosed envelope, to the U.S. Bankruptcy Court, Flagler Waterview Building, 1515 North Flagler Drive, 8th Floor, West Palm Beach, FL 33401 and please send a copy of the ballot to Christopher C. Todd, McIntyre, Panzarella, Thanasides, Bringgold & Todd, P.L., 6943 East Fowler Avenue, Temple Terrace, Florida 33617. See Section IV A. below for a discussion of voting eligibility requirements. A sample form of Ballot is attached as **Exhibit A** to this Disclosure Statement, in addition to the ballot enclosed with the mailing of this Disclosure Statement. **You must file your ballot with the Court, on or before the deadline set forth within the Order which has been provided within this package.**

3. Objections to the Confirmation of the Debtors’ Plan or to this Disclosure Statement must be filed with the Court and served upon the Debtors and all parties in interest on or before the deadline set forth within the Order which has been provided within this package.

4. If you want additional information about the Plan, you should contact Christopher C. Todd, McIntyre, Panzarella, Thanasides, Bringgold & Todd, P.A., 6943 East Fowler Avenue, Temple Terrace, Florida 33617, or via email at: chris@mcintyrefirm.com.

C. Disclaimer

The Court has conditionally approved this Disclosure Statement as containing adequate information to enable parties affected by the Plan to make an informed judgment about its terms. The Court has not yet determined whether the Plan meets the legal requirements for confirmation, and the fact that the Court has conditionally approved this Disclosure Statement does not constitute an endorsement of the Plan by the Court, or a recommendation that it be accepted. The Court’s conditional approval of this Disclosure Statement is subject to final approval at the hearing on confirmation of the Plan. Objections to the adequacy of this Disclosure Statement must be filed on or before the deadline set forth within the Order which has been provided within this package.

ARTICLE II

BACKGROUND

A. The Debtors' principal executive and administrative offices were located at 4800 North Federal Highway, Suite 200E, Boca Raton, Florida 33431. The Debtors moved in 2013 to 6221 W. Atlantic Blvd., Margate, FL 33063. SSP primarily owns and leases 25 convenience stores that sell gasoline, it has been in business since 1995. SSP I and SSP IV each own vacant tracts of land which were purchased in 2000. MAQ is a management company that handles the business affairs of SSP, SSP I, SSP IV and other related entities, it also owns three commercial properties. MAQ provides consulting and other services to related and unrelated parties, it was formed in 2004. The financial affairs of the SSP, SSP I, SSP IV and MAQ are inextricably intertwined.

On June 15, 2011 Debtors filed petitions for relief under Chapter 11 of the United States Bankruptcy Code.

Debtors hope to use the Chapter 11 process to restructure their existing debt, simplify their corporate structure, improve tenant quality, and create a new source of recurring revenue by supplying the fuel to their convenience stores.

B. Insiders of the Debtors

1. The Debtors have a single common shareholder as set forth below:

Name	Title(s)
Mahammad A. Qureshi	President, Director, 100% Stockholder

C. Management of the Debtors Before, During and After the Bankruptcy

1. Management – Past two years: During the two years prior to the Petition Date (June 15, 2011), the officers, directors, managers or other persons in control of the Debtors (collectively the “Managers”) were:

Debtor	Name	Title(s)
MAQ Management, Inc.	Mahammad A. Qureshi	President, Director
Super Stop Petroleum, Inc.	Mahammad A. Qureshi	President, Director
Super Stop Petroleum I, Inc.	Mahammad A. Qureshi	President, Director
Super Stop Petroleum IV, Inc.	Mahammad A. Qureshi	President, Director

2. **Management During Chapter 11 Case:** The Managers of the Debtors during the pendency of the Debtors' chapter 11 cases are (and will remain):

Debtor	Name	Title(s)
MAQ Management, Inc.	Mahammad A. Qureshi	President, Director
Super Stop Petroleum, Inc.	Mahammad A. Qureshi	President, Director
Super Stop Petroleum I, Inc.	Mahammad A. Qureshi	President, Director
Super Stop Petroleum IV, Inc.	Mahammad A. Qureshi	President, Director

3. Management Post-Confirmation of the Plan: Effective as of the Effective Date of the Order confirming the Debtors' Plan, the Debtors will merge with and into SSP, with SSP remaining as the surviving entity liable for all Plan obligations. Mahammad A. Qureshi will be the President and sole Director of the reorganized Debtor post-confirmation. The post-Confirmation annual salary for Mr. Qureshi the first year following the Effective Date will be \$200,000 per year. Salaries may accumulate if not drawn.

D. Events Leading to Chapter 11 Filing

A number of issues caused the Debtors to make the decision to reorganize under Chapter 11 of the United States Bankruptcy Code.

1. The Debtors are heavily invested in real estate which has lost considerable value since 2009.
2. Applicable law required SSP to replace its gasoline storage tanks prior to December 31, 2009, and in certain instances to perform environmental remediation. Under the terms of the leases with SSP's tenants, in most cases, this was the tenants' obligation. Many of the tenants defaulted and failed to pay for the required remediation. Many tenants have also defaulted on their rent obligations.
3. Debtors invested nearly \$7 million in a commercial real estate project in Lake Mary, Florida with a banker named George Bevelis. The project has lost value, George Bevelis has filed his own petition for relief under Chapter 11 of the Code, and the Bank that financed the project failed and was taken over by BB&T.
4. Debtors' principal Mahammed Qureshi went through a divorce, straining his economic resources and ability to provide economic assistance to the Debtors.
5. Many of the Debtors' commercial real estate loans have matured or are about to mature, Debtor's largest lender (Colonial Bank) was taken over by BB&T on a loss share agreement making it more difficult to renew or restructure the loans, and there has been a severe contraction in the availability of financing for commercial real estate.
6. Debtors have become over-extended and under-capitalized with regard to their real estate projects.

E. Significant Events During the Bankruptcy Case

<u>Date</u>	<u>Event</u>	<u>Docket No.</u> <u>(if applicable)</u>
6/15/11	Debtors filed their petitions for relief under Chapter 11 of the Code.	
6/17/11	Order Granting Motion for Joint Administration of Cases	Doc. No. 11
6/22/11	Order Granting Application to Employ Tararchyk Merrill	Doc. No. 28
9/15/11	Order Granting Application to Employ Messana, P.A.	Doc. No. 135
10/19/11	Order Granting Application to Employ McIntyre, Panzarella et al	Doc. No. 220
8/1/11	Meeting of Creditors Held	
9/1/11	Original Debtors' counsel replaced by Thomas M. Messana	
8/1/11	Order Shortening Time for Filing Proofs of Claim and Setting Deadline for September 13, 2011	Doc. No. 79
9/13/11	SSP I and SSP IV file separate Chapter 11 Plans of Liquidation Plans are withdrawn on October 14, 2011	Doc. Nos. 131 and 132
10/13/11	Debtors filed their consolidated plan of reorganization	Doc. No. 205
10/19/11	Notice of filing waiver of claims against estates by BNK Real Estate, LLC	Doc. No. 218
11/15/11	Debtors filed their amended consolidated plan of reorganization and disclosure statement	Doc. Nos. 263 and 264
12/13/11	Debtors obtained an order granting motion to compromise controversy with Fifth Third Bank.	Doc. No. 305
2/14/12	Order granting final fee application of Thomas M. Messana, final award \$85,000; previously awarded and paid \$50,000, \$35,000 administrative expense claim	Doc. No. 408 and 300
3/1/12	Debtors filed their Second Amended Consolidated Plan of Reorganization along with disclosure statement.	Doc. Nos. 435 and 436
3/6/12	Interim Order(s) Authorizing DIP Financing and other relief	Doc. No. 438 and 469
3/15/12	Agreed Order Resolving Motions to Value Iberia Bank Collateral	Doc. No. 466
3/30/12	Debtors obtained an order granting motion to compromise controversy with BB&T.	Doc. No. 493
4/3/12	Debtors obtained an order granting motion to compromise controversy with Giant Oil, Inc.	Doc. No. 494
4/9/12 11/18/11	Debtors enter into adequate protection agreements with the following lenders: <ul style="list-style-type: none"> ○ Wachula State Bank ○ First State Bank of Arcadia ○ Capital Bank/Premier Bank ○ Fifth Third Bank 	Doc. No. 502, 297 Doc. No. 273
4/10/12	Debtors' exclusivity period expired	Doc. No. 489

<u>Date</u>	<u>Event</u>	<u>Docket No.</u> <u>(if applicable)</u>
4/17/12	Agreed Order granting BB&T's motion for relief from stay with respect to 1403 N Ocean Dr.	
4/20/12	Debtors obtained an order authorizing Super Stop Petroleum, Inc. to enter into a post-petition lease and asset purchase contract with 7-Eleven.	Doc. No. 519
4/20/12	Debtors obtained an order granting motion to compromise controversy with First National Bank of South Florida.	Doc. No. 520
4/27/12	Agreed Orders resolving Debtors' motions to value collateral of Florida Community Bank	Doc. Nos. 529 and 530
5/3/12	Debtors' file consolidated Third Amended Plan and Disclosure Statements	Doc. Nos. 532 and 533
5/4/12 7/16/12	Orders Granting Interim Fee Applications of Debtor's Counsel, McIntyre, Panzarella	Doc. No. 534, 610
5/25/12	Sam's East, Inc. ("Sam's East") filed an Amended Motion for Allowance of (I) Administrative Expense Claim Pursuant to 11 U.S.C. § 503(B)(1)(A) and (II) a General Unsecured Claim Pursuant to Either Bankruptcy Rule 9024 or Bankruptcy Rule 9006(B)	Doc. No. 574
5/16/12- 8/22/12	Objections to Disclosure Statement/Plan/Confirmation filed by Broward County Environmental Protection & Growth Management, Miami-Dade County Tax Collector, First State Bank of Arcadia/Wauchula State Bank, US Trustee, 1 st National Bank of South Florida, Sam's East, Inc., Osceola County Tax Collector	Doc. Nos. 541, 542, 543, 544, 550, 551, 639
5/17/12	Sam's East, Inc. files an application for Administrative Expenses in the amount of \$3,982,000	Doc. No. 552, 574
May 2012 through February 2013	Unable to resolve Sam's East's administrative expense claim and confirm the Third Amended Plan, the Debtors dispute the validity of the Sam's East's administrative expense claim and proceed to litigate and negotiate the resolution of the claim.	
5/31/12	Agreed Order re Vineland Property	Doc. No. 581
7/16/12 12/20/12	Agreed Orders granting motion for authority to pay General Contractor: \$150,000 for tank replacement/upgrade at the Lantana station from Iberia Bank's cash collateral DIP account; \$40,000 for the Stuart station and \$40,000 for the Fort Pierce station from the Giant Oil court registry funds.	Doc. Nos. 609, 724
9/17/12	Order approving employment of Robert W Wells as Special Counsel for the Debtor (environmental attorney)	Doc. No. 656
1/11/13	Order granting motion for relief from automatic stay by Florida Community Bank (f/k/a Premier Bank)	Doc. No. 742
2/28/13	1 st National Bank forecloses on the Debtor's real property located at 8208 West Commercial Blvd., Lauderhill, FL (" 8208 Commercial "), 10001 Sunset Strip, Sunrise, FL (" 10001 Sunset "), 1720 University Dr., Miramar, FL (" 1720	

<u>Date</u>	<u>Event</u>	<u>Docket No.</u> <u>(if applicable)</u>
	<i>University</i> ”), and 27975 S. Dixie Hwy, Naranja, FL (“ <i>27975 Dixie</i> ”)	
April 15, 2013 (Estimated completion date)	Debtors and Sam’s East plan to file a motion to compromise controversy and settle the administrative expense claim allowing Sam’s East an administrative claim of \$75,000.00 and an unsecured claim of \$3,907,000.00.	N/A

Since the filing of the Petition, the Debtors have conveyed, lost through foreclosure, or otherwise transferred the following properties all as approved by the Court:

- A. 3301 W. Hillsborough Ave., Tampa, FL to Giant Oil
- B. 3024 Hillsborough Ave., Tampa, FL to Giant Oil
- C. 1705 W. Hillsborough Ave., Tampa, FL to Giant Oil
- D. 15202 Livingston Ave., Tampa, FL to Giant Oil
- E. 233 Academy Dr., Kissimmee, FL to Fifth Third Bank
- F. 8208 West Commercial Blvd., Lauderhill, FL to 1st National Bank of South Florida
- G. 1720 University Dr., Miramar, FL to 1st National Bank of South Florida
- H. 10001 Sunset Strip, Sunrise, FL to 1st National Bank of South Florida
- I. 27975 S. Dixie Hwy, Naranja, FL to 1st National Bank of South Florida
- J. 3554 W. Orange Country Club Dr., Winter Garden, FL
- K. 7309 Narcoossee Rd., Orlando, FL
- L. 8081 Narcoossee Rd., Orlando, FL

F. Projected Recovery of Avoidable Transfers

The Debtors, along with Debtors’ counsel or special counsel, will undertake an extensive analysis of preference, fraudulent conveyance, or other avoidance actions following the filing of the Plan and Disclosure Statement. The Debtors statement of financial affairs (Doc. No. 18, Case No. 11-26572-EPK) reflect approximately \$185,000 in transfers to insiders within the one year period prior to filing; however, \$138,827.68 of that figure is represented by payments to Flovest, LLC. The Debtors were involved in litigation with Flovest and believe that Flovest’s assets have no value and do not intend to pursue recovery from Flovest. The remaining listed transfers will be investigated but involve predominantly payments to Mr. Qureshi who is in Chapter 11 bankruptcy himself. Since the Debtors have not yet completed their investigation with regard to prepetition transactions, if you received a payment or other transfer within 90 days of the bankruptcy, or other transfer avoidable under the Code, the Debtors may seek to avoid such transfer.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtors reserve the right to object to claims. Therefore, even if your claim is allowed

for voting purposes, you may not be entitled to a distribution if an objection to your claim is later upheld. The procedures for resolving disputed claims are set forth in Article V of the Plan.

H. Current and Historical Financial Conditions

Liquidation Analysis: The identity and liquidation value of the assets held by the Debtors' estates as of the Petition Date are listed in **Exhibit B** to this Disclosure Statement.

Debtors' Historical Financial Statements: Attached as **Exhibit C** to this Disclosure Statement are income statements and balance sheets prepared by the Debtors (unaudited) for calendar years 2013, 2012, 2011, 2010, and 2009.

Debtors' Consolidated 5 year *Pro Forma*. **Exhibit D** sets forth monthly projections for the first year following confirmation of the Plan along with annual projections for each of the 5 years following confirmation of the Plan for all properties proposed to be retained by the Debtors and separated by lender.

ARTICLE III

SUMMARY OF THE PLAN OF REORGANIZATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. What is the Purpose of the Plan of Reorganization?

As required by the Code, the Plan places claims and equity interests in various classes and describes the treatment each class will receive. The Plan also states whether each class of claims or equity interests is impaired or unimpaired. If the Plan is confirmed, your recovery will be limited to the amount provided by the Plan.

B. Unclassified Claims

Certain types of claims are automatically entitled to specific treatment under the Code. They are not considered impaired, and holders of such claims do not vote on the Plan. They may, however, object, if, in their view, their treatment under the Plan does not comply with that required by the Code. As such, the Plan Proponent has *not* placed the following claims in any class:

1. Administrative Expenses - Administrative Expenses are costs or expenses of administering the Debtors' chapter 11 case which are allowed under § 507(a) (2) of the Code. Administrative expenses also include the value of any goods sold to the Debtors in the ordinary course of business and received within 20 days before the date of the bankruptcy petition. The Code requires that all administrative expenses be paid on the effective date of the Plan, unless a particular claimant agrees to a different treatment.

The following chart lists the Debtors' estimated Administrative Expenses and their proposed treatment under the Plan:

<u>Type</u>	<u>Estimated Amount Owed</u>	<u>Proposed Treatment</u>
Expenses Arising in the Ordinary Course of Business After Petition Date	Less than \$10,000.00	Paid in full on the Effective Date of the Plan, or as otherwise agreed by the parties.
Professional Fees: McIntyre, Panzarella Bob Wells, Esq. Messana, P.A. Paul Galizzi, Appraiser Sam's East	\$125,000 \$15,000 \$35,000 ¹ \$4,000 \$75,000 ²	Paid in full on or before the Effective Date of the Plan
DIP loan from Investment Group IV, LLC	\$242,000	The Debtors will make monthly interest only payments to Investment Group IV, LLC for 24 months following confirmation of the plan beginning the second month following confirmation and will pay the remaining balance in full at the end of the 25 th month following confirmation of the Plan.
Office of the U.S. Trustee Fees	\$4,875	Paid in full on the Effective Date of the Plan
TOTAL	Approximately \$466,000	

¹ Messana, P.A. was awarded an \$85,000.00 administrative expense claim offset by \$50,000.00 held in retainer, leaving \$35,000.00. The Debtor has the option to pay \$15,000.00 to satisfy the entire remaining claim if paid 14 days or more prior to the confirmation hearing. The Debtor intends to make the discounted payment and therefore this amount is not reflected in the Debtors' post-confirmation projections..

² Pursuant to the terms of the Sam's East motion for approval of compromise of controversy, the Sam's East administrative claim will be paid upon entry of an order granting the settlement which is expected to occur prior to confirmation of the Plan and therefore this amount is not reflected in the Debtors' post-confirmation projections.

2. Priority tax claims - Priority tax claims are unsecured income, employment, and other **taxes** described by section 507(a)(8) of the Code. Unless the holder of such § 507(a)(8) priority tax claim agrees otherwise, the claimant must receive the present value of such claim, in regular installments paid over a period not exceeding 5 years from the order of relief. The Debtors estimate the total priority tax liability as follows:

	<u>Proof of Claim Amount</u>
Florida DOR	\$13,105.41
Broward County Environmental Protection & Growth Management Department	\$8,500.00 ³

C. Classes of Claims and Equity Interests

The following are the **classes** set forth in the Plan, and the proposed treatment that they will receive under the Plan:

Class 1 – Priority Claims

All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a) (2), and priority tax claims under § 507(a) (8)).

Secured Claims:

Class 2 – County Tax Collectors and Tax Lien Certificateholders

County tax collectors and tax lien certificateholders with statutory liens on real and personal property owned by the Debtors, to the extent such secured claims are allowed as secured claims under § 506 of the Code, including but not limited to the claims of the following entities:

Claim Holder	Proof of Claim No.	Case or Other Identifying Information
County Tax Collectors		
DeSoto County Tax Collector	POC #27 and #28	Case No. 11-26572-EPK (SSP)
Miami-Dade County Tax Collector	POC #3	Case No. 11-26571-EPK (MAQ)
Broward County Tax Collector	POC #1	Case No. 11-26571-EPK (MAQ)
Polk County Tax Collector	POC #9	Case No. 11-26571-EPK (MAQ)
Martin County Tax Collector	POC #26	Case No. 11-26571-EPK (MAQ)

³ The Proof of Claim totaled \$25,389.95. The Debtor has already paid the portion of the claim related to NOV10-0018 in the amount of \$16,889.95.

Sarasota County Tax Collector	POC #25	Case No. 11-26571-EPK (MAQ)
Palm Beach County Tax Collector	POCs #2, #3, and #4	Case No. 11-26572-EPK (SSP)
Hillsborough County Tax Collector	POCs #31, #32, #33, #34, #35, #36, and #37	Case No. 11-26572-EPK (SSP)
Osceola County Tax Collector	POCs #19 and #20	Case No. 11-26571-EPK (MAQ)
Orange County Tax Collector	POCs #10, #11, #12, #13, #14, #15, #16, #17, and #18	Case No. 11-26571-EPK (MAQ)
Tax Lien Certificateholders		
Ghett TL, LLC	POC #23	Case No. 11-26571-EPK (MAQ)
Capital One, N.A., as collateral assignee of Durham Tax, LLC	POC #24	Case No. 11-26571-EPK (MAQ)
RA TLC 2010, LLC: Capital One, N.A. as collateral assignee	POC #5	Case No. 11-26572-EPK (SSP)
2011 RA TLC LLC c/o Capital One Bank as collateral assignee	N/A	Miami-Dade County Folio #: 30-2219-000-0760 (2010)
Finance Southern Co. and First National Bank of South Miami	N/A	Miami-Dade County Folio #: 30-2219-000-0760 (2009)
HMF FL A LLC	N/A	N/A
Ilene Klasfeld	N/A	N/A

Class 3 – Branch Banking and Trust company

Branch Banking and Trust Company (“**BB&T**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**BB&T Collateral**”):

1. 3554 W. Orange Country Club Drive, Winter Garden, FL (“**3554 Orange County Club**”)
2. 1403 North Ocean Dr., Hollywood, FL (“**1403 North Ocean**”)
3. 4200 Vineland Ave., Lauderhill, FL (“**4200 Vineland**”)
4. 510 NE Park Ave., Okeechobee, FL (“**510 Park**”)
5. 5300 E. Irlo Bronson Hwy, St. Cloud, FL (“**5300 Irlo Bronson**”)
6. 7309 Narcoossee Rd., Orlando, FL (“**7309 Narcoossee**”)
7. 8081 Narcoossee Rd., Orlando, FL (“**8081 Narcoossee**”)

Class 4 – Giant Oil, Inc.

Giant Oil, Inc. (“**Giant Oil**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**Giant Oil Collateral**”):

1. 3301 W. Hillsborough Ave., Tampa, FL (“**3301 Hillsborough**”)
2. 3024 Hillsborough Ave., Tampa, FL (“**3024 Hillsborough**”)
3. 1705 W. Hillsborough Ave., Tampa, FL (“**1705 Hillsborough**”)
4. 102 US Highway 92 East, Seffner, FL (“**102 Hwy 92**”)
5. 15202 Livingston Ave., Tampa, FL (“**15202 Livingston**”)
6. 803 North Park Avenue, Apopka, FL (“**803 Park**”)

Class 5 – Fifth Third Bank

Fifth Third Bank (“**Fifth Third**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**Fifth Third Collateral**”):

1. 233 Academy Dr., Kissimmee, FL 34744 (“**233 Academy**”)

Class 6 – 1st National Bank of South Florida

1st National Bank of South Florida (“**1st National**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**1st National Collateral**”):

1. 8208 West Commercial Blvd., Lauderhill, FL (“**8208 Commercial**”)
2. 10001 Sunset Strip, Sunrise, FL (“**10001 Sunset**”)
3. 1720 University Dr., Miramar, FL (“**1720 University**”)
4. 27975 S. Dixie Hwy, Naranja, FL (“**27975 Dixie**”)

Class 7 – First State Bank of Arcadia and Wauchula State Bank

First State Bank of Arcadia (“**Arcadia**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**Arcadia Collateral**”):

1. 2829 Highway 70 West, Arcadia, FL (“**2829 Hwy 70**”)

Wauchula State Bank (“**Wauchula**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**Wauchula Collateral**”):

1. 3510 Cleveland Heights, Lakeland, FL (“**3510 Cleveland**”)

Class 8 – Iberia Bank

Iberia Bank claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**Iberia Bank Collateral**”):

1. 2799 US Hwy 1, Ft. Pierce, FL (“**2799 Hwy 1**”)
2. 1651 Indiantown Rd., Jupiter, FL (“**1651 Indiantown**”)
3. 8880 West Lantana Rd., Lake Worth, FL (“**8880 Lantana**”)
4. 4505 South Federal Highway, Stuart, FL (“**4505 Federal Hwy**”)
5. 321 Opa Locka Blvd., Opa Locka, FL (“**321 Opa Locka**”)

Class 9 – Florida Community Bank, N.A., (f/k/a Premier American Bank, N.A.)

Premier American Bank, N.A. (n/k/a Florida Community Bank, N.A.) (“**Premier Bank**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “Premier Bank Collateral”):

1. 3250 DeSoto Rd., Sarasota, FL (“**3250 DeSoto**”)
2. 3900 Riverland Rd., Ft. Lauderdale, FL (“**3900 Riverland**”)

Class 10 – Capital Bank, N.A. (f/k/a NAFH National Bank)

Capital Bank, N.A. (f/k/a NAFH National Bank) (“**Capital Bank**”) claims a first lien on the real property, rents and proceeds produced thereon, to the extent such secured claim is allowed as a secured claim under § 506 of the Code, with respect to the following locations (the “**Capital Bank Collateral**”):

1. 3931 SW 40th Ave., Pembroke Park, FL (“**3931 SW 40th**”)
2. 1116 Hypoluxo Rd., Lantana, FL (“**1116 Hypoluxo**”)

Class 11 – General Unsecured Claims All General Unsecured Claims including deficiency claims allowed under § 502 of the Code not otherwise classified herein.

Class 12 – Unsecured Claims of Insiders and Affiliates of the Debtors All Unsecured Claims including deficiency claims allowed under § 502 of the Code claimed by insiders and affiliates of the Debtors including but not limited to the following individuals and entities:

1. BNK Real Estate, LLC
2. Dania Investments, Inc.
3. Highway 80 Investments, Inc.
4. Mahammad A. Qureshi
5. MAQ Group, Inc.
6. MAQ Management, LLC
7. MBA of America, LLC

8. Petroleum America, LLC
9. Q Research Services, Inc.
10. SP Legal, LLC
11. Subco Beeline, Inc.
12. Super Stop 101, Inc.
13. Super Stop 301
14. Super Stop Brandon
15. Super Stop Express, Inc.
16. Super Stop Pensacola, Inc.
17. Super Stop Petroleum IV, Inc.
18. Super Stop South Carolina, Inc.
19. Super Stop Stores, Inc.

Class 13 - Equity interests of the Debtors. All equity interests in the Debtors.

ARTICLE IV**TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN**

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 – Priority Claims	Unimpaired	This Plan shall not alter the legal, equitable, and contractual rights of the holders of the Allowed Class 2 Secured Claim(s). The Debtor is not aware of any Class 1 Priority Claims.
Secured Claims		
Class 2 – County Tax Collectors and Tax Lien Certificateholders	Unimpaired	<p>This Plan shall not alter the legal, equitable, and contractual rights of the holders of Allowed Class 2 Secured Claim(s).</p> <p>To the extent that the Debtor no longer owns property secured by the claim of a Class 2 Secured Creditor, such creditor's claim will not be allowed against the Estates and the Debtors shall make no payments under the plan in connection with such claims. If you are unsure whether property securing your claim is still owned by the Debtor, please contact Debtor's counsel or the county where the property is located for verification.</p> <p>The holders of Allowed Class 2 Secured Claims will retain the lien(s) securing such claim(s) and be paid on account of such claims: (i) regular monthly installment payments in cash of a total value, as of the Effective Date, equal to the allowed amount of such claim(s) over a period ending not later than 5 years after the Petition Date with interest at the statutory rate in the case of county tax collectors or the applicable tax lien certificate rate in the case of holders of tax lien certificates or (ii) in full with interest as indicated above upon the sale of any real or personal property secured by such Claimant's Allowed Class 2 Secured Claim. The Debtors shall also pay any post-petition accrued taxes, if applicable, and shall not need to file administrative claims for such taxes.</p> <p>A schedule setting forth the real estate taxes due is set forth on <u>Exhibit H</u>.</p>
Class 3 – BB&T (BB&T Collateral) MAQ Loan 1 \$2,396,768.77 MAQ Loan 2 \$1,326,189.71	Impaired	<p>Pursuant to a settlement and compromise of controversy between the Debtors and BB&T approved by the Court, the parties have agreed to the following treatment of the Allowed Class 3 Secured Claims of BB&T:</p> <p><u>1403 North Ocean-MAQ</u></p> <p>1403 North Ocean will be sold together with 2 properties owned by non-Debtor, Super Stop Management (an affiliate of the Debtors), pursuant to the terms of a stipulated settlement agreement in connection with state court litigation involving this property. The sale of these properties shall be consummated no</p>

<p>MAQ Loan 3 \$1,316,477.25</p> <p>SSP Loan 1 \$910,296.29</p> <p>SSP Loan 2 \$3,222,293.37</p> <p>SSP Loan 3 \$398,667.61</p> <p>SSP I & IV Loan \$14,774,296.66</p>		<p>later than May 31, 2013 or as otherwise agreed to by the parties, from which BB&T shall receive net proceeds of \$900,000.00 in full satisfaction of BB&T's claim, note, and mortgage related to 1403 North Ocean. If no such sale takes place, BB&T will be entitled to immediate judgments of foreclosure on 1403 North Ocean and the two non-Debtor properties. The sale or judgments will satisfy BB&T's entire claim with respect to 1403 Ocean.</p> <p><u>4200 Vineland-SSP</u></p> <p>4200 Vineland shall be valued at \$2.7 million dollars (the "4200 Vineland Value"). Subject to the resolution of any objections to the claim, BB&T shall have a claim secured by the real property equal to the 4200 Vineland Value.</p> <p>BB&T's secured claim shall be documented using BB&T's standard forms and shall include their standard terms except to the extent that they need to be modified to comport with the terms of the Plan, the terms shall include the following:</p> <ul style="list-style-type: none"> i. SSP shall be the sole Borrower and only obligor. ii. The loan will be amortized over 20 years with 5.25% interest and monthly installment payments due on the 1st date of every month beginning on the 1st day of the third calendar month following the Effective Date, with a balloon payment due December 1, 2013. iii. On the Effective Date, the outstanding balance of the loan shall equal the 4200 Vineland Value. <p><u>3554 Orange Country Club (MAQ), 510 Park (SSP), 5300 Irlo Bronson (SSP I), 7309 Narcoossee, and 8081 Narcoossee (SSP IV)</u></p> <p>Since 3554 Orange Country Club, 510 Park, 5300 Irlo Bronson, 7309 Narcoossee, and 8081 Narcoossee (the "BB&T Auction Properties") were not sold at the auction (the "Proposed Auction") held on March 15, 2012 (the "BB&T Auction Deadline"): </p> <ul style="list-style-type: none"> a. BB&T shall be entitled to relief from the automatic stay and entry of an unopposed judgment of foreclosure in the state court foreclosures in the amount of the BB&T Indebtedness; and, b. The Indebtedness less the sale prices from the sale of the BB&T Auction Properties shall determine BB&T's deficiency amount which shall be treated as a Class 12 General Unsecured Claim. <p>These terms are subject to final approval of the FDIC.</p>
<p>Class 4 – Giant Oil (Giant Oil Collateral)</p>	<p>Impaired</p>	<p>Pursuant to a court approved settlement and compromise of controversy between the Debtors and Giant Oil, the parties have agreed to the following treatment of the Allowed Class 4 Secured Claim of Giant Oil (all properties owned by SSP):</p> <p><u>3301 W. Hillsborough (Alleged Principal Balance \$580,407.81),</u></p>

	<p><u>3024 W. Hillsborough (Alleged Principal Balance \$518,915.65), 1705 W. Hillsborough (Alleged Principal Balance \$233,146.64), and 15202 Livingston (Alleged Principal Balance \$550,197.44)</u></p> <p>3301 Hillsborough, 3024 Hillsborough, 1705 W. Hillsborough and 15202 Livingston (the “<i>Giant Oil Transfer Properties</i>”) shall be conveyed to Giant Oil or its assignee, free and clear of all liens and encumbrances under 11 U.S.C. § 363 or Plan sale, subject to all outstanding real estate tax obligations against such Giant Oil Transfer Properties.</p> <p>Upon the sale/transfer of the Giant Oil Transfer Properties to Giant Oil, Giant Oil shall release and satisfy any and all mortgages, notes, and other loan documents related to the Giant Oil Collateral.</p> <p><u>102 Hwy 92 (Alleged Principal Balance \$457,281.50)</u></p> <p>Pursuant to agreement with Giant Oil, 102 Hwy 92 shall be retained by the Debtor, free and clear of Giant Oil’s lien, and Debtor shall be entitled to collect and receive all Future Rents paid in connection with this property, rent receivables and any other amounts due under the leases or other agreements related to this property.</p> <p><u>803 Park (Alleged Principal Balance \$940,857.22)</u></p> <p>Pursuant to agreement with Giant Oil, 803 Park shall be retained by the Debtor, free and clear of Giant Oil’s lien, and Debtor shall be entitled to collect and receive all Future Rents paid in connection with this property, rent receivables and any other amounts due under the leases or other agreements related to this property.</p> <p><u>State Court Rent Registry</u></p> <p>In connection with the State Court Foreclosure Actions regarding the Giant Oil Collateral, the rents for these properties have been escrowed in the Registry of the Court for the various foreclosure actions, and the collected balance is approximately \$597,000.00 (the “Rents”). The Debtor and Giant Oil agree to cooperate to take appropriate steps to obtain release of the Rents from the various court registries.</p> <p>a. Upon release of the Rents from the various registries of the court, the Parties agree to use their best efforts to pay the all present and past due Florida Sales Tax due on the Rents from the money in the Registry of the Court as soon as is practical;</p> <p>b. The Debtor and Giant Oil Parties shall equally divide the remainder of the Rents, after the payment of applicable present and past due Florida Sales Taxes upon</p>
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		<p>the Rents, with one half of the remaining Rents, after the payment of all applicable Florida Sales Taxes payable to Giant Oil and one half of the remaining Rents, after the payment of all applicable Florida Sales Taxes payable to the Debtor.</p> <p>All guarantors of the Debtors' obligations to Giant will be released by the order confirming this Plan.</p>
<p>Class 5 – Fifth Third (Fifth Third Collateral) Principal Balance \$1,460,106.03</p>	Impaired	<p>The Allowed Class 5 Secured Claim of Fifth Third will be will be treated as follows:</p> <p>Pursuant to an approved Compromise, the Fifth Third Collateral, 233 Academy (SSP), was surrendered to Fifth Third in full satisfaction of its Claim.</p> <p>All guarantors of the Debtors' obligations to Fifth Third will be released by the order confirming this Plan.</p>
<p>Class 6 – 1st National (1st National Collateral) Estimated Claims 2002 Loan \$541,790.19 2009 Loan \$2,858,411.25</p>	Impaired	<p>The Class 6 Secured Creditor has foreclosed on its collateral pursuant to this Court's approval of 1st National's motion for relief from the stay.</p> <p>The foreclosure of the collateral satisfies the Class 6 Secured Claims in full. If the Class 6 Secured Creditor contends that any deficiency claim exists, the Class 6 Secured Creditor shall file a claim, at least 3 business days prior to the confirmation hearing, for deficiency with actual or estimated deficiency claims which will be allowed as Class 11 General Unsecured Claims under this Plan.</p>
<p>Class 7 – Arcadia (Arcadia Collateral) And Wauchula (Wauchula Collateral)</p>	Impaired	<p>Pursuant to a settlement and compromise of controversy between the Debtors, Arcadia and Wauchula not yet filed with the Court, the parties have agreed to the following treatment of the Allowed Class 7 Secured Claims of Arcadia and Wauchula:</p> <p>Prior to the confirmation hearing on this Plan, Arcadia, Wauchula and the Debtors will file a 9019 motion seeking court approval of a consolidation of the obligations of SSP to Wauchula and including the following material terms (the "Wauchula 9019 Motion"): </p> <p>a) Wauchula will purchase Arcadia's Claim(s) against the Debtors.</p> <p>b) SSP would enter into a consolidated note with Wauchula with a principal balance of \$1,356,245.84, secured by 2829 Hwy 70 and 3510 Cleveland.</p> <p>c) Upon the effective date of the Plan, Super Stop will pay</p>

	<p>Wauchula \$25,000 as its first payment to be applied to the outstanding balance, leaving a balance of \$1,331,245.84 (the "Wauchula Balance"). The Wauchula Balance shall be paid based on a 20 year amortization at a fixed interest rate of 4.0% per annum. The fixed monthly payments in the amount of \$8,107.28 shall begin 30 days after the effective date of the Plan for a period of 60 months, at which time the then remaining balance will be due in full. An amortization schedule reflecting the payments to Wauchula is attached hereto as <u>Exhibit E</u>.</p> <p>d) The interest rate on the loan would be calculated on a simple interest basis and would remain at 4.0% until the loan matures, unless the loan goes in to default, in which case the interest rate would be 18%.</p> <p>e) All other terms and conditions of the loan documents will remain in full force and effect, except as provided by the Plan.</p> <p>f) In the event that the Debtor desires to sell either property separately to a bona fide, arms-length, unrelated purchaser, said property shall be released from the mortgage as modified in connection with the consolidated obligation, upon the payment of a sum equal to the greater of: (1) 85% of the gross sales price in the purchase and sales agreement or (2) the amount of the outstanding balance on the loan for said property at the time of consolidation.</p> <p>The outstanding balance amounts on the loans for each of the properties will be specifically stated in the Wauchula 9019 Motion and in the order confirming the plan.</p> <p>In the event that the proposed sale of the property is not to a bona fide, arms-length, unrelated purchaser, or if Wauchula believes that the gross sales price of the property does not reflect its fair market value, then an appraisal satisfactory to Wauchula will be obtained at Super Stop's expense, and the release price shall be the greater of: (1) 85% of the appraised value of the said property or (2) the amount of the outstanding balance of the loan on said property at the time of consolidation.</p> <p>The release price for the second property remaining as collateral will be the total outstanding principal and unpaid interest and/or fees outstanding on the indebtedness.</p> <p>In order for Wauchula to consider any release request, SSP shall be current on all obligations and not in default under any of the loan documents.</p> <p>g) Currently there are real estate taxes past due, or soon to be past due, to the following counties as follows:</p>
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		<p>a. On 2829 Hwy 70, Arcadia, securing the loan with FSB for:</p> <p style="text-align: right;">2010 \$ 4,908.46 2011 \$ <u>3,888.54</u> \$ 8,797.00</p> <p>b. On 3510 Cleveland, securing the loan with Wauchula for:</p> <p style="text-align: right;">2010 \$ 7,417.59 2011 \$ <u>5,266.69</u> \$12, 684.28</p> <p>(collectively, the “<i>Past Due Real Estate Taxes</i>”).</p> <p>h) SSP will provide satisfactory and bankruptcy code appropriate treatment of the Past Due Real Estate Taxes to DeSoto County and Polk County, respectively.</p> <p>i) SSP will execute documents including, but not limited to, modifications of mortgages, a consolidation agreement, a consolidated note, a newly executed Assignment of Rents and Leases on 2829 Hwy 70 and 3510 Cleveland.</p> <p>j) SSP will demonstrate that it has received the assignment of the lease as to the FSB property from Super Stop Express and would demonstrate that it has received an assignment of the lease as to the Wauchula property from Super Stop Express.</p> <p>k) The consolidated loan will be considered for renewal based on SSP's payment history, financial situation, and the value of the collateral at the time of such renewal.</p> <p>l) In the event of default:</p> <p>a. Wauchula shall provide written notice of default to SSP and its counsel; and</p> <p>b. If such default is not cured within 8 business days, Wauchula may, at its option, (i) initiate and proceed with a foreclosure action through sale and issuance of title without the necessity of stay relief; or (ii) seek an order of stay relief allowing a foreclosure action through sale and issuance of title, which SSP would not oppose.</p>
<p>Class 8 – Iberia Bank (Iberia Bank Collateral) SSP Loan Alleged Principal</p>	Impaired	<p>The Allowed Class 9 Secured Claim of Iberia Bank will be will be treated as follows:</p> <p>I. Iberia Bank Claim Against SSP</p> <p><u>SSP Collateral Values</u></p> <p>The value of the real property partially securing the SSP Loan,</p>

<p>Balance: \$4,322,510.78</p> <p>MAQ Loan</p> <p>Alleged Principal Balance: \$518,868.61</p>	<p>solely for purposes of this plan, shall be:</p> <ul style="list-style-type: none"> • 2799 Hwy 1 shall be valued at \$400,000.00, as agreed by the parties (the “2799 Hwy Value”). • 1651 Indiantown shall be valued at \$1,050,000.00, as agreed by the parties (the “1651 Indiantown Value”). • 8880 Lantana shall be valued at \$1,000,000.00, as agreed by the parties (the “8880 Lantana Value”). • 4505 Federal Hwy shall be valued at \$500,000.00, as agreed by the parties (the “4505 Federal Hwy Value”). <p><u>Allowed Claims of Iberia Bank Against SSP</u></p> <p>i. Iberia Bank shall have a secured claim in the amount of the sum of (i) the 2799 Hwy Value, (ii) the 1651 Indiantown Value; (iii) the 8880 Lantana Value; (iv) the 4505 Federal Hwy Value; and (v) the amount of all cash collateral of Iberia Bank held in any debtor-in-possession account of SSP (“SSP Cash Collateral”) as of the Effective Date (in the aggregate, the “SSP Principal Amount”). The SSP Principal Amount will be secured by all of the collateral securing the claims of Iberia Bank as of the Petition Date, including, but not limited to, the properties known as 2799 Hwy 1, 1651 Indiantown, 8880 Lantana and 4505 Federal Hwy and assignments of rents and related contracts thereto.</p> <p>ii. The remainder of Iberia Bank’s claims against SSP (to the extent not secured by other property of the Debtors) shall be treated as a Class 12 General Unsecured Claim.</p> <p><u>Terms of Replacement Notes and Mortgages</u></p> <p>The terms of the loan documents between SSP and Iberia Bank shall be modified as follows:</p> <p>i. The loan will be amortized over 20 years at 5.50% interest, with monthly payments of interest only for the first 12 months and thereafter monthly installment payments of interest and principal for months 13-119 due on the 1st date of every month beginning on the 1st day of the calendar month following the Effective Date, and a maturity date 10 years from the Effective Date with a balloon payment of the entire obligation due on or before the ten year anniversary of the Effective Date.</p> <p>ii. On the Effective Date, the outstanding balance of the loan shall equal the SSP Principal Amount.</p> <p>iii. Replacement note and mortgage documents prepared by and reasonably acceptable to Iberia Bank will be executed by the parties within seven (7) business days after the Effective Date.</p> <p><u>Additional Terms</u></p> <ul style="list-style-type: none"> • On the Effective Date, SSP shall assume the existing contracts between SSP and Adams Tank & Lift, Inc. (“Adams”)
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regarding the replacement of underground storage tanks on the properties known as 2799 US Hwy 1, 8880 Lantana and 4505 Federal Hwy (the “**Tank Replacement Properties**”). SSP will ensure that Adams receives sufficient and adequate notice of assumption of these contracts as well as any cure amount related thereto.

- On the Effective Date, SSP shall place into an escrow account with Iberia Bank (the “**Adams Escrow**”) (i) the SSP Cash Collateral and (ii) the amount that is the difference between the SSP Cash Collateral plus the MAQ Cash Collateral (defined below) and \$477,000. Adams may make cash draws on the Adams Escrow account upon notice to Iberia Bank and with the consent of SSP and Iberia Bank, which consent shall not be unreasonably withheld. Upon Iberia Bank’s receipt of certificates of completion of tank replacement and payment to Adams in full on all of the Tank Replacement Properties and Iberia Bank’s satisfaction therewith, which will not be unreasonably withheld, any excess held in the Adams Escrow shall be returned to SSP.

II. Ibera Bank Claim Against MAQ

MAQ Collateral Value

The value of the real property partially securing the MAQ Loan, solely for purposes of this plan, shall be:

- 321 Opa Locka shall be valued at \$250,000.00 as agreed by the parties (the “**321 Opa Locka Value**”).

Allowed Claims of Iberia Bank Against MAQ

i. Iberia Bank shall have a secured claim in the amount of (i) the 321 Opa Locka Value and (ii) (the amount of all cash collateral of Iberia Bank held in any debtor-in-possession account of MAQ (“**MAQ Cash Collateral**”) as of the Effective Date (in the aggregate, the “**MAQ Principal Amount**”). The MAQ Principal Amount will be secured by all of the collateral securing the claims of Iberia Bank against MAQ as of the Petition Date, including, but not limited to, the property known as 321 Opa Locka and assignments of rents and related contracts thereto.

ii. The remainder of Iberia Bank’s claim against MAQ (to the extent that not secured by other property of the Debtors) shall be treated as a Class 12 General Unsecured Claim.

Terms of Replacement Notes and Mortgages

The terms of the loan documents between MAQ and Iberia Bank shall be modified as follows:

- i. The loan will be amortized over 20 years at 5.50% interest, with monthly payments of interest only for the first 12 months and thereafter monthly installment payments of interest and principal for months 13-119 due on the 1st date of every month beginning on the 1st day of the calendar month following

		<p>the Effective Date, and a maturity date 10 years from the Effective Date with a balloon payment of the entire obligation due on or before the ten year anniversary of the Effective Date.</p> <p>ii. On the Effective Date, the outstanding balance of the loan shall equal the MAQ Principal Amount.</p> <p>iii. Replacement note and mortgage documents prepared by and reasonably acceptable to Iberia Bank will be executed by the parties within seven (7) business days after the Effective Date.</p> <p>iv. The replacement note and mortgage documents shall reference SSP, as successor by merger with MAQ, as the borrower and mortgagor.</p> <p><u>Additional Terms</u></p> <ul style="list-style-type: none"> On the Effective Date, MAQ shall place the MAQ Cash Collateral into the Adams Escrow, subject to the additional terms set forth above regarding the Adams Escrow.
<p>Class 9 – Premier Bank (Premier Bank Collateral)</p>	Impaired	<p>The Allowed Class 10 Secured Claim of Premier Bank will be treated as follows:</p> <p><u>3250 DeSoto (SSP)</u></p> <p>3250 DeSoto shall be valued at \$155,000.00, based on agreement of the parties (the “3250 DeSoto Value”). Subject to the resolution of any objections to the claim, Premier Bank shall have a claim secured by the real property equal the 3250 DeSoto Value.</p> <p>The terms of the loan documents between the Debtors and Premier Bank shall be modified as follows:</p> <p>i. The loan will be amortized over 20 years at Prime + 2.25% interest, with monthly installment payments due on the 1st date of every month beginning on the 1st day of the third calendar month following the Effective Date, and a maturity date three (3) years from the Effective Date.</p> <p>ii. On the Effective Date, the outstanding balance of the loan shall equal the 3250 DeSoto Value.</p> <p>iii. On the Effective Date, SSP shall deliver a deed in lieu of foreclosure to Premier Bank or its designee, which shall be held in escrow by counsel for Premier Bank. Upon the occurrence of an event of default under the Plan or modified loan, and the failure to cure the default within seven (7) days of the Premier Bank’s written notice to SSP, Premier Bank will be permitted to enforce its rights and remedies, including recording the deed.</p> <p><u>3900 Riverland (SSP)</u></p> <p>3900 Riverland shall be valued at \$126,333.00, based on agreement of the parties (the “3900 Riverland Value”). Subject</p>

		<p>to the resolution of any objections to the claim, Premier Bank shall have a claim secured by the real property equal the 3900 Riverland Value.</p> <p>The terms of the loan documents between the Debtors and Premier Bank shall be modified as follows:</p> <p>iv. The loan will be amortized over 20 years at Prime + 2.25% interest, with monthly installment payments due on the 1st date of every month beginning on the 1st day of the third calendar month following the Effective Date, and a maturity date three (3) years from the Effective Date.</p> <p>v. On the Effective Date, the outstanding balance of the loan shall equal the 3900 Riverland Value.</p> <p>vi. On the Effective Date, SSP shall deliver a deed in lieu of foreclosure to Premier Bank or its designee, which shall be held in escrow by counsel for Premier Bank. Upon the occurrence of an event of default under the Plan or modified loan, and the failure to cure the default within seven (7) days of the Premier Bank's written notice to SSP, Premier Bank will be permitted to enforce its rights and remedies, including recording the deed.</p>
<p>Class 10 – Capital Bank (Capital Bank Collateral)</p>	Impaired	<p>The Allowed Class 11 Secured Claims of Capital Bank will be treated as follows:</p> <p><u>3931 SW 40th (SSP)</u></p> <p>Capital Bank shall have an allowed Secured Claim secured by Capital Bank's mortgage on 3931 W 40th in the amount of \$93,104.06 (the "3931 SW 40th Secured Claim Amount"). The amount of Capital Bank's claim relating to 3921 SW 40th exceeding the 3931 SW 40th Secured Claim Amount shall be allowed as a Class 12 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents relating to 3921 SW 40th shall be modified upon entry of the order confirming this Plan without the need for further documentation to set the interest rate at 5.25%. All other terms of the 3931 SW 40th loan documents shall remain the same. The estimated monthly payment on 3931 SW 40th equals \$627.38.</p> <p><u>1116 Hypoluxo (SSP)</u></p> <p>Capital Bank shall have an allowed Secured Claim secured by Capital Bank's mortgage on 1116 Hypoluxo in the amount of \$160,576.51 (the "1116 Hypoluxo Secured Claim Amount"). The amount of Capital Bank's claim relating to 1116 Hypoluxo exceeding the 1116 Hypoluxo Secured Claim Amount shall be allowed as a Class 12 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents relating to 1116 Hypoluxo shall</p>

		<p>be modified upon entry of the order confirming this Plan without the need for further documentation to set the interest rate at 5.25%. All other terms of the 1116 Hypoluxo loan documents shall remain the same. The estimated monthly payment on 1116 Hypoluxo equals \$1,082.04.</p> <p>Total monthly plan payments to Capital Bank are projected to be \$1,709.41.</p>
Class 11 – General Unsecured Creditors	Impaired	<p>The Allowed Claims of the Class 11 General Unsecured Creditors, including deficiency claims of Classes 3 through 10, if any, shall be paid their pro rata portion of a lump sum of \$100,000.00 to be distributed by the Estates on a pro rata basis in 20 equal quarterly installments of \$5,000.00 with the first installment due no later than 90 days following final adjudication of all claims objections.</p>
Class 12 – Unsecured Claims of Affiliates and Insiders	Impaired	<p>The Class 12 unsecured claims of affiliates and insiders will not receive a distribution under the Plan.</p>
Class 13 – Equity Security Holders of the Debtors	Impaired	<p>Mahammad A. Qureshi, or his affiliate or assignee, shall deposit \$115,000.00 into Debtors' counsel's client trust account no later than 17 days prior to the date set for hearing on confirmation of the Plan. Existing equity interests of each of the four Debtors shall be cancelled effective immediately on the Effective Date and 100% of the authorized capital stock of each of the four Debtors shall be issued to Mr. Qureshi or his assignee.</p>

The proposed Plan treatments of BB&T, Giant Oil, Fifth Third and 1st National have been agreed to by the parties and approved by the Court through FRBP 9019 motions ("Rule 9019 Settlements"). The Debtors, Arcadia and Wauchula intend to file a motion for Rule 9019 Settlement prior to confirmation incorporating the treatment terms set forth herein.

D. Means of Implementing the Plan

The Debtors have proposed this Plan in good faith. This Plan benefits the creditors and parties in interest by enabling them to receive more than they otherwise would in a liquidation. The Plan will be implemented in the following manner:

1. Operation of Gas Stations and Convenience Stores

This Plan is based on the Debtors' turning over underperforming properties to the secured creditors and continuing operations in a leaner, more streamlined form.

2. Court Registry Funds

Per agreement with Giant Oil, the Debtor and Giant Oil split approximately \$597,000.00 in court registry funds deposited during the Giant Oil litigation. As of the date of filing this Plan, approximately, \$343,000.00 remains in the Debtors' Giant Oil court registry DIP account. Of these funds, \$241,000.00 is expected to be used to upgrade tanks on properties of the Estates and the remainder will fund the Plan obligations.

3. Avoidance Actions, Fraudulent Transfers, and Other Claims

The Debtors have not identified any potential Chapter 5 claims. If the Debtors identify Chapter 5 claims prior to the confirmation hearing, the Debtors will file a supplement to this Disclosure Statement.

MAQ and Flohio, LLC ("***Flohio***") each own a 50% interest in Flovest, LLC ("***Flovest***"). Flohio is an unrelated entity owned by George Bavelis. At the time of filing the Petition, MAQ estimated the potential value of Flovest to be approximately \$20,000,000.00. MAQ alleged to have an agreement with Flohio to purchase Flohio's interest in Flovest for \$100,000.00. MAQ sued Flohio to enforce Flohio's agreement to sell MAQ its ½ interest in Flovest for the sum of \$100,000.00, in the Palm Beach County Circuit Court, Case # 2009-43838 (the "***Flovest Lawsuit***"). Since the filing of the Petition, BB&T has obtained a judgment on the property, rendering Flovest's equity worthless. Though MAQ has removed the Flovest Lawsuit to the United States Bankruptcy Court for the Southern District of Florida, Adv. No. 11-2523, MAQ will not pursue enforcement of the equity purchase agreement as it is deemed worthless.

4. Accounts Receivable Collections

Attached as **Exhibit F** is a chart setting forth an analysis of rents receivables. The Debtor's estimate of collection on accounts receivables is very low due to the failure of certain former tenant businesses and/or inability to pay.

5. Administrative Expenses

Investment Group IV, LLC ("***Investment Group***") has agreed to defer payment of its administrative claim to the extent necessary to enable the Debtors to provide for all other

payments provided under the plan and to allow the Debtors to make payment toward the administrative expense claim of Investment Group in its absolute discretion.

Messana, P.A., has agreed to accept \$15,000.00 for its administrative claim if the Debtors pay this amount in full at least 14 days prior to the date of the confirmation hearing.

On May 25, 2012, Sam's East, Inc. ("***Sam's East***") filed an Amended Motion for Allowance of (I) Administrative Expense Claim Pursuant to 11 U.S.C. § 503(B)(1)(A) and (II) a General Unsecured Claim Pursuant to Either Bankruptcy Rule 9024 or Bankruptcy Rule 9006(B) (Doc. No. 574). Sam's East preliminarily estimated that this claim totals approximately \$400,000 - \$500,000, but the amended claim totals \$3,982,000.00. Sam's East and the Debtors have been involved in protracted negotiations for nearly one year and have settled this claim. Pursuant to the settlement, the Debtors will agree to allow Sam's East a \$75,000 administrative expense claim and a \$3,907,000 unsecured claim.

Paul Galizzi has filed an administrative expense claim in the amount of \$4,000.00 for the appraisal of Debtor properties. The Debtor will pay this claim in full on or before the Effective Date.

The Debtors estimate that McIntyre, Panzarella, Thanasides, Bringgold & Todd, P.L., Debtor's Counsel, will have an unpaid administrative expense claim of approximately \$125,000.00 at the time of confirmation. This claim will be paid in full on or before the Effective Date.

The Debtors hired Bob Wells, Esq., as environmental counsel in defending the Sam's East claim. The Debtor owes Mr. Wells approximately \$15,000.00. This administrative expense will be paid in full on or before the Effective Date.

All other Allowed Administrative Expense payments will be paid on or before the Effective Date or as otherwise agreed to by the parties.

6. Environmental

The Debtors plan contemplates and requires compliance with environmental laws and regulations.

Broward County Environmental Protection and Growth Department asserts that two of the Debtors' properties located in Broward County are the subject of environmental violations (see Proof of Claim No. 8 and Broward County's First Objection to Disclosure Statement Doc. No. 541 ("Broward County's Objection")).

On February 28, 2013, the Debtor's properties associated with the Broward County Environmental and Growth Department were foreclosed on by the lender. The Estates do not believe any further expenditure from the Estates will be made on behalf of these claims other than the 507(a) (8) penalties still owing of approximately \$8,500.00 which will be paid on or before the Effective Date.

The following properties require replacement of underground storage tanks for compliance with local regulations and operation as gas station facilities:

- 1) 2799 US Hwy 1
- 2) 8880 Lantana
- 3) 4505 Federal Hwy

Iberia Bank has a first mortgage on these properties. Pursuant to the agreed plan treatment with Iberia Bank (see Class 8 Iberia Bank plan treatment discussion above), the Debtor will engage Adams Tank & Lift, Inc. (“*Adams*”), to replace the tanks and secure the necessary permits. To date the Debtors have paid \$230,000 toward the cost of these tank replacements. The remaining cost of these tank replacements is \$241,000.00.

7. Equity Contribution

The Debtor’s principal, Mahammad Qureshi, will contribute \$115,000 to the Debtors in order to fund administrative expenses in exchange for 100% of the equity of the post-confirmation Debtors. Mr. Qureshi filed for personal bankruptcy protection in the Southern District of Florida on July 10, 2011, Case No. 11-29148-EPK. Mr. Qureshi’s brother, Aijaz Qureshi, has agreed to provide Mr. Qureshi a gift of \$115,000 which will be deposited into the Debtors’ counsel’s client trust account at least 17 days prior to the confirmation hearing. The funds will be used for the following: (i) \$15,000.00 will be used to purchase the administrative claim of Messana, P.A., which will then be extinguished and (ii) \$100,000.00 will be used to pay other administrative expenses of the Debtors as necessary and to fund the Plan.

8. BP Oil Related Claims

BP Oil has recently entered into a settlement agreement and contributed funds to a settlement fund in connection with its 2010 oil spill. Some of the Debtors properties may have claims related to the oil spill. The Debtors will amend their Schedules prior to the confirmation hearing to include the potential recovery of BP oil claims. At this time the existence of such claims and the amount of any such claims is unknown. The Debtors also intend to file an application to employ McIntyre, Panzarella, Thanasides, Bringgold & Todd, P.A. and Navigant Consulting to act as legal and financial counsel on a contingency fee arrangement with a 25% total contingency fee arrangement in evaluating and pursuing these claims.

E. Risk Factors

This plan does not propose considerable risk to the creditors. The secured creditors are to be paid the value of their collateral with interest, which is more than they would receive if they were to foreclose and liquidate their collateral. Moreover the Debtors are proposing to absorb the transaction costs of many of the sales and have procured buyers with terms that exceed the terms that the lenders would be able to obtain.

The plan provides payments to unsecured creditors that exceed what they would recover in a liquidation. The financial projections of the Debtors are attached hereto as **Exhibit D**.

F. Executory Contracts and Unexpired Leases

The Plan, in Section 5.01, lists all executory contracts and unexpired leases that the Debtors will assume under the Plan. Assumption means that the Debtors has elected to continue to perform the obligations under such contracts and unexpired leases, and to cure defaults of the type that must be cured under the Code, if any.

If you object to the assumption of your unexpired lease or executory contract, the proposed cure of any defaults, or the adequacy of assurance of performance, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan, unless the Court has set an earlier time.

Consult your adviser or attorney for more specific information about particular contracts or leases. If you object to the rejection of your contract or lease, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

The Deadline for filing a proof of claim based on a claim arising from the rejection of a lease or contract is 30 days after entry of the Court order granting the Debtors' motion to reject the lease or contract. Any claim based on the rejection of a contract or lease will be barred if the proof of claim is not timely filed, unless the Court orders otherwise.

G. Tax Consequences of Plan

Creditors and Equity Interest Holders Concerned with How the Plan May Affect Their Tax Liability Should Consult with Their Own Accountants, Attorneys, and/or Advisors.

No analysis of the Federal tax consequences of confirmation of the Plan has been made and you should consult with your own tax expert to determine what, if any, tax consequences may result from confirmation of the Debtors' Plan of Reorganization.

ARTICLE IV

CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in Sections 1129 (a) or (b) of the Bankruptcy Code. Among other things, the requirements include that:

- the Plan must be proposed in good faith;
- at least one impaired class of claims must accept the Plan, without counting votes of insiders;

- the Plan must distribute to each creditor and equity interest holder at least as much as the creditor or equity interest holder would receive in a chapter 7 liquidation case, unless the creditor or equity interest holder votes to accept the Plan;
- and the Plan must be feasible.
- There are also additional requirements for confirmation of a Plan listed in Section 1129.

A. Who May Vote or Object

Any party in interest may object to the confirmation of the Plan if the party believes that the requirements for confirmation are not met.

Certain parties in interest, however, are not entitled to vote to accept or reject the Plan. A creditor or equity interest holder has a right to vote for or against the Plan only if that creditor or equity interest holder has a claim or equity interest that is both (1) allowed or allowed for voting purposes and (2) impaired.

In this case, the Plan Proponent believes that the following classes are impaired:

Class 3	--	Secured Claims of BB&T
Class 4	--	Secured Claims of Giant Oil, Inc.
Class 5	--	Secured Claims of Fifth Third Bank
Class 6	--	Secured Claims of 1st National Bank of South Florida
Class 7	--	Secured Claims of First State Bank of Arcadia and Wauchula State Bank
Class 8	--	Secured Claims of Iberia Bank
Class 9	--	Secured Claims of Premier American Bank, N.A.
Class 10	--	Secured Claims of Capital Bank, N.A.
Class 11	--	General Unsecured Claims
Class 12	--	Unsecured Claims of Affiliates and Insiders
Class 13	--	Equity Interests

Holders of allowed claims in each of **the impaired classes listed above are entitled to vote** to accept or reject the Plan.

Only a creditor or equity interest holder with an **allowed claim** or an allowed equity interest has the right to vote on the Plan. Generally, a claim or equity interest is allowed if either (1) the Debtors has scheduled the claim on the Debtors' schedules, unless the claim has been scheduled as disputed, contingent, or unliquidated, or (2) the creditor has filed a proof of claim or equity interest, unless an objection has been filed to such proof of claim or equity interest. When a claim or equity interest is not allowed, that creditor or equity interest holder cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or equity interest for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure.

The deadline for filing a proof of claim in this case was September 13, 2011 (except as to rejected lease claims, government claims and certain other post petition claims). The Debtors shall have 60 days following entry of the Court's Order confirming the Debtors' Plan to file objections to claims, or such other deadline as the Court may set.

2. As described above, the holder of an allowed claim or equity interest has the right to vote only if it is in a class that is **impaired** under the Plan. As provided in § 1124 of the Code, a class is considered impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class.

3. The holders of the following five types of claims and equity interests are **not** entitled to vote:

- holders of claims and equity interests that have been disallowed by an order of the Court;
- holders of other claims or equity interests that are not "allowed claims" or "allowed equity interests" (as discussed above), unless they have been "allowed" for voting purposes.
- holders of claims or equity interests in unimpaired classes;
- holders of claims entitled to priority pursuant to §§ 507(a)(2), (a)(3), and (a)(8) of the Code;
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan; and
- administrative expense claims.

Even If You Are Not Entitled to Vote on the Plan, You Have a Right to Object to the Confirmation of the Plan and to the Adequacy of the Disclosure Statement.

4. A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim, or who otherwise hold claims in multiple classes, is entitled to accept or reject a Plan in each capacity, and should cast one ballot for each claim.

B. Votes Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class of creditors has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cram down" on non-accepting classes, as discussed below in Section B.2.

1. A class of claims accepts the Plan if both of the following occur: (1) the holders of more than one-half (1/2) of the allowed claims in the class, who vote, cast their votes to accept the Plan, and (2) the holders of at least two-thirds (2/3) in dollar amount of the allowed claims in the class, who vote, cast their votes to accept the Plan.

A class of equity interests accepts the Plan if the holders of at least two-thirds (2/3) in amount of the allowed equity interests in the class, who vote, cast their votes to accept the Plan.

2. Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the non-accepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds non-accepting classes is commonly referred to as a “cramdown” plan. The Code allows the Plan to bind non-accepting classes of claims or equity interests if it meets all the requirements for consensual confirmation except the voting requirements of § 1129(a) (8) of the Code, does not “discriminate unfairly,” and is “fair and equitable” toward each impaired class that has not voted to accept the Plan.

You should consult your own attorney if a cramdown confirmation will affect your claim or equity interest, as the variations on this general rule are numerous and complex.

C. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a chapter 7 liquidation. Attached to this Disclosure Statement as **Exhibit B** is a chart of the liquidation value of the material assets of the Debtors.

D. Feasibility

The Court must find that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successor to the Debtors, unless such liquidation or reorganization is proposed in the Plan.

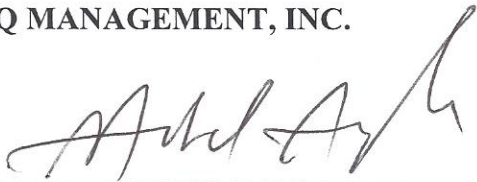
The Debtors believes that it will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on that date. The Debtors must also show that it will have enough cash over the life of the Plan to make the required future Plan payments, if any, and operate without future reorganization. The Debtors has provided projected financial information. Those projections are set forth in **Exhibit D**.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

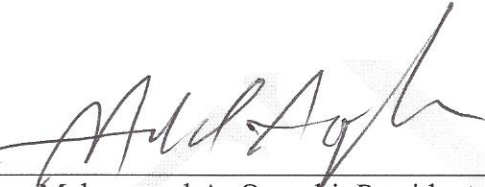
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Respectfully submitted,

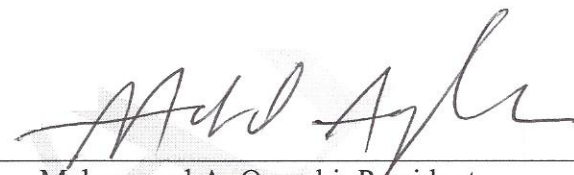
MAQ MANAGEMENT, INC.

By: 
Mahammad A. Qureshi, President

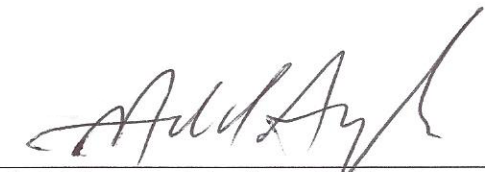
SUPER STOP PETROLEUM, INC.

By: 
Mahammad A. Qureshi, President

SUPER STOP PETROLEUM I, INC.

By: 
Mahammad A. Qureshi, President

SUPER STOP PETROLEUM IV, INC.

By: 
Mahammad A. Qureshi, President 4/13/13.

Respectfully submitted,

/s/Richard J. McIntyre
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Attorneys for Debtor

INDEX OF EXHIBITS

EXHIBIT A-- Form Ballot

EXHIBIT B -- Identity and Liquidation Value of Material Assets of Debtors

EXHIBIT C – Financial Results of the Debtors for the calendar years 2009, 2010,
2011 and 2012, and Q1 2013

Exhibit C-1: Super Stop Petroleum, Inc.

Exhibit C-2: MAQ Management, Inc.

Exhibit C-3: Super Stop Petroleum I, Inc.

Exhibit C-4: Super Stop Petroleum IV, Inc.

EXHIBIT D – Consolidated Projections of Cash Flow for 5 Year Post-
Confirmation Period with supporting spreadsheets reflecting plan
payments and obligations to Wauchula State Bank, First State Bank of
Arcadia, BB&T, Iberia Bank, Florida Community Bank and Capital Bank

EXHIBIT E—Amortization Schedule for Wauchula State Bank Claims

EXHIBIT F—Analysis of Rents Receivable

EXHIBIT G—Schedule of Claims

EXHIBIT H—Schedule of Real Estate Taxes Due

Exhibit A- Form Ballot

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION
www.flsb.uscourts.gov**

In re:

MAQ MANAGEMENT, INC. et al.

**Case No.: 11-26571-BKC-EPK
Chapter 11**

Debtors.

/ (Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING DEBTORS'
FOURTH AMENDED CONSOLIDATED
CHAPTER 11 PLAN OF REORGANIZATION**

The Debtors' Fourth Amended Consolidated Chapter 11 Plan of Reorganization (the "Plan") referred to in this Ballot may be confirmed by the Court and hereby 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 and the holders of two-thirds in amount of equity security interests in each class voting on the Plan. In the event 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 count, you must complete, **SIGN**, and return this ballot.

Name of Creditor: _____

Amount of Claim \$ _____ Class: _____

The undersigned, a creditor of the above-named Debtors in the unpaid principal amount listed above,

☐

Accepts

☐

Rejects

Debtors' Fourth Amended Consolidated Chapter 11 Plan of Reorganization.

Signed: _____

Print or Type Name: _____

Title: _____

Name of Company: _____

Address: _____

<p>This ballot must be received on or before _____ at the following address:</p> <p>Clerk, United States Bankruptcy Court Flagler Waterview Building 1515 North Flagler Drive 8th Floor West Palm Beach, Florida 33401</p>	<p>A copy of this ballot is to be sent to:</p> <p>Christopher C. Todd, Esquire McIntyre, Panzarella, Thanasides, Bringgold & Todd, P.A. 6943 E. Fowler Ave. Tampa, Florida 33617 ATTORNEYS FOR DEBTORS</p>
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Exhibit B

Identity and Liquidation Value of Material Assets of Debtors

Exhibit C

Financial Results for the Debtors
For the calendar years 2009, 2010, 2011 and 2012 and Q1 2013

Exhibit D

Debtors' Consolidated Projections for the 5 Year Period Following Confirmation

Exhibit E

Amortization Schedule for Wauchula State Bank

Exhibit F

Analysis of Rents Receivable

Exhibit G

Schedule of Claims
Debtors' Schedule of Estimated Claims

Exhibit H

Schedule of Real Estate Taxes Due