

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
www.flsb.uscourts.gov

In re:

Case No. 15-30937-RAM
Chapter 11

AZIZ PETROLEUM, INC.,

_____ Debtor /

DEBTOR'S AMENDED DISCLOSURE STATEMENT
DATED AUGUST 12, 2016

I. INTRODUCTION

This is the disclosure statement (the "Disclosure Statement") in the small business chapter 11 case of Aziz Petroleum, Inc. (the "Debtor").

The purpose of this Disclosure Statement is to provide information of a kind and in sufficient detail in so far as reasonable practicable in light of the nature and history of the Debtor and the condition of the Debtor's books and records, that would enable a hypothetical reasonable investor typical of holder of Claims or Interests of the relevant class to make an informed judgment about Debtor's plan of reorganization (the "Plan"). The plan is being filed contemporaneously with the filing of this Disclosure Statement.

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 distributions under the Plan are discussed at pages 5-9 of this Disclosure Statement. General unsecured creditors are classified in Classes 5 and 6, and will receive a distribution of their allowed claims, at confirmation, and thereafter in accordance with the Plan.

A. Purpose of This Document

This Disclosure Statement describes:

The Debtor 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 Debtor 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. Time and Place of the Hearing to Finally Approve This Disclosure Statement and Confirm the Plan

The hearing at which the Court will determine whether to approve this Disclosure Statement will take place on August 25, 2016, at 3:00 p.m., in Courtroom 4, 301 N. Miami Avenue, Miami, Florida 33128. Cell phones are not permitted on that floor. The date of Plan confirmation has not been scheduled.

2. *Deadline For Voting to Accept or Reject the Plan* If you are entitled to vote to accept or reject the plan, ballots will be mailed separately and will need to be returned to Clerk of the Bankruptcy Court, 301 N. Miami Avenue, Miami, Florida 33128 with a copy to Lenard H. Gorman, Esquire, counsel to the Debtor, 9130 South Dadeland Blvd., Suite 1504, Miami, Florida 33156. See section IV.A. below for a discussion of voting eligibility requirements.

Your ballot must be received by _____, 2016 or it will not be counted. This date will be scheduled by the court.

3. *Deadline For Objecting to the Adequacy of Disclosure*

Objections to this Disclosure Statement must be filed with the Court and served upon the filing with the Clerk of the Bankruptcy Court, 301 N. Miami Avenue, Miami, Florida 33128; and with copies to Lenard H. Gorman, Esquire, counsel to the Debtor, 9130 South Dadeland Blvd., Suite 1504, Miami, Florida 33156. and United States Trustee, 51 SW First Avenue, Room 1204, Miami, Florida 33130, by August 22, 2016.

4. Identity of Person to Contact for More Information

If you want additional information about the Plan Lenard H. Gorman, Esquire, counsel for debtor, 9130 South Dadeland Blvd., Suite 1504, Miami, Florida 33156, Telephone (305) 670-0876.

C. Disclaimer

The Court has not 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. Objections to the adequacy of this Disclosure Statement may be filed until August 22, 2016.

II. BACKGROUND

A. Description and History of the Debtor's Business

The Debtor is a corporation formed in 2002, and the Debtor has been in the business of owning real estate on which a gas station and convenience store is operated. The real estate is leased to an affiliated third party.

B. Insiders of the Debtor

Bhuiyan R. Lutfar

Abdullah Hassan

Mohammed Dinaj Khan

C. Management of the Debtor Before and During the Bankruptcy

During the two years prior to the date on which the bankruptcy petition was filed, the officers, directors, managers or other persons in control of the Debtor (collectively the "Managers"): Bhuiyan R. Lutfar, Abdullah Hassa and Mohammed Dinaj Khan. The Managers of the Debtor during the Debtor's chapter 11 case have been: Bhuiyan R. Lutfar.

After the effective date of the order confirming the Plan, the directors, officers, and voting trustees of the Debtor, any affiliate of the Debtor participating in a joint Plan with the Debtor, or successor of the Debtor under the Plan (collectively the "Post Confirmation Managers"), will be Bhuiyan R. Lutfar and Mohammed Dinaj Khan. The responsibilities and compensation of these Post Confirmation Managers are described in section 3.D.2 of this Disclosure Statement.

D. Events Leading to Chapter 11 Filing

A Judgment was obtained by Mills-Tel Corp. against the Debtor. The Judgment was subsequently assigned to Mohammed Nayeem, who threatened to execute on the real property owned by the debtor and sell same at a judicial sale. As a result, the Debtor filed this case.

E. Significant Events During the Bankruptcy Case

Debtor's Petition and Schedules. On November 30, 2015, (the "Petition Date"), the debtor commenced a voluntary case under Chapter 11 of United States Bankruptcy Code. The debtor filed its schedules and statements on December 15, 2015 (DE 29).

Retention of Debtor's Counsel. On December 1, 2015, debtor sought and obtained authority to retain Lenard H. Gorman, P.A., as its general bankruptcy counsel (DE 43).

F. Project Recovery of Avoidable Transfers.

The Debtor does not intend to pursue preference, fraudulent conveyance, or other avoidance actions.

G. Claims Objections

Except to the extent that a claim is already allowed pursuant to a final non-appealable order, the Debtor reserves 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. Other Assets of the Debtor

Debtor has no other assets, other than the real property, including tangible personal property affixed thereto and the lease with Krome Food Store #1, Inc.

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

What is the Purpose of the Plan of Reorganization?

The Plan under Chapter 11 of the United States Bankruptcy Code proposes to pay creditors of the debtor from the cash flow from its lease with Krome Food Store #1 Inc. of the real property located at 770 N. Krome Avenue, Homestead, Florida 33130, and the first mortgage will be modified and then refinanced. A copy of the Plan is attached hereto as Exhibit A. The plan provides for payment of secured claims, tax priority claims and unsecured nonpriority claims. Unsecured creditors holding allowed claims will receive distributions of one hundred (100%) percent of the amount of the allowed claims at confirmation. The Plan also provides for the payment of administrative claims in full over a period of time. At this time, it is anticipated that administrative claims will be paid for a period not to exceed twelve (12) months from the effective date of the Plan.

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 Debtor's 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 Debtor 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 Debtor's estimated administrative expenses, and their proposed treatment under the Plan:

Type	Estimated Amount Owed	Proposed Treatment
Expenses Arising in the Ordinary Course of Business After the Petition Date	0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
The Value of Goods Received in the Ordinary Course of Business Within 20 Days Before the Petition Date	0.00	Paid in full on the effective date of the Plan, or according to terms of obligation if later
Professional Fees, as approved by the Court.	\$35,000.00	To be paid over a period not to exceed, twelve (12) months from the effective date of the Plan by Debtor and Bhuiyan R. Lutfar.
Clerk's Office Fees	0.00	Paid in full on the effective date of the Plan
Other administrative expenses	0.00	Paid in full on the effective date of the Plan or according to separate written agreement
Office of the U.S. Trustee Fees	0.00	Paid in full on the effective date of the Plan
TOTAL	\$35,000.00	

2. *Priority Tax Claims*

Priority tax claims are unsecured income, employment, and other taxes described by

§ 507(a)(8) of the Code. Unless the holder of such a § 507(a)(8) priority tax claim agrees otherwise, it 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 following chart lists the Debtor's estimated § 507(a)(8) priority tax claims and their proposed treatment under the Plan:

Description (name and type of tax)	Estimated Amount Owed	Date of Assessment	Treatment
State of Florida Department of Revenue	\$955.82 (Claim No.2)		Paid in full at Confirmation.
State of Florida Department of Revenue Class 4	\$609.14 (Claim No. 3)		Paid in full at Confirmation.
Miami Dade County, Florida	\$15,965.14 (Claim No. 1)		Claim will be paid by tenant in monthly installments over sixty(60) months with statutory interest unless paid sooner
TLFGY, LLC (Miami- Dade County, Florida) (2014 Real Estate Property Taxes)	\$12,138.72 (Claim No. 5) (Estimated)		Claim will be paid on or before September 30, 2016, by tenant to Miami-Dade County, Florida

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:

1. *Classes of Secured Claims*

Allowed Secured Claims are claims secured by property of the Debtor's bankruptcy estate (or that are subject to setoff) to the extent allowed as secured claims under § 506 of the Code. If the value of the collateral or setoffs securing the creditor's claim is less than the amount of the creditor's allowed claim, the deficiency will be classified as a general unsecured claim.

Class 2 – Allowed Secured claim of Citizens Bank & Trust (Claim No. 8)	Impaired	The mortgage will be modified to extend its term for a period not to exceed twelve (12 months), extending the due date to August 1, 2017, with payments in the amount of \$2,500.00 each month, at current interest rate (5%). Debtor will be permitted to prepay the loan in full, without penalty.
Class 3 - Secured claim of Mohammed A. Nayeem (Claim No. 7)	Impaired	Payments of \$875.00 each month for one hundred and twenty (120) months, with interest accruing at the rate of 4.75% per annum until paid in full, with balloon payment of the balance owed in the one hundred twenty first (121 st) month.
Class 4 Jesse Dean Kluger, P.A.	Impaired	Payment of \$100.00 each month until paid in full, with interest accruing at the rate of 4.75% per annum.

2. *Classes of Priority Unsecured Claims*

Certain priority claims that are referred to in §§ 507(a)(1), (4), (5), (6), and (7) of the Code are required to be placed in classes. The Code requires that each holder of such a claim receive cash on the effective date of the Plan equal to the allowed amount of such claim. However, a class of holders of such claims may vote to accept different treatment.

The following chart lists all classes containing claims under §§ 507(a)(1), (4), (5), (6), and (a)(7) of the Code and their proposed treatment under the Plan:

Class #	Description	Impairment	Treatment
1			None. Class 1 is an empty class.

3. *Class[es] of General Unsecured Claims*

General unsecured claims are not secured by property of the estate and are not entitled to priority under § 507(a) of the Code.

The following chart identifies the Plan's proposed treatment of Class 3 which contains the general unsecured claims against the Debtor:

Class 5 - Unsecured Nonpriority Tax Claims United States Internal Revenue Service (Claim No. 6)(amends Claim No. 4)	Impaired	Reduced to \$1,000.00 and paid full at Confirmation.
Class 6 - Unsecured General Claims	Impaired	Payable over sixty (60) months

4. *Class[es] of Equity Interest Holders*

Equity interest holders are parties who hold an ownership interest (*i.e.*, equity interest) in the Debtor. In a corporation, entities holding preferred or common stock are equity interest holders. In a partnership, equity interest holders include both general and limited partners. In a limited liability company ("LLC"), the equity interest holders are the members. Finally, with respect to an individual who is a debtor, the Debtor is the equity interest holder.

The following chart sets forth the Plan's proposed treatment of the class[es] of equity interest holders:

Class #	Description	Impairment	Treatment
7	Equity interest holders	Not Impaired	The plan leaves unaltered the legal contractual and equitable rights to which the Class 7 Interests entitle the holders of the instruments.

D. **Means of Implementing the Plan**

1. *Source of Payments*

Payments and distributions under the Plan will be funded by the following:

- a. Income
- b. Cash on hand on the effective date of the Plan; and
- c. Payments from operations until all payments to be made pursuant to the Plan have been made.

2. *Post-confirmation Management*

The Post-Confirmation Managers of the Debtor, and their compensation, shall be as follows:

Name	Affiliations	Insider (yes or no)	Position	Compensation
Bhuiyan Lutfar		Yes	President	0.00
Mohammed Dinaj Khan		Yes	Unknown	0.00

E. Risk Factors

The proposed Plan has the following risks:

The tenant leasing the real property will fail to make its rent and other payments to or on behalf the Debtor that are required its Lease. The Debtor and Tenant have also agreed to increase its rent payments by \$1,000.00 each month and an addendum to the Lease will be executed.

F. Executory Contracts and Unexpired Leases

The Plan lists all executory contracts and unexpired leases that the Debtor will assume under the Plan. Assumption means that the Debtor 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.

All executory contracts and unexpired leases that are not listed in Article VI of the Plan will be rejected under the Plan. 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 thirty (30) days after the date of the order confirming the plan. 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

1. Tax consequences to the Debtor of the Plan.

The plan is not expect to result in any significant tax consequences to the Debtor.

2. General tax consequences on creditors of any discharge

At this time, debtor does not know of the tax consequences of the Plan, and creditors should consult their own Accountant, Attorneys and/or Advisors.

3. The general tax consequences of receipt of plan consideration after confirmation

Other than fulfilling their duty to report receipt of plan consideration after confirmation in gross income for the respective periods, such receipt should not result in any significant tax consequences to creditors.

IV. CONFIRMATION REQUIREMENTS AND PROCEDURES

To be confirmable, the Plan must meet the requirements listed in §§ 1129(a) or (b) of the Code. These include the requirements 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. These requirements are not the only requirements listed in § 1129, and they are not the only requirements for confirmation.

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.

Many 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 classes 2, 3, 4, 5 and 6 are impaired, and that holders of claims in each of these classes are therefore entitled to vote to accept or reject the Plan. The Plan Proponent believes that other class 8 is unimpaired and that holders of claims in each of these classes, therefore, do not have the right to vote to accept or reject the Plan.

1. *What Is an Allowed Claim or an Allowed Equity Interest?*

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 Debtor has scheduled the claim on the Debtor's 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, the creditor or equity interest holder holding the claim or equity interest 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 March 29, 2016 for governmental units it is May 31, 2016.

2. *What Is an Impaired Claim or Impaired Equity Interest?*

As noted 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. *Who is Not Entitled to Vote*

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; and
- holders of claims or equity interests in classes that do not receive or retain any value under the Plan;
- administrative expenses.

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. Who Can Vote in More Than One Class

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 later in Section [B.2.].

Votes Necessary for a Class to Accept the Plan

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. Treatment of Nonaccepting Classes

Even if one or more impaired classes reject the Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner prescribed by § 1129(b) of the Code. A plan that binds nonaccepting classes is commonly referred to as a “cram down” plan. The Code allows the Plan to bind

nonaccepting 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. A liquidation analysis is attached to this Disclosure Statement as Exhibit B.

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 Debtor or any successor to the Debtor, unless such liquidation or reorganization is proposed in the Plan.

1. Ability to Initially Fund Plan

The Plan Proponent believes that the Debtor 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.

2. Ability to Make Future Plan Payments And Operate Without Further Reorganization

The Plan Proponent must also show that it will have enough cash over the life of the Plan to make the required Plan payments.

The Plan Proponent has provided projected financial information. Those projections are listed in Exhibit C.

The Plan Proponent's financial projections show that the Debtor will have sufficient cash flow to meet its post-confirmation obligations to creditors. The final Plan payment is expected to be paid in September 2016.

You Should Consult with Your Accountant or other Financial Advisor If You Have Any Questions Pertaining to These Projections.

V. EFFECT OF CONFIRMATION OF PLAN

Discharge. On the effective date of the Plan, the Debtor shall be discharged from any debt that arose before confirmation of the Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code


B. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or revoting on the Plan. The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated *and* (2) the Court authorizes the proposed modifications after notice and a hearing.

C. Final Decree

Once the estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. To the extent that the case remains open, quarterly reports and fees will be paid to the United States Trustee. Alternatively, the Court may enter such a final decree on its own motion.

AZIZ PETROLEUM, INC.,

By: 
Bhuiyan Lutfar
Its President, with authority

LENARD H. GORMAN, P.A.
Counsel for Debtor/Plan Proponents
9130 South Dadeland Boulevard
Suite. 1504
Miami, Florida 33156
Telephone: (305) 670-0876
Telecopier: (305) 670-0347

By: /s/ Lenard H. Gorman
Lenard H. Gorman
Florida Bar No. 237787

EXHIBITS

Exhibit A – Copy of Proposed Plan of Reorganization

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
www.flsb.uscourts.gov

In re: Case No. 15-30937-RAM
Chapter 11
AZIZ PETROLEUM, INC.,

Debtor /

DEBTOR'S AMENDED PLAN OF REORGANIZATION,
DATED AUGUST 12, 2016
ARTICLE I
SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of Aziz Petroleum, Inc. (the "Debtor") from cash flow from the rental of 770 N. Krome Avenue, Homestead, Florida 33130.

This Plan provides for three (3) classes of secured claims, one (1) class of unsecured tax nonpriority claims, one (1) class of general unsecured nonpriority claims, and one (1) class of equity security holders. Unsecured nonpriority creditors holding allowed claims will receive distributions, which the proponent of this Plan has valued at 100 cents on the dollar. This Plan also provides for the payment of administrative claims to the extent permitted by the Code or the claimant's agreement.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. A disclosure statement that provides more detailed information regarding this Plan and the rights of creditors and equity security holders has been circulated with this Plan. **Your rights may be affected. You should read these papers carefully and discuss them with**

your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

- 2.01 Class 1. 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)).
- 2.02 Class 2. The secured claim of Citizens Bank and Trust
- 2.03 Class 3. The secured claim of Mohammed Nayeem.
- 2.04 Class 4. The secured claim of Jesse Dean Kluger, P.A
- 2.05 Class 5. All unsecured tax nonpriority claims allowed under §502 of the Code.
- 2.06 Class 6. Unsecured nonpriority claims (excluding tax) allowed under § 502 of the Code
- 2.07 Class 7. Equity interests of the Debtor.

ARTICLE III

TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,

U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under section §1123(a)(1), administrative expense claims and priority tax claims are not in classes.

3.02 Administrative Expense Claims. Each holder of an administrative expense claim allowed under § 503 of the Code, will be paid in full on the effective date of this

Plan (as defined in Article VII), in cash, or upon such other terms as may be agreed upon by the holder of the claim and the Debtor. The administrative expense claims will be paid over twelve (12) months.

3.03 Priority Tax Claims. Each holder of a priority tax claim will be paid as set forth in Article IV.

3.04 United States Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the effective date of this Plan will be paid on the effective date.

ARTICLE IV

TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

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

Tax	Treatment
State of Florida Department of Revenue	Paid in full at Confirmation.
State of Florida Department of Revenue	Paid in full at Confirmation.
Miami Dade County, Florida TLFGY, LLC (Miami-Dade County, Florida) (2014 Real Estate Property Taxes)	Claim will be paid by tenant in monthly installments over sixty(60) months unless paid sooner, including statutory interest. Claim will be paid in full on or before September 30, 2016, by tenant to Miami-Dade County, Florida

CLASS	Impairment	Treatment
Class 2 – Allowed Secured claim of Citizens Bank & Trust	Impaired	The mortgage will be modified to extend its term for a period not to exceed twelve (12 months), extending the due date to August 1, 2017, with payments in the amount of \$2,500.00 each month, at current interest rate. Debtor will be permitted to prepay the loan in full, without penalty.
Class 3 - Secured claim of Mohammed A. Nayeem	Impaired	Payments of \$875.00 each month for one hundred and twenty (120) months, with interest accruing at the rate of 4.75% per annum until paid in full, with balloon payment of the balance owed in the one hundred twenty first (121 st) month.
Class 4 Jesse Dean Kluger, P.A.	Impaired	Payment of \$100.00 each month until paid in full, with interest accruing at the rate of 4.75% per annum.

Class 5 - Unsecured NonPriority Claims United States Internal Revenue Service (Claim No. 6)	Impaired	Reduced to \$1,000.00 and paid in full at Confirmation.
Class 6 Unsecured general claims,	Impaired	Payable over sixty (60) months

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI

PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following: (i) Lease with Krome Food Store # 1, Inc. and (ii) Pro Energy Exclusive Dealer Supply Agreement .

(b) The Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) above, or before the date of the order confirming this Plan, upon the "effective date of this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than thirty (30) days after the date of the order confirming this Plan.

ARTICLE VII

MEANS FOR IMPLEMENTATION OF THE PLAN

7.01 Continued Business Activities. The Debtor will continue leasing the real property located at 770 N. Krome Avenue, Homestead, Florida 33130 to the current tenant

7.02 Funding of the Plan. The Plan will be funded from the following services:

(a) cash on hand on the effective date of the Plan, if any, and rent from tenant.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan, and they are supplemented by the following definitions: (a) Petition Date: April 29, 2010; and (b) Reorganized Debtor: the Debtor from and after the effective date.

8.02 Effective Date of Plan. The effective date of this Plan is the eleventh business day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.]

8.07 Corporate Governance. There will be no issuance of non-voting equity securities.

ARTICLE IX

DISCHARGE

9.01. Discharge. On the confirmation date of this Plan, the debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the effective date, to the extent specified in § 1141(d)(1)(A) of the Code, except that the Debtor will not be discharge df any debt: (i) imposed by this Plan; (ii) of a kind specified in §1141(d)(6)(A) if a timely complaint was filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure, or (iii) of a kind specified in § 1141(d)(6)(B).

AZIZ PETROLEUM, INC.,

By: 

Bhuiyan Lutfar

Its President, with authority

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By: /s/ Lenard H. Gorman
Lenard H. Gorman
Florida Bar No. 237787

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Exhibit B – Liquidation Analysis**Plan Proponent's Estimated Liquidation Value of Assets****Assets**

a. Cash on hand	\$3,000.00
b. Accounts receivable	\$18,000.00
c. Inventory	\$0.00
d. Equipment (fixtures)	\$90,000.00
e. Real Property	<u>\$525,000.00</u>

Total Assets at Liquidation Value **636,000.00**

Less:

Chapter 7 trustee fees and expenses \$15,000.00

Less:

Chapter 11 administrative expenses \$40,000.00

Less:

Priority claims, excluding administrative expense claims \$1,500.00

Secured Claims: (including property taxes) \$590,000.00

(1) Balance for unsecured claims \$0.00

(2) Total dollar amount of unsecured claims \$1,300.00

Percentage of Claims Which Unsecured Creditors Would Receive Or Retain in a Chapter 7 Liquidation: \$0.00%

[Divide (1) by (2)]

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Exhibit C**FINANCIAL PROJECTION****INCOME**

Rental and other Income	\$4,577.00
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EXPENSES

Mortgage (estimated)*	\$2,600.00
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Sales Tax	\$320.00
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PAYMENTS**CHAPTER 11 PLAN (MONTHLY)**

Plan Payments	\$1,375.00
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NET PROFITS	\$282.00**
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*Tenant is responsible for real and tangible property taxes and insurance. Until refinanced, payment will be \$2,500.00.

** To be held in reserve for any maintenance items that Debtor is responsible.