

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

**In re:**

**MAQ MANAGEMENT, INC. et al.**

**Debtors.**

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

**Chapter 11**

**(Jointly Administered)**

**DEBTORS' CONSOLIDATED  
CHAPTER 11 PLAN OF REORGANIZATION**

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October 13, 2011

**ARTICLE I**  
**SUMMARY**

This is the Chapter 11 Debtors' Consolidated Plan of Reorganization 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 Dates**").

**ADD Flovest and Superstop 101**

This Consolidated Plan of Reorganization (the "**Plan**") proposes to pay the secured creditors of the Debtor from the cash flow generated from future operations and future income of the Debtors. To the Debtors' knowledge, this Plan complies with the applicable provisions of the Bankruptcy Code and the Debtors have complied with the applicable provisions of the Bankruptcy Code. The Debtors represents hereby that this Plan has been proposed in good faith and, to the Debtors' knowledge, not by any means forbidden by law.

Where there is no agreement with a secured creditor, and an objection to the Debtors' estimated value is made by a secured creditor, the Debtor will value the collateral securing the claim of the secured creditor with liens against the Debtors' assets. Based on the valuation of the collateral, the secured creditor's Claim shall be bifurcated into allowed secured claims and allowed unsecured claims.

After the Effective Date, allowed secured creditor claims will be paid 100% (the full value) of their allowed amount. This Plan also provides for the full payment of administrative and priority claims on the Effective Date of the Plan, unless otherwise agreed to by the parties.

All creditors and equity security holders should refer to **Articles III through V** 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**

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

The County Tax Collectors for Hillsborough County, Orange County, Martin County, Broward County, Miami-Dade County, Okeechobee County, Osceola County, Polk County, Sarasota County, St. Lucie County, and Palm Beach County, as well as any other county tax collector claims, claim statutory liens on the real property owned by the Debtors (the “**Real Property**”), to the extent such secured claim is allowed as a secured claim under § 506 of the Code.

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 – 1<sup>st</sup> National Bank of South Florida

1<sup>st</sup> National Bank of South Florida (“*1<sup>st</sup> 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 “*1<sup>st</sup> 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

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*”)

Class 8 – Wauchula State Bank

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 9 – 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 10 – 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 11 – 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 40<sup>th</sup> Ave., Pembroke Park, FL (“**3931 SW 40<sup>th</sup>**”)
2. 1116 Hypoluxo Rd., Lantana, FL (“**1116 Hypoluxo**”)

Class 12 – [INTENTIONALLY OMMITTED]

Class 13 -- General Unsecured Claims All General Unsecured Claims (except for the Class 14 and Class 15 unsecured claims) allowed under § 502 of the Code not otherwise classified herein.

Class 14 – Unsecured Deficiency Claims The unsecured deficiency Claims of the Class 3 through Class 12 Secured Claimants allowed under § 502 of the Code.

Class 15 – Related Party Unsecured Claims The Unsecured Claims of insiders, affiliates and/or related parties of the Debtors allowed under § 502 of the Code:

Class 16 - Equity interests of the Debtors. All equity interests in the Debtors.

**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 allowed administrative expense claim will be paid the allowed amount of such claim in cash in full satisfaction, settlement, release, extinguishment and discharge of such claim on the Effective Date of this Plan (as defined in Article VII), or upon such other terms as may be agreed upon by the holder of the claim and the Debtor.

*Estimated* Allowed Administrative Expense Claims are set forth below:

<b>Holder</b>	<b>Amount</b>
McIntyre, Panzarella, Thanasides	\$100,000.00
<b>Total</b>	<b>\$100,000.00</b>

3.03 Priority Tax Claims. Each holder of an allowed priority tax claim will be paid a pro rata portion their Allowed claim, in payments over a period not exceeding five years from the date of the order for relief of a total value, as of the Effective Date, equal to 100% of the allowed amount of such claim.

**Estimated Priority Tax Claims**

<u>Scheduled Amount</u>	<u>POC Amount</u>
\$0	\$0

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:

Class	Impairment	Treatment
<b>Class 1 - Priority Claims</b>	Unimpaired	Holders of allowed Class 1 claims shall be paid in full, within 30 days of the Effective Date of the Plan.
<b>Secured Claims</b>		
<b>Class 2 – County Tax Collectors</b> (statutory lien on Debtor's real property)	Impaired	The Class 2 Secured Claim of <b>County Tax Collectors</b> will be paid in full via equal monthly installments over 60 months beginning 30 days from the Effective Date amortized over 60 months with a 5.25% interest rate.
<b>Class 3 – BB&amp;T</b> (BB&T Collateral)	Impaired	<p>The Allowed Class 3 Secured Claims of <b>BB&amp;T</b> will treated as follows:</p> <p><u>1403 North Ocean</u></p> <p>1403 North Ocean will be sold together with 2 properties of non-Debtors pursuant to the terms of a stipulated settlement agreement in connection with state court litigation involving this property in full satisfaction of BB&amp;T's claim related to 1403 North Ocean.</p> <p><u>4200 Vineland</u></p> <p>4200 Vineland shall be valued at \$2408974.58 (the "<b>4200 Vineland Agreed Value</b>"). The amount of BB&amp;T's claim relating to 4200 Vineland exceeding the 4200 Vineland Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and BB&amp;T shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. SSP shall be the sole Borrower and only obligor on the loan documents.</li> <li>ii. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> </ul>

	<p>iii. On the Effective Date, the outstanding balance of the loan shall equal the 4200 Vineland Agreed Value.</p> <p><u>3554 Orange Country Club, 510 Park, 5300 Irlø Bronson, 7309 Narcoossee, and 8081 Narcoossee 3554 Orange Country Club, 510 Park, 5300 Irlø Bronson, 7309 Narcoossee, and 8081 Narcoossee will be sold at auction' (the "Proposed Auction") with Bank release prices and auction reserve prices as indicated on the Properties Auction List attached hereto as <u>Exhibit A</u>.</u></p> <p>Upon successful sale of any of the properties identified above at the Proposed Auction, BB&amp;T will receive the reserve proceeds in the amounts set forth on <u>Exhibit A</u> in full satisfaction of its Claims relating to those properties. If any of the properties indicated above are not sold at the Proposed Auction:</p> <p>a. The Debtors will surrender 3554 Orange Country Club, 510 Park and 5300 Irlø Bronson to BB&amp;T in full satisfaction of its Claims relating to those properties;</p> <p>b. The Debtors will secure development entitlements to the Narcoossee Properties (defined below) and sell them with entitlements on a commercially reasonable basis. As soon as commercially reasonable following such sale, the Debtors will pay BB&amp;T the net proceeds of such sale up to but no more than \$8,000,000.00 in full satisfaction of its Claim relating to the Narcoossee Properties.</p> <p>Provided, however, that BB&amp;T shall have the right to elect, by providing written notice to counsel for the Debtor within 8 days prior to the confirmation hearing, to exclude the 7309 Narcoossee and 8081 Narcoossee properties (the "<i>Narcoossee Properties</i>") from the Proposed Auction. If BB&amp;T makes such an election, the Debtors will secure development entitlements to the Narcoossee Properties and sell them with entitlements on a commercially reasonable basis.<sup>2</sup></p> <p>All guarantors of the Debtors' obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 4 – Giant Oil (Giant Oil</b></p>	<p>Impaired</p> <p>The Allowed Class 4 Secured Claim of <b>Giant Oil</b> will be treated as follows:</p> <p><u>3301 Hillsborough</u></p> <p>3301 Hillsborough shall be valued at \$580,407.71 (the "<i>3301 Hillsborough Agreed Value</i>"). The</p>

<sup>1</sup> For a more detailed discussion of the Proposed Auction, see Article VII "*Means For Implementation*."

<sup>2</sup> For a more detailed discussion of the alternative treatment of the Narcoossee Properties, see *Narcoossee Properties* in Article VII, "*Means for Implementation*."



Collateral)

amount of Giant Oil's claim relating to 3301 Hillsborough exceeding the 3301 Hillsborough Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

The terms of the loan documents between the Debtors and Giant Oil shall be modified as follows:

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 3301 Hillsborough Agreed Value.

3024 Hillsborough

3024 Hillsborough shall be valued at \$518,915.65 (the "**3024 Hillsborough Agreed Value**"). The amount of Giant Oil's claim relating to 3024 Hillsborough exceeding the 3301 Hillsborough Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

The terms of the loan documents between the Debtors and Giant Oil shall be modified as follows:

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- iii. On the Effective Date, the outstanding balance of the loan shall equal the 3024 Hillsborough Agreed Value.

1705 Hillsborough

1705 Hillsborough shall be valued at \$733,146.64 (the "**3301 Hillsborough Agreed Value**"). The amount of Giant Oil's claim relating to 1705 Hillsborough exceeding the 1705 Hillsborough Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

The terms of the loan documents between the Debtors and Giant Oil shall be modified as follows:

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 1705 Hillsborough Agreed Value.

102 Hwy 92

102 Hwy 92 shall be valued at \$457,281.50 (the "**102 Hwy 92 Agreed Value**"). The amount of Giant Oil's claim relating to 102 Hwy 92 exceeding the 102 Hwy 92 Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

The terms of the loan documents between the Debtors and Giant Oil shall be modified as follows:

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 102 Hwy 92 Agreed Value.

15202 Livingston

15202 Livingston shall be valued at \$550,197.44 (the "**15202 Livingston Agreed Value**"). The amount of Giant Oil's claim relating to 15202 Livingston exceeding the 15202 Livingston Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

The terms of the loan documents between the Debtors and Giant Oil shall be modified as follows:

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 15202 Livingston Agreed Value.

803 Park

803 Park shall be valued at \$949,136.54 (the "**803 Park Agreed Value**"). The amount of Giant Oil's claim relating to 803 Park exceeding the 803 Park Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

The terms of the loan documents between the Debtors and Giant Oil shall be modified as follows:

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 803 Park Agreed Value.

	<p>All guarantors of the Debtors' obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 5 – Fifth Third (Fifth Third Collateral)</b></p>	<p>Impaired</p> <p>The Allowed Class 5 Secured Claim of <b>FIFTH THIRD</b> will be treated as follows:                  The Fifth Third Collateral, 233 Academy, will be sold at auction<sup>3</sup>, with a Bank release price and an auction reserve price of \$900,000.00. Upon successful sale at the Proposed Auction, Fifth Third will receive \$900,000.00 in full satisfaction of its Claim. If 233 Academy is not sold at the Proposed Auction, SSP will surrender 233 Academy to Fifth Third in full satisfaction of its Claim.                  All guarantors of the Debtors' obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 6 – 1<sup>st</sup> National (1<sup>st</sup> National Collateral)</b></p>	<p>Impaired</p> <p>The Allowed Class 6 Secured Claim of <b>1st National</b> will be treated as follows:  <u>8208 Commercial</u>                  8208 Commercial shall be valued at \$933,121.81 (the "<b>8208 Commercial Agreed Value</b>"). The amount of 1<sup>st</sup> National's claim relating to 8208 Commercial exceeding the 8208 Commercial Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.                  The terms of the loan documents between the Debtors and 1<sup>st</sup> National shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 8208 Commercial Agreed Value.</li> </ul> <p><u>10001 Sunset</u>                  10001 Sunset shall be valued at \$638,951.03 (the "<b>10001 Sunset Agreed Value</b>"). The amount of 1<sup>st</sup> National's claim relating to 10001 Sunset exceeding the 10001 Sunset Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.                  The terms of the loan documents between the Debtors and 1<sup>st</sup> National shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments</li> </ul>

<sup>3</sup> For a more detailed discussion of the Proposed Auction, see Article VII "*Means For Implementation*."

		<p>due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</p> <p>ii. On the Effective Date, the outstanding balance of the loan shall equal the 10001 Sunset Agreed Value.</p> <p><u>1720 University</u></p> <p>1720 University shall be valued at \$1,404,427.26 (the “<i>1720 University Agreed Value</i>”). The amount of 1<sup>st</sup> National’s claim relating to 1720 University exceeding the 1720 University Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and 1<sup>st</sup> National shall be modified as follows:</p> <p>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</p> <p>ii. On the Effective Date, the outstanding balance of the loan shall equal the 1720 University Agreed Value.</p> <p><u>27975 Dixie</u></p> <p>27975 Dixie shall be valued at \$586,015.16 (the “<i>27975 Dixie Agreed Value</i>”). The amount of 1<sup>st</sup> National’s claim relating to 27975 Dixie exceeding the 27975 Dixie Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and 1<sup>st</sup> National shall be modified as follows:</p> <p>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</p> <p>ii. On the Effective Date, the outstanding balance of the loan shall equal the 27975 Dixie Agreed Value.</p> <p>All guarantors of the Debtors’ obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 7 – Arcadia</b></p>	<p>Impaired</p>	<p>The Allowed Class 7 Secured Claim of <b>Arcadia</b> will be treated as follows: <u>2829 Hwy 70</u></p>



<p>(Arcadia Collateral)</p>		<p>2829 Hwy 70 shall be valued at \$988,526.46 (the “<b>2829 Hwy 70 Agreed Value</b>”). The amount of Arcadia’s claim relating to 2829 Hwy 70 exceeding the 2829 Hwy 70 Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and Arcadia shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 2829 Hwy 70 Agreed Value.</li> </ul> <p>All guarantors of the Debtors’ obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 8 – Wauchula</b> (Wauchula Collateral)</p>	<p>Impaired</p>	<p>The Allowed Class 8 Secured Claim of <b>Wauchula</b> will be treated as follows: <u>3510 Cleveland</u></p> <p>3510 Cleveland shall be valued at \$362,415.61 (the “<b>3510 Cleveland Agreed Value</b>”). The amount of Wauchula’s claim relating to 3510 Cleveland exceeding the 3510 Cleveland Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and Wauchula shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 3510 Cleveland Agreed Value.</li> </ul> <p>All guarantors of the Debtors’ obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 9 – Iberia Bank</b> (Iberia Bank Collateral)</p>	<p>Impaired</p>	<p>The Allowed Class 9 Secured Claim of <b>Iberia Bank</b> will be treated as follows: <u>2799 Hwy 1</u></p> <p>2799 Hwy 1 shall be valued at \$500,000.00 (the “<b>2799 Hwy 1 Agreed Value</b>”). The amount of Iberia Bank’s claim relating to 2799 Hwy 1 exceeding the 2799 Hwy 1 Agreed Value shall be an allowed</p>

Class 14 Unsecured Deficiency Claim.

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

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 2799 Hwy 1 Agreed Value.

1651 Indiantown

1651 Indiantown shall be valued at \$791,786.39 (the "*1651 Indiantown Agreed Value*"). The amount of Iberia Bank's claim relating to 1651 Indiantown exceeding the 1651 Indiantown Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

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

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 1651 Indiantown Agreed Value.

8880 Lantana

8880 Lantana shall be valued at \$585,805.77 (the "*8880 Lantana Agreed Value*"). The amount of Iberia Bank's claim relating to 8880 Lantana exceeding the 8880 Lantana Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.

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

- i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.
- ii. On the Effective Date, the outstanding balance of the loan shall equal the 8880 Lantana Agreed Value.

4505 Federal Hwy

		<p>4505 Federal Hwy shall be valued at \$500,000.00 (the “<b>4505 Federal Hwy Agreed Value</b>”). The amount of Iberia Bank’s claim relating to 4505 Federal Hwy exceeding the 4505 Federal Hwy Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and Iberia Bank shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 4505 Federal Hwy Agreed Value.</li> </ul> <p><u>321 Opa Locka</u></p> <p>321 Opa Locka shall be valued at \$300,000.00 (the “<b>321 Opa Locka Agreed Value</b>”). The amount of Iberia Bank’s claim relating to 321 Opa Locka exceeding the 321 Opa Locka Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>321 Opa Locka will be transferred to SSP.</p> <p>The terms of the loan documents between the Debtors and Iberia Bank shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. SSP shall be the sole Borrower and only obligor on the loan documents.</li> <li>ii. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>iii. On the Effective Date, the outstanding balance of the loan shall equal the 321 Opa Locka Agreed Value.</li> </ul> <p>All guarantors of the Debtors’ obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 10 – Premier Bank (Premier Bank Collateral)</b></p>	<p>Impaired</p>	<p>The Allowed Class 10 Secured Claim of <b>Premier Bank</b> will be treated as follows:</p> <p><u>3250 DeSoto</u></p> <p>3250 DeSoto shall be valued at \$623,736.42 (the “<b>3250 DeSoto Agreed Value</b>”). The amount of Premier Bank’s claim relating to 3250 DeSoto exceeding the 3250 DeSoto Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p>

		<p>The terms of the loan documents between the Debtors and Premier Bank shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 3250 DeSoto Agreed Value.</li> </ul> <p><u>3900 Riverland</u></p> <p>3900 Riverland shall be valued at \$126,792.92 (the “<i>3900 Riverland Agreed Value</i>”). The amount of Premier Bank’s claim relating to 3900 Riverland exceeding the 3900 Riverland Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and Premier Bank shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 3900 Riverland Agreed Value.</li> </ul> <p>All guarantors of the Debtors’ obligations to BB&amp;T will be released by the plan confirmation order.</p>
<p><b>Class 11 – Capital Bank (Capital Bank Collateral)</b></p>	<p>Impaired</p>	<p>The Allowed Class 11 Secured Claim of <b>Capital Bank</b> will be treated as follows:</p> <p><u>3931 SW 40<sup>th</sup></u></p> <p>3931 SW 40th shall be valued at \$93,104.06 (the “<i>3921 SW 40th Agreed Value</i>”). The amount of Capital Bank’s claim relating to 3921 SW 40th exceeding the 3921 SW 40th Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and Capital Bank shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 3931 SW 40th</li> </ul>



	<p>Agreed Value.</p> <p><u>1116 Hypoluxo</u></p> <p>1116 Hypoluxo shall be valued at \$160,576.51 (the “<i>1116 Hypoluxo Agreed Value</i>”). The amount of Capital Bank’s claim relating to 1116 Hypoluxo exceeding the 1116 Hypoluxo Agreed Value shall be an allowed Class 14 Unsecured Deficiency Claim.</p> <p>The terms of the loan documents between the Debtors and Capital Bank shall be modified as follows:</p> <ul style="list-style-type: none"> <li>i. The loan will be amortized over 20 years at 5.25% interest, with monthly installment payments due on the 1<sup>st</sup> date of every month beginning on the 1<sup>st</sup> day of the third calendar month following the Effective Date, and a maturity date 20 years from the Effective Date.</li> <li>ii. On the Effective Date, the outstanding balance of the loan shall equal the 1116 Hypoluxo Agreed Value.</li> </ul> <p>All guarantors of the Debtors’ obligations to BB&amp;T will be released by the plan confirmation order.</p>		
<b>Class 12 –</b>	[INTENTIONALLY OMITTED]	N/A	
<b>Class 13 – General Unsecured Creditors</b>	The Allowed Class 13 <b>General Unsecured Creditors</b> claims shall be paid the entire amount of their allowed claims in 20 equal quarterly installments beginning on the later of 90 days following (x) the Effective Date or (y) the claims objection deadline established herein, as extended if applicable, except that those allowed Class 13 Claims totaling \$1,000 or less shall not be paid in installments but will receive their entire pro rata distribution in one lump sum within 365 days of the Effective Date.	Impaired	
<b>Class 14 – Unsecured Deficiency Claims</b>	The Allowed Class 14 <b>Unsecured Deficiency Claims of Classes 3 through 12</b> , if any, shall be paid their pro rata portion a lump sum of \$100,000.00 to be distributed by the Estates on a pro rata basis in 20 equal quarterly installments beginning on the later of 90 days following (x) the Effective Date or (y) the claims objection deadline established herein, as extended if applicable.	Impaired	
<b>Class 15 – Related Party Unsecured Claims</b>	The Allowed Class 15 Unsecured Claims of <b>affiliates, insiders and related parties</b> Debtors’ shall be subordinated to all allowed claims to be distributed by the Estates on a pro rata basis in 20 equal quarterly installments beginning on the later of 90 days following (x) the Effective Date or (y) the	Impaired	

		claims objection deadline established herein, as extended if applicable.
<p><b>Class 16 – Equity Security Holders of the Debtors</b></p>	<p>Impaired</p>	<p>MAQ, SSP I, and SSP IV will merge with and into SSP, with SSP being the surviving entity. SSP's existing equity shall be cancelled. Muhammad A. Qureshi, or his assignee, shall deposit \$100,000.00 into SSP's account on or before the Effective Date, and 100% of the authorized capital stock of SSP shall be issued to Mr. Qureshi or his assignee.</p>

**Default Applicable to Classes 3 through 12:**

Upon default of the Plan provisions which is not cured by the Debtors within 60 days of such default with respect to the Claims of Classes 3 through 12, the Debtors consent to entry of a foreclosure judgment with respect to the collateral securing the defaulted Claim.

**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 will assume all executory contracts and/or unexpired leases not rejected by the Debtor prior to the confirmation hearing. The Debtors will provide an exhibit listing these contracts and leases along with the Disclosure Statement. Post-confirmation, the Debtors reserve the right to terminate any such contracts or leases wherein a non-Debtor is or remains in default or breach of such contract or lease.

(b) Upon the Effective Date of the Plan, 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. 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**

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:

Proposed Auction

The Debtor plans to auction the properties identified on Exhibit A no later than December 31, 2011. If successful, the Proposed Auction will enable the Claimants identified on Exhibit A to receive the Release Prices for their respective collateral in full satisfaction of their Claims with

respect to their individual collateral. The Proposed Auction liquidates vacant and/or non- or under-performing collateral and reduces the Debtors' overall obligations by nearly \$14 million.

#### Sale of 1403 North Ocean

The Debtors intend to sell 1403 North Ocean pursuant to a state court settlement involving 1403 North Ocean and 2 properties owned by non-debtors in full satisfaction of BB&T's claim relating to 1403 North Ocean, relieving the Debtors of approximately \$900,000 in obligations.

#### Consolidation of Debtors

The order confirming the plan will provide for the merger of MAQ, SSP I and SSP IV with and into SSP, with SSP being the surviving entity.

#### Merger and/or Substantive Consolidation of Super Stop 101 into SSP

Pursuant to this Plan, Super Stop 101, Inc. ("**101 Inc**") shall merge with Super Stop Petroleum, Inc. ("**SSP**"), with SSP being the surviving entity. If necessary, 101 Inc will file a petition for relief under Chapter 11 of the Bankruptcy Code, otherwise it will be substantively consolidated as a non-debtor (the "**Merger**").

101 Inc is the owner of a Gas Station located at 3100 NW 9<sup>th</sup> Ave, Oakland Park, FL 33309 (the "**Gas Station**"). The Gas Station will generate lease revenue in the amount of \$10,600.00 per month and will generate additional yearly income in the amount of \$100,000.00 from the operation of the property through a fuel supply agreement.

First Southern Bank ("**First Southern**") is the owner and holder of a claim against 101 Inc that is secured by the Gas Station. First Southern shall have an allowed secured claim equal to approximately \$1.4 Million, which shall be amortized over 20 years and shall bear simple interest at the rate of 5.25% annually. The remainder of First Southern's claim shall be treated as a Class 14 Unsecured Deficiency Claim under the terms of the Plan.

The Merger is in the best interests of the creditors of the estates and is appropriate for the following reasons:

1. Due to the interrelationship of 101 Inc to SSP, in that the gas station was acquired and has been funded with money from MAQ, and the fuel supply revenue from the gas station will be earned by SSP, there is a practical necessity for the consolidation of 101 Inc with SSP.
2. The benefits of the Merger outweigh any potential harm to creditors of either of the estates. First Southern is the primary creditor of 101 Inc, and it will receive more as a result of the merger / consolidation than it would in the absence of a merger or



substantive consolidation. The creditors of the Reorganized Debtors will receive more as a result of the merger / consolidation as well.

3. Prejudice to the creditors will occur in the absence of the Merger. The creditors of the Reorganized Debtors are entitled to the enhancement to their distribution resulting from the Reorganized Debtors' investment in 101 Inc and First Southern will receive a smaller distribution than it otherwise would in the absence of the consolidation.
4. The consolidation will permit SSP to create additional financial benefit to all of the estates by aggregating the fuel supply contacts to generate an addition \$.04 per gallon for all fuel sold by the tenants of the Reorganized Debtors.

#### SSP Tenant Leases and Fuel Supply Company

SSP, through its affiliate Petro America, LLC ("*Petro America*") will provide fuel for tenants of SSP's properties. SSP will terminate any current leases with a defaulting tenant. This includes any leases whereby a tenant is not current on rent, or has otherwise defaulted under the terms of the leases, including default for failure to take necessary actions to remediate tanks and maintain the properties in compliance with local regulatory authorities. Approximately 12 gas stations currently require such tank remediation. The Debtors estimate that 9 or more of the tenants will remain in default and their leases will be terminated. SSP will enter into new leases with tenants which will require the tenants to purchase fuel from Petro America. The Debtors will offer lease extensions to all other tenants in exchange for entering into fuel supply agreements with Petro America. New tenants will be responsible for tank remediation and compliance costs upon entering into such leases.

Petro America will charge \$0.04 per gallon for fuel delivery. The Debtors estimate that these fuel supply agreements will result in more than \$73,500 in monthly revenue (\$881,600 annually) from Petro America with an estimated fuel supply of 22,000,000 gallons annually. Revenue generated by Petro America will be used to contribute to Plan payments.

The Debtors expect to generate approximately \$160,000 in monthly lease revenue post-confirmation, excluding the 101 Inc lease revenue.

#### Court Registry Funds

SSP has deposited more than \$400,000 into state court registries in connection with litigation with Giant Oil. Once released, the Debtors intend to use these funds to pay contractors to begin work on tank remediation and administrative expenses.

#### Avoidance Actions and Other Claims

The Debtors will continue to pursue their claims against Marcus & Millichap and Adam Kristol, Giant Oil, Flovest, LLC, George Bavelis, as well as claims for rents receivable and claims to collect on promissory notes.

The Debtors are investigating and intend to pursue fraudulent transfer actions against the following entities:

1. Stirling Bank (n/k/a Iberia Bank): This claim is based upon the following condensed fact pattern. There was an unsecured line of credit that was merged with a secured mortgage and note. The line of credit was not fully funded at the time of the merger, but the full amount of funds available on the line of credit was transferred to the mortgage and no corresponding credit was provided on this loan for the unused portion of the line of credit. There was no consideration provided by the bank for the merger of the unsecured line of credit with the secured mortgage and note, although they did promise to fund fuel tank upgrades and compliance and then pulled that commitment. Additionally, sums never funded were added to the note and mortgage (such as property taxes never paid and insurance never acquired).
2. First Southern Bank: MAQ had a \$200,000 unsecured line of credit that was never fully funded (\$195,000 was funded) and was coming up for maturity. MAQ asked for an extension of other secured loans that were maturing, change of due date and interest only payments for a period of time. The bank agreed to the modifications of the notes and mortgages. In extending the secured debt, the bank promised (but advised that they could not put this in writing as that would cause questions and issues with the regulators) that the interest only payments would be extended upon the expiration of the modified mortgage agreement for another year or 2 but only in 12 month increments. They never funded the amount they claim was borrowed and they never extended the mortgage or note when it matured under the initial extension. Separately the bank insisted that the unsecured debt be consolidated with the secured debt and never fully funded the unsecured line of credit, but transferred the full amount of the line of credit that was not funded.
3. Mercantile Bank: At maturity of six (6) loans on six (6) properties, Mercantile extended a short term extension/modification of the loan/note while certain information was obtained and updated regarding the properties (updated appraisals that debtor paid for, estimates for tank upgrades, etc.). Mercantile accepted these post maturity installment payments and then scheduled a closing for the refinancing/extensions of the loans at the Greenberg, Traurig office in Miami. On the day of the closing (MAQ and Tracy went down there together) Mercantile said they filed foreclosure actions against SSP for defaulting on the loans; there had been no service as of that time and the complaints were amended prior to service. Mercantile made it clear they had no intention of extending the loan (probably because they commenced merger discussions with TD Bank) but they would consider selling the loans to another entity at a discount, as was being brokered

already during the extension period above by a realtor, Adam Kristol of Marcus & Millichap. Terms were reached, good faith funds were deposited and settlement documents were being negotiated when terms and language that was not acceptable to the buyer were non-negotiable (unable to sell loans or property for a period of time, etc.). Suddenly the purchase was “off the table” and SSP’s competitor was buying the loans (for a bit less and without the conditions sought against the buyer). It turns out that Adam Kristol was the broker who brought the mortgages to Mercantile for marketing on the open market (even though he is not licensed to do that) and he got the competitor Giant Oil to purchase the loans. Thus a lawsuit was brought against Kristol and his broker, Marcus and Millichap.

4. Colonial Bank (n/k/a BB&T): BB&T funded a secured line of credit that was collateralized by the debtor entities (SSP I and SSP IV), borrowed by MAQ Management, Inc. (a subsidiary of SSP), and by the loan agreement they prepared and insisted upon being executed as part of the loan documents, was to be allocated to another entity (Flovest, LLC which was 50% owned by MAQ Management, Inc.). BB&T treated all these companies, even Flovest, as one enterprise for extending credit and now want to claim that BB&T would have done it differently and that the loans are on an obligor by obligor basis (apparently in an attempt to invoke the single asset real estate entity benefits to a creditor). Additionally, a Windermere gas station loan in favor of Regions bank was maturing (SSP owed money to Regions Bank). SSP I purchased that loan at face value from Regions with funds from the line of credit of SSP I and SSP IV at the request of Colonial Bank. The loan was then assigned to Colonial Bank by SSP I and Colonial Bank funded \$387,000 to SSP and SSP was never funded the full amount of this first mortgage, which was in the amount of \$2,555,000. The bank has not proven that they ever funded \$2,555,000 for this loan. So they received \$2,555,000 and only paid out \$387,000.

If the Debtors identify other fraudulent transfer actions, the Debtors will file a supplement to this Plan.

#### Flovest, LLC

Flovest, LLC, a Florida limited liability company (“*Flovest*”), is owned, in equal shares, by two members, MAQ (a Debtor) and Flohio, LLC (“*Flohio*”). Flovest owns 14 parcels in Lake Mary, Florida (“*Rinehart Place*”) and 10 unencumbered vacant lots in Orange County, Florida (the “*Vacant Flovest Lots*”). Additional detail regarding Flovest’s assets and liabilities will be provided in the Disclosure Statement.

BB&T asserts a disputed claim on Rinehart Place of approximately \$13 Million; however, Flovest asserts defenses including satisfaction and release of BB&T’s mortgage, recorded on



May 7, 2010 in Seminole County, Florida, instrument #2010052440 (the "**Release of Mortgage**").

MAQ caused SSP I and SSP IV (also Debtors herein) to borrow more than \$5,000,000 (the "**Flovest Financing**") secured by the commercial real estate owned by each of those entities, to capitalize the development of the Flovest Projects.

The Flovest Financing rendered SSP I and SSP IV to become insolvent and the entities received no value in exchange for their obligations and the encumbrances upon their assets resulting from the Flovest Financing.

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**"). MAQ has removed the Flovest Lawsuit to the United States Bankruptcy Court for the Southern District of Florida, Adv. No. 11-2523.

BB&T is the holder of the notes and mortgages identified as the Flovest Financing herein. BB&T has filed a civil action in state court to foreclose its mortgages on Rinehart Place.

Under this Plan, MAQ will enforce its agreement to acquire Flohio's interest in Flovest. Flovest shall be merged / substantively consolidated with SSP under this Plan and the Confirmation Order shall provide that:

1. George Bavelis shall turnover his interest in Flovest to SSP for \$100,000.00.
2. The rear 7 parcels of Rinehart Place, Lot 7 ("**Rinehart A**") will be liquidated immediately, under the plan, with the consent of BB&T, and the net proceeds paid to BB&T. The Debtors estimate that the sale of Rinehart A will gross approximately \$5,070,000.00. The remaining, front 7 parcels of Rinehart Place ("**Rinehart B**") shall be completed and rented to retail tenants.
3. SSP will auction the Vacant Flovest Lots. The Debtors estimate the sale of the Vacant Flovest Lots will result in gross proceeds of \$500,000.00. SSP will pay BB&T the net proceeds from the liquidation of the Vacant Flovest Lots.
4. Rinehart B will be valued at \$1,430,000.00 (the "**Rinehart B Agreed Value**"). SSP will enter into a new note with BB&T on Rinehart B in the amount of the Rinehart B Agreed Value. BB&T will have a first position mortgage on Rinehart B in the amount of the Rinehart B Agreed Value. The note will be repaid in monthly installments, amortized over 20 years at 5.25% simple interest with a 60 month maturity date.
5. Flovest, each of the Debtors and all guarantors shall be released from all obligations and guarantees under the Rinehart Place loan documents, except as expressly set forth under this Plan.

The merger and/or substantive consolidation is in the best interests of the creditors of the estates and is appropriate for the following reasons:



1. Due to the interrelationship of Flovest to SSP I, SSP IV and MAQ, in that the Flovest Project was acquired and has been funded with money from SSP I, SSP IV and MAQ, there is a practical necessity for the consolidation of Flovest with SSP.
2. The benefits of the merger / substantive consolidation outweigh any potential harm to creditors of either of the estates. BB&T is the primary creditor of Flovest and it will receive more as a result of the merger / consolidation than it would in the absence of such consolidation. The creditors of the Reorganized Debtors will receive more as a result of the merger / consolidation as well.
3. Prejudice to the creditors will occur in the absence of consolidation. The creditors of the Reorganized Debtors are entitled to the enhancement to their distribution resulting from the Reorganized Debtors' investment in Flovest, especially given BB&T's recorded Release of Mortgage, and BB&T will receive a smaller distribution than it otherwise would in the absence of the consolidation.
4. The consolidation will permit SSP to create additional financial benefit to all of the estates.

**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: N/A.

8.02 Effective Date. The Effective Date of this Plan is the 15th 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 Deemed Acceptance of Plan. The failure of any Claimant to timely and properly file a ballot affirmatively rejecting the Plan will be deemed an affirmative acceptance of the Plan by such non-voting Claimant, and such deemed acceptance shall be counted toward acceptance of the Plan under section 1126(c) of the Bankruptcy Code.

**ARTICLE IX**  
**DISCHARGE**

9.01. Reorganized Debtor. Except as otherwise expressly provided in this Plan or in the order confirming this Plan, as may be amended or modified (the “*Confirmation Order*”), the Confirmation Order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date of the Plan, of any and all debts of, and claims of any nature whatsoever against the Debtor that arose at any time prior to the Confirmation Date, including any and all claims for principal and interest, whether accrued before, on or after the Petition Date.

**ARTICLE X**  
**RETENTION OF JURISDICTION**

10.01. Retention of Jurisdiction. Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, until the reorganization case is closed, the Bankruptcy Court shall retain the most complete and most extensive jurisdiction of the reorganization case that is permitted by applicable law, including any and all actions necessary to ensure that the purposes and intent of the Plan are carried out.

**ARTICLE XI**  
**OTHER PROVISIONS**

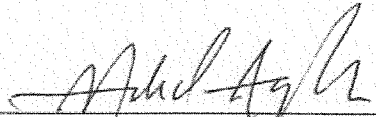
11.01. Modification of Plan. The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require circulation of a new disclosure statement to and/or re-voting on the Plan by any class of claims treated in less favorably by any such modified Plan. The Plan 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 modification after notice and a hearing.

11.02. Final Decree. Once the Estate has been fully administered, as provide 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 Confirming Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.


[Signature Page Follows]

Respectfully submitted,

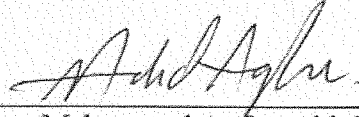
**MAQ MANAGEMENT, INC.**

By:   
Mahammad A. Qureshi, President

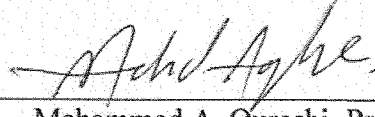
**SUPER STOP PETROLEUM, INC.**

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