

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
WACO DIVISION

IN RE:	§	
	§	CASE NO. 17-60065-RBK
MOIN LLC DBA		
A & M FOOD MART	§	
	§	CHAPTER 11
Debtor	§	

**DEBTOR’S AMENDED DISCLOSURE STATEMENT AND
PLAN OF REORGANIZATION**

11 U.S.C. §1125(b) PROHIBITS THE SOLICITATION OF ACCEPTANCE OR REJECTION OF A PLAN OF REORGANIZATION UNLESS A COPY OR SUMMARY OF THE PLAN IS ACCOMPANIED OR PRECEDED BY A COPY OF A DISCLOSURE STATEMENT APPROVED BY THE BANKRUPTCY COURT.

NOW COMES MOIN, LLC DBA A & M FOOD MART , Debtor-In-Possession, hereinafter referred to as "Debtor", in the above entitled and numbered bankruptcy proceeding, and submits the following combined Amended Plan of Reorganization and Disclosure Statement pursuant to Chapter 11 of the Bankruptcy Code.

I.

INTRODUCTION

1.01 This combined Amended Disclosure Statement and Debtor's ("Proponent") Plan of Reorganization ("Disclosure Statement") has been prepared pursuant to the provisions of §1125 of the Bankruptcy Code (11 U.S.C. §101, et seq.) which requires that there be submitted to holders of Claims against or Interests in the Debtor a copy of the Plan or a summary of such Plan and a written Disclosure Statement containing adequate information about the Debtor of a kind and in sufficient detail, as far as is reasonably practicable, that would enable a hypothetical, reasonable investor typical of holders of Claims against and Interests in the Debtor of the relevant Class to make an informed judgment about acceptance or rejection of the Plan.

**DEBTOR IS ONLY SEEKING FINAL APPROVAL OF THE DISCLOSURE
STATEMENT AT THIS TIME. A HEARING ON THE CONFIRMATION
OF THE PLAN WILL BE SET BY THE COURT AT A LATER DATE.**

1.02 These proceedings began on February 1, 2017, with the filing of a Voluntary Petition for relief on behalf of Debtor. A meeting of creditors was scheduled, heard and concluded on February 14, 2017. Debtor's Statement of Financial Affairs and Schedules of Assets and Liabilities have been timely filed.

1.03 Debtor believes that this Disclosure Statement contains sufficient information to allow creditors to make a reasonable business decisions as to how to vote on the Plan. However, it only makes sense that creditors herein are can also referred to and view the Statements and Schedules and any other pleadings filed with the Court for the purpose of becoming fully informed as to the assets, liabilities, and financial affairs of the Debtor.

1.04 This combined Disclosure Statement and Plan have been prepared to disclose that information which, in Debtor's opinion, is material, important, and necessary to an evaluation of the Debtor's Plan of Reorganization. The material herein contained is intended solely for that purpose and the use of known creditors of the named Debtor and accordingly may not be relied upon for any purpose other than determination of how to vote on the Plan of Reorganization.

1.05 The Debtor has proposed this Plan of Reorganization, and favors it, and materials referring to alternatives to this Plan of Reorganization are limited by both practical consideration of space and the opinions of the Debtor regarding same.

1.06 The Bankruptcy Court has not yet scheduled a time and date for a hearing on the acceptance and confirmation of the Plan. This notice will be given at a later date. Holders of Claims or Interests may vote with respect to the Plan by completing and delivering an executed ballot to JOHN A. MONTEZ, 3809 W. Waco Drive, Waco, Texas 76710, on or before the time to be set by the Court. Any objections to the proposed plan must be in writing and filed with the Bankruptcy Clerk by 5:00 p.m. on or before the date to be set by the Court. These dates and times will be noticed to all creditors at a later date. .

1.07 The Court has set June 12, 2017 as the last date upon which Proof of Claims or Interests can be filed with the Court for those Creditors or Interest Holders who received the original notice of bankruptcy. Any Creditor holding a Claim as the result of the rejection of an Executory Contract, if any, by operation of the Plan must file its Proof of Claim by the date established by the Court. A Creditor whose Claim was not listed on the Debtor's Schedules or whose Claim was listed on the Schedules as disputed, contingent or unliquidated and who desires to participate in the case, to have his or her vote on the Plan counted, or to share in any distribution must have filed a Proof of Claim on or before the date fixed as the last date for filing

a Proof of Claim. Any Creditor or Interest holder who desires to rely on the list of Creditors contained in the Debtor's schedules and amendments thereto has the responsibility for determining that the Claim or Interest was accurately listed.

1.08 Any Creditor or Interest Holder whose Claim was not scheduled or which was scheduled as disputed, contingent, or unliquidated who fails to file their Claim on or before the date to be set by the Court, or as to an Executory Contract rejection Claim, by the date established by the Court at the confirmation hearing, will be forever barred from asserting any Claim or right against the Debtor, any successor of the Debtor, or property of the Estate. The holder of such Claim will be barred from participating in any distribution in this case.

1.9 The allowance of any Claim or Interest for purposes of voting on the Plan shall not constitute an allowance of the Claim for the purpose of receiving any distribution pursuant to the Plan. Likewise, any references in the Plan or Disclosure Statement to any Claims or Interests shall not constitute an admission by the Debtor of the existence, nature, extent or allowability of any such Claims or Interests.

1.10 All classes are entitled to vote on the Plan.

1.11 The Court has set June 12, 2017 as the last date by which Proofs of Claim must be filed with the Court. Governmental entities have until *not later than 180 days after the date of the order for relief* to file their Proof of Claim.

1.12 Whether a creditor votes on the Debtor's Plan of Reorganization or not, such creditor will be bound by the terms and treatments set forth in the Plan of Reorganization if the Plan is accepted by the requisite majorities of classes of creditors and/or is confirmed by the Court. Absent some affirmative act constituting a vote, such creditor will not be included in the tally. Allowance and disallowance of any Claim for voting purposes does not necessarily mean that all or a portion of the Claim will be allowed or disallowed for distribution purposes.

1.13 Acceptance of the Plan by each Class of holders of Claims or Interests voting on the Plan is important. In order for the Plan to be accepted by a Class of holders of Claims, persons that hold at least 2/3 in amount and more than 1/2 in number of the Allowed Claims in such Class actually voting to accept or reject the Plan must vote to accept the Plan. In order for the Plan to be accepted by a Class of Interests, persons that hold at least 2/3 in amount and more than 1/2 in number of Allowed Interests actually voting on the Plan must vote in favor of the Plan. In the event that any impaired class of Claims or Equity Interests shall fail to accept the Plan in accordance with §1129(a) of the Bankruptcy Code, the Debtor reserves the right to request that the Bankruptcy Court conform the Plan in accordance with

§1129(b) of the Bankruptcy Code, commonly known as the cram-down provision.

1.14 The Debtor, the Creditor's Committee, if any, or others may solicit your vote. In this case, there is no creditors committee. No representations concerning the Debtor or the Debtor's Plan of Reorganization are authorized by the Debtor other than as specifically set forth in this Disclosure Statement. Any representations or inducements made by any person to secure your vote which are other than herein contained should not be relied upon, and such representations or inducements should be reported to counsel for the Debtor who shall deliver such information to the Bankruptcy Court.

II.

REPRESENTATIONS

CREDITORS SHOULD READ THIS DISCLOSURE STATEMENT IN ITS ENTIRETY PRIOR TO VOTING ON THE PLAN.

THE STATEMENTS CONTAINED IN THIS AMENDED DISCLOSURE STATEMENT ARE MADE AS OF THE DATE OF THIS DOCUMENT UNLESS ANOTHER TIME IS SPECIFIED. HOWEVER, THE FACTS SET FORTH HEREIN AND IN THE MATERIALS RELIED UPON IN PREPARATION OF THE DISCLOSURE STATEMENT ARE SUBJECT TO CHANGE. THE DELIVERY OF THIS DISCLOSURE STATEMENT OR AN EXCHANGE OF RIGHTS MADE IN CONNECTION WITH THE DISCLOSURE STATEMENT SHALL NOT, UNDER ANY CIRCUMSTANCES, CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE FACTS SET FORTH HEREIN SINCE THE DATE THE DISCLOSURE STATEMENT WAS COMPILED.

ANY BENEFITS OFFERED TO THE CREDITORS ACCORDING TO THE PLAN WHICH MAY CONSTITUTE "SECURITIES" HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION ("SEC"), THE TEXAS SECURITIES BOARD ("TSB"), OR ANY OTHER RELEVANT GOVERNMENTAL AUTHORITY IN ANY STATE OF THE UNITED STATES. IN ADDITION, NEITHER THE SEC, THE TSB, NOR ANY OTHER GOVERNMENTAL AUTHORITY HAS PASSED UPON THE ACCURACY OR THE ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

NO SOLICITATION OF VOTES MAY BE MADE EXCEPT PURSUANT TO THIS AMENDED DISCLOSURE STATEMENT AND SECTION 1125 OF THE BANKRUPTCY CODE, AND NO PERSON HAS BEEN AUTHORIZED TO USE ANY INFORMATION CONCERNING THE DEBTOR, OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT, TO SOLICIT ACCEPTANCES OR REJECTIONS OF THE PLAN. CREDITORS SHOULD NOT RELY UPON ANY INFORMATION RELATING TO THE DEBTOR OTHER THAN THAT CONTAINED IN THIS AMENDED DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED HERETO.

NO REPRESENTATIONS CONCERNING THE PLAN ARE AUTHORIZED BY THE DEBTOR OTHER THAN THOSE SET FORTH IN THIS DISCLOSURE STATEMENT. ANY OTHER REPRESENTATIONS OF FACT MADE BY ANY OTHER PARTIES TO INFLUENCE OR SECURE YOUR ACCEPTANCE WHICH ARE OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED UPON BY YOU IN VOTING ON THE PLAN. ANY SUCH ADDITIONAL REPRESENTATIONS OF FACT SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR WHO IN TURN WILL INFORM THE BANKRUPTCY COURT WHICH MAY TAKE APPROPRIATE ACTION AGAINST ANY PERSONS MAKING SUCH REPRESENTATIONS.

THE FINANCIAL INFORMATION REGARDING THE DEBTOR HAS NOT BEEN INDEPENDENTLY AUDITED. FOR THE FOREGOING REASON, AS WELL AS THE IMPOSSIBILITY OF MAKING ACCURATE ASSUMPTIONS, ESTIMATES, AND PROJECTIONS INTO THE FUTURE, THE DEBTOR IS NOT ABLE TO WARRANT OR REPRESENT THAT THE INFORMATION CONTAINED HEREIN IS COMPLETELY ACCURATE, ALTHOUGH EVERY REASONABLE EFFORT HAS BEEN MADE TO ENSURE THAT SUCH INFORMATION IS ACCURATE. THE BANKRUPTCY COURT'S APPROVAL OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY OR THE COMPLETENESS OF THE INFORMATION CONTAINED HEREIN.

CREDITORS ARE URGED TO REVIEW THE PLAN AND THE DISCLOSURE STATEMENT IN FULL, TOGETHER WITH ALL EXHIBITS ATTACHED HERETO, PRIOR TO VOTING ON THE PLAN, AND ARE URGED TO CONSULT LEGAL COUNSEL TO ENSURE A COMPLETE UNDERSTANDING OF THE PLAN AND THE DISCLOSURE STATEMENT. THIS DISCLOSURE STATEMENT IS INTENDED FOR THE SOLE USE OF CREDITORS OF THE DEBTOR TO ENABLE SUCH CREDITORS TO MAKE AN INFORMED DECISION ABOUT THE PLAN.

THE DEBTOR HAS CONSIDERED ALTERNATIVE METHODS OF LIQUIDATING THE ASSETS OF THE DEBTOR AND CONSIDER THE PLAN TO BE IN THE BEST INTERESTS OF ALL CREDITORS. THE DEBTOR BELIEVES THAT THE PLAN WILL PROVIDE CREDITORS WITH AN OPPORTUNITY TO RECEIVE A GREATER RECOVERY ON THEIR CLAIMS THAN WOULD BE RECEIVED BY LIQUIDATION OF THE ASSETS PURSUANT TO CHAPTER 7 OF THE BANKRUPTCY CODE. CONSEQUENTLY THE DEBTOR URGES CREDITORS TO VOTE TO ACCEPT THE PLAN.

III.

FINANCIAL HISTORY AND BACKGROUND OF DEBTOR

3.01.01 This corporation was formed in March 2008. The principal of the corporation is Amer Mohiuddin.

3.01.02 The principal of this corporation also formed Sabera, Inc. Sabera, Inc. purchased the property in which the Debtor does business. Moin, LLC was formed to operate the business. It is not liable on the note, but Debtor does lease

the property from Sabera, Inc for \$6,767.78 per month. This lease arrangement began in March 2008 and Debtor is current on all lease payments. The amount paid as a lease payment covers the note payment that Sabera, Inc owes.

3.01.05 The Debtor business is located in Jacksonville, Texas. The Debtors assets consist of the inventory in the store. The principal office is located in McGregor Texas. The principal of Debtor owns other entities that operate different locations. Debtor operates independently of those other entities and there is no mingling of assets or income between the parties.

3.01.02 The Debtor has timely filed all tax returns and all 940s and 941s, with the exception of the 2016 tax return (deadline extended to September 2017) and the quarterly return for the period ending March 2017.

3.01.03. In 2014, the Debtor underwent a sales tax audit. After the audit was complete, it was advised that it owed approximately \$200,000 in unpaid sales tax. The Debtor disputed this amount. It retained the accounting firm of Moore Consultants and Joey Moore to handle the dispute. It is debtor's contention that Moore Consultants and Joey Moore failed to properly handle this dispute which resulted in the amount of the audit becoming final. Debtor has listed a potential claim against this accounting firm but has not yet retained counsel to file the lawsuit. Debtor has not authorized its bankruptcy counsel to investigate or file any such claim. If and when a claim is filed, it will be after this plan, or any other amended plan is filed and approved by this Court. Any monies recovered, if any, will be used first to pay expenses of litigation and then to pay all debts of the Reorganized Debtor.

IV.

OPERATION OF DEBTOR DURING BANKRUPTCY

4.01 The Debtor will continue to operate the business as a Debtor in Possession during these proceedings. The Debtor has obtained court authorization to use a non authorized depository. The Debtor will maintain its operating account with this bank.

4.02 Although the schedules on file indicate that the Debtor only operates one facility, only pays rent on one location, and only pays for employees at one location, Debtor needs to fully disclose that it only operates one convenience store at one location and only pays for employees to work this one convenience store. Debtor pays for rent for only this location and does not pay any costs or expenses to

operate any business other than disclosed in the schedules as filed with the court.

4.02 The Debtor will prepare and file monthly operating reports as required by 28 U.S.C. §1930.. The first report was filed in April 2017 covering the time between the case being filed until the end of February 2017. Until this case is closed, dismissed, or converted, Debtor is required to file monthly operating reports, or, after confirmation, quarterly post confirmation reports. Any party wishing to review these reports may do so by contacting the U.S. Bankruptcy Clerk’s Office, Waco Texas.

4.03 Debtor has no executory contracts that it intends to reject. The only lease is with Sabera Inc. described hereinabove. The payments are current and there is no cure payment required. Debtor has also contracted with FDR to monitor its environmental obligations. To the extent that this is an executory contract, Debtor will assume this. Debtor is current on payment obligatons to this entity.

THERE IS ONLY ONE LEASE. THIS LEASE IS TO BE ASSUMED.

<u>NAME OF LESSOR</u>	<u>AMT OF PAYMENTS</u>	<u>PROPERTY</u>	<u>STATUS</u>
Sabera Inc	\$6,767.78	Jacksonville TX	current

4.07 It should be noted that Sabera, Inc. is a insider in that the principal of the Debtor is also the principal of Sabera, Inc. The amount of rent being charged to Debtor is less that the market rate for this type of property.

4.08. It should be noted that to the extent there is a shortage of funds to make any of the payments scheduled in this plan, Sabera, Inc. has agreed to reduce its monthly lease payments to whatever sum is required to allow the Debtor to make its plan payments.

V.

**ANALYSIS AND VALUATION OF
PROPERTY OF THE BANKRUPTCY ESTATE**

5.01 Real and Personal Property

Debtor has undertaken to value its assets in order to determine what sums of monies, if any, unsecured creditors would receive if this case was liquidated

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in a Chapter 7 proceedings. Debtor's opinion is that the value of its assets, I.e., the personal property owned by the Debtor, are by their nature, largely contingent upon the continuation of the Debtor's operations. The Debtor's opinion as to the importance of maintaining an ongoing concern to preserve the value of the Debtor's assets are based on its experience in the industry. In the event the Debtor ceases to do business, the equipment and inventory is not of sufficient value to pay the outstanding unsecured creditors. Further, Debtor is of the opinion that there will not be sufficient monies to pay all of the creditors. In the event of liquidation, no provision has been made for the administrative costs of liquidation, which would further reduce the value of the assets available for distribution, nor has any allowance been made for sales taxes that might arise as a result of liquidation sales that would further reduce the amount available for distribution. The Debtor does believe that the continued operation of the Debtors business is in the best interest of this Estate.

The following is a summary of the Debtor's assets, values and debts. As of April 31, 2017, Debtor had cash on hand in the amount of approximately \$608.47 and accounts receivables in the amount of approximately \$4,000, which amounts fluctuate daily. Debtor has not included an estimated valuation of these assets in this liquidation analysis because Debtor estimates that most if not all of the case would be spend and outstanding account receivables collected and accounted for prior to liquidation. The equity reflected below is only an estimate of the booked equity and not an opinion of liquidation value if these assets were to be sold:

ASSET	VALUE	DEBT	EQUITY
Inventory ¹	\$53,633	none	\$53,633

Debtor would further show that inventory varies as property is bought and sold.

machinery equipment ²	\$20,200	none	\$20,200
office equipment	\$65,600	none	\$65,600

5.02 Retained Causes of Action.

All Causes of Action, if any, are preserved and retained for enforcement by the Reorganized Debtor whether or not commenced prior to the Effective Date. As of the date of the filing of this Disclosure Statement, the Debtor believes that it has one cause of action, being a possible malpractice accounting claim against Moore Consultants and Joey Moore.

1. gasoline stored at this location (fluctates daily) and convenience store supplies.
2. Commercial toaster and MPD 4 pumps.

IF THERE IS ANY RECOVERY AGAINST THIS ACCOUNTING FIRM, ALL NET PROCEEDS, AFTER EXPENSES AND COSTS, WILL BE APPLIED FIRST TO THE CLAIM OF THE TEXAS COMPTROLLER AND THEN TO ANY REMAINING UNPAID PLAN CLAIMS.

VI.

SUMMARY OF DEBTOR'S PLAN OF REORGANIZATION

6.01 Concept of the Plan

The Plan is based upon the Debtor's belief that the continuing operation of the Debtor's assets and business will result in the maximum recovery possible for holders of claims. The Debtor believes that the best alternative in terms of maximizing dividends to all parties lies in implementing the Plan. Debtor's plan for continued operation of the business is to operate generally as it has in the past. The revenues from operations will be used to make fixed payments to the secured and unsecured creditors. However, the owner of the property has contemplated the sale of the business. Although it is not officially on the market, if the owner receives a written contract on the property which is of sufficient amount to pay off a substantial amount of the Debtor's debt, the owner may consider such an offer. AT the time of the filing of this Plan, Debtor estimates that all creditors will be paid 100% of the scheduled amount. Debtor reserves the right to settle any claim for a discount, or prepay any claim without penalty, without requiring further approval of the Bankruptcy Court.

6.02 Implementation of Plan

6.02.01 Debtor will continue to do business as it did pre-petition until confirmation of this plan. If the plan is confirmed, the reorganized Debtor will continue to operate as it did pre-filing.

6.03 Classification of Creditors

6.03.01 Class 1: Administrative Claims

All claims that are Allowed Administrative Claims in the Debtor's bankruptcy case, to include the legal fees due and owing to Montez & Williams, P.C and any administrative fees due and owing to the U.S. Trustee's Office.

Debtor recognizes that fees to the U.S. Trustee are statutory in nature, that is, these fees are based on disbursements made by or on behalf of the Debtor. Debtor is required to remain current on payment of all fees and file all reports as required by 28 U.S.C. §1930. Further, the Debtor has budgeted payment of these fees in its operating budget.

6.03.02 Class 2: Internal Revenue Service

This Creditor was not scheduled as a creditor when this case was filed. Since the IRS filed a proof of claim, the Debtor has filed an objection to the claim

based on the fact that the Debtor had properly and timely filed the required report and pay the obligation when it was due. However, the remaining part of this claim was for a sum that became due and owing after this case was filed. This claim was for the 1st quarter 941, which has been filed and has been paid as it became due in the ordinary course of business. However, the IRS has again amended its claim to include a penalty for late filed tax return in 2013 in the amount of \$1,453.11. Any allowed claim will be paid in full.

6.03.03 Class 3: Cherokee CAD

This creditor has filed a claim in the amount of \$7,401.82 for real property taxes due for 2016-2017 and personal property taxes for 2017. Debtor disputes this claim and has filed an objection to this claim. Debtor disputes this claim.

6.03.04 Class 4: Comptroller of Public Accounts

This creditor has filed a claim in the sum of \$136,389.18. Approximately \$78,837.94 is filed as a general unsecured claim, however, this will be treated in this class also. This claim was originally scheduled as a fully unsecured claim.

6.03.05 Class 5. Allowed Unsecured Claims

Debtor scheduled claims for wages that have been paid by the Debtor in the normal course of business. This case was filed in the middle of a pay period and the creditors (wage earners) were paid in the ordinary course of business. In addition, the claims of Classic Star Group, Inc and Mike's Wholesale were paid in the ordinary course of business (paid within 10 days of receipt) the amount scheduled through post petition sales. Debtor is current on its obligations to these entities.

Debtor scheduled a payment to Sam's Club in the amount of \$15,976.23 for purchases made in 2016 and testified at the §341 meeting that he is making payments on this claim post petition so that he can continue to receive supplies from this entity. Debtor is current on all post petition purchases. At this time, Debtor owes approximately \$15,000 to Sams Club and will continue paying \$535 per month to satisfy this claim.

Debtor also scheduled \$4,705.45 for Sulphur Springs Distribution Center for grocery supplies purchased in 2016. This claim is paid in full.

6-03.0 Class 6: Interest of Amer Mohiuddn

This principal will retain all interest in the Debtor and will continue to operate the Debtor.

VII.

TREATMENT OF CLASSES OF CLAIMS

7.01 Treatment of Classes of Claims

The Plan divides the Debtor's Creditors into administrative claims, claims entitled to priority under §507(a)(3) and §507(a)(8) of the Bankruptcy Code entitled to priority, secured creditors, and unsecured creditors and the Debtor's interest in the Estate property. The Claims included in each class and their treatment under the Plan are summarized as follows:

7.01.01 Class 1 will include all Allowed Claims for Administrative Expenses.

These Claims are for any costs or expenses of administration in connection with this Bankruptcy case, including, without limitation, the actual, necessary costs and expenses of preserving the Debtor's Bankruptcy Estate, allowances of compensation for legal or other professional services or reimbursement of costs and expenses under Section 330 or Section 503 of the Bankruptcy Code or otherwise allowed by the Court, and all fees and charges assessed against the Debtor's Bankruptcy Estate. There may exist unpaid Claims in this Class at the time the Plan is confirmed which presently are incapable of estimation; furthermore, the amount of Claims to be paid for professionals' fees is dependent upon approval of such fees by the Court.

7.01.02 The Debtor anticipates that as of the Confirmation Date, all of the expenses associated with the Debtor's post Petition operation will be current. However, some such expenses may be unpaid due to ordinary billing cycles and the timing of their occurrence. Any unpaid post petition operating expenses will be paid in the normal course as they become due and owing. Any unpaid leases and or executory contracts will be dealt with herein below.

7.01.03 This class of claims will include the fees and expenses incurred for services rendered by the professionals retained by the Debtor, Montez & Williams, P.C., attorneys for the Debtor.

7.01.04 The Debtor estimates that as of the date the Plan was filed, the additional Class 1 Claims to be accrued by its professionals by the Confirmation Date will be as follows:

Montez & Williams, P.C. \$15,000.00

This claim will be paid within thirty days after confirmation. An application setting forth the legal fees requested must be submitted to all creditors and parties in interest and the U. S. Trustee's Office. The requested fees must be approved by the Court prior to payment.

7.01.05 All quarterly fees due and owing to the U.S. Trustee's

Office will be paid as it becomes due. **\$1,625**. Debtor shall be responsible for timely payment of fees incurred pursuant to 28 U.S.C. §1930(a)(6). If fees are not current at confirmation, these fees will be paid in full within thirty (30) days after confirmation. After confirmation, the reorganized Debtor shall comply with the requirements of 28 U.S.C. §1930 and file with the Court and shall serve on the United States Trustee a report in a format prescribed by the United States Trustee until this case is closed, dismissed or converted. THE UST has estimated that the quarterly fees will be no more than \$4,875.

7.01.06 Class 2 will include the Allowed Claim of the Internal Revenue Service

An objection to this claim has been filed with the Court.

An amended claim has been filed. This claim will be paid in full. This creditor will be paid in full, with interest to be paid at the rate of 3.5% per annum. The Debtor will make monthly payments of \$500 per month to this creditor until paid in full. The first payment will commence thirty (30) days after the Confirmation date of the plan. The Debtor will be the disbursing agent.

7.01.07 Class 3 will include the Allowed Claim of Cherokee CAD

An objection to this claim has been filed with the Court. Debtor contends that there are no monies due and owing to the taxing authority. However, in the event the Court allows the Claim, this creditor will be paid in full, with interest to be paid at the rate of 12% per annum. The Debtor will make monthly payments of \$500 per month to this creditor until paid in full. The first payment will commence thirty (30) days after the Effective Date. The Debtor will be the disbursing agent

7.01.08 Class 4 will include the Allowed Claim of the Comptroller of Public Accounts.

This claim will be paid in full. The secured portion of the claim being \$136,386.16 will accrue interest at the rate of 4.75% per annum and will be paid in monthly payments of \$2,780 per month, with the first payment due and payable thirty (30) days after confirmation of the plan, being July 15, 2017 and with a like and similar payment due every month thereafter until paid in full.

7.01.09 Class 4 will include the Allowed Unsecured Claims

The Unsecured Claims Against the Debtor. The only claim in this class is Sams Club. Debtor shall continue to make monthly payments of \$535 per month. This payment will be make on or about the 1st day of each month until paid in full.

7.01.10 Class 5 Class 5 will include the Allowed Interests of Amer Mohiuddin

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This is the sole principal of the Debtor. The principal will retain all interest in the Debtor.

IX.

TREATMENT OF EXECUTORY CONTRACTS

As more fully described in the Plan, all executory contracts and unexpired leases of the Debtor, or to which the Debtor is a party as of the Confirmation Date, not expressly rejected by the Debtor prior to the Effective Date or as to which a Motion to Assume is not pending as of the Effective Date, or which Debtor has rejected by the terms of the Plan, shall be rejected by this Debtor. Any claim resulting from the rejection of any contract shall be treated as an unsecured claim.

THE PRECEDING SUMMARY OF DEBTOR-IN-POSSESSION'S PLAN OF REORGANIZATION SHOULD NOT BE RELIED UPON AS A COMPLETE DESCRIPTION OF THE DETAILS OF THE PLAN. CREDITORS ARE URGED TO CAREFULLY READ THE PLAN ITSELF, AS WELL AS THE REMAINDER OF THIS DISCLOSURE STATEMENT.

X.

PROJECTED NET INCOME BEFORE DEPRECIATION,
INTEREST, TAXES AND EXTRAORDINARY EXPENSES

Projections are attached and marked as Exhibit "A".

It should be noted that to the extent there is a shortage of funds to make any of the payments as forth in this Plan, Sabera, Inc., the landlord of the Debtor, has agreed to reduce its monthly rent to allow all payments to other creditors to be made on a timely basis.

XI.

SERVICE OBLIGATIONS

11.1 Service to all parties

The Debtor has affixed a certificate of service to this Amended Statement certifying that a copy of this Amended Disclosure Statement has been send out to creditors, parties in interest and parties requesting notice. A copy of the Approved Disclosure Statement and Plan (the "plan mailout") will be sent to all creditors and parties in interest as scheduled regardless of whether their claim was paid in full. The company known as FDR, responsible for monitoring Debtor's compliance with environmental obligations, as well as the appropriate regulatory agencies, shall be mailed a copy of the plan mailout.

XII.

ALTERNATIVES TO THE PLAN

12.01 Liquidation of the Assets

As discussed above, Debtor estimates that liquidation of this case will not pay creditors in full and that everyone will be paid in full if the business continues. The Debtor believes that there are no viable alternatives to the plan.

XIII.

TAX CONSEQUENCES

13.01 Creation of Tax Entities

Under the Internal Revenue Code of 1986 ("Tax Code"), no new or separate taxable entity is created upon the filing of a Chapter 11 Bankruptcy Petition by a corporation. Rather, the Debtor corporation continues to file returns as it had prior to the filing of the Petition. Pursuant to the Amended Plan, certain creditors will receive an amount of cash or other property with a fair market value less than the actual amount of their Allowed Claims. Thus the Debtor will realize debt forgiveness income for tax purposes. Since the Debtor is in a Chapter 11 proceeding, such debt forgiveness income will not constitute taxable income but may reduce the Debtor's tax attributes, such as its net operating loss carryover. Tax consequences, if any, may arise from the Debtor's conveyance to creditors of property which is valued at a greater price than the Debtor's basis in the property.

13.02 Tax Consequences to Creditors

The tax consequences of the Plan to a particular creditor may vary among creditors and will depend upon a number of factors, including whether a creditor reports income on the cash or accrual basis, whether a creditor receives consideration during more than one tax year of the creditor, and whether the creditor has previously claimed a tax loss with respect to some or all of its Claim. As a result, it is imperative that each creditor seek individual tax counsel for advice on their particular situation.

XIV.

LITIGATION

14.01 Avoidance Actions

Debtor is not aware of any actions which can be taken on its behalf.

14.02 Pending Actions

There are no pending actions. class. This debt will be discharged as part of the confirmation process.

XV.

CREDITORS REMEDIES IN EVENT OF DEFAULT

15.01 Default

Upon the occurrence of an Event of Default, the affected party shall provide the Reorganized Debtor with notice of such Event of Default under the Amended

Plan ("Notice"). The Reorganized Debtor shall have thirty (30) days from the actual receipt of Notice to cure such default under the Plan. Upon the expiration of thirty (30) days following Notice without the Reorganized Debtor having cured the default, the affected creditor shall be able to avail itself of any remedies, either in this Court or in state court, to enforce the terms of the Plan. The Debtor contends that this amount of time is required in order to allow parties to investigate any payments, why payments were not paid and or to resolve the issues prior to any litigation.

15.02 A failure by the Reorganized Debtor to make a plan payment to an agency of the State of Texas shall be an Event of Default. If the Reorganized Debtor fails to cure an Event of Default as to an agency of the State of Texas within fifteen (15) days after service of a written notice of default, then that agency may (a) enforce the entire amount of its claim; (b) exercise any and all rights and remedies available under applicable non-bankruptcy law, and (c) seek such relief as may be appropriate in this court. The Reorganized Debtor can receive up to three (3) notice of default ; however the third default cannot be cured.

XVI.

FINAL DECREE

16.01 Entry of Final Decree

The Debtor shall file an Application For Entry of Final Decree no later than one (1) month after the finality of the Order of Confirmation of the Plan of Reorganization. If the Application for Entry of Final Decree is not filed within this time period, the Court, on its own Motion or at the request of a party-in-interest, including the United States Trustee, may enter an Order closing the Debtor's case.

16.02 Discharge

The provisions of a confirmed plan shall bind the debtor, any entity acquiring property under the plan, and any creditor, equity security holder, or general partner in the debtor, whether or not the claim or interest of such creditor, equity security holder or general partner is impaired under the plan and whether or not such creditor, equity security holder, or general partner has accepted the plan.

XVI.

CONCLUSION

The Debtor believes that the Plan satisfies all of the statutory requirements of Chapter 11 of the Bankruptcy Code, that it complies or will comply with all of the requirements of Chapter 11, and that the Plan is made in good faith.

In consideration of the foregoing, it is the Debtor's belief that the best

interests of Creditors are served by confirming the proposed Amended Plan of Reorganization. The Debtor urges all creditors to vote to accept the Plan.

Respectfully submitted,

By: /S/
MOIN, LLC
Amer Mohiuddin

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By: /S/ JOHN A. MONTEZ
ATTORNEY FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Amended Disclosure Amended Disclosure Statement and Plan was mailed to the following by First Class U. S. Mail, electronic mail or by fax on this the 7th day of June , 2017:

U.S. Trustee
ATT: DEBORAH BYNUM
903 San Jacinto, Ste 230
Austin, TX 78701
DeborahA.Bynum@usodj.gov

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McGregor TX 76657
(Debtor)

Jason A. Starks
P.O. Box 12548
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(Texas Comptrollers Office)

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