UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-2(c)

NORRIS, McLAUGHLIN & MARCUS, PA
721 Route 202-206, Suite 200
P.O. Box 5933
Bridgewater, New Jersey 08807-5933
(908) 722-0700 (Tel)
(908) 722-0755 (Fax)
Morris S. Bauer, Esq.
Larry K. Lesnik, Esq.
Counsel for the Debtor/Debtor-In-Possession

In Re: RAMS ASSOCIATES, L.P., Debtor.	Case Nos.: 13-25541 (CMG) and 13-23969 (CMG) Chapter 11 Judge: Hon. Christine M. Gravelle

DISCLOSURE STATEMENT PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE DESCRIBING PLAN OF REORGANIZATION PROPOSED BY RAMS ASSOCIATES, L.P.

Please read this disclosure statement carefully. This disclosure statement contains information that may bear upon your decision to accept or reject this Plan of Reorganization. The Debtor believes that the Plan of Reorganization is in the best interest of the creditors and that the Plan is fair and equitable.

Dated: October 18, 2013

Rams Associates, L.P.

By: /s/ John Sabo
John C. Sabo, General Partner

TABLE OF CONTENTS

ARTICLE I

INTRODUCTION

Rams Associates, L.P. ("Rams" or the "Debtor") is a debtor in a chapter 11 bankruptcy case. On June 25, 2013, an Involuntary Petition under chapter 7 of the United States Bankruptcy Code ("Code"), 11 U.S.C. §101, et seq. was filed against Rams, which proceeding was assigned Case No. 13-23969 (CMG). On July 16, 2013, a superseding chapter 11 petition was filed by Rams, which proceeding was assigned Case No. 13-25541 (CMG). On July 30, 2013, a Consent Order Substantively Consolidating Cases was entered by the Bankruptcy Court, which allowed for Rams to proceed with the superseding chapter 11 case.

Chapter 11 of the Code allows the Debtor, and under some circumstances, creditors and other parties in interest, to propose a plan of reorganization. The plan may provide for the debtor to reorganize by continuing to operate, to liquidate by selling assets of the estate, or a combination of both. Rams is the party proposing the Plan of Reorganization (the "Plan") sent to you in the same envelope as this document. THE DOCUMENT YOU ARE READING IS THE DISCLOSURE STATEMENT FOR THE PLAN WHICH IS ANNEXED HERETO AS EXHIBIT "A."[1]

The Effective Date of the proposed Plan is thirty (30) days after the ACT Closing Date.

A. Purpose of This Document

This Disclosure Statement summarizes the information contained in the Plan, and tells you certain information relating to the Plan and the process the Court follows in determining whether or not to confirm the Plan.

[1] Unless other defined herein, capitalized terms used in this Disclosure Statement shall have the meanings ascribed to such terms in the Plan.

READ THIS DISCLOSURE STATEMENT CAREFULLY IF YOU WANT TO KNOW ABOUT:

(1) WHO CAN VOTE OR OBJECT,

(2) THE PROPOSED TREATMENT OF YOUR CLAIM (i.e., what your claim will receive if the Plan is confirmed), AND HOW THIS TREATMENT COMPARES TO WHAT YOU WOULD RECEIVE IN LIQUIDATION,

(3) THE HISTORY OF THE DEBTOR AND SIGNIFICANT EVENTS DURING THE BANKRUPTCY,

(4) WHAT THE COURT WILL CONSIDER WHEN DECIDING WHETHER TO CONFIRM THE PLAN,

(5) THE EFFECT OF CONFIRMATION, AND

(6) THE FEASIBILITY OF THE PLAN.

This Disclosure Statement cannot tell you everything about your rights. You should consider consulting your own lawyer to obtain more specific advice on how this Plan will affect you and what is the best course of action for you.

Be sure to read the Plan as well as the Disclosure Statement. If there are any inconsistencies between the Plan and the Disclosure Statement, the Plan provisions will govern.

Code Section 1125 requires a Disclosure Statement to contain "adequate information" concerning the Plan. The term "adequate information" is defined in Code Section 1125(a) as "information of a kind, and in sufficient detail," about a debtor and its operations "that would enable a hypothetical reasonable investor typical of holders of claims or interests" of the debtor to make an informed judgment about accepting or rejecting the Plan. The Bankruptcy Court

("Court") has determined that the information contained in this Disclosure Statement is adequate, and it has approved this document in accordance with Code Section 1124.

This Disclosure Statement is provided to each Creditor whose Claim has been scheduled by the Debtor or who has filed a proof of claim against the Debtor and to each Equity Interest Holder of record as of the date of approval of this Disclosure Statement. Under the Bankruptcy Code, your acceptance of the Plan may not be solicited unless you receive a copy of this Disclosure Statement prior to or concurrently with such solicitation.

B. Confirmation Procedures

Persons Potentially Eligible to Vote on the Plan

In determining acceptance of the Plan, votes will only be counted if submitted by a Creditor whose Claim is duly scheduled by the Debtor as undisputed, non-contingent and unliquidated, or who, prior to the hearing on confirmation of the Plan, has filed with the Court a proof of claim which has not been disallowed or suspended prior to computation of the votes on the Plan. All partners of record as of the date of approval of this Disclosure Statement may vote on the Plan. The Ballot Form that you received does not constitute a proof of claim. If you are uncertain whether your Claim has been correctly scheduled, you should check the Debtor's Schedules, which are on file at the office of the Clerk of the Bankruptcy Court located at: United States Bankruptcy Court, District of New Jersey, 402 East State Street, Trenton, New Jersey 07102. The Clerk of the Bankruptcy Court will not provide this information by telephone.

THE COURT HAS NOT YET CONFIRMED THE PLAN DESCRIBED IN THIS DISCLOSURE STATEMENT. IN OTHER WORDS, THE TERMS OF THE PLAN ARE NOT YET BINDING ON ANYONE. HOWEVER, IF THE COURT LATER CONFIRMS THE

PLAN, THEN THE PLAN WILL BE BINDING ON THE DEBTOR AND ON ALL CREDITORS AND INTEREST HOLDERS IN THIS CASE.

1. Time and Place of the Confirmation Hearing

The hearing at which the Court will determine whether to confirm the Plan will take place on _____, at _____, in Courtroom ____, United States Bankruptcy Court, District of New Jersey, U.S. Courthouse, 3rd Floor, 402 East State Street, Trenton, New Jersey 08608.

2. Deadline For Voting For or Against the Plan

If you are entitled to vote, it is in your best interest to timely vote on the enclosed ballot and return the ballot to the Clerk, United States Bankruptcy Court, 402 East State Street, Trenton, NJ 08608.

Your ballot must be received by _____ or it will not be counted.

3. Deadline For Objecting to the Confirmation of the Plan

Objections to the confirmation of the Plan must be filed with the Court and served upon Norris McLaughlin & Marcus, P.A., Attn: Morris S. Bauer, Esq., P.O. Box 5933, Bridgewater, New Jersey 08807-5933 by _____.

4. Identity of Person to Contact for More Information Regarding the Plan

Any interested party desiring further information about the Plan should contact:

Norris McLaughlin & Marcus, P.A.
Attn: Morris S. Bauer, Esq.
P.O. Box 5933
Bridgewater, NJ 08807-5933
Attorneys for the Debtor

C. Disclaimer

The financial data relied upon in formulating the Plan is based on the Debtor's books and records. The information contained in this Disclosure Statement is provided by John C. Sabo, one of the Debtor's General Partners, other employees of the Debtor and the Debtor's financial advisors. The Debtor represents that everything stated in the Disclosure Statement is true to the Debtor's best knowledge.

PLEASE NOTE THAT THE APPROVAL OF THIS DISCLOSURE STATEMENT BY THE BANKRUPTCY COURT DOES NOT CONSTITUTE A RULING ON THE MERITS, FEASIBILITY OR DESIRABILITY OF THE PLAN.

ARTICLE II

BACKGROUND

A. Description and History of the Debtor's Business

1. Formation and Ownership of the Debtor

Rams was formed in 1990 as a limited partnership in the State of New Jersey. Rams was formed for the purpose of acquiring and operating an ice rink then operated under the name American Hockey & Ice Skating Center located in Farmingdale, New Jersey for a purchase price of $1,800,000 for the land and building. In addition, at that time, Rams expended another $3,200,000 to build-out the arena and purchase the necessary equipment to operate the Arena. The Debtor continues to own and operate the ice rink, which the Debtor substantially expanded since its acquisition, under the name Jersey Shore Arena (the "Arena"). Through subsequent expansions funded by Rams, the Arena is now a 120,000 sq. ft. facility located on 15 acres at 1215 Wyckoff Road, Farmingdale, New Jersey. The Arena consists of 3 NHL size ice rinks, a café, pro-shop laser tag facility, arcade and indoor turf field.

2. Financing of the Facility

The current financing of the Property, including the Arena, was obtained from The Bancorp Bank ("Bancorp") on December 30, 2005 (the "Financing"). The Financing was in the original principal amount of $12,500,000. The Financing is comprised of terms loans, Term Loan A, Term Loan B and Term Loan C. The Financing is secured by a mortgage on the Property. The Financing is also secured by a mortgage on property owned in Massachusetts by John and Linda Sabo and property owned by John and Holly Cunningham in Monmouth County, New Jersey. In addition, John Sabo, John and Holly Cunningham and William Heinzerling pledged certain financial accounts. The Financing or a portion thereof was also guaranteed by John Sabo, Joseph Carballeira, John Cunningham, American Hockey & Ice Skating Centers, Inc., Linda Sabo, Leonard Pasciucco and William Heinzerling.

On or about June 28, 2013, Bancorp assigned the Financing to ACT. As of the Petition Date, the outstanding amount on the Financing alleged by ACT in its proof of claim approximates $11,568,425.93.

3. Overview of Operations

As previously stated, from the Arena, the Debtor operates 3 NHL size ice rinks, a café, pro-shop laser tag facility, arcade and indoor turf field. The mainstay of the Debtor's business is the ice rinks. The Debtor currently has approximately 16 varsity high school programs, approximately 10 junior high school programs, several youth hockey programs, including 3 junior teams. The Debtor's ice is substantially booked for the upcoming season.

The going rate for ice rental is approximately $450 per hour. The Debtor's annual gross revenue for 2011 was approximately $1,800,000, for 2012 was approximately $1,780,000 and for the period of January 1, 2013 to the Petition Date was approximately $930,000. Annexed

hereto as Exhibit "B" is a summary of the Debtor's historical financial information for the years 2011, 2012 and the first quarter of 2013, which was prepared internally by the Debtor.

B. Principals/Affiliates of Debtor's Business

John C. Sabo is the General Partner of the Debtor, holding a 16.50% partnership interest. Mr. Sabo is not an employee of the Debtor and does not receive any salary. Mr. Sabo has over twenty (20) years of extensive experience in the ice hockey industry having been affiliated with five arenas located in Bridgewater, New Jersey; Plano, Texas; Denver, Colorado; Syracuse, New York; and the Arena. The other General Partner is Joseph Carballeira, holding a 12.79264% partnership interest.

The Limited Partners of the Debtor include American Hockey & Entertainment Corp. (9.59445%), Barbara Miller IRA (0.11845%), George Occipinti (0.2369%), Gerard Chiara (0.78968%), Harry D. Clune, Jr. IRA (0.2369%), James Patrick McDonald (0.78968%), Joan Clune IRA (0.14214%), John Catalano (8.5%), Martin Caffrey IRA (0.39406%), Matthew Zito (1.07079%), Phillip & Barbara Miller (0.2369%), Phillip Miller IRA (0.11845%), Robert Shack (0.4738%), Sean Cromarty (0.2369%), Stephanie Minardi (0.4738%), William Heinzerling (4.12%), William Weldon (0.9476%), William Cromarty IRA (0.9476%), and Worthington Capital, LLC (40%). None of the limited partners are employed by the Debtor.

C. Management of the Debtor Before and After the Bankruptcy

John Sabo and Joseph Carballeira have been the General Partners of the Debtor since 1993. Up until 2001 Michael Mazur was also a general partner and Leonard Pasciucco was a general partner up until 2009. The Limited Partners have been involved in the Debtor since 1993.

Mr. Sabo oversaw operations up until about December 2005. In or about January 2005, litigation was commenced by Pasciucco against Rams and the other general partners. On December 23, 2005, the Court appointed Bunce Atkinson as the fiscal agent to oversee Rams' operation of the Arena. As part of the resolution of the litigation, Atkinson executed the Financing on behalf of Rams. From the period of January 2006 to November 2011, John Cunningham operated the Arena on behalf of Rams. Rams contends that while under Cunningham's control, the Arena was mismanaged and that Rams may have claims against Cunningham. Cunningham commenced an action against Rams, John Sabo and Joseph Carballeira seeking to collect monies purportedly paid by Cunningham toward the operations of the Arena. This litigation was dismissed with prejudice.

Since December 2011, Mr. Sabo has overseen the operations of the Arena with the assistance of Fred Bryant and a staff. Mr. Sabo has been in discussions with Mr. Schnayderman since April 2012 regarding Mr. Schnayderman's possible acquisition of the Arena.

Pursuant to the Plan, ACT will acquire the Property and substantially all of the Debtor's other assets and will continue with the operations of Arena. ACT is a limited liability company, whose sole member is Mr. Schnayderman. Mr. Schnayderman is not an employee of Rams nor is he related to Sabo, Carballeira or any of the limited partners. Upon consummation of ACT's acquisition, John Sabo and Joseph Carballeira may become 35% and 15% members of ACT, respectively, provided that they post the Claims Fund, and waive any entitlement to a distribution from the Unsecured Claims Fund. Prior to the acquisition, Mr. Sabo and Mr. Bryant will oversee the operations of Rams and the Arena.

Subsequent to the closing of the sale of substantially all of the Debtor's assets to ACT pursuant to the Plan, the Debtor will remain in existence and the Equity Interest Holders will

retain their respective interests therein. The Debtor and its Equity Interest Holders continued existence will be governed by the pre-Petition Date partnership agreement.

D. Events Leading to Chapter 11 Filing

In or about June, 2012, John Sabo and Alex Schnayderman commenced negotiations regarding Mr. Schnayderman's possible acquisition of the Property. On or about, July 12, 2012, Mr. Sabo and Mr. Schnayderman entered into a memorandum of understanding and on or about August 1, 2012, a second memorandum of understanding was executed (the "MOUs"). Also, Mr. Sabo introduced Mr. Schnayderman to Bancorp for the purpose of commencing negotiations for Mr. Schnayderman's purchase of the Financing from Bancorp. The MOUs culminated in Mr. Schnayderman forming ACT and ACT, in turn, entering into the ACT Asset Purchase Agreement.

While negotiating the ACT Asset Purchase Agreement, Mr. Sabo was also negotiating on a case by case basis a resolution for the Debtor and its general partners of the unsecured claims being asserted against the Debtor. On or about June 6, 2012, a Stipulation of Settlement was entered in state court litigation involving John Catalano, Beth Catalano, Philip Miller and DeWitt Alexander (collectively, "CatalanoMiller") and the Debtor and its general partners. The Stipulation of Settlement contemplated a payment plan that the Debtor and its general partner anticipated would be funded as part of the ACT Asset Purchase Agreement.

The ACT Asset Purchase Agreement included an Option Agreement whereby Sabo and Carballeira would acquire a 35% and 15%, respectively, in ACT in exchange for posting $2,000,000 to satisfy certain unsecured claims of Rams, and to provide working capital. Since the Petition Date, ACT, Sabo and Carballeira have verbally discussed to modify this requirement to reduce the amount to be posted to $800,000.

The closing of the ACT Asset Purchase Agreement was delayed. As a result of the delay, neither the Debtor nor its general partners were in a position to satisfy the payment plan contemplated by the Stipulation of Settlement. No longer willing to wait for the closing to take place, on June 25, 2013, CatalanoMiller filed an Involuntary Petition against the Debtor. Subsequently, ACT informed that the Debtor that it would be willing to proceed with the sale contemplated by the ACT Asset Purchase Agreement in a superseding chapter 11 proceeding.

E. Significant Events During the Bankruptcy

1. Commencement of Bankruptcy Proceeding

On June 25, 2013, an Involuntary Petition under chapter 7 of the United States Bankruptcy Code ("Code"), 11 U.S.C. §101, et seq. was filed against Rams, which proceeding was assigned Case No. 13-23969 (CMG). On July 16, 2013, a superseding chapter 11 petition was filed by Rams, which proceeding was assigned Case No. 13-25541 (CMG). On July 30, 2013, a Consent Order Substantively Consolidating Cases was entered by the Bankruptcy Court, which allowed for Rams to proceed with the superseding chapter 11 case.

2. Employment of Professionals

By order of the Court dated August 8, 2013, the Debtor was authorized to retain the law firm of Norris McLaughlin & Marcus, P.A. By order of the Court dated September 6, 2013, the Debtor was authorized to retain Hutchins, Meyer & Dilieto, PA as its accountants.

3. Cash Collateral

Immediately subsequent to the Petition Date, the Debtor filed an application on short notice seeking an order authorizing interim use of cash collateral, i.e. authorization to use cash, receivables, etc. for which another party in interest, such as Bancorp or ACT may have a lien thereon. On or about July 18, 2013, the Court entered an order authorizing interim use of cash collateral *nunc pro tunc* to the Petition Date. On September 10, 2013, the Court entered another

interim order authorizing the Debtor to use cash collateral through and including October 31, 2013, which date should be extended, if necessary. The cash collateral order requires monthly debt service payments to ACT in the amount of $36,000 and also provides that the Debtor can pay day-to-day operating expenses up to specified amounts.

4. Negotiations with ACT

As previously stated, prior to the Petition Dates, the Debtor entered into the ACT Asset Purchase Agreement with ACT. Since the Petition Date, the Debtor and ACT have had continued negotiations regarding the timing of closing the transaction and the cash amount to be posted by Sabo and Carballeira that would be necessary to fund the Plan and to exercise the option under the Option Agreement.

5. Other Legal Proceedings

Except for the Foreclosure Action commenced by TCNJ, the Debtor is not presently a party to any other legal proceedings.

F. Current and Historical Financial Information.

1. Assets and Liabilities

Assets:

Real Property: The Debtor owns property located at 1425 Frontier Road, Bridgewater, New Jersey, consisting of an 2 ½ ice-skating rinks and an additional 5.27 acres of vacant land identified on the tax maps for the Township of Bridgewater as block 711, lots 8, 9 and 10 (collectively, the "Property"). The Property was acquired in 1990 for a total cost of approximately $5,000,000, including build-out costs and equipment. At the time of the Financing in 2005, the Property was valued at approximately $18,000,000.00.

Notwithstanding the above referenced valuation, the Debtor has not received an offer for the Property in amount approaching such valuation.

Cash, Accounts Receivable and Inventory: As of August 31, 2013, the Debtor's cash-on-hand approximated $12,000, and accounts receivable approximated $61,000.

Machinery and Equipment: As of December 31, 2012, the Debtor estimates that the book value of its machinery and equipment totals approximately $1,300,000, which includes the Zamboni, the ice rinks, office renovations, etc.

Liabilities:

Secured Claims:

ACT: ACT as assignee of the Financing alleges that it is owed approximately $11,568,425.93 as of the Petition Date, secured by a mortgage on the Property and Arena and security interest in all assets of the Debtor.

Other Mortgages: John Sabo holds a second mortgage lien against the Property in the principal amount of $2,500,000. Joseph and Catherine Carballeira hold a third mortgage lien against the Property in the principal amount of $1,750,000. Sovereign Bank holds a forth mortgage lien against the Property in the principal amount of $1,000,000.

Real Estate Taxes: The Debtor has pre-petition tax obligations for real estate taxes owing to the Township of Wall. The Township of Wall has filed a proof of claim in the amount of $782,938.88.

Federal and State Tax Liens: The IRS previously asserted tax liens against the Property in the aggregate amount of approximately $27,000; however, on September 13, 2013, the Debtor received a Certificate of Release of Federal Tax Lien form the IRS. The New Jersey Division of Taxation filed a secured claim in the amount of $10,800.

Administrative Claims: On confirmation, the Debtor anticipates the following unpaid Administrative Expense Claims: chapter 11 professional fee and expense request of

approximately $100,000, if the confirmation hearing is uncontested; quarterly fees of $4,850; and as of August 31, 2013, the customary monthly outstanding trade payables approximated $84,000.

Priority Claims: There are three different categories of pre-petition priority claims outstanding. The first, as of the Petition Date, the Debtor owed pre-petition wages to its employees. The Debtor obtained a Court Order authorizing it to satisfy these obligations. Third, the Debtor may owe taxes to the Internal Revenue Service and the New Jersey Division of Taxation. The Division of Taxation has filed a priority claim in the amount of $19,200.73. The Internal Revenue Service has not filed a proof of claim.

General Unsecured Claims: The Schedules filed by the Debtor at the outset of the chapter 11 case listed unsecured non-priority Claims aggregating approximately $7,300,000, including Claims arising under leases and executory contracts for unpaid monthly obligations and including an unsecured claim of approximately $3,000,000 held by Sabo. The Debtor has reviewed the proofs of claim on file with Court. An analysis of the proofs of claim, when compared to the Schedules, indicate unsecured non-priority Claims aggregating approximately $4,500,000. This estimate excludes (a) the Claims of Sabo and Carballeira in excess of $5,500,000 and $1,750,000, respectively, and (b) Claims of equipment lessors based on the balance of the lease term and late-filed claims. The estimation of Unsecured Claims also does not include any unsecured non-priority Claim held by ACT, Sabo, Carballeira or Sovereign premised on any alleged deficiency arising from the value of their Collateral being less than their respective claims. The Debtor believes that, exclusive of any Unsecured Claims held by ACT, Sabo, Carballeira, Sovereign or the equipment lessor Claims and the late filed Claims, the total Unsecured Claims may range between approximately $3,000,000 to $4,500,000. Some of the

Unsecured Claims may be objectionable to the extent that the outstanding obligation is more than 6 years past due.

2. Historical Financial Data

Annexed hereto as Exhibit "B" is a copy of the Debtor's 2011, 2012 and the first quarter of 2013 historical financial information. The Debtor believes that the 2013 financials are not a fair reflection of operations due to the commencement of the Chapter 11 Case on the brink of the Debtor's peak period of operations.

3. Projected Recovery of Preferential or Fraudulent Transfers

The Bankruptcy Code provides that any payments made by the Debtor within ninety (90) days and within one (1) year as to insiders may be subject to recovery by the Debtor, which are commonly referred to as "avoidance actions."

ARTICLE III

SUMMARY OF THE PLAN OF REORGANIZATION

A. What Creditors and Interest Holders Will Receive Under the Proposed Plan

The Plan classifies Claims and Equity Interests in various Classes. The Plan states whether each Class of Claims or Equity Interests is Impaired or Unimpaired. The Plan provides the treatment each Class will receive.

B. Unclassified Claims

Certain types of Claims are not placed into voting Classes. They are not considered impaired and they do not vote on the Plan because they are automatically entitled to specific treatment provided for them in the Bankruptcy Code. As such, the Debtor has not placed the following Claims in a Class.

1. Administrative Expenses and Fees

Administrative Expenses are claims for fees, costs or expenses of administering the Chapter 11 Case which are allowed under Code Section 507(a)(1), including all professional compensation requests pursuant to Sections 330 and 331 of the Code. The Code requires that all Administrative Expenses including fees payable to the Bankruptcy Court and the Office of the United States Trustee which were incurred during the pendency of the case must be paid on the Effective Date of the Plan, unless a particular claimant agrees to a different treatment.

(a) Administrative Claims - General. All trade and service debts and obligations incurred in the normal course of business by the Debtor during the Chapter 11 Case, to the extent allowed, shall be paid in full in cash when they become due. Arena has the right to object to any and all Administrative Claims.

(b) Administrative Claims- Professional Fees. The following chart lists all of the Debtor's unpaid administrative fees and expenses ("Compensation"), an estimate of future professional fees and other Administrative Expense Claims and fees and their treatment under the Plan ("Professional Claims").

NAME	AMOUNT ESTIMATED	TYPE OF CLAIM
Norris McLaughlin & Marcus	$ 75,000.00	Administrative Fees and Expenses
Hutchins, Meyers & DiLieto	$ 25,000.00	Administrative Fees and Expenses
Clerk's office fees	$0	Administrative Fees and Expenses
Office of the US Trustee fees	$ 4,850.00	Administrative Fees and Expenses
TOTAL:	$ 104,850.00	

The amount of the above Claims presumes that the confirmation hearing will be uncontested. The above Claims will be paid in full on the Effective Date or pursuant to court order, unless agreed to otherwise by any administrative claimant. Arena has the right to object to any and all Professional Claims.

Court Approval of Professional Compensation Required:

Pursuant to the Bankruptcy Code, the Court must rule on all professional compensation and expenses listed in this chart before the compensation and expenses will be owed. The Professional Person in question must file and serve a properly noticed fee application for compensation and reimbursement of expenses and the Court must rule on the application. Only the amount of compensation and reimbursement of expenses allowed by the Court will be owed and required to be paid under this Plan as an Administrative Expense Claim.

Each Professional Person who asserts a further Administrative Expense Claim that accrues before the Confirmation Date shall file with the Bankruptcy Court, and serve on all parties required to receive notice, an application for compensation and reimbursement of expenses no later than ninety (90) days after the Effective Date of the Plan. Failure to file such an application timely shall result in the Professional Person's claim being forever barred and discharged. Each and every other Person asserting an Administrative Expense Claim shall be entitled to file a motion for allowance of the asserted Administrative Expense Claim within ninety (90) days of the Effective Date of the Plan, or such Administrative Expense Claim shall be deemed forever barred and discharged. No motion or application is required to fix the fees payable to the Clerk's Office or Office of the United States Trustee. Such fees are determined by statute.

As indicated above, the Debtor may need to pay approximately $100,000.00 worth of Administrative Expense Claims on the Effective Date of the Plan unless a claimant has agreed to be paid later or the Court has not yet ruled on the Claim.

2. Priority Tax Claims

Priority Tax Claims are certain unsecured income, employment and other taxes described by Code Section 507(a)(8). The Code requires that each holder of such a Section 507(a)(8) Priority Tax Claim receive the present value of such Claim in deferred cash payments, over a period not exceeding six years from the date of the assessment of such tax.

The following chart lists all of the Debtor's Section 507(a)(8) Priority Tax Claims and their treatment under the Plan:

Description	Amount Owed	Treatment
Internal Revenue Service-	$0	Paid in full on Allowed Claim on Effective Date. The Debtor reserves the right to object to this claim. (Note: This includes any Secured Claims held by such Claimant.)
New Jersey Department of Taxation	Approx $29,000 (The Debtor reserves the right to contest these secured and priority claims)	Paid in full on Allowed Claim on Effective Date. The Debtor reserves the right to object to this claim. . (Note: This includes any Secured Claims held by such Claimant.)

Pursuant to the Plan, all Allowed Priority Tax Claims will be paid in cash, in full from the ACT Closing Proceeds; provided, however, that the aggregate amount of such Allowed Claims, the Allowed Non-Priority Tax Claims and the Class 1 Claim shall not exceed $750,000. Pursuant to the Plan, to the extent that these Claims exceed the aggregate amount of $750,000, the Debtor will remain responsible for the satisfaction thereof and such obligations shall be paid from the Claim Fund.

C. Classified Claims and Interests

1. Classes of Secured Claims

Secured Claims are Claims secured by liens on property of the Debtor's estate. The following lists all classes of creditors containing the holders of the Debtor's pre-petition Secured Claims and their treatment under the Plan:

Class 1 - The Secured Claim of the Tax Collector of the Township of Wall for unpaid real estate and sewer taxes. The Township of Wall has filed a proof of claim in the amount of $782,938.88. The Debtor will pay the full amount of the Class 1 Allowed Secured Claim from the ACT Closing Proceeds and/or the Claim Fund on or about the Effective Date of the Plan in full satisfaction of the Claim. This Class is not impaired, and therefore is not entitled to vote on the Plan.

Class 2 – The Secured Claim of ACT as assignee of the Pre-Petition Loan Documents. The amount due under the Pre-Petition Loan Documents approximates $11,600,000. The Class 2 Claim shall be paid in full from the ACT Closing Proceeds, in full satisfaction of the Claim. This Class is impaired, and therefore is entitled to vote on the Plan.

Class 3 - The Secured Claim of Sabo. The amount of the Sabo Secured Claim approximates $2,500,000. On the Effective Date, Sabo will receive a 35% interest in ACT in exchange for providing the funding for the Claim Fund, the release of the Sabo mortgage on the Property and the waiver of receiving any distribution on any Unsecured Claims held by Sabo. This Class is impaired, and therefore is entitled to vote on the Plan.

Class 4 - The Secured Claim of Carballeira. The amount of the Carballeira Secured Claim approximates $1,750,000. On the Effective Date, Carballeira will receive a 15% interest in ACT in exchange for providing the funding for the Claim Fund, the release of the Carballeira

mortgage on the Property and the waiver of receiving any distribution on any Unsecured Claims held by Carballeira. This Class is impaired, and therefore is entitled to vote on the Plan.

Class 5 – The Secured Claim of Sovereign Bank. The claim amount of Sovereign Bank approximates $1,000,000. On the Effective Date, Sovereign Bank will receive $100,000 in full satisfaction of any and all claims held by Sovereign Bank. This Class is impaired, and therefore is entitled to vote on the Plan.

2. Class of Priority Non-Tax Unsecured Claims

Certain priority Claims that are referred to in Code Sections 507(a)(3), (4), (5), (6), and (7) are required to be placed in classes. These types of Claims are entitled to priority treatment as follows: the Code requires that each holder of such Claim receive cash on the Effective Date equal to the allowed amount of such Claim. However, a class of unsecured priority Claim holders may vote to accept deferred cash payment of a value, as of the Effective Date, equal to the allowed amount of such Claims.

The following lists the Class of all of the Debtor's Section 507(a)(3), (a)(4), (a)(5), (a)(6), and (a)(7) Priority Unsecured Claims and their treatment under this Plan:

Class 6 - Priority Non-Tax Claims. Employee Wage Claims of approximately $16,000 as of the Petition Date. Pursuant to Court Order dated July 18, 2013, the Debtor was authorized to honor the Pre-Petition employee wage claims. The Debtor has satisfied all of these obligations. To the extent that this is not the case, ACT will assume any pre-Petition Date employee obligations. Accordingly, all Claims in this Class will be satisfied in full. This Class is not impaired.

3. Classes of General Unsecured Claims

Unsecured Claims are uncollateralized Claims not entitled to priority under Code Section 507(a). The following identifies this Plan's treatment of the class containing all of Debtor's Unsecured Claims:

Class 7 - General Unsecured Claims, including Unsecured Claims held by Sabo and Carballeira, the deficiency Claim of ACT, if any, and Sovereign Bank and any other Unsecured Claim not classified elsewhere in this Plan to the extent that same is/are Allowed Claims. Under the Plan, each holder of an Unsecured Claim, excluding (i) the Sabo Unsecured Claims, (ii) the Carballeira Unsecured Claims, (iii) Unsecured Claims classified elsewhere in this Plan, and (iv) the deficiency Claims of ACT or Sovereign Bank (who by their acceptance as a Class 2 Claimant or Class 5 Claimant, as the case may be, will have agreed to waive a distribution of their deficiency Claim), shall receive a *pro-rata* share of the Unsecured Claim Fund in full satisfaction of the Class 7 Claims unless otherwise provided herein. The Debtor estimates that the holders of General Unsecured Claims will receive a 10% to 15% distribution. This Class is impaired, and therefore is entitled to vote on the Plan.

4. Class(es) of Interest Holders

Interest holders are the parties who hold ownership interest (*i.e.*, equity interest) in the Debtor. If the Debtor is a corporation, entities holding preferred or common stock in the Debtor are interest holders. If the Debtor is a partnership, the interest holders include both general and limited partners. If the Debtor is an individual, the Debtor is the interest holder. The following identifies the Plan's treatment of the class of interest holders:

CLASS:	DESCRIPTION	IMPAIRED (Y/N)	TREATMENT
8	John Sabo, General Partner – 16.5% Joseph Carballeira, General Partner – 12.79264% American Hockey & Entertainment Corp. – 9.59445% Barbara Miller IRA – 0.11845% George Occipinti – 0.2369% Gerard Chiara – 0.78968% Harry D. Clune, Jr. IRA- 0.2369% James Patrick McDonald – 0.78968% Joan Clune IRA – 0.14214% John Catalano – 8.5% Martin Caffrey IRA – 0.39406% Matthew Zito – 1.07079% Phillip & Barbara Miller – 0.2369% Phillip Miller IRA – 0.11845% Robert Shack – 0.4738% Sean Cromarty – 0.2369% Stephanie Minardi – 0.4738% William Heinzerling – 4.12% William Weldon – 0.9476% William Cromarty IRA – 0.9476% Worthington Capital, LLC – 40%	Y Claims in this class are entitled to vote on Plan	The Equity Interest Holders' shall retain their respective Equity Interests.

D. Means of Effectuating the Plan

1. Funding for the Plan

The Plan will be funded by the following: (i) the ACT Closing Proceeds resulting from the sale of substantially all of the Debtor's assets, including the Property, to ACT, (ii) the Debtor's cash on hand, (iii) the Claim Fund, and (iv) the collection from Avoidance Actions, if any.

2. Sale of all Assets to ACT

The Debtor shall sell substantially all of its assets to ACT pursuant to the terms of the ACT Asset Purchase Agreement, a copy of which is annexed hereto as Exhibit "C". The Confirmation Order shall be in form and substance acceptable to ACT and shall, among other things, (i) approve the sale free and clear of all liens, claims and encumbrances including, but not limited to, the Secured Claims described herein; and (ii) provide that ACT is a "good faith" purchaser within the meaning of section 363(m) of the Bankruptcy Code.

As previously stated, subsequent to consummation of the ACT Asset Purchase Agreement, ACT's equity interest will be held by or on behalf of Alex Schnayderman. In addition, as more particularly set forth in the Option Agreement referenced in the ACT Asset Purchase Agreement, a copy of which is annexed hereto as Exhibit "D", Sabo and Carballeira will acquire 35% and 15% of ACT at such time that they provided the funds for the Claim Fund.

3. Post-Confirmation Management

The Debtor's general partners, John C. Sabo and Joseph Carballeira, will continue in such capacity post-Confirmation. The Debtor will be governed by the pre-Petition Date partnership agreement.

4. Disbursing Agent

The Debtor shall act as the disbursing agent for the purpose of making all distributions provided for under the Plan.

E. Other Provisions of the Plan

1. Executory Contracts and Unexpired Leases

On the Effective Date, all executory contracts and unexpired leases, except for those (i) to be assumed by the Debtor and assigned to ACT pursuant to the ACT Asset Purchase Agreement, or (ii) that are the subject of a motion to assume filed by the Debtor prior to the Effective Date, shall be deemed rejected. The Confirmation Order shall constitute an order approving the assumption and assignment of each lease and contract referenced for assumption in the ACT Asset Purchase Agreement. If you are a party to a lease or contract to be assumed and you object to the assumption and assignment of your lease or contract, you must file and serve your objection to the Plan within the deadline for objecting to the confirmation of the Plan.

Any monetary amounts by which each executory contract and unexpired lease to be assumed and assigned to ACT under the Plan may be in default shall be satisfied by Cure, under §365 (b)(1) by the Bankruptcy Code. In the event of a dispute regarding (a) the nature or the amount of any Cure, (b) the ability of the Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of Section 365 of the Bankruptcy Code) under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, Cure shall occur following the entry of a final order resolving the dispute and approving the assumption and, as the case may be, assignment.

The Debtor believes that there is no Cure obligation associated with any of its contracts. In the event, one of the lessors disagrees with this position the procedures for asserting a Cure

obligation are as follows: (i) if you assert that there is a Cure due and owing to the holder of an alleged Cure ("Cure Claimant"), the Cure must be asserted in an objection to the Plan filed and served within the deadline for objecting to the confirmation of the Plan; and (ii) if the Debtor and the Cure Claimant are unable to resolve the Cure, then the Court shall schedule a separate hearing for a determination thereof, and further, fix the amount that should be escrowed pending such hearing on the Cure determination. To the extent that there is a Cure obligation and the executory contract has been assumed, ACT will be responsible for payment thereon.

THE BAR DATE FOR FILING A PROOF OF CLAIM BASED ON A CLAIM ARISING FROM THE REJECTION OF A LEASE OR CONTRACT IS THE EARLIER OF THIRTY (30) DAYS AFTER THE EFFECTIVE DATE OR THE ENTRY OF AN ORDER BY THE COURT REJECTING THE SUBJECT EXECUTORY CONTRACT OR UNEXPIRED LEASE.

Any claim based on the rejection of an executory contract or unexpired lease will be barred if the proof of claim is not timely filed, unless the Court later orders otherwise.

2. Changes in Rates Subject to Regulatory Commission Approval

The Debtor is not subject to governmental regulatory commission approval of its rates.

3. Retention of Jurisdiction

The Court will retain jurisdiction as provided in Article III, Section C of the Plan.

4. Procedures for Resolving Contested Claims.

Pursuant to D.N.J.LBR 3017-1, the Debtor or any other party in interest shall have 60 days subsequent to confirmation to object to the allowance of Claims. The Debtor has reviewed the Claims that have been filed. The Debtor does not intend on objecting to any Claims in Classes 1, 2, 3, 4, 5, 6 or 8. With respect to Class 7 (unsecured claims), the Debtor intends on

objecting to, *inter alia*, any claim set forth on the Schedules or filed Proofs of Claim for which the Debtor believes there presently is no money owing thereto, any duplicate claims or claims filed after the November 27, 2013 Bar Date, any claim in which the amount set forth in the respective creditors' proof of claim exceeds the amount set forth on the Debtor's schedules, and any claim in which the Debtor was not the recipient of the services or proceeds relating thereto.

5. Discharge, Releases and Exculpation

The Debtor shall be discharged, the Debtor and Debtor-in-Possession shall release certain persons, including its general partner and limited partners, officers and employees, the general partner shall be released and Arena and certain representatives thereof shall be released, as more particularly set forth in Article IV, Section A of the Plan. The release will not apply to any obligations that have been personally guaranteed in writing or by Stipulation of Settlement by and between a non-Debtor and the Claimant or that has previously been adjudicated as an order of the court against any non-Debtor.

The releases provided in the Plan, including the release of the General Partner and the limited partners and ACT (and all of its members, officers, mergers, agents, representatives and attorneys) is premised upon ACT's and the general partners significant contribution to funding the Plan and waiver of any right to participate in distributions, including distributions to Unsecured Creditors, that would not otherwise receive such distributions in a liquidation under Chapter 7. The distributions resulted from the collective efforts of the released persons, including the Debtor, its general partner and ACT. The released persons have collectively contributed significant time and effort in the reorganization process, including the general partner who was not compensated for such time and effort. Without these contributions, the Debtor's Plan, including the distribution to Unsecured Creditors would have been compromised.

6. Effective Date

The Plan will become effective on the Effective Date, which is thirty (30) days after the ACT Closing Date.

F. Tax Consequences of Plan

CREDITORS AND INTEREST HOLDERS CONCERNED WITH HOW THE PLAN MAY AFFECT THEIR TAX LIABILITY SHOULD CONSULT WITH THEIR OWN ACCOUNTANTS, ATTORNEYS, AND/OR ADVISORS. The following disclosure of possible tax consequences is intended solely for the purpose of alerting readers to possible tax issues this Plan may present to the Debtor. The Debtor CANNOT and DOES NOT represent that the tax consequences contained below are the only tax consequences of the Plan because the Tax Code embodies many complicated rules which make it difficult to state completely and accurately all the tax implications of any action.

Generally speaking, a holder of a Claim which is subject to taxation in the United States (a "Taxpayer-Claimant") will realize income or loss for federal and state income tax purposes if its Claim is paid, unless such income or loss has previously been recognized, to the extent that such a payment would have created income or loss if paid by the Debtor outside the jurisdiction of the Bankruptcy Court.

A Taxpayer-Claimant which receives nothing or less than the full amount with respect to its claim under the Plan or in liquidation will realize a loss for federal and state income tax purposes to the extent that the Taxpayer-Claimant's tax basis in the claim exceeds its recovery, except to the extent that a loss with respect to such claim has previously been recognized.

There are complex issues which arise whenever debt is not repaid in full, and only a limited summary of the rules can be given here. Taxpayer-Claimants should consult their own tax advisors as to the impact of these rules on their particular situation.

G. Risk Factors

The following discussion is intended to be a non-exclusive summary of certain risks attendant upon the consummation of the Plan. You are encouraged to supplement this summary with your own analysis and evaluation of the Plan and Disclosure Statement, in their entirety, and in consultation with your own advisors. Based on the analysis of the risks summarized below, the Debtor believes that the Plan is viable and will meet all requirements of confirmation:

Acceptance of the Plan involves some risk. If a liquidation or protracted reorganization were to occur, the Debtor believes that the Creditors other than ACT and the Township of Wall would not receive any distribution. Moreover, ACT would receive substantially less than the amount provided in the Plan. Conversely, the Plan provides (1) ACT to receive the Property in exchange for its claim, and (2) a distribution of in excess of 20% to Class 7 Unsecured Creditors. The only risk to the payments contemplated by the Plan not being satisfied is the remote possibility that ACT does not close on the sale of all of the Debtor's assets.

ARTICLE IV

CONFIRMATION REQUIREMENTS AND PROCEDURES

PERSONS OR ENTITIES CONCERNED WITH CONFIRMATION OF THIS PLAN SHOULD CONSULT WITH THEIR OWN ATTORNEYS BECAUSE THE LAW ON CONFIRMING A PLAN OF REORGANIZATION IS VERY COMPLEX. The following discussion is intended solely for the purpose of alerting readers about basic confirmation issues, which they may wish to consider, as well as certain deadlines for filing claims. The proponent

CANNOT and DOES NOT represent that the discussion contained below is a complete summary of the law on this topic.

Many requirements must be met before the Court can confirm a Plan. Some of the requirements include that the Plan must be proposed in good faith, that creditors or interest holders have accepted the Plan, that the Plan pays creditors at least as much as creditors would receive in a Chapter 7 liquidation, and that the Plan is feasible. These requirements are not the only requirements for confirmation.

A. Who May Vote or Object

1. Who May Object to Confirmation of the Plan

Any party in interest may object to the confirmation of the Plan, but as explained below not everyone is entitled to vote to accept or reject the Plan.

2. Who May Vote to Accept/Reject the Plan

A creditor or interest holder has a right to vote for or against the Plan if that creditor or interest holder has a Claim that is both (1) allowed or allowed for voting purposes and (2) classified in an impaired class.

a. What is an Allowed Claim/Interest

As noted above, a creditor or interest holder must first have an allowed claim or interest to have the right to vote. Generally, any proof of claim or interest will be allowed, unless a party in interest brings a motion objecting to the claim. When an objection to a claim or interest is filed, the creditor or interest holder holding the claim or interest cannot vote unless the Court, after notice and hearing, either overrules the objection or allows the claim or interest for voting purposes.

THE BAR DATE FOR FILING A PROOF OF CLAIM IN THIS CASE WAS NOVEMBER 27, 2013.

A creditor or interest holder may have an allowed claim or interest even if a proof of claim or interest was not timely filed. A Claim is deemed allowed if (1) it is scheduled on the Debtor's schedules and such claim is not scheduled as disputed, contingent, or unliquidated, and (2) no party in interest has objected to the Claim. An interest is deemed allowed if it is scheduled and no party in interest has objected to the interest.

b. What is an Impaired Claim/Interest

As noted above, an allowed Claim or Equity Interest only has the right to vote if it is in a class that is impaired under the Plan. A class is impaired if the Plan alters the legal, equitable, or contractual rights of the members of that class. For example, a class comprised of general unsecured claims is impaired if the Plan fails to pay the members of that class 100% of their claim plus interest.

In this case, the Debtor believes that Classes 2, 3, 4, 5, and 7 are Impaired and that holders of Claims in each of these Classes are therefore entitled to vote to accept or reject the Plan. The Debtor believes that Classes 1 and 6 are not impaired, therefore, those claimants do not have the right to vote to accept or reject the Plan. Parties who dispute the Debtor's characterization of their Claim or Equity Interest as being Impaired or Unimpaired may file an objection to the Plan contending that the Debtor has incorrectly characterized the Class.

3. Who is Not Entitled to Vote

The following four types of claims are not entitled to vote. (1) claims that have been disallowed; (2) claims in unimpaired classes; (3) claims entitled to priority pursuant to Code Section 507(a)(1), (a)(2), and (a)(8), and (4) claims in classes that do not receive or retain any value under the Plan. Claims in unimpaired classes are not entitled to vote because such classes are deemed to have accepted the Plan. Claims entitled to priority pursuant to Code Section

507(a)(1), (a)(2), and (a)(7) are not entitled to vote because such claims are not placed in classes and they are required to receive certain treatment specified by the Code. Claims in classes that do not receive or retain any value under the Plan do not vote because such classes are deemed to have rejected the Plan. EVEN IF YOUR CLAIM IS OF THE TYPE DESCRIBED ABOVE, YOU MAY STILL HAVE A RIGHT TO OBJECT TO THE CONFIRMATION OF THE PLAN.

4. Who Can Vote in More Than One Class

A creditor whose claim has been allowed in part as a secured claim and in part as an unsecured claim is entitled to accept or reject a Plan in both capacities by casting one ballot for the secured part of the claim and another ballot for the unsecured claim.

5. Vote Necessary to Confirm the Plan

If impaired classes exist, the Court cannot confirm the Plan unless (1) at least one impaired class has accepted the Plan without counting the votes of any insiders within that class, and (2) all impaired classes have voted to accept the Plan, unless the Plan is eligible to be confirmed by "cramdown" on non-accepting classes, as discussed later in Article IV, Section A, sub-Section 8 hereof.

6. Votes Necessary for a Class to Accept the Plan

A class of claims is considered to have accepted the Plan when (a) more than one-half in number and (b) at least two-thirds in amount of the allowed interest-holders of such class which actually voted, voted to accept the Plan.

7. Treatment of Nonaccepting Classes

As noted above, even if all impaired classes do not accept the proposed Plan, the Court may nonetheless confirm the Plan if the nonaccepting classes are treated in the manner required by the Code. The process by which nonaccepting classes are forced to be bound by the terms of

the Plan is commonly referred to as "cramdown". The Code allows the Plan to be "crammed down" on nonaccepting classes of claims or interests if it meets all consensual requirements except the voting requirements of Section 1129(a)(8) and if the Plan does not "discriminate unfairly" and is "fair and equitable" toward each impaired class that has not voted to accept the Plan as referred to in 11 U.S.C. Section 1129(b) and applicable case law.

8. Request for Confirmation Despite Nonacceptance by Impaired Class(es)

The party proposing this Plan asks the Court to confirm this Plan by cramdown on Impaired Classes if any of these Classes do not vote to accept the Plan.

B. Liquidation Analysis

Another confirmation requirement is the "Best Interest Test", which requires a liquidation analysis. Under the Best Interest Test, if a claimant or interest holder is in an impaired class and that claimant or interest holder does not vote to accept the Plan, then that claimant or interest holder must receive or retain under the Plan, property of a value not less than the amount that such holder would receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code.

In a Chapter 7 case, the Debtor's assets are usually sold by a Chapter 7 trustee. Secured creditors are paid first from the sale proceeds or properties on which the secured creditor has a lien. Administrative claims are paid next. Next, unsecured creditors are paid from any remaining sales proceeds, according to their rights to priority. Unsecured creditors with the same priority share in proportion to the amount of their allowed claims. Finally, interest holders receive the balance that remains after all creditors are paid, if any.

Since the Debtor is a general partnership, if the Chapter 11 Case were converted to Chapter 7, Section 723(a) of the Bankruptcy Code would authorize a Chapter 7 Trustee to pursue

the general partner on behalf of all creditors. In the instant case, there would be no recovery from the Debtor's general partner, Mr. Sabo. Mr. Sabo, as a result of the over-leveraging of numerous entities in which he is the controlling interest-holder therein and numerous personal guarantees provided on much of this debt, is currently balance sheet insolvent. In addition, the Debtor has been advised that Carballeira has no assets from which recovery could be made.

In order for the Court to be able to confirm this Plan, the Court must find that all creditors and interest holders who do not accept the Plan will receive at least as much under the Plan as such holders would receive under a Chapter 7 liquidation. The Debtor maintains that this requirement is met because there would be no funds available to Unsecured Creditors upon the liquidation of the assets in the event the Chapter 11 Case is converted to Chapter 7.

Annexed hereto as Exhibit "E" is a demonstration, in balance sheet format, that all creditors and interest holders will receive more under the Plan as such creditor or interest holder would receive under a Chapter 7 liquidation.

C. Feasibility

Another requirement for confirmation involves the feasibility of the Plan, which means that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

There are at least two important aspects of a feasibility analysis. The first aspect considers whether the Debtor will have enough cash on hand on the Effective Date of the Plan to pay all the claims and expenses that are entitled to be paid on such date. The Debtor believes that this aspect of the feasibility requirement is met by the Claim Fund, the ACT Closing Proceeds, which along with cash on hand, will be used to pay all Administrative Expense Claims, Priority

Tax Claims, Priority Non-Tax Claims and provide a distribution to Class 5, Sovereign and the Class 6 Unsecured Claims. Annexed hereto as Exhibit "F" is a summary of the Debtor's sources and uses of funds on or about the Effective Date.

The second aspect considers whether the Debtor will have enough cash over the life of the Plan to make required Plan payments. Prior to the Confirmation Hearing the Claim Fund will have been funded with $1,000,000. In addition, ACT has imposed no financing contingencies relating to the funding of the subject acquisition. Since it is anticipated that the sale will incur within approximately thirty (30) days of the Confirmation Date, all plan payments will be satisfied or escrowed with Debtor's counsel commensurate with such time frame. Upon ACT's acquisition of the Facility, ACT intends on operating initially similar to the Debtor. ACT will continue to operate the Facility as ice skating rinks and for recreational purposes, which provides a significant benefit to the community. Accordingly, the Debtor believes, on the basis of the foregoing, that the Plan is feasible.

ARTICLE V

EFFECT OF CONFIRMATION OF PLAN

A. Discharge

The Plan provides that upon confirmation of the Plan, the Debtor shall be discharged of liability for payment of debtors incurred before confirmation of the Plan. However, any liability imposed by the Plan will not be discharged. If Confirmation of the Plan does not occur or if, after Confirmation occurs, the Debtor elects to terminate the Plan, the Plan shall be deemed null and void. In such event, nothing contained in the Plan shall be deemed to constitute a waiver or release of any claims against the Debtor or its estate or any other persons, or to prejudice in any manner the rights of the Debtor or its estate or any person in any further proceeding involving

the Debtor or its estate. The provisions of the Plan shall be binding upon the Debtor, all Creditors and all Equity Interest Holders, regardless of whether such Claims or Equity Interest Holders are impaired or whether such parties accept the Plan, upon Confirmation thereof. In summary and as previously stated, the Debtor shall be discharged, the Debtor and Debtor-in-Possession shall release certain persons, including its officers and employees, the Debtor's general partner and ACT and its representatives shall be released as more particularly set forth in Article IV, Section A of the Plan.

B. Revesting of Property in the Debtor

Except as provided in the Plan, the confirmation of the Plan revests all of the property of the estate in the Debtor, including the Avoidance Actions, which will not otherwise be conveyed to ACT under the ACT Asset Purchase Agreement and the Plan.

C. Modification of Plan

The Debtor may modify the Plan at any time before confirmation. However, the Court may require a new disclosure statement and/or revoting on the Plan if the Debtor modifies the plan before confirmation.

The Debtor may also seek to modify the Plan at any time after confirmation so long as (1) the Plan has not been substantially consummated, (2) the Court authorizes the proposed modification after notice and a hearing, and (3) ACT has consented in writing to such modification. The Debtor further reserves the right to modify the treatment of any Allowed Claims at any time after the Effective Date of the Plan upon the consent of any Creditors' Allowed Claim whose treatment is being modified, so long as no other Creditors are materially adversely affected.

D. Post-Confirmation Conversion/Dismissal

A creditor or party in interest may bring a motion to convert or dismiss the Chapter 11 Case under Section 1112(b) of the Bankruptcy Code, after the Plan is confirmed, if there is a default in performance of the Plan or if cause exists under Section 1112(b) of the Bankruptcy Code. If the Court orders the Chapter 11 Case converted to Chapter 7 after the Plan is confirmed, then all property that had been property of the Chapter 11 estate, and that has not been disbursed pursuant to the Plan, will revest in the Chapter 7 estate, and the automatic stay will be reimposed upon the revested property only to the extent that relief from stay was not previously granted by the Court during this Chapter 11 Case.