

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

ELECTRONICALLY FILED

IN RE:

JOCKEYS' GUILD, INC.

CHAPTER 11

DEBTOR - IN - POSSESSION

CASE NO. 07-33600

**FIRST AMENDED PLAN OF REORGANIZATION OF JOCKEYS' GUILD, INC.
PURSUANT TO CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE**

Jockeys' Guild, Inc. (the "Guild" or "Debtor") proposes the following first amended plan of reorganization pursuant to Section 1121(a) of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Plan").

The First Amended Disclosure Statement for the Plan of Reorganization of Jockeys' Guild, Inc. (the "Disclosure Statement"), including the exhibits thereto, includes a discussion of the Debtor's history, business, results of operations and a summary and analysis of the Plan.

All Holders of Claims are encouraged to consult the Disclosure Statement and read the Plan, both as amended, carefully before voting to accept or reject the Plan.

STOLL KEENON OGDEN PLLC

/s/ Lea Pauley Goff

Lea Pauley Goff

Email: lea.goff@skofirm.com

Emily L. Pagorski

Email: Emily.pagorski@skofirm.com

2000 PNC Plaza

500 West Jefferson Street

Louisville, Kentucky 40202

Tel. (502) 333-6000

Fax (502) 333-6099

Gregory D. Pavey

Email: gregory.pavey@skofirm.com

Adam M. Back

Email: adam.back@skofirm.com

300 West Vine Street

Suite 2100

Lexington, Kentucky 40507-1801

Tel. (859) 231-3000

Fax (859) 253-1093

Counsel for the Debtor,
Jockeys' Guild, Inc.

Dated: October 17, 2008

TABLE OF CONTENTS

PLAN SUMMARY 1

ARTICLE 1. DEFINITIONS, RULES OF INTERPRETATION, COMPUTATION OF
TIME AND GOVERNING LAW 4

 A. Rules of Interpretation, Computation of Time and Governing Law..... 4

 B. Defined Terms 4

ARTICLE II. ADMINISTRATIVE CLAIMS; U.S. TRUSTEE CLAIMS; AND
PRIORITY CLAIMS..... 9

 A. Administrative Claims 9

 B. U.S. Trustee Fees 10

 C. Pension Plan10

 D. Priority Tax Claims/Other Priority Claims 10

 E. Claims Payment 10

 F. Consent 10

ARTICLE III. CLASSIFICATION AND TREATMENT OF CLASSIFIED CLAIMS
AND EQUITY INTERESTS..... 11

 A. Summary 11

 B. Classification and Treatment of Claims..... 11

 1. Class 1 – De Minimis Claims 11

 2. Class 2 – Jockey Member Contract Claims 11

 3. Class 3 – General Unsecured Claims
 Not Covered By Insurance..... 12

 4. Class 4 - General Unsecured Claims
 For Which Insurance Coverage Is Available.....12

ARTICLE IV. TREATMENT OF DISPUTED CLAIMS 13

 A. Objections to Claims; Prosecution of Disputed Claims..... 13

 B. Estimation of Claims..... 13

 C. Payments and Distributions on Disputed Claims..... 14

ARTICLE V. DISTRIBUTIONS 14

 A. Means of Cash Payment..... 14

 B. Delivery of Distributions 14

 C. Undeliverable Distributions 14

 1. Holding of Undeliverable Distributions..... 14

 2. Failure to Claim Undeliverable Distributions..... 15

 D. Withholding and Reporting Requirements 15

 E. Time Bar to Cash Payments..... 15

 F. Distributions After the Effective Date 16

 G. Set-Offs..... 16

 H. Settlement of Claims and Controversies..... 16

ARTICLE VI. IMPLEMENTATION OF THE PLAN 16

A.	Transfer of Assets to the General Unsecured Claim Pool	16
B.	Corporate Action.....	18
C.	Post Petition Contracts and Releases	18
D.	Preservation of Rights.....	18
E.	Insurance Preservation; Directors and Officers Insurance; Indemnification	19
F.	Accounting.....	19
G.	Pension Plan.....	19
ARTICLE VII.	EXECUTORY CONTRACTS AND UNEXPIRED LEASES.....	20
A.	Assumption of Churchill Contract.....	20
B.	Assumption of Jockey Member Contracts.....	20
C.	Assumption of Non-Jockey Contracts and Leases.....	20
D.	Rejection of Other Executory Contracts and Unexpired Leases	21
E.	Rejection Damages Claim.....	21
ARTICLE VIII.	POST CONFIRMATION COMMITTEE	22
A.	Creation and Authority of Post Confirmation Committee.....	22
B.	Exculpation; Indemnification.....	22
ARTICLE IX.	CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE.....	23
A.	Acceptance or Rejection of the Plan.....	23
1.	Acceptance by Impaired Classes	23
2.	Nonconsensual Confirmation.....	23
B.	Conditions Precedent to Confirmation Date of the Plan.....	23
C.	Conditions Precedent to the Effective Date of the Plan.....	24
1.	Confirmation Order.....	24
2.	Execution of Documents; Other Actions	24
D.	Waiver of Conditions Precedent	24
E.	The Confirmation Order	24
ARTICLE X.	EFFECT OF PLAN CONFIRMATION.....	24
A.	Discharge of Claims and Termination of Interests	24
B.	Termination of Subordination Rights and Settlement of Related Claims.....	25
C.	Injunction	25
D.	Terms of Existing Injunctions or Stays.....	25
E.	Exculpation	26
ARTICLE XI.	MISCELLANEOUS.....	26
A.	Section 1146 Exemption.....	26
B.	Business Day.....	26
C.	Severability	26
D.	Conflicts.....	27
E.	Further Assurances.....	27
F.	Notices	27
G.	Filing of Additional Documents	28
H.	Successors and Assigns.....	28
I.	Closing of Case.....	28

ARTICLE XII. RETENTION OF JURISDICTION	28
ARTICLE XIII. MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN	30
A. Modification of Plan	30
B. Revocation, Withdrawal or Non-Consummation	30
 EXHIBITS	
De Minimis Claims in Class 1	Exhibit A
Jockey Member Contract Claims in Class 2	Exhibit B
General Unsecured Claims (no insurance available) in Class 3	Exhibit C
General Unsecured Claims (insurance available) in Class 4	Exhibit D
Industry Partner Agreement	Exhibit E
Jockeys' Guild Member Trust Agreement.....	Exhibit F
Exhibit 3-A to Debtor's Amended Schedules.....	Exhibit G
Media Rights Obligors	Exhibit H

PLAN SUMMARY

1. This Plan is a true reorganizing plan, in that the Guild hopes to emerge from Chapter 11 as a reorganized debtor continuing to make jockey disability payments; maintaining life insurance for all jockey members; advocating for jockey safety and related issues; advocating for increased jockey compensation and benefits; representing jockeys before racing commissions; and negotiating on behalf of jockeys with racing associations, trainers and owners.

2. The Plan provides that the Unsecured Creditors' Committee will be dissolved but simultaneously reconstituted, with the same members, as a Post Confirmation Committee with the job of administering the assets that the Guild will transfer to it in satisfaction of certain unsecured creditor claims.

3. Under the Plan, the Guild will assume — and thus remain obligated on — executory contracts with its jockey members (i.e. membership, rights to disability benefits, the return of jockey savings account deposits, life insurance and health benefits under the 2007 health plan contract and the contracts including the jockeys' assignment of media rights to the Guild) as provided for in Article VI of the Plan. It will pay the bulk of the jockey savings account amounts due, and continue paying the other items listed above in Paragraph 1.

4. The Guild will assume the Churchill Contract under the Plan with an amendment providing for payment of the funds to a trust. The Guild hopes to enter into additional contracts with racing-related entities for funding and compromise of media rights issues between now and the date of confirmation, and after Confirmation.

5. The Bankruptcy Code requires, among other things, that all Chapter 11 plans must provide for the payment of administrative expenses (i.e. post-petition operations, counsel fees and U.S. Trustee fees), and divide the creditors by class and state their proposed treatment. In the event that at least one impaired class votes for the plan and at least one does not, then the Code requires that the plan provide that the creditors holding unsecured claims be paid at least as much as they would be paid in the event that the Guild ceased operating and liquidated its assets. This Plan proposes two categories of administrative expenses: (1) post-petition jockey claims for health and disability benefits, and (2) professional fees. It proposes four unsecured creditor classes for pre-bankruptcy claims: (1) de minimis claims (most of those \$500 or less); (2) jockey member contract claims (i.e. pre-bankruptcy savings account claims); (3) all other unsecured pre-bankruptcy claims for which there is no insurance coverage; and (4) unsecured pre-bankruptcy claims for which insurance coverage is available.

6. Churchill's scheduled January and May payments received March 21, 2008 and September 2, 2008, respectively, have satisfied a material portion of the jockey-related administrative expenses (i.e. post-bankruptcy health and disability claims). The Guild will use trust funds or other restricted income to pay remaining jockey administrative expenses and jockey items in Classes 1 and 2, supplemented by the Guild's non-restricted income. The Guild will use its regular non-restricted income to pay the expenses of the bankruptcy proceeding (including counsel fees) over time.

7. The Guild will retain all media rights receivables listed in its Schedules, as amended, as of the Petition Date and shall have full authority to settle these claims with the Media Rights Obligors through the use of Industry Partner agreements or otherwise. The Guild will pay to the General Unsecured Claim Pool, for the benefit of Class 3, the equivalent of 7.5% of all funds collected from each of these Media Rights Obligors for the two (2) year period immediately following the Effective Date, with such sums payable within ten (10) business days of the Guild's receipt of them. In other words, the General Unsecured Claim Pool shall receive 7.5% of funds collected from these Media Rights Obligors regardless of whether (a) the Guild characterizes the revenue from the applicable obligor as being for pre or post petition obligations or (b) the funds are characterized as restricted (in which event the Guild shall use funds from its general operations to make payment to the Post Confirmation Committee). The Guild will also report to the Post Confirmation Committee concerning such collections on a quarterly basis in such detail as the Post Confirmation Committee may reasonably request.

The Plan provides that, for those funds paid to it which are restricted as to use the Guild will establish and maintain a trust into which these funds and funds from existing industry partners, including Churchill, will be paid. This trust will protect these funds from the future claims of the Guild's creditors and the use of the trust funds will be restricted to the payment of direct jockey-related benefits with a reasonable administrative reimbursement to the Guild for its costs in administering those benefits. The Guild also remains able to solicit non-restricted funds.

8. With respect to Class 3, the Plan provides that, in addition to remitting 7.5% of funds collected from the Media Rights Obligors to the General Unsecured Claim Pool, the Guild will transfer to it the bulk of the Guild's pre-petition jockey receivables existing as of the Petition Date, as scheduled on April 22, 2008 (excepting any of those receivables collected by the Guild prior to the Effective Date) and litigation claims against others. These include, except as stated below, the Guild's claims against its past management and bankruptcy avoidance actions, including those against Mr. Gertmenian and related entities and all rights to the approximately \$104,000 held in escrow by the court in the California action. The General Unsecured Claim Pool will further receive all net proceeds from the Guild's anticipated settlement of the Fraise Estate litigation, estimated at \$130,000, and an additional \$40,000 payable on or before ninety (90) days after the Effective Date of the Plan and \$10,000 payable on or before one hundred and twenty (120) days after the Effective Date. Collections from these efforts will first fund the Post Confirmation Committee's counsel's post confirmation attorney fees and costs, and next pay the Class 3 claims pro rata. The Post Confirmation Committee will also be entitled to object to or compromise the various non-jockey unsecured claims (including those of past management).

9. With respect to general unsecured claims in Class 4 for which insurance coverage is available, the holder of such a claim shall not receive any distributions from either the Debtor or the General Unsecured Claim Pool. Rather, the holder of a Class 4 claim shall be permitted to recover under the applicable policy of insurance such funds that the terms of the policy require the insurer to pay.

10. This Plan pays the majority of jockey-related claims, distributes the value of assets as of the date of the bankruptcy to jockey and other creditors, creates a structure for future funding of jockey programs and permits the Guild to reorganize and continue serving as the

advocate for the nation's jockeys. As a result, the Guild's Board of Directors and its management and the Official Committee of Unsecured Creditors recommend that Creditors vote in favor of the Plan. The foregoing summary is provided for convenience only and is subject in every respect to the actual terms of the Plan and Disclosure Statement, both of which the reader is encouraged to read in full.

(Remainder of page intentionally left blank)

**ARTICLE I.
DEFINITIONS, RULES OF INTERPRETATION,
COMPUTATION OF TIME AND GOVERNING LAW**

A. Rules of Interpretation, Computation of Time and Governing Law

1. For purposes of the Plan: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both, and pronouns stated in the masculine, feminine or neutral gender shall include all; (b) any reference in the Plan to a contract, instrument, release, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or exhibit filed, or to be filed, shall mean such document or exhibit, as it may have been or may be amended, modified or supplemented; (d) unless otherwise specified, all references in the Plan to Articles, Sections and exhibits are references to Articles, Sections and exhibits of or to the Plan; (e) the words “herein” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) the Plan Summary and captions and headings to Articles and Sections are inserted for convenience only and are not intended to be a part of or to affect the interpretation of the Plan; (g) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form in the Plan that is not defined herein but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to it there as the case may be.

2. Except as otherwise specifically provided herein, in computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply.

3. Except to the extent that the Bankruptcy Code or Bankruptcy Rules are applicable, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, Kentucky law, without giving effect to the principles of conflict of laws thereof.

B. Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. *Administrative Claim* means a Claim for costs and expenses of administration of the Chapter 11 Case allowed under section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code incurred after the Petition Date, including, but not limited to: (a) any actual and necessary costs and expenses of preserving the Debtor’s Estate and operating the activities of the Debtor (such as wages, salaries, employee expense reimbursement, payment for leased equipment and premises and payment of jockey health and disability claims); (b) compensation for legal, financial, advisory, accounting and other services and reimbursement of expenses Allowed by the Bankruptcy Court under section 330, 331 or 503(b) of the Bankruptcy Code to the extent incurred prior to the Effective Date; (c) all fees and charges assessed against the Debtor’s Estate under section 1930, Chapter 123 of Title 28, United

States Code; and (d) all obligations designated as Allowed Administrative Claims pursuant to an order of the Bankruptcy Court.

2. *Allowed* means, with respect to any Claim, except as otherwise provided herein, any of the following: (a) the amount set forth on the Debtor's books and records, that is not otherwise the subject of a pending objection or dispute; (b) a Claim that has been scheduled by the Debtor in its Schedules as other than disputed, contingent or unliquidated and as to which: (i) the Debtor or any other party in interest has not filed an objection or (ii) no contrary Proof of Claim has been filed; (c) a Claim that either is not a Disputed Claim or has been Allowed by a final order; (d) a Claim that is Allowed: (i) in any stipulation with the Debtor specifying the amount and nature of such Claim executed prior to the Confirmation Date and approved by the Bankruptcy Court, or executed on or after the Confirmation Date; or (ii) in any contract, instrument, or other agreement entered into or assumed in connection with the Plan; (e) a Claim relating to a rejected executory contract or unexpired lease that: (i) is not a Disputed Claim or (ii) has been allowed by a final order; or (f) a Claim that is Allowed pursuant to the terms of the Plan.

3. *Avoidance Actions* means all claims and any avoidance, recovery, subordination or other actions against insiders and/or any other Entity arising under the Bankruptcy Code, including sections 506, 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 of the Bankruptcy Code or otherwise.

4. *Bankruptcy Code* means the Bankruptcy Reform Act of 1978, as codified in Title 11 of the United States Code, 11 U.S.C. § 101, *et seq.*, as amended from time to time.

5. *Bankruptcy Court* means the United States Bankruptcy Court for the Western District of Kentucky, Louisville Division.

6. *Bankruptcy Rules* are, collectively, the Federal Rules of Bankruptcy Procedure and the Official Bankruptcy Forms, as amended from time to time, and the Federal Rules of Civil Procedure, as amended from time to time and as applicable to the Chapter 11 Case or proceedings in it.

7. *Bar Date* means the date by which all proofs for governmental Claims and general Claims must be filed as set by the Bar Date Order.

8. *Bar Date Order* means the Bankruptcy Court's April 25, 2008 order establishing the Bar Dates for filing Proofs of Claim (D.I. 240).

9. *Causes of Action* means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, third-party claims, counterclaims, and crossclaims (including, but not limited to, the Avoidance Actions) of the Debtor (including, but not limited to, those actions identified in the Schedules, Statement of Financial Affairs or Disclosure Statement that are or may be pending on the Effective Date or instituted after the Effective Date against any Entity, based in law or equity, including, but not limited to, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order).

10. *Chapter 11 Case* means the case commenced under chapter 11 of the Bankruptcy Code by the Debtor, on the Petition Date, currently pending before the Bankruptcy Court.
11. *Claim* has the meaning set forth in section 101(5) of the Bankruptcy Code.
12. *Class* means a category of Holders of Claims as set forth in Article III of the Plan.
13. *Committee* means the Official Committee of Creditors Holding Unsecured Claims as set forth in that notice filed November 13, 2007, as amended December 20, 2007 and April 23, 2008, as the same is constituted from time to time, up to the Effective Date.
14. *Confirmation* means the entry of the Confirmation Order, subject to all conditions specified in Article IX Section B herein having been satisfied or waived pursuant to Article IX Section D of the Plan.
15. *Confirmation Date* means the date upon which the Confirmation Order is entered on the docket of the Bankruptcy Court.
16. *Confirmation Hearing* means the hearing held by the Bankruptcy Court pursuant to section 1128 of the Bankruptcy Code to consider Confirmation of the Plan, as the same may be adjourned from time to time.
17. *Confirmation Order* means the final order of the Bankruptcy Court confirming the Plan in accordance with the provisions of Chapter 11 of the Bankruptcy Code.
18. *Consummation* means the occurrence of the Effective Date.
19. *Churchill Contract* means that contract to which the Debtor and Churchill Downs, Inc. are parties dated February 28, 2007.
20. *Debtor and Debtor in Possession* shall mean Jockeys' Guild, Inc. as debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
21. *De Minimis Claim* means any pre-petition unsecured non-priority Claim in the amount of \$500 or less, excepting any Claims under the 2007 Health Plan.
22. *Disclosure Statement* means the written First Amended Disclosure Statement for the Plan of Reorganization of Jockeys' Guild, Inc., as amended, supplemented or modified.
23. *Disputed Claim* means a Claim, or any portion thereof: (a) listed on the Schedules as unliquidated, disputed or contingent; (b) that is the subject of an objection or request for estimation or is otherwise disputed by the Debtor or any other party in interest in accordance with applicable law and which objection has not been withdrawn, resolved or overruled by a final order of the Bankruptcy Court; (c) that is in excess of the amount scheduled as other than disputed, contingent or unliquidated; or (d) that is otherwise disputed by the Debtor or any other party in interest in accordance with applicable law, which dispute has not been withdrawn, resolved or overruled by a final order of the Bankruptcy Court.

24. *Distribution* means any consideration given to any Entity by the Debtor under the Plan.

25. *Fraise Estate* means that Cause of Action relating to the Estate of Audrey Burroughs Fraise pending in the state of Florida, Fourteenth Judicial Circuit, Bay County, Case Number 06-1077-CP.

26. *Effective Date* means the date selected by the Debtor which is a business day after the Confirmation Date on which all conditions specified in Article IX Section B herein have been satisfied or waived pursuant to Article IX Section D and no stay of the Confirmation Order is in effect. When used in the Plan, Effective Date means on the Effective Date or as soon as reasonably practicable thereafter.

27. *Entity* means a person, a corporation, a general partnership, a limited partnership, a limited liability company, a limited liability partnership, an association, a joint stock company, a joint venture, an Estate, a trust, an unincorporated organization, a governmental unit or any subdivision thereof, the United States Trustee or any other entity.

28. *Estate* means the Estate of the Debtor in the Chapter 11 Case.

29. *General Unsecured Claim* means any Unsecured Claim not paid by the time of Confirmation, excluding Jockey Member Contract Claims and De Minimis Claims under the terms of the Plan.

30. *General Unsecured Claim Pool* means all funds received by, or generated by, the Post Confirmation Committee under the Plan.

31. *Health Plan* means the Jockeys' Guild Benefits Plan in effect for calendar years 2006 and 2007.

32. *Holder* means any Entity owning or holding a Claim.

33. *Impaired* means, when used with reference to a Claim, a Claim that is impaired within the meaning of section 1124 of the Bankruptcy Code.

34. *Jockey Member* means current members of the Debtor as of the Confirmation Date or past members whose assignments of certain media rights to the Debtor have not expired, excepting Shannon Campbell.

35. *Jockey Member Administrative Claim* means (a) any Claim held by any present or former Jockey Member or Jockey Member's family member who was enrolled in the Debtor's Health Plan during 2006 or 2007, which Claims are for health or medical services or goods the payment of which (i) is covered by the terms of the Health Plan; (ii) is the result of medical care obtained after the Petition Date; and (iii) has been or will be approved for payment by P-5 Health Services, Inc. or such other administration that the Debtor may employ at the discounted PPO rate; (b) any Unsecured Claim resulting from a Jockey Member's post-petition payment to the Debtor of amounts in excess of that required to cover that jockey's Health Plan premiums and

membership dues after the Petition Date, which such amounts are commonly known as “jockey savings account” amounts; and (c) any Claim held by any present or former Jockey Member for disability benefits for an injury that occurred during a race held after the Petition Date.

36. *Jockey Member Contract Claims* means any Unsecured Claim resulting from a Jockey Member’s prepetition payment to the Debtor of amounts in excess of that required to cover that jockey’s Health Plan premiums and membership dues prior to the Petition Date, which such amounts are commonly known as “jockey savings account” amounts, excepting De Minimis Claims.

37. *Media Rights Obligors* means those Entities identified in the Debtor’s Amended Schedule B, Exhibit 2-A, and attached as Exhibit H to the Plan.

38. *Media Rights Receivables* are those receivables owned by the Debtor from the Media Rights Obligors, and the Causes of Action resulting from them, as a result of those Entities’ use of Jockey Member media images in racing simulcasts without payment of consideration to the Debtor for the same.

39. *PBGC* means the Pension Benefit Guaranty Corporation, a wholly-owned United States government corporation that administers the defined benefit pension plan termination insurance program established under Title IV of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. §§ 1301-1461 (2000 and Supp. V. 2005), as it applies to the Pension Plan.

40. *Pension Plan* means the Jockeys’ Guild, Inc. Retirement Plan for Employees established and maintained by the Debtor for certain of its past employees.

41. *Petition Date* means October 12, 2007.

42. *Plan* means this First Amended Joint Plan of Reorganization of Jockeys’ Guild, Inc. Pursuant to Chapter 11 of the United States Bankruptcy Code, including, but not limited to, any exhibits, and schedules hereto, either in its present form or as it may be amended.

43. *Post Confirmation Committee* means that Entity created pursuant to Article VIII of the Plan.

44. *Priority Tax Claim* means a Claim of a governmental unit of the kind specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code, if any.

45. *Professional* means any professional or other Entity that (a) has been retained in the Chapter 11 Case by a final order of the Bankruptcy Court pursuant to sections 327, 328 or 1103 of the Bankruptcy Code or otherwise, including, but not limited to, Stoll Keenon Ogden PLLC (“SKO”); Stites & Harbison (“Stites”); Weber & Rose, P.S.C. (“Weber”); Broad & Gusman (“B & G”); Kennedy, Jennik & Murray PC (“KJM”); Ostroff, Hiffa & Associates, Inc. (“Ostroff”) and Meyocks & O’Hara Racing Enterprises, Inc. (“MORE”).

46. *Professional Administrative Claim* means any Claim for services performed and expenses incurred by a Professional after the Petition Date.

47. *Proof of Claim* shall mean official Form 10 as is used in the Bankruptcy Court as evidence of a Claim due a creditor, properly filled out, executed with supporting documentation, or filed with the Bankruptcy Court on or before the appropriate Bar Date.

48. *Pro Rata* means proportionately so that with respect to an Allowed Claim, the ratio of (a) (i) the amount of property distributed on account of a particular Allowed Claim to (ii) the amount of that particular Allowed Claim, is the same as the ratio of (b) (i) the amount of property distributed on account of all Allowed Claims of the Class in which the particular Allowed Claim is included to (ii) the amount of all Allowed Claims in that Class.

49. *Released Parties* means any Media Rights Obligor granted a Release by the Debtor as authorized by Article VI Section C Paragraph 2 of the Plan.

50. *Releases* means the releases described in Article VI Section C Paragraph 1 of the Plan.

51. *Schedules* shall mean the Schedules of Assets and Liabilities and Statement of Financial Affairs, and all amendments thereto, filed by the Debtor in this Chapter 11 case.

52. *Trust* means the Jockeys' Guild Members Trust.

53. *Unimpaired* means, when used with reference to a Claim, a Claim that is not impaired within the meaning of section 1124 of the Bankruptcy Code.

ARTICLE II.

ADMINISTRATIVE CLAIMS; U. S. TRUSTEE CLAIMS; AND PRIORITY CLAIMS

A. Administrative Claims

1. Each Professional Administrative Claim Allowed by the Court on fee application, and any other Administrative Claim made by motion and allowed by the Court before Confirmation, and not already paid by the Effective Date shall be paid by the Debtor: (a) in full, at the Effective Date; or (b) if the Allowed Professional Administrative Claim is \$10,000 or more at the Effective Date, Pro Rata with all other Allowed Professional Administrative Claims over not more than twenty-two (22) months following the Effective Date in equal monthly installments; (c) upon such other terms as may exist in the ordinary course of the Debtor's business; or (d) upon such other terms as may be agreed upon between the Holder of such Allowed Professional Administrative Claim and the Debtor.

2. Each Allowed Jockey Member Administrative Claim not already paid by the Effective Date shall be paid by the Debtor: (a) as it accrues and becomes Allowed as the Debtor's funds permit but must be paid in full over not more than twenty-two (22) months following the Effective Date; or (b) upon such other terms as may be agreed upon by the Holder of such Allowed Jockey Administrative Claim and the Debtor.

3. All holders of Professional Administrative Claims arising prior to the Effective Date shall seek allowance of such Claim from the Bankruptcy Court within twenty (20) days of the Effective Date.

B. U. S. Trustee Fees

The fees payable to the U. S. Trustee shall be paid by the Debtor on its quarterly disbursements as and when they become due pursuant to 28 U.S.C. § 1930.

C. Pension Plan

The reorganized Debtor will continue to be the contributing sponsor of the Pension Plan. The Debtor is obligated to contribute to the Pension Plan the amount necessary to satisfy ERISA's minimum funding standards, ERISA § 302; Internal Revenue Code §§ 412 and 430 and to continue to pay the annual insurance premium due the PBGC with respect to the Pension Plan under 29 U.S.C. §§ 1306(a)(3) and 1307(a) and (e). Unless the Pension Plan has been terminated prior to the Effective Date of the Plan, the Debtor's liability to the Plan under ERISA, or its liability to the PBGC with respect to the Plan, shall not be affected in any way by this reorganization proceeding, confirmation of the Plan, or discharge in bankruptcy. If the Pension Plan terminates, the Debtor will be jointly and severally liable for any unpaid minimum funding contributions, premiums, and unfunded benefit liabilities of the Pension Plan. *See* 29 U.S.C. § 1362(a). PBGC's claims (claim numbers 8, 9 and 10) are deemed satisfied through the terms of this Plan.

D. Priority Tax Claims/Other Priority Claims

On, or as soon as reasonably practicable after, the latest of the Effective Date or the date such Priority Tax Claim or other Priority Claim, if any, becomes Allowed, the Holder of each, if any, shall receive, in full satisfaction, settlement, release, and discharge of and in exchange for such Claim, (1) cash equal to the unpaid portion of such Claim; (2) payment Pro Rata with similar Priority Claims over not more than one (1) month following the Effective Date; or (3) such other treatment as to which the Debtor and such Holder have agreed upon in writing.

E. Claims Payment

All Claims identified in this Article, sections A, B, and D above, shall be paid in full prior to payment of Class 2 and Class 3 Claims as identified below, subject to the following:

Jockey Member Administrative Claims may be paid directly by the Debtor from funds restricted to payment of jockey Claims, or by the Trust on behalf of the Debtor, supplemented by the Debtor's non-restricted funds, if available after payment of Professional Administrative Claims. Professional Administrative Claims, U.S. Trustee fees and Priority Tax Claims/other Priority Claims may be paid by the Debtor from regular operating income not restricted to other uses. Further, the Debtor will devote 75% of additional revenues above the current projections to plan payments to reduce the payout periods.

F. Consent

Pursuant to 11 U.S.C. § 1129, each holder of an Administrative Claim is deemed to have consented to the treatment set forth herein unless objection hereto is timely filed.

**ARTICLE III.
CLASSIFICATION AND TREATMENT
OF CLASSIFIED CLAIMS AND EQUITY INTERESTS**

A. Summary

The categories of Claims listed below classify Claims for all purposes, including voting, Confirmation and Distribution pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. Pursuant to section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Priority Tax Claims and other Priority Claims have not been classified, but the treatment for such unclassified Claims is set forth in Article II. Claims in Classes 1 and 2 may be paid directly by the Debtor or from the Trust and, if paid by the Trust, shall constitute payment of the Claim to the same extent as if paid by the Debtor.

B. Classification and Treatment of Claims

1. Class 1 — De Minimis Claims

(a) Classification: Class 1 consists of all De Minimis Claims, a schedule of which is attached at Exhibit A and incorporated here by reference as if set forth in full here less those Claims that may be disallowed pursuant to Article IV, Section A, Paragraph 1.

(b) Treatment: As soon as reasonably practicable after the latest of the Effective Date or the date such Claim becomes an Allowed De Minimis Claim; each Holder of such Allowed De Minimis Claim identified at Exhibit A shall receive in full satisfaction, settlement, release and discharge of and in exchange for the Allowed De Minimis Claim (i) cash equal to the value of 80% of the De Minimis Claim, without interest; or (ii) such other treatments as to which the Debtor and such Holder shall have agreed upon in writing; but only up to an amount no greater than 80% of the Allowed De Minimis Claim.

(c) Voting: Class 1 is Impaired. Holders of De Minimis Claims in Class 1 are entitled to vote to accept or reject the Plan.

2. Class 2 — Jockey Member Contract Claims

(a) Classification: Class 2 consists of all Jockey Member Contract Claims, a schedule of which is attached at Exhibit B and incorporated here by reference as if set forth in full here less those Claims that may be disallowed pursuant to Article IV, Section A, Paragraph 1.

(b) Treatment: Except as set forth below, starting on, or as soon as reasonably practicable after, the latest of the Effective Date or the date on which each Administrative Claim, Tax Priority Claim/other Priority Claim and Class 1 Claim has been paid in full, the Holder of each Allowed Jockey Member Contract Claim identified in Exhibit B shall receive, in full satisfaction, settlement, release and discharge of and in exchange for that

Allowed Jockey Member Contract Claim (i) cash equal to the value of 100% of the Allowed amount of each such Claim, without interest, payable in monthly installments over not more than thirty-nine (39) months after the Effective Date or (ii) such other treatments as to which the Debtor and the Holder of such Claim have agreed upon in writing, but only up to an amount no greater than the full amount of the Allowed Jockey Member Contract Claim.

(c) Voting: Class 2 is Impaired. Holders of Jockey Member Contract Claims in Class 2 are entitled to vote to accept or reject the Plan.

3. Class 3 — General Unsecured Claims Not Covered By Insurance

(a) Classification: Class 3 consists of all General Unsecured Claims for which no insurance coverage is available, a schedule of which is attached at Exhibit C and incorporated by reference as if set forth in full here, less those Claims that may be disallowed pursuant to Article IV, Section A, Paragraph 2.

(b) Treatment:

(1) the Holders of Allowed General Unsecured Claims identified in Exhibit C shall receive, after the payment of the Post Confirmation Committee's Post-Confirmation administrative fees and expenses, a Pro Rata share of the funds in the General Unsecured Claim Pool if any, from the Post Confirmation Committee at such time when all General Unsecured Claims in Class 3 have been Allowed or otherwise resolved. The Post Confirmation Committee, however, in its sole discretion, may distribute a percentage of the respective Pro Rata shares of the General Unsecured Claim Pool to Holders of Allowed General Unsecured Claims in Class 3 prior to such time when all General Unsecured Claims in Class 3 have been Allowed or otherwise resolved; provided, however, the Post Confirmation Committee shall continue to hold back an appropriate amount of the General Unsecured Claim Pool, in its sole discretion, that it deems necessary to ensure proper Pro Rata Distributions to Holders of Disputed General Unsecured Claims in Class 3 which subsequently become Allowed General Unsecured Claims; and

(2) recoveries, if any, received on account of any Cause of Action assigned to the Post Confirmation Committee under this Plan, and all amounts payable by the Debtor to the Unsecured Claim Pool pursuant to Article VI herein, shall be added to the General Unsecured Claim Pool to be distributed in accordance with Article III Section B.

(c) Voting: Class 3 is Impaired. Holders of General Unsecured Claims not covered by insurance in Class 3 are entitled to vote to accept or reject the Plan.

4. Class 4 — General Unsecured Claims For Which Insurance Coverage Is Available

(a) Classification: Class 4 consists of all General Unsecured Claims for which insurance coverage is available, a schedule of which is attached at Exhibit D and incorporated by reference as if set forth in full here, less those Claims that may be disallowed

pursuant to Article IV, Section A, Paragraph 2. Further, all such Claims are inclusive of rejection damages, if any, asserted by Holders of Class 4 Claims.

(b) Treatment: The Holder of any Class 4 Claim shall not receive any Distribution of funds from the Debtor or from the General Unsecured Claim Pool. The Distribution to any Class 4 claimant shall be limited solely to the amount of insurance proceeds actually recovered by or on behalf of the Debtor as a result of judgment on, or settlement of, such Claim and the Reorganized Debtor shall have no obligations otherwise to the Holder of any Class 4 Claim.

(c) Voting: Class 4 is Impaired. Holders of General Unsecured Claims for which insurance coverage is available in Class 4 are entitled to vote to accept or reject the Plan.

ARTICLE IV. TREATMENT OF DISPUTED CLAIMS

A. Objections to Claims; Prosecution of Disputed Claims

1. Within 180 days after the Effective Date, the Debtor shall object to the allowance of any Administrative Claims and Unsecured Claims other than General Unsecured Claims included in Classes 3 and 4 filed with the Bankruptcy Court and which the Debtor elects to dispute; provided, however, that the Debtor may seek authority from the Bankruptcy Court to extend such time period to object to such Claims. All such objections shall be litigated to final order; provided, however, that the Debtor shall have the authority and sole discretion to file or not file any objections to Claims and shall have authority to settle, compromise or withdraw any objections to Claims, the face amount of which is \$20,000 or less, without approval of the Bankruptcy Court.

2. Within 180 days after the Effective Date, the Post Confirmation Committee shall object to the allowance of any General Unsecured Claims included in Classes 3 and 4 filed with the Bankruptcy Court or scheduled by the Debtor that the Post Confirmation Committee elects to dispute; provided, however, that the Post Confirmation Committee may seek authority from the Bankruptcy Court to extend such time period to object to such Claims, but no such extension shall be granted to a date more than 240 days after the Effective Date. All such objections shall be litigated to final order or settled by the Post Confirmation Committee with approval of the Bankruptcy Court, provided, however, that the Post Confirmation Committee shall have the authority and sole discretion to file, decline to file, settle, compromise or withdraw any objections to General Unsecured Claims, without approval of the Bankruptcy Court where the face amount of the Claim is \$20,000 or less.

B. Estimation of Claims

The Debtor or the Post Confirmation Committee may at any time request that the Bankruptcy Court estimate any contingent or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code regardless of whether the Debtor or the Post Confirmation Committee previously have objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time

during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. Subject to the provisions of section 502(j) of the Bankruptcy Code, in the event that the Bankruptcy Court estimates any contingent or Disputed Claim, the amount so estimated shall constitute the maximum allowable amount of such Claim. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor or the Post Confirmation Committee may pursue supplementary proceedings to object to the allowance of such Claim. All of the aforementioned objection, estimation and resolution procedures are intended to be cumulative and not necessarily exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

C. Payments and Distributions on Disputed Claims

The Holder of any Claim that is listed as “disputed” on the Debtor’s Schedules, as amended, and that is not listed on the Claims Register as having filed a Claim with the Bankruptcy Court on or before July 1, 2008 shall not receive any Distributions. No Distributions shall be made to the Holder of a General Unsecured Claim not listed in Exhibits A, B, C or D. Further, no interest shall be paid on Disputed Claims that later become Allowed Claims or with respect to any Distribution to such Holder. No Distribution shall be made with respect to all or any portion of any Claim, a portion of which or all of which is a Disputed Claim, pending the entire resolution thereof.

ARTICLE V. DISTRIBUTIONS

A. Means of Cash Payment

Cash payments, made pursuant to the Plan, shall as applicable, in the sole discretion of the Debtor or the Post Confirmation Committee, be made by (a) checks drawn on or (b) wire transfers from a domestic bank selected by the Debtor or the Post Confirmation Committee. Further, Jockey Member Administrative Claims and Claims in Classes 1 and 2 may be paid directly by the Debtor or from the Trust and, if paid by the Trust, shall constitute payment of the Claim to the same extent as if paid by the Debtor.

B. Delivery of Distributions

Subject to the provisions of Rule 2002(g) of the Bankruptcy Rules, and except as otherwise provided herein, Distributions to Holders of Allowed Claims shall be made at the address of each such Holder as set forth on the Schedules filed with the Bankruptcy Court, unless superseded by the address set forth on timely filed Proof(s) of Claim or some other writing filed with the Bankruptcy Court.

C. Undeliverable Distributions

1. Holding of Undeliverable Distributions

If any Distribution to any Holder is returned to the Debtor or the Post Confirmation Committee as undeliverable, no further Distributions shall be made to such Holder unless and until the Debtor or the Post Confirmation Committee is notified by such Holder, in writing, of

such Holder's then-current address. Upon such an occurrence, the appropriate Distribution shall be made as soon as reasonably practicable after such Distribution has become deliverable. All Entities ultimately receiving previously undeliverable cash shall not be entitled to any interest or other accruals of any kind. Nothing contained in the Plan shall require the Debtor or the Post Confirmation Committee to attempt to locate any Holder of an Allowed Claim.

2. Failure to Claim Undeliverable Distributions

Any Holder of an Allowed Claim entitled to an undeliverable or unclaimed Distribution that does not provide notice of such Holder's correct address to the Debtor and the Post Confirmation Committee within the later of two (2) months after (a) the Effective Date or (b) the date of the initial Distribution made by the Debtor or the Post Confirmation Committee to such Holder, shall be deemed to have forfeited and shall be forever barred and enjoined from asserting any such Claim for an undeliverable or unclaimed Distribution against any of the Debtor, its Estate or the Post Confirmation Estate. In such cases, all such forfeited Distributions (a) by the Post Confirmation Committee shall become part of the General Unsecured Claim Pool to be distributed in accordance with Article III Section B; and (b) by the Debtor shall be retained by the Debtor for payment of Claims which are unclassified or are in Classes 1 or 2.

D. Withholding and Reporting Requirements

In connection with the Plan and all Distributions thereunder, the Debtor and the Post Confirmation Committee shall comply with all tax withholding and reporting requirements imposed by any U.S. federal, state or local or non-U.S. taxing authority, and all Distributions hereunder shall be subject to any such requirements. The Debtor and the Post Confirmation Committee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements. Notwithstanding any other provision of the Plan (a) each Holder of an unclassified or Allowed Claim that is to receive a Distribution pursuant to the Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such Distribution, and (b) the Debtor and the Post Confirmation Committee reserve the option, in their discretion, to not make a Distribution to or on behalf of such Holder pursuant to the Plan unless and until such Holder has made arrangements satisfactory to the Debtor or the Post Confirmation Committee for the payment and satisfaction of such tax obligations or has, to the Debtor or Post Confirmation Committee's satisfaction, established an exemption therefrom. Any Distributions to be made pursuant to the Plan shall, pending the implementation of such withholding and reporting requirements, be treated as undeliverable pursuant to Article V Section C Paragraph 2 of the Plan.

E. Time Bar to Cash Payments

All checks issued by the Debtor or the Post Confirmation Committee on account of unclassified or Allowed Claims shall be null and void if not negotiated within ninety (90) days from and after the date of issuance thereof. Requests for reissuance of any check shall be made directly to the Debtor or the Post Confirmation Committee by the Holder of the Allowed or unclassified Claim. Any Claim relating to such voided check shall be made on or before the later of: (1) the sixth (6th) month after the Effective Date; or (2) one hundred and eighty (180) days

after the date of issuance of such check. After such date, all Claims relating to such voided checks shall be discharged and forever barred, and all such funds shall be treated as forfeited and distributed pursuant to Article V Section C Paragraph 2 of the Plan.

F. Distributions After the Effective Date

Distributions made after the Effective Date to Holders of Claims that are not Allowed Claims as of the Effective Date, but that later become Allowed Claims, shall be deemed to have been made on the Effective Date.

G. Set-Offs

Consistent with applicable law, the Debtor and the Post Confirmation Committee may, but shall not be required to, set-off against any Allowed Claim and the Distributions to be made pursuant to the Plan on account thereof (before any Distribution is made on account of such Claim), the claims, rights and Causes of Action of any nature that the Debtor, or the Post Confirmation Estate may hold against the Holder of such Allowed Claim; provided, however, that neither the failure to effect such a set-off nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor, its Estate, or the Post Confirmation Committee of any such claims, rights and Causes of Action that the Debtor, its Estate, or the Post Confirmation Committee may possess against such Holder.

H. Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided under the Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims or controversies relating to the contractual, legal and subordination rights that a Holder of a Claim may have with respect to any Allowed Claim, or any Distribution to be made on account of such an Allowed Claim. The Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims or controversies, and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtor, its Estate and Holders of Claims and is fair, equitable and reasonable.

**ARTICLE VI.
IMPLEMENTATION OF THE PLAN**

A. Transfer of Assets to the General Unsecured Claim Pool

1. On the Effective Date, the Debtor shall be deemed to have assigned and transferred to the General Unsecured Claim Pool, for use by the Post Confirmation Committee, all of its right, title, and interest in and to (a) the fund of approximately \$104,000 held in escrow by the court in the case styled *Jockeys' Guild, Inc. v. Bank of America*, Superior Court for the State of California, County of Los Angeles; (b) all of the receivables and Causes of Action owned by the Debtor, accrued as of the Petition Date and identified in the Schedules excepting (i) Media Rights Receivables and Causes of Action to collect the same; (ii) pre-petition Jockey Member receivables paid to the Debtor after the Petition Date and up to the Effective Date; and (iii) all claims and causes of action relating to the Fraise Estate provided however that any

settlement funds from such litigation are payable to the General Unsecured Claim Pool pursuant to Section IV. A. 3 below and (c) Avoidance Actions other than Causes of Action under 11 U.S.C. § 549, notwithstanding any prohibition of assignability under applicable non-bankruptcy law.

2. The Debtor will litigate, abandon, decline to prosecute, or settle all Causes of Action under Section 549, if any, in the sole discretion of the Guild.

3. On the later of either (a) the Effective Date or (b) ten (10) business days after the Debtor's receipt of any settlement funds from the Fraise Estate, the Debtor shall remit the proceeds of the same to the General Unsecured Claim Pool.

4. On or before ninety (90) days after the Effective Date the Debtor shall pay \$40,000 to the General Unsecured Claim Pool and an additional \$10,000 on or before 120 days after the Effective Date.

5. The Debtor shall retain, through and following the Effective Date, all Media Rights Receivables, which the Debtor may compromise and release in its sole discretion through the use of industry partner agreements or otherwise.

(a) The Debtor shall pay to the General Unsecured Claim Pool 7.5% of all funds collected from any Media Rights Obligor during the two (2) year period immediately following the Effective Date, with such sums payable within ten (10) business days after the Debtor's receipt of them. This includes funds collected from Media Rights Obligors that are (a) for pre or post petition Media Rights Receivables and (b) that are characterized by either the Debtor or the Media Rights Obligor as restricted as to their use. The Debtor shall report to the Post Confirmation Committee concerning such collections on a quarterly basis in such detail as the Post Confirmation Committee may reasonably request.

(b) With respect to any restricted funds belonging to the Debtor and received from a Media Rights Obligor, or other entity, the Debtor shall create the Jockeys' Guild Member Trust, a vehicle to, among other things, provide payment and reimbursement to the Debtor's members for items as permitted by the trust agreement and potentially provide a source of funds for payment of jockey administrative claims and Claims in Classes 1 and 2. The trustees for the Jockeys' Guild Member Trust will be the Debtor's National Manager and those persons holding an office with the Debtor. Currently, the Debtor's National Manager is Terence J. Meyocks and its officers are John Velazquez, Chairman; G.R. Carter, Vice Chairman; Jerry LaSala, Treasurer; and John Court, Secretary. The Jockeys' Guild Member Trust will be funded by donations and payments for certain jockey media rights. Further, all Media Rights Receivables and Causes of Action to collect the same accruing post petition for Entities other than the Media Rights Obligors shall be deemed the property of the reorganized Debtor.

(c) The Debtor shall make available to the Post Confirmation Committee, at such Committee's expense, materials necessary to the administration of the Post Confirmation Committee assets that it may reasonably request for a period of twenty-four (24) months following the Effective Date.

6. For all state and federal income tax purposes: (a) all parties (including, without limitation, the Debtor and the Post Confirmation Committee) shall treat the transfer of assets to the Post Confirmation Committee under the Plan as a transfer of such assets by the Debtor to the Holders of Allowed Claims.

B. Corporate Action

Following Confirmation, the Debtor is authorized to (1) change its organization to that under a different section of the Internal Revenue Code than that under which it now operates and (2) change its state of incorporation, pursuant to applicable law and without further notice or leave of the Bankruptcy Court. All such changes shall be deemed authorized and approved without any further action by the Bankruptcy Court.

C. Post Petition Contracts and Releases

1. The Debtor is authorized to ratify post-petition contracts entered into by it in the ordinary course of its business and is further authorized to enter into contracts post Confirmation for the generation of revenue for jockey benefit programs, including, but not limited to, those in substantially the form attached as: (a) Exhibit E (the “Industry Partner Agreement”); (b) Exhibit F (for the creation of the Jockeys’ Guild Member Trust); and (c) contracts for the Debtor’s services in administration of funds payable for jockey programs pursuant to state statutory codes.

2. Each Media Rights Obligor entering an Industry Partner Agreement shall be deemed released and discharged from all Claims and Causes of Action held by the Debtor against it for Media Rights Receivables.

D. Preservation of Rights

The Debtor retains all of its rights to, and in its sole discretion may, pursue any potential or existing Causes of Action (under any theory of law, including, without limitation, the Bankruptcy Code, and in any court or other tribunal including, without limitation, in an adversary proceeding filed in the Debtor’s Chapter 11 Case) other than those assigned to the Post Confirmation Committee, or released by the Debtor under the Plan. The Debtor expressly reserves all non-assigned Causes of Action, known or unknown, for later adjudication and therefore, no preclusion doctrine, including, without limitation, the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise) or laches shall apply to such Causes of Action upon or after the Confirmation or Consummation of the Plan, if any.

Subject to the Releases and exculpation provisions authorized by the Plan and the Confirmation Order, potential Causes of Action which may be pursued by the Debtor prior to the Effective Date, by the Debtor after the Effective Date, and by the Post Confirmation Committee after the Effective Date, also include, without limitation any other Causes of Action, whether legal, equitable or statutory in nature, arising out of, or in connection with the Debtor’s business or operations.

In addition, there may be numerous other Causes of Action which currently exist or may subsequently arise that are not set forth here or in the Disclosure Statement because the facts upon which such Causes of Action are based are not currently or fully known by the Debtor and, as a result, cannot be raised during the pendency of the Chapter 11 Case. All such Causes of Action shall vest in the reorganized Debtor. The failure to list any such unknown Causes of Action in the Disclosure Statement is not intended to limit the right of the Debtor to pursue any unknown Cause of Action to the extent that the facts underlying such unknown Cause of Action subsequently become fully known to the Debtor nor does the Debtor intend to waive any such Cause of Action.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement entered into in connection with the Plan, in accordance with section 1123(b)(3) of the Bankruptcy Code, any claims, rights, and Causes of Action that the Debtor has retained against any Entity may exclusively be enforced, in accordance with the best interests of the Debtor, and it shall have the exclusive right, authority, duty, responsibility and discretion to institute, prosecute, abandon, settle, or compromise any and all such actions without any further order of the Bankruptcy Court or any other court.

E. Insurance Preservation; Directors and Officers Insurance; Indemnification

1. Nothing in the Plan, including any Releases, shall diminish or impair the enforceability of any policies of insurance that may cover any Claims against the Debtor or any other Entity.

2. The Debtor shall assume the pre-Effective Date obligations to the Debtor's directors and officers holding those positions at any time after the Petition Date solely to the extent that such obligations are covered by directors and officers' insurance policies. Other than as set forth in the preceding sentence, the Debtor shall not be liable or responsible in any way for any pre-Effective Date obligations to its directors and officers.

F. Accounting

Any and all reserves, including the General Unsecured Claim Pool, maintained by the Debtor or the Post Confirmation Committee, as the case may be, in connection with the Distribution of funds on account of the Allowed Claims, may be maintained by bookkeeping entries alone; the Debtor or the Post Confirmation Committee, as the case may be, need not (but may) establish separate bank accounts for such purposes.

G. Pension Plan

The Debtor's Pension Plan, contributions to which were last made in 2001, is expected to continue. The Debtor is obligated to contribute to the Pension Plan the amount necessary to satisfy ERISA's minimum funding standards, ERISA § 302; Internal Revenue Code §§ 412 and 430 and to continue to pay the annual insurance premium due the PBGC with respect to the Pension Plan under 29 U.S.C. §§ 1306(a)(3) and 1307(a) and (e). The Debtor's right to seek termination of the Pension Plan is reserved post Confirmation. However, if the Pension Plan terminates, the Debtor will be jointly and severally liable for any unpaid minimum funding

contributions, premiums, and unfunded benefit liabilities of the Pension Plan. *See* 29 U.S.C. § 1362(a).

**ARTICLE VII.
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

A. Assumption of Churchill Contract

On the Effective Date, the Churchill Contract will be deemed to have been assumed by the Debtor pursuant to 11 U.S.C. § 365(a), but as amended to permit payments by Churchill under the Churchill Contract to be paid to the Trust. No cure payments by the Debtor are required for assumption of the Churchill Contract.

B. Assumption of Jockey Member Contracts

On the Effective Date, the Debtor will be deemed to have assumed all existing contracts with its Jockey Members identified in Exhibit 3-A to the Debtor's Amended Schedules, which is attached as Exhibit G and incorporated by reference as if set forth in full here. The Jockey Member contracts assumed include, but are not limited to, the contracts entitled Assignment by Jockey Of Certain Media, Publicity, Promotional, And Other Rights; the Authorization For Representation; the 2007 Health Plan Contracts; and the August 4, 2006 contract with Gary Birzer and contracts to provide life insurance coverage the claims on which contracts will be deemed satisfied by the Debtor's maintenance of an insurance policy for the same (with Claims under such policy being payable only by the insurance carrier). Certain of the Debtor's obligations under these contracts are in default and shall be deemed cured, so as to permit assumption, by the treatment of those Claims which are Administrative and which are in Classes 1 and 2 above, to which cure each Holder of such Claim shall have been deemed to consent if no timely objection to Confirmation is filed by that individual Jockey Member who is the Holder of a Claim under such contract being assumed. Timely filed Proofs of Claim for life insurance benefits shall be deemed satisfied by the assumption of the jockey contracts such that the Debtor need not file objections to such Proofs of Claim. Notwithstanding any other term of this Plan, the Debtor does not assume any contract with it related to Shannon Campbell.

C. Assumption of Non-Jockey Contracts and Leases

On the Effective Date, if not already assumed, the Debtor shall be deemed to have assumed each of the following:

1. that certain lease for office space at 103 Wind Haven Drive, Suite 200, Nicholasville, Kentucky by and between the Debtor and 103 WH LLC dated September 10, 2007;
2. that September 5, 2007 consulting agreement by and between the Debtor and Meyocks & O'Hara Racing Enterprises, Inc.;

3. that June 1, 2007 agreement by and between the Debtor and MetLife;
4. all agreements existing as of the Petition Date by and between the Debtor and P5 eHealth Services, Inc. insofar as such agreements provide for administration of 2007 health plan claims runoff;
5. that October 20, 2003 agreement by and between the Debtor and Pitney Bowes for a folding machine;
6. that February 20, 2004 agreement by and between the Debtor and Pitney Bowes for a postage machine;
7. that May 29, 2007 agreement by and between the Debtor and NetSuite Software;
8. that May 25, 2007 agreement by and between the Debtor and Hartford Casualty Insurance for property insurance;
9. that March 14, 2007 Not-For-Profit Individual And Organization Insurance Policy Including Employment Practices Liability Insurance policy between the Debtor and National Union Fire Insurance Company of Pitts, Pa (policy number 625-93-89) replacing policy number 713-14-26;
10. that March 14, 2007 policy (RLN724734/01/2007) between the Debtor and Axis Reinsurance Company, continuing the Debtor's prior insurance coverage; and
11. any contract of insurance under which the Debtor was a beneficiary or insured or had any remaining rights on the Petition Date, including but not limited to, any insurance policies providing for defense or indemnification related to Class 4 Claims.

D. Rejection of Other Executory Contracts and Unexpired Leases

Any pre-petition executory contracts or unexpired leases (1) which have not expired by their own terms on or prior to the Effective Date, or (2) which have not been assumed, assumed and assigned, or rejected pursuant to the Plan or with the approval of the Bankruptcy Court; or (3) to which Shannon Campbell is a party, otherwise shall be deemed rejected by the Debtor as of the Petition Date, and the entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the rejections of such executory contracts and unexpired leases pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

E. Rejection Damages Claim

Each Entity that is a party to an executory contract or unexpired lease, except Holders of such Claims in Class 4, that is rejected as of the Petition Date pursuant to this Plan and the Confirmation Order will be entitled to file, not later than thirty (30) days following Confirmation, a Proof of Claim for damages alleged to have been suffered due to such rejection unless another date is set by the Bankruptcy Court for the same. Any Entity that has a Claim for damages as a result of the rejection of an executory contract or unexpired lease pursuant to this paragraph of the Plan that does not file a Proof of Claim in accordance with the terms and

provisions of the Plan with the Bankruptcy Court (and serve such Proof of Claim upon the Plan Administrator) will be forever barred from asserting that Claim against, and such Claim shall be unenforceable against, the Debtor or the post confirmation Estate.

ARTICLE VIII. POST CONFIRMATION COMMITTEE

A. Creation and Authority of Post Confirmation Committee

1. On the Effective Date, the Committee shall be deemed dissolved and its members at that date simultaneously reconstituted as the Post Confirmation Committee, (unless the Committee elects not to be reconstituted as described below) with the professionals previously employed by the Committee being retained in the same capacity for the Post Confirmation Committee, without additional actions of the Bankruptcy Court.

2. The Post Confirmation Committee, at its election, may appoint a manager or administrator, subject to authorization by the Bankruptcy Court, in order to administer all assets acquired by the Post Confirmation Committee and distribute all proceeds of the same and to perform such other tasks as the Post Confirmation Committee may assign. The fees for such administration and the Post Confirmation Committee's professional fees shall be funded from the General Unsecured Claim Pool prior to Distributions to Class 3. The Post Confirmation Committee's post-Effective Date professional fees and expenses shall be paid by the Post Confirmation Committee in the ordinary course of business, on a monthly basis, and upon the sole approval by a majority of the Post Confirmation Committee. Such professional fees and expenses shall not be subject to the approval of the Court.

3. The Post Confirmation Committee shall have the authority to institute and prosecute any and all Causes of Action which it acquires (including Avoidance Actions which it acquires), Disputed General Unsecured Claims and any other matters related thereto and shall have authority to abandon, settle or compromise said Causes of Action, Disputed General Unsecured Claims and other matters related thereto, the face amount of which is \$20,000 or less, without approval of the Bankruptcy Court.

4. In the event that (a) the Committee elects by majority vote not to be reconstituted as and serve as the Post Confirmation Committee; (b) the Post Confirmation Committee elects by majority vote to dissolve; or (c) the Post Confirmation Committee is terminated by the U.S. Trustee, an order of the Bankruptcy Court or otherwise, all assets in the General Unsecured Claim Pool (including but not limited to Causes of Action) shall be administered by the reorganized Debtor for the benefit of the creditors to which such assets are to be distributed.

B. Exculpation; Indemnification

No Holder of a Claim or any other party-in-interest will have, or otherwise pursue, any Claim or cause of action against the Committee, the Post Confirmation Committee, the Debtor, the reorganized Debtor or their respective employees and professionals thereof (solely in the performance of their duties thereas), for making payments in accordance with the Plan or for implementing the provisions of the Plan.

ARTICLE IX.
CONDITIONS PRECEDENT TO CONFIRMATION
AND THE EFFECTIVE DATE

A. Acceptance or Rejection of the Plan

1. Acceptance by Impaired Classes

An Impaired Class of Claims will have accepted the Plan if the Holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in the Class actually voting have voted to accept the Plan, in each case not counting the vote of any Holder designated under section 1126(e) of the Bankruptcy Code.

2. Nonconsensual Confirmation

The Bankruptcy Court may confirm the Plan over the dissent of any Impaired Class if all of the requirements for consensual confirmation under subsection 1129(a), other than subsection 1129(a)(8), of the Bankruptcy Code and for nonconsensual confirmation under subsection 1129(b) of the Bankruptcy Code have been satisfied. In the event that any impaired Class of Claims shall fail to accept the Plan in accordance with section 1129(a) of the Bankruptcy Code, the Debtor reserves the right to (a) request that the Bankruptcy Court confirm the Plan in accordance with section 1129(b) of the Bankruptcy Code or (b) amend the Plan.

B. Conditions Precedent to Confirmation Date of the Plan

The occurrence of the Confirmation Date shall be subject to satisfaction of the following conditions precedent:

1. The entry of the Confirmation Order in form and substance satisfactory to the Debtor.

2. All provisions, terms and conditions hereof are approved in the Confirmation Order or in another final order of the Bankruptcy Court.

3. The Debtor is authorized to take all actions necessary or appropriate to enter into, implement and consummate the Plan and other agreements or documents created in connection with the Plan.

4. The provisions of the Confirmation Order are nonseverable and mutually independent.

5. All Entities shall be permanently enjoined from enforcing or attempting to enforce any contractual, legal and equitable subordination right satisfied, compromised or settled pursuant to Article X Section B of the Plan.

C. Conditions Precedent to the Effective Date of the Plan

The occurrence of the Effective Date and the Consummation of the Plan are subject to satisfaction of the following conditions precedent:

1. Confirmation Order. The Confirmation Order as entered by the Bankruptcy Court shall be a final order in full force and effect, in form and substance reasonably satisfactory to the Debtor.
2. Execution of Documents; Other Actions. All actions, documents and agreements necessary to implement the Plan shall have been effected or executed.

D. Waiver of Conditions Precedent

To the extent legally permissible, each of the conditions precedent in Article IX Section B and Article IX Section C may be waived, in whole or in part, by the Debtor in its sole discretion. Any such waiver of a condition precedent may be affected at any time, without notice or leave or order of the Bankruptcy Court and without any formal action other than proceeding as if such condition did not exist. The failure of the Debtor to exercise any of the foregoing rights shall not be deemed a waiver of any other rights. Upon the waiver of any conditions to the Effective Date set forth in Article IX Section C of the Plan, and subject to the satisfaction in full of each of the remaining conditions set forth in such Article, the Plan shall become effective in accordance with its terms without notice to third parties or any other formal action.

E. The Confirmation Order

If the Confirmation Order is vacated for any reason, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or against the Debtor; (2) prejudice in any manner the rights of the Debtor; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtor.

**ARTICLE X.
EFFECT OF PLAN CONFIRMATION**

A. Discharge of Claims and Termination of Interests

1. Except as provided in the Confirmation Order, pursuant to section 1141(d) of the Bankruptcy Code, the rights afforded under the Plan and the treatment of Claims and respective Distributions under the Plan shall be in exchange for and in complete satisfaction, settlement, discharge and release of all Claims of any nature against the Debtor, its Estate, its successor or its property that occurred prior to the Confirmation Date. Notwithstanding the foregoing, nothing in this provision or any other provision of the Debtor's Plan, the Confirmation Order, or § 1141 of the Bankruptcy Code shall, or shall be construed to, discharge, release, or relieve the Debtor or any other party, in any capacity, from any liability to the PBGC or to the Pension Plan with respect to the Pension Plan under any law, governmental policy, or regulatory provision. Neither the PBGC nor the Pension Plan shall be enjoined from enforcing such liability as a result

of the Plan's provisions for satisfaction, release and discharge of claims. Confirmation shall be a judicial determination of discharge of the Debtor from all Claims and other debts that arose before the Confirmation Date and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (b) the Holder of a Claim based on such debt has accepted the Plan. Such discharge shall void any judgment obtained against the Debtor at any time to the extent such judgment relates to a discharged Claim.

B. Termination of Subordination Rights and Settlement of Related Claims

The classification and manner of satisfying all Claims and the respective Distributions and treatments hereunder take into account and/or conform to the relative priority and rights of the Claims in each Class in connection with any contractual, legal and equitable subordination rights relating thereto whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code or otherwise, and any and all such rights are settled, compromised and released pursuant to the Plan. **The Confirmation Order shall permanently enjoin, effective as of the Effective Date, all Entities from enforcing or attempting to enforce any such contractual, legal and equitable subordination rights satisfied, compromised and settled in this manner.**

C. Injunction

1. Except as otherwise expressly provided in the Plan, after the Effective Date all Entities that have held, hold or may hold Claims against Debtor are permanently enjoined from taking any of the following actions against the Debtor or its Estate, on account of any Claims or causes of action arising from events prior to the Effective Date: (a) commencing or continuing in any manner any action or other proceeding of any kind; (b) enforcing, attaching, collecting or recovering by any manner or in any place or means any judgment, award, decree or order; (c) creating, perfecting, or enforcing any lien or encumbrance of any kind; and (d) asserting any defense or right of setoff, subrogation or recoupment of any kind against any obligation, debt or liability due to the Debtor. Notwithstanding the foregoing, nothing in this provision or any other provision of the Debtor's Plan, the Confirmation Order, or § 1141 of the Bankruptcy Code shall, or shall be construed to, discharge, release, or relieve the Debtor or any other party, in any capacity, from any liability to the PBGC or to the Pension Plan with respect to the Pension Plan under any law, governmental policy, or regulatory provision. Neither the PBGC nor the Pension Plan shall be enjoined from enforcing such liability as a result of the Plan's provisions for satisfaction, release and discharge of claims.

2. By accepting Distributions pursuant to the Plan, each Holder of an Allowed Claim receiving Distributions pursuant to the Plan will be deemed to have specifically consented to the Claims treatment and injunctions set forth herein.

D. Terms of Existing Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Case pursuant to sections 105, 362 or 525 of the Bankruptcy Code, or otherwise, and in existence on

the Confirmation Date, shall remain in full force and effect until the Effective Date. The Confirmation Order will permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released pursuant to the Plan.

E. Exculpation

None of the Debtor, its Estate, or the Post Confirmation Committee or any of their respective present or former officers, directors, shareholders, employees, advisors, attorneys or agents acting in such capacity or their respective affiliates, shall have or incur any liability to, or be subject to any right of action by any Holder of a Claim or any other party in interest, or any of their respective agents, shareholders, employees, representatives, financial advisors, attorneys or affiliates, or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of (1) any act taken or omitted to be taken on or after the Petition Date; (2) the Disclosure Statement, the Plan, and the documents necessary to effectuate the Plan; and (3) the administration of the Plan and the Distribution of property under the Plan.

ARTICLE XI. MISCELLANEOUS

A. Section 1146 Exemption

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan, may not be taxed under any law imposing a stamp tax or similar tax. Any transfers from the Debtor to the Post Confirmation Committee or otherwise and any revesting of assets from the Post Confirmation Committee back to the reorganized Debtor pursuant to the Plan shall not be subject to any such taxes, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. Unless the Bankruptcy Court orders otherwise, any of the foregoing transactions taken on or prior to the Effective Date shall be deemed to have been in furtherance of, or in connection with, the Plan.

B. Business Day

If any payment or act under the Plan is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date.

C. Severability

The provisions of this Plan shall not be severable unless such severance is agreed to by the Debtor and such severance would constitute a permissible modification of the Plan pursuant to section 1127 of the Bankruptcy Code.

D. Conflicts

Except as set forth below, to the extent that any provision of the Disclosure Statement, the Plan or the Confirmation Order (or any exhibits, schedules, appendices, supplements or amendments to the foregoing), conflict with each other or are in any way inconsistent, the Confirmation Order, as consented to by the Debtor, shall govern and control.

E. Further Assurances

The Debtor, the Post Confirmation Committee, all Holders of Claims receiving Distributions under the Plan, and all other parties in interest shall, from time to time, prepare, execute and deliver agreements or documents and take other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

F. Notices

All notices, requests, and demands required by the Plan or otherwise, to be effective, shall be in writing, including by facsimile transmission, and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered to all of the following, or in the case of notice by facsimile transmission, when received by all of the following, addressed as follows or to such other addresses as filed with the Bankruptcy Court:

To the Debtor:

Jockeys' Guild, Inc.
Terence J. Meyocks, National Manager
103 Wind Haven Drive
Suite 200
Nicholasville, Kentucky 40356
(859) 305-0606 – telephone
(859) 219-9892 – fax

With a copy to:

Lea Pauley Goff, Esq.
Emily L. Pagorski, Esq.
Stoll Keenon Ogden PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 333-6000 – telephone
(503) 333-6099 – fax

To the Post Confirmation Committee:

Brian H. Meldrum, Esq.
Erika R. Barnes, Esq.
Stites & Harbison PLLC
Suite 1800
400 West Market Street
Louisville, Kentucky 40202
(502) 587-3400 – telephone
(502) 779-6023 – fax

G. Filing of Additional Documents

On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

H. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

I. Closing of Case

The Post Confirmation Committee shall, promptly upon the full administration of the Chapter 11 Case, file with the Bankruptcy Court all documents required by Bankruptcy Rule 3022 and any applicable order of the Bankruptcy Court to close the Chapter 11 Case but this is without prejudice to the right of the Debtor to move to close the case at any time.

**ARTICLE XII.
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall retain and have exclusive jurisdiction after the Effective Date over any matter arising under the Bankruptcy Code, arising in or related to the Chapter 11 Case or the Plan, or that relates to the following, in each case to the greatest extent permitted by applicable law:

1. to enter such orders as may be necessary or appropriate to implement, consummate or aid in the execution of the provisions of the Plan and all contracts, instruments, releases, and other agreements or documents created in connection with the Plan;

2. to determine any and all motions, adversary proceedings, applications and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Debtor, the Reorganized Debtor or Post Confirmation Committee

after the Effective Date; provided, however, that each reserves the right to commence collection actions, actions to recover receivables and other similar actions in all appropriate jurisdictions;

3. to ensure that Distributions to Holders of Allowed Claims are accomplished as provided herein;

4. to hear and determine any timely objections to Administrative Claims and Priority Claims or to Proofs of Claim filed, both before and after the Confirmation Date, including any objections to the classification of any Claim, and to allow, disallow, determine, liquidate, classify, estimate or establish the priority of or secured or unsecured status of any Claim, in whole or in part;

5. to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed or vacated;

6. to consider any modifications of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

7. to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred prior to the Confirmation Date;

8. to hear and determine disputes arising in connection with or relating to the Plan or the interpretation, implementation, or enforcement of the Plan or the extent of any Entity's obligations incurred in connection with or released or exculpated under the Plan;

9. to issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with consummation or enforcement of the Plan;

10. to determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document created in connection with the Plan or the Disclosure Statement;

11. to hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

12. to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code; and

13. to enter a final decree closing the Chapter 11 Case.

ARTICLE XIII.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN

A. Modification of Plan

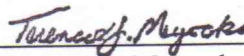
The Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, in its sole discretion to amend or modify the Plan at any time prior to the entry of the Confirmation Order. Upon entry of the Confirmation Order, the Debtor may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan. A Holder of a Claim that has accepted the Plan shall be deemed to have accepted the Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim of such Holder and the votes of each Class for or against the Plan shall be counted and used in connection with the modified plan of reorganization.

B. Revocation, Withdrawal or Non-Consummation

The Debtor reserves the right to revoke or withdraw the Plan prior to the Confirmation Date and to file subsequent plans of reorganization. If the Debtor revokes or withdraws the Plan, or if the Confirmation Order confirming the Plan shall not be entered or become a final order, then (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Class of Claims, assumption or rejection of executory contracts or leases affected by the Plan, and any document or agreement executed pursuant to the Plan), shall be deemed null and void; and (3) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall (a) constitute a waiver or release of any Claim by or against, the Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtor, or any other Entity, (c) constitute an admission of any sort by the Debtor, or any other Entity; or (d) constitute a release of any Causes of Action possessed or maintained by the Debtor.

Dated: October 17, 2008

Respectfully submitted,



Name: Terence J. Meyocks

Title: National Manager, Jockeys' Guild, Inc.