

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY



In re:) Chapter 11
)
)
Ballamor Golf Holdings, Inc.) Case No. 09-41541 GMD
)
Debtor.)

ORDER CONFIRMING THE FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION PROPOSED BY BALLAMOR GOLF HOLDINGS, INC.

The relief sought on the following pages, numbered two (2) through ten (10) is hereby **ORDERED.**

DATED: 2/18/2010



Honorable Gloria M. Burns
United States Bankruptcy Court Judge

AND NOW upon consideration of the First Amended Chapter 11 Plan of Reorganization Proposed by Ballamor Golf Holdings, Inc. (the “**Amended Plan**”), it is hereby found and determined as follows:

BACKGROUND

A. The above captioned debtor (the “**Debtor**”) filed its voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”) on November 20, 2009. No trustee or examiner has been appointed and the Debtor has continued to operate its businesses as debtor-in-possession during the course of these proceedings.

B. On December 2 , 2009, Debtor filed a plan of reorganization (the “**Original Plan**”) and a disclosure statement in support of the Original Plan (the “**Original Disclosure Statement**”).

C. On January 8, 2010, the Debtor filed the Amended Plan and a disclosure statement in support of the Amended Plan (the “**Amended Disclosure Statement**”)¹.

D. On January 12, 2010, this Court entered an Order approving the Amended Disclosure Statement (the “**Disclosure Statement Order**”).

FINDINGS RELATING TO NOTICE

E. Pursuant to the Disclosure Statement Order, on January 15, 2010, a solicitation packet consisting of a copy of the Amended Plan, Amended Disclosure Statement, Disclosure

¹ Capitalized terms used but not defined herein shall have the meaning stated in the Amended Plan.

Statement Order, Ballots, Notice of Confirmation Hearing and a letter from counsel to the Official Committee of Unsecured Creditors (the “**Committee**”) recommending acceptance of the Amended Plan was served on (a) the United States Trustee; (b) the Official Service List; (c) each person or entity that filed a proof of claim on or before any applicable bar date, except of such Claim was paid pursuant to, or expunged by, a prior order of the Court, (d) each person or entity listed in the Schedules, except if such Claim was paid pursuant to, or expunged by, a prior order of the Court; (e) each entity listed on the Schedules as being a party to an executory contract or unexpired lease with the Debtor; (f) all other parties in interest that have filed a request for notice pursuant to Bankruptcy Rule 2002 in the Debtor’s case; and (g) any other known holders of Claims against or Interests in the Debtor.

F. Pursuant to the Disclosure Statement Order, on January 24, 2010, the Debtor caused the Publication Notice to be published in The Press of Atlantic City.

G. The notice provided by the Debtors constitutes sufficient and adequate notice of the hearing to consider confirmation of the Amended Plan (the “**Confirmation Hearing**”) in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of this Court, and the Disclosure Statement Order.

FINDINGS RELATING TO VOTING

H. On February 15, 2010, the Debtor filed a Certification of Voting on the First Amended Chapter 11 Plan of Reorganization of the Debtor Ballamor Golf Holdings, Inc., (the “**Voting Report**”) which reported the results of voting on the Amended Plan.

I. The procedure followed by the Debtor with respect to qualifying and tabulating votes is fair, reasonable and consistent with the Bankruptcy Code, Bankruptcy Rules and the Disclosure Statement Order.

J. The Voting Report reflects that the Amended Plan has been accepted by all impaired Classes of Claims and Interests.

FINDINGS RELATED TO JURISDICTION

K. The Court has jurisdiction over the Debtor's request that the Amended Plan be confirmed pursuant to 28 U.S.C. § 1334 and 157(a) and proceedings related to such request are core proceedings.

FINDINGS CONCERNING THE AMENDED PLAN

L. The Amended Plan complies with all applicable provisions of the Bankruptcy Code.

M. The Debtor has complied with all applicable provisions of the Bankruptcy Code.

N. The Amended Plan was proposed in good faith and not by any means forbidden by law.

O. Any payments made or promised by the Debtor for services or for costs and expenses in connection with this case, or in connection with the Amended Plan and incident to the case, have been approved by, or are subject to the approval of, this Court as reasonable.

P. The Debtor has disclosed the identity and affiliations of any individuals proposed to serve after confirmation of the Amended Plan as officer or director of the Debtor. The

appointment to, or continuance in, such offices of such individuals is consistent with the interest of creditors and with public policy.

Q. The Debtor has disclosed the identity of any insider to be employed or retained by the Debtor after confirmation and the nature of any compensation for each such insider.

R. No governmental regulatory commission has or, after confirmation, will have jurisdiction over rates charged by the Debtor.

S. With respect to each Class designated under the Amended Plan, each holder of a Claim or Interest in such Class: (a) has accepted the Amended Plan; or (b) will receive or retain under the Amended Plan, on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than such holder would so receive or retain if the Debtor were liquidated under Chapter 7 of the Bankruptcy Code on such date.

T. With respect to each Class designated under the Amended Plan, each Class (a) has accepted the Amended Plan; or (b) is not impaired under the Amended Plan and is therefore deemed to have accepted the Amended Plan under Section 1126(f) of the Bankruptcy Code.

U. The Amended Plan provides that with respect to a Claim of the kind specified in Section 507(a)(1) through (7) of the Bankruptcy Code, the holder of such Claim will receive, on account of such Claim, cash equal to the amount of such Claim on the later of the Effective Date or the date on which such Claim is Allowed by the Court, except to the extent that the Holder of such Claim has agreed to different treatment.

V. At least one impaired Class of Claims has accepted the Amended Plan, determined without including any acceptance of the Amended Plan by any insider, as such term is defined in Section 101(31) of the Bankruptcy Code.

W. Confirmation of the Amended Plan is not likely to be followed by the liquidation, or the need for further reorganization of the Debtor.

X. All fees payable under 28 U.S.C. § 1930 have been paid or will be timely paid.

Y. The Amended Plan provides for the continuation after its Effective Date of all retiree benefits, as such term is defined in Section 1114 of the Bankruptcy Code, to the extent they exist, if at all, for the duration of the period that the Debtor is obligated to provide such benefits, if any.

Z. All objections to confirmation from any party-in-interest, including the United States Trustee, have been overruled, to the extent that such objections were not withdrawn before or during the Confirmation Hearing.

AA. Pursuant to an agreement with the Committee, and notwithstanding Schedule F filed in the case, the Debtor shall treat as Allowed the Claims of Claimants listed on Schedule F of the Debtor's schedules which the Debtor had designated as Disputed if the Claimant is a Member and the sole basis for the dispute was (i) the fact that Member paid a deposit which was not refundable under that Member's Membership Agreement, or (ii) the Member was not in good standing, provided the Member was in good standing as of December 31, 2008 (collectively, the "**Committee Agreement Allowed Claims**");

BB. The Committee Agreement Allowed Claims shall be Allowed in amounts as follows: (i) the amount stated on Exhibit A attached hereto, if the applicable Member did not file a timely proof of claim and such Member's Claim is listed on Exhibit A, (ii) the amount stated on Schedule F, if the applicable Member did not file a timely proof of claim and such Member's Claim is not listed on Exhibit 1, (iii) zero, if the applicable Member did not file a timely proof of claim, such Member's Claim is not listed on Exhibit A and such Member's Claim is not listed on Schedule F (provided enforcement of this Order against such Member meets applicable requirements of due process), (iv) if the applicable Member filed a timely proof of claim and the Debtor has not objected to such proof of claim on or before the Effective Date, the amount stated on such timely filed proof of claim, or (v) if the applicable Member filed a timely proof of claim and the Debtor objects to such proof of claim on or before the Effective Date, the amount agreed between such Member and the Debtor or, absent an agreement, the amount allowed by order of this Court.

CC. The Debtor's sole shareholder, Chester J. Ottinger, Jr. (the "**Principal**"), has agreed to be the sole Plan Funder, to provide the Plan Loan required for the Debtor to make all Distributions due from the Debtor on account of Allowed Claims under the Amended Plan in accordance with the terms of the Promissory Note attached hereto and made a part hereof as Exhibit "B" (the "**Plan Funding Note**") and, as the sole managing member of 6071, to cause 6071 to provided the 6071 Release Payment Guaranty in accordance with the terms of the Guaranty instrument attached hereto and made a part here of as Exhibit "C" (the "**6071 Guaranty**") and together with the Plan Funding Note herein called the "**Plan Funding Documents**").

NOW, THEREFORE, it is hereby ORDERED:

1. The Amended Plan is confirmed pursuant to 11 U.S.C. § 1129(a).
2. The Amended Plan and its provisions shall be binding upon the Debtor, any successor thereto, any Holder of a Claim, whether or not the Claim has been impaired under the Amended Plan and whether or not such Holder of such Claim has accepted the Amended Plan.
3. On the Effective Date, all property of the Debtor shall be vested in the Debtor and the Debtor shall be discharged of and from any and all debts and Claims that arose against it before the date of entry of this Order, including, without limitation, any debt or Claim of any kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (a) a proof of claim based on such debt is filed or deemed filed under section 501 of the Bankruptcy Code, (b) such Claim is Allowed under section 502 of the Bankruptcy Code or (c) the Holder of such Claim has accepted the Amended Plan.
4. All executory contracts and leases (other than the Membership Agreements, which were rejected by prior order of this Court) shall be deemed assumed on the Effective Date.
5. All Professional Persons and all other Holders of Administrative Claims, other than creditors with post-petition Claims incurred in the ordinary course of the Debtor's business, shall file a request for payment of an Administrative Claim within sixty (60) days of the Effective Date. Any party required to file an Administrative Claim in accordance with this paragraph who fails to do so within the said sixty (60) day period shall be forever barred, estopped, and enjoined from asserting such Administrative Claim (or filing a request with respect to such Administrative Claim) against the Debtor and the Debtor and its property shall be forever discharged from any and all indebtedness for liability with respect to such Administrative Claim, and such Holders shall not be permitted to participate in any Distribution in this Chapter 11 case

on account of such Administrative Claim or to receive further notices regarding such Administrative Claim. The Debtor and any other parties in interest shall file any objections to requests for payment of Administrative Claims within seventy-five (75) days of the Effective Date; provided that objections to Fee Applications shall be filed in accordance with the time specified by the Rules governing practice in the Bankruptcy Court.

6. The Debtor is hereby authorized, directed and empowered to execute such documents and do such things as may be necessary and appropriate to effectuate the provisions of the Amended Plan.

7. The Bankruptcy Court shall have and retain jurisdiction as provided in the Amended Plan.

8. As a condition to the Debtor's continuation of the Master Loan and Security Agreement (the "**Textron Agreement**") with Textron Financial Corporation ("**Textron**"), as identified in section 6.3 the Amended Plan, on the Effective Date the Debtor will make payment of the sum of \$3,999.83 on account of the November, 2009 installment payment due from the Debtor to Textron under the Textron Agreement and, following the Effective Date, the Debtor will make all other payments to Textron provided for under the Textron Agreement as and when due (subject to any applicable grace periods provided for under the Textron Agreement).

9. The Debtor be, and it hereby is, authorized and directed to execute, acknowledge, deliver, file and record such agreements, deeds, assignments, conveyances, and other assurance, documents, and instruments of transfer and take such other action that may be necessary or appropriate to implement, effectuate, consummate and perform the terms and provisions of the

Amended Plan whether or not specifically referred to in the Amended Plan and without further application to or order of this Court.

10. Unless otherwise provided herein, all injunctions or stays provided for in the Chapter 11 Case pursuant to sections 105 or 362 of the Bankruptcy Code or otherwise extant on the date of entry of this Order shall remain in full force and effect until the Effective Date.

11. Subject only to the occurrence of the Effective Date, the commencement or continuation of any action, the employment of process, or any act to collect, recover or offset any debt discharged, settled or released hereunder as a personal liability of the Debtor, or from property of the Debtor be, and it hereby is, permanently enjoined, stayed and restrained.

12. The failure to include specifically any particular provision of the Amended Plan in this Order shall not diminish or impair the efficacy of such provision, it being the intent of the Court that the Amended Plan be authorized and approved in its entirety.

13. The terms of the Plan Funding Documents are hereby approved.

14. On the Effective Date, the Committee shall be deemed dissolved and shall cease to exist.

15. Within 11 days of the entry of this Order, the Debtor shall mail to all creditors and other parties in interest notice of the entry of this Order.

EXHIBIT A

COMMITTEE AGREEMENT CLAIMS

BALLAMOR - EXHIBIT A

II. Class 3a

<u>NAME</u>	<u>AMOUNT</u>
Adam Walcoff	6,500.00
Agostino Fabietti	11,000.00
Aldo Palombo	6,500.00
April Handel	6,500.00
Archer Katz	6,500.00
Armando Mendez	2,500.00
Arthur Brown	6,500.00
Brian Maser	6,500.00
Bruce Cohen	2,500.00
Carlos Rios	1,350.00
Carmen Caruso	6,500.00
Carol Huff	3,250.00
Christopher Farrell	2,500.00
Clifford Kane	5,000.00
Daniel Palombo	6,500.00
Daniel Triboletti	3,250.00
Darren Aulffo	6,500.00
David Kindlick	3,250.00
David Watson	2,500.00
Donald DeRossi	2,500.00
Edward Graham	3,250.00
Eric Hopkins	2,500.00
Eugene Massey	6,500.00
Frank Consonni	6,500.00
Fred I. Palmer	5,950.00
Frederick Cook	2,500.00
Gene Ciemny	6,500.00
George Voegele	6,500.00
Jack Feinberg	6,500.00
James Davis	2,500.00

BALLAMOR - EXHIBIT A

II. Class 3a

<u>NAME</u>	<u>AMOUNT</u>
James Pontari	6,500.00
Jason Parmer	6,500.00
Jeffrey DuBois	3,250.00
John Grillo	13,500.00
John Panichello	2,500.00
John Sawers	6,500.00
Joseph Fox	6,500.00
Joseph Voegele	6,500.00
Leonard Berger	6,000.00
Mark Gerencser	2,500.00
Mark Jernee	3,250.00
Martha Mendez	3,250.00
Michael Boriss	6,500.00
Michael Cifelli	2,500.00
Michael Conway	2,500.00
Michael Giambrone	2,500.00
Michael Renna	3,250.00
Nick Frattone	6,500.00
Pat Christopher Sr.	2,166.67
Peggy Sykes	2,500.00
Pete Schneiders Jr.	2,500.00
Peter Schneiders Sr.	5,500.00
Phillip DiGiacinto	5,250.00
Raymond Cascarino	6,500.00
Richard Albuquerque	6,500.00
Richard Campanile	5,000.00
Richard Feldman	5,000.00
Richard Keaser	3,333.50
Robert Baker	6,500.00
Robert Kalan	6,500.00
Robert Richardson	6,500.00
Rodger Gottlieb	5,000.00

BALLAMOR - EXHIBIT A

II. Class 3a

<u>NAME</u>	<u>AMOUNT</u>
Ronald Seagraves	6,500.00
Samuel Ianoale	6,500.00
Stanley Duzy	6,500.00
Stephen Browndorf	6,500.00
Steve McCusker	6,500.00
Steve Riis	2,500.00
Steven Javie	2,500.00
Steven Levine	6,500.00
Thomas Zambetoglou	2,500.00
Vincent Scott	6,500.00
Willard Cordero	2,500.00
William Goodwin	5,500.00
William Gottlieb	4,000.00
William Kozin	2,500.00

BALLAMOR - EXHIBIT A

III. Class 3B

<u>NAME</u>	<u>AMOUNT</u>
Anthony Fedeli	500.00
Christopher Cashman	500.00
David Manders	500.00
Dennis Brennan	500.00
George Tzaferos	100.00
Howard Hammer	500.00
Jeffrey Eger	500.00
Joe Verne	500.00
Joseph Weigand	650.00
Kevin Fader	500.00
Peter Barron	650.00
Robert Eger	500.00
Sam Richter	500.00
Sanjay Bhendwal	500.00
Steven Forrest	500.00
Thomas Crozier-Carole	500.00
Vaughan Reale	500.00
Vincenta Marino	500.00
Vincenzo Passalacqua	500.00
Woo Kwang Song	500.00

EXHIBIT B

PLAN FUNDING NOTE

Note

THIS NOTE, is made this ____ day of February, 2010, between **CHESTER J. OTTINGER JR.**, having an address of 202 Reeves Road, Bridgeton, NJ 08032, hereinafter referred to as "Lender", and

BALLAMOR GOLF HOLDINGS INC, whose address is 6071 English Creek Avenue, Egg Harbor Twp., NJ 08234, hereinafter referred to as "Borrower".

WHEREAS, Borrower has obtained from the United States Bankruptcy Court for the District of New Jersey (the "Court") confirmation of its First Amended Plan of Reorganization (the "Amended Plan") pursuant to Chapter 11 of the United States Bankruptcy Code in the matter captioned "In re: Ballamor Golf Holdings, Inc, Debtor" and bearing Case No.: 09-41341 GMB (the "Case"), as set forth and subject to the terms of the Court's order dated February __, 2010, which is entered on the docket of the Case as No. ____ (the "Confirmation Order"); and

WHEREAS, the Amended Plan requires payments to be made to creditors of the Borrower (the Borrower is referred to as the Debtor under the Amended Plan) including on account of administrative expenses incurred by the Borrower in connection with the Case; and

WHEREAS, Lender, as the sole "Plan Funder" under the Amended Plan has agreed to loan to Borrower the amounts necessary for the Borrower to make all payments required of the Borrower under the Amended Plan (referred to in the Amended Plan as the "Plan Loan") on the terms and conditions set forth in the Loan Documents (defined below); and

NOW, THEREFORE, Borrower executes this Note as evidence of the Amended Plan Loan made to Borrower by Lender and Borrower's obligation to repay the amounts borrowed on the terms and conditions set forth in the Loan Documents.

Loan Documents Defined. As used herein, the term "Loan Documents" shall mean: this Note, the Amended Plan and the Confirmation Order.

Other Defined Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Amended Plan, unless the context clearly indicates to the contrary.

Conditions of Loan. Lender shall not be required to make the Plan Loan unless and until the Effective Date, as defined in the Amended Plan, has occurred.

Borrower's Promise to Pay Principal and Interest. In return for the Plan Loan, Borrower promises to pay to Lender, the amount of the Plan Loan, called "Principal", plus interest as provided for in this Note.

Use of Loan Proceeds. Borrower shall use the proceeds of the Plan Loan to fund Distributions required under the Amended Plan and for no other purpose.

Interest Rate. Interest shall accrue at the rate of Six and One-quarter percent (6.25%) on that part of the Principal which has not been paid.

Payments. On the ninetieth day following the Subordination Expiration Date (defined below), and provided the Lender has not previously exercised his right to make demand for payment of all amounts due hereunder, Borrower shall pay to Lender all interest that shall have accrued from the date of the first advance hereunder to the day immediately preceding the date of such payment. Thereafter interest shall be paid quarterly.

Subordination of Principal and Interest Payments. The repayment of Principal and interest hereunder shall be and remain subject and subordinate to Distributions and Release Payments to Holders of Allowed Claims in Classes 3A and 3B under the Amended Plan, and no amount of Principal or interest shall be repaid by Borrower or accepted by Lender on account of the Principal and/or interest due under this Note until the date (the "Subordination Expiration Date") such Distributions and Release Payments have been paid in full.

Default Rate of Interest. If the Borrower defaults on any obligation hereunder and Lender, at its option, declares Borrower to be in default, then the interest to accrue on the unpaid Principal shall be at a rate of five (5%) percent greater than the interest rate set forth in the "Interest Rate" paragraph above.

If such increased rate of interest may not be collected under applicable law, then the Lender shall be entitled to the maximum rate of interest, if any, which may be collected under applicable law.

Place of Payment. All payments shall be made to the Lender at the address set forth above.

Lender Demand Rights. All amounts owed under this Note shall be due on demand by Lender provided that the demand shall not occur or be made before Subordination Expiration Date.

Late Charge. If the Lender has not received any payment within ten (10) days after the due date, Borrower will pay a late charge of five (5.00%) percent of the payment in addition to the regular payment.

Borrower's Costs on Default. Borrower agrees to pay all costs of enforcement or collection of this Note, including reasonable attorney's fees and court costs, in the event Borrower defaults in its obligations hereunder, whether suit be brought against the Borrower or not.

Waivers By Borrower(s). The Borrower, and any endorsers, guarantors, sureties and all other parties liable for payment of any sum or sums due or to become due under the terms of this Note, jointly and severally waive presentment, demand for payment, protest and notice of dishonor of this Note, and authorize the holder hereof, without notice, to grant extensions in the time of payment of any reduction or increase in the rate of interest on any money owing on this Note.

Non-Waiver. The Lender will not lose any right under this Note or any other Loan Documents due to the Lender's failure to enforce the right at an earlier time. The Lender may declare default even if it previously did not declare default for the same reason.

Notices. Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail, postage prepaid, addressed to Borrower at the Notice Address stated below, or to such other address as Borrower may designate by notice to the holder hereof served as provided below. Any notice to the holder hereof shall be given by mailing such notice by certified mail, postage prepaid, return receipt requested, to the holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower served as provided above. Any notice shall be effective when mailed except for notice of a change of address, which shall be effective ten (10) days after receipt thereof.

Applicable Law. This Note has been executed and delivered in the State of New Jersey and is to be governed in all respects by the laws of the State of New Jersey as an agreement to be wholly performed in the State of New Jersey.

No Oral Changes. This Note can only be changed by an agreement, in writing, signed by both the Borrower and the Lender.

Borrower hereby agrees to the terms of this Note. If Borrower is a corporation, its proper corporate officers have signed and affixed the corporate seal.

WITNESS/ATTEST:

Borrower

*

Address:

EXHIBIT C

6071 GUARANTY

Guarantee

of

6071 English Creek Avenue, LLC

THIS GUARANTEE is made this * day of , 200, (the "GUARANTEE") by **6071 English Creek Avenue, LLC** (the "GUARANTOR") for the purposes set forth herein.

WITNESSETH:

WHEREAS, Ballamor Golf Holdings Inc., (the "Debtor") is Guarantor's tenant on property owned by Guarantor located at 6071 English Creek Avenue, LLC, Egg Harbor Township New Jersey, pursuant to which the Debtor operates the Ballamor Golf Course; and

WHEREAS, the Debtor has obtained from the United States Bankruptcy Court for the District of New Jersey (the "Court") confirmation of its First Amended Plan of Reorganization (the "Amended Plan")² pursuant to Chapter 11 of the United States Bankruptcy Code in the matter captioned "In re: Ballamor Golf Holdings, Inc, Debtor" and bearing Case No.: 09-41341 GMB (the "Case"), as set forth in and subject to the terms of the Court's Order dated February *, 2010 which is entered on the docket of the Case as No. * (the "Confirmation Order"); and

WHEREAS, the Amended Plan requires certain Release Payments to be made or funded by Chester J. Ottinger, Jr ("Ottinger") or an Affiliate of Ottinger (the "Principal"); and

WHEREAS, the Amended Plan also requires the Guaranty of certain of the Release Payments by Guarantor; and

WHEREAS, Guarantor has agreed to guaranty certain of the Release Payments as required by the Amended Plan.

WHEREAS, to secure payment in full of the two (2) Release Payment installments due on the first and second anniversaries of the Initial Distribution Date to each Person who elects to grant the Release under the Amended Plan (the "Electing Creditors"), the Amended Plan requires that 6071 execute and deliver to the Disbursing Agent for the benefit of the Electing Creditors the 6071 Release Payment Guaranty and thereby agree to guaranty and become surety for the prompt and full payment when due (and not just the collectability) of the two (2) Release Payment installments due on the first and second anniversaries of the Initial Distribution; and

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISE AND INTENDING TO BE LEGALLY BOUND HEREBY, GUARANTOR DOES HEREBY COVENANT AND AGREE AS FOLLOWS:

² All capitalized terms used herein without definition shall have the meanings assigned to them in the Amended Plan unless the context clearly indicates to the contrary.

1. The Guarantor hereby represents and warrants that (i) Ottinger is the sole managing member of the Guarantor and has approved this Guaranty, and (ii) the Guarantor is authorized to execute and deliver this Guarantee without the consent or approval of any other person or entity and that neither the execution of this Guarantee nor the performance of the Agreements herein contained are prohibited by or are in conflict with the terms of any Agreement or other instrument to which it is a party or by which it is bound.

2. The Guarantor, hereby unconditionally guarantees prompt and full payment when due of the two (2) Release Payment installments due under the Amended Plan on the first and second anniversaries of the Initial Distribution Date (as defined in the Amended Plan) to each Person who elects to grant the Release under the Amended Plan (defined as the "Electing Creditors" under the Amended Plan).

3. All payments by the Guarantor shall be paid in lawful money of the United States of America and any failure by the Guarantor to perform its obligations hereunder shall be an event of default hereunder and each and every event of default shall give rise to a separate cause of action hereunder and separate suits may be brought as each cause of action arises.

4. This Guarantee is intended to be a contract of suretyship and the liability of the Guarantor hereunder is absolute and unconditional, and this Guarantee shall remain in full force and effect until the expiration of the period stated in the applicable statute of limitations.

5. No act of commission or omission of any kind or at any time on the part of any Electing Creditor or their successors and assigns in respect to any matter whatsoever, shall in any way impair the rights of the Electing Creditors or their successors and assigns to enforce any right, power or benefit under this Guarantee, and no setoff, counterclaim, reduction, or diminution of any obligation or any defense of any kind or nature which the Guarantor has or may have against the Electing Creditor or any assignee or successor thereof shall be available hereunder to the Guarantor.

6. Except as provided below as to the 6071 Lease, all obligations of the Debtor to Guarantor, whether now existing or arising in the future, shall be and remain subject and subordinate to the Release Payments due the Electing Creditors from the Principal, and no amount shall be paid by the Debtor or accepted by Guarantor unless and until all Release Payments have been paid in full under and in accordance with the terms of the Amended Plan. The obligations of the Debtor to 6071 under the 6071 Lease shall not be Subordinated Debt and no restrictions on payment or satisfaction of such obligations are imposed hereby.

7. Upon any default in making any Release Payments under the Amended Plan the Electing Creditors or their successors and assigns may proceed first and directly against the Guarantor hereunder without proceeding against or exhausting any other remedies which they or it may have. The Guarantor waives the right to any stay of execution and the benefits of all exemption laws now or hereafter in effect. Guarantor agrees that the right of the Electing Creditors under this instrument may be pursued and enforced collectively by the Debtor as Disbursing Agent under the Amended Plan, or by a single representative (the "Special Designee") designated by a majority of the former members of the Creditors' Committee in the Case, who may act for this purpose notwithstanding that the Creditors' Committee shall cease to exist under the terms of the Confirmation Order. The obligation of the Guarantor hereunder shall include all costs and expenses of a Special Designee, including, without limitation, all reasonable attorney's fees and costs of suit incurred in connection with demand and enforcement of this Guaranty, but only to the extent that it is determined by final order of a court of competent jurisdiction that such fees and costs were incurred in pursuit of Release Payments due under the Amended Plan but unpaid on or before the applicable due date.

8. Any suit, action or other legal proceeding arising out of this Guarantee, if not required to be brought in the United States Bankruptcy Court for the District of New Jersey, shall be brought in the Courts of the State of New Jersey venued in Atlantic County, and Guarantor consents to the jurisdiction of such Court in any such suit, action or proceeding, and waives any objection to the venue of any such suit, action or proceeding in any such Courts unless jurisdiction shall be vested in the .

9. This Guarantee constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof, and may be executed simultaneously in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. The Guarantor hereby waives any rights to require any prior enforcement of any right or remedy against any persons or property, and the Guarantor agrees that any delay in enforcing or failure to enforce any such rights or remedies shall in no way affect the liability of Guarantor hereunder even if such rights and remedies are thereby lost.

11. Guarantor hereby waives the benefit of all laws now or hereafter in effect in any way limiting or restricting the liability of Guarantor hereunder, including without limitation (a) all defenses whatsoever to Guarantor's liability hereunder except the defense of payment or performance on account of Guarantor's liability hereunder, and (b) all right to stay of execution and exemption of property in any action to enforce the liability of the Guarantor hereunder.

12. The Guarantee shall bind Guarantor, its successors and assigns, and shall benefit the Electing Creditors and their respective successors, assigns, heirs and personal representatives.

IN WITNESS WHEREOF, Guarantor has duly executed this Guarantee, intending to be legally bound hereby, on the day and year first above written.

WITNESS/ATTEST:

6071 ENGLISH CREEK AVENUE, LLC

By: _____

Chester J. Ottinger, Jr., sole Managing
Member