

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

IN RE:)	
)	
AMERICAN HISTORIC RACING)	BK No. 06-06626-MH3-11
MOTORCYCLE ASSOCIATION, LTD.,)	
)	
Debtor.)	

**ORDER CONFIRMING PLAN OF REORGANIZATION
AND FINALLY APPROVING DISCLOSURE STATEMENT**

On September 25, 2007, after due and proper notice, this Court held a hearing (the "Confirmation Hearing") on final approval of the Debtor's conditionally approved Disclosure Statement (Docket #155, the "Disclosure Statement"), and confirmation of the Debtor's Plan of Reorganization dated August 15, 2007 (Docket #165) (together, the "Plan").

No objections having been filed to confirmation of the Plan, and based upon the pleadings, the history of this case, the exhibits, the Affidavit of the designated representative of the Debtor, J. David Janiec, attached hereto as **Exhibit 1**, it having been determined after hearing and notice that the Plan complies with the provisions of 11 U.S.C. §1129(a), it is hereby

ORDERED that the Disclosure Statement shall be and is hereby finally approved; and it is further

ORDERED that the Plan of Reorganization as filed with the Court on August 15, 2007, a copy of which is attached to the original Order Confirming Plan of Reorganization filed with the Court, shall be and is hereby confirmed.

This Order was signed and entered electronically as indicated at the top of the first page.

Submitted for Entry:

/s/ Timothy G. Niarhos
Samuel K. Crocker (skctrustee@aol.com)
Timothy G. Niarhos (tim@skctrustee.com)
CROCKER & NIARHOS
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Attorneys for Debtor

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DECLARATION OF J. DAVID JANIEC

I, J. David Janiec, respectfully certify and declare:

1. I am the Chairman of the Board of Trustees of the American Historic Racing Motorcycle Association, Ltd. (the “Debtor”).

2. On November 10, 2006, the Debtor filed a voluntary petition for relief under Chapter 11, Title 11, United States Code, in the United States Bankruptcy Court for the Middle District of Tennessee.

3. On August 15, 2007, the Debtor filed it proposed Plan of Reorganization (“Plan”). No objections to the Plan have been filed and all creditors who returned ballots have accepted the Plan.

4. The Plan complies with all applicable provisions of Title 11;

5. The proponent of the Plan has complied with all applicable provisions of Title 11;

6. The Plan has been proposed in good faith and not by any means forbidden by law;

7. The Plan provides that any payments for services are reasonable as approved or subject to approval by the court;

8. The proponent of the Plan properly discloses all post-confirmation directors, officers and insiders;

9. Each holder of a claim or interest from within an impaired class has accepted the Plan and will receive not less than the liquidation value of their claim; and

10. Each class of claims has accepted the Plan as a class or is not impaired under the Plan;

11. The Plan provides for proper payments of all priority claims;

12. At least one impaired class has accepted the plan;

13. Confirmation of the plan is not likely to be followed by liquidation or further reorganization; and

14. The plan provides for payment of all fees due under 28 U.S.C. §1930 on the effective date of the plan.

15. I declare under the penalties of perjury that the contents of the foregoing Declaration are true and correct.

Executed: September 21, 2007.

/s/ J. David Janiec

J. David Janiec

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PLAN OF REORGANIZATION OF DEBTOR IN POSSESSION
DATED AUGUST 15, 2007

The Debtor in Possession, American Historic Racing Motorcycle Association ("Debtor"), proposes the following Plan of Reorganization pursuant to Chapter 11 of Title 11, United States Code:

ARTICLE I

DEFINITIONS

The following terms, when used in this Plan, shall have the following meanings:

1.1 "Administrative Claim" shall mean any claim for compensation of professionals made pursuant to §330 of the Code and claims entitled to administrative priority pursuant to §§507(a)(2) and 503(b) of the Code, or otherwise.

1.2 "Allowed Claim" shall mean any undisputed, liquidated and non-contingent Claim whose amount was listed in Debtor's Schedules, to which no subsequent objection is filed prior to the deadline set forth in this Plan, or any Claim that has been or is timely filed with the Clerk of the Court by the Holder of the Claim and to which Claim no written objection to the allowance thereof has been interposed within the period of time fixed by this Plan, or as to which Claim an objection to the Claim has resulted in the allowance of a Claim, in whole or in part, by a Final Order of the Court.

1.3 "Receivership Claim" shall mean any and all claims held by the Debtor against Reliance Insurance Company, which is now a claim in the Reliance Receivership proceeding against the Receivership.

1.4 "Bar Date" shall mean the date fixed by the Court as the last day for filing proofs of claim.

1.5 "Claim" shall be defined as in 11 U.S.C. §101(5) and shall include any claim against the Debtor.

1.6 "Claims Objection Deadline" shall mean the later of 60 days after the Effective Date of the Plan or 90 days after the Bar Date.

1.7 "Code" shall mean the Bankruptcy Reform Act of 1978, as amended, 11 U.S.C. §§101, et. seq.

1.8 "Confirmation Date" shall mean the date upon which the Confirmation Order is entered by the Court.

1.9 "Confirmation Order" shall mean the Order entered by the Court confirming the Plan.

1.10 "Court" shall mean the United States Bankruptcy Judge(s) or the United States District Judge(s) from time to time exercising original jurisdiction under the Code.

1.11 "Debtor" shall mean American Historic Racing Motorcycle Association, in its capacity as Debtor in Possession and with the status and rights conferred by 11 U.S.C. §1107.

1.12 "Debtor's Assets" shall mean all of the Debtor's assets and interests, including but not limited to, all pre-petition and post-petition causes of action.

1.13 "Disputed Claims" shall mean claims denoted as "disputed" by the Debtor in its Schedule of Liabilities; and claims to which a written objection to the allowance or classification

thereof, in whole or in part, is timely filed by any party-in-interest and as to which no Final Order or Final Judgment sustaining such objection or allowing or disallowing such Claim, in whole or in part, has been entered by the Court.

1.14 "District Court Action" shall mean the lawsuit pending in the United States District Court, Eastern District of New York styled *Team Obsolete Ltd.; Team Obsolete Products Ltd.; Team Obsolete Promotions Inc.; Robert T. Iannucci, Jim Redman, Rick Vesco as Executor of the Estate of Don Vesco; Dave Roper; Lon McCroskey, M.D.; Erik Green and John Kain v. A.H.R.M.A. LTD., and American Motorcyclist Association, Inc.*, Case Number CV 01 1574.

1.15 "Effective Date of the Plan" shall mean 30 days after the Confirmation Order becomes a Final Order.

1.16 "Final Order" or "Final Judgment" shall mean an order or judgment of the Court: (a) as to which the time to appeal, petition for certiorari, or seek re-argument or rehearing has expired and as to which no appeal, re-argument, certiorari petition, or rehearing is pending, or (b) if an appeal, re-argument, certiorari or rehearing thereof has been sought, the order of the Court has been affirmed by the highest court to which the order was appealed or from which the re-argument or rehearing was sought, or certiorari has been denied, or the appeal is dismissed or rendered moot, and the time to take any further appeal or to seek certiorari or further re-argument or rehearing has expired.

1.17 "Plan" shall mean this Plan of Reorganization dated August 14, 2007, and all future amendments and modifications thereof.

1.18 "Secured Claim" shall mean an Allowed Claim secured by a lien, security interest or other charge against or interest in property in which the Debtor has an interest, or which is

subject to setoff under §553 of the Code, to the extent of the value, determined in accordance with §506(a) and §506(b) of the Code, of the interest of the holder of such Allowed Claim in the Debtor's interest in such property, or to the extent of the amount subject to such setoff as the case may be, and reduced by such further amount or amounts, if any, as may be determined by the Court after notice and a hearing to be the reasonable and necessary costs and expenses of preserving and disposing of such asset pursuant to §506(c) of the Code.

1.19 "Unsecured Claim" shall mean any Allowed Claim that is not a Secured Claim, including but not limited to the following: (a) Claims under executory contracts and unexpired leases that have heretofore been rejected, that are rejected under this Plan or that may be rejected prior to the Confirmation Date; (b) Claims of general trade creditors; (c) Claims for unpaid wages or benefits (including claims for vacation, sick and holiday pay) to the extent not entitled to be priority claims under 11 U.S.C. §507 as provided herein; and (d) any other obligations, liabilities, damages or any other Claim held against Debtor of every type and nature whatsoever incurred on or before the date of the entry of the order for relief in this case.

ARTICLE II

CLASSIFICATION OF CLAIMS AND INTERESTS

Claims and Interests are divided into the following classes:

2.1 Class 1 shall include costs and expenses of administration as defined in 11 U.S.C. §503, excluding Claims which are expressly included in the definition of any other class. Class 1 includes Claims of professionals made pursuant to §330 of the Code and fees due the United States Trustee pursuant to 28 U.S.C. §1930.

2.2 Class 2 shall consist of the disputed, contingent and unliquidated claims of Team Obsolete Ltd.; Team Obsolete Products Ltd.; Team Obsolete Promotions Inc.; Robert T.

Iannucci, Jim Redman, Rick Vesco as Executor of the Estate of Don Vesco; Dave Roper; Lon McCroskey, M.D.; Erik Green and John Kain ("Team Obsolete Parties").

2.3 Class 3 shall consist of the Unsecured Claim of Westerman Ederer Miller & Sharfstein, LLP.

2.4 Class 4 shall consist of the Unsecured Claims of Jeff Smith, David Pierce, and Fred Mork.

2.5 Class 5 shall consist of the Unsecured claim of Bendelow Law Firm, P.C. and Edward M. Bendelow.

2.6 Class 6 shall consist of the Allowed Unsecured Claims of the Debtor not entitled to priority and not expressly included in the definition of any other class (including, without limitation, claims arising out of the rejection of any executory contract or unexpired lease, each Allowed Claim secured by a lien on the property in which the Debtor has an interest to the extent that such Claim is determined to be unsecured pursuant to 11 U.S.C. §506(a), and each such Claim of the class described in 11 U.S. C. §507(a), to the extent that the Allowed amount of such Claim exceeds the amount which such Claim can be afforded priority thereunder).

2.7 Class 7 shall consist of the members ownership interest in the Debtor.

ARTICLE III

TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

1. Class 1 Claims: Quarterly fees owed to the United States Trustee will be paid on or before Confirmation. The remaining holders of Class 1 Allowed Claims, shall be fully paid within 10 business days of the latter of: (i) the entry and finality of an order of the Court allowing such claim or (ii) the Effective Date of the Plan, or as otherwise deferred by agreement between the holder of the Claim and the Debtor. The Debtor shall continue to make post-

confirmation quarterly fee payments to the United States Trustee until the Plan has been substantially consummated and the Debtor has filed with the Court a Motion for Final Decree pursuant to 11 U.S.C. §350. Any administrative claims representing a liability incurred in the ordinary course of business of the Debtor may be paid in cash in the ordinary course of the Debtor's business after the Confirmation Date. Class 1 Claims include professional fees and reimbursable expenses.

A claim will be made for payment of the post-petition attorneys' fees from the Reliance Receivership, as costs of litigation in resolution of the District Court Action. To the extent the Debtor pays these fees prior to disbursement of the claim by the Reliance Receivership, the Debtor shall have the right of subrogation to such payment from the Reliance Receivership.

2. Class 2 Claims: Class 2 consists of the disputed, contingent and unliquidated claims of the Team Obsolete Parties. The Court ordered estimation of these claims under 11 U.S.C. §502(c) by Order of February 12, 2007. Subsequently, the Debtor and Team Obsolete Parties entered into an Agreed Order providing that these claims "shall not be allowed under 11 U.S.C. §502 of the Bankruptcy Code." Additionally, the Agreed Order provides that the pre-petition claims of the Team Obsolete Parties "shall be discharged in a confirmed plan of reorganization which provides for such discharge." In consideration of the Team Obsolete Parties' agreement to this treatment of its claims, the Debtor agreed not to pursue or assert any claim for attorneys' fees and costs against the Team Obsolete Parties. Therefore, pursuant to the Agreed Order of June 28, 2007, the Team Obsolete Party claims are not allowed, and are discharged by and through this Plan of Reorganization.

3. Class 3 Claims: Class 3 consists of the Unsecured Claim of Westerman Ederer Miller & Sharfstein, LLP in the amount of \$170,621.20. The Class 3 Claimant shall be paid in full in 84 equal monthly installments in the amount of \$2,031.20.

A claim either has been or will be made against the Reliance Receivership for payment of the Class 3 Claim. Pending resolution of the Receivership Claim, the Debtor shall pay the monthly installments in the amount of \$2,031.20 to the Class 3 Claimant, beginning on the effective date of the Plan until payment of the Receivership Claim. In the event that Class 3 Claimant is not paid in full from the net proceeds of the Receivership Claim and/or the monthly payments of \$2,031.20 per month, then the remaining balance shall be paid by the Debtor to the Class 3 Claimant in the amount of \$2,031.20 per month until the Class 3 Claimant is paid in full. In the event that the proceeds from the Receivership Claim, the disbursed monthly payments of \$2,031.20 per month, and/or any other disbursed proceeds pay the Class 3 Claimant in full, then the monthly payments shall cease. To the extent the Debtor pays the Class 3 Claimant prior to disbursement of the Reliance Claim, the Debtor shall have the right of subrogation to such payment from the Reliance Receivership. No interest shall be paid to the Class 3 Claimant.

4. Class 4 Claims: Class 4 consists of the Unsecured Claims of Jeff Smith, David Pierce, and Fred Mork in the amount of \$10,000.00 for each claimant. The Class 4 Claimants are individual members of the Debtor who loaned money to the Debtor prior to the filing of the bankruptcy case. These members will not be entitled to share in any proceeds from the Receivership Claim. The Class 4 Claimants shall be paid in full in 84 equal monthly installments in the amount of \$119.05 per claimant. No interest shall be paid to Class 4 Claimants.

5. Class 5 Claims: Class 5 consists of the Unsecured Claim of Bendelow Law Firm, P.C., and Edward M. Bendelow. Mr. Bendelow serves as general outside counsel to the Debtor. The Class 5 Claimant shall be paid in full in 84 equal monthly installments in the amount of \$354.34.

A claim either has been or will be made against the Reliance Receivership for payment of the Class 5 Claim. Pending the resolution of the Receivership Claim, the Debtor shall pay the monthly installments in the amount of \$354.34 to the Class 5 Claimant, beginning on the effective date of the Plan until payment of the Receivership Claim. In the event that Class 5 Claimant is not paid in full from the net proceeds of the Receivership Claim and/or the monthly payments of \$354.34 per month, then the remaining balance shall be paid by the Debtor to the Class 5 Claimant in the amount of \$354.34 per month until the Class 5 Claimant is paid in full. In the event that the proceeds from the Receivership Claim, the disbursed monthly payments of \$354.34 per month, and/or any other disbursed proceeds are sufficient to pay the Class 5 Claimant in full, then the monthly payments shall cease. To the extent the Debtor pays the Class 5 Claimant prior to disbursement of the Receivership Claim, the Debtor shall have the right of subrogation to such payment from the Reliance Receivership. No interest shall be paid to the Class 5 Claimant.

6. Class 6 Claims: Class 6 consists of the remaining Unsecured Claims of the Debtor. These claims include claims not listed by the Debtor in its Schedule of Liabilities, and filed by Claimants post-petition. These claims are subject to objection by the Debtor and parties in interest. If no objections are timely filed pursuant to Article I, Section 1.6 hereof, the claims will be deemed allowed. Class 6 Claimants shall be paid in full in 24 equal monthly pro rata installments based upon their Allowed Claim amounts.

7. Class 7 Interests: Class 7 consists of the ownership interests of the members of the Debtor. This Class shall retain ownership of the Debtor.

ARTICLE IV

IMPAIRED AND UNIMPAIRED CLASSES OF CLAIMS AND INTERESTS

Classes 1, 2 and 7 of the Plan include Classes of Claims that are not impaired under the Plan. All other Classes of Claims or Interests are impaired.

ARTICLE V

MEANS FOR EXECUTION OF THE PLAN

The Debtor will continue to manage its affairs, and all Plan payments, except those paid by the Reliance Receivership, will be paid from the post-confirmation revenues from the Debtor's operations.

ARTICLE VI

OBJECTIONS TO CLAIMS

The Debtor or any party in interest may file an objection to any Claim in any class on or before the Claims Objection Deadline. Objections not filed within such time will be deemed waived.

If any Claim or portion thereof is challenged by an objection or otherwise, distribution may, in the Debtor's sole discretion, be made on any portion of such disputed Claim which is undisputed, pending resolution of the Claim allowance as a whole.

ARTICLE VII

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

The Debtor is not a party to any executory contracts (with the possible exception of the Metro Racing licensing agreement). To the extent the Debtor is a party to any executory

contracts or unexpired leases of real or personal property not specifically addressed herein, the Debtor expressly rejects any such leases or executory contracts, except for the Metro Racing licensing agreement, which the Debtor assumes. All Claims arising out of rejected executory contracts or leases shall be treated as Class 6 Unsecured Claims.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 Notwithstanding anything contained herein, all distributions to classes under this Plan will only be made after creditors in said classes have had their Claims fully fixed and Allowed by the Court; however, distribution may be made, in the Debtor's sole discretion, on any portion of a disputed Claim which is undisputed, pending resolution of the Claim allowance as a whole.

8.2 To the extent that any provisions of this Plan conflict with any of the terms or conditions of any note, security agreement, loan agreement, deed of trust or similar instrument executed by the Debtor pre-petition in favor of any claimant hereunder, the provisions of this Plan shall control.

8.3 Upon motion and for cause shown, the Debtor may at any time move the Court to grant a moratorium or extension of distributions to claimants in any of the classes set out herein for a reasonable period of time. Additionally, the Debtor may propose amendments to or modifications of this Plan at any time prior to confirmation of the Plan. After confirmation of the Plan, the Debtor, with approval of the Court, and so long as it does not materially or adversely affect the interests of claimants, may remedy any defect or reconcile any inconsistencies in the Plan or in the Order of Confirmation in such manner as may be necessary to carry out the purposes and effect of this Plan.

8.4 Except as provided herein, pursuant to 11 U.S.C. §1123(b)(3), the Debtor shall retain each and every claim, demand, or cause of action whatsoever which the Debtor or Debtor-in-Possession had or had power to assert immediately prior to confirmation of the Plan, including without limitation, actions for the avoidance and recovery pursuant to §550 of the Code of transfers avoidable by reason of §§544, 545, 547, 548, 549 or 553(b) of the Code, and may commence or continue in any appropriate court or tribunal any suit or other proceeding for the enforcement of same. The Debtor expressly retains the sole right to compromise, settle, or adjust any and all claims for payment owed by another without further notice thereof to creditors and other parties in interest.

8.5 On the Effective Date of the Plan, all title to all assets constituting property of the Debtor's estate shall vest in the Debtor free and clear of all claims, interests, liens, or other charges of creditors arising prior to the Effective Date, except as otherwise expressly provided in this Plan. The Confirmation Order shall be a judicial determination of discharge of the Debtor's liabilities in accordance with 11 U.S.C. §1141. After the Confirmation Date, the Debtor shall operate and conduct affairs free of any restrictions and notice requirements of the Bankruptcy Code and the Bankruptcy Rules (including, but not limited to, the employment and compensation of professional persons), except as specifically provided for in the Plan or the Confirmation Order.

8.6 The consideration provided for in this Plan shall be in exchange for and in complete settlement, satisfaction and discharge of all claims and interests, including any claim for interest after the Petition Date. On the Confirmation Date, all creditors shall be forever precluded from asserting any claim against the Debtor or their property based upon any transaction or other activity of any kind that occurred prior to the Confirmation Date.

8.7 The Debtor shall be permitted to prepay any obligation under this Plan prior to the due date or maturity date of such obligation. There shall be no penalty for any such prepayment.

8.8 The Debtor may execute such promissory notes or deeds of trust (including amendments, restatements or modifications thereof), or any other documents necessary to effectuate the terms of this Plan.

8.9 This Court shall retain such jurisdiction over this Plan and related items to hear and determine matters in controversy as this Court is granted under applicable law.

ARTICLE IX

CLOSING OF THE CASE

At such time as this case has been fully administered, that is, when all administrative matters or issues requiring action or resolution by the Court have been completed or resolved, the Confirmation Order has become final, and payments under the Plan have commenced, this case may be closed. To close the case, the Debtor shall file a Motion for Final Decree as soon as practicable following the occurrence of the aforesaid events showing that the case has been fully administered and that the Plan has been substantially consummated. The Debtor shall continue to pay U.S. Trustee quarterly fees until the Motion for Final Decree is filed.

In the period after the Confirmation Date but before closing of the case, the Debtor may continue to avail himself of the services of professional persons whose employment was approved at or prior to the Confirmation Date in completing administration of the case and in the consummation and performance of the Plan and, if necessary, employ additional professional persons to render services in and in connection with the case. With respect to services rendered and expenses incurred in or in connection with the case by any professional person during such period, the professional person may render periodic billing thereafter to the Debtor who shall

promptly pay the same, but each such payment shall be subject to review and approval by the Court as to the reasonableness thereof, as set forth herein below. In their Motion for Final Decree, the Debtor shall detail all amounts paid during such period to professional persons as compensation for services rendered or reimbursement of expenses incurred, and with respect to which no prior application for allowance thereof has been made to the Court. At any hearing upon the Debtor's Motion for Final Decree, the Court shall consider and determine whether or not such payments shall be approved as reasonable.

ARTICLE X

CONTINUING JURISDICTION OF THE COURT

In addition to the continued jurisdiction after the Confirmation Date that is provided for as a matter of law by the Bankruptcy Code and Bankruptcy Rules, the Court shall retain exclusive jurisdiction for the following:

- (a) To determine any and all objections to the allowance, extent, priority or nature of any Claims, the amount and proper classification of the Claim of any holder and the determination of such objections as may be filed to any Claims;
- (b) To determine any and all applications for compensation and reimbursement pursuant to §330 of the Code;
- (c) To determine any and all applications for the assumption or rejection of executory contracts and unexpired leases, and the allowance of any Claims resulting from rejection thereof;
- (d) To determine any and all applications, adversary proceedings and litigated matters that may be filed in this Court;
- (e) To interpret, enter Final Orders relating to, and otherwise act upon or in regard to the terms and provisions of the Plan;

(f) To cause the correction of any defect, the curing of any omission, or the reconciliation of any inconsistency in this Plan or the Confirmation Order as may be necessary to carry out the purposes and intent of the Plan;

(g) To consider the modification of this Plan after the Confirmation Date as allowed pursuant to the Federal Rules of Bankruptcy Procedure and the Code;

(h) Except as otherwise provided in this Plan, to make any determinations and to issue any Final Orders to enforce, interpret or effectuate the Plan;

(i) To enter a Final Order concluding and terminating this case; and

(j) To determine such other matters as may be provided for in the Confirmation Order.

ARTICLE XI

NOTICE TO MEMBERS OF AHRMA

Because the Debtor has over 5,000 members, it is cost prohibitive to mail copies of the Disclosure Statement and Plan of Reorganization to the members. Therefore, the members of the Debtor shall be provided notice of the Disclosure Statement and Plan of Reorganization by the Debtor posting the documents on the web site of the American Historic Racing Motorcycle Association upon conditional approval of the Disclosure Statement. The members will be provided an opportunity to object to the Plan of Reorganization after receiving notice. Notice to the members through the website shall constitute all notice required under the Bankruptcy Code and Bankruptcy Rules.

DATED: August 15, 2007.

Respectfully submitted,

/s/ Timothy G. Niarhos

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AMERICAN HISTORIC RACING
MOTORCYCLE ASSOCIATION, LTD.

/s/ J.D. Janiec

J.D. Janiec, Chairman