

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

In re: SPORTS MARKETING, INC.,
d/b/a Team Choice,

Case No. 8:09-bk-15305-CED
Chapter: 11

Debtor _____/

**SPORTS MARKETING, INC., D/B/A TEAM CHOICE PLAN OF
REORGANIZATION, DATED NOVEMBER 5, 2009**

**ARTICLE I
SUMMARY**

This Plan of Reorganization (the “Plan”), filed under Chapter 11 of the Bankruptcy Code (the “Code”), proposes to pay creditors of Sports Marketing, Inc., d/b/a Team Choice (the “Debtor”), from increased cash flow resulting from closing and/or selling non-profitable stores, negotiating rent abatements on the remaining eight (8) stores, recovering transfers to insiders, restructuring secured debt, and the subordination of David Smith’s secured claim.

This Plan provides for five (5) classes of secured claims; two (2) classes of unsecured claims; and one (1) class of equity security holders. Unsecured creditors holding allowed claims will receive distributions which the proponent of this Plan has valued at approximately 10 cents on the dollar. This Plan also provides for the payment of administrative and priority claims to the extent permitted by the Code or the claimant’s agreement.

All creditors and equity security holders should refer to Articles III through VI of this Plan for information regarding the precise treatment of their claim. The Debtor has also circulated a Disclosure Statement (the “Disclosure Statement”) that provides more detailed information regarding this Plan and the rights of creditors and equity security holders.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one. If you do not have an attorney, you may wish to consult one.

**ARTICLE II
CLASSIFICATION OF CLAIMS AND INTERESTS**

Class 1. All allowed claims entitled to priority under § 507 of the Code (except administrative expense claims under § 507(a)(2), and priority tax claims under § 507(a)(8)).

- Class 2. David Smith, to the extent allowed as a secured claim under § 506 of the Code, which shall be subordinated to all allowed secured claims.
- Class 3. Charles Carpenter, to the extent allowed as a secured claim under § 506 of the Code.
- Class 4A. Fifth Third Bank (Term Loan), to the extent allowed as a secured claim under § 506 of the Code.
- Class 4B. Fifth Third Bank (Line of Credit), to the extent allowed as a secured claim under § 506 of the Code.
- Class 5. Lyons Financial, Inc. d/b/a US Bancorp, to the extent allowed as a secured claim under § 506 of the Code.
- Class 6. General Unsecured Creditors (Trade Vendors).
- Class 7. General Unsecured Creditors (Non-Trade Vendors).
- Class 8. General Unsecured Creditors (Credit Cards).
- Class 9. Equity Interests Holders.

ARTICLE III
TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS,
U.S. TRUSTEES FEES, AND PRIORITY TAX CLAIMS

3.01 Unclassified Claims. Under §1123(a)(1), administrative expense claims and priority tax claims are not in classes.

3.02 Administrative Expense Claims. The Debtor anticipates that it will have any administrative expense claim of approximately \$50,000.00 upon the Effective Date of the Plan.

3.03 Priority Tax Claims. Each holder of a Priority Tax claim will be paid in full over five (5) years from the Effective Date of the Plan, in annual payments. Interest will be paid at the applicable statutory rate.

3.04 U.S. Trustee Fees. All fees required to be paid by 28 U.S.C. §1930(a)(6) (U.S. Trustee Fees) will accrue and be timely paid until the case is closed, dismissed, or converted to another chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be paid on the Effective Date.

ARTICLE IV
TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN

4.01 Claims and interests shall be treated as follows under this Plan:

Class	Impairment	Treatment
Class 1 - Priority Claims	Impaired	Any such claims shall be paid in full over five (5) years without interest from the Effective Date of the Plan, in annual payments due on December 31.
Class 2 – Secured Claim of David Smith	Impaired	Creditor has agreed to waive his Class 2 claim for release of certain guarantees as set forth in Section 9.02 below.
Class 3 – Secured Claim of Charles Carpenter	Impaired	Creditor’s claim shall be valued and creditor shall be paid the total value of his allowed secured claim, together with five percent (5%) interest, amortized over three (3) years. Annual payments shall begin fifteen (15) days after the Effective Date of the Plan and shall thereafter be paid on January 1 st . Creditor shall receive a Class 7 claim for any remaining deficiency.
Class 4A–Secured claim of Fifth Third Bank, N.A. (Term Loan)	Impaired	Creditor’s claim shall be valued and creditor shall be paid the total value of its allowed secured claim, together with five percent (5%) interest, amortized over five (5) years. Annual payments shall begin fifteen (15) days after the Effective Date of the Plan and shall thereafter be paid on January 1 st . Creditor shall receive a Class 7 claim for any remaining deficiency.
Class 4B – Secured claim of Fifth Third Bank, N.A. (Line of Credit)	Impaired	Creditor’s claim shall be valued and creditor shall be paid the total value of its allowed secured claim, together with five percent (5%) interest, amortized over twenty (20) years with an initial payment to be made fifteen (15) days after the Effective Date of the Plan, and on January 1 st every year thereafter, with a final balloon payment to be made on January 1, 2015. Creditor shall receive a Class 7 claim for any remaining deficiency.

Class 5- Secured Claim of Lyons Financial, Inc. d/b/a US Bancorp	Impaired	Creditor shall have an allowed secured claim in the amount of \$16,500 which shall be paid to creditor, together with 5% interest, amortized over sixty (60) months. Monthly payments shall be in the amount of \$311.28. Creditor shall have a Class 7 claim for the deficiency.
Class 6 – General Unsecured Creditors (Trade Vendors)	Impaired	Holders of allowed unsecured claims shall be paid ten percent (10%) of the total value of their allowed claim, without interest, in five (5) annual installments beginning fifteen (15) days after the Effective Date of the Plan.
Class 7 – General Unsecured Creditors (Non-Trade Vendors)	Impaired	Holders of allowed unsecured claims shall be paid ten percent (10%) of the total value of their allowed claim, without interest, in five (5) annual installments beginning fifteen (15) days after the Effective Date of the Plan.
Class 8 – General Unsecured Creditors (Credit Cards)	Impaired	Holders of allowed unsecured claims shall be paid ten percent (10%) of the total value of their allowed claim, without interest, in five (5) annual installments beginning fifteen (15) days after the Effective Date of the Plan.
Class 9- Equity Interest	Impaired	Existing equity shall be cancelled and new equity shall be issued to the prior equity holders in amounts equal to the percentage of ownership each equity holder held on the Petition Date in exchange for a capital contribution of \$10,000.00.

ARTICLE V
ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.01 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either: (i) a proof of claim has been filed or deemed filed, and the Debtor or another party in interest has filed an objection; or (ii) no proof of claim has been filed, and the Debtor has scheduled such claim as disputed, contingent, or unliquidated.

5.02 Delay of Distribution on a Disputed Claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.03 Settlement of Disputed Claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

ARTICLE VI
PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

6.01 Assumed Executory Contracts and Unexpired Leases.

(a) The Debtor assumes the following executory contracts and/or unexpired leases effective upon the effective date of this Plan as provided in Article VII.

- Unexpired Lease dated August 27, 2004, by and between Coral-CS/Ltd. Associates (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated October 22, 2009.
- Unexpired Lease dated July 30, 2004, by and between Melbourne/JCP – Associates, Ltd. (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated October 22, 2009.
- Unexpired Lease dated March 20, 2001, by and between Edison Mall Business Trust (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated October 22, 2009.
- Unexpired Lease dated August 17, 2005, by and between Port Charlotte Mall, LLC (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated October 22, 2009.
- Unexpired Lease dated August 4, 1999, by and between Florida Mall Associates, Ltd. (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated October 22, 2009.
- Unexpired Lease dated August 2, 1999, by and between Treasure Coast – JCP Associates, Ltd. (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated October 22, 2009.
- Unexpired Lease dated April 14, 2005 by and between Opry Mills Limited Partnership (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated October 22, 2009.
- Unexpired Lease dated March 6, 2006 by and between Brandon Shopping Center Partners LTD (“Landlord”) and Sports Marketing, Inc. (“Tenant”) as amended by that certain lease amendment dated November 5, 2009.

(b) Upon the Effective Date of the Plan, the Debtor will be conclusively deemed to have rejected all executory contracts and/or unexpired leases not expressly assumed under section 6.01(a) unless before the date of the order confirming this Plan. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later thirty (30) days after the date of the order confirming this Plan.

ARTICLE VII
MEANS FOR IMPLEMENTATION OF THE PLAN

Debtor shall fund the Plan from cash flow. In addition, David Smith has agreed to waive his Class 2 secured claim. Furthermore, Debtor together with Simon Properties, Inc. and Brandon Shopping Center Partners LTD, respectively, have executed modifications to the non-residential leases for the remaining eight (8) stores. The modified leases specifically provide for rent reductions retroactive to August 2009, through January 2011, thus reducing Debtor's annual rent by approximately \$410,000.00 for at least eighteen (18) months. Debtor will also be filing motions to value Charles Carpenter's claim and the Bank's claims such that the foregoing claims may be bifurcated into an allowed secured claim and a resulting general unsecured claim for any remaining deficiency. Furthermore, Debtor filed a motion to value the secured claim of Lyons Financial, Inc. d/b/a US Bancorp ("US Bancorp") and reached an agreement with the creditor such that US Bancorp's claim was bifurcated into a \$16,500.00 secured claim and a general unsecured claim for the remaining deficiency. Additionally, the Debtor has recovered \$20,000.00 in transfers to insiders and will pursue the Retained Causes of Action and Retained Claims as described in the Plan of Reorganization. Finally, the equity security holders will be making a \$10,000.00 capital contribution. The foregoing will enable the Debtor to reorganize and generate sufficient working capital to make the Plan Payments.

ARTICLE VIII
GENERAL PROVISIONS

8.01 Definitions and Rules of Construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.

8.02 Effective Date of Plan. The effective date of this Plan, (the "Effective Date") is the eleventh day following the date of the entry of the order of confirmation. But if a stay of the confirmation order is in effect on that date, the effective date will be the first business day after that date on which no stay of the confirmation order is in effect, provided that the confirmation order has not been vacated.

8.03 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

8.04 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon, and will inure to the benefit of the successors or assigns of such entity.

8.05 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

8.06 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Florida govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

8.07 Corporate Governance. The corporate charter of the Debtor shall be amended to prohibit the issuance of non-voting equity securities and to provide that the Debtor shall have only one class of equity and the holders of such equity shall have voting power that is commensurate with their percentage ownership in the reorganized debtor. Provided however, the Director shall remain the person in control of the Debtor, subject to court order, to implement the provisions of the Joint Plan.

8.08 Retained Claims and Retained Causes of Action. All claims assertable under Article 5 of the Bankruptcy Code and claims under Fla. Stat. Chapter 726 (state law fraudulent transfer claims) and 607 (corporate statute for improper distributions/dividends) and claims under other states' similar statutes (the "**Retained Causes of Action**" or "**Retained Claims**") are preserved and retained under the Plan. Any net proceeds (after payment of fees and costs associated with pursuing the Retained Claims) realized from the Retained Causes of Action or Retained Claims will be used to help implement Plan Payments. A Retained Cause of Action shall not, under any circumstances, be waived as a result of the failure of the Debtor to describe such Retained Cause of Action with specificity in the Plan or the Disclosure Statement or identify the potential defendant; nor shall the Debtor be estopped or precluded under any theory from pursuing a Retained Cause of Action. Nothing in the Plan operates as a release of any of the Retained Causes of Action. The allowance of any claim shall not act as a bar or defense of any Retained Claim or Retained Cause of Action.

ARTICLE IX

DISCHARGE OF DEBTOR

9.01. Reorganized Debtor. Except as otherwise expressly provided in this Plan or in the order confirming this Plan, as may be amended or modified (the "Confirmation Order"), the Confirmation Order shall operate as a discharge, pursuant to Section 1141(d) of the Bankruptcy Code, to the fullest extent permitted by applicable law, as of the Effective Date of the Plan, of any and all debts of, and claims of any nature whatsoever against the Debtor that arose at any time prior to the Confirmation Date, including any and all claims for principal and interest, whether accrued before, on or after the Petition Date.

and all debts of, and claims of any nature whatsoever against the Debtor that arose at any time prior to the Confirmation Date, including any and all claims for principal and interest, whether accrued before, on or after the Petition Date.

ARTICLE X
RELEASE OF DAVID SMITH, NON-DEBTOR

10.01. Release of David Smith. As of the Effective Date of the Plan, with respect to Class 6 and Class 8 claims only, David Smith shall be forever discharged and released from any and all personal guarantees executed for the benefit of Sports Marketing, Inc. d/b/a Team Choice to the fullest extent permitted by applicable law in exchange for Mr. Smith waiving his secured Class 2 claim.

ARTICLE XI
OTHER PROVISIONS

A. Modification of Plan

The Plan Proponent may modify the Plan at any time before confirmation of the Plan. However, the Court may require a new disclosure statement and/or re-voting on the Plan.

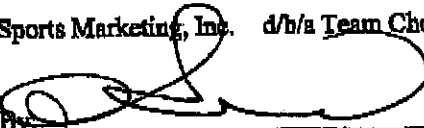
The Plan Proponent may also seek to modify the Plan at any time after confirmation only if (1) the Plan has not been substantially consummated; and (2) the Court authorizes the proposed modifications after notice and a hearing.

B. Final Decree

Once the Estate has been fully administered, as provided in Rule 3022 of the Federal Rules of Bankruptcy Procedure, the Plan Proponent, or such other party as the Court shall designate in the Plan Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case. Alternatively, the Court may enter such a final decree on its own motion.

Respectfully submitted,

Sports Marketing, Inc. d/b/a Team Choice

By: 

David Smith, President

By: /s/ Richard J. McIntyre
Richard M. McIntyre