

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MONTANA**

In re

MOONLIGHT BASIN RANCH, LP,

Debtor.

Case No. **09-62327-11**

In re

**LONE MOUNTAIN FOOD &
BEVERAGE, LLC,**

Debtor.

Case No. **09-62328-11**

In re

MOONLIGHT LODGE, LLC,

Debtor.

Case No. **09-62329-11**

In re

MOONLIGHT GOLF, LLC ,

Debtor.

Case No. **09-62330-11**

In re

MOONLIGHT SPA, LLC ,

Debtor.

Case No. **09-62331-11**

In re

MOONLIGHT BASIN, LLC ,

Debtor.

Case No. **09-62332-11**

In re

MOONLIGHT BASIN MEZZ, LLC,

Debtor.

Case No. **09-62334-11**

In re

**MOUNTAIN TOP CONSTRUCTION
COMPANY, LLC,**

Debtor.

Case No. **09-62370-11**

In re

TREELINE SPRINGS, LLC,

Debtor.

Case No. **09-62368-11**

MEMORANDUM and ORDER

At Butte in said District this 26th day of October, 2011.

Moonlight Basin Ranch L.P., Lone Mountain Food & Beverage LLC, Moonlight Basin, LLC, Moonlight Golf, LLC, Moonlight Lodge, LLC, Moonlight Basin Mezz, LLC, Moonlight Spa, LLC, Mountain Top Construction Co., LLC, and Treeline Springs, LLC, as debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), jointly proposed and filed with the United States Bankruptcy Court for the District of Montana (the “Bankruptcy Court”) on September 2, 2011, a Second Amended Joint Chapter 11 Plan of Moonlight Basin

Ranch and Its Affiliated Debtors (the “Plan”).¹ See docket entry no. 832 along with the amended schedules 1 found at docket entry nos. 926 and 959. Following a hearing held September 7, 2011, the Bankruptcy Court entered an Order on September 8, 2011, approving the Debtors' Disclosure Statement for Second Amended Joint Chapter 11 Plan of Moonlight Basin Ranch and Its Affiliated Debtors, dated September 2, 2011 (the “Disclosure Statement”), and scheduled the hearing on confirmation of the Debtors' Plan. After due notice, a hearing on confirmation of the Debtors' Plan was held October 17, 2011, in Missoula. Attorney James A. Patten of Billings, Montana and Stanley T. Kaleczyc of Helena, Montana appeared at the hearing on behalf of the Debtors; Doug James of Billings, Montana and Ronit Berkovich of New York, New York appeared at the hearing on behalf of Lehman Commercial Paper, Inc. and Lehman Brothers Holdings, Inc.; Benjamin C. Tiller of Helena, Montana appeared at the hearing on behalf of the Golf Club Member *ad hoc* Committee; and Michael J. Lilly of Bozeman, Montana appeared at the hearing on behalf of Lee Poole. Gerrit Cormany and Russ McElyea testified and the Debtors' Exhibit 85 was admitted into evidence without objection.

At the beginning of the hearing, counsel for Debtor and for the Golf Club Member *ad hoc* Committee advised of a settlement that resolved numerous objections to claim and resolved the Golf Club Member *ad hoc* Committee's Motion for Order Setting Estimated Value of Certain Claims; Allowing Claims for Purposes of Accepting or Rejecting Plan; [and] Separately Classifying Certain Unsecured Claims. As part of the settlement, the parties further agree that 78 unidentified golf members, who have paid their dues current, will receive two free ski passes for the 2011-2012 ski season. With the foregoing resolution, all members of the Golf Club Member

¹ Capitalized terms used but not otherwise defined shall have the meanings ascribed to such terms in the Plan.

ad hoc Committee who cast ballots rejecting approval of the Debtors' Plan are deemed to have withdrawn their ballots. Thus, all creditors entitled to vote on acceptance or rejection of Debtor's Plan who have cast ballots, have voted to accept the Debtor's Plan.

A. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding. The Bankruptcy Court has jurisdiction over the Debtors' chapter 11 cases pursuant to 28 U.S.C. § 1334. Venue is proper before this Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b) as it arises in and under the Bankruptcy Code, and this Bankruptcy Court has exclusive jurisdiction to enter a final order with respect to confirmation of the Plan. The Debtors are eligible debtors under section 109 of the Bankruptcy Code. The Debtors are proper plan proponents under section 1121(a) of the Bankruptcy Code.

C. Chapter 11 Petitions. Commencing on November 18, 2009, each Debtor commenced with this Bankruptcy Court a voluntary case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Cases"). The Debtors are authorized to continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee has been appointed pursuant to section 1104 of the Bankruptcy Code. No statutory committee of unsecured creditors has been appointed pursuant to section 1102 of the Bankruptcy Code. Further, in accordance with an order of this Bankruptcy Court, the Debtors' cases are being jointly administered pursuant to Bankruptcy Rule 1015(b).

D. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket

of the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court, including¹ all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of the Chapter 11 Cases.

E. Burden of Proof. The Debtors have the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. Each Debtor has met such burden.

F. Adequacy of Disclosure Statement. Pursuant to the Disclosure Statement Order, the Bankruptcy Court approved the Disclosure Statement and found, among other things, that the Disclosure Statement contained “adequate information” within the meaning of section 1125 of the Bankruptcy Code and authorized the Debtors to solicit acceptances and rejections of the Plan.

G. Voting. Votes to accept or reject the Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Montana (the “Local Rules”), and applicable nonbankruptcy law.

H. Solicitation. The Plan, the Disclosure Statement, the Disclosure Statement Order, the Notice of Assumption, Assignment, and Cure, and the Ballots were transmitted and served in compliance with the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, the Local Rules, the Disclosure Statement Order, and the Solicitation Procedures Order. The form of

¹ For avoidance of doubt, as used in this Confirmation Order, the word “including” means “including without limitation.”

the Ballot adequately addresses the particular needs of these Chapter 11 Cases and is appropriate for holders of Moonlight Mezz Class 2 (Other Secured Claims), Moonlight Mezz Class 3 (Prepetition Lender Secured Claims), Moonlight Mezz Class 4 (General Unsecured Claims), Moonlight Mezz Class 5 (Convenience Claims), each Subsidiary Debtor Class 2 (Other Secured Claims), each Subsidiary Debtor Class 3 (Prepetition Lender Secured Claims), each Subsidiary Debtor Class 4 (General Unsecured Claims), and each Subsidiary Debtor Class 5 (Convenience Claims) – the Classes of Claims entitled under the Plan to vote to accept or reject the Plan. The period during which the Debtors solicited acceptances to the Plan was a reasonable period of time for holders to make an informed decision to accept or reject the Plan. The Debtors were not required to solicit votes from the holders of Moonlight Mezz Class 1 (Priority Non-Tax Claims) and each Subsidiary Debtor Class 1 (Priority Non-Tax Claims) as each of these Classes is unimpaired under the Plan, and thus, deemed to accept the Plan. The Debtors also were not required to solicit votes from the holders of Moonlight Mezz Class 6 (Equity Interests) and each Subsidiary Debtor Class 6 (Equity Interests), as these classes will not receive any recovery under the Plan, and thus, are deemed to reject the Plan. The transmittal and service of the Plan, the Disclosure Statement, the Ballots, the Notice of Assumption, Assignment, and Cure, and the Disclosure Statement Order (all of the foregoing, the “Solicitation”) was timely, adequate and sufficient under the circumstances. The Solicitation of acceptances and rejections with respect to the Plan was appropriate and satisfactory based upon the circumstances of the Debtors, was conducted in good faith, and was in compliance with the provisions of the Disclosure Statement, the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable rules, laws, and regulations. The Debtors, the Lenders, their respective

successors, predecessors, control persons, members, officers, directors, employees, and agents and the respective attorneys, financial advisors, investment bankers, accountants, and other professionals retained by such persons, the Post-Effective Date Debtors, and any and all affiliates, members, managers, shareholders, partners, employees, attorneys, and advisors of the foregoing are entitled to the protections of section 1125(e) of the Bankruptcy Code.

I. Notice. The transmittal and service of the Plan, the Disclosure Statement, the Disclosure Statement Order, the Notice of Assumption, Assignment, and Cure, and the Ballots were adequate and sufficient under the circumstances, and all parties required to be given notice of the Confirmation Hearing (including the deadline for filing and serving objections to confirmation of the Plan or to the assumption and assignment of executory contracts and unexpired leases under the Plan and the deadline for submitting Ballots accepting or rejecting the Plan) have been given due, proper, timely, and adequate notice in accordance with the Disclosure Statement Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice or re-solicitation is required.

J. Plan Administrator. The Debtors entered into that certain letter agreement with James A. Patten, dated October 24, 2011 (the "Plan Administrator Engagement Letter").

K. Administrative Expense Claims. The Debtors maintain accurate books and records of all amounts owed for goods and services provided to the Debtors postpetition.

Compliance with the Requirements of Section 1129 of the Bankruptcy Code

L. Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)).
The Plan complies with the applicable provisions of the Bankruptcy Code and, as required by

Bankruptcy Rule 3016, the Plan is dated and identifies the Debtors as proponents, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

(a) Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). In addition to DIP Financing Claims, Administrative Expense Claims, Professional Compensation and Reimbursement Claims, and Priority Tax Claims, which need not be classified, Article IV of the Plan classifies fifty-four (54) Classes of Claims and Equity Interests for the Debtors. The Claims and Equity Interests placed in each Class are substantially similar to the other Claims and Equity Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Equity Interests created under the Plan. The Plan therefore satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) Specified Treatment of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Articles V and VI of the Plan specify that Moonlight Mezz Class 1 (Priority Non-Tax Claims) and each Subsidiary Debtor Class 1 (Priority Non-Tax Claims) are unimpaired under the Plan within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

(c) Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Articles V and VI of the Plan designate Moonlight Mezz Class 2 (Other Secured Claims), Moonlight Mezz Class 3 (Prepetition Lender Secured Claims), Moonlight Mezz Class 4 (General Unsecured Claims), Moonlight Mezz Class 5 (Convenience Claims), Moonlight Mezz Class 6 (Equity Interests), each Subsidiary Debtor Class 2 (Other Secured Claims), each Subsidiary Debtor Class 3 (Prepetition Lender Secured Claims), each Subsidiary Debtor Class 4 (General Unsecured Claims), each Subsidiary Debtor Class 5 (Convenience Claims), and each Subsidiary

Class 6 (Equity Interests), respectively, as impaired within the meaning of section 1124 of the Bankruptcy Code and specify the treatment of the Claims and Equity Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

(d) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment for each Claim or Equity Interest in each respective Class unless the holder of a particular Claim or Equity Interest has agreed to a less favorable treatment of such Claim or Equity Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

(e) Implementation of the Plan (11 U.S.C. § 1123(a)(5)). The Plan provides adequate and proper means for the implementation of the Plan, thereby satisfying section 1123(a)(5) of the Bankruptcy Code.

(f) Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). The Plan provides for the transfer of the Debtor Purchased Assets to the Lender Designee(s), the liquidation of the Debtor Excluded Assets, and the dissolution of the Post-Effective Date Debtors. As such, the Plan does not provide for the issuance of non-voting equity securities, and the Plan satisfies section 1123(a)(6).

(g) Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). No new officers or directors will be selected with respect to any of the Debtors. Pursuant to Section 8.4 of the Plan, on the Effective Date, the authority, power, and incumbency of the persons then acting as directors and officers of the Debtors shall be terminated and such directors and officers shall be deemed to have resigned, and the Plan Administrator shall have the powers of an officer of the Post-Effective Date Debtors. The Plan satisfies section 1123(a)(7).

(h) Impairment/Unimpairment of Classes of Claims and Equity Interests

(11 U.S.C. § 1123(b)(1)). Pursuant to Articles V and VI of the Plan, Moonlight Mezz Class 2 (Other Secured Claims), Moonlight Mezz Class 3 (Prepetition Lender Secured Claims), Moonlight Mezz Class 4 (General Unsecured Claims), Moonlight Mezz Class 5 (Convenience Claims), Moonlight Mezz Class 6 (Equity Interests), each Subsidiary Debtor Class 2 (Other Secured Claims), each Subsidiary Debtor Class 3 (Prepetition Lender Secured Claims), each Subsidiary Debtor Class 4 (General Unsecured Claims), each Subsidiary Debtor Class 5 (Convenience Claims), and each Subsidiary Class 6 (Equity Interests) are impaired.

(i) Assumption and Rejection (11 U.S.C. § 1123(b)(2)). Article X of the Plan, Schedule 1 to the Plan, and any amendment thereto address the assumption and assignment and rejection of executory contracts and unexpired leases, and meet the requirements of sections 365(b) and 1123(b)(2) of the Bankruptcy Code.

(j) Settlement, Adjustment, and Retention of Claims and Interests (11 U.S.C. § 1123(b)(3)(A) and 1123(b)(3)(B)). Pursuant to the Plan and the Settlement and Sale Agreement, the Debtors are releasing certain claims against the Lenders and the Third Party Defendants. However, pursuant to Section 12.5 of the Plan, except as expressly provided in the Plan or the Settlement and Sale Agreement, nothing contained in the Plan or this Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or Causes of Action that the Debtors may have or choose to assert on behalf of their respective Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, without limitation, (i) any and all Claims against any person or entity, to the extent such person or entity asserts a crossclaim, counterclaim, and/or Claim for setoff which seeks affirmative relief against the Debtors, their officers, directors, or representatives and (ii) the turnover of any property of the

Debtors' Estates. Thus, the Plan complies with sections 1123(b)(3)(A) and 1123(b)(3)(B) of the Bankruptcy Code.

(k) Sale of Substantially All Assets (11 U.S.C. § 1123(b)(4)). The Plan provides for the sale, transfer, and/or conveyance of substantially all of the Debtors' assets to the Lender Designee(s) pursuant to the terms of the Settlement and Sale Agreement. In connection therewith, and in accordance with the terms of the Settlement and Sale Agreement and the Plan, the Lenders have agreed to fund substantial payments to creditors. Thus, the Plan complies with section 1123(b)(4) of the Bankruptcy Code.

(l) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). The provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1123(b)(6) of the Bankruptcy Code.

(m) Debtors Are Not Individuals (11 U.S.C. § 1123(c)). The Debtors are not individuals, and accordingly, section 1123(c) of the Bankruptcy Code is inapplicable to these chapter 11 cases.

(n) Cure of Defaults (11 U.S.C. § 1123(d)). Section 10.1 of the Plan provides that, except as may otherwise be agreed to by the parties, within 60 days after the Effective Date, the applicable Lender Designee(s) will Cure any and all undisputed defaults under the executory contracts and unexpired leases to be assumed and assigned to the Lender Designee(s) under the Plan by paying the cure amounts set forth on Schedule 1 to the Plan. All disputed defaults that are required to be Cured will be Cured within 60 days of the entry of a Final Order determining the amount, if any, of such liability, or as may otherwise be agreed to by the parties. Thus, the Plan complies with section 1123(d) of the Bankruptcy Code.

M. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C.

§ 1129(a)(2)). The Debtors have complied with the applicable provisions of the Bankruptcy Code. Specifically:

(a) Each of the Debtors is an eligible debtor under section 109 of the Bankruptcy Code; and

(b) The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Bankruptcy Court, and in transmitting the Plan, the Disclosure Statement, the Disclosure Statement Order, the Notice of Assumption, Assignment, and Cure, the Ballots, and related documents and notices and in soliciting and tabulating the votes on the Plan, the Debtors have complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126(b), the Bankruptcy Rules, the Local Rules, applicable nonbankruptcy law, the Disclosure Statement Order, the Solicitation Procedures Order, and all other applicable law.

N. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan (including, without limitation, the Settlement and Sale Agreement and any other documents necessary to effectuate the Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtors' good faith is evident from the facts and record of these Chapter 11 Cases, the Disclosure Statement, and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The Plan was proposed with the legitimate and honest purpose of maximizing distributions to creditors and to effectuate a transfer of the Debtor Purchased Assets and Insider Purchased Assets to the Lender Designee(s) to ensure the continued operation of the Debtors' businesses.

The Plan (including all documents necessary to effectuate the Plan) was negotiated at arms' length among representatives of the Debtors, the Lenders, the Insiders, and their respective professionals. The individual signatories to the Settlement and Sale Agreement support confirmation of the Plan. Further, the Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arms' length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and each are integral to the Plan and supported by valuable consideration.

O. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)).

(a) Any payment made or to be made by the Debtors for services or for costs and expenses of the Debtors' professionals in connection with their Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable, thereby satisfying section 1129(a)(4) of the Bankruptcy Code.

(b) All Professional Compensation and Reimbursement Claims through the Effective Date remain subject to final review by the Bankruptcy Court.

P. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with section 1129(a)(5) of the Bankruptcy Code. The Debtors are liquidating and, as such, will have no ongoing officers and directors. To the extent that the appointment of the Plan Administrator implicates section 1129(a)(5), the Plan Administrator's identity and affiliations were disclosed in the Plan Administrator Engagement Letter, and such appointment was made in consultation with the Lenders and is in the best interests of all creditors. The salient terms of the Plan Administrator's employment, including the Plan Administrator's duties and

compensation, are set forth in the Plan Administrator Engagement Letter. As such, the Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

Q. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not provide for rate changes by any of the Post-Effective Debtors. Thus, section 1129(a)(6) of the Bankruptcy Code is not applicable in these Chapter 11 Cases.

R. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis provided in the Disclosure Statement and other evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each holder of an impaired Claim or Equity Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Equity Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

S. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Moonlight Mezz Class 1 (Priority Non-Tax Claims) and each Subsidiary Debtor Class 1 (Priority Non-Tax Claims) are Classes of unimpaired Claims that are conclusively presumed to have accepted the Plan in accordance with section 1126(f) of the Bankruptcy Code. Moonlight Mezz Class 3 (Prepetition Lender Secured Claims), Moonlight Mezz Class 4 (General Unsecured Claims), Moonlight Basin Ranch L.P. Class 2 (Other Secured Claims), each Subsidiary Debtor Class 3 (Prepetition Lender Secured Claims), each Subsidiary Debtor Class 4 (General Unsecured Claims), Moonlight Basin Ranch L.P. Class 5 (Convenience Claims), and Moonlight Basin LLC Class 5 (Convenience Claims), which are impaired Classes of Claims eligible to vote, have

affirmatively voted to accept the Plan in accordance with section 1126(c) of the Bankruptcy Code. As such, section 1129(a)(8) is satisfied with respect to these Classes. There are no holders of Claims in Moonlight Mezz Class 2 (Other Secured Claims), Lone Mountain Food & Beverage LLC Class 2 (Other Secured Claims), Moonlight Lodge, LLC Class 2 (Other Secured Claims), Moonlight Golf, LLC Class 2 (Other Secured Claims), Moonlight Spa, LLC Class 2 (Other Secured Claims), Moonlight Basin, LLC Class 2 (Other Secured Claims), Treeline Springs, LLC Class 2 (Other Secured Claims), Mountain Top Construction, LLC Class 2 (Other Secured Claims), Moonlight Mezz Class 5 (Convenience Claims), Lone Mountain Food & Beverage LLC Class 5 (Convenience Claims), Moonlight Lodge, LLC Class 5 (Convenience Claims), Moonlight Golf, LLC Class 5 (Convenience Claims), Moonlight Spa, LLC Class 5 (Convenience Claims), Treeline Springs, LLC Class 5 (Convenience Claims), or Mountain Top Construction, LLC Class 5 (Convenience Claims) and, accordingly, no votes were cast in such Classes. No impaired Class in which there are holders of Claims has voted to reject the Plan. In addition, Moonlight Mezz Class 6 (Equity Interests) and each Subsidiary Debtor Class 6 (Equity Interests) are deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code because they will not receive or retain any property on account of their interests in the Debtors. The Plan may nevertheless be confirmed because the Plan satisfies section 1129(b) of the Bankruptcy Code with respect to Moonlight Mezz Class 6 and each Subsidiary Debtor Class 6.

T. Treatment of Administrative Expense Claims, Priority Tax Claims, and Other Priority Claims (11 U.S.C. § 1129(a)(9)). The Treatment of Allowed Administrative Expense Claims pursuant to Section 3.2 of the Plan, as modified by this Confirmation Order, satisfies the requirements of section 1129(a)(9)(A) of the Bankruptcy Code. The treatment of

Priority Non-Tax Claims pursuant to Sections 5.1 and 6.1 of the Plan satisfies the requirements of section 1129(a)(9)(B) of the Bankruptcy Code. The treatment of Priority Tax Claims pursuant to Section 3.4 of the Plan satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code. On and after the Effective Date, all Allowed Administrative Expense Claims, Priority Tax Claims, and Priority Non-Tax Claims shall be paid as set forth in the Plan and this Confirmation Order.

U. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). Moonlight Mezz Class 3 (Prepetition Lender Secured Claims), Moonlight Mezz Class 4 (General Unsecured Claims), Moonlight Basin Ranch L.P. Class 2 (Other Secured Claims), each Subsidiary Debtor Class 3 (Prepetition Lender Secured Claims), each Subsidiary Debtor Class 4 (General Unsecured Claims), Moonlight Basin Ranch L.P. Class 5 (Convenience Claims), and Moonlight Basin LLC Class 5 (Convenience Claims) voted to accept the Plan by the requisite majorities, determined without including any acceptance of the Plan by any insider, thereby satisfying the requirements of section 1129(a)(10) of the Bankruptcy Code.

V. Feasibility (11 U.S.C. § 1129(a)(11)). The information in the Disclosure Statement and the evidence proffered or adduced at the Confirmation Hearing (i) is persuasive and credible, (ii) has not been controverted by other evidence, and (iii) establishes that the Plan is feasible and that there is a reasonable prospect of the Debtors being able to meet their financial obligations under the Plan because proceeds of the Cash Reserves, which will consist of funds paid by LCPI, will be sufficient to satisfy all of the Debtors' obligations under the Plan.

W. Payment of Fees (11 U.S.C. § 1129(a)(12)). All fees currently payable under section 1930 of title 28, United States Code, as determined by the Bankruptcy Code, have

been or will be paid on or before the Effective Date pursuant to Section 14.2 of the Plan, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code.

X. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtors have no obligations with respect to retiree benefits. Accordingly, section 1129(a)(13) of the Bankruptcy Code is inapplicable to these Chapter 11 Cases.

Y. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtors are not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

Z. Debtors Are Not Individuals (11 U.S.C. § 1129(a)(15)). The Debtors are not individuals, and accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

AA. No Applicable Nonbankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Debtors are each a moneyed, business, or commercial corporation, and accordingly, section 1129(a)(16) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

BB. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). No impaired Class in which there are holders of Claims voted to reject the Plan. The only impaired Classes that have rejected the plan or are deemed to have rejected the Plan are Moonlight Mezz Class 6 (Equity Interests) and each Subsidiary Debtor Class 6 (Equity Interests). Accordingly, the Debtors must satisfy section 1129(b) of the Bankruptcy Code with respect to these Classes. Based upon the evidence proffered, adduced, and presented by the Debtors at the Confirmation

Hearing, the Plan does not discriminate unfairly and is fair and equitable with respect the aforementioned Classes, as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code. The Plan does not unfairly discriminate with respect to Moonlight Mezz Class 6 (Equity Interests) and each Subsidiary Debtor Class 6 (Equity Interests) because there is no other class with the same priority. The Plan is also fair and equitable because no holder of any interest that is junior to each of the aforementioned Classes will receive or retain any property under the Plan on account of such junior interest, and no holder of a Claim in a Class senior to such Classes is receiving more than 100% recovery on account of its Claim. Thus, the Plan may be confirmed notwithstanding the deemed rejection of the Plan by these Classes.

CC. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in each of these Chapter 11 Cases, and accordingly, section 1129(c) of the Bankruptcy Code is satisfied.

DD. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the United States Securities Act of 1933, as amended, and no governmental entity has objected to the confirmation of the Plan on any such grounds. The Plan, therefore, satisfies the requirements of section 1129(d) of the Bankruptcy Code.

EE. Small Business Case (11 U.S.C. § 1129(e)). None of the Chapter 11 Cases are “small business case[s],” as that term is defined in the Bankruptcy Code, and, accordingly, section 1129(e) of the Bankruptcy Code is inapplicable.

FF. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before the Bankruptcy Court in these Chapter 11 Cases, including evidence presented at the

Confirmation Hearing, the Debtors, the Lenders, and their respective successors, predecessors, control persons, members, officers, directors, employees, and agents and the respective attorneys, financial advisors, investment bankers, accountants, and other professionals retained by such persons (i) have acted in “good faith” within the meaning of section 1125(e) of the Bankruptcy Code in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with all their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in section 1125 of the Bankruptcy Code and (ii) shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer, issuance and solicitation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of the securities under the Plan, and are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and, to the extent such parties are listed therein, the exculpation and release provisions set forth in Article XII of the Plan.

GG. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. Implementation. All documents necessary to implement the Plan, including the Settlement and Sale Agreement, and all other relevant and necessary documents have been negotiated in good faith and at arms’ length and shall, upon completion of

documentation and execution, be valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

II. Injunction, Exculpation, and Releases. The Bankruptcy Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunction, exculpation and releases set forth in Article XII of the Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunction and approval of the releases set forth in Article XII of the Plan if, as has been established here based upon the record in the Chapter 11 Cases and the evidence presented at the Confirmation Hearing, such provisions (i) are integral to the agreement among the various parties in interest, including as reflected in the Settlement and Sale Agreement, and are essential to the formulation and implementation of the Plan, as provided in section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Debtors' estates, including substantial payments to unsecured creditors notwithstanding that the Lenders have Liens on all of the Debtors' assets and the value of such assets is insufficient to satisfy the Lenders' Claims, (iii) are fair, equitable and reasonable, and (iv) are in the best interests of the Debtors, their estates, and parties in interest. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), this Bankruptcy Court finds that such releases, exculpations, and injunctions set forth in the Plan and implemented by this Confirmation Order are fair, equitable, reasonable, and integral elements of the resolution of these Chapter 11 Cases and the Adversary Proceeding, are an essential component of the Settlement, and are in the best interests of the Debtors, the Post-Effective Date Debtors and their estates, creditors and equity holders. The releases of non-Debtors under the Plan are fair and are necessary to the Plan and are fair to holders of Claims and are given in exchange for and are supported by fair, sufficient, and

adequate consideration provided by each and all of the parties receiving such releases. The exculpations granted under the Plan are reasonable in scope and duration. Such provisions protect the necessary parties to the bankruptcy along with their professionals from all claims arising after the Commencement Date in connection with or related to the Chapter 11 Cases or the operations of the Debtors' business during the Chapter 11 Cases other than claims of gross negligence or willful misconduct, and, are therefore narrow in scope. Further, the exculpations are limited to the time period between the Commencement Date and the Effective Date, and, are therefore limited in duration. The exculpation provisions are permissible under section 1123(b)(3)(A) of the Bankruptcy Code. The record of the Confirmation Hearing and these Chapter 11 Cases is sufficient to support the releases, exculpation, and injunction provided for in Article XII of the Plan. Accordingly, based upon the record of these Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Confirmation Hearing, this Bankruptcy Court finds that the injunction, exculpation, and releases set forth in Article XII of the Plan are consistent with the Bankruptcy Code and applicable law. The failure to implement the injunction, exculpation and releases would seriously impair the Debtors' ability to confirm the Plan.

JJ. Settlement. Except as otherwise provided in the Plan and this Confirmation Order, the Plan represents a settlement between and among the Debtors and their creditors and equity holders of all Claims against, Equity Interests in, and litigation against the Debtors, pending or threatened, or that was or could have been commenced against the Debtors prior to the date of entry of this Confirmation Order (other than the Plan Administrator's ability

to prosecute objections to Claims and other retained causes of action to the extent preserved under the Plan).

KK. Good Faith. The Debtors and the Lenders will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, settlements, transactions, and transfers contemplated thereby, (ii) take the actions authorized and directed by this Confirmation Order, and (iii) consummate the Settlement and Sale Agreement. The Lenders are purchasing the Debtor Purchased Assets in good faith and the Lenders have otherwise proceeded in good faith in connection with these proceedings. As a result of the foregoing, the Debtors and the Lenders are entitled to the protections of section 363(m) of the Bankruptcy Code.

LL. Conditions to Effective Date. The Conditions to the Effective Date set forth in Section 11.2 of the Plan may be waived, in whole or in part, at any time by the Debtors, upon obtaining consent of the Lenders, subject to Section 11.3 of the Plan, without notice, leave, or order of the Bankruptcy Court; provided, however, that notwithstanding the foregoing, only the Lenders shall have the right to waive the conditions to the Effective Date set forth in Sections 11.2(a), 11.2(c), 11.2(d), 11.2(e) and 11.2(g) of the Plan, and the conditions to the Effective Date set forth in Sections 11.2(a), 11.2(c), 11.2(d), 11.2(e) and 11.2(g) shall be waived upon the election of the Lenders without the necessity to obtain consent from the Debtors or any other party.

MM. Settlement and Sale Agreement. After extensive, good-faith negotiations between, among others, the Debtors and the Lenders, the Debtors have determined that entry into the Settlement and Sale Agreement is in the best interests of the Debtors' Estates and creditors under the circumstances. Subject to entry of this Confirmation Order, each Debtor has all of the

power and authority necessary to consummate the transactions contemplated by the Settlement and Sale Agreement. No consents or approvals, other than those expressly provided for the Settlement and Sale Agreement or this Confirmation Order, are required for the Debtors to close and consummate such transactions.

NN. Free and Clear. The transfer of the Debtors' right, title, and interest in the Debtor Purchased Assets, including, without limitation, the fee simple interest in those certain properties legally described on Exhibit B hereto, together with all improvements thereon and all appurtenant rights, privileges, and easements belonging or in any way relating thereto, including all access and water rights of any nature whatsoever, including but not limited to water claims, ditch rights, well rights and water shares, to the Lender Designee(s) will be a legal, valid, enforceable, and effective transfer of the Debtor Purchased Assets, and, except for the Assumed Liabilities or Permitted Encumbrances or as otherwise provided in the Settlement and Sale Agreement, will vest the Lender Designee(s) with all of the Debtors' right, title and interest of, in and to the Debtor Purchased Assets, free and clear of all claims (as defined in section 101(5) of the Bankruptcy Code) and interests, including claims of equity security holders (as defined in section 101(17) of the Bankruptcy Code), security interests, financing statements, mortgages, deeds of trust, liens, including any lien (statutory or otherwise), liens (as defined section 101(37) of the Bankruptcy Code), judgments, demands, guaranties, options, rights (including rights of first refusal, rights of modification or to effect forfeiture, rights to conditional sale or other retention agreement, rights to restrict use, voting, transfer, receipt of income or other exercise of any attributes of ownership, rights of way and rights of recovery), contractual commitments, pledges, restrictions (including, but not limited to, any restriction on the use, transfer, receipt of

income or other exercise of any attributes of ownership of the Debtor Purchased Assets and all debts arising in any way in connection with any acts of the Debtors), easements, encumbrances, encroachments, personal injury and other tort claims (including with respect to any products sold by the Debtors or their Affiliates), covenants, defects, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, offsets, recoupment, orders, and decrees of any court or governmental entity, successor liability, transferee liability, products liability, environmental liability, tax liability and other liabilities, debt claims, labor claims, employment claims, pension claims, and claims of any kind or nature whatsoever, claims and interests of any nature or kind of employees, consultants, or agents or former employees, consultants, or agents of any of the Debtors arising out of the alleged invalidity, unenforceability, or irregularity on any grounds of any of their assignments, transfers or waivers to or in favor of any of the Debtors, whether express or implied or by operation of contract, law or otherwise, of any or all of their right, title and interest in any of the Debtor Purchased Assets, whether arising prior to or subsequent to the commencement of the Chapter 11 Cases, whether arising in connection with the transactions authorized by this Confirmation Order, whether imposed by agreement, understanding, law, equity, or otherwise, whether secured or unsecured, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or non-material, disputed or undisputed, (collectively, the “Claims and Interests”). Claims and Interests shall also include: (a) those that purport to give to any party a right to terminate the Debtors’, the Lenders’, or the Lender Designee(s)’ interest in the Debtor Purchased Assets, or any similar rights; (b) those relating to taxes arising under, out

of, in connection with, or in any way relating to the Debtor Purchased Assets prior to the Closing; and (c) all debts arising in any way in connection with any agreements, acts, or failures to act, of any of the Debtors or any of the Debtors' predecessors or Affiliates, claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, contingent or otherwise, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability.

OO. Arm's-Length Transactions. The Settlement and Sale Agreement was negotiated extensively, proposed and entered into by the Debtors and the Lenders without collusion, after good faith, arm's-length bargaining. Neither LBHI nor LCPI is an "insider" of the Debtors within the meaning of section 101(31) of the Bankruptcy Code. Neither the Debtors nor the Lenders have engaged in any conduct that would cause or permit the Settlement and Sale Agreement to be avoided under section 363(n) of the Bankruptcy Code.

PP. Retention of Jurisdiction. The Bankruptcy Court may properly, and upon the Effective Date shall, retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases, including the matters set forth in Article XIII of the Plan and section 1142 of the Bankruptcy Code.

QQ. Based on the foregoing, the Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

ORDER

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any findings of fact shall be determined to be a conclusion of law, it shall be deemed so, and vice versa.

2. Confirmation. All requirements for confirmation of the Plan have been satisfied. The Plan and each of its provisions shall be, and hereby are, CONFIRMED under section 1129 of the Bankruptcy Code. The terms of the Plan, all Schedules thereto, and the Settlement and Sale Agreement are incorporated by reference into and are an integral part of the Plan and this Confirmation Order.

3. Objections. All Objections, responses to, and statements and comments, if any, in opposition to the Plan, other than those withdrawn with prejudice in their entirety prior to, or on the record at, the Confirmation Hearing, shall be, and hereby are, overruled on the merits, with prejudice.

4. Plan Administrator Engagement Letter. The Plan Administrator Engagement Letter (as it may be modified, amended, or supplemented) is authorized and approved. The Plan Administrator Engagement Letter shall constitute a legal, valid, binding, and authorized obligation of each of the respective parties thereto, enforceable in accordance with its terms.

5. Omission of Reference to Particular Plan Provisions. The Court approves each and every term, provisions, and condition of the Plan and the Settlement and Sale Agreement and the same shall be enforceable by and binding upon all parties. The failure to specifically describe or include any particular provision of the Plan (or the Settlement and Sale Agreement) in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court that the Plan (and the Settlement and Sale Agreement) be approved and confirmed in its entirety.

6. Notice of Confirmation Hearing. Notice of the Confirmation Hearing complied with the terms of the Disclosure Statement Order and the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

7. Solicitation. The solicitation of votes on the Plan complied with the Disclosure Statement Order and the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law.

8. Binding Effect. Pursuant to section 1141 and the other applicable provisions of the Bankruptcy Code, on or after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan (including the schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith) and this Confirmation Order shall bind the Debtors, the Post-Effective Date Debtors, all holders of

Claims and Equity Interests of the Debtors (irrespective of whether such Claims or Equity Interests are impaired under the Plan or whether the holders of such Claims or Equity Interests accepted or are deemed to have accepted the Plan), each person receiving, retaining or otherwise acquiring property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with any of the Debtors, any person making an appearance in the Chapter 11 Cases, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

9. Claims Arising Under the DIP Loan Documents. Except to the extent that a holder of a DIP Financing Claim agrees to less favorable treatment prior to the Effective Date and as otherwise set forth herein, on the Effective Date, the Debtors shall pay or cause the payment of all Cash remaining in the Debtors' Estates other than the Cash Reserves to pay down the amount outstanding under the DIP Loan Documents. The remainder of the obligations under the DIP Loan Documents shall be repaid from any amounts remaining in the Professional Compensation and Reimbursement Claims Cash Reserve, the Convenience Claims Cash Reserve, and the Plan Administration Cash Reserve, the proceeds from the liquidation of Debtor Excluded Assets, and any unclaimed, undeliverable distributions to holders of Allowed Claims, in each case in accordance with the terms of the Plan, and any other Cash that may be recovered by the Debtors or Post-Effective Date Debtors after the Effective Date. After all of the foregoing amounts have been distributed to LCPI in accordance with the Plan, the DIP Loan Documents shall terminate, other than with respect to the provisions thereof that expressly survive termination. On the Effective Date all unfunded commitments of LCPI under the DIP Loan

Documents shall terminate, subject to payment of the Cash Reserves in accordance with the terms of the Plan.

10. Vesting of Assets. As of the Effective Date, the property of each Debtor's Estate shall vest in the applicable Post-Effective Date Debtor or such other entity as provided in the Plan. From and after the Effective Date, each Post-Effective Date Debtor may dispose of its assets free of any restrictions of the Bankruptcy Code, but in accordance with the provisions of the Plan. As of the Effective Date, all assets of the Debtors shall be free and clear of all Claims, liens, encumbrances, charges, and other interests, except as provided in the Plan or this Confirmation Order.

11. Transfer of Debtor Purchased Assets Pursuant to Settlement and Sale Agreement. At Closing, pursuant to the terms of the Settlement and Sale Agreement, (a) each Debtor is hereby authorized and directed to consummate, and shall be deemed to have consummated, the conveyance to the applicable Lender Designee(s) of all of its right, title and interest in, to and under the Debtor Purchased Assets, including, without limitation, the fee simple interest in those certain properties legally described on Exhibit B hereto, together with all improvements thereon and all appurtenant rights, privileges, and easements belonging or in any way relating thereto, including all access and water rights of any nature whatsoever, including but not limited to water claims, ditch rights, well rights and water shares, free and clear of any and all Claims and Interests other than the Assumed Liabilities or the Permitted Encumbrances or as otherwise provided in the Settlement and Sale Agreement, and (b) except for the Assumed Liabilities and the Permitted Encumbrances or as otherwise provided in the Settlement and Sale

Agreement, all such Claims and Interests shall be and hereby are released, terminated and discharged as to the Lenders and the Lender Designee(s), and the Debtor Purchased Assets.

12. Except as expressly permitted by the Settlement and Sale Agreement or this Confirmation Order, all persons and entities, including the Debtors, all debt security holders, all equity security holders, governmental, tax, and regulatory authorities, employees, former employees, consultants, former consultants, agents, former agents, shareholders, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, parties to executory contracts, customers, lenders, trade and other creditors, and their respective successors or assigns, and any trustees thereof holding Claims and Interests of any kind or nature whatsoever against or in the Debtors or the Debtor Purchased Assets as of the date hereof (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated) arising under, out of, in connection with, or in any way relating to, the Debtors, the Debtor Purchased Assets, the operation of the Debtors' business prior to the Closing, or the transfer of the Debtor Purchased Assets to the Lender Designee(s), hereby are forever barred, estopped, and permanently enjoined from asserting against the Lenders or the Lender Designee(s), its successors, designees or assigns, its property, or the Debtor Purchased Assets conveyed in accordance with the Settlement and Sale Agreement, such persons' or entities' Claims and Interests.

13. Except with respect to enforcing the terms of the Settlement and Sale Agreement or this Confirmation Order, no person shall take any action to prevent, enjoin or otherwise interfere with the consummation of the Settlement and Sale Agreement, including the

transfer to the Lender Designee(s) of the Debtors' title to and the right to use and enjoy the Debtor Purchased Assets.

14. The transfer of the Debtors' right, title, and interest in the Debtor Purchased Assets shall be, and hereby is deemed to be, a legal, valid, enforceable, and effective transfer of the Debtors' right, title and interest in the Debtor Purchased Assets, and vests with or will vest in the Lender Designee(s) all right, title and interest of the Debtors in the Debtor Purchased Assets, free and clear of all Claims and Interests (other than the Permitted Encumbrances and the Assumed Liabilities or as otherwise provided in the Settlement and Sale Agreement).

15. On or (as applicable) prior to the Effective Date, the Debtors and the Post-Effective Date Debtors, as applicable, will be authorized and directed to issue, execute, and deliver the agreements, documents, and instruments contemplated by the Settlement and Sale Agreement or the Plan (or necessary or desirable to effect the transactions contemplated by the Settlement and Sale Agreement or the Plan) in the name of and on behalf of the Post-Effective Date Debtors, including, without limitation, any and all agreements, documents, and instruments related to the foregoing. Such authorizations and approvals will be effective notwithstanding any requirements under non-bankruptcy law.

16. Upon the Closing, and except for the Assumed Liabilities or the Permitted Encumbrances or as otherwise provided in the Settlement and Sale Agreement, the Lenders and the Lender Designee(s) shall not be liable for any Claims and Interests against or in or obligations of, the Debtors or any of the Debtors' predecessors or Affiliates, as a result of having purchased the Debtor Purchased Assets.

17. The transactions contemplated by the Settlement and Sale Agreement have been undertaken by the Lenders in good faith, and the Lenders are a good faith purchaser of the Debtor Purchased Assets as that term is used in Bankruptcy Code section 363(m), and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Settlement and Sale Agreement shall not affect the validity of the transfer of the Debtor Purchased Assets to the Lender Designee(s).

18. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors and the Lenders are each hereby authorized and the Debtors are hereby directed to take any and all actions, including the payment of any fee or cost, necessary or appropriate to: (a) consummate the transfer of the Debtor Purchased Assets to the Lender Designee(s) and the Closing in accordance with the Settlement and Sale Agreement, the Settlement and Sale Agreement Order, and this Confirmation Order and (b) perform, consummate, implement, and close fully the Settlement and Sale Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Settlement and Sale Agreement. The Debtors are hereby authorized and directed to perform each of their covenants and undertakings as provided in the Settlement and Sale Agreement and the agreements contemplated thereby prior to or after Closing without further order of the Bankruptcy Court.

19. The consideration provided by the Lenders for the Debtor Purchased Assets and Insider Purchased Assets under the Settlement and Sale Agreement shall be deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law, and the transfer may not be avoided, or costs or damages imposed or awarded, under section 363(n) or any other provision of the Bankruptcy

Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar laws.

20. From and after the Closing Date, this Confirmation Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Debtors' right, title and interest in the Debtor Purchased Assets and a bill of sale transferring good, valid, and marketable title in such Debtor Purchased Assets to the Lender Designee(s) on the Closing Date pursuant to the terms of the Settlement and Sale Agreement, free and clear of all Claims and Interests.

21. Any and all Debtor Purchased Assets in the possession or control of any person or entity, including any vendor, supplier, or employee of the Debtors shall be transferred to the Lender Designee(s) free and clear of all Claims and Interests (other than the Assumed Liabilities and Permitted Encumbrances or as otherwise provided in the Settlement and Sale Agreement) and shall be delivered at the time of Closing (or such other time as provided in the Settlement and Sale Agreement) to the Lender Designee(s).

22. Upon the Closing, all holders of Claims and Interests against the Debtors or the Debtor Purchased Assets are permanently and forever barred, restrained and enjoined from asserting any Claims and Interests or enforcing remedies, or commencing or continuing in any manner any action or other proceeding of any kind, against the Lenders, the Lender Designee(s), or the Debtor Purchased Assets on account of any of the Claims and Interests or Excluded Assets (other than the Assumed Liabilities and Permitted Encumbrances or as otherwise provided in the Settlement and Sale Agreement).

23. There is no legal or equitable reason to delay the transactions contemplated by the Settlement and Sale Agreement.

24. The transactions contemplated by the Settlement and Sale Agreement do not amount to a consolidation, merger or *de facto* merger of the Lenders (or the Lender Designee(s)) and the Debtors and/or the Debtors' Estates; there is not substantial continuity between the Lenders (or the Lender Designee(s)) and the Debtors; there is no continuity of enterprise between the Debtors and the Lenders (or the Lender Designee(s)); the Lenders (or the Lender Designee(s)) are not a mere continuation of the Debtors or the Debtors' estates; and the Lenders (or the Lender Designee(s)) do not constitute a successor to the Debtor or the Debtors' estates including for purposes of any liabilities, debts or obligations of or required to be paid by the Debtors for any tax, pension, labor, employment, or other law, rule, or regulation (including filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, regulation, or doctrine. Except for the Assumed Liabilities and Permitted Encumbrances or as otherwise provided in the Settlement and Sale Agreement, the Lenders' acquisition of the Debtor Purchased Assets shall be free and clear of any "successor liability" claims of any nature whatsoever, whether known or unknown and whether asserted or unasserted as of the time of Closing to the extent permitted by applicable law. The Lenders' (or the Lender Designee(s)') operations shall not be deemed a continuation of the Debtors' business as a result of the acquisition of the Debtor Purchased Assets.

25. This Confirmation Order (a) is and shall be effective as a determination that, other than the Permitted Encumbrances and the Assumed Liabilities or as otherwise

provided in the Settlement and Sale Agreement, all interests, Liens, Claims, encumbrances, or other charges of any kind whatsoever existing as to the Debtor Purchased Assets prior to the Closing have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected, and (b) is and shall be binding upon and shall authorize all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Debtor Purchased Assets conveyed to the Lender Designee(s). All such entities described above in this paragraph are authorized and specifically directed to strike all recorded interests, Liens, Claims, encumbrances, or other charges of any kind whatsoever against the Debtor Purchased Assets from their records, official and otherwise.

26. Implementation of the Plan. The Debtors, the Post-Effective Date Debtors, and the Plan Administrator shall be authorized to execute, deliver, file, or record such documents, contracts, instruments, releases, and other agreements and take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Plan, including all such actions delineated in the Settlement and Sale Agreement.

27. Cancellation of Equity Interests. On the Effective Date, all the then Equity Interests in the Debtors (including all instruments evidencing such Equity Interests) shall be

canceled and extinguished without further action under any applicable agreement, law, regulation, or rule.

28. Cancellation of Liens. Upon the payment to any holder of an Allowed Other Secured Claim of (i) Cash in an amount equal to such Claim or (ii) the sale or disposition proceeds of the Collateral securing such Claim to the extent of the value of such Collateral, any Lien securing such Claim shall be deemed released without further order of the Court.

29. Subordination. Except as otherwise expressly provided in the Plan, this Confirmation Order, or a separate order of this Bankruptcy Court, the classification and manner of satisfying all Claims and Equity Interests under the Plan takes into consideration all subordination rights, whether arising by contract or under general principles of equitable subordination, section 510 of the Bankruptcy Code, or otherwise. All subordination rights that a holder of a Claim or Equity Interest may have with respect to any distribution to be made under the Plan shall be discharged and terminated and all actions related to the enforcement of such subordination rights shall be enjoined permanently. Accordingly, the distributions under the Plan to the holders of Allowed Claims and Equity Interests will not be subject to payment of a beneficiary of such subordination rights, or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

30. Compromise of Controversies. In consideration for the distributions and other benefits, including releases, provided under the Plan, the provisions of the Plan constitute a good faith compromise and settlement of all Claims, Equity Interests and controversies resolved under the Plan, and the entry of this Confirmation Order constitutes approval of such compromise and settlement under Bankruptcy Rule 9019.

31. Plan Distributions.

- (i) On and after the Effective Date, all distributions under the Plan shall be effectuated in accordance with the Plan.
- (ii) On or about the six month anniversary of the Effective Date, the Post-Effective Date Debtors shall file a list with the Court setting forth the names of those Entities for which distributions have been made hereunder and have been returned as undeliverable as of the date thereof. Any holder of an Allowed Claim that does not assert its rights pursuant to the Plan to receive a distribution within one year from and after the Effective Date shall have its entitlement to such undeliverable distribution discharged and shall be forever barred from asserting any entitlement pursuant to the Plan against the Post-Effective Date Debtors or the property of the Post-Effective Date Debtors or the Lenders. In such case, any consideration held for distribution on account of such Claim shall revert to the Post-Effective Date Debtor for redistribution to LCPI on account of its DIP Financing Claim.
- (iii) The provisions of Article IX of the Plan, including, without limitation, the provisions governing procedures for resolving Disputed Claims, are fair and reasonable and are approved.

32. Assumption or Rejection of Contracts and Leases. Pursuant to Section

10.2 of the Plan, except as otherwise provided herein, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, as of the Effective Date, each Debtor shall be deemed to have rejected each executory contract and unexpired lease to which it is a party, pursuant to section 365 of the Bankruptcy Code, except for any executory contract or unexpired lease (i) that has been assumed pursuant to an order of the Bankruptcy Court entered prior to the Effective Date and for which the motion was filed prior to the Confirmation Date, (ii) as to which a motion for approval of the assumption or rejection of such executory contract or unexpired lease has been filed prior to the Confirmation Date, or (iii) that is specifically designated on Schedule 1 to the Plan as of the Confirmation Date. This Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and

1123(b) of the Bankruptcy Code approving the contract and lease assumptions or rejections described above, as of the Effective Date. All Claims based on an executory contract or unexpired lease designated on Schedule 1 to the Plan are satisfied in full through the Debtors' assumption of such executory contract or unexpired lease and assignment of such executory contract or unexpired lease to the Lenders or Lender Designee(s) and, if applicable, the payment by the Lenders or Lender Designee(s) of the cure amount set forth next to such contract or lease on Schedule 1.

33. Cure and Adequate Assurance. The Lenders or the Lender Designee(s) have: (i) to the extent necessary, cured, or provided adequate assurance of cure of, any default with respect to the executory contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code; and (ii) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default with respect to the executory contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Lenders' or the Lender Designee(s)'s contractual obligation to pay the cure amounts listed in the Schedule 1, and the Lenders' or the Lender Designee(s)'s contractual obligation to perform under the executory contracts after the closing date constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. To the extent that any counterparty to an executory contract or unexpired lease did not object to its cure amount in accordance with the instructions set forth in the Solicitation Procedures Order, such counterparty is deemed to have consented to such cure amount and the assignment of its respective contracts to the Lenders or Lender Designee(s).

34. Rejection Bar Date. Claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan must be filed with the Bankruptcy Court and served upon the relevant Debtor no later than 30 days after notice of entry of the Confirmation Order. All such Claims not filed within such time will be forever barred from assertion against the Debtors and their Estates or the Post-Effective Date Debtors and their property.

35. Conditions to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Section 11.2 of the Plan have been satisfied or waived pursuant to Section 11.3 of the Plan.

36. Release Of Golf Member Deposits. On the Effective Date, each golf member that paid a Deposit (as such term is defined in the Disclosure Statement) shall be entitled to a return of such Deposit, without interest, from the escrow account governed by that certain escrow agreement between Moonlight Golf, LLC and Security Title Company. Further, the seventy-eight (78) golf members who are current on their golf dues, as identified in Docket No. 955, shall receive two (2) free season ski passes for the Moonlight Basin Ski Resort for the 2011-2012 ski season.

37. Administrative Expense Claims Bar Date. Section 14.11 of the Plan provides that all Administrative Expense Claims must be filed with the Court and served upon the relevant Debtor no later than the first Business Day that is 30 days after the Effective Date or such other date as approved by order of the Court. Within 30 days following the Effective Date, the Post-Effective Date Debtors will file (i) a schedule ("Schedule A") of the parties to whom the Debtors owe payments for the provision of goods and services as of the Effective Date and the amounts owed to each party (the "Administrative Expense Claim Amount") and (ii) a schedule

(“Schedule B”) of all other parties that provided goods or services postpetition to the Debtors but to whom no amounts were due and owing from the Debtors as of the Effective Date.

Contemporaneously therewith, the Debtors shall serve the notice attached hereto as Exhibit C on each party listed on Schedule A and Schedule B. Any party on Schedule A that wishes to object to the Administrative Expense Claim Amount and any party listed on Schedule B that believes it has an Administrative Expense Claim against a Debtor, must file an Administrative Expense Claim with the Bankruptcy Court and serve such Claim upon the relevant Post-Effective Date Debtor and the Plan Administrator no later than the first Business Day that is 60 days after the Effective Date. If a party on Schedule A does not file an Administrative Expense Claim by the first Business Day that is 60 days after the Effective Date, such party shall be deemed to have an Allowed Administrative Expense Claim in the Administrative Expense Claim Amount and shall be forever barred, estopped, and enjoined from asserting any other Administrative Expense Claim against the Debtors, the Post-Effective Debtors, or the Lender Designee(s). If a party on Schedule B or any other party does not file an Administrative Expense Claim by the first Business Day that is 60 days after the Effective Date, such party shall be forever barred, estopped, and enjoined from asserting any claim against the Debtors, the Post-Effective Date Debtors, or the Lender Designee(s).

38. Professional Compensation. Any entity seeking an award of the Bankruptcy Court of a Professional Compensation and Reimbursement Claim shall (a) file its final application for allowance of such Claim by no later than the date that is 30 days after the Effective Date or such other date as may be fixed by the Bankruptcy Court, and (b) to the extent such entity has not already been paid in full on account of such Claim, be paid by or on behalf of

the Post-Effective Date Debtor in full and in Cash from the Professional Compensation and Reimbursement Claims Cash Reserve in the amounts Allowed upon (i) the date the order granting such award becomes a Final Order, or as soon thereafter as practicable, or (ii) such other terms as may be mutually agreed upon by the claimant and the Debtor obligated for the payment of such Allowed Claim. The Post-Effective Date Debtors are authorized to pay compensation for professional services rendered and reimburse expenses incurred after the Effective Date in the ordinary course and without Bankruptcy Court approval.

39. Discharge. To the extent that a Debtor is entitled to a discharge, except as otherwise expressly provided in the Plan, each holder (as well as any trustees and agents on behalf of each holder) of a Claim or Equity Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged each Post-Effective Date Debtor, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Equity Interests, rights, and liabilities that arose prior to the Confirmation Date and, upon the Effective Date, all such persons shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or Equity Interest in the Debtors.

40. Exculpation. To the extent permitted under applicable law, the Released Parties, including, for the avoidance of doubt, the Debtors, and any property of or professionals retained by such parties, including, for the avoidance of doubt, Getzler, or direct or indirect predecessor in interest to any of the foregoing persons, shall not have or incur any liability to any person for any act taken or omission, after the Commencement Date, in connection with or related to the Chapter 11 Cases or the operations of the Debtors' businesses during the Chapter

11 Cases, including but not limited to (i) formulating, preparing, disseminating, implementing, confirming, consummating or administrating the Plan (including soliciting acceptances or rejections thereof); (ii) the Disclosure Statement or any contract, instrument, release or other agreement or document entered into or any action taken or omitted to be taken in connection with the Plan; or (iii) any distributions made pursuant to the Plan, except for acts constituting willful misconduct or gross negligence, and in all respects such parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

41. Releases of Released Parties. Unless otherwise agreed to in a writing executed by the Released Party, on the Effective Date, each of the Debtors and their Estates, (ii) the Lenders, and (iii) the Insiders, each of their present or former directors, officers, members, managers, partners, employees, affiliates, agents, financial advisors, restructuring advisors, attorneys, and representatives and their respective affiliates, each as applicable, (iv) each holder of a Claim or Equity Interest that votes to accept the Plan or who is deemed to accept the Plan, and (v) to the fullest extent permitted by law, each holder of an Allowed Claim or Equity Interest who does not vote to accept the Plan but receives a distribution or is entitled to a distribution under the Plan, shall unconditionally, irrevocably and forever release each of the Released Parties from any and all Claims, losses, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, that such entity or person would have been legally entitled to assert (whether individually or collectively), relating to any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way

relating to the Debtors, the Chapter 11 Cases, any Claims or Interests against the Debtors, or the Plan.

42. Releases. The releases provided in the Plan and in the Settlement and Sale Agreement are integral to obtaining the value provided under the Settlement and Sale Agreement and the releases under the Plan constitute an essential component of the compromises reached and are not severable from the other provisions of the Plan.

43. Term of Injunctions or Stays. The injunctions contained in the Plan are hereby authorized, approved and binding on all Persons described therein. Pursuant to Section 12.7 of the Plan, this Confirmation Order shall, except as otherwise expressly provided herein or in the Plan, constitute an injunction from and after the Effective Date, permanently enjoining all persons or entities who have held, hold, or may hold Claims against or Equity Interests in any or all of the Debtors and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, are permanently enjoined, on and after the Effective Date, with respect to Claims released under the Plan, all Claims against any of the Debtors, and all Equity Interests in any of the Debtors, from (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Post-Effective Date Debtors, the Released Parties, or their property, (ii) enforcing, levying attaching (including, without limitation, any prejudgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Debtors, the Post-Effective Date Debtors, the Released Parties, or their property, (iii) creating, perfecting, or otherwise enforcing

in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Post-Effective Date Debtors, the Released Parties, or against the property or interests in property of the Debtors, (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Debtors, the Released Parties, or any of their property, except as contemplated or allowed by the Plan; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; (vi) commencing, continuing or asserting in any manner any action or other proceeding of any kind with respect to any Claims and Causes of Action which are extinguished or released pursuant to the Plan, and (vii) taking any actions to interfere with the implementation or consummation of the Plan. Unless otherwise provided in the Plan, this Confirmation Order, or a separate order of the Bankruptcy Court, all injunctions or stays arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in such applicable order.

44. Retention of Causes of Action/Reservation of Rights. Except as expressly provided in the Plan or the Settlement and Sale Agreement, nothing contained in the Plan or this Confirmation Order shall be deemed to be a waiver or the relinquishment of any rights or Causes of Action that the Debtors may have or choose to assert on behalf of their respective Estates under any provision of the Bankruptcy Code or any applicable nonbankruptcy law, including, without limitation, (i) any and all Claims against any person or entity, to the extent such person or entity asserts a crossclaim, counterclaim, and/or Claim for setoff which seeks affirmative relief

against the Debtors, their officers, directors, or representatives and (ii) the turnover of any property of the Debtors' Estates.

45. Payment of Statutory Fees. All fees payable under section 1930, chapter 123, title 28, United States Code shall be paid on the Effective Date.

46. Exemption from Transfer Taxes. Pursuant to Section 1146 of the Bankruptcy Code, (a) the issuance, transfer or exchange of any securities, instruments or documents, (b) the creation of any Lien, mortgage, deed of trust or other security interest, (c) the making or assignment of any lease or sublease or the making or delivery of any deed or other instrument of transfer under, pursuant to, in furtherance of, or in connection with the Plan (including the Settlement and Sale Agreement), including, without limitation, any deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan or the reinvesting, transfer or sale of any real or personal property of the Debtors pursuant to, in implementation of, or as contemplated in the Plan (whether to one or more of the Post-Effective Date Debtors or otherwise), and (d) the issuance, renewal, modification or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, the Confirmation Order, shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, sales tax, use tax or other similar tax or governmental assessment, in each case, including with respect to the transfer of Debtor Purchased Assets pursuant to the Settlement and Sale Agreement, as applicable. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or governmental unit in which any instrument hereunder is to be

recorded shall, pursuant to this Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax, or similar tax.

47. Resolution of the Adversary Proceeding and Foreclosure Action. On the Effective Date and upon and subject to the terms and conditions set forth in the Plan and the Settlement and Sale Agreement, the parties to the Settlement and Sale Agreement shall dismiss, with prejudice, each party to bear its own costs and fees, and withdraw all of their claims against one another in the Adversary Proceeding, the Foreclosure Action, and any and all other pending litigation pursuant to the notices of withdrawal attached to the Settlement and Sale Agreement.

48. Reversal/Stay/Modification/Vacatur of Order. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Court, or any other court, such reversal, stay, modification or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtors, the Lenders, or the Post-Effective Date Debtors as applicable, prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto. In accordance with section 1144 of the Bankruptcy Code, any reversal, stay, modification, or vacatur of this Confirmation Order shall contain such provisions as are

necessary to protect the Lender Designee(s) as the Lender Designees(s) acquired all rights in the Debtor Purchased Assets in good faith reliance on this Confirmation Order.

49. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, pursuant to sections 105 and 1142 of the Bankruptcy Code, this Bankruptcy Court, except as otherwise provided in the Plan or herein, shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases to the fullest extent as is legally permissible, including, but not limited to, jurisdiction over the matters set forth in Article XIII of the Plan.

50. Modifications. The Debtors may, upon order of this 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 an Allowed Claim or Equity Interest that is deemed to have accepted the Plan shall be deemed to have accepted the Plan as modified, without further solicitation or notice and hearing being required, if the proposed modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

51. Conflicts Between Confirmation Order, Plan, and Settlement and Sale Agreement. The provisions of the Plan, the Settlement and Sale Agreement, and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purpose of each; provided, however, that, if there is determined to be any inconsistency between the terms of the Settlement and Sale Agreement, the Plan, or the Confirmation Order that cannot be so reconciled, then solely to the extent of such inconsistency, the documents shall control in

the following order of priority: (i) this Confirmation Order, (ii) the Settlement and Sale Agreement, and (iii) the Plan.

52. Provisions of Plan and Order Nonseverable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

53. Governing Law. Except to the extent the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Montana without giving effect to the principles of conflicts of law thereof.

54. Applicable Nonbankruptcy Law. Pursuant to section 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Confirmation Order, the Plan and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

55. Waiver of Filings. Any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtors to file any list, schedule, or statement with the Bankruptcy Court or the Office of the U.S. Trustee (except for monthly operating reports or any other post-confirmation reporting obligation to the U.S. Trustee), is hereby waived as to any such list, schedule, or statement not filed as of the Confirmation Date.

56. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Plan, any documents, instruments, or agreements, and any amendments or modifications thereto,

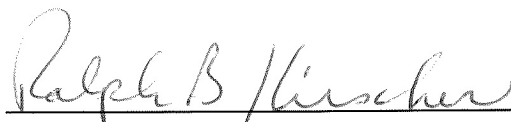
and any other acts referred to in, or contemplated by, the Plan, except this Confirmation Order shall only constitute an approval of the (i) Montana Department of Revenue for any beverage license transfer application, (ii) Montana Public Service Commission for the transfer of the assets of Treeline Springs, LLC, or (iii) Federal Bureau of Alcohol, Tobacco, and Firearms for the transfer of any explosives permits each to the extent permitted by applicable law.

57. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127 of the Bankruptcy Code.

58. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including Bankruptcy Rule 3020(e)), whether for fourteen days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court.

59. Service. Debtor shall serve this Memorandum and Order, along with the attached Exhibits B and C, on all parties in interest. On or before November 4, 2011, Debtor shall file a certificate of service with the Court verifying that this Memorandum and Order with attached Exhibits B and C was timely served on all parties in interest.

BY THE COURT



HON. RALPH B. KIRSCHER
U.S. Bankruptcy Judge
United States Bankruptcy Court
District of Montana