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11 **UNITED STATES BANKRUPTCY COURT**
12 **DISTRICT OF NEVADA**

13 In re

14 BLACK MOUNTAIN GOLF AND
COUNTRY CLUB, INC.,

15 Debtor.

Case No.: 17-11540-BTB

Chapter: 11

16 **Date: June 15, 2018**

17 **Time: 10:00 a.m.**

18 **DEBTOR'S FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION DATED**
19 **MARCH 23, 2018**
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1 **ARTICLE I**

2 **INTRODUCTION**

3 Debtor, Black Mountain Golf and Country Club, Inc., a Nevada corporation (hereinafter
4 “Debtor”), hereby proposes its Chapter 11 Plan of Reorganization Dated January 31, 2018 (the
5 “Plan”) for the resolution of the claims of its creditors. Reference is made to Debtor’s Disclosure
6 Statement to Accompany Debtor’s Chapter 11 Plan of Reorganization Dated January 31, 2018 (the
7 “Disclosure Statement”) for a discussion of Debtor’s history, business, property and financial
8 information and for a summary of the Plan and related matters.

9 All holders of claims are encouraged to read this Plan and the accompanying Disclosure
10 Statement in their entirety before voting to accept or reject this Plan. No materials, other than the
11 Disclosure Statement and the Exhibits attached thereto and referenced therein, have been approved
12 by the United States Bankruptcy Court for the District of Nevada for use in soliciting acceptances
13 or rejections of this Plan.

14 **ARTICLE II**

15 **DEFINITIONS**

16 The definitions contained in the Bankruptcy Code are incorporated herein. Whether or not
17 inconsistent with the definitions contained in the Bankruptcy Code, the following terms used herein
18 shall have the following meanings:

19 2.1 Administrative Claim. A Claim for costs and expenses of administration allowed under
20 section 503(b) of the Bankruptcy Code and referred to in section 507(a)(1) of the Bankruptcy Code,
21 including, without limitation: (a) the actual and necessary costs and expenses incurred after the
22 Petition Date of preserving the Estate and operating the business of Debtor (such as wages, salaries
23 or commissions for services); (b) compensation for legal, financial advisory, accounting and other
24 services and reimbursement of expenses awarded under sections 330(a) or 331 of the Bankruptcy
25 Code; and (c) all fees and charges assessed against the Estate under 28 U.S.C. § 1930.

26 2.2 Allowed Claim. A Claim or any portion thereof that is not a Disputed Claim: (i) that is
27 allowed pursuant (w) to this Plan or Final Order of the Bankruptcy Court (x) to any stipulation
28 executed prior to the Confirmation Date and approved by the Bankruptcy Court, (y) to any

1 stipulation with Debtor or Reorganized Debtor executed on or after the Confirmation Date and
 2 approved by the Bankruptcy Court or (z) to any contract, instrument, indenture or other agreement
 3 entered into or assumed in connection herewith; (ii) proof of which, requests for payment of which,
 4 or application for allowance of which, was Filed or deemed to be Filed on or before the Bar Date,
 5 as the case may be, for filing proofs of Claim or requests for payment of Claims of such type
 6 against Debtor; or (iii) if no proof of Claim is filed, which has been or hereafter is listed by Debtor
 7 in the Schedules of Assets and Liabilities as liquidated in amount and not disputed or contingent,
 8 and in the case of (ii) or (iii) no objection to the allowance thereof has been interposed within the
 9 applicable period of limitation fixed by this Plan, the Bankruptcy Code, the Bankruptcy Rules or
 10 the Bankruptcy Court or the Bankruptcy Court has entered a Final Order allowing all or a portion of
 11 such Claim. Notwithstanding anything herein to the contrary, by treating a Claim as an Allowed
 12 Claim Debtor does not waive its rights to contest the amount and validity of any disputed,
 13 contingent or unliquidated Claim in the manner and venue in which such Claim would have been
 14 determined, resolved or adjudicated if the Chapter 11 Case had not been commenced.

15 2.3 Allowed Priority Claim. An Allowed Claim entitled to priority pursuant to sections
 16 507(a)(3), (4) or (6) of the Bankruptcy Code.

17 2.4 Allowed Secured Claim. An Allowed Claim secured by a lien, security interest or other
 18 charge against the property in which the Estate has an interest, or which is subject to set-off under
 19 section 553 of the Bankruptcy Code, to the extent of the value, determined in accordance with
 20 section 506(a) of the Bankruptcy Code, of the interest of the holder of such Allowed Claim in the
 21 Estate's interest in such property, or to the extent of the amount subject to any set-off, as the case
 22 may be. An Allowed Secured Claim may include post-petition interest if permitted under section
 23 506(b) of the Bankruptcy Code.

24 2.5 Allowed Tax Claim. An Allowed Unsecured Claim that is entitled to priority pursuant
 25 to section 507(a)(8) of the Bankruptcy Code.

26 2.6 Allowed Unsecured Claim. An Allowed Claim for which there are no assets of Debtor
 27 serving as security, but not including any Allowed Priority Claims or Allowed Tax Claims.
 28

1 2.7 Avoidance Action. Any adversary proceeding brought in connection with this Chapter
2 11 Case to recover money or property on account of transactions avoidable under sections 544, 547,
3 548, 549 or 550 of the Bankruptcy Code.

4 2.8 Bankruptcy Code or Code. Title 11 of the United States Code, as now in effect or
5 hereafter amended. All citations in the Plan or Disclosure Statement to chapter and section
6 numbers are to the Code unless otherwise expressly indicated.

7 2.9 Bankruptcy Court or Court. The United States Bankruptcy Court for the District of
8 Nevada, or such successor court or tribunal as may hereafter be confirmed or created by lawful
9 authority with power to confirm reorganization plans under Chapter 11 of the Bankruptcy Code,
10 and all other applicable statutes, rules and regulations.

11 2.10 Bankruptcy Rules. The Federal Rules of Bankruptcy Procedure.

12 2.11 Bar Date. The date or dates established by this Plan, Order of the Bankruptcy Court or
13 the Bankruptcy Code or Bankruptcy Rules for the filing of proofs of claim with the Bankruptcy
14 Court, which was August 2, 2017 for creditors, except for governmental units, and September 26,
15 2017 for governmental units.

16 2.12 BLM. The United States Bureau of Land Management.

17 2.13 BLM Patent. The reversionary interest of the BLM with respect to the BLM Property,
18 which provides that if Debtor “attempts to transfer title to or control over the lands to another or the
19 lands are devoted to a use other than that for which the lands were conveyed, without the consent of
20 the Secretary of the Interior or his delegate...title shall revert to the United States.”

21 2.14 BLM Property. The real property and improvements acquired by Debtor from the
22 BLM by Patent #1226785 dated May 9, 1962, currently identified as Assessor’s Parcel Numbers
23 179-200301-001; 179-20-302-001; and 179-20-308-001.

24 2.15 BLM Takeout Loan. Any loan obtained by Debtor or Reorganized Debtor, as the case
25 may be, for the purpose of paying amounts due to BLM in order to remove the BLM Patent.

26 2.16 Business Day. Any day, other than a Saturday, Sunday or legal holiday as defined in
27 Bankruptcy Rule 9006(a).

2.17 Causes of Action. All actions, causes of action, Claims, liabilities, obligations, rights, suits, debts, damages, judgments, remedies, demands, setoffs, defenses, recoupments, crossclaims, counterclaims, third-party claims, indemnity claims, contribution claims and any other claims disputed or undisputed, suspected or unsuspected, foreseen or unforeseen, direct or indirect, choate or inchoate, existing or hereafter arising, in law, equity or otherwise, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Case, up to and through the Effective Date.

2.18 Chapter 11 Case. The Chapter 11 proceeding, known as *In re Black Mountain Golf and Country Club, Inc.*, Case No. BK-S-17-11540-BTB, pending before the United States Bankruptcy Court, District of Nevada.

2.19 Claim. Any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right is an equitable remedy or is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

2.20 Claimants or Creditors. Persons or entities holding Claims, whether or not such Claim are Allowed Claims.

2.21 Class. A category of holders of Claims which are substantially similar to other Claims and into which Allowed Claims are grouped and classified pursuant to Article IV of the Plan. The Classes provided for in the Plan are the following:

A) Class 1: Secured Claim of Liberty.

B) Class 2: Secured Claims of the holders of the Summer Loans.

C) Class 3: The Rancris Claims.

D) Class 4: Unsecured Claims.

E) Class 5: Administrative Convenience Class.

F) Class 6: All Membership Interests in Debtor.

1 2.22 Confirmation. The entry by the Clerk of the Bankruptcy Court on the Court's docket
2 of the Confirmation Order.

3 2.23 Confirmation Date. The date on which the Clerk of the Bankruptcy Court enters the
4 Confirmation Order on the Court docket.

5 2.24 Confirmation Hearing. The duly noticed initial hearing before the Bankruptcy Court
6 to confirm this Plan pursuant to section 1128 of the Bankruptcy Code, and any subsequent hearing
7 held by the Bankruptcy Court from time to time to which the initial hearing is adjourned without
8 further notice other than the announcement of the adjourned dates at the Confirmation Hearing.

9 2.25 Confirmation Order. The order entered by the Bankruptcy Court confirming the
10 Plan.

11 2.26 Debtor. Black Mountain Golf and Country Club, Inc., a non-profit Nevada
12 corporation, in its capacity as debtor and debtor-in-possession.

13 2.27 Desert 9. The nine-hole golf course known as the "Desert 9," which Debtor
14 developed on a portion of the BLM Property and for which Debtor discontinued maintenance and
15 operations prior to the commencement of the Chapter 11 Case.

16 2.28 DIP Loan. The debtor-in-possession loan provided by Rancris pursuant to Debtor's
17 Motion to Authorize Post-Petition Financing filed on April 28, 2017, as Dkt. #77, and approved by
18 the Bankruptcy Court on June 9, 2017, as Dkt. #113.

19 2.29 Disclosure Statement. The Disclosure Statement accompanying this Plan which was
20 prepared by Debtor as required by section 1125 of the Bankruptcy Code and approved by an order
21 of the Bankruptcy Court.

22 2.30 Disputed Claim. A Claim as to which a proof of claim has been Filed or deemed
23 Filed under applicable law, as to which (1) an objection has been timely Filed, and which objection
24 has not been withdrawn and has not been overruled or denied by a Final Order; or (2) litigation
25 (including any appeal) is pending, in which case the Claim shall be a Disputed Claim until such
26 time as a Final Order is entered determining the amount of such Claim.

27 2.31 Effective Date. Except as otherwise ordered by the Court, the Effective Date of the
28 Plan shall be the first day of the first month at least fifteen calendar days after the satisfaction of

1 each of the Conditions Precedent to Confirmation Date as set forth in Article VIII of this Plan.
2 Upon its occurrence, Debtor shall promptly file a notice of Effective Date with the Bankruptcy
3 Court.

4 2.32 Elite Golf. Collectively, Elite Golf Management, LLC and Elite Golf at Black
5 Mountain Golf and Country Club, LLC.

6 2.33 Elite Golf Contract. That certain management contract with Elite Golf whereby Elite
7 Golf in exchange for monthly payments as provided therein from Debtor provides all management,
8 accounting and administrative functions related to the day-to-day operations of the Golf Club.

9 2.34 Estate. The estate created in this Chapter 11 Case for Debtor under section 541 of
10 the Bankruptcy Code.

11 2.35 Executory Contracts. A contract or an unexpired lease to which Debtor is a party
12 that is subject to assumption or rejection under section 365 of the Bankruptcy Code, excluding the
13 Elite Golf Contract, the Henderson Lease, and to the extent applicable, the Gift Cards and Deposits.

14 2.36 Filed or on File. A pleading filed with the Clerk of the Bankruptcy Court, District
15 of Nevada, in this Chapter 11 Case.

16 2.37 Final Order. An order or judgment of the Bankruptcy Court, or other court of
17 competent jurisdiction, as entered on the docket in the Case, which has not been reversed, stayed,
18 modified or amended, and as to which (a) the time to appeal or seek certiorari has expired and no
19 appeal or petition for certiorari has been timely filed, or (b) any appeal that has been or may be
20 taken or any petition for certiorari that has been or may be filed has been resolved by the highest
21 court to which the order or judgment was appealed or from this certiorari was sought.

22 2.38 Founder's 9 Property. That certain real property currently owned by Debtor, the
23 acquisition of which is evidenced by the Corporation Grant, Bargain Sale Deed recorded with the
24 Clark County Recorder on January 22, 1958, as document #123104 in the records of the Clark
25 County Recorder (the "BMI Deed"), consisting of approximately 61.5 acres, which property is
26 currently identified as Assessor's Parcel Numbers 179-20-210-001; 179-20-210-005; 179-20-210-
27 006; 179-19-512-001; 179-19-512-002; 179-19-611-001; and 179-19-611-003.

1 2.39 Gift Cards and Deposits. The pre-petition obligations of Debtor for which the Court
2 issued an Order on April 12, 2017 authorizing Debtor to honor [Dkt. #94].

3 2.40 Golf Club. The improvements on Debtor's Real Property, which include a
4 clubhouse, shop, bar, and restaurant/banquet facility.

5 2.41 Henderson Lease. That certain unexpired real property lease dated September 21,
6 1959 by and between Debtor and the City of Henderson which authorizes Debtor to use
7 approximately 2.2 acres of land owned by the City of Henderson for \$1 per year, which expires on
8 September 20, 2040.

9 2.42 Horizon 9. The nine-hole golf course known as the "Horizon 9," which Debtor
10 developed and opened for play in the early 1960's on part of the BLM Property.

11 2.43 Impaired. Impaired within the meaning of section 1124 of the Bankruptcy Code.

12 2.44 Lampman. Shawn Lampman.

13 2.45 Lampman Litigation. The litigation between Lampman, as plaintiff, and Debtor,
14 certain of Debtor's officers and directors, and Schams, filed in the Eighth Judicial District Court,
15 Clark County, Nevada, as case #A-17-751110.

16 2.46 Liberty. Liberty Village, LLC.

17 2.47 Liberty Litigation. The litigation between Debtor, as plaintiff, and the Liberty
18 Litigation Parties, as defendants, including any counterclaims, originally filed in the Eighth Judicial
19 District Court, Clark County, Nevada, as case #A-16-746628; which was removed to the
20 Bankruptcy Court as adversary case #17-01179-BTB.

21 2.48 Liberty Litigation Claims. The Claims of any of the Liberty Litigation Parties.

22 2.49 Liberty Litigation Parties. Collectively, Liberty, Royal Union Nevada, LLC; Royal
23 Union Nevada Corporation; and Royal Union Properties, LLC.

24 2.50 Litigation Parties. Collectively, Lampman and the Liberty Litigation Parties.

25 2.51 Local Rules. The Local Rules of Bankruptcy Practice of the United States
26 Bankruptcy Court for the District of Nevada.

27 2.52 Members. Members of the Golf Club as provided for in Debtor's Bylaws.
28

1 2.19 Membership Interests. The rights of and interests of Members in Debtor and the
2 Golf Club as provided for in the Bylaws, which, given that Debtor is a non-profit corporation, are
3 not in the nature of an equity security as defined in section 101(16) of the Bankruptcy Code.

4 2.19 Net Sale Proceeds. The amounts actually payable to Debtor from the sale of any of its
5 Real Property, after payoff of any BLM Takeout Loan and all costs of sale.

6 2.20 Order. An order or judgment of the Bankruptcy Court as entered by the Clerk of the
7 Court on the docket in this Case.

8 2.21 Person. Any natural person, corporation, general partnership, limited partnership,
9 association, joint stock company, joint venture, estate, trust, government or any political
10 subdivision thereof, governmental unit (as defined in the Bankruptcy Code), official committee
11 appointed by the United States Trustee, or other legal entity.

12 2.22 Petition Date. March 30, 2017, which is the date that Debtor filed its voluntary
13 petition commencing the Chapter 11 Case.

14 2.23 Plan. The Chapter 11 Plan of Reorganization Dated January 31, 2018 proposed by
15 Debtor, and all exhibits, schedules, releases, and other attachment annexed thereto, as the same
16 may be amended, modified or supplemented from time to time in accordance with the Code.

17 2.24 Post-Petition. Occurring after the Petition Date.

18 2.25 Quarter Acre. That certain real property located in Henderson, Nevada consisting of
19 approximately .25 acre, currently identified as Assessor's Parcel Number 179-20-203-002.

20 2.26 Rancris. Rancris, Inc., which is wholly owned by Schams.

21 2.27 Rancris Claims. Collectively, all amounts due, pre- or post- petition, to Schams and
22 Rancris.

23 2.28 Real Property. Collectively, Debtor's interests in the Founder's 9 Property, the BLM
24 Property, and the Quarter Acre.

25 2.29 Reorganized Debtor. Debtor following the Effective Date.

26 2.30 Schams. Randolph ("Randy") Schams.

27 2.31 Schams Contract. The prepetition consulting contract between Debtor and Shams
28 dated January 26, 2016, a copy of which was filed as Exhibit 1 to Dkt. #83.

2.32 Scheduled. Set forth on the Schedules of Asset and Liabilities on file with the Clerk of the Bankruptcy Court.

2.33 Schedules of Assets and Liabilities. The Schedules of Assets and Liabilities filed by Debtor with the Clerk of the Bankruptcy Court, as the same have been or may be amended from time to time prior to the Effective Date of the Plan.

2.34 Settlement Agreement. That certain settlement of the Liberty Litigation and the Lampman Litigation as set forth in the Transcript of Proceedings Re: Settlement Conference held on February 28, 2017, in the Liberty Litigation.

2.35 Summer Loan Claims. The Claims of the holders of the Summer Loans.

2.36 Summer Loans. The loans secured by the second deed of trust on the Real Property recorded on March 9, 2015, as Instrument No. 20150309-0001082 in the records of the Clark County Recorder.

2.37 Zoning Approval Deadline. December 31, 2018, or such later date as Debtor determines is appropriate to achieve rezoning of the BLM Property from the City of Henderson.

ARTICLE III

TREATMENT OF UNCLASSIFIED CLAIMS

3.1 Administrative Claims. Unless the holder of a particular Claim agrees otherwise, each holder of an Allowed Administrative Claim, including U.S. Trustee fees, shall be paid in full, in cash, on the Effective Date, or as soon thereafter as such Administrative Claims have been allowed by Final Order of the Court or become due. U.S. Trustee fees which become due post-Confirmation will be timely paid. The following chart lists Debtor's estimated administrative expenses:

Claimant	<u>Estimated Total Amount Which Will be Owed at Confirmation</u> ¹
Clark Hill, PLLC (formerly Morris, Polich & Purdy), Reorganization Counsel	\$150,000

¹ These numbers are only estimates; the actual figures may be less or more than estimated and may not reflect Debtor's estimates that amounts are or may be payable. These figures do not include amounts owed on the DIP Loan to Rancris nor amounts paid or payable by Rancris or Shams to public relations firm(s) and lobbyist(s).

Appraiser	\$5,000
Engineer	\$5,000
Accountant	\$5,000
Office of the US Trustee	\$5,000
Total:	\$170,000

3.2 Allowed Tax Claims. Each Allowed Tax Claim, if any, in full and final satisfaction of such Allowed Claim, shall be paid in full, with interest at the legally applicable rate, in 19 equal quarterly payments commencing 90 days after the Effective Date, with a minimum initial payment of \$100. The IRS originally filed a proof of claim in the amount of \$39,033.56, but has amended that amount to \$0. Debtor is unaware of any other Allowed Tax Claims. Debtor reserves the right to prepay any portion of any Allowed Tax Claim.

3.3 Allowed Priority Claims. Each Allowed Priority Claim, if any, in full and final satisfaction of such Allowed Claim, shall be paid in full, without interest, in 19 equal quarterly payments commencing 90 days after the Effective Date. Debtor reserves the right to prepay any portion of any Allowed Priority Claim.

ARTICLE IV

CLASSIFICATION OF CLAIMS AND MEMBERSHIP INTERESTS

4.1 For purposes of satisfying Debtor's obligations created under the Plan, the Allowed Claims of the Creditors and the Membership Interests of Debtor have been classified as follows:

A) Class 1: Liberty Secured Claim. Class 1 consists of the Liberty Secured Claim.

B) Class 2: Secured Summer Loans Claims. Class 2 consists of the Secured Summer Loans Claims.

C) Class 3: Rancris Claims. Class 2 consists of the Rancris Claims.

D) Class 4: Allowed Unsecured Claims. Class 4 consists of the Allowed Unsecured Claims other than those that comprise the Claims of the Class 5 Administrative Convenience Class.

1 E) Class 5: Administrative Convenience Class. Class 5 consists of the Allowed
 2 Unsecured Claims each of which is in an amount less than \$500 (or in a larger amount for which
 3 the holder of such Allowed Unsecured Claim voluntarily reduces the amount to \$500).

4 F) Class 6: Membership Interests. Class 6 consists of the Membership Interests in Debtor.

5 ARTICLE V

6 TREATMENT OF IMPAIRED CLASSES

7 5.1 Class 1. The Liberty Secured Claim as of the Petition Date was \$650,000. Debtor
 8 made one interim adequate protection payment to Liberty in the amount of \$50,000, leaving Liberty
 9 with an Allowed Secured Claim of \$600,000. The holder of the Liberty Secured Claim will be paid
 10 first from any Net Sale Proceeds derived from the sale of any of Debtor's Real Property, but in any
 11 event no later than December 31, 2018. If the Effective Date occurs prior to December 31, 2018,
 12 Debtor will pay Liberty \$50,000 on the Effective Date on account of the Liberty Secured Claim.

13 Liberty will retain its liens on the Real Property to the extent of its Allowed Secured Claim.
 14 Upon payment of the Liberty Secured Claim in full, the Real Property and proceeds will be free and
 15 clear of any interest of Liberty. Liberty will have an Allowed Unsecured Class 4 Claim of
 16 \$4,000,000.

17 In order to pay the amount due to the BLM to repurchase the BLM Patent, Debtor may
 18 borrow up to that amount as a first priority lien on some or all of Debtor's Real Property, but only
 19 following payment of the Liberty Secured Claim. Liberty will, if necessary, execute a
 20 subordination agreement to facilitate such refinancing. If Liberty objects to any provision of such
 21 subordination agreement as unreasonable, the court or the settlement judge shall determine whether
 22 the term is reasonable, and Liberty shall execute such a document upon reasonable terms.

23 In addition, Liberty will receive 25% of any net recoveries to the Debtor from the sale of its
 24 real property, calculated by subtracting from the sale proceeds all costs of sale and payment of all
 25 secured obligations, and payment of all claims in the bankruptcy, including prepetition and
 26 administrative claims (but not payments to Class 6 Equity). The payment on account of that 25%
 27 net proceeds interest will be capped at \$1,750,000.

28 No interest or other amounts, other than the principal amounts described above, will be

1 payable to Liberty.

2 Liberty is Impaired and entitled to vote on this Plan.

3 5.2 Class 2. Upon the sale of any of Debtor's Real Property, the holders of the Secured
4 Summer Loans Claims shall receive, following payment of the Class 1 Liberty Secured Claim in
5 full, to the extent of available Net Sale Proceeds, pro rata with Class 4 Claims, the principal
6 amount of the Summer Loans. The principal amount of the Summer Loans totals \$205,000, plus
7 the contract rate of interest at the rate of 15% per annum, calculated through the Petition Date only.
8 Any objection to the Debtor's interest calculations set forth on Exhibit 2 to the Disclosure
9 Statement must be filed within 30 days following the Confirmation Date.

10 Holders of the Secured Summer Loans are Impaired and entitled to vote on this Plan.

11 5.3 Class 3. The holders of the Rancris Claims, or their assignee, shall receive, in full
12 satisfaction of any and all Allowed Claims held by Rancris and Schams, inclusive of any
13 Administrative Claims they may have arising from Debtor's post-petition activities, all
14 Membership Interests in the Reorganized Debtor.

15 Holders of the Rancris Claims are Impaired and entitled to vote on this Plan.

16 5.4 Class 4. The holders of Allowed Unsecured Claims, other than those that require or
17 elect treatment provided under Class 5, shall receive their pro rata share of Debtor's Class 4
18 payments in the amount of \$25,000 per quarter commencing three months after the Effective Date,
19 and will receive the net proceeds of the sale of Debtor's Real Property following payment to Class
20 1 and 2 creditors, up to the principal amount of Class 4 Claims. The outside date for
21 consummating such a sale (either the BLM Property or the Founder's 9 Property, as set forth in
22 Section VII, below) will be 36 months from the Effective Date.

23 Holders of the Allowed Unsecured Claims of Class 4 are Impaired and entitled to vote on
24 this Plan.

25 5.5 Class 5. Holders of each Allowed Unsecured Claim in an amount less than \$500 (or
26 of larger Allowed Unsecured Claims to the extent the holders of which voluntarily reduce their
27 Claims to \$500) shall receive payment in full, without interest, within 90 days of the Effective
28 Date.

Holders of the Allowed Unsecured Claims comprising this Class are Impaired and entitled to vote on this Plan.

5.6 Class 6. Following the payment in full of the Allowed Claims in Classes 1, 2, and 4, each holder of a Membership Interest shall receive on account of such Membership Interest \$15,000, to the extent available following payment to senior classes, from the Net Sale Proceeds of the sale of any Real Property. For Membership Interests subject to option contracts, any amount due under the option contract will be paid to the seller of the option and the balance of the \$15,000 will be paid to the purchaser of the option.

Holders of the Membership Interests are Impaired and entitled to vote on this Plan.

ARTICLE VI

MEANS FOR IMPLEMENTATION OF THE PLAN

6.1. Approval of the Rezoning Plan. With the assistance of Rancris, Reorganized Debtor will continue its efforts to obtain approval of the rezoning application Debtor submitted to the City of Henderson (the "Rezoning Plan"). The Rezoning Plan calls for development of the BLM Property with approximately 1,176 residences, and the establishment of a 6-acre open/park space, and walking and bicycle trails connecting with existing Henderson trails. Pursuant to the Rezoning Plan, Reorganized Debtor will retain (but may modify) the nine-hole course located on the Founder's 9 Property, which Reorganized Debtor shall make open to the public. Because of the impending losses which Debtor anticipates will be suffered in the summer months, Reorganized Debtor will seek to achieve rezoning as soon as possible.

6.2 Release of the BLM Patent and Sale of the BLM Property. Assuming that rezoning efforts of the BLM Property are successful, Reorganized Debtor will continue its efforts to achieve the release of the BLM Patent, and anticipates that, concurrently with the funding of the repurchase price to the BLM, Reorganized Debtor will close on one or more sales to third party buyers of all or portions of the BLM Property.

6.2.1 Sale Without Court Order. To the extent that the sales of the BLM Property result in sufficient funds to pay all Allowed Claims in full according to the terms of the Plan,

1 Reorganized Debtor is authorized to complete such sales without further order or involvement of
2 the Bankruptcy Court.

3 6.2.2 Sale By Way of Auction. Otherwise (or at Reorganized Debtor's option, in
4 any case), Reorganized Debtor may complete the sale of all or a portion of the BLM Property
5 pursuant to section 363(f) of the Bankruptcy Court via a Bankruptcy Court auction. Reorganized
6 Debtor will set the auction sale on at least 28 days' notice (provided only via the Bankruptcy
7 Court's ECF System)(as to any sale of the BLM Property or Founder's 9 Property, a "Sale Notice").
8 Reorganized Debtor may select a "stalking horse" bidder to make the initial bid, in which case
9 Reorganized Debtor shall be authorized to afford such a bidder compensation of up to \$50,000 in
10 the event a higher and better bid is ultimately obtained (to be paid only following payment in full of
11 the Class 1 Allowed Secured Claim). The sale will be as-is, where-is, with no contingencies. A
12 cash deposit of 10% of the bid amount will be required of any bidder, with the exception that
13 Liberty may overbid all or part of its secured claim. If Reorganized Debtor receives offers to
14 purchase less than 100% of the BLM Property, the auction shall first be called for separate portions
15 of the property, then for the total, with the highest aggregate price being accepted, subject to
16 Reorganized Debtor's discretion and the Court's approval, in consultation with Liberty as secured
17 creditor. Closing will take place as soon as practicable following entry of an order approving the
18 sale (and Reorganized Debtor will request that such order be immediately effective). Deposits will
19 be non-refundable if the winning bidder fails to close within 30 days following the entry of the
20 order approving the sale (unless the closing deadline is extended by Reorganized Debtor). To the
21 extent that any sale results in additional assessments for real property taxes pursuant to NRS
22 Chapter 361A, such taxes shall be the responsibility of the purchaser. These general sale
23 procedures may be supplemented or modified as set forth in the Sale Notice or otherwise approved
24 by the Court.

25 6.3 Rezoning Plan Rejection and Sale of the Founder's 9 Property. If Reorganized Debtor
26 is unable to achieve rezoning of the BLM Property on or before the Zoning Approval Deadline,
27 Reorganized Debtor will sell the Founder's 9 Property, pursuant to section 363(f) of the Bankruptcy
28 Code, and distribute the Net Sale Proceeds pursuant to the terms of this Plan. Such sale will be via

1 auction before the Bankruptcy Court. The opening bid in the amount of \$50,000 has been
 2 submitted by Starr Needham. Reorganized Debtor will set the auction sale on at least 28 days
 3 notice (provided only via the Bankruptcy Court's ECF System and any parties who have requested
 4 special notice in the Bankruptcy), and overbids will be accepted. The sale will be as-is, where-is,
 5 with no contingencies. A cash deposit of \$50,000 will be required of any overbidder, with the
 6 exception that Liberty may bid all or part of its secured claim. Closing will take place as soon as
 7 practicable following entry of an order approving the sale (and Reorganized Debtor will request
 8 that such order be immediately effective). Deposits will be non-refundable if the winning bidder
 9 fails to close within 30 days following the entry of the order approving the sale (unless the closing
 10 deadline is extended by Reorganized Debtor). Except as accepted by the purchaser by written
 11 notice filed prior to the sale hearing, all Executory Contracts will be rejected as of the Effective
 12 Date. These general sale procedures may be supplemented or modified as set forth in the Auction
 13 Sale Notice or otherwise approved by the Court.

14 Thereafter, Reorganized Debtor will determine whether it is economically feasible to
 15 operate the nine-hole "Horizon 9" course, to reopen the "Desert 9" course in order to provide an
 16 18-hole golf course, or to close the existing course in order to pursue development of a xeriscape or
 17 other course which could be economically operated. With the exception of the Liberty Secured
 18 Claim, no liens or claims shall attach to the BLM Property.

19 6.4 Section 1111(b) Elections. Section 1111(b) of the Bankruptcy Code generally permits
 20 a secured creditor to elect to forgo payment of any unsecured portion of its claim, and instead retain
 21 its lien on the real property. In that instance the face amount of the claim must be paid, but may be
 22 paid on the ultimate sale or transfer of the property. The availability and application of the section
 23 1111(b) election is complex, and secured creditors should consult their own counsel for advice
 24 regarding such matters. In the event Liberty timely exercises its section 1111(b) election, its entire
 25 claim will be paid from the sale of the Real Property, without interest, but Liberty will receive no
 26 interim payments. Liberty will retain its credit bid rights.

27 6.5 Other Matters.

28

As of the Effective Date, Debtor's by-laws will be deemed amended to provide for the holding of 100% of its Membership Interests by Rancris or its assignee.

Upon the completion of the sale of the BLM Property, Reorganized Debtor may, at its option, convert to a "for-profit" Nevada Corporation and/or may as soon as reasonably convenient following completion of the sale of the BLM Property, liquidate in accordance with NRS Chapter 84, provided that the distribution of remaining assets pursuant to NRS 82.461(4)(d) following payment of all Claims shall be to the member or members of Reorganized Debtor at the time of liquidation.

On the Confirmation Date, Rancris will extend the DIP Loan in order to continue to provide funding for Debtor's operations and reorganization costs through the Effective Date.

All sales contemplated by this Plan shall be transfers under a plan confirmed under section 1129 of the Bankruptcy Code, and shall be free of any stamp tax or real property transfer tax pursuant to section 1146(a) of the Bankruptcy Code, whether such sales occur prior to, upon, or after the Effective Date.

The Plan does not alter the terms of the BMI Deed, and all claims and defenses with regard to the BMI Deed are reserved.

ARTICLE VII

FAIR AND EQUITABLE TREATMENT OF IMPAIRED CLASSES

In the event that any Impaired Class is determined to have rejected this Plan in accordance with section 1126 of the Bankruptcy Code, Debtor may invoke the provisions of section 1129(b) of the Bankruptcy Code to satisfy the requirements for Confirmation of this Plan. Debtor reserves the right to modify this Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

ARTICLE VIII

CONDITIONS PRECEDENT TO EFFECTIVE DATE

The following are conditions precedent to the occurrence of the Effective Date:

1 8.1 The Court shall have entered the Confirmation Order in form and substance acceptable
2 to Debtor;

3 8.2 The Confirmation Order shall be Final; and

4 8.3 The consummation of a sale of any of the Real Property that disposes of either the
5 Founder's 9 Property or the BLM Property in its entirety (unless this condition is waived in writing
6 by the Debtor).

7 If any of the foregoing conditions have not been satisfied or waived within twelve (12)
8 months following the Confirmation Date, or such extended time as may be approved by the
9 Bankruptcy Court, the Plan shall not take effect.

10 ARTICLE IX

11 DISALLOWANCE OF CLAIMS/RETENTION OF PROPERTY

12 9.1 Notwithstanding anything to the contrary herein, no creditors' attorney's fees or
13 other "professional" fees (as the term "professional" is defined in section 327 of the Bankruptcy
14 Code), default interest, late penalties or any similar charges claimed before the Effective Date shall
15 be compensable by Debtor, or out of property of the Estate, nor shall the same constitute part of an
16 Allowed Claim: (1) except as permitted by section 506 (a) of the Bankruptcy Code, and (2) unless
17 and until the Creditor seeking to recover such fees and charges from Debtor, or the Estate, has had
18 such fees and charges approved by the Bankruptcy Court as "reasonable", or otherwise properly
19 payable by Debtor or the Estate. Such approval must be made through a motion for the recovery of
20 same, made on no less than thirty (30) days' written notice to Debtor, its attorneys, and the Office
21 of the United States Trustee. ANY SUCH MOTION MUST BE MADE WITHIN THIRTY
22 DAYS AFTER THE CONFIRMATION DATE, OR THE ITEMS DESCRIBED IN THIS
23 SECTION 10.1 SHALL BE FOREVER DISCHARGED.

24 9.2 Notwithstanding anything contained herein, the Reorganized Debtor shall have the
25 right to request the Court to disallow any Claim of any Person from which property is recoverable
26 under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer
27 avoidable under section 544, 545, 547, 548, or 549 of the Bankruptcy Code unless such Person or
28

1 transferee has paid the amount, or turned over any such property for which such Person or
2 transferee is liable.

3 9.3 Except as otherwise specifically provided herein, the Reorganized Debtor shall
4 retain all property of the Estate including all litigation claims of any nature whatsoever, whether or
5 not discussed in the Disclosure Statement, and whether or not known to Debtor, including any
6 rights under avoidance actions, all of which shall become property of the Reorganized Debtor.

7 9.4 All Claims objections and motions for allowance of Claims shall be filed within
8 three (3) months after the Effective Date, unless any interested party obtains an extension of this
9 deadline from the Bankruptcy Court after notice and a hearing.

10 9.5 Any payment(s) called for under the Plan, which includes (a) checks issued by the
11 Reorganized Debtor which have been returned as undeliverable without a forwarding address, or
12 (b) checks issued by the Reorganized Debtor which were not mailed or delivered because of the
13 absence of a proper address with which to mail or deliver same, shall be deposited by the
14 Reorganized Debtor into an unclaimed property reserve to be held in trust for the benefit of the
15 holders of such Allowed Claims entitled thereto under the terms of the Plan. For a period of two
16 (2) years following the Effective Date, such unclaimed property shall be held in the unclaimed
17 property reserve for the benefit of the holders of Allowed Claims which have failed to claim such
18 property. Prior to the expiration of two (2) years following the Effective Date, such unclaimed
19 property due the holder of an Allowed Claim shall be released from the unclaimed property reserve
20 and delivered to such holder upon presentation of proper proof by such holder of its entitlement
21 thereto. At the end of the second year following the Effective Date, the holders of Allowed Claims
22 theretofore entitled to the unclaimed property shall cease to be entitled thereto and all funds in the
23 unclaimed property reserve shall become property of the Reorganized Debtor.

24 ARTICLE X

26 DESIGNATION OF REORGANIZED DEBTOR AS REPRESENTATIVES OF ESTATE

27 Pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, the Reorganized Debtor,
28 through its President, is hereby designated as the representative of the Estate of Debtor.

1 **ARTICLE XI**

2 **MODIFICATION OF PLAN**

3 Debtor may propose amendments or modifications to this Plan at any time prior to
 4 Confirmation, including at the Confirmation Hearing, without leave of the Court. After
 5 Confirmation, Debtor may, with the approval of the Court, and so long as it does not materially or
 6 adversely affect the interest of Creditors, remedy any defect or omission, or reconcile any
 7 inconsistencies in the Plan, or the order of confirmation, in such manner as may be necessary to
 8 carry out the purposes of this Plan. Debtor anticipates that Confirmation litigation could include
 9 challenges to the fairness of certain terms of the treatment of the Claims of Creditors; in the event
 10 the Court finds that the proposed treatment of those Creditors is not fair and equitable or otherwise
 11 renders the Plan unconfirmable, but that a modified treatment would be fair and equitable or
 12 otherwise render the Plan confirmable, Debtor may elect to modify the Plan to incorporate such
 13 different terms without additional notice or solicitation, so long as distributions to other creditors
 14 are not negatively impacted.

15 **ARTICLE XII**

16 **EXECUTORY CONTRACTS**

17 12.1 Treatment of Executory Contracts: The treatment of Debtor's Executory Contracts
 18 under this Plan depends on whether Reorganized Debtor succeeds in obtaining approval of the
 19 Rezoning Plan.

20 12.1.1 Should Reorganized Debtor obtain approval of the Rezoning Plan, on the
 21 Effective Date of this Plan, the following Executory Contracts shall be deemed assumed by the
 22 Reorganized Debtor.

- 23 • Office Telephone System with Avaya Financial Services;
- 24 • Storage Tank Liability Insurance Policy with Chubb-TankSafe;
- 25 • Insurance Contract with Edgewood Partners Ins. Center;
- 26 • Insurance Contract with Gregg Twiggs;
- 27 • Insurance Contract with Nevada Capital Insurance Co. c/o Edgewood Partners
- 28 Insurance Company;

- Insurance Contract with Scottsdale Indemnity Company;
- Security Service Agreement with Tyco Integrated Security;
- Contract for Dishmachine Model PA-1 with US Food Inc.;
- Contract for 2015 Cushman Gas Hauler 1200 with Rance Picker and 75-2015 EZGO Electric TXT Golf Carts with VGM Financial Services, a Division of TCF;
- Contracts for 9 pieces of John Deere Equipment with Wells Fargo Bank; and
- Contract with MP 1250 partners (principals are officers of the Debtor) for sprayer, rental payment of \$1 per month with option to purchase at end of four years for \$12,000.

All other Executory Contracts, except for the Schams Contract, shall be deemed rejected on the Effective Date.

12.1.2 Should Reorganized Debtor not obtain approval of the Rezoning Plan, and Reorganized Debtor is thus required to sell the Founder's 9 Property, all of Debtor's Executory Contracts shall be deemed rejected on the Effective Date except to the extent that any of the Executory Contracts are accepted by the successful bidder on the Founder's 9 Property pursuant to Section 6.3, above. In that event, all costs of assumption shall be paid by the successful bidder, in addition to the purchase price. In the event of rejection, secured equipment lessors shall receive a return of their collateral and all parties to executory contracts with the Debtor shall have until 30 days following the Effective Date to file unsecured claims.

12.2 Treatment of the Schams Contract: The Schams Contract shall be modified through the Plan, and treated along with the Rancris Claims.

ARTICLE XIII

EFFECT OF CONFIRMATION OF PLAN

1 13.1 Binding Effect. From and after the confirmation date, the plan will be binding and
2 inure to the benefit of debtor, all present and former holders of claims and the membership
3 interests, and their respective assigns, including the reorganized debtor.

4 13.2 Vesting of Assets. Upon the Effective Date, all property of the estate will vest in the
5 Reorganized Debtor free and clear of all Claims, liens, encumbrances, restrictive covenants,
6 charges, and other interests, except as otherwise provided in the Plan or in the Confirmation Order.
7 Any documents, including without limitation, deeds, deeds of trust, notes, and security agreements,
8 shall be modified to conform to this requirement. From and after the Effective Date, the
9 Reorganized Debtor may operate its business and may use, acquire, and dispose of property free of
10 any restrictions of the bankruptcy code or the bankruptcy rules and in all respects as if there were
11 no pending case under any chapter or provision of the bankruptcy code, except as provided herein.
12 Without limiting the foregoing, pursuant to section 1123(b)(3) of the bankruptcy code, except for
13 any causes of action expressly waived by Debtor pursuant to the terms of the Plan, the Reorganized
14 Debtor will retain and will have the exclusive right, in its discretion, to enforce, not enforce, or
15 compromise against any person any and all causes of action of Debtor. The resolution of such
16 causes of action not resolved as of the Effective Date will be the responsibility of the Reorganized
17 Debtor's management. Debtor reserves the right to bring any claims or causes of action, whether or
18 not discussed in the Plan or Disclosure Statement, and whether or not currently known to Debtor.

19 13.3 Discharge of Debtor. Upon the Effective Date and in consideration of the rights
20 afforded in the Plan and the payments and distributions to be made thereunder, except as otherwise
21 provided herein or in the Confirmation Order, each holder (as well as any trustees and agents on
22 behalf of each holder) of a Claim or Membership Interest and any affiliate of such holder will be
23 deemed to have forever waived, released, and discharged Debtor, to the fullest extent permitted by
24 section 1141 of the Bankruptcy Code, of and from any and all Claims, Membership Interests,
25 Causes of Action, rights, and liabilities that arose prior to the Effective Date of any kind, nature, or
26 description whatsoever, including any accrued interest, fees, or other charges, in exchange for the
27 treatment afforded to such Claims under the Plan, and each such holder will be deemed to have
28 granted, and will grant to Debtor the waiver, release and discharge described in the Plan. Except as

1 otherwise provided in the Plan, upon the Effective Date, all such holders of Claims and
2 Membership Interests and their affiliates will be forever precluded and enjoined, pursuant to
3 sections 105, 524 and 1141 of the Bankruptcy Code, from prosecuting or asserting any such
4 discharged Claim against or terminated Membership Interest in Debtor or the Reorganized Debtor,
5 or against any of their assets or property, based upon any act or omission, transaction, or other
6 activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder
7 has filed a Proof of Claim or proof of Interest.

8 13.4 Injunction. Except as otherwise expressly provided in the Plan or the Confirmation
9 Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons
10 who have held, hold or may hold Claims against or Membership Interests in Debtor, along with
11 their respective present or former employees, agents, officers, directors, or principals, are
12 permanently enjoined, with respect to any such Claims or Membership Interests, as of the
13 Confirmation Date, but subject to the occurrence of the Effective Date, from (a) commencing,
14 conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding
15 of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or
16 other forum) against or affecting Debtor, the Estate, or the Reorganized Debtor or any of their
17 property, or any direct or indirect transferee of any property of, or direct or indirect successor in
18 interest to, any of the foregoing Persons or any property of any such transferee or successor; (b)
19 enforcing, levying, attaching (including, without limitation, any pre-judgment attachment),
20 collecting or otherwise recovering by any manner or means, whether directly or indirectly, any
21 judgment, award, decree or order against Debtor, the Estate, or the Reorganized Debtor or any of
22 their property, or any direct or indirect transferee of any property of, or direct or indirect successor
23 in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (c)
24 creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance
25 of any kind against Debtor, the Estate, or the Reorganized Debtor or any of their property, or any
26 direct or indirect transferee of any property of, or successor in interest to, any of the foregoing
27 Persons; (d) acting or proceeding in any manner, in any place whatsoever, that does not conform to
28 or comply with the provisions of the Plan to the full extent permitted by applicable law; (e) taking

1 any actions to interfere with the implementation or consummation of the Plan and (f) commencing
2 or continuing, in any manner or in any place, any action that does not comply with or is inconsistent
3 with the provisions of the Plan, such as commencing or continuing in any manner any action or
4 other proceeding of any kind with respect to any Claims, Membership Interests, and Causes of
5 Action which are extinguished or released pursuant to the Plan; provided, however, that nothing
6 contained herein will preclude such Persons from exercising their rights pursuant to and consistent
7 with the terms of the Plan.

8 13.5 Exculpation and Limitation of Liability. None of Debtor, the Reorganized Debtor,
9 or any of their respective current or former members, shareholders, officers, directors, managers,
10 employees, advisors, professionals, affiliates, or agents of any of the foregoing (including any
11 attorneys, financial advisors, investment bankers and other professionals retained by such persons,
12 but solely in their capacities as such) will have or incur any liability for any act or omission in
13 connection with, related to, or arising out of, without limitation, the negotiation and execution of
14 the Plan, the Disclosure Statement, the solicitation of votes for and the pursuit of confirmation of
15 the Plan, the consummation of the Plan, or the administration of the Plan or the property to be
16 distributed under the Plan, including, without limitation, all documents ancillary thereto, all
17 decisions, actions, inactions and alleged negligence or misconduct relating thereto and all activities
18 leading to the promulgation and confirmation of the Plan, except willful misconduct, fraud,
19 knowing misrepresentation, or gross negligence as determined by a Final Order of the Bankruptcy
20 Court. This provision applies to conduct occurring during the Chapter 11 Case. The foregoing
21 parties will be entitled to rely upon the advice of counsel with respect to their duties and
22 responsibilities under the Plan.

23 13.6 Injunction Related to Releases, Exculpation and Interference with Plan. The
24 Confirmation Order will permanently enjoin the commencement or prosecution by any Person or
25 entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments,
26 damages, demands, debts, rights, Causes of Action or liabilities released pursuant to the Plan. Such
27 Persons will also be enjoined from taking any action to interfere with the Plan or the
28 implementation of the Plan.

13.7 Documents Modified. From and after the Confirmation Date all loan documents, trust deeds and other contracts documenting Claims against Debtor shall be deemed modified and/or superseded by the terms of the Plan. Debtor may obtain an order from the Bankruptcy Court to effectuate the execution and recording of such documents. After the Confirmation Date, Claims shall be paid only in accordance with the Plan, and any effort by any Claimant to compel Debtor to pay the holder of a Claim more than its Allowed Claim, or to pay its Claim in any manner other than as provided for in the Plan, shall constitute a violation of the Confirmation Order and Section 1141 of the Bankruptcy Code. All claimants holding negotiable instruments signed by Debtor which reflect a prepetition Claim shall cause a legend or notation to be placed conspicuously on the face of any such instrument stating that the terms of this instrument have been modified by the terms of the Plan. This legend or notation must be placed on said negotiable instruments within five (5) days of the Effective Date, and Debtor may withhold payments to the holders of any such instrument until they have proved that this action has in fact been taken.

13.8 Cash Collateral Stipulations Superseded. From and after the Confirmation Date, any cash collateral stipulation or order regarding the use of cash collateral then effective in this proceeding shall be rendered null and void, and the terms of the Plan shall be controlling.

13.9 Authorization. Pursuant to section 1142(a) of the Bankruptcy Code, notwithstanding any other applicable non-bankruptcy law, rule or regulation relating to financial condition, Debtor is authorized to carry out the terms of the Plan.

13.10 Final Decree. Once the Estate has been fully administered, as provided in Bankruptcy Rule 3022, Debtor or Reorganized Debtor, or such other party as the Court shall designate in the Confirmation Order, shall file a motion with the Court to obtain a final decree to close the case, which the Bankruptcy Court may grant on an ex parte basis. Alternatively, the Court may enter such a final decree on its own motion.

ARTICLE XIV

RETENTION OF JURISDICTION

The Court shall retain jurisdiction of this Chapter 11 Case until this Plan has been fully consummated, for the limited purposes of:

1 a. The Allowance or Classification of Claims, including the reexamination of Claims
2 which have been allowed for the purposes of voting, and the determination of such objections as
3 may be filed to Creditors' Claims. The failure by Debtor to object to or examine any claim for the
4 purpose of voting shall not be deemed to be a waiver of Debtor's right to object to or reexamine the
5 Claim in whole or in part.

6 b. The allowance of compensation or other administrative expenses.

7 c. To hear and determine Claims concerning state, local, and federal taxes pursuant to
8 sections 346, 505, 525, and 1146 of the Bankruptcy Code.

9 d. To hear, conduct, and approve sales as provided by the Plan.

10 e. To hear and determine all actions and proceedings that relate to pre-confirmation
11 matters brought by Debtor whether such action or proceeding is brought before or after the
12 Effective Date.

13 f. The determination of any issues relating to the assumption or rejection of executory
14 contracts and unexpired leases including the assumption or rejection of executory contracts or
15 unexpired leases not expressly dealt with herein.

16 g. The correction of any defects, the curing of any omission, or the reconciliation of any
17 inconsistency of this Plan or in the Confirmation Order as may be necessary to carry out the
18 purposes and intent of this Plan.

19 h. The modification of this Plan after Confirmation pursuant to the Bankruptcy Rules and
20 Title 11 of the United States Code.

21 i. The interpretation of the terms of this Plan.

22 j. The entry of any order, including injunctions, necessary to enforce title, rights and
23 powers of Debtor and to impose such limitations, restrictions, terms and conditions of such title,
24 rights and powers as this Court may deem necessary including, without limitation, any right of
25 Debtor to recover assets pursuant to any of the relevant provisions of the Bankruptcy Code.

26 k. The determination of the validity, extent and priority of all liens and security interests
27 against property of Debtor's Estate.
28

1 l. To hear and determine such matters and make such orders as are consistent with the
2 Plan as may be necessary or desirable to carry out the provisions thereof and to adjudicate any
3 disputes arising under or relating to any order entered by the Court in this proceeding.

4 m. Enforcement of any rights of Debtor arising out of bankruptcy laws or terms of the Plan.

5 n. The adjudication of the Liberty Litigation.

6 o. The entry of an order concluding and terminating this Chapter 11 Case.

7 **ARTICLE XV**

8 **TREATMENT OF DISPUTED CLAIMS**

9 15.1 Except as otherwise provided for in this Plan, Debtor shall set aside in a segregated
10 account the percentage installments on payments applicable to Disputed Claims.

11 15.2 If Debtor and the Creditor holding a Disputed Claim are unable to agree on the
12 amount to be placed in the segregated account, the Bankruptcy Court shall fix the amount, upon
13 request of either party.

14 15.3 Upon Final Order of the Bankruptcy Court respect to the allowance or disallowance
15 of a Disputed Claim:

16 a. If any part of the Disputed Claim is finally allowed, Debtor shall distribute to
17 such Claimant, from the segregated account, that portion of the amount held in
18 the segregated account to which the Claimant would have been entitled if the
19 Claim had been allowed as of the Confirmation Date, within ten (10) days of the
20 date of the Final Order allowing such Claim.

21 b. The balance of the funds in the segregated account attributable to the disallowed
22 portion of the Disputed Claim shall be distributed to Debtor.

23 c. If the funds in the segregated account attributable to the previously Disputed
24 Claim are insufficient to pay the amounts required to be paid, Debtor shall pay
25 the balance due within thirty (30) days the entry of the Final Order allowing such
26 Claim.

1 d. After allowance, and to the extent allowed, the previously Disputed Claim shall
2 be treated for purposes of receiving subsequent distributions (if any), as if such
3 Claim had been allowed as of the Confirmation Date.

4 **ARTICLE XVI**

5 **POST-PETITION REPORTING**

6 16.1 Debtor shall file post-petition reports as required by Local Rule 3020(a), with reports
7 to be filed at least quarterly within 30 days of the prior calendar quarter, until entry of a final
8 decree.

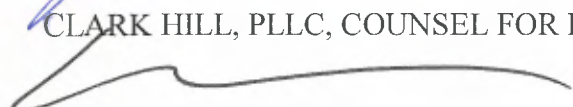
9 16.2 Debtor shall be eligible for a final decree upon (1) commencement of payments
10 pursuant to the confirmed Plan; and (2) entry of a Final Order of Confirmation.

11
12
13 Respectfully submitted this 17th day of April, 2018.

14 DEBTOR, BLACK MOUNTAIN GOLF AND COUNTRY CLUB, INC.

15 
16 Larry Tindall, President

17 CLARK HILL, PLLC, COUNSEL FOR DEBTOR

18 
19 Candace C. Carlyon, Esq.