

**ASSET PURCHASE AGREEMENT**

**by and among**

**JOSEPH V. WOMACK AS CHAPTER 7 TRUSTEE OF THE BANKRUPT  
ESTATE OF BLACK BULL RUN DEVELOPMENT, LLC**

**DARCY M. CRUM AS CHAPTER 7 TRUSTEE OF THE BANKRUPT ESTATE OF  
THE BLACK BULL GOLF CLUB, INC.**

**and**

**ROBERT SCHUMACHER OR ASSIGNS**

**Dated as of December 22, 2010**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is effective as of December 22, 2010 (the “Effective Date”), by and among (i) Joseph V. Womack solely in his capacity as chapter 7 trustee of the bankrupt estate of Black Bull Run Development, LLC, a Delaware limited liability company (“Black Bull Run”) and not individually, (ii) Darcy M. Crum solely in her capacity as chapter 7 trustee of the bankrupt estate of The Black Bull Golf Club, Inc., a Montana nonprofit corporation (“Golf Club”, together with Black Bull Run, collectively, the “Sellers”) and not individually, and (iii) Robert Schumacher (or his assignee(s), designee(s) or nominee(s) as permitted by this Agreement, the “Acquirer”).

### RECITALS

WHEREAS, Black Bull Run is the debtor in that certain chapter 7 bankruptcy of Black Bull Run in the United States Bankruptcy Court for the District of Montana (the “Court”) Case No. 10-60593-7, and Golf Club is the debtor in that certain chapter 7 bankruptcy of Golf Club in the Court Case No. 10-60537-7 (collectively, the “Bankruptcy Cases”);

WHEREAS, Black Bull Run is the owner of Montana All Beverage License Number 06-715-2717-001 (the “Liquor License”); and

WHEREAS, Sellers and Buyer wish to enter into an agreement in which the Sellers will (subject to competitive bidding and potentially higher and better offers) sell, assign, transfer and convey to the Acquirer all of the Sellers’ right, title and interest in and to the Assets free and clear of any and all other liens, claims, encumbrances, and interests except for the Permitted Exceptions, subject to mutually satisfactory terms and conditions as set forth in this Agreement.

**IN CONSIDERATION** of the mutual promises contained in this Agreement, the parties agree as follows:

### ARTICLE I DEFINITIONS

Unless otherwise defined in this Agreement, the terms set forth in this Article I shall have the meanings given the terms in this Article I:

“Acquirer” shall have the meaning set forth in the first paragraph of this Agreement.

“Acquirer Conditions” shall have the meaning set forth in Article VI.

“Affiliate” shall mean, with respect to any specified Person: (a) any other Person which directly or indirectly, owns or controls, is under common ownership or control with, or is owned or controlled by, the specified Person; and (b) any immediate family

member of the specified Person or any of the foregoing Persons referred to in clause (a) who is an individual.

“Agreement” shall mean this Asset Purchase Agreement, including all exhibits and schedules to this Agreement, as amended from time to time.

“Approved Procedures” shall mean those procedures for the public auction of the Assets approved and ordered by the Court, after due proceedings.

“Assets” shall mean the Real Property, the Permits, the Liquor License, the Commercial Lease, and all inventory and equipment owned by any Seller and used in connection with the Business, including, without limitation, the inventory and equipment listed on the attached Exhibit A, and all trademarks, trade names, styles, and other intellectual property of Sellers, including the name “Black Bull” and all associated marks, provided, however, Assets shall not mean or include any executory contracts or unexpired leases unless any executory contract or unexpired lease is an Assumed Obligation.

“Associations” shall mean the Homeowners’ Associations and any other home owners’ association, condominium association, property owners’ association or similar membership organization which is directly or indirectly controlled by any Seller, any Affiliate of any Seller or one or more of the employees, agents, members, directors, or officers of any Seller or any Affiliate of any Seller and established for the governance, management, and/or maintenance of Black Bull or any portion of Black Bull.

“Assumed Obligations” shall mean any obligations set forth on the Contract Assumption Schedule attached as Exhibit B.

“Auction” shall have the meaning set forth in Section 5.7.

“Bankruptcy Cases” shall have the meaning set forth in the Recitals to this Agreement.

“Black Bull” shall mean that certain planned residential golf community known as Black Bull and located in Bozeman, Montana.

“Black Bull Run” shall have the meaning set forth in the first paragraph of this Agreement.

“Break-Up Fee” shall equal Eighty Thousand Dollars (\$80,000.00).

“Business” shall mean the ownership, management, operation, marketing and development of the planned residential golf community known as Black Bull in Bozeman, Montana, including golf, tennis, and other recreational facilities, amenities, activities, and services, dining and beverage services, and the sale of real property and golf club memberships.

“Business Day” shall mean a day other than Saturday, Sunday, or any other day on which commercial banks in New York, New York and Butte, Montana are authorized or required by Law to be closed for business.

“Certificate of Deposit” shall mean that certain Certificate of Deposit in the amount of \$100,012.50 currently payable to Gallatin County and Womack, delivered to Gallatin County as security for the completion of the improvements with respect to Phase I of the Black Bull Run Subdivision subject to the 5<sup>th</sup> Addendum to the Improvements Agreement and signed by Gallatin County and Womack, in connection with those improvements as described in the Improvements Agreement.

“Claims” shall mean any debt, liability, or other obligations arising in any way in connection with any acts, or failures to act, of any Seller and/or any Trustee including, obligations, demands, guarantees, options, rights, contractual commitments, restrictions, interests, and matters of any kind and nature whether arising prior to or subsequent to the Closing Date or to the commencement of the Bankruptcy Cases, and whether imposed by agreement, understanding, law, equity, or otherwise.

“Closing” shall have the meaning set forth in Section 8.1.

“Closing Date” shall have the meaning set forth in Section 8.1.

“Closing Statement” shall have the meaning set forth in Section 8.2.10.

“Contract” shall mean any contract, lease, commitment, indenture, mortgage, note or other agreement.

“Control” shall mean the right and power to direct or cause the direction, directly or indirectly, of the management and policies of any Person.

“Court” shall have the meaning set forth in the Recitals to this Agreement.

“Deposit” shall have the meaning set forth in Section 2.2.

“Ditch Companies” shall mean, collectively, Lower Middle Creek Supply Ditch, Inc., a Montana corporation, and Farmers Canal Company of Gallatin County, a Montana corporation.

“Effective Date” shall have the meaning set forth in the first paragraph of this Agreement.

“Golf Club” shall have the meaning set forth in the first paragraph of this Agreement.

“Governmental Authority” shall mean the government of the United States or any foreign country or any state or political subdivision thereof, and any entity, body, or authority exercising executive, legislative, regulatory, or administrative functions of or

pertaining to government, including quasi-governmental entities established to perform similar functions.

“Homeowners’ Associations” shall mean the Black Bull Homeowners Association, a Montana not-for-profit, mutual benefit corporation, and the Club Home Owners Association, a Montana not-for-profit mutual benefit corporation.

“Improvements Agreement” shall mean that certain Improvements Agreement for Black Bull Subdivision Phase I, made and entered into July 12, 2007, by and between Black Bull Run and Gallatin County, as amended from time to time.

“Inspection” shall have the meaning set forth in Section 3.2.

“Law” shall mean any statute, regulation, ordinance, rule, order, decree, judgment, consent decree, settlement agreement, or governmental requirement enacted, promulgated, entered into, agreed to or imposed by any Governmental Authority.

“Lien” shall mean any mortgage, lien, charge, restriction, pledge, assessment, security interest, option, lease or sublease, claim, judgment, demand, right of any third party, easement, encroachment or encumbrance.

“Liquor License” shall have the meaning set forth in the Recitals to this Agreement.

“Permits” shall mean all licenses, certificates, permissions, approvals, plats, franchises, rights (including subdivision and development rights) with respect to the Business or the Assets.

“Permitted Exceptions” shall mean:

- (a) Reservations and exceptions in any patent from the United States or the State of Montana;
- (b) Existing easements and rights of way;
- (c) All building, use, zoning, sanitary and environmental restrictions;
- (d) Taxes and assessments for the calendar year Closing occurs; and
- (e) Other encumbrances acceptable to the Acquirer in its sole discretion.

“Person” shall mean any individual, corporation, proprietorship, firm, partnership, limited partnership, limited liability limited partnership, limited liability company, association, Governmental Authority, or other entity.

“Personal Property” shall mean all of the Assets that do not constitute Real Property.

“Phase II Approval” shall mean the preliminary plat approval granted by the Gallatin County Commission on September 21, 2005, with respect to Phase II of the Black Bull Run Subdivision.

“Purchase Price” shall have the meaning set forth in Section 2.2.

“Purchase Price Reduction” shall have the meaning set forth in Section 2.2.

“Real Property” shall mean the real property described on Exhibit C together with all appurtenances thereto including all structures, improvements, fences, gates and fixtures thereon and further including, without limitation, oil, gas, coal, minerals, gems, gravel, scoria, mineral rights, thermal rights, ditch rights, water rights and interests in the Ditch Companies and any other irrigation, ditch, canal or similar companies owned, in whole or in part, by any Seller, and further including all Permits.

“Sale Confirmation” shall mean Bankruptcy Court confirmation and approval of the sale of the Assets to the highest and best bidder pursuant to the Sale Confirmation Order.

“Sale Confirmation Order” shall have the meaning set forth in Section 5.7.

“Sale Motion” shall have the meaning set forth in Section 5.7.

“Seller Conditions” shall have the meaning set forth in Article VII.

“Seller’s Broker” shall have the meaning set forth in Section 5.4.

“Sellers” shall have the meaning set forth in the first paragraph of this Agreement.

“Settlement Statement” shall have the meaning set forth in Section 8.2.11.

“Successful Bid” shall mean the highest and best bid submitted at the Auction determined pursuant to the Approved Procedures. Successful Bids include a successful credit bid.

“Successful Bidder” shall mean the Person that submitted the Successful Bid at the Auction.

“Title Commitments” shall have the meaning set forth in Section 3.1.

“Title Company” shall mean Stewart Title of Bozeman, LLC.

“Title Policy” shall have the meaning set forth in Section 6.1.6.

“Transaction” shall mean the transaction contemplated by this Agreement including the purchase of the Assets by the Acquirer on the terms and conditions set forth in this Agreement.

“Trustees” shall mean Joseph V. Womack as chapter 7 trustee of the bankrupt estate of Black Bull Run and Darcy M. Crum as chapter 7 trustee of the bankrupt estate of Golf Club.

“Water Rights” shall have the meaning set forth in Section 3.1.3.

“Womack” shall mean Joseph V. Womack, in his capacity as chapter 7 trustee of the bankrupt estate of Black Bull Run, and not individually.

## **ARTICLE II PURCHASE AND SALE OF ASSETS**

**SECTION 2.1 PURCHASE AND SALE.** Sellers shall grant, sell, and convey to Acquirer good and marketable title to all, and not less than all, of the Assets free and clear of all Liens, Claims, encumbrances, or defects in title or interests of third parties pursuant to 11 U.S.C. § 363(f), excepting only Permitted Exceptions.

**SECTION 2.2 PURCHASE PRICE AND ALLOCATION.** For and in consideration of the Assets, Acquirer shall pay to the Sellers the sum of Eight Million One Hundred Thousand Dollars (\$8,100,000.00) (the “Purchase Price”), \$500,000.00 (the “Deposit”) of which shall be paid to the Title Company in cash or immediately available funds on or before the fifth (5<sup>th</sup>) business day after each of the Sellers and the Acquirer have executed this Agreement. The balance of the Purchase Price shall be paid by the Acquirer, in cash or immediately available funds, at the Closing. Seven Hundred Thousand Dollars (\$700,000.00) of the Purchase Price shall be allocated to the Liquor License. The Deposit and Liquor License Consideration shall be deposited by the Title Company in an interest-bearing account.

**SECTION 2.3 ADJUSTMENTS.** The Purchase Price shall be credited, debited or prorated, as the case may be, between the parties as of the Closing Date, as follows:

- 2.3.1 Real and personal property taxes for the year of Closing, based upon the most recent levy and the most recent assessment, rentals, irrigation fees and assessments and other similar prepaid items prorated to and as of the Closing Date; and
- 2.3.2 All charges for electricity, gas, water, sewer or other utility services (or a reasonable estimate of such charges) incurred or attributable to periods prior to the Closing Date shall be deducted from the Purchase Price (unless previously paid, satisfied or otherwise provided for); and
- 2.3.3 The title insurance premium for an ALTA owner’s standard title insurance policy on the Real Property, in an amount equal to the Purchase Price, shall be deducted from the Purchase Price; and
- 2.3.4 Fifty percent of the closing fees and expenses shall be deducted from the Purchase Price, with Buyer paying the balance thereof; and

- 2.3.5 Fifty percent of the escrow fee and other charges of the escrow agent shall be deducted from the Purchase Price, with Buyer paying the balance thereof; and
- 2.3.6 All delinquent real and personal property taxes shall be deducted from the Purchase Price; and
- 2.3.7 All special improvement district assessments shall be deducted from the Purchase Price.

**SECTION 2.4 CERTIFICATE OF DEPOSIT.** On or before the Closing Date, Acquirer shall make a deposit, which shall not exceed \$100,012.50, with Gallatin County, Montana, acceptable to Gallatin County to release the Certificate of Deposit to Womack upon Closing.

### **ARTICLE III DUE DILIGENCE**

**SECTION 3.1 DUE DILIGENCE DOCUMENTS.** On or before the fifth (5<sup>th</sup>) Business Day following the Effective Date, Womack shall deliver to Acquirer two updated commitments to issue a standard ALTA owners policy from the Title Company (the "Title Commitments") with respect to the Real Property, together with legible copies of all documents and exceptions referred to in the Title Commitments. On or before the tenth (10<sup>th</sup>) Business Day following the Effective Date, the Sellers shall deliver to the Acquirer the following which are in Sellers' possession or under the Sellers' control, each of which shall be reasonably acceptable to the Acquirer:

- 3.1.1 Copies of all certificates of survey (whether recorded or otherwise), plats, site surveys, easements or appurtenance surveys or representations and similar instruments depicting all or any portion of the Real Property, if any; and
- 3.1.2 Copies of all agreements or instruments granting any person a possessory interest in or right to use the Real Property for any purposes; and
- 3.1.3 Copies of all water claims, certificates, adjudications, decrees, orders, filings, applications or objections related to water rights appurtenant to the Real Property (the "Water Rights") whether or not any Water Rights have been approved or adjudicated; and
- 3.1.4 Copies of reports, notices or orders relating to any environmental inspection, event or condition upon the Real Property, if any; and
- 3.1.5 Copies of all reports, studies and other information regarding the oil, gas, coal, minerals, gems, scoria, gravel, mineral rights and thermal rights underlying the Real Property, together with all leases or other agreements relating to the development or burdening the production of any of the foregoing; and



3.1.6 All other reports or other information relating to the Assets.

**SECTION 3.2 ACQUIRER'S REVIEW.** The Acquirer shall perform its inspection and review of the Assets, which shall include, but not be limited to, the right of the Acquirer to physically inspect the Assets and review the information provided under Section 3.1, any and all documents or information in any Seller's possession and control with respect to the Assets, to obtain environmental audits or assessments of the Real Property, to survey the Real Property or any portion of the Real Property and any other investigations as the Acquirer may deem reasonably necessary or appropriate including, without limitation, inspections and investigations regarding zoning, access, easements, well depths, septic and sanitation restrictions, subdivision requirements and approvals, development rights, oil, gas, coal, minerals, gems, scoria, gravel, mineral rights, thermal rights, surveys or other means of establishing the corners and boundaries, special improvement districts, restrictions affecting use, special building requirements, future assessments, utility hook-up and installation costs, environmental hazards, the quantity and quality of all water rights, review of all leases, Permits and other agreements relating to the Assets, and any other matter the Acquirer deems appropriate (the "Inspection"). The Acquirer shall complete the Inspection on or before the date that is thirty (30) days after the Effective Date (the "Due Diligence Termination Date"). The Inspection shall be conducted at the Acquirer's sole cost and expense. The Acquirer shall maintain liability insurance with a limit of \$500,000.00 naming Sellers as additional insureds in the policy to cover Sellers, their assets, attorneys, representatives and designees for any damages suffered while conducting the inspection. The Acquirer shall immediately following the Inspection return the Assets to the condition existing immediately prior to the conduct of the Inspection. The Sellers shall allow the Acquirer, its agents, attorneys, representatives, and designees to have access to the Assets and to any contracts, instruments or documents which any Seller may have in its possession or control and relating to the Assets and to permit the Acquirer to make a thorough investigation of the Assets. The Sellers shall cooperate with the Acquirer during the Inspection. Should Acquirers' examination of the Title Commitments disclose title defects or other irregularities which are not acceptable to the Acquirer, then the Acquirer shall identify those title defects or other irregularities in a written notice delivered to Black Bull Run on or before the tenth (10<sup>th</sup>) day after the Title Commitments have been delivered to the Acquirer. If Black Bull Run is unable to cure or remove any title defects or other irregularities specified in the written notice on or before the Closing Date, Black Bull Run shall notify the Acquirer in writing and the Acquirer may, in the Acquirer's sole discretion, (a) elect to waive the title defects or other irregularities and proceed to closing, or (b) terminate this Agreement, in which event the Acquirer shall be entitled to the return of the Deposit and the deposit made pursuant to Section 2.4, if any, and the parties shall have no further rights or obligations under this Agreement.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

**SECTION 4.1 REPRESENTATIONS AND WARRANTIES OF THE ACQUIRER.** Subject to receipt and due entry of the Sale Confirmation Order, the Acquirer represents and

warrants that: (a) the Acquirer has full power and authority to enter into this Agreement and to consummate the Transaction; (b) the execution, delivery, and performance by the Acquirer of this Agreement has been duly and validly authorized and no other action or proceeding on the part of the Acquirer is necessary to authorize this Agreement and the Transaction; (c) the Acquirer has duly and validly executed and delivered this Agreement; (d) this Agreement constitutes the legal, valid, and binding obligation of the Acquirer, in each case enforceable in accordance with its terms, except as its enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies; and (e) the execution and delivery of this Agreement and the consummation of the Transaction by the Acquirer does not conflict with, and will not result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, or acceleration of any obligation or loss of any benefit under any Contract or Law applicable to the Acquirer, its properties or assets.

**SECTION 4.2 REPRESENTATIONS AND WARRANTIES OF THE SELLERS.** Subject to receipt and due entry of the Sale Confirmation Order, each of the Sellers represents and warrants that: (a) the Sellers have full power and authority to enter into this Agreement and to consummate the Transaction; (b) the execution, delivery, and performance by the Sellers of this Agreement has been duly and validly authorized and no other action or proceeding on the part of the Sellers is necessary to authorize this Agreement and the Transaction; (c) the Sellers have duly and validly executed and delivered this Agreement; (d) this Agreement constitutes the legal, valid, and binding obligation of the Sellers, in each case enforceable in accordance with its terms, except as its enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar Laws in effect which affect the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies; and (e) the execution and delivery of this Agreement and the consummation of the Transaction by the Sellers does not conflict with, and will not result in any violation of or default under (with or without notice or lapse of time, or both), or give rise to a right of termination, cancellation, or acceleration of any obligation or loss of any benefit under any Contract or Law applicable to any of the Sellers, their properties or the Assets.

## **ARTICLE V COVENANTS**

**SECTION 5.1 CONTRACT DESIGNATION RIGHTS.** The Sellers shall, upon the Acquirer's request, assume or reject any executory contracts, provided however, that any such assumption of any executory contracts shall not require Sellers to cure any defaults of any assumed contracts if to cure any defaults, Sellers are required to pay any money due thereunder.

**SECTION 5.2 USE OF NAME.** From and after the Closing, Sellers and their Affiliates, if any, shall cease using, directly or indirectly, in any manner any of the Sellers' intellectual property or any trade name, trademark, service mark, logo, domain

name, or other name that is similar in sound or appearance (including the use of “Black Bull”, “Black Bull Run”, “Club Homes”, and/or any similar variation or combination thereof), and change all stationary and entity names that contain, and otherwise discontinue the use of, the name “Black Bull”, “Black Bull Run”, “Montana Club”, “Club Homes”, and/or any similar variation or combination thereof.

**SECTION 5.3 ON-GOING OPERATIONS.** From and after the Effective Date until the Closing Date, Sellers shall operate the Business and cause the operation of the Associations in a businesslike and prudent manner in the ordinary and usual course of business in substantially the same manner as conducted prior to the date of this Agreement, and shall use their best efforts to: (a) preserve substantially intact the present business organization of the Sellers and maintain the Business and the Assets and cause the Associations to maintain their respective assets in similar repair, working order and condition as exists on the Effective Date, subject only to ordinary wear and tear; (b) preserve the Permits and the Liquor License in full force and effect; and (c) cause the Associations to preserve in full force and effect their respective Permits, if any. Without limiting the generality of the foregoing, from the Effective Date until the Closing Date, the Sellers shall not (nor shall they permit or cause any Affiliate or any Association to) take any of the following actions that might either individually or in the aggregate have a material and adverse effect on the Business, the Assets, the Associations or their respective assets, without the prior written consent of the Acquirer:

- 5.3.1 sell, transfer, assign, lease or further encumber any of the Assets;
- 5.3.2 grant, transfer, revoke, reject, or recall any membership in Black Bull Run or Golf Club;
- 5.3.3 enter into any new Contract in excess of \$5,000.00;
- 5.3.4 terminate, modify, amend, or otherwise alter or change any of the terms or provisions of any Assumed Obligation;
- 5.3.5 terminate, modify, amend, or otherwise alter or change any of the terms or provisions of, or consent to or permit any termination, modification, or amendment of, any documents governing membership in Black Bull Run, Golf Club or membership or governance of any Association;
- 5.3.6 cause or permit any reduction, increase, postponement, deferral, or waiver of any Association membership fees, deposits, dues, assessments, and/or other charges; and/or
- 5.3.7 prosecute the platting or subdivision of any of the Real Property and/or amend or otherwise modify any existing platting or subdivision of any of the Real Property, except as required to maintain any Permits.

**SECTION 5.4 BROKERS.** Seller has retained a broker (the “Seller’s Broker”) with respect to this transaction and Seller shall be solely responsible for payment of any

commission or expenses due the Seller's Broker in connection with the Transaction. Other than the Seller's Broker, Seller has not retained any broker, investment advisor, consultant, or finder, or incurred any liability for any commission or fee to any broker, investment advisor, consultant, or finder in connection with the Transaction. Acquirer has not retained any broker, investment advisor, consultant, or finder, or incurred any liability for any commission or fee to any broker, investment advisor, consultant, or finder in connection with the Transaction.

**SECTION 5.5 ASSOCIATIONS.** On or before the Closing Date, Sellers shall have caused the resignation of all designees of any Seller, or any Affiliate of any Seller, as members, officers, directors, or other title holders of any governing board, review board committee or sub-committee of any Association.

**SECTION 5.6 SALE PROCEDURE CONSULTATION.** The Sellers shall consult with the Acquirer on all aspects of the Approved Procedures, including the drafting and submission of all motions and other pleadings related to the Approved Procedures, and shall consult with the Acquirer to prepare the Sale Confirmation Order.

**SECTION 5.7 APPROVED PROCEDURES; SALE MOTION.** The Approved Procedures shall be as provided in the form of Sales Procedure Order attached hereto as Exhibit D, and shall, among other items:

- 5.7.1 Provide a minimum notice to prospective buyers and public advertisement for a period of not less than thirty (30) days in newspapers of general circulation in the area where the Assets are located.
- 5.7.2 Permit the Sellers to accept competitive bids on the Assets at the Auction.
- 5.7.3 Provide for an opportunity for due diligence review of the Assets by third party bidders prior to the Auction.
- 5.7.4 Require deposits from and qualification of bidders to assure the ability of bidders to close.
- 5.7.5 Require an "open cry" auction in Bankruptcy Court.
- 5.7.6 Require a minimum overbid amount of Fifty Thousand Dollars (\$50,000.00).
- 5.7.7 Provide a method for determination of the highest and best bid by the Trustee.
- 5.7.8 Require Sale Confirmation.

- 5.7.9 Provide that if the Acquirer is not the Successful Bidder, the Deposit shall be returned to the Acquirer, together with accrued interest, no later than five (5) business days after the Auction, and the Sellers shall pay to the Acquirer the Break-Up Fee in immediately available funds, at closing of the purchase by the Successful Bidder or forfeiture by the second Successful Bidder or back-up bidder of such bidder's deposit.

Within seven (7) days after the Effective Date, the Sellers shall file a motion with the Court, in a form satisfactory to the Acquirer, to have the Court approve the Approved Procedures in substantially the form and content attached hereto as Exhibit D (the "Sales Procedure Order") in accordance with the United States Bankruptcy Code, including 11 U.S.C. §§ 105, 363, and 365. The Sales Procedure Order shall include, but not be limited to, the following: (a) the Court's approval of (i) this Agreement, (ii) the Sellers' execution thereof and (iii) the Acquirer as the "stalking horse" bidder, (b) the Court's approval of payment of the Break-Up Fee if this Agreement is terminated as a result of an overbid by another purchaser or due to the default by Seller pursuant to the terms of this Agreement, (c) the Court's approval of an overbid minimum requirement of \$50,000, (d) the Court's approval of standard bidding procedures for the sale of the Assets free and clear of all Liens, Claims, or defects in title or interests of third parties, excepting only Permitted Exceptions and (e) the Court's approval of the form of notice for the auction and sale's hearing. If there is any conflict between the terms of this Section 5.7 and the Sales Procedure Order, the Sales Procedure Order shall govern with respect to such conflicting terms. The Acquirer may participate in the auction held pursuant to the Approved Procedures (the "Auction"), and may submit purchase terms different from those set forth in this Agreement as the Acquirer may deem appropriate in seeking to become the Successful Bidder at the Auction.

Immediately following the Auction, the Sellers shall move the Court (the "Sale Motion") for a "Sale Confirmation Order", in a form satisfactory to the Acquirer, which (a) approves the sale of the Assets to Acquirer on the terms and conditions set forth in this Agreement and authorizes the Sellers to proceed with the Transaction, (b) includes a specific finding that the Acquirer is the good faith purchaser of the Assets and acted in "good faith" within the meaning of Section 363(m) of the United States Bankruptcy Code, (c) states that the sale of the Assets to the Acquirer shall be free and clear of all Liens, Claims, or defects in title or interests of third parties, excepting only Permitted Exceptions pursuant to Section 363(f) and 363(h) of the United States Bankruptcy Code, (d) this Agreement and the Transaction may be specifically enforced against and be binding upon and not subject to avoidance or rejection by Sellers, (e) the Court shall retain jurisdiction to resolve any dispute, claim or controversy arising out of or related to this Agreement or any breach thereof, (f) this Agreement was negotiated, proposed and entered into by the parties in good faith without collusion, and from an arm's length bargaining position for fair value, (g) contain a waiver of automatic stay following entry of the Sale Confirmation Order, and (h) include findings or orders that would allow for the mooted of any appeal made during the fourteen (14) day period set forth in Rule 8002(a) of the Federal Rules of Bankruptcy Procedure so long as the Sale Confirmation Order has not been stayed prior to the consummation of the Transaction.

Prior to the hearing regarding the Sale Motion, the Sellers shall select as the Successful Bid, the highest and best bid to purchase the Assets pursuant to the Approved Procedures. The Sellers shall submit the Successful Bid to the Court at the hearing on the Sale Motion, for entry of the Sale Confirmation Order, either (i) authorizing the Sellers to consummate the Transaction with the Acquirer pursuant to the terms of this Agreement (as modified during the Auction, in which event the modified terms shall be approved by the Court) or (ii) if the Successful Bidder is not the Acquirer, approving the more favorable terms of the purchase and sale offered by a Successful Bidder.

**SECTION 5.8 ANNUAL REPORTS.** The Sellers shall prepare and file with Montana's Secretary of State, or cause to be prepared and filed with Montana's Secretary of State, annual reports for the Homeowners' Associations required prior to the Closing on or before the deadline for filing the same.

**SECTION 5.9 CONDITION OF GOLF COURSE.** The Sellers shall maintain the golf course located upon the Real Property until the Closing in a condition that will permit the golf course to be ready for play within ten (10) calendar days of the day the snow has cleared from the golf course in the Spring of 2011.

**ARTICLE VI  
CONDITIONS PRECEDENT TO OBLIGATIONS OF THE ACQUIRER**

The Acquirer's obligation to consummate the Transaction is conditioned upon the following:

- 6.1.1 The failure of the Acquirer to terminate this Agreement prior to the Due Diligence Termination Date.
- 6.1.2 The Court shall have issued the Sales Procedure Order, authorized the Sellers to consummate the Transaction and the Sale Confirmation Order shall have become final and non-appealable.
- 6.1.3 The Effective Date and the Closing Date shall occur no later than February 15, 2011.
- 6.1.4 The Sellers shall have obtained the written consent of OneWest Bank, FSB to the Approved Procedures and the purchase and sale of the Assets free and clear of all liens, encumbrances or defects in title or interests of third parties pursuant to 11 U.S.C. § 363(f)(2), excepting only Permitted Exceptions.
- 6.1.5 No Law shall exist on the Closing Date that makes consummation of the Transaction illegal or otherwise restrained or prohibited or any judgment, injunction, order or decree of any Governmental Authority having competent jurisdiction enjoining any Seller or the Acquirer from consummating the Transaction.

- 6.1.6 The receipt by the Acquirer of two updated commitments for a standard ALTA owner's policy (the "Title Policy") with respect to the Real Property dated as of the Closing Date showing Black Bull Run to be vested with good and marketable fee simple title to the Real Property, subject only to the Permitted Exceptions.
- 6.1.7 No material adverse change in the condition of, or any material loss or other casualty to, the Assets, shall have occurred on or after the Effective Date to and including the Closing Date with respect to the Assets.
- 6.1.8 Black Bull Run shall have obtained an extension of the Phase II Approval to at least September 21, 2011, and in form and content satisfactory to the Acquirer, in its sole discretion.
- 6.1.9 The Sellers shall have performed and complied with all of their respective covenants, obligations, and agreements contained in this Agreement to be performed and complied with by them on or prior to the Closing Date.
- 6.1.10 The Acquirer shall have received each agreement, document, instrument, and item to be delivered by Sellers, or any of them, pursuant to this Agreement.
- 6.1.11 Excluding the Bankruptcy Cases of the Sellers, and related pending proceedings, on the closing Date, there shall be no actions, suits, claims, notices of potential claims, requests for accommodation, arbitrations, regulatory proceedings or other litigation, proceeds or governmental investigations pending or threatened against or affecting any of the Sellers, the Assets or the Business that might have a material adverse effect (either individually or in the aggregate) on the continued operation of the Assets or the Business or the further development of the Assets or the Business. Neither the Business nor the Assets (nor any part of the Business or the Assets) shall be subject to any order, judgment, decree, injunction, stipulation, or consent order of or with any Governmental Authority and there shall have occurred no revocation or suspension of any Permit that might materially impair the continued operation of the Business or the continued development of the Assets.
- 6.1.12 The Acquirer shall have received from the Sellers originals or copies in Sellers' possession or control of all warranties, Permits, plans, all books, records, manuals, and other materials relating to the Business or the Assets, and keys to all locks securing any of the Assets. The Sellers may retain copies of any materials (other than keys) delivered to the Acquirer.
- 6.1.13 Until all appropriate agencies and departments of the State of Montana, including, without limitation, Montana's Department of Revenue, have approved the transfer of the Liquor License in a form and under such terms as may be satisfactory to Acquirer, the Liquor License

Consideration shall be held in escrow by the Title Company and not released to Sellers. Within ten (10) days after the Acquirer has obtained the approval of all appropriate agencies and departments of the State of Montana, including, without limitation, Montana's Department of Revenue, to the transfer of the Liquor License in a form and under such terms as may be satisfactory to Acquirer, the Liquor License Consideration shall be released out of the escrow held by the Title Company to the Sellers. If the Liquor License cannot be transferred to the Acquirer within three (3) months after the Closing, the amount of the Liquor License Consideration held in escrow by the Title Company shall be returned to the Acquirer with accrued interest, and the efforts to transfer the Liquor License to Acquirer shall cease unless the Acquirer elects, in writing, to extend the time for approval of transfer of the License for up to three (3) additional months.

The conditions set forth in this Article VI (collectively the "Acquirer Conditions") are for the sole and exclusive benefit of the Acquirer. The Acquirer may, but shall not be obligated to, waive any of the Acquirer Conditions at any time, and upon any terms or agreements, as the Acquirer may in its sole discretion deem appropriate.

#### **ARTICLE VII CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS**

The Sellers' respective obligations to consummate the Transaction is conditioned upon the following:

- 7.1.1 The Acquirer shall have performed and complied with all of its covenants, obligations, and agreements contained in this Agreement to be performed and complied with by it on or prior to the Closing Date.
- 7.1.2 The Sellers shall have received each agreement, document, instrument, and item required to be delivered by the Acquirer pursuant to this Agreement.
- 7.1.3 The Court shall have issued the Sales Procedure Order, authorized the Sellers to consummate the Transaction and the Sale Confirmation Order shall have become final and non-appealable.

The conditions set forth in this Article VII (collectively the "Seller Conditions") are for the sole and exclusive benefit of the Sellers. The Sellers may, but shall not be obligated to, waive the Seller Conditions at any time, and upon any terms or agreements, as the Sellers may in their sole discretion deem appropriate.



**ARTICLE VIII  
CLOSING**

**SECTION 8.1 CLOSING DATE.** The consummation of the Transaction (the “Closing”) shall occur on a Business Day that is no later than the tenth (10<sup>th</sup>) Business Day after Sale Confirmation becomes a final, non-appealable order (the “Closing Date”). Closing shall be held at 10:00 a.m. Montana time on the Closing Date at the offices of the Title Company, or any other time and place upon which the Acquirer and the Sellers agree.

**SECTION 8.2 DELIVERIES BY THE SELLERS.** At Closing, the Sellers shall deliver or cause to be delivered to the Acquirer the following:

- 8.2.1 A duly executed and acknowledged trustee’s deed or deeds in the form of Exhibit E conveying the Real Property to the Acquirer reasonably acceptable to the Acquirer and subject only to the Permitted Exceptions, each accompanied by a properly completed and executed Realty Transfer Certificate.
- 8.2.2 A bill of sale, assignment or other instruments of transfer necessary for the sale and transfer of the Personal Property in the form of Exhibit F.
- 8.2.3 Instruments of transfer necessary for the sale and transfer of the Liquor License.
- 8.2.4 Any indemnities and other agreements as the Title Company reasonably requests in order to provide the Acquirer with extended form title insurance coverage, if the Acquirer requires extended form title insurance coverage.
- 8.2.5 An affidavit evidencing that each Seller that is conveying any of the Real Property is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code of 1986.
- 8.2.6 Any documents and instruments necessary for the assignment to the Acquirer of all Permits and the Liquor License.
- 8.2.7 Any documents and instruments necessary for the assignment to the Acquirer of all Water Rights, including duly executing original stock certificates or stock powers transferring all shares of stock owned by the Sellers in the Ditch Companies.
- 8.2.8 Evidence reasonably satisfactory to the Acquirer that the Sellers and their Affiliates, if any, have changed their names and taken all other actions as required by Section 5.2 of this Agreement.
- 8.2.9 Evidence reasonably satisfactory to the Acquirer that all representatives and/or designees of the Sellers have resigned as members, officers,

directors or other title holders of any governing board, review board, committee or sub-committee of any Association.

8.2.10 An executed counterpart of a closing statement in form and content reasonably satisfactory to the Sellers and the Acquirer (the "Closing Statement").

8.2.11 Any other documents and instruments as may be reasonably necessary or convenient to effectuate the intent of this Agreement with respect to the Transaction.

**SECTION 8.3. DELIVERIES BY THE ACQUIRER.** At Closing, the Acquirer shall deliver or cause to be delivered the following:

8.3.1 The Purchase Price in cash or immediately available funds, subject to the provisions of Section 6.1.13.

8.3.2 An executed counterpart of the Closing Statement.

8.3.3 Any documentary or other evidence as may be reasonably required by the Sellers or the Title Company evidencing the status and capacity of the Acquirer.

**SECTION 8.4 RELEASE OF ENCUMBRANCES.** The release of any Lien (other than a Permitted Exception) may be obtained by the Title Company at or in connection with the Closing by payment of all or any portion of the Purchase Price to a third party.

**SECTION 8.5 POSSESSION.** The Sellers shall deliver sole and exclusive possession of the Assets to the Acquirer at Closing. Risk of loss of the Assets, shall remain upon the Sellers until delivery of possession under this Agreement.

## **ARTICLE IX TERMINATION**

**SECTION 9.1 TERMINATION.** This Agreement may be terminated at any time, on or prior to the Closing Date:

9.1.1 by mutual consent of the Sellers and the Acquirer;

9.1.2 by the Acquirer, if any of the Acquirer Conditions have not been satisfied in all respects as of the Closing or if satisfaction of any of the Acquirer Conditions is or becomes impossible (other than through the failure of the Acquirer to comply with its obligations under this Agreement) and the Acquirer has not waived the Acquirer Condition at or before the Closing;

9.1.3 by the Sellers, collectively, if any of the Seller Conditions have not been satisfied in all respects as of the Closing or if satisfaction of any Seller Condition is or becomes impossible (other than through the failure of any

Seller to comply with its obligations under this Agreement) and the Sellers have not waived the Seller Condition at or before the Closing;

9.1.4 by the Acquirer, if the Closing does not occur due to a breach of any covenant of any Seller under this Agreement; or

9.1.5 by the Sellers, if the Closing does not occur due to a breach of any covenant, representation, or warranty of the Acquirer under this Agreement.

**SECTION 9.2 EFFECT OF TERMINATION.** If this Agreement is terminated pursuant to Section 9.1, all obligations of the parties under this Agreement shall terminate, the Deposit shall be returned to the Acquirer, together with accrued interest, no later than five (5) business days after termination of this Agreement pursuant to Section 9.1, and this Agreement shall be of no further force or effect; provided, however, if this Agreement is terminated pursuant to Section 9.1.5, the Sellers shall be entitled to liquidated damages from the Acquirer in the amount of the Break-Up Fee as the sole and exclusive remedy of the Sellers on account of the breach of the Acquirer under this Agreement, which amount shall be paid from the proceeds of the Deposit; provided, further, if the Sellers or any of them breach this Agreement and the Acquirer does not terminate this Agreement pursuant to Section 9.1.4, the Acquirer may seek specific performance of this Agreement. Notwithstanding anything to the contrary in this Agreement, the provisions of this Section 9.2 shall survive any termination of this Agreement.

**SECTION 9.3 SPECIAL PROVISIONS IN THE EVENT OF HIGHER OR BETTER OFFERS.** Pursuant to the Approved Procedures, the Sellers will solicit higher or better offers for the purchase and sale of the Assets. The Acquirer and the Sellers acknowledge that this Agreement is subject to the receipt by the Sellers of any higher or better offer that is received by the Sellers at the Auction and approved by the Court provided that the Sellers comply with the Approved Procedures. If the Sellers comply with the Approved Procedures and receive a higher and better offer at the Auction that is approved by the Court, the Deposit, together with accrued interest, shall be returned to the Acquirer no later than five (5) business days after the Auction and the Sellers shall pay to the Acquirer the Break-Up Fee in immediately available funds, in each case, at closing of the purchase by the Successful Bidder.

## **ARTICLE X MISCELLANEOUS**

**SECTION 10.1 EXPENSES.** Each party to this Agreement shall bear its own costs and expenses, including attorneys' fees, with respect to the Transaction.

**SECTION 10.2 AMENDMENT.** This Agreement may be amended, modified, or supplemented only by a written instrument signed by the Acquirer and each Seller.

**SECTION 10.3 NOTICES.** Any notice, request, instruction, or other document to be given under this Agreement by a party to this Agreement shall be in writing and shall

be deemed to have been given: (a) when received (or refused) if delivered in person; (b) on the next Business Day following its deposit with a nationally recognized overnight courier service for next day delivery; (c) on the date of transmission if sent by facsimile provided the transmission is received by the recipient during normal business hours (otherwise on the next Business Day); or (d) three (3) Business Days after being deposited in the U.S. mail, certified or registered mail, postage prepaid:

If to Sellers, addressed as follows:

Joseph V. Womack  
Waller & Womack, P.C.  
303 North Broadway, Suite 805  
Billings, Montana 59101  
Facsimile: (406) 252-4266

Darcy M. Crum  
300 Central Avenue, Suite 410  
P.O. Box 2720  
Great Falls, Montana 59403-2720  
Facsimile: (406) 727-9895

with a copy to:

Tom W. Stonecipher  
1705 West College Street  
Bozeman, Montana 59715-4913  
Facsimile: (406) 586-9720

If to the Acquirer, addressed as follows:

Robert Schumacher  
2995 Woodside Road #400  
Woodside, California 94062  
Facsimile: (650) 529-2386

with a copy to:

Charles W. Hingle  
Michael A. Monson  
Holland & Hart LLP  
401 North 31<sup>st</sup> Street, Suite 1500  
P.O. Box 639  
Billings, Montana 59103-0639  
Facsimile: (406) 252-1669

or to any other individual or address as a party to this Agreement may designate for itself by notice given as provided in this Section 10.3.

**SECTION 10.4 WAIVERS.** The failure of a party to this Agreement at any time or times to require performance of any provision of this Agreement shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term, covenant, representation, or warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation, or warranty.

**SECTION 10.5 COUNTERPARTS AND FACSIMILE OR ELECTRONIC SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement. A facsimile or electronic signature to this Agreement shall be deemed an original and binding upon the party against whom enforcement is sought.

**SECTION 10.6 HEADINGS.** The headings preceding the text of articles and sections included in this Agreement and the headings to exhibits and schedules attached to this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

**SECTION 10.7 INTERPRETATION.** Unless otherwise indicated, words describing the singular number shall include the plural and vice versa, and words denoting each gender shall include the other gender and words denoting natural person shall include corporations, partnerships, limited liability companies, and other entities and vice versa. The use of the terms “including,” “includes” or terms of similar import shall not be limiting and shall be interpreted as if the words “without limitation” immediately followed such terms. Unless otherwise indicated, references to articles, section, subsections, exhibit, or schedules shall refer to those portions of this Agreement.

**SECTION 10.8 APPLICABLE LAW.** The validity, construction, and effect of this Agreement 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 of the State of Montana.

**SECTION 10.9 JURISDICTION.** Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in the Court, and each of the parties consents to the jurisdiction of the Court (and the appropriate appellate courts) in any suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or in the future have to venue of any suit, action, or proceeding in the Court or that suit, action, or proceeding brought in the Court is an inconvenient forum.

**SECTION 10.10 SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns. The Trustees shall serve as the representatives of the Sellers' estates for purposes of all obligations under this Agreement arising subsequent to the Closing and shall, as applicable, be responsible for performing those obligations under this Agreement of Sellers that survive Closing.

**SECTION 10.11 NO THIRD PARTY BENEFICIARIES.** Except as expressly set forth in this Agreement, this Agreement is solely for the benefit of the parties to this Agreement and, to the extent provided in this Agreement, their respective Affiliates, directors, officers, attorneys, members, employees, partners, managers, agents, and representative, and the Trustees and no provision of this Agreement shall be deemed to confer upon other third parties any remedy, claim, liability, reimbursement, cause of action or other right.

**SECTION 10.12 FURTHER ASSURANCES.** Each party shall on and after the Closing Date, upon the reasonable request of any other party to this Agreement, execute and deliver any other documents, releases, papers, authorizations, forms, assignments, instruments, or other items, and take all other actions, as may be reasonably requested to effectuate completely the Transaction, and to otherwise carry out the purposes of this Agreement.

**SECTION 10.13 SEVERABILITY.** If any provision of this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the other provisions shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal, and enforceable provision as similar as possible to the provision at issue.

**SECTION 10.14 REMEDIES CUMULATIVE.** Except as otherwise specifically provided in this Agreement, the remedies provided in this Agreement shall be cumulative and shall not preclude the assertion or exercise of any other rights or remedies available by Law, in equity, or otherwise.

**SECTION 10.15 DISCLAIMER OF WARRANTIES.** Except as expressly set forth in this Agreement, the Acquirer understands and agrees that the Sellers are not making and have not made at any time any warranties or representations of any kind or character, expressed or implied, with respect to the Assets. The Acquirer acknowledges and agrees that upon Closing, the Sellers will sell and convey to the Acquirer and the Acquirer will accept the Assets, AS IS.

**SECTION 10.16 ENTIRE UNDERSTANDING.** This Agreement, together with the exhibit to this Agreement, set forth the entire agreement and understanding of the parties to this Agreement with respect to the subject matter of this Agreement and supersede any and all prior and contemporaneous agreement, arrangement, and understandings among the parties to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**ACQUIRER:**

/s/ Robert Schumacher  
Robert Schumacher

**SELLERS:**

JOSEPH V. WOMACK, SOLELY IN HIS  
CAPACITY AS THE TRUSTEE OF THE  
ESTATE OF BLACK BULL RUN  
DEVELOPMENT, LLC

/s/ Joseph V. Womack  
Joseph V. Womack, Trustee of the Estate  
of Black Bull Run Development, LLC

DARCY M. CRUM, SOLELY IN HER  
CAPACITY AS THE TRUSTEE OF THE  
ESTATE OF THE BLACK BULL GOLF  
CLUB, INC.

/s/ Darcy M. Crum  
Darcy M. Crum, Trustee of the Estate of  
The Black Bull Golf Club, Inc.

## EXHIBIT A

### INVENTORY AND EQUIPMENT

Three Anderson Accupro 2500 Spreaders	16 Sheet Pans
Two Andersons Accupro Drop Spreaders	30 Pots/Pans
One Eathway Spreader	Ten Mixing Bowls
Four Allen 418 Hover Mowers	Eight Serving Plates & Bowls
Five Toro Commercial Rotaries	50 Cooking Utensils
Two Atom Care Path Edgers	30 Serving Utensils
One Deionizer	100 Silverware Sets
One Television	One Mandaline
One Microwave	One Blender
Two Wine Racks	One Cuisanart
44 Wine Glasses	Two Decanters
39 Pint Glasses	18 Salt/Pepper Shakers
11 Martini Glasses	One Kitchen Aid Mixer
Eight Margarita Glasses	One Dollie
40 Highball Glasses	One Outdoor BBQ
Ten Coffee Cups	Six Propane Tanks
Eight Champagne Glasses	One Mop Bucket
Four Cordial Glasses	20 Butter Warmers
One Large Wine Cooler	Six Indoor Tables
60 Place Settings	24 Indoor Chairs
One Microwave	12 Barstools
Two Crockpots	One Poker Table
One Rolling Rack	Nine Outside Tables
One Fryer	40 Outside Chairs
One Portable Oven	32 Outside Chair Pads
One Panini Machine	Eight Outside Benches
One Char Broiler	Eight Adarondack Chairs
One Hot Dog Roller	Two Lounge Chairs
One Convection Oven	One Game Table
One Pan Rack	Three Banquet Tables
One Little Freezer	Six Computers
One Coffee-Tea Machine	Five TV's
One Large Freezer	Eight Golf Fixtures
One Large Cooler	Three Outside Heaters
One Reach-In Cooler	One Washer
One Walk-In Cooler	One Dryer
One Sandwich Prep/Cooler Table	Five Plants
One Dishwasher	One Trailer
Two Large Dish Racks	One Custom Meeting Table
One Meat Slicer	Two Custom Desks
	Four Leather Chairs
	Six Computer Chairs



Two Vacuums  
One Generator  
Two Diffibulators  
One Yogurt Machine  
Two Wood Garbage Containers  
Eight Urns/Planters  
Six Rugs  
Six Umbrellas  
Two Candleabras  
One Custom Cross  
One Chalkboard  
One Drill  
Three Printers  
9,600 Range Balls  
One Power Washer  
Six Bag Stands  
One Ball Washer  
One Hand Picker  
One Range Picker  
Six Cart Covers  
Lot Holiday Decorations  
One Lie & Loft Machine  
One Putter Bending Machine  
One Grip Ripper  
One Portable Safe

**EXHIBIT B**

**CONTRACT ASSUMPTION SCHEDULE**

NONE

## EXHIBIT C

### REAL PROPERTY

#### LEGAL DESCRIPTION

The Final Plat of Black Bull Subdivision, Phase 1, located in the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 6, and the Northeast One-Quarter and Northwest One-Quarter of Section 7, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. EXCEPTING THEREFROM Lots 2, 7, 11, 18, 19, 20, 21, 23, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 65, 66, 75, 82, 85, 90, 92, 93, 95, 110, 113, 122, 123, 131, 132, 133, 134, 137, 138, 139, 140, 141, 142, 143, 144, 145, 147, 149, 150, 160, 162, 163, 165, 195, 199, 200, 201, 208, 221, 243, 281, 285, 341, 342, 344, and 345 of said subdivision.

#### PARCEL I:

The East One-half (E½) and that portion of the Southwest One-quarter (SW¼) of Section Six (6), Township Two (2) South, Range Five (5) East of the M.P.M., Gallatin County, Montana, more particularly described as follows, to-wit: Beginning at the South Quarter Corner of said Section 6, thence North 2640 feet, more or less, to the center of said Section, thence West to a point 672 feet East of the West Quarter Corner of said Section, thence South 6°20' West, 705 feet, thence South 34°15' East 419.8 feet, more or less, to the South line of said Section, thence East, 1350 feet, more or less, to the point of beginning. EXCEPTING from the Northeast One-quarter (NE¼) of said Section 6, all that portion thereof particularly described as follows, to-wit:

Beginning at the Northeast Corner of said Section, thence South to the East Quarter Corner of said Section, thence West 399.4 feet to the West Bank of the Wylie Ditch, thence North 20 feet, thence East 20 feet to the East Bank of said ditch, thence Northerly along the East Bank of said ditch to the North line of said Section, thence East 1271.5 feet, more or less, to the point of beginning.

ALSO EXCEPTING the Northeast Quarter (NE¼) of Section Six (6) in Township Two (2) South, Range Five (5) East, M.P.M., with the exception of that part thereof included within the following metes and bounds, to-wit:

Beginning at the Northeast corner of said Section 6; thence South along the East Line of said NE¼ of said Section to the Southeast corner of said quarter section; thence West along the South line of said quarter section a distance of 399.4 feet to the West bank of the Wylie Ditch; thence North 20 feet; thence East 20 feet, to the East bank of the Wylie Ditch; thence along the East bank of said ditch as follows: North 3°10' West 37.8 feet; thence North 60°30' West 99.8 feet; thence North 47° West 45 feet; thence North 7°05' West 225 feet; thence North 20°10' West 240.1 feet; thence North 7° East 51 feet; thence North 67°353' East 323 feet; thence North 13° West 37 feet; thence North 69°45' West 88 feet; thence North 80°15' West 81 feet; thence South 87°35' West

120.5 feet; thence North 78°45' West 83 feet; thence North 33°15' West 100.4 feet; thence North 12° West 69 feet; thence North 85°45' East 160.8 feet; thence North 66°15' East 333.5 feet; thence North 7°10' West 32.1 feet; thence North 72°40' West 36 feet; thence North 82°45' West 466.5 feet; thence North 72°50' West 81 feet; thence North 58° West 68 feet; thence North 30°41' West 89 feet; thence North 89°20' West 101.2 feet; thence North 59°15' West 212.7 feet; thence North 51°35' West 216 feet; thence North 44°20' West 338.5 feet; thence North 49°20' West 203.5 feet; thence North 53°50' East 200 feet; thence North 74° East 222 feet; thence North 34°20' East 197 feet; thence North 54°30' West 74 feet; thence North 23°10' West 91 feet; thence North 64° East 107.7 feet; thence North 50° East 69 feet; thence North 20°50' East 35 feet, more or less, to the North line of the NE¼ of said Section 6, thence North 89° East 1271.5 feet to the Northeast corner of said Section 6, the place of beginning.

INCLUDING all that portion of the West One-half of the Northeast One-Quarter (W½NE¼) and the Northwest One-quarter (NW¼) of Section Seven (7), Township Two (2) South, Range Five (5) East, M.P.M., in Gallatin County, Montana, more particularly described as follows, to-wit:

Beginning at the Northeast Corner of the West Half of the Northeast Quarter (W½NE¼) of said Section, thence South 2640 feet, more or less, to the Southeast Corner of said 80 acre subdivision, thence West 1945.8 feet, thence North 1841.9 feet, thence North 87° West 1018 feet, thence North 32°30' East, 862.3 feet, more or less, to the North line of said Section, thence East 2670 feet, more or less, to the point of beginning. (Deed Reference: Film 50, page 167.)

#### PARCEL II:

Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana

Section 6: NE¼ with the exception of that part thereof included within the following metes and bounds, to wit:

Beginning at the Northeast corner of said Section 6; thence South along the East Line of said NE¼ of said Section to the Southeast corner of said quarter section; thence West along the South line of said quarter section a distance of 399.4 feet to the West bank of the Wylie Ditch; thence North 20 feet; thence East 20 feet, to the East bank of the Wylie Ditch; thence along the East bank of said ditch as follows: North 3°10' West 37.8 feet; thence North 60°30' West 99.8 feet; thence North 47° West 45 feet; thence North 7°05' West 225 feet; thence North 29°10' West 240.1 feet; thence North 7° East 51 feet; thence North 67°35' East 323 feet; thence North 13° West 37 feet; thence North 69°45' West 88 feet; thence North 80°15' West 81 feet; thence South 87°35' West 120.5 feet; thence North 78°45' West 83 feet; thence North 33°15' West 100.4 feet; thence North 12° West 69 feet; thence North 85°45' East 160.8 feet; thence North 66°15' East 333.5 feet; thence North 7°10' West 32.1 feet; thence North 72°40' West 36 feet; thence North 82°45' West 466.5 feet; thence North 72°50' West 81 feet; thence North 58° West 68 feet; thence North 39°40' West 89 feet; thence North 89°20' West 101.2 feet; thence North 59°15' West 212.7 feet; thence North 51°35' West 216 feet; thence North 44°20' West 338.5 feet; thence North 49°20' West 203.5 feet; thence North 53°50' East 200

feet; thence North 74° East 222 feet; thence North 34°20' East 197 feet; thence North 54°30' West 74 feet; thence North 23°10' West 91 feet; thence North 64° East 107.7 feet; thence North 50° East 69 feet; thence North 29°50' East 35 feet, more or less, to the North line of the NE¼ of said Section 6, thence North 89° East 1271.5 feet to the Northeast corner of said Section 6, the place of beginning. (Deed Reference: Film 31, Page 407)

EXCEPTING THEREFROM: All of the Final Plat of Black Bull Subdivision, Phase 1, located in the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 6, and the Northeast One-Quarter and the Northwest One-Quarter of Section 7, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

**EXHIBIT D**

**FORM OF SALES PROCEDURE ORDER**

[Attached]

**EXHIBIT E**

**TRUSTEE'S DEED**

RETURN TO:  
Charles W. Hingle  
Holland & Hart LLP  
P. O. Box 639  
Billings, MT 59103

**TRUSTEE'S DEED**

A voluntary petition in bankruptcy was filed in the United States Court for the District of Montana by Debtor BLACK BULL RUN DEVELOPMENT LLC and in Case No. 10-60593 and the administration of said Debtor's estate was duly referred to the Honorable Ralph B. Kirscher, United States Bankruptcy Judge, who thereafter approved the appointment of Joseph V. Womack as Trustee of the Debtor's estate;

On \_\_\_\_, the United States Bankruptcy Court entered an "Order Approving the Sale Free and Clear of Liens" concerning that property described herein below.

THEREFORE, the undersigned JOSEPH V. WOMACK, Trustee of the bankruptcy estate of Debtor BLACK BULL RUN DEVELOPMENT LLC, by virtue of the title and powers vested in him by the provisions of the Bankruptcy Code and the Order of the United States Bankruptcy Court for the District of Montana, for good and valuable consideration to him in hand paid, as Grantor, whose address is US Bank Building, Suite 805, 303 North Broadway, Billings, Montana 59101, CONVEYS and QUITCLAIMS to NEWCO, as Grantee, of 2995 Woodside Road #400, Woodside, California 94062, all right, title and interest which he may have in and to the following described real property, situated in the County of Gallatin, State of Montana:

See Exhibit A to Trustee's Deed.

SUBJECT TO all of the terms, conditions and provisions of the Order approving Trustee's sale of property dated \_\_\_\_, in the above referenced bankruptcy matter.

TOGETHER WITH all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

GRANTOR:

\_\_\_\_\_  
JOSEPH V. WOMACK  
Trustee in Bankruptcy

STATE OF MONTANA     )  
                                       : ss.  
County of Yellowstone     )

On this \_\_\_ day of \_\_\_\_\_, 2010, before me, a Notary Public for the State of Montana, personally appeared Joseph V. Womack known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and seal the date first above written.

( S E A L )

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



**EXHIBIT A**  
**to**  
**TRUSTEE'S DEED**

**LEGAL DESCRIPTION**

The Final Plat of Black Bull Subdivision, Phase 1, located in the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 6, and the Northeast One-Quarter and Northwest One-Quarter of Section 7, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana. EXCEPTING THEREFROM Lots 2, 7, 11, 18, 19, 20, 21, 23, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 65, 66, 75, 82, 85, 90, 92, 93, 95, 110, 113, 122, 123, 131, 132, 133, 134, 137, 138, 139, 140, 141, 142, 143, 144, 145, 147, 149, 150, 160, 162, 163, 165, 195, 199, 200, 201, 208, 221, 243, 281, 285, 341, 342, 344, and 345 of said subdivision.

**PARCEL I:**

The East One-half (E½) and that portion of the Southwest One-quarter (SW¼) of Section Six (6), Township Two (2) South, Range Five (5) East of the M.P.M., Gallatin County, Montana, more particularly described as follows, to-wit: Beginning at the South Quarter Corner of said Section 6, thence North 2640 feet, more or less, to the center of said Section, thence West to a point 672 feet East of the West Quarter Corner of said Section, thence South 6°20' West, 705 feet, thence South 34°15' East 419.8 feet, more or less, to the South line of said Section, thence East, 1350 feet, more or less, to the point of beginning. EXCEPTING from the Northeast One-quarter (NE¼) of said Section 6, all that portion thereof particularly described as follows, to-wit:

Beginning at the Northeast Corner of said Section, thence South to the East Quarter Corner of said Section, thence West 399.4 feet to the West Bank of the Wylie Ditch, thence North 20 feet, thence East 20 feet to the East Bank of said ditch, thence Northerly along the East Bank of said ditch to the North line of said Section, thence East 1271.5 feet, more or less, to the point of beginning.

ALSO EXCEPTING the Northeast Quarter (NE¼) of Section Six (6) in Township Two (2) South, Range Five (5) East, M.P.M., with the exception of that part thereof included within the following metes and bounds, to-wit:

Beginning at the Northeast corner of said Section 6; thence South along the East Line of said NE¼ of said Section to the Southeast corner of said quarter section; thence West along the South line of said quarter section a distance of 399.4 feet to the West bank of the Wylie Ditch; thence North 20 feet; thence East 20 feet, to the East bank of the Wylie Ditch; thence along the East bank of said ditch as follows: North 3°10' West 37.8 feet; thence North 60°30' West 99.8 feet; thence North 47° West 45 feet; thence North 7°05' West 225 feet; thence North 20°10' West 240.1 feet; thence North 7° East 51 feet; thence North 67°35' East 323 feet; thence North 13° West 37 feet; thence North 69°45' West 88 feet; thence North 80°15' West 81 feet; thence South 87°35' West 120.5 feet; thence North 78°45' West 83 feet; thence North 33°15' West 100.4 feet; thence North 12° West 69 feet; thence North 85°45' East 160.8 feet; thence North

66°15' East 333.5 feet; thence North 7°10' West 32.1 feet; thence North 72°40' West 36 feet; thence North 82°45' West 466.5 feet; thence North 72°50' West 81 feet; thence North 58° West 68 feet; thence North 30°41' West 89 feet; thence North 89°20' West 101.2 feet; thence North 59°15' West 212.7 feet; thence North 51°35' West 216 feet; thence North 44°20' West 338.5 feet; thence North 49°20' West 203.5 feet; thence North 53°50' East 200 feet; thence North 74° East 222 feet; thence North 34°20' East 197 feet; thence North 54°30' West 74 feet; thence North 23°10' West 91 feet; thence North 64° East 107.7 feet; thence North 50° East 69 feet; thence North 20°50' East 35 feet, more or less, to the North line of the NE¼ of said Section 6, thence North 89° East 1271.5 feet to the Northeast corner of said Section 6, the place of beginning.

INCLUDING all that portion of the West One-half of the Northeast One-Quarter (W½NE¼) and the Northwest One-quarter (NW¼) of Section Seven (7), Township Two (2) South, Range Five (5) East, M.P.M., in Gallatin County, Montana, more particularly described as follows, to-wit:

Beginning at the Northeast Corner of the West Half of the Northeast Quarter (W½NE¼) of said Section, thence South 2640 feet, more or less, to the Southeast Corner of said 80 acre subdivision, thence West 1945.8 feet, thence North 1841.9 feet, thence North 87° West 1018 feet, thence North 32°30' East, 862.3 feet, more or less, to the North line of said Section, thence East 2670 feet, more or less, to the point of beginning. (Deed Reference: Film 50, page 167.)

**PARCEL II:**

Township 2 South, Range 5 East, M.P.M., Gallatin County, Montana

Section 6: NE¼ with the exception of that part thereof included within the following metes and bounds, to wit:

Beginning at the Northeast corner of said Section 6; thence South along the East Line of said NE¼ of said Section to the Southeast corner of said quarter section; thence West along the South line of said quarter section a distance of 399.4 feet to the West bank of the Wylie Ditch; thence North 20 feet; thence East 20 feet, to the East bank of the Wylie Ditch; thence along the East bank of said ditch as follows: North 3°10' West 37.8 feet; thence North 60°30' West 99.8 feet; thence North 47° West 45 feet; thence North 7°05' West 225 feet; thence North 29°10' West 240.1 feet; thence North 7° East 51 feet; thence North 67°35' East 323 feet; thence North 13° West 37 feet; thence North 69°45' West 88 feet; thence North 80°15' West 81 feet; thence South 87°35' West 120.5 feet; thence North 78°45' West 83 feet; thence North 33°15' West 100.4 feet; thence North 12° West 69 feet; thence North 85°45' East 160.8 feet; thence North 66°15' East 333.5 feet; thence North 7°10' West 32.1 feet; thence North 72°40' West 36 feet; thence North 82°45' West 466.5 feet; thence North 72°50' West 81 feet; thence North 58° West 68 feet; thence North 39°40' West 89 feet; thence North 89°20' West 101.2 feet; thence North 59°15' West 212.7 feet; thence North 51°35' West 216 feet; thence North 44°20' West 338.5 feet; thence North 49°20' West 203.5 feet; thence North 53°50' East 200 feet; thence North 74° East 222 feet; thence North 34°20' East 197 feet; thence North 54°30' West 74 feet; thence North 23°10' West 91 feet; thence North 64° East 107.7

feet; thence North 50° East 69 feet; thence North 29°50' East 35 feet, more or less, to the North line of the NE¼ of said Section 6, thence North 89° East 1271.5 feet to the Northeast corner of said Section 6, the place of beginning. (Deed Reference: Film 31, Page 407)

EXCEPTING THEREFROM: All of the Final Plat of Black Bull Subdivision, Phase 1, located in the Northeast One-Quarter, Southeast One-Quarter and Southwest One-Quarter of Section 6, and the Northeast One-Quarter and the Northwest One-Quarter of Section 7, Township 2 South, Range 5 East, P.M.M., Gallatin County, Montana, according to the official plat thereof on file and of record in the office of the County Clerk and Recorder of Gallatin County, Montana.

**EXHIBIT F**

**TRUSTEE’S BILL OF SALE FOR PERSONAL PROPERTY**

The undersigned Trustee for the estate of **BLACK BULL GOLF GOLF, INC., Bankruptcy Case No. 10-60537**, for valuable consideration, the receipt of which is hereby acknowledged, and pursuant to notice of Trustee’s proposed sale of property (11 U.S.C. 363) as filed in the record of this case, does hereby sell to NEWCO, as Grantee, of 2995 Woodside Road #400, Woodside, California 94062, the all inventory and equipment owned by said estate including, without limitation, the inventory and equipment described on Exhibit A to Trustee’s Bill of Sale for Personal Property.

Said sale is without representations or warranties of any kind, expressed or implied, including, without limitation, representations of merchantability and/or fitness for any particular purpose. Exhibits, if attached, are for identification only and are not a representation by the undersigned for any purpose as to quantity, description, price or extension.

**DATED** this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Darcy M. Crum  
Chapter 7 Bankruptcy Trustee

STATE OF MONTANA     )  
  : ss.  
County of Cascade     )

This instrument was signed and acknowledged before me on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by Darcy M. Crum as Trustee of the **BLACK BULL GOLF CLUB, INC. Bankruptcy Estate (Case No. 10-60537)**.

( S E A L )

\_\_\_\_\_  
Print \_\_\_\_\_  
Notary Public for the State of Montana  
Residing at Great Falls, Montana  
My Commission Expires \_\_\_\_\_

**EXHIBIT A**  
**to**  
**TRUSTEE'S BILL OF SALE FOR PERSONAL PROPERTY**

Three Anderson Accupro 2500 Spreaders Two Andersons Accupro Drop Spreaders One Eathway Spreader Four Allen 418 Hover Mowers Five Toro Commercial Rotaries Two Atom Care Path Edgers One Deionizer One Television One Microwave Two Wine Racks 44 Wine Glasses 39 Pint Glasses 11 Martini Glasses Eight Margarita Glasses 40 Highball Glasses Ten Coffee Cups Eight Champagne Glasses Four Cordial Glasses One Large Wine Cooler 60 Place Settings One Microwave Two Crockpots One Rolling Rack One Fryer One Portable Oven One Panini Machine One Char Broiler One Hot Dog Roller One Convection Oven One Pan Rack One Little Freezer One Coffee-Tea Machine One Large Freezer One Large Cooler One Reach-In Cooler	One Walk-In Cooler One Sandwich Prep/Cooler Table One Dishwasher Two Large Dish Racks One Meat Slicer 16 Sheet Pans 30 Pots/Pans Ten Mixing Bowls Eight Serving Plates & Bowls 50 Cooking Utensils 30 Serving Utensils 100 Silverware Sets One Mandaline One Blender One Cuisanart Two Decanters 18 Salt/Pepper Shakers One Kitchen Aid Mixer One Dollie One Outdoor BBQ Six Propane Tanks One Mop Bucket 20 Butter Warmers Six Indoor Tables 24 Indoor Chairs 12 Barstools One Poker Table Nine Outside Tables 40 Outside Chairs 32 Outside Chair Pads Eight Outside Benches Eight Adarondack Chairs Two Lounge Chairs One Game Table Three Banquet Tables Six Computers Five TV's Eight Golf Fixtures Three Outside Heaters	One Washer One Dryer Five Plants One Trailer One Custom Meeting Table Two Custom Desks Four Leather Chairs Six Computer Chairs Two Vacuums One Generator Two Diffibulators One Yogurt Machine Two Wood Garbage Containers Eight Urns/Planters Six Rugs Six Umbrellas Two Candleabras One Custom Cross One Chalkboard One Drill Three Printers 9,600 Range Balls One Power Washer Six Bag Stands One Ball Washer One Hand Picker One Range Picker Six Cart Covers Lot Holiday Decorations One Lie & Loft Machine One Putter Bending Machine One Grip Ripper One Portable Safe
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