

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

WESTWIND MANOR RESORT
ASSOCIATION, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-50026 (DRJ)

Jointly Administered

NOTICE OF:

**CONFIRMATION OF PLAN, PERMANENT INJUNCTION,
VARIOUS DEADLINES, EFFECTIVE DATE:**

AND

**DEADLINE FOR FILING ADMINISTRATIVE CLAIMS AND CLAIMS
ARISING FROM THE REJECTION OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on June 15, 2020, the United States Bankruptcy Court for the Southern District of Texas entered the *Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Joint Chapter 11 Plan as of March 20, 2020* (the “Confirmation Order”). The Confirmation Order confirmed the *Debtors' Joint Chapter 11 Plan* (as amended and modified to date, including, but in no way limited to, as set forth in those certain Orders filed at Docket Nos. 1016 and 1084, the “Plan”), filed by the above-captioned debtors and debtors in possession (the “Debtors”).

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order and the Plan may be obtained at the following website: <https://www.donlinrecano.com/Clients/warrior/index>.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on August 5, 2020;

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Westwind Manor Resort Association, Inc. (7533); Warrior ATV Golf, LLC (3420); Warrior Acquisitions, LLC (9919); Warrior Golf Development, LLC (5741); Warrior Golf Management, LLC (7882); Warrior Golf Assets, LLC (1639); Warrior Golf Venture, LLC (7752); Warrior Premium Properties, LLC (0220); Warrior Golf, LLC (4207); Warrior Custom Golf, Inc. (2941); Warrior Golf Equities, LLC (9803); Warrior Golf Capital, LLC (5713); Warrior Golf Resources, LLC (6619); Warrior Golf Legends, LLC (3099); Warrior Golf Holdings, LLC (2892); and Warrior Capital Management, LLC (8233). The address of the Debtors' corporate headquarters is 15 Mason, Suite A, Irvine, California 92618.

PLEASE TAKE FURTHER NOTICE that the Plan contains certain **permanent injunctions**, releases, exculpations, and related provisions in **Section 13** of the Plan.

PLEASE TAKE FURTHER NOTICE that the Confirmation Order provides, among other things, the following deadlines:

a. **Administrative Bar Date (General)**. Except as otherwise provided in the Plan, any Person holding an Administrative Claim (other than a claim for Professional Compensation) shall File a request for payment of such Administrative Claim within thirty (30) days following the Effective Date, except as specifically set forth in the Plan or a Final Order. At the same time any Person Files an Administrative Claim, such Person shall also serve a copy of the Administrative Claim upon counsel for the Debtors. Any Person who fails to timely File and serve a request for payment of such Administrative Claim shall be forever barred from asserting such Administrative Claim against the Debtors, the Estates, the Reorganized Debtors, the Creditor Trustee, the Creditor Trust or any of their respective properties.

b. **Administrative Bar Date (Professionals)**. Any Person seeking an award by this Court of Professional Compensation shall File a final application with this Court for allowance of Professional Compensation for services rendered and reimbursement of expenses incurred through the Effective Date within thirty (30) days after the Effective Date. The provisions of this paragraph shall not apply to any Professional providing services pursuant to, and subject to the limits contained in, the *Order Authorizing Debtors the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business* entered in the Chapter 11 Cases on June 6, 2019 [Docket No. 290].

c. **Bar Date for Rejection Damage Claims**. All proofs of claim with respect to Claims arising from the rejection pursuant to the Plan of any executory contracts or unexpired leases, if any, must be Filed with the Bankruptcy Court no later than the later of (a) thirty (30) days after the Effective Date, and (b) thirty (30) days after the entry of an order rejecting such executory contract or unexpired lease. Any Claims arising from the rejection of executory contracts or unexpired leases that become Allowed Claims are classified and shall be treated as Class 4 in accordance with Section 3 of the Plan. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to the Plan not Filed within the time required by this section will be forever barred from assertion against the Debtors, their Estates, the Reorganized Debtors, the Creditor Trustee, the Creditor Trust or any of their respective properties unless otherwise ordered by this Court or provided in the Plan. Notwithstanding the foregoing, a Claim for damages arising from the rejection of an executory contract or unexpired lease rejected pursuant to a different order of this Court must be Filed prior to any bar date set forth in such order.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Dated: August 5, 2020

Respectfully submitted,

By: /s/ Michael D. Warner

Michael D. Warner (TX Bar No. 00792304)

Benjamin L. Wallen (TX Bar No. 24102623)

COLE SCHOTZ P.C.

301 Commerce Street, Suite 1700

Ft. Worth, TX 76102

(817) 810-5250

(817) 810-5255 (fax)

mwarner@coleschotz.com

bwallen@coleschotz.com

Counsel for the Debtors