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10 **UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA**

11 In re: 12 FRONT SIGHT MANAGEMENT LLC, 13 14 Debtor.	Case No.: 22-11824-abl Chapter 11
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15 **DECLARATION OF WILLIAM WILSON**

16 I, WILLIAM WILSON, declare and state as follows:

17 1. I am over the age of 18, mentally competent, and unless otherwise stated, I have
18 personal knowledge of the facts set forth herein.

19 2. I am the manager of Nevada PF, LLC, a Nevada limited liability company, d/b/a
20 PrairieFire (“**PrairieFire**”) and am authorized to make this declaration.

21 3. I am also the manager of FS DIP, LLC, a Nevada limited liability company (“**FS DIP**”),
22 the debtor-in-possession lender to the above-captioned debtor, Front Sight Management, LLC (the
23 “**Debtor**”) and an affiliate of PrairieFire.

24 4. I make this declaration (the “**Declaration**”) in support of PrairieFire’s joinder (the
25 “**Joinder**”) to the Debtor’s reply in support Debtor’s Second Amended Chapter 11 Plan of
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1 Reorganization (the “**Plan**”)¹ and the sale of the New Equity Interests of the Reorganized Debtor to
2 PrairieFire.

3 5. Prior to executing this Declaration, I analyzed PrairieFire’s and FS DIP’s pertinent
4 books and records, and reviewed documents that I maintain on their behalf in the ordinary course of
5 business. I reviewed the Plan or have otherwise had its contents explained to me by my advisors,
6 and, to the best of my knowledge, believe the facts set forth therein are true and correct.

7 6. Except as otherwise indicated herein, the facts set forth in this Declaration are based
8 upon my personal knowledge of my review of relevant documents, information provided to me or
9 verified by my professional advisors, and/or my opinion based upon my experience, and/or my
10 personal knowledge. I read the Joinder, and agree the statements set forth therein are true and correct.

11 7. As set forth in the Plan and in the Second Amended Disclosure Statement describing
12 the Debtor’s Plan (the “**Disclosure Statement**”), PrairieFire is the proposed New Equity Investor
13 under the Debtor’s Plan and, subject to the Plan confirmation process before this Court, is prepared
14 to acquire one hundred percent (100%) of the New Equity Interests in the Reorganized Debtor
15 pursuant to the terms of the Plan, Plan Supplement and related exhibits thereto (collectively, the “**Plan**
16 **Documents**”).

17 8. Neither PrairieFire nor FS DIP are an “insider” of the Debtor or any other affiliate or
18 related entity of the Debtor, as that term is defined in the Bankruptcy Code.

19 9. Attached to the Disclosure Statement as Exhibit B is a true and correct copy of an
20 information packet generated by PrairieFire regarding PrairieFire’s: (i) background; (ii) vision for the
21 Front Sight property; and (iii) membership terms for current members of the Debtor.

22 10. Throughout the negotiation of the Plan and drafting of the Plan Documents, PrairieFire
23 was represented by counsel of its own choosing and acted in good faith in connection with the Plan
24 and related negotiation for the acquisition of the New Equity Interests in the Reorganized Debtor. At
25 all times the deal terms were negotiated in good faith and at arm’s length.

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¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Plan.

1 11. There was no fraud or collusion present during the negotiations for the New Equity
2 Interests. At no time did PrairieFire request or receive special treatment or consideration during the
3 negotiations for the New Equity Interests and drafting of the Plan Documents.

4 12. Other than FS DIP's involvement with the DIP Financing and PrairieFire's agreement
5 with the Debtor as set forth in the Plan, neither PrairieFire nor FS DIP have any other connection
6 with the Debtor, the Debtor's bankruptcy estate, the Debtor's insiders or any other affiliate of the
7 Debtor or its insiders.

8 13. I believe the terms of the Plan and sale of the New Equity Interests to PrairieFire, as
9 detailed in the Plan Documents, are fair and reasonable to both the Debtor, its estate and PrairieFire,
10 and represent a good faith, arm's length negotiation between the parties for the New Equity Interests
11 in the Reorganized Debtor.

12 14. As set forth in the Plan Documents, PrairieFire is prepared to purchase the New Equity
13 Interests in the Reorganized Debtor in exchange for the New Value Contribution, subject to the
14 approval of this Court. The acquisition of the Debtor's assets free and clear of claims outside of the
15 Plan is an important component of the transaction as it helps to avoid litigation and allows the Debtor
16 to continue as a going concern. Similarly, the non-compete, non-solicitation and non-disparagement
17 provisions in the Consulting Agreement are integral components of PrairieFire's support of the Plan.

18 15. PrairieFire has the financial wherewithal to purchase the New Equity Interests for the
19 amount of the New Value Contribution and finance the Debtor's operations after the Effective Date,
20 and PrairieFire (through FS DIP) delivered proof of funds, which provides there is unencumbered
21 cash of approximately \$27,000,000. To the extent necessary, FS DIP's funds are available to fund
22 the Plan.

23 16. I believe PrairieFire is a good faith purchaser for value of the Reorganized Debtor's
24 New Equity Interests, as described in the Plan Documents.

25 17. Based on the foregoing, I, on behalf of PrairieFire, request that the Court approve the
26 terms of the Plan and the sale of the New Equity Interests to PrairieFire in their entirety, and enter a
27 finding that PrairieFire has acted in good faith within the meaning of Section 363(m) of the
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1 Bankruptcy Code with respect to the sale of the New Equity Interests and is entitled to the protections
2 thereof.

3 I declare under penalty of perjury that the foregoing is true and correct.

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5 Dated November 11, 2022.

6 /s/ William Wilson
7 WILLIAM WILSON

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