

FILED

NOV 26 2019

VERMONT SUPERIOR COURT  
LAMOILLE UNIT

STATE OF VERMONT  
SUPERIOR COURT

SMUGGLERS' NOTCH MANAGEMENT )  
COMPANY, LTD. )  
Plaintiff, )

) LAMOILLE UNIT  
) CIVIL DIVISION  
) DOCKET No. 115-5-13 Lccv  
)

TIMOTHY M. WHITE and RICHARD J. )  
WHITE, )  
Defendants. )

**FINAL ORDER AND DECREE**

On September 9, 2019, the Court granted preliminary approval of the Settlement Agreement, dated as of August 1, 2019, filed by the defendants-counterplaintiffs and the plaintiff-counterdefendant (the "Settlement Agreement") and, among other matters, scheduled a hearing on November 12, 2019 (the "Fairness Hearing") to (a) determine whether the Settlement Agreement is fair, reasonable and adequate and (b) hear objections, if any, to the Settlement Agreement.

No one filed the requisite notice seeking to speak on November 12, 2019 but the Court, exercising its discretion, allowed the only Class Member in attendance to speak.

Capitalized terms used herein without definition have the meanings set forth the Settlement Agreement.

The Court hereby **ORDERS** and **DECREES** as follows:

1. Certification of the Class is hereby ratified.
2. Due notice of the Settlement Agreement, the rights of Class Members with respect thereto, and the date, time and place of the Fairness Hearing was given to all Class Members.

3. The persons listed on **Exhibit A**, having requested exclusion from the Class, are hereby excluded from the Class and barred from participating in or receiving the benefits described in the Settlement Agreement.

4. The persons listed on **Exhibit B**, having objected to the terms of the Settlement Agreement, are hereby barred from participating in or receiving the benefits described in the Settlement Agreement.

5. The terms of the Settlement Agreement are fair, reasonable and adequate and in the best interests of the members of the Settlement Class and the Settlement Agreement is hereby approved.

6. The Settlement Agreement shall be consummated according to its terms.

7. The

(a) covenants, agreements, undertakings and concomitant obligations set forth in deeds, declarations and other recorded documents and instruments; and

(b) the covenants, promises, undertakings and concomitant obligations set forth in contracts

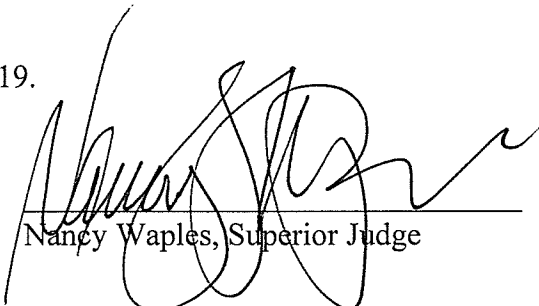
relating to the provision of the Village Services and payment of the Village Fee shall be fully suspended and not enforceable at law, in equity or otherwise, it being the explicit order and decree of the Court that, so long as the provisions of Section 3(b) of the Settlement Agreement are in effect, those provisions, and no others, shall govern the provision of the Common Village Services and the payment obligation for the Common Village Fees.

8. The provisions for payment of Class Counsel and Fead Construction Law for their fees and the Class Representatives for their incentive awards are approved.

9. Subject to the terms of the Settlement Agreement, the Class Representatives, the Settlement Class Members and the plaintiff/counterdefendant are forever barred from asserting, commencing, prosecuting or continuing any of the Released Claims.

10. The Court shall retain jurisdiction over the parties to implement, enforce, administer, effectuate, interpret, monitor and ensure compliance with the provisions of this Final Order.

Dated: November 25, 2019.

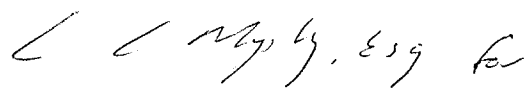
  
Nancy Waples, Superior Judge

Approved as to form:

LISMAN LECKERLING, P.C.  
Attorneys for Smugglers' Notch  
Management Company, Ltd.

By: 

MSK ATTORNEYS  
Class Counsel

  
By: Hans Huesy, Esq.

**Exhibit A**  
**Excluded from the Class - Opt Out's**

<i>Name</i>	<i>Unit</i>	<i>Number</i>	
Peter and Christine Levitsky	Countryside	07	
Craig and Debbie Greene	Slopeside	38	
Andrea Kotch	Mountainview	39	
Dolores Kmiecik-Graham	Aspens	12	week 24
Raymond and Mary Provini	Birches	03	week 30

**Exhibit B**  
**Excluded from the Class - Objectors**

<i>Name</i>	<i>Unit</i>	<i>Number</i>
Michel Beaulieu	Birches	10      week 29