



CFN 2018001277
Bk 5263 Pgs 212-223 (12 Pgs)
DATE: 01/03/2018 09:13:34 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$103.50
DEED DOC \$59,850.00

Prepared by and return to:
Ivanhoe Title Company
1920 North Orange Ave, Suite 100
Orlando, FL 32804

Property Appraiser's Parcel I.D. (folio) Number:
0225273160000C0130

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made this 22nd day of December 2017, by Manix Holdings, LLC, a Florida limited liability company, debtor-in-possession under case no. 6:17-bk-04209-KSJ, U.S. Bankruptcy Court, Middle District of Florida, Grantor and having its principal place of business at 7491 W. Irlo Bronson Memorial Highway, Kissimmee, FL 34747 (the "Grantor"), and 7491 Maingate, LLC, a Florida limited liability company whose post office address is 2170 Main Street, Suite 401, Sarasota, Florida 34237 (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all the certain land situated in County of Orange, State of Florida, viz:

That portion of the South 1,100.00 feet of the East 402.0 feet of lots 13 and 14, Block C, MAP OF FLORIDA FRUIT & TRUCK LAND CO., Section 2, Township 25 South, Range 27 East, according to the plat thereof, as recorded in Plat Book B, Page 68, of the Public Records of Osceola County, Florida, lying North of the North right of way line of State Road No. 530.

Subject to valid easements, restrictions and reservations of record, but this reference thereto shall not operate to reimpose same. This conveyance is being made free and clear of all liens pursuant to Order of the United States Bankruptcy Court. A copy of the Order is attached as **Exhibit "A"**.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in

fee simple; that Grantor has good right and lawful authority to sell and convey said land; and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none others.

IN WITNESS, WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

MANIX HOLDINGS, LLC,

By: BROUSE HOTEL GROUP, LLC,
its Manager

BY:

Jill Masoud, as Manager of
Brouse Hotel Group, LLC

Grantor Address:

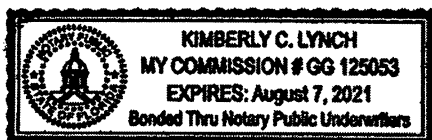
5540 Burham Ct.

North Fort Myers, FL 33903

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of December, 2017, by Jill Masoud, as Manager of Brouse Hotel Group, LLC, manager of Manix Holdings, LLC, a Florida limited liability company. She is personally known to me or has produced Driver's license as identification.



Witness Signature

Brandon J. Bornstein
Printed Name of First Witness

Witness Signature

Kimberly C. Lynch
Printed Name of Second Witness

Print Name: Kimberly C. Lynch

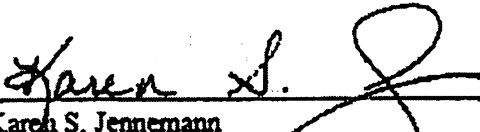
NOTARY PUBLIC

State of Florida

My Commission Expires:

ORDERED.

Dated: December 07, 2017



Karen S. Jennemann
United States Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In re:

MANIX HOLDINGS, LLC,

Debtor.

Case No.: 6:17-BK-04209-KSJ
Chapter 11

**ORDER GRANTING DEBTOR'S MOTION TO APPROVE SALE OF PROPERTY
FREE FROM ALL LIENS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §363**

THIS CAUSE came on for consideration on November 29, 2017 at 10:15 a.m. upon the *Debtor's Motion to Approve Sale of Property Free from All Liens and Encumbrances Pursuant to 11 U.S.C. §363* (Doc. No. 63) (the "Motion"). Having considered the record and being fully advised in the premises, the Court finds:

1. The Debtor filed its Motion to Approve Sale of Property Free from All Liens and Encumbrances Pursuant to 11 U.S.C. §363 (the "Motion").
2. The Motion was served on all creditors, lien holders and interested parties on November 8, 2017.

3. The Debtor owns the real property, improvements and personal property located at 7491 West Irlo Bronson Highway, Kissimmee, FL 34747 (the "Property"). The legal description of the Property is attached hereto at Exhibit "A" and is incorporated herein.

4. The Debtor and 7491 Maingate, LLC (the "Purchaser") are parties to the Commercial Contract dated November 3, 2017 and amended on November 21, 2017 (collectively the "Contract"). The Contract is attached as an exhibit to the Motion and sets forth the terms upon which the Debtor and Purchaser have agreed to the purchase and sale of the Property. In the event of any conflict or inconsistency between the terms of the Contract and this Order, the terms of this Order shall prevail.

5. The Contract was negotiated at arms' length and in good faith. The Purchaser is purchasing the Property in good faith and is a good faith Purchaser within the meaning of 11 U.S.C. §363(m), and is therefore entitled to the protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (a) the Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring the Property; (b) the Purchaser in no way induced or caused the Chapter 11 filing of the Debtor; (c) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the sale of the Property have been disclosed; and (d) the negotiation and execution of the Agreement and any other agreements or instruments related thereto was in good faith and an arms-length transaction between the Purchaser and the Debtor.

6. The purchase terms, as described in the Motion and Contract, are fair and reasonable under the circumstances of this Chapter 11 case and this proceeding.

7. The Motion should be approved as it is in the best interests of the Debtor, the Estate, and of the creditors in this case.

8. The Contract represents a fair and reasonable offer under the circumstances of this Chapter 11 case.

9. Manix Holdings, LLC is a Florida limited liability company that was in existence at the time it acquired title to the property and is currently in good standing in the State of Florida. Brouse Hotel Group, LLC, a Florida limited liability company ("Brouse"), is the manager of Manix Holdings, LLC. Jill Masoud ("Masoud") is the manager of Brouse. Brouse, as manager of Manix, and Masoud, as manager of Brouse, have company and signatory authority to execute all documents necessary to consummate the sale of the property as set forth herein below. This includes the execution of the deed and other necessary closing documents to the Purchaser.

10. Good and adequate notice of the Motion, the proposed sale and of the hearing to consider approval of the sale has been provided and no other or further notice is required.

BASED ON THE FOREGOING, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, EFFECTIVE IMMEDIATELY, AS FOLLOWS:

11. The Motion is GRANTED and APPROVED.

12. The Contract, as modified by the terms of this Order, is hereby APPROVED in all respects.

13. The Debtor is AUTHORIZED and DIRECTED to take any and all actions necessary or appropriate to consummate the sale of the Property to the Purchaser. The Debtor is authorized to sign all documents to effectuate the sale, including any documents required by Ivanhoe Title Company and Fidelity National Title Insurance Company to ensure that marketable title is conveyed to the Purchaser.

14. The Contract and any transactional documents may be modified, amended, or supplemented by the parties thereto, in a writing signed by such parties, in accordance with the

terms thereof without further order of the Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate.

15. At closing, the Debtor is hereby AUTHORIZED and DIRECTED to pay Banco Inbursa, S.A. ("Banco Inbursa"), c/o Berger Singerman LLP Trust Account, the full amount of its secured claim recorded in the Official Records of Osceola County Book 4175, Page 334, the promissory note and other loan documents executed by the Debtor in favor of Banco Inbursa, including principal, interest (including post-petition interest), costs and attorneys' fees. Prior to closing, Banco Inbursa shall deliver to the Debtor an estoppel or payoff letter containing its calculation of the principal, interest, costs, attorneys' fees and other charges due to Banco Inbursa through the date of the closing (the "Payoff"). If the Debtor disputes any portion of the Payoff, the Debtor shall pay the undisputed portion of the Payoff at closing and Ivanhoe Title Company, as escrow agent, shall retain sales proceeds in an amount equal to the disputed portion of the Payoff (the "Escrowed Proceeds"). Banco Inbursa's lien shall continue to attach to any Escrowed Proceeds. The Court shall adjudicate any dispute pertaining to the Payoff on motion of the Debtor or Banco Inbursa, following notice and a hearing. Any Escrowed Proceeds shall be disbursed only by further order of the Court or mutual written direction of the Debtor and Banco Inbursa to Ivanhoe Title Company, as escrow agent.

16. Upon the closing, the Debtor is hereby AUTHORIZED and DIRECTED to effectuate the sale, transfer and assign the Property to Purchaser free and clear of any and all liens, security interests, encumbrances, pledges, claims, charges, mortgages, other restrictions, and other interests within the meaning of 11 U.S.C. §363(f) of every kind, nature and description, whether fixed or contingent, perfected or unperfected (collectively, the "Liens, Claims and Interests"), with all of the Liens, Claims and Interests, released, terminated and discharged as to the Property and attaching to the proceeds of the sale with the same rights and priorities therein as in the Property. The Liens, Claims and Interests referenced herein, include but are not limited to the following:

- (a) Mortgage, Assignment of Leases and Rents, Collateral Assignment of property Agreements, Security Agreement and Fixture Filing executed by Manix Holdings,

LLC, a Florida limited liability company, Mortgagor, in favor of Banco Inbursa, S.A., Institucion De Banca Multiple, Grupo Financiero Inbursa, an entity formed under the laws of the United Mexican States, Mortgagee, dated August 29, 2011, in the original principal amount of \$4,000,000.00, recorded September 12, 2011 in Official Records Book 4175, Page 334.

- (b) Lis Pendens filed in Case styled Banco Inbursa, S.A., Institucion De Banca Multiple, Grupo Financiero Inbursa, an entity formed under the laws of the United Mexican States vs. Manix Holdings, LLC, a Florida limited liability company, et al, being Case No. 2016 CA 001286 MF, Osceola County, Florida, as disclosed by Notice of Lis Pendens recorded May 13, 2016 in Official Records Book 4960, Page 650, and recorded May 20, 2016 in Official Records Book 4963, Page 2900.
- (c) Florida Department of Revenue Warrant, in favor of Department of Revenue, State of Florida, recorded July 28, 2015 in Official Records Book 4816, Page 1592.
- (d) Osceola County, Florida Tax Warrant, in favor of Osceola County, Florida, recorded October 8, 2015 in Official Records Book 4854, Page 2033.
- (e) Osceola County, Florida Tax Warrant, in favor of Osceola County, Florida, recorded October 22, 2015 in Official Records Book 4860, Page 2314.
- (f) Osceola County, Florida Tax Warrant, in favor of Osceola County, Florida, recorded October 22, 2015 in Official Records Book 4860, Page 2315.
- (g) Osceola County, Florida Tax Warrant, in favor of Osceola County, Florida, recorded October 27, 2015 in Official Records Book 4863, Page 60.
- (h) Osceola County, Florida Tax Warrant, in favor of Osceola County, Florida, recorded November 5, 2015 in Official Records Book 4868, Page 2063.
- (i) Order Imposing Lien in favor of Osceola County, Florida, and against Manix Holdings, LLC, a Florida limited liability company, recorded April 27, 2016 in Official Records Book 4949, Page 1999, as affected by Affidavit of Non-Compliance recorded May 26, 2016 in Official Records Book 4966, Page 1239 and Affidavit of Non-Compliance

recorded January 9, 2017 in Official Records Book 5083, Page 127, together with proof, acceptable to the Company, that the source of the violation has been removed.

- (j) Final Judgment in favor of Aquasol Commercial Chemical, Inc. dba Poolsure against Manix Holdings, LLC, dba Magnuson Grand Maingate West recorded September 14, 2016 in Official Records Book 5024, Page 971.
- (k) Florida Department of Revenue Warrant, in favor of Department of Revenue, State of Florida, recorded November 9, 2016 in Official Records Book 5053, Page 2436.
- (l) Judgment in favor of Sysco Guest Supply LLC and against Manix Holdings, LLC, d/b/a Ramada Maingate West Hotel & Resort recorded November 30, 2016 in Official Records Book 5063, Page 1800, re-recorded January 6, 2017 in Official Records Book 5082, Page 1666.
- (m) Claim of Lien in favor of Caribbean Fire & Associates, Inc., recorded February 17, 2017 in Official Records Book 5104, Page 331, together with Amended Claim of Lien recorded May 10, 2017 in Official Records Book 5145, Page 2832.
- (n) Claim of Lien in favor of Frank Gay Services, recorded February 22, 2017 in Official Records Book 5106, Page 473.
- (o) Claim of Lien in favor of PBC Hotel Construction Group LLC, recorded March 2, 2017 in Official Records Book 5110, Page 1678.
- (p) Claim of Lien in favor of US Air and Heat, Inc., recorded March 2, 2017 in Official Records Book 5110, Page 2585.
- (q) Claim of Lien in favor of Southern Coatings, Inc., recorded March 7, 2017 in Official Records Book 5113, Page 1309.
- (r) Claim of Lien in favor of Sunbelt Rentals, Inc., recorded April 18, 2017 in Official Records Book 5134, Page 108.
- (s) Unrecorded Master Finance Lease Agreement #2298-000 by and between TLC Capital, a division of Telerent Leasing Corporation, Lessor, and VL Kissimmee Building Corp.,

Lessee, dated August 2, 2010, as evidenced by and together with Memorandum of Lease recorded October 19, 2010 in Official Records Book 4049, Page 2859.

17. Creditors asserting claims arising from deficiency shall file their claims on or before the sixtieth (60th) day from the date of this Order, or be forever barred.

18. The closing of the sale shall occur no later than three (3) business days after this Order becomes final and non-appealable.

19. Purchaser is not assuming, and shall not be bound by or liable for, any claims, objections, suits against or liabilities of the Debtor (or any equity which may be liable with the Debtor) of any kind or nature, whether choate, inchoate, absolute, accrued, contingent or otherwise and whether due or to become due and whether or not asserted, and whether known or unknown.

20. In accordance with the powers available to this Court under 11 U.S.C. §105, all creditors of the Debtor shall, upon closing of the Property be permanently and forever barred, restrained and enjoined from asserting any claims, commencing or continuing in any manner any action or other proceeding of any kind against the Purchaser or the Property sold to the Purchaser under the Contract.

21. Each and every term and provision of the Contract, together with the terms and provisions of this Order, shall be binding in all respects upon: the Purchaser, the Debtor's estate, its creditors, all entities and third parties, administrative agencies, governmental departments, secretaries of state, federal and local officials, maintaining any authority relating to environmental laws and/or tax laws, and their respective successors or assigns, including, but not limited to persons asserting any lien against or interest in the estate or of the Property to be sold to the Purchaser, irrespective of any action commenced which contests the Debtor's authority to sell and assign the Property or which seeks to enjoin such sale.

22. This Order: (a) is and shall be effective as a determination that, upon closing, all Liens, Claims and Interests existing as to the Property conveyed to the Purchaser have been and hereby are adjudged and declared to be unconditionally released, discharged and terminated as to the Property and, to the extent not paid at closing shall attach to the proceeds of the sale, and (b)

shall be binding upon and govern the acts of all entities, including, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Property conveyed to the Purchaser. Upon payment of the purchase price, and except as to liens or claims paid at closing, any and all Liens, Claims, and Interests on the Property shall attach to the proceeds of the sale in the same order of priority as they existed prior to the closing and shall no longer attach to the Property. All such entities described above in this Paragraph are authorized and specifically directed to strike all such recorded Liens, Claims and Interests against the Property from their records, official and otherwise.

23. The provisions of this Order authorizing the sale of the Property free and clear of Liens, Claims and Interests, shall be self-executing, and neither the Debtor nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents or other instruments to effectuate, consummate and implement the provisions of this Order. However, the Debtor and the Purchaser, and each of their respective officers, employees and agents, are authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtor or the Purchaser deem necessary or appropriate to implement and effectuate the terms of the Contract and this Order

24. This Order shall constitute a final judgment and order pursuant to 28 U.S.C. § 158(a).

25. This Court retains jurisdiction, including after the closing of the Chapter 11 case, to: (1) interpret, implement and enforce the terms and provisions of this Order (including the injunctive relief provided in this Order) and the terms of the Contract, all amendments thereto; (2) protect the Purchaser, or the Property, from and against any of the Liens, Claims and Interests; (3) resolve any disputes arising under or related to the Contract; (4) adjudicate all issues concerning

(alleged) pre-closing liens and any other (alleged) interest(s) in and to the Property, including the extent, validity, enforceability, priority and nature of all such (alleged) liens and any other (alleged) interest(s); and (5) adjudicate any and all issues and/or disputes relating to the Debtors' right, title or interest in the Property and the proceeds thereto.

26. This Order and the Contract shall be binding in all respects upon all creditors (whether known or unknown) of the Debtor, all successors and assigns of the Purchaser, and any subsequent trustees appointed in the Debtor's case under the Bankruptcy Code and shall not be subject to rejection.

27. The stay of orders authorizing the use, sale or lease of property as provided for in Rule 6004(g) of the Federal Rules of Bankruptcy Procedure and this Order shall not be effective and this Order is effective immediately upon entry.

28. The provisions of this Order are non-severable and mutually dependent.

29. Any dispute as to the validity of liens or the amounts of claims shall be resolved by the Court.

30. The Debtor is authorized to pay certain fees and expenses at closing in accordance with the Contract and this Order, including but not limited to: any unpaid real estate taxes or tax certificates, a real estate commission to Terry Hatfield (1% of the purchase price), real estate transfer fees, Debtor's closing agent fees related to the closing of the sale, expense of the Title Insurance Commitment, Owner's Policy, Documentary Stamps, the preparation of the deed, and all expenses incurred in maintaining the Property prior to the closing.

31. All net proceeds reflected in the settlement statement shall be held in escrow by the Ivanhoe Title Company and shall not be released until further order of this Court. Gross sale proceeds are subject to US Trustee fees. A detailed closing statement will be filed with the Court within 14 days after closing.

Roddy Lanigan, Esq. is directed to serve a copy of this Order on all interested parties and file a proof of service within 3 days of entry of this Order.

Exhibit "A"
Legal Description

That portion of the South 1100.00 feet of the East 402.0 feet of Lots 13 & 14, Block C, MAP OF FLORIDA FRUIT & TRUCK LAND CO. of Section 2, Township 25 South, Range 27 East, according to the map or plat thereof as recorded in Plat Book B, Page 68, of the Public Records of Osceola County, Florida, lying North of the North Right of Way Line of State Road NO. 530.0

COPY

I CERTIFY THE FOREGOING TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL ON FILE
UNITED STATES BANKRUPTCY COURT
CLERK OF COURT.
21. [Signature]
DEPUTY CLERK

12-13-2017