

Form JDG11 (03/15)

**United States Bankruptcy Court
Western District of Michigan**
One Division Ave., N.
Room 200
Grand Rapids, MI 49503

IN RE: Debtor (name used by the debtor in the last 8 years, including married, maiden, trade, and address):

Richard David Manus
9631 Vergennes, SE
Lowell, MI 49331
SSN: xxx-xx-8233

Debtor

Case Number 12-05632-jwb

Chapter 7

Honorable James W. Boyd

NOTICE TO PARTIES IN INTEREST OF HEARING

YOU ARE HEREBY NOTIFIED that a hearing will be held at the United States Bankruptcy Court, One Division Ave., N., 3rd Floor, Courtroom B, Grand Rapids, MI 49503 on **March 10, 2016** at **01:30 PM** to consider and act upon the following matter:

Trustee's Motion for Order Approving Sale of Property of the Estate (DN 105)

If you want the court to consider your views on this matter, attend the hearing on the date stated above.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney. (If you do not have an attorney, you may wish to consult one.)

You or your attorney may wish to file a written response to the motion explaining your position. Any response shall be mailed to the Clerk of the United States Bankruptcy Court, One Division Ave., N., Grand Rapids, Michigan 49503, and should be received by the Clerk at least 7 (seven) days before the above hearing date. A copy of your responses should also be mailed upon the opposing party and his/her attorney.

If you or your attorney do not take these steps, the court may decide to grant the relief sought in the motion and may enter an order granting relief requested.

DANIEL M. LAVILLE
CLERK OF BANKRUPTCY COURT

Dated: February 16, 2016

/S/ _____
J. Koerth
Deputy Clerk

A copy of this notice returned to Andrew J. Gerdes, Esq. on February 16, 2016 for service upon the mailing matrix .

NOTICE IS HEREBY GIVEN THAT THE COURT MAY, in its discretion, orally continue or adjourn the above hearing on the record in open court. If this occurs, parties in interest will not be given further written notice of the continued or adjourned hearing. If an entity is not present at the originally scheduled hearing, information regarding the time, date and place of an orally continued or adjourned hearing may be accessed through the Bankruptcy Court's web site (www.miw.uscourts.gov) provided the person has a PACER login and password, or by visiting the clerk's office of the United States Bankruptcy Court located at One Division Ave., N., 2nd Floor, Grand Rapids MI 49503. Information about a PACER login and password may be obtained by either calling PACER service center between 8:00 a.m. and 5:00 p.m. Monday through Friday, CST at (800) 676-6856 or via its web site at <http://pacer.psc.uscourts.gov>

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In Re:

RICHARD DAVID MANUS,

Debtor.

Case No. GG 12-05632
Chapter 7; Filed: 6/14/12
Hon. James W. Boyd

MOTION FOR ORDER
APPROVING SALE OF PROPERTY OF THE ESTATE

The Chapter 7 Trustee, Jeff A. Moyer, by and through his counsel, Andrew J. Gerdes, PLC, states as his Motion to the Court the following:

1. On June 14, 2012, Richard David Manus (“Debtor”) filed a voluntary petition pursuant to Chapter 7 commencing this bankruptcy case.
2. Jeff A. Moyer is the duly appointed and acting Chapter 7 Trustee (the “Trustee”) in the above-captioned bankruptcy case.

The Proposed Sale Agreement

3. One of the assets of this estate is a 50% membership interest in a Florida limited liability company known as Mango, LLC.
4. The other 50% membership interest in Mango, LLC is owned by an individual named David Genow (the “Purchaser”).
5. Mango, LLC owns certain undeveloped real estate in Brevard County, Florida.
6. The Trustee and Purchaser have entered into an agreement for Purchaser to purchase all of Trustee’s right, title and interest in the membership interest in Mango, LLC (the “Purchased Property”). The full terms of the purchase and sale of the Purchased Property are set forth in the Agreement attached as Exhibit A (the “Sale Agreement”). In summary, the Sale Agreement provides for a price of \$20,000.00 which is to be paid \$5,000.00 upon execution of

the Sale Agreement and the balance (\$15,000.00) within 10 days of the bankruptcy court's order approving the Sale Agreement becoming a final and non-appealable and non-appealed order. The Sale Agreement is subject to higher and better offers.

7. Upon information and belief, the Purchaser is not related to the Debtor. However, as explained, the Debtor previously was a co-owner of Mango LLC along with Purchaser.

Request for Relief

8. The Trustee is seeking approval of the Sale Agreement. The Purchased Property is being sold on an "as is" and "where is" basis with no warranties or representations except those expressly set forth in the Sale Agreement.

9. This sale is subject to the approval of the United States Bankruptcy Court for the Western District of Michigan

10. The Trustee believes that approval of the sale as outlined above is in the best interests of the estate and that it should be approved. In his capacity as the managing member of Mango, LLC, the Purchaser has listed the LLC's sole asset, a parcel of undeveloped real estate in Brevard County, Florida, with multiple real estate agents for approximately four (4) years, but all attempts to market the property have been unsuccessful. The current real estate agent reports that he has marketed the real estate extensively but there have been no offers. The real property poses unique challenges in terms of the local regulatory environment and nearby properties which have dissuaded developers from making offers to purchase the real property. Under these circumstances, the best outcome for the bankruptcy estate is to sell the estate's interest in the LLC to the Purchaser who is already invested in the LLC as co-owner and allow him to assume all the risk associated with the real estate. Such a sale will result in the certainty of a recovery for the estate and there is nothing to suggest that continuing to wait would result in an offer for

the real estate in the foreseeable future which is the only other way to monetize the estate's interest in Mango LLC.

11. Any objections to this sale must be made in writing, and shall be filed with the Bankruptcy Court with a copy served upon counsel for the Trustee at the address set forth below. Any objections must be filed and served no later than three (3) business days prior to the date of the hearing on this Motion.

12. The Trustee further requests that this Motion be noticed out to the Buyers' List for review, consideration and possible bid.

13. The Trustee will solicit and accept additional bids for the Purchased Property at the hearing on this Motion. Any additional bids must be cash bids, on these terms, with the first successive bid to be in the amount of at least \$20,500.00, and bid increments to be set in the discretion of the Trustee. No other offer on any other terms will be considered. Any successful bidder, other than the Purchaser, must provide a deposit of \$5,000 to the Trustee within one (1) day of the entry of an order approving the sale to such bidder, which deposit will be forfeited if the successful bidder fails to timely close the sale. The Trustee shall have the discretion to determine what constitutes the highest and best offer for the Purchased Property. The Trustee may accept one or more backup bids for the Purchased Property if the successful bidder fails to timely close the transaction.

WHEREFORE, the Trustee, Jeff A. Moyer, requests the Court to grant the following relief:

A. Enter an order in the form attached authorizing Trustee to sell the Purchased Property as outlined above, and

B. Grant such other, further or different relief as may be just and equitable under the circumstances.

Respectfully submitted,

ANDREW J. GERDES, PLC
Attorneys for Trustee

Dated: February 12, 2016

By: /s/ Andrew J. Gerdes
Andrew J. Gerdes (P47593)
416 N. Homer St., Suite 101
Lansing, MI 48912
(517) 853-1300
agerdes@capitalbankruptcy.net

AGREEMENT

This Agreement, made this 12 day of February, 2016, by Jeff A. Moyer, in his capacity as Chapter 7 Trustee in the bankruptcy case styled *In re Richard David Manus*, Case No. 12-05632, United States Bankruptcy Court, Western District of Michigan, and not individually (the “Assignor”), and David Genow (“Assignee”), is based upon the following facts and representations, all of which are agreed to be true:

RECITALS

A. There is pending in the United States Bankruptcy Court for the Western District of Michigan (the “Bankruptcy Court”) the Chapter 7 bankruptcy case styled *In re Richard David Manus*, Case No. 12-05632 (the “Bankruptcy Case”);

B. Assignor and Assignee each hold 50% of the membership interests in a Florida limited liability company known as Mango, LLC (“Mango”);

C. The only asset owned by Mango is certain undeveloped real property in Brevard County, Florida (the “Real Estate”);

D. Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell to Assignee, all of Assignor’s right, title and interest that he has in the bankruptcy estate’s interest in the membership interest in Mango (the “Purchased Property”), on the terms set forth in this Agreement.

BASED on the foregoing recitals and the covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee agree as follows:

TERMS AND CONDITIONS

1. Assignee agrees to pay Assignor \$20,000.00 (the “Purchase Price”) to be paid as follows: \$5,000.00 with execution of this Agreement and the balance within 10 days after the Bankruptcy Court order approving this Agreement becomes a final and non-appealable and non-appealed order . If the Bankruptcy Court approves this Agreement and Assignee fails to timely pay the balance of the Purchase Price then Assignee will forfeit any amounts paid without prejudice to Assignor’s right to pursue all other available remedies. If the Bankruptcy Court does not approve this Agreement due to no fault of Assignee then all amounts paid by Assignee shall be refunded within 15 days of entry of an order denying approval of this Agreement.

2. Upon Assignor’s receipt of the Purchase Price and the order approving this Agreement becoming a final and non-appealable and non-appealed order, Assignor shall execute a Bill of Sale for the Purchased Property in a form substantially similar to the form attached to this Agreement.

3. Assignee is purchasing the Purchased Property “as is, where is” with no warranties or representations of any kind by Assignor.

4. This Agreement is subject to approval by the Bankruptcy Court presiding over the Bankruptcy Case, and will also be subject to higher and better offers. Assignor reserves the right to determine, in his sole discretion, the amount of any incremental bids and the requirements and qualifications (including deposits required) of any potential bidders and the payment terms. Assignor may enter into agreements with one or more backup purchasers who will agree to purchase the Purchased Property in the event the original purchaser fails to perform.

5. Where any party must file or submit documents to effectuate this Agreement, the other party will cooperate in the execution, filing or submission of such documents, with Assignee to bear the associated costs.

6. This Agreement may be executed in one or more counterparts, and shall be binding upon each party executing this or any counterpart upon such party's execution thereof provided that all parties execute the Agreement.

7. This Agreement shall not be construed more strictly against one party as against another party by virtue of the fact that it may have been prepared to a higher degree by counsel for any party, it being recognized that all parties have contributed substantially and materially to the preparation of this Agreement

8. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party to whom it is directed or if sent by Federal Express or certified mail, postage prepaid, addressed as set forth below, or at such other address as a party may subsequently deem by written notice to the other party:

If to Assignee: David Genow
c/o Robert L. Beals, Esq.
1590 Pineapple Ave.
Melbourne, FL 32935_

If to Assignor: Andrew J. Gerdes, Esq.
Andrew J. Gerdes, P.L.C.
416 N. Homer St., Suite 101
Lansing, Michigan 48912

9. This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and cannot be modified except by a written agreement signed by all

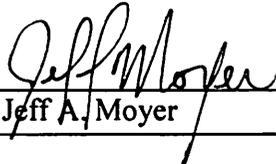
and fully understands all of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the day, month and year above written.

<p>“Assignor”</p> <p>Jeff A. Moyer, as Chapter 7 Trustee in the case of <i>In re Richard David Manus</i>, Case No. 12-05632, U.S. Bankruptcy Court, Western District of Michigan, and not individually</p> <p>By: _____ Jeff A. Moyer</p>	<p>“Assignee”</p> <p>David Genow</p>  <p>2/2/16</p>
---	---

parties. The parties acknowledge that each has carefully read and fully understands all of the provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the day, month and year above written.

<p>“Assignor”</p> <p>Jeff A. Moyer, as Chapter 7 Trustee in the case of <i>In re Richard David Manus</i>, Case No. 12-05632, U.S. Bankruptcy Court, Western District of Michigan, and not individually</p> <p>By:  Jeff A. Moyer</p>	<p>“Assignee”</p> <p>David Genow</p> <p>_____</p>
---	---

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In Re:

RICHARD DAVID MANUS,

Debtor.

Case No. GG 12-05632
Chapter 7; Filed: 6/14/12
Hon. James W. Boyd

BILL OF SALE

For valuable consideration, the receipt and sufficiency of which is acknowledged, Jeff A. Moyer, in his capacity as Chapter 7 Trustee in the above-captioned bankruptcy case and not individually (“Assignor”) hereby assigns to David Genow (“Assignee”) all of Assignor’s right, title and interest in Mango, LLC, a Florida limited liability company.

Jeff A. Moyer, Chapter 7 Trustee

Dated: _____

Jeff A. Moyer

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MICHIGAN

In Re:

RICHARD DAVID MANUS,

Debtor.

Case No. GG 12-05632
Chapter 7; Filed: 6/14/12
Hon. James W. Boyd

ORDER APPROVING SALE OF PROPERTY OF THE ESTATE

The Chapter 7 Trustee, Jeff A. Moyer, having filed a Motion For Order Approving Sale of Property of the Estate (the "Motion"); the Motion with the purchase agreement, a copy of a proposed Order and notice of the Motion having been served upon all creditors appearing on the matrix in this case as well as on the Court's Buyers' List; the Court finding that service is proper under the Bankruptcy Rules; the Purchaser having submitted the highest offer for the property at an auction conducted on _____; the Court further finding that approval of the sale of the property is in the best interest of the creditors, and the sale should be confirmed; no adverse interest appearing, the Court being fully advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED that the following sale be and hereby is approved:

- A. Purchased Property. All of the Trustee's right, title and interest in Mango, LLC, a Florida limited liability company (the "Purchased Property").¹
- B. Purchase Price. Twenty Thousand and No/100 Dollars (\$20,000.00).
- C. Purchaser. The proposed purchaser ("Purchaser") of the Purchased Property is David Genow.

¹ Capitalized terms not defined in this Order shall have the meaning given in the Motion.

IT IS FURTHER ORDERED that the Purchased Property is being sold on an “as is” and “where is” basis, except for those representations expressly set forth in the Sale Agreement.

IT IS FURTHER ORDERED that at the time of the closing, the Trustee shall be specifically authorized to execute any documents as may reasonably be necessary to close this transaction.

IT IS FURTHER ORDERED that a copy of this Order shall be served by first-class United States Mail, postage pre-paid upon the following parties:

Jeff A. Moyer, Chapter 7 Trustee
P.O. Box 337
Grandville, MI 49468-0337

David Genow
c/o Robert Beals, Esq.
1590 Pineapple Ave.
Melbourne, FL 32935

END OF ORDER