



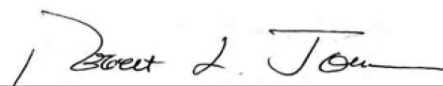
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed November 20, 2017


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

SIGEL'S BEVERAGES, L.P.

Debtor.

§
§ **CASE NO. 16-34118-11**
§
§ **CHAPTER 11**
§
§

**ORDER AUTHORIZING SALE OF PROPERTY OF THE ESTATE FREE
AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES**

Upon consideration of the Debtor's Motion to Authorize the Sale of Property of the Estate Free and Clear of Liens, Claims, Interests, and Encumbrances (the "**Motion**") [Docket No. 282] filed by Sigel's Beverages, L.P. ("**Sigel's**" or the "**Debtor**"), debtor and debtor-in-possession in the above-referenced bankruptcy case, and the statements made on the record at the hearing held on the Motion, the Court finds and concludes that it has jurisdiction over this matter pursuant to 28 U.S.C. §§157 and 1334, that this is a core matter pursuant to 28 U.S.C. §157(b)(2), that notice of the Motion was sufficient under the circumstances, and that no further notice need be given. The Court further finds that the sale to Mansur Kaiser ("**Kaiser**") is

commercially reasonable and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein, and thus the Motion should be granted. It is therefore

ORDERED that the Motion is **GRANTED** as set forth herein. It is further

ORDERED that the Unimproved Property Contract by and between the Debtor and Kaiser attached to this Order as Exhibit A and incorporated herein by reference (the “Sale Contract”) is hereby approved and the sale of the Abrams Property¹ based upon the terms and conditions set forth in the Sale Contract and this Order to Kaiser are hereby approved. It is further

ORDERED that, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, the Abrams Property shall be sold to Kaiser and such sale shall be free and clear of all liens of any kind or nature whatsoever except as set forth herein or the Sale Contract, with all such liens of any kind or nature whatsoever attaching to the net proceeds of the sale in the order of their priority, with the same validity, force, and effect which they now have as against the Property, subject to any rights, claims and defenses the Debtor may possess with respect thereto. It is further

ORDERED that all amounts owed to Dallas County for year 2016 and 2017 ad valorem property taxes plus postpetition interest that has accrued from the petition date through the date of payment at the state statutory rate of 1% per month pursuant to 11 U.S.C. Sections 506(b) and 511 shall be paid in full at the sale closing with the liens that secure all amounts ultimately owed to Dallas County for tax year 2018 remaining attached to the property in the event the sale closes after December 31, 2017. It is further

¹ Capitalized terms not defined herein shall have the same meaning ascribed to them in the Motion.

ORDERED that the Sale Contract was negotiated, proposed, and entered into by the Debtor and Kaiser without collusion, in good faith, and from arm's-length bargaining positions. It is further

ORDERED that Kaiser is a good faith purchaser under Section 363(m) of the Bankruptcy Code, and as such, is entitled to all of the protections afforded under said section of the Bankruptcy Code. Kaiser will be acting in good faith within the meaning of Section 363(m) of the Bankruptcy Code in consummating the transactions contemplated by the Sale Contract and this Order. It is further

ORDERED the Debtor is hereby authorized and empowered to take such steps and to perform such acts as may be necessary to implement and effectuate the terms of this Order and the Sale Contract. It is further

ORDERED that notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon the entry of this Order. It is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

END OF ORDER

Respectfully submitted,

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Melanie P. Goolsby
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**COUNSEL FOR DEBTOR
AND DEBTOR IN POSSESSION**

UNIMPROVED PROPERTY CONTRACT

1. **PARTIES:** The parties to this contract are Sigel's Beverages, L.P., a Texas limited partnership (Seller) and Mansur Kaiser (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY:** commonly known as 901 Abrams Road, Richardson, Texas 75081, and as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. **SALES PRICE:**

- A. Cash portion of Sales Price payable by Buyer at closing \$ 185,000.00
- B. Sum of all financing described in the attached: Not Applicable \$ 0
- C. Sales Price (Sum of A and B) \$ 185,000.00

4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: NA

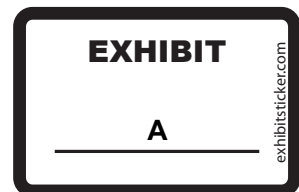
5. **EARNEST MONEY:** Within 3 business days of the Effective Date, Buyer shall deposit \$10,000.00 as earnest money with Chicago Title Company, as escrow agent, at 2828 Routh Street, Ste. 800, Dallas, Texas 75201. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. **TITLE POLICY AND SURVEY:**

A. **TITLE POLICY:** Seller shall furnish to Buyer at Buyer's expense an owner policy of title insurance (Title Policy) issued by Chicago Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:

- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
- (2) The standard printed exception for standby fees, taxes and assessments.

Initialed for identification by Buyer *M* and Seller _____



within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instrument may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

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If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owner's Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

Initialed for identification by Buyer  and Seller _____

