



## **Frequently Asked Questions**

Thank you for your commitment and dedication to the positive changes at Hotel de L'Eau Vive. Let's stay engaged!

To facilitate the successful exchange of communication, we encourage you to read the entire Frequently Asked Questions. Our goal is to address many of your questions here. Additionally, there will be an "Owners Forum" segment during the Annual Meeting where you can also address your questions. If the information below does not specifically address your question, please feel free to email us at [hdlvreimagined@lemonjuice.biz](mailto:hdlvreimagined@lemonjuice.biz). The Front Desk team will handle reservation and exchange-related questions, while any questions related to restructuring must be submitted via the email address provided in the document. If a phone call is more convenient, please leave a valid phone number, and a member of the Owner Support team will return your call when time permits.

### **Questions and Answers Regarding Bankruptcy**

**Q: I received this summons from the Bankruptcy Court; what does this mean?**

**A:** This summons requests that the US Bankruptcy Court, Southern District of Texas, Houston Division bankruptcy court direct the sale of HDLV and distribute the resulting proceeds to the Owners.

**Q: Who do I contact for additional questions?**

**A:** Please send an email to: Email: [hdlvreimagined@lemonjuice.biz](mailto:hdlvreimagined@lemonjuice.biz).

**Q: Why is this happening to us?**

**A:** This summons requests that the bankruptcy court direct the sale of Hotel de L' Eau Vive and the distribution of the resulting proceeds to the Owners. HDLV Consolidation, LLC filed Chapter 11 bankruptcy, and all owners are considered defendants and must be served notice of the bankruptcy regardless of their financial standing with HDLV.

**Q: Do I need to appear in Court?**

**A:** You are not required to respond to the summons or appear before the Court. If you do not respond, you will receive your due share of the sale proceeds at the time of distribution.

**Q: What if I am behind on my fees?**

**A:** Any delinquent fees and related expenses owed to HDLV will be deducted from your proceeds after the sale. The remaining funds from the sale will be distributed to the owners after all accounts have been settled.

**Q: Do I continue to pay Maintenance and Taxes?**

**A:** Yes, you must continue to pay any fees owed to the Association during this process. This will ensure that the resort remains operational during this process. Please remember that the sale depends on the marketability of the title, which

Title Insurance Companies require. This will, in turn, lead to a much higher sales price for the property. The higher the sales price, the more funds from the buyer.

**Q: Is the entire resort being sold?**

**A:** The intent is to sell the entire property at auction.

**Q: How long is this process going to take?**

**A:** The entire process can take up to 1 year. The auction will take place after the Court approves the sale of HDLV.

**Q: What happens if the property is not sold in a reasonable time? What would you consider to be a reasonable time?**

**A:** If the property is not sold within a reasonable time, we may need to explore alternative options, such as adjusting the listing price or considering different sales strategies. A reasonable time frame for selling the property can vary based on market conditions, property location, and other factors, but typically, from 90 to 60 months after the Auction is completed is considered reasonable.

**Q: It is possible that the property could be sold for not very much money. If the sale does not cover your expenses, legal fees, money due to the city of New Orleans, or any other creditors, would I be held responsible for paying any part of the money due?**

**A:** If the sale of HDLV does not cover the debt owed to the association, all owners will be responsible for paying the remaining debt. Similarly, any remaining proceeds after all debts are paid will be shared among all owners.

**Q: Will I receive a notification once this sale is final?**

**A:** Each interval owner will receive notice from the Court, which will also be posted on the information site's <https://hotel-deleauvive.info>. The anticipated time frame for receiving a distribution is 90- 120 days after the final sale.

**Q: I received the bankruptcy filing in both our names, and my spouse is deceased.**

**A:** Since the proceeding is based on deeded interest, and you own the timeshare jointly. If you did not remove the other party's name, please send the death certificate by email to [hdlvreimagined@lemonjuice.biz](mailto:hdlvreimagined@lemonjuice.biz); it is advisable to consult with a bankruptcy attorney to discuss your options. The attorney can also help navigate the process of administering your spouse's estate, which may include resolving any assets related to the bankruptcy case.

**Q: Why are we taking this route?**

**A:** The purpose of this bankruptcy is to obtain a federal court order to oversee the sale proceeding; and also ensure that everything is carried out properly regarding the sale of HDLV up to and including distribution of the net proceeds of any sale amount to the current owners.



**Q: Why has the property been closed for occupancy since the first week of Jazz Fest?**

**A:** The property has been closed for occupancy since the first week of Jazz Fest due to an anonymous complaint received by the Fire Marshall, which alleged that life safety issues were not compliant with local codes. During the inspection, Zoning Department inspectors also found that many of the units had not been zoned correctly.

**Q: Are owners allowed to make reservations or stay at the resort while it is closed?**

**A:** Unrelated to the fire inspections but occurring simultaneously, owners are being informed that their reservations and owner stays are not allowed until the resort reopens. This closure may continue until the end of the year. We understand that this situation may evoke various emotions and disrupt future travel plans. Lemonjuice is working diligently to address this challenge and will keep you updated on the status of the resort's reopening.

**Q: What is the status of the offers to purchase intervals required by the services agreement with Lemonjuice?**

**A:** The offers to purchase intervals required by the services agreement that engaged Lemonjuice were sent but were based on concepts that have proven to be invalid. The number of units has diminished, and the quantity of owners has increased. Additionally, significant title flaws have been discovered on most transactions currently on hold due to the zoning shutdown. For owners awaiting the consummation of their offer to sell, each offer will be individually assessed based on the latest information available to determine if the transactions can proceed. Owners will be contacted in writing regarding their agreements.

**Q: Will the collected maintenance fees be refunded to owners?**

**A:** No, the maintenance fees that have been collected will not be refunded to any owner. This is because the fees have already been allocated for property maintenance, operational costs, and other necessary expenses to ensure the property's upkeep and compliance with regulations.

**Q: Will I be able to deposit/bank my week for 2025?**

**A: There will be no future deposits with the exchange company.** Lemonjuice is working diligently to address this challenge and will keep you updated on the status of the resort's reopening.

**Q: I received a letter to surrender my ownership in Lieu of the past due balance. Where do I send the check?**

**A:** Please mail the check payable to: HOTEL DE L'EAU VIVE OWNERS' ASSOCIATION, INC. Mail To: 7380 W. Sand Lake Road, Suite 130; Orlando, Florida 32819

**Q: The Act of Sale document states that "This sale is made and accepted for and in consideration of the price of \_\_\_\_\_ cash, all of which has been well and truly paid, in ready and current money to the said Acquirer who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor." We have NOT received any money thus far and are hesitant to return any documents that say that we have.**

**A:** It's standard business practice to have Deeds executed prior to the payment being made. To facilitate the verification of a clear title, we have engaged Titleity Title as the Title and Escrow agent to process this transaction. Titleity verifies the title's validity, provides title insurance, files records for all parties, manages funds, coordinates document signing,



disperses funds post-transaction, and delivers executed copies to relevant parties. These actions ensure a secure transaction and clear title transfer.

**Q: I returned my tender offer back in January and February. When will I expect to receive my documents?**

**A:** Currently, title searches for all owners are being conducted to confirm clear title. With the number of cases, this process takes time. You should receive a letter from Titality Title and Lemonjuice Solutions with instructions on the next steps. As soon as the title searches are completed and all necessary documentation is ready, you will receive your document (s) by mail. Thank you for your patience and cooperation throughout this process. As mentioned previously; to qualify, you must have a clear title to your week (s). If any defects have been discovered on your title, it will be specified on the documents provided by Titality along with its proposed fee to resolve the issue on your behalf.

**Q: I received a deed packet in the mail. Why am I receiving this?**

**A:** Recently, you received an offer from Lemonjuice Solutions to conclude your relationship with Hotel de L'Eau Vive. As mentioned in the offer; to qualify, you must have a clear title to your Interval Interest. To facilitate the verification of a clear title, we have engaged Titality Title (Titality) to conduct title searches and deed recordation for all owners who have chosen to proceed.

**Q: What happens after I return my signed and notarized deed?**

**A:** Once all the required documents are completed and returned as instructed, they will undergo review by Quality Control. If no additional information is needed, a payment will be issued to you in accordance with our agreement.

**Q: I received a certified letter in the mail about a lease agreement, what does this mean?**

**A:** This letter was sent to all leaseholders of cancelled leases according to HDLV Association records. This is re-confirmation that you no longer have leaseholder privileges. There is nothing additional needed after receipt of this letter.

**Q: What is Lemonjuice Solutions?**

**A:** Lemonjuice Solutions (LJS) provides strategic planning, restructuring execution, investment capital, and professional management to legacy timeshare properties. The company has extensive experience in the timeshare industry. One of our specialties is assisting distressed timeshare properties.

**Q: Is Lemonjuice Solutions affiliated with Hotel de L' Eau Vive (HDLV)?**

**A:** Lemonjuice Solutions has been chosen by the Board of Directors as the new management company for HDLV. It's important to note that Lemonjuice Solutions is independent and not affiliated with any of the Board Members or Developers associated with HDLV.

**Q: How do I contact Lemonjuice Solutions?**

**A:** If you are inquiring about the tender offer or future of the property, please email [hdlvreimagined@lemonjuice.biz](mailto:hdlvreimagined@lemonjuice.biz). You may also review <http://hotel-deleauvive.info> for regular updates. Our team members are happy to assist you as needed.

**Q: Where do I mail correspondence?**

**A:** Hotel de L'Eau Vive  
c/o: Lemonjuice Solutions  
Reimagination  
7380 W. Sand Lake Road, Suite # 130  
Orlando, Florida 32819

**Q: What will happen to future reservations?**

**A:** This transaction is not expected to impact 2023 or 2024 reservations or exchange deposits. If you currently have reservations weeks deposited with the exchange company, they will remain in full force and effect, as will any other benefits you have of record in your existing ownership. Hotel de L'Eau Vive is committed to ensuring that all owners continue to have the quality vacation experience that all owners deserve.

**Q: What are the plans for the property?**

**A:** The goal is to provide a course of action that will protect all owners and provide value for their timeshare ownership.

**Q: Why is this happening to HDLV?**

**A:** As indicated in the letter dated November 10, 2023, HDLV is currently facing financial hardship. Furthermore, after years of diminishing ownership and deferred maintenance, HDLV is unable to collect sufficient maintenance fees to sustain its operations. Increasing maintenance fees would likely lead to more owners discontinuing payments. This is the principal reason the Board of Directors enlisted the services of Lemonjuice Solutions.

**Q: How long is this process going to take?**

**A:** It is currently anticipated that the full restructuring and sale process will take about two years, but that time depends a lot on many factors and is not guaranteed. Once the sales process is complete, timeshare owners can only receive proceeds from the sale of the property if they are current with their assessments at the time of the sale. Additionally, all paying owners are expected to have occupancy for 2024, but usage for 2025 and later is not expected to be available.

**Q: Who is included in the tender offer?**



**A:** Lessees who are current and Deeded Owners who are active. Owners who abandoned their weeks are not included in the tender offer.

**Q: If I decide to move forward with the tender offer, how much will I receive for my week?**

**A:** Each owner will receive an offer commensurate to the relative value of their week and their unit. For example, if the relative unit value for a Standard Week is \$3000 per interval, Weeks 9 (Mardi Gras) recipients will receive 3.5 times the value of a Standard Week. Event weeks 15 (French Quarter), 17 (Jazz Fest), 18 (Jazz Fest), and 52 (Sugar Bowl) will receive 2 times the value of a standard week. In this example, a week 9 Mardi Gras recipients will receive \$10,500.

Relative unit value is comprised of the unit's size value per square foot and percentage value of common elements attributed to your unit.

**Q: What about the tender settlement process and costs?**

**A:** If you send to us your tender offer choice costs, the closing company will send to you a settlement form and a deed. All persons on the deed need to sign it in front of a notary. Any US state, territory or Department of State notary is acceptable.

We will pay closing cost, including title work and title insurance. However, if there is cloud on the title of your deed (if you do not have marketable title for any reason), you would need to clear-up that title. The term "cloud on the title" refers to any potential issue or discrepancy that affects the ownership or legal rights associated with a property. In this context, it means that if there is any problem with the title of the deed you are selling or transferring, and it is not deemed as clear and marketable, you, as the owner, would be responsible for resolving or clearing up that issue. An example of a title issue could be if a previous deed was not properly prepared or notarized or if the week was sold to two different people.

2024 maintenance fees and outstanding balance will be deducted at settlement.

**Q: If I decide to move forward with the tender offer, how long is this process going to take?**

**A:** If you decide to sell, the entire process pending the receipt of all signed and notarized transfer documents, approval from Quality Control and processing payment of funds on average takes about 90 days. The duration of the process may vary based on the complexity of your tender offer.

**Q: How were the valuations determined, and what factors were considered in this process?**

**A:** The value of the weeks to Lemonjuice were determined by a complex combination of market research, risk valuation, anticipated length of process and related costs. This solicitation is purely voluntary for owners to accept. The Board of Directors wanted to ensure that any owner that wants to avoid unknown expenses related to the future of the property would have the option available to them. As discussed in earlier communications, the Association is in debt already and the \$1,000 maintenance fee billed is not sufficient to operate the entirety of 2024. Anyone choosing not to accept the current offer will be responsible for their share of costs until the property is fully restructured.

**Q: My ex-spouse and I purchased the interval, and following the divorce, I was awarded the property. However, the attorney never transferred the ownership into my name. I have been the sole contributor to the fees each year, but**



**now, as I want to take advantage of the tender offer, will you require my ex-spouse's signature since their name is still on the deed?**

**A:** Yes, all parties listed on the deed must sign and notarize the transfer documents to facilitate the title transfer. Separate documents can be sent to each party so that, if the parties are not amicable, the documents can be signed without the other party being present.

**Q: If I use my timeshare in 2024, will there be adequate maintenance, administrative and housekeep staff available to operate the resort?**

**A:** We will strive to ensure that there is a satisfactory level of staffing available.

**Q: What if I decide not to accept the tender offer?**

**A:** The tender offer is voluntary. Lemonjuice is making the investment because we anticipate value by purchasing weeks from owners who chose not to continue with timeshare. By not accepting the offer, you will be required to continue paying future year's maintenance and taxes to cover future expenses and debt. All remaining owners will receive their pro-rata share of the net proceeds after the sale of the property.

**Q: What about owners that have listed units for rent in 2023 with hotel? Will there be a detailed accounting?**

**A:** We are currently conducting a comprehensive examination of the rental agreement and policies to address this issue. Additional information will be provided soon.

**Q: If I accept the tender offer after the maintenance fee due date, will I incur late charges?**

**A:** You will not incur late charges if the tender offer is received on or before February 5th.