



necessary, for the sale of Receivership real property in Louisiana owned by Brenda Smith.

**PLEASE TAKE FURTHER NOTICE THAT**, in support of this Motion, the undersigned will rely upon the accompanying Memorandum of Law, which is incorporated herein by reference.

**PLEASE TAKE FURTHER NOTICE** that the undersigned requests that the proposed form of Order submitted herewith be entered by the Court.

Respectfully submitted,

*s/ Robin S. Weiss*

Dated: 11/12/2021

Robin S. Weiss, Esquire  
Andrew S. Gallinaro, Esquire.  
Conrad O'Brien PC  
1500 Market Street, Suite 3900  
Centre Square, West Tower  
Philadelphia, PA 19102  
Phone: 215-864-9600  
Fax: 215-864-9620  
rweiss@conradobrien.com  
agallinaro@conradobrien.com  
*Attorneys for Receiver, Kevin Dooley  
Kent*



Pursuant to the Court’s Order Appointing Receiver dated June 29, 2020 and 28 U.S.C. § 2001, Kevin Dooley Kent, Receiver, hereby moves the Court for an order authorizing him to advertise the terms of proposed sale, and scheduling a confirmation hearing, if necessary, no later than January 7, 2022, concerning the sale of Receivership real property in Louisiana owned by Brenda Smith, located at 17091 Highway 1064, Tickfaw, Louisiana 70466, which consists of two parcels (Tangipahoa Parish Assessment Nos. 5615305 and 6157491) (the “Property” or the “Smith Property”), in accordance with 28 U.S.C. § 2001. In support of this Motion, the Receiver states as follows:

**I. STATEMENT OF FACTS**

Pursuant to the Receivership Order, this Court has exclusive jurisdiction and possession of the Receivership Assets, including the real property owned by Brenda Smith (“Smith”). *See* Receivership Order, pp. 1-2; ¶¶ 1-3. Copies of the Tangipahoa Parish Assessment Records for the two parcels that make up the Smith Property are attached hereto as Exhibit “A”. True and correct copies of Redemption Deeds for the two parcels are attached hereto as Exhibit “B”.

The Receivership Order explicitly grants the Receiver authority “to take immediate possession of all real property of the Receivership Parties, wherever located, including but not limited to all ownership and leasehold interests and fixtures.” Receivership Order, ¶ 26. The Receivership Order further provides that

“[u]pon further Order of this Court, pursuant to such procedures as may be required by this Court and additional authority such as 28 U.S.C. §§ 2001 and 2004, the Receiver will be authorized to sell, and transfer clear title to, all real property in the Receivership Estate.” Receivership Order, ¶ 47.

The Receiver listed the Smith Property for sale on or about October 19, 2021. Contingent on this Court’s approval, the Receiver has accepted a \$305,000.00 cash offer, subject to no contingencies, for the purchase and sale of the Smith Property (the “Sale”). This represents the highest and best offer received for the Smith Property. The buyer of the Smith Property is Vista Quercia Ranch LLC (“Buyer”). Closing is currently scheduled for January 14, 2022, and if the Sale does not close by March 14, 2022, the Buyer has the option, at its sole discretion, to declare the Agreement of Sale null and void. A true and correct copy of the Louisiana Residential Agreement to Buy or Sell, with addendums, is attached hereto as Exhibit “C” (“Agreement of Sale”).

The Agreement of Sale represents a transaction that was negotiated, proposed and entered into without collusion, in good faith, and from arms-length bargaining positions. Neither the Buyer nor its affiliates have any relationship to the Receiver or the Defendants other than as purchaser under the Agreement of

Sale.<sup>1</sup> The Buyer is a bona fide purchaser for value and seeks to purchase the Smith Property in good faith.

## **II. ARGUMENT**

Pursuant to 28 U.S.C. § 2001 (b), this Court may confirm the Receiver's sale of the Smith Property if, after appointing three (3) disinterested persons to appraise the property, it determines that the terms of the Sale are in the best interest of the Receivership Estate. Pursuant to the statute, this Court previously appointed three disinterested persons to appraise the Property.

Specifically, on December 2, 2020, the Receiver filed a Motion for Appointment of Real Property Appraisers and Approval to Retain Realtor. (Dkt. No. 45). In connection with that Motion, the Receiver requested the appointment of Bryan Wilder, Joseph Mier and Ricky Juban to appraise the Smith Property. The Motion was unopposed. This Court granted the Receiver's Motion on April 5, 2021. (Dkt. No. 71). After Bryan Wilder and Joseph Mier backed out of the assignment, the Receiver filed a Motion for Appointment of Replacement Real Property Appraisers on July 19, 2021, requesting that Buckley Maurin and Greg Allen be appointed as replacement appraisers for the Smith Property. (Dkt. No. 106). This Motion was likewise unopposed. The Receiver's Motion for

---

<sup>1</sup> The Receiver's Court-approved real estate broker, Godwyn & Stone Brokerage, is serving as a dual agent in connection with the Sale.

Appointment of Replacement Real Property Appraisers was granted on August 20, 2021. (Dkt. No. 114). Ricky Juban, Buckley Maurin and Greg Allen have completed their appraisals of the Smith Property, resulting in an average appraised value of \$354,000.00.<sup>2</sup>

Pursuant to 28 U.S.C. § 2001, the Court may confirm the private sale of the Property if the proposed sale price is at least two-thirds (2/3) of the appraised value of the Property. The \$305,000.00 purchase price for the Smith Property is in excess of two-thirds (2/3) of the average value placed on the Property by the three court-appointed appraisers, and therefore satisfies the price requirements of 28 U.S.C. § 2001 (b). *See, e.g., United States v. Brewer*, No. 3:07-cr-90-J-33HTS, 2009 WL 1313211 (M.D. Fla. May 12, 2009) (approving the Receiver's sale of real property where the purchase price exceeded two-thirds of the average appraised value); *SEC v. Gallagher, et al.*, No. 3:19-cv-575-C, 2020 WL 5898799 (N.D. Texas Sept. 30, 2020) (noting that the Receiver complied with the requirements of Section 2001 (b) where the proposed sale price exceeded two-thirds of the average appraised value).

---

<sup>2</sup> The Receiver can submit the three appraisal reports for review by this Court if requested and/or if this Motion is contested, but would request that, if necessary, he be permitted to file the appraisal reports under seal and/or submit them for *in camera* review at the hearing on this Motion.

Furthermore, the sale of the Smith Property for \$305,000.00 will be in the best interest of the Receivership Estate. The Property serves no beneficial purpose to the Receivership Estate and, until sold, the Receivership will continue to incur expenses for property taxes and liability insurance coverage, along with carrying costs for general property maintenance and upkeep. There are no known mortgages or liens on the Property, and the Sale proceeds, less the realtor's six percent (6%) commission, applicable taxes and closing costs, will be added to the Receivership Estate. The Sale of this Property will thus result in a significant infusion of cash to the Receivership Estate, for the benefit of investors and other stakeholders of the Defendants and Receivership Parties.

The Court may confirm the sale of private property in receivership, such as the Smith Property, after "the terms thereof [have been] published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation." 28 U.S.C. 2001 (b). To comply with Section 2001 (b), the Receiver proposes to advertise the Sale terms in the form attached hereto as Exhibit "D". With Court approval, the Receiver will advertise the Sale for one business day in the following newspapers:

- The Hammond Star, a local newspaper which runs legal advertisements in the Hammond/Tickfaw area;
- The Times-Picayune | The New Orleans Advocate, which includes the following local newspapers: The Picayune-Crescent City Advocate,



the Picayune-East Jefferson Advocate, Picayune-West Bank Advocate and Picayune-New Orleans Advocate;

- The Advocate, Baton Rouge, which includes the following local newspapers: The Ascension Advocate, The Livingston-Tangipahoa Advocate, The Southeast Advocate, The Southside Advocate and The Mid City Advocate

The Receiver will also post notice of the Sale on the Receiver's website,

<http://broadreachreceiver.com/>.

Subject to Court approval, the Receiver proposes to complete advertisement of the sale of the Smith Property by December 20, 2021. Persons or entities interested in submitting competing cash bids, in accordance with the price requirements of 28 U.S.C. § 2001 (b) and which are subject to no contingencies of any kind, will have until before 5:00 p.m. (Eastern Time) on December 31, 2021, to submit their bids to the Receiver. The Receiver shall inform the Court of timely and qualifying competing bids on the Property by January 3, 2022.

Ten or more days after the Sale has been advertised, the Court may, if necessary, hold a hearing to confirm or reject the Sale and to consider any additional offers on the Property that are submitted after advertisement of the Sale, in accordance with 28 U.S.C. § 2001. If the Court's schedule permits, the Receiver respectfully requests that the Court set a confirmation hearing date after January 3, 2022 but by no later than January 7, 2022, to allow time to advertise the Sale and receive and evaluate any competing bids, while permitting time to close the Sale

by January 14, 2022. The Receiver requests this schedule to quickly relieve the Receivership Estate of the significant costs associated with carrying the Property and to accommodate the Buyer's wish for an expeditious closing. The Receiver further respectfully requests that the Court forgo holding a hearing to confirm the Sale if the Receiver does not receive any timely and qualifying competing bids before 5:00 p.m. (Eastern Time) on December 31, 2021 and if no objections are timely filed to the Sale.

The Securities and Exchange Commission has advised that they do not oppose this Motion. Further, Brenda Smith previously advised through her sister, Linda Smith, that Brenda Smith does not object to the sale of the Smith Property generally. The Receiver provided Brenda Smith with notice of this proposed Sale on October 28, 2021, but has not yet received a response.

### **III. CONCLUSION**

In light of all the foregoing, the Receiver respectfully requests that the Court grant this Motion and enter the proposed Order attached hereto, (a) authorizing the publication of the Sale of the Smith Property in The Hammond Star, The Times-Picayune | The New Orleans Advocate, and The Advocate, Baton Rouge (including the Livingston-Tangipahoa Advocate), and the posting of the Sale on the Receiver's website, <http://www.broadreachreceiver.com/>, in the form set forth in Exhibit "D" to this Motion, and (b) scheduling a confirmation hearing for the

sale of the Smith Property on a date after January 3, 2022, but by no later than January 7, 2022, to occur only if any timely and qualifying competing bids for the Property are submitted or if any objections are timely filed to the Sale of the Property.

Further, after the confirmation hearing and/or after no objections or qualifying competing bids are submitted, the Receiver respectfully requests that the Court enter a final judgment confirming the sale of the Smith Property, and has attached a proposed form of Order confirming the Sale of the Property in the event that no such objections are filed or qualifying competing bids submitted.

Respectfully Submitted,

Date: 11/12/2021

s/ Robin S. Weiss  
Robin S. Weiss, Esq.  
Conrad O'Brien PC  
1500 Market Street, Suite 3900  
Centre Square, West Tower  
Philadelphia, PA 19102  
Phone: (215) 864-9600  
Facsimile: (215) 864-9620  
E-mail: rweiss@conradobrien.com

Andrew S. Gallinaro, Esq.  
Conrad O'Brien PC  
1500 Market Street, Suite 3900  
Centre Square, West Tower  
Philadelphia, PA 19102  
Phone: (215) 864-8083  
Facsimile: (215) 864-7403  
E-mail: agallinaro@conradobrien.com

# **EXHIBIT “A”**

**Assessment Data Listing****Assessment No. 5615305**[Print Sheet](#)**Taxpayer Name & Address**

SMITH BRENDA  
 200 FOUR FALLS STE 211  
 CONSHOHOCKEN PA, 19428



<b>Freeze Applied</b>	No	<b>Year</b>	N/A
-----------------------	----	-------------	-----

<b>Homestead</b>	No	<b>Year</b>	N/A
------------------	----	-------------	-----

<b>Book &amp; Page</b>	1555 pg 461	<b>Taxpayer Taxes</b>	
		<b>2020</b>	\$1,521.02

<b>Transfer Date</b>	10/23/2020
----------------------	------------

<b>Purchase Price</b>	N/A	<b>Land Value</b>	171
		<b>Building Value</b>	16,096
		<b>Total Value</b>	17,467
		<b>H/S Value</b>	0
		<b>Taxpayer Value</b>	17,467

**Property Description**

6.10A IN SEC 6 T6SR8E B732 P572 B760 P83 B794 P666 B808 P352 B825 P296 B824 P860 B844 P337-338 841 P115  
 B998 P838 B1082 P702 B1192 P17 B1316 P11 B1317 P561 B1322 P882 B1332 P654 B1546 P96 B1555 P461

**Map Info**

<b>Map ID No.</b>	06T6R80000061
-------------------	---------------

**Location**

<b>Ward</b>	6Z
-------------	----

<b>Physical Address</b>	17091 HIGHWAY 1064 EAST
-------------------------	-------------------------

<b>Subdivision</b>	<b>Lot</b>	<b>Block</b>	<b>Section</b>	<b>Township</b>	<b>Range</b>
			6	T6S	R8E

**Class Description****Assessment Value**

Type	Qty	Units	H/S Credit	Tax Value	Market Value	Special Exemptions
RE	5.10	A	0	171	1,712	None
RE	1.00	A	0	1,200	12,000	None
RE	1.00	I	0	16,096	160,963	None

**Building Improvements**

Type	Yr Built	Sqft. Living	Sqft. Non-Living	Sqft. Total
Residential	2000	1,963	934	2,897

**Parish Taxes**

Millage Description	Millage Rate	Taxpayer Tax	H/S Credit
ASSESSMENT DISTRICT	4.65	81.23	0.00
DRAINAGE DIST 1 MT.	5.00	87.34	0.00
DRAINAGE DT.1 MT	4.96	86.64	0.00
FIRE PROTECTION DIST 2	10.00	174.67	0.00
FIRE PROTECTION DIST. 2	10.00	174.67	0.00
FLORIDA PARISH JUVENILE DIST	2.75	48.03	0.00
GARBAGE DIST. 1 MAINT	10.00	174.67	0.00
HEALTH UNIT	4.00	69.86	0.00
LAW ENFORCEMENT #1	7.81	136.42	0.00
LIBRARY BOARD	2.81	49.08	0.00
LIBRARY BOARD	3.00	52.40	0.00
MOSQUITO ABATEMENT	4.98	86.99	0.00
PARISH ALIMONY-RURAL	3.06	53.44	0.00
SCHOOL DISTRICT #100	4.06	70.91	0.00
SHERIFF'S OPERATIONAL	10.00	174.67	0.00
	<b>Totals</b>	1,521.02	0.00

**City Taxes**

Millage Description	Millage Rate	Taxpayer Tax
	<b>Totals</b>	0.00

**Bookmark:** <http://www.tangiassessor.com/assessment/5615305.html> | [Disclaimer](#) | 10/29/2021

**Assessment Data Listing****Assessment No. 6157491**[Print Sheet](#)**Taxpayer Name & Address**

SMITH BRENDA  
 200 FOUR FALLS STE 211  
 CONSHOHOCKEN PA, 19428



<b>Freeze Applied</b>	No	<b>Year</b>	N/A
<b>Homestead</b>	No	<b>Year</b>	N/A
<b>Book &amp; Page</b>	1555 pg 463	<b>Taxpayer Taxes</b>	\$90.39
<b>Transfer Date</b>	10/23/2020	<b>2020</b>	
<b>Purchase Price</b>	N/A	<b>Land Value</b>	1,038
		<b>Total Value</b>	1,038
		<b>H/S Value</b>	0
		<b>Taxpayer Value</b>	1,038

**Property Description**

35.55A TOTAL- 32.53A BEING TR 1 (39.29 LESS 4.42 PORT OF 6.10 TR UNDER ASST #5615305) XXXXXXXXXXXXX 1.92A BEING TRACT 3 XXXXXXXXXXXXX 1.10 BEING REMAINDER OF 2.78A OF A LOT ALL IN S1/2 OF SW1/4 OF SEC 6 T6SR8E B212 P313 B249 P261 B573 P50 B698 P673 B795 P487 B808P352 B825 P296 B824 P860 B844 P337-338 B972 P877 B998 P838-861 B1101 P832 B1133 P819 B1172 P137 MTG 1818/406 B1192 P17 B1182 P167 B1214 P30 B1218 P305- 307 B1332 P654 B1546 P176 B1555 P463

**Map Info**

**Map ID No.** 06T6R80000091

**Location**

**Ward** 6Z

**Physical Address**

Subdivision	Lot	Block	Section	Township	Range
			6	T6S	R8E

**Class Description****Assessment Value**

Type	Qty	Units	H/S Credit	Tax Value	Market Value	Special Exemptions
RE	35.55	A	0	1,038	10,377	None

## Parish Taxes

Millage Description	Millage Rate	Taxpayer Tax	H/S Credit
ASSESSMENT DISTRICT	4.65	4.83	0.00
DRAINAGE DIST 1 MT.	5.00	5.19	0.00
DRAINAGE DT.1 MT	4.96	5.15	0.00
FIRE PROTECTION DIST 2	10.00	10.38	0.00
FIRE PROTECTION DIST. 2	10.00	10.38	0.00
FLORIDA PARISH JUVENILE DIST	2.75	2.85	0.00
GARBAGE DIST. 1 MAINT	10.00	10.38	0.00
HEALTH UNIT	4.00	4.15	0.00
LAW ENFORCEMENT #1	7.81	8.11	0.00
LIBRARY BOARD	2.81	2.92	0.00
LIBRARY BOARD	3.00	3.11	0.00
MOSQUITO ABATEMENT	4.98	5.17	0.00
PARISH ALIMONY-RURAL	3.06	3.18	0.00
SCHOOL DISTRICT #100	4.06	4.21	0.00
SHERIFF'S OPERATIONAL	10.00	10.38	0.00
	<b>Totals</b>	90.39	0.00

## City Taxes

Millage Description	Millage Rate	Taxpayer Tax
	<b>Totals</b>	0.00

**Bookmark:** <http://www.tangiassessor.com/assessment/6157491.html> | [Disclaimer](#) | 10/29/2021

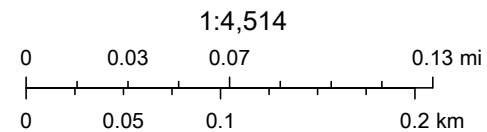


# ArcGIS Web Map



10/29/2021, 9:59:28 AM

- Search by Assessment Number \_Query result
- Streets 7
- Thoroughfares 4
- Minor\_Art 4



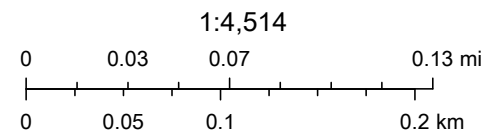
Maxar

# ArcGIS Web Map



10/29/2021, 10:02:28 AM

- Search by Assessment Number \_Query result
- Streets 7
- Thoroughfares 4
- Minor\_Art 4



Maxar

# **EXHIBIT “B”**

Gary T. Stanga  
Clerk of Court  
P. O. Box 667  
110 North Bay Street, Suite 100  
Amite, LA 70422  
(985) 748-4146

Received From :  
EDWARDS, DANIEL SHERIFF  
ATTN: ALLISON JENKINS  
P.O. BOX 942  
AMITE, LA 70422

First VENDOR  
NEBRASKA ALLIANCE REALTY CO

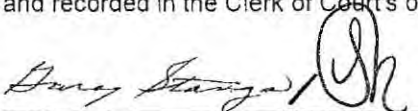
First VENDEE  
SMITH, BRENDA

Index Type : CONVEYANCES  
Type of Document : REDEMPTION DEED  
Recording Pages : 2

Instrument # : 1060672  
Book : 1555 Page : 461

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Tangipahoa Parish, Louisiana.

  
Clerk of Court

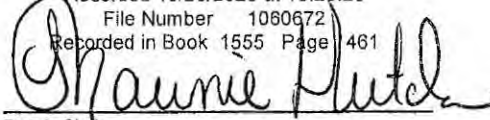
On (Recorded Date) : 10/23/2020

At (Recorded Time) : 10:25:23AM



Doc ID - 013877370002

CLERK OF COURT  
GARY T. STANGA  
Parish of Tangipahoa  
I certify that this is a true copy of the attached document that was filed for registry and  
Recorded 10/23/2020 at 10:25:23

File Number 1060672  
Recorded in Book 1555 Page 461  
  
Deputy Clerk

Return To :

07



TANGIPAHOA PARISH SHERIFF  
CERTIFICATE OF REDEMPTION  
STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

Having this day received from CONRAD O'BRIEN PC, KEVIN KENT ESQ RECEIVER EST. OF BOARD REACH CAPITAL ET AL the sum of TWO THOUSAND FOUR HUNDRED EIGHTY FOUR AND 95/100 DOLLARS (\$2,484.95), being the full amount of taxes, costs, penalties and interest, plus any subsequently paid taxes, accruing from that certain tax sale on the 30th day of June, 2020, for the delinquent Parish of Tangipahoa taxes for the year(s) 2019 , assessed to SMITH BRENDA, covering tax sale title to the immovable property with notice number 5615305, located in the parish described as which a 1% UNDIVIDED INTEREST of the property was sold at the said tax sale to NEBRASKA ALLIANCE REALTY COMPANY SECURED PARTY: BMO HARRIS and described as

UNDIVIDED INTEREST OF : 100% IN: 6.10A IN SEC 6 T6SR8E B732 P572 B760 P83 B794 P666 B808 P352 B825 P296 B824 P860 B844 P337-338 841 P115 B998 P838 B1082 P702 B1192 P17 B1316 P11 B1317 P561 B1322 P882 B1332 P654

NOW THEREFORE I, under the authority conferred on me by R.S. 47:2245, hereby certify said property as being redeemed to said tax debtor , or his successors in title, from any claims arising out of said tax sale.

DONE AND SIGNED at my office in the Parish of Tangipahoa, State of Louisiana this 21st day of October, 2020.

Witness:

A Phelps  
Sign

Tax Collector or Authorized Agent:

[Signature]  
Sign

Witness:

Wanda McCoy  
Sign

Notary Public:

Madonna Co Luizza  
Sign  
78666

Recorded in Conveyance Book \_\_\_\_\_, Page \_\_\_\_\_.

Tangipahoa Parish Sheriff's Office  
P.O. Box 942  
Amite, LA 70422

THIS IS YOUR REDEMPTION RECEIPT FOR YOUR TANGIPAHOA PARISH TAXES  
PLEASE KEEP FOR YOUR RECORDS  
DEPUTY chadwickm-11121-

<u>DATE</u>	<u>RECEIPT#</u>	<u>CASH</u>	<u>CHECK</u>	<u>CHECK#</u>	<u>CREDIT CARD</u>	<u>TOTAL PAID</u>
10 / 15 / 2020	388371	0.00	2,484.95	1003	0.00	2,484.95

PAID BY:

CONRAD OBRIEN PC KEVIN KENT ESQ RECEIVER  
EST. OF BROAD REACH CAPITAL ET AL  
1500 MARKET ST STE 3900  
PHILADELPHIA, PA 19102-1921

<u>Notice#</u>	<u>Parcel#</u>	<u>Name on Bill</u>	<u>Taxes</u>	<u>Interest</u>	<u>Cost</u>	<u>Overage</u>	<u>Total</u>
2019-5615305	5615305	SMITH BRENDA,	1,514.22	107.93	862.80	0.00	2,484.95

\*\*\* PROPERTY DESCRIPTION \*\*\*

17091 HIGHWAY 1064 EAST .

PARCEL#5615305

6.10A IN SEC 6 T6SR8E B732 P572 B760 P83 B794 P666 B808 P352 B825 P296 B824 P860 B844 P337-338 841 P115 B998  
P838 B1082 P702 B1192 P17 B1316 P11 B1317 P561 B1322 P882 B1332 P654

Tangipahoa Parish Recording Page

Gary T. Stanga  
Clerk of Court  
P. O. Box 667  
110 North Bay Street, Suite 100  
Amite, LA 70422  
(985) 748-4146

Received From :  
EDWARDS, DANIEL SHERIFF  
ATTN: ALLISON JENKINS  
P.O. BOX 942  
AMITE, LA 70422

First VENDOR

MCCLURE, REANELL ESCHETTE

First VENDEE

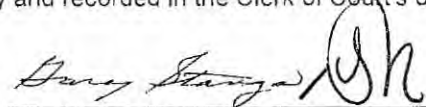
SMITH, BRENDA

Index Type : CONVEYANCES  
Type of Document : REDEMPTION DEED  
Recording Pages : 2

Instrument # : 1060673  
Book : 1555 Page : 463

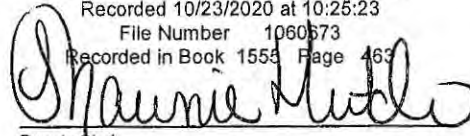
Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Tangipahoa Parish, Louisiana.

  
Clerk of Court

CLERK OF COURT  
GARY T. STANGA  
Parish of Tangipahoa

I certify that this is a true copy of the attached document that was filed for registry and  
Recorded 10/23/2020 at 10:25:23  
File Number 1060673  
Recorded in Book 1555 Page 463

  
Deputy Clerk

On (Recorded Date) : 10/23/2020

At (Recorded Time) : 10:25:23AM



Doc ID - 013877380002

Return To :

07



**TANGIPAHOA PARISH SHERIFF  
CERTIFICATE OF REDEMPTION**

STATE OF LOUISIANA  
PARISH OF TANGIPAHOA

Having this day received from **CONRAD O'BRIEN PC, KEVIN KENT ESQ RECEIVER EST. OF BOARD REACH CAPITAL ET AL** the sum of **SIX HUNDRED FIFTY SIX AND 72/100 DOLLARS (\$656.72)**, being the full amount of taxes, costs, penalties and interest, plus any subsequently paid taxes, accruing from that certain tax sale on the 30th day of June, 2020, for the delinquent Parish of Tangipahoa taxes for the year(s) 2019, assessed to **SMITH BRENDA**, covering tax sale title to the immovable property with notice number **6157491**, located in the parish described as which a **1% UNDIVIDED INTEREST** of the property was sold at the said tax sale to **REANELL ESCHETTE MCCLURE** and described as

UNDIVIDED INTEREST OF : 100% IN: 35.55A TOTAL- 32.53A BEING TR '1 (39.29 LESS 4.42 PORT OF 6.10 TR UNDER ASST #5615305) XXXXXXXXXXXXXXXX 1.92A BEING TRACT 3 XXXXXXXXXXXXXXXX 1.10 BEING REMAINDER OF 2.78A OF A LOT ALL IN S1/2 OF SW1/4 OF SEC 6 T6SR8E B212 P313 B249 P261 B573 P50 B698 P673 B795 P487 B808P352 B825 P296 B824 P860 B844 P337-338 B972 P877 B998 P838-861 B1101 P832 B1133 P819 B1172 P137 MTG 1818/406 B1192 P17 B1182 P167 B1214 P30 B1218 P305- 307 B1332 P654

NOW THEREFORE I, under the authority conferred on me by R.S. 47:2245, hereby certify said property as being redeemed to said tax debtor, or his successors in title, from any claims arising out of said tax sale.

DONE AND SIGNED at my office in the Parish of Tangipahoa, State of Louisiana this 21st day of October, 2020.

Witness:

A. Phelps  
Sign

Tax Collector or Authorized Agent:

[Signature]  
Sign

Witness:

Wanda McCoer

Notary Public:

[Signature]



Tangipahoa Parish Sheriff's Office  
P.O. Box 942  
Amite, LA 70422

THIS IS YOUR REDEMPTION RECEIPT FOR YOUR TANGIPAHOA PARISH TAXES  
PLEASE KEEP FOR YOUR RECORDS  
DEPUTY chadwickm-11121-

<u>DATE</u>	<u>RECEIPT#</u>	<u>CASH</u>	<u>CHECK</u>	<u>CHECK#</u>	<u>CREDIT CARD</u>	<u>TOTAL PAID</u>
10 / 15 / 2020	388372	0.00	656.72	1004	0.00	656.72

PAID BY:

CONRAD OBRIEN PC KEVIN KENT ESQ RECEIVER  
EST. OF BROAD REACH CAPITAL ET AL  
1500 MARKET ST STE 3900  
PHILADELPHIA, PA 19102-1921

<u>Notice#</u>	<u>Parcel#</u>	<u>Name on Bill</u>	<u>Taxes</u>	<u>Interest</u>	<u>Cost</u>	<u>Overage</u>	<u>Total</u>
2019-6157491	6157491	SMITH BRENDA,	90.10	24.83	541.79	0.00	656.72

\*\*\* PROPERTY DESCRIPTION \*\*\*

PARCEL#6157491  
35.55A TOTAL- 32.53A BEING TR 1 (39.29 LESS 4.42 PORT OF 6.10 TR UNDER ASST #5615305) XXXXXXXXXXXXXXXX 1.92A  
BEING TRACT 3 XXXXXXXXXXXXXXXX 1.10 BEING REMAINDER OF 2.78A OF A LOT ALL IN S1/2 OF SW1/4 OF SEC 6  
T6SR8E B212 P313 B249 P261 B573 P50 B698 P673 B795 P487 B808P352 B825 P296 B824 P860 B844 P337-338 B972 P877  
B998 P838-861 B1101 P832 B1133 P819 B1172 P137 MTG 1818/406 B1192 P17 B1182 P167 B1214 P30 B1218 P305- 307 B1332  
P654

# **EXHIBIT “C”**

## DEPOSIT ADDENDUM TO LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

### DEPOSIT HELD BY BROKER<sup>1</sup>

When a dispute exists in a real estate transaction regarding the ownership or entitlement to funds held in a sales escrow checking account, the broker holding the funds is required to send written notice to all parties and licensees involved in the transaction. Within 60 days of the scheduled closing date or knowledge that a dispute exists, whichever occurs first, the broker shall do one of the following:

1. disburse the funds upon the written and mutual consent of all of the parties involved;
2. disburse the funds upon a reasonable interpretation of the contract that authorizes the broker to hold the funds. Disbursement may not occur until 10 days after the broker has sent written notice to all parties and licensees;
3. place the funds into the registry of any court of competent jurisdiction and proper venue through a concursus proceeding;
4. disburse the funds upon the order of a court of competent jurisdiction;
5. disburse the funds in accordance with the Uniform Unclaimed Property Act of 1997 as set forth in R.S. 9:151 et seq.

### DEPOSIT HELD BY THIRD PARTY

These requirements do not apply when a dispute arises regarding the ownership or entitlement to a Deposit held by a third party. The Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds.

Deposit held by: Title Management Group, INC

<i>Nicholas Muscarello</i>	dotloop verified 10/19/21 10:54 AM CDT NNNO-U4AC-QJGI-3U4G
Buyer's Signature	
Vista Quercia Ranch LLC	
Print Name	
Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM

Buyer's Signature	
Print Name	
Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM

<i>Kevin D Kent as Receiver</i>	dotloop verified 10/29/21 8:29 AM EDT EQOP-SLQO-DHVM-KTWD
Seller's Signature	
Kevin D Kent	
Print Name	
Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM

Seller's Signature	
Print Name	
Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM

<sup>1</sup> Louisiana Administrative Code Title 46, Chapter LVXII, Section 2901.

Godwyn & Stone Brokerage Listing Firm	Godwyn & Stone Brokerage Selling Firm
joel piccolo 995697714 Seller's Designated Agent Name & License Number	Joel Picolo 995697714 Buyer's Designated Agent Name & License Number
5042518341 5042518341 Phone Number Office Fax	5042518341 Phone Number Office Fax
joelpicolo54@gmail.com Email Address	joelpicolo54@gmail.com Email Address
Delivered by Designated Agent to	Day Date Time AM/PM
Comments	
Received by Designated Agent	Day Date Time AM/PM

**Dual Agent**

### LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: 10/26/2021

**PROPERTY DESCRIPTION:** I/We offer and agree to Buy/Sell the property at:

(Municipal Address) 17091 HWY 1064 asses no. 5615305 & 6157491

City Tickfaw ; Zip 70466 ; Parish Tangipahoa ; Louisiana,

(Legal Description) As Per Title

As Per Title on lands and grounds measuring approximately As Per Title

or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value: N/A

N/A

N/A


N/A

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

N/A

N/A

BUYER'S Initials

  
10/26/21  
11:40 AM CDT  
dotloop verified

SELLER'S Initials

  
10/29/21  
8:29 AM EDT  
dotloop verified



Property address, street, city, state, zip

Date

29 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.  
30 0 \_\_\_\_\_% mineral rights owned by the SELLER are to be reserved by the SELLER and the SELLER shall waive  
31 any right to use the surface for any such reserved mineral activity or use.

32  
33 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and  
34 law or ordinances affecting the Property for the sum of three hundred five thousand  
35 \_\_\_\_\_ Dollars (\$305,000.00) (the "Sale Price").

36  
37 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the  
38 BUYER, on 01/14/2022, or before if mutually agreed upon. Any change of the date  
39 for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the  
40 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22.512 et  
41 seq.

42  
43 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless mutually  
44 agreed upon in writing.

45  
46 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

47  This sale is contingent on the sale of other property by the BUYER and the contingency language found  
48 either in lines 302-307 or the attached addendum shall apply.

49  This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the  
50 BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.

51  
52 **FINANCING:**

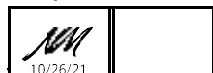
53  **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this  
54 Property.


55  **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as  
56 security  
57 for the loan the sum of \$ \_\_\_\_\_ or \_\_\_\_\_% of the Sale  
58 Price by a mortgage loan or loans at an initial interest rate not to exceed \_\_\_\_\_% per annum, interest and  
59 principal, amortized over a period of not less than \_\_\_\_\_ years, payable in monthly installments or on any other  
60 terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses  
61 to the SELLER. The loan shall be secured by (Check all that apply):

- 62  Fixed Rate Mortgage  FHA Insured Mortgage
- 63  Adjustable Rate Mortgage  Owner Financing
- 64  Rural Development  Bond Financing
- 65  VA Guaranteed Mortgage  Conventional Mortgage
- 66  Other \_\_\_\_\_

67  
68 The BUYER agrees to pay discount points not to exceed 0 % of the loan amount.  
69 Other financing conditions: N/A  
70 \_\_\_\_\_  
71 N/A

72 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to  
73 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-  
74 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and  
75 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

BUYER'S Initials   
10/26/21 11:40 AM CDT dotloop verified

Page 2 of 9 SELLER'S Initials   
10/29/21 8:29 AM EDT dotloop verified



17091 Hwy 1064, Tickfaw, LA 70466

10/26/2021

Property address, street, city, state, zip

Date

76 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
77 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
78 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
79 proceed with the loan approval process within (0) calendar days after the date of acceptance of this offer by
80 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
81 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
82 SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement
83 null and void, by giving the BUYER written notice of the SELLER'S termination. In the event the BUYER is not
84 able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms
85 set forth above.

87 PRORATIONS/OTHER COSTS: Real estate taxes, flood insurance premium if assumed, rents, condominium
88 dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to
89 be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance
90 and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All
91 necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any,
92 shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues,
93 and/or dues owed to homeowners associations and the like. All special assessments bearing against the Property
94 prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of Sale, are to
95 be paid by the SELLER.

97 APPRAISAL: [X] This sale is NOT conditioned on appraisal. [ ] This sale IS conditioned on the appraisal of the
98 Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and access.
99 If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale
100 Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall
101 provide the SELLER with a copy of the appraisal within ( ) calendar days of receipt of same,
102 along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within ( )
103 calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall
104 have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the
105 SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

107 DEPOSIT: Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be
108 bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver within
109 72 hours, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
110 \$3,000.00 or % of the Sale Price to be paid in the form of:

- 111 [ ] Cash \$
112 [X] Check \$3,000.00
[ ] Certified Funds \$
[ ] Electronic Transfer (EFT) \$

113 The Deposit shall be held by. [ ] Listing Broker [ ] Selling Broker [X] Third Party

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII, Section 2717 requires that
funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental
trust checking account or Deposit trust checking account of the listing or managing broker ("Broker") unless all parties having
an interest in the funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a
third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real
Estate Commission may not have jurisdiction over those third parties holding the funds. By signature below, I
acknowledge that I have read the attached addendum and acknowledge the Broker is not legally required to disburse a
Deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

Nicholas Muscarello
BUYER
BUYER

Kevin D Kent as Receiver
SELLER
SELLER

BUYER'S Initials
10/26/21
dotloop verified

SELLER'S Initials
10/29/21
8:29 AM EDT
dotloop verified



Property address, street, city, state, zip

Date

114 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it  
115 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking  
116 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension  
117 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute  
118 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the  
119 Rules and Regulations set forth by the Louisiana Real Estate Commission.  
120

121 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void  
122 without demand in consequence of the following events:


- 123 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set  
124 forth in lines 167 through 200 of this Agreement;
- 125
- 126 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as  
127 stated in lines 72 through 85 of this Agreement, but only if the BUYER has made good faith efforts to obtain the  
128 loan;
- 129
- 130 3) If the SELLER declares the agreement null and void for failure of BUYER to comply with written document  
131 requirements as set forth in lines 80 through 85.  
132
- 133 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the  
134 SELLER will not reduce the Sale Price as set forth in lines 97 through 105 of this Agreement;
- 135
- 136 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in  
137 lines 149 through 154 of this Agreement;
- 138
- 139 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report  
140 as set forth in lines 202 through 211  
141
- 142 7) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL  
143 ADDENDUM, and the BUYER terminates the agreement as a result thereof;
- 144
- 145 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER  
146 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;
- 147
- 148


149 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written  
150 leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days  
151 of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the  
152 cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5)  
153 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable  
154 to the BUYER. Security deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.  
155

156 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to  
157 be constructed, check one:

- 158  A new home construction addendum, with additional terms and conditions, is attached.
- 159  There is no new home construction addendum.

160  
161 **INSPECTION AND DUE DILIGENCE PERIOD:** The BUYER ACKNOWLEDGES THAT THE SALE PRICE OF  
162 THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION;  
163 ACCORDINGLY, the SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING  
164 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS  
165 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER  
166 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

BUYER'S Initials 

SELLER'S Initials 

10/26/21  
11:40 AM CDT  
dotloop verified

10/29/21  
8:29 AM EDT  
dotloop verified



Property address, street, city, state, zip

Date

167 The BUYER shall have an inspection and due diligence period of (0 ) calendar days, commencing the first
168 day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any
169 inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to,
170 inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi
171 hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling,
172 electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other
173 due diligence by the BUYER may include, but is not limited to investigation into the property's school district,
174 insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items
175 addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The
176 SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended
177 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
178 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
179 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
180 and due diligence period:

- 182 Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
183 or
184 Option 2: The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within
185 seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies
186 ("SELLER'S Response").

188 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
189 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
190 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
191 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
192 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
193 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
194 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
195 and void except for return of Deposit to the BUYER.

197 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
198 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 161
199 THROUGH 180 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
200 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.

202 PRIVATE WATER/SEWERAGE:

- 203 There is/are ( ) private water system(s) servicing only the primary residence, and the attached
204 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
205 residence.
206
207 There is/are ( ) private septic/treatment system(s) servicing only the primary residence and
208 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
209 the primary residence.
210
211 There is NO private septic/treatment system(s) servicing only the primary residence.
212

213 HOME SERVICE/WARRANTY: A home service/warranty plan will / will not be purchased at the closing of
214 sale at a cost not to exceed \$N/A to be paid by the BUYER / the SELLER. Home Service
215 Warranty will be ordered by N/A.

BUYER'S Initials [Signature] 10/26/21 11:40 AM CDT dotloop verified

SELLER'S Initials [Signature] 10/29/21 8:29 AM EDT dotloop verified





17091 Hwy 1064 , Tickfaw, LA 70466  
Property address, street, city, state, zip

10/26/2021

Date

216 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual  
217 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does  
218 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER  
219 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a  
220 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to  
221 their rejection of such a plan.  
222

223 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION:** (CHECK ONE ONLY)

224  A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full  
225 SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to  
226 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*

227  B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize  
228 that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does  
229 hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to  
230 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to  
231 Louisiana Civil Code Article 2541, *et seq.* Additionally, the BUYER acknowledges that this sale is made without  
232 warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and  
233 the BUYER agree that this clause shall be made a part of the Act of Sale.


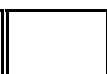
234  C. NEW HOME WARRANTIES. Notwithstanding lines 223 through 233 and irrespective of whether A or B  
235 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead  
236 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of  
237 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the  
238 New Home Warranty Act.  
239

240 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at  
241 the SELLER'S costs (see lines 244 through 246). In the event curative work in connection with the title to the  
242 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the  
243 parties agree to and do extend the date for passing the Act of Sale to a date not more than  
244 thirty (30) calendar days from the date of the Act of Sale stated herein. The  
245 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at  
246 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER  
247 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title  
248 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to  
249 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as  
250 well as legal fees incurred by the BUYER.  
251

252 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar  
253 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the  
254 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been  
255 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the  
256 Property.  
257

258 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,  
259 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further  
260 demand, or to demand and/or sue for any of the following:  
261

- 262 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount  
263 equal to 10% of the Sale Price as stipulated damages.

BUYER'S Initials    
10/26/21 11:40 AM CDT dotloop verified

SELLER'S Initials    
10/29/21 6:25 AM EDT dotloop verified



Property address, street, city, state, zip

Date

264 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to  
265 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be  
266 liable for Broker fees.

267  
268 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the  
269 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further  
270 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific  
271 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated  
272 damages.

273  
274 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to  
275 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be  
276 liable for Broker fees.

277  
278 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that  
279 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing  
280 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with  
281 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

282  
283 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator  
284 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of  
285 the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the  
286 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of  
287 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.  
288 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

289  
290 **FLOOD HAZARD INFORMATION:**  
291 An informational website regarding flood hazards that can affect real property is available at the FEMA website  
292 <https://msc.fema.gov/portal>.

293  
294 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of  
295 the State of Louisiana.

296  
297 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or  
298 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this  
299 Agreement shall end at 11:59 p.m. in Louisiana.

300  
301 **ADDITIONAL TERMS AND CONDITIONS:**

302 This Agreement is subject to court approval pursuant to 28 U.S.C Section 2001, as set forth in the attached Receivers  
303 Addendum to Louisiana Residential Agreement to Buy or Sell, which is incorporated herein by reference.

304 \_\_\_\_\_  
305 \_\_\_\_\_  
306 \_\_\_\_\_  
307 \_\_\_\_\_  
308 \_\_\_\_\_

309 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as  
310 real estate brokers to bring the parties together and make no warranty to either party for performance or non-  
311 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

BUYER'S Initials   
10/26/21  
11:40 AM CDT  
dotloop verified

SELLER'S Initials   
10/29/21  
8:29 AM EDT  
dotloop verified



Property address, street, city, state, zip

Date

312 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property  
313 measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and  
314 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the  
315 BUYER has or will independently investigate all conditions and characteristics of the Property which are important  
316 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to  
317 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may  
318 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,  
319 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition  
320 of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).  
321 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or  
322 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or  
323 not the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as  
324 wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there  
325 from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an  
326 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.  
327

328 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 329  Contingency for Sale of the BUYER'S Other Property Addendum  Private Water/Sewerage Addendum
- 330  Condominium Addendum  Deposit Addendum
- 331  FHA Amendatory Clause  receiver's addendum
- 332  New Construction Addendum  \_\_\_\_\_


333  
334 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on  
335 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum  
336 provisions control.  
337

338 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is  
339 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may  
340 be.  
341

342 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of  
343 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this  
344 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or  
345 modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be  
346 executed in two or more counterparts, all of which shall constitute one and the same Agreement.  
347

348 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications  
349 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding  
350 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d)  
351 facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as  
352 (a) written on the first page of this Agreement; (b) as designated below on lines 361 through 370; or (c) at such  
353 other addresses as the respective parties may designate by written notice.  
354

355 The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be  
356 treated as originals of the signatures and documents transmitted in the above referenced real estate transaction.  
357 Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of  
358 documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or  
359 modification relating thereto, including but not limited to any notices, requests, claims, demands and other  
360 communications as set forth in the Agreement.

BUYER'S Initials    
10/26/21 11:40 AM CDT dotloop verified

SELLER'S Initials    
10/29/21 8:29 AM CDT dotloop verified



Property address, street, city, state, zip

Date

361  The BUYER further authorizes his or her agent to electronically deliver notices and other communications to  
362 the email address he or she provided to his or her agent. Furthermore, the Buyer authorizes the Seller's agent to  
363 electronically deliver notices and communications to be delivered to the following address:

364 \_\_\_\_\_  
365 BUYER's Agent email address(es): joelpiccolo54@gmail.com

366  The SELLER further authorizes his or her agent to electronically deliver notices and other communications to  
367 the email address he or she provide to his or her agent. Furthermore, the Seller authorizes the Buyer's agent to  
368 electronically deliver notices and communications to be delivered to the following address:

369 \_\_\_\_\_  
370 SELLER's Agent email address(es): joelpiccolo54@gmail.com

371 The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly  
372 with the Seller or a Seller's agent to communicate directly with the Buyer.

374 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT  
375 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing  
376 this contract or attempting to enforce any obligation or remedy provided herein.

378 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other  
379 agreements not incorporated herein in writing are void and of no force and effect.

381 **EXPIRATION OF OFFER:** \_\_\_\_\_  
382 This offer is binding and irrevocable until 11/01/2021 at 5 AM PM NOON. The  
383 Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374 to be  
384 binding and effective.

385 X Nicholas Muscarello dotloop verified  
10/26/21 11:49 AM CDT  
ZBAX-UKM3-YKJQ-5XFA

385 X \_\_\_\_\_

387  Buyer's /  Seller's Signature Date/Time AM PM

387  Buyer's /  Seller's Signature Date/Time AM PM

388 Vista Quercia Ranch LLC

388 \_\_\_\_\_

389 Print Buyer's/Seller's Full Name (First, Middle, Last)

389 Print Buyer's/Seller's Full Name (First, Middle, Last)

390 Via Email

390 \_\_\_\_\_

391 This offer was presented to the  Seller  Buyer by 10/29/2021 11:00 Day/ Date/ Time  AM  PM  NOON

393 This offer is:  **Accepted**  **Rejected** (without counter)  **Countered** (See Attached Counter) by:

395 X Kevin D Kent as Receiver dotloop verified  
10/29/21 8:29 AM EDT  
QCOS-2LDB-H6YB-HDSN

395 X \_\_\_\_\_

396  Buyer's  Seller's Signature Date/Time AM PM

396  Buyer's /  Seller's Signature Date/Time AM PM

397 Kevin D Kent

397 \_\_\_\_\_

398 Print Buyer's/Seller's Full Name (First, Middle, Last)

398 Print Buyer's/Seller's Full Name (First, Middle, Last)

399 Via Email

399 \_\_\_\_\_

This offer was presented to the  Seller  Buyer by 10/29/2021 te/ Time AM PM NOON



**RECEIVER'S ADDENDUM TO LOUISIANA RESIDENTIAL  
AGREEMENT TO BUY OR SELL**

THIS ADDENDUM is attached to the Louisiana Residential Agreement to Buy or Sell for the real property located at 17091 Hwy 1064, Tickfaw, LA 70466, MLS#: 2319406 (Tangipahoa Parish Assessment Nos. 5615305 & 6157491) ("Real Property" or "Property") and made a part thereof. It is entered into by and between Kevin Dooley Kent, as Receiver for the Assets and Records of Brenda A. Smith, et. al., as "Seller," and Vista Quercia Ranch LLC as "Buyer," each of whom agree as follows:

1. Seller shall convey marketable title to the Real Property by quit claim deed.
2. Unresolved controversies, claims, and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or breach, enforcement, or interpretation thereof shall be resolved by the United States District Court for the District of New Jersey ("Court"), which has exclusive jurisdiction over the property.
3. Notwithstanding the terms set forth in the Agreement to Buy or Sell, in any unresolved controversies, claims, or other matters in question between Buyers and Seller arising out of, or relating to, this Contract or breach, enforcement, or interpretation thereof, the Buyer and Seller shall bear their own attorney's fees and costs.
4. Notwithstanding the terms set forth in the Agreement to Buy or Sell, this Agreement, and all addenda thereto, may be filed in the United States District Court for the District of New Jersey in the matter of Securities and Exchange Commission v. Brenda Smith, Broad Reach Capital, LP, Broad Reach Partners, LLC, And Bristol Advisors, LLC, C. A. No. 2:19-cv-17213 (D.N.J.).
5. Notwithstanding the Closing Date set forth in the Agreement to Buy or Sell, Seller may extend the closing date until such time as the requirements of 28 U.S.C. § 2001 have been satisfied. In the event closing is extended under this paragraph 5, Buyer will be provided a minimum of ten (10) business days' notice prior to Closing. The Seller shall not purposefully delay in the satisfaction of the requirements of 28 U.S.C. § 2001. If the requirements of 28 U.S.C. § 2001 are not satisfied in time to allow closing on or before March 14, 2022 at 5:00 p.m. (Eastern Time), the Buyer may, in their sole discretion, declare the agreement null and void by notifying the Seller in writing.
6. This agreement and sale of the Property is expressly contingent upon Court approval, satisfaction of all applicable provisions of 28 U.S.C. § 2001, and any and all applicable orders entered by the Court in the matter of Securities and Exchange Commission v. Brenda Smith, et. al, No.: C. A. No. 2:19-cv-17213 (D.N.J.).
7. As the sale of the Property is governed by the provisions of 28 U.S.C. § 2001, the Buyer acknowledges and agrees that the Receiver has the right to continue to seek higher bids for the Property after the execution of the Agreement and before the satisfaction of the provisions of 28 U.S.C. § 2001.

- 8. The Seller enters into the Louisiana Residential Agreement to Buy or Sell the real property located at 17091 Hwy 1064, Tickfaw, LA 70466 MLS#: 2319406 (Tangipahoa Parish Assessment Nos. 5615305 & 6157491), solely in his capacity as an officer of the United States District Court for the District of New Jersey and not in his personal capacity. The Seller has never owned the Property or occupied the Property and has limited knowledge of the Property. Any information provided regarding the Property is based upon the limited information currently available to the Seller.
- 9. The property is being sold in "as is" condition, "where is" and with all defects.
- 10. In the event of any conflicts as between the terms of the Agreement to Buy or Sell and the Addendum, the Addendum, as here written, controls.

In Witness Whereof, the parties hereto, intending to be legally bound, have executed this Addendum as of the dates written below.

Seller:

Buyer:

**Kevin D. Kent, Receiver**

**Vista Quercia Ranch LLC**

*Kevin D Kent as Receiver*  
 dotloop verified  
 10/29/21 8:29 AM EDT  
 JUDT-TVKI-BOG2-LOQM

*Nicholas Muscarello*  
 dotloop verified  
 10/27/21 7:50 PM  
 CDT  
 W0JJ-XI3D-2FQF-IQP5

By: *Kevin D. Kent, Receiver*

By: *Nicholas Muscarello (on behalf of Vista Quercia Ranch LLC)*

Date: \_\_\_\_\_

Date: 10/27/2021

# **EXHIBIT ‘D’**

**NOTICE OF SALE**

Kevin D. Kent, Court-Appointed Receiver in the matter of Securities and Exchange Commission v. Brenda A. Smith, et al., Civ. No. 2:19-cv-17213-MCA (D.N.J.), hereby gives public notice, in his capacity as Receiver, and pursuant to 28 U.S.C. § 2001, that he will sell “as is” and “where is” the lands, with all improvements thereon, located at 17091 Highway 1064, Tickfaw, LA 70466 (Tangipahoa Parish Assessment Nos. 5615305 and 6157491) (the “Property”) for the sum of \$305,000.00 on or after January 14, 2022. Persons or entities interested in buying the Property may submit written cash bids, which meet the price requirements of 28 U.S.C. § 2001 and are subject to no contingencies of any kind, to Robin S. Weiss, Esq., Conrad O’Brien PC, 1500 Market Street, Suite 3900 West, Philadelphia, Pennsylvania 19102. All bids must be received at the offices of Conrad O’Brien PC before 5:00 p.m. (Eastern Time) on December 31, 2021. For additional information on the Property, please contact Joel Picolo of Godwyn and Stone at (504) 251-8341.

/s/ Kevin Dooley Kent  
Federally-Appointed Equity Receiver for the  
Assets and Records of Brenda Smith, *et al.*



**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

---

<b>SECURITIES AND EXCHANGE COMMISSION,</b>	:	
	:	
<b>Plaintiff,</b>	:	<b>C. A. No. 2:19-cv-17213 (MCA)</b>
	:	
<b>v.</b>	:	
	:	
<b>BRENDA SMITH, BROAD REACH CAPITAL, BROAD REACH PARTNERS, LLC, and BRISTOL ADVISORS, LLC, et al,</b>	:	
	:	
<b>Defendants.</b>	:	

---

**ORDER GRANTING THE RECEIVER, KEVIN DOOLEY KENT'S  
MOTION REGARDING THE CONFIRMATION AND ADVERTISEMENT  
OF THE SALE OF RECEIVERSHIP REAL PROPERTY IN LOUISIANA  
OWNED BY BRENDA SMITH**

**THIS MATTER** having come before this Court upon the Motion of Receiver, Kevin Dooley Kent, Regarding the Confirmation and Advertisement of the Sale of Receivership Real Property Owned by Brenda Smith;

It is on this \_\_\_\_\_ day of \_\_\_\_\_ 2021,

**ORDERED** that the Receiver's Motion Regarding the Confirmation and Advertisement of the Sale of Receivership Real Property Owned by Brenda Smith is **APPROVED**; and it is **FURTHER ORDERED** that:

1. The Receiver is authorized to advertise the proposed Sale of Receivership Real Property located at 17091 Highway 1064, Tickfaw, Louisiana 70466, which consists of two parcels (Tangipahoa Parish Assessment Nos. 5615305 and 6157491) (the “Property” or the “Smith Property”) to Vista Quercia Ranch LLC.

2. On or before December 20, 2021, the Receiver shall advertise the sale of the Property for the sum of \$305,000.00, with closing occurring on or before January 14, 2022, as set forth in the form of notice attached to this Order, in one business day edition of the following newspapers of general circulation:

- a. The Hammond Star;
- b. The Times-Picayune | The New Orleans Advocate; and
- c. The Advocate, Baton Rouge.

3. The Receiver shall also post notice sale of the Property on the Receivership website at [www.broadreachreceiver.com](http://www.broadreachreceiver.com), where it shall remain posted until this Court confirms the sale of the Property.

4. The Receiver shall file confirmation of publication with the Court as soon as practicable after compliance with Paragraph 2 of this Order.

5. Persons or entities interested in submitting competing cash bids, in accordance with the price requirements of 28 U.S.C. § 2001 (b), which are subject to no contingencies of any kind, shall submit their bids, in writing, to the

Receiver's counsel before 5:00 p.m. (Eastern Time) on December 31, 2021, as set forth in the form of notice attached to this Order.

6. Any and all objections to the sale of the Property must be filed with the Court and provided to the Receiver by 5:00 p.m. on December 31, 2021.

7. The Receiver shall inform the Court of timely and qualifying competing bids on the Property by January 3, 2022.

8. If the Receiver timely receives any qualifying, competing bids for the Property or if any objections are timely filed to the sale of the Property, a confirmation hearing on the sale of the Property will be held on \_\_\_\_\_ at \_\_\_\_\_ in Courtroom \_\_\_\_\_ of the United States District Court for the District of New Jersey, Martin Luther King Jr. Federal Building and U.S. Courthouse, 50 Walnut Street, Newark, New Jersey 07101, or via remote methods, as follows: \_\_\_\_\_.

**BY THE COURT:**

\_\_\_\_\_  
HONORABLE MADELINE COX ARLEO  
UNITED STATES DISTRICT JUDGE

**NOTICE OF SALE**

Kevin D. Kent, Court-Appointed Receiver in the matter of Securities and Exchange Commission v. Brenda A. Smith, et al., Civ. No. 2:19-cv-17213-MCA (D.N.J.), hereby gives public notice, in his capacity as Receiver, and pursuant to 28 U.S.C. § 2001, that he will sell “as is” and “where is” the lands, with all improvements thereon, located at 17091 Highway 1064, Tickfaw, LA 70466 (Tangipahoa Parish Assessment Nos. 5615305 and 6157491) (the “Property”) for the sum of \$305,000.00 on or after January 14, 2022. Persons or entities interested in buying the Property may submit written cash bids, which meet the price requirements of 28 U.S.C. § 2001 and are subject to no contingencies of any kind, to Robin S. Weiss, Esq., Conrad O’Brien PC, 1500 Market Street, Suite 3900 West, Philadelphia, Pennsylvania 19102. All bids must be received at the offices of Conrad O’Brien PC before 5:00 p.m. (Eastern Time) on December 31, 2021. For additional information on the Property, please contact Joel Picolo of Godwyn and Stone at (504) 251-8341.

/s/ Kevin Dooley Kent  
Federally-Appointed Equity Receiver for the  
Assets and Records of Brenda Smith, *et al.*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

---

<b>SECURITIES AND EXCHANGE</b>	:	
<b>COMMISSION,</b>	:	<b>C. A. No. 2:19-cv-17213 (MCA)</b>
	:	
<b>Plaintiff,</b>	:	
	:	
<b>v.</b>	:	
	:	
<b>BRENDA SMITH, BROAD</b>	:	
<b>REACH CAPITAL, BROAD</b>	:	
<b>REACH PARTNERS, LLC, and</b>	:	
<b>BRISTOL ADVISORS, LLC, et</b>	:	
<b>al,</b>	:	
	:	
<b>Defendants.</b>	:	

---

**ORDER CONFIRMING SALE OF RECEIVERSHIP REAL PROPERTY IN  
LOUISIANA OWNED BY BRENDA SMITH**

**THIS MATTER** has come before this Court upon the Motion of Receiver, Kevin Dooley Kent, Regarding the Confirmation and Advertisement of the Sale of Receivership Real Property Owned by Brenda Smith, filed on November 12, 2021. (ECF No. \_\_\_\_\_). The property in question, which is located at 17091 Highway 1064, Tickfaw, Louisiana 70466, and consists of two parcels (Tangipahoa Parish Assessment Nos. 5615305 and 6157491) (the "Property"), is a Receivership Asset, under the complete control of the Court, and owned by Defendant Brenda Smith. Through the Motion, and pursuant to 28 U.S.C. § 2001, the Receiver, as an agent of the Court, seeks confirmation of the sale of the

Property to Vista Quercia Ranch LLC. for a total sum of \$305,000.00 (\$286,700.00 net of commissions provided the closing occurs on or before 01/14/2022), in accordance with the Louisiana Residential Agreement to Buy or Sell (“Agreement of Sale”) attached as Exhibit “C” to the Motion.

The Receiver has full power and authority to execute the Agreement of Sale and all other documents contemplated thereby, and to consummate the transaction contemplated under the Agreement of Sale.

The Agreement of Sale represents a transaction that was negotiated, proposed and entered into without collusion, in good faith, and from arms-length bargaining positions, and the terms and conditions set forth in the Agreement of Sale are fair and reasonable under the circumstances. Neither Vista Quercia Ranch LLC nor its affiliates have any relationship with the Receiver or the Defendants other than as purchaser under the Agreement of Sale. Vista Quercia Ranch LLC is a bona fide purchaser for value and is purchasing the Property in good faith, and will be acting in good faith in closing the transaction contemplated by the Agreement of Sale.

Before seeking confirmation of the sale of the Property, the Receiver retained, with Court approval and without objection from any party, three independent appraisers to value the Property, thereby complying with the requirements of 28 U.S.C. § 2001.

As required by 28 U.S.C. § 2001 (b), the purchase price of the Property is greater than two-thirds (2/3) of the average value placed on the Property by the three independent appraisers that the Receiver retained with Court approval, and constitutes fair value for the Property.

As further required by 28 U.S.C. § 2001 (b), the terms of the sale of the Property were advertised in newspapers of general circulation, which advertisements provided instructions for the submission of competing bids on the Property. No competing bids for the Property have been submitted to the Receiver or to the Court by the applicable deadlines, and the transaction contemplated by the Agreement of Sale constitutes the highest and best consideration offered for the Property.

The Receiver has conducted a fair and open marketing and sale process as set forth in the Motion, and approval of the Agreement of Sale and consummation of the sale of the Property at this time are in the best interests of the Receivership, creditors of the Defendants, their estates, and other parties in interest.

No objections have been received to the sale of the Property.

This Order shall be a “final order” within the meaning of 28 U.S.C. §§ 158 and 1291, and to the extent necessary under Rule 54 (b) of the Federal Rules of Civil Procedure, the Court expressly finds that there is no just reason to delay the implementation of this Order.

It is now, on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, **ORDERED** that the Motion is **GRANTED**; and it is **FURTHER ORDERED** that:

1. The Receiver has complied with all requirements of 28 U.S.C. § 2001.
2. The sale of the Property for \$305,000.00 is in the best interests of the Receivership Estate and shall be a legal, valid and effective transfer of the Property to Vista Quercia Ranch LLC, which shall vest Vista Quercia Ranch LLC with good and indefeasible title to the Property.
3. As an agent of the Court, the Receiver is hereby authorized to sell, transfer and convey the Property to Vista Quercia Ranch LLC for \$305,000.00, in accordance with the Agreement of Sale.
4. The Receiver is hereby authorized to execute and deliver and any all documents as may be necessary to sell, transfer and convey the Property to Vista Quercia Ranch LLC in accordance with the Agreement of Sale, including but not limited to a Deed of Bargain and Sale transferring title to the Property and a Bill of Sale transferring title to all fixtures, appliances and other personal property to be included in the Sale of the Property.
5. All entities in possession of some or all of the Property are directed to surrender possession to Vista Quercia Ranch LLC upon closing of the sale or at such other time thereafter as Vista Quercia Ranch LLC may request, and all entities are directed to execute such documents and take all other actions as may be



necessary to release any lien and/or claim against the Property, if any, as such liens or claims may have been recorded or may otherwise exist.

6. Upon closing of the sale of the Property to Vista Quercia Ranch LLC, title to the Property shall transfer to Vista Quercia Ranch LLC, free and clear of all liens, including but not limited to mortgages, security interests, conditional sale or other title retention agreements, claims of governmental entities (including but not limited to claims for taxes, real estate taxes, interest and/or penalties) and any other interests that purported to give any party a right or option to effect any forfeiture, modification or termination of Vista Quercia Ranch LLC's interest in the Property (collectively, the "Interests") with all such liens and Interests released, terminated and discharged as to the Property. Upon the closing of the sale of the Property to Vista Quercia Ranch LLC, holders of all such liens and Interests against the Property shall be permanently enjoined from asserting such liens or Interests against the Property or Vista Quercia Ranch LLC, and all such liens and Interests on the Property shall attach to the proceeds of its sale with the same extent, validity, and priority as they had with respect to the Property prior to the closing.

7. The transfer of the Property shall not subject Vista Quercia Ranch LLC to any liability by reason of such transfers under the laws of the United States, any state, territory or possession thereof or the District of Columbia based, in whole or in part, directly or indirectly, on any theory of law, including, without

limitation, any theory of successor or transferee liability, and all creditors and parties-in-interest are prohibited from asserting such claims against Vista Quercia Ranch LLC.

8. Defendant, Brenda Smith, her heirs, and assigns are hereby permanently enjoined from interfering in any manner with the sale and transfer of the Property to Vista Quercia Ranch LLC.

9. Defendant, Brenda Smith, her heirs, and assigns are hereby enjoined from the date and hour of closing until the end of time from interfering in any manner with the quiet title and quiet enjoyment of the Property of Vista Quercia Ranch LLC and its successors, assigns and transferees.

10. This Order is and shall be binding upon and govern the acts of all entities including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, 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 any of the Property.

11. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments

necessary and appropriate to consummate the transactions contemplated by the Agreement of Sale, the related agreements and this Order.

12. This Court shall retain jurisdiction to interpret and enforce the provisions of the Agreement of Sale, any related agreement to which the Receiver is party, and this Order, including, without limitation, jurisdiction to (a) protect Vista Quercia Ranch LLC against any claims or other liabilities related to the transactions contemplated by the Agreement of Sale or otherwise, in accordance with the provisions of the Agreement of Sale, (b) resolve any and all objections to or disputes among the parties to the Agreement of Sale and (c) compel delivery of the Property to Vista Quercia Ranch LLC.

13. This Order shall be effective immediately upon entry of same and the fourteen (14) day stay as provided for in Fed. R. Civ. P. 62 shall be, and hereby is, waived without further notice.

14. The reversal or modification on appeal of this Order shall not affect the validity of the sale of the Property to Vista Quercia Ranch LLC, whether or not Vista Quercia Ranch LLC is aware of the pendency of the appeal, unless the sale of the Property is stayed pending appeal.

**BY THE COURT:**

---

HONORABLE MADELINE COX ARLEO  
UNITED STATES DISTRICT JUDGE

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

---

**SECURITIES AND EXCHANGE  
COMMISSION,**

**Plaintiff,**

**v.**

**BRENDA SMITH, BROAD  
REACH CAPITAL, BROAD  
REACH PARTNERS, LLC, and  
BRISTOL ADVISORS, LLC, et  
al,**

**Defendants.**

---

**C. A. No. 2:19-cv-17213 (MCA)**

I hereby certify, this 12<sup>th</sup> day of November, 2021, that I caused to be served a true and correct copy of the Notice of Motion of Receiver, Kevin D. Kent, Esquire, Regarding the Confirmation and Advertisement of the Sale of Receivership Real Property in Louisiana Owned by Brenda Smith, and all documents in support thereof upon Plaintiff, Securities and Exchange Commission, through counsel of record by electronic filing pursuant to Fed.R.Civ.P. 5(b), and upon Defendant, Brenda A. Smith, on behalf of all defendants, via first-class mail, postage prepaid, as follows:

Brenda A. Smith  
Permanent ID 2019-339640  
CCIS# 07-571432  
U.S. Marshalls Number 72832-050  
Essex County Correctional Facility  
354 Doremus Avenue  
Newark, NJ 07105

*s/ Robin S. Weiss*  
Robin S. Weiss, Esq.  
*Attorney for Receiver, Kevin D. Kent,*  
*Esq.*