

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

**SECURITIES AND EXCHANGE
COMMISSION,**

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

Plaintiff,

v.

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

:
:
:
:
:
:
:
:
:

Defendants.

**NOTICE OF SUBMISSION OF TIMELY AND QUALIFYING
COMPETING BIDS ON RECEIVERSHIP REAL PROPERTY IN
LOUISIANA OWNED BY BRENDA SMITH**

PLEASE TAKE NOTICE that, pursuant to this Court’s 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 (ECF No. 145) (“the Order”), the Receiver hereby files this notice of the submission of two (2) timely and qualifying competing bids on Receivership Real Property Owned by Brenda Smith.

On November 12, 2021, the Receiver filed a Motion Regarding the Confirmation and Advertisement of the Sale of Receivership Real Property in Louisiana Owned by Brenda Smith (ECF No. 136) (“the Motion”), regarding the

proposed \$305,000.00 cash 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. 5615303 and 6157491) (the “Property” or the “Smith Property”) to Vista Quercia Ranch LLC (“the Proposed Sale”). A Confirmation Hearing regarding the Proposed Sale has been scheduled for January 6, 2022, and closing of the Proposed Sale is currently scheduled for January 14, 2022.

In accordance with the Order, and in compliance with the requirements 28 U.S.C. § 2001, the Receiver published a Notice of Sale in three newspapers of general circulation: The Hammond Star on December 16, 2021, the Advocate, Baton Rouge on December 14, 2021, and The Times-Picayune | The New Orleans Advocate on December 14, 2021. The Receiver filed a Notice of Publication with this Court on December 27, 2021. (ECF No. 152).

As a result of the Receiver’s publication of the Notice of Sale, on December 30, 2021, the Receiver received a timely, qualifying competing bid for the Property from Mark Perrilloux, in the form of a bona fide cash offer subject to no contingencies, in the amount of \$351,000.00 (“the First Bid”). A copy of the First Bid is attached hereto as Exhibit “A”. On December 31, 2021, the Receiver thereafter received another timely, qualifying competing bid for the Property from Nicholas Muscarello, in the form of a bona fide cash offer subject to no

contingencies, also in the amount of \$351,000.00 (“the Second Bid”).¹ A copy of the Second Bid is attached hereto as Exhibit “B” (hereinafter, collectively “the Bids”). The Receiver has not received any other competing bids for the Property as of the date of this filing.

The proposed Act of Sale date for the First Bid is January 14, 2022, while the proposed Act of Sale date for the Second Bid is January 21, 2022. Aside from the proposed closing dates which are one (1) week apart, the Bids contain nearly identical terms. *Compare* Exhibits “A” and “B”. Both offers expire on January 11, 2022 at 5:00 p.m.

28 U.S.C. Section 2001 provides, in relevant part, as follows:

After a hearing, of which notice to all interested parties shall be given by publication or otherwise as the court directs, the court may order the sale of such realty or interest or any part thereof at private sale for cash or other consideration and upon such terms and conditions as the court approves, if it finds that the best interests of the estate will be conserved thereby. Before confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property or different groups of three appraisers each to appraise properties of different classes or situated in different localities. No private sale shall be confirmed at a price less than two-thirds of the appraised value. Before confirmation of any private sale, the terms thereof shall be published in such newspaper or newspapers of general circulation as the court directs at least ten days before confirmation. **The private sale shall not be confirmed if a bona fide offer is made, under conditions prescribed by the court, which guarantees at least a 10 per centum increase over the price offered in the private sale.**

¹ Nicholas Muscarello also signed the original Louisiana Residential Agreement to Buy or Sell for the Proposed Sale on behalf of Vista Quercia Ranch LLC.

28 U.S.C. § 2001 (b) (emphasis added). Given that two (2) bona fide offers have been made, under conditions prescribed by the Court, which guarantee at least a ten percent (10%) increase over the price offered in the Proposed Sale,² the Proposed Sale of the Property to Vista Quercia Ranch LLC cannot be confirmed.

Instead, and given that no objections to the Proposed Sale have been filed, the Receiver respectfully requests that, at or following the Confirmation Hearing, the Court permit the Receiver to accept one of the Bids presented and confirm the sale to that bidder. All of the requirements of 28 U.S.C. § 2001 (b) have already been satisfied, and the sale of the Property would be in the best interest of the Receivership Estate for all the reasons set forth in the Motion (ECF No. 136). In addition to exceeding two-thirds (2/3) of the average appraised value for the Property, these Bids are \$46,000.00 higher than the sale price for the Proposed Sale. These Bids were submitted in good-faith, by arms-length Bidders who have no relationship to the Receiver or the Defendants other than as potential purchasers of the Property.³

² The Proposed Sale and the Bids would all be subject to a six percent (6%) commission owed to the Receiver's Court-approved Realtor.

³ The Receiver's Court-approved real estate broker, Godwyn & Stone Brokerage, is serving as a dual agent in connection with the Bids and any sale that may result therefrom.

If a higher cash offer with no contingencies is received prior to or during the Confirmation Hearing, the Receiver requests authority to sell the Property to the highest bidder, as it is the Receiver's position that such a sale would be in the best interest of the Receivership Estate.

In light of the receipt of the Bids and the deadline for the Receiver's response thereto, and given that the prospective buyers are in Louisiana, the Receiver respectfully maintains his request that the Confirmation Hearing be permitted to proceed as scheduled on January 6, 2022 at 10:00 a.m., but that it be conducted via video or teleconference so that all interested parties have the ability to participate.

Respectfully submitted,

Dated: 1/3/2022

s/ Robin S. Weiss
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*

EXHIBIT “A”

Godwyn & Stone Brokerage Listing Firm joel piccolo 995697714 Seller's Designated Agent Name & License Number Brokerage Name & License Number 5042518341 5042518341 Phone Number Office Fax joelpiccolo54@gmail.com Email Address _____ Delivered by Designated Agent to Day Date Time AM/PM Comments _____ Received by Designated Agent Day Date Time AM/PM	<input checked="" type="checkbox"/> Dual Agent Godwyn & Stone Brokerage Selling Firm Joel Picolo 995697714 Buyer's Designated Agent Name & License Number Godwyn & Stone 995703091 Brokerage Name & License Number 5042518341 Phone Number Office Fax joelpiccolo54@gmail.com Email Address _____ Day Date Time AM/PM _____ Day Date Time AM/PM
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LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: 12/30/2021

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



Page 1 of 9

SELLER'S Initials





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 fifty-one thousand
35 _____ Dollars (\$351,000.00) (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  _____
12/30/21
10:29 AM CST
dotloop verified

Page 2 of 9 SELLER'S Initials _____



17091 Hwy 1064 , Tickfaw, LA 70466

12/30/2021

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.

86
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.

96
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.

106
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 \$ [] Certified Funds \$
112 [X] Check \$3,000.00 [] 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.

Mark Poirillon
BUYER
BUYER

SELLER
SELLER

BUYER'S Initials

MP []
12/30/21 10:29 AM CST
dotloop verified

SELLER'S Initials

[] []



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

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

- 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


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

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

- 158 A new home construction addendum, with additional terms and conditions, is attached.
- 159 There is no new home construction addendum.
160

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

BUYER'S Initials 

SELLER'S Initials 



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.

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.

211 There is NO private septic/treatment system(s) servicing only the primary residence.

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


12/30/21
10:29 AM CST
dotloop verified

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SELLER'S Initials





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

12/30/2021

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 
12/30/21
10:29 AM CST
dotloop verified

SELLER'S Initials



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  
12/30/21
10:29 AM CST
dotloop verified

SELLER'S Initials  



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 
12/30/21 10:29 AM CST dotloop verified

Page 8 of 9 SELLER'S Initials



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 01/11/2022 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 Mark Perrilloux dotloop verified
12/30/21 10:29 AM CST
PO4D-DWAN-EUQH-RROG

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

388 Mark Perrilloux

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

390 Via Email

385 X _____

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

388 _____

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

391 This offer was presented to the Seller Buyer by 12/30/2021 11:00 Day/ Date/ Time AM PM NOON

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

394 X _____

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

397 _____

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

399 _____

394 X _____

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

397 _____

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

399 _____

This offer was presented to the Seller Buyer by _____ Day/ Date/ Time AM PM NOON



EXHIBIT “B”

Godwyn & Stone Brokerage Listing Firm			Godwyn & Stone Brokerage Selling Firm					
joel piccolo 995697714 Seller's Designated Agent Name & License Number			<input checked="" type="checkbox"/> Dual Agent			Joel Picolo 995697714 Buyer's Designated Agent Name & License Number		
Brokerage Name & License Number			Godwyn & Stone 995703091 Brokerage Name & License Number					
5042518341	5042518341		5042518341					
Phone Number	Office	Fax	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		

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

Date: 12/31/2021

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

MM

12/31/21 12:43 PM CST dotloop verified

SELLER'S Initials



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 fifty-one thousand
35 _____ Dollars (\$351,000.00) (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 01/21/2022, 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
- 63 Adjustable Rate Mortgage
- 64 Rural Development
- 65 VA Guaranteed Mortgage
- 66 Other _____
- FHA Insured Mortgage
- Owner Financing
- Bond Financing
- Conventional Mortgage

67
68 The BUYER agrees to pay discount points not to exceed 0 % of the loan amount.
69 Other financing conditions: N/A
70 N/A
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  _____
12/31/21 12:43 PM CST dotloop verified

Page 2 of 9 SELLER'S Initials _____



17091 Hwy 1064 , Tickfaw, LA 70466

12/31/2021

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.

86
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.

96
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.

106
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
113 [] Certified Funds \$
114 [] Electronic Transfer (EFT) \$

115 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

SELLER
SELLER

BUYER'S Initials

MM
12/31/21
dotloop verified

SELLER'S Initials



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

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

- 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

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

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

- 158 A new home construction addendum, with additional terms and conditions, is attached.
- 159 There is no new home construction addendum.
- 160

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

BUYER'S Initials 

SELLER'S Initials

12/31/21
12:43 PM CST
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.

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.

211 There is NO private septic/treatment system(s) servicing only the primary residence.

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

MM

Page 5 of 9

SELLER'S Initials



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

12/31/2021

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 
12/31/21 12:43 PM CST dotloop verified

SELLER'S Initials



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.

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SELLER'S Initials



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 
12/31/21 12:43 PM CST dotloop verified

SELLER'S Initials



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 01/11/2022 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
12/31/21 12:43 PM CST
ZLG2-GJZC-HOCC-SBIZ

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

388 Nicholas Muscarello

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

390 Via Email

X _____

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

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

391 This offer was presented to the Seller Buyer by 12/31/2021 11:00 Day/ Date/ Time AM PM NOON

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

394 X _____

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

397 _____

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

399 _____

X _____

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

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

This offer was presented to the Seller Buyer by _____ Day/ Date/ Time AM PM NOON



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

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

I hereby certify, this 3rd day of January, 2022, that I caused to be served a true and correct copy of the Notice of Submission of Timely and Qualifying Competing Bids on 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

This filing was also served upon the following interested parties by electronic mail:

Vista Quercia Ranch LLC
c/o Joel Picolo
Godwyn & Stone Brokerage
1912 Clearview Pkwy, Suite 200
Metairie, LA 70001-2439
joelpicolo54@gmail.com

Nicholas Muscarello
c/o Joel Picolo
Godwyn & Stone Brokerage
1912 Clearview Pkwy, Suite 200
Metairie, LA 70001-2439
joelpicolo54@gmail.com

Mark Perrilloux
c/o Joel Picolo
Godwyn & Stone Brokerage
1912 Clearview Pkwy, Suite 200
Metairie, LA 70001-2439
joelpicolo54@gmail.com

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