

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

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

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

Defendants.

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

Motion Day: Aug. 21, 2023

**NOTICE OF MOTION OF RECEIVER, KEVIN DOOLEY KENT, TO LIFT
STAY TO PERMIT B1BANK TO INITIATE MORTGAGE
FORECLOSURE PROCEEDINGS AND PROCEED WITH THE
PUBLIC SALE OF REAL PROPERTY OWNED
BY BD OF LOUISIANA, LLC**

PLEASE TAKE NOTICE that the undersigned, on behalf of the Receiver, Kevin Dooley Kent, will move before the Honorable Madeline Cox Arleo, U.S.D.J., 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, on August 21, 2023, or as soon thereafter as the Court permits, at a date and time to be determined by the Court, for a limited lifting of the litigation stay

previously entered in this matter to permit b1BANK to initiate mortgage foreclosure proceedings against Receivership Party BD of Louisiana, LLC.

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 FURHTER NOTICE that b1BANK does not oppose this motion.

PLEASE TAKE FURTHER NOTICE that Counsel for the Securities and Exchange Commission has advised that they do not oppose this motion.

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

Respectfully submitted,

Dated: 7/18/2023

s/ Robin S. Weiss
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*Attorneys for Receiver, Kevin Dooley
Kent*

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**MEMORNDUM OF LAW IN SUPPORT OF MOTION OF RECEIVER,
KEVIN DOOLEY KENT, TO LIFT STAY TO PERMIT B1BANK TO
INITIATE MORTGAGE FORECLOSURE PROCEEDINGS AND
PROCEED WITH THE PUBLIC SALE OF REAL PROPERTY
OWNED BY BD OF LOUISIANA, LLC**

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Dated: 7/18/2023

Pursuant to the Court's Order Appointing Receiver dated June 29, 2020 ("Receivership Order"), Kevin Dooley Kent ("Receiver") hereby moves this Court for a limited lifting of the litigation stay to enable b1BANK to initiate mortgage foreclosure proceedings and proceed with the sale of real property owned by Receivership Party BD of Louisiana, LLC through an executory process. In support of this Motion, the Receiver states as follows.

I. STATEMENT OF FACTS

A. The BD of Louisiana Property

Pursuant to the Receivership Order, the Receivership Assets include "certain real property at David[sic] Road and Adams Road, Parish of Tangipahoa, Louisiana." Receivership Order, ¶ 2. (ECF No. 22). The Receiver has identified this property as consisting of two adjacent parcels owned by Receivership Party BD of Louisiana, LLC (identified as BD of Louisiana LLC in Tangipahoa Parish property records), as follows: Assessment No. 3418405, Davis Road; Assessment No. 4104900, Adams Road. These parcels are hereinafter collectively referred to as the "BD of Louisiana Property" or "the Property."

The BD of Louisiana Property consists of approximately 104 acres of wooded, undeveloped land. According to an evaluation performed by the United States Army Corps of Engineers in 2012, approximately 55 of those acres were identified as jurisdictional wetlands.

B. Administrative Expenses Associated with the BD of Louisiana Property

Shortly after his appointment, the Receiver learned that the BD of Louisiana Property was sold at a tax sale for 2019 tax delinquencies. The Receiver made the payments necessary to redeem the Property, and thereafter paid property taxes for 2020, 2021 and 2022 out of the Receivership Account. The Receiver has also had to make payments to maintain liability insurance on the Property, in order to protect the interests of the Receivership Estate.

C. Efforts to Sell the BD of Louisiana Property

The Receiver attempted to sell the BD of Louisiana Property for over two (2) years. On December 2, 2020, the Receiver filed a Motion for Appointment of Real Property Appraisers and Approval to Retain Realtor (ECF No. 45), so he could list and market the Property for private sale pursuant to 28 U.S.C. § 2001, which provides, *inter alia*, that “[b]efore confirmation of any private sale, the court shall appoint three disinterested persons to appraise such property . . . [and that] [n]o private sale shall be confirmed at a price less than two-thirds of the appraised value.” 28 U.S.C. § 2001 (b).

The Court approved the Receiver’s Motion for Appointment of Real Property Appraisers and Approval to Retain Realtor on April 5, 2021 (ECF No. 71), enabling the Receiver to employ Godwyn & Stone Brokerage to assist with the marketing and sale of the Property. However, two of the appointed appraisers

advised that they were unable and unwilling to appraise the Property, despite having previously agreeing to accept the assignment. Accordingly, the Receiver located replacement appraisers, and filed a Motion to Appoint Replacement Appraisers on July 19, 2021. (ECF No. 106). That Motion was granted on August 20, 2021. (ECF No. 114).

After the three appraisals were completed, the Receiver listed the BD of Louisiana Property for sale for \$899,500.00 on or about August 26, 2021. Unfortunately, despite aggressive marketing efforts and numerous price reductions, including a final price reduction to \$495,000.00 on August 25, 2022, the Receiver was unable to secure a private buyer for the BD of Louisiana Property.¹

D. The Mortgage

The BD of Louisiana Property is subject to a mortgage with b1BANK, which secures an April 11, 2017 promissory note executed by BD of Louisiana, LLC in favor of Business First Bank (now b1BANK) for the principal sum of \$478,279.10 (“the Note”). A copy of the Note is attached hereto as Exhibit “A.” The Note matured on or about June 25, 2019, with a principal balance of

¹ The uncertainties associated with the presence of the wetlands and the age of the wetlands evaluation significantly hindered the Receiver’s ability to secure a willing buyer. Market conditions also affected the Receiver’s ability to sell the Property for a sufficient amount.

\$344,975.14. A copy of the bank's August 16, 2019 demand letter to BD of Louisiana is attached hereto as Exhibit "B."

While the note features an interest rate of 6.5% ("note rate"), it also provides for a default interest rate of 21% ("default rate"). *See* Ex. "A." Although b1BANK initially indicated they would be charging the default rate, they thereafter expressed a willingness to accept the note rate provided the Receiver continued to attempt to market and sell the Property and kept b1BANK apprised of his efforts.

As of December 29, 2021, i.e. while the Receiver was still attempting to secure a private buyer, counsel for b1BANK advised that the balance owed through the end of December 2021, with the note rate of 6.5%, was \$413,480.00, broken down as follows: Principal: \$344,975.14; Interest: \$59,170.40; Late Fees: \$1,334.46; Attorney's Fees: \$8,000.00.² Applying the note rate, the Receiver estimates that the balance due as of July 1, 2023 was \$447,552.63, with interest continuing to accrue at a rate of \$62.29 per day.

E. Negotiations with B1BANK

As the unlikelihood of selling the Property through a private sale for the statutory minimum and for an amount sufficient to cover the mortgage balance

² By contrast, B1BANK advised that as of that time, with the default rate applied, the balance owed was well over \$500,000.00.

crystalized,³ the Receiver began exploring his options for a public sale pursuant to 28 U.S.C. § 2001, which provides, *inter alia*:

Any realty or interest therein sold under any order or decree of any court of the United States shall be sold as a whole or in separate parcels at public sale at the courthouse of the county, parish, or city in which the greater part of the property is located, or upon the premises or some parcel thereof located therein, as the court directs. Such sale shall be upon such terms and conditions as the court directs.

Property in the possession of a receiver or receivers appointed by one or more district courts shall be sold at public sale in the district wherein any such receiver was first appointed, at the courthouse of the county, parish, or city situated therein in which the greater part of the property in such district is located, or on the premises or some parcel thereof located in such county, parish, or city, as such court directs, unless the court orders the sale of the property or one or more parcels thereof in one or more ancillary districts.

28 U.S.C. § 2001 (a). Such a sale would also require the Receiver's compliance with the notice provisions set forth at 28 U.S.C. § 2002.

The Receiver contacted counsel for b1BANK in an effort to agree upon terms for the public sale of the Property, particularly in an effort to ensure that if the Property sold for less than the balance owed on the mortgage, the Receivership Estate would not be liable to b1BANK for the difference. In response, Counsel for b1BANK suggested that the stay instead be lifted by a joint or consent request, so b1BANK could pursue executory (foreclosure) proceedings in Louisiana state

³ The statutory minimum pursuant to 28 U.S.C. § 2001, i.e. 2/3 of the appraised value, is \$408,000.00, which is less than the balance on the mortgage.

court and pursue a Sheriff's Sale in connection therewith, i.e. a sale process with which b1BANK is familiar and comfortable.

The Receiver agreed with B1BANK's proposal, and the parties' agreement is memorialized in the Creditor Agreement attached hereto as Exhibit "C." The basic terms of the Agreement are as follows:

- The Receiver was to file a motion in this action to lift the stay for the limited purpose of allowing b1BANK to proceed with an executory process (e.g., foreclosure) proceeding in Louisiana state court—specifically, the 21st Judicial District Court for the Parish of Tangipahoa.
- Following Louisiana's requirements for executory process proceedings, b1BANK will remit payment of all fees, deposits, and commissions in connection with the foreclosure proceedings.
- B1BANK will have the discretion to determine whether to pursue a Sheriff's sale with or without appraisal and will complete all necessary requirements if it decides to pursue an appraisal.
- B1BANK will credit bid up to a maximum bid of \$450,000.00, such that any third party who bids more than \$450,000.00 will be allowed to purchase the Property.
- If no competing bids are received, b1BANK may choose to defer the Sheriff's sale to a second sale as provided by Louisiana law, provided that the same bidding limitations and requirements will apply.
- If a third party purchases the Property at the Sheriff's sale for not less than \$450,000.00, the net sale proceeds (after deduction of the Sheriff's commission, any outstanding property taxes, costs, and superior liens and encumbrances) will be allocated as follows:
 - \$395,000 to b1BANK;
 - Any sums over \$395,000 to the Receiver

- If b1BANK is the successful bidder at the Sheriff's sale and takes title to the property, it will use its commercially reasonable best efforts to sell the Property on the private market for not less than \$415,000. B1BANK will, at its sole discretion, select and engage a realtor and determine the listing price and terms and conditions of any sale.
- If a private purchase agreement is executed within six (6) months after b1BANK receives title, b1BANK will allocate the net sale proceeds (after reimbursement of the Sheriff's commission and costs, insurance and property taxes paid in the interim) in the same manner as with a Sheriff's sale, e.g., \$395,000 to b1BANK and the excess to the Receiver. Further, if the property is subject to any IRS lien, the six month period referenced herein will not begin until the IRS' right of redemption has expired.
- If, despite its commercially reasonable best efforts, b1BANK is unable to sell the property within 6 months after it receives title, it will no longer be obligated to share net proceeds with the Receiver.
- In no event will b1BANK pursue recovery of any deficiency amount from BD of Louisiana, the Receivership Estate, the Receiver, or Brenda Smith, and b1BANK waives any and all rights to recover from them any remaining balance owed under the Promissory Note after the sale of the Property.

It is the Receiver's position that this arrangement is in the best interests of the Receivership Estate for various reasons, as explained in further detail below.

II. ARGUMENT

Pursuant to the Receivership Order, this Court has exclusive jurisdiction and possession of the Receivership Assets, including the BD of Louisiana Property.

Receivership Order, pp. 1-2; ¶¶ 1-3. Pursuant to the Receivership Order, the Receiver, Kevin Dooley Kent, was granted authority to use reasonable efforts to determine the nature, location and value of all property interests of the

Receivership Parties, including real property, and to take custody, control and possession, and manage, control, operate and maintain all Receivership Assets. *Id.*, ¶¶ 5, 11 (A-C). However, “[w]ithout further Order of this Court, the Receiver may not liquidate or otherwise dispose of Receivership Assets, including real estate, other than in the ordinary course of business or in the Receiver’s judgment the asset is of *de minimus* value and/or the costs associated with maintaining the asset is likely to exceed its value.” *Id.*, ¶ 45.

Additionally, the Receivership Order imposes a stay on “all civil legal proceedings of any nature . . . involving (a) the Receiver, in his capacity as Receiver; (b) any Receivership Assets, wherever located; [or] (c) any of the Receivership Parties, including subsidiaries and partnerships. . . . Receivership Order, ¶ 38. However, subject to the requirement that leave of Court is required in order to commence or resume litigation, the Receivership Order provides that “the Receiver is authorized, empowered and directed to investigate, prosecute, defend, intervene in or otherwise participate in, compromise, and/or adjust actions in any state, federal or foreign court or proceeding of any kind as may [be] in his discretion, and in consultation with SEC counsel, be advisable or proper to recover, conserve and/or maximize Receivership Assets.” *Id.*, ¶ 50.

The Receivership Order also provides that “[t]he Receiver may seek further Orders of this Court regarding standing powers of the Receiver, operations of

Receivership Parties, and administration of Receivership Assets as may be deemed necessary to conserve the Receivership Assets, secure the best interests of creditors, investors, and other stakeholders of the Receivership Parties, and protect the interests of the Receiver.” *Id.*, ¶ 14. Further, any person may seek modification or relief from the litigation stay imposed by the Receivership Order, so long as proper notice is given to the Receiver and counsel for the Securities and Exchange Commission. *Id.*, ¶ 42.

The Receiver respectfully submits that a lifting of the stay to enable b1BANK to initiate executory (i.e. foreclosure) proceedings and proceed with a public Sheriff’s Sale of the BD of Louisiana Property is in the best interest of the Receivership Estate for several reasons. First, the Receiver has already exhausted his efforts to privately sell the BD of Louisiana Property for the benefit of the Receivership Estate, and has been unable to secure a buyer willing and able to pay an amount sufficient to satisfy the requirements of 28 U.S.C. § 2001(b), and relatedly, an amount which will result in any financial benefit to the Receivership Estate given the mortgage balance. The nature, location and condition of the Property limit its marketability, and given the downturn of the real estate market and recent increase in interest rates, the Receiver and his real estate broker no longer believe that a private sale is a feasible option for the Receivership Estate.

Second, if the Receiver has to proceed with a public sale pursuant to § 2001 (a), the Receivership Estate will be forced to incur upfront costs in connection with the notice requirements and time and fees associated with a public sale, and run the risk of selling the Property for less than the mortgage balance. Third, the BD of Louisiana Property serves no beneficial purpose for the Receivership Estate, and the longer the Estate holds the Property, the higher the administrative costs in the form of additional taxes and insurance premiums, all while b1Bank's superior lien securing the indebtedness continues to increase in value with each passing day.

The Receiver believes that allowing b1BANK to proceed in the manner proposed will allow the Receivership Estate to dispose of the Property as efficiently and inexpensively as possible, provide for at least the possibility of some payment to the Receivership Estate, and eliminate the risk that the Receivership Estate could owe additional money to b1BANK if the Property ultimately sells for less than the balance on the mortgage. More specifically, allowing b1BANK to proceed with a public auction of the Property through a Louisiana executory process Sheriff's Sale will ensure the sale of the Property (even if only to b1BANK through a credit bid). Further, b1BANK has agreed to remit excess sale proceeds (over an agreed upon amount of \$395,000.00, which is over \$50,000.00 less than the full indebtedness currently owed to b1BANK) to the Receivership Estate in the event a third party purchases the Property either at the

Sheriff's Sale or within six months of b1BANK's purchase of the Property through a credit bid. Utilizing the Louisiana Sheriff's Sale mechanism will improve the likelihood of a third-party purchase, as the pool of potential buyers in Louisiana are familiar and comfortable with the process. Further, even if b1BANK purchases the Property through a credit bid and is unable to sell it within six months, so that the Estate will no longer have an opportunity to recover net sale proceeds, the Receivership Estate will at least be relieved of the burden of carrying costs and the expense of managing and marketing the Property, and relieved of its obligations under the mortgage. For all these reasons, proceeding in the matter proposed in Exhibit "C" is in the best interests of the Receivership Estate and will conserve Receivership Assets and resources.

Counsel for the Securities and Exchange Commission has advised that they do not oppose this Motion. Further, b1BANK does not oppose this Motion.

III. CONCLUSION

In light of all the foregoing, it is respectfully requested that the Court lift the stay to enable b1BANK to initiate mortgage foreclosure proceedings and proceed with the public Sheriff's sale of the BD of Louisiana Property, and that an order be entered in the form proposed.

Respectfully Submitted,

Date: 7/18/2023

s/ Robin S. Weiss
Robin S. Weiss, Esq.

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*Attorneys for Receiver,
Kevin Dooley Kent*

EXHIBIT “A”



00000009010439318095504112017026-21115570CL

91010439318

PROMISSORY NOTE

Borrower: BD of Louisiana, L.L.C. (TIN: 26-2111557)
1001 Conshohocken State Road, Suite 200
Conshohocken, PA 19428

Lender: Business First Bank
Corporate Overhead
500 Laurel Street
Suite 100
Baton Rouge, LA 70801

Principal Amount: \$478,279.10**Date of Note: April 11, 2017**

PROMISE TO PAY. BD of Louisiana, L.L.C. ("Borrower") promises to pay to the order of Business First Bank ("Lender"), in lawful money of the United States of America the sum of Four Hundred Seventy-eight Thousand Two Hundred Seventy-nine & 10/100 Dollars (U.S. \$478,279.10), together with simple interest assessed on the unpaid principal balance of this Note as outstanding from time to time, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 6.500% per annum based on a year of 360 days, commencing on March 25, 2017, and continuing until this Note is paid in full.

PAYMENT. Borrower will pay this loan in 23 regular payments of \$7,417.23 each and one irregular last payment estimated at \$363,195.35. Borrower's first payment is due April 25, 2017, and all subsequent payments are due on the same day of each month after that. Borrower's final payment due on March 25, 2019, may be greater if Borrower does not make payments as scheduled. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Other than Borrower's obligation to pay any prepayment penalty, Borrower may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If Borrower prepays this Note in full, or if Lender accelerates payment, Borrower understands that, unless otherwise required by law, any prepaid fees or charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Business First Bank, 500 Laurel Street, Suite 100 Baton Rouge, LA 70801.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 10.000% of the unpaid portion of the regularly scheduled payment with a maximum of \$500.00. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

INTEREST AFTER DEFAULT. If Lender declares this Note to be in default, Lender has the right prospectively to adjust and fix the simple interest rate under this Note until this Note is paid in full, as follows: (A) If the original principal amount of this Note is \$250,000 or less, the fixed default interest rate shall be equal to eighteen (18%) percent per annum based on a year of 360 days, or three (3%) percent per annum in excess of the interest rate under this Note, whichever is greater. (B) If the original principal amount of this Note is more than \$250,000, the fixed default interest rate shall be equal to twenty-one (21%) percent per annum based on a year of 360 days, or three (3%) percent per annum in excess of the interest rate under this Note at the time of default, whichever is greater.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Default Under Security Agreements. Should Borrower or any guarantor violate, or fail to comply fully with any of the terms and conditions of, or default under any security right, instrument, document, or agreement directly or indirectly securing repayment of this Note.

Other Defaults in Favor of Lender. Should Borrower or any guarantor of this Note default under any other loan, extension of credit, security right, instrument, document, or agreement, or obligation in favor of Lender.

Default in Favor of Third Parties. Should Borrower or any guarantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may affect any property or other collateral directly or indirectly securing repayment of this Note.

Insolvency. Should the suspension, failure or insolvency, however evidenced, of Borrower or any Guarantor of this Note occur or exist.

Death or Interdiction. Should any guarantor of this Note die or be interdicted.

Readjustment of Indebtedness. Should proceedings for readjustment of indebtedness, reorganization, bankruptcy, composition or extension under any insolvency law be brought by or against Borrower or any guarantor.

Assignment for Benefit of Creditors. Should Borrower or any guarantor file proceedings for a respite or make a general assignment for the benefit of creditors.

Receivership. Should a receiver of all or any part of Borrower's property, or the property of any guarantor, be applied for or appointed.

Dissolution Proceedings. Proceedings for the dissolution or appointment of a liquidator of Borrower or any guarantor are commenced.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Material Adverse Change. Should any material adverse change occur in the financial condition of Borrower or any guarantor of this Note or should any material discrepancy exist between the financial statements submitted by Borrower or any guarantor and the actual financial condition of Borrower or such guarantor.

Insecurity. Lender in good faith believes itself insecure with regard to repayment of this Note.

LENDER'S RIGHTS UPON DEFAULT. Should any one or more default events occur or exist under this Note as provided above, Lender shall have the right, at Lender's sole option, to declare formally this Note to be in default and to accelerate the maturity and insist upon immediate payment in full of the unpaid principal balance then outstanding under this Note, plus accrued interest, together with reasonable attorneys' fees, costs, expenses and other fees and charges as provided herein. Lender shall have the further right, again at Lender's sole option, to declare formal default and to accelerate the maturity and to insist upon immediate payment in full of each and every other loan, extension of credit, debt, liability and/or obligation of every nature and kind that Borrower may then owe to Lender, whether direct or indirect or by way of assignment, and whether absolute or contingent, liquidated or unliquidated, voluntary or involuntary, determined or undetermined, secured or unsecured, whether Borrower is obligated alone or with others on a "solidary" or "joint and several" basis, as a principal obligor or otherwise, all without further notice or demand, unless Lender shall otherwise elect.

ATTORNEYS' FEES; EXPENSES. If Lender refers this Note to an attorney for collection, or files suit against Borrower to collect this Note, or if Borrower files for bankruptcy or other relief from creditors, Borrower agrees to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the principal balance due on the loan.

WAIVE JURY. BORROWER AND LENDER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER BORROWER OR LENDER AGAINST THE OTHER.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Louisiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Louisiana.

RETURNED ITEM CHARGE. In the event that Borrower makes any payment under this Note by check or electronic payment and Borrower's check or electronic payment is returned to Lender unpaid for any reason, Borrower agrees to pay Lender a returned item charge in an amount of \$30.00.

**PROMISSORY NOTE
(Continued)**

Loan No: 9010439318

Page 2

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that Borrower may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), and to the extent permitted by law, Borrower is granting Lender a continuing security interest in any and all funds that Borrower may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder (with the exception of IRA, pension, and other tax-deferred deposits). Borrower further agrees that, to the extent permitted by law, Lender may at any time apply any funds that Borrower may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which Borrower is an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that Borrower may then owe to Lender, in principal, interest, fees, costs, expenses, and reasonable attorneys' fees.

COLLATERAL. Borrower acknowledges this Note is secured by collateral described in separate security documents. Collateral securing other loans with Lender may also secure this Note as the result of cross-collateralization.

FINANCIAL STATEMENTS. Borrower agrees to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

FINANCIAL INFORMATION. In order to induce Lender to make the loans evidenced by this Note and otherwise to extend credit or make credit accommodations to Borrower, Borrower has provided to Lender, and will continue to provide to Lender from time to time, financial statements and related financial information pertaining to Borrower and/or the collateral for this Note (including without limitation balance sheets, income statements, tax returns, operating statements, rent rolls, liquidity reports, account statements and other financial information). Borrower acknowledges that Lender has relied on such financial information in making the loans evidenced by this Note and will continue to rely on all financial information heretofore or hereafter provided by Borrower in making future decisions with respect to additional credit accommodations to be made available to Borrower (including without limitation decisions with respect to (i) future loan requests, (ii) future renewals and extensions of this Note, (iii) possible future interest rate changes, (iv) possible waivers of default and/or forbearances, and (v) possible releases of collateral, guarantors or co-obligors.) With respect to all financial information that has been or may hereafter be provided to Lender by Borrower or by others acting on Borrower's behalf, Borrower hereby represents, warrants and certifies that such financial information is and will be true, correct and complete in all respects. Borrower agrees to notify Lender immediately and in writing of any material adverse change in: (a) any of such financial information; (b) the financial condition of Borrower; or (c) the ability of Borrower to perform its obligations to Lender. In the absence of any notice in writing, all financial information heretofore or hereafter provided to Lender by or on behalf of Borrower shall be considered as a continuing statement and substantially correct at all times while Borrower is obligated to Lender.

NO CHANGE IN MANAGEMENT. Borrower covenants and agrees with Lender that Borrower shall not, without the prior written consent of Lender make or allow any changes in its present executive and management personnel, whether voluntary or involuntary, and whether by death, disability or otherwise.

WAIVERS. Borrower and each guarantor of this Note hereby waive demand, presentment for payment, protest, notice of protest and notice of nonpayment, and all pleas of division and discussion, and severally agree that their obligations and liabilities to Lender hereunder shall be on a "solidary" or "joint and several" basis. Borrower and each guarantor further severally agree that discharge or release of any party who is or may be liable to Lender for the indebtedness represented hereby, or the release of any collateral directly or indirectly securing repayment hereof, shall not have the effect of releasing any other party or parties, who shall remain liable to Lender, or of releasing any other collateral that is not expressly released by Lender. Borrower and each guarantor additionally agree that Lender's acceptance of payment other than in accordance with the terms of this Note, or Lender's subsequent agreement to extend or modify such repayment terms, or Lender's failure or delay in exercising any rights or remedies granted to Lender, shall likewise not have the effect of releasing Borrower or any other party or parties from their respective obligations to Lender, or of releasing any collateral that directly or indirectly secures repayment hereof. In addition, any failure or delay on the part of Lender to exercise any of the rights and remedies granted to Lender shall not have the effect of waiving any of Lender's rights and remedies. Any partial exercise of any rights and/or remedies granted to Lender shall furthermore not be construed as a waiver of any other rights and remedies; it being Borrower's intent and agreement that Lender's rights and remedies shall be cumulative in nature. Borrower and each guarantor further agree that, should any default event occur or exist under this Note, any waiver or forbearance on the part of Lender to pursue the rights and remedies available to Lender, shall be binding upon Lender only to the extent that Lender's specifically agrees to any such waiver or forbearance in writing. A waiver or forbearance on the part of Lender as to one default event shall not be construed as a waiver or forbearance as to any other default. Borrower and each guarantor of this Note further agree that any late charges provided for under this Note will not be charges for deferral of time for payment and will not and are not intended to compensate Lender's for a grace or cure period, and no such deferral, grace or cure period has or will be granted to Borrower in return for the imposition of any late charge. Borrower recognizes that Borrower's failure to make timely payment of amounts due under this Note will result in damages to Lender, including but not limited to Lender's loss of the use of amounts due, and Borrower agrees that any late charges imposed by Lender hereunder will represent reasonable compensation to Lender for such damages. Failure to pay in full any installment or payment timely when due under this Note, whether or not a late charge is assessed, will remain and shall constitute an Event of Default hereunder.

SUCCESSORS AND ASSIGNS LIABLE. Borrower's and each guarantor's obligations and agreements under this Note shall be binding upon Borrower's and each guarantor's respective successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Lender under this Note shall inure to the benefit of Lender's successors and assigns, as well as to any subsequent holder or holders of this Note.

CAPTION HEADINGS. Caption headings in this Note are for convenience purposes only and are not to be used to interpret or define the provisions of this Note.

SEVERABILITY. If any provision of this Note is held to be invalid, illegal or unenforceable by any court, that provision shall be deleted from this Note and the balance of this Note shall be interpreted as if the deleted provision never existed.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's successors, heirs, legatees, devisees, administrators, executors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

NOTIFY US OF INACCURATE INFORMATION WE REPORT TO CONSUMER REPORTING AGENCIES. Borrower may notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. Borrower's written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: Business First Bank 500 Laurel Street, Suite 100 Baton Rouge, LA 70801.

APPLICABLE LENDING LAW. To the extent not preempted by federal law, this business or commercial loan is being made under the terms and provisions of La. R.S. 9:3509, et seq.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

BD OF LOUISIANA, L.L.C.

By: 
Brenda Ann Smith, Member of BD of Louisiana,
L.L.C.

EXHIBIT “B”



LONG LAW FIRM
BATON ROUGE • WASHINGTON, DC

August 16, 2019

CERTIFIED MAIL

RETURN RECEIPT REQUESTED:

70190140000037508535

BD of Louisiana, LLC
Attn: Brenda Ann Smith
200 Four Falls Corp. Ctr, Suite 211
West Conshohocken, PA 19428

**Re: Note/Loan Number 9010439318
Business First Bank (American Gateway Bank) – BD of Louisiana,
L.L.C and Brenda Ann Smith
Our File No. 1078-054**

Dear Ms. Smith:

The above-referenced loan has been referred to this law firm for collection. A promissory note was executed by BD of Louisiana, LLC in favor of Business First Bank on or about April 11, 2017, for the principal sum of \$478,279.10 (“Note”). The Note is secured by a Collateral Mortgage dated March 27, 2008.

The Note matured on June 25, 2019, at which time the entire balance of principal and unpaid interest became due. Despite amicable demand, payment has not been made, and the Note is now in default. The Note also provides that, in the event of default, the Lender has the right prospectively to adjust and fix the simple interest rate under this Note at twenty-one (21%) interest per annum based on a year of 360 days.

Because the payments due on the Note have not been paid, the Note is now in default, and payment of the full principal balance plus interest is now due. The current amounts due are as follows:

Principal	\$ 344,975.14
Interest through 8/13/19	\$ 4,978.10
Late Fees	\$ 1,334.46
Additional Default Rate Interest at 21%	To be calculated
Attorney’s fees & costs	To be calculated
Total	\$ 351,287.70 (plus additional interest, fees and costs)

August 16, 2019
Page 2 of 2

Please note sums are continuing to accrue under the terms of the Note. Business First has directed me to advise you that unless this obligation is paid off in its entirety, it will institute enforcement of its rights in the courts, including foreclosure.

Please be advised the description of the obligation is for your information and your convenience only and shall not be deemed to limit, amplify or modify the terms or otherwise affect their terms or any other defaults now existing or hereafter occurring under the contract. The description herein of the specific rights of Business First will not be deemed to limit or exclude any other rights to which Business First may be or may become entitled under the contract, or under any documents securing the contract, at law, in equity or otherwise.

Any future remedies with Business First or Business First's forbearance from exercising any of their rights or remedies hereunder or under the contract will not: (i) cause a modification of the contract; (ii) establish a custom or in any manner waive the existing or any future default or event of default; (iii) operate as a waiver of any default or event of default which may exist; (iv) entitle the borrower to any other or further notice or demand whatsoever; (v) in any way modify, change, impair, affect, diminish or release any of the borrower's liability under or pursuant to the contract or any other liability it may have to Business First Bank; or (vi) waive, limit or condition Business First Bank's remedies under the contract, all of which rights and remedies are expressly reserved.

This notice is being sent to you as a courtesy only and will in no way be deemed to obligate Business First to give you or anyone else any notices of any kind in connection with the contract or otherwise. Any waiver provisions contained in the loan agreements remain in full force and effect and will not be deemed to have been waived by Business First as a result of delivery of this letter.

Unless you, within thirty (30) days of the date of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment, if any, and a copy of such verification or judgment will be mailed to you.

This is an attempt to collect a debt and any information obtained thereon will be used for that purpose.

Sincerely,

LONG LAW FIRM, L.L.P.



Sharon Starkey Whitlow

SSW/rl

EXHIBIT “C”

CREDITOR AGREEMENT

THIS AGREEMENT is entered into as of this 30th day of June 2023, by and between b1BANK (“Creditor”) and Receiver, Kevin D. Kent, the court-appointed receiver of BD of Louisiana, LLC (“Receiver”), as follows:

WHEREAS, there is pending in the United States District Court of the District of New Jersey against Brenda Smith and other parties a federal enforcement action filed by the Securities and Exchange Commission in the matter of *SEC v. Smith, et al.*, Civ. No. 2:19-cv-17213-MCA (the “Enforcement Action”);

WHEREAS, in connection with the Enforcement Action, entities associated with Brenda Smith, including BD of Louisiana, LLC, were placed into receivership (the “Receivership Parties”), and Kevin D. Kent (“Receiver”) was appointed receiver of the Receivership Parties;

WHEREAS, pursuant to the June 29, 2020 Order Appointing Receiver in the Enforcement Action (ECF No. 22) (“Receivership Order”), Receiver was appointed to assume control of, marshal, pursue, and preserve the assets of Brenda Smith and the Receivership Parties (“Receivership Estate” or “Receivership Assets”), subject to the terms and limitations set forth in the Receivership Order;

WHEREAS, pursuant to his obligation to marshal assets of the Receivership Estate, the Receiver undertook efforts to liquidate assets of the Receivership Estate, including certain immovable property consisting of approximately 105 Acres of Land located in Sections 5 and 8, Township 7 South, Range 7 East in Tangipahoa Parish, State of Louisiana, and more particularly described as follows:

A 101.49 acre tract of land located in Section 5, Township 7 South, Range 7 East, and more fully described as beginning at the southeast corner of Section 5, Township 7 South, Range 7 East; thence proceed South 89 degrees 58 minutes 47 seconds West 3318.26 feet; thence North 1329.60 feet, thence North 89 degrees 47 minutes 24 seconds East 3317.01 feet, thence South 1 degree 23 minutes 29 seconds West 326.90 feet; thence South 0 degrees 03 minutes 17 seconds East 588.69 feet; thence South 1 degree 10 minutes 00 seconds East 425.17 feet to the point of beginning.

AND

A parcel of ground containing 3.75 acres, more or less, located in Section 8, Township 7 South, Range 7 East, Parish of Tangipahoa, State of Louisiana, more particularly described as follows: to-wit: from a point 1361.52 feet South 89 degrees 58 minutes 47 seconds West from the Southeast corner of Section 5 Township 7 South Range 7 East proceed South 0 degrees 02 minutes 54 seconds East a distance of 669.01 feet thence South 89 degrees 38 minutes 49 seconds West a distance of 244.28 feet, thence North 0 degrees 01 minutes 56 seconds West 670.43 feet; thence South 89 degrees 58 minutes 47 seconds West 244.09 feet back

to the point of beginning; all in accordance with a survey by William J. Bodin, Jr., R.L.S.

(the "Property");

WHEREAS Receivership Party BD of Louisiana, LLC ("BD of LA") executed a promissory note in favor of Business First Bank on April 11, 2017, for the principal sum of \$478,279.10 (the "Promissory Note"), said Promissory Note being secured by the Pledge of a Collateral Mortgage Note executed by BD of LA on March 27, 2008 for the principal sum of \$5,000,000 (the "Mortgage Note"), said Mortgage Note being paraphed *ne varietur* to and secured by an act of Collateral Mortgage executed by BD of LA on March 27, 2008, and recorded at Book 1729, Page 367, File No. 777580 of the Clerk of Court's office for the Parish of Tangipahoa, State of Louisiana (the "Mortgage");

WHEREAS, the Promissory Note matured and has not been paid despite amicable demand;

WHEREAS, b1BANK (f/k/a Business First Bank) is the successor in interest to American Gateway Bank and the holder in due course of the Promissory Note and Collateral Mortgage Note by virtue of a certificate of Merger issued by the Office of Financial Institutions of the State of Louisiana and made effective on March 31, 2015;

WHEREAS, b1BANK and the Receiver have determined that given the nature of the Property, the current condition of the market, and carrying costs related to the Property, it is in the best interests of the Receivership Estate and b1BANK to cooperate in the sale of the Property through an executory process pursuant to the laws of the State of Louisiana;

NOW THEREFORE, b1BANK and the Receiver agree as follows:

1. Receiver and b1BANK will cooperate in the sale of the Property through a public auction pursuant to an executory process (e.g., foreclosure) proceeding to be filed by b1BANK against BD of LA in the 21st Judicial District Court for the Parish of Tangipahoa, State of Louisiana (the "Foreclosure Action"). Receiver is not required to appear for or participate in the executory process proceedings; however, should any need for Receiver's participation arise, counsel for b1BANK shall promptly notify Receiver's counsel, Robin Weiss and Andrew Gallinaro, by e-mail at rsweiss@clarkhill.com and agallinaro@clarkhill.com;
2. Receiver will submit by motion a request in the Enforcement Action for a lifting of stay for the limited purpose of allowing b1BANK to proceed with the Foreclosure Action for the public sale of the Property, which the Receiver will represent is not opposed by b1BANK;
3. Following the requirements imposed by Louisiana law on the Foreclosure Action, b1BANK will remit payment to the Clerk of Court for the Parish of Tangipahoa and the Tangipahoa Parish Sheriff's Office (the "Sheriff") of all fees, deposits and commissions necessary to institute and complete the Foreclosure Action;

4. B1BANK, at its sole discretion, will determine whether to pursue a Sheriff's sale with appraisalment or without appraisalment, and will promptly notify the Receiver of its decision, through counsel at the e-mail addresses specified above;
5. If b1BANK opts to pursue a Sheriff's sale with appraisalment, b1BANK will complete all requirements necessary for the appointment of an appraiser by the Sheriff and the conduct of the public auction as required by Louisiana law on the Foreclosure Action;
6. Receiver will execute a waiver of service of the Petition for Executory Process and a waiver of service of the writ of seizure, notice of seizure and sale, notice to appoint appraiser and other formal notice issued by the Sheriff in conjunction with the Sheriff's Sale and otherwise cooperate in the setting of the Sheriff's Sale of the Property. Notwithstanding the foregoing, b1BANK will promptly provide Receiver, through counsel at the e-mail addresses specified above, with a copy of all pleadings, orders and notices from the court and/or the Sheriff regarding the Sheriff's Sale;
7. Whether the Sheriff's sale is with or without appraisalment, b1BANK, as the seizing creditor, will credit bid up to a maximum bid of \$450,000.00, such that any third party who bids more than \$450,000.00 will be allowed to purchase the Property;
8. In the event no competing bids are received, b1BANK may choose to defer the Sheriff's sale to a second sale as provided by Louisiana law, provided that the same credit bidding limitations and requirements will apply at any subsequent Sheriff's sale;
9. In the event a third party purchases the property for not less than \$450,000, the net sale proceeds after deduction of the Sheriff's commission, outstanding property taxes (if any), court costs and superior liens and encumbrances (if any and not including any liens or encumbrances in favor of Receiver or b1BANK)(the "Net Public Sale Proceeds") will be allocated as follows:
 - a. \$395,000 to b1BANK; and
 - b. Any sums over \$395,000 to Receiver.
10. If b1BANK is the successful bidder at the Public Auction and is therefore issued title to the Property, it will use its commercially reasonable best efforts to sell the property at private sale within six (6) months of the issuance of the Sheriff's Deed for a purchase price of not less than \$415,000;
11. B1BANK, at its sole discretion, will select and engage a realtor and determine the list price and terms and conditions of the sale;
12. In the event a purchase agreement is executed prior to the end of the 6-month period described hereinabove and said purchase agreement results in the closing of a sale of the Property, the net sale proceeds (after reimbursement of the Sheriff's commission and costs related to the Foreclosure Sale as well as insurance premiums and/or property taxes paid by b1BANK after issuance of the Sheriff's Deed) will be allocated as follows:
 - a. \$395,000 to b1BANK; and
 - b. Any sums over \$395,000 to Receiver.
13. If, despite its commercially reasonable best efforts, b1BANK is unable to secure a signed purchase agreement prior to the end of the 6-month period described hereinabove, b1BANK will no longer be obligated to share net proceeds with Receiver.

14. Notwithstanding the foregoing, in the event a lien is issued by the Internal Revenue Service, thus creating a right of redemption in favor of the Internal Revenue Service subsequent to the Sheriff's Sale, then the 6-month period described herein will not begin until the Internal Revenue Service's right of redemption has expired.
15. In no event shall b1BANK pursue recovery of any deficiency amount from BD of Louisiana, LLC, the Receivership Estate, the Receiver, or Brenda Smith, and b1BANK hereby waives any and all rights to recover from BD of Louisiana, LLC, the Receivership Estate, the Receiver and Brenda Smith any remaining balance owed under the Promissory Note after the sale of the Property.
16. **Court Approval Required.** This Agreement is subject to and conditioned on receipt of an Order from the United States District Court for the District of New Jersey authorizing a limited lifting of the stay enabling b1BANK to initiate the Foreclosure Action. The Receiver shall submit a motion in the Enforcement Action seeking a lifting of the stay within twenty (20) days of the final execution of this Agreement ("the Motion"). In the event the District Court for the District of New Jersey does not authorize the lifting of the stay and sale of the Property as provided herein, the parties will cooperate in the sale of the Property through a private sale or other public sale as the parties determine appropriate, in accordance with applicable state and federal law.
17. **No Partnership.** b1BANK and Receiver are not and shall not be construed or deemed to be a partnership or joint venture of any nature or kind or for any reason as a result of this transaction or of anything contained in this Agreement. B1BANK expressly shall not act as agent for Receiver in any way hereunder. To the extent any other relationship between b1BANK and Receiver hereunder will be determined or found, despite the declarations and intent hereof, the duties and responsibilities and liabilities, each to the other, will, regardless, be controlled and determined as set forth in the terms and provisions of this Agreement.
18. **Representations.** B1BANK represents and warrants that it has the requisite authority to enter into this Agreement, and this Agreement is binding upon b1BANK, its successors and assigns. Receiver represents and warrants it has the requisite authority to enter into this Agreement, and this Agreement is binding upon Receiver, the Receivership Estate, and their successors and assigns.
19. **Liability of Parties.** To the extent not otherwise relieved of and/or released from liability hereunder, neither party shall be responsible or liable to the other for any losses or damages hereunder of any nature or kind, whether known or unknown. In furtherance thereof, each party agrees and binds itself not to make any claim or to bring any action based upon any other theories or causes of liability. Neither party makes any representations of any kind herein concerning or relating to, and shall in no manner be responsible or liable for, the value, validity, enforceability or collectability of the Promissory Note or related loan documents, the Receivership, the Enforcement Action, or the Foreclosure Action. Neither party makes any representations of any kind herein concerning or relating to the value or condition of the Property. Notwithstanding the foregoing, nothing in this Paragraph shall be construed as a waiver or release of any claims arising from any breaches of this Agreement.
20. **Miscellaneous.** This Agreement contains the entire agreement between the parties hereto and will not be modified in any respect, except by an agreement in writing signed by all parties hereto. The invalidity of any provision or portion of this Agreement will in no way

affect the remaining provisions hereof. This Agreement will inure to the benefit of and will be binding upon b1BANK and Receiver and their respective successors and permitted assigns. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement, and bind the parties hereto, all as of the date first hereinabove set forth.

b1BANK

Kevin Dooley Kent, in his
capacity as Receiver for BD of
Louisiana, LLC

BY:



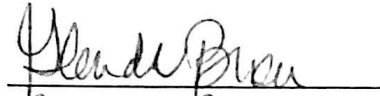
Ronnie Pittman

BY:



Kevin Dooley Kent

BY:



Gienda Borou

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

**SECURITIES AND EXCHANGE
COMMISSION,**

Plaintiff,

v.

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

Defendants.

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

**ORDER APPROVING THE RECEIVER, KEVIN DOOLEY KENT'S
MOTION TO LIFT STAY TO PERMIT B1BANK TO INITIATE
MORTGAGE FORECLOSURE PROCEEDINGS AND PROCEED
WITH THE PUBLIC SALE OF REAL PROPERTY
OWNED BY BD OF LOUISIANA, LLC**

THIS MATTER having come before this Court upon the Motion of Receiver, Kevin Dooley Kent, to Lift Stay to Permit b1BANK to Initiate Mortgage Foreclosure Proceedings and Proceed with the Public Sale of Real Property Owned by BD of Louisiana, LLC;

It is on this _____ day of _____, 2023,

ORDERED that the Receiver's Motion to Lift Stay to Permit b1BANK to Initiate Mortgage Foreclosure proceeding is APPROVED; and it is

FURTHER ORDERED that b1BANK may initiate executory (i.e. foreclosure) proceedings in Louisiana State Court with respect to real property owned by BD of Louisiana LLC (Tangipahoa Parish Assessment Nos. 3418405 and 4104900) (“BD of Louisiana Property”) and arrange for the sale of the BD of Louisiana Property through a public Sheriff’s Sale pursuant to the terms of the agreement attached as Exhibit “C” to the Receiver’s Motion in connection with that executory process; and it is

FURTHER ORDERED that the stay on litigation shall remain in effect with respect to all other claims stayed pursuant to the Receivership Order, with the applicable statute of limitations to remain tolled with regard to any cause of action accrued or accruing in favor of one or more of the Receivership Parties against a third person or party for which the injunction against commencement of legal proceedings remains in effect.

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, LP, BROAD REACH
PARTNERS, LLC, and BRISTOL
ADVISORS, LLC,**

Defendants.

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

**CERTIFICATE OF
SERVICE**

I hereby certify, this 18th day of July, 2023, that I caused to be served a true and correct copy of the Notice of Motion of Receiver, Kevin Dooley Kent to Lift Stay to Permit B1BANK to Initiate Mortgage Foreclosure Proceedings and Proceed with the Public Sale of Real Property Owned by BD of Louisiana, LLC upon Plaintiff, Securities and Exchange Commission, through counsel of record, and upon counsel of record for all other parties, 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
Register No. 72832-050
FCI Danbury
Federal Correctional Institution
Route 37
Danbury CT 06811

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