

<p>DISTRICT COURT, DENVER COUNTY, STATE OF COLORADO Denver District Court 1437 Bannock St. Denver, CO 80202 720.865.8612</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Plaintiff: Chris Myklebust, Securities Commissioner for the State of Colorado</p> <p>v.</p> <p>Defendants: Gary Dragul; GDA Real Estate Services, LLC; and GDA Real Estate Management, LLC.</p>	
<p>Attorneys for Receiver: Patrick D. Vellone, #15284 Michael T. Gilbert, #15009 Rachel A. Sternlieb, #51404 ALLEN VELLONE WOLF HELFRICH & FACTOR P.C. 1600 Stout St., Suite 1100 Denver, Colorado 80202 Phone Number: (303) 534-4499 E-mail: pvellone@allen-vellone.com E-mail: mgilbert@allen-vellone.com E-mail: rsternlieb@allen-vellone.com</p>	<p>Case Number: 2018CV33011</p> <p>Division/Courtroom: 424</p>
<p style="text-align: center;">RECEIVER’S MOTION TO APPROVE SETTLEMENT AGREEMENT WITH WBF/CT ASSOCIATES, LLC CONCERNING HICKORY CORNERS</p>	

Harvey Sender, the duly-appointed receiver (“Receiver”) for Gary Dragul (“Dragul”), GDA Real Estate Services, LLC, GDA Real Estate Management, LLC, and related entities (collectively, “Dragul and the GDA Entities”), asks the Court to enter an order approving a settlement agreement he has reached with WBF/CT Associates,

LLC (“WBF/CT”) concerning the Hickory Corners property. A copy of the “Settlement Agreement” is submitted as **Exhibit 1**.

I. Background

1. On August 15, 2018, Gerald Rome, Securities Commissioner for the State of Colorado (the “Commissioner”), filed his Complaint for Injunctive and Other Relief against Dragul and the GDA Entities.

2. On August 29, 2018, the Commissioner, Dragul and the GDA Entities filed a Stipulated Motion for Appointment of Receiver, consenting to the appointment of a receiver over Dragul and the GDA Entities pursuant to COLO. REV. STAT. § 11-51-602(1), C.R.C.P. 66.

3. On August 30, 2018, the Court entered a Stipulated Order Appointing Receiver (the “Receivership Order”), appointing Harvey Sender of Sender & Smiley, LLC as receiver for Dragul and the GDA Entities and their respective properties and assets, as well as their interests and management rights in related affiliated and subsidiary businesses (the “Receivership Estate” or the “Estate”). Receivership Order at 2, ¶ 5.

4. The Estate includes assets (including those of Dragul) of any kind or of any nature whatsoever related in any manner, or directly or indirectly derived, from investor funds from the solicitation or sale of securities as described in the Complaint filed by the Commissioner, or derived indirectly or indirectly from investor funds.

5. The Receivership Order grants the Receiver the authority to, among other things, settle claims relating to Estate property. Receivership Order at 12, ¶ 13(u).

II. WBF/CT has a Disputed Lien on the Hickory Corners property.

6. On February 8, 2019, the Receiver filed a Motion for an Order Approving the Sale of Real Property known as the Hickory Corners shopping center (the “Sale Motion”). Hickory Corners is a retail shopping center located in Hickory, North Carolina and consists of two separate but adjacent parcels both owned by Dragul related entities.

7. The first parcel is a strip mall (the “Shops”) owned by Hickory Corners 16 A, LLC (“Corners 16A”) and Hickory Corners 16B, LLC (“Corners 16B”) as tenants-in-common, 64.59% and 35.41%, respectively. The second parcel is a standalone “Box” adjacent to the Shops owned Hickory Corners Box 16 A, LLC (“Box 16A”) and Hickory Corners Box 16 B, LLC (“Box 16B”), as tenants-in-common, again 64.59% and 35.41%, respectively. Dragul was the manager of both the Corners and Box entities.

8. On March 13, 2018, Gary Dragul personally borrowed \$500,000 from WBF/CT Associates, LLC and as manager of the Box 16A and Box 16B granted WBF/CT a second deed of trust on the Box (the “Disputed Lien”). The \$500,000 note (the “Hickory Note”) evidencing the loan was due and payable on October 13, 2018, and bears interest of 2% per month. Approximately \$170,000 in interest is owed on the Note.

9. WBF/CT wired \$495,000 of the \$500,000 to GDA Hickory 17, LLC on March 13, 2018 (the remaining \$5,000 was treated as an “origination fee.” GDA Hickory 17 is not an owner of the Box property; it held a 50.10% interest in Box 16B. None of the \$495,000 was distributed to Box 16A or 16B or used to benefit the Hickory Corners property. Instead, Dragul had Hickory 17 transfer the entire \$495,000 to him personally on March 13th and used it for his own purposes. WBF/CT did not record its deed of trust on the Box until April 30, 2018, two weeks after Dragul was indicted.

10. On or about March 18, 2019, WBF/CT filed a Proof of Claim in the Receivership Action for \$5,330,797.84, representing amounts alleged to be due under various loans made by WBF/CT to Dragul and the GDA Entities including the Hickory Note (the “WBF/CT Claim”).

11. On February 15, 2019, WBF/CT filed a Limited Objection to the Sale Motion asserting a right to re-payment of the Hickory Note, among other things, upon the sale of the Property, which is scheduled to occur in August 2019. On July 1, 2019, WBF/CT also filed a Motion for Leave to File Suit to Establish Validity of North Carolina Lien, in which it sought leave from the Receivership Court to file a declaratory judgment action in North Carolina to establish the validity of the Disputed Lien (the “Motion for Leave”).

III. Settlement Agreement is in the Best Interests of the Estate and its Creditors.

12. There exists little Colorado authority with respect to factors the Court should consider in determining whether to approve a Receiver’s settlement

agreement. In analogous bankruptcy contexts courts consider whether “the settlement is fair and equitable and in the best interests of the estate.” In considering whether to approve a settlement, bankruptcy courts consider four primary factors: “the probable success of the underlying litigation on the merits, the possible difficulty in collection of a judgment, the complexity and expense of the litigation, and the interests of creditors in deference to their reasonable views.” *Kopp v. All Am. Life Ins. Co. (In re Kopexa Realty Venture Co.)*, 213 B.R. 1020, 1022 (B.A.P. 10th Cir. 1997); *Kaiser Steel Corp. v. Frates (In re Kaiser Steel Corp.)*, 105 B.R. 971, 977 (D. Colo. 1989). Courts also recognize that deference should be given to the business judgment of the Receiver. *See, e.g., In re OptInRealBig.com, LLC*, 345 B.R. 277, 291 (Bankr. D. Colo. 2006) (deferring to the business judgment of the bankruptcy trustee).

13. Considering these factors, the Court should approve the Settlement Agreement. Under the Agreement, the Estate has agreed that WBF/CT will receive \$350,000 at the closing of the Hickory Corners sale scheduled later this month. In exchange, WBF/CT will release the Disputed Lien thereby enabling the Estate to convey marketable title to the purchaser. WBF/CT’s Claim will be reduced by that \$350,000 payment, and WBF/CT will retain an unsecured claim against the Receivership Estate for the unpaid balance of the Hickory Note.

14. In the Receiver’s informed business judgment, the Settlement Agreement is in the best interest of the Estate and its creditors. It will allow the

Hickory Corners sale to close without additional delay and result in the payment to the Estate of an estimated more than \$600,000. The settlement also avoids the litigation costs the Estate would incur seeking to avoid the Disputed Lien and defending against the Motion for Leave. And although the Receiver believes his claim to avoid the Disputed Lien is strong, the proposed settlement avoids the risk of not prevailing and the accrual of additional interest that would have to be paid at closing of the Hickory Corners sale.

15. Pursuant to paragraph 10 of the Receivership Order, Court approval of any motion filed by the Receiver shall be given as a matter of course within 10 days after the motion is filed and served. As reflected by the certificate of service below, this Motion is being served on all parties who have appeared in this case and on all currently known creditors of the Estate.

WHEREFORE, the Receiver respectfully requests the entry of an Order approving the Settlement Agreement submitted as **Exhibit 1**.

Dated: August 2, 2019.

ALLEN VELLONE WOLF HELFRICH & FACTOR
P.C.



By: /s/ Michael T. Gilbert

Patrick D. Vellone

Michael T. Gilbert

Rachel A. Sternlieb

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ATTORNEYS FOR THE RECEIVER

CERTIFICATE OF SERVICE

I hereby certify that on August 2, 2019, a true and correct copy of the **RECEIVER'S MOTION TO APPROVE SETTLEMENT AGREEMENT WITH WBF/CT ASSOCIATES, LLC CONCERNING HICKORY CORNERS** was filed and served via the Colorado Courts E-Filing system to the following:

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Counsel for Hagshama

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Counsel for WBF CT Associates, LLC

CERTIFICATION OF E-SERVICE ON KNOWN CREDITORS

In accordance with this Court's February 1, 2019 Order clarifying notice procedures for this case, I also certify that a copy of the foregoing is being served by electronic mail on all currently known creditors of the Receivership Estate to the addresses set forth on the service list maintained in the Receiver's records.

s/ Salowa Khan

Allen Vellone Wolf Helfrich & Factor P.C.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “**Agreement**”) is entered into this 31st day of July, 2019, between **WBF/CT ASSOCIATES, LLC**, a Pennsylvania limited liability company (“**WBF/CT**”) and **HARVEY SENDER**, in his capacity as Receiver of the Gary Dragul Receivership Estate (the “**Receivership Estate**”), and **HICKORY CORNERS BOX 16A, LLC**, a Delaware limited liability company (“**Box 16A**”), **HICKORY CORNERS BOX 16B, LLC**, a Delaware limited liability company (“**Box 16B**”), and **GDA HICKORY 17, LLC**, a Delaware limited liability company (“**GDA 17**”; together with Box 16A and Box 16B the “**Hickory Entities**”), (collectively, the “**Parties**” or singularly, a “**Party**”).

I. RECITALS

A. Harvey Sender (“**Receiver**”) is the court-appointed Receiver for the Estate of Gary Dragul, GDA Real Estate Services, LLC, GDA Real Estate Management, LLC and a number of related entities (“**Dragul and the GDA Entities**”), including the Hickory Entities (collectively, the “**Estate**”) pursuant to a Stipulation and Order dated August 30, 2018 (the “**Receivership Order**”) entered in *Myklebust v. Dragul, et al.*, Case Number 2018CV33011, District Court, Denver, Colorado (the “**Receivership Action**”).

B. Box 16A and Box 16B, as tenants-in-common, own real property (the “**Hickory Corners Box**”), which is a stand-alone building that is part of a commercial shopping center known as **Hickory Corners**, located at 1718-1842 Highway 70, Hickory, North Carolina (the “**Property**”).

C. On March 13, 2018, WBF/CT made a \$500,000.00 loan to Dragul (the “**Hickory Loan**”), as evidenced by a promissory note (the “**Note**”) and loan agreement of same date.

D. The Note is secured by a Second Deed of Trust and Security Agreement, Assignment of Leases and Rents on the Hickory Corners Box that was recorded in Catawba County, North Carolina on April 30, 2018 (the “**Deed of Trust**”).

E. On or about March 18, 2019, WBF/CT filed a Proof of Claim in the Receivership Action for no less than \$5,330,797.84, representing amounts alleged to be due under various loans made by WBF/CT to Dragul and the GDA Entities (the “**Other Loans**”) and the Hickory Loan (the “**WBF/CT Claim**”).

F. WBF/CT and Receiver have been engaged in discussions to resolve the portion of the WBF/CT Claim based on the Hickory Loan.

G. On February 8, 2019, Receiver filed a Motion for Order Authorizing the Sale of Hickory Corners (the “**Sale Motion**”), which Motion was approved by Order entered on April 8, 2019, by the Receivership Court. Receiver contends that the Deed of Trust is avoidable, among other things (collectively, the “**Avoidance Claim**”), which contention is disputed by WBF/CT.

H. On February 15, 2019, in the Receivership Action, WBF/CT filed a Limited Objection to the Motion asserting a right to re-payment of the Hickory Loan, among other things, upon the sale of the Property (the “**WBF/CT Objection**”); on July 1, 2019, WBF/CT also filed a Motion for Leave to File Suit to Establish Validity of North Carolina Lien (the “**Motion for Leave**”).

I. The Parties now wish to settle and resolve the portion of the WBF/CT Claim that relates to the Hickory Loan under the terms of this Agreement.

II. AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties stipulate and agree as follows:

1. **Recitals Incorporated.** The representations and recitals set forth above are true and accurate and are made a part of this Agreement.

2. **Receivership Court Approval.** This Agreement is conditioned upon, and requires the approval of, the Receivership Court, and shall be deemed null and void and of no effect if not approved by the Receivership Court. The Receiver shall seek approval of this Agreement promptly upon its complete execution. WBF/CT shall cooperate to obtain such approval.

3. **Effective Date.** The effective date of this Agreement shall be the day it is approved by the Receivership Court.

4. **Payment by Receivership Estate.** Upon the earlier of the sale of the Property (the “**Closing**”) or September 15, 2019 (the “**Settlement Due Date**”), Escrow Holder (as that term is defined below) shall pay WBF/CT \$350,000.00 (the “**Payment**”) from the sales proceeds of the Property. The Payment shall be made *via* wire transfer pursuant to wire

transfer instructions provided by WBF/CT to the Escrow Holder and Receiver.

5. Withdrawal of WBF/CT Motions and Execution of Release of Deed of Trust. Upon the Effective Date, WBF/CT shall (a) withdraw its Limited Objection to the Motion; (b) withdraw its Motion for Leave; and (c) tender a fully executed Release of its Deed of Trust (the form of which is attached as **Appendix 1**, hereto) to the Escrow Holder to be held in trust pending the Closing. Pending approval of this Agreement by the Receivership Court, WBF/CT shall seek to stay all proceedings on its Motion for Leave.

6. Delivery of Release of the Hickory Deed of Trust. Upon the Effective Date, WBF/CT shall deliver a fully-executed Release of Deed of Trust ("**Release of Deed of Trust**") to the Escrow Holder to hold in trust until the Payment has been made.

7. Failure to Make Payment on Settlement Due Date. If the Payment is not made to WBF/CT from the sales proceeds of the Property by the Settlement Due Date, unless extended in writing by the Parties, this Agreement shall expire and be of no further force or effect, and the Escrow Holder shall be irrevocably instructed to return the Release of Deed of Trust as WBF/CT so instructs, in which case, WBF/CT shall retain all of its available rights and remedies under the Note, Hickory Loan, Deed of Trust, and otherwise.

8. Deficiency on the Hickory Loan. The Payment shall be applied to the Hickory Loan, which shall reduce the WBF/CT Claim by the Payment amount (\$350,000.00). WBF/CT shall preserve the right to a deficiency claim on the unpaid balance of the **Hickory Loan** as an unsecured claim (the "**Deficiency**").

9. No Release of WBF/CT's Claims as to Other Loans. This Agreement in no respect, waives, releases, or affects, in any way, WBF/CT's right to pursue its Claim based upon repayment of the Other Loans and the Deficiency on the Hickory Loan.

10. No Release of the Estate's Claims against WBF/CT or its Principals. This Agreement does not waive, release, relinquish, alter, or otherwise affect any of the Estate's rights, causes of action, or claims that may exist against WBF/CT or its principals based upon the Other Loans, the Deficiency (other than the Avoidance Claim which is released below) or any other transaction relating to or impacting the Receivership Estate.

11. Release of Avoidance Claim. Receiver for and on behalf of the Receivership Estate and the Dragul Parties, jointly and severally, hereby waives, relinquishes, and releases the Avoidance Claim.

12. Authorization to Record Release of Deed of Trust. Upon confirmation of receipt of the Payment by wire transfer as provided for in paragraph 1, the Escrow Agent is authorized to record the **Release of Deed of Trust**.

13. No Admission of Liability. The Parties expressly understand and agree that nothing contained herein shall be construed as an admission of liability on the part of either Party and that each Party expressly denies being obligated to the other or having in any manner violated the rights of the other, whether constitutional, contractual, statutory, or at common law.

14. Non-reliance. The Parties assume any and all risks that the facts and law may be or will become different from the facts and law as known to, or believed to be known by, the Parties as of the Effective Date.

15. Voluntary Execution. By their signatures below, the Parties affirm that they have all requisite authority, corporate or otherwise, to enter into this Agreement and that they have read and fully understand this Agreement. The Parties further affirm that they are entering into this Agreement voluntarily and have not been threatened, coerced, or intimidated or in any way pressured into signing this Agreement, they have had sufficient time to reflect upon the finality of this Agreement, and they have had sufficient opportunity to consult with legal counsel regarding this Agreement.

16. Time of the Essence. The Parties hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

17. Binding Effect. This Agreement shall be binding upon the Parties hereto, their predecessors, successors and assigns.

18. Entire Agreement. This Agreement, together with the other documents executed and delivered in connection herewith or pursuant hereto, contains the entire and complete understanding of the Parties and supersedes all previous verbal and written agreements regarding the Loan; there are no other agreements, representations, or warranties not set forth herein regarding the Loan.

19. Severability. If any provision of this Agreement or the application thereof is held to be invalid or unenforceable, its invalidity or

unenforceability shall not affect any other provision or application of this Agreement to the extent that such other provision or application can be given effect without the invalid or unenforceable provision or application. The provisions of this Agreement are declared to be severable.

20. Modification. No modification of this Agreement will be enforceable unless it is in writing, signed by all of the Parties.

21. Counterpart and Facsimile Signatures. This Agreement may be executed in any number of counterparts, and may be executed in original, electronic, or facsimile transmission signatures. All such counterparts, taken together, shall constitute a single agreement.

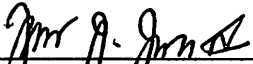

22. Further Assurances. Each Party to this Agreement hereby agrees to execute and deliver such other and further documents as may be reasonably requested by the other Party to more fully effectuate the terms, conditions and transactions contemplated by this Agreement.

23. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Colorado.

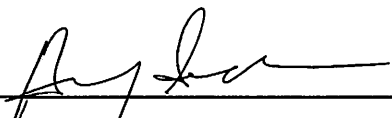
24. Attorneys' Fees. Each Party shall bear its own costs and attorneys' fees incurred prior to the Effective Date. In connection with any litigation, mediation, arbitration, special proceeding or other proceeding brought to enforce this Agreement, the prevailing Party shall be entitled to recover from the other Party its costs and reasonable attorneys' fees, through and including any appeal or post-judgment proceeding.

[signature page follows]

WBF/CT ASSOCIATES, LLC, a Harvey Sender, solely in his Pennsylvania limited liability company capacity as Receiver

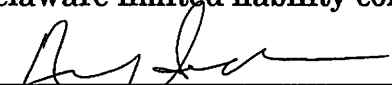
By: 
Its: 

Dated: 7.31.19

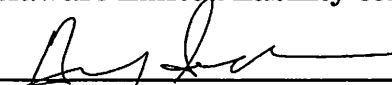


Dated: 7/31/2019

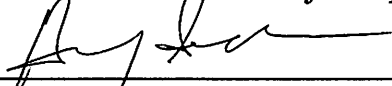
HICKORY CORNERS BOX 16A, LLC,
a Delaware limited liability company

By: 
Its: Receiver

HICKORY CORNERS BOX 16B, LLC,
a Delaware limited liability company

By: 
Its: Receiver

GDA HICKORY 17, LLC, a Delaware limited liability company

By: 
Its: Receiver

NORTH CAROLINA RELEASE DEED

Prepared by and return to:
Brooks, Pierce, McLendon, Humphrey & Leonard (PRJ)
230 North Elm St., Suite 2000
Greensboro, NC 27401

THIS Release Deed made this ____ day of July, 2019, by and among Beneficiary and Debtor.

The designation Beneficiary, Trustee, Debtor, Grantor and Grantee as used herein shall include all parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine or neuter as required by context.

Trustee: FIDELITY NATIONAL TITLE INSURANCE COMPANY,
421 Fayetteville Street, Suite 215, Raleigh, North Carolina 27601

Beneficiary: WBF/CT ASSOCIATES, LLC, a Pennsylvania limited liability company,
9 Waterfront Estates Drive, Lancaster, Pennsylvania 17602

Grantor: HICKORY CORNERS BOX 16 A, LLC, a Delaware limited liability company,
as holder and owner of an undivided 64.59% interest as a tenant in common in the
Property (defined below), 5690 DTC Boulevard, Suite 515, Greenwood Village,
Colorado 80111; and

HICKORY CORNERS BOX 16 B, LLC, a Delaware limited liability company,
as holder and owner of an undivided 35.41% interest as a tenant in common in the
Property (defined below), 5690 DTC Boulevard, Suite 515, Greenwood Village,
Colorado 80111, as tenants in common

Deed of Trust: For indexing purposes, that certain Second Deed of Trust and Security
Agreement, Assignment of Leases and Rents made as of March 13, 2018 and
recorded on April 30, 2018 in Book 3450, Page 626, Catawba County
(the "Deed of Trust").

Release of Lien: Beneficiary, for a valuable consideration, the receipt of which is hereby acknowledged, has remised and released and does hereby remise and release forever to the Grantor, the Property described below:

Property: See attached Exhibit A (the “Property”).

TO HAVE AND TO HOLD the said Property and all privileges and appurtenances belonging to Grantor.

It is understood and agreed that this Release shall apply only to the Property expressly described herein and conveyed hereby. This Release shall not serve as a release or satisfaction of any loans or obligations of Grantor to Beneficiary, including, without limitation, any loans or obligations secured by the Deed of Trust or in the Note described in the Deed of Trust, or any loans or obligations arising under or pursuant to any promissory note, security agreement, loan agreement, or other debt instrument (collectively, “Debt Instruments and Obligations”), and all such Debt Instruments and Obligations shall remain in full force and effect.

[Signatures Appear on Next Page]

Beneficiary has duly executed the foregoing instrument, as of the day and year first written above.

BENEFICIARY:

WBF/CT ASSOCIATES, LLC,
a Pennsylvania limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that he signed the foregoing document in the capacity indicated.

WITNESS my hand and notarial seal, this _____ day of July, 2019.

[Notarial Seal]

Notary Public
Printed Name _____

My Commission Expires: _____

EXHIBIT A

The following described land and premises, with the improvements, easements, and appurtenances thereunto belonging, situate, lying and being in Catawba County, North Carolina, namely:

ALL THAT TRACT OR PARCEL OF LAND CONTAINING 1.733 ACRES, MORE OR LESS, AS SHOWN ON THAT CERTAIN PLAT PREPARED BY MCNEILL SURVEYING & LAND PLANNING, PLLC, BY CRAIG S. MCNEILL (PROFESSIONAL LAND SURVEYOR # L-2563) OF RECORD IN PLAT BOOK 76, PAGE 175, IN THE OFFICE OF THE REGISTER OF DEEDS FOR CATAWBA COUNTY, NORTH CAROLINA. Property Address: 1718 Highway 70 Southeast, Hickory, NC 28602