

DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street Denver, Colorado 80202	<p style="text-align: center;"><b>▲ COURT USE ONLY ▲</b></p> Case Number: 2024CV30763  Division/Courtroom:
<p><b>Plaintiffs:</b>          ROSS BERMAN, JASON H. KARP, IMJ I LLC, a Delaware limited liability company, RACHEL FARBER REVOCABLE TRUST, STEPHEN FARBER REVOCABLE TRUST, AND RED CLOUD CAPITAL, LLC, a Connecticut limited liability company,          v.  <b>Defendants:</b>          BELLROCK BRANDS INC., a British Columbia corporation, BRB DB HOLDINGS, INC., a Delaware corporation, BRB MARY'S HOLDINGS CORP., a Delaware corporation, DIXIE BRANDS (USA) INC., a Delaware corporation, MARY'S OPERATIONS, LLC, a Colorado limited liability company, MARY'S PETS, LLC, a Colorado limited liability company, MARY'S NUTRITIONALS, LLC, a Colorado limited liability company, DB FINANCE NEVADA, LLC, a Nevada limited liability company, and DB OKLAHOMA, LLC, a Colorado limited liability company.</p>	
<b>CLAIM FORM – LYNN HONDERD</b>	

The undersigned Claimant, Lynn Honderd, through her counsel, hereby asserts a claim against the above-captioned Defendants (also known as “Receivership Defendants”) as follows:

1. Amount of Claim as it existed on March 25, 2024.

Claim is asserted against: Bellrock Brands Inc., a British Columbia corporation; BRB DB Holdings, Inc., a Delaware corporation; BRB Mary's Holdings Corp., a Delaware corporation; Dixie Brands (USA) Inc., a Delaware corporation; Mary's Operations, LLC, a Colorado limited liability company; Mary's Pets, LLC, a Colorado limited liability company; Mary's Nutritionals, LLC, a Colorado limited liability company; DB Finance, Nevada, LLC, a Nevada limited

liability company; and DB Oklahoma, LLC, a Colorado limited liability company.

Actual damages:	\$ <u>Initial face amount of \$6,003,384.00 of which at least \$4,688,476.00 plus accrued interest remains unpaid as of Note's stated maturity date of May 10, 2024</u>
Consequential and other damages, if any:	\$ <u>To be determined</u>
Interest, if any:	\$ <u>To be determined</u>
Attorneys' fees and costs, if any:	\$ <u>To be determined</u>
Other:	\$ <u>To be determined</u>
TOTAL:	\$ <u>To be determined</u>

2. The foregoing claim arose on or about May 2019, and is based upon the following events:

See attached Joint Amended Complaint in Intervention, Third-Party Complaint in Intervention, and Jury Demand, including exhibits, filed in the above referenced case on June 27, 2024, and incorporated herein. Based on the facts and claims set forth therein, Honderd also claims that Honderd Agreement (as defined therein) must be rescinded and all assets in the Receivership Estate acquired under or traceable to the Gallup Agreement and/or the Honderd Agreement must be returned to Gallup and Honderd. Based on the facts set forth in the Joint Amended Complaint, Honderd also claims that the security interests given to the Plaintiff group, to the High Street group, and to all other secured creditors whose security interests were granted after the Honderd Agreement must be vacated as fraudulent transfers. These issues will be adjudicated in a hearing pursuant to the Court's order prior to the determination of Honderd's claim in the receiver's claims administration process.

**DOCUMENTS SUPPORTING THE CLAIM MUST BE ATTACHED TO THIS CLAIM FORM. IF SUPPORTING DOCUMENTATION IS NOT AVAILABLE, YOU MUST ATTACH AN EXPLANATION OF WHY THE DOCUMENTATION IS UNAVAILABLE.**

3. This claim is (select one):

unsecured; OR,

secured by the following collateral or security:

Honderd disputes that her claim should be classified as unsecured and subordinated, and she has moved for rescission of the Honderd Agreement. All assets in the Estate acquired under or traceable to the Honderd Agreement must be returned to Gallup and Honderd. To this extent, Honderd has priority over all other

claimants and creditors to these assets. Honderd also asserts that all subsequent secured creditors' security interests were improperly obtained and must be avoided as fraudulent transfers. These issues will be adjudicated in a hearing pursuant to the Court's order prior to the determination of Honderd's claim in the receiver's claims administration process.

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4. If the claim is secured, please identify the location of all collateral:

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5. If the claim includes interest, please specify each of the reasons for such interest and the rate thereof (e.g. contract, statute, etc.):

Interest is accruing at either the statutory pre- and post-judgment interest rate if Claimant is awarded rescission of her Note at the scheduled hearing adjudicating her claims in this proceeding, or, at the rate set forth in the Honderd Note and Agreement, which is 7.5%.

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6. The nature and value of any offset or counterclaim (*i.e.*, money or property that you owe Defendants or the Estate, or any claims that Defendants or the Estate may have against you):

None.

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7. If you are currently represented by an attorney, please complete the following:

Reza D. Rismani, Reg. No. 31184  
Treece Alfrey Musat, P.C.  
633 17th Street, Suite 2200  
Denver, Colorado 80202  
Phone: (303)292-2700  
Fax : (303)295-0414  
Email: rrismani@tamlegal.com

**CLAIMANT HEREBY CERTIFIES THAT IT HAS DISMISSED ANY OTHER PENDING SUITS OR PROCEEDINGS IT HAS COMMENCED AGAINST ANY AND ALL RECEIVERSHIP DEFENDANTS, OR ANY OF THEM, OR THE RECEIVERSHIP ESTATE**

AND THAT IT WILL NOT FILE (OR RE-FILE) ANY SUIT OR PROCEEDING IN ANOTHER FORUM WITHOUT THE RECEIVER'S PERMISSION OR LEAVE OF THIS COURT.

8. I hereby certify and attest, under the penalty of perjury, that the information contained in the foregoing Claim Form is true and correct:

/s/ Lynn Honderd  
Claimant Signature

Lynn Honderd  
Name of Claimant (Please print)

c/o Treece Alfrey Musat, P.C.

Dated: August 8, 2024.

**IMPORTANT: A FULLY COMPLETED AND SIGNED CLAIM FORM WITH ALL SUPPORTING DOCUMENTATION MUST BE RECEIVED AT THE ADDRESS BELOW NO LATER THAN THE CLAIMS BAR DATE OR UNKNOWN CLAIMANT BAR DATE, AS APPLICABLE. REFER TO THE NOTICE YOU RECEIVED TO DETERMINE THE APPLICABLE CLAIMS BAR DATE OR UNKNOWN CLAIMANT BAR DATE.**

Claim forms submitted by hand delivery, courier, email (as an attachment in portable document format (.pdf)), facsimile or U.S. mail addressed to:

West 4th Holdings, LLC  
c/o Jordan Factor, Esq.  
Allen Vellone Wolf Helfrich & Factor, P.C.  
1600 Stout Street, Suite 1900  
Denver, Colorado 80202  
Tel. No. (303) 534-4499  
Fax No. (303) 893-8332  
Email: [jfactor@allen-vellone.com](mailto:jfactor@allen-vellone.com)

Please note that your Claim must be legible, written in English and denominated in United States currency.

**Any Claimant who is required to submit a Proof of Claim, but fails to do so in a timely manner or in the proper form, will be: (a) barred, estopped, and enjoined to the fullest extent allowed by applicable law from asserting, in any manner, such Claim against the Receiver, the**

**Receivership Defendants and their respective estates or property, (b) not be permitted to object to any distribution plan proposed by the Receiver on account of such Claim, (c) be denied any distributions under any distribution plan implemented by the Receiver on account of such Claim, and (d) not receive any further notices on account of such Claim. Further, the Receivership Defendants will be discharged from any and all indebtedness or liability with respect to such Claim.**

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street Denver, Colorado 80202</p>	
<p><b>Plaintiffs:</b> ROSS BERMAN, JASON H. KARP, IMJ I LLC, a Delaware limited liability company, RACHEL FARBER REVOCABLE TRUST, STEPHEN FARBER REVOCABLE TRUST, AND RED CLOUD CAPITAL, LLC, a Connecticut limited liability company,</p> <p>v.</p> <p><b>Defendants:</b> BELLROCK BRANDS INC., a British Columbia corporation, BRB DB HOLDINGS, INC., a Delaware corporation, BRB MARY’S HOLDINGS CORP., a Delaware corporation, DIXIE BRANDS (USA) INC., a Delaware corporation, MARY’S OPERATIONS, LLC, a Colorado limited liability company, MARY’S PETS, LLC, a Colorado limited liability company, MARY’S NUTRITIONALS, LLC, a Colorado limited liability company, DB FINANCE NEVADA, LLC, a Nevada limited liability company, and DB OKLAHOMA, LLC, a Colorado limited liability company.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Receiver-Manager: West 4th Holdings, LLC:</p> <p>Jordan Factor, #38126 Bailey C. Pompea, #48597 Jackson K. Gardner, #49013 ALLEN VELLONE WOLF HELFRICH &amp; FACTOR P.C. 1600 Stout St., Suite 1900 Denver, Colorado 80202 Phone Number: (303) 534-4499 E-mail: jfactor@allen-vellone.com E-mail: bpompea@allen-vellone.com E-mail: jgardner@allen-vellone.com</p>	<p>Case Number: 2024CV30763</p> <p>Division/Courtroom: 466</p>
<p><b>RECEIVER’S OBJECTION TO CLAIM OF LYNN HONDERD</b></p>	

West 4th Holdings, LLC, as Receiver-Manager for the assets and operations of all Defendants (“Receiver”), by and through undersigned counsel, hereby submits its Objection to Claim of Lynn Honderd, and in support thereof, states as follows:

## PROCEDURAL BACKGROUND

1. On March 25, 2024, this Court issued its Order re: Forthwith Motion for Immediate Appointment of Receiver-Manager Pursuant to C.R.C.P. 121, § 1-15(4), appointing the Receiver as receiver-manager who shall “forthwith take physical possession of, manage, operate, and protect the Collateral and . . . operate the Defendants’ business” (the “Receivership Order”). Consistent with the Receivership Order, the Defendants have turned over to the Receiver “possession of any and all documents, books, records and property which relate to the management, operation, occupancy, insurance, maintenance, or service of the Collateral in any way” and the Receiver has “take[n] charge of the Property assets and all personal property owned by Defendants[.]”

2. On May 7, 2024, the Court approved the Claims Process. The deadline for submission of any claims in this matter was August 12, 2024.

3. Thereafter, on September 12, 2024, the Court set November 11, 2024 as the deadline for to object to any Proofs of Claim received by the Receiver.

## FACTUAL BACKGROUND

4. On May 10, 2019 (but effective as of May 1, 2019), Lynn Honderd (“Honderd”) entered into the Membership Interest Redemption Agreement (“Agreement”) with MM Technology Holdings, LLC (“Technology”), Mary’s Nutritionals, LLC (“Nutritionals”), Mary’s Operations, LLC (“Operations”) and Mary’s Pets, LLC (“Pets”) (collectively, the “Mary’s Entities”).

5. Under the Agreement, Honderd agreed to sell her membership interests in the Mary’s Entities back to the applicable entity, in exchange for \$100,000.00 in cash (the “Cash”) and a Subordinated Promissory Note in the amount of \$6,003,384.00 (the “Note”), with interest accruing at a rate equal to 7.5% per annum simple interest.

6. The Cash was to be paid at the closing of the transaction. The Note, however, was to be paid as follows:

2. Payments. Maker shall make payments to Holder as follows:

- A. \$1,500,000 on June 15, 2019;
- B. If Holder's employment relationship is terminated by Mary's Management other than for Cause (as such term is defined in the Employment Agreement) (a "Company No Cause Termination Event"), then effective as of the later to occur of (x) the first Fiscal Quarter End Date following such Company No Cause Termination Event, and (y) March 31, 2022, Maker shall make quarterly interest payments in cash equal to the total amount of interest earned and not previously paid with respect to such quarterly period then ended within five (5) business days after each such applicable Fiscal Quarter End Date; provided that, no interest shall be payable in cash pursuant to this Section 2(B) if the Companies deliver a written instrument to Holder waiving any continuing obligations under Section 7.4(a)(iv) (the non-compete provisions) of the Redemption Agreement under within fifteen (15) days of the Company No Cause Termination Event;
- C. Interest shall be due and payable to Holder during the Extension Period as provided in Section 3(D) below; and
- D. All unpaid principal and accrued but unpaid interest under this Note shall become immediately due and payable on the first to occur of (a) the Maturity Date, (b) a Sale of the Company and (c) an IPO.

7. As stated above, the Note was due and payable on the first of the Maturity Date, Sale of the Company, or an IPO. Under the Note, Maturity Date is defined as the "five (5) year anniversary of the original issuance date of this Note," or May 10, 2024.

8. Honderd also agreed that the Note would be subordinated as follows:

4. Subordination. Holder hereby covenants and agrees that, notwithstanding anything to the contrary contained in this Note, the payment of all of the obligations of Maker to Holder evidenced by or incurred pursuant to this Note (the "Subordinated Debt") shall be unsecured and subordinate and subject in right and time of payment, to the full payment and satisfaction of all of the obligations of Maker and each of its Subsidiaries and Affiliates related to any Senior Debt. Each holder of Senior Debt, whether now outstanding or hereafter created, incurred, assumed or guaranteed, shall be deemed to have acquired Senior Debt in reliance upon the provisions contained in this Note. Holder hereby covenants and agrees to provide any additional subordination agreements required by the holders of any Senior Debt. Holder further agrees and covenants that such Holder will not accelerate, ask, demand, sue for, take or receive from Maker, by setoff or in any other manner, the whole or any part of the Subordinated Debt, including, without limitation, the taking of any negotiable instruments evidencing such amounts, nor any security for any of the Subordinated Debt, unless and until all of the Senior Debt shall have been fully and indefeasibly paid and satisfied in cash and all financing commitments and arrangements among the Maker and any holders of the Senior Debt have each been terminated. This paragraph constitutes a "subordination agreement" as such term is contemplated by, and used in, Section 510(a) of the Federal Bankruptcy Code.

9. In essence, Honderd agreed that her Note would be subordinated to the payment of any Senior Debt of the Mary's Entities, and that which is defined as "obligations or liabilities (whether or not secured) related to (i) all indebtedness for borrowed money, (ii) any indebtedness

evidenced by any note, bond, letter of credit, debenture or other debt security, (iii) all obligations under any capital leases, or (iv) direct guarantees of any indebtedness for borrowed money of [Mary's Entities] or any of its subsidiaries or affiliates.”

## **OBJECTION**

10. Honderd submitted Proof of Claim No. 29<sup>1</sup> on August 8, 2024, as a secured claim against all Defendants arising out of the following:

See attached Joint Amended Complaint in Intervention, Third-Party Complaint in Intervention, and Jury Demand, including exhibits, filed in the above referenced case on June 27, 2024, and incorporated herein. Based on the facts and claims set forth therein, Honderd also claims that Honderd Agreement (as defined therein) must be rescinded and all assets in the Receivership Estate acquired under or traceable to the Gallup Agreement and/or the Honderd Agreement must be returned to Gallup and Honderd. Based on the facts set forth in the Joint Amended Complaint, Honderd also claims that the security interests given to the Plaintiff group, to the High Street group, and to all other secured creditors whose security interests were granted after the Honderd Agreement must be vacated as fraudulent transfers. These issues will be adjudicated in a hearing pursuant to the Court's order prior to the determination of Honderd's claim in the receiver's claims administration process.

11. Honderd alleges that said claim has an accrual date of May 2019. The Proof of Claim includes damages as follows: “\$6,003,384.00 of which at least \$4,688,476.00 plus accrued interest remains unpaid as of the Note's stated maturity date of May 10, 2024.” It claims that consequential damages, interest, attorneys' fees and costs, and other damages are “to be determined.” Thus, the total amount of the Claim is “to be determined.”

12. Honderd further claims she is secured, as follows:

Honderd disputes that her claim should be classified as unsecured and subordinated, and she has moved for rescission of the Honderd Agreement. All assets in the Estate acquired under or traceable to the Honderd Agreement must be returned to Gallup and Honderd. To this extent, Honderd has priority over all other claimants and creditors to these assets. Honderd also asserts that all subsequent secured creditors' security interests were improperly obtained and must be avoided as fraudulent transfers. These issues will be adjudicated in a hearing pursuant to the Court's order prior to the determination of Honderd's claim in the receiver's claims administration process.

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<sup>1</sup> As identified on Receiver's Notice of Filing of Proofs of Claim and Request to Set Objection Deadline, filed on August 16, 2024.

13. In support of her Proof of Claim, Honderd attaches the Joint Amended Complaint in Intervention, Third-Party Complaint in Intervention and Jury Demand, the Gallup Membership Interested Redemption Agreement and the Honderd Membership Interest Redemption Agreement.

14. Receiver does not dispute that the Mary's Entities entered into the Agreement and Note with Honderd. Additionally, Receiver does not dispute that the amount due and owing on the Note is \$4,688,476.00, with interest to be calculated at 7.5% per annum. The Note and Agreement, as well as Bellrock's internal records, support this. Additionally, based on the Note, the Maturity Date of the Note is indeed May 10, 2024.

15. However, as Honderd's Proof of Claim notes, the remaining issues (rescission, secured status, fraudulent transfer) will be determined at a trial to the Court—these issues remain highly contested.

16. As such, the Receiver cannot approve any other aspects of the Proof of Claim until such issues are adjudicated.

17. Additionally, it is not yet clear whether the entirety of the Bellrock Entities (and not just the Mary's Entities) will ultimately be responsible for the amounts due under the Note and any other successful claims.

18. Accordingly, the Receiver approves Honderd's August 8, 2024 Proof of Claim with respect to acknowledging the Note and the terms thereof, as well as the current amount owed under the same of \$4,668,476.00 as against the Mary's Entities.

19. However, the Receiver objects to the remainder of the Proof of Claim No. 29.

20. Receiver reserves the right to object to Honderd's Proof of Claim on any further grounds that may apply, or amend and/or withdraw the Objection, upon receipt of additional information or otherwise.


21. In connection with this Objection, Receiver has given notice directly to Honderd.

WHEREFORE, Receiver requests entry of a court order disallowing the Lynn Honderd Proof of Claim No. 29 as stated herein, and for such further relief as the Court deems appropriate.

DATED this 11th day of November 2024.

Respectfully Submitted,

ALLEN VELLONE WOLF HELFRICH & FACTOR P.C.

  
By: s/ Jordan Factor  
Jordan Factor  
Bailey C. Pompea  
Jackson K. Gardner

1600 Stout Street, Suite 1900  
Denver, Colorado 80202  
(303) 534-4499  
E-mail: [jfactor@allen-vellone.com](mailto:jfactor@allen-vellone.com)  
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E-mail: [jgardner@allen-vellone.com](mailto:jgardner@allen-vellone.com)

*Attorneys for the Receiver*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 11th day of November 2024, a true and correct copy of the foregoing was filed and served via the Colorado Courts E-Filing system on all parties/ counsel of record, and sent via email to the Claimant as follows:

VIA EMAIL

Lynn Honderd  
c/o Reza D. Rismani  
Treece Alfrey Musat, P.C.  
633 17th Street, Suite 2200  
Denver, CO 80202  
Email: [rrismani@tamlegal.com](mailto:rrismani@tamlegal.com)

*s/ Salowa Khan*  
\_\_\_\_\_  
Allen Vellone Wolf Helfrich & Factor P.C.

**DISTRICT COURT, CITY AND COUNTY OF DENVER, COLORADO**

1437 Bannock Street  
Denver, CO 80202

**Plaintiffs:** ROSS BERMAN, an individual; JASON H. KARP, an individual; IMJ I LLC, a Delaware limited liability company; RACHEL FARBER REVOCABLE TRUST, STEPHEN FARBER REVOCABLE TRUST, and RED CLOUD CAPITAL, LLC, a Connecticut limited liability company;

**Plaintiff-Intervenors:** TREVOR GALLUP, an individual; and LYNN HONDERD, an individual,

v.

**Defendants:** BELLROCK BRANDS, INC., a British Columbia corporation, BRB DB HOLDINGS, INC., a Delaware corporation, BRB MARY'S HOLDINGS CORP., a Delaware corporation, DIXIE BRANDS (USA) INC., a Delaware corporation, MARY'S OPERATIONS, LLC, a Colorado limited liability company, MARY'S PETS, LLC, a Colorado limited liability company, MARY'S NUTRITIONALS, LLC, a Colorado limited liability company, DB FINANCE, NEVADA, LLC, a Nevada limited liability company, and DB OKLAHOMA, LLC, a Colorado limited liability company.

*Attorneys for Plaintiffs Ross Berman, Jason H. Karp, IMJ I LLC, Rachel Farber Revocable Trust, Stephen Farber Revocable Trust, and Red Cloud Capital, LLC*

**Akerman LLP**

Adam L. Massaro (Reg. No. 42812)  
1900 16th Street, Suite 950  
Denver, CO 80202  
Telephone: (303) 260-7712  
Facsimile: (303) 260-7714  
adam.massaro@akerman.com

COURT USE ONLY

Case Number: 2024CV30763

Division: 466

**PLAINTIFFS' FIRST OMNIBUS OBJECTION TO CLAIMS**

Plaintiffs Ross Berman, Jason H. Karp, IMJ I LLC, Rachel Farber Revocable Trust, Stephen Farber Revocable Trust, and Red Cloud Capital, LLC (each, a Plaintiff and, collectively, “Plaintiffs”) hereby submit their omnibus objection (“Objection”) to Claims (as defined below). In support of the Objection, the Plaintiffs state:

### **Background**

1. On March 21, 2024, Plaintiffs filed their Forthwith Motion for Immediate Appointment of Receiver-Manager (“Receivership Motion”). On March 25, 2024, the Court issued its Order Regarding Forthwith Motion for Immediate Appointment of Receiver-Manager (the “Receivership Order”).<sup>1</sup>

2. On May 7, 2024, Receiver filed his Motion to Establish Claims Administration Procedure and to Set Claims Bar Date (the “Bar Date Motion”). On May 13, 2024, the Court issued its Order Granting Receiver’s Motion to Establish Claims Administration Procedure and to Set Claims Bar Date (“Bar Date Order”).

3. The Bar Date Motion required that all Claimants file their Poofs of Claim (the “Claims”) by August 9, 2023 (the “Bar Date”).

4. Prior to the Bar Date, 88 Claimants timely filed their Proofs of Claim (“PoC”). A total of 69 Claimants assert secured Claims against the Receivership Entities. As set forth in Exhibit C, only 7 financing statements have been filed against Receivership Entities.

5. To date, the Receivership Entities have received nearly one hundred Claims. Plaintiffs have gone through certain claims—those that assert a security interest in Receivership Entities—to determine whether or not these claims are valid and superior to Plaintiffs’ Claims.

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<sup>1</sup> Accordingly, Defendants have since been in receivership (the “Receivership Entities”).

## Argument

The Bar Date Motion and Bar Date Order approved by the Court govern the Claims procedure in this matter. The Bar Date Order affords all parties-in-interest the opportunity to “[o]bject to the validity, extent, security, and priority of any claim.” *See* Bar Date Order, at p. 2. Based on that review, certain claims are not valid and are subordinate to Plaintiffs’ Claims. Accordingly, Plaintiffs seek an order that (1) reclassifies Claim No. 36, an unsecured claim, (2) consolidates the Claims in Exhibit A (the “Duplicate Claims”) into a single claim against Receivership Entities, and (3) deems the Claims set forth in Exhibits B (the “Subordinate Claims”) subordinate to Plaintiffs’ Claims.

As an initial matter, Plaintiffs’ position is that it, along with the other 2021 noteholders, as identified in the complaint, along with High Street Capital Partners, have a superior priority and claims over any other claimants (both secured and unsecured) for the reasons further detailed in Plaintiffs’ complaint.

Plaintiffs also provides the following specific objections.

A. Claim No. 36.

Claimant No. 36 should be barred from asserting a security interest in Receivership Entities and be reclassified as an unsecured Claim. Claimant No. 36 does not specify the nature of its interest in Receivership Entities. The basis for Claim No. 36 is a promissory note dated May 15, 2020. Claim No. 36 does not assert to be secured, and no financing statement was filed in connection with this Claim. Therefore, Claim No. 36 should be reclassified as an unsecured Claim for the claims administration process.

B. Claims Set forth on Exhibit A should be reconciled and consolidated to a single claim against Receivership Entities.

From Plaintiffs' review, the Claims set forth in Exhibit A stem from the same instrument and relate to the same underlying debt. Disallowing the duplicate Claims will prevent Claimants from receiving multiple recoveries for a single Claim. Accordingly, Plaintiffs respectfully request that a single Claim from the duplicate Claims set forth on Exhibit A survive and all other duplicate claims be. Only three Claimants filed duplicate claims. In connection with these Duplicate Claims, and as set forth in greater detail in Exhibit A, Plaintiffs request that: Claims No. 25 and 26 be consolidated to **Claim No. 25**; Claim Nos. 55-63 be consolidated into **Claim 55**; Claim Nos. 67, 69-75, be consolidated to **Claim No. 67**; and therefore disallowing and expunging for all purposes Claim Nos. 26, 56-63, and 69-75.

C. Claims set forth in Exhibit B should be deemed subordinate to Plaintiff's Claims.

Generally, a security interest is effective according to its terms between the parties, against purchasers of the collateral, and against creditors. Section 4-9-201, C.R.S. The filing of a financing statement is required in order to perfect the security interest. Colo. Rev. Stat. § 4-9-310(a). An unperfected security interest is subordinate to a perfected interest. *Young v. Golden State Bank*, 39 Colo. App. 45, 49 (1977). Perfected interest, in turn, take priority according to when they are filed. *Denver Tec Bank v. Federal Deposit Ins. Corp.*, 843 P.2d 129 (Col. App. 1992)

As set forth in Exhibit C, only 8 claimed secured creditors have filed financing statements. All Claims set forth in Exhibit B, with the exception of Claim Nos. 25, 26<sup>2</sup>(which Plaintiffs seek to consolidate to Claim to Claim No. 25), and Claim No. 53, are Claims that assert a secured claim, but are unperfected for failure to file a financing statement and are, thus, subordinate to Plaintiffs'

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<sup>2</sup> Claim Nos. 25, 26<sup>2</sup> (which Plaintiffs seek to consolidate to Claim to Claim No. 25), is further deficient because Claimant did not file a financing Statement in Delaware.

Claims. Claims No. 25, 26, and 53, filed financing statements, June 26, 2023 and August 26, 22, respectively, after Plaintiffs' financing statements, which were filed April 30, 2021. The financing statement corresponding to Claim Nos. 55-63 (which Plaintiffs seek to consolidated into Claim No. 55), also post-dates Plaintiffs' Claims, because it was filed March 22, 2024. Therefore, Claim Nos. 25, 26, 53, and 55-63, are all subordinate to Plaintiffs' Claims.

1. *Claims 7-12 (the "BR Ventures Claims") should be deemed subordinate to Plaintiff's Claims.*

BR Ventures submitted six Proofs of Claim Nos. 7-12 on August 6, 2024, as secured claims against Bellrock and "all additional defendants and all subsidiary or affiliated entities" arising out of the Note and Security Agreement. The BR Venture Claims are unsecured because as part of the Proof of Claim, BR Ventures did not submit any documents reflecting a UCC financing statement filed on behalf of the Collateral Agent or BR Ventures as to BR Brands. A search of the Delaware Secretary of State's UCC financing statement records for BR Brands revealed a June 19, 2020 financing statement filed by Jonathan Bull as Collateral Agent as secured by BR Brands. A search of the Colorado Secretary of State page does not reflect any such UCC financing statements, lapsed or otherwise.

In both Colorado and Delaware, "[a] debtor that is an organization and has more than one place of business is located at its chief executive office." *See* C.R.S. § 4-9-307(b)(3); Del. Code Ann. Tit. 6, § 9-307(b)(3). In Colorado, "A filed financing statement remains effective with respect to collateral that is sold, exchanged, leased, licensed, or otherwise disposed of and in which a security interest or agricultural lien continues, even if the secured party knows of or consents to the disposition." C.R.S. § 4-9-507.

Furthermore, the financing statement filed in Delaware would only remain effective as to the Collateral until the earliest of (1) the time perfection would have created under the law of that jurisdiction, (2) the expiration of four months after a change of a debtor's location to another jurisdiction; or (3) the expiration of one year after a transfer of collateral to a person that thereby becomes a debtor and is located in another jurisdiction. C.R.S. § 4-9-316(a).

Because Dixie/Bellrock was located in Colorado, to further perfect the security interest in the Collateral transferred to Dixie/Bellrock, Mr. Bull was generally required to perfect the lien under the laws of Colorado by filing a financing statement as to the Collateral with the Colorado Secretary of State within one year of the transfer of the Collateral. *See* C.R.S. § 4-9-310(a) (with certain exceptions, “a financing statement must be filed to perfect all security interests and agricultural liens.”); C.R.S. § 4-9-501(a) (if Colorado law governs perfection of a security interest or agricultural lien, the office in which to file a financing statement to perfect the security interest or agricultural lien, if not real property, is the office of the secretary of state).

Upon search of the Colorado Secretary of State, Mr. Bull did not file a financing statement as to either BR Brands or Dixie/Bellrock—as such, the security interest against the Collateral is no longer perfected, such that the Collateral no longer secures the obligations under the BR Brands notes; and thus, the BR Ventures Claims are subordinate to Plaintiffs' Claims.

### **Reservation of Rights**

Nothing contained herein shall operate as a waiver of any of the Plaintiffs' claims, rights, objections, or remedies as to any party or claim. Plaintiffs hereby reserves any and all rights it may have with respect to any Claim addressed herein or otherwise, and any agreements related thereto, and any collateral, and the relief requested herein. Without limiting the foregoing, Plaintiffs

reserves the right to seek to modify the relief requested herein as may be necessary to facilitate the Receivership and its operations, or as may otherwise be necessary to comply with the requirements of any order entered in this Case.

Moreover, nothing contained herein, is intended or shall be construed as: (i) an admission as to the validity, priority, or enforceability of Plaintiffs' Claims against the Receivership Entities and/or their lien against the Receivership Estate, (ii) a waiver of the Plaintiffs' rights to dispute any claim on any grounds, (iii) a promise to pay any claim; or (iv) an approval or assumption of any agreement, contract.

Likewise, if this Court grants any payment, such payment should not be construed as an admission to the validity of any claim or a waiver of the Plaintiff's rights to dispute such claim subsequently.

Dated: November 11, 2024

**AKERMAN LLP**

*s/ Adam L. Massaro*

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Adam L. Massaro (Reg No. 42812)  
1900 Sixteenth Street, Suite 950  
Denver, Colorado 80202

*Attorneys for Plaintiffs*

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that on November 11, 2024, I filed and served via Colorado Courts E-Filing a true and correct copy of the foregoing on all counsel of record.

*s/ Adam L. Massaro* \_\_\_\_\_

Adam L. Massaro (Reg No. 42812)  
1900 Sixteenth Street, Suite 950  
Denver, Colorado 80202

**Duplicate Claims-EXHIBIT A**

Ex. No.	Claimant	Claim Date	Is Claim Secured (S) / Unsecured (U)	If (S) Location of Collateral	Defendant Claim Against	Damages Amount	Consequential Damages	Interest Amount as of 3/25/24	Reason for Interest and Rate	Atty Fees Amount	Total Claimed Amount	Date Claim Arose	Claim Based Upon
25	Harvey, James	7/29/2024	S	See UCC-1 Filed	BRB DB Holdings, Inc.	\$ 3,000,000.00	TBD	\$ 549,565.00	Int. at 13% is contract rate which rose to 15% per agg. as Default Rate as of 1/19/23 at time of breach.	\$ 67,023.79	\$ 3,616,588.79	1/20/2023	Breach of Note, Sec. Agg. and Guaranty as a result of failure to timely and fully pay all int. and principal due and owing under docs executed in favor of Claimant dated 1/18/22.
26	Harvey, James	7/29/2024	S	See UCC-1 Filed	BellRock Brands, Inc.	\$ 3,000,000.00	TBD	\$ 549,565.00	Int. at 13% is contract rate which rose to 15% per agg. as Default Rate as of 1/19/23 at time of breach.	\$ 67,023.79	\$ 3,616,588.79	1/20/2023	Breach of Note, Sec. Agg. and Guaranty as a result of failure to timely and fully pay all int. and principal due and owing under docs executed in favor of Claimant dated 1/18/22.
55	Rose Capital Fund I, LP	8/9/2024	S	See docs.	BellRock Brands Inc.	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as og Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
56	Rose Capital Fund I, LP	8/9/2024	S	See docs.	BRB DB Holdings Inc.	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as og Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
57	Rose Capital Fund I, LP	8/9/2024	S	See docs.	BRB Mary's Holdings Corp.	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as og Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.

58	Rose Capital Fund I, LP	8/9/2024	S	See docs.	DB Finance Nevada, LLC	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
59	Rose Capital Fund I, LP	8/9/2024	S	See docs.	DB Oklahoma, LLC	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
60	Rose Capital Fund I, LP	8/9/2024	S	See docs.	Dixie Brands (USA), Inc.	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
61	Rose Capital Fund I, LP	8/9/2024	S	See docs.	Mary's Nutritionals, LLC	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
62	Rose Capital Fund I, LP	8/9/2024	S	See docs.	Mary's Operations, LLC	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.

63	Rose Capital Fund I, LP	8/9/2024	S	See docs.	Mary's Pets, LLC	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of Interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
67	Schweibold, Andrew	8/9/2024	S	See docs.	BellRock Brands Inc.	\$ 500,000.00		\$ 236,194.00	Secured Promissory Note agreement dated Apr. 19, 2021 with an original rate of interest of 15% The Secured Promissory Note was replaced by the Promissory Note dated December 30, 2022 with an interest rate of 15%. As of default date, interest has been accruing at 25%.	-	\$ 736,194.00	4/19/2021	Execution of Secured Promissory Note dated as of Apr. 19, 2021 and replaced in total with the execution of the Promissory Note dated December 30, 2022. As well as the related Guaranty and Security Agreement dated Apr. 19, 2021 and the First Amended and Restated Security Agreement executed Dec. 30, 2022. and effective Apr. 19, 2022. The Promissory Note is in default as of Dec. 30, 2023.
69	Schweibold, Andrew	8/9/2024	S	See docs. Location has not changed since execution.	BRB Mary's Holdings Corp.	\$ 500,000.00	-	\$ 236,194.00	Sec Promissory Note dated 4/19/21 with rate of 15%. The Sec Promissory Note replaced by Note 12/30/22 with int. rate of 15%. As a default rate, int. accruing at 25%.	\$ -	\$ 736,194.00	4/19/2021	Execution of Sec. Promissory Note dated 04/19/21 and replaced in total with execution of Promissory Note dated 4/19/21 and First Amd and Restated Sec Agg. Executed 12/30/22, eff. 4/19/22. Note is in default as of 12/30/23.
70	Schweibold, Andrew	8/9/2024	S	See docs. Location has not changed since execution.	DB Finance Nevada, LLC	\$ 500,000.00	\$ -	\$ 236,194.00	Sec Promissory Note dated 4/19/21 with rate of 15%. The Sec Promissory Note replaced by Note 12/30/22 with int. rate of 15%. As a default rate, int. accruing at 25%.	\$ -	\$ 736,194.00	4/19/2021	Execution of Sec. Promissory Note dated 04/19/21 and replaced in total with execution of Promissory Note dated 4/19/21 and First Amd and Restated Sec Agg. Executed 12/30/22, eff. 4/19/22. Note is in default as of 12/30/23.
71	Schweibold, Andrew	8/9/2024	S	See docs. Location has not changed since execution.	DB Oklahoma LLC	\$ 500,000.00	\$ -	\$ 236,194.00	Sec Promissory Note dated 4/19/21 with rate of 15%. The Sec Promissory Note replaced by Note 12/30/22 with int. rate of 15%. As a default rate, int. accruing at 25%.	\$ -	\$ 736,194.00	4/19/2021	Execution of Sec. Promissory Note dated 04/19/21 and replaced in total with execution of Promissory Note dated 4/19/21 and First Amd and Restated Sec Agg. Executed 12/30/22, eff. 4/19/22. Note is in default as of 12/30/23.

72	Schweibold, Andrew	8/9/2024	S	Sec docs. Location has not changed since execution	Dixie Brands (USA), Inc.	\$ 500,000.00	\$ -	\$ 236,194.00	Sec Promissory Note dated 4/19/21 with rate of 15%. The Sec Promissory Note replaced by Note 12/30/22 with int. rate of 15%. As a default rate, int. accruing at 25%.	\$ -	\$ 736,194.00	4/19/2021	Execution of Sec. Promissory Note dated 04/19/21 and replaced in total with execution of Promissory Note dated 4/19/21 and First Amd and Restated Sec Agg. Executed 12/30/22, eff. 4/19/22. Note is in default as of 12/30/23.
73	Schweibold, Andrew	8/9/2024	S	See docs. Location has not changed since execution.	Mary's Nutritionals, LLC	\$ 500,000.00	\$ -	\$ 236,194.00	Sec Promissory Note dated 4/19/21 with rate of 15%. The Sec Promissory Note replaced by Note 12/30/22 with int. rate of 15%. As a default rate, int. accruing at 25%.	\$ -	\$ 736,194.00	4/19/2021	Execution of Sec. Promissory Note dated 04/19/21 and replaced in total with execution of Promissory Note dated 4/19/21 and First Amd and Restated Sec Agg. Executed 12/30/22, eff. 4/19/22. Note is in default as of 12/30/23.
74	Schweibold, Andrew	8/9/2024	S	See docs. Location has not changed since execution.	Mary's Operations, LLC	\$ 500,000.00	\$ -	\$ 236,194.00	Sec Promissory Note dated 4/19/21 with rate of 15%. The Sec Promissory Note replaced by Note 12/30/22 with int. rate of 15%. As a default rate, int. accruing at 25%.	\$ -	\$ 736,194.00	4/19/2021	Execution of Sec. Promissory Note dated 04/19/21 and replaced in total with execution of Promissory Note dated 4/19/21 and First Amd and Restated Sec Agg. Executed 12/30/22, eff. 4/19/22. Note is in default as of 12/30/23.
75	Schweibold, Andrew	8/9/2024	S	See docs. Location has not changed since execution.	Mary's Pets, LLC	\$ 500,000.00	\$ -	\$ 236,194.00	Sec Promissory Note dated 4/19/21 with rate of 15%. The Sec Promissory Note replaced by Note 12/30/22 with int. rate of 15%. As a default rate, int. accruing at 25%.	\$ -	\$ 736,194.00	4/19/2021	Execution of Sec. Promissory Note dated 04/19/21 and replaced in total with execution of Promissory Note dated 4/19/21 and First Amd and Restated Sec Agg. Executed 12/30/22, eff. 4/19/22. Note is in default as of 12/30/23.

Subordinate Claims - Exhibit B

Ex. No.	Claimant	Claim Date	Is Claim Secured (S) / Unsecured (U)	If (S) Location of Collateral	Defendant Claim Against	Damages Amount	Consequential Damages	Interest Amount as of 3/25/24	Reason for Interest and Rate	Atty Fees Amount	Total Claimed Amount	Date Claim Arise	Claim Based Upon
1	Awal, Arjan	7/15/2024	S	Bell Rock Brands	Bell Rock Brands, Inc.	\$ 100,000.00	\$ -	\$ 68,025.00	Contract Stipulated 15% int Paid after 3 yr. term	\$ -	\$ 168,025.00	Mar-24	Invested \$100k into BellRock Brands, Terms were 3 yrs. at 15% int. per yr. Note was due March and was not paid.
7	BR Ventures I,LLP	8/6/2024	S	See Sec Agg Doc	BellRock Brands, Inc. all addn' Defs. and all Subsidiary or affiliated entities	\$ 95,163.51	\$ 753.07	\$ 71,756.87	as of 3/25/24 Interest in Sr. Sec Note was 15%, to be compound annually	\$ -	\$ 167,673.45	3/28/2023	Senior Convertible Note with BR Brands, LLC, new Bell Rock Brands, Inc. Note dated 3/19/20 in amount of \$95,163.51. Note matured 3/19/23, and no principal or 15% annually compounding interest was paid. Interest is to compound until ultimate rate repayment.
8	BR Ventures I,LLP	8/6/2024	S	See Sec Agg Doc	BellRock Brands, Inc. all addn' Defs. and all Subsidiary or affiliated entities	\$ 60,000.00	\$ 474.81	\$ 45,026.63	Interest in Sr. Sec Note was 15%, to be compound annually	\$ -	\$ 105,501.44	3/24/2023	Senior Convertible Note with BR Brands, LLC, new Bell Rock Brands, Inc. Note dated 3/24/20 in amount of \$60K. Note matured 3/24/23, and no principal or 15% annually compounding interest was paid. Interest is to compound until ultimate rate repayment.
9	BR Ventures I,LLP	8/6/2024	S	See Sec Agg Doc	BellRock Brands, Inc. all addn' Defs. and all Subsidiary or affiliated entities	\$ 41,081.75	\$ 325.10	\$ 30,286.63	Interest in Sr. Sec Note was 15%, to be compound annually	\$ -	\$ 71,693.48	4/24/2023	Senior Convertible Note with BR Brands, LLC, new Bell Rock Brands, Inc. Note dated 4/14/20 in amount of \$41,081.75. Note matured 4/14/23, and no principal or 15% annually compounding interest was paid. Interest is to compound until ultimate rate repayment.
10	BR Ventures I,LLP	8/6/2024	S	See Sec Agg Doc	BellRock Brands, Inc. all addn' Defs. and all Subsidiary or affiliated entities	\$ 50,000.00	\$ 395.67	\$ 31,106.44	Interest in Sr. Sec Note was 15%, to be compound annually	\$ -	\$ 83,502.11	8/12/2023	Senior Convertible Note with BR Brands, LLC, new Bell Rock Brands, Inc. Note dated 8/12/20 in amount of \$50K. Note matured 8/12/23, and no principal or 15% annually compounding interest was paid. Interest is to compound until ultimate rate repayment.
11	BR Ventures I,LLP	8/6/2024	S	See Sec Agg Doc	BellRock Brands, Inc. all addn' Defs. and all Subsidiary or affiliated entities	\$ 100,000.00	\$ 791.35	\$ 65,712.87	Interest in Sr. Sec Note was 15%, to be compound annually	\$ -	\$ 166,504.22	8/20/2023	Senior Convertible Note with BR Brands, LLC, new Bell Rock Brands, Inc. Note dated 8/20/20 in amount of \$100K. Note matured 8/20/23, and no principal or 15% annually compounding interest was paid. Interest is to compound until ultimate rate repayment.
12	BR Ventures I,LLP	8/6/2024	S	See Sec Agg Doc	BellRock Brands, Inc. all addn' Defs. and all Subsidiary or affiliated entities	\$ 100,000.00	\$ 791.35	\$ 63,462.81	Interest in Sr. Sec Note was 15%, to be compound annually	\$ -	\$ 164,254.16	9/25/2023	Senior Convertible Note with BR Brands, LLC, new Bell Rock Brands, Inc. Note dated 9/25/20 in amount of \$100K. Note matured 9/25/23, and no principal or 15% annually compounding interest was paid. Interest is to compound until ultimate rate repayment.
13	Bull, Jonathan	8/12/2024	S	Def. and/or Receiver	All Defs.	\$ 200,000.00	\$ -	\$ 150,951.00	15% per contract	\$ -	\$ 350,951.00	3/13/2020	Sr. Secured Convertible Promissory Notes dated 3/13/20
14	Creek Crossing Loop II, LLC	8/8/2024	S	See Sec Agg Attached	Bell Rock Brands	\$ 75,000.00	\$ -	\$ 56,661.00	Promissory Note 15% per annum accrued as 3/25/24	\$ 520.00	\$ 132,181.00	3/13/2023	Payment Default of Promissory Note and other breaches of contract
15	DeNucci & Associates LLC	8/8/2024	S	See Sec Agg Attached	Bell Rock Brands, Inc.	\$ 8,165.00	\$ -	\$ 6,215.00	Interest in Note was provided at 15% compounded annually.	\$ -	\$ 14,880.00	3/13/2023	Invested in Sec. Conv. Promissory note with BR Brands LLC, now Bell Rock Brands. Note dated 3/13/20 was in amount of \$8,165. Interest accrued 15% annually. Note matured 3/13/23 and all principal and interest remain unpaid.
16	Dick, Gundersen, and Dick Partnership	7/17/2024	S	See Docs attached	All Defs	\$ 20,000.00	\$ -	\$ 14,980.13	Promissory Note based on language in intro bkg. "For Value Received" on pg. 1 of the Note	\$ -	\$ 34,980.13	3/13/2021	Failure to pay interest due on first annual payment and language in Sect. 2(a) "Failure to Pay" of the BR Brands LLC Promissory Note
17	Dick, Gundersen, and Dick Partnership	8/12/2024	S	See attached docs See Agg	All Defs	\$ 91,255.00	\$ -	\$ 136,349.00	Promissory Notes all ref. to int. and defaulted int. etc.	\$ -	\$ 227,604.00	4/28/2022	"Event of Default" Failure to pay int. and principal when due and payable under terms of Secured Promissory Note in Sec. 4(a) dated 4/19/21. "Note this claim continues to accrue beyond the claim date of 3/25/24.
18	Fall Creek Partners, LLC	8/8/2024	S	See attached Sec. Agg	BellRock Brands, Inc.	\$ 250,000.00	\$ -	\$ 189,767.00	Interest in Note was provided at 15% compounded annually.	\$ -	\$ 439,767.00	3/13/2023	Invested in Sec. Conv. Promissory note with BR Brands LLC, now Bell Rock Brands. Note dated 3/13/20 was in amount of \$250K. Interest accrued 15% annually. Note matured 3/13/23 and all principal and interest remain unpaid.
21	Friedman, Jacques	7/16/2024	S	See Sec. Agg Doc	BellRock Brands, Inc.	\$ 300,000.00	\$ -	\$ 227,505.00	Interest in Note was provided at 15% compounded annually.	\$ -	\$ 527,505.00	3/13/2023	Entered into Sec. Conv. Promissory note with BR Brands LLC, now Bell Rock Brands. Note dated 3/13/20 was in amount of \$300K. Interest accrued 15% annually. Note matured 3/13/23 and all principal and interest remain unpaid.
22	Friedstein, Jeffrey	8/8/2024	S	See Sec. Agg Doc	BellRock Brands, Inc.	\$ 12,500.00	\$ -	\$ 9,434.00	Interest in Note was provided at 15% compounded annually.	\$ -	\$ 21,934.00	3/13/2023	Entered into Sec. Conv. Promissory note with BR Brands LLC, now Bell Rock Brands. Note dated 3/13/20 was in amount of \$12,500. Interest accrued 15% annually. Note matured 3/13/23 and all principal and interest remain unpaid.
25	Harvey, James	7/29/2024	S	See UCC-1 Filed	BRB DB Holdings, Inc.	\$ 3,000,000.00	TBD	\$ 545,565.00	Int. at 13% in contract rate which rose to 15% per ag. as Default Rate as of 1/19/23 at time of breach.	\$ 67,023.79	\$ 3,616,588.79	1/20/2023	Breach of Note, Sec. Agg. and Guaranty as a result of failure to timely and fully pay all int. and principal due and owing under docs executed in favor of Claimant dated 1/18/22.
26	Harvey, James	7/29/2024	S	See UCC-1 Filed	BellRock Brands, Inc.	\$ 3,000,000.00	TBD	\$ 545,565.00	Int. at 13% in contract rate which rose to 15% per ag. as Default Rate as of 1/19/23 at time of breach.	\$ 67,023.79	\$ 3,616,588.79	1/20/2023	Breach of Note, Sec. Agg. and Guaranty as a result of failure to timely and fully pay all int. and principal due and owing under docs executed in favor of Claimant dated 1/18/22.
28	Hogan, Richard	8/8/2024	S	See Sec. Agg. Doc	BellRock Brands, Inc. and all other Defs	\$ 12,500.00	\$ -	\$ 31,950.00	Int. on note was provided at 15% compounded annually. BellRock Brands has provided all relevant docs.	\$ -	\$ 81,950.00	3/13/2023	Entered in Secured Conv. Promissory Note with BR Brands LLC, now BellRock Brands, Inc. Note dated 9/18/20 was in amount of \$50K. Interest accrued at 15% annually. Note matured 3/13/23 and all principal and interest remain unpaid.
32	J2 LLC	8/8/2024	S	See Sec. Agg. Doc	BellRock Brands, Inc.	\$ 50,000.00	\$ -	\$ 9,434.00	Int. on note was provided at 15% compounded annually.	\$ -	\$ 21,934.00	3/13/2023	Invested in Secured Conv. Promissory Note with BR Brands LLC, now BellRock Brands, Inc. Note dated 3/13/20 was in amount of \$12,500. Int. has accrued 15% annually. The note matured 3/13/23 and all principal and int. remain unpaid.
34	Jonathan K. Bell Revocable Trust	8/12/2024	S	Control of Defs. and/or Receiver	All Defs	\$ 4,532,789.00	\$ -	\$ 3,265,809.00	15% per contract	\$ -	\$ 7,798,598.00	3/13/2020	Senior Secured Conv. Promissory Note dated as of 3/13/20
37	JSM Management, LLC	6/6/2024	S	Unknown	BRB DB Holdings, Inc.	\$ 46,394.00	\$ -	\$ 35,140.17	Int of 15% per annum as per Sec. Conv. Note dated 3/13/20	\$ -	\$ 81,534.17	3/25/2024	3/13/20 - Secured Convertible Promissory Note in favor of JSM Mgt LLC. On 10/31/20, the Note and amounts owing under the Note transferred from the original lender BR Brands LLC to BRB DB Holdings, LLC
40	Keller, Holly	7/24/2024	S	BellRock Brands, Inc.	BellRock Brands	\$ 100,000.00	\$ -	\$ 68,025.00	Contract Stipulated 15% int. per yr. with full repayment of note plus int. Page after 3 yr. term Int from 6/26/24-8/23/23	\$ -	\$ 168,025.00	Mar-24	Invested \$100k into BellRock Brands, Terms were 3 yrs. at 15% int. per yr. Note was due March 2024 and was not paid.
41	Lotesberg, Glenn	8/1/2024	S	See attached	All Defs, including BR Brands, LLC	\$ 150,000.00	TBD	\$ 78,131.25	As per secured conv promissory note, outstanding principal amount, together with int. from date of Sec Conv Note on the agreed balance	\$ 2,200.00	\$ 230,331.25	6/23/2023	Secured Conv. Promissory Note - Events of Default Sect. 2 under payments: a) Failure to pay all unpaid principal, together with any then unpaid and accrued int. and other amounts payable hereunder shall be due and payable, subject to Sect. 4, on the third anniversary of date hereof (maturity date)
42	Macab Group, LLC (Brandon Lipari)	5/28/2024	S	Unknown	BR Brands LLC	\$ 300,000.00	\$ -	\$ 241,521.09	Int is provided in Note at 15% per annum, compounded annually	\$ 15,000.00	\$ 556,521.09	3/13/2020	Note, Note and Warrant Purchase Agg. Sec. Agg. Private Placement Memo
44	Myers, Chris	6/20/2024	S	See attached BR Brands - Sec. Agg	BellRock Brands, Inc.	\$ 50,000.00	\$ -	\$ 34,606.48	Note compounds at contracted rate of 15% per yr.	\$ -	\$ 84,606.48	6/26/2020	Entered into Sec. Conv. Promissory Note with BR Brands LLC (now BellRock Brands, Inc.) for \$50K. Interest in compounded annually at 15% per year. Note was for 3 yrs. and matured on 6/26/23 without payment of any principal and int.
45	Nettesheim, Alexandra & Kyle	8/6/2024	S	See docs.	All Defs. including BellRock Brands, Inc., BRB Holdings, Inc., BRB Mary's Holdings Corp., Dixie Brands (USA), Inc.	\$ 100,000.00	\$ -	\$ 74,900.62	Int in note provided at 15% compounded annually until principal and interest are repaid in full.	\$ 1,158.50	\$ 176,060.12	3/13/2023	Entered into Sec. Conv. Promissory Note with BR Brands LLC (now BellRock Brands, Inc.) dated 3/13/20, for \$100K. Interest accrued at 15% annually, with maturity of 3 yrs. post issuance on 03/13/23. All principal and interest remain unpaid. Note also warrant purchase agg. as outlined in docs. Reserves right to amend claim.
47	ODE, LLC	8/8/2024	S	See docs.	Bell Rock Brands Inc.	\$ 250,000.00	\$ -	\$ 189,588.00	Interest and the rate thereon (e.g. contract, statute, etc.); Interest in the note was provided at 15%, compounded annually.	\$ (44,998.00)	\$ 394,590.00	3/13/2023	I invested in a secured convertible promissory note with BR Brands LLC, now BellRock Brands, Inc. The note, dated 3/13/20, was in the amount of \$250,000. Interest has accrued at 15% annually. The note matured on 3/13/23 and all principal and interest remain unpaid.
48	Pearce, John	7/17/2024	S	See docs.	All Defs. including BellRock Brands, Inc., BRB Holdings, Inc., BRB Mary's Holdings Corp., Dixie Brands (USA), Inc.	\$ 20,000.00	\$ -	\$ 14,980.13	Promissory note based on language in the introduction beginning "for value received on page 1 of the Note"	\$ -	\$ 34,980.13	3/13/2021	Failure to pay interest due on first annual payment and language in Sect. 2(a) "Failure to Pay" of the BR Brands LLC Promissory Note
53	Rise Investments International II Series 7, LLC	8/12/2024	S	Unknown	BellRock Brands Inc., BRB DB Holdings, Inc., BRB Mary's Holdings Corp., Dixie Brands (USA) Inc., Mary's Operations, LLC, Mary's Pets, LLC, Mary's, Nutritionals, LLC, DB Finance Nevada, LLC and DB Oklahoma, LLC	\$ 1,072,431.24	\$ -	\$ 673,685.97	See docs.	\$ -	\$ 1,746,117.21	4/29/2021	Secured Promissory Note dated Apr. 19, 2021, amended by First Amendment to Secured Promissory Note effective Apr. 19, 2022 (as amended, the "Note"). Note is secured by Guaranty and Security Agreement dated Apr. 19, 2021 amended by First Amended and Restated Security Agreement effective Apr. 19, 2022 (as amended, the "Security Agreement")
54	Riverdale Trust	6/6/2024	S	Unknown	BRB DB Holdings Inc.	\$ 28,449.00	\$ -	\$ 21,548.11	Interest of 15% Per Annum - Secured Convertible Promissory Note	\$ -	\$ 49,997.11	3/25/2024	March 13, 2020 - Secured Convertible Promissory Note in favour of Riverdale Trust, Note: Oct. 13, 2020, the Note and Amounts owing under the Note transferred from the original lender, BR Brands LLC, to BRB DB Holdings Inc.
55	Rose Capital Fund I, LP	8/9/2024	S	See docs.	BellRock Brands Inc.	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
56	Rose Capital Fund I, LP	8/9/2024	S	See docs.	BRB DB Holdings Inc.	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
57	Rose Capital Fund I, LP	8/9/2024	S	See docs.	BRB Mary's Holding Corp.	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
58	Rose Capital Fund I, LP	8/9/2024	S	See docs.	DB Finance Nevada, LLC	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.
59	Rose Capital Fund I, LP	8/9/2024	S	See docs.	DB Oklahoma, LLC	\$ 3,600,000.00	\$ 180,000.00	\$ 2,269,000.00	Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022 Org. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$ 75,000.00	\$ 6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.

60	Rose Capital Fund I, LP	8/9/2024	S	See docs.					Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022. Orig. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$	75,000.00	\$	6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.		
					Diale Brands (USA), Inc.	\$	3,600,000.00	\$	180,000.00	\$	2,269,000.00						
61	Rose Capital Fund I, LP	8/9/2024	S	See docs.					Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022. Orig. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$	75,000.00	\$	6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.		
					Mary's Nutritionals, LLC	\$	3,600,000.00	\$	180,000.00	\$	2,269,000.00						
62	Rose Capital Fund I, LP	8/9/2024	S	See docs.					Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022. Orig. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$	75,000.00	\$	6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.		
					Mary's Operations, LLC	\$	3,600,000.00	\$	180,000.00	\$	2,269,000.00						
63	Rose Capital Fund I, LP	8/9/2024	S	See docs.					Secured Promissory Note agreement dated Aug. 18, 2021 as amended June 28, 2022. Orig. rate of interest 15% increasing to 20% on 1/1/2022. On 1/1/2023 interest rate increased to 25% per First Amendment to Secured Promissory Note dated June 28, 2022. As of default interest has been accruing at 35%.	\$	75,000.00	\$	6,124,000.00	8/18/2021	Execution of Secured Promissory Note dated as of Aug. 18, 2021 (as amended on June 28, 2022), and with an extended maturity date of Aug. 28, 2023), and the related Guaranty and Security Agreement dated as of Aug. 18, 2021. The Secured Promissory Note is in default as of Aug. 28, 2023.		
					Mary's Pets, LLC	\$	3,600,000.00	\$	180,000.00	\$	2,269,000.00						
64	San Marco EPC Fund, LLC	7/6/2024	S	Any rights by the BR Brands LLC Agreement dated Apr. 24, 2019	BR Brands LLC	\$	150,000.00	-	-	N/A	-	\$	150,000.00	2/1/2020	Signed subscription Agreement dated 2/1/2020		
65	San Marco EPC Fund, LLC	7/6/2024	S	See docs.	BR Brands LLC	\$	70,592.89	-	\$	30,592.89	\$40,000 Note, 15% interest rate per note terms, \$30,592.89 interest accrues	-	\$	70,592.89		These notes are past due and in default attempts to collect have been unsuccessful the company has been non respondent	
66	Sandler, Ron	7/5/2024	S	See docs.	BR Brands LLC/BR Brands Inc.	\$	75,000.00	-	\$	49,939.42	Contract rate 15% compounded yearly	-	\$	124,939.42		Default of secured convertible promissory note dated Aug. 7, 2020 for \$75,000.00, note originally held as "Randler Rd LLC" and transferred to "Ron Sandler Trust" effective Sept. 1, 2021.	
76	Shamuck, Jarret & Sarah	7/31/2024	S	Unknown	BR Brands LLC, successors and assigns	\$	100,000.00	\$	-	\$	65,753.42			3/13/2020	Execution of Sec. Conv. Promissory Note in favor of Jarret M. Shattuck and Sarah M. Shattuck.		
77	Singh, Kabir	5/30/2024	S	BellRock Brands, Inc.	BellRock Brands, Inc.	\$	50,000.00	\$	-	\$	22,500.00			3/13/2023	Holder of BR Brand Notes dated 3/2020. BellRock Brands Inc. assumed substantially all liabilities and assets of BR Brands including the "BR Brands Notes" The note matured in 3/2023 and principal and int. remains unpaid.		
79	Steib, Paul	6/18/2024	S	All assets	BR Brands, LLC	\$	52,925.26	\$	-	\$	22,925.26				Not listed	These notes are past due and in default. Attempt to contact the co. and proceed with collection efforts have been unsuccessful.	
82	Sustainable USA, LLC	6/6/2024	S	Unknown	BRB DB Holdings, Inc.	\$	293,228.00	\$	-	\$	222,899.47			3/25/2024	03/13/20 Sec. Convertible Promissory Note in favor of Sustainable USA LLC. Note - On 10/31/20, the Note and amounts owing under the Note transferred from org. lender, BR Brands LLC to BRB DB Holdings, Inc.		
83	Turner, Colyn & Wendy	8/7/2024	S	Unknown	Mary's Operations, LLC and/or its affiliates	\$	(300,000.00)	Unknown	Unknown	Unknown		\$	40,000.00	\$	(260,000.00)	3/25/2024	Entered into Certain Materials Purchase Agg. On 04/2017 for Turner to supply materials. Turner granted limited license to Mary's use of certain Turner's IP associated with materials. Failing to pay amounts due, Payment of unsatisfied amount for use of IP; use of Goods and IP after term. of agg., failure to comply with law.
87	Wembelger, LLC (Steve Diverman)	6/16/2024	S	Attached signed doc.	All Defs.	\$	60,835.00	\$	-	\$	9,125.25				3/13/2023	Sec. Convertible Promissory Note signed 3/13/20 which matured 03/13/23	
88	Went, Lawrence	8/9/2024	S	Collateral Agg. Is with company	All Defs. Listed above	\$	50,000.00	\$	-	\$	33,294.00				3/25/2024	Entered into Sec. Convertible Promissory Note with BR Brands LLC (now BellRock Brands) for \$50k. The Company has all signed docs on file.	
23	Gallup, Trevor	8/8/2024	US	Not listed	All Defs	\$	3,490,235.00	TBD	TBD	Int. at statutory pre- and post-judgment int. if awarded recession on Note at hrg. adjudicating claim or, at rate in Gallup Note and Agg. - 7%		TBD	\$	3,490,235.00	May-19	See Int Amd CP. 3rd Party CP filed 6/27/24. Gallup Agg. must be rescinded and all assets must be returned to Gallup and Honderd. Gallup claims that sec. interest given to Plaintiff group, High St. Group, and all other sec. creditors with int. after Gallup Agg. must be vacated as fraudulent transfers.	
29	Honderd, Lynn	8/8/2024	US	Not listed	All Defs	\$	6,003,384.00	TBD	TBD	Int. at statutory pre- and post-judgment int. if awarded recession on Note at hrg. adjudicating claim or, at rate in Gallup Note and Agg. - 7%		TBD	\$	6,003,384.00	May-19	See Int Amd CP. 3rd Party CP filed 6/27/24. Honderd Agg. must be rescinded and all assets must be returned to Gallup and Honderd. Honderd claims that sec. interest given to Plaintiff group, High St. Group, and all other sec. creditors with int. after Gallup Agg. must be vacated as fraudulent transfers.	
35	Joshi, Satyavrat	8/8/2024	US	Any insurance	See list Exh 1	Contingent	Contingent	\$	-	N/A		Contingent	\$	-	only if claim made	In event a claim is made for any acts, transactions or events relating to any aspect of employment or role as officer, dir., or service provider.	

## Filed Financing Statements-Exhibit C

State Filing	Debtor	Secured Party	File Type	Collateral	Date of Filing	Lapse Date	File #
CO	BellRock Brands Inc BRB DB Holdings Inc BRB Mary's Holdings Corp DB Finance Nevada LLC DB Oklahoma LLC Dixie Brands (USA) Inc Mary's Nutritionals LLC Mary's Operations LLC Mary's Pets LLC	High Street Capital Partners LLC	UCC	Blanket  Including investment properties: B2L Worldwide Inc, Eaze Technologies Inc, Edgewater Foods Inc, Lost County, Inc.	4/13/2023	4/13/2028	2023-2035679
CO	BellRock Brands Inc BRB DB Holdings Inc	Ross Berman c/o HumanCo LLC Jason H Karp c/o HumanCo LLC Andrew Schweibold	UCC	Blanket  Including investment properties: BRB DB Holdings, Inc.; BRB Mary's Holdings Corp., Dixie Brands (USA) Inc., Edgewater Foods, Inc., Lost County, Inc., Eaze Technologies, Inc.	4/30/2021	4/30/2026	2021-2041093
CO	BellRock Brands Inc	Rise Investments International II Series 7 LLC	UCC	All property, assets and undertaking of Debtor, whether now or hereafter acquired, and wherever located.	8/26/2022	8/26/2027	2022-2087883
CO	BellRock Brands Inc DRB DB Holdings Inc	James Harvey	UCC	Blanket	6/26/2023	6/26/2028	2023-2061708
DE	BellRock Brands Inc BRB DB Holdings Inc	Jason H Karp Ross Berman Andrew Schweibold	UCC	Blanket  Including investment properties: BRB DB Holdings, Inc.; BRB Mary's Holdings Corp., Dixie Brands (USA) Inc., Edgewater Foods, Inc., Lost County, Inc.,	4/30/2021	4/30/2026	2021-3371664
DE	BRB DB Holdings Inc	Rise Investments International II Series 7 LLC	UCC	All property, assets and undertaking of Debtor, whether now or hereafter acquired, and wherever located.	8/26/2022	8/26/2027	2022-7163595
DE	BellRock Brands Inc BRB DB Holdings Inc BRB Mary's Holdings Corp Dixie Brands (USA) Inc Mary's Operations LLC Mary's Pets LLC Mary's Nutritionals LLC DB Finance Nevada LLC DB Oklahoma LLC	High Street Capital Partners LLC	UCC	Blanket  Including investment properties: B2L Worldwide Inc, Eaze Technologies Inc, Edgewater Foods Inc, Lost County, Inc.	4/14/2023	4/14/2028	2023-2753290
CO	DB Oklahoma LLC Mary's Nutritionals LLC Mary's Operations LLC Mary's Pets LLC	Rose Capital Fund 1, LP	UCC	All of such Debtors right, title and interest in and to all property, assets and undertaking of such Debtor, whether now or hereafter acquired, including without limitation, all equipment, inventory, furniture and fixtures wherever located	3/22/2024		2024-2026140

<p>DISTRICT COURT, CITY AND COUNTY OF DENVER, STATE OF COLORADO 1437 Bannock Street Denver, Colorado 80202</p>	
<p><b>Plaintiffs:</b> ROSS BERMAN, JASON H. KARP, IMJ I LLC, a Delaware limited liability company, RACHEL FARBER REVOCABLE TRUST, STEPHEN FARBER REVOCABLE TRUST, AND RED CLOUD CAPITAL, LLC, a Connecticut limited liability company,</p> <p>v.</p> <p><b>Defendants:</b> BELLROCK BRANDS INC., a British Columbia corporation, BRB DB HOLDINGS, INC., a Delaware corporation, BRB MARY’S HOLDINGS CORP., a Delaware corporation, DIXIE BRANDS (USA) INC., a Delaware corporation, MARY’S OPERATIONS, LLC, a Colorado limited liability company, MARY’S PETS, LLC, a Colorado limited liability company, MARY’S NUTRITIONALS, LLC, a Colorado limited liability company, DB FINANCE NEVADA, LLC, a Nevada limited liability company, and DB OKLAHOMA, LLC, a Colorado limited liability company.</p>	<p style="text-align: center;">▲ COURT USE ONLY ▲</p>
<p>Attorneys for Receiver-Manager: West 4th Holdings, LLC:</p> <p>Jordan Factor, #38126 Bailey C. Pompea, #48597 Jackson K. Gardner, #49013 ALLEN VELLONE WOLF HELFRICH &amp; FACTOR P.C. 1600 Stout St., Suite 1900 Denver, Colorado 80202 Phone Number: (303) 534-4499 E-mail: jfactor@allen-vellone.com E-mail: bpompea@allen-vellone.com E-mail: jgardner@allen-vellone.com</p>	<p>Case Number: 2024CV30763</p> <p>Division/Courtroom: 466</p>
<p><b>SECURED CREDITOR JAMES A. HARVEY’S COMBINED OBJECTION TO LYNN HONDERD’S PROOF OF CLAIM</b></p>	

Secured Creditor, James A. Harvey, by and through undersigned counsel, hereby submits his Objections to the Claim of Lynn Honderd (Claim 29) submitted to the Receiver in the above matter, and in support thereof, states as follows:

1. James A. Harvey hereby adopts fully and incorporates by reference the entirety of the Procedural and Factual Background and every Objection set forth in the Receiver's Objection to Lynn Honderd's Proof of Claim (Claim 27) as well as any Objections asserted to Claim 27 by any other secured creditors, as though fully stated here.

2. James A. Harvey hereby relies upon and fully incorporates by reference the legal and factual basis set forth by the Receiver asserted in support of the Receiver's objections to Claim 27 as though the same were fully stated herein.

3. As a result of Honderd's failure to file financial statements or her security interest otherwise becoming unperfected, (if ever perfected), Honderd's interests are now entirely unsecured and the entirety of the obligation owed by Defendants to James A. Harvey, a perfected secured creditor, is superior to Honderd's claim against the Defendants.

4. Honderd submitted her Proof of Claim to the Receiver as a secured claim, asserting that she had a perfected security interests rendering it a secured creditor with priority over other secured creditors, including James A. Havey. James A. Harvey submits that to the extent Honderd was ever a secured creditor, or perfected secured creditor, she no longer enjoys secured creditor status and is an unsecured creditor of the Defendant at best. As such, any amount claimed by Honderd in Claim 23 is subordinate to perfected secured creditor James A. Harvey.

5. James A. Harvey therefore objects to the Claim of Lynn Honderd (Claim 27) as secured interest and requests that the Court find that the Honderd claim is unsecured and are entirely subordinate to the obligations owed by Defendants to James A. Harvey as a perfected secured creditor and should be ordered disallowed.

6. James A. Harvey reserves the right to object to the amounts claimed by Honderd as to the debt actually owed as being overstated.

7. James A. Harvey reserves the right to object to the entitlement or reasonableness of any attorneys fees included as a part of the Claim 27, as well as raise further objections as additional information becomes available, including as to the priority of distribution among secured creditors should the claimant be found a secured creditor.

WHEREFORE, secured creditor James A. Harvey requests entry of a court order disallowing Lynn Honderd's Claim 27 as a secured claim and declare the obligation claimed an unsecured obligation and grant such further relief as the Court deems appropriate.

DATED this 11th day of November 2024.

Respectfully Submitted,

CASSIDY LAW, PLC

By: /s/ Meghan W. Cassidy

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