

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

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|--|---|--------------------------------------|
| UNITED STATES SECURITIES AND EXCHANGE COMMISSION, |) | |
| |) | |
| Plaintiff, |) | Civil Action No. 18-cv-5587 |
| |) | |
| v. |) | Hon. Manish S. Shah |
| |) | |
| EQUITYBUILD, INC., EQUITYBUILD FINANCE, LLC, JEROME H. COHEN, and SHAUN D. COHEN, |) | Magistrate Judge Young B. Kim |
| |) | |
| Defendants. |) | |

**RECEIVER’S MOTION FOR LEAVE TO FILE SUR-RESPONSE
IN SUPPORT OF HIS SUBMISSION ON GROUP 2 CLAIMS**

Receiver, Kevin B. Duff, respectfully moves for leave to submit the attached sur-response (Exhibit A) to assist the Court regarding certain issues and arguments that were raised in various reply submissions (Dkt. 1581, 1585, 1587, 1588) with respect to the resolution of the claims asserted against five properties: (a) 6160-6212 S Martin Luther King Drive (Property 79); (b) 5450-52 S Indiana Avenue (Property 4); (c) 7749-59 S Yates Boulevard (Property 5); (d) 1700-08 Juneway Terrace (Property 1); and (e) 6949-59 S Merrill Avenue (Property 101).

These reply statements raised new arguments made in response to the Receiver’s submission (Dkt. 1571, 1577) to which the Receiver has not previously had an opportunity to respond. These arguments relate largely to the Receiver’s recommendation that the Court reject claims for interest, fees and penalties and apply credits or setoffs for distributions previously received, because of the Ponzi-scheme nature of the fraud. The Receiver believes that the attached sur-response will be helpful to the Court in resolving these and other issues raised in the replies.

Counsel for the Receiver reached out to ask counsel representing the institutional lenders who filed the above cited Group 2 reply statements whether they objected to the motion, and was notified that they do object to this motion.

WHEREFORE, the Receiver respectfully requests that his contested motion for leave to file a sur-response be granted.

Dated: February 22, 2024

Kevin B. Duff, Receiver

By: /s/ Michael Rachlis
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CERTIFICATE OF SERVICE

I hereby certify that on February 22, 2024, I electronically filed the foregoing Receiver's Motion for Leave to File Sur-Response in Support of His Submission on Group 2 Claims with the Clerk of the United States District Court for the Northern District of Illinois, using the CM/ECF system. A copy of the foregoing was served upon counsel of record via the CM/ECF system.

I further certify that I caused true and correct copy of the foregoing Motion, to be served upon all claimants included on the Email Service List for Group 2 by electronic mail.

I further certify that the Submission will be posted to the Receivership webpage at: <http://rdaplaw.net/receivership-for-equitybuild>

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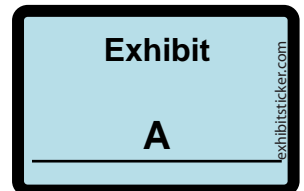
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RECEIVER’S SUR-RESPONSE
IN SUPPORT OF SUBMISSION ON GROUP 2 CLAIMS

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Receiver Kevin B. Duff submits the following sur-response to assist the Court regarding certain new issues and arguments raised in various submissions with respect to the resolution of Group 2 claims made against five properties: (a) 6160-6212 S Martin Luther King Drive (Property 79); (b) 5450-52 S Indiana Avenue (Property 4); (c) 7749-59 S Yates Boulevard (Property 5); (d) 1700-08 Juneway Terrace (Property 1); and (e) 6949-59 S Merrill Avenue (Property 101).

First, the Receiver addresses virtually identical arguments raised by the institutional lenders (and no other claimants) that—if they are found to have priority—they should recover amounts greater than their principal investments. (Dkt. 1581, 1585, 1587, 1588) Those arguments raise inapplicable law and ignore this Court’s authority and discretion in a federal equity receivership. Second, the institutional lenders wrongly suggest that a Ponzi scheme has not been established, contrary to numerous findings by the Court and clear evidence in the record proving the scheme. Third, they ignore that manipulating recording dates and imbuing false confidence among lenders were hallmarks of the Cohen’s scheme and that most of the investor lenders obtained mortgage interests in these properties before or at the same time as the institutional lenders. Finally, the Receiver addresses certain individualized issues specific to a submission.

I. The Court Has Broad Discretion to Fashion a Just and Reasonable Distribution Plan for Group 2 Properties.

Each of the institutional lenders—adopting virtually identical arguments and language—objects to the Receiver’s recommendation that no more than the principal amounts of claimants’ loans be returned to the claimants found to have priority. (DLP Reply, Dkt. 1585 at 9-12; Shatar Reply, Dkt. 1587 at 14-18; Thorofare Reply (Juneway), Dkt. 1588 at 8-13; Thorofare Reply (Merrill) Dkt. 1581 at 6-10) No other claimant makes such an argument, although the Receiver’s recommendation takes the same position with respect to *all* of the claims. The objections are not well founded, as explained below.

The institutional lenders rely heavily on 11 U.S.C. § 506(b) of the United States Bankruptcy Code, which addresses certain circumstances allowing for the recovery of interest on a secured claim in bankruptcy proceedings. This effort fails for numerous reasons. As an initial matter, there is an obvious limitation from the fact that the Bankruptcy Code provisions are mandatory to matters in bankruptcy, but not a district court supervising a receivership. Indeed, the Seventh Circuit has clearly and unequivocally stated that “[a] federal receivership is not governed by the Bankruptcy Code.” *Duff v. Central Sleep Diagnostics, LLC*, 801 F.3d 833, 844 (7th Cir. 2015) (affirming distribution plan); *see also, e.g., SEC v. Nadel*, 2013 WL 12323969 at *3 (M.D. Fla. Aug. 29, 2013) (“[A]lthough federal district courts presiding over federal equity receiverships, such as this SEC case, may look for guidance from bankruptcy law, they are not restricted by the dictates of bankruptcy law.” (citations omitted)). Second, and precisely to the point, all of the decisions cited by the institutional lenders seeking to apply Section 506 arise in bankruptcy actions, not federal equity receiverships.¹

The institutional lenders next argue that “equity follows the law” to wrongly suggest this Court lacks discretion in regards to approving a distribution plan, despite sitting in equity in this receivership action. Their position is largely based upon a non-precedential discussion in a special master’s recommendation, while also ignoring its invocation of equity.² Indeed, as the Seventh

¹ *See, e.g., In re BNT Terminals*, 1991 Bankr. LEXIS 421 (Bankr. N.D. Ill. Feb. 21, 1991); *In re Urban Communicators PCS Ltd. P’ship*, 379 B.R. 232, 252-53 (Bankr. S.D.N.Y. 2007) (rev’d on other grounds); *In re Cella III, LLC*, 625 B.R. 19, 25-26 (Bankr. E.D. La. 2020); *In re Croatan Surf Club, LLC*, No. 11-00194-8-SWH, 2012 Bankr. LEXIS 2369, at *6 (Bankr. E.D.N.C. May 25, 2012); *In re Broomall Printing Corp.*, 131 B.R. 32, 35-37 (Bankr. D. Md. 1991); *Liberty Nat’l Bank & Tr. Co. of Louisville v. George*, 70 B.R. 312, 313 (W.D. Ky. 1987); *In re Fesco Plastics Corp.*, 996 F.2d 152, 154 (7th Cir. 1993) (appeal from bankruptcy).

² The primary decision relied upon, *In re Real Prop. Located at [Redacted] Jupiter Drive*, No. 2:05-CV-01013-DB, 2007 U.S. Dist. LEXIS 65276 (Utah D. Ct. Jun. 7, 2007), is as the institutional lenders concede fundamentally just a recommendation of a special master (albeit later adopted by the court). *In re Real Prop. Located at Redacted Jupiter Drive, Salt Lake City, Utah*, 2:05-CV-1013, 2007 WL 7652297 (D. Utah Sept. 4, 2007). It is distinguishable on its face from the present circumstances—to wit, unlike the institutional lenders, “[n]one of the Investors received a security interest in the property.” *Id.* at *2. It is

Circuit (and others) have repeatedly held, this Court has broad discretion to fashion a just and equitable distribution plan. So, for example, in *SEC v. Wealth Management LLC*, 628 F.3d 323, 332 (7th Cir. 2010), the Seventh Circuit remarked:

In supervising an equitable receivership, the primary job of the district court is to ensure that the proposed plan of distribution is fair and reasonable. *See Official Comm. of Unsecured Creditors of WorldCom, Inc. v. SEC*, 467 F.3d 73, 84 (2d Cir. 2006). The district court has broad equitable power in this area

In recognition of that broad discretion, as one court has synthesized, decisions from the Supreme Court through the various Courts of Appeal allow the Court to reject contractual arguments like the institutional lenders make here:

Accordingly, in fashioning relief in an equity receivership, a district court has discretion to summarily reject formalistic arguments that would otherwise be available in a traditional lawsuit. *See Holmberg v. Armbrecht*, 327 U.S. 392, 396, 66 S.Ct. 582, 90 L.Ed. 743 (1946) (“Traditionally and for good reasons, statutes of limitation are not controlling measures of equitable relief.”); *see also Quilling*, 572 F.3d at 299 (quoting *Liberte Capital Group v. Capwill*, 148 Fed. Appx. 426 (6th Cir. 2005)) (“Contractual claims notwithstanding, the insurance policies Liberte purchased were made part of an equitable receivership subject to the court’s discretion.”); *United States v. Durham*, 86 F.3d 70, 73 (5th Cir.1996) (“No one can dispute that tracing would have been permissible under the circumstances of this case ... [h]owever, the court in exercising its discretionary authority in equity was not obliged to apply tracing.”); *United States v. Vanguard Investment Co.*, 6 F.3d 222, 227 (4th Cir. 1993) (“[A] district court in its discretionary supervision of an equitable receivership may deny remedies like rescission and restitution where the equities of the situation suggest such a denial would be appropriate.”); *Elliott*, 953 F.2d at 1569 (“We cannot say that the district court abused its discretion by disallowing tracing.”).

also unlike this action because “no particularized equitable basis ha[d] been advanced that would warrant preferring the junior secured claimants over the more senior....” *Id* at *8. And it did not involve circumstances, like here, where the fraudulent scheme involved manipulation and obfuscation of secured interests and priority. Moreover, even under those inapposite circumstances, *on the basis of equity*, the special master in *Jupiter Drive* only allowed simple interest and disallowed all other forms of interest, fees, and penalties. Additionally, in that context, the special master further recommended *on the basis of equity* that, to the extent there were insufficient assets to pay claims of equal priority, a *pro rata* method was to be used. As such, the *Jupiter* decision, while factually inapplicable, in many respects supports the application of equitable principles in favor of the Receiver’s recommendation, here, where the combined secured interests of the institutional and investor lenders far exceed the encumbered funds available for distribution.

In this case, it was proper for the district court to summarily reject appellants’ statute of limitations and various contract law arguments in favor of treating appellants like all other similarly situated claimants. Indeed, the district court is authorized and expected to determine claims in an equity receivership based on equitable, rather than formalistic, principles.

Broadbent v. Advantage Software, Inc., 415 Fed. Appx. 73, 78-79 (10th Cir. 2011) (affirming distribution plan which included offsets for monies previously received) (emphasis added).

Indeed, consistent with the broad discretion afforded district courts in receivership actions, the Supreme Court has noted the importance of balancing equities between creditors, like here, including when it comes to allowing creditors to recover interest. *See, e.g., Vanston Bondholders Protective Committee v. Green*, 329 U.S. 156, 165 (1946) (“the touchstone of each decision on allowance of interest in . . . receivership . . . has been a balance of equities between creditor and creditor or between creditors and the debtor”). For example, in *SEC v. Capital Cove Bancorp, LLC*, 2015 WL 9701154 (C.D. Cal. Oct. 13, 2015) the district court disallowed the accrual of post-receivership interest, noting how allowing such interest would harm junior and unsecured creditors, and that staying interest payments satisfied the “‘primary purpose’ of receiverships, which is ‘to promote the orderly and efficient administration of the estate’ for the benefit of creditors.” *Id.* at *11-12 & n.10 (citing *SEC v. Hardy*, 803 F.3d 1034, 1038 (9th Cir. 1986) (granting motion to stay interest, and citing *Vanston* and other authorities)); *see also, e.g., SEC v. Capital Consultants*, 2002 WL 32502451 (D. Or. May 24, 2002) (granting receiver’s motion to exclude post-petition interest that was not received as of the date of the receivership).³ These same concerns support the Receiver’s recommendations here.

³ And, while not determinative, the bankruptcy code itself recognizes the general rule that interest stops once a petition is filed. *See* 11 U.S.C. § 502(b)(2). *See also In re Milham*, 141 F.3d 420, 423 (finding oversecured creditor has no entitlement to be paid post-petition interest at contractual rate).

Consistent with such authorities, this Court may use its discretion to approve a just and reasonable distribution plan for the Group 2 properties that includes limiting distributions consistent with the recommendations set forth in the Receiver’s position statement because, *inter alia*, it would treat similarly-situated claimants in a similar fashion, a critical equitable concern. To that point, the Seventh Circuit has noted, in *Wealth Management*, that “equality is equity” and the importance of heeding that maxim for those with similar claims:

We start with the principle that where investors’ assets are commingled and the recoverable assets in a receivership are insufficient to fully repay the investors, “equality is equity.” *Cunningham v. Brown*, 265 U.S. 1, 13, 44 S.Ct. 424, 68 L.Ed. 873 (1924). Distribution of assets on a pro rata basis ensures that investors with substantively similar claims to repayment receive proportionately equal distributions. Courts have routinely endorsed pro rata distribution plans as an equitable way to distribute assets held in receivership in this situation. *See, e.g., Forex Asset Mgmt.*, 242 F.3d at 331–32 (affirming pro rata distribution even where objecting investors’ funds were segregated in a separate account and never commingled, noting that whether funds are commingled or traceable is “a distinction without a difference”)

Wealth Management, 628 F.3d at 333.

As this Court is aware, EquityBuild’s fraudulent scheme included deception through delayed recording of the investor lenders’ mortgages (allowing it to raise additional funds), all the while committing first position secured interests *to everyone*. That artifice impacted the lenders on the Thorofare (Juneway) and Shatar properties, where EquityBuild first signed mortgage loan packages, accepted loan funding, and committed to the investor lenders that they were in first position, *before or at the same time as* it committed to the institutional lenders that they would have first position (further discussed in Section III, *infra*).⁴ Applying equitable considerations—as the Receiver recommends—is appropriate in these circumstances, as it treats similarly

⁴ Additional equitable considerations are present here given the fact that there are numerous secured claims and creditors who will not recover anywhere near the principal amounts of their loans associated with these properties. And there are of course many unsecured claimants who will not recover the amounts owed.

positioned and impacted secured lenders similarly when it comes to recovery of amounts claimed beyond principal. Should they be found to have priority, the institutional lenders would recover their entire investment, while the investor lenders would recover a small portion of their investment, before either receives amounts in excess of the principal amount of their loans.⁵ In this way, the Receiver's recommendations represent a factual, legal, and equitable balance.⁶

II. This Court Has Repeatedly Found that the Cohens Perpetrated a Ponzi Scheme.

The institutional lenders argue that the Receiver has not established that the Cohens engaged in a Ponzi scheme. However, the Receiver has previously proved the existence of a Ponzi scheme and this Court has repeatedly found that the Cohens engaged in Ponzi scheme. For the Court's convenience, the Receiver summarizes that evidence again.

The Ponzi scheme created and implemented by the Cohens and EquityBuild was first described with particularity by the SEC in its Complaint (*e.g.*, Dkt. 1, ¶ 45); the Cohens did not deny the Ponzi scheme and entered into a Consent Judgment. (Dkt. 40) Testimony provided to the District Court in support of both the motion for appointment of the Receiver and, later, turnover of Jerry Cohen's Naples, Florida home, established through a forensic accounting analysis that the Cohens had perpetrated a Ponzi scheme; and this Court agreed. (*See, e.g.*, Dkt. 492 at 3-7 (Magistrate Judge Kim ruling discussing Tushaus testimony describing the forensic accounting

⁵ Shatar and Thorofare (Juneway) challenge the substance of the equities, arguing essentially that 'it's too bad for the investor lenders that they were defrauded and thankfully we were not'. However, this argument ignores that those same investor lenders were actually first in time. *See* Section III, *infra*. To the extent that Shatar and Thorofare were unaware of the fraud (a point the Receiver has not conceded), and believed they were in first position, then they largely stand together with the investor lenders as defrauded secured creditors who were sold a bill of goods when it came to the secured interest and position EquityBuild actually provided them for their loans.

⁶ Moreover, ensuring that the investor lenders receive a portion of their principal before Thorofare receives amounts above its principal avoids the Court needing to consider and evaluate the extent to which Thorofare was responsible for delays in this action as a result of litigation tactics that, *inter alia*, artificially increased potential interest it hoped to receive, greatly increased the costs of the receivership, diminished potentially available funds for distribution, and thereby harmed interests of the investor lenders. As noted below, should the Court find that Shatar has priority, the same point applies.

work proving the existence of a Ponzi scheme); Dkt. 603 at 5-6 (the District Court affirmed the magistrate judge ruling, stating “the [District] court agrees with the magistrate judge’s assessment of the hearing evidence, which ‘show[s] that the funds used [to purchase the Naples Property] came from [i]nvestor monies tied to the Cohen’s Ponzi scheme’” (*citing* Dkt. 492 at 3-7, 10-14))) The District Court’s later entry of a monetary judgment found that the Cohen’s had been operating a Ponzi scheme. (*See*, Dkt. 533 at 2 (“Accordingly, the Cohens began running a Ponzi scheme, using new investors’ funds to pay earlier investors’ interest payments.”)) Additionally, facts that have come to light in submissions in the claims process provide additional evidence of a Ponzi scheme, including the evidence presented in the Group 1 claims proceedings. (*See, e.g.* Dkt. 1227 at 2-3, explaining that EquityBuild used most of the proceeds of the BC57 loan, which were intended to pay off the existing investor mortgages in Group 1, to instead purchase a property at 11117 S Longwood, for which 61 investors in Group 4 were brought into the scheme.)

III. The Investor Lenders and Institutional Lenders Are Similarly Situated and Should Be Treated as Such for Distribution.

For all of the Group 2 properties except 6949 Merrill (Property 101), the investor-lenders are similarly situated to the institutional lenders because they each lent funds to EquityBuild in exchange for a promissory note secured by a mortgage which was promised to be in first position.⁷ The contracts between EquityBuild and the investor-lenders were consistently in the same format, containing a promissory note secured by a mortgage on an identified property, a mortgage instrument, a Collateral Agency and Servicing Agreement, and wire instructions. These loan packages were signed by both EquityBuild and the individual mortgagee, were funded by the

⁷ And, as to Thorofare (Merrill), that transaction could only proceed because EquityBuild came to the transaction with over \$1 million of Ponzi scheme proceeds, which supports the application of equity in the distribution associated with that property.

investor-lenders at or around the time of execution, and were mostly completed *well before* EquityBuild's agreements with these institutional lenders.

Indeed, as to the Thorofare (Juneway) property, while EquityBuild Finance executed the to-be-recorded version of the investor-lenders' mortgage on the same day as it executed Thorofare's mortgage (on April 6, 2017), in most instances the loans the investor-lenders made to EquityBuild were already in place. (*See, e.g.*, Ex. 1, Juneway loan package signed by all parties as of 3/1/2017, and Ex. 2 confirming loan funding on 3/8/2017) The scenario is similar for the Shatar properties: although the execution dates of the recorded mortgages of the Indiana property suggest the Shatar loan was signed first on March 30, 2017 and the investor mortgages on March 31, 2017, in fact, EquityBuild began entering into mortgage loan agreements with individual investor-lenders for the Indiana property (which were identified as first position) no later than December of 2016. (*See* Ex. 3, loan package signed by all parties as of 12/27/2016, and Ex. 4, acknowledgement of receipt of loan funding on 12/28/2016) As such, Shatar's argument that "the competing EBF Investor-Lender Indiana mortgage did not even exist when Shatar closed its loan" (Dkt. 1587 at 2) is factually and demonstrably inaccurate.⁸

Indeed, while Shatar and Thorofare (Juneway) argue that they are first in line because their mortgages were recorded first, Illinois courts recognize that "[t]he doctrine of first in time, first in right is not always as clear and obvious as it may seem." *Ames Capital Corp. v. Interstate Bank of Oak Forest*, 315 Ill. App. 3d 700, 704 (2d Dist. 2000). Under Illinois law, an equitable lien that comes into existence first can have priority over a subsequent recorded lien. *See, e.g., Cole Taylor*

⁸ Similarly, although Shatar concedes that the recorded version of the investor mortgage on the Yates property was executed before its own mortgage (3/14/2017 versus 3/30/2017), EquityBuild also entered into loan agreements with the individual Yates investors before March 2017. (*See, e.g.*, Ex. 5, 2/10/2017 loan packet, and Ex. 6, 2/10/2017 loan funding) For the MLK property, the investor mortgages were both entered and recorded before the DLP mortgage.

Bank v. Cole Taylor Bank, 224 Ill. App. 3d 696, 704 (1st Dist. 1992) (finding an equitable lien associated with contract on property signed before later recorded mortgage, and stating “[g]enerally a lien which is first in time has priority and is entitled to prior satisfaction out of the property it binds”) (citation omitted).

The factual circumstances in this case—where the investor contracts were formed before the institutional lenders’ mortgages—are unlike those in the cases relied upon by Shatar and Thorofare (Juneway), making those decisions inapposite. For example, *Chemical Bank v. American Nat’l Bank & Tr. Co.*, 180 Ill App. 3d 219 (1st Dist. 1989) involved a creditor whose lien was factually second in time. That is not the case here.⁹

“The imposition of an equitable lien arises ... where the parties express in writing their intention to make a particular property ... the security for a debt, or where there has been a promise to convey or assign the property as security ... the essential elements of an equitable lien are (1) a debt, duty or obligation owing by one person to another and (2) a *res* to which that obligation fastens.” *Cole Taylor Bank*, 224 Ill. App. 3d at 703-04 (citing *W.E. Erickson Const. Inc. v. Congress–Kenilworth Corp.* 132 Ill. App. 3d 260, 269-70 (1st Dist. 1985)). Thus, equitable liens exist “where contracts manifest[] the intent that particular property or funds be security for debts wherever there has been a promise to convey or assign the property as security.” *Id.* at 705 (citing *Uptown National Bank v. Stramer*, 218 Ill. App. 3d 905, 907-08 (1st Dist. 1991)).

Alternatively, and at a minimum, the contracts between EquityBuild and the investor lenders qualify as equitable mortgages at the time they were formed. They are in writing, signed by the parties, and include a promissory note secured by a mortgage on an identified property, as

⁹ *Walker v. Ocwen Loan Servicing, LLC*, 2016 IL App (3d) 150034-U, which they also cite, is an unpublished Illinois appellate court decision. Reliance on it is improper; it cannot serve as precedent. *See* Ill. S. Ct. R. 23(e)(1) (limiting citation of nonprecedential orders for persuasive purposes to those “entered under subpart (b) of this rule on or after January 1, 2021”).

well as a mortgage instrument. EquityBuild accepted the loan proceeds from the investors at or around the time these agreements were executed, routinely acknowledging receipt of investor-lenders' wire transfers. (*See* Exs. 2, 4, 6, discussed *supra*)

The institutional lenders also suggest that an elaborate equitable subrogation analysis must be performed. (Dkt. 1581 at 5-6, Dkt. 1587 at 11-14; Dkt. 1588 at 6-8) That is inaccurate. The *Cole Taylor* case, discussed above, shows that the Court does not need to perform an "equitable subrogation" or equitable estoppel analysis. But, even if an equitable subrogation analysis was necessary, it would support the Receiver's recommendations. The doctrine of equitable subrogation is designed to prevent unjust enrichment and is examined on a case-by-case basis:

Equitable subrogation is a creature of chancery that is utilized to prevent unjust enrichment. [*Dix Mutual Insurance Co v. LaFramboise*, 149 Ill. 2d 314, 319 (1992)]. There is no general rule that can be laid down to determine whether a right of equitable subrogation exists, since the right depends upon the equities of each particular case.

Aames Capital, 315 Ill. App. 3d at 706. Application of that doctrine to the facts in this case more than supports the Receiver's recommendations to limit recoveries to principal and deny interest and other amounts claimed in excess of principal.

Finally, the institutional lenders seek to support their position by arguing that the investor lender claimants gave EBF the power to record the mortgages. (Dkt. 1585 at 8, Dkt. 1587 at 14) That argument is misleading in the context of this case. Contrary to their conclusory assertion, the collateral servicing agreement makes clear that EquityBuild Finance was precluded from taking any actions to impair the investor-lenders' collateral (*see, e.g.*, Ex. 3 at 22-23, ¶¶ 3, 6), which here includes the failure to record their mortgage as part of the scheme. Furthermore, at the time EquityBuild entered mortgage agreements with the investor lender claimants for the Shatar properties and the Thorofare (Juneway) property, EquityBuild had not yet obtained the loans from

Shatar and Thorofare. (*See, e.g.*, Exs. 1 - 6, *supra.*) Thus, no amount of pre-agreement diligence by the investor lenders would have revealed putative mortgage interests of Thorofare and Shatar. By contrast, Shatar and Thorofare were performing their own due diligence, when evidence of EquityBuild's prior agreements with investor-lenders existed and could have been discovered with reasonable inquiry.

IV. Other Issues Regarding Group 2 Reply Submissions.

A. Inquiry Notice Issues

Shatar's reply includes the misleading argument that it could not have been on inquiry notice because its "mortgage on the Indiana Property was a purchase-money mortgage: Shatar's funds went directly from the Shatar lenders, through escrow, to the third-party seller of the Indiana property which was completely unaffiliated with Equitybuild." (Dkt. 1587 at 1-2) In fact, Shatar's loan was secured by *both* the Yates and Indiana properties. It is clear from Shatar's documents showing internal analysis of the loan, that it was considering the aggregate value of the two properties in its decision to loan \$1.8 million for a 56% loan-to-value (LTV) of the security.¹⁰ (Ex. 7, Shatar e-mail discussing transaction) The only way Shatar was able to obtain this secured position was from EquityBuild contributing \$1.5 million of investor monies to the Yates transaction, which was completed before the Indiana property closing. (Ex. 8, master statement on Yates transaction) This was an important factor in Shatar making the loan, as demonstrated by the reaction of Shatar's 30(b)(6) representative, Ezri Namvar, when he was told EquityBuild would receive approximately \$86,000 from the subsequent closing of the Indiana property:

What ???

I thought the borrowers are putting over 1.5 million to close the purchases Can someone explain this 2 me? (Ex. 9, e-mail from Shatar regarding transaction)

¹⁰ The Yates property purchase price was \$1,550,000 and the Indiana property purchase price was \$1,675,000, for a total of \$3,225,000; and the loan amount was \$1,800,000, for an LTV of 56%. Ex. 7.

Thus, Shatar's argument that its loan for the Indiana property was a purchase money mortgage is a red herring, because Shatar demanded that *both* the Yates *and* Indiana properties serve as first position security for its \$1.8 million loan (which Shatar later voluntarily and expressly converted to an equity investment). (*See* Ex. 10, e-mail exchange describing transaction; Dkt. 1571 at 4-6) Shatar's focus on the Indiana property is not coincidental, as it avoids discussion of the Yates property entirely. Indeed, Shatar's loan on the Yates property, while originally discussed as a purchase money mortgage, was ultimately *not* structured as a purchase money mortgage, with Shatar's full knowledge and scrutiny. Instead the Yates purchase was funded through crowdfunding efforts, which Shatar admits are hallmarks of problems which they purportedly seek to avoid. (*Id.*; *see also* Ex. 16, 11/1/23 30(b)(6) Tr. at 113:8-114:22)

Likewise, EquityBuild contributed over a million dollars of similarly-raised investor monies to close the Thorofare loan and purchase of the Juneway property. (Ex. 11, settlement statement) Thorofare (Juneway)'s knowledge of significant issues associated with EquityBuild's owners and business model (Dkt. 1571 at 9-10) provided ample information to put Thorofare on notice of the need to investigate the sources of such contributed funds to the Juneway transaction. (*Id.*)

Thorofare (Merrill) also dismisses the equitable considerations the Receiver recommends that the Court consider, namely Thorofare's knowledge of facts concerning EquityBuild that should have caused further inquiry, arguing that "this alleged 'knowledge' applies with equal force to all EquityBuild investors." (Dkt. 1581 at 9, n.7) Thorofare offered no evidence that any of the investor lenders was on inquiry notice. In any event, the Receiver is recommending that *everyone who was given a first-position secured interest be treated similarly*, by limiting distributions to the

claimants' principal investment and setting off all funds received from EquityBuild, whether from the payment of interest, principal, loan origination fees (points), or bonuses.

B. Institutional Lender's Request for Delay in Approving Distribution Plan Until Avoidance Issues Are Decided.

Shatar and DLP also suggest that this Court should not make a decision on the amount due for distribution to Group 2 until after having discovery and a determination of the avoidance issues raised by the Receiver and continued by the Court. (Dkt. 1537, 1549) There is no basis for such delay, and it is not surprising that there is no law cited supporting such a request. Nor is there any fact or equity supporting the request for further delay. This Court permitted discovery for Group 2 claimants on issues associated with the amount of the claims and their validity and priority, as it did for Group 1, which process has been completed and which the Receiver's recommendations address. During that period, Shatar and DLP could have sought discovery from other Group 2 claimants and third parties on such issues (if needed). And, Shatar and DLP also had access to all of EquityBuild's records. The Court can rely on the evidence adduced in that discovery, as well as equitable considerations, when devising a distribution plan, and there is no basis to wait for additional discovery that focuses upon separate issues. The Court recognized this in its handling of Group 1 issues, and there is no legitimate reason to not follow the same approach for Group 2.

C. DLP's Faulty Reliance on Distinguishable Case and Release Language.

DLP argues that the mortgage and release that are at issue at 6160 MLK are the same as in the matter captioned *5201 West Washington Investors & Arthur Bertrand v. EquityBuild*, 2023 Ill. Cir. LEXIS 79, which is currently on appeal in Illinois state court. However, a comparison of the releases shows that DLP's argument is demonstrably wrong. Unlike the release involved in *5201 West Washington*, the release for 6160 MLK makes no reference to being executed by or on behalf of the investor lenders, and there is no evidence that those investor lenders provided their consent

to any release, or received money for a release. (*Compare* Ex. 12 (6160 MLK release) *with* Ex. 13 (5201 Washington release)) And, for the reasons previously set forth by the SEC and the Receiver (Dkt. 1583 at 4, Dkt. 1571 at 3 n.2), DLP's reliance on that decision is otherwise faulty.

D. Thorofare (Merrill) 's Objection to Certain Calculations.

Thorofare argues that certain payments it received at the loan closing for the Merrill property (namely, a \$23,700 loan origination fee, a \$5,000 loan processing fee, and \$63,068.25 of prepaid or reserved interest payments) should not be subtracted from the principal amount of its loans because "these funds were paid out of the proceeds of the Merrill loan, not from 'amounts transferred by the Ponzi scheme perpetrator.'" (Dkt. 1581 at 10-11) Thorofare ignores that EquityBuild contributed \$1,219,595.62 of investor funds to purchase the Merrill property and close the Thorofare loan. (Ex. 14, settlement statement) The fact that Thorofare included these sums in its principal balance does not mean they were not paid from amounts transferred by EquityBuild.

Thorofare does not object, however, to the set-off of the considerable amount of funds it is holding in reserve, although it mentions slight discrepancies in the numbers provided by the Receiver, suggests that it should be entitled to earn interest on these amounts that were never actually funded to EquityBuild or anybody else, and objects to setting off \$60,000 of interest that was paid from a reserve funded at closing. (Dkt. 1581 at 12-13)

The Receiver agrees that the slight discrepancies are not material for purposes of the Court's analysis.¹¹ The Receiver recommends that, like other claimants, the interest that Thorofare was paid, whether by monthly loan payments or out of reserves, should serve as an offset against

¹¹ It is the Receiver's understanding that the "slight discrepancies" primarily relate to so-called "soft costs" tacked on by Thorofare. For example, the Receiver credits the \$111,200 that Thorofare paid post-receivership to the property manager in Draw #2, and a \$185 title fee paid to a third-party. Thorofare, however, considers Draw #2 to be in the amount of \$113,085, which includes these amounts plus \$1700 of "soft costs" that Thorofare allocated internally to the transaction.

remaining unpaid principal. But even if the Court disagrees with the Receiver's recommendation in this regard, it would be inequitable to allow Thorofare to be paid interest on monies it never parted with. Moreover, Thorofare's argument that the interest paid out of reserves should not be included because "the netting rule only applies to third-party monies funded by the schemer, not monies funded by the secured creditor," *id.* at 13, is belied by the fact that EquityBuild brought over \$1.2 million to the closing. (Ex. 14)

Finally, to the extent that Thorofare disputes the Receiver's estimate of monthly interest paid by EquityBuild in the year between the July 21, 2017 loan closing and August 1, 2018, this estimate was based on the records (shortcomings and all) provided *by* Thorofare. The proof of claim form approved by this Court asked institutional lender claimants: "Have you received any payment of monies including interest, principal, fees, or other sums from any Receivership Defendant?" If the answer to that question was yes, claimants were required to provide detailed information regarding each payment and amount received. (Ex. 15, Thorofare proof of claim form at 29-30, § 5(D)) Thorofare erroneously and of its own accord answered "no," when it knew or should have known that was inaccurate, and it failed to provide the required detail about payments that it received from EquityBuild. *Id.* Thus, Thorofare's argument that any interest deduction should be based on the amount of interest actually charged rings hollow, particularly since Thorofare still fails to provide this information to the Court in its reply memorandum.

V. CONCLUSION

For the reasons set forth above and in his Group 2 position statement, the Receiver respectfully requests that the Court enter an order providing for a distribution plan to Group 2 claimants consistent with the Receiver's submissions to this Court.

Dated: February 22, 2024

Kevin B. Duff, Receiver

By: /s/ Michael Rachlis _____

Michael Rachlis
Jodi Rosen Wine
Rachlis Duff & Peel, LLC
542 South Dearborn Street, Suite 900
Chicago, IL 60605
Phone (312) 733-3950
mrachlis@rdaplawnet
jwine@rdaplawnet

| | |
|---|--|
| LENDER | BORROWER |
| The persons listed on Exhibit A to the Note C/O EQUITYBUILD FINANCE, LLC 5068 WEST PLANO PKWY #300 PLANO, TX 75093 | EQUITYBUILD, INC. 1083 N COLLIER BLVD. #132 MARCO ISLAND, FL 34145 |

**COMMERCIAL FLAT
RATE PROMISSORY
NOTE**
With Balloon Payment
Illinois

| Interest Rate | Principal | Funding Date | Maturity Date | Loan Number |
|---------------------|--------------|--------------|---------------|-------------|
| 16% For 9 Months | \$ 15,000.00 | 04/03/2017 | 01/01/2018 | N/A |

THIS LOAN IS PAYABLE IN FULL ON OR BEFORE THE "MATURITY DATE" LISTED HEREIN. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST, AND FEES AND COSTS, THEN DUE TO THE LENDER. **LENDER IS UNDER NO OBLIGATION TO REFINANCE, EXTEND OR MODIFY THE LOAN AT THAT TIME.** YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER (WHICH MAY OR MAY NOT BE THE LENDER YOU HAVE THIS LOAN WITH), WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER. FOR VALUE RECEIVED, the undersigned Borrower(s), Maker(s) and/or Guarantor(s) (hereinafter the "Borrower") promises to pay **The persons listed on Exhibit A to this Note C/O EquityBuild Finance, LLC** (hereinafter collectively referred to as the "Holder" or "Lender"), at **5068 West Plano Pkwy. #300 Plano, TX 75093**, the principal sum of

FIFTEEN THOUSAND _____ and 00/100 DOLLARS (\$ 15,000.00 _____), together

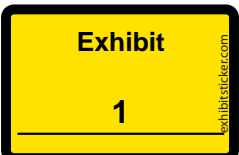
with interest from the above date at the interest rate of **SIXTEEN PERCENT (16.0%)** per annum on the unpaid principal balance until paid. The principal of this Note, plus accrued interest at the rate aforesaid, shall be due and payable in **NINE (9)** installments as follows:

a) ONE (1) interest payment in the amount of TWO HUNDRED _____ and 00 /100 DOLLARS (\$ 200.00 _____), beginning on or before **MAY 01, 2017**; and

b) SEVEN (7) equal and consecutive interest only payments in the amount of TWO HUNDRED _____ and 00 /100 DOLLARS (\$ 200.00 _____), beginning on or before **JUNE 01, 2017**; and continuing each and every month thereafter; and

c) One (1) final balloon payment on or before **JANUARY 01, 2018**, at which time the entire principal balance, together with accrued but unpaid interest thereon, and any costs and expenses, shall be due and payable.

Anything in this Note contrary notwithstanding, the entire unpaid balance of the principal sum and all unpaid



interest accrued thereon shall, unless sooner paid, be and become due and payable on **JANUARY 01, 2018** ("Maturity Date").

1. **Application of Payments.** All payments on this Note shall be made in lawful money of the United States of America and shall be applied first to any late charges due hereunder, second to the payment of accrued but unpaid interest and the remainder to the reduction of principal. The Borrower shall make all payments when due, without set-offs of any nature.

2. **Late Charge/Dishonored Check.** There shall be a grace period of five (5) days for any payment due under this Note. The Borrower shall pay a late charge of 5% of the monthly payment amount, or \$50.00, whichever is greater, if such payment is received by Lender after the grace period. If the Maturity Date of the Note has expired the late fee will be at the rate of 1.5% per month plus the face amount of the Note. In the event any check given by Borrower to Lender as a payment on this Note is dishonored, or in the event there are insufficient funds in Borrower's designated account to cover any preauthorized monthly debit from Borrower's checking account, then, without limiting any other charges or remedies, Borrower shall pay to Lender a processing fee of \$50.00 (but not more than the maximum amount allowed by law) for each such event.

3. **Security.** To secure the payment and performance of obligations incurred under this Note, this Note shall be secured by and subject to the terms of a Mortgage of even date herewith from the Borrower which encumbers real property and improvements located at

1700 W Juneway Ter. Chicago, IL 60626, and the maturity hereof is subject to acceleration as therein set forth. Both this Note and the Mortgage are given in consideration of a loan of even date herewith in the amount of the principal sum by the Lender to the Borrower.

In addition to the property described above, Borrower grants Lender a security interest in all of Borrower's right, title and interest in all monies and instruments of Borrower that are now or in the future in Lender's custody or control.

4. **Events of Default.** An Event of Default will occur under this Note in the event that Borrower any guarantor or any other third party pledging collateral to secure this Note:
- a. Fails to make any payment of principal and/or interest or any other sum due hereunder when the same is due pursuant to the terms of this Note;
 - b. If Borrower, guarantor or such third party:
 - i. Applies for or consents to the appointment of a receiver, trustee or liquidator of Borrower, guarantor or such third party or of all or a substantial part of its assets;
 - ii. Files a voluntary petition in bankruptcy, whether by the Federal Bankruptcy Act or any similar State statute, or admits in writing its inability to pay its debts as they come due;
 - iii. Makes an assignment for the benefit of creditors;
 - iv. Files a petition or an answer seeking a reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law;
 - v. Performs any other act of bankruptcy; or
 - vi. Files an answer admitting the material allegations of a petition filed against Borrower, guarantor or such third party in any bankruptcy, reorganization or insolvency proceeding; or
 - c. Permits the entry of any order, judgment or decree by any court of competent jurisdiction adjudicating Borrower, guarantor or such third party a bankrupt or an insolvent, or approving a receiver, trustee or liquidator of Borrower, guarantor or such third party or of all or a substantial part of its assets; or
 - d. There otherwise commences with respect to Borrower, guarantor or such third party or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or like law or statute, and if the order, judgment, decree or proceeding continues unstayed for any period of 60 consecutive days, or continues in effect for more than 10 days after any stay thereof.
 - e. Fails to perform or violates any obligations or covenants under the terms of this Note or any Mortgages or any additional loan documents or any other present or future written agreements

regarding this Note or any other indebtedness or obligations between Borrower, guarantor or such third party and Lender;

- f. Defaults under the terms of any note, mortgage, security instrument, or any other loan documents or written agreements for any other loans secured by the property representing the collateral for this Note;
- g. Permits the entry of any judgment or lien, or the issuance of any execution, levy, attachment or garnishment proceedings against Borrower, guarantor or such third party;
- h. Sells or otherwise conveys any property which constitutes security or collateral for the payment of this Note without the prior written consent of the Lender and/or the destruction, loss or damage to such collateral in any material respect and/or the seizure, condemnation or confiscation of the collateral;
- i. Provides or causes to be provided any false or misleading signature or representation to be provided to Lender;
- j. Has a garnishment, judgment, tax levy, attachment or lien entered or served against Borrower, any guarantor, or any third party pledging collateral to secure this Note or any of their property;
- k. Dies, becomes legally incompetent, is dissolved or terminated, or ceases to operate its business;
- l. Has a majority of its outstanding voting securities sold, transferred or conveyed to any person or entity other than any person or entity that has the majority ownership as of the date of the execution of this Note;
- m. Causes Lender to deem itself insecure due to a significant decline in the value of any real or personal property securing payment of this Note, or Lender, in good faith believes the prospect of payment or performance is impaired;
- n. Fails to keep an insurance policy in place on the subject property being used as collateral for this loan with Lender as the mortgagee and/or as the loss payee including its successor and/or assigns;
- o. Fails to keep property taxes current on property used as security for this Note.

5. **Rights of Lender On Event of Default.** In the Event of Default as set forth herein, or in the event of the breach of any covenant or obligation contained in the herein referred to Mortgage or Loan Documents on the part of the undersigned to be kept, observed or performed, the Lender, at its sole and absolute discretion, may exercise one or more of the following remedies without notice or demand (except as required by law):

- a. Declare the entire unpaid balance of principal of this Note, along with accrued and unpaid interest thereon and all other charges, costs and expenses, provided for herein and in the Mortgage immediately due and payable. Such acceleration shall be automatic and immediate in the Event of Default is a filing under the Bankruptcy Code;
- b. Collect the outstanding obligations of Borrower with or without judicial process;
- c. Cease making advances under this Note or any other agreement between Borrower and Lender;
- d. Take possession of any collateral in any manner permitted by law;
- e. require Borrower to deliver and make available to Lender any collateral at a place reasonably convenient to Borrower and Lender;
- f. Sell, lease or otherwise dispose of any collateral and collect any deficiency balance with or without resorting to legal process;
- g. Assume any and all mortgages/deeds of trust in existence at the time of default on all collateral securing loans made to Borrower;
- h. Set-off Borrower's obligations against any amounts due to Borrower including, but not limited to, monies and instruments, maintained with Lender; and
- i. Exercise all other rights available to Lender under any other written agreement or applicable law.

At any time an Event of Default shall have occurred and be continuing and/or after maturity of the Loan, including maturity upon acceleration, the unpaid principal balance, all accrued and unpaid interest and all other amounts payable under the Note shall bear interest at the "Default Rate" set forth in this Note. The unpaid principal balance shall continue to bear interest after the Maturity Date at the Default Rate set forth in this Note until and including the date on which it is paid in full. Any regularly scheduled monthly installment of interest that is received by Lender before the date

it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due. Any accrued interest remaining past due for 30 days or more shall be added to and become part of the unpaid principal balance and shall bear interest at the rate or rates specified in this Note, and any reference herein to "accrued interest" shall refer to accrued interest which has not become part of the unpaid principal balance. Interest under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Borrower shall make all payments of principal and interest under this Note without relief from valuation and appraisal laws.

Lender's remedies in this Section are in addition to any available at common law and nothing in this Section shall impair any right which the Holder has under this Note, or at law or in equity, to accelerate the debt on the occurrence of any other Event of Default, whether or not relating to this Note. Lender's rights or remedies as provided in this Note shall be cumulative and concurrent and may be pursued singly, successively, or together against Borrower or any guarantor or third party (without first having to proceed against Borrower), at Lender's sole and absolute discretion. Borrower shall pay to Lender on Lender's demand the amount of all expenses incurred by Lender (a) in enforcing its rights under this Note, or (b) as the result of a default by Borrower under this Note, including but not limited to the cost of collecting any amount owed hereunder, and any reasonable attorney's fees. The failure by Lender to exercise any of its options contained herein shall not constitute a waiver of the right to exercise such option in the event of any subsequent default.

6. **Costs and Expenses.** To the extent permitted by law, Borrower agrees to pay any and all reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Note, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. Said collection fees shall be in the minimum amount of Fifteen Percent (15%) of the amount of the judgment as collected (or, if collected without judgment, a minimum fee of Fifteen Percent (15%) of the amount collected), which attorney's fee shall not be diminished by any other fees, costs or damages, but in no event shall the attorney's fees be less than \$3,000.00.

7. **Extensions.** The Borrower shall remain liable for the payment of this Note, including interest, notwithstanding any extension or extensions of time of payment or any indulgence of any kind or nature that the Lender may grant or permit any subsequent owner of the encumbered property, whether with or without notice to the Borrower and the Borrower hereby expressly waives such notice.

8. **Confessed Judgment.** UPON ANY DEFAULT BY THE BORROWER AS SET FORTH IN THIS NOTE, AND TO THE EXTENT PERMITTED BY LAW, THE BORROWER HEREBY AUTHORIZES ANY ATTORNEY AT LAW TO APPEAR FOR THE BORROWER IN ANY COURT OF COMPETENT JURISDICTION AND WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND CONFESS A JUDGMENT AGAINST THE BORROWER IN FAVOR OF THE LENDER FOR SUCH AMOUNTS AS MAY THEN APPEAR TO BE UNPAID HEREON TOGETHER WITH COSTS, EXPENSES AND ATTORNEY'S FEES IN THE MINIMUM AMOUNT OF FIFTEEN PERCENT (15%) OF THE AMOUNT DUE FOR COLLECTION (BUT IN NO EVENT SHALL SUCH FEES BE LESS THAN \$3000.00), AND TO RELEASE ALL PROCEDURAL ERRORS AND WAIVE ALL RIGHTS OF APPEAL. IF THE CONFESSION OF JUDGMENT ABOVE PROVIDED FOR IS AUTHORIZED OR RECOGNIZED BY THE LAW OF THE JURISDICTION CONTROLLING BUT SUCH LAW REQUIRES SPECIAL FORMALITIES AND PROCEDURE, THEN THE SAID ATTORNEY IS EMPOWERED TO EXECUTE THE NECESSARY FORM AND COMPLY WITH SUCH SPECIAL PROCEDURES. THIS POWER OF CONFESSION OF JUDGMENT SHALL NOT BE EXHAUSTED BY ANY ONE OR MORE EXERCISES, AND THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LENDER SHALL ELECT UNTIL ALL AMOUNTS PAYABLE TO LENDER UNDER THIS NOTE SHALL HAVE BEEN PAID IN FULL.

9. **Forbearance.** The Lender shall not by any act or omission to act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and then only to the extent specifically set forth therein. A waiver on one occasion shall not be construed as continuing or as a bar to or waiver of such right or remedy on any other occasion. All remedies conferred upon the Lender by this Note or any other instrument or agreement connected herewith or related hereto shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at the Lender's option.

10. **Modification and Waiver.** Borrower and/or every person at any time liable for the payment of the debt evidenced hereby, waives the exercise of all exemption rights which it holds at law or in equity concerning to the debt evidenced by this Note whether under state constitution, homestead laws or otherwise. Borrower and any endorsers or guarantors hereof severally waive valuation and appraisal, presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest or notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and properties securing payment hereof, and trial by jury in any litigation arising out of, relating to, or connected with this Note or any instrument given as security hereof.

From time to time, without affecting Borrower's obligation to pay any sums due under this Note and perform Borrower's covenants herein, without affecting the obligations of any endorser hereto or guarantor hereof, without giving notice to or obtaining the consent of Borrower or any endorser hereto or guarantor hereof, and without liability on the part of the Holder, Holder may, acting in its sole and absolute discretion, extend the Maturity Date or any other time for payment of interest hereon and/or principal hereof, reduce the payments hereunder, release anyone liable under this Note except a renewal of this Note, modify the terms and time of payment of this Note, join in any extension or subordination or exercise any option or election hereunder, modify the rate of interest or period of amortization or principal due date of this Note, or exercise any option or election hereunder. No one or more such actions shall constitute a novation.

11. **Voluntary and Involuntary Prepayments.**

(a) A prepayment premium shall be payable in connection with any prepayment made under this Note as provided below:

(i) Borrower may voluntarily prepay all of the unpaid principal balance of this Note on a Business Day designated as the date for such prepayment in a Notice from Borrower to Lender given at least 30 days prior to the date of such prepayment. Such prepayment shall be made by paying (A) the amount of principal being prepaid, (B) all accrued interest, (C) all other sums due Lender at the time of such prepayment, and (D) the prepayment premium calculated pursuant to Section 11(f) of this Note. For purposes of this Note, a "**Business Day**" means any day other than a Saturday, Sunday or any other day on which Lender is not open for business. For all purposes including the accrual of interest, but excluding the determination of the prepayment date under Section 11(f) of this Note, any prepayment received by Lender on any day other than the last calendar day of the month shall be deemed to have been received on the last calendar day of such month.

(ii) Borrower may voluntarily prepay less than all of the unpaid principal balance of this Note (a "**Partial Prepayment**") at any time. Upon delivery of the Partial Prepayment, a prepayment premium calculated pursuant to Section 11(f) of this Note, based on the amount being prepaid, shall be due and payable to Lender upon demand.

(iii) Upon Lender's exercise of any right of acceleration under this Note, Borrower shall pay to Lender, in addition to the entire unpaid principal balance of this Note outstanding at the time of the acceleration, (A) all accrued interest, (B) and all other sums due Lender, and (C) the prepayment premium calculated pursuant to Section 11(f) of this Note, to the extent such prepayment premium does not exceed the maximum rate permitted by applicable law.

(iv) Any application by Lender of any proceeds of collateral or other security to the repayment of any portion of the unpaid principal balance of this Note prior to the Maturity Date and in the absence of acceleration shall be deemed to be a partial prepayment by Borrower, requiring the payment to Lender by Borrower of a prepayment premium. The amount of any such partial prepayment shall be computed so as to provide to Lender a prepayment premium computed pursuant to Section 11(f) of this Note without Borrower having to pay out-of-pocket any additional amounts.

(b) Notwithstanding the provisions of Section 11(a), no prepayment premium shall be payable with respect to (A) any prepayment made after the expiration of the Prepayment Premium Period (as defined in Section 11(f) of this Note), or (B) any prepayment occurring as a result of the application of any insurance proceeds or condemnation award under the Security Instrument.

(c) Any permitted or required prepayment of less than the unpaid principal balance of this Note shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Lender agrees otherwise in writing.

(d) Borrower recognizes that any prepayment of the unpaid principal balance of this Note, whether voluntary or involuntary or resulting from a default by Borrower, will result in Lender's incurring loss, including reinvestment loss, additional expense and frustration or impairment of Lender's ability to meet its commitments to third

parties. Borrower agrees to pay to Lender upon demand damages for the detriment caused by any prepayment, and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore acknowledges and agrees that the formula for calculating prepayment premiums set forth in Section 11(f) represents a reasonable estimate of the damages Lender will incur because of a prepayment.

(e) Borrower further acknowledges that the prepayment premium provisions of this Note are a material part of the consideration for the Loan, and acknowledges that the terms of this Note are in other respects more favorable to Borrower as a result of the Borrower's voluntary agreement to the prepayment premium provisions.

(f) Any prepayment premium payable under this Section 11 shall be computed as follows:

(i) If the prepayment is made between the date of the initial funding of the loan evidenced by this Note and the last day of **the month after the month of close** (the "**Prepayment Premium Period**"), the prepayment premium shall be the interest at the Note rate herein that would be earned on full loan amount for the balance of the Prepayment Premium Period.

(ii) If the prepayment is made after the expiration of the Prepayment Premium Period, there shall be no prepayment premium due.

12. **Default Rate.** So long as (a) any monthly installment under this Note remains past due for thirty (30) days or more or (b) any other Event of Default has occurred and is continuing, interest under this Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or the occurrence of such other Event of Default, as applicable, at a rate (the "**Default Rate**") equal to the lesser of **seven (7)** percentage points above the rate stated in the first paragraph of this Note or the maximum interest rate which may be collected from Borrower under applicable law. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate. Borrower acknowledges that (a) its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan, (b) during the time that any monthly installment under this Note is delinquent for thirty (30) days or more, Lender will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Lender's ability to meet its other obligations and to take advantage of other investment opportunities; and (c) it is extremely difficult and impractical to determine those additional costs and expenses. Borrower also acknowledges that, during the time that any monthly installment under this Note is delinquent for thirty (30) days or more or any other Event of Default has occurred and is continuing, Lender's risk of nonpayment of this Note will be materially increased and Lender is entitled to be compensated for such increased risk. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional costs and expenses Lender will incur by reason of the Borrower's delinquent payment and the additional compensation Lender is entitled to receive for the increased risks of nonpayment associated with a delinquent loan. During any period that the Default Rate is in effect the additional interest accruing over and above the rate stated in the first paragraph of this Note shall be immediately due and payable in addition to the regularly scheduled principal and interest payments. Lender shall impose the Default Rate without any notice requirement to Borrower, guarantor or any third party pledging collateral as security for this Note.

13. **Loan Charges/Maximum Rate Permitted By Law.** Neither this Note nor any of the other Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the maximum interest rate permitted to be charged under applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in any Loan Document, whether considered separately or together with other charges provided for in any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of

Lender, shall immediately become due and payable.

14. **Waiver of Jury Trial.** THE BORROWER WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS NOTE OR ANY DEED OF TRUST/MORTGAGE ARISING FROM THIS NOTE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE BORROWER, AND THE BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

15. **Notices.** Any Notice or other communication required, permitted or desirable under the terms of this Note shall be sufficiently given if sent to each party as follows:

Lender: The persons listed on Exhibit A to this Note
C/O EquityBuild Finance, LLC
5068 West Plano Pkwy, #300
Plano, Texas 75093
Fax: 239-244-8666
Email: shaun.d.cohen@gmail.com

Borrower: EquityBuild, Inc.
1083 N Collier Blvd. #132
Marco Island, FL 34145
Fax: 202-204-8423
Email: jerry@equitybuild.com

Any notice, demand, consent, approval, request or other communication or document to be given hereunder to a party hereto shall be (a) in writing, and (d) deemed to have been given (i) on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (with instructions to deliver it on that business day) with a reputable overnight courier service, or (iii) (if the party's receipt thereof is acknowledged in writing) on being sent by telefax or another means of immediate electronic communication, in each case to the party's address set forth above or any other address in the United States of America which it designates from time-to-time by notice to each other party hereto, or (iv) (if the party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to the party.

16. **Entire Agreement/Severability.** The terms and conditions of this Note together with the terms and conditions of the Mortgages which are incorporated herein by reference as if set forth fully herein contain the entire understanding between the Borrower and Lender with respect the indebtedness evidenced hereby. Such understanding may not be modified, amended or terminated except in a written document duly executed by Borrower and Lender. In the event that any one or more of the provisions set forth in this Note or any accompanying Arbitration Agreement is determined by law to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby, and each provision in this Note shall be construed liberally in favor of Lender to the fullest extent of the law.

17. **Joint and Several Liability/Credit Reporting.** The liability of the undersigned, as well as any endorsers and/or guarantor(s), shall be both joint and several. This Note shall be binding upon the heirs, successors and assigns of Borrower and Lender. Information concerning this Note may be reported to credit reporting agencies and will be made available when requested by proper legal process.

18. **Governing Law.** This Note is delivered and made in, and shall be construed pursuant to the laws of the State of Illinois Unless applicable law provides otherwise, Borrower consents to the jurisdiction and venue of any court of competent jurisdiction located in **Cook County**, Illinois.

19. **Construction.** As used herein, Person means a natural person, trustee, corporation, partnership,

limited liability company or other legal entity, and all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all genders, (b) in the singular or plural number shall also be deemed made in the plural or singular number, and (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed made to that part of the Note. The headings of those parts are provided only for convenience of reference, and shall not be considered in construing their contents. Each document referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto shall be a part hereof.

20. **Time of Essence.** Time shall be of the essence of this Note, but (other than as to payment of principal and/or interest) if the last day for a Person to exercise a right or perform a duty hereunder is a Saturday, Sunday or statutory holiday, it shall have until the next day other than such a day to do so.

21. **Assignment.** Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Borrower agrees that Lender is entitled to assign some or all of its rights and remedies described in this Note without notice to or the prior consent of Borrower.

22. **Commercial Purpose.** It is expressly stipulated, warranted and agreed that the loan evidenced by this Note and any Loan Documents is a "commercial loan" under applicable State or Federal law, and all proceeds shall be used for business, commercial or investment purposes and expressly not for personal, family or household purposes.

23. **Extension.** Intentionally omitted.

24. **Arbitration.** If arbitration has been agreed to, Borrower(s) and Lender have entered into a separate Arbitration Agreement on this date, the terms of which are incorporated herein and made a part hereof by reference.

25. **Contingency Funds.** Intentionally omitted.

26. **Demand Feature.** Intentionally omitted.

27. **Consent To Relief From Automatic Stay.** Borrower hereby agrees that if any of them shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended; (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended; (iii) file or be the subject of any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors; (iv) seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator; (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against Borrower for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or from any other stay or suspension of remedies imposed in any other manner with respect to the exercise of the rights and remedies otherwise available to Lender under the Loan Documents.

THE PERSONS SIGNING BELOW ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ THIS AGREEMENT AND SEEK INDEPENDENT LEGAL COUNSEL AND ACKNOWLEDGE THEY HAVE

COMPLETELY READ AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS NOTE AND THE ACCOMPANYING ARBITRATION AGREEMENT (IF APPLICABLE), AND FURTHER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE ARBITRATION AGREEMENT.

DATED: _____

BORROWER(S): EQUITYBUILD, INC.

_____(SEAL)
JERRY COHEN, President

STATE OF _____, COUNTY OF _____: ss:

On this ____ day of _____, 20____, before me, a notary public, personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same for the purpose therein contained and in my presence signed and sealed the same.

NOTARY PUBLIC

My Comm. Expires: _____

Exhibit A

Lender Name: Ricardo Acevedo Lopez

Lender Amount: \$15,000.00

Percentage of Ownership of Total Loan: 100%

Monthly Interest Payment Amount to Be Received: \$2.50 per diem representing 6% APR and then thereafter \$175.00 Monthly representing 14% APR, 2 point bonus paid with first payment

DocuSigned by:
Ricardo Acevedo Lopez

Lender Signature

Mail To:

_____ [The Above Space For Recorder's Use Only] _____

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 3rd, 2017. The mortgagor is EquityBuild, Inc. ("Borrower").

This Security Instrument is given to The Persons Listed on Exhibit A to the Mortgage C/O EquityBuild Finance, LLC whose address is 5068 West Plano Pkwy. #300 Plano, TX 75093 ("Lender").

Borrower owes Lender the principal sum of Four Million One Hundred Twenty Thousand and 00/100 Dollars (U.S. \$4,120,000.00). This debt is evidenced by Borrower's notes dated the same date as this Security Instrument (Mortgage), which provides for a final payment of the full debt, if not paid earlier, due and payable January 1st, 2018. This Security Instrument secures to Lender:

(a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

PIN: 11-30-205-011-0000

which has the address of 1700 W Juneway Ter. Chicago, IL 60626 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANT. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration and repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of sums secured by this Security Instrument immediately prior to the acquisition.

3. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

4. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 4, Lender does not have to do so.

5. Successor and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Interest shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

6. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

7. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

8. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

9. Transfer of the Property or a beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

10. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

11. Assignment of Rents and Leases. As additional security for the payment of the Indebtedness, Mortgagor assigns and transfers to Mortgagee, pursuant to 1953 PA 210, as amended by 1966 PA 151 (MCLA 554.231 et seq., MSA 26.1137(1) et seq.), all the rents, profits, and income under all leases, occupancy agreements, or arrangements upon or affecting the Premises (including any extensions or amendments) now in existence or coming into existence during the period this Mortgage is in effect. This assignment shall run with the land and be good and valid as against Mortgagor and those claiming under or through Mortgagor. This assignment shall continue to be operative during foreclosure or any other proceedings to enforce this Mortgage. If a foreclosure sale results in a deficiency, this assignment shall stand as security during the redemption period for the payment of the deficiency. This assignment is given only as collateral security and shall not be construed as obligating Mortgagee to perform any of the covenants or undertakings required to be performed by Mortgagor in any leases. In the event of default in any of the terms or covenants of this Mortgage, Mortgagee shall be entitled to all of the rights and benefits of MCLA 554.231-.233, MSA 26.1137(1)-(3), and 1966 PA 151, and Mortgagee shall be entitled to collect the rents and income from the Premises, to rent or lease the Premises on the terms that it may deem best, and to maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser. Mortgagee shall be entitled to enter the Premises for the purpose of delivering notices or other communications to the tenants and occupants. Mortgagee shall have no liability to Mortgagor as a result of those acts. Mortgagee may deliver all of the notices and communications by ordinary first-class U.S. mail. If Mortgagor obstructs Mortgagee in its efforts to collect the rents and income from the Premises or unreasonably refuses or neglects to assist Mortgagee in collecting the rent and income, Mortgagee shall be entitled to appoint a receiver for the Premises and the income, rents, and profits, with powers that the court making the appointment may confer. Mortgagor shall at no time collect advance rent in excess of one month under any lease pertaining to the Premises, and Mortgagee shall not be bound by any rent prepayment made or received in violation of this paragraph. Mortgagee shall not have any obligation to collect rent or to enforce any other obligations of any tenant or occupant of the Premises to Mortgagor. No action taken by Mortgagee under this paragraph shall cause Mortgagee to become a "mortgagee in possession."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

BORROWER: EquityBuild, Inc.

_____(SEAL)
Jerry Cohen, President

_____[Space Below This Line For Acknowledgement]_____

STATE OF FLORIDA, _____ County ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Jerry Cohen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this ____ day of _____, 20__.

My Commission expires:

{Seal}

Notary Public

Lender Name: Ricardo Acevedo Lopez

Lender Amount: \$15,000.00

Percentage of Ownership of Total Loan: 0.36%

Monthly Interest Payment Amount to Be Received: \$2.50 per diem representing 6% APR and then thereafter \$175.00 Monthly representing 14% APR, 2 point bonus paid with first payment

DocuSigned by:
Ricardo Acevedo Lopez

Lender Signature

EquityBuild Finance, LLC, as agent and trustee has been authorized by the above listed lenders to receive the payoff in its name and issue and execute a release of said mortgage, upon payment in full of any outstanding balance.

COLLATERAL AGENCY AND SERVICING AGREEMENT

among

EQUITYBUILD FINANCE, LLC,

as Collateral Agent and Loan Servicer,

and

EACH OF THE LENDERS PARTY HERETO

DATED AS OF 3/1/2017

COLLATERAL AGENCY AND SERVICING AGREEMENT

This **COLLATERAL AGENCY AND SERVICING AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is made as of 3/1/2017, by and among (i) EquityBuild Finance, LLC, a Florida limited liability Borrower (in its individual capacity, “**EBF**”, and in its capacity as collateral agent for the Lenders (as defined below), and in its capacity as loan servicer for the Lenders, the “**Collateral Agent**” or the “**Servicer**”), and (ii) each of the Lenders party hereto (together with their respective successors and assigns as beneficiaries of the Note (as defined below), the “**Lenders**”), and is acknowledged, consented and agreed to by EquityBuild, Inc. (the “**Borrower**”).

RECITALS

A. Reference is made to that certain Note, dated 04/03/2017 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Note**”) by the Borrower in favor of the Lenders, pursuant to which, subject to the terms and conditions set forth therein, the Lenders shall make individual investment loans (each an “**Investment**”) to the Borrower as a collective secured loan (the “**Loan**”).

B. The Lenders have agreed to make the Loan to the Borrower, but only upon the condition, among others, that the Borrower grant to the Collateral Agent, for the benefit of the Lenders, as security for the Borrower’s obligations to the Lenders and the Collateral Agent under or in respect of the Note and the Mortgage (as defined below), a perfected lien on, and security interest in, the Collateral (as defined below).

C. The Lenders desire that EBF act as the collateral agent for and on behalf of all of the Lenders regarding the Collateral, all as more fully provided herein; and the Collateral Agent and the Lenders have entered into this Agreement to, among other things, further define the rights, duties, authority and responsibilities of the Collateral Agent and the relationship among the Lenders regarding their *pari passu* interests in the Collateral.

D. The Lenders also desire to retain EBF as the loan servicer to act as their agent to employ commercially reasonable and prudent practices to collect all scheduled payments on the Loan, and to protect to the best of the Servicer’s ability, the security for the Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EBF and the Lenders agree as follows:

1. DEFINED TERMS.

As used in this Agreement, and unless the context requires a different meaning, the following terms have the respective meanings indicated below, all such definitions to be equally applicable to the singular and plural forms of the terms defined.

Actionable Default – means the existence and continuance of any Event of Default (as defined in the Note) beyond any grace period in respect thereof provided in the Note or the acceleration of the maturity of the Note.

Affiliate – means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such specified Person. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract or otherwise.

Agent Professionals – means attorneys, legal counsel, accountants, appraisers, business valuation experts, environmental engineers, turnaround consultants, or other professionals or experts at any time retained by EBF in the discharge of its duties hereunder or under any of the Collateral Documents.

Agent-Related Persons – means EBF, in its capacity as Collateral Agent or Servicer, and any successor collateral agent or loan servicer, and any co-agents or separate agents appointed pursuant to Section 5, together with their respective Affiliates, and the officers, directors, employees, representatives, agents and Agent Professionals of such Persons and Affiliates.

Agreement – has the meaning specified for such term in the Preamble hereto.

Business Day – means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in New York, New York.

Collateral – has the meaning specified for such term in Mortgage.

Collateral Agent – has the meaning specified for such term in the Preamble hereto.

Collateral Documents – means the Mortgage and any other document now or hereafter evidencing a security interest, lien or other encumbrance granted to secure the obligations payable under the Note or any guarantee thereof.

Enforcement Notice – means a written notice given by the Required Lenders to the Collateral Agent stating that an Actionable Default exists.

EBF – has the meaning specified for such term in the Preamble hereto.

Lenders – has the meaning specified for such term in the Preamble hereto.

Liens – means any pledges, liens, claims, encumbrances or security interests.

Mortgage – has the meaning specified for such term in Note.

Obligations – means and includes all present and future indebtedness, obligations and liabilities of every kind and nature of the Borrower from time to time owed to any Lender under the Note arising from, evidenced by or relating to the Note or the Mortgage.

Note – has the meaning specified for such term in Recital A hereto.

Person – means any individual, partnership, corporation, limited liability Borrower, unincorporated organization or association, trust or other entity.

Required Lenders – means the Lenders acting by a majority of principal advanced by the Lenders under the Note.

Servicer – has the meaning specified in the Preamble hereto.

Total Investments – means, with respect to Investments that remain outstanding in whole or in part, the total original amount of Investments a Lender has loaned to the Borrower; provided that for purposes of Section 10(e) hereof, such amounts shall be rounded down to the nearest whole \$25,000 increment. By way of example only, if actual Total Investments equaled \$176,000, for purposes of Section 10(e), such Total Investments would equal \$175,000.

2. APPOINTMENTS; IRREVOCABLE DELEGATION OF AUTHORITY.

(a) Appointment as Collateral Agent and Loan Servicer.

The Lenders hereby appoint and designate EBF as collateral agent on their behalf hereunder and under the Mortgage. The Lenders hereby also appoint and designate EBF as the loan servicer with respect to the Loan. EBF hereby accepts such appointments on the terms and conditions set forth herein and acknowledges that it holds the Collateral and acts under the Mortgage as agent for and on behalf of the Lenders. The Lenders hereby authorize and direct the Collateral Agent to (a) enter into the Mortgage and the Note for and on behalf of and for the benefit of the Lenders in accordance with the terms hereof and thereof, (b) exercise such rights and powers under this Agreement, the Note or the Mortgage as the case may be, as are specifically granted or delegated to the Collateral Agent by the terms hereof and thereof, together with such other rights and powers as are reasonably incidental thereto or as are customarily and typically exercised by agents performing duties similar to the duties of the Collateral Agent hereunder and under the Collateral Documents, subject, however, to any express limitations set forth herein or in the Mortgage, and (c) perform the obligations of the Collateral Agent thereunder. The Lenders hereby agree to be bound by the provisions of the Mortgage and the Note. The duties of the Collateral Agent and the Servicer shall be deemed ministerial and administrative in nature, and neither the Collateral Agent nor the Servicer shall have, by reason of this Agreement or either of the Mortgage or the Note, a fiduciary relationship with any Lender and/or any Affiliate thereof.

(b) Irrevocable Delegation of Authority.

Each Lender does hereby irrevocably delegate to the Collateral Agent all of each such Lender's rights and powers under the Note and the Mortgage and agrees for the benefit of the Collateral Agent and the other Lenders not to exercise any right or power of such Lender under the Note or the Mortgage.

3. LIMITATIONS ON DUTIES AND ACTIONS OF COLLATERAL AGENT AND THE SERVICER.

Neither the Collateral Agent nor the Servicer shall have any duties or responsibilities except those expressly set forth in this Agreement and the Mortgage. Neither the Collateral Agent nor the Servicer shall be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, excepting only its own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. IN THE ABSENCE OF WRITTEN INSTRUCTIONS FROM THE REQUIRED LENDERS, NEITHER THE COLLATERAL AGENT NOR THE SERVICER SHALL FORECLOSE UPON ANY LIEN WITH RESPECT TO ANY OF THE COLLATERAL OR TAKE ANY OTHER ACTION WITH RESPECT TO THE COLLATERAL OR ANY PART THEREOF.

4. RECOURSE THROUGH COLLATERAL AGENT; SHARING OF COLLATERAL.

(a) Recourse Through Collateral Agent.

Each of the Lenders acknowledges and agrees that (i) it shall only have recourse to the Collateral through the Collateral Agent and that it shall have no independent recourse to the Collateral and (ii) the Collateral Agent shall have no obligation to, and shall not, take any action hereunder or under the Mortgage except upon written instructions from the Required Lenders in accordance with Section 6(a).

(b) Sharing of Collateral.

No Lender shall contest the validity, perfection, priority or enforceability of, or seek to avoid, any Lien securing any Obligation, and each party hereby agrees to cooperate, at no cost to the Collateral Agent, in the defense of any action contesting the validity, perfection, priority or enforceability of any such Lien. No Lender shall have the right to obtain any of the Collateral or the benefit of any Lien on any property of the Borrower solely in respect of Obligations owing to such Lender or any group of Lenders comprised of less than all the Lenders.

5. CO-AGENTS; COLLATERAL AGENT'S AND SERVICER'S USE OF PROFESSIONALS.

(a) Co-Agents.

Each of the Collateral Agent and the Servicer shall have power to appoint one or

more Persons to act as a co-agent or co-agents, jointly with the Collateral Agent and/or the Servicer, or to act as a separate agent or separate agents, with respect to all or any part of the Collateral or to enforce the Lender's rights under the Note, and to vest in such Person or Persons, in such capacity, such rights, powers, duties and obligations of the Collateral Agent and/or the Servicer, with the consent of the Required Lenders (such consent not to be unreasonably withheld or delayed), in any case only as may be necessary or desirable for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Collateral may at the time be located. Absent any specific agreement to the contrary, any co-agent or co-agents or separate agent or separate agents so appointed shall, to the extent applicable, have the rights, powers, obligations and duties of the Collateral Agent and/or the Servicer hereunder. Neither the Collateral Agent nor the Servicer shall be responsible for the negligence, default or misconduct of any such co-agent or separate agent selected by it with reasonable care nor for any fees or expenses of such co-agent or separate agent.

(b) Agent Professionals.

The Collateral Agent and the Servicer may employ one or more Agent Professionals to advise or assist it from time to time, but shall not be responsible for the negligence, default or misconduct of any such Agent Professionals selected by it with reasonable care. The Collateral Agent and the Servicer shall be entitled to rely on the advice and statements of Agent Professionals so selected. The Borrower shall pay reasonable remuneration for all services performed by Agent Professionals for the Collateral Agent and the Servicer in the discharge of its duties hereunder and under the Collateral Documents in accordance with Section 11(b) hereof.

6. INSTRUCTIONS FROM LENDERS; ENFORCEMENT NOTICE.

(a) Instructions from Lenders.

Unless otherwise excused as provided herein, both the Collateral Agent and the Servicer shall act on all written instructions received from the Required Lenders, with respect to any action to be taken or not to be taken in connection with this Agreement, the Mortgage or the Note, including, without limitation, actions to be taken in connection with an insolvency proceeding in respect of the Borrower; *provided, however*, that the Collateral Agent shall act only on written instructions from all Lenders with respect to the amendment or termination of the Mortgage, or, except as provided in the Mortgage, any Lien on property of the Borrower granted under the Mortgage. If either the Collateral Agent or the Servicer shall request instructions from the Lenders with respect to taking any particular action in connection with this Agreement, the Mortgage, the Note or any such Lien, the Collateral Agent and the Servicer shall be entitled to refrain from taking such particular action unless and until it shall have received written instructions from the Required Lenders (in which event it shall be required to act in accordance with such written instructions unless otherwise excused as provided herein), and neither the Collateral Agent nor the Servicer shall incur any liability to any Person for so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Collateral Agent or the Servicer as a result of the Collateral Agent or the

Servicer taking or not taking any action hereunder or pursuant to or in accordance with the written instructions of such Required Lenders, except for the Collateral Agent's or the Servicer's own gross negligence or willful misconduct in connection with any action taken or not taken by it, as finally determined by a court of competent jurisdiction. Notwithstanding anything to the contrary contained in this Agreement or any of the Collateral Documents, (i) the failure of the Collateral Agent or the Servicer to take any action shall not constitute gross negligence or willful misconduct by the Collateral Agent or the Servicer hereunder (A) following a request by the Collateral Agent or the Servicer for the Required Lenders' consent to such action and the failure of the Required Lenders to respond to such request or (B) in the absence of written instructions from the Required Lenders and (ii) neither the Collateral Agent nor the Servicer shall be required to take any action that is, in its opinion (which may be, but is not required to be, based on the advice of legal counsel), contrary to applicable law or the Note or the Mortgage or that would, in its reasonable opinion, subject it or any Agent-Related Persons to liability or that would require it to expend or risk its own funds.

(b) Enforcement Notices.

The Collateral Agent shall, as soon as practicable but in any event, if applicable, within ten (10) Business Days following receipt thereof, furnish to each of the Lenders:

- (i) a copy of each Enforcement Notice received by the Collateral Agent;
- (ii) a copy of each certificate or other written notice received by the Collateral Agent rescinding or withdrawing an Enforcement Notice;
- (iii) a copy of any written notice or other written communication given or received by the Collateral Agent under the Note or the Mortgage; and
- (iv) such other written notices required by the terms of this Agreement to be furnished by or to the Collateral Agent.

Any Enforcement Notice shall be deemed to have been given when actually received by the Collateral Agent and to have been rescinded or withdrawn when the Collateral Agent has actually received from the notifying party a written notice rescinding or withdrawing such Enforcement Notice. Any Enforcement Notice shall be deemed to be outstanding and in effect at all times after such notice has been given until such time, if any, as such notice has been rescinded or withdrawn.

7. NO RESPONSIBILITY OF COLLATERAL AGENT OR SERVICER FOR CERTAIN MATTERS.

Neither the Collateral Agent nor the Servicer shall be responsible in any manner whatsoever for the correctness of any recitals, statements, information, representations or warranties contained herein or in the Mortgage except for those made by it herein. Neither the Collateral Agent nor the Servicer makes any representation or warranty as to, and is not responsible in any way for: (i) the description, value, location, existence, or condition of any Collateral; (ii) the financial condition of the Borrower or the title of the

Borrower to any of the Collateral; (iii) the sufficiency of the security afforded by this Agreement, the Note or the Mortgage or whether registration in respect thereof has been properly effected or maintained; (iv) the validity, genuineness, correctness, perfection, or priority of any Lien with respect to the Collateral; (v) other than in respect of itself as to the Collateral Agent's and the Servicer's representations in Section 15(p) hereof, the validity, proper execution, enforceability, legality, or sufficiency of this Agreement, the Note, the Mortgage or any instrument deposited with the Collateral Agent or the Servicer; (vi) the identity, authority or right of any Lender executing any document; or (vii) the filing or renewal of any registration of the Mortgage or any public filing required under applicable law to perfect any of the Collateral Agent's Liens, for the benefit of the Lenders, in any of the Collateral. Neither the Collateral Agent nor the Servicer shall be required to ascertain or inquire as to the performance by the Borrower of any of its covenants or obligations hereunder or under the Mortgage or the Note. In no event shall either the Collateral Agent or the Servicer be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent or the Servicer has been advised of the likelihood of such loss or damage and regardless of the form of action.

8. LIMITED DUTIES OF COLLATERAL AGENT REGARDING COLLATERAL; FURTHER ACTS WITH RESPECT TO COLLATERAL.

(a) The Collateral Agent shall not be responsible for insuring any of the Collateral or for the payment of taxes, charges, fines, levies, assessments or for ensuring or protecting the validity, genuineness, correctness, perfection, or priority of any Lien upon any of the Collateral, and shall be indemnified therefor as provided in Section 12. Furthermore, the Collateral Agent shall not be responsible for the maintenance or safeguarding of any Collateral, except as provided in the immediately following sentence when the Collateral Agent has actual possession of any Collateral. The Collateral Agent shall not have any duty to any of the Lenders with respect to any Collateral, including, without limitation, any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent selected by it with reasonable care, or any income therefrom or for the preservation of rights against prior parties or any other rights pertaining to the Collateral, except as stated in the next succeeding paragraph.

(b) Beyond the exercise of reasonable care in the custody thereof and the duty to account for monies actually received by it, the Collateral Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent with

reasonable care. The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Collateral Agent, or for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Borrower to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

9. DUTIES AS LOAN SERVICER.

(a) Specific Loan Services/Functions.

In its capacity as the Servicer, EBF shall: (a) issue payment coupons or monthly statements to the Borrower directing Loan repayment to the Lenders or the Servicer; (b) issue payoff demands, beneficiary statements and mortgage ratings; (c) demand, receive and collect all Loan payments, deposit them by the next business day into the Servicer's trust account and/or facilitate having them paid directly to Lender, in each case within 25 days of the date due; (d) issue annual Form 1099 income tax statements to the Borrower and Lenders; (e) answer Borrower inquiries, demands and requests; (f) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by the Required Lenders; (g) monitor the continued effectiveness and claims on any property insurance listed in the Loan escrow instructions; (h) request and receive notices of default on senior liens; (i) receive notices of property tax delinquencies, should a tax service be ordered through escrow or subsequently; and (j) execute and deliver on Lenders' behalf and in Lenders' name any documents necessary or convenient for the purpose of maintaining or enforcing the Loan.

(b) Protective Advances.

Upon request of the Servicer, Lenders shall make such advances as approved by the Required Lenders to be necessary and prudent to protect and to collect Lenders' interest in the Loan. If any Lender fails to make advances approved by the Required Lenders, the other Lenders are authorized to advance the amount the non-paying Lender failed to advance and to receive payment in full with interest at 10% per annum before any further payments are made to the non-paying Lender and, the non-defaulting Lenders shall also have the option, exercisable within 30 days after Lender's failure to pay, to purchase such Lender's interest in the Loan for the outstanding principal balance and any accrued interest, fees and costs owed to the defaulting Lender, payable within 15 days after the election to purchase is made. The Servicer, in its absolute discretion, may advance its own funds to protect the security of the Loan, including advances to cure senior liens, property insurance, foreclosure expenses, repair, advertising, litigation expenses and similar items, but not Loan payments. The Servicer shall be reimbursed such advances, with interest at the interest rate then payable with respect to the Loan, from the next Loan payment, or within 10 days after a written request to Lenders. To secure the Servicer's

advances, Lenders hereby irrevocably assign to the Servicer, to the extent of advances owed to the Servicer, the first Loan payments received after an advance is made. A defaulting or non-paying Lender will be liable to the remaining Lenders for all damages incurred as result of his/her/their failure to act or failure to advance funds including, but not limited to, actual attorneys' fees, court costs and fees, or any damages related to loss of the security for the Loan.

(c) Loan Documents.

To the extent not maintained by the Collateral Agent, the Servicer shall retain custody as agent for Lenders of the original Note and Mortgage.

(d) Real Estate Owned.

The Servicer is also Lenders' agent (in conjunction with the Collateral Agent) to liquidate any real estate acquired by Lenders in foreclosure of the property securing the Loan (the "**Property**"). During the foreclosure process, the Servicer's servicing fee shall continue as set forth in Section 12 herein. Additionally, at the option of Lenders and by separate fee agreement to be signed by the parties, the Servicer shall: (i) arrange appropriate property insurance; (ii) manage the Property, including arranging maintenance and construction, tenant relations, repair and security; (iii) arrange for the valuation and resale of the Property, including hiring a Realtor® or broker to list, show and sell the Property; and (iv) accept reasonable offers on the Property, at the price and terms approved by the Required Lenders and execute all necessary and appropriate documentation to carry out the sale.

(e) Servicing Fees.

The Servicer's fee to each Lender to service any Loan shall be up to 8% interest per annum on the Investment made by such Lender in the Loan, as such amount may adjust from time to time upon making an Investment in the Loan (or upon making Investments in any other Loan) in accordance with this Section 9(e). The Servicer's fee to a Lender in respect of its Investment shall be the specified interest per annum listed on the signed Exhibit A to the Note and the signed Exhibit A to the Mortgage provided in the investment paperwork and signed by the Lender.

The fee is deducted from the interest payment payable by the Borrower under the Note. The Servicer shall be further compensated for work in respect of delinquent payments or other default by Borrower by assessing and receiving late charges, and by collecting an additional 2% of the principal amount of the Loan of any payments (whether interest or late fees) made to Lenders (or for their benefit) after the assessment of default interest on the Borrower under the Note that equal or exceed 2% interest per annum of the principal amount of the Loan. Said additional amounts shall only be collected if default interest is, in fact, charged to the Borrower. Lenders shall receive any benefit of the default interest rate and late fee payments in excess of the 2% interest per annum on the principal amount of the Loan collected by the Servicer.

(f) Origination Fee.

On the Closing Statement of the Loan the Collateral Agent may charge the Borrower an origination fee ("**Origination Fee**") of up to 5% of the principal amount of the Loan.

10. RELIANCE ON WRITINGS.

Both the Collateral Agent and the Servicer shall be entitled and fully authorized to rely and act, and shall be fully protected in relying and acting, upon any writing, instruction, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or other document believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and statements of the Borrower (including, without limitation, counsel to the Borrower) or the Lenders. Neither the Collateral Agent nor the Servicer shall have any duty to verify or confirm the content of any writing, instruction, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or other document.

11. RESIGNATION AND REMOVAL OF COLLATERAL AGENT AND/OR SERVICER.

(a) Resignation or Removal.

Both the Collateral Agent and the Servicer may at any time resign, effective upon 30 days prior written notice (or such shorter period as may be agreed to by the Required Lenders and such party) to the Lenders and the Borrower, and either may be removed for or without cause at any time by the Required Lenders, effective upon 30 days' notice. In the event of any resignation or removal, the Required Lenders shall have the right to appoint a successor Collateral Agent and/or Servicer (which successor Collateral Agent and/or Servicer may be one of the Lenders or a financial institution that is engaged in the provision of agency services in syndicated commercial loan transactions or a trust Borrower that is engaged in the provision of trust services in secured private placement transactions), but, if the Required Lenders have not appointed a successor Collateral Agent and/or Servicer, as the case may be, within 30 days after the resigning Collateral Agent's and/or Servicer's giving of notice of resignation or its removal, the retiring Collateral Agent and/or Servicer, as the case may be, shall, at the expense of the Borrower, on behalf of the Lenders, subject to the above provision regarding the identity and nature of a permissible successor Collateral Agent and/or Servicer, either appoint a successor Collateral Agent and/or Servicer or apply to the appropriate court to make such appointment. Upon the acceptance of any appointment as a Collateral Agent and/or Servicer, as the case may be, hereunder by a successor, to be evidenced by the successor Collateral Agent's or Servicer's, as the case may be, execution and delivery to the Borrower, the Lenders and the retiring Collateral Agent and/or Servicer, as the case may be, of a counterpart of this Agreement, such successor Collateral Agent and/or Servicer, as the case may be, shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of the retiring Collateral Agent and/or Servicer, as the case may be, and the retiring Collateral Agent and/or Servicer, as the case may be, shall be discharged from any further duties and obligations as Collateral Agent and/or Servicer, as the case may be, as appropriate, under this Agreement, the Note and the Mortgage. The payment and indemnity obligations of the Borrower provided for in Section 12 shall survive any such removal or resignation in favor of the retiring Collateral Agent and/or Servicer, as the case may be, in respect of any matter arising during or after its tenure as Collateral Agent and/or Servicer, as the case may be. For the avoidance of doubt, removal hereunder of EBF as the Collateral Agent in no way constitutes a removal of EBF as the Servicer and vice versa.

(b) Vesting.

Upon the request of any successor Collateral Agent and/or Servicer, at the expense of the Borrower, the Lenders, the Borrower and the predecessor Collateral Agent and/or Servicer, as the case may be, shall promptly execute and deliver such instruments, conveyances, and assurances reflecting terms consistent with the terms hereof, the Mortgage and the Note for the purpose of more fully and certainly vesting and confirming in such successor Collateral Agent and/or Servicer, as the case may be, its

interest in, and Liens upon, the Collateral and all rights, powers, duties, and obligations of the predecessor Collateral Agent and/or Servicer, as the case may be, hereunder and under the Mortgage and the Note, and the predecessor Collateral Agent and/or Servicer, as the case may be, shall also promptly assign and deliver to the successor Collateral Agent and/or Servicer, as the case may be, any Collateral subject to the Liens of the Mortgage that may then be in its possession, as applicable.

(c) Successors.

Any entity into which a Collateral Agent or Servicer may be amalgamated or merged, or with which it may be consolidated, or any entity resulting from any amalgamation, merger or consolidation to which a Collateral Agent or Servicer shall be a party, as a whole or substantially as a whole, shall be the successor of such Collateral Agent or Servicer hereunder if legally bound hereby as such successor, without the necessity for execution or filing of any paper or any further act on the part of any of the parties hereto, anything to the contrary contained herein notwithstanding.

12. FEES TO COLLATERAL AGENT; PAYMENTS; INDEMNITY.

(a) Fees.

In addition to any other fees owed to Servicer or Collateral Agent from either (i) Borrower, and paid by Borrower to Servicer or Collateral Agent, or (ii) Lender, and paid by Borrower out of amounts otherwise due to Lender, the Lender shall pay to the Collateral Agent all fees required to be paid under the Fee Schedule attached hereto as Schedule I with respect to this Agreement at the times and in the amounts set forth therein. Any amounts owed by Lender may, at Collateral Agent's discretion, be paid by Borrower out of amounts otherwise payable from Borrower to Lender.

(b) Payment by the Borrower.

The Borrower agrees that it will pay all of the Collateral Agent's and the Servicer's fees, as applicable, including those owed by the Lender listed on Schedule I, which shall be paid by the Borrower on behalf of the Lender out of amounts otherwise due to the Borrower, for its respective services hereunder and will pay or reimburse the Collateral Agent and the Servicer upon its request for all of their respective expenses, disbursements and advances incurred or made in the administration of their respective duties hereunder and under the Note and the Mortgage, as applicable (including, without limitation, reasonable legal fees and expenses and the reasonable compensation of all Agent Professionals, Agent-Related Persons and other advisers, agents or experts employed or retained by the Collateral Agent or the Servicer pursuant to this Agreement). In addition to and without limiting any other protection of the Collateral Agent and/or the Servicer hereunder or otherwise by law, the Borrower shall indemnify the Agent-Related Persons for any and all liabilities, obligations, losses, damages, penalties, actions, claims, demands, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be suffered by, imposed on, incurred by or asserted against any Agent-Related Person, whether groundless or otherwise, howsoever arising from or out

of, or in any way related to the subject matter of, this Agreement, the Note, the Mortgage or any of the Collateral or the performance or enforcement of any of the terms of any thereof, including fees and expenses of special counsel; *provided* that the Borrower shall not be liable for any such payment to any Agent-Related Person to the extent the obligation to make such payment has been caused by such Agent-Related Person's own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. All statements from the Collateral Agent, the Servicer or any other Person for obligations owing by the Borrower pursuant to the preceding sentence shall be sent to the Borrower. Any amount due under this Section 12(b) and unpaid 10 Business Days after request for such payment will bear interest from the expiration of such 10 Business Days at a rate per annum equal to two percent (2%) above the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York City as its prime rate, payable on demand. If not timely paid by the Borrower, at the Collateral Agent's or the Servicer's election, all amounts so payable and the interest thereon will be payable out of any assets in the possession of the Collateral Agent and/or the Servicer and any other Collateral in priority to amounts owing to any and all other parties to this Agreement.

(c) Survival.

The obligations of the Borrower and the Lenders under this Section 12 shall survive the payment in full of all of the other Obligations, the resignation or removal of the Collateral Agent and/or the Servicer and the termination of this Agreement.

13. COLLATERAL AGENT'S AND SERVICER'S FUNDS NOT AT RISK.

For purposes of clarity, no provision of this Agreement or the Mortgage, and no request of any Lender or other Person shall require either the Collateral Agent or the Servicer to expend or risk any of its own funds, or to take any legal or other action under this Agreement, the Note or the Mortgage which might, in its reasonable judgment, involve any expense or any financial or other liability unless the Collateral Agent or the Servicer shall be furnished with indemnification acceptable to it, acting reasonably, including the advance of funds sufficient in the judgment of the Collateral Agent or the Servicer, as applicable, to satisfy such liability, costs and expenses.

14. INDEPENDENT CREDIT DECISIONS.

Each Lender acknowledges that it has, independently and without reliance upon the Collateral Agent, the Servicer or any other Lender and based upon such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any of the Collateral Agent, the Servicer or any other Lender and based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

15. DETERMINATION OF LENDERS; SUBSEQUENT LENDERS BOUND.

The Collateral Agent and the Servicer may deem and treat the payee of any promissory note or other evidence of indebtedness or obligation relating to any Obligation as the owner thereof for all purposes hereof unless and until (i) a written notice of the assignment or transfer thereof signed by such payee and (ii) a written acknowledgment agreeing to be bound by the terms hereof and such other documents required by Section 16(d), each signed by the assignee or transferee, and in form reasonably satisfactory to the Collateral Agent and/or the Servicer, shall have been filed with the Collateral Agent and/or the Servicer, as applicable. Any request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the holder of any such note or other evidence of indebtedness or obligation, shall be conclusive and binding on any subsequent holder, transferee or assignee of such note or other evidence of indebtedness or obligation and of any note or notes or other evidences of indebtedness or obligation issued in exchange therefor.

16. MISCELLANEOUS.

(a) Notices.

All notices, requests and other communications shall have been duly given and shall be effective (a) when delivered by hand, (b) when transmitted via telecopy or email (or other facsimile device) with receipt confirmed with respect to telecopy, (c) the Business Day next following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (d) the third Business Day next following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address, telecopy number or email address as provided in the immediately succeeding sentence; provided, however, that if any notice is delivered on a day other than a Business Day, or after 5:00 P.M. (Eastern time) on any Business Day, then such notice shall not be effective until the next Business Day. For purposes hereof, the address of each party hereto and its facsimile number or email address (until written notice of a change thereof is delivered to the Collateral Agent, the Servicer, the Borrower and each Lender) shall be as set forth in Schedule II hereto, or at such other address as such party may specify by written notice to the other parties hereto. Notices to any Person that becomes a holder of Obligations after the date hereof shall be given to such address or facsimile number or email address of which such Person shall have given written notice to the Collateral Agent, the Servicer and the Borrower.

(b) Amendments.

No provision of this Agreement may be amended or waived except by a writing signed by the Required Lenders, the Collateral Agent and the Servicer; provided, however, that any amendment expanding the obligations or liabilities of the Borrower either hereunder or thereunder shall require the Borrower's consent.

(c) Conflicts with Collateral Documents and other Transaction Documents.

The Collateral Agent, the Servicer and the Lenders agree that, if any provision of this Agreement is inconsistent with or contrary to any provisions in the Note or the

Mortgage, the provisions of this Agreement shall prevail as between and among the Collateral Agent, the Servicer and the Lenders.

(d) Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the Collateral Agent, the Servicer and the Lenders and their respective successors and assigns. If any Lender shall assign or transfer the Obligations owing to it, it shall promptly so notify the Collateral Agent and the Servicer in writing. No Lender which assigns or transfers any Obligations owing to it shall assign or transfer its benefits under the Collateral Documents without obtaining from the assignee or transferee and delivering to the Collateral Agent, the Servicer and the Lenders a joinder agreement and an executed acknowledgment of the assignee or transferee agreeing to be bound by the terms hereof to the same extent as if it had been a Lender on the date hereof. Each assignee or transferee of any Obligations shall take such Obligations subject to the provisions of this Agreement and to any request made, waiver or consent given or other action taken or authorized hereunder by each previous holder of such Obligations prior to the receipt by the Collateral Agent and the Servicer of written notice of such assignment or transfer; and, except as expressly otherwise provided in such notice, the Collateral Agent and/or the Servicer shall be entitled to assume conclusively that the assignee or transferee named in such notice shall thereafter be vested with all rights and powers as a Lender under this Agreement (and the Collateral Agent and the Servicer may conclusively assume that no Obligations have been subject to any assignment or transfer other than transfers of which the Collateral Agent and the Servicer have received such a notice). Upon the written request of any Lender or the Borrower, the Collateral Agent and the Servicer will provide such Lender and the Borrower with copies of any written notices of transfer received pursuant hereto.

(e) Continuing Effectiveness.

This Agreement shall continue to be effective among the Collateral Agent, the Servicer and the Lenders even though a case or proceeding under any bankruptcy or insolvency law or any proceeding in the nature of a receivership, whether or not under any insolvency law, shall be instituted with respect to the Borrower or any portion of the property or assets of the Borrower, and all actions taken by the Collateral Agent with respect to the Collateral or by the Collateral Agent, the Servicer and the Lenders with regard to such proceeding shall be determined by the Required Lenders; provided, however, that nothing herein shall be interpreted to preclude any Lender from filing a proof of claim with respect to its Obligations or from casting its vote, or abstaining from voting, for or against confirmation of a plan of reorganization in a case of bankruptcy, insolvency or similar law in its sole discretion.

(f) Further Assurances.

Each party and the Borrower agrees to do such further acts and things and to execute and deliver such additional agreements, powers and instruments as necessary or as any Lender or the Collateral Agent or the Servicer may reasonably request to carry into effect

the terms, provisions and purposes of this Agreement or to better assure and confirm unto the Collateral Agent or the Servicer or any of the other Lenders their respective rights, powers and remedies hereunder.

(g) Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Agreement by fax or pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

(h) Effectiveness.

This Agreement shall become effective immediately upon execution hereof by the Collateral Agent, the Servicer, the Required Lenders and the Borrower, and shall continue in full force and effect until 91 days following the date upon which all Obligations are irrevocably paid and satisfied in full; provided that, if the Obligations due and owing to a Lender have been paid and satisfied in full, then such Lender shall be deemed released from this Agreement without any further action being necessary. Any such released Lender shall give the Collateral Agent notice of such release but the failure to give such notice shall not affect such release.

(i) Governing Law.

THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF ILLINOIS, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(j) Jurisdiction.

(i) Each party hereto irrevocably submits to the non-exclusive jurisdiction of any Illinois state or federal court sitting in Cook County, Illinois, over any suit, action or proceeding arising out of or relating to this Agreement or any of the agreements, documents or instruments delivered in connection herewith or therewith. To the fullest extent permitted by applicable law, the parties hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(ii) Nothing in this Section 16(j) shall affect the right that the Collateral Agent, the Servicer or any of the Lenders to serve process in any manner permitted by law, or limit any right that any party hereto may have to bring proceedings against the Borrower

in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(iii) THE PARTIES HERETO IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION HERewith OR THEREWITH OR THE ACTIONS OF THE LENDERS, THE COLLATERAL AGENT OR THE SERVICER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

(k) Headings; Sections.

Headings of Sections of this Agreement have been included herein for convenience only and should not be considered in interpreting this Agreement. Unless stated otherwise in this Agreement, references in this Agreement to Sections are references to Sections of this Agreement.

(l) No Implied Beneficiaries.

Nothing in this Agreement (except Section 16(b)), expressed or implied, is intended or shall be construed to confer upon or give to any Person, other than the Lenders, the Collateral Agent and the Servicer, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation herein contained.

(m) Severability.

If any provision of this Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction, or because it conflicts with any other provision or provisions hereof or with any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon the determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to their original intention as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(n) Obligations Individual.

The obligations and representations and warranties of the Collateral Agent, the Servicer and each of the Lenders herein are made by each of them individually. Nothing herein contained shall be construed as creating among the Lenders, or among the Collateral Agent, the Servicer and the Lenders, a partnership, joint venture or other joint association.

(o) No Obligation to Extend Credit.

No provision of this Agreement shall be construed as obligating the Collateral Agent, the Servicer or any Lender to advance any monies or otherwise extend credit to the Borrower at any time.

(p) Representations of Parties.

Each of the Lenders, the Collateral Agent and the Servicer, severally and not jointly, represents and warrants to the other parties hereto that such party has all requisite power and capacity to execute, deliver and perform this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of such party and that this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

(q) Limitation of Liability Due to Forces Beyond Collateral Agent's or Servicer's Control.


In no event shall the Collateral Agent or the Servicer be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent and the Servicer shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

[Remainder of page intentionally left blank; next page is signature page.]

IN WITNESS WHEREOF, the Collateral Agent, the Servicer and the Lenders have executed or caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first above written.


COLLATERAL AGENT:

EQUITYBUILD FINANCE, LLC, as Collateral Agent on behalf of the Lenders listed below

By: 
Name: _____
Elizabeth Kammerer
Title: Asset Manager

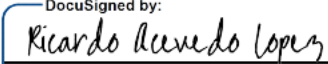
SERVICER:

EQUITYBUILD FINANCE, LLC, as Servicer

By: 
Name: _____
Elizabeth Kammerer
Title: Asset Manager

[Signature Page to Collateral Agency and Servicing Agreement]

LENDERS:

By: 
Name: Ricardo Acvedo Lopez
Title:

By: _____
Name: _____
Title:


By:
Name:
Title:

[Signature Page to Collateral Agency Agreement]

ACKNOWLEDGED, CONSENTED AND AGREED TO:

BORROWER:

EquityBuild, Inc.

By:  _____

Name: Elizabeth Kammerer

Title: Closing Coordinator

[Signature Page to Collateral Agency Agreement]

SCHEDULE I

COLLATERAL AGENT FEE SCHEDULE

Section 1: Payouts

All payouts paid by check.

If Lender requests different method, fees are as follows:

- Wire funds: \$50
- Overnight check: \$50
- Direct deposit: No fee

Section 2: Buyouts

If Lender requests principal back prior to Loan's maturity date (and request granted), Lender must pay an early liquidation fee equal to: (i) 12% of the amount being returned if the request is made within one year of the date the Loan is funded (the "**Origination Date**"); and (ii) 10% of the amount being returned if the request is made between one and two years of the Origination Date. This fee is not intended to be a penalty but is an estimate, and indicative, of the actual cost and expenses EBF will incur in conjunction with such request.

EBF reserves the right to extend the maturity date on any Loan at the request of the Borrower. At that time, anyone who wishes to not participate in the extension may receive a return of their Investment and no fee will be charged in respect thereof .

SCHEDULE II

ADDRESSES FOR NOTICES

If to EquityBuild Finance, LLC, as either Collateral Agent or Servicer:

EquityBuild Finance, LLC
[Address] 5068 West Plano Pkwy. #300
Plano, TX 75093
Attention: [Elizabeth Kammerer]
Facsimile: []
E-mail: [elizabeth@equitybuildfinance.com]

If to the Lenders:

[Name] Ricardo Acevedo Lopez
[Address] 620 Opposition Way
Wake Forest, NC 27587
Attention: []
Facsimile: []
E-mail: [ricardo_acevedo1@hotmail.com]

[Name]
[Address]
Attention: []
Facsimile: []
E-mail: []

[Name]
[Address]
Attention: []
Facsimile: []
E-mail: []

If to the Borrower:

EquityBuild, Inc.
[Address] 1083 N Collier Blvd. #132
Marco Island, FL 34145
Attention: [Elizabeth Kammerer]
Facsimile: []
E-mail: [elizabeth@equitybuild.com]



EQUITY BUILD

F I N A N C E

Phone: (877) 978-1916 X 1814 Email: docs@equitybuild.com

Wire Transfer Instructions

Bank:

Wells Fargo Bank, N.A.

Address:

**420 Montgomery
San Francisco, CA 94104**

Beneficiary:

EquityBuild, Inc.

ABA:

121000248

Account:

8345876992

Property/Investment Address: 1700 W Juneway

Amount To Wire: \$ 15,000.00

Lender Initial: ^{DS} RLL

Date Wire Will Be Initiated: March 2nd



EQUITY BUILD

F I N A N C E

Phone: (877) 978-1916 X 1814 Email: docs@equitybuild.com

Payment Schedule

Timing of Interest Payments:

All interest payments are made in arrears. Lenders first interest payment will come between the 15th and 25th of the following month after the property closes. The first payment will be for the prorated interest from the date of closing to the end of the month. All subsequent payments will be for 30 days worth of interest conforming to a standard financial calendar of 360 days.

Example 1:

If a property closes January 5th, lenders will receive a payment on February 25th for the 26 days of interest from the month of January (all months are considered as being 30 days long when using a 360 calendar year) plus any bonuses, if applicable.

Example 2:

If a property closes February 18th, on March 25th, you will receive a payment for the 13 days of interest from the month of February (all months are considered as being 30 days long when using a 360 calendar) plus any bonuses, if applicable.

Example 3:

If a property closes March 30th, on April 25th, you will receive a payment for the 1 day of interest from the month of March (all months are considered as being 30 days long when using a 360 calendar) plus any bonuses, if applicable.

The first payment will also include, if applicable, all bonuses, 14 Day Policy Interest and 6% Accrual Interest. The final payment also known as the Balloon Payment, will include your principal and any remaining unpaid accrued interest.

14 Day Interest Policy:

Interest is paid when has been fully funded and officially closed. Should a closing be delayed, you will begin to accrue interest no later than 14 days after the original closing date. (For example, If a property was scheduled to close August 3rd and is then delayed to August 25th, you will begin accruing interest on August 17th).

6% Interest Accrual Policy:

If we receive a client's funds prior to the close date, client will accrue interest at 6% APR until the property closes. That interest will be included in the client's initial interest payment.

Note: You will receive the 6% APR accrual until the property closes, or, when the 14 day interest policy comes into effect. Whichever occurs first.

DocuSigned by:

Ricardo Acvedo Lopez

4A93330F92AD449...

Date: 3/1/2017



EQUITY BUILD

F I N A N C E

Phone: (877) 978-1916 X 1814 Email: docs@equitybuild.com

New Client Form

Check if LLC is a self-directed IRA

Name: Ricardo Acevedo Lopez

Preferred name on legal documents

LLC name if applicable

Preferred Email: ricardo_acevedo1@hotmail.com

Default

Alternate

Address: 620 Opposition Way, Wake Forest, NC 27587

Street

City

State

Zip

Contact

Number(s): 919-271-2921

Primary

Secondary

SSN/EIN: 583638400

Required to send your 1099 for your taxes

*if investing via an IRA

Please list your preferred custodian: _____

Name

Email

Please scan and send a photo ID (Drivers License, Passport, etc.)

To: NewAccount@EquityBuildFinance.com

Signature: Ricardo Acevedo Lopez

DocuSigned by:

4A93330F92AD449...

Date: 3/1/2017

Business Payroll Services Direct Deposit Authorization



1. Company Information

Company Name EquityBuild Finance, LLC Company EIN 27-4934617

2. Investor Information (Individual)

Last Name Acevedo Lopez First Name Ricardo MI _____
Social Security Number (SSN) for year-end tax notification only.

2. Investor Information (LLC)

Business Name _____
Employee Identification Number (EIN) for year-end tax notification only.

3. Bank Information *

Bank Name Bank of America Account Type Checking Savings
Routing/Transit Number. *These are the nine digits to the left of your account number on the bottom of your check (must begin with 0, 1, 2, or 3).*
053000196
Account Number _____
Deposit interest for \$ _____ of total investment in this account

4. Additional Bank Information *

Bank Name _____ Account Type Checking Savings
Routing/Transit Number. *These are the nine digits to the left of your account number on the bottom of your check (must begin with 0, 1, 2, or 3).*
Account Number _____
Deposit interest for \$ _____ of total investment in this account

5. Authorization Agreement For Direct Deposit

*Please note, it can take 6-10 business days to process your direct deposit request and or you to begin receiving direct deposits.

I authorize my employer to make deposits to my account. In the unlikely event of a deposit error, I authorize my employer to make adjustments to correct the error.

Signature Ricardo Acevedo Lopez Date 3/1/2017



Certificate Of Completion

| | |
|--|----------------------------|
| Envelope Id: A99D9EBE37D24D6B988513E3F1BD760C | Status: Completed |
| Subject: 1700 W Juneway - Ricardo Acevedo Lopez -Investment Packet | |
| Source Envelope: | |
| Document Pages: 45 | Signatures: 6 |
| Supplemental Document Pages: 0 | Initials: 1 |
| Certificate Pages: 2 | |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | EquityBuild Documents Team |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 757 E 20th Suite 370 442 |
| | Denver, CO 80205 |
| | docs@equitybuild.com |
| | IP Address: 104.180.17.26 |

Record Tracking

| | | |
|--|--|--------------------|
| Status: Original 2/24/2017 4:33:11 PM | Holder: EquityBuild Documents Team docs@equitybuild.com | Location: DocuSign |
|--|--|--------------------|

Signer Events

EquityBuild Documents Team
docs@equitybuild.com
Customer Service Rep
EquityBuild, Inc.
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

Completed

Using IP Address: 104.180.17.26

Timestamp

Sent: 2/24/2017 4:34:16 PM
Viewed: 2/24/2017 4:34:26 PM
Signed: 2/24/2017 4:36:26 PM

Elizabeth Kammerer
elizabeth@equitybuildfinance.com
Closing Coordinator
EquityBuild, Inc.
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Completed

Using IP Address: 99.99.199.142
Signed using mobile

Sent: 2/24/2017 4:36:30 PM
Viewed: 2/27/2017 9:49:04 AM
Signed: 2/27/2017 9:49:22 AM

Ricardo Acevedo Lopez
ricardo_acevedo1@hotmail.com
Security Level: Email, Account Authentication (None)

DocuSigned by:
Ricardo Acevedo Lopez
4A93330F92AD449...

Using IP Address: 173.95.155.12

Sent: 2/27/2017 9:49:26 AM
Resent: 2/27/2017 1:01:10 PM
Resent: 2/28/2017 11:48:13 AM
Resent: 3/1/2017 1:23:13 PM
Viewed: 2/27/2017 12:00:39 PM
Signed: 3/1/2017 6:00:15 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

| Carbon Copy Events | Status | Timestamp |
|--|---------------|----------------------------|
| Kathie Grill kgrill@equitybuildfinance.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 2/27/2017 9:49:26 AM |
| Tanna Dreiling tanna@equitybuild.com Controller EquityBuild, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 3/1/2017 6:00:19 PM |
| Shawn Flaherty sflaherty@equitybuildfinance.com Mortgage Loan Processor Equitybuild Finance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 3/1/2017 6:00:20 PM |

| Notary Events | Timestamp |
|---------------|-----------|
|---------------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 3/1/2017 6:00:20 PM |
| Certified Delivered | Security Checked | 3/1/2017 6:00:20 PM |
| Signing Complete | Security Checked | 3/1/2017 6:00:20 PM |
| Completed | Security Checked | 3/1/2017 6:00:20 PM |

| Payment Events | Status | Timestamps |
|----------------|--------|------------|
|----------------|--------|------------|

From: Meredith Smith
Sent: Thursday, March 9, 2017 9:44 AM CST
To: Ricardo Acevedo
CC: Kathie Grill
Subject: Wire Received - 1700 W Juneway

Hello Ricardo,

Your wire of \$15,000 was received yesterday for your investment on 1700 W Juneway. I hope you have a wonderful day!

--

Thanks,

Ms. Meredith Smith *Documentation and Compliance Specialist for EquityBuild, Inc.*
Phone: [\(877\) 978-1916 Ext. 1814](tel:(877)978-1916) or eFax: [\(877\) 978-2727](tel:(877)978-2727) Email: meredith@equitybuild.com

This email is intended only for the person or entity to which it is addressed and may contain information that is confidential, privileged, or otherwise protected from disclosure under applicable law. Dissemination, distribution or copying of this email including the information contained herein or any attachments hereto (the "message") by anyone other than the intended recipient, or an employee of agent responsible for delivering the message to the intended recipient, is strictly prohibited. If you received this email in error, please immediately contact the sender and destroy the material in its entirety whether in electronic or hard copy format.

Exhibit

2

exhibitsticker.com

| | |
|--|--------------------------------------|
| LENDER LMJ Sales, Inc. | BORROWER EQUITYBUILD, INC. |
| | 1083 N COLLIER BLVD. #132 |
| C/O EQUITYBUILD FINANCE, LLC 5068 WEST PLANO PKWY #300 PLANO, TX 75093 | MARCO ISLAND, FL 34145 |

**COMMERCIAL FLAT
RATE PROMISSORY
NOTE**
With Balloon Payment
Illinois

| Interest Rate | Principal | Funding Date | Maturity Date | Loan Number |
|----------------------|---------------|--------------|---------------|-------------|
| 16% For 18 Months | \$ 100,000.00 | 02/06/2017 | 08/01/2018 | N/A |

THIS LOAN IS PAYABLE IN FULL ON OR BEFORE THE "MATURITY DATE" LISTED HEREIN. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST, AND FEES AND COSTS, THEN DUE TO THE LENDER. **LENDER IS UNDER NO OBLIGATION TO REFINANCE, EXTEND OR MODIFY THE LOAN AT THAT TIME.** YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER (WHICH MAY OR MAY NOT BE THE LENDER YOU HAVE THIS LOAN WITH), WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER. FOR VALUE RECEIVED, the undersigned Borrower(s), Maker(s) and/or Guarantor(s) (hereinafter the "Borrower") promises to pay **The persons listed on Exhibit A to this Note C/O EquityBuild Finance, LLC** (hereinafter collectively referred to as the "Holder" or "Lender"), at **5068 West Plano Pkwy. #300 Plano, TX 75093**, the principal sum of

ONE HUNDRED THOUSAND _____ and 00/100 DOLLARS (\$ 100,000.00 _____), together

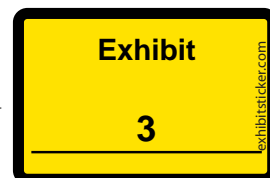
with interest from the above date at the interest rate of **SIXTEEN PERCENT (16.0%)** per annum on the unpaid principal balance until paid. The principal of this Note, plus accrued interest at the rate aforesaid, shall be due and payable in **EIGHTEEN (18)** installments as follows:

a) ONE (1) interest payment in the amount of ONE THOUSAND ONE HUNDRED ELEVEN and 11 /100 DOLLARS (\$ 1,111.11 _____), beginning on or before **FEBRUARY 06, 2017**; and

b) SIXTEEN (16) equal and consecutive interest only payments in the amount of ONE THOUSAND THREE HUNDRED THIRTY-THREE and 33 /100 DOLLARS (\$ 1,333.33 _____), beginning on or before **APRIL 01, 2017**; and continuing each and every month thereafter; and

c) One (1) final balloon payment on or before **AUGUST 01, 2018**, at which time the entire principal balance, together with accrued but unpaid interest thereon, and any costs and expenses, shall be due and payable.

Anything in this Note contrary notwithstanding, the entire unpaid balance of the principal sum and all unpaid



interest accrued thereon shall, unless sooner paid, be and become due and payable on **AUGUST 01, 2018** ("Maturity Date").

1. **Application of Payments.** All payments on this Note shall be made in lawful money of the United States of America and shall be applied first to any late charges due hereunder, second to the payment of accrued but unpaid interest and the remainder to the reduction of principal. The Borrower shall make all payments when due, without set-offs of any nature.

2. **Late Charge/Dishonored Check.** There shall be a grace period of five (5) days for any payment due under this Note. The Borrower shall pay a late charge of 5% of the monthly payment amount, or \$50.00, whichever is greater, if such payment is received by Lender after the grace period. If the Maturity Date of the Note has expired the late fee will be at the rate of 1.5% per month plus the face amount of the Note. In the event any check given by Borrower to Lender as a payment on this Note is dishonored, or in the event there are insufficient funds in Borrower's designated account to cover any preauthorized monthly debit from Borrower's checking account, then, without limiting any other charges or remedies, Borrower shall pay to Lender a processing fee of \$50.00 (but not more than the maximum amount allowed by law) for each such event.

3. **Security.** To secure the payment and performance of obligations incurred under this Note, this Note shall be secured by and subject to the terms of a Mortgage of even date herewith from the Borrower which encumbers real property and improvements located at

5450 S Indiana Ave. Chicago, IL 60615, and the maturity hereof is subject to acceleration as therein set forth. Both this Note and the Mortgage are given in consideration of a loan of even date herewith in the amount of the principal sum by the Lender to the Borrower.

In addition to the property described above, Borrower grants Lender a security interest in all of Borrower's right, title and interest in all monies and instruments of Borrower that are now or in the future in Lender's custody or control.

4. **Events of Default.** An Event of Default will occur under this Note in the event that Borrower any guarantor or any other third party pledging collateral to secure this Note:

- a. Fails to make any payment of principal and/or interest or any other sum due hereunder when the same is due pursuant to the terms of this Note;
- b. If Borrower, guarantor or such third party:
 - i. Applies for or consents to the appointment of a receiver, trustee or liquidator of Borrower, guarantor or such third party or of all or a substantial part of its assets;
 - ii. Files a voluntary petition in bankruptcy, whether by the Federal Bankruptcy Act or any similar State statute, or admits in writing its inability to pay its debts as they come due;
 - iii. Makes an assignment for the benefit of creditors;
 - iv. Files a petition or an answer seeking a reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law;
 - v. Performs any other act of bankruptcy; or
 - vi. Files an answer admitting the material allegations of a petition filed against Borrower, guarantor or such third party in any bankruptcy, reorganization or insolvency proceeding; or
- c. Permits the entry of any order, judgment or decree by any court of competent jurisdiction adjudicating Borrower, guarantor or such third party a bankrupt or an insolvent, or approving a receiver, trustee or liquidator of Borrower, guarantor or such third party or of all or a substantial part of its assets; or
- d. There otherwise commences with respect to Borrower, guarantor or such third party or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or like law or statute, and if the order, judgment, decree or proceeding continues unstayed for any period of 60 consecutive days, or continues in effect for more than 10 days after any stay thereof.
- e. Fails to perform or violates any obligations or covenants under the terms of this Note or any Mortgages or any additional loan documents or any other present or future written agreements

regarding this Note or any other indebtedness or obligations between Borrower, guarantor or such third party and Lender;

- f. Defaults under the terms of any note, mortgage, security instrument, or any other loan documents or written agreements for any other loans secured by the property representing the collateral for this Note;
- g. Permits the entry of any judgment or lien, or the issuance of any execution, levy, attachment or garnishment proceedings against Borrower, guarantor or such third party;
- h. Sells or otherwise conveys any property which constitutes security or collateral for the payment of this Note without the prior written consent of the Lender and/or the destruction, loss or damage to such collateral in any material respect and/or the seizure, condemnation or confiscation of the collateral;
- i. Provides or causes to be provided any false or misleading signature or representation to be provided to Lender;
- j. Has a garnishment, judgment, tax levy, attachment or lien entered or served against Borrower, any guarantor, or any third party pledging collateral to secure this Note or any of their property;
- k. Dies, becomes legally incompetent, is dissolved or terminated, or ceases to operate its business;
- l. Has a majority of its outstanding voting securities sold, transferred or conveyed to any person or entity other than any person or entity that has the majority ownership as of the date of the execution of this Note;
- m. Causes Lender to deem itself insecure due to a significant decline in the value of any real or personal property securing payment of this Note, or Lender, in good faith believes the prospect of payment or performance is impaired;
- n. Fails to keep an insurance policy in place on the subject property being used as collateral for this loan with Lender as the mortgagee and/or as the loss payee including its successor and/or assigns;
- o. Fails to keep property taxes current on property used as security for this Note.

5. **Rights of Lender On Event of Default.** In the Event of Default as set forth herein, or in the event of the breach of any covenant or obligation contained in the herein referred to Mortgage or Loan Documents on the part of the undersigned to be kept, observed or performed, the Lender, at its sole and absolute discretion, may exercise one or more of the following remedies without notice or demand (except as required by law):

- a. Declare the entire unpaid balance of principal of this Note, along with accrued and unpaid interest thereon and all other charges, costs and expenses, provided for herein and in the Mortgage immediately due and payable. Such acceleration shall be automatic and immediate in the Event of Default is a filing under the Bankruptcy Code;
- b. Collect the outstanding obligations of Borrower with or without judicial process;
- c. Cease making advances under this Note or any other agreement between Borrower and Lender;
- d. Take possession of any collateral in any manner permitted by law;
- e. require Borrower to deliver and make available to Lender any collateral at a place reasonably convenient to Borrower and Lender;
- f. Sell, lease or otherwise dispose of any collateral and collect any deficiency balance with or without resorting to legal process;
- g. Assume any and all mortgages/deeds of trust in existence at the time of default on all collateral securing loans made to Borrower;
- h. Set-off Borrower's obligations against any amounts due to Borrower including, but not limited to, monies and instruments, maintained with Lender; and
- i. Exercise all other rights available to Lender under any other written agreement or applicable law.

At any time an Event of Default shall have occurred and be continuing and/or after maturity of the Loan, including maturity upon acceleration, the unpaid principal balance, all accrued and unpaid interest and all other amounts payable under the Note shall bear interest at the "Default Rate" set forth in this Note. The unpaid principal balance shall continue to bear interest after the Maturity Date at the Default Rate set forth in this Note until and including the date on which it is paid in full. Any regularly scheduled monthly installment of interest that is received by Lender before the date

it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due. Any accrued interest remaining past due for 30 days or more shall be added to and become part of the unpaid principal balance and shall bear interest at the rate or rates specified in this Note, and any reference herein to "accrued interest" shall refer to accrued interest which has not become part of the unpaid principal balance. Interest under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Borrower shall make all payments of principal and interest under this Note without relief from valuation and appraisal laws.

Lender's remedies in this Section are in addition to any available at common law and nothing in this Section shall impair any right which the Holder has under this Note, or at law or in equity, to accelerate the debt on the occurrence of any other Event of Default, whether or not relating to this Note. Lender's rights or remedies as provided in this Note shall be cumulative and concurrent and may be pursued singly, successively, or together against Borrower or any guarantor or third party (without first having to proceed against Borrower), at Lender's sole and absolute discretion. Borrower shall pay to Lender on Lender's demand the amount of all expenses incurred by Lender (a) in enforcing its rights under this Note, or (b) as the result of a default by Borrower under this Note, including but not limited to the cost of collecting any amount owed hereunder, and any reasonable attorney's fees. The failure by Lender to exercise any of its options contained herein shall not constitute a waiver of the right to exercise such option in the event of any subsequent default.

6. **Costs and Expenses.** To the extent permitted by law, Borrower agrees to pay any and all reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Note, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. Said collection fees shall be in the minimum amount of Fifteen Percent (15%) of the amount of the judgment as collected (or, if collected without judgment, a minimum fee of Fifteen Percent (15%) of the amount collected), which attorney's fee shall not be diminished by any other fees, costs or damages, but in no event shall the attorney's fees be less than \$3,000.00.

7. **Extensions.** The Borrower shall remain liable for the payment of this Note, including interest, notwithstanding any extension or extensions of time of payment or any indulgence of any kind or nature that the Lender may grant or permit any subsequent owner of the encumbered property, whether with or without notice to the Borrower and the Borrower hereby expressly waives such notice.

8. **Confessed Judgment.** UPON ANY DEFAULT BY THE BORROWER AS SET FORTH IN THIS NOTE, AND TO THE EXTENT PERMITTED BY LAW, THE BORROWER HEREBY AUTHORIZES ANY ATTORNEY AT LAW TO APPEAR FOR THE BORROWER IN ANY COURT OF COMPETENT JURISDICTION AND WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND CONFESS A JUDGMENT AGAINST THE BORROWER IN FAVOR OF THE LENDER FOR SUCH AMOUNTS AS MAY THEN APPEAR TO BE UNPAID HEREON TOGETHER WITH COSTS, EXPENSES AND ATTORNEY'S FEES IN THE MINIMUM AMOUNT OF FIFTEEN PERCENT (15%) OF THE AMOUNT DUE FOR COLLECTION (BUT IN NO EVENT SHALL SUCH FEES BE LESS THAN \$3000.00), AND TO RELEASE ALL PROCEDURAL ERRORS AND WAIVE ALL RIGHTS OF APPEAL. IF THE CONFESSION OF JUDGMENT ABOVE PROVIDED FOR IS AUTHORIZED OR RECOGNIZED BY THE LAW OF THE JURISDICTION CONTROLLING BUT SUCH LAW REQUIRES SPECIAL FORMALITIES AND PROCEDURE, THEN THE SAID ATTORNEY IS EMPOWERED TO EXECUTE THE NECESSARY FORM AND COMPLY WITH SUCH SPECIAL PROCEDURES. THIS POWER OF CONFESSION OF JUDGMENT SHALL NOT BE EXHAUSTED BY ANY ONE OR MORE EXERCISES, AND THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LENDER SHALL ELECT UNTIL ALL AMOUNTS PAYABLE TO LENDER UNDER THIS NOTE SHALL HAVE BEEN PAID IN FULL.

9. **Forbearance.** The Lender shall not by any act or omission to act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and then only to the extent specifically set forth therein. A waiver on one occasion shall not be construed as continuing or as a bar to or waiver of such right or remedy on any other occasion. All remedies conferred upon the Lender by this Note or any other instrument or agreement connected herewith or related hereto shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at the Lender's option.

10. **Modification and Waiver.** Borrower and/or every person at any time liable for the payment of the debt evidenced hereby, waives the exercise of all exemption rights which it holds at law or in equity concerning to the debt evidenced by this Note whether under state constitution, homestead laws or otherwise. Borrower and any endorsers or guarantors hereof severally waive valuation and appraisal, presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest or notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and properties securing payment hereof, and trial by jury in any litigation arising out of, relating to, or connected with this Note or any instrument given as security hereof.

From time to time, without affecting Borrower's obligation to pay any sums due under this Note and perform Borrower's covenants herein, without affecting the obligations of any endorser hereto or guarantor hereof, without giving notice to or obtaining the consent of Borrower or any endorser hereto or guarantor hereof, and without liability on the part of the Holder, Holder may, acting in its sole and absolute discretion, extend the Maturity Date or any other time for payment of interest hereon and/or principal hereof, reduce the payments hereunder, release anyone liable under this Note except a renewal of this Note, modify the terms and time of payment of this Note, join in any extension or subordination or exercise any option or election hereunder, modify the rate of interest or period of amortization or principal due date of this Note, or exercise any option or election hereunder. No one or more such actions shall constitute a novation.

11. **Voluntary and Involuntary Prepayments.**

(a) A prepayment premium shall be payable in connection with any prepayment made under this Note as provided below:

(i) Borrower may voluntarily prepay all of the unpaid principal balance of this Note on a Business Day designated as the date for such prepayment in a Notice from Borrower to Lender given at least 30 days prior to the date of such prepayment. Such prepayment shall be made by paying (A) the amount of principal being prepaid, (B) all accrued interest, (C) all other sums due Lender at the time of such prepayment, and (D) the prepayment premium calculated pursuant to Section 11(f) of this Note. For purposes of this Note, a "**Business Day**" means any day other than a Saturday, Sunday or any other day on which Lender is not open for business. For all purposes including the accrual of interest, but excluding the determination of the prepayment date under Section 11(f) of this Note, any prepayment received by Lender on any day other than the last calendar day of the month shall be deemed to have been received on the last calendar day of such month.

(ii) Borrower may voluntarily prepay less than all of the unpaid principal balance of this Note (a "**Partial Prepayment**") at any time. Upon delivery of the Partial Prepayment, a prepayment premium calculated pursuant to Section 11(f) of this Note, based on the amount being prepaid, shall be due and payable to Lender upon demand.

(iii) Upon Lender's exercise of any right of acceleration under this Note, Borrower shall pay to Lender, in addition to the entire unpaid principal balance of this Note outstanding at the time of the acceleration, (A) all accrued interest, (B) and all other sums due Lender, and (C) the prepayment premium calculated pursuant to Section 11(f) of this Note, to the extent such prepayment premium does not exceed the maximum rate permitted by applicable law.

(iv) Any application by Lender of any proceeds of collateral or other security to the repayment of any portion of the unpaid principal balance of this Note prior to the Maturity Date and in the absence of acceleration shall be deemed to be a partial prepayment by Borrower, requiring the payment to Lender by Borrower of a prepayment premium. The amount of any such partial prepayment shall be computed so as to provide to Lender a prepayment premium computed pursuant to Section 11(f) of this Note without Borrower having to pay out-of-pocket any additional amounts.

(b) Notwithstanding the provisions of Section 11(a), no prepayment premium shall be payable with respect to (A) any prepayment made after the expiration of the Prepayment Premium Period (as defined in Section 11(f) of this Note), or (B) any prepayment occurring as a result of the application of any insurance proceeds or condemnation award under the Security Instrument.

(c) Any permitted or required prepayment of less than the unpaid principal balance of this Note shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Lender agrees otherwise in writing.

(d) Borrower recognizes that any prepayment of the unpaid principal balance of this Note, whether voluntary or involuntary or resulting from a default by Borrower, will result in Lender's incurring loss, including reinvestment loss, additional expense and frustration or impairment of Lender's ability to meet its commitments to third

parties. Borrower agrees to pay to Lender upon demand damages for the detriment caused by any prepayment, and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore acknowledges and agrees that the formula for calculating prepayment premiums set forth in Section 11(f) represents a reasonable estimate of the damages Lender will incur because of a prepayment.

(e) Borrower further acknowledges that the prepayment premium provisions of this Note are a material part of the consideration for the Loan, and acknowledges that the terms of this Note are in other respects more favorable to Borrower as a result of the Borrower's voluntary agreement to the prepayment premium provisions.

(f) Any prepayment premium payable under this Section 11 shall be computed as follows:

(i) If the prepayment is made between the date of the initial funding of the loan evidenced by this Note and the last day of **the month after the month of close** (the "**Prepayment Premium Period**"), the prepayment premium shall be the interest at the Note rate herein that would be earned on full loan amount for the balance of the Prepayment Premium Period.

(ii) If the prepayment is made after the expiration of the Prepayment Premium Period, there shall be no prepayment premium due.

12. **Default Rate.** So long as (a) any monthly installment under this Note remains past due for thirty (30) days or more or (b) any other Event of Default has occurred and is continuing, interest under this Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or the occurrence of such other Event of Default, as applicable, at a rate (the "**Default Rate**") equal to the lesser of **seven (7)** percentage points above the rate stated in the first paragraph of this Note or the maximum interest rate which may be collected from Borrower under applicable law. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate. Borrower acknowledges that (a) its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan, (b) during the time that any monthly installment under this Note is delinquent for thirty (30) days or more, Lender will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Lender's ability to meet its other obligations and to take advantage of other investment opportunities; and (c) it is extremely difficult and impractical to determine those additional costs and expenses. Borrower also acknowledges that, during the time that any monthly installment under this Note is delinquent for thirty (30) days or more or any other Event of Default has occurred and is continuing, Lender's risk of nonpayment of this Note will be materially increased and Lender is entitled to be compensated for such increased risk. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional costs and expenses Lender will incur by reason of the Borrower's delinquent payment and the additional compensation Lender is entitled to receive for the increased risks of nonpayment associated with a delinquent loan. During any period that the Default Rate is in effect the additional interest accruing over and above the rate stated in the first paragraph of this Note shall be immediately due and payable in addition to the regularly scheduled principal and interest payments. Lender shall impose the Default Rate without any notice requirement to Borrower, guarantor or any third party pledging collateral as security for this Note.

13. **Loan Charges/Maximum Rate Permitted By Law.** Neither this Note nor any of the other Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the maximum interest rate permitted to be charged under applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in any Loan Document, whether considered separately or together with other charges provided for in any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of

Lender, shall immediately become due and payable.

14. **Waiver of Jury Trial.** THE BORROWER WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS NOTE OR ANY DEED OF TRUST/MORTGAGE ARISING FROM THIS NOTE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE BORROWER, AND THE BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

15. **Notices.** Any Notice or other communication required, permitted or desirable under the terms of this Note shall be sufficiently given if sent to each party as follows:

Lender: The persons listed on Exhibit A to this Note
C/O EquityBuild Finance, LLC
5068 West Plano Pkwy, #300
Plano, Texas 75093
Fax: 239-244-8666
Email: shaun.d.cohen@gmail.com

Borrower: EquityBuild, Inc.
1083 N Collier Blvd. #132
Marco Island, FL 34145
Fax: 202-204-8423
Email: jerry@equitybuild.com

Any notice, demand, consent, approval, request or other communication or document to be given hereunder to a party hereto shall be (a) in writing, and (d) deemed to have been given (i) on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (with instructions to deliver it on that business day) with a reputable overnight courier service, or (iii) (if the party's receipt thereof is acknowledged in writing) on being sent by telefax or another means of immediate electronic communication, in each case to the party's address set forth above or any other address in the United States of America which it designates from time-to-time by notice to each other party hereto, or (iv) (if the party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to the party.

16. **Entire Agreement/Severability.** The terms and conditions of this Note together with the terms and conditions of the Mortgages which are incorporated herein by reference as if set forth fully herein contain the entire understanding between the Borrower and Lender with respect the indebtedness evidenced hereby. Such understanding may not be modified, amended or terminated except in a written document duly executed by Borrower and Lender. In the event that any one or more of the provisions set forth in this Note or any accompanying Arbitration Agreement is determined by law to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby, and each provision in this Note shall be construed liberally in favor of Lender to the fullest extent of the law.

17. **Joint and Several Liability/Credit Reporting.** The liability of the undersigned, as well as any endorsers and/or guarantor(s), shall be both joint and several. This Note shall be binding upon the heirs, successors and assigns of Borrower and Lender. Information concerning this Note may be reported to credit reporting agencies and will be made available when requested by proper legal process.

18. **Governing Law.** This Note is delivered and made in, and shall be construed pursuant to the laws of the State of Illinois Unless applicable law provides otherwise, Borrower consents to the jurisdiction and venue of any court of competent jurisdiction located in **Cook County**, Illinois.

19. **Construction.** As used herein, Person means a natural person, trustee, corporation, partnership,

limited liability company or other legal entity, and all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all genders, (b) in the singular or plural number shall also be deemed made in the plural or singular number, and (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed made to that part of the Note. The headings of those parts are provided only for convenience of reference, and shall not be considered in construing their contents. Each document referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto shall be a part hereof.

20. **Time of Essence.** Time shall be of the essence of this Note, but (other than as to payment of principal and/or interest) if the last day for a Person to exercise a right or perform a duty hereunder is a Saturday, Sunday or statutory holiday, it shall have until the next day other than such a day to do so.

21. **Assignment.** Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Borrower agrees that Lender is entitled to assign some or all of its rights and remedies described in this Note without notice to or the prior consent of Borrower.

22. **Commercial Purpose.** It is expressly stipulated, warranted and agreed that the loan evidenced by this Note and any Loan Documents is a "commercial loan" under applicable State or Federal law, and all proceeds shall be used for business, commercial or investment purposes and expressly not for personal, family or household purposes.

23. **Extension.** Intentionally omitted.

24. **Arbitration.** If arbitration has been agreed to, Borrower(s) and Lender have entered into a separate Arbitration Agreement on this date, the terms of which are incorporated herein and made a part hereof by reference.

25. **Contingency Funds.** Intentionally omitted.

26. **Demand Feature.** Intentionally omitted.

27. **Consent To Relief From Automatic Stay.** Borrower hereby agrees that if any of them shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended; (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended; (iii) file or be the subject of any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors; (iv) seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator; (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against Borrower for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or from any other stay or suspension of remedies imposed in any other manner with respect to the exercise of the rights and remedies otherwise available to Lender under the Loan Documents.

THE PERSONS SIGNING BELOW ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ THIS AGREEMENT AND SEEK INDEPENDENT LEGAL COUNSEL AND ACKNOWLEDGE THEY HAVE

COMPLETELY READ AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS NOTE AND THE ACCOMPANYING ARBITRATION AGREEMENT (IF APPLICABLE), AND FURTHER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE ARBITRATION AGREEMENT.

DATED: _____

BORROWER(S): EQUITYBUILD, INC.

_____(SEAL)
JERRY COHEN, President

STATE OF _____, COUNTY OF _____: ss:

On this ____ day of _____, 20____, before me, a notary public, personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same for the purpose therein contained and in my presence signed and sealed the same.

NOTARY PUBLIC

My Comm. Expires: _____

Exhibit A

Lender Name: LMJ Sales, Inc.

Lender Amount: \$100,000.00

Percentage of Ownership of Total Loan: 100%

Monthly Interest Payment Amount to Be Received: \$16.67 per diem representing 6% APR and then thereafter \$1,333.33 Monthly representing 16% APR, 0.5 point bonus paid with first payment

DocuSigned by:
Martha Johnson

Lender Signature

Mail To:

_____ [The Above Space For Recorder's Use Only] _____

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 6th, 2017. The mortgagor is EquityBuild, Inc. ("Borrower").

This Security Instrument is given to The Persons Listed on Exhibit A to the Mortgage C/O EquityBuild Finance, LLC whose address is 5068 West Plano Pkwy. #300 Plano, TX 75093 ("Lender").

Borrower owes Lender the principal sum of Three Million Fifty Thousand and 00/100 Dollars (U.S. \$3,050,000.00). This debt is evidenced by Borrower's notes dated the same date as this Security Instrument (Mortgage), which provides for a final payment of the full debt, if not paid earlier, due and payable August 1st, 2018. This Security Instrument secures to Lender:

(a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

PIN: 20-10-310-056-0000

which has the address of 5450 S Indiana Ave. Chicago, IL 60615 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANT. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration and repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of sums secured by this Security Instrument immediately prior to the acquisition.

3. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

4. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 4, Lender does not have to do so.

5. Successor and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Interest shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

6. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

7. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

8. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

9. Transfer of the Property or a beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

10. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

11. Assignment of Rents and Leases. As additional security for the payment of the Indebtedness, Mortgagor assigns and transfers to Mortgagee, pursuant to 1953 PA 210, as amended by 1966 PA 151 (MCLA 554.231 et seq., MSA 26.1137(1) et seq.), all the rents, profits, and income under all leases, occupancy agreements, or arrangements upon or affecting the Premises (including any extensions or amendments) now in existence or coming into existence during the period this Mortgage is in effect. This assignment shall run with the land and be good and valid as against Mortgagor and those claiming under or through Mortgagor. This assignment shall continue to be operative during foreclosure or any other proceedings to enforce this Mortgage. If a foreclosure sale results in a deficiency, this assignment shall stand as security during the redemption period for the payment of the deficiency. This assignment is given only as collateral security and shall not be construed as obligating Mortgagee to perform any of the covenants or undertakings required to be performed by Mortgagor in any leases. In the event of default in any of the terms or covenants of this Mortgage, Mortgagee shall be entitled to all of the rights and benefits of MCLA 554.231-.233, MSA 26.1137(1)-(3), and 1966 PA 151, and Mortgagee shall be entitled to collect the rents and income from the Premises, to rent or lease the Premises on the terms that it may deem best, and to maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser. Mortgagee shall be entitled to enter the Premises for the purpose of delivering notices or other communications to the tenants and occupants. Mortgagee shall have no liability to Mortgagor as a result of those acts. Mortgagee may deliver all of the notices and communications by ordinary first-class U.S. mail. If Mortgagor obstructs Mortgagee in its efforts to collect the rents and income from the Premises or unreasonably refuses or neglects to assist Mortgagee in collecting the rent and income, Mortgagee shall be entitled to appoint a receiver for the Premises and the income, rents, and profits, with powers that the court making the appointment may confer. Mortgagor shall at no time collect advance rent in excess of one month under any lease pertaining to the Premises, and Mortgagee shall not be bound by any rent prepayment made or received in violation of this paragraph. Mortgagee shall not have any obligation to collect rent or to enforce any other obligations of any tenant or occupant of the Premises to Mortgagor. No action taken by Mortgagee under this paragraph shall cause Mortgagee to become a "mortgagee in possession."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

BORROWER: EquityBuild, Inc.

_____(SEAL)
Jerry Cohen, President

_____[Space Below This Line For Acknowledgement]_____

STATE OF FLORIDA, _____ County ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Jerry Cohen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this ____ day of _____, 20__.

My Commission expires:

{Seal}

Notary Public

Lender Name: LMJ Sales, Inc.

Lender Amount: \$100,000.00

Percentage of Ownership of Total Loan: 3.28%

Monthly Interest Payment Amount to Be Received: \$16.67 per diem representing 6% APR and then thereafter \$1,333.33 Monthly representing 16% APR, 0.5 point bonus paid with first payment

DocuSigned by:
Martha Johnson

Lender Signature

EquityBuild Finance, LLC, as agent and trustee has been authorized by the above listed lenders to receive the payoff in its name and issue and execute a release of said mortgage, upon payment in full of any outstanding balance.

COLLATERAL AGENCY AND SERVICING AGREEMENT

among

EQUITYBUILD FINANCE, LLC,

as Collateral Agent and Loan Servicer,

and

EACH OF THE LENDERS PARTY HERETO

DATED AS OF 12/27/2016

COLLATERAL AGENCY AND SERVICING AGREEMENT

This **COLLATERAL AGENCY AND SERVICING AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is made as of 12/27/2016, by and among (i) EquityBuild Finance, LLC, a Florida limited liability Borrower (in its individual capacity, “**EBF**”, and in its capacity as collateral agent for the Lenders (as defined below), and in its capacity as loan servicer for the Lenders, the “**Collateral Agent**” or the “**Servicer**”), and (ii) each of the Lenders party hereto (together with their respective successors and assigns as beneficiaries of the Note (as defined below), the “**Lenders**”), and is acknowledged, consented and agreed to by EquityBuild, Inc. (the “**Borrower**”).

RECITALS

A. Reference is made to that certain Note, dated 02/06/2017 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Note**”) by the Borrower in favor of the Lenders, pursuant to which, subject to the terms and conditions set forth therein, the Lenders shall make individual investment loans (each an “**Investment**”) to the Borrower as a collective secured loan (the “**Loan**”).

B. The Lenders have agreed to make the Loan to the Borrower, but only upon the condition, among others, that the Borrower grant to the Collateral Agent, for the benefit of the Lenders, as security for the Borrower’s obligations to the Lenders and the Collateral Agent under or in respect of the Note and the Mortgage (as defined below), a perfected lien on, and security interest in, the Collateral (as defined below).

C. The Lenders desire that EBF act as the collateral agent for and on behalf of all of the Lenders regarding the Collateral, all as more fully provided herein; and the Collateral Agent and the Lenders have entered into this Agreement to, among other things, further define the rights, duties, authority and responsibilities of the Collateral Agent and the relationship among the Lenders regarding their *pari passu* interests in the Collateral.

D. The Lenders also desire to retain EBF as the loan servicer to act as their agent to employ commercially reasonable and prudent practices to collect all scheduled payments on the Loan, and to protect to the best of the Servicer’s ability, the security for the Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EBF and the Lenders agree as follows:

1. DEFINED TERMS.

As used in this Agreement, and unless the context requires a different meaning, the following terms have the respective meanings indicated below, all such definitions to be equally applicable to the singular and plural forms of the terms defined.

Actionable Default – means the existence and continuance of any Event of Default (as defined in the Note) beyond any grace period in respect thereof provided in the Note or the acceleration of the maturity of the Note.

Affiliate – means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such specified Person. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract or otherwise.

Agent Professionals – means attorneys, legal counsel, accountants, appraisers, business valuation experts, environmental engineers, turnaround consultants, or other professionals or experts at any time retained by EBF in the discharge of its duties hereunder or under any of the Collateral Documents.

Agent-Related Persons – means EBF, in its capacity as Collateral Agent or Servicer, and any successor collateral agent or loan servicer, and any co-agents or separate agents appointed pursuant to Section 5, together with their respective Affiliates, and the officers, directors, employees, representatives, agents and Agent Professionals of such Persons and Affiliates.

Agreement – has the meaning specified for such term in the Preamble hereto.

Business Day – means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in New York, New York.

Collateral – has the meaning specified for such term in Mortgage.

Collateral Agent – has the meaning specified for such term in the Preamble hereto.

Collateral Documents – means the Mortgage and any other document now or hereafter evidencing a security interest, lien or other encumbrance granted to secure the obligations payable under the Note or any guarantee thereof.

Enforcement Notice – means a written notice given by the Required Lenders to the Collateral Agent stating that an Actionable Default exists.

EBF – has the meaning specified for such term in the Preamble hereto.

Lenders – has the meaning specified for such term in the Preamble hereto.

Liens – means any pledges, liens, claims, encumbrances or security interests.

Mortgage – has the meaning specified for such term in Note.

Obligations – means and includes all present and future indebtedness, obligations and liabilities of every kind and nature of the Borrower from time to time owed to any Lender under the Note arising from, evidenced by or relating to the Note or the Mortgage.

Note – has the meaning specified for such term in Recital A hereto.

Person – means any individual, partnership, corporation, limited liability Borrower, unincorporated organization or association, trust or other entity.

Required Lenders – means the Lenders acting by a majority of principal advanced by the Lenders under the Note.

Servicer – has the meaning specified in the Preamble hereto.

Total Investments – means, with respect to Investments that remain outstanding in whole or in part, the total original amount of Investments a Lender has loaned to the Borrower; provided that for purposes of Section 10(e) hereof, such amounts shall be rounded down to the nearest whole \$25,000 increment. By way of example only, if actual Total Investments equaled \$176,000, for purposes of Section 10(e), such Total Investments would equal \$175,000.

2. APPOINTMENTS; IRREVOCABLE DELEGATION OF AUTHORITY.

(a) Appointment as Collateral Agent and Loan Servicer.

The Lenders hereby appoint and designate EBF as collateral agent on their behalf hereunder and under the Mortgage. The Lenders hereby also appoint and designate EBF as the loan servicer with respect to the Loan. EBF hereby accepts such appointments on the terms and conditions set forth herein and acknowledges that it holds the Collateral and acts under the Mortgage as agent for and on behalf of the Lenders. The Lenders hereby authorize and direct the Collateral Agent to (a) enter into the Mortgage and the Note for and on behalf of and for the benefit of the Lenders in accordance with the terms hereof and thereof, (b) exercise such rights and powers under this Agreement, the Note or the Mortgage as the case may be, as are specifically granted or delegated to the Collateral Agent by the terms hereof and thereof, together with such other rights and powers as are reasonably incidental thereto or as are customarily and typically exercised by agents performing duties similar to the duties of the Collateral Agent hereunder and under the Collateral Documents, subject, however, to any express limitations set forth herein or in the Mortgage, and (c) perform the obligations of the Collateral Agent thereunder. The Lenders hereby agree to be bound by the provisions of the Mortgage and the Note. The duties of the Collateral Agent and the Servicer shall be deemed ministerial and administrative in nature, and neither the Collateral Agent nor the Servicer shall have, by reason of this Agreement or either of the Mortgage or the Note, a fiduciary relationship with any Lender and/or any Affiliate thereof.

(b) Irrevocable Delegation of Authority.

Each Lender does hereby irrevocably delegate to the Collateral Agent all of each such Lender's rights and powers under the Note and the Mortgage and agrees for the benefit of the Collateral Agent and the other Lenders not to exercise any right or power of such Lender under the Note or the Mortgage.

3. LIMITATIONS ON DUTIES AND ACTIONS OF COLLATERAL AGENT AND THE SERVICER.

Neither the Collateral Agent nor the Servicer shall have any duties or responsibilities except those expressly set forth in this Agreement and the Mortgage. Neither the Collateral Agent nor the Servicer shall be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, excepting only its own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. IN THE ABSENCE OF WRITTEN INSTRUCTIONS FROM THE REQUIRED LENDERS, NEITHER THE COLLATERAL AGENT NOR THE SERVICER SHALL FORECLOSE UPON ANY LIEN WITH RESPECT TO ANY OF THE COLLATERAL OR TAKE ANY OTHER ACTION WITH RESPECT TO THE COLLATERAL OR ANY PART THEREOF.

4. RECOURSE THROUGH COLLATERAL AGENT; SHARING OF COLLATERAL.

(a) Recourse Through Collateral Agent.

Each of the Lenders acknowledges and agrees that (i) it shall only have recourse to the Collateral through the Collateral Agent and that it shall have no independent recourse to the Collateral and (ii) the Collateral Agent shall have no obligation to, and shall not, take any action hereunder or under the Mortgage except upon written instructions from the Required Lenders in accordance with Section 6(a).

(b) Sharing of Collateral.

No Lender shall contest the validity, perfection, priority or enforceability of, or seek to avoid, any Lien securing any Obligation, and each party hereby agrees to cooperate, at no cost to the Collateral Agent, in the defense of any action contesting the validity, perfection, priority or enforceability of any such Lien. No Lender shall have the right to obtain any of the Collateral or the benefit of any Lien on any property of the Borrower solely in respect of Obligations owing to such Lender or any group of Lenders comprised of less than all the Lenders.

5. CO-AGENTS; COLLATERAL AGENT'S AND SERVICER'S USE OF PROFESSIONALS.

(a) Co-Agents.

Each of the Collateral Agent and the Servicer shall have power to appoint one or

more Persons to act as a co-agent or co-agents, jointly with the Collateral Agent and/or the Servicer, or to act as a separate agent or separate agents, with respect to all or any part of the Collateral or to enforce the Lender's rights under the Note, and to vest in such Person or Persons, in such capacity, such rights, powers, duties and obligations of the Collateral Agent and/or the Servicer, with the consent of the Required Lenders (such consent not to be unreasonably withheld or delayed), in any case only as may be necessary or desirable for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Collateral may at the time be located. Absent any specific agreement to the contrary, any co-agent or co-agents or separate agent or separate agents so appointed shall, to the extent applicable, have the rights, powers, obligations and duties of the Collateral Agent and/or the Servicer hereunder. Neither the Collateral Agent nor the Servicer shall be responsible for the negligence, default or misconduct of any such co-agent or separate agent selected by it with reasonable care nor for any fees or expenses of such co-agent or separate agent.

(b) Agent Professionals.

The Collateral Agent and the Servicer may employ one or more Agent Professionals to advise or assist it from time to time, but shall not be responsible for the negligence, default or misconduct of any such Agent Professionals selected by it with reasonable care. The Collateral Agent and the Servicer shall be entitled to rely on the advice and statements of Agent Professionals so selected. The Borrower shall pay reasonable remuneration for all services performed by Agent Professionals for the Collateral Agent and the Servicer in the discharge of its duties hereunder and under the Collateral Documents in accordance with Section 11(b) hereof.

6. INSTRUCTIONS FROM LENDERS; ENFORCEMENT NOTICE.

(a) Instructions from Lenders.

Unless otherwise excused as provided herein, both the Collateral Agent and the Servicer shall act on all written instructions received from the Required Lenders, with respect to any action to be taken or not to be taken in connection with this Agreement, the Mortgage or the Note, including, without limitation, actions to be taken in connection with an insolvency proceeding in respect of the Borrower; *provided, however*, that the Collateral Agent shall act only on written instructions from all Lenders with respect to the amendment or termination of the Mortgage, or, except as provided in the Mortgage, any Lien on property of the Borrower granted under the Mortgage. If either the Collateral Agent or the Servicer shall request instructions from the Lenders with respect to taking any particular action in connection with this Agreement, the Mortgage, the Note or any such Lien, the Collateral Agent and the Servicer shall be entitled to refrain from taking such particular action unless and until it shall have received written instructions from the Required Lenders (in which event it shall be required to act in accordance with such written instructions unless otherwise excused as provided herein), and neither the Collateral Agent nor the Servicer shall incur any liability to any Person for so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Collateral Agent or the Servicer as a result of the Collateral Agent or the

Servicer taking or not taking any action hereunder or pursuant to or in accordance with the written instructions of such Required Lenders, except for the Collateral Agent's or the Servicer's own gross negligence or willful misconduct in connection with any action taken or not taken by it, as finally determined by a court of competent jurisdiction. Notwithstanding anything to the contrary contained in this Agreement or any of the Collateral Documents, (i) the failure of the Collateral Agent or the Servicer to take any action shall not constitute gross negligence or willful misconduct by the Collateral Agent or the Servicer hereunder (A) following a request by the Collateral Agent or the Servicer for the Required Lenders' consent to such action and the failure of the Required Lenders to respond to such request or (B) in the absence of written instructions from the Required Lenders and (ii) neither the Collateral Agent nor the Servicer shall be required to take any action that is, in its opinion (which may be, but is not required to be, based on the advice of legal counsel), contrary to applicable law or the Note or the Mortgage or that would, in its reasonable opinion, subject it or any Agent-Related Persons to liability or that would require it to expend or risk its own funds.

(b) Enforcement Notices.

The Collateral Agent shall, as soon as practicable but in any event, if applicable, within ten (10) Business Days following receipt thereof, furnish to each of the Lenders:

- (i) a copy of each Enforcement Notice received by the Collateral Agent;
- (ii) a copy of each certificate or other written notice received by the Collateral Agent rescinding or withdrawing an Enforcement Notice;
- (iii) a copy of any written notice or other written communication given or received by the Collateral Agent under the Note or the Mortgage; and
- (iv) such other written notices required by the terms of this Agreement to be furnished by or to the Collateral Agent.

Any Enforcement Notice shall be deemed to have been given when actually received by the Collateral Agent and to have been rescinded or withdrawn when the Collateral Agent has actually received from the notifying party a written notice rescinding or withdrawing such Enforcement Notice. Any Enforcement Notice shall be deemed to be outstanding and in effect at all times after such notice has been given until such time, if any, as such notice has been rescinded or withdrawn.

7. NO RESPONSIBILITY OF COLLATERAL AGENT OR SERVICER FOR CERTAIN MATTERS.

Neither the Collateral Agent nor the Servicer shall be responsible in any manner whatsoever for the correctness of any recitals, statements, information, representations or warranties contained herein or in the Mortgage except for those made by it herein. Neither the Collateral Agent nor the Servicer makes any representation or warranty as to, and is not responsible in any way for: (i) the description, value, location, existence, or condition of any Collateral; (ii) the financial condition of the Borrower or the title of the

Borrower to any of the Collateral; (iii) the sufficiency of the security afforded by this Agreement, the Note or the Mortgage or whether registration in respect thereof has been properly effected or maintained; (iv) the validity, genuineness, correctness, perfection, or priority of any Lien with respect to the Collateral; (v) other than in respect of itself as to the Collateral Agent's and the Servicer's representations in Section 15(p) hereof, the validity, proper execution, enforceability, legality, or sufficiency of this Agreement, the Note, the Mortgage or any instrument deposited with the Collateral Agent or the Servicer; (vi) the identity, authority or right of any Lender executing any document; or (vii) the filing or renewal of any registration of the Mortgage or any public filing required under applicable law to perfect any of the Collateral Agent's Liens, for the benefit of the Lenders, in any of the Collateral. Neither the Collateral Agent nor the Servicer shall be required to ascertain or inquire as to the performance by the Borrower of any of its covenants or obligations hereunder or under the Mortgage or the Note. In no event shall either the Collateral Agent or the Servicer be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent or the Servicer has been advised of the likelihood of such loss or damage and regardless of the form of action.

8. LIMITED DUTIES OF COLLATERAL AGENT REGARDING COLLATERAL; FURTHER ACTS WITH RESPECT TO COLLATERAL.

(a) The Collateral Agent shall not be responsible for insuring any of the Collateral or for the payment of taxes, charges, fines, levies, assessments or for ensuring or protecting the validity, genuineness, correctness, perfection, or priority of any Lien upon any of the Collateral, and shall be indemnified therefor as provided in Section 12. Furthermore, the Collateral Agent shall not be responsible for the maintenance or safeguarding of any Collateral, except as provided in the immediately following sentence when the Collateral Agent has actual possession of any Collateral. The Collateral Agent shall not have any duty to any of the Lenders with respect to any Collateral, including, without limitation, any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent selected by it with reasonable care, or any income therefrom or for the preservation of rights against prior parties or any other rights pertaining to the Collateral, except as stated in the next succeeding paragraph.

(b) Beyond the exercise of reasonable care in the custody thereof and the duty to account for monies actually received by it, the Collateral Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent with

reasonable care. The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Collateral Agent, or for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Borrower to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

9. DUTIES AS LOAN SERVICER.

(a) Specific Loan Services/Functions.

In its capacity as the Servicer, EBF shall: (a) issue payment coupons or monthly statements to the Borrower directing Loan repayment to the Lenders or the Servicer; (b) issue payoff demands, beneficiary statements and mortgage ratings; (c) demand, receive and collect all Loan payments, deposit them by the next business day into the Servicer's trust account and/or facilitate having them paid directly to Lender, in each case within 25 days of the date due; (d) issue annual Form 1099 income tax statements to the Borrower and Lenders; (e) answer Borrower inquiries, demands and requests; (f) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by the Required Lenders; (g) monitor the continued effectiveness and claims on any property insurance listed in the Loan escrow instructions; (h) request and receive notices of default on senior liens; (i) receive notices of property tax delinquencies, should a tax service be ordered through escrow or subsequently; and (j) execute and deliver on Lenders' behalf and in Lenders' name any documents necessary or convenient for the purpose of maintaining or enforcing the Loan.

(b) Protective Advances.

Upon request of the Servicer, Lenders shall make such advances as approved by the Required Lenders to be necessary and prudent to protect and to collect Lenders' interest in the Loan. If any Lender fails to make advances approved by the Required Lenders, the other Lenders are authorized to advance the amount the non-paying Lender failed to advance and to receive payment in full with interest at 10% per annum before any further payments are made to the non-paying Lender and, the non-defaulting Lenders shall also have the option, exercisable within 30 days after Lender's failure to pay, to purchase such Lender's interest in the Loan for the outstanding principal balance and any accrued interest, fees and costs owed to the defaulting Lender, payable within 15 days after the election to purchase is made. The Servicer, in its absolute discretion, may advance its own funds to protect the security of the Loan, including advances to cure senior liens, property insurance, foreclosure expenses, repair, advertising, litigation expenses and similar items, but not Loan payments. The Servicer shall be reimbursed such advances, with interest at the interest rate then payable with respect to the Loan, from the next Loan payment, or within 10 days after a written request to Lenders. To secure the Servicer's

advances, Lenders hereby irrevocably assign to the Servicer, to the extent of advances owed to the Servicer, the first Loan payments received after an advance is made. A defaulting or non-paying Lender will be liable to the remaining Lenders for all damages incurred as result of his/her/their failure to act or failure to advance funds including, but not limited to, actual attorneys' fees, court costs and fees, or any damages related to loss of the security for the Loan.

(c) Loan Documents.

To the extent not maintained by the Collateral Agent, the Servicer shall retain custody as agent for Lenders of the original Note and Mortgage.

(d) Real Estate Owned.

The Servicer is also Lenders' agent (in conjunction with the Collateral Agent) to liquidate any real estate acquired by Lenders in foreclosure of the property securing the Loan (the "**Property**"). During the foreclosure process, the Servicer's servicing fee shall continue as set forth in Section 12 herein. Additionally, at the option of Lenders and by separate fee agreement to be signed by the parties, the Servicer shall: (i) arrange appropriate property insurance; (ii) manage the Property, including arranging maintenance and construction, tenant relations, repair and security; (iii) arrange for the valuation and resale of the Property, including hiring a Realtor® or broker to list, show and sell the Property; and (iv) accept reasonable offers on the Property, at the price and terms approved by the Required Lenders and execute all necessary and appropriate documentation to carry out the sale.

(e) Servicing Fees.

The Servicer's fee to each Lender to service any Loan shall be up to 8% interest per annum on the Investment made by such Lender in the Loan, as such amount may adjust from time to time upon making an Investment in the Loan (or upon making Investments in any other Loan) in accordance with this Section 9(e). The Servicer's fee to a Lender in respect of its Investment shall be the specified interest per annum listed on the signed Exhibit A to the Note and the signed Exhibit A to the Mortgage provided in the investment paperwork and signed by the Lender.

The fee is deducted from the interest payment payable by the Borrower under the Note. The Servicer shall be further compensated for work in respect of delinquent payments or other default by Borrower by assessing and receiving late charges, and by collecting an additional 2% of the principal amount of the Loan of any payments (whether interest or late fees) made to Lenders (or for their benefit) after the assessment of default interest on the Borrower under the Note that equal or exceed 2% interest per annum of the principal amount of the Loan. Said additional amounts shall only be collected if default interest is, in fact, charged to the Borrower. Lenders shall receive any benefit of the default interest rate and late fee payments in excess of the 2% interest per annum on the principal amount of the Loan collected by the Servicer.

(f) Origination Fee.

On the Closing Statement of the Loan the Collateral Agent may charge the Borrower an origination fee (“**Origination Fee**”) of up to 5% of the principal amount of the Loan.

10. RELIANCE ON WRITINGS.

Both the Collateral Agent and the Servicer shall be entitled and fully authorized to rely and act, and shall be fully protected in relying and acting, upon any writing, instruction, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or other document believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and statements of the Borrower (including, without limitation, counsel to the Borrower) or the Lenders. Neither the Collateral Agent nor the Servicer shall have any duty to verify or confirm the content of any writing, instruction, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or other document.

11. RESIGNATION AND REMOVAL OF COLLATERAL AGENT AND/OR SERVICER.

(a) Resignation or Removal.

Both the Collateral Agent and the Servicer may at any time resign, effective upon 30 days prior written notice (or such shorter period as may be agreed to by the Required Lenders and such party) to the Lenders and the Borrower, and either may be removed for or without cause at any time by the Required Lenders, effective upon 30 days' notice. In the event of any resignation or removal, the Required Lenders shall have the right to appoint a successor Collateral Agent and/or Servicer (which successor Collateral Agent and/or Servicer may be one of the Lenders or a financial institution that is engaged in the provision of agency services in syndicated commercial loan transactions or a trust Borrower that is engaged in the provision of trust services in secured private placement transactions), but, if the Required Lenders have not appointed a successor Collateral Agent and/or Servicer, as the case may be, within 30 days after the resigning Collateral Agent's and/or Servicer's giving of notice of resignation or its removal, the retiring Collateral Agent and/or Servicer, as the case may be, shall, at the expense of the Borrower, on behalf of the Lenders, subject to the above provision regarding the identity and nature of a permissible successor Collateral Agent and/or Servicer, either appoint a successor Collateral Agent and/or Servicer or apply to the appropriate court to make such appointment. Upon the acceptance of any appointment as a Collateral Agent and/or Servicer, as the case may be, hereunder by a successor, to be evidenced by the successor Collateral Agent's or Servicer's, as the case may be, execution and delivery to the Borrower, the Lenders and the retiring Collateral Agent and/or Servicer, as the case may be, of a counterpart of this Agreement, such successor Collateral Agent and/or Servicer, as the case may be, shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of the retiring Collateral Agent and/or Servicer, as the case may be, and the retiring Collateral Agent and/or Servicer, as the case may be, shall be discharged from any further duties and obligations as Collateral Agent and/or Servicer, as the case may be, as appropriate, under this Agreement, the Note and the Mortgage. The payment and indemnity obligations of the Borrower provided for in Section 12 shall survive any such removal or resignation in favor of the retiring Collateral Agent and/or Servicer, as the case may be, in respect of any matter arising during or after its tenure as Collateral Agent and/or Servicer, as the case may be. For the avoidance of doubt, removal hereunder of EBF as the Collateral Agent in no way constitutes a removal of EBF as the Servicer and vice versa.

(b) Vesting.

Upon the request of any successor Collateral Agent and/or Servicer, at the expense of the Borrower, the Lenders, the Borrower and the predecessor Collateral Agent and/or Servicer, as the case may be, shall promptly execute and deliver such instruments, conveyances, and assurances reflecting terms consistent with the terms hereof, the Mortgage and the Note for the purpose of more fully and certainly vesting and confirming in such successor Collateral Agent and/or Servicer, as the case may be, its

interest in, and Liens upon, the Collateral and all rights, powers, duties, and obligations of the predecessor Collateral Agent and/or Servicer, as the case may be, hereunder and under the Mortgage and the Note, and the predecessor Collateral Agent and/or Servicer, as the case may be, shall also promptly assign and deliver to the successor Collateral Agent and/or Servicer, as the case may be, any Collateral subject to the Liens of the Mortgage that may then be in its possession, as applicable.

(c) Successors.

Any entity into which a Collateral Agent or Servicer may be amalgamated or merged, or with which it may be consolidated, or any entity resulting from any amalgamation, merger or consolidation to which a Collateral Agent or Servicer shall be a party, as a whole or substantially as a whole, shall be the successor of such Collateral Agent or Servicer hereunder if legally bound hereby as such successor, without the necessity for execution or filing of any paper or any further act on the part of any of the parties hereto, anything to the contrary contained herein notwithstanding.

12. FEES TO COLLATERAL AGENT; PAYMENTS; INDEMNITY.

(a) Fees.

In addition to any other fees owed to Servicer or Collateral Agent from either (i) Borrower, and paid by Borrower to Servicer or Collateral Agent, or (ii) Lender, and paid by Borrower out of amounts otherwise due to Lender, the Lender shall pay to the Collateral Agent all fees required to be paid under the Fee Schedule attached hereto as Schedule I with respect to this Agreement at the times and in the amounts set forth therein. Any amounts owed by Lender may, at Collateral Agent's discretion, be paid by Borrower out of amounts otherwise payable from Borrower to Lender.

(b) Payment by the Borrower.

The Borrower agrees that it will pay all of the Collateral Agent's and the Servicer's fees, as applicable, including those owed by the Lender listed on Schedule I, which shall be paid by the Borrower on behalf of the Lender out of amounts otherwise due to the Borrower, for its respective services hereunder and will pay or reimburse the Collateral Agent and the Servicer upon its request for all of their respective expenses, disbursements and advances incurred or made in the administration of their respective duties hereunder and under the Note and the Mortgage, as applicable (including, without limitation, reasonable legal fees and expenses and the reasonable compensation of all Agent Professionals, Agent-Related Persons and other advisers, agents or experts employed or retained by the Collateral Agent or the Servicer pursuant to this Agreement). In addition to and without limiting any other protection of the Collateral Agent and/or the Servicer hereunder or otherwise by law, the Borrower shall indemnify the Agent-Related Persons for any and all liabilities, obligations, losses, damages, penalties, actions, claims, demands, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be suffered by, imposed on, incurred by or asserted against any Agent-Related Person, whether groundless or otherwise, howsoever arising from or out

of, or in any way related to the subject matter of, this Agreement, the Note, the Mortgage or any of the Collateral or the performance or enforcement of any of the terms of any thereof, including fees and expenses of special counsel; *provided* that the Borrower shall not be liable for any such payment to any Agent-Related Person to the extent the obligation to make such payment has been caused by such Agent-Related Person's own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. All statements from the Collateral Agent, the Servicer or any other Person for obligations owing by the Borrower pursuant to the preceding sentence shall be sent to the Borrower. Any amount due under this Section 12(b) and unpaid 10 Business Days after request for such payment will bear interest from the expiration of such 10 Business Days at a rate per annum equal to two percent (2%) above the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York City as its prime rate, payable on demand. If not timely paid by the Borrower, at the Collateral Agent's or the Servicer's election, all amounts so payable and the interest thereon will be payable out of any assets in the possession of the Collateral Agent and/or the Servicer and any other Collateral in priority to amounts owing to any and all other parties to this Agreement.

(c) Survival.

The obligations of the Borrower and the Lenders under this Section 12 shall survive the payment in full of all of the other Obligations, the resignation or removal of the Collateral Agent and/or the Servicer and the termination of this Agreement.

13. COLLATERAL AGENT'S AND SERVICER'S FUNDS NOT AT RISK.

For purposes of clarity, no provision of this Agreement or the Mortgage, and no request of any Lender or other Person shall require either the Collateral Agent or the Servicer to expend or risk any of its own funds, or to take any legal or other action under this Agreement, the Note or the Mortgage which might, in its reasonable judgment, involve any expense or any financial or other liability unless the Collateral Agent or the Servicer shall be furnished with indemnification acceptable to it, acting reasonably, including the advance of funds sufficient in the judgment of the Collateral Agent or the Servicer, as applicable, to satisfy such liability, costs and expenses.

14. INDEPENDENT CREDIT DECISIONS.

Each Lender acknowledges that it has, independently and without reliance upon the Collateral Agent, the Servicer or any other Lender and based upon such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any of the Collateral Agent, the Servicer or any other Lender and based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

15. DETERMINATION OF LENDERS; SUBSEQUENT LENDERS BOUND.

The Collateral Agent and the Servicer may deem and treat the payee of any promissory note or other evidence of indebtedness or obligation relating to any Obligation as the owner thereof for all purposes hereof unless and until (i) a written notice of the assignment or transfer thereof signed by such payee and (ii) a written acknowledgment agreeing to be bound by the terms hereof and such other documents required by Section 16(d), each signed by the assignee or transferee, and in form reasonably satisfactory to the Collateral Agent and/or the Servicer, shall have been filed with the Collateral Agent and/or the Servicer, as applicable. Any request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the holder of any such note or other evidence of indebtedness or obligation, shall be conclusive and binding on any subsequent holder, transferee or assignee of such note or other evidence of indebtedness or obligation and of any note or notes or other evidences of indebtedness or obligation issued in exchange therefor.

16. MISCELLANEOUS.

(a) Notices.

All notices, requests and other communications shall have been duly given and shall be effective (a) when delivered by hand, (b) when transmitted via telecopy or email (or other facsimile device) with receipt confirmed with respect to telecopy, (c) the Business Day next following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (d) the third Business Day next following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address, telecopy number or email address as provided in the immediately succeeding sentence; provided, however, that if any notice is delivered on a day other than a Business Day, or after 5:00 P.M. (Eastern time) on any Business Day, then such notice shall not be effective until the next Business Day. For purposes hereof, the address of each party hereto and its facsimile number or email address (until written notice of a change thereof is delivered to the Collateral Agent, the Servicer, the Borrower and each Lender) shall be as set forth in Schedule II hereto, or at such other address as such party may specify by written notice to the other parties hereto. Notices to any Person that becomes a holder of Obligations after the date hereof shall be given to such address or facsimile number or email address of which such Person shall have given written notice to the Collateral Agent, the Servicer and the Borrower.

(b) Amendments.

No provision of this Agreement may be amended or waived except by a writing signed by the Required Lenders, the Collateral Agent and the Servicer; provided, however, that any amendment expanding the obligations or liabilities of the Borrower either hereunder or thereunder shall require the Borrower's consent.

(c) Conflicts with Collateral Documents and other Transaction Documents.

The Collateral Agent, the Servicer and the Lenders agree that, if any provision of this Agreement is inconsistent with or contrary to any provisions in the Note or the

Mortgage, the provisions of this Agreement shall prevail as between and among the Collateral Agent, the Servicer and the Lenders.

(d) Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the Collateral Agent, the Servicer and the Lenders and their respective successors and assigns. If any Lender shall assign or transfer the Obligations owing to it, it shall promptly so notify the Collateral Agent and the Servicer in writing. No Lender which assigns or transfers any Obligations owing to it shall assign or transfer its benefits under the Collateral Documents without obtaining from the assignee or transferee and delivering to the Collateral Agent, the Servicer and the Lenders a joinder agreement and an executed acknowledgment of the assignee or transferee agreeing to be bound by the terms hereof to the same extent as if it had been a Lender on the date hereof. Each assignee or transferee of any Obligations shall take such Obligations subject to the provisions of this Agreement and to any request made, waiver or consent given or other action taken or authorized hereunder by each previous holder of such Obligations prior to the receipt by the Collateral Agent and the Servicer of written notice of such assignment or transfer; and, except as expressly otherwise provided in such notice, the Collateral Agent and/or the Servicer shall be entitled to assume conclusively that the assignee or transferee named in such notice shall thereafter be vested with all rights and powers as a Lender under this Agreement (and the Collateral Agent and the Servicer may conclusively assume that no Obligations have been subject to any assignment or transfer other than transfers of which the Collateral Agent and the Servicer have received such a notice). Upon the written request of any Lender or the Borrower, the Collateral Agent and the Servicer will provide such Lender and the Borrower with copies of any written notices of transfer received pursuant hereto.

(e) Continuing Effectiveness.

This Agreement shall continue to be effective among the Collateral Agent, the Servicer and the Lenders even though a case or proceeding under any bankruptcy or insolvency law or any proceeding in the nature of a receivership, whether or not under any insolvency law, shall be instituted with respect to the Borrower or any portion of the property or assets of the Borrower, and all actions taken by the Collateral Agent with respect to the Collateral or by the Collateral Agent, the Servicer and the Lenders with regard to such proceeding shall be determined by the Required Lenders; provided, however, that nothing herein shall be interpreted to preclude any Lender from filing a proof of claim with respect to its Obligations or from casting its vote, or abstaining from voting, for or against confirmation of a plan of reorganization in a case of bankruptcy, insolvency or similar law in its sole discretion.

(f) Further Assurances.

Each party and the Borrower agrees to do such further acts and things and to execute and deliver such additional agreements, powers and instruments as necessary or as any Lender or the Collateral Agent or the Servicer may reasonably request to carry into effect

the terms, provisions and purposes of this Agreement or to better assure and confirm unto the Collateral Agent or the Servicer or any of the other Lenders their respective rights, powers and remedies hereunder.

(g) Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Agreement by fax or pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

(h) Effectiveness.

This Agreement shall become effective immediately upon execution hereof by the Collateral Agent, the Servicer, the Required Lenders and the Borrower, and shall continue in full force and effect until 91 days following the date upon which all Obligations are irrevocably paid and satisfied in full; provided that, if the Obligations due and owing to a Lender have been paid and satisfied in full, then such Lender shall be deemed released from this Agreement without any further action being necessary. Any such released Lender shall give the Collateral Agent notice of such release but the failure to give such notice shall not affect such release.

(i) Governing Law.

THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF ILLINOIS, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(j) Jurisdiction.

(i) Each party hereto irrevocably submits to the non-exclusive jurisdiction of any Illinois state or federal court sitting in Cook County, Illinois, over any suit, action or proceeding arising out of or relating to this Agreement or any of the agreements, documents or instruments delivered in connection herewith or therewith. To the fullest extent permitted by applicable law, the parties hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(ii) Nothing in this Section 16(j) shall affect the right that the Collateral Agent, the Servicer or any of the Lenders to serve process in any manner permitted by law, or limit any right that any party hereto may have to bring proceedings against the Borrower

in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(iii) THE PARTIES HERETO IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR THE ACTIONS OF THE LENDERS, THE COLLATERAL AGENT OR THE SERVICER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

(k) Headings; Sections.

Headings of Sections of this Agreement have been included herein for convenience only and should not be considered in interpreting this Agreement. Unless stated otherwise in this Agreement, references in this Agreement to Sections are references to Sections of this Agreement.

(l) No Implied Beneficiaries.

Nothing in this Agreement (except Section 16(b)), expressed or implied, is intended or shall be construed to confer upon or give to any Person, other than the Lenders, the Collateral Agent and the Servicer, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation herein contained.

(m) Severability.

If any provision of this Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction, or because it conflicts with any other provision or provisions hereof or with any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon the determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to their original intention as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(n) Obligations Individual.

The obligations and representations and warranties of the Collateral Agent, the Servicer and each of the Lenders herein are made by each of them individually. Nothing herein contained shall be construed as creating among the Lenders, or among the Collateral Agent, the Servicer and the Lenders, a partnership, joint venture or other joint association.

(o) No Obligation to Extend Credit.

No provision of this Agreement shall be construed as obligating the Collateral Agent, the Servicer or any Lender to advance any monies or otherwise extend credit to the Borrower at any time.

(p) Representations of Parties.

Each of the Lenders, the Collateral Agent and the Servicer, severally and not jointly, represents and warrants to the other parties hereto that such party has all requisite power and capacity to execute, deliver and perform this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of such party and that this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

(q) Limitation of Liability Due to Forces Beyond Collateral Agent's or Servicer's Control.

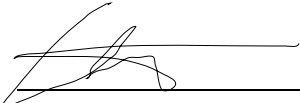
In no event shall the Collateral Agent or the Servicer be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent and the Servicer shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

[Remainder of page intentionally left blank; next page is signature page.]

IN WITNESS WHEREOF, the Collateral Agent, the Servicer and the Lenders have executed or caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first above written.

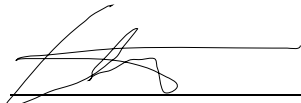
COLLATERAL AGENT:

EQUITYBUILD FINANCE, LLC, as Collateral Agent on behalf of the Lenders listed below

By: 
Name: _____
Elizabeth Kammerer
Title: Asset Manager

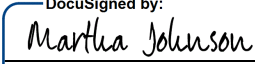
SERVICER:

EQUITYBUILD FINANCE, LLC, as Servicer

By: 
Name: _____
Elizabeth Kammerer
Title: Asset Manager

[Signature Page to Collateral Agency and Servicing Agreement]

LENDERS:

By: 
Name: LMBA Services, Inc.

Title:

By: _____
Name:

Title:

By: _____
Name:


Title:

[Signature Page to Collateral Agency Agreement]

ACKNOWLEDGED, CONSENTED AND AGREED TO:

BORROWER:

EquityBuild, Inc.

By:  _____

Name: Elizabeth Kammerer

Title: Closing Coordinator

[Signature Page to Collateral Agency Agreement]

SCHEDULE I

COLLATERAL AGENT FEE SCHEDULE

Section 1: Payouts

All payouts paid by check.

If Lender requests different method, fees are as follows:

- Wire funds: \$50
- Overnight check: \$50
- Direct deposit: No fee

Section 2: Buyouts

If Lender requests principal back prior to Loan's maturity date (and request granted), Lender must pay an early liquidation fee equal to: (i) 12% of the amount being returned if the request is made within one year of the date the Loan is funded (the "**Origination Date**"); and (ii) 10% of the amount being returned if the request is made between one and two years of the Origination Date. This fee is not intended to be a penalty but is an estimate, and indicative, of the actual cost and expenses EBF will incur in conjunction with such request.

EBF reserves the right to extend the maturity date on any Loan at the request of the Borrower. At that time, anyone who wishes to not participate in the extension may receive a return of their Investment and no fee will be charged in respect thereof .

SCHEDULE II

ADDRESSES FOR NOTICES

If to EquityBuild Finance, LLC, as either Collateral Agent or Servicer:

EquityBuild Finance, LLC
[Address] 5068 West Plano Pkwy. #300
Plano, TX 75093
Attention: [Elizabeth Kammerer]
Facsimile: [_____]
E-mail: [elizabeth@equitybuildfinance.com]

If to the Lenders:

[Name] LMJ Sales, Inc.
[Address] 1511 Kirkwood Dr; Geneva, IL
Attention: [_____] Attn. Leroy or Martha Johnson
Facsimile: [_____]
E-mail: [johnson.ma@sbcglobal.net]

[Name]
[Address]
Attention: [_____]
Facsimile: [_____]
E-mail: [_____]

[Name]
[Address]
Attention: [_____]
Facsimile: [_____]
E-mail: [_____]

If to the Borrower:

EquityBuild, Inc.
[Address] 1083 N Collier Blvd. #132
Marco Island, FL 34145
Attention: [Elizabeth Kammerer]
Facsimile: [_____]
E-mail: [elizabeth@equitybuild.com]



EQUITY BUILD

F I N A N C E

Phone: (877) 978-1916 X 1814 Email: docs@equitybuild.com

Wire Transfer Instructions

| | |
|--------------|---|
| Bank: | Wells Fargo Bank, N.A. |
| Address: | 420 Montgomery San Francisco, CA 94104 |
| Beneficiary: | EquityBuild, Inc. |
| ABA: | 121000248 |
| Account: | 8345876992 |

Property/Investment Address: 5450 S Indiana

Amount To Wire: \$ 100,000.00

Lender Initial: ^{DS}
MJ

Date Wire Will Be Initiated: Dec. 27th



Certificate Of Completion

| | |
|--|----------------------------|
| Envelope Id: 47643D33B7774CBDB00ADEFBA8D6BE75 | Status: Completed |
| Subject: 5450 S Indiana - LMJ Sales, Inc. -Investment Packet | |
| Source Envelope: | |
| Document Pages: 43 | Signatures: 3 |
| Certificate Pages: 5 | Initials: 1 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | EquityBuild Documents Team |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 757 E 20th Suite 370 442 |
| | Denver, CO 80205 |
| | docs@equitybuild.com |
| | IP Address: 104.180.17.26 |

Record Tracking

| | | |
|---|--|--------------------|
| Status: Original 12/21/2016 1:09:52 PM | Holder: EquityBuild Documents Team docs@equitybuild.com | Location: DocuSign |
|---|--|--------------------|

Signer Events

| Signature | Timestamp |
|--|---|
| <p>Completed</p> <p>Using IP Address: 104.180.17.26</p> | <p>Sent: 12/21/2016 1:12:56 PM Viewed: 12/21/2016 1:13:09 PM Signed: 12/21/2016 1:18:46 PM</p> |
| <p>Completed</p> <p>Using IP Address: 99.99.199.142 Signed using mobile</p> | <p>Sent: 12/21/2016 1:18:48 PM Viewed: 12/21/2016 9:23:45 PM Signed: 12/21/2016 9:24:23 PM</p> |
| <p>DocuSigned by: <i>Martha Johnson</i> BADB675F47C6401...</p> <p>Using IP Address: 107.138.96.146</p> | <p>Sent: 12/21/2016 9:24:26 PM Resent: 12/22/2016 3:22:59 PM Resent: 12/23/2016 11:27:53 AM Resent: 12/26/2016 1:29:19 PM Viewed: 12/27/2016 11:08:25 AM Signed: 12/27/2016 11:39:42 AM</p> |
| <p>Electronic Record and Signature Disclosure: Accepted: 11/25/2015 11:32:31 AM ID: bc9d91f1-9979-4600-8e1a-61c8c17f1aa2</p> | |

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Signature

Status

Status

Status

Status

Status

Timestamp

Timestamp

Timestamp

Timestamp

Timestamp

Timestamp

| Carbon Copy Events | Status | Timestamp |
|--|--|------------------------------|
| John Allred jallred@equitybuild.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div> | Sent: 12/21/2016 9:24:26 PM |
| Tanna Dreiling tanna@equitybuild.com Controller EquityBuild, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | <div style="border: 2px solid blue; padding: 5px; width: fit-content; margin: 0 auto;">COPIED</div> | Sent: 12/27/2016 11:39:45 AM |

| Notary Events | Timestamp |
|---------------|-----------|
|---------------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|------------------------|
| Envelope Sent | Hashed/Encrypted | 12/27/2016 11:39:45 AM |
| Certified Delivered | Security Checked | 12/27/2016 11:39:45 AM |
| Signing Complete | Security Checked | 12/27/2016 11:39:45 AM |
| Completed | Security Checked | 12/27/2016 11:39:45 AM |

| Electronic Record and Signature Disclosure |
|--|
|--|

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, [[Company Name]] (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact EquityBuild Finance, LLC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docs@equitybuild.com

To advise EquityBuild Finance, LLC of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at docs@equitybuild.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from EquityBuild Finance, LLC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to docs@equitybuild.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with EquityBuild Finance, LLC

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to docs@equitybuild.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X |
| Browsers: | Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only) |
| PDF Reader: | Acrobat® or similar software may be required to view and print PDF files |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | Allow per session cookies |

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify EquityBuild Finance, LLC as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by EquityBuild Finance, LLC during the course of my relationship with you.

From: Meredith Smith
Sent: Thursday, December 29, 2016 11:19 AM CST
To: johnson.ma@sbcglobal.net
CC: John Allred
Subject: Wire Received - 5450 S Indiana

Hello Martha,

Your wire of \$100,000 was received yesterday for your investment on 5450 S Indiana. I hope you have a wonderful day!

--

Thanks,

Ms. Meredith Smith *Documentation and Compliance Specialist for EquityBuild, Inc.*
Phone: [\(877\) 978-1916 Ext. 1814](tel:(877)978-1916) or eFax: [\(877\) 978-2727](tel:(877)978-2727) Email: meredith@equitybuild.com

This email is intended only for the person or entity to which it is addressed and may contain information that is confidential, privileged, or otherwise protected from disclosure under applicable law. Dissemination, distribution or copying of this email including the information contained herein or any attachments hereto (the "message") by anyone other than the intended recipient, or an employee of agent responsible for delivering the message to the intended recipient, is strictly prohibited. If you received this email in error, please immediately contact the sender and destroy the material in its entirety whether in electronic or hard copy format.

Exhibit

4

exhibitsticker.com

From: EquityBuild Documents Team via DocuSign
Sent: Friday, February 10, 2017 1:57 PM CST
To: Shawn Flaherty
Subject: Completed: 7749 S Yates-Naveen Kwatra-Investment Packet
Attachments: 7749 S Yates- NOTE.docx.pdf, Exhibit A Note.docx.pdf, 7749 S Yates- MORTGAGE.docx.pdf, Exhibit A Mortgage.docx.pdf, Latest EquityBuild, Inc. as Borrower - Collateral Agency and Servicing Agreement.pdf, EquityBuild, Inc Wire Instructions.pdf, Summary.pdf



A dark blue rectangular notification box. At the top center is a white circular icon containing a document with a checkmark. Below the icon, the text "Your document has been completed" is centered. At the bottom center is a bright cyan rectangular button with the text "REVIEW DOCUMENTS" in black, all-caps font.

EquityBuild Documents Team

docs@equitybuild.com

All parties have completed 7749 S Yates-Naveen Kwatra-Investment Packet.

Welcome to EquityBuild, Inc. - we are here to make your life easy. DocuSign will guide you to the areas that require your attention. Once complete (identified when you see the "confirm signatures" button), DocuSign will automatically route the packet to the next signatory. All closing dates and subsequent payment dates are subject to change due to unforeseen changes to the closing date. The final notarized and executed note and mortgage with the binding close date and interest payment dates will be sent via email to all investors after the successful closing and funding of this investment.

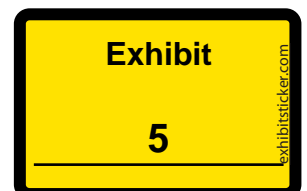
Documents can be downloaded at any time for your records. Your investment packet will include:

Note

Mortgage

Wire Instructions

Collateral Agent Servicing Agreement



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| | |
|---|--|
| <p>LENDER The persons listed on <u>Exhibit A</u> to the Note C/O EQUITYBUILD FINANCE, LLC 5068 WEST PLANO PKWY #300 PLANO, TX 75093</p> | <p>BORROWER EQUITYBUILD, INC. 1083 N COLLIER BLVD. #132 MARCO ISLAND, FL 34145</p> |
|---|--|

**COMMERCIAL FLAT
 RATE PROMISSORY
 NOTE**
 With Balloon Payment
 Illinois

| Interest Rate | Principal | Funding Date | Maturity Date | Loan Number |
|----------------------|--------------|--------------|---------------|-------------|
| 16% For 18 Months | \$ 25,000.00 | 02/22/2017 | 09/01/2018 | N/A |

THIS LOAN IS PAYABLE IN FULL ON OR BEFORE THE "MATURITY DATE" LISTED HEREIN. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND ANY UNPAID INTEREST, AND FEES AND COSTS, THEN DUE TO THE LENDER. **LENDER IS UNDER NO OBLIGATION TO REFINANCE, EXTEND OR MODIFY THE LOAN AT THAT TIME.** YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER (WHICH MAY OR MAY NOT BE THE LENDER YOU HAVE THIS LOAN WITH), WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER. FOR VALUE RECEIVED, the undersigned Borrower(s), Maker(s) and/or Guarantor(s) (hereinafter the "Borrower") promises to pay **The persons listed on Exhibit A to this Note C/O EquityBuild Finance, LLC** (hereinafter collectively referred to as the "Holder" or "Lender"), at **5068 West Plano Pkwy. #300 Plano, TX 75093**, the principal sum of

TWENTY-FIVE THOUSAND _____ and 00/100 DOLLARS (\$ 25,000.00 _____), together

with interest from the above date at the interest rate of **SIXTEEN PERCENT (16.0%)** per annum on the unpaid principal balance until paid. The principal of this Note, plus accrued interest at the rate aforesaid, shall be due and payable in **EIGHTEEN (18)** installments as follows:

a) ONE (1) interest payment in the amount of ONE HUNDRED _____ and 00 /100 DOLLARS (\$ 100.00 _____), beginning on or before **FENRUARY 22, 2017**; and

b) SIXTEEN (16) equal and consecutive interest only payments in the amount of THREE HUNDRED THIRTY-THREE _____ and 33 /100 DOLLARS (\$ 333.33 _____), beginning on or before **MAY 01, 2017**; and continuing each and every month thereafter; and

c) One (1) final balloon payment on or before **SEPTEMBER 01, 2018**, at which time the entire principal balance, together with accrued but unpaid interest thereon, and any costs and expenses, shall be due and payable.

Anything in this Note contrary notwithstanding, the entire unpaid balance of the principal sum and all unpaid

interest accrued thereon shall, unless sooner paid, be and become due and payable on **SEPTEMBER 01, 2018** ("Maturity Date").

1. **Application of Payments.** All payments on this Note shall be made in lawful money of the United States of America and shall be applied first to any late charges due hereunder, second to the payment of accrued but unpaid interest and the remainder to the reduction of principal. The Borrower shall make all payments when due, without set-offs of any nature.

2. **Late Charge/Dishonored Check.** There shall be a grace period of five (5) days for any payment due under this Note. The Borrower shall pay a late charge of 5% of the monthly payment amount, or \$50.00, whichever is greater, if such payment is received by Lender after the grace period. If the Maturity Date of the Note has expired the late fee will be at the rate of 1.5% per month plus the face amount of the Note. In the event any check given by Borrower to Lender as a payment on this Note is dishonored, or in the event there are insufficient funds in Borrower's designated account to cover any preauthorized monthly debit from Borrower's checking account, then, without limiting any other charges or remedies, Borrower shall pay to Lender a processing fee of \$50.00 (but not more than the maximum amount allowed by law) for each such event.

3. **Security.** To secure the payment and performance of obligations incurred under this Note, this Note shall be secured by and subject to the terms of a Mortgage of even date herewith from the Borrower which encumbers real property and improvements located at

7749 S Yates Blvd. Chicago, IL 60649, and the maturity hereof is subject to acceleration as therein set forth. Both this Note and the Mortgage are given in consideration of a loan of even date herewith in the amount of the principal sum by the Lender to the Borrower.

In addition to the property described above, Borrower grants Lender a security interest in all of Borrower's right, title and interest in all monies and instruments of Borrower that are now or in the future in Lender's custody or control.

4. **Events of Default.** An Event of Default will occur under this Note in the event that Borrower any guarantor or any other third party pledging collateral to secure this Note:
- a. Fails to make any payment of principal and/or interest or any other sum due hereunder when the same is due pursuant to the terms of this Note;
 - b. If Borrower, guarantor or such third party:
 - i. Applies for or consents to the appointment of a receiver, trustee or liquidator of Borrower, guarantor or such third party or of all or a substantial part of its assets;
 - ii. Files a voluntary petition in bankruptcy, whether by the Federal Bankruptcy Act or any similar State statute, or admits in writing its inability to pay its debts as they come due;
 - iii. Makes an assignment for the benefit of creditors;
 - iv. Files a petition or an answer seeking a reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law;
 - v. Performs any other act of bankruptcy; or
 - vi. Files an answer admitting the material allegations of a petition filed against Borrower, guarantor or such third party in any bankruptcy, reorganization or insolvency proceeding;or
 - c. Permits the entry of any order, judgment or decree by any court of competent jurisdiction adjudicating Borrower, guarantor or such third party a bankrupt or an insolvent, or approving a receiver, trustee or liquidator of Borrower, guarantor or such third party or of all or a substantial part of its assets; or
 - d. There otherwise commences with respect to Borrower, guarantor or such third party or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or like law or statute, and if the order, judgment, decree or proceeding continues unstayed for any period of 60 consecutive days, or continues in effect for more than 10 days after any stay thereof.
 - e. Fails to perform or violates any obligations or covenants under the terms of this Note or any Mortgages or any additional loan documents or any other present or future written agreements

regarding this Note or any other indebtedness or obligations between Borrower, guarantor or such third party and Lender;

- f. Defaults under the terms of any note, mortgage, security instrument, or any other loan documents or written agreements for any other loans secured by the property representing the collateral for this Note;
- g. Permits the entry of any judgment or lien, or the issuance of any execution, levy, attachment or garnishment proceedings against Borrower, guarantor or such third party;
- h. Sells or otherwise conveys any property which constitutes security or collateral for the payment of this Note without the prior written consent of the Lender and/or the destruction, loss or damage to such collateral in any material respect and/or the seizure, condemnation or confiscation of the collateral;
- i. Provides or causes to be provided any false or misleading signature or representation to be provided to Lender;
- j. Has a garnishment, judgment, tax levy, attachment or lien entered or served against Borrower, any guarantor, or any third party pledging collateral to secure this Note or any of their property;
- k. Dies, becomes legally incompetent, is dissolved or terminated, or ceases to operate its business;
- l. Has a majority of its outstanding voting securities sold, transferred or conveyed to any person or entity other than any person or entity that has the majority ownership as of the date of the execution of this Note;
- m. Causes Lender to deem itself insecure due to a significant decline in the value of any real or personal property securing payment of this Note, or Lender, in good faith believes the prospect of payment or performance is impaired;
- n. Fails to keep an insurance policy in place on the subject property being used as collateral for this loan with Lender as the mortgagee and/or as the loss payee including its successor and/or assigns;
- o. Fails to keep property taxes current on property used as security for this Note.

5. **Rights of Lender On Event of Default.** In the Event of Default as set forth herein, or in the event of the breach of any covenant or obligation contained in the herein referred to Mortgage or Loan Documents on the part of the undersigned to be kept, observed or performed, the Lender, at its sole and absolute discretion, may exercise one or more of the following remedies without notice or demand (except as required by law):

- a. Declare the entire unpaid balance of principal of this Note, along with accrued and unpaid interest thereon and all other charges, costs and expenses, provided for herein and in the Mortgage immediately due and payable. Such acceleration shall be automatic and immediate in the Event of Default is a filing under the Bankruptcy Code;
- b. Collect the outstanding obligations of Borrower with or without judicial process;
- c. Cease making advances under this Note or any other agreement between Borrower and Lender;
- d. Take possession of any collateral in any manner permitted by law;
- e. require Borrower to deliver and make available to Lender any collateral at a place reasonably convenient to Borrower and Lender;
- f. Sell, lease or otherwise dispose of any collateral and collect any deficiency balance with or without resorting to legal process;
- g. Assume any and all mortgages/deeds of trust in existence at the time of default on all collateral securing loans made to Borrower;
- h. Set-off Borrower's obligations against any amounts due to Borrower including, but not limited to, monies and instruments, maintained with Lender; and
- i. Exercise all other rights available to Lender under any other written agreement or applicable law.

At any time an Event of Default shall have occurred and be continuing and/or after maturity of the Loan, including maturity upon acceleration, the unpaid principal balance, all accrued and unpaid interest and all other amounts payable under the Note shall bear interest at the "Default Rate" set forth in this Note. The unpaid principal balance shall continue to bear interest after the Maturity Date at the Default Rate set forth in this Note until and including the date on which it is paid in full. Any regularly scheduled monthly installment of interest that is received by Lender before the date

it is due shall be deemed to have been received on the due date solely for the purpose of calculating interest due. Any accrued interest remaining past due for 30 days or more shall be added to and become part of the unpaid principal balance and shall bear interest at the rate or rates specified in this Note, and any reference herein to "accrued interest" shall refer to accrued interest which has not become part of the unpaid principal balance. Interest under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Borrower shall make all payments of principal and interest under this Note without relief from valuation and appraisal laws.

Lender's remedies in this Section are in addition to any available at common law and nothing in this Section shall impair any right which the Holder has under this Note, or at law or in equity, to accelerate the debt on the occurrence of any other Event of Default, whether or not relating to this Note. Lender's rights or remedies as provided in this Note shall be cumulative and concurrent and may be pursued singly, successively, or together against Borrower or any guarantor or third party (without first having to proceed against Borrower), at Lender's sole and absolute discretion. Borrower shall pay to Lender on Lender's demand the amount of all expenses incurred by Lender (a) in enforcing its rights under this Note, or (b) as the result of a default by Borrower under this Note, including but not limited to the cost of collecting any amount owed hereunder, and any reasonable attorney's fees. The failure by Lender to exercise any of its options contained herein shall not constitute a waiver of the right to exercise such option in the event of any subsequent default.

6. **Costs and Expenses.** To the extent permitted by law, Borrower agrees to pay any and all reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultants), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Note, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions. Said collection fees shall be in the minimum amount of Fifteen Percent (15%) of the amount of the judgment as collected (or, if collected without judgment, a minimum fee of Fifteen Percent (15%) of the amount collected), which attorney's fee shall not be diminished by any other fees, costs or damages, but in no event shall the attorney's fees be less than \$3,000.00.

7. **Extensions.** The Borrower shall remain liable for the payment of this Note, including interest, notwithstanding any extension or extensions of time of payment or any indulgence of any kind or nature that the Lender may grant or permit any subsequent owner of the encumbered property, whether with or without notice to the Borrower and the Borrower hereby expressly waives such notice.

8. **Confessed Judgment.** UPON ANY DEFAULT BY THE BORROWER AS SET FORTH IN THIS NOTE, AND TO THE EXTENT PERMITTED BY LAW, THE BORROWER HEREBY AUTHORIZES ANY ATTORNEY AT LAW TO APPEAR FOR THE BORROWER IN ANY COURT OF COMPETENT JURISDICTION AND WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND CONFESS A JUDGMENT AGAINST THE BORROWER IN FAVOR OF THE LENDER FOR SUCH AMOUNTS AS MAY THEN APPEAR TO BE UNPAID HEREON TOGETHER WITH COSTS, EXPENSES AND ATTORNEY'S FEES IN THE MINIMUM AMOUNT OF FIFTEEN PERCENT (15%) OF THE AMOUNT DUE FOR COLLECTION (BUT IN NO EVENT SHALL SUCH FEES BE LESS THAN \$3000.00), AND TO RELEASE ALL PROCEDURAL ERRORS AND WAIVE ALL RIGHTS OF APPEAL. IF THE CONFESSION OF JUDGMENT ABOVE PROVIDED FOR IS AUTHORIZED OR RECOGNIZED BY THE LAW OF THE JURISDICTION CONTROLLING BUT SUCH LAW REQUIRES SPECIAL FORMALITIES AND PROCEDURE, THEN THE SAID ATTORNEY IS EMPOWERED TO EXECUTE THE NECESSARY FORM AND COMPLY WITH SUCH SPECIAL PROCEDURES. THIS POWER OF CONFESSION OF JUDGMENT SHALL NOT BE EXHAUSTED BY ANY ONE OR MORE EXERCISES, AND THE POWER SHALL CONTINUE UNDIMINISHED AND MAY BE EXERCISED FROM TIME TO TIME AS OFTEN AS LENDER SHALL ELECT UNTIL ALL AMOUNTS PAYABLE TO LENDER UNDER THIS NOTE SHALL HAVE BEEN PAID IN FULL.

9. **Forbearance.** The Lender shall not by any act or omission to act be deemed to waive any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and then only to the extent specifically set forth therein. A waiver on one occasion shall not be construed as continuing or as a bar to or waiver of such right or remedy on any other occasion. All remedies conferred upon the Lender by this Note or any other instrument or agreement connected herewith or related hereto shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at the Lender's option.

10. **Modification and Waiver.** Borrower and/or every person at any time liable for the payment of the debt evidenced hereby, waives the exercise of all exemption rights which it holds at law or in equity concerning to the debt evidenced by this Note whether under state constitution, homestead laws or otherwise. Borrower and any endorsers or guarantors hereof severally waive valuation and appraisal, presentment and demand for payment, notice of intent to accelerate maturity, notice of acceleration of maturity, protest or notice of protest and nonpayment, bringing of suit and diligence in taking any action to collect any sums owing hereunder or in proceeding against any of the rights and properties securing payment hereof, and trial by jury in any litigation arising out of, relating to, or connected with this Note or any instrument given as security hereof.

From time to time, without affecting Borrower's obligation to pay any sums due under this Note and perform Borrower's covenants herein, without affecting the obligations of any endorser hereto or guarantor hereof, without giving notice to or obtaining the consent of Borrower or any endorser hereto or guarantor hereof, and without liability on the part of the Holder, Holder may, acting in its sole and absolute discretion, extend the Maturity Date or any other time for payment of interest hereon and/or principal hereof, reduce the payments hereunder, release anyone liable under this Note except a renewal of this Note, modify the terms and time of payment of this Note, join in any extension or subordination or exercise any option or election hereunder, modify the rate of interest or period of amortization or principal due date of this Note, or exercise any option or election hereunder. No one or more such actions shall constitute a novation.

11. **Voluntary and Involuntary Prepayments.**

(a) A prepayment premium shall be payable in connection with any prepayment made under this Note as provided below:

(i) Borrower may voluntarily prepay all of the unpaid principal balance of this Note on a Business Day designated as the date for such prepayment in a Notice from Borrower to Lender given at least 30 days prior to the date of such prepayment. Such prepayment shall be made by paying (A) the amount of principal being prepaid, (B) all accrued interest, (C) all other sums due Lender at the time of such prepayment, and (D) the prepayment premium calculated pursuant to Section 11(f) of this Note. For purposes of this Note, a "**Business Day**" means any day other than a Saturday, Sunday or any other day on which Lender is not open for business. For all purposes including the accrual of interest, but excluding the determination of the prepayment date under Section 11(f) of this Note, any prepayment received by Lender on any day other than the last calendar day of the month shall be deemed to have been received on the last calendar day of such month.

(ii) Borrower may voluntarily prepay less than all of the unpaid principal balance of this Note (a "**Partial Prepayment**") at any time. Upon delivery of the Partial Prepayment, a prepayment premium calculated pursuant to Section 11(f) of this Note, based on the amount being prepaid, shall be due and payable to Lender upon demand.

(iii) Upon Lender's exercise of any right of acceleration under this Note, Borrower shall pay to Lender, in addition to the entire unpaid principal balance of this Note outstanding at the time of the acceleration, (A) all accrued interest, (B) and all other sums due Lender, and (C) the prepayment premium calculated pursuant to Section 11(f) of this Note, to the extent such prepayment premium does not exceed the maximum rate permitted by applicable law.

(iv) Any application by Lender of any proceeds of collateral or other security to the repayment of any portion of the unpaid principal balance of this Note prior to the Maturity Date and in the absence of acceleration shall be deemed to be a partial prepayment by Borrower, requiring the payment to Lender by Borrower of a prepayment premium. The amount of any such partial prepayment shall be computed so as to provide to Lender a prepayment premium computed pursuant to Section 11(f) of this Note without Borrower having to pay out-of-pocket any additional amounts.

(b) Notwithstanding the provisions of Section 11(a), no prepayment premium shall be payable with respect to (A) any prepayment made after the expiration of the Prepayment Premium Period (as defined in Section 11(f) of this Note), or (B) any prepayment occurring as a result of the application of any insurance proceeds or condemnation award under the Security Instrument.

(c) Any permitted or required prepayment of less than the unpaid principal balance of this Note shall not extend or postpone the due date of any subsequent monthly installments or change the amount of such installments, unless Lender agrees otherwise in writing.

(d) Borrower recognizes that any prepayment of the unpaid principal balance of this Note, whether voluntary or involuntary or resulting from a default by Borrower, will result in Lender's incurring loss, including reinvestment loss, additional expense and frustration or impairment of Lender's ability to meet its commitments to third

parties. Borrower agrees to pay to Lender upon demand damages for the detriment caused by any prepayment, and agrees that it is extremely difficult and impractical to ascertain the extent of such damages. Borrower therefore acknowledges and agrees that the formula for calculating prepayment premiums set forth in Section 11(f) represents a reasonable estimate of the damages Lender will incur because of a prepayment.

(e) Borrower further acknowledges that the prepayment premium provisions of this Note are a material part of the consideration for the Loan, and acknowledges that the terms of this Note are in other respects more favorable to Borrower as a result of the Borrower's voluntary agreement to the prepayment premium provisions.

(f) Any prepayment premium payable under this Section 11 shall be computed as follows:

(i) If the prepayment is made between the date of the initial funding of the loan evidenced by this Note and the last day of **the month after the month of close** (the "**Prepayment Premium Period**"), the prepayment premium shall be the interest at the Note rate herein that would be earned on full loan amount for the balance of the Prepayment Premium Period.

(ii) If the prepayment is made after the expiration of the Prepayment Premium Period, there shall be no prepayment premium due.

12. **Default Rate.** So long as (a) any monthly installment under this Note remains past due for thirty (30) days or more or (b) any other Event of Default has occurred and is continuing, interest under this Note shall accrue on the unpaid principal balance from the earlier of the due date of the first unpaid monthly installment or the occurrence of such other Event of Default, as applicable, at a rate (the "**Default Rate**") equal to the lesser of **seven (7)** percentage points above the rate stated in the first paragraph of this Note or the maximum interest rate which may be collected from Borrower under applicable law. If the unpaid principal balance and all accrued interest are not paid in full on the Maturity Date, the unpaid principal balance and all accrued interest shall bear interest from the Maturity Date at the Default Rate. Borrower acknowledges that (a) its failure to make timely payments will cause Lender to incur additional expenses in servicing and processing the Loan, (b) during the time that any monthly installment under this Note is delinquent for thirty (30) days or more, Lender will incur additional costs and expenses arising from its loss of the use of the money due and from the adverse impact on Lender's ability to meet its other obligations and to take advantage of other investment opportunities; and (c) it is extremely difficult and impractical to determine those additional costs and expenses. Borrower also acknowledges that, during the time that any monthly installment under this Note is delinquent for thirty (30) days or more or any other Event of Default has occurred and is continuing, Lender's risk of nonpayment of this Note will be materially increased and Lender is entitled to be compensated for such increased risk. Borrower agrees that the increase in the rate of interest payable under this Note to the Default Rate represents a fair and reasonable estimate, taking into account all circumstances existing on the date of this Note, of the additional costs and expenses Lender will incur by reason of the Borrower's delinquent payment and the additional compensation Lender is entitled to receive for the increased risks of nonpayment associated with a delinquent loan. During any period that the Default Rate is in effect the additional interest accruing over and above the rate stated in the first paragraph of this Note shall be immediately due and payable in addition to the regularly scheduled principal and interest payments. Lender shall impose the Default Rate without any notice requirement to Borrower, guarantor or any third party pledging collateral as security for this Note.

13. **Loan Charges/Maximum Rate Permitted By Law.** Neither this Note nor any of the other Loan Documents shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate greater than the maximum interest rate permitted to be charged under applicable law. If any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower in connection with the Loan is interpreted so that any interest or other charge provided for in any Loan Document, whether considered separately or together with other charges provided for in any other Loan Document, violates that law, and Borrower is entitled to the benefit of that law, that interest or charge is hereby reduced to the extent necessary to eliminate that violation. The amounts, if any, previously paid to Lender in excess of the permitted amounts shall be applied by Lender to reduce the unpaid principal balance of this Note. For the purpose of determining whether any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower has been violated, all Indebtedness that constitutes interest, as well as all other charges made in connection with the Indebtedness that constitute interest, shall be deemed to be allocated and spread ratably over the stated term of the Note. Unless otherwise required by applicable law, such allocation and spreading shall be effected in such a manner that the rate of interest so computed is uniform throughout the stated term of the Note. If Lender reasonably determines that the interest rate (together with all other charges or payments that may be deemed interest) stipulated under this Note is or may be usurious or otherwise limited by law, the unpaid balance of this Note, with accrued interest at the highest rate permitted to be charged by stipulation in writing between Lender and Borrower, at the option of

Lender, shall immediately become due and payable.

14. **Waiver of Jury Trial.** THE BORROWER WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS NOTE OR ANY DEED OF TRUST/MORTGAGE ARISING FROM THIS NOTE. THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE BORROWER, AND THE BORROWER HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

15. **Notices.** Any Notice or other communication required, permitted or desirable under the terms of this Note shall be sufficiently given if sent to each party as follows:

Lender: The persons listed on Exhibit A to this Note
C/O EquityBuild Finance, LLC
5068 West Plano Pkwy, #300
Plano, Texas 75093
Fax: 239-244-8666
Email: shaun.d.cohen@gmail.com

Borrower: EquityBuild, Inc.
1083 N Collier Blvd. #132
Marco Island, FL 34145
Fax: 202-204-8423
Email: jerry@equitybuild.com

Any notice, demand, consent, approval, request or other communication or document to be given hereunder to a party hereto shall be (a) in writing, and (d) deemed to have been given (i) on the 3rd business day after being sent as certified or registered mail in the United States mails, postage prepaid, return receipt requested, or (ii) on the next business day after being deposited (with instructions to deliver it on that business day) with a reputable overnight courier service, or (iii) (if the party's receipt thereof is acknowledged in writing) on being sent by telefax or another means of immediate electronic communication, in each case to the party's address set forth above or any other address in the United States of America which it designates from time-to-time by notice to each other party hereto, or (iv) (if the party's receipt thereof is acknowledged in writing) on being given by hand or other actual delivery to the party.

16. **Entire Agreement/Severability.** The terms and conditions of this Note together with the terms and conditions of the Mortgages which are incorporated herein by reference as if set forth fully herein contain the entire understanding between the Borrower and Lender with respect the indebtedness evidenced hereby. Such understanding may not be modified, amended or terminated except in a written document duly executed by Borrower and Lender. In the event that any one or more of the provisions set forth in this Note or any accompanying Arbitration Agreement is determined by law to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby, and each provision in this Note shall be construed liberally in favor of Lender to the fullest extent of the law.

17. **Joint and Several Liability/Credit Reporting.** The liability of the undersigned, as well as any endorsers and/or guarantor(s), shall be both joint and several. This Note shall be binding upon the heirs, successors and assigns of Borrower and Lender. Information concerning this Note may be reported to credit reporting agencies and will be made available when requested by proper legal process.

18. **Governing Law.** This Note is delivered and made in, and shall be construed pursuant to the laws of the State of Illinois Unless applicable law provides otherwise, Borrower consents to the jurisdiction and venue of any court of competent jurisdiction located in **Cook County**, Illinois.

19. **Construction.** As used herein, Person means a natural person, trustee, corporation, partnership,

limited liability company or other legal entity, and all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all genders, (b) in the singular or plural number shall also be deemed made in the plural or singular number, and (c) to any Section, subsection, paragraph or subparagraph shall, unless therein expressly indicated to the contrary, be deemed made to that part of the Note. The headings of those parts are provided only for convenience of reference, and shall not be considered in construing their contents. Each document referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto shall be a part hereof.

20. **Time of Essence.** Time shall be of the essence of this Note, but (other than as to payment of principal and/or interest) if the last day for a Person to exercise a right or perform a duty hereunder is a Saturday, Sunday or statutory holiday, it shall have until the next day other than such a day to do so.

21. **Assignment.** Borrower agrees not to assign any of Borrower's rights, remedies or obligations described in this Note without the prior written consent of Lender, which consent may be withheld by Lender in its sole discretion. Borrower agrees that Lender is entitled to assign some or all of its rights and remedies described in this Note without notice to or the prior consent of Borrower.

22. **Commercial Purpose.** It is expressly stipulated, warranted and agreed that the loan evidenced by this Note and any Loan Documents is a "commercial loan" under applicable State or Federal law, and all proceeds shall be used for business, commercial or investment purposes and expressly not for personal, family or household purposes.

23. **Extension.** Intentionally omitted.

24. **Arbitration.** If arbitration has been agreed to, Borrower(s) and Lender have entered into a separate Arbitration Agreement on this date, the terms of which are incorporated herein and made a part hereof by reference.

25. **Contingency Funds.** Intentionally omitted.

26. **Demand Feature.** Intentionally omitted.

27. **Consent To Relief From Automatic Stay.** Borrower hereby agrees that if any of them shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the U.S. Code, as amended; (ii) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended; (iii) file or be the subject of any petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or other relief for debtors; (iv) seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator; (v) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against Borrower for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, Lender shall thereupon be entitled to relief from any automatic stay imposed by Section 362 of Title 11 of the U.S. Code, as amended, or from any other stay or suspension of remedies imposed in any other manner with respect to the exercise of the rights and remedies otherwise available to Lender under the Loan Documents.

THE PERSONS SIGNING BELOW ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN AMPLE OPPORTUNITY TO READ THIS AGREEMENT AND SEEK INDEPENDENT LEGAL COUNSEL AND ACKNOWLEDGE THEY HAVE

COMPLETELY READ AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS NOTE AND THE ACCOMPANYING ARBITRATION AGREEMENT (IF APPLICABLE), AND FURTHER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE ARBITRATION AGREEMENT.

DATED: _____

BORROWER(S): EQUITYBUILD, INC.

_____(SEAL)
JERRY COHEN, President

STATE OF _____, COUNTY OF _____: ss:

On this ____ day of _____, 20____, before me, a notary public, personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the person(s) who executed the foregoing instrument and acknowledged the same for the purpose therein contained and in my presence signed and sealed the same.

NOTARY PUBLIC

My Comm. Expires: _____

Exhibit A

Lender Name: Naveen Kwatra

Lender Amount: \$25,000.00

Percentage of Ownership of Total Loan: 100%

Monthly Interest Payment Amount to Be Received: \$4.17 per diem representing 6% APR and then thereafter \$333.33 Monthly representing 16% APR, 0.25 point bonus paid with first payment

DocuSigned by:


Lender Signature

Mail To:

_____ [The Above Space For Recorder's Use Only] _____

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 22nd, 2017. The mortgagor is EquityBuild, Inc. ("Borrower").

This Security Instrument is given to The Persons Listed on Exhibit A to the Mortgage C/O EquityBuild Finance, LLC whose address is 5068 West Plano Pkwy. #300 Plano, TX 75093 ("Lender").

Borrower owes Lender the principal sum of Two Million Eight Hundred Sixty and 00/100 Dollars (U.S. \$2,860,000.00). This debt is evidenced by Borrower's notes dated the same date as this Security Instrument (Mortgage), which provides for a final payment of the full debt, if not paid earlier, due and payable September 1st, 2018. This Security Instrument secures to Lender:

(a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extension and modifications; (b) the payment of all other sums, with interest advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

PIN: 21-30-318-013-0000

which has the address of 7749 S Yates Blvd. Chicago, IL 60649 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANT. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration and repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the property is acquired by Lender, Borrower's rights to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of sums secured by this Security Instrument immediately prior to the acquisition.

3. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

4. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Although Lender may take action under this paragraph 4, Lender does not have to do so.

5. Successor and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Interest shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forebear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

6. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

7. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

8. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

9. Transfer of the Property or a beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

10. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

11. Assignment of Rents and Leases. As additional security for the payment of the Indebtedness, Mortgagor assigns and transfers to Mortgagee, pursuant to 1953 PA 210, as amended by 1966 PA 151 (MCLA 554.231 et seq., MSA 26.1137(1) et seq.), all the rents, profits, and income under all leases, occupancy agreements, or arrangements upon or affecting the Premises (including any extensions or amendments) now in existence or coming into existence during the period this Mortgage is in effect. This assignment shall run with the land and be good and valid as against Mortgagor and those claiming under or through Mortgagor. This assignment shall continue to be operative during foreclosure or any other proceedings to enforce this Mortgage. If a foreclosure sale results in a deficiency, this assignment shall stand as security during the redemption period for the payment of the deficiency. This assignment is given only as collateral security and shall not be construed as obligating Mortgagee to perform any of the covenants or undertakings required to be performed by Mortgagor in any leases. In the event of default in any of the terms or covenants of this Mortgage, Mortgagee shall be entitled to all of the rights and benefits of MCLA 554.231-.233, MSA 26.1137(1)-(3), and 1966 PA 151, and Mortgagee shall be entitled to collect the rents and income from the Premises, to rent or lease the Premises on the terms that it may deem best, and to maintain proceedings to recover rents or possession of the Premises from any tenant or trespasser. Mortgagee shall be entitled to enter the Premises for the purpose of delivering notices or other communications to the tenants and occupants. Mortgagee shall have no liability to Mortgagor as a result of those acts. Mortgagee may deliver all of the notices and communications by ordinary first-class U.S. mail. If Mortgagor obstructs Mortgagee in its efforts to collect the rents and income from the Premises or unreasonably refuses or neglects to assist Mortgagee in collecting the rent and income, Mortgagee shall be entitled to appoint a receiver for the Premises and the income, rents, and profits, with powers that the court making the appointment may confer. Mortgagor shall at no time collect advance rent in excess of one month under any lease pertaining to the Premises, and Mortgagee shall not be bound by any rent prepayment made or received in violation of this paragraph. Mortgagee shall not have any obligation to collect rent or to enforce any other obligations of any tenant or occupant of the Premises to Mortgagor. No action taken by Mortgagee under this paragraph shall cause Mortgagee to become a "mortgagee in possession."

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

BORROWER: EquityBuild, Inc.

_____(SEAL)
Jerry Cohen, President

_____[Space Below This Line For Acknowledgement]_____

STATE OF FLORIDA, _____ County ss:

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared Jerry Cohen, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this ____ day of _____, 20__.

My Commission expires:

{Seal}

Notary Public

Lender Name: Naveen Kwatra

Lender Amount: \$25,000.00

Percentage of Ownership of Total Loan: 0.87%

Monthly Interest Payment Amount to Be Received: \$4.17 per diem representing 6% APR and then thereafter \$333.33 Monthly representing 16% APR, 0.25 point bonus paid with first payment

DocuSigned by:

Lender Signature

EquityBuild Finance, LLC, as agent and trustee has been authorized by the above listed lenders to receive the payoff in its name and issue and execute a release of said mortgage, upon payment in full of any outstanding balance.

COLLATERAL AGENCY AND SERVICING AGREEMENT

among

EQUITYBUILD FINANCE, LLC,

as Collateral Agent and Loan Servicer,

and

EACH OF THE LENDERS PARTY HERETO

DATED AS OF 2/10/2017

COLLATERAL AGENCY AND SERVICING AGREEMENT

This **COLLATERAL AGENCY AND SERVICING AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this “**Agreement**”) is made as of 2/10/2017, by and among (i) EquityBuild Finance, LLC, a Florida limited liability Borrower (in its individual capacity, “**EBF**”, and in its capacity as collateral agent for the Lenders (as defined below), and in its capacity as loan servicer for the Lenders, the “**Collateral Agent**” or the “**Servicer**”), and (ii) each of the Lenders party hereto (together with their respective successors and assigns as beneficiaries of the Note (as defined below), the “**Lenders**”), and is acknowledged, consented and agreed to by EquityBuild, Inc. (the “**Borrower**”).

RECITALS

A. Reference is made to that certain Note, dated 02/22/2017 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Note**”) by the Borrower in favor of the Lenders, pursuant to which, subject to the terms and conditions set forth therein, the Lenders shall make individual investment loans (each an “**Investment**”) to the Borrower as a collective secured loan (the “**Loan**”).

B. The Lenders have agreed to make the Loan to the Borrower, but only upon the condition, among others, that the Borrower grant to the Collateral Agent, for the benefit of the Lenders, as security for the Borrower’s obligations to the Lenders and the Collateral Agent under or in respect of the Note and the Mortgage (as defined below), a perfected lien on, and security interest in, the Collateral (as defined below).

C. The Lenders desire that EBF act as the collateral agent for and on behalf of all of the Lenders regarding the Collateral, all as more fully provided herein; and the Collateral Agent and the Lenders have entered into this Agreement to, among other things, further define the rights, duties, authority and responsibilities of the Collateral Agent and the relationship among the Lenders regarding their *pari passu* interests in the Collateral.

D. The Lenders also desire to retain EBF as the loan servicer to act as their agent to employ commercially reasonable and prudent practices to collect all scheduled payments on the Loan, and to protect to the best of the Servicer’s ability, the security for the Loan.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EBF and the Lenders agree as follows:

1. DEFINED TERMS.

As used in this Agreement, and unless the context requires a different meaning, the following terms have the respective meanings indicated below, all such definitions to be equally applicable to the singular and plural forms of the terms defined.

Actionable Default – means the existence and continuance of any Event of Default (as defined in the Note) beyond any grace period in respect thereof provided in the Note or the acceleration of the maturity of the Note.

Affiliate – means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, has control of, is controlled by, or is under common control with, such specified Person. For these purposes, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management of any Person, whether through the ownership of voting securities, by contract or otherwise.

Agent Professionals – means attorneys, legal counsel, accountants, appraisers, business valuation experts, environmental engineers, turnaround consultants, or other professionals or experts at any time retained by EBF in the discharge of its duties hereunder or under any of the Collateral Documents.

Agent-Related Persons – means EBF, in its capacity as Collateral Agent or Servicer, and any successor collateral agent or loan servicer, and any co-agents or separate agents appointed pursuant to Section 5, together with their respective Affiliates, and the officers, directors, employees, representatives, agents and Agent Professionals of such Persons and Affiliates.

Agreement – has the meaning specified for such term in the Preamble hereto.

Business Day – means a day (i) other than Saturday or Sunday and (ii) on which commercial banks are open for business in New York, New York.

Collateral – has the meaning specified for such term in Mortgage.

Collateral Agent – has the meaning specified for such term in the Preamble hereto.

Collateral Documents – means the Mortgage and any other document now or hereafter evidencing a security interest, lien or other encumbrance granted to secure the obligations payable under the Note or any guarantee thereof.

Enforcement Notice – means a written notice given by the Required Lenders to the Collateral Agent stating that an Actionable Default exists.

EBF – has the meaning specified for such term in the Preamble hereto.

Lenders – has the meaning specified for such term in the Preamble hereto.

Liens – means any pledges, liens, claims, encumbrances or security interests.

Mortgage – has the meaning specified for such term in Note.

Obligations – means and includes all present and future indebtedness, obligations and liabilities of every kind and nature of the Borrower from time to time owed to any Lender under the Note arising from, evidenced by or relating to the Note or the Mortgage.

Note – has the meaning specified for such term in Recital A hereto.

Person – means any individual, partnership, corporation, limited liability Borrower, unincorporated organization or association, trust or other entity.

Required Lenders – means the Lenders acting by a majority of principal advanced by the Lenders under the Note.

Servicer – has the meaning specified in the Preamble hereto.

Total Investments – means, with respect to Investments that remain outstanding in whole or in part, the total original amount of Investments a Lender has loaned to the Borrower; provided that for purposes of Section 10(e) hereof, such amounts shall be rounded down to the nearest whole \$25,000 increment. By way of example only, if actual Total Investments equaled \$176,000, for purposes of Section 10(e), such Total Investments would equal \$175,000.

2. APPOINTMENTS; IRREVOCABLE DELEGATION OF AUTHORITY.

(a) Appointment as Collateral Agent and Loan Servicer.

The Lenders hereby appoint and designate EBF as collateral agent on their behalf hereunder and under the Mortgage. The Lenders hereby also appoint and designate EBF as the loan servicer with respect to the Loan. EBF hereby accepts such appointments on the terms and conditions set forth herein and acknowledges that it holds the Collateral and acts under the Mortgage as agent for and on behalf of the Lenders. The Lenders hereby authorize and direct the Collateral Agent to (a) enter into the Mortgage and the Note for and on behalf of and for the benefit of the Lenders in accordance with the terms hereof and thereof, (b) exercise such rights and powers under this Agreement, the Note or the Mortgage as the case may be, as are specifically granted or delegated to the Collateral Agent by the terms hereof and thereof, together with such other rights and powers as are reasonably incidental thereto or as are customarily and typically exercised by agents performing duties similar to the duties of the Collateral Agent hereunder and under the Collateral Documents, subject, however, to any express limitations set forth herein or in the Mortgage, and (c) perform the obligations of the Collateral Agent thereunder. The Lenders hereby agree to be bound by the provisions of the Mortgage and the Note. The duties of the Collateral Agent and the Servicer shall be deemed ministerial and administrative in nature, and neither the Collateral Agent nor the Servicer shall have, by reason of this Agreement or either of the Mortgage or the Note, a fiduciary relationship with any Lender and/or any Affiliate thereof.

(b) Irrevocable Delegation of Authority.

Each Lender does hereby irrevocably delegate to the Collateral Agent all of each such Lender's rights and powers under the Note and the Mortgage and agrees for the benefit of the Collateral Agent and the other Lenders not to exercise any right or power of such Lender under the Note or the Mortgage.

3. LIMITATIONS ON DUTIES AND ACTIONS OF COLLATERAL AGENT AND THE SERVICER.

Neither the Collateral Agent nor the Servicer shall have any duties or responsibilities except those expressly set forth in this Agreement and the Mortgage. Neither the Collateral Agent nor the Servicer shall be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, excepting only its own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. IN THE ABSENCE OF WRITTEN INSTRUCTIONS FROM THE REQUIRED LENDERS, NEITHER THE COLLATERAL AGENT NOR THE SERVICER SHALL FORECLOSE UPON ANY LIEN WITH RESPECT TO ANY OF THE COLLATERAL OR TAKE ANY OTHER ACTION WITH RESPECT TO THE COLLATERAL OR ANY PART THEREOF.

4. RECOURSE THROUGH COLLATERAL AGENT; SHARING OF COLLATERAL.

(a) Recourse Through Collateral Agent.

Each of the Lenders acknowledges and agrees that (i) it shall only have recourse to the Collateral through the Collateral Agent and that it shall have no independent recourse to the Collateral and (ii) the Collateral Agent shall have no obligation to, and shall not, take any action hereunder or under the Mortgage except upon written instructions from the Required Lenders in accordance with Section 6(a).

(b) Sharing of Collateral.

No Lender shall contest the validity, perfection, priority or enforceability of, or seek to avoid, any Lien securing any Obligation, and each party hereby agrees to cooperate, at no cost to the Collateral Agent, in the defense of any action contesting the validity, perfection, priority or enforceability of any such Lien. No Lender shall have the right to obtain any of the Collateral or the benefit of any Lien on any property of the Borrower solely in respect of Obligations owing to such Lender or any group of Lenders comprised of less than all the Lenders.

5. CO-AGENTS; COLLATERAL AGENT'S AND SERVICER'S USE OF PROFESSIONALS.

(a) Co-Agents.

Each of the Collateral Agent and the Servicer shall have power to appoint one or

more Persons to act as a co-agent or co-agents, jointly with the Collateral Agent and/or the Servicer, or to act as a separate agent or separate agents, with respect to all or any part of the Collateral or to enforce the Lender's rights under the Note, and to vest in such Person or Persons, in such capacity, such rights, powers, duties and obligations of the Collateral Agent and/or the Servicer, with the consent of the Required Lenders (such consent not to be unreasonably withheld or delayed), in any case only as may be necessary or desirable for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Collateral may at the time be located. Absent any specific agreement to the contrary, any co-agent or co-agents or separate agent or separate agents so appointed shall, to the extent applicable, have the rights, powers, obligations and duties of the Collateral Agent and/or the Servicer hereunder. Neither the Collateral Agent nor the Servicer shall be responsible for the negligence, default or misconduct of any such co-agent or separate agent selected by it with reasonable care nor for any fees or expenses of such co-agent or separate agent.

(b) Agent Professionals.

The Collateral Agent and the Servicer may employ one or more Agent Professionals to advise or assist it from time to time, but shall not be responsible for the negligence, default or misconduct of any such Agent Professionals selected by it with reasonable care. The Collateral Agent and the Servicer shall be entitled to rely on the advice and statements of Agent Professionals so selected. The Borrower shall pay reasonable remuneration for all services performed by Agent Professionals for the Collateral Agent and the Servicer in the discharge of its duties hereunder and under the Collateral Documents in accordance with Section 11(b) hereof.

6. INSTRUCTIONS FROM LENDERS; ENFORCEMENT NOTICE.

(a) Instructions from Lenders.

Unless otherwise excused as provided herein, both the Collateral Agent and the Servicer shall act on all written instructions received from the Required Lenders, with respect to any action to be taken or not to be taken in connection with this Agreement, the Mortgage or the Note, including, without limitation, actions to be taken in connection with an insolvency proceeding in respect of the Borrower; *provided, however*, that the Collateral Agent shall act only on written instructions from all Lenders with respect to the amendment or termination of the Mortgage, or, except as provided in the Mortgage, any Lien on property of the Borrower granted under the Mortgage. If either the Collateral Agent or the Servicer shall request instructions from the Lenders with respect to taking any particular action in connection with this Agreement, the Mortgage, the Note or any such Lien, the Collateral Agent and the Servicer shall be entitled to refrain from taking such particular action unless and until it shall have received written instructions from the Required Lenders (in which event it shall be required to act in accordance with such written instructions unless otherwise excused as provided herein), and neither the Collateral Agent nor the Servicer shall incur any liability to any Person for so refraining. Without limiting the foregoing, no Lender shall have any right of action whatsoever against the Collateral Agent or the Servicer as a result of the Collateral Agent or the

Servicer taking or not taking any action hereunder or pursuant to or in accordance with the written instructions of such Required Lenders, except for the Collateral Agent's or the Servicer's own gross negligence or willful misconduct in connection with any action taken or not taken by it, as finally determined by a court of competent jurisdiction. Notwithstanding anything to the contrary contained in this Agreement or any of the Collateral Documents, (i) the failure of the Collateral Agent or the Servicer to take any action shall not constitute gross negligence or willful misconduct by the Collateral Agent or the Servicer hereunder (A) following a request by the Collateral Agent or the Servicer for the Required Lenders' consent to such action and the failure of the Required Lenders to respond to such request or (B) in the absence of written instructions from the Required Lenders and (ii) neither the Collateral Agent nor the Servicer shall be required to take any action that is, in its opinion (which may be, but is not required to be, based on the advice of legal counsel), contrary to applicable law or the Note or the Mortgage or that would, in its reasonable opinion, subject it or any Agent-Related Persons to liability or that would require it to expend or risk its own funds.

(b) Enforcement Notices.

The Collateral Agent shall, as soon as practicable but in any event, if applicable, within ten (10) Business Days following receipt thereof, furnish to each of the Lenders:

- (i) a copy of each Enforcement Notice received by the Collateral Agent;
- (ii) a copy of each certificate or other written notice received by the Collateral Agent rescinding or withdrawing an Enforcement Notice;
- (iii) a copy of any written notice or other written communication given or received by the Collateral Agent under the Note or the Mortgage; and
- (iv) such other written notices required by the terms of this Agreement to be furnished by or to the Collateral Agent.

Any Enforcement Notice shall be deemed to have been given when actually received by the Collateral Agent and to have been rescinded or withdrawn when the Collateral Agent has actually received from the notifying party a written notice rescinding or withdrawing such Enforcement Notice. Any Enforcement Notice shall be deemed to be outstanding and in effect at all times after such notice has been given until such time, if any, as such notice has been rescinded or withdrawn.

7. NO RESPONSIBILITY OF COLLATERAL AGENT OR SERVICER FOR CERTAIN MATTERS.

Neither the Collateral Agent nor the Servicer shall be responsible in any manner whatsoever for the correctness of any recitals, statements, information, representations or warranties contained herein or in the Mortgage except for those made by it herein. Neither the Collateral Agent nor the Servicer makes any representation or warranty as to, and is not responsible in any way for: (i) the description, value, location, existence, or condition of any Collateral; (ii) the financial condition of the Borrower or the title of the

Borrower to any of the Collateral; (iii) the sufficiency of the security afforded by this Agreement, the Note or the Mortgage or whether registration in respect thereof has been properly effected or maintained; (iv) the validity, genuineness, correctness, perfection, or priority of any Lien with respect to the Collateral; (v) other than in respect of itself as to the Collateral Agent's and the Servicer's representations in Section 15(p) hereof, the validity, proper execution, enforceability, legality, or sufficiency of this Agreement, the Note, the Mortgage or any instrument deposited with the Collateral Agent or the Servicer; (vi) the identity, authority or right of any Lender executing any document; or (vii) the filing or renewal of any registration of the Mortgage or any public filing required under applicable law to perfect any of the Collateral Agent's Liens, for the benefit of the Lenders, in any of the Collateral. Neither the Collateral Agent nor the Servicer shall be required to ascertain or inquire as to the performance by the Borrower of any of its covenants or obligations hereunder or under the Mortgage or the Note. In no event shall either the Collateral Agent or the Servicer be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent or the Servicer has been advised of the likelihood of such loss or damage and regardless of the form of action.

8. LIMITED DUTIES OF COLLATERAL AGENT REGARDING COLLATERAL; FURTHER ACTS WITH RESPECT TO COLLATERAL.

(a) The Collateral Agent shall not be responsible for insuring any of the Collateral or for the payment of taxes, charges, fines, levies, assessments or for ensuring or protecting the validity, genuineness, correctness, perfection, or priority of any Lien upon any of the Collateral, and shall be indemnified therefor as provided in Section 12. Furthermore, the Collateral Agent shall not be responsible for the maintenance or safeguarding of any Collateral, except as provided in the immediately following sentence when the Collateral Agent has actual possession of any Collateral. The Collateral Agent shall not have any duty to any of the Lenders with respect to any Collateral, including, without limitation, any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent selected by it with reasonable care, or any income therefrom or for the preservation of rights against prior parties or any other rights pertaining to the Collateral, except as stated in the next succeeding paragraph.

(b) Beyond the exercise of reasonable care in the custody thereof and the duty to account for monies actually received by it, the Collateral Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Collateral Agent with

reasonable care. The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Collateral Agent, or for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of the Borrower to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

9. DUTIES AS LOAN SERVICER.

(a) Specific Loan Services/Functions.

In its capacity as the Servicer, EBF shall: (a) issue payment coupons or monthly statements to the Borrower directing Loan repayment to the Lenders or the Servicer; (b) issue payoff demands, beneficiary statements and mortgage ratings; (c) demand, receive and collect all Loan payments, deposit them by the next business day into the Servicer's trust account and/or facilitate having them paid directly to Lender, in each case within 25 days of the date due; (d) issue annual Form 1099 income tax statements to the Borrower and Lenders; (e) answer Borrower inquiries, demands and requests; (f) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by the Required Lenders; (g) monitor the continued effectiveness and claims on any property insurance listed in the Loan escrow instructions; (h) request and receive notices of default on senior liens; (i) receive notices of property tax delinquencies, should a tax service be ordered through escrow or subsequently; and (j) execute and deliver on Lenders' behalf and in Lenders' name any documents necessary or convenient for the purpose of maintaining or enforcing the Loan.

(b) Protective Advances.

Upon request of the Servicer, Lenders shall make such advances as approved by the Required Lenders to be necessary and prudent to protect and to collect Lenders' interest in the Loan. If any Lender fails to make advances approved by the Required Lenders, the other Lenders are authorized to advance the amount the non-paying Lender failed to advance and to receive payment in full with interest at 10% per annum before any further payments are made to the non-paying Lender and, the non-defaulting Lenders shall also have the option, exercisable within 30 days after Lender's failure to pay, to purchase such Lender's interest in the Loan for the outstanding principal balance and any accrued interest, fees and costs owed to the defaulting Lender, payable within 15 days after the election to purchase is made. The Servicer, in its absolute discretion, may advance its own funds to protect the security of the Loan, including advances to cure senior liens, property insurance, foreclosure expenses, repair, advertising, litigation expenses and similar items, but not Loan payments. The Servicer shall be reimbursed such advances, with interest at the interest rate then payable with respect to the Loan, from the next Loan payment, or within 10 days after a written request to Lenders. To secure the Servicer's

advances, Lenders hereby irrevocably assign to the Servicer, to the extent of advances owed to the Servicer, the first Loan payments received after an advance is made. A defaulting or non-paying Lender will be liable to the remaining Lenders for all damages incurred as result of his/her/their failure to act or failure to advance funds including, but not limited to, actual attorneys' fees, court costs and fees, or any damages related to loss of the security for the Loan.

(c) Loan Documents.

To the extent not maintained by the Collateral Agent, the Servicer shall retain custody as agent for Lenders of the original Note and Mortgage.

(d) Real Estate Owned.

The Servicer is also Lenders' agent (in conjunction with the Collateral Agent) to liquidate any real estate acquired by Lenders in foreclosure of the property securing the Loan (the "**Property**"). During the foreclosure process, the Servicer's servicing fee shall continue as set forth in Section 12 herein. Additionally, at the option of Lenders and by separate fee agreement to be signed by the parties, the Servicer shall: (i) arrange appropriate property insurance; (ii) manage the Property, including arranging maintenance and construction, tenant relations, repair and security; (iii) arrange for the valuation and resale of the Property, including hiring a Realtor® or broker to list, show and sell the Property; and (iv) accept reasonable offers on the Property, at the price and terms approved by the Required Lenders and execute all necessary and appropriate documentation to carry out the sale.

(e) Servicing Fees.

The Servicer's fee to each Lender to service any Loan shall be up to 8% interest per annum on the Investment made by such Lender in the Loan, as such amount may adjust from time to time upon making an Investment in the Loan (or upon making Investments in any other Loan) in accordance with this Section 9(e). The Servicer's fee to a Lender in respect of its Investment shall be the specified interest per annum listed on the signed Exhibit A to the Note and the signed Exhibit A to the Mortgage provided in the investment paperwork and signed by the Lender.

The fee is deducted from the interest payment payable by the Borrower under the Note. The Servicer shall be further compensated for work in respect of delinquent payments or other default by Borrower by assessing and receiving late charges, and by collecting an additional 2% of the principal amount of the Loan of any payments (whether interest or late fees) made to Lenders (or for their benefit) after the assessment of default interest on the Borrower under the Note that equal or exceed 2% interest per annum of the principal amount of the Loan. Said additional amounts shall only be collected if default interest is, in fact, charged to the Borrower. Lenders shall receive any benefit of the default interest rate and late fee payments in excess of the 2% interest per annum on the principal amount of the Loan collected by the Servicer.

(f) Origination Fee.

On the Closing Statement of the Loan the Collateral Agent may charge the Borrower an origination fee (“**Origination Fee**”) of up to 5% of the principal amount of the Loan.

10. RELIANCE ON WRITINGS.

Both the Collateral Agent and the Servicer shall be entitled and fully authorized to rely and act, and shall be fully protected in relying and acting, upon any writing, instruction, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or other document believed by it to be genuine and correct and to have been signed or sent by or on behalf of the proper Person or Persons, and statements of the Borrower (including, without limitation, counsel to the Borrower) or the Lenders. Neither the Collateral Agent nor the Servicer shall have any duty to verify or confirm the content of any writing, instruction, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or other document.

11. RESIGNATION AND REMOVAL OF COLLATERAL AGENT AND/OR SERVICER.

(a) Resignation or Removal.

Both the Collateral Agent and the Servicer may at any time resign, effective upon 30 days prior written notice (or such shorter period as may be agreed to by the Required Lenders and such party) to the Lenders and the Borrower, and either may be removed for or without cause at any time by the Required Lenders, effective upon 30 days' notice. In the event of any resignation or removal, the Required Lenders shall have the right to appoint a successor Collateral Agent and/or Servicer (which successor Collateral Agent and/or Servicer may be one of the Lenders or a financial institution that is engaged in the provision of agency services in syndicated commercial loan transactions or a trust Borrower that is engaged in the provision of trust services in secured private placement transactions), but, if the Required Lenders have not appointed a successor Collateral Agent and/or Servicer, as the case may be, within 30 days after the resigning Collateral Agent's and/or Servicer's giving of notice of resignation or its removal, the retiring Collateral Agent and/or Servicer, as the case may be, shall, at the expense of the Borrower, on behalf of the Lenders, subject to the above provision regarding the identity and nature of a permissible successor Collateral Agent and/or Servicer, either appoint a successor Collateral Agent and/or Servicer or apply to the appropriate court to make such appointment. Upon the acceptance of any appointment as a Collateral Agent and/or Servicer, as the case may be, hereunder by a successor, to be evidenced by the successor Collateral Agent's or Servicer's, as the case may be, execution and delivery to the Borrower, the Lenders and the retiring Collateral Agent and/or Servicer, as the case may be, of a counterpart of this Agreement, such successor Collateral Agent and/or Servicer, as the case may be, shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of the retiring Collateral Agent and/or Servicer, as the case may be, and the retiring Collateral Agent and/or Servicer, as the case may be, shall be discharged from any further duties and obligations as Collateral Agent and/or Servicer, as the case may be, as appropriate, under this Agreement, the Note and the Mortgage. The payment and indemnity obligations of the Borrower provided for in Section 12 shall survive any such removal or resignation in favor of the retiring Collateral Agent and/or Servicer, as the case may be, in respect of any matter arising during or after its tenure as Collateral Agent and/or Servicer, as the case may be. For the avoidance of doubt, removal hereunder of EBF as the Collateral Agent in no way constitutes a removal of EBF as the Servicer and vice versa.

(b) Vesting.

Upon the request of any successor Collateral Agent and/or Servicer, at the expense of the Borrower, the Lenders, the Borrower and the predecessor Collateral Agent and/or Servicer, as the case may be, shall promptly execute and deliver such instruments, conveyances, and assurances reflecting terms consistent with the terms hereof, the Mortgage and the Note for the purpose of more fully and certainly vesting and confirming in such successor Collateral Agent and/or Servicer, as the case may be, its

interest in, and Liens upon, the Collateral and all rights, powers, duties, and obligations of the predecessor Collateral Agent and/or Servicer, as the case may be, hereunder and under the Mortgage and the Note, and the predecessor Collateral Agent and/or Servicer, as the case may be, shall also promptly assign and deliver to the successor Collateral Agent and/or Servicer, as the case may be, any Collateral subject to the Liens of the Mortgage that may then be in its possession, as applicable.

(c) Successors.

Any entity into which a Collateral Agent or Servicer may be amalgamated or merged, or with which it may be consolidated, or any entity resulting from any amalgamation, merger or consolidation to which a Collateral Agent or Servicer shall be a party, as a whole or substantially as a whole, shall be the successor of such Collateral Agent or Servicer hereunder if legally bound hereby as such successor, without the necessity for execution or filing of any paper or any further act on the part of any of the parties hereto, anything to the contrary contained herein notwithstanding.

12. FEES TO COLLATERAL AGENT; PAYMENTS; INDEMNITY.

(a) Fees.

In addition to any other fees owed to Servicer or Collateral Agent from either (i) Borrower, and paid by Borrower to Servicer or Collateral Agent, or (ii) Lender, and paid by Borrower out of amounts otherwise due to Lender, the Lender shall pay to the Collateral Agent all fees required to be paid under the Fee Schedule attached hereto as Schedule I with respect to this Agreement at the times and in the amounts set forth therein. Any amounts owed by Lender may, at Collateral Agent's discretion, be paid by Borrower out of amounts otherwise payable from Borrower to Lender.

(b) Payment by the Borrower.

The Borrower agrees that it will pay all of the Collateral Agent's and the Servicer's fees, as applicable, including those owed by the Lender listed on Schedule I, which shall be paid by the Borrower on behalf of the Lender out of amounts otherwise due to the Borrower, for its respective services hereunder and will pay or reimburse the Collateral Agent and the Servicer upon its request for all of their respective expenses, disbursements and advances incurred or made in the administration of their respective duties hereunder and under the Note and the Mortgage, as applicable (including, without limitation, reasonable legal fees and expenses and the reasonable compensation of all Agent Professionals, Agent-Related Persons and other advisers, agents or experts employed or retained by the Collateral Agent or the Servicer pursuant to this Agreement). In addition to and without limiting any other protection of the Collateral Agent and/or the Servicer hereunder or otherwise by law, the Borrower shall indemnify the Agent-Related Persons for any and all liabilities, obligations, losses, damages, penalties, actions, claims, demands, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever that may be suffered by, imposed on, incurred by or asserted against any Agent-Related Person, whether groundless or otherwise, howsoever arising from or out

of, or in any way related to the subject matter of, this Agreement, the Note, the Mortgage or any of the Collateral or the performance or enforcement of any of the terms of any thereof, including fees and expenses of special counsel; *provided* that the Borrower shall not be liable for any such payment to any Agent-Related Person to the extent the obligation to make such payment has been caused by such Agent-Related Person's own gross negligence or willful misconduct, as finally determined by a court of competent jurisdiction. All statements from the Collateral Agent, the Servicer or any other Person for obligations owing by the Borrower pursuant to the preceding sentence shall be sent to the Borrower. Any amount due under this Section 12(b) and unpaid 10 Business Days after request for such payment will bear interest from the expiration of such 10 Business Days at a rate per annum equal to two percent (2%) above the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York City as its prime rate, payable on demand. If not timely paid by the Borrower, at the Collateral Agent's or the Servicer's election, all amounts so payable and the interest thereon will be payable out of any assets in the possession of the Collateral Agent and/or the Servicer and any other Collateral in priority to amounts owing to any and all other parties to this Agreement.

(c) Survival.

The obligations of the Borrower and the Lenders under this Section 12 shall survive the payment in full of all of the other Obligations, the resignation or removal of the Collateral Agent and/or the Servicer and the termination of this Agreement.

13. COLLATERAL AGENT'S AND SERVICER'S FUNDS NOT AT RISK.

For purposes of clarity, no provision of this Agreement or the Mortgage, and no request of any Lender or other Person shall require either the Collateral Agent or the Servicer to expend or risk any of its own funds, or to take any legal or other action under this Agreement, the Note or the Mortgage which might, in its reasonable judgment, involve any expense or any financial or other liability unless the Collateral Agent or the Servicer shall be furnished with indemnification acceptable to it, acting reasonably, including the advance of funds sufficient in the judgment of the Collateral Agent or the Servicer, as applicable, to satisfy such liability, costs and expenses.

14. INDEPENDENT CREDIT DECISIONS.

Each Lender acknowledges that it has, independently and without reliance upon the Collateral Agent, the Servicer or any other Lender and based upon such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any of the Collateral Agent, the Servicer or any other Lender and based upon such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement.

15. DETERMINATION OF LENDERS; SUBSEQUENT LENDERS BOUND.

The Collateral Agent and the Servicer may deem and treat the payee of any promissory note or other evidence of indebtedness or obligation relating to any Obligation as the owner thereof for all purposes hereof unless and until (i) a written notice of the assignment or transfer thereof signed by such payee and (ii) a written acknowledgment agreeing to be bound by the terms hereof and such other documents required by Section 16(d), each signed by the assignee or transferee, and in form reasonably satisfactory to the Collateral Agent and/or the Servicer, shall have been filed with the Collateral Agent and/or the Servicer, as applicable. Any request, authority or consent of any Person who at the time of making such request or giving such authority or consent is the holder of any such note or other evidence of indebtedness or obligation, shall be conclusive and binding on any subsequent holder, transferee or assignee of such note or other evidence of indebtedness or obligation and of any note or notes or other evidences of indebtedness or obligation issued in exchange therefor.

16. MISCELLANEOUS.

(a) Notices.

All notices, requests and other communications shall have been duly given and shall be effective (a) when delivered by hand, (b) when transmitted via telecopy or email (or other facsimile device) with receipt confirmed with respect to telecopy, (c) the Business Day next following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (d) the third Business Day next following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address, telecopy number or email address as provided in the immediately succeeding sentence; provided, however, that if any notice is delivered on a day other than a Business Day, or after 5:00 P.M. (Eastern time) on any Business Day, then such notice shall not be effective until the next Business Day. For purposes hereof, the address of each party hereto and its facsimile number or email address (until written notice of a change thereof is delivered to the Collateral Agent, the Servicer, the Borrower and each Lender) shall be as set forth in Schedule II hereto, or at such other address as such party may specify by written notice to the other parties hereto. Notices to any Person that becomes a holder of Obligations after the date hereof shall be given to such address or facsimile number or email address of which such Person shall have given written notice to the Collateral Agent, the Servicer and the Borrower.

(b) Amendments.

No provision of this Agreement may be amended or waived except by a writing signed by the Required Lenders, the Collateral Agent and the Servicer; provided, however, that any amendment expanding the obligations or liabilities of the Borrower either hereunder or thereunder shall require the Borrower's consent.

(c) Conflicts with Collateral Documents and other Transaction Documents.

The Collateral Agent, the Servicer and the Lenders agree that, if any provision of this Agreement is inconsistent with or contrary to any provisions in the Note or the

Mortgage, the provisions of this Agreement shall prevail as between and among the Collateral Agent, the Servicer and the Lenders.

(d) Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the Collateral Agent, the Servicer and the Lenders and their respective successors and assigns. If any Lender shall assign or transfer the Obligations owing to it, it shall promptly so notify the Collateral Agent and the Servicer in writing. No Lender which assigns or transfers any Obligations owing to it shall assign or transfer its benefits under the Collateral Documents without obtaining from the assignee or transferee and delivering to the Collateral Agent, the Servicer and the Lenders a joinder agreement and an executed acknowledgment of the assignee or transferee agreeing to be bound by the terms hereof to the same extent as if it had been a Lender on the date hereof. Each assignee or transferee of any Obligations shall take such Obligations subject to the provisions of this Agreement and to any request made, waiver or consent given or other action taken or authorized hereunder by each previous holder of such Obligations prior to the receipt by the Collateral Agent and the Servicer of written notice of such assignment or transfer; and, except as expressly otherwise provided in such notice, the Collateral Agent and/or the Servicer shall be entitled to assume conclusively that the assignee or transferee named in such notice shall thereafter be vested with all rights and powers as a Lender under this Agreement (and the Collateral Agent and the Servicer may conclusively assume that no Obligations have been subject to any assignment or transfer other than transfers of which the Collateral Agent and the Servicer have received such a notice). Upon the written request of any Lender or the Borrower, the Collateral Agent and the Servicer will provide such Lender and the Borrower with copies of any written notices of transfer received pursuant hereto.

(e) Continuing Effectiveness.

This Agreement shall continue to be effective among the Collateral Agent, the Servicer and the Lenders even though a case or proceeding under any bankruptcy or insolvency law or any proceeding in the nature of a receivership, whether or not under any insolvency law, shall be instituted with respect to the Borrower or any portion of the property or assets of the Borrower, and all actions taken by the Collateral Agent with respect to the Collateral or by the Collateral Agent, the Servicer and the Lenders with regard to such proceeding shall be determined by the Required Lenders; provided, however, that nothing herein shall be interpreted to preclude any Lender from filing a proof of claim with respect to its Obligations or from casting its vote, or abstaining from voting, for or against confirmation of a plan of reorganization in a case of bankruptcy, insolvency or similar law in its sole discretion.

(f) Further Assurances.

Each party and the Borrower agrees to do such further acts and things and to execute and deliver such additional agreements, powers and instruments as necessary or as any Lender or the Collateral Agent or the Servicer may reasonably request to carry into effect

the terms, provisions and purposes of this Agreement or to better assure and confirm unto the Collateral Agent or the Servicer or any of the other Lenders their respective rights, powers and remedies hereunder.

(g) Counterparts.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page to this Agreement by fax or pdf shall be effective as delivery of a manually executed counterpart of this Agreement.

(h) Effectiveness.

This Agreement shall become effective immediately upon execution hereof by the Collateral Agent, the Servicer, the Required Lenders and the Borrower, and shall continue in full force and effect until 91 days following the date upon which all Obligations are irrevocably paid and satisfied in full; provided that, if the Obligations due and owing to a Lender have been paid and satisfied in full, then such Lender shall be deemed released from this Agreement without any further action being necessary. Any such released Lender shall give the Collateral Agent notice of such release but the failure to give such notice shall not affect such release.

(i) Governing Law.

THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF ILLINOIS, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(j) Jurisdiction.

(i) Each party hereto irrevocably submits to the non-exclusive jurisdiction of any Illinois state or federal court sitting in Cook County, Illinois, over any suit, action or proceeding arising out of or relating to this Agreement or any of the agreements, documents or instruments delivered in connection herewith or therewith. To the fullest extent permitted by applicable law, the parties hereto irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

(ii) Nothing in this Section 16(j) shall affect the right that the Collateral Agent, the Servicer or any of the Lenders to serve process in any manner permitted by law, or limit any right that any party hereto may have to bring proceedings against the Borrower

in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction.

(iii) THE PARTIES HERETO IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT DELIVERED IN CONNECTION HEREWITH OR THEREWITH OR THE ACTIONS OF THE LENDERS, THE COLLATERAL AGENT OR THE SERVICER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

(k) Headings; Sections.

Headings of Sections of this Agreement have been included herein for convenience only and should not be considered in interpreting this Agreement. Unless stated otherwise in this Agreement, references in this Agreement to Sections are references to Sections of this Agreement.

(l) No Implied Beneficiaries.

Nothing in this Agreement (except Section 16(b)), expressed or implied, is intended or shall be construed to confer upon or give to any Person, other than the Lenders, the Collateral Agent and the Servicer, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation herein contained.

(m) Severability.

If any provision of this Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction, or because it conflicts with any other provision or provisions hereof or with any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or rendering any other provision herein contained invalid, inoperative or unenforceable to any extent whatsoever. Upon the determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to their original intention as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the maximum extent possible.

(n) Obligations Individual.

The obligations and representations and warranties of the Collateral Agent, the Servicer and each of the Lenders herein are made by each of them individually. Nothing herein contained shall be construed as creating among the Lenders, or among the Collateral Agent, the Servicer and the Lenders, a partnership, joint venture or other joint association.

(o) No Obligation to Extend Credit.

No provision of this Agreement shall be construed as obligating the Collateral Agent, the Servicer or any Lender to advance any monies or otherwise extend credit to the Borrower at any time.

(p) Representations of Parties.

Each of the Lenders, the Collateral Agent and the Servicer, severally and not jointly, represents and warrants to the other parties hereto that such party has all requisite power and capacity to execute, deliver and perform this Agreement and that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of such party and that this Agreement constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or law).

(q) Limitation of Liability Due to Forces Beyond Collateral Agent's or Servicer's Control.

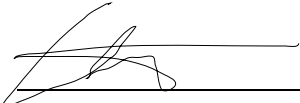
In no event shall the Collateral Agent or the Servicer be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent and the Servicer shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

[Remainder of page intentionally left blank; next page is signature page.]

IN WITNESS WHEREOF, the Collateral Agent, the Servicer and the Lenders have executed or caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first above written.

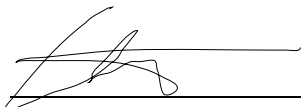
COLLATERAL AGENT:

EQUITYBUILD FINANCE, LLC, as Collateral Agent on behalf of the Lenders listed below

By: 
Name: _____
Elizabeth Kammerer
Title: Asset Manager


SERVICER:

EQUITYBUILD FINANCE, LLC, as Servicer

By: 
Name: _____
Elizabeth Kammerer
Title: Asset Manager

[Signature Page to Collateral Agency and Servicing Agreement]

LENDERS:

By:  _____
Name: ~~Navon Kuznetz~~
Title:

By: _____
Name: _____
Title:

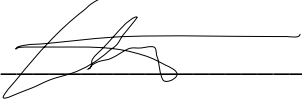
By: _____
Name: _____
Title:

[Signature Page to Collateral Agency Agreement]

ACKNOWLEDGED, CONSENTED AND AGREED TO:

BORROWER:

EquityBuild, Inc.

By:  _____

Name: Elizabeth Kammerer

Title: Closing Coordinator

[Signature Page to Collateral Agency Agreement]

SCHEDULE I

COLLATERAL AGENT FEE SCHEDULE

Section 1: Payouts

All payouts paid by check.

If Lender requests different method, fees are as follows:

- Wire funds: \$50
- Overnight check: \$50
- Direct deposit: No fee

Section 2: Buyouts

If Lender requests principal back prior to Loan's maturity date (and request granted), Lender must pay an early liquidation fee equal to: (i) 12% of the amount being returned if the request is made within one year of the date the Loan is funded (the "**Origination Date**"); and (ii) 10% of the amount being returned if the request is made between one and two years of the Origination Date. This fee is not intended to be a penalty but is an estimate, and indicative, of the actual cost and expenses EBF will incur in conjunction with such request.

EBF reserves the right to extend the maturity date on any Loan at the request of the Borrower. At that time, anyone who wishes to not participate in the extension may receive a return of their Investment and no fee will be charged in respect thereof .

SCHEDULE II

ADDRESSES FOR NOTICES

If to EquityBuild Finance, LLC, as either Collateral Agent or Servicer:

EquityBuild Finance, LLC
[Address] 5068 West Plano Pkwy. #300
Plano, TX 75093
Attention: [Elizabeth Kammerer]
Facsimile: [_____]
E-mail: [elizabeth@equitybuildfinance.com]

If to the Lenders:

[Name] Naveen Kwatra
[Address] 5280 Meadow Estates Dr.
Fairfax, VA 22030
Attention: [_____]
Facsimile: [_____]
E-mail: [naveenkwatra@yahoo.com]

[Name]
[Address]
Attention: [_____]
Facsimile: [_____]
E-mail: [_____]

[Name]
[Address]
Attention: [_____]
Facsimile: [_____]
E-mail: [_____]

If to the Borrower:

EquityBuild, Inc.
[Address] 1083 N Collier Blvd. #132
Marco Island, FL 34145
Attention: [Elizabeth Kammerer]
Facsimile: [_____]
E-mail: [elizabeth@equitybuild.com]



EQUITY BUILD

F I N A N C E

Phone: (877) 978-1916 X 1814 Email: docs@equitybuild.com

Wire Transfer Instructions

Bank:

Wells Fargo Bank, N.A.

Address:

**420 Montgomery
San Francisco, CA 94104**

Beneficiary:

EquityBuild, Inc.

ABA:

121000248

Account:

8345876992

Property/Investment Address: 7749 S Yates

Amount To Wire: \$ 25,000.00

Lender Initial: ^{DS} JK

Date Wire Will Be Initiated: Feb. 7th



Certificate Of Completion

| | |
|---|----------------------------|
| Envelope Id: AAF36C69664748AA99C1BFC2516D78 | Status: Completed |
| Subject: 7749 S Yates-Naveen Kwatra-Investment Packet | |
| Source Envelope: | |
| Document Pages: 42 | Signatures: 3 |
| Supplemental Document Pages: 0 | Initials: 1 |
| Certificate Pages: 2 | |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | EquityBuild Documents Team |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 757 E 20th Suite 370 442 |
| | Denver, CO 80205 |
| | docs@equitybuild.com |
| | IP Address: 104.180.17.26 |

Record Tracking

| | | |
|---|--|--------------------|
| Status: Original 2/1/2017 9:48:57 AM | Holder: EquityBuild Documents Team docs@equitybuild.com | Location: DocuSign |
|---|--|--------------------|

Signer Events

EquityBuild Documents Team
docs@equitybuild.com
Customer Service Rep
EquityBuild, Inc.
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Signature

Completed

Using IP Address: 104.180.17.26

Timestamp

Sent: 2/1/2017 9:50:12 AM
Viewed: 2/1/2017 9:50:29 AM
Signed: 2/1/2017 9:53:52 AM

Elizabeth Kammerer
elizabeth@equitybuildfinance.com
Closing Coordinator
EquityBuild, Inc.
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Completed

Using IP Address: 99.99.199.142
Signed using mobile

Sent: 2/1/2017 9:53:54 AM
Viewed: 2/1/2017 11:23:52 PM
Signed: 2/1/2017 11:24:08 PM

Naveen Kwatra
naveenkwtara@yahoo.com
President
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:

32B0618EDE0742E...
Using IP Address: 68.100.117.175

Sent: 2/1/2017 11:24:10 PM
Resent: 2/2/2017 12:44:47 PM
Resent: 2/3/2017 4:13:17 PM
Resent: 2/6/2017 3:31:58 PM
Resent: 2/7/2017 11:47:12 AM
Resent: 2/8/2017 10:19:19 AM
Viewed: 2/3/2017 11:11:05 AM
Signed: 2/10/2017 1:57:47 PM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

| Certified Delivery Events | Status | Timestamp |
|--|------------------|----------------------------|
| Carbon Copy Events | | |
| Zan Smith zsmith@equitybuildfinance.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 2/1/2017 11:24:10 PM |
| Tanna Dreiling tanna@equitybuild.com Controller EquityBuild, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 2/10/2017 1:57:49 PM |
| Shawn Flaherty sflaherty@equitybuildfinance.com Mortgage Loan Processor Equitybuild Finance Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID: | COPIED | Sent: 2/10/2017 1:57:50 PM |
| Notary Events | | Timestamp |
| Envelope Summary Events | | |
| Envelope Sent | Hashed/Encrypted | 2/10/2017 1:57:50 PM |
| Certified Delivered | Security Checked | 2/10/2017 1:57:50 PM |
| Signing Complete | Security Checked | 2/10/2017 1:57:50 PM |
| Completed | Security Checked | 2/10/2017 1:57:50 PM |
| Payment Events | Status | Timestamps |

From: Meredith Smith
Sent: Tuesday, February 14, 2017 1:16 PM CST
To: naveenkwatra@yahoo.com
CC: Zan Smith
Subject: Wire Received - 7749 S Yates

Hello Naveen,

Your wire of \$25,000 was received February 10th for your investment on 7749 S Yates. I hope you have a wonderful day!

--

Thanks,

Ms. Meredith Smith *Documentation and Compliance Specialist for EquityBuild, Inc.*
Phone: [\(877\) 978-1916 Ext. 1814](tel:(877)978-1916) or eFax: [\(877\) 978-2727](tel:(877)978-2727) Email: meredith@equitybuild.com

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Exhibit

6

exhibitsticker.com

From: Ezri Namvar
To: "Nicholas F. Klein"
Cc: "Andrew"; "Daniel"
Subject: FW: Chicago Loan summary
Date: Monday, March 20, 2017 5:00:13 PM
Attachments: [Indiana and Yates Properties.docx](#)

Please confirm receipt

I will send u documents piece meal---since we combined the 2 properties , Chicago title is doing a brand new prelim

I will send u draft docs , applications , property photos , etc.

Andre send nick as much as u can

IN AN ORGANIZED MANNER

B"H

Ezri Namvar
T: 310.873.9575
ezrinamvar@gmail.com

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From: Daniel Namvar [mailto:daniel@shatar.com]
Sent: Monday, March 20, 2017 4:55 PM
To: ezrinamvar@gmail.com
Cc: Andrew Calleja <andrew@shatar.com>
Subject: Chicago Loan summary

attached



5450 S INDIANA AVENUE, CHICAGO, IL 60615

PURCHASE PRICE: **\$1,675,000**

CLOSE OF ESCROW: **03/30/2017**

GOOGLE MAP [HYPERLINK

"<https://www.google.com/maps/place/5450+S+Indiana+Ave,+Chicago,+IL+60615>"]

UNITS: **27 Units**

YEAR BUILT: **1905**

IN PLACE GROSS INCOME:

| | |
|----------------|------------------|
| OCCUPIED UNITS | \$ 18,000 |
| VACANT UNITS | \$ 10,700 |
| TOTAL | \$ 28,800 |

IN PLACE OCCUPANCY:

| | |
|----------------|-----------|
| OCCUPIED UNITS | 20 |
| VACANT UNITS | 7 |
| TOTAL | 27 |

PROPERTY: 7749-59 S YATES BLVD., CHICAGO, IL 60615

PURCHASE PRICE: **\$1,550,000**

PURCHASE DATE: **03/14/2017**

GOOGLE MAP: [HYPERLINK

"<https://www.google.com/maps/place/7749+S+Yates+Blvd,+Chicago,+IL+60649/@41.753812,-87.5680847,17z/data=!3m1!4b1!4m13!1m7!3m6!1s0x880e2869c6c51f7d:0xb3f16a466ea2b9dc!2s7749+S+Yates+Blvd,+Chicago,+IL+60649!3b1!8m2!3d41.753808!4d-87.565896!3m4!1s0x880e2869c6c51f7d:0xb3f16a466ea2b9dc!8m2!3d41.753808!4d-87.565896!6m1!1e1>"]

NUMBER OF UNITS: **36 Units**

YEAR BUILT: **1927**

IN PLACE GROSS INCOME:

| | |
|----------------|------------------|
| OCCUPIED UNITS | \$ 22,565 |
| VACANT UNITS | \$ |
| TOTAL | \$ 22,565 |

IN PLACE OCCUPANCY:

| | |
|----------------|-----------|
| OCCUPIED UNITS | 33 |
| VACANT UNITS | 3 |
| TOTAL | 36 |

SUMMARY:

63 UNITS

\$3.225M AGREGATE PURCHASE PRICE

\$1.8M LOAN AMOUNT

= 56% LTV

= \$23K LOAN/DOOR

The borrower is a reputable landlord in Chicago, IL. More info: [HYPERLINK "<https://equitybuild.com/>"]

Chicago Title and Trust Company

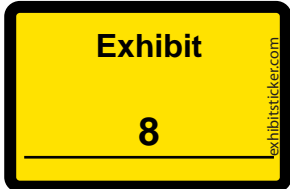
10 South LaSalle Street, Suite 2930, Chicago, IL 60603

Phone: (312)223-2801 | FAX: 312-223-2920

MASTER STATEMENT

Settlement Date: March 14, 2017
Disbursement Date: March 14, 2017
Buyer: 7749-59 S Yates LLC (100.00000%)
 201 N. Westshore Dr., #1501
 Chicago, IL 60601
Seller: Chicago title Land Trust Company, as Trustee under Trust Agreement dated May 15, 2006 as known as Trust Number 8002346568 (50.00000%)
 7749-59 S Yates Ave
 Chicago, IL 60649
Seller: 7749 S. Yates, LLC (50.00000%)
 2630-32 W. Fitch Ave.
 Chicago, IL 60645
Property: 7749-59 S Yates Ave
 Chicago, IL 60649
 Parcel ID(s): 21-30-318-013-0000

| SELLER | | BUYER | |
|-----------------------------------|--------------|--|--------------|
| \$ | DEBITS | \$ | CREDITS |
| FINANCIAL CONSIDERATION | | | |
| | 1,550,000.00 | Sale Price of Property | 1,550,000.00 |
| | | Deposit or earnest money | 25,000.00 |
| | | Retained by Interra Realty LLC (\$25,000.00) | |
| 9,742.65 | | Rent Proration | 9,742.65 |
| PRORATIONS/ADJUSTMENTS | | | |
| 10,000.00 | | Earnest Money Deposit | 10,000.00 |
| 4,504.09 | | 2017 Tax Credit | 4,504.09 |
| 10,724.02 | | 2016 Tax Credit | 10,724.02 |
| TITLE & ESCROW CHARGES | | | |
| 125.00 | | Title - Commitment Update Fee to Chicago Title Insurance Company | |
| | | Title - CPL Fee to Buyer to Chicago Title Insurance Company | 25.00 |
| 50.00 | | Title - CPL Fee to Seller to Chicago Title Insurance Company | |
| 875.00 | | Title - Escrow Fees to Chicago Title and Trust Company | 875.00 |
| 250.00 | | Title - GAP Coverage (NYS Closing Fee) to Chicago Title Insurance Company | 250.00 |
| | | Title - Policy Update Fee to Chicago Title Insurance Company | 125.00 |
| 3.00 | | Title - State of Illinois Policy Registration Fee to Chicago Title Insurance Company | |
| 75.00 | | Title - Water Certification Processing Fee to Chicago Title Insurance Company | |
| 80.00 | | Title - Wire Fee to Seller to Chicago Title and Trust Company | |



I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

BUYER:

Chicago title Land Trust Company, as Trustee under Trust Agreement dated May 15, 2006 as known as Trus Number 8002346568

7749-59 S Yates LLC

BY: _____

BY: Bernadine M. Smith, P.A.

7749 S. Yates, LLC

BY: Bernadine M. Smith, P.A.

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Chicago Title and Trust Company
Settlement Agent

MASTER STATEMENT - Continued

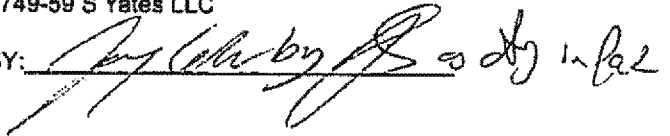
I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

SELLER:

BUYER:

Chicago title Land Trust Company, as Trustee under Trust Agreement dated May 15, 2006 as known as Trus Number 8002346568

7749-59 S Yates LLC

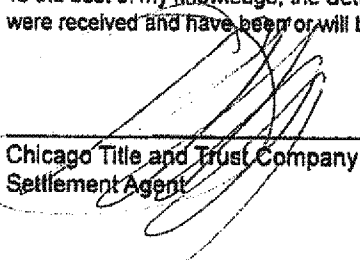
BY: 

BY: _____

7749 S. Yates, LLC

BY: _____

To the best of my knowledge, the Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Chicago Title and Trust Company
Settlement Agent

From: Ezri Namvar [ezrinamvar@gmail.com]
Sent: 3/30/2017 9:28:53 AM
To: 'Yoo, Angie' [angie.yoo@ctt.com]; 'Bottiglieri, John' [john.bottiglieri@ctt.com]; 'Andrew Calleja' [andrew@shatar.com]; 'Patty San Martin' [PSanMartin@rfclaw.com]; 'Ioana Salajanu' [Isalajanu@rfclaw.com]; 'Tyler DeRoo' [tyler@equitybuild.com]; 'Shaun Cohen' [shaun@equitybuildfinance.com]; daniel@shatar.com
Subject: RE: Loan -5450 S Indiana Ave and 7749 S Yates Blvd - Order 1401-008984422 - Escrow 201701509

What ???

I thought the borrowers are putting over 1.5 mil in to close the purchases
Can someone explain this 2 me ?

B"H

Ezri Namvar

T: 310.873.9575

ezrinamvar@gmail.com

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From: Yoo, Angie [mailto:angie.yoo@ctt.com]
Sent: Thursday, March 30, 2017 9:05 AM
To: Bottiglieri, John <john.bottiglieri@ctt.com>; Andrew Calleja <andrew@shatar.com>; 'Patty San Martin' <PSanMartin@rfclaw.com>; 'Ioana Salajanu' <Isalajanu@rfclaw.com>; 'Tyler DeRoo' <tyler@equitybuild.com>; 'Shaun Cohen' <shaun@equitybuildfinance.com>; 'Ezri Namvar' <ezrinamvar@gmail.com>; daniel@shatar.com
Subject: RE: Loan -5450 S Indiana Ave and 7749 S Yates Blvd - Order 1401-008984422 - Escrow 201701509

All,

The Borrower is receiving approximately \$86,000 from the closing. Please let me know what these funds are being used for.

Thanks,

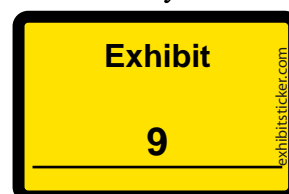
Angie Yoo ~ angie.yoo@ctt.com

Associate Commercial Underwriter
Chicago Title Insurance Company ~ National Commercial Services | Chicago
10 South LaSalle St. Suite 3100, Chicago, IL 60603
p:312-223-3231 | f:312-223-2925 | c:312-485-1488

From: Bottiglieri, John
Sent: Thursday, March 30, 2017 11:01 AM
To: Andrew Calleja <andrew@shatar.com>; 'Patty San Martin' <PSanMartin@rfclaw.com>; 'Ioana Salajanu' <Isalajanu@rfclaw.com>; 'Tyler DeRoo' <tyler@equitybuild.com>; 'Shaun Cohen' <shaun@equitybuildfinance.com>; 'Ezri Namvar' <ezrinamvar@gmail.com>; daniel@shatar.com
Cc: Yoo, Angie <angie.yoo@ctt.com>
Subject: RE: Loan -5450 S Indiana Ave and 7749 S Yates Blvd - Order 1401-008984422 - Escrow 201701509

A revised disbursement statement is attached. Please let me know if there are any comments or revisions.

The following items remain open for the close.



From Borrower

- Receipt of Borrower's Documents/Signatures
- Invoices/ wire instructions for Third Party Payments(if any or if all invoices are on Chicago Title disbursement statement please advise)
- Signed disbursement statement
- Wire instructions for proceeds
- Final ok to close, Borrower

From Lender

- Payee for the Borrower Deposit Credit
- Payee for the Per Diem Interest
- Approval of loan proforma
- Loan proceeds
- Final ok to close, Lender

From Underwriter

- Confirmation that Angie has all clearance
- Confirmation that Angie is prepared to issue proforma
- Confirmation that the documents are in recordable form

From Escrow

- Confirmation that the Acquisition Escrow is in position to close

John Bottigliero ~ john.bottigliero@ctt.com

Escrow Officer

Chicago Title Insurance Company ~ National Commercial Services | Chicago

10 South LaSalle St. Suite 3100, Chicago, IL 60603

p:312-223-2124 | f:312-223-3409

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From: Ezri Namvar
To: "Patty San Martin"; "Andrew Calleja"; "Tyler DeRoo"
Cc: "Shaun Cohen"; "Daniel"; "Ioana Salajanu"
Subject: RE: 5450 S Indiana Ave and 7749 S Yates Blvd - Purchase Paperwork
Date: Wednesday, March 15, 2017 10:16:23 AM

TYLER I MUST SPEAK WITH U
CALL ME ASAP

B"H

Ezri Namvar
T: 310.873.9575
ezrinamvar@gmail.com

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From: Patty San Martin [mailto:PSanMartin@rfclaw.com]
Sent: Wednesday, March 15, 2017 9:41 AM
To: Andrew Calleja <andrew@shatar.com>; 'Ezri Namvar' <ezrinamvar@gmail.com>; 'Tyler DeRoo' <tyler@equitybuild.com>
Cc: 'Shaun Cohen' <shaun@equitybuildfinance.com>; 'Daniel' <Daniel@shatar.com>; Ioana Salajanu <Isalajanu@rfclaw.com>
Subject: RE: 5450 S Indiana Ave and 7749 S Yates Blvd - Purchase Paperwork

Hi Andrew,

Attached you will find the following documentation:

Articles/Operating Agreement for 7749-59 S. Yates, LLC
Closing Statement and Insurance for the Yates purchase.

5450 S. Indiana Purchase

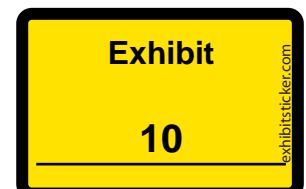
Title Commitment
Purchase contract with amendments.

Please let me know if you have any questions.

Thank you,

Patty

Patricia San Martin
Real Estate Paralegal



Rock Fusco & Connelly, LLC
321 N. Clark Street, Suite 2200
Chicago, Illinois 60654
(312) 494-1000 - Telephone
(312) 494-1001 - Facsimile
psanmartin@rfclaw.com

From: Andrew Calleja [<mailto:andrew@shatar.com>]
Sent: Tuesday, March 14, 2017 5:19 PM
To: 'Ezri Namvar' <ezrinamvar@gmail.com>; Patty San Martin <PSanMartin@rfclaw.com>; 'Tyler DeRoo' <tyler@equitybuild.com>
Cc: 'Shaun Cohen' <shaun@equitybuildfinance.com>; 'Daniel' <Daniel@shatar.com>; Ioana Salajanu <lsalajanu@rfclaw.com>
Subject: RE: 5450 S Indiana Ave and 7749 S Yates Blvd - Purchase Paperwork

Hi Patty,

As per our discussion, since the purchase loan for 7749-59 S Yates Blvd was just closed today 03/14/2017. Please email to us the copy of the final closing statement for this property including the copy of the evidence of insurance.

Regards,

B"H

Andrew Calleja
Shatar Capital Partners
12121 Wilshire Blvd. #555
Los Angeles, CA 90025
Direct Line: 310.873.9560
Main Line: 310.207.1000
andrew@shatar.com
www.shatar.com

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From: Ezri Namvar [<mailto:ezrinamvar@gmail.com>]
Sent: Tuesday, March 14, 2017 1:19 PM
To: 'Patty San Martin'; 'Andrew Calleja'; 'Tyler DeRoo'
Cc: 'Shaun Cohen'; 'Daniel'; 'Ioana Salajanu'
Subject: RE: 5450 S Indiana Ave and 7749 S Yates Blvd - Purchase Paperwork

One blanket loan on both properties

B"H

Ezri Namvar
T: 310.873.9575
ezrinamvar@gmail.com

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From: Patty San Martin [<mailto:PSanMartin@rfclaw.com>]
Sent: Tuesday, March 14, 2017 1:04 PM
To: Andrew Calleja <andrew@shatar.com>; 'Tyler DeRoo' <tyler@equitybuild.com>
Cc: 'Ezri Namvar' <ezrinamvar@gmail.com>; 'Shaun Cohen' <shaun@equitybuildfinance.com>; 'Daniel' <Daniel@shatar.com>; Ioana Salajanu <lsalajanu@rfclaw.com>
Subject: RE: 5450 S Indiana Ave and 7749 S Yates Blvd - Purchase Paperwork

Hi Andrew,

Will the loan being just one for both properties or will there be two loans? Please provide me with the info for the loan so I could have the title commitment for Indiana updated.

Thank you,

Patty

Patricia San Martin
Real Estate Paralegal
Rock Fusco & Connelly, LLC
321 N. Clark Street, Suite 2200
Chicago, Illinois 60654
(312) 494-1000 - Telephone
(312) 494-1001 - Facsimile
psanmartin@rfclaw.com

From: Andrew Calleja [<mailto:andrew@shatar.com>]
Sent: Tuesday, March 14, 2017 2:48 PM
To: Patty San Martin <PSanMartin@rfclaw.com>; 'Tyler DeRoo' <tyler@equitybuild.com>
Cc: 'Ezri Namvar' <ezrinamvar@gmail.com>; 'Shaun Cohen' <shaun@equitybuildfinance.com>; 'Daniel' <Daniel@shatar.com>; Ioana Salajanu <lsalajanu@rfclaw.com>
Subject: RE: 5450 S Indiana Ave and 7749 S Yates Blvd - Purchase Paperwork

Hi Patty,

Please provide the following documentations for **5450 S Indiana Ave and 7749 S Yates Blvd** so we start preparing the loan document for both properties.

1. **Fully Executed Purchase Contract/Agreement with all amendments showing the final purchase price for each properties.**
2. **Escrow Instructions**

3. Updated Prelim Report dated within 30 days
4. Vesting Information for each properties
5. LLC Document - Complete Entity Documents including Executed Operating Agreement, Filed LLC-1; LLC-12
6. Please confirm the close of escrow date for both properties.

Best Regards,

B"H

Andrew Calleja
Shatar Capital Partners
12121 Wilshire Blvd. #555
Los Angeles, CA 90025
Direct Line: 310.873.9560
Main Line: 310.207.1000
andrew@shatar.com
www.shatar.com

NOTICE: This communication is not intended to provide, and should not be relied upon for legal, tax, or accounting advice; and is not a solicitation, nor an offer to buy or sell securities, nor a loan approval or commitment to engage in any business transaction. NOTHING IN THIS COMMUNICATION SHALL BE BINDING OR CONTRACTUAL. Before engaging in any transaction, you should consult your own legal, tax or accounting experts. The information contained in this message and any attachments are intended only for the use of the individual or entity to which such message is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you have received this message in error, you are prohibited from copying, distributing, or using the information. Please contact the sender immediately by return e-mail and delete the original message from your system.

From: Patty San Martin [<mailto:PSanMartin@rfclaw.com>]
Sent: Monday, March 13, 2017 12:37 PM
To: Tyler DeRoo; Andrew Calleja
Cc: Ezri Namvar; Shaun Cohen; Daniel; Ioana Salajanu
Subject: RE: Indiana ave Chicago - Term Sheet and Wire

Are we creating a new LLC for Indiana? If yes, who will be the manager and member?

Thank you,

Patty

Patricia San Martin
Real Estate Paralegal
Rock Fusco & Connelly, LLC
321 N. Clark Street, Suite 2200
Chicago, Illinois 60654
(312) 494-1000 - Telephone
(312) 494-1001 - Facsimile
psanmartin@rfclaw.com

From: Tyler DeRoo [<mailto:tyler@equitybuild.com>]
Sent: Monday, March 13, 2017 2:00 PM
To: Andrew Calleja <andrew@shatar.com>
Cc: Ezri Namvar <ezrinamvar@gmail.com>; Shaun Cohen <shaun@equitybuildfinance.com>; Daniel <Daniel@shatar.com>; Ioana Salajanu <Isalajanu@rfclaw.com>; Patty San Martin

<PSanMartin@rfclaw.com>

Subject: Re: Indiana ave Chicago - Term Sheet and Wire

Andrew,

Im looping in our counsel (Ioana), and her paralegal (Patty) on this.

Ioana,

Andrew who is with Ezri and Shatar, will be helping us put together the loan on 5450 S indiana and 7749 Yates. They will be funding this when we close indiana and taking a first position lien on both assets. I've attached the term sheet.

Also, we need to transfer the loan on 7024 S Paxton we closed in december into an SPV.

Let me know if there are any questions.

Tyler DeRoo
C. 847.420.2095

On Mar 13, 2017, at 1:56 PM, Andrew Calleja <andrew@shatar.com> wrote:

Thank you. Do you have the escrow instructions and updated Prelim report for both properties?

Regards,

B"H
Andrew Calleja
Shatar Capital Partners
12121 Wilshire Blvd. #555
Los Angeles, CA 90025
Direct Line: 310.873.9560
Main Line: 310.207.1000
andrew@shatar.com
www.shatar.com

NOTICE: This communication is not intended to provide, and should not be relied upon for legal, tax, or accounting advice; and is not a solicitation, nor an offer to buy or sell securities, nor a loan approval or commitment to engage in any business transaction. NOTHING IN THIS COMMUNICATION SHALL BE BINDING OR CONTRACTUAL. Before engaging in any transaction, you should consult your own legal, tax or accounting experts. The information contained in this message and any attachments are intended only for the use of the individual or entity to which such message is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you have received this message in error, you are prohibited from copying, distributing, or using the information. Please contact the sender immediately by return e-mail and delete the original message from your system.

From: Tyler DeRoo [<mailto:tyler@equitybuild.com>]
Sent: Monday, March 13, 2017 11:52 AM
To: Ezri Namvar
Cc: Andrew Calleja; Shaun Cohen; Daniel

Subject: Re: Indiana ave Chicago - Term Sheet and Wire

New term sheet attached.

PURCHASER'S STATEMENT

GFNo: 40018401

Date: April 6, 2017

Sale From: Chicago Metropolitan Housing Development Corporation
225 West Wacker Drive, suite 1550
Chicago, IL 60606

To: 1700 Juneway LLC
1700-1708 West Juneway Terrace
Chicago, IL 60626

Property: 1700-1708 West Juneway Terrace Chicago, IL 60626
1700-1708 West Juneway Terrace
Chicago, IL 60626

| | | |
|--|---------------------|-----------------------|
| Purchase Price | | \$2,400,000.00 |
| Plus: Charges | | \$414.00 |
| Filing Fees to Greater Illinois Title Company | | \$414.00 |
| Recording Deed | \$54.00 | |
| Recording Mortgage | \$152.00 | |
| Filing UCC (State Delaware) | \$75.00 | |
| Recording UCC (County) | \$58.00 | |
| Filing UCC (State Illinois) | \$75.00 | |
| Loan Charges to Thorofare Capital, Inc. | | \$839,877.50 |
| Tax Reserve | \$10,750.00 | |
| Interest Reserve | \$160,000.00 | |
| CapEx Holdback | \$600,000.00 | |
| Immediate Repair Reserve | \$19,375.00 | |
| Insurance Reserve | \$1,740.00 | |
| Remaining Lender Origination Fee | \$32,075.00 | |
| Partial Months Interest 4/6/17-4/30/17 | \$10,937.50 | |
| Processing Fee | \$5,000.00 | |
| Transfer Taxes to Greater Illinois Title Company | | \$18,000.00 |
| City of Chicago Transfer Tax | \$18,000.00 | |
| Lender counsel to Steckbauer Weinhart, LLP* | | \$17,500.00 |
| Cohen Financial servicing Set-up Fee to Cohen Financial | | \$3,000.00 |
| Appraisal to Cushman and Wakefield | POC (B) \$3,500.00 | |
| Property Condition Assessment Report and Phase I ESA to AEI Consultants | POC (B) \$3,800.00 | |
| Construction Budget Review to AEI Consultants | POC (B) \$1,750.00 | |
| Background Report to Sapient Providence, LLC | POC (B) \$1,800.00 | |
| Credit Report to Avantus* | POC (B) \$17.70 | |
| Lender Travel Costs to Thorofare Capital, Inc. | POC (B) \$3,000.00 | |
| Zoning Report to Zoning Reports, LLC* | POC (B) \$960.00 | |
| AML KYC to Highlander Law* | POC (B) \$350.00 | |
| Insurance Consultant Review to Willis Towers Watson* | POC (B) \$1,500.00 | |
| Lender in-house Counsel Review to Thorofare Capital, Inc. | POC (B) \$3,000.00 | |
| Cash Management Set up fee for city national bank to Thorofare Capital, Inc. | POC (B) \$500.00 | |
| Borrower Pre-Paid Origination Fee to Thorofare Capital, Inc. | POC (B) \$22,300.00 | |
| Borrower Funds Deposit into TC Imp Acct to Thorofare Capital, Inc. | POC (B) \$30,000.00 | |
| Fees to Greater Illinois Title Company | | \$1,905.00 |
| Commercial Escrow Fee | \$1,230.00 | |
| SB1167 Certification | \$150.00 | |
| Policy Update Fee | \$160.00 | |

Printed at: 04/06/2017 (01:53 pm)

Compliments of Greater Illinois Title Company



exhibitsticker.com

GFNo: 40018401

Page 2

| | | |
|---|-------------------------------|-----------------------|
| Recording Service Fee | \$15.00 | |
| New York Style Closing Fee | \$350.00 | |
| CPL to Chicago Title Insurance Company | | \$50.00 |
| State of Illinois Policy Fee to Chicago Title Insurance Company | | \$3.00 |
| Additional Title Services to Greater Illinois Title Company | | \$74.00 |
| Delivery Fee | \$25.00 | |
| Email Package Fee | \$45.00 | |
| Postage and Handling fee | \$4.00 | |
| Title Insurance to Greater Illinois Title Company | | \$4,030.00 |
| Simultaneous Commercial | \$685.00 | |
| ALTA 9 Series Endorsement | \$385.00 | |
| Zoning Endorsement | \$815.00 | |
| Survey Endorsement | \$195.00 | |
| Access Endorsement | \$195.00 | |
| Usury Endorsement | \$195.00 | |
| PIN Endorsement | \$195.00 | |
| EPA Endorsement | \$195.00 | |
| Doing Business Endorsement | \$195.00 | |
| Plat Act Endorsement | \$195.00 | |
| Location Endorsement | \$195.00 | |
| Utility Facility Endorsement | \$195.00 | |
| Arbitration Endorsement | \$195.00 | |
| Ass. of Rents & Leases End. | \$195.00 | |
| Attorney Fee to Rock Fusco and Connelly, LLC | | \$2,100.00 |
| Past Due Balance to Rock Fusco and Connelly, LLC | | \$7,500.00 |
| LLC Documents to Rock Fusco and Connelly, LLC | | \$615.00 |
| Insurance Premium to Rosenthal Bros., Inc. | | \$1,985.00 |
| Mortgage Broker Commission to The BSC Group | | \$21,750.00 |
| Survey to Ways Survey, LLC | | \$1,250.00 |
| Second Mortgage Broker to 3PO Capital Corp* | | \$21,750.00 |
| 30-Day or Less Delinquent Rents Credited to Seller | | \$3,309.38 |
| Total Charges | | \$945,112.88 |
| Gross Amount Due By Purchaser | | \$3,345,112.88 |
| Less: Credits | | |
| Real Estate Tax Prorations - 2016 | From 7/1/2016 thru 12/31/2016 | \$13,535.92 |
| Real Estate Tax Prorations - 2017 | From 1/1/2017 thru 4/4/2017 | \$7,378.19 |
| Earnest Money | | \$50,000.00 |
| Loan Amount from Thorofare Capital, Inc. | | \$2,175,000.00 |
| Sellers credit to buyer in connection with Porch Repair | | \$80,000.00 |
| Sellers credit to buyer for Survey Upgrade | | \$750.00 |
| Credit to Buyer for Tenant Security deposits: R. Dixon | | \$885.03 |
| Credit to Buyer for Tenant Security Deposits - E. Lozada | | \$825.02 |
| Collected Rents | | \$7,888.09 |
| Credit to Buyer for Prepaid rent - per Rent Roll | | \$0.61 |
| Total Credits | | \$2,336,262.86 |
| Balance Due by Purchaser | | \$1,008,850.02 |

Purchaser understands the Closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guarantee the accuracy thereof. The lender involved may be furnished a copy of this statement.

Purchaser understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others or estimates for the current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct.

GFNo: 40018401

Page 3

The undersigned hereby authorizes Greater Illinois Title Company to make expenditure and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan Funds, if applicable, in the amount shown above and a receipt of a copy of this Statement

Greater Illinois Title Company

1700 Juneway LLC

By 
Katryn Kutrubis

By 



RELEASE OF MORTGAGE OR TRUST DEED(ILLINOIS)

Doc# 1816219042 Fee \$44.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 06/11/2018 11:42 AM PG: 1 OF 3

Prepared by and return after Recording to:

Rock Fusco & Connelly, LLC
Joana Salajanu
321 N. Clark Street, Suite 2200
Chicago, Illinois 60654

Licensed Property Signer

180065740FE. 300 & LND The above space is for the recorder's use only

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.

KNOW TO ALL MEN BY THESE PRESENT, That EQUITYBUILD FINANCE, LLC, for and in consideration of the payment of the indebtedness secured by the Mortgage hereinafter mentioned, and the cancellation of all the notes thereby secured, and of the sum of one dollar, the receipt whereof is hereby acknowledged, do hereby **REMISE, RELEASE, CONVEY, and QUIT CLAIM** unto EQUITYBUILD, INC., a Florida corporation, and its heirs, legal representatives and assigns, all the right, title, interest, claim or demand whatsoever they may have acquired in, through or by a certain **MORTGAGE**, recorded on the 13th day of **January, 2017**, as Document No. **1701318125** as corrected by the **Corrective Recording** recorded on the 7th day of **March, 2017** as Document No. **1706634060**, in the Recorder's Office of **COOK** County, in the State of Illinois, to the premises therein described as follows, situated in the County of **COOK**, in the State of Illinois, to wit:

SEE ATTACHED EXHIBIT "A".

together with all the appurtenances and privileges thereunto belonging or appertaining.

Permanent Real Estate Index Number(s): 20-15-317-039-0000 and 20-15-317-040-0000

Property Address: 6160-6212 S. KING DRIVE, CHICAGO, ILLINOIS 60637

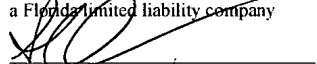
SIGNATURE PAGE TO FOLLOW.

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IN WITNESS WHEREOF, this instrument was executed on 30th day of May, 2018.

EQUITYBUILD FINANCE, LLC,
a Florida limited liability company

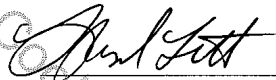

By: Shawn Cohen
Its: President

STATE OF Illinois) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Shawn Cohen is personally known to me to be the President of THE EQUITYBUILD FINANCE, LLC, a Florida limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, respectively, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 31st day of May, 2018.



 (Notary Public)

Licensed to Practice Law by Cook County Recorder of Deeds

EXHIBIT "A"

PARCEL 1:

THE SOUTH 1 AND ¼ INCHES OF LOT 9 IN BLOCK 1 IN ISAAC PFLAUM'S SUBDIVISION OF LOT 6 AND THAT PART OF LOT 12 LYING NORTH OF THE SOUTH LINE OF LOT 6 IN WILSON, HEALD AND STEBBIN'S SUBDIVISION OF THE EAST ½ OF THE SOUTHWEST ¼ OF SECTION 15.

PARCEL 2:

LOTS 1 TO 8 IN BLOCK 1 IN DAVIDSON SUBDIVISION OF BLOCKS 7 AND 8 AND PART OF BLOCK 12 IN WILSON, HEALD AND STEBBIN'S SUBDIVISION OF THE EAST ½ OF SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**COOK COUNTY
RECORDER OF DEEDS**

**COOK COUNTY
RECORDER OF DEEDS**

Licensed Property Insighly Cook County Recorder of Deeds

RELEASE DEED

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.



Doc# 1800245017 Fee \$40.00

PHSP FEE: \$9.00 RPRF FEE: \$1.00

CAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/02/2018 11:07 AM PG: 1 OF 2

1711151811

Know all men by these presents, that **THE PERSONS LISTED ON EXHIBIT A TO THE MORTGAGE c/o EQUITYBUILD FINANCE, LLC.** for and in consideration of TEN DOLLARS (\$10.00) and for other good and valuable considerations, the receipt of which is hereby confessed, does hereby remise, convey, release and quit-claims unto **EQUITYBUILD, INC.** of the County of **COLLIER**, State of **FLORIDA**, all rights, title, interest, claim or demand whatsoever he/she may have acquired in, through or by a certain Mortgage bearing the date of **01/30/2015** Recorded in the Recorder's Office of **COOK** County in the State of Illinois, on **03/19/2015** as Document Number **1507856004**, the premises therein described, situated in the County of **COOK** and the State of Illinois as follows, to-wit:

See attached Legal Description

(PIN): 16-09-324-006-0000

Commonly Known as: 5201-5207 W Washington Blvd, Chicago, IL

[Signature]
Manager

**EQUITYBUILD FINANCE, LLC, as agent for
THE PERSONS LISTED ON EXHIBIT A TO
THE MORTGAGE**

State of: New York
County of: New York

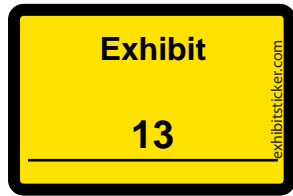
I, the undersigned, a Notary Public in and for said County in the State aforesaid Do Certify that, Shawn P. Cohen, personally known to me have signed and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal on _____ 20_____

MILUSKA RIOS
Notary Public - State of New York
No. 01A16301528
Qualified in Bronx County
My Commission Expires April 14, 2018

[Signature]

FOR THE PROTECTION OF THE OWNER, THIS RELEASE NEEDS TO BE FILED WITH THE RECORDER OF DEEDS IN WHOSE OFFICE THE MORTGAGE OR DEED OF TRUST WAS FILED.



Legal Description

of premises commonly known as 5201-5207 W Washington
Blvd. Chicago, IL 60644

Lots 1, 2, 3 & 4 in Block 1 in J. H. Whiteside and Company's Subdivision in Section 9, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT TAX NUMBER: 16-09-324-006-0000

Prepared by and Mail to:
EquityBuild Finance, LLC
5068 W. Plano Road, #300
Plano, TX 75093

Licensed to Property Insight by Cook County Recorder of Deeds





First American Title Insurance Company

30 North LaSalle Street, Suite 2220 • Chicago, IL 60602

Office Phone:(312)750-6780 Office Fax:(866)563-2766

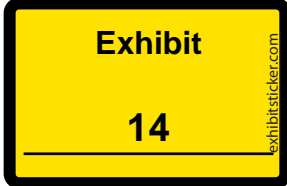
Final Settlement Statement

Property Address: 6949-59 South Merrill, Chicago, IL 60649
File No: C-2823107
Officer: Dawn Bragg/db
Settlement Date: 07/21/2017
Disbursement Date: 07/21/2017
Print Date: 07/21/2017, 3:36 PM

Buyer: SSPH 6951 S MERRILL LLC, an Illinois Limited Liability Company
Address:
Seller: Annie V. Gulley
Address:
Lender: Thorofare Asset Based Lending REIT Fund IV, LLC
Address:
Loan No.:

| Buyer Charge | Buyer Credit | Charge Description | Seller Charge | Seller Credit |
|--------------|--------------|---|---------------|---------------|
| 1,925,000.00 | | Consideration: Total Consideration | | 1,925,000.00 |
| | | Earnest Money: Total Deposit/Earnest Money | | |
| | 35,000.00 | Disbursed as Proceeds (\$0.00) | | |
| | | Excess Deposit | 35,000.00 | |
| | | Adjustments: Security Deposit | 750.00 | |
| | 750.00 | | | |
| | | Prorations: 2017 Real Estate Taxes 01/01/17 to 07/21/17 @\$0.00/yr | 12,045.26 | |
| | 12,045.26 | | | |
| | | Commission: Real Estate Commission to Marcus & Millichap | 96,250.00 | |
| | | Attorney: Attorney Fee (Current) to Rock Fusco & Connelly, LLC | | |
| 2,100.00 | | Attorney Fee (Delinquent) to Rock Fusco & Connelly, LLC | | |
| 25,000.00 | | LLC Doc Expense to Rock Fusco & Connelly, LLC | | |
| 1,350.00 | | Attorney Fee to Law Firm Anthony D. Andrews, PC | 1,250.00 | |
| | | Reimbursement for Registration to Law Firm Anthony D. Andrews, PC | 150.00 | |
| | | New Loan(s): Lender: Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| | 1,540,000.00 | Loan Amount - Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| 3,068.25 | | Prepaid Interest 07/21/17 to 07/31/17 to Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| 23,700.00 | | Origination Fee to Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| 5,000.00 | | Processing fee to Thorofare Capital, Inc | | |
| 535,845.00 | | CapEx Holdback to Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| 60,000.00 | | Interest Reserve to Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| 11,300.00 | | Tax Reserve to Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| 1,200.00 | | Insurance Reserve to Thorofare Asset Based Lending REIT Fund IV, LLC | | |
| 125,000.00 | | Tax Lien Escrow | | |
| | | Payoff(s) and Payment(s): Wells Fargo | | |
| | | Payoff to Wells Fargo | 582,784.36 | |
| | | Title/Escrow Charges to: Closing Protection Coverage-Seller to First American Title Insurance Company | 50.00 | |

Initials: _____



Final Settlement Statement

Settlement Date: 07/21/2017
 Print Date: 07/21/2017

File No: C-2823107
 Officer: Dawn Bragg/db

| Buyer Charge | Buyer Credit | Charge Description | Seller Charge | Seller Credit |
|--------------|--------------|---|---------------|---------------|
| 25.00 | | Closing Protection Coverage-Buyer to First American Title Insurance Company | | |
| 25.00 | | Closing Protection Coverage-Lender to First American Title Insurance Company | | |
| | | State of IL Owner's Policy Fee to First American Title Insurance Company | 3.00 | |
| 3.00 | | State of IL Loan Policy Fee to First American Title Insurance Company | | |
| 350.00 | | Money Lender Escrow Fee to First American Title Insurance Company | | |
| 853.13 | | Deed and Money Escrow to First American Title Insurance Company | 853.13 | |
| 250.00 | | Proforma Loan Policy to First American Title Insurance Company | | |
| | | Tax Payment Service Fee to First American Title Insurance Company | 50.00 | |
| 125.00 | | Policy Update Search to First American Title Insurance Company | | |
| | | Commitment Update Search to First American Title Insurance Company | 125.00 | |
| | | Title Indemnity Service Fee to First American Title Insurance Company | 175.00 | |
| 120.00 | | Service/Handling Wire Transfer Fee to First American Title Insurance Company | 120.00 | |
| 500.00 | | Loan Policy-Simultaneous to First American Title Insurance Company | | |
| | | Owner's Policy to First American Title Insurance Company | 4,837.50 | |
| 250.00 | | Comp Endorsement L (ALTA 9.3) to First American Title Insurance Company | | |
| 225.00 | | Location Endorsement L to First American Title Insurance Company | | |
| 250.00 | | Commercial PIN End L to First American Title Insurance Company | | |
| 750.00 | | Commercial Zoning End L (3.1) to First American Title Insurance Company | | |
| | | Commercial Extended Coverage End O to First American Title Insurance Company | 350.00 | |
| 225.00 | | Endorsement(s) L - EPL to First American Title Insurance Company | | |
| 250.00 | | Endorsement(s) L - Survey to First American Title Insurance Company | | |
| 225.00 | | Endorsement(s) L - Subdivision to First American Title Insurance Company | | |
| 225.00 | | Endorsement(s) L - Policy Authentication to First American Title Insurance Company | | |
| 225.00 | | Commercial Usury End L to First American Title Insurance Company | | |
| 225.00 | | Endorsement(s) L - Arbitration to First American Title Insurance Company | | |
| 225.00 | | Access Endorsement L to First American Title Insurance Company | | |
| 250.00 | | Endorsement(s) L - Utility Facility to First American Title Insurance Company | | |
| 225.00 | | Endorsement(s) L - Assignment of Leases and Rents to First American Title Insurance Company | | |
| 225.00 | | Endorsement(s) L - DBA to First American Title Insurance Company | | |
| 225.00 | | Endorsement(s) L - Contiguity to First American Title Insurance Company | | |
| 52.00 | | Deed to Cook County Recorder | | |
| 158.00 | | Mortgage to Cook County Recorder of Deeds | | |
| 58.00 | | Recording UCC to Cook County Recorder of Deeds | | |
| 80.00 | | Recording Amendment to Cook County Recorder of Deeds | | |
| 49.00 | | Recording UCC to First American Title Insurance Co. - UCC | | |
| 149.00 | | Recording UCC to First American Title Insurance Co. - UCC | | |
| | | Recording Release | 50.00 | |
| | | Recording Release | 50.00 | |
| | | County Transfer Tax to Cook County Recorder of Deeds | 962.50 | |
| 14,437.50 | | City Transfer Tax to City of Chicago | 5,775.00 | |
| | | State Transfer Tax to Cook County Recorder of Deeds | 1,925.00 | |

Initials: _____

Final Settlement Statement

Settlement Date: 07/21/2017
 Print Date: 07/21/2017

File No: C-2823107
 Officer: Dawn Bragg/db

| Buyer Charge | Buyer Credit | Charge Description | Seller Charge | Seller Credit |
|--------------|--------------|---|---------------|---------------|
| | | Disbursements Paid: | | |
| 12,293.00 | | Homeowner's Insurance Premium to Rosenthal Brothers Insurance | | |
| 3,000.00 | | Setup Fee to Cohen Financial | | |
| 20,000.00 | | Legal Fees & Cost to Steckbauer Weinhart, LLP | | |
| | | Water Bill and cert to City of Chicago | 5,538.77 | |
| 15,400.00 | | Mortgage Broker Fees to The BSC Group | | |
| 15,400.00 | | Mortgage Broker Fees to 3PO Capital Corp. | | |
| 1,500.00 | | Survey to Ways Survey, Ltd. | | |
| | | Funds Held: | | |
| | | Funds Held 2016 2nd Installment Real Estate Taxes | 13,000.00 | |
| | 1,219,595.62 | Cash (X From) (To) Buyer | | |
| | | Cash (X To) (From) Seller | 1,162,905.49 | |
| 2,807,390.88 | 2,807,390.88 | Totals | 1,925,000.00 | 1,925,000.00 |

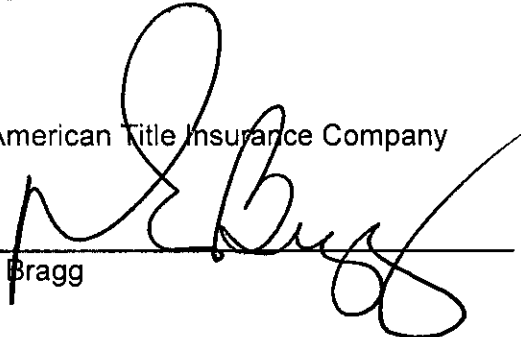
BUYER(S):

SSPH 6951 S MERRILL LLC, an Illinois Limited Liability Company

SELLER(S):

Annie V. Gulley
 Annie V. Gulley

By: _____
 Name: .
 Title:

First American Title Insurance Company

 By _____
 Dawn Bragg

| Buyer Charge | Buyer Credit | Charge Description | Seller Charge | Seller Credit |
|--------------|--------------|---|---------------|---------------|
| 14,437.50 | | City Transfer Tax to City of Chicago | 5,775.00 | |
| | | State Transfer Tax to Cook County Recorder of Deeds | 1,925.00 | |
| | | Disbursements Paid: | | |
| 12,293.00 | | Homeowner's Insurance Premium to Rosenthal Brothers Insurance | | |
| 3,000.00 | | Setup Fee to Cohen Financial | | |
| 20,000.00 | | Legal Fees & Cost to Steckbauer Weinhart, LLP | | |
| | | Water Bill and cert to City of Chicago | 5,538.77 | |
| 15,400.00 | | Mortgage Broker Fees to The BSC Group | | |
| 15,400.00 | | Mortgage Broker Fees to 3PO Capital Corp. | | |
| 1,500.00 | | Survey to Wayls Survey, Ltd. | | |
| | | Funds Held: | | |
| | | Funds Held 2016 2nd Installment Real Estate Taxes | 13,000.00 | |
| | 1,219,595.62 | Cash (X From) (To) Buyer | | |
| | | Cash (X To) (From) Seller | 1,162,905.49 | |
| 2,807,390.88 | 2,807,390.88 | Totals | 1,925,000.00 | 1,925,000.00 |

BUYER(S):

SSPH 6951 S MERRILL LLC, an Illinois
Limited Liability Company

By:

Name:
Title:

Jay Chen
as shown in fact

SELLER(S):

Annie V. Gulley

First American Title Insurance Company

By:
Dawn Bragg

Dawn Bragg

PROOF OF CLAIM FORM

TO BE ELIGIBLE FOR A DISTRIBUTION YOU MUST SUBMIT ALL COMPLETED SECTIONS OF THIS CLAIM FORM AND ALL SUPPORTING DOCUMENTS OR OTHER EVIDENCE TO SUBSTANTIATE YOUR CLAIM ON OR BEFORE THE BAR DATE, WHICH IS JULY 1, 2019.

Regardless of whether you previously submitted documentation to the Receiver, or whether you are submitting documentation with this proof of claim, you must submit a sworn statement consistent with Section 10, verifying and attesting to the accuracy and completeness of all documentation you submit.

Claims lacking sufficient supporting documentation may be disallowed.

SECTION 1

Claimant Contact Information

(TO BE COMPLETED BY ALL CLAIMANTS)

A Claimant should set forth on the claim form all claims that belong to him, her, or it. Please review Section 3 of the General Background & Instructions at the beginning of this Notice of Bar Date & Proof of Claim Form.

NOTE: ALL CLAIMANTS MUST PROMPTLY NOTIFY THE RECEIVER IN WRITING OF ANY CHANGES TO THE CONTACT INFORMATION PROVIDED BELOW THROUGHOUT THE DURATION OF THE RECEIVERSHIP. FAILURE TO NOTIFY THE RECEIVER OF SUCH CHANGES MAY RESULT IN YOUR NOT RECEIVING FUNDS TO WHICH YOU MAY OTHERWISE BE ENTITLED. CHANGES TO CLAIMANT CONTACT INFORMATION MAY BE EMAILED TO equitybuildclaims@rdaplaw.net OR MAILED TO THE ADDRESS BELOW:

Kevin B. Duff, Receiver
EquityBuild, Inc., et al.
c/o Rachlis Duff Peel & Kaplan, LLC
542 S. Dearborn Street, Suite 900
Chicago, IL 60605

A. Claimant Contact Information. *(Provide the name and address of the actual person or entity that made the loan/investment or is making the claim):*

Claimant Name(s): Thorofare Asset Based Lending REIT Fund IV, LLC

Exhibit

15

exhibitsticker.com

Address: 633 West Fifth Street, Suite 2200

City: Los Angeles

State: CA ZIP Code: 90071

Country: United States

Telephone Number(s): (213) 873-4000

Email Address(s): am@thorofarecapital.com

*Social Security/Tax I.D. Number(s): [REDACTED]

**The Internal Revenue Service (IRS) requires that all U.S. recipients of distribution checks provide social security or tax identification numbers to the Receiver. No check will be issued without a corresponding social security or tax identification number.*

B. Secondary Contact Information

Check all that apply for the person or entity named as the Claimant in Section A above. (You may list only one Secondary Contact):

- Primary contact for Claimant
- Attorney representing Claimant
- Person completing this form for Claimant
- Successor in interest
- Executor of Estate of _____
- Legal successor in interest to a person or entity that is or claims to be owed money by one or more Receivership Defendants. Describe:

- Trustee of a trust that is or claims to be owed money by one or more Receivership Defendants. Identify trust: _____
- Alternate Contact. Describe:

Secondary Contact Name: Zachary Clark

Address: Taft Stettinius & Hollister LLP

111 East Wacker, Suite 2800

City: Chicago

State: Illinois ZIP Code: 60601

Country: United States

Telephone Number: 3128404321

Email Address: zclark@taftlaw.com

SECTION 2
Type of Claim
(TO BE COMPLETED BY ALL CLAIMANTS)

Please review the descriptions of the various claimant classes contained in the General Background & Instructions at the beginning of this Notice of Bar Date & Proof of Claim Form and complete the appropriate section below based upon the nature of your claim.

Each Claimant must submit his, her, or its own proof of claim form. A Claimant should set forth on the claim form all claims that belong to him, her, or it. Please review Section 3 of the General Background & Instructions at the beginning of this Notice of Bar Date & Proof of Claim Form.

Review and Determination of Claim

If you are unsure which type of claim you are filing, select the category that you believe most closely describes the nature of your claim. Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

Prior to submitting his recommendation to the Court regarding distributions to Claimants, the Receiver will review and determine whether any claims need to be reclassified. Please note that a time frame has not yet been set for the processing of claims. The Receiver will process the claims as expeditiously as possible.

A. Type of Claimant (check all that apply)

- Investor-Lender (Must complete Sections 1, 2, 3, 9, and 10.)
- Equity Investor (Must complete Sections 1, 2, 4, 9, and 10.)
- Institutional Lender (Must complete Sections 1, 2, 5, 9, and 10.)
- Trade Creditor (Must complete Sections 1, 2, 6, 9, and 10.)
- Employee (Must complete Sections 1, 2, 7, 9, and 10.)
- Independent Contractor (Must complete Sections 1, 2, 7, 9, and 10.)
- Other (Identify): _____

(Must complete Sections 1, 2, 8, 9, and 10.)

B. Receivership Defendant Against Whom Claim Is Asserted.

- Equity Build, Inc.
- Equity Build Finance, LLC
- Other Affiliate Entity (Select all that apply)

1700 Juneway LLC
SSPH 6951 S Merrill LLC

SECTION 3
Amount of Claim
 (TO BE COMPLETED BY INVESTOR-LENDERS)*

* Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

A. Claim Details

For this Section, if you are an Investor-Lender, you must provide the total amount you contend you are owed, along with details about the money you loaned, the nature of any security for your loan(s) (if applicable), and all money returned or paid to you.

Claimant’s EquityBuild Account Number(s) (if known): _____

Total amount you loaned to the Receivership Defendants: \$ _____

Total amount you received from the Receivership Defendants: \$ _____

\$ _____ Cumulative interest you received on your loan (if known)
 \$ _____ Principal returned to you (if known)
 \$ _____ Other amounts you received. Describe:

Other amounts you claim: \$ _____

Describe the basis for the other amounts you claim:

Total amount of claim (as of August 18, 2018): \$ _____

| | Loan number (if known) | Property address(es) associated with loan | | Was your loan secured?* | Other Amount | Borrower (if known)*** |
|----|---------------------------|--|------------------------------------|----------------------------|--------------|---------------------------|
| | Amount of loan | Interest received | Amount of principle returned | Y / N** | | |
| 1. | | | | | \$ | |
| | \$ | \$ | \$ | | | |
| 2. | | | | | \$ | |
| | \$ | \$ | \$ | | | |
| 3. | | | | | \$ | |
| | \$ | \$ | \$ | | | |
| 4. | | | | | \$ | |
| | \$ | \$ | \$ | | | |
| 5. | | | | | \$ | |
| | \$ | \$ | \$ | | | |
| 6. | | | | | \$ | |
| | \$ | \$ | \$ | | | |
| 7. | | | | | \$ | |
| | \$ | \$ | \$ | | | |
| 8. | | | | | \$ | |
| | \$ | \$ | \$ | | | |

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|-----|----|----|----|----|--|
| 9. | | | | \$ | |
| | \$ | \$ | \$ | | |
| 10. | | | | \$ | |
| | \$ | \$ | \$ | | |
| 11. | | | | \$ | |
| | \$ | \$ | \$ | | |
| 12. | | | | \$ | |
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| 13. | | | | \$ | |
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| 14. | | | | \$ | |
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| 18. | | | | \$ | |
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| 19. | | | | \$ | |
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| 22. | | | | \$ | |
| | \$ | \$ | \$ | | |
| 23. | | | | \$ | |
| | \$ | \$ | \$ | | |
| 24. | | | | \$ | |
| | \$ | \$ | \$ | | |
| 25. | | | | \$ | |
| | \$ | \$ | \$ | | |

* A claim may be secured if you are the beneficiary under a deed of trust or mortgage relating to the debt owed to you or if specific collateral has been pledged to secure payment of a debt owed to you.

** If you contend that your claim relating to any loan is secured, you must identify all collateral that allegedly secures your claim and provide copies of all supporting documentation, including, but not limited to, mortgages, promissory notes, and collateral agency and servicing agreements.

*** Receivership Defendant you loaned funds to.

**** List reason(s) for payment, such as dividends, fees, penalties, or bonus payments)

B. Rollover

If you “rolled over” any proceeds of your loan(s) at maturity by extending a new loan (secured and/or unsecured), on new terms, to the same or a different entity, you must complete this Section. If you “rolled over” any proceeds of your loan(s) into an investment in a fund sponsored by EquityBuild or another Receivership Defendant, you must also complete Section 4 below (the Section for Equity-Investors).

| | Original Loan Number | Original Loan Amount | Amount Converted or Rolled Over | Date | New Loan |
|-----|----------------------|----------------------|---------------------------------|------|----------|
| 1. | | \$ | \$ | | |
| 2. | | \$ | \$ | | |
| 3. | | \$ | \$ | | |
| 4. | | \$ | \$ | | |
| 5. | | \$ | \$ | | |
| 6. | | \$ | \$ | | |
| 7. | | \$ | \$ | | |
| 8. | | \$ | \$ | | |
| 9. | | \$ | \$ | | |
| 10. | | \$ | \$ | | |

C. Buyouts / Loan Purchases

Did you purchase another investor-lender’s interest or note? Yes / No

If you purchased or bought out another investor-lender’s interest or note, then you must complete the table below:

| | Name of Investor - Lender | Amount Paid | Secured? * | Date |
|----|---|-------------|------------|------|
| | Terms of the Purchased Loan | | | |
| | Other Information Pertinent to the Purchase | | | |
| 1. | | \$ | | |
| 2. | | \$ | | |
| 3. | | \$ | | |
| 4. | | \$ | | |
| 5. | | \$ | | |
| 6. | | \$ | | |
| 7. | | \$ | | |
| 8. | | \$ | | |
| 9. | | \$ | | |

| | | | | |
|-----|--|----|--|--|
| 10. | | \$ | | |
| | | | | |
| | | | | |

* A claim may be secured if you are the beneficiary under a deed of trust or mortgage relating to the debt owed to you or if specific collateral has been pledged to secure payment of a debt owed to you. If you contend that your claim relating to any loan is secured, you must identify all collateral that allegedly secures your claim and provide copies of all supporting documentation, including, but not limited to, mortgages, promissory notes, and collateral agency and servicing agreements.

D. Other Payments, Property, or Items you Received from any Receivership Defendant

If not set forth in your response to earlier questions, provide information regarding any other payment, property, or other consideration you received from any Receivership Defendant in partial or full satisfaction of any obligation of any Receivership Defendant to you (such as property or funds you received that you understood were intended to be applied to repay amounts that were due to you from a Receivership Defendant):

Total value of such other payment, property, or consideration you received from any Receivership Defendant:
 \$ _____

YOU ARE REQUIRED TO PROVIDE COPIES OF ALL DOCUMENTATION SUPPORTING YOUR CLAIM. PLEASE SUBMIT COPIES AND RETAIN THE ORIGINALS FOR YOUR RECORDS. FAILURE TO SUBMIT SUPPORTING DOCUMENTATION MAY RESULT IN YOUR CLAIM BEING REJECTED OR REDUCED.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTIONS 9 AND 10.

SECTION 4
Amount of Claim
 (TO BE COMPLETED BY EQUITY INVESTORS)*

* Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

A. Claim Details

For this Section, if you are an Equity-Investor, you must provide the total amount you contend you are owed along with details about the money you invested and any money returned or paid to you.

Claimant's EquityBuild Account Number(s) (if known): _____

Total amount you invested directly with the Receivership Defendants: \$ _____

Total amount you rolled over (from Section 3(B)): \$ _____

Total amount you received from the Receivership Defendants: \$ _____

Other amounts you claim: \$ _____

Describe the basis for the other amounts you claim:

Total amount of claim (as of August 18, 2018): \$ _____

| | Fund Name | Property Address | Invested Amount | Monies received | Date of Payment |
|-----|--------------------|------------------|-----------------|-----------------|-----------------|
| | Reason for Payment | | | | |
| 1. | | | \$ | \$ | |
| 2. | | | \$ | \$ | |
| 3. | | | \$ | \$ | |
| 4. | | | \$ | \$ | |
| 5. | | | \$ | \$ | |
| 6. | | | \$ | \$ | |
| 7. | | | \$ | \$ | |
| 8. | | | \$ | \$ | |
| 9. | | | \$ | \$ | |
| 10. | | | \$ | \$ | |
| 11. | | | \$ | \$ | |
| 12. | | | \$ | \$ | |

| | | | | |
|-----|--|----|----|--|
| 13. | | \$ | \$ | |
| 14. | | \$ | \$ | |
| 15. | | \$ | \$ | |
| 16. | | \$ | \$ | |
| 17. | | \$ | \$ | |
| 18. | | \$ | \$ | |
| 19. | | \$ | \$ | |
| 20. | | \$ | \$ | |
| 21. | | \$ | \$ | |
| 22. | | \$ | \$ | |
| 23. | | \$ | \$ | |
| 24. | | \$ | \$ | |
| 25. | | \$ | \$ | |

B. Rollover

Individuals and entities who became equity investors by rolling the proceeds of a loan into a fund offering must complete this Section.

| | Original Loan Number | Name of fund into which loan was rolled over | Amount Converted | Date of Payment |
|----|---|--|------------------|-----------------|
| | Original Investment (i.e., amount of original loan, including property address(es)) | | | |
| 1. | | | \$ | |
| 2. | | | \$ | |

| | | | | |
|-----|--|--|----|--|
| 3. | | | \$ | |
| 4. | | | \$ | |
| 5. | | | \$ | |
| 6. | | | \$ | |
| 7. | | | \$ | |
| 8. | | | \$ | |
| 9. | | | \$ | |
| 10. | | | \$ | |

C. Buyout

Did you purchase or buy out another equity investor’s interest in any Receivership Defendant? Y / N

If you purchased or bought out another equity-investor, then you must complete the table below:

| | Equity-Investor Name Interest Description | Purchase Price | Date of Purchase | Additional Pertinent Information |
|-----|--|----------------|------------------|----------------------------------|
| 1. | | \$ | | |
| 2. | | \$ | | |
| 3. | | \$ | | |
| 4. | | \$ | | |
| 5. | | \$ | | |
| 6. | | \$ | | |
| 7. | | \$ | | |
| 8. | | \$ | | |
| 9. | | \$ | | |
| 10. | | \$ | | |

D. Other Payments, Property, or Items you Received from any Receivership Defendant

If not set forth in your response to earlier questions, provide information regarding any other payment, property, or other consideration you received from any Receivership Defendant in partial or full satisfaction of any obligation of any Receivership Defendant to you (such as property or funds you received that you understood

were intended to be applied to repay amounts that were due to you from a Receivership Defendant):

Total value of such other payment, property, or consideration you received from any Receivership Defendant:
\$ _____

YOU ARE REQUIRED TO PROVIDE COPIES OF ALL DOCUMENTATION SUPPORTING YOUR CLAIM. YOU SHOULD SUBMIT COPIES AND RETAIN THE ORIGINALS FOR YOUR OWN RECORDS. FAILURE TO SUBMIT SUPPORTING DOCUMENTATION MAY RESULT IN YOUR CLAIM BEING REJECTED OR REDUCED.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTIONS 9 AND 10.

SECTION 5
Amount of Claim

(TO BE COMPLETED BY INSTITUTIONAL LENDERS)*

* Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

A. Total Amount of Claim

For this Section, if you are an Institutional Lender, you must itemize all components of your claim and specify the total amount you contend you are owed. Any outstanding principal amount you list below must be net of the amount of each principal payment you received on that loan.

For any loan interest you claim, describe the basis on which you calculated that amount, including references to specific sections of any documents supporting your calculations. For each other amount you claim, describe the nature of the amount sought (for example, fees, penalties, other costs) and the basis on which you are claiming the amount (including references to specific sections of any documents supporting your claim).

| Address(es) of propert(ies) serving as collateral | | | | | | |
|---|---|---|--|---|-----------------------|--------------|
| Outstanding principal balance | Contract interest accrued before August 18, 2018 | Contract interest accrued on or after August 18, 2018 | Default rate interest accrued before August 18, 2018 | Default rate interest accrued on or after August 18, 2018 | Other amounts claimed | |
| Basis of each other amount claimed | | | | | | |
| 1. | 1700-1708 Juneway Terrace, Chicago, IL 60626 | | | | | |
| | \$ 2,175,000.00 | \$ 11,297.92 | \$ 210,672.90 | \$ 7189.58 | \$ 134064.61 | \$ 159926.50 |
| <small>Exit Fee, Servicing Fees, and Out of Pocket Expenses (Legal Fees and Lender Costs). Legal fees were split between the two loans. Please see Exhibits 1, 2, 3, 79, 80, and 81 submitted with this Proof of Claims Form.</small> | | | | | | |
| 2. | 6949-6959 South Merrill Avenue, Chicago, IL 60649 | | | | | |
| | \$ 1,540,000.00 | \$ 7,999.44 | \$ 149,166.12 | \$ 5090.56 | \$ 94923.88 | \$ 118526.50 |
| <small>Exit Fee, Servicing Fees, and Out of Pocket Expenses (Legal Fees and Lender Costs). Legal fees were split between the two loans. Please see Exhibits 4, 5, 6, 79, 80, and 81 submitted with this Proof of Claims Form.</small> | | | | | | |
| 3. | \$ | \$ | \$ | \$ | \$ | \$ |
| 4. | \$ | \$ | \$ | \$ | \$ | \$ |
| 5. | \$ | \$ | \$ | \$ | \$ | \$ |
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| | \$ | \$ | \$ | \$ | \$ | \$ |
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If you are an Institutional Lender, you may submit an Excel spreadsheet (in native format) in lieu of completing the foregoing chart in the Axos Claims Portal. The spreadsheet must be in format identical to the chart above. You must name the spreadsheet as follows: “[NAME OF CLAIMANT]: AMOUNTS CLAIMED” and submit it as provided in Section 9 below.

You must check here if you are submitting a native Excel spreadsheet in lieu of completing the foregoing chart in the Axos Claims Portal.

B. Details about Money you Loaned

If you are an Institutional Lender, you must provide details regarding each loan you made to any Receivership Defendant, including the amount you loaned. Do not include any amounts of interest, fees, or other sums you are claiming in this table.

| | Loan Number | Date of Loan (mm/dd/yyyy) | Original amount you loaned | Secured? |
|-----|--|---------------------------|----------------------------|----------|
| | Borrower (Receivership Defendant to which funds were sent) | | | |
| | Property address(es) associated with loan (if applicable) | | | |
| 1. | 330160440 | 04/06/2017 | \$ 2,175,000.00 | |
| | 1700 Juneway LLC | | | |
| | 1700-1708 Juneway Terrace, Chicago, IL 60626 | | | |
| 2. | 330161422 | 07/21/2017 | \$ 1,540,000.00 | |
| | SSPH 6951 S Merrill LLC | | | |
| | 6949-6959 South Merrill Avenue, Chicago, IL 60649 | | | |
| 3. | | | \$ | |
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| 25. | | | \$ | |
| | | | | |

If you are an Institutional Lender, you may submit an Excel spreadsheet (in native format) in lieu of completing the foregoing chart in the Axos Claims Portal. The spreadsheet must be in format identical to the chart above. You must name the spreadsheet as follows: “[NAME OF CLAIMANT]; MONEY LOANED” and submit it as provided in Section 9 below.

You must check here if you are submitting a native Excel spreadsheet in lieu of completing the

foregoing chart in the Axos Claims Portal.

C. Details about Security for your Loan(s)

If you are an Institutional Lender and you contend your claim relating to any loan is secured, you must identify any collateral that you contend secures your claim and the basis for your contention (*i.e.*, a claim may be secured if you are the beneficiary under a deed of trust or mortgage relating to the debt owed to you, or if specific collateral has been pledged to secure payment of a debt owed to you):

| | Description of Collateral Describe the contractual or other basis for contention that loan is secured (list contract or other written basis, including section references) |
|-----|---|
| 1. | <p style="text-align: center;">Real Estate located at 1700-1708 Juneway Terrace, Chicago, IL 60626</p> <p style="text-align: center;"><small>Promissory Note and Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, both dated April 6, 2017. Please see Exhibits 2 and 3 submitted with this Proof of Claims Form.</small></p> |
| 2. | <p style="text-align: center;">Real Estate located at 6949-6959 South Merrill Avenue, Chicago, IL 60649</p> <p style="text-align: center;"><small>Promissory Note and Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, both dated July 21, 2017. Please see Exhibits 5 and 6 submitted with this Proof of Claims Form.</small></p> |
| 3. | |
| 4. | |
| 5. | |
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| 24. | |
| 25. | |

If you are an Institutional Lender, you may submit an Excel spreadsheet (in native format) in lieu of completing the foregoing chart in the Axos Claims Portal. The spreadsheet must be in format identical to the chart above. You must name the spreadsheet as follows: “[NAME OF CLAIMANT]: SECURITY FOR LOAN(S)” and submit it as provided in Section 9 below.

You must check here if you are submitting a native Excel spreadsheet in lieu of completing the foregoing chart in the Axos Claims Portal.

D. Details about Money Returned and/or Paid to you

If you are an Institutional Lender making a claim, you must complete this Section.

Have you received any payment of monies including interest, principal, fees, or other sums from any Receivership Defendant?

Yes No

If you answered "YES" you must provide the following information for each payment and amount received:

| Name of entity making payment | | | | |
|---|------------------------------|--------------------|---------------------|--|
| Loan Number | Date of payment (mm/dd/yyyy) | Amount of interest | Amount of principal | Other amounts (i.e., fees, reimbursements) |
| Description of other amounts (fees, reimbursements, etc.) | | | | |
| 1. | | \$ | \$ | \$ |
| 2. | | \$ | \$ | \$ |
| 3. | | \$ | \$ | \$ |
| 4. | | \$ | \$ | \$ |
| 5. | | \$ | \$ | \$ |
| 6. | | \$ | \$ | \$ |
| 7. | | \$ | \$ | \$ |
| 8. | | \$ | \$ | \$ |
| 9. | | \$ | \$ | \$ |
| 10. | | \$ | \$ | \$ |
| 11. | | \$ | \$ | \$ |
| 12. | | \$ | \$ | \$ |
| 13. | | \$ | \$ | \$ |

| | | | | | |
|-----|--|--|----|----|----|
| 14. | | | \$ | \$ | \$ |
| 15. | | | \$ | \$ | \$ |
| 16. | | | \$ | \$ | \$ |
| 17. | | | \$ | \$ | \$ |
| 18. | | | \$ | \$ | \$ |
| 19. | | | \$ | \$ | \$ |
| 20. | | | \$ | \$ | \$ |
| 21. | | | \$ | \$ | \$ |
| 22. | | | \$ | \$ | \$ |
| 23. | | | \$ | \$ | \$ |
| 24. | | | \$ | \$ | \$ |
| 25. | | | \$ | \$ | \$ |

If you are an Institutional Lender, you may submit an Excel spreadsheet (in native format) in lieu of completing the foregoing chart in the Axos Claims Portal. The spreadsheet must be in format identical to the chart above. You must name the spreadsheet as follows: “[NAME OF CLAIMANT]: MONEY RETURNED AND OR PAID” and submit it as provided in Section 9 below.

You must check this box if you are submitting a native Excel spreadsheet in lieu of completing the foregoing chart in the Axos Claims Portal.

E. Other Payments, Property, or Items you Received from any Receivership Defendant

If not set forth in your response to earlier questions, provide information regarding any other payment, property, or other consideration you received from any Receivership Defendant in partial or full satisfaction of any

obligation of any Receivership Defendant to you (such as property or funds you received that you understood were intended to be applied to repay amounts that were due to you from a Receivership Defendant):

N/A

Total value of such other payment, property, or consideration you received from any Receivership Defendant:

\$ 0.00

F. Amounts of any Reserve, Escrow, or Other Funds you hold Relating to your Loan(s)

If you hold any funds that constitute reserves, escrows, deposits, or other amounts that relate to your loan(s), whether or not the documents relating to your loan(s) describe any such funds as under your control as lender, you must complete the following information:

| | Loan Number | | Borrower | | | |
|---|--------------------------------|---------------------------------------|-------------------------|-----------------------------|--------------|--|
| | Debt service reserve or escrow | Capital expenditure reserve or escrow | Tax reserve or escrow | Insurance reserve or escrow | Other funds | |
| Describe amounts listed under "other funds" | | | | | | |
| 1. | 330160440 | | 1700 Juneway LLC | | | |
| | \$ 36,594.71 | \$ 113,538.13 | \$ 23.46 | \$ 1,740.00 | \$ 19,375.00 | |
| Immediate Repairs Reserve and Lockbox Funds. Please see Exhibits 1 and 40 submitted with this Proof of Claims Form. | | | | | | |
| 2. | 330161422 | | SSPH 6951 S Merrill LLC | | | |
| | \$ 0.00 | \$ 410,525.00 | \$ 10,965.19 | \$ 20,248.26 | \$ 5,000.00 | |
| Lockbox Funds. Please see Exhibits 4 and 51 submitted with this Proof of Claims Form. | | | | | | |
| 3. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |
| 4. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |
| 5. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |
| 6. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |
| 7. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |
| 8. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |
| 9. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |
| 10. | \$ | \$ | \$ | \$ | \$ | |
| | | | | | | |

| | | | | | |
|-----|----|----|----|----|----|
| 11. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 12. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 13. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 14. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 15. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 16. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 17. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 18. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 19. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 20. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 21. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 22. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 23. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 24. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |
| 25. | | | | | |
| | \$ | \$ | \$ | \$ | \$ |

If you are an Institutional Lender, you may submit an Excel spreadsheet (in native format) in lieu of completing the foregoing chart in the Axos Claims Portal. You must name the spreadsheet as follows: “[NAME OF CLAIMANT]: RESERVE, ESCROW, AND OTHER FUNDS” and submit it as provided in Section 9 below.

You must check here if you are submitting a native Excel spreadsheet in lieu of completing the foregoing chart in the Axos Claims Portal.

If you have submitted a certified statement concerning receivership assets (“Statement”) pursuant to Paragraph 17(C) of the Order Appointing Receiver (Docket No. 16), you do not need to complete the chart above if the Statement includes all of the information requested in the chart above and you complete the following two items:

Claimant has submitted to the Court and served on the Receiver a Statement (as defined above) (check if yes)

Date Statement was filed and served: _____

YOU ARE REQUIRED TO PROVIDE COPIES OF ALL DOCUMENTATION SUPPORTING YOUR CLAIM. IF YOU ARE AN INSTITUTIONAL LENDER AND YOU PREVIOUSLY SUBMITTED DOCUMENTS TO THE RECEIVER OR HIS COUNSEL ELECTRONICALLY, YOU DO NOT HAVE TO RE-SUBMIT DOCUMENTS TO THE AXOS CLAIMS PORTAL BUT YOU MUST PROVIDE A LIST OF ALL DOCUMENTS SUBMITTED AND WHEN. YOU MUST RE-SUBMIT DOCUMENTS TO THE AXOS CLAIMS PORTAL IF YOU PREVIOUSLY SUBMITTED HARD COPY DOCUMENTS. YOU MUST SUBMIT COPIES AND RETAIN ORIGINAL DOCUMENTS FOR YOUR OWN RECORDS.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTIONS 9 AND 10.

SECTION 6
Amount of Claim
 (TO BE COMPLETED BY TRADE CREDITORS)*

* Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

A. Claim Details

If you are a Trade Creditor (including actual or potential lienholders), you must provide the information below:

1. This claim arose from:

- Services provided
- Goods supplied / provided
- Contract
- Other. Describe:

2. Total amount of claim as of August 18, 2018: _____

You must complete the chart below if you are a Trade Creditor:

| | Date of service/delivery of goods/contract (mm/dd/yyyy) | Invoice number | Amount of invoice |
|---|--|----------------|-------------------|
| Description of contract and/or services or goods provided | | | |
| 1. | | | \$ |
| 2. | | | \$ |
| 3. | | | \$ |
| 4. | | | \$ |
| 5. | | | \$ |
| 6. | | | \$ |
| 7. | | | \$ |
| 8. | | | \$ |
| 9. | | | \$ |
| 10. | | | \$ |
| 11. | | | \$ |
| 12. | | | \$ |

| | | |
|-----|--|----|
| 13. | | \$ |
| 14. | | \$ |
| 15. | | \$ |
| 16. | | \$ |
| 17. | | \$ |
| 18. | | \$ |
| 19. | | \$ |
| 20. | | \$ |
| 21. | | \$ |
| 22. | | \$ |
| 23. | | \$ |
| 24. | | \$ |
| 25. | | \$ |

YOU ARE REQUIRED TO PROVIDE COPIES OF ALL DOCUMENTATION SUPPORTING YOUR CLAIM. PLEASE MUST SUBMIT COPIES AND RETAIN THE ORIGINALS FOR YOUR RECORDS. FAILURE TO SUBMIT SUPPORTING DOCUMENTATION MAY RESULT IN YOUR CLAIM BEING REJECTED OR REDUCED.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTIONS 9 AND 10.

SECTION 7

Amount of Claim

(TO BE COMPLETED BY EMPLOYEES AND INDEPENDENT CONTRACTORS)*

* Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

A. EMPLOYEE SECTION

If you were an Employee of EquityBuild, Inc., EquityBuild Finance LLC, and/or any other Receivership Defendant, you must provide the information below:

1. Position(s) held: _____
2. First day of employment: _____
Last day of employment: _____
3. Total amount you claim to be owed: _____

You must specify the amounts you claim to be owed based on the following categories:

- a. Wages: \$ _____
- b. Commissions: \$ _____
- c. Expenses: \$ _____
- d. Other: \$ _____ Describe:

4. Period(s) for which compensation is owed: _____

5. At any time did you receive any real or personal property from any of the Receivership Defendants? Yes / No

If you answered yes, you must provide the following information:

- a. Description of such real or personal property

- b. Identify Receivership Defendant from which you received such real or personal property:

- c. Specify the last known or approximate value of such realty or personal property:

- d. Do you still possess any or all of such real or personal property? Yes / No

B. INDEPENDENT CONTRACTOR SECTION

If you were an Independent Contractor for EquityBuild, Inc., EquityBuild Finance LLC, and/or any Receivership Defendant, you must provide the information below:

1. Total amount of claim as of August 18, 2018: _____
3. Description of services provided: _____
4. Date of contract/agreement for services: _____
5. Name of Receivership Defendant or other person or entity that engaged you to provide services:

6. At any time, did you receive any real or personal property from any of the Receivership Defendants? Yes /No

If you answered yes, you must provide the following information:

a. Description of such real or personal property

b. Identify Receivership Defendant from which you received such real or personal property:

c. Specify the last known or approximate value of such realty or personal property:

d. Do you still possess any or all of such real or personal property? Yes /No

You must complete the chart below if you were an Independent Contractor:

| | Date of service (mm/dd/yyyy) | Invoice number | Amount of invoice |
|----|---|----------------|-------------------|
| | Description of contract and/or services or goods provided | | |
| 1. | | | \$ |
| 2. | | | \$ |
| 3. | | | \$ |
| 4. | | | \$ |
| 5. | | | \$ |

| | | |
|-----|--|----|
| 6. | | \$ |
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| 7. | | \$ |
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| 8. | | \$ |
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| 22. | | \$ |
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| 23. | | \$ |
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| 24. | | \$ |
| | | |
| 25. | | \$ |
| | | |

YOU ARE REQUIRED TO PROVIDE COPIES OF ALL DOCUMENTATION SUPPORTING YOUR CLAIM. PLEASE SUBMIT COPIES AND RETAIN THE ORIGINALS FOR YOUR RECORDS. FAILURE TO SUBMIT SUPPORTING DOCUMENTATION MAY RESULT IN YOUR CLAIM BEING REJECTED OR REDUCED.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTIONS 9 AND 10.

SECTION 8
Amount of Claim

(TO BE COMPLETED BY ONLY BY CLAIMANTS NOT REQUIRED TO FILE
UNDER A PRIOR SECTION OF THIS PROOF OF CLAIM)*

* Descriptions of the Claimant categories can be found in the General Background & Instructions accompanying this form.

A. Claim Details

If you have a claim that you do not believe fits within one of the categories described elsewhere, you must submit a detailed description of your claim together with all supporting documentation.

Amount claimed as of August 18, 2018: \$ _____

Explain the basis for your claim (*i.e.*, how did your claim arise?):

YOU ARE REQUIRED TO PROVIDE COPIES OF ALL DOCUMENTATION SUPPORTING YOUR CLAIM. PLEASE SUBMIT COPIES AND RETAIN THE ORIGINALS FOR YOUR RECORDS. FAILURE TO SUBMIT SUPPORTING DOCUMENTATION MAY RESULT IN YOUR CLAIM BEING REJECTED OR REDUCED.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTIONS 9 AND 10.

SECTION 9
Documents Supporting Claim
(TO BE COMPLETED BY ALL CLAIMANTS)

IMPORTANT: You are required to upload copies of all documents supporting your claim. Failure to submit supporting documentation may result in your claim being rejected or reduced. There are no limitations on the size of documents that can be uploaded. Acceptable file types include .xls, .xlsx, .doc, .docx, .ppt, .pptx, .pdf, and .jpg. You must upload each document or category of documents separately. Claimants cannot submit a link containing documents and must instead submit the documents themselves in one of the file types noted above.

Documents that can be submitted to support your claim include copies of contracts, invoices, canceled checks (front and back), account statements, accrual reports, investment profiles, appraisals, loan agreements, mortgages, deeds in trust, assignments of rent, promissory notes, collateral agency and servicing agreements, mortgage releases, operating agreements, offering memoranda, private placement memoranda, and reinvestment forms.

If you are an investor-lender and/or equity investor, submitting only an EquityBuild lender statement of account to support a claim may not be sufficient without additional documentation. You must also provide documentation such as bank records to show withdrawals, transfers, and deposits of funds, to the extent available.

If you are an institutional lender, you must also submit copies of all loan applications, appraisals, underwriting files, loan documents, closing statements, wiring instructions, title commitments, and title insurance policies. To the extent that you previously submitted these documents to the Receiver or his counsel electronically, you do not have to re-submit those documents through the Axos Claims Portal, but you must submit through the Axos Claims Portal a list of each previously submitted document and the date and manner in which you submitted it (for example, "Attachment to email sent 9/1/2018 to EquityBuildReceiver@rdaplawn.net by [identify sender]"). Any documents that you provided to the Receiver only in hard copy form must be re-submitted to the Axos Claims Portal as provided in this Section 9

Regardless of whether you previously submitted documentation to the Receiver, or whether you are submitting documentation with this proof of claim, you must submit a sworn statement consistent with Section 10, verifying and attesting to the accuracy and completeness of all documentation you submit.

Claims lacking sufficient supporting documentation may be disallowed.

IF THE INFORMATION ABOVE INCLUDES ALL OF YOUR CLAIMS, YOU MUST PROCEED TO SECTION 10.

SECTION 10
Representations
(TO BE COMPLETED BY ALL CLAIMANTS)

By signing and submitting this proof of claim, all claimants make the following representations:

- a) Claimant/creditor acknowledges and agrees that by submitting this proof of claim, claimant/creditor subjects his/her/its claim to the jurisdiction of the United States District Court for the Northern District of Illinois, Eastern Division, which is administering the Receivership Estate (“Receivership Court”). Claimant/creditor further agrees that his/her/its claim shall be adjudicated, determined, and paid as ordered by the Receivership Court. Claimant/creditor further consents to, and understands that the Receivership Court will determine, (i) his/her/its right to any money from the Receivership Estate, if any is available; (ii) the priority of his/her/its claim; (iii) the scheduling and allocation of any assets to be distributed; and (iv) all objections and disputes regarding the allowance of his/her/its claim by the Receiver, which shall be submitted to and subject to review by the Receivership Court for a final ruling without a jury.
- b) The undersigned represents that he or she possesses the authority to sign this proof of claim on behalf of the person(s) or entit(ies) for whom this proof of claim is submitted.
- c) Claimant/creditor represents that claimant/creditor has not sold, assigned, transferred, or in any way conveyed any interest in his/her/its claim against the Receivership Estate. From the date of this form, claimant/creditor agrees not to sell, convey, assign, or transfer any interest in his/her/its claim against the Receivership Estate prior to the date(s) of distribution. In the event that his/her/its interest is transferred prior to the date of any distribution, except by operation of law, claimant/creditor agrees that such transfer or assignment shall be null and void and unenforceable by any successor third party.
- d) Claimant/creditor hereby affirms and attests, under penalty of perjury, that all of the information set forth herein and submitted to the Receiver in connection with this proof of claim is truthful, accurate, complete, and presented in a manner so as to not be misleading, to the best of claimant’s/creditor’s knowledge and belief. Claimant/creditor further affirms and attests, under penalty of perjury, that all documentation submitted in connection with this proof of claim is genuine, authentic, accurate, and complete, to the best of claimant’s/creditor’s knowledge and belief.

I declare under penalty of perjury under the laws of the United States of America that all of the statements made in this Proof of Claim are true and correct.

Claimant Name(s)

Thorofare Asset Based Lending REIT Fund IV, LLC

Authorized Signature (Proof of Claim is invalid unless signed)

/s/ Zachary Clark

Print Name

Zachary Clark

Date

06/28/2019

Second claimant representation

I declare under penalty of perjury under the laws of the United States of America that all of the statements made in this Proof of Claim are true and correct.

Second Claimant Name(s)

Authorized Signature (Proof of claim not valid unless signed)

/s/ _____

Print Name

Date

YOU SHOULD RETAIN THE CONFIRMATION EMAIL YOU RECEIVE ALONG WITH YOUR REFERENCE NUMBER AND THE ORIGINALS OF ALL SUPPORTING DOCUMENTATION SUBMITTED HEREWITH. YOU SHOULD RETAIN YOUR CONFIRMATION EMAIL AND REFERENCE NUMBER TO BE USED IN THE EVENT YOUR CLAIM IS NOT RECEIVED.

Ezri Namvar
U.S. Securities and Exchange Commission v. Equitybuild, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES SECURITIES AND
EXCHANGE COMMISSION,

Plaintiff,

Civil Action No.
18-cv-5587

vs.

Hon. Manish S. Shah

EQUITYBUILD, INC., EQUITYBUILD
FINANCE, LLC, JEROME H. COHEN
and SHAUN D. COHEN,

Magistrate Judge
Young B. Kim

Defendants.

The Zoom videoconference deposition of
EZRI NAMVAR, called by the Defendants for
examination, pursuant to Notice, and pursuant to
the Rules of Civil Procedure for the United States
District Courts pertaining to the taking of
depositions, taken remotely before Joanne M.
Gagliardi, a Certified Shorthand Reporter and
Registered Professional Reporter, on November 1,
2023, at the hour of 1:00 p.m.

REPORTED BY: Joanne M. Gagliardi, CSR, RPR

LICENSE NO.: 084-002466

JOB NO.: 21443

Exhibit

16

exhibitstickers.com

312.345.1500
847.551.3460

Ezri Namvar
U.S. Securities and Exchange Commission v. Equitybuild, Inc.

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1 A. Emphasize.

2 Q. To emphasize your request, thank you.

3 You also testified earlier that you
4 believed that EquityBuild was a syndicator and had
5 raised funds for purchases of properties that way.
6 Do you remember that testimony?

7 A. Yes.

8 Q. What was the basis for your understanding
9 that EquityBuild was a syndicator?

10 A. Probably just what I saw, especially what
11 I'm seeing now. When I saw, for example, I mean I
12 want to say this and my attorneys probably would
13 object but I'm going to go ahead anyway. Sorry
14 about that.

15 If, if I had seen, I know that that
16 exhibit is there, that these guys raised \$20,000
17 increments or \$10,000 increments from people, I
18 thought they would be much heavier hitters than
19 this. I would have never done business with this
20 guy.

21 Q. I'm sorry. What -- go ahead.

22 A. One of the things, if I had seen that
23 EquityBuild raises small amounts of money, like
24 20,000 here, 15,000 there, they would have -- it

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847.551.3460

Ezri Namvar
U.S. Securities and Exchange Commission v. Equitybuild, Inc.

Page 114

1 would have spooked me as very small, nitty-gritty
2 players; and I would not -- that would have been
3 one of the things that would have made me say we
4 don't want to do the loan no matter how much --
5 not because of Ponzi or anything, no matter how
6 good the loan's value is. This is stupid. Our
7 category is so different than theirs.

8 Q. So what you're saying is that learning
9 later that EquityBuild was getting purchase money
10 from investors making smaller investments, 10, 20,
11 30 thousand dollars, would have been enough to
12 cause you, Mr. Namvar, as the underwriter for
13 Shatar Capital, to decide not to proceed with the
14 loan?

15 MR. DEVOOGHT: Object to the form.

16 THE WITNESS: In that time, yes, you are
17 correct; but I found out these small amounts
18 today for the first time when you showed me
19 that exhibit. I'm not saying it's -- I
20 really don't remember ever seeing this, and
21 knowing that these guys solicit, you know,
22 peanuts.

23 BY MR. STEIN:

24 Q. And when you say the exhibit you saw

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