

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

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<b>UNITED STATES SECURITIES</b>	)	
<b>AND EXCHANGE COMMISSION,</b>	)	
	)	<b>Civil Action No. 18-CV-5587</b>
<b>Plaintiff,</b>	)	
<b>v.</b>	)	
	)	<b>Hon. John Z. Lee</b>
<b>EQUITYBUILD, INC.,</b>	)	
<b>EQUITYBUILD FINANCE, LLC,</b>	)	
<b>JEROME H. COHEN, and</b>	)	<b>Magistrate Judge Young B. Kim</b>
<b>SHAUN D. COHEN,</b>	)	
	)	
<b>Defendants.</b>	)	
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**ORDER GRANTING RECEIVER’S SIXTH MOTION  
FOR APPROVAL OF THE SALE OF CERTAIN REAL ESTATE**

WHEREAS, by Order dated December 13, 2019 [Dkt. 603], this Court ruled that the real property and improvements located at 1050 8th Avenue N, Naples, Florida (the "Naples Property"), legally described on Tab A, constitutes an asset of the receivership estate;

WHEREAS, by minute order entered January 2, 2020, the Court granted the Receiver's Motion to Appoint Appraisers, List Property For Sale, Retain A Broker, And Approve The Rates To Be Charged By The Receiver's Florida Real Estate Counsel [Dkt. 589];

WHEREAS, Kevin B. Duff, as Receiver, subsequently entered into a certain Sales Contract to convey the Naples Property;

WHEREAS, the Receiver filed a Sixth Motion For Approval Of The Sale Of Certain Real Estate (the "Motion") in connection with the Naples Property;

WHEREAS, the Court finds that the sales price reflected in the Sales Contract, as amended, is consistent with the fair market value of the Naples Property; and

WHEREAS, the Court finds that Receiver has given fair, adequate, and sufficient notice to all interested parties, including any mortgagee or other encumbrancer affected by the Motion;

NOW, THEREFORE, it is hereby ORDERED that:

1. The Motion is GRANTED.
2. The Receiver is authorized to sell the Naples Property pursuant to the Sales Contract, as amended.
3. The Receiver is vested with full power and authority to execute any and all closing documents associated with the conveyances of the Naples Property, including, but not limited to, deeds, bills of sale, affidavits of title, and settlement statements. The Receiver is furthermore vested with full power and authority to pay all costs associated with sale of the Naples Property as set forth in the Motion, and otherwise as stated by the Sales Contract as standard Seller costs, including, without limitation, the following: \$38,000 to the broker Engel & Voelkers and \$10,000 to the law firm Roetzel & Andress.
4. The proceeds from the sales of the Naples Property shall be deposited into the Receiver's Account and remain available to pay administrative and operating expenses of the Receivership Estate.

Entered: 4/2/20



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The Honorable John Z. Lee

**TAB A**

LOTS 6 AND 7, BLOCK 29, TIER 11, PLAN OF NAPLES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 8, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.