

4. No Prejudice will result from the filing.

5. AMark's counsel has conferred with the Receiver's counsel, Michael Rachlis, who has no objection to this motion.

WHEREFORE, AMark Investment Trust respectfully requests that the Court grant it leave to file its Amended Response Brief within three (3) business days.

Dated: April 16, 2024

Respectfully Submitted,

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it invested as principal directly into the Bingham Property. However, because the Bingham Property is over-secured, AMark is entitled to recover the full \$125,000.00 it invested into the Bingham Property, the remaining balance on the Chicago Property in the amount of \$131,000.00, and AMark's attorney's fees in the amount of \$128,427.27 that it incurred **prior to** the Receivership establishment date of August 18, 2018. The Receiver's suggestion that equitable considerations should be considered for the Bingham Property fails as AMark is not similarly situated with, or of equal priority to, unsecured lenders under the Receivership. Rather, as acknowledged by the Receiver, AMark is uniquely situated because it has a first priority security interest in the over-secured Bingham Property, and it is requesting recovery of pre-receivership attorney's fees. Thus, AMark seeks recovery from the Bingham Property in the total amount of \$384,427.27.

II. BACKGROUND

A. Facts Related to the Bingham Property

2. In this transaction, Defendant Hard Money Company, LLC d/b/a Venture Hard Money Capital, LLC ("Hard Money") pooled money together from other lenders, then acted as servicer and agent of a loan from the lenders (including AMark) to Defendant EquityBuild, Inc. d/b/a EB EquityBuild Capital, Inc. ("EB Capital"). EB Capital used the loan proceeds to acquire the Bingham Property, and in exchange, executed a promissory note to Hard Money, as servicer and agent for all lenders (including AMark), which was secured by a Deed of Trust to the Bingham Property.

3. On March 20, 2014, AMark and Hard Money mutually executed a Collateral Agency and Servicing Agreement (the "Bingham Servicing Agreement"), a true and correct copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A." As a result of

the resulting agent-principal relationship, Hard Money owed AMark fiduciary duties as AMark's agent to act solely in the best interest of AMark, as well as fulfill all duties and obligations as AMark's agent and fiduciary with regard to the Bingham Property.

4. On April 1, 2014, Defendant EB Capital and Hard Money executed a promissory note (the "Bingham Promissory Note") in the amount of \$1,663,053.00, a true and correct copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B." As part of this transaction, AMark made a loan against the Bingham Property in the amount of \$125,000.00 and never received any interest payments or other distributions on this loan.

5. The same day, April 1, 2014, EB Capital executed a deed of trust covering the Bingham Property (the "Bingham Deed of Trust") in favor of Hard Money, as servicer and agent for AMark, securing repayment of the Bingham Promissory Note. A true and correct copy of the Bingham Deed of Trust is attached hereto and incorporated herein for all purposes as Exhibit "C."

6. The Bingham Deed of Trust included the following cross-collateralization provision:

This Deed of Trust shall secure, in addition to the [Bingham Promissory] Note, all funds hereafter advanced by Beneficiary to or for the benefit of Grantor, as contemplated by any covenant or provision herein contained or for any other purpose, and all other indebtedness, of whatever kind or character, owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty or otherwise, it being contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums.

B. Facts Relevant to the Chicago Property

7. On January 30, 2015, EB Capital and Defendant EquityBuild Finance, LLC ("EB Finance") executed a promissory note (the "Chicago Promissory Note") in the amount of \$2,200,000.00, a true and correct copy of which is attached hereto and incorporated herein for all

purposes as Exhibit “D.” Pursuant to the terms of the Chicago Promissory Note, AMark loaned the sum of \$367,500.00, alongside a 2-point incentive in the amount of \$7,500.00, for a total loan of \$375,000.00. AMark received \$161,500.00 in interest payments and a \$75,000.00 principal paydown on this loan.

8. On January 30, 2015, EB Capital executed a mortgage security instrument for the Chicago Property (the “Chicago Security Instrument”) in favor of EB Finance, as servicer and agent for the lenders, securing repayment of the Chicago Promissory Note. A true and correct copy of the Chicago Security Instrument is attached hereto and incorporated herein for all purposes as Exhibit “E.”

9. On January 1, 2018, unknown to AMark and without consent, Defendants prepared and filed a Release Deed, signed by Shaun D. Cohen, that released AMark’s Chicago Security Instrument without notice to, or consent from, AMark. A true and correct copy of the Release Deed obtained from the Cook County Recorder of Deeds is attached hereto and incorporated herein for all purposes as Exhibit “F.”

10. On November 28, 2017, Defendants executed a Warranty Deed, which was signed by Jerry H. Cohen and filed on January 2, 2018, that transferred the Chicago Property to a third-party purchaser without repaying AMark its loaned funds. A true and correct copy of the Warranty Deed obtained from the Cook County Recorder of Deeds is attached hereto and incorporated herein for all purposes as Exhibit “G.”

11. Because the Chicago Property was sold prior to establishment of the Receivership, it has been deemed a non-receivership property, meaning the Receiver is unable to pursue recovery

of losses incurred as a result of the fraudulent sale.¹ Fortunately, however, AMark does retain a first priority, secured lien interest that allows it to recover losses stemming from the Chicago Property, and that is through its contractual rights under the Bingham Deed of Trust.

12. The Bingham Promissory Note and Chicago Promissory Note both matured, AMark was not repaid, and the vast majority of both notes remains outstanding.

13. As part of its efforts to preserve its investments with EquityBuild prior to establishment of the Receivership, AMark filed a lawsuit against the Defendants, expending significant time and effort to pursue its own recovery and to help other investor-lenders.

III. ARGUMENT

14. AMark's investments in both the Bingham Property and the Chicago Property are secured by the Bingham Deed of Trust. Because AMark holds a first priority secured interest in the over-secured Bingham Property, AMark seeks recovery of the amounts lost in the Bingham and Chicago investments plus its attorney's fees incurred prior to the Receivership establishment date.

A. AMark is Entitled to Recover the Amounts Lost from the Bingham and Chicago Investments.

15. A district court has broad powers and wide discretion to determine the appropriate relief in an equity receivership. *Bank Midwest v. R.F. Fisher Elec. Co., LLC*, 514 F. Supp. 3d 1310, 1319–20 (D. Kan. 2021); *SEC v. Mgmt. Sols., Inc.*, No. 11-CV-01165-BSJ, 2013 WL 594738, at *2 (D. Utah Feb. 15, 2013). Such power, however, does not allow the court “to disregard the law

¹ Separately, a group of investor-lenders brought a foreclosure action (5201 Washington Investors LLC v. EquityBuild, Inc., et al., Case No. 2022 CH 1268) on the Chicago Property, filed February 15, 2022 pursuant to the Court's Order partially lifting the stay. (Dkt. 1176) On July 14, 2023, the state court entered an order dismissing the action with prejudice pursuant to 735 ILCS 5/2619 of the Illinois Code of Civil Procedure. An appeal of that ruling to the Illinois Appellate Court, Case No. 1-23-1403, is pending, but it appears unlikely that AMark will be able to recover these losses outside of the Receivership Estate.

in its entirety.” *Bank Midwest*, 514 F. Supp. 3d at 1319–20 (D. Kan. 2021); *Mgmt. Sols., Inc.*, 2013 WL 594738, at *3 (D. Utah Feb. 15, 2013). It is well established that a federal court appointed receiver takes property subject to all liens, priorities or privileges existing or accruing under the laws of the State. *Bank Midwest*, 514 F. Supp. 3d at 1319–20 (D. Kan. 2021). Another well-established principle of receiverships is that “a receiver holds the property coming into his hands by the same right and title as the person for whose property he is receiver, subject to liens, priorities, and equities existing at the time of his appointment.” *Id.* (quoting *Cates v. Musgrove Petroleum Corp., Inc.*, 190 Kan. 609, 376 P.2d 819, 821 (1962)). “To the extent that one debt is secured and another is not there is manifestly an inequality of rights between the secured and unsecured creditors, **which cannot be affected by the principal of equality of distribution.**” *Id.* (citing *Ticonic Nat’l Bank v. Sprague*, 303 U.S. 406, 412, 58 S.Ct. 612, 82 L.Ed. 926 (1938)) (emphasis added). Thus, although the Court “has broad powers to craft an equitable remedy in the distribution of receivership assets ... it cannot ignore state and federal laws.” *Id.* (citing *SEC v. Mgmt. Sols., Inc.*, No. 11-CV-01165-BSJ, 2013 WL 594738, at *3). In particular, the Court “must respect contract rights, the status of secured creditors, and secured creditors’ rights to their interests in collateral.” *Id.*

16. Here, the Receiver argues that AMark should be limited to recover the principal balance from the Bingham investment in the amount of \$125,000.00 and that the remaining balance from the Chicago investment be treated as an unsecured claim against the Estate. Dkt. No. 1627 at 10. The Receiver’s notion that the Court may override a secured mortgagee’s contractual rights violates the fundamental principal that a “court in equity may not do that which the law forbids.” *Sec. & Exch. Comm’n v. Stanford Int’l Bank, Ltd.*, 927 F.3d 830, 842 (5th Cir. 2019).

17. AMark retains a first priority secured lien interest through the Bingham Deed of Trust that allows it to recover losses stemming from the Bingham Property and Chicago Property. There is no dispute that the Bingham Deed of Trust cover's AMark's secured claim for the principal investment in the Bingham Property. However, the Receiver disputes whether AMark's secured interest in the Bingham Property, and its proceeds, under the Bingham Deed of Trust extends to the Chicago Promissory Note and Chicago Security Instrument. Under Texas law, cross-collateralization clauses are fully enforceable. *See Robinson v. Nat'l Bank of Commerce of Dallas*, 515 S.W.2d 166, 168 (Tex. App.—Fort Worth 1974, no writ) (holding that express provisions in a deed of trust securing future advances have been consistently upheld by Texas Courts). Therefore, the Receiver's suggestion to treat AMark's claim in the Chicago Property investment as unsecured directly impairs AMark's contractual rights and effectively punishes a secured creditor.

18. Further, under the "netting rule," which the Receiver seeks to employ for Group 4 Distributions, amounts transferred by the Ponzi scheme perpetrator to the investor are netted against the initial amounts invested by that individual. *See Donell v. Kowell*, 533 F.3d 762, 771 (9th Cir. 2008). In receivership proceedings, the net investment amount is often used to determine the allowed amount of investors' claims because it reflects the true economic loss suffered by the investors. AMark has suffered a true economic loss from its investments in the Bingham Property and Chicago Property, including additional loss as a result of the sale of the Chicago Property. As such, recovery of the "net investment" for the Bingham Property and the Chicago Property under the Bingham Deed of Trust does not result in AMark realizing a profit at the expense of other investors and lenders.

B. AMark Seeks Recovery of Pre-Receivership Legal Fees.

19. The Receiver argues that AMark should not be entitled to recover its pre-receivership attorney's fees. Themes that are present through all of the Receiver's arguments include disallowance of claims on post-receivership interest and fees, rejection of claims where properties are under-secured, and equitable considerations for similarly situated claims of equal priority. In support of the Receiver's argument, the Receiver cites to *SEC v. Capital Cove Bancorp LLC*, No. SACV 15-980-JLS (JCx), 2015 WL 9701154 (C.D. Cal. October 13, 2015), on numerous occasions. However, it is worth noting that the Court in *Capital Cove* stayed only the accrual of **post-receivership** interest for **unsecured** and **under-secured** creditor claims and on only default rate interest as to any and all fully secured or over-secured creditor claims. *Id.*

20. The Receiver's arguments do not apply to AMark's request to recover **pre-receivership** attorney's fees. First, AMark is not seeking recovery of any post-receivership fees or interest, but rather those incurred prior to the receivership inception date. Second, AMark's first priority, secured interest is not similarly situated, or of equal priority, to unsecured lenders under the Receivership. Third, the Bingham Property is over-secured and will still have a surplus even after paying AMark's true economic loss of principal and pre-receivership fees totaling \$384,427.27. Lastly, AMark does not seek to penalize the Estate, but rather seeks only to recover actual losses incurred through its EquityBuild investments.

21. Pursuant to 11 U.S.C. § 506(b), "[t]o the extent that an allowed secured claim is secured by property the value of which . . . is greater than the amount of such claim, there shall be allowed to the holder of such claim, interest on such claim, and any reasonable fees, costs, or charges provided for under the agreement or State statute under which such claim arose." The Receiver agrees that the Bingham Property is over-secured: "the principal amount of the secured claims remaining is less than the amount available in the property account." Dkt. No. 1627 at 5-6.

Additionally, AMark is entitled to recovery of its attorney's fees under the terms of both the Houston Promissory Note and the Chicago Promissory Note and under Texas law. *See* TEX. CIV. PRAC. & REM. CODE § 38.001 *et. seq.*; TEX. BUS. & COM. CODE § 24.001 *et. seq.* Therefore, AMark is entitled to recovery of its pre-receivership attorney's fees as required by law.

22. Further, as part of its efforts to preserve its investments with EquityBuild prior to the establishment of the Receivership, AMark brought a case against the Defendants in the United States District Court for the Southern District of Texas, Houston Division, styled *Anson Markwell, as Trustee for the AMark Investment Trust v. EquityBuild, Inc., et al.*, in Case No. 4:18-cv-01274, expending significant time and effort to pursue its own recovery and to help other investor-lenders. AMark notified numerous investor-lenders of EquityBuild's illicit activities prior to this SEC action, and the SEC Staff Accountant, Ann Tushaus, even cited AMark's case in supporting her argument on behalf of the SEC in appointing the Receiver. *See* Dkt. No. 5. Thus, AMark's legal fees incurred prior to this Receivership served the purpose of assisting the Estate rather than penalizing it.

23. As of March 20, 2024, the date of the Receiver's Submission on Group 4 Claims, AMark has incurred \$137,738.24 in legal and collection expenses related to its loans against the Bingham Property. The vast majority of these fees were incurred prior to the SEC action against Defendants and prior to the stay on related litigation and the establishment of the Receivership. The legal and collection expenses incurred by AMark prior to the Receivership establishment date of August 18, 2018 total \$128,427.27. AMark submitted copies of all relevant attorney fee invoices as part of its Receivership Proof of Claim Form, which are attached hereto and incorporated herein for all purposes as Exhibit "H."

24. The total amount in which AMark seeks to recover from the Bingham Property is calculated as follows:

125,000.00		1102 Bingham
131,000.00		5201-5207 W Washington
	375,000.00	Principal Amount of Loan
	(7,500.00)	2-Point Incentive Fee
	(161,500.00)	Interest Received
	(75,000.00)	Principal Returned
128,427.27		Pre-Receivership Legal Costs
384,427.27		True Economic Loss

25. AMark seeks recovery of secured, principal amounts lost and pre-receivership legal fees incurred from its investments with EquityBuild. These principal losses and legal fees amount to \$384,427.27. The Bingham Deed of Trust, Bingham Promissory Note, and Chicago Promissory Note give AMark the contractual right to recover these amounts. The underlying Receivership property is over-secured, and thus, should be used to satisfy AMark's claim. Therefore, AMark's claim request constitutes its true economic loss suffered and AMark is entitled to recover the full \$384,427.27 from the proceeds of the Bingham Property.

IV. CONCLUSION

For all of the above reasons, AMark, as a first priority secured creditor, is entitled to recover the full principal losses from the Bingham Property and Chicago Property investments. Further, because the Bingham Property is over-secured, AMark respectfully requests that the Court grant recovery of AMark's pre-receivership attorney's fees.

Dated: April 9, 2024

Respectfully Submitted,

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COLLATERAL AGENCY AND SERVICING AGREEMENT

among

HARD MONEY COMPANY, LLC, a Delaware Company

d/b/a Venture Hard Money Capital, LLC

as Collateral Agent and Loan Servicer,

and

EACH OF THE LENDERS PARTY HERETO

DATED AS OF 3/20/2014

2368134.1.

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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 **March 21** 2014, by and among (i) Hard Money Company, LLC, a Florida limited liability company d/b/a Venture Hard Money Capital, LLC (in its individual capacity, “**HMC**”, 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., a Florida corporation (the “**Company**” or the “**Borrower**”).

RECITALS

A. Reference is made to that certain Commercial Flat Rate Non-Recourse Promissory Note, dated 3/20/2014 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Note**”) by the Company in favor of the Lenders, pursuant to which, subject to the terms and conditions set forth therein, the Lenders shall make certain loans to the Company (the “**Loans**”).

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

C. The Lenders desire that HMC 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 HMC as the loan servicer to act as their agent to employ commercially reasonable and prudent practices to collect all scheduled payments on the Loans, and to protect to the best of the Servicer’s ability, the security for the Loans.

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, HMC and the Lenders agree as follows:

1. DEFINED TERMS.

2368134.1.

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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 HMC in the discharge of its duties hereunder or under any of the Collateral Documents.

Agent-Related Persons – means HMC, 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.

Borrower – 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 the Deed.

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

Collateral Documents – means the Deed 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.

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

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

Enforcement Notice – means a written notice given by the Required Lenders to the

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Collateral Agent stating that an Actionable Default exists.

HMC – 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.

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

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

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

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

Property – has the meaning specified for such term in Section 9(d) hereto.

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.

2. APPOINTMENTS; IRREVOCABLE DELEGATION OF AUTHORITY.

(a) Appointment as Collateral Agent and Loan Servicer.

The Lenders hereby appoint and designate HMC as collateral agent on their behalf hereunder and under the Deed. The Lenders hereby also appoint and designate HMC as the loan servicer with respect to the Loans. HMC hereby accepts such appointments on the terms and conditions set forth herein and acknowledges that it holds the Collateral and acts under the Deed as agent for and on behalf of the Lenders. The Lenders hereby authorize and direct the Collateral Agent to (i) enter into the Deed and the Note for and on behalf of and for the benefit of the Lenders in accordance with the terms hereof and thereof, (ii) exercise such rights and powers under this Agreement, the Note or the Deed 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 Deed, and (iii) perform the obligations of the Collateral Agent thereunder. The Lenders hereby agree to be bound by the provisions of the Deed 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 Deed or the Note, a fiduciary relationship with any Lender

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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 Deed 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 Deed.

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 Deed. 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 Deed 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 Company 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.

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(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) Collateral Agent's and Servicer's Use of 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 Company 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 12(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 Deed or the Note, including, without limitation, actions to be taken in connection with an insolvency proceeding in respect of the Company; *provided, however*, that the Collateral Agent shall act only on written instructions from all Lenders with respect to the amendment or termination of the Deed, or, except as provided in the Deed, any Lien on property of the Company granted under the Deed. 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 Deed, 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

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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 wilful 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 wilful 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 Deed 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 Notice.

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 Deed; 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

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warranties contained herein or in the Deed 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 Company or the title of the Company to any of the Collateral; (iii) the sufficiency of the security afforded by this Agreement, the Note or the Deed 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 16(p) hereof, the validity, proper execution, enforceability, legality, or sufficiency of this Agreement, the Note, the Deed 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 Deed 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 Company of any of its covenants or obligations hereunder or under the Deed 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

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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 Company 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, HMC shall: (i) issue payment coupons or monthly statements to the Borrower directing Loan repayment to the Lenders or the Servicer; (ii) issue payoff demands, beneficiary statements and mortgage ratings; (iii) 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 twenty-five (25) days of the date due; (iv) issue annual Form 1099 income tax statements to the Borrower and Lenders; (v) answer Borrower inquiries, demands and requests; (vi) grant appropriate payment deferrals, but not of the maturity of the Loan unless approved by the Required Lenders; (vii) monitor the continued effectiveness and claims on any property insurance listed in the Loan escrow instructions; (viii) request and receive notices of default on senior liens; (ix) receive notices of property tax delinquencies, should a tax service be ordered through escrow or subsequently; and (x) 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 ten percent (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 thirty (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 fifteen (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,

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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 ten (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 Deed.

(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 for servicing any Loan shall be up to three percent (3%) of the principal amount thereof. This fee is not included in the interest rate payable to the Lender under the Note and is an additional cost to the Lenders. 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 two percent (2%) 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. 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 two percent (2%) collected by the Servicer.

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,

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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 Company (including, without limitation, counsel to the Company) 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 thirty (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 Company, and either may be removed for or without cause at any time by the Required Lenders, effective upon thirty (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 company 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 thirty (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 Company, 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 Company, 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 Deed. The payment and indemnity obligations of the Company 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 HMC as the Collateral Agent in no way constitutes a removal of HMC as the Servicer and vice versa.

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(b) Vesting.

Upon the request of any successor Collateral Agent and/or Servicer, at the expense of the Company, the Lenders, the Company 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 Deed 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 Deed 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 Deed 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.

The Company shall pay all fees required to be paid to the Collateral Agent under the Fee Schedule attached hereto as Schedule I with respect to this Agreement at the times and in the amounts set forth therein.

(b) Payment by the Company.

The Company agrees that it will pay all of the Collateral Agent's and the Servicer's fees, as applicable, 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 Deed, 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 Company 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

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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 Deed 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 Company 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 wilful 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 Company pursuant to the preceding sentence shall be sent to the Company. Any amount due under this Section 12(b) and unpaid ten (10) Business Days after request for such payment will bear interest from the expiration of such ten (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 Company, 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 Company 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 Deed, 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 Deed 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.

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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 (a) a written notice of the assignment or transfer thereof signed by such payee and (b) 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 (i) when delivered by hand, (ii) when transmitted via telecopy or email (or other facsimile device) with receipt confirmed with respect to telecopy, (iii) the Business Day next following the day on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) 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 Company 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 Company.

(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 Company either hereunder or thereunder shall require the Company'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

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this Agreement is inconsistent with or contrary to any provisions in the Note or the Deed, 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 Company, the Collateral Agent and the Servicer will provide such Lender and the Company 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 Company or any portion of the property or assets of the Company, 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 Company agrees to do such further acts and things and to execute and deliver such additional agreements, powers and instruments as necessary or as any

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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 telecopier 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 Company, 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 TEXAS, 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 Texas state or federal court sitting in Collin County, Texas, 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

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limit any right that any party hereto may have to bring proceedings against the Company 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

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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 Company 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.

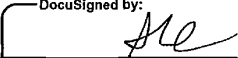
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IN WITNESS WHEREOF, the Collateral Agent, the Servicer and the Lenders have executed or caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, all as of the date first above written.

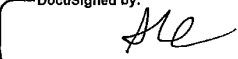
COLLATERAL AGENT:

HARD MONEY COMPANY, LLC, d/b/a
Venture Hard Money Capital, LLC as Collateral Agent on behalf of the Lenders listed below

By: 
Name: 89C771AC65FF4E8... Shaun Cohen
Title: President

SERVICER:

HARD MONEY COMPANY, LLC, d/b/a
Venture Hard Money Capital, LLC as Servicer

By: 
Name: 89C771AC65FF4E8... Shaun Cohen
Title: President

[Signature Page to Collateral Agency and Servicing Agreement]

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LENDERS:

By: DocuSigned by:
Anson Markwell
EB99C195B17447E...

Name: AMark Investment Trust

Title:

By: _____

Name:

Title:

By:

Name:

Title:

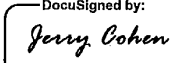
[Signature Page to Collateral Agency and Servicing Agreement]

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ACKNOWLEDGED, CONSENTED AND AGREED TO:

COMPANY:

**EQUITYBUILD, INC. d/b/a EB
Equitybuild Capital, Inc.**

By: 
Name: Jerry Cohen
Title: CEO

[Signature Page to Collateral Agency and Servicing Agreement]

DocuSign Envelope ID: BD9BD1B6-8173-4FDB-B838-12D539C1E0B5

SCHEDULE I

COLLATERAL AGENT FEE SCHEDULE

There is a possible fee associated with wiring funds by your financial institution

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SCHEDULE II

ADDRESSES FOR NOTICES

If to Hard Money Company, LLC, as either Collateral Agent or Servicer:

Hard Money Company, LLC

[Address]

Attention: []

Facsimile: []

E-mail: shaun@equitybuildfinance.com

Hard Money Company, LLC.
5068 West Plano Pkwy #300
Plano, TX., 75093

If to the Lenders:

[Name]

[Address]

Attention: []

Facsimile: []

E-mail: anson_markwell@yahoo.com

AMark Investment Trust
12032 Toscana way
Frisco, TX 75035-2295
Attn: Anson Markwell, Trustee

[Name]

[Address]

Attention: []

Facsimile: []

E-mail: []

[Name]

[Address]

Attention: []

Facsimile: []

E-mail: []

If to the Company:

EquityBuild, Inc.

[Address]

Attention: []

Facsimile: []

E-mail: jerry@equitybuild.com

EquityBuild, Inc.
1083 N Collier Blvd., #132
Marco Island, FL 34145

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<p>THE LENDERS The persons listed on <u>Exhibit A</u> to this Note c/o HARD MONEY COMPANY, LLC d/b/a Venture Hard Money Capital, LLC 5068 West Plano Pkwy. #300 Plano, TX 75093</p>	<p>THE BORROWER EQUITYBUILD, INC. 1083 N Collier Blvd. #132 Marco Island, FL 34145 d/b/a EB Equitybuild Capital, Inc</p>	<p>COMMERCIAL FLAT RATE NON-RECOURSE PROMISSORY NOTE With Balloon Payment Texas</p>
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Annual Interest Rate	Principal	Funding Date	Maturity Date	Loan Number
15% For 8 Months	\$1,663,053	March 21, 2014	November 21, 2014	N/A

FOR VALUE RECEIVED, EquityBuild, Inc., a Florida corporation d/b/a EB Equitybuild Capital, Inc. (the "Borrower"), promises to pay the persons listed on Exhibit A hereto (each, a "Lender" and collectively, the "Lenders") in the manner set forth in Section 1 below the aggregate principal sum of **ONE MILLION SIX HUNDRED SIXTY THREE THOUSAND FIFTY THREE and 00/100 DOLLARS (\$1,663,053.00)**, together with interest from the above date at the interest rate of **FIFTEEN PERCENT (15.0%)** per annum (the "Interest Rate") on the unpaid principal balance until paid (the "Loan").

Anything in this Commercial Flat Rate Non-Recourse Promissory Note (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 November 21, 2014 ("Maturity Date") unless extended pursuant to Section 6 below.

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 and shall pay each Lender (to an account directed by the Collateral Agent (as defined below)) the ratable share of such payouts based on each Lender's percentage of the Loan set forth on Exhibit A hereto.

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2. **Security; Collateral Agent.** This Note, to the extent of the full face amount hereof, evidences the indebtedness of the Borrower to the Lenders by virtue of monies loaned to the Borrower at the Borrower's special instance and request, and the payment hereof is secured the lien created in a Deed of Trust (With Security Agreement and Assignment of Rents) of even date herewith to Shaun Cohen, TRUSTEE, covering 1102 Bingham Street, Houston, Texas 77007 (the "Property"), as collateral agent for the ratable benefit of the Lenders (the "Collateral Agent"); for the purpose of purchasing the Property, all pursuant to the terms that certain Collateral Agency and Servicing Agreement dated as of even date herewith by and among the Collateral Agent and the Lenders (the "CA Agreement"). Both this Note and the Deed are given in consideration of a loan of even date herewith in the amount of the principal sum advanced by the Lenders to the Borrower. Pursuant to the terms of the CA Agreement, the Lenders have irrevocably delegated their rights under this Note to the Collateral Agent and as such the Collateral Agent shall have authority to act on behalf of the Lenders hereunder where such action is required or permitted. Other than pursuant to the terms of the Deed, this Note is without recourse under any circumstances to the assets of the Borrower.

3. **Events of Default.** An Event of Default will occur under this Note in the event that the Borrower:

- (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) Applies for or consents to the appointment of a receiver, trustee or liquidator of the Borrower or of all or a substantial part of its assets;
- (c) 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;
- (d) Makes an assignment for the benefit of creditors;
- (e) Files a petition or an answer seeking a reorganization or an arrangement with creditors or seeking to take advantage of any insolvency law;
- (f) Performs any other act of bankruptcy;
- (g) Files an answer admitting the material allegations of a petition filed against the Borrower in any bankruptcy, reorganization or insolvency proceeding;
- (h) Permits the entry of any order, judgment or decree by any court of competent jurisdiction adjudicating the Borrower a bankrupt or an insolvent or approving a

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receiver, trustee or liquidator of the Borrower or of all or a substantial part of its assets; or there otherwise commences with respect to the Borrower 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 sixty (60) consecutive days, or continues in effect for more than ten (10) days after any stay thereof;

(i) Fails to perform or violates any obligations or covenants under the terms of this Note or the Deed;

(j) Defaults under the terms of any note, mortgage, deed of trust, security instrument, or any other loan documents or written agreements for any other loans secured by the Property;

(k) Fails to keep an insurance policy in place on the Property with the Collateral Agent as the mortgagee and/or as the loss payee including its successor and/or assigns; or

(l) Fails to keep property taxes current on the Property.

4. **Rights of the Lenders On Event of Default.** Upon the occurrence of an 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 Deed on the part of the undersigned to be kept, observed or performed, the Collateral Agent on behalf of the Lenders, 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 Deed immediately due and payable;

(b) Collect the outstanding obligations of the Borrower with or without judicial process;

(c) Take possession of any collateral in any manner permitted by law;

(d) Require the Borrower to deliver and make available to the Collateral Agent on behalf of the Lenders any collateral at a place reasonably convenient to the Borrower and the Collateral Agent;

(e) Sell, lease or otherwise dispose of any collateral and collect any deficiency balance with or without resorting to legal process;

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(f) Assume any and all mortgages/deeds of trust in existence at the time of default on all collateral securing the Loan; or

(g) Exercise all other rights available to the Lenders or the Collateral Agent 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 (as defined below). The unpaid principal balance shall continue to bear interest after the Maturity Date at the Default Rate until and including the date on which it is paid in full. Interest under this Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Lenders' remedies in this Section are in addition to any available at common law and nothing in this Section shall impair any right which they have 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. The Lenders' rights or remedies as provided in this Note shall be cumulative and concurrent and may be pursued singly, successively, or together against the Borrower, at the Collateral Agent's sole and absolute discretion. The Borrower shall pay to the Collateral Agent on the Collateral Agent's demand the amount of all expenses incurred by the Collateral Agent or the Lenders (a) in enforcing the Lenders' rights under this Note or the Deed, or (b) as the result of a default by the Borrower under this Note or the Deed, including but not limited to the cost of collecting any amount owed hereunder, and any reasonable attorney's fees. The failure by the Collateral Agent 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. Notwithstanding anything to the contrary stated herein, Lenders agree that for payment of this Note it will look solely to the Property given to secure the payment of this Note (or the proceeds from the sale thereof), and no other assets of the Borrower shall be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Lenders, or for any payment required to be made under this Note.

5. **Costs and Expenses.** To the extent permitted by law, the 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) which are incurred by the Collateral Agent or the Lenders in collecting any amount due or enforcing any right or remedy under this Note or the Deed, 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.

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6. **Extensions.** The Borrower shall have the right, upon ten (10) days written notice to the Collateral Agent prior to the Maturity Date or the end of any Extension Month (as defined below), to elect to extend the Maturity Date (or any Extension Month), by one (1) month (each an "Extension Month") provided, however, that the Borrower may only elect to extend the Maturity Date by a maximum of one (1) Extension Months (or until the nine (9) month anniversary of the date of this Note. The interest rate and other terms of this Note shall remain the same during any Extension Month.

7. **Forbearance.** The Collateral Agent 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 Collateral Agent on behalf of the Lenders 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 Collateral Agent on behalf of the Lenders 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 Collateral Agent's option.

8. **Modification and Waiver.** The Borrower waives 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.

9. **Voluntary and Involuntary Prepayments.**

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

(i) The 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 the Borrower to the Collateral Agent given at least 10 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, and (C) all other sums due the Lenders at the time of such prepayment. For purposes of this Note, a "Business Day" means any day other than a Saturday, Sunday or any other day on which banks in the State of Texas are not open for business.

(ii) Upon the Collateral Agent's exercise of any right of acceleration under this Note, the Borrower shall pay to the Lenders in accordance with Section 1 above, in addition to the entire unpaid principal balance of this Note outstanding at the time of the

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acceleration, (A) all accrued interest and (B) all other sums due the Lenders to the extent such sums do not exceed the maximum rate permitted by applicable law.

(b) The Borrower recognizes that any prepayment of the unpaid principal balance of this Note, whether voluntary or involuntary or resulting from a default by the Borrower, will result in the Lenders' incurring loss, including reinvestment loss, additional expense and frustration or impairment of the Lenders' ability to meet their respective commitments to third parties. The Borrower agrees that it is extremely difficult and impractical to ascertain the extent of such damages.

10. **Default Rate.** So long as (a) payment under this Note remains past due for thirty (30) days or more (including upon the Maturity Date) 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 such payment 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 the Borrower under applicable law.

11. **Loan Charges/Maximum Rate Permitted By Law.** This Note shall not 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 the Borrower in connection with the Loan is interpreted so that any interest violates that law, and the 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 the Lenders in excess of the permitted amounts shall be applied by the Lenders 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 the 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 this Note.

12. **Waiver of Jury Trial.** THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS NOTE OR ANY MORTGAGE/DEED OF TRUST 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

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VOLUNTARILY MADE BY THE BORROWER AND THE COLLATERAL AGENT ON BEHALF OF THE LENDERS, AND THE BORROWER AND THE COLLATERAL AGENT ON BEHALF OF THE LENDERS EACH HEREBY REPRESENTS TO THE OTHER 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.

13. **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:

The Collateral Agent on behalf of the Lenders:

HARD MONEY COMPANY, LLC
5068 WEST PLANO PKWY. #300
PLANO, TX 75093
Fax: 239-244-8666
Email: shaun.d.cohen@gmail.com

The Borrower: **EQUITYBUILD, INC.**

1083 N. COLLIER BLVD. #132
MARCO ISLAND, TX 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 (b) 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.

14. **Entire Agreement.** The terms and conditions of this Note together with the terms and conditions of the Deed which is incorporated herein by reference as if set forth fully herein contain the entire understanding between the Borrower and the Collateral Agent on behalf of the Lenders with respect the indebtedness evidenced hereby. Such understanding may not be

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modified, amended or terminated except in a written document duly executed by the Borrower and the Collateral Agent on behalf of the Lenders.

15. **Binding Obligation.** This Note shall be binding upon the heirs, successors and assigns of the Borrower and the Collateral Agent.

16. **Governing Law.** This Note is delivered and made in, and shall be construed pursuant to the laws of the State of Texas. Unless applicable law provides otherwise, the parties hereto consent to the jurisdiction and venue of any court of competent jurisdiction located in Collin County, Texas.

17. **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 this 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.

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

19. **Commercial Purpose.** It is expressly stipulated, warranted and agreed that the loan evidenced by this Note and any related loan document 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.

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

21. **Consent To Relief From Automatic Stay.** The Borrower hereby agrees that if any of them shall (a) 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; (b) be the subject of any order for relief issued under such Title 11 of the U.S. Code, as amended; (c) file or be the subject of any petition

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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; (d) seek, consent to or acquiesce in the appointment of any trustee, receiver, conservator or liquidator; or (e) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against the 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, the Collateral Agent on behalf of the Lenders 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 the Collateral Agent on behalf of the Lenders under this Note or any related loan document.

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

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DATED: 4-1-14

EQUITYBUILD, INC. d/b/a EB Equitybuild
Capital, Inc.

By: [Signature]
Name: Jerry Cohen
Title: President

STATE OF FL, COUNTY OF Lee ss:

On this 1 day of April, 20 14, before me, a notary public, Jerry Cohen personally appeared Jerry Cohen. 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 **JESSICA ANN BAIER**
MY COMMISSION #FF019714
EXPIRES July 26, 2017
(407) 398-0153 FloridaNotaryService.com

Jessica Ann Baier
NOTARY PUBLIC

My Comm. Expires: July 26, 2017

COLLATERAL AGENT:
4/8/2014

Agreed and accepted on _____, 2014:

HARD MONEY COMPANY, LLC d/b/a Venture Hard Money Capital, LLC, as collateral Agent on behalf of the Lenders

DocuSigned by:
[Signature]
By: Shaun Cohen
Name: Shaun Cohen
Title: President

[Signature Page to Commercial Flat Rate Non-Recourse Promissory Note]

"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

DEED OF TRUST

(WITH SECURITY AGREEMENT AND ASSIGNMENT OF RENTS)

THE STATE OF TEXAS §

COUNTY OF HARRIS §

The undersigned, **Equitybuild, Inc**, a Florida Corporation, d/b/a **EB Equitybuild Capital, Inc.** (hereinafter called "Grantor"), whose mailing address is 1083 N. Collier Blvd, Ste. 132, Marco Island, Florida 34145 for and in consideration of the debt hereinafter described, has granted, bargained, sold, transferred, assigned and conveyed, and by these presents does grant, bargain, sell, transfer, assign and convey, in trust unto **Shaun Cohen** whose address is 5068 W. Plano Parkway, #330, Texas 75093, as TRUSTEE, and unto his successors in the trust hereby created (such Trustee and any successors in trust being hereinafter called "Trustee"), and unto his or their assigns and the heirs of such assigns, forever, all and singular the property, both real and personal, hereinafter described, situated in the County of Harris, State of Texas:

Address: 1102 Bingham St, Houston, Texas 77007. Legal description:

Tract I:

Lot One (1) in Block Two Hundred Forty-Two (242) of W.R. BAKER, N.S.B.B., an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 22, Page 44, Deed Records of Harris County, Texas.

Tract II:

Lots Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) in Block Two Hundred Forty-Two (242) of W.R. BAKER, N.S.B.B., an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 22, Page 44, Deed Records of Harris County, Texas.

To have and to hold the above described real property, together with all improvements thereon and all rights, hereditaments and appurtenances in anywise appertaining or belonging thereto; and together with all equipment, fixtures and articles of personal property now or hereafter attached to or used in and about the building, buildings, and other improvements (such building, buildings and other improvements being hereinafter called the "Project") now or hereafter erected, constructed or developed on the above described real property which are necessary or useful for complete and comfortable use and occupancy of the Project for the purposes for which they were or are to be erected, constructed or developed, or which are or may be used in or related to the planning, devel-

opment, financing or the operation thereof; all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to the Project in any manner; all building materials and equipment now or hereafter delivered to the Project and intended to be installed therein; all plans and specifications for the Project; all contracts and subcontracts relating to the Project, all deposits (including tenant's security deposits), funds, accounts, contract rights, instruments, documents, general intangibles (including trademarks, trade names and symbols used in connection therewith), and notes or chattel paper arising from or by virtue of any transactions related to the Project; all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Project; all proceeds arising from or by virtue of the sale, lease or other disposition of any of the real or personal property described herein; all proceeds (including premium refunds) payable or to be payable under each policy of insurance relating to the Project; all proceeds arising from the taking of all or a part of the real property or any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof; and all other interest of every kind and character which Grantor now has or at any time hereafter acquires in and to the above described real and personal property and all property which is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Grantor with respect to such property, unto the Trustee, his successors in this trust and his assigns, forever. It is hereby agreed that to the extent permitted by law all of the foregoing personal property and fixtures are to be deemed and held to be a part of and affixed to the real property. The foregoing described real and personal property is hereinafter collectively called the "Mortgaged Property".

This conveyance is made in Trust, however, to secure and enforce the payment of that certain promissory note (hereinafter called the "Note") dated of even date herewith executed by the Grantor, payable to the order of **those specific parties reflected in the Note c/o Hard Money Company, LLC, a Delaware limited liability company d/b/a Venture Hard Money Capital, LLC whose mailing address is 5068 W. Plano Parkway, Ste. 330, Plano, Texas 75093** (hereinafter called "Beneficiary"), described as follows:

The Note is in the principal amount of **\$1,663,053.00** and is payable with interest as therein provided. In the absence of an earlier acceleration of the maturity of the Note, or extension thereof, the Note will mature at the expiration of **Eight (8) months** from the date of the Note.

This Deed of Trust shall secure, in addition to the Note, all funds hereafter advanced by Beneficiary to or for the benefit of Grantor, as contemplated by any covenant or provision herein contained or for any other purpose, and all other indebtedness, of whatever kind or character, owing or which may hereafter become owing by Grantor to Beneficiary, whether such indebtedness is evidenced by note, open account, overdraft, endorsement, surety agreement, guaranty or otherwise, it being contemplated that Grantor may hereafter become indebted to Beneficiary in further sum or sums. All indebtedness secured hereby shall be payable at **5068 W. Plano Parkway, Ste. 330, Plano, Texas 75093** (and, unless otherwise provided in the instrument evidencing such indebtedness, shall bear interest at the same rate per annum as the Note bears, from the date of accrual of such indebtedness until paid. If the Note or any other indebtedness secured hereby shall be collected by legal proceedings, whether through a probate

or bankruptcy court or otherwise, or shall be placed in the hands of an attorney for collection after maturity, whether matured by the expiration of time or by any option given to the Beneficiary to mature same, Grantor agrees to pay Beneficiary' attorney's and collection fees in the amount as set forth in the Note, and such fees shall be part of the indebtedness secured hereby. This Deed of Trust shall also secure all renewals and extensions of any of the indebtedness secured hereby. Finally, this Deed of Trust shall secure, in addition to such indebtedness, the performance of all obligations of Grantor to Beneficiary relating in any manner to such indebtedness or any part thereof.

Better to secure payment of such indebtedness and performance of such obligations, Grantor does hereby covenant, warrant and represent to and agree with Beneficiary and with the Trustee as follows.

(1) Grantor will pay all of the indebtedness secured hereby, together with the interest thereon, when the same become due, in accordance with the terms of the Note or any other instrument evidencing, securing or pertaining to such indebtedness or evidencing any renewal or extension of such indebtedness, or any part thereof, and further, Grantor shall punctually and properly perform all of Grantor's covenants, obligations and liabilities under any other security agreement, mortgage, deed of trust, collateral pledge agreement, contract, assignment, loan agreement or any other instrument or agreement of any kind now or hereafter existing as security for, executed in connection with, or related to the indebtedness or other obligations secured hereby, or any part thereof.

(2) Grantor has in its own right good and indefeasible title in fee simple, except as otherwise provided herein, to the Mortgaged Property which is free from encumbrance superior to the indebtedness hereby secured, except as otherwise provided herein, and has full right to make this conveyance.

(3) Grantor will keep all insurable Mortgaged Property insured against the risks covered by policies of fire and extended coverage insurance and such other risks as Beneficiary may reasonably require, such insurance to be written in amounts, in form and in companies reasonably acceptable to Beneficiary (except that with respect to amount, the amount of insurance shall be not less than the full insurable value of the improvements), with loss made payable to Beneficiary by mortgagee clauses of standard form, and will deliver the policies of insurance to Beneficiary promptly as issued; and in case Grantor fails to do so, Beneficiary, at Beneficiary' option, may procure any type of coverage, at Grantor's expense, deemed necessary by Beneficiary to protect Beneficiary' rights in the property covered by this Deed of Trust. All renewal and substitute policies of insurance shall be delivered at the office of Beneficiary, premiums paid, at least fifteen (15) days before termination of policies theretofore delivered to Beneficiary. In case of loss, Beneficiary, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same upon the indebtedness secured hereby. If any loss shall occur at any time when Grantor shall be in default in the performance of this covenant, Beneficiary shall be entitled to the benefit of all insurance held by or for any Grantor, to the same extent as if it had been made payable to Beneficiary and upon foreclosure hereunder, Beneficiary shall become the owner thereof. Grantor shall also keep in effect, with insurers satisfactory to Beneficiary, such policies of liability insurance, including, without limitation, general liability insurance as Beneficiary may from time to time require. All such policies of liability insurance shall name Beneficiary as an "additional insured" and shall provide coverage in the minimum amount of \$1,000,000.00 per person and per occurrence, or in such amounts as Beneficiary may require. Each insurance policy required hereunder shall provide for thirty (30)

days' prior written notice to Beneficiary from the insurance company prior to cancellation of such policy.

TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE: (A) GRANTOR IS REQUIRED TO (1) KEEP THE MORTGAGED PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT BENEFICIARY SPECIFIES; (2) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (3) NAME BENEFICIARY AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS; (B) GRANTOR MUST, IF REQUIRED BY BENEFICIARY, DELIVER TO BENEFICIARY A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) IF GRANTOR FAILS TO MEET ANY REQUIREMENT LISTED IN PARAGRAPH (A) OR (B), BENEFICIARY MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF GRANTOR AT GRANTOR'S EXPENSE.

(4) Grantor will pay all taxes and assessments against or affecting the Mortgaged Property as the same become due and payable, and if Grantor fails to do so, the Beneficiary may pay them, together with all costs and penalties thereon, at Grantor's expense; provided, however, that Grantor may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings, contest the validity thereof, and pending such contest Grantor shall not be deemed in default hereunder because of such nonpayment if, prior to delinquency of the asserted tax or assessment, Grantor furnishes the Beneficiary an indemnity bond, conditioned that such tax or assessment with interest, cost and penalties be paid as herein stipulated secured by a deposit in cash, or security acceptable to Beneficiary, or with surety acceptable to Beneficiary, in the amount of the tax or assessment being contested by Grantor and a reasonable additional sum to pay all possible costs; interest and penalties imposed or incurred in connection therewith, and if Grantor promptly pays any amount adjudged by a court of competent jurisdiction to be due, with all costs, penalties and interest thereon, before such judgment becomes final; and provided further that in any event each such contest shall be concluded and the tax, assessment, penalties, interest and costs shall be paid prior to the date such judgment becomes final or any writ or order is issued under which the Mortgaged Property may be sold pursuant to such judgment.

(5) At the request of Beneficiary, Grantor shall create a fund or reserve for the payment of all insurance premiums, taxes and assessments against or affecting the Mortgaged Property by paying to Beneficiary on the first day of each calendar month prior to the maturity of the Note, a sum equal to the premiums that will next become due and payable on the hazard insurance policies covering the Mortgaged Property, or any part thereof, plus taxes and assessments next due on the Mortgaged Property, or any part thereof, as estimated by Beneficiary, less all sums paid previously to Beneficiary therefore, divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purposes of paying such premiums, taxes and assessments. Any excess reserve shall, at the discretion of Beneficiary, be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the Note by the maker thereof, and any deficiency shall be paid by Grantor to Beneficiary on or before the date when such premiums, taxes and assessments shall become delinquent. Transfer of legal title to the Mortgaged Property shall automatically transfer title to all sums deposited with Beneficiary under the provisions hereof or otherwise.

(6) All judgments, decrees and awards for injury or damage to the Mortgaged Property, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Beneficiary, who may apply the same to the indebtedness secured hereby in such manner as it may elect; and Beneficiary is hereby authorized, in the name of Grantor, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree. In the event Beneficiary, as a result of any such judgment, decree or award, believes that the payment or performance of any obligation secured by this Deed of Trust is materially impaired, Beneficiary may, with notice, declare all of the indebtedness secured hereby immediately due and payable.

(7) If, while this trust is in force, the title of the Trustee to, or the interest of Beneficiary in, the Mortgaged Property hereby conveyed or any part thereof, shall be endangered or shall be attacked directly or indirectly, Grantor hereby authorizes Beneficiary, at Grantor's expense, to take all necessary and proper steps for the defense of such title or interest, including the employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against such title or interest. If at any time any law shall be enacted imposing or authorizing the imposition of any tax upon this Deed of Trust, or upon any rights, titles, liens or security interests created hereby, or upon the Note, or any part thereof, Grantor shall immediately pay all such taxes; provided that, in the alternative, Grantor may, in the event of the enactment of such a law, and must, if it is unlawful for Grantor to pay such taxes, prepay the Note in full within sixty (60) days after demand therefore by Beneficiary. Grantor shall at any time and from time to time furnish promptly, upon request, a written statement or affidavit in such form as may be required by Beneficiary, stating the unpaid balance of the Note, and that there are no offsets or defenses against full payment of the Note and performance of the terms hereof, or if there are any such offsets and defenses, specifying them.

(8) If, in the pursuance of any covenant contained herein or in any other instrument executed in connection with the loan evidenced by the Note or in connection with any other indebtedness secured hereby, Beneficiary shall expend any money chargeable to Grantor or subject to reimbursement by Grantor under the terms of such covenant or agreement, Grantor will repay the same to Beneficiary immediately at the place where the Note or other indebtedness secured hereby is payable, together with interest thereon at the rate of interest payable on account of the Note or such other indebtedness from and after the date of Beneficiary' making such payment; provided, however, that after Beneficiary has demanded payment of any such amount it will thereafter bear interest at the "default rate" applicable to the Note or such other indebtedness. The sum of each such payment shall be added to the indebtedness hereby secured and thereafter shall form a part of the same, and it shall be secured by this Deed of Trust and Beneficiary shall be, by subrogation, entitled to all the rights of the person or entity receiving such payment.

(9) Grantor will keep every part of the Mortgaged Property in first-class condition and presenting a first-class appearance, making promptly all repairs, renewals and replacements necessary to such end! and doing promptly all else necessary to such end; but Grantor will discharge all claims for labor performed and material furnished therefore, and will not suffer any lien of mechanics or material men to attach to any part of the Mortgaged Property; and Grantor will guard every part of the Mortgaged Property from removal, destruction and damage, and will not do or suffer to be done any act whereby the value of any part of the Mortgaged Property may be lessened. Further, if this Deed of Trust has been executed pursuant to or in connection with the terms of a loan agreement between Beneficiary, as Lenders, and Grantor, as Borrower, then Grantor covenants and agrees to observe and comply fully therewith.

(10) In the event Grantor shall fail to comply with any provision of this Deed of Trust,

Beneficiary may, but shall not be obligated to, do all things which Grantor was obligated but failed to do, all at the expense of Grantor. Whenever Beneficiary shall expend any money at Grantor's expense, as provided in this Deed of Trust, Grantor agrees to repay to Beneficiary such amount upon demand, and Grantor's obligation to do so shall be fully secured hereby. No action taken by Beneficiary pursuant to this paragraph or otherwise shall be deemed to cure or waive any default of Grantor for failure to comply with the provisions of this Deed of Trust.

(11) It shall be a default hereunder if the fee simple title to all or any part of the Mortgaged Property (other than items of personality which have become obsolete or worn beyond practical use and which have been replaced by adequate substitutes having a value equal to or greater than the replaced items when new) shall, without the prior written consent of Beneficiary, become vested in any party other than Grantor, whether by operation of law or otherwise. If Beneficiary should consent to any sale or conveyance of the Mortgaged Property, Grantor will not sell all or any portion of the Mortgaged Property unless the purchaser, as a part of the consideration, shall, as Beneficiary may require, either (a) expressly agree to assume the payment of the indebtedness hereby secured or (b) expressly agree that the title and rights of such purchaser are and shall remain unconditionally subject to all of the terms of this Deed of Trust for the complete fulfillment of all obligations of the Grantor hereunder, and unless also the deed shall expressly set forth such agreement of the purchaser; nor will Grantor grant any easement whatever with respect to any of the Mortgaged Property without the joinder therein of Beneficiary, or rent or lease any of the Mortgaged Property for any purpose whatever for a period longer than one year without the prior written consent of Beneficiary. With respect to any Grantor that is a corporation, partnership or entity other than an individual, it shall constitute a default hereunder if there is a change in ownership of such entity or if there is a change in control or management of the Mortgaged Property without the prior written consent of Beneficiary.

It is specifically understood and agreed that Beneficiary may require, as a condition to granting its consent in any instance in which such consent is required pursuant to this Paragraph 11, that:

- (i) Grantor pays to Beneficiary a transfer or similar fee;
- (ii) Grantor agree to an increase in the interest rate on the Note (subject to the limitation that such interest rate may not exceed the maximum rate permitted by applicable law); and/or
- (iii) Grantor agrees to a modification of the manner in which the principal and/or accrued but unpaid interest on the Note is due and payable.

The provisions of the preceding paragraph are not intended to, and shall not be construed to, limit Beneficiary' right, in its sole discretion, to withhold consent for any or no reason or to impose such other requirements as Beneficiary may deem appropriate as a condition to giving its consent or to preclude Beneficiary from, in its sole discretion, withholding consent for any or no reason, or imposing such conditions as it deems appropriate to the granting of its consent pursuant to any other provision of this Deed of Trust.

(12) If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Grantor, or in the event of a change of ownership in any Grantor other than an individual, Beneficiary may, without notice to Grantor, deal with such successor or successors in interest with reference to this Deed of Trust and to the indebtedness hereby secured in the same manner as with Grantor without in any way vitiating or discharging Grantor's liability hereunder

or upon the indebtedness hereby secured. No sale of the Mortgaged Property, and no forbearance on the part of Beneficiary, and no extension of the time for the payment of the indebtedness hereby secured, given by Beneficiary, shall operate to release, discharge, modify, change or affect the original liability of Grantor or the liability of any guarantors or sureties of Grantor, either in whole or in part.

(13) Grantor shall be in default hereunder if Grantor shall default in the prompt payment when due of the indebtedness secured hereby, or any part thereof; or shall fail to keep and perform any of the covenants or agreements contained herein; or if any default occurs under the terms and provisions of that certain Construction Loan Agreement of even date with this Deed of Trust executed by and between Grantor and Beneficiary. Upon the occurrence of any such default, after Grantor fails to timely cure such default after notice having been furnished by Beneficiary, Beneficiary at its option, may pursue any rights or remedies it may have hereunder or at law, or in equity, and Beneficiary may, without limitation, declare the entire indebtedness secured hereby immediately due and payable, whereupon it shall be so due and payable.

(14) If Grantor shall perform faithfully each of the covenants and agreements herein contained, then, and only then, this conveyance shall become null and void and shall be released in due form, at Grantor's expense; otherwise it shall remain in full force and effect. No release of this conveyance or of the lien, security interest or assignment created and evidenced hereby, shall be valid unless executed by Beneficiary.

(15) If Grantor shall fail to perform any covenant or agreement contained herein, in the Construction Loan Agreement or in the Note secured hereby, or shall otherwise be in default hereunder, Grantor hereby authorizes and empowers the Trustee, at the request of Beneficiary, to sell all or any portion of the Mortgaged Property, at public auction, to the highest bidder, for cash, at the door of the county courthouse of the county in Texas in which such Mortgaged Property or any part thereof is situated, as herein described, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M. on the first Tuesday of any month, after giving notice of the time, place and terms of said sale, and of the property to be sold, as follows:

Notice of such proposed sale shall be given by posting written notice thereof at least twenty-one

(21) days preceding the date of the sale at the courthouse door of the county in which the sale is to be made, and if the property to be sold is situated in more than one county, one notice shall be posted at the courthouse door of each county in which the property to be sold is situated designating the county in which the property will be sold. In addition, at least twenty-one (21) days preceding the date of sale, (a) the Trustee shall cause a copy of the notice of such proposed sale to be filed with the County Clerk of each county in which the property to be sold is situated and (b) the Beneficiary shall serve written notice of the proposed sale by certified mail on each debtor obligated to pay the debt secured hereby according to the records of Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service.

Any notice that is required or permitted to be given to Grantor may be addressed to Grantor at Grantor's address so stated above. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantor as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this paragraph, notice of such sale given in accordance with the requirements of the applicable law of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale. Grantor hereby authorizes and empowers the Trustee to sell all or any portion of the Mortgaged Property, together or in lots or parcels, as the Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such property good and sufficient deeds of conveyance of fee simple title with covenants of general warranty made on behalf of the Grantor. In no event shall the Trustee be required to exhibit, present or display at any such sale any of the personally described herein to be sold at such sale. The Trustee making such sale shall receive the proceeds thereof and shall apply the same as follows: (i) first, he shall pay the reasonable expense of executing this trust, including a reasonable Trustee's fee or commission; (ii) second, he shall pay, so far as may be possible, the indebtedness secured hereby, discharging first that portion of the indebtedness arising under the covenants or agreements herein contained and not evidenced by the Note; and (iii) third, he shall pay the residue, if any, to the person or persons legally entitled thereto. Payment of the purchase price to the Trustee shall satisfy the obligation of the purchaser at such sale therefore, and such purchaser shall not be bound to look after the application thereof. The sale or sales by the Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and the Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of such Mortgaged Property shall be less than the aggregate of the indebtedness secured hereby and the expense of executing this trust, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale or sales had been made; provided, however, that Grantor shall never have any right to require the sale or sales of less than the whole of the Mortgaged Property, but Beneficiary shall have the right, at its sole election, to request the trustee to sell less than the whole of the Mortgaged Property. If default is made hereunder, the holder of the indebtedness or any part thereof on which the payment is delinquent shall have the option to proceed with foreclosure in satisfaction of such item either through judicial proceedings or by directing the Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire indebtedness secured hereby due, and if sale is made because of default of an installment, or a part of an installment, such sale may be made subject to the un matured part of the Note and other indebtedness secured by this Deed of Trust; and it is agreed that such sale, if so made, shall not in any manner affect the un matured part of the indebtedness secured by this Deed of Trust, but as to such un matured part, this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this paragraph. Several sales may be made hereunder without exhausting the right of sale for any un matured part of the indebtedness secured hereby.

(16) If the Trustee shall die or become disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by the Beneficiary so to do, or if, for any reason, the Beneficiary shall prefer to appoint a substitute trustee to act instead of the herein named Trustee, Beneficiary shall have full power to appoint by written instrument a substitute trustee and, if necessary, several substitute trustees in succession, who shall succeed to all the estate, rights, powers and duties of the Trustee named herein. Such appointment may be executed

by an authorized agent of Beneficiary; and if Beneficiary be a corporation and such appointment be executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation.

(17) Grantor hereby agrees, in its behalf and in behalf of its executors, administrators, successors, personal representatives and assigns, that any and all statements of fact or other recitals made in any deed of conveyance given by the Trustee, with respect to the identity of Beneficiary, or with respect to the acceleration of the maturity of any indebtedness secured hereby, or with respect to the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms and manner of sale, and receipt, distribution and application of the money realized there from, or with respect to the due and proper appointment of a substitute trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by the Beneficiary or by the Trustee hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Grantor hereby ratifies and confirms every act that Trustee or any substitute trustee hereunder may lawfully do in the premises by virtue hereof.

(18) The purchaser at any trustee's or foreclosure sale hereunder may disaffirm any easement granted, or rental or lease contract made, in violation of any provision of this Deed of Trust, and may take immediate possession of the Mortgaged Property free from, and despite the terms of, such grant of easement and rental or lease contract.

(19) The Beneficiary may bid and become the purchaser of the Mortgaged Property at any trustee's or foreclosure sale hereunder.

(20) If any of the indebtedness hereby secured shall become due and payable, the Trustee or the Beneficiary shall have the right and power, in addition to and without limiting any other rights or remedies contained herein, to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property under the order of a court or courts of competent jurisdiction or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. The Grantor agrees, to the full extent that it willfully may, that in case one or more of the defaults hereunder shall have occurred and shall not have been remedied, then, and in every such case, the Beneficiary shall have the right and power to enter into and upon and take possession of all or any part of the Mortgaged Property in the possession of the Grantor, its successors and assigns, or its or their agents or servants, and may exclude the Grantor, its successors or assigns, and all persons claiming under the Grantor, and its or their agents or servants, wholly or partly there from, and holding the same, the Beneficiary may use, administer, manage, operate and control the Mortgaged Property and conduct the business thereof to the same extent as the Grantor, its successors or assigns might at the time do and may exercise all rights and powers of the Grantor in the name, place and stead of the Grantor, or otherwise as the Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

(21) Any part of the Mortgaged Property may be released by the Beneficiary without affecting

the lien, security interest and assignment hereof against the remainder. The lien, security interest and other rights granted hereby shall not affect or be affected by any other security taken for the same indebtedness or any part thereof. The taking of additional security, or the extension or renewal of the indebtedness secured hereby or any part thereof, shall not release or impair the lien, security interest and other rights granted hereby, or affect the liability of any endorser, guarantor or surety, or improve the right of any permitted junior lien holder; and this Deed of Trust, as well as any instrument given to secure any renewal or extension of the indebtedness secured hereby, or any part thereof, shall be and remain a first and prior lien, except as otherwise provided herein, on all of the Mortgaged Property not expressly released until the indebtedness secured hereby is completely paid.

(22) To the extent that Grantor may lawfully do so, Grantor agrees that Grantor shall not assert and hereby expressly waives any right under any statute or rule of law pertaining to the marshalling of assets, the exemption of homestead, the administration of estates of decedents, or other matter whatever to defeat, reduce or affect the right of Beneficiary, under the terms of this Deed of Trust, to sell the Mortgaged Property for the collection of the indebtedness secured hereby (without any prior or different resort for collection) or the right of Beneficiary, under the terms of this Deed of Trust, to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other person and claimant whatever (only reasonable expenses of such sale being first deducted). Grantor expressly waives and relinquishes any right or remedy which it may have or be able to assert which pertains to the rights and remedies of sureties.

(23) All of the rents, royalties, issues, profits, revenue, income and other benefits derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto (hereinafter called the "Rents and Profits") are hereby absolutely and unconditionally assigned, transferred, conveyed and set over to Beneficiary to be applied by Beneficiary in payment of the principal and interest and all other sums payable on the Note and any other indebtedness secured hereby. Prior to the occurrence of any default hereunder, Grantor shall collect and receive all Rents and Profits as Trustee for the benefit of Beneficiary and Grantor, and Grantor shall apply the funds so collected first to the payment of the principal and interest and all other sums then payable on the Note and in payment of all other indebtedness secured hereby and thereafter, so long as no default hereunder has occurred, the balance shall be distributed to the account of Grantor. Grantor will not (i) execute an assignment of any of its right, title or interest in the Rents and Profits, or (ii) except where the lessee is in default there under, terminate or consent to the cancellation or surrender of any lease of the Mortgaged Property or any part thereof, now or hereafter existing, having an unexpired term of one year or more except that any lease may be cancelled, provided that promptly after the cancellation or surrender thereof a new lease is entered into with a new lessee having a credit standing, in the judgment of Beneficiary, at least equivalent to that of the lessee whose lease was cancelled, on substantially the same terms as the terminated or cancelled lease, or (iii) modify any lease of the Mortgaged Property or any part thereof so as to shorten the unexpired term thereof or so as to decrease the amount of the rent payable there under, or (iv) accept prepayments of any installments of rent to become due under any of such leases in excess of one month, except prepayments in the nature of security for the performance of the lessee there under, or (v) in any other manner impair the value of the Mortgaged Property or the security of this Deed of Trust. Grantor will not execute any lease of all or any substantial portion of the Mortgaged Property except for actual occupancy by the lessee there under, and will at all times promptly and faithfully perform, or cause to be performed, each covenant, condition and

agreement contained in each lease of the Mortgaged Property now or hereafter existing, on the part of lessor there under to be kept and performed. Grantor shall furnish to Beneficiary, within ten (10) days after a request by Beneficiary to do so, a written statement containing the names of all lessees of the Mortgaged Property, the terms of their respective leases, the spaces occupied and the rentals payable there under.

(24) Grantor will not, without the prior written consent of Beneficiary, execute and deliver any pledge, security agreement, mortgage or deed of trust covering all or any portion of the Mortgaged Property (hereinafter called "Subordinate Mortgage"). In the event of consent by Beneficiary to the foregoing or in the event the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable by the provisions of any applicable law, Grantor will not execute or deliver any Subordinate Mortgage unless there shall have been delivered to Beneficiary not less than ten (10) days prior to the date thereof a copy thereof which shall contain express covenants to the effect:

(a) That the Subordinate Mortgage is in all respects unconditionally subject and subordinate to the lien, security interest and assignment evidenced by this Deed of Trust and each term and provision hereof;

(b) That if any action or proceeding shall be instituted to foreclose the Subordinate Mortgage (regardless of whether the same is a judicial proceeding or pursuant to a power of sale contained therein), no tenant of any portion of the Mortgaged Property will be named as a party defendant, nor will any action be taken with respect to the Mortgaged Property which would terminate any occupancy or tenancy of the Mortgaged Property without the prior written consent of Beneficiary;

(c) That the Rents and Profits, if collected through a receiver or by the holder of the Subordinate Mortgage, shall be applied first to the obligations secured by this Deed of Trust, including principal and interest due and owing on or to become due and owing on the Note and the other indebtedness secured hereby and then to the payment of maintenance, operating charges, taxes, assessments and disbursements incurred in connection with the ownership, operating and maintenance of the Mortgaged Property; and

(d) That if any action or proceeding shall be brought to foreclose the Subordinate Mortgage, or if the holder of the Subordinate Mortgage shall take any other action to enforce its rights there under, written notice of the commencement thereof, or of the taking of such other action, will be given to Beneficiary contemporaneously therewith.

The occurrence of any default or event of default pursuant to any Subordinate Mortgage shall constitute a default hereunder.

It is specifically understood and agreed that Beneficiary may require, as a condition to granting its consent in any instance in which such consent is required pursuant to this Paragraph 24, that:

- (i) Grantor pays to Beneficiary a reasonable fee for the granting of its consent;
- (ii) Grantor agree to an increase in the interest rate on the Note (subject to the limitation that such interest rate may not exceed the maximum rate permitted by applicable law); and/or

(iii) Grantor agrees to a modification of the manner in which the principal and/or accrued but unpaid interest on the Note is due and payable.

The provisions of the preceding paragraph are not intended to, and shall not be construed to, limit Beneficiary' right, in its sole discretion, to withhold consent for any or no reason or to impose such other requirements as Beneficiary may deem appropriate as a condition to giving its consent or to preclude Beneficiary from, in its sole discretion, withholding consent for any or no reason, or imposing such conditions as it deems appropriate to the granting of its consent pursuant to any other provision of this Deed of Trust.

(25) All agreements between Grantor and Beneficiary, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Beneficiary for the use, forbearance or detention of the money to be loaned pursuant to the Note or otherwise, or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof at the time performance of such provisions shall be due shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Beneficiary shall ever receive as interest under such Note or this Deed of Trust or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Note or on account of the other indebtedness secured hereby and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Note and such other indebtedness, such excess shall be refunded to Grantor or to the maker of the Note or other evidence of indebtedness if other than Grantor. All sums paid or agreed to be paid to Beneficiary for the use, forbearance or detention of the indebtedness secured hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full in such manner that there will be no violation of applicable laws pertaining to the maximum rate or amount of interest which may be contracted for, charged or received with respect to such indebtedness. The terms and provisions of this paragraph shall control and supersede every other provision of all agreements between Grantor, the maker of the Note or other evidence of indebtedness if other than Grantor, and Beneficiary.

(26) No waiver of any default on the part of Grantor or breach of any of the provisions of this Deed of Trust or of any other instrument executed in connection with the indebtedness secured hereby shall be considered a waiver of any other or subsequent default or breach and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time. If any provision of this Deed of Trust is held to be illegal, invalid or unenforceable under present or future laws effective while this Deed of Trust is in effect, the legality, validity and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Deed of Trust a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. If any of the liens, security interest or assignment of rents created by this Deed of Trust shall be invalid or unenforceable, the unsecured portion of the indebtedness secured hereby shall be completely paid prior to the payment of the remaining and secured portion of

such indebtedness and all payments made on account of such indebtedness shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of such indebtedness.

(27) In the event of a trustee's sale hereunder and if at the time of such sale the Grantor occupies the portion of the Mortgaged Property so sold, or any part thereof, Grantor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Property so occupied, such rental to be due and payable daily to the purchaser. An action of forcible detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Property and premises; and this agreement and any trustee's deed shall constitute a lease and agreement under which the tenant's possession, each and all arose and continued.

(28) With respect to any portion of the Mortgaged Property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the state in which the Mortgaged Property is situated (hereinafter called the "Code"), this Deed of Trust shall constitute a security agreement between Grantor and Beneficiary, and Grantor hereby grants to Beneficiary a security interest in such portion of the Mortgaged Property. Cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Code. Grantor will execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary or any modification thereof, and Grantor will pay all costs and expenses of filing such financing statements and of any searches reasonably required by Beneficiary to determine the existence of financing statements. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that if upon default Beneficiary should proceed to dispose of such property in accordance with the provisions of the Code, then ten (10) days' notice by Beneficiary to Grantor shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Beneficiary may at its option dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Code. Grantor shall give advance notice in writing to Beneficiary of any proposed change in Grantor's name, identity or corporate structure and will execute and deliver to Beneficiary, prior to or concurrently with the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any Mortgaged Property described or referred to herein. Some of the items of Mortgaged Property described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Property is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated above. The mailing address of the Grantor, as debtor, is as stated above.

(29) It is understood and agreed that all or a portion of the funds to be advanced under the Note are to be used in accordance with the Construction Loan Agreement. In the event of any conflict between the provisions hereof and of the Construction Loan Agreement with respect to any matter, the provisions of the Construction Loan Agreement shall control; provided, however, that the provisions hereof and of the Construction Loan Agreement are supplemental of each other

and in the absence of express conflict, the requirements hereof and of the Construction Loan Agreement with respect to any matter are cumulative and all of such provisions shall be observed. This Deed of Trust secures the payment of all sums and the performance of all covenants required by the Construction Loan Agreement of Grantor! and upon the failure of Grantor to keep and perform all of the covenants, conditions and agreements of the Construction Loan Agreement, Grantor shall be in default hereunder, and the indebtedness secured hereby shall, at the option of Beneficiary, become due and payable, anything herein contained to the contrary notwithstanding.

(30) This Deed of Trust constitutes a "construction mortgage" as defined in the Code to the extent it secures an obligation incurred for the construction of improvements on the real property described herein, including the acquisition cost of such real property.

(31) This Deed of Trust shall be governed by, and construed in accordance with, applicable laws of the State of Texas and of the laws of the United States of America.

(32) The covenants herein contained shall bind and the benefits and advantages shall insure to, the respective executors, administrators, personal representatives, successors and assigns of the parties hereto, and to any substitute trustee. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The term "Grantor" shall include, in their individual capacities and jointly all parties hereinabove named a Grantor, and the term "Grantor" as used herein shall include the owner of the beneficial title of the Mortgaged Property and the maker of the Note. The term "Beneficiary" shall include any; lawful owner, holder, pledgee or Assignees of any indebtedness hereby secured. The duties, covenants, conditions, obligations and warranties of Grantor in this Deed of Trust shall be joint and several obligations of Grantor and each Grantor if more than one, and Grantor's personal representatives, successors and assigns. Each party who executes this Deed of Trust, and each subsequent owner of the Mortgaged Property, or any part thereof, covenants and agrees that it will perform or cause to be performed, each condition, term, provision and covenant of this Deed of Trust.

EXECUTED this 1 day of ^{April} ~~March~~, 2014.

GRANTOR:

**Equitybuild, Inc., a Florida Corporation d/b/a EB
Equitybuild Capital, Inc**

BY: 
Jerry H. Cohen, President

THE STATE OF FL §

COUNTY OF Lee §

This instrument was acknowledged before me on this 1 day of ~~March~~^{April} 2014, by Jerry H. Cohen, President of Equitybuild, Inc, a Florida Corporation, d/b/a EB Equitybuild Capital, Inc.



Jessica Ann Baier
Notary Public in and for the State FL

Return after recording:
BOUMAN KRAUS, PC
13910 Champion Forest Drive, Ste. 110
Houston, Texas 77069

LENDER The persons listed on Exhibit A to the Note C/O EQUITYBUILD FINANCE, LLC 5068 WEST PLANO PKWY #300 PLANO, TX 75093	BORROWER EQUITYBUILD, INC. 1083 N COLLIER BLVD. #132 MARCO ISLAND, FL 34145
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**COMMERCIAL FLAT
 RATE PROMISSORY
 NOTE**
 With Balloon Payment
 Illinois

Interest Rate	Principal	Funding Date	Maturity Date	Loan Number
15% For 24 Months	\$2,200,000	01/30/2015	02/01/2017	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 **TWO MILLION TWO HUNDRED THOUSAND and 00/100 DOLLARS (\$2,200,000.00)**, together with interest from the above date at the interest rate of **FIFTEEN PERCENT (15.0%)** 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 **TWENTY-FOUR (24)** installments as follows:

- a) ONE (1) interest payment in the amount of **NINE HUNDRED SIXTEEN and 67/100 DOLLARS (\$916.67)**, beginning on or before **JANUARY 30, 2015**; and
- b) **TWENTY-TWO (22)** equal and consecutive interest only payments in the amount of **TWENTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$27,500.00)**, beginning on or before **MARCH 01, 2015** and continuing each and every month thereafter; and
- c) One (1) final balloon payment on or before **FEBRUARY 01, 2017**, 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 **FEBRUARY 01, 2017** ("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

5201-5207 W WASHINGTON BLVD., CHICAGO, IL 60644, 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. Fails to provide Lender evidence of satisfactory financial condition;
- m. 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;
- n. 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;
- o. 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;
- p. 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; 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 at 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 **February, 2015**, 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 to 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.

28. **Financial Information.** Borrower will at all times keep proper books of record and account in which full, true and correct entries shall be made in accordance with generally accepted accounting principles and will deliver to Lender, within ninety (90) days after the end of each fiscal year of Borrower, a copy of the annual financial statements of Borrower relating to such fiscal year, such statement to include (i) the balance sheet of Borrower as at the end of such fiscal year (ii) the related income statement, statement of retained earnings and statement of cash flow of Borrower for such fiscal year, prepared by such certified public accountants as may be reasonably satisfactory to Lender. Borrower also agrees to deliver to Lender within fifteen (15) days after filing same, a copy of Borrower's income tax returns and also, from time to time, such other financial information with respect to Borrower as Lender may request.

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: 1-30-15

BORROWER(S):

Jerry Cohen (SEAL)
JERRY COHEN, President

STATE OF Florida, COUNTY OF Lee ss:

On this 30 day of January, 2015, before me, a notary public, personally appeared Jerry Cohen, 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.

Jessica Ann Baier
NOTARY PUBLIC

My Comm. Expires: July 26, 2017



<u>Lender Name</u>	<u>Principal Amount</u>	<u>Percentage of Loan</u>
Edge Investments, LLC	\$50,000	2.27%
iPlanGroup Agent for Custodian FBO Yvette Sahai	\$28,780	1.31%
iPlanGroup agent for custodian FBO Clifton Armoogam	\$21,500	0.98%
American IRA, LLC FBO Kevin Lyons IRA	\$50,000	2.27%
INITIUM LLC c/o Harry Saint-Preux	\$100,000	4.55%
iPlanGroup Agent for Custodian FBO Dennis McCoy IRA	\$76,667	3.48%
Vivek Pingili	\$130,213	5.92%
iPlanGroup Agent for Custodian FBO Gary Burnham Jr Family HAS	\$14,253	0.65%
iPlanGroup Agent for Custodian FBO Raegan Burnham Roth IRA	\$3,171	0.14%
Gary R. Burnham Jr. Solo 401K Trust	\$30,000	1.36%
Equity Trust Company Custodian FBO Margaret Morgan IRA CESA	\$50,000	2.27%
Arthur L and Dinah F Bertrand	\$225,000	10.23%
Rene Hribal	\$95,000	4.32%
Mark Young	\$50,000	2.27%
Scott E. Pammer	\$50,000	2.27%
Hang Zhou and Lu Dong	\$50,000	2.27%
Ronald Shaver	\$50,000	2.27%
Quest IRA, Inc. FBO Francis Webb IRA	\$50,000	2.27%
Louis Duane Velez LLC	\$50,000	2.27%
William Burk	\$50,000	2.27%
Soujanya S. Simhadri	\$25,000	1.14%
AMark Investment Trust	\$375,000	17.05%
Quest IRA, Inc. FBO Steven K. Chennappan IRA	\$50,000	2.27%
South Florida Realty Management & Investments - Fredric R. Gottlieb, Pres.,	\$75,000	3.41%
Robert Demick	\$50,000	2.27%
iPlanGroup Agent for Custodian FBO Michael Borgia IRA	\$400,416	18.20%

IL: Commercial Flat Rate Promissory Note

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Borrower's Initials: 

Mail To:

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

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 30, 2015. 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 Two Hundred Thousand and 00/100 Dollars (U.S. \$2,200,000.00). This debt is evidenced by Borrower's two notes dated the same date as this Security Instrument, which provides for a final payment of the full debt, if not paid earlier, due and payable February 1st, 2017. This Security Instrument secures to Lender:

(a) the repayment of the debt evidenced by the Notes, 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 Notes. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

PIN: 16-09-324-006-0000

which has the address of 5201-5207 W Washington Blvd. Chicago, IL 60644 ("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 Notes and any prepayment and late charges due under the Notes.

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 Notes: (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 Notes 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 Notes conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Notes which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Notes are declared to be severable.

8. **Borrower's Copy.** Borrower shall be given one conformed copy of the Notes 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:

 (SEAL)
Jerry Cohen, BORROWER

_____ [Space Below This Line For Acknowledgement] _____

STATE OF FLORIDA, Lee 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 30 day of January, 2015.

My Commission expires:



{Seal}

Jessica Ann Baier
Notary Public

<u>Lender Name</u>	<u>Principal Amount</u>	<u>Percentage of Loan</u>
Edge Investments, LLC	\$50,000	2.27%
iPlanGroup Agent for Custodian FBO Yvette Sahai	\$28,780	1.31%
iPlanGroup agent for custodian FBO Clifton Armoogam	\$21,500	0.98%
American IRA, LLC FBO Kevin Lyons IRA	\$50,000	2.27%
INITIUM LLC c/o Harry Saint-Preux	\$100,000	4.55%
iPlanGroup Agent for Custodian FBO Dennis McCoy IRA	\$76,667	3.48%
Vivek Pingili	\$130,213	5.92%
iPlanGroup Agent for Custodian FBO Gary Burnham Jr Family HAS	\$14,253	0.65%
iPlanGroup Agent for Custodian FBO Raegan Burnham Roth IRA	\$3,171	0.14%
Gary R. Burnham Jr. Solo 401K Trust	\$30,000	1.36%
Equity Trust Company Custodian FBO Margaret Morgan IRA CESA	\$50,000	2.27%
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Rene Hribal	\$95,000	4.32%
Mark Young	\$50,000	2.27%
Scott E. Pammer	\$50,000	2.27%
Hang Zhou and Lu Dong	\$50,000	2.27%
Ronald Shaver	\$50,000	2.27%
Quest IRA, Inc. FBO Francis Webb IRA	\$50,000	2.27%
Louis Duane Velez LLC	\$50,000	2.27%
William Burk	\$50,000	2.27%
Soujanya S. Simhadri	\$25,000	1.14%
AMark Investment Trust	\$375,000	17.05%
Quest IRA, Inc. FBO Steven K. Chennappan IRA	\$50,000	2.27%
South Florida Realty Management & Investments ^{LLC} -Fredric R.Gottlieb, Pres., i	\$75,000	3.41%
Robert Demick	\$50,000	2.27%
iPlanGroup Agent for Custodian FBO Michael Borgia IRA	\$400,416	18.20%

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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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/02/2018 11:07 AM PG: 1 OF 2

1711151111

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. 01R16301528
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.

[Signature]

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

10/5

WARRANTY DEED
ILLINOIS STATUTORY



Doc# 1800245013 Fee \$42.00
 SHSP FEE:\$9.00 RPRF FEE: \$1.00
 KAREN A. YARBROUGH
 COOK COUNTY RECORDER OF DEEDS
 DATE: 01/02/2018 10:59 AM PG: 1 OF 3

Commitment No.: 17114151AIL

THE GRANTOR, **EQUITYBUILD, INC.**, a corporation created and existing under and by virtue of the laws of the State of Florida and duly authorized to transact business in the state of Illinois, for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration, in hand paid, and pursuant to authority given by the Board of Directors of said corporation, CONVEY(S) and WARRANT(S) to **PRE HOLDINGS 2, LLC**, an Illinois limited liability company, of 640 N. LaSalle Drive, Suite 638, Chicago, Illinois 60654, the following described Real Estate situated in the County of Cook in the State of Illinois, to wit:


SEE ATTACHED LEGAL DESCRIPTION.



SUBJECT TO: General real estate taxes not due and payable at the time of Closing; public utility easements of record which do not underlie the improvements; the approved leases; covenants, conditions and restrictions of record; and building lines and easements, if any.

Permanent Real Estate Index Number(s): **21-30-301-030-0000**

Addresses of Real Estate: **109-111 N. Laramie Avenue/5149-59 W. West End Avenue, Chicago, Illinois 60644; 400-02 S. Kilbourne Avenue/4505-09 W. Van Buren Street, Chicago, Illinois 60624 and 5201-07 W. Washington Blvd./52-58 N. Laramie Avenue, Chicago, Illinois 60644**

SIGNATURE PAGE TO FOLLOW.

REAL ESTATE TRANSFER TAX		29-Dec-2017
	CHICAGO:	12,825.00
	CTA:	5,130.00
	TOTAL:	17,955.00 *

REAL ESTATE TRANSFER TAX		02-Jan-2018
	COUNTY:	855.00
	ILLINOIS:	1,710.00
	TOTAL:	2,565.00
16-09-420-001-0000		20171101660791 0-880-682-016

16-09-420-001-0000 | 20171101660791 | 1-331-943-456

* Total does not include any applicable penalty or interest due.

Warranty Deed

RECORD REVIEW 

In Witness Whereof, said party of the first part has caused its name to be signed to these presents by its President this 28 day of November, 2017.

EQUITYBUILD, INC., a Florida Corporation

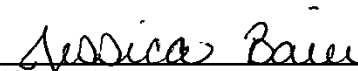
By: 
Jerry Cohen, as President

STATE OF Florida, COUNTY OF manatee SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Jerry Cohen, personally known to me to be the President of EquityBuild, Inc., and personally known to me to be the same person whose name is subscribed to the forgoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 28 day of November, 2017.




Notary Public

Prepared by:

Rock Fusco & Connelly, LLC
Ioana Salajanu
321 N. Clark Street Suite 2200
Chicago, IL 60654

Mail to:

Krusha Patel
Pangea Properties
640 N La Salle Street, Suite 638
Chicago, IL 60654

Name and Address of Taxpayer:

PRE Holdings 2 LLC
640 N. LaSalle Drive, Ste. 638
Chicago, Illinois 60654

Warranty Deed

LEGAL DESCRIPTION

PARCEL 1

LOTS 1, 2 AND 3 IN R.L. MARTIN'S SUBDIVISION OF BLOCK 7 IN DERBY'S ADDITION TO CHICAGO A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 9 TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-09-420-001-0000
Common Address: 109 N. LARAMIE AVE, Chicago, IL 60644

PARCEL 2

LOTS 1, 2, 3 AND 4 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 Index Number: 16-09-324-006-0000
Common Address: 5201 W WASHINGTON BLVD, CHICAGO, IL 60644

PARCEL 3

LOTS 1 AND 2 IN BLOCK 2 IN COUNSELMAN'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 16-15-128-020-0000
Common Address: 400 S KILBOURN AVE, CHICAGO, IL 60624



Padfield & Stout, LLP
Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

3/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 078983

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/9/2018	AP	Review white paper from client and forward to Jeff for preliminary analysis. Confer with Jeff and e-mail Anson re: conference call on Monday.	0.60	\$365.00	\$219.00
2/9/2018	JL	Review potential new client matter and evaluate same. Review deed records, online info, etc. and discuss with ABP.	0.70	\$300.00	\$210.00
2/12/2018	JL	Prepare for new client call. Pull relevant Reg D Filings and briefly review same and evaluate. Review docs provided by client in anticipation of call on same. Call with client regarding various issues and background.	1.80	\$250.00	\$450.00
2/12/2018	AP	Meet with Jeff to prepare for call with Anson. Conference call with Anson re: next steps and strategy moving forward prior to formal demand letter from our firm.	1.00	\$365.00	\$365.00
2/13/2018	TN	Opened new file, reviewed and organized documents provided by client.	0.30	\$125.00	\$37.50
2/14/2018	JL	Review docs provided by client and assess contents of same. Exchange emails with client regarding next steps, revised email, etc. Confer with ABP regarding background and response. Assess SOL issues and exchange emails with client to establish timeline on Houston property.	1.80	\$300.00	\$540.00
2/14/2018	AP	Review and revise response from Anson to Shaun. Discuss limitations on Houston property and no issues (initial maturity was November 2014); Evaluate Br Fid Duty limitations based on failure to consent to requested loan extensions – Jeff to report back regarding the same.	0.40	\$365.00	\$146.00
2/21/2018	JL	Review response from Shaun and client. Assess next steps and discuss with ABP.	0.30	\$300.00	\$90.00
2/21/2018	AP	Read Shaun proposal and client response. Discuss options and next steps with Jeff.	0.30	\$365.00	\$109.50

2/22/2018	JL	Review and discuss next steps with ABP and evaluate property at issue. Review various appraisal information and prepare proposed response to Anson. Evaluate DOT and potential for cross-collateralization. Confirm all parties are the same in the various docs and in Washington transaction. Detail same in email to Client. Call with client regarding points of clarification based on Shaun's email. Revise proposed email in light of same.	1.60	\$300.00	\$480.00
2/25/2018	AP	E-mail client suggested next steps in response to latest e-mail from Shaun. Schedule conference call for Monday.	0.20	\$250.00	\$50.00
2/26/2018	JL	Review various emails, docs, and other information related to this matter and provided by Equitybuild and client. Call with client outlining next steps and begin preparing email related to same. Prepare affidavit for Shaun to sign related to debt on Bingham property and draft emails response for client to send. Review relationship between HMC and EBF and revise affidavit to account for same.	1.80	\$300.00	\$540.00
2/26/2018	MF	Conference with ABP/JL regarding facts of case and necessary lawsuit.	0.30	\$275.00	\$82.50
2/26/2018	AP	Conference call with Anson re: next steps and outline same. Revise and finalize e-mail reply to Shaun for Markwell to send. Review default interest calculations by Anson.	0.80	\$250.00	\$200.00
2/27/2018	MF	Detailed review of file for facts and details and conference with JL regarding the same. Researched all defendants. Began drafting lawsuit and demand letter.	4.10	\$275.00	\$1,127.50
2/27/2018	JL	Confer with MF regarding background and information so he can prepare lawsuit to be included as part of demand letter. Evaluate and discuss various COAs related to same.	0.50	\$300.00	\$150.00
2/27/2018	AP	Outline draft lawsuit related to Washington property and default re: same.	0.80	\$365.00	\$292.00
2/28/2018	AP	Review Shaun response and evaluate next steps and options. Analyze Washington sale price \$1.7M versus initial loan balance of \$2.2M and consider one final reply to Shaun.	0.30	\$365.00	\$109.50
2/28/2018	AP	Analyze and Outline lawsuit filing options. Review and revise lawsuit and confer with Pence re: filing lis pendens tomorrow. Review Shaun e-mails re: continuing inability to provide requested information.	0.80	\$365.00	\$292.00
2/28/2018	JL	Review and exchange emails with client and Shaun regarding this matter. Review Deed to ascertain sales price based upon RE Transfer tax. Coordinate REIS report request per concerns related to DoT. Discuss next steps and concerns with MF/ABP. Evaluate next steps and discuss same with Client. Review draft lawsuit and provide feedback revisions to same to be included prior to filing. Exchange emails with client and coordinate filing with Houston counsel.	2.40	\$300.00	\$720.00
2/28/2018	MF	Conference with ABP/JL/client regarding case strategy and structure. Finished drafting lawsuit and sent to JL/ABP for review and drafted lis pendens and demand letter. Circulated for review.	4.10	\$275.00	\$1,127.50
2/28/2018	SB	Drafted and sent title search request to REIS via email.	0.10	\$125.00	\$12.50
2/28/2018	MDG	Review service methods from petition. Confer with MF regarding same.	0.40	\$275.00	\$110.00
				<u>Total</u>	<u>Total</u>
				<u>Hours</u>	<u>Amount</u>
				25.40	\$7,460.50
			Total Amount Due	\$7,460.50	



Padfield & Stout, LLP
Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

4/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 080439

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/1/2018	MF	Reviewed and revised lawsuit, demand letter, lis pendens, and waivers and citation. Compiled and served.	2.20	\$275.00	\$605.00
3/1/2018	JL	Review comments to petition and information related to same. Confer with MF regarding impact on petition. Review demand letter and provide feedback and revisions prior to distributing.	0.70	\$300.00	\$210.00
3/1/2018	SB	Reviewed and organized OP and Exhibits A through F for filing. E-filed the same. Mailed copy as well.	1.00	\$125.00	\$125.00
3/1/2018	GAP	Email correspondence with Matt Fronda and staff regarding filing of Lis Pendens; receipt and review of copy of lawsuit and Lis Pendens form; edit, revise and execute same; travel to courthouse and record same with real property clerk; return to office; forward copy to Matt Fronda and staff.	1.40	\$325.00	\$455.00
3/1/2018	AP	Reviewed draft Petition. Conferred with MF and JVL re final revisions, confirmed addresses for service.	0.40	\$365.00	\$146.00
3/5/2018	MF	Call with client regarding case strategy and reviewed correspondence regarding the same.	0.40	\$275.00	\$110.00
3/5/2018	JL	Review emails from Jerry Cohen and discuss response with client, other issues and evaluate same. Prepare draft response.	1.20	\$300.00	\$360.00
3/5/2018	AP	Conference call with Anson re: next steps and suggest in person meeting only or proceed with lawsuit. Discuss Washington property purchaser and review website related to the same.	0.50	\$365.00	\$182.50
3/6/2018	MF	Review correspondence regarding settlement options and case strategy.	0.20	\$275.00	\$55.00
3/6/2018	SB	Reviewed returned email from REIS. Saved documents to file and printed invoice for CB. Forwarded the same to JL for review.	0.20	\$125.00	\$25.00
3/6/2018	JL	Exchange emails regarding strategy and amounts due and review communications provided by Jerry Cohen and client. Review REIS report and provide update on same to client.	0.30	\$300.00	\$90.00

3/6/2018	AP	Exchange e-mails with Jerry Cohen and review his calculation. Review REIS report showing weed lien by City of Houston.	0.20	\$365.00	\$73.00
3/7/2018	AP	Exchange e-mails with Jerry and e-mail Anson re: same and outline short term arrangement agreed judgment security.	0.30	\$365.00	\$109.50
3/7/2018	JL	Review and exchange emails from Client and Cohen. Briefly discuss next steps and options with ABP in anticipation of call with client.	0.20	\$300.00	\$60.00
3/8/2018	JL	Multiple calls with client evaluating next steps. Exchange emails regarding same and draft response that we discussed. Review feedback from client regarding various contract terms and conditions and discuss same.	1.80	\$300.00	\$540.00
3/8/2018	MF	Reviewed correspondence regarding settlement options and conference with JL regarding the same. Exchanged emails with ABP regarding the same.	0.30	\$275.00	\$82.50
3/8/2018	AP	Conference call with Anson re: next steps in light of Jerry seeking payment arrangement and asserting no triggering liquidity event. Anson to review loan docs re: liquidity event to eliminate same. Discuss reply to Jerry and prepare same and send reply. Receive response from Jerry with 4 payment settlement offer and forward same to Anson with suggested approach and request for conference to assess and discuss the same. Conference with Anson and outline next steps and response to \$500K payout over 4 years.	1.90	\$125.00	\$237.50
3/9/2018	AP	Numerous e-mail exchanges with Jerry and client re: settlement payout negotiations, terms and related matters. Conference call with Anson re: next steps in light of acceptable 4 month payout of \$550K total and explain agreed judgment lis Pendes, etc.	2.70	\$365.00	\$985.50
3/9/2018	JL	Review numbers proposed by client and draft responses and various emails related to same. Exchange emails with ABP and Cohen regarding possible settlement of this matter. Call with client regarding next steps, strategy, and possible AJ structure.	1.70	\$300.00	\$510.00
3/9/2018	MF	Reviewed and revised correspondence between defendant and ABP and conference with JL regarding the same.	0.50	\$275.00	\$137.50
3/12/2018	AP	E-mail detailed settlement terms to Jerry.	0.30	\$365.00	\$109.50
3/15/2018	JL	Confer with ABP regarding next steps. Draft and exchange emails with Cohen regarding next steps and delay.	0.20	\$300.00	\$60.00
3/15/2018	AP	E-mail to Jerry Cohen regarding negotiations are over. Coordinate issuance of citations and service of same.	0.20	\$365.00	\$73.00
3/16/2018	MF	Reviewed correspondence and worked with CB to request citations and arrange for service.	0.80	\$275.00	\$220.00
3/16/2018	CB	Review petition and draft service request forms for all citations to be issued. Phone call with district clerk's office regarding same. E-file request forms.	0.60	\$125.00	\$75.00
3/19/2018	AP	Exchange e-mails with Anson re: next steps and citation out for service.	0.20	\$365.00	\$73.00
3/21/2018	JL	Review and exchange various emails with client and internally. Advise client of process for obtaining service.	0.20	\$300.00	\$60.00
3/22/2018	MF	Reviewed file and conference with CB Re: service of process.	0.20	\$275.00	\$55.00
3/22/2018	CB	Phone call with Anita at District Clerk's office re issuance of citations. Discuss with MF. Follow up call with Anita. Email GP to request pick up of citations.	0.30	\$125.00	\$37.50
3/23/2018	GAP	Email correspondence with Claire Black; pick up citations and fedex same to C. Black.	0.30	\$325.00	\$97.50

3/26/2018	CB	Review and save all citations issued by the court. Forward 2 citations to Lamont for service. Assemble SOS citations with service copies. Draft transmittal letter to constable to serve SOS citations. Review and discuss letter with ABP. Phone call with server re status of papers to be served in Plano.	0.80	\$125.00	\$100.00
3/27/2018	MF	Reviewed file and worked with CB to coordinate service of process and order additional citations.	0.70	\$275.00	\$192.50
3/27/2018	JL	Discuss with ABP potential pre-J garnishment. Outline process for same in detailed email to client and seek his input regarding this remedy. Exchange emails regarding same.	0.40	\$300.00	\$120.00
3/27/2018	CB	Discuss service of citations with MF. Revise transmittal letter to constable. Prepare citations for mailing.	0.60	\$125.00	\$75.00
3/28/2018	JL	Review info provided by client and comments related to same. Confirm BA info and age of same. Exchange emails regarding Garnishment parties/defendants and discuss BA search with CB. Call with client regarding same and next steps.	0.40	\$300.00	\$120.00
3/28/2018	MF	Reviewed correspondence regarding pre-judgment garnishment and conference with ABP regarding the same.	0.20	\$275.00	\$55.00
3/29/2018	CB	Discuss cost of banks searches with MF and summarize in email. Draft request for citations and e-file same. Conference with JL and MF to finalize decision on bank searches. Request bank account searches.	0.60	\$125.00	\$75.00
3/29/2018	JL	Confer regarding bank account searches, various entities, and pricing. Exchange emails with client regarding options, fees, and next steps.	0.50	\$300.00	\$150.00
3/29/2018	MF	Reviewed file and coordinated service of process with process server. Conference with CB Re: bank accounts and garnishment.	0.40	\$275.00	\$110.00
3/29/2018	AP	Exchange e-mails re: PJ garnishment and bank searches. Exchange e-mails re: service of process on Shaun in Plano.	0.30	\$365.00	\$109.50
				<u>Total</u>	<u>Total</u>
				<u>Hours</u>	<u>Amount</u>
				26.30	\$7,066.50

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
3/1/2018	CB	Postage	1.00	\$21.30	\$21.30
3/1/2018	CB	Photocopies	100.00	\$0.10	\$10.00
3/1/2018	CB	Secretary of State - Online Research Fees	1.00	\$6.00	\$6.00
3/1/2018	CB	Filing Fee	1.00	\$283.46	\$283.46
3/6/2018	CB	Real Estate Title History	1.00	\$309.14	\$309.14
3/16/2018	CB	Filing Fee	1.00	\$86.94	\$86.94
3/23/2018	CB	FedEx	1.00	\$33.64	\$33.64
3/26/2018	CB	Photocopies	1020.00	\$0.10	\$102.00
3/26/2018	CB	Photocopies	100.00	\$0.10	\$10.00
3/26/2018	CN	Travis County - serve citations	1.00	\$225.00	\$225.00
3/26/2018	CN	TX SOS - serve citation	1.00	\$165.00	\$165.00

3/29/2018	CB	Filing Fee	1.00	\$25.21	\$25.21
3/30/2018	CB	Service Fee	1.00	\$176.20	\$176.20
3/30/2018	CB	Service Fee	1.00	\$50.00	\$50.00

				<u>Total Qty</u>	<u>Total Amount</u>
				1231.00	\$1,503.89

Total Amount Due \$8,570.39

Professional Discount of \$1,000 if paid in full by April 30, 2018

Amount due if paid by April 30, 2018	\$7,570.39
Amount due if paid after April 30, 2018	\$8,570.39



Padfield & Stout, LLP

Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

5/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 080740

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
4/2/2018	CB	Make chart to track status of citations. Email JL. E-file returns of service.	0.30	\$125.00	\$37.50
4/2/2018	JL	Exchange emails with staff and client regarding status of service and next steps on same. Advise that Shaun and Hard Money were served with 04/23 answer date.	0.10	\$300.00	\$30.00
4/3/2018	CB	Email GP to request pick up of additional citations.	0.10	\$125.00	\$12.50
4/6/2018	GAP	Email correspondence with Claire Black; pick up citations and FedEx same to C. Black.	0.20	\$325.00	\$65.00
4/6/2018	MF	Reviewed returns of service and sent to CB for filing.	0.20	\$275.00	\$55.00
4/9/2018	MF	Reviewed return of service and conference with CB Re: the same. Exchanged emails regarding pre-judgment garnishment.	0.20	\$275.00	\$55.00
4/9/2018	JL	Review BA results and summarize same in email for client. Confirm next steps with MF and evaluate timing of same.	0.40	\$300.00	\$120.00
4/9/2018	CB	Review and save new citations. Forward to servers.	0.30	\$125.00	\$37.50
4/9/2018	CB	Review and save officer's returns and SOS certificate of service. E-file same.	0.20	\$125.00	\$25.00
4/10/2018	Clerk	KK: Drafted Application for Writ of Garnishment, Affidavit in support of Application for Writ of Garnishment, constable service letter, and debtor notice letter	1.00	\$100.00	\$100.00
4/11/2018	Clerk	KK: Continued Drafting Plaintiff's Pre-Judgment Application for Garnishment	1.00	\$100.00	\$100.00
4/12/2018	CB	Review email from server regarding service on Jason Kraus. Email MF. Respond to server to specify personal service is needed.	0.10	\$125.00	\$12.50
4/12/2018	MF	Reviewed correspondence and exchanged emails with CB Re: service of process issues.	0.20	\$275.00	\$55.00
4/16/2018	MF	Reviewed and revised pre-judgment application for garnishment and sent to JL for review. Conference with JL regarding issues contained in the same.	0.70	\$275.00	\$192.50

4/16/2018	JL	Exchange emails internally regarding timing for service of Writ. Review draft of pleadings and discuss various items contained therein to assess next steps.	0.30	\$300.00	\$90.00
4/17/2018	MF	Amended garnishment documents per JL revisions and sent to client for execution.	0.20	\$275.00	\$55.00
4/17/2018	TN	Conferred with MF re status on Garnishment proceeding. Telephone conference with Harris Cty District Civil Intake Clerk re pre-judgment garnishment procedures. Prepared Harris Cty District Garnishment request form.	0.40	\$125.00	\$50.00
4/18/2018	MF	Finalized garnishment documents and filed.	0.20	\$275.00	\$55.00
4/18/2018	CB	Review return of service on EquityBuild and e-file same. Check status of service on all defendants, update chart, and calendar answer deadlines. Phone call to Texas SOS to request additional certificates of service. Follow up call from SOS re they have to resend citation for EquityBuild due to an error on their end.	0.70	\$125.00	\$87.50
4/18/2018	CB	Draft civil request form and e-file with pre-judgment garnishment application.	0.30	\$125.00	\$37.50
4/20/2018	CB	Check status of issuance of writ of garnishment- not yet issued.	0.10	\$125.00	\$12.50
4/20/2018	JL	Review information provided by client. Review emails related to garnishment status and timing of same. Provide information to client and exchange emails regarding same.	0.30	\$300.00	\$90.00
4/20/2018	CB	Email server for update on service of EquityBuild Finance through Shaun Cohen.	0.10	\$125.00	\$12.50
4/23/2018	CB	Phone call with server re service on Shaun Cohen. Discuss with MF. Email server to request affidavit of non-service.	0.20	\$125.00	\$25.00
4/23/2018	MF	Conference with JL regarding garnishment and service of process. Reviewed answer and removal documents and pulled federal court docket for court information.	0.60	\$275.00	\$165.00
4/23/2018	BG	Conferred with TN regarding judge assignments and local rules in Southern District of Texas.	0.20	\$250.00	\$50.00
4/23/2018	JL	Confer with client and inner office regarding options going forward. Receive and review answer and notice of removal. Exchange emails with client and internally regarding next steps.	0.30	\$300.00	\$90.00
4/23/2018	AP	Review Notice of Removal and alleged NY residence of Cohen presently since November 2017.	0.30	\$365.00	\$109.50
4/24/2018	MF	Exchanged emails with ABP and conducted research regarding conflict of interest. Began research regarding potential to join attorney as party to lawsuit.	1.20	\$275.00	\$330.00
4/25/2018	AP	Read Judge Rosenthal's procedures and forms.	0.80	\$365.00	\$292.00
4/26/2018	AP	Exchange e-mails with Anson and respond to his questions related to removal.	0.30	\$365.00	\$109.50
4/26/2018	MF	Review judge information and conference with ABP regarding the same. Pulled judge's rules and sent to client for review.	0.30	\$200.00	\$60.00
4/30/2018	TN	Reviewed DN2-Order Scheduling Rule 16 Conference and Setting out Requirements for Initial Pretrial work, saved and calendared all deadlines, dates.	0.30	\$125.00	\$37.50
4/30/2018	AP	Review court order for initial status conference and outline issues to address in conference call prior to status conference.	0.30	\$365.00	\$109.50

<u>Total</u>	<u>Total</u>
<u>Hours</u>	<u>Amount</u>
12.40	\$2,765.50

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
4/2/2018	CB	Filing Fee	1.00	\$8.75	\$8.75
4/5/2018	CB	Bank Account Search	1.00	\$70.00	\$70.00
4/6/2018	CB	FedEx	1.00	\$33.64	\$33.64
4/9/2018	CB	Filing Fee	1.00	\$8.75	\$8.75
4/13/2018	CB	Service Fee	1.00	\$90.00	\$90.00
4/18/2018	CB	Filing Fee	1.00	\$8.75	\$8.75
4/18/2018	CB	Filing Fee	1.00	\$291.69	\$291.69
4/30/2018	CB	Service Fee	1.00	\$95.00	\$95.00
			<u>Total Qty</u>		<u>Total Amount</u>
			8.00		\$606.58

Total Amount Due \$3,372.08



Padfield & Stout, LLP

Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

6/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 082266

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
5/2/2018	JL	Discuss with ABP next steps and potential issues. Review closing docs and discrepancies related to Kraus involvement and dates on various docs. Exchange emails with client regarding same. Confer with GP regarding background.	0.50	\$300.00	\$150.00
5/2/2018	AP	Assemble information and documents for George to get up to speed for assisting with litigation.	0.60	\$365.00	\$219.00
5/2/2018	SB	Reviewed file. Conferred with Attorneys.	0.10	\$125.00	\$12.50
5/2/2018	GAP	Email correspondence with Alan Padfield and staff; receipt and review of copies of previous email communications and live pleadings in preparation for upcoming docket control conference before Judge Rosenthal; review of docket report and download additional documents.	0.70	\$325.00	\$227.50
5/3/2018	JL	Review and exchange emails related to this matter and docs provided by client. Assess same and confer with ABP regarding next steps. Confer with SB regarding next steps and potential research related to EB Attorney.	0.80	\$300.00	\$240.00
5/3/2018	SB	Saved files/correspondence to client docs. Internet search after conferring with Attorney.	0.60	\$125.00	\$75.00
5/4/2018	SB	Research on EquityBuild via web.	0.60	\$125.00	\$75.00
5/8/2018	AP	Watch Bingham property video and scroll through property pictures. Read lawsuit and phone call with Kraus and e-mail him the settlement terms e-mail exchange.	0.80	\$365.00	\$292.00
5/9/2018	SB	Created new sub-directory in work product folder labeled Internet search. Obtained websites and photos of findings. Conferred with Attorney of the same.	0.50	\$125.00	\$62.50
5/10/2018	MF	Reviewed file and call the client regarding strategy and case issues.	0.70	\$275.00	\$192.50

5/10/2018	JL	Review scheduling order in anticipation of call with client as well as diligence completed by SB. Call with client regarding next steps, outstanding issues, etc. Have SB search for additional EB lawsuits in SDTX. Review PACER search results and assess dockets of same for COAs and history of litigation.	0.90	\$300.00	\$270.00
5/10/2018	SB	Conferred with Attorney and obtained case information via Pacer.	0.40	\$125.00	\$50.00
5/10/2018	AP	Conference call with Anson to discuss next steps and report on my initial call with Kraus and forwarded Cohen, pre-suit e-mail exchange. Anson to contact other Washington lenders to ascertain payment status for those lenders and report back to us. Matt to explore PJ Garnishment in federal court.	0.70	\$365.00	\$255.50
5/11/2018	Clerk	KK: Researched regarding pre-judgment garnishment in Federal Court and prepared research memorandum for ABP's review of the same	1.00	\$100.00	\$100.00
5/11/2018	Clerk	KK: Drafted federal application and affidavit for writ of garnishment	1.00	\$100.00	\$100.00
5/14/2018	MF	Reviewed judge's procedures and drafted Disclosure of Interested Persons, Joint Case Management Report, and Docket Control Order. Reviewed and revised and circulated. Call with GP and exchanged emails with Opposing Counsel regarding required conference.	3.60	\$275.00	\$990.00
5/14/2018	JL	Review emails from client related to other investors experience with EB. Exchange emails regarding timing for Discovery and case management plan/scheduling order and contents of same. Review disclosures/pleadings prepared by MF and provide feedback on same. Confirm info with client for same.	0.50	\$300.00	\$150.00
5/14/2018	SB	Created new subdirectory and saved communications.	0.10	\$125.00	\$12.50
5/14/2018	SH	File certificate of interested persons on ECF.	0.20	\$125.00	\$25.00
5/14/2018	AP	Outline Rule 26F Conference items for inclusions in draft and coordinate same for preparation by Matt and advise as to prior call and conference with counsel for Defendants. Revise and finalize filings per Court procedures. Exchange e-mails with Krause re: same and mandatory meeting availability.	1.30	\$365.00	\$474.50
5/14/2018	SH	File amended certificate of interested persons.	0.10	\$125.00	\$12.50
5/14/2018	GAP	Telephone conference and email correspondence with Alan Padfield and Matt Fronda; email correspondence with opposing counsel; receipt and review of copy of proposed Consent to Proceed Before Magistrate; provide opinion on choices; receipt and review of proposed Joint Status Report; review of live pleadings; preparation of outline of matters to be discussed with opposing counsel in tomorrow's conference call.	1.10	\$325.00	\$357.50
5/15/2018	AP	Exchange e-mails re: scheduling conference order and confirm extension for filing. Confer with Matt re: discovery formulation and disclosures.	0.80	\$365.00	\$292.00
5/15/2018	MF	Reviewed judge's procedures and conference with ABP/BG regarding case strategy and necessary action. Exchanged emails with opposing counsel regarding rule 26F report.	0.80	\$275.00	\$220.00
5/15/2018	GAP	Telephone conference and email correspondence with Alan Padfield and Matt Fronda; telephone conference with opposing counsel; receipt and review of redline changes from same.	0.50	\$325.00	\$162.50
5/16/2018	MF	Reviewed additional documents and correspondence and worked with KK to revise prejudgment garnishment.	1.10	\$275.00	\$302.50
5/16/2018	Clerk	KK: Made revisions to pre-judgment garnishment application as proposed by MF	0.50	\$100.00	\$50.00

5/16/2018	JL	Review docs provided by client and summary of issues identified within same. Exchange emails related to same.	0.20	\$300.00	\$60.00
5/16/2018	BG	Conferred with MF regarding case background and upcoming items that need to be completed; reviewed client e-mails regarding Defendants' actions.	0.60	\$250.00	\$150.00
5/16/2018	Clerk	KK: Drafted an additional section to the prejudgment garnishment reflecting the additional fraudulent transfer facts unveiled by the client	1.60	\$100.00	\$160.00
5/16/2018	AP	Exchange e-mails with Anson on recent Chicago EB transactions. Summarize same for Matt & Brandon to develop associated discovery. Review second report from Anson. Confer with Matt on initial scheduling order and forward same to Anson and request conference call time for tomorrow for him to educate us with his CFA background so we can explain the scam and use understanding of the scam for leverage.	1.30	\$365.00	\$474.50
5/17/2018	AP	Review client reports on 20 other sold properties and prepare for conference call. Conference call with Anson and review history of Washington property sold with 2 others to 3rd party buyer and compare same with sale of 20 properties by EB to new EB entity Liberty EBCB through loan from SSD1 Portfolio 7. Outline next steps and topics for discovery. Anson to send key old reports misrepresenting various stages of both properties for requests to establish fraud and misrepresentation. Anson to forward deeds for all 20 properties. Outline additional basis for TRO under TUFTA per Matt suggestion. Jeff to inquire as to securities filings and Colorado investigation. Revise Scheduling Order to address new items.	1.40	\$365.00	\$511.00
5/17/2018	JL	Confer with MF in anticipation of call regarding various issues and next steps. Call with client regarding background, details, next steps, etc. Review public records for SSDF7 and other entities involved in recent transaction. Review for Reg D. filing on same and summarize findings in internal email/notes. Review docs from Markwell and confer with MF regarding potential COAs and structure of claims. Review CO division of securities enforcement actions and evaluate same. No reference to Cohens/EB.	2.40	\$300.00	\$720.00
5/17/2018	BG	Conference call with JL, MF, ABP, and client regarding specifics of apparent scheme by Equity Builders, including information regarding properties transferred to potentially related companies.	1.40	\$250.00	No Charge
5/17/2018	BG	Conferred with MF regarding next steps and potential discovery issues to explore.	0.10	\$250.00	\$25.00
5/17/2018	SB	Created new sub-directories and saved all Cook County Deed records. Organized and renamed all files according to address.	0.80	\$125.00	\$100.00
5/17/2018	MF	Reviewed file and call with client regarding case issues and strategy. Worked with SB to review additional documents from client and exchanged emails with client regarding necessary additional information. Conducted research regarding injunction standards and amending pleadings and circulated.	4.20	\$275.00	\$1,155.00
5/18/2018	AP	Exchange e-mails with client re: additional information re: EB property transfers and extensive initial summary of the same. Outline response to settlement and review draft revisions to scheduling order. Revise draft settlement reply.	2.50	\$365.00	\$912.50
5/19/2018	MF	Reviewed correspondence regarding additional information from other investors. Reviewed and revised rule 26F report, drafted a proposed email to opposing counsel, and circulated to ABP for review.	1.20	\$275.00	\$330.00
5/20/2018	MF	Reviewed correspondence and drafted summary email for ABP/JL review. Circulated to Client.	0.60	\$275.00	\$165.00

5/20/2018	JL	Review and revise draft email to be sent to OC regarding facts and diligence to date. Exchange emails internally regarding same.	0.20	\$300.00	\$60.00
5/21/2018	SH	File the proposed scheduling and docket control order and the joint discovery/case management plan on ECF.	0.30	\$125.00	\$37.50
5/21/2018	MF	Conference with ABP, exchanged numerous emails with opposing counsel regarding rule 26F report, reviewed and revised, finalized, and filed. Began initial drafting a motion for leave to amend pleadings.	5.00	\$275.00	\$1,375.00
5/21/2018	JL	Review various pleadings and docs/emails from client and assess contents of same. Provide feedback related to same. Confer with MF and incorporate revisions into various pleadings/emails.	0.80	\$300.00	\$240.00
5/21/2018	GAP	Email correspondence with Alan Padfield and Matt Fronda; email correspondence with opposing counsel regarding preparation of Joint Report; settlement and other pending matters; receipt and review of redline changes proposed by both sides.	0.50	\$325.00	\$162.50
5/21/2018	BG	Prepared initial disclosures for review by MF.	0.80	\$250.00	\$200.00
5/21/2018	AP	Revise and finalize settlement e-mail to Kraus and Joint scheduling order. Exchange e-mails with Kraus re: same and request his redlined feedback. Coordinate next steps for case. Coordinate BK search for Cohen FL BKs and docket report review.	1.20	\$365.00	\$438.00
5/22/2018	MF	Conference with ABP/JL and continued research and drafting of motion for leave. Made arrangements for hearing per rule 16 and judge's procedures.	1.10	\$275.00	\$302.50
5/22/2018	SB	Reviewed two BK cases in Pacer and saved docket printouts of each for Attorney review.	0.20	\$125.00	\$25.00
5/22/2018	AP	Review initial summary of all EB subsequent entities (Illinois LLCs) and Delaware Holding Companies and identify additional Cooke County filings related to each we need to compile and identify. Confirm Bingham & Washington were acquired from Non-Equity Build owners based on deed record docs.	0.80	\$365.00	\$292.00
5/23/2018	MF	Call w/ Client and continued analysis of related EB entities and property transfers and drafting of Motion for Leave.	3.30	\$275.00	\$907.50
5/23/2018	JL	Confer with MF regarding various issues, case strategy and next steps in this matter and the litigation.	0.30	\$300.00	\$90.00
5/23/2018	BG	Conferred with MF regarding personal jurisdiction issue and pleading issue.	0.10	\$250.00	\$25.00
5/23/2018	AP	Initial review of updated property tracking chart in progress by Anson. Detailed review of prior Cohen BKs, including 523 adversary case from 1994 and FL BK case transferred to ED PA BK court per Trustee motion. Follow up with Sara re: docket for the same.	0.90	\$365.00	\$328.50
5/24/2018	SB	Reviewed/researched case in Pacer to find transferred bk case on J.Cohen. Printed docket sheet for Attorney review.	0.20	\$125.00	\$25.00
5/24/2018	MF	Reviewed additional documents and recording from client and call with client regarding strategy and necessary additional information. Conference with JL/ABP regarding the same.	1.40	\$275.00	\$385.00
5/24/2018	JL	Review spreadsheets and docs provided by client and review emails, audio clips, etc. Review MTD filed in this matter. Discuss and confer regarding strategy and next steps. Call with client regarding same.	1.50	\$300.00	\$450.00

5/24/2018	AP	Read Motion to Dismiss. Review and analyze updated client EB property tracking charts. Review additional lender e-mail updates to Anson and listen to March 24th audio EB update. Conference call with Anson to discuss next steps to wrap up property tracing project and ID of additional parties. Begin review of Jerry Cohen PA BK docket report – 120 pages, 1200 entries	1.30	\$365.00	\$474.50
5/25/2018	MF	Reviewed motion to dismiss and conference with BG regarding the same. Conference with ABP regarding personal jurisdiction issue and continued research in support of motion for leave.	2.10	\$275.00	\$577.50
5/25/2018	BG	Conferred with MF regarding action items for case and reviewed 12(b) motion for same; researched case law regarding corporate agent's tort liability.	1.00	\$250.00	\$250.00
5/29/2018	MF	Prepared for and attended telephonic hearing for status conference and exchanged emails with client regarding necessary additional information. Continued research and drafting of first amended complaint. Conference with each JL and ABP regarding the same.	3.40	\$275.00	\$935.00
5/29/2018	JL	Confer with MF regarding this matter, strategy, various entity states, and next steps.	0.30	\$300.00	\$90.00
5/29/2018	AP	Read Initial Disclosures from Defendants. Prepare and attend initial scheduling conference. Read Debbie Lasley e-mail to Anson including disclosure of "re-fi" and audio message from Shaun.	0.90	\$365.00	\$328.50
5/30/2018	BG	Conferred with MF regarding deadline to response to 12(b)(6) motion and researched same.	0.10	\$250.00	\$25.00
5/30/2018	AP	Review issues related to amended Complaint with Matt and outline new claims and causes of action including gross negligence, Willfull and malicious conduct and confession of judgment. Analyze lis pendens filings in Cooke County Illionois under applicable Illinois law and coordinate Darcy for filing of the same.	1.60	\$365.00	\$584.00
5/30/2018	MF	Continued extensive research and review of documents and continued drafting of first amended petition. Conference with ABP/JL regarding issues contained in the same, as well as potential dispositive motion.	4.20	\$275.00	\$1,155.00
5/30/2018	SB	Reviewed and calendared each deadline in regards to the Proposed Scheduling and Docket Control Order.	0.40	\$125.00	\$50.00
5/30/2018	JL	Review emails from client. Confer with MF regarding next steps, strategy and review prior communications related to Bingham and potential foreclosure based upon Cohen reps. Summarize and provide prior information related to same.	0.70	\$300.00	\$210.00
5/31/2018	MF	Continued review of documents and research of related issues. Call with client and conference with JL/ABP regarding the same.	3.20	\$275.00	\$880.00
5/31/2018	JL	Review fraud examples provided by client and exchange emails regarding assessment of same. Review initial fiduciary duty research and loans docs to assess language therein; confer with MF regarding findings. Discuss same with AP and continue researching. Review and call with client regarding fraud claims and multiple emails/timeline in support of same. Assess strategy and continued assessment of fiduciary waiver issue.	3.50	\$300.00	\$1,050.00
5/31/2018	AP	Review numerous e-mails from Anson with fraud points, supporting e-mails and discuss status of amended Complaint. Review disclaimer of fiduciary duty research and re-focus the same to also research Illinois law. Confer with Matt and Jeff, on direction and detail of fraud allegations.	1.90	\$365.00	\$693.50
5/31/2018	Clerk	KK: Research regarding waiving fiduciary duties; prepared research memorandum for ABP and JL's review	3.00	\$100.00	\$300.00

<u>Total</u>	<u>Total</u>
<u>Hours</u>	<u>Amount</u>
85.00	\$23,080.00

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
5/24/2018	CB	Photocopies	120.00	\$0.10	\$12.00
5/30/2018	CB	Photocopies	102.00	\$0.10	\$10.20
5/31/2018	CB	PACER Search total for the month	1.00	\$8.30	\$8.30
				<u>Total Qty</u>	<u>Total Amount</u>
				223.00	\$30.50

Total Amount Due \$23,110.50



Padfield & Stout, LLP
Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

7/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 082453

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
6/1/2018	MF	Continued review of additional documents and drafting of first amended complaint. Conference with ABP/JL regarding the same.	6.30	\$275.00	\$1,732.50
6/1/2018	JL	Review and discuss strategy related to Amended Complaint with MF. Review, revise, and provide feedback regarding draft Amended Complaint and confer with MF on same. Confer with KK regarding fiduciary duty waiver research and findings in IL. Seek to locate initial solicitations from both properties as well as HCAD values.	1.60	\$300.00	\$480.00
6/1/2018	SB	Printed and organized documents for review. Conferred with Attys.	0.20	\$125.00	\$25.00
6/1/2018	BG	Researched local rules regarding briefs and amended filings.	0.20	\$250.00	\$50.00
6/1/2018	AP	Review and revise amended complaint and re-structure factual background to address fraudulent transfers into 2 categories; first to reveal the fraudulent scheme overall and second to reveal the transfer of EB assets to other Cohen entities to make EB insolvent after numerous secured loans were systematically converted into unsecured loans with regard to many EB investors. Review initial proposals for both Bingham and Washington properties with regard to purported plan for the loaned funds in regards to property improvements and development. Include additional fraud facts and also include CAD FMV for both properties at the time of the initial loans to EB to emphasize the purported intended use of the loaned funds, which never happened. Conference with Anson re: EB update on conversion to equity and review history of struggles and incorporate these into amended complaint. Review additional pro formas and updates reflecting fraud and misrepresentations on both Bingham & Washington. Confer with Matt & Krista on fid duty research and review conclusion and cases re: same.	4.80	\$365.00	\$1,752.00
6/2/2018	MF	Continued review of additional documents and drafting of first amended complaint. Circulated to a ABP/JL for review.	4.90	\$275.00	\$1,347.50
6/3/2018	JL	Review emails, summaries, and revised Amended Complaint provided by MF and provided suggested revisions/comments to same.	0.70	\$300.00	\$210.00

6/3/2018	MF	Reviewed additional revisions to First Amended Complaint, reviewed and revised, and circulated. Summarized pro forma issue and exchanged emails w/ ABP/JL regarding the same.	0.30	\$275.00	\$82.50
6/3/2018	AP	Review and redline amended Complaint and exchange e-mails with Jeff and Matt re: same.	1.60	\$365.00	\$584.00
6/4/2018	AP	Review and Exchange e-mails with client re: EB updates and history of excuses and missteps for both properties in order to plead specifics in the amended complaint. Review various critical "old confessions" as to alleged past problems and ascertain the recurring consistent theme has been for years that lender's EB secured debts must be converted to unsecured debts, then to equity of EB. Review and revise the amended complaint.	3.00	\$365.00	\$1,095.00
6/4/2018	JL	Review comments/revisions to Amended Complaint. Review pro forma and other docs related to Washington and exchange emails regarding representations and impact of same contained therein. Discuss various revisions and facts as well as timeline contained within Complaint with MF. Detailed review of Bingham timeline and representations made at various times since funding and summarize/highlight items needed for same; confer with MF regarding next steps and how to incorporate into complaint. Review revised complaint and other docs from client and provide suggestions and feedback on same.	4.30	\$300.00	\$1,290.00
6/4/2018	MF	Continued review of additional documents and drafting of amended complaint. Conference with JL/ABP regarding the same.	4.40	\$275.00	\$1,210.00
6/5/2018	MF	Continued review of documents and drafting Amended Complaint.	6.90	\$275.00	\$1,897.50
6/5/2018	JL	Review comments and docs provided by client in relation to Amended Complaint. Confer with MF regarding various facts. Evaluate potential breach of docs for commingling of funds based on HUD statement information. Exchange emails regarding same. Review G-Slow pleadings and BK filing of Guarantor/Principal related to same. Seek to contact law firm representing G-Slow in such litigation with EB.	1.50	\$300.00	\$450.00
6/5/2018	SB	Searched in Pacer for bk cases. Reviewed docket, conferred with Attorney and saved to file. Reviewed docket on bk for Kenneth Asbridge Jr. and saved pleadings as needed. Printed and highlighted relation to EB. Searched for other cases regarding the same.	1.00	\$125.00	\$125.00
6/5/2018	Clerk	KK: Further research regarding disclaiming fiduciary obligations in Texas	2.00	\$100.00	\$200.00
6/5/2018	AP	Review and revise Draft 5. Confer with Matt on revisions to claims to separate by defendant and breach. Review client comments to Draft 5 and information he submitted late yesterday and notate additions to be included in Draft 6. Review G-Slow owner BK filing and ID counsel for G-Slow with unpaid atty fee invoices related to EB lawsuit. Confer with Jeff re: inquiry to G-Slow counsel re: EB lawsuit and any insight regarding the same former counsel is willing to share. Outline further dissection to specify and detail claims and causes of action as to specific defendants as to various and specific grounds and detail unique damage model re: various claims.	3.80	\$365.00	\$1,387.00
6/6/2018	SB	Research via web regarding Notary, Miluska Rios. Reviewed Petition (EB v. G-Slow) to obtain dates as to when agreements began on 14 properties.	0.70	\$125.00	\$87.50
6/6/2018	JL	Confer with MF regarding status of Markwell Amended Complaint and minor issues remaining related to same. Discuss strategy and confer with SB regarding info needed from G-Slow petition. Review, revise and provide comments on v6 of amended complaint.	0.70	\$300.00	\$210.00
6/6/2018	Clerk	KK: Conference with the Archives Director of the Eastern District of Pennsylvania Bankruptcy Court to obtain copies of the statement of financial affairs and schedule for a 1996 bankruptcy case for Jerry Cohen	0.30	\$100.00	\$30.00

6/6/2018	MF	Continued review of documents and revision of first amended complaint.	7.40	\$275.00	\$2,035.00
6/6/2018	Clerk	KK: Filled out document request form for the eastern district bankruptcy court archives division and faxed the same	0.20	\$100.00	\$20.00
6/6/2018	AP	Review additional information from Anson related to delinquent taxes and discuss status of Draft 6 and final aspects related to the same, including aiding and abetting as to new defendants as well as delayed reporting of Cooke county deed record filings likely explaining deeds not yet recorded for 3 EB properties apparently transferred. Review and comment on Draft 6.	3.30	\$365.00	\$1,204.50
6/6/2018	BG	Researched aiding and abetting cause of action; researched mootness in relation to 12(b)(6) motions; attempted to confer with the Court regarding pending 12(b)(6) and whether it was now moot; began preparing response to 12(b)(6); conferred with Court to confirm no response is now necessary due to order allowing leave to amend complaint.	2.60	\$250.00	\$650.00
6/7/2018	JL	Provide suggested revisions to MF and discuss same.	0.20	\$300.00	\$60.00
6/7/2018	MF	Continued review of documents and revision of first amended complaint.	2.20	\$275.00	\$605.00
6/8/2018	AP	Review several e-mails with EB information from client. Complete review and revisions to Draft 6 of Complaint.	3.50	\$365.00	\$1,277.50
6/8/2018	MF	Continued review of documents and drafting of first amended complaint. Finalized and sent to opposing counsel with final statement demand.	5.10	\$275.00	\$1,402.50
6/8/2018	JL	Exchange emails with client and review same. Confer with MF regarding final revisions and provide feedback on same.	0.20	\$300.00	\$60.00
6/10/2018	AP	Read Draft Complaint with focus on adjustments to causes of action.	1.50	\$365.00	\$547.50
6/11/2018	AP	Read and revise Draft 6 Complaint and detail additions and changes. Confer with Matt re: same. Review RICO elements and potential cause of action. Confer with Krista re: research related to same and applicability to 401K funds. Outline RICO claim. Exchange e-mails with Anson and Kraus re: deadline to settle is 3 PM tomorrow.	3.90	\$365.00	\$1,423.50
6/11/2018	MF	Worked with KK to research RICO statute and made final revisions to First Amended Complaint. Exchanged emails w/ Opposing Counsel/Client/ABP regarding settlement options. Drafted Demand Letter to Chicago law firm, reviewed and revised, and conference w/ ABP regarding transmission strategy.	4.10	\$275.00	\$1,127.50
6/11/2018	JL	Confer with Clerk regarding where funds for investment were derived and background on same. Provide additional docs for review. Review emails and letter to Chicago counsel and confer with MF regarding strategy.	0.30	\$300.00	\$90.00
6/11/2018	GAP	Email correspondence with all counsel regarding settlement.	0.20	\$325.00	\$65.00
6/12/2018	MF	Finalized First Amended Complaint and filed.	0.40	\$275.00	\$110.00
6/12/2018	SH	File Amended Complaint adding fourteen new defendants.	0.50	\$125.00	\$62.50
6/12/2018	SH	Download and save to file all file marked copies of amended complaint and exhibits.	0.30	\$125.00	\$37.50
6/12/2018	SH	Draft summons on new defendant for attorney review before proceeding on other defendants.	0.20	\$125.00	\$25.00
6/12/2018	AP	Conference call with Anson to discuss latest formation options and exit strategy.	0.40	\$365.00	\$146.00

6/13/2018	AP	Review settlement proposal and discuss same with Jeff and Matt. Outline options and potential direction for settlement in light of disclosures. Conference call with Anson to discuss same and chart next steps. Discuss Illinois lis pendens and agree to hold summons for week to explore potential settlement.	0.70	\$365.00	\$255.50
6/13/2018	MF	Reviewed correspondence from opposing counsel, conference with ABP/JL regarding the same, and call with client. Drafted response to opposing counsel and worked with JL to outline in Chicago lis pendens process. Reviewed docket for next steps in litigation absent settlement.	2.10	\$275.00	\$577.50
6/13/2018	JL	Review settlement proposal from OC and confer with MF regarding same. Discuss issues with Bingham property related liens and docs received to date regarding same. Review docs and assess rights and requirements to pursue foreclosure acts. Confer with client and other attorneys regarding options and next steps. Discuss Lis Pendens with MF and preparing same for filing in Illinois.	1.50	\$300.00	\$450.00
6/13/2018	MDG	Confer with MF regarding long-arm service of federal suit.	0.20	\$275.00	\$55.00
6/13/2018	SH	Draft all summons for new defendants.	0.40	\$125.00	\$50.00
6/13/2018	SH	Prepare all summons for filing. File on ECF.	0.50	\$125.00	\$62.50
6/13/2018	GAP	Email correspondence with all counsel regarding settlement; receipt and review of proposed amended complaint with correspondence.	0.20	\$325.00	\$65.00
6/14/2018	MF	Reviewed additional documents and exchanged emails with opposing counsel regarding settlement. Drafted agreed protective order and circulated.	1.20	\$275.00	\$330.00
6/14/2018	JL	Exchange emails with OC regarding protective order and review proposed form of same. Discuss various provisions with MF prior to finalizing including revisions related to use of information.	0.50	\$300.00	\$150.00
6/15/2018	SH	Discuss agreed protective order with M. Fronda. Call and email to case manager regarding same. Upload agreed protective order on ECF.	0.30	\$125.00	\$37.50
6/15/2018	AP	Coordinate filing of agreed protective order and forward entered protective order to Matt and Jason Kraus.	0.40	\$365.00	\$146.00
6/19/2018	MF	Conference with ABP regarding release status and exchanged emails with opposing counsel regarding the same.	0.10	\$275.00	\$27.50
6/20/2018	JL	Review docs and summarize properties we need to file lis pendens against in Illinois. Exchange emails with IL counsel regarding same and potential assistance. Review relevant law related to IL lis pendens and discuss same with counsel as well as background and next steps.	0.90	\$300.00	\$270.00
6/20/2018	MF	Reviewed file, call with client, and conference with ABP/JL regarding new evidence and strategy moving forward. Reviewed correspondence and conference with JL regarding lis pendens.	0.50	\$275.00	\$137.50
6/20/2018	AP	Phone call with Illinois counsel and discuss LP filings and review his cases addressing arguable slander of title claims.	0.40	\$365.00	\$146.00
6/21/2018	JL	Review Lis Pendens form and confer with SB regarding process for preparing all Legal Descriptions to be used on same. Exchange emails with LC regarding structure of same. Review docs we have and request additional deeds needed from client to complete lis pendens. Review emails regarding new offerings and info related to same from client.	1.80	\$300.00	\$540.00
6/21/2018	MF	Reviewed additional documents from client and conference with JL regarding lis pendens property issues.	0.10	\$275.00	\$27.50

6/21/2018	SB	Began to prepare document regarding Cook County property descriptions for filing Lis Pendens. Conferred with Attorney regarding project.	2.50	\$125.00	\$312.50
6/22/2018	JL	Review info provided by client and coordinate completion of Lis Pendens with SB. Discuss and review several docs related to same and assist in preparing lis pendens. Exchange emails regarding settlement and review comps/RE listing related to Houston Property and summarize for client.	1.60	\$300.00	\$480.00
6/22/2018	MF	Reviewed correspondence and additional documents from Client. Conference w/ KK to outline structure of pre-judgment garnishment.	0.40	\$275.00	\$110.00
6/22/2018	Clerk	KK: Conferred with MF regarding necessary changes to pre-judgment federal garnishment; subsequently made those changes and returned application to MF to review before filing	0.50	\$100.00	\$50.00
6/22/2018	SB	Continued to prepare document regarding Cook County property descriptions for filing Lis Pendens. Conferred with Attorney regarding project.	4.00	\$125.00	\$500.00
6/23/2018	MF	Reviewed additional documents and correspondence from Client regarding pending lawsuit and settlement options. Reviewed and revised Application for Pre-Judgment Garnishment.	0.20	\$275.00	\$55.00
6/24/2018	AP	Read Draft Complaint with focus on adjustments to causes of action.	1.50	\$365.00	\$547.50
6/25/2018	SB	Reviewed deeds, releases and mortgages to complete final details of property descriptions for Lis Pendens. Copy/Paste pre drafted Lis Pendens for each property and added to each the property description and pin number. Prepared each for final review. Conferred with Attorney regarding the same.	3.20	\$125.00	\$400.00
6/25/2018	JL	Confer with SB and review legal descriptions. Group/confirm lis pendens property descriptions to divide same where possible per IL counsel request. Final review of same and provide to LC to file in IL and exchange emails regarding same.	1.50	\$300.00	\$450.00
6/25/2018	Clerk	KK: Made changes as proposed by MF to Plaintiff's Verified Application for Pre-Judgment Garnishment and gave final draft to ABP for review.	0.30	\$100.00	\$30.00
6/26/2018	MF	Reviewed additional documents and conference with ABP regarding additional motions and with JL regarding lis pendens issues. Begin review of pre-judgment garnishment application.	1.20	\$275.00	\$330.00
6/26/2018	JL	Review emails from client regarding potential intervenor into lawsuit and facts/background related to same. Exchange emails with IL counsel and review applicable law and evaluate alternatives to control Lis Pendens recording costs. Review consolidated doc and delivery to LC.	1.30	\$300.00	\$390.00
6/26/2018	Clerk	KK: Made changes proposed by ABP to pre-judgment garnishment, re-drafted facts to correspond with First Amended Complaint and prepared Order for pre-judgment garnishment.	3.00	\$100.00	\$300.00
6/26/2018	SB	Revised Lis Pendens with all properties into one document. Conferred with Attorney.	0.50	\$125.00	\$62.50
6/26/2018	AP	Review and revise Garnishment application and confer with Matt re: same, bond and order. Read client e-mail re: potential intervenor. E-mail client re: next steps and outline Motion for limited expedited discovery. Exchange e-mails with Anson responding to his list of questions and updates. Confer with Matt and Jeff re: same.	2.40	\$365.00	\$876.00

6/27/2018	JL	Review email from client regarding Bingham releases and exchange emails related to same. Prepare lis pendens to be filed in Harris County with specific reference to prior lis pendens. Review releases filed by AMark and confer with client ABP/MF regarding same. Review property code provisions related to correction instruments and confirm same. Research extent of correction instrument and locate articles indicating same may suffice for this situation if signed by all parties. Prepare correction instrument to be signed by Grantor/Grantee. Draft Supplemental TRO to be filed if Kraus does not agree to TRO/Correction Instrument.	4.90	\$300.00	\$1,470.00
6/27/2018	Clerk	KK: Made correction proposed by MF to the pre-judgment garnishment application and added breach of contract reasoning for recovery	1.00	\$100.00	\$100.00
6/27/2018	SB	Began to review, save and organize directory. Conferred with Attorney.	0.60	\$125.00	\$75.00
6/27/2018	MF	Review correspondence regarding lien release, call with client, conference with ABP/JL, drafted agreed order and affidavit, reviewed and revised, and transmitted to opposing counsel. Reviewed and revised application for temporary restraining order and began research in support of the same.	4.90	\$275.00	\$1,347.50
6/27/2018	SB	Conference with MF regarding correspondence needed with GP regarding possible hearing dates. Revised Lis Pendens (Bingham Releases) regarding style of fed lawsuit and conferred with JL.	0.40	\$125.00	\$50.00
6/27/2018	GAP	Email correspondence with Alan Padfield, Matt Fronda and staff regarding latest developments and potential for seeking TRO relief; email correspondence with client and opposing counsel; telephone conferences with same; review of copies of prior correspondence and documents filed with real property clerk; receipt and review of proposed Lis Pendens to be filed with Harris County Clerk; edit and revise same; sign and prepare for filing/recording; receipt and review of proposed Agreed Order and Affidavit of George A. Pence; edit and revise same; receipt and review of proposed Application for TRO; provide support for filing same in federal court.	1.30	\$325.00	\$422.50
6/27/2018	AP	Read client e-mail with recent Harris County Release filings by Shaun and EB. Exchange numerous e-mails with Kraus re: unauthorized release filing and his client's alleged intent. Conference call with Anson and outline response and strategy for addressing unauthorized releases and develop immediate strategy and steps for the same. Outline agreed order and revise and finalize agreed order. Outline Correction Instrument for filing and revise the same. Revise demand e-mail with 10 AM acceptance deadline for Kraus to accept to avoid TRO and emergency hearing request. E-mail client with Kraus demand e-mail and resolution documents to be provided. Outline TRO request in the event demand is not met.	4.50	\$365.00	\$1,642.50
6/28/2018	GAP	Email correspondence with Alan Padfield, Matt Fronda and staff regarding latest developments and potential for seeking TRO relief; email correspondence with client and opposing counsel; telephone conferences with same; travel to county clerk's office and record Lis Pendens; return to office; forward copies to office; receipt and review of proposed pleadings; edit and revise same; receipt and review of additional TRO pleadings and supporting documents; coordinate schedule for hearing appearance.	1.50	\$325.00	\$487.50
6/28/2018	AP	Exchange final e-mails with Kraus after review of additional EB e-mail and Kraus refusal to sign agreed order. Revise and finalize application for TRO. Finalize client affidavit. Coordinate potential hearing date and logistics.	2.80	\$365.00	\$1,022.00
6/28/2018	MF	Reviewed and revised application for temporary restraining order, numerous calls with the court regarding hearing, conference with ABP/JL regarding the same, and exchanged emails with opposing counsel regarding the same.	1.90	\$275.00	\$522.50
6/28/2018	JL	Review emails from OC and client. Exchange emails with Kraus regarding next steps and need for AO. Continue drafting and finalizing TRO and prepare Affidavit in support of same for Client to review/execute. Exchange emails with IL counsel regarding Lis Pendens and discuss same with SB.	2.10	\$300.00	\$630.00

6/28/2018	SB	Conferred with Attorney regarding exhibits supporting TRO. Revised slightly. Researched 4 of the 42 properties pin numbers and addresses to confirm correct. Revised two of the four Lis Pendens documents.	1.00	\$125.00	\$125.00
6/28/2018	SH	File Application for TRO and all exhibits. Discuss need to possibly file motion for expedited hearing and order separately with M. Fronda.	0.20	\$125.00	\$25.00
6/29/2018	MF	Exchanged emails with opposing counsel regarding case status and hearing. Worked with Client/Court/ABP/GAP to coordinate hearing logistics and necessary filings.	1.50	\$275.00	\$412.50
6/29/2018	JL	Prepare Motion to Remove Servicer and Collateral Agent. Confer and exchange emails with MF regarding same. Discuss strategy and timing of Removing Servicer/Collateral Agent with AP and summarize reasoning for delaying same in email to client.	2.20	\$300.00	\$660.00
6/29/2018	TN	Reviewed Notice of Resetting, calendared same.	0.20	\$125.00	\$25.00
6/29/2018	SB	Began to save all correspondence and the attached to file and organize directory.	0.20	\$125.00	\$25.00
6/29/2018	AP	Exchange e-mails re: re-set hearing. Assess strategy options for prejudgment writ and Motion to remove CA and SA. Outline strategy report to client. Review Judge procedures for evidentiary hearings. Outline exhibits for trial. Identify TRO research.	1.20	\$365.00	\$438.00
6/29/2018	GAP	Email correspondence with Alan Padfield, Matt Fronda and staff regarding latest developments and potential for seeking TRO relief; email correspondence with client and opposing counsel; coordinate schedule for hearing appearance.	0.30	\$325.00	\$97.50

Total
Hours **Total**
Amount
154.30 \$42,993.00

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
6/30/2018	CB	National Archives Record Request	1.00	\$35.00	\$35.00
6/30/2018	CB	PACER Search total for the month	1.00	\$15.70	\$15.70
			<u>Total Qty</u>		<u>Total</u>
			2.00		\$50.70

Total Amount Due \$43,043.70



Padfield & Stout, LLP
Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

8/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 084839

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
7/2/2018	GAP	Email correspondence with all counsel, client and staff regarding preparation for TRO hearing; receipt and review of request for certified copies; schedule same; stop by property and take pictures; return to office and forward pictures to Matt Fronda and staff.	1.10	\$325.00	\$357.50
7/2/2018	MF	Continued preparation of documents and filings for application for temporary restraining order.	4.20	\$275.00	\$1,155.00
7/2/2018	JL	Review various emails regarding this matter. Exchange emails with client regarding next steps. Seek to obtain Certified Copies of IL real property docs prior to Thursday hearing. Discuss hearing and goals of same with MF.	0.50	\$300.00	\$150.00
7/2/2018	SB	Saved and continued to organize directory/subdirectory.	0.10	\$125.00	\$12.50
7/2/2018	MDG	Confer with MF regarding evidentiary issues in proving up case at TRO hearing.	0.30	\$275.00	\$82.50
7/2/2018	MDG	Review and revise proposed TRO. Confer with MF regarding same.	0.40	\$275.00	\$110.00
7/2/2018	AP	Review probable harm standard as to irreparable harm (insolvency) and related to status quo in regards to fraudulent transfer injunctive relief. Exchange e-mails with Josh Kons in effort to discuss his 3 years working EB.	0.80	\$365.00	\$292.00
7/3/2018	SF	Conference with ABP and MF regarding hearing on Thursday. Review several documents, helped coordinate index tabs, binders, etc. for hearing.	1.60	\$125.00	\$200.00
7/3/2018	MF	Piled all exhibits and created binders. Draft a trial brief, reviewed and revised, and circulated. Call with client and outlined necessary testimony.	8.90	\$275.00	\$2,447.50
7/3/2018	SB	Uploaded Proposed Order Granting App for Temp Restraining Order in Fed. District Court. As well as the Witness & Exhibit list. Conferred with MF regarding the same.	0.30	\$125.00	\$37.50

7/3/2018	JL	Review various emails and docs and assist MF in preparing exhibits and other docs for TRO hearing. Compile relevant statutes related to Correction Deed and Argument related to same. Discuss strategy and various issues.	2.20	\$300.00	\$660.00
7/3/2018	SB	Printed, organized and assisted Attorney in preparing for Thursday's hearing. (Created exhibit binders.)	1.70	\$125.00	\$212.50
7/3/2018	SB	Conferred with Attorney and filed Witness Exhibit List	0.20	\$125.00	\$25.00
7/3/2018	GAP	Email correspondence with all counsel, client and staff regarding preparation for TRO hearing; secure certified copies of real estate documents; return to office; receipt and review of certified copies of real estate documents from Chicago counsel; scan and forward copies to Matt Fronda for use as exhibits; receipt and review of copies of exhibit list, with exhibits, and questions to be asked of witnesses; receipt and review of proposed Order; receipt and review of Defendants' Response to Application for TRO; receipt and review of Defendants' Brief and proposed Order; receipt and review of Plaintiff's Reply and Legal Support; preparation of email to Matt Fronda with suggested input on legal and factual argument; detailed review of file materials.	2.90	\$325.00	\$942.50
7/4/2018	GAP	Email correspondence with all counsel, client and staff regarding preparation for TRO hearing; detailed review of file materials; telephone conference with Matt Fronda regarding hearing.	0.70	\$325.00	\$227.50
7/4/2018	MF	Call with GAP and finalized exhibits and briefing for hearing.	2.00	\$275.00	\$550.00
7/5/2018	Clerk	KK: Research and preparation of memo reflecting the same concerning procedural requirements of filing responsive motions after an amended complaint has been filed after removal into federal court.	2.30	\$100.00	\$230.00
7/5/2018	MF	Prepared for and attended hearing an application for TRO. Stipulation granted to enjoin transfer of property.	4.40	\$275.00	\$1,210.00
7/5/2018	MF	Travel and return for hearing at reduced rate.	5.00	\$150.00	\$750.00
7/5/2018	SB	Reviewed jb and filed the Trial Brief Support of TRO Application.	0.20	\$125.00	\$25.00
7/5/2018	SB	Continued to organize file and downloaded the latest DropBox items all saved to directory. Conferred with Attorney.	0.30	\$125.00	\$37.50
7/5/2018	GAP	Review of file in preparation for hearing; travel to airport and pick up Matt Fronda; travel to courthouse; discuss approach with M. Fronda and client; participate in hearing; discuss pending matters with all; return to office; preparation of email to Matt Fronda and office with notes from hearing; email correspondence with Alan Padfield and Matt Fronda discuss in pending matters.	4.70	\$325.00	\$1,527.50
7/6/2018	GAP	Email correspondence with all Alan Padfield and Matt Fronda regarding hearing follow up strategy.	0.40	\$325.00	\$130.00
7/6/2018	MF	Drafted stipulation, reviewed and revised, circulated to opposing counsel, and filed. Exchanged emails with ABP regarding strategy moving forward.	0.70	\$275.00	\$192.50
7/6/2018	JL	Review stipulation and confer with MF on same. Exchange and review emails regarding next steps.	0.30	\$300.00	\$90.00
7/6/2018	SB	Reviewed Joint Stipulation Re Collateral Prop and filed the same. Conferred with Attorney of the same.	0.20	\$125.00	\$25.00
7/9/2018	MF	Reviewed additional filings, call with client, and conference with ABP regarding strategy moving forward.	1.30	\$275.00	\$357.50

7/9/2018	SB	Rcvd recorded Notice of Lis Pendens regarding the property 1102 Bingham St., Houston. Scanned in and saved. Correspondence sent of the same. Hard filed original.	0.20	\$125.00	\$25.00
7/9/2018	SB	Reviewed and saved Order Denying TRO and sent correspondence of the same.	0.10	\$125.00	\$12.50
7/9/2018	AP	Confer with Matt re: next steps in light of outcome of TRO hearing and he to follow up with Anson re: specific information he has as to each Bingham lender for analysis. Matt to e-mail Kraus re: any prompt mediation agreement, prompt scheduling, delivery of releases, or alternative next steps, including expedited discovery. Discuss sending actual demand letter to Illinois counsel as another option. Outline issues for MSJ per court expedited schedule on same. Matt to follow up once again on Kraus accepting service and request hearing transcript. Conference call with Anson to discuss next steps and options after discussion of hearing and answering his questions.	1.90	\$365.00	\$693.50
7/10/2018	AP	Exchange e-mails with client re: EB updates and equity proposal for Anson. E-mail Krause re: same and request he advise EB to cease all communications with Anson. Phone call to Kraus and left message with Terri to call me back. Review HCAD Plat records and confirm same with Pence and he to visit site and take pictures as HCAD lots platted vary from Google Maps satellite image.	1.10	\$365.00	\$401.50
7/10/2018	GAP	Email correspondence with all Alan Padfield and Matt Fronza regarding plat and proposed modifications thereto; detailed review of deeds and maps in our file; research property location on HCAD, Harris County map and Houston Plat map; gather and copy findings and forward to A. Padfield; telephone conference with same.	0.70	\$325.00	\$227.50
7/11/2018	GAP	Email correspondence with all Alan Padfield and Matt Fronza regarding plat and proposed modifications thereto; travel to offices for both Harris County and Houston to research existence of proposed modifications to plat in question; meet with several government representatives; receipt and review of current plat of record; receipt and review of proposed modifications never completed; return to office; telephone conference with A. Padfield; forward email to same with copies of above documents with report on procedure.	2.70	\$325.00	\$877.50
7/11/2018	JL	Exchange emails with GP regarding replat and information we have related to same to assist his review of RP records. Confer and review docs received related to same and also provide info regarding replat from Amended Complaint.	0.40	\$300.00	\$120.00
7/12/2018	AP	Follow up e-mail to Kraus and e-mails with client and Jeff.	0.30	\$365.00	\$109.50
7/12/2018	GAP	Email correspondence with opposing counsel and office regarding pending matters; review of amended pleadings; discuss plat findings with A. Padfield.	0.40	\$325.00	\$130.00
7/13/2018	GAP	Email correspondence with all Alan Padfield and Matt Fronza regarding pending matters.	0.30	\$325.00	\$97.50
7/13/2018	MF	Reviewed correspondence and conference with JL/ABP regarding the same. Drafted summary email to opposing counsel, reviewed and revised, and sent.	0.50	\$275.00	\$137.50
7/13/2018	SB	Corresponded via phone call with court clerk regarding ordering transcript of hearing on 7/5/18. Obtained and prepared for filing AO 435 order form requesting transcript. Conferred with Attorney and filed.	0.60	\$125.00	\$75.00

7/13/2018	AP	Exchange e-mails with Kraus. Outline e-mail for Matt to send as follow up to the post-hearing discussions with Kraus on court orders and mediation. Revise and finalize the same. Exchange e-mails with Anson re: inquiry from FL investor to my office and review his report on him and phone call with Anson to discuss these various items and next steps. He to check deed records for further filings. Confirmed Bingham is partially in flood plain, but OK to build there. He to provide list of items for expedited discovery motion – specifically Ex A list of lenders and each lender separate CA agreements to confirm the same.	1.20	\$365.00	\$438.00
7/16/2018	SB	Correspondence via phone call with court regarding Transcript Order. Advised to call court reporter for status. Left vm for Fred Warner.	0.10	\$125.00	\$12.50
7/17/2018	SB	Again attempted to confer with Court Reporter, Fred Warner regarding the transcript order. Left 2nd voicemail. Corresponded via his direct email as well. Conferred with Attorneys regarding all the same.	0.30	\$125.00	\$37.50
7/17/2018	MF	Reviewed all filings from opposing counsel and exchanged emails with opposing counsel regarding case management issues. Conference with ABP regarding structure of necessary response. Began initial drafting of the same.	1.90	\$275.00	\$522.50
7/17/2018	SB	Correspondence via e-mail with Court Reporter to obtain fee amount for Transcript and address to deliver check. Conferred with GP regarding the same.	0.20	\$125.00	\$25.00
7/17/2018	AP	Review EB emergency motion as to Lis Pendens and outline response and Motion for scheduling conference as related to July 5th hearing.	0.80	\$365.00	\$292.00
7/18/2018	AP	Read Brief case authorities and outline response. Outline Emergency Motion for Expedited discovery. Review and revise multiple drafts of the response. Review and revise Emergency Motion for expedited discovery.	3.00	\$365.00	\$1,095.00
7/18/2018	GAP	Email correspondence with all Alan Padfield and office regarding transcript and newly filed pleading; receipt and review of Defendant's Emergency Motion to Expunge Lis Pendens, with attached exhibits and brief; email correspondence with opposing counsel and Alan Padfield; visit court reporter's office to issue payment for transcript.	1.10	\$325.00	\$357.50
7/18/2018	MF	Reviewed file and conducted research in support of response to motion to expunge lis pendens. Drafted response, reviewed and revised, and circulated. Drafted motion for expedited discovery, reviewed and revised, and sent to SH for filing. Exchanged emails with opposing counsel for purposes of conference. Compiled exhibits and support of both motions.	8.50	\$275.00	\$2,337.50
7/18/2018	SB	Continued correspondence via e-mail with Fred Warner regarding Transcript Order. Correspondence to collect exhibit with Client. Conferred with Attornys and sent other correspondence regarding recent pleadings.	0.40	\$125.00	\$50.00
7/18/2018	SH	Review and save notice of telephonic hearing on emergency motion to expunge lis pendens. Notify counsel.	0.10	\$125.00	\$12.50
7/18/2018	Clerk	KK: Research regarding lis pendens and which would support our brief in opposition to Defendants' motion to expunge.	5.00	\$100.00	\$500.00
7/18/2018	Clerk	KK: Drafted plaintiff's Motion for Expedited Discovery	1.00	\$100.00	\$100.00
7/18/2018	Clerk	KK: Drafted argument portion of the brief concerning opposing counsel's case reference - regarding Plaintiff's motion in response to Defendant's Motion to Expunge Lis Pendens	0.50	\$100.00	\$50.00

7/18/2018	Clerk	KK: Downloaded/Saved all materials (cases, statutes, etc.) that were referenced in our opposing motion/brief in preparation of creating an appendix for Plaintiff's response to Defendant's Motion to Expunge Lis Pendens	0.30	\$100.00	\$30.00
7/19/2018	MF	Conducted additional research and conference with AP regarding the same. Prepared for and attended hearing on motion to expunge and motion for expedited discovery.	3.30	\$275.00	\$907.50
7/19/2018	SB	Rcvd Transcript order. Saved to file. Assisted in compiling exhibits for filing Response Opposing Def Motion (dn#29). Filed the same. Conferred with Attorneys. Assisted in preparation of hearing.	1.80	\$125.00	\$225.00
7/19/2018	JL	Revise Draft Pleadings and provide comments to same. Confer with AP and MF regarding background, language in various loan docs, etc. Review loan docs to assess position with regard to same. Compile bullet point of key items/facts for hearing.	1.80	\$300.00	\$540.00
7/19/2018	SH	File emergency motion for expedited hearing and exhibits.	0.20	\$125.00	\$25.00
7/19/2018	GAP	Email correspondence with all Alan Padfield and office regarding pending matters and Defendant's Emergency Motion to Expunge Lis Pendens, with attached exhibits and brief; receipt and review of Response thereto; preparation of brief opinion on argument and legal support; email correspondence with opposing counsel and Alan Padfield; suggest possible mediators.	1.60	\$325.00	\$520.00
7/19/2018	AP	Read Jerry Cohen affidavit filed in support of Lis Pendens quash motion. Review transcript from TRO hearing and ambiguous answer to court's question as to his clients. Forward same to Pence for comment and feedback. Finalize emergency motion to shorten tailored discovery related to Houston Property equity. Finalize response with Markwell comments for filing. Outline items for hearing preparation. Exchange e-mails with court re: schedule change and phone call now at 5:15 PM. Telephonic hearing on motions. E-mail to Anson regarding outcome and outline orders for submission to the Court.	3.50	\$365.00	\$1,277.50
7/20/2018	AP	Review LP statute for Bond option and same not applicable. Review hearing and ruling on the Discovery motion and revise and finalize order mandating expedited discovery. Exchange e-mails re: next steps on settlement and preliminary matters required before actual settlement discussions. Exchange e-mails with client re: conference/update.	1.90	\$365.00	\$693.50
7/20/2018	MF	Drafted order granting expedited discovery, reviewed and revised, and circulated. Reviewed statute for bond requirement and conference with ABP regarding the same. Reviewed correspondence and conference with ABP regarding settlement options and strategy moving forward.	3.10	\$275.00	\$852.50
7/20/2018	JL	Review and exchange emails regarding Lis Pendens ruling and potential next steps. Review statute and assess same; confer with MF/AP.	0.30	\$300.00	\$90.00
7/23/2018	MF	Researched and prepared third-party subpoenas. Exchanged emails with opposing counsel and sent subpoenas for service.	1.10	\$275.00	\$302.50
7/23/2018	SB	Reviewed correspondence and created subdirectory containing the same.	0.10	\$125.00	\$12.50
7/23/2018	JL	Review emails from client regarding various subpoena items related to Chicago Property. Confer with MF regarding same. Prepare draft of Subpoena addendum and distribute to client for review. Prepare separate request for Title Company and send to MF for service.	1.30	\$300.00	\$390.00
7/24/2018	MF	Review correspondence, research regarding ethical issue, and exchanged emails with ABP/client regarding the same.	0.60	\$275.00	\$165.00

7/24/2018	AP	Review Jerry e-mail to Anson and respond to same advising as to Subpoena related to Washington property sale and review ethics rule 4.2 and forward same to Anson advising him not to communicate with EB or any defendants.	0.20	\$365.00	\$73.00
7/26/2018	MF	Reviewed motion to dismiss and conference with AP regarding the same. Reviewed property records and worked with SB and AP to outline information contained in the same. Reviewed correspondence from SEC and conference with AP regarding the same.	2.40	\$275.00	\$660.00
7/26/2018	SB	Corresponded via phone call with Linebarger Law Firm regarding the property 1102 Bingham Street. Conference with Attorneys of the same. Printed pleadings for review. Reviewed Cook County Assessor's Office regarding peoperties listed in Affidavit of JC. Conferred with attorney of results.	1.00	\$125.00	\$125.00
7/26/2018	GAP	Email correspondence with all Alan Padfield and office regarding pending matters; research foreclosure listings and HCAD reports for possible auction listings; report to A. Padfield.	0.40	\$325.00	\$130.00
7/26/2018	AP	Reviewed Motion to Dismiss, conferred with MF re same and outlined response per review of property records. Review Exhibit A list of LLC members and calculate total principle contribution per Ex A. Confirm service of subpoenas on title company and Pangea.	0.90	\$365.00	\$328.50
7/27/2018	MF	Reviewed property documents and additional filings. Conference w/ ABP and call w/ client regarding all issues	3.10	\$275.00	\$852.50
7/27/2018	AP	Exchange e-mails with client and schedule conference call. Develop agenda for call today. Read dismissal order and forward same to client. Read Motion to Reconsider. Read subpoena records during conference and identify follow up requests for title company. Conference call with Anson re: agenda items and next steps.	2.30	\$365.00	\$839.50
7/30/2018	AP	Review client comments and follow up items for title company re: additional subpoena documents from Washington closing. Forward potential new client inquiry e-mail to Anson – another Houston investor related to Kenwood property. Phone call with Anson re: additional comments from title company and options for attorney fees. Phone call with Kirkpatrick to follow up on subpoena documents. Read order denying Reconsideration of Remand and refusing to consider the Motion to Dismiss as to LLC defendants. Confirm no compliance by Kraus as to deadline today for Chicago property affidavit details and items 1 & 2 from expedited discovery motion	2.10	\$365.00	\$766.50
7/30/2018	MF	Reviewed order of remand and sent to client for review. Call with title agency regarding necessary additional documents and exchanged emails with title agency regarding the same.	1.50	\$200.00	\$300.00
7/30/2018	JL	Review various emails related to this matter. Review SOS records and info related to EB status in TX.	0.20	\$300.00	\$60.00
7/31/2018	MF	Reviewed all filings for status and strategy. Conference with AP and placed call to SEC. Left message to return call.	0.60	\$275.00	\$165.00
			Total Hours	Total Amount	
			116.60	\$31,105.00	

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
6/1/2018	CB	Photocopies	90.00	\$0.10	\$9.00
6/4/2018	CB	Photocopies	83.00	\$0.10	\$8.30

6/5/2018	CB	Photocopies	186.00	\$0.10	\$18.60
6/30/2018	CB	Outside Counsel Invoice 44751	1.00	\$4,150.03	\$4,150.03
7/1/2018	CB	Secretary of State - Online Research Fees	1.00	\$2.00	\$2.00
7/3/2018	CB	Photocopies	35.00	\$0.10	\$3.50
7/5/2018	CN	Travel	1.00	\$488.63	\$488.63
7/31/2018	CB	PACER Search total for the month	1.00	\$6.70	\$6.70

	<u>Total Qty</u>	<u>Total Amount</u>
	398.00	\$4,686.76

Total Amount Due \$35,791.76

Professional discount of \$3,000.00 if paid in full by August 31, 2018

Amount due if paid by August 31, 2018	\$32,791.76
Amount due if paid after August 31, 2018	\$35,791.76

ACCOUNTS & DARYL P
 444 North Michigan Avenue
 Suite 3270
 Chicago, Illinois 60611
 Telephone (312) 784-2400
 Facsimile (312) 784-2410
 Tax ID Number 26-1991275

Statement for Services Rendered

PADFIELD & STOUT, LLP
 421 WEST THIRD STREET
 SUITE 910
 FORT WORTH TX 76102

Page: 1
 06/30/2018
 File No: 2562-22223E
 Statement No: 44751

Attn: JEFF LEAVERTON

AMARK INVESTMENT TRUST V. EQUITYBUILD, INC.,
 JERRY COHEN, ET AL.

			Rate	Hours	
06/20/2018	CMS	Non-billable time; perform conflict check.		0.10	n/c
	DDB	Review of issues related to proposed lis pendens filings against Chicago properties.	295.00	0.40	118.00
	ACS	Conference with with Mr. Darcy and Ms. Babu regarding viability of lis pendens.	260.00	0.30	78.00
	ACS	Legal research regarding lis pendens and slander of title in Illinois.	260.00	2.30	598.00
	ACS	Preparation of lis pendens notice.	260.00	0.40	104.00
	DAD	Review of file; telephone conference with Mr. Leaverton regarding background; preparation of email to Mr. Padfield regarding lis pendens does not constitute a lien under Illinois law; preparation of email to Mr. Leaverton (3) regarding Lis Pendens.	295.00	1.90	560.50
06/21/2018	DDB	Review of issues related to filing of lis pendens against Chicago properties before judgment; review of draft Lis Pendens; exchange of emails with with Alan Padfield and Jeff Leaverton regarding the same.	295.00	0.70	206.50
	ACS	Review of lis pendens statute and standards set by Recorder of Deeds; preparation of email to to Mr. Darcy and Ms. Babu regarding strategy for filing multiple notices.	260.00	0.30	78.00
06/26/2018	DDB	Review of issues related to recordation of 42 separate Lis Pendens against properties; exchange of emails with Jeff Leaverton regarding the same and costs; conference with Ms. Spartz regarding reviewing draft Lis Pendens.	295.00	0.90	265.50
	ACS	Review and revision of lis pendens notices.	260.00	1.80	468.00
06/27/2018	ACS	Online research regarding recording requirements for lis pendens notices.	260.00	0.40	104.00

AMARK INVESTMENT TRUST V. EQUITYBUILD, INC.,
 JERRY COHEN, ET AL.

		Rate	Hours	
	ACS Online research regarding accuracy of PINs for lis pendens notices.	260.00	2.50	650.00
	ACS Conference with Ms. Babu regarding accuracy of PINs for lis pendens notices.	260.00	0.20	52.00
06/28/2018	ACS Email exchange with lead counsel regarding revisions to lis pendens drafts.	260.00	0.30	78.00
	DDB Review of issues related to erroneous PINs and addresses in lis pendens documents; review of emails with lead counsel regarding the same; conference with Ms. Spartz regarding finalizing lis pendens documents.	295.00	0.50	147.50
	For Current Services Rendered		<u>12.90</u>	<u>3,508.00</u>

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Debra Devassy Babu	2.50	\$295.00	\$737.50
D. Alexander Darcy	1.90	295.00	560.50
Alexandra Spartz	8.50	260.00	2,210.00

06/29/2018	Costs advanced for (14) Cook County Recorder of Deeds - Lis Pendens (5).	370.00
06/30/2018	Costs advanced for (613) Cook County Recorder of Deeds.	222.58
06/30/2018	Costs advanced for (36) West	49.45
	Total Advances	<u>642.03</u>
	Total Current Work	4,150.03
	Balance Due	<u>\$4,150.03</u>

PAYMENT DUE UPON RECEIPT. PAYMENTS RECEIVED AFTER 06/30/2018
 ARE NOT INCLUDED ON THE CURRENT STATEMENT.

THANK YOU.



Padfield & Stout, LLP
Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

9/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 085457

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
8/1/2018	MF	Reviewed correspondence and additional documentation from client.	0.10	\$275.00	\$27.50
8/2/2018	Clerk	IF:Procedure for remand of a case from federal to state court research.	0.50	\$100.00	\$50.00
8/2/2018	MF	Reviewed file and compiled summary for client. Reviewed SEC procedures and website, as well as documents produced by Network Title.	1.60	\$275.00	\$440.00
8/2/2018	SB	Reviewed correspondence regarding obtaining a certified copy of the Order to Remand. Attempted to confer with court via web and phone call regarding the same.	0.10	\$125.00	\$12.50
8/2/2018	AP	Telephone conference with the SEC counsels from Illinois and discuss SEC requests and inability of SEC to provide any information whatsoever. Email to Anson with copy of Form 1662 received from SEC. Phone call with Anson to debrief after SEC call.	1.60	\$365.00	\$584.00
8/3/2018	MF	Reviewed file, research state court judge procedures, and conference with GP regarding the same.	0.60	\$275.00	\$165.00
8/3/2018	SB	Reviewed federal court website and conferred via phone call with clerk regarding obtaining certified copy of Order to Remand and the fee amount. Prepared request form and emailed. Conferred with Attorneys of the same.	0.40	\$125.00	\$50.00
8/3/2018	Clerk	IF:Drafted notice of remand	1.30	\$100.00	\$130.00
8/3/2018	AP	Conferred with MF re agenda for call. Call with client regarding strategy. Coordinated request for transcript of hearing.	1.30	\$365.00	\$474.50
8/6/2018	SB	Conferred with MF regarding both Affidavits of Service of Subpoenas. Scanned in, reviewed and save to file. Hard filed originals.	0.20	\$125.00	\$25.00
8/6/2018	MF	Reviewed file and outlined agenda for call. Call with client regarding strategy and conference with AP regarding the same. Worked with SB to order transcript of hearing.	1.60	\$275.00	\$440.00
8/6/2018	SB	Obtained AO 435 Transcript Order and prepared for filing.	0.50	\$125.00	\$62.50

8/6/2018	AP	Review agenda and responses to client for conference call today. Follow-up on certified order, notice of remand, transcript request and MSJ status. Conference call with Anson to discuss agenda items and next steps. View EB update video starring Shaun Cohen.	1.30	\$365.00	\$474.50
8/7/2018	SB	Corresponded with Court clerk regarding the court reporter for telephonic hearing on 7/19. She advised to contact Fred Warner as I did the first time. Attempted correspondence with Fred via phone call and e-mail.	0.30	\$125.00	\$37.50
8/7/2018	SB	Phone conferenced with clerk in attempt to obtain information on the court reporter for hearing held on 7/19/2018. Confirmed it was in fact, Fred Warner. Filed AO 435 form requesting Transcript. Conferred with GP regarding check for fee.	0.40	\$125.00	\$50.00
8/7/2018	GAP	Email correspondence with all Alan Padfield and office regarding transcript and newly filed pleading; visit court reporter's office to issue payment for transcript.	0.40	\$325.00	\$130.00
8/8/2018	MF	Reviewed initial draft of motion for summary judgment and conference with KK regarding structure of the same.	1.10	\$275.00	\$302.50
8/8/2018	Clerk	KK: Conference with MF regarding theory behind state court MSJ in preparation of drafting the same	0.40	\$100.00	\$40.00
8/8/2018	Clerk	KK: Drafted Plaintiff's State Court Motion for Summary Judgment in regards to the breach of contract issues for MF and ABP's review	5.00	\$100.00	\$500.00
8/8/2018	Clerk	KK: Conference with MF regarding draft MSJ and further details to include with revisions.	0.40	\$100.00	\$40.00
8/8/2018	SB	Corresponded with GP regarding fee check. Attempted to speak with Fred Warner via phone call. Left 2nd voicemail to obtain fee amount.	0.20	\$125.00	\$25.00
8/9/2018	MF	Reviewed file documents and worked with KK to draft and revise motion for summary judgment. Conference with AP regarding strategy of the same.	2.20	\$275.00	\$605.00
8/9/2018	SB	Another attempt at contacting Fred Warner regarding the Transcript Order filed in the Court. Corresponded via phone call and e-mail. Rcvd answer and conferred fee amount of \$110 to GP for check drop off at Court. Saved and forwarded to client the response to Subpoena from Pangea.	0.20	\$125.00	\$25.00
8/9/2018	Clerk	KK; Re-configured facts and argument and authority section of Plaintiff's Motion for Partial Summary Judgment per MF's instructions	3.50	\$100.00	\$350.00
8/9/2018	AP	Review Pangea subpoena response documents and identify additional items to request per responses.	0.60	\$365.00	\$219.00
8/10/2018	MF	Reviewed and revised motion for summary judgment and conference with AP regarding the same. Drafted letter to Pangea, reviewed and revised, and sent.	1.00	\$275.00	\$275.00
8/10/2018	AP	Exchange e-mails with Anson re: additional Pangea documents. Revise summary of argument and confer with Matt re: same. Outline next steps	0.80	\$365.00	\$292.00
8/13/2018	MF	Review file, finished drafting MSJ, reviewed and revised, and circulated. Drafted Motion for Expedited Discovery, reviewed and revised, and circulated.	2.20	\$275.00	\$605.00
8/13/2018	AP	Reviewed MF's final MSJ draft and initial draft Motion for Expedited Discovery, revised same	0.40	\$365.00	\$146.00
8/15/2018	MF	Finished drafting motion for expedited discovery, reviewed and revised, and circulated.	0.60	\$275.00	\$165.00

8/15/2018	JL	Review Motion for expedited discovery and order related thereto and provide redline revisions and comments to same. Exchange emails with MF on same.	0.40	\$300.00	\$120.00
8/16/2018	MF	Reviewed file, call with Illinois counsel, and reviewed federal lawsuit. Call with client to outline next steps and strategy moving forward.	1.90	\$275.00	\$522.50
8/16/2018	JL	Review SEC Complaint and discuss with AP/MF.	0.30	\$300.00	\$90.00
8/16/2018	SB	Reviewed Pacer to obtain docket printout, docket number 3, 4 and 5 which included exhibits 1-22 on SEC vs. EB lawsuit. Corresponded via e-mail with attorneys and client regarding the same. Save to file.	0.50	\$125.00	\$62.50
8/16/2018	TN	Email exchanges re conference call tomorrow, sent call information to all parties via email accordingly.	0.10	\$125.00	\$12.50
8/16/2018	AP	Phone call with Joshua Kons and explored options for next steps in light of SEC filing and Ponzi scheme collapse including potential contingency case led by him against 3rd parties like Rock Fusco law firm, attorney and perhaps title companies. Discussed potential role with SEC Receiver, likely imminent from SEC suit. E-mail client re: same and attach SEC suit. Schedule conference call. Read SEC complaint and SEC overview of enforcement actions. Conference with Anson re: next steps and schedule conference call with Joshua.	1.40	\$365.00	\$511.00
8/17/2018	MF	Finalized notice of remand and motion for expedited discovery and filed. Conference with AP and call with client and counsel regarding file strategy moving forward.	1.90	\$275.00	\$522.50
8/17/2018	SB	Conferred with MF regarding Notice of Remand and Motion for Expedited Disc. E-filed the same and saved file marked copies to file.	0.30	\$125.00	\$37.50
8/17/2018	AP	Conference call with Josh Kons and Anson and discuss claims related to Bingham (vs Kraus) and Washington (vs Rock Fusco, Network title, Bryce Downey) and outline next steps. Draft fee agreement coming from Josh and we will assemble pertinent documents for Josh review. Forward proposed documents to provide Josh for Anson's review and comment.	1.60	\$365.00	\$584.00
8/20/2018	AP	Read Receiver order, TRO and Cohen Motion for attorney fees. Exchange e-mails with Kraus and Kons re: same.	0.70	\$365.00	\$255.50
8/20/2018	MF	Reviewed order appointing receiver, exchanged emails with Illinois counsel, and conference with AP regarding the same.	0.70	\$275.00	\$192.50
8/21/2018	MF	Reviewed additional documents from client and Illinois lawyer regarding receiver and marketing.	0.10	\$275.00	\$27.50
8/24/2018	MF	Reviewed court filings, organized, and saved.	0.20	\$275.00	\$55.00
8/30/2018	MF	Reviewed file and exchanged emails with client regarding Illinois attorney.	0.20	\$275.00	\$55.00

<u>Total Hours</u>	<u>Total Amount</u>
41.10	\$9,790.50

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
7/3/2018	CN	Delivery Fee	1.00	\$50.00	\$50.00
7/3/2018	CN	Copies	1.00	\$72.00	\$72.00
7/18/2018	CN	Transcript	1.00	\$110.00	\$110.00

8/1/2018	CB	Outside Counsel Invoice 45053	1.00	\$1,370.17	\$1,370.17
8/7/2018	CN	Transcript	1.00	\$110.00	\$110.00
8/10/2018	CB	Postage	1.00	\$6.67	\$6.67
8/17/2018	CB	Filing Fee	1.00	\$8.75	\$8.75
8/17/2018	CB	Filing Fee	1.00	\$8.75	\$8.75
8/30/2018	CB	Service Fee	1.00	\$195.89	\$195.89
8/30/2018	CB	Service Fee	1.00	\$185.00	\$185.00
8/30/2018	CB	PACER Search total for the month	1.00	\$28.80	\$28.80

				<u>Total Qty</u>	<u>Total Amount</u>
				11.00	\$2,146.03

Total Amount Due \$11,936.53

ASKOUNIS & DARCY P.C.
 444 North Michigan Avenue
 Suite 3270
 Chicago, Illinois 60611
 Telephone (312) 784-2400
 Facsimile (312) 784-2410
 Tax ID Number 26-1991275

Statement for Services Rendered

PADFIELD & STOUT, LLP
 421 WEST THIRD STREET
 SUITE 910
 FORT WORTH TX 76102

Page: 1
 07/31/2018
 File No: 2562-22223E
 Statement No: 45053

Attn: JEFF LEAVERTON

AMARK INVESTMENT TRUST V. EQUITYBUILD, INC.,
 JERRY COHEN, ET AL.

			Rate	Hours	
07/02/2018	ACS	Email exchanges w/ Local Counsel re: preparation and filing of lis pendens	260.00	0.40	104.00
	ACS	Certification of real estate documents for Emergency TRO hearing 7/5/18.	260.00	3.20	832.00
	DAD	Review of email from Mr. Padfield regarding deeds; follow-up on lis pendens filings with Mr. Fronda (x3).	295.00	0.70	206.50
07/03/2018	ACS	Review of filed lis pendens.	260.00	0.40	104.00
	ACS	Preparation of email to Local Counsel re: filing of lis pendens.	260.00	0.20	52.00
		For Current Services Rendered		4.90	1,298.50

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
D. Alexander Darcy	0.70	\$295.00	\$206.50
Alexandra Spartz	4.20	260.00	1,092.00

07/02/2018	Costs advanced for (329) FedEx	71.67
	Total Advances	71.67
	Total Current Work	1,370.17



Padfield & Stout, LLP
Attorneys & Counselors at Law

421 W. Third St. , Suite 910
Fort Worth, TX 76102
(817) 338-1616

10/2/2018

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include Invoice Number with all payments. Thank you.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 087693

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
9/10/2018	AP	Review SEC Receiver docket and identify various filings to save and review. Including agreed consent judgment against both Cohens.	0.40	\$365.00	\$146.00
9/11/2018	SB	Reviewed SEC v. EB docket in Pacer. Saved, printed and organized for review dn # 27, 29, 40 and 41. Corresponded via email of the same.	0.40	\$125.00	\$50.00
9/12/2018	MF	Reviewed docket and all filings for status of litigation hold.	0.50	\$275.00	\$137.50
9/17/2018	MF	Reviewed file and call with opposing counsel regarding status of case.	0.10	\$275.00	\$27.50
			<u>Total Hours</u>	<u>Total</u>	<u>Amount</u>
			1.40	\$361.00	

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
9/1/2018	CB	Outside Counsel Invoice 45359	1.00	\$137.00	\$137.00
9/28/2018	CB	PACER Search total for the month	1.00	\$5.10	\$5.10
			<u>Total Qty</u>	<u>Total</u>	<u>Amount</u>
			2.00	\$142.10	

Total Amount Due \$503.10

ASKOUNIS & DARCY P.C.
 444 North Michigan Avenue
 Suite 3270
 Chicago, Illinois 60611
 Telephone (312) 784-2400
 Facsimile (312) 784-2410
 Tax ID Number 26-1991275

Statement for Services Rendered

PADFIELD & STOUT, LLP
 421 WEST THIRD STREET
 SUITE 910
 FORT WORTH TX 76102

Page: 1
 08/31/2018
 File No: 2562-22223E
 Statement No: 45359

Attn: JEFF LEAVERTON

AMARK INVESTMENT TRUST V. EQUITYBUILD, INC.,
 JERRY COHEN, ET AL.

			Rate	Hours	
08/08/2018	ACS	Review of Pangea Response to Subpoena; email to Ms. Babu and Mr. Darcy regarding same.	260.00	0.30	78.00
08/09/2018	DAD	Preparation of e-mail to Mr. Fronda regarding subpoena.	295.00	0.20	59.00
		For Current Services Rendered		0.50	137.00

Recapitulation

<u>Timekeeper</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
D. Alexander Darcy	0.20	\$295.00	\$59.00
Alexandra Spartz	0.30	260.00	78.00

Total Current Work 137.00

Previous Balance \$5,520.20

08/20/2018 Payment received for services rendered. -4,150.03

Balance Due \$1,507.17

Past Due Amounts

<u>Stmt Date</u>	<u>Stmt #</u>	<u>Billed</u>	<u>Due</u>
07/31/2018	45053	1,370.17	1,370.17
			<u>1,370.17</u>

PAYMENT DUE UPON RECEIPT. PAYMENTS RECEIVED AFTER 08/31/2018 ARE NOT INCLUDED ON THE CURRENT STATEMENT.

THANK YOU.



Padfield & Stout, LLP
Attorneys & Counselors at Law

420 Throckmorton St , Suite 1210
Fort Worth, TX 76102
817-338-1616

2/2/2019

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include invoice number with all payments. For your convenience we accept all major credit cards with a 3% service fee.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 091749

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
1/3/2019	MF	Detailed review of federal case docket and filings and conference with AP regarding the same.	0.70	\$275.00	\$192.50
1/7/2019	MF	Conference with AP, reviewed liquidation plan, and highlighted for AP review.	0.20	\$275.00	\$55.00
1/8/2019	MF	Reviewed file and conference with AP regarding receivership issue.	0.10	\$275.00	\$27.50
1/9/2019	MF	Reviewed file, drafted summary of all proceedings, and circulated.	0.30	\$275.00	\$82.50
				<u>Total</u>	<u>Total</u>
				<u>Hours</u>	<u>Amount</u>
				1.30	\$357.50
Total Amount Due					\$357.50



Padfield & Stout, LLP
Attorneys & Counselors at Law

420 Throckmorton St , Suite 1210
Fort Worth, TX 76102
817-338-1616

3/2/2019

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include invoice number with all payments. For your convenience we accept all major credit cards with a 3% service fee.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 092640

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
2/21/2019	SB	Obtained docket, reviewed and conferred with JL.	0.20	\$125.00	\$25.00
2/21/2019	JL	Review docket and multiple recent pleadings in this matter. Confirm Houston property not included. Exchange emails with AP regarding same as well as upcoming claim process.	0.80	\$300.00	\$240.00
2/21/2019	MF	Reviewed SEC filings and exchanged emails with AP/JL regarding the same.	0.20	\$275.00	\$55.00
2/22/2019	AP	EquityBuild file-Conference with Anson re: Receiver case update and no decision yet by Receiver to wipe out liens on Houston property, only IL properties and confirm Anson is monitoring the docket and discussed continued strategy to lay low but monitor for claim submission related to IL properties and Anson to begin assembly of his claim information now in advance	0.30	\$365.00	\$109.50
				<u>Total Hours</u>	<u>Total Amount</u>
				1.50	\$429.50

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
2/28/2019	CB	PACER Search total for the month	1.00	\$14.20	\$14.20
				<u>Total Qty</u>	<u>Total Amount</u>
				1.00	\$14.20

Total Amount Due \$443.70



Padfield & Stout, LLP
Attorneys & Counselors at Law

420 Throckmorton St , Suite 1210
Fort Worth, TX 76102
817-338-1616

4/2/2019

AMark Investment Trust
Attn: Anson Markwell, Trustee
12032 Toscana Way
Frisco, TX 75035

Tax ID: 83-0346090
Due Date: Net 30

Please include invoice number with all payments. For your convenience we accept all major credit cards with a 3% service fee.

Chicago, Illinois and Houston, Texas Property Investments with
EquityBuild, Inc. et al.

Invoice #: 093614

Professional Services Rendered

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
3/11/2019	SB	Reviewed bk case (sec v. eb) via Pacer and saved docket sheet for atty review.	0.10	\$125.00	\$12.50
3/12/2019	AP	Review docket from 11/15 forward and identify items for potential further review and summarize current status, recent activity, pending matters, various stay relief motions allowing victims to pursue EB in state court, and assess claim filing deadline and hearing transcripts. Coordinate next steps with Jeff.	1.00	\$365.00	\$365.00
3/27/2019	JL	Review ABP notes regarding docket and assess various pleadings for potential relevance; provide select pleadings and summary of status to client; review receivership website for status.	0.40	\$300.00	\$120.00
				<u>Total Hours</u>	<u>Total Amount</u>
				1.50	\$497.50

Expense(s)

<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Amount</u>
3/29/2019	CB	PACER Search total for the month	1.00	\$13.60	\$13.60
				<u>Total Qty</u>	<u>Total Amount</u>
				1.00	\$13.60

Total Amount Due \$511.10