

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

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

**RECEIVER’S REPLY BRIEF IN SUPPORT  
OF HIS SUBMISSION ON GROUP 7 CLAIMS**

The Receiver, consistent with the Court’s schedule for Group 7 Claims, submits this reply brief in further support of his Submission and in response to certain positions set forth by: (i) Claimant BMO Bank N.A. f/k/a BMO Harris Bank N.A. (“BMO”) as to 4533-47 S Calumet Avenue (Dkt. 1794); (ii) Claimant Citibank, N.A., as Trustee for the Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2018-SB48 (“Citibank as Trustee”) as to 7255-57 S Euclid Avenue and 6250 S Mozart Street (Dkt. 1797); and (iii) Claimant Sabal Capital Operations, LLC, as successor in interest to Sabal TL1, LLC, (“Sabal”) as to 638 N Avers Avenue (Dkt. 1798) (collectively, the “Institutional Lenders,” unless individually identified).

The Receiver will not repeat the points in his Submission on Group 7 Claims (Dkt. 1772), but provides this reply to address matters not addressed previously.

**I. The Receiver Agrees with SEC’s Position and Rationale on Priority.**

The Receiver agrees with the SEC’s Position Statement on Group 7 Claims (Dkt. 1795), which emphasizes the Seventh Circuit’s determination that a pre-existing secured interest cannot be extinguished without the delivery of a valid release. *See SEC v. EquityBuild, Inc.*, 101 F.4th 526, 532 (7th Cir. 2024) (affirming this Court’s rulings on Group 1 claims). Here, it is undisputed that there were no releases provided by either the investor lenders or anyone purporting to act on their behalf. This fact, alone, makes this situation more straightforward than the case before the Seventh Circuit on Group 1 claims, where releases (*albeit* invalid) were recorded in the public record.

**II. The Institutional Lenders’ Actual and Apparent Authority Arguments Largely Repeat Arguments Previously Rejected by this Court and/or the Seventh Circuit.**

The Institutional Lenders continue to argue that EquityBuild Finance had actual and apparent authority to release the liens, and that their payments to EquityBuild Finance extinguished the prior secured interests. (Dkt. 1794 at 10-16; Dkt. 1797 at 5-10; Dkt. 1798 at 3-8) These arguments have been previously raised by other claimants in both Group 1 and Group 2 with respect to the same instruments, and were rejected by this Court. (Dkt. 1386 at 14-28; Dkt. 1679 at 21-25) Such arguments should be rejected here again.

As to the issue of actual authority, the collateral agency and servicing agreements (“CASAs”) make clear that EquityBuild Finance had no authority to take action on the collateral securing the investor-lenders’ mortgage without written authorization from the investor lenders. (*See, e.g.*, Dkt. 1797, Ex. K, § 3 (Citibank); Dkt. 1798, Ex. E, § 3 (Sabal); Dkt. 1794, Ex. 7, § 3 (BMO)) And the unnamed document referred to by the Institutional Lenders as the “Authorization Document,” which was part of the investor lenders’ loan packages, did not give EquityBuild

Finance authority to unilaterally release the mortgages. This Court previously addressed the same issue for both Group 1 and Group 2 claims and ruled that EquityBuild Finance lacked actual authority based on the CASAs or the other documents to release the investor-lenders' mortgage. (Dkt. 1386 at 15-24; Dkt. 1679 at 22-23)

As to the issue of apparent authority, the Institutional Lenders again attempt to rely upon the mortgages' references to "c/o" – *i.e.*, "THE PERSONS LISTED ON EXHIBIT A c/o EquityBuild Finance, LLC . . . ." – as the basis for EquityBuild Finance's ability to release the mortgages of the investor lender claimants. (*See, e.g.*, Dkt. 1797 at 5 (Citibank); Dkt. 1798 at 5-6 (Sabal); Dkt. 1794 at 11-12 (BMO)) But this Court previously determined that the use of "c/o" is not an indication "that the Individual Investors granted EquityBuild Finance authority to release the Mortgage on their behalf." (Dkt. 1679 at 24) Several of the claimants refer again to the unpublished decision in *5201 Washington Inv'rs LLC v. EquityBuild, Inc.*, 2024 IL App (1st) 231403-U, which is of no moment, primarily because that case involved a recorded release that was purportedly executed by EquityBuild Finance as agent for the persons listed on Exhibit A to the mortgage, and there were no releases of record in this matter.<sup>1</sup>

Each of these claimants also invokes the Illinois Fiduciary Obligations Act. (Dkt. 1797 at 8-9; Dkt. 1798 at 6-7; Dkt. 1794 at 7-9) This Court, when facing such arguments in resolving

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<sup>1</sup> While the *5201 Washington* action nominally involves a suit against EquityBuild, Inc., by agreement with the plaintiffs who initiated that action and consistent with an agreed order issued by this Court (Dkt. 1176), the Receiver has had no participation in nor played a role in that litigation (as the *5201 Washington* property is not a property within the Receivership estate). The Receiver also acknowledges that BMO has raised for the first time a purported release, which is addressed in Section II, *infra*.

Group 1, recognized that the CASAs disclaimed a fiduciary relationship, which resolves these issues.<sup>2</sup>

Finally, as to the Institutional Lenders' arguments that their payments to EquityBuild Finance entitled them to the release of the prior liens, such arguments depend entirely on a finding of agency. The Institutional Lenders also suggest that the Seventh Circuit's decision supports in some fashion their argument that upon payment they are entitled to a valid release and therefore priority. (Dkt. 1797 at 9; Dkt. 1798 at 7; Dkt. 1794 at 6) But the Seventh Circuit did not so hold; nor did it endorse the interpretation of the Institutional Lenders. Rather, the Seventh Circuit's decision cites to the decisions in *Fed. Nat'l Mortg. Ass'n v. Kuipers*, 314 Ill. App. 3d 631, 636-37 (2d Dist. 2000) and *N. Shore Cmty. Bank & Tr. Co. v. Sheffield Wellington LLC*, 2014 IL App (1st) 123784, ¶¶ 66-82, as reflective of Illinois law which provides that "a mortgage lien remains in effect until it is released," and without a properly executed and delivered release, the lien persists. *See* 101 F.4th at 531. Because there was no delivery of any release to these Institutional Lenders, the lien persisted up through the time this Court approved the Receiver's sale of the property and ordered that the unreleased lien attach with equal force to the proceeds of the sales.<sup>3</sup>

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<sup>2</sup> BMO cites *Cty. of Macon v. Edgcomb*, 274 Ill. App. 3d 432, 436 (4th Dist. 1995) in a continued effort to elude this Court's prior guidance on such issues. But, in fact, that decision notes that liability of an honest third party who deals with a fiduciary is not limited when that third party has suspicion that the fiduciary is acting improperly "and deliberately refrains from investigating in order that he may avoid knowledge that the fiduciary is acting improperly." *Id.* (emphasis supplied). As the Receiver's submission provides, there is ample evidence to support a finding that BMO knew or should have known of EquityBuild's improprieties. (*See* Dkt. 1772 at 13-18)

<sup>3</sup> If not enough, the Institutional Lenders argue before this Court that the Seventh Circuit's decision affirms the Institutional Lenders' arguments based on *Rockford Life Ins. Co. v. Rios*, 128 Ill. App. 2d 190 (3rd Dist. 1970). That is simply inaccurate. The Seventh Circuit decision holds that Illinois law follows *Kuipers and North Shore*, and all that the *Rockford* decision reflects is that payment alone is not enough to extinguish a secured interest, but rather a release is necessary. 101 F.4th at 532. No such release was provided by the investor lenders to the institutional lenders.

Irrespective, the argument that the Institutional Lenders are entitled to an *ex post facto* release of the investor lenders' mortgages further requires a finding that the lenders received "full payment" of the debt, a finding which is not supported by the evidence of record. In fact, the record shows that the payoffs made to EquityBuild Finance (or, in several cases, to EquityBuild Inc.) were for far lesser amounts than the mortgage loan balances. See 765 ILCS 905/2 (mortgagee must deliver release to mortgagor after "having received *full satisfaction and payment of all such sum or sums of money as are really due to him or her* from the mortgagor") (emphasis added).

### **III. Specific Issues Regarding the Properties at Issue.**

#### **A. BMO**

In its submission, BMO raises certain arguments and issues not expressly raised by the other Institutional Lenders and which are addressed here.

As set forth in the Receiver's submission, the individual lender claimants did not release the mortgage at issue, and BMO never produced a release that it was provided, nor was any release recorded. These are uncontested facts. BMO's response attaches and cites for the first time a release document (Dkt. 1794, Ex. 4), and states that "after closing a release was executed, but never recorded." The BMO closing was on February 10, 2017 and BMO's mortgage was recorded on February 23, 2017. BMO relies on the face of the purported release to state that it was signed by Shaun Cohen on April 4, 2017.

However, the purported release relied upon by BMO was *not* provided by BMO in its submission of its proof of claim nor subsequently in response to any discovery requests before this submission, nor was it produced by Primary Title, which conducted the closing. It appears instead that this document was discovered by BMO in its search of EquityBuild's files in the course of this litigation. After seeing Exhibit 4 to BMO's position statement, the Receiver conducted

searches of EquityBuild's records and determined that this instrument was first created in April of 2018, but the Receiver did not locate any evidence showing that the release was actually delivered to BMO or the title company or even its real estate counsel.

Indeed, the genesis of that document is that in April 2017, December 2017, and January 2018, BMO's Bagnuolo repeatedly told Jayne Norris at Primary Title that they still need a release deed for the investor mortgage that was purportedly paid off. (Dkt. 1792, Ex. 42, Primary Title 345, 436, 449 of 473) The Receiver's further research shows that, in fact, the release was prepared by Jessica Baier on April 4, 2018, and that someone else other than Shaun Cohen signed his name on the instrument. (*Compare* signatures on Dkt. 1537, Ex. 25 (page 2) (Release recorded on Group 2 property) to Dkt. 1794, Ex. 4)

As the Seventh Circuit held, a lien is extinguished upon payment *and delivery* of a valid release. *See* 101 F.4th at 532. *See also* IMFA, 765 ILCS 905/2, providing that a mortgage is released only if the mortgagee makes, executes, and delivers an instrument in writing releasing such mortgage (or as provided in the Mortgage Certificate of Release Act, which is not relevant here). In this case, although the document found by BMO appears to have been circulated internally within EquityBuild, the release was never provided to either BMO or the title company. No delivery of this purported release (created a year after the closing and bearing a signature that is not Shaun Cohen's) occurred.

BMO also states that the dispute is between them and "certain individuals and entities who claim an unsecured interest in Property 2." (Dkt. 1794 at 1) While BMO and the investor lenders may disagree about priority, there is no credible dispute that the investor lenders are claiming a *secured* interest, as opposed to an unsecured interest. On a related note, BMO challenges the priority recommendation made to six claimants who are not listed on Ex. A. (Dkt. 1794 at 17) The

record reveals that each such claimant did enter a mortgage agreement with EquityBuild pursuant to which they paid funds to “buyout” another lender listed on Exhibit A to the recorded mortgage. Under these circumstances, the investor lender stepped into the shoes of the other investor lender, and may assert *that* lender’s secured interest, a point which this Court has affirmed through its approval of the Receiver’s recommendations on prior groups. (*See, e.g.*, Dkt. 1672 at 2-3; Dkt. 1679 at 40).<sup>4</sup>

BMO also makes the argument that claimants Matviishin and Joshua Mora should not retain their secured interest because they were repaid. (Dkt. 1794 at 18, and Ex. 5 & 6 thereto) As to the Matviishin claim, EquityBuild records reveal that EquityBuild conceded that this claimant had this and other note positions reassigned away from him without having signed any paperwork to convert his loans to equity. (*See* Ex. 1) Research in EquityBuild records also revealed that Joshua Mora never received funds associated with his alleged buyout. (*See* Ex. 2) Previously, this Court approved of a distribution plan considering similarly situated claimants to be secured. (*See* Dkt. 1679 at 40)

Finally, BMO argues that Joshua Mora should be disqualified because of a relationship with EquityBuild (*id.* at 19). BMO’s guilt-by-association argument that Joshua Mora’s claim should be disqualified because he is the brother of former EquityBuild employee Chris Mora is simply too attenuated, and inconsistent with how the Court has ruled previously with respect to the parent of another EquityBuild employee. (*See* Dkt. 1717, approving distribution to father of employee)

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<sup>4</sup> At a minimum, these investor lender claimants have equitable mortgages, which under the circumstances should be treated as no different than other Exhibit A mortgagees.

## CONCLUSION

For the foregoing reasons, the Receiver stands by the recommendations made in his Submission on Group 7 Claims.

Dated: December 16, 2024

Kevin B. Duff, Receiver

By: /s/ Michael Rachlis  
Michael Rachlis  
Jodi Rosen Wine  
Rachlis Duff & Peel, LLC  
542 South Dearborn Street, Suite 900  
Chicago, IL 60605  
Phone (312) 733-3950  
[mrachlis@rdaplawn.net](mailto:mrachlis@rdaplawn.net)  
[jwine@rdaplawn.net](mailto:jwine@rdaplawn.net)



**CERTIFICATE OF SERVICE**

I hereby certify that on December 16, 2024, I electronically filed the foregoing **Receiver's Reply Brief In Support Of His Submission On Group 7 Claims** with the Clerk of the United States District Court for the Northern District of Illinois, using the CM/ECF system. A copy of the foregoing were served upon counsel of record via the CM/ECF system.

I further certify that I caused true and correct copy of the foregoing **Reply**, to be served upon all claimants included on the Email Service List for Group 7 by electronic mail.

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

/s/ Michael Rachlis  
Rachlis Duff & Peel, LLC  
542 South Dearborn Street, Suite 900  
Chicago, IL 60605  
Phone (312) 733-3950  
Fax (312) 733-3952  
[mrachlis@rdaplw.net](mailto:mrachlis@rdaplw.net)

# Exhibit 1

---

**From:** Julie Foster  
**Sent:** Wednesday, March 21, 2018 2:41 PM CDT  
**To:** Christopher Mora  
**CC:** John Allred  
**Subject:** Re: URGENT: Underpaid interest, missing \$150K of principal Fwd: Notification of Electronic Deposit

I am sure he didn't authorize - it has happened to so many people - surely you are not still surprised. We can't move him anywhere either because it is his iPlan account so the funds have to be returned to iPlan before they will accept new docs.

On Wed, Mar 21, 2018 at 2:39 PM, Christopher Mora <[cmora@equitybuildfinance.com](mailto:cmora@equitybuildfinance.com)> wrote:  
He never authorized any of that I don't know how that happened.

On Wed, Mar 21, 2018 at 15:38 Julie Foster <[julie@equitybuild.com](mailto:julie@equitybuild.com)> wrote:  
Chris - he had his positions sold out from under him!

On Wed, Mar 21, 2018 at 2:29 PM, Christopher Mora <[cmora@equitybuildfinance.com](mailto:cmora@equitybuildfinance.com)> wrote:  
Hi John, Julie,

Please see.

I don't know why Vlad is seeing positions missing from his statement.

He has never signed his docs to move other funds into the equity funds because he has been waiting to see his \$50k position move over smoothly and so far he hasn't as he has been still waiting for info that he requested as John knows.

Since he never signed docs to move the other positions over, he has not had those funds taken off those debt funds, and as such, should still receive interest. That is my understanding, correct John?

Thank you for the review and follow up with Vlad!

Chris

----- Forwarded message -----

**From:** Vlad Matviishin <[vlad94103@gmail.com](mailto:vlad94103@gmail.com)>  
**Date:** Wed, Mar 21, 2018 at 4:16 AM  
**Subject:** URGENT: Underpaid interest, missing \$150K of principal Fwd: Notification of Electronic Deposit  
**To:** Christopher Mora <[cmora@equitybuildfinance.com](mailto:cmora@equitybuildfinance.com)>, [statements@equitybuildfinance.com](mailto:statements@equitybuildfinance.com)

Hello,

Please check the statement below.

I see discrepancy: underpaid interest - and missing Principal of about \$150,000.

Loan# 0160062716 - 6250 S Mozart - amount \$771.77 - Principal \$59,750

Should be payment of \$1,937.50 per month, principal \$150,000

I also see reduced payment in January. It was \$1,937.50 all months before Jan.

Listed on my IRA: Monthly Interest expected \$1,937.50 on \$150K Principal EquityBuild Inc. [2832 W 63rd St.](#)

2) Also missing interest and Principal for the following note:

Equity Build Inc [4533 S Calumet](#) , monthly \$722.50 on \$51,000 principal.  
Missing interest and principal.

I confirm that IRA account did not receive return of any Principal.

Missing notes/assets;

|  |                              |              |
|--|------------------------------|--------------|
| 1) Equity Build Inc <a href="#">4533 S Calumet</a>   | 51,000                       | \$51,000.00  |
| 2) EquityBuild Inc. <a href="#">2832 W 63rd St.</a> 150K 100% Ownership in In Note and 12% Ownership In Mtg. | 150,000 (only 59,750 listed) | \$150,000.00 |
| 3) EquityBuild, Inc. <a href="#">4611-15 S Drexel Chicago, IL 60653 cook county</a> P# 20023160030000        | 8,000                        | \$8,000.00   |

Please investigate and reinstate the Principal Amounts and monthly interest.

Here is my IRA account notes with EB:

| Asset  | Units          | Market Value  |
|--|----------------|---------------|
| Equity Build Inc <a href="#">4533 S Calumet</a>  | 51,000.000000  | \$51,000.00   |
| Equity Build Inc <a href="#">8201 S Kingston Ave Chicago IL 60617</a> P#2131126001000                            | 19,700.000000  | \$19,700.00   |
| EquityBuild Inc. <a href="#">1700 W. Juneway Ter.</a> SECPN-801  | 7,500.000000   | \$7,500.00*   |
| EquityBuild Inc. <a href="#">2832 W 63rd St.</a> 150K 100% Ownership in In Note and 12% Ownership In Mtg.        | 150,000.000000 | \$150,000.00* |
| EquityBuild Inc. <a href="#">5450 S Indiana Ave.</a> Note: \$14,000 100% Mtg: \$3,050,000 .46% P# 20103100560000 | 14,000.000000  | \$14,000.00*  |
| EquityBuild, Inc. <a href="#">4611-15 S Drexel Chicago, IL 60653 cook county</a> P# 20023160030000               | 8,000.000000   | \$8,000.00    |
| Total Value :  |                | \$250,200.00  |

Please investigate and reinstate the Principal Amounts and monthly interest.

Thanks,  
Vladimir Matviishin

----- Forwarded message -----

From: <[statements@equitybuildfinance.com](mailto:statements@equitybuildfinance.com)>

Date: Sun, Feb 25, 2018 at 3:16 PM

Subject: Notification of Electronic Deposit

To: [vlad94103@gmail.com](mailto:vlad94103@gmail.com)

**NOTIFICATION OF DEPOSIT**

Dear iPlanGroup Agent for Custodian FBO Vladimir Matviishin IRA,

EquityBuild Finance, LLC has initiated an electronic credit (deposit) to your bank account for the amount of \$1,341.94. Funds should appear in your account on 2/26/2018.

**Amount of Deposit:** \$1,341.94

**Date of Deposit:** 2/26/2018

**Reference No:** 0019525

A detailed report in PDF file format has been attached to this e-mail. If you do not have a PDF file reader, you can download one for free at <http://www.adobe.com/products/acrobat/readstep2.html>.

Sincerely,

Loan Service Department  
EquityBuild Finance, LLC  
[\(877\) 978-1916](tel:(877)978-1916)

--

**Christopher D. Mora, BA, MA, MPA, JD** | Relationship Manager  
US Navy (Active, 99-03, 07-13, 16-Pres; USNR, 03-07, 13-16; Afghanistan 2013)  
University of Pennsylvania Law School, 1999; Harvard University, 2005  
University of New Orleans, 1996; US Naval War College, 2008

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**Christopher D. Mora, BA, MA, MPA, JD** | Relationship Manager

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**From:** Julie Foster  
**Sent:** Wednesday, March 21, 2018 3:17 PM CDT  
**To:** Elizabeth Kammerer  
**Subject:** Re: FR Updates - 3/21

thanks, well, we really need to get him back into the properties that iPlan thinks he is on since he won't sign for SSDF4 and then I am sure we won't be sending the funds back either - John is going to talk to Adam.

On Wed, Mar 21, 2018 at 3:08 PM, Elizabeth Kammerer <[elizabeth@equitybuildfinance.com](mailto:elizabeth@equitybuildfinance.com)> wrote:

Anything I can help with?

**Thanks,**

**Mrs. Elizabeth Kammerer** *Document Control Manager, EquityBuild Finance, LLC*  
Tel: (877) 978-1916 x 1804 | Mobile: (469) 910-9790 | Fax: (877) 978-2727 | [www.equitybuildfinance.com](http://www.equitybuildfinance.com)

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----- Forwarded message -----

**From:** Christopher Mora <[cmora@equitybuildfinance.com](mailto:cmora@equitybuildfinance.com)>  
**Date:** Wed, Mar 21, 2018 at 3:01 PM  
**Subject:** Re: FR Updates - 3/21  
**To:** Frances Lin <[flin@equitybuild.com](mailto:flin@equitybuild.com)>  
**Cc:** Docs <[docs@equitybuild.com](mailto:docs@equitybuild.com)>

Vlad is still waiting for data from Operations - no update. Ball is in EB court.

Also, he is currently concerned because somehow EB sold off other debt positions of his to others and he did not sign / authorize it. John Allred and Julie Foster are working this.

On Wed, Mar 21, 2018 at 9:06 AM, Frances Lin <[flin@equitybuild.com](mailto:flin@equitybuild.com)> wrote:  
Hi Chris,

Could you please update the FR today on the following? Thank you!

**Chicago Fund 2**



(CM) Vlad Matviishin - Still waiting for registration.

**Frances Lin**

**EquityBuild, Inc. and**

**EquityBuild Finance, LLC**

Direct: [+1 \(877\) 978.1916 x1828](tel:+18779781916)

Fax: [+1 \(800\) 578.7161](tel:+18005787161)

[EquityBuild.com](http://EquityBuild.com) | [EquityBuildFinance.com](http://EquityBuildFinance.com)

Dallas | Marco Island | Denver | Chicago

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**Christopher D. Mora, BA, MA, MPA, JD** | Relationship Manager

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University of Pennsylvania Law School, 1999; Harvard University, 2005

University of New Orleans, 1996; US Naval War College, 2008

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# Exhibit 2

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**From:** Christopher Mora  
**Sent:** Tuesday, August 7, 2018 11:00 AM CDT  
**To:** Jerry Cohen  
**Subject:** Re: Fw: TRIBAL FUND

Jerry,

Thank you for this update.

There are a few clients who have said, given their backgrounds, that they thought they could help in this restructure or to create liquidity. They are:

REDACTED

All of them have conveyed that if they were contacted, they may be able to open up avenues for solutions.

I just wanted to make sure that they were on your radar so that no stone is left unturned.

As you have observed, I am taking the arrows with you and will keep doing so to see us get over the finish line in a better place.

Yes please continue to keep me informed and updated when a solution / course of action is chosen.

Thank you,

Chris

On Tue, Aug 7, 2018 at 10:40 Jerry Cohen <[jerry@equitybuild.com](mailto:jerry@equitybuild.com)> wrote:  
Chris,

The source of funds that we had been counting on turned us down last evening. At the moment, we are sitting on enough cash only to pay the most essential items like property insurance, critical payroll, etc. In other words, for the moment, we are keeping the lights on and are meeting today to determine how to respond to this latest development. I'm terribly sorry our situation has deteriorated to this point and put you and your family in this terrible situation. I will advise as soon as we determine the direction we are going to go in to remedy this.

On Tue, Aug 7, 2018 at 11:22 AM, Christopher Mora <[cmora@equitybuildfinance.com](mailto:cmora@equitybuildfinance.com)> wrote:  
Hi Jerry,

Thank you for the update, and for letting me know that it should be good to return Joshua's funds mid-week this week.

I know things are difficult right now, but at the same time, with my brother's and my funds having been bought out by other lenders, dollar for dollar, it would seem that returning the liquid bought-out funds is not insurmountable.

I arrived to New Orleans on Saturday evening.

We do not see my brother and grandfather until tomorrow, Wednesday, mid-week.

As you know, this is becoming an unbearable meeting. I appreciate your pushing Joshua's funds back today so that when I see him and my grandfather tomorrow, Wednesday, mid-week, he will see those funds hit.

You have my 100% efforts working the restructure efforts, maintaining good relationships with clients (speaking to many even now daily on my long overdue vacation), and toward the new business development efforts taking the Hybrid Capital Fund to Tribes in Indian Country (I am waiting for Chris Taylor to send me his biography but mine is done and so is Rick Hill's as I let Shaun and Gary know yesterday).

Thank you,  
Chris

On Fri, Aug 3, 2018 at 10:52 Jerry Cohen <[jerry@equitybuild.com](mailto:jerry@equitybuild.com)> wrote:  
Chris,

I promised you I would do all I could before you left and I have done just that. Unfortunately, the source of funds I expected to produce before today has not. I expect it to happen by mid week but I can't guarantee anything other than I will be pushing hard to get it done. I'm sorry you confront an difficult weekend. I feel terrible about that. I know that is no comfort but my hands are tied at the moment.

**REDACTED**