

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

SECURITIES AND EXCHANGE
COMMISSION,
Plaintiff,

v.

CASE NO. 8:20-CV-325-T-35AEP

BRIAN DAVISON;
BARRY M. RYBICKI;
EQUIALT LLC;
EQUIALT FUND, LLC;
EQUIALT FUND II, LLC;
EQUIALT FUND III, LLC;
EA SIP, LLC;

DISPOSITIVE MOTION

ORAL ARGUMENT REQUESTED

Defendants, and

128 E. DAVIS BLVD, LLC;
310 78TH AVE, LLC;
551 3D AVE S, LLC;
604 WEST AZEELE, LLC;
2101 W. CYPRESS, LLC;
2112 W. KENNEDY BLVD, LLC;
5123 E. BROADWAY AVE, LLC;
BLUE WATERS TI, LLC;
BNAZ, LLC;
BR SUPPORT SERVICES, LLC;
BUNGALOWS TI, LLC;
CAPRI HAVEN, LLC;
EA NY, LLC;
EQUIALT 519 3RD AVE S., LLC;
MCDONALD REVOCABLE LIVING TRUST;
SILVER SANDS TI, LLC;
TB OLDEST HOUSE EST. 1842, LLC;
Relief Defendants.

/

**DEFENDANT BRIAN DAVISON'S MOTION TO DISMISS THE AMENDED
COMPLAINT AND MEMORANDUM OF LAW IN SUPPORT THEREOF**

Defendant Brian Davison ("Davison"), through counsel and pursuant to Federal Rule of Civil Procedure 12(b)(6), seeks entry of an order dismissing the Amended Complaint and hereby

submits the following memorandum of law in support of his motion to dismiss the July 9, 2020 Amended Complaint (“Am. Cmplt.”) submitted by plaintiff Securities and Exchange Commission (“SEC”).

I.

INTRODUCTION

The SEC commenced this case to halt what they characterized as an ongoing “scheme to defraud” related to the offering of certain interest-bearing investments in real estate debenture investment funds, including EquiAlt LLC (“EquiAlt”) (the manager of the following entities), EquiAlt Fund, LLC (“Fund I”), EquiAlt Fund II, LLC (“Fund II”), EquiAlt Fund III, LLC (“Fund III”) and EA SIP, LLC (“EA SIP”) (collectively, the “Funds”).

The Funds were separate investment vehicles that obtained investments through debentures – instruments with set, periodic interest payments – and used those funds to buy distressed real estate assets. Ultimately, according to the Receiver appointed in this action, the Funds acquired over 350 residential units, and other properties. *See, e.g.*, Receiver’s First Quarterly Report, Docket Entry 84, at 50.

At the time that this action was commenced, the largest of the Funds had entered into the wind-down phase, Davison was spearheading the sale of properties to generate funds to pay investors, fund-raising had effectively been halted and Fund III had already been closed.

The Amended Complaint (“Am. Cmplt.”) (Docket Entry 138) asserts that the Funds relied on a wide range of purportedly material misrepresentations and omissions to raise money from supposedly unaccredited investors. The SEC alleges that this conducted violated Sections 5(a) and (c) of the Securities Act of 1933 (“Securities Act”), 15 U.S.C. § 77e(a) and (c) (Count I); Sections 17(a)(1), (2) and (3) of the Securities Act, 15 U.S.C. § 77q(a)(1), (2), and (3) (Counts

II, III and IV); Section 10(b) of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. § 78j(b) and Rule 10b-5 thereunder, 17 C.F.R. §240.10b-5 (Counts V, VI and VII); Section 20(a) of the Exchange Act, 15 U.S.C. § 78t(a) (Count VIII); and Section 15(a) of the Exchange Act, 15 U.S.C. § 78o(a) (Count IX).

Yet the SEC’s claims against Davison founder upon one essential failure: according to the SEC’s own allegations, and the documents it has submitted in support thereof, Davison did not communicate directly with investors and was not responsible for any misrepresentations that might have been made to them. Moreover, to the extent that oral misrepresentations might have been made by other defendants, the written disclosures that investors received directly contradicted those claimed oral misstatements.

Finally, notwithstanding the SEC’s inflammatory rhetoric that this is a classic Ponzi scheme, that assertion is negated by the fact that the Funds acquired hundreds of properties, most of which were occupied, and were in the process of selling many of them off.¹

II.

THE SEC’S OWN SUBMISSIONS DEMONSTRATE THE ABSENCE OF ACTIONABLE CLAIMS AGAINST DAVISON

Considering that the SEC alleges a widespread scheme to defraud by misrepresenting the nature of interests purchased by investors and the risks associated with that investment, it is remarkable that the SEC’s submissions demonstrate Davison played no role in making those alleged misrepresentations. Moreover, many of the misrepresentations allegedly made to investors were directly contradicted by written disclosures provided to them.

¹ Further demonstrating that the operations of the Funds were real and substantial, the Funds were recognized as one of the larger purchasers of tax liens that allowed them to buy assets cheaply. *See, e.g.*, <https://www.tampabay.com/news/business/realestate/tampa-investor-profits-when-people-dont-pay-their-property-taxes/2223949/>; *see also* <https://www.businessobserverfl.com/article/equalt-tampa-distressed-property-investment>.

First, the Amended Complaint not only fails to set out that Davison is responsible for those misrepresentations, it affirmatively provides to the contrary. The Amended Complaint explicitly states – repeatedly – that it was defendant Barry Rybicki (“Rybicki”) who controlled the marketing and selling process. It states that “Davison and Rybicki largely split their primary functions” (Am. Cmplt. ¶ 38) and that “Rybicki primarily controlled communications with investors [and] marketing” and executed agreements with investors. *Id.*, ¶ 4. *See also id.*, ¶ 11 (“Rybicki’s activities were largely directed toward soliciting and raising money from investors” and “Rybicki communicated directly with investors, and raised money from investors for the Funds”), ¶ 41 (“Rybicki was otherwise primarily responsible for raising money for the Funds from investors.”)

Rybicki was in charge of the sales force, as well as marketing materials. The Amended Complaint alleges that “Rybicki created, reviewed, or approved changes to marketing materials” and “controlled the distribution or dissemination of the Funds offering documents to prospective investors.” Am. Cmplt. ¶ 40. The SEC makes clear that “Rybicki primarily controlled the sales force and communications with investors” (*id.*) and that he “managed EquiAlt’s relationships with various third-party sales agents,” “provided those agents with marketing and offering materials” and “advised third-party sales agents that neither a license nor registration were required to sell EquiAlt securities.” *Id.*, ¶ 41; ¶ 47 (“sales force was amassed in large part by Rybicki.”) *See also id.* at ¶¶ 58, 64-67, 71-72, 76.

Second, the materials submitted by the SEC in support of the Order to Show Cause, consisting of investor questionnaires and other materials from investors, further demonstrate that Davison cannot be implicated in any misrepresentations in the selling process.

The SEC submitted, contemporaneously with its initial application, what were marked as Exhibits 6, 36, 37 and 28 (Docket Entries 7-2, 7-6, 7-7 and 7-8; these are attached hereto as Exhibits 1, 2, 3 and 4). These exhibits included questionnaires from various investors, and a declaration of one investor, James M. Conley (“Conley”), that attached the disclosure materials he received from one of the sales agents Rybicki controlled. *See* Ex. 4, DE 7-8 at ¶¶ 9, 17.

In the first investor questionnaire (Ex. 1, DE 7-2 at pages 1-7)) the investor relates that it was Rybicki who contacted them. Furthermore, rebutting the SEC’s claim, that investor notes no misrepresentations that were made to them, and then adds “Everything has gone smoothly.” The second investor questionnaire (DE 7-2 at pages 8-14) also states that such investor was contacted by Rybicki, not Davison.

Docket Entry 7-6, Exhibit 2 hereto, includes questionnaires from multiple investors. Not one says they had any contact with Davison. Instead they state – each and every one – that they only interacted with Rybicki or sales agents Rybicki purportedly controlled. Some also note no alleged misstatements were made, *see, e.g.*, DE 7-6 at 5-6, and as another investor proclaimed “So Far I’m Happy With Them!” DE 7-6 at 63; Ex. 2 hereto.

Exhibit 37 to the SEC’s Order to Show Cause Application (Docket Entry 7-7, and Exhibit 3 hereto) contains an additional investor questionnaire, where the investors states he had not been contacted by Davison. *See, e.g.*, DE 7-7 at 3.²

Exhibit 38, DE 7-8, Exhibit 4 hereto, which includes the materials from Conley, also indicate that he never spoke to Davison, and that his investment was based largely on the oral

² This questionnaire also included a January 8, 2020 letter (page 8), noting that the Fund is closed and that they would shift to “the sale of the fund’s assets to repay all investor principle starting in Q1 2020.” It provided that “Management estimates that the value of the assets exceeds the liabilities against the fund.” Finally, it sets out a plan involving “a pipeline of short-term flips to assist with cash flow and liquidity in the wind-down process.”

representations made to him by others. *See* Ex. 4 at 1-2, ¶¶ 3-11. Conley’s Declaration attached various disclosure documents, which provided, among other things, that the investments were risky and not registered (Ex. 4, at 11, 18, 29, 3968, 75, 85); that investor had to be accredited (*id.*, 72), and that commissions of up to 14% would be paid (*id.*, 100). All these disclosures negate the claim by the SEC of misrepresentations regarding those matters.

Third, the allegations set out in the Amended Complaint are directly contradicted by disclosures set out in the materials sent to investors. A comparison of the allegations set out in the Amended Complaint with statements made in disclosure documents sent to investors further erodes the claims made by the SEC.

WHAT IS CLAIMED	WHAT THE DISCLOSURES SAID
Investors were told that investments in the EquiAlt funds were secure, safe, low risk, and conservative. Am. Cmplt. ¶¶ 3, 46, 72.	The written disclosures provided to investors stated that “INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK” (Fund II May 10, 2013 Private Placement Memorandum (“PPM”), Ex. 5, ³ at i; <i>see also id.</i> at 3; Fund II March 29, 2017 PPM at 3, and 5 (“Investment herein involves substantial risk.”) ⁴ ; EA SIP LLC January 23, 2016 PPM at i-ii, and 7-9 ⁵ ; Equialt Fund LLC 2018 Subscription Agreement, Section 4.1. ⁶
The PPM’s misstated the uses of investor proceeds. Am. Cmplt. ¶¶ 55-57.	“Because any projection of the future is subject to uncertainties, actual results could vary significantly from those estimated. All uses of proceeds are estimated and subject to

³ A copy of this PPM was included as Exhibit 12, Docket Entry 7-5, pages 1 through 14 to the SEC’s original moving papers, and is submitted with this memorandum as Exhibit 5.

⁴ This PPM is included in Docket Entry 7-8, included as Exhibit 4 hereto, at pages 11-29.

⁵ This PPM is included as pages 32 through 49 of Docket Entry 7-5.

⁶ This subscription agreement is included as pages 35 through 63 of Docket Entry 7-6, which is included as Exhibit 2 to this Memorandum.

	change.” 10. Fund II May 10, 2013 PPM, Ex., at 4; <i>see also</i> EA SIP LLC PPM, at 9.
“EquiAlt falsely told investors in at least one Fund (Fund 2) it was registered with the Commission.” Am. Cmplt. ¶ 79.	“THESE SECURITIES HAVE NOT BEEN REGISTERED WITH NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION. . . . THIS OFFERING HAS NOT BEEN APPROVED OR DISAPPROVED UNDER APPLICABLE STATE SECURITIES LAWS” Fund II May 10, 2013 PPM, at i. <i>See also</i> March 29, 2017 PPM at i, 4; Subscription Agreement at Section 4.6; EA SIP LLC PPM at i, 5; 2018 EquiAlt Fund, LLC Subscription Agreement, at Section 4.6 (“The Subscriber understands that the Units have not been registered.”)
“Defendants also failed to disclose the various fees being paid by the Funds.” Am. Cmplt. ¶ 60; <i>see also id.</i> at 61; 69 (“Investors were also misled about the payment of management fees to EquiAlt”).	“This Offering offers substantial compensation and benefits to the Manager and other affiliates.” Fund II May 10, 2013 PPM, at 12. <i>See also</i> March 29, 2017 PPM at 9, 13; EA SIP LLC PPM at 4, 10, 12.
“Defendants also failed to adequately disclose to investors that their funds would be used to pay commissions to unregistered third party sales agents.” Am. Cmplt. ¶ 63.	“The Company may utilize the services of one or more registered broker/dealers or other financial intermediaries. In such cases, the Company may pay commissions or fees of up to 12% to such persons.” Fund II May 10, 2013 PPM, at 3. <i>See also</i> Subscription Agreement for Fund II, at Section 3.8 (“The Company may pay commissions of up to fourteen percent (14%) to licensed broker/dealers or finders in connection with this Offering.”)

III.

LEGAL ANALYSIS

EACH AND EVERY CLAIM ASSERTED BY THE SEC IS DEFICIENT

On a motion to dismiss, while “the Court must accept all factual allegations in a complaint as true and take them in the light most favorable to plaintiff” it is also the case that

“[a]llegations of security fraud are subject to the heightened pleading standards of Federal Rule of Civil Procedure 9(b).” *SEC v. Radius Capital Corp.*, 2012 WL 695668, *2 (M.D. Fl. Mar. 1, 2012) (citation omitted). Furthermore, the “Court may consider documents which are central to plaintiff’s claim whose authenticity is not challenged, whether the document is physically attached to the complaint or not, without converting the motion into one for summary judgment.” *Id.* at *3. *See also SFM Holdings, Ltd. v. Banc of Am. Securities, LLC*, 600 F.3d 1334, 1337 (11th Cir. 2010); *In re Paradyne Networks, Inc. Securities Litig.*, 197 F. Supp. 2d 1349, 1352 (M.D. Fla. 2002); *SEC v. Ustian*, 229 F.Supp.3d 739, 761-64 (N.D. Ill. 2017).

A. The SEC’s Failure to Satisfy Rule 9(b) Dooms Its Fraud Claims

Most seriously, the Amended Complaint fails to plead fraud with particularity. This defect requires dismissal of Counts II through IX.

“Rule 9(b) of the Federal Rules of Civil Procedure provides, in pertinent part, that “[i]n alleging fraud or mistake, a party must state with particularity the circumstances constituting fraud or mistake.” Fed.R.Civ.P. 9(b).” *SEC v. Spinosa*, 31 F.Supp. 3d 1371, 1374 (S.D. Fla. 2014). “This Rule ‘serves an important purpose in fraud actions by alerting defendants to the precise misconduct with which they are charged and protecting defendants against spurious charges of immoral and fraudulent behavior.’” *Id.* at 1374-75. (internal citations omitted). In order to satisfy this requirement, the complaint must set forth “(1) the exact statements or omissions made; (2) the time and place of each such statement and who made the statement or omission; (3) the substance of the statement and how it misled the plaintiff and (4) the defendants’ gain due to the alleged fraud.” *Spinosa*, 31 F.Supp. 3d at 1375 (internal citations omitted). *See also SEC v. Spartan Sec. Grp., Ltd.*, 2019 WL 2372277 (M.D. Fla. June 5, 2019) (Rule 9(b) requires the claim to set forth: ““(1) precisely what statements or omissions were

made in which documents or oral representations; (2) the time and place of each such statement and the person responsible for making (or, in the case of omissions, not making) them; (3) the content of such statements and the manner in which they misled the plaintiff, and; (4) what the defendant obtained as a consequence of the fraud.’’’) *See also SEC v. RPM Int’l, Inc.*, 282 F. Supp.3d 1, 12 (D.C. Cir. 2017) (9(b) standard applies to securities claims sounding in fraud including Section 10(b) of the Exchange Act and Section 17(a) of the Securities Act).

While the Amended Complaint asserts that investors were misled, it does not contain the kind of detailed statements required to demonstrate that it was Davison who misled them, let alone specify the time or place of each such misstatement or identify the investors to which they were made. Remarkably, the materials submitted by the SEC affirmatively demonstrate that Davison did not make any actionable misrepresentations to investors. Due to the failure to satisfy Fed.R.Civ.Proc. 9(b), the SEC cannot prevail on the fraud claims set out against Davison.

Under very similar circumstances, multiple courts, including courts in this District, have repeatedly dismissed securities fraud claims by the SEC. In *Spinosa*, for example, the SEC alleged that various materials were misleading, and that the defendant knew it, but it did not specifically identify the investors to whom these materials were distributed. The Court held that the failure to identify the investors to which specific misrepresentations were made required dismissal of the relevant count. *Spinosa*, 31 F. Supp.3d at 1375-76. The same reasoning applies to this case.

SEC v. Radius Capital Corp., 2012 WL 695668, * 7 (M.D. Fla. Mar. 1, 2012), which is from this District, is also instructive, as it demonstrates that a complaint is legally deficient where it lacks facts to tie a defendant to purported misstatements. In that case, the Court held that Fed.R.Civ.Proc. 9(b) is not satisfied merely by saying disclosure documents were misleading.

Rather, the SEC must allege facts showing that the defendant in question had ultimate authority over statements made and in how they were communicated to investors. That court held that Fed.R.Civ.Proc. 9(b) is unsatisfied where “the Complaint does not explain the process by which prospectuses are issued and distributed and does not identify who was ultimately responsible for the content of the prospectuses in this matter.” *Id.* This analysis applies with equal force here. Neither the Amended Complaint nor any materials submitted by the SEC allege that Davison made any oral statements directly to investors. Furthermore, the SEC has failed to plead facts that, if true, would show him to be the author, ultimate authority for, or disseminator of any written misstatements. To the contrary, the materials submitted by the SEC demonstrate the opposite. The same conclusion was reached in *SEC v. Dauplaise*, 2006 WL 449175 (M.D. Fla. Feb. 22, 2006). In that case, the court held that the alleged misstatement or omission must be specifically attributed to the defendant under Fed.R.Civ.Proc. 9(b). In that case, like in the case at bar, where the SEC “failed to articulate which misrepresentations and/or omissions are attributable to [Defendant] at the time of their public dissemination” dismissal was required. *Id.*, at * 6 (failure to allege that defendant prepared document dooms claim).⁷

The SEC’s consistent use of the passive voice throughout the Amended Complaint is indicative of their inability to identify who made which alleged misrepresentations and to whom they were made: “Investors were attracted by representations” (Am. Cmplt. ¶ 46); “Investors were also misled about the payment of management fees” (*id.* ¶ 69); “Investors were misled about the safety and risk of their investments” (*id.* ¶ 72); *see also id.* at ¶ 82. The law, however, requires more than this. It requires the SEC to specifically delineate who said what to whom and

⁷ See also *SEC v. Levin*, 2013 WL 594736, * 6 (S.D.Fl. Feb. 14, 2013). In *Levin*, the Court dismissed claims where the SEC failed to connect specific factual allegations to each cause of action. 2013 WL 594736 at *8-9.

when and where they did so, and why what was said was misleading. The SEC's failure to do so mandates dismissal.⁸

B. The Section 10(b) Claims Are Deficient

In addition to being defective for failing to satisfy Fed.R.Civ.Proc. 9(b), the claims under Section 10(b) of the Exchange Act (Counts V, VI and VII) fall for the following reasons.

1. Count VI (Violations of Section 10(b) and Rule 10b-5(b) Thereunder) Fails

First, the Section 10(b) claim must be dismissed because the SEC fails to allege facts in the Amended Complaint that demonstrate that Davison is the author of any misstatement. As the Supreme Court held in *Janus Capital Group, Inc. v. First Derivative Traders*, 131 S. Ct. 2296, 2302 (2011), the “maker of a statement is the person or entity with ultimate authority over the statement, including its content and whether and how to communicate it” and that person is the only one who can be held liable for it. As set out below, it was Rybicki, and the sales agents the SEC alleges he controlled, not Davison, who made all of the actionable oral statements identified by the SEC. Second, to the extent that any misstatements were made in official documents, those misstatements are made by the Funds, not by Davison. Only those corporate defendants, arguably, can be the maker of those statements.

Precedent establishes that the SEC's allegations cannot suffice. For example, in this Circuit, allegations that defendants paid stock promoters to write flattering articles about their company and its stock price and even “worked in conjunction with stock promoters, particularly with respect to the timing of articles by the stock promoters and company press releases,”

⁸ Furthermore, the SEC has failed to allege facts to show that specific investors in each of the Funds was misled by an actionable misrepresentation from Davison. Instead, the SEC has lumped in all of the Funds without explicitly setting out what misrepresentations were made with respect to each, who made them, when they were made, and what they were. This additional failure to satisfy 9(b) further validates dismissal of the fraud claims.

without disclosing to investors that the articles were paid for, were not sufficient to support a claim for securities fraud because the defendants were not the “makers” of the statements in the articles. *In re Galectin Therapeutics, Inc. Sec. Litig.*, 843 F.3d 1257, 1272 (11th Cir. 2016). *See also SEC v. Radius Capital Corp.*, 2012 WL 695668, at *7 (M.D. Fla. Mar. 1, 2012) (dismissing 10b-5 claim involving allegedly false statements in prospectuses where the complaint failed to explain “the process by which prospectuses [were] issued and distributed and [did] not identify who was ultimately responsible for the content of the prospectuses”).

Here, as in the cases above, the Amended Complaint does not allege, other than in conclusory fashion, that Davison was the “maker” or ultimate authority of any of the false or misleading statements at issue here. In fact Davison is not alleged to have made any oral misstatements to investors or to have been the author of any written misstatements, all of which were alleged to have been made by Rybicki: “Davison and Rybicki largely split their primary functions” (Am. Cmplt., ¶ 38); “Rybicki primarily controlled communications with investors [and] marketing...and executed agreements with investors” (*id.* at ¶ 4); “Rybicki primarily controlled the sales force and communications with investors” “Rybicki created, reviewed, or approved changes to marketing materials” and “controlled the distribution or dissemination of the Funds’ offering documents to prospective investors” (*id.*); “Rybicki, or others under his direction, supervision, or control, provided account statements to investors showing that almost 90% of investors’ funds were invested in real estate” (*id.* at ¶ 58); “Rybicki knew that many of the subscription agreements he signed with investors falsely stated that investments in the Funds were being sold ‘without commissions’” (*id.* at ¶ 64); “Rybicki also knew his representations to investors about commissions were false as it was his role to recruit and pay the sales agents’ commissions” (*id.* at ¶ 65); “The misrepresentations [regarding management fees] were repeated

in Account Statements Rybicki drafted and sent to investors” (*id.* at ¶ 72); and “Rybicki also made oral misrepresentations to investors regarding the safety of investing in the funds” (*id.* at ¶ 76).

This claim must be dismissed because the Amended Complaint does not allege that it was Davison who made any oral misrepresentations to investors. In order to show that the defendant violated subsection (b), “the SEC must allege that the defendant ‘(1) made a material misrepresentation or a material omission as to which he had a duty to speak, or used a fraudulent device; (2) with scienter; (3) in connection with the purchase or sale of securities.’” *SEC v. Fiore*, 416 F. Supp. 3d 306 (S.D.N.Y. 2019) (quoting *SEC v. Frohling*, 851 F.3d 132, 136 (2d Cir. 2016)). *See also SEC v. Monterosso*, 756 F.3d 1326, 1333-34 (11th Cir. 2017). The absence of specific allegations that Davison made actionable misrepresentations to investors further dooms this claim.

2. Counts V and VII Are Defective

In Counts V and VII, the SEC alleges violations of Section 10(b) of the Exchange Act and Rules 10b-5(a) and (c) thereunder. Each of these also fails.

In order to establish that a defendant violated subsection (a) or subsection (c), “the SEC must allege that the defendant (1) committed a manipulative or deceptive act; (2) in furtherance of the alleged scheme to defraud; and (3) with scienter.” *Fiore*, 416 F. Supp. 306, at 319 (quoting *SEC v. Thompson*, 238 F. Supp. 3d 575 (S.D.N.Y. 2017)).

But there are no allegations that Davison personally committed any manipulative acts in connection with the purchase or sale of a security. The Supreme Court recently clarified the effect of its *Janus* ruling on the other subsections of Section 10(b), in *Lorenzo v. SEC*, 139 S. Ct. 1094 (2019). In *Lorenzo*, the Supreme Court held that in certain circumstances a person can be

held liable under subsections (a) and (c) for directly disseminating misleading statements to investors, even if they are not the maker of those statements. However, as set out in *Lorenzo*, they must have directly distributed materials containing misstatements to investors, while knowing that they were false.

Following *Lorenzo*, courts have held Section 10(b) claims to be deficient where the defendant is not alleged to have made or disseminated the alleged misrepresentations at issue. See, e.g., *Geoffrey A. Orley Revocable Tr. U/A/D 1/26/2000 v. Genovese*, 2020 WL 611506, at *7 (S.D.N.Y. Feb. 7, 2020) (dismissing securities fraud claim where defendant was only alleged to have “advised” maker of alleged false and misleading statements during the creation of the documents containing them). See also *Gordon v. Royal Palm Real Estate Inv. Fund I, LLLP*, 2020 WL 2836312, at *5 (E.D. Mich. May 31, 2020) (granting summary judgment for defendant against whom there was no evidence that they “made or disseminated misrepresentations”); *EnSource Investments LLC v. Willis*, 2019 WL 6700403, at *13 (S.D. Cal. Dec. 6, 2019) (same).

Thus, the Amended Complaint fails under *Lorenzo*, as there are no allegations that Davison directly disseminated misleading materials to investors. Again, not only are there no allegations to that effect, all the materials submitted by the SEC demonstrate that Davison had no involvement with distribution of materials to investors. Moreover, as set forth above, claimed oral misrepresentations were contradicted by written statements, further chipping away at the SEC’s claims.

3. The Section 10(b) Claims Fail For Additional Reasons

The 10(b) claims also fail for two additional reasons. First, because the alleged oral misstatements are contradicted by written disclosures, the Amended Complaint fails to allege facts that demonstrate materiality. “When an allegedly inaccurate, oral statement is contradicted

by an accurate, written statement, the written statement controls, rendering the oral statement immaterial and not actionable.” *SEC v. Stifel, Nicolaus & Co., Inc.*, 2012 WL 4069346, at *8 (E.D. Wis. Sept. 14, 2012); *see also Acme Propane, Inc. v. Tenexco, Inc.*, 844 F.2d 1317, 1322 (7th Cir. 1988) (accurate written disclosure negates materiality element of securities fraud claim).

Second, the SEC fails to allege facts that would, if true, demonstrate that Davison’s conduct was “in connection with” the purchase or sale of securities. *See SEC v. Goble*, 682 F.3d 943, 942-46 (11th Cir. 2012) (holding that improper misconduct that is not in connection with securities transaction cannot support securities fraud claim); *SEC v. Roanoke Tech. Corp.*, 2006 WL 3813755, * 5 (Dec. 26, 2006) (dismissing Section 10(b) and Section 17(a) claims where alleged “bad acts” were not in connection with securities transactions).⁹

C. The Section 17 Claims Fail (Counts II through IV)

Since Davison was not the person alleged by the SEC to be involved in investor communications, and he was not alleged to directly transmit the alleged misstatements to investors, the SEC will not be able to sustain its Section 17(a) claims against Davison. In addition to the reasons set out above, there is an additional reason to dismiss these claims: Davison did not commit fraud in connection with the purchase or sale of securities.

“Section 17(a) of the Securities Act, section 10(b) of the Exchange Act and Rule 10b–5, all proscribe fraudulent conduct *in the purchase or sale of securities.*” *SEC v. Radius Capital Corp.*, 2012 WL 695668, *3 (M.D. Fla. Mar. 1, 2012) (emphasis supplied). *See also SEC v. Levin*, 2014 WL 11878357, *14 (S.D. Fla. Oct. 6, 2014) “Section 17(a) of the Securities Act prohibits fraud *in the offer or sale of securities.*”) (emphasis supplied). Moreover, for the

⁹ These same arguments also apply to the claims under Section 17 of the Securities Act.

purposes of Section 17(a), it is not sufficient for the SEC to allege fraud **and** the offer or sale of securities; the fraud **must be connected to** the offer and sale. *SEC v. ITT Educ. Servs., Inc.*, 303 F. Supp. 3d 746, 774–75 (S.D. Ind. 2018) (denying summary judgment to SEC, where only undisputed facts were that defendant filed registration statements).

Whatever Davison might have done with respect to managing the Funds, that purported misconduct is irrelevant the claims against him that are not in connection with the offer or sale of securities. *See ITT*, at 775 (“The Court would be issuing an impermissible advisory opinion if it were to grant summary judgment that if the SEC proves that Defendants engaged in violative acts, that those acts were ‘in the offer or sale of any securities’ for purposes of § 17(a).”). Alleged back office misconduct regarding the purported misuse of investor funds, even if proven, cannot be the basis of a Section 17 claim. As set out above at B(3), the purported misconduct alleged is not legally sufficient to satisfy this element.

D. Control Person Liability (Count VIII) Cannot Be Established

The SEC does not allege facts sufficient to show that Davison controlled Rybicki or the sales agents. To the contrary, the Amended Complaint sets out that Rybicki controlled them. As noted in *SEC v. LottoNet Operating Corp.*, 2017 WL 6949289 (S.D. Fla. Mar. 31, 2017), for control person liability to attach in the Eleventh Circuit, the defendant has to have “‘had the power to control the general affairs of the entity primarily liable at the time the entity violated the securities laws ... [and] had the requisite power to directly or indirectly control or influence the **specific corporate policy which resulted in the primary liability**.’” *Id.* at *17 (emphasis supplied). *See also SEC v. Huff*, 758 F.Supp.3d 1288, 1342 (S.D. Fla. 2010) (control person liability requires the power to direct and control the conduct that resulted in the primary liability).

Here, as the Amended Complaint sets out, it was Rybicki who controlled the sales staff. *See, e.g.*, Am. Cmplt. ¶¶ 11, 40, 41, 47, 58. Given these allegations that it was someone other than Davison who controlled the persons committing the purportedly violative conduct, the SEC cannot prevail on this claim either.

E. Aiding and Abetting Liability (Count IX) Is Not Established

“For aiding and abetting liability under the federal securities laws, three elements must be established: (1) a primary or independent securities law violation committed by another party; (2) awareness or knowledge by the aider and abettor that his or her role was part of an overall activity that was improper; also conceptualized as scienter in aiding and abetting antifraud violations; and (3) that the aider and abettor ***knowingly and substantially assisted the conduct that constitutes the violation.***” *SEC v. Levin*, 2014 WL 11878357, *20 (S.D. Fla. Oct. 6, 2014) (emphasis supplied) (citation omitted); *see also SEC v. Spartan*, * 6; *SEC v. LottoNet Operating Corp.*, 2017 WL 6949289, *18 (S.D. Fla. Mar. 31, 2017).

Here, the Amended Complaint is devoid of allegations that Davison “knowingly and substantially assisted” the purportedly violative conduct of Rybicki and the sales staff Rybicki supervised. Nor does the SEC allege facts that would show that Davison even knew about Rybicki’s alleged misconduct with respect to investors. Accordingly, the SEC cannot prevail on this claim.

F. The Section 5 Claims Are Deficient (Count I)

To prevail on a claim for violation of Section 5, the SEC must show that Davison was a “necessary participant” and a “substantial factor” in the sale of the unregistered securities at issue. Here, the SEC has not sufficiently alleged that Davison was either and, accordingly, these claims must be dismissed.

The elements of a Section 5 violation are that: (1) the defendant sold or offered to sell securities; (2) no registration statement covered the securities; and (3) the sale or offer was made through the use of interstate facilities or mails. *SEC v. Randy*, 38 F. Supp. 2d 657,667 (N.D. Ill. 1999).

“To demonstrate that a defendant sold securities, the SEC must prove that the defendant was a ‘necessary participant’ or ‘substantial factor’ in the illicit sale.” *SEC v. Calvo*, 378 F.3d 1211, 1215 (11th Cir. 2004). When determining whether the defendant was a “necessary participant,” the courts will look at “whether, but for the defendant’s participation, the sale transaction would not have taken place.” *SEC v. Universal Exp., Inc.*, 475 F. Supp. 2d 412, 422 (S.D.N.Y. 2007) (citing *SEC v. Murphy*, 626 F.2d 633, 650–51 (9th Cir. 1980).) However, but-for causation is not sufficient for liability. *SEC v. CMKM Diamonds, Inc.*, 729 F.3d 1248 (9th Cir. 2013).

For example, a printer may prepare key documents or a bank may advance cash to a customer upon the customer’s presentation of an instrument and then pass the instrument to another person. Both would satisfy a “but for” causation test, but these acts nonetheless do not render the defendants sellers. Before a person’s acts can be considered the proximate cause of a sale, his acts must also be a substantial factor in bringing about the transaction.

Id. at 1255 (quoting *Murphy*, 626 F.2d at 650).

Additionally, a defendant’s title alone does not determine whether he is liable for violating Section 5. *Id.* at 1258. For example, in *SEC v. Jammin Java Corp.*, 2016 WL 6595133, at *17 (C.D.Cal. July 18, 2016), the court held that allegations of ownership of an allegedly illicit seller, absent allegations of participatory conduct in a scheme, were insufficient to state a claim for violation of Section 5. There, the court dismissed the complaint against defendants against whom there were only conclusory allegations of participation in their respective entities’ sale of

stock, noting that “SEC seeks the unreasonable inference that their ownership is sufficient to establish their personal participation.” *Id.*

A similar result was reached in *SEC v. BIH Corp.*, 5 F. Supp. 3d 1342, 1347 (M.D. Fla. 2014), where the court held that a defendant who admitted to receiving sale proceeds and writing and disseminating press releases for the company, but denied approaching the buyers and structuring the transaction at issue, was not, as a matter of law, a “necessary participant” or a “substantial factor” in the sale.

Here, the Amended Complaint makes clear that it was not Davison, but Rybicki, who is alleged to have sold or offered to sell securities in violation of Section 5: “Davison and Rybicki largely split their primary functions” (Am. Cmplt., ¶ 38); “Rybicki primarily controlled communications with investors [and] marketing ... and executed agreements with investors” (*id.* at ¶ 4); “Rybicki’s activities were largely directed toward soliciting and raising money from investors” (*id.* at ¶ 11); “Rybicki communicated directly with investors, and raised money from investors for the Funds.” (*id.*); “Rybicki primarily controlled the sales force and communications with investors” (*id.* at ¶ 40); “Rybicki was otherwise primarily responsible for raising money for the Funds from investors” (*id.* at ¶ 41); “Rybicki managed EquiAlt’s relationships with various third-party sales agents (acting as unregistered broker-dealers)” (*id.*); “Rybicki even advised third-party sales agents that neither a license nor registration were required to sell EquiAlt securities” (*id.*); and “Rybicki also met with investors and solicited investments in the Funds directly” (*id.*).

Given the paucity of specific allegations against Davison with respect to the offering and sale of the securities at issue, the SEC has not alleged facts that would, if true, establish Davison

as either a “necessary participant” or a “substantial factor” in the sale of unregistered securities. Accordingly, the Section 5 claim must be dismissed.

IV.

THE CLAIM FOR INJUNCTIVE RELIEF SHOULD BE DENIED AS THE SEC HAS NOT SHOWN A LIKELIHOOD OF THE WRONG BEING REPEATED

The gravamen of the SEC’s Amended Complaint is the claim that there was an ongoing sale of investments in the Funds that had to be halted by government intervention. *See, e.g.*, Am. Cmplt. ¶¶ 1, 3, 9. Leaving aside the question of whether that was true at the time this action was commenced (and indeed, the January 8, 2020 letter to investors, at Docket Entry 7-7, page 8, would indicate that at least by that point some of the Funds were being wound down and assets being sold to pay back investors), it is certainly no longer the case.

There are not going to be additional investors and, indeed, Funds had been gated prior to the commencement of this action. As the docket in this action reflects, the Receiver is executing the plan originally created by Davison (although with significant added costs) to realize value for investors by selling off properties – including one that had been listed prior to the Receivership. (*See* Docket Entry 137; *see also* Docket Entry 170.) There is thus no continuing fraud to block.

Instead there is simply the orderly wind-down of the funds. As Docket Entry 137 reflects, for example, the properties are being sold for a significant multiple of acquisition cost. *See* Docket entry 137, at 4 n.3.

Moreover, we understand that the Receiver has retained largely the same staff that Davison employed, and is using them to operate the business, including for purposes of valuation. If the Funds were being run as an illegal scheme, it makes little sense that the Receiver would retain the same staff.

Given that the SEC's legal case against Davison fails, and there is no likelihood of the purported wrong continuing, it makes sense for the Court to lift the Receivership, or convert it into a monitorship, as set out in our response to the SEC's application for a TRO. *See* Docket Entry 160.

CONCLUSION

As set forth above and in the accompanying exhibits, the SEC has failed to allege facts that, if true, would establish liability against defendant Davison. Consequently the Amended Complaint – and each and every claim asserted therein as against Davison – must be dismissed.

REQUEST FOR ORAL ARGUMENT PURSUANT TO LOCAL RULE 3.01(j)

Defendant Brian Davison requests that the Court entertain oral argument on this Defendant Brian Davison's Motion to Dismiss the Amended Complaint and Memorandum of Law in Support Thereof ("Motion"). Defendant Davison believes oral argument will assist the Court in better understanding the factual and legal issues in the Motion. Defendant Davison estimates the time required for argument will be one or hour or less.

/s/ Gerald D. Davis
GERALD D. DAVIS, ESQ.
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bshepard@trenam.com
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New York, NY 10174
Telephone: 212-554-7800
Attorneys for Defendant Brian Davison

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing has been filed via the Court's CM/ECF system, which will send an electronic copy of the foregoing and a notice of filing same to all counsel of record, on this 10th day of August, 2020.

/s/ Gerald D. Davis
Attorney

EXHIBIT 1



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
MIAMI REGIONAL OFFICE
SUITE 1800 801 BRICKELL AVENUE
MIAMI, FLORIDA 33131
Phone: (305) 982-6300
Facsimile: (305) 536-4146
Author's Direct Dial: 305-982-6324
Author's email: zamoranoa@sec.gov

EXHIBIT

6

INVESTOR QUESTIONNAIRE

SUBJECT: EquiAlt, LLC (FL-04167)

THIS IS A BRIEF SEVEN-PAGE QUESTIONNAIRE. IF YOU NEED ADDITIONAL SPACE FOR ANY QUESTION, PLEASE ATTACH ADDITIONAL PAGES. PLEASE BE SURE TO RETURN ALL PAGES.

Your Name: [REDACTED] DOB: [REDACTED] 1938

Home or Business Address: [REDACTED] Phoenix, AZ 85033

Home or Business Telephone Number (including area code): [REDACTED]

Cell Phone Number (including area code): _____

Email Address: [REDACTED] @gmail.com

1. Our records indicate that you invested in an investment fund affiliated with EquiAlt LLC. Is this correct?

☒ Yes, on behalf of myself individually () No

() Yes, on behalf of an entity () No

If on behalf of an entity, please identify the entity:

If yes to question #1 above, for each EquiAlt investment, please complete the following chart:

Date or Approximate Date of Investment:	EquiAlt Fund In Which You Invested: (1) EquiAlt Fund, LLC (2) EquiAlt Fund II LLC (3) EA SIP, LLC (4) EquiAlt Qualified Opportunity Zone Fund, LP or (5) EquiAlt Secured Income Portfolio REIT, Inc.	Dollar Amount Invested:	Lock-Up Period (36 Months or 48 Months)	Have Interest Payments Been made to You?	Has Your Principal Payment Been Returned?	Do you still hold this investment?
4-04-2017		47,600		Yes	No	Yes

2. How did you learn about EquiAlt? (check all that apply)

Personal or family referral (explain below) _____

Business referral (explain below) X

Other (explain below) _____

Do not remember _____

Vantage

3. Before that first contact, did you know any of the following (Yes/No):

The person who contacted you about the investment _____

Andre Sears _____

Brian Davison _____

Barry Rybicki ✓

4. If you answer yes to any of the individuals above, please explain below how you knew that individual.

I didn't

5. How were you first contacted to invest in EquiAlt? (check all that apply):

Telephone / Cold-call _____

Telephone / Non-cold-call (explain below) _____

Email _____ Mail _____ In person _____ Other (explain below) _____

Do not remember ✓

Who first contacted you? Barry Rybicki

How did the person contacting you introduce himself/herself?

As a representative of EquiAlt ✓

As representative of Picasso Group _____

As a representative of Live Wealthy Institute _____

As a representative of Lifeline Innovations _____

Other (explain below): _____

When or approximately when did that happen? 2017

What, if anything, did the person who contacted you tell you about his/her compensation in connection with your EquiAlt investment?

don't remember

6. Did you ever communicate with anybody associated with EquiAlt or Picasso Group prior to investing with EquiAlt?

() Yes (X) No

If yes, who did you speak with? _____

If yes, how many times? ____ If yes, when? _____

If yes, please describe what was discussed.

Did you ever have an in-person meeting with anybody associated with EquiAlt?

() Yes (X) No. If yes, who did you meet with?

If yes, when and where? _____

If yes, please describe what was discussed.

Did anyone tell you that EquiAlt investments were safe, low-risk, or conservative?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt cannot go bankrupt?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt has large cash reserves?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt is registered with the SEC?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC would be paying approximately 5% to 10% of your investment funds as commissions to intermediaries or sales people?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's sales agents were registered as broker-dealers or investment advisers?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that your investment might be used to pay the debts and obligations of other EquiAlt funds?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC could pay existing investor's interest payments from investments made by new investors?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's cash flow from operations and revenues was "strong," "healthy," or "positive"?

() Yes ☒ No

If yes, who said this and when? _____

I don't remember who said it

7

7

7. Were you ever provided with any documentation or written materials by representatives at EquiAlt or Picasso Group?

☒ Yes ☐ No

If yes, please describe the materials that were provided to you and by whom?

mailed to me by Barry Rybicki

name on paper Becky Wiebe

I have a summary of terms folder (many pages)

Please provide a copy of any documents or written materials you were provided.

8. Were you ever directed to an EquiAlt website or social media site?

☐ Yes ☒ No

Actually I don't remember

If yes, please describe who directed you to the website and what materials were provided or available on the website?

9. Did you fill out a subscription agreement?

☐ Yes ☒ No

If yes, who directed you to fill out the agreement? ?

If yes, please provide a copy of the completed subscription agreement.

Did you fill out an investor questionnaire? ?

☐ Yes ☒ No

If yes, who directed you to fill out the questionnaire? _____

If yes, please provide a copy of the questionnaire.

Did you have assets with a value of over \$1 million (not including your home) at the time you invested in an EquiAlt fund?

☐ Yes ☒ No

Did you earn income of over \$200,000 (or, if married, over \$300,000) a year at the time you invested in an EquiAlt fund?

() Yes ☒ No

Were you retired at the time you made your EquiAlt investment?

☒ Yes () No

What was your occupation? (if currently employed, what is your occupation?)

Senior Ctr Manager

10. What were you told, or what did you read, that motivated you to invest in EquiAlt? Please state the main reasons you decided to invest in EquiAlt, how you learned about these things, and approximately when that happened.

I wanted to take income of my IRA

11. Is there anything else you would like to tell us about your investment, EquiAlt, or EquiAlt's representatives?

Everything has gone smoothly

Pursuant to Title 28, United States Code, Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: 12-23, 2019



Signature

THANK YOU FOR YOUR TIME AND ASSISTANCE!



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
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SUITE 1800 801 BRICKELL AVENUE
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Facsimile: (305) 536-4146
Author's Direct Dial: 305-982-6324
Author's email: zamoranoa@sec.gov

INVESTOR QUESTIONNAIRE

SUBJECT: EquiAlt, LLC (FL-04167)

THIS IS A BRIEF SEVEN-PAGE QUESTIONNAIRE. IF YOU NEED ADDITIONAL SPACE FOR ANY QUESTION, PLEASE ATTACH ADDITIONAL PAGES. PLEASE BE SURE TO RETURN ALL PAGES.

Your Name: [REDACTED] DOB: [REDACTED] - 1948

Home or Business Address: [REDACTED], ALAMEDA, CA 94502

Home or Business Telephone Number (including area code): _____

Cell Phone Number (including area code): [REDACTED]

Email Address: [REDACTED]@yahoo.com

1. Our records indicate that you invested in an investment fund affiliated with EquiAlt LLC. Is this correct?

☒ Yes, on behalf of myself individually ☒ No

() Yes, on behalf of an entity () No

If on behalf of an entity, please identify the entity:

My wife, [REDACTED] and I are retirees.

If yes to question #1 above, for each EquiAlt investment, please complete the following chart:

Date or Approximate Date of Investment:	EquiAlt Fund In Which You Invested:	Dollar Amount Invested:	Lock-Up Period (36 Months or 48 Months)	Have Interest Payments Been made to You?	Has Your Principal Payment Been Returned?	Do you still hold this investment?
10/24/17	(1) EquiAlt Fund, LLC (2) EquiAlt Fund II LLC (3) EA SIP, LLC (4) EquiAlt Qualified Opportunity Zone Fund, LP or (5) EquiAlt Secured Income Portfolio REIT, Inc.	\$25,000.00				

2. How did you learn about EquiAlt? (check all that apply)

Personal or family referral (explain below) _____

Business referral (explain below) _____

Other (explain below) X _____

Do not remember _____

Advertisement by Barry Rybicki and Ben Mohr

3. Before that first contact, did you know any of the following (Yes/No):

The person who contacted you about the investment _____

Andre Sears _____

Brian Davison _____

Barry Rybicki X _____

4. If you answer yes to any of the individuals above, please explain below how you knew that individual.

They invited me to meeting to talk about retirement, 401K and investment

5. How were you first contacted to invest in EquiAlt? (check all that apply):

Telephone / Cold-call X _____

Telephone / Non-cold-call (explain below) _____

Email _____ Mail _____ In person X Other (explain below) _____

Do not remember _____

To invite ^{me} to talk one to one with Ben Mohr to discuss option of investment

Who first contacted you? Barry Rybicki

How did the person contacting you introduce himself/herself?

As a representative of EquiAlt _____

As representative of Picasso Group _____

As a representative of Live Wealthy Institute _____

As a representative of Lifeline Innovations _____

Other (explain below):

Barry Rybicki said he assisted Ben Mohr with investment

When or approximately when did that happen? Sometime before 10/24/17.

What, if anything, did the person who contacted you tell you about his/her compensation in connection with your EquiAlt investment?

None

6. Did you ever communicate with anybody associated with EquiAlt or Picasso Group prior to investing with EquiAlt?

() Yes ☒ No

If yes, who did you speak with? _____

If yes, how many times? ____ If yes, when? _____

If yes, please describe what was discussed.

Did you ever have an in-person meeting with anybody associated with EquiAlt?

() Yes ☒ No. If yes, who did you meet with?

If yes, when and where? _____

If yes, please describe what was discussed.

Did anyone tell you that EquiAlt investments were safe, low-risk, or conservative?

☒ Yes () No

If yes, who said this and when? Ben Mohr

Did anyone tell you that EquiAlt cannot go bankrupt?

☒ Yes () No

If yes, who said this and when? Ben Mohr told me that EquiAlt is good company, risk was very low.

Did anyone tell you that EquiAlt has large cash reserves?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt is registered with the SEC?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC would be paying approximately 5% to 10% of your investment funds as commissions to intermediaries or sales people?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's sales agents were registered as broker-dealers or investment advisers?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that your investment might be used to pay the debts and obligations of other EquiAlt funds?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC could pay existing investor's interest payments from investments made by new investors?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's cash flow from operations and revenues was "strong," "healthy," or "positive"?

(X) Yes () No

If yes, who said this and when? *Ben Mohr didn't tell about EquiAlt LLC's cash flow, but he said EquiAlt LLC was good company.*

7. Were you ever provided with any documentation or written materials by representatives at EquiAlt or Picasso Group?

☒ Yes () No

If yes, please describe the materials that were provided to you and by whom?

Actually, I didn't understand the document much, but I trust of Barry Rybicki and Ben Mohr.

Please provide a copy of any documents or written materials you were provided.

8. Were you ever directed to an EquiAlt website or social media site?

() Yes ☒ No

If yes, please describe who directed you to the website and what materials were provided or available on the website?

9. Did you fill out a subscription agreement?

☒ Yes () No

If yes, who directed you to fill out the agreement? Ben Mohr

If yes, please provide a copy of the completed subscription agreement.

Did you fill out an investor questionnaire?

☒ Yes () No

If yes, who directed you to fill out the questionnaire? Ben Mohr did fill out for me
I just signed it.

If yes, please provide a copy of the questionnaire.

Did you have assets with a value of over \$1 million (not including your home) at the time you invested in an EquiAlt fund?

() Yes ☒ No

Did you earn income of over \$200,000 (or, if married, over \$300,000) a year at the time you invested in an EquiAlt fund?

() Yes (X) No

Were you retired at the time you made your EquiAlt investment?

(X) Yes () No

What was your occupation? (if currently employed, what is your occupation?)

Social Worker

10. What were you told, or what did you read, that motivated you to invest in EquiAlt?

Please state the main reasons you decided to invest in EquiAlt, how you learned about these things, and approximately when that happened.

8% interest a year motivated to invest in EquiAlt.

11. Is there anything else you would like to tell us about your investment, EquiAlt, or EquiAlt's representatives?

I didn't understand the documentation much. I depended on Ben Mohr to explain me shortly the documentation

Pursuant to Title 28, United States Code, Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: 01-15-20, 2019


Signature

NB: Sorry, late to reply due to my vacation, out of US.

THANK YOU FOR YOUR TIME AND ASSISTANCE!

EXHIBIT 2



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
MIAMI REGIONAL OFFICE
SUITE 1800 801 BRICKELL AVENUE
MIAMI, FLORIDA 33131
Phone: (305) 982-6300
Facsimile: (305) 536-4146
Author's Direct Dial: 305-982-6324
Author's email: zamoranoa@sec.gov

EXHIBIT

36

INVESTOR QUESTIONNAIRE

SUBJECT: EquiAlt, LLC (FL-04167)

THIS IS A BRIEF SEVEN-PAGE QUESTIONNAIRE. IF YOU NEED ADDITIONAL SPACE FOR ANY QUESTION, PLEASE ATTACH ADDITIONAL PAGES. PLEASE BE SURE TO RETURN ALL PAGES.

Your Name: [REDACTED] DOB: [REDACTED] 1938

Home or Business Address: [REDACTED] Phoenix, AZ 85033

Home or Business Telephone Number (including area code): [REDACTED]

Cell Phone Number (including area code): _____

Email Address: [REDACTED] @gmail.com

1. Our records indicate that you invested in an investment fund affiliated with EquiAlt LLC. Is this correct?

☒ Yes, on behalf of myself individually () No

() Yes, on behalf of an entity () No

If on behalf of an entity, please identify the entity:

If yes to question #1 above, for each EquiAlt investment, please complete the following chart:

Date or Approximate Date of Investment:	EquiAlt Fund In Which You Invested:	Dollar Amount Invested:	Lock-Up Period (36 Months or 48 Months)	Have Interest Payments Been made to You?	Has Your Principal Payment Been Returned?	Do you still hold this investment?
4-04-2017	(1) EquiAlt Fund, LLC (2) EquiAlt Fund II LLC (3) EA SIP, LLC (4) EquiAlt Qualified Opportunity Zone Fund, LP or (5) EquiAlt Secured Income Portfolio REIT, Inc.	47,600		Yes	Yes	Yes

2. How did you learn about EquiAlt? (check all that apply)

Personal or family referral (explain below) _____

Business referral (explain below) X

Other (explain below) _____

Do not remember _____

Vantage

3. Before that first contact, did you know any of the following (Yes/No):

The person who contacted you about the investment _____

Andre Sears _____

Brian Davison _____

Barry Rybicki ✓

4. If you answer yes to any of the individuals above, please explain below how you knew that individual.

I didn't

5. How were you first contacted to invest in EquiAlt? (check all that apply):

Telephone / Cold-call _____

Telephone / Non-cold-call (explain below) _____

Email _____ Mail _____ In person _____ Other (explain below) _____

Do not remember ✓

Who first contacted you? Barry Rybicki

How did the person contacting you introduce himself/herself?

As a representative of EquiAlt ✓

As representative of Picasso Group _____

As a representative of Live Wealthy Institute _____

As a representative of Lifeline Innovations _____

Other (explain below): _____

When or approximately when did that happen? 2017

What, if anything, did the person who contacted you tell you about his/her compensation in connection with your EquiAlt investment?

don't remember

6. Did you ever communicate with anybody associated with EquiAlt or Picasso Group prior to investing with EquiAlt?

() Yes (X) No

If yes, who did you speak with? _____

If yes, how many times? ____ If yes, when? _____

If yes, please describe what was discussed.

Did you ever have an in-person meeting with anybody associated with EquiAlt?

() Yes (X) No. If yes, who did you meet with?

If yes, when and where? _____

If yes, please describe what was discussed.

Did anyone tell you that EquiAlt investments were safe, low-risk, or conservative?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt cannot go bankrupt?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt has large cash reserves?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt is registered with the SEC?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC would be paying approximately 5% to 10% of your investment funds as commissions to intermediaries or sales people?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's sales agents were registered as broker-dealers or investment advisers?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that your investment might be used to pay the debts and obligations of other EquiAlt funds?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC could pay existing investor's interest payments from investments made by new investors?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's cash flow from operations and revenues was "strong," "healthy," or "positive"?

() Yes ☒ No

If yes, who said this and when? _____

I don't remember who said it

7

7

7. Were you ever provided with any documentation or written materials by representatives at EquiAlt or Picasso Group?

☒ Yes ☐ No

If yes, please describe the materials that were provided to you and by whom?

mailed to me by Barry Rybicki

name on paper Becky Wiebe

I have a summary of terms folder (many pages)

Please provide a copy of any documents or written materials you were provided.

8. Were you ever directed to an EquiAlt website or social media site?

☐ Yes ☒ No

Actually I don't remember

If yes, please describe who directed you to the website and what materials were provided or available on the website?

9. Did you fill out a subscription agreement?

☐ Yes ☒ No

If yes, who directed you to fill out the agreement? ?

If yes, please provide a copy of the completed subscription agreement.

Did you fill out an investor questionnaire? ?

☐ Yes ☒ No

If yes, who directed you to fill out the questionnaire? _____

If yes, please provide a copy of the questionnaire.

Did you have assets with a value of over \$1 million (not including your home) at the time you invested in an EquiAlt fund?

☐ Yes ☒ No

Did you earn income of over \$200,000 (or, if married, over \$300,000) a year at the time you invested in an EquiAlt fund?

() Yes ☒ No

Were you retired at the time you made your EquiAlt investment?

☒ Yes () No

What was your occupation? (if currently employed, what is your occupation?)

Senior Ctr Manager

10. What were you told, or what did you read, that motivated you to invest in EquiAlt? Please state the main reasons you decided to invest in EquiAlt, how you learned about these things, and approximately when that happened.

I wanted to take income of my IRA

11. Is there anything else you would like to tell us about your investment, EquiAlt, or EquiAlt's representatives?

Everything has gone smoothly

Pursuant to Title 28, United States Code, Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: 12-23, 2019



Signature

THANK YOU FOR YOUR TIME AND ASSISTANCE!



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
MIAMI REGIONAL OFFICE
SUITE 1800 801 BRICKELL AVENUE
MIAMI, FLORIDA 33131
Phone: (305) 982-6300
Facsimile: (305) 536-4146
Author's Direct Dial: 305-982-6324
Author's email: zamoranoa@sec.gov

INVESTOR QUESTIONNAIRE

SUBJECT: EquiAlt, LLC (FL-04167)

THIS IS A BRIEF SEVEN-PAGE QUESTIONNAIRE. IF YOU NEED ADDITIONAL SPACE FOR ANY QUESTION, PLEASE ATTACH ADDITIONAL PAGES. PLEASE BE SURE TO RETURN ALL PAGES.

Your Name: [REDACTED] DOB: [REDACTED] 1940

Home or Business Address: [REDACTED] 1947

[REDACTED] MARICOPA, AZ 85139

Home or Business Telephone Number (including area code): [REDACTED]

Cell Phone Number (including area code): _____

Email Address: da[REDACTED]@webtv.net

1. Our records indicate that you invested in an investment fund affiliated with EquiAlt LLC. Is this correct?

() Yes, on behalf of myself individually () No

(X) Yes, on behalf of an entity () No

If on behalf of an entity, please identify the entity:

The [REDACTED] Family Living trust

If yes to question #1 above, for each EquiAlt investment, please complete the following chart:

Date or Approximate Date of Investment:	EquiAlt Fund In Which You Invested: (1) EquiAlt Fund, LLC (2) EquiAlt Fund II LLC (3) EA SIP, LLC (4) EquiAlt Qualified Opportunity Zone Fund, LP or (5) EquiAlt Secured Income Portfolio REIT, Inc.	Dollar Amount Invested:	Lock-Up Period (36 Months or 48 Months)	Have Interest Payments Been made to You?	Has Your Principal Payment Been Returned?	Do you still hold this investment?
7-23-2018	#1 EquiAlt Fund, LLC	\$90,000.00	48 MONTHS	YES	NO	YES

2. How did you learn about EquiAlt? (check all that apply)

Personal or family referral (explain below) _____

Business referral (explain below) X

Other (explain below) _____

Do not remember _____

FAMILY TREE PLANNING - JASON WOOTEN

3. Before that first contact, did you know any of the following (Yes/No):

The person who contacted you about the investment NO

Andre Sears _____

Brian Davison _____

Barry Rybicki _____

4. If you answer yes to any of the individuals above, please explain below how you knew that individual.

5. How were you first contacted to invest in EquiAlt? (check all that apply):

Telephone / Cold-call _____

Telephone / Non-cold-call (explain below) _____

Email _____ Mail _____ In person ✓ Other (explain below) _____

Do not remember _____

Who first contacted you? JASON WOOTEN - FAMILY TREE PLANNING

How did the person contacting you introduce himself/herself?

As a representative of EquiAlt _____

As representative of Picasso Group _____

As a representative of Live Wealthy Institute _____

As a representative of Lifeline Innovations _____

Other (explain below):

FAMILY TREE PLANNING JASON WOOTEN

When or approximately when did that happen? JULY 23, 2018

What, if anything, did the person who contacted you tell you about his/her compensation in connection with your EquiAlt investment?

Nothing

6. Did you ever communicate with anybody associated with EquiAlt or Picasso Group prior to investing with EquiAlt?

() Yes ☒ No

If yes, who did you speak with? _____

If yes, how many times? ____ If yes, when? _____

If yes, please describe what was discussed.

Did you ever have an in-person meeting with anybody associated with EquiAlt?

() Yes ☒ No. If yes, who did you meet with?

If yes, when and where? _____

If yes, please describe what was discussed.

Did anyone tell you that EquiAlt investments were safe, low-risk, or conservative?

☒ Yes () No

If yes, who said this and when? JASON WOOTEN July 23, 2018

Did anyone tell you that EquiAlt cannot go bankrupt?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt has large cash reserves?

(X) Yes () No

If yes, who said this and when? WE ASSUMED IT FROM THE BOOKLET WE RECEIVED

Did anyone tell you that EquiAlt is registered with the SEC?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC would be paying approximately 5% to 10% of your investment funds as commissions to intermediaries or sales people?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's sales agents were registered as broker-dealers or investment advisers?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that your investment might be used to pay the debts and obligations of other EquiAlt funds?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC could pay existing investor's interest payments from investments made by new investors?

() Yes (X) No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's cash flow from operations and revenues was "strong," "healthy," or "positive"?

(X) Yes () No

If yes, who said this and when? ACCORDING TO "HISTORICAL PERFORMANCE" IN BOOKLET

7. Were you ever provided with any documentation or written materials by representatives at EquiAlt or Picasso Group?

☒ Yes () No

If yes, please describe the materials that were provided to you and by whom?

ENCLOSED

Please provide a copy of any documents or written materials you were provided.

8. Were you ever directed to an EquiAlt website or social media site?

☒ Yes () No

If yes, please describe who directed you to the website and what materials were provided or available on the website?

EQUIALT PORTAL PROVIDED IN DOCUMENTATION

9. Did you fill out a subscription agreement?

() Yes ☒ No

If yes, who directed you to fill out the agreement? _____

If yes, please provide a copy of the completed subscription agreement.

Did you fill out an investor questionnaire?

() Yes ☒ No

If yes, who directed you to fill out the questionnaire? _____

If yes, please provide a copy of the questionnaire.

Did you have assets with a value of over \$1 million (not including your home) at the time you invested in an EquiAlt fund?

() Yes ☒ No

Did you earn income of over \$200,000 (or, if married, over \$300,000) a year at the time you invested in an EquiAlt fund?

() Yes (X) No

Were you retired at the time you made your EquiAlt investment?

(X) Yes () No

What was your occupation? (if currently employed, what is your occupation?)

JENNIFER SCHMITZ - DENTAL ASSISTANT TAKU OIL SALES - PLANT ASSISTANT

10. What were you told, or what did you read, that motivated you to invest in EquiAlt?

Please state the main reasons you decided to invest in EquiAlt, how you learned about these things, and approximately when that happened.

JASON WOOTEN of FAMILY TREE PLANNING July 23, 2018. THE REASON WE DECIDED TO INVEST WAS 8% INTEREST PAID MONTHLY ON OUR \$90,000.00 INVESTMENT (\$600.00) A MONTH

11. Is there anything else you would like to tell us about your investment, EquiAlt, or EquiAlt's representatives?

WE WERE WELCOMED BY BARRY M RYBICKI AND SAID IF WE HAD ANY QUESTIONS TO CONTACT HIM.

Pursuant to Title 28, United States Code, Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: 12-30, 2019

Signature

THANK YOU FOR YOUR TIME AND ASSISTANCE!

Oct 28th, 2019

Becky SAID it WOULD
BE JANUARY 2020
BEFORE WE KNOW IF
IT IS APPROVED -

SAID SHE WOULD DO
HER BEST TO EXPEDITE IT
BUT NO PROMISES

Apologized that we hadn't
RECEIVED NOTICE OF
CHANGES TO WITHDRAWALS
SAID THE POLICY WENT
IN TO EFFECT IN JULY 2019
PROBABLY WON'T GET
MONEY UNTIL MARCH
APRIL 2020

Becky Wiebe

Oct 28th 2019

We called Jason Wooten



Oct 28th, 2019

AT FAMILY TREE PLANNING

HE SAID WE COULDN'T GET

OUR MONEY TILL MARCH

OR APRIL OF 2020 - THAT

WE WEREN'T NOTIFIED OF

THIS CHANGE OF POLICY.

HE FELT WE SHOULD BE

GRANDFATHERED IN & WOULD

CALL THEM & GET BACK TO

US. WE NEVER HEARD

BACK.

EQUILIT

DAV FAGEN

11811 N TATUM BLVD

SUITE 3031 OFFICE 30

PHOENIX, AZ 85028

SENT 10-29-19

ATTENTION: Becky

Wiebe

EQUILIT

WE CALLED BECKY

WIEBE (EXECUTIVE

ADMINISTRATOR)

ON DEC 27, 2019

THEIR OFFICES ARE

CLOSED TILL JANUARY 2020



Request to Amend

Amendment Type: Early Redemption ☒ Investment Type ☐

Account Number: [REDACTED] 6419

Fund Invested in: ~~EquiAlt Fund LLC~~ Fund I

Trust Company (if applicable):

Initial Investment amount: \$90,000.00

Remaining Term (months): 33 months

Reason for Amendment:

FINANCIAL URGENCY

For Redemptions:

Investment Date 7/30/2018 Is this a partial or full redemption? Partial ☒ Full ☐

Redemption Amount \$25,000.00 (Note: A 10% surrender fee applies to the amount redeemed)

For Investment Type:

Investment Date From Growth to Monthly Income ☐ From Monthly Income to Growth ☐

(Note: A \$1,000 fee applies to accounts changed from "Growth" to "Monthly Income")

Investor Information:

Name: [REDACTED]
Address: [REDACTED] City: MARICOPA State: AZ Zip: 85139
Email: [REDACTED] Phone: (602) 518-8888

Advisor:

Entity: FAMILY TREE PLANNING
Name: JASON WOOTEN
Address: 6910 E CHAUNCEY LANE STE 230 City: PHOENIX State: AZ Zip: 85054
Email: Phone: ()

Every investor has a fixed contract with the entity they are invested in called a Debenture. If for any reason an investor wishes to change any of the terms of the Debenture a request for this change must be followed. A change to the debenture includes such events as; request for partial or full return of investment prior to maturity or a change in term status (i.e. Monthly, Quarterly, Semi-Annual, Annual, or Growth). All requests are subject to approval. The decision will be based on various business related factors at that time and order in which requests are made.

Investor Signature: [REDACTED] Date: 10/29/2019

Advisor Signature: Date:



100+
Years Combined
Experience

\$100M+
Assets Under
Management

Proven
Track
Record

As seen on:



Management Team

Brian Davison: CEO

With more than a decade of CEO experience, he has proven to be a strong and visionary force. With a skill set that includes notable achievements in Business Management, Marketing, Sales, Deal Structuring, Operations, and Consulting; Brian has first-hand experience in institutional and private lending that highlight his management ability, analytical skills and strong overall business growth.

Barry Rybicki: Managing Director

Cell Phone: (602)769-4266

With a combined decade-plus direct experience of CEO and President experience; Barry has extensive experience in institutional lending and marketing. He has a strong background in commercial lending, portfolio management, acquisition analysis and contract negotiation.

Barry has held Bankers Licenses in Arizona, Minnesota and Wyoming, and a Finance Lenders License in California. He has also had professional affiliations with the National Association of Mortgage Brokers as well as the Arizona Association of Mortgage Brokers.

Testimonials

"This is the group to invest with. EquiAlt has delivered well beyond my expectations."

Darren D. - Investor

"I cannot speak highly enough about Brian and his team. I used my clients self-directed IRA to invest and they were there to walk me through the entire process."

Chris G. - RIA....

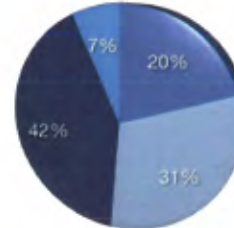
For more information visit us at:

www.EquiAlt.com

Equity Value Investing Approach

Representation is based on a liquidated real estate rental market of 750 billion.

● 30-60 day Del. ● 90+ day Del. ● Foreclosure ● Bank Owned



Equity Value Investing 2.0

- Assets are bought significantly under current value**, target acquisition price is typically 25% to 50% of current market value, significantly more equity than the average distressed units. Properties are purchased individually to increase the equity on acquisition as bulk buying masks the laggards in a group. This practice significantly reduces principle risk and allows for much higher than normal ROI from the market rents compared to actual cash outlay.
- Asset are quickly brought to cash flowing** (28 day average). Upon acquisition every property is re-addressed for any necessary rehabilitation to stabilize, repair or upgrade the property to bring it to highest and best use or most marketable.
- Assets are targeted toward specific end users:**
 - Aging baby boomers, manageable size property, SFR freedom, SFR quality, a more stable fixed income renter.
 - Echo Boomers are the next significant generational consumer wave; more rent type options; rent, rent to own, lease option, financed, all for the future first time homebuyers.
- Assets are non-leveraged**; properties carry no debt burden. This allows for higher yield to investors and increased management flexibility.
- Greater control and transparency than debt products**; assets are wholly owned, managed with no leverage. Investor's principle is not brokered or lent on someone else's asset allowing for active management and better results in down markets.
- Multiple exit strategies**. Units exist in the market as fully repaired, modernized functioning cash flowing assets. These can be sold individually in traditional channels like the Multiple Listing Service or in blocks to family or institutional investors.

Target U.S. Markets



"We focus in these markets because of our teams' extensive experience and the abundant opportunities to acquire distressed and below market assets that we believe enhances investors' risk/reward profiles." – Brian Davison, CEO, EquiAlt

THESE MATERIALS DO NOT REPRESENT AN OFFER OF OR A SOLICITATION FOR ADVISORY SERVICES UNDER ANY CONDITIONS OR A SECURITY IN ANY STATE/JURISDICTION OF THE UNITED STATES OR ANY COUNTRY WHERE THE PRODUCT IS NOT REGISTERED. NOTICE FILED, OR EXEMPT. EQUIALT PROVIDES INFORMATION ON IT'S ACTIVITIES BASED IN REAL ESTATE. PRIOR RESULTS ARE NOT A GUARANTEE OF FUTURE RESULTS



A Leading Alternative Real Estate Investment Company

Fact Sheet | 2017

EquiAlt Fund, LLC

Fund Data:

Series 1: Up to \$50,000,000

Minimum Investment: \$25,000

Type: Private Placement

Term: 48 months

Holdings: Diversified, Debt-Free
Real Estate Holdings

Investor Benefits:

- ✓ Fixed Annual Rate of Return; 8% for Growth, 8% for Monthly Income.
- ✓ Monthly dividend payments commence in 30 to 45 days
- ✓ Strategy objectives that align with an "Investors First Approach".
- ✓ Principal paid-in-full via balloon payment in 48 months
- ✓ Investment secured by tangible real estate (no leverage)

EquiAlt Fund is:

- ✓ Self-directed IRA compatible
- ✓ 401k compatible **Restrictions Apply*

With a proven track record and more than 100 years combined experience, EquiAlt specializes in the acquisition, sale and management of real estate. Focusing primarily on acquiring distressed single-family and multi-family dwellings in Las Vegas, Tampa, and Orlando FL. Markets; for both income and equity. We acquire properties in these markets that can benefit most from our resident-centered focus, strong local management, and deployment of our privileged enterprise methodology and technology. EquiAlt currently manages three successful private placement funds.

About

- EquiAlt's management has directly acquired over \$150 million dollars and liquidated over \$200 million dollars in distressed real estate since 2008.
- We are 100% debt-free and never leverage an asset(s).
- Our average acquisition is between 25% - 50% under market value
- Our fundamental philosophy is based upon alignment of interest with investors.

Investment Strategy

Acquire high income producing, single-family properties, significantly under market value (typically distressed properties).

- Rehab properties (typically within 28 days, if applicable).
- Structuring an attractive return with emphasis on monthly income generation, risk mitigation through third party auditing, and debt free consistency.
- Sell assets, at a significant profit individually or as packaged "blocks" of assets to institutional investors.

Asset Acquisition Sourcing

- Trustee Sale Properties
- Bank Sale Properties
- Tax Sale Properties
- Tax Certificates
- Trust Deeds
- Privileged Sourcing

**Acquisitions verifiable through county assessors*

Returns Based On A \$100,000 For Growth and Monthly Income

	Annual Returns	Monthly Payments	Years	2017	2018	2019	2020		Total
Growth	8%	N/A	Growth	\$8,000	\$8,000	\$8,000	\$8,000	*Principal + earned interest returned upon term maturity	\$132K
			ROI %	8%	8%	8%	8%		132%
Income	8%	\$667	Cash Flow	\$8,000	\$8,000	\$8,000	\$8,000	*principal returned upon term maturity	\$132K
			ROI %	8%	8%	8%	8%		132%

THESE PROJECTIONS ARE PRESENTED FOR ILLUSTRATIVE PURPOSES ONLY AND DO NOT REPRESENT A GUARANTEE OF FUTURE RETURNS. THIS IS NOT AN OFFER TO SELL A SECURITY OR A GENERAL SOLICITATION; AN OFFER TO SELL A SECURITY ONLY MAY BE MADE BY A PRIVATE PLACEMENT MEMORANDUM TO PRE-EXISTING SOPHISTICATED AND/OR ACCREDITED INVESTORS WHERE PERMITTED BY LAW. THIS CONTENT IS PROVIDED FOR GENERAL INFORMATIONAL PURPOSES ONLY. NOTHING HEREIN SHALL BE CONSTRUED AS TAX, LEGAL, INVESTMENT OR ACCOUNTING ADVICE. THERE ARE NO GUARANTEES THAT ANY RETURNS WILL BE ACHIEVED. POTENTIAL INVESTORS SHOULD CONSULT THEIR ATTORNEY, ACCOUNTANT, AND FINANCIAL ADVISORS BEFORE INVESTING.



Dear Valued Investor,

We are striving to provide excellent customer service that is both timely and easily accessible. You now have access to our customer service email and phone number.

*Email: customerservice@equialt.com

*Phone: 602-953-7818

We are available to answer any questions or discuss any concerns that you may have. We are also able to connect you with your Financial Advisor for information they may need to provide.

Just a reminder that you can view your quarterly reports through our online portal. If you need assistance with log-in access you can contact Christos Anastasopoulos at christos@equialt.com or 602-228-9207.

We thank you for your continued patronage and trust in EquiALT. As always, we greatly appreciate your business.

Sincerely,

A handwritten signature in cursive script that reads 'Becky Wiebe'.

Becky Wiebe

Executive Administrative Coordinator

602-973-7022

becky@equialt.com



July 30, 2018

[REDACTED],

Account: [REDACTED]-6419

My name is Cal Babbini: Customer Relations Director. I am sending you a confirmation of receipt and Thank you for investing in EquiAlt! We really appreciate your business.

We are in receipt of your investment for \$90,000.00 (EquiAlt Monthly acct. #8381-8863-6419) on July 30, 2018.

Summarizing your investments:

- 48 month term, with the option to renew
- Your investment is earning 8.00%
- Monthly payments will begin September 2018.

In an effort to streamline our processes and "Go-Green", EquiAlt and it's subsidiaries have made it possible for clients to have complete access to their account online versus a paper statement on a quarterly basis. To access your account please visit our EquiAlt site:

https://investor-reporting.equialtreit.com/register_new_account
Please reference your *account number to complete the set up.

Once again I would like to say Thank you, we appreciate your patronage and trust in EquiAlt LLC. Please do not hesitate to contact me at any time if you have any questions or concerns.

Cordially,

A handwritten signature in cursive script, appearing to be 'CB'.

Cal Babbini

Customer Relations Director

480.577.3346

cal@equialt.com

23204 N. 44th Place
Phoenix, AZ 85050



[REDACTED]
EquiAlt Monthly Acct. # [REDACTED]-6419



SUMMARY OF TERMS

This document dated: July 30, 2018 will serve as a summary to the PPM Agreement.

Amount of Investment: \$90,000.00

Annual Rate: 8.00%

Payment requested: Monthly

Term: 48 months

Receipt of funds date: July 30, 2018

Payment start date (minimum of 45 days from today): September 1, 2018

Payment will always be postmarked no later than 5th of the Month

Signed and mutually agreed by:

A handwritten signature in black ink, appearing to be 'B. Rybicki', written over a horizontal line.

Barry M. Rybicki

EquiAlt Fund LLC

A horizontal line with a thick black rectangular redaction box covering the signature area.



SUMMARY OF TERMS

This document dated 7-23-2018 2018 will serve as a summary to the PPM Agreement.

Estimated Amount of Investment: \$ 100,000

Actual Amount of Investment: \$ _____

Annual Rate: 8.00%

Payment requested: Monthly - Semi Annual - Annual - Growth. (Circle choice).

Term: _____ months

Receipt of funds date: _____

Payment start date (minimum of 45 days from today): _____

Payment will always be postmarked no later than the 5th of the month.

Signed and mutually agreed by:

A handwritten signature in blue ink, appearing to read 'Barry M Rybicki', written over a horizontal line.

Barry M Rybicki

EquiAlt Fund LLC

A black rectangular redaction box covering a signature or stamp on the right side of the document.

Adviser _____



PRIVATE PLACEMENT MEMORANDUM

EQUIALT FUND, LLC

EXHIBIT A

FORM OF DEBENTURE

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, AND IS ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), AND, ACCORDINGLY, MAY NOT BE OFFERED OR RE-SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

8.00% DEBENTURE

\$90,000.00

July 30, 2018

FOR VALUE RECEIVED, the undersigned, EquiAlt Fund LLC, a Nevada limited liability company having an address of 10161 Park Run Drive, Suite 150, Las Vegas, NV 89145 (“Maker”), promises to pay to the order of Dale W. and Jennifer L. Schmitz having an address of 46058 W. Rainbow Dr., Maricopa, AZ 85139 (“Holder”), the principal sum of Ninety Thousand Dollars and 00/100 (\$90,000.00) (the “Principal Amount”), together with interest on the unpaid Principal Amount thereof computed from the date hereof (the “Commencement Date”), at the rates provided herein, on the Maturity Date defined in Section 1 hereof.

1. Maturity. The Principal Amount and any unpaid interest due under this debenture (the “Debenture”) shall be due and payable in July 2022 (the “Maturity Date”).

2. Interest Rate and Payments. Interest hereunder shall accrue as follows:

(a) From the Commencement Date, interest shall accrue on the unpaid Principal Amount at the rate of Eight and 00/100 percent (8.00%) per annum.

(b) Monthly payments will begin September 1, 2018.

3. Prepayment. This Debenture may be prepaid in whole or in part at any time, without penalty or premium, it being understood and agreed that, except as expressly provided herein, Maker shall not be entitled, by virtue of any prepayment or otherwise, to a refund of interest,

any other fees, points, charges and the like paid by Maker to Holder in connection with his Debenture.

4. Waiver. Maker hereby waives all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, demand for payment, protest, notice of protest and notice of dishonor, to the extent permitted by law. Maker further waives trial by jury. No extension of time for payment of this Debenture or any installment hereof, no alteration, amendment or waiver of any provision of this Debenture and no release or substitution of any collateral securing Maker's obligations hereunder shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker under this Debenture.

5. Default and Remedies. At the election of the holder of this Debenture, all payments due hereunder may be accelerated, and this Debenture shall become immediately due and payable without notice or demand, upon the occurrence of any of the following events (each an "Event of Default"): (1) Maker fails to pay on or before the date due, any amount payable hereunder; (2) Maker fails to perform or observe any other term or provision of this Debenture with respect to payment; or (3) Maker fails to perform or observe any other term or provision of this Debenture, which default is not cured within sixty (60) days of receipt of written notice. In addition to the rights and remedies provided herein, the holder of this Debenture may exercise any other right or remedy in any other document, instrument or agreement evidencing, securing or otherwise relating to the indebtedness evidenced hereby in accordance with the terms thereof, or under applicable law, all of which rights and remedies shall be cumulative.

Any forbearance by the holder of this Debenture in exercising any right or remedy hereunder or under any other agreement or instrument in connection with the Debenture or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by the holder of this Debenture. The acceptance by the holder of this Debenture of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of the holder of this Debenture to require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

6. Assignment of Debenture. If this Debenture is transferred in any manner by Holder, the right, option or other provisions herein shall apply with equal effect in favor of any subsequent holder hereof, provided, however, that any assignment by Holder must comply with applicable Federal and state securities laws, and Maker shall be entitled to demand an opinion of counsel opining that any transfer will comply with said laws.

7. Waiver of Offset. By its acceptance of Holder's funds and execution of this Debenture, Maker acknowledges, agrees and confirms that, as of the time of signing, it has no defense, offset or counterclaim for any occurrence in relation to this Loan.

8. Acceptable Currency. All payments of principal and interest hereunder are payable in lawful money of the United States of America.

9. Joint and Several Obligations. If more than one person signs this Debenture, each person signs as a Maker, unless otherwise stated and shall be fully, jointly, severally and personally obligated to keep all of the promises made in this Debenture, including the promise to pay all sums due and owing.

10. Miscellaneous. This Debenture shall be binding on the parties hereto and their respective heirs, legal representatives, executors, successors and assigns. This Debenture shall be construed without any regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. This Debenture shall be exclusively governed by the laws of the State of Nevada without regard to choice of law consideration. Maker hereby irrevocably consents to the jurisdiction of the courts of the State of Nevada and of any federal court located in Nevada in connection with any action or proceeding arising out of or relating to this Debenture. This Debenture may not be changed or terminated except upon the prior written agreement of the Holder. A determination that any portion of this Debenture is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Debenture to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision to the extent legally permissible and otherwise as it may apply to other persons or circumstances.

11. Jury Waiver. **MAKER AGREES THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY MAKER OR THE HOLDER OF THIS DEBENTURE ON OR WITH RESPECT TO THIS DEBENTURE OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. MAKER AND HOLDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. MAKER ACKNOWLEDGES AND AGREES THAT AS OF THE DATE HEREOF THERE ARE NO DEFENSES OR OFFSETS TO ANY AMOUNTS DUE IN CONNECTION WITH THE LOAN. FURTHER, MAKER WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. MAKER ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS DEBENTURE AND THAT HOLDER WOULD NOT EXTEND CREDIT TO MAKER IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS DEBENTURE.**

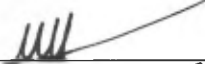
[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the Maker has executed this Debenture on the date first above written.

MAKER:

EquiAlt Fund LLC
a Nevada limited liability company

By: EquiAlt LLC
a Nevada limited liability company
its Manager

By: 
Name: Barry M. Rybicki
Title: Managing Director

Name of Prospective Purchaser: _____

State of Domicile: Arizona



EQUIALT FUND, LLC

PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN EQUIALT FUND, LLC, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTIONS AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR THE PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANYS' COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

EQUIALT FUND, LLC

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: EQUIALT FUND, LLC

c/o Fox Rothschild LLP

Wells Fargo Tower, Suite 500

3800 Howard Hughes Parkway

Las Vegas, NV 89169

Ladies and Gentlemen:

In connection with the proposed purchase of Class A membership units (the "Securities") in EquiAlt Fund, LLC (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as "Exhibit A", and certifies that either (circle only one):

A. The undersigned is an "Accredited Investor" for one or more of the following reasons (circle all that apply):

- a. The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds \$1,000,000;
- b. The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of \$200,000 in each of the two most recent years, or joint income with their spouse in excess of \$300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;
- c. The undersigned is a director or executive officer of the Company, which is issuing and selling the Securities;
- d. The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5,000,000; (describe entity):

- e. The undersigned is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);
- f. The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement (describe entity)

- B. The undersigned is not an "Accredited Investor." However, the undersigned represents and warrants the following:

The undersigned is an individual whose individual net worth, or joint net worth with his or her spouse, if applicable, is approximately \$_____;

The undersigned had an income of approximately \$_____ in 2015, and has a reasonable expectation of earning an annual income of approximately \$_____ in the current year.

2. **Entity Type.** The undersigned is (circle only one):

- ☒ A - An individual
- ☐ B - A corporation
- ☐ C - A partnership
- ☐ D - A trust
- ☐ E - Other

3. **Tax I.D. Number.** The social security number of federal tax ID number of the undersigned is:

8477 _____ 0196
Dale Jennifer

4. **Address.** The address of the undersigned is:

Maricopa, AZ 85139

The phone, fax and contact person (if an entity) are as follows:

Phone: _____

Fax: _____

Contact: _____

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the management of the Company.

Dated: 7-23-2018

Very truly yours,

Print name of Investor: [REDACTED]

Print Name of Joint Investor: [REDACTED]

Signature

(X)

[REDACTED]

Signature

(X)

[REDACTED]

Print Title (if applicable): _____

Print Title (if applicable): _____

EXHIBIT A

Rule 501. Definitions and Terms Used in Regulation D.

As used in Regulation D, the following terms have the meaning indicated:

Accredited Investor. “Accredited Investor” shall mean any person who comes within any of the following categories, at the time of the sale of the securities to that person:

1. Any bank as defined in section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301 (c) or (d) of the Small Business Investment Act of 1958; employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000; or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
2. Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
4. Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of the issuer;
5. Any natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his purchase exceeds \$1,000,000;
6. Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

7. Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
8. Any entity in which all of the equity owners are accredited investors.

SUBSCRIPTION AGREEMENT

FOR

EQUIALT FUND, LLC

A Nevada limited liability company

THIS SUBSCRIPTION AGREEMENT (the "Agreement") is made by and among EquiAlt Fund, LLC, a Nevada limited liability company (the "Company"), and the individuals and/or entities purchasing the securities hereunder (individually, a "Subscriber" and collectively, the Subscribers").

WHEREAS, the Company desires to issue up to a maximum of One Hundred Million (100,000,000) units of Class A membership interest (the "Maximum Offering") to certain Accredited Investors, as that term is defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Act")

WHEREAS, each Subscriber has been furnished with an executive summary of this offering, a copy of the Company's operating agreement, an accredited investor questionnaire, this Agreement and the Risk Factors incorporated into the Agreement, as such may have been amended or supplemented from time to time (collectively, the "Offering Documents"); and

WHEREAS, the Subscriber desires to purchase that number of units set forth on the signature page hereof on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties agree as follows:

1. Purchase and Sale of Units.

1.1. Purchase of Units. Subject to the terms and conditions of this Agreement, the Subscribers agree to purchase at the Closings that number of units up to an aggregate of One Hundred Million (100,000,000) units of Class A membership interest at a purchase price of Ten Dollars (\$10.00) per unit, as may be subscribed to by the Subscribers in this offering. The Units issued to the Subscribers pursuant to this Agreement (including counterpart versions hereof) shall be referred to herein as the "Units".

1.2. Company reservation of Rights to Terminate or Deny. The Company reserves the right to refuse all or part of any or all subscriptions. Furthermore, no Subscription Agreement shall be effective until accepted and executed by the Company and the Company shall have the right, in its sole discretion, for any reason or for no reason, to refuse any potential Subscribers.

2. Closing and Delivery.

- 2.1. Initial Closing Date. The initial purchase and sale of the Units shall take place at such time and place as the Company determines (the "Initial Closing"). At the Initial Closing, the Company shall deliver to each Subscriber a certificate representing the Units to be purchased in the Closing by the Subscriber. The purchase price for the Units is payable by check or wire transfer payable to the Company or its designee in an amount equal to the applicable purchase price per unit multiplied by the number of Units being purchased by such Subscriber. Each Subscriber hereby authorizes and directs the Company to deliver the Units to be issued to the Subscriber pursuant to this Agreement directly to the Subscriber at the residential or business address indicated on the signature page hereto.
- 2.2. Subsequent Closings. The Company may conduct subsequent closings on an interim basis (each referred to as a "Closing"), until the Maximum Offering amount has been reached (subject to increase in the event of oversubscription of the offering). All such sales shall be made on the terms and conditions set forth in this Agreement. Any Units sold pursuant to this Section 2.2 shall be deemed to be "Units" and any Subscribers thereof shall be deemed to be "Subscribers" for all purposes under this Agreement.
3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Subscribers that:
 - 3.1. Organization, Good Standing and Qualification. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure so to qualify would have a material adverse effect on its business or properties.
 - 3.2. Authorization. All action on the part of the Company, and its managers, necessary for the authorization, execution and delivery of this Agreement and the issuance of the Units, the performance of all obligations of the Company hereunder and there under has been taken or will be taken prior to the Closing, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.
 - 3.3. Valid Issuance of Units. (A) The Units, when issued, sold and delivered in accordance with the terms hereof for the consideration expressed herein or therein, will be duly and validly issued and fully-paid and non-assessable. Based in part upon the representations of the Subscribers in this Agreement and subject to the completion of the filings referenced below, the Units will be issued in compliance with all applicable federal and state securities laws.
(B) The Units, are or as of the Initial Closing will be, duly and validly authorized and issued, fully-paid, and were or will be issued in compliance with all applicable federal and state laws.
 - 3.4. Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local government authority on the part of the Company is required in connection with

the consummation of the transactions contemplated by this Agreement, except for the Federal and State Securities Law Filings to be made by the Company as necessary.

- 3.5. Litigation. There is no action, suit, proceeding or investigation pending or currently threatened against the Company that questions the validity of the Agreement, or the right of the Company to enter into this Agreement, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition, affairs or prospects of the Company, financially or otherwise, or any change in the current equity ownership of the Company, nor is the Company aware that there is any basis for the foregoing. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.
- 3.6. Compliance with Other Instruments. The Company is not in violation or default of any provisions of its Articles of Organization or Operating Agreement or of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound or, to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of the Agreement, and the consummation of the transactions contemplated hereby, will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company.
- 3.7. Disclosure. The forward-looking statements, including financial projections, contained in the Offering Documents were prepared in good faith; however, the Company does not warrant that such statements will ultimately become true. In addition to the foregoing, the Company restates as if rewritten herein the Risk Factors attached hereto as Schedule I as if fully rewritten herein and the following:
 - (A) No Independent Studies. The determination of the Company's capital requirements and the intended use of proceeds from this Offering is based solely upon information developed by the Company. No independent studies with regard to feasibility, management, or marketing have been conducted by any third parties in determining the Company's capital requirements or requirements.
 - (B) Structure of the Offering. The Units are being sold through the Company without commissions. The Offering is being conducted on a "best efforts" basis.

4. Representations and Warranties of the Subscribers. Each Subscriber hereby severally and not jointly represents and warrants to the Company that:

- 4.1. Risk. The Subscriber recognizes that the purchase of the Units involves a high degree of risk in that (i) the Company has limited operation history; (ii) an investment in the Company is highly speculative, and only investors who can afford the loss of their entire investment should consider investing in the Company and the Units; (iii) the Subscriber may not be able to liquidate his, her or its investment; and (iv) transferability of the Units is extremely limited.

- 4.2. Accredited Investor. The Subscriber represents that the Subscriber is an officer, director or equivalent of the Company, and /or is an "Accredited Investor," as such term is defined in Rule 501 of Regulation D promulgated under the Act, and that the Subscriber is able to bear the economic risk of an investment in the Units.
- 4.3. Investment Experience. The Subscriber hereby acknowledges and represents that the Subscriber has prior investment experience, including investment in non-listed and unregistered securities, or the Subscriber has employed the services of an investment advisor, attorney and/or accountant to read all of the documents furnished or made available by the Company both to the Subscriber and to all other prospective investors in the Units and to evaluate the merits and risks of such an investment on the Subscriber's behalf.
- 4.4. Due Diligence. The Subscriber hereby acknowledges receipt and careful review of the Offering Documents, as supplemented and amended, and the attachments and exhibits thereto all of which constitute an integral part of the Offering Documents, and hereby represents that the Subscriber has been furnished by the Company during the course of this transaction with all information regarding the Company which the Subscriber has requested or desired to know, has been afforded the opportunity to ask questions of and receive answers from duly authorized managers, officers or other representatives of the Company concerning the terms and conditions of the offering and has received an additional information which Subscriber has requested.
- 4.5. Protection of Interests; Exempt Offering. The Subscriber hereby represents that the Subscriber either by reason of the Subscriber's business or financial experience or the business or financial experience of the Subscriber's professional advisors (who are unaffiliated with and who are not compensated by the Company or any affiliate of the Company, directly or indirectly) has the capacity to protect the Subscriber's own interests in connection with the transaction contemplated hereby. The Subscriber hereby acknowledges that the offering has not been reviewed by the United States Securities and Exchange Commission (the "SEC") because of the Company's representations that this is intended to be exempt from the registration requirements of Section 5 of the Act. The Subscriber agrees that the Subscriber will not sell or otherwise transfer the Units unless they are registered under the Act or unless an exemption from such registration is available.
- 4.6. Investment Intent. The Subscriber understands that the Units have not been registered under the Act by reason of a claimed exemption under the provisions of the Act which depends, in part, upon the Subscriber's investment intention. In this connection, the Subscriber hereby represents that the Subscriber is purchasing the Units for the Subscriber's own account for investment and not with a view toward the resale or distribution to others. The Subscriber, if an entity, was not formed for the purpose of purchasing the Units.
- 4.7. Restricted Securities. The Subscriber understands that there currently is no public market for any of the Units and that even if there were, Rule 144 promulgated under the Act requires, among other conditions, a one-year holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Act. The Subscriber understands and hereby acknowledges that the Company is under no obligation to register the Units under the Act or any state securities or "blue sky" laws. The Subscriber consents that

the Company may, if it desires, permit the transfer of the Units out of the Subscriber's name only when the Subscriber's request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state "blue sky" laws (collectively, the "Securities Laws"). The Subscriber agrees to hold the Company and its members, manager, officers, employees, controlling persons and agents and their respective heirs, representatives, successors and assigns harmless and to indemnify them against all liabilities, cost and expenses incurred by them as a result of any misrepresentation made by the Subscriber contained in this Agreement or any sale or distribution by the Subscriber in violation of the Securities Laws. The Subscriber understands and agrees that in addition to restrictions on transfer imposed by applicable Securities Laws, the transfer of the Units will be restricted by the terms of this Agreement.

- 4.8. Legends. The Subscriber consents to the placement of a legend on any certificate or other document evidencing the Units that such Units have not been registered under the Act or any state securities or "blue sky" laws and setting forth or referring to the restrictions on transferability and sale thereof contained in the Agreement. The Subscriber is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such Units and may place additional legends to such effect on Subscriber's unit certificate(s).
- 4.9. Rejection. The Subscriber understands that the Company will review this Agreement and that the Company reserves the unrestricted right to reject or limit any subscription and to close the offering to the Subscriber at any time.
- 4.10. Address. The Subscriber hereby represents that the address of the Subscriber furnished by the Subscriber on the signature page hereof is the Subscriber's principal residence.
- 4.11. Authority. The Subscriber represents that he or she has full power and authority to execute and deliver this Agreement and to purchase the Units. This Agreement constitutes the legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms.

5. Limitations on Transfer.

- 5.1. Company Right of First Refusal. The Subscribers shall not assign, encumber or dispose of any interest in any of the Units except in compliance with applicable state and federal laws.

6. Miscellaneous.

- 6.1. Survival of Representations and Warranties. The warranties, representations and covenants of the Company contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing for a period of one (1) year following the last Closing.

- 6.2. Governing Law. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT ALL THE TERMS AND PROVISIONS HEREOF SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.
- 6.3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6.4. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 6.5. Notices. (A) All notices, request, demand and other communications under this Agreement or in connection herewith shall be given to or made upon the respective parties as follows: if to the Subscribers, to the addresses set forth on the signature page hereto, or, if to the Company, to EquiAlt Fund, LLC, c/o Duane Morris LLP, Attn: Paul R. Wassgren, 100 N. City Parkway, Suite 1560, Las Vegas, Nevada 89106. (B) All notices, requests, demands and other communications given or made in accordance with the provisions of the Agreement shall be in writing, and shall be sent by certified or registered, return receipt requested, or by overnight courier or telecopy (facsimile) with confirmation of receipt, and shall be deemed to be given or made when receipt is so confirmed. (C) Any party may, by written notice to the other, alter its address or respondent and such notice shall be considered to have been given ten (10) days after the airmailing, telexing or telecopying thereof.
- 6.6. Brokers. (A) Each Subscriber severally represents and warrants that it has not engaged, consented to or authorized any broker, finder or intermediary to act on its behalf, directly or indirectly, as a broker, finder or intermediary in connection with the transactions contemplated by this Agreement. Each Subscriber hereby severally agrees to indemnify and hold harmless the Company from and against all fees, commissions or other payments owing to any such person or firm acting on behalf of such Subscriber hereunder. The Company will pay finder's fees only in compliance with applicable law. (B) The Company agrees to indemnify and hold harmless the Subscribers from and against all fees, commissions or other payment owing by the Company to any other person or firm acting on behalf of the Company hereunder.
- 6.7. Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.
- 6.8. Third Parties. Nothing in the Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.
- 6.9. Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written

consent of the Company and Subscribers holding a majority in interest of the Units purchased in the offering.

- 6.10. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- 6.11. Entire Agreement. This Agreement and the other Offering Documents constitute the entire agreement between the parties hereto pertaining to the subject matter herof, and any and all other written or oral agreements existing between the parties hereto are expressly canceled.

(Signature page follows.)

This Subscription Agreement has been executed as of the date last set forth below.

NUMBER OF UNITS: 9000



at \$10.00 PER UNIT

FOR THE AGGREGATE PURCHASE PRICE: \$ 90,000 .00

S

SUBSCRIBER:

Print or Type Name of Subscriber:

Signature:  Second Signature if Jointly 

Title of Signatory: _____

If jointly held subscribe manner in which Title to be held: _____

Address: _____

Telephone: _____

Facsimile: _____

Tax I.D. #: _____

Dated: _____

This Subscription Agreement is agreed to and accepted as of: 7-30-18

EQUIALT FUND , LLC

a Nevada limited liability company

By: EquiAlt, LLC

a Nevada limited liability company

its Manager

By:  _____

EquiAlt, its Manager.



Beneficiary Information: The following individual(s) or entity(ies) shall be my primary and/or contingent beneficiary(ies) of this account. If neither primary nor contingent is indicated, the individual or entity will be deemed to be a primary beneficiary. If more than one primary beneficiary is designated and no distribution percentages are indicated, the beneficiaries will be deemed to own equal share percentages. Multiple contingent beneficiaries with no share percentages indicated will also be deemed to share equally. If any primary or contingent beneficiary dies before I do, his or her interest and the interest of his or her heirs shall terminate completely, and the percentage share of any remaining beneficiary(ies) shall be increased on a pro rata basis. If no primary beneficiary(ies) survives me, the contingent beneficiary(ies) shall acquire the designated share of the account.

Beneficiary Information

Name:

Address:

City: State: Zip:

Share %: Relationship:

What type of Beneficiary is this? Primary

*The [REDACTED] Family Living Trust Dated 7/23/18
100%*

Beneficiary 2

First Name:

Last Name:

Address:

City: State: Zip:

Share %: Relationship:

What type of Beneficiary is this?

Beneficiary 3

First Name:

Last Name:

Address:

City: State: Zip:

Share %: Relationship:

What type of Beneficiary is this?



Direct Deposit Agreement Form

Authorization Agreement

I hereby authorize EquiAlt to initiate automatic deposits to my account at the financial institution named below. I also authorize EquiAlt to make withdrawals from this account in the event that a credit entry is made in error.

Further, I agree not to hold EquiAlt responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until EquiAlt receives a written notice of cancellation from me or my financial institution, or until I submit a new direct deposit form to the Payroll Department.

Account Information

Name of Financial Institution:

JP Morgan Chase

Routing Number:

3250 70 760

Account Number:

[REDACTED] 9499

☒ Checking | ☐ Savings

Signature

Authorized Signature (Primary):

[REDACTED]

Date:

7-23-19

Authorized Signature (Joint):

[REDACTED]

Date:

7-23-19

Please attach a voided check or deposit slip and return this form to the Payroll Department.

Liquidity Page 5



Alternative Investment Strategies



1-855-EquiAlt | www.EquiAlt.com

EQUIALT LLC & SUBSIDIARIES

Las Vegas | Phoenix | Tampa Area



As life changes...

so do your goals.



We can help.



EquiAlt Overview

We understand that there are several strategies and goals in the area of Real Estate investing. Based on our experience, we offer education and offerings that are truly investment grade. Available products for investors range from totally passive to the traditional active.



EQUITY

EquiAlt researches, acquires and manages opportunistic and distressed Real Estate assets for the income and equity. EquiAlt's management has directly acquired over 345 million dollars and liquidated over 450 million dollars in distressed Real Estate since 2008 and over 3000 transactions.



HOLDINGS

EquiAlt maintains investment grade income property that has been stabilized from the distressed acquisitions. These specific properties are part of a convergent investment strategy based on generational demographic trends in Real Estate. These properties from time to time are offered in bulk to end investors in groups of ten units or greater.



Core Values

We believe that it matters, not only what strategy the investment manager subscribes to, but perhaps more importantly, the corporate values and individual character of the team members that manage your capital.

Our core values are central to who we are individually and as a team. We are passionate about these ideas and they are the foundation that we build upon in managing this fund.

EquiAlt Highlights:

- **NO DEBT - No Third Party Risk**
- Proven Risk Management Strategies
- Invest In Tangible Assets
- Alignment of Interest with Investors
- Successful Track Record During the Downturn
- Diverse Stabilized Income Streams



Historical Performance

Historic return to investors:

- **EquiAlt Has NEVER Lost Investor Dollars Since Inception**
- Returns are fixed to your individual investment so you know what to expect for your portfolio
- Several versions are offered based on your needs and suitability
- Directly acquired over \$345 million and liquidated over \$450 million in distressed Real Estate since 2008
- Successfully completed over 3000 transactions



Fund Executive Summary

Income Producing Growth or monthly income

Leverage Zero leverage, no financing on assets inside the fund

Transparency All assets verifiable thru County Assessor sites

Private Placement Memorandum Stabilized net asset value with fixed return

Fund Terms

Terms:

Yield to Investors	8% Growth or Payment
Minimum Investment	\$25,000
Maximum Size Per Fund	\$150,000,000
Lock Up Period	48 72 Months
<u>Liquidity</u>	60 days notice
Income Distribution Options	Monthly

Service Providers:

Fund Administrator	EquiAlt, LLC
Banking	Wells Fargo

Legal

Paul R. Wassgren, Partner
DLA Piper LLP (US)
2000 Avenue of the Stars
Suite 400 North Tower
Los Angeles, California
90067-4704
(310)595-3000

CPA

Gino Mauriello & Co
5545 Mountain Vista St #E
Las Vegas, NV 89120

Strategy Overview

This aspect of the funds activity are based on Macro Demographic Trends in the United States as (in our opinion) best explained by Harry S. Dent.

Value:

- Equity on acquisition (not relying on future appreciation) or speculation
- Fixed assets providing cash flow
- Real Estate as an inflation hedge
- Product is currently attractive for 'non-wealthy' boomers who retire en masse until 2024 who still want independence of separate living conditions without the burden of ownership
- Product is attractive for 'echo boomers' as first time buyers as an exit strategy
- End product is attractive to institutional investors buying pools of performing assets

Risk:

- Assets are significantly distressed, physically unstable with title work to complete to make fully marketable in traditional sales outlets such as MLS through Realtors
- Average repair per unit is 20% of current value.

Value does not account for the recent full repairs that make our product above market value as an updated new, fully repaired product

Summary:

EquiAlt is currently focused in the Single Family Market and Small Multi-Unit Properties, as the market is tightening we are branching out to more aggressive bidding towards higher volume purchases. As the market strengthens, this will include apartment complexes and condo units. EquiAlt's goal has always been to add to our base, while maintaining a "no-debt" platform, minimizing market exposure, and securing a fixed income as monthly cash flow.

By acquiring and maintaining what most demographic research points to as generally the brightest potential area in all Real Estate, management hopes to provide current and future value.

Why EquiAlt?

- Depth of experience in Real Estate lending markets
- Successfully liquidated over \$450 million in distressed Real Estate since 2008
- Over 3000 successful transactions
- Nationwide capabilities, able and ready for all markets
- Direct alignment with our clients
- Highly seasoned team of investment professionals
- Conservative underwriting methodology
- Reg D Fund offering, on file with SEC
- Currently operating three successful private placement funds
- One of a few management teams that have operated successfully throughout the downturn of our "great recession"

Strategy Overview

Key Points:

- Primary risk management tool: conservative underwriting
- Sector and property diversification: key to managing risk within portfolio
- Senior management inspects every property before purchase
- Preference for income producing properties
- Maximum exposure is less than 70% current market value

Investment Ideas; Better Investor Positioning:

Opportunity to make investments in whole distressed Single Family Real Estate focused on equity on acquisition buying and buy-to-rent strategies. This investment strategy positions the investment for several factors from a strong buy side positioning allowing for:

1. Assets are bought significantly under current value:

The 2012 average acquisition price was 31% of current value, significantly more equity than the average distressed unit in US. Properties are purchased individually to increase the equity on acquisition as bulk buying masks the laggards in a group. This practice significantly reduces principle risk and allows for much higher than normal ROI from the market rents compared to actual cash outlay.

2. Asset are immediately brought to cash flowing: (28 day average). Upon acquisition every property is addressed for any necessary rehabilitation to stabilize and repair the property to make it a marketable residence.

3. Assets are targeted toward specific end users:

- Aging baby boomers, manageable size property, SFR freedom, SFR quality, a more stable fixed income renter.
- Echo Boomers are the next significant generational consumer wave; more rent type options; rent, rent to own, lease option, financed, all for the future first time homebuyers.

4. Assets are non-leveraged:

Properties carry no debt burden. This allows for higher yield to investors and increased management flexibility in down markets.

5. Multiple exit strategies:

Units exist in the market as fully repaired, modernized functioning cash flowing assets. These can be sold individually or in blocks to institutional investors.

Strategy Overview

Forced Pragmatism vs. American Dream: Rent VS. Own

Real Cost Of Home Ownership: With no home price appreciation prospective buyers analyze all cost of ownership; property taxes, HOA dues, maintenance / repair costs. Notable: property taxes will be under pressure as municipalities look to raise rates to balance stressed budgets. Transaction costs; typically overlooked and take 10% off any arms length transaction -a price of mobility or cashing out.

Demographic Effects: Baby boomer households have begun the shift to empty nesters, downsizing, smaller vacation home buyers. Gen Y is growing pressing the need for entry level housing, this is an 80M-group whose job growth was 3x's the national average in 2010 and the average household size is declining as a % of households. This coupled with the psychological effect of Gen Y's raised in a housing bust should alter projections.

Economic Obstacles: Hurdles to purchasing are; real downpayment requirements, stricter FICO and underwriting guidelines. The great recession has leveled many entry level owners with damaged credit profiles and longer term unemployment have drained cash down payments. Rising student loan debt with more college graduates with more debt than previous generations pressure future purchases.

Home Price Declines 30%-50%: Historic declines have altered consumer thinking on housing as an investment. Foreclosure backlog increase fears of further value decreases discourages buyers with down payment risk.

Economic Drags: Long-term unemployment and labor insecurity raise the need for mobility. Rising gas prices along with environmental issues are increasing demand for residences close to transit and denser locations away from the metropolitan area.



Portfolio Asset Description

- Underlying assets: single family residences, multi-family, commercial
- **Zero leverage, no debt encumbrances**
- Conservative purchase-to-value– maximum 70%
- Types of Real Estate considered
 - Preference for income-producing assets
- Fund activities:

<ul style="list-style-type: none"> - Primarily in high opportunistic Real Estate - Tax certificates - Tax sale properties 	<ul style="list-style-type: none"> - Trustee sale properties - Bank sale properties - Trust deeds
--	--
- 48 - 72 month terms



Q&A

What happens if the market repeats itself and turns back to what we saw in 2007 – 2010?

During the downturn EquiAlt's Management successfully turned over 185 properties and averaged an annual return of 24.68% from 2007 - 2010! A downturn isn't expected but if it were to happen than EquiAlt's Management is ready and has proven successfully it can make the proper decisions to turn a profitable return.

Are there individual Insurance policies or how are the properties protected from natural or unnatural disasters?

There is a blanket policy thru National Real Estate Insurance Group, Affinity Group Management to cover for such disasters.

Can I use my 401k / IRA retirement account to invest into the fund?

Yes, the account is moved into a self-directing retirement account which is then invested into EquiAlt Fund LLC. The process is simple, a form is filled out, and the money is transferred to the self-directed IRA account and then invested into EquiAlt Fund LLC. The process is handled this way to make sure there are no tax complications or charges.

Do I receive statements for my account? Yes, quarterly statements are mailed out and can be emailed on request

Can I contact EquiAlt's CPA or Attorney? Absolutely, both are independent from EquiAlt LLC and can give you some insight into the fund and its activities.

Does EquiAlt buy in blocks or in bulk?

NO! We have "Boots on the ground" which is to say we inspect each and every property before purchase to find out the pluses and negatives before we own it. We don't have any pressure to just buy property for the sake of buying property like the bigger hedge funds. We have intentionally stayed small to keep the fund you are investing in strong!

Executive Team Biographies



Brian Davison – Chief Executive Officer

Brian Davison's Real Estate career began in 1994 in North County San Diego. He has hands-on experience in a variety of functions in the Real Estate and mortgage industries: encompassing management, loan renegotiation at a publicly traded REIT, regional Vice President of a private residential mortgage company, the broker-owner of a multi-state branch correspondent residential loan origination company with in-house underwriting and outbound marketing support system, and Vice President of a private lending company. Brian has held Real Estate and/or mortgage broker licenses in California, Nevada, and Florida, with additional work in the Arizona and Colorado markets. Brian has facilitated over \$1.5 billion in mortgage and Real Estate transactions, is an active investor in a variety of markets and is host of "The Cash Flow Show." In early 2009, he founded Invest REO LLC dba The Cash Flow Store, an opportunistic distressed Real Estate investment company. He currently holds a State of Nevada Real Estate License.



Barry M. Rybicki – Managing Director

Barry has over 14 years of experience in Real Estate lending. He has lived in Phoenix, Arizona for the past 21 years, originally coming to Arizona from Nebraska to attend Arizona State University where he majored in Accounting and minored in Marketing. He served as President to a bank in Arizona, and managed a \$10,000,000 line of credit. This capacity required; Real Estate evaluation, risk management, customer service, underwriting, appraisal review. He has handled over \$540,000,000 in residential deeds of trust in the Phoenix market and continues to have an overall understanding of the residential sectors inside of Maricopa County. Barry also served as Vice President for Cole Management LLC, where he gained significant experience in originating, structuring and negotiating deals, developing and implementing business strategies, assessing market and competitive issues, and raising capital from debt and equity providers. He remains actively involved in the community donating his time to coach youth sports and is currently the Treasurer of Pinnacle High School's Boys Soccer Team.



An alternate approach...

to Investments.



eEQUIALT



1-855-EquiAlt
www.EquiAlt.com

EQUIALT LLC & SUBSIDIARIES Las Vegas | Phoenix | Tampa Area



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
MIAMI REGIONAL OFFICE
SUITE 1800 801 BRICKELL AVENUE
MIAMI, FLORIDA 33131
Phone: (305) 982-6300
Facsimile: (305) 536-4146
Author's Direct Dial: 305-982-6324
Author's email: zamoranoa@sec.gov

INVESTOR QUESTIONNAIRE

SUBJECT: EquiAlt, LLC (FL-04167)

THIS IS A BRIEF SEVEN-PAGE QUESTIONNAIRE. IF YOU NEED ADDITIONAL SPACE FOR ANY QUESTION, PLEASE ATTACH ADDITIONAL PAGES. PLEASE BE SURE TO RETURN ALL PAGES.

Your Name: [REDACTED] DOB: [REDACTED] -1958

Home or Business Address:

[REDACTED], New River, AZ 85087

Home or Business Telephone Number (including area code): N/A

Cell Phone Number (including area code): [REDACTED]

Email Address: [REDACTED]@gmail.com

1. Our records indicate that you invested in an investment fund affiliated with EquiAlt LLC. Is this correct?

☒ Yes, on behalf of myself individually () No

☒ Yes, on behalf of an entity () No

If on behalf of an entity, please identify the entity:

American Financial Prescott, AZ

If yes to question #1 above, for each EquiAlt investment, please complete the following chart:

Date or Approximate Date of Investment:	EquiAlt Fund In Which You Invested: (1) EquiAlt Fund, LLC (2) EquiAlt Fund II LLC (3) EA SIP, LLC (4) EquiAlt Qualified Opportunity Zone Fund, LP or (5) EquiAlt Secured Income Portfolio REIT, Inc.	Dollar Amount Invested:	Lock-Up Period (36 Months or 48 Months)	Have Interest Payments Been made to You?	Has Your Principal Payment Been Returned?	Do you still hold this investment?
1-3-2017	?	125,000	48 month	Yes	50,000.00	Yes 75,000.00

2. How did you learn about EquiAlt? (check all that apply)

Personal or family referral (explain below) ✓

Business referral (explain below) _____

Other (explain below) _____

Do not remember _____

3. Before that first contact, did you know any of the following (Yes/No):

The person who contacted you about the investment NO

Andre Sears NO

Brian Davison NO

Barry Rybicki NO

4. If you answer yes to any of the individuals above, please explain below how you knew that individual.
-

5. How were you first contacted to invest in EquiAlt? (check all that apply):

Telephone / Cold-call _____

Telephone / Non-cold-call (explain below) _____

Email _____ Mail _____ In person _____ Other (explain below) _____

Do not remember ✓

Who first contacted you? Have no Idea

How did the person contacting you introduce himself/herself?

As a representative of EquiAlt ✓

As representative of Picasso Group _____

As a representative of Live Wealthy Institute _____

As a representative of Lifeline Innovations _____

Other (explain below):

When or approximately when did that happen? NO Idea

What, if anything, did the person who contacted you tell you about his/her compensation in connection with your EquiAlt investment?

There compensation was NOT Discussed

6. Did you ever communicate with anybody associated with EquiAlt or Picasso Group prior to investing with EquiAlt?

() Yes (☒) No

If yes, who did you speak with? _____

If yes, how many times? ____ If yes, when? _____

If yes, please describe what was discussed.

Did you ever have an in-person meeting with anybody associated with EquiAlt?

(☒) Yes () No. If yes, who did you meet with?

CAN'T REMEMBER! BARBARA CLACK, MARY GERMAIN OR A MAN IN OFFICE

If yes, when and where? PRISCOTT AMERICAN FINANCIAL

If yes, please describe what was discussed.

I DONT REMEMBER!

Did anyone tell you that EquiAlt investments were safe, low-risk, or conservative?

(☒) Yes () No

If yes, who said this and when? NO IDEA/MAYBE RON OR BARBARA @ AMERICAN FINANCIAL IN PRISCOTT, AZ

Did anyone tell you that EquiAlt cannot go bankrupt?

(☒) Yes () No

If yes, who said this and when? NO IDEA

Did anyone tell you that EquiAlt has large cash reserves?

☒ Yes () No

If yes, who said this and when? American Finacial

Did anyone tell you that EquiAlt is registered with the SEC?

() Yes () No

If yes, who said this and when? DONT Remember

Did anyone tell you that EquiAlt LLC would be paying approximately 5% to 10% of your investment funds as commissions to intermediaries or sales people?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's sales agents were registered as broker-dealers or investment advisers?

() Yes () No

If yes, who said this and when? CANT Remember

Did anyone tell you that your investment might be used to pay the debts and obligations of other EquiAlt funds?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC could pay existing investor's interest payments from investments made by new investors?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's cash flow from operations and revenues was "strong," "healthy," or "positive"?

☒ Yes () No

If yes, who said this and when? Barry M Rybicki

7. Were you ever provided with any documentation or written materials by representatives at EquiAlt or Picasso Group?

☒ Yes () No

If yes, please describe the materials that were provided to you and by whom?

JUST CONTRACT PAPERS

Please provide a copy of any documents or written materials you were provided.

8. Were you ever directed to an EquiAlt website or social media site?

☒ Yes () No

If yes, please describe who directed you to the website and what materials were provided or available on the website?

AMERICAN FINANCIAL

9. Did you fill out a subscription agreement?

☒ Yes () No

If yes, who directed you to fill out the agreement? AMERICAN FINANCIAL

If yes, please provide a copy of the completed subscription agreement.

Did you fill out an investor questionnaire?

☒ Yes () No

If yes, who directed you to fill out the questionnaire? CHANEL T. ROWE
ANDRE J. ZAMORANO

If yes, please provide a copy of the questionnaire.

Did you have assets with a value of over \$1 million (not including your home) at the time you invested in an EquiAlt fund?

() Yes ☒ No

Did you earn income of over \$200,000 (or, if married, over \$300,000) a year at the time you invested in an EquiAlt fund?

() Yes (✓) No

Were you retired at the time you made your EquiAlt investment?

(✓) Yes () No

What was your occupation? (if currently employed, what is your occupation?)

Retired, Disability

10. What were you told, or what did you read, that motivated you to invest in EquiAlt? Please state the main reasons you decided to invest in EquiAlt, how you learned about these things, and approximately when that happened.


Brother In-law Convinced me To go with Them
at 10%

11. Is there anything else you would like to tell us about your investment, EquiAlt, or EquiAlt's representatives?

So Far I'm Happy With Them!

Pursuant to Title 28, United States Code, Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: December 23, 2019



Signature

THANK YOU FOR YOUR TIME AND ASSISTANCE!

EXHIBIT 3



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
MIAMI REGIONAL OFFICE
SUITE 1800 801 BRICKELL AVENUE
MIAMI, FLORIDA 33131
Phone: (305) 982-6300
Facsimile: (305) 536-4146
Author's Direct Dial: 305-982-6324
Author's email: zamoranoa@sec.gov

INVESTOR QUESTIONNAIRE

SUBJECT: EquiAlt, LLC (FL-04167)

THIS IS A BRIEF SEVEN-PAGE QUESTIONNAIRE. IF YOU NEED ADDITIONAL SPACE FOR ANY QUESTION, PLEASE ATTACH ADDITIONAL PAGES. PLEASE BE SURE TO RETURN ALL PAGES.

Your Name: [REDACTED] DOB: [REDACTED]-1951

Home or Business Address: [REDACTED] Mesa, AZ 85209

Home or Business Telephone Number (including area code): [REDACTED]

Cell Phone Number (including area code): same

Email Address: [REDACTED]@yahoo.com

1. Our records indicate that you invested in an investment fund affiliated with EquiAlt LLC. Is this correct?

☒ Yes, on behalf of myself individually () No
() Yes, on behalf of an entity () No

If on behalf of an entity, please identify the entity:

Individual IRA acct for me
Joint investment account for my spouse, Louis DiBernardini & myself — we are currently in process of divorce. The joint account has now been split in 1/2. I have requested reimbursement of both my accounts

If yes to question #1 above, for each EquiAlt investment, please complete the following chart:

Date or Approximate Date of Investment:	EquiAlt Fund In Which You Invested: (1) EquiAlt Fund, LLC (2) EquiAlt Fund II LLC (3) EA SIP, LLC (4) EquiAlt Qualified Opportunity Zone Fund, LP or (5) EquiAlt Secured Income Portfolio REIT, Inc.	Dollar Amount Invested:	Lock-Up Period (36 Months or 48 Months)	Have Interest Payments Been made to You?	Has Your Principal Payment Been Returned?	Do you still hold this investment?
6/26/18 Joint Acct.	EquiAlt Fund LLC Easip	\$359,153.01	48 mos	No	No	Yes - currently requesting redemption
6/10/18 IRA	EquiAlt Fund LLC	\$192,243.64	48 mo.	No	No	Yes - currently requesting redemption

2. How did you learn about EquiAlt? (check all that apply)

Personal or family referral (explain below) _____

Business referral (explain below) ☒ _____

Other (explain below) _____

Do not remember _____

Family Tree Planning

3. Before that first contact, did you know any of the following (Yes/No):

The person who contacted you about the investment _____

Andre Sears No

Brian Davison No

Barry Rybicki No

4. *If you answer yes* to any of the individuals above, please explain below how you knew that individual.

—

5. How were you first contacted to invest in EquiAlt? (check all that apply):

Telephone / Cold-call _____

Telephone / Non-cold-call (explain below) _____

Email _____ Mail _____ In person ☒ Other (explain below) _____

Do not remember _____

Family Tree Planning

Who first contacted you? Sean Cagle, Estate Planning Consultant

How did the person contacting you introduce himself/herself?

As a representative of EquiAlt _____

As representative of Picasso Group _____

As a representative of Live Wealthy Institute _____

As a representative of Lifeline Innovations _____

Other (explain below):

Family Tree Planning

When or approximately when did that happen? 05/2018?

What, if anything, did the person who contacted you tell you about his/her compensation in connection with your EquiAlt investment?

~~Yes~~ No, he did not!

6. Did you ever communicate with anybody associated with EquiAlt or Picasso Group prior to investing with EquiAlt?

() Yes (X) No

If yes, who did you speak with? _____

If yes, how many times? ____ If yes, when? _____

If yes, please describe what was discussed.

Did you ever have an in-person meeting with anybody associated with EquiAlt?

() Yes (X) No. If yes, who did you meet with?

Other than Sean Cagle who I now would consider to be an agent acting on behalf of EquiAlt.

If yes, when and where? _____

If yes, please describe what was discussed.

Did anyone tell you that EquiAlt investments were safe, low-risk, or conservative?

(X) Yes () No

If yes, who said this and when?

Family Tree Planning
We continually stressed "low risk" investments in discussion with ~~the~~ Jason Wooten + Sean Cagle of Family Tree.

Did anyone tell you that EquiAlt cannot go bankrupt?

() Yes (X) No

If yes, who said this and when?

I don't recall a specific statement made to this effect but we continually expressed concerns for "safe" investments.

Did anyone tell you that EquiAlt has large cash reserves?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt is registered with the SEC?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC would be paying approximately 5% to 10% of your investment funds as commissions to intermediaries or sales people?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's sales agents were registered as broker-dealers or investment advisers?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that your investment might be used to pay the debts and obligations of other EquiAlt funds?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC could pay existing investor's interest payments from investments made by new investors?

() Yes ☒ No

If yes, who said this and when? _____

Did anyone tell you that EquiAlt LLC's cash flow from operations and revenues was "strong," "healthy," or "positive"?

() Yes ☒ No

If yes, who said this and when?

Jan continually mentioned the low risk for this rate of interest.

7. Were you ever provided with any documentation or written materials by representatives at EquiAlt or Picasso Group?

☒ Yes () No

If yes, please describe the materials that were provided to you and by whom?

EquiAlt brochure

Please provide a copy of any documents or written materials you were provided.

8. Were you ever directed to an EquiAlt website or social media site?

☒ Yes () No

If yes, please describe who directed you to the website and what materials were provided or available on the website?

Sean Cagle referred to website "offer" investment to monitor funds.

9. Did you fill out a subscription agreement?

☒ Yes () No "Signed" a Prospective Purchaser Questionnaire which had been completed by Sean Cagle with Family Tree Planning. We did NOT have an income of \$100,000 in 2016 or have an expectation of \$100,000 income EVER!

If yes, who directed you to fill out the agreement?

Family Tree Planning

If yes, please provide a copy of the completed subscription agreement.

Did you fill out an investor questionnaire?

() Yes ☒ No

If yes, who directed you to fill out the questionnaire?

office phone: 602-795-8000
mobile #: 480-326-8041

If yes, please provide a copy of the questionnaire.

Did you have assets with a value of over \$1 million (not including your home) at the time you invested in an EquiAlt fund?

() Yes ☒ No!

Did you earn income of over \$200,000 (or, if married, over \$300,000) a year at the time you invested in an EquiAlt fund?

() Yes (X) No ! We were retired with social security + our individual pensions only!!

Were you retired at the time you made your EquiAlt investment?

(X) Yes () No

What was your occupation? (if currently employed, what is your occupation?)

N/A

10. What were you told, or what did you read, that motivated you to invest in EquiAlt?

Please state the main reasons you decided to invest in EquiAlt, how you learned about these things, and approximately when that happened.

Rate of interest - as advised by Family Tree Planning with a fairly short contract term.

11. Is there anything else you would like to tell us about your investment, EquiAlt, or EquiAlt's representatives?

Family Tree Planning who acted as agents of EquiAlt completely deceived us by investing our money in a long term contract with low interest & then convinced to xfer to EquiAlt. But failed to advise of the early withdrawal

Pursuant to Title 28, United States Code, Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Date: January 28th, 2019 2020

Signature

penalty of 14%!! We lost over \$20,000 in that maneuver!!

THANK YOU FOR YOUR TIME AND ASSISTANCE!



January 8th, 2020

Re: Wind down of EquiAlt Fund LLC

Dear Investors:

We hope that you had a wonderful holiday season and wish you a healthy and prosperous 2020 and beyond. As we begin this new decade, we wanted to start off by announcing some important changes that we are making to the EquiAlt Fund LLC.

It is our pleasure to announce the decision, by written Consent of the Managers dated 12/15/19, to effect closure of EquiAlt Fund LLC and begin the shift of activities to facilitating the sale of the fund's assets to repay all investor principle starting in Q1 2020.

The EquiAlt Fund LLC was created in 2011 and it is our largest and oldest entity under management. This fund was conceived in the aftermath of the great recession to allow investors access to the US foreclosure and distressed real estate market with a diversified asset mix of single-family rental, condo, multi-family, small resort, light commercial, development, and land. With the benefit of a stable investment value (NAV) in a fixed debenture (Note) and fixed rate of return that could be predictable for the investor. We are pleased that the Fund has been successful and has achieved its goals. Further, the EquiAlt Fund LLC was and has also been free of any mortgage debt, in an effort to protect investor principle and limit risk.

Management estimates that the Fund is solvent as a stand-alone entity. Through independent appraisals and internal asset value estimations, Management estimates that the value of the assets exceeds the liabilities against the fund. Management will continue to work diligently to balance the wind-down of the Fund with an aim to protecting the investor principle and the assets in the Fund throughout the process.

Management has prepared for this phase by two main lines of activity;

1. Timing the existing active construction projects in the Fund for completion in Q1 2020 so that no new investor capital is required;
2. Building a pipeline of short-term flips to assist with cash flow and liquidity in the wind-down process.

Management anticipates the wind-down process to look like this:

2112 W. KENNEDY BLVD. TAMPA FL 33606 O: 813-252-5112 F: 813-315-6576
WWW.EQUIALT.COM

1. For assets in the Fund: as lease agreements reach the end of their terms throughout the year, individual rental assets will be rehabbed as needed and be listed for for sale. Once sold the proceeds will not be reinvested but primarily earmarked for investor principle payback.
2. Currently the Fund has no mortgage debt. On a case by case basis, borrowing against a property may occur going forward in order to give management more access to equity in its held assets to payback investors as opposed to actual asset sale in some circumstances.
3. Management anticipates that the wind-down process may take approximately 18 months to complete without disrupting current lease agreements and asset values in the Fund.

In regards to payback, the following factors will be used but are not limited to the following:

Debentures that are out of term

Debentures that are about to be out of term

Debentures that management determine to be paid based on amount and expiration

Please use the following email for all questions. Please also keep in mind we have set this email up so that your questions are directed to the appropriate individuals and therefore you are getting the correct answers in a timely and efficient manner.

customerservice@equialt.com

Very truly yours,

Brian Davison, CEO

EXHIBIT 4

DECLARATION OF JAMES M. CONLEY

Pursuant to 28 U.S.C. Section 1746, the undersigned states as follows:

1. My name is James M. Conley. I am over twenty-one years of age and have personal knowledge of the matters set forth herein. I retired in 2014 after being employed for over a decade by the Department of Agriculture. I currently live in Eads, Tennessee.

2. I have very limited experience with the securities industry.

3. At some point in May or June 2017, Jennifer Jennings of Knowles Systems Inc. contacted me to inform me of an investment opportunity. I already knew Jennings because she recruited me to invest in Woodbridge, which I now know has been charged with fraud by SEC.

4. Jennings explained that EquiAlt LLC (“EquiAlt”) managed funds that offered fixed-rate debentures with a 9-10% yearly return, paid monthly, with a minimum investment of \$100,000 and a lock-up period of three years.

5. Jennings said EquiAlt would use investor funds to purchase residential properties, renovate them, and either rent them or flip them. Jennings said that EquiAlt only buys real estate in cash.

6. Jennings stated that EquiAlt’s investments were safe and low-risk. She then referred me to Maria Antonio Sears of Picasso Group, which I understood to be part of EquiAlt. Maria Antonio Sears gave me more background information about EquiAlt, including information about its large real estate portfolio. She mentioned that EquiAlt had been very successful in purchasing, renting, and selling real estate.

7. I also spoke with Andre Sears of Picasso Group. He repeated the terms of EquiAlt's investment and reiterated the safety of the investment. I cannot remember what else we discussed because it was a short call.

8. Based on what Jennings, Maria Antonio Sears, and Andre Sears told me, especially that I would receive steady monthly returns, I told them that I was interested in investing in EquiAlt and requested written materials to review.

9. Attached hereto as Exhibit "A" is a copy of the documents I received from Maria Antonio Sears in June 2017. Exhibit A includes a Private Placement Memorandum ("PPM") for EquiAlt Fund II, LLC, the summary of terms, a suitability questionnaire, and a subscription agreement.

10. The PPM identified "Diane Dutton, MBA, CPA" as EquiAlt's Chief Financial Officer and included an impressive biography for her, highlighting her prior experience at KPMG, in SEC reporting, as CFO of a \$100 million real estate mortgage and title company, and as an author.

11. Based on the oral representations made to me, and based on the materials I received, I decided to invest in EquiAlt Fund II. I completed and returned the materials I received, where appropriate, including the suitability questionnaire.

12. As the subscription agreement in Exhibit A reflects, at the time of my first investment with EquiAlt, my wife and I did not have assets of over \$1 million, nor did we earn income of over \$300,000 a year. In calendar year 2016, our annual joint income was approximately \$60,000.

13. On June 20, 2017, pursuant to the terms reflected in the documents included in Exhibit A, I wired \$150,000 to EquiAlt's Wells Fargo account. My

investment was with EquiAlt Fund II and consisted of a debenture for a 36-month term with an option to renew and a 10% annualized interest paid by EquiAlt in monthly installments.

14. Attached hereto as Exhibit “B” is a copy of an email dated September 11, 2017, from Andre Sears about EquiAlt Fund II. In that email, Sears stated that EquiAlt has over \$10 million in cash reserves, among other representations.

15. At some point in September or October 2017, Sears requested that I consider investing more money with EquiAlt.

16. Attached hereto as Exhibit “C” is a copy of a series of emails with Jennifer Jennings, copying Andre Sears, dated September 21, 2017, reflecting my wish to receive my investment back from Woodbridge so I could invest it with EquiAlt.

17. Attached hereto as Exhibit “D” is a copy of the documents I received from Maria Antonio Sears so I could invest a second time in EquiAlt. Exhibit D includes the PPM for EquiAlt Fund II, LLC, the summary of terms (now including a 9% return), a suitability questionnaire, and a subscription agreement.

18. As the subscription agreement in Exhibit D reflects, at the time of my second investment with EquiAlt, my wife and I did not have assets of over \$1 million, nor did we earn income of over \$300,000 a year. In both calendar year 2016 and 2017, our annual joint income was approximately \$60,000.

19. On October 26, 2017, pursuant to the terms reflected in the documents included in Exhibit D, I wired \$25,000 to EquiAlt’s Wells Fargo account. This second investment was also with EquiAlt Fund II and consisted of a debenture for a 36-month

term with an option to renew and a 9% annualized interest paid by EquiAlt in monthly installments.

20. Attached hereto as Exhibit “E” is a copy of an email from Picasso Group, signed Andre Sears, dated December 12, 2017 in which Sears stated that the EquiAlt fund “is doing great,” EquiAlt Fund II carries “NO DEBT,” “we ARE registered with the SEC. We are not required to be registered with the SEC however, since 2009 we have been,” and “we don’t make money unless you make money. EquiAlt isn’t paid on the investment fund until after the fund has matured, closed and all investor principle [sic] is returned to investors.”

21. Neither Jennings, Maria Antonio Sears, Andre Sears, nor anyone at EquiAlt told me that EquiAlt would pay approximately 10% of my investment funds as commissions to Jennings or Picasso Group. It would have been important to me to know about this when I was making my decision to invest.

22. I did not know that Jennings, Maria Antonio Sears, and Andre Sears were not registered broker-dealers with the SEC. It would have been important to me to know this when I was making my decision to invest.

23. I did not know that EquiAlt was not registered with the SEC. It would have been important to me to know about this when I was making my decision to invest.

24. Neither Jennings, Maria Sears, Andre Sears, nor anyone at EquiAlt told me that EquiAlt would use part of my investment in EquiAlt Fund II to pay the debts and obligations of other EquiAlt funds. It would have been important to me to know this when I was making my decision to invest.

25. Neither Jennings, Maria Sears, Andre Sears, nor anyone at EquiAlt told me that EquiAlt Fund II had a negative cash flow from operations at the time I first invested. It would have been important to me to know this when I was making my decision to invest.

26. Neither Jennings, Maria Sears, Andre Sears, nor anyone at EquiAlt told me that EquiAlt Fund II had a negative cash flow from operations at the time I made my second investment in that fund. It would have been important to me to know this when I was making my decision to invest a second time.

27. Neither Jennings, Maria Sears, Andre Sears, nor anyone at EquiAlt told me that Ms. Dutton had in fact never served as EquiAlt CFO or been employed by EquiAlt in any capacity. It would have been important to me to know this when I was making my decision to invest.

28. If anyone associated with EquiAlt had told me that EquiAlt would pay my monthly returns from other investor funds, I would not have invested with EquiAlt. This information would have been important to me when I made my decision to invest with EquiAlt and when I made my decisions to invest a second time with EquiAlt.

29. If anyone associated with EquiAlt had told me that EquiAlt would use my investment principal to pay returns to other investors, I would not have invested with EquiAlt. This information would have been important to me when I made my decision to invest and reinvest with EquiAlt.

I declare under penalty of perjury that the foregoing is true, correct, and made in good faith.

Executed on this 31 day of December 2019.


JAMES M. CONLEY

EXHIBIT A



Dear Mr. Conley,

I would like to thank you for your investment in **EquiAlt Fund II**. We are proud to service your investment needs and we consider it a privilege to help you preserve and grow your wealth.


We understand the responsibilities at hand when it comes to investments. Your financial gain is not just our job, it's our uninterrupted priority. Our motto is: "We do not expect your business... we appreciate the opportunity to earn it."

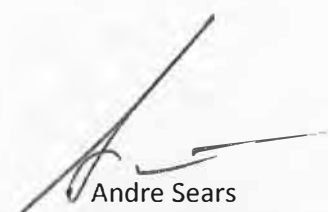
We are in receipt of your investment in the amount of **\$150,000.00** on **June 20, 2017**. Summarizing your investment:

- **36 month term, with an option to renew** (promotional rate may not apply)
- **Your investment is earning a promotional rate of 10% annualized interest**
- **Monthly payments to begin in August 2017**

Thank you. We appreciate your business and trust in EquiAlt LLC. Please do not hesitate to contact me at any time if you have any questions or concerns.

Sincerely,


Andre Sears
Managing Partner- Picasso Group
702-233-1611
andre@picassogroup.com


Andre Sears
Managing Director
EquiAlt – Las Vegas Office

The art of investing



PRIVATE PLACEMENT MEMORANDUM

EQUIALT FUND II, LLC



SUMMARY OF TERMS

This document dated ~~19~~ 19 Jun 2017 will serve as a summary to the PPM Agreement.

Amount of Investment: \$ 150,000 (one hundred fifty thousand dollars)

Annual Rate: 10 %

Payment requested: ☒ Monthly ☐ Annual

Term: 36 months

Receipt of funds date: June 20, 2017

Payment start date (if not growth fund and minimum of 45 days from today): August 2017

Payment will always be postmarked no later than 5th of the Month

Signed and mutually agreed by:

M Antonio-Sears

Maria Antonio-Sears

EquiAlt Fund LLC

James M. Conley

PTG James M. Conley

IRA #115100125

PRIVATE PLACEMENT MEMORANDUM

EQUIALT FUND II, LLC

\$20,000,000

10% DEBENTURES

MINIMUM PURCHASE: \$100,000

EQUIALT FUND II, LLC, a Nevada limited liability company (the "Company"), organized under the Nevada Limited Liability Company Act, hereby offers (the "Offering"), by and through its Manager, up to Twenty Million Dollars (\$20,000,000) in 10% Debentures (the "Securities") of the Company. EQUIALT, LLC, a Nevada limited liability company, is the Manager (the "Manager") of the Company. The securities referred to herein are being offered on a best efforts basis to residents of Arizona, California, Florida and Nevada, and may be offered in other states.

ORIGINAL OFFER DATE OF THIS PRIVATE PLACEMENT MEMORANDUM: May 10, 2013, AS REVISED MARCH 29, 2017

INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THE OFFERING (SEE "RISK FACTORS," "CONFLICTS OF INTEREST" AND "COMPENSATION AND FEES TO THE MANAGER AND AFFILIATES.").

THE SECURITIES HAVE NOT BEEN REGISTERED WITH NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("COMMISSION") NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFERING HAS NOT BEEN APPROVED OR DISAPPROVED UNDER APPLICABLE STATE SECURITIES LAWS, BY THE SECURITIES DIVISION OF CORPORATIONS, SECURITIES REGULATION DIVISION ("DIVISION"), NOR HAS THE DIVISION REVIEWED OR PASSED UPON THE ACCURACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE, EACH OFFEREE OF THE SECURITIES AND HIS ADVISOR(S) ARE INVITED TO ASK QUESTIONS OF AND OBTAIN ADDITIONAL INFORMATION FROM THE MANAGER CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY, THE DEBT TO BE OWED BY THE COMPANY AND ANY OTHER RELEVANT MATTERS (INCLUDING, BUT NOT LIMITED TO, ADDITIONAL INFORMATION TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN), TO THE EXTENT THE MANAGER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

OFFEREEES OR ADVISORS HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE MANAGER.

THIS MEMORANDUM DOES NOT CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN. THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS, THAT ARE BELIEVED TO BE ACCURATE, BUT REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS, COPIES OF WHICH ARE ATTACHED HERETO OR ARE AVAILABLE AT THE OFFICE OF THE MANAGER, FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO. ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE, AND NOTHING IN THIS MEMORANDUM SHALL EXTEND THE LIABILITY UNDER ANY SUCH DOCUMENTS OF ANY OF THE PARTIES HERETO. ALL DOCUMENTS RELATING TO THE OFFERING WILL BE MADE AVAILABLE TO THE OFFEREE NAMED BELOW AND/OR HIS ADVISOR(S) UPON REQUEST.

THE OFFERING CAN BE WITHDRAWN AT ANY TIME BEFORE CONSUMMATION AND IS SPECIFICALLY MADE SUBJECT TO THE CONDITIONS DESCRIBED IN THIS MEMORANDUM. IN CONNECTION WITH THE OFFERING AND SALE OF THE SECURITIES, THE MANAGER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE SECURITIES SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

SINCE THERE ARE SUBSTANTIAL RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES, EACH OFFEREE MUST ASSUME THAT HE WILL BEAR THE ECONOMIC RISK OF HIS INVESTMENT FOR AN INDEFINITE PERIOD. THE SECURITIES MAY NOT BE TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF THE REMAINING MEMBERS. IN ADDITION, SECURITIES ARE NOT REGISTERED FOR SALE TO THE PUBLIC UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND THE SECURITIES MAY BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR ONLY IF, AMONG OTHER THINGS, THE SECURITIES ARE REGISTERED OR, IN THE OPINION OF COUNSEL TO THE COMPANY, REGISTRATION IS NOT REQUIRED UNDER SUCH LAWS.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE USE OF PERSONS WHO MAY WANT TO PURCHASE SECURITIES AND DELIVERY THEREOF CONSTITUTES AN OFFER ONLY IF THE NAME OF AN OFFEREE APPEARS IN THE APPROPRIATE SPACE PROVIDED BELOW AND IF THE PERSON SO NAMED MEETS THE SUITABILITY STANDARDS SET FORTH UNDER "QUALIFICATION OF INVESTORS." ANY DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE OFFEREE NAMED BELOW (OR TO THOSE INDIVIDUALS WHOM HE RETAINS TO ADVISE HIM WITH RESPECT THERETO) IS UNAUTHORIZED AND ANY REPRODUCTION OF THIS

MEMORANDUM IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, IS PROHIBITED.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED TO BE MADE IN THIS MEMORANDUM OR SHOULD BE INFERRED THEREFROM WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX TREATMENT WHICH MAY ACCRUE TO THE INVESTOR. NO ASSURANCE CAN BE GIVEN THAT EXISTING TAX LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY, EITHER OF WHICH MAY DENY THE INVESTORS ALL OR A PORTION OF THE TAX TREATMENT CONSIDERED HEREIN. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR INVESTMENT ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN ATTORNEY, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING A PURCHASE BY HIM OF A DEBENTURE.

NO OFFERING LITERATURE OR ADVERTISING IN WHATEVER FORM WILL OR MAY BE EMPLOYED IN THE OFFERING EXCEPT FOR THIS MEMORANDUM AND STATEMENTS CONTAINED OR DOCUMENTS SUMMARIZED HEREIN. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THE SECURITIES, EXCEPT FOR INFORMATION CONTAINED OR REFERRED TO HEREIN.

Name of Offeree:		Memorandum Number:	
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These securities are offered subject to (a) prior sale, (b) approval of counsel, (c) the right to terminate the offer without prior notice or to reject any subscription, and (d) certain other conditions.

QUALIFICATION OF INVESTORS

Each Debenture requires a minimum investment of \$100,000, provided, however, the Company reserves the right to accept subscriptions for a lesser amount. Additional investment may be made in increments of \$5,000.

Investment in the Securities offered hereby involves risk and is suitable only for persons of financial means who have provided for liquidity in their other investments. No Securities will be sold to Investors who will not warrant and represent to the Company and the Manager (and unless the Manager shall have reasonable grounds to believe) that such offeree has such knowledge and expertise in financial and business matters, is capable of evaluating the merits and risks of the prospective investment and is able to bear the economic risks of the investment, or alternatively, that such Investor's legal or financial representative has such knowledge and expertise about financial and business matters and is capable of evaluating the merits and risks of the investment together with the Investor having the ability to bear the economic risks of the investment. In either case, the Investor must also warrant and represent to the Company and the Manager that he is acquiring the Securities for his own account.

Each Investor must satisfy the Manager that the Investor can bear a total loss of his investment. Each Investor will be required to represent that he is acquiring the Securities being purchased by him for investment and for his own account, and not with a view to resale or distribution. Resale of the Securities is subject to extensive restrictions (see "SUMMARY OF THE OFFERING"). It is not expected that any public market for the resale of the Securities will develop.

GLOSSARY OF TERMS

"Act" - the Securities Act of 1933, as amended.

"Affiliate" - (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) a person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director, partner or employee of such person and (iv) if such other person is an officer, director, partner or employee, any company for which such person acts in any such capacity.

"Agreement" - the Operating Agreement of the Company, as such may be amended from time to time.

"Debenture" - the 10% Debentures maturing in 36 months offered to Investors herein.

"Manager" - this Company's Manager: EQUIALT, LLC or its successor(s) as determined by the Agreement.

"Memorandum" - this Private Placement Memorandum.

"Company" - this limited liability company: EQUALT FUND II, LLC, a Nevada limited liability company.

"Investor(s)" – prospective purchasers of Debentures in the Company.

"Project" - the proposed business of the Company (i.e., acquiring, improving and/or selling distressed real property).

"Reserves" - all reserves established by the Manager in its sole discretion for the Company's purposes, including, but not limited to, operating expenses and other working capital needs, liabilities, and taxes.

SUMMARY OF THE OFFERING

This summary of certain provisions of the Memorandum is intended only for a quick reference and is not intended to be complete. This Memorandum describes in detail numerous aspects of the transaction which are material to Investors, including those summarized below, and this Memorandum and the accompanying Exhibits must be read in their entirety by reference to the full text of this Memorandum and the underlying documents.

The Offering.

The Memorandum describes an offering (the "Offering") to prospective Investors of 10% Debentures issued by EQUALT FUND II, LLC, a limited liability company formed under the laws of the State of Nevada.

The Company.

EQUALT FUND II, LLC (the "Company"), a Nevada limited liability company, was formed as of April 24, 2013, when its Articles of Organization were filed with the Nevada Secretary of State's Office pursuant to the Nevada Limited Liability Company Act as adopted by the State of Nevada. The office of the Company is located at 10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145.

The Manager.

The Manager of the Company is EQUALT, LLC, a Nevada limited liability company (See "THE MANAGERS").

Purpose of the Offering.

The purpose of this Offering is to secure capital in order to enable the Company to purchase, improve, lease and/or dispose of distressed real property, enter into opportunistic loan transactions and/or engage in other ventures. (See "MANAGEMENT OF THE COMPANY" and "INVESTMENT OBJECTIVES".)

Investment Objectives.

The primary investment objective of the Company shall be to purchase and sell single family properties in certain distressed real estate markets in the U.S. and participate in opportunistic lending in the U.S.

Securities Being Offered.

An aggregate of up to \$20 million in 10% Debentures of the Company are being offered. The Securities shall be offered on a best efforts basis scheduled to close on or before December 31, 2016. The minimum subscription accepted by the Company will be for \$100,000, and additional investment may be made in increments of \$5,000. (See "Allocation of Benefits" below.) Under no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the Act. The Offering will terminate on a date to be determined by the Manager on or prior to December 31, 2016, provided the Manager shall have the right to extend the Offering indefinitely.

Selling Agent.

Securities are being offered directly through the Company. The Company may utilize the services of one or more registered broker/dealers or other financial intermediaries. In such cases, the Company may pay commissions or fees of up to 12% to such persons.

The purchase price is payable by Investors in full by cash.

Risk Factors.

The purchase of Securities involves a high degree of risk to the Investor including certain risks relating to regulatory, operating, tax and investment matters. (See "RISK FACTORS.")

Allocation of Benefits.

- a) Profits, Losses and Net Cash Flow.

The Company does not anticipate substantial profits, losses or Net Cash Flow until assets are sold.

- b) Net Proceeds from Refinancing, Sale or upon Termination of the Company.

In the event that the Company disposes of substantially all of its assets, the Company shall be obligated to satisfy all of its debts, including without limitation the Debentures, prior to any distribution of cash to its members.

Management of the Project.

The Project will be managed by the Company through EQUIALT, LLC, the Company's Manager.

Compensation and Fees to Manager.

The Manager will receive Management Fees as set forth in the Operating Agreement and described more fully below. (See "COMPENSATION AND FEES TO MANAGER AND AFFILIATES.")

No Tax Ruling.

The Company will not seek a ruling from the Internal Revenue Service (the "IRS") as to any aspects of the Offering and will rely on the opinion of the Manager and its legal counsel with respect to its classification as a limited liability company for Federal income tax purposes. (See "RISK FACTORS - TAX RISKS.")

Management and Control of the Company.

The Manager will be responsible for the management and control of the Company. EQUIALT, LLC will serve as the initial Manager.

Distributions to Investors.

The Manager does not anticipate cash distributions from operations of the Company. (See "SOURCES AND USES OF FUNDS.") Each Investor will receive payments pursuant to the terms of the Debentures.

Status of Investor.

Each Investor will be a creditor of the Company pursuant to the terms of the Debenture (See "EXHIBIT A.")

Further Investigation.

Statements contained in this Summary or elsewhere in the Private Placement Memorandum as to the contents of the other offering documents are not necessarily complete and each such statement is deemed to be qualified and amplified in all respects by the provisions of such agreements and documents, copies of which are either attached hereto or are available upon reasonable notice for examination by offerees, or their duly authorized representatives, at the office of the Manager, located at 10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145. Each offeree and his business and/or tax advisors are urged to examine all agreements and documents.

THE OFFERING

While this Offering is made to various parties, it is not a registered offering under Federal securities laws. This Offering is being made pursuant to the private offering exemption of Section 4(2) of the Act and/or Regulation D promulgated under the Act. This Offering is also being made in strict compliance with the applicable state securities laws. Each Investor must represent that he is acquiring his Debenture ("Securities") for investment purposes only and not with a view to resale or distribution. All Securities are offered subject to prior sale, when, as and if issued, and subject to the right of the

Manager to reject any subscription in whole or in part. The Company will only sell Securities to persons meeting its suitability standards, which the Company's Manager may determine in its sole and absolute discretion.

METHOD OF DISTRIBUTION

This Private Placement Memorandum summarizes a proposed transaction in which Investors will be entitled to hold a Debenture issued by EQUALT FUND II, LLC, a Nevada limited liability company.

The purpose of this Offering is to raise monies to enable the Company to purchase distressed real property and either derive rental income therefrom or dispose of the property for a profit.

Distribution of Securities.

These securities are being offered through the Company. There is no firm commitment for the purchase of any Securities. Sales of the Securities may be made to residents of Arizona, California, Florida and Nevada, and possibly in other jurisdictions, all in compliance with the laws of each jurisdiction.

RISK AND OTHER IMPORTANT FACTORS

Investment herein involves substantial risks. Investors should consider the risks mentioned elsewhere in this Private Placement Memorandum as well as the following matters:

Tax Risks.

A summary of Federal income tax provisions is included in this Memorandum. No representation or warranty of any kind is made by the Manager, the Company, counsel to the Manager or the Company with respect to any tax consequences relating to the Company, or the allocation of taxable income or loss set forth in this Memorandum and each Investor should seek his own tax advice concerning the purchase of a Debenture.

1. **Suitability of the Investment to the Investor.** It is expected that the Debenture will yield taxable income to its Investors.

2. **Federal Income Tax Risks.**

a. **Necessity of Obtaining Professional Advice.** THERE IS NO GENERAL EXPLANATION OF THE FEDERAL INCOME TAX ASPECTS OF INVESTMENT IN THE COMPANY CONTAINED IN THIS MEMORANDUM, AND ACCORDINGLY, EACH INVESTOR IS URGED TO CONSULT SUCH INVESTOR'S OWN TAX INVESTMENT AND LEGAL ADVISORS WITH RESPECT TO SUCH MATTERS AND WITH RESPECT TO THE ADVISABILITY OF INVESTING IN THE COMPANY. The income tax consequences of an investment in the Company are complex, subject to varying interpretations, and may vary significantly between Investors depending upon such personal factors such as sources of income, investment

portfolios and other tax considerations. A Prospective Investor should consider with his professional advisors the tax effects of his becoming a Debenture holder. Each Investor should, at his own expense, retain, consult with and rely on his own advisors with respect to the tax effects of his investment in the Company. In addition to considering the federal income tax consequences, each Investor should also consider with his own advisors the state and local tax consequences of an investment in the Company.

No representations are made as to any federal, state or local tax consequences resulting from an investment in the Company, and no assurances are given that any deduction or other federal income tax benefits will be available to Members in the Company in the current or future years.

b. Company Tax Status. Although the Manager believes that the Company will be treated as a partnership for federal income tax purposes, such treatment cannot be assured. The Manager reserves the right to convert the Company to a corporation if it is in the best interests of the Company to do so.

c. Tax Law Changes. The existence and amount of particular credits and deductions, if any, claimed by the Company may depend upon various determinations and allocations, characterizations of payments, and other matters which are subject to potential controversy on factual as well as legal grounds. Changes in the Code and official interpretations thereof after the date of this Memorandum may eliminate or reduce any perceived tax benefits from an investment in the Securities. There can be no assurance that regulations having an adverse effect on the creditors will not be issued in the future and enforced by the courts. Any modification or change in the Code or the regulations promulgated thereunder, or any judicial decision, could be applied retroactively to any investment in the Company. In view of this uncertainty, Investors are urged to consider ongoing developments in this area and consult their advisors concerning the effects of such developments on an investment in the Company in light of their own personal tax situations.

d. Absence of Ruling or Opinion. The Company will not seek a ruling from the IRS or an opinion of counsel with respect to any tax matters described in this Memorandum.

Operating Risks.

1. Risk of Interpretation of Real Estate Documents and Agreements. There are certain risks in connection with any real estate acquisition resulting from the drafting and subsequent interpretation of mortgages, deeds, leases, purchase agreements, management contracts, et cetera. Any documents describing the Property or the legal relations thereto could be subject to various interpretations and potential disputes. While legal counsel may review certain legal documents, it is impossible to prevent and be secured against such various differing interpretations.

2. Risks of Real Estate Ownership. Real estate is not readily marketable. It is fixed in location and is subject to adverse social and economic changes and uses. Carrying costs may increase beyond the levels sustainable.

3. Results of Operations - Possible Operating Deficits. This Memorandum and the attached Financial Projections are based upon projected results which may be greater than results obtained from actual operations. Actual results may differ adversely for a number of reasons; including, but not

limited to, the possibility of increases in entitlement costs, losses due to structural-related deficiencies and real estate taxes, which cannot be fully recovered through increased property values and other revenues, softness in the demand for land due to changing socio-economic conditions in the area in which the Property is located and competition among other real estate development projects in the area.

Following the Offering, the Company may be subject to rising operating costs, although the Company does not anticipate significant operating costs. (See "FINANCIAL PROJECTIONS - SOURCES AND USES OF CASH".) However, there is no assurance that these funds will be adequate. Additional capital may be raised by the Company.

4.Risk of Financing and Potential Foreclosure on Mortgage Loan. A mortgage loan may be secured by the Property. The risk of foreclosure can arise from, among other things, the failure by the Company to meet any of the other various conditions existing in the mortgage loan documents.

Payment of principal and interest on the mortgage loan will be due on a monthly basis. It is anticipated that these payments will be met by the Company from its initial capital and revenue sources. No assurance can be given that the funds generated by the initial capital or revenue will be sufficient to meet the monthly payments.

5.Risk of Failure to Obtain Loan. Although the Company does not intend to secure a loan to purchase the Property, such a loan could be secured by the Property. In the event of a default on the loan, the lender could foreclose upon the Property.

6.Dependence Upon Issuer. The Manager has full discretion in the management of the Project and in the management and control of the affairs of the Company, including the authority to sell less than all or substantially all of the Company's assets for whatever consideration it deems appropriate. Except upon the sale of all or substantially all of the Company's assets, the sale of such assets will not result in the dissolution of the Company. The sale of all or substantially all of the Company's interests in the Property will result in the dissolution of the Company.

The success of the operations of the Company will be dependent in large measure on the judgment and ability of the Manager.

7.Dependability of Assumptions. The description of the contemplated results of the operations of the Company described in this Memorandum are based on various assumptions concerning many facts over which the Company has no control, including, without limitation:

- (a) The continuing advantages of certain provisions of the Federal Income Tax laws and of certain local tax laws; and
- (b) The management capabilities of the Manager.

8.Conflicts of Interest. The Manager and its affiliates are not required to devote themselves exclusively to the affairs of the Company. Further, the Manager and its affiliates may own real estate in the same market as the Property. The Manager and its affiliates may have a conflict of interest in the ownership of these other properties and in allocating management, services and functions between this Company and their other present and future interests. The Manager and its affiliates believe that they

have sufficient time and staff to be fully capable of discharging their responsibilities to the Company and to any other present or future activities.

9. Limited Transferability. The Securities have not been registered under the Act, or under the securities laws of any state, but are being offered and sold in reliance upon exemptions from registration thereunder, including the exemptions from federal registration contained in Section 4(2) of the Act and/or Regulation D, Rule 506 promulgated thereunder. As a consequence of the restrictions on subsequent transfer imposed by these exemptions, the Securities may not be subsequently sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by the holder thereof, whether or not for consideration, except in compliance with the Act and applicable state securities laws. There will be no public market for the Securities following termination of this Offering and it is not expected that a public market for the Securities will ever develop.

10. Company's Redemption Option. The Company has the legal right, but not the obligation, to repurchase the Debentures prior to their maturity date.

11. Management Decisions. The Manager is vested with the exclusive authority as to the management and conduct of the business and affairs of the Company. The success of the Company depends, to a large extent, upon the management decisions made by the Manager.

12. Best Efforts Offering. The Company will utilize proceeds of the Offering as and when received. No escrow account has been established for this Offering.

CONSULT YOUR OWN ATTORNEY, ACCOUNTANT AND/OR FINANCIAL CONSULTANT FOR AN EVALUATION OF THE MERIT OF AND THE RISKS INHERENT IN THIS INVESTMENT. EACH PROSPECTIVE INVESTOR IS RESPONSIBLE FOR ANY FEES OR CHARGES INCURRED IN CONNECTION WITH SUCH AN EVALUATION.

SOURCES AND USES OF FUNDS

The Company is offering up to Twenty Million Dollars in Debentures.

The funds received will be used to purchase, own, improve and/or sell real property.

PROJECTED SOURCES AND USES OF CASH

The Company's sources and uses of capital are set forth below:

SOURCES:		
	Debentures:	\$20,000,000
USES:		
	Working Capital (i.e., investments in real property)	19,500,000
	Accounting and Tax Preparation	50,000
	Legal	50,000
	Investor Relations and Communications Expenses	200,000
	Marketing and Sponsorships	100,000
	Miscellaneous Expenses and Reserves	100,000
		\$20,000,000

Pursuant to this Offering, the Company is raising debt financing of up to \$20,000,000. It is not anticipated that the Company will require additional capital beyond that mentioned above. However, if additional capital is needed, the Manager may seek additional capital through means determined by it.

Because any projection of the future is subject to uncertainties, actual results could vary significantly from those estimated. All uses of proceeds are estimated and subject to change.

COMPENSATION AND FEES TO THE MANAGER

The Manager shall be exclusively responsible for the management and control of the operations of the Company. The Manager shall be reimbursed for any direct funds or expenses advanced by it prior to or after formation of the Company to the extent that such expenses are incurred or paid directly on behalf of the Company. The Manager shall be entitled to a management fees as set forth in the governing documents of the Company.

THE PROJECT

The Company plans to purchase distressed real property in opportunistic markets, such as Tampa, Florida. The Company may “flip” these properties or hold them for investment, in the Manager’s sole and absolute discretion. The Company may use some of its capital to engage in lending activities when risk management and income analysis deem appropriate. We anticipate that the principal amount of real estate loans generally will be in the range of approximately \$25,000 to \$1 million. Our loans may be secured by a deed of trust, mortgage, or other form of security. Generally, any such loan transaction will have a term of two months to two years, and may be extended at the manager’s discretion. We anticipate that substantially all of the loans to be invested in or purchased will require the borrower to make a balloon payment on the principal amount upon maturity of the loan either by sale of the property/project and/or its units, by refinance, or other means which we will attempt to establish before funding. From time to time, opportunities may arise in which the Company may be able to participate in opportunistic real estate related activity with other entities or individuals. These opportunities will be evaluated in a like manner by the Manager

MANAGEMENT OF THE PROJECT

The Manager is EQUIALT, LLC. The Manager shall manage the Company. As such, the Manager has the power and authority, on the Company's behalf and in its name, to manage, administer, and operate the Company's day-to-day business affairs, and to do or cause to be done on behalf of the Company anything necessary or appropriate for the same, including but not limited to the powers and authority set forth in the Agreement. The Manager's power and authority is subject to the limitations set forth in the Agreement. The Manager shall serve as Manager until its successor is appointed by the Company's members as provided in the Agreement. The Manager may delegate its duties to others.

COMPANY INVESTMENT OBJECTIVES AND POLICIES

The primary investment objective of the Company is to purchase distressed real property in the U.S. and derive economic benefit through a resale or lease.

COMPETITION

There is significant competition in the distressed real property markets referenced herein, and other competitors may enter the field.

MANAGER

EQUIALT, LLC, a Nevada limited liability company organized in 2011, serves as the Manager.

The principals involved in the project are as follows:

Brian Davison – Chief Executive Officer

Brian Davison's real estate career began in 1994, in North County San Diego. He has the hands-on experience in a variety of functions in the real estate and mortgage industries: encompassing management loan renegotiation and customer retention at a publicly traded REIT, regional Vice President of a private residential mortgage company, the broker-owner of a multi-state branch correspondent residential loan origination company with in-house underwriting and outbound marketing support system, and Vice President of a private lending company. Brian has held real estate and/or mortgage broker licenses in California, Nevada, and Florida, with additional work in the Arizona and Colorado markets. Brian has facilitated over \$1.5 billion in mortgage and real estate transactions, is an active investor in a variety of markets and is host of an investor radio show "The Cash Flow Show" and author of investor risk management book "The Top 10 Pitfalls of Trust Deed Investing". In early 2009, he founded and sold Invest REO LLC dba The Cash Flow Store, an opportunistic distressed real estate investment company. He currently holds a State of Nevada Real Estate License.

Diane Dutton, MBA, CPA – Chief Financial Officer

Diane Dutton was born and raised in Brooklyn, New York, and relocated to Southern Nevada in 1980, after working for KPMG Peat Marwick (NYC office). Ms. Dutton holds an MBA and BBA from Pace University, NYC Campus and is a Nevada CPA. Ms Dutton has held positions as Controller, COO and CFO, as well as VP of Profit Planning and Investor Relations during an IPO, responsible for SEC reporting and secondary offering of a subsidiary of Reno-based International Game Technologies. In her various roles, Ms. Dutton has managed the M&A process, debt offerings and divestiture processes for several companies.

From January 2003 to February 2008, Diane was CFO, COO of Prudential Americana Group REALTORS® & Americana Holdings, LLC, Las Vegas, Nevada, which included \$100 Million Real Estate, Mortgage & Title Operations oversight. In this capacity, her duties included auditing, financial reporting to PREFSA and SEC Compliance. Diane oversaw a \$22.5 Million Senior & Mezzanine level financial offering, which closed October, 2004. Reporting to the Board of Directors, PREFSA and the CEO, she directed the company's tax function and compliance with appropriate local, state and federal jurisdictions.

Ms. Dutton is also the author of *A Woman's Ladder to Success is paved with Broken Glass Ceilings* (published in 2007). Diane is a member of the Executive Board of the NSCPA, and AICPA Ambassador speaking on behalf of the CPA Profession. She is also a member of TMA, CEO-CFO Group, NAFE, NAWBO and Women and Network.

Barry M. Rybicki — President - Arizona Operations

Barry has over 14 years of experience in real estate lending. He has lived in Phoenix, Arizona, for the past 21 years, originally coming to Arizona from Nebraska to attend Arizona State University where he majored in Accounting and minored in Marketing. He served as President to a bank in Arizona, and managed a \$10,000,000 line of credit. This capacity required; real estate evaluation, risk management, customer service, underwriting, appraisal review. He has handled over \$540,000,000.00 in residential deeds of trust in the Phoenix market and continues to have an overall understanding of the residential sectors inside of Maricopa County. Barry also served as Vice President for Cole Management LLC, where he gained significant experience in originating, structuring and negotiating deals, developing and implementing business strategies, assessing market and competitive issues, and raising capital from debt and equity providers. He remains actively involved in the community donating his time to Coach youth sports and is currently the Treasurer of Pinnacle High Schools' Boys Soccer Team.

Andre Sears – President, Business Development and Marketing

Andre is a native of Las Vegas and has spent most of his professional career in the financial/investment field. Andre brings more than ten years of financial expertise to EquiAlt. Prior to joining the team of professionals at CFS, he served as Vice President of Business Development for a local bank and as Private Client Manager for a private real estate investment company. Andre performed his undergraduate studies at Boise State University and is a graduate of the Investment Banking Institute of California. Sears has gained financial experience in business planning and

development, commercial real estate evaluation, customer service, sales, and marketing as well as financial goal implementation. Andre's career success can be directly attributed to his ability to educate his clients, help them clarify and prioritize their financial goals, implement a plan of action and then follow up with timely and effective ongoing client service. Mr. Sears is often a guest speaker for association and community groups on various financial topics.

Andre's strong commitment to give back to his community is demonstrated through his volunteer activities. Mr. Sears currently serves on the Board of Trustees for the Southern Nevada Leukemia and Lymphoma Society (LLS) where he is "Relentless in finding a cure...". In 2008, Mr. Sears served as Corporate Walk Chairman for the Southern Nevada Light the Night Walk for the LLS and has accepted the invitation to do so again in 2009. Andre also volunteers his time with the YMCA and Boys and Girls Clubs.

Zolt Szorenyi – Business Development, Market Analysis

President of Developers Marketing Solutions and a licensed real estate agent in Las Vegas since 1997, Zolt has been actively involved in selling residential and commercial real estate. His experience is ranging in Resale and New Construction Single Family and Attached products, Representing and Negotiating for Buyers and Sellers on private and corporate levels, Industrial and Multi Family Commercial products. From April of 2004 to August of 2006 he was the Chief Operating Officer of one of the largest Real Estate Marketing and Sales Firms in Las Vegas. During that time, Zolt was personally involved with the marketing and sales of over 20 developments in the Las Vegas area which totaled over 7,000 homes. Zolt founded Developers Marketing Solutions in 2006. He has put together a team of experienced professionals that includes specialists in market research and reporting, business development, marketing plans and budgeting, sales training and management, escrow management, project management and sales strategies through networks throughout the US. Since April of 2008, Zolt has launched the Trustee Sale and Foreclosure acquisition department. Annually, Developers Marketing Solutions finds and purchases 300-400 homes for individual investor's purchases.

Jim McMillan, MBA – Business Development, Investment Research

Vice President of Developers Marketing Solutions and a graduate from the University of Nevada Las Vegas with a Masters Degree in Business and a Bachelors Degree from Brigham Young University and as a licensed real estate agent in Las Vegas since 2004, Jim has analyzed and researched multiple properties for real estate business development. He has worked on dozens of communities over the years that go under his microscopic process which includes product analysis; project development and analysis; market trends, research and reporting; database creation and implementation. Currently with the Trustee Sales, Jim is instrumental in analyzing and researching each property as well as title research in finding the best investment opportunities for our investors.

Marc Cardwell – Business Strategy and Development

While attending the University of Southern California Mr. Cardwell worked full time as an Equities Analyst for investment bank Van Kasper and Company (since acquired by Wells Fargo) and merchant banker W.E. Meyers. Upon completing his B.S. in Finance he went to work for The Dewey

Consulting Group where he rose to Vice President and co-managed both The Conti Mortgage Securitization Conduit, as well as the Southern Pacific Funding Securitization Conduit. While there he also specialized in Mergers and Acquisitions of Sub Prime mortgage companies, and completed six deals on behalf of its clients. He then founded American Lending Group which was profitably sold in 2002, but remained as a part-time consultant until 2004. He also has consulted to various public and private mortgage banks, brokerages and hard money lenders in the areas of: risk analysis, secondary marketing, mergers and acquisitions, and converting mortgage brokers into bankers. In particular he consulted exclusively to a public REIT that specialized in hard money lending for a period of two years, where he helped them create new guidelines and refined risk based pricing as well as establishing a new subprime banking division. In addition to his involvement in the mortgage industry he owns a check cashing store, a smog test shop, and has developed residential properties.

CONFLICTS OF INTEREST

The Company is subject to various existing and/or potential conflicts of interest arising out of its relationship with the Manager and/or its affiliates. These conflicts may involve:

(a) Allocation of Manager's Activities. The Manager and/or its affiliates serve and may serve in such capacity in other limited partnerships, limited liability companies, corporations or entities which will compete with the activities of the Company. The Manager and/or its affiliates may have conflicts of interest in allocating management, time, services and functions between other limited partnerships or ventures and this Company as well as any future limited partnerships or limited liability companies. The Manager believes that, together with its affiliates and any employees or agents which may be retained in the future, it has sufficient staff to be fully capable of discharging its responsibilities to this Company and any other present or future limited partnerships, limited liability companies, corporations or entities. (See "THE MANAGER.")

The Agreement provides that no contract, action or transaction is void or voidable with respect to the Company because it is between or affects the Company and one or more of its Members, managers, or officers or because it is between or affects the Company and any other person in which one or more of its Members, managers or officers are Members, managers, directors, trustees, or officers or have financial or personal interest, or because one or more interested Members, managers or officers participate in or vote at the meeting that authorizes the contracts, action, or transaction, provided certain circumstances apply.

(b) Compensation to Manager. This Offering involves compensation and benefits to the Manager and other affiliates.

The Manager believes that the fees that the Company intends to pay are reasonable, in light of the tasks and risks undertaken, and will result in substantial benefits to the Company, its member(s) and its Debenture holders.

(c) Lack of Independent Counsel. The prospective Investors and the Company have not had separate legal counsel in connection with the formation of the Company, the acquisition of the Property and the offering of the Securities; Investors should seek their own independent counsel.

(d) Liability of Members and Managers. Applicable state law and the Agreement provide that the debts, obligations and liabilities of the Company, however or wherever arisen or derived, shall be solely those of the Company, and no Member of the Company shall be personally liable for the same to third parties solely by reason of his or her status as a Member, and that the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs shall not be grounds for imposing personal liability on Members for liabilities or obligations of the Company.

STANDARD OF CARE; INDEMNIFICATION

1. Standard of Care of Manager. Nevada law provides that a manager of a limited liability company shall perform his duties as a manager in good faith, in a manner he reasonably believes to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances. This is in addition to the several duties and obligations of and limitations on the Manager as set forth in the Agreement. To impose liability on a manager, however, it must be shown by clear and convincing evidence that the standard of care was not met by the Manager.

It should be noted that the cost of litigation against the Manager for enforcement of the standard of care may be prohibitively high and that any judgment obtained may not be collectible since the Manager is not bonded and any judgment exceeding its net worth may not be collectible. An investment decision should be based on the judgment of an Investor as to the investment factors described in this Memorandum rather than reliance upon the value of the right to bring legal actions against or to control the activities of the Manager.

Notwithstanding the standards of care obligations, the Manager has broad discretionary power under the terms of the Operating Agreement and under applicable state law to manage the affairs of the Company with the assistance, if desirable, of consultants or others retained for the account of the Company or the Manager. Generally, actions taken by the Manager are not subject to vote or review by the Members, except to the limited extent provided in the Agreement.

2. Indemnification. The Agreement provides that the Company may, to the fullest extent not prohibited by the Agreement or any provisions of applicable law indemnify the Manager and/or Project Manager against any and all costs and expenses (including amounts paid in settlement, and other disbursements) actually and reasonably incurred by or imposed upon such person in connection with any action, suit, investigation or proceeding (or any claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, including any settlements thereof or any appeal therein, with respect to which the Manager is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been the Manager of the Company or, at the direction or request of the Company, a manager, director, trustee, officer, employee, or agent of or fiduciary for any other limited liability company, corporation, partnership, trust, venture, or other entity or enterprise.

Because there are provisions in the Agreement for indemnification of the Manager, purchasers of Securities may have a more limited right of action than they would have absent such provision in the Agreement. Insofar as indemnification for liabilities arising out of the Act may not be provided to directors, officers and controlling persons pursuant to the foregoing, or otherwise, the Manager has

been advised that in the opinion of the U.S. Securities and Exchange Commission, such indemnification is contrary to public policy and is, therefore, unenforceable.

RESTRICTIONS ON TRANSFER

The Securities have not been registered under the Act. The Securities are being offered and will be sold in the absence of any registration under the Act, by reason of an exemption under Section 4(2) and/or Regulation D promulgated under the Act. The availability of such exemption is dependent, in part, upon the "investment intent" of each Investor and will not be available if any Investor purchases a Debenture with a view toward its distribution. Accordingly, each Investor will be required to acknowledge that his purchase is being made for investment, for his own record and beneficial account, and without any view to the distribution thereof. A Debenture may not be resold by a Member unless and until it is subsequently registered under the Act and applicable state securities laws or unless appropriate exemptions from registration are available.

Investors have not been, and will not be, granted the right to require the registration of the Securities under the Act and applicable state securities laws. Moreover, the Company has no intention to register the Securities under federal securities laws (or to take any action to make exemptions from registration on resale or transfer available to the Investors) and, in view of the nature of the transaction, it is highly unlikely that there will be any such registration (or such action taken) at any time in the future. Accordingly, an Investor must bear the economic risk of an investment in a Debenture for an indefinite period of time.

EXHIBIT A

FORM OF DEBENTURE

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, AND IS ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR RE-SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

10% DEBENTURE

\$150,000.00

June 20, 2017

FOR VALUE RECEIVED, the undersigned, EquiAlt Fund II, LLC, a Nevada limited liability company having an address of 10161 Park Run Drive, Suite 150, Las Vegas, NV 89145 ("Maker"), promises to pay to the order of Provident Trust Group LLC FBO James M. Conley IRA #151100125 having an address of 8880 W. Sunset Road, Suite 250, Las Vegas, NV 89148 ("Holder"), the principal sum of One Hundred Fifty Thousand and NO/100 Dollars (\$150,000.00) (the "Principal Amount"), together with interest on the unpaid Principal Amount thereof computed from the date hereof (the "Commencement Date"), at the rates provided herein, on the Maturity Date defined in Section 1 hereof.

1. Maturity. The Principal Amount and any unpaid interest due under this debenture (the "Debenture") shall be due and payable on June 20, 2020 (the "Maturity Date").

2. Interest Rate and Payments. Interest hereunder shall accrue as follows:

(a) From the Commencement Date, interest shall accrue on the unpaid Principal Amount at the rate of Ten and No/100 percent (10.00%) per annum.

(b) The Maker shall pay to Holder monthly interest payments, commencing August 1, 2017 (the "Commencement Date"). Each payment hereunder shall be credited first to Holder's unpaid interest, and the balance, if any, to the reduction of the Principal Amount.

3. Prepayment. This Debenture may be prepaid in whole or in part at any time, without penalty or premium, it being understood and agreed that, except as expressly provided herein, Maker shall not be entitled, by virtue of any prepayment or otherwise, to a refund of interest, any other fees, points, charges and the like paid by Maker to Holder in connection with his Debenture.

4. Waiver. Maker hereby waives all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, demand for payment, protest, notice of protest and notice of dishonor, to the extent permitted by law. Maker further waives trial by jury. No extension of time for payment of this Debenture or any installment hereof, no alteration, amendment or waiver of any provision of this Debenture and no release or substitution of any collateral securing Maker's obligations hereunder shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker under this Debenture.

5. Default and Remedies. At the election of the holder of this Debenture, all payments due hereunder may be accelerated, and this Debenture shall become immediately due and payable without notice or demand, upon the occurrence of any of the following events (each an "Event of Default"): (1) Maker fails to pay on or before the date due, any amount payable hereunder; (2) Maker fails to perform or observe any other term or provision of this Debenture with respect to payment; or (3) Maker fails to perform or observe any other term or provision of this Debenture, which default is not cured within sixty (60) days of receipt of written notice. In addition to the rights and remedies provided herein, the holder of this Debenture may exercise any other right or remedy in any other document, instrument or agreement evidencing, securing or otherwise relating to the indebtedness evidenced hereby in accordance with the terms thereof, or under applicable law, all of which rights and remedies shall be cumulative.

Any forbearance by the holder of this Debenture in exercising any right or remedy hereunder or under any other agreement or instrument in connection with the Debenture or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by the holder of this Debenture. The acceptance by the holder of this Debenture of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of the holder of this Debenture to require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

6. Assignment of Debenture. If this Debenture is transferred in any manner by Holder, the right, option or other provisions herein shall apply with equal effect in favor of any subsequent holder hereof, provided, however, that any assignment by Holder must comply with applicable Federal and state securities laws, and Maker shall be entitled to demand an opinion of counsel opining that any transfer will comply with said laws.

7. Waiver of Offset. By its acceptance of Holder's funds and execution of this Debenture, Maker acknowledges, agrees and confirms that, as of the time of signing, it has no defense, offset or counterclaim for any occurrence in relation to this Loan.

8. Acceptable Currency. All payments of principal and interest hereunder are payable in lawful money of the United States of America.

9. Joint and Several Obligations. If more than one person signs this Debenture, each person signs as a Maker, unless otherwise stated and shall be fully, jointly, severally and personally obligated to keep all of the promises made in this Debenture, including the promise to pay all sums due and owing.

10. Miscellaneous. This Debenture shall be binding on the parties hereto and their respective heirs, legal representatives, executors, successors and assigns. This Debenture shall be construed without any regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. This Debenture shall be exclusively governed by the laws of the State of Nevada without regard to choice of law consideration. Maker hereby irrevocably consents to the jurisdiction of the courts of the State of Nevada and of any federal court located in Nevada in connection with any action or proceeding arising out of or relating to this Debenture. This Debenture may not be changed or terminated except upon the prior written agreement of the Holder. A determination that any portion of this Debenture is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Debenture to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision to the extent legally permissible and otherwise as it may apply to other persons or circumstances.

11. Jury Waiver. **MAKER AGREES THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY MAKER OR THE HOLDER OF THIS DEBENTURE ON OR WITH RESPECT TO THIS DEBENTURE OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. MAKER AND HOLDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. MAKER ACKNOWLEDGES AND AGREES THAT AS OF THE DATE HEREOF THERE ARE NO DEFENSES OR OFFSETS TO ANY AMOUNTS DUE IN CONNECTION WITH THE LOAN. FURTHER, MAKER WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. MAKER ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS DEBENTURE AND THAT HOLDER WOULD NOT EXTEND CREDIT TO MAKER IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS DEBENTURE.**

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the Maker has executed this Debenture on the date first above written.

MAKER:

EquiAlt Fund II, LLC
a Nevada limited liability company

By: EquiAlt, LLC
a Nevada limited liability company
its Manager

By: Maria Antonio-Sears

Name: Maria Antonio-Sears

Title: EquiAlt Fund II Administrative Manager

EXHIBIT B

OFFEREE SUITABILITY QUESTIONNAIRE

Name of Prospective Purchaser(s): Provident Trust Group LLC fbo James M. Conley IRA 151100125
(Please Print)

State of Domicile: CO



PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN EQUIALT FUND II, LLC, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

EQUIALT FUND II, LLC

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: EQUIALT FUND II, LLC
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145

Ladies and Gentlemen:

In connection with the proposed purchase of 10% **debentures** (the “Securities”) issued by EquiAlt Fund II, LLC (the “Company”), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of “Accredited Investor” from Rule 501 of Regulation D attached hereto as “***Exhibit A***”, and certifies that either (check only one):

- A. ☐ The undersigned is an “Accredited Investor” for one or more of the following reasons (check all that apply):
- ☐ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds \$1,000,000, exclusive of the undersigned’s primary residence;
 - ☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of \$200,000 in each of the two most recent years, or joint income with their spouse in excess of \$300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;
 - ☐ The undersigned is a director or executive officer of the Company, which is issuing and selling the Securities;
 - ☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5,000,000;

(describe entity)

- ☐ The undersigned is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);
- ☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

(describe entity)

- B. ☒ The undersigned is not an "Accredited Investor." However, the undersigned represents and warrants the following:

The undersigned is an individual whose individual net worth, or joint net worth with his or her spouse, if applicable, is approximately \$650,000.00;

The undersigned had an income of approximately \$60,000.00 in 2016, and has a reasonable expectation of earning an annual income of approximately \$60,000.00 in the current year.

2. **Entity Type.** The undersigned is (check only one):

- ☒ An individual
- ☐ A corporation
- ☐ A partnership
- ☐ A trust
- ☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:
409-88-3663

4. **Address.** The address of the undersigned is:

499 Lookout Pointe
Walsenburg, CO 80109

The phone, fax and contact person (if an entity) are as follows:

Phone: 719-695-2108

Fax: _____

Contact: James Conley

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the management of the Company.

Dated: 16 Mar 2017

Very truly yours,

Provident Trust Group LLC FBO

James M. Conley IRA 151100125

Print Name of Investor

Print Name of joint investor or other person
whose signature is required

X James M. Conley
Signature

Signature

IRA Owner _____

Print Title (if applicable)

Print Title (if applicable)

EXHIBIT A

Rule 501. Definitions and Terms Used in Regulation D.

As used in Regulation D, the following terms have the meaning indicated:

- (a) **Accredited Investor.** “Accredited Investor” shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:
- (1) Any bank as defined in section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000; or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
 - (2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
 - (3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
 - (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
 - (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;
 - (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
 - (7) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
 - (8) Any entity in which all of the equity owners are accredited investors.

[Remainder omitted]

EXHIBIT C

SUBSCRIPTION AGREEMENT

**SUBSCRIPTION AGREEMENT
FOR
EQUIALT FUND II, LLC
a Nevada limited liability company**

THIS SUBSCRIPTION AGREEMENT (the "Agreement") is made by and among EQUIALT FUND II, LLC, a Nevada limited liability company (the "Company" or the "Fund"), and the individuals and/or entities purchasing the debentures hereunder (individually, a "Subscriber" and collectively, the "Subscribers").

WHEREAS, the Company desires to issue up to \$20 million in unsecured promissory notes (each, a "Debenture," and collectively, the "Offering") to certain accredited investors, as that term is defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended (the "Act"), and up to thirty-five (35) non-accredited investors;

WHEREAS, the Subscriber has been furnished with a copy of the Company's offering documents, including this Agreement, a Prospective Purchaser Questionnaire, a Private Placement Memorandum, and the form of debenture to be issued under this Offering, as the same may have been amended or supplemented from time to time (collectively, the "Offering Documents"); and

WHEREAS, the Subscriber desires to purchase that value of Debentures of the Company set forth on the signature page hereof on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties agree as follows:

1. Purchase and Sale of Debentures.

1.1 Sale and Issuance of Debentures. Subject to the terms and conditions of this Agreement, the Subscribers agree to purchase at the closing (as described below) and the Company agrees to sell and issue to the Subscribers at the closing an aggregate of up to Twenty Million Dollars (\$20 million) in unsecured promissory notes.

1.2 Company Reservation of Rights to Terminate or Deny. The Company reserves the right to refuse all or part of any or all subscriptions. Furthermore, no subscription shall be effective until accepted and executed by the Company, and the Company shall have the right, in its sole discretion, for any reason or for no reason, to refuse any potential Subscribers.

2. Closing and Delivery. The purchase price for the Debentures is payable by check or wire transfer payable to the Company or its designee.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Subscribers that:

3.1 Organization, Good Standing and Qualification. The Company is a

limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business in each jurisdiction in which the failure so to qualify would have a material adverse effect on its business or properties.

3.2 Authorization. All action on the part of the Company, its members and managers, necessary for the authorization, execution and delivery of this Agreement and the issuance of the Debentures, the performance of all obligations of the Company hereunder and thereunder has been taken or will be taken prior to the Closing, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.

3.3 Valid Issuance. The Debentures, when issued and delivered in accordance with the terms hereof for the consideration expressed herein or therein, will be duly and validly issued and fully-paid and non-assessable. Based in part upon the representations of the Subscribers in this Agreement and subject to the completion of the filings referenced in Section 3.4 below, the Debentures will be issued in compliance with all applicable federal and state securities laws.

3.4 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for the federal and state securities law filings to be made by the Company as necessary.

3.5 Litigation. There is no action, suit, proceeding or investigation pending or currently threatened against the Company that questions the validity of this Agreement, or the right of the Company to enter into this Agreement, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition, affairs or prospects of the Company, financially or otherwise, or any change in the current equity ownership of the Company, nor is the Company aware that there is any basis for the foregoing. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

3.6 Compliance with Other Instruments. The Company is not in violation or default of any provisions of its Articles of Organization or Operating Agreement or of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound or, to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company.

3.7 Disclosure. The forward-looking statements, including financial projections, contained in the Offering Documents were prepared in good faith; however, the Company does not warrant that such statements will ultimately become true. In addition to the foregoing, the Company restates as if rewritten herein the Risk Factors set forth in the Offering Documents and Schedule II attached hereto. **Each Subscriber must initial the Risk Factors enumerated on Schedule II to acknowledge that the Subscriber has read these important disclosures.**

3.8 Commissions. The Company may pay commissions of up to fourteen percent (14%) to licensed broker/dealers or finders in connection with this Offering. Any such payments will be made in compliance with applicable federal and state securities laws.

4. Representations and Warranties of the Subscribers. Each Subscriber hereby severally and not jointly represents and warrants to the Company that:

4.1 Risk. The Subscriber recognizes that the purchase of Debentures involves a high degree of risk in that (i) the Company may make investments in other companies, including distressed notes; (ii) an investment in the Company is speculative, and only investors who can afford the loss of their investment should consider investing in the Company and the Debentures; (iii) the Subscriber may not be able to liquidate his, her or its investment for several years; and (iv) transferability of the Debentures is limited.

4.2 Investment Experience. The Subscriber hereby acknowledges and represents that the Subscriber has prior investment experience, including investment in non-listed and unregistered securities, or the Subscriber has employed the services of an investment advisor, attorney and/or accountant to read all of the documents furnished or made available by the Company both to the Subscriber and to all other prospective investors in the Debentures and to evaluate the merits and risks of such an investment on the Subscriber's behalf.

4.3 Due Diligence. The Subscriber hereby acknowledges receipt and careful review of the Offering Documents, as supplemented and amended, and the attachments and exhibits thereto all of which constitute an integral part of the Offering Documents, and hereby represents that the Subscriber has been furnished by the Company during the course of this transaction with all information regarding the Company which the Subscriber has requested or desired to know, has been afforded the opportunity to ask questions of and receive answers from duly authorized managers, officers or other representatives of the Company concerning the terms and conditions of the offering and has received any additional information which Subscriber has requested. The Subscriber acknowledges that the Subscriber is relying upon the Offering Documents and not relying upon any prior documents prepared by the Company.

4.4 Protection of Interests; Exempt Offering. The Subscriber hereby represents that the Subscriber either by reason of the Subscriber's business or financial experience or the business or financial experience of the Subscriber's professional advisors (who are unaffiliated with and who are not compensated by the Company or any affiliate of the Company, directly or indirectly) has the capacity to protect the Subscriber's own interests in connection with the transaction contemplated hereby. The Subscriber hereby acknowledges that the offering has not been reviewed by the United States Securities and Exchange Commission

(the “SEC”) because of the Company’s representations that this is intended to be exempt from the registration requirements of Section 5 of the Act. The Subscriber agrees that the Subscriber will not sell or otherwise transfer the Debentures unless they are registered under the Act or unless an exemption from such registration is available.

4.5 Investment Intent. The Subscriber understands that the Debentures have not been registered under the Act by reason of a claimed exemption under the provisions of the Act which depends, in part, upon the Subscriber’s investment intention. In this connection, the Subscriber hereby represents that the Subscriber is purchasing the Debentures for the Subscriber’s own account for investment and not with a view toward the resale or distribution to others. The Subscriber, if an entity, was not formed for the purpose of purchasing the Debentures.

4.6 Restricted Debentures. The Subscriber understands that there currently is no public market for any of the Debentures and that even if there were, Rule 144 promulgated under the Act requires, among other conditions, a holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Act. The Subscriber understands and hereby acknowledges that the Company is under no obligation to register the Debentures under the Act or any state securities or “blue sky” laws. The Subscriber consents that the Company may, if it desires, permit the transfer of the Debentures out of the Subscriber’s name only when the Subscriber’s request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state “blue sky” laws (collectively, the “Securities Laws”). The Subscriber agrees to hold the Company and its members, managers, officers, employees, controlling persons and agents and their respective heirs, representatives, successors and assigns harmless and to indemnify them against all liabilities, costs and expenses incurred by them as a result of any misrepresentation made by the Subscriber contained in this Agreement or any sale or distribution by the Subscriber in violation of the Securities Laws. The Subscriber understands and agrees that in addition to restrictions on transfer imposed by applicable Securities Laws, the transfer of the Debentures will be restricted by the terms of the Offering Documents.

4.7 Legends. The Subscriber consents to the placement of a legend on any certificate or other document evidencing the Debentures that such Debentures have not been registered under the Act or any state securities or “blue sky” laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Subscriber is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such Debentures and may place additional legends to such effect on Subscriber’s unit certificate(s).

4.8 Rejection. The Subscriber understands that the Company will review this Agreement and that the Company reserves the unrestricted right to reject or limit any subscription and to close the offering to the Subscriber at any time.

4.9 Address. The Subscriber hereby represents that the address of the Subscriber furnished by the Subscriber on the signature page hereof is the Subscriber’s principal residence if the Subscriber is an individual or its principal business address if it is a corporation

or other entity.

4.10 Authority. The Subscriber represents that he, she or it has full power and authority (corporate, statutory and otherwise) to execute and deliver this Agreement and to purchase the Debentures. This Agreement constitutes the legal, valid and binding obligation of the Subscriber, enforceable against the Subscriber in accordance with its terms.

4.11 Entity. If the Subscriber is a corporation, company, trust, employee benefit plan, individual retirement account, Keogh Plan, or other tax-exempt entity, it is authorized and qualified to become an investor in the Company and the person signing this Agreement on behalf of such entity has been duly authorized by such entity to do so.

4.12 Foreign Investors. If the Subscriber is not a United States citizen, such Subscriber hereby represents that he/she/it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Debentures or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the purchase of the Debentures, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Debentures. Such Subscriber's subscription and payment for, and his, her or its continued beneficial ownership of the Debentures, will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

5. Limitations on Transfer. The Debentures are restricted as to transfer by the terms of the Operating Agreement and as set forth in this Agreement.

6. Miscellaneous.

6.1 Survival of Representations and Warranties. The warranties, representations and covenants of the Company contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the Closing for a period of one (1) year following the last Closing.

6.2 Governing Law. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT ALL THE TERMS AND PROVISIONS HEREOF SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

6.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.5 Notices.

(a) All notices, requests, demands and other communications under this Agreement or in connection herewith shall be given to or made upon the respective parties as follows: if to the Subscribers, to the addresses set forth on the signature page hereto, or, if to the Company, to EQUALT FUND II, LLC, 10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145.

(b) All notices, requests, demands and other communications given or made in accordance with the provisions of this Agreement shall be in writing, and shall be sent by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to be given or made when receipt is so confirmed.

(c) Any party may, by written notice to the other, alter its address or respondent, and such notice shall be considered to have been given ten (10) days after the airmailing, telexing or telecopying thereof.

6.6 Brokers.

(a) Each Subscriber severally represents and warrants that it has not engaged, consented to or authorized any broker, finder or intermediary to act on its behalf, directly or indirectly, as a broker, finder or intermediary in connection with the transactions contemplated by this Agreement. Each Subscriber hereby severally agrees to indemnify and hold harmless the Company from and against all fees, commissions or other payments owing to any such person or firm acting on behalf of such Subscriber hereunder. The Company will pay finder's fees only in compliance with applicable law.

(b) The Company agrees to indemnify and hold harmless the Subscribers from and against all fees, commissions or other payment owing by the Company to any other person or firm acting on behalf of the Company hereunder.

6.7 Expenses. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

6.8 Third Parties. Nothing in this Agreement shall create or be deemed to create any rights in any person or entity not a party to this Agreement.

6.9 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only with the written consent of the Company and Subscribers holding a majority in interest of the Debentures purchased in the offering.

6.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and

the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

6.11 Entire Agreement. This Agreement and the other Offering Documents constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all other written or oral agreements existing between the parties hereto are expressly canceled.

6.12 Legends. The attached Schedule I is incorporated by reference herein.

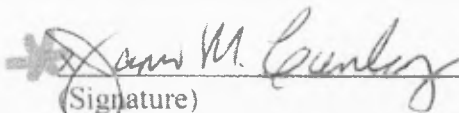
This Subscription Agreement has been executed as of the date last set forth below.

DOLLAR AMOUNT OF DEBENTURES: \$150,000.00

SUBSCRIBER:

Provident Trust Group LLC FBO James M. Conley IRA 151100125

(Print or Type Name of Subscriber)


(Signature)

(Second Signature, if subscribing jointly)

IRA Owner
(Title of Signatory, if applicable)

[If joint subscriber, manner in which Title is
to be held (e.g., Joint Tenants, Tenants in
Common)]

Address: Provident Trust Group LLC
8880 W. Sunset Road, Suit 250
Las Vegas, NV 89148
Telephone: 888-855-9856
Facsimile: 702-253-7565
Tax I.D.#: 26-1558513

* Dated: 19 Jun 2017, 2017

This Subscription Agreement is agreed to and accepted as of the 18 day of
May _____, 2017.

EQUIALT FUND II, LLC
a Nevada limited liability company

By: EquiAlt, LLC
a Nevada limited liability company
its Manager

By: M Antonio-Sears

Name: Maria Antonio-Sears

Title: EquiAlt Fund II Admin. Mngr.

SCHEDULE I

NOTICE TO CALIFORNIA RESIDENTS:

THE SECURITIES WHICH ARE SUBJECT TO THIS OFFERING DOCUMENTS HAVE NOT BEEN QUALIFIED WITH THE COMMISSIONER OF CORPORATIONS OF THE STATE OF CALIFORNIA. THE ISSUANCE AND SALE OF SUCH SECURITIES OR THE PAYMENT OR RECEIPT OF ANY PART OF THE CONSIDERATION THEREFORE IS PRIOR TO SUCH QUALIFICATION IS UNLAWFUL UNLESS THE SALE OF THE SECURITIES IS EXEMPT FROM QUALIFICATION PURSUANT TO SECTION 25100, 25102, OR 25106 OF THE CALIFORNIA CORPORATION CODE.

NOTICE TO NEVADA RESIDENTS:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER APPLICABLE SECURITIES LAWS OF NEVADA AND THEREFORE CANNOT BE RESOLD OR TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR FROM REGISTRATION IS AVAILABLE. NOTICE TO NEVADA RESIDENTS THE ADMINISTRATOR OR SECURITIES HAS NOT REVIEWED THE OFFERING OR THE OFFERING DOCUMENTS AND THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE ACT. THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND SALE.

NOTICE TO RESIDENTS ALL STATES:

THE PRESENCE OF A LEGEND FOR ANY GIVEN STATE REFLECTS ONLY THAT A LEGEND MAY BE REQUIRED BY THE STATE AND SHOULD NOT BE CONSTRUED TO MEAN AN OFFER OR SALES MAY BE MADE IN ANY PARTICULAR STATE. THE OFFERING DOCUMENTS MAY BE SUPPLEMENTED BY ADDITIONAL STATE LEGENDS. IF YOU ARE UNCERTAIN AS TO WHETHER OR NOT OFFERS OR SALES MAY BE LAWFULLY MADE IN ANY GIVEN STATE, YOU ARE ADVISED TO CONTACT THE MANAGER FOR A CURRENT LIST OF STATES IN WHICH OFFERS OR SALES MAY BE LAWFULLY MADE.

SCHEDULE II

RISK FACTORS

1. **Business Plan.** The Company intends to purchase residential real estate in Tampa, Florida, and renovate, lease, hold and/or resell such property. From time to time, in the manager's sole and absolute discretion, the Company may invest in other properties in other markets. There is no assurance that the Company's management can identify and acquire real property at a competitive price. Similarly, there is no assurance that the value of these real properties will increase, that cost-effective renovations can be made, and that rent rates will remain attractive in the target market(s). Accordingly, the ability of the Company to implement this business plan will depend in part upon the successful identification of investment opportunities and the repayment of the Company's capital once deployed, among other variables.
2. **Dependence on Key Personnel.** The Company will be dependent upon the ability and efforts of management to manage the investments of The Company. Accordingly, the loss of one or more members of the Company's management team could have a material adverse effect on the Company's performance. The Company does not have "key man" insurance, but may elect to acquire such insurance in the future.
3. **Likelihood of Success - Business Risks.** The likelihood of success of the Company must be considered in the light of the problems, expenses, difficulties, complications and delays frequently encountered in connection with real estate investments. There can be no assurance the Company will be able to make profitable investments.
4. **Risk of Peril.** The Company may elect to purchase general liability insurance in addition to wind or hurricane coverage to offset the risk of loss. However, the Company is not obligated to purchase and maintain such policies of insurance, and may, in the sole and absolute discretion of the manager, self-insure against one or more types of peril.
5. **Lack of Liquidity.** There is no present market for the Debentures, and no such market is anticipated. Further, there can be no assurance that a market for the Debentures will develop or, if such market develops that it will continue.
6. **No Independent Studies.** The determination of the Company's capital requirements and the intended use of proceeds from this Offering is based solely upon information developed by the Company. No independent studies with regard to feasibility, management, or marketing have been conducted by any third parties in determining the Company's capital requirements.
7. **Structure of the Offering.** The Debentures are being sold through the Company and its manager. Payments to licensed brokers and/or finders may be made in compliance with applicable federal and state securities laws. The Offering is being conducted on a best efforts basis. Accordingly, there can be no assurance that the Company will be able to complete this Offering.

Acknowledgement of Receipt:

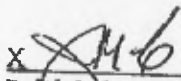

Initialed by Subscriber(s)

EXHIBIT B

EquiAlt Fund II Hurricane Irma Update

Maria Antonio-Sears <Maria@picassogroup.com>

Mon 9/11/2017 2:29 PM

To: Andre Sears <Andre@picassogroup.com>

Cc: Maria Antonio-Sears <Maria@picassogroup.com>

Hello Everyone,

Picasso Group feels it is important to send you an informational update on the status of the EquiAlt Fund II investment.

First and foremost, all of EquiAlts' employees and sub-contractors were vacated from the area outside of two who stayed safe and sound in the higher grounds of Tampa. EquiAlt does have employees and sub-contractors as well as a few EquiAlt homes in lower lying areas of Tampa. It goes without saying that everyone is a bit anxious to see what is going to happen however, we are staying positive because of the plan placed at the first news of the possibility of a hurricane hitting in the Tampa area.

Secondly, many of you will be thinking is expected damage to properties within the fund. We have zero idea of the exact damage at this point however, we will keep all of you updated as we get credible information (which could take a week or so to assess etc....) Brian has looked at the map, and once again we really can't be 100% sure until after the fact, but he is assuming under 30% of our assets will be damaged in some form or another. EquiAlt has properties that span all the way across the Orlando to outlying Tampa areas.

Having said that here is the good news and this will answer your question, is my investment safe:

KEEP IN MIND WHAT I AM STATING BELOW IS MOSTLY WORST-CASE SCENARIO BECAUSE I WANT TO MAKE SURE WE ANSWER WITH NO POSSIBILITY OF BEING UNDER ASSUMING

As you all know, EquiAlt is debt free so they don't have any debt to service and therefore all properties are safe whether they are habitable or not based on flooding etc... so they are not in any threat of losing any asset within the fund.

EquiAlt has insurance to cover damage on all of the assets which includes **flooding and a loss of rents based on displacement of renters**. EquiAlt will be reimbursed on lost rents therefore, the cash flow **will not** be jeopardized because of this.

Montly distributions will continue to be paid by EquiAlt, there will be no interruption and no loss to the fund.

EquiAlt has a significant amount of properties that are considered to be in high ground areas (flooding hopefully will not be an issue for over 80% of the properties) and this will keep most renters in the homes and continuing to pay rent. Homes that are flooded, EquiAlt has the ability to move quickly to get the homes back to or better than original.

EquiAlt has over \$10 million in cash reserves therefore, they will be able to move quickly in regard to repairs etc... and will not be holding on for the insurance company to write them checks before starting the repair process.

EquiAlt spoke to their sales representatives in the area including Home Depot when they first received news of a possible hurricane and they have already put in orders that will be delivered to EquiAlt as early as Thursday. Supplies will be available to move forward with any and all repairs. They also pre-stocked their warehouse with materials so they have the ability to move forward as soon as possible.

Regarding labor availability able to begin with the repairs on the properties, EquiAlt is also 100% prepared. They have crews that are 100% paid on a weekly basis and therefore we will not have an issue finding labor to get the

properties repaired and put back into good shape after the hurricane.

Also, we want everyone to know this information so they can understand EquiAlt's status in the Tampa region and why they are inline first for a lot of things that others will be waiting for. Brian is already getting text messages and phone calls from other smaller developers in the area. They are wanting to know if EquiAlt would have any interest in helping them out and if so they are willing to sell the properties to us or give us a portion of ownership in the properties if they can't get it done themselves. Obviously, the first line of business is to make sure EquiAlt assets are repaired and in great shape before venturing out but it is a great business opportunity for the fund to help if possible. We say this so you all know EquiAlt has a great relationship with many key individuals in the area and a very good reputation for getting things done and doing it the right way. Giving EquiAlt the opportunity to help out in the region and become an even stronger company in as the days move forward.

We know there may be other questions and please feel free to ask if needed. We will obviously know a lot more by Wednesday or Thursday. Please keep in mind we have no idea when the city will open again so everyone can get back in to Tampa and see what needs to be done. The answers to some of your questions may not be available right away.

Just to recap:

- Properties are all covered by insurance
- Loss of rents is covered as well so EquiAlt will not lose any income based on displacement
- Over \$10 million in cash reserves to help speed up the process so we are not waiting on insurance claims.
- EquiAlt has some supplies on hand to help speed up the process of repairs if needed
- They have orders already placed and confirmed with local vendors including Home Depot
- They control a good force of Labor so they can move fast on repairs

We hope this helps alleviate some of the concerns and as always, we do thank every one of you for your trust in us and in the EquiAlt Real Estate Fund II.

Our thoughts and prayers are with all of those impacted by Hurricane Irma.

Kind regards,

Andre P. Sears
Managing Partner



The Gramercy
9205 W. Russell Road
Building 3, Suite 240
Las Vegas, NV 89148

Office: 888.579.5515 EXT 2|Mobile: 702.238.6911|Fax: 702.246.0191

www.picassogroup.com



Maria Antonio-Sears, COO

702.561.7380 Direct Line

888.579.5515 X 1 Toll Free

702.246.0191 Fax

Maria@picassogroup.com

9205 W. Russell Road

Building 3, Suite 240

Las Vegas, NV 89148

EXHIBIT C

RE: Just wanted to touch base

jennifer@knowlessystems.com

Thu 9/21/2017 3:39 PM

To: jim conley <jmconley52@hotmail.com>; Maria Antonio-Sears <Maria@picassogroup.com>
Cc: Casey Ellis <casey@knowlessystems.com>; Andre Sears <Andre@picassogroup.com>; Lynette Robbins' <lynette@knowlessystems.com>

Hi Jim,

Well it sounds like you all are going to have a fun weekend with your guests!

We checked and do not have Fedex Tracking for your WW cancellation docs yet. Once you receive and return them to WW, they will process your return of principal and Fedex the check to you. This takes anywhere from 2 up to 4 weeks.

It is okay to go ahead, when you have time, and complete the EQ documents Maria sent and return them to her. Then, when you do receive the \$25K from WW, it can be wired to Maria, and you are all set to go!

Please let me know if you have any questions.

Thank you,

Jen



Jennifer Jennings
Director of Sales

Jennifer@KnowlesSystems.com
888-518-3113 x5
www.KnowlesSystems.com

CALIFORNIA • COLORADO • FLORIDA • NEVADA • NEW YORK • RHODE ISLAND

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----- Original Message -----

Subject: Re: Just wanted to touch base
From: jim conley <jmconley52@hotmail.com>
Date: Thu, September 21, 2017 11:22 am
To: Maria Antonio-Sears <Maria@picassogroup.com>
Cc: "jennifer@knowlessystems.com" <jennifer@knowlessystems.com>, Casey Ellis <casey@knowlessystems.com>, "Andre Sears" <Andre@picassogroup.com>, "Lynette Robbins" <lynette@knowlessystems.com>

Thanks!

jim conley

From: Maria Antonio-Sears <Maria@picassogroup.com>
Sent: Thursday, September 21, 2017 12:05:32 PM

For the next few days, I have a house full of visitors, so, could we speak next Monday?

And, maybe Jennifer can shed some light on how funds transfer can work.

Thanks,
jim conley

From: Maria Antonio-Sears <Maria@picassogroup.com>
Sent: Thursday, September 21, 2017 11:26:50 AM
To: jim conley
Cc: jennifer@knowlessystems.com; Casey Ellis; Andre Sears; 'Lynette Robbins'
Subject: Just wanted to touch base

Hello Mr. Conley,

I just wanted to reach out and make sure that you received my email with your paperwork attached. See if you had any questions or if you want to schedule a call to review it together? Let me know if I can help you in any way.

Kind regards,
Maria



Maria Antonio-Sears, COO

702.561.7380 Direct Line
888.579.5515 X 1 Toll Free
702.246.0191 Fax
Maria@picassogroup.com
9205 W. Russell Road
Building 3, Suite 240
Las Vegas, NV 89148

To: jim conley
Cc: jennifer@knowlessystems.com; Casey Ellis; Andre Sears; 'Lynette Robbins'
Subject: RE: Just wanted to touch base

Hi Mr. Conely,

Thank you for getting back with me. Definitely get with Jennifer first and figure out the process with Woodbridge. She will have those answers for you. Once the two of you have worked that out I will be happy to help you the rest of the way!! I will keep in touch with Jennifer to see how the progress is moving along after the two of you speak.

Thank you! Enjoy your company!

Kind regards,
Maria



Maria Antonio-Sears, COO

702.561.7380 Direct Line
888.579.5515 X 1 Toll Free
702.246.0191 Fax
Maria@picassogroup.com
9205 W. Russell Road
Building 3, Suite 240
Las Vegas, NV 89148

From: jim conley [<mailto:jmconley52@hotmail.com>]
Sent: Thursday, September 21, 2017 11:02 AM
To: Maria Antonio-Sears <Maria@picassogroup.com>
Cc: jennifer@knowlessystems.com; Casey Ellis <casey@knowlessystems.com>; Andre Sears <Andre@picassogroup.com>; 'Lynette Robbins' <lynette@knowlessystems.com>
Subject: Re: Just wanted to touch base

Maria:

Thanks for reaching out.

I've got to sort out exactly how my money will be returned from the current investment (Woodbridge), before I can forward those funds to Pprovided.

RE: Just wanted to touch base

jennifer@knowlessystems.com

Thu 9/21/2017 3:39 PM

To: jim conley <jmconley52@hotmail.com>; Maria Antonio-Sears <Maria@picassogroup.com>
Cc: Casey Ellis <casey@knowlessystems.com>; Andre Sears <Andre@picassogroup.com>; 'Lynette Robbins' <lynette@knowlessystems.com>

Hi Jim,

Well it sounds like you all are going to have a fun weekend with your guests!

We checked and do not have Fedex Tracking for your WW cancellation docs yet. Once you receive and return them to WW, they will process your return of principal and Fedex the check to you. This takes anywhere from 2 up to 4 weeks.

It is okay to go ahead, when you have time, and complete the EQ documents Maria sent and return them to her. Then, when you do receive the \$25K from WW, it can be wired to Maria, and you are all set to go!

Please let me know if you have any questions.

Thank you,

Jen



Jennifer Jennings
Director of Sales

Jennifer@KnowlesSystems.com
888-518-3113 x5
www.KnowlesSystems.com

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This electronic mail message contains information which may be confidential and privileged. Unless you are the intended addressee or authorized to receive this message for the intended addressee, you may not use, copy, or disclose to anyone this message or any information contained in this message including any & all attachments. If you have received this electronic mail message in error, please advise the sender by reply and delete the message. Thank you.

----- Original Message -----

Subject: Re: Just wanted to touch base

From: jim conley <jmconley52@hotmail.com>

Date: Thu, September 21, 2017 11:22 am

To: Maria Antonio-Sears <Maria@picassogroup.com>

Cc: "jennifer@knowlessystems.com" <jennifer@knowlessystems.com>, Casey Ellis <casey@knowlessystems.com>, "Andre Sears" <Andre@picassogroup.com>, "Lynette Robbins" <lynette@knowlessystems.com>

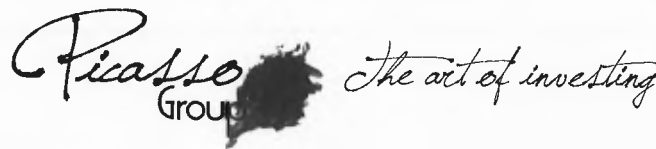
Thanks!

jim conley

From: Maria Antonio-Sears <Maria@picassogroup.com>

Sent: Thursday, September 21, 2017 12:05:32 PM

EXHIBIT D

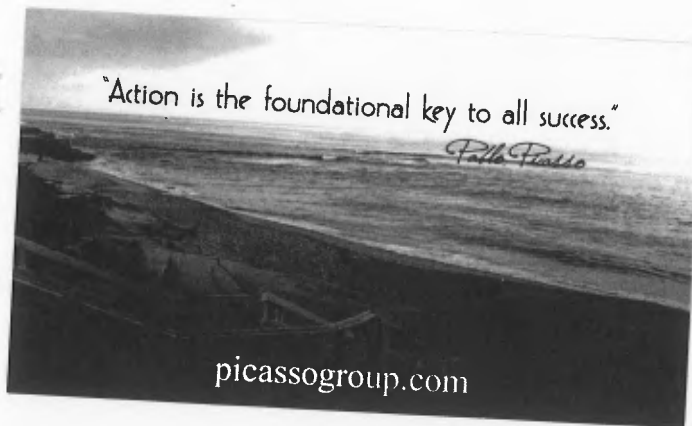


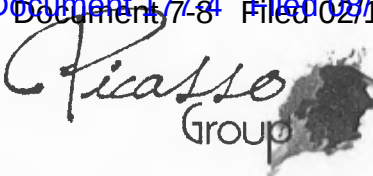
Maria Sears, Chief Operations Officer

maria@picassogroup.com

The Gramercy | 9205 W. Russell Rd | Bldg 3, Ste 240 | Las Vegas, NV 89148

Office: 888.579.5515 ext. 1 | Mobile: 702.561.7380 | Fax: 702.246.0191





Dear Mr. Conley,

I would like to thank you for your investment in **EquiAlt Fund II**. We are proud to service your investment needs and we consider it a privilege to help you preserve and grow your wealth.


We understand the responsibilities at hand when it comes to investments. Your financial gain is not just our job, it's our uninterrupted priority. Our motto is: "We do not expect your business... we appreciate the opportunity to earn it."


We are in receipt of your investment in the amount of **\$25,000.00** on **October 26, 2017**. Summarizing your investment:

- **36 month term, with an option to renew upon availability**
- **Your investment is earning 9% annualized**
- **Monthly payments to begin in December 2017**

Thank you. We appreciate your business and trust in EquiAlt LLC. Please do not hesitate to contact me at any time if you have any questions or concerns.

Sincerely,


Andre Sears
Managing Partner- Picasso Group
702-233-1611
andre@picassogroup.com

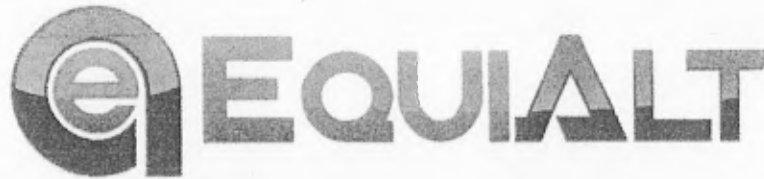

Andre Sears
Managing Director
EquiAlt – Las Vegas Office

The art of investing



PRIVATE PLACEMENT MEMORANDUM

EQUIALT FUND II, LLC



SUMMARY OF TERMS

This document dated * 26 Oct 2017 will serve as a summary to the PPM Agreement.

Amount of Investment: \$ 25,000 (Twenty five thousand)

Annual Rate: 9 %

Payment requested: ☒ Monthly ☐ Annual

Term: 36 months

Receipt of funds date: October 26, 2017

Payment start date (if not growth fund and minimum of 45 days from today): December 2017

Payment will always be postmarked no later than 5th of the Month

Signed and mutually agreed by:

M Antonio-Sears

Maria Antonio-Sears

EquiAlt Fund LLC

* James M. Conley

James M. Conley

PRIVATE PLACEMENT MEMORANDUM

EQUIALT FUND II, LLC

\$20,000,000

9% DEBENTURES

MINIMUM PURCHASE: \$100,000

EQUIALT FUND II, LLC, a Nevada limited liability company (the "Company"), organized under the Nevada Limited Liability Company Act, hereby offers (the "Offering"), by and through its Manager, up to Twenty Million Dollars (\$20,000,000) in 9% Debentures (the "Securities") of the Company. EQUIALT, LLC, a Nevada limited liability company, is the Manager (the "Manager") of the Company. The securities referred to herein are being offered on a best efforts basis to residents of Arizona, California, Florida and Nevada, and may be offered in other states.

ORIGINAL OFFER DATE OF THIS PRIVATE PLACEMENT MEMORANDUM: May 10, 2013, AS REVISED OCTOBER 3, 2017

INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THE OFFERING (SEE "RISK FACTORS," "CONFLICTS OF INTEREST" AND "COMPENSATION AND FEES TO THE MANAGER AND AFFILIATES.").

THE SECURITIES HAVE NOT BEEN REGISTERED WITH NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("COMMISSION") NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFERING HAS NOT BEEN APPROVED OR DISAPPROVED UNDER APPLICABLE STATE SECURITIES LAWS, BY THE SECURITIES DIVISION OF CORPORATIONS, SECURITIES REGULATION DIVISION ("DIVISION"), NOR HAS THE DIVISION REVIEWED OR PASSED UPON THE ACCURACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE, EACH OFFEREE OF THE SECURITIES AND HIS ADVISOR(S) ARE INVITED TO ASK QUESTIONS OF AND OBTAIN ADDITIONAL INFORMATION FROM THE MANAGER CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY, THE DEBT TO BE OWED BY THE COMPANY AND ANY OTHER RELEVANT MATTERS (INCLUDING, BUT NOT LIMITED TO, ADDITIONAL INFORMATION TO VERIFY THE ACCURACY OF THE INFORMATION SET FORTH HEREIN), TO THE EXTENT THE MANAGER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

OFFEREEES OR ADVISORS HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE MANAGER.

THIS MEMORANDUM DOES NOT CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN. THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS, THAT ARE BELIEVED TO BE ACCURATE, BUT REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS, COPIES OF WHICH ARE ATTACHED HERETO OR ARE AVAILABLE AT THE OFFICE OF THE MANAGER, FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO. ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE, AND NOTHING IN THIS MEMORANDUM SHALL EXTEND THE LIABILITY UNDER ANY SUCH DOCUMENTS OF ANY OF THE PARTIES HERETO. ALL DOCUMENTS RELATING TO THE OFFERING WILL BE MADE AVAILABLE TO THE OFFEREE NAMED BELOW AND/OR HIS ADVISOR(S) UPON REQUEST.

THE OFFERING CAN BE WITHDRAWN AT ANY TIME BEFORE CONSUMMATION AND IS SPECIFICALLY MADE SUBJECT TO THE CONDITIONS DESCRIBED IN THIS MEMORANDUM. IN CONNECTION WITH THE OFFERING AND SALE OF THE SECURITIES, THE MANAGER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE SECURITIES SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

SINCE THERE ARE SUBSTANTIAL RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES, EACH OFFEREE MUST ASSUME THAT HE WILL BEAR THE ECONOMIC RISK OF HIS INVESTMENT FOR AN INDEFINITE PERIOD. THE SECURITIES MAY NOT BE TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF THE REMAINING MEMBERS. IN ADDITION, SECURITIES ARE NOT REGISTERED FOR SALE TO THE PUBLIC UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND THE SECURITIES MAY BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR ONLY IF, AMONG OTHER THINGS, THE SECURITIES ARE REGISTERED OR, IN THE OPINION OF COUNSEL TO THE COMPANY, REGISTRATION IS NOT REQUIRED UNDER SUCH LAWS.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE USE OF PERSONS WHO MAY WANT TO PURCHASE SECURITIES AND DELIVERY THEREOF CONSTITUTES AN OFFER ONLY IF THE NAME OF AN OFFEREE APPEARS IN THE APPROPRIATE SPACE PROVIDED BELOW AND IF THE PERSON SO NAMED MEETS THE SUITABILITY STANDARDS SET FORTH UNDER "QUALIFICATION OF INVESTORS." ANY DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE OFFEREE NAMED BELOW (OR TO THOSE INDIVIDUALS WHOM HE RETAINS TO ADVISE HIM WITH RESPECT THERETO) IS UNAUTHORIZED AND ANY REPRODUCTION OF THIS

MEMORANDUM IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, IS PROHIBITED.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED TO BE MADE IN THIS MEMORANDUM OR SHOULD BE INFERRED THEREFROM WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX TREATMENT WHICH MAY ACCRUE TO THE INVESTOR. NO ASSURANCE CAN BE GIVEN THAT EXISTING TAX LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY, EITHER OF WHICH MAY DENY THE INVESTORS ALL OR A PORTION OF THE TAX TREATMENT CONSIDERED HEREIN. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR INVESTMENT ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN ATTORNEY, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING A PURCHASE BY HIM OF A DEBENTURE.

NO OFFERING LITERATURE OR ADVERTISING IN WHATEVER FORM WILL OR MAY BE EMPLOYED IN THE OFFERING EXCEPT FOR THIS MEMORANDUM AND STATEMENTS CONTAINED OR DOCUMENTS SUMMARIZED HEREIN. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THE SECURITIES, EXCEPT FOR INFORMATION CONTAINED OR REFERRED TO HEREIN.

Name of Offeree:	James M. Conley	Memorandum Number:	
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These securities are offered subject to (a) prior sale, (b) approval of counsel, (c) the right to terminate the offer without prior notice or to reject any subscription, and (d) certain other conditions.

QUALIFICATION OF INVESTORS

Each Debenture requires a minimum investment of \$100,000, provided, however, the Company reserves the right to accept subscriptions for a lesser amount. Additional investment may be made in increments of \$5,000.

Investment in the Securities offered hereby involves risk and is suitable only for persons of financial means who have provided for liquidity in their other investments. No Securities will be sold to Investors who will not warrant and represent to the Company and the Manager (and unless the Manager shall have reasonable grounds to believe) that such offeree has such knowledge and expertise in financial and business matters, is capable of evaluating the merits and risks of the prospective investment and is able to bear the economic risks of the investment, or alternatively, that such Investor's legal or financial representative has such knowledge and expertise about financial and business matters and is capable of evaluating the merits and risks of the investment together with the Investor having the ability to bear the economic risks of the investment. In either case, the Investor must also warrant and represent to the Company and the Manager that he is acquiring the Securities for his own account.

Each Investor must satisfy the Manager that the Investor can bear a total loss of his investment. Each Investor will be required to represent that he is acquiring the Securities being purchased by him for investment and for his own account, and not with a view to resale or distribution. Resale of the Securities is subject to extensive restrictions (see "SUMMARY OF THE OFFERING"). It is not expected that any public market for the resale of the Securities will develop.

GLOSSARY OF TERMS

"Act" - the Securities Act of 1933, as amended.

"Affiliate" - (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) a person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director, partner or employee of such person and (iv) if such other person is an officer, director, partner or employee, any company for which such person acts in any such capacity.

"Agreement" - the Operating Agreement of the Company, as such may be amended from time to time.

"Debenture" - the 9% Debentures maturing in 36 months offered to Investors herein.

"Manager" - this Company's Manager: EQUIALT, LLC or its successor(s) as determined by the Agreement.

"Memorandum" - this Private Placement Memorandum.

"Company" - this limited liability company: EQUIALT FUND II, LLC, a Nevada limited liability company.

"Investor(s)" – prospective purchasers of Debentures in the Company.

"Project" - the proposed business of the Company (i.e., acquiring, improving and/or selling distressed real property).

"Reserves" - all reserves established by the Manager in its sole discretion for the Company's purposes, including, but not limited to, operating expenses and other working capital needs, liabilities, and taxes.

SUMMARY OF THE OFFERING

This summary of certain provisions of the Memorandum is intended only for a quick reference and is not intended to be complete. This Memorandum describes in detail numerous aspects of the transaction which are material to Investors, including those summarized below, and this Memorandum and the accompanying Exhibits must be read in their entirety by reference to the full text of this Memorandum and the underlying documents.

The Offering.

The Memorandum describes an offering (the "Offering") to prospective Investors of 9% Debentures issued by EQUIALT FUND II, LLC, a limited liability company formed under the laws of the State of Nevada.

The Company.

EQUIALT FUND II, LLC (the "Company"), a Nevada limited liability company, was formed as of April 24, 2013, when its Articles of Organization were filed with the Nevada Secretary of State's Office pursuant to the Nevada Limited Liability Company Act as adopted by the State of Nevada. The office of the Company is located at 10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145.

The Manager.

The Manager of the Company is EQUIALT, LLC, a Nevada limited liability company (See "THE MANAGERS").

Purpose of the Offering.

The purpose of this Offering is to secure capital in order to enable the Company to purchase, improve, lease and/or dispose of distressed real property, enter into opportunistic loan transactions and/or engage in other ventures. (See "MANAGEMENT OF THE COMPANY" and "INVESTMENT OBJECTIVES".)

Investment Objectives.

The primary investment objective of the Company shall be to purchase and sell single family properties in certain distressed real estate markets in the U.S. and participate in opportunistic lending in the U.S.

Securities Being Offered.

An aggregate of up to \$20 million in 9% Debentures of the Company are being offered. The Securities shall be offered on a best efforts basis. The minimum subscription accepted by the Company will be for \$100,000, and additional investment may be made in increments of \$5,000. (See "Allocation of Benefits" below.) Under no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the Act. The Offering will terminate on a date to be determined by the Manager.

Selling Agent.

Securities are being offered directly through the Company. The Company may utilize the services of one or more registered broker/dealers or other financial intermediaries. In such cases, the Company may pay commissions or fees of up to 12% to such persons.

The purchase price is payable by Investors in full by cash.

Risk Factors.

The purchase of Securities involves a high degree of risk to the Investor including certain risks relating to regulatory, operating, tax and investment matters. (See "RISK FACTORS.")

Allocation of Benefits.

a) Profits, Losses and Net Cash Flow.

The Company does not anticipate substantial profits, losses or Net Cash Flow until assets are sold.

b) Net Proceeds from Refinancing, Sale or upon Termination of the Company.

In the event that the Company disposes of substantially all of its assets, the Company shall be obligated to satisfy all of its debts, including without limitation the Debentures, prior to any distribution of cash to its members.

Management of the Project.

The Project will be managed by the Company through EQUIALT, LLC, the Company's Manager.

Compensation and Fees to Manager.

The Manager will receive Management Fees as set forth in the Operating Agreement and described more fully below. (See "COMPENSATION AND FEES TO MANAGER AND AFFILIATES.")

No Tax Ruling.

The Company will not seek a ruling from the Internal Revenue Service (the "IRS") as to any aspects of the Offering and will rely on the opinion of the Manager and its legal counsel with respect to its classification as a limited liability company for Federal income tax purposes. (See "RISK FACTORS - TAX RISKS.")

Management and Control of the Company.

The Manager will be responsible for the management and control of the Company. EQUIALT, LLC will serve as the initial Manager.

Distributions to Investors.

The Manager does not anticipate cash distributions from operations of the Company. (See "SOURCES AND USES OF FUNDS.") Each Investor will receive payments pursuant to the terms of the Debentures.

Status of Investor.

Each Investor will be a creditor of the Company pursuant to the terms of the Debenture (See "EXHIBIT A.")

Further Investigation.

Statements contained in this Summary or elsewhere in the Private Placement Memorandum as to the contents of the other offering documents are not necessarily complete and each such statement is deemed to be qualified and amplified in all respects by the provisions of such agreements and documents, copies of which are either attached hereto or are available upon reasonable notice for examination by offerees, or their duly authorized representatives, at the office of the Manager, located at 10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145. Each offeree and his business and/or tax advisors are urged to examine all agreements and documents.

THE OFFERING

While this Offering is made to various parties, it is not a registered offering under Federal securities laws. This Offering is being made pursuant to the private offering exemption of Section 4(2) of the Act and/or Regulation D promulgated under the Act. This Offering is also being made in strict compliance with the applicable state securities laws. Each Investor must represent that he is acquiring his Debenture ("Securities") for investment purposes only and not with a view to resale or distribution. All Securities are offered subject to prior sale, when, as and if issued, and subject to the right of the

Manager to reject any subscription in whole or in part. The Company will only sell Securities to persons meeting its suitability standards, which the Company's Manager may determine in its sole and absolute discretion.

METHOD OF DISTRIBUTION

This Private Placement Memorandum summarizes a proposed transaction in which Investors will be entitled to hold a Debenture issued by EQUALT FUND II, LLC, a Nevada limited liability company.

The purpose of this Offering is to raise monies to enable the Company to purchase distressed real property and either derive rental income therefrom or dispose of the property for a profit.

Distribution of Securities.

These securities are being offered through the Company. There is no firm commitment for the purchase of any Securities. Sales of the Securities may be made to residents of Arizona, California, Florida and Nevada, and possibly in other jurisdictions, all in compliance with the laws of each jurisdiction.

RISK AND OTHER IMPORTANT FACTORS

Investment herein involves substantial risks. Investors should consider the risks mentioned elsewhere in this Private Placement Memorandum as well as the following matters:

Tax Risks.

A summary of Federal income tax provisions is included in this Memorandum. No representation or warranty of any kind is made by the Manager, the Company, counsel to the Manager or the Company with respect to any tax consequences relating to the Company, or the allocation of taxable income or loss set forth in this Memorandum and each Investor should seek his own tax advice concerning the purchase of a Debenture.

1. **Suitability of the Investment to the Investor.** It is expected that the Debenture will yield taxable income to its Investors.

2. **Federal Income Tax Risks.**

a. **Necessity of Obtaining Professional Advice.** THERE IS NO GENERAL EXPLANATION OF THE FEDERAL INCOME TAX ASPECTS OF INVESTMENT IN THE COMPANY CONTAINED IN THIS MEMORANDUM, AND ACCORDINGLY, EACH INVESTOR IS URGED TO CONSULT SUCH INVESTOR'S OWN TAX INVESTMENT AND LEGAL ADVISORS WITH RESPECT TO SUCH MATTERS AND WITH RESPECT TO THE ADVISABILITY OF INVESTING IN THE COMPANY. The income tax consequences of an investment in the Company are complex, subject to varying interpretations, and may vary significantly between Investors depending upon such personal factors such as sources of income, investment

portfolios and other tax considerations. A Prospective Investor should consider with his professional advisors the tax effects of his becoming a Debenture holder. Each Investor should, at his own expense, retain, consult with and rely on his own advisors with respect to the tax effects of his investment in the Company. In addition to considering the federal income tax consequences, each Investor should also consider with his own advisors the state and local tax consequences of an investment in the Company.

No representations are made as to any federal, state or local tax consequences resulting from an investment in the Company, and no assurances are given that any deduction or other federal income tax benefits will be available to Members in the Company in the current or future years.

b. Company Tax Status. Although the Manager believes that the Company will be treated as a partnership for federal income tax purposes, such treatment cannot be assured. The Manager reserves the right to convert the Company to a corporation if it is in the best interests of the Company to do so.

c. Tax Law Changes. The existence and amount of particular credits and deductions, if any, claimed by the Company may depend upon various determinations and allocations, characterizations of payments, and other matters which are subject to potential controversy on factual as well as legal grounds. Changes in the Code and official interpretations thereof after the date of this Memorandum may eliminate or reduce any perceived tax benefits from an investment in the Securities. There can be no assurance that regulations having an adverse effect on the creditors will not be issued in the future and enforced by the courts. Any modification or change in the Code or the regulations promulgated thereunder, or any judicial decision, could be applied retroactively to any investment in the Company. In view of this uncertainty, Investors are urged to consider ongoing developments in this area and consult their advisors concerning the effects of such developments on an investment in the Company in light of their own personal tax situations.

d. Absence of Ruling or Opinion. The Company will not seek a ruling from the IRS or an opinion of counsel with respect to any tax matters described in this Memorandum.

Operating Risks.

1. Risk of Interpretation of Real Estate Documents and Agreements. There are certain risks in connection with any real estate acquisition resulting from the drafting and subsequent interpretation of mortgages, deeds, leases, purchase agreements, management contracts, et cetera. Any documents describing the Property or the legal relations thereto could be subject to various interpretations and potential disputes. While legal counsel may review certain legal documents, it is impossible to prevent and be secured against such various differing interpretations.

2. Risks of Real Estate Ownership. Real estate is not readily marketable. It is fixed in location and is subject to adverse social and economic changes and uses. Carrying costs may increase beyond the levels sustainable.

3. Results of Operations - Possible Operating Deficits. This Memorandum and the attached Financial Projections are based upon projected results which may be greater than results obtained from actual operations. Actual results may differ adversely for a number of reasons; including, but not

limited to, the possibility of increases in entitlement costs, losses due to structural-related deficiencies and real estate taxes, which cannot be fully recovered through increased property values and other revenues, softness in the demand for land due to changing socio-economic conditions in the area in which the Property is located and competition among other real estate development projects in the area.

Following the Offering, the Company may be subject to rising operating costs, although the Company does not anticipate significant operating costs. (See "FINANCIAL PROJECTIONS - SOURCES AND USES OF CASH".) However, there is no assurance that these funds will be adequate. Additional capital may be raised by the Company.

4.Risk of Financing and Potential Foreclosure on Mortgage Loan. A mortgage loan may be secured by the Property. The risk of foreclosure can arise from, among other things, the failure by the Company to meet any of the other various conditions existing in the mortgage loan documents.

Payment of principal and interest on the mortgage loan will be due on a monthly basis. It is anticipated that these payments will be met by the Company from its initial capital and revenue sources. No assurance can be given that the funds generated by the initial capital or revenue will be sufficient to meet the monthly payments.

5.Risk of Failure to Obtain Loan. Although the Company does not intend to secure a loan to purchase the Property, such a loan could be secured by the Property. In the event of a default on the loan, the lender could foreclose upon the Property.

6.Dependence Upon Issuer. The Manager has full discretion in the management of the Project and in the management and control of the affairs of the Company, including the authority to sell less than all or substantially all of the Company's assets for whatever consideration it deems appropriate. Except upon the sale of all or substantially all of the Company's assets, the sale of such assets will not result in the dissolution of the Company. The sale of all or substantially all of the Company's interests in the Property will result in the dissolution of the Company.

The success of the operations of the Company will be dependent in large measure on the judgment and ability of the Manager.

7.Dependability of Assumptions. The description of the contemplated results of the operations of the Company described in this Memorandum are based on various assumptions concerning many facts over which the Company has no control, including, without limitation:

- (a) The continuing advantages of certain provisions of the Federal Income Tax laws and of certain local tax laws; and
- (b) The management capabilities of the Manager.

8.Conflicts of Interest. The Manager and its affiliates are not required to devote themselves exclusively to the affairs of the Company. Further, the Manager and its affiliates may own real estate in the same market as the Property. The Manager and its affiliates may have a conflict of interest in the ownership of these other properties and in allocating management, services and functions between this Company and their other present and future interests. The Manager and its affiliates believe that they

have sufficient time and staff to be fully capable of discharging their responsibilities to the Company and to any other present or future activities.

9.Limited Transferability. The Securities have not been registered under the Act, or under the securities laws of any state, but are being offered and sold in reliance upon exemptions from registration thereunder, including the exemptions from federal registration contained in Section 4(2) of the Act and/or Regulation D, Rule 506 promulgated thereunder. As a consequence of the restrictions on subsequent transfer imposed by these exemptions, the Securities may not be subsequently sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by the holder thereof, whether or not for consideration, except in compliance with the Act and applicable state securities laws. There will be no public market for the Securities following termination of this Offering and it is not expected that a public market for the Securities will ever develop.

10.Company's Redemption Option. The Company has the legal right, but not the obligation, to repurchase the Debentures prior to their maturity date.

11.Management Decisions. The Manager is vested with the exclusive authority as to the management and conduct of the business and affairs of the Company. The success of the Company depends, to a large extent, upon the management decisions made by the Manager.

12. Best Efforts Offering. The Company will utilize proceeds of the Offering as and when received. No escrow account has been established for this Offering.

CONSULT YOUR OWN ATTORNEY, ACCOUNTANT AND/OR FINANCIAL CONSULTANT FOR AN EVALUATION OF THE MERIT OF AND THE RISKS INHERENT IN THIS INVESTMENT. EACH PROSPECTIVE INVESTOR IS RESPONSIBLE FOR ANY FEES OR CHARGES INCURRED IN CONNECTION WITH SUCH AN EVALUATION.

SOURCES AND USES OF FUNDS

The Company is offering up to Twenty Million Dollars in Debentures.

The funds received will be used to purchase, own, improve and/or sell real property.

PROJECTED SOURCES AND USES OF CASH

The Company's sources and uses of capital are set forth below:

SOURCES:		
	Debentures:	\$20,000,000
USES:		
	Working Capital (i.e., investments in real property)	19,500,000
	Accounting and Tax Preparation	50,000
	Legal	50,000
	Investor Relations and Communications Expenses	200,000
	Marketing and Sponsorships	100,000
	Miscellaneous Expenses and Reserves	100,000
		\$20,000,000

Pursuant to this Offering, the Company is raising debt financing of up to \$20,000,000. It is not anticipated that the Company will require additional capital beyond that mentioned above. However, if additional capital is needed, the Manager may seek additional capital through means determined by it.

Because any projection of the future is subject to uncertainties, actual results could vary significantly from those estimated. All uses of proceeds are estimated and subject to change.

COMPENSATION AND FEES TO THE MANAGER

The Manager shall be exclusively responsible for the management and control of the operations of the Company. The Manager shall be reimbursed for any direct funds or expenses advanced by it prior to or after formation of the Company to the extent that such expenses are incurred or paid directly on behalf of the Company. The Manager shall be entitled to a management fees as set forth in the governing documents of the Company.

THE PROJECT

The Company plans to purchase distressed real property in opportunistic markets, such as Tampa, Florida. The Company may “flip” these properties or hold them for investment, in the Manager’s sole and absolute discretion. The Company may use some of its capital to engage in lending activities when risk management and income analysis deem appropriate. We anticipate that the principal amount of real estate loans generally will be in the range of approximately \$25,000 to \$1 million. Our loans may be secured by a deed of trust, mortgage, or other form of security. Generally, any such loan transaction will have a term of two months to two years, and may be extended at the manager’s discretion. We anticipate that substantially all of the loans to be invested in or purchased will require the borrower to make a balloon payment on the principal amount upon maturity of the loan either by sale of the property/project and/or its units, by refinance, or other means which we will attempt to establish before funding. From time to time, opportunities may arise in which the Company may be able to participate in opportunistic real estate related activity with other entities or individuals. These opportunities will be evaluated in a like manner by the Manager

MANAGEMENT OF THE PROJECT

The Manager is EQUIALT, LLC. The Manager shall manage the Company. As such, the Manager has the power and authority, on the Company's behalf and in its name, to manage, administer, and operate the Company's day-to-day business affairs, and to do or cause to be done on behalf of the Company anything necessary or appropriate for the same, including but not limited to the powers and authority set forth in the Agreement. The Manager's power and authority is subject to the limitations set forth in the Agreement. The Manager shall serve as Manager until its successor is appointed by the Company's members as provided in the Agreement. The Manager may delegate its duties to others.

COMPANY INVESTMENT OBJECTIVES AND POLICIES

The primary investment objective of the Company is to purchase distressed real property in the U.S. and derive economic benefit through a resale or lease.

COMPETITION

There is significant competition in the distressed real property markets referenced herein, and other competitors may enter the field.

MANAGER

EQUIALT, LLC, a Nevada limited liability company organized in 2011, serves as the Manager.

The principals involved in the project are as follows:

Brian Davison – Chief Executive Officer

Brian Davison's real estate career began in 1994, in North County San Diego. He has the hands-on experience in a variety of functions in the real estate and mortgage industries: encompassing management loan renegotiation and customer retention at a publicly traded REIT, regional Vice President of a private residential mortgage company, the broker-owner of a multi-state branch correspondent residential loan origination company with in-house underwriting and outbound marketing support system, and Vice President of a private lending company. Brian has held real estate and/or mortgage broker licenses in California, Nevada, and Florida, with additional work in the Arizona and Colorado markets. Brian has facilitated over \$1.5 billion in mortgage and real estate transactions, is an active investor in a variety of markets and is host of an investor radio show "The Cash Flow Show" and author of investor risk management book "The Top 10 Pitfalls of Trust Deed Investing". In early 2009, he founded and sold Invest REO LLC dba The Cash Flow Store, an opportunistic distressed real estate investment company. He currently holds a State of Nevada Real Estate License.

Barry M. Rybicki — President - Arizona Operations

Barry has over 14 years of experience in real estate lending. He has lived in Phoenix, Arizona, for the past 21 years, originally coming to Arizona from Nebraska to attend Arizona State University where he majored in Accounting and minored in Marketing. He served as President to a bank in Arizona, and managed a \$10,000,000 line of credit. This capacity required; real estate evaluation, risk management, customer service, underwriting, appraisal review. He has handled over \$540,000,000.00 in residential deeds of trust in the Phoenix market and continues to have an overall understanding of the residential sectors inside of Maricopa County. Barry also served as Vice President for Cole Management LLC, where he gained significant experience in originating, structuring and negotiating deals, developing and implementing business strategies, assessing market and competitive issues, and raising capital from debt and equity providers. He remains actively involved in the community donating his time to Coach youth sports and is currently the Treasurer of Pinnacle High Schools' Boys Soccer Team.

Andre Sears – President, Business Development and Marketing

Andre is a native of Las Vegas and has spent most of his professional career in the financial/investment field. Andre brings more than ten years of financial expertise to EquiAlt. Prior to joining the team of professionals at CFS, he served as Vice President of Business Development for a local bank and as Private Client Manager for a private real estate investment company. Andre performed his undergraduate studies at Boise State University and is a graduate of the Investment Banking Institute of California. Sears has gained financial experience in business planning and development, commercial real estate evaluation, customer service, sales, and marketing as well as financial goal implementation. Andre's career success can be directly attributed to his ability to educate his clients, help them clarify and prioritize their financial goals, implement a plan of action and then follow up with timely and effective ongoing client service. Mr. Sears is often a guest speaker for association and community groups on various financial topics.

Andre's strong commitment to give back to his community is demonstrated through his volunteer activities. Mr. Sears currently serves on the Board of Trustees for the Southern Nevada Leukemia and Lymphoma Society (LLS) where he is "Relentless in finding a cure...". In 2008, Mr. Sears served as Corporate Walk Chairman for the Southern Nevada Light the Night Walk for the LLS and has accepted the invitation to do so again in 2009. Andre also volunteers his time with the YMCA and Boys and Girls Clubs.

Zolt Szorenyi – Business Development, Market Analysis

President of Developers Marketing Solutions and a licensed real estate agent in Las Vegas since 1997, Zolt has been actively involved in selling residential and commercial real estate. His experience is ranging in Resale and New Construction Single Family and Attached products, Representing and Negotiating for Buyers and Sellers on private and corporate levels, Industrial and Multi Family Commercial products. From April of 2004 to August of 2006 he was the Chief Operating Officer of one of the largest Real Estate Marketing and Sales Firms in Las Vegas. During that time, Zolt was personally involved with the marketing and sales of over 20 developments in the Las Vegas area which totaled over 7,000 homes. Zolt founded Developers Marketing Solutions in 2006. He has

put together a team of experienced professionals that includes specialists in market research and reporting, business development, marketing plans and budgeting, sales training and management, escrow management, project management and sales strategies through networks throughout the US. Since April of 2008, Zolt has launched the Trustee Sale and Foreclosure acquisition department. Annually, Developers Marketing Solutions finds and purchases 300-400 homes for individual investor's purchases.

Jim McMillan, MBA – Business Development, Investment Research

Vice President of Developers Marketing Solutions and a graduate from the University of Nevada Las Vegas with a Masters Degree in Business and a Bachelors Degree from Brigham Young University and as a licensed real estate agent in Las Vegas since 2004, Jim has analyzed and researched multiple properties for real estate business development. He has worked on dozens of communities over the years that go under his microscopic process which includes product analysis; project development and analysis; market trends, research and reporting; database creation and implementation. Currently with the Trustee Sales, Jim is instrumental in analyzing and researching each property as well as title research in finding the best investment opportunities for our investors.

Marc Cardwell – Business Strategy and Development

While attending the University of Southern California Mr. Cardwell worked full time as an Equities Analyst for investment bank Van Kasper and Company (since acquired by Wells Fargo) and merchant banker W.E. Meyers. Upon completing his B.S. in Finance he went to work for The Dewey Consulting Group where he rose to Vice President and co-managed both The Conti Mortgage Securitization Conduit, as well as the Southern Pacific Funding Securitization Conduit. While there he also specialized in Mergers and Acquisitions of Sub Prime mortgage companies, and completed six deals on behalf of its clients. He then founded American Lending Group which was profitably sold in 2002, but remained as a part-time consultant until 2004. He also has consulted to various public and private mortgage banks, brokerages and hard money lenders in the areas of: risk analysis, secondary marketing, mergers and acquisitions, and converting mortgage brokers into bankers. In particular he consulted exclusively to a public REIT that specialized in hard money lending for a period of two years, where he helped them create new guidelines and refined risk based pricing as well as establishing a new subprime banking division. In addition to his involvement in the mortgage industry he owns a check cashing store, a smog test shop, and has developed residential properties.

CONFLICTS OF INTEREST

The Company is subject to various existing and/or potential conflicts of interest arising out of its relationship with the Manager and/or its affiliates. These conflicts may involve:

(a) Allocation of Manager's Activities. The Manager and/or its affiliates serve and may serve in such capacity in other limited partnerships, limited liability companies, corporations or entities which will compete with the activities of the Company. The Manager and/or its affiliates may have conflicts of interest in allocating management, time, services and functions between other limited partnerships or ventures and this Company as well as any future limited partnerships or limited liability companies. The Manager believes that, together with its affiliates and any employees or agents which

may be retained in the future, it has sufficient staff to be fully capable of discharging its responsibilities to this Company and any other present or future limited partnerships, limited liability companies, corporations or entities. (See "THE MANAGER.")

The Agreement provides that no contract, action or transaction is void or voidable with respect to the Company because it is between or affects the Company and one or more of its Members, managers, or officers or because it is between or affects the Company and any other person in which one or more of its Members, managers or officers are Members, managers, directors, trustees, or officers or have financial or personal interest, or because one or more interested Members, managers or officers participate in or vote at the meeting that authorizes the contracts, action, or transaction, provided certain circumstances apply.

(b) Compensation to Manager. This Offering involves compensation and benefits to the Manager and other affiliates.

The Manager believes that the fees that the Company intends to pay are reasonable, in light of the tasks and risks undertaken, and will result in substantial benefits to the Company, its member(s) and its Debenture holders.

(c) Lack of Independent Counsel. The prospective Investors and the Company have not had separate legal counsel in connection with the formation of the Company, the acquisition of the Property and the offering of the Securities; Investors should seek their own independent counsel.

(d) Liability of Members and Managers. Applicable state law and the Agreement provide that the debts, obligations and liabilities of the Company, however or wherever arisen or derived, shall be solely those of the Company, and no Member of the Company shall be personally liable for the same to third parties solely by reason of his or her status as a Member, and that the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs shall not be grounds for imposing personal liability on Members for liabilities or obligations of the Company.

STANDARD OF CARE; INDEMNIFICATION

1. Standard of Care of Manager. Nevada law provides that a manager of a limited liability company shall perform his duties as a manager in good faith, in a manner he reasonably believes to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances. This is in addition to the several duties and obligations of and limitations on the Manager as set forth in the Agreement. To impose liability on a manager, however, it must be shown by clear and convincing evidence that the standard of care was not met by the Manager.

It should be noted that the cost of litigation against the Manager for enforcement of the standard of care may be prohibitively high and that any judgment obtained may not be collectible since the Manager is not bonded and any judgment exceeding its net worth may not be collectible. An investment decision should be based on the judgment of an Investor as to the investment factors described in this

Memorandum rather than reliance upon the value of the right to bring legal actions against or to control the activities of the Manager.

Notwithstanding the standards of care obligations, the Manager has broad discretionary power under the terms of the Operating Agreement and under applicable state law to manage the affairs of the Company with the assistance, if desirable, of consultants or others retained for the account of the Company or the Manager. Generally, actions taken by the Manager are not subject to vote or review by the Members, except to the limited extent provided in the Agreement.

2. Indemnification. The Agreement provides that the Company may, to the fullest extent not prohibited by the Agreement or any provisions of applicable law indemnify the Manager and/or Project Manager against any and all costs and expenses (including amounts paid in settlement, and other disbursements) actually and reasonably incurred by or imposed upon such person in connection with any action, suit, investigation or proceeding (or any claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, including any settlements thereof or any appeal therein, with respect to which the Manager is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been the Manager of the Company or, at the direction or request of the Company, a manager, director, trustee, officer, employee, or agent of or fiduciary for any other limited liability company, corporation, partnership, trust, venture, or other entity or enterprise.

Because there are provisions in the Agreement for indemnification of the Manager, purchasers of Securities may have a more limited right of action than they would have absent such provision in the Agreement. Insofar as indemnification for liabilities arising out of the Act may not be provided to directors, officers and controlling persons pursuant to the foregoing, or otherwise, the Manager has been advised that in the opinion of the U.S. Securities and Exchange Commission, such indemnification is contrary to public policy and is, therefore, unenforceable.

RESTRICTIONS ON TRANSFER

The Securities have not been registered under the Act. The Securities are being offered and will be sold in the absence of any registration under the Act, by reason of an exemption under Section 4(2) and/or Regulation D promulgated under the Act. The availability of such exemption is dependent, in part, upon the "investment intent" of each Investor and will not be available if any Investor purchases a Debenture with a view toward its distribution. Accordingly, each Investor will be required to acknowledge that his purchase is being made for investment, for his own record and beneficial account, and without any view to the distribution thereof. A Debenture may not be resold by a Member unless and until it is subsequently registered under the Act and applicable state securities laws or unless appropriate exemptions from registration are available.

Investors have not been, and will not be, granted the right to require the registration of the Securities under the Act and applicable state securities laws. Moreover, the Company has no intention to register the Securities under federal securities laws (or to take any action to make exemptions from registration on resale or transfer available to the Investors) and, in view of the nature of the transaction, it is highly unlikely that there will be any such registration (or such action taken) at any time in the future. Accordingly, an Investor must bear the economic risk of an investment in a Debenture for an indefinite period of time.

EXHIBIT A

FORM OF DEBENTURE

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE, AND IS ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR RE-SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

9% DEBENTURE

\$25,000.00

October 26, 2017

FOR VALUE RECEIVED, the undersigned, EquiAlt Fund II, LLC, a Nevada limited liability company having an address of 10161 Park Run Drive, Suite 150, Las Vegas, NV 89145 ("Maker"), promises to pay to the order of James M. Conley having an address of 499 Lookout Pointe, Walsenburg, CO 80109 ("Holder"), the principal sum of Twenty Five Thousand and NO/100 Dollars (\$25,000.00) (the "Principal Amount"), together with interest on the unpaid Principal Amount thereof computed from the date hereof (the "Commencement Date"), at the rates provided herein, on the Maturity Date defined in Section 1 hereof.

1. Maturity. The Principal Amount and any unpaid interest due under this debenture (the "Debenture") shall be due and payable on October 26, 2020 (the "Maturity Date").

2. Interest Rate and Payments. Interest hereunder shall accrue as follows:

(a) From the Commencement Date, interest shall accrue on the unpaid Principal Amount at the rate of Nine and No/100 percent (9.00%) per annum.

(b) The Maker shall pay to Holder monthly interest payments, commencing December 1, 2017 (the "Commencement Date"). Each payment hereunder shall be credited first to Holder's unpaid interest, and the balance, if any, to the reduction of the Principal Amount.

3. Prepayment. This Debenture may be prepaid in whole or in part at any time, without penalty or premium, it being understood and agreed that, except as expressly provided herein, Maker shall not be entitled, by virtue of any prepayment or otherwise, to a refund of interest, any other fees, points, charges and the like paid by Maker to Holder in connection with his Debenture.

4. Waiver. Maker hereby waives all demands for payment, presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, demand for

payment, protest, notice of protest and notice of dishonor, to the extent permitted by law. Maker further waives trial by jury. No extension of time for payment of this Debenture or any installment hereof, no alteration, amendment or waiver of any provision of this Debenture and no release or substitution of any collateral securing Maker's obligations hereunder shall release, modify, amend, waive, extend, change, discharge, terminate or affect the liability of Maker under this Debenture.

5. Default and Remedies. At the election of the holder of this Debenture, all payments due hereunder may be accelerated, and this Debenture shall become immediately due and payable without notice or demand, upon the occurrence of any of the following events (each an "Event of Default"): (1) Maker fails to pay on or before the date due, any amount payable hereunder; (2) Maker fails to perform or observe any other term or provision of this Debenture with respect to payment; or (3) Maker fails to perform or observe any other term or provision of this Debenture, which default is not cured within sixty (60) days of receipt of written notice. In addition to the rights and remedies provided herein, the holder of this Debenture may exercise any other right or remedy in any other document, instrument or agreement evidencing, securing or otherwise relating to the indebtedness evidenced hereby in accordance with the terms thereof, or under applicable law, all of which rights and remedies shall be cumulative.

Any forbearance by the holder of this Debenture in exercising any right or remedy hereunder or under any other agreement or instrument in connection with the Debenture or otherwise afforded by applicable law, shall not be a waiver or preclude the exercise of any right or remedy by the holder of this Debenture. The acceptance by the holder of this Debenture of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the right of the holder of this Debenture to require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

6. Assignment of Debenture. If this Debenture is transferred in any manner by Holder, the right, option or other provisions herein shall apply with equal effect in favor of any subsequent holder hereof, provided, however, that any assignment by Holder must comply with applicable Federal and state securities laws, and Maker shall be entitled to demand an opinion of counsel opining that any transfer will comply with said laws.

7. Waiver of Offset. By its acceptance of Holder's funds and execution of this Debenture, Maker acknowledges, agrees and confirms that, as of the time of signing, it has no defense, offset or counterclaim for any occurrence in relation to this Loan.

8. Acceptable Currency. All payments of principal and interest hereunder are payable in lawful money of the United States of America.

9. Joint and Several Obligations. If more than one person signs this Debenture, each person signs as a Maker, unless otherwise stated and shall be fully, jointly, severally and personally obligated to keep all of the promises made in this Debenture, including the promise to pay all sums due and owing.

10. Miscellaneous. This Debenture shall be binding on the parties hereto and their respective heirs, legal representatives, executors, successors and assigns. This Debenture shall

be construed without any regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted. This Debenture shall be exclusively governed by the laws of the State of Nevada without regard to choice of law consideration. Maker hereby irrevocably consents to the jurisdiction of the courts of the State of Nevada and of any federal court located in Nevada in connection with any action or proceeding arising out of or relating to this Debenture. This Debenture may not be changed or terminated except upon the prior written agreement of the Holder. A determination that any portion of this Debenture is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Debenture to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision to the extent legally permissible and otherwise as it may apply to other persons or circumstances.

11. Jury Waiver. MAKER AGREES THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT BY MAKER OR THE HOLDER OF THIS DEBENTURE ON OR WITH RESPECT TO THIS DEBENTURE OR THE DEALINGS OF THE PARTIES WITH RESPECT HERETO OR THERETO, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. MAKER AND HOLDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. MAKER ACKNOWLEDGES AND AGREES THAT AS OF THE DATE HEREOF THERE ARE NO DEFENSES OR OFFSETS TO ANY AMOUNTS DUE IN CONNECTION WITH THE LOAN. FURTHER, MAKER WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER, IN ANY SUCH SUIT, ACTION OR PROCEEDING, ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. MAKER ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS DEBENTURE AND THAT HOLDER WOULD NOT EXTEND CREDIT TO MAKER IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS DEBENTURE.

[Remainder of this page intentionally blank.]

IN WITNESS WHEREOF, the Maker has executed this Debenture on the date first above written.

MAKER:

EquiAlt Fund II, LLC
a Nevada limited liability company

By: EquiAlt, LLC
a Nevada limited liability company
its Manager

By: M Antonio - Sears

Name: Maria Antonio-Sears

Title: EquiAlt Fund II Administrative Manager

EXHIBIT B

OFFEREE SUITABILITY QUESTIONNAIRE

Name of Prospective Purchaser(s): James M. Conley
(Please Print)

State of Domicile: CO



PROSPECTIVE PURCHASER QUESTIONNAIRE

INSTRUCTIONS: IN ORDER TO INVEST IN EQUIALT FUND II, LLC, YOU MUST COMPLETE THIS INVESTOR QUESTIONNAIRE BY FILLING IN THE INFORMATION CALLED FOR, CHECKING THE APPROPRIATE BOXES, AND SIGNING AT PAGE 3. THEN, YOU MUST COMPLETE THE SUBSCRIPTION AGREEMENT BY DESIGNATING THE NUMBER OF UNITS TO BE PURCHASED, PROVIDING THE INFORMATION REQUIRED AND SIGNING. NO SUBSCRIPTION IS EFFECTIVE UNTIL ACCEPTED BY THE COMPANY.

CONFIDENTIALITY: THE INFORMATION THAT YOU PROVIDE WILL BE USED SOLELY FOR PURPOSES OF MAKING VARIOUS DETERMINATIONS IN CONNECTION WITH THE COMPANY'S COMPLIANCE WITH APPLICABLE SECURITIES LAWS. NO FINANCIAL INFORMATION DISCLOSED HEREIN WILL BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSES OTHER THAN SUCH LEGAL DETERMINATIONS BY THE COMPANY AND ITS LEGAL COUNSEL.

EQUIALT FUND II, LLC

PROSPECTIVE PURCHASER QUESTIONNAIRE

TO: EQUIALT FUND II, LLC
10161 Park Run Drive, Suite 150
Las Vegas, Nevada 89145

Ladies and Gentlemen:

In connection with the proposed purchase of **9% debentures** (the "Securities") issued by EquiAlt Fund II, LLC (the "Company"), the undersigned hereby represents as follows:

1. **Representations as to Accredited Investor Status.** The undersigned has read the definition of "Accredited Investor" from Rule 501 of Regulation D attached hereto as "***Exhibit A***", and certifies that either (check only one):

- A. ☐ The undersigned is an "Accredited Investor" for one or more of the following reasons (check all that apply):
- ☐ The undersigned is an individual (not a partnership, corporation, etc.) whose individual net worth, or joint net worth with his or her spouse, presently exceeds \$1,000,000, exclusive of the undersigned's primary residence;
 - ☐ The undersigned is an individual (not a partnership, corporation, etc.) who had an income in excess of \$200,000 in each of the two most recent years, or joint income with their spouse in excess of \$300,000 in each of those years (in each case including foreign income, tax exempt income and full amount of capital gains and losses but excluding any income of other family members and any unrealized capital appreciation) and has a reasonable expectation of reaching the same income level in the current year;
 - ☐ The undersigned is a director or executive officer of the Company, which is issuing and selling the Securities;
 - ☐ The undersigned is a corporation, partnership, business trust, or non-profit organization within the meaning of Section 501(c)(3) of the Internal Revenue Code, in each case not formed for the specific purpose of acquiring the Securities and with total assets in excess of \$5,000,000;

(describe entity)

- ☐ The undersigned is a trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the Securities, where the purchase is directed by a "sophisticated person" as defined in Regulation 506(b)(2)(ii);
- ☐ The undersigned is an entity all the equity owners of which are "Accredited Investors" within one or more of the above categories. If relying upon this Category alone, each equity owner must complete a separate copy of this Agreement;

(describe entity)

- B. ☒ The undersigned is not an "Accredited Investor." However, the undersigned represents and warrants the following:

The undersigned is an individual whose individual net worth, or joint net worth with his or her spouse, if applicable, is approximately \$650,000.00 _____;

The undersigned had an income of approximately \$60,000.00 _____ in 2017, and has a reasonable expectation of earning an annual income of approximately \$60,000.00 _____ in the current year.

2. **Entity Type.** The undersigned is (check only one):

- ☒ An individual
- ☐ A corporation
- ☐ A partnership
- ☐ A trust
- ☐ Other:

3. **Tax I.D. Number.** The social security number or federal tax I.D. number of the undersigned is:
409-88-3663 _____.

4. **Address.** The address of the undersigned is:

499 Lookout Pointe _____
Walsenburg, CO 80109 _____

The phone, fax and contact person (if an entity) are as follows:

Phone: 719-695-2108

Fax: _____

Contact: James M. Conley

5. **Investment Intent.** By the execution of this questionnaire, the undersigned represents to the Company that the undersigned: (a) understands that the offering of the Securities has not been and will not be registered under the Securities Act of 1933, as amended, or state securities laws, by reason of claimed exemptions under the provisions of such laws which depend, in part, upon the undersigned's investment intention, (b) is purchasing or would purchase the Securities for the undersigned's own account for investment and not with a view toward the resale or distribution to others, and (c) was not formed for the specific purpose of purchasing securities of the Company.

The foregoing representation is true and accurate as of the date hereof and shall be true and accurate as of the date of Closing. If in any respect such representation shall not be true and accurate prior to Closing, the undersigned shall give immediate notice of such fact to the management of the Company.

* Dated: 7 Oct 2017

Very truly yours,

James M. Conley

Print Name of Investor

Print Name of joint investor or other person
whose signature is required

* x James M. Conley
Signature

Signature

Investor
Print Title (if applicable)

Print Title (if applicable)

EXHIBIT A

Rule 501. Definitions and Terms Used in Regulation D.

As used in Regulation D, the following terms have the meaning indicated:

- (a) **Accredited Investor.** “Accredited Investor” shall mean any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:
- (1) Any bank as defined in section 3(a)(2) of the Act or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; insurance company as defined in Section 2(13) of the Act; investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act; Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000; or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
 - (2) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940;
 - (3) Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
 - (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
 - (5) Any natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;
 - (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
 - (7) Any trust with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii); and
 - (8) Any entity in which all of the equity owners are accredited investors.

[Remainder omitted]

EXHIBIT C

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT
FOR
EQUIALT FUND II, LLC
a Nevada limited liability company

THIS SUBSCRIPTION AGREEMENT (the "Agreement") is made by and among EQUIALT FUND II, LLC, a Nevada limited liability company (the "Company" or the "Fund"), and the individuals and/or entities purchasing the debentures hereunder (individually, a "Subscriber" and collectively, the "Subscribers").

WHEREAS, the Company desires to issue up to \$20 million in unsecured promissory notes (each, a "Debenture," and collectively, the "Offering") to certain accredited investors, as that term is defined in Rule 501 of Regulation D as promulgated under the Securities Act of 1933, as amended (the "Act"), and up to thirty-five (35) non-accredited investors;

WHEREAS, the Subscriber has been furnished with a copy of the Company's offering documents, including this Agreement, a Prospective Purchaser Questionnaire, a Private Placement Memorandum, and the form of debenture to be issued under this Offering, as the same may have been amended or supplemented from time to time (collectively, the "Offering Documents"); and

WHEREAS, the Subscriber desires to purchase that value of Debentures of the Company set forth on the signature page hereof on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual representations and covenants set forth herein, the parties agree as follows:

1. Purchase and Sale of Debentures.

1.1 Sale and Issuance of Debentures. Subject to the terms and conditions of this Agreement, the Subscribers agree to purchase at the closing (as described below) and the Company agrees to sell and issue to the Subscribers at the closing an aggregate of up to Twenty Million Dollars (\$20 million) in unsecured promissory notes.

1.2 Company Reservation of Rights to Terminate or Deny. The Company reserves the right to refuse all or part of any or all subscriptions. Furthermore, no subscription shall be effective until accepted and executed by the Company, and the Company shall have the right, in its sole discretion, for any reason or for no reason, to refuse any potential Subscribers.

2. Closing and Delivery. The purchase price for the Debentures is payable by check or wire transfer payable to the Company or its designee.

3. Representations and Warranties of the Company. The Company hereby represents and warrants to the Subscribers that:

3.1 Organization, Good Standing and Qualification. The Company is a

limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business in each jurisdiction in which the failure so to qualify would have a material adverse effect on its business or properties.

3.2 Authorization. All action on the part of the Company, its members and managers, necessary for the authorization, execution and delivery of this Agreement and the issuance of the Debentures, the performance of all obligations of the Company hereunder and thereunder has been taken or will be taken prior to the Closing, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms.

3.3 Valid Issuance. The Debentures, when issued and delivered in accordance with the terms hereof for the consideration expressed herein or therein, will be duly and validly issued and fully-paid and non-assessable. Based in part upon the representations of the Subscribers in this Agreement and subject to the completion of the filings referenced in Section 3.4 below, the Debentures will be issued in compliance with all applicable federal and state securities laws.

3.4 Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the consummation of the transactions contemplated by this Agreement, except for the federal and state securities law filings to be made by the Company as necessary.

3.5 Litigation. There is no action, suit, proceeding or investigation pending or currently threatened against the Company that questions the validity of this Agreement, or the right of the Company to enter into this Agreement, or to consummate the transactions contemplated hereby, or that might result, either individually or in the aggregate, in any material adverse changes in the assets, condition, affairs or prospects of the Company, financially or otherwise, or any change in the current equity ownership of the Company, nor is the Company aware that there is any basis for the foregoing. The Company is not a party or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company intends to initiate.

3.6 Compliance with Other Instruments. The Company is not in violation or default of any provisions of its Articles of Organization or Operating Agreement or of any instrument, judgment, order, writ, decree or contract to which it is a party or by which it is bound or, to its knowledge, of any provision of federal or state statute, rule or regulation applicable to the Company. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby, will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, order, writ, decree or contract or an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company.

3.7 Disclosure. The forward-looking statements, including financial projections, contained in the Offering Documents were prepared in good faith; however, the Company does not warrant that such statements will ultimately become true. In addition to the foregoing, the Company restates as if rewritten herein the Risk Factors set forth in the Offering Documents and Schedule II attached hereto. **Each Subscriber must initial the Risk Factors enumerated on Schedule II to acknowledge that the Subscriber has read these important disclosures.**

3.8 Commissions. The Company may pay commissions of up to fourteen percent (14%) to licensed broker/dealers or finders in connection with this Offering. Any such payments will be made in compliance with applicable federal and state securities laws.

4. Representations and Warranties of the Subscribers. Each Subscriber hereby severally and not jointly represents and warrants to the Company that:

4.1 Risk. The Subscriber recognizes that the purchase of Debentures involves a high degree of risk in that (i) the Company may make investments in other companies, including distressed notes; (ii) an investment in the Company is speculative, and only investors who can afford the loss of their investment should consider investing in the Company and the Debentures; (iii) the Subscriber may not be able to liquidate his, her or its investment for several years; and (iv) transferability of the Debentures is limited.

4.2 Investment Experience. The Subscriber hereby acknowledges and represents that the Subscriber has prior investment experience, including investment in non-listed and unregistered securities, or the Subscriber has employed the services of an investment advisor, attorney and/or accountant to read all of the documents furnished or made available by the Company both to the Subscriber and to all other prospective investors in the Debentures and to evaluate the merits and risks of such an investment on the Subscriber's behalf.

4.3 Due Diligence. The Subscriber hereby acknowledges receipt and careful review of the Offering Documents, as supplemented and amended, and the attachments and exhibits thereto all of which constitute an integral part of the Offering Documents, and hereby represents that the Subscriber has been furnished by the Company during the course of this transaction with all information regarding the Company which the Subscriber has requested or desired to know, has been afforded the opportunity to ask questions of and receive answers from duly authorized managers, officers or other representatives of the Company concerning the terms and conditions of the offering and has received any additional information which Subscriber has requested. The Subscriber acknowledges that the Subscriber is relying upon the Offering Documents and not relying upon any prior documents prepared by the Company.

4.4 Protection of Interests; Exempt Offering. The Subscriber hereby represents that the Subscriber either by reason of the Subscriber's business or financial experience or the business or financial experience of the Subscriber's professional advisors (who are unaffiliated with and who are not compensated by the Company or any affiliate of the Company, directly or indirectly) has the capacity to protect the Subscriber's own interests in connection with the transaction contemplated hereby. The Subscriber hereby acknowledges that the offering has not been reviewed by the United States Securities and Exchange Commission

(the “SEC”) because of the Company’s representations that this is intended to be exempt from the registration requirements of Section 5 of the Act. The Subscriber agrees that the Subscriber will not sell or otherwise transfer the Debentures unless they are registered under the Act or unless an exemption from such registration is available.

4.5 Investment Intent. The Subscriber understands that the Debentures have not been registered under the Act by reason of a claimed exemption under the provisions of the Act which depends, in part, upon the Subscriber’s investment intention. In this connection, the Subscriber hereby represents that the Subscriber is purchasing the Debentures for the Subscriber’s own account for investment and not with a view toward the resale or distribution to others. The Subscriber, if an entity, was not formed for the purpose of purchasing the Debentures.

4.6 Restricted Debentures. The Subscriber understands that there currently is no public market for any of the Debentures and that even if there were, Rule 144 promulgated under the Act requires, among other conditions, a holding period prior to the resale (in limited amounts) of securities acquired in a non-public offering without having to satisfy the registration requirements under the Act. The Subscriber understands and hereby acknowledges that the Company is under no obligation to register the Debentures under the Act or any state securities or “blue sky” laws. The Subscriber consents that the Company may, if it desires, permit the transfer of the Debentures out of the Subscriber’s name only when the Subscriber’s request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the Act or any applicable state “blue sky” laws (collectively, the “Securities Laws”). The Subscriber agrees to hold the Company and its members, managers, officers, employees, controlling persons and agents and their respective heirs, representatives, successors and assigns harmless and to indemnify them against all liabilities, costs and expenses incurred by them as a result of any misrepresentation made by the Subscriber contained in this Agreement or any sale or distribution by the Subscriber in violation of the Securities Laws. The Subscriber understands and agrees that in addition to restrictions on transfer imposed by applicable Securities Laws, the transfer of the Debentures will be restricted by the terms of the Offering Documents.

4.7 Legends. The Subscriber consents to the placement of a legend on any certificate or other document evidencing the Debentures that such Debentures have not been registered under the Act or any state securities or “blue sky” laws and setting forth or referring to the restrictions on transferability and sale thereof contained in this Agreement. The Subscriber is aware that the Company will make a notation in its appropriate records with respect to the restrictions on the transferability of such Debentures and may place additional legends to such effect on Subscriber’s unit certificate(s).

4.8 Rejection. The Subscriber understands that the Company will review this Agreement and that the Company reserves the unrestricted right to reject or limit any subscription and to close the offering to the Subscriber at any time.

4.9 Address. The Subscriber hereby represents that the address of the Subscriber furnished by the Subscriber on the signature page hereof is the Subscriber’s principal residence if the Subscriber is an individual or its principal business address if it is a corporation

EXHIBIT E



December 12, 2017

Dear Family of Investors,

As the end of the year approaches, we want to thank you for giving us the opportunity to earn your business.

This year, EquiAlt was able to take a very scary natural occurrence, Hurricane Irma, and change it into a growth opportunity for the EquiAlt fund. We want to reiterate that the fund is doing great and keeps growing with opportunities presenting themselves regularly. Rents are still in high demand in Tampa and the surrounding areas. Real estate investors are still calling on us to purchase properties to add to the fund.

We understand that recent news you may have heard about a **NON-Affiliated** company can be scary and sometimes disappointing. We want to continue to instill confidence to our family of investors. To do so there are some basic facts regarding EquiAlt that are important when wondering the "what if's" of investing with our company.

- We are fully insured... which as you saw this year, covers natural disasters and loss of rent.
- EquiAlt Fund II carries NO DEBT. All our properties are owed out right with no liens or mortgages.
- We ARE registered with the SEC. We are not required to be registered with the SEC however, since 2009 we have been.
- Our attorney is a former SEC litigator and is extremely knowledgeable and well versed in their regulations and requirements, therefore EquiAlt's legal documents and procedures are in line with SEC regulations and policies.
- We don't make money, unless you make money. EquiAlt isn't paid on the investment fund until after the fund has matured, closed and **all investor principle is returned to investors.**
- We offer an open line of communication. We are available at all times via email and do our best to return messages quickly.
- EquiAlt is a private, independent investment and has NO affiliation with the company that recently filed chapter 11.

We send this update with best wishes during this holiday season and the hopes that your 2018 will be a happy, healthy and prosperous one.

Sincerely,

Andre Sears

The art of investing

A REFERENCE TO
WOODBRIDGE - NO
DOUBT.

EXHIBIT 5

EXHIBIT

12



PRIVATE PLACEMENT MEMORANDUM

EQUIALT FUND II, LLC

EXHIBIT

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PRIVATE PLACEMENT MEMORANDUM

EQUIALT FUND II, LLC

\$50,000,000

8% DEBENTURES

MINIMUM PURCHASE: \$25,000

EQUIALT FUND II, LLC, a Nevada limited liability company (the "Company"), organized under the Nevada Limited Liability Company Act, hereby offers (the "Offering"), by and through its Manager, up to Fifty Million Dollars (\$50,000,000) in 8% Debentures (the "Securities") of the Company. EQUIALT, LLC, a Nevada limited liability company, is the Manager (the "Manager") of the Company. The securities referred to herein are being offered on a best efforts basis to residents of Arizona, California, Florida and Nevada, and may be offered in other states.

DATE OF THIS PRIVATE PLACEMENT MEMORANDUM: May 10, 2013

INVESTMENT IN THE SECURITIES INVOLVES A HIGH DEGREE OF RISK. INVESTORS WILL BE REQUIRED TO REPRESENT THAT THEY ARE FAMILIAR WITH AND UNDERSTAND THE TERMS OF THE OFFERING (SEE "RISK FACTORS," "CONFLICTS OF INTEREST" AND "COMPENSATION AND FEES TO THE MANAGER AND AFFILIATES.").

THE SECURITIES HAVE NOT BEEN REGISTERED WITH NOR APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION ("COMMISSION") NOR HAS THE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFERING HAS NOT BEEN APPROVED OR DISAPPROVED UNDER APPLICABLE STATE SECURITIES LAWS, BY THE SECURITIES DIVISION OF CORPORATIONS, SECURITIES REGULATION DIVISION ("DIVISION"), NOR HAS THE DIVISION REVIEWED OR PASSED UPON THE ACCURACY OF THIS OFFERING. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

DURING THE COURSE OF THE OFFERING AND PRIOR TO SALE, EACH OFFEREE OF THE SECURITIES AND HIS ADVISOR(S) ARE INVITED TO ASK QUESTIONS OF AND OBTAIN ADDITIONAL INFORMATION FROM THE MANAGER CONCERNING THE TERMS AND CONDITIONS OF THE OFFERING, THE COMPANY, THE DEBT TO BE OWED BY THE COMPANY AND ANY OTHER RELEVANT MATTERS (INCLUDING, BUT NOT LIMITED TO, ADDITIONAL INFORMATION TO VERIFY THE ACCURACY OF THE INFORMATION SET

FORTH HEREIN), TO THE EXTENT THE MANAGER POSSESSES SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE. OFFEREEES OR ADVISORS HAVING QUESTIONS OR DESIRING ADDITIONAL INFORMATION SHOULD CONTACT THE MANAGER.

THIS MEMORANDUM DOES NOT CONTAIN AN UNTRUE STATEMENT OF A MATERIAL FACT OR OMIT TO STATE A MATERIAL FACT NECESSARY TO MAKE THE STATEMENTS MADE, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING. IT CONTAINS A FAIR SUMMARY OF THE MATERIAL TERMS OF DOCUMENTS PURPORTED TO BE SUMMARIZED HEREIN. THIS MEMORANDUM CONTAINS SUMMARIES OF CERTAIN DOCUMENTS, THAT ARE BELIEVED TO BE ACCURATE, BUT REFERENCE IS HEREBY MADE TO THE ACTUAL DOCUMENTS, COPIES OF WHICH ARE ATTACHED HERETO OR ARE AVAILABLE AT THE OFFICE OF THE MANAGER, FOR COMPLETE INFORMATION CONCERNING THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO. ALL SUCH SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY BY THIS REFERENCE, AND NOTHING IN THIS MEMORANDUM SHALL EXTEND THE LIABILITY UNDER ANY SUCH DOCUMENTS OF ANY OF THE PARTIES HERETO. ALL DOCUMENTS RELATING TO THE OFFERING WILL BE MADE AVAILABLE TO THE OFFEREE NAMED BELOW AND/OR HIS ADVISOR(S) UPON REQUEST.

THE OFFERING CAN BE WITHDRAWN AT ANY TIME BEFORE CONSUMMATION AND IS SPECIFICALLY MADE SUBJECT TO THE CONDITIONS DESCRIBED IN THIS MEMORANDUM. IN CONNECTION WITH THE OFFERING AND SALE OF THE SECURITIES, THE MANAGER RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO REJECT ANY SUBSCRIPTION IN WHOLE OR IN PART OR TO ALLOT TO ANY PROSPECTIVE INVESTOR LESS THAN THE SECURITIES SUBSCRIBED FOR BY SUCH PROSPECTIVE INVESTOR.

SINCE THERE ARE SUBSTANTIAL RESTRICTIONS ON THE TRANSFERABILITY OF THE SECURITIES, EACH OFFEREE MUST ASSUME THAT HE WILL BEAR THE ECONOMIC RISK OF HIS INVESTMENT FOR AN INDEFINITE PERIOD. THE SECURITIES MAY NOT BE TRANSFERRED WITHOUT THE PRIOR WRITTEN CONSENT OF THE REMAINING MEMBERS. IN ADDITION, SECURITIES ARE NOT REGISTERED FOR SALE TO THE PUBLIC UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE AND THE SECURITIES MAY BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF BY AN INVESTOR ONLY IF, AMONG OTHER THINGS, THE SECURITIES ARE REGISTERED OR, IN THE OPINION OF COUNSEL TO THE COMPANY, REGISTRATION IS NOT REQUIRED UNDER SUCH LAWS.

THIS MEMORANDUM HAS BEEN PREPARED SOLELY FOR THE USE OF PERSONS WHO MAY WANT TO PURCHASE SECURITIES AND DELIVERY THEREOF CONSTITUTES AN OFFER ONLY IF THE NAME OF AN OFFEREE APPEARS IN THE APPROPRIATE SPACE

PROVIDED BELOW AND IF THE PERSON SO NAMED MEETS THE SUITABILITY STANDARDS SET FORTH UNDER "QUALIFICATION OF INVESTORS." ANY DISTRIBUTION OF THIS MEMORANDUM TO ANY PERSON OTHER THAN THE OFFEREE NAMED BELOW (OR TO THOSE INDIVIDUALS WHOM HE RETAINS TO ADVISE HIM WITH RESPECT THERETO) IS UNAUTHORIZED AND ANY REPRODUCTION OF THIS MEMORANDUM IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY OF ITS CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE MANAGER, IS PROHIBITED.

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE INTENDED TO BE MADE IN THIS MEMORANDUM OR SHOULD BE INFERRED THEREFROM WITH RESPECT TO THE ECONOMIC RETURN OR THE TAX TREATMENT WHICH MAY ACCRUE TO THE INVESTOR. NO ASSURANCE CAN BE GIVEN THAT EXISTING TAX LAWS WILL NOT BE CHANGED OR INTERPRETED ADVERSELY, EITHER OF WHICH MAY DENY THE INVESTORS ALL OR A PORTION OF THE TAX TREATMENT CONSIDERED HEREIN. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS LEGAL, TAX OR INVESTMENT ADVICE. EACH INVESTOR SHOULD CONSULT HIS OWN ATTORNEY, ACCOUNTANT AND OTHER ADVISORS AS TO LEGAL, TAX AND RELATED MATTERS CONCERNING A PURCHASE BY HIM OF A DEBENTURE.

NO OFFERING LITERATURE OR ADVERTISING IN WHATEVER FORM WILL OR MAY BE EMPLOYED IN THE OFFERING EXCEPT FOR THIS MEMORANDUM AND STATEMENTS CONTAINED OR DOCUMENTS SUMMARIZED HEREIN. NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS, OR GIVE ANY INFORMATION, WITH RESPECT TO THE SECURITIES, EXCEPT FOR INFORMATION CONTAINED OR REFERRED TO HEREIN.

Name of Offeree:		Memorandum Number:	
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These securities are offered subject to (a) prior sale, (b) approval of counsel, (c) the right to terminate the offer without prior notice or to reject any subscription, and (d) certain other conditions.

QUALIFICATION OF INVESTORS

Each Debenture requires a minimum investment of \$25,000, provided, however, the Company reserves the right to accept subscriptions for a lesser amount. Additional investment may be made in increments of \$5,000.

Investment in the Securities offered hereby involves risk and is suitable only for persons of financial means who have provided for liquidity in their other investments. No Securities will be sold to Investors who will not warrant and represent to the Company and the Manager (and unless the Manager shall have reasonable grounds to believe) that such offeree has such knowledge and expertise in financial and business matters, is capable of evaluating the merits and risks of the prospective investment and is able to bear the economic risks of the investment, or alternatively, that such Investor's legal or financial representative has such knowledge and expertise about financial and business matters and is capable of evaluating the merits and risks of the investment together with the Investor having the ability to bear the economic risks of the investment. In either case, the Investor must also warrant and represent to the Company and the Manager that he is acquiring the Securities for his own account.

Each Investor must satisfy the Manager that the Investor can bear a total loss of his investment. Each Investor will be required to represent that he is acquiring the Securities being purchased by him for investment and for his own account, and not with a view to resale or distribution. Resale of the Securities is subject to extensive restrictions (see "SUMMARY OF THE OFFERING"). It is not expected that any public market for the resale of the Securities will develop.

GLOSSARY OF TERMS

"Act" - the Securities Act of 1933, as amended.

"Affiliate" - (i) any person directly or indirectly controlling, controlled by or under common control with another person, (ii) a person owning or controlling 10% or more of the outstanding voting securities of such other person, (iii) any officer, director, partner or employee of such person and (iv) if such other person is an officer, director, partner or employee, any company for which such person acts in any such capacity.

"Agreement" - the Operating Agreement of the Company, as such may be amended from time to time.

"Debenture" - the 8% Debentures maturing in 2017 offered to Investors herein.

“Manager” - this Company’s Manager: EQUIALT, LLC or its successor(s) as determined by the Agreement.

“Memorandum” - this Private Placement Memorandum.

“Company” - this limited liability company: EQUIALT FUND II, LLC, a Nevada limited liability company.

“Investor(s)” – prospective purchasers of Debentures in the Company.

“Project” - the proposed business of the Company (i.e., acquiring, improving and/or selling distressed real property).

“Reserves” - all reserves established by the Manager in its sole discretion for the Company's purposes, including, but not limited to, operating expenses and other working capital needs, liabilities, and taxes.

SUMMARY OF THE OFFERING

This summary of certain provisions of the Memorandum is intended only for a quick reference and is not intended to be complete. This Memorandum describes in detail numerous aspects of the transaction which are material to Investors, including those summarized below, and this Memorandum and the accompanying Exhibits must be read in their entirety by reference to the full text of this Memorandum and the underlying documents.

The Offering.

The Memorandum describes an offering (the "Offering") to prospective Investors of 8% Debentures issued by EQUIALT FUND II, LLC, a limited liability company formed under the laws of the State of Nevada.

The Company.

EQUIALT FUND II, LLC (the "Company"), a Nevada limited liability company, was formed as of April 24, 2013, when its Articles of Organization were filed with the Nevada Secretary of State's Office pursuant to the Nevada Limited Liability Company Act as adopted by the State of Nevada. The office of the Company is located at 10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145.

The Manager.

The Manager of the Company is EQUIALT, LLC, a Nevada limited liability company (See "THE MANAGERS").

Purpose of the Offering.

The purpose of this Offering is to secure capital in order to enable the Company to purchase, improve, lease and/or dispose of distressed real property, enter into opportunistic loan transactions and/or engage in other ventures. (See "MANAGEMENT OF THE COMPANY" and "INVESTMENT OBJECTIVES".)

Investment Objectives.

The primary investment objective of the Company shall be to purchase and sell single family properties in certain distressed real estate markets in the U.S. and participate in opportunistic lending in the U.S.

Securities Being Offered.

An aggregate of up to \$50 million in 8% Debentures of the Company are being offered. The Securities shall be offered on a best efforts basis scheduled to close on or before December 31, 2013. The minimum subscription accepted by the Company will be for \$25,000, and additional investment may be made in increments of \$5,000. (See "Allocation of Benefits" below.) Under no circumstances will the Company admit more than thirty-five (35) non-accredited Investors as computed under Rule 501 of Regulation D promulgated under the Act. The Offering will terminate on a date to be determined by the Manager on or prior to December 31, 2020, provided the Manager shall have the right to extend the Offering indefinitely.

Selling Agent.

Securities are being offered directly through the Company. The Company may utilize the services of one or more registered broker/dealers or other financial intermediaries. In such cases, the Company may pay commissions or fees of up to 12% to such persons.

The purchase price is payable by Investors in full by cash.

Risk Factors.

The purchase of Securities involves a high degree of risk to the Investor including certain risks relating to regulatory, operating, tax and investment matters. (See "RISK FACTORS.")

Allocation of Benefits.

- a) Profits, Losses and Net Cash Flow.

The Company does not anticipate substantial profits, losses or Net Cash Flow until assets are sold.

b) Net Proceeds from Refinancing, Sale or upon Termination of the Company.

In the event that the Company disposes of substantially all of its assets, the Company shall be obligated to satisfy all of its debts, including without limitation the Debentures, prior to any distribution of cash to its members.

Management of the Project.

The Project will be managed by the Company through EQUIALT, LLC, the Company's Manager.

Compensation and Fees to Manager.

The Manager will receive Management Fees as set forth in the Operating Agreement and described more fully below. (See "COMPENSATION AND FEES TO MANAGER AND AFFILIATES.")

No Tax Ruling.

The Company will not seek a ruling from the Internal Revenue Service (the "IRS") as to any aspects of the Offering and will rely on the opinion of the Manager and its legal counsel with respect to its classification as a limited liability company for Federal income tax purposes. (See "RISK FACTORS - TAX RISKS.")

Management and Control of the Company.

The Manager will be responsible for the management and control of the Company. EQUIALT, LLC will serve as the initial Manager.

Distributions to Investors.

The Manager does not anticipate cash distributions from operations of the Company. (See "SOURCES AND USES OF FUNDS.") Each Investor will receive payments pursuant to the terms of the Debentures.

Status of Investor.

Each Investor will be a creditor of the Company pursuant to the terms of the Debenture (See "EXHIBIT A.")

Further Investigation.

Statements contained in this Summary or elsewhere in the Private Placement Memorandum as to the contents of the other offering documents are not necessarily complete and each such statement is

deemed to be qualified and amplified in all respects by the provisions of such agreements and documents, copies of which are either attached hereto or are available upon reasonable notice for examination by offerees, or their duly authorized representatives, at the office of the Manager, located at 10161 Park Run Drive, Suite 150, Las Vegas, Nevada 89145. Each offeree and his business and/or tax advisors are urged to examine all agreements and documents.

THE OFFERING

While this Offering is made to various parties, it is not a registered offering under Federal securities laws. This Offering is being made pursuant to the private offering exemption of Section 4(2) of the Act and/or Regulation D promulgated under the Act. This Offering is also being made in strict compliance with the applicable state securities laws. Each Investor must represent that he is acquiring his Debenture ("Securities") for investment purposes only and not with a view to resale or distribution. All Securities are offered subject to prior sale, when, as and if issued, and subject to the right of the Manager to reject any subscription in whole or in part. The Company will only sell Securities to persons meeting its suitability standards, which the Company's Manager may determine in its sole and absolute discretion.

METHOD OF DISTRIBUTION

This Private Placement Memorandum summarizes a proposed transaction in which Investors will be entitled to hold a Debenture issued by EQUIALT FUND II, LLC, a Nevada limited liability company.

The purpose of this Offering is to raise monies to enable the Company to purchase distressed real property and either derive rental income therefrom or dispose of the property for a profit.

Distribution of Securities.

These securities are being offered through the Company. There is no firm commitment for the purchase of any Securities. Sales of the Securities may be made to residents of Arizona, California, Florida and Nevada, and possibly in other jurisdictions, all in compliance with the laws of each jurisdiction.

RISK AND OTHER IMPORTANT FACTORS

Investment herein involves substantial risks. Investors should consider the risks mentioned elsewhere in this Private Placement Memorandum as well as the following matters:

Tax Risks.

A summary of Federal income tax provisions is included in this Memorandum. No representation or warranty of any kind is made by the Manager, the Company, counsel to the Manager

or the Company with respect to any tax consequences relating to the Company, or the allocation of taxable income or loss set forth in this Memorandum and each Investor should seek his own tax advice concerning the purchase of a Debenture.

1. Suitability of the Investment to the Investor. It is expected that the Debenture will yield taxable income to its Investors.

2. Federal Income Tax Risks.

a. Necessity of Obtaining Professional Advice. THERE IS NO GENERAL EXPLANATION OF THE FEDERAL INCOME TAX ASPECTS OF INVESTMENT IN THE COMPANY CONTAINED IN THIS MEMORANDUM, AND ACCORDINGLY, EACH INVESTOR IS URGED TO CONSULT SUCH INVESTOR'S OWN TAX INVESTMENT AND LEGAL ADVISORS WITH RESPECT TO SUCH MATTERS AND WITH RESPECT TO THE ADVISABILITY OF INVESTING IN THE COMPANY. The income tax consequences of an investment in the Company are complex, subject to varying interpretations, and may vary significantly between Investors depending upon such personal factors such as sources of income, investment portfolios and other tax considerations. A Prospective Investor should consider with his professional advisors the tax effects of his becoming a Debenture holder. Each Investor should, at his own expense, retain, consult with and rely on his own advisors with respect to the tax effects of his investment in the Company. In addition to considering the federal income tax consequences, each Investor should also consider with his own advisors the state and local tax consequences of an investment in the Company.

No representations are made as to any federal, state or local tax consequences resulting from an investment in the Company, and no assurances are given that any deduction or other federal income tax benefits will be available to Members in the Company in the current or future years.

b. Company Tax Status. Although the Manager believes that the Company will be treated as a partnership for federal income tax purposes, such treatment cannot be assured. The Manager reserves the right to convert the Company to a corporation if it is in the best interests of the Company to do so.

c. Tax Law Changes. The existence and amount of particular credits and deductions, if any, claimed by the Company may depend upon various determinations and allocations, characterizations of payments, and other matters which are subject to potential controversy on factual as well as legal grounds. Changes in the Code and official interpretations thereof after the date of this Memorandum may eliminate or reduce any perceived tax benefits from an investment in the Securities. There can be no assurance that regulations having an adverse effect on the creditors will not be issued in the future and enforced by the courts. Any modification or change in the Code or the regulations promulgated thereunder, or any judicial decision, could be applied retroactively to any investment in the Company. In view of this uncertainty, Investors are urged to consider ongoing developments in this

area and consult their advisors concerning the effects of such developments on an investment in the Company in light of their own personal tax situations.

d. Absence of Ruling or Opinion. The Company will not seek a ruling from the IRS or an opinion of counsel with respect to any tax matters described in this Memorandum.

Operating Risks.

1. Risk of Interpretation of Real Estate Documents and Agreements. There are certain risks in connection with any real estate acquisition resulting from the drafting and subsequent interpretation of mortgages, deeds, leases, purchase agreements, management contracts, et cetera. Any documents describing the Property or the legal relations thereto could be subject to various interpretations and potential disputes. While legal counsel may review certain legal documents, it is impossible to prevent and be secured against such various differing interpretations.

2. Risks of Real Estate Ownership. Real estate is not readily marketable. It is fixed in location and is subject to adverse social and economic changes and uses. Carrying costs may increase beyond the levels sustainable.

3. Results of Operations - Possible Operating Deficits. This Memorandum and the attached Financial Projections are based upon projected results which may be greater than results obtained from actual operations. Actual results may differ adversely for a number of reasons; including, but not limited to, the possibility of increases in entitlement costs, losses due to structural-related deficiencies and real estate taxes, which cannot be fully recovered through increased property values and other revenues, softness in the demand for land due to changing socio-economic conditions in the area in which the Property is located and competition among other real estate development projects in the area.

Following the Offering, the Company may be subject to rising operating costs, although the Company does not anticipate significant operating costs. (See "FINANCIAL PROJECTIONS - SOURCES AND USES OF CASH".) However, there is no assurance that these funds will be adequate. Additional capital may be raised by the Company.

4. Risk of Financing and Potential Foreclosure on Mortgage Loan. A mortgage loan may be secured by the Property. The risk of foreclosure can arise from, among other things, the failure by the Company to meet any of the other various conditions existing in the mortgage loan documents.

Payment of principal and interest on the mortgage loan will be due on a monthly basis. It is anticipated that these payments will be met by the Company from its initial capital and revenue sources. No assurance can be given that the funds generated by the initial capital or revenue will be sufficient to meet the monthly payments.

5. Risk of Failure to Obtain Loan. Although the Company does not intend to secure a loan to purchase the Property, such a loan could be secured by the Property. In the event of a default on the loan, the lender could foreclose upon the Property.

6.Dependence Upon Issuer. The Manager has full discretion in the management of the Project and in the management and control of the affairs of the Company, including the authority to sell less than all or substantially all of the Company's assets for whatever consideration it deems appropriate. Except upon the sale of all or substantially all of the Company's assets, the sale of such assets will not result in the dissolution of the Company. The sale of all or substantially all of the Company's interests in the Property will result in the dissolution of the Company.

The success of the operations of the Company will be dependent in large measure on the judgment and ability of the Manager.

7.Dependability of Assumptions. The description of the contemplated results of the operations of the Company described in this Memorandum are based on various assumptions concerning many facts over which the Company has no control, including, without limitation:

- (a) The continuing advantages of certain provisions of the Federal Income Tax laws and of certain local tax laws; and
- (b) The management capabilities of the Manager.

8.Conflicts of Interest. The Manager and its affiliates are not required to devote themselves exclusively to the affairs of the Company. Further, the Manager and its affiliates may own real estate in the same market as the Property. The Manager and its affiliates may have a conflict of interest in the ownership of these other properties and in allocating management, services and functions between this Company and their other present and future interests. The Manager and its affiliates believe that they have sufficient time and staff to be fully capable of discharging their responsibilities to the Company and to any other present or future activities.

9.Limited Transferability. The Securities have not been registered under the Act, or under the securities laws of any state, but are being offered and sold in reliance upon exemptions from registration thereunder, including the exemptions from federal registration contained in Section 4(2) of the Act and/or Regulation D, Rule 506 promulgated thereunder. As a consequence of the restrictions on subsequent transfer imposed by these exemptions, the Securities may not be subsequently sold, assigned, conveyed, pledged, hypothecated or otherwise transferred by the holder thereof, whether or not for consideration, except in compliance with the Act and applicable state securities laws. There will be no public market for the Securities following termination of this Offering and it is not expected that a public market for the Securities will ever develop.

10.Company's Redemption Option. The Company has the legal right, but not the obligation, to repurchase the Debentures prior to their maturity date.

11.Management Decisions. The Manager is vested with the exclusive authority as to the management and conduct of the business and affairs of the Company. The success of the Company depends, to a large extent, upon the management decisions made by the Manager.

12. Best Efforts Offering. The Company will utilize proceeds of the Offering as and when received. No escrow account has been established for this Offering.

CONSULT YOUR OWN ATTORNEY, ACCOUNTANT AND/OR FINANCIAL CONSULTANT FOR AN EVALUATION OF THE MERIT OF AND THE RISKS INHERENT IN THIS INVESTMENT. EACH PROSPECTIVE INVESTOR IS RESPONSIBLE FOR ANY FEES OR CHARGES INCURRED IN CONNECTION WITH SUCH AN EVALUATION.

SOURCES AND USES OF FUNDS

The Company is offering up to Twenty Million Dollars in Debentures.

The funds received will be used to purchase, own, improve and/or sell real property.

PROJECTED SOURCES AND USES OF CASH

The Company's sources and uses of capital are set forth below:

SOURCES:		
	Debentures:	\$50,000,000
USES:		
	Working Capital (i.e., investments in real property)	44,500,000
	Accounting and Tax Preparation	50,000
	Legal	50,000
	Investor Relations and Communications Expenses	200,000
	Marketing and Sponsorships	5,100,000
	Miscellaneous Expenses and Reserves	100,000
		\$50,000,000

Pursuant to this Offering, the Company is raising debt financing of up to \$50,000,000. It is not anticipated that the Company will require additional capital beyond that mentioned above. However, if additional capital is needed, the Manager may seek additional capital through means determined by it.

Because any projection of the future is subject to uncertainties, actual results could vary significantly from those estimated. All uses of proceeds are estimated and subject to change.

COMPENSATION AND FEES TO THE MANAGER

The Manager shall be exclusively responsible for the management and control of the operations of the Company. The Manager shall be reimbursed for any direct funds or expenses advanced by it prior to or after formation of the Company to the extent that such expenses are incurred or paid directly on behalf of the Company. The Manager shall be entitled to a management fees as set forth in the governing documents of the Company.

THE PROJECT

The Company plans to purchase distressed real property in opportunistic markets, such as Tampa, Florida. The Company may “flip” these properties or hold them for investment, in the Manager’s sole and absolute discretion. The Company may use some of its capital to engage in lending activities when risk management and income analysis deem appropriate. We anticipate that the principal amount of real estate loans generally will be in the range of approximately \$25,000 to \$1 million. Our loans may be secured by a deed of trust, mortgage, or other form of security. Generally, any such loan transaction will have a term of two months to two years, and may be extended at the manager’s discretion. We anticipate that substantially all of the loans to be invested in or purchased will require the borrower to make a balloon payment on the principal amount upon maturity of the loan either by sale of the property/project and/or its units, by refinance, or other means which we will

attempt to establish before funding. From time to time, opportunities may arise in which the Company may be able to participate in opportunistic real estate related activity with other entities or individuals. These opportunities will be evaluated in a like manner by the Manager

MANAGEMENT OF THE PROJECT

The Manager is EQUIALT, LLC. The Manager shall manage the Company. As such, the Manager has the power and authority, on the Company's behalf and in its name, to manage, administer, and operate the Company's day-to-day business affairs, and to do or cause to be done on behalf of the Company anything necessary or appropriate for the same, including but not limited to the powers and authority set forth in the Agreement. The Manager's power and authority is subject to the limitations set forth in the Agreement. The Manager shall serve as Manager until its successor is appointed by the Company's members as provided in the Agreement. The Manager may delegate its duties to others.

COMPANY INVESTMENT OBJECTIVES AND POLICIES

The primary investment objective of the Company is to purchase distressed real property in the U.S. and derive economic benefit through a resale or lease.

COMPETITION

There is significant competition in the distressed real property markets referenced herein, and other competitors may enter the field.

MANAGER

EQUIALT, LLC, a Nevada limited liability company organized in 2011, serves as the Manager.

The principals involved in the project are as follows:

Brian Davison – Chief Executive Officer

Brian Davison's real estate career began in 1994, in North County San Diego. He has the hands-on experience in a variety of functions in the real estate and mortgage industries: encompassing management loan renegotiation and customer retention at a publicly traded REIT, regional Vice President of a private residential mortgage company, the broker-owner of a multi-state branch correspondent residential loan origination company with in-house underwriting and outbound marketing support system, and Vice President of a private lending company. Brian has held real estate and/or mortgage broker licenses in California, Nevada, and Florida, with additional work in the Arizona and Colorado markets. Brian has facilitated over \$1.5 billion in mortgage and real estate transactions, is an active investor in a variety of markets and is host of an investor radio show "The Cash Flow Show" and author of investor risk management book "The Top 10 Pitfalls of Trust Deed Investing". In early 2009, he founded and sold Invest REO LLC dba The Cash Flow Store, an opportunistic

distressed real estate investment company. He has held Real Estate Licenses in a State of Nevada and California and Lending Licenses in Nevada and Florida.

Barry M. Rybicki — Managing Director

Barry has over 14 years of experience in real estate lending. He has lived in Phoenix, Arizona, for the past 21 years, originally coming to Arizona from Nebraska to attend Arizona State University where he majored in Accounting and minored in Marketing. He served as President to a bank in Arizona, and managed a \$10,000,000 line of credit. This capacity required; real estate evaluation, risk management, customer service, underwriting, appraisal review. He has handled over \$540,000,000.00 in residential deeds of trust in the Phoenix market and continues to have an overall understanding of the residential sectors inside of Maricopa County. Barry also served as Vice President for Cole Management LLC, where he gained significant experience in originating, structuring and negotiating deals, developing and implementing business strategies, assessing market and competitive issues, and raising capital from debt and equity providers. He remains actively involved in the community donating his time to Coach youth sports and is currently the Treasurer of Pinnacle High Schools' Boys Soccer Team.

CONFLICTS OF INTEREST

The Company is subject to various existing and/or potential conflicts of interest arising out of its relationship with the Manager and/or its affiliates. These conflicts may involve:

(a) Allocation of Manager's Activities. The Manager and/or its affiliates serve and may serve in such capacity in other limited partnerships, limited liability companies, corporations or entities which will compete with the activities of the Company. The Manager and/or its affiliates may have conflicts of interest in allocating management, time, services and functions between other limited partnerships or ventures and this Company as well as any future limited partnerships or limited liability companies. The Manager believes that, together with its affiliates and any employees or agents which may be retained in the future, it has sufficient staff to be fully capable of discharging its responsibilities to this Company and any other present or future limited partnerships, limited liability companies, corporations or entities. (See "THE MANAGER.")

The Agreement provides that no contract, action or transaction is void or voidable with respect to the Company because it is between or affects the Company and one or more of its Members, managers, or officers or because it is between or affects the Company and any other person in which one or more of its Members, managers or officers are Members, managers, directors, trustees, or officers or have financial or personal interest, or because one or more interested Members, managers or officers participate in or vote at the meeting that authorizes the contracts, action, or transaction, provided certain circumstances apply.

(b) Compensation to Manager. This Offering involves substantial compensation and benefits to the Manager and other affiliates.

The Manager believes that the fees that the Company intends to pay are reasonable, in light of the tasks and risks undertaken, and will result in substantial benefits to the Company, its member(s) and its Debenture holders.

(c) Lack of Independent Counsel. The prospective Investors and the Company have not had separate legal counsel in connection with the formation of the Company, the acquisition of the Property and the offering of the Securities; Investors should seek their own independent counsel.

(d) Liability of Members and Managers. Applicable state law and the Agreement provide that the debts, obligations and liabilities of the Company, however or wherever arisen or derived, shall be solely those of the Company, and no Member of the Company shall be personally liable for the same to third parties solely by reason of his or her status as a Member, and that the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs shall not be grounds for imposing personal liability on Members for liabilities or obligations of the Company.

STANDARD OF CARE; INDEMNIFICATION

1. Standard of Care of Manager. Nevada law provides that a manager of a limited liability company shall perform his duties as a manager in good faith, in a manner he reasonably believes to be in or not opposed to the best interests of the Company, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances. This is in addition to the several duties and obligations of and limitations on the Manager as set forth in the Agreement. To impose liability on a manager, however, it must be shown by clear and convincing evidence that the standard of care was not met by the Manager.

It should be noted that the cost of litigation against the Manager for enforcement of the standard of care may be prohibitively high and that any judgment obtained may not be collectible since the Manager is not bonded and any judgment exceeding its net worth may not be collectible. An investment decision should be based on the judgment of an Investor as to the investment factors described in this Memorandum rather than reliance upon the value of the right to bring legal actions against or to control the activities of the Manager.

Notwithstanding the standards of care obligations, the Manager has broad discretionary power under the terms of the Operating Agreement and under applicable state law to manage the affairs of the Company with the assistance, if desirable, of consultants or others retained for the account of the Company or the Manager. Generally, actions taken by the Manager are not subject to vote or review by the Members, except to the limited extent provided in the Agreement.

2. Indemnification. The Agreement provides that the Company may, to the fullest extent not prohibited by the Agreement or any provisions of applicable law indemnify the Manager and/or Project Manager against any and all costs and expenses (including amounts paid in settlement, and other disbursements) actually and reasonably incurred by or imposed upon such person in connection

with any action, suit, investigation or proceeding (or any claim or other matter therein), whether civil, criminal, administrative or otherwise in nature, including any settlements thereof or any appeal therein, with respect to which the Manager is named or otherwise becomes or is threatened to be made a party by reason of being or at any time having been the Manager of the Company or, at the direction or request of the Company, a manager, director, trustee, officer, employee, or agent of or fiduciary for any other limited liability company, corporation, partnership, trust, venture, or other entity or enterprise.

Because there are provisions in the Agreement for indemnification of the Manager, purchasers of Securities may have a more limited right of action than they would have absent such provision in the Agreement. Insofar as indemnification for liabilities arising out of the Act may not be provided to directors, officers and controlling persons pursuant to the foregoing, or otherwise, the Manager has been advised that in the opinion of the U.S. Securities and Exchange Commission, such indemnification is contrary to public policy and is, therefore, unenforceable.

RESTRICTIONS ON TRANSFER

The Securities have not been registered under the Act. The Securities are being offered and will be sold in the absence of any registration under the Act, by reason of an exemption under Section 4(2) and/or Regulation D promulgated under the Act. The availability of such exemption is dependent, in part, upon the "investment intent" of each Investor and will not be available if any Investor purchases a Debenture with a view toward its distribution. Accordingly, each Investor will be required to acknowledge that his purchase is being made for investment, for his own record and beneficial account, and without any view to the distribution thereof. A Debenture may not be resold by a Member unless and until it is subsequently registered under the Act and applicable state securities laws or unless appropriate exemptions from registration are available.

Investors have not been, and will not be, granted the right to require the registration of the Securities under the Act and applicable state securities laws. Moreover, the Company has no intention to register the Securities under federal securities laws (or to take any action to make exemptions from registration on resale or transfer available to the Investors) and, in view of the nature of the transaction, it is highly unlikely that there will be any such registration (or such action taken) at any time in the future. Accordingly, an Investor must bear the economic risk of an investment in a Debenture for an indefinite period of time.