

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES,
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Ref. Docket No. 2162 and 2281

Hearing Date: August 8, 2018 at 2:00 p.m. (ET)

**NOTICE OF FILING OF SUPPLEMENTAL DOCUMENTS IN SUPPORT OF THE
JOINT MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS
AND THE AD HOC NOTEHOLDER GROUP PURSUANT TO 11 U.S.C. §§ 105(A) AND
363(B) FOR ENTRY OF AN ORDER APPROVING (A) PROCEDURES RELATING
TO PROPOSED NOTEHOLDER LIQUIDITY FACILITY AND (B) RELATED
EXCLUSIVITY PROVISIONS**

PLEASE TAKE NOTICE that on July 12, 2018, the Official Committee of Unsecured Creditors and Ad Hoc Noteholder Group filed the *Joint Motion of the Official Committee of Unsecured Creditors and the Ad Hoc Noteholder Group Pursuant to 11 U.S.C. §§ 105(a) and 363(b) for Entry of an Order Approving (A) Procedures Relating to Proposed Noteholder Liquidity Facility and (B) Related Exclusivity Provisions* [Docket No. 2162] (the “Motion”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, Wilmington, Delaware 19801 (the “Bankruptcy Court”).

PLEASE TAKE FURTHER NOTICE that attached hereto in support of the Motion as **Exhibits A, B, and C** respectively, are forms of the Noteholder Introduction Letter, the Woodbridge Claimant Non-Recourse Loan Agreement and the Truth in Lending Act Disclosures.

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC.

Dated: August 6, 2018

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

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EXHIBIT A



August __, 2018

Dear [Woodbridge Noteholder Name]:

You are receiving this letter or email because you were identified as a noteholder in court filings related to the bankruptcy case styled In re Woodbridge Group of Cos., LLC, No. 17-12560 (Bankr. D. Del) (KJC) (the "Bankruptcy Case").

This letter invites you to apply, subject to the important terms and conditions set forth below, for a loan of 30% of the amount of your Bankruptcy Claim (as defined below) which loan you are required to repay only if, when, and to the extent you receive distributions relating to your Woodbridge note and your Bankruptcy Claim. In order to be eligible for a loan, you must apply by [date].

BACKGROUND

In December 2017, The Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors" or "Woodbridge") filed for bankruptcy protection. Woodbridge has stated that it expects to exit bankruptcy in late 2018 under a proposed chapter 11 bankruptcy plan that calls for a liquidating trust to maximize the value of Woodbridge's assets and distribute proceeds to its stakeholders. Woodbridge has stated that initial distributions under the chapter 11 plan to Noteholders (as defined below) are targeted to equal approximately 5-10% of their allowed net claims by the end of this year. Woodbridge has stated that it expects the balance of distributions to Noteholders to occur over time.

Prior to filing for bankruptcy, Woodbridge issued certain notes to investors such as you (the "Noteholders"). In order to provide an avenue for Noteholders to obtain access to immediate funding, the non-recourse loan described below is available to you.

LOAN OFFER TO NOTEHOLDERS

The Bankruptcy Court overseeing the Bankruptcy Case has authorized an offering to Noteholders of a non-recourse loan while distributions from the bankruptcy estate are pending (the "Woodbridge Claimant Loan"). Cross River Bank will be the initial lender and Peerform will act as Woodbridge Claimant Loan servicer. The Woodbridge Claimant Loan amount offered is 30% of your Bankruptcy Claim (as defined below). You will not be personally obligated to repay the Woodbridge Claimant Loan other than if, when, and to the extent you receive distributions from the Debtors and their successors and assigns,¹ unless your representations, warranties, and certifications in connection with your Bankruptcy Claim and the Woodbridge Claimant Loan were materially false when made.

The Woodbridge Claimant Loan amount offered is 30% of your allowed net bankruptcy claim on account of notes payable by Woodbridge (100% of the net amount of such claim, the "Bankruptcy Claim"), and if you seek to obtain Woodbridge Claimant Loans under this program, you will be required to acknowledge, agree, consent, and stipulate to the amount of your Bankruptcy Claim (and you can obtain information regarding such claim by contacting Peerform as described below). Subject to your representations, warranties, and certifications in connection with your Bankruptcy Claim not proving to be materially false when made, in no event will you be personally obligated to repay the Woodbridge Claimant Loan and it shall be non-recourse to you, because any distributions by Woodbridge

¹ The Debtors' successors and assigns could include, without limitation, a Chapter 7 trustee, Chapter 11 trustee, examiner, liquidation trustee acting on behalf of a liquidating trust, plan administrator, reorganized debtor, liquidation trust or wind-down entity whether pursuant to a plan or otherwise.



(and its successors and assigns) towards your Bankruptcy Claim will be the only source required to be used to repay the outstanding balance of the Woodbridge Claimant Loan.

The lender is offering Woodbridge Claimant Loans of 30% of your Bankruptcy Claim. However, if you decide that you only want to continue to borrow a portion of this amount, you may repay a portion of your Woodbridge Claimant Loan at any point, subject to the terms of the loan documents, including the 5% Origination Fee and the six (6) month minimum interest charge, as described in greater detail below.

Except as expressly set forth herein, as well as in the terms of the associated loan documents, your right to participate in Debtors' chapter 11 cases, and to vote on any proposed chapter 11 plan, shall not be impaired, directed, restricted, or limited in any way by accepting the Woodbridge Claimant Loan. Although the Official Committee of Unsecured Creditors and the Ad Hoc Noteholder Group participated in the selection of the lender and the creation of the Woodbridge Claimant Loan facility, and each supports the *availability* of the Woodbridge Claimant Loan to Noteholders, neither the Official Committee of Unsecured Creditors or the Ad Hoc Noteholder Group recommends or endorses that you personally accept the Woodbridge Claimant Loan. Woodbridge is not recommending or endorsing the Woodbridge Claimant Loan or suggesting that you accept the Woodbridge Claimant Loan. Your decision to seek the Woodbridge Claimant Loan should be based upon your evaluation of your own financial requirements and the terms upon which the Woodbridge Claimant Loan is offered, and the advice you receive regarding your Bankruptcy Claim and the Woodbridge Claimant Loan from your own financial, legal and tax professionals.

If you have any questions that you would like to address to the Ad Hoc Noteholder Group, the Group maintains a website with relevant case information and a means to submit inquiries, at <http://www.omnimgt.com/woodbridge>.

Key terms of the Woodbridge Claimant Loan term and applicable interest rate are provided below and in the accompanying examples, which are incorporated here by reference.

Loan Period	Interest Rate (Prime + Spread)	Minimum Interest Rate ²
Year 1	Prime + 6.25%	11.00%
Year 2-3	Prime + 10.75%	15.50%

If you or Woodbridge pay all or any portion of the Woodbridge Claimant Loan during the first six (6) months of the Woodbridge Claimant Loan, the lender will be entitled to recover an amount equal to interest that would have accrued on such amount for the entire six (6) month period.

In addition, the proceeds of the Woodbridge Claimant Loan made available to you will be reduced by a 5% Origination Fee to be retained by the lender.

² Fluctuating rate of interest based on changes in the Prime Rate. The Prime Rate is the highest bank prime interest rate per annum as published by the Wall Street Journal in its Money Rates Section on any business day and any change therein shall take effect on the following business day. Also, the Prime Rate shall be subject to a floor of 4.75% at all times. If the Woodbridge Claimant Loan is not paid within 3 years then a 4th year will be added to the term and the interest rate will increase to the Prime Rate + 12.25% (minimum 17%).



This letter outlines certain provisions of the Woodbridge Claimant Loan and is NOT intended to be complete or to form any contract or undertaking on the part of lender. Before entering into any agreement, we strongly urge you to review all the loan documents that we will provide to you in their entirety and to seek the advice of legal counsel and other professional advisors, and then make your own respective independent decision as to whether to borrow a Woodbridge Claimant Loan. This letter is qualified in its entirety by reference to the loan documents.

YOU SHOULD NOT CONSTRUE THE CONTENTS OF THIS LETTER AS LEGAL, TAX OR FINANCIAL ADVICE. YOU SHOULD READ THIS LETTER CAREFULLY AND IN ITS ENTIRETY AND CONSULT WITH YOUR LEGAL, TAX AND FINANCIAL ADVISORS IN RELATION TO THE LEGAL, TAX, FINANCIAL OR OTHER CONSEQUENCES OF ENTERING INTO A WOODBRIDGE CLAIMANT LOAN, INCLUDING POSSIBLE FORGIVENESS OF ANY PORTION OF THE WOODBRIDGE CLAIMANT LOAN.

THIS LETTER IS AN OUTLINE OF CERTAIN TERMS OF THE WOODBRIDGE CLAIMANT LOAN ONLY, AND IS NOT AN OFFER OR COMMITMENT TO EXTEND CREDIT IN ANY FORM. THE COMPLETION OF THE TRANSACTIONS CONTEMPLATED HEREBY IS AND REMAINS SUBJECT TO, AMONG OTHER THINGS, (I) DUE DILIGENCE, (II) MINIMUM BANKRUPTCY CLAIM HOLDER PARTICIPATION, AND (III) SATISFACTORY LOAN DOCUMENTATION.

The Woodbridge Claimant Non-Recourse Loan Agreement will not be binding on the lender until the lender agrees to its terms. However, we anticipate that we will be able to advise you by [date] regarding whether your Woodbridge Claimant Loan will be funded.

Additional conditions to completing the transactions contemplated herein are set forth in certain filings in the Bankruptcy Case that are referred to in the order in the Bankruptcy Case that authorizes matters associated with the Woodbridge Claimant Loans, the Woodbridge Claimant Non-Recourse Loan Agreement and the associated Non-Negotiable Non-Recourse Note. You can access the docket for the Bankruptcy Case online here: <http://cases.gardencitygroup.com/wgc/>

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For further information, please see the Woodbridge Claimant Non-Recourse Loan Agreement, and associated Non-Negotiable Non-Recourse Promissory Note available on-line here: [insert link here].** If you have any questions, please contact us at: [xxx-xxx-xxxx].



Sincerely,

The Peerform Team

***All Woodbridge Claimant Loans are made by Cross River Bank, a federally-insured New Jersey state-chartered commercial bank.*



EXHIBIT A

[ANNUAL YIELD EXAMPLES]

See next page

Exhibit A - Possible Loan Payoff and Cost Scenarios

The timing and amount of payment distributions are subject to, among other things, market conditions and court proceedings. The following are good faith estimates of different potential payment distribution outcomes and resulting costs for a \$33,333.33 Bankruptcy Claim (net allowed), resulting in a \$10,000 loan amount (30% of the Bankruptcy Claim).

Scenario 1

Distribution Date†	Payment Amount	Periodic Interest Rate††	% of Claim Distribution
3 months	\$0	11.25%	0.0%
9 months	\$0	11.25%	0.0%
15 months	\$0	15.75%	0.0%
21 months	\$0	15.75%	0.0%
27 months	\$0	15.75%	0.0%
36 months	\$15,295	15.75%	45.9%
Total of Payments	\$15,295	Total % of Claim Distribution	45.9%
Periodic Interest*	\$5,295		
Origination Fee	\$500		
Finance Charge [Total Cost to You]*	\$5,795	Estimated APR*	15.98%

Scenario 2

Distribution Date†	Payment Amount	Periodic Interest Rate††	% of Claim Distribution
3 months	\$2,500	11.25%	7.5%
9 months	\$1,333	11.25%	4.0%
15 months	\$2,000	15.75%	6.0%
21 months	\$3,333	15.75%	10.0%
27 months	\$2,778	15.75%	8.3%
36 months	\$0	15.75%	0.0%
Total of Payments	\$11,945	Total % of Claim Distribution	35.8%
Periodic Interest*	\$1,945		
Origination Fee	\$500		
Finance Charge [Total Cost to You]*	\$2,445	Estimated APR*	17.60%

Scenario 3

Distribution Date†	Payment Amount	Periodic Interest Rate††	% of Claim Distribution
3 months	\$2,500	11.25%	7.5%
9 months	\$0	11.25%	0.0%
15 months	\$2,500	15.75%	7.5%
21 months	\$0	15.75%	0.0%
27 months	\$7,465	15.75%	22.4%
36 months	\$0	15.75%	0.0%
Total of Payments	\$12,465	Total % of Claim Distribution	37.4%
Periodic Interest*	\$2,465		
Origination Fee	\$500		
Finance Charge [Total Cost to You]*	\$2,965	Estimated APR*	17.19%

Scenario 4

Distribution Date†	Payment Amount	Periodic Interest Rate††	% of Claim Distribution
3 months	\$0	11.25%	0.0%
9 months	\$0	11.25%	0.0%
15 months	\$0	15.75%	0.0%
21 months	\$0	15.75%	0.0%
27 months	\$0	15.75%	0.0%
36 months	\$0	15.75%	0.0%
48 months	\$18,152	17.25%	54.5%
Total of Payments	\$18,152	Total % of Claim Distribution	54.5%
Periodic Interest*	\$8,152		
Origination Fee	\$500		
Finance Charge [Total Cost to You]*	\$8,652	Estimated APR*	16.30%

†Distribution dates are hypothetical and illustrative. Distributions may be made (and payments received) on, before or after these dates.

††These amounts are hypothetical and illustrative. The periodic interest rate will vary with the market. The periodic interest rate applied to the loan balance during the first year is the Prime Rate (as defined in your Note), plus 6.25% per annum (11.25% per annum as of August 3, 2018). The periodic interest rate applied to the loan balance during the second and third year is the Prime Rate plus 10.75% per annum (minimum 15.50% per annum). The periodic interest rate after the third anniversary applied to the loan balance is the Prime Rate, plus 12.25% per annum (minimum 17.00% per annum). This loan is subject to a minimum Prime Rate of 4.75% per annum. The rates shown above assume that the Prime Rate increases above the minimum rate; any actual change in the Prime Rate above the minimum rate could be higher or lower and at different times than illustrated in these scenarios. See the form of Non-Negotiable Non-Recourse Note for details.

*These amounts are hypothetical and illustrative. If the Prime Rate (as defined in the Non-Negotiable Non-Recourse Note) increases, then these amounts may increase. These amounts may also increase depending on the timing and amounts of distributions to claimants. The periodic interest rate applicable to the loan balance is different from the annual percentage rate, or "APR" because the periodic interest rate does not include any Origination Fee.

EXHIBIT B

Woodbridge Claimant Non-Recourse Loan Agreement

Claimant Name: _____
Claimant Email address: _____@_____
Claimant Residence address: _____

Bankruptcy Claim: \$ _____
Initial Principal Balance: \$ _____

The following terms constitute a binding agreement (the "Agreement") between you and Cross River Bank, a federally-insured New Jersey state-chartered commercial bank. The terms "CRB," "we," "us" and "our" refer to Cross River Bank and its successors or assigns as appropriate. **BY ELECTRONICALLY SIGNING THE AGREEMENT, YOU HAVE SIGNIFIED YOUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.** Under this Agreement, you agree to receive a loan from us through the website lending platform at www.peerform.com, including any subdomains thereof (the "Site") operated on our behalf by Peerform Inc., a Delaware corporation ("Peerform") and that the loan will be repaid from Distributions (as defined below) in accordance with the terms of this Agreement and the related Non-Negotiable Promissory Note described in section 3 below (the "Note"), attached as **Exhibit A**. The terms of this Agreement and the other documents relating hereto affect your rights and you should read them carefully and print copies for your records. Your agreement to the terms of this Agreement and the other documents relating hereto means you agree to borrow and repay the money from Distributions, agree to transact with us electronically, and agree, except as otherwise provided herein, to have any dispute with us resolved by binding arbitration.

1. Loan Terms. Your loan will have an initial principal balance of 30% of your allowed net bankruptcy claim associated with the bankruptcy proceedings styled In re Woodbridge Group of Companies, LLC, et al., 17-12560 (KJC) (100% of the net amount of such allowed claim, the "Bankruptcy Claim") (such proceeding, the "Woodbridge Bankruptcy Case", and the debtors in such proceeding, individually and collectively, "Woodbridge"). The proceeds of the loan to be received by you will be equal to such initial principal balance, less a 5% Origination Fee to be retained by us. Your obligations under this Agreement and the Note, including to repay principal, interest, and costs are non-recourse, such that they will be satisfied only by the amounts you are entitled to receive as Distributions, as set forth in this Agreement and in the Note; provided, however, that all of such obligations shall be fully recourse to you (and not non-

recourse) if any of the representations, certifications, or warranties that you have made or provided to us, or to Woodbridge in connection with the Bankruptcy Claim, are proved to have been materially false when made.

2. Verification and Authority. We reserve the right to verify any information you submit by requiring you to produce appropriate documentation or other proof, including proof of existence, authority and related matters if you are not an individual, and also reserve the right to conduct such verification through a third party. You hereby authorize us to request and obtain data from a third party to verify any information you provide to us in connection with your Bankruptcy Claim.

3. Loan Funding and Closing.

If we extend a loan to you, you shall be deemed to have executed by power of attorney (as described below), and be bound by the terms set forth in your Note, as to your loan. We are not bound to this Agreement or to provide the loan until we advise you that we have executed and delivered this Agreement, in connection with which Peerform will execute your Note on your behalf pursuant to a power of attorney you grant to Peerform as described below. You authorize us to disburse the loan proceeds by Automated Clearing House ("ACH") transfer to your designated account. BY COMPLETING YOUR APPLICATION AND SUBMITTING YOUR LOAN REQUEST, YOU ARE COMMITTING TO OBTAIN A LOAN FROM US IN THE AMOUNT OF 30% OF YOUR BANKRUPTCY CLAIM AND ON THE TERMS SET FORTH IN THIS AGREEMENT AND THE NOTE, SHOULD YOUR REQUEST BE FUNDED. YOU HAVE NO RIGHT TO RESCIND THE LOAN ONCE MADE BUT YOU MAY PREPAY THE LOAN AT ANY TIME WITHOUT PENALTY AFTER 6 MONTHS AFTER THE LOAN DISBURSEMENT DATE; THE NOTE SPECIFIES THE CALCULATION OF THE PREPAYMENT PENALTY THAT WILL BECOME DUE TO US IF ALL OR ANY PORTION OF THE LOAN IS PREPAID BY YOU OR ON YOUR BEHALF, INCLUDING BY WOODBRIDGE, WITHIN THE FIRST 6 MONTHS AFTER THE LOAN DISBURSEMENT DATE.

4. Making Your Loan Payments. You agree to allow us to collect loan payments by receiving any and all Distributions until your loan, including principal, accrued interest and costs, is paid in full. All other payments must comply with the payment instructions in your Note.

5. Binding First Priority. You hereby grant to us binding first priority on any distributions, payments and/or other consideration whatsoever ("Distributions") from Woodbridge (and the respective successors and assigns of the entities comprising Woodbridge, including, without limitation, a Chapter 7 trustee, Chapter 11 trustee, examiner, liquidation trustee acting on behalf of a liquidation trust, plan administrator, reorganized debtor, liquidation trust or wind-down entity

whether pursuant to a plan or otherwise) to you in respect of your Woodbridge Notes (as defined below) and your related Bankruptcy Claim, until all outstanding amounts to us are paid by you or any transferee of you. All Distributions to us in payment of your loan (including principal, interest, and costs) shall be final and irrevocable. You agree that you shall not take actions that are inconsistent with or which impair the terms and conditions of this Agreement, the Note, the loan provided under this Agreement and the Note, your Bankruptcy Claim, or any and all promissory notes giving rise thereto (the "Woodbridge Notes").

If we extend a loan to you, you shall be deemed to have executed by power of attorney (as described below), and be bound by the terms set forth in, the form of notice to pay attached as **Exhibit B** (the "Notice to Pay") as to your loan. The Notice to Pay shall be irrevocable absent express written consent of the Lender provided in its sole discretion. Peerform will execute your Notice to Pay on your behalf pursuant to a power of attorney you grant to Peerform, as described below, and will arrange to send such executed Notice to Pay (along with our signature) to Woodbridge. You hereby authorize us to share with Woodbridge, the Ad Hoc Noteholder Group, or any official committee appointed in the Woodbridge Bankruptcy Case, and any of their advisors, agents, or representatives any information regarding your loan, so that we may coordinate payments on your loan with Woodbridge. If we receive any amounts that exceed the amount of your obligations to us, we will contact you to coordinate delivery of such excess to you. Within 30 days after all obligations under this Agreement and the Note have been paid in full, we shall send Woodbridge an amendment to the Notice to Pay to direct all further Distributions to be paid to you.

6. Other Borrower Obligations. You hereby represent and warrant that, to your knowledge, (i) you are the sole holder of the Bankruptcy Claim and the respective Woodbridge Note, you have not pledged, assigned, sold, granted a lien on or security interest in, or otherwise conveyed your Woodbridge Note, and your Woodbridge Note is free from all encumbrances, liens, and rights of setoff of any kind, and (ii) you are not a prepetition insider of Woodbridge, an affiliate of Woodbridge, an insider of an affiliate of Woodbridge, or a prepetition employee of Woodbridge, nor are you involved in any way in the marketing or sale of notes of or units in Woodbridge. You hereby covenant that you will not pledge, assign, sell, grant a lien on or security interest in, or otherwise convey your Bankruptcy Claim or Woodbridge Note, and your Bankruptcy Claim and your Woodbridge Note shall remain free from all encumbrances, liens, and rights of setoff of any kind.

You hereby acknowledge, agree, consent and stipulate that the amount of your Bankruptcy Claim is equal to \$_____, and you hereby agree that such acknowledgment, agreement, consent and stipulation as to such amount shall be binding for all purposes in the Woodbridge Bankruptcy Case irrespective of anything to the contrary. You agree that you shall cooperate with Woodbridge and us to the allowance of your claims in the Woodbridge Bankruptcy Case in such amount. You agree not to dispute, object to, contest, question, waive, modify, amend, or surrender all or any portion of your Bankruptcy Claim in the amount allowed in the Woodbridge Bankruptcy Case. You agree that no transfer or encumbrance of your Bankruptcy Claim, Woodbridge Notes, underlying claims or liquidation trust interests inconsistent with the terms and conditions of this Agreement, the Note, and the loan shall be recognized (except that Woodbridge may recognize a transfer upon your death, so long as all of our rights and remedies are preserved and not impaired).

You agree that you will not, in connection with your loan request: (i) make any knowingly false, misleading or deceptive statements or omissions of fact in your loan request; (ii) knowingly misrepresent your identity, or describe, present or portray yourself as a person other than yourself; (iii) give to or receive from, or offer or agree to give to or receive from any Peerform member or other person any fee, bonus, additional interest, kickback or thing of value of any kind except in accordance with the terms of your loan; (iv) knowingly represent yourself to any person, as a representative, employee, or agent of ours, or purport to speak to any person on our behalf; or (v) knowingly provide, in your loan request or in communications on the Site related to your loan request, information upon which a discriminatory lending decision may be made, such as your race, color, religion, national origin, sex, or age. You acknowledge and agree that we may rely without independent verification on the accuracy, authenticity, and completeness of all information you provide to us. You certify that, to your knowledge, you are a resident of the United States and the proceeds of the loan will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity or used to purchase or carry on any (i) gambling or gaming including, without limitation, "OTB" or similar walk-in betting parlor; (ii) religious or charitable organization; (iii) disco or nightclub or other adult entertainment; (iv) the sale or display of any pornographic or obscene material or the conduct of any obscene, nude or semi-nude live performance or modeling; (v) pawn shop; (vi) drug rehabilitation clinic, halfway house or abortion or family planning clinic; (vii) church, synagogue, mosque or any other area of worship; (viii) business in which a principal has been convicted of a felony; (ix) Internet merchant; (x) apartment house; (xi) limousine or taxi service; (xii) arms/weapons dealer; (xiii) long distance provider; (xiv) art or antique dealer; (xv) lotteries or raffles; (xvi) auctions; (xvii) mailing lists; (xviii) auto rentals agency; (xix) mall kiosk; (xx) bail bond

service; (xxi) massage parlor; (xxii) bar/tavern; (xxiii) modeling agency; (xxiv) check cashing institution; (xxv) network provider; (xxvi) collection agency; (xxvii) companion or escort service; (xxviii) computer hardware and software retailer; (xxix) professional billing service; (xxx) computer online service; (xxxi) resort land promotion; (xxxii) consignment store; (xxxiii) resume preparer; (xxxiv) contractor/home repair; (xxxv) sexual encounter agency; (xxxvi) cooperative discount group; (xxxvii) sports forecasting; (xxxviii) credit restoration/repair service; (xxxix) talent booking agency; (xl) deposit broker; (xli) tattoo parlor; (xlii) drug paraphernalia; (xliii) third party hotel reservation service; (xliv) embassy, consulate or ministry; (xlv) third party processor; (xlvi) employment agency; (xlvii) towing agency; (xlviii) furniture store; (xlix) travel agency; (l) gambling establishment; (li) used auto sales; (lii) health spa/club (except country clubs); (liii) vitamin and supplement sales; (liv) income tax service; (lv) water purification; (lvi) insurance agency; or (lvii) website host.

You agree that this Agreement does not constitute or effect a transfer of your Bankruptcy Claim pursuant to Federal Rule of Bankruptcy Procedure 3001(e), and a notice of transfer will not be filed in Woodbridge Bankruptcy Case.

7. TCPA Consent & Privacy. As a condition of this Agreement and prior to the making of loan, while the loan is outstanding, and for a reasonable time following the repayment of the loan, you expressly consent to receiving calls and messages, including autodialed and prerecorded message calls and SMS messages (including text messages) from us, our agents and others calling at our request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that we may contact you by email, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for quality monitoring purposes

8. Assignment of Your Loan. Following the closing of your loan, you hereby agree that we may, without notice to you, assign all or any portion of our right, title and interest in this Agreement and/or your Note. If Peerform should no longer be serving as servicer in connection with this loan, we will cause notice of the new servicer to be provided to you.

9. Entire Agreement. This Agreement and your Note represents the entire agreement between you and us regarding the subject matter hereof and supersedes all prior or contemporaneous

communications, promises and proposals, whether oral, written or electronic, between us with respect to your loan. The CRB Privacy Notice attached as Exhibit C is incorporated by reference into this Agreement.

10. Consent to Electronic Transactions and Disclosures. THIS AGREEMENT IS FULLY SUBJECT TO YOUR CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES, WHICH CONSENT IS SET FORTH IN THE TERMS OF USE FOR THE SITE.

11. Notices. All notices and other communications to you hereunder may be given by email to your registered email address or posted on the Site, and shall be deemed to have been duly given and effective upon transmission. You acknowledge that you have sole access to such email account and your area on the Site and that communications from us may contain sensitive, confidential, and collections-related communications. If your registered email address changes, you must notify us of the change by sending an email to support@peerform.com or calling 1-800-338-8049. You also agree to update your registered residence address and telephone number on the Site if they change.

12. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION ON LIABILITY. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, WE MAKE NO REPRESENTATION OR WARRANTY TO YOU REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON YOUR FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY.

14. Miscellaneous. You may not assign, transfer, sublicense or otherwise delegate your rights or obligations under this Agreement or your Note to another person without our prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this section 14 shall be null and void. We are currently located in the state of New Jersey and this Agreement and the Note will be entered into in the state of New Jersey. The provisions of this Agreement will be governed by federal laws and the laws of the state of New Jersey to the extent not preempted, without regard to any principle of conflicts of laws that would require or permit the

application of the laws of any other jurisdiction. Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If at any time after the date of this Agreement, any of the provisions of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provisions of this Agreement. The headings in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement in any way. The Lender shall not notify any credit reporting agency of a default based on maturity of the Note, so long as there is no representation, certification, or warranty by Borrower in connection with the Bankruptcy Claim that is proved to have been materially false when made.

15. Arbitration.

a. For purposes of this arbitration provision, "we" "us" and "our" refer to Cross River Bank and its successors, assigns, employees, officers, directors, representatives and agents. Either you or we may, at its sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section 15 (the "Arbitration Provision"), unless either (i) you opt out as provided in section 15(b) below or (ii) we at any time elect to have such Claim adjudicated in the Woodbridge Bankruptcy Case. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us (or persons claiming through or connected with us), on the other hand, relating to or arising out of this Agreement, any Note, the Site, and/or the activities or relationships that involve, lead to, or result from any of the foregoing, including (except to the extent provided otherwise in the last sentence of section 15(f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to Peerform, Inc., 711 3rd Avenue, 6th floor, New York, NY 10017, Attention: Arbitration Department, which is received at the specified address within 30 days of the date of your electronic acceptance of the terms of this Agreement. The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your

name, address, and social security number; and be signed by you. You may send the opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used by you to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

c. The party initiating arbitration shall do so with the American Arbitration Association (the "AAA") or JAMS. The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply.

d. If we elect arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider *de novo* all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

f. We agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN

IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section 15(f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section 15(f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

g. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

h. This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of you and us; (ii) subject to our ability to elect to have the Claim adjudicated in the Woodbridge Bankruptcy Case, the bankruptcy or insolvency of any party or other person; and (iii) any transfer of any loan or Note or any other promissory note(s) which you owe, or any amounts owed on such loans or notes, to any other person or entity. If any portion of this Arbitration Provision other than section 15(f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section 15(f) are finally adjudicated pursuant to the last sentence of section 15(f) to be unenforceable, then no arbitration shall be had. In no event shall any invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT (SUBJECT TO YOUR OPTING

OUT IN ACCORDANCE WITH SECTION 15(b) OR OUR ELECTION TO HAVE THE CLAIM ADJUDICATED IN THE WOODBRIDGE BANKRUPTCY CASE UNDER SECTION 15(a)) WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. SUBJECT TO YOUR OPTING OUT IN ACCORDANCE WITH SECTION 15(b) OR OUR ELECTION TO HAVE THE CLAIM ADJUDICATED IN THE WOODBRIDGE BANKRUPTCY CASE UNDER SECTION 15(a), THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

16. Limited Power of Attorney. As a condition to receiving a loan from us, you hereby grant us a limited power of attorney and appoint us and/or our designees as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to: (1) complete and execute one or more Notes, representing in the aggregate the total principal amount you accept, and the terms, of each loan made to you by CRB in accordance with the estimated disclosures made to you about such loan (see the disclosures provided to you through your online Peerform account); and (2) a Notice to Pay up to the total amount due and owing by you under one or more Notes, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such power as fully to all intents and purposes as you might or could do in person ("Power of Attorney"). This Power of Attorney is limited solely to the purpose described above and will expire automatically upon the execution of the Notes and Notices to Pay by us on your behalf. At the Lender's election, the Lender may elect to provide an email notice to you advising you of the date (not fewer than [-----] business days' following the Lender's sending such email) upon which your right to revoke the Power of Attorney and to rescind your commitment to receive the loan (if you do not advise us in writing prior to such date that your commitment and Power of Attorney are revoked and rescinded) shall be deemed terminated; any such email will advise you of the Lender's anticipated funding date for the loan. Subject to the prior sentence, you may revoke the Power of Attorney at any time before the earlier of the funds representing your loan proceeds being transferred to your designated account and the Notes and Notice to Pay being executed and sent to Woodbridge on your behalf by contacting us by email at support@peerform.com or by regular mail at Peerform, Inc., 711 3rd Avenue, 6th floor, New York, NY 10017, Attention: Loan Processing Department. Once the Notes and Notices to Pay have been signed by Peerform, Inc. acting as your attorney-in-fact, however, they are deemed executed on your behalf, and the executed Notes and Notices to Pay shall be your valid and binding obligations thereafter. If you choose to revoke the Power of Attorney prior to execution of Notes, we will be unable to proceed with processing your loan

request, your pending loan requests will be considered withdrawn. In such event, we will remove any loan requests you have posted on the Site, and you may be prohibited from posting additional qualifying loan requests in the future in our discretion.

EXHIBIT A

NON-NEGOTIABLE NON-RECOURSE PROMISSORY NOTE

Borrower name and address: _____

_____, 20__¹

For value received, I ("Borrower") promise to pay, solely from Distributions (as defined in the Woodbridge Claimant Non-Recourse Loan Agreement ("Loan Agreement")) to the order of Cross River Bank or any subsequent holder ("Lender" "you" or "your") of this Non-Negotiable Non-Recourse Promissory Note (the "Note") the principal sum of \$[] Dollars with interest as set forth below. I intend to be legally bound by this Note. Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement. I have read, understood, and agreed to all of the terms of this Note.

Term. This Note matures on the third (3rd) anniversary of the date hereof, provided, however, that in the event that any obligations hereunder have not been paid in full as of such third (3rd) anniversary, then this Note matures on the fourth (4th) anniversary of the date hereof (the later of such dates, as applicable, "Maturity"), provided, however that on the date of any Distribution, the amount of the obligations that is equal to such Distribution shall become immediately due and payable, and the entire amount of such Distribution shall be applied to pay the obligations hereunder (first to interest and costs, and then to principal) until all such obligations are paid in full.

Borrower's obligations under this Note and the Agreement, including to repay principal, interest, and costs are non-recourse, such that they will be satisfied only by the amounts Borrower is entitled to receive as Distributions, as set forth in this Note and the Agreement; provided, however, that notwithstanding that this Note is labelled "Non-Recourse" or any provision that Borrower's obligation is to make such payments solely from Distributions, all of such obligations shall be fully recourse to Borrower (and not non-recourse) if any of the representations, certifications, or warranties that Borrower has made or provided to Lender, or to Woodbridge in connection with the Bankruptcy Claim, are proved to have been materially false when made.

¹ Note to Draft: This note should be dated the date of the Loan Disbursement Date, which will in almost all cases be after the date that the Woodbridge Claimant Loan Agreement is dated.

Interest. This loan has a variable interest rate. The periodic interest rate will vary with the market based on the Prime Rate. The Prime Rate is the highest bank prime interest rate per annum as published by the Wall Street Journal in its Money Rates Section on any business day and any change therein shall take effect on the following business day. This loan is subject to a minimum Prime Rate of 4.75% per annum. In the first year after the Loan Disbursement Date (as defined in the Loan Agreement, the outstanding balance of the loan evidenced by this Note (including accrued but unpaid periodic interest) is subject to an interest rate equal to the sum of (i) the greater of the Prime Rate or 4.75% per annum; plus (ii) 6.25% per annum, with a minimum interest rate of 11.00% per annum. In the second and third years after the Loan Disbursement Date, the outstanding balance of the loan evidenced by this Note (including accrued but unpaid periodic interest) is subject to an interest rate equal to the sum of (i) the greater of the Prime Rate or 4.75% per annum; plus (ii) 10.75% per annum, with a minimum interest rate of 15.50% per annum. From and after the third (3rd) anniversary of the Loan Disbursement Date, until all obligations under the Agreement and the Note are paid in full, the outstanding balance of the loan evidenced by this Note (including accrued but unpaid periodic interest) is subject to an interest rate equal to the sum of (i) the greater of the Prime Rate or 4.75% per annum, plus (ii) 12.25% per annum, with a minimum interest rate of 17.00% per annum. The daily periodic rate and corresponding annual percentage rate will change if the Prime Rate changes. If the daily periodic interest rate and corresponding annual percentage rate increases, the interest charges will increase. In the event that all or any portion of the outstanding balance of the loan evidenced by this Note is paid by Borrower or on behalf of Borrower, including by Woodbridge (and the respective successors and assigns of the entities comprising Woodbridge, including, without limitation, a Chapter 7 trustee, Chapter 11 trustee, examiner, liquidation trustee acting on behalf of a liquidation trust, plan administrator, reorganized debtor, liquidation trust or wind-down entity whether pursuant to a plan or otherwise), within the first six (6) months after the Loan Disbursement Date, Borrower will pay Lender from any Distribution, in addition to all accrued costs and interest arising through such date, a minimum finance charge equal to the amount of interest that would have accrued on such prepaid principal balance from and after the date of such payment and through and including the date that is six (6) months after the Loan Disbursement Date (using the interest rate in effect at the time of such payment). Notwithstanding anything to the contrary, the annual percentage rate will not exceed thirty percent (30%).

The periodic interest rate applicable to the loan balance is different from the annual percentage rate, or "APR" shown in the Truth in Lending Disclosure because the periodic interest rate does not include any Origination Fee.

Periodic interest is calculated daily on the basis of a 360-day year with 12 months each of which is 30 days (or 30/360) long, regardless if a month has more or less than 30 days in that billing cycle.

IMPORTANT. Interest accrues on principal (including on account of capitalized interest added to principal) from and after the Loan Disbursement Date. Borrower may owe a substantial sum of money just for interest that accrues prior to any Distributions made by Woodbridge (and the respective successors and assigns of the entities comprising Woodbridge, including, without limitation, a Chapter 7 trustee, Chapter 11 trustee, examiner, liquidation trustee acting on behalf of a liquidation trust, plan administrator, reorganized debtor, liquidation trust or wind-down entity whether pursuant to a plan or otherwise). Accrued interest will be added on a monthly basis to the principal amount of the loan to calculate the amount that Borrower owes at any time. This is called "capitalizing" the unpaid accrued interest.

This Note provides for monthly compounding interest, which means that Borrower will pay interest on the amount of interest that is capitalized and added into the principal amount of the loan on a monthly basis.

Payments. Principal and interest is to be paid in the following manner:

Payments of interest are due to be paid, in arrears, on the first day of each month in respect of the then outstanding principal amount of the loan (taking into account any capitalization of interest), provided that if no interest payment is made in cash on such date, then on such date the amount of such interest payment shall be added to the principal balance of the loan.

In addition, payments of principal and interest are to be made by Woodbridge (and its successors and assigns including, without limitation, a Chapter 7 trustee, Chapter 11 trustee, examiner, liquidation trustee acting on behalf of a liquidation trust, plan administrator, reorganized debtor, liquidation trust or wind-down entity whether pursuant to a plan or otherwise) to the Lender on the date of each Distribution until the date that the full amount of unpaid principal, together with unpaid costs and accrued interest, has been paid. If Borrower receives any Distributions prior to payment in full of this Note, then Borrower shall hold such Distribution in trust for Lender, advise Lender thereof, and immediately deliver such Distribution to Lender.

All payments on this Note are to be made in immediately available lawful money of the United States and without deduction or withholding for any taxes. All payments are to be applied first to the payment of costs and accrued interest, and the balance on account of outstanding principal. Payments may be made (i) online at TBD or (ii) by mail at 711 3rd Avenue, 6th Floor, New York, NY 10017. Payments verified by 5pm prevailing Eastern time will be applied the same day.

Fees and Charges. As set forth in the Agreement, a non-refundable origination fee paid by Borrower, will be deducted from the principal balance and reduce the Borrower's loan proceeds, so the loan proceeds delivered to Borrower will be less than the face amount of principal amount of the loan. Borrower acknowledges that the origination fee will be considered part of the principal of Borrower's loan and is subject to the accrual of interest. Borrower agrees to pay a fee of \$15 for each ACH transfer or check that Borrower (not Woodbridge) initiates or submits and that is returned or fails because of insufficient funds in Borrower's account or for any other reason. Borrower acknowledges that the bank that holds Borrower's designated account may charge a fee in addition to this fee. Each attempt to collect a Borrower-initiated payment is considered a separate transaction, so an unsuccessful payment fee will be assessed for each failed attempt. Borrower shall pay to Lender all reasonable costs of collection, enforcement, and administration of the loan, the Agreement, and this Note.

Prepayments and Partial Payments. Borrower may make any payment early, in whole or in part, without penalty or premium at any time after 6 months from the day of loan origination date. Any partial prepayment is to be applied first against costs and accrued interest outstanding, and the balance on account of outstanding principal. If all or any portion of the loan is paid prior to 6 months after the Loan Disbursement Date, a minimum finance charge as set forth above will be due and payable to Lender.

Use of Funds. Borrower certifies that Borrower is a resident of the United States and the proceeds of the loan will not be used for the purpose of purchasing or carrying any securities or to fund any illegal activity or used to purchase or carry on any (i) gambling or gaming including, without limitation, "OTB" or similar walk-in betting parlor; (ii) religious or charitable organization; (iii) disco or nightclub or other adult entertainment; (iv) the sale or display of any pornographic or obscene material or the conduct of any obscene, nude or semi-nude live performance or modeling; (v) pawn shop; (vi) drug rehabilitation clinic, halfway house or abortion or family planning clinic; (vii) church, synagogue, mosque or any other area of worship; (viii) business in which a principal has been convicted of a felony; (ix) Internet merchant; (x) apartment house; (xi) limousine or taxi service; (xii) arms/weapons dealer; (xiii) long distance provider; (xiv) art or antique dealer; (xv) lotteries or raffles; (xvi) auctions; (xvii) mailing lists; (xviii) auto rentals agency; (xix) mall kiosk; (xx) bail bond service; (xxi) massage parlor; (xxii) bar/tavern; (xxiii) modeling agency; (xxiv) check cashing institution; (xxv) network provider; (xxvi) collection agency; (xxvii) companion or escort service; (xxviii) computer hardware and software retailer; (xxix) professional billing service; (xxx) computer online service; (xxxi) resort land promotion; (xxxii) consignment store; (xxxiii) resume preparer; (xxxiv) contractor/home repair; (xxxv) sexual encounter agency; (xxxvi) cooperative discount group; (xxxvii) sports forecasting; (xxxviii) credit restoration/repair service; (xxxix) talent booking agency; (xl) deposit broker; (xli) tattoo parlor;

(xlii) drug paraphernalia; (xliii) third party hotel reservation service; (xliv) embassy, consulate or ministry; (xlv) third party processor; (xlvi) employment agency; (xlvii) towing agency; (xlviii) furniture store; (xlix) travel agency; (l) gambling establishment; (li) used auto sales; (lii) health spa/club (except country clubs); (liii) vitamin and supplement sales; (liv) income tax service; (lv) water purification; (lvi) insurance agency; or (lvii) website host.

Miscellaneous. This Note is not negotiable. Notwithstanding the foregoing, Lender may assign this Note without notice to Borrower. Borrower may not assign this Note without the prior written consent of Lender. This Note inures to the successors, permitted assigns, heirs and representatives of Borrower and Lender.

Borrower hereby waives demand, notice of non-payment, protest, and all other notices or demands whatsoever, and hereby consents that without notice to and without releasing the liability of any party, the obligations evidenced by this Note may from time to time, in whole or part, be renewed, extended, modified, accelerated, compromised, settled or released by Lender.

Any changes to this Note must be in writing signed by Borrower and Lender. Notices will be mailed electronically, or physically, to the addresses provided.

This Note and the Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof. Neither the Borrower nor the Lender have relied on any representations not contained or referred to herein or therein.

Controlling Law. Cross River Bank is located in the State of New Jersey and this Note has been executed and delivered in the State of New Jersey and is deemed a contract made under such state's law. The provisions of this Note will be governed by federal laws and the laws of the State of New Jersey to the extent not preempted, without regard to any principle of conflicts of law. The unenforceability of any provision of this Note shall not affect the enforceability or validity of any other provision of this Note.

STATE LAW NOTICES:

CALIFORNIA RESIDENTS ONLY: A married applicant may apply for a separate account.

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, Borrower is hereby notified that a negative credit report reflecting on Borrower's credit record may be submitted to a credit reporting agency if Borrower fails to fulfill the terms of Borrower's credit obligations.

MASSACHUSETTS RESIDENTS ONLY: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

MISSOURI AND NEBRASKA RESIDENTS: Oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable, regardless of the legal theory upon which it is

based that is in any way related to the credit agreement. To protect Borrower and Lender from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NEW JERSEY RESIDENTS: The section headings of the Note are a table of contents and not contract terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, actions or practices (i) by which Lender is or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may be or will be taken by Lender unless prohibited by "applicable law" are permitted by New Jersey law.

NEW YORK, RHODE ISLAND and VERMONT RESIDENTS: Borrower understands and agrees that Lender may obtain a consumer credit report in connection with this application and in connection with any update, renewals for extension of any credit as a result of this application. If Borrower asks, Borrower will be informed whether or not such a report was obtained, and if so, the name and address of the agency that furnished the report. Borrower also understands and agrees that Lender may obtain a consumer credit report in connection with the review or collection of any loan made to Borrower as a result of this application or for other legitimate purposes related to such loans.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with the law.

WASHINGTON RESIDENTS ONLY: Oral agreements or oral commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt are not enforceable under Washington law.

WISCONSIN RESIDENTS ONLY: For married Wisconsin residents, Borrower's signature confirms that this loan obligation is being incurred in the interest of Borrower's marriage or family. No provision of any marital property agreement (pre-marital agreement), unilateral statement under § 766.59 of the Wisconsin statutes or court decree under § 766.70 adversely affects Lender's interest unless, prior to the time that the loan is approved, Lender is furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. If this loan for which Borrower is applying is granted, Borrower will notify Lender if Borrower has a spouse who needs to receive notification that credit has been extended to Borrower.

PF-B.75141592, []

BY: PEERFORM, INC.

ATTORNEY-IN-FACT FOR BORROWER

(SIGNED ELECTRONICALLY)

EXHIBIT B

[Form of Direction to Pay]

[Date: To be dated the same day as the Note]

[Woodbridge]

[Address(es)]

The undersigned Borrower has obtained a loan from the undersigned Lender under the Noteholder Liquidity Facility described in that certain Order Approving (A) Procedures Relating To Proposed Noteholder Liquidity Facility And (B) Related Exclusivity Provisions, entered by the United States Bankruptcy Court for the District of Delaware on August __, 2018 (the "Order"). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Order.

This is the "notice to pay instruction" referred to in the Term Sheet referred to in the Order with respect to the undersigned Borrower, and accordingly is irrevocable and may not be modified, superseded or rescinded absent express written consent of the Lender described in the Term Sheet.

The Lender and the Borrower hereby direct the Debtors (and their respective successors and assigns including, without limitation, a Chapter 7 trustee, Chapter 11 trustee, examiner, liquidation trustee acting on behalf of a liquidation trust, plan administrator, reorganized debtor, liquidation trust or wind-down entity whether pursuant to a plan or otherwise) to pay and deliver any and all distributions, payments and/or other consideration whatsoever on account of Borrower's claims ("Distributions") to Lender as follows:

- Distributions in cash to be paid by wire transfer to: [Insert Lender's bank account information]
- Distributions not in cash to be delivered to: [Insert Lender's address.]

The Lender has the right to assign the loans made under the Noteholder Liquidity Facility. The Borrower and the Lender hereby direct the Debtors to pay and deliver

Distributions to such other accounts or addresses as Lender or its successors may from time to time indicate in writing to the Debtors. The Borrower hereby consents to all such future changes in such accounts or addresses and agrees that Borrower's further consent shall not be required to effect any such changes in these directions, provided that on Borrower's request, Lender shall advise Borrower of the directions for payments. Lender shall notify Debtors from time to time regarding the pay off amount due under the Borrower's loan, and when the loan has been paid in full.

Cross River Bank
("LENDER")

By: _____
Name: _____
Title: _____

[Insert Borrower's Name Here]
("BORROWER")

BY: PEERFORM, INC.
ATTORNEY-IN-FACT FOR BORROWER
(SIGNED ELECTRONICALLY)

EXHIBIT C

DRAFT- SUBJECT TO CHANGE – AUG 5, 2018
Woodbridge Claimant Loan

[Illustrative and Hypothetical - Based on \$10,000 Loan Amount]¹

The terms "you" and "your" refer to the borrower.

Notice: The following is a good faith estimate based on a single payment on the initial Maturity Date. The actual timing and amount of payment distributions that will be applied to your outstanding loan balance is unknown and will depend on factors beyond your or our control, such as, among other things, local housing markets, the ability to liquidate the assets of the bankruptcy estate and court approvals. **As a result, your actual rate, payment and costs could be higher or lower.** All numerical disclosures except the Amount Financed are estimates.

TRUTH IN LENDING ACT DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of my credit as a yearly rate.	The dollar amount the credit will cost me.	The amount of credit provided to me or on my behalf	The amount I will have paid after I have made all payments as scheduled.
<15.98>% e	\$<5,794.79> e	\$ 9,500	\$ <15,294.79> e

About Your Interest Rate: Your interest rate is variable and will vary with the market. The rate may increase during the term of this transaction if the Prime Rate (as defined in your Note) increases. The annual percentage rate will not exceed 30%. Any increase will result in a greater amount due under your Note.

My Payment Schedule will be:

Number of Payments e	Amount of Payments	When Payments Are Due e
1	\$15,294.79 e	36 months after loan disbursement date

Prepayment. If you pay off early, you may have to pay a penalty.

See your note and loan agreement for additional information about nonpayment, default and any required repayment in full before the scheduled due date.

e = estimate

Itemization of Amount Financed of \$9,500

(a) Loan amount (principal)	\$ 10,000
(b) Origination fee (prepaid finance charge)	500
(c) Amount Financed (a – b)	9,500

63112989 v1

¹ Note: This Stand Alone TILA Disclosure is being provided to show the format that will be provided to each borrower who elects to obtain a Woodbridge Claimant Loan. The actual Stand Alone TILA Disclosure that is distributed to any particular borrower will not use the hypothetical \$10,000 loan amount (which is illustrative and hypothetical), but will use the actual amount of that borrower's loan amount. The "Illustrative And Hypothetical" heading, and this footnote, will not appear in the actual Stand Alone TILA Disclosure that is provided to the borrower.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
WOODBIDGE GROUP OF COMPANIES, LLC,)	Case No. 17-12560 (KJC)
<i>et al.</i> , ¹)	
)	(Jointly Administered)
Debtors.)	

CERTIFICATE OF SERVICE

I, Colin R. Robinson, hereby certify that on the 6th day of August, 2018, I caused a copy of the following to be served on the attached service list in the manner indicated.

Notice of Filing of Supplemental Documents in Support of the Joint Motion of the Official Committee of Unsecured Creditors and the Ad Hoc Noteholder Group Pursuant to 11 U.S.C. §§ 105(a) and 363(b) for Entry of an Order Approving (A) Procedures Relating to Proposed Noteholder Liquidity Facility and (B) Related Exclusivity Provisions; Exhibits A, B.

/s/ Colin R. Robinson
Colin R. Robinson (DE Bar No. 5524)

¹ The last four digits of Woodbridge Group of Companies, LLC's federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14225 Ventura Boulevard #100, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors' noticing and claims agent at www.gardencitygroup.com/cases/WGC.

Woodbridge Group of Companies, LLC

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Case Number – 17-12560 (KJC)
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19 – Hand Delivery
93 – First Class Mail

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