

## Responses to the Relief Requested of Woodbridge

### Betty Jo Brown

- a. A caption setting forth the name of the court, the above-referenced case number and the title of the objection to which the response is directed

**Name of the court:**

**United States Bankruptcy Court for the District of Delaware**  
**824 N Market Street, 5<sup>th</sup> Floor, Courtroom No 5**  
**Wilmington, DE 19801**

**Case number:**

**17-12560-KJC**

**Title of the Objection:**

**Laurel Way Two Construction, Beverly Hills, CA**

- b. The name of the Respondent and a description of the basis for the amount and classification asserted in the disputed claim, if applicable

**Name of the respondent: Betty Jo Brown**

**Description of the basis: Laurel Way Two Construction, Beverly Hills, CA**

**Classification asserted in the claim: Woodbridge Claims Duplicate Filings**

- c. A concise statement setting forth the reasons why the particular disputed claim should not be disallowed, reclassified or otherwise modified for the reasons set forth in the objection, including, but not limited to, the specific factual and legal bases upon which the claimant will rely in opposing the objection at any hearing thereon

FILED  
2018 SEP -7 AM 11:05  
CLERK COURT  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

**The reason this particular disputed claim should not be disallowed is because the original claim was filed February 7, 2018, then I was asked to re-file on a Modified Official Form 410, which was completed and filed June 11, 2018. This modified form was preprinted with bar code and my name and address and the address of the property. It could be GCG did not replace the original claim with this modified claim.**

- d. All documentation or other evidence of the particular disputed claim or asserted amount and classification thereof, to the extent not already included with the proof of claim previously filed, upon which the respondent will rely in opposing the objection at any hearing thereon

**Please see attachment for both claims that were filed per the instructions of Woodbridge**

- e. The name, address, telephone number and email address of the person(s) (who may be the respondent or a legal representative thereof) (i) possessing ultimate authority to reconcile, settle or otherwise resolve the disputed claim on behalf of the respondent and (ii) to whom the debtor should serve any reply to the response

**Betty Jo Brown  
55 Fairway Court  
Dunn, NC 28334  
(910) 892-3297  
bjsbrown@hotmail.com**

<b>UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE</b>	
Name of Debtor:	Case No.
Woodbridge Group of Companies, LLC, et al. Case No. 17-12560	

FILED

2018 FEB -7 AM 11:23

CLERK  
U.S. BANKRUPTCY COURT  
DISTRICT OF DELAWARE

CRT



FILED - 00732

DISTRICT OF DELAWARE

WOODBIDGE GROUP OF COMPANIES, LLC  
17-12560/JUDGE KEVIN J. CAREY

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 603.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Betty Jo Brown  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Betty Jo Brown  
Name  
55 Fairway Court  
Number Street  
Dunn NC 28334  
City State ZIP Code

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Number Street  
\_\_\_\_\_  
City State ZIP Code

Contact phone 910-892-3297

Contact phone \_\_\_\_\_

Contact email bjsbrown@hotmail.com

Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
-----

4. Does this claim amend one already filed?

No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_

Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No  
 Yes. Who made the earlier filing? \_\_\_\_\_

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 2 5 6 0

7. How much is the claim? \$ 100,000.00 Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
money loaned

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
Nature of property:  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_

Basis for perfection: \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ \_\_\_\_\_  
Amount of the claim that is secured: \$ 100,000.00  
Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ 100,000.00

Annual Interest Rate (when case was filed) 7 %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Amount entitled to priority

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02 01 2018  
MM / DD / YYYY

Betty Jo Brown  
Signature

Print the name of the person who is completing and signing this claim:

Name Betty Jo Brown  
First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 55 Fairway Ct  
Number Street  
DUNN, NC 28334  
City State ZIP Code

Contact phone 910-892-3297 Email bjsbrown@hotmail.com

# Security Financial, LLC

950 48th Ave North Suite 202

Myrtle Beach, SC 29577

843-213-0009

October 11, 2017

Mrs. Betty Jo Brown  
55 Fairway Court  
Dunn, NC 28334

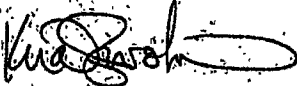
RE: Woodbridge Documents - For Your Records

Dear Betty Jo,

I hope this package finds you well! Enclosed you will find documents from Woodbridge. These documents are for your records and there is nothing further you need to do. Enclosed are the executed documents for the Laurel Way Two Construction - Beverly Hills, CA property.

If you have any questions please do not hesitate to contact us in the office.

Warm Regards,



Kira Zwolinski

Phone: (843)213-0009

Email: AmeritrustAdvisors@mail.com

cc: Steve Mosley



September 27, 2017

Ms. Betty Jo Brown  
55 Fairway Court  
Dunn, NC 28334

RE: Senior Interest Package – Laurel Way Two Construction – Beverly Hills, CA

Dear Ms. Brown,

Congratulations on your new loan.

Enclosed please find a copy of the executed documents for your records.

Beginning on the first of every month, you will receive an interest check. If you purchased your senior interest in the middle of the month, you will receive a pro-rated amount for your first month.

This is an exciting business which is expanding quickly and I'm sure you'll enjoy being a part of it.

If you have any questions, please contact myself or Lianna Iranossian.

Very Truly Yours

A handwritten signature in black ink, appearing to be 'RS', written over the words 'Very Truly Yours'.

Robert Shapiro

Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

**FOR YOUR RECORD PROMISSORY NOTE**

\$100,000.00

September 6, 2017  
Sherman Oaks, California

**FOR VALUE RECEIVED**, the undersigned, **WOODBIDGE MORTGAGE INVESTMENT FUND 3A, LLC**, a Delaware limited liability company having an office and a mailing address at 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423 (hereinafter referred to as the "**Borrower**") does hereby promise to pay to the order of **BETTY JO BROWN**, an individual having an address of 55 Fairway Court, Dunn, North Carolina 28334 (hereinafter referred to as "**Lender**"), at such place as the Lender may designate by written notice to Borrower, the principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), together with interest on all unpaid balances beginning as of the date hereof, at the fixed rate per annum as set forth in Section 1 hereof.

1. **Interest Rate.** The unpaid balance of the principal sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) shall bear interest from the date hereof through October 1, 2018, at a fixed rate of interest equal to seven and 00/100 percent (7.00%) per annum. After October 1, 2018, the unpaid balance of this Note shall bear interest at a fixed rate equal to nine and 00/100 percent (9.00%) per annum. The rate of interest charged hereunder shall never exceed the maximum amount, if any, allowable by law. Interest shall be charged on the principal balance from time to time outstanding on the basis of the actual number of days elapsed computed on the basis of a 360 day year.

2. **Default Interest Rate.** During the continuance of any Event of Default (as more particularly defined in Paragraph 6 below) under this Note by acceleration or otherwise, interest shall accrue from and after such Event of Default at four (4) percentage points above the interest rate then in effect hereunder (the "**Default Interest Rate**").

3. **Repayment.** Borrower promises to pay the interest and principal on this Note, as set forth below:

Monthly payments of interest shall be made commencing on October 1, 2017 and continuing on the same day of each and every month to occur thereafter, both before and after maturity by acceleration or otherwise.

The entire principal balance plus accrued and unpaid interest thereon, and all other sums and charges due to the Lender hereunder, unless sooner paid, shall be due and payable on January 1, 2019 (the "**Maturity Date**"). Upon and after the eighth (8<sup>th</sup>) day following Borrower's receipt of written notice from Lender of Borrower's failure to pay the entire principal balance plus accrued and unpaid interest on the Maturity Date as required, any outstanding amounts due under this Note shall bear interest at a fixed rate of twenty-four and 00/100 percent (24.00%) per annum.

4. **Application of Payments.** All payments pursuant to this Note shall be made in legal tender of the United States of America and shall be applied first to the payment of delinquency or late charges; if any; second, to the payment of accrued and unpaid interest on this Note; and third, the balance on account of the principal of this Note.

5. **Cure Period and Notice of Default.** Failure of Borrower to pay by its due date any installment of the principal or of interest within thirty (30) days from the date the same becomes due and payable, shall constitute a "**Payment Default**" under this Note. Borrower shall have a cure period of not less



Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

than thirty (30) days after receipt of written notice ("Notice of Default") of any alleged breach or Payment Default under the terms of this Note to cure the same.

6. **Event of Default.** Any alleged breach or Payment Default under this Note that is not fully cured following the expiration of the applicable cure period specified in a given Notice of Default shall constitute an event of default ("Event of Default") under this Note.

7. **Waiver of Rights.**

a. BORROWER HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT ACTION OR PROCEEDING OR ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE FINANCING TRANSACTIONS OF WHICH THIS NOTE OR THE COLLATERAL ASSIGNMENT DOCUMENTS (AS DEFINED BELOW) ARE A PART AND/OR THE ENFORCEMENT OF ANY OF LENDER'S RIGHTS AND REMEDIES. BORROWER ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER.

b. Borrower hereby waives diligence, demand, presentment for payment, protest and notice of protest, and notice of any renewals or extensions of this Note, and agrees that the time for payment of this Note may be changed and extended at Lender's sole discretion, without impairing its liability thereon, and further consents to the release of any party liable for this obligation, or the release of all or any part of the collateral given as security for the payment of this Note, without affecting its liability with respect hereto.

8. **Lender's Rights.** Lender's rights hereunder shall be cumulative and not exclusive and may be exercised at the sole discretion of Lender with respect to priority, order and type of collateral or security realized upon or applied toward the indebtedness evidenced hereby until this Note and all accrued and unpaid interest and other sums and charges due hereunder shall have been paid in full. Further, no failure on the part of Lender to exercise any right or remedy hereunder, whether before or after the occurrence of an Event of Default hereunder, shall constitute a waiver thereof, and no waiver of any past default shall constitute waiver of any future default or of any other default.

9. **Prepayment.** The Borrower shall have the right to prepay this Note in whole or in part at any time without penalty.

10. **Binding Effect.** This Note shall bind the successors and assigns of Borrower and shall inure to the benefit of the Lender, its successors and assigns.

11. **Captions and Section Headings.** The captions and section headings used in this Note are for convenience only and shall not be used to interpret, modify or affect in any way the covenants and agreements herein contained.

12. **Severability.** In the event that any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Note shall operate or would prospectively operate, to invalidate this Note, then the remaining provisions of this Note shall remain operative and in full force and effect, shall be valid, legal and enforceable and shall in no way be affected, prejudiced or disturbed thereby.

Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

13. **Governing Law.** This Note shall be governed by and construed in accordance with the laws of the State of Delaware.

14. **No Assignment.** Neither this Note, the Loan Agreement of even date herewith between Borrower and Lender, nor all other instruments executed or to be executed in connection therewith (collectively, the "Collateral Assignment Documents") are assignable by Lender without the Borrower's written consent and any such attempted assignment without such consent shall be null and void.

15. **Commercial Transaction.** Lender and Borrower each acknowledge and stipulate that the Loan is a commercial transaction.

16. **Security.** This Note will be secured inter alia by the Collateral Assignment Documents upon execution thereof.

**WOODBIDGE MORTGAGE  
INVESTMENT FUND 3A, LLC**

By: \_\_\_\_\_

  
Robert Reed  
~~Its Authorized Representative~~

Accepted and Agreed to by Lender:

  
\_\_\_\_\_  
BETTY JO BROWN

Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

### **LOAN AGREEMENT**

**THIS LOAN AGREEMENT** (this "Agreement") made on this September 6, 2017, by and between **BETTY JO BROWN**, an individual having an address of 55 Fairway Court, Dunn, North Carolina 28334 (hereinafter referred to as the "Lender") and **WOODBIDGE MORTGAGE INVESTMENT FUND 3A, LLC**, a Delaware limited liability company, having an office at 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423 ("Woodbridge").

### **WITNESSETH:**

**WHEREAS**, Lender wishes to make a loan (the "Loan") to Woodbridge to fund, in part, a loan to a third-party borrower, as more fully defined below (the "Pledged Loan"); and

**WHEREAS**, Lender advanced to Woodbridge a portion of the funds that, with other funds from Woodbridge, will be used to make the Pledged Loan; and

**WHEREAS**, Lender acknowledges that Woodbridge has executed or intends to execute other notes and loan agreements to fund the Pledged Loan on a pari passu basis with other lenders; and

**WHEREAS**, Woodbridge and Lender have agreed to the foregoing transaction on the terms and conditions and in reliance upon the representations and warranties of Woodbridge and Lender hereinafter set forth:

**NOW, THEREFORE**, in consideration of the foregoing and in further consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Lender has agreed to lend Woodbridge the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00). The foregoing obligation shall be evidenced by Woodbridge's promissory note to Lender, in the original principal amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00), in the form of Exhibit A hereto and made a part hereof (as the same may be amended or modified from time to time, the "Note"), with appropriate insertion of dates.

The Note shall bear interest at a rate equal to seven and 00/100 percent (7.00%) per annum, subject to such default rates as may be set forth in the Note; provided, however, that the rate of interest charged thereunder shall never exceed the maximum amount, if any, allowable by law. Interest shall be payable as provided in the Note and shall be charged on the daily outstanding principal balance on the basis of the actual days elapsed and on a three hundred sixty (360) day year.

Interest shall be payable as provided in the Note. The entire outstanding principal balance of the Note shall be due and payable in full on January 1, 2019 unless sooner prepaid. Woodbridge may prepay the Note without penalty at any time.

2. **Security Interest**. Woodbridge hereby grants to the Lender a security interest in all of the Woodbridge's present and future right, title and interest in and to any and all of the following (the "Collateral");

(a) That certain loan in the principal amount of Twelve Million One Hundred Thousand and 00/100 Dollars (\$12,100,000.00) (the "Pledged Loan") extended or to be extended to Arlington Ridge Investments, LLC (the "Borrower") secured by a second priority lien on the real property located at 1357 Laurel Way, Beverly Hills, California 90210 (the "Premises");

(b) The promissory note evidencing the Pledged Loan (the "Underlying Note");

Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

- (c) The mortgage or deed of trust securing the Pledged Loan with an interest in the Premises (the "Underlying Mortgage"); and
- (d) Title insurance policies and such other instruments or documentation as may be executed and delivered to Woodbridge in conjunction with the Pledged Loan (said Underlying Note, Underlying Mortgage and other associated loan documents collectively hereafter referred to as the "Loan Documents").
- (e) Upon the consummation of the Pledged Loan, Woodbridge will execute and deliver to Lender collateral assignment documents substantially in the form attached hereto as Exhibits B and C.
- (f) Lender acknowledges that they are only providing the financing for a portion of the Pledged Loan and, therefore, Woodbridge retains the right to execute other notes, loan agreements, assignments, and collateral assignments in favor of other lenders as may be necessary to fund the Pledged Loan secured by the Collateral on a pari passu basis with such other lenders. Lender further agrees that it, and any such other lenders, shall execute an Intercreditor Agreement substantially in the form attached hereto as Exhibit D in order to confirm that their interests in the Collateral are of equal priority.

**3. Representations and Warranties.**

(a) Woodbridge represents and warrants to Lender that Woodbridge has or will have good and marketable title to the Pledged Loan and the Collateral free from any adverse liens, security interests or encumbrances on record as of the date of the Pledged Loan.

(b) The execution and delivery of the Note, this Agreement, and every other agreement, instrument or document executed and delivered to Lender by Woodbridge pursuant to the terms hereof, are valid, legal and binding upon it and enforceable in accordance with their respective terms.

(c) All information furnished or to be furnished by Woodbridge pursuant to the terms hereof will not, at the time the same is furnished, contain any untrue statement of a material fact and will not omit to state a material fact necessary to make the information so furnished, in the light of the circumstances under which such information is furnished, not misleading.

(d) Lender represents and warrants to Woodbridge that: (i) the Loan Documents and the Pledged Loan they evidence constitute a commercial loan transaction and are not for investment purposes; and (ii) Lender has reviewed the Loan Documents and the associated other information on the Borrower of the Pledged Loan, and has had the opportunity to review said documents and information with its own legal counsel, and has had sufficient access to all of said documents and information to allow it to make its own credit decision with respect to the Pledged Loan, and has, in fact, made its own credit decision in making the Loan.

**4. General Provisions.**

(a) This Agreement is an integrated document and all terms and provisions are embodied herein and shall not be varied by parol;

(b) This Agreement is made, executed and delivered in the State of Delaware and it is the specific desire and intention of the parties that it shall in all respects be construed under the laws of the State of Delaware;

(c) The captions for the paragraphs contained in this Agreement have been inserted for convenience only and form no part of this Agreement and shall not be deemed to affect the meaning or construction of any

Property ID : Laurel Way Two Construction -  
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of the covenants, agreements, conditions or terms hereof;

(d) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, that Lender shall not assign, voluntarily, by operation of law or otherwise, any of its rights hereunder without the prior written consent of Woodbridge and any such attempted assignment without such consent shall be null and void;

(e) No delay or failure of Lender in exercising any right, power or privilege hereunder shall affect such right, power or privilege, nor shall any single or partial exercise preclude any further exercise thereof or the exercise of any other rights, powers or privileges; and

(f) This Agreement, the security interest hereby granted to Lender by Woodbridge and every representation, warranty, covenant, promise and other then herein contained shall survive until the Note has been paid in full.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW]**

Property ID : Laurel Way Two Construction -  
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Principal : \$100,000.00  
Int. Rate : 7.00%

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed, and Delivered  
in the Presence of:

C. Alan Mosley  
(Witness)

[Signature]  
(Witness)

[Signature]  
BETTY JO BROWN

Lily Golden

Norma Young

**WOODBIDGE MORTGAGE  
INVESTMENT FUND 3A, LLC**

By: [Signature]  
Robert Reed  
Its Authorized Representative

Property ID : Laurel Way Two Construction -  
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Principal : \$100,000.00  
Int. Rate : 7.00%

**EXHIBIT LIST**

- EXHIBIT A Note from Woodbridge to Lender
- EXHIBIT B Form of Assignment
- EXHIBIT C Form of Collateral Assignment
- EXHIBIT D Form of Intercreditor Agreement

Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

**EXHIBIT A**

**Note from Woodbridge to Lender**

[Redacted content]



Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

**EXHIBIT B**

**Form of Assignment**

**ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE**

THIS ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE (this "Assignment") made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by **WOODBIDGE MORTGAGE INVESTMENT FUND 3A, LLC**, a Delaware limited liability company with an office and a mailing address at 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423 (the "Assignor"), in favor of \_\_\_\_\_, having an address of \_\_\_\_\_ (the "Assignee").

**WHEREAS**, Assignee has extended a term loan (the "Loan") in the original principal amount of \_\_\_ Hundred Thousand and 00/100 Dollars (\$\_\_\_,000.00) to Assignor (the obligations of Assignor in respect of the Promissory Note evidencing said Loan being hereinafter referred to as the "Obligations"); and

**WHEREAS**, it is a condition of Assignee's agreement to extend such Loan that Assignor assign to Assignee its interest in certain documents hereinafter described, and the indebtedness related thereto, as security for the Obligations;

**NOW, THEREFORE**, as security for the Obligations, and as an inducement to Assignee to extend the Loan and in consideration therefor, and in consideration of Ten Dollars (\$10.00) to Assignor paid, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, bargains, sells, assigns, conveys, transfers and sets over unto Assignee a security interest in and lien upon, all of Assignor's right, title and interest in, to and under: (a) a certain Mortgage from \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_, in favor of Assignor (the "Assigned Mortgage"), encumbering certain real and personal property described therein, (b) a certain Promissory Note in the principal amount of \_\_\_ Hundred Thousand and 00/100 Dollars (\$\_\_\_,000.00), dated \_\_\_\_\_, 20\_\_\_, made by \_\_\_\_\_ and payable to the order of Assignor (the "Assigned Note"), and all proceeds thereof and all other documents securing or guarantying the same (the Assigned Mortgage, the Assigned Note, and all other documents or instruments securing or guarantying the same being hereinafter referred to collectively as the "Assigned Documents").

Assignor further covenants and agrees as follows:

1. The occurrence of an "Event of Default" under the Promissory Note evidencing the Loan, or under the Collateral Assignment dated of even date herewith, beyond the applicable notice and cure period shall constitute an "Event of Default" under this Assignment. So long as no Event of Default shall have occurred, Assignor shall be entitled to collect all payments of interest and all scheduled payments of principal (collectively, "Scheduled Payments") on the Assigned Documents.

2. In the event of any payment (other than Scheduled Payments or pre-payments) under the Assigned Note, the obligor under the Assigned Documents ("Borrower") is hereby irrevocably authorized and directed to make such payment directly to Assignee or to such person as Assignee shall otherwise direct. Assignor shall immediately pay over to Assignee any such payment received directly from Borrower.

3. Upon written notice from Assignee that an Event of Default exists, Borrower shall thereafter make, and is hereby irrevocably authorized and directed to make, all payments under the Assigned Documents directly to Assignee or to such person as Assignee shall otherwise direct, to be applied against the Obligations until such Obligations are satisfied. Upon satisfaction of such Obligations, all remaining payments under the Assigned Documents, if any, shall resume to be made and directed to Assignor.

4. Upon the occurrence of an Event of Default, Assignor will not grant any waivers, indulgences, modifications, extensions or other departures by Borrower from or of the obligations required to be performed by Borrower under the Assigned Documents and any security or other agreement executed in connection therewith, without the prior written consent of Assignee. At Assignee's request, Assignor shall also provide to Assignee such other information regarding the Borrower or the Premises secured by the Assigned Mortgage as Assignor may have in its possession.

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Int. Rate : 7.00%

5. This Assignment is executed only as security for the Obligations. The execution and delivery of this Assignment shall not subject Assignee to, or transfer or pass to Assignee, or in any way affect or modify, the liability of Assignor under any or all of the Assigned Documents.

6. In the exercise of its powers hereunder or under any documents relating to the Obligations, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignor hereby agrees to indemnify Assignee, and hold it harmless, from any and all liabilities, losses, or damages which Assignee shall incur by reason of this Assignment or the Assigned Documents and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or, undertakings required to be performed by Assignor in connection with the Assigned Documents.

7. Assignor hereby agrees and acknowledges that neither the acceptance of this Assignment by Assignee nor the exercise of, or failure to exercise, any right, power or remedy in this instrument conferred upon Assignee shall be deemed or construed to obligate Assignee, or its successors or assigns, to pay any sum of money, take any action or incur any liability in connection with any of the Assigned Documents. It is further agreed and understood by Assignor that neither Assignee nor its successors or assigns shall be liable in any way for any costs, expenses or liabilities connected with, or any charges or liabilities resulting from, any of the Assigned Documents.

8. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns. Notwithstanding anything contained herein, however, neither the Note nor the other Loan Documents are assignable by Assignee without the Assignor's written consent, and any such attempted assignment without such consent shall be null and void. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

9. (a) Any notice, report, demand, request or other instrument or communication authorized or required under this Assignment to be given to Assignor, Assignee or Borrower shall be deemed given if addressed to the party intended to receive the same, at the address of such party set forth below, (i) when delivered at such address by hand or by overnight delivery service, or (ii) three (3) days after the same is deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party:

Assignor: Woodbridge Mortgage Investment Fund 3A, LLC  
14225 Ventura Boulevard  
Suite 100  
Sherman Oaks, California 91423

Assignee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) Any party may change the address to which any such notice, report, demand, request or other instrument or communication to such party is to be delivered or mailed, by giving written notice of such change to the other parties, but no such notice of change shall be effective unless and until received by such other parties.

10. Upon full payment and performance of the Obligations, this Assignment shall terminate and shall be of no further force and effect. Upon such termination, Assignee shall indorse the Assigned Note to the order of Assignor (or otherwise as Assignor may direct), without recourse, warranty or representation, and Assignee shall deliver the Assigned Note to Assignor.

11. Notwithstanding anything to the contrary set forth in this Assignment, unless and until Assignee shall have exercised its rights under paragraph 3 above, Assignor shall be entitled to foreclose the Assigned Mortgage. The proceeds of such foreclosure shall be applied to payment of the Obligations before being used for any other purpose.

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Int. Rate : 7.00%

**IN WITNESS WHEREOF**, the Assignor has executed this Assignment as of the date first written above.

Assignor:

**WOODBIDGE MORTGAGE  
INVESTMENT FUND 3A, LLC**

By: \_\_\_\_\_  
Robert Reed  
Its Authorized Representative

\_\_\_\_\_  
  
\_\_\_\_\_

Property ID : Laurel Way Two Construction -  
Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

## EXHIBIT C

### Form of Collateral Assignment

#### COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF NOTE, MORTGAGE, AND OTHER LOAN DOCUMENTS (this "Assignment"), dated as of this \_\_\_ day of \_\_\_ 20\_\_\_, is made and given by WOODBRIDGE MORTGAGE INVESTMENT FUND 3A, LLC, a Delaware limited liability company ("Borrower"), having an address at 14225 Ventura Boulevard, Suite 100, Sherman Oaks, California 91423, and in favor of \_\_\_\_\_, having an address of \_\_\_\_\_, his or her successors and assigns ("Lender").

#### Background:

Lender has agreed to make, and Borrower has agreed to accept, a loan in the original maximum principal amount of \_\_\_ Hundred Thousand and 00/100 Dollars (\$\_\_\_\_,000.00) (the "Loan") upon the terms and conditions set forth in that certain Promissory Note, dated \_\_\_\_\_, in the original principal amount of \_\_\_ Hundred Thousand and 00/100 Dollars (\$\_\_\_\_,000.00) made by Borrower and payable to Lender (as the same may be amended or modified from time to time, the "Note").

Lender understands that Borrower shall utilize the proceeds of the Loan to fund a loan to a third party borrower, such loan to be made pursuant to the "Underlying Documents" more particularly described in Section 2.1.1 below. As a condition to making the Loan, Lender has required Borrower to assign to Lender, as additional security for the Loan, all of Borrower's right, title and interest in and to the promissory notes, security instruments and other loan documents conveyed including without limiting the generality of the foregoing, all rights to receive payments under such collateral.

#### Statement of Agreement

NOW, THEREFORE, for valuable consideration, separate and distinct from the consideration given by Lender with respect to the Loan, the receipt and adequacy of which are hereby acknowledged, Borrower agrees as follows:

1. **Recitals.** The Recitals are incorporated herein by this reference.
2. **Assignment.** As security for the performance of all obligations of Borrower to Lender under the Note, the Assignment of Promissory Note and Mortgage, and all other documents now or hereafter evidencing, securing or related to the Loan (collectively, the "Loan Documents"), Borrower hereby assigns and transfers to Lender, on a non-exclusive basis, all of its right, title and interest in and to the following collateral (the "Collateral"):
  - 2.1.1. All right, title, interest, claims or rights of Borrower now or hereafter in and to the notes, deeds to secure debt, security instruments, guaranties and other loan documents (collectively, the "Underlying Documents") described on Exhibit "A" attached hereto and incorporated herein by this reference; and
  - 2.1.2. Any and all proceeds of a casualty or condemnation, repayment of loans, proceeds of foreclosure sales, and payments of any kind or nature whatsoever, now or hereafter distributable or payable to Borrower by reason of Borrower's ownership of the Underlying Documents; and
  - 2.1.3. All accounts, contract rights, security entitlements, investment property and general intangibles now or hereafter evidencing, arising from or relating to any of the foregoing; and
  - 2.1.4. All right of Borrower to collect and enforce payments pursuant to the terms of the Underlying Documents; and
  - 2.1.5. All documents, writings, leases, books, files, records, computer tapes, programs, ledger books and ledger pages arising from or used in connection with any of the foregoing; and
  - 2.1.6. All renewals, extensions, additions, substitutions or replacements of any of the foregoing; and

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Principal : \$100,000.00  
Int. Rate : 7.00%

2.1.7. All powers, options, rights, privileges and immunities pertaining to any of the foregoing; and

2.1.8. All proceeds of any of the foregoing and all cash, security or other property distributed on account of any of the foregoing.

3. **Representations and Warranties.** Borrower hereby represents and warrants that: (a) Borrower is or will be the true owner of the interests under the Underlying Documents; (b) Borrower has not assigned or granted a security interest in the Collateral to any person or entity that is or will be superior to that of the Lender; and (c) to Borrower's knowledge, (i) Borrower's interest in the Collateral is not and will not be subject to any claims, setoffs, encumbrances or deductions, and (ii) the Loan Documents constitute and will constitute valid and binding obligations of Borrower.

4. **No Assumption by Lender and Covenants of Borrower.** Neither this Assignment nor any action or actions on the part of Lender after the date hereof shall constitute an assumption by Lender of any obligations under the Underlying Documents, and Borrower shall continue to be liable for all obligations thereunder arising after the date hereof. Borrower agrees to perform punctually any and all obligations it may have under the Underlying Documents, to take such steps as it may deem necessary or appropriate to secure performance by the obligor(s) and guarantor(s) of the Underlying Documents thereon of all of its obligations under the applicable Underlying Documents.

5. **Benefits Conditionally Retained by Borrower.** Lender hereby grants Borrower the right to continue to receive the benefits of, and exercise the rights under, the Underlying Documents unless an Event of Default (as described in Section 14 below) exists, in which event such rights may be revoked at any time thereafter at the option of Lender.

6. **Action by Lender Following Event of Default.** Lender shall have the right, but not an obligation, at any time while an Event of Default exists, without notice and without taking possession of the Property or any part thereof, to take in Lender's name or in the name of Borrower such action as Lender may, at any time or from time to time, reasonably determine to be necessary to cure any default under the Underlying Documents or to protect or exercise the rights of Borrower or Lender thereunder, and may otherwise exercise any other rights or remedies Lender has under the Loan Documents. Lender shall incur no liability if any action taken by it or on its behalf pursuant to this Assignment shall prove to be in whole or in part inadequate or invalid; and Borrower hereby agrees to indemnify, defend, and hold Lender free and harmless from and against any loss, costs, liability or reasonable expense (including, without limitation, reasonable attorneys' and accountants' fees and expenses, court costs and investigation expenses) actually incurred by Lender in connection with its actions under this Section 6.

7. **Power of Attorney.** Borrower hereby irrevocably constitutes and appoints Lender as its true and lawful agent and attorney-in-fact, with full power of substitution, to demand, receive and enforce all rights of Borrower under the Underlying Documents, following the occurrence and during the continuance of an Event of Default, to modify, supplement and terminate the Underlying Documents, to transfer the Underlying Documents to Lender, to give appropriate releases, receipts for or on behalf of Borrower in connection with the Underlying Documents, to file, pursue, receive payment and acquittances for or otherwise compromise each and every claim Borrower has or may have against the obligor(s) and guarantor(s) of the Underlying Documents for payment or otherwise under the Underlying Documents, all in the name, place and stead of Borrower or in Lender's name, with the same force and effect as Borrower could have if this Assignment had not been made. Borrower authorizes any third party to rely exclusively on the certificate of an officer of Lender or its successor for the establishment of an Event of Default and hereby waives and releases any claim Borrower may have against such third party for such reliance. Borrower hereby agrees to deliver to Lender, upon Lender's written demand and after the occurrence and during the continuance of an Event of Default, all instruments and documents as Lender may reasonably require in order to permit Lender's succession to the right, title and interest of Borrower in and to the Underlying Documents as provided herein. Borrower appoints Lender as its attorney-in-fact to execute any and all such documents on Borrower's behalf upon any failure of Borrower to so execute such documents, it is hereby recognized that the power of attorney herein granted is coupled with an interest and is irrevocable. At Lender's

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Int. Rate : 7.00%

option, Lender may record this Assignment in the recording office. By acceptance of this Assignment, Lender agrees that it shall not exercise the power of attorney granted herein unless there shall have occurred and be continuing an Event of Default.

**8. Binding Effect.** This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns, including without limitation any purchaser upon foreclosure of the lien and security interests created by the Underlying Documents or under a deed in lieu of such foreclosure and any receiver in possession of the Property.

**9. No Release or Termination.** The taking of this Assignment by Lender shall not affect the release of any other collateral now or hereafter held by Lender as security for the obligations of Borrower under the Loan Documents, nor shall the taking of additional security for any such obligations hereafter effect a release or termination of this Assignment, or any terms or provisions hereof.

**10. No Waiver.** No failure or delay on the part of Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder are cumulative and may be exercised by Lender either independently of or concurrently with any other right, remedy or power contained herein or in any instrument executed in connection with the Loan Documents.

**11. Captions.** The section titles or captions contained in this Assignment are for convenience only and shall not be deemed to define, limit or otherwise modify the scope or intent of this Assignment.

**12. Variation in Pronouns.** All the terms and words used in this Assignment, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Assignment or any paragraph or clause herein may require, the same as if such word had been fully and properly written in the correct number and gender.

**13. Notices.** Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be given in the manner required by the Loan Documents.

**14. Event of Default.** The occurrence of an Event of Default under the Note or any of the other Loan Documents beyond the applicable notice and cure period shall constitute an "Event of Default" under this Assignment.

**15. Successors and Assigns.** This Assignment shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of the Lender and Lender's successors; provided, however, and notwithstanding anything contained herein, neither the Note nor the Loan Documents are assignable by Lender, in whole or in part, and any such attempted assignment shall be null and void.

**16. Governing Law.** The parties hereby acknowledge, consent and agree this Assignment and the rights of all parties mentioned herein shall be governed by the laws of the State of Delaware.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK - SIGNATURE PAGE FOLLOWS]**

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Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

**IN WITNESS WHEREOF**, the Borrower, acting by its duly authorized officer, has signed, sealed and delivered this Assignment on the date above written.

**BORROWER:**

**WOODBIDGE MORTGAGE  
INVESTMENT FUND 3A, LLC**

By: \_\_\_\_\_  
Robert Reed  
Its Authorized Representative

STATE OF CONNECTICUT    )  
  )  
  )    ss.  
COUNTY OF TOLLAND    )

On this \_\_\_\_ of \_\_\_\_\_, 20\_\_, before me, the undersigned notary public, personally appeared Robert Reed, Authorized Representative of Woodbridge Mortgage Investment Fund 3A, LLC, a Delaware limited liability company, to me known and known by me to be the party executing the foregoing Collateral Assignment of Note, Mortgage and Other Loan Documents instrument on behalf of said limited liability company, in favor of \_\_\_\_\_, and acknowledged said instrument and the execution thereof, to be his free act and deed as such officer and the free act and deed of said limited liability company.

Notary Public \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
(Notary Seal)

**EXHIBIT A TO COLLATERAL ASSIGNMENT**

1. That certain Mortgage from \_\_\_\_\_, dated \_\_\_\_\_, in favor of Woodbridge Mortgage Investment Fund 3A, LLC, encumbering certain real and personal property described therein.
2. That certain Promissory Note in the original principal amount of \_\_\_\_\_ Hundred Thousand and 00/100 Dollars (\$\_\_\_\_,000.00), dated \_\_\_\_\_, 20\_\_, made by \_\_\_\_\_ and payable to the order of Woodbridge Mortgage Investment Fund 3A, LLC.

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Beverly Hills, CA  
Principal : \$100,000.00  
Int. Rate : 7.00%

**EXHIBIT D**

**Form of Intercreditor Agreement**

**INTERCREDITOR AGREEMENT (PARI PASSU)**

THIS INTERCREDITOR AGREEMENT ("Agreement") is entered into by and between \_\_\_\_\_, having an address at \_\_\_\_\_ ("First Party") and \_\_\_\_\_, having an address at \_\_\_\_\_ ("Second Party") (First Party and Second Party are sometimes herein referred to collectively as the "Lenders" and individually as a "Lender"), as of the date written below.

**WITNESSETH**

**WHEREAS**, the Lenders have agreed collectively to lend \$ \_\_\_\_\_ to Woodbridge Mortgage Investment Fund 3A, LLC, a Delaware limited liability company ("Woodbridge"), and

**WHEREAS**, in return for the loans by the Lenders, Woodbridge will execute and deliver to each of them promissory notes each in the original principal amount of \$ \_\_\_\_\_ (the "Notes"), and

**WHEREAS**, Woodbridge intends to use the funds (the "Loans") provided by Lenders to finance a mortgage loan in the principal amount of \$ \_\_\_\_\_ to \_\_\_\_\_, to be evidenced by a promissory note and secured by a mortgage on property located at \_\_\_\_\_ (the "Underlying Note" and the "Mortgage" respectively), and

**WHEREAS**, upon closing of the Loans, Woodbridge will deliver to each of the Lenders a collateral assignment of the Underlying Note and Mortgage as security for the Notes (the "Collateral Assignments"); and

**WHEREAS**, the Lenders wish that each of them shall be treated equally with reference to the payment under the respective Notes and/or enforcement of the Collateral Assignments; and

**WHEREAS**, this Agreement shall be effective and bind the parties hereto.

**NOW THEREFORE**, the parties hereto agree as follows:

1. The above recitals are hereby made a part of this Agreement.
2. Unless explicitly agreed to the contrary in writing, the Lenders shall have equal rights of enforcement, priorities, duties, and obligations under the Notes, and the Collateral Assignments and any other documentation executed and delivered in connection therewith (the "Loan Documents").
3. In the event of a default under any of the Notes, the Collateral Assignments or other Loan Documents, all of the Notes shall be in default, and shall be due and payable at the option of the Lenders acting in concert.
4. If any of the Lender(s) desire to exercise any rights it may have under the Loan Documents, it shall notify the other Lender(s) as soon as practicable.
5. All notices, consents, waivers, and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by fax (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses and fax numbers as set forth below (or to such other addresses and fax numbers as a party may designate by notice to the other parties):

**LENDERS:**

First Party

and

Second Party



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Principal : \$100,000.00  
Int. Rate : 7.00%

6. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Delaware, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and each of the parties consents to the jurisdiction of such courts (and of the appropriate Appellate Courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

7. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the Agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

8. If any provision of this Agreement is held invalid or unenforceable by any court or competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9. This Agreement will be governed by the laws of the State of Delaware without regard to conflicts of interest principles.

10. This Agreement may be executed in any number of counterparts, each of which taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

LENDER(S):

\_\_\_\_\_  
FIRST PARTY

\_\_\_\_\_  
SECOND PARTY

Acknowledged and Agreed to by:

**WOODBIDGE MORTGAGE  
INVESTMENT FUND 3A, LLC**

By: \_\_\_\_\_  
Robert Reed  
Its Authorized Representative

1 4 6 5 7 0 1 1 0

12/28/2017

ORIGIN ID:ZWA (302) 252-3699  
ATTN: TORI COCHRAN  
US BANKRUPTCY COURT OF DELAWARE  
824 NORTH MARKET STREET  
3RD FLOOR  
WILMINGTON, DE 19801  
UNITED STATES US

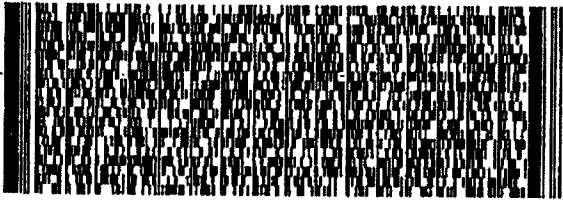
SHIP DATE: 28DEC17  
ACTWGT: 1.00 LB  
CAD: 100098143#NET3920

TO WOODBRIDGE GROUP OF COMPANIES, LLC,  
C/O GCG  
5151 BLAZER PKWY  
SUITE A  
DUBLIN OH 43017

549J1674C104C

(888) 404-8013 REF: WGC  
INV:  
PO: DEPT:

RMA:

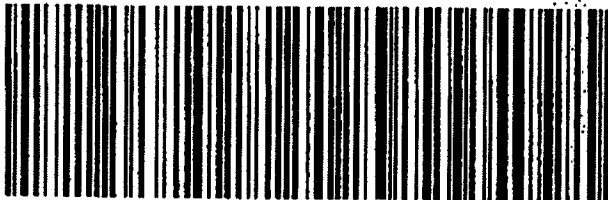


RETURNS MON-FRI  
STANDARD OVERNIGHT

TRK# 7907 5854 8088  
0221

43017

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1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.


Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

<https://www.fedex.com/shipping/html/en/PrintFrame.html>

**UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE**  
 To select a debtor, please see attached Exhibit A.



WGC0222372889 Claim Number: 01006650  
  
**BETTY JO BROWN**  
 55 FAIRWAY CT  
 DUNN, NC 28334



**Your Claim is Scheduled As Follows:**  
 Woodbridge Mortgage Investment Fund 3A, LLC  
 Unsecured: \$100,000.00

FILED - 07426  
 DISTRICT OF DELAWARE  
 WOODBRIDGE GROUP OF COMPANIES, L.L.C.  
 17-12560/JUDGE KEVIN J. CARRY

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. Please consult the Bar Date Notice for details regarding who is and is not required to file a proof of claim. If you assert an ownership interest, rather than a claim, in a Debtor, please do not use this form. Please instead use the form available at <http://cases.gardencitygroup.com/wgc>.

**Proof of Claim**  
 Official Form 410\*

Read the instructions before filling out this form. Do not use this form to make a request for payment of an administrative expense except for pursuant to Bankruptcy Code section 503(b)(9). Make such a request according to 11 U.S.C. § 503.  
 Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.  
 A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.  
 This chapter 11 case was commenced in the United States Bankruptcy Court for the District of Delaware, on December 4, 2017 (the "Petition Date.")  
 Fill in all the information for the claim as of the Petition Date.

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>Betty Jo Brown</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	Name <u>Betty Jo Brown</u>	Name _____
	Number Street <u>55 Fairway Ct</u>	Number Street _____
	City <u>Dunn</u> State <u>NC</u> ZIP Code <u>28334</u>	City _____ State _____ ZIP Code _____
	Contact phone <u>910-892-3297</u>	Contact phone _____
Contact email <u>bjsbrown@hotmail.com</u>	Contact email _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>732</u>	
	Filed on <u>02/07/2018</u>	MM/DD/YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6.	Do you have any number you use to identify the debtor?	<input type="checkbox"/> No	<input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____														
7.	How much is the claim?	\$ <u>100,000.00</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).														
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury, or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c)(1)(B). Limit disclosing information that is entitled to privacy, such as health care information.															
<u>money loaned</u>																	
9.	Is all or part of the claim secured?	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____														
<b>Basis for perfection:</b> _____																	
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)																	
<b>Value of property:</b>		\$ _____															
<b>Amount of the claim that is secured:</b>		\$ <u>100,000</u>															
<b>Amount of the claim that is unsecured:</b>		\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)															
<b>Amount necessary to cure any default as of the date of the petition:</b> \$ <u>100,000</u>																	
<b>Annual Interest Rate</b> (when case was filed) _____ %																	
<input type="checkbox"/> Fixed <input type="checkbox"/> Variable																	
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____														
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes. Identify the property: _____														
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;"></th> <th style="width:30%;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</td> <td>\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.</td> <td>\$ _____</td> </tr> </tbody> </table>		Amount entitled to priority	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____
	Amount entitled to priority																
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<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____																
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____																
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.																	
<input type="checkbox"/> Yes. Check all that apply:																	
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).																	
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).																	
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<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).																	
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.																	
* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.																	



13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?  No  
 Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

14. Has the claimant asserted any Debtor-related claims against any third party?  No  
 Yes. Provide the details of where you asserted any Debtor-related claims against a third party. \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it, FRBP 9011(b).

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/06/2018  
 MM / DD / YYYY

Betty Jo Brown  
 Signature

Print the name of the person who is completing and signing this claim:

Name Betty Jo BROWN  
 First name Middle name Last name

Title \_\_\_\_\_

Company \_\_\_\_\_  
 Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 55 Fairway Ct  
 Number Street

Duwin NC 28334  
 City State ZIP Code

Contact phone 910-892-3297 Email bjsbrown@hotmail.com

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL. P.O. BOX 10545, DUBLIN, OHIO 43017-0208. IF BY HAND OR OVERNIGHT COURIER: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL., C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS JUNE 19, 2018 AT 5:00 P.M. (PREVAILING EASTERN TIME)  
 THE GOVERNMENT BAR DATE IS EITHER JUNE 4, 2018, AUGUST 8, 2018, SEPTEMBER 5, 2018 SEPTEMBER 19, 2018, OR SEPTEMBER 24, 2018, DEPENDING ON WHICH DEBTOR YOUR CLAIM IS AGAINST, AS SET FORTH ON EXHIBIT I TO THE BAR DATE ORDER, AVAILABLE AT <http://cases.gardencitygroup.com/wgc/>

**Official Form 410****Instructions for Proof of Claim**

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.  
18 U.S.C. §§ 152, 157 and 3571.

**How to fill out this form**

- Fill in all the information for the claim as of the Petition Date.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.  
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction* of information in the section below.)  
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent, 123 Main St., City, State). See Bankruptcy Rule 9037.

**Confirmation that the claim has been filed**

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and your Proof of Claim form, including supporting documentation, on the claims register, hosted on the case administration website, <http://cases.gardencitygroup.com/wcc/>.

**Understand the terms used in this form**

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. §506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property, normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

**Examples of liens on property include a mortgage on real estate or a security interest in a car.** A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Uniform claim identifier:** An optional 24-character identifier that some creditors use to facilitate electronic payment.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

**Display of Proof of Claim on Case Administration Website:** As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display your proof of claim form, including supporting documentation, on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the internet.

**Offers to purchase a claim**

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

**Do not file these instructions with your form.**

**EXHIBIT A**Please select only one debtor

Name of Debtor:	Case No.	Name of Debtor:	Case No.
<input type="checkbox"/> 215 North 12th Street, LLC	17-12561 (KJC)	<input type="checkbox"/> Grand Midway Investments, LLC	17-12628 (KJC)
<input type="checkbox"/> 695 Buggy Circle, LLC	18-10670 (KJC)	<input type="checkbox"/> Gravenstein Investments, LLC	17-12632 (KJC)
<input type="checkbox"/> Addison Park Investments, LLC	17-12563 (KJC)	<input type="checkbox"/> Green Gables Investments, LLC	17-12637 (KJC)
<input type="checkbox"/> Anchorpoint Investments, LLC	17-12566 (KJC)	<input type="checkbox"/> Grenadier Investments, LLC	17-12643 (KJC)
<input type="checkbox"/> Arborvitae Investments, LLC	17-12572 (KJC)	<input type="checkbox"/> Grumblethorpe Investments, LLC	17-12849 (KJC)
<input type="checkbox"/> Archivolt Investments, LLC	17-12574 (KJC)	<input type="checkbox"/> H10 Deerfield Park Holding Company, LLC	18-10674 (KJC)
<input type="checkbox"/> Arlington Ridge Investments, LLC	17-12576 (KJC)	<input type="checkbox"/> H11 Silk City Holding Company, LLC	17-12833 (KJC)
<input type="checkbox"/> Arrowpoint Investments, LLC	17-12578 (KJC)	<input type="checkbox"/> H12 White Birch Holding Company, LLC	17-12699 (KJC)
<input type="checkbox"/> Baleroy Investments, LLC	17-12580 (KJC)	<input type="checkbox"/> H13 Bay Village Holding Company, LLC	17-12591 (KJC)
<input type="checkbox"/> Basswood Holding, LLC	17-12600 (KJC)	<input type="checkbox"/> H14 Dixville Notch Holding Company, LLC	17-12712 (KJC)
<input type="checkbox"/> Bay Village Investments, LLC	17-12604 (KJC)	<input type="checkbox"/> H15 Bear Brook Holding Company, LLC	17-12607 (KJC)
<input type="checkbox"/> Bear Brook Investments, LLC	17-12610 (KJC)	<input type="checkbox"/> H16 Monadnock Holding Company, LLC	17-12878 (KJC)
<input type="checkbox"/> Beech Creek Investments, LLC	17-12616 (KJC)	<input type="checkbox"/> H17 Pemigewasset Holding Company, LLC	17-12799 (KJC)
<input type="checkbox"/> Bellflower Funding, LLC	18-10507 (KJC)	<input type="checkbox"/> H18 Massabesic Holding Company, LLC	18-10287 (KJC)
<input type="checkbox"/> Bishop White Investments, LLC	17-12623 (KJC)	<input type="checkbox"/> H19 Emerald Lake Holding Company, LLC	17-12785 (KJC)
<input type="checkbox"/> Black Bass Investments, LLC	17-12641 (KJC)	<input type="checkbox"/> H2 Arlington Ridge Holding Company, LLC	17-12575 (KJC)
<input type="checkbox"/> Black Locust Investments, LLC	17-12648 (KJC)	<input type="checkbox"/> H20 Bluff Point Holding Company, LLC	17-12715 (KJC)
<input type="checkbox"/> Blazingstar Funding, LLC	18-10671 (KJC)	<input type="checkbox"/> H21 Summerfree Holding Company, LLC	17-12631 (KJC)
<input type="checkbox"/> Bluff Point Investments, LLC	17-12722 (KJC)	<input type="checkbox"/> H22 Papirovka Holding Company, LLC	17-12770 (KJC)
<input type="checkbox"/> Bowman Investments, LLC	17-12753 (KJC)	<input type="checkbox"/> H23 Pinova Holding Company, LLC	17-12810 (KJC)
<input type="checkbox"/> Bramley Investments, LLC	17-12769 (KJC)	<input type="checkbox"/> H24 Stayman Holding Company, LLC	17-12590 (KJC)
<input type="checkbox"/> Brise Soleil Investments, LLC	17-12762 (KJC)	<input type="checkbox"/> H25 Elstar Holding Company, LLC	17-12779 (KJC)
<input type="checkbox"/> Broadlands Investments, LLC	17-12777 (KJC)	<input type="checkbox"/> H26 Gravenstein Holding Company, LLC	17-12630 (KJC)
<input type="checkbox"/> Brynderwen Investments, LLC	17-12793 (KJC)	<input type="checkbox"/> H27 Grenadier Holding Company, LLC	17-12642 (KJC)
<input type="checkbox"/> Buggy Circle Holdings, LLC	18-10672 (KJC)	<input type="checkbox"/> H28 Black Locust Holding Company, LLC	17-12647 (KJC)
<input type="checkbox"/> Cablestay Investments, LLC	17-12798 (KJC)	<input type="checkbox"/> H29 Zestar Holding Company, LLC	17-12789 (KJC)
<input type="checkbox"/> Cannington Investments, LLC	17-12803 (KJC)	<input type="checkbox"/> H30 Silver Maple Holding Company, LLC	17-12835 (KJC)
<input type="checkbox"/> Carbondale Doocy, LLC	17-12805 (KJC)	<input type="checkbox"/> H31 Addison Park Holding Company, LLC	17-12562 (KJC)
<input type="checkbox"/> Carbondale Glen Lot A-5, LLC	17-12807 (KJC)	<input type="checkbox"/> H32 Arborvitae Holding Company, LLC	17-12567 (KJC)
<input type="checkbox"/> Carbondale Glen Lot D-22, LLC	17-12809 (KJC)	<input type="checkbox"/> H33 Hawthorn Holding Company, LLC	18-10288 (KJC)
<input type="checkbox"/> Carbondale Glen Lot E-24, LLC	17-12811 (KJC)	<input type="checkbox"/> H35 Hornbeam Holding Company, LLC	17-12691 (KJC)
<input type="checkbox"/> Carbondale Glen Lot GV-13, LLC	17-12813 (KJC)	<input type="checkbox"/> H36 Sturmer Pippin Holding Company, LLC	17-12625 (KJC)
<input type="checkbox"/> Carbondale Glen Lot L-2, LLC	18-10284 (KJC)	<input type="checkbox"/> H37 Idared Holding Company, LLC	17-12697 (KJC)
<input type="checkbox"/> Carbondale Glen Lot SD-14, LLC	17-12817 (KJC)	<input type="checkbox"/> H38 Mutsu Holding Company, LLC	17-12711 (KJC)
<input type="checkbox"/> Carbondale Glen Lot SD-23, LLC	17-12815 (KJC)	<input type="checkbox"/> H39 Haralson Holding Company, LLC	17-12661 (KJC)
<input type="checkbox"/> Carbondale Glen Mesa Lot 19, LLC	17-12819 (KJC)	<input type="checkbox"/> H4 Pawtuckaway Holding Company, LLC	17-12778 (KJC)
<input type="checkbox"/> Carbondale Glen River Mesa, LLC	17-12820 (KJC)	<input type="checkbox"/> H40 Bramley Holding Company, LLC	17-12766 (KJC)
<input type="checkbox"/> Carbondale Glen Sundance Ponds, LLC	17-12822 (KJC)	<input type="checkbox"/> H41 Grumblethorpe Holding Company, LLC	17-12646 (KJC)
<input type="checkbox"/> Carbondale Glen Sweetgrass Vista, LLC	17-12564 (KJC)	<input type="checkbox"/> H43 Lenni Heights Holding Company, LLC	17-12717 (KJC)
<input type="checkbox"/> Carbondale Peaks Lot L-1, LLC	18-10286 (KJC)	<input type="checkbox"/> H44 Green Gables Holding Company, LLC	17-12634 (KJC)
<input type="checkbox"/> Carbondale Spruce 101, LLC	17-12568 (KJC)	<input type="checkbox"/> H46 Beech Creek Holding Company, LLC	17-12612 (KJC)
<input type="checkbox"/> Carbondale Sundance Lot 15, LLC	17-12569 (KJC)	<input type="checkbox"/> H47 Summit Cut Holding Company, LLC	17-12638 (KJC)
<input type="checkbox"/> Carbondale Sundance Lot 16, LLC	17-12570 (KJC)	<input type="checkbox"/> H49 Bowman Holding Company, LLC	17-12725 (KJC)
<input type="checkbox"/> Castle Pines Investments, LLC	17-12581 (KJC)	<input type="checkbox"/> H5 Chestnut Ridge Holding Company, LLC	17-12608 (KJC)
<input type="checkbox"/> Centershot Investments, LLC	17-12586 (KJC)	<input type="checkbox"/> H50 Sachs Bridge Holding Company, LLC	18-10289 (KJC)
<input type="checkbox"/> Chaplin Investments, LLC	17-12592 (KJC)	<input type="checkbox"/> H51 Old Carbon Holding Company, LLC	17-12738 (KJC)
<input type="checkbox"/> Chestnut Investments, LLC	17-12603 (KJC)	<input type="checkbox"/> H52 Willow Grove Holding Company, LLC	17-12729 (KJC)
<input type="checkbox"/> Chestnut Ridge Investments, LLC	17-12614 (KJC)	<input type="checkbox"/> H53 Black Bass Holding Company, LLC	17-12639 (KJC)
<input type="checkbox"/> Clover Basin Investments, LLC	17-12621 (KJC)	<input type="checkbox"/> H54 Seven Stars Holding Company, LLC	17-12831 (KJC)
<input type="checkbox"/> Coffee Creek Investments, LLC	17-12627 (KJC)	<input type="checkbox"/> H55 Old Maitland Holding Company, LLC	17-12747 (KJC)
<input type="checkbox"/> Craven Investments, LLC	17-12636 (KJC)	<input type="checkbox"/> H56 Craven Holding Company, LLC	17-12633 (KJC)
<input type="checkbox"/> Crossbeam Investments, LLC	17-12650 (KJC)	<input type="checkbox"/> H58 Baleroy Holding Company, LLC	17-12579 (KJC)
<input type="checkbox"/> Crowfield Investments, LLC	17-12660 (KJC)	<input type="checkbox"/> H59 Rising Sun Holding Company, LLC	17-12827 (KJC)
<input type="checkbox"/> Crystal Valley Holdings, LLC	17-12666 (KJC)	<input type="checkbox"/> H6 Lilac Meadow Holding Company, LLC	17-12724 (KJC)
<input type="checkbox"/> Crystal Woods Investments, LLC	17-12676 (KJC)	<input type="checkbox"/> H60 Moravian Holding Company, LLC	17-12686 (KJC)
<input type="checkbox"/> Cuco Settlement, LLC	17-12679 (KJC)	<input type="checkbox"/> H61 Grand Midway Holding Company, LLC	17-12626 (KJC)
<input type="checkbox"/> Daleville Investments, LLC	17-12687 (KJC)	<input type="checkbox"/> H64 Pennhurst Holding Company, LLC	18-10290 (KJC)
<input type="checkbox"/> Deerfield Park Investments, LLC	18-10673 (KJC)	<input type="checkbox"/> H65 Thornbury Farm Holding Company, LLC	17-12644 (KJC)
<input type="checkbox"/> Derbyshire Investments, LLC	17-12696 (KJC)	<input type="checkbox"/> H66 Heilbron Manor Holding Company, LLC	17-12677 (KJC)
<input type="checkbox"/> Diamond Cove Investments, LLC	17-12705 (KJC)	<input type="checkbox"/> H68 Graeme Park Holding Company, LLC	17-12820 (KJC)
<input type="checkbox"/> Dixville Notch Investments, LLC	17-12716 (KJC)	<input type="checkbox"/> H7 Dogwood Valley Holding Company, LLC	17-12721 (KJC)
<input type="checkbox"/> Dogwood Valley Investments, LLC	17-12727 (KJC)	<input type="checkbox"/> H70 Bishop White Holding Company, LLC	17-12619 (KJC)
<input type="checkbox"/> Dollis Brook Investments, LLC	17-12735 (KJC)	<input type="checkbox"/> H74 Imperial Aly Holding Company, LLC	17-12704 (KJC)
<input type="checkbox"/> Donnington Investments, LLC	17-12744 (KJC)	<input type="checkbox"/> H76 Diamond Cove Holding Company, LLC	17-12700 (KJC)
<input type="checkbox"/> Doubleleaf Investments, LLC	17-12755 (KJC)	<input type="checkbox"/> H8 Melody Lane Holding Company, LLC	17-12756 (KJC)
<input type="checkbox"/> Drawspan Investments, LLC	17-12767 (KJC)	<input type="checkbox"/> H9 Strawberry Fields Holding Company, LLC	17-12609 (KJC)
<input type="checkbox"/> Eldredge Investments, LLC	17-12775 (KJC)	<input type="checkbox"/> Hackmatack Investments, LLC	17-12653 (KJC)
<input type="checkbox"/> Elstar Investments, LLC	17-12782 (KJC)	<input type="checkbox"/> Haffenburg Investments, LLC	17-12659 (KJC)
<input type="checkbox"/> Emerald Lake Investments, LLC	17-12788 (KJC)	<input type="checkbox"/> Haralson Investments, LLC	17-12663 (KJC)
<input type="checkbox"/> Fieldpoint Investments, LLC	17-12794 (KJC)	<input type="checkbox"/> Harringworth Investments, LLC	17-12669 (KJC)
<input type="checkbox"/> Franconia Notch Investments, LLC	17-12797 (KJC)	<input type="checkbox"/> Hawthorn Investments, LLC	18-10291 (KJC)
<input type="checkbox"/> Frog Rock Investments, LLC	18-10733 (KJC)	<input type="checkbox"/> Hazelpoint Investments, LLC	17-12674 (KJC)
<input type="checkbox"/> Gateshead Investments, LLC	17-12597 (KJC)	<input type="checkbox"/> Heilbron Manor Investments, LLC	17-12681 (KJC)
<input type="checkbox"/> Glenn Rich Investments, LLC	17-12602 (KJC)	<input type="checkbox"/> Hollyline Holdings, LLC	17-12684 (KJC)
<input type="checkbox"/> Goose Rocks Investments, LLC	17-12611 (KJC)	<input type="checkbox"/> Hollyline Owners, LLC	17-12688 (KJC)
<input type="checkbox"/> Goosebrook Investments, LLC	17-12617 (KJC)	<input type="checkbox"/> Hornbeam Investments, LLC	17-12694 (KJC)
<input type="checkbox"/> Graeme Park Investments, LLC	17-12622 (KJC)	<input type="checkbox"/> Idared Investments, LLC	17-12701 (KJC)

**EXHIBIT A** Please select only one debtor

Name of Debtor:	Case No.	Name of Debtor:	Case No.
<input type="checkbox"/> Imperial Aly Investments, LLC	17-12708 (KJC)	<input type="checkbox"/> M96 Lilac Valley Holding Company, LLC	18-10295 (KJC)
<input type="checkbox"/> Ironsides Investments, LLC	17-12714 (KJC)	<input type="checkbox"/> M97 Red Wood Holding Company, LLC	17-12823 (KJC)
<input type="checkbox"/> Kirkstead Investments, LLC	18-10675 (KJC)	<input type="checkbox"/> M99 Ironsides Holding Company, LLC	17-12710 (KJC)
<input type="checkbox"/> Lenni Heights Investments, LLC	17-12720 (KJC)	<input type="checkbox"/> Mason Run Investments, LLC	17-12751 (KJC)
<input type="checkbox"/> Lilac Meadow Investments, LLC	17-12728 (KJC)	<input type="checkbox"/> Massabesic Investments, LLC	18-10293 (KJC)
<input type="checkbox"/> Lilac Valley Investments, LLC	18-10292 (KJC)	<input type="checkbox"/> Melody Lane Investments, LLC	17-12757 (KJC)
<input type="checkbox"/> Lincolnshire Investments, LLC	17-12733 (KJC)	<input type="checkbox"/> Merrimack Valley Investments, LLC	17-12665 (KJC)
<input type="checkbox"/> Lonetree Investments, LLC	17-12740 (KJC)	<input type="checkbox"/> Mineola Investments, LLC	17-12673 (KJC)
<input type="checkbox"/> Longbourn Investments, LLC	17-12746 (KJC)	<input type="checkbox"/> Monadnock Investments, LLC	17-12682 (KJC)
<input type="checkbox"/> M10 Gateshead Holding Company, LLC	17-12593 (KJC)	<input type="checkbox"/> Moravian Investments, LLC	17-12690 (KJC)
<input type="checkbox"/> M11 Anchorpoint Holding Company, LLC	17-12565 (KJC)	<input type="checkbox"/> Mount Washington Investments, LLC	18-10736 (KJC)
<input type="checkbox"/> M13 Cablestay Holding Company, LLC	17-12795 (KJC)	<input type="checkbox"/> Mountain Spring Investments, LLC	17-12698 (KJC)
<input type="checkbox"/> M14 Crossbeam Holding Company, LLC	17-12645 (KJC)	<input type="checkbox"/> Mt. Holly Investments, LLC	17-12707 (KJC)
<input type="checkbox"/> M15 Doubleleaf Holding Company, LLC	17-12749 (KJC)	<input type="checkbox"/> Mutsu Investments, LLC	17-12719 (KJC)
<input type="checkbox"/> M16 Kirkstead Holding Company, LLC	18-10676 (KJC)	<input type="checkbox"/> Newville Investments, LLC	17-12734 (KJC)
<input type="checkbox"/> M17 Lincolnshire Holding Company, LLC	17-12730 (KJC)	<input type="checkbox"/> Old Carbon Investments, LLC	17-12743 (KJC)
<input type="checkbox"/> M19 Arrowpoint Holding Company, LLC	17-12577 (KJC)	<input type="checkbox"/> Old Maitland Investments, LLC	17-12752 (KJC)
<input type="checkbox"/> M22 Drawspan Holding Company, LLC	17-12764 (KJC)	<input type="checkbox"/> Owl Ridge Investments, LLC	17-12763 (KJC)
<input type="checkbox"/> M24 Fieldpoint Holding Company, LLC	17-12791 (KJC)	<input type="checkbox"/> Papirovka Investments, LLC	17-12774 (KJC)
<input type="checkbox"/> M25 Centershot Holding Company, LLC	17-12583 (KJC)	<input type="checkbox"/> Pawtuckaway Investments, LLC	17-12783 (KJC)
<input type="checkbox"/> M26 Archivolt Holding Company, LLC	17-12573 (KJC)	<input type="checkbox"/> Pemberley Investments, LLC	17-12790 (KJC)
<input type="checkbox"/> M27 Brise Soleil Holding Company, LLC	17-12760 (KJC)	<input type="checkbox"/> Pennigewasset Investments, LLC	17-12800 (KJC)
<input type="checkbox"/> M28 Broadlands Holding Company, LLC	17-12773 (KJC)	<input type="checkbox"/> Pennhurst Investments, LLC	18-10296 (KJC)
<input type="checkbox"/> M29 Brynderwen Holding Company, LLC	17-12781 (KJC)	<input type="checkbox"/> Pepperwood Investments, LLC	17-12804 (KJC)
<input type="checkbox"/> M31 Cannington Holding Company, LLC	17-12801 (KJC)	<input type="checkbox"/> Pinney Investments, LLC	17-12808 (KJC)
<input type="checkbox"/> M32 Dollis Brook Holding Company, LLC	17-12731 (KJC)	<input type="checkbox"/> Pinova Investments, LLC	17-12812 (KJC)
<input type="checkbox"/> M33 Harringworth Holding Company, LLC	17-12667 (KJC)	<input type="checkbox"/> Quarterpost Investments, LLC	17-12816 (KJC)
<input type="checkbox"/> M34 Quarterpost Holding Company, LLC	17-12814 (KJC)	<input type="checkbox"/> Red Woods Investments, LLC	17-12824 (KJC)
<input type="checkbox"/> M36 Springline Holding Company, LLC	17-12584 (KJC)	<input type="checkbox"/> Ridgecrest Investments, LLC	17-12821 (KJC)
<input type="checkbox"/> M37 Topchord Holding Company, LLC	17-12662 (KJC)	<input type="checkbox"/> Riley Creek Investments, LLC	17-12826 (KJC)
<input type="checkbox"/> M38 Pemberley Holding Company, LLC	17-12787 (KJC)	<input type="checkbox"/> Rising Sun Investments, LLC	17-12828 (KJC)
<input type="checkbox"/> M39 Derbyshire Holding Company, LLC	17-12692 (KJC)	<input type="checkbox"/> Sachs Bridge Investments, LLC	18-10297 (KJC)
<input type="checkbox"/> M40 Longbourn Holding Company, LLC	17-12742 (KJC)	<input type="checkbox"/> Sagebrook Investments, LLC	17-12830 (KJC)
<input type="checkbox"/> M41 Silverthorne Holding Company, LLC	17-12838 (KJC)	<input type="checkbox"/> Seven Stars Investments, LLC	17-12832 (KJC)
<input type="checkbox"/> M43 White Dome Holding Company, LLC	17-12706 (KJC)	<input type="checkbox"/> Silk City Investments, LLC	17-12834 (KJC)
<input type="checkbox"/> M44 Wildernest Holding Company, LLC	17-12718 (KJC)	<input type="checkbox"/> Silver Maple Investments, LLC	17-12836 (KJC)
<input type="checkbox"/> M45 Clover Basin Holding Company, LLC	17-12618 (KJC)	<input type="checkbox"/> Silverleaf Funding, LLC	17-12837 (KJC)
<input type="checkbox"/> M46 Owl Ridge Holding Company, LLC	17-12759 (KJC)	<input type="checkbox"/> Silverthorne Investments, LLC	17-12582 (KJC)
<input type="checkbox"/> M48 Vallecito Holding Company, LLC	17-12670 (KJC)	<input type="checkbox"/> Springline Investments, LLC	17-12585 (KJC)
<input type="checkbox"/> M49 Squaretop Holding Company, LLC	17-12588 (KJC)	<input type="checkbox"/> Springvale Investments, LLC	18-10298 (KJC)
<input type="checkbox"/> M5 Stepstone Holding Company, LLC	17-12601 (KJC)	<input type="checkbox"/> Squaretop Investments, LLC	17-12589 (KJC)
<input type="checkbox"/> M50 Wetterhorn Holding Company, LLC	17-12689 (KJC)	<input type="checkbox"/> Stayman Investments, LLC	17-12594 (KJC)
<input type="checkbox"/> M51 Coffee Creek Holding Company, LLC	17-12624 (KJC)	<input type="checkbox"/> Steele Hill Investments, LLC	17-12598 (KJC)
<input type="checkbox"/> M53 Castle Pines Holding Company, LLC	17-12571 (KJC)	<input type="checkbox"/> Stepstone Investments, LLC	17-12606 (KJC)
<input type="checkbox"/> M54 Lonetree Holding Company, LLC	17-12737 (KJC)	<input type="checkbox"/> Strawberry Fields Investments, LLC	17-12613 (KJC)
<input type="checkbox"/> M56 Haffenburg Holding Company, LLC	17-12656 (KJC)	<input type="checkbox"/> Sturmer Pippin Investments, LLC	17-12629 (KJC)
<input type="checkbox"/> M57 Ridgecrest Holding Company, LLC	17-12818 (KJC)	<input type="checkbox"/> Summerfree Investments, LLC	17-12635 (KJC)
<input type="checkbox"/> M58 Springvale Holding Company, LLC	18-10294 (KJC)	<input type="checkbox"/> Summit Cut Investments, LLC	17-12640 (KJC)
<input type="checkbox"/> M60 Thunder Basin Holding Company, LLC	17-12654 (KJC)	<input type="checkbox"/> Thornbury Farm Investments, LLC	17-12651 (KJC)
<input type="checkbox"/> M61 Mineola Holding Company, LLC	17-12668 (KJC)	<input type="checkbox"/> Thunder Basin Investments, LLC	17-12657 (KJC)
<input type="checkbox"/> M62 Sagebrook Holding Company, LLC	17-12829 (KJC)	<input type="checkbox"/> Topchord Investments, LLC	17-12664 (KJC)
<input type="checkbox"/> M63 Crowfield Holding Company, LLC	17-12655 (KJC)	<input type="checkbox"/> Vallecito Investments, LLC	17-12675 (KJC)
<input type="checkbox"/> M67 Mountain Spring Holding Company, LLC	17-12695 (KJC)	<input type="checkbox"/> Varga Investments, LLC	17-12685 (KJC)
<input type="checkbox"/> M68 Goosebrook Holding Company, LLC	17-12615 (KJC)	<input type="checkbox"/> Wall 123, LLC	18-10508 (KJC)
<input type="checkbox"/> M70 Pinney Holding Company, LLC	17-12806 (KJC)	<input type="checkbox"/> Wetterhorn Investments, LLC	17-12693 (KJC)
<input type="checkbox"/> M71 Eldredge Holding Company, LLC	17-12771 (KJC)	<input type="checkbox"/> White Birch Investments, LLC	17-12702 (KJC)
<input type="checkbox"/> M72 Daleville Holding Company, LLC	17-12683 (KJC)	<input type="checkbox"/> White Dome Investments, LLC	17-12709 (KJC)
<input type="checkbox"/> M73 Mason Run Holding Company, LLC	17-12748 (KJC)	<input type="checkbox"/> Whiteacre Funding, LLC	17-12713 (KJC)
<input type="checkbox"/> M74 Varga Holding Company, LLC	17-12680 (KJC)	<input type="checkbox"/> Wildernest Investments, LLC	17-12723 (KJC)
<input type="checkbox"/> M75 Riley Creek Holding Company, LLC	17-12825 (KJC)	<input type="checkbox"/> Willow Grove Investments, LLC	17-12732 (KJC)
<input type="checkbox"/> M76 Chaplin Holding Company, LLC	17-12587 (KJC)	<input type="checkbox"/> Winding Road Investments, LLC	17-12739 (KJC)
<input type="checkbox"/> M77 Frog Rock Holding Company, LLC	18-10734 (KJC)	<input type="checkbox"/> WMF Management, LLC	17-12745 (KJC)
<input type="checkbox"/> M79 Chestnut Holding Company, LLC	17-12595 (KJC)	<input type="checkbox"/> Woodbridge Capital Investments, LLC	17-12750 (KJC)
<input type="checkbox"/> M80 Hazelpoint Holding Company, LLC	17-12672 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 1, LLC	17-12754 (KJC)
<input type="checkbox"/> M83 Mt. Holly Holding Company, LLC	17-12703 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 2, LLC	17-12758 (KJC)
<input type="checkbox"/> M85 Glenn Rich Holding Company, LLC	17-12599 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 2, LLC	17-12758 (KJC)
<input type="checkbox"/> M86 Steele Hill Holding Company, LLC	17-12596 (KJC)	<input type="checkbox"/> Woodbridge Group of Companies, LLC	17-12580 (KJC)
<input type="checkbox"/> M87 Hackmatack Hills Holding Company, LLC	17-12652 (KJC)	<input type="checkbox"/> Woodbridge Investments, LLC	17-12761 (KJC)
<input type="checkbox"/> M88 Franconia Notch Holding Company, LLC	17-12796 (KJC)	<input type="checkbox"/> Woodbridge Mezzanine Fund 1, LLC	17-12765 (KJC)
<input type="checkbox"/> M89 Mount Washington Holding Company, LLC	18-10735 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 1, LLC	17-12768 (KJC)
<input type="checkbox"/> M9 Donnington Holding Company, LLC	17-12741 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 2, LLC	17-12772 (KJC)
<input type="checkbox"/> M90 Merrimack Valley Holding Company, LLC	17-12658 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 3, LLC	17-12776 (KJC)
<input type="checkbox"/> M91 Newville Holding Company, LLC	17-12726 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 3A, LLC	17-12780 (KJC)
<input type="checkbox"/> M92 Crystal Woods Holding Company, LLC	17-12671 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 4, LLC	17-12784 (KJC)
<input type="checkbox"/> M93 Goose Rocks Holding Company, LLC	17-12605 (KJC)	<input type="checkbox"/> Woodbridge Structured Funding, LLC	17-12786 (KJC)
<input type="checkbox"/> M94 Winding Road Holding Company, LLC	17-12736 (KJC)	<input type="checkbox"/> Zestar Investments, LLC	17-12792 (KJC)
<input type="checkbox"/> M95 Pepperwood Holding Company, LLC	17-12802 (KJC)		



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