

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:

Chapter 11

WORLD GLOBAL FINANCING, INC.,

Case No. 18-15499-AJC

Debtor.

/

STIPULATION BY AND BETWEEN THE DEBTOR, CERTAIN AFFILIATES OF THE DEBTOR, AND EAGLEWOOD SPV I LP MEMORIALIZING GLOBAL SETTLEMENT

The above captioned debtor and debtor-in-possession World Global Financing, Inc. (“WGF” or “Debtor”), WG Funding Trust (the “Trust”), WG Financing Inc. (“WG Financing”), Cyril Eskenazi (“Eskenazi” and together with WGF, WG Financing, and the Trust, the “WG Parties”), and Eaglewood SPV I LP (“Eaglewood” and together with the WG Parties, the “Parties”), hereby agree and stipulate as follows (the “Stipulation”):

WHEREAS, on May 8, 2018, the Debtor commenced the above-captioned chapter 11 bankruptcy case (the “Bankruptcy Case”) pursuant to 11 U.S.C. § 101, et seq. (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of Florida, Miami Division (the “Bankruptcy Court”).

WHEREAS, on May 9, 2018, Eaglewood filed its Motion for the Appointment of a Chapter 11 Trustee or Examiner [ECF No. 8] (the “Eaglewood Motion”).

WHEREAS, on May 24, 2018, the Bankruptcy Court entered an order [ECF No. 46] granting, in part, the Eaglewood Motion and directing the appointment of an independent examiner in this Bankruptcy Case.

WHEREAS, on June 1, 2018, the United States Trustee in the Bankruptcy Case filed his application to approve the selection of Scott Brown as examiner (the "Examiner"), which application was subsequently approved by this Court's Order Approving Selection of Examiner [ECF No. 61].

WHEREAS, on May 23, 2018, Eaglewood filed its Amended Motion for the Appointment of a Chapter 11 Trustee or Examiner [ECF No. 43], which amended the Eaglewood Motion, *inter alia*, to provide for the requested relief to convert this chapter 11 case to a proceeding under chapter 7 of the Bankruptcy Code (together with the Eaglewood Motion, the "Motion to Convert").

WHEREAS, the Debtor opposed the relief requested in the Motion to Convert.

WHEREAS, on May 23, 2018, the Bankruptcy Court entered an order which provided, *inter alia*, (i) that the parties engage in expedited discovery, including depositions, (ii) directed the Examiner to promptly investigate the allegations as set forth in the Motion to Convert, and (iii) set a status conference on the Motion to Convert for June 11, 2018, and to hear a preliminary report from the Examiner on his investigation.

WHEREAS, the parties engaged in expedited discovery, including depositions, and the Examiner participated in such discovery in conducting his investigation.

WHEREAS, on June 11, 2018, the Bankruptcy Court held a status conference on the Motion to Convert and the Examiner gave his preliminary report regarding his preliminary findings (the "Examiner's Preliminary Report"), including a request that the parties be directed to participate in mediation.

WHEREAS, on June 13, 2018, with the parties' agreement, the Bankruptcy Court entered an order [ECF No. 75] directing the parties to participate in a mediation regarding their disputes

and authorizing the Examiner to participate in the mediation in order to facilitate the mediator's and parties' efforts.

WHEREAS, on June 20, 2018, the parties participated in a mediation with the mediator and Examiner.

WHEREAS, at the mediation, the Parties reached a settlement and executed a binding term sheet (the "Term Sheet") that required, *inter alia*, the Parties to draft and execute on or before June 26, 2018, a stipulation setting forth the settlement embodied in the Term Sheet and other customary terms.

WHEREAS, this Stipulation supersedes the Term Sheet and incorporates the entire agreement by and between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, and those Parties, intending to be legally bound, hereby covenant and agree as follows:

SETTLEMENT

1. **Incorporation of Recitals.** The above recitals are incorporated by reference as if set forth fully herein.

2. **Rights to Funds in Lockbox and Escrow Accounts.** The WG Parties hereby release, forfeit, waive, and relinquish any and all claims, interests, and rights in and to the funds currently located in and any and all funds that may and will be deposited into the Eaglewood Lockbox bank account at MB Financial Bank (the "Lockbox") and the Warner & Scheuerman IOLA account (the "IOLA Account" together with the Lockbox, the "Accounts"). The Parties further agree that all such funds currently in such Accounts and any and all funds that may and will be deposited into such Accounts are the sole property of Eaglewood and are not and shall not be deemed to constitute property of the Debtor's estate pursuant to the Bankruptcy Code.

3. **Transfer of Funds.** The WG Parties irrevocably and unconditionally agree that on or before June 26, 2018, Eaglewood is authorized to file the stipulated order in the form attached hereto as **Exhibit A** with the New York Supreme Court (the "State Court"), in the civil action styled as *Eaglewood SPV I LP v. World Global Financing, Inc. et al.*, Index No. 651489/2018 (the "Lawsuit"), authorizing and promptly effectuating the transfer of all the funds

currently located in the IOLA Account to the Lockbox. The WG Parties agree to take all reasonable and necessary steps to compel such transfer of funds to promptly occur.

4. **View Access to Lockbox.** Eaglewood shall promptly give the WG Parties “view access only” rights into the Lockbox solely to allow WGF transparency into the current balance of the Lockbox.

Settlement Payment

5. **Settlement Payment.**

a. On July 19, 2018, Eaglewood shall withdraw and sweep any and all funds then located in the Lockbox and shall, by 3:00 pm prevailing eastern time on that day, provide the Debtor (through email notice to counsel, gmoses@gjb-law.com) the amount of funds that Eaglewood received on account of such withdrawal (the “July 19 Sweep Amount”). The July 19 Sweep Amount transferred to and received by Eaglewood shall be irrevocable and indefeasible and such transfer shall not be subject to clawback, disgorgement, or avoidance in any and all events, including, without limitation, whether or not there is a Timely Occurrence (as defined below) of the Payment Date (as defined below).

b. On or before July 20, 2018 at 3:00 pm prevailing eastern time (the “Payment Date”), the Debtor shall irreversibly and indefeasibly pay to Eaglewood pursuant to the Wire Instructions (as defined below) so that Eaglewood receives in immediately available funds of the Debtor the full and entire amount of the sum that is equal to US\$2,950,000.00 minus the July 19 Sweep Amount (the “Settlement Payment”). The Settlement Payment transferred to and received by Eaglewood shall be irrevocable and indefeasible and such transfer shall not be subject to clawback, disgorgement, or avoidance in any and all events.

6. **Timely Occurrence of Settlement Payment.** The Parties hereby represent, warrant, and acknowledge that the deadline and requirement that the Settlement Payment be irreversibly and indefeasibly made in full on or before the Payment Date is a material term of this Stipulation and such deadline and requirement may not be equitably tolled or otherwise extended, unless expressly agreed to in writing by Eaglewood in its sole and absolute discretion. As time is of the essence, the receipt of the Settlement Payment by Eaglewood on or before the Payment Date must be strictly and fully complied with and only upon such strict and full compliance will a timely occurrence of Eaglewood’s receipt of the Settlement Payment on or before the Payment Date be deemed to have occurred (such event, a “Timely Occurrence”).

7. **Certificate Regarding Timely Occurrence.** Eaglewood shall file a certification of counsel in the Bankruptcy Case on July 20, 2018, by 5:00 pm prevailing eastern time (or on such other date if, and only if, Eaglewood has expressly agreed in writing to extend the Payment Date, in its sole and absolute discretion) informing the Court and parties in interest whether the Timely Occurrence of the Settlement Payment has or has not occurred.

8. **Wire Instructions.** The Debtor shall by Fedwire transfer cause the entire and full Settlement Payment in immediately available funds of the Debtor to be wire transferred to Eaglewood as follows (the “Wire Instructions”):

To:

Beneficiary Bank: MB Financial Bank
Beneficiary ABA No.: 071001737
Beneficiary Bank Address: 6111 N. River Road, Rosemont, IL 60018
Beneficiary Account Name: Eaglewood SPV I LP
Beneficiary Account No.: 1830043087
FBO: Eaglewood SPV I Operating Account

Message: WGF Settlement Payment

Events Conditioned on Timely Occurrence of Settlement Payment

9. **Dismissal of Bankruptcy Case.** Eaglewood irrevocably and unconditionally agrees that if the Timely Occurrence of the Settlement Payment has transpired, then the Debtor is authorized to and shall within three (3) business days submit to the Bankruptcy Court the agreed order in the form attached hereto as **Exhibit B** granting the Motion to Convert's alternative relief and dismissing the Bankruptcy Case with prejudice for a period of twelve (12) months, with each party bearing its own fees and costs.

10. **Dismissal of State Court Lawsuit.** The Parties irrevocably and unconditionally agree that if the Timely Occurrence of the Settlement Payment has transpired, then Eaglewood is authorized to and shall within three (3) business days submit to the State Court the agreed order in the form attached hereto as **Exhibit C** dismissing the Lawsuit, with each party bearing its own fees and costs.

11. **Mutual Releases.**

a. Effective upon the Timely Occurrence of the Settlement Payment, the WG Parties individually and collectively on behalf of each of them and any of their subsidiaries, divisions, parents, affiliates, commonly controlled partnerships, limited liability companies, corporations or other entities, transferees, predecessors, successors and assigns, heirs, agents, executors, administrators, representatives and assigns or any other entities in which they have an interest, and each of their agents, employees, shareholders, representatives, officers, directors, and attorneys, (collectively, the "**WG Release Parties**"), hereby irrevocably release, acquit and forever discharge Eaglewood, its subsidiaries, divisions, parents, affiliates, commonly controlled partnerships, limited liability companies, corporations or other entities (including without limitation any investment fund managed by Eaglewood or its affiliates), transferees, predecessors, successors and assigns, and each of their agents, employees, shareholders, partners, managers, members, sub-managers, representatives, officers, directors, a professionals, accountants, and counsel (collectively, the "**EW Parties**"), jointly and severally, of and from any and all debts, suits, claims, actions, causes of action, complaints, agreements, promises, covenants, undertakings, contracts, guarantees, grievances, controversies, demands, rights, damages, losses, expenses, costs, attorneys' fees, compensation, liabilities and obligations whatsoever, suspected or unsuspected, whether presently known or unknown, foreseen or unforeseen, arising at any time up to and including the date of this Stipulation, which the WG Release Parties have asserted or could have asserted against the EW Parties arising out of, related

to, or in connection with, the business relationship between Eaglewood and the WG Parties, the Lawsuit, or the Bankruptcy Case, provided, however, notwithstanding the foregoing, (i) Eaglewood and the WG Release Parties shall each fully reserve any and all rights or claims any such party may have against Waterford Capital and/or Yale Mortgage Corporation and any of their subsidiaries, divisions, parents, affiliates, commonly controlled partnerships, limited liability companies, corporations or other entities, transferees, predecessors, successors and assigns, heirs, agents, executors, administrators, representatives and assigns or any other entities in which they have an interest, and each of their agents, employees, shareholders, representatives, officers, directors, and attorneys, (collectively, the "WC&Y Parties"); (ii) nothing herein shall release, acquit, discharge, waive, or otherwise impair any and all claims, interests, or rights regarding any of the Purchased Assets (as such term is defined in that certain Amended and Restated Purchase Program Agreement, the "Purchased Assets") and the related parties thereto (the "Merchant Account Debtors"); and (iii) nothing herein shall release, acquit, discharge, waive, or otherwise impair a Party's right to seek enforcement of the express terms of this Stipulation.

b. Effective upon the Timely Occurrence of the Settlement Payment, the EW Parties hereby irrevocably release, acquit and forever discharge the WG Release Parties, jointly and severally, of and from any and all debts, suits, claims, actions, causes of action, complaints, agreements, promises, covenants, undertakings, contracts, guarantees, grievances, controversies, demands, rights, damages, losses, expenses, costs, attorneys' fees, compensation, liabilities and obligations whatsoever, suspected or unsuspected, whether presently known or unknown, foreseen or unforeseen, arising at any time up to and including the date of this Stipulation, which the EW Parties have asserted or could have asserted against the WG Release Parties arising out of, related to, or in connection with, the business relationship between Eaglewood and the WG Parties, the Lawsuit, or the Bankruptcy Case, provided, however, notwithstanding the foregoing, (i) Eaglewood and the WG Release Parties shall each fully reserve any and all rights or claims any such party may have against the WC&Y Parties, (ii) nothing herein shall release, acquit, discharge, waive, or otherwise impair any and all claims, interests, or rights regarding any of the Purchased Assets and the Merchant Account Debtors, and (iii) nothing herein shall release, acquit, discharge, waive, or otherwise impair a Party's right to seek enforcement of the express terms of this Stipulation.

12. **Assignment of Receivables and Servicing Rights.** Within three (3) business days of the Timely Occurrence of the Settlement Payment, Eaglewood will assign to WGF, which assignment shall be effective as of the Payment Date, all of Eaglewood's interest in the Purchased Assets that it purchased under the Amended and Restated Purchase Program Agreement, including an assignment to WGF of the right to service any of the merchant account receivables. Upon the Timely Occurrence of the Settlement Payment, any funds paid into the Lockbox in excess of the July 19 Sweep Amount, shall be property of WGF and shall be remitted to WGF within three (3) business days of the Payment Date. Upon the Timely Occurrence of the Settlement Payment, Eaglewood and WGF shall remove Eaglewood's access and control to the Lockbox and replace WGF as the party with access and control of that account.

13. **Indemnity on Assignment.** The WG Parties shall indemnify and hold harmless the EW Parties from and against any and all allegations, claims, actions, suits, demands, subpoenas, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses

(including without limitation attorneys' fees and costs) which arise out of, relate to, or result from (i) any of the Purchased Assets and the Merchant Account Debtors, and/or (ii) WC&Y Parties, provided, however, for the avoidance of doubt, no indemnity is hereby granted for any claims brought by Eaglewood against WC&Y Parties.

Events Conditioned Upon Failure of Timely Occurrence of Settlement Payment

14. **Conversion to Chapter 7.** The WG Parties irrevocably and unconditionally agree that if the Timely Occurrence of the Settlement Payment has not transpired, then Eaglewood is hereby irrevocably authorized to submit to the Bankruptcy Court the agreed order in the form attached hereto as **Exhibit D** granting the Motion to Convert and converting the Debtor's chapter 11 proceeding to a proceeding under chapter 7 of the Bankruptcy Code, and the WG parties irrevocably and unconditionally consent to the conversion of the Debtor's chapter 11 proceeding to a proceeding under chapter 7 of the Bankruptcy Code. To the extent the Debtor's chapter 11 proceeding is converted to a proceeding under chapter 7 of the Bankruptcy Code, the WG Parties (including, without limitation, the Debtor) agree not to object to or otherwise oppose any administrative expense claim filed by Eaglewood for any and all fees and costs paid by Eaglewood to the Examiner.

15. **Confession of Judgment.** The WG Parties irrevocably and unconditionally agree that if the Timely Occurrence of the Settlement Payment has not transpired, then Eaglewood is hereby irrevocably authorized to immediately file the fully executed confession of judgment in the form attached hereto as **Exhibit E** in the State Court entering judgment against each of the WG Parties, jointly and severally, in the amount of US \$6,500,000.00 less the July 19 Sweep Amount, plus prejudgment and postjudgment interest, costs, and expenses, including, without limitation, all prejudgment and postjudgment legal and professional fees and expenses, as provided for under the parties' agreements. With respect to the Debtor, the WG Parties irrevocably hereby agree that such confession of judgment shall be an allowed prepetition claim against the Debtor's estate and the WG Parties (including, without limitation, the Debtor) agree not to object to or otherwise oppose such claim.

Other Material Terms

16. **Conversion Upon Failure to Get Court Approval.** The WG Parties hereby irrevocably and unconditionally agree that if (i) the Bankruptcy Court denies the Rule 9019 Motion (as defined below), or (ii) an order approving such Rule 9019 Motion is not entered by July 19, 2018, unless such delay is due to circumstances outside of the Debtor's control, then:

- a. the Motion to Convert shall be automatically granted, and
- b. that Eaglewood is hereby irrevocably authorized to submit to the Bankruptcy Court the agreed order in the form attached hereto as **Exhibit D** granting the Motion to Convert and converting the Debtor's chapter 11 proceeding to a proceeding under chapter 7 of the Bankruptcy Code.

17. **Preliminary Injunction.** For the avoidance of any doubt, the WG Parties shall continue to comply with the requirements set forth in the State Court's Preliminary Injunction

Order dated May 2, 2018 and other prior orders, including without limitation the requirements relating to ACH transactions and checks being deposited into the Lockbox.

18. **Relief on Motion to Use Cash.** Eaglewood and WGF shall draft and agree upon an agreed order on WGF's Motion to Use Cash [ECF No. 56] allowing WGF to spend funds pursuant to the line items in the budget attached to such motion in an amount not to exceed \$39,243.99 (less the amounts already spent pursuant to the interim order entered by the Court related to rent payments [ECF No. 71]) (the "Consented Amount"). With respect to any and all amounts in excess of the Consented Amount, WGF shall immediately deposit such amounts into the Lockbox. Eaglewood's consent to such relief shall not constitute an admission to the allegations set forth in such motion, as Eaglewood disputes the same.

19. **Mediator Fees.** Eaglewood agrees that it shall assume the obligation to and pay the reasonable fees of the mediator.

Miscellaneous

20. **Parties Bound by Stipulation.** This Stipulation and all of its terms shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the Parties hereto and each of them, including, without limitation, (i) any Chapter 7 Trustee, Chapter 11 Trustee, or Receiver of any the Parties, including the Debtor, (ii) any of the Parties' past, present and future affiliates, affiliated parent or subsidiary corporations or other legal entity (whether or not wholly owned), and (iii) all divisions, stockholders, officers, directors, partners, agents, representatives, principals, employees, and any and all other related individuals and entities thereof.

21. **Settlement Not to Constitute Admission.** Except as expressly provided herein, the Parties' entry into this Stipulation shall not constitute an admission of liability or fault of any nature by any Party.

22. **Informed Entry Into Stipulation.** The Parties to this Stipulation agree that, prior to execution of the Stipulation, they have had the opportunity to review its contents with an attorney of their choosing, and that: they have read and fully understand the provisions of this Stipulation and their effect; and they have not been induced to enter into this Stipulation by any representations made by any of them, or by any of their counsel, other than the explicit representations and consideration enumerated herein.

23. **Drafting of Stipulation and No Construction Against Drafter.** The Parties agree that this Stipulation has been mutually drafted by each of them so that it shall not be construed against any one of them as though they were the sole or lead drafter.

24. **Governing Law and Resolution of Any Disputes.** This Stipulation shall be construed in accordance with New York State law without reference to its principles of conflicts of law. Any dispute about the construction of this Stipulation or the enforcement of its terms shall be resolved with the Bankruptcy Court or if the Bankruptcy Court cannot or will not exercise jurisdiction, then in the federal or state courts of New York State. Each of the Parties hereto expressly consents to the jurisdiction of such courts, and expressly waives any jurisdictional or venue defenses otherwise available. The prevailing party in any such dispute shall be entitled to recovery of its attorney's fees and costs.

25. **Severability.** This Stipulation is fully severable such that if any portion is invalidated for any reason, the remainder shall continue in full force and effect and continue to bind the parties hereto.

26. **Accord and Satisfaction.** In entering into this Stipulation and the settlement provided for in this Stipulation, the Parties recognize that no facts or representations are ever absolutely certain. This Stipulation is intended to be final and binding between the Parties hereto, and is further intended to be effective as a full and final accord and satisfaction between them. Each party relies on the finality of this Stipulation as a material factor inducing that Party's execution of this Stipulation.

27. **Bankruptcy Court Approval.** On or before June 26, 2018, the Debtor shall file a motion pursuant to Bankruptcy Rule 9019 (the "Rule 9019 Motion") seeking the entry of an order approving this Stipulation (the "Order") in a form agreed upon by Eaglewood and the Debtor. The Debtor shall seek an expedited hearing and ruling on the Rule 9019 Motion at the previously scheduled July 3, 2018 hearing date or at the earliest convenience of the Bankruptcy Court. The Debtor shall serve both the request for expedited treatment and the Rule 9019 Motion on all parties in interest in accordance with all applicable rules.

28. **Authority to Enter Stipulation.** Subject to the Bankruptcy Court's Order, the Parties warrant and represent that they are fully empowered and authorized to execute this Stipulation, that the person signing on behalf of each Party is fully authorized to do so, and that there are no additional entities or persons affiliated with any of the Parties hereto who are necessary to effectuate this Stipulation who have not been contacted regarding the same.

29. **Signatures in Counterparts.** This Stipulation may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one (1) and the same instrument. Facsimile and/or .pdf (original execution signature scanned version) signatures shall be treated in all manner and respects as a binding and original document and the signature of any Party shall be considered for these purposes as an original signature.

30. **No Waiver.** No delay or failure by any Party to exercise its rights under this Stipulation shall be construed to be a waiver thereof, unless memorialized by written instrument executed by an authorized representative of each of the Parties. The agreed waiver of any covenant, condition, or agreement to be performed hereunder shall not be construed to be a continuing waiver of the same covenant, condition, or agreement, or the waiver of a different covenant, condition, or agreement. Furthermore, the agreed waiver of any breach of this Stipulation shall not be considered an agreed waiver of a different breach or subsequent such breach.

31. **Notices.** All notices or other communications required or permitted under this Stipulation shall be in writing and sent by registered or certified mail, return receipt requested, or by hand or overnight delivery, with a copy sent via email, to the addresses of the counsel listed below. The Parties agree that service of process and service of a summons related to any disputes between the Parties can be served via these notice provisions. All notices shall be deemed effective and duly given upon receipt.

32. **Headings Not Binding.** The Parties agree that any headings in this Stipulation are intended solely for organizational purposes and do not constitute terms of the Stipulation for which the parties have bargained. Moreover, to the extent there is any perceived conflict between a heading and other text in this Stipulation, the text shall govern and control.

33. **Entire Agreement.** The Parties agree that this Stipulation constitutes the entire agreement of the Parties with respect to full and final settlement of all claims recited herein. Any and all prior agreements, promises, representations, or understandings as to the matters addressed herein are hereby void and no longer of any force or effect, including, without limitation, the Term Sheet. Any and all such prior agreements, promises, representations, or understandings are expressly superseded by this Stipulation, including, without limitation, the Term Sheet which is hereby superseded by this Stipulation. This Stipulation cannot be modified, interpreted, amended, waived or revoked orally, except through a writing signed by the parties. Neither party is entering this Stipulation in reliance on any oral or written promise, inducement, representation, understanding, interpretation, or agreement other than that which is contained expressly herein.

34. **Publicity.** Except as to the obligation to seek court approval of this Stipulation by motion on notice to all creditors and parties in interest, the Parties agree that they will not in any manner publicize the terms of this Stipulation or the Term Sheet, which includes notifying any member of the media regarding the terms and conditions of the Stipulation or responding to media inquiries, and includes posting or disseminating the terms and conditions of the Stipulation or the Term Sheet on any social media website.

Executed on June 25, 2018.

EAGLEWOOD SPV I LP
By and through its General Partner
Eaglewood SPV I GP LLC

By: _____
Name: _____
Title: _____

WORLD GLOBAL FINANCING, INC.

By: Cyril ESKENAZI
Name: _____
Title: C.E.O

WG FUNDING TRUST
By and through its Administrator and
Beneficial Owner World Global Financing,
Inc.

By: _____
Name: CYRIL ESKENAZI
Title: BENEFICIAL OWNER

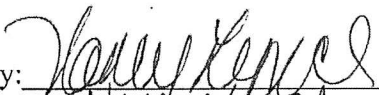
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Executed on June __, 2018.

EAGLEWOOD SPV I LP
By and through its General Partner
Eaglewood SPV I GP LLC

By: 
Name: Nancy Lopez
Title: Authorized Signatory

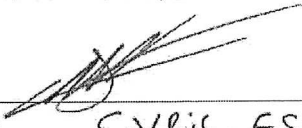
WORLD GLOBAL FINANCING, INC.

By: _____
Name: _____
Title: _____

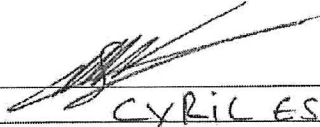
WG FUNDING TRUST
By and through its Administrator and
Beneficial Owner World Global Financing,
Inc.

By: _____
Name: _____
Title: _____

WG FINANCING, INC.

By: 
Name: CYRIL ESKENAZI
Title: C.E.O

CYRIL ESKENAZI

By: 
Name: CYRIL ESKENAZI

Respectfully submitted by:

*Attorneys for Debtor World Global
Financing, Inc.*

/s/ Glenn D. Moses

Glenn D. Moses, Esq.

FL Bar No. 147556

Genovese Joblove & Battista, P.A.

Counsel for Debtor-in-Possession

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/s/ Harris J. Koroglu

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