

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF NEW YORK

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 EAGLEWOOD SPV I LP, :
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 :
 Plaintiff, :
 :
 - against - :
 :
 WORLD GLOBAL FINANCING, INC., WG :
 FUNDING TRUST, WG FINANCING, INC., :
 and CYRIL EZKENAZI :
 :
 Defendants. :
 -----X

Index. No. 651489/2018

**AFFIDAVIT OF CONFESSION
 OF JUDGMENT**

STATE OF NEW YORK)
 ss:
 COUNTY OF NEW YORK)

CYRIL ESKENAZI, being duly sworn, deposes and says:

1. I am the CEO and sole owner of World Global Financing, Inc. ("World Global"), a corporation organized under the laws of the State of Florida and located at 141 NE 3rd Avenue, 10th Floor, Miami, Florida, 33132.
2. Through my ownership of World Global, I am the indirect owner of WG Funding Trust (the "Trust"), a statutory trust organized under the laws of the State of Delaware and located at 141 NE 3rd Avenue, 10th Floor, Miami, Florida, 33132, which Trust is wholly owned by World Global.
3. I am the CEO and sole owner of WG Financing, Inc. ("WG"), a corporation organized under the laws of the State of Florida and located at 141 NE 3rd Avenue, 10th Floor, Miami, Florida, 33132.

4. World Global, the Trust, WG, and I (collectively, the “WG Parties”) are indebted to Plaintiff, Eaglewood SPV I LP (“Eaglewood”), a limited partnership organized under the laws of the State of Delaware and located in New York, New York, in the amount set forth below.

5. The WG Parties were an originator and servicer of merchant cash advances (“MCAs”) made to the third party merchants on behalf of investors who fund and own such MCAs.

6. Eaglewood is one of the largest investors/customers in the WG Parties’ MCA business.

7. As part of Eaglewood’s investment, the parties entered into several agreements regarding the purchase and servicing of the MCAs.

8. The WG Parties failed to make contractually-required payments to Eaglewood and failed to comply with other contractual obligations, causing damages to Eaglewood of US\$6,500,000.00, plus prejudgment and postjudgment interest, costs, and expenses, including, without limitation, all prejudgment and postjudgment legal and professional fees and expenses incurred by Eaglewood.

9. Under the parties’ agreements, the WG Parties are responsible for such costs and expenses.

10. Eaglewood commenced the above-captioned lawsuit against the WG Parties (the “Lawsuit”).

11. In the Lawsuit, the Court issued several temporary restraining orders, and ultimately a preliminary injunction, against the WG Parties and their agents requiring, *inter alia*, that the WG Parties segregate and escrow cash proceeds of Eaglewood’s MCAs and, after Eaglewood terminated the World Global as its servicer, deposit and transfer any and all proceeds

of Eaglewood's receivables from May 2, 2018, forward into a lockbox for the benefit of Eaglewood.

12. On May 8, 2018, World Global filed a chapter 11 bankruptcy petition in the Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court").

13. On May 11, 2018, the Bankruptcy Court entered an order [Bankr. ECF No. 28] (the "Stay Relief Order") which provided, *inter alia*, for the following relief:

- a. Granting relief *sua sponte* from the automatic stay so that World Global, Eaglewood, and other parties could proceed with the Lawsuit through the final disposition of all issues in that case that do not involve property of the bankruptcy estate; and
- b. Ordering that all funds received or deposited into the Eaglewood lockbox account remain in the account and not be dissipated or withdrawn without further order of the Bankruptcy Court.

14. The WG Parties hereby confess judgment, jointly and severally, in the amount of US\$6,500,000.00, less the amount that will be swept by Eaglewood from its lockbox account on July 19, 2018 pursuant to a settlement agreement among the parties (which amount is estimated to be no less than \$945,000), plus prejudgment and postjudgment interest, costs, and expenses, including, without limitation, all prejudgment and postjudgment legal and professional fees and expenses incurred by Eaglewood resulting from their violation of the parties' agreements.

15. This Affidavit of Confession of Judgment is for a debt justly due or to become due to Eaglewood arising out of the parties' written agreements and the transactions referred to therein and in the Lawsuit.

16. This Affidavit of Confession of Judgment is not for the purpose of securing the plaintiff Eaglewood against a contingent liability.

17. I am authorized by World Global's Board of Directors to make this Affidavit of Confession of Judgment.

18. I am authorized by the Trust's Administrator to make this Affidavit of Confession of Judgment.

19. I am authorized by WG's Board of Directors to make this Affidavit of Confession of Judgment.

WORLD GLOBAL FINANCING, INC.

By: _____
Name: _____
Title: _____

WG FUNDING TRUST

By: _____
Name: _____
Title: _____

WG FINANCING, INC.

By: _____
Name: _____
Title: _____

CYRIL ESKENAZI

Sworn to before me this
____ day of June 2018

Notary Public