

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

In re:

WOODBRIIDGE GROUP OF COMPANIES,  
LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

Jointly Administered

Hearing Date: January 10, 2018, at 10:00 a.m. (ET)  
Objection Deadline: January 2, 2018, at 4:00 p.m.  
(ET)

**DEBTORS' FIRST OMNIBUS MOTION FOR AN ORDER  
PURSUANT TO 11 U.S.C. § 365 (A) AUTHORIZING DEBTORS TO ASSUME  
CERTAIN EXECUTORY CONTRACTS; (B) FIXING CURE AMOUNTS WITH  
RESPECT THERETO; AND (C) GRANTING AUTHORIZATION TO REQUEST THE  
OMNIBUS ASSUMPTION OF THE ASSUMED CONTRACTS BY THIS MOTION**

***PARTIES TO EXECUTORY CONTRACTS THAT RECEIVE THIS MOTION SHOULD  
LOCATE THEIR RESPECTIVE NAMES, ASSUMED CONTRACTS, AND CURE  
AMOUNTS ON EXHIBIT 1 TO THE PROPOSED ORDER***

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) hereby file this motion (the “Motion”) pursuant to section 365 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and rule 6006(e)(3) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”): (a) authorizing the Debtors to assume the executory contracts identified on Exhibit 1 to the Proposed Order (the “Assumed Contracts”); (b) fixing the amounts, pursuant to section 365(b)(1) of the Bankruptcy Code, required to be paid by the

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

Debtors to satisfy any monetary defaults arising under the Assumed Contracts as the amounts identified for the Assumed Contracts on Exhibit 1 to the Proposed Order (each a “Cure Amount,” and collectively, the “Cure Amounts”); and (c) granting authorization, pursuant to Bankruptcy Rule 6006(e)(3), for the Debtors to file this Motion seeking to assume multiple executory contracts pursuant to one motion.

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 365 of the Bankruptcy Code and Bankruptcy Rule 6006(e)(3).

### **BACKGROUND**

#### **I. General Background**

3. On December 4, 2017 (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession.

The Debtors' chapter 11 cases (collectively, the "Chapter 11 Cases") are being jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. As of the date hereof, no trustee or examiner has been appointed in the Chapter 11 Cases.

4. On December 14, 2017, the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") pursuant to section 1102 of the Bankruptcy Code.

5. Information regarding the Debtors' history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the Chapter 11 Cases can be found in the *Declaration of Lawrence R. Perkins in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* (Docket No. 12) (the "First Day Declaration").

## **II. The Assumed Contracts**

6. The Debtors' principal business over the past five years has been buying, renovating or building, and then selling high-end luxury homes. In some cases, the Debtors purchase and renovate an existing home, while in others, the Debtors purchase raw land and build new homes thereon. The Debtors have used funds raised through retail fundraising operations to finance their purchase and improvement of real properties.<sup>2</sup>

7. Through their principal operating company, Woodbridge Group of Companies, LLC, the Debtors have managed their relationships with a network of architects, contractors, and construction companies (collectively, the "Contractors") to develop hundreds of desirable high-end properties in a broad range of geographic markets.

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<sup>2</sup> Prior to the Petition Date, the Debtors ceased all retail fundraising operations.

8. The Debtors pride themselves on building and developing top-of-the-line luxury homes in order to maximize the returns on their portfolio of properties through property sales. Accordingly, to preserve and maximize the value of the Debtors' estates during the Chapter 11 Cases, the Debtors have filed this Motion to assume the Assumed Contracts, all of which are with Contractors that are critical to the ongoing success of the Debtors' property development and sales.

**RELIEF REQUESTED**

9. Pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors request entry of an order in substantially the same form as the Proposed Order: (a) authorizing the Debtors to assume the Assumed Contracts; (b) fixing the Cure Amount for each Assumed Contract; and (c) authorizing the Debtors, pursuant to Bankruptcy Rule 6006(e)(3), to file this Motion seeking to assume multiple executory contracts pursuant to one motion.

**BASIS FOR RELIEF REQUESTED**

**III. The Debtors' Assumption of the Assumed Contracts Represents a Sound Exercise of the Debtors' Business Judgment**

10. Bankruptcy Code section 365(a) provides that a debtor in possession, "subject to the court's approval, may assume or reject an executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). It is well established in the Third Circuit, as well as in other jurisdictions, that decisions to assume or reject executory contracts or unexpired leases are matters within the "business judgment" of the debtor. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (noting that the business judgment standard traditionally applies to court authorization of rejection of an executory contract); *In re Market Square Inn, Inc.*, 978 F.2d 116, 121 (3d Cir. 1992) (stating that the "resolution of [the] issue of assumption or rejection will be a

matter of business judgment by the bankruptcy court”); *see also Sharon Steel Corp. v. Nat’l Fuel Gas Dist. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (same proposition); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 120-21 (Bankr. D. Del. 2001) (same); *In re Orion Pictures Corp.*, 4 F.3d 1095, 1099 (2d Cir. 1993), *cert. dismissed*, 511 U.S. 1026 (1994) (same).

11. Debtors have considerable discretion in determining whether to assume or reject an executory contract. *Stanziale v. Machtomi (In re Tower Air, Inc.)*, 416 F.3d 229, 238 (3d Cir. 2005). Accordingly, courts approve the assumption of an executory contract or unexpired lease unless evidence is presented that the debtor’s decision to assume or reject “was so manifestly unreasonable that it could not be based on sound business judgment, but only on bad faith, or whim or caprice.” *In re Richmond Metal Finishers, Inc.*, 756 F.2d 1043, 1047 (4th Cir. 1985), *cert. denied*, 475 U.S. 1057 (1986); *see also In re Federal Mogul Global, Inc.*, 293 B.R. 124, 126 (D. Del. 2003) (“The business judgment test dictates that a court should approve a debtor’s decision to reject a contract unless that decision is the product of bad faith or gross abuse of discretion.”). Indeed, to impose more exacting scrutiny would slow a debtor’s reorganization, thereby increasing its cost and undermining the “Bankruptcy Code’s provisions for private control” of the estate’s administration. *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1311 (5th Cir. 1986).

12. The Debtors’ decision to assume the Assumed Contracts is supported by their sound business judgment. The Contractors are needed to maintain the Debtors’ standards and reputation for building and developing top-of-the-line luxury homes. Their services cannot be easily replaced in a manner that does not disrupt the Debtors’ ongoing business operations. Assuming the Assumed Contracts with key Contractors will materially benefit the Debtors’ ongoing property development and sales efforts, and thus their reorganization efforts, thereby

providing a substantial benefit to the Debtors, their estates, creditors and other parties in interest in the Chapter 11 Cases.

**IV. The Cure Amounts Satisfy the Requirements of Section 365(b)(1) of the Bankruptcy Code**

13. Pursuant to section 365(b)(1) of the Bankruptcy Code, a debtor may not assume an executory contract or unexpired lease unless, at the time of assumption, the debtor: (1) cures or provides adequate assurance that it will promptly cure any defaults under such contract or lease; and (2) compensates or provides adequate assurance of prompt future compensation for actual pecuniary losses resulting from such defaults. 11 U.S.C. § 365(b)(1)(A)-(B); *see also Cinicola v. Scharffenberger*, 248 F.3d 110, 119 (3d Cir. 2001) (holding that § 365(b) requires prompt cure of any default under an unexpired lease before the debtor can assume such lease); *L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000) (requiring a debtor-in-possession to cure defaults under lease agreement before assumption).

14. The Debtors believe that the Cure Amounts listed on Exhibit 1 to the Proposed Order satisfy the requirements of section 365(b)(1) of the Bankruptcy Code and are appropriate in connection with the Debtors' proposed assumption of the Assumed Contracts. The Cure Amounts represent the amounts, if any, owed under the Assumed Contracts to the Contractors.

**V. The Debtors Have Provided Adequate Assurance of Future Performance under the Assumed Contracts**

15. Under section 365(b)(1) of the Bankruptcy Code, if there has been a default in an unexpired executory contract, a debtor may not assume such executory contract unless, at the time of assumption, the debtor provides adequate assurance of future performance under such contract. 11 U.S.C. § 365(b)(1)(C). The Debtors submit that, to the extent necessary, they have provided ample assurance of their future performance under the Assumed Contracts. The

Debtors have substantially performed their undisputed post-petition obligations under the Assumed Contracts since the Petition Date. Additionally, the Debtors' DIP Facility and related budget are structured to accommodate their timely performance of undisputed post-petition obligations under the Assumed Contracts going forward, and the Debtors have sufficient liquidity to meet these obligations. The Debtors' continued performance under the Assumed Contracts is necessarily contemplated in the Debtors' business plan moving forward.

16. In light of the foregoing, the Debtors submit that more than sufficient evidence exists to establish that the Contractors are adequately assured of the Debtors' future performance under the Assumed Contracts.

**VI. Authorizing the Debtors to Seek Assumption of the Assumed Contracts by This Motion Promotes Judicial Economy and Preserves the Debtors' Limited Resources**

17. Bankruptcy Rule 6006(e) limits the ability of a debtor to "seek authority to assume or assign multiple executory contracts or unexpired leases in one motion unless (1) all executory contracts or unexpired leases to be assumed or assigned are between the same parties or are to be assigned to the same assignee; (2) the trustee [or debtor in possession] seeks to assume, but not assign to more than one assignee, unexpired leases of real property; or (3) the court otherwise authorizes the motion to be filed." Fed. R. Bankr. P. 6006(e). Because the Assumed Contracts are not between the same parties and are not unexpired leases of real property, the Debtors respectfully request that the Court authorize the Debtors to file this Motion seeking to assume the Assumed Contracts.

18. The Assumed Contracts consist of 12 separate agreements that the Debtors propose to assume pursuant to this Motion. Each Assumed Contract is with a Contractor that is critical to the ongoing success of the Debtors' property development and sales operations. Requiring the Debtors to proceed by separate motions to assume each of the Assumed Contracts

would unnecessarily deplete limited resources of the Debtors' estates. Further, the Debtors have complied in all respects with the provisions in Bankruptcy Rule 6006(f) and submit that the interests of judicial economy are best served by permitting the Debtors to seek the relief requested herein by this Motion.

**REQUEST FOR WAIVER OF STAY**

19. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). Waiver of the 14-day stay in this instance would allow the Debtors to assume the Assumed Contracts in the most timely and efficient manner, thereby benefitting the Debtors, their estates and creditors. No party in interest, including the Contractors, will be prejudiced thereby. Therefore, to the extent applicable, the Debtors submit that the 14-day stay set forth in Bankruptcy Rule 6004(h) should be waived.

**NOTICE**

20. The Debtors have provided notice of this Motion to: (i) the U.S. Trustee; (ii) the DIP Lender and counsel thereto; (iii) counsel to the Committee; (iv) all parties who have requested notice in the Chapter 11 Cases pursuant to Local Rule 2002-1; and (v) the Contractors that are counterparties to the Assumed Contracts. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

*[Remainder of page intentionally left blank]*



**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order filed herewith, granting the relief requested herein and such other and further relief as may be just and proper under the circumstances.

Dated: December 19, 2017  
Wilmington, Delaware

*/s/ Allison S. Mielke*

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*Proposed Counsel to the Debtors and Debtors in Possession*

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

In re:

WOODBIDGE GROUP OF COMPANIES, LLC,  
*et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Hearing Date: January 10, 2018, at 10:00 a.m. (ET)

Obj. Deadline: January 2, 2018, at 4:00 p.m. (ET)

**NOTICE OF MOTION**

TO: (I) THE U.S. TRUSTEE; (II) COUNSEL TO THE DIP LENDER; (III) COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS; (IV) THE COUNTERPARTIES (AS DEFINED IN THE MOTION); AND (V) ALL PARTIES THAT HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO LOCAL RULE 2002-1.

**PLEASE TAKE NOTICE** that Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) have filed the attached *Debtors’ First Omnibus Motion for an Order Pursuant to 11 U.S.C. § 365 (A) Authorizing Debtors to Assume Certain Executory Contracts; (B) Fixing Cure Amounts with Respect thereto; and (C) Granting Authorization to Request the Omnibus Assumption of the Assumed Contracts by this Motion* (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that any responses or objections to the Motion must be filed on or before **January 2, 2018, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any response or objection upon the proposed undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON JANUARY 10, 2018, AT 10:00 A.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT**

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

OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 5,  
WILMINGTON, DELAWARE 19801.

**PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS TO THE  
MOTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH  
THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN  
THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: December 19, 2017  
Wilmington, Delaware

*/s/ Ian J. Bambrick*

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*Proposed Counsel to the Debtors and Debtors in  
Possession*

**EXHIBIT A**

**PROPOSED ORDER**

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

In re:

WOODBRIIDGE GROUP OF COMPANIES, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

Jointly Administered

Ref. Docket No. \_\_\_\_

**ORDER PURSUANT TO 11 U.S.C. § 365 (A) AUTHORIZING DEBTORS TO ASSUME CERTAIN EXECUTORY CONTRACTS; (B) FIXING CURE AMOUNTS WITH RESPECT THERETO; AND (C) GRANTING AUTHORIZATION TO REQUEST THE OMNIBUS ASSUMPTION OF THE ASSUMED CONTRACTS BY THIS MOTION**

Upon consideration of the *Debtors' First Omnibus Motion for an Order Pursuant to 11 U.S.C. §365 (A) Authorizing Debtors to Assume Certain Executory Contracts; (B) Fixing Cure Amounts With Respect Thereto; and (C) Granting Authorization to Request the Omnibus Assumption of the Assumed Contracts By This Motion* (the "Motion")<sup>2</sup> filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012; and this Court having found that venue of these cases and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court

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

<sup>2</sup> Capitalized terms used but not defined herein shall have the meanings given to them in the Motion.

having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and a hearing having been held to consider the relief requested in the Motion; and upon the record of the hearing and all of the proceedings had before this Court; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors, their estates, their creditors and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to section 365 of the Bankruptcy Code, the Debtors' assumption of the Assumed Contracts set forth in Exhibit 1 attached hereto is hereby approved as of the date of the entry of this Order.
3. The Debtors are hereby authorized to seek assumption of the Assumed Contracts in one motion pursuant to Bankruptcy Rule 6006(e)(3).
4. In accordance with section 365(b)(1) of the Bankruptcy Code, the Cure Amounts shall be fixed at the amounts set forth in Exhibit 1 attached hereto. The Debtors shall pay the Cure Amounts, if any, to the respective Contractors within thirty (30) days of the entry of this Order or such other date as the Debtors and the Contractors may otherwise agree.
5. Except to the extent that less favorable treatment has been agreed to by the counterparties to the Assumed Contracts, any monetary defaults arising under the Assumed Contracts shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of

the applicable Cure Amount, if any. Assumption of the Assumed Contracts shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any Assumed Contract at any time before the date of the entry of this Order. The Contractors shall be deemed to have consented to the Cure Amounts and shall be forever estopped from seeking any additional amount(s) on account of the Debtors' cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors or their estates. The Debtors shall enjoy all of the rights and benefits under the Assumed Contracts without the necessity of obtaining any party's written consent to the Debtors' assumption of the Assumed Contracts, and the Contractors shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption of the Assumed Contracts. Any proofs of claim filed in these Chapter 11 Cases with respect to pre-assumption defaults under Assumed Contract shall be deemed disallowed and expunged, without further notice or action, order, or approval of this Court.

6. The Debtors have demonstrated adequate assurance of future performance under the Assumed Contracts and have satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code.

7. Nothing included in or omitted from the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates, subject to appropriate notice and this Court's approval unless otherwise agreed to by the respective Contractors, to assign any of the Assumed Contracts pursuant to, and in accordance with, the requirements of section 365 of the Bankruptcy Code.

8. Except as specifically set forth herein, nothing included in or omitted from the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, or a waiver of the rights of the Debtors and the estates, or shall impair the ability of the Debtors and their estates to contest the validity and amount of any payment made pursuant to this Order.

9. Any and all rights, claims and defenses of the Debtors and their estates with respect to the Assumed Contracts shall be reserved, and nothing included in or omitted from the Motion or this Order shall impair, prejudice, waive or otherwise affect any such rights, claims and defenses.

10. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

11. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

12. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: January \_\_\_, 2018  
Wilmington, Delaware

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Kevin J. Carey  
United States Bankruptcy Judge



**EXHIBIT 1**

**ASSUMED CONTRACTS**

**Exhibit 1- Assumed Contracts**

<b><u>Debtor</u></b>	<b><u>Counterparty</u></b>	<b><u>Assumed Contract</u></b>	<b><u>Cure Amount</u></b>
Addison Park Investments, LLC	G3 Group LA, Inc. 2500 Townsgate Road, Suite F Westlake Village, CA 91361	Contract between Addison Park Investments, LLC and G3 Group LA, Inc.	\$1,027,920
Arlington Ridge Investments, LLC	G3 Group LA, Inc. 2500 Townsgate Road, Suite F Westlake Village, CA 91361	Contract between Arlington Ridge Investments, LLC and G3 Group LA, Inc. dated May 13, 2016	\$574,327
Bay Village Investments, LLC	OHS Design & Development LLC 500 South Shatto Place, Suite 411 Los Angeles, CA 90020	Contract between Bay Village Investments, LLC and OHS Design & Development LLC dated September 1, 2017	\$145,800
Goose Rocks Investments, LLC	G3 Group LA, Inc. 2500 Townsgate Road, Suite F Westlake Village, CA 91361	Contract between Goose Rocks Investments, LLC and G3 Group LA, Inc. dated October 20, 2015	\$206,785
Hornbeam Investments, LLC	The I-Grace Company 1964 Westwood Blvd., Suite 425 Los Angeles, CA 90025	Contract between Hornbeam Investments, LLC and The I. Grace Company, dated June 20, 2017	\$112,606
Lilac Meadow Investments, LLC	Dobkin Construction Inc. 5401 West Pico Blvd. Los Angeles, CA 90019	Contract between Lilac Meadow Investments, LLC and Dobkin Construction Inc. dated August 23, 2017	\$573,649
Longbourn Investments, LLC	HMDG, Inc. 4154 West Pico Blvd. Los Angeles, CA 90019	Contract between Longbourn Investments, LLC and HM DG, Inc. dated June 9, 2016	\$57,594
Riley Creek Investments, LLC	Builder's Team 2259 Honolulu Ave. Montrose, CA 91020	Contract between Riley Creek Investments, LLC and Builder's Team dated September 1, 2016	\$147,673
Varga Investments, LLC	G3 Group LA, Inc. 2500 Townsgate Road, Suite F Westlake Village, CA 91361	Contract between Varga Investments, LLC and G3 Group LA, Inc. dated December 9th 2016	\$549,929
White Birch Investments, LLC	Dane Coyle Custom Homes 4671 Pine Valley Place Thousand Oaks, CA 91362	Contract between White Birch Investments, LLC and Dane Coyle Custom Homes, Inc.	\$281,717

**Exhibit 1- Assumed Contracts**

<b><u>Debtor</u></b>	<b><u>Counterparty</u></b>	<b><u>Assumed Contract</u></b>	<b><u>Cure Amount</u></b>
Winding Road Investments, LLC	Builder's Team 2259 Honolulu Ave. Montrose, CA 91020	Contract between Winding Road Investments, LLC and Builder's Team dated December 19, 2016	\$515,972
Woodbridge Group of Companies, LLC	Plus Development LLC Total 8920 West Sunset Blvd., Suite 200A West Hollywood, CA 90069	Contract between Woodbridge Group of Companies and Plus Development LLC	\$281,382