

**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: June 5, 2018, at 11:00 a.m. (ET)  
Obj. Deadline: May 11, 2018, at 4:00 p.m. (ET)

**DEBTORS' THIRD OMNIBUS MOTION FOR ENTRY OF  
AN ORDER, PURSUANT TO SECTIONS 105(a), 365(a), AND 554(a) OF THE  
BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NON-RESIDENTIAL  
REAL PROPERTY, NUNC PRO TUNC TO THE REJECTION DATE**

**ANY PARTY RECEIVING THIS MOTION SHOULD LOCATE  
ITS NAME AND ITS REJECTED EXECUTORY CONTRACT OR LEASE  
IDENTIFIED ON SCHEDULE 1 TO THE PROPOSED ORDER**

Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”) hereby move the Court (this “Motion”) for the entry of an order, substantially in the form attached hereto as Exhibit A (the “Proposed Order”), pursuant to sections 105(a), 365(a), and 554(a) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), authorizing, but not directing, the Debtors to (i) reject those certain executory contracts (the “Rejected Contracts”) and unexpired leases of nonresidential real property (the “Rejected Leases” and, collectively, the “Rejected Contracts and Leases”) set forth on Schedule 1 to the Proposed Order, effective as of April 30, 2018 (the “Rejection Date”), and (ii) abandon, free and clear of all liens, claims, encumbrances,

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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 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this 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 undersigned counsel for the Debtors.

and interests, effective as of the Rejection Date, any personal property of the Debtors, including, but not limited to, furniture, fixtures, and equipment (collectively, the “Personal Property”) that remains, as of the Rejection Date, on any of the premises (collectively, the “Premises”) in respect of the Rejected Leases. In support of this Motion, the Debtors respectfully state as follows:

### **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. The statutory predicates for the relief sought herein are sections 105(a), 365(a), and 554(a) of the Bankruptcy Code and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

### **BACKGROUND**

2. On December 4, 2017, 279 of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code. Thereafter on February 9, 2018, March 9, 2018, March 23, 2018, and March 27, 2018, additional affiliated Debtors (27 in total) commenced voluntary cases 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.

3. 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 Office of the United States Trustee for the District of Delaware (the "U.S. Trustee") appointed an official committee of unsecured creditors (the "Committee") [Docket No. 79]. On January 23, 2018, the Court approved a settlement providing for the formation of an ad hoc noteholder group (the "Noteholder Group") and an ad hoc unitholder group (the "Unitholder Group") [Docket No. 357].

### **RELIEF REQUESTED**

5. By this Motion, the Debtors seek to reject the Rejected Contracts and Leases, *nunc pro tunc* to the Rejection Date and seek to abandon, effective as of the Rejection Date, any Personal Property that remains as of such date on any of the Premises.

### **BASIS FOR RELIEF**

#### **I. Rejection of the Rejected Contracts and Leases *Nunc Pro Tunc* to the Rejection Date Reflects the Debtors' Sound Business Judgment**

6. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). As courts have held: "[t]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (quoting 2 *Collier on Bankruptcy* ¶ 365.LH (16th ed. 2016)).

7. The standard applied to determine whether the rejection of an unexpired lease should be authorized is the “business judgment” standard. *See Sharon Steel Corp. v. Nat’l Fuel Gas Distr. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *see also In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 513 (Bankr. D. Del. 2003) (stating that a debtor’s decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the “product of bad faith, whim, or caprice”). Once a debtor states a valid business justification, “[t]he business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc.*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

8. The business judgment rule is crucial in chapter 11 cases and shields a debtor’s management from judicial second-guessing. *See Comm. of Asbestos Related Litigants and/or Creditors v. Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“The Code favors the continued operation of a business by a debtor and a presumption of reasonableness attached to a debtor’s management decisions.”). Generally, courts defer to a debtor in possession’s business judgment to reject a lease. *See, e.g., NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984); *In re Minges*, 602 F.2d 38, 43 (2d Cir. 1979); *In re Riodizio*, 204 B.R. 417, 424–25 (Bankr. S.D.N.Y. 1997); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

9. Upon finding that the Debtors have exercised their sound business judgment in determining that rejection of the Rejected Contracts and Leases is in the best interests of the Debtors and their estates, the Court should approve the proposed rejections under section 365(a)

of the Bankruptcy Code. *See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *see also Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). If a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease. *See, e.g., Sharon Steel Corp.*, 872 F.2d at 39–40.

10. As an integral component of their efforts to preserve and maximize the value of their estates and reduce their potential administrative costs in these Chapter 11 Cases by, among other things, eliminating unnecessary costs, the Debtors have determined, in their business judgment, that the Rejected Contracts and Leases are burdensome and provide no economic value to their estates. The Rejected Contracts and Leases are unnecessary to the Debtors and their chapter 11 efforts and, if not rejected, would be a drain on the Debtors' estates and a hindrance to their chapter 11 efforts. The Debtors also believe that any continued expense in maintaining the Rejected Contracts and Leases, in particular, and attempting to market such agreements would likely outweigh, if not eclipse, any benefit obtained by identifying a potential acquirer of such agreements and would unnecessarily deplete assets of the Debtors' estates, to the detriment of creditors. In contrast, rejection of the Rejected Contracts and Leases will represent a significant monthly cost savings to the Debtors' estates moving forward.

11. In order to avoid paying any unnecessary expenses related to the Rejected Contracts and Leases, the Debtors seek to reject the Rejected Contracts and Leases *nunc pro tunc* to the Rejection Date. Courts have routinely authorized a debtor's retroactive rejection of executory contracts and unexpired leases. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr.

D. Del. 2004); *see also In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (with respect to unexpired leases, rejection *nunc pro tunc* permitted to the date of the motion or the date the premises surrendered in certain circumstances).

12. The facts in these Chapter 11 Cases and the balance of the equities favor the Debtors' rejection of the Rejected Contracts and Leases *nunc pro tunc* to the Rejection Date. Without a retroactive date of rejection, the Debtors may incur unnecessary administrative charges for agreements that are not necessary to their chapter 11 efforts. Moreover, the counterparties to the Rejected Contracts and Leases (collectively, the "Counterparties") will not be unduly prejudiced if the Rejected Contracts and Leases are rejected *nunc pro tunc* to the Rejection Date because the Debtors have served this Motion on the Counterparties and/or their agents or representatives by electronic mail and/or facsimile, on the date hereof, and by overnight mail stating that the Debtors intend to reject the Rejected Contracts and Leases effective as of the Rejection Date. Furthermore, with respect to each of the Rejected Leases, the Debtors have, on or before the date hereof, irrevocably and unequivocally surrendered the Premises and turned over keys the Debtors received for the Premises to the applicable Counterparty or its representative and irrevocably and unequivocally abandoned the Premises, thus leaving the applicable landlords in sole possession of the Premises. Therefore, based on the Debtors' desire to eliminate the potential of administrative claims being asserted against their estates, and to avoid the potential accrual of any further obligations under the Rejected Contracts and Leases, the Debtors respectfully submit that rejection as of the Rejection Date of the Rejected Contracts and Leases is appropriate.

13. In light of the foregoing facts and circumstances, the Debtors respectfully submit that their rejection of the Rejected Contracts and Leases under section 365(a) of the Bankruptcy

Code, *nunc pro tunc* to the Rejection Date, is a sound exercise of their business judgment and is necessary, prudent, and in the best interests of the Debtors, their estates, and their creditors.

14. The Debtors may have claims against the Counterparties arising under, or independently of, the Rejected Contracts and Leases. The Debtors do not waive such claims by the filing of this Motion or by the rejection of the Rejected Contracts and Leases.

**II. Authorizing the Debtors to Abandon Any Personal Property Remaining at the Premises as of the Rejection Date Is Appropriate**

15. In the event that any Personal Property remains on any of the Premises as of the Rejection Date, the Debtors request this Court's approval of the Debtors' abandonment of that Personal Property (collectively, the "Abandoned Personal Property"), pursuant to section 554(a) of the Bankruptcy Code, with such abandonment being free and clear of all liens, claims, encumbrances, and interests, and effective as of the Rejection Date.

16. Section 554(a) of the Bankruptcy Code provides that "[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate." 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public's welfare. *See In re Midlantic Nat'l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant in this case.

17. The Debtors submit that any Abandoned Personal Property is of inconsequential value or burdensome to the Debtors' estates to remove. Among other things, the Debtors believe that the cost of retrieving, marketing, and reselling the Abandoned Personal Property outweighs any recovery that the Debtors and their estates could reasonably hope to attain for the Abandoned Personal Property. As a result, the Debtors have determined, in their

business judgment, that the abandonment of the Abandoned Personal Property, free and clear of all liens, claims, encumbrances, and interests, and effective as of the Rejection Date, is a sound exercise of their business judgment, and is necessary, prudent, and in the best interests of the Debtors, their estates, and creditors.

**NOTICE**

18. The Debtors have provided notice of this Motion to: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) counsel to the DIP Lender; (iv) counsel to the Noteholder Group; (v) counsel to the Unitholder Group; (vi) counsel to the SEC; (vii) the Counterparties; and (viii) any party that has requested notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. 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 request entry of the Proposed Order, substantially in the form annexed hereto as Exhibit A, granting the relief requested herein and such other and further relief to the Debtors as is just and proper.

Dated: April 27, 2018  
Wilmington, Delaware

*/s/ Betsy L. Feldman*

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**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: June 5, 2018, at 11:00 a.m. (ET)  
Obj. Deadline: May 11, 2018, at 4:00 p.m. (ET)

**NOTICE OF MOTION**

**ANY PARTY RECEIVING THE ATTACHED MOTION SHOULD  
REVIEW THE SCHEDULE OF EXECUTORY CONTRACTS AND REJECTED  
LEASES ATTACHED TO THE PROPOSED ORDER**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the attached *Debtors’ Third Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property, Nunc Pro Tunc to the Rejection Date* (the “Motion”).

**PLEASE TAKE FURTHER NOTICE** that any objections to the relief requested by the Motion must be filed on or before **May 11, 2018, at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON **JUNE 5, 2018, AT 11:00 A.M. (ET)** BEFORE THE HONORABLE KEVIN J. CAREY AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, FIFTH FLOOR, COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.**

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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 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this 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 undersigned counsel for the Debtors.

**PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THEN THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: April 27, 2018  
Wilmington, Delaware

/s/ Betsy L. Feldman

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**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. \_\_\_\_

**THIRD OMNIBUS ORDER, PURSUANT TO SECTIONS 105(a), 365(a), AND 554(a) OF  
THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NON-RESIDENTIAL  
REAL PROPERTY, NUNC PRO TUNC TO THE REJECTION DATE**

Upon the Debtors' Third Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property, Nunc Pro Tunc to the Rejection Date (the "Motion");<sup>2</sup> and this Court having found that it has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated 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 having determined that it may enter a final order consistent with Article III of the United States

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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 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this 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 undersigned counsel for the Debtors.

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

Constitution; and it appearing 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 found and determined that the relief sought in the Motion is in the best interest 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 sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts and Leases are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Date, on any of the Premises is hereby abandoned by the Debtors, with such abandonment being free and clear of all liens, claims, encumbrances, and interests, and effective as of the Rejection Date.
4. If the Debtors have deposited monies with a Counterparty to a Rejected Lease set forth on Schedule 1 hereto as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.
5. Any person or entity that holds a claim that arises from the Rejected Contracts or the Rejected Leases must file a proof of claim based on such rejection by the later of: (i) June 19, 2018, at 5:00 p.m. (ET), which is the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court or (ii) 30 days after the service of this Order.

6. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtors or their estates to contest any claims for damages arising from the Debtors' rejection of the Rejected Contracts and Leases, to assert that any claims for damages arising from the Debtors' rejection of the Rejected Contracts and Leases are limited to any remedies available under any applicable termination provisions of such Rejected Contracts and Leases, or that any such claims are obligations of a third party, and not those of the Debtors or their estates.

7. The Debtors are authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

8. The rights of the Debtors and their estates to assert that the Rejected Contracts and Leases rejected hereby expired by their own terms or were terminated prior to the date hereof are fully preserved, and the Debtors and their estates do not waive any claims that they may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Contracts and Leases.

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

10. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

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

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KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE 1**

**Rejected Contracts and Leases**



Counterparty	Counterparty Address	Address of Leased Premises or Contract Description	Effective Date of Proposed Rejection
Comcast	P.O. Box 37601 Philadelphia, PA 19101-0601	Internet Services for 207 Mockingbird Lane, Suite 402, Johnson City, Tennessee 37604 Account Number: 932762473	April 30, 2018
Kayline, LLC	58 Hartford Turnpike Tolland, Connecticut 06084	Lease for 54 Hartford Turnpike, Tolland, CT 06084 <sup>1</sup>	April 30, 2018
Brown Cow Properties	22 Center Street, Side Suite Freehold, New Jersey 07728	Lease for 22 Center Street, Freehold, New Jersey 07728 <sup>2</sup>	April 30, 2018
SMP LLC	1093 Broxton Avenue, Suite 246 Los Angeles, California 90024	Lease for 14225 Ventura Boulevard, Suite 200, Sherman Oaks, California 91423	April 30, 2018 <sup>3</sup>
SMP LLC	1093 Broxton Avenue, Suite 246 Los Angeles, California 90024	Lease for 14225 Ventura Boulevard, Suite 201, Sherman Oaks, California 91423	April 30, 2018 <sup>4</sup>
SMP LLC	1093 Broxton Avenue, Suite 246 Los Angeles, California 90024	Lease for 14225 Ventura Boulevard, Suite 204, Sherman Oaks, California 91423	April 30, 2018 <sup>5</sup>
TPx Communications	515 South Flower Street 45th Floor Los Angeles, California 90071	Internet Services for 54 Hartford Turnpike, Tolland, CT 06084 Account Number: 328276-033017	April 30, 2018

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<sup>1</sup> Upon information and belief, the Debtors had been occupying these Premises under a month-to-month lease. Prior to filing of the Motion, the Debtors surrendered these Premises and the landlord has notified the Debtors that it has accepted the Debtors' surrender. Nonetheless, the Debtors seek to reject this Lease out of an abundance of caution.

<sup>2</sup> Upon information and belief, the Debtors have been occupying these Premises under a month-to-month lease. However, the Debtors seek to reject this Lease out of an abundance of caution. A Debtor employee is the sole owner of the Counterparty for this Rejected Lease.

<sup>3</sup> Upon information and belief, Direct Insurance Source, LLC ("Direct Insurance") is the tenant at these Premises and the party obligated under this Lease. The President of Direct Insurance is employed by the Debtors as Risk Manager. The Debtors are not otherwise affiliated with Direct Insurance in any manner. Nonetheless, the Debtors seek to reject this Lease out of an abundance of caution.

<sup>4</sup> See *supra* note 3.

<sup>5</sup> See *supra* note 3.