

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

In re:

WOODBRIIDGE GROUP OF COMPANIES
LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

**DECLARATION OF BRADLEY D. SHARP IN SUPPORT OF DEBTORS' MOTION TO
SELL 1 ELECTRA COURT, LOS ANGELES, CALIFORNIA PROPERTY**

I, Bradley D. Sharp, hereby declare under penalty of perjury, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am President and CEO of Development Specialists, Inc. ("DSI"), located at 333 S. Grand Avenue Suite 4070, Los Angeles, California 90071, and the Chief Restructuring Officer of WGC Independent Manager LLC, a Delaware limited liability company ("WGC Independent Manager"), which is the sole manager of debtor Woodbridge Group of Companies, LLC, a Delaware limited liability company and an affiliate of each of the above-captioned debtors and debtors in possession (each, a "Debtor" and collectively, the "Debtors"). I submit this declaration (this "Declaration") in support of the *Debtors' Motion for Entry of an Order (I) Authorizing the Sale of 1 Electra Court, Los Angeles, California Property Owned by the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (II) Approving the Related Purchase Agreement; and (III) Granting Related Relief* (the "Sale Motion").² All facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations,

¹ 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 such information may be obtained on the website of the Debtors' noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

² Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Sale Motion.

information learned from my review of relevant documents, and discussions with the Debtors' professional advisors. I am authorized to submit this Declaration on behalf of the Debtors and, if called upon to testify, I could and would testify competently to the facts set forth herein.

2. Pursuant to the terms of the settlement approved by this Court on January 23, 2018 between the Debtors, the Official Committee of Unsecured Creditors, the Securities and Exchange Commission, the Ad Hoc Committee of Noteholders, and the Ad Hoc Committee of Unitholders (the "Settlement"), the Debtors' board of managers was reconstituted as a three-person board consisting of Richard Nevins, M. Freddie Reiss, and Michael Goldberg (collectively, the "Board") [D.I. 357-1]. On January 26, 2018, the Board approved my retention as the Debtors' new Chief Restructuring Officer. On February 13, 2018, the Court entered an order approving my retention as Chief Restructuring Officer [D.I. 573].

3. The Property consists of a single-family home on an approximately 4.4 acre lot situated in Los Angeles, California.³ I understand that the Seller purchased the Property in September 2017 for a purchase price of \$35,350,000. I understand that the Seller intended to demolish the Improvements and develop the Property; however, no such development was ever undertaken and the original Improvements still remain. The Purchaser made an offer under the Purchase Agreement to acquire the Property on an "as is" basis.

4. In consultation with the Debtors' other advisors, I have determined that selling the Property now on an "as is" basis best maximizes the value of the Property. The Property has been marketed for sale and formally listed on the multiple-listing service for over 120 days, and has been widely marketed, including through various publications. The Property has received

³ The Real Property comprises three parcels, which are approximately 3.0 acres, 0.26 acres, and 1.18 acres in size (for a total of approximately 4.4 acres). Prior to the Petition Date, in October 2017, the Seller sold the 0.26 acre parcel and the 1.18 acre parcel ("Parcels A & B") as part of a \$12,000,000 sale of other parcels located at 7927 and 7875 West Granito Drive, Los Angeles, California, subject to the Seller's right to buy back Parcels A & B for \$3,000,000 following the completion of a lot line adjustment on Parcels A & B. After the lot line adjustment was completed, the Seller exercised this buy back option in May 2018 and thereby reacquired Parcels A & B. By the Sale Motion, the Debtors are seeking authority to sell the Real Property in its entirety, comprising the three parcels.

one other offer (in addition to the Purchaser's offer). That offer was for \$21,000,000, and was later raised to \$26,000,000; however, the Seller rejected the offer. The Purchaser's offer to acquire the Property under the Purchase Agreement for \$29,500,000 is the highest and best offer the Debtors have received. Accordingly, the Debtors determined that selling the Property on an "as is" basis to the Purchaser is the best way to maximize the value of the Property.

5. On July 5, 2018, the Purchaser made a \$28,000,000 offer on the Property. On July 15, 2018, the Debtors responded with a counter offer in the amount of \$34,000,000. On August 6, 2018, the Purchaser responded by raising its offer to \$29,000,000, and on August 27, 2018, the Purchaser raised its offer again to \$29,500,000. On September 5, 2018, the Debtors responded with a second counter offer in the amount of \$31,500,000. On September 11, 2018, the Purchaser indicated that its \$29,500,000 offer was its best and final offer. In response, the Debtors made a third counter offer accepting the Purchaser's \$29,500,000 purchase price subject to a shorter inspection period (reduced from 30 days to 14 days), which the purchaser accepted. The Debtors believe that this purchase price provides significant value, and accordingly, the Seller countersigned the Purchase Agreement on September 25, 2018. Under the Purchase Agreement, the Purchaser agreed to purchase the Property for \$29,500,000, with an \$885,000 initial cash deposit, a loan in the amount of \$10,000,000, and the balance to be paid as a single cash down payment due at closing.

6. To the best of my knowledge, (i) the Purchase Agreement was the product of good faith, arm's-length negotiations between the Purchaser and the Seller, (ii) the Purchaser is not related to or an affiliate of the Debtors or any of their insiders or former insiders, and (iii) no non-debtor affiliate or current or former officer, director, employee, managing member or affiliate of any of the Debtors (other than Seller) is a party to, or broker in connection with, the Sale.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: October 3, 2018

/s/ Bradley D. Sharp

Bradley D. Sharp
Chief Restructuring Officer, WGC Independent
Manager, LLC