

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

In re:

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

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Hearing Date: May 27, 2020 at 10:30 a.m. (ET)

Objection Deadline: May 11, 2020 at 4:00 p.m. (ET)

**LIQUIDATION TRUST AND WIND-DOWN ENTITY’S (I) OBJECTION TO PROOF
OF CLAIM NO. 9431 ASSERTED BY D&D CONSTRUCTION SPECIALTIES, INC.
AND (II) REQUEST FOR LIMITED WAIVER OF LOCAL RULE 3007-1(f)(iii),
TO THE EXTENT SUCH RULE MAY APPLY**

The Woodbridge Liquidation Trust (the “Trust”) and Woodbridge Wind-Down Entity LLC (the “Wind-Down Entity” and, together with the Trust, the “Objectors”), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the “Plan”) in the jointly-administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), hereby file this objection (this “Objection”) seeking entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) disallowing and expunging Claim No. 9431 (the “Disputed Claim”) asserted by D&D Construction Specialties, Inc. (“Claimant”), (ii) directing Garden City Group, Inc. (the “Claims Agent”) to reflect the foregoing modification on the official register maintained by the Claims Agent (the “Claims Register”), and (iii) waiving Rule 3007-1(f)(iii) of the Local Rules of Bankruptcy Practice and Procedure of

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim. In support of this Objection, the Objectors rely on the record of these Chapter 11 Cases and the facts and representations set forth herein, and also concurrently files the *Request for Judicial Notice in Support of Liquidation Trust and Wind-Down Entity’s Objection to Claim No. 9431 Asserted by D&D Construction Specialties, Inc.* (the “RJN”) and respectfully states as follows:

I. 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 Local Rule 9013-1(f), the Objectors consent to the entry of a final order by the Court in connection with this Objection 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 and legal predicates for the relief requested herein are Bankruptcy Code section 502(b), Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 1001-1(c), 3007-1, and 3007-2.

II. BACKGROUND

2. On December 4, 2017, certain of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code, and 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 (collectively, the “Petition Dates”). Pursuant to sections

1107(a) and 1108 of the Bankruptcy Code, the Debtors managed their financial affairs as debtors in possession.

3. The Chapter 11 Cases were jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee was appointed in the Chapter 11 Cases. On October 26, 2018, the Court entered an order [D.I. 2903] confirming the Plan. On February 15, 2019, the effective date of the Plan occurred and the Trust and the Wind-Down Entity were established. *See* Docket No. 3421.

4. Claimant is a contractor specializing in drilling and excavations. As set forth in the Disputed Claim, the facts giving rise to the Disputed Claim stem from a contract dated September 18, 2017 (the “Contract”), between Claimant, as a sub-contractor, and KG Mullen, Inc. (“KG Mullen”), as a general contractor.² *See* Disputed Claim, Ex. 1. The Contract concerned Claimant’s performance of construction services at certain real property previously owned by the Debtors located at 1484 Carla Ridge, Beverly Hills, California (the “Property”). *Id.* The Property was transferred to the Wind-Down Entity pursuant to the Plan.³ A copy of the Disputed Claim is attached hereto as **Exhibit B**.

4. A copy of the Contract between Claimant and KG Mullen is attached as Exhibit 1 to the Disputed Claim. *Id.* The Contract provides that KG Mullen, as general contractor, “agrees to pay [Claimant] on a time and material basis according to the Agreed Pricing set forth on Page 1 of [the Contract].” *Id.* A copy of the Claimant’s invoices (the “Invoices”) arising under the Contract are attached as Exhibit 2 to the Disputed Claim. *See* Disputed Claim, Ex. 2. In

² As discussed below, KG Mullen itself was a sub-contractor as well, and the ultimate general contractor for the project was The I. Grace Company Commissioned Private Residences, Inc.

³ Specifically, the property was assigned to WB 1484 Carla Ridge, L.L.C., a wholly-owned subsidiary of the Wind-Down Entity.

accordance with the terms of the Contract, the obligor set forth on the Invoices is KG Mullen.

Id. The Debtors are **not** a party to the Contract and are **not** listed as an obligor on the Invoices.

Id. Indeed, neither the Debtors nor the Wind-Down Entity have ever had **any** contractual relationship with the Claimant. The Invoices (as notated by the Claimant in the attachments to the Disputed Claim) reflect an unpaid amount of \$75,542.50 (the same amount asserted in the Disputed Claim).

5. As the Invoices presented by Claimant to KG Mullen appear to have not been paid, on December 13, 2017, Claimant recorded a mechanics lien (the “Lien”) against the Property. *Id.* A copy of the notice of perfection of lien (the “Notice of Lien”) filed by Claimant in the Bankruptcy Court is attached as Exhibit 3 to the Disputed Claim. *See* Disputed Claim, Ex. 3. The Notice of Lien indicates that the Lien arises from the Contract between the Claimant and KG Mullen. *Id.* The Notice of Lien reflects an unpaid amount of \$75,542.50 (the same amount asserted in the Disputed Claim). On June 19, 2018, Claimant filed the Disputed Claim as a secured claim against Debtor Hornbeam Investments, LLC (“Hornbeam”) in the amount of \$75,542.50 plus interest and other charges. *See* Claim No. 9431. As the Debtors had **no** contractual or other relationship whatsoever with Claimant, the **sole** basis supporting Claimant’s claim against the Debtors was the existence of the Lien on the Property.

6. That basis for the Disputed Claim against the Debtors fell away in November 2018. Specifically, on November 7, 2018, The I. Grace Company Commissioned Private Residences, Inc. (“I-Grace”)⁴ and The Hanover Insurance Company (“Hanover”) recorded a Release of

⁴ I-Grace served as general contractor for the Debtors at the Property. KG Mullen was hired by I-Grace, and Claimant was hired, in turn, by KG Mullen.

Mechanic's Lien Bond (the "Surety Bond"), for which Hanover serves as surety, in order to release the Lien from the Property. The Surety Bond provides:

KNOW ALL MEN BY THESE PRESENTS That we, [I-Grace], as Principal, and [Hanover] as Surety, are held and firmly bound unto D&D Construction Specialties, Inc., as Obligee, in the sum of [\$94,429.00]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That WHEREAS, D&D Construction Specialties, Inc. is the claimant under that certain mechanic's lien number 20171446938 in the amount of [\$75,542.50], recorded on December 13, 2017 . . . with respect to property of the Hornbeam Investments LLC located at 1484 Carla Ridge, Beverly Hills, CA 90210.

WHEREAS, said Principal disputes the correctness or validity of such claim of lien and desires to execute and record a bond . . . to enable the real property above described to be freed from the effect of said claim of lien and any action brought to foreclose said lien. The bond is recorded to release the D&D Construction Specialties, Inc. from said lien.

7. As set forth plainly in the Surety Bond, the Surety Bond expressly releases the Claimant's Lien in the amount of \$75,542.50 from the Property. Accordingly, with the Lien released, and in the absence of any contractual or other relationship between the Debtors and Claimant, there is no basis for any liability from any Debtor to the Claimant. A copy of the Surety Bond is attached hereto as **Exhibit C**.

8. Claimant is well aware of these facts. Indeed, on March 15, 2019, the Claimant filed a complaint in the Superior Court of the State of California, County of Los Angeles, Central District (Case No. 19SMCV00518) (the "State Court Action") against I-Grace, KG Mullen, and WB 1484 Carla Ridge, L.L.C. ("WB 1484"), among others, seeking to recover on the Invoices. *See* RJN, Exhibit A. On April 25, 2019, Claimant filed an amended complaint in the State Court Action. *See* RJN, Exhibit B. The amended complaint drops WB 1484 as a defendant and adds Hanover as a defendant. *Id.* The amended complaint explains that I-Grace posted the Surety Bond, for which Hanover serves as surety, in order to release the Lien from the Property. *Id.* at ¶ 5 ("Hanover[] made a written bond to obligate itself to the Plaintiff D&D, via a Release of

Mechanic's Lien Bond, naming I. Grace Company Commissioned Private Residences, Inc. as the Principal and itself as the Surety for the sum of Ninety-Four Thousand Four Hundred Twenty-Nine Dollars (\$94,429.00) which it agreed to pay to D&D as Obligee in bond number 1073465.”).

III. RELIEF REQUESTED

9. By this Objection, the Objectors seek entry of the Proposed Order (i) disallowing and expunging the Disputed Claim asserted by the Claimant in its entirety, (ii) directing the Claims Agent to reflect the foregoing modification on the Claims Register, and (iii) waiving Local Rule 3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim.

IV. BASIS FOR OBJECTION

10. Section 502(a) of the Bankruptcy Code provides that a “claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest ... objects.” 11 U.S.C. § 502(a). In adjudicating claim objections, courts apply “a burden-shifting framework.” *In re Devonshire PGA Holdings LLC*, 548 B.R. 689, 697 (Bankr. D. Del. 2016).

The Third Circuit Court of Appeals described this framework as follows:

Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is “*prima facie*” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward. The burden of going forward then shifts to the objector to produce evidence sufficient to negate the *prima facie* validity of the filed claim. It is often said that the objector must produce evidence equal in force to the *prima facie* case. In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claim’s legal sufficiency. If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.

In re Allegheny Int’l Inc., 954 F.2d 167, 173–74 (3d Cir. 1992) (citations omitted).

11. Pursuant to Bankruptcy Code section 502(b)(1), a debtor in possession may object to a claim on the grounds that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” 11 U.S.C. § 502(b)(1). “[T]he threshold question for the allowance of a claim is whether a claim exists.” *Vanston Bondholders Protective Comm. v. Green*, 329 U.S. 156, 170 (1946). In this regard, “a bankruptcy court has full power to inquire into the validity of any claim asserted against the estate and to disallow it if it is ascertained to be without lawful existence.” *Pepper v. Litton*, 308 U.S. 295, 305 (1939). The Bankruptcy Code defines a “claim” as “a right to payment.” 11 U.S.C. § 101(5)(A).

12. Here, the Claimant’s only right to payment as against the Debtors—and thus, since the effective date of the Plan, against the Wind-Down Entity—stemmed from a Lien on the Property, which has *since been released*. As discussed above, the Lien has been bonded off and released pursuant to the Surety Bond. Claimant had no other relationship, contractual or otherwise, with the Debtors—let alone one that would give rise to any claim. In addition, the Debtors were never the party obligated on the underlying liability to Claimant; rather, KG Mullen, not any of the Debtors, is the party to the Contract and the obligee on the Invoices. Moreover, the Claimant’s own amended complaint filed in the State Court Action acknowledges that the Debtors are not liable on the amounts set forth in the Disputed Claim, which is why the Claimant dropped WB 1484 as a defendant and added Hanover, as surety on the Surety Bond. As such, the Debtors have no obligations to the Claimant on account of the Invoices, the Contract, or any other basis, and the Claimant has no “right to payment” as against any of the Debtors. The Debtors are therefore not liable to the Claimant for the Disputed Claim.

13. Accordingly, the Wind-Down Entity is not liable in respect of the Disputed Claim and the Claimant cannot meet its ultimate burden of proving by a preponderance of the evidence that it has any claim that is enforceable against the Wind-Down Entity or its property, and the Objection should therefore be sustained and the Disputed Claim should be disallowed under section 502(b)(1).⁵

14. In an abundance of caution, the Objectors request a waiver of Local Rule 3007-1(f)(iii), to the extent such rule applies, in the event that this Objection is not sustained. Such waiver is authorized by Local Rule 1001-1(c), and will ensure that all rights of the Objectors to object in the future to the Disputed Claim on any grounds permitted by bankruptcy or nonbankruptcy law are expressly reserved.

V. RESERVATION OF RIGHTS

15. The Objectors reserve the right to amend, modify, and/or supplement this Objection if necessary. Nothing contained in this Objection or any actions taken by the Objectors pursuant to the relief requested herein is intended or should be construed as (i) an admission as to the validity of any claim, (ii) a waiver of the Objectors' rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type referenced or defined in this Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Objectors' rights under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any

⁵ In addition, there is no basis for secured status for the Disputed Claim since the Lien on the Property been released and discharged by the Release of Mechanic's Lien Bond.

agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

VI. NOTICE

16. The Objectors have provided notice of this Objection to: (i) the Office of the United States Trustee for the District of Delaware, (ii) the Claimant and its counsel, and (iii) any person that, as of the filing of this Objection, has filed a specific request for notices and papers on and after the effective date of the Plan. In light of the nature of the relief requested herein, the Objectors submit that no other or further notice is necessary.

VII. CONCLUSION

WHEREFORE, for the reasons set forth herein, the Objectors respectfully request that the Court enter the Proposed Order granting the relief requested herein and granting such other and further relief as is just and proper.

Dated: April 27, 2020
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)

Andrew W. Caine (CA Bar No. 110345)

Bradford J. Sandler (DE Bar No. 4142)

Colin R. Robinson (DE Bar No. 5524)

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, Delaware 19899 (Courier 19801)

Telephone: 302-652-4100

Fax: 302-652-4400

Email: rpachulski@pszjlaw.com

acaine@pszjlaw.com

bsandler@pszjlaw.com

crobison@pszjlaw.com

-and-

KTBS LAW LLP (*f/k/a Klee, Tuchin, Bogdanoff & Stern LLP*)

Kenneth N. Klee (*pro hac vice*)

Michael L. Tuchin (*pro hac vice*)

David A. Fidler (*pro hac vice*)

Jonathan M. Weiss (*pro hac vice*)

1999 Avenue of the Stars, 39th Floor

Los Angeles, California 90067

*Counsel to Woodbridge Liquidation Trust and
Woodbridge Wind-Down Entity LLC*

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

In re:

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

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Hearing Date: May 27, 2020 at 10:30 a.m. (ET)

Objection Deadline: May 11, 2020 at 4:00 p.m. (ET)

**NOTICE OF LIQUIDATION TRUST AND WIND-DOWN ENTITY'S (I) OBJECTION
TO PROOF OF CLAIM NO. 9431 ASSERTED BY D&D CONSTRUCTION
SPECIALTIES, INC. AND (II) REQUEST FOR LIMITED WAIVER OF LOCAL RULE
3007-1(f)(iii), TO THE EXTENT SUCH RULE MAY APPLY**

TO: (I) THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) THE TRUST AND ITS COUNSEL; (III) ANY PERSON FILING A SPECIFIC REQUEST FOR NOTICES AND PAPERS ON AND AFTER THE EFFECTIVE DATE; AND (IV) CLAIMANT WHOSE DISPUTED CLAIM(S) ARE SUBJECT TO THE OBJECTION²

PLEASE TAKE NOTICE that the Woodbridge Liquidation Trust (the "Trust") and Woodbridge Wind-Down Entity LLC have filed the attached *Liquidation Trust and Wind-Down Entity's (I) Objection to Proof of Claim No. 9431 Asserted By D&D Construction Specialties, Inc. and (II) Request for Limited Waiver of Local Rule 3007-1(f)(iii), to the Extent Such Rule May Apply* (the "Objection").³

PLEASE TAKE FURTHER NOTICE that any responses (each, a "Response") to the relief requested in the Objection must be filed on or before **May 11, 2020, at 4:00 p.m. (ET)** (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time you must serve a copy of your Response upon the undersigned counsel to the Trust so as to be received on or before the Response Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING (THE "HEARING") ON THE OBJECTION WILL BE HELD ON **MAY 27, 2020, AT 10:30 A.M. (ET) BEFORE THE HONORABLE BRENDAN L. SHANNON, UNITED STATES**

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors' mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

² In accordance with Local Rule 3007-2, the Trust has served the parties that, as of the filing of this Notice, have requested notices on and after the Effective Date, with this Notice and the Exhibits to the Objection.

³ Capitalized terms used but not otherwise defined in this Notice shall have the meanings ascribed to such terms in the Objection.

BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 1, WILMINGTON, DE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO TIMELY FILE AND SERVE A RESPONSE IN ACCORDANCE WITH THE ABOVE REQUIREMENTS, YOU WILL BE DEEMED TO HAVE CONCURRED WITH AND CONSENTED TO THE OBJECTION AND THE RELIEF REQUESTED THEREIN, AND THE TRUST WILL PRESENT TO THE COURT, WITHOUT FURTHER NOTICE TO YOU, THE PROPOSED ORDER SUSTAINING THE OBJECTION.

Dated: April 27, 2020
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)

Andrew W. Caine (CA Bar No. 110345)

Bradford J. Sandler (DE Bar No. 4142)

Colin R. Robinson (DE Bar No. 5524)

919 North Market Street, 17th Floor

P.O. Box 8705

Wilmington, DE 19899 (Courier 19801)

Telephone: 302-652-4100

Fax: 302-652-4400

Email: rpachulski@pszjlaw.com

acaine@pszjlaw.com

bsandler@pszjlaw.com

crobenson@pszjlaw.com

-and-

KLEE, TUCHIN, BOGDANOFF & STERN LLP

Kenneth N. Klee (*pro hac vice*)

Michael L. Tuchin (*pro hac vice*)

David A. Fidler (*pro hac vice*)

Jonathan M. Weiss (*pro hac vice*)

1999 Avenue of the Stars, 39th Floor

Los Angeles, CA 90067

Tel: (310) 407-4000

Fax: (310) 407-9090

*Counsel to Woodbridge Liquidation Trust and
Woodbridge Wind-Down Entity LLC*

EXHIBIT A

Proposed Order

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

In re:

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

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Re Docket No:

**ORDER (I) SUSTAINING LIQUIDATION TRUST AND WIND-DOWN ENTITY'S
OBJECTION TO PROOF OF CLAIM NO. 9431 ASSERTED BY
D&D CONSTRUCTION SPECIALTIES, INC. AND
(II) WAIVING, TO THE EXTENT APPLICABLE, LOCAL RULE 3007-1(f)(iii)**

Upon the objection (the “Objection”)² filed by the Woodbridge Liquidation Trust (the “Trust”) and Woodbridge Wind-Down Entity LLC (the “Wind-Down Entity” and, together with the Trust, the “Objectors”), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the “Plan”) in the jointly-administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), seeking entry of an order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 3007-1 and 3007-2, (i) disallowing and expunging Claim No. 9431 (the “Disputed Claim”) asserted by D&D Construction Specialties, Inc. (“Claimant”), (ii) directing the Claims Agent to reflect the

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Objection.

foregoing modifications in the Claims Register, and (iii) waiving Local Rule 3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim; and upon consideration of the record of these Chapter 11 Cases and the RJN; and it appearing that the Court has jurisdiction to consider the Objection in accordance with 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 it appearing that the Objection is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Objection is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Objection has been given under the circumstances and that no other or further notice need be given; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, and DECREED THAT:

1. The Objection is SUSTAINED as set forth herein.
2. The Disputed Claim is disallowed and expunged in its entirety.
3. The Claims Agent is directed to modify the Claims Register to comport with the relief granted by this Order.
4. For the avoidance of doubt and to the extent applicable, Local Rule 3007-1(f)(iii) is hereby deemed waived with respect to the relief requested in the Objection and granted by this Order.
5. Nothing in this Order shall be deemed (i) an admission as to the validity of any claim, (ii) a waiver of the Objectors' rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type

referenced or defined in the Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Objectors' rights under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

6. Notwithstanding any applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, this Order shall be effective immediately upon its entry.

7. The Objectors are authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

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

EXHIBIT B

Disputed Claim

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

Hornbeam Investments, LLC 17-12694 (KJC)



FILED - 09431

DISTRICT OF DELAWARE

WOODBIDGE GROUP OF COMPANIES, LLC

17-12560/JUDGE KEVIN J. CAREY



06-19-18P01:31 FILE

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. Do not use this form to make a request for payment of an administrative expense except for pursuant to Bankruptcy Code section 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the District of Delaware, on December 4, 2017 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	D&D Construction Specialties, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Alan G. Tippie, Esq. / Claire K. Wu, Esq. SulmeyerKupetz, A Professional Corp. Name 333 South Hope Street, Thirty-Fifth Floor Number Street Los Angeles CA 90071 City State ZIP Code Contact phone (213) 626-2311 Contact email atippie@sulmeyerlaw.com ckwu@sulmeyerlaw.com	Where should payments to the creditor be sent? (if different) D&D Construction Specialties, Inc. Attn: Debbie Subler Name 11043 Olinda Street Number Street Sun Valley CA 91352 City State ZIP Code Contact phone (818) 767-8864 Contact email dsubler@ddconstruction.com
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7.	How much is the claim?	\$ 75,542.50 plus interest and other charges ¹ (See attachment)	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Subcontractor agreement	
9.	Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input checked="" type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: Mechanic's lien Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$11,404,574.87 (Land and improvements based on Debtor's schedules) Amount of the claim that is secured: \$ 75,542.50 Amount of the claim that is unsecured: \$ 0 (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ See attachment Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No
☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____
14. Has the claimant asserted any Debtor-related claims against any third party? ☒ No
☐ Yes. Provide the details of where you asserted any Debtor-related claims against a third party.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b)

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

JUN 15 2018

MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Daniel</u>	<u>T.</u>	<u>Moore</u>
	First name	Middle name	Last name
Title	<u>President</u>		
Company	<u>D&D Construction Specialties, Inc.</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>11043 Olinda Street</u>		
	Number	Street	
	<u>Sun Valley</u>	<u>CA</u>	<u>91352</u>
	City	State	ZIP Code
Contact phone	<u>(818) 767-8864</u>		Email <u>dsubler@ddconstruction.com</u>

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL. P.O. BOX 10545, DUBLIN, OHIO 43017-0208. IF BY HAND OR OVERNIGHT COURIER: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL., C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS JUNE 19, 2018 AT 5:00 P.M. (PREVAILING EASTERN TIME)
 THE GOVERNMENT BAR DATE IS EITHER JUNE 4, 2018, AUGUST 8, 2018, SEPTEMBER 5, 2018, SEPTEMBER 19, 2018, OR SEPTEMBER 24, 2018, DEPENDING ON WHICH DEBTOR YOUR CLAIM IS AGAINST, AS SET FORTH ON EXHIBIT I TO THE BAR DATE ORDER, AVAILABLE AT <http://cases.gardencitygroup.com/wgc/>.

EXHIBIT APlease select only one debtor

Name of Debtor:	Case No.	Name of Debtor:	Case No.
<input type="checkbox"/> 215 North 12th Street, LLC	17-12561 (KJC)	<input type="checkbox"/> Grand Midway Investments, LLC	17-12628 (KJC)
<input type="checkbox"/> 695 Buggy Circle, LLC	18-10670 (KJC)	<input type="checkbox"/> Gravenstein Investments, LLC	17-12632 (KJC)
<input type="checkbox"/> Addison Park Investments, LLC	17-12563 (KJC)	<input type="checkbox"/> Green Gables Investments, LLC	17-12637 (KJC)
<input type="checkbox"/> Anchorpoint Investments, LLC	17-12566 (KJC)	<input type="checkbox"/> Grenadier Investments, LLC	17-12643 (KJC)
<input type="checkbox"/> Arborvitae Investments, LLC	17-12572 (KJC)	<input type="checkbox"/> Grumblethorpe Investments, LLC	17-12649 (KJC)
<input type="checkbox"/> Archivolt Investments, LLC	17-12574 (KJC)	<input type="checkbox"/> H10 Deerfield Park Holding Company, LLC	18-10674 (KJC)
<input type="checkbox"/> Arlington Ridge Investments, LLC	17-12576 (KJC)	<input type="checkbox"/> H11 Silk City Holding Company, LLC	17-12833 (KJC)
<input type="checkbox"/> Arrowpoint Investments, LLC	17-12578 (KJC)	<input type="checkbox"/> H12 White Birch Holding Company, LLC	17-12699 (KJC)
<input type="checkbox"/> Baleroy Investments, LLC	17-12580 (KJC)	<input type="checkbox"/> H13 Bay Village Holding Company, LLC	17-12591 (KJC)
<input type="checkbox"/> Basswood Holding, LLC	17-12600 (KJC)	<input type="checkbox"/> H14 Dixville Notch Holding Company, LLC	17-12712 (KJC)
<input type="checkbox"/> Bay Village Investments, LLC	17-12604 (KJC)	<input type="checkbox"/> H15 Bear Brook Holding Company, LLC	17-12607 (KJC)
<input type="checkbox"/> Bear Brook Investments, LLC	17-12610 (KJC)	<input type="checkbox"/> H16 Monadnock Holding Company, LLC	17-12678 (KJC)
<input type="checkbox"/> Beech Creek Investments, LLC	17-12616 (KJC)	<input type="checkbox"/> H17 Pemigewasset Holding Company, LLC	17-12799 (KJC)
<input type="checkbox"/> Bellflower Funding, LLC	18-10507 (KJC)	<input type="checkbox"/> H18 Massabesic Holding Company, LLC	18-10287 (KJC)
<input type="checkbox"/> Bishop White Investments, LLC	17-12623 (KJC)	<input type="checkbox"/> H19 Emerald Lake Holding Company, LLC	17-12652 (KJC)
<input type="checkbox"/> Black Bass Investments, LLC	17-12641 (KJC)	<input type="checkbox"/> H2 Arlington Ridge Holding Company, LLC	17-12575 (KJC)
<input type="checkbox"/> Black Locust Investments, LLC	17-12648 (KJC)	<input type="checkbox"/> H20 Bluff Point Holding Company, LLC	17-12715 (KJC)
<input type="checkbox"/> Blazingstar Funding, LLC	18-10671 (KJC)	<input type="checkbox"/> H21 Summerfree Holding Company, LLC	17-12631 (KJC)
<input type="checkbox"/> Bluff Point Investments, LLC	17-12722 (KJC)	<input type="checkbox"/> H22 Papirovka Holding Company, LLC	17-12770 (KJC)
<input type="checkbox"/> Bowman Investments, LLC	17-12753 (KJC)	<input type="checkbox"/> H23 Pinova Holding Company, LLC	17-12810 (KJC)
<input type="checkbox"/> Bramley Investments, LLC	17-12769 (KJC)	<input type="checkbox"/> H24 Stayman Holding Company, LLC	17-12590 (KJC)
<input type="checkbox"/> Brise Soleil Investments, LLC	17-12762 (KJC)	<input type="checkbox"/> H25 Elstar Holding Company, LLC	17-12779 (KJC)
<input type="checkbox"/> Broadlands Investments, LLC	17-12777 (KJC)	<input type="checkbox"/> H26 Gravenstein Holding Company, LLC	17-12630 (KJC)
<input type="checkbox"/> Brynderwen Investments, LLC	17-12793 (KJC)	<input type="checkbox"/> H27 Grenadier Holding Company, LLC	17-12642 (KJC)
<input type="checkbox"/> Buggy Circle Holdings, LLC	18-10672 (KJC)	<input type="checkbox"/> H28 Black Locust Holding Company, LLC	17-12647 (KJC)
<input type="checkbox"/> Cablestay Investments, LLC	17-12798 (KJC)	<input type="checkbox"/> H29 Zestar Holding Company, LLC	17-12789 (KJC)
<input type="checkbox"/> Cannington Investments, LLC	17-12803 (KJC)	<input type="checkbox"/> H30 Silver Maple Holding Company, LLC	17-12835 (KJC)
<input type="checkbox"/> Carbondale Doocy, LLC	17-12805 (KJC)	<input type="checkbox"/> H31 Addison Park Holding Company, LLC	17-12562 (KJC)
<input type="checkbox"/> Carbondale Glen Lot A-5, LLC	17-12807 (KJC)	<input type="checkbox"/> H32 Arborvitae Holding Company, LLC	17-12567 (KJC)
<input type="checkbox"/> Carbondale Glen Lot D-22, LLC	17-12809 (KJC)	<input type="checkbox"/> H33 Hawthorn Holding Company, LLC	18-10286 (KJC)
<input type="checkbox"/> Carbondale Glen Lot E-24, LLC	17-12811 (KJC)	<input type="checkbox"/> H35 Hornbeam Holding Company, LLC	17-12691 (KJC)
<input type="checkbox"/> Carbondale Glen Lot GV-13, LLC	17-12813 (KJC)	<input type="checkbox"/> H36 Sturmer Pippin Holding Company, LLC	17-12655 (KJC)
<input type="checkbox"/> Carbondale Glen Lot L-2, LLC	18-10284 (KJC)	<input type="checkbox"/> H37 Idared Holding Company, LLC	17-12697 (KJC)
<input type="checkbox"/> Carbondale Glen Lot SD-14, LLC	17-12817 (KJC)	<input type="checkbox"/> H38 Mutsu Holding Company, LLC	17-12711 (KJC)
<input type="checkbox"/> Carbondale Glen Lot SD-23, LLC	17-12815 (KJC)	<input type="checkbox"/> H39 Haralson Holding Company, LLC	17-12661 (KJC)
<input type="checkbox"/> Carbondale Glen Mesa Lot 19, LLC	17-12819 (KJC)	<input type="checkbox"/> H4 Pawtuckaway Holding Company, LLC	17-12778 (KJC)
<input type="checkbox"/> Carbondale Glen River Mesa, LLC	17-12820 (KJC)	<input type="checkbox"/> H40 Bramley Holding Company, LLC	17-12766 (KJC)
<input type="checkbox"/> Carbondale Glen Sundance Ponds, LLC	17-12822 (KJC)	<input type="checkbox"/> H41 Grumblethorpe Holding Company, LLC	17-12646 (KJC)
<input type="checkbox"/> Carbondale Glen Sweetgrass Vista, LLC	17-12564 (KJC)	<input type="checkbox"/> H43 Lenni Heights Holding Company, LLC	17-12717 (KJC)
<input type="checkbox"/> Carbondale Peaks Lot L-1, LLC	18-10286 (KJC)	<input type="checkbox"/> H44 Green Gables Holding Company, LLC	17-12634 (KJC)
<input type="checkbox"/> Carbondale Spruce 101, LLC	17-12568 (KJC)	<input type="checkbox"/> H46 Beech Creek Holding Company, LLC	17-12612 (KJC)
<input type="checkbox"/> Carbondale Sundance Lot 15, LLC	17-12569 (KJC)	<input type="checkbox"/> H47 Summit Cut Holding Company, LLC	17-12638 (KJC)
<input type="checkbox"/> Carbondale Sundance Lot 16, LLC	17-12570 (KJC)	<input type="checkbox"/> H49 Bowman Holding Company, LLC	17-12725 (KJC)
<input type="checkbox"/> Castle Pines Investments, LLC	17-12581 (KJC)	<input type="checkbox"/> H5 Chestnut Ridge Holding Company, LLC	17-12608 (KJC)
<input type="checkbox"/> Centershot Investments, LLC	17-12586 (KJC)	<input type="checkbox"/> H50 Sachs Bridge Holding Company, LLC	18-10289 (KJC)
<input type="checkbox"/> Chaplin Investments, LLC	17-12592 (KJC)	<input type="checkbox"/> H51 Old Carbon Holding Company, LLC	17-12738 (KJC)
<input type="checkbox"/> Chestnut Investments, LLC	17-12603 (KJC)	<input type="checkbox"/> H52 Willow Grove Holding Company, LLC	17-12729 (KJC)
<input type="checkbox"/> Chestnut Ridge Investments, LLC	17-12614 (KJC)	<input type="checkbox"/> H53 Black Bass Holding Company, LLC	17-12639 (KJC)
<input type="checkbox"/> Clover Basin Investments, LLC	17-12621 (KJC)	<input type="checkbox"/> H54 Seven Stars Holding Company, LLC	17-12831 (KJC)
<input type="checkbox"/> Coffee Creek Investments, LLC	17-12627 (KJC)	<input type="checkbox"/> H55 Old Maitland Holding Company, LLC	17-12747 (KJC)
<input type="checkbox"/> Craven Investments, LLC	17-12636 (KJC)	<input type="checkbox"/> H56 Craven Holding Company, LLC	17-12633 (KJC)
<input type="checkbox"/> Crossbeam Investments, LLC	17-12650 (KJC)	<input type="checkbox"/> H58 Baleroy Holding Company, LLC	17-12579 (KJC)
<input type="checkbox"/> Crowfield Investments, LLC	17-12660 (KJC)	<input type="checkbox"/> H59 Rising Sun Holding Company, LLC	17-12827 (KJC)
<input type="checkbox"/> Crystal Valley Holdings, LLC	17-12666 (KJC)	<input type="checkbox"/> H6 Lilac Meadow Holding Company, LLC	17-12724 (KJC)
<input type="checkbox"/> Crystal Woods Investments, LLC	17-12676 (KJC)	<input type="checkbox"/> H60 Moravian Holding Company, LLC	17-12686 (KJC)
<input type="checkbox"/> Cuco Settlement, LLC	17-12679 (KJC)	<input type="checkbox"/> H61 Grand Midway Holding Company, LLC	17-12626 (KJC)
<input type="checkbox"/> Daleville Investments, LLC	17-12687 (KJC)	<input type="checkbox"/> H64 Pennhurst Holding Company, LLC	18-10290 (KJC)
<input type="checkbox"/> Deerfield Park Investments, LLC	18-10673 (KJC)	<input type="checkbox"/> H65 Thornbury Farm Holding Company, LLC	17-12644 (KJC)
<input type="checkbox"/> Derbyshire Investments, LLC	17-12696 (KJC)	<input type="checkbox"/> H66 Heilbron Manor Holding Company, LLC	17-12677 (KJC)
<input type="checkbox"/> Diamond Cove Investments, LLC	17-12705 (KJC)	<input type="checkbox"/> H68 Graeme Park Holding Company, LLC	17-12620 (KJC)
<input type="checkbox"/> Dixville Notch Investments, LLC	17-12716 (KJC)	<input type="checkbox"/> H7 Dogwood Valley Holding Company, LLC	17-12721 (KJC)
<input type="checkbox"/> Dogwood Valley Investments, LLC	17-12727 (KJC)	<input type="checkbox"/> H70 Bishop White Holding Company, LLC	17-12619 (KJC)
<input type="checkbox"/> Dollis Brook Investments, LLC	17-12735 (KJC)	<input type="checkbox"/> H74 Imperial Aly Holding Company, LLC	17-12704 (KJC)
<input type="checkbox"/> Donnington Investments, LLC	17-12744 (KJC)	<input type="checkbox"/> H76 Diamond Cove Holding Company, LLC	17-12700 (KJC)
<input type="checkbox"/> Doubleleaf Investments, LLC	17-12755 (KJC)	<input type="checkbox"/> H8 Melody Lane Holding Company, LLC	17-12756 (KJC)
<input type="checkbox"/> Drawspan Investments, LLC	17-12767 (KJC)	<input type="checkbox"/> H9 Strawberry Fields Holding Company, LLC	17-12609 (KJC)
<input type="checkbox"/> Eldredge Investments, LLC	17-12775 (KJC)	<input type="checkbox"/> Hackmatack Investments, LLC	17-12653 (KJC)
<input type="checkbox"/> Elstar Investments, LLC	17-12782 (KJC)	<input type="checkbox"/> Haffenburg Investments, LLC	17-12659 (KJC)
<input type="checkbox"/> Emerald Lake Investments, LLC	17-12788 (KJC)	<input type="checkbox"/> Haralson Investments, LLC	17-12663 (KJC)
<input type="checkbox"/> Fieldpoint Investments, LLC	17-12794 (KJC)	<input type="checkbox"/> Harringworth Investments, LLC	17-12669 (KJC)
<input type="checkbox"/> Franconia Notch Investments, LLC	17-12797 (KJC)	<input type="checkbox"/> Hawthorn Investments, LLC	18-10291 (KJC)
<input type="checkbox"/> Frog Rock Investments, LLC	18-10733 (KJC)	<input type="checkbox"/> Hazelpoint Investments, LLC	17-12674 (KJC)
<input type="checkbox"/> Gateshead Investments, LLC	17-12597 (KJC)	<input type="checkbox"/> Heilbron Manor Investments, LLC	17-12681 (KJC)
<input type="checkbox"/> Glenn Rich Investments, LLC	17-12602 (KJC)	<input type="checkbox"/> Hollyline Holdings, LLC	17-12684 (KJC)
<input type="checkbox"/> Goose Rocks Investments, LLC	17-12611 (KJC)	<input type="checkbox"/> Hollyline Owners, LLC	17-12688 (KJC)
<input type="checkbox"/> Goosebrook Investments, LLC	17-12617 (KJC)	<input checked="" type="checkbox"/> Hornbeam Investments, LLC	17-12694 (KJC)
<input type="checkbox"/> Graeme Park Investments, LLC	17-12622 (KJC)	<input type="checkbox"/> Idared Investments, LLC	17-12701 (KJC)

EXHIBIT APlease select only one debtor

Name of Debtor:	Case No.	Name of Debtor:	Case No.
<input type="checkbox"/> Imperial Aly Investments, LLC	17-12708 (KJC)	<input type="checkbox"/> M96 Lilac Valley Holding Company, LLC	18-10295 (KJC)
<input type="checkbox"/> Ironsides Investments, LLC	17-12714 (KJC)	<input type="checkbox"/> M97 Red Wood Holding Company, LLC	17-12823 (KJC)
<input type="checkbox"/> Kirkstead Investments, LLC	18-10675 (KJC)	<input type="checkbox"/> M99 Ironsides Holding Company, LLC	17-12710 (KJC)
<input type="checkbox"/> Lenni Heights Investments, LLC	17-12720 (KJC)	<input type="checkbox"/> Mason Run Investments, LLC	17-12751 (KJC)
<input type="checkbox"/> Lilac Meadow Investments, LLC	17-12728 (KJC)	<input type="checkbox"/> Massabasic Investments, LLC	18-10293 (KJC)
<input type="checkbox"/> Lilac Valley Investments, LLC	18-10292 (KJC)	<input type="checkbox"/> Melody Lane Investments, LLC	17-12757 (KJC)
<input type="checkbox"/> Lincolnshire Investments, LLC	17-12733 (KJC)	<input type="checkbox"/> Merrimack Valley Investments, LLC	17-12665 (KJC)
<input type="checkbox"/> Lonetree Investments, LLC	17-12740 (KJC)	<input type="checkbox"/> Mineola Investments, LLC	17-12673 (KJC)
<input type="checkbox"/> Longbourn Investments, LLC	17-12746 (KJC)	<input type="checkbox"/> Monadnock Investments, LLC	17-12682 (KJC)
<input type="checkbox"/> M10 Gateshead Holding Company, LLC	17-12593 (KJC)	<input type="checkbox"/> Moravian Investments, LLC	17-12690 (KJC)
<input type="checkbox"/> M11 Anchorpoint Holding Company, LLC	17-12565 (KJC)	<input type="checkbox"/> Mount Washington Investments, LLC	18-10736 (KJC)
<input type="checkbox"/> M13 Cablestay Holding Company, LLC	17-12795 (KJC)	<input type="checkbox"/> Mountain Spring Investments, LLC	17-12698 (KJC)
<input type="checkbox"/> M14 Crossbeam Holding Company, LLC	17-12645 (KJC)	<input type="checkbox"/> Mt. Holly Investments, LLC	17-12707 (KJC)
<input type="checkbox"/> M15 Doubleleaf Holding Company, LLC	17-12749 (KJC)	<input type="checkbox"/> Mutsu Investments, LLC	17-12719 (KJC)
<input type="checkbox"/> M16 Kirkstead Holding Company, LLC	18-10676 (KJC)	<input type="checkbox"/> Newville Investments, LLC	17-12734 (KJC)
<input type="checkbox"/> M17 Lincolnshire Holding Company, LLC	17-12730 (KJC)	<input type="checkbox"/> Old Carbon Investments, LLC	17-12743 (KJC)
<input type="checkbox"/> M19 Arrowpoint Holding Company, LLC	17-12577 (KJC)	<input type="checkbox"/> Old Maitland Investments, LLC	17-12752 (KJC)
<input type="checkbox"/> M22 Drawspan Holding Company, LLC	17-12764 (KJC)	<input type="checkbox"/> Owl Ridge Investments, LLC	17-12763 (KJC)
<input type="checkbox"/> M24 Fieldpoint Holding Company, LLC	17-12791 (KJC)	<input type="checkbox"/> Papirovka Investments, LLC	17-12774 (KJC)
<input type="checkbox"/> M25 Centershot Holding Company, LLC	17-12583 (KJC)	<input type="checkbox"/> Pawtuckaway Investments, LLC	17-12783 (KJC)
<input type="checkbox"/> M26 Archivolt Holding Company, LLC	17-12573 (KJC)	<input type="checkbox"/> Pemberley Investments, LLC	17-12790 (KJC)
<input type="checkbox"/> M27 Brise Soleil Holding Company, LLC	17-12760 (KJC)	<input type="checkbox"/> Pemigewasset Investments, LLC	17-12800 (KJC)
<input type="checkbox"/> M28 Broadlands Holding Company, LLC	17-12773 (KJC)	<input type="checkbox"/> Pennhurst Investments, LLC	18-10296 (KJC)
<input type="checkbox"/> M29 Brynderwen Holding Company, LLC	17-12781 (KJC)	<input type="checkbox"/> Pepperwood Investments, LLC	17-12804 (KJC)
<input type="checkbox"/> M31 Cannington Holding Company, LLC	17-12801 (KJC)	<input type="checkbox"/> Pinney Investments, LLC	17-12808 (KJC)
<input type="checkbox"/> M32 Dollis Brook Holding Company, LLC	17-12731 (KJC)	<input type="checkbox"/> Pinova Investments, LLC	17-12812 (KJC)
<input type="checkbox"/> M33 Harringworth Holding Company, LLC	17-12667 (KJC)	<input type="checkbox"/> Quarterpost Investments, LLC	17-12816 (KJC)
<input type="checkbox"/> M34 Quarterpost Holding Company, LLC	17-12814 (KJC)	<input type="checkbox"/> Red Woods Investments, LLC	17-12824 (KJC)
<input type="checkbox"/> M36 Springline Holding Company, LLC	17-12584 (KJC)	<input type="checkbox"/> Ridgecrest Investments, LLC	17-12821 (KJC)
<input type="checkbox"/> M37 Topchord Holding Company, LLC	17-12662 (KJC)	<input type="checkbox"/> Riley Creek Investments, LLC	17-12826 (KJC)
<input type="checkbox"/> M38 Pemberley Holding Company, LLC	17-12787 (KJC)	<input type="checkbox"/> Rising Sun Investments, LLC	17-12828 (KJC)
<input type="checkbox"/> M39 Derbyshire Holding Company, LLC	17-12692 (KJC)	<input type="checkbox"/> Sachs Bridge Investments, LLC	18-10297 (KJC)
<input type="checkbox"/> M40 Longbourn Holding Company, LLC	17-12742 (KJC)	<input type="checkbox"/> Sagebrook Investments, LLC	17-12830 (KJC)
<input type="checkbox"/> M41 Silverthorne Holding Company, LLC	17-12838 (KJC)	<input type="checkbox"/> Seven Stars Investments, LLC	17-12832 (KJC)
<input type="checkbox"/> M43 White Dome Holding Company, LLC	17-12706 (KJC)	<input type="checkbox"/> Silk City Investments, LLC	17-12834 (KJC)
<input type="checkbox"/> M44 Wildernest Holding Company, LLC	17-12718 (KJC)	<input type="checkbox"/> Silver Maple Investments, LLC	17-12836 (KJC)
<input type="checkbox"/> M45 Clover Basin Holding Company, LLC	17-12618 (KJC)	<input type="checkbox"/> Silverleaf Funding, LLC	17-12837 (KJC)
<input type="checkbox"/> M46 Owl Ridge Holding Company, LLC	17-12759 (KJC)	<input type="checkbox"/> Silverthorne Investments, LLC	17-12582 (KJC)
<input type="checkbox"/> M48 Vallecito Holding Company, LLC	17-12670 (KJC)	<input type="checkbox"/> Springline Investments, LLC	17-12585 (KJC)
<input type="checkbox"/> M49 Squaretop Holding Company, LLC	17-12588 (KJC)	<input type="checkbox"/> Springvale Investments, LLC	18-10298 (KJC)
<input type="checkbox"/> M5 Stepstone Holding Company, LLC	17-12601 (KJC)	<input type="checkbox"/> Squaretop Investments, LLC	17-12589 (KJC)
<input type="checkbox"/> M50 Wetterhorn Holding Company, LLC	17-12689 (KJC)	<input type="checkbox"/> Stayman Investments, LLC	17-12594 (KJC)
<input type="checkbox"/> M51 Coffee Creek Holding Company, LLC	17-12624 (KJC)	<input type="checkbox"/> Steele Hill Investments, LLC	17-12598 (KJC)
<input type="checkbox"/> M53 Castle Pines Holding Company, LLC	17-12571 (KJC)	<input type="checkbox"/> Stepstone Investments, LLC	17-12606 (KJC)
<input type="checkbox"/> M54 Lonetree Holding Company, LLC	17-12737 (KJC)	<input type="checkbox"/> Strawberry Fields Investments, LLC	17-12613 (KJC)
<input type="checkbox"/> M56 Haffenburg Holding Company, LLC	17-12656 (KJC)	<input type="checkbox"/> Sturmer Pippin Investments, LLC	17-12629 (KJC)
<input type="checkbox"/> M57 Ridgecrest Holding Company, LLC	17-12818 (KJC)	<input type="checkbox"/> Summerfree Investments, LLC	17-12635 (KJC)
<input type="checkbox"/> M58 Springvale Holding Company, LLC	18-10294 (KJC)	<input type="checkbox"/> Summit Cut Investments, LLC	17-12640 (KJC)
<input type="checkbox"/> M60 Thunder Basin Holding Company, LLC	17-12654 (KJC)	<input type="checkbox"/> Thornbury Farm Investments, LLC	17-12651 (KJC)
<input type="checkbox"/> M61 Mineola Holding Company, LLC	17-12668 (KJC)	<input type="checkbox"/> Thunder Basin Investments, LLC	17-12657 (KJC)
<input type="checkbox"/> M62 Sagebrook Holding Company, LLC	17-12829 (KJC)	<input type="checkbox"/> Topchord Investments, LLC	17-12664 (KJC)
<input type="checkbox"/> M63 Crowfield Holding Company, LLC	17-12655 (KJC)	<input type="checkbox"/> Vallecito Investments, LLC	17-12675 (KJC)
<input type="checkbox"/> M67 Mountain Spring Holding Company, LLC	17-12695 (KJC)	<input type="checkbox"/> Varga Investments, LLC	17-12685 (KJC)
<input type="checkbox"/> M68 Goosebrook Holding Company, LLC	17-12615 (KJC)	<input type="checkbox"/> Wall 123, LLC	18-10508 (KJC)
<input type="checkbox"/> M70 Pinney Holding Company, LLC	17-12806 (KJC)	<input type="checkbox"/> Wetterhorn Investments, LLC	17-12693 (KJC)
<input type="checkbox"/> M71 Eldredge Holding Company, LLC	17-12771 (KJC)	<input type="checkbox"/> White Birch Investments, LLC	17-12702 (KJC)
<input type="checkbox"/> M72 Daleville Holding Company, LLC	17-12683 (KJC)	<input type="checkbox"/> White Dome Investments, LLC	17-12709 (KJC)
<input type="checkbox"/> M73 Mason Run Holding Company, LLC	17-12748 (KJC)	<input type="checkbox"/> Whiteacre Funding, LLC	17-12713 (KJC)
<input type="checkbox"/> M74 Varga Holding Company, LLC	17-12680 (KJC)	<input type="checkbox"/> Wildest Investments, LLC	17-12723 (KJC)
<input type="checkbox"/> M75 Riley Creek Holding Company, LLC	17-12825 (KJC)	<input type="checkbox"/> Willow Grove Investments, LLC	17-12732 (KJC)
<input type="checkbox"/> M76 Chaplin Holding Company, LLC	17-12587 (KJC)	<input type="checkbox"/> Winding Road Investments, LLC	17-12739 (KJC)
<input type="checkbox"/> M77 Frog Rock Holding Company, LLC	18-10734 (KJC)	<input type="checkbox"/> WMF Management, LLC	17-12745 (KJC)
<input type="checkbox"/> M79 Chestnut Holding Company, LLC	17-12595 (KJC)	<input type="checkbox"/> Woodbridge Capital Investments, LLC	17-12750 (KJC)
<input type="checkbox"/> M80 Hazelpoint Holding Company, LLC	17-12672 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 1, LLC	17-12754 (KJC)
<input type="checkbox"/> M83 Mt. Holly Holding Company, LLC	17-12703 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 2, LLC	17-12758 (KJC)
<input type="checkbox"/> M85 Glenn Rich Holding Company, LLC	17-12599 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 2, LLC	17-12758 (KJC)
<input type="checkbox"/> M86 Steele Hill Holding Company, LLC	17-12596 (KJC)	<input type="checkbox"/> Woodbridge Group of Companies, LLC	17-12560 (KJC)
<input type="checkbox"/> M87 Hackmatack Hills Holding Company, LLC	17-12652 (KJC)	<input type="checkbox"/> Woodbridge Investments, LLC	17-12761 (KJC)
<input type="checkbox"/> M88 Franconia Notch Holding Company, LLC	17-12796 (KJC)	<input type="checkbox"/> Woodbridge Mezzanine Fund 1, LLC	17-12765 (KJC)
<input type="checkbox"/> M89 Mount Washington Holding Company, LLC	18-10735 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 1, LLC	17-12768 (KJC)
<input type="checkbox"/> M9 Donnington Holding Company, LLC	17-12741 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 2, LLC	17-12772 (KJC)
<input type="checkbox"/> M90 Merrimack Valley Holding Company, LLC	17-12658 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 3, LLC	17-12776 (KJC)
<input type="checkbox"/> M91 Newville Holding Company, LLC	17-12726 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 3A, LLC	17-12780 (KJC)
<input type="checkbox"/> M92 Crystal Woods Holding Company, LLC	17-12671 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 4, LLC	17-12784 (KJC)
<input type="checkbox"/> M93 Goose Rocks Holding Company, LLC	17-12605 (KJC)	<input type="checkbox"/> Woodbridge Structured Funding, LLC	17-12786 (KJC)
<input type="checkbox"/> M94 Winding Road Holding Company, LLC	17-12736 (KJC)	<input type="checkbox"/> Zestar Investments, LLC	17-12792 (KJC)
<input type="checkbox"/> M95 Pepperwood Holding Company, LLC	17-12802 (KJC)		

SulmeyerKupetz

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW SINCE 1952

June 18, 2018

E-MAIL: ckwu@sulmeyerlaw.com
DIRECT DIAL 213.617.5284
DIRECT FAX 213.629.4520

VIA PRIORITY OVERNIGHT FEDERAL EXPRESS

TO: Woodbridge Group of Companies, LLC
c/o GCG
5151 Blazer Parkway
Suite A
Dublin, Ohio 43017

FROM: Claire K. Wu

RE: Hornbeam Investments, LLC 17-12694 (KJC) / D&D Construction Specialties, Inc.

ENCLOSED PLEASE FIND: Proof of Claim.

- ☒ Please file and return a conformed copy to me in the enclosed self-addressed and stamped envelope.
- ☐ In accordance with your request.
- ☐ For your review.
- ☐ For your comments.
- ☒ For your information.
- ☐ For your file.
- ☐ Please call me in this regard.
- ☐ Please execute and return to me.
- ☐ Please acknowledge receipt.
- ☐ Please advise me how you wish to proceed.

Attachment to Proof of Claim

U.S. Bankruptcy Court for the District of Delaware

Case No. 17-12694-KJC, *Hornbeam Investments, LLC*

This Proof of Claim is based on that certain contract (the "Contract") between D&D Construction Specialties, Inc. ("D&D"), and KG Mullen, Inc., dated September 18, 2017, as approved by I Grace Company. A true and correct copy of the Contract is attached hereto as Exhibit 1.

The total claim amount asserted by D&D in its Proof of Claim is \$75,542.50 plus interest and other charges.¹ A copy of the invoices supporting D&D's claimed amount is attached hereto as Exhibit 2.

D&D's claim is secured by a lien on the real property commonly known as 1484 Carla Ridge, Beverly Hills, California 90210. A true and correct copy of the recorded Mechanic's Lien is attached to the "Notice of Perfection of Claim of Mechanic's Lien," a copy of which is attached hereto as Exhibit 3.

¹To date, D&D has not received any payments on account of pre-petition amounts owed.



EXHIBIT 1

D & D Construction Specialties, Inc.
"Specializing in Hillside Drilling & Tough Hand Excavations"
 11043 Olinda Street, Sun Valley CA 91352
 Phone: (818) 767-8864 FAX: (818) 767-8874
 License Number 681416

PROPOSAL & CONTRACT☒ ORIGINAL ☐ REVISED

DATE: September 18, 2017

VALID FOR 10 DAYS FROM ABOVE DATE ONLY

General Contractor:

Name: **K G MULLEN, INC.** Lic. #650730
 Address: PO BOX 1228
 Venice, CA 90294
 Telephone(s): (310) 877-8606 - Kevin Mullen
 E-mail: kevin@kginullen.com
 Job Site: 1484 Carla Ridge, Beverly Hills, CA 90210

Description of the Work:

1. Drill various size holes to various depths as directed by General Contractor. Dirt spoils shall be left adjacent to holes for removal by others. It is the general contractor's responsibility to cover and secure each hole after the hole has been drilled. 14' wide access road to all pile locations is required and will be provided by others.

Agreed Pricing: All of the above work is to be completed in a substantial and workmanlike manner according to standard practices on a time and material basis according to the following rates:

Drill rig with operator and ground man	\$265.00 per hour
Mobilization of equipment	\$1,200.00 round trip

General Contractor will be responsible for any Heavy Haul permits and costs required by the City of Beverly Hills for the drop off and pick up of equipment due to the project being in the Trowsdale area.

Overtime will be charged when daily time exceeds nine hours per day (travel included) or Saturday work. Services subject to an eight (8) hour minimum charge. A 48-hour cancellation notice is required or an eight (8) hour minimum charge will apply.

D & D Construction agrees to perform the work described herein for the agreed pricing, subject to the condition that the pricing will change based upon instructions from General Contractor, General Contractor's geologist, or other job site representative that change, alter, or enlarge the scope of the work, or if D & D Construction encounters the existence of groundwater, underground obstacles, contamination, or hard rock.

General Contractor, General Contractor's geologist, or other job site representative shall be present on the job site at all times to observe the drilling/excavation and hard rock and to sign daily jobsite reports as is more fully described herein.

Submitted by _____ for D & D Construction Specialties, Inc.

Acceptance by General Contractor:

D & D Construction is hereby authorized to furnish all materials, equipment, and labor to complete the work described in this Proposal & Contract, for which I/we agree to pay the amount specified above according to the terms of this Proposal & Contract. I/we understand that this Proposal & Contract consists of 4 pages which sets forth, among other things, the payment schedule, hourly rates, General Contractor's Obligations, Exclusions, and Standard Terms and Conditions. I/we have read, understood, and agree with all of the terms of this Proposal & Contract and any attached notices required by law.

Accepted by General Contractor

Date

9/19/17

Please print name & title

Kevin Mullen, President

Proposal & Contract, Page 2 of 4

Agreed Pricing/Payment Schedule: In consideration for the materials, equipment, labor, and services to be provided by D & D Construction, General Contractor agrees to pay D & D Construction on a time and material basis according to the Agreed Pricing set forth on Page 1 of this Proposal & Contract. Subject to the limitations and conditions elsewhere specified herein, D & D Construction can perform the work described in the Proposal & Contract for the agreed pricing. The total amount to be paid to D & D Construction under this Proposal & Contract shall depend upon the actual amount of work D & D Construction is requested to perform by General Contractor, General Contractor's geologist, or other job site representative.

General Contractor, General Contractor's geologist, or other job site representative shall be present on the job site at all times to observe the drilling/excavation and hard rock coring performed by D & D Construction; provided, however, that the absence of any General Contractor representative on the job site shall not preclude D & D Construction from performing the work specified under this Proposal & Contract, or work requested by General Contractor, General Contractor's geologist, or other job site representative. General Contractor agrees not to dispute any work performed by D & D Construction in the absence of any General Contractor representative on the job site.

At the end of each work day, D & D Construction shall prepare a daily report which is a written summary of the work performed that day including obstruction or delay time. General Contractor, General Contractor's geologist, or other job site representative shall review and sign the daily report. In the event that General Contractor, General Contractor's geologist, or other job site representative is absent from the job site or otherwise unavailable to sign the daily report, General Contractor hereby agrees not to dispute the content of any unsigned report.

\$1,000.00 upon signing contract, further payments will be made immediately upon receipt of invoice. All "extras," if any, are due and payable immediately upon completion of extra work performed and labor and materials provided. Overdue payments will bear interest at the rate of 1.5% per month or the maximum legally permissible rate, whichever is greater. If any payment is not made when due, D & D Construction may cease working on the job and may keep the job idle until such time as all payments due have been made. In the event of any such cessation of work, D & D Construction may charge the Customer a re-mobilization charge which is due and payable prior to re-mobilization.

General Contractor's Obligations: As a material condition for entering into this Proposal & Contract, General Contractor hereby agrees undertake and perform the following obligations:

- General Contractor to obtain the building permit and all other necessary permits for the work to be performed by D & D Construction as specified in the Description of Work herein.
- General Contractor agrees to furnish power, water, and sanitation facility at the site for used by D & D Construction, its employees, agents, and representatives.
- General Contractor agrees to pay the hourly rate for any delay and/or standby time or work stoppage not the fault of D & D Construction.
- General Contractor agrees to prepare an access road suitable for D & D Construction's equipment prior to arrival of equipment.
- General Contractor, or General Contractor's representative, must be present at all times to observe drilling and coring, if any, and sign daily drill tickets at the end of each day. General Contractor hereby authorizes its geologist to act as its representative for purposes of signing such drill tickets and otherwise instructing D & D Construction as to the amount and extent of such drilling and coring. General Contractor agrees that unsigned drill tickets may not be disputed.
- General Contractor agrees to have project geologist present on the job site when requested and/or required.
- General Contractor to provide survey and layout including marking of all corners, center of pile locations, property lines, off-sets, top of pile elevations and bench marks prior to D & D Construction's commencement of work.
- General Contractor agrees to protect work area and cover borings or open excavations. General Contractor to assume all liability resulting from non-filled borings or jobsite protection.
- Customer understands that heavy equipment, commercial trucks, or cranes may be utilized in the course of work. Such equipment and trucks may be set up on driveway or property or accessing driveway or property to work area. Though reasonable care will be exercised, damage may occur. Customer understands that repair or replacement (driveway, hardscape, landscape, underground irrigation, utilities, street, curbs, gutters, etc.) is expressly excluded in

Proposal & Contract, Page 3 of 4

Exclusions: This Proposal & Contract specifically **EXCLUDES** the following:

- Additional insured status;
- Prevailing wage rates;
- Building, street use permit, city licenses (Beverly Hills Heavy Haul permit, if applicable);
- Grading, demolition, tree/stump/vegetation removal or site preparation of any kind;
- The surveying, layout, and/or marking of the center of pile locations;
- Setting benchmarks or elevations for top of piles;
- Locating, removing, relocating, or protecting any existing utilities or irrigation systems, either above or below ground, which may interfere with the scope of work being performed and General Contractor assumes all liability for damage to said utilities or irrigation systems;
- Furnishing or placing steel and concrete;
- Covers for borings/protection of work area;
- 14' wide access road to all pile locations;
- Repair and/or replacement of damage to street, curbs, gutters, driveway or any hardscape;
- Interior or exterior cosmetic repair work including, without limitation, the repairing and/or replacing of any landscaping, irrigation systems, grounds, driveway, curbs, street or structures due to damage caused by ingress or egress to the job site and/or in the actual course of work, General Contractor assumes all liability for such repair;
- Fees for any engineering or geotechnical services, required soils or deputy inspection fees, or any other fees not specifically set forth in the Proposal & Contract;
- Area or site drainage;
- Erosion control, weather protection, repair work caused by inclement weather;
- Moving, removing, hauling, or disposal of dirt spoils.

Standard Terms and Conditions: All of the provisions of this Proposal & Contract are subject to the following terms and conditions:

- D & D Construction will not agree to back-charges of any kind unless they are agreed to, and signed for, by a properly authorized representative of D & D Construction.
- Though care will be exercised D & D Construction is not responsible for any incidental damage to existing structure, grounds and/or landscaping during the course of Contractor's work. This price does not include interior or exterior repair work.
- D & D Construction's hourly rates will be charged for delays caused by others over which D & D Construction has no control.
- D & D Construction shall not be responsible for any liquidated damages, or other liabilities, which may be assessed by the property owner against General Contractor under the prime contract or otherwise.
- Premiums for bonds, permits, licenses, etc., are not included in the agreed price. D & D Construction maintains a City of Los Angeles Business tax license. Projects requiring individual city business licenses will be billed in addition to the Agreed Price. Additionally, D & D Construction has included in the agreed price the following insurance coverage's: (1) workers' compensation as required by law; (2) bodily injury and liability; and (3) property damage liability. Said insurance coverage's do not provide for additional insured status, indemnification of General Contractor, Owner, architect, engineer, or any other professional or contractors involved with the project. D & D Construction has excluded all forms of insurance other than those listed herein.
- D & D Construction shall be excused for delays in the completion of the work specified under this Proposal & Contract caused by acts of God, action or non-action of General Contractor, General Contractor's agents or employees, or other professionals or contractors on the project, inclement weather, labor disputes, acts of public utilities, public bodies, extra work, failure of General Contractor to make payment, or other contingencies unforeseen by the D & D Construction and beyond the D & D Construction's reasonable control.
- As used herein, the term "acts of God" includes, but is not limited to, earthquakes, rain, floods, movement of the earth, and subsequent damage caused by these unforeseen and uncontrollable acts during and/or after D & D Construction's course of work.

Proposal & Contract, Page 4 of 4

General Contractor warrants and represents that he or she has no knowledge of the existence of hazardous materials on the job site. If D & D Construction discovers the existence of hazardous materials, D & D Construction will immediately notify the General Contractor and stop work in the affected area. General Contractor is solely responsible for complying with all applicable laws (federal, state, and local) and ensuring that the hazardous materials are properly abated. General Contractor understands and agrees that D & D Construction cannot resume work in the affected area until the abatement is completed and the D & D Construction is notified in writing.

D & D Construction relied on information supplied by the General Contractor including, but not limited to, plans, specifications, and geotechnical reports in preparing all aspects of this Proposal & Contract including, in particular, the agreed price. D & D Construction shall be entitled to compensation for extra costs incurred in performing under this Proposal & Contract as a result of erroneous plans, specifications, or unanticipated site or subsurface conditions. If D & D Construction encounters conditions in the performance of this Proposal & Contract which differ from those indicated by the plans, specifications, geotechnical reports, soils data, or other information ordinarily encountered and generally recognized as inherent in work of the type and character required under this Proposal & Contract, an equitable adjustment will be made to cover the resulting additional costs incurred by D & D Construction as a result of said conditions.

If any legal or equitable action or other proceeding is brought for the enforcement or interpretation of this Proposal & Contract, or because of an alleged dispute, breach, default, or misrepresentations in connection with any of the provisions of this Proposal & Contract, any such action or proceeding shall be instituted and maintained only in a court of competent jurisdiction of the State of California in the County of Los Angeles, California. In any such action or proceeding, the prevailing party shall be entitled to recover the costs of the suit incurred, including reasonable attorney's fees.

We may accept letters, checks or other types of payment showing "payment in full" or using other language to indicate satisfaction of your account, without waiving any of our rights to receive full payment under this Proposal & Contract.

D & D Construction reserves the right to cancel or void this Proposal & Contract in the event preliminary information is not provided, inaccurately provided, or unable to be verified.

Handwritten notations, deletions or additions will not be accepted and will void this Proposal & Contract.

It is agreed that the signature of any party may be made on a facsimile produced document and it shall be treated as an original signature AND this agreement may be executed in multiple counterparts which shall be combined to form a single document.

NOTICE

Warning: Do not use this form if the work is to be performed on residential property with four or fewer units AND the property owner is going to be a party to this contract. A contract with an owner of residential property with four or fewer units must comply with the provisions of the Home Improvement Act set forth in the California Business & Professions Code.

EXHIBIT 2

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818)767-8864 Fax (818)767-8874

License #681416

REVISED INVOICE

Date: September 29, 2016

Invoice #S16441

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

	Mobilization charge	<u>\$1,200.00</u>
09/20/17	Drill rig drilled as directed. 07.50 @ \$265.00/hr.	\$1,987.50
09/21/17	Drill rig drilled as directed. 07.50 @ \$265.00/hr.	\$1,987.50
09/22/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00

Total Due

\$7,295.00

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818) 767-8864 Fax (818) 767-8874

License #681416

INVOICE

Date: October 04, 2016

Invoice #S16449

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

09/25/17	Drill rig drilled as directed. 06.75 @ \$265.00/hr.	\$1,788.75
09/26/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00
09/27/17	Drill rig drilled as directed. 06.50 @ \$265.00/hr.	\$1,722.50
09/28/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00
09/29/17	Drill rig drilled as directed. 03.75 @ \$265.00/hr.	\$993.75

Total Due

\$8,745.00

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818) 767-8864 Fax (818) 767-8874

License #681416

REVISED INVOICE

Date: October 24, 2016

Invoice #16488

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

	Mobilization charge	\$1,500.00
10/17/17	Drill rig drilled as directed. 05:00 @ \$325.00/hr.	\$1,325.00
10/18/17	Drill rig drilled as directed. 08:00 @ \$325.00/hr.	\$2,600.00
10/19/17	Drill rig drilled as directed. 08:00 @ \$325.00/hr.	\$2,600.00
10/20/17	Drill rig drilled as directed. 08:00 @ \$325.00/hr.	\$2,600.00

Total Due

\$10,625.00

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818) 767-8864 Fax (818) 767-8874

License #681416

INVOICE

Date: October 11, 2016

Invoice #16470

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

10/02/17	Drill rig drilled as directed. 07.75 @ \$265.00/hr.	\$2,053.75
10/03/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00
10/04/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00
10/05/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00
10/06/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00

Total Due

\$10,533.75

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818) 767-8864 Fax (818) 767-8874

License #681416

INVOICE

Date: October 16, 2016

Invoice #S16474

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

10/09/17	Drill rig drilled as directed. 06.75 @ \$265.00/hr.	\$1,788.75
10/10/17	Drill rig drilled as directed. 07.00 @ \$265.00/hr.	\$1,855.00
10/11/17	Drill rig drilled as directed. 08.00 @ \$265.00/hr.	\$2,120.00

Total Due

\$5,763.75

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818)767-8864 Fax (818)767-8874

License #681416

INVOICE

Date: October 30, 2016

Invoice #16492

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

10/24/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00
10/25/17	Drill rig drilled as directed. 07.75 @ \$325.00/hr.	\$2,518.75
10/26/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00
10/27/17	Drill rig drilled as directed. 07.75 @ \$325.00/hr.	\$2,518.75

Total Due

\$10,237.50

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818) 767-8864 Fax (818) 767-8874

License #681416

INVOICE

Date: November 08, 2016

Invoice #16500

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

10/30/17	Drill rig drilled as directed. 08.25 @ \$325.00/hr.	\$2,681.25
10/31/17	Drill rig drilled as directed. 08.50 @ \$325.00/hr.	\$2,762.50
11/01/17	Drill rig drilled as directed. 08.25 @ \$325.00/hr.	\$2,681.25
11/02/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00
11/03/17	Drill rig drilled as directed. 07.75 @ \$325.00/hr.	\$2,518.75

Total Due**\$13,243.75**

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818) 767-8864 Fax (818) 767-8874

License #681416

INVOICE

Date: November 13, 2016

Invoice #16506

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

11/06/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00
11/07/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00
11/08/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00
11/09/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00
11/10/17	Drill rig drilled as directed. 08.00 @ \$325.00/hr.	\$2,600.00

Total Due

\$13,000.00

D & D Construction Specialties

11043 Olinda Street

Sun Valley, CA 91352

Phone (818) 767-8864 Fax (818) 767-8874

License #681416

INVOICE

Date: November 15, 2016

Invoice #S16508

Bill to: KG Mullen Inc.
PO Box 1228
Venice, CA 90294

Job Site: 1484 Carla Ridge, Beverly Hills

Job #:

LABOR

11/13/17

Drill rig drilled as directed.
06.75 @ \$325.00/hr.

\$2,193.75

Total Due

\$2,193.75

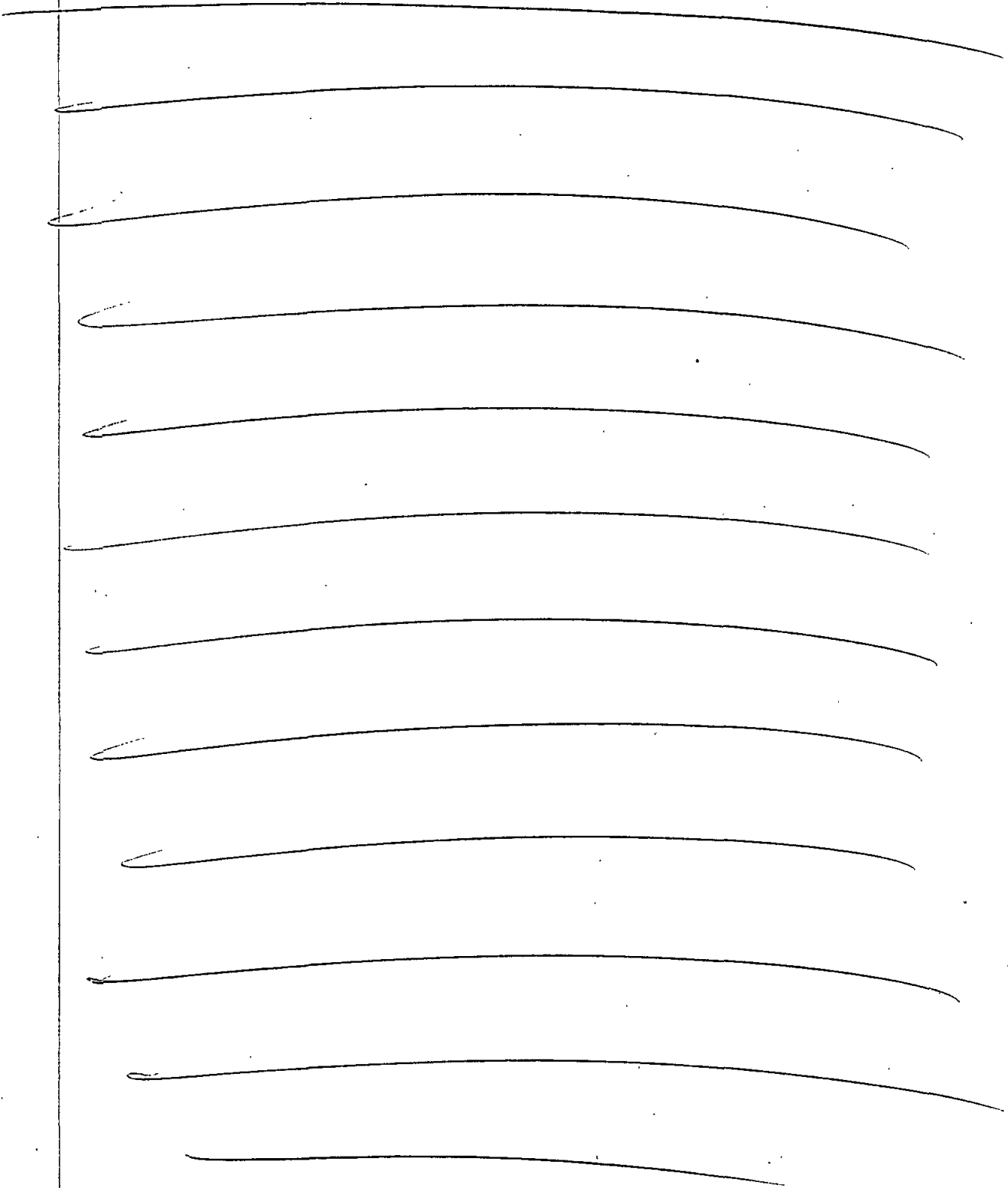


EXHIBIT 3

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

WOODBRIIDGE GROUP OF COMPANIES, LLC,
et al.,

Debtors.

Chapter 11

Case No. 17-12560-KJC

**NOTICE BY D&D CONSTRUCTION SPECIALTIES, INC. OF PERFECTION OF
CLAIM OF MECHANIC'S LIEN UNDER 11 U.S.C. §§546(b) AND 362(b)(3);
DEMAND FOR COMPLIANCE WITH 11 U.S.C. §363**

YOU ARE HEREBY NOTIFIED that, pursuant to 11 U.S.C §546(b), Claimant D & D Construction Specialties, Inc., a California corporation (hereinafter "D&D" or "Claimant"), perfects the mechanic's lien recorded on December 13, 2017 in the County of Los Angeles Recorder's Office as Document No. 20171446938 against the real property commonly known as 1484 Carla Ridge, Beverly Hills, California 90210, APN 4391-023-010 (the "Property").

D&D's mechanic's lien on the Property is in the amount of \$75,542.50 plus interest and other charges for drill rig and related services, per that certain contract with KG Mullen, Inc., dated September 14, 2017, as approved by I Grace Company. A true and correct copy of the recorded mechanic's lien is attached hereto as Exhibit "A."

Pursuant to 11 U.S.C. §546(b), this pleading shall serve as notice to Hornbeam Investments, LLC, as the purported owner of the property mentioned in the mechanic's lien ("Owner") and to the Debtors herein that, notwithstanding the automatic stay of 11 U.S.C. §362, D&D hereby perfects its claim to foreclose its mechanic's lien, as may be required by the California *Civil Code*. Accordingly, in light of this notice, Owner, Debtors and other parties in interest are hereby estopped from claiming that the lawsuit to foreclose the above referenced mechanic's lien was not timely commenced pursuant to the California *Civil Code*.

Additionally, Debtors and Owner are hereby notified of D&D's perfection of its interest in the Property pursuant to 11 U.S.C. §546(b) and §362(b)(3) and, in lieu of seizure of any property or commencement of an action, to whatever extent such seizure or commencement may be necessary to accomplish a perfection of D&D's interest in the Property. Such notice does not constitute, and this record of such notice does not constitute an admission as to the necessity of any such seizure or commencement. Furthermore, D&D claims all rents, issues, profits or other monies or property that may be generated by the underlying real property, including, without limitation, refunds of deposits with governmental agencies or monies received as a result of a condemnation or similar proceeding, and all proceeds thereof, to be the cash collateral of D&D and does not consent to the use of such monies by the Owner or Debtors for any purpose. D&D also hereby makes demand for full compliance by Owner and Debtors with the requirements of 11 U.S.C. §363 regarding the segregation, accounting and prohibition of use of all of D&D's cash collateral.

This pleading shall also serve as notification that Claimant, to the extent not already done, intends to cease any work relating to the Property. D&D understands that the Owner, Debtors or others nonetheless may continue development of the Property during the pendency of the bankruptcy cases.

Dated: March 12, 2018

SulmeyerKupetz
a professional corporation

/s/Alan G. Tippie
Alan G. Tippie
333 South Hope Street, 35th Floor
Los Angeles, CA 90071
Tel: (213) 626-2311
Fax: (213) 629-4520
Email: atippie@sulmeyerlaw.com

Counsel for D & D Construction Specialties, Inc.

EXHIBIT A

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18.
My business address is: 11043 Olinda Street, Sun Valley, CA 91352

On **DEC 13 2017** I served the foregoing document described as:

MECHANIC'S LIEN

on the owner or reputed owner of the real property described therein by placing a true copy thereof enclosed in the sealed envelope and addressed as follows:

KG Mullen Inc.
PO Box 1228
Venice, CA 90294

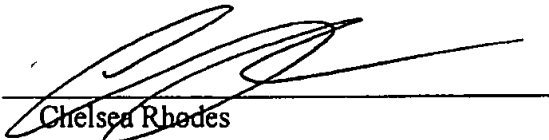
I Grace Company
1964 Westwood Blvd., #425
Los Angeles, CA 90025

Hornbeam Investments LLC
136 El Camino Dr., #412
Beverly Hills, CA 90212

I deposited such envelope with the U.S. Postal Service at Sun Valley, California. The envelope was mailed with first-class postage thereon fully prepaid.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: **DEC 13 2017.**


Chelsea Rhodes

**NOTICE OF MECHANIC'S LIEN
ATTENTION!**

Upon recording of the enclosed MECHANIC'S LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date of the mechanic's lien is recorded.

The party identified in the mechanic's lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanic's lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for the unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanic's lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANIC'S LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT www.cslb.ca.gov.

ORIGIN ID: JBPA (213) 626-2311
 MARIA VERA MONTES
 SUI MEYER
 333 SOUTH HOPE STREET
 35TH FLOOR
 LOS ANGELES, CA 90071
 UNITED STATES US

SHIP DATE: 18 JUN 18
 ACTWGT: 1.00 LB
 CAD: 1111854/NET13980
 BILL SENDER

TO C/O GCG

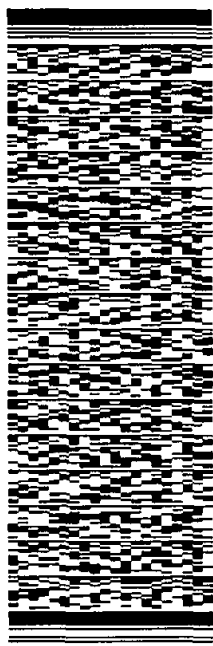
WOODBIDGE GROUP OF COMPANIES, LLC
 5151 BLAZER PARKWAY

SUITE A

DUBLIN OH 43017

INV. (213) 626-2311 REF: 11107.0001
 PO. DEPT.

552J2/93DF/DCA5



J181118012501ur

TRK# 7725 0347 8444
 0201

TUE - 19 JUN 10:30A
 PRIORITY OVERNIGHT

XX OSUA

43017
 OH-US LCK



After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

EXHIBIT C

Surety Bond

This page is part of your document - DO NOT DISCARD



20181130267



Pages:
0005

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

11/07/18 AT 02:40PM

FEES:	29.00
TAXES:	0.00
OTHER:	0.00
SB2:	75.00
PAID:	104.00



LEADSHEET



201811073310038

00015927379



009452208

SEQ:
03

DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY AND MAIL TO:

(Name and mailing address, including city, state,
and ZIP code, of requesting party)

Bruce Greene, Esq.
Baker & Hostetler LLP
11601 Wilshire Blvd., Suite 1400
Los Angeles, CA 90025



└ SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE ┐

DOCUMENT TITLE

RELEASE OF MECHANIC'S LIEN BOND

By: *Aerie Walton*
Aerie Walton, Attorney in Fact

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Susan A. Welsh, Christopher P. Troha, Sandra M. Winsted, Michelle D. Krebs, Sandra M. Nowak, Jeannette M. Davis, Salena Wood, Christina L. Sandoval, Derek J. Elston, Judith A. Lucky-Eftimov, Jennifer Williams, Bartlomiej Siepierski and/or Aerie Walton

Of AON Risk Services of Chicago, IL each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance


That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

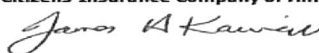
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of February, 2018.

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John C. Roche, EVP and President

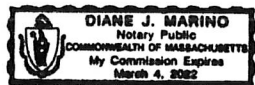


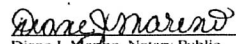
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 23rd day of February, 2018 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

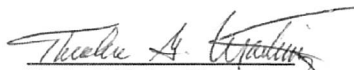



Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 1st day of November 2018.

CERTIFIED COPY


Theodore G. Martinez, Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

County of Cook

On November 1, 2018 before me, Samantha Chierici, Notary Public, personally appeared Aerie Walton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Samantha Chierici

Signature of Notary Public

