

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

**Proposed Hrg. Date: February 13, 2018, at 1:00 p.m.
(ET)**

**Proposed Obj. Deadline: February 12, 2018, at 12:00
p.m. (ET)**

**DEBTORS’ MOTION FOR AN ORDER, PURSUANT TO SECTIONS 105(a)
AND 363(b) OF THE BANKRUPTCY CODE, AUTHORIZING THE
DEBTORS TO (I) (A) RETAIN DEVELOPMENT SPECIALISTS, INC. AS THEIR
RESTRUCTURING ADVISOR, (B) DESIGNATE BRADLEY D.
SHARP AS CHIEF RESTRUCTURING OFFICER, *NUNC PRO
TUNC* TO JANUARY 26, 2018, AND (C) TO UTILIZE
ADDITIONAL DSI PERSONNEL; AND (II) APPROVING
THE AGREEMENT RELATED THERETO**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), by and through their undersigned counsel, hereby submit this motion (the “Motion”) for the entry of an order, substantially in the form attached hereto as Exhibit C (the “Proposed Order”), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”): (i) authorizing the Debtors to (a) retain and employ Development Specialists, Inc. (“DSI”) as their restructuring advisor, (b) designate Bradley D. Sharp as their chief restructuring officer (“CRO”) in connection with the above-captioned chapter 11 cases, *nunc pro tunc* to January 26, 2018 (the “Retention Date”), and (c) utilize additional DSI

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of this information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

personnel; and (ii) approving the Agreement (as defined below) related thereto. In support of the Motion, the Debtors submit the declaration of Bradley D. Sharp, President and CEO of DSI (the “Sharp Declaration”), a copy of which is attached hereto as Exhibit A and incorporated by reference herein. In further support of this Motion, the Debtors respectfully state as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, 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)(2), and the Debtors consent pursuant to Rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory predicates for the relief requested herein are sections 105 and 363 of the Bankruptcy Code.

BACKGROUND

4. On December 4, 2017 (the “Petition Date”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code.

5. Each Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered for procedural purposes pursuant to Bankruptcy Rule 1015(b).

6. On December 14, 2017, the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the official committee of unsecured creditors (the “Committee”) pursuant to section 1102 of the Bankruptcy Code [Docket No. 79].

7. On December 19, 2017, the Debtors filed the *Debtors’ Motion for Entry of an Order Pursuant to Section 363 of the Bankruptcy Code Authorizing (I) the Engagement Letter Between the Debtors and SierraConstellation Partners LLC and (II) Debtors’ Employment of Lawrence R. Perkins as Chief Restructuring Officer Nunc Pro Tunc to the Petition Date* [Docket No. 102]. On January 23, 2018, the Court entered an Order [Docket No. 367] authorizing the retention of SierraConstellation Partners LLC (“Sierra”). However, the Order provided that, “[u]pon the completion of transition services necessary to effectuate a smooth transition [for the New Board (defined below) and a replacement management team, including a new chief restructuring officer], Sierra shall discontinue providing services to the Debtors. *Id.* at ¶ 10.

8. On January 23, 2018, the Court held a hearing to resolve, among other matters, two motions to appoint a chapter 11 trustee, and entered an order approving the settlement reached between the Debtors and other parties in interest (the “Settlement Order”).² Attached as Exhibit 1 to the Settlement Order was a term sheet enumerating the terms of the settlement (the “Joint Resolution”). By the terms of the Joint Resolution, the Debtors’ board of managers was to be reconstituted as a three-person board (the “New Board”). In addition, the

² *Order, Pursuant to Sections 105(a) and 1102 of the Bankruptcy Code and Bankruptcy Rule 9019, Approving the Consensual Resolution of (A) Motion of the Ad Hoc Committee of Holders of Promissory Notes of Woodbridge Mortgage Investment Fund Entities and Affiliates Pursuant to Section 1102(a)(2) of the Bankruptcy Code Directing the Appointment of an Official Committee of Noteholders, (B) Emergency Motion of Official Committee of Unsecured Creditors for Entry of an Order Directing the Appointment of a Chapter 11 Trustee Pursuant to 11 U.S.C. § 1104, (C) Motion by the U.S. Securities and Exchange Commission for Order Directing the Appointment of a Chapter 11 Trustee, (D) Joinder of Additional Noteholders to Motion of the Ad Hoc Committee of Holders of Promissory Notes of Woodbridge Mortgage Investment Fund Entities and Affiliates Pursuant to Section 1102(a)(2) of The Bankruptcy Code Directing the Appointment of an Official Committee of Noteholders, and (E) Motion of the Ad Hoc Committee of Unitholders of Woodbridge Mortgage Investment Fund Entities Pursuant to 11 U.S.C. § 1102(a)(2) Directing Appointment of an Official Committee of Unitholders* [Docket No. 357].

Joint Resolution provided for the formation of an ad hoc noteholder group (the “Noteholder Group”) and an ad hoc unitholder group (the “Unitholder Group”).

9. Information regarding the Debtors’ history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of the Chapter 11 Cases can be found in the *Declaration of Lawrence R. Perkins in Support of the Debtors’ Chapter 11 Petitions and Requests for First Day Relief* (the “First Day Declaration”) [Docket No. 12], which is incorporated herein by reference.³

RELIEF REQUESTED

10. By this Motion, the Debtors seek entry of an order (i) authorizing the Debtors to retain and employ DSI as their restructuring advisor, to designate Bradley D. Sharp as their CRO, *nunc pro tunc* to the Retention Date, and to utilize the Additional Personnel (as defined below) subject to further order of the Court, pursuant to the terms of the agreement between the Debtors and DSI, dated February 2, 2018 (the “Agreement”), attached hereto as Exhibit B, and (ii) approving the Agreement.⁴

RELEVANT INFORMATION

A. DSI’s Qualifications

11. For over thirty (30) years, DSI has been a leading provider of management consulting and financial advisory services, including turnaround consulting, fiduciary roles, financial restructure, litigation support, wind-down oversight and forensic accounting services. DSI’s clients include business owners, corporate boards of directors, financial services

³ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

⁴ Capitalized terms used, but not otherwise defined herein, have the meanings set forth in the Agreement. The summary of the terms of the Agreement contained herein is provided for the benefit of the Court and parties in interest and, to the extent the summary set forth herein and the terms of the Agreement are inconsistent, the terms of the Agreement shall control.

institutions, secured lenders, bondholders, unsecured creditors and creditor committees. As one of the first turnaround firms in the United States, DSI has expanded from its headquarters in Chicago, Illinois, to include a significant national footprint with offices in New York, Los Angeles, San Francisco, Miami, Philadelphia and Columbus, Ohio. Internationally, DSI has an office in London. Accordingly, DSI has significant qualifications and experience in these matters and has an excellent reputation for providing high quality, specialized management and restructuring advisory services to debtors, creditors, and investors in complex chapter 11 cases and other restructurings, both in and out of court.

12. DSI offers a broad spectrum of services as it has amassed a diverse group of professionals with financial, accounting, legal and regulatory expertise. The DSI team includes Masters of Professional Accountancy, Certified Public Accountants, Certified Insolvency and Restructuring advisors, Certified Financial Forensic Accountants and Certified Internal Auditors. Additionally, DSI has a diverse background with respect to its consultants, including a former Special United States Attorney and commercial and investment bankers.

13. As set forth in the Agreement, DSI has made Mr. Sharp available to serve as CRO to the Debtors and has made additional individuals available to the Debtors who will provide various other critical restructuring support services to the Debtors (the “Additional Personnel”). Mr. Sharp has been with DSI since 1993 and has over twenty (20) years of experience in providing crisis management and consulting services to companies in various industries including consumer finance, high tech and agriculture. Additionally, he has operated and sold publicly and privately-held troubled companies in and out of bankruptcy.

14. In light of Mr. Sharp's expertise, as well as the knowledge and experience of the Additional Personnel, DSI is uniquely positioned to assist the Debtors in successfully navigating the chapter 11 process.

B. Services to be Provided⁵

15. As stated above, under the Agreement, DSI has, subject to this Court's approval, assigned Mr. Sharp to serve as the Debtors' CRO, and has assigned the Additional Personnel to perform other services set forth in the Agreement. In his capacity as an officer of the Debtors, Mr. Sharp's duties will be duties customarily performed by individuals holding similar executive positions.

16. Subject to further order of the Court, consistent with the Agreement, DSI will provide the following restructuring and management services, without limitation:

- a. Bradley D. Sharp will act as the Debtors' CRO.
- b. As CRO, Mr. Sharp will assume control of the Debtors' restructuring and direct the Debtors with respect to their bankruptcy.
- c. Mr. Sharp will report to the New Board and will comply with the Debtors' corporate governance requirements.
- d. Mr. Sharp will also report to the Debtors' Chief Executive Officer ("CEO") to ensure the CEO receives the support required to fulfill his functions while avoiding duplication of effort.
- e. As directed by the New Board, the CRO will be responsible for the implementation and prosecution of the Chapter 11 Cases, including negotiations with creditors, reconciliation of claims and confirmation of a plan.
- f. Provide the Additional Personnel to provide restructuring support services as requested by the New Board and the CEO.

⁵ The description of the services to be provided herein is a summary. The full description of the services is provided in the Agreement.

- g. Provide other services which may include:
 - i. assisting the Debtors in the preparation of financial disclosures required by the Court, including the Schedules of Assets and Liabilities, the Statements of Financial Affairs and Monthly Operating Reports;
 - ii. advising and assisting the Debtors, the Debtors' legal counsel and other professionals in responding to third party requests;
 - iii. attending meetings and assisting in communications with parties in interest and their professionals;
 - iv. providing litigation advisory services with respect to accounting matters, along with expert witness testimony on case related issues; and
 - v. rendering such other general business consulting or such other assistance as the Debtors may deem necessary and which is consistent with the role of a financial advisor and not duplicative of services provided by other professionals in these cases.

C. Professional Compensation

17. DSI will be compensated consistent with the terms of the Agreement. The DSI personnel presently designated to represent the Debtors and their current standard hourly rates are:

Bradley D. Sharp	\$640.00
R. Brian Calvert	\$630.00
Thomas P. Jeremiassen	\$550.00
Eric J. Held	\$485.00
Nickolas R. Troszack	\$480.00
Matthew P. Sorenson	\$410.00
Spencer G. Ferrero	\$300.00
Daniel Ungheanu	\$290.00

The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other personnel may from time to time serve the Debtors in connection with the matters herein described.

18. In addition to compensation for services rendered by DSI's professionals, DSI will receive reimbursement for reasonable and necessary expenses incurred in connection with the Chapter 11 Cases, including, but not limited to travel, meals, lodging, postage, telephone, document reproduction, telecopy and computer charges and database access fees and any reasonable fees and expenses of counsel, consultants and advisors retained, in connection with DSI's engagement.

19. If the Court grants the relief requested herein, DSI will be employed in the Chapter 11 Cases pursuant to section 363 of the Bankruptcy Code. Because DSI is not being employed as a professional under section 327 of the Bankruptcy Code, DSI requests that it not be required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code. However, to maintain transparency and to comply with the U.S. Trustee's protocol applicable to the retention of personnel under section 363 of the Bankruptcy Code, DSI will file reports of compensation earned and expenses incurred and paid on a quarterly basis (each a "Quarterly Report," and collectively, the "Quarterly Reports") with the Court and provide notice to the U.S. Trustee, counsel to the Committee, counsel to the Noteholder Group, and counsel to the Unitholder Group (collectively, "Notice Parties"). Such reports will (a) summarize the services provided to the Debtors, (b) summarize the compensation earned by each of the DSI personnel, (c) identify the staff employee provided, and (d) itemize the expenses incurred. Notice for the Quarterly Reports will provide for a time period of at least fourteen (14) days for objections by parties in interest. All compensation will be subject to review by the Court in the event an objection is filed. For the avoidance of doubt, Mr. Sharp and the Additional Personnel will not be required to submit time entries in tenth of an hour increments, as required by Local Rule 2016-2(d)(iv), but rather in hour increments.

20. Quarterly Reports shall be due no later than twenty (20) days after the end of a quarter with the first Quarterly Report, covering the period from the Retention Date through March 31, 2018, due on or before April 20, 2018. This procedure shall continue for any subsequent Quarterly Reports. In the event that a party in interest objects to a Quarterly Report, DSI's fees and expenses shall be subject to review by this Court.

21. In addition, DSI will file with the Court and provide the Notice Parties a report on staffing (the "Staffing Report") by the 20th of each month for the previous month. These Staffing Reports will include the names and tasks filled by all Additional Personnel involved in this matter. Notice for the Staffing Reports will provide for a time period of at least fourteen (14) days for objections by parties in interest. The Staffing Report (and DSI's staffing for this matter) would be subject to review by the Court in the event so requested by any of the Notice Parties.

D. No Duplication of Services

22. DSI is aware of the fact that the Debtors have retained, or are seeking to retain, Gibson, Dunn & Crutcher, LLP and Young Conaway Stargatt & Taylor, LLP, as well as other professionals in these Chapter 11 Cases. DSI will work cooperatively with, and not duplicate the services of, the other professionals in order to integrate any respective work performed by DSI on behalf of the Debtors with the work performed by the other professionals.

E. Indemnification

23. The Agreement also contains standard indemnification language with respect to DSI's services. Accordingly, as part of this Motion, the Debtors request that the Court approve the indemnification provisions as set forth therein that indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the

Debtors' Director and Officer insurance policy. The Debtors will not, however, indemnify DSI for any losses, claims, damages, or liabilities incurred by DSI to the extent that a court of competent jurisdiction determines such losses, claims, damages, or liabilities result from bad faith, willful misconduct, or gross negligence.

F. DSI's Disinterestedness

24. Although the Debtors do not propose to retain DSI under section 327 of the Bankruptcy Code, DSI nonetheless has reviewed its electronic database and, to the best of its knowledge and except to the extent disclosed herein and in the Sharp Declaration, determined that it neither holds nor represents an interest adverse to the Debtors' estate, nor has a connection to the Debtors, their creditors, or related parties, and believes it is a "disinterested person" as defined by section 101(14) of the Bankruptcy Code. DSI will periodically review its files during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. To the extent that DSI discovers any new relevant facts or relationships bearing on the matters described herein during the period of DSI's retention, DSI will use reasonable efforts to promptly file a supplemental declaration.

BASIS FOR RELIEF REQUESTED

25. Section 363 of the Bankruptcy Code provides, in relevant part, that a debtor in possession "after notice and a hearing, may use, sell or lease, other than in the ordinary course of business, property of the estate[.]" 11 U.S.C. § 363(b)(1). Under applicable case law in this and other circuits, courts will approve a debtor's proposed use of its assets under section 363(b)(1) if it represents a sound business purpose on the part of the debtor. *See, e.g., In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (Bankr. D. Del. 1999) ("In evaluating whether a sound business purpose justifies the use, sale or lease of property under Section 363(b), courts consider a variety of factors, which essentially represent a 'business judgment

test.”); *In re Martin*, 91 F.3d 389, 395 (3d Cir. 1996) (courts defer to a trustee’s judgment concerning use of property under §363(b) when there is a legitimate business justification); *In re Delaware & Hudson R.R. Co.*, 124 B.R. 169, 175-76 (D. Del. 1991) (courts have applied the “sound business purpose” test to evaluate motions brought pursuant to section 363(b)). Under the business judgment rule, a court will not interfere with the judgment of a board of directors unless there is a showing of “gross and palpable overreaching.” *In re Marvel Entm’t Group, Inc.*, 273 B.R. 58, 78 (Bankr. D. Del. 2002) (“under the business judgment rule, a board’s ‘decisions will not be disturbed if they can be attributed to any rational purpose’ and a court ‘will not substitute its own notions of what is or is not sound business judgment.’”) (citing *Sinclair Oil Corp. v. Levien*, 280 A.2d 717, 719-20 (Del. 1971)).

26. The Debtors submit that the retention and employment of DSI is a sound exercise of their business judgment pursuant to section 363 of the Bankruptcy Code, as DSI’s services are necessary and essential to the Debtors’ restructuring efforts. Mr. Sharp and the Additional Personnel have extensive experience in providing crisis management and consulting services to distressed companies in various industries including real estate, consumer finance, high tech and agriculture. Since being engaged, DSI and Mr. Sharp, working in conjunction with the Debtors and their professionals, have provided invaluable assistance with, among other things: (i) assisting Debtors in the design and implementation of a restructuring strategy designed to maximize the enterprise value of the Debtors and (ii) providing financial consulting support to management, as requested.

27. The Debtors are seeking to engage Mr. Sharp and DSI to advise and guide them through the chapter 11 process. Numerous bankruptcy courts in this district have analyzed the propriety of a debtor’s employment of corporate restructuring officers, advisors, and

professionals under section 363 of the Bankruptcy Code on numerous occasions and have determined it is an appropriate exercise of the debtor's business judgment to employ a restructuring professional in this manner.

28. Denying the relief requested herein would deprive the Debtors of the assistance of a highly qualified CRO and disadvantage the Debtors and all parties in interest. The Debtors need experienced and knowledgeable professionals to provide assistance during the Chapter 11 Cases. The restructuring support services provided by DSI and Mr. Sharp are critical to the Chapter 11 Cases and the Debtors request that the Court approve the Agreement in substantially the form attached hereto.

REQUEST FOR WAIVER OF BANKRUPTCY RULE 6004(h)

29. The Debtors respectfully request a waiver of the fourteen (14) day stay of effectiveness imposed by Bankruptcy Rule 6004(h) so that the relief requested herein can take effect immediately upon entry of an order approving this Motion.

NOTICE

30. Notice of this Motion has been provided to: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) counsel to the DIP Lender; (iv) counsel to the Unitholder Group, (v) counsel to the Noteholder Group, (vi) counsel to the SEC, and (vii) any party that has requested notice in these Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

WHEREFORE, for the reasons set forth herein and in the Sharp Declaration, the Debtors request that the Court enter the Proposed Order, substantially in the form attached hereto as Exhibit C, granting the relief requested herein and granting such other and further relief as the Court deems appropriate.

Dated: February 6, 2018
Wilmington, Delaware

/s/ Betsy L. Feldman
YOUNG CONAWAY STARGATT & TAYLOR,
LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
Betsy L. Feldman (No. 6410)
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-and-

GIBSON, DUNN & CRUTCHER LLP
Samuel A. Newman (*pro hac vice*)
Oscar Garza (*pro hac vice*)
Daniel B. Denny (*pro hac vice*)
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Los Angeles, California 90071
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J. Eric Wise (*pro hac vice*)
Matthew K. Kelsey (*pro hac vice*)
Jennifer L. Conn (*pro hac vice*)
Matthew P. Porcelli (*pro hac vice*)
200 Park Avenue New York,
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Tel: (212) 351-4000
Fax: (212) 351-4035

Counsel for the Debtors and Debtors in Possession

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

**Proposed Hrg. Date: February 13, 2018, at 1:00 p.m.
(ET)**

**Proposed Obj. Deadline: February 12, 2018, at 12:00
p.m. (ET)**

NOTICE OF MOTION

TO: (I) THE U.S. TRUSTEE; (II) COUNSEL TO THE DIP LENDER; (III) COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS; (IV) COUNSEL FOR THE AD HOC NOTEHOLDER GROUP; (V) COUNSEL FOR THE AD HOC UNITHOLDER GROUP, AND (VI) ALL PARTIES THAT HAVE REQUESTED NOTICE IN THESE CHAPTER 11 CASES PURSUANT TO LOCAL RULE 2002-1.

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for an Order, Pursuant to Sections 105(a) and 363(b) of the Bankruptcy Code, Authorizing the Debtors to (I) (A) Retain Development Specialists, Inc. as their Restructuring Advisor, (B) Designate Bradley D. Sharp as Chief Restructuring Officer, Nunc Pro Tunc to January 26, 2018, and (C) to Utilize Additional DSI Personnel; and (II) Approving the Agreement Related Thereto* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that the Debtors have requested that responses or objections to the Motion must be filed on or before **February 12, 2018 at 12:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT THE DEBTORS HAVE REQUESTED A HEARING ON THE MOTION BE HELD ON FEBRUARY 13, 2018, AT 1:00 P.M. (ET) BEFORE THE HONORABLE KEVIN J. CAREY IN THE UNITED STATES BANKRUPTCY

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COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5th FLOOR,
COURTROOM NO. 5, WILMINGTON, DELAWARE 19801.

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

Dated: February 6, 2018
Wilmington, Delaware

/s/ Betsy L. Feldman
YOUNG CONAWAY STARGATT & TAYLOR,
LLP
Sean M. Beach (No. 4070)
Edmon L. Morton (No. 3856)
Ian J. Bambrick (No. 5455)
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GIBSON, DUNN & CRUTCHER LLP
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Oscar Garza (*pro hac vice*)
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333 South Grand Avenue
Los Angeles, California 90071
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200 Park Avenue New York,
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Counsel for the Debtors and Debtors in Possession

EXHIBIT A

Sharp Declaration

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

**DECLARATION OF BRADLEY D. SHARP IN SUPPORT OF DEBTORS’
MOTION FOR AN ORDER, PURSUANT TO 105(a) AND 363(b) OF
THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO
(I)(A) RETAIN DEVELOPMENT SPECIALISTS, INC. AS THEIR
RESTRUCTURING ADVISOR, (B) DESIGNATE BRADLEY D. SHARP
AS CHIEF RESTRUCTURING OFFICER, *NUNC PRO TUNC* TO
JANUARY 26, 2018, AND (C) TO UTILIZE ADDITIONAL DSI PERSONNEL;
AND (II) APPROVING THE AGREEMENT RELATED THERETO**

I, Bradley D. Sharp, hereby declare the following is true to the best of my knowledge, information, and belief:

1. I am President and CEO of Development Specialists, Inc. (“DSI”), which has its principal office at 333 South Grand Avenue, Suite 4070, Los Angeles, California 90071-1544. I am authorized to make this declaration on behalf of DSI and in support of the motion (the “Motion”) of the above-captioned debtors and debtors in possession (“Debtors”), for entry of an order (a) authorizing the Debtors to retain DSI as their restructuring advisor and designate Bradley D. Sharp as chief restructuring officer (“CRO”), *nunc pro tunc* to January 26, 2018 pursuant to (i) the agreement between Debtors and DSI, dated February 2, 2018 (the

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“Agreement”) and (b) approving the Agreement. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

DSI'S QUALIFICATIONS

2. For over thirty (30) years, DSI has been a leading provider of management consulting and financial advisory services, including turnaround consulting, fiduciary roles, financial restructure, litigation support, wind-down oversight and forensic accounting services. DSI's clients include, but are not limited to, business owners, corporate boards of directors, financial services institutions, secured lenders, bondholders, unsecured creditors and creditor committees. Accordingly, DSI has significant qualifications and experience in these matters and an excellent reputation for providing high quality, specialized management and restructuring advisory services to debtors, creditors, and investors in complex chapter 11 cases and other restructurings, both in and out of court.

3. As one of the first turnaround firms in the United States, DSI has expanded from its headquarters in Chicago, Illinois, to include a significant national footprint with offices in Chicago, New York, Los Angeles, San Francisco, Miami, Columbus, and Wilmington. Internationally, DSI has an office in London.

4. DSI offers a broad spectrum of services as it has amassed a diverse group of professionals with financial, accounting, legal and regulatory expertise. The DSI team includes Masters of Professional Accountancy, Certified Public Accountants, Certified Insolvency and Restructuring advisors, Certified Financial Forensic Accountants and Certified Internal Auditors. DSI furthermore shines due to the diverse background of many of our consultants, including a former Special United States Attorney and commercial and investment bankers.

5. As set forth in the Agreement, DSI has made me available (subject to the Court’s approval) to serve as CRO to the Debtors and has made additional individuals available who will provide various other critical restructuring advisory services to the Debtors (the “Additional Personnel”). I have been with DSI since 1993 and I have over twenty (20) years of experience in providing crisis management and consulting services to companies in various industries including real estate, consumer finance, high tech and agriculture. Moreover, I have operated and sold publicly and privately-held troubled companies in and out of bankruptcy.

6. Since being engaged, DSI and I, working in conjunction with the Debtors and their professionals, have provided invaluable assistance with, among other things: (i) assisting Debtors in the design and implementation of a restructuring strategy designed to maximize the enterprise value of the Debtors and (ii) providing financial consulting support to management, as requested

PROFESSIONAL COMPENSATION

7. DSI will be compensated consistent with the terms of the Agreement. The DSI personnel presently designated to represent the Debtors and their current standard hourly rates are:

Bradley D. Sharp	\$640.00
R. Brian Calvert	\$630.00
Thomas P. Jeremiassen	\$550.00
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Daniel Ungheanu	\$290.00

The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions. Other personnel may from time to time serve the Debtors in connection with the matters herein described.

8. In addition to compensation for services rendered by DSI's professionals, DSI will receive reimbursement for reasonable and necessary expenses incurred in connection with the Chapter 11 Cases, including, but not limited to travel, meals, lodging, postage, telephone, document reproduction, telecopy and computer charges and database access fees and any reasonable fees and expenses of counsel, consultants and advisors retained, in connection with DSI's engagement.

REPORTING REQUIREMENTS

9. DSI will file reports of compensation earned and expenses incurred on a quarterly basis (each a "Quarterly Report," and collectively, the "Quarterly Reports") with the Court and provide notice to the U.S. Trustee, counsel to the Committee, counsel to the Noteholder Group, and counsel to the Unitholder Group (collectively, "Notice Parties"). Such reports will (a) summarize the services provided to the Debtors, (b) summarize the compensation earned by each of the DSI personnel, (c) identify the staff employee provided, and (d) itemize the expenses incurred. Notice for the Quarterly Reports will provide for a time period of at least fourteen (14) days for objections by parties in interest. All compensation will be subject to review by the Court in the event an objection is filed. Further, the Motion requests that the Additional Personnel not be required to submit time entries in tenth of an hour increments as required by Local Rule 2016-2(d)(iv), but in hour increments.

10. Quarterly Reports shall be due no later than twenty (20) days after the end of a quarter with the first being due on April 20, 2018. This procedure shall continue for any subsequent Quarterly Reports. In the event that a party in interest objects to a Quarterly Report, DSI's fees and expenses shall be subject to review by this Court.

11. In addition DSI will file with the Court and provide the Notice Parties a report on staffing (the "Staffing Report") by the 20th of each month for the previous month.

These Staffing Reports will include the names and tasks filled by all Additional Personnel involved in this matter. Notice for the Staffing Reports will provide for a time period of at least fourteen (14) days for objections by parties in interest. The Staffing Report (and DSI's staffing for this matter) would be subject to review by the Court in the event so requested by any of the Notice Parties.

INDEMNIFICATION

12. The Agreement also contains standard indemnification language with respect to DSI's services. The Debtors will not, however, indemnify DSI for any losses, claims, damages, or liabilities incurred by DSI to the extent that a court of competent jurisdiction determines such losses, claims, damages, or liabilities result from bad faith, willful misconduct, or gross negligence. The Debtors agree that those DSI employees serving as officers of any of the Debtors, including myself, will be entitled to receive whatever indemnities are made available during the term of the Agreement to other non-DSI related officers of the Debtors, whether under the by-laws, certificates of incorporation, applicable corporate laws, or contractual agreements of general applicability to officers of the Debtors.

DSI'S DISINTERESTEDNESS

13. I acknowledge and respectfully represent that the elements of section 327 of the Bankruptcy Code and Bankruptcy Rule 2014 are not necessary or relevant in connection with DSI's and my employment, which is being made under section 363 of the Bankruptcy Code. Nevertheless, in connection with the proposed employment and retention of DSI by the Debtors, DSI undertook a lengthy conflicts analysis process to determine whether it had any conflicts or other relationships that might cause it to hold or represent an interest adverse to the Debtors. Specifically, to check and clear potential conflicts of interest in the Chapter 11 Cases, DSI reviewed its client relationships to determine whether it had any relationships with the

parties-in-interest listed on Schedule 1 attached hereto, which were provided to DSI by the Debtors (collectively, the “Potential Parties in Interest”).

14. As part of its diverse practice, DSI appears in numerous cases, proceedings, and transactions involving many different attorneys, accountants, investment bankers, and financial consultants, some of whom may represent claimants and parties in interest in the Chapter 11 Cases. Further, DSI has in the past, and may in the future, be represented by several attorneys and law firms, some of whom may be involved in the Chapter 11 Cases. In addition, DSI has been in the past, and likely will be in the future, engaged in matters unrelated to the Debtors or the Chapter 11 Cases in which it works with or against other professionals involved in this case. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, none of these business relations constitute interests adverse to the Debtors.

15. In connection with our proposed retention by the Debtors, DSI has conducted an investigation to ascertain its connections with the Debtors and various parties in interest in the Chapter 11 Cases (the “Interested Parties”). The identities of the Interested Parties are set forth on Schedule 1 attached hereto and incorporated herein by reference. To the extent that DSI has any connections with the Interested Parties, the identities of such entities are set forth in Schedule 2 attached hereto and incorporated herein by reference.

16. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, neither I nor any of DSI’s professional employees (a) have any connection with the Debtors, their creditors, the U.S. Trustee, any other Potential Parties in Interest in the Chapter 11 Cases, or their respective attorneys or accountants, or (b) are

related or connected to any United States Bankruptcy Judge for the District of Delaware, the U.S. Trustee, or any employee in the Office of the U.S. Trustee.

17. If DSI discovers any additional information that requires disclosure, DSI will file promptly a supplemental declaration with the Court.

18. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry, DSI has not been retained to assist any entity or person other than the Debtors on matters relating to, or in direct connection with, the Chapter 11 Cases. If the Debtors are authorized by the Court to employ and retain DSI, DSI will not accept any engagement or perform any service for any entity other than the Debtors in the Chapter 11 Cases. DSI will, however, continue to provide professional services to entities that may be creditors or equity security holders of the Debtors or parties in interest in these cases, provided that such services do not relate to, or have any direct connection with, the Chapter 11 Cases.

19. No agreement presently exists to share with any other person or firm any compensation received by DSI for its services in this case. If any such agreement is entered into, DSI will undertake to amend and supplement this declaration to disclose the terms of any such agreement.

20. No promises have been received by DSI, or by any employee thereof, as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code.

21. I am generally familiar with the Bankruptcy Code and the Bankruptcy Rules, and DSI will comply with them, subject to the Orders of this Court.

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

Dated: February 6, 2018

/s/ Bradley D. Sharp
Bradley D. Sharp
President and CEO
Development Specialists, Inc.

SCHEDULE 1

Schedule of Parties-in-Interest

SCHEDULE 1 – LIST OF INTERESTED PARTIES¹

Debtor and Non-Debtor Affiliates (including any tradenames)	
1.	Woodbridge Group of Companies, LLC
2.	Woodbridge Capital Investments, LLC
3.	WMF Management, LLC
4.	Woodbridge Commercial Bridge Loan Fund 1, LLC
5.	Woodbridge Commercial Bridge Loan Fund 2, LLC
6.	Woodbridge Mortgage Investment Fund 1, LLC
7.	Woodbridge Mortgage Investment Fund 2, LLC
8.	Woodbridge Mortgage Investment Fund 3, LLC
9.	Woodbridge Mortgage Investment Fund 3A, LLC
10.	Woodbridge Mortgage Investment Fund 4, LLC
11.	1336, LLC
12.	14068 Davana Holding Company, LLC
13.	14068 Davana Terrace, LLC
14.	14112, LLC
15.	15672 Castlewoods Drive, LLC
16.	15672 Castlewoods Owners, LLC
17.	15714 Castlewoods Drive, LLC
18.	15714 Castlewoods Owners, LLC
19.	204 Derby Ave, LLC
20.	215 North 12th Street, LLC
21.	3x A Charm, LLC
22.	695 Buggy Circle, LLC
23.	A Plus Holdings, LLC
24.	Acacia Circle, LLC
25.	Acme Diversified Holdings, LLC
26.	Acme Now, LLC
27.	Addison Park Investments, LLC
28.	Akebia Square Funding, LLC
29.	Alpine Rose LLC
30.	Alpine Rose, LLC
31.	Ambrosia Circle, LLC
32.	American Note Company, LLC
33.	Annoco Holdings, LLC
34.	Anchorpoint Investments, LLC
35.	Arborvitae Investments, LLC
36.	Archivolt Investments, LLC
37.	Archstone Development, LLC

¹ Some parties may appear in more than one category. Categories are for reference purposes only and are not indicative of any party's rights, or the nature of any party's claim, against the Debtors or in the Chapter 11 Cases.

38.	Arlington Ridge Investments, LLC
39.	Arrowpoint Investments, LLC
40.	Ash Square Funding, LLC
41.	Ashburton Way Investments, LLC
42.	Atalaya Circle Investments, LLC
43.	Baleroy Investments, LLC
44.	Basswood Funding, LLC
45.	Basswood Holding, LLC
46.	Bay Village Investments, LLC
47.	Bear Brook Investments, LLC
48.	Bearberry Square Funding, LLC
49.	Bearingside Investments, LLC
50.	Beech Creek Investments, LLC
51.	Bellflower Funding, LLC
52.	Bellmire Investments, LLC
53.	Birchwood Manor Investments, LLC
54.	Bishop White Investments, LLC
55.	Bittersweet Square Funding, LLC
56.	Black Bass Investments, LLC
57.	Black Locust Investments, LLC
58.	Blazingstar Funding, LLC
59.	Bluff Point Investments, LLC
60.	Boiling Spring Investments, LLC
61.	Bonifacio Hill Investments, LLC
62.	Bowman Investments, LLC
63.	Bowstring Investments, LLC
64.	Boxwood Funding, LLC
65.	Bramley Investments, LLC
66.	Breckenridge Investments, LLC
67.	Breckenridge, LLC
68.	Brise Soleil Investments, LLC
69.	Broadsands Investments, LLC
70.	Brynderwen Investments, LLC
71.	Cablestay Investments, LLC
72.	Caisson Investments, LLC
73.	Calder Grove Investments, LLC
74.	Calendonia Circle Investments, LLC
75.	California Commercial Lenders, LLC
76.	Cannington Investments, LLC
77.	Cantilever Investments, LLC
78.	Carbondale Basalt Owners, LLC
79.	Carbondale Doocy, LLC
80.	Carbondale Glen Lot A-5, LLC
81.	Carbondale Glen Lot D-22, LLC
82.	Carbondale Glen Lot E-15, LLC

83.	Carbondale Glen Lot E-24, LLC
84.	Carbondale Glen Lot E-38, LLC
85.	Carbondale Glen Lot E-8, LLC
86.	Carbondale Glen Lot GV-13, LLC
87.	Carbondale Glen Lot GV6, LLC
88.	Carbondale Glen Lot IS - 11, LLC
89.	Carbondale Glen Lot L-2, LLC
90.	Carbondale Glen Mesa Lot 19, LLC
91.	Carbondale Glen Owners, LLC
92.	Carbondale Glen River Mesa, LLC
93.	Carbondale Glen Sundance Ponds, LLC
94.	Carbondale Glen Sweetgrass Vista, LLC
95.	Carbondale Peaks Lot L-1 LLC
96.	Carbondale Spruce 101, LLC
97.	Casper Falls Investments, LLC
98.	Castle Pines Investments, LLC
99.	Centershot Investments, LLC
100.	Chaplin Investments, LLC
101.	Chestnut Investments, LLC
102.	Chestnut Ridge Investments, LLC
103.	Clementina Park Investments, LLC
104.	Cliff Park Investments, LLC
105.	Clover Basin Investments, LLC
106.	Coffee Creek Investments, LLC
107.	Conneaut Lake Investments, LLC
108.	Copper Sands Investments, LLC
109.	Craven Investments, LLC
110.	Crestmark Investments, LLC
111.	Crossbeam Investments, LLC
112.	Crosskeys Investments, LLC
113.	Crowfield Investments, LLC
114.	Crystal Valley Holdings, LLC
115.	Crystal Woods Investments, LLC
116.	Cuco Settlement, LLC
117.	Daffodil Square Funding, LLC
118.	Dahlia Square Funding, LLC
119.	Daleville Investments, LLC
120.	Dandelion Funding, LLC
121.	Davana Owners, LLC
122.	Davana Sherman Oaks Owners, LLC
123.	Deerfield Park Investments, LLC
124.	Derbyshire Investments, LLC
125.	Diamond Cove Investments, LLC
126.	Direct Insurance Source, LLC
127.	Dixmont State Investments, LLC

128.	Dixville Notch Investments, LLC
129.	Dogwood Valley Investments, LLC
130.	Dollis Brook Investments, LLC
131.	Donnington Investments, LLC
132.	Doubleleaf Investments, LLC
133.	Drawspan Investments, LLC
134.	DVDO Design, LLC
135.	DVDO Holding Company, LLC
136.	Eldredge Investments, LLC
137.	Elm City Investments, LLC
138.	Elstar Investments, LLC
139.	Emerald Lake Investments, LLC
140.	Evergreen Way Investments, LLC
141.	Fern Square Funding, LLC
142.	Fieldpoint Investments, LLC
143.	Fieldpoint Investments, LLC
144.	Foothill CL Nominee, LLC
145.	Foxridge Investments, LLC
146.	Foxridge Investments, LLC
147.	Franconia Notch Investments, LLC
148.	Frog Rock Investments, LLC
149.	Fulton Underwood, LLC
150.	Gateshead Investments, LLC
151.	Glenhaven Heights Investments, LLC
152.	Glenn Rich Investments, LLC
153.	Golden Gate Investments, LLC
154.	Golden Mesa Ventures, LLC
155.	Golden Primrose Ventures, LLC
156.	Goose Rocks Investments, LLC
157.	Goosebrook Investments, LLC
158.	Graeme Park Investments, LLC
159.	Grand Midway Investments, LLC
160.	Gravenstein Investments, LLC
161.	Graywater Investments, LLC
162.	Great Sand Investments, LLC
163.	Green Gables Investments, LLC
164.	Grenadier Investments, LLC
165.	Grumblethorpe Investments, LLC
166.	GS Metropolitan Investments, LLC
167.	H1 Silverbaron Holding Company, LLC
168.	H10 Deerfield Park Holding Company, LLC
169.	H11 Silk City Holding Company, LLC
170.	H12 White Birch Holding Company, LLC
171.	H13 Bay Village Holding Company, LLC
172.	H14 Dixville Notch Holding Company, LLC

173.	H15 Bear Brook Holding Company, LLC
174.	H16 Monadnock Holding Company, LLC
175.	H17 Pemigewasset Holding Company, LLC
176.	H18 Massabesic Holding Company, LLC
177.	H19 Emerald Lake Holding Company, LLC
178.	H2 Arlington Holding Company, LLC
179.	H2 Arlington Ridge Holding Company, LLC
180.	H20 Bluff Point Holding Company, LLC
181.	H21 Summerfree Holding Company, LLC
182.	H22 Papirovka Holding Company, LLC
183.	H23 Pinova Holding Company, LLC
184.	H24 Stayman Holding Company, LLC
185.	H25 Elstar Holding Company, LLC
186.	H26 Gravenstein Holding Company, LLC
187.	H27 Grenadier Holding Company, LLC
188.	H28 Black Locust Holding Company, LLC
189.	H29 Zestar Holding Company, LLC
190.	H3 Evergreen Way Holding Company, LLC
191.	H30 Silver Maple Holding Company, LLC
192.	H31 Addison Park Holding Company, LLC
193.	H32 Arborvitae Holding Company, LLC
194.	H33 Hawthorn Holding Company, LLC
195.	H34 Pearman Holding Company, LLC
196.	H34 Pearman Holding Company, LLC
197.	H35 Hornbeam Holding Company, LLC
198.	H36 Sturmer Pippin Holding Company, LLC
199.	H37 Idared Holding Company, LLC
200.	H38 Mutsu Holding Company, LLC
201.	H39 Haralson Holding Company, LLC
202.	H4 Pawtuckaway Holding Company, LLC
203.	H40 Bramley Holding Company, LLC
204.	H41 Grumblethorpe Holding Company, LLC
205.	H42 Hillview Holding Company, LLC
206.	H43 Lenni Heights Holding Company, LLC
207.	H44 Green Gables Holding Company, LLC
208.	H45 Harmony Inn Holding Company, LLC
209.	H46 Beech Creek Holding Company, LLC
210.	H47 Summit Cut Holding Company, LLC
211.	H48 Irondale Inn Holding Company, LLC
212.	H49 Bowman Holding Company, LLC
213.	H5 Chestnut Ridge Holding Company, LLC
214.	H50 Sachs Bridge Holding Company, LLC
215.	H51 Old Carbon Holding Company, LLC
216.	H52 Willow Grove Holding Company, LLC
217.	H53 Black Bass Holding Company, LLC

218.	H54 Seven Stars Holding Company, LLC
219.	H55 Old Maitland Holding Company, LLC
220.	H56 Craven Holding Company, LLC
221.	H57 Cliff Park Holding Company, LLC
222.	H58 Baleroy Holding Company, LLC
223.	H59 Rising Sun Holding Company, LLC
224.	H6 Lilac Meadow Holding Company, LLC
225.	H60 Moravian Holding Company, LLC
226.	H61 Grand Midway Holding Company, LLC
227.	H62 Holmesburg Holding Company, LLC
228.	H63 Dixmont State Holding Company, LLC
229.	H64 Pennhurst Holding Company, LLC
230.	H65 Thornbury Farm Holding Company, LLC
231.	H66 Heilbron Manor Holding Company, LLC
232.	H66 Hellbron Manor Holding Company, LLC
233.	H67 Powel House Holding Company, LLC
234.	H68 Graeme Park Holding Company, LLC
235.	H69 Conneaut Lake Holding Company, LLC
236.	H7 Dogwood Valley Holding Company, LLC
237.	H70 Bishop White Holding Company, LLC
238.	H71 Calendonia Circle Holding Company, LLC
239.	H72 Clementina Park Holding Company, LLC
240.	H73 Glenhaven Heights Holding Company, LLC
241.	H74 Imperial Aly Holding Company, LLC
242.	H75 Pacific Heights Holding Company, LLC
243.	H76 Diamond Cove Holding Company, LLC
244.	H77 New Montgomery Holdiing Company, LLC
245.	H78 Ingleside Path Holding Company, LLC
246.	H79 Atalaya Circle Holding Company, LLC
247.	H8 Melody Lane Holding Company, LLC
248.	H81 Boilling Spring Holding Company, LLC
249.	H81 Golden Gate Holding Company, LLC
250.	H82 Van Ness Holding Company, LLC
251.	H83 Octavia Holding Company, LLC
252.	H83 Seacliff Run Holding Company, LLC
253.	H84 Holly Park Holding Company, LLC
254.	H85 Birchwood Manor Holding Company, LLC
255.	H86 Bonifacio Hill Holding Company, LLC
256.	H86 Hellbron Manor Holding Company, LLC
257.	H87 Copper Sands Holding Company, LLC
258.	H88 Ashburton Way Holding Company, LLC
259.	H89 Vista Verde Holding Company, LLC
260.	H9 Strawberry Fields Holding Company, LLC
261.	H90 Harbor Point Holding Company, LLC
262.	Hackmatack Investments, LLC

263.	Haffenburg Investments, LLC
264.	Haralson Investments, LLC
265.	Harbor Point Investments, LLC
266.	Harlem 136th Street Mortgage, LLC
267.	Harmony Inn Investments, LLC
268.	Harringworth Investments, LLC
269.	Hawthorn Investments, LLC
270.	Hays Investments, LLC
271.	Hazelpoint Investments, LLC
272.	Heilbron Manor Investments, LLC
273.	Hillview Investments, LLC
274.	Holly Park Investments, LLC
275.	Hollyline Holdings, LLC
276.	Hollyline Owners, LLC
277.	Holmesburg Investments, LLC
278.	Hornbeam Investments, LLC
279.	Idared Investments, LLC
280.	ILD Holding Company, LLC
281.	Imperial Aly Investments, LLC
282.	Ingleside Path Investments, LLC
283.	Irondale Inn Investments, LLC
284.	Ironsides Investments, LLC
285.	Ivy Circle, LLC
286.	Js Equity, LLC
287.	Junipero Serra Investments, LLC
288.	Kirkstead Investments, LLC
289.	L1 Luxury Holdings, LLC
290.	Lavender Funding, LLC
291.	Lenni Heights Investments, LLC
292.	Leverett Funding, LLC
293.	Lilac Circle, LLC
294.	Lilac Meadow Investments, LLC
295.	Lilac Valley Investments, LLC
296.	Lincolnshire Investments, LLC
297.	Lockwood Investments, LLC
298.	Lonetree Investments, LLC
299.	Longbourn Investments, LLC
300.	M1 Archstone Holding Company, LLC
301.	M10 Gateshead Holding Company, LLC
302.	M11 Anchorpoint Holding Company, LLC
303.	M12 Bearingside Holding Company, LLC
304.	M13 Cablestay Holding Company, LLC
305.	M14 Crossbeam Holding Company, LLC
306.	M15 Doubleleaf Holding Company, LLC
307.	M16 Kirkstead Holding Company, LLC

308.	M17 Lincolnshire Holding Company, LLC
309.	M18 Twin Pier Holding Company, LLC
310.	M19 Arrowpoint Holding Company, LLC
311.	M2 Caisson Holding Company, LLC
312.	M20 Bowstring Holding Company, LLC
313.	M21 Crestmark Holding Company, LLC
314.	M22 Drawspan Holding Company, LLC
315.	M23 Sightline Holding Company, LLC
316.	M24 Fieldpoint Holding Company, LLC
317.	M25 Centershot Holding Company, LLC
318.	M26 Archivolt Holding Company, LLC
319.	M27 Brise Soleil Holding Company, LLC
320.	M28 Broadsands Holding Company, LLC
321.	M29 Brynderwen Holding Company, LLC
322.	M3 Cantilever Holding Company, LLC
323.	M30 Calder Grove Holding Company, LLC
324.	M31 Cannington Holding Company, LLC
325.	M32 Dollis Brook Holding Company, LLC
326.	M33 Harringworth Holding Company, LLC
327.	M34 Quarterpost Holding Company, LLC
328.	M35 Saddlemount Holding Company, LLC
329.	M36 Springline Holding Company, LLC
330.	M37 Topchord Holding Company, LLC
331.	M38 Pemberley Holding Company, LLC
332.	M39 Derbyshire Holding Company, LLC
333.	M4 Sidespar Holding Company, LLC
334.	M40 Longbourn Holding Company, LLC
335.	M41 Silverthorne Holding Company, LLC
336.	M42 Orchard Mesa Holding Company, LLC
337.	M43 White Dome Holding Company, LLC
338.	M44 Wildernest Holding Company, LLC
339.	M45 Clover Basin Holding Company, LLC
340.	M46 Owl Ridge Holding Company, LLC
341.	M47 Bellmire Holding Company, LLC
342.	M48 Vallecito Holding Company, LLC
343.	M49 Squaretop Holding Company, LLC
344.	M5 Stepstone Holding Company, LLC
345.	M50 Wetterhorn Holding Company, LLC
346.	M51 Coffee Creek Holding Company, LLC
347.	M52 Lockwood Holding Company, LLC
348.	M53 Castle Pines Holding Company, LLC
349.	M54 Lonetree Holding Company, LLC
350.	M55 Great Sand Holding Company, LLC
351.	M56 Haffenburg Holding Company, LLC
352.	M57 Ridgecrest Holding Company, LLC

353.	M58 Springvale Holding Company, LLC
354.	M59 Casper Falls Holding Company, LLC
355.	M6 Trestlewood Holding Company, LLC
356.	M60 Thunder Basin Holding Company, LLC
357.	M61 Mineola Holding Company, LLC
358.	M62 Sagebrook Holding Company, LLC
359.	M63 Crowfield Holding Company, LLC
360.	M64 Hays Holding Company, LLC
361.	M65 Phillipsburg Holding Company, LLC
362.	M66 Wonderview Holding Company, LLC
363.	M67 Mountain Spring Holding Company, LLC
364.	M68 Goosebrook Holding Company, LLC
365.	M69 Foxridge Holding Company, LLC
366.	M7 Breckenridge Holding Company, LLC
367.	M70 Pinney Holding Company, LLC
368.	M71 Eldredge Holding Company, LLC
369.	M72 Daleville Holding Company, LLC
370.	M73 Mason Run Holding Company, LLC
371.	M74 Varga Holding Company, LLC
372.	M75 Riley Creek Holding Company, LLC
373.	M76 Chaplin Holding Company, LLC
374.	M77 Frog Rock Holding Company, LLC
375.	M78 Graywater Holding Company, LLC
376.	M79 Chestnut Company, LLC
377.	M8 Crosskeys Holding Company, LLC
378.	M80 Hazelpoint Holding Company, LLC
379.	M81 Boiling Spring Holding Company, LLC
380.	M82 Winnesquam Holding Company, LLC
381.	M82 Winnisquam Holding Company LLC
382.	M83 Mt. Holly Holding Company, LLC
383.	M84 Pembroke Academy Holding Company, LLC
384.	M85 Glenn Rich Holding Company, LLC
385.	M86 Steele Hill Holding Company, LLC
386.	M87 Hackmatack Hills Holding Company, LLC
387.	M88 Franconia Notch Holding Company, LLC
388.	M89 Mount Washington Holding Company, LLC
389.	M9 Donnington Holding Company, LLC
390.	M90 Merrimack Valley Holding Company, LLC
391.	M91 Newville Holding Company, LLC
392.	M92 Crystal Woods Holding Company, LLC
393.	M93 Goose Rocks Holding Company, LLC
394.	M94 Winding Road Holding Company, LLC
395.	M95 Pepperwood Holding Company, LLC
396.	M96 Lilac Valley Holding Company, LLC
397.	M97 Red Woods Holding Company, LLC

398.	M98 Elm City Holding Company, LLC
399.	M99 Ironsides Holding Company, LLC
400.	Mandevilla Circle, LLC
401.	Mason Run Investments, LLC
402.	Massabesic Investments, LLC
403.	Melody Lane Investments, LLC
404.	Mercer Vine, LLC
405.	Merrimack Valley Investments, LLC
406.	Mesa Glen Enterprises, LLC
407.	Mesa Glen Holding Company, LLC
408.	Mesquite Funding, LLC
409.	Midland Loop Enterprises, LLC
410.	Midland Loop Loan, LLC
411.	Mineola Investments, LLC
412.	Monadnock Investments, LLC
413.	Moravian Investments, LLC
414.	Mount Washington Investments, LLC
415.	Mountain Spring Investments, LLC
416.	Mt. Holly Investments, LLC
417.	Mutsu Investments, LLC
418.	New Montgomery Investments, LLC
419.	Newville Investments, LLC
420.	Old Carbon Investments, LLC
421.	Old Maitland Investments, LLC
422.	Orchard Mesa Investments, LLC
423.	Owl Ridge Investments, LLC
424.	Pacific Heights Investments, LLC
425.	Papirovka Investments, LLC
426.	Pawtuckaway Investments, LLC
427.	Pearmain Investments, LLC
428.	Pemberley Investments, LLC
429.	Pembroke Academy Investments, LLC
430.	Pemigewasset Investments, LLC
431.	Pennhurst Investments, LLC
432.	Pepperwood Investments, LLC
433.	Phillipsburg Investments, LLC
434.	Pinney Investments, LLC
435.	Pinova Investments, LLC
436.	Powel House Investments, LLC
437.	Quarterpost Investments, LLC
438.	Red Woods Investments, LLC
439.	Ridgecrest Investments, LLC
440.	Riley Creek Investments, LLC
441.	Rising Sun Investments, LLC
442.	Riverdale Funding, LLC

443.	Roscoe Blvd. Investments, LLC
444.	RS Protection Trust
445.	SAC Aspen Acquisition, LLC
446.	SAC Holding Company of Aspen, LLC
447.	SAC Management, LLC
448.	Sachs Bridge Investments, LLC
449.	Saddlemount Investments, LLC
450.	Sagebrook Investments, LLC
451.	Schwartz Direct Media, LLC
452.	Schwartz Media Buying Company, LLC
453.	Schwartz Media Holding, LLC
454.	Seacliff Run Holding Company, LLC
455.	Seven Star Investments, LLC
456.	Seven Stars Investments, LLC
457.	Sidespar Investments, LLC
458.	Sightline Investments, LLC
459.	Silk City Investments, LLC
460.	Silver Maple Investments, LLC
461.	Silverbaron Investments, LLC
462.	Silverleaf Funding, LLC
463.	Silverthorne Investments, LLC
464.	Springline Investments, LLC
465.	Springvale Investments, LLC
466.	Squaretop Investments, LLC
467.	Stayman Investments, LLC
468.	Steele Hill Investments, LLC
469.	Stepstone Investments, LLC
470.	Stover Real Estate Partners, LLC
471.	Strawberry Fields Investments, LLC
472.	Sturmer Pippin Investments, LLC
473.	Suffield Funding, LLC
474.	Summerfree Investments, LLC
475.	Summit Cut Investments, LLC
476.	Texas Co-Lenders 01, LLC
477.	Thornbury Farm Investments, LLC
478.	Thunder Basin Investments, LLC
479.	Tillinghast Investments, LLC
480.	Topchord Investments, LLC
481.	Trestlewood Development, LLC
482.	Twin Pier Investments, LLC
483.	U Street Holdings, LLC
484.	VA Properties, LLC
485.	Vallecito Investments, LLC
486.	Van Ness Investments, LLC
487.	Varga Investments, LLC

488.	Vista Verde Investments, LLC
489.	Wall 123, LLC
490.	Wall 1234, LLC
491.	West 134th Street Investments, LLC
492.	West 134th Street, LLC
493.	Wetterhorn Investments, LLC
494.	White Birch Investments, LLC
495.	White Dome Investments, LLC
496.	Whiteacre Funding, LLC
497.	Wilderness Investments, LLC
498.	Willow Grove Investments, LLC
499.	Winding Road Investments, LLC
500.	Winnesquam Investments, LLC
501.	Winnisquam Investments LLC
502.	Wintercross Funding, LLC
503.	Wisteria Funding LLC
504.	Wonderview Investments, LLC
505.	Woodbridge Baric Pre-Settlement Investments, LLC
506.	Woodbridge Construction Loan Fund 1, LLC
507.	Woodbridge Construction Loan Fund 2, LLC
508.	Woodbridge Crowdfunding 1, LLC
509.	Woodbridge Custom Homes Holding, LLC
510.	Woodbridge Custom Homes, LLC
511.	Woodbridge Guarantee Holding, LLC
512.	Woodbridge Guarantee, LLC
513.	Woodbridge Investments, LLC
514.	Woodbridge Lending Fund 1, LLC
515.	Woodbridge Luxury Homes of California, Inc.
516.	Woodbridge Luxury Homes, LLC
517.	Woodbridge Management Company, LLC
518.	Woodbridge Mezzanine Fund 1, LLC
519.	Woodbridge Mezzanine Fund 2, LLC
520.	Woodbridge Pre-Settlement Funding 2, LLC
521.	Woodbridge Pre-Settlement Funding, LLC
522.	Woodbridge Realty of Colorado, LLC
523.	Woodbridge Servicing Company, LLC
524.	Woodbridge Structured Funding, LLC
525.	Woodport News Holding Company, LLC
526.	Zestar Investments, LLC

Current officers and directors, board members of the Debtors and individuals who have served as officers or directors of the Debtors in the past two years	
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1.	Robert Shapiro
2.	Robert Reed

3.	Nina Pedersen
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Debtors' prepetition and postpetition secured lenders, advisors and counsel	
Potential DIP Lenders	
1.	The Hankey Group
2.	Don Hankey
3.	Westlake Financial Services
Other Secured Lenders	
1.	805 Nimes Place, LLC
2.	Ashley Land, LLC
3.	Tintarella, LLC
Counsel	
1.	Buchalter
2.	

Top 30 Unitholders	
1.	Archie R. and Dani N. Beckett
2.	Ironbridge Asset Fund 2 LLC
3.	Ironbridge Asset Fund LLC
4.	Nelson FLP
5.	Prov. Tr Gp-FBO Larry Logero IRA
6.	Raymond C. & Cydnei K Blackburn
7.	Schwartz Media Buying Company, LLC
8.	Alfred S. and Gail E. Malianni RLT 3/27/14
9.	Mainstar Tr-FBO Donald M. Cooper T2175043
10.	Usama Sabry Awad Halim
11.	Mainstar Tr-FBO Raymond C. Blackburn
12.	Oliver Andrew Entine 1984 Tr
13.	The Gerald Entine 1988 Family Trust
14.	Ramah Navajo Chapter
15.	Prov. Tr Gp-FBO Ellis W. Presson IRA
16.	Joseph G. Poehler
17.	Ironbridge Asset Fund 1 LLC
18.	Mainstar-FBO James Fodor T2176917
19.	Prov. Tr Gp-FBO James Krupka IRA
20.	The Stone Living Trust
21.	Dr. Vikram Patel
22.	Prov. Tr Gp-FBO Maxim Insurance Group ICA
23.	Haynes FT
24.	Vertex Property Holdings LLC
25.	The Kwan FT Dtd 02/24/89
26.	Prov. Tr Gp-FBO Robert P. Regner IRA

Top 30 Unitholders	
27.	Mainstar Tr-FBO Brian Millyard
28.	Sarah Kaufman Rev Trust #3
29.	Prov. Tr Gp-FBO Evan Brodie IRA
30.	Joseph C. Hull

Parties relating to known litigation matters involving the Debtors	
Litigation	
1.	8 Figures LLC
2.	16 Hicks Lane Holding Corp
3.	42-21 214th Realty LLC
4.	91 LLC
5.	4550 Real Estate, LLC
6.	461 New Lots Avenue, LLC
7.	Alvarez, Sylvia C.
8.	Anvil Steel Corporation
9.	Atlantic Home Capital Corp.
10.	Atlantis National Services, Inc.
11.	Balayan, Diana
12.	Balayan, Lianna
13.	Baldwin, Heather
14.	Battaglia, Matteo, individually and as Trustee of the Matteo Battaglia Trust Dated June 15, 2004
15.	Beeman Studio City, LLC
16.	Biscardi, Robert
17.	Boreal Water Collections, Inc.
18.	Burns, Bob
19.	Busljeta, Renato
20.	Campbell, James E., Jr.
21.	Caskey, Ronald E.
22.	Cham
23.	Chicago Title Land Trust Company, not individually, but as trustee u/t/a dated May 1, 2009 and known as Trust #8002352808
24.	Citibank NA
25.	Criminal Court of the City of New York
26.	Dale, Julia
27.	Desiena, Susan
28.	Disanza, Felice
29.	Ditrapani Esq., Matthew
30.	Domus Appraisals
31.	Dunn, Boyd
32.	Ebrahimzadeh, David
33.	Entine, Oliver

Parties relating to known litigation matters involving the Debtors	
34.	Envirocare, LLC
35.	ERC I, LLC
36.	Forese, Tom
37.	Fred Martin Floors, Inc.
38.	French, James
39.	GCP Maui, LLC
40.	Golden Esq., David E.
41.	Gorgian, Issac
42.	Haight Brown & Bonesteel LLP
43.	Hashemi, Mogjan
44.	Hosseini, Robert
45.	Humphries, Antoine
46.	J & NM Properties of NC, LLC
47.	Jeanrenaud, Barbara
48.	Jeanrenaud, Henri
49.	Jeff Bank f/k/a The First National Bank of Jeffersonville
50.	John, Desmond
51.	Johnson, Brad
52.	Kaplan Esq., Bart
53.	Kaplan Esq., Jared
54.	Kaplan Kaplan & DiTrapani LLP
55.	Kendil, Moshe
56.	Khoury Family Trust, The
57.	Krinos Venture Capital Co.
58.	Law Offices of Spitalnic Law Firm P.C.
59.	Leavitt Esq., Jeffrey H.
60.	Levy Holding & Trust, LLC
61.	Levy, Clynt Allen a/k/a Clynt Levy
62.	Loyola, Kaila Alana
63.	LTF 55 Properties, LTD
64.	Luxury Properties & Interiors, LLC
65.	McConville, Mona
66.	McConville, Randolph
67.	McGuire, Timothy C.
68.	McInerney Jr, Ronald
69.	Murray, William J. , Esq. as Deputy Director and General Counsel of New York State Division of Lottery
70.	New York City Environmental Control Board
71.	New York State Division of the Lottery
72.	NY State Department of Taxation and Finance
73.	Old Republic National Title Insurance Co.
74.	Oloa, Francois
75.	Olson, Justin
76.	Owen, Donald

Parties relating to known litigation matters involving the Debtors	
77.	Partners 95
78.	Pettys, Michael
79.	Purcell, James Hammond
80.	Quontic Bank
81.	RCN Capital Funding, LLC
82.	Renval Construction LLC
83.	Rome, Gerald, Commissioner of Colorado Division of Securities
84.	Rosenberg
85.	Sabharwal, Gunit S.
86.	Saul, Eric
87.	Senn, Esq., Kevin J.
88.	Sent, Fernieda
89.	Shapiro, Robert
90.	Shulamit Namdar a/k/a Shoula Namdar
91.	Sparks, Shawn
92.	Spitalnic Esq., Daniel
93.	Sterling National Bank
94.	Sunshine, Nancy T
95.	Tashvighi, Arash
96.	Thatcher, Vanessa
97.	The Law Firm of Adam Kalish, P.C.
98.	The Russell A. Racette Jr. Living Trust
99.	Tobin, Andy
100.	Trustee Mark Rosenberg, Esq.
101.	Twelve Bee Corporation, LLC
102.	U.S. Securities and Exchange Commission
103.	Universal Debt Services, Inc.
104.	Vanderburgh County Treasurer
105.	Vision Developers & Associates, Inc.
106.	Wade
107.	Warren Lex LLP
108.	Warren Lex LLP
109.	Zeze Food Corporation
110.	16 Hicks Lane Holding Corp

The Debtors' 32 largest unsecured creditors (who are not insiders) on a consolidated basis as identified in their chapter 11 petitions - Noteholders	
1.	Michael Weiner MD PA Prof Sharing Plan
2.	Clayton Capital Investments Corp.
3.	Rosewood Capital Investments Inc.
4.	Harry Breyer RLT
5.	Bad Riv Band LK Sup Chippewa Indians
6.	GS Metro Investments

The Debtors' 32 largest unsecured creditors (who are not insiders) on a consolidated basis as identified in their chapter 11 petitions - Noteholders	
7.	James A Lochtefeld
8.	Jara Group II
9.	Jara Group II LLC
10.	Lynne Friend
11.	Jesse Randle
12.	Leonard Shemtob
13.	Oliver Andrew Entine 1984 Trust
14.	Max & Shelia Humbert
15.	Gerald D. & Elizabeth J. Sjaastad
16.	Provident-Doug E Onesko IRA
17.	Mainstar-Bruce Semeria TW003685
18.	Daniel J. & Linda J. Valentino
19.	Evers Dairy
20.	Rodney Black
21.	Provident-Jackways D. Kesling INH IRA
22.	Mainstar-James Fodor T2176917
23.	Norma Weiner Living Trust dated 11/13/13
24.	Barry A. Wiener
25.	Christensen Livestock Co. LLP
26.	June D. Lindsey
27.	Marlene & Maurice Mallah RLT
28.	Mary Beth Serafano T2177816
29.	Randy & Ester Schreffler
30.	Richard L Feller
31.	The Eddan Restructured Sales TR
32.	William E. Lindsey

The Debtors' 30 largest unsecured creditors (who are not insiders) on a consolidated basis as identified in their chapter 11 petitions – Vendors	
1.	G3 Group
2.	Dane Coyle Custom Homes Inc.
3.	Builder's Team
4.	City of Los Angeles
5.	Janckila Construction Inc.
6.	Los Angeles County Tax Collector-54018
7.	Los Angeles County Tax Collector-60186
8.	OHS Design & Development LLC
9.	The I-Grace Company
10.	KAA Design Group Inc.
11.	Los Angeles Department of Water and Power
12.	John Labib & Associates
13.	Alba Environmental Services Inc.
14.	BT Construction & Development
15.	Boswell Construction
16.	HM DG Inc.
17.	Studio Tim Campbell
18.	Plus Development LLC
19.	A Logan Insurance Brokerage
20.	Walker Workshop Design Build
21.	Standard LLP
22.	Studiomk27 Arquitetos I TDA
23.	Javid Construction, Inc.
24.	Bulli Corporation
25.	Crest Real Estate LLC
26.	Jeffer Mangels Butler & Mitchell LLP
27.	Novack Burnbaum Crystal LLP
28.	Good Panda Landscape LLC
29.	WDR Contracting
30.	Trees 'n Scapes Unlimited

Critical Vendors (not listed on Top 30 Largest Unsecured Creditors - Vendors)	
1.	Vicente Ramirez
2.	Ofelia Gutierrez
3.	George Barajas
4.	GFS Construction Inc.
5.	Jorge Flores
6.	Jose E. Rascon
7.	Meyer Davis Studio inc.
8.	Pero Alberto Viera
9.	Roberto Lopez
10.	Titan Contracting Services
11.	Woods + Dangaran

The Debtors' other professionals	
1.	Boies, Schiller & Flexner LLP

The Debtors' landlords	
1.	14140 Investment, LTD
2.	Garden First Center, LLC
3.	GPR1 LLC
4.	Kayline, LLC
5.	NN, Inc.
6.	Seidel & Shaw Realty Holding, LLC
7.	SMP LLC

Government and Regulatory Agencies	
1.	Borough of Litchfield – Tax Collector
2.	City of Beverly Hills – Permits
3.	City of Los Angeles
4.	City of Los Angeles – Brush Clearance
5.	City of Los Angeles – Bureau of Engineering
6.	City of Los Angeles – Permits
7.	City of Menasha
8.	City of New York – Department of Buildings
9.	City of New York – Department of Finance
10.	City of New York – Finance Commissioner
11.	City of Portsmouth
12.	Columbus – City Treasurer
13.	Cook County Treasurer
14.	County of Maui

Government and Regulatory Agencies	
15.	Dekalb County Tax Commissioner
16.	Delaware Department of the Treasury
17.	Delaware Division of Revenue, Dept of Taxation
18.	Department of Finance
19.	Donald X. Clavin, Jr.
20.	Eagle County Treasurer
21.	Franchise Tax Board
22.	Garfield County Treasurer
23.	Judith Linder Tax Collector
24.	Los Angeles County Tax Collector
25.	Lower Merion Township, Tax Collector
26.	Maricopa County Treasurer
27.	Nassau County Treasurer
28.	Office of Tax & Revenue Real Property
29.	Pitkin County Treasurer
30.	Portsmouth City Treasurer
31.	St. Clair County Clerk
32.	St. Clair County Collector
33.	Tax Claim Bureau
34.	Town of Camden
35.	Town of Carbondale
36.	Town of Litchfield – Tax Collector
37.	Vanderburgh County Treasurer
38.	Village of Dolton
39.	Wharton County Tax Office

Utility Providers	
1.	Associated Utility Services
2.	AT&T – CA
3.	Athens Services
4.	Black Hills Energy
5.	Centurylink
6.	City of Beverly Hills – Utility
7.	City of Chicago – Water
8.	City of Chicago – Dept. of Finance
9.	City of Chicago – Water
10.	City of Glenwood Springs
11.	City of Los Angeles - Department of Water and Power
12.	Comcast Cable
13.	ComEd
14.	Consolidated Edison Company of NY Inc.
15.	Dominion Energy Virginia
16.	Dominion Virginia Power

Utility Providers	
17.	Excel Energy
18.	Fox Crossing Utilities
19.	Frontier
20.	Georgia Power
21.	Holy Cross Energy
22.	HRSD
23.	Las Virgenes Water District
24.	Mid Valley Metropolitan District
25.	Mountain Waste & Recycling
26.	New York City Water Board
27.	PPL Electric Utilities
28.	Reliant
29.	Republic Services #902
30.	Roaring Fork Water & Sanitation District
31.	Shenandoah Valley Electric Cooperative
32.	Snowmass Water & Sanitation
33.	Snowmass Wildfire Protection District
34.	SoCal Waste, Inc.
35.	Southern California Edison
36.	Southern California Gas Company
37.	Starwood Metropolitan District
38.	The Gas Company
39.	Time Warner Cable
40.	Town of Carbondale
41.	Town of Menasha Utility District
42.	Town of Snowmass Village Public Works
43.	Waste Management
44.	Waste Management – Sun Valley
45.	WE Energies
46.	White Horse Springs Water & Sanitation
47.	Xcel Energy

The Debtors' insurers and insurance brokers	
1.	Blackburn Tabb Insurance
2.	Braishfield Associates Inc.
3.	Farmers Insurance Exchange
4.	Farmers Insurance Group
5.	First Insurance Funding Corp.
6.	John D Bell
7.	Kar Insurance
8.	Levitt-Fuirst Assoc Ltd.
9.	Nationwide Insurance
10.	NFP Property & Casualty Services

The Debtors' insurers and insurance brokers	
11.	Travelers
12.	United States Liability Insurance Co.
13.	US Assure Insurance Services of FL Inc.
14.	Wright National Flood Insurance Company

Parties to material executory contracts	
1.	[TO COME]
2.	
3.	
4.	

Professionals to be employed by the Debtors in the Chapter 11 Cases	
1.	Gibson, Dunn & Crutcher LLP
2.	SierraConstellation Partners LLC Lawrence Perkins
3.	Young Conaway Stargatt & Taylor, LLP
4.	Garden City Group
5.	Homer Bonner Jacobs
6.	Moelis & Company LLC

Employees in U.S. Trustee's Office, District of Delaware	
1.	Attix, Lauren
2.	Buchbinder, David
3.	Casey, Linda
4.	Dice, Holly
5.	Dortch, Shakima L.
6.	Fox, Timothy J., Jr.
7.	Giordano, Diane
8.	Green, Christine
9.	Hackman, Benjamin
10.	Heck, Jeffrey
11.	Keilson, Bryan
12.	Kenney, Mark
13.	Leamy, Jane
14.	McCollum, Hannah M.
15.	O'Malley, James R.
16.	Panacio, Michael
17.	Sarkessian, Juliet
18.	Schepacarter, Richard
19.	Serrano, Edith A.
20.	Starr, Karen
21.	Tinker, T. Patrick
22.	Vinson, Ramona
23.	Weissgerber, Jaclyn
24.	West, Michael
25.	Wynn, Dion

U.S. Bankruptcy Court Judges, District of Delaware	
1.	The Hon. Kevin J. Carey
2.	The Hon. Kevin Gross
3.	The Hon. Brendan L. Shannon
4.	The Hon. Laurie Selber Silverstein
5.	The Hon. Christopher S. Sontchi

6.	The Hon. Mary F. Walrath
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Debtors' Bank Accounts	
1.	United Bank

Top 42 Investors for WMIF 1	
1.	Clayton Capital Investments Corp
2.	Rosewood Capital Investments Inc.
3.	Jesse Randle
4.	Leonard Shemtob
5.	Jeffrey & Mary Morsch LT 08/26/10
6.	Prov. Tr Gp-FBO George L Bathory IRA
7.	Daniel K. & Lisa M. Lind
8.	Edward & Jennifer Goldbaum
9.	Mainstar-FBO Michael J Seely
10.	Maria R Murray second it C Murray Ttee
11.	Evelyn M Slifer
12.	Karnail Singh
13.	Eastridge family Irrev Tr
14.	Temple Investment Tr
15.	Tim & Lauren M West
16.	Bentley Family Holdings LLC
17.	Betty Lou Harvey Tr Dtd 04/10/96
18.	Brian & Anita Martin Ft
19.	Bruce W Eley Rt Dtd 04/14/16
20.	Christina L & Kevin P Hart
21.	Corrie Kundert
22.	Darold N & Margaret S Allen
23.	Dewey & Sharlene Steele
24.	Evelyn & Carl Newmark Tr
25.	Floyd Cline
26.	Huseyin Bekirov
27.	James A & Helen L Paltzer
28.	John J & Ellen M Schvetz
29.	Joseph H Harer Ft
30.	Joy Miller
31.	Kenneth L & Kelley A Pilgrim
32.	Knowles Foundation Inc
33.	Lauren West Tr Utd 12/11/12
34.	Leland Wolford
35.	Michael D & Mary Kay Heimback
36.	Myrna & Alexander Benda
37.	Prov. Tr Gp-FBO David W Mobley IRA

38.	Prov. Tr Gp-FBO Edward E Shuret IRA
39.	Sarah Kaufman Rlt
40.	Sarah Y Smith
41.	The Moscovitch Family Irrev Tr
42.	The Wilfred & Bernice Skvarch Tr 08/04/05

Top 25 Investors for WMIF 2	
1.	Jesse Randle
2.	Rosewood Capital Investments Inc
3.	Clayton Capital Investments Corp
4.	Leonard Shemtob
5.	Final Frontier Ventures LLC
6.	IRA Svcstr Co-cFBO Andrew M Antonio IRA
7.	Mainstar-FBO William J Spirka
8.	Edward Antonio
9.	Roslyn Bobenchik
10.	Mainstar-FBO Dennis Michael Murphy
11.	Mainstar-FBO Domingos Fernandes
12.	Anje Shein Rt
13.	Harry Breyer Rlt
14.	Mcconnell Crt 08/94 Ua 08/26/94
15.	Prov. Tr Gp-FBO Bernard A Naiman IRA
16.	Sanford & Laura Stern Rt 11/05/92
17.	Stephen T Scott
18.	Roque & Elvira Gonzales
19.	Donald P Stiers
20.	Lynne Friend
21.	Michael Weiner Md Pa Prof Sharing Pln
22.	Shirley Larsen
23.	Prov. Tr Gp-FBO Randal K Garrett IRA
24.	Prov. Tr Gp-FBO Arnold L Berman IRA
25.	IRA Svcstr Co-cFBO Kenneth G Walls IRA

Top 29 Investors for WMIF 3	
1.	Mainstar-FBO Mary Beth Serafano
2.	Randy & Ester Schreffler
3.	The Gary Lee Fite Rt Dtd 10/13/09
4.	William E Lindsey
5.	Michael Weiner Md Pa Prof Sharing Pln
6.	Lisa M Shelley
7.	Victoria Entine 1984 Tr
8.	Prov. Tr Gp-FBO Jackways D Kesling Inh IRA
9.	Harry Breyer Rlt

10.	James A Lochtefeld
11.	Susan Peck-Zirpolo
12.	Prov. Tr Gp-FBO Kim M Onesko IRA
13.	Herczog Ft
14.	Mainstar-FBO James Andrew Street
15.	Xiao Qing Wang
16.	Lowell S Peterson
17.	Prov. Tr Gp-FBO Doug E Onesko IRA
18.	Prov. Tr Gp-FBO John C Keith IRA
19.	Jara Group II LLC
20.	Mainstar-FBO Steven Krol
21.	Larita Kay Merrick
22.	Broad Insights 401k FBO J G Wiginton III
23.	Charles E & Shirley J Anderson
24.	Gary O & Patricia M Post
25.	Gs Metro Investments
26.	Jay Beynon Ft Dtd 10/23/98
27.	Randall Leon Ford It
28.	Robert M & Leann M Rowe
29.	Mainstar-FBO Mary Beth Serafano

Top 25 Investors for WMIF 3A	
1.	Bad Riv Band Lk Sup Chippewa Indians
2.	Gs Metro Investments
3.	Michael Weiner Md Pa Prof Sharing Pln
4.	Harry Breyer Rlt
5.	Hershey & Freda Bowers
6.	June D Lindsey
7.	Robert E & Norma J Rowe
8.	The Gary Lee Fite Rt Dtd 10/13/09
9.	Rosewood Capital Investments Inc
10.	Robert L Schattner Tr
11.	Gerald D & Elizabeth J Sjaastad
12.	Craig A Mcfoy
13.	Heidi Politi
14.	Prov. Tr Gp-FBO James Wheeler IRA
15.	John J & Joan E O'neill
16.	Max & Shelia Humbert
17.	Clayton Capital Investments Corp
18.	Prov. Tr Gp-FBO Clyde Done IRA
19.	Daniel J & Linda J Valentino
20.	David Masao Mayeda
21.	The Ronald E Myrick Sr Rlt Dtd 02/12/07
22.	Leonard & Sandra Cameron

23.	William D Henry
24.	Mainstar-FBO Phillip Strong
25.	Elizabeth J & Gerald D Sjaastad

Top 25 Investors for WMIF 4	
1.	Michael Weiner MD PA of Sharing Pln
2.	Robert E & Norma J Rowe
3.	The Eddan Restructured Sales Tr
4.	Mainstar-FBO Bruce Semeria
5.	Friends of Travis Fisher House
6.	Prov. Tr Gp-FBO Gary Lee Fite IRA
7.	Wiener FT
8.	Mainstar-FBO Mark Poulson
9.	IRA Svcs Tr Co-CFBO James Webre IRA
10.	Marlene & Maurice Mallah Rlt
11.	Elizabeth M Geller Tr
12.	Barry A Wiener
13.	FHR Inc.
14.	Mainstar-FBO James Fodor
15.	Sidney H Geller Tr
16.	Ann Hardin Ford Tr
17.	Daniel J & Linda J Valentino
18.	Lynne Friend
19.	Mainstar-FBO Denelle C Bentley
20.	Mainstar-FBO Marshall D Ogden
21.	Mainstar-FBO Doreen Riccinto
22.	Max & Shelia Humbert
23.	IRA Svcs Tr Co-CFBO Charlotte Woolard Inh
24.	Monica & Lawrence Laclair
25.	Rodney Black

SCHEDULE 2

Disclosures

Professionals Representing DSI, a Member of DSI in a Fiduciary Capacity, or a Mutual Client

Akerman, LLP
Buchalter, A Professional Corporation
DLA Piper
Felderstein Fitzgerald Willoughby & Pascuzzi LLP
McCarter & English, LLP
Morris, Nichols, Arsht & Tunnell LLP
Pachulski Stang Ziehl & Jones
Pepper Hamilton, LLP
Richards, Layton & Finger, P.A.
SulmeyerKuptez
Young Conaway Stargatt & Taylor, LLP

Professionals with Adverse or Non-Representational Role in a Mutual Case

Akerman, LLP
Buchalter, A Professional Corporation
DLA Piper
Felderstein Fitzgerald Willoughby & Pascuzzi LLP
Gibson, Dunn & Crutcher, LLP
Pachulski Stang Ziehl & Jones
Venable, LLP

Other Entities with Adverse or Non-Representational Role in a Mutual Case

Chicago Land Title Trust Company
Citibank
Old Republic National Title Insurance Company
Sterling National Bank
U.S. Securities and Exchange Commission

EXHIBIT B

DSI Engagement Agreement



Development Specialists, Inc.

Advisory and Fiduciary Services • Corporate Restructuring and Workouts • Interim Management • Insolvency Services

February 2, 2018

Board of Directors
Woodbridge Group of Companies, LLC

Re: Development Specialists, Inc. ("DSI")
Retention and Letter of Engagement

Dear Messrs. Reiss, Goldberg and Nevins:

Please accept this letter as our firm's formal written agreement (the "Agreement"), effective January 26, 2018, to name Bradley D. Sharp of DSI as Chief Restructuring Officer ("CRO") of WGC Independent Manager, LLC ("WGC Independent Manager"), and for DSI to provide additional personnel, with respect to restructuring support services to the Woodbridge Group of Companies, LLC and related entities (the "Company" or the "Debtor"). In this position, our firm's role will be to provide the following services to the Company:

Section 1 – Scope of Work

DSI's role will be to provide the following services to the Company:

- a. Bradley D. Sharp will act as the Debtor's CRO.
- b. As CRO, Mr. Sharp will assume control of the Debtor's restructuring and direct the Company with respect to its bankruptcy and the bankruptcy of its related entities.
- c. Mr. Sharp will report to the independent managers and will comply with the Debtor's corporate governance requirements.
- d. Mr. Sharp will also report to the Debtor's Chief Executive Officer ("CEO") to ensure the CEO receives the support required to fulfill his function while avoiding duplication of effort.
- e. As directed by the independent managers, the CRO will be responsible for the implementation and prosecution of the Chapter 11 Cases, including negotiations with creditors, reconciliation of claims and confirmation of a plan.
- f. Provide other personnel of DSI ("Additional Personnel") to provide restructuring support services as requested by the independent managers and the CEO.
- g. Provide other services which may include:
 - a. assisting the Debtor in the preparation of financial disclosures required by the Court, including the Schedules of Assets and Liabilities, the Statements of Financial Affairs and Monthly Operating Reports;
 - b. advising and assisting the Debtor, the Debtor's legal counsel and other professionals in responding to third party requests;

LOS ANGELES

333 South Grand Avenue, Suite 4070 • Los Angeles, California 90071-1544 • Telephone: 213.617.2717 • Fax: 213.617.2718 • www.dsi.biz

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Woodbridge Group of Companies, LLC
February 2, 2018
Page 2

- c. attending meetings and assisting in communications with parties in interest and their professionals, including the Debtor's secured lenders, any official committee(s) appointed pursuant to the Bankruptcy Code, and the Office of the United States Trustee (the "U.S. Trustee"); and
- d. providing litigation advisory services with respect to accounting matters, along with expert witness testimony on case related issues.
- e. Render such other general business consulting or such other assistance as the Company may deem necessary and which are consistent with the role of a financial advisor and not duplicative of services provided by other professionals in this case.
- f. DSI will submit its evaluations and analyses pursuant to this Agreement in periodic oral and written reports. Such reports are intended to and shall constitute privileged and confidential information and shall constitute your property.

Section 2 – Rates, Invoicing and Retainer

A number of DSI's personnel have experience in providing restructuring support services and may be utilized by DSI and/or Mr. Sharp in this representation. Although others of our staff may also be involved, we have listed below certain of the DSI personnel (along with their corresponding billing rates) who would likely constitute the core group for this matter. The individuals are:

Bradley D. Sharp	\$640.00/hr.
R. Brian Calvert	\$630.00/hr.
Thomas P. Jeremiassen	\$550.00/hr.
Eric J. Held	\$485.00/hr.
Nickolas R. Troszack	\$480.00/hr.
Matthew P. Sorenson	\$410.00/hr.
Spencer G. Ferrero	\$300.00/hr.
Daniel Ungheanu	\$290.00/hr.

The above rates are adjusted as of January 1 of each year to reflect advancing experience, capabilities, and seniority of our professionals as well as general economic factors.

DSI also will be entitled to reimbursement for its reasonable costs and expenses. Such costs and expenses may include, among others, charges for messenger services, photocopying, travel expenses, long distance telephone charges, postage and other charges customarily invoiced by consulting firms. Airfare for international flights will be charged at the business class fare.

This Agreement shall be presented to the appropriate Court for approval and continuation, pursuant to Bankruptcy Code Section 363 and DSI's then-prospective obligations shall be contingent upon such approval.

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February 2, 2018
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Section 3 – Termination

Either the Company or DSI may terminate this Agreement for any reason with five (5) business days' written notice; provided however, the Company shall be obligated, in accordance with any orders of or procedures established by the Court, to pay and/or reimburse DSI all fees and expenses accrued under this Agreement as of the effective date of the termination.

Section 4 – Relationship of the Parties, Confidentiality

DSI will provide services to and for the Company, with select members of DSI assigned to specific roles for the benefit of the Company. These members will remain as DSI employees during the pendency of this case. Specifically, the parties intend that an independent contractor relationship will be created by this Agreement. Employees of DSI are not to be considered employees of the Company and are not entitled to any of the benefits that the Company provides for the Company's employees.

The Company acknowledges that all advice (written or oral) given by DSI to the Company in connection with DSI's engagement is intended solely for the benefit and use of the Company's independent managers and CEO in considering the transaction to which it relates, and that no third party is entitled to rely on any such advice or communication. DSI will in no way be deemed to be providing services for any person not a party to this Agreement.

DSI agrees that all information not publicly available that is received by DSI from the Company in connection with this engagement or that is developed pursuant to this Agreement, will be treated as confidential and will not be disclosed by DSI, except as required by Court order, or other legal process, or as may be authorized by the Company. DSI shall not be required to defend any action to obtain an order requiring disclosure of such information, but shall instead give prompt notice of any such action to the Company, so that it may seek appropriate remedies, including a protective order. The Company shall reimburse DSI for all costs and fees (including reasonable attorney's fees) incurred by DSI relating to responding to (whether by objecting to or complying with) any subpoenas or requests for production of information or documents.

Section 5 – Indemnity

The Company shall name Bradley D. Sharp as its Chief Restructuring Officer and shall indemnify him on the same terms as provided to the Company's other officers and directors under the Company's corporate bylaws and applicable state law. Mr. Sharp shall be included as an insured under any insurance policies or coverage available to officers and directors of the Company.

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The Debtor shall additionally indemnify those persons, and only those persons, serving as executive officers on the same terms as provided to the Debtor's other officers and directors under the Debtor's corporate bylaws and applicable state law, along with insurance coverage under the Debtor's D&O policies. Any such indemnity shall survive the expiration or termination by either party of this engagement. Except as provided in Section 4, there shall be no indemnification of DSI, its affiliates or the Additional Personnel.

Section 6 – Conflicts

DSI has made diligent inquiries to determine whether it or any of its professionals have any connections with the Debtor, creditors, or other parties in interest in this case. Based on that review, the review of DSI's conflict files and responses to inquiries from DSI's professional staff, neither DSI nor its professionals have any known conflicts with the parties in this case. DSI will separately provide its connections to parties in this case and/or their professionals.

Section 7 – No Audit

The Company acknowledges that it is hiring DSI to assist and advise the Company in business planning and operations. DSI's engagement shall not constitute an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of AICPA or other such state and national professional bodies.

Section 8 – Non-Solicitation

The Company agrees not to solicit, recruit or hire any employees or agents of DSI for a period of two years subsequent to the completion and/or termination of this Agreement.

Section 9 – Survival

The provisions of this Agreement relating to indemnification, the non-solicitation or hiring of DSI employees, and all other provisions necessary to the enforcement of the intent of this Agreement will survive the termination or expiration of this Agreement.

Section 10 – Entire Agreement, Amendment

This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement and supersedes and is intended to nullify any other agreements, understandings or representations relating to the subject of this Agreement. This Agreement may not be amended or modified except in a writing signed by the parties.

Woodbridge Group of Companies, LLC
February 2, 2018
Page 5

If you are in agreement with the foregoing terms and conditions please indicate your acceptance by signing an original copy of this Agreement on the signature lines below, then returning one fully-executed Agreement to DSI's office. The Agreement will become effective upon execution by duly authorized representatives of the respective parties.

Very truly yours,



Bradley Sharp
Development Specialists, Inc.

AGREED AND ACKNOWLEDGED:

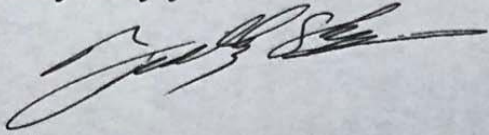
Woodbridge Group of Companies LLC
By: WGC Independent Manager LLC
Its: Manager

By: _____
Name: M. Freddie Reiss
Title: Authorized Signatory

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Page 5

If you are in agreement with the foregoing terms and conditions please indicate your acceptance by signing an original copy of this Agreement on the signature lines below, then returning one fully-executed Agreement to DSI's office. The Agreement will become effective upon execution by duly authorized representatives of the respective parties.

Very truly yours,



Bradley Sharp
Development Specialists, Inc.

AGREED AND ACKNOWLEDGED:

Woodbridge Group of Companies LLC
By: WGC Independent Manager LLC
Its: Manager

By: M. Freddie Reiss

Name: M. Freddie Reiss

Title: Authorized Signatory

EXHIBIT C

Proposed Order

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Ref. Docket No. ____

**ORDER, PURSUANT TO 105(a) AND 363(b) OF THE BANKRUPTCY
CODE, AUTHORIZING THE DEBTORS TO (I)(A) RETAIN DEVELOPMENT
SPECIALISTS, INC. AS THEIR RESTRUCTURING ADVISOR, (B) DESIGNATE
BRADLEY D. SHARP AS CHIEF RESTRUCTURING OFFICER, *NUNC PRO TUNC* TO
JANUARY 26, 2018, AND (C) TO UTILIZE ADDITIONAL DSI PERSONNEL;
AND (II) APPROVING THE AGREEMENT RELATED THERETO**

Upon consideration of the Motion² of the above-captioned debtors and debtors in possession (the “Debtors”) for the entry of an order (i) authorizing the Debtors to retain and employ DSI as their restructuring advisor and to designate Bradley D. Sharp as CRO in connection with the above-captioned chapter 11 cases, *nunc pro tunc* to January 26, 2018, and (ii) approving the Agreement related thereto; and upon consideration of the Motion and Sharp Declaration; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2);

¹ The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423. Due to the large number of debtors in these cases, which are being jointly administered for procedural purposes only, a complete list of the Debtors, the last four digits of their federal tax identification numbers, and their addresses are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ noticing and claims agent at www.gardencitygroup.com/cases/WGC, or by contacting the undersigned counsel for the Debtors.

² Capitalized terms used, but not otherwise defined herein, have the meanings ascribed to such terms in the Motion.

and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being satisfied based on the representations made in the Motion and the Sharp Declaration that DSI neither holds nor represents an interest adverse to the Debtors' estates and is "disinterested" as that term is defined in section 101(14) of the Bankruptcy Code; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates and creditors; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED.
2. The Debtors are authorized, on the terms and conditions set forth in the Agreement, to employ DSI to provide restructuring advisory services and to designate Mr. Sharp as CRO, subject to the following terms:
 - a. DSI and its affiliates shall not act in any other capacity (e.g., without limitation, as a financial advisor, claims agent/claims administrator or investor/acquirer) in connection with the Chapter 11 Cases.
 - b. In the event the Debtors seek to have DSI personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the Agreement, as modified herein, by either (i) modifying the functions of the personnel, (ii) adding new personnel, or (iii) altering or expanding the scope of the Agreement as modified herein, a motion to modify the retention shall be filed.
 - c. Monthly, DSI shall file with the Court, with copies to the Notice Parties, a report of staffing on the engagement for the previous month (the "Staffing Reports"). The Staffing Reports shall include the names and functions filled of the individuals assigned, and shall be due by the 20th of each month for the previous month. Notice for the Staffing Reports will provide for a time period of at least fourteen (14) days for objections by parties in interest. All staffing shall be subject to review by the Court in the event an objection is filed.

- d. No principal, employee, or independent contractor of DSI or its affiliates shall serve as a director of the Debtors during the pendency of the Chapter 11 Cases.
- e. DSI shall file with the Court, and provide notice to the Notice Parties, reports of compensation earned and expenses incurred on quarterly basis (the “Quarterly Reports”). The Quarterly Reports shall summarize the service provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred, and shall be due no later than twenty (20) days after the end of a quarter with the first being due on April 20, 2018. The notice shall provide a time period of at least fourteen (14) days for objections by parties in interest. All compensation shall be subject to review by the court in the event an objection is filed.
- f. For the avoidance of doubt, Mr. Sharp and the Additional Personnel are permitted to record their billable time in hour increments.
- g. The Debtors may indemnify those persons, and only those persons, serving as executive officers on the same terms as provided to the Debtors’ other officers and directors under the Debtors’ corporate bylaws and applicable state law, along with insurance coverage under the Debtors’ D&O policies.
- h. For a period of three (3) years after the conclusion of the engagement, neither DSI nor any of its affiliates shall make any investments in the Debtors or reorganized Debtors.
- i. DSI shall disclose any and all facts that may have a bearing on whether the firm, its subsidiaries, certain of its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation.

3. All compensation and reimbursement due to, and other rights of DSI and Mr. Sharp in accordance with the Agreement, as modified by this Order, including, without limitation, the indemnification obligations, shall be treated and allowed (subject to the compensation review procedures identified herein) as administrative expenses in accordance with Bankruptcy Code section 503 and shall be paid in accordance with the Agreement.

4. To the extent this Order is inconsistent with the Agreement, the terms of this Order shall govern.

5. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

6. The Debtors are authorized to take such actions as may be necessary and appropriate to implement the terms of this Order.

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

Dated: _____, 2018
Wilmington, Delaware

THE HONORABLE KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE