

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Docket Ref. No. 674

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

The undersigned hereby certifies as follows:

1. On February 28, 2018, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) the *Debtors’ First (1st) Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property, Nunc Pro Tunc to the Rejection Date* [D.I. 674] (the “Motion”). Attached as Exhibit A to the Motion was a proposed form of order (the “Proposed Order”).

2. Pursuant to the Notice of Motion, the deadline to file objections or responses to the Motion (the “Objection Deadline”) was March 14, 2018, at 4:00 p.m. (ET). No objections or responses were received on or before the Objection Deadline.

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<sup>1</sup> The last four digits of Woodbridge Group of Companies, LLC’s federal tax identification number are 3603. The mailing address for Woodbridge Group of Companies, LLC is 14140 Ventura Blvd #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](http://www.gardencitygroup.com/cases/WGC), or by contacting the undersigned counsel for the Debtors.

3. Subsequent to the filing of the Motion, the Debtors and the landlord for the premises located at 630 North Wild Olive Avenue, Daytona Beach, Florida 32118, GPR1 LLC, agreed to a mutual termination of the lease for the premises subject to the Court's approval (the "Mutual Consent"). Pursuant to the Mutual Consent, GPR1 LLC agrees to, among other things, waive any claim for damages or rental payments that may be due from the applicable Debtor, Woodbridge Capital Investments, LLC, and assume responsibility for any utility account balances while both parties agree to waive any payments due under the lease. In light of the Mutual Consent, the Debtors have revised the Proposed Order (the "Revised Proposed Order") and attached the Mutual Consent thereto as Exhibit A. Attached hereto as Exhibit I is the Revised Proposed Order.<sup>2</sup>

4. The Debtors submit that the Revised Proposed Order is appropriate and consistent with the relief requested in the Motion, and that entry of the Revised Proposed Order is in the best interests of the Debtors, their estates, and their creditors. In addition, the Debtors provided the Revised Proposed Order to counsel to the Committee, the Noteholders Group, and Unitholders Group, none of which raised an objection to the entry of the Revised Proposed Order. Accordingly, the Debtors respectfully request that the Court enter the Revised Proposed Order at its earliest convenience without further notice or a hearing.

*[Remainder of Page Intentionally Left Blank]*

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<sup>2</sup> For ease of reference, attached hereto as Exhibit II is a copy of the Revised Proposed Order marked against the Proposed Order (the "Blackline").

Dated: March 26, 2018  
Wilmington, Delaware

*/s/ Ian J. Bambrick*

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**EXHIBIT I**

**Revised Proposed Order**

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Ref. Docket Nos. 674 & \_\_\_\_

**FIRST (1ST) OMNIBUS ORDER, PURSUANT TO SECTIONS 105(a), 365(a), AND  
554(a) OF THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT  
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NON-  
RESIDENTIAL REAL PROPERTY, *NUNC PRO TUNC* TO THE REJECTION DATE**

Upon the Debtors' First (1st) Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property, *Nunc Pro Tunc to the Rejection Date* (the "Motion")<sup>2</sup> filed by the Debtors; and this Court having found that it has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent

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

with Article III of the United States Constitution; and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors, and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts and Leases set forth on Schedule 1 hereto are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Date, on any of the Premises is hereby abandoned by the Debtors, with such abandonment being effective as of the Rejection Date.
4. If the Debtors have deposited monies with a Counterparty to a Rejected Lease set forth on Schedule 1 hereto as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.
5. That certain *Notice of Mutual Consent to Terminate Lease*, attached hereto as Exhibit A (the “Mutual Consent”), mutually terminating the lease between Debtor Woodbridge Capital Investments, LLC (“Woodbridge Capital”) and GPR1 LLC for the leased premises located at 630 North Wild Olive Avenue, Daytona Beach, Florida 32118 as of Rejection Date—pursuant to which, among other things, GPR1 LLC waives any claim for damages or rental payments that

may be due from Woodbridge Capital and assumes responsibility for any utility account balances related to the premises—is hereby approved, and the terms and conditions of the Mutual Consent are incorporated into this Order as if fully set forth herein.

6. Any person or entity that holds a claim that arises from the Rejected Contracts or the Rejected Leases must file a proof of claim based on such rejection by the later of: (i) the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court or (ii) thirty (30) days after the service of this Order.

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

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

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

claims arise under, are related to the rejection of, or are independent of the Rejected Contracts and Leases.

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

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

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

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

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KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE



**SCHEDULE 1**

**Rejected Leases**

<b>Counterparty</b>	<b>Counterparty Address</b>	<b>Address of Leased Premises or Contract Description</b>	<b>Effective Date of Rejection</b>
ADT Security Services	3190 S. Vaughn Way Aurora, Colorado 80014	Account #401843973 Contract for Alarm Monitoring and Notification Services	February 28, 2018
ADT LLC	1 Town Center Road Boca Raton, Florida 33486	Account #401843985 Contract for Alarm Monitoring and Notification Services	February 28, 2018
GPR1 LLC	7 Sunshine Blvd Ormond Beach, Florida 32174	Lease for 623 North Grandview Avenue Daytona Beach, Florida 32118	February 28, 2018
Hays Investments, LLC	14140 Ventura Boulevard #302, Sherman Oaks, California 91423	Lease for 8124 West 3rd Street, Suite 200, Los Angeles, California 90048	February 28, 2018
LexisNexis	28544 Network Place Chicago, Illinois 60673-1285	Account #106870 CourtLink	February 28, 2018
Thomson Reuters – West	610 Opperman Drive P.O. Box 64833 St. Paul, Minnesota 55164-1803	Account #1003895860 West Subscription—ProFlex	February 28, 2018
Thomson Reuters – West	610 Opperman Drive P.O. Box 64833 St. Paul, Minnesota 55164-1803	Account #1005005714 West Subscription—Business & Commercial Litigation in Federal Courts	February 28, 2018
TPx Communications	515 South Flower Street 45th Floor Los Angeles, California 90071	Account #119211 Contract for Telecommunications Services—Internet	February 28, 2018
Windstream	600 WillowBrook Office Park Fairport, New York 14450	Account # 4728553 Contract for Telecommunications Services—Toll-Free Service, Dynamic IP Services, Access Loop	February 28, 2018

**Exhibit A**


**Notice of Mutual Consent to Terminate Lease**

NOTICE OF MUTUAL CONSENT TO TERMINATE LEASE

The parties to this Notice of Mutual Consent to Terminate Lease ("Notice"), GPR1 LLC ("Landlord") and Woodbridge Capital Investments, LLC ("Tenant") hereby agree as follows:

1. Tenant and Landlord entered into a Lease Agreement for the Premises known as 630 North Wild Olive Avenue, Daytona Beach, Florida ("Leased Premises") dated February 29, 2016.
2. Tenant shall vacate the Leased Premises by 5:00 p.m. on February 28, 2018. Tenant shall terminate electric, water and ADT alarm service effective March 1, 2018. Landlord shall be responsible for any utility account balances.
3. Landlord shall take possession of the Leased Premises effective March 1, 2018. Landlord and Tenant hereby terminate and cancel the Lease Agreement for the Leased Premises effective March 1, 2018. Landlord and Tenant waive any payments that may be due pursuant to the Lease.
4. Landlord and Tenant agree that there are presently no amounts due Landlord from the Tenant. Landlord waives any claim for damages or rental payments that may be due from Tenant.

WITNESS our hands and seals this 28<sup>th</sup> day of February, 2018.

Tenant  
Woodbridge Capital Invest  
  
Bradley Sharp, CEO

LANDLORD:

GPR1 LLC

By:   
Gary Roberts, Manager

Agreement to be binding only if executed by both parties and approved by the bankruptcy court.

**EXHIBIT II**

**Blackline**

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

In re:

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

Debtors.

Chapter 11

Case No. 17-12560 (KJC)

(Jointly Administered)

Ref. Docket ~~No~~Nos. -674 & \_\_\_\_\_

**FIRST (1ST) OMNIBUS ORDER, PURSUANT TO SECTIONS 105(a), 365(a), AND 554(a) OF THE BANKRUPTCY CODE, AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY, NUNC PRO TUNC TO THE REJECTION DATE**

Upon the Debtors' First (1st) Omnibus Motion for Entry of an Order, Pursuant to Sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, Authorizing the Debtors to Reject Certain Executory Contracts and Unexpired Leases of Non-Residential Real Property, Nunc Pro Tunc to the Rejection Date (the "Motion")<sup>2</sup> filed by the Debtors; and this Court having found that it has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that venue of these cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that it may enter a final order consistent with Article

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

III of the United States Constitution; and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and this Court having found and determined that the relief sought in the Motion is in the best interest of the Debtors, their estates, their creditors, and all other parties in interest; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Contracts and Leases [set forth on Schedule 1 hereto](#) are hereby rejected by the Debtors, with such rejection being effective as of the Rejection Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Rejection Date, on any of the Premises is hereby abandoned by the Debtors, with such abandonment being effective as of the Rejection Date.
4. If the Debtors have deposited monies with a Counterparty to a Rejected Lease set forth on [Schedule 1](#) hereto as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.
5. [That certain Notice of Mutual Consent to Terminate Lease, attached hereto as Exhibit A \(the "Mutual Consent"\), mutually terminating the lease between Debtor Woodbridge Capital Investments, LLC \("Woodbridge Capital"\) and GPR1 LLC for the leased premises located at 630 North Wild Olive Avenue, Daytona Beach, Florida 32118 as of Rejection Date—pursuant to which, among other things, GPR1 LLC waives any claim for damages or rental payments that](#)

may be due from Woodbridge Capital and assumes responsibility for any utility account balances related to the premises—is hereby approved, and the terms and conditions of the Mutual Consent are incorporated into this Order as if fully set forth herein.

6. ~~5.~~ Any person or entity that holds a claim that arises from the Rejected Contracts or the Rejected Leases must file a proof of claim based on such rejection by the later of: (i) the last date and time for each person or entity to file proofs of claim based on prepetition claims against any of the Debtors as set by an order of this Court or (ii) thirty (30) days after the service of this Order.

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

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

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



claims arise under, are related to the rejection of, or are independent of the Rejected Contracts and Leases.

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

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

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

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

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KEVIN J. CAREY  
UNITED STATES BANKRUPTCY JUDGE

**SCHEDULE 1**

**Rejected Leases**

Counterparty	Counterparty Address	Address of Leased Premises or Contract Description	Effective Date of <del>Proposed</del> Rejection
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ADT LLC	1 Town Center Road Boca Raton, Florida 33486	Account #401843985 Contract for Alarm Monitoring and Notification Services	February 28, 2018
<del>GPR1 LLC</del>	<del>7 Sunshine Blvd Ormond Beach, Florida 32174</del>	<del>Lease for 630 North Wild Olive Avenue Daytona Beach, Florida 32118</del>	<del>February 28, 2018</del>
GPR1 LLC	7 Sunshine Blvd Ormond Beach, Florida 32174	Lease for 623 North Grandview Avenue Daytona Beach, Florida 32118	February 28, 2018
Hays Investments, LLC	14140 Ventura Boulevard #302, Sherman Oaks, California 91423	Lease for 8124 West 3rd Street, Suite 200, Los Angeles, California 90048	February 28, 2018
LexisNexis	28544 Network Place Chicago, Illinois 60673-1285	Account #106870 CourtLink	February 28, 2018
Thomson Reuters – West	610 Opperman Drive P.O. Box 64833 St. Paul, Minnesota 55164-1803	Account #1003895860 West Subscription—ProFlex	February 28, 2018
Thomson Reuters – West	610 Opperman Drive P.O. Box 64833 St. Paul, Minnesota 55164-1803	Account #1005005714 West Subscription—Business & Commercial Litigation in Federal Courts	February 28, 2018
TPx Communications	515 South Flower Street 45th Floor Los Angeles, California 90071	Account #119211 Contract for Telecommunications Services—Internet	February 28, 2018
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Exhibit A

Notice of Mutual Consent to Terminate Lease