

**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)

Ref. Docket Nos. 674 & 826

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")² 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

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.

² 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: March 27, 2018
Wilmington, Delaware



KEVIN J. CAREY
UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Rejected Leases

Counterparty	Counterparty Address	Address of Leased Premises or Contract Description	Effective Date of Rejection
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 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 28th 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.