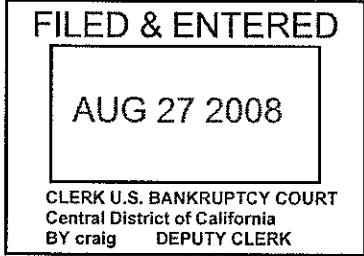


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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
RIVERSIDE DIVISION

In re
WOODSIDE GROUP, LLC,
Alleged Debtor.

Case No. 6:08-bk-20682 (PC)
Chapter 11
**ORDER APPROVING STIPULATION (I)
PROVIDING FOR THE ENTRY OF
ORDERS FOR RELIEF AS TO
INVOLUNTARY PETITIONS, (II)
GRANTING, IN PART, GAP PERIOD
MOTIONS FILED BY THE
NOTEHOLDERS AND BY JPMORGAN
CHASE BANK, N.A., AND (III)
SUMMARIZING CERTAIN ISSUES FOR
HEARING ON THE MERITS**

Hearing Information
Date: August 27, 2008
Time: 10:00 a.m.
Place: Courtroom 303
3420 Twelfth Street
Riverside, CA
Judge: Honorable Peter H. Carroll

Upon the submission of the Stipulation By and Between the Alleged Debtors, the Ad Hoc Group of Noteholders and JPMorgan Chase Bank, N.A (i) Providing for the Entry of Orders for Relief as to Involuntary Petitions, (ii) Granting, in part, Gap Period Motions Filed by the Noteholders and by JPMorgan Chase Bank, N.A., and (iii) Summarizing Issues for Hearing on

1 the Merits, [Docket No. 17] (the "Stipulation"); and, whereas, as evidenced by the proof of
2 service attached to the Stipulation, notice thereof to parties in interest was proper and sufficient
3 under the circumstances and no further or other notice is required; upon review and consideration
4 of the Stipulation and the record in this case and the cases of the Alleged Debtors (as defined in
5 the Stipulation); it appearing that the Stipulation is in the best interests of the Alleged Debtors
6 and their estates; and after due deliberation and good and sufficient cause appearing therefor, it is
7 hereby ORDERED that the Stipulation is approved and shall be binding on the Parties to the
8 Stipulation (including the Alleged Debtors), and, further, that the provisions of paragraphs 1,
9 4(vi), 7 and 8 of the Stipulation shall be binding on all parties in interest to the cases of the
10 Alleged Debtors.
11
12


13
14 Submitted by:

15 PACHULSKI STANG ZIEHL & JONES LLP

16 By: /s/Jeremy Richards
17 Jeremy Richards
18 Counsel to the Alleged Debtors

19 ###
20
21
22

23
24
25 DATED: August 27, 2008

26 
27 _____
28 United States Bankruptcy Judge

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES)

4 I, Sophia L. Lee, am employed in the city and county of Los Angeles, State of California.
5 I am over the age of 18 and not a party to the within action; my business address is 10100 Santa
6 Monica Blvd., 11th Floor, Los Angeles, California 90067-4100.

7 On August 27, 2008, I caused to be served the [PROPOSED] ORDER APPROVING
8 STIPULATION (I) PROVIDING FOR THE ENTRY OF ORDERS FOR RELIEF AS TO
9 INVOLUNTARY PETITIONS, AND (II) GRANTING, IN PART, GAP PERIOD MOTIONS
FILED BY THE NOTEHOLDERS AND BY JPMORGAN CHASE BANK, N.A. in this action by
placing a true and correct copy of said document(s) in sealed envelopes addressed as follows:

10 *Please see attached Service List*

- 11 (BY MAIL) I am readily familiar with the firm's practice of collection and processing
12 correspondence for mailing. Under that practice it would be deposited with the U.S.
13 Postal Service on that same day with postage thereon fully prepaid at Los Angeles,
California, in the ordinary course of business. I am aware that on motion of the party
served, service is presumed invalid if postal cancellation date or postage meter date is
more than one day after date of deposit for mailing in affidavit.
- 14 (BY EMAIL) I caused to be served the above-described document by email to the parties
15 indicated on the attached service list at the indicated email address.
- 16 (BY FAX) I caused to be transmitted the above-described document by facsimile
17 machine to the fax number(s) as shown. The transmission was reported as complete and
without error. (Service by Facsimile Transmission to those parties on the attached List
with fax numbers indicated.)
- 18 (BY PERSONAL SERVICE) By causing to be delivered by hand to the offices of the
19 addressee(s).
- 20 (BY OVERNIGHT DELIVERY) By sending by _____ to the addressee(s) as
indicated on the attached list.

21 I declare that I am employed in the office of a member of the bar of this Court at whose
22 direction was made.

23 Executed on August 27, 2008, at Los Angeles, California.

24 /s/Sophia L. Lee
25 Sophia L. Lee

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Service List
In re: Woodside Group, LLC (alleged debtor)
USBC – Riverside Div.
Case No. 6:08-bk-20682 (PC)

United States Trustee

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Service List for Entered Order

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SERVED BY U.S. MAIL

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1 UNITED STATES BANKRUPTCY COURT
2 CENTRAL DISTRICT OF CALIFORNIA
3 RIVERSIDE DIVISION
4

5 In re
6 WOODSIDE GROUP, LLC,
7 Alleged Debtor.

Case No. 6:08-bk-20682 (PC)

Chapter 11

**STIPULATION (I) PROVIDING FOR
THE ENTRY OF ORDERS FOR RELIEF
AS TO INVOLUNTARY PETITIONS,
AND (II) GRANTING, IN PART, GAP
PERIOD MOTIONS FILED BY THE
NOTEHOLDERS AND BY JPMORGAN
CHASE BANK, N.A.**

Hearing Information

Date: August 27, 2008
Time: 10:00 a.m.
Place: Courtroom 303
3420 Twelfth Street
Riverside, CA

Judge: Honorable Peter H. Carroll

17
18 This Stipulation (the "Stipulation") is entered into by and between the Ad Hoc Group of
19 Noteholders (the "Noteholders"), JPMorgan Chase Bank, N.A. on behalf of itself and certain
20 lenders to the Alleged Debtors (collectively, the "Bank Group") and the Alleged Debtors (as
21 defined below), and upon entry of an order approving the same, (i) provides for the entry of
22 Orders for Relief with respect to all Involuntary Petitions (as defined below), and (ii) grants, in
23 part, the Noteholder Motion and the Bank Motion (each as defined below) in accordance with the
24 terms hereof.
25

26 RECITALS

27 A. On August 20, 2008, the Noteholders, via the signature of certain members of the
28

1 ad hoc group, commenced the filing of involuntary petitions (the "Noteholder Petitions") against
2 each of the entities identified on Exhibit A hereto (collectively, to the extent such entities are in
3 legal existence under the laws of the state of their respective formation on the date hereof, the
4 "Alleged Debtors").¹

5
6 B. On August 20, 2008, JPMorgan Chase Bank, N.A. ("JPMorgan"), on behalf of the
7 Bank Group, commenced the filing of certain Joinders In Involuntary Petition (the "Bank
8 Petitions", and together with the Noteholder Petitions, the "Involuntary Petitions").

9 C. The Alleged Debtors do not intend to contest the Involuntary Petitions.

10 D. On August 21, 2008, the Noteholders filed that certain Emergency Motion of the
11 Ad Hoc Group of Noteholders for Entry of an Order Limiting Certain Actions of the Alleged
12 Debtor During the Gap Period Pursuant to Sections 105 and 303(f) of the U.S. Bankruptcy Code
13 (the "Noteholder Motion").

14
15 E. On August 22, 2008, JPMorgan filed that certain Emergency Motion of JPMorgan
16 Chase Bank, N.A. for Entry of an Order (i) Directing Debtor to Transfer the Barnes Account to
17 an Approved Depository, and (ii) Prohibiting Transactions Outside of the Course of Business
18 During the Gap Period Pursuant to Sections 105 and 303(f) of the Bankruptcy Code (the "Bank
19 Motion").

20
21 F. The Noteholders, JPMorgan (on behalf of the Bank Group) and the Alleged
22 Debtors (collectively, the "Parties") have reached certain agreements regarding the resolution of
23 the Involuntary Petitions, the Noteholder Motion and the Bank Motion, which resolutions are
24 reflected in the terms of this Stipulation.

25
26
27 ¹ In the event that a successor (by merger, conversion or otherwise) to any entity identified on Exhibit A is not
28 identified on Exhibit A, the Alleged Debtors shall promptly disclose the same to the Parties and shall file a voluntary
petition for such entity in a manner that results in an Order for Relief on or prior to the Relief Date.

1 G. The Noteholders intend to file, but have not yet filed, a motion seeking the joint
2 administration of the cases of the Alleged Debtors. Pending the entry of an Order with respect to
3 any such motion, the Parties agree that this Stipulation and any Order approving the same shall
4 constitute a Stipulation and Order with respect to all of the Alleged Debtors.
5

6 NOW, THEREFORE, in consideration of the foregoing Recitals and the promises herein,
7 and conditioned upon approval of this Stipulation by the Bankruptcy Court, the parties stipulate
8 and agree as follows:

9 **I. Resolution of Involuntary Petitions**

10 1. The Alleged Debtors agree to file consents and other requisite pleadings with the
11 Court such that Orders for Relief against each Alleged Debtor shall be entered and effective no
12 later than September 16, 2008 (the "Relief Date"). For the avoidance of doubt, the Alleged
13 Debtors exclusive period to file and solicit acceptances to a Plan of Reorganization under Section
14 1121 of the Bankruptcy Code shall begin upon entry of the Orders for Relief, and in no case shall
15 begin later than September 16, 2008; *provided, however*, that any Party may move to reduce or
16 extend such periods and all rights of the Parties to object to any such request are hereby reserved.
17

18 2. Subject to the Alleged Debtors' compliance with the terms of this Stipulation, the
19 Noteholders and JPMorgan (on behalf of the Bank Group) agree not to object to any motion by
20 the Alleged Debtors to extend the time periods for filing the materials set forth in Rule 1007 of
21 the Bankruptcy Rules (Lists, Schedules and Statements), so long as such request does not seek to
22 extend the applicable filing date beyond that which would have applied to the Alleged Debtors
23 had they filed voluntary bankruptcy petitions on September 30, 2008. The Alleged Debtors
24 reserve their rights to seek one or more extensions beyond such date relating to Rule 1007 and
25 the Noteholders and the Bank Group reserve their rights to oppose such additional extensions.
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1 **II. Resolution of Noteholder Motion and Bank Motion**

2 **A. Ordinary Course Operations**

3 3. The Noteholder Motion and the Bank Motion shall be granted to the extent set
4 forth in this Stipulation.

5
6 4. Except as expressly set forth herein (including paragraphs 1 - 2 above), at all
7 times prior to the Relief Date, the Alleged Debtors shall operate as if an Order for Relief in these
8 cases has been entered, such that the Alleged Debtors shall (i) be permitted to use, sell or lease
9 property in the ordinary course of business pursuant to Section 363 of the Bankruptcy Code but
10 shall require notice and a hearing for any use, sale or lease of property outside of the ordinary
11 course of business, (ii) be permitted to pay ordinary course providers of goods and services in the
12 ordinary course of business but shall require notice and a hearing for any payments outside of the
13 ordinary course of business, and (iii) maintain strict accounting of their businesses, debtor by
14 debtor, in a manner sufficient to permit monthly operating reports in accordance with Rule 2015
15 of the Bankruptcy Rules; *provided, however*, that, absent a Court Order requiring the same, the
16 Alleged Debtors shall not be required to produce monthly operating reports prior to the Relief
17 Date. For the avoidance of doubt, the Alleged Debtors shall be permitted to do the following
18 prior to the Relief Date without further order of court: (i) complete existing contracts for
19 ordinary course home sales with non-affiliated consumers, (ii) enter into new contracts for
20 ordinary course home sales with non-affiliated consumers, (iii) honor their obligations to
21 homebuyers under sales contracts entered into with non-affiliated consumers, including, where
22 appropriate, refunding deposits or providing other customer incentives consistent with their
23 business practices, (iv) administer and continue their ordinary course customer programs and
24 incentives currently in effect and honor any obligations to non-affiliated consumers related
25 thereto, including warranty claims, (v) continue ordinary course home constructions or lot
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1 development to the extent the same can be funded within the proscriptions set forth herein, and
2 (vi) enter into individual indemnity agreements with their title insurers relating to sales during
3 the period after the filing of the Involuntary Petitions and before the Relief Date of individual
4 finished homes of the Alleged Debtors, to indemnify the title insurers against any liens, claims or
5 encumbrances, including mechanics liens, caused or permitted by the Alleged Debtors or
6 otherwise, and providing that the Alleged Debtors' liability on such indemnity agreements shall
7 be entitled to an administrative priority under Section 503(b) of the Bankruptcy Code, which
8 claim shall not be challenged under Section 549 of the Bankruptcy Code. The Noteholders and
9 JPMorgan (on behalf of the Bank Group) reserve the right to seek constraints on all such
10 activities in the event that the Alleged Debtors cease to be in compliance with the terms of this
11 Stipulation.
12

13
14 5. Prior to the Relief Date, no Alleged Debtor shall, without prior Court approval:

- 15 (a) enter into or consummate any bulk sale of assets;
- 16 (b) enter into any transaction to (A) convert the corporate form of such
17 Alleged Debtor or (B) merge such Alleged Debtor into any other entity;
- 18 (c) invest, loan or otherwise distribute any funds to any non-debtor
19 subsidiary or affiliate of any of the Alleged Debtors (each a "Non-Debtor
20 Affiliate") or otherwise enter into any transaction with any Non-Debtor
21 Affiliate; *provided, however*, that between August 20, 2008 and the
22 Relief Date, the Alleged Debtors may fund up to an aggregate limit of \$2
23 million in fully reimbursable payroll and payables obligations of Atherton
24 Construction, LLC, Hillsborough, LLC and its subsidiaries and Century
25 Communities Colorado LLC and its subsidiaries;
- 26 (d) enter into any new land acquisition or investment transactions other than:
27 ordinary course purchases of land by one or more Alleged Debtors from
28 one or more Alleged Debtors, for which strict accounting will be
maintained; such acquisition or investment not to exceed \$1,000,000
without express approval of the Noteholders and JPMorgan; or
- (e) pay any dividend to or otherwise make any distribution to any Equity
Holder (as defined in the Noteholder Motion) on account of any debt or
equity positions held by any Equity Holder against any Alleged Debtor.

1 6. As soon as practicable after entry of an Order approving this Stipulation, the
2 Alleged Debtors shall transfer all cash and cash equivalents of the Alleged Debtors to a currently
3 existing or newly opened post-petition deposit account or deposit accounts maintained for the
4 Alleged Debtors by JPMorgan. This Stipulation, together with the Order approving it, without
5 further action, shall constitute JPMorgan's waiver of any security interest, lien, encumbrance or
6 right of setoff, recoupment, administrative freeze or debit against the funds in the post-petition
7 deposit account or deposit accounts under this Stipulation; provided, however, this Stipulation
8 will not affect any rights and interests of JPMorgan or any member of the Bank Group as to
9 funds or deposits existing with their respective institutions prior to the filing date of the relevant
10 Involuntary Petition. JPMorgan (on behalf of itself and the Bank Group) shall promptly, after
11 execution of this Stipulation, provide the Noteholders with an accounting of funds of the Alleged
12 Debtors held by JPMorgan and the Bank Group immediately prior to the filing of the Involuntary
13 Petitions. For the avoidance of doubt, pursuant to the terms of this Stipulation, neither JPMorgan
14 nor the Bank Group shall have any rights of a secured creditor in and to any cash of the Alleged
15 Debtors deposited with JPMorgan after the relevant Involuntary Petition dates and shall have no
16 power to restrain or limit the use or transfer of such funds, except as to funds and deposits
17 already deposited with a member of the Bank Group as of the relevant Involuntary Petition date.
18 Additionally, the Alleged Debtors shall have the absolute and unfettered right to transfer some or
19 all of the cash so deposited after the relevant Involuntary Petition date to one or more additional
20 depositories, provided such depositories are fully compliant with all applicable rules of the
21 Office of the United States Trustee governing deposits of debtors in possession.
22 Notwithstanding the foregoing, the Alleged Debtors shall be permitted to: (a) maintain cash in
23 one or more accounts presently maintained at Barnes Bank sufficient to cover checks and
24 expected ACH charges drawn on those accounts in accordance with this Stipulation prior to the
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1 Relief Date; and (b) accumulate cash in deposit accounts currently maintained at Bank of
2 America provided the balances (in excess of a nominal minimal balance of \$100,000) in those
3 accounts are swept at least on a weekly basis into one or more accounts maintained at JPMorgan
4 pursuant to this Stipulation.

5
6 **B. Third Party Protections**

7 7. The Parties hereby agree that any ordinary course payment of the salaries of the
8 Alleged Debtors' employees prior to the Relief Date or any stub payment to employees in
9 respect of their salaries for amounts incurred in the ordinary course prior to the Relief Date but
10 for which payment is made immediately preceding the Relief Date (in advance of an ordinary
11 pay cycle), so long as not inclusive of any bonus or extraordinary amounts, and so long as not
12 greater than \$4.9 million in the aggregate for all employees for the period from August 20, 2008
13 through the Relief Date, shall not be challenged by the Parties under Section 549 of the
14 Bankruptcy Code. The foregoing stub payment to employees, although not in the ordinary
15 course of the Alleged Debtors' businesses, is expressly approved hereunder. Additionally, the
16 Alleged Debtors may, prior to the Relief Date, so long as within the \$4.9 million cap described
17 above: fund out of the ordinary course payments and/or reimbursements for expenses to
18 employees; advance certain earned and accrued commission payments to employees out of the
19 ordinary course of business; and prefund certain payroll obligations for certain "insiders" whose
20 salary, for periods accruing after entry of the Orders for Relief, is subject to approval by the
21 Office of the United States Trustee, provided (i) such payments do not exceed \$600,000 for the
22 period August 20, 2008 through the Relief Date and (ii) no such payments shall be made to any
23 of Ezra K. Nilson, Scott "Chip" Nelson, or Leonard Arave.

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26 8. The Parties hereby agree that any ordinary course sale of a home to a non-
27 affiliated consumer prior to the Relief Date, or the execution of any ordinary course contract for
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1 the sale of a home to any non-affiliated consumer prior to the Relief Date, shall not be
2 challenged by the Parties under Section 549 or other applicable provisions of the Bankruptcy
3 Code.

4 **C. Professionals**

5
6 9. In recognition of their contribution to the estates, and consistent with Section
7 503(b)(3) of the Bankruptcy Code, the Alleged Debtors shall pay all fees and expenses of the
8 Noteholders and JPMorgan incurred prior to the Relief Date (including the fees and expenses of
9 any counsel or financial advisor to such Parties and all fees and expenses related to preparation
10 and filing of the Involuntary Petitions). All such outstanding fees and expenses shall be paid
11 within three business days of the submission of an invoice therefor and shall be paid by wire
12 transfer.

13
14 10. The Noteholders and JPMorgan (on behalf of the Bank Group) shall not object to
15 the Alleged Debtors payment of all fees and expenses of (i) Pachulski Stang Ziehl & Jones LLP
16 and (ii) Alvarez and Marsal, and (iii) corporate counsel and other ordinary course professionals
17 retained by the Alleged Debtors incurred prior to the Relief Date. All such fees and expenses
18 may be paid within three business days of the submission of an invoice therefor and shall be paid
19 by wire transfer. Additionally, the Alleged Debtors may fund reasonable and customary
20 retainers to any and all such professionals retained by them, without objection from the
21 Noteholders or JPMorgan (on behalf of the Bank Group). The Debtors may also pay any
22 customary fees incurred prior to the Relief Date with respect to charges or fees incurred with
23 JPMorgan and/or any member of the Bank Group, or the Noteholders.

24
25 **III. Other Issues / Hearing on the Merits**

26
27 11. The Alleged Debtors agree to provide the Noteholders and the Banks with ten
28 calendar days advance written notice (including by email to counsel) of any intended action by

1 the Alleged Debtors to cause any non-debtor subsidiary or affiliate of such Alleged Debtors to
2 take any action outside of the ordinary course. The Parties reserve all rights with respect to such
3 actions.

4 12. For the avoidance of doubt, with the exception of the agreements set forth in
5 paragraph 2 of this Stipulation, the agreements set forth herein pertain to the Alleged Debtors'
6 activities and conduct prior to the Relief Date. All rights of the parties to move for restraints or
7 expansions of the Alleged Debtors' powers to operate under the Bankruptcy Code after the entry
8 of Orders for Relief are hereby reserved and nothing herein shall be deemed to alter or amend the
9 rights or power of the Alleged Debtors as debtors in possession after entry of Orders for Relief.
10

11 13. Except as otherwise expressly addressed herein, the Parties reserve all rights with
12 respect to future motions, actions or disputes related to the Tax Reorganization (as defined in the
13 Noteholder Motion). Nothing herein shall prejudice the rights of the Alleged Debtors to seek a
14 Court order to approve transactions not expressly authorized by the terms of this Stipulation, nor
15 shall anything herein prejudice the rights of the Noteholders and the Bank Group to object to or
16 otherwise challenge any such request.
17

18 14. Notwithstanding anything herein to the contrary, prior to the Relief Date the
19 Alleged Debtors may enter into transactions out of the ordinary course of business not authorized
20 by this Stipulation upon the express written agreement of both the Noteholders and the Bank
21 Group, without further order of this Court.
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DATED: August 27, 2008

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ Jeremy V. Richards
Jeremy V. Richards
Linda F. Cantor
Debra Grassgreen
Attorneys for the Alleged Debtors (as defined above)

BINGHAM McCUTCHEN LLP

By: /s/ Mark W. Deveno
Susy Li
Michael Sherman
Michael J. Reilly
Jonathan B. Alter
Mark W. Deveno
Counsel to the Noteholders (as defined above)

SNELL & WILMER L.L.P.

By: /s/ Michael B. Reynolds
Donald L. Gaffney
Michael B. Reynolds
Eric S. Pezold
Counsel to JPMorgan (as defined above)

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Exhibit A
Alleged Debtors

- Woodside Group, LLC
- Pleasant Hill Investments, LC
- WDS Holdings, Inc.
- BCD 99, LLC
- Woodside 04N, LP
- Woodside 04S, LP
- Woodside 05N, LP
- Woodside 05S, LP
- Woodside 06N, LP
- Woodside 7N, LP
- TBB 03, LLC
- Menifee Woodside, LLC
- MHA02,LLC
- Monterey Woodside, LLC
- MWG 00,LLC
- MWL 01, LLC
- Woodside Autumn Ridge, LLC
- Woodside Glenmere, Inc.
- Woodside Clarendon Hills, LLC
- Woodside Legacy, LLC
- Woodside Homes of Southern California, LLC
- Woodside AMR 91, LLC
- Woodside Paseo 5000, LLC
- Woodside Paseo 6000, LLC
- Woodside Paseo 7200, LLC
- Woodside Vista Montana, LLC
- Woodside Weston Ranch, LLC
- Foxboro 50's, LLC
- Foxboro Coventry, LLC
- Foxboro Estates, LLC
- Foxboro Villages, LLC
- Ivywood Interior Design, LLC
- Oquirrh Highlands Condominiums, LLC
- Pleasant Valley Investments, LC
- Portola Development Company, LC
- Portola Development, Arizona, LLC
- Portola Development, Utah, LC
- Saratoga Land Development, LLC
- Sonora HOA Management, LLC
- Sterling 69, LLC
- WDS GP, Inc.
- WGP Group, LLC
- Woodside 20/25, LLC
- Woodside Aberdeen, LLC

- 1 Woodside Allerton, LLC
- 2 Woodside Amberly, LLC
- 3 Woodside Amelia Lakes, LLC
- 4 Woodside Avalon Park, LLC
- 5 Woodside Avalon, LLC
- 6 Woodside Ballantrae, LLC
- 7 Woodside Bella Fresca, Inc.
- 8 Woodside Berkeley, LLC.
- 9 Woodside Blue Water Bay, LLC
- 10 Woodside Bridges at Boulder Creek, LLC
- 11 Woodside Brookstone, LLC
- 12 Woodside Buffalo Ridge, LLC
- 13 Woodside Cambria, LLC
- 14 Woodside Canyon Creek, LLC
- 15 Woodside Casa Palermo, LLC
- 16 Woodside Castleton, LLC
- 17 Woodside Cedar Creek, LLC
- 18 Woodside Clearwater, LLC
- 19 Woodside Colonial Charles SFD, LLC
- 20 Woodside Colonial Charles Villas, LLC
- 21 Woodside Communities - WDC, LLC
- 22 Woodside Communities of North Florida, LLC
- 23 Woodside Cortez Heights, LLC
- 24 Woodside Daytona Land, LLC
- 25 Woodside Eagle Marsh North, LLC
- 26 Woodside Eagle Marsh South, LLC
- 27 Woodside Encore at Sunset Ranch, LLC
- 28 Woodside Exeter South, LLC
- Woodside Farmington Hollow Cottages, LLC
- Woodside Farmington Hollow Estates, LLC
- Woodside Farmington Meadows, LLC
- Woodside Fieldstone Ranch, LLC
- Woodside Fieldstone, LLC
- Woodside Finisterre, LLC
- Woodside Foothills Sunrise, LLC
- Woodside Foothills West, LLC
- Woodside Garden Gate, LLC
- Woodside Grande Premier, LLC
- Woodside Greyhawk, LLC
- Woodside Grouse Pointe, LLC
- Woodside Hearthstone, LLC
- Woodside Heritage Lake 129, Inc.
- Woodside Heritage Lake 150, Inc.
- Woodside Heritage Lake 7200, Inc.
- Woodside Highland Ridge, LLC
- Woodside Homes Corporation
- Woodside Homes of Arizona, Inc.
- Woodside Homes of California, Inc.

- 1 Woodside Homes of Central California, Inc.
- 2 Woodside Homes of Florida, LLC
- 3 Woodside Homes of Fresno, Inc.
- 4 Woodside Homes of Minnesota, Inc.
- 5 Woodside Homes of Nevada, Inc.
- 6 Woodside Homes of Northern California, Inc.
- 7 Woodside Homes of Reno, LLC
- 8 Woodside Homes of South Texas, LLC
- 9 Woodside Homes of Southeast Florida, LLC
- 10 Woodside Homes Sales Corp.
- 11 Woodside Hunters Creek, LLC
- 12 Woodside Jackrabbit Estates, LLC
- 13 Woodside Karston Cove, LLC
- 14 Woodside Kinder Ranch, LLC
- 15 Woodside Knoll Creek, LLC
- 16 Woodside Land Holdings, LLC
- 17 Woodside Las Colinas, LLC
- 18 Woodside Legacy Oaks, LLC
- 19 Woodside Madison Colony, LLC
- 20 Woodside Magma Ranch, LLC
- 21 Woodside Majestic Oaks, LLC
- 22 Woodside Meadows of Big Lake, LLC
- 23 Woodside Menifee 105, Inc.
- 24 Woodside Montrose, Inc.
- 25 Woodside Murabella, LLC
- 26 Woodside North MPLS, LLC
- 27 Woodside Northridge, LLC
- 28 Woodside Palmilla, LLC
- Woodside Palomar, LLC
- Woodside Park Paseo, LLC
- Woodside Parkview, LLC
- Woodside Pebble Creek, LLC
- Woodside Preserve at Boulder Creek, LLC
- Woodside Provence, LLC
- Woodside Quail Crossing, LLC
- Woodside Rio Vista, LLC
- Woodside Riverwalk Preserve, LLC
- Woodside Rocking Horse, LLC
- Woodside Rockwell, LLC
- Woodside Rocky Pen, LLC
- Woodside Rogers Ranch, LLC
- Woodside Rosewood, LLC
- Woodside Royal Meadows, LLC
- Woodside S.O., LLC
- Woodside Scotland Heights, LLC
- Woodside Sienna, LLC
- Woodside Solano, LLC
- Woodside Somerset, LLC

- 1 Woodside South Brook, LLC
- 2 Woodside Southern Hills, LLC
- 3 Woodside Southridge, LLC
- 4 Woodside Springs at Boulder Creek, LLC
- 5 Woodside Stonehaven, LLC
- 6 Woodside Stoneybrook, LLC
- 7 Woodside Summerwood, LLC
- 8 Woodside Summit at Foothills Reserve, LLC
- 9 Woodside Summit at Riverwalk, LLC
- 10 Woodside Sunrise at Riverwalk, LLC
- 11 Woodside Sunset Farms, LLC
- 12 Woodside Talaverde, LLC
- 13 Woodside Tampa Palms, LLC
- 14 Woodside Tempe Village, LLC
- 15 Woodside Texas Holdings, LLC
- 16 Woodside Texas Land Holdings, LLC
- 17 Woodside Thurnbeck, LLC
- 18 Woodside Tierra Verde 301, LLC
- 19 Woodside Timberlake, LLC
- 20 Woodside Trails North at Horsemans Park, LLC
- 21 Woodside Triana, LLC
- 22 Woodside Trillium, LLC
- 23 Woodside Trinity Oak 65, LLC
- 24 Woodside Trinity Oaks 55, LLC
- 25 Woodside Tuscan Oaks, LLC
- 26 Woodside Two Creeks 50, LLC
- 27 Woodside Two Creeks 65, LLC
- 28 Woodside Two Creeks Villas, LLC
- Woodside Valencia, LLC
- Woodside Via Valencia, LLC
- Woodside Via Ventura, LLC
- Woodside Vicinato, LLC
- Woodside Villa Palazzo, LLC
- Woodside Villa Palermo, LLC
- Woodside Walden, LLC
- Woodside Watson 308, LLC
- Woodside Wildwood, LLC
- Woodside Willowbrook, LLC
- Woodside WolfCreek 121, Inc.
- Woodside WolfCreek 126, Inc.
- Woodside WolfCreek 133, Inc.
- Woodside WolfCreek 138, Inc.
- Woodside WolfCreek 77, Inc.
- Woodside Bilby Ranch, Inc.
- Woodside Montecatini, Inc.

1 PROOF OF SERVICE

2 STATE OF CALIFORNIA)
3 COUNTY OF LOS ANGELES)

4 I, Sophia L. Lee, am employed in the city and county of Los Angeles, State of California. I
5 am over the age of 18 and not a party to the within action; my business address is 10100 Santa
6 Monica Blvd., 11th Floor, Los Angeles, California 90067-4100.


7 On August 27, 2008, I caused to be served the **STIPULATION (I) PROVIDING FOR THE**
8 **ENTRY OF ORDERS FOR RELIEF AS TO INVOLUNTARY PETITIONS, AND (II) GRANTING,**
9 **IN PART, GAP PERIOD MOTIONS FILED BY THE NOTEHOLDERS AND BY JPMORGAN**
10 **CHASE BANK, N.A.** in this action by placing a true and correct copy of said document(s) in sealed
11 envelopes addressed as follows:

12 *Please see attached Service List*

- 13 (BY MAIL) I am readily familiar with the firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with the U.S.
15 Postal Service on that same day with postage thereon fully prepaid at Los Angeles,
16 California, in the ordinary course of business. I am aware that on motion of the party
17 served, service is presumed invalid if postal cancellation date or postage meter date is
18 more than one day after date of deposit for mailing in affidavit.
- 19 (BY EMAIL) I caused to be served the above-described document by email to the parties
20 indicated on the attached service list at the indicated email address.
- 21 (BY FAX) I caused to be transmitted the above-described document by facsimile
22 machine to the fax number(s) as shown. The transmission was reported as complete and
23 without error. (Service by Facsimile Transmission to those parties on the attached List
24 with fax numbers indicated.)
- 25 (BY PERSONAL SERVICE) By causing to be delivered by hand to the offices of the
26 addressee(s).
- 27 (BY OVERNIGHT DELIVERY) By sending by _____ to the addressee(s) as
28 indicated on the attached list.

29 I declare that I am employed in the office of a member of the bar of this Court at whose
30 direction was made.

31 Executed on August 27, 2008, at Los Angeles, California.

32 
33 Sophia L. Lee

PACHULSKI STANG ZIEHL & JONES LLP
ATTORNEYS AT LAW
LOS ANGELES, CALIFORNIA

1 Service List
2 In re: Woodside Group, LLC (alleged debtor)
3 USBC – Riverside Div.
4 Case No. 6:08-bk-20682 (PC)

4 **United States Trustee**

5 Elizabeth Lossing
6 Offices of the United States Trustee
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8 Riverside, CA 92501

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