

UNITED STATES BANKRUPTCY COURT      CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor: <b>Cameo Homes, Inc.</b>		Case Number: <b>8:08-13151-RK</b>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>DGM &amp; ASSOCIATES</b>		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: <b>MURTAUGH MEYER NELSON &amp; TREGLIA, LLP MICHELLE GENERAUX, ESQ. 2603 Main Street, 9th Floor Irvine, CA 92614-6232      949 794-4000</b>		Court Claim Number: _____ (If known) Filed on: <b>OCT 21 2008</b>
Name and address where payment should be sent (if different from above): <b>DGM &amp; ASSOCIATES 125 E. Baker Street, Suite 150 Costa Mesa, California 92626</b>		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: <b>\$ 8,000.00</b> If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim.
2. Basis for Claim: <u>services performed (engineering) for Sycamore Village Project in Rancho Cucamonga, CA</u> (See instruction #2 on reverse side.)		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507(a)(____).
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) <b>see Exhibit "A" attached.</b> DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <b>10/14/08</b> <b>DALE MADLER, President</b>	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.	
		FOR COURT USE ONLY

## INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

## ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM

**Court, Name of Debtor, and Case Number:**

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

**Creditor's Name and Address:**

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

**1. Amount of Claim as of Date Case Filed:**

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

**2. Basis for Claim:**

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

**3a. Debtor May Have Scheduled Account As:**

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

**4. Secured Claim:**

Check the appropriate box and provide the requested information if the

claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).** If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

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

**7. Documents:**

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

**Date and Signature:**

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

## DEFINITIONS

**Debtor**

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

**Creditor**

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

**Claim**

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

**Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

**Secured Claim Under 11 U.S.C. §506(a)**

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

**Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

**Claim Entitled to Priority Under 11 U.S.C. §507(a)**

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

**Redacted**

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

**Evidence of Perfection**

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

## INFORMATION

**Acknowledgment of Filing of Claim**

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or you may access the court's PACER system ([www.pacer.psc.uscourts.gov](http://www.pacer.psc.uscourts.gov)) for a small fee to view your filed proof of claim.

**Offers to Purchase a Claim**

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. §101 et seq.), and any applicable orders of the bankruptcy court.

**EXHIBIT A**

**PROOF OF CLAIM BY DGM & ASSOCIATES**

1. September 5, 2008 Letter to Bankruptcy Trustee and Debtors
2. August 7, 2006 Professional Services Agreement – Owner Direct between Cameo Homes and DGM & Associates;
3. DGM Statement and Invoice Nos. 2878.06 and 2845.05MP

1 **PROOF OF SERVICE**

2 I, the undersigned, declare as follows:

3 I am employed in the County of Orange, State of California. I am over the age of 18  
4 years, and not a party to the within action. I am an employee of or agent for MURTAUGH  
MEYER NELSON & TREGLIA LLP, whose business address is 2603 Main Street, 9th Floor,  
5 Irvine, California 92614-6232.

6 On October 21, 2008, I served the foregoing document(s):

7 **PROOF OF CLAIM**

8 on the following parties in this action addressed as follows:

9 **SEE ATTACHED SERVICE LIST**



11 **(BY MAIL)** I caused a true copy of each document, placed in a sealed envelope  
with postage fully paid, to be placed in the United States mail at Irvine,  
California. I am "readily familiar" with this firm's business practice for  
collection and processing of mail, that in the ordinary course of business said  
document(s) would be deposited with the U.S. Postal Service on that same day.  
12 I understand that the service shall be presumed invalid if the postal cancellation  
date or postage meter date on the envelope is more than one day after the date  
13 of deposit for mailing contained on this affidavit.



15 **(BY PERSONAL SERVICE)** I delivered each such document by hand to each  
addressee above.



17 **(BY OVERNIGHT DELIVERY)** I caused a true copy of each document,  
placed in a sealed envelope with delivery fees provided for, to be deposited in a  
box regularly maintained by Federal Express or Overnight Express. I am  
readily familiar with this firm's practice for collection and processing of  
documents for overnight delivery and know that in the ordinary course of  
18 Murtaugh Meyer Nelson & Treglia LLP's business practice the document(s)  
described above will be deposited in a box or other facility regularly  
maintained by Federal Express or Overnight Express or delivered to a courier  
19 or driver authorized by Federal Express or Overnight Express to receive  
documents on the same date it is placed at Murtaugh Meyer Nelson & Treglia  
20 LLP for collection.  
21

22 Executed on October 21, 2008, at Irvine, California.

23  
24 I declare that I am employed in the office of a member of the bar of this court at whose  
25 direction the service was made.

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27 **ANDIE HOANG**

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**SERVICE LIST**  
DGM & ASSOCIATES  
United States Bankruptcy Court  
CASE NO.: 8:08-13151  
Our File No.: 500-12062

Cameo Homes	<b>Debtor</b>
1105 Quail Street	
Newport Beach, CA 92660	
Paul J. Couchot	<b>Attorneys for Debtor,</b>
Winthrop Couchot, PC	<b>Cameo Homes</b>
660 Newport Center Drive, Suite 400	949-720-4100 phone
Newport Beach, CA 92660	949-720-4111 fax



# MURTAUGH MEYER NELSON & TREGLIA LLP

ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2603 MAIN STREET, 9TH FLOOR  
IRVINE, CALIFORNIA 92614-6232  
TELEPHONE (949) 794-4000  
FACSIMILE (949) 794-4099

MICHELLE R. GENERAUX  
PARTNER  
(949) 794-4031  
MNGENERAUX@MMNT.COM

Los Angeles Office  
444 South Flower Street, Ste. 500  
Los Angeles, California 90071-2906  
(213) 622-210

September 5, 2008

## VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED

Cameo Homes  
1105 Quail Street  
Newport Beach, CA 92660

U.S. Bankruptcy Trustee  
600 West Santa Ana Boulevard, Suite 501  
Santa Ana, CA 92701

Paul J. Couchot  
Winthrop Couchot PC  
660 Newport Center Drive, Suite 400  
Newport Beach, CA 92660

**Re: DGM & Associates -- Cameo Homes Bankruptcy**  
**Our File No.: 500-12062**  
**USBC Case No.: 8:08-bk-13151-RK**

Dear Sir or Madam:

In order to avoid any misunderstanding regarding the assets of Cameo Homes, as Cameo Homes failed to pay to DGM & Associates the \$8,000, plus interest, for the engineering services it rendered to the Sycamore Village Project in Rancho Cucamonga, California (the "Project"), and with reference to general copyright law, this letter will simply confirm that any instruments of service prepared by or on behalf DGM & Associates for the Project are assets of DGM & Associates (not Cameo Homes). In addition, DGM & Associates demands that Cameo Homes (or any party) cease and desist further use of the instruments of service prepared by or on behalf of DGM & Associates concerning the Project, and any design contained therein, in order to avoid any plagiarism claims.

Very truly yours,

MURTAUGH MEYER NELSON & TREGLIA LLP  
  
Michelle R. Generaux

MRG/mrg  
cc: Dale Madler, DGM (via U.S. Mail)

345836

U.S. Postal Service<sup>TM</sup>  
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**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

7007 2680 0000 5447 8240

Send to  
Paul Concho / Winthrop Concho  
Street, Apt. No.  
or PO Box No. 600 Newport Center Drive, Suite 400  
City, State, Zip+4  
Newport Beach CA 92660

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"><li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li><li>■ Print your name and address on the reverse so that we can return the card to you.</li><li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li></ul>	A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee
1. Article Addressed to: <i>Paul J. Concho Winthrop &amp; Concho 600 Newport Center Drive #400 Newport Beach CA 92660</i>	B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <i>SEP 8 2008</i>
	D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No
	3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label)	7007 2680 0000 5447 8240



U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark  
Here

Sent To Camco Homes  
Street, Apt. No.,  
or PO Box No. 1105 Quail Street  
City, State, ZIP+ Newport Beach CA 92660

PS Form 3800, August 2006

See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Camco Homes  
1105 Quail Street  
Newport Beach CA 92660

2. Article Number

(Transfer from service label)

7007 2680 0000 5447 8233

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature <input checked="" type="checkbox"/> <u>[Signature]</u>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee)		<input type="checkbox"/> Yes



<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark Here	
Sent To Street, Apt. No., or PO Box No. <u>US Bankruptcy Trustee</u> <u>411 W. 4th Street #9041</u> City, State, ZIP+4® <u>Santa Ana CA 92701</u>	
PS Form 3800, August 2006 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		A. Signature <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: <u>US Bankruptcy Trustee</u> <u>411 W. 4th Street Suite 9041</u> <u>Santa Ana CA 92701</u>		B. Received by (Printed Name) <u>Ramos</u> C. Date of Delivery	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number (Transfer from service label)		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
7008 1140 0002 8578 2924			

EXHIBIT D

**PROFESSIONAL SERVICES AGREEMENT – OWNER DIRECT**

Contract No: RC 106

Cost Code:

For Professional Services to be rendered, this agreement ("Agreement") is entered into this 7<sup>TH</sup> day of August, 2006 by and between:

<b>CAMEO HOMES</b> <b>PO BOX 2990</b> <b>NEWPORT BEACH CA 92658</b> <b>TEL: 949-955-3832</b> <b>FAX: 949-250-8574</b>	And	<b>DGM &amp; ASSOCIATES</b> <b>125 EAST BAKER STREET SUITE 150</b> <b>COSTA MESA CA 92626</b> <b>TEL: 714-546-3251</b> <b>FAX: 714-546-3252</b>
---	-----	---

Hereinafter called "Owner"

Hereinafter called "Consultant"

**RECITAL**

Owner proposes to improve, develop and/or subdivide **Tract No. 16605 Rancho Cucamonga Townhomes**, situated in the area of the County of San Bernardino, State of California, ("Project") legally described as follows:

**APN: 0207-101-13 and 0207-101-31 and 0207-101-34 and 0207-101-41**

**NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. FINANCING CONDITION AND CANCELLATION:** This Agreement is contingent upon Owner obtaining sufficient financing for the Project. If Owner is unable to obtain construction loans sufficient to continue or complete the work necessary for the Project as required by the Owner, then Owner may, upon written notification to Consultant, either:

- (a) immediately terminate this Agreement; or
- (b) designate which portions of the work covered by this Agreement shall be completed by Consultant.

In the event Owner is unable to proceed with this Project, for any reason whatsoever, whether wholly or partially, Owner may, at his sole discretion, cancel this Agreement without recourse by Consultant. Consultant shall be paid in full for any and all contracted work completed through official date of cancellation.

**2. DOCUMENTS:** This Agreement and Schedules A and B attached hereto together comprise the "Contract Documents." Schedule "A" attached to and incorporated in this Agreement is entitled "Supplement to Professional Services Agreement." Schedule "B" attached to and incorporated in this Agreement, is entitled "Scope of Professional Services," and describes the services to be provided by Consultant under this Agreement. Consultant acknowledges that he has carefully examined and studied Schedule "B" in its entirety. Consultant further acknowledges that the work of the various subcontractors for the Project is interrelated, and Consultant fully understands the character of the work to be performed by him under this Agreement and the "Scope of Professional Services" Documents.

**3. WORK COVERED:** Consultant agrees to perform in good and professional manner, and to furnish to the Project all labor, materials, equipment, services, machinery, tools and other facilities of every description required for the prompt and efficient provision of the services (his "Services") as outlined in Schedule "B" attached hereto. Consultant shall be obligated to provide his Services in strict compliance with the Contract Documents and all applicable Federal, State & local laws, ordinances, and regulations (including O.S.H.A. and all other safety laws) as well as with the provisions of this Agreement.

**4. CONTRACT PRICE:** For the ~~strict~~ (not substantial) performance of all of Consultant's obligations hereunder, Owner shall pay to Consultant the amounts set forth in Schedule "A" attached hereto (the "Contract Price"). In no event shall any unit prices as shown in Schedule "A" be subject to any upward adjustments without prior written permission from Owner as otherwise provided in this Agreement. Except where a different notice period is provided herein for breaches of specific clauses of this Agreement, Owner shall have the absolute right to terminate this Agreement without cause upon three (3) days prior written notice to Consultant and payment to Consultant of the portion of the Contract Price for the work completed as of the date of termination.

**5. PAYMENT SCHEDULE:** So long as Consultant is not in default under any of the provisions of this Agreement, payment will be made for the work completed at the unit price or prices specified in accordance with the payment schedule set forth in the Schedule "A" attached hereto. Owner shall not be obligated to make progress payments to Consultant until Owner has received:

- (a) City and County inspections, when applicable;
- (b) Material and labor releases as herein provided; and
- (c) Until Owner is satisfied that all complaints involving Consultant's work have been corrected by Consultant. Any payments made hereunder or advances made by Owner shall not be construed as evidence of acceptance of any of Consultant's work. If construction funds are deposited in a joint control account, Consultant agrees to accept payments from such account and any order given by Owner to Consultant thereon shall be deemed payment on the part of Owner and a release of Owner in the amount of any such order. Owner shall have the right to make payments to Consultant hereunder by checks payable jointly to Consultant and his suppliers and laborers, or any of them.

Initial Here

In the event of any dispute between Owner and Consultant, concerning any matter including but not limited to claims involving change orders, extra work, delay, or performance, such disputes shall be submitted to binding arbitration. Moreover, Consultant expressly agrees that in the event of such a dispute, provided the scheduled payments required under this Agreement have been made, then Consultant's claim for any additional compensation shall not justify cessation of work or refusal to proceed with the work. The parties expressly agree that the work shall be completed by Consultant as provided in this Agreement, and that the parties shall thereafter resolve any disputes by arbitration. ~~Should Consultant refuse to continue with or complete the work, because of a dispute over payments allegedly owed, change orders or extras, such a refusal shall be an independent breach of this Agreement, and shall subject Consultant to liability for any resulting damages, irrespective of the merits of Consultant's claim for additional compensation. CONSULTANT AGREES TO FURNISH TO OWNER, AND OWNER MAY REFUSE PAYMENT TO CONSULTANT HEREUNDER UNLESS AND UNTIL CONSULTANT FURNISHES TO OWNER, RELEASES OF CLAIMS OF, LABORERS, MATERIALMEN, ANY TRUST FUND WHICH MAY ACQUIRE A LIEN ON THE PROJECT PURSUANT TO CIVIL CODE SECTION 3111 OR OTHERWISE, AND OTHERS PERFORMING WORK OR FURNISHING MATERIAL UNDER THIS AGREEMENT, WHICH RELEASES OF CLAIMS SHALL BE MADE EXCEPT AT OWNER'S OPTION.~~

**6. ADDITIONS, CHANGES AND MODIFICATIONS TO AGREEMENT:** The terms and conditions of this Agreement are not subject to addition, modification or change, unless such addition, modification or change is made in writing by a duly authorized representative of Owner. Unless otherwise notified in writing, the only duly authorized representative of the Owner is set forth in Schedule "B", attached hereto. Any addition, change or modification made by any other person or persons shall not be binding upon Owner, nor shall Owner have any responsibility or liability for unauthorized additions, change or modification to this Agreement. All written authorization for additions, change or modification shall be attached to and be made a part of this Agreement. No addition, change or modification made as herein provided shall void this Agreement.

**7. EXTRAS:** All professional services furnished by Consultant are included within the Contract Price, even though the scope of all professional services is not specified in the Contract Documents. Owner, at any time during the progress of this Project, may order in writing changes, additions or modifications to the Contract Documents in accordance with Section 6 of this Agreement, and these changes shall not void this Agreement, but the value of the changes, as designated by Owner in the written authorization shall be added to or deducted from the Contract Price as the case may be.

**8. TAXES:** The Contract Price includes the payment by Consultant of any tax under California Sales or Use Tax Law, or any amendments thereto, or any law now existing, or which may thereafter be adopted by Federal, State, local or other governmental authority, taxing the materials, services required, or labor furnished, or any other tax levied by reason of the work performed or to be performed hereunder.

~~**9. COMMENCEMENT AND COMPLETION OF HIS SERVICES:** Time is of the utmost essence and, inasmuch as Consultant is only one of many entities providing services to the Project, and since the timely performance of Consultant's work hereunder is essential to the coordination with and completion of the various other entities' work, it is mutually recognized that Owner will suffer substantial damage if Consultant fails to perform its work in a timely manner. However, from the nature of the Project, it would be impracticable or extremely difficult to fix the actual damage to Owner in the event of a breach of this Agreement by Consultant, which causes a delay in the performance of the work described herein. Therefore, the parties hereby agree that, pursuant to a liquidated damages provision of Section 1671 of the California Civil Code, the amount of \$500.00 for each and every calendar day of delay caused by a breach of the Agreement by Consultant shall be presumed to be the amount of damages sustained by Owner as a result of any such breach. The aforementioned amount of Liquidated Damages shall be valid, binding and enforceable only if Owner and Consultant have initialed the specified boxes, below. In the event of such failure or delay in the timely performance of work, the damage affixed as herein provided above may, at the option of Owner, be applied against any amount due Consultant hereunder. The remedy herein provided for is to compensate Owner for Consultant's failure or delay in the timely provision of his Services. It is understood and agreed that this remedy is not applicable to any breach or default hereunder by Consultant which results in something other than a delay in performance, and that Owner has the right in addition hereto, to pursue any and all legal and/or equitable remedies as might be available to him in the event Consultant fails in the performance of any of the terms of this Agreement.~~

I have reviewed paragraph 9 in its entirety and understand that this agreement contains a liquidated damage amount set forth in this paragraph. By initialing this paragraph, I am agreeing to the liquidated damage amount as stated above.

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OWNER

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CONSULTANT

**10. INTERRUPTION OF WORK:** If, as a result of fire, earthquake, act of God, war, strikes, picketing, boycott, lockouts or other causes or conditions beyond the control of Owner, Consultant discontinues his Services prior to its completion, then Consultant shall resume work as soon as conditions permit, or if Consultant shall discontinue work because Owner shall consider it inadvisable to proceed with his Services, then Consultant will resume his Services promptly upon receiving written notice from Owner to do so, and Consultant shall not be entitled to any damages or compensation on account of cessation of work as a result of any of the causes mentioned above.

**11. INSPECTION AND APPROVALS:** Consultant's Services, any portion of his Services and any and all work by Consultant shall be subject to inspection and approval by all applicable governmental authorities, Owner, and Owner's representatives. Pursuant this Agreement, Consultant shall produce plans, specifications, and other documents and/or perform field services as required by any or all of the above in order to obtain said approvals. It is agreed that any change or correction required as a result

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of any such inspections and/or approvals shall be made by Consultant without additional charge, unless otherwise specifically agreed upon by Owner in writing.

**12. PLANS, DRAWINGS, SPECIFICATIONS:** All plans, drawings, reports, original papers, specifications and other work produced by Consultant for the Project pursuant to this Agreement shall be the property of the Owner and may not be used by Consultant without the prior written consent of Owner.

**13. CORRECTION AND REMOVAL OF DEFECT IN MATERIAL/EQUIPMENT OR WORK:** All defects in ~~material, equipment used~~, Services or work performed under this Agreement as designated by City or County inspectors or Owner, upon inspection and brought to the attention of Consultant shall immediately be corrected by Consultant to the satisfaction of Owner and the governmental authority. If any workmanship or Services, ~~materials or equipment~~ are declared in writing by Owner or any applicable governmental authority to be unsound or improper, then Consultant shall, within twenty-four (24) hours after service upon him of written notice from Owner or the appropriate governmental authority to that effect, ~~proceed with due diligence to remove from the site all such materials or equipment~~, and shall correct all or any portion of such work or Services as may be required. In the event that Consultant is unable to correct such work or Services, for any reason, and Owner is required to bring in outside personnel/companies to either correct or redo work previously performed by Consultant, Owner, at its option, may deduct from the payment due or to become due to Consultant an amount that shall represent the difference between the fair and reasonable value of such work or Services and its value had it been executed in conformity with the Contract Documents.

**14. FAILURE TO ADEQUATELY PERFORM:** Upon written or oral notification from the Owner that Consultant's performance is in any respect unsatisfactory, needs correction or that Consultant has failed to comply fully with the terms of this Agreement or the Contract Documents, or that his Services are incomplete, Consultant shall, within twenty-four (24) hours of such notification, take all action which is necessary to cause him to perform his Services in accordance with this Agreement or the requirements of the Owner. Should the Consultant fail to commence performance his services to the requirements of this Agreement within twenty-four (24) hours after written notification, Owner may terminate this Agreement.

**15. RELATED WORK:** Consultant acknowledges that the interrelationship and interactions between the designs provided by him and the work of the various subcontractors are critical in ensuring the units in the Project are constructed in a manner which meets the reasonable expectations of the ultimate purchasers of the home. Therefore, Consultant agrees to include sufficient details or notes in the plans to ensure that where the work of related subcontractors come together, those subcontractors can reasonably rely on the plans, notes, details and specifications provided by Consultant to adequately convey how the work of the related trade should integrate.

**16. AIR QUALITY AND STORM WATER RUNOFF REQUIREMENTS:**

A. ~~Air Quality:~~ Consultant acknowledges that the South Coast Air Quality Management District ("SCAQMD") has requirements regarding job site emissions into the air and other requirements related to air quality. All Consultants, Subcontractors and/or Suppliers that work on Owner's projects are required to meet specific certification requirements set by the SCAQMD, and may be required to obtain permits, licenses and certifications required by the SCAQMD. It is the Consultant's sole responsibility to obtain any and all relevant permits, licenses and certifications required by the SCAQMD. Additional information may be available at the AQMD website at [www.aqmd.gov](http://www.aqmd.gov).

B. ~~Storm Water And Construction Site Run-Off:~~ Where construction projects disturb one or more acres of soil or disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, Owner or Owner will obtain a General Permit for Discharges of Storm Water Associated with Construction Activity Construction ("Construction General Permit"). All such projects and the activities of the contractors and subcontractors and consultants who work on them are subject to this permit. The construction activities include but are not limited to clearing, grading and disturbances to the ground such as stockpiling, or excavation. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP contains site map(s), which show the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP lists Best Management Practices (BMPs) used to protect storm water runoff and the placement of the BMPs. Additionally, the SWPPP contains a visual monitoring program, a chemical monitoring program for "non-visible" pollutants to be implemented if there is a failure of BMPs, and a sediment monitoring plan if the site discharges directly to an identified water body.

Consultant acknowledges his obligations to read and understand the SWPPP for the Project, and to ensure that the activities of all of his employees, sub-contractors and suppliers conform to the requirements of the SWPPP. ~~All Consultants, Subcontractors/Suppliers that work on Owner's projects are required by law to be SWPPP "certified".~~ For information regarding certification, Consultant should contact the State Water Resources Control Board, Division of Water Quality at 916 341 5538 or visit their website at [www.swrcb.ca.gov/stormwtr/index.html](http://www.swrcb.ca.gov/stormwtr/index.html)

C. ~~Responsibility For Fines And Orders:~~ Consultant is solely responsible for the payment of any fines or the imposition of any conditions and/or Orders by the SCAQMD and/or the Air Quality Management District ("AQMD") relating in any manner to the work performed by the Consultant at the Project. Consultant agrees to defend and indemnify Owner regarding any fine imposed or cost incurred as the result of Consultant's work at the Project which is made by the SCAQMD or the AQMD against Owner.

**17. RIGHTS OF OWNER ON TERMINATION:** In the event of termination of this Agreement by Owner as provide herein, Consultant hereby authorizes Owner to perform and complete his Services and in connection therewith, Owner may:

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- (a) eject Consultant;
- (b) take possession of all materials, plans, tools and equipment already on the site, as well as all materials, reports, etc., in the course of preparation wherever located, and have any and all rights under all agreements of Consultant; and/or
- (c) go into the open market and secure materials and employ men, or another consultant, necessary to complete his Services, at Consultant's expense.

Consultant shall not be entitled to receive any further payment until acceptance of the entire Project and then only after the direct and indirect costs incurred by Owner to complete Consultant's work, plus a reasonable allowance for profit for Owner, have been determined. The direct and indirect costs and the allowances for profit shall apply against the Contract Price, and, if in excess of the balance due Consultant, the amount of the excess shall be a debt immediately due and owing from Consultant to Owner. If the balance of the Contract Price shall exceed Owner's direct and indirect cost, plus a reasonable allowance for profit, as above provided, such excess shall be paid to Consultant at the time of acceptance of the entire Project.

**18. CLAIMS OF CONSULTANT FOR DELAY OR DAMAGE:** Consultant expressly waives any and all rights to make claim or be entitled to receive any compensation or damage for failure of Owner or other consultants to have related portions of his Services completed in time for the work of Consultant to proceed.

**19. INSURANCE:** Consultant shall, during the continuance of the work and Services under this Agreement, including extra work in connection therewith, maintain the following insurance coverage:

- A. ALL INSURANCE MUST BE PLACED WITH A COMPANY WHOSE LATEST BEST'S FINANCIAL STRENGTH RATING IS "A" OR BETTER, AND WHOSE FINANCIAL SIZE CATEGORY IS 9 OR BETTER.
  - i. Worker's Compensation Employer's Liability Insurance, and any and all insurance required by Employee Benefit Acts or other statutes applicable where the work is to be performed. Such insurance shall be in amounts sufficient to protect the Consultant or any of its sub-consultants or subcontractors from any liability for bodily injury, sickness or disease (including death resulting at any time therefrom) or any of its employees, including any liability or damage which may arise by virtue of any statute or law in force which may hereinafter be enacted, but in not event shall such be policy provide less than \$1,000,000 of coverage.
  - ii. Comprehensive: General Liability & Property Damage Insurance with minimum liability requirements in the amounts of \$1,000,000 Combined Single Limit, \$1,000,000 per occurrence, Completed Operations Coverage of \$1,000,000 per occurrence and a \$2,000,000 Aggregate for each aforementioned coverage, unless higher limits are specified in Schedule "B". Such insurance shall be written on ISO Form No. CG00 01 1001 or it's equivalent provide however that Contractor has provided advanced written approval of such an equivalent insurance policy.
  - iii. Comprehensive Auto: Automobile Liability Insurance, including Property Damage covering all of Consultant's non-owned and hired autos ~~owned or rented equipment~~ used in connection with the Project or his Services, (or those ~~that owned or rented equipment~~ of Consultant's agents, officers, principals and employees used in connection with the Project or his Services) with minimum liability requirements in the amount of \$1,000,000 per occurrence for bodily injury (including death resulting at any time therefrom) and property damage.
  - iv. Professional Liability/Errors & Omissions: Consultant shall maintain Professional Liability and/or Errors & Omissions Insurance with \$1,000,000 policy limits per claim, covering all liability which may be or is incurred by Consultant arising out of his Services provided by Consultant to the Project.
  - ~~v. Excess Insurance: Consultant shall procure Excess Automobile Insurance in the amount of \$2,000,000 and Excess General Liability Insurance in the amount of \$5,000,000. Such Excess coverage shall be primary to any other coverages purchased by, or on behalf of Contractor.~~
- B. All insurance policies shall contain appropriate endorsements extending the coverage thereof to include the liability assumed by the Consultant under this Agreement. Higher limits of insurance may be required under the provisions of Schedule "B", attached hereto.
- C. Consultant will procure and forward to Owner, prior to commencement of work or within ten (10) days of signing this Agreement, whichever is first, Certificates of Insurance verifying it has met the insurance requirements specified in this section. Consultant shall provide written documentation, including but not limited to Certificates of Insurance, that equivalent renewal or replacement insurance has been procured prior to the time that any previously existing insurance policy that consultant is required to maintain pursuant to the terms of this Agreement, terminates. Upon request, any subconsultant shall also provide a full and complete copy of the operative insurance policy, including the Declaration Page and all endorsements.
- D. Consultant shall procure and forward to the Owner, prior to commencement of work or within ten (10) days of signing this Agreement, whichever is first, endorsements to each insurance policy (except the worker's compensation and professional liability insurance) identified in this section naming Owner, Contractor, and their officers, directors, agents, servants, employees, divisions, subsidiaries, joint venturers, members, partners, principals, shareholders and affiliated companies (collectively referred to in this contract as "The Group") as

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additional insureds under each policy. Relevant to naming The Group as Additional Insured, the wording shall be as follows:

"It is understood and agreed that coverage afforded by this policy shall also apply to G Companies Construction, Inc., Housing Capital Company, Weyerhaeuser Capital; their officers, directors, agents, servants, employees, divisions, subsidiaries, joint venturers, members, partners, principals, shareholders and affiliated companies (collectively referred to in the Agreement as "the Group") as additional insureds. This insurance is primary, and any other insurance maintained by such additional insured is non-contributing with this insurance as respects claims or liability arising out of or resulting from the acts or omissions of the named insured, or of others performing work on behalf of the named insured."

If required by any Lender for the Project, Consultant shall also name the Lender as an additional insured under the aforementioned insurance policy or policies and any and all references to "The Group" shall apply equally to Lender throughout Paragraph 19.

Such policy of insurance shall also provide that any losses shall be payable to the insureds (or any mortgage as to the insurance in Section 10(A)(ii), as their interests may appear, notwithstanding any act or failure to act or negligence of Consultant or any other person. Such insurance shall provide that any waiver of subrogation rights by the insured does not void the coverage otherwise provided, and Consultant and Contractor each hereby waive any and all rights of recovery against the other for loss or damage to such waiving party or others under its control or any of their property, to the extent, and only to the extent, that such loss or damage is covered by the insurance policies required to be provided under this Agreement, which insurance policies are in force at the time of such loss. (?)

- E. The additional insured endorsements required by this section shall waive any right of subrogation against the Group with regard to any loss or damages arising out of or incidental to the perils insured against by the policy of insurance described herein.
- F. All insurance policies procured hereunder shall provide that no material change or cancellation in insurance shall be made by the Consultant or its carrier without thirty (30) days written notice to Owner and Owner's written approval thereof.
- G. Compliance or failure to comply by the Consultant with the foregoing insurance requirements as to carrying insurance and furnishing certificates shall not relieve the Consultant of his liabilities and obligations under this clause, nor shall it relieve Consultant from his indemnification and warranty obligations to the Group arising out of this Agreement or otherwise.
- H. No acceptance of insurance certificates or additional insured endorsements by Owner shall in any way limit or relieve Consultant of its duties and responsibilities under this Agreement.
- I. Consultant hereby waives any right of subrogation that it may have against the Group with regard to any loss or damages arising out of or incidental to the perils insured against by the policy of insurance described herein. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise or did not pay the insurance premium directly or indirectly, whether or not such person or entity had an insurable interest in the property damaged.

## **20. INDEMNIFICATION/WAIVER:**

A. Except as prohibited by the provisions of California Civil Code Sections 2782 (c), (d), pursuant to *California Civil Code* section 2782.5, Consultant will defend, indemnify and hold the Group harmless from any and all damages, including bodily injury and property damage sustained by Contractor, Owner and any third person, (including attorneys' fees and costs) caused by defective work, defective materials or plans which were not properly drawn, noted or specified by Consultant due to an act, error or omission by the Consultant, and will pay and reimburse Owner for any and all such damages. Where it is contended that both design defect and construction errors contributed to the defect and/or damages, Consultant shall be responsible only for the repair of those defects and/or repair and replacement of damaged items attributed to the Consultant by a trier of fact in whatever proceeding is employed to resolve the dispute.

The parties have negotiated this indemnity/waiver provision pursuant to California Civil Code Section 2782.5 and expressly agree to its provisions. The parties understand that should any claim for construction defects and/or construction defect lawsuits or causes of action be asserted against the Group, which claims, lawsuits or causes of action arise from Residential Construction, Subcontractor's indemnity obligations shall be determined pursuant to the provisions of California Civil Code Section 2782.

- B. Consultant shall pay any attorney's fees, legal costs or other costs incurred by the Group in defending against any claim actually or potentially encompassed by this section. Consultant shall pay any attorney's fees, legal costs or other costs incurred by the Group in pursuing Consultant to enforce any right or obligation enumerated in this Agreement.
- C. ~~Where Consultant's work is not in compliance with the standards "Standards" set forth in the Right to Repair Act (California Civil Code sections 895 et seq.), the scope of the defense and indemnity obligations described in this subsection also include any and all costs incurred by the Group to repair, replace or redesign any item, which repair, replacement or redesign is necessary because Consultant's work caused or contributed to such non-~~

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~~compliance with the Standards. This cost shall include having the repair, replacement or redesign made by a contractor or professional other than the Consultant, pursuant to the Right to Repair Act.~~

- D. Consultant will pay when due every valid liability created or incurred by Consultant, its agents, servants and employees, and Owner shall not have any obligation or liability whatsoever unto Consultant, its agents, servants or employees excepting only the payment to Consultant of the Contract Price at the time and in installments as provided in the SCHEDULE "A", subject to the obligations of this Agreement.
- E. Notwithstanding the foregoing, to the extent so required under the law of this jurisdiction, the indemnity agreement created herein shall not apply to nor purport to indemnify or hold harmless any person or entity included in the Group against any liability arising from the sole negligence or willful misconduct of that person or entity, its agents, servants or independent contractors who are directly responsible for damages for:
- i. death or bodily injury to persons; and
  - ii. injury to property;
- F. In case any suit or other proceedings shall be brought against the Group at any time on account of or by reason of any negligent performance of Consultant (or its officers, agents or employees), Consultant agrees to assume the defense thereof at the request of any or all of the Group and to defend the same at Consultant's own expense and to pay all judgments and other expenses in connection therewith.
- G. ~~Consultant waives all of its rights, claims, liabilities, losses, damages, costs and expenses against Contractor, Owner, their officers, directors, agents, servants, employees, partners, shareholders, joint venturers, members and their affiliates arising out of this Agreement or otherwise except for claims for payment under this Agreement and any mechanics or materialman's lien, if any, that Consultant is otherwise entitled to under applicable law with respect to such claim for payment.~~

**21. INDEPENDENT CONTRACTOR RELATIONSHIP:** The relationship of Consultant during the term of this Agreement shall be that of any independent contractor. Consultant shall take any and all action necessary to maintain said independent contractor relationship throughout the term of this Agreement, and Consultant shall at no time be considered an employee of Owner.

**22. PERMITS, LICENSES AND LAWS:** Before beginning any portion of the Project, Consultant shall obtain, at his expense, all certifications, permits and licenses required for his work on the Project. Consultant shall comply with all laws, ordinances, rules, regulations, orders and requirements of the applicable city and county governments, the State and Federal governments, and of any board or commission or any other duly qualified body having jurisdiction, which shall or might affect or apply to the Project. Consultant shall exhibit each such required permit or license to Owner upon its request. Any fines, penalties or judgments incurred at the Project which are due to the Consultant's failure to obtain a required certification or permit shall be borne and paid solely by Consultant.

**23. ASSIGNMENT:** Consultant shall not assign or subcontract all or any portion of this Agreement without first obtaining in each and every instance permission in writing from Owner, and then only subject to, and upon the same terms and conditions, as the provisions of this Agreement. Any permission granted by Owner shall not be deemed permission to any subsequent assignment or subcontract. Any assignment or subcontract that Consultant made without the consent of Owner as herein provided shall be null and void and shall at the option of Owner be grounds for termination of this Agreement, and Owner shall have the right to elect to terminate the Agreement or, at Owner's sole discretion, to proceed in accordance with the provisions of this Agreement. Any such assignment or subcontract shall contain all of the provisions of this Agreement and shall require the assignee or subcontractee thereafter to be directly liable to Owner in all respects as therein required of Consultant. Any assignment of this Agreement or assignment of payments shall be submitted to the Owner for its prior written approval and shall not be binding upon Owner until so approved. No assignment shall relieve Consultant from his duties, obligations and liability hereunder, unless specifically relieved in writing by Owner.

**24. LIENS:** Consultant shall pay when due all claims for labor or materials incurred by him in the performance of this Agreement. If any lien of mechanics, materialmen or a trust fund pursuant to Civil Code Section 3111 or attachments garnishments, or suits affecting title to real property are filed against the Project, or any portion of it, Consultant shall within ten (10) days after written demand of him by Owner, cause the effect of such lien, attachment or suit to be removed from the Project, or any portion thereof, and in the event Consultant shall fail to do so, Owner is hereby authorized to use whatever means it may deem best to cause the lien, attachment or suit, together with its effect upon title, to be removed, discharged, satisfied, compromised or dismissed, and the cost thereof, including reasonable attorneys' fees incurred by Owner, shall become immediately due from Consultant to Owner. Consultant may contest any such lien, attachment or suit, provided that first he shall cause the effect to be removed from the Project, or any part thereof, and shall do such further things as is necessary to cause a lender of any portion of the Project not to withhold, by reason of such liens, attachments or suits, monies due to Owner.

**25. INSOLVENCY OR BANKRUPTCY:**

- A. In the event of an appointment of a receiver for Consultant or in the event Consultant makes an assignment for the benefit of creditors, Owner may terminate this Agreement by giving three (3) working days written notice to Consultant and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Consultant, Owner may terminate this Agreement by giving three (3) working days written notice to Consultant, its trustee and its surety, if any, unless the Consultant, the surety, or the trustee: (i) promptly cures all defaults, (ii) provides Owner with adequate assurances of its future performance, (iii) compensates Owner for any actual pecuniary loss resulting from such defaults, and (iv) assumes the obligations of Consultant within the statutory time limits.
- B. If Consultant is not performing the Project in accordance with this Agreement at the time of entering an order for relief, or at any subsequent time, Owner, while awaiting the decision of Consultant or its trustee to accept or

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reject and provide adequate assurances of its ability to perform hereunder, may immediately avail itself of such remedies as are reasonably necessary to maintain the progress of the Project. Owner may offset against the Contract Price all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable profit, overhead and attorneys' fees and expenses. Consultant shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.

- C. In the event that Consultant has proceeded to file a petition with the Bankruptcy Court under the applicable Bankruptcy Laws during the pendency of any dispute between them, Consultant agrees, that upon request by Owner, it shall immediately stipulate to an order granting relief from the automatic stay then in effect so as to allow Owner to proceed against any insurance carrier covering Consultant for the Project and/or any obligations described in this Agreement as well as any insurance carrier having issued certificates or additional insured endorsements to the Group.

If insolvency or bankruptcy causes Consultant not to perform its obligations under this Agreement, this Agreement may be terminated at the option of Owner upon twenty-four (24) hours written notice to Consultant, and Owner shall have all the rights or remedies provided at law or in equity, including those specified in Paragraph 17. Consultant hereby authorizes all financial institutions, materialmen and individuals to disclose to Owner Consultant's financial status, credit and manner of meeting obligations.

**26. DEATH OF CONSULTANT:** If Consultant is a sole proprietor, his death shall, at Owner's sole option, automatically terminate this Agreement.

**27. CONSULTANT'S WARRANTIES AND REPRESENTATIONS:** As a material inducement to Owner to enter into this Agreement, Consultant warrants and represents as follows:

- (a) Consultant is familiar with all requirements of the Agreement and Contract Documents.
- (b) Consultant has investigated the Project and has satisfied himself regarding the character of the work and local conditions that may affect it or its performance.
- (c) Consultant is satisfied that his Services can be performed and completed as required in this Agreement, except as noted.
- (d) Consultant represents warrants that in entering into this Agreement he has not been influenced by any statement or promise of Owner or its representatives but only by the Contract Documents.
- (e) Consultant is financially solvent.
- (f) Consultant is experienced and competent to perform this Agreement.
- (g) Consultant is qualified, licensed in good standing and authorized to do business in the State of California.
- (h) Consultant is familiar with all general and special laws, ordinances, and regulations that may affect his Services, its performance, or those persons employed therein.
- (i) Consultant is familiar with the tax and labor regulations and with rates of pay that will affect the work hereunder.

In addition to such other warranties and guaranties required by this Agreement, Consultant acknowledges that representation this warranty and guaranty is for the express benefit of The Group and Lenders, which may now or hereafter have security interest in the real property upon which improvements are to be constructed on the Tract, described more fully above, and shall further be for the benefit of Purchasers of the improvements to be so constructed, to the extent provided pursuant to California Civil Code Sections 895 et seq., (also known as SB 800). Further, Consultant hereby indemnifies and agrees to hold The Group and Lenders harmless from any and all claims, demands, damages, liabilities, costs and expenses, either of a punitive or compensatory nature (including attorney's fees) arising from the failure by Consultant to comply with any applicable local, state or federal statute or regulation or the failure to comply with the applicable standards of Consultant's profession.

**28. PUBLICITY:** Consultant shall not disclose or make public to any news media or any persons associated with the news media or by advertisement or by public release of any kind or nature the fact that Consultant has entered into this Agreement with Owner, unless such public release is first approved in writing by Owner.

**29. CONFLICT OF LAW:** The laws of the State of California shall govern the interpretation, validity and construction of the terms and conditions of this Agreement.

**30. PLACE OF PERFORMANCE:** Execution of this Agreement shall be at Owner's principal place of business in the City of Newport Beach, County of Orange, State of California and the County of Orange, State of California, shall be deemed the place of performance of all this Agreement for all legal purposes. In the event of arbitration proceedings or legal proceedings, the venue will be the County of Orange, California.

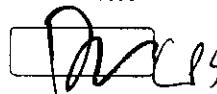
**31. HEIRS AND ASSIGNS:** This Agreement shall inure to the benefits of and be binding on the heirs, executors, administrators and successors of the respective parties hereto, and the assigns of Owner.

**32. NOTICES:** Any notices or statements required or designed to be give under this Agreement, unless otherwise provided herein, shall be personally served or sent by United States mail to the address as set forth on the first page of this Agreement, until notice of a different address be given. Notices not personally served shall be deemed given one (1) day after deposit in the United States mail, properly addressed and with postage prepaid.

**33. SCHEDULES "A" and "B":** Schedule "A" and Schedule "B", that are attached, are hereby incorporated herein by this reference as if wholly set forth at length.

**34. SAFETY REGULATIONS:** Consultant shall comply with all applicable safety regulations and orders, including, but not limited to, regulations and orders of all Federal, State and local agencies and the State of California Department of Industrial Relations, Division of Industrial Safety and any regulations issued by any governmental agency in connection therewith, and shall

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hold Owner free and harmless from any and all claims by reason of Consultant's failure to fully comply with such laws, acts, or regulations.

35. **ACCIDENT REPORTS:** Consultant shall report to Owner all accidents incidental on his Services, which result in death or injury to persons or in damage to property.

36. **ARBITRATION:**

- A. All claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to said Agreement or the breach thereof, and related to disputes arising during the course of construction and before the Notices of Completion are filed, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association before a single Arbitrator, unless said parties mutually agree otherwise in writing. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person or persons not a party to this Agreement except by written consent, containing specific reference to this Agreement and signed by the Owner, Contractor, Subcontractor, and any other person sought to be joined. Any consent to arbitration involving any additional person or persons shall not constitute consent to arbitration of any dispute not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented by the parties hereto shall be specifically enforceable under the California arbitration statutes.
- B. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other manner in question would be barred by the applicable statute of limitations.
- C. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

37. **ATTORNEYS' FEES:** In the event of any dispute or litigation to enforce any of the provisions of this Agreement, or to declare any right of the parties hereto, the non-prevailing party shall pay all costs and expenses, including reasonable attorney's fees, incurred therein by the prevailing party, all of which may be included in and as a part of the judgment rendered in such dispute or litigation.

38. **SUBCONTRACT DRAFTED BY BOTH PARTIES:** The language of this Agreement shall be construed as a whole, according to its fair meaning and intent. Unless a word is expressly defined, it has been used in its ordinary sense. No presumption or inference shall be drawn against the person principally responsible for the drafting of this Agreement or any specific portion of this Agreement. It is acknowledged that all parties to this Agreement have had an opportunity to consult with their respective attorneys concerning the terms and conditions of this Agreement. Both parties have had the opportunity to request and negotiate changes to the Agreement. As a consequence, this Agreement shall be deemed to have been drafted by all parties to the Agreement and neither Consultant nor Owner shall maintain otherwise.


39. **SEVERABILITY:** Should any of the provisions of this Agreement prove to be invalid, unenforceable or otherwise ineffective, the other provisions of this Agreement shall remain in full force and effect. Any invalid, unenforceable or otherwise ineffective provision of this Agreement shall be enforced to the maximum extent allowed by law.

40. **ABSENCE OF LIQUIDATED DAMAGE AMOUNT IN AGREEMENT:** If the parties have not entered a Liquidated Damage amount in paragraph 9 **and** if both parties have not initialed the appropriate boxes indicating their agreement as to the amount of liquidated damages in the space provided following paragraph 9, there shall be no entitlement to Liquidated Damages by Owner or The Group under the terms of this agreement.

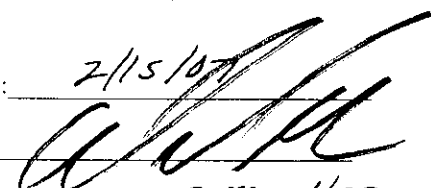
41. **NO THIRD PARTY BENEFICIARIES UNLESS EXPRESSLY PROVIDED:** Owner and Provider herein agree that except as expressly required by the terms of this Agreement, no person or entity is intended to be a Third Party Beneficiary of this Agreement.

CAMEO HOMES

DGM & ASSOCIATES

DATED: 2/28/07  
By: 

Title: Christine Sorsci  
Chief Operating Officer /  
Executive Director

DATED: 2/15/07  
By:   
Dale G. Madler  
President

Title: Dale G. Madler  
President

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**INDEX OF AGREEMENT SCHEDULES**

- A. SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT**
- B. SCOPE OF PROFESSIONAL SERVICES**
- C. PAYMENT SCHEDULE**

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**SCHEDULE "A"**  
**SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT**

**CONSULTANT:** DGM & ASSOCIATES  
**CONTRACT:** ELECTRICAL, MECHANICAL, AND PLUMBING ENGINEERING  
**PROJECT/TRACT NO.:** RANCHO CUCAMONGA TOWNHOMES

This Supplement to Professional Services Agreement is incorporated by this reference in the Agreement between Contractor and Consultant. "Agreement" as used throughout these documents includes the Professional Services Agreement and all attached Schedules and Exhibits.

If there is any conflict between the Professional Services Agreement and this Supplemental Schedule, the terms and provisions of this Supplemental Schedule shall supercede those existing in the Professional Services Agreement.

1. **CONTRACT PRICE:** The total contract amount is **\$85,000.00** for the full and complete obligations under this Agreement, subject to all authorized additions, deletions, or adjustments.

2. **PAYMENT:** Lump Sum (or as per payment schedule as set forth in paragraph 3, below).

3. **SCHEDULE OF PAYMENT (Draw Schedule):** Payment Schedule attached in "Schedule C"

4. ~~**OFFSETTING ACCOUNTS:** If Consultant is or becomes indebted to Contractor on any other job or for any other reason, then Contractor may offset such indebtedness against any amounts due and owing to Consultant under this Agreement.~~

5. **PAYMENT DATE:** Payments by Contractor to Consultant will be made no later than the tenth of the month for all invoices received no later than the first (1<sup>st</sup>) of the previous month ("Progress Billings").

6. ~~**RETENTION:** Ten percent (10%) of the portion of any invoice approved by Contractor shall, in the Contractor's sole discretion, be withheld from all Progress Billings (the Retention"). Within 35 days after notice of completion is recorded, the Contractor shall pay the Retention less 150% of the disputed amount when there is a bona fide dispute between the Contractor and Consultant. Any payment to Consultant, including the final payment, or final inspection, or notice of completion or any governmental inspection shall not be construed as an acceptance by Contractor or a waiver or release of any claims, demands, or causes of action of or for any known or unknown, patent or latent defect or unsatisfactory workmanship and/or materials.~~

7. **PAYMENTS TO CONSULTANT CONDITIONED UPON PAYMENTS FROM OWNER:** Contractor will pay Consultant for work performed under this Subcontract only from funds paid by the owner of the Property ("Owner") to Contractor for the Project. If Owner wrongfully fails to pay Contractor monies owed to Contractor under Contractor's agreement with Owner for work on the Project (the "Prime Contract"), then Contractor's obligation of payment to Consultant under this Agreement shall be excused, on a pro rata basis with the unpaid portion of all other subcontracts on the Project, to the extent of Owner's failure to pay Contractor. It is expressly agreed that Owner's payments to Contractor under the Prime Contract shall be a condition precedent to payments by Contractor to Consultant.

8. **DESIGNATED REPRESENTATIVE:** Contractor designates Victor J. Mahony as the only individual authorized to make additions, changes or modifications to the Subcontract and/or the Project Documents. All additions, changes or modifications to the Subcontract and/or the Project Documents must be in writing.

9. **LIMITS OF INSURANCE:** Paragraph 19Aii, of the Professional Services Agreement is hereby modified to require minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for the general liability and property damage coverages that shall include the broad form and completed operations coverage.

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**SCHEDULE B**  
**SCOPE OF PROFESSIONAL SERVICES**

**SCOPE OF SERVICES - ELECTRICAL**

1. Coordination with utility consultant for power, telephone, and CATV
2. Coordination meetings with Owner and Architect
3. Design drawings and coordination meetings
4. Complete working drawings showing the following:
  - a. Conduit stub out 5' from building main service feeding each multi meter section
  - b. Telephone distribution to each apartment from Building IDF
  - c. Cable TV distribution and to each apartment from Building IDF
  - d. Site lighting around buildings and around pool areas
  - e. Power and lighting for three (3) typical units
  - f. Telephone and Cable TV for three (3) typical units
  - g. Power connection to HVAC and plumbing equipment for three (3) typical units
  - h. Site lighting
  - i. Site photometric lighting plan
  - j. Fire Alarm System, locate devices with performance specifications
  - k. Design and documentation in compliance with the 2005 Title 24 energy standards
  - l. Location of phone/data television outlets in units and recreation building with performance specifications

**SCOPE OF SERVICES - MECHANICAL**

1. Provide split system heat pump system for each residential unit
2. Provide toilet exhaust and dryer vent exhaust system for each residential unit
3. Provide mechanical ventilation to electrical room
4. Provide Title 24 calculations for each unit and recreation building
5. Preliminary Phase (Prior to start of Construction Documents)
  - a. Confer with Architect, Owner and other Consultants to determine feasibility of design and scope of work.
  - b. Establish design criteria and space requirements for the systems
  - c. Coordinate essential equipment information to Architect and other consultants
  - d. Provide preliminary analysis of building envelope to determine requirements for compliance with Energy Conservation Standards
  - e. Prepare preliminary heating and cooling load analysis
6. Contract Document Phase:
  - a. Prepare working drawings and specifications which establish the full extent, quantity and quality of work to be done make final selection of equipment and materials required for the portion of the project within our scope
  - b. Coordinate all design work with the requirements of building codes and agencies having jurisdiction
  - c. Provide assistance to the Owner and other Consultants in correlating the work with other divisions of the project
  - d. Provide assistance to the Architect in the preparation of all documents for approval of agencies having jurisdiction, including final Title 24, Building Envelope Compliance Forms and calculations.
  - e. Finalize heating and cooling load analysis
  - f. Review and comment on contractor bids

**SCOPE OF WORK - PLUMBING**

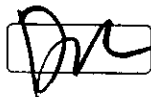
1. Provide plumbing utilities and fixtures in toilet and kitchen for each residential unit and condensate drain to each fan coil unit. P.O.C. to building utilities shall be 5'-0" from building
2. Provide building storm drains and overflow drain system
3. Provide water and gas calculations and utility coordination
4. Provide domestic hot water heaters to serve each unit
5. Site plumbing utilities shall be responsibility of Civil
6. Preliminary Phases (Prior to start of Construction Documents)
  - a. Confer with Architect, Owner, and other Consultants to determine feasibility of design and scope of work.
  - b. Establish design criteria and space requirements for the systems
  - c. Coordinate site utilities and contact the appropriate parties
  - d. Coordinate essential equipment information to Architect and other consultants
7. Construction Document Phase:
  - a. Prepare working drawings and specifications which establish the full extent, quantity and quality of work to be done and make final selection of equipment and materials required for the portion of the project within our scope.
  - b. Coordinate all design work with the requirements of building codes and agencies having jurisdiction
  - c. Provide assistance to Owner and other Consultants in correlating the work with other divisions of the project
  - d. Review and comment on contractor bids

**Coordination Meetings**

1. Three (3) meetings during CD's at Architect's office

**Construction Administration**

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1. Construction Administration to include the following
  - a. RFI's
  - b. Shop Drawing Review

**Information Requirements**

1. Architectural drawings are to be provided to DGM & Associates in both of the following formats;
  - a. Hard Copies of architectural base sheets on reproducible media (transparent bond or vellum only)
  - b. Electronic files in AutoCAD release 14 or 2000 of architectural base sheets with all necessary xrefs attached (not binded). All objects including blocks and entities shall be defined with color by layer. Information is to be provided to DGM & Associates via email to [cad@dgmassociates.com](mailto:cad@dgmassociates.com) or via zip disk or CD-rom.

**Exclusions**

1. Plan check submittals, fees and permits.
2. Blueprinting, plotting and delivery charge.
3. Final Design and submittal to plan check.
4. Preparation of "As-Builts".
5. Lighting and power layout in common areas of building.
6. Due to the fact that reproducible are not included in the contract amount, please provide name and account number of the reprographic company that is to be used by DGM & Associates on this project.

Reprographic Company Name: Internet Blueprint -- Irvine

16372 Construction Circle East #7

Irvine, CA 92606

(888) 377-5267 - Phone

Account No./Reference:

Rancho Cucamonga

Account Name:

G Companies Construction, Inc.

**Extra Services:**

1. Work resulting from changes by the Contractor
2. Additional site visitations when requested by the Contractor
3. Items not included in Paragraphs A, B and C above
4. Drawing plotting services for Computer Aided Drafting

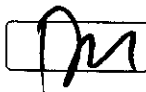
For extra services not included in the above, reimbursement to be on an hourly basis as follows:

Principal	\$ 175.00/Hour
Senior Associate Engineer	\$ 150.00/Hour
Project Manager	\$ 130.00/Hour
Designer	\$ 100.00/Hour
Draftsman	\$ 80.00/Hour
Technical Typist	\$ 75.00/Hour

**Terms and Conditions:**

1. Reimbursable expenses shall include long distance telephone calls, air travel , car rental, hotel, meals, when out of Orange County and Los Angeles County, California, blueprinting and attorney's fees (if applicable) in an attempt to collect monies due for services performed.
2. Payments are due and payable each month as invoiced in proportion to work completed and expenses accumulated.
3. If the Contractor fails to pay the Consultant within 45-days after receipt of the Consultant's invoice, the Consultant may, after giving seven (7) day written notice to the Contractor, suspend services under this Agreement until outstanding invoices have been paid in full.
4. In the event the project is abandoned, the compensation will be the last progress billing plus a mutually agreed upon amount of work executed since that billing.
5. Contractor and Consultant have discussed their risks, rewards and benefits of the project and the Consultant's total fee for services. The risks have been allocated such that the Contractor agrees that, to the fullest extent permitted by law, Consultant's total liability to Contractor for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of Fifty Thousand Dollars or the amount of the Consultant's fee, whichever is greater. Such causes include, but are not limited to, design professional's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
6. It is agreed that the professional services of the Consultant do not extend to or include the review or site observation of the Contractor's work or performance. It is further agreed that the Contractor will defend, indemnify and hold harmless the Consultant from any claim or suite whatsoever, including, but not limited to all payments, expenses, or costs involved, arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the drawings. The Consultant agrees to be responsible for his own or his employee's negligent acts, errors, omissions in the performance of their professional services.
7. The Contractor acknowledges that the Consultant's plans and specifications are instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the Contractor upon completion of the work. The Contractor agrees to hold harmless, indemnify and defend the Consultant against all damages, claims and losses, including defense costs, arising out of any reuse of the plans and specifications without with the written authorization of the Consultant.

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8. Because the CADD information stored in the electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, Consultant reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. Contractor shall retain copies of the work performed by the Consultant in CADD form only for information and use by Contractor for the specific purpose for which Consultant was engaged. Said materials shall not be used by Contractor, or transferred to any other party, for use in other projects, additions to the current project, to any other purpose for which the material was not strictly intended by Consultant without Consultant's express written permission. Any unauthorized modification or reuse of the materials shall be at the Contractor's sole risk and Contractor agrees to defend, indemnify and hold Consultant harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.
9. Any use or reuse of original or altered CADD design materials by Contractor, agents of Contractor, or other parties without the review and written approval of Consultant shall be at the sole risk of Contractor. Furthermore, Contractor agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.
10. Contractor recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. Contractor therefore agrees that Consultant shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 60 day inspection period, during which time, the Consultant shall correct any errors detected by Contractor to complete the design in accordance with the intent of the contract and specification. After 60 days, Consultant shall submit a final set of sealed drawings, and any additional services to be performed by Consultant relative to the submitted electronic materials shall be subject to separate agreement.
11. During the term of this Agreement, the Consultant agrees to provide evidence of insurance coverage as shown on our yearly Certificate of Insurance on file. In addition, the Consultant agrees to attempt to maintain continuous professional liability coverage for the period of one (1) year following substantial completion, if such coverage is reasonably available at commercial affordable premiums. For the purposes of this Agreement, "reasonably available" and "commercially affordable" shall mean that more than half the design professionals practicing in this state in this discipline are able to obtain such coverage.

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**SCHEDULE C**  
**PAYMENT SCHEDULE**

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**EXHIBIT C**

10/16/08

DGM & ASSOCIATES  
Statement

Date	Num	P. O. #	Memo	Aging	Open Balance
<b>324 CAMEO HOMES</b>					
<b>324-05 SYCAMORE VILLAS</b>					
4/30/2008	2878.06			139	2,500.00
Total 324-05 SYCAMORE VILLAS					2,500.00
<b>324-05MP SYCAMORE VILLAS (M/P WORK)</b>					
4/30/2008	2845.05MP			139	5,500.00
Total 324-05MP SYCAMORE VILLAS (M/P WORK)					5,500.00
Total 324 CAMEO HOMES					8,000.00
TOTAL					<u>8,000.00</u>



125 E. Baker St., Suite 150  
Costa Mesa, CA 92626

INVOICE

BILL TO		ORIGINATING ADDRESS	
CAMEO HOMES ATTN: VIC MAHONEY P.O. BOX 2990 NEWPORT BEACH, CA 92658		CAMEO HOMES KIM BERRY 1105 QUAIL STREET NEWPORT BEACH, CA 92660	
		DATE	INVOICE NO.
		4/30/2008	2878.06
P.O./REF. INFO		TERMS	DGM JOB NO.
		Net 30	324-05 SYCAMO...
QTY	DESCRIPTION	RATE	AMOUNT
	SYCAMORE VILLAS - RANCHO CUCAMONGA, CA **ELECTRICAL WORK**  BASE CONTRACT: \$25,000.00 FIXED FEE 10% SUBMITTAL: \$2,500.00 (#1387.01) 50% SUBMITTAL: \$10,000.00 (#1460.02) 60% SUBMITTAL: \$2,500.00 (#1812.03) 70% SUBMITTAL: \$2,500.00 (#1890.04) 80% SUBMITTAL: \$2,500.00 (#1942.05)  90% SUBMITTAL: \$2,500.00 0.1 FIXED FEE  REMAINING BALANCE OF CONTRACT: \$2,500.00 (ELECTRICAL WORK)	25,000.00	2,500.00
PLEASE NOTE INVOICE NUMBER ON REMITTANCE - THANK YOU		Total	\$2,500.00

PHONE: (714) 546-3251 / MAIN FAX: (714) 546-3252  
Acct Dept. Fax: (714) 546-6003 (for acctg use only)



125 E. Baker St., Suite 150  
Costa Mesa, CA 92626

INVOICE

BILL TO
CAMEO HOMES ATTN: VIC MAHONEY P.O. BOX 2990 NEWPORT BEACH, CA 92658

ORIGINATING ADDRESS	
CAMEO HOMES KIM BERRY 1105 QUAIL STREET NEWPORT BEACH, CA 92660	
DATE	INVOICE NO.
4/30/2008	2845.05MP

P.O./REF. INFO	TERMS	DGM JOB NO.
	Net 30	324-05MP SYCA...

QTY	DESCRIPTION	RATE	AMOUNT
	SYCAMORE VILLAS - RANCHO CUCAMONGA, CA **MECHANICAL/PLUMBING WORK**		
	1. MECHANICAL WORK: \$22,500.00 FIXED FEE 20% SUBMITTAL: \$4,500.00 (#1404.01) 30% SUBMITTAL: \$2,250.00 (#1469.02) 50% SUBMITTAL: \$4,500.00 (#1702.03) 80% SUBMITTAL: \$6,750.00 (#1804.04)  90% SUBMITTAL: \$2,250.00 0.1 FIXED FEE (MECHANICAL/PLUMBING)  REMAINING BALANCE OF CONTRACT - MECHANICAL: \$2,250.00 -----	22,500.00	2,250.00
	2. PLUMBING WORK: \$32,500.00 FIXED FEE 20% SUBMITTAL: \$6,500.00 (#1404.01) 30% SUBMITTAL: \$3,250.00 (#1469.02) 50% SUBMITTAL: \$6,500.00 (#1702.03) 80% SUBMITTAL: \$9,750.00 (#1804.04)  90% SUBMITTAL: \$3,250.00 0.1 FIXED FEE (MECHANICAL/PLUMBING)  REMAINING BALANCE OF CONTRACT - PLUMBING: \$3,250.00	32,500.00	3,250.00
PLEASE NOTE INVOICE NUMBER ON REMITTANCE - THANK YOU		Total	\$5,500.00

PHONE: (714) 546-3251 / MAIN FAX: (714) 546-3252  
Acct Dept. Fax: (714) 546-6003 (for acctg use only)

# Central District Of California Claims Register

**8:08-bk-13151-RK Cameo Homes** CASE CONVERTED on 07/02/2008

**Judge:** Robert N. Kwan


**Chapter:** 11

**Office:** Santa Ana

**Last Date to file claims:**

**Trustee:**

**Last Date to file (Govt):**

<i>Creditor:</i> (22345171) Murtaugh Meyer Nelson & Treglia, LLP Michelle Generaux, Esq. 2603 Main Steet, 9th Fl. Irvine, Ca. 92614-6232	<b>Claim No: 9</b> <i>Filed:</i> 10/21/2008 <i>Entered:</i> 10/24/2008	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Kent, Susan <i>Modified:</i>
Unsecured claimed: \$8000.00 <b>Total      claimed: \$8000.00</b>		
<i>History:</i>  <a href="#">9-1</a> 10/21/2008 Claim #9 filed by Murtaugh Meyer Nelson & Treglia, LLP , total amount claimed: \$8000 (Kent, Susan)		
<i>Description:</i>		
<i>Remarks:</i>		

## Claims Register Summary