

# ORIGINAL

B 10 (Official Form 10) (04/07)

UNITED STATES BANKRUPTCY COURT <u>CENTRAL</u> DISTRICT OF <u>CALIFORNIA</u>		<b>PROOF OF CLAIM</b>
Name of Debtor <b>Cameo Homes, a California Corporation</b>		<b>FILED</b>  <b>OCT 30 2008</b>
Case Number <b>8:08-bk-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>XRoads Solutions Group, LLC</b>		CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY: _____ Deputy Clerk
Name and address where notices should be sent: <b>1821 E. Dyer Road, Suite 225 Santa Ana, CA 92705 (949) 567-1602</b>		
Telephone number: Last four digits of account or other number by which creditor identifies debtor: <b>070500</b>		<b>THIS SPACE IS FOR COURT USE ONLY</b>
<input type="checkbox"/> Check 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 box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
1. Basis for Claim <input type="checkbox"/> Goods sold <input checked="" type="checkbox"/> Services performed <input type="checkbox"/> Money loaned		<input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Other _____ <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Last four digits of your SS #: _____ Unpaid compensation for services performed From <u>05/21/2007</u> to <u>03/31/2008</u> (date) (date)
2. Date debt was incurred: <b>03/31/2008</b>		3. If court judgment, date obtained:
4. Classification of Claim. Check the appropriate box or boxes that best describe your claim and state the amount of the claim at the time the case was filed. See reverse side for important explanations.		
Unsecured Nonpriority Claim \$ <u>30,984.07</u> <input checked="" type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or c) none or only part of your claim is entitled to priority.		Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Other _____ <input type="checkbox"/> Motor Vehicle Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____
Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured claim, all or part of which is entitled to priority. Amount entitled to priority \$ _____ Specify the priority of the claim: <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)(____). *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.
5. Total Amount of Claim at Time Case Filed: \$ <u>30,984.07</u>		
(unsecured) (secured) (priority) (total) <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		<b>THIS SPACE IS FOR COURT USE ONLY</b>
7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date <b>10/03/2008</b>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <b>Todd E. Doyle, General Counsel and Secretary</b>	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**Cameo Homes  
Reconciliation**

Updated as of 6/2/08: L.B

Inactive

Type	Inv Period	Inv/Pmnt Date	Fees	Exp	Total Invoice	Payments	Balance
Invoice 15493	5/23/07-6/30/07	5/24/2007	96,774.00		96,774.00		96,774.00
Payment		6/6/2007				(96,774.00)	0.00
Invoice 15519	7/1/07-7/31/07	6/20/2007	75,000.00		75,000.00		75,000.00
Payment		7/20/2007				(75,000.00)	0.00
Invoice 15564	8/1/07-8/31/07	7/20/2007	75,000.00		75,000.00		75,000.00
Payment		8/10/2007				(75,000.00)	0.00
Invoice 15595	9/1/07-9/30/07	8/20/2007	75,000.00	8,880.22	83,880.22		83,880.22
Payment CK#2517		9/27/2007				(83,880.22)	0.00
Invoice 15621	10/1/07-10/31/07	10/11/2007	150,000.00		150,000.00		150,000.00
Payment CK#2591		10/19/2007				(150,000.00)	0.00
Invoice 15655	11/1/07-11/30/07	10/23/2007	150,000.00	21,462.73	171,462.73		171,462.73
Payment CK#2619		11/2/2007				(171,462.73)	0.00
Invoice #15681	Aug/Sep Retro	11/13/2007	150,000.00		150,000.00		150,000.00
Invoice #15692	12/1/07-12/31/07	11/30/2007	150,000.00	7,579.27	157,579.27		307,579.27
Invoice #15737	1/1/08-1/31/08	12/27/2007	150,000.00	3,327.81	153,327.81		460,907.08
Payment CK#2756		1/16/2008				(460,907.08)	0.00
Invoice #15794	2/1/08-2/29/08	2/12/2008	75,000.00	5,674.96	80,674.96		80,674.96
Invoice #15805	3/1/08-3/31/08	2/28/2008	75,000.00	2,200.73	77,200.73		157,875.69
Payment CK#2832		3/6/2008				(80,674.96)	77,200.73
Payment check #2837		3/17/2008				(77,200.73)	0.00
Invoice #15835	4/1/08-4/30/08	3/31/2008	75,000.00	5,648.76	80,648.76		80,648.76
Invoice #15871	4/1/08 - 4/19/08	4/24/2008	0.00	335.31	335.31		80,984.07
Retainer Applied		5/19/2008				(50,000.00)	30,984.07
Totals			1,296,774.00	55,109.79	1,351,883.79	(1,320,899.72)	30,984.07

Retainer: Paid 5/24/07 50,000.00 Applied on 5/19/08  
-50,000.00  
0.00

**Total hours through : 3/31/2008**  
Billable Regular Hours: 4616.15  
Billable Travel Hours: 775.35  
Total Billable Hours: 5391.50

**Billed and Collected Hourly Average Rates:**  
Billed average: 240.52  
Collected Average: 234.78

*This presentation is confidential, and proprietary to XRoads Solutions Group (XRoads) and is for the sole use of XRoads Principal's and such XRoads personnel and agents as expressly authorized by XRoads Managing Principal. Its use by others or its unauthorized use is strictly prohibited. It may not be photocopied, reproduced or redistributed, in whole or in part, nor may its contents be disclosed to any other person. The receipt of this document constitutes the agreement on the part of the recipient hereof to maintain the confidentiality of the information contained herein. Upon request, the recipient will promptly return this document to XRoads, without retaining any copies hereof.*



1821 E. Dyer Road, Suite 225  
Santa Ana, CA 92705

main: 949-567-1600  
fax: 949-567-1655  
www.xroadsllc.com

April 24, 2008

Invoice # 15871

Mr. Ron LeGault  
Cameo Homes  
1105 Quail Street  
Newport Beach, CA 92660

In Reference To: Business Related Expenses for the period April 1, 2008 through April 19, 2008.

---

Professional Fees:	\$0.00
Expenses:	\$335.31
Total New Charges Due Upon Receipt	\$335.31
 Previous Balance	 \$80,648.76
Payments	\$0.00
Total Due	\$80,984.07

WIRE INSTRUCTIONS:

Bank Name: Comerica Bank  
Bank Address: 611 Anton Blvd  
Costa Mesa, CA 92626  
Bank Phone: (800) 888-3595  
ABA Routing: 121137522  
  
Account Name: XRoads Solutions Group, LLC  
Account No: 189-311-8065

MAIL CHECKS TO:

XRoads Solutions Group, LLC  
P. O. Box 515032  
Los Angeles, CA 90051-5032

Contact Person: J. Simon

Tax ID# 33-0749571

## Professional services:

	<u>Amount</u>
For professional services rendered	\$0.00
Total costs	<u>\$335.31</u>
Total amount of this bill	\$335.31
Previous balance	\$80,648.76
Balance due	<u><u>\$80,984.07</u></u>

# X Roads

**SOLUTIONS GROUP**



1821 E. Dyer Road, Suite 225  
Santa Ana, CA 92705

main: 949-567-1600  
fax: 949-567-1655  
www.xroadsllc.com

March 31, 2008

Invoice # 15835

Mr. Ron LeGault  
Cameo Homes  
1105 Quail Street  
Newport Beach CA 92660

In Reference To: Monthly Advisory Fees for the period April 1, 2008 through April 30, 2008 and  
Business Related Expenses for the period February 24, 2008 through March 31,  
2008.

---

Professional Fees:	\$75,000.00
Expenses:	\$5,648.76
Total New Charges Due Upon Receipt	<u>\$80,648.76</u>
Previous Balance	\$157,875.69
Payments	<u>-\$157,875.69</u>
Total Due	\$80,648.76

**WIRE INSTRUCTIONS:**

Bank Name: Comerica Bank  
Bank Address: 611 Anton Blvd  
Costa Mesa, CA 92626  
Bank Phone: (800) 888-3595  
ABA Routing: 121137522

Account Name: XRoads Solutions Group, LLC  
Account No: 189-311-8065

Contact Person: J. Simon

Tax ID# 33-0749571

**MAIL CHECKS TO:**

XRoads Solutions Group, LLC  
P. O. Box 515032  
Los Angeles, CA 90051-5032

## Professional services:

	<u>Amount</u>
For professional services rendered	\$75,000.00
Total costs	\$5,648.76
3/5/2008 Payment - thank you. Check No. 2832	(\$80,674.96)
3/17/2008 Payment - thank you. Check No. 2837	(\$77,200.73)
	<u>(\$157,875.69)</u>
<hr/>	
Total amount of this bill	\$80,648.76
Previous balance	\$157,875.69
	<u>Balance due</u>
	<u>\$80,648.76</u>

May 18, 2007

Mr. James C. Gianulias  
President  
Cameo Homes  
1105 Quail Street  
Newport Beach, CA 92660

RE: Cameo Homes / XRoads Solutions Group, LLC

Dear Mr. Gianulias:

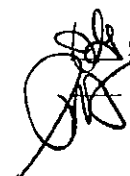
This letter agreement (the "Agreement") sets forth the services to be provided by XRoads Solutions Group, LLC ("XRoads") to Cameo Homes, (the "Company") and the terms and conditions under which such services will be performed (the "Engagement"). All references in this Agreement to XRoads shall include XRoads' officers, employees and agents. If appropriate in connection with performing its services for the Company hereunder, XRoads may utilize the services of one or more of its affiliates, in which case the references herein to XRoads shall include such affiliates.

1. **Scope of Services.**

a. XRoads' client in this matter shall be the Company. Patrick Ahern, an XRoads Principal, or a XRoads replacement acceptable to the Company in its sole discretion, shall be the Principal-in-Charge of the Engagement. If Patrick Ahern leaves the employ of XRoads, and a replacement acceptable to Company in Company's sole discretion shall not be provided by XRoads, then Company shall be entitled to terminate this Engagement, with thirty (30) days' notice, with payment due to XRoads for fees previously earned and expenses incurred, in accordance with the provisions set forth in Section 3 below.

b. XRoads shall provide the Company, as it relates solely to the Company's single family homebuilding business (the "SF Business"), with corporate and financial advisory services including, but not limited to:

- i. A comprehensive overview and strategic analysis and formulation of the Company's operational and financial options;
- ii. Assessing the opportunities available to the Company through refinancing, a capital infusion, sale (in any form) or joint venture;

 Initial  
Here

Cameo Homes  
May 18, 2007  
Page 2 of 20

iii. Assisting the Company in negotiations relating to any proposed structure, and undertaking such other related tasks as the Company shall reasonably request to affect the course of action selected by the Company.

iv. Developing a detailed Business Plan ("Plan") at the Company's corporate and project levels which Plan shall address key aspects of each project. The Plan will analyze disclosed loan commitments, key aspects of each current project, forecast potential income and expenses, and will be designed to permit operating flexibility together with regular monitoring of the progress as approved by the Company. The Plan will address, specifically, the following components:

1. A comprehensive review of the present projects in development and recommendations on modifications thereto;
2. Cash flow plans for each project with separate absorption rates. This will include budgets for each project;
3. Consultation with the Company's homebuilding division on the different models offered for each project, current inventory, pricing, costs and delivery time;
4. Production of reports to the Company on contracts, sales performance, project status, cash position and cost control systems;
5. Review of the different entities and related debt and equity agreements and analysis of the economics of each project;
6. A description of the management of current and anticipated projects;
7. A comprehensive review of the current sales and marketing programs, including staffing, strategy and incentives;
8. Proposed new repayment plans and terms for key identified creditors based on the above mentioned Plans; and
9. Development of a cash plan to secure equity and/or debt funding.

c. The scope of XRoads' services may be expanded from time to time upon written request of Company, provided that XRoads and the Company mutually agree in writing to any such expansion and any corresponding increase in fees.

 Initial  
Here



Cameo Homes  
May 18, 2007  
Page 3 of 20

2. **Fees.**

a. For this Engagement, the Company shall pay XRoads a monthly advisory fee of \$75,000 for each of the first four (4) months of the Engagement and \$50,000 per month thereafter (the "Monthly Fees"). Monthly Fees will be due in advance on the first day of each monthly period.

b. In addition to the Monthly Fees, XRoads shall be eligible to earn a Transaction Fee for this Engagement for Transactions relating to the SF Business and entities related thereto, and the debt securing the SF Business. The projects and debt associated with the SF Business are as set forth on Exhibit A attached hereto. Additional SF Business projects and/or debt associated with the SF Business may be added or removed from the Exhibit A listing, and eligible (or ineligible in the case of removal) for a Transaction Fee, solely if mutually agreed to by the parties (each in their sole discretion to accept such additional / removed projects or debt) and shall be documented by a written amendment to this Agreement. In the event a Transaction (as defined below) is consummated, the Company will pay XRoads a "Transaction Fee" payable in immediately available funds at the closing of a Transaction, against which 35% of any Monthly Fees previously received by XRoads will be credited (on a rolling basis such that if a Transaction Fee is at any time paid to XRoads, against which Monthly Fees received by XRoads have not previously been credited in full, such Monthly Fees shall be credited against the prior Transaction Fee; provided, however, uncredited Monthly Fees received after a Transaction Fee has been paid to XRoads shall not be refunded to the Company upon the termination or expiration of this Agreement).

c. The Transaction Fee shall be equal to:

- 2% of the Aggregate Value of the Company's SF Business debt Transactions (debt replaced, restructured, modified or converted after the commencement of the engagement); provided, however there shall be no payment due in connection with loans from the persons listed on Exhibit "B" attached hereto, either directly or indirectly through a newly formed single purpose entity (collectively, the "Excluded Parties"); and

- 4% of the Aggregate Value of the equity infused into the Company by third parties in connection with Transactions relating to the SF Business; provided however there shall be no payment due for equity infused into the Company by the Excluded Parties.


 Initial  
Here

Notwithstanding the foregoing, it is agreed that there shall be no economic benefit attributable solely to, or Transaction Fee paid solely as a result of, the provisions of a restructure or modification that extends the maturity date of debt associated with the SF Business for less than 12 months from its current outside maturity date pursuant to the loan documents evidencing such debt as of the date of this Agreement, and taking into account any extensions that are provided for in the applicable documents as of the date of this Agreement; provided, however, such extensions shall not be counted in determining the current maturity date if and to the extent a lender does not allow the same to become effective at the time for exercise of an extension (as a result of a borrower default). The Transaction Fee shall be calculated based on the Aggregate Value (as defined below) of a Transaction approved by the Company and/or any relevant creditor, equity holder, or partner, as may be required, and which closes. The Transaction Fee shall be deemed earned, due and payable as of the date the Transaction is closed; provided, however, that if the Aggregate Value is subject to increase by contingent payments related to future events, the portion of the Transaction Fee relating to the contingent payments shall be calculated at such time as the future event occurs and the applicable incremental Transaction Fee shall be paid to XRoads within 15 days of the occurrence of the future event. Transactions may be structured in many forms including, without limitation, cancellation of debt and/or extensions of debt repayment obligations, negotiated transfers and creation of joint ventures or sales.

In the event a Transaction is consummated within twelve (12) months after the termination or expiration of this Engagement, XRoads shall be entitled to the Transaction Fee if the Transaction is consummated with a party with whom XRoads had substantive contacts on behalf of Company, or had a material role in the design or negotiation of the Transaction.

Relevant definitions for purposes of this Section 2 of this Agreement are as follows (as they relate to the projects and debt listed on Exhibit "A"):

i. "Transaction" shall include (whether in one or a series of related transactions), in each case when closed, sale of all or substantially all of the assets or the capital stock of the Company; any merger, consolidation, reorganization, recapitalization or other significant business/strategic combination pursuant to which the Company is acquired by, or combined with, any person, group of persons, partnership, corporation, other entity (including, without limitation, existing creditors, employees, affiliates, and/or shareholders)) (collectively, an "Investor"); the acquisition, directly or indirectly, by an Investor in a single transaction or a series of related transactions of all or substantially all of the assets of the Company; the issuance of preferred or common stock; the issuance of debt securities of any type; the restructuring of debt securities of any type; any transaction in which the requisite consent to a reorganization or restructure is obtained either pursuant to a plan under the Bankruptcy Code or any other going concern exit from the

 Initial  
Here

Company's Chapter 11 Bankruptcy; any recapitalization or financial restructuring of the Company, or liquidation of the Company, or any similar transaction or event. Notwithstanding the foregoing, a Transaction shall not include transfers made for estate planning purposes by Excluded Parties, or transfers among Excluded Parties, loans made by Excluded Parties or equity infusions by Excluded Parties. A sale of a single project, or home or lot in a subdivision, shall not be deemed to be a Transaction, unless in the case of a single project, XRoads shall have been the procuring cause of the sale.

ii. "Aggregate Value" shall mean the economic benefit to Company from a consummated Transaction, which shall mean the sum of (A) the cash, market value of marketable equity securities or interests, and fair value of unmarketable equity securities or interests received by the Company or any third party on the Company's behalf; (B) the amount of any reductions in debt through restructurings, (C) the fair value of straight or convertible debt instruments or obligations issued or issueable to the Company or any third party on its behalf; (D) in the event of an acquisition of assets, the face amount of debt assumed by an acquiring party including trade debt; (E) in the event of a Transaction by means of a sale of stock or partnership interests, the face amount of any indebtedness assumed by an acquiring party; (F) with respect to the Company's stock or partnership interests, the amount of any extraordinary distributions, dividends, redemptions or repurchases by the Company in connection with a Transaction; and (G) contingent payments which are defined as the fair market value of consideration received or receivable in a Transaction(s) in the form of deferred performance-based payments, "earn-outs", or other contingent payments based upon the future performance of the assets, the buyer or any other party or thing (subject to limitations on payments based upon removal of contingencies, as described above). Notwithstanding anything to the contrary herein, the parties agree that the economic benefit received by Company, as described above, shall be calculated in all events to eliminate double counting as to value received.

iii. For purposes of this Agreement, the term "restructuring" shall mean any recapitalization or restructuring of the debt associated with the SF Business, including, without limitation, through any exchange, consent, waiver, refinancing or repurchase conversion, cancellation, forgiveness, retirement and/or a material modification or amendment to the terms, conditions or covenants thereof of the Company's existing debt securities and/or other indebtedness, obligations or liabilities (including, without limitation, joint ventures or partnership interests and capital lease obligations). Restructuring shall further include any new debt, replacement debt and/or new equity financing provided to the Company in connection with the SF Business (other than by Excluded Parties).

 Initial  
Here

iv. "Fair Value" shall be mutually determined by XRoads and the Company. If any Transaction is structured so as to provide for transfer to a third party of a majority ownership of either (i) the stock or partnership interest or (2) specific assets of the Company, and the retention by the Company or its existing shareholders or creditors of a partial minority interest in the stock or partnership interests of the Company or in specific assets, the value of the retained minority interest of the stock or partnership interest of the Company or the retained minority interest in such specific assets, shall not be deemed to be part of the Aggregate Value.


v. For the purpose of calculating the Aggregate Value received in a Transaction(s), any securities (other than a promissory note) will be valued at the time of the closing of the Transaction (without regard to any restrictions on transferability) as follows:

- If such securities are traded on a stock exchange, the securities will be valued at the average last sale or closing price for the ten (10) trading days immediately prior to the closing of the Transaction(s);
- If such securities are traded primarily in over-the-counter transactions, the securities will be valued at the mean of the closing bid and asked quotations similarly averaged over a ten (10) trading day period immediately prior to the closing of the Transaction(s); and
- If such securities have not been traded prior to the closing of the Transaction(s), XRoads will prepare a valuation of the securities, and the parties will negotiate in good faith to agree on a fair valuation thereof for the purposes of calculating the amount payable to XRoads.

The value of any purchase money or other promissory notes shall be deemed to be face amount thereof.

c. The Company shall pay all expenses reasonably incurred by XRoads for services related to the Engagement (e.g.: actual out of pocket expenses consisting of communications, travel of Patrick Ahern and up to three (3) additional XRoads personnel, meals when traveling, and lodging expenses when traveling, if and to the extent incurred in connection with the Engagement). XRoads will submit periodic invoices for these expenses, which invoices shall be payable within 20 days after the Company's receipt of invoice(s). XRoads shall cap its expenses for this Engagement at \$7,500 per month for each of the first four (4) months of the Engagement, and \$5,000 per month thereafter.

d. The Company shall pay to XRoads \$50,000 as a retainer due upon signing this Agreement. We require that this retainer be replenished to the \$50,000 level if at any point in time it has been reduced. The retainer will be considered to be

 Initial  
Here

"earned" as and when services are provided or allowable fees and expenses are incurred. It is not intended that the retainer be applied or credited to amounts due from the Company, however XRoads shall have the right to pay itself any amounts past due from the retainer. The Company hereby grants a security interest in the retainer to XRoads to secure payment of all amounts due hereunder. The Company acknowledges and agrees that this security interest is perfected by virtue of XRoads' possession of the retainer. We will refund the unearned retainer balance to the Company (without interest) at the conclusion of this matter.

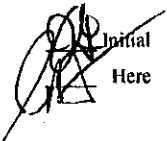
e. Failure of the Company to promptly pay amounts due for services rendered or for reimbursement of expenses shall constitute justification for XRoads to terminate this Agreement upon five (5) days written notice.

f. All payments required hereunder shall be paid by wire transfer unless otherwise permitted by XRoads. Set forth below are XRoads' wire transfer instructions:

Bank Name: Comerica Bank  
Bank Address: 611 Anton Blvd; Costa Mesa, CA 92626  
Bank Phone: Phone (800) 888-3595  
ABA Routing: ABA: 121137522  
Account Name: XRoads Solutions Group, LLC  
Account No: 189-311-8065  
Contact Person: J.Simon / E.Lyons

Payments made by mail should be sent to XRoads Solutions Group, LLC, P. O. Box 515032, Los Angeles, CA 90051-5032.

3. **Term of Engagement.** The term of the Engagement shall commence as of May 21, 2007 and shall continue for a minimum period of eight (8) months ("Initial Term"); provided, however, it shall terminate earlier: (i) if and to the extent Transaction(s) are consummated resulting in aggregate fees in excess of \$2,000,000 being received by XRoads, or (ii) if XRoads breaches this Agreement and does not cure the same within twenty (20) days after written notice thereof, or (iii) if Company elects to terminate the Engagement upon cessation of employment of Patrick Ahern by XRoads or his inability to materially participate in the Engagement and XRoads is unable to provide a replacement acceptable to Company in its sole discretion ("Permitted Terminations"). Subject to the foregoing, the Engagement will automatically be extended for successive monthly periods unless either party gives notice of termination at least thirty (30) days prior to the termination of the Initial Term or each successive term. If the Engagement is terminated by the Company prior to the expiration of the Initial Term or successive terms, such a termination must be accompanied by a payment equal to all outstanding charges plus, if the termination is not a Permitted Termination, the greater of two times the current Monthly Fee or payment for the remainder of the then outstanding term. Early termination, whether a Permitted Termination or otherwise, shall not relieve the Company of its obligations or duties under this Agreement with respect to (x) any fees or compensation to which XRoads may be entitled pursuant to Section 2.c. above after such


 Initial  
Here

termination or expiration to the extent a Transaction is consummated within twelve (12) months of such date of termination or expiration; (y) the reimbursement of expenses incurred by XRoads up to the date of termination or completion, as the case may be; or (z) the indemnification and contribution provisions set forth herein, all of which shall remain operative and in full force and effect notwithstanding termination of this Agreement or completion of this Engagement; provided, however, the same shall be subject to offset for damages in connection with breach by XRoads. XRoads may withdraw for good cause without the Company's consent. Good cause includes the Company's breach of this Agreement (including the Company's failure to pay any appropriate invoice or indemnity obligation when due), and failure to cure the same within ten (10) days after notice, the Company's failure or refusal to cooperate with XRoads, or any fact or circumstance that would render XRoads' continuing representation unlawful or unethical.

4. **Work Performed.** XRoads work for the Company will be performed on a "level-of-effort" basis; that is, the depth of our analyses and extent of our authentication of the information on which our advice to the Company will be predicated, may be limited in some respects due to the extent and sufficiency of available information. Moreover, we do not contemplate examining any such information in accordance with generally accepted auditing or attestation standards. Rather, it is understood that, in general, we are to rely on information disclosed or supplied to us by employees and representatives of the Company without audit or other detailed verification of its accuracy and validity. XRoads will use commercially reasonable efforts to cause the timeline set forth on the Schedule of Performance attached hereto as Exhibit "C" to be adhered to. The parties acknowledge that timely accomplishment of the milestones set forth therein is an important element of this Engagement. Achieving the Schedule of Performance is subject to, among other things, appropriate cooperation from the Company, including the provision of necessary information, timely responses to XRoads inquiries and the necessary active participation from appropriate personnel of the Company.

5. **Reports.** XRoads will submit oral, and at the request of the Company written reports,, summarizing our evaluations and analyses based on our work pursuant to this Agreement. Our reports will encompass only matters that come to our attention in the course of our work that we perceive to be significant in relation to the objective of our Engagement. However, because of the time and scope limitations implicit in our Engagement and the related limitations on the depth of our analyses and the extent of our verification of information, we may not discover all such matters or perceive their significance. Accordingly, we will be unable to and will not provide assurances in our reports concerning the integrity of the information used in our analyses and on which our findings and advice to the Company may be based. In addition, we have no obligation to and will not update our reports or extend our activities beyond the scope set forth herein unless the Company requests and we agree to do so.

6. **Disclosures.** XRoads has represented, and will in the future represent, many different clients with various business interests in numerous industries. These clients are often referred to XRoads by intermediaries such as lawyers, investment bankers, lenders and accountants ("Referral Sources"). In undertaking the Engagement on behalf of the Company,

 Initial  
Here

XRoads' objective is to provide services for the Company to the best of its ability, but without precluding XRoads from representation of other clients or from accepting referrals from or making referrals to Referral Sources. Since XRoads wants the Company to be comfortable with the retention of XRoads in light of other client and Referral Sources relationships, XRoads has undertaken a reasonable review of our records to determine XRoads' professional relationships with the persons or entities you identified. We are not aware of any conflicts of interest or relationships that would preclude us from performing the above work for you or you or the Company.

XRoads agrees to update the disclosure information from time to time if and when additional parties with an interest in or a relationship with the Company are identified by the Company, in writing, to XRoads.


7. **Entire Agreement, Waiver, Modification, and Notices.** This Agreement, including any Exhibits, constitutes the final and complete expression of the parties with respect to its subject matter and supersedes and replaces any other written or oral agreement or understanding between the parties. This Agreement may be amended, modified, supplemented or waived only by a written instrument signed by both parties. No waiver of a breach hereof shall be deemed to constitute a waiver of a future breach, whether of a similar or a dissimilar nature. All notices, demands or other communications which are required or are permitted to be given in this Agreement shall be in writing and shall be deemed to have been sufficiently given (i) upon personal delivery, (ii) the third business day following due deposit in the United States mail, postage prepaid, and sent certified mail, return receipt requested, correctly addressed or (iii) when receipt is acknowledged if sent via facsimile transmission. Notices to you shall be sent to the address set forth on page one of this Agreement. Notices to XRoads shall be sent to the addresses set forth below:

XRoads Solutions Group, LLC  
Attn: General Counsel  
1821 East Dyer Road, Suite 225  
Santa Ana, California 92705  
Fax: (949) 567-1702

XRoads Solutions Group, LLC  
Attn: Chief Operating Officer  
400 Madison Ave, 3<sup>rd</sup> Floor  
New York, NY 10017  
Fax: (212) 610-5601

Either party may give written notice of a change of address by certified mail, return receipt requested, and after notice of such change has been received, any notice shall be given to such party in the manner above described at such new address.

8. **Authority.** The Company has all requisite corporate power and authority to enter into this Agreement. The Company and XRoads have fully reviewed this Agreement, have obtained counsel on its terms, and have participated in the drafting of this Agreement such that it shall not be construed against any one party. This Agreement has been duly and validly authorized by all necessary corporate action on the part of the Company and has been duly executed and delivered by the Company and constitutes a legal, valid and binding agreement of the Company, enforceable in accordance with its terms.

 Initial  
Here

Cameo Homes  
May 18, 2007  
Page 10 of 20

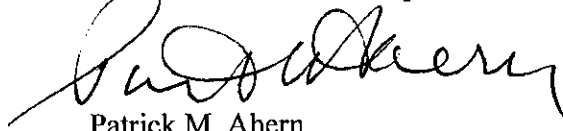
**THE ADDITIONAL TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT ARE HEREBY MADE PART OF THIS AGREEMENT AS THOUGH FULLY SET FORTH HEREIN.**

If you agree to the terms and conditions set forth above, please indicate your acceptance and approval by signing this letter in the space provided below and on the duplicate copy attached. Please return one fully executed original to the undersigned for our files.

XRoads looks forward to serving you in this important matter.

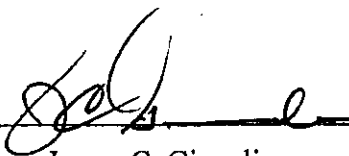
Very truly yours,

**XRoads Solutions Group, LLC**

  
Patrick M. Ahern  
Principal


**AGREED AND ACCEPTED:**

**Cameo Homes,  
a California corporation**

By:   
James C. Gianulias  
President

Date: 5.23.07

**James C. Gianulias, as principal owner of Cameo Homes, hereby guarantees the complete payment and performance obligations of Cameo Homes under this Agreement.**

By:   
James C. Gianulias, an individual

Date: 5.23.07



**ADDITIONAL TERMS AND CONDITIONS**

**Amounts Not Paid.** All amounts not paid when due will bear interest at an annual rate of 10% or the maximum rate allowed by law, whichever is less.


**Agreement Not to Employ.** XRoads' business is in part centered on its ability to identify and secure the services of talented personnel for its client companies. Absent an agreement with XRoads providing it fair compensation, XRoads would suffer serious economic harm were its client companies to hire directly or through other companies XRoads' employees. Company, agrees that during the term of this Agreement and for twelve months thereafter it shall not, directly or indirectly, knowingly solicit, offer employment to or hire any employee of XRoads with whom Company has had contact as a result of this Engagement. If Company and XRoads agree that Company may hire a XRoads' employee or independent contractor, notwithstanding the prohibition in the immediately preceding sentence, and such hiring occurs within twelve months after the termination of this Agreement, Company shall pay XRoads an amount equal to the particular individual's standard hourly rate at XRoads multiplied by an assumed annual billing of 2,000 hours as liquidated damages. Any such payment shall be made on the date the XRoads' employee or independent contractor begins work for Company. This paragraph shall not preclude Company from making general employment solicitations not specifically aimed at XRoads' employees.

**Warranties and Indemnification.** Except as expressly set forth in the Agreement and this Additional Terms and Conditions, XRoads neither expresses nor implies any warranties of its work nor predicts results of the Engagement. XRoads has not offered any assurances that the efforts to resolve the financial, legal, structural or management issues facing the Company can or will be successful.

XRoads shall not be subject to any liability to the Company for any act or omission relating to, in connection with or arising out of services rendered hereunder, unless XRoads' acts or omissions constitute willful malfeasance, negligence or the reckless disregard of XRoads' obligations or duties hereunder, or breach hereof. The Company acknowledges and agrees that the allocation of risk provided by this paragraph is fair and reasonable.

The Company releases, indemnifies and holds XRoads harmless from and against any losses, claims, damages or liabilities ("Losses") to which XRoads may become subject and shall promptly reimburse XRoads for any legal or other expenses (including the cost of any investigations and the hiring of any accountant or other experts) reasonably incurred by XRoads relating to, in connection with or arising from the services rendered hereunder, whether or not resulting in any liability, unless such Losses resulted from XRoads' willful malfeasance, negligence or the reckless disregard of its obligations or duties hereunder, or breach hereunder.

Notwithstanding the foregoing, Company shall not be entitled to recover against XRoads in excess of \$1,000,000 for any losses, claims, damages or liabilities arising out of any

 Initial  
Here

Cameo Homes  
May 18, 2007  
Page 12 of 20

breach hereunder or negligent conduct in the performance or non-performance of XRoads services hereunder.

**Legal Proceedings.** If after the termination of the Engagement XRoads is requested and agrees or is required to participate in any manner in legal or administrative proceedings regarding the Company, compensation shall be paid to XRoads for time spent in preparation, travel, attendance at and work related thereto, all at XRoads' then current hourly rates for the relevant personnel involved, unless XRoads is a party litigant. XRoads shall be further entitled to such compensation in the event XRoads is required to participate in any manner in legal or administrative proceedings concerning the Company during the Engagement, if such participation requires work outside the scope of services to be performed under this Engagement. For individuals no longer employed by XRoads, at the time of such participation, payment shall be made to such individuals directly or to their employers, as applicable.


**Accuracy of Information.** The Company will use reasonable efforts to assure that all information, financial or otherwise, provided by or on behalf of the Company with respect to the Engagement (the "Information") to XRoads will, as of its respective dates, be accurate and complete in all its material respects. The Company understands that XRoads will not be responsible for independently verifying the accuracy of the Information. The Company assumes full responsibility for inaccuracies in any Information provided by or on behalf of the Company to XRoads or any third party. The Company will reasonably cooperate with XRoads in all phases of XRoads' services under the Engagement. Specifically, without limiting the generality of the foregoing, if at any time during the Engagement, the Company discovers that any of the Information is inaccurate in any material respect it will immediately notify XRoads.

**Work Output.** XRoads' work processes used, prepared or assembled by XRoads during the Engagement, including XRoads' proprietary methodology, know-how and computer models ("Work Processes") shall be the exclusive property of XRoads. The Company shall not be entitled to the Work Processes. XRoads shall retain copies of the Work Processes pursuant to its document retention policy as in effect from time to time. Upon the conclusion of the Engagement, XRoads shall deliver to the Company any data, reports, or runs assembled or prepared by XRoads for the Engagement specifically and for the benefit of the Company. The data, reports and runs shall be the property of the Company.

**Future Engagements.** XRoads has offices throughout the United States. XRoads is or expects to be engaged by other clients from time to time and cannot assure that, following the Engagement, an engagement will not be accepted elsewhere for an interested party.

**Independent Contractor.** The Company acknowledges that XRoads is being retained as an independent contractor to the Company and no employment relationship, partnership, joint venture or other association shall be deemed created by this Agreement.

**Confidentiality.** During and after the termination of this Engagement, XRoads shall keep secret and retain in strictest confidence, any and all confidential information relating to the Company or which XRoads shall obtain knowledge of by reason of the Engagement, including, without limitation, trade secrets, customer lists, financial plans or projections,

 Initial  
Here

Cameo Homes  
May 18, 2007  
Page 13 of 20

pricing policies, marketing plans or strategies, business acquisition or divestiture plans, new personnel acquisition plans, technical processes and other research projects. XRoads shall not, except in connection with the performance of its duties hereunder, disclose any such information to anyone outside the Company, other than to XRoads' legal counsel, as required by applicable law (provided prior written notice thereof is given by XRoads to the Company) or with the Company's prior written consent, which shall not be unreasonably withheld or delayed. The obligations of XRoads in this paragraph shall not apply to information which is (i) known generally to the public; (ii) known to XRoads prior to the date of this Agreement; (iii) lawfully disclosed to XRoads by a third party; (iv) generally known in the industry in which the Company is engaged; or (v) required by law to be disclosed by XRoads, in which event XRoads shall provide the Company with prompt notice thereof.

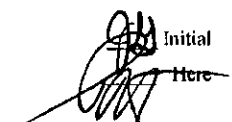
The Company shall not, except as required in the conduct of its business, disclose any Work Processes to any third party other than the Company's lenders, attorneys and advisors or as otherwise required by law, without the prior written consent of XRoads, which consent shall not be unreasonably withheld or delayed.

**Attorneys' Fees.** If any party hereto shall commence any action or other proceeding against the other arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief, its reasonable attorneys' fees irrespective of whether or not the action or proceeding is prosecuted to judgment.

**Agreement to Mediate/Arbitrate:**

a. **Mediation.** The parties shall mediate all disputes and claims between them arising out of or related to the Engagement or any resulting transaction (a "Dispute") before resorting to arbitration; provided, however, if the dispute involves more than \$5,000,000, it shall be handled by three arbitrators. Selection of a mediator shall occur within ten days of a demand for mediation. If the parties cannot agree on the selection of a mediator within ten days, either or both party shall request the JAMS mediators and arbitrators to appoint one for them within fifteen days. The mediation shall take place within ten days of the date of the selection or appointment of the mediator and shall take place in Orange County, California. Mediation fees, if any, shall be divided equally among the parties involved and prepaid. If any party commences an arbitration based on a Dispute without first attempting to resolve the matter through mediation or initiates an unauthorized court action, then that party shall be required to pay the other party's attorneys' fees, expert costs and other expenses in connection with the arbitration or unauthorized court action. The parties agree that any Dispute which is not settled through mediation shall be decided by neutral, binding arbitration and not by court action, except as provided by law for judicial review and enforcement of arbitration proceedings and awards and as provided in subsection c. below.

b. **Arbitration.** The arbitration shall be conducted in accordance with JAMS Expedited Procedures for arbitration (unless the parties agree in writing to use JAMS Commercial Arbitration Rules) and shall be conducted in Orange County, California. Except as provided above, each party shall be responsible for its own attorneys' fees and costs. The

 Initial  
Here

Cameo Homes  
May 18, 2007  
Page 14 of 20

arbitrator shall apply California law as the applicable state law governing the Dispute, without reference to choice of law principles, applying California rules of evidence as applicable in a court of law. The award of the arbitrator shall be final and binding upon the parties without right of appeal or judicial review. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award. Such judgment shall be binding, final and non-appealable.

c. **Provisional Remedies.** Notwithstanding the above, either party may, without waiving any remedy under this Agreement, seek from any court having jurisdiction, any interim or provisional relief available under applicable law that is necessary to protect the rights, property or remedies of that party, pending the outcome of the mediation and/or arbitration, including but not limited to, applications for injunctive relief, writs of attachment or possession.

**Use of Name.** XRoads shall not have the right to use the Company's name and/or logo in a description of the services provided by XRoads under the Agreement except in connection with providing services hereunder (and in no event for advertising or promotions).


**Applicable Law; Headings.** The Agreement shall be governed in accordance with the laws of the State of California, without giving effect to the principles of conflicts of laws. The paragraph headings in the Agreement and the Additional Terms and Conditions are for informational purposes only.

END OF DOCUMENT

 Initial  
Here

Cameo Homes  
May 18, 2007  
Page 15 of 20

**EXHIBIT A**  
**LIST OF INCLUDED PROJECTS**

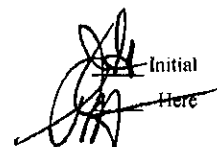
 Initial  
Here



**EXHIBIT B**

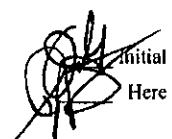
**LIST OF EXCLUDED PARTIES**

Anamesa Properties  
Andrea Pfister  
Apts. @ L Quinta, LLC  
Apts. at La Quinta Village II  
Brent Wahlberg  
Cameo Homes  
Cameo Homes Profit Sharing Trust  
Christine Soresi  
Christopher O. Veitch- Trust  
Cort Ensign  
Dana L. Lucas  
Dave Quisling  
David Gianulias  
David Maffei  
David Valenti  
David Wakefield  
Debbie M. Myers  
Dennis Harrah  
Distinctive Homes  
E. James Murar  
G Companies Homebuilding  
G. Psihos Trust  
GR Capital  
Groove Construction  
Gus & Julie Gianulias  
Gus Gianulias  
Harold Lynch  
Hester Financial  
Hester Development Corp.  
Hester Financial, LLC  
IHP Investment Fund I, LP  
Indio 130, LLC  
J.A. Pavlatos  
James C. Gianulias  
James C. Gianulias Trust  
James Chris Gianulias 1998 Trust  
James Chris Gianulias October 14 2003 Trust  
James Marino

 Initial  
Here

Cameo Homes  
May 18, 2007  
Page 18 of 20

JAMS  
Janet Gianulias  
JCG  
JCG Trust  
Jeanne L. Pickren  
John Curci  
John Patterson (or successor contractor)  
Joseph J. Valenti  
Julia B. Veitch  
Kathy Quisling  
Ken & Gail Laird Trust  
Kenneth & Gail Laird  
Kevin Bridges  
Lucas Development Corp.  
Marilyn Hester Gianulias  
Marino Investments  
Louis Marano  
Larry Malcolm  
Melinda Gianulias  
Michael & Charlene Immell  
Mindy Ensign  
Montan Peri  
Murrieta 144, LLC  
Murrieta 180, LLC  
Murrieta 492 Apts, LLC  
Murrieta Villagewalk, LLC  
Nancy B. Veitch Trust  
Park Glen, LLC  
Park Mesa, LLC  
Parkwood Village LLC  
David Valenti  
Pete C. Valenti Irrevocable Trust  
Peter J. Valenti Trust  
Peter Valenti  
Phillip & Janet Hamilton  
Piccadilly Square  
Placentia 422, LLC  
Pony Express Land  
Robert J. Lucas & associated trusts  
R&M Lucas Revocable Trust  
R&M Lucas Trust  
Rancho Cucamonga, LLC  
River Knolls, LLC

  
Initial  
Here



Cameo Homes  
May 18, 2007  
Page 19 of 20

Roger Glazer  
Roland Bigonger  
San Juan Company  
Valenti Investment Group  
Victor Mahony  
Villa Buena, LLC  
William L. Bachelor

*The remainder of this page is left intentionally blank.*

RAY CROCKETT  
ERIC DICKERSON  
STEVE ATWATER

 Initial  
Here

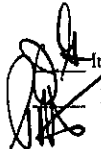
Cameo Homes  
May 18, 2007  
Page 20 of 20

## EXHIBIT C

### SCHEDULE OF PERFORMANCE

- May 21<sup>st</sup> – June 8<sup>th</sup> : 1) Meet with the management team, 2) gather internal reports and market specific data, 3) conduct site inspections of all portfolio development projects, 4) Review of systems and procedures, and 5) gather and review all relevant financial reporting.
- June 9<sup>th</sup> – June 25<sup>th</sup> : 1) After verifying the accuracy, convert all Cameo Homes data into Cash Flow reports, 2) Commence shaping the specific needs for capital on each project, including timing needs based on market conditions.
- June 26<sup>th</sup> – July 9<sup>th</sup> : 1) Continue creation of information and preparation of presentation materials for inclusion in investor/lender packages, 2) Coordinate with legal counsel the shape and structure of how new capital can be introduced into existing entities, 3) Identify a roster of qualified investors/lenders.
- July 9<sup>th</sup> – Forward: Continue discussions with a roster of approved investor/lender sources.

This timetable is expected to enable a Fall 2007 closing date.

  
Initial  
Here

September 26, 2007

Mr. James C. Gianulias  
President  
Cameo Homes  
1105 Quail Street  
Newport Beach, CA 92660

RE: Amendment #1 to XRoads Letter Agreement dated May 18, 2007

Dear Mr. Gianulias:

This Amendment #1 shall amend that certain engagement letter agreement dated May 18, 2007 (the "Agreement") between Cameo Homes ("Company") and XRoads Solutions Group, LLC ("XRoads"). This Amendment shall be effective September 1, 2007.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, XRoads and Cameo Homes hereby agree that the Agreement shall be amended as follows:

1. **The first sentence of the opening paragraph is hereby deleted in its entirety and replaced with the following language:**

"This letter agreement (the "Agreement") sets forth the services to be provided by XRoads Solutions Group, LLC ("XRoads") to Cameo Homes (the "Company") and the [G Companies Home Building, LLC] ("G Companies"; collectively, the Company and the G Companies are hereinafter referred to as the "Client") and the terms and conditions under which such services will be performed (the "Engagement")."

2. **The first sentence of Section 1.a. of the Agreement entitled "Scope of Services", is hereby deleted in its entirety and replaced with the following language:**

"XRoads' clients in this matter shall be the Company and G Companies."

3. **Section 1.b. of the Agreement entitled "Scope of Services", is hereby amended to add the following thereto:**

- v. The Company shall provide XRoads with financial data, which data XRoads shall organize and use to generate historical and projected cash flows on a project by project basis for each of the Company's SF Business projects, and on an aggregated consolidated basis for the Company's SF Business.

- vi. XRoads shall assist the Company and its counsel in negotiations with existing creditors concerning development of alternative strategic courses of action in the event the course of action selected by the Company is not pursued or consummated.
4. **The following language is added to the Agreement as a new Section 1.d. thereto:**
- “XRoads shall provide the G Companies with financial advisory services, including, but not limited to:
- i. Analysis and assistance in the formulation of a budget; and
  - ii. Cash flow planning and projections.”
5. **Section 2.a. of the Agreement entitled “Fees”, is hereby deleted in its entirety and replaced with the following language:**
- “For this Engagement, the Client shall pay XRoads a monthly advisory fee of \$75,000 for each of the first two (2) calendar months of the Engagement (June and July 2007) and a prorated amount thereof for the partial month of May 2007, and \$150,000 per month commencing August 1, 2007 (the “Monthly Fees”). Monthly Fees will be due in advance on the first day of each monthly period, provided that the full Monthly Fees for August 2007 and September 2007 will be paid no later than September 30, 2007.”
6. **All references in the Agreement to “Company” beginning in Section 2.c. on page 6 and thereafter throughout all remaining provisions of the Agreement ending on page 20 thereof are amended and replaced with the term “Client”.**
7. **Entire Agreement/Conflicts:** This Amendment #1 incorporates by reference all of the terms and conditions contained in the Agreement, which shall remain unchanged and in full force and effect, except as amended by this Amendment #1. In the event of any conflict between the terms of the Agreement and the terms of this Amendment #1, the terms of this Amendment #1 will be deemed to have superseded those of the Agreement and exclusively will govern the matter in question.

If you agree to the terms and conditions set forth above, please indicate your acceptance and approval by signing this letter in the space provided below and on the duplicate copy enclosed. Please return one fully executed original to the undersigned for our files.

Very truly yours,


**XRoads Solutions Group, LLC**

Patrick M. Ahern  
Principal

**AGREED AND ACCEPTED:**

**Cameo Homes,**  
a California corporation

By: \_\_\_\_\_

~~James C. Gianulias~~  
President 

David J. Gianulias


Date: \_\_\_\_\_

1/16/08

**[G Companies Home Building, LLC**

a California limited liability company

By: \_\_\_\_\_

~~James C. Gianulias~~  


David J. Gianulias

Date: \_\_\_\_\_

1/16/08

Its: \_\_\_\_\_

1 **PROOF OF SERVICE BY MAIL**

2 **STATE OF CALIFORNIA, COUNTY OF ORANGE**

3  
4 I am employed by the law office of Rutan & Tucker, LLP in the County of Orange, State of  
5 California. I am over the age of 18 and not a party to the within action. My business address is  
6 611 Anton Boulevard, Fourteenth Floor, Costa Mesa, California 92626-1931.

7 On October 29, 2008, I served on the interested parties in said action the within:

8 **PROOF OF CLAIM**

9 by placing a true copy thereof in sealed envelope(s) addressed as stated below:

10 **COUNSEL FOR JAMES C. GIANULIAS:**

11 William N. Lobel, Esq.

12 Alan J. Friedman, Esq.

13 Kerri A. Lyman, Esq.

14 Issa K. Moe, Esq.

15 IRELL & MANELLA LLP

16 840 Newport Center Drive, Suite 400

17 Newport Beach, California 92660-6324

18 **COUNSEL FOR CAMEO HOMES:**

19 Paul J. Couchot, Esq.

20 WINTHROP COUCHOT P.C.

21 660 Newport Center Drive, 4<sup>th</sup> Floor

22 Newport Beach, California 92660-5946

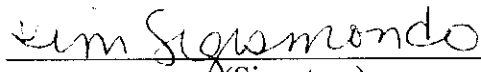
23 In the course of my employment with Rutan & Tucker, LLP, I have, through first-hand  
24 personal observation, become readily familiar with Rutan & Tucker, LLP's practice of collection  
25 and processing correspondence for mailing with the United States Postal Service. Under that  
26 practice I deposited such envelope(s) in an out-box for collection by other personnel of Rutan &  
27 Tucker, LLP, and for ultimate posting and placement with the U.S. Postal Service on that same day  
28 in the ordinary course of business. If the customary business practices of Rutan & Tucker, LLP  
with regard to collection and processing of correspondence and mailing were followed, and I am  
confident that they were, such envelope(s) were posted and placed in the United States mail at  
Costa Mesa, California, that same date. I am aware that on motion of 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.

Executed on October 29, 2008, at Costa Mesa, California.

I declare under penalty of perjury that I am employed in the office of a member of the bar  
of this Court at whose direction the service was made and that the foregoing is true and correct.

Kim Sigismondo

(Type or print name)

  
(Signature)

# 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> (22384002) XRoads Solutions Group LLC 1821 E Dyer Rd Ste 225 Santa Ana CA 92705	<b>Claim No: 11</b> <i>Filed:</i> 10/30/2008 <i>Entered:</i> 10/31/2008	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Steinberg, Elizabeth <i>Modified:</i>
Unsecured allowed: \$30984.07		
<b>Total claimed:                      allowed: \$30984.07</b>		
<i>History:</i>  <a href="#">11-1</a> 10/30/2008 Claim #11 filed by XRoads Solutions Group LLC , total amount claimed: \$0 (Steinberg, Elizabeth)		
<i>Description:</i>		
<i>Remarks:</i>		

## Claims Register Summary