


UNITED STATES BANKRUPTCY COURT - CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor: <input type="checkbox"/> JAMES C. GIANULIAS <input checked="" type="checkbox"/> CAMBO HOMES.		Case Number: 8-08-13150 RK 8-08-13151 RK
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): Hillcrest Contracting, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (if known) Filed on: _____
Name and address where notices should be sent: Monteleone & McCrory, LLP, c/o Gerald Mouzis 200 W. Santa Ana Boulevard, Suite 200, Santa Ana, CA 92701 Telephone No. 714/565-3170		<div style="border: 1px solid black; padding: 5px; text-align: center;">FILED NOV 10 2008 CLERK U.S. BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA BY: _____ Deputy Clerk</div>
Name and address where payment should be sent (if different from above): Hillcrest Contracting, Inc. 1467 Circle City Drive, Corona, CA 92879 Telephone No. _____		
1. Amount of Claim as of Date Case Filed: \$242,697.46 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 checked="" 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 charges.		2. 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>Mechanic's Lien for work performed at property owned, (See instruction #2a on reverse side.) at least in part, by debtor.</u>		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
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.)		<input type="checkbox"/> Wages, salaries, or commission (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, which ever is earlier -- 11 U.S.C. § 507(a)(4).
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 checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: See description in Mechanic's Lien attached hereto. Value of Property: \$ unknown Annual Interest Rate: 10% (legal rate on amount due for work.) Amount of arrearage and other charges as of time case filed included in secured claim. if any: \$ 242,697.46 (amount due for work, plus interest) Basis for Perfection: <u>Mechanic's Lien</u> Amount of Secured Claim: \$ 242,697.46 Amount Unsecured: \$ _____		<input type="checkbox"/> Contributions to an employee benefit plan -- 11 U.S.C. § 507(a)(5).
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 of 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.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENT MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		<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)(____). Amount entitled to priority: \$ _____ * Amounts are subject to adjustment on 4/1/20 and every 3 years thereafter with response to cases commenced on or after the date of adjustment.
Date: 11/10/08  John McGowan, Attorney for Hillcrest Contracting, Inc. 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

ORIGINAL

ATTACHMENT

ATTACHMENT 1A (Interest Calculation)

Interest in the amount of \$6,974.64 was due to claimant as of the date this case was filed. Interest is calculated at the legal rate of 10% per year as follows:

Principal amount of claim	\$235,722.82
10% of principal amount	\$23,572.28
Per day rate (divide by 365)	\$64.58
108 days of interest	\$6,974.64 ¹

¹Interest from February 19, 2008, date identified in the Mechanics' Lien, and bankruptcy filing date of June 6, 2008.

DOC # 2008-031368
02/20/2008 08:00A Fee:12.00
Page 1 of 1

Recorded in Official Records
County of Riverside
Larry W. Ward
Assessor, County Clerk & Recorder

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Hilicrest Contracting, Inc.

NAME

P.O. Box 1898

ADDRESS

Corona, California 92878-1898

CITY, STATE

ZIP CODE



S	R	U	PAGE	SIZE	DA	MISC	LONG	RFD	COPY
1			1			5			3
M	A	L	465	428	PCOR	NCOR	SMF	NCHG	EXAM
NOTICE SENT									5/3

15

MECHANIC'S LIEN (Claim of Lien)

C
513

The undersigned, Hilicrest Contracting, Inc., referred to in this Claim of Lien as the Claimant,

(FULL NAME OF PERSON OR FIRM CLAIMING MECHANIC'S LIEN)

claims a mechanic's lien for the labor, services, equipment and/or materials described below, furnished for a work of improvement upon that certain real property located in the County of Riverside State of California,

and described as follows: Sweetwater Ranch Tr#31118 Leon Rd/Jean Nicholas Rd H.C. 1811

IP040195, Map Page 899 B5

(DESCRIPTION OF PROPERTY WHERE THE WORK AND/OR MATERIALS WERE FURNISHED)

ALTHOUGH THE STREET ADDRESS IS SUFFICIENT IT IS ADVISABLE TO GIVE BOTH THE STREET ADDRESS AND THE LEGAL DESCRIPTION.

After deducting all just credits and offsets, the sum of \$ 235,722.82

together with interest thereon at the rate of 10% per cent per annum from 8/31/07

(SEE NOTE ON REVERSE SIDE)

2/19 2008 is due Claimant for the following labor, services, equipment and/or materials furnished by

(DATE WHEN AMOUNT OF CLAIM BECAME DUE)

Claimant: Curb & Gutter, Street Improvements

(GENERAL DESCRIPTION OF THE WORK AND/OR MATERIALS FURNISHED)

The name of the person or company by whom Claimant was employed, or to whom Claimant furnished the labor, services, equipment and/or materials is Classic Pacific, LTD

3197B Airport Loop Drive Costa Mesa, CA 92626

(USUALLY NAME OF PERSON OR FIRM WHO ORDERED FROM, OR CONTRACTED WITH CLAIMANT FOR THE WORK AND/OR MATERIALS)

The name(s) and address(es) of the owner(s) or reputed owner(s) of the real property is/are:

Silver Oaks 163, LLC A California LTD, G Companies Home Building LLC, Cameo Homes 1105 Quail St Newport Beach, CA 92660

(THIS INFORMATION CAN BE OBTAINED FROM THE COUNTY ASSESSOR'S OFFICE WHERE THE REAL PROPERTY IS LOCATED)

SEE REVERSE SIDE FOR
ADDITIONAL INSTRUCTIONS

Name of Claimant Hilicrest Contracting, Inc.

By Carol L. Cittadino (SEE INSTRUCTIONS ON REVERSE SIDE FOR SIGNATURE)

Carol L. Cittadino, Credit Manager

VERIFICATION

I, the undersigned, declare: I am the President of Hilicrest Contracting, Inc.

(TITLE)

(NAME OF CLAIMANT)

the Claimant named in the foregoing claim of mechanic's lien; I am authorized to make this verification for the Claimant; I have read the foregoing claim of mechanic's lien and know the contents thereof, and the same is true to my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

February 19

2008

(DATE OF SIGNATURE)

(SIGNATURE OF THE PERSONAL WHO VERIFIES THAT THE CONTENTS OF THE CLAIM OF MECHANIC'S LIEN ARE TRUE)

Glenn J. Salsburg, President

WFOC 1115 FORM 1024 Rev. 3-04 (only valid if printed on this form)
MECHANIC'S LIEN (Claim of Lien)

11154 WFOC 1115 FORM 1024



CALIFORNIA PRELIMINARY NOTICE

IN ACCORDANCE WITH SECTION 3097 AND 3098, CALIFORNIA CIVIL CODE

THIS IS NOT A LIEN. THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR

CONSTRUCTION LENDER or
Reputed Construction Lender, if any

BANK MIDWEST
1100 MAIN, SUITE 350
KANSAS CITY, MO 64105

OWNER or PUBLIC AGENCY
or Reputed Owner (on public work)
(on private work)

SILVER DAKS 183, LLC A CALIFORNIA LTD
LIABILITY COMPANY, G COMPANIES
HOME BUILDING, LLC, CAMEO HOMES A
CALIFORNIA COPR, AND HESTER
DEVELOPMENT COMPANY
1108 QUAIL STREET
NEWPORT BEACH, CA 92660

ORIGINAL CONTRACTOR or
Reputed Contractor, if any

CLASSIC PACIFIC, LTD
3197B AIRPORT LOOP DRIVE
COSTA MESA, CA 92626

SUBCONTRACTOR with whom
claimant has contracted

Hillcrest Contracting, Inc.
1467 Circle City Drive
Corona, California 92879

YOU ARE HEREBY NOTIFIED THAT

Hillcrest Contracting, Inc.

(name of person or firm furnishing labor, services, equipment or material)

P.O. Box 1898

(address of person or firm furnishing labor, services, equipment or material)

Corona, CA 92878-1898

has furnished or will furnish labor, services, equipment or material

of the following general description:

Street Improvements

(general description of the labor, services, equipment or material furnished
or to be furnished)

for the building, structure or other work of improvement located at:

SWEETWATER RANCH

TR#31118

LEON ROAD / JEAN NICHOLAS ROAD

H.C. Job # 1811

(address or description of job site sufficient for identification)

The name of the person or firm who contracted for the purchase of such
labor, services, equipment or material is:

CLASSIC PACIFIC HOMES, LTD

An estimate of the total price of the labor, services, equipment or materials
furnished or to be furnished is:

\$980,238.00

Trust Funds to which Supplemental Fringe Benefits are Payable:

(Material men not required to furnish)

name

address

name

address

name

address

Notice to Property owner

If bills are not paid in full for the labor, services, equipment or materials furnished
or to be furnished, a mechanic's lien leading to the loss, through court foreclosure
proceedings, of all or part of your property being so improved may be placed against
the property even though you have paid your contractor in full. You may wish to
protect yourself against this consequence by (1) requiring your contractor to furnish
a signed release by the person or firm giving you this notice before making payment
to your contractor or (2) any other method or device that is appropriate under the
circumstances.

Dated: **September 5, 2007**

Signature: **Amanda Crombach**

Title: **Contract Administrator**

Telephone Number: **(951) 273-9600**

HILLCREST CONTRACTING, INC.

JC Billing by Job

02/28/2008 Page 1
System Date: 02/28/2008
System Time: 10:21 am

00-10-1811 CLASSIC PACIFIC

<u>Cat</u>	<u>Tran</u> <u>Date</u>	<u>Transaction</u> <u>Type</u>	<u>Invoice</u>	<u>Amount</u>
	09/30/2007	Work billed	FB15372	228,968.00
	08/31/2007	Work billed	21039	2,025.00
	12/31/2007	Work billed	21153	5,129.82
			Job Totals:	236,122.82*
			Report Totals:	236,122.82*

10/25/77 10:15 AM
 SYSTEM DATE: 10/25/77
 SYSTEM TIME: 10:15 AM

Aging As of Date: 6/10/2020
Aging Basis: Accounting Basis
Unpaid Only? X

Trans ID#	LT	Item	Date	Amount	Current Column	Over 30 Column	Over 60 Column	Over 90 Column	Over 120 Column	Release Page
20-10-1011-CLERKING TARIFFS										
CLERKING TARIFFS										
Invoice	10000		10/31/2007	1,825.00					1,825.00	
Invoice	00100		10/30/2007	205,261.20					205,261.20	
Invoice	00000		10/30/2007	22,806.80					22,806.80	
Invoice	00000		11/01/2007	5,129.82			5,129.82			
Sub Totals				235,722.82*	1.00*	1.00*	5,129.82*	1.00*	230,593.00*	
20101011 Totals				235,722.82*	1.00*	1.00*	5,129.82*	1.00*	230,593.00*	
Report Totals				235,722.82*	1.00*	1.00*	5,129.82*	1.00*	230,593.00*	

CLASSIC PAC FAX
949-252-0645

HILLCREST CONTRACTING, INC.

CN CO's by Contract Item

02/28/2008 Page 1
System Date: 02/28/2008
System Time: 10:59 am

CO Item	Description	Original Contract	CO Item Amount	Revised Contract	Total Billed	Cash Receipt
8811	CLASSIC PACIFIC					
00-10-1811	SILVER OAKS 183	Job#: 00-10- CLASSIC PACIFIC				
00	CONTRACT	990,238.00		990,238.00		
00	INV#21039	2,525.00		2,525.00		
PO	PO#000385	59,760.00		59,760.00		
PO	PO#005409	5,129.82		5,129.82		
	SILVER OAKS 183 Totals	1,057,652.82*	.00*	1,057,652.82*	.00*	.00*
	CLASSIC PACIFIC Totals	1,057,652.82*	.00*	1,057,652.82*	.00*	.00*

SUBCONTRACT AGREEMENT

Contract No: N/A

Cost Code: 4200

GENERAL DESCRIPTION OF WORK: Street Paving

THIS SUBCONTRACT is entered into this 28 day of August, 2007 by and between:

CLASSIC PACIFIC, LTD
20 Executive Park Suite 155
Irvine CA 92614
Tel: (949) 252-0644
Fax: (949) 252-0645

And

HILLCREST CONTRACTING
1467 Circle City Drive
Corona CA 91718-1898
Tel: (951) 273-9600
Fax: (951) 273-9608
Attn: Justin Parsons

Herein called the "Contractor"

Herein called the "Subcontractor"

RECITAL

Contractor, pursuant to a contract with, Silver Oaks 183, LLC a California Limited Liability Company, Owner of the Property, proposes to improve, develop and/or subdivide Tract No. 31118, Sweetwater Ranch, situated in the unincorporated area of the County of Riverside, State of California, legally described as follows:

Lots 1 through 133 of Tract 31118, located in the Murrieta area of the County of Riverside.
(referred to in this Subcontract as "the Project").

FOR THE MUTUAL CONSIDERATION DESCRIBED HEREIN, CONTRACTOR AND SUBCONTRACTOR AGREE TO THE FOLLOWING:

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

- (a) immediately terminate this Subcontract; or
- (b) designate which portions of the work covered by this Subcontract shall be performed by Subcontractor.

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

2. **DOCUMENTS:** The Contract Documents include this Subcontract, Supplemental Schedules (INSERT APPLICABLE SCHEDULES) and the documents listed in Schedule "D (IF APPLICABLE)." The Contract Documents describe the work to be performed by the Subcontractor under this Subcontract. Subcontractor acknowledges that he has carefully examined and studied the Contract Documents in their entirety. Subcontractor

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Tract 31118
Sweetwater Ranch

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further acknowledges that the work of the various subcontractors for the Project is interrelated, and Subcontractor fully understands the character of the work to be performed pursuant to the Contract Documents.

3. **WORK COVERED:** Subcontractor agrees to perform in good and workmanlike manner, and to furnish to the Project, all labor, materials, supplies, equipment, services, machinery, tools and other facilities of every description required for the prompt and efficient execution of the work (the "Job") as outlined in Schedule "B" attached hereto. All materials shall be new unless otherwise specified by Contractor. Subcontractor shall be obligated to perform the Job in strict compliance with the Contract Documents and all applicable Federal, State & local laws, ordinances, and regulations (including OSHA and all other safety and/or environmental protection laws) as well as with the provisions of this Subcontract.

4. **CONTRACT PRICE:** For the strict (not substantial) performance of all its obligations hereunder, Contractor shall pay to Subcontractor the amounts set forth in Schedule "C" attached hereto (the "Contract Price"). Except where a different notice period is provided herein for breaches of specific clauses of this Subcontract, Contractor shall have the absolute right to terminate this Subcontract without cause upon three (3) days prior written notice to the Subcontractor and payment to the Subcontractor of the portion of the Contract Price for the work completed as of the date of termination.

5. **PAYMENT:** So long as Subcontractor is not in default under any of the provisions of this Subcontract, payment will be made for the work completed at the unit price or prices specified in accordance with Schedule "C" when Contractor has received:

- (a) City and County inspections;
- (b) Material and labor releases as herein provided;
- (c) Receipts for payment of Health, Welfare and Pension funds, if applicable;
- (d) Satisfaction (in Contractor's sole discretion) that all legitimate complaints involving Subcontractor's work have been corrected by Subcontractor;
- (e) All additional insured endorsements and certificates as required under this subcontract, and
- (f) Written notice of the name, address and telephone number of the person designated by Subcontractor to address all issues relevant to the Project.

Any payments or advances made by Contractor prior to full completion and final acceptance of the Job shall not be construed as evidence of acceptance of any Subcontractor's work. If construction loan funds are deposited in a joint control account, Subcontractor agrees to accept payments from that account and any order given by Contractor to Subcontractor shall be deemed payment on the part of Contractor and a release of Contractor in the amount of any such order. Contractor shall have the right to make payments to Subcontractor hereunder by checks payable jointly to Subcontractor and Subcontractor's suppliers and laborers, or any of them. SUBCONTRACTOR AGREES TO FURNISH TO CONTRACTOR, AND CONTRACTOR MAY REFUSE PAYMENT TO SUBCONTRACTOR HEREUNDER UNLESS AND UNTIL SUBCONTRACTOR FURNISHES TO CONTRACTOR, RELEASES OF CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, ANY TRUST FUND WHICH MAY ACQUIRE A LIEN ON THE PROPERTY PURSUANT TO CIVIL CODE SECTION 3111 AND OTHER SUBCONTRACTORS EXCEPT AT CONTRACTOR'S OPTION.

6. **ADDITIONS, CHANGES AND MODIFICATIONS TO SUBCONTRACT:** The terms and conditions of this Subcontract are not subject to addition, modification or change, unless they are made in writing by a duly authorized representative of Contractor. Except upon written notification by Contractor to Subcontractor, the only representatives of Contractor authorized to make such written addition, modification or change are those set forth in Schedule "A" attached hereto. All authorizations for additions, changes or modifications shall be attached to and be made a part of this Subcontract. No addition, change or modification made pursuant to this section shall void this Subcontract. If Subcontractor is requested to perform services or furnish materials over and above his contract provisions, Subcontractor must first obtain written approval and a Change Order number from Contractor. All other instructions, responses to requests for information, and/or directions whether verbal or written, that the

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Sweetwater Ranch

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Subcontractor may receive in the normal course of business shall be deemed part of the Original Contract and no additional compensation shall be given to Subcontractor.

7. **ADHERENCE TO PLANS AND SPECIFICATIONS:** Information regarding the site of the work given in drawings and specifications is believed to be reasonably correct, but the Contractor does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Subcontractor to verify all such information, independently, and to make such other examination of the site as shall reasonably be necessary to satisfy himself of the conditions to be encountered during construction. In any case of discrepancy, either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contractor, who shall promptly make a determination in writing.

Unless otherwise instructed by Contractor, in writing, Subcontractor shall make no changes to, nor in any manner deviate from the Contract Documents, and he shall be responsible and liable for any and all damage of any kind, including without limitation, tort, contract and equitable damages, as well as economic and non-economic damages, that may result from such changes or deviations. In addition, Contractor may require Subcontractor, at Subcontractor's own cost and expense, to cause any of his work to conform strictly to the Contract Documents, unless a written authorization of Contractor executed in accordance with Section 6 of this Subcontract, addressed to Subcontractor, shall be given setting forth in detail what specific changes may be made.

For purposes of interpreting the Contract Documents, should the plans vary from the specifications, then the specifications shall govern. Should there be any discrepancy between the plans or the specifications, or both, and any governmental laws or regulations, then those which are more stringent and/or maximum shall govern. Contractor assumes no responsibility for failure of the plans or specifications to comply with governmental laws or regulations, and it is conclusively presumed that Subcontractor is familiar with all relevant governmental laws or regulations, regardless of the provisions of the Contract Documents. Subcontractor agrees that should any change be required by any governmental authority, such change shall be made by Subcontractor without increase in the Contract Price, Contractor agreeing only that it will use its best efforts to have the Contract Documents meet with the requirement of governmental authority. If any of the Contract Documents provide for work contrary to any such laws and regulations, Subcontractor must notify Contractor in writing prior to proceeding with any work and Subcontractor shall not perform any such work until the corrected Contract Documents have been approved in writing by Contractor.

8. **EXTRAS:** All labor, materials and equipment furnished by Subcontractor are included within the Contract Price, even though the labor, materials and equipment are not specified in the Contract Documents. Contractor, 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 Subcontract, and these changes shall not void this Subcontract, but the value of the changes, as designated by Contractor in the written authorization shall be added to or deducted from the Contract Price as the case may be.

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

10. **COMMENCEMENT AND COMPLETION OF THE JOB:** On or before seven (7) days prior to the time Subcontractor will be required to commence the Job or a portion of the Job, Contractor will deliver to Subcontractor a "Construction Sequence Schedule". Thereafter Contractor shall give Subcontractor three (3) days written notice of the exact date upon which Subcontractor shall commence the performance of his obligations hereunder. Subcontractor shall commence the Job on the date specified in the notice and shall complete the Job within the times as specifically set forth in said "Construction Sequence Schedule." Before fabrication and/or placing orders for non-standard or special materials, Subcontractor shall contact Project Superintendent to confirm starting date, production and scheduling.

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Sweetwater Ranch

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Upon receipt of the "Construction Sequence Schedule", Subcontractor shall procure and prepare materials and manufactured products so as to be ready to begin work on the Project. Subcontractor agrees to perform work in a prompt and diligent manner, in conjunction with the other trades working on the Project, to assure the uninterrupted progress of the Project. If Contractor's work schedule should be changed, Subcontractor will proceed in strict accordance with Contractor's directions. Any changes in the schedule shall be made in writing as specified in Section 6. Subcontractor will cooperate with other subcontractors installing related work and will not interfere in any manner with the work of the Contractor or other subcontractors. If there are any conflicts in the work schedule of the Subcontractor and Contractor or any other Subcontractor, Contractor shall decide which work shall have precedence, and the Contractor's decision shall be final.

11. **MATERIAL ORDERS, NOTIFICATION AND STORAGE:** Subcontractor is required to place orders for all equipment, supplies and materials in time to prevent any delay in the construction schedule or completion of the Project. Should Subcontractor fail to place an order for any equipment, supplies and/or materials in a timely manner, causing delays, then any and all additional charges, fees, and/or penalties incurred by Subcontractor to meet the construction schedule shall be borne by this Subcontractor. These costs may include, but are not limited to, additional charges by supplier to provide materials in time to meet the construction schedule, special handling charges, rush charges or premium freight charges.

Subcontractor shall within ten (10) days of execution of the subcontract provide in writing a list of names and addresses of all suppliers who will supply materials and labor to Subcontractor for the Job. The written list of suppliers shall, upon receipt by Contractor, be attached to this Subcontract and shall be made a part hereof. Subcontractor shall have the right to change the suppliers without first obtaining written permission of Contractor provided, however, that Subcontractor must notify Contractor within 24 hours of any such change. Subcontractor warrants that the list of suppliers who will supply Subcontractor shall be the only suppliers for Subcontractor for the Job.

If Subcontractor requires an area for prefabrication and/or storage of materials, Contractor shall provide to Subcontractor a location only if one is available. If one or more garages is/are used by Subcontractor for storage of materials, equipment, etc., then Subcontractor shall provide to the Project Superintendent a key or combination for the lock(s) used to these secure site(s). Any stored materials are to be kept clear of any posted building permit.

No Toxic Or Hazardous Materials Or Substances Shall Be Stored On The Jobsite At Any Time.

12. **LINES, GRADES AND MEASUREMENTS:** Subcontractor assumes full responsibility for the proper interpretation and interpolation of all lines, levels and measurements and their relation to bench marks, property lines, reference lines and the work of the Contractor or other subcontractors. In all cases where dimensions are governed by conditions already established, the responsibility for correct knowledge of the conditions shall rest entirely on Subcontractor. No variation from specified lines or grades or dimensions shall be made except on written authority of Contractor. All work shall be made to conform to actual, final conditions as they develop in the course of construction.

13. **RELATED WORK:** By beginning his work at the Project, Subcontractor acknowledges that all related, adjacent or dependent work, services, utilities or materials are acceptable to him. Unless prior damage is reported in writing by the Subcontractor to the Contractor, Subcontractor hereby waives any and all claims for damages or extras with respect to defects in or failure of such work, services, utilities or materials. Subcontractor shall not cover over, hide or fail to disclose to Contractor any shoddy, incomplete, inadequate, nonconforming or otherwise inferior work at the Project, whether performed by Subcontractor or any other entity, and will immediately report such discovery to Contractor. If Subcontractor fails to comply with this provision, Subcontractor shall be responsible for all damages, costs, expenses, warranty work, consequential damages, or other liability arising directly or indirectly from such actions.

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14. **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 Contractor, Subcontractor discontinues the Job prior to its completion, then Subcontractor shall resume work as soon as conditions permit, or if Subcontractor shall discontinue work because Contractor considers it inadvisable to proceed with the Job, then Subcontractor will resume the job promptly upon receiving written notice from Contractor to do so, and Subcontractor 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.

15. **LICENSES, PERMITS, INSPECTION AND APPROVALS:** Before beginning any portion of the Project, Subcontractor shall obtain, at his expense, any and all certifications, permits and licenses required for his work on the Project. Subcontractor 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. Subcontractor shall exhibit each such required permit or license to Contractor upon its request. Any fines, penalties or judgments incurred at the Project which are due to the Subcontractor's failure to obtain a required certification or permit shall be borne and paid solely by Subcontractor.

The Job or any portion of the Job is subject to inspection and approval by all applicable governmental authorities, Contractor and Contractor's representatives. Subcontractor shall be required to furnish for the approval of all governmental authorities, Contractor and Contractor's representatives such samples, shop drawings and patterns as may be required for the Job. Subcontractor shall provide sufficient, safe and proper facilities during the progress of the Job for all such inspections in the field, at shops or any place where materials required hereunder are in the course of preparation, manufacture, treatment or storage. It is agreed that any change or correction required as a result of any such inspections shall be made by Subcontractor without additional charge, unless otherwise specifically agreed upon by Contractor in writing.

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

A. **Air Quality:** Subcontractor 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 Subcontractors and/or Suppliers that work on Contractor'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 Subcontractor'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.

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, Contractor 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 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.

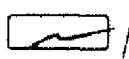
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Subcontractor acknowledges his obligations to read and understand the SWPPP for the Project, and to ensure that the activities of all of his employees, sub-sub-contractors and suppliers conform to the requirements of the SWPPP. All Subcontractors/Suppliers that work on Contractor's projects are required by law to be SWPPP "certified". For information regarding certification subcontractor 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

- C. **Responsibility For Fines And Orders:** Subcontractor 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 Subcontractor at the Project. Subcontractor agrees to defend and indemnify Contractor regarding any fine imposed or cost incurred as the result of Subcontractor's work at the Project which is made by the SCAQMD or the AQMD against Contractor.

17. **SURETY:** If required in Schedule "A" attached to this Subcontract, at the option of Contractor, within ten (10) days after the execution of this Subcontract, Subcontractor shall file with Contractor, to the satisfaction of Contractor, a Surety Faithful Performance Bond in the standard form in an amount equal to one hundred percent (100%) of the Contract Price, and a Surety Labor and Materials Bond in the standard form in an amount equal to one hundred percent (100%) of the cost of labor and materials to be incurred by Subcontractor hereunder, each bond to be executed by a corporate surety company licensed to do business in the State of California. Subcontractor, by its execution hereof, warrants that it can obtain said bonds at a cost of not more than one percent (1%) of the principal amount thereof. If Subcontractor fails, for any reason, to so file, Contractor may at its option, terminate this Subcontract, giving Subcontractor two (2) days written notice of termination. In the event Contractor may require Subcontractor to post either of said bonds as provided above, Contractor shall pay the cost thereof and the amount of said premium shall not be included within Subcontractor's bid. It is agreed that no change, alterations or modifications in or deviation from this Subcontract or the Contract Documents, whether made in the manner herein provided for or not, shall release or exonerate in whole or in any part, any surety on any bond given in connection with this Subcontract, and each and every surety bond required hereunder shall so provide.

18. **FAILURE TO ADEQUATELY PERFORM:** Upon written or oral notification from the Contractor that Subcontractor's performance is in any respect unsatisfactory, needs correction or that Subcontractor has failed to comply fully with the terms of this Subcontract or the Contract Documents, or that the Job has been damaged, Subcontractor shall, within twenty-four (24) hours of such notification, take all action (including the furnishing of sufficient materials, equipment, and men to perform) which is necessary to correct or repair the Job in accordance with this Subcontract or the Requirements of the Contractor. Should Subcontractor fail to do so within twenty-four (24) hours after written notification, Contractor may terminate this Subcontract.

19. **CORRECTION AND REMOVAL OF DEFECTS IN MATERIAL OR WORK:** All defects in material used or work performed under this Subcontract as designated by City or County inspectors or Contractor, upon inspection and brought to the attention of Subcontractor shall immediately be corrected by Subcontractor to the satisfaction of the Contractor and the designating person. If any workmanship or materials are declared in writing by Contractor or any other applicable governmental authority to be unsound or improper, then Subcontractor shall, within twenty-four (24) hours after service upon him of written notice from Contractor or the appropriate governmental authority to that effect, proceed with due diligence to remove from the site all such materials, whether worked or unworked, and shall take down all such portions of the unsound or improper work and shall make good all work in other trades damaged by such a removal. In the event that all or any portion of such work shall be of such a nature, or the time available to complete the whole work shall be so limited, that in the judgment of Contractor it would be expedient to order the same replace or corrected, Contractor, at its option, may deduct from the payment due or to become due to Subcontractor an amount that shall represent the difference between the fair and reasonable value of such work and its value had it been executed in conformity with the Contract Documents.

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20. **DAMAGE TO RELATED WORK:** Should Subcontractor damage the work or installation of Contractor or any other subcontractor, Subcontractor shall promptly pay to Contractor or such subcontractor, as the case may be, all costs incurred in repairing the damage. Subcontractor and his suppliers shall not be permitted to drive any vehicle over any curb or sidewalk on the Project at any time by any means. Subcontractor shall take all action necessary to ensure that his suppliers comply fully with the requirements of this Paragraph and shall be fully responsible for all damage to curbs and sidewalks caused by his vehicles or those of his suppliers. All damage to the Job prior to full completion and final acceptance of the Project as a whole regardless whether such damages were caused in whole or in part by Subcontractor and regardless of any other person's or party's negligence, shall be promptly repaired or replaced by Subcontractor at his own cost and expense, except that this shall not apply to damages caused by the sole negligence or willful misconduct of Contractor or any other party directly responsible.

21. **INDEMNITY/WAIVER:** To the fullest extent permitted by law, any and all portions of the Job covered by this Subcontract at the Project or in preparing or delivering materials or equipment to the Project, shall be at the sole risk of Subcontractor exclusively, regardless of whether the work contemplated under the Subcontract is characterized as "residential" or "commercial." Subcontractor shall, with respect to all work which is covered by or incidental to this Subcontract, indemnify and hold Contractor, Owner, **Classic Pacific Ltd., Silver Oaks, 183 LLC, a California Limited Liability Corporation, Cameo Homes a California Corporation, Hester Development Company, LLC a California Limited Liability Company and G Companies Homebuilding, LLC** their officers, directors, agents, servants, employees, divisions, subsidiaries, joint venturers, members, partners, shareholders and affiliated companies (hereinafter "Indemnities" and/or "The Group") harmless from and against all of the following:

Any claim, liability, loss, damage, cost, liability for taxes, expenses, including reasonable attorneys' fees, awards, fines or judgments ("Claim") arising by reason of the death or bodily injury to persons, injury to property, design defects (if design originated by Subcontractor or Subcontractor's work contributed to Claim), loss of use or other loss, damage or expense, including any result of Indemnities alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive. However, Subcontractor shall not be obligated under this Subcontract to indemnify Indemnities with respect to the sole negligence or willful misconduct of Indemnities, their agents or servants or independent contractors who are directly responsible to Indemnities, excluding Subcontractor herein.

Subcontractor shall, at its own cost and expense, defend any such Claim and/or any suit, action or proceeding which may be commenced thereunder, and the Subcontractor shall pay any and all judgments, which may be rendered in any suit, action, arbitration or proceeding and any and all expense, including but not limited to costs, attorneys' fees, the amount paid in settlement and settlement expenses which are incurred therein.

Notwithstanding the foregoing, Contractor and Subcontractor agree that the right of Indemnities to seek equitable indemnity and/or contribution is in no way diminished or precluded by Subcontractor's agreement to provide express contractual indemnity and contribution to Indemnities.

Subcontractor understands and acknowledges that the indemnification obligations set forth herein are intended to extend to and include Claims arising from the strict liability, breach of warranty and the active or passive negligence of the Indemnities. This paragraph shall be intended to provide for the broadest possible indemnification of the Indemnities allowed by applicable law, with only those words or provisions declared inapplicable as required by applicable law. Subcontractor further understands and agrees that it shall immediately fulfill all of its indemnification obligations upon written notice by any Indemnity without any order of any court regardless of whether such Indemnity has made any payment as to the Claim, including, without limitation, payment for attorneys' fees, investigative costs, consultants and other expenses related to or associated with the Claim.

Subcontractor shall pay any attorney's fees, legal costs and other costs incurred by Indemnities in defending against any claim actually or potentially encompassed by this section. Subcontractor shall pay any attorney's fees, legal costs and other costs incurred by Contractor in pursuing Subcontractor to enforce any right or obligation enumerated in this Section 21.

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The scope of the defense and indemnity obligations described in this section also include any and all costs incurred by Contractor to repair any Work not in compliance with the standards set forth in the Right to Repair Act (California Civil Code sections 895 *et seq.* and more particularly described in Schedule "E" to this Subcontract) or to have the repair made by a contractor other than the Subcontractor, pursuant to the Right to Repair Act."

Subcontractor waives all of its rights, claims, losses, damages, costs and expenses against Contractor, Owner, their officers, directors, shareholders, members, joint venturers, and their affiliates arising out of this Agreement or otherwise except for claims for payment of the Contract Price under this Agreement and any mechanics or materialman's lien, if any, that Subcontractor is entitled to under applicable law with respect to such payment.

22. **INSURANCE:** The Subcontractor and all suppliers to which portions of the work under the Subcontract are subcontracted (herein called "Subcontractors") shall, during the continuance of the work under said Subcontract, 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, in the opinion of the Contractor, to protect the Subcontractor and its subcontractor(s) from any liability for bodily injury, sickness or disease (including death resulting at any time therefrom) or any of their 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 no event shall such 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 for each occurrence, and a \$2,000,000 Aggregate, unless higher limits are specified in Schedule "A." Said policies to include Broad Form and Completed Operations coverage with separate Completed Operations limits of \$1,000,000 per occurrence and an Aggregate of \$2,000,000. Such insurance policy is to be written on ISO Form No. CG 00 01 1001 or its equivalent, provided however that Contractor has provided prior written approval of such an equivalent insurance policy.
 - iii. Comprehensive Auto: Automobile Liability Insurance, including Property Damage covering all owner or rented equipment used in connection with the work, 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.
- B. All insurance policies shall contain appropriate endorsements extending the coverage thereof to include the liability assumed by the Subcontractor under this Subcontract Agreement. All insurance policies must be on an "occurrence basis" and absolutely shall not be on a "claims made" basis.
- C. Subcontractor will procure and forward to the Contractor, 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. Upon request, Subcontractor shall also provide a full and complete copy of the operative insurance policy, including the Declaration Page and all endorsements. Subcontractor shall provide written


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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 Subcontractor is required to maintain pursuant to the terms of this Agreement terminates. Upon request contractor retained by Subcontractor shall also provide a full and complete copy of the operative insurance policy, including the Declaration Page and all endorsements.

- D. Subcontractor shall procure and forward to the Contractor, prior to commencement of work or within ten (10) days of signing this Agreement, whichever is first, endorsements to each insurance policy identified in this section naming each member of The Group as additional insureds under each policy. Relevant to naming each member of The Group as an Additional Insured, the wording shall be as follows:

"It is understood and agreed that coverage afforded by this policy shall also apply to Classic Pacific, Ltd., Silver Oaks 183, LLC, a California Limited Liability Corporation, Camco Homes a California Corporation, Hester Development Company, LLC a California Limited Liability Company and G Companier Homebuilding, LLC their officers, directors, agents, servants, employees, divisions, subsidiaries, joint ventures, members, partners, shareholders and affiliated companies (collectively referred to in the underlying Subcontract 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 other performed on behalf of the named insured."

If required by any Lender for the Project, Subcontractor shall also name that 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 22.

Such policy of insurance shall also provide that any losses shall be payable to the insureds (or any mortgages as to the insurance in Section 22(A)(ii) as their interests may appear, notwithstanding any act or failure to act or negligence of Subcontractor, or any other person or entity. Such insurance shall provide that any waiver of subrogation rights by the insured does not void the coverage otherwise provided, and Subcontractor and Contractor 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 whether they be ISO form or manuscript, blanket, blanket contractual or specific, shall provide broad form and completed operations coverage for The Group (and Lender if so required by this Agreement), and must provide equivalent or better coverage to that contained in ISO Form CG 2010 11/85, or Form G17957A, if available, and such endorsements 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 Subcontractor or its subcontractor without thirty (30) days written notice to the Contractor and the Contractor's written approval thereof.
- G. Compliance or failure to comply by the Subcontractor with the foregoing insurance requirements as to carrying insurance and furnishing certificates shall not relieve the Subcontractor of his


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liabilities and obligations under this clause, nor shall it relieve Subcontractor from its indemnification and warranty obligations to the Group arising out of this Subcontract or otherwise.


- H. No acceptance of insurance certificates or additional insured endorsements by Contractor shall in any way limit or relieve Subcontractor of its duties and responsibilities under this Subcontract.
- I. Subcontractor hereby waives any right of subrogation which 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.

23. **DAMAGES TO CONTRACTOR FOR DELAY:** Inasmuch as Subcontractor is only one of many subcontractors performing services and providing materials to the Project, and since the timely performance of Subcontractor's work is essential to the coordination with and completion of the various other subcontractors' work, it is mutually recognized that Contractor will suffer substantial damage if Subcontractor fails to perform its work in a timely manner. However, it would be impracticable or extremely difficult to fix the actual damage to Contractor in the event of a breach of this Subcontract by Subcontractor 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, for each and every calendar day of delay caused by a breach of the Subcontract by Subcontractor shall be presumed to be the amount of damages sustained by Contractor as a result of any such breach. The aforementioned amount of liquidated damages shall be valid, binding and enforceable only if Contractor and Subcontractor have initialed the specified boxes, below, in the event of such failure or delay in the timely performance of work, the damages affixed as herein provided above may, at the option of Contractor, be applied against any amount due Subcontractor hereunder. The remedy provided for in this section is to compensate Contractor for Subcontractor's failure or delay in the timely performance of the Job. It is understood and agreed that this remedy is not applicable to any breach or default by Subcontractor which results in something other than a delay in performance, and that Contractor has the additional right to pursue any and all remedies as might be available to him in the event Subcontractor fails in the performance of any of the terms of this Subcontract.

Need Approved Schedule agreed to by both parties

I have reviewed paragraph 23 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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CONTRACTOR

24. **RIGHTS OF CONTRACTOR ON TERMINATION:** In the event of termination of the Subcontract by Contractor as provided herein, Subcontractor hereby authorizes Contractor to perform and complete the Job, and in connection therewith, Contractor may:

- (a) eject Subcontractor from the Project;
- (b) take possession of all materials, and appliances, already on the site, as well as all materials in the course of preparation wherever located, and have any and all rights under all subcontracts of Subcontractor, and/or

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- (c) go into the open market and secure materials and employ men necessary to complete the Job, at Subcontractor's expense.

Subcontractor shall not be entitled to receive any further payment until acceptance of the entire Project by the appropriate governmental authority and then only after the direct and indirect costs incurred by Contractor to complete Subcontractor's work, plus a reasonable allowance for profit for Contractor, 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 Subcontractor, the amount of the excess shall be a debt immediately due and owing from Subcontractor to Contractor. If the balance of the Contract Price exceeds Contractor's direct and indirect costs, plus a reasonable allowance for profit, that excess shall be paid to Subcontractor at the time of acceptance of the entire Project.

25. **DEFENSE OF PATENTS:** The Subcontractor shall defend all suits or claims for infringement by him of any patent right that may be brought against Contractor, the owner or the architect arising out of Subcontractor's work at the Project, and shall hold Contractor, the owner or the architect harmless from a loss on account thereof, except that Subcontractor shall not be responsible for such loss when a particular process or product of a particular manufacturer or manufacturers is specified.

26. **CUTTING, FITTING AND PATCHING; WORK OF OTHERS:** Subcontractor shall do all cutting, fitting, sealing and patching of his work that may be required to make its parts come together properly and to fit it to receive or be received by the work of other subcontractors, known or reasonably implied by the Contract Documents. Subcontractor agrees to protect the work of others from damage as a result of his operations. Should Subcontractor cause damage to any separate subcontractor's work which is related to Subcontractor's performance on work at the Project, then Subcontractor agrees to compensate promptly such other subcontractor to the extent of his damage.

27. **CLAIMS OF SUBCONTRACTOR FOR DELAY OR DAMAGE:** Subcontractor expressly waives any and all rights to claim or receive any compensation or damages for failure of Contractor or other subcontractors to have related portions of the Job completed in time for the work of Subcontractor to proceed.

28. **WARRANTY:** In addition to such other warranties and guaranties required in this Subcontract pertaining to the quality and fitness of the labor, materials, services and/or equipment to be furnished hereunder, Subcontractor hereby warrants and guarantees that all labor, materials, services and equipment to be furnished and provided hereunder shall be performed, installed, and operated in compliance with all applicable local, state and federal statutes and regulations pertaining to health, safety and structural requirements. 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 such improvements are to be constructed and shall further be for the benefit of Purchasers of the improvements to be constructed hereunder only to the extent so required by California Civil Code, Section 895 et seq., (also known as SB 800). Further, Subcontractor 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 Subcontractor to comply with any applicable local, state or federal statute or regulations pertaining to such health, safety, or structural requirements.

29. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The relationship of Subcontractor during the term of this Subcontract shall be that of an independent contractor. Subcontractor shall take any and all actions necessary to maintain said independent contractor relationship throughout the term of this Subcontract, and Subcontractor shall at no time be considered an employee, borrowed employee, or agent of Contractor.

30. **CLEAN-UP AND STORAGE:** Subcontractor shall maintain, to the satisfaction of Contractor, all work sites in a clean, neat and safe condition and shall comply promptly with any instructions from Contractor with respect thereto. As the Job is completed, Subcontractor shall remove from the site all of Subcontractor's rubbish, debris, materials, tools and equipment and, if Subcontractor fails to do so promptly, Contractor may remove the same to any place of storage or any dumping ground at Subcontractor's risk and expense and without incurring any

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responsibility to Subcontractor for loss, damage or theft. All storage and removal costs thus incurred by Contractor shall be deductible from any payment or balance due Subcontractor hereunder.

31. **USEABLE EXCESS MATERIALS:** To the extent applicable, Subcontractor shall move, as the Job or any portion thereof is completed, from the Site thereof to the site or sites or the next work to be completed by Subcontractor, all useable excess materials, particularly materials supplied by Contractor. All materials supplied by Contractor shall be considered useable, unless Contractor advises Subcontractor to the contrary in writing. All excess costs suffered by Contractor by reason of Subcontractor's failure to use such useable materials in succeeding work shall be charged against, and paid for by Subcontractor and may be deducted from any payment or balance due Subcontractor hereunder.

32. **USE OF CONTRACTOR'S EQUIPMENT:** The use of any of Contractor's equipment, rigging, blocking, hoist or scaffolding by Subcontractor given, loaned or rented to Subcontractor by Contractor shall be upon the distinct understanding that Subcontractor use the equipment, rigging, blocking or scaffolding at his own risk and takes the same "as is." Nothing herein contained shall be deemed to permit any such use by Subcontractor without the prior written consent of Contractor.

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

34. **FINAL ACCEPTANCE:** Any and all work shall be considered complete and final only after final inspection and official acceptance by all pertinent governing agencies and Contractor has occurred. Final inspection and acceptance shall not be construed as an acceptance by Contractor or a waiver or release of any claims, demands or causes of action of or from any known or unknown, patent or latent, defects or unsatisfactory workmanship or materials.

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

36. **LIENS:** Subcontractor shall pay when due all claims for labor or materials incurred by him in the performance of this Subcontract. 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 property, or any portion of it, Subcontractor shall within ten (10) days after written demand by Contractor, cause the effect of such lien, attachment or suit to be removed from the Property, or any portion thereof, and in the event Subcontractor shall fail to do so, Contractor is hereby authorized to use whatever means it may deem best to cause the lien,

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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 Contractor, shall become immediately due from Subcontractor to Contractor. Subcontractor may contest any such lien, attachment or suit, provided that first he shall cause the effect to be removed from the Property, or any part thereof, and shall do such further things as is necessary to cause an owner of any portion of the Property not to withhold, by reason of such liens, attachments or suits, monies due to Contractor from such owner.

37. **INSOLVENCY OR BANKRUPTCY:**

- A. In the event of an appointment of a receiver for Subcontractor or in the event Subcontractor makes an assignment for the benefit of creditors, Contractor may terminate this Subcontract by giving three (3) working days written notice to Subcontractor and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Subcontractor, Contractor may terminate this Subcontract by giving three (3) working days written notice to Subcontractor, its trustee and its surety, if any, unless the Subcontractor, the surety, or the trustee: (i) promptly cures all defaults, (ii) provides Contractor with adequate assurances of its future performance, (iii) compensates Contractor for any actual pecuniary loss resulting from such defaults, and (iv) assumes the obligations of Subcontractor within the statutory time limits.
- B. If Subcontractor is not performing the Job in accordance with this Subcontract at the time of entering an order for relief, or at any subsequent time, Contractor, while awaiting the decision of Subcontractor or its trustee to accept or 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. Contractor may offset against the Contract Sum all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable profit, overhead and attorneys' fees and expenses. Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Sum.
- C. In the event that Subcontractor has proceeded to file a petition with the Bankruptcy Court under the applicable Bankruptcy Laws during the pendency of any dispute between them, Subcontractor agrees, that upon request by Contractor, it shall immediately stipulate to an order granting relief from the automatic stay then in effect so as to allow Contractor to proceed against any insurance carrier covering Subcontractor for the Job and/or any obligations described in this Subcontract as well as any insurance carrier having issued certificates or additional insured endorsements to Contractor, its parent, subsidiaries and/or affiliates as additional insureds.

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

38. **DEATH OF SUBCONTRACTOR:** If Subcontractor is a sole proprietor, his death shall, at Contractor's sole option, automatically terminate this Subcontract.

39. **JOBSITE SUPERINTENDENT:** During the performance of the Job, Subcontractor shall furnish to the jobsite a qualified superintendent or foreman to act as the representative of Subcontractor on the Project with the right and power to obligate Subcontractor. Such superintendent or foreman shall at all times be satisfactory to, and shall not be changed without the written consent of, Contractor. Upon oral or written notice from Contractor that

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such superintendent or foreman is unsatisfactory to Contractor, Subcontractor shall promptly replace him with a person satisfactory to Contractor.

40. **GOVERNMENTAL AND JURISDICTIONAL COMPLIANCE:** Subcontractor shall comply with all governmental laws, rules, orders and requirements. In the event that fine(s) are levied against Contractor for Subcontractor's non-compliance, said fine(s) shall be back charged to Subcontractor. In the event that the fine(s) exceed the contract amount, Subcontractor agrees to compensate Contractor, in full, no later than ten (10) calendar days from notification.

41. **ATTORNEYS' FEES:** In the event of any dispute or litigation to enforce any of the provision of this Agreement, or to declare any right of either party 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.

42. **TIME OF ESSENCE AND WAIVER:** All time limits stated in this Subcontract are of the essence to this Subcontract. A waiver by Contractor of any breach of any one of the terms or conditions herein contained shall not be construed as a waiver of any subsequent breach. Any consent by Contractor to the delay in the performance of the Subcontractor of any obligations to be performed by Subcontractor shall be applicable only to the particular transaction to which it relates, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy by Contractor in the event of a breach of any term or condition hereof, or the exercise by Contractor of any right hereunder, shall not be construed as a waiver.

43. **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 Contractor, the 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 to 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.

44. **TEMPORARY POWER, WATER SECURITY, FENCING, ETC.:** Subcontractor shall provide his own temporary power (drop cords, etc.), water, security, security fencing, and any other items necessary for performance of contracted work.

45. **DATA FURNISHED BY SUBCONTRACTOR:** Subcontractor at his own expense shall furnish promptly, when requested by Contractor, any number of prints of his shop drawings, schedules, reports or any other

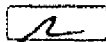
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data that may be necessary for distribution among other subcontractors and to Contractor for proper performance or clarification of work.

46. **SUBCONTRACTOR'S REPRESENTATIONS:** As a material inducement to Contractor to enter into this Subcontract, Subcontractor represents as follows:

- (a) Subcontractor is familiar with all requirements of the Subcontract and Contract Documents.
- (b) Subcontractor 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) Subcontractor is satisfied that the Job can be performed and completed as required in this Subcontract.
- (d) Subcontractor warrants that in entering into this Subcontract he has not been influenced by any statement or promise of Contractor or its representatives but only by the Contract Documents.
- (e) Subcontractor is financially solvent.
- (f) Subcontractor is experienced and competent to perform this Subcontract.
- (g) Subcontractor is qualified, properly licensed, and in good standing and authorized to do business as a contractor in the State of California.
- (h) Subcontractor is familiar with all general and special laws, ordinances, and regulations that may affect the Job, its performance, or those persons employed therein.
- (i) Subcontractor is familiar with the tax and labor regulations and with rates of pay that will affect the work hereunder.

47. **PUBLICITY:** Subcontractor 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 Subcontractor has entered into this Subcontract with Contractor, unless such public release is first approved in writing by Contractor.

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

49. **SEVERABILITY:** Should any of the provisions of this Subcontract prove to be invalid or otherwise ineffective, the other provisions of this Subcontract shall remain in full force and effect.

50. **SUBCONTRACT DRAFTED BY BOTH PARTIES:** The language of this Subcontract 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 Subcontract or any specific portion of this Subcontract. It is acknowledged that all parties to this Subcontract have had an opportunity to consult with their respective attorneys concerning the terms and conditions of this Subcontract. Both parties have had the opportunity to request and negotiate changes to the Subcontract. As a consequence, this Subcontract shall be deemed to have been drafted by all parties to the Subcontract and neither Subcontractor nor Contractor shall maintain otherwise.

51. **PLACE OF PERFORMANCE:** Execution of this Subcontract shall be at Contractor's place of business in the City of Costa Mesa, County of Orange, State of California, and the County of Orange, State of California shall be deemed the place of performance of all this Subcontract for all legal purposes.

52. **HEIRS AND ASSIGNS:** This Subcontract shall inure to the benefit of and be binding on the heirs, administrators and successors of the respective parties hereto, and the assigns of Contractor.

53. **NOTICES:** Any notices or statements required or designed to be given under this Subcontract, unless otherwise provided herein, shall be personally served, served by facsimile, or sent by United States mail to the address as set forth on the first page of this Subcontract, until notice of a different address be given. Notices not

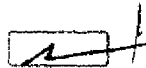
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personally served shall be deemed given one (1) day after facsimile transmission or five (5) days after deposit in The United States mail, properly addressed and with postage prepaid.

54. **SUPPLEMENTAL SCHEDULE:** Supplemental Schedules A, B, C, D, and E attached to this Subcontract are hereby incorporated herein by this reference as wholly set forth at length.

55. **SAFETY REGULATIONS:** Subcontractor shall comply with all applicable safety regulations, 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 hold Contractor free and harmless from any and all claims by reason of Subcontractor's failure to comply with such laws, acts, or regulations.

56. **ACCIDENT REPORTS:** Within 10 days of occurrence, Subcontractor shall report to Contractor all accidents occurring at or related to the Project which result in death or injury to persons or in damage to property.

57. **RESERVED GATE SYSTEM:**

- (a) Contractor may from time to time and at any time establish a Reserved Gate System. Upon receipt of notification by Contractor, Subcontractor agrees to honor the terms from such Reserved Gate System and to take all reasonable steps necessary to insure the peaceful operation of the Reserved Gate System.

Subcontractor shall advise Contractor of the union affiliation, if any, of each supplier who will supply Subcontractor for the Job and shall use his best efforts to insure that all his suppliers cooperate with and honor the terms of the Reserved Gate System.

58. **ABSENCE OF LIQUIDATED DAMAGE AMOUNT IN SUBCONTRACT:** If the parties have not entered a Liquidated Damage amount in paragraph 23 and if both parties have not initiated the appropriate boxes where indicated on the page bottom following paragraph 23, there shall be no entitlement to Liquidated Damages by Contractor under the terms of this agreement.

59. **OWNER IS ONLY THIRD PARTY BENEFICIARY OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN:** Contractor and Subcontractor herein agree that OWNER IS THE INTENDED THIRD PARTY BENEFICIARY of this Agreement and, except as otherwise expressly required by the terms of this agreement, no other person or entity is intended to be a Third Party Beneficiary of the Agreement.

Contractor:

Classic Pacific, Ltd.

20 Executive Park Suite 155
Irvine, CA 92614

DATED: 7/19/07

By: [Signature]

Title: Chief Operating Officer

Subcontractor:

HILLCREST CONTRACTING

DATED: 9/6/07

By: [Signature]
Principal's Name

Title: President

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[Signature]

California State License No.

California State License No.
License Verified on
Current and Active
Business Entity is a
License Expires
Type of License
Bond No.
Bond Amount:

INDEX OF SUBCONTRACT SCHEDULES

- A. SUPPLEMENT TO SUBCONTRACT
- B. SCOPE OF WORK SCHEDULE
- C. CONTRACT DISBURSEMENTS/OPTIONS AND ALTERNATIVES
- D. PLANS AND RELATED DOCUMENTS
- E. RIGHT TO REPAIR REQUIREMENTS

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SCHEDULE "A"
SUPPLEMENT TO SUBCONTRACT AGREEMENT

SUBCONTRACTOR: HILLCREST CONTRACTING
CONTRACT: N/A
PROJECT/TRACT NO.: Tract 31118

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

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

1. **CONTRACT TERM:** All terms, conditions and prices shall remain firm throughout the completion of the project.
2. **DESIGNATED REPRESENTATIVE:** Contractor designates John Patterson or Doug Steiner as the only individuals 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.
3. **WORKING HOURS:** No work or equipment maintenance shall be performed within one-half mile of any residence between the hours of 8:00 p.m. and 7:00 a.m.
4. **SAFETY:** Subcontractor shall obtain required permits as specified by the appropriate governmental agencies prior to commencing work in trenches or excavations, which are five (5) feet or greater in depth, into which a person is required to descend. Subcontractor shall provide and have readily available at the construction site a "jobsite" copy of each required safety permit(s) for review by the Project Superintendent. Project Superintendent shall review these safety permits before any workmen will be allowed to enter trenches or excavations.

Subcontractor acknowledges that fires of every sort are prohibited and violators will be subject to any and all fines imposed by the governing agencies.

Subcontractor shall notify his subordinates that all children and pets are banned from all construction sites. Failure to comply will be grounds for the revocation of this Subcontract.

Subcontractor shall notify his subordinates that the playing of amplified broadcast music or recordings will not be permitted on the job site at any sound level. Failure to comply shall result in the individual's removal from construction site and/or revocation of this Subcontract, at the sole discretion of the Contractor.

5. **DRUGS AND/OR ALCOHOLIC BEVERAGES:** No drugs or alcoholic beverages of any kind are to be in the possession of or consumed by Subcontractor's employees while on the job site. Subcontractor agrees to impose and strictly enforce a regulation to this effect. It is Subcontractor's responsibility to inform all of his employees that said regulation shall be strictly enforced. Any employee found to have violated said regulation is to be immediately removed from the job site and replaced. Any breach of this provision will be grounds for immediate termination of the Subcontract by Subcontractor.

6. **LIMITS OF INSURANCE:** Paragraph 22 of the Subcontract Agreement is hereby modified to require minimum policy limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for the general liability and property damage coverages which shall include the broad form and completed operations coverage.

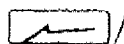
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SCHEDULE "B"
SCOPE OF WORK

SUBCONTRACTOR: HILLCREST CONTRACTING
CONTRACT: N/A
PROJECT/TRACT NO.: Tract 31118

This Supplement to Subcontract Agreement is incorporated by this reference in the Subcontract between Contractor and Subcontractor. "Subcontract" as used throughout these documents includes the Subcontract Agreement and all attached Schedules and exhibits.

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

1. Subcontractor shall provide all labor, supervision, services, materials, installation, cartage, hoisting, supplies, insurance, sales tax, equipment, scaffolding tools and other facilities of every kind and description required for the prompt and efficient completion of the (Street Paving) work. Said work to be completed per the requirements of the City of Murrieta, County of Riverside, or any other governmental agencies having jurisdiction over this work. Final approval and acceptance by Classic Pacific, Ltd., shall be in accordance with all plans, specifications and reports, as outlined in the attached Schedule D, for the Sweetwater Ranch project located in the City of Murrieta, County of Riverside.
2. The Subcontractor, as required by the City of Murrieta, County of Riverside, Federal Occupational Safety and Health Standards Board, and any other related agencies, shall provide adequate protection necessary for the safety, health and well being of his personnel and other for the period of this agreement.
3. Work shall include all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Agreement, complete, as shown on the drawings, specifications and/or specified herein. Work includes, but is not limited to the following:
(Street Paving)

GENERAL CONDITIONS

4. Subcontractor has reviewed the plans, investigated the site, and is satisfied as to the conditions to be encountered during his operations. Subcontractor shall not, in any respect, rely on representations made to him by any person on behalf of the Contractor, but shall rely solely upon his own investigations.
5. During the progress of Subcontractor's work, Subcontractor shall keep the premises free from any and all debris and waste materials resulting from said work. Upon completion Subcontractor shall remove all surplus material and debris from the jobsite. Further, Subcontractor shall be responsible for all street cleaning and debris removal resulting from his work.
6. Any materials delivered to the jobsite shall be stored so as to cause the least obstruction to the premises and shall be distributed so as to prevent overloading to any one portion of the structure.
7. Protection of materials and equipment, furnished under this Agreement, either in transit, stored or installed, shall be the responsibility of Subcontractor until final acceptance of the project as a whole.

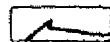
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Schedule B -- Scope of Work

8. Subcontractor shall, at all times, protect and care for any and all improvements covered under this Agreement for the full term of the Agreement. All expenses to protect, restore or replace any damaged property of improvement, whether due to errors or omissions on the part of the Subcontractor, or due to the elements, shall be subject to the approval of the Contractor and all governing agencies.
9. Contractor may at his sole discretion, add (per options/alternates) or delete portions of the scope of work to this Agreement.
10. [Reserved]
11. All materials and equipment shall be new and of the best of their respective grades, free from all defects and of the make, brand or quality herein specified or as accepted by the Contractor.

EXCEPTIONS: The only exception to this contract is as noted.

PROJECT SCHEDULE: Subcontractor agrees to meet specific deadlines stated herein, see Paragraph 4 of this Schedule "B."

12. Subcontractor's standard working hours are Monday through Friday, eight (8) hours per day within the hours allowed by the governing jurisdiction.
13. Furthermore, should the time frame change due to circumstances beyond the control of the Contractor, and at no fault of this Subcontractor, Subcontractor shall be notified of the change in the time frame so that he may adjust his schedule accordingly.
14. Should work fall behind the agreed upon time schedule as a result of Subcontractor's performance, then Subcontractor shall be required to work Saturdays in until such time that all work is brought current.

SEE ATTACHED "TRADE SPECIFIC SCOPE OF WORK", WHICH IS HEREBY INCORPORATED INTO THIS CONTRACT BY REFERENCE.


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SCHEDULE "C"
CONTRACT DISBURSEMENT OPTIONS AND ALTERNATES

SUBCONTRACTOR: HILLCREST CONTRACTING
CONTRACT: N/A
PROJECT/TRACT NO.: Tract 31118

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

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

PAYMENT DATE: Payments by Contractor to Subcontractor will be made pursuant to the following: All Subcontractor invoices and supporting documentation, including all necessary lien releases, must be received by the Contractor by the 15th of the month. Invoices received in a timely manner will be paid by the 1st of the second month following the invoice receipt. For example, if an invoice is received by the Contractor by January 15 then the Subcontractor would be paid by March 1. ("Progress Billings").

As to work performed on a time and material basis, the Subcontractor's billing shall be based on actual hours as verified by daily work tickets approved by Contractor's Project Superintendent. Each work ticket shall be received and approved within twenty-four (24) hours.

Any extra work requested by Contractor shall be performed at the rental rates set forth by the Subcontract Agreement Supplemental Schedule. All rental rates are for equipment "Operated and Maintained" and include Subcontractor's overhead and profit. All rental rates include all applicable payroll taxes, Federal and State Unemployment Insurance, F.I.C.A., Workers' Compensation, and Union Benefits. Any work performed over and above the "Not to Exceed" amount stated on the Authorization for Extra Work shall be considered done at no charge to the Contractor.

For equipment rented and materials furnished from other sources for Authorized Extra Work, compensation shall be invoice cost plus 10% for overhead and profit. Such costs shall be substantiated by invoice from supplier.

If the Subcontractor elects to work overtime for any reason not requested by the Contractor, no premium compensation shall be paid. If the Subcontractor is requested by the Contractor to operate on a premium time basis, Subcontractor shall be compensated for the premium costs only, as applies to the overtime hours, which are additional to the concurrent operating hours of the Subcontractor, so long as they have been approved in advance in writing by Contractor. In the event the Contractor decides to have the Subcontractor work on a premium time basis for an extended time period, the above rates shall be negotiated by the Contractor and Subcontractor.

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 30 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 Subcontractor.~~ Any payment to Subcontractor, 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.

LABOR AND MATERIAL RELEASES: Before Contractor is required to make any payments under this Agreement, Subcontractor shall furnish to Contractor (upon Contractor's release forms) releases and proof showing

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that all labor, materials, equipment, union benefits, payroll taxes, and similar items for work or materials furnished under this Agreement have been paid in full.

DIRECT PAYMENTS TO SUBCONTRACTOR'S SUPPLIERS: In the event that Contractor is made aware of a claim or demand by any of Subcontractor's laborers, materialmen, subcontractors or equipment suppliers concerning any alleged failure of Subcontractor's obligations to such parties, then Contractor shall have the right, to be exercised in its sole discretion, to make payments directly to such parties to satisfy any such claims or demands, and to offset the same against payments due to Subcontractor.

PAYMENTS TO SUBCONTRACTOR CONDITIONED UPON PAYMENTS FROM OWNER: Contractor will pay Subcontractor 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 Subcontractor under this Subcontract 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 Subcontractor.

OFFSETTING ACCOUNTS: If Subcontractor is or becomes indebted to Contractor on any other job or for any other reason, including, without limitation, Subcontractor's indebtedness to Contractor for defective material or workmanship, damage to related work or to the project, damages for delay, failure to indemnify, or failure to pay in full any supplier of material, equipment or labor, or any other failure to completely perform under another Subcontract Agreement, then Contractor may offset such indebtedness against any amounts due and owing to Subcontractor under this Subcontract.

CONTRACT DISBURSEMENT/OPTIONS AND ALTERNATES: The total contract amount is \$990,238.00 for the full and complete obligations under this Agreement, subject to all authorized additions, deletions, or adjustments.

TERMS OF PAYMENT (Draw Schedule)

SEE ATTACHED "TRADE SPECIFIC PAYMENT SCHEDULE", WHICH IS HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

ALTERNATES AND OPTIONAL EXTRAS TO CONTRACT: It is agreed that all alternates may be exercised at Contractor's option only, and the cost of these alternates shall be added to increase the contract amount exercised. Quantities shall be field measured. Each alternate includes a separate move-in and the agreed upon alternate price shall be good for the term of the project unless otherwise agreed to in writing.

All Option prices reflect before/with production costs. Late selections will be custom quote.

SEE ATTACHED "TRADE SPECIFIC PAYMENT SCHEDULE", WHICH IS HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

TERMS: 100% Upon Completion

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SCHEDULE "D"
PLANS AND RELATED DOCUMENTS

SUBCONTRACTOR: HILLCREST CONTRACTING
CONTRACT: N/A
PROJECT/TRACT NO.: Tract 31118

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

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

The Following Plans And Related Documents Are An Integral Part Of This Contract:

PLANS AND DOCUMENTS
PREPARED BY

Street Improvement Plans Approved 5/15/06
Delta 1 8/29/06
Delta 2 7/18/07

SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED COPIES OF THE ABOVE PLANS, SPECIFICATIONS AND REPORTS THAT RELATE TO THE PERFORMANCE OF SAID WORK. SUBCONTRACTOR FURTHER ACKNOWLEDGES THAT ADDITIONAL COPIES SHALL BE MADE AVAILABLE TO SUBCONTRACTOR UPON WRITTEN REQUEST AND THAT ALL OF THE ABOVE DOCUMENTS ARE ON FILE AND AVAILABLE DURING REGULAR BUSINESS HOURS FOR INSPECTION AND REFERENCE AT CONTRACTOR'S OFFICE.

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SCHEDULE "E"
"RIGHT TO REPAIR" REQUIREMENTS

SUBCONTRACTOR: HILLCREST CONTRACTING
CONTRACT: N/A
PROJECT/TRACT NO.: Tract 31118

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

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

This Schedule "E" to the Subcontract between Contractor and Subcontractor is intended to address changes in warranties and construction defect law pursuant to *California Civil Code* Sections 895 et seq., as the same may be amended ("Right to Repair Act").

1. Defined Terms. Capitalized terms used but not identified in this Addendum shall have the same definition as provided in the Subcontract.
2. Applicability of the Right to Repair Act. The Right to Repair Act applies to new residential units originally sold on or after January 1, 2003. Subcontractor and Contractor acknowledge and agree that the Right to Repair Act, including the construction standards and non-adversarial procedures described therein apply to this Subcontract and the Job.
3. Subcontract in Effect. Except as expressly modified by this Schedule, all other terms and conditions of the Subcontract are of full force and effect.
4. Warranty. All other warranty provisions in the Subcontract shall remain in full effect, and are supplemented as follows:
 - a. The parties acknowledge that the State of California has enacted *California Civil Code* Sections 895 et seq., as the same may be amended ("Right to Repair Act"). In addition to all other expressed or implied warranties, Subcontractor warrants that (i) all Work shall conform to the Subcontract, the standards set forth in the Right to Repair Act to the extent they apply to the Work, and all samples or other descriptions furnished or adopted by Contractor, (ii) all materials and equipment furnished shall be new (unless otherwise expressly required or permitted by the Subcontract), of the best quality and free from defect or faults, and (iii) all workmanship and services furnished will be of the best quality, free from faults and defects and in conformance with the requirements of all applicable governing authorities, laws, regulations and ordinances. All Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be referred to herein as "Defective Work". Subcontractor shall repair and make good all Defective Work or any other work not complying with the standards set forth in this Section. At the Contractor's request, the Subcontractor shall furnish satisfactory evidence of the quality and type of material and equipment furnished. The Subcontractor agrees to assign to the Contractor (and agrees that the Contractor may assign to any buyer or subsequent owner of the property) at the time of the final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties. Neither the final nor any progress payments shall relieve Subcontractor of responsibility for defective or faulty materials, workmanship, or Defective Work.

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b. Subcontractor's work shall comply with and meet or exceed the "Functionality Standards" contained in *California Civil Code* sections 896 and 897 as enumerated in "Exhibit One" to this Schedule "E," as those standards apply or relate to, in any manner, Subcontractor's work at the Project.

c. During the performance of the Work, or at any time within the applicable statute of limitations, without limiting any of Subcontractor's warranties and/or obligations otherwise imposed under and by this Subcontract or by law, Subcontractor agrees to immediately, and without delay, at its sole cost and expense, repair or replace to the satisfaction of Contractor any and all Defective Work including, without limitation, all equipment and materials determined by Contractor to be faulty, defective or improperly installed including any portion of the Work damaged by the Defective Work. Subcontractor shall assure that any and all equipment, material and manufacturers' warranties shall run to the benefit of and be assigned to Contractor and Owner and may be assigned to any buyer and subsequent homeowner. If Subcontractor fails to immediately commence to correct the Defective Work, or fails to diligently and continuously complete the correction of the Defective Work, Contractor shall have the right (but not the obligation) to perform such Work. In the event Contractor performs such Work, Subcontractor shall, upon demand, immediately reimburse Contractor the full cost of such Work, plus a sum of 15% in excess of the actual cost of the Corrective Work for Contractor's overhead and administrative costs. If Subcontractor fails to immediately reimburse Contractor for such cost, Contractor may backcharge Subcontractor, may withhold from monies otherwise owing to Subcontractor, or may collect by any other lawful means such cost.

d. Subcontractor will provide to Contractor prior to completion of the Work all documents prepared by or on behalf of Subcontractor that are described in Section 912 of the Right to Repair Act, including, without limitation, all manufactured products maintenance, preventative maintenance, and limited warranty information.

e. For a period of the greater of (i) one (1) year after the Close of Escrow (as defined in the Right to Repair Act) ("Warranty Period"), or (ii) the applicable statute of limitations period, Subcontractor shall correct any Defective Work ("Corrective Work") promptly upon delivery of notice ("Notice of Defect") from the Contractor to do so and in all events shall commence such Corrective Work no later than forty-eight (48) hours after delivery of the Notice of Defect from Contractor (except in an emergency, in which case Subcontractor shall respond to Contractor and the owner of such Unit within a four (4) hour period). After receipt of the Notice of Defect and commencement of the Corrective Work, Subcontractor shall diligently and continuously complete the Corrective Work to the satisfaction of Contractor. If Subcontractor fails to commence the Corrective Work within the required 48-hour period (or, in the case of an emergency, within the required 4-hour period), or fails to diligently and continuously work to complete the Corrective Work, Contractor shall have the right (but not the obligation) to perform the Corrective Work. In the event Contractor performs the Corrective Work, Subcontractor shall, upon demand, immediately reimburse Contractor the full cost of such Corrective Work, plus a sum of 15% in excess of the actual cost of the Corrective Work for Contractor's overhead and administration costs. If Subcontractor fails to immediately reimburse Contractor for such cost, Contractor may collect by any lawful means such cost. Subcontractor shall, to the extent called upon by Contractor, participate in, at Subcontractor expense, any dispute resolution procedure established under any warranty program offered by Owner to any buyer of a Unit in the Project or to any homeowners association for the Project, as such dispute resolution procedure relates to the Work.

f. After the expiration of the Warranty Period set forth above, Contractor, in its sole and absolute discretion, shall have the right to request that Subcontractor repair and replace any work and materials furnished by Subcontractor pursuant to this Subcontract, and Subcontractor shall use commercially reasonable efforts to perform such work. If Subcontractor performs any such repair work after the expiration of the Warranty Period, and provided such repair work is not covered by any special warranty

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under the Subcontract or by California law (including the Right to Repair Act), Contractor shall compensate Subcontractor for such work at market rates.

g. Subcontractor agrees to perform the Work in conformance with the standards set forth in the Right to Repair Act. Subcontractor further agrees to cooperate with Contractor in connection with any matters relating to the Right to Repair Act, including, without limitation, at Contractor's request, (i) providing copies of all applicable documents described in Section 912 of the Right to Repair Act, and (ii) participating in non-adversarial procedures set forth in the Right to Repair Act ("Non-adversarial Procedures"). If Subcontractor fails or refuses to participate in any Non-adversarial Procedures, Contractor will have the right to correct any Defective Work, and Subcontractor shall, upon demand, immediately reimburse Contractor the full cost of such Corrective Work, plus a sum of 15% in excess of the actual cost of the Corrective Work for Contractor's overhead and administration costs. If the owner of any Unit within the Project or the homeowners association for the Project elects to have any Defective Work repaired by a contractor other than Subcontractor pursuant to the Right to Repair Act, then Subcontractor shall, upon demand, immediately reimburse Contractor the full cost of such Corrective Work, plus a sum of 15% in excess of the actual cost of the Corrective Work for Contractor's overhead and administration costs.

h. The Subcontractor shall be responsible for enforcing any and all warranties given by its sub-subcontractors, suppliers or manufacturers. This obligation shall survive the expiration or any termination of the Subcontract.

i. All warranties and guarantees pursuant to this Schedule are in addition to any special warranty contained in the Subcontract or available under applicable California law. Further, all such guarantees and warranties shall inure to the benefit of Owner, its successors and assigns, the Contractor, the third-party purchasers of the Units and the homeowners association for the Project, if any. The obligations under this Schedule shall survive both final payment for the Work and termination of the Contract. Any failure to correct defects pursuant to this Schedule "E" shall constitute a breach of this Contract. Subcontractor shall insert the terms of this Schedule E in all subcontracts and/or Subcontracts executed in connection with the services to be performed under the Subcontract and shall pass such provision to its subcontractors. Nothing in this Schedule "E" shall limit the liability or responsibility which Subcontractor may have as provided in law or in equity.

5. Concurrent Disputes

5.1 Definitions:

The term "Homeowner/Association Dispute" shall mean any dispute between any homeowner, occupant and/or Homeowner's Association who subsequently purchases, occupies or maintains and controls the Project after it is sold by Owner. The term "Related Cause(s) of Action" shall mean a cause of action which arises out of the same transaction, occurrence, or series of transactions or occurrences as the Homeowner/Association Dispute.

5.2 Disputes Subject to Alternative Dispute Resolution Provisions:

In the event that a Homeowner/Association Dispute is initiated during the pendency of a judicial or other proceeding between Contractor and Subcontractor arising out of or related to the Subcontract and that judicial or other proceeding includes one or more Related Causes of Action, Contractor and Subcontractor shall jointly request a stay of that proceeding until the Homeowner/Association Dispute has been finally resolved or, at the option of the Contractor, Contractor and Subcontractor shall jointly request that the Related Causes of Action be removed from the judicial or other proceeding, be consolidated with the Homeowner/Association Dispute and resolve pursuant to the terms of this Subcontract. If the claims in this judicial or other proceeding include both Related Causes of Action and other causes of action that are

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not Related Causes of Action then, in the discretion of the judge, or other individual(s) presiding over the proceeding, the claims that are not Related Causes of Action may be bifurcated from the Related Causes of Action and proceed to final resolution in the judicial or other proceeding.

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EXHIBIT ONE TO SCHEDULE "E"

Functionality Standards

Subcontractor's work shall comply with and meet or exceed the "Functionality Standards" contained in *California Civil Code* sections 896 and 897 as enumerated in this "Exhibit One" to Schedule "E," as those standards apply or relate to, in any manner, Subcontractor's work at the Project:

WATER ISSUES:

1. A door shall not allow unintended water to pass beyond, around, or through the door or its designed or actual moisture barriers, if any.
2. Windows, patio doors, deck doors, and their systems shall not allow water to pass beyond, around, or through the window, patio door, or deck door or its designed or actual moisture barriers, including, without limitation, internal barriers within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.
3. Windows, patio doors, deck doors, and their systems shall not allow excessive condensation to enter the structure or to pass beyond, around, or through the designed or actual moisture barriers, including, without limitation, internal barriers located within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any.
4. Roofs, roofing systems, chimney caps, and ventilation components shall not allow water to enter the structure or to pass beyond, around, or through the designed or actual moisture barriers, including, without limitation, internal barriers located within the systems themselves. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, and sheathing, if any.
5. Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow water to pass into the adjacent structure. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.
6. Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow unintended water to pass within the systems themselves and cause damage to the systems. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashing, and sheathing, if any.
7. Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to cause damage to another building component.
8. Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to limit the installation of the type of flooring materials typically used for the particular application.
9. Hardscape, including paths and patios, irrigation systems, landscaping systems, and drainage systems, that are installed as part of the original construction, shall not be installed in such a way as to cause water or soil erosion to enter into or come in contact with the structure so as to cause damage to another building component.
10. Stucco, exterior siding, exterior walls, including, without limitation, exterior framing, and other exterior wall finishes and fixtures and the systems of those components and fixtures, including but not limited to, pot shelves, horizontal surfaces, columns, and plant-ers, shall be installed in such a way as not to allow unintended water to pass into the structure or to pass beyond, around, or through the designed or actual

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moisture barriers of the system, including any internal barriers located within the system itself. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.

11. Stucco, exterior siding, and exterior walls shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, "systems" include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any.
12. Retaining and site walls and their associated drainage systems shall not allow unintended water to pass beyond, around, or through its designed or actual moisture barriers including, without limitation, any internal barriers, so as to cause damage. This standard does not apply to those portions of any wall or drainage system that are designed to have water flow beyond, around, or through them.
13. Retaining walls and site walls, and their associated drainage systems, shall only allow water to flow beyond, around, or through the areas designated by design.
14. The lines and components of the plumbing system, sewer system, and utility systems shall not leak.
15. Plumbing lines, sewer lines, and utility lines shall not corrode so as to impede the useful life of the systems.
16. Sewer systems shall be installed in such a way as to allow the designated amount of sewage to flow through the system.
17. Shower and bath enclosures shall not leak water into the interior of walls, flooring systems, or the interior of other components.
18. Ceramic tile and tile counterparts shall not allow water into the interior of walls, flooring systems, or other components so as to cause damage.

STRUCTURAL ISSUES:

19. Foundations, load bearing components, and slabs, shall not contain significant cracks or significant vertical displacement.
20. Foundations, load bearing components, and slabs shall not cause the structure, in whole or in part, to be structurally unsafe.
21. Foundations, load bearing components, and slabs, and underlying soils shall be constructed so as to materially comply with the design criteria set by applicable government building codes, regulations, and ordinances for chemical deterioration or corrosion resistance in effect at the time of original construction.
22. A structure shall be constructed so as to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction.

SOIL ISSUES:

23. Soils and engineered retaining walls shall not cause, in whole or in part, damage to the structure built upon the soil or engineered retaining wall.
24. Soils and engineered retaining walls shall not cause, in whole or in part, the structure to be structurally unsafe.

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25. Soils shall not cause, in whole or in part, the land upon which no structure is built to become unusable for the purpose represented at the time of original sale by the builder or for the purpose for which that land is commonly used.

FIRE PROTECTION ISSUES:

26. A structure shall be constructed so as to materially comply with the design criteria of the applicable government building codes, regulations, and ordinances for fire protection of the occupants in effect at the time of the original construction.
27. Fireplaces, chimneys, chimney structures, and chimney termination caps shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire outside the fireplace enclosure or chimney.
28. Electrical and mechanical systems shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire.

PLUMBING AND SEWER ISSUES:

29. Plumbing and sewer systems shall be installed to operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action may be brought for a violation of this subdivision more than four years after close of escrow.

ELECTRICAL SYSTEM ISSUES:

30. Electrical systems shall operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action shall be brought pursuant to this subdivision more than four years from close of escrow.

OTHER AREAS OF CONSTRUCTION:

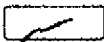
31. Exterior pathways, driveways, hardscape, sidewalks, and patios installed by the original builder shall not contain cracks that display significant vertical displacement or that are excessive. However, no action shall be brought upon a violation of this paragraph more than four years from close of escrow.
32. Stucco, exterior siding, and other exterior wall finishes and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ers, shall not contain significant cracks or separations.
33. (A) To the extent not otherwise covered by these standards, manufactured products, including, but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances shall be installed so as not to interfere with the products' useful life, if any.
- (B) For purposes of this paragraph, "useful life" means a representation of how long a product is warranted or represented, through its limited warranty or any written representations, to last by its manufacturer, including recommended or required maintenance. If there is no representation by a manufacturer, a builder shall install manufactured products so as not to interfere with the product's utility.
- (C) For purposes of this paragraph, "manufactured product" means a product that is completely manufactured offsite.

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(D) If no useful life representation is made, or if the representation is less than one year, the period shall be no less than one year. If a manufactured product is damaged as a result of a violation of these standards, damage to the product is a recoverable element of damages. This subparagraph does not limit recovery if there has been damage to another building component caused by a manufactured product during the manufactured product's useful life.

(E) This title does not apply in any action seeking recovery solely for a defect in a manufactured product located within or adjacent to a structure.

34. Heating, if any, shall be installed so as to be capable of maintaining a room temperature of 70 degrees Fahrenheit at a point three feet above the floor in any living space.
35. Living space air-conditioning, if any, shall be provided in a manner consistent with the size and efficiency design criteria specified in Title 24 of the California Code of Regulations or its successor.
36. Attached structures shall be constructed to comply with inter-unit noise transmission standards set by the applicable government building codes, ordinances, or regulations in effect at the time of the original construction. If there is no applicable code, ordinance, or regulation, this paragraph does not apply. However, no action shall be brought pursuant to this paragraph more than one year from the original occupancy of the adjacent unit.
37. Irrigation systems and drainage shall operate properly so as not to damage landscaping or other external improvements. However, no action shall be brought pursuant to this paragraph more than one year from close of escrow.
38. Untreated wood posts shall not be installed in contact with soil as to cause unreasonable decay to the wood based upon the finish grade at the time of original construction. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.
39. Untreated steel fences and adjacent components shall be installed so as to prevent unreasonable corrosion. However, no action shall be brought pursuant to this paragraph more than four years from close of escrow.
40. Paint and stains shall be applied in such a manner so as not to cause deterioration of the building surfaces for the length of time specified by the paint or stain manufacturers' representations, if any. However, no action shall be brought pursuant to this paragraph more than five years from close of escrow.
41. Roofing materials shall be installed so as to avoid materials falling from the roof.
42. The landscaping systems shall be installed in such a manner so as to survive for not less than one year. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.
43. Ceramic tile and tile backing shall be installed in such a manner that the tile does not detach.
44. Dryer ducts shall be installed and terminated pursuant to manufacturer installation requirements. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow.
45. Structures shall be constructed in such a manner so as not to impair the occupants' safety because they contain public health hazards as determined by a duly authorized public health official, health agency, or governmental entity having jurisdiction. This paragraph does not limit recovery for any damages caused by a violation of any other paragraph of this section on the grounds that the damages do not constitute a health hazard.

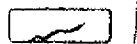
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COMPREHENSIVE INTENT; OTHER MATTERS CAUSING DAMAGE:

The standards set forth in this Exhibit One are intended to address every function or component of a structure. To the extent that a function or component of a structure is not addressed by this Exhibit One, it shall be actionable if it causes damage.

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Exhibit "B"
Trade Specific Scope of Work

GENERAL

1. Subcontractor shall furnish and provide all labor, supervision, services, materials, installation, cartage, hoisting, supplies, insurance, sales tax, equipment, scaffolding tools and other facilities of every kind and description required for the prompt and efficient completion of "Street Improvements - Asphalt Paving @ Leon Rd. and Jean Nicholas Road Offsites" to the complete satisfaction of Classic Pacific, County of Riverside, the civil engineer, soils engineer, and all other governing bodies as outlined herein for Sweetwater Ranch consisting of 133 single family homes of Tract 31118, in the County of Riverside, California.
2. Subcontractor shall, as required by the County of Riverside, Federal Occupational Safety and Health Standards Board, and any other related agencies, provide adequate protection necessary for the safety, health and well being of his personnel and others during the term of this Agreement.
3. Subcontractor shall commence work on or before 9/04/07 and proceed without delay or interruption until the scope of contracted work has been completed. Should the above date change due to circumstances beyond control of Contractor, Subcontractor shall be notified so that his schedule may be adjusted accordingly.
4. Subcontractor has reviewed the plans and investigated the site and is satisfied as to the conditions to be encountered during his operations. Subcontractor shall not in any respect rely upon any representations to him by any person on behalf of the Contractor, but shall rely solely upon his own investigations.
5. **CLEAN-UP AND STORAGE:** Subcontractor shall maintain, to the satisfaction of Contractor, all work sites in a clean, neat and safe condition and shall comply promptly with any instructions from Contractor with respect thereto. It is the responsibility of the Subcontractor to comply with all Federal, State, Regional, and Local Jurisdictional requirements for the handling of hazardous materials (as defined by such) Subcontractor brings to Contractors site. As the Job is completed, Subcontractor shall remove from the site thereof any and all waste materials, to the satisfaction of the Contractor, including all of Subcontractor's rubbish, debris, materials, tools and equipment and, if Subcontractor fails to do so promptly, Contractor may remove the same in accordance with Federal, State, Regional and Local Jurisdictional requirements, to any place of storage or any dumping ground at Subcontractor's risk and expense and without incurring any responsibility to Subcontractor for loss, damage or theft. All storage and removal costs thus incurred by Contractor shall be deductible from any payment or balance due Subcontractor hereunder. Subcontractor is further responsible for the storage and protection of materials in accordance with Federal, State, Regional, and Local Jurisdictional requirements. Any onsite cleanup by Subcontractor must be conducted in areas specified by Contractor. Any expenses incurred by Contractor due to Subcontractor's failure to clean up in Contractor designated areas will be deducted from any payment or balance due Subcontractor.
6. Any materials delivered to the jobsite shall be stored in the location specified on the SWPPP.
7. Subcontractor, in entering into this Agreement, binds himself to replace or repair at his own expense any defect in workmanship or material which may appear within a period of one (1) year from the date of final certificate of occupancy on the building and pay for all resulting damage which shall appear within said period. Subcontractor shall also correct any deficiencies or omissions in respect to the plans or specifications, which may appear in the aforementioned twelve-month period.

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8. Subcontractor shall provide all temporary storage and shop areas that are required at the site for the safe and proper storage of materials, tools and other items used in the performance of his work. These areas shall be constructed only in approved locations and shall not interfere with the work of any other subcontractor.
9. Subcontractor, in entering into this Agreement, binds himself to replace or repair at his own expense any defect in workmanship or material which may appear within a period of one (1) year from the date of final certificate of occupancy on the building and pay for all resulting damage which shall appear within said period. Subcontractor shall also correct any deficiencies or omissions in respect to the plans or specifications, which may appear in the aforementioned twelve month period.
10. Protection of materials and equipment, furnished under this Agreement, either in transit, stored or installed, shall be the responsibility of Subcontractor until final acceptance of the project as a whole.
11. Subcontractor shall, at all times, protect and care for any and all improvements covered under this Agreement for the full term of this Agreement. All expenses to protect, restore or replace any damage property or improvements, whether due to errors or omissions on the part of the Subcontractor, or due to the elements, shall be included in the contract price with no additional compensation owing. All protection, restoration and repairs shall be subject to the approval of the Contractor and all governing agencies.
12. Contractor may, at his sole discretion, add (per options/alternates) or delete portions of the scope of work to this Agreement.
13. Subcontractor shall secure licenses and permits required by jurisdictional authorities for the work, including payment of charges and fees.
14. Subcontractor shall assign one foreman or superintendent to direct job that is knowledgeable in all aspects of scope of work. Foreman shall cooperate fully with Contractor's Job Superintendent in performance of work.
15. Subcontractor agrees to work Monday through Friday, 8 hours per day from 7:00am until 4:00pm, and subcontractor agrees, if so required to meet schedule, to work Saturday for no additional charges to the Contract price.
16. Subcontractor is responsible for all City/County/State licenses governing his work.

SCOPE OF WORK:

This scope of work is for Tract 31118.

1. Work shall include all labor, materials, appliances, tools, equipment facilities, transportation and services necessary for and incidental to performing all operations in connection with, furnishing, delivery and installation of the Work of this Agreement, complete, as directed by the County Inspector. Subcontractor will be responsible for any and all traffic control, signage and barricades required by local governing bodies and Contractor in order to complete work. Work shall include, but not be limited to the following:

a. Grading

i. Subgrade improvements

1. Prepare subgrade, including saturation per soils report
2. Subgrade will be given to Asphalt subcontractor within the following tolerances

a. Streets	Existing AC
b. Curb & Gutter	+/- 5'
c. Cross Gutter	N/A
d. Spandrels	N/A
e. Drive Approaches	At existing grades
f. City Walks	N/A

b. Asphalt

- i. Installed per Plans and Specifications
- ii. Installed in 1 Lift

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- iii Sections to be as directed in the field by County Inspector
2. All work contemplated herein shall be in accordance with the applicable section of the Standard Specifications for Public Works Construction.
 3. All work shall conform to the State Construction Safety Orders.
 4. All work shall conform to the Riverside County Transportation Department Improvement Standards and specifications, latest edition county ordinance #461, and subsequent amendments.
 5. The Subcontractor shall notify the County Engineer at (951) 943-6504 at least 48 hours prior to starting any construction.
 6. Asphalt Paving per this Subcontract Agreement shall not commence until all underground work is complete in the area being paved. All Utility service connections shall be extended beyond the roadway right-of-way.
 7. All traffic control measures, as well as a submittal and approval of a plan to the City of Murrieta, and County of Riverside, shall be the responsibility of the Subcontractor, and said plan shall be in accordance with the State of California Department of Transportation Manual of Traffic Controls for construction and Maintenance Work Zones T/C. PER EXISTING PLAN.
 8. Work covered herein shall also include the responsibility of protecting prior completed work, and during installation, all materials from any damage whatsoever, by Subcontractor's personnel.
 9. Clean up: Subcontractor shall maintain the cleanliness of the Project, removing all debris created from his operation, and shall proceed through each of his operations in a professional and safe manner. Further, he shall provide a neat and clean working environment for other trades.
 10. Subcontractor's equipment is considered for his use exclusively. However, location of this equipment must be in compliance with Classic Pacific's Superintendent's directions.
 11. The following standards shall be adhered to during construction of the improvements contemplated herein:

- a) Asphalt Paving sections are to be as per the Riverside County Transportation Department's Material's Laboratory Memo's for Leon Road dated 9/28/06 and for Jean Nicholas Road dated 2/14/07.
- b) Asphalt Paving shall have proper drainage as directed by the County Inspector.
- c) All compaction will be per the County Inspector.
- d) All base material will be approved by County Testing Labs prior to placement of Asphalt.

15. Subcontractor shall assign one foreman or superintendent to direct work and is knowledgeable in all aspects of scope of work. Foreman shall cooperate fully with contractor's Superintendent in performance of work.
16. Exceptions: Survey, Testing, Inspecting

CONSTRUCTION WATER

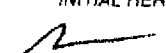
1. Classic Pacific will supply construction water.

STAKING

1. The Contractor will pay for one (1) set of stakes. The cost of re-staking will be paid by the Subcontractor.
2. Subcontractor must specify in writing to Classic Pacific exactly what and how they wish the job to be staked.
3. Contractor will provide the following stakes
 - Provide stakes at not less than twenty five (25) feet on center and all primary points of control, B.C.'s, E.C.'s, angle points, and grade breaks for all curbs shown on the approved improvement plans. Stakes will be sufficient to verify street grade.

P:\Contracts\Sweetwater Ranch\Contracts\Street Paving Improvement Offsite Leon Jean Nicholas - Hillcrest Construction Trade Specific Scope of Work.doc

INITIAL HERE



- Provide one set of cross gutter and curb return stakes at B.C.R.'s, E.C.R.'s and curb return P.I.'s.
4. Any additional staking will be at the subcontractor's expense.
 5. If incorrect staking request information is sent to Classic & Rick Engineering (Civil Engineer) subcontractor will be responsible for any extra staking charges.
 6. If subcontractor damages any staking, and requests a re-stake, the subcontractor will be responsible for the re-stake charges.

MATERIAL OVERAGES

1. All material overage quantities will be confirmed by Rick Engineering, a representative of the Subcontractor, and the Contractor prior to payment. For the purposes of this section material overages are defined, as those quantities not included in the quantities listed below.

PRE-IMPROVEMENT MEETING

1. The minutes of the pre-improvement meeting will become a part of this Contract.

MOVE-INS

Grading & Paving	2
Striping/Signage & Fog Seal	2
Additional Move-ins	N/A

CONSTRUCTION SCHEDULE

Subcontractor shall move enough equipment on site to comply with Classic Pacific's construction schedule.

PAYMENT & RETENTION

Progress payments will be made for work in place on a once per month basis. From each invoice, Subcontractor shall subtract **ten percent (10%)** to be held as **retention** until final completion and acceptance of all work covered herein. All invoices must be received by the First of the month to be paid by the 15th of the following month.

PLANS AND SPECIFICATIONS

Street Improvement Plans Approved 5/15/06, Delta 1 8/29/06, and Delta 2 7/18/07

PRICES GOOD THRU: 12/31/07

Prior to the beginning of work and signing of Contract, Subcontractor must have visited the site and signing of this agreement acknowledges he is aware of existing physical conditions on site.

P:\Contracts\Sweetwater Ranch\Contracts\Street Paving Improvement Offsite Leon Jean
Nicholas - Hillcrest Construction Trade Specific Scope of Work.doc

INITIAL HERE

Hillcrest Contracting
Sweepwater Ranch Tract 21144
Street Paving

Traffic Control

Traffic Control per plan	1 LS	14000	\$14,000
Grade Temp Travel Lane	45000 SF	Included	
2" AC temp per T/C plan balance 4 in. S	45000 SF		\$45,000
Remove 2" AC (no diff marking)	45000 SF	0.16	\$9,000
Fog Stripe	7400 SF	Included	
Centerline Stripe	4100 SF	Included	
35" Close Down Driveway	10 EA	Included	
W20-2 (C17)	1 EA	Included	
W20-1	2 EA	Included	
C17	3 EA	Included	
G20-2	2 EA	Included	
Flashing Arrow Sign	2 EA	Included	
W21-5	1 EA	Included	
W20-2	1 EA	Included	
CA30	1 EA	Included	

Saw Cut & Joint per Detail remove 1'	9420 SF	2.68	\$24,456
Polishes in Place	8345 SF	0.14	\$11,642
Set Head	Included		
Balance Street grade	Included		
36" AC / 1.32' Base upon Rd (Full Lift)	102500 SF	3.66	\$375,160
Lease 4" Class II Base under Bus Turnout	1620 SF	1.55	\$2,511
Lease Fog Seal	Included below		

39' AC / 1 22' Base Joan Nich (Full Lift) To ST29-23	78245	SF	3.8	\$281,682
Demo existing AC Joan Nicholas		Included		
Saw Cut & Jam per Detas remove 1"		Included		
Remove dirt from street		Included		
Balance street grade		Included		
8" AC Dike	232	LF	N/A	
10' x 8' Landing (3' AC on native)	120	SF	4.25	\$510
Install Temp Barricade	54	LF	N/A	

Install Street Name Signs	1 EA	450	\$450
Levon & Jean Nicholas Eng. See with Street Sweep prior	224245 SF	0.04	\$8,970
Striping per Plan	1 LS	26500	\$26,500
Install Type F Marker	Included		
Bollards (7'-4" Out of ground, no sleeve & P)	5 EA	540	\$2,700

Prepare subgrade for 8" curb and gutter	3185 LF	1.77	\$5,602
Prepare curb grade Leon	Included		
Prepare curb grade Jean Nicholas	Included		
Prepare subgrade for 6" curb and gutter	Included		
Prepare subgrade for sidewalk	By Others	NA	
Balance sidewalk/parkway grade Leon	Included		
Balance sidewalk/parkway grade Jean Nicholas	Included		
Prepare subgrade for drive approaches	210 SF	0.72	\$430

[illegible]

Sawcut, grad, and trim	1 LS	3660	\$3,560
19 AC on 1 22 Class II Base (of Lot 1)	45840 SI	3.6	\$166,024
			<u>\$169,584</u>

**Schedule "C"
Payment Schedule**

Hilcrest Contracting
Sweetwater Ranch Tract 31778
Street Paving

Alternate

Core plane and dispose Ex AC offset	83155 SF	0.7	\$58,209
1" AC base per TO plan including balance	SF	1.51	
Add 0.10' AC	SF	0.61	
Add 0.10' Class II Base	SF	0.17	
Deduct 0.10' AC	SF	0.38	
Deduct 0.10' Class II Base	SF	0.97	
K- Rail Rental per in/yr (includes Mob & Demos)	EA	4.35	
1 Andy per month if required	EA	125	
1 Message board per month if required	EA	1725	

Payment Procedures

Submit bill by the 1st of the month to be paid the 15th of the following month

Billing Request:

- All bills must match the Contract, Purchase Orders, or written Change Orders or your billing will be returned
- Must be accompanied by accurate Lien Releases

Lien Releases:

- Must be properly filled out
- Dollar amount on Lien Releases must match dollar amount being billed
- Must have Lien Releases from all vendors who have sent preliminary notice on the job. Any subcontractor of yours who is not being paid on a particular draw, but who has prewarned the job, must have a zero lien release for the draw being billed
- If your lien release are not correct your billing will be returned

Insurance:

- All insurance policies will be checked before processing each draw
- If your insurance is not in compliance with our requirements at the time we process your billing your billing will be returned
 - Insufficient Coverage
 - Coverage Expired
 - Do not have approved Certificates of Insurance on File

Retentions:

- Retention will be paid 30 days after receipt of building final or acceptance by Classic Pacific

CONTRACTOR:
Classic Pacific, Ltd.


BY: Doug Stoner, Chief Operating Officer
(Print Name)


(Signature)

9/19/02
Dated:

SUBCONTRACTOR:
Hilcrest Contracting

BY: 
(Print Name)


(Signature)

Dated:

Silver Oaks 183, LLC
 c/o Classic Pacific, Ltd. for Sweetwater Ranch
 20 Executive Park Ste 155
 Irvine, CA 92614
 Tel: (949)252-0644 Fax: (949)252-0645

Hillcrest Contracting, Inc.
 1467 Circle City Drive
 Corona, CA 92879-1668
 Tel: (951)273-9600 Fax: (951)273-9608

Ship To: Sweetwater Ranch Improvements/Allocated Costs
 Lot : 0000

(hilcon)

Purchase Order: 302001-R-000378

Fax No: (951)273-9608	Order By:	Print Date: 08/29/2007
Tel. No: (951)273-9600	Purch. Agent:	Order Date: 08/29/2007
Disc. Terms: N/A	Ship Via:	Date Req:
Terms Code: In 1st pd 15th following month	Taken By:	Req. No:

Line	Description	Quantity UoM	Unit Cost	Total Amount	Disc%	Draw%	Amount Due
Project: Sweetwater Ranch Improvements/Allocated Costs Lot: 0000 Model/Elev.: Swing: N/A Craft:							
0010	- JEAN NICHOLAS FROM STATION 29 + 23 TO 36 +37 Alloc: H,0001,302001,0000,4200,00	0.00	0.0000	0.00			0.00
0020	- SAWCUT, GRIND, AND JOIN 1 LS \$3,500.00 Alloc: H,0001,302001,0000,4200,00	1.00 LS	3,500.0000	3,500.00			3,500.00
0030	- 39' AC ON 1.22' CLASS II BASE (FULL LIFT) 45840 SF 3.6 \$165,024.00 Alloc: H,0001,302001,0000,4200,00	1.00 BID	165,024.0000	165,024.00			165,024.00

Sub-Total: 168,524.00
Taxes: 0.00
Total: 168,524.00

PLEASE ATTACH THIS PURCHASE ORDER TO YOUR CORRESPONDING INVOICE(S).

INVOICES THAT ARE SUBMITTED WITHOUT THE CORRESPONDING PURCHASE ORDER WILL BE RETURNED FOR PROPER SUBMITTAL.
 THANK YOU!

1811
 26

Silver Oaks 183, LLC
 c/o Classic Pacific, Ltd. for Sweetwater Ranch
 20 Executive Park Ste 155
 Irvine, CA 92614
 Tel: (949)252-0644 Fax: (949)252-0645

Hillcrest Contracting, Inc.
 1467 Circle City Drive
 Corona, CA 92879-1668
 Tel: (951)273-9600 Fax: (951)273-9608

Ship To: Sweetwater Ranch Improvements/Allocated Costs
 Lot: 0000

(hilcon)

Purchase Order: 302001-r-000385

Proj No: (951)273-9608	Order By:	Print Date: 09/28/2007
Tel. No: (951)273-9600	Purch. Agent:	Order Date: 09/28/2007
Disc. Terms: N/A	Ship Via:	Date Req:
Terms Code: in 1st pd 15th following month	Taken By:	Req. No:

Line	Description	Quantity UoM	Unit Cost	Total Amount	Disc%	Draw%	Amount Due
Project: Sweetwater Ranch Improvements/Allocated Costs Phase: Lot: 0000 Model/Elev.: Swing: N/A Credit:							
0010	- Quotef 1464 Grind and Pave to Open Jean Nicholas Schedule 1 Alloc: H,0001,302001,0000,4200,02	0.00	0.0000	0.00			0.00
0020	- Item 1 Grind and prep for temp paving Alloc: H,0001,302001,0000,4200,02	12,600.00 sf	0.7600	9,576.00			9,576.00
0030	- Item 2 Overlay 0.13' misc area to open Jean Nicholas Alloc: H,0001,302001,0000,4200,02	2,100.00 sf	1.3000	2,730.00			2,730.00
0040	- Item 3 0.39' AC/ Native temp pave Alloc: H,0001,302001,0000,4200,02	7,900.00 sf	2.9000	22,910.00			22,910.00
0050	- Item 4 0.25' AC/ Native temp pave Alloc: H,0001,302001,0000,4200,02	2,500.00 sf	1.8800	4,688.00			4,688.00
0060	- ADDITIONAL SF TO CONTRACT Alloc: H,0001,302001,0000,4200,02	0.00	0.0000	0.00			0.00
0070	- Item 1 0.39' AC/ 1.22' Base (ADD'L SF beyond contract) Alloc: H,0001,302001,0000,4200,02	5,400.00 sf	3.6000	19,440.00			19,440.00
0080	- Item 2 Fog seal w/ light sweep prior (beyond original contract) Alloc: H,0001,302001,0000,4200,02	5,400.00 sf	0.0400	216.00			216.00

Sub-Total: 59,760.00

Taxes: 0.00

Total: 59,760.00

PLEASE ATTACH THIS PURCHASE ORDER TO YOUR CORRESPONDING INVOICE(S).

INVOICES THAT ARE SUBMITTED WITHOUT THE CORRESPONDING PURCHASE ORDER WILL BE RETURNED FOR PROPER SUBMITTAL.
 THANK YOU!

-07 09:20 FROM-Hillcrest Contracting

T-865 P.002/002 F-004

Hillcrest ContractingGENERAL ENGINEERING CONTRACTORS
License No. 471004A

Riverside, San Bernardino, Orange, Los Angeles & San Diego Counties

1467 Circle City Drive,
P.O. Box 1898
Corona, CA 91718-1898
Telephone (951) 273-9800
Fax (951) 273-9808To: DOUG STEINER
CLASSIC PACIFIC
3197-B AIRPORT LOOP DRIVE
COSTA MESA, CA 92626
Phone (714) 825-8900 FAX: (714) 825-8901 Email:Date: 9/17/2007
From: Justin Parsons
Quote No. 1454

We propose to furnish you labor and material in strict accordance with the plans and specifications as follows:

**CLASSIC PACIFIC-GRIND& PAVE TO OPEN JEAN NICHOLAS
COUNTY OF RIVERSIDE**

Item No.	Description	Quantity	U/M	Unit Price	Total Price
Schedule 1					
1 1	GRIND AND PREP FOR TEMP PAVING	12,800	SF	0.760	9,576.00
1 2	OVERLAY 0.15' MISC AREA TO OPEN JEAN NICHOLAS	2,100	SF	1.300	2,730.00
1 3	0.39' AC/ NATIVE TEMP PAVE	7,900	SF	2.800	22,110.00
1 4	0.25' AC/ NATIVE TEMP PAVE	2,800	SF	1.880	4,888.00
Total for Schedule 1					\$40,164.00
ADD'L S.F. TO CONTRACT					
2 1	0.39' AC/ 1.22' BASE (ADD'L S.F. BEYOND CONTRACT)	5,400	SF	3.800	19,440.00
2 2	FOG SEAL W/ LIGHT SWEEP PRIOR (BEYON ORIG. CONTRAC	5,400	SF	0.040	216.00
Total for ADD'L S.F. TO CONTRACT					\$19,656.00
Total Proposal Price:					\$59,760.00
Notes: <i>POT# 30200T-000385</i> THIS PRICE EXCLUDES BASE. 0.39' AC INCLUDES PAVING OVER EXISTING BASE ALL OTHER AREAS ARE PAVING OVER NATIVE. ON QUOTE, PHASE # 2 IS FOR ADD'L S.F. REQUIRED PER INSPECTOR TO JOIN INTO JEAN NICHOLAS. 80' X 80'.					

Special Condition

Due to the volatility of current OIL PRICES we reserve the right to adjust contract unit prices as the oil prices affect our material suppliers. Hillcrest has no control over this economic condition and regret that we must pass this potential cost change to our customers.

Submitted by: _____

Date: _____

Accepted by: _____

Date: _____

Silver Oaks 183, LLC
c/o Classic Pacific, Ltd. for Sweetwater Ranch
20 Executive Park Ste 155
Irvine, CA 92614
Tel: (949)252-0644 Fax: (949)252-0645

Hillcrest Contracting, Inc.
1467 Circle City Drive
Corona, CA 92879-1668
Tel: (951)273-9600 Fax: (951)273-9608

Ship To: Sweetwater Ranch Improvements/Allocated Costs
Lot : 0000

(hilcon)

DUPLICATE

Purchase Order: 302001-r-000409

Fax No: (951)273-9608	Order By:	Print Date: 01/09/2008
Tel. No: (951)273-9600	Purch. Agent:	Order Date: 01/09/2008
Disc. Terms: N/A	Ship Via:	Date Req:
Terms Code: in 1st pd 15th following month	Taken By:	Req. No:

Line	Description	Quantity Uo/M	Unit Cost	Total Amount	Disc%	Draw%	Amount Due
<i>Project: Sweetwater Ranch Improvements/Allocated Costs Phase: Lot: 0000 Model/Elev.: Swing: N/A Crft:</i>							
0010	- AEVW 43881 Sign's & striping Changes in scope due to Riverside County Inspector's requirement. Alloc: H,0001,302001,0000,4200,02	1.00 bid	5,129.8200	5,129.82			5,129.82

Sub-Total: 5,129.82
Taxes: 0.00
Total: 5,129.82

PLEASE ATTACH THIS PURCHASE ORDER TO YOUR CORRESPONDING INVOICE(S).

INVOICES THAT ARE SUBMITTED WITHOUT THE CORRESPONDING PURCHASE ORDER WILL BE RETURNED FOR PROPER SUBMITTAL.
THANK YOU!

Subcontractor Copy

Page 1 of 1



INVOICE

1467 CIRCLE CRY DRIVE
P.O. BOX 1596
CORONA, CA 91713-1596

PHONE (951)273-9600
FAX (951)273-9608

Invoice No.: 21262

Job No: 1811

Invoice Date: 10/18/2007

Thru Date:

CLASSIC PACIFIC
1105 QUAIL STREET
NEWPORT BEACH CA 92660
Phone No. (714)885-8900
Fax No. (714)885-8901

CLA003

P.O. NO.:

Job Location: CLASSIC PACIFIC LEON RD & JEAN

Item	Description	Quantity	UM	Unit Price	Extended Price
1	AZWM43861	1.00	LS	5,129.820	5,129.82

Total Invoice

\$5,129.82

Remarks: P.O.# 302001-R-000409

Silver Oaks 183, LLC
 c/o Classic Pacific, Ltd. for Sweetwater Ranch
 20 Executive Park Ste 155
 Irvine, CA 92614
 Tel: (949)252-0644 Fax: (949)252-0645

Hillcrest Contracting, Inc. 1467 Circle City Drive Corona, CA 92879-1668 Tel: (951)273-9600 Fax: (951)273-9608	Ship To: Sweetwater Ranch Improvements/Allocated Costs Lot : 0000
(hilcon)	

DUPLICATE

Purchase Order: 302001-r-000409

Fax No: (951)273-9608	Order By:	Print Date: 01/09/2008
Tel No: (951)273-9600	Purch Agent:	Order Date: 01/06/2008
Disc. Terms: N/A	Ship Via:	Date Recd:
Terms Code: in full pd 15th following month	Taken By:	Req. No:

Line	Description	Quantity	Unit	Unit Cost	Total Amount	Disc%	Disc%	Amount Due
Project: Sweetwater Ranch Improvements/Allocated Costs Phase: Lot: 0000 Model/Elev.: Siding: N/A Craft:								
0010	- AERW 43881 Signs & striping Changes in scope due to Riverside County Inspector's requirement. Alloc: H.0881.302001.0000.4200.02	1.00	sq	5,129.8200	5,129.82			5,129.82

Sub-Total: 5,129.82
Taxes: 0.00
Total: 5,129.82

PLEASE ATTACH THIS PURCHASE ORDER TO YOUR CORRESPONDING INVOICE(S).

INVOICES THAT ARE SUBMITTED WITHOUT THE CORRESPONDING PURCHASE ORDER WILL BE RETURNED FOR PROPER SUBMITTAL.
 THANK YOU!

Subcontractor Copy

Page 1 of 1



INVOICE

1487 CIRCLE CITY DRIVE
P.O. BOX 1888
CORONA, CA 91716-1888

PHONE (951)273-8600
FAX (951)273-8608

Invoice No.: 21039

Job No: 1811

Invoice Date: 8/31/2007

Thru Date:

CLASSIC PACIFIC
151 KLAMUS DRIVE, SUITE M-2
COSTA MESA CA 92626
Phone No. (714)886-8900
Fax No. (714)886-8901

CLA003

P.O. NO.:

Job Location: CLASSIC PACIFIC LEON RD & JEAN

Item	Description	Quantity	UM	Unit Price	Extended Price
1	PAVE 1 1/2" EXISTING TRENCH PATCH	500.00	SF	5.050	2,525.00
2		0.00		0.000	0.00

Total Invoice

\$2,525.00

Remarks: QUOTE# 1444 - WORK DONE ON FRIDAY 8/31/07

Aug 28 07 12:25P

Hillcrest Contracting

Hillcrest Contracting

GENERAL ENGINEERING CONTRACTORS
License No. 47188A

Riverside, San Bernardino, Orange, Los Angeles & San Diego Counties

1487 Circle City Drive
P.O. Box 1898
Corona, CA 91718-1898
Telephone (951) 273-8800
Fax (951) 273-8808

To: DOUG STEINER
CLASSIC PACIFIC
3197-B AIRPORT LOOP DRIVE
COSTA MESA, CA 92626
Phone (714) 883-8908 FAX: (714) 883-8901 Email:

Date: 8/28/07
From: Justin Parsons
Quote No. 1444

We propose to furnish you labor and material in strict accordance with the plans and specifications as follows:

CLASSIC PACIFIC, LEON RD. VERIZON TRENCH PATCH
COUNTY OF RIVERSIDE

Item No.	Description	Quantity	U/M	Unit Price	Total Price
Schedule 1					
1 1	PAVE 1 1/2" EXISTING TRENCH PATCH	500	SF	5.050	2,525.00
Total for Schedule 1					\$2,525.00
Total Proposal Price:					\$2,525.00
Notes:					
THIS PRICE INCLUDES PAVING 1 1/2" AC CAP ONLY. EXCLUDES PULLING PLATES, GRINDING ETC.					

Special Condition

Due to the volatility of current OIL PRICES we reserve the right to adjust contract unit prices as the oil prices affect our material suppliers. Hillcrest has no control over this economic condition and regret that we must pass this potential cost change to our customers.

Submitted by: 

Date: _____

Accepted by: 

Date: 8/30/07

1811

04/13/2007 14:00 15016059663

FORM 100-1

JEFF PALE

CLASSIC PACIFIC HOMES
2107 Maple Lane, Suite 100
Costa Mesa, CA 92626
Phone: (714) 833-8801

REQUEST FOR PURCHASE ORDER

ATTN: SAMUEL EVERETT Fax #: (714) 833-8801 Date: _____
Project: SWEET WATER Phase: _____ Lot: _____
Location: _____

Description of work to be performed	Qty	Price	Amount
PAVE STREET ON			
JEAN NICHOLAS			
@ CORNER OF LEON			
WHERE PLATES ARE			
COVERING A VERIZON			
CROSSING			
VERIZON NOT ENOUGH COVER			
OVER M.W.D. MATT			

Total 2,525.00

VENDOR TO PAY: COMPANY NAME: Hillcrest Contracting

PLATES
WENT
NEEDED

BACK CHARGE: YES ☐ NO ☒ COMPANY NAME: _____

SUPERINTENDENT REQUESTING PO: By: [Signature]
Date: 8/30/07

VARIANCE REASONS		
0 Management field change	32 Subcontractor change	63 Walk item/punch out item
5 Management concession	45 Trailer supplies	64 Sales office construction
12 Takeoff error option	50 Site conditions	72 Sales office maintenance
20 Late change in prints	61 Contact for inspections	75 Tool rental
21 Plans incorrect	62 Job damaged	76 Sales office conversion
22 Improper site plan	63 Vandalism	77 Permits
27 Clean-up	64 Theft/vandal	80 Subcontractor
29 Estimating error	65 Concrete pumping	81 Customer Service
31 Subcontractor field error	66 Super field error	82 Warranty



INVOICE

1487 CIRCLE CITY DRIVE
P.O. BOX 1898
CORONA, CA 91718-1898

PHONE (951)273-9600
FAX (951)273-9608

Invoice No.: 21092

RET

Job No: 1811

Invoice Date: 10/2/2007

Thru Date:

CLASSIC PACIFIC
151 KLAMUS DRIVE, SUITE M-2
COSTA MESA CA 92626
Phone No. (714)885-8900
Fax No. (714)885-8901

CLA003

P.O. NO.:

Job Location: CLASSIC PACIFIC LEON RD & JEAN

Item	Description	Quantity	UM	Unit Price	Extended Price
1	RETENTION (PBI5372)	1.00	LS	22,806.800	22,806.80

Total Invoice

\$22,806.80

Remarks:

Invoices for Job

1811

From 1/1/1980 To 12/31/2030

Tuesday, May 13, 2008

2:16 PM

Inv. No.	Inv. Date	Customer Name	Name	Amount
Extra Billings:				
21039	8/31/2007	CLASSIC PACIFIC		\$2,525.00
21252	10/19/2007	CLASSIC PACIFIC		\$5,129.82
Total Extra Billings:				\$7,654.82

Retention Invoices:				
21092	10/2/2007	CLASSIC PACIFIC		\$22,806.80
Total Retention Billed:				\$22,806.80
Job Total:				\$30,461.62

CONTRACT BILLING

Hillcrest Contracting, Inc.
1467 CIRCLE CITY DRIVE
P.O. BOX 1898
CORONA, CA 91718-1898
PHONE (951) 273-9600
FAX (951) 273-9608

Customer: CLASSIC PACIFIC
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
Phone: (714)885-8900
Fax: (714)885-8901

Invoice No: PB 15372
Job Number: 1811
Billing Date: October 02, 2007
Progress Payment No: 1
Job Description: CLASSIC PACIFIC LEON RD & JEA
Contract Number: 1811

Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Previously Billed		Current Request		Total-To-Date	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
1-001	0.39' AC/ 1.32' BASE-LEON RD (NO C	102,500.0	SF	3.660	375,150.00	0.00	0.00	0.00	0.00	0.00	0.00
1-002	GRADE FOR CURB AND GUTTER &	3,165.0	LF	1.770	5,602.05	0.00	0.00	0.00	0.00	0.00	0.00
1-003	8" BASE UNDER BUS TURN OUT	1,620.0	SF	1.550	2,511.00	0.00	0.00	0.00	0.00	0.00	0.00
1-004	INSTALL UNDER SAW DRAINS TO B	5.0	EA	2,800.000	14,000.00	0.00	0.00	0.00	0.00	0.00	0.00
1-005	8" AC DIKE	1.0	LF	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-006	INSTALL STREET NAME SIGN	1.0	EA	450.000	450.00	0.00	0.00	0.00	0.00	0.00	0.00
1-007	SAW & JOIN PER DETAIL 2' MAX GR	9,480.0	SF	2.580	24,458.40	0.00	0.00	0.00	0.00	0.00	0.00
1-008	PULVERIZE IN PLACE	83,155.0	SF	0.140	11,641.70	0.00	0.00	0.00	0.00	0.00	0.00
1-010	0.39' AC/ 1.22' BASE (-NO CAP-STOP	78,245.0	SF	3.600	281,682.00	0.00	0.00	0.00	0.00	0.00	0.00
1-011	2 EA. LANDING 3" AC/ NATIVE	120.0	SF	4.250	510.00	0.00	0.00	0.00	0.00	0.00	0.00
1-012	INSTALL BOLLARD 7'-4' OUT OF G	5.0	EA	540.000	2,700.00	0.00	0.00	0.00	0.00	0.00	0.00
1-013	INSTALL TEMP BARRICADE	64.0	LF	0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1-015	TRAFFIC CONTROL PER PLAN	1.0	LS	14,000.000	14,000.00	0.00	0.00	0.00	0.00	0.00	0.00
1-015A	2" AC TEMP PER T/C PLAN INC.BAL	45,000.0	SF	1.000	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00
1-017	STRIPING PER PLAN	1.0	LS	26,500.000	26,500.00	0.00	0.00	0.00	0.00	0.00	0.00
1-018	FOG SEAL W/ LIGHT SWEEP PRIOR	224,245.0	SF	0.040	8,969.80	0.00	0.00	0.00	0.00	0.00	0.00
1-158	REMOVE 2" AC (NO DIRT MOVING)	45,000.0	SF	0.180	8,100.00	0.00	0.00	0.00	0.00	0.00	0.00
2-001	3" AC TEMP PER T/C PLAN INC.BAL	1.0	SF	1.510	1.51	0.00	0.00	0.00	0.00	0.00	0.00
2-002	COLD PLANE & DISPOSE OF EX. AC	1.0	SF	0.700	0.70	0.00	0.00	0.00	0.00	0.00	0.00
2-003	ADD'L. 0.10' AC/SF	1.0	SF	0.610	0.61	0.00	0.00	0.00	0.00	0.00	0.00
2-004	DEDUCT 0.10' AC/SF	1.0	SF	0.380	0.38	0.00	0.00	0.00	0.00	0.00	0.00
2-005	ADD'L. 0.10' AB/SF	1.0	SF	0.170	0.17	0.00	0.00	0.00	0.00	0.00	0.00
2-006	DEDUCT 0.10' AB/SF	1.0	SF	0.070	0.07	0.00	0.00	0.00	0.00	0.00	0.00
2-007	K-RAIL RENTAL PER MONTH (INCLU	1.0	LF	4.850	4.85	0.00	0.00	0.00	0.00	0.00	0.00
2-008	1 ARRAY PER MONTH IF REQUIRED	1.0	EA	625.000	625.00	0.00	0.00	0.00	0.00	0.00	0.00
2-009	1 MESSAGE BOARD PER MONTH	1.0	EA	1,725.000	1,725.00	0.00	0.00	0.00	0.00	0.00	0.00
Contract SubTotal					823,833.24		0.00		0.00		0.00
PO 0378-00	JEAN NICHOLAS FROM STATION 29	0.0		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PO 0378-00	SAWCUT, GRIND, AND JOIN	1.0	LS	3,500.000	3,500.00	0.00	0.00	1.00	3,500.00	1.00	3,500.00
PO 0378-00	0.39' AC ON 1.22' CLASS II BASE (FU	1.0	LS	165,024.000	165,024.00	0.00	0.00	1.00	165,024.00	1.00	165,024.00

Hillcrest Contracting, Inc.

Customer: CLASSIC PACIFIC

Invoice No: PB 16372

Job Number: 1811

Prog. No. 1

Item	Description	Contract Quantity	U/M	Unit Price	Contract Amount	Previously Billed		Current Request		Total-To-Date	
						Quantity	Amount	Quantity	Amount	Quantity	Amount
PO 0385-00	QUOTE# 1454-GRIND AND PAVE OP	0.0		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PO 0385-00	GRIND AND PREP FOR TEMP PAVIN	12,600.0	SF	0.760	9,576.00	0.00	0.00	12,600.00	9,576.00	12,600.00	9,576.00
PO 0385-00	OVERLAY 0.15' MISC AREA TO OPE	2,100.0	SF	1.300	2,730.00	0.00	0.00	2,100.00	2,730.00	2,100.00	2,730.00
PO 0385-00	0.39' AC/ NATIVE TEMP PAVE	7,900.0	SF	2.900	22,910.00	0.00	0.00	7,900.00	22,910.00	7,900.00	22,910.00
PO 0385-00	0.25' AC/ NATIVE TEMP PAVE	2,600.0	SF	1.880	4,888.00	0.00	0.00	2,600.00	4,888.00	2,600.00	4,888.00
PO 0385-00	ADDITIONAL SF TO CONTRACT	0.0		0.000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PO 0385-00	0.39' AC/ 1.22' BASE	5,400.0	SF	3.600	19,440.00	0.00	0.00	5,400.00	19,440.00	5,400.00	19,440.00
PO 0385-00	FOG SEAL W/ LIGHT SWEEP PRIOR	5,400.0	SF	0.040	216.00	0.00	0.00	0.00	0.00	0.00	0.00
Addendum SubTotal					228,284.00		0.00		228,068.00		228,068.00
Amount for Period					1,051,917.24		0.00		228,068.00		228,068.00
Previous Amount Billed											0.00
Retention Held							0.00		22,806.80		22,806.80
Previous Amount Billed							0.00				
Amount Due								\$205,261.20		\$205,261.20	

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> (22592297) Hillcrest Contracting Inc Montelone & McCrory LLP c/o Gerald Mouzis 200 W Santa Ana Blvd Ste 200 Santa Ana CA 92701	Claim No: 29 <i>Filed:</i> 11/10/2008 <i>Entered:</i> 11/20/2008	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Mccall, Audrey <i>Modified:</i>
Secured claimed: \$242697.46 Total claimed: \$242697.46		
<i>History:</i> 🔍 <u>29-1</u> 11/10/2008 Claim #29 filed by Hillcrest Contracting Inc , total amount claimed: \$242697.46 (Mccall, Audrey)		
<i>Description:</i> _____		
<i>Remarks:</i> _____		

Claims Register Summary