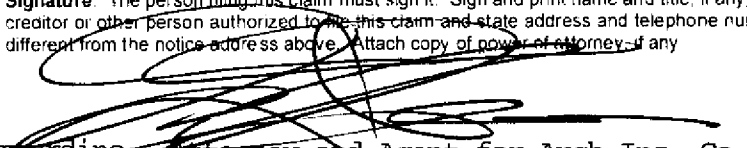


ORIGINAL

B10 (Official Form 10 (12/07))

| UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA | | PROOF OF CLAIM |
|--|--|--|
| Name of Debtor: Cameo Homes, a California corporation | | Case Number: 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) Arch Insurance Company | | <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. |
| Name and address where notices should be sent: Wilson Elser Moskowitz Edelman & Dicker LLP Attn: John J. Immordino 555 S. Flower Street, Suite 2900 Los Angeles, CA 90071 (213) 443-5100 Telephone number: | | <div style="border: 1px solid black; padding: 5px; text-align: center; margin-bottom: 10px;"> FILED NOV 10 2008 </div> Court Claim Number: _____ <i>(if known)</i> Filed on: _____ |
| Name and address where payment should be sent (if different from above): Wilson Elser Moskowitz Edelman & Dicker LLP Attn: John J. Immordino 555 S. Flower Street, Suite 2900 Los Angeles, CA 90071 (213) 443-5100 Telephone number: | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case. |
| 1. Amount of Claim as of Date Case Filed: \$ <u>14,624,696.00</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges. | | 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507(a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507(a)(5) <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507(a)(____) |
| 2. Basis for Claim: <u>Indemnity Agreement</u> (See instruction #2 on reverse side.) | | |
| 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.) | | |
| 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: _____ Value of Property: \$ <u>5,320,944.10</u> Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>5,320,944.10</u> Amount Unsecured: \$ <u>9,303,751.90</u> | | |
| 6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain. | | Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small> |
| Date: <u>11-10-08</u> | 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. <div style="text-align: center;">  John J. Immordino - Attorney and Agent for Arch Ins. Co. </div> | |
| | | FOR COURT USE ONLY |

**Attachment to Proof of Claim
Case No. 8:08-13151-RK**

ARCH INSURANCE COMPANY, issued various subdivision bonds, at the request of debtor CAMEO HOMES a California corporation, on behalf of various entities in connection with several real estate development projects. Attached hereto, as Exhibit "A", is a true and accurate copy of a General Indemnity Agreement executed by debtor CAMEO HOMES a California corporation, in consideration of which ARCH INSURANCE COMPANY issued the bonds. Attached hereto, as Exhibit "B", is a summary of the subdivision bonds, reflecting the principal (developer), the bond number, the performance bond amount and the payment bond amount, the project and the obligee. The total amount of contingent liability under the noted bonds is the sum of \$14,624,696.00.



Insurance Company

A Division of The Arch Capital Group

GENERAL INDEMNITY AGREEMENT

THIS GENERAL INDEMNITY AGREEMENT (hereinafter called "Agreement") is made by the undersigned Indemnitors in favor of Arch Insurance Company, and any other present or future subsidiary or affiliate of Arch Insurance Company, (hereinafter collectively called "Arch"), for the purpose of indemnifying Surety (as herein defined below) for any Bonds (as herein defined below), which Surety may have issued, or may hereafter issue, or on which Surety otherwise becomes surety.

DEFINITIONS: The following terms are defined as follows:

Principal: Any person whose name is or has been furnished to Surety by any of the Indemnitors, including any of the Indemnitors, named or referred to as "Principal" in any bond, undertaking or recognizance. The term "Principal" includes any present or future subsidiary, successor, affiliate or parent of any Indemnitor, including but not limited to partnerships, LLCs, LLPs or other entities, whether owned in whole or in part by any named Indemnitor.

Indemnitors: All Persons who sign this Agreement or whose authorized representatives sign this Agreement or any other agreement that incorporates by reference the terms of this Agreement. The Indemnitors warrant and represent that they have a material and beneficial interest in Surety's issuance of Bonds on behalf of the Principal, and acknowledge that Surety would not issue such Bonds without each Indemnitor's agreement to reimburse Surety for all losses arising under the Bonds.

Surety: Arch, or any other present or future subsidiary or affiliate of Arch, which may issue Bonds, as well as any and all co-sureties or reinsurers who issue, execute or reinsure any portion of the Bond or who procure bonds at the request of Arch. The terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsurers.

Persons: An individual, corporation, partnership, Limited Liability Company (hereinafter called LLC), Limited Liability Partnership (hereinafter called LLP), joint venture, trust, estate or other legal entity.

Bond: Any and all bonds, including but not limited to surety bonds, undertakings and any renewals or extensions thereof issued by Surety, or issued by another at the request of Surety, on behalf of Principal, whether issued prior to or subsequent to the effective date of this Agreement. The term Bond also includes any electronic processes in lieu of the issuance of paper bonds, whether in the contract bidding process, or otherwise.

Bonded Contract: A contract for which Surety issues or has issued a Bond.

Default: An instance or condition in which Principal or Indemnitors, or any of them: (a.) fail to pay any Bond premium charge when due, (b.) forfeit, breach, abandon, default or be declared in default on any Bonded Contract, (c.) neglect or refuse to pay for any labor or materials used in the prosecution of a Bonded Contract, (d.) fail to honor any obligation of an Indemnitor under this Agreement, (e.) institute or have instituted against any or all of them a case under the Bankruptcy Code or similar statute, with respect to any Indemnitor as debtor, or any suit or proceeding alleging that any one of them is insolvent or requesting the appointment of a receiver or trustee for the benefit of creditors, (f.) have proceedings instituted against any of them that may have the effect of depriving any of them of the use of any part of the materials or equipment used in connection with the work under a Bonded Contract so as to hinder, delay or impede the normal and satisfactory progress of the work, (g.) make an assignment for the benefit of creditors that in any way impedes the rights of the Surety, (h.) in the case of Indemnitors which are not individuals, dissolve or cease to continue their legal existence, or (i.) in the case of Indemnitors who are individuals, die, abscond, disappear, become incompetent, are convicted of a felony or are imprisoned.

Loss: Loss includes: (a.) sums paid by Surety to claimants under the Bonds, (b.) sums required to be paid to claimants by Surety but not yet, in fact, paid by Surety, by reason of execution of such Bonds, (c.) all costs and expenses incurred in connection with investigating, paying or litigating any claim, including but not limited to legal fees and expenses, professional and consulting fees, technical and expert witness fees and expenses, (d.) all costs and expenses incurred in connection with enforcing the obligations of the Principal and Indemnitors under this Agreement including, but not limited to legal fees and expenses, (e.) all accrued and unpaid premiums owing to Surety for the issuance, continuation or renewal of any Bonds or for any policy of insurance issued by Arch for the Principal or Indemnitors, (f.) funds advanced by Surety to the Principal in connection with a Bonded Contract, and (g.) all other amounts payable to Surety according to the terms and conditions of this Agreement.

IN CONSIDERATION of the execution of any such Bonds for Principal, from which it is acknowledged the Indemnitors derive a substantial material benefit, and as an inducement to such execution or continuation of suretyship and/or the issuance of Bonds by Surety, the Indemnitors, jointly and severally, agree as follows:

1. INDEMNITY - Indemnitors agree to indemnify and hold harmless Surety for any and all Loss sustained or incurred by reason of having executed any and all Bonds. The indemnitors obligation to indemnify the Surety shall also apply to any Bond renewals, continuations or substitutes therefore. In the event of payments by Surety, Indemnitors agree to accept the voucher or other evidence of such payments as prima facie evidence of the fact and extent of the liability of Indemnitors to Surety in any demand, claim or suit by Surety against Indemnitors. Separate suits may be brought under this Agreement as causes of action accrue, and the pendency or termination of any such suit shall not bar any subsequent action by Surety.

2. SURETY'S CONSENT TO CHANGES - Surety may consent to changes in any Bond or to changes in the contract or obligation, which is the subject of any Bond, or may refuse to consent to any such change. Surety's actions in consenting or in not consenting to any such change shall not release or affect the obligations of Indemnitors to Surety under this Agreement.

3. SURETY'S RIGHT TO DECLINE BONDS - Surety has the right to decline to execute any Bond requested by the Principal or Indemnitors, including any such Bond requested after Surety has executed a preliminary bond including, but not limited to, a bid or proposal bond, or a Consent of Surety to the issuance of Bonds. Surety's declining to issue or execute any Bond shall not release or affect the obligations of Indemnitors to Surety under this Agreement. Principal and Indemnitors acknowledge that the Surety makes no representations as to the acceptability of any of its Bonds to any person, firm or entity under any contract, and that Principal and Indemnitors shall have no claim against the Surety relating to the failure or refusal of any entity to accept any Bond issued by the Surety.

4. POSTING OF COLLATERAL - If Surety shall set up a reserve to cover any actual or potential Loss, the Indemnitors will, immediately upon demand by Surety, deposit with Surety, a sum of money equal to such reserve to be used, at the option of Surety, to pay the Loss or to be held as collateral security for the Indemnitors' obligations hereunder. In the event that the amount of the deposit exceeds the amount of the Loss which gave rise to Surety's demand, Surety shall have the option to retain the balance of the deposited funds as collateral security for any other actual or potential Loss.

5. SURETY'S RIGHTS RE: CLAIMS - Surety shall have the exclusive right to decide and determine whether any claim, liability, suit or judgment made or brought against Surety on any Bond shall or shall not be paid, compromised, resisted, defended, tried or appealed, and Surety's decision thereon shall be final and binding upon the Indemnitors. Subject to the Surety's rights set forth in the first sentence of this section, which shall remain in full force and effect, if Principal or Indemnitors desire that the Surety litigate such claim or demand, or defend such suit, or appeal from such judgment, they shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount to be used in paying any judgment or judgments rendered, or which might be rendered, against the Surety, together with interest, costs and attorneys fees.

6. SURETY'S RIGHTS RE: DEFAULT - In the event of a Default, Surety shall have the right, but not the obligation, to take possession of the work under any and all Bonded Contracts, and complete or consent to the completion of such Bonded Contracts at the expense of the Indemnitors.

7. ASSIGNMENTS - In the event of a Default, Principal and Indemnitors do hereby assign, transfer and set over to Surety, all of their rights under all Bonded Contract(s) including (a.) their right, title and interest in all sub-contracts and purchase orders let in connection therewith, (b.) all machinery, plant, equipment, tools and materials which

shall be upon the site of the work or elsewhere for purposes of the Bonded Contract(s) including all materials ordered or fabricated for the Bonded Contract(s), (c.) all claims and causes of action against any parties to the Bonded Contract(s) or against third parties relating to the Bonded Contract(s), (d.) any and all sums due, or to become due under the Bonded Contract(s) at or after the time of such Default and (e.) all rights it has in patents, patented processes, licenses, designs, copyrights, trademarks and all other intellectual property rights required for the performance of the work for which Surety has issued bonds, and expressly authorize Surety to use these property rights as required in Surety's discretion to complete the Bonded Contract(s). In the event of a Default, each of Principal and Indemnitors hereby appoint and designate Surety or its authorized representative as their respective Attorneys-in-Fact to endorse and sign in the name of Principal or Indemnitor, as payee or otherwise, all documents and all checks, drafts, warrants or other instruments made or issued in connection with the Bonded Contract(s). Surety shall have the right to receive, collect and disburse the proceeds of all such checks, drafts or warrants.

8. DISCHARGE OF SURETY - Upon the request of Surety, Indemnitors will procure the discharge of Surety from any Bond, and all liability arising there from, and provide evidence to Surety regarding same.

9. ACCESS TO BOOKS & RECORDS - Surety, including its designated agents, shall, at any and all times, have unrestricted access upon reasonable notice to review all books and records of Principal and Indemnitors, including all books and records pertaining to their financial condition, and to the status of each unbonded and Bonded Contract. Principal and Indemnitors agree to provide updated financial statements upon the Surety's request. Principal and Indemnitors hereby authorize those with whom such Bonded Contracts are made to furnish to Surety all information concerning such contracts and the work thereunder.

10. INDEMNITORS' WAIVER OF NOTICE - Indemnitors warrant that each of them is specifically and beneficially interested in the obtaining of each Bond and agree to keep themselves fully informed as to the business activities and financial affairs of any one or more of the Indemnitors or any Principal for whom Bonds are executed by Surety. Indemnitors hereby expressly waive any notice from the Surety of any fact or information coming to the attention or knowledge of the Surety which affects its rights or the rights or liabilities of the Indemnitors, including notice of execution of any particular Bond subject to this Agreement.

11. EFFECT OF INVALIDITY - Any defect or invalidity in the execution of this Agreement by any Indemnitor shall not in any manner affect the validity of these obligations or the liability hereunder of the other Indemnitors. Invalidity of any provision of this Agreement by reason of the laws of any State or for any other reason, shall not render the remaining provisions of this Agreement invalid, and this Agreement shall be construed and enforced with the same effect as though such provision or provisions were omitted.

12. TERMINATION BY ANY INDEMNITOR - Any Indemnitor wishing to terminate this Agreement must give Arch written notice by Registered Mail at least thirty (30) days prior to termination. The termination will not affect Indemnitor's obligations hereunder with respect to any Bonds executed and issued prior to the termination of this Agreement by that Indemnitor. The termination by any one Indemnitor shall not affect the liability of any other Indemnitor.

13. EFFECT OF CHANGE IN STATUS/TRANSFER OF ASSETS - Each Indemnitor agrees not to change or convert its respective individual, corporate or partnership status to either an LLC or an LLP or any other similar structure which has the effect of limiting, reducing or shielding the liability of either the entity or its partners and/or officers hereunder, without the prior, express, written consent of Surety. Should any Indemnitor so change its respective corporate or partnership status without the prior, express, written consent of Surety, Indemnitor agrees that such change in its status shall not limit, reduce or otherwise shield its obligations, its partners' and/or officers' obligations, to Surety which arise from this Agreement. Indemnitors hereby expressly waive as against Surety any and all defenses which may arise from such a conversion to a LLC, LLP or similar status. Indemnitors acknowledge that the Surety relies upon the assets reflected in their financial statements in the issuance of Bonds, and agree not to dispose of or transfer said assets, except in the ordinary course of business, without the prior, express, written consent of Surety.

14. NOTICE OF CHANGE IN RESIDENCE - Each indemnitor who is an individual agrees to give Surety written notice of any change in his/her principal residence within 30 days of the change of address. Each Indemnitor, which is not an individual, agrees not to change its principal place of business or the state of jurisdiction in which it is incorporated or otherwise organized without also giving Surety 30 days written notice of the proposed change. If

Surety has previously filed a Uniform Commercial Code Financing Statement with respect to such Indemnitor, Indemnitor agrees to file a Financing Statement in the new state or jurisdiction.

15. EFFECT OF RELEASE OF ANY INDEMNITOR - Indemnitors agree that, at any time, Surety may release any Indemnitor or Indemnitors from this Agreement, without affecting, reducing or otherwise limiting the obligations of any remaining Indemnitor, and Indemnitors hereby expressly waive both (a) notice from Surety of any such release, and (b) any defense that may be created in favor of any remaining Indemnitor as a result of Surety's release of another Indemnitor. Waiver of any one Default shall not be deemed a waiver of any other Default.

16. FILING OF AGREEMENT UNDER THE UCC - This Agreement shall constitute a Security Agreement and grants to Surety a security interest in all assigned assets, and also shall constitute a Financing Statement naming Surety as secured creditor and each Indemnitor as debtor, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect. The filing or recording of a copy of this Agreement shall be solely at the option of Surety and Surety's failure to do so shall not release or impair any obligation of Indemnitors, under this Agreement or otherwise arising, nor shall such failure be in any manner in derogation of Surety's rights under this Agreement or otherwise. The appearance of Arch's logo on the first page of this Agreement shall constitute its signature hereon. Indemnitors hereby irrevocably appoint and designate Surety or its authorized representative as their respective Attorneys-in-Fact to sign any Financing Statement form which may be required in order to file the same in any jurisdiction or office.

17. APPLICABILITY OF AGREEMENT - This Agreement shall apply to all Bonds executed by and/or procured by Surety for Principal, in its own name or as a joint venture with others. Indemnitors expressly waive any defense that may arise as a result of this Agreement having been executed subsequent to the date of the issuance of any Bond and Indemnitors admit and acknowledge that any such Bond was executed pursuant to an Indemnitors' request and in reliance on the Indemnitors' representation and promise to execute this Agreement.

18. PAYMENTS BY INDEMNITORS - All payments made by Indemnitors to Surety under this Agreement shall be in United States Dollars and in no other currency and shall be sent, at Surety's discretion via check or wire transfer to any bank account subsequently designated by Surety. All sums payable to the Surety under this Agreement shall bear interest if not paid by Indemnitors within ten (10) days of demand by Surety. The interest rate shall be an annual rate of 10%, or the maximum rate permitted by applicable law if less than 10%.

19. TRUST FUNDS - Principal and Indemnitors agree and expressly declare that all funds due or to become due under any Bonded Contract are trust funds, whether in the possession of Principal or another and whether designated trust funds or not, for the benefit and payment of all persons to whom Principal incurs obligations in the performance of such contract, for which Surety would be liable under any Bond. If Surety discharges any such obligation, it shall be entitled to assert the claim of such person to the trust funds.

20. JURISDICTION - As to any legal action related to this Agreement, Principal and Indemnitors consent to the jurisdiction of any court of competent jurisdiction, including the jurisdiction of any state or federal court where the Principal or one or more of any of the Indemnitors is domiciled or doing business, at the sole discretion of the Surety. Principal and Indemnitors waive any claim or defense in any such action based on alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.

21. NOTICE OF SERVICE - Notice of Service made by U. S. Mail or by FAX to the last known address constitutes service whether or not received.

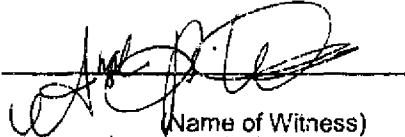
22. ADDRESS FOR NOTICES - All notices required to be given by Indemnitors under this Agreement shall be sent by registered mail to Arch Insurance Company, 1717 Arch Street, 31st Floor, Philadelphia, PA 19103 USA and shall include a copy of this Agreement attached thereto.


23. WRITING CONSTITUTES THE ENTIRE AGREEMENT - This Agreement constitutes the entire Agreement among the Principal, Indemnitors and the Surety regarding the rights and obligations of the parties hereto and supersedes any prior agreement between the parties. The parties acknowledge that there are no other agreements or understandings, whether oral or written, that in any way modify, change or vitiate the obligations of this Agreement. This Agreement, and the rights and remedies of Surety hereunder may not be waived, challenged or modified orally. No written waiver, change or modification shall be effective unless signed by an officer or other authorized representative of Surety.

IT IS FURTHER UNDERSTOOD AND AGREED that the Indemnitors, and their successors and assigns, are jointly and severally bound by all of the foregoing conditions of this Agreement.

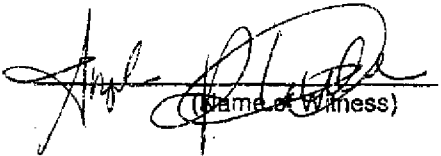
IN TESTIMONY WHEREOF, the Indemnitors, intending to be legally bound hereby, represent that they have read and understood the foregoing provisions and have below set their hands and affixed their seals, as appropriate, this 16th _____ day of October _____, 2003.

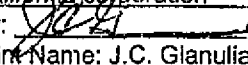
Witness/ Attest


(Name of Witness)

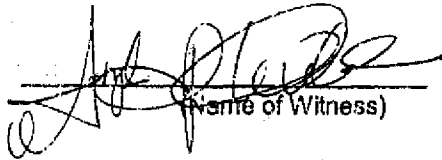
BEG, LLC a California Limited
Liability Company
By: Cameo Homes, a California
corporation
Its: Member
Tax I.D. No.: 010748820
Address: _____
By:  _____


(seal)


(Name of Witness)

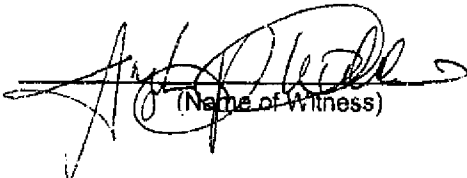
Indemnitor: Cameo Homes, a
California corporation
By:  _____
Print Name: J.C. Gianulias,
Its: Manager
Tax I.D. No.: 95-2593087
Address: _____


(seal)

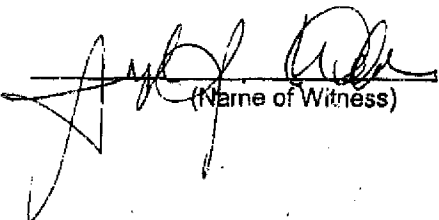

(Name of Witness)


Indemnitor: Distinctive Homes, Inc. a
California corporation
By:  _____
Print Name: Louis Marano
Its: President
Tax I.D. No./SS 38 0721687
Address: _____

(seal)


(Name of Witness)

Indemnitor: Hester Development
Company, LLC a California limited
liability company
By:  _____
Print Name: David J Gianulias
Its: Manager
Tax I.D. No.: 33 074 8117
Address: _____


(Name of Witness)

Indemnitor:
By:  _____
Print Name: J.C. Gianulias
Its: _____
Tax I.D. No.: 35-43-1701
Address: _____

(Name of Witness)

Indemnitor: _____
By: _____
Print Name: _____
Its: _____
Tax I.D. No.: _____
Address: _____

(Name of Witness)

Indemnitor: _____
By: _____
Print Name: _____
Its: _____
Tax I.D. No.: _____
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(Name of Witness)

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(Name of Witness)

Indemnitor: _____
By: _____
Print Name: _____
Its: _____
Tax I.D. No.: _____
Address: _____

(Name of Witness)

Indemnitor: _____
By: _____
Print Name: _____
Its: _____
Tax I.D. No.: _____
Address: _____

ALL - PURPOSE ACKNOWLEDGMENT

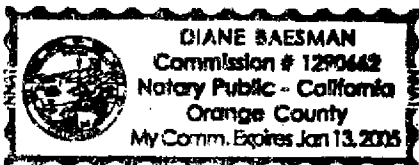
State of _____
County of _____

On 10/30/03 before me, Diane Baesman, Notary Public
NAME, TITLE OF OFFICER

personally
appeared

J. C. Giannolas
NAME OF SIGNER

☒ Personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.



[Signature]
(SIGNATURE OF NOTARY)

OPTIONAL

though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

ss.

On 10/31/03

Date

before me, Diane Baesman, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared David J. Giannolas

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

} ss.

On 10/31/03

Date

before me, Diane Baesman, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Louis Marano

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer -- Title(s): _____

☐ Partner -- ☐ Limited ☐ General

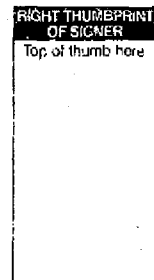
☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



Active Bonds

| Principal | Bond Num | Bond Amount | Payment Bond Amount | Bond Desc | Obligee |
|---------------------|-----------------|---------------------|---------------------|--|---------------------|
| 48th & Adams, LLC | SU 5011752-0000 | \$155,758. | \$737,600 | Tract 31310, On-Site Security; Improvements | City of La Quinta |
| 48th & Adams, LLC | SU 5011753-0000 | \$30,735. | \$318,530 | Tract 31310, Off-Site Security; Improvements | City of La Quinta |
| Sub Total | 2 | \$186,493. | \$1,056,130 | | |
| 82 San Jacinto, LLC | SU 5009615-0000 | \$1,203,912. | \$621,250 | Tract 29859, Street/Drainage, Water & Sewer Improv | City of San Jacinto |
| Sub Total | 1 | \$1,203,912. | \$621,250 | | |
| BEG, LLC | SU 5004024-0000 | \$10,000. | \$0 | Tract 30839, 30939/Landscape | County of Riverside |
| BEG, LLC | SU 5004950-0000 | \$120,000. | \$0 | Tract No. 30939/Grading | County of Riverside |
| BEG, LLC | SU 5005042-0000 | \$120,000. | \$0 | Tract No. 30839/Grading | County of Riverside |
| BEG, LLC | SU 5017025-0000 | \$1,200,000. | \$1,145,150 | Tract 30839/Streets & Drainage | County of Riverside |
| BEG, LLC | SU 5017026-0000 | \$17,700. | \$44,250 | Tract 30839/Water | County of Riverside |
| BEG, LLC | SU 5017027-0000 | \$111,800. | \$279,500 | Tract 30839/Sewer | County of Riverside |
| BEG, LLC | SU 5017028-0000 | \$29,000. | \$0 | Tract 30839/Monument | County of Riverside |
| BEG, LLC | SU 5017029-0000 | \$455,000. | \$557,000 | Tract 30939/Streets & Drainage | County of Riverside |
| BEG, LLC | SU 5017030-0000 | \$51,500. | \$128,750 | Tract 30939/Water | County of Riverside |
| BEG, LLC | SU 5017031-0000 | \$47,200. | \$118,000 | Tract 30939/Sewer | County of Riverside |
| BEG, LLC | SU 5017032-0000 | \$32,600. | \$0 | Tract 30939/Monument | County of Riverside |
| BEG, LLC | SU 5020280-0000 | \$8,910. | \$0 | Tract 30939 Shadow Canyon/ Assessment | Shadow Canyon HOA |
| Sub Total | 12 | \$2,203,710. | \$2,272,650 | | |
| Murrieta 492, LLC | SU 5005296-0000 | \$634,500. | \$317,250 | Project# PM 31102 - Vista Murrieta Road/03-I-023, | County of Riverside |
| Murrieta 492, LLC | SU 5008167-0000 | \$328,302. | \$0 | PM 31102; Grading | City of Murrieta |

| | | | | | |
|------------------------------|-----------------|---------------------|--------------------|---|------------------------------|
| Murrieta 492, LLC | SU 5015365-0000 | \$2,024,000. | \$1,012,000 | Project No. PCI-000-018/Streets & Drainage/Water S | City of Murrieta |
| Sub Total | 3 | \$2,986,802. | \$1,329,250 | | |
| Murrieta Villagewalk L.P. | SU 5011800-0000 | \$16,950. | \$85,000 | Project No. PCI-000-044 PM 31093; Storm Drain Impr | City of Murrieta |
| Murrieta Villagewalk L.P. | SU 5014287-0000 | \$104,200. | \$521,000 | PM 31093, Streets/Water/Sewer; Improvements | City of Murrieta |
| Murrieta Villagewalk L.P. | SU 5019963-0000 | \$295,967. | \$0 | Maintenance & Monitoring Line F1 | U.S. Army Corps of Engineers |
| Sub Total | 3 | \$417,117. | \$606,000 | | |
| Silver Oaks 183, LLC | SU 5008823-0000 | \$48,000. | \$0 | Tract 31118; Precise Grading | County of Riverside |
| Silver Oaks 183, LLC | SU 5010846-0000 | \$23,000. | \$0 | Tract 31118; Erosion Control/Landscape | County of Riverside |
| Sub Total | 2 | \$71,000. | \$0 | | |
| Silver Oaks Beaumont 72, LLC | SU 5010307-0000 | \$10,950. | \$0 | Tracts 29839 & 29839-1; Monument ^K | City of Beaumont |
| Sub Total | 1 | \$10,950. | \$0 | | |
| Village Walk Retail, L.P. | SU 5014851-0000 | \$119,800. | \$599,000 | Project No. PCI-000-001, Street & Drainage, Water | City of Murrieta |
| Village Walk Retail, L.P. | SU 5019962-0000 | \$940,632. | \$0 | Maintenance & Monitoring Line F | U.S. Army Corps of Engineers |
| Sub Total | 2 | \$1,060,432. | \$599,000 | | |
| Grand Total | 26 | \$8,140,416. | \$6,484,280 | | |

**Total Performance and
F nment Bonds**

\$14,624,696.

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA**)
3)
4 **COUNTY OF LOS ANGELES**)

5 I am employed in the County of Los Angeles, State of California; I am over the
6 age of 18 years and not a party to the within action; my business address 555 South
7 Flower Street, Suite 2900, Los Angeles, CA 90071.

8 On November 10, 2008, I served the within PROOF OF CLAIM on the
9 interested parties in this action by placing [] the original [] a true copy thereof, enclosed
10 in a sealed envelope addressed as follows:

11 **SEE ATTACHED SERVICE LIST**

12 ☒ **(BY MAIL [State])** I am readily familiar with WILSON, ELSER,
13 MOSKOWITZ, EDELMAN & DICKER's practice for the collection and processing of
14 correspondence for mailing with the United States Postal Service; such envelope will be
15 deposited with the United States Postal Service on the date shown below in the ordinary
16 course of business at the business address shown above; and such envelope was placed
17 for collection and mailing on the date shown below according to WILSON, ELSER,
18 MOSKOWITZ, EDELMAN & DICKER's ordinary business practices.

19 ☐ **(BY PERSONAL SERVICE)** I hand-delivered the documents described
20 hereinabove to the offices of the addressee(s).


21 ☐ **(BY MESSENGER SERVICE)** I caused the documents described
22 hereinabove to be hand-delivered to the offices of the following addressee(s).

23 ☐ **(BY TELECOPIER)** I caused the above document(s) to be telecopied to the
24 addressee(s) at the telecopier number(s) as shown on the attached service list.

25 ☐ **(BY FEDERAL EXPRESS)** The above described pleading was sent by
26 Federal Express on the date above indicated to those persons listed on the attached
27 service list.

28 Executed on November 10, 2008, at Los Angeles, California.

(FEDERAL COURT) I declare that I am employed in the office of a member of
the bar of this court at whose direction this service was made.


Raquel Burgess

1 Hall & Foreman, inc.
2 Attn: Lou Ann Frederick
3 420 Exchange, Suite 100
4 Irvine, CA 92602-1301
5
6 Marsha A. Houston, Esq.
7 Reed Smith LLP
8 355 S. Grand Avenue, Suite 2900
9 Los Angeles, CA 90071-1514
10 Counsel for Wachovia Bank NA
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24
25
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27
28

Housing Capital Company
Williams Wells and David Prowse
3100 Bristol Street, Suite 500
Costa Mesa, CA 92626-3051

In Re: JAMES C. GIANULIAS
CAMEO HOMES, a California Corporation
Case No. 8:08-BK-13150-RK
Jointly Administered With:
Case No. 8:08-BK-13151
Chapter 11

SERVICE LIST

| | |
|--|--|
| Patrick Fields, Esq. Squire, Sanders & Dempsey, L.L.P. 555 South Flower Street, 31 st Floor Los Angeles, CA 90071-2300 Tel: (213) 689-5114 Fax: (213) 623-4581 E-Mail: pfields@ssd.com | Office of the U.S. Trustee 411 West Fourth Street, Suite 9041 Santa Ana, CA 92701-8000 |
| Sean T. Cork Squire, Sanders & Dempsey L.L.P. Two Renaissance Square 40 North Central Avenue, Suite 2700 Phoenix, Arizona 85004-4498 Tel: (602) 528-4000 | Frank Cadigan, Esq. Office of the U.S. Trustee 411 West Fourth Street, Suite 9041 Santa Ana, CA 92701-8000 Counsel for the U.S. Trustee |
| Cameo Homes, a California Corporation 1105 Quail Street Newport Beach, CA 92660-2705 Debtor | Paul J. Couchot, Esq. Winthrop Couchot, PC 660 Newport Center Drive, Suite 400 Newport Beach, CA 92660-6427 Debtor's Counsel |
| Lance N. Jurich, Esq. Derrick Talerico, Esq. Loeb & Loeb LLP 10100 Santa Monica Blvd., Suite 2200 Los Angeles, CA 90067-4120 Counsel for Housing Capital Company | William N. Lobel, Esq. Alan J. Friedman, Esq. Kerri A. Lyman, Esq. Issa K. Moe, Esq. Irell & Manella LLP 840 Newport Center Drive, Ste. 400 Newport Beach, CA 902660 Tel: (949) 760-0991 Fax: (949) 760-5200 |

CREDITORS' COMMITTEE

| | |
|--|--|
| California National Bank Attn: Jyotsna Desai 221 S. Figueroa Street, Suite 310 Los Angeles, CA 90012-2524 | David Evans & Associates, Inc. Attn: Erin F. Austin 320 S.W. Upper Terrance Drive Ste. 200 Bend, OR 97702-1384 |
|--|--|

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):

| | | |
|--|---|--|
| Creditor: (22593813) Arch Insurance Company Wilson Elser Moskowitz Edelman & Dicker 555 S FlowerSt Ste 2900 Los Angeles CA 90071 | Claim No: 31 <i>Filed:</i> 11/10/2008 <i>Entered:</i> 11/20/2008 | Status: <i>Filed by:</i> CR <i>Entered by:</i> Mccall, Audrey <i>Modified:</i> |
| Unsecured claimed: \$9303751.90 Secured claimed: \$5320944.10 Total claimed: \$14624696.00 | | |
| History: 31-1 11/10/2008 Claim #31 filed by Arch Insurance Company , total amount claimed: \$14624696 (Mccall, Audrey) | | |
| Description: _____ | | |
| Remarks: _____ | | |

Claims Register Summary