

UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor: JAMES C. GIANULIAS		Case Number: 8:08-13150-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): WITBY Group, Inc.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ <small>(If known)</small> Filed on: _____
Name and address where notices should be sent: WITBY Group, Inc. 17992 Mitchell's Irvine, CA 92614		
Telephone number: _____		
Name and address where payment should be sent (if different from above): _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
Telephone number: _____		
1. Amount of Claim as of Date Case Filed: \$ 227,462.76 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.		
2. Basis for Claim: <u>Services performed</u> <small>(See instruction #2 on reverse side.)</small>		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)(____). 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>
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ <small>(See instruction #3a on reverse side.)</small>		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <u>9/17/08</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. <u>Heather Morris</u> <u>Heather Morris</u> <u>Account mgr.</u>		FOR COURT USE ONLY

INSTRUCTIONS FOR PROOF OF CLAIM FORM

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

ITEMS TO BE COMPLETED IN PROOF OF CLAIM FORM

Court, Name of Debtor, and Case Number:

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

Creditor's Name and Address:

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

1. Amount of Claim as of Date Case Filed:

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

2. Basis for Claim:

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

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

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

3a. Debtor May Have Scheduled Account As:

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

4. Secured Claim:

Check the appropriate box and provide the requested information if the

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

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

6. Credits:

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

7. Documents:

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

Date and Signature:

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

DEFINITIONS

Debtor

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

Creditor

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

Claim

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

Proof of Claim

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

Secured Claim Under 11 U.S.C. §506(a)

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

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

Unsecured Claim

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

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

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

Redacted

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

Evidence of Perfection

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

INFORMATION

Acknowledgment of Filing of Claim

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

Offers to Purchase a Claim

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

CAMEO

TEAM	PROJECT #	NAME	INVOICE	DATE	AMOUNT
MUSE	20030042	RANCHO CUCAMONGA	0054467	10.31.06	\$147,981.90
			0062031	7.31.07	\$19,822.36
			0065489	11.30.07	\$46.56
			0062030	7.31.07	\$1,700.00
	20030042		006292	8.31.07	\$680.00
			0064813	10.31.07	\$1,820.00
TEAM TOTAL					\$172,050.82
ARIZONA	20050832	CROSS ROADS	0057726	2.28.07	\$2,814.87
TEAM TOTAL					\$2,814.87
STUDIO 6	20030407	MURRIETA 144	0054421	10.31.06	\$3,189.45
			0059321	4.30.07	\$935.00
			0060188	5.31.07	\$1,600.00
			0060610	6.30.07	\$1,379.54
			0059320	4.30.07	\$446.65
			0058184	3.31.07	\$508.83
			0060611	6.30.07	\$44.61
	20030425	VILLAGE WALK APTS	0054424	10.31.06	\$1,446.45
			0058186	3.31.07	\$2,481.94
			0059319	4.30.07	\$190.13
			0060934	6.30.07	\$116.68
			0061641	7.31.07	\$174.29
			0062596	8.31.07	\$200.74
			0063680	9.30.07	\$100.37
			0065090	11.30.07	\$9,768.00
			0058192	3.31.07	\$523.41
			0059318	4.30.07	\$71.65
			0056911	1.31.07	\$1,153.53
			0058187	3.31.07	\$2,000.00
			0059317	4.30.07	\$2,071.65
			0060189	5.31.07	\$3,000.00
			0060612	6.30.07	\$2,000.00
			0061622	7.31.07	\$2,000.00
			0062597	8.31.07	\$1,000.00
			0063682	9.30.07	\$1,000.00
			0065092	11.30.07	\$400.00
			0065735	12.31.07	\$600.00
			0060190	5.31.07	\$2,000.00
			0054425	10.31.06	\$1,000.00
			0060191	5.31.07	\$750.00
			0060192	5.31.07	\$750.00
	20030809	MURRIETA 180	0058188	3.31.07	\$37.95
			0060613	6.30.07	\$802.95
			0061623	7.31.07	\$167.28
			0062600	8.31.07	\$261.69
			0063683	9.30.07	\$492.95
			0064545	10.31.07	\$1,052.02
			0065094	11.30.07	\$1,654.31
			0061624	7.31.07	\$875.00
			0062601	8.31.07	\$250.00
			0061625	7.31.07	\$2,050.00
			0062602	8.31.07	\$820.00
			0065095	11.30.07	\$410.00
			0065744	1.1.08	\$820.00
TEAM TOTAL					\$52,597.07
		GRAND TOTAL			\$227,462.76

\$8,104.08

\$34,798.84

\$9,694.15

20030042 (S)✓

RECEIVED

FEB 19 2007

41

PROFESSIONAL SERVICES AGREEMENT – OWNER DIRECT

Contract No: RC 101

Cost Code:

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

CAMEO HOMES PO BOX 2990 NEWPORT BEACH CA 92658 TEL: 949-955-3832 FAX: 949-250-8574	And	KTGY GROUP, INC 17992 MITCHELL SOUTH IRVINE CA 92614 TEL: 949-851-2133 FAX: 949-851-5156
---	-----	---

Hereinafter called "Owner"

Hereinafter called "Consultant"

RECITAL

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

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

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

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

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

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

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

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

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

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

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

payments to Consultant hereunder by checks payable jointly to Consultant and his suppliers and laborers, or any of them.

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

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

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

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

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

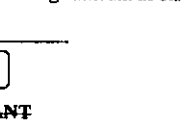
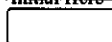
I have reviewed paragraph 9 in its entirety and understand that this agreement contains a liquidated damage amount set forth in this paragraph. By initialing this paragraph, I am agreeing to the liquidated damage amount as stated above.

Initial Here




OWNER

Initial Here

CONSULTANT

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

11. **INSPECTION AND APPROVALS:** Consultant's Services, any portion of his Services and any and all work by Consultant shall be subject to inspection and approval by all applicable governmental authorities, Owner, and Owner's representatives.

Pursuant this Agreement, Consultant shall produce plans, specifications, and other documents and/or perform field services as required by any or all of the above in order to obtain said approvals. It is agreed that any change or correction required as a result of any such inspections and/or approvals shall be made by Consultant without additional charge, unless otherwise specifically agreed upon by Owner in writing.

12. PLANS, DRAWINGS, SPECIFICATIONS: All plans, drawings, reports, original papers, specifications and other work produced by Consultant for the Project pursuant to this Agreement shall be the property of the Owner upon payment of all amounts due Consultant and may not be used by Consultant without the prior written consent of Owner. Owner agrees to indemnify and hold harmless Consultant for any unauthorized modification or re-use of said drawings.

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

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

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

16. AIR QUALITY AND STORM WATER RUNOFF REQUIREMENTS:

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


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

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


C. **Responsibility For Fines And Orders:** Consultant is solely responsible for the payment of any fines or the imposition of any conditions and/or Orders by the SCAQMD and/or the Air Quality Management District ("AQMD") relating in any manner to the work performed by the Consultant at the Project. Consultant agrees to

defend and indemnify Owner regarding any fine imposed or cost incurred as the result of Consultant's work at the Project which is made by the SCAQMD or the AQMD against Owner.

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

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

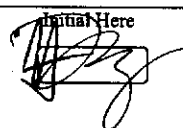
Consultant shall not be entitled to receive any further payment until acceptance of the entire Project and then only after the direct and indirect costs incurred by Owner to complete Consultant's work, plus a reasonable allowance for profit for Owner, have been determined. The direct and indirect costs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



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

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

- A. ALL INSURANCE MUST BE PLACED WITH A COMPANY WHOSE LATEST BEST'S FINANCIAL STRENGTH RATING IS "A" OR BETTER, AND WHOSE FINANCIAL SIZE CATEGORY IS 9 OR BETTER.
 - i. Worker's Compensation Employer's Liability Insurance, and any and all insurance required by Employee Benefit Acts or other statutes applicable where the work is to be performed. Such insurance shall be in amounts sufficient to protect the Consultant or any of its sub-consultants or subcontractors from any liability for bodily injury, sickness or disease (including death resulting at any time therefrom) or any of its employees, including any liability or damage which may arise by virtue of any statute or law in force which may hereinafter be enacted, but in not event shall such be policy provide less than \$1,000,000 of coverage.
 - ii. Comprehensive: General Liability & Property Damage Insurance with minimum liability requirements in the amounts of \$1,000,000 Combined Single Limit, \$1,000,000 per occurrence, Completed Operations Coverage of \$1,000,000 per occurrence and a \$2,000,000 Aggregate for each aforementioned coverage, unless higher limits are specified in Schedule "B". Such insurance shall be written on ISO Form No. CG00 01 1001 or it's equivalent provide however that Contractor has provided advanced written approval of such an equivalent insurance policy.
 - iii. Comprehensive Auto: Automobile Liability Insurance, including Property Damage covering all of Consultant's owned or rented equipment used in connection with the Project or his Services, (or that owned or rented equipment of Consultant's agents, officers, principals and employees used in connection with the Project or his Services) with minimum liability requirements in the amount of \$1,000,000 per occurrence for bodily injury (including death resulting at any time therefrom) and property damage.
 - iv. Professional Liability/Errors & Omissions: Consultant shall maintain Professional Liability and/or Errors & Omissions Insurance with \$1,000,000 policy limits per claim, covering all liability which may be or is incurred by Consultant arising out of his Services provided by Consultant to the Project.
 - v. Excess Insurance: Consultant shall procure Excess Automobile Insurance in the amount of \$2,000,000 and Excess General Liability Insurance in the amount of ~~\$4,000,000~~ ~~5,000,000~~. Such Excess coverage shall be primary to any other coverages purchased by, or on behalf of Contractor.
- B. All insurance policies shall contain appropriate endorsements extending the coverage thereof to include the liability assumed by the Consultant under this Agreement. Higher limits of insurance may be required under the provisions of Schedule "B", attached hereto.
- C. Consultant will procure and forward to Owner, prior to commencement of work or within ten (10) days of signing this Agreement, whichever is first, Certificates of Insurance verifying it has met the insurance requirements specified in this section. Consultant shall provide written documentation, including but not limited to Certificates of Insurance, that equivalent renewal or replacement insurance has been procured prior to the time that any previously existing insurance policy that consultant is required to maintain pursuant to the terms of this Agreement, terminates. Upon request, any subconsultant shall also provide a full and complete copy of the operative insurance policy, including the Declaration Page and all endorsements.
- D. Consultant shall procure and forward to the Owner, prior to commencement of work or within ten (10) days of signing this Agreement, whichever is first, endorsements to each insurance policy (except the worker's

Initial Here


compensation insurance) identified in this section naming Owner, Contractor, and their officers, directors, agents, servants, employees, divisions, subsidiaries, joint venturers, members, partners, principals, shareholders and affiliated companies (collectively referred to in this contract as "The Group") as additional insureds under each policy. Relevant to naming The Group as Additional Insured, the wording shall be as follows:

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

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

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

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

20. INDEMNIFICATION/WAIVER:

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

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

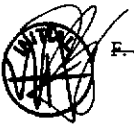


~~B. Consultant shall pay any attorney's fees, legal costs or other costs incurred by the Group in defending against any claim actually or potentially encompassed by this section. Consultant shall pay any attorney's fees, legal costs or other costs incurred by the Group in pursuing Consultant to enforce any right or obligation enumerated in this Agreement.~~

C. Where Consultant's work is not in compliance with the standards "Standards" set forth in the Right to Repair Act (California Civil Code sections 895 et seq.), the scope of the defense and indemnity obligations described in this subsection also include any and all costs incurred by the Group to repair, replace or redesign any item, which

Initial Here

repair, replacement or redesign is necessary because Consultant's work caused or contributed to such non-compliance with the Standards. This cost shall include having the repair, replacement or redesign made by a contractor or professional other than the Consultant, pursuant to the Right to Repair Act.

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

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

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

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

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

25. INSOLVENCY OR BANKRUPTCY:

- A. In the event of an appointment of a receiver for Consultant or in the event Consultant makes an assignment for the benefit of creditors, Owner may terminate this Agreement by giving three (3) working days written notice to Consultant and its surety, if any. If an order for relief is entered under the Bankruptcy Code with respect to Consultant, Owner may terminate this Agreement by giving three (3) working days written notice to Consultant, its trustee and its surety, if any, unless the Consultant, the surety, or the trustee: (i) promptly cures all defaults, (ii) provides Owner with adequate assurances of its future performance, (iii) compensates Owner for any actual pecuniary loss resulting from such defaults, and (iv) assumes the obligations of Consultant within the statutory time limits.

- B. If Consultant is not performing the Project in accordance with this Agreement at the time of entering an order for relief, or at any subsequent time, Owner, while awaiting the decision of Consultant or its trustee to accept or reject and provide adequate assurances of its ability to perform hereunder, may immediately avail itself of such remedies as are reasonably necessary to maintain the progress of the Project. Owner may offset against the Contract Price all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable profit, overhead and attorneys' fees and expenses. Consultant shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Contract Price.
- C. In the event that Consultant has proceeded to file a petition with the Bankruptcy Court under the applicable Bankruptcy Laws during the pendency of any dispute between them, Consultant agrees, that upon request by Owner, it shall immediately stipulate to an order granting relief from the automatic stay then in effect so as to allow Owner to proceed against any insurance carrier covering Consultant for the Project and/or any obligations described in this Agreement as well as any insurance carrier having issued certificates or additional insured endorsements to the Group.

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

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

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

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

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

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

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

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

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

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

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

SAFETY REGULATIONS: Consultant shall comply with all on site applicable safety regulations and orders, including, but not limited to, regulations and orders of all Federal, State and local agencies and the State of California Department of Industrial


Relations, Division of Industrial Safety and any regulations issued by any governmental agency in connection therewith, and shall hold Owner free and harmless from any and all claims by reason of Consultant's failure to fully comply with such laws, acts, or regulations while on the jobsite.

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

36. **MEDIATION:** In an effort to resolve any conflicts that arise during design and construction of the project or following the completion of the project, the Owner and Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbonding mediation unless the parties mutually agree otherwise. Mediation is a pre-requisite, not a substitution for Arbitration.

37. **ARBITRATION:**


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

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

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

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

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

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

OWNER: CAMEO HOMES

CONSULTANT: KTG GROUP, INC.

DATED: 4/18/07

By: 

Title: Chief Executive Officer

DATED: 2-26-07

By: 

Title: PRINCIPAL

Initial Here

INDEX OF AGREEMENT SCHEDULES

- A. SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT**
- B. SCOPE OF PROFESSIONAL SERVICES**
- C. PAYMENT SCHEDULE**
- D. HOURLY RATE SCHEDULE**
- E. CADD/ELECTRONIC FILE TRANSFER TO CONTRACTOR**
- F. ATTACHED PROJECT PROVISIONS**

FEB 19 2007

SCHEDULE "A"
SUPPLEMENT TO PROFESSIONAL SERVICES AGREEMENT

CONSULTANT: KTG GROUP, INC.
 CONTRACT: ARCHITECT
 PROJECT/TRACT NO.: RANCHO CUCAMONGA TOWNHOMES


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

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


1. **CONTRACT PRICE:** The total contract amount is \$634,500.00 for the full and complete obligations under this Agreement, subject to all authorized additions, deletions, or adjustments.

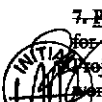
2. **PAYMENT:** Lump Sum (or as per payment schedule as set forth in paragraph 3, below).

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

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

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

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

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

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

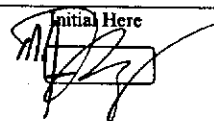
9. **LIMITS OF INSURANCE:** Paragraph 19Aii, of the Professional Services Agreement is hereby modified to require minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for the general liability and property damage coverages that shall include the broad form and completed operations coverage.

SCHEDULE "B"
SCOPE OF PROFESSIONAL SERVICES

1. Design Development Services (estimated 3 months)
 - a. Based up on the approved Schematic Design documents, we shall process with the development and refinement of the plans, elevations, sections and details.
 - b. Meet with Contractor, up to four (4) times, to review the product criteria established in Schematic Design
 - c. Meet with Contractor and consultants, up to four (4) times to review final design development plans
 - d. Coordinate with architectural, civil and landscape architectural consultants
 - e. Distribute CAD backgrounds to team consultants for their design development purposes.
 - f. Review and incorporate modifications necessary to accommodate Structural, Mechanical and Electrical consultant requirements.
2. Construction Document (estimated 3 months)
 - a. General Agreement final contract between Consultant and Contractor to be drafted upon completion of Design Development Phase.
 - b. Meet with Contractor's Construction Manager, framer, truss manufacturer, etc to review value engineering issues, up to four (4) times.
 - c. Meet with Contractor, up to four (4) times, to review the product criteria established in Design Development.
 - d. With Contractor's approval of design development plans, Consultant shall prepare a permittable builder's set of working drawings on AutoCad with general notes that will meet the codes and requirements of the applicable local agencies having jurisdiction over the project. The set shall be prepared in a manner consistent with requirements and standards of the industry for project of this type.
 - e. Consultant shall coordinate with all team consultants including structural engineer, landscape architect, civil engineer, and mechanical and electrical engineers.
3. Color and Design Documentation
 - a. Meet with color consultant.
 - b. Select colors and prepare color exhibits for presentation to Contractor and color consultant.
 - c. Review colors as needed.
 - d. Prepare color schedule and color blocking exhibits for painter.
4. Construction Observation Services (estimated 18 months)
 - a. Provide up to two (2) site visits during constructions for field observation of models to ascertain if they are proceeding in accordance with the visual architectural design concept of the project. All additional visits shall be an Additional Service.
 - b. Consultant shall be available to provide architectural clarifications by telephone and fax.
 - c. Review shop drawings and submittals.
 - d. Respond to RFI's and develop bulletin's to clarify documents.
 - e. Consultant's visits will be billed as an additional service per Exhibit "B".
5. Insurance
 - a. Consultant will provide Contractor with insurance certificates and name Contractor as an additional insured on the appropriate policies. Consultant and our consultants carry insurance covering General Liability, Workers Compensation, and Errors and Omission consistent with the standard of our profession.
6. The Following Shall be Considered an Additional Service:
 - a. Attending Planning Commission, City Council, or similar Agency meetings.
 - b. Preparation of CSI format book specifications.
 - c. Preparation or services related to "As Built" documents.
 - d. Preparation of perspective renderings.
 - e. Preparation of drawings for ancillary buildings or structures, other than listed in scope above, monumentation, landscape features, and similar structures.
 - f. Services in connection with any Peer Review revisions or responses.
 - g. Delivery and pick up of any and all documents, including plan check.
 - h. Design of any site lighting.
7. If Consultant hires professional consultants, Consultant is hiring them for coordination purposes only and will apply a multiplier of 1.5 to all consultants' invoices when billing the Contractor. Consultant is not an expert in any of their disciplines and assumes no responsibility for their work product.
8. Consultant recommends that Owner retain the services of Third Party Water Intrusion, Color, Acoustical, and Waterproofing Consultants.
9. Additional services, if required, would be billed on an hourly basis per the standard rate schedule, attached as Exhibit "A".
10. Reimbursable expenses, including printing, photography, plotting, etc. shall be billed at a rate of 1.15 times that invoiced to Consultant.
11. Invoices shall be submitted by the Consultant monthly and are due upon presentation and shall be considered past due if not paid within 30 (thirty) calendar days of the invoice date. If the Owner fails to make payments when due or otherwise is

in breach of this agreement, the Consultant may suspend performance of services upon 7 (seven) calendar days notice to the Owner. The Consultant shall have no liability whatsoever to the Owner for any costs of damages as a result of such suspension caused by any breach of this Agreement by the Owner. Upon payment in full by the Owner, the Consultant shall resume services under this Agreement.

SCHEDULE C
PAYMENT SCHEDULE

Initial Here


SCHEDULE D
HOURLY RATE SCHEDULE

Principals	\$	190/Hour
Directors (Design/Planning/Architecture/Sr. Project Management)	\$	170/Hour
Associate Directors (Design/Planning/Architecture/ Project Management)	\$	155/Hour
Senior Professionals (Senior Designer/Planner/Architect)	\$	140/Hour
Professionals (Project Designer/Planner/Architect)	\$	125/Hour
Professional Staff (Designer/Planner/Job Captain)	\$	100/Hour
Senior Staff (Designer/Planner/Senior CADD)	\$	90/Hour
Technical Staff (Graphics/CADD)	\$	80/Hour
Administrative Staff	\$	65/Hour

SCHEDULE E
CADD/ELECTRONIC FILE TRANSFER TO CONTRACTOR

At Owner's request, Consultant will provide electronic files for convenience and use in the preparation of shop drawings related to the Rancho Cucamonga Townhomes project are subject to the following terms and conditions.

Consultant's electronic files are compatible with: Autocad Release 2002. Consultant makes no representation as to the compatibility of these files with Owner's hardware or software beyond the specified release of the referenced specifications. Files will be electronically transmitted as drawing sheet files with X-refs.

Data contained on these electronic files are part of Consultant's instruments of service and shall not be used by Owner or anyone else receiving these data through or from Owner for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by Owner or by others will be at Owner's sole risk and without liability or legal exposure to us. Owner agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against us, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with Owner's use of the electronic files.

Furthermore, Owner shall, to the fullest extent permitted by law, indemnify and hold us harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from Owner's use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard copy construction documents. Consultant make no representation regarding the accuracy or completeness of the electronic files Owner receives. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by us and the electronic files, the signed or sealed hard copy construction documents shall govern. Owner are responsible for determining if any conflict exists. By Owner's use of these electronic files, Owner is not relieved of Owner's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate Owner's work with that of other Owners for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, Consultant reserve the right to remove all indicia of ownership and br involvement from each electronic display.

Consultant will furnish Owner electronic files of the following drawing sheets: _____

Under no circumstances shall delivery of the electronic files for use by Owner be deemed a sale by us, and Consultant make no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Consultant be liable for any loss of profit or any consequential damages as a result of Owner's use or reuse of these electronic files.

SCHEDULE F
ATTACHED PROJECT PROVISIONS

Limitation of Liability. In recognition of the relative risks and benefits of the Project to both the **Owner** and the Consultant, the risks have been allocated such that the **Owner** agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the **Owner** for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the **Owner** shall not exceed the insurance coverage available at the time of settlement or judgment. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Maintenance Obligations of Association. The **Owner** agrees that the bylaws of the Homeowners' Association established for this Project, and/or the CC&Rs, will require that the Association will perform, as recommended in the Maintenance Provisions of the bylaws and/or CC&Rs and/or Maintenance Manual, all necessary routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The bylaws and/or CC&Rs shall also contain an appropriate waiver and indemnity in favor of the **Owner**, the Consultant, all Consultants and the **Owner** if the maintenance recommendations are not performed by the Association.

Maintenance Obligations of Homeowner. The **Owner** agrees that the bylaws of the Homeowners' Association established for this Project, and/or the CC&Rs, will require that the Homeowner will perform, as recommended in the Maintenance Provisions of the bylaws and/or CC&Rs and/or Maintenance Manual, all necessary routine maintenance, maintenance inspections and any other necessary repairs and maintenance called for as a result of these maintenance inspections. The bylaws and/or CC&Rs shall also contain an appropriate waiver and indemnity in favor of the **Owner**, the Consultant, all Consultants and the **Owner** if the maintenance recommendations are not performed by the Homeowner.

Owner's Obligation to Retain Third Party Construction Inspection Service. The **Owner** shall retain and utilize an independent third party construction inspection service to perform a technical review of the final Construction Documents and observe and document construction of the project and report any defects, disparities, errors or omissions to the **Owner**. The **Owner** will insure that all recommendations for repairs, corrections or changes are accomplished.

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

October 31, 2006

CAMEO HOMES
 VICTOR MAHONY
 1105 QUAIL ST.
 NEWPORT BEACH, CA 92660
 LR

Project No: 20030042.00

Invoice No: 0054467

Project 20030042.00 RANCHO CUCAMONGA TOWNHOMES

Contract #RC-101

Hourly estimated max. \$25,000.00. Included in 2.28.03 inv#0022187 for 1,840.00, 3.31.03
 inv#0022441, 4.30.03

Professional Services from September 16, 2006 to October 13, 2006**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	6,000.00	100.00	6,000.00	0.00
SITE PLANNING	17,000.00	100.00	17,000.00	0.00
SCHEMATIC DESIGN	22,000.00	100.00	22,000.00	0.00
DESIGN DEVELOPMENT	197,000.00	75.00	147,750.00	147,750.00
CONSTRUCTION DOCS	394,000.00	0.00	0.00	0.00
CONSTRUCTION ADMIN	30,000.00	0.00	0.00	0.00
STRUCTURAL	54,165.00	0.00	0.00	0.00
Total Fee	720,165.00		192,750.00	147,750.00
		Previous Fee Billing	45,000.00	
		Total Fee		147,750.00

Reimbursable Expenses

In-House Plotting	45.26		
Auto Reimbursement	18.00		
Mileage Reimbursement	168.64		
Total Reimbursables	1.0 times	231.90	231.90

Billing Limits	Current	Prior	To-Date
Labor	0.00	14,570.00	14,570.00
Limit			25,000.00
Remaining			10,430.00

Total this Invoice \$147,981.90

Project Manager Craig Russell

Team 13

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0054467 Dated 10/31/06

9:03:32 AM

Project 20030042.00 RANCHO CUCAMONGA TOWNHOMES

Reimbursable Expenses

In-House Plotting

MI 0000133	9/29/06 84009 / 4426734	45.26
------------	-------------------------	-------

Auto Reimbursement

EX 0004161	9/20/06 Duran, Alexander / Airport Parking / Airport Parking - Cameo Homes meeting in Irvine	9.00
------------	---	------

EX 0004160	10/4/06 Duran, Alexander / Sycamore Villas trip	9.00
------------	---	------

Mileage Reimbursement

EX 0003985	9/20/06 Gonzalez, Manuel / 143 miles / Team Meeting / 143.00 miles @ 0.445	63.64
------------	---	-------

EX 0004100	9/20/06 Louie, Tom / 3. Cameo Homes 235.96 miles / 235.96 miles @ 0.445	105.00
------------	--	--------

Total Reimbursables	1.0 times	231.90	231.90
----------------------------	------------------	---------------	---------------

Total this report	\$231.90
--------------------------	-----------------

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

July 31, 2007

CAMEO HOMES
VICTOR MAHONY
1105 QUAIL ST.
NEWPORT BEACH, CA 92660
LR

Project No: 20030042.00
Invoice No: 0062031

Project 20030042.00 RANCHO CUCAMONGA TOWNHOMES

Contract #RC-101

Hourly estimated max. \$25,000.00. Included in 2.28.03 inv#0022187 for 1,840.00, 3.31.03
inv#0022441, 4.30.03

Professional Services from June 16, 2007 to July 13, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	6,000.00	100.00	6,000.00	0.00
SITE PLANNING	17,000.00	100.00	17,000.00	0.00
SCHEMATIC DESIGN	22,000.00	100.00	22,000.00	0.00
DESIGN DEVELOPMENT	197,000.00	100.00	197,000.00	0.00
CONSTRUCTION DOCS	394,000.00	80.00	315,200.00	19,700.00
CONSTRUCTION ADMIN	30,000.00	0.00	0.00	0.00
STRUCTURAL	54,165.00	0.00	0.00	0.00
Total Fee	720,165.00		557,200.00	19,700.00
		Previous Fee Billing	537,500.00	
		Total Fee		19,700.00

Reimbursable Expenses

Reproductions 117.77
Deliveries 4.59

Total Reimbursables 1.0 times 122.36 122.36

Billing Limits	Current	Prior	To-Date
Labor	0.00	14,570.00	14,570.00
Limit			25,000.00
Remaining			10,430.00

Total this Invoice \$19,822.36

Outstanding Invoices

Number	Date	Balance
0054467	10/31/06	147,981.90

All Invoices are due and payable within 30 days of Invoice date.

0059575	4/30/07	78,800.00
---------	---------	-----------

0060556	5/31/07	39,738.86
---------	---------	-----------

0060955	6/30/07	59,824.08
---------	---------	-----------

Total		326,344.84
--------------	--	-------------------

Project Manager Craig Russell

Team 13

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0062031 Dated 7/31/07

9:03:36 AM

Project 20030042.00 RANCHO CUCAMONGA TOWNHOMES

Reimbursable Expenses

Reproductions

AP 0141954 6/30/07 CONSOLIDATED REPROGRAPHICS 117.77

Deliveries

MI 0000111 6/29/07 153244375 / 694510002641 4.59

Total Reimbursables 1.0 times 122.36 122.36

Total this report \$122.36

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

November 30, 2007

CAMEO HOMES
 VICTOR MAHONY
 1105 QUAIL ST.
 NEWPORT BEACH, CA 92660
 LR

Project No: 20030042.00

Invoice No: 0065489

Project 20030042.00 RANCHO CUCAMONGA TOWNHOMES

Contract #RC-101**Professional Services from October 20, 2007 to November 16, 2007****Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
DESIGN DEVELOPMENT	197,000.00	100.00	197,000.00	0.00
CONSTRUCTION DOCS	394,000.00	80.00	315,200.00	0.00
CONSTRUCTION ADMIN	30,000.00	0.00	0.00	0.00
COLOR DESIGN & DOCUMENTATION	3,500.00	0.00	0.00	0.00
ADENDUM 1 DATED 9.11.03 (20030042.01)	10,000.00	92.00	9,200.00	0.00
Total Fee	634,500.00		521,400.00	0.00
		Previous Fee Billing	521,400.00	
		Total Fee		0.00

Reimbursable Expenses

Mileage Reimbursement			46.56	
Total Reimbursables		1.0 times	46.56	46.56
		Total this Invoice		\$46.56

Outstanding Invoices

Number	Date	Balance
0054467	10/31/06	147,981.90
0062031	7/31/07	19,822.36
Total		167,804.26

Project Manager Craig Russell

Team 13

Wednesday, September 17, 2008

9:03:40 AM

Total this report	\$46.56
--------------------------	----------------

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

July 31, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030042.06

Invoice No: 0062030

Project 20030042.06 RANCHO CUCAMONGA TOWNHOMES-CLB HS REV
Design Development: Incorporate Owner revisions to the clubhouse.

Coordination of building elevations to new clubhouse design.

Construction Drawings / Coordination:

Finalize floor plan designs for clubhouse.

Finalize exterior elevations for clubhouse.

Coordinate and re-issue backgrounds for all consultants.

Dimension and note clubhouse plans / building sections / interior elevations.

Update and create new details for the elevation revisions

Professional Services from June 16, 2007 to July 13, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
DESIGN DEVELOPMENT	8,500.00	100.00	8,500.00	1,700.00
CONSTRUCTION DRAWINGS	11,500.00	100.00	11,500.00	0.00
Total Fee	20,000.00		20,000.00	1,700.00
		Previous Fee Billing	18,300.00	
		Total Fee		1,700.00
		Total this Invoice		\$1,700.00

Project Manager Craig Russell

Team 13

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

August 31, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030383.02

Invoice No: 0062929

Project 20030383.02 MURRIETA TOWNHOMES

Hourly (no limit); Alternate Schematic Design Package for Re-Submittal to City of Murrieta addressing City's comments of previous Design Review Submittal – New Schematic Design Package to incorporate re-design of site plan layout with reduced number of building types.

Professional Services from July 14, 2007 to August 17, 2007**Professional Personnel**

	Hours	Rate	Amount
DIRECTORS	4.00	170.00	680.00
Totals	4.00		680.00
Total Labor			680.00

Total this Invoice \$680.00

Project Manager Wilbur Wong

Team 13

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0062929 Dated 8/31/07

9:05:22 AM

Project 20030383.02 MURRIETA TOWNHOMES

Professional Personnel

			Hours	Rate	Amount	
	DIRECTORS					
00179	Bathgate, Colleen	7/31/07	4.00	170.00	680.00	
	Totals		4.00		680.00	
	Total Labor					680.00
				Total this report		\$680.00

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

October 31, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030383.02

Invoice No: 0064813

Project 20030383.02 MURRIETA TOWNHOMES

Hourly (no limit); Alternate Schematic Design Package for Re-Submittal to City of Murrieta addressing City's comments of previous Design Review Submittal – New Schematic Design Package to incorporate re-design of site plan layout with reduced number of building types.

Professional Services from September 15, 2007 to October 19, 2007**Professional Personnel**

	Hours	Rate	Amount
PRINCIPALS	6.00	190.00	1,140.00
DIRECTORS	4.00	170.00	680.00
Totals	10.00		1,820.00
Total Labor			1,820.00

Total this Invoice \$1,820.00**Outstanding Invoices**

Number	Date	Balance
0062929	8/31/07	680.00
Total		680.00

Project Manager Wilbur Wong

Team 13

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0064813 Dated 10/31/07

9:05:28 AM

Project 20030383.02 MURRIETA TOWNHOMES

Professional Personnel

			Hours	Rate	Amount
PRINCIPALS					
00129	Taitano, Damian	9/26/07	4.00	190.00	760.00
00129	Taitano, Damian	9/28/07	2.00	190.00	380.00
DIRECTORS					
00179	Bathgate, Colleen	9/24/07	4.00	170.00	680.00
	Totals		10.00		1,820.00
	Total Labor				1,820.00
				Total this report	\$1,820.00

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

February 28, 2007

Project No: 20050832.00

Invoice No: 0057726

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20050832.00 CROSSROADS APTS

Addendum #1 dated 11.10.06 Fixed Fee \$28,000 (New total \$48,000); Crossroads Zone, Change
General Plan Amendment & Planning Preparation of the following:

1. Revise Site Plan from original layout based on County review letter. (Completed)
2. Revise Site Plan per Robert Johnson's request. (Completed)
3. Prepare colored site Plan per client's request. (Completed)
4. Prepare prelim grading plan for review by FavreauEng. (Completed)
5. Prepare typical plots of revised the buildings cross section to add more landscape within the sections. (Completed)
6. Continue to revise the Site Plan based on new flood control criteria per Favreau Eng.
7. To prepare Floor Plans.
8. To prepare Building Composite.
9. To prepare Elevations.
10. Attend County meetings (3).

Professional Services from January 13, 2007 to February 16, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
ADDENDUM NO 1 DATED 11.10.06	28,000.00	85.00	23,800.00	2,800.00

Total Fee	28,000.00	23,800.00	2,800.00
	Previous Fee Billing	21,000.00	
	Total Fee		2,800.00

Reimbursable Expenses

In-House Plotting			12.93	
Total Reimbursables	1.15 times	12.93	14.87	

Billing Limits	Current	Prior	To-Date	
Labor	0.00	20,000.00	20,000.00	
Limit			20,000.00	
		Total this Invoice		\$2,814.87

Project Manager David Maldonado

Team 05

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

October 31, 2006

Project No: 20030407.00

Invoice No: 0054421

CAMEO HOMES
 VIC MAHONY
 1105 QUAIL STREET
 NEWPORT BEACH, CA 92660
 *LR

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Professional Services from September 16, 2006 to October 13, 2006**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	9,000.00	100.00	9,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	9,000.00	100.00	9,000.00	0.00
DESIGN DEVELOPMENT	24,000.00	100.00	24,000.00	0.00
CONSTRUCTION DOCS	29,000.00	100.00	29,000.00	0.00
CONSTRUCTION OBSVTN	9,000.00	50.00	4,500.00	2,250.00
STRUCTURAL	44,850.00	100.00	44,850.00	0.00
MECHANICAL	9,689.00	100.00	9,689.00	0.00
ELECTRICAL	13,627.00	100.00	13,627.00	0.00
PLUMBING	16,330.00	100.00	16,330.00	0.00
Total Fee	179,496.00		174,996.00	2,250.00
		Previous Fee Billing	172,746.00	
		Total Fee		2,250.00

Consultants

Structural Consultant			1,275.00	
Total Consultants		1.0 times	1,275.00	1,275.00

Reimbursable Expenses

In-House Plotting			1,664.74	
Total Reimbursables		1.15 times	1,664.74	1,914.45

Total this Invoice \$5,439.45

Outstanding Invoices

Number	Date	Balance
0053854	9/30/06	586.56
Total		586.56

All Invoices are due and payable within 30 days of Invoice date.

2023

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0054421 Dated 10/31/06

9:06:28 AM

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Consultants

Structural Consultant

AP 0137193 9/30/06 BORM ASSOCIATES, INC.

1,275.00

Total Consultants

1.0 times

1,275.00

1,275.00

Reimbursable Expenses

In-House Plotting

MI 0000133 9/30/06 79078 / 4427490

1,664.74

Total Reimbursables

1.15 times

1,664.74

1,914.45

Total this report

\$3,189.45

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

April 30, 2007

Project No: 20030407.00

Invoice No: 0059321

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Professional Services from March 17, 2007 to April 13, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	9,000.00	100.00	9,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	9,000.00	100.00	9,000.00	0.00
DESIGN DEVELOPMENT	24,000.00	100.00	24,000.00	0.00
CONSTRUCTION DOCS	29,000.00	100.00	29,000.00	0.00
CONSTRUCTION OBSVTN	9,000.00	85.00	7,650.00	900.00
STRUCTURAL	44,850.00	100.00	44,850.00	0.00
MECHANICAL	9,689.00	100.00	9,689.00	0.00
ELECTRICAL	13,627.00	100.00	13,627.00	0.00
PLUMBING	16,330.00	100.00	16,330.00	0.00
Total Fee	179,496.00		178,146.00	900.00
		Previous Fee Billing	177,246.00	
		Total Fee		900.00

Reimbursable Expenses

In-House Plotting			20.56	
Deliveries			10.57	
Total Reimbursables	1.15 times	31.13	35.80	
	Total this Invoice			\$935.80

Outstanding Invoices

Number	Date	Balance
0054421	10/31/06	3,189.45
0056907	1/31/07	1,548.12
0057236	2/28/07	1,017.45
Total		5,755.02

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0059321 Dated 4/30/07

9:06:33 AM

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Reimbursable Expenses

In-House Plotting

MI 0000133	3/30/07 79078 / 4721647	9.70
MI 0000133	3/30/07 79078 / 4721657	10.86

Deliveries

AP 0140259	3/31/07 BORM ASSOCIATES, INC.	10.57
------------	-------------------------------	-------

Total Reimbursables

1.15 times 31.13 35.80

Total this report \$35.80

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

May 31, 2007

Project No: 20030407.00

Invoice No: 0060188

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Professional Services from April 14, 2007 to May 18, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	9,000.00	100.00	9,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	9,000.00	100.00	9,000.00	0.00
DESIGN DEVELOPMENT	24,000.00	100.00	24,000.00	0.00
CONSTRUCTION DOCS	29,000.00	100.00	29,000.00	0.00
CONSTRUCTION OBSVTN	9,000.00	90.00	8,100.00	450.00
STRUCTURAL	44,850.00	100.00	44,850.00	0.00
MECHANICAL	9,689.00	100.00	9,689.00	0.00
ELECTRICAL	13,627.00	100.00	13,627.00	0.00
PLUMBING	16,330.00	100.00	16,330.00	0.00
Total Fee	179,496.00		178,596.00	450.00
		Previous Fee Billing	178,146.00	
		Total Fee		450.00

Consultants

Structural Consultant			1,150.00	
Total Consultants	1.0 times	1,150.00		1,150.00
		Total this Invoice		\$1,600.00

Outstanding Invoices

Number	Date	Balance
0054421	10/31/06	3,189.45
0059321	4/30/07	935.80
Total		4,125.25

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0060188 Dated 5/31/07

9:06:36 AM

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Consultants

Structural Consultant

AP 0140791 4/30/07 BORM ASSOCIATES, INC. 450.00

AP 0140792 4/30/07 BORM ASSOCIATES, INC. 700.00

Total Consultants 1.0 times 1,150.00 1,150.00

Total this report \$1,150.00

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

June 30, 2007

Project No: 20030407.00

Invoice No: 0060610

CAMEO HOMES
 VIC MAHONY
 1105 QUAIL STREET
 NEWPORT BEACH, CA 92660
 *LR

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Professional Services from May 19, 2007 to June 15, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	9,000.00	100.00	9,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	9,000.00	100.00	9,000.00	0.00
DESIGN DEVELOPMENT	24,000.00	100.00	24,000.00	0.00
CONSTRUCTION DOCS	29,000.00	100.00	29,000.00	0.00
CONSTRUCTION OBSVTN	9,000.00	100.00	9,000.00	900.00
STRUCTURAL	44,850.00	100.00	44,850.00	0.00
MECHANICAL	9,689.00	100.00	9,689.00	0.00
ELECTRICAL	13,627.00	100.00	13,627.00	0.00
PLUMBING	16,330.00	100.00	16,330.00	0.00
Total Fee	179,496.00		179,496.00	900.00
		Previous Fee Billing	178,596.00	
		Total Fee		900.00

Reimbursable Expenses

In-House Plotting			416.99	
Total Reimbursables	1.15 times	416.99	479.54	
	Total this Invoice			\$1,379.54

Outstanding Invoices

Number	Date	Balance
0054421	10/31/06	3,189.45
0059321	4/30/07	935.80
0060188	5/31/07	1,600.00
Total		5,725.25

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0060610 Dated 6/30/07

9:06:40 AM

Project 20030407.00 DAVCON (HANCOCK RESIDENTIAL)

Reimbursable Expenses

In-House Plotting

MI 0000133 5/25/07 79078 / 4811274

416.99

Total Reimbursables

1.15 times

416.99

479.54

Total this report

\$479.54

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

April 30, 2007

Project No: 20030407.01

Invoice No: 0059320

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030407.01 VISTA POINT/MURRIETA FMLY APTS

Trips to the City of Murrieta for Agency submittals and Agency corrections (includes Building Dept., Fire
Dept., and Planning Dept.) - Hourly

Professional Services from March 17, 2007 to April 13, 2007**Professional Personnel**

	Hours	Rate	Amount
PROFESSIONALS	3.00	125.00	375.00
Totals	3.00		375.00
Total Labor			375.00

Reimbursable Expenses

Mileage Reimbursement			62.30
Total Reimbursables	1.15 times	62.30	71.65
Total this Invoice			\$446.65

Outstanding Invoices

Number	Date	Balance
0056908	1/31/07	1,821.65
0057237	2/28/07	143.29
Total		1,964.94

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0059320 Dated 4/30/07

9:07:00 AM

Project 20030407.01 VISTA POINT/MURRIETA FMLY APTS

Reimbursable Expenses

Mileage Reimbursement

EX 0006176	3/21/07 Nickerson, Amy / trip to Murrieta-140m	62.30	
	Total Reimbursables	1.15 times	71.65

Total this report	\$446.65
--------------------------	-----------------

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

March 31, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030407.02

Invoice No: 0058184

Project 20030407.02 MURRIETA 144 FAMILY APARTMENTS

Mailbox kiosk location revision

Professional Services from February 17, 2007 to March 16, 2007**Professional Personnel**

	Hours	Rate	Amount	
PROFESSIONALS	3.00	125.00	375.00	
Totals	3.00		375.00	
Total Labor				375.00

Reimbursable Expenses

In-House Plotting			116.37	
Total Reimbursables	1.15 times	116.37		133.83
			Total this Invoice	\$508.83

Outstanding Invoices

	Number	Date	Balance
	0056909	1/31/07	44.61
Total			44.61

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0058184 Dated 3/31/07

9:07:17 AM

Project 20030407.02 MURRIETA 144 FAMILY APARTMENTS

Reimbursable Expenses

In-House Plotting

MI 0000133 2/28/07 79078 / 4669138

116.37

Total Reimbursables

1.15 times

116.37

133.83

Total this report

\$508.83

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

June 30, 2007

Project No: 20030407.02

Invoice No: 0060611

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030407.02 MURRIETA 144 FAMILY APARTMENTS

Mailbox kiosk location revision

Professional Services from May 19, 2007 to June 15, 2007**Reimbursable Expenses**

In-House Plotting			38.79	
Total Reimbursables	1.15 times	38.79		44.61
		Total this Invoice		\$44.61

Outstanding Invoices

	Number	Date	Balance
	0058184	3/31/07	508.83
	Total		508.83

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0060611 Dated 6/30/07

9:07:19 AM

Project 20030407.02 MURRIETA 144 FAMILY APARTMENTS

Reimbursable Expenses

In-House Plotting

MI 0000133 5/25/07 79078 / 4811275

38.79

Total Reimbursables

1.15 times

38.79

44.61

Total this report

\$44.61

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

October 31, 2006

Project No: 20030425.00

Invoice No: 0054424

CAMEO HOMES
VICTOR MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
LR

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from September 16, 2006 to October 13, 2006**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING	10,000.00	100.00	10,000.00	0.00
SERVICES				
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Reimbursable Expenses

Reproductions			1,257.78	
Total Reimbursables	1.15 times	1,257.78		1,446.45
		Total this Invoice		\$1,446.45

Outstanding Invoices

Number	Date	Balance
0053857	9/30/06	780.56
Total		780.56
Project Manager	Amy Nguyen	

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0054424 Dated 10/31/06

9:07:41 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Reimbursable Expenses

Reproductions

MI 0000133 8/16/06 75655 / 4333241

1,257.78

Total Reimbursables

1.15 times

1,257.78

1,446.45

Total this report

\$1,446.45

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

March 31, 2007

Project No: 20030425.00

Invoice No: 0058186

CAMEO HOMES
 VICTOR MAHONY
 1105 QUAIL STREET
 NEWPORT BEACH, CA 92660
 LR

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from February 17, 2007 to March 16, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING	10,000.00	100.00	10,000.00	0.00
SERVICES				
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Reimbursable Expenses

Reproductions			463.74	
In-House Plotting			1,667.97	
Deliveries			26.50	
Total Reimbursables	1.15 times	2,158.21	2,481.94	
		Total this Invoice		\$2,481.94

Outstanding Invoices

Number	Date	Balance
0054424	10/31/06	1,446.45
0056910	1/31/07	81.79
0057238	2/28/07	961.17
Total		2,489.41

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0058186 Dated 3/31/07

9:07:45 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Reimbursable Expenses

Reproductions

MI 0000133 2/16/07 75655 / 4639943 325.42

MI 0000133 2/16/07 75655 / 4641854 138.32

In-House Plotting

MI 0000133 2/28/07 79078 / 4669141 1,667.97

Deliveries

MI 0000111 2/23/07 153244375 / 792293049118 26.50

Total Reimbursables 1.15 times 2,158.21 2,481.94

Total this report \$2,481.94

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

April 30, 2007

Project No: 20030425.00

Invoice No: 0059319

CAMEO HOMES
VICTOR MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
LR

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from March 17, 2007 to April 13, 2007**Fee**

Billing Phase	Fee	Percent	Current Fee	
		Complete	Earned	Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING	10,000.00	100.00	10,000.00	0.00
SERVICES				
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Reimbursable Expenses

Reproductions			165.33	
Total Reimbursables	1.15 times	165.33		190.13
		Total this Invoice		\$190.13

Outstanding Invoices

Number	Date	Balance
0054424	10/31/06	1,446.45
0056910	1/31/07	81.79
0057238	2/28/07	961.17
0058186	3/31/07	2,481.94
Total		4,971.35

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0059319 Dated 4/30/07

9:07:48 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Reimbursable Expenses

Reproductions

MI 0000133 2/28/07 75655 / 4645237

165.33

Total Reimbursables

1.15 times

165.33

190.13

Total this report

\$190.13

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

June 30, 2007

Project No: 20030425.00

Invoice No: 0060934

CAMEO HOMES
VICTOR MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
LR

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from May 19, 2007 to June 15, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING	10,000.00	100.00	10,000.00	0.00
SERVICES				
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting			38.41	
Mileage Reimbursement			63.05	
Total Reimbursables	1.15 times	101.46	116.68	
			Total this Invoice	\$116.68

Outstanding Invoices

Number	Date	Balance
0054424	10/31/06	1,446.45
0058186	3/31/07	2,481.94
0059319	4/30/07	190.13
Total		4,118.52

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0060934 Dated 6/30/07

9:07:52 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Reimbursable Expenses

In-House Plotting

MI 0000133	4/30/07 79078 / 4767979	19.40
MI 0000133	4/30/07 79078 / 4767980	3.10
MI 0000133	5/25/07 79078 / 4811276	9.70
MI 0000133	5/25/07 79078 / 4811277	6.21

Mileage Reimbursement

EX 0007122	5/7/07 Nguyen, Amy / trip to murrieta / 130.00 miles @ 0.485	63.05
------------	--	-------

Total Reimbursables	1.15 times	101.46	116.68
----------------------------	-------------------	---------------	---------------

Total this report	\$116.68
--------------------------	-----------------

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

July 31, 2007

CAMEO HOMES
VICTOR MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
LR

Project No: 20030425.00

Invoice No: 0061641

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from June 16, 2007 to July 13, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING	10,000.00	100.00	10,000.00	0.00
SERVICES				
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting			65.17	
Deliveries			28.19	
Mileage Reimbursement			58.20	
Total Reimbursables	1.15 times	151.56	174.29	
		Total this Invoice		\$174.29

Outstanding Invoices

Number	Date	Balance
0054424	10/31/06	1,446.45
0058186	3/31/07	2,481.94
0059319	4/30/07	190.13
0060934	6/30/07	116.68

	Total	4,235.20
Project Manager	Amy Nguyen	
Team	14	

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0061641 Dated 7/31/07

9:07:56 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Reimbursable Expenses

In-House Plotting

MI 0000133	6/29/07 79078 / 4855439	38.79
MI 0000133	6/29/07 79078 / 4855440	26.38

Deliveries

MI 0000111	6/22/07 153244375 / 798695694965	16.32
MI 0000111	6/29/07 153244375 / 799162183623	11.87

Mileage Reimbursement

EX 0007592	5/24/07 Nelson, Mark / Murrieta 453 / 120.00 miles @ 0.485	58.20
------------	---	-------

Total Reimbursables	1.15 times	151.56	174.29
----------------------------	-------------------	---------------	---------------

Total this report	\$174.29
--------------------------	-----------------

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

August 31, 2007

CAMEO HOMES
 VICTOR MAHONY
 1105 QUAIL STREET
 NEWPORT BEACH, CA 92660
 LR

Project No: 20030425.00

Invoice No: 0062596

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from July 14, 2007 to August 17, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING SERVICES	10,000.00	100.00	10,000.00	0.00
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting			174.56	
Total Reimbursables		1.15 times	174.56	200.74
		Total this Invoice		\$200.74

Outstanding Invoices

Number	Date	Balance
0054424	10/31/06	1,446.45
0058186	3/31/07	2,481.94
0059319	4/30/07	190.13
0060934	6/30/07	116.68
0061641	7/31/07	174.29
Total		4,409.49

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0062596 Dated 8/31/07

9:07:59 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Reimbursable Expenses

In-House Plotting

MI 0000133 7/26/07 79078 / 4906333

174.56

Total Reimbursables

1.15 times

174.56

200.74

Total this report

\$200.74

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

September 30, 2007

Project No: 20030425.00

Invoice No: 0063680

CAMEO HOMES
VICTOR MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
LR

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from August 18, 2007 to September 14, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING	10,000.00	100.00	10,000.00	0.00
SERVICES				
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting			87.28	
Total Reimbursables	1.15 times	87.28	100.37	
		Total this Invoice		\$100.37

Outstanding Invoices

Number	Date	Balance
0054424	10/31/06	1,446.45
0058186	3/31/07	2,481.94
0059319	4/30/07	190.13
0060934	6/30/07	116.68
0061641	7/31/07	174.29
0062596	8/31/07	200.74

	Total	4,610.23
Project Manager	Amy Nguyen	
Team	14	

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0063680 Dated 9/30/07

9:08:02 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Reimbursable Expenses

In-House Plotting

MI 0000133 8/31/07 79078 / 4954742

87.28

Total Reimbursables

1.15 times

87.28

100.37

Total this report

\$100.37

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

November 30, 2007

Project No: 20030425.00

Invoice No: 0065090

CAMEO HOMES
VICTOR MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
LR

Project 20030425.00 VILLAGE WALK APARTMENTS

Professional Services from October 20, 2007 to November 16, 2007**Fee**

Billing Phase	Fee	Percent	Current Fee	
		Complete	Earned	Billing
CONCEPTUAL DESIGN	5,000.00	100.00	5,000.00	0.00
SITE PLANNING	10,000.00	100.00	10,000.00	0.00
SERVICES				
SCHEMATIC DESIGN	15,000.00	100.00	15,000.00	0.00
DESIGN DEVELOPMENT	20,000.00	100.00	20,000.00	0.00
CONSTRUCTION DOCS	55,000.00	100.00	55,000.00	0.00
STRUCTURAL	60,628.00	100.00	60,628.00	0.00
MECHANICAL	17,250.00	100.00	17,250.00	0.00
ELECTRICAL	34,638.00	100.00	34,638.00	0.00
PLUMBING	36,225.00	100.00	36,225.00	0.00
Total Fee	253,741.00		253,741.00	0.00
		Previous Fee Billing	253,741.00	
		Total Fee		0.00

Consultants

Electrical Consultant			8,880.00	
Total Consultants		1.1 times	8,880.00	9,768.00
		Total this Invoice		\$9,768.00

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0065090 Dated 11/30/07

9:08:05 AM

Project 20030425.00 VILLAGE WALK APARTMENTS

Consultants

Electrical Consultant

AP 0143837	11/6/07	DGM & ASSOCIATES, ELECTRICAL ENGINEERING	250.00
AP 0143838	11/6/07	DGM & ASSOCIATES, ELECTRICAL ENGINEERING	6,935.00
AP 0143840	11/6/07	DGM & ASSOCIATES, ELECTRICAL ENGINEERING	1,695.00

Total Consultants	1.1 times	8,880.00	9,768.00
--------------------------	------------------	-----------------	-----------------

Total this report	\$9,768.00
--------------------------	-------------------

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

March 31, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030425.01

Invoice No: 0058192

Project 20030425.01 VILLAGE WALK APARTMENTS

Trips to the City of Murrieta for Agency submittals and Agency corrections (includes Building
Department, Fire Department, and Planning Department.)

Professional Services from February 17, 2007 to March 16, 2007**Professional Personnel**

	Hours	Rate	Amount	
PROFESSIONALS	3.00	125.00	375.00	
Totals	3.00		375.00	
Total Labor				375.00

Reimbursable Expenses

Mileage Reimbursement			129.05	
Total Reimbursables	1.15 times	129.05		148.41
			Total this Invoice	\$523.41

Outstanding Invoices

	Number	Date	Balance
	0057239	2/28/07	875.00
Total			875.00

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0058192 Dated 3/31/07

9:08:23 AM

Project 20030425.01 VILLAGE WALK APARTMENTS

Reimbursable Expenses

Mileage Reimbursement

EX 0005665	2/7/07 Nickerson, Amy / City of Murrieta-140 miles	62.30		
EX 0005665	2/15/07 Nickerson, Amy / City of Murrieta-150 miles	66.75		
	Total Reimbursables	1.15 times	129.05	148.41
			Total this report	\$523.41

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

April 30, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030425.01

Invoice No: 0059318

Project 20030425.01 VILLAGE WALK APARTMENTS

Trips to the City of Murrieta for Agency submittals and Agency corrections (includes Building
Department, Fire Department, and Planning Department.)

Professional Services from March 17, 2007 to April 13, 2007**Reimbursable Expenses**

Mileage Reimbursement		62.30	
Total Reimbursables	1.15 times	62.30	71.65
	Total this Invoice		\$71.65

Outstanding Invoices

	Number	Date	Balance
	0057239	2/28/07	875.00
	0058192	3/31/07	523.41
	Total		1,398.41

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTG GROUP, INC.

Invoice 0059318 Dated 4/30/07

9:08:26 AM

Project 20030425.01 VILLAGE WALK APARTMENTS

Reimbursable Expenses

Mileage Reimbursement

EX 0006176	3/1/07 Nickerson, Amy / trip to Murrieta-140 m	62.30	
	Total Reimbursables	1.15 times	71.65

Total this report	\$71.65
--------------------------	----------------

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

January 31, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030425.03

Invoice No: 0056911

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from December 16, 2006 to January 12, 2007**Fee**

Total Fee	20,000.00			
Percent Complete	20.00	Total Earned	4,000.00	
		Previous Fee Billing	3,000.00	
		Current Fee Billing	1,000.00	
		Total Fee		1,000.00

Reimbursable Expenses

Mileage Reimbursement			133.50	
Total Reimbursables	1.15 times	133.50		153.53

Total this Invoice \$1,153.53**Outstanding Invoices**

	Number	Date	Balance
	0055986	12/31/06	1,000.00
	Total		1,000.00

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0056911 Dated 1/31/07

9:08:45 AM

Project 20030425.03 VILLAGE WALK APARTMENTS

Reimbursable Expenses

Mileage Reimbursement

EX 0004885	12/14/06	Nelson, Mark / Village Walk - Murrieta 150 miles	66.75	
EX 0004885	12/19/06	Nelson, Mark / Village Walk - Murrieta 150 miles	66.75	
Total Reimbursables			1.15 times	133.50
				153.53
Total this report				\$153.53

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

March 31, 2007

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project No: 20030425.03

Invoice No: 0058187

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from February 17, 2007 to March 16, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	40.00	Total Earned	8,000.00
		Previous Fee Billing	6,000.00
		Current Fee Billing	2,000.00
		Total Fee	2,000.00
		Total this Invoice	\$2,000.00

Outstanding Invoices

	Number	Date	Balance
	0056911	1/31/07	1,153.53
	0057240	2/28/07	2,000.00
	Total		3,153.53

Project Manager Amy Nguyen

Team 14

3013

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

April 30, 2007

Project No: 20030425.03

Invoice No: 0059317

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from March 17, 2007 to April 13, 2007

Fee

Total Fee	20,000.00			
Percent Complete	50.00	Total Earned	10,000.00	
		Previous Fee Billing	8,000.00	
		Current Fee Billing	2,000.00	
		Total Fee		2,000.00

Reimbursable Expenses

Mileage Reimbursement		62.30	
Total Reimbursables	1.15 times	62.30	71.65

Total this Invoice \$2,071.65

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0057240	2/28/07	2,000.00
0058187	3/31/07	2,000.00
Total		5,153.53

Project Manager Amy Nguyen

Team 14

Billing Backup

Wednesday, September 17, 2008

THE KTGy GROUP, INC.

Invoice 0059317 Dated 4/30/07

9:08:51 AM

Project 20030425.03 VILLAGE WALK APARTMENTS

Reimbursable Expenses

Mileage Reimbursement			62.30	
EX 0006176	3/15/07 Nickerson, Amy / trip to Murrieta-140m			
		1.15 times	62.30	71.65
Total Reimbursables				
			Total this report	\$71.65

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

May 31, 2007

Project No: 20030425.03

Invoice No: 0060189

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from April 14, 2007 to May 18, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	65.00	Total Earned	13,000.00
		Previous Fee Billing	10,000.00
		Current Fee Billing	3,000.00
		Total Fee	3,000.00
		Total this Invoice	\$3,000.00

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0057240	2/28/07	2,000.00
0058187	3/31/07	2,000.00
0059317	4/30/07	2,071.65
Total		7,225.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

June 30, 2007

Project No: 20030425.03

Invoice No: 0060612

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from May 19, 2007 to June 15, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	75.00	Total Earned	15,000.00
		Previous Fee Billing	13,000.00
		Current Fee Billing	2,000.00
		Total Fee	2,000.00
		Total this Invoice	\$2,000.00

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0058187	3/31/07	2,000.00
0059317	4/30/07	2,071.65
0060189	5/31/07	3,000.00
Total		8,225.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

July 31, 2007

Project No: 20030425.03

Invoice No: 0061622

Project 20030425.03 VILLAGE WALK APARTMENTS
Construction Administration

Professional Services from June 16, 2007 to July 13, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	85.00	Total Earned	17,000.00
		Previous Fee Billing	15,000.00
		Current Fee Billing	2,000.00
		Total Fee	2,000.00
		Total this Invoice	\$2,000.00

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0058187	3/31/07	2,000.00
0059317	4/30/07	2,071.65
0060189	5/31/07	3,000.00
0060612	6/30/07	2,000.00
Total		10,225.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

August 31, 2007

Project No: 20030425.03

Invoice No: 0062597

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660

*LR

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from July 14, 2007 to August 17, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	90.00	Total Earned	18,000.00
		Previous Fee Billing	17,000.00
		Current Fee Billing	1,000.00
		Total Fee	1,000.00
		Total this Invoice	\$1,000.00

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0058187	3/31/07	2,000.00
0059317	4/30/07	2,071.65
0060189	5/31/07	3,000.00
0060612	6/30/07	2,000.00
0061622	7/31/07	2,000.00
Total		12,225.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

September 30, 2007

Project No: 20030425.03

Invoice No: 0063682

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660

*LR

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from August 18, 2007 to September 14, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	95.00	Total Earned	19,000.00
		Previous Fee Billing	18,000.00
		Current Fee Billing	1,000.00
		Total Fee	1,000.00
		Total this Invoice	\$1,000.00

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0058187	3/31/07	2,000.00
0059317	4/30/07	2,071.65
0060189	5/31/07	3,000.00
0060612	6/30/07	2,000.00
0061622	7/31/07	2,000.00
0062597	8/31/07	1,000.00
Total		13,225.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660

*LR

November 30, 2007

Project No: 20030425.03

Invoice No: 0065092

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from October 20, 2007 to November 16, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	97.00	Total Earned	19,400.00
		Previous Fee Billing	19,000.00
		Current Fee Billing	400.00
		Total Fee	400.00
		Total this Invoice	\$400.00

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0058187	3/31/07	2,000.00
0059317	4/30/07	2,071.65
0060189	5/31/07	3,000.00
0060612	6/30/07	2,000.00
0061622	7/31/07	2,000.00
0062597	8/31/07	1,000.00
0063682	9/30/07	1,000.00
Total		14,225.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660

*LR

December 31, 2007

Project No: 20030425.03

Invoice No: 0065735

Project 20030425.03 VILLAGE WALK APARTMENTS

Construction Administration

Professional Services from November 17, 2007 to December 14, 2007**Fee**

Total Fee	20,000.00		
Percent Complete	100.00	Total Earned	20,000.00
		Previous Fee Billing	19,400.00
		Current Fee Billing	600.00
		Total Fee	600.00
		Total this Invoice	\$600.00

Outstanding Invoices

Number	Date	Balance
0056911	1/31/07	1,153.53
0058187	3/31/07	2,000.00
0059317	4/30/07	2,071.65
0060189	5/31/07	3,000.00
0060612	6/30/07	2,000.00
0061622	7/31/07	2,000.00
0062597	8/31/07	1,000.00
0063682	9/30/07	1,000.00
0065092	11/30/07	400.00
Total		14,625.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

May 31, 2007

Project No: 20030425.05

Invoice No: 0060190

Project 20030425.05 VILLAGE WALK APARTMENTS

Generate revisions to the construction documents per the request of Cameo Homes. Revisions shall be as follows: 1. Merge mil centers for buildings 3 and 4 into building 3. 2. Merge mail centers for buildings 6 and 7 into building 6. Coordinate all changed with Consultants and Joy Lopez from Jayco Industries.

Professional Services from April 14, 2007 to May 18, 2007**Fee**

Total Fee	4,000.00		
Percent Complete	100.00	Total Earned	4,000.00
		Previous Fee Billing	2,000.00
		Current Fee Billing	2,000.00
		Total Fee	2,000.00
		Total this Invoice	\$2,000.00

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

October 31, 2006

Project No: 20030425.13

Invoice No: 0054425

CAMEO HOMES
 VIC MAHONY
 1105 QUAIL STREET
 NEWPORT BEACH, CA 92660
 *LR

Project 20030425.13 VILLAGE WALK APARTMENTS

Make changes to the construction documents to reflect the requested revisions from the approved type 13 sprinkler system, per the conditions of approval, to a type 13-R sprinkler system at the request of G Companies. Per G Companies this revision has been approved by fire Chief Gary Whisenand. Revision includes adding additional 2-hour area separation walls to the buildings as follows:

Type A – 2 additional walls

Type B – 2 additional walls

Type C – 3 additional walls

Type D – 1 additional wall

Type E – 1 additional wall

Type F – 2 additional walls

Type G – 2 additional walls

Professional Services from September 16, 2006 to October 13, 2006**Fee**

Total Fee	4,000.00		
Percent Complete	75.00	Total Earned	3,000.00
		Previous Fee Billing	2,000.00
		Current Fee Billing	1,000.00
		Total Fee	1,000.00
		Total this Invoice	\$1,000.00

Outstanding Invoices

Number	Date	Balance
--------	------	---------

All Invoices are due and payable within 30 days of Invoice date.

	0053859	9/30/06	1,000.00
	Total		1,000.00
Project Manager	Amy Nguyen		
Team	14		

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

May 31, 2007

Project No: 20030425.14

Invoice No: 0060191

Project 20030425.14 VILLAGE WALK APARTMENTS - POOL REV.

Revise the pool equipment enclosure to include 3 showers. Revision is the result of enlarging the size of the pool and increasing the number of required showers from 2 to 3.

Professional Services from April 14, 2007 to May 18, 2007

Fee

Total Fee	750.00		
Percent Complete	100.00	Total Earned	750.00
		Previous Fee Billing	0.00
		Current Fee Billing	750.00
		Total Fee	750.00
		Total this Invoice	\$750.00

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

May 31, 2007

Project No: 20030425.15

Invoice No: 0060192

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030425.15 VILLAGE WALK APARTMENTS - REC BLD REV.

Revisions to the Recreation Building per owner's request, revisions include:

- Moving the location of the fireplace in the Library to the exterior wall
- Adding interior windows between the Fitness and Multi-purpose room and the Billiards room
- Removing 2 windows from the exterior wall in the Multi-purpose room to create more space for a t.v. wall
- Revising elevations to match the changes made to the fireplace location and the window locations

- Revising the roof plan to match the change made to the fireplace location

Professional Services from April 14, 2007 to May 18, 2007**Fee**

Total Fee	750.00		
Percent Complete	100.00	Total Earned	750.00
		Previous Fee Billing	0.00
		Current Fee Billing	750.00
		Total Fee	750.00
		Total this Invoice	\$750.00

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

March 31, 2007

Project No: 20030809.00

Invoice No: 0058188

Project 20030809.00 MURRIETA 180

Professional Services from February 17, 2007 to March 16, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	10,000.00	100.00	10,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	10,000.00	100.00	10,000.00	0.00
DESIGN DEVELOPMENT	25,000.00	100.00	25,000.00	0.00
CONSTRUCTION DOCS	30,000.00	100.00	30,000.00	0.00
CONSTRUCTION ADMIN	10,000.00	0.00	0.00	0.00
STRUCTURAL	45,770.00	100.00	45,770.00	0.00
MECHANICAL	13,800.00	100.00	13,800.00	0.00
ELECTRICAL	16,272.00	100.00	16,272.00	0.00
PLUMBING	17,250.00	100.00	17,250.00	0.00
Total Fee	193,092.00		183,092.00	0.00
		Previous Fee Billing	183,092.00	
		Total Fee		0.00

Reimbursable Expenses

Reproductions

33.00

Total Reimbursables**1.15 times****33.00****37.95****Total this Invoice****\$37.95**

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

June 30, 2007

Project No: 20030809.00

Invoice No: 0060613

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.00 MURRIETA 180

Professional Services from May 19, 2007 to June 15, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	10,000.00	100.00	10,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	10,000.00	100.00	10,000.00	0.00
DESIGN DEVELOPMENT	25,000.00	100.00	25,000.00	0.00
CONSTRUCTION DOCS	30,000.00	100.00	30,000.00	0.00
CONSTRUCTION ADMIN	10,000.00	0.00	0.00	0.00
STRUCTURAL	45,770.00	100.00	45,770.00	0.00
MECHANICAL	13,800.00	100.00	13,800.00	0.00
ELECTRICAL	16,272.00	100.00	16,272.00	0.00
PLUMBING	17,250.00	100.00	17,250.00	0.00
Total Fee	193,092.00		183,092.00	0.00
		Previous Fee Billing	183,092.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting

698.22

Total Reimbursables**1.15 times****698.22****802.95****Total this Invoice****\$802.95****Outstanding Invoices**

Number	Date	Balance
0058188	3/31/07	37.95
Total		37.95

Project Manager Amy Nguyen

Team 14

All Invoices are due and payable within 30 days of Invoice date.

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

July 31, 2007

Project No: 20030809.00

Invoice No: 0061623

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660

*LR

Project 20030809.00 MURRIETA 180

Professional Services from June 16, 2007 to July 13, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	10,000.00	100.00	10,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	10,000.00	100.00	10,000.00	0.00
DESIGN DEVELOPMENT	25,000.00	100.00	25,000.00	0.00
CONSTRUCTION DOCS	30,000.00	100.00	30,000.00	0.00
CONSTRUCTION ADMIN	10,000.00	0.00	0.00	0.00
STRUCTURAL	45,770.00	100.00	45,770.00	0.00
MECHANICAL	13,800.00	100.00	13,800.00	0.00
ELECTRICAL	16,272.00	100.00	16,272.00	0.00
PLUMBING	17,250.00	100.00	17,250.00	0.00
Total Fee	193,092.00		183,092.00	0.00
		Previous Fee Billing	183,092.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting			145.46	
Total Reimbursables	1.15 times	145.46		167.28
		Total this Invoice		\$167.28

Outstanding Invoices

Number	Date	Balance
0058188	3/31/07	37.95
0060613	6/30/07	802.95
Total		840.90

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

August 31, 2007

Project No: 20030809.00

Invoice No: 0062600

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.00 MURRIETA 180

Professional Services from July 14, 2007 to August 17, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	10,000.00	100.00	10,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	10,000.00	100.00	10,000.00	0.00
DESIGN DEVELOPMENT	25,000.00	100.00	25,000.00	0.00
CONSTRUCTION DOCS	30,000.00	100.00	30,000.00	0.00
CONSTRUCTION ADMIN	10,000.00	0.00	0.00	0.00
STRUCTURAL	45,770.00	100.00	45,770.00	0.00
MECHANICAL	13,800.00	100.00	13,800.00	0.00
ELECTRICAL	16,272.00	100.00	16,272.00	0.00
PLUMBING	17,250.00	100.00	17,250.00	0.00
Total Fee	193,092.00		183,092.00	0.00
		Previous Fee Billing	183,092.00	
		Total Fee		0.00

Reimbursable Expenses

Reproductions			227.56	
Total Reimbursables	1.15 times	227.56	261.69	
	Total this Invoice			\$261.69

Outstanding Invoices

Number	Date	Balance
0058188	3/31/07	37.95
0060613	6/30/07	802.95
0061623	7/31/07	167.28
Total		1,008.18

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

September 30, 2007

Project No: 20030809.00

Invoice No: 0063683

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.00 MURRIETA 180

Professional Services from August 18, 2007 to September 14, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	10,000.00	100.00	10,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	10,000.00	100.00	10,000.00	0.00
DESIGN DEVELOPMENT	25,000.00	100.00	25,000.00	0.00
CONSTRUCTION DOCS	30,000.00	100.00	30,000.00	0.00
CONSTRUCTION ADMIN	10,000.00	0.00	0.00	0.00
STRUCTURAL	45,770.00	100.00	45,770.00	0.00
MECHANICAL	13,800.00	100.00	13,800.00	0.00
ELECTRICAL	16,272.00	100.00	16,272.00	0.00
PLUMBING	17,250.00	100.00	17,250.00	0.00
Total Fee	193,092.00		183,092.00	0.00
		Previous Fee Billing	183,092.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting			428.65	
Total Reimbursables	1.15 times	428.65	492.95	
	Total this Invoice			\$492.95

Outstanding Invoices

Number	Date	Balance
0058188	3/31/07	37.95
0060613	6/30/07	802.95
0061623	7/31/07	167.28
0062600	8/31/07	261.69
Total		1,269.87

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

October 31, 2007

Project No: 20030809.00

Invoice No: 0064545

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.00 MURRIETA 180

Professional Services from September 15, 2007 to October 19, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	10,000.00	100.00	10,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	10,000.00	100.00	10,000.00	0.00
DESIGN DEVELOPMENT	25,000.00	100.00	25,000.00	0.00
CONSTRUCTION DOCS	30,000.00	100.00	30,000.00	0.00
CONSTRUCTION ADMIN	10,000.00	0.00	0.00	0.00
STRUCTURAL	45,770.00	100.00	45,770.00	0.00
MECHANICAL	13,800.00	100.00	13,800.00	0.00
ELECTRICAL	16,272.00	100.00	16,272.00	0.00
PLUMBING	17,250.00	100.00	17,250.00	0.00
Total Fee	193,092.00		183,092.00	0.00
		Previous Fee Billing	183,092.00	
		Total Fee		0.00

Reimbursable Expenses

In-House Plotting			914.80	
Total Reimbursables	1.15 times	914.80		1,052.02
		Total this Invoice		\$1,052.02

Outstanding Invoices

Number	Date	Balance
0058188	3/31/07	37.95
0060613	6/30/07	802.95
0061623	7/31/07	167.28
0062600	8/31/07	261.69
0063683	9/30/07	492.95
Total		1,762.82

All Invoices are due and payable within 30 days of Invoice date.

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

November 30, 2007

Project No: 20030809.00

Invoice No: 0065094

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.00 MURRIETA 180

Professional Services from October 20, 2007 to November 16, 2007**Fee**

Billing Phase	Fee	Percent Complete	Earned	Current Fee Billing
CONCEPTUAL DESIGN	10,000.00	100.00	10,000.00	0.00
SITE PLANNING	15,000.00	100.00	15,000.00	0.00
SCHEMATIC DESIGN	10,000.00	100.00	10,000.00	0.00
DESIGN DEVELOPMENT	25,000.00	100.00	25,000.00	0.00
CONSTRUCTION DOCS	30,000.00	100.00	30,000.00	0.00
CONSTRUCTION ADMIN	10,000.00	0.00	0.00	0.00
STRUCTURAL	45,770.00	100.00	45,770.00	0.00
MECHANICAL	13,800.00	100.00	13,800.00	0.00
ELECTRICAL	16,272.00	100.00	16,272.00	0.00
PLUMBING	17,250.00	100.00	17,250.00	0.00
Total Fee	193,092.00		183,092.00	0.00
		Previous Fee Billing	183,092.00	
		Total Fee		0.00

Consultants

Electrical Consultant

Total Consultants

1,500.00
1.1 times 1,500.00 1,650.00

Reimbursable Expenses

In-House Plotting

Total Reimbursables

3.75
1.15 times 3.75 4.31

Total this Invoice \$1,654.31**Outstanding Invoices**

Number	Date	Balance
0058188	3/31/07	37.95
0060613	6/30/07	802.95

0061623	7/31/07	167.28
0062600	8/31/07	261.69
0063683	9/30/07	492.95
0064545	10/31/07	1,052.02
Total		2,814.84

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

July 31, 2007

Project No: 20030809.07

Invoice No: 0061624

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.07 MURRIETA 180

Revise mailbox kiosk location.

Professional Services from June 16, 2007 to July 13, 2007**Professional Personnel**

	Hours	Rate	Amount
PROFESSIONALS	7.00	125.00	875.00
Totals	7.00		875.00
Total Labor			875.00

Total this Invoice \$875.00

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

August 31, 2007

Project No: 20030809.07

Invoice No: 0062601

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.07 MURRIETA 180

Revise mailbox kiosk location.

Professional Services from July 14, 2007 to August 17, 2007**Professional Personnel**

	Hours	Rate	Amount	
PROFESSIONALS	2.00	125.00	250.00	
Totals	2.00		250.00	
Total Labor				250.00

Total this Invoice \$250.00**Outstanding Invoices**

Number	Date	Balance
0061624	7/31/07	875.00
Total		875.00

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

July 31, 2007

Project No: 20030809.08

Invoice No: 0061625

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.08 MURRIETA 180

Removal of fire doors in building corridors per the direction of Cameo Homes. Revise all affected sheets (i.e. sections, dimensions). Coordinate changes with consultants.

Professional Services from June 16, 2007 to July 13, 2007**Fee**

Total Fee 8,200.00

Percent Complete 75.00

Total Earned 6,150.00

Previous Fee Billing 4,100.00

Current Fee Billing 2,050.00

Total Fee 2,050.00**Total this Invoice \$2,050.00**

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

August 31, 2007

Project No: 20030809.08

Invoice No: 0062602

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.08 MURRIETA 180

Removal of fire doors in building corridors per the direction of Cameo Homes. Revise all affected sheets (i.e. sections, dimensions). Coordinate changes with consultants.

Professional Services from July 14, 2007 to August 17, 2007**Fee**

Total Fee	8,200.00		
Percent Complete	85.00	Total Earned	6,970.00
		Previous Fee Billing	6,150.00
		Current Fee Billing	820.00
		Total Fee	820.00
		Total this Invoice	\$820.00

Outstanding Invoices

	Number	Date	Balance
	0061625	7/31/07	2,050.00
	Total		2,050.00

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

November 30, 2007

Project No: 20030809.08

Invoice No: 0065095

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.08 MURRIETA 180

Removal of fire doors in building corridors per the direction of Cameo Homes. Revise all affected sheets (i.e. sections, dimensions). Coordinate changes with consultants.

Professional Services from October 20, 2007 to November 16, 2007**Fee**

Total Fee	8,200.00		
Percent Complete	90.00	Total Earned	7,380.00
		Previous Fee Billing	6,970.00
		Current Fee Billing	410.00
		Total Fee	410.00
		Total this Invoice	\$410.00

Outstanding Invoices

	Number	Date	Balance
	0061625	7/31/07	2,050.00
	0062602	8/31/07	820.00
	Total		2,870.00

Project Manager Amy Nguyen

Team 14

KTGY GROUP, INC.

Architecture

Planning

17992 Mitchell South

Irvine, California 92614

949/851-2133 FAX 949/851-5156

January 1, 2008

Project No: 20030809.08

Invoice No: 0065744

CAMEO HOMES
VIC MAHONY
1105 QUAIL STREET
NEWPORT BEACH, CA 92660
*LR

Project 20030809.08 MURRIETA 180

Removal of fire doors in building corridors per the direction of Cameo Homes. Revise all affected sheets (i.e. sections, dimensions). Coordinate changes with consultants.

Professional Services from November 17, 2007 to December 14, 2007**Fee**

Total Fee	8,200.00		
Percent Complete	100.00	Total Earned	8,200.00
		Previous Fee Billing	7,380.00
		Current Fee Billing	820.00
		Total Fee	820.00
		Total this Invoice	\$820.00

Outstanding Invoices

	Number	Date	Balance
	0061625	7/31/07	2,050.00
	0062602	8/31/07	820.00
	0065095	11/30/07	410.00
	Total		3,280.00
Project Manager	Amy Nguyen		

Team 14

RECEIVED
SEP 13 1966
RTG

The exceptions to this deadline for filing proofs of claim or interest are (1) claims arising from rejection of executory contracts or unexpired leases, (2) claims of governmental units, and (3) claims arising as the result of transfer avoidance pursuant to chapter 5 of the Bankruptcy Code.

For claims arising from rejection of executory contracts or unexpired leases pursuant to 11 U.S.C. § 365, the last day to file a proof of claim is (a) 30 days after the date of entry of the order authorizing the rejection, or (b) November 11, 2008, whichever is later.

For claims of "governmental units," as that term is defined in 11 U.S.C. § 101(27), proofs of claim are timely filed if filed: (a) before 180 days after the date of the Order for Relief, or (b) by November 11, 2008, whichever is later. 11 U.S.C. § 502(b)(9) (2006).

For claims arising from the avoidance of a transfer under chapter 5 of the Bankruptcy Code, the last day to file a proof of claim is (a) 30 days after the entry of judgment avoiding the transfer, or (b) November 11, 2008, whichever is later.

To assist you in ascertaining the amount of your claim, as scheduled by the Debtors, the Debtors' Schedules (including any amendments thereto) are on file with the Bankruptcy Court for the Central District of California (Santa Ana Division) and are available for inspection between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday (excluding holidays). The Bankruptcy Court is located at 411 West Fourth Street, Suite 2030, Santa Ana, CA 92701.¹

If your claim is based upon any writing, you must attach copies of any and all such writings to the proof of claim or provide an adequate explanation of your inability to do so. Failure to do so will render your claim incomplete and invalid and subject to an objection and disallowance.

The original proof of claim must be filed (so to be actually received) by the deadlines set forth above. The original proof of claim must be filed with the clerk of the United States Bankruptcy Court, located at 411 West Fourth Street, Suite 9041, Santa Ana, CA 92701. A proof of claim shall not be deemed timely filed unless the original of such proof of claim is actually received by the Court by the Bar Date. The Court will not accept proofs of claim transmitted via facsimile or telecopy.

FAILURE OF A CREDITOR TO TIMELY FILE A PROOF OF CLAIM ON OR BEFORE THE BAR DATE MAY RESULT IN DISALLOWANCE OF THE CLAIM OR SUBORDINATION UNDER THE TERMS OF A PLAN WITHOUT FURTHER NOTICE OR HEARING. 11 U.S.C. § 502(b)(9) (2006). Creditors may wish to consult an attorney to protect their rights.

PLEASE TAKE FURTHER NOTICE that a Proof of Claim form is attached hereto.

Dated: September 12, 2008.

IRELL & MANELLA LLP

By: /s/ Kerri A. Lyman

Kerri A. Lyman

Attorneys for James C. Gianulias, Debtor and Debtor-in-Possession

Dated: September 12, 2008.

WINTHROP COUCHOT PC

By: /s/ Paul J. Couchot

Paul J. Couchot

Attorneys for Cameco Homes, Debtor and Debtor-in-Possession

Date of Service of this Notice: September 12, 2008.

¹ The Schedules may also be viewed at <http://www.bmcgroup.com/restructuring/geninfo.aspx?ClientID=156>.

Central District Of California Claims Register

8:08-bk-13150-RK James C Gianulias CASE CONVERTED on 07/02/2008

Judge: Robert N. Kwan


Chapter: 11

Office: Santa Ana

Last Date to file claims: 11/12/2008

Trustee:

Last Date to file (Govt):

<i>Creditor:</i> (20818882) KTGY Group Inc 17992 Mitchell S Irvine, CA 92614	Claim No: 9 <i>Filed:</i> 09/22/2008 <i>Entered:</i> 09/26/2008	<i>Status:</i> <i>Filed by:</i> CR <i>Entered by:</i> Daniels, Sally <i>Modified:</i>
Unsecured claimed: \$227462.76 Total claimed: \$227462.76		
<i>History:</i>  9-1 09/22/2008 Claim #9 filed by KTGY Group Inc , total amount claimed: \$227462.76 (Daniels, Sally)		
<i>Description:</i>		
<i>Remarks:</i>		

Claims Register Summary