

1 2001 on account of the normal April 2001 distribution which is awarded to
2 Respondent. Upon execution of this Judgment, Petitioner shall pay Respondent
3 \$7,500.

4 15. TAX BASIS

5 By this Judgment, Respondent and Petitioner intend to effect an equal
6 partition and division of their community and co-owned property. The tax basis of
7 each asset divided by this Judgment has not changed and will not change by reason
8 of this division and neither party shall seek a new tax basis for any asset. If either
9 party seeks a new basis for any asset and there is asserted against the other party
10 additional federal or state taxes on the ground that any disposition of assets under
11 this Judgment was a taxable event, the party seeking the new basis shall indemnify
12 the other party and hold the other party harmless from all costs, expenses and
13 liabilities, including but not limited to taxes, attorneys and accountants fees.

14 16. DISCLAIMER OF REPRESENTATION RE VALUE

15 The parties have acquired various personal and real properties of
16 speculative value. It is understood by the parties that neither party makes any
17 representations to the other as to the value of any property, community or separate,
18 and each party relies upon his or her own investigation and judgment with respect
19 to the value of all property.

20 17. LIABILITY ON PRIOR TAX RETURNS

21 a. Each party shall pay fifty percent (50%) of all tax liabilities,
22 penalties, interest, and expenses (including accounting and legal fees) relating to
23 any tax liabilities asserted by federal, state or local taxing authorities arising out of
24 any review of the parties personal income tax returns for any period when they filed
25 joint returns. Each party shall, however, be solely responsible for any tax liability
26 or expenses resulting from unreported income known only to and solely benefitting
27 that party, and said benefitted party shall indemnify and defend the other party and
28 hold that party harmless in connection with such tax liability.

JUDGMENT ON RESERVED ISSUES

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Page 44

b. A party shall reimburse the other party for all damages and costs incurred as a result of a party's failure to abide by the terms of this paragraph, including reasonable attorneys' fees, costs, and accountant's fees, whether incurred in defending an action by the taxing authorities or in enforcing the provisions of this paragraph.

18. TAX DOCUMENTATION

a. Each party shall forward to the other a copy of any tax deficiency notice or other correspondence or documentation received from any federal, state or local taxing authority relating to any joint returns. Each party agrees to cooperate fully with the other and to execute any document reasonably requested by the other, and to furnish information and testimony with respect to any tax liability asserted by taxing authorities on any joint return.

b. A party shall reimburse the other party for all damages and costs incurred as a result of a party's failure to abide by the terms of this Section, including reasonable attorneys' fees, costs, and accountants' fees, whether incurred in defending an action by the taxing authorities or in enforcing the provisions of this Section.

19. LIABILITY ON INDIVIDUAL TAX RETURNS

Except as otherwise provided in this Judgment, for any tax year in which the parties do not file joint tax returns, each party shall be responsible for and shall indemnify and hold the other party harmless from any taxes, penalties or interest due in connection with their respective individual returns.

20. TAX LIABILITIES ON COMMUNITY PROPERTY ASSETS DURING YEARS IN WHICH INDIVIDUAL RETURNS WERE FILED OR YEARS IN WHICH INDIVIDUAL RETURNS WILL BE FILED

a. Each party shall report on their respective individual state and federal income tax return one-half (1/2) of all taxable income, distributions or other consequences of any type whatsoever associated with any community property asset

JUDGMENT ON RESERVED ISSUES

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1 for all tax years up to and including the tax year ending December 31, 2000. Each
2 party shall pay all of the taxes, penalties or interest associated with any community
3 property asset and the reporting required by this paragraph on their individual
4 return for the years specified. Each party shall indemnify the other and hold the
5 other free and harmless from their respective share of the liability for taxes,
6 penalties or interest provided for herein.

7 b. Each party shall pay fifty percent (50%) of all tax liabilities,
8 penalties, interest and expenses (including accounting and legal fees) relating to any
9 tax liabilities associated with any community property asset asserted by federal,
10 state or local taxing authorities arising out of any review of the parties' respective
11 individual income tax returns for tax years to and including the year ending
12 December 31, 2000. For the period January 1, 2001 and forward, the party to
13 whom any asset has been awarded shall be solely responsible for the taxes on such
14 asset.

15 c. A party shall reimburse the other party for all damages and costs
16 incurred as a result of a party's failure to abide by the terms of this section,
17 including reasonable attorneys' fees, costs and accountants' fees whether incurred
18 in defending an action by the taxing authorities or in enforcing the provisions of
19 this section. If a dispute arises, the Superior Court reserves jurisdiction to resolve
20 any such dispute.

21 21. REPORTING OF INCOME AND INDEMNITY

22 It shall be each party's responsibility to report all income (or other
23 taxable consequence) to the taxing authorities in a manner consistent with the terms
24 of this Judgment. In the event that either party reports income or deductions or
25 treats the division of property in a manner inconsistent with the terms of the
26 Judgment, that party shall indemnify the other party for attorneys fees, accountants
27 fees and costs of litigation in defending the reporting required by this Judgment
28 against the other party or taxing authorities. In addition, each party shall indemnify

JUDGMENT ON RESERVED ISSUES

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the other for taxes, interest, penalties and other assessments arising as a result of the reporting of income (or the treating of the division of property) in a manner inconsistent with the terms of this Judgment. This paragraph shall apply to all forms of tax returns required by any governmental agency.

22. LOSSES

Each party shall be awarded one-half of any personal net operating loss carry forward as reported on the last joint state and federal income tax returns filed by the parties. Each party shall, upon reasonable request, provide to the other party or their certified public accountant information needed to facilitate the division of personal net operating loss carry forward called for by this paragraph.

Any accumulated passive activity losses shall be awarded to the party receiving the property or entity to which such accumulated passive activity losses relate.

23. HOLD HARMLESS PROVISION

In the event that a party to this Judgment is required to pay and hold the other party harmless from some debt, and the party fails to hold the other party harmless from the debt, then the other party may pay some or all of the debt and the sum paid by such other party shall be deemed thereupon immediately due and payable by the failing party to such other party, and the balance of such sum from time to time outstanding shall bear interest at the rate of ten percent (10%) per annum from the date paid by such other party until the other party is fully reimbursed by the failing party. A party shall not, however, pay such a debt without first advising the other in writing of their intention to do so and waiting seven (7) days from the date the notice is given. Furthermore, the rights provided for in this paragraph shall not be allowed with regard to any claim or demand as to which within the seven (7) day period a party represents in a writing delivered to the other party that a legal defense exists, unless and until the asserted legal defense is decided or settled adversely to that party. This remedy is declared to be cumulative

JUDGMENT ON RESERVED ISSUES

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1 of the rights at law of the other party, and not exclusive.

2 24. PENDENTE LITE ORDERS

3 All pendente lite orders issued by the Superior Court of the State of
4 California in and for the County of Orange, Case Number 95D003724, have been
5 satisfied and are superseded by this Judgment.

6 25. PAYMENT OF ATTORNEYS FEES AND COSTS

7 Respondent and Petitioner shall each pay their own attorneys' fees,
8 accounting fees, expert witness fees and other costs incurred thus far in this
9 dissolution of marriage proceeding.

10 26. WARRANTY RE FULL DISCLOSURE OF COMMUNITY ASSETS

11 Respondent and Petitioner warranty to one another and represent that
12 they have fully disclosed and identified in this Judgment all community property
13 assets presently in existence and known to them.

14 27. RESERVATION OF JURISDICTION

15 In this Judgment, there is reserved to the Orange County Superior
16 Court, in addition to the jurisdiction specifically mentioned elsewhere in this
17 Judgment, the jurisdiction to:

18 (a) Enforce the payment of any obligation ordered paid or allocated
19 in this Judgment.

20 (b) Enforce the division of assets as agreed in this Judgment.

21 (c) Enforce the execution of any documents required or reasonably
22 necessary to carry out the terms of this Judgment.

23 (d) Enforce the overall enforcement of this Judgment.

24 (e) Resolve any disputes between the parties with respect to claimed
25 defaults by Respondent in payment of obligations pursuant to paragraph 10.b. of
26 this Judgment.

27 28. WAIVERS

28 The parties waive a statement of decision, the right to a new trial, the

JUDGMENT ON RESERVED ISSUES

SEBwls/gianulias/JudResIssues/101901

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EXHIBIT 1, PAGE 31



Exhibit C
Page 48

1 right to petition for a rehearing, the right to appeal and any rights under the
2 Soldiers' and Sailors' Civil Relief Act of 1940, as amended.

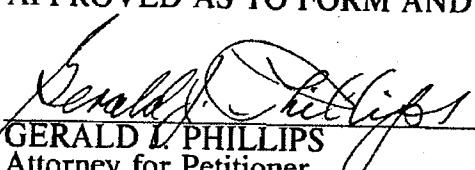
3 29. COBRA COVERAGE

4 Respondent shall not interfere with Petitioner's efforts to claim
5 COBRA insurance benefits and/or conversion coverage from Mesa Management.
6 Respondent does not represent or warrant Petitioner is entitled to any such benefits.
7 Respondent will cooperate as may be appropriate but shall have no financial
8 responsibility with respect to such insurance.

9 DATED: DEC 03 2001

10  
11 JUDGE/COMMISSIONER OF THE
12 SUPERIOR COURT
13 COMMISSIONER DAVID S. WEINBERG

14 APPROVED AS TO FORM AND CONTENT:

15 
16 GERALD L. PHILLIPS
17 Attorney for Petitioner
18
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JUDGMENT ON RESERVED ISSUES

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I hereby certify the foregoing document consisting of _____ page(s),
is a true and correct copy of the original on file in this court.

DEC 21 2007

ATTEST: (DATE) _____
ALAN SLATER, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY _____, DEPUTY
HEDIEH SABET

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EXHIBIT 2

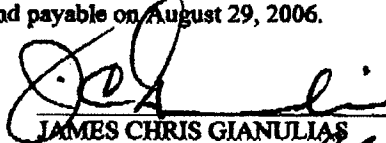
AMENDMENT
TO
MARITAL SETTLEMENT AGREEMENT #1

The parties hereto enter into this Amendment and Accommodation and make it effective as of April 30, 2006 (the Maturity Date of the Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the MARITAL SETTLEMENT AGREEMENT entered into April 30, 2001 as follows:

1. Paragraph 13(B)(1) is amended to extend the Maturity Date from April 30, 2006 to August 29, 2006.
2. All other provisions of the original Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, payable on the 1st of each month, beginning on June 1, 2006, with the final interest payment due on August 29, 2006. Please refer to attached Exhibit A.
4. Entire principal balance of \$6,000,000, along with current interest due as referenced in Item 2 is due and payable on August 29, 2006.

DATED: 4-17-06


JAMES CHRIS GIANULIAS

DATED: April 14, 2006


MARILYN GIANULIAS

AMENDMENT NUMBER 2
TO
MARITAL SETTLEMENT AGREEMENT

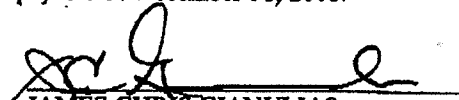

The parties hereto enter into this Amendment and Accommodation and make it effective as of August 29, 2006 (the Maturity Date of the Amendment to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT TO MARITAL SETTLEMENT AGREEMENT entered into during April 2006 as follows:

1. Paragraph 1 is amended to extend the Maturity Date from August 29, 2006 to December 31, 2006.
2. All other provisions of the original Marital Settlement Agreement and Amendment to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, payable on the 1st of each month, beginning on October 1, 2006, with the final interest payment due on December 31, 2006. Please refer to attached Exhibit A.
4. Entire principal balance of \$6,000,000, along with current interest due as referenced in Item 2 is due and payable on December 31, 2006.

DATED: 8/31/06

DATED: Aug. 16, 2006


JAMES CHRIS GIANULIAS

MARILYN GIANULIAS

AMENDMENT NUMBER 3
TO
MARITAL SETTLEMENT AGREEMENT

The parties hereto enter into this Amendment and Accommodation and make it effective as of December 31, 2006 (the Maturity Date of Amendment Number 2 to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT NUMBER 2 TO MARITAL SETTLEMENT AGREEMENT entered into during April 2006 as follows:

1. Paragraph 1 is amended to extend the Maturity Date from December 31, 2006 to March 31, 2007. Parties agree that on March 31, 2007, JAMES guarantees full and final payment of all interest and principal to MARILYN. It is also understood and agreed that JAMES has the option of making up to three (3) payments towards outstanding balance prior to this time. The source of payment from JAMES to MARILYN will be from available cash flow.
2. All other provisions of the original Marital Settlement Agreement, Amendment to Marital Settlement Agreement, and Amendment Number 2 to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, payable on the 1st of each month, beginning on February 1, 2007, with the final interest payment due on March 31, 2006. Please refer to attached Exhibit A.
4. Entire principal balance of \$6,000,000, along with current interest due as referenced in Item 2 is due and payable on March 31, 2007.

DATED: 12/26/06

DATED: 12/26/06

JAMES CHRIS GIANULIAS

MARILYN GIANULIAS

EXHIBIT 2, PAGE 36

N/P JCG - TO MARILYN

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12/27/06 9:40 AM

		INTEREST RATE		10%					
		Interest calculated on payoff amount							
		TRANSACTION							
		TYPE							
		ADV" "PAY"							
		AMOUNT OF							
		ADVANCE OR							
		(PAYDOWN)							
		APPLIED							
		TO INTEREST							
		APPLIED TO							
		PRINCIPAL							
		PRINCIPAL							
		BALANCE							
		INTEREST							
		BALANCE							
		PAYOFF							
		AMOUNT							
DATE	DESCRIPTION (CK NBR, Etc)	"ADV" "PAY" "INT"	AMOUNT OF ADVANCE OR (PAYDOWN)	APPLIED TO INTEREST	APPLIED TO PRINCIPAL	PRINCIPAL BALANCE	INTEREST BALANCE	PAYOFF AMOUNT	
30-Apr-06	Beginning Bal	ADV	6,000,000.00			6,000,000.00	-	6,000,000.00	
1-Jun-06		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33	
1-Jun-06		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00	
1-Jul-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00	
1-Jul-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	0.00	6,000,000.00	
1-Aug-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67	
1-Aug-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	0.00	6,000,000.00	
29-Aug-06		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67	
29-Aug-06		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	-	6,000,000.00	
1-Oct-06		INT		55,000.00	-	6,000,000.00	55,000.00	6,055,000.00	
1-Oct-06		PAY	(55,000.00)	(55,000.00)	-	6,000,000.00	(0.00)	6,000,000.00	
1-Nov-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67	
1-Nov-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	-	6,000,000.00	
1-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00	
1-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00	
31-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00	
31-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00	
1-Feb-07		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33	
1-Feb-07		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00	
1-Mar-07		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67	
1-Mar-07		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	0.00	6,000,000.00	
31-Mar-07		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00	
31-Mar-07		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	0.00	6,000,000.00	

AMENDMENT NUMBER 4 *CPs*
TO
MARITAL SETTLEMENT AGREEMENT

The parties hereto enter into this Amendment and Accommodation and make it effective as of March 31, 2007 (the Maturity Date of Amendment Number 3 to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT NUMBER 3 TO MARITAL SETTLEMENT AGREEMENT entered into during December 2006 as follows:

1. Paragraph 1 is amended to extend the Maturity Date from March 31, 2007 to August 1, 2007. Parties agree that as of the date of this Agreement, the outstanding principal balance is \$6 million. Parties agree that on August 1, 2007, JAMES guarantees full and final payment of all interest and principal to MARILYN.
 - It is also understood and agreed that JAMES will make a \$1 million payment towards the principal balance by April 2, 2007. Another \$1 million payment will be made by JAMES upon the successful close of the Murrieta 180 escrow.
2. All other provisions of the original Marital Settlement Agreement, Amendment to Marital Settlement Agreement, Amendment Number 2, and Amendment Number 3 to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$6,000,000, or remaining principal balance, payable on the 1st of each month, beginning on April 2, 2007, with the final interest payment due on August 1, 2007. Please refer to attached Exhibit A.
4. Entire remaining principal balance, along with current interest due as referenced in Item 2 is due and payable on August 1, 2007.

DATED: 3/20/07

J. Chris Gianulias
JAMES CHRIS GIANULIAS

DATED: 3/20/07

Marilyn Gianulias
MARILYN GIANULIAS

EXHIBIT 2, PAGE 38

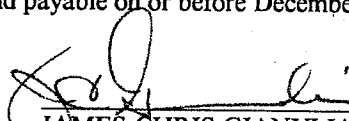
AMENDMENT NUMBER 5
TO
MARITAL SETTLEMENT AGREEMENT

The parties hereto enter into this Amendment and Accommodation and make it effective as of August 1, 2007 (the Maturity Date of Amendment Number 4 to Marital Settlement Agreement). The parties to this Amendment are MARILYN GIANULIAS, hereinafter referred to as "MARILYN," and JAMES CHRIS GIANULIAS, hereinafter referred to as "JAMES."

The parties hereby voluntarily and mutually agree to amend the AMENDMENT NUMBER 4 TO MARITAL SETTLEMENT AGREEMENT entered into during March 2007 follows:

1. Paragraph 1 is amended to extend the Maturity Date from August 1, 2007 to December 31, 2007. Parties agree that on or before December 31, 2007, JAMES guarantees full and final payment of all interest and principal to MARILYN. It is also understood and agreed that JAMES will make a \$1 million payment towards the principal balance by August 15, 2007.
2. All other provisions of the original Marital Settlement Agreement, Amendment to Marital Settlement Agreement, Amendment Number 2, Amendment Number 3, and Amendment Number 4 to Marital Settlement Agreement will remain in force.
3. JAMES agrees to pay MARILYN interest of 10% per annum on the outstanding principal balance of \$5,000,000, payable on the 1st of each month, beginning on August 1, 2007, with the final interest payment due on December 31, 2007. Please refer to attached Exhibit A.
4. Entire principal balance of \$5,000,000, along with current interest due as referenced in Item 2 is due and payable on or before December 31, 2007.

DATED: 7/31/07


JAMES CHRIS GIANULIAS

DATED: 8/1/07


MARILYN GIANULIAS

EXHIBIT 2, PAGE 39

N/P JCG - TO MARILYN

G:\CAMEO\CAMEOExcel\NOTES RECEIVABLE\NOTES RECEIVABLE MARILYN.xls\Worksheet

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		INTEREST RATE <u>10%</u>		Interest calculated on payoff amount					
		TRANSACTION							
DATE	DESCRIPTION (CK NBR, Etc)	TYPE "ADV" "PAY" "INT"	AMOUNT OF ADVANCE OR (PAYDOWN)	APPLIED TO INTEREST	APPLIED TO PRINCIPAL	PRINCIPAL BALANCE	INTEREST BALANCE	PAYOFF AMOUNT	
30-Apr-06	Beginning Bal	ADV	6,000,000.00			6,000,000.00	-	6,000,000.00	
1-Jun-06		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33	
1-Jun-06		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00	
1-Jul-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00	
1-Jul-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	0.00	6,000,000.00	
1-Aug-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67	
1-Aug-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	0.00	6,000,000.00	
29-Aug-06		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67	
29-Aug-06		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	-	6,000,000.00	
1-Oct-06		INT		55,000.00	-	6,000,000.00	55,000.00	6,055,000.00	
1-Oct-06		PAY	(55,000.00)	(55,000.00)	-	6,000,000.00	(0.00)	6,000,000.00	
1-Nov-06		INT		51,666.67	-	6,000,000.00	51,666.67	6,051,666.67	
1-Nov-06		PAY	(51,666.67)	(51,666.67)	-	6,000,000.00	-	6,000,000.00	
1-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00	
1-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00	
31-Dec-06		INT		50,000.00	-	6,000,000.00	50,000.00	6,050,000.00	
31-Dec-06		PAY	(50,000.00)	(50,000.00)	-	6,000,000.00	-	6,000,000.00	
1-Feb-07		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33	
1-Feb-07		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00	
1-Mar-07		INT		46,666.67	-	6,000,000.00	46,666.67	6,046,666.67	
1-Mar-07		PAY	(46,666.67)	(46,666.67)	-	6,000,000.00	0.00	6,000,000.00	
2-Apr-07		INT		53,333.33	-	6,000,000.00	53,333.33	6,053,333.33	
2-Apr-07		PAY	(53,333.33)	(53,333.33)	-	6,000,000.00	0.00	6,000,000.00	
2-Apr-07		PAY	(1,000,000.00)	(0.00)	(1,000,000.00)	5,000,000.00	-	5,000,000.00	
1-May-07		INT		40,277.78	-	5,000,000.00	40,277.78	5,040,277.78	
1-May-07		PAY	(40,277.78)	(40,277.78)	(0.00)	5,000,000.00	-	5,000,000.00	
4-Jun-07		INT		47,222.22	-	5,000,000.00	47,222.22	5,047,222.22	
4-Jun-07		PAY	(47,222.22)	(47,222.22)	-	5,000,000.00	0.00	5,000,000.00	
1-Jul-07		INT		37,500.00	-	5,000,000.00	37,500.00	5,037,500.00	
1-Jul-07		PAY	(37,500.00)	(37,500.00)	-	5,000,000.00	0.00	5,000,000.00	
1-Aug-07		INT		43,055.56	-	5,000,000.00	43,055.56	5,043,055.56	
1-Aug-07		PAY	(43,055.56)	(43,055.56)	(0.00)	5,000,000.00	-	5,000,000.00	
15-Aug-07		PAY	(1,000,000.00)	-	(1,000,000.00)	4,000,000.00	-	4,000,000.00	
1-Sep-07		INT		18,888.89	-	4,000,000.00	18,888.89	4,018,888.89	
1-Sep-07		PAY	(18,888.89)	(18,888.89)	(0.00)	4,000,000.00	-	4,000,000.00	
1-Oct-07		INT		33,333.33	-	4,000,000.00	33,333.33	4,033,333.33	
1-Oct-07		PAY	(33,333.33)	(33,333.33)	-	4,000,000.00	0.00	4,000,000.00	
1-Nov-07		INT		34,444.44	-	4,000,000.00	34,444.44	4,034,444.44	
1-Nov-07		PAY	(34,444.44)	(34,444.44)	(0.00)	4,000,000.00	-	4,000,000.00	
1-Dec-07		INT		33,333.33	-	4,000,000.00	33,333.33	4,033,333.33	
1-Dec-07		PAY	(33,333.33)	(33,333.33)	-	4,000,000.00	0.00	4,000,000.00	
31-Dec-07		PAY	(4,000,000.00)	(0.00)	(4,000,000.00)	(0.00)	-	(0.00)	

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G

October 17, 2007

Marilyn Gianulias-Robbins
4515 Brighton Road
Corona del Mar, CA 92625

Re: Marital Settlement Agreement

Dear Marilyn:

In regards to our Marital Settlement Agreement that was executed on April 20, 2001, the purpose of this letter is to confirm the currently outstanding principal balance for the equalizing payment pursuant to Section 13(B)(1).

Of the original equalizing payment due to you, a balance of \$4,200,000 remains. This amount is calculated as follows:

Balance remaining on equalizing payment at expiration of Marital Settlement Agreement (4/30/06)	\$6,000,000
April 2, 2007 payment	(\$1,000,000)
October 15, 2007 payment	(\$ 800,000)
Balance Due	\$4,200,000

Please let me know if you should have any questions. I appreciate your consideration in the repayment of this debt to you.

Regards,

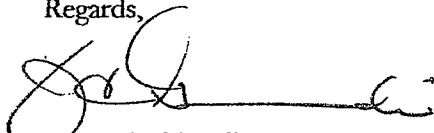

James C. Gianulias

EXHIBIT 2, PAGE 41

G
C O M P A N I E S

CAMEO HOMES | MESA MANAGEMENT | SILVER OAKS COMMUNITIES | LEVENDI ESTATES WINERY | G COMPANIES CONSTRUCTION

1105 QUAIL STREET | NEWPORT BEACH | CALIFORNIA 92660 | PHONE: 949.955.3832 | FAX: 949.250.8574

Exhibit
Page

C
59

EXHIBIT 3

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state, number, and address): Penelope Parmes (State Bar No. 104774) RUTAN & TUCKER, LLP 611 Anton Blvd., 14 th Floor Costa Mesa, California 92626		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE LAMOREAUX JUSTICE CENTER DEC 20 2007 ALAN SLATER, Clerk of the Court BY: <u>R. GONZALEZ</u> , DEPUTY
TELEPHONE NO.: (714) 641-5100 ATTORNEY FOR (Name): Marilyn Hester Gianulias	FAX NO.: (714) 546-9035	
NAME OF COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 341 The City Drive MAILING ADDRESS: Post Office Box 14170 CITY AND ZIP CODE: Orange, California 92613 BRANCH NAME: Family Law Division		
PLAINTIFF: MARILYN HESTER GIANULIAS DEFENDANT: JAMES CHRIS GIANULIAS		
APPLICATION AND ORDER FOR APPEARANCE AND EXAMINATION <input checked="" type="checkbox"/> ENFORCEMENT OF JUDGMENT <input type="checkbox"/> ATTACHMENT (Third Person) <input checked="" type="checkbox"/> Judgment Debtor <input type="checkbox"/> Third Person		
JUDGE FREDERICK P. AGUIRRE DEPUTY <u>11/10</u> CASE NUMBER 95D 003724		

ORDER TO APPEAR FOR EXAMINATION

1. TO (name): JAMES CHRIS GIANULIAS
2. YOU ARE ORDERED TO APPEAR personally before this court, or before a referee appointed by the court, to
 - a. ☒ furnish information to aid in enforcement of a money judgment against you.
 - b. ☐ answer concerning property of the judgment debtor in your possession or control or concerning a debt you owe the judgment debtor.
 - c. ☐ answer concerning property of the defendant in your possession or control or concerning a debt you owe the defendant that is subject to attachment.

Date: February 5, 2008	Time: 8:30 a.m.	Dept. or Div.: L69	Rm.:
Address of court <input checked="" type="checkbox"/> shown above <input type="checkbox"/> is:			

3. This order may be served by a sheriff, marshal, registered process server, or the following specially appointed person (name):

Date: DEC 20 2007

JUDGE FRANCISCO E. FIRMAT
JUDGE OR REFEREE

This order must be served not less than 10 days before the date set for the examination.

IMPORTANT NOTICES ON REVERSE

APPLICATION FOR ORDER TO APPEAR FOR EXAMINATION

4. ☒ Judgment creditor ☐ Assignee of record ☐ Plaintiff who has a right to attach order
applies for an order requiring (name): James Chris Gianulias to appear and furnish information to aid in enforcement of the money judgment or to answer concerning property or debt.
5. The person to be examined is
 - a. ☒ the judgment debtor.
 - b. ☐ a third person (1) who has possession or control of property belonging to the judgment debtor or the defendant or (2) who owes the judgment debtor or the defendant more than \$250. An affidavit supporting this application under Code of Civil Procedure section 491.110 or 708.120 is attached.
6. The person to be examined resides or has a place of business in this county or within 150 miles of the place of examination.
7. ☐ This court is not the court in which the money judgment is entered or (attachment only) the court that issued the writ of attachment. An affidavit supporting an application under Code of Civil Procedure section 491.150 or 708.160 is attached.
8. ☐ The judgment debtor has been examined within the past 120 days. An affidavit showing good cause for another examination is attached.

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

Date: December 20, 2007

Penelope Parmes

(TYPE OR PRINT NAME)

(Continued on reverse)

(SIGNATURE OF DECLARANT)

APPEARANCE OF JUDGMENT DEBTOR (ENFORCEMENT OF JUDGMENT)

NOTICE TO JUDGMENT DEBTOR If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

**APPEARANCE OF A THIRD PERSON
(ENFORCEMENT OF JUDGMENT)**

(1) NOTICE TO PERSON SERVED If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the judgment creditor in this proceeding.

(2) NOTICE TO JUDGMENT DEBTOR The person in whose favor the judgment was entered in this action claims that the person to be examined pursuant to this order has possession or control of property which is yours or owes you a debt. This property or debt is as follows *(Describe the property or debt using typewritten capital letters)*:

If you claim that all or any portion of this property or debt is exempt from enforcement of the money judgment, you must file your exemption claim in writing with the court and have a copy personally served on the judgment creditor not later than three days before the date set for the examination. You must appear at the time and place set for the examination to establish your claim of exemption or your exemption may be waived.

APPEARANCE OF A THIRD PERSON (ATTACHMENT)

NOTICE TO PERSON SERVED If you fail to appear at the time and place specified in this order, you may be subject to arrest and punishment for contempt of court, and the court may make an order requiring you to pay the reasonable attorney fees incurred by the plaintiff in this proceeding.

**APPEARANCE OF A CORPORATION, PARTNERSHIP,
ASSOCIATION, TRUST, OR OTHER ORGANIZATION**

It is your duty to designate one or more of the following to appear and be examined: officers, directors, managing agents, or other persons who are familiar with your property and debts.

EXHIBIT 3, PAGE 43

EXHIBIT 4

Case 8:08-bk-13150-RK Claim 24-1 Filed 11/07/08 Desc Main Document Page 49
of 56

RECORDING REQUESTED BY
PHILLIPS, WHISNANT, GAZIN &
GORCZYCA, LLP

WHEN RECORDED MAIL TO
NAME PHILLIPS, WHISNANT, GAZIN
& GORCZYCA, LLP
MAILING 230 Newport Center Dr
ADDRESS Third Floor

CITY, STATE Newport Beach, CA
ZIP CODE 92660

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

210.00

2007000744965 03:56pm 12/20/07

106 207 J02 69

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TITLE(S)

Certified copy of Judgment on Reserved Issues

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EXHIBIT 4, PAGE 44

Legal
Solutions
Co. Plus LS-201

Exhibit 4
Page 44

Case 8:08-bk-13150-RK Claim 24-1 Filed 11/07/08 Desc Main Document Page 50
of 56

DOC # 2007-0764642

12/26/2007 08:00A Fee:88.00

Page 1 of 28

Recorded in Official Records

County of Riverside

Larry W. Ward

Assessor, County Clerk & Recorder



RECORDING REQUESTED BY:

Penelope Parmes, Esq.

Rutan & Tucker, LLP

WHEN RECORDED MAIL TO:

Name Penelope Parmes, Esq.

Address 611 Anton Blvd., 14th Floor

City Costa Mesa

State, Zip CA 92626

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Judgment

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89
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043

PLEASE COMPLETE THIS INFORMATION

Case 8:08-bk-13150-RK Claim 21-1

Filed 11/07/08

Desc Main Document

Page 51

Recorded in Official Records, County of San Bernardino

12/28/2007
3:50 PM
EM

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

AND WHEN RECORDED MAIL TO:

Penelope Parmes, Esq.
611 Anton Blvd, 14th Floor
Costa Mesa
California 92626



LARRY WALKER
Auditor/Controller - Recorder

P Counter

Doc#: 2007-0718302



Titles:	1	Pages:	28
Fees			91.00
Taxes			0.00
Other			1.00
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RECORDER'S
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THIS COVER SHEET ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
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EXHIBIT 4, PAGE 46

(Word/S./Doc Exam/Cover Sheet)

Exhibit C
Page 46

2008-0000706

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Rutan & Tucker, LLP

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Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
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State, Zip CA 92626

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Official Records		
County of	CC1 ONE CONFORME	1.00
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JOHN TUTELIR		
Assessor-Recorder-Cou		
	VB	
01:40PM 10-Jan-2008	Page 1 of 28	

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EXHIBIT 4, PAGE 47

2008-0000869

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State, Zip CA 92626

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Assessor-Recorder

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EXHIBIT 4, PAGE 48

Case 8:08-bk-13150-RK Claim 24-1 Filed 11/07/08 Desc Main Document Page 54
of 56

RECORDING REQUESTED BY:

Penelope Parmes, Esq.
Rutan & Tucker, LLP

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Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626



Sacramento County Recording
Craig A Kramer, Clerk/Recorder
BOOK **20080111** PAGE **0748**

Check Number 8458
Friday, JAN 11, 2008 12:10:52 PM
Ttl Pd \$89.00 Nbr-0005222795
DHB/58/1-27

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Judgment

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EXHIBIT 4, PAGE 49

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Penelope Parmes, Esq.
Rutan & Tucker, LLP

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City Costa Mesa
State, Zip CA 92626

El Dorado, County Recorder
William Schultz Co Recorder Office
DOC- 2008-0002905-00

Check Number 8738

Tuesday, JAN 22, 2008 12:55:12

Ttl Pd \$88.00

Nbr-0001056432

KMV/C1/1-28

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Judgment

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EXHIBIT 4, PAGE 50

Cover Page

Exhibit C

Page 70

28

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Penelope Parmes, Esq.
Rutan & Tucker, LLP

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Name Penelope Parmes, Esq.
Address 611 Anton Blvd., 14th Floor
City Costa Mesa
State, Zip CA 92626



Nevada County Recorder

Gregory J. Diaz

DOC- 2008-0001744-00

Check Number 39255

Wednesday, JAN 23, 2008 15:18:38

REC \$32.00:CCF \$1.00:SBS \$27.00

MIC \$1.00:AUT \$28.00:

Ttl Pd \$89.00

Nbr-0000532469

KFP/KP/1-28

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EXHIBIT 4, PAGE 51

Cover Page

Exhibit

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