EXHIBIT 4

[Claim 18, 19, 20 and 21]

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

UNITED STATES BANKRUPTCY COURT District of Nevada	PROOF OF CLAIM
Name of Debtor: South Edge LLC	Case Number: BK-S-10-32968-BAM

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): Bond Safeguard/Lexon Insurance Co.

RECEIVED
JUN 30 2011
BMC GROUP

Name and address where notices should be sent:
c/o Christine A. Roberts, Esq.
228 South 4th Street, 1st Floor
Las Vegas, NV 89101

Telephone number: (702) 382-6440

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ (*If known*)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☐ 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.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ 236,330.68

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.

☐ 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: Bond # 5025484
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: Southwest Gas
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ 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: $_____

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.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) 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).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (*See instruction 7 and 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: 6/28/11

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.

Stephen H. Boss STEPHEN H. BOSS, AVP OF SURETY CLAIMS BOND SAFEGUARD/LEXON INSURANCE CO.

FOR COURT USE ONLY

South Edge
00018

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

SOUTHWEST GAS CORP.

BOND #5025484

$42,284.58	This amount claimed for expenses is the non-contingent liquidated portion of the claim.
$194,046.00	This is the bond amount which is the unliquidated contingent portion of the claim.

COPY

Lexon Insurance Company
Bond Safeguard Insurance Company

Lombard, Illinois

GENERAL AGREEMENT OF INDEMNITY

This Agreement entered into by and between the undersigned South Edge, LLC, a Nevada limited liability company (hereinafter called "South Edge"), as well as the other indemnifying entities signing below herein called the Indemnitors, on the one hand and Bond Safeguard Insurance Company, Illinois, and/or Lexon Insurance Company, Texas, with Executive Offices in Lombard, Illinois herein called the Company on the other hand, witnessed:

WHEREAS, in the transaction of business, certain bonds, undertakings and other writings obligatory in the nature of a bond have heretofore been, and may hereafter be, required by, for, or on behalf of South Edge , and application has been made and will hereafter be made to the Company to execute such bonds, and as a prerequisite to the execution of such bond or bonds, the Company requires complete indemnification.

NOW, THEREFORE, in consideration of the premises, and the payment by the Company of the sum of One ($1.00) Dollar to South Edge and each of the Indemnitors, receipt whereof is hereby acknowledged, and for other good and valuable considerations, the Indemnitors do, for themselves, their heirs, executors, administrators and assigns, severally, agree with the Company as follows:

1. South Edge will pay to the Company, at its Executive Offices in Lombard, Illinois, premiums and charges at the rates, and at the times specified in respect to each such bond in the Company's schedule of rates, which, with any additions, or amendments thereto, is by reference made a part hereof, and will continue to pay the same where such premium or charge is annual, until the Company shall be discharged and released from any and all liability and responsibility upon and from each such bond or matters arising therefrom, and until South Edge or the Indemnitors shall deliver to the Company at its Executive Offices in Lombard, Illinois, competent written evidence satisfactory to the Company of its discharge from all liability on such bond or bonds. No amendment or modification shall be made to the rate schedule without providing South Edge with sixty (60) days prior written notice, and in any event the rate scheduled will not be amended or modified as to bonds which have been issued prior to the effective date of any increase in the rate schedule.

2. In the event that South Edge fails to pay any amounts owed to Company (including but not limited to deposits under Section 3) when due after thirty (30) days written notice to South Edge and copied to Indemnitors, the Indemnitors will, in direct proportion to their respective ownership interests in South Edge (that is 48.5% as to KB Home, 15.5% as to Focus South Group, 10.5% as to Toll Brothers, 8.1% as to Woodside, 6.3% as to Kimball Hill, 4.9% as to Pardee Homes, 3.6% as to Meritage, 2.6% as to Beazer), and on a pro-rata basis, indemnify and save the Company harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Company may pay or incur in consequence of having executed, or procured the execution of, such bonds, or any renewals or continuations thereof or substitutes therefore, including fees of attorneys, whether on salary, retainer or otherwise, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of South Edge or such Indemnitor under this Agreement. In the event of payment by the Company, the Indemnitors agree to accept the voucher or other evidence of such payment as prima facie evidence of the propriety thereof, and of the Indemnitor's severally limited liability therefore to the Company.

3. If the Company, in its reasonable discretion and with written notice to South Edge detailing the rationale shall set up a reserve to cover any claim, suit or judgment under any such bond, South Edge will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bond, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other or all bonds coming within the scope of this Agreement.

4. South Edge immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Company may be subsequently charged under any such bond, shall notify the Company thereof in writing at its Executive Offices in Lombard, Illinois.

5. The Company, after written notice to (copied to the Indemnitors) and consultation with South Edge, shall have the exclusive right in its reasonable discretion to determine for itself, South Edge and the Indemnitors whether any claim or suit brought against the Company or South Edge upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon South Edge and the Indemnitors.

6. If such bond be given in connection with a contract, the Company is hereby authorized with written notice to South Edge, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of South Edge , to complete the contract, or cause, or consent, to the completion thereof. South Edge and the Indemnitors hereby assign, transfer, and set over to the Company (to be effective as of the date of any such bond, but only in the event of a default as aforesaid), all of their rights under the contract, including their right, title and interest in and to all subcontracts let in connection therewith; all of their rights in and to all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract, and any and all sums due under the contract at the time of such abandonment, forfeiture, breach, failure, neglect or refusal, or which may thereafter become due, and the Indemnitors hereby authorize the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

7. That it shall not be necessary for the Company to give the Indemnitors, or any one or more of them, notice of the execution of any such bonds, or except as expressly set forth herein, nor of any fact or information coming to the notice or knowledge of the Company affecting its rights or liabilities, or the rights or liabilities of the Indemnitors under any such bond executed by it, notice of all such being hereby expressly waived.

8. In the event of any claim or demand being made by the Company against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Company is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the pro-rata liability of any of the others, and the Indemnitors hereby expressly waive the right to be discharged and released by reason of the release of one or more of the several debtors, and hereby consent to any settlement or composition that may hereafter be made.

9. The Company at its option may decline to execute or participate in, or procure the execution of, any such bonds without impairing the validity of this General Agreement of Indemnity.

10. If the Company procures the execution of such bonds by other companies, or executes such bonds with co-sureties, or reinsures any portions of such bonds with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, co-sureties and reinsurers as their interests may appear.

11. The several and pro-rata liability of the Indemnitors hereunder shall not be affected by the failure of South Edge to sign any such bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

12. This Agreement may be terminated by South Edge , upon written notice to the Company of not less than ten (10) days, but any such notice of termination shall not operate to modify, bar or discharge the liability of any party hereto, upon or by reason of any and all such obligations that may be then in force.

13. Indemnitors agree that their several and pro-rata liability shall be construed as the corresponding several liability of a compensated Surety, as broadly as the respected several liability of the Company would be construed toward its obligee.

14. The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

15. That no change or modification of or in the terms of this agreement shall be effective unless such change or modification is in writing and signed by the President, a Vice-President, a Secretary, or an Assistant Secretary of the Company.

17. At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of South Edge ; and any bank depositary, material man, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by South Edge , the conditions of the performance of such contracts and payments of accounts.

18. In the event of any breach, delay or default asserted by the obligee in any said Bonds, or South Edge has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of South Edge's conviction for a felony, imprisonment, incompetency, insolvency or bankruptcy of South Edge, or the appointment of a receiver or trustee for South Edge, or the property of South Edge, or in the event of an assignment for the benefit of creditors of South Edge, or if any action is taken by or against South Edge under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against South Edge under said Act, or if any action is taken by or against South Edge under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, after written notice to South Edge, copied to Indemnitors, and thirty (30) days opportunity to cure, at its option and in its sole discretion, and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and at the expense of South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) to complete or arrange for the completion of the same, and South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

19. SOUTH EDGE AND THE INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER ANY BONDS (WHETHER OR NOT COVERED BY ANY APPLICATION SIGNED BY SOUTH EDGE -- SUCH APPLICATION TO BE CONSIDERED BETWEEN THE PARTIES HERETO AS MERELY SUPPLEMENTARY TO THIS GENERAL AGREEMENT OF INDEMNITY) HERETOFORE OR HEREAFTER EXECUTED BY THE COMPANY ON BEHALF OF SOUTH EDGE (WHETHER CONTRACTING ALONE OR AS A JOINT OR CO-ADVENTURER), FROM TIME TO TIME, AND OVER AN INDEFINITE PERIOD OF YEARS, UNTIL THIS AGREEMENT SHALL BE CANCELED IN ACCORDANCE WITH THE TERMS HEREOF.

20. LIMITED MONETARY OBLIGATION OF INDEMNITORS – Notwithstanding any provision to the contrary, the monetary obligation of Indemnitors is apportioned as follows:

A. KB Home – 35.5%
B. Focus South Group – 15.5%
C. Toll Brothers – 10.5%
D. Woodside 8.1%
E. Kimball Hill – 6.3%
F. Pardee Homes 4.9%
G. Meritage – 3.6%
H Beazer – 2.6%

The obligations of Indemnitors shall be several and pro rata as to all provisions herein, including but not limited to, the obligation to procure the discharge and exoneration of Surety with respect to any Bond issued hereunder, and the payment of premiums due for any Bond issued for Principal

WE HAVE READ THIS GENERAL AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH.

IN TESTIMONY WHEREOF, the Indemnitors have hereunto set their hands and affixed their seals this. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement

_____ day of _____, 2006.

SIGNATURE PAGES FOLLOW

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Hoylston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation, a Maryland corporation

By: Larry W. Seng, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydstoh, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

By: Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

Beazer Homes USA, Inc., a Delaware corporation

By: Cory J. Boydston, Senior Vice President & Treasurer

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation, a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer
By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Ridge, LLC
By Huidekoper Manager, LLC, its General Manager

By: John A. Oliver, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Oliver, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By: MYRON J. BARNHART, VP-CONTROLLER

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holding Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

By: Gary M. Mayo, Group President

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Westside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

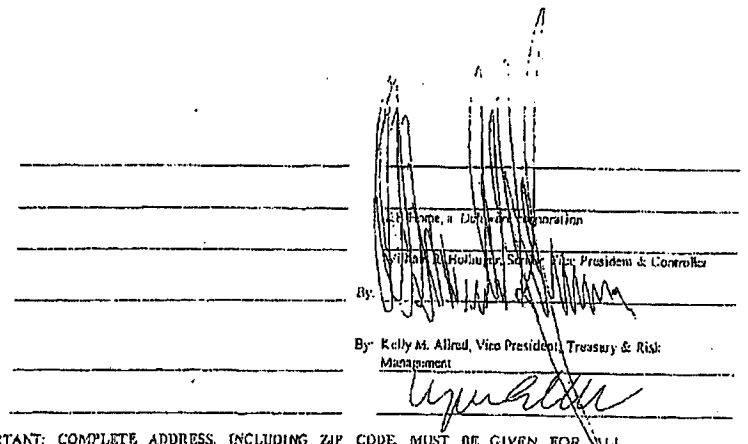
By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

1000 Abernathy Rd., Suite 1200
Atlanta, GA 30328



IMPORTANT: COMPLETE ADDRESS, INCLUDING ZIP CODE, MUST BE GIVEN FOR ALL INDEMNITORS. INDIVIDUAL INDEMNITORS MUST FURNISH ADDRESS OF PERMANENT RESIDENCE. (ATTACH SEPARATE SHEET FOR ADDRESSES, IF NECESSARY.)

District of Nevada
Claims Register

10-32968-bam SOUTH EDGE, LLC

Judge: BRUCE A. MARKELL **Chapter:** 11

Office: Las Vegas **Last Date to file claims:** 06/29/2011

Trustee: CYNTHIA NELSON **Last Date to file (Govt):**

Creditor: (7127658) Bond Safeguard/Lexon Insurance Co. c/o Christine A. Roberts, Esq. Sullivan Hill Lewin Rez & Engel 228 South 4th Street, 1st Floor Las Vegas, NV 89101	**Claim No: 18** *Original Filed Date*: 06/29/2011 *Original Entered Date*: 06/29/2011	*Status:* *Filed by:* AT *Entered by:* ROBERTS, CHRISTINE *Modified:*
Unsecured claimed: $236330.58 **Total claimed: $236330.58**		

History:

Details 18-1 06/29/2011 Claim #18 filed by Bond Safeguard/Lexon Insurance Co., total amount claimed: $236330.58 (ROBERTS, CHRISTINE)

Description: (18-1) Southwest Gas - Bond #5025484

Remarks:

Claims Register Summary

Case Name: SOUTH EDGE, LLC
Case Number: 10-32968-bam
Chapter: 11
Date Filed: 12/09/2010
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured	$236330.58	
Secured		
Priority		
Unknown		
Administrative		
Total	**$236330.58**	**$0.00**

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

UNITED STATES BANKRUPTCY COURT District of Nevada | **PROOF OF CLAIM**

Name of Debtor: South Edge LLC

Case Number: BK-S-10-32968-BAM

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): Bond Safeguard/Lexon Insurance Co.

RECEIVED
JUN 30 2011
BMC GROUP

Name and address where notices should be sent:
c/o Christine A. Roberts, Esq.
228 South 4th Street, 1st Floor
Las Vegas, NV 89101

Telephone number: (702) 382-6440

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ (*If known*)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☐ 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.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ 240,505.97

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.

☐ 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: Bond # 5022147
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: Southwest Gas
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ 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 of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (*See instruction 7 and 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:

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.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) 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).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

Date: 6/28/11

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.

Stephen H. Ross STEPHEN H. ROSS, AVP OF SURETY CLAIMS BOND SAFEGUARD/LEXON INSURANCE CO

FOR COURT USE ONLY

South Edge
00019

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

SOUTHWEST GAS CORP.

BOND #5022147

$ 54, 452.97	This amount claimed for expenses is the non-contingent liquidated portion of the claim.
$186, 053.00	This is the bond amount which is the unliquidated contingent portion of the claim.

COPY

Lexon Insurance Company
Bond Safeguard Insurance Company

Lombard, Illinois

GENERAL AGREEMENT OF INDEMNITY

This Agreement entered into by and between the undersigned South Edge, LLC, a Nevada limited liability company (hereinafter called "South Edge"), as well as the other indemnifying entities signing below herein called the Indemnitors, on the one hand and Bond Safeguard Insurance Company, Illinois, and/or Lexon Insurance Company, Texas, with Executive Offices in Lombard, Illinois herein called the Company on the other hand, witnessed:

WHEREAS, in the transaction of business, certain bonds, undertakings and other writings obligatory in the nature of a bond have heretofore been, and may hereafter be, required by, for, or on behalf of South Edge , and application has been made and will hereafter be made to the Company to execute such bonds, and as a prerequisite to the execution of such bond or bonds, the Company requires complete indemnification.

NOW, THEREFORE, in consideration of the premises, and the payment by the Company of the sum of One ($1.00) Dollar to South Edge and each of the Indemnitors, receipt whereof is hereby acknowledged, and for other good and valuable considerations, the Indemnitors do, for themselves, their heirs, executors, administrators and assigns, severally, agree with the Company as follows:

1. South Edge will pay to the Company, at its Executive Offices in Lombard, Illinois, premiums and charges at the rates, and at the times specified in respect to each such bond in the Company's schedule of rates, which, with any additions, or amendments thereto, is by reference made a part hereof, and will continue to pay the same where such premium or charge is annual, until the Company shall be discharged and released from any and all liability and responsibility upon and from each such bond or matters arising therefrom, and until South Edge or the Indemnitors shall deliver to the Company at its Executive Offices in Lombard, Illinois, competent written evidence satisfactory to the Company of its discharge from all liability on such bond or bonds. No amendment or modification shall be made to the rate schedule without providing South Edge with sixty (60) days prior written notice, and in any event the rate scheduled will not be amended or modified as to bonds which have been issued prior to the effective date of any increase in the rate schedule.

2. In the event that South Edge fails to pay any amounts owed to Company (including but not limited to deposits under Section 3) when due after thirty (30) days written notice to South Edge and copied to Indemnitors, the Indemnitors will, in direct proportion to their respective ownership interests in South Edge (that is 48.5% as to KB Home, 15.5% as to Focus South Group, 10.5% as to Toll Brothers, 8.1% as to Woodside, 6.3% as to Kimball Hill, 4.9% as to Pardee Homes, 3.6% as to Meritage, 2.6% as to Benzer), and on a pro-rata basis, indemnify and save the Company harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Company may pay or incur in consequence of having executed, or procured the execution of, such bonds, or any renewals or continuations thereof or substitutes therefore, including fees of attorneys, whether on salary, retainer or otherwise, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of South Edge or such Indemnitor under this Agreement. In the event of payment by the Company, the Indemnitors agree to accept the voucher or other evidence of such payment as prima facie evidence of the propriety thereof, and of the Indemnitor's severally limited liability therefore to the Company.

3. If the Company, in its reasonable discretion and with written notice to South Edge detailing the rationale shall set up a reserve to cover any claim, suit or judgment under any such bond, South Edge will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bond, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other or all bonds coming within the scope of this Agreement.

4. South Edge immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Company may be subsequently charged under any such bond, shall notify the Company thereof in writing at its Executive Offices in Lombard, Illinois.

5. The Company, after written notice to (copied to the Indemnitors) and consultation with South Edge, shall have the exclusive right in its reasonable discretion to determine for itself, South Edge and the Indemnitors whether any claim or suit brought against the Company or South Edge upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon South Edge and the Indemnitors.

6. If such bond be given in connection with a contract, the Company is hereby authorized with written notice to South Edge, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of South Edge , to complete the contract, or cause, or consent, to the completion thereof. South Edge and the Indemnitors hereby assign, transfer, and set over to the Company (to be effective as of the date of any such bond, but only in the event of a default as aforesaid), all of their rights under the contract, including their right, title and interest in and to all subcontracts let in connection therewith; all of their rights in and to all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract, and any and all sums due under the contract at the time of such abandonment, forfeiture, breach, failure, neglect or refusal, or which may thereafter become due, and the Indemnitors hereby authorize the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

7. That it shall not be necessary for the Company to give the Indemnitors, or any one or more of them, notice of the execution of any such bonds, or except as expressly set forth herein, nor of any fact or information coming to the notice or knowledge of the Company affecting its rights or liabilities, or the rights or liabilities of the Indemnitors under any such bond executed by it, notice of all such being hereby expressly waived.

8. In the event of any claim or demand being made by the Company against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Company is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the pro-rata liability of any of the others, and the Indemnitors hereby expressly waive the right to be discharged and released by reason of the release of one or more of the several debtors, and hereby consent to any settlement or composition that may hereafter be made.

9. The Company at its option may decline to execute or participate in, or procure the execution of, any such bonds without impairing the validity of this General Agreement of Indemnity.

10. If the Company procures the execution of such bonds by other companies, or executes such bonds with co-sureties, or reinsures any portions of such bonds with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, co-sureties and reinsurers as their interests may appear.

11. The several and pro-rata liability of the Indemnitors hereunder shall not be affected by the failure of South Edge to sign any such bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

12. This Agreement may be terminated by South Edge , upon written notice to the Company of not less than ten (10) days, but any such notice of termination shall not operate to modify, bar or discharge the liability of any party hereto, upon or by reason of any and all such obligations that may be then in force.

13. Indemnitors agree that their several and pro-rata liability shall be construed as the corresponding several liability of a compensated Surety, as broadly as the respected several liability of the Company would be construed toward its obligee.

14. The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

15. That no change or modification of or in the terms of this agreement shall be effective unless such change or modification is in writing and signed by the President, a Vice-President, a Secretary, or an Assistant Secretary of the Company.

17. At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of South Edge ; and any bank depository, material man, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by South Edge , the condition of the performance of such contracts and payments of accounts.

18. In the event of any breach, delay or default asserted by the obligee on any said Bonds, or South Edge has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of South Edge's conviction for a felony, imprisonment, incompetency, insolvency or bankruptcy of South Edge, or the appointment of a receiver or trustee for South Edge, or the property of South Edge, or in the event of an assignment for the benefit of creditors of South Edge, or if any action is taken by or against South Edge under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against South Edge under said Act, or if any action is taken by or against South Edge under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, after written notice to South Edge, copied to Indemnitors, and thirty (30) days opportunity to cure, at its option and in its sole discretion, and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and at the expense of South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) to complete or arrange for the completion of the same, and South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

19. SOUTH EDGE AND THE INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER ANY BONDS (WHETHER OR NOT COVERED BY ANY APPLICATION SIGNED BY SOUTH EDGE -- SUCH APPLICATION TO BE CONSIDERED BETWEEN THE PARTIES HERETO AS MERELY SUPPLEMENTARY TO THIS GENERAL AGREEMENT OF INDEMNITY) HERETOFORE OR HEREAFTER EXECUTED BY THE COMPANY ON BEHALF OF SOUTH EDGE (WHETHER CONTRACTING ALONE OR AS A JOINT OR CO-ADVENTURER), FROM TIME TO TIME, AND OVER AN INDEFINITE PERIOD OF YEARS, UNTIL THIS AGREEMENT SHALL BE CANCELED IN ACCORDANCE WITH THE TERMS HEREOF.

20. LIMITED MONETARY OBLIGATION OF INDEMNITORS – Notwithstanding any provision to the contrary, the monetary obligation of Indemnitors is apportioned as follows:

A. KB Home – 18.5%
B. Focus South Group – 15.5%
C. Toll Brothers – 10.5%
D. Woodside 8.4%
E. Kimball Hill – 6.3%
F. Pardee Homes 4.9%
G. Meritage – 3.6%
H Beazer – 2.6%

The obligations of Indemnitors shall be several and pro-rata as to all provisions herein, including but not limited to, the obligation to procure the discharge and exoneration of Surety with respect to any Bond issued hereunder, and the payment of premiums due for any Bond issued by Principal

WE HAVE READ THIS GENERAL AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH.

IN TESTIMONY WHEREOF, the Indemnitors have hereunto set their hands and affixed their seals this. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement

_____ day of _____, 2006.

SIGNATURE PAGES FOLLOW

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By: Multiplex Manager, LLC, its General Manager

By: John A. Miller, its Manager

Indemnitors
Addresses:

Texas South Edge, LLC

By: John A. Miller, its Manager

Meritage Homes Corporation, a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David E. Hill, Esq., its Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Ivory J. Boylston, Senior Vice President & Treasurer

By:

Principal
Addresses:

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By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

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By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By: _____

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By: _____

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By: _____

Principal
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By Huldings Manager, LLC, its General Manager

By: John A. Miller, its Manager

Indemnitors
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By: John A. Miller, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By: MYRON J. BALLWART, VP-CONTROLLER

Toll Brothers, Inc., a Delaware corporation

By: Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

Beazer Homes USA, Inc., a Delaware corporation

By: Cory J. Boydston, Senior Vice President & Treasurer

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By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

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By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

By: Gary N. Hayo, Group President

By:

Beazer Homes USA, Inc., a Delaware corporation

Gary J. Hoydane, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Point South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

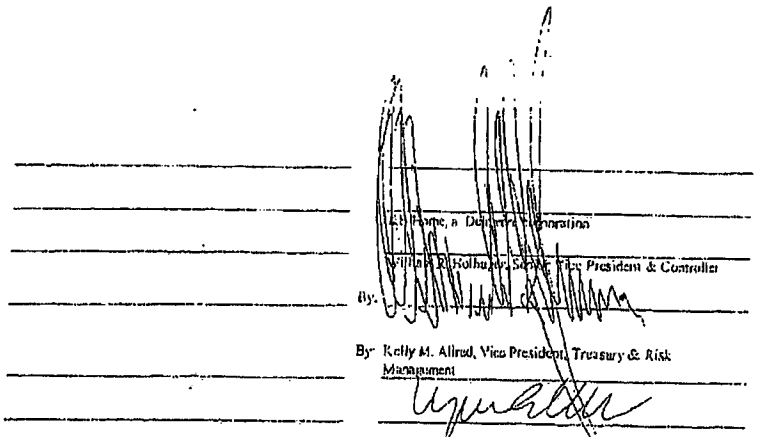
By:

Beazer Homes USA, Inc., a Delaware corporation

1000 Abernathy Rd., Suite 1200
Atlanta, GA 30328

Cary J. Baydoun, Senior Vice President & Treasurer

By:



Lee Home, a Delaware Corporation

William R. Holbrook, Senior Vice President & Controller

By:

By: Kelly M. Allred, Vice President, Treasury & Risk Management

IMPORTANT: COMPLETE ADDRESS, INCLUDING ZIP CODE, MUST BE GIVEN FOR ALL INDEMNITORS. INDIVIDUAL INDEMNITORS MUST FURNISH ADDRESS OF PERMANENT RESIDENCE. (ATTACH SEPARATE SHEET FOR ADDRESSES, IF NECESSARY.)

District of Nevada
Claims Register

10-32968-bam SOUTH EDGE, LLC

Judge: BRUCE A. MARKELL **Chapter:** 11

Office: Las Vegas **Last Date to file claims:** 06/29/2011

Trustee: CYNTHIA NELSON **Last Date to file (Govt):**

Creditor: (7127658) Bond Safeguard/Lexon Insurance Co. c/o Christine A. Roberts, Esq. Sullivan Hill Lewin Rez & Engel 228 South 4th Street, 1st Floor Las Vegas, NV 89101	**Claim No: 19** *Original Filed Date*: 06/29/2011 *Original Entered Date*: 06/29/2011	*Status:* *Filed by:* AT *Entered by:* ROBERTS, CHRISTINE *Modified:*

Unsecured claimed: $240505.97

Total claimed: $240505.97

History:

Details	19-1	06/29/2011 Claim #19 filed by Bond Safeguard/Lexon Insurance Co., total amount claimed: $240505.97 (ROBERTS, CHRISTINE)

Description: (19-1) Southwest Gas - Bond #5022147

Remarks:

Claims Register Summary

Case Name: SOUTH EDGE, LLC
Case Number: 10-32968-bam
Chapter: 11
Date Filed: 12/09/2010
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured	$240505.97	
Secured		
Priority		
Unknown		
Administrative		
Total	**$240505.97**	**$0.00**

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

UNITED STATES BANKRUPTCY COURT District of Nevada | **PROOF OF CLAIM**

Name of Debtor: South Edge LLC | Case Number: BK-S-10-32968-BAM

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): Bond Safeguard/Lexon Insurance Co.

Name and address where notices should be sent:
c/o Christine A. Roberts, Esq.
228 South 4th Street, 1st Floor
Las Vegas, NV 89101

Telephone number: (702) 382-6440

RECEIVED
JUN 30 2011
BMC GROUP

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ (*If known*)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☐ 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.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ 432,054.48

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.

☐ 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: Bond # 5028057
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: Southwest Gas
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ 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 of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (*See instruction 7 and 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:

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.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) 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).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

Date: 6/28/11

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.

Stephen H. Ross
STEPHEN H. ROSS, AVP OF SURETY CLAIMS
BOND SAFEGUARD/LEXON INSURANCE CO.

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

FOR COURT USE ONLY

South Edge
00020

SOUTHWEST GAS CORP.

BOND #5028057

$55,795.48	This amount claimed for expenses is the non-contingent liquidated portion of the claim.
$376, 259.00	This is the bond amount which is the unliquidated contingent portion of the claim.

COPY

Lexon Insurance Company
Bond Safeguard Insurance Company

Lombard, Illinois

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4. South Edge immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Company may be subsequently charged under any such bond, shall notify the Company thereof in writing at its Executive Offices in Lombard, Illinois.

5. The Company, after written notice to (copied to the Indemnitors) and consultation with South Edge, shall have the exclusive right in its reasonable discretion to determine for itself, South Edge and the Indemnitors whether any claim or suit brought against the Company or South Edge upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon South Edge and the Indemnitors.

6. If such bond be given in connection with a contract, the Company is hereby authorized with written notice to South Edge, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of South Edge , to complete the contract, or cause, or consent, to the completion thereof. South Edge and the Indemnitors hereby assign, transfer, and set over to the Company (to be effective as of the date of any such bond, but only in the event of a default as aforesaid), all of their rights under the contract, including their right, title and interest in and to all subcontracts let in connection therewith; all of their rights in and to all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract, and any and all sums due under the contract at the time of such abandonment, forfeiture, breach, failure, neglect or refusal, or which may thereafter become due, and the Indemnitors hereby authorize the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

7. That it shall not be necessary for the Company to give the Indemnitors, or any one or more of them, notice of the execution of any such bonds, or except as expressly set forth herein, nor of any fact or information coming to the notice or knowledge of the Company affecting its rights or liabilities, or the rights or liabilities of the Indemnitors under any such bond executed by it, notice of all such being hereby expressly waived.

8. In the event of any claim or demand being made by the Company against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Company is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the pro-rata liability of any of the others, and the Indemnitors hereby expressly waive the right to be discharged and released by reason of the release of one or more of the several debtors, and hereby consent to any settlement or composition that may hereafter be made.

9. The Company at its option may decline to execute or participate in, or procure the execution of, any such bonds without impairing the validity of this General Agreement of Indemnity.

10. If the Company procures the execution of such bonds by other companies, or executes such bonds with co-sureties, or reinsures any portions of such bonds with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, co-sureties and reinsurers as their interests may appear.

11. The several and pro-rata liability of the Indemnitors hereunder shall not be affected by the failure of South Edge to sign any such bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

12. This Agreement may be terminated by South Edge , upon written notice to the Company of not less than ten (10) days, but any such notice of termination shall not operate to modify, bar or discharge the liability of any party hereto, upon or by reason of any and all such obligations that may be then in force.

13. Indemnitors agree that their several and pro-rata liability shall be construed as the corresponding several liability of a compensated Surety, as broadly as the respected several liability of the Company would be construed toward its obligee.

14. The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

15. That no change or modification of or in the terms of this agreement shall be effective unless such change or modification is in writing and signed by the President, a Vice-President, a Secretary, or an Assistant Secretary of the Company.

17. At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of South Edge and any bank depositary, material man, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by South Edge, the condition of the performance of such contracts and payments of accounts.

18. In the event of any breach, delay or default asserted by the obligee on any said Bonds, or South Edge has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of South Edge's conviction for a felony, imprisonment, incompetency, insolvency or bankruptcy of South Edge, or the appointment of a receiver or trustee for South Edge, or the property of South Edge, or in the event of an assignment for the benefit of creditors of South Edge, or if any action is taken by or against South Edge under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against South Edge under said Act, or if any action is taken by or against South Edge under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, after written notice to South Edge, copied to Indemnitors, and thirty (30) days opportunity to cure, at its option and in its sole discretion, and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and, at the expense of South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) to complete or arrange for the completion of the same, and South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

19. SOUTH EDGE AND THE INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER ANY BONDS (WHETHER OR NOT COVERED BY ANY APPLICATION SIGNED BY SOUTH EDGE -- SUCH APPLICATION TO BE CONSIDERED BETWEEN THE PARTIES HERETO AS MERELY SUPPLEMENTARY TO THIS GENERAL AGREEMENT OF INDEMNITY) HERETOFORE OR HEREAFTER EXECUTED BY THE COMPANY ON BEHALF OF SOUTH EDGE (WHETHER CONTRACTING ALONE OR AS A JOINT OR CO-ADVENTURER), FROM TIME TO TIME, AND OVER AN INDEFINITE PERIOD OF YEARS, UNTIL THIS AGREEMENT SHALL BE CANCELED IN ACCORDANCE WITH THE TERMS HEREOF.

20. LIMITED MONETARY OBLIGATION OF INDEMNITORS -- Notwithstanding any provision to the contrary, the monetary obligation of Indemnitors is apportioned as follows:

A. KB Home - 15.5%
B. Focus South Group -- 15.5%
C. Toll Brothers – 10.5%
D. Woodside 8.1%
E. Kimball Hill - 6.3%
F. Pardee Homes 4.9%
G. Meritage - 3.6%
H Beazer – 2.6%

The obligations of Indemnitors shall be several and pro rata as to all provisions herein, including but not limited to, the obligation to procure the discharge and exoneration of Surety with respect to any Bond issued hereunder, and the payment of premiums due for any Bond issued for Principal

WE HAVE READ THIS GENERAL AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH.

IN TESTIMONY WHEREOF, the Indemnitors have hereunto set their hands and affixed their seals this. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

_____ day of _____, 2006.

SIGNATURE PAGES FOLLOW

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Address:

South Edge, LLC
By: Holdings Manager, LLC, its General Manager

By: John A. Miller, its Manager

Indemnitors
Address:

Focus South Group, LLC

By: John A. Miller, its Manager

Meritage Homes Corporation, a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Beksa, President

KimleyHorn, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Ryland Homes USA, Inc., a Delaware corporation

Gary T. Boyington, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc.,, a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By: _____

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By: _____

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By: _____

Principal
Addresses:

South Edge, LLC
By Huldings Manager, LLC, its General Manager

By: John A. Fuller, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Fuller, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By: MYRON J. BANWART, VP-CONTROLLER

Toll Brothers, Inc., a Delaware corporation

By: Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

Beazer Homes USA, Inc., a Delaware corporation

By: Cory J. Boydston, Senior Vice President & Treasurer

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

By: Carry M. Mayo, Group President

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Provo South Urban, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

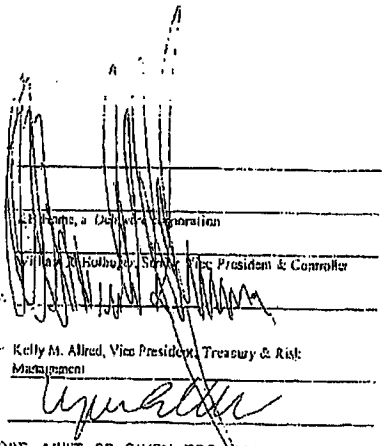
By:

Beazer Homes USA, Inc., a Delaware corporation

1000 Abernathy Rd, Suite 1200
Atlanta, GA 30328

Cory J. Boydston, Senior Vice President & Treasurer

By:



By: Kelly M. Allred, Vice President, Treasury & Risk Management

IMPORTANT: COMPLETE ADDRESS, INCLUDING ZIP CODE, MUST BE GIVEN FOR ALL INDEMNITORS. INDIVIDUAL INDEMNITORS MUST FURNISH ADDRESS OF PERMANENT RESIDENCE. (ATTACH SEPARATE SHEET FOR ADDRESSES, IF NECESSARY.)

District of Nevada
Claims Register

10-32968-bam SOUTH EDGE, LLC

Judge: BRUCE A. MARKELL **Chapter:** 11

Office: Las Vegas **Last Date to file claims:** 06/29/2011

Trustee: CYNTHIA NELSON **Last Date to file (Govt):**

Creditor: (7127658) Bond Safeguard/Lexon Insurance Co. c/o Christine A. Roberts, Esq. Sullivan Hill Lewin Rez & Engel 228 South 4th Street, 1st Floor Las Vegas, NV 89101	**Claim No: 20** *Original Filed Date*: 06/29/2011 *Original Entered Date*: 06/29/2011	*Status:* *Filed by:* AT *Entered by:* ROBERTS, CHRISTINE *Modified:*

Unsecured claimed: $432054.48

Total claimed: $432054.48

History:

Details	20-1	06/29/2011	Claim #20 filed by Bond Safeguard/Lexon Insurance Co., total amount claimed: $432054.48 (ROBERTS, CHRISTINE)

Description: (20-1) Southwest Gas- Bond #5028057

Remarks:

Claims Register Summary

Case Name: SOUTH EDGE, LLC
Case Number: 10-32968-bam
Chapter: 11
Date Filed: 12/09/2010
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured	$432054.48	
Secured		
Priority		
Unknown		
Administrative		
Total	**$432054.48**	**$0.00**

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

UNITED STATES BANKRUPTCY COURT District of Nevada | **PROOF OF CLAIM**

Name of Debtor: South Edge LLC

Case Number: BK-S-10-32968-BAM

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): Bond Safeguard/Lexon Insurance Co.

RECEIVED
JUN 30 2011
BMC GROUP

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____ (*If known*)

Filed on: _____

Name and address where notices should be sent:
c/o Christine A. Roberts, Esq.
228 South 4th Street, 1st Floor
Las Vegas, NV 89101

Telephone number: (702) 382-6440

Name and address where payment should be sent (if different from above):

Telephone number:

☐ 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.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed: $ 78,766.15

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.

☐ 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: Bond # 5028056
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: Southwest Gas
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ 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 of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (*See instruction 7 and 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:

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.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to $11,725*) 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).

☐ Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).

☐ Up to $2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(__).

Amount entitled to priority:

$_____

**Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

Date: 6/28/11

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.

Stephen H. Ross STEPHEN H. ROSS, AVP OF SURETY CLAIMS BOND SAFEGUARD/LEXON INSURANCE CO.

FOR COURT USE ONLY

South Edge
00021

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

SOUTHWEST GAS CORP.

BOND #5028056

$18,130.15	This amount claimed for expenses is the non-contingent liquidated portion of the claim.
$60,636.00	This is the bond amount which is the unliquidated contingent portion of the claim.

COPY

Lexon Insurance Company
Bond Safeguard Insurance Company

Lombard, Illinois

GENERAL AGREEMENT OF INDEMNITY

This Agreement entered into by and between the undersigned South Edge, LLC, a Nevada limited liability company (hereinafter called "South Edge"), as well as the other indemnifying entities signing below herein called the Indemnitors, on the one hand and Bond Safeguard Insurance Company, Illinois, and/or Lexon Insurance Company, Texas, with Executive Offices in Lombard, Illinois herein called the Company on the other hand, witnessed:

WHEREAS, in the transaction of business, certain bonds, undertakings and other writings obligatory in the nature of a bond have heretofore been, and may hereafter be, required by, for, or on behalf of South Edge , and application has been made and will hereafter be made to the Company to execute such bonds, and as a prerequisite to the execution of such bond or bonds, the Company requires complete indemnification.

NOW, THEREFORE, in consideration of the premises, and the payment by the Company of the sum of One ($1.00) Dollar to South Edge and each of the Indemnitors, receipt whereof is hereby acknowledged, and for other good and valuable considerations, the Indemnitors do, for themselves, their heirs, executors, administrators and assigns, severally, agree with the Company as follows:

1. South Edge will pay to the Company, at its Executive Offices in Lombard, Illinois, premiums and charges at the rates, and at the times specified in respect to each such bond in the Company's schedule of rates, which, with any additions, or amendments thereto, is by reference made a part hereof, and will continue to pay the same where such premium or charge is annual, until the Company shall be discharged and released from any and all liability and responsibility upon and from each such bond or matters arising therefrom, and until South Edge or the Indemnitors shall deliver to the Company at its Executive Offices in Lombard, Illinois, competent written evidence satisfactory to the Company of its discharge from all liability on such bond or bonds. No amendment or modification shall be made to the rate schedule without providing South Edge with sixty (60) days prior written notice, and in any event the rate scheduled will not be amended or modified as to bonds which have been issued prior to the effective date of any increase in the rate schedule.

2. In the event that South Edge fails to pay any amounts owed to Company (including but not limited to deposits under Section 3) when due after thirty (30) days written notice to South Edge and copied to Indemnitors, the Indemnitors will, in direct proportion to their respective ownership interests in South Edge (that is 48.5% as to KB Home, 15.5% as to Focus South Group, 10.5% as to Toll Brothers, 8.1% as to Woodside, 6.3% as to Kimball Hill, 4.9% as to Pardee Homes, 3.6% as to Meritage, 2.6% as to Beazer), and on a pro-rata basis, indemnify and save the Company harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Company may pay or incur in consequence of having executed, or procured the execution of, such bonds, or any renewals or continuations thereof or substitutes therefore, including fees of attorneys, whether on salary, retainer or otherwise, and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of South Edge or such Indemnitor under this Agreement. In the event of payment by the Company, the Indemnitors agree to accept the voucher or other evidence of such payment as prima facie evidence of the propriety thereof, and of the Indemnitor's severally limited liability therefore to the Company.

3. If the Company, in its reasonable discretion and with written notice to South Edge detailing the rationale shall set up a reserve to cover any claim, suit or judgment under any such bond, South Edge will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as collateral security on such bond, and such sum and any other money or property which shall have been, or shall hereafter be, pledged as collateral security on any such bond shall, unless otherwise agreed in writing by the Company, be available, in the discretion of the Company, as collateral security on any other or all bonds coming within the scope of this Agreement.

4. South Edge immediately upon becoming aware of any demand, notice, or proceeding preliminary to determining or fixing any liability with which the Company may be subsequently charged under any such bond, shall notify the Company thereof in writing at its Executive Offices in Lombard, Illinois.

5. The Company, after written notice to (copied to the Indemnitors) and consultation with South Edge, shall have the exclusive right in its reasonable discretion to determine for itself, South Edge and the Indemnitors whether any claim or suit brought against the Company or South Edge upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon South Edge and the Indemnitors.

6. If such bond be given in connection with a contract, the Company is hereby authorized with written notice to South Edge, but not required, to consent to any change in the contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purposes of the contract without the necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the Contractor to the Company when due, shall be conclusively presumed to be a loss hereunder; in the event of the abandonment, forfeiture or breach of the contract, or the breach of any bond given in connection therewith, or the failure, neglect or refusal to pay for labor or materials used in the prosecution of the contract, to take possession of the work under the contract and, at the expense of South Edge , to complete the contract, or cause, or consent, to the completion thereof. South Edge and the Indemnitors hereby assign, transfer, and set over to the Company (to be effective as of the date of any such bond, but only in the event of a default as aforesaid), all of their rights under the contract, including their right, title and interest in and to all subcontracts let in connection therewith; all of their rights in and to all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the contract, including all materials ordered for the contract, and any and all sums due under the contract at the time of such abandonment, forfeiture, breach, failure, neglect or refusal, or which may thereafter become due, and the Indemnitors hereby authorize the Company to endorse in the name of the payee, and to collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

7. That it shall not be necessary for the Company to give the Indemnitors, or any one or more of them, notice of the execution of any such bonds, or except as expressly set forth herein, nor of any fact or information coming to the notice or knowledge of the Company affecting its rights or liabilities, or the rights or liabilities of the Indemnitors under any such bond executed by it, notice of all such being hereby expressly waived.

8. In the event of any claim or demand being made by the Company against the Indemnitors, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Company is hereby expressly authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and such settlement or composition shall not affect the pro-rata liability of any of the others, and the Indemnitors hereby expressly waive the right to be discharged and released by reason of the release of one or more of the several debtors, and hereby consent to any settlement or composition that may hereafter be made.

9. The Company at its option may decline to execute or participate in, or procure the execution of, any such bonds without impairing the validity of this General Agreement of Indemnity.

10. If the Company procures the execution of such bonds by other companies, or executes such bonds with co-sureties, or reinsures any portions of such bonds with reinsuring companies, then all the terms and conditions of this Agreement shall apply and operate for the benefit of such other companies, co-sureties and reinsurers as their interests may appear.

11. The several and pro-rata liability of the Indemnitors hereunder shall not be affected by the failure of South Edge to sign any such bond, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained and if any party signing this Agreement is not bound for any reason, this Agreement shall still be binding upon each and every other party.

12. This Agreement may be terminated by South Edge , upon written notice to the Company of not less than ten (10) days, but any such notice of termination shall not operate to modify, bar or discharge the liability of any party hereto, upon or by reason of any and all such obligations that may be then in force.

13. Indemnitors agree that their several and pro-rata liability shall be construed as the corresponding several liability of a compensated Surety, as broadly as the respected several liability of the Company would be construed toward its obligee.

14. The word Indemnitors, or personal pronouns used to refer to said word, shall apply regardless of number or gender, and to individuals, partnerships or corporations, as the circumstances require.

15. That no change or modification of or in the terms of this agreement shall be effective unless such change or modification is in writing and signed by the President, a Vice-President, a Secretary, or an Assistant Secretary of the Company.

17. At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of South Edge ; and any bank depository, material man, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by South Edge , the cashflow of the performance of such contracts and payments of accounts.

18. In the event of any breach, delay or default asserted by the obligee on any said Bonds, or South Edge has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of South Edge's conviction for a felony, imprisonment, incompetency, insolvency or bankruptcy of South Edge, or the appointment of a receiver or trustee for South Edge, or the property of South Edge, or in the event of an assignment for the benefit of creditors of South Edge, or if any action is taken by or against South Edge under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against South Edge under said Act, or if any action is taken by or against South Edge under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, after written notice to South Edge, copied to Indemnitors, and thirty (30) days opportunity to cure, at its option and in its sole discretion, and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and at the expense of South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) to complete or arrange for the completion of the same, and South Edge and Indemnitors (in proportion to their respective obligations owing under this Agreement) shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

19. SOUTH EDGE AND THE INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER ANY BONDS (WHETHER OR NOT COVERED BY ANY APPLICATION SIGNED BY SOUTH EDGE – SUCH APPLICATION TO BE CONSIDERED BETWEEN THE PARTIES HERETO AS MERELY SUPPLEMENTARY TO THIS GENERAL AGREEMENT OF INDEMNITY) HERETOFORE OR HEREAFTER EXECUTED BY THE COMPANY ON BEHALF OF SOUTH EDGE (WHETHER CONTRACTING ALONE OR AS A JOINT OR CO-ADVENTURER), FROM TIME TO TIME, AND OVER AN INDEFINITE PERIOD OF YEARS, UNTIL THIS AGREEMENT SHALL BE CANCELED IN ACCORDANCE WITH THE TERMS HEREOF.

20. LIMITED MONETARY OBLIGATION OF INDEMNITORS – Notwithstanding any provision to the contrary, the monetary obligation of Indemnitors is apportioned as follows:

A. KB Home – 18.5%
B. Focus South Group – 15.5%
C. Toll Brothers – 10.5%
D. Woodside 8.1%
E. Kimbell Hill - 6.3%
F. Pardee Homes 5.9%
G. Meritage – 5.6%
H Beazer – 2.6%

The obligations of Indemnitors shall be several and pro rata as to all provisions herein, including but not limited to, the obligation to procure the discharge and exoneration of Surety with respect to any Bond issued hereunder, and the payment of premiums due for any Bond issued for Principal

WE HAVE READ THIS GENERAL AGREEMENT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH.

IN TESTIMONY WHEREOF, the Indemnitors have hereunto set their hands and affixed their seals this. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

_____ day of _____, 2006.

SIGNATURE PAGES FOLLOW

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Stout "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

Smith Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation, a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rossman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Miller, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Miller, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By: _____

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By: _____

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By: _____

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer
By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Building Manager, LLC, its General Manager

By: John A. Miller, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Miller, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By: MYRON J. BANNART, VP-CONTROLLER

Toll Brothers, Inc., a Delaware corporation

Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

By:

Beazer Homes USA, Inc., a Delaware corporation

Cary J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Ritter, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: John A. Ritter, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

By: Gary E. Mayo, Group President

By:

Beazer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

Principal
Addresses:

South Edge, LLC
By Holdings Manager, LLC, its General Manager

By: John A. Miller, its Manager

Indemnitors
Addresses:

Pecos South Group, LLC

By: John A. Miller, its Manager

Meritage Homes Corporation., a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

By: David K. Hill, CEO & Chairman of the Board

Weyerhaeuser Real Estate Company, a Washington corporation

By:

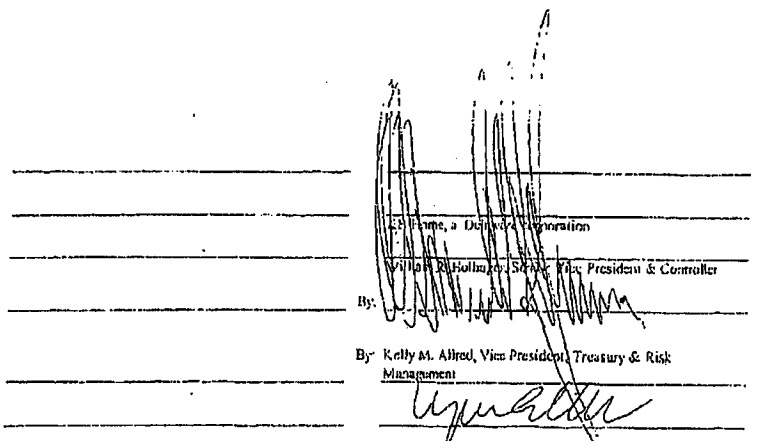
Toll Brothers, Inc., a Delaware corporation

By: Joel H. Rassman, Chief Financial Officer, Executive Vice President & Treasurer

Beazer Homes USA, Inc., a Delaware corporation

1000 Abernathy Rd., Suite 1200
Atlanta, GA 30328

By: Cary J. Boydston, Senior Vice President & Treasurer



E. Frame, a Delaware Corporation

William R. Holbrook, Senior Vice President & Controller

By:

By: Kelly M. Allred, Vice President, Treasury & Risk Management

IMPORTANT: COMPLETE ADDRESS, INCLUDING ZIP CODE, MUST BE GIVEN FOR ALL INDEMNITORS. INDIVIDUAL INDEMNITORS MUST FURNISH ADDRESS OF PERMANENT RESIDENCE. (ATTACH SEPARATE SHEET FOR ADDRESSES, IF NECESSARY.)

District of Nevada
Claims Register

10-32968-bam SOUTH EDGE, LLC

Judge: BRUCE A. MARKELL **Chapter:** 11

Office: Las Vegas **Last Date to file claims:** 06/29/2011

Trustee: CYNTHIA NELSON **Last Date to file (Govt):**

Creditor: (7127658) Bond Safeguard/Lexon Insurance Co. c/o Christine A. Roberts, Esq. Sullivan Hill Lewin Rez & Engel 228 South 4th Street, 1st Floor Las Vegas, NV 89101	**Claim No: 21** *Original Filed Date*: 06/29/2011 *Original Entered Date*: 06/29/2011	*Status:* *Filed by:* AT *Entered by:* ROBERTS, CHRISTINE *Modified:*
Unsecured claimed: $78766.15 **Total claimed: $78766.15**		

History:

Details 21-1 06/29/2011 Claim #21 filed by Bond Safeguard/Lexon Insurance Co., total amount claimed: $78766.15 (ROBERTS, CHRISTINE)

Description: (21-1) Southwest Gas - Bond #5028056

Remarks:

Claims Register Summary

Case Name: SOUTH EDGE, LLC
Case Number: 10-32968-bam
Chapter: 11
Date Filed: 12/09/2010
Total Number Of Claims: 1

	Total Amount Claimed	Total Amount Allowed
Unsecured	$78766.15	
Secured		
Priority		
Unknown		
Administrative		
Total	**$78766.15**	**$0.00**

EXHIBIT 5

[Settlement Agreement, Release and Assignment]

SETTLEMENT AGREEMENT, RELEASE AND ASSIGNMENT

This Settlement Agreement, Release and Assignment ("Agreement") is effective as of the 26 day of April, 2011, by and among SOUTHWEST GAS CORPORATION ("Claimant"), and BOND SAFEGUARD INSURANCE COMPANY ("Surety"), KB HOMES NEVADA, INC. ("KB Homes"), COLEMAN TOLL LIMITED PARTNERSHIP ("Coleman-Toll"), PARDEE HOMES OF NEVADA ("Pardee"), MERITAGE HOMES OF NEVADA, INC. ("Meritage"), and BEAZER HOMES HOLDINGS CORP. ("Beazer") (each individually "Builder" or collectively the "Builders"). All of the parties hereto are collectively referred to as the "Parties".

Recitals

A. The Builders represent that KB Homes, Coleman-Toll, Pardee, Meritage and Beazer are all members of South Edge, LLC, in the following proportionate shares:

A.	KB Home	48.5%
B.	Coleman-Toll	10.5%
C.	Pardee	4.9%
D.	Meritage	3.6%
E.	Beazer	2.6%
	Total	70.1%

Focus South Group, LLC (15.5%), Woodside Group, Inc. (8.1%), and Kimball Hills, Inc. (6.3%) make up the remaining 29.9% of South Edge, LLC. Woodside Group, Inc. and Kimball Hills, Inc. have filed bankruptcy. Focus South Group, LLC has refused to participate in this settlement.

B. South Edge, LLC entered into the following contracts with Claimant (collectively the "Main Extension Agreements"):

1. Gas Main Extension Agreement # 21-0276;
2. Gas Main Extension Agreement # 21-0792;
3. Gas Main Extension Agreement # 21-0802; and
4. Gas Main Extension Agreement # 21-0821.

C. Surety has posted the following bonds on behalf of South Edge, LLC to secure South Edge, LLC's performance under the Main Extension Agreements: #5022147, #5028056, #5028057, and #5025484 (collectively the "Bonds").

D. The projects covered by the Bonds and the Main Extension Agreements are: South Edge Approach Main, Bicentennial Pky 6" PE, Bicentennial Pky 8" STL HP/6" PE, and Inspirada Village 2 (collectively the "Projects").

E. Claimant has made demands on the Surety on each of the Bonds, in the total amount of $570,780 (the "Demand"), as follows:

#5022147	$182,117.00
#5028056	60,636.00
#5028057	186,607.00
#5025484	141,420.00

Now therefore, in consideration of the mutual promises herein and other valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Payment of the Demand will be divided among the members of South Edge, LLC based on their proportionate share as follows:

A.	KB Home	$276,828.30
B.	Toll	59,931.90
C.	Pardee	27,968.22
D.	Meritage	20,548.08
E.	Beazer	14,840.28
	Total	400,116.78

3. Surety agrees to pay the remaining balance of the Demand in the amount of $170,663.22, which represents 29.9% of the Demand.

4. All payments will be made prior to or contemporaneously with the execution of this Agreement by the Builders directly to the Claimant at the following address:

Southwest Gas Corporation
Attn: Tony Stipanov
6355 Shatz Street
North Las Vegas, NV 89115

Each Builder also shall submit an Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, prior to or contemporaneously with the execution of this Agreement

5. Each Builder represents that, at the time of executing this Agreement, it has not filed for nor has pursued any plans or taken any steps to file for bankruptcy under Title 11 of the United States Code Annotated (the "Bankruptcy Code") or to declare insolvency under any state laws.

6. Each Builder acknowledges that Claimant's contractual relationship regarding the Main Extension Agreements is solely with South Edge, LLC, and further acknowledges it has no

previous contractual relationship with Claimant regarding the Main Extension Agreements or Projects. Each Builder agrees that, at the time it executes this Agreement and makes the payment hereunder, it is has no existing debt outstanding or legal obligation to make any payment to Claimant under the Main Extension Agreements. Each Builder agrees that it is voluntarily making payment to Claimant in exchange for Claimant foregoing its right to demand payment from the Surety on the remaining balance of the Bonds in the total amount of $400,116.78. The Parties agree that such exchange is intended to and does constitute a contemporaneous exchange for new value given to and for the benefit of the Builder, and that payment by each Builder is not for an antecedent debt of the Builder to Claimant.

7. Builders and Surety agree to not cancel or terminate any of the Bonds and shall maintain each of the Bonds in an amount equal to 70.5% of the Demand under each Bond in place for at least six months after the effective date of this Agreement. If no Builder has filed for bankruptcy under the Bankruptcy Code or declared insolvency under any state laws, Claimant shall release the original bonds and return them to Bond Safeguard Insurance Company at the address shown in Paragraph 9 below. If a Builder does file for bankruptcy under the Bankruptcy Code or declare insolvency under any state law, the Builders and Surety agree that such Bonds shall remain in place until the debtor Builder obtains a final court order from the applicable court that Claimant shall not be required to repay any of the Demand.

8. Claimant acknowledges that the collective payment of the Demand is a full and complete compromise, settlement and satisfaction of all claims or liens which the Claimant, or any of its subcontractors, laborers, or suppliers has, or may have, against South Edge, LLC with regard to the above-referenced Projects to the extent that such payment is not subject to repayment by Claimant for any reason pursuant to a valid court order. To the extent of payment of the Demand by the Surety under this Agreement, Claimant hereby releases, satisfies and forever discharges Surety, South Edge, LLC, each individual member of South Edge, LLC and their predecessors and successors in interest, agents, officers, employees, attorneys, directors, shareholders and assigns from any and all causes of action, suits, debts, dues, sums of money, accounts, contracts, agreements, promises, liabilities, damages, judgments, executions, claims and demands whatsoever, whether in law or in equity, whether matured or unmatured, and whether known or unknown, developed or undeveloped or otherwise, which Claimant ever had, now has, or hereafter can, shall or may have for, upon or by reason of any claim that was asserted or that could have been asserted from the beginning of the world to the date of full execution of this Agreement, including but not limited to any and all claims related to the Demand, Project, Main Extension Agreements, or Bond referenced herein. To the extent of payment of the Demand by the Builders under this Agreement and subject to Paragraphs 5, 6, and 7 of this Agreement, effective six months after the effective date of this Agreement, Claimant shall release, satisfy and forever discharge Surety, South Edge, LLC, each individual member of South Edge, LLC and their predecessors and successors in interest, agents, officers, employees, attorneys, directors, shareholders and assigns from any and all causes of action, suits, debts, dues, sums of money, accounts, contracts, agreements, promises, liabilities, damages, judgments, executions, claims and demands whatsoever, whether in law or in equity, whether matured or unmatured, and whether known or unknown, developed or undeveloped or otherwise, which Claimant ever had, now has, or hereafter can, shall or may have for, upon or by reason of any claim that was asserted or that could have been asserted from the beginning of the world to the date of full execution of this Agreement, including but not limited to any and all claims related to the Demand, Project, Main Extension Agreements, or Bond referenced herein.

9. Claimant shall refund any portion of the Demand that may become subject to refund under the terms of the Main Extension Agreements for which the above-referenced Bonds were posted, to the individual members of South Edge, LLC in proportion to the amounts paid by them. Any such refunds shall be sent by Claimant to the following:

Maupin, Cox & LeGoy
Attn: Donald A. Lattin, Esq.
4785 Caughlin Parkway
Reno, NV 89519

Claimant shall notify Surety, at the following address, of any such refund:

Bond Safeguard/Lexon Insurance Company
256 Jackson Meadows Drive
Hermitage, TN 37076

10. By execution of this Agreement, effective 6 months after the agreement and once the Surety is released by Claimant, Surety hereby releases, satisfies and forever discharges South Edge, LLC, KB Homes, Coleman-Toll, Pardee, Meritage, and Beazer and their predecessors and successors in interest, agents, officers, employees, attorneys, directors, shareholders and assigns from any and all causes of action, suits, debts, dues, sums of money, accounts, contracts, agreements, promises, liabilities, damages, judgments, executions, claims and demands whatsoever, whether in law or equity, whether matured or unmatured, and whether known or unknown, developed or undeveloped or otherwise, which Surety ever had, now has, or hereafter can, shall or may have for, upon or by reason of any claim that was asserted or that could have been asserted from the beginning of the world to the date of full execution of this Agreement, including but not limited to any and all claims related to the Demand, Project, Main Extension Agreements, or Bond referenced herein, or payment made by Surety on behalf of Focus South Group, LLC, Woodside Group, Inc., and Kimball Hills, Inc. Surety reserves all rights to pursue indemnification from Focus South Group, LLC, Woodside Group, Inc. and Kimball Hills, Inc. in accordance with that certain General Agreement of Indemnity, dated May 18, 2006, between South Edge LLC and Bond Safeguard Company and/or Lexon Insurance Company.

11. Claimant hereby assigns, sells, transfers, and conveys to Surety, KB Homes, Coleman-Toll, Pardee, Meritage, and Beazer (each in accordance with its proportionate share) all of its rights, title, and interest in any claims against any person or entity arising from the providing of anything of value for the Projects for which the Bonds identified above were issued, and assigns, sells, transfers, and conveys to Surety, KB Homes, Coleman-Toll, Pardee, Meritage, and Beazer (each in accordance with its proportionate share) any claim that Claimant has, or may have with regard to the Projects. Such assignment, sell, transfer or conveyance shall be void to the extent that Claimant is required to repay any payment made by a Builder or Surety pursuant to a valid court order.

12. This release is conditioned upon payment by Surety, KB Homes, Coleman-Toll, Pardee, Meritage, and Beazer of the Demand and shall become effective when the Claimant has

received all checks in full satisfaction of the Demand, and paid by the banks upon which they are drawn.

13. This Agreement contains the entire agreement between the Parties and may not be changed or terminated orally but only by a written instrument executed by the authorized representatives of the Parties after the date of this Agreement.

14. The terms and conditions of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party. The Parties acknowledge that each of them has reviewed this Agreement and has had the opportunity to have it reviewed by their attorneys and that any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, including exhibits or amendments, if any.

15. If any term of this Agreement or the application of any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Agreement, and all of its applications, not held invalid, void or unenforceable, shall continue in full force and effect and shall not be affected, impaired or invalidated in any way.

16. The laws of the State of Nevada applicable to contracts made or to be wholly performed there (without giving effect to choice of law or conflict of law principles) shall govern the validity, construction, performance and effect of this Agreement. Any lawsuit to interpret or enforce the terms of this Agreement shall be brought in a court of competent jurisdiction in the State of Nevada.

17. This Agreement may be executed in any number of counterparts, each of which when duly executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. Any signature page of this Agreement may be detached from any counterpart without impairing the legal effect of any signatures, and may be attached to another counterpart, identical in form, but having attached to it one or more additional signature pages. This Agreement may be executed by signatures provided by electronic facsimile transmission (also known as "Fax" copies), which facsimile signatures shall be as binding and effective as original signatures.

18. This Agreement is made in compromise of disputed claims, differences and disputes and such settlement includes, but is not limited to, all claims and/or actions alleged, or which could have been alleged in connection with the Demand. Neither this Agreement, nor the negotiation, execution, or performance hereof, shall be deemed to constitute an admission, directly or indirectly, by any party of the truth of or of its liability or responsibility on account of or with respect to any of the matters or things asserted by any party, and no party shall suggest to the contrary in any other criminal or civil suit, action, or proceeding, whether or not pending, in which it may be a litigant, witness, or other participant. The negotiation, execution, and performance of this Agreement by the Parties is for the sole purpose of compromising and settling disputed claims and for buying peace and each released party expressly denies any and all liability on account of any of the claims.

SIGNATURE PAGE FOLLOWS

DATED 7/5/11

SOUTHWEST GAS CORPORATION

BY _____

ITS Vice President

BOND SAFEGUARD INSURANCE COMPANY

DATED 5/10/11

BY _____

ITS President

KB HOME NEVADA, INC.

DATED _____

BY _____

ITS _____

COLEMAN TOLL LIMITED PARTNERSHIP

DATED _____

BY _____

ITS _____

PARDEE HOMES OF NEVADA

DATED _____

BY _____

ITS _____

MERITAGE HOMES OF NEVADA, INC.

DATED _____

BY _____

ITS _____

BEAZER HOMES HOLDINGS CORP.

DATED _____

BY _____

ITS _____

BOND SAFEGUARD INSURANCE COMPANY

DATED _____ BY _____

ITS _____

KB HOME NEVADA, INC.

DATED _____ BY _____

ITS _____

COLEMAN-TOLL LIMITED PARTNERSHIP
By: Toll NV GP Corp., its General Partner

DATED 5/11/11 BY _____

ITS Assistant Vice President

PARDEE HOMES OF NEVADA

DATED _____ BY _____

ITS _____

MERITAGE HOMES OF NEVADA, INC.

DATED _____ BY _____

ITS _____

BEAZER HOMES HOLDINGS CORP.

DATED _____ BY _____

ITS _____

BOND SAFEGUARD INSURANCE COMPANY

DATED _____ BY _____

ITS _____

KB HOME NEVADA, INC.

DATED _____ BY _____

ITS _____

COLEMAN TOLL LIMITED PARTNERSHIP

DATED _____ BY _____

ITS _____

PARDEE HOMES OF NEVADA

DATED _____ BY [signature]

ITS Vice President

MERITAGE HOMES OF NEVADA, INC.

DATED _____ BY _____

ITS _____

BEAZER HOMES HOLDINGS CORP.

DATED _____ BY _____

ITS _____

BOND SAFEGUARD INSURANCE COMPANY

DATED _____ BY _____

ITS _____

KB HOME NEVADA, INC.

DATED _____ BY _____

ITS _____

COLEMAN TOLL LIMITED PARTNERSHIP

DATED _____ BY _____

ITS _____

PARDEE HOMES OF NEVADA

DATED _____ BY _____

ITS _____

MERITAGE HOMES OF NEVADA, INC.

DATED 4-26-11 BY _____

ITS VP Regional Counsel

BEAZER HOMES HOLDINGS CORP.

DATED _____ BY _____

ITS _____

BOND SAFEGUARD INSURANCE COMPANY

DATED _____ BY_____

ITS_____

KB HOME NEVADA, INC.

DATED _____ BY_____

ITS_____

COLEMAN TOLL LIMITED PARTNERSHIP

DATED _____ BY_____

ITS_____

PARDEE HOMES OF NEVADA

DATED _____ BY_____

ITS_____

MERITAGE HOMES OF NEVADA, INC.

DATED _____ BY_____

ITS_____

BEAZER HOMES HOLDINGS CORP.

DATED 6/9/11 BY [signature]

ITS EVP and GC

SOUTHEDGE - SOUTHWEST GAS CORP. CLAIMS						
				Per Bond Breakdown		
Bond #	**Amt. of Bond**	**Amt. of Claim**	**Project**	Woodside	Kimball	Focus
5022147	$ 186,053.00	$ 182,117.00	South Edge Approach Main	$ 14,751.47	$ 11,473.37	$ 28,228.13
5025484	$ 194,046.00	$ 141,420.00	Inspirada Village 2	$ 11,455.02	$ 8,909.46	$ 21,920.10
5028056	$ 60,636.00	$ 60,636.00	Bicentennial Pky 6" PE	$ 4,911.51	$ 3,820.06	$ 9,398.58
5028057	$ 376,259.00	$ 186,607.00	Bicentennial Pky 8" STL HP/6"PE	$ 15,115.16	$ 11,756.24	$ 28,924.08
Total	**$ 816,994.00**	**$ 570,780.00**		**$ 46,233.16**	**$ 35,959.13**	**$ 88,470.89**
Payment Breakdown						
KB Homes	48.5%	$ 276,828.30				
Toll	10.5%	$ 59,931.90				
Pardee	4.9%	$ 27,968.22				
Meritage	3.6%	$ 20,548.08				
Beazer	2.6%	$ 14,840.28				
Total for JV's		**$ 400,116.78**				
Woodside	8.1%	$ 46,233.18				
Kimball	6.3%	$ 35,959.14				
Focus	15.5%	$ 88,470.90				
Total by BSG		**$ 170,663.22**				
JV's		$ 400,116.78				
Bond SG		$ 170,663.22				
		$ 570,780.00				

EXHIBIT 6

[Proposed Order]

Robert J. Moore (CA State Bar No. 77495)
David B. Zolkin (CA State Bar No. 155410)
MILBANK, TWEED, HADLEY & McCLOY LLP
601 South Figueroa Street, 30th Floor
Los Angeles, California 90017
Telephone: (213) 892-4000
Facsimile: (213) 629-5063

Counsel for Chapter 11 Trustee

Lenard E. Schwartzer, Nevada Bar No. 0399
Jeanette E. McPherson, Nevada Bar No. 5423
SCHWARTZER & McPHERSON LAW FIRM
2850 South Jones Boulevard, Suite 1
Las Vegas, Nevada 89146-5308
Telephone: (702) 228-7590
Facsimile: (702) 892-0122
E-Mail: bkfilings@s-mlaw.com

Local Counsel for Chapter 11 Trustee

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re: SOUTH EDGE, LLC, Debtor.	Chapter 11 Case No. BK-10-32968 **ORDER SUSTAINING THE OBJECTION OF THE CHAPTER 11 TRUSTEE TO THE PROOFS OF CLAIM FILED BY BOND SAFEGUARD/LEXON INSURANCE COMPANY**

Upon the *Objection of the Chapter 11 Trustee to Proofs of Claim Filed by Bond Safeguard/Lexon Insurance Company* (the "Objection")[1], pursuant to sections 105(a) and 502 of the Bankruptcy Code, Bankruptcy Rules 3007 and Local Rule 3007; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §1334; and this proceeding being a core

[1] Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Objection.

proceeding pursuant to 28 U.S.C. §157; and appropriate notice of the Objection and the opportunity for a hearing on the Objection having been provided under the particular circumstances, and it appearing that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefore, THE COURT HEREBY FINDS AND CONCLUDES AS FOLLOWS:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and over the persons and property affected thereby. Consideration of the Objection constitutes a core proceeding under 28 U.S.C. § 157(b)(2).

B. Under the circumstances, the Court concludes that the notice of the Objection given by the Trustee constitutes due, sufficient and appropriate notice (i) of the Objection and (ii) opportunity for a hearing on the Objection, and the notice requirements of Bankruptcy Rule 2002 are deemed satisfied.

C. The Trustee has demonstrated sufficient cause to grant the relief requested in the Objection and set forth in this order under sections 105(a) and 502 of the Bankruptcy Code, Bankruptcy Rules 3007 and Local Rule 3007.

D. Based on the foregoing and upon the record made before this Court at the hearing on the Objection, and good and sufficient cause appearing therefore, IT IS HEREBY ORDERED THAT:

1. The Objection is sustained and the relief requested by the Trustee is granted.

2. Pursuant to sections 105(a) and 502 Claim 23 filed by Bond Safeguard/Lexon Insurance Company, is disallowed in its entirety for all purposes.

3. Purusuant to sections 105(a) and 502 each of Claim 30, Claim 31, Claim 32 and Claim 33, filed by Bond Safeguard/Lexon Insurance Company, is disallowed in its entirety for all purposes.

4. Pursuant to sections 105(a) and 502 of the Bankruptcy Code, each of Claim 18, Claim 19, Claim 20, Claim 21, filed by Bond Safeguard/Lexon Insurance Company, is disallowed in its entirety for all purposes.

5. This Court retains jurisdiction with respect to all matters arising from or related to the implementation and/or interpretation of this Order.

SUBMITTED BY:

By: _____
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