


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	
<small>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.</small>			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Bond Safeguard/Lexon Insurance Co.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where notices should be sent: c/o Christine A. Roberts, Esq. 228 South 4th Street, 1st Floor Las Vegas, NV 89101 Telephone number: (702) 382-8440		RECEIVED JUN 30 2011 BMC GROUP	
Name and address where payment should be sent (if different from above):		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Telephone number:			
1. Amount of Claim as of Date Case Filed: \$ <u>648,744.28</u>		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.	
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.		Specify the priority of the claim.	
If all or part of your claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$1,725*) 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). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> 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). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(): _____ Amount entitled to priority: \$ _____	
2. Basis for Claim: <u>Bond # 6023131</u> (See instruction #2 on reverse side.)			
3. Last four digits of any number by which creditor identifies debtor: _____			
3a. Debtor may have scheduled accounts: <u>City Henderson</u> (See instruction #3a on reverse side.)			
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box. If your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____			
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.			
7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements 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: <u>6/29/11</u> <i>Stephen H. Ross</i> STEPHEN H. ROSS AUP OF SURETY CLAIMS BOND SAFEGUARD/LEXON INSURANCE CO.		FOR COURT USE ONLY South Edge  00023-2	

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.



**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, witnesseth:

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 Mortgage, 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 subcontractors let in connection therewith; all of their rights in and to all machinery, plans, 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 in reasonable access to the books, records, and accounts of South Edge; and any bank depositor, mutual 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. K.D Home - 12.5%
- B. Focus South Group - 15.3%
- C. Toll Brothers - 10.5%
- D. Wootable - 8.1%
- E. Kimbell Hill - 6.3%
- F. Parker Homes - 4.9%
- G. Meritigo - 5.6%
- H. Benzer - 2.0%

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 _____, 2011

SIGNATURE PAGES FOLLOW

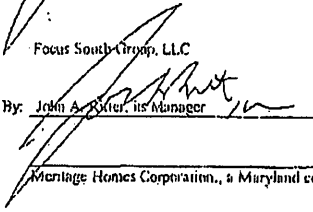
Principal
Addresses:

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

By:  its Manager 5/0

Indemnitors
Addresses:

Focus South Group, LLC

By:  its Manager 7/0

Mortgage Homes Corporation, a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Cliff" 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. Howatson, 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

Mortgage Homes Corporation, a Maryland corporation

By: Larry W. Sear, Jr. Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Hills, Inc., a Florida corporation

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

Weyman & Co. Real Estate Company, a Washington corporation

By:

Toll Brothers, Inc., a Delaware corporation

By: Jack H. Robinson, Chief Financial Officer, Executive Vice President & Treasurer

By: Robert Hoopes USA, Inc., a Delaware corporation

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

By:

Principal
Addresses:

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

By: [Signature]
John A. Miller, its Manager

Indemnitors
Addresses:

Focus South Group, LLC

By: [Signature]
John A. Miller, its Manager

Mortgage Homes Corporation, a Maryland corporation

By: [Signature]
Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: [Signature]
Scott "Chip" Nelson, President

Kimball Hills, Inc., an Illinois corporation

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

Weyerhaeuser Real Estate Company, a Washington corporation

By: _____

Toll Brothers, Inc., a Delaware corporation

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

By: _____

Ocean Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By: _____

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Principal
Address:

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

By:  *John A. Baker, its Manager* P.0
C.01

Indemnitors
Address:

Focus South Group, LLC

By:  *John A. Baker, its Manager* P.0
C.01

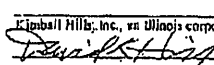
Meritage Homes Corporation, a Maryland corporation

By: Larry W. Sessy, its Chief Financial Officer

Woodside-Gemin, 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 M. Rasmussen, 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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P.05

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. Stoy, its Chief Financial Officer

Woodliso Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Mills, 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

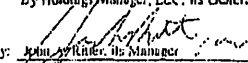
By: Joel H. Roszman, Chief Financial Officer, Executive Vice President & Treasurer

Beutz Homes USA, Inc., a Delaware corporation

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

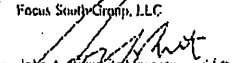
Principal
Address:

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

By:  52
John A. Ritter, its Manager

Indemnitors
Address:

Focus South Group, LLC

By:  70
John A. Ritter, its Manager

Merridge Homes Corporation, a Maryland corporation

By: Larry W. Seay, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Clint" 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:  7
Gary H. Mayo, Group President

By:

Benzer Homes USA, Inc., a Delaware corporation

Cory J. Boydston, Senior Vice President & Treasurer

By:

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OPERATIONS

PAGE 04/05

Principal
Address:

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

By: *[Signature]* 7/6

Indemnitors
Address:

Focus South Group, LLC

By: *[Signature]* 7/6

Marriage Homes Corporation, a Maryland corporation

By: Larry W. Stacy, its Chief Financial Officer

Woodside Group, Inc., a Nevada corporation

By: Scott "Chip" Nelson, President

Kimball Mills, 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. Rabinson, Chief Financial Officer, Executive Vice President & Treasurer

By: _____

Beater Homes USA, Inc., a Delaware corporation

Cory J. Boydellon, Senior Vice President & Treasurer

By: *[Signature]*

1000 Abernethy Rd., Suite 1200
Atlanta, GA 30320

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):**

<i>Creditor:</i> (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: 23 <i>Original Filed</i> Date: 06/29/2011 <i>Original Entered</i> Date: 06/29/2011 <i>Last Amendment</i> Filed: 06/29/2011 <i>Last Amendment</i> Entered: 06/29/2011	<i>Status:</i> Filed by: AT Entered by: ROBERTS, CHRISTINE Modified:
Unsecured claimed: \$646744.29 Total claimed: \$646744.29		

<i>History:</i>	
<u>Details</u>	<u>23-1</u> 06/29/2011 Claim #23 filed by Bond Safeguard/Lexon Insurance Co., total amount claimed: \$3158242 (ROBERTS, CHRISTINE)
<u>Details</u>	<u>23-2</u> 06/29/2011 Amended Claim #23 filed by Bond Safeguard/Lexon Insurance Co., total amount claimed: \$646744.29 (ROBERTS, CHRISTINE)
<i>Description:</i> (23-1) City of Henderson - Bond #5023151	
(23-2) City of Henderson - Bond #5023131	
<i>Remarks:</i>	

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	\$646744.29	
Secured		
Priority		
Unknown		
Administrative		
Total	\$646744.29	\$0.00