

UNITED STATES BANKRUPTCY COURT      CENTRAL DISTRICT OF CALIFORNIA		PROOF OF CLAIM
Name of Debtor: David Schwartzman		Case Number: 09-16565-MT
NOTE: <i>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.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Bond Safeguard Insurance Co/Lexon Insurance Co.		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.
Name and address where notices should be sent: Harris Beach PLLC One Park Place, 4th Floor 300 South State St. Syracuse, NY 13202 Attn: Kelly C. Griffith, Esq. Telephone number: (315) 423-7100		<b>Court Claim Number:</b> _____ <i>(if known)</i>  <b>Filed on:</b> _____
Name and address where payment should be sent (if different from above): Bond Safeguard Insurance Co/Lexon Insurance Co 256 Meadow Drive, Suite 201 Hermitage, TN 37076  Telephone number: (615) 250-3040		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.  <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. <b>Amount of Claim as of Date Case Filed:</b> \$ approximately \$ 1,767,055.00 (see attached)  If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. <b>Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any portion of your claim falls in one of the following categories, check the box and state the amount.  Specify the priority of the claim.  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4).  <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5)  <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7)  <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).  <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).  <b>Amount entitled to priority:</b>  \$ _____  <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. <b>Basis for Claim:</b> indemnification agreement - see attached (See instruction #2 on reverse side.)		
3. <b>Last four digits of any number by which creditor identifies debtor:</b> _____  3a. <b>Debtor may have scheduled account as:</b> Bond Safeguard Ins. Co. and/or Lexon Insurance Co. (See instruction #3a on reverse side.)		
4. <b>Secured Claim</b> (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.  <b>Nature of property or right of setoff:</b> <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other <b>Describe:</b>  <b>Value of Property:</b> \$ _____ <b>Annual Interest Rate</b> _____ %  <b>Amount of arrearage and other charges as of time case filed included in secured claim, if any:</b> \$ _____ <b>Basis for perfection:</b> _____  <b>Amount of Secured Claim:</b> \$ _____ <b>Amount Unsecured:</b> \$ _____		
6. <b>Credits:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim.		
7. <b>Documents:</b> Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See 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: 12/29/09	<b>Signature:</b> 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.  <i>Kelly C. Griffith of Harris Beach PLLC, Attorney for Bond Safeguard Ins Co &amp; Lexon Ins. Co.</i>	<b>FOR COURT USE ONLY</b>

**DS VENTURES Bond List**

<u>Bond Number</u>	<u>Principal</u>	<u>Obligee</u>	<u>Bond Type</u>	<u>Bond Amount</u>
5018185 LB/L DS Ventures Clovis, LLC		City of Clovis	Subdivision Performance Bond	\$951,000.00
5018185 LB/L DS Ventures Clovis, LLC		City of Clovis	Payment Bond	\$475,500.00
5018185 LB/L DS Ventures Clovis, LLC		City of Clovis	Maintenance Bond	\$93,600.00
5027264 LB/L DS Ventures Clovis, LLC		The Vintage Collection Homeowners Association	Surety Bond	\$14,305.00
5027271 LB/L DS Ventures Metropolitan II LLC		County of Los Angeles	Tax Payment Bond	\$232,650.00

**Total Bond Amount: \$1,767,055.00**

**Lexon Insurance Company**  
**Bond Safeguard Insurance Company**  
Lombard, Illinois

**GENERAL AGREEMENT OF INDEMNITY**

This Agreement entered into by and between the undersigned, herein called the Indemnitors, and Bond Safeguard Insurance Company, Illinois, and/or Lexon Insurance Company, Texas, with Executive Offices in Lombard, Illinois herein called the Company, 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 the Indemnitors or any one or more of the parties included in the designation Indemnitors, 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 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, jointly and severally, agree with the Company as follows:

1. The Indemnitors 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 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.
2. The Indemnitors will 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 any of the Indemnitors 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 liability therefore to the Company.
3. If the Company shall set up a reserve to cover any claim, suit or judgment under any such bond, the Indemnitors 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. The Indemnitors 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 shall have the exclusive right to determine for itself and the Indemnitors whether any claim or suit brought against the Company or the Principal upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitors.

6. If such bond be given in connection with a contract, the Company is hereby authorized, 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 the Indemnitors, to complete the contract, or cause, or consent, to the completion thereof. 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 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, 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 liability of any of the others, and we hereby expressly waive the right to be discharged and released by reason of the release of one or more of the joint 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 cosureties, 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, cosureties, and reinsurers as their interests may appear.

11. The liability of the Indemnitors hereunder shall not be affected by the failure of the Principal 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 the indemnitors, or any one or more of the parties so designated, 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 liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Company is 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

16. That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity



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 the Indemnitor and Indemnitors; 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 the Indemnitor, 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 in any said Bonds, or the Contractor 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 the death, disappearance, Contractor's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or territory of the United States, the Surety shall have the right, 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 the Contractor and Indemnitors to complete or arrange for the completion of the same, and the Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred

19. THE INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER ANY BONDS (WHETHER OR NOT COVERED BY ANY APPLICATION SIGNED BY ANY ONE OR MORE OF THE INDEMNITORS—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 THE INDEMNITORS, OR ANY ONE OF THEM (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.

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

8th day of April 20 05

Addresses:

DS Ventures, LLC and all subsidiaries now owned and/or hereafter created, controlled, acquired, or managed. (LS)

8383 Wilshire Blvd., #1000 Beverly Hills, CA 90211

By: [Signature] (LS) David Schwartzman, Managing Member (LS)

8383 Wilshire Blvd., #1000 Beverly Hills, CA 90211

By: X [Signature] (LS) David Schwartzman, Individually (LS)

(LS)

(LS)

(LS)

RECEIVED JUL 21 2006

STATE OF CALIFORNIA

DEPARTMENT OF REAL ESTATE  
SUBDIVISIONS

**SURETY BOND**  
*(Regulation 2792.9)*

RE 643J (Rev. 5/05)

BOND NUMBER	PREMIUM
5018220	\$858.00/ 1 year

KNOW ALL MEN BY THESE PRESENTS:

That we, LB/L DS Ventures Clovis, LLC (Name of Subdivider)

as Principal, and Bond Safeguard Insurance Company (Name of Surety),

a corporation organized and doing business under and by virtue of the laws of the State of Illinois

and duly licensed to conduct a general Surety business in the State of California as Surety, are firmly held and bound unto  
The Vintage Collection Homeowners' Association (Name of Association),

a community association described in Civil Code Section 1363, as Obligee, in the penal sum of Thirty Four Thousand  
Three Hundred Fifteen Dollars (\$ 34,315.00), for the payment of which we bind

ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, this bond is executed, issued, furnished and otherwise given on behalf of the Principal, an applicant for a public report applied for or to be issued by the California Department of Real Estate, in compliance with Section 2792.9 of Chapter 6, Title 10, California Code of Regulations, to secure the prompt and faithful performance of Principal's obligation to Obligee under any form RE 643 (Assessment Security Agreement provisions of the Assessment Security Agreement and Instructions to Escrow Depository) executed by the Principal for the benefit of the Association.

NOW THEREFORE, the condition of the obligation is such, that, if the said Principal shall promptly and faithfully perform, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, does hereby waive the right granted to Surety under California Civil Code Section 2845 to require that Obligee proceed independently against Principal to enforce this obligation, but reserves to itself any right under said Section 2845 to require that Obligee proceed jointly against Principal and Surety in any such action

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Beverly Hills  
California this 13th day of July, 2006 Encino

NAME OF PRINCIPAL (TYPE OR PRINT)

LB/L DS Ventures Clovis, LLC

SIGNATURE OF PRINCIPAL

NAME OF SURETY (TYPE OR PRINT)

Bond Safeguard Insurance Company

SIGNATURE OF SURETY

David Noddle, Attorney in Fact

**BOND SAFEGUARD INSURANCE COMPANY**  
1919 S. Highland Avenue, Building A - Suite 300 - Lombard, Illinois 60148

Bond No. 5018185  
Premium: \$17,040.00/ 2 years  
SUBDIVISION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE LB/L DS Ventures Clovis, LLC  
located at 8383 Wilshire Blvd., #1000, as Principal, and BOND SAFEGUARD INSURANCE COMPANY,  
1033 5th St., Clovis, CA 93612, as Surety, are held and  
firmly bound unto City of Clovis, as Oblige, in the penal sum of Nine Hundred  
Thirty Six Thousand & no/100 (\$) 936,000.00 for the payment of  
which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and  
severally, firmly by these presents;

WHEREAS, the above bounden principal has been granted approval by the above named obligee for  
Improvements at Tract 5437 as set forth at a meeting of the Town  
of Clovis Planning Board on \_\_\_\_\_, for final revision.

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall complete the above  
improvements in accordance with the plans and specifications prepared by \_\_\_\_\_  
within \_\_\_\_\_ year period from the date thereof, and shall indemnify and  
save harmless the Town from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay  
the Oblige any outlay and expense which it may incur in making good any such default, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a  
condition precedent to any rights of claims or recovery hereunder:

1. Upon the discovery by the Oblige, or by the Oblige's agent or representative, of any act or omission that shall or  
might involve a loss hereunder, the Oblige shall endeavor to give written notice thereof with the fullest information  
obtainable at the time to the Surety at its office at Lombard, Illinois
2. Legal proceedings for recovery hereunder may not be brought unless begun within twelve (12) months from the date  
of the discovery of the act or omission of the Principal on account of which claim is made.
3. The Principal shall be made a party of any suit or action for recovery hereunder, and no adjustment shall be rendered  
against the Surety in excess of the penalty of this instrument.
4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Oblige, and the  
Oblige's right hereunder, may not be assigned without the written consent of the Surety.

IN WITNESS WHEREOF, This instrument has been executed by the duly authorized representative of the Principal and the Surety.

SIGNED, SEALED AND DATED: January 31, 2007

(seal) LB/L DS Ventures Clovis, LLC  
Principal

By: \_\_\_\_\_

(seal) Bond Safeguard Insurance Company

By: \_\_\_\_\_  
David Noddle, Attorney-In-Fact

**Bond Safeguard** INSURANCE COMPANY

1919 S. Highland Avenue, Bldg. A-Suite 300  
Lombard, Illinois 60148-4979

**"Premium Included In  
Performance Bond"**

PAYMENT BOND NO. 5018185

BY THIS BOND, We, LB/L DS Ventures Clovis, LLC  
as Principal, and Bond Safeguard Insurance Company,  
Lombard, Illinois, a corporation, as Surety, are bound to City of Clovis  
herein called Owner, in the sum of Four Hundred Sixty Eight Thousand & no/100  
(\$ 468,000.00 ) for  
the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and  
severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payments to all lienors supplying labor, material, and supplies used directly or indirectly by  
Principal in the prosecution of the work provided in the contract dated the        day of 20  
between Principal and Owner for construction of Improvements at Tract 5437

the contract being made a part of this bond by reference; and

2. Pays Owner all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings that Owner  
sustains because of default by Principal under paragraph 1, of this bond; then this bond is void; otherwise, it remains in full  
force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with  
the contract or with the changes do not affect Surety's obligation under this bond.

DATED ON 31st day of January 20 07

LB/L DS Ventures Clovis, LLC

\_\_\_\_\_  
(Seal)  
Principal

BOND SAFEGUARD INSURANCE COMPANY

\_\_\_\_\_  
(Seal)  
Attorney-in-fact  
David Noddle



POWER OF ATTORNEY  
**Bond Safeguard** INSURANCE COMPANY  
AO 36335

KNOW ALL MEN BY THESE PRESENTS, that BOND SAFEGUARD INSURANCE COMPANY, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint:

David Noddle, Lianne Noddle, Angela Bisordi

its true and lawful Attorney(s) In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of BOND SAFEGUARD INSURANCE COMPANY on the 7th day of November, 2001 as follows:

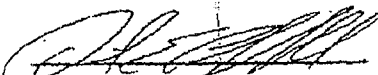
Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company

IN WITNESS THEREOF, BOND SAFEGUARD INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 7th day of November, 2001



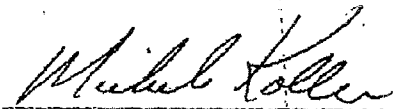
BOND SAFEGUARD INSURANCE COMPANY

BY   
David E. Campbell  
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of BOND SAFEGUARD INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

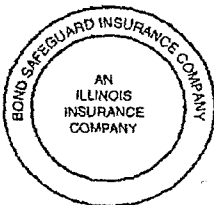



  
Michele Koller  
Notary Public

CERTIFICATE

I, the undersigned, Vice President of BOND SAFEGUARD INSURANCE COMPANY, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 31st Day of January, 20 07



  
Donald D. Buchanan  
Secretary

**Bond Safeguard** INSURANCE COMPANY

1919 S. Highland Avenue, Bldg. A-Suite 300  
Lombard, Illinois 60148-4979

BOND RIDER No. 5018185

To be attached to and form a part of Subdivision Performance and Payment Bond

Bond No. 5018185 Dated January 31, 2007 of 2007  
LB/L DS Ventures Clovis, LLC, as Principal, and  
BOND SAFEGUARD INSURANCE COMPANY, as surety, in favor of \_\_\_\_\_  
City of Clovis, as Obligor.

It is understood and agreed that the Bond is changed or revised in the particulars as indicated below:

The subdivision performance bond is increased to \$951,000.00.  
The subdivision payment bond is increased to \$475,500.00

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

This Bond Rider shall become effective: January 31, 2007

IN WITNESS WHEREOF, BOND SAFEGUARD INSURANCE COMPANY has caused its corporate seal to be hereunto

affixed this: February 27, 2007

BOND SAFEGUARD INSURANCE COMPANY

David Noddle  
Attorney-in-Fact

STATE OF CALIFORNIA

DEPARTMENT OF REAL ESTATE  
SUBDIVISIONS

**SURETY BOND**  
*(Regulation 2792.9)*

RE 643J (Rev. 5/05)

BOND NUMBER	PREMIUM
5027264	\$358.00/1 Year

KNOW ALL MEN BY THESE PRESENTS:

That we, LB/L-DS Ventures Clovis LLC, a Delaware limited liability company (Name of Subdivider)  
 as Principal, and Bond Safeguard Insurance Company (Name of Surety),  
 a corporation organized and doing business under and by virtue of the laws of the State of Illinois  
 and duly licensed to conduct a general Surety business in the State of California as Surety, are firmly held and bound unto  
The Vintage Collection Homeowners Association (Name of Association),  
 a community association described in Civil Code Section 1363, as Obligee, in the penal sum of Fourteen Thousand,  
Three Hundred and Five Dollars (\$ 14,305.00 ), for the payment of which we bind  
 ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, this bond is executed, issued, furnished and otherwise given on behalf of the Principal, an applicant for a public report applied for or to be issued by the California Department of Real Estate, in compliance with Section 2792.9 of Chapter 6, Title 10, California Code of Regulations, to secure the prompt and faithful performance of Principal's obligation to Obligee under any form RE 643 (Assessment Security Agreement provisions of the Assessment Security Agreement and Instructions to Escrow Depository) executed by the Principal for the benefit of the Association.

NOW THEREFORE, the condition of the obligation is such, that, if the said Principal shall promptly and faithfully perform, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Surety, for value received, does hereby waive the right granted to Surety under California Civil Code Section 2845 to require that Obligee proceed independently against Principal to enforce this obligation, but reserves to itself any right under said Section 2845 to require that Obligee proceed jointly against Principal and Surety in any such action.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-In-Fact at Tarzana, California this 5th day of November, 2007.

NAME OF PRINCIPAL (TYPE OR PRINT)

LB/L-DS Ventures Clovis LLC, a Delaware limited liability company

SIGNATURE OF PRINCIPAL

>

NAME OF SURETY (TYPE OR PRINT)

Bond Safeguard Insurance Company

SIGNATURE OF SURETY

>

David Noddle, Attorney-in-fact

POWER OF ATTORNEY  
**Bond Safeguard** INSURANCE COMPANY

AO 50364

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: **David Noddle, Lianne Noddle, Angela Bisordi \*\*\*\*\***  
\*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY *David E. Campbell*  
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

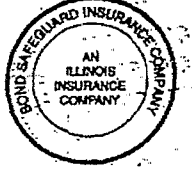
**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/09

*Maureen K. Aye*  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 5<sup>th</sup> Day of November 2007



*Dorald D. Buchanan*  
Dorald D. Buchanan  
Secretary

Bond#5027271  
Premium:\$6,980.00/1Year

Chapter 13 cont.

BOND FOR PAYMENT OF TAXES IN SUBDIVISION OF LAND

For Tract/Parcel Map No. TR# 63478

Know All Men By These Presents

TR 63478

LB/L-DS Ventures Metropolitan II LLC,  
THAT WE a Delaware limited liability company

As Principal(s), and Bond Safeguard Insurance Company

as Surety, are held and firmly bound unto the County of Los Angeles, State of California, in the penal sum of Two Hundred Thirty Two Thousand Six Hundred Fifty dollars (\$ 232,650 ) for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, by these presents:

THE CONDITION of the above obligation is such that whereas, the owner(s) of a division of land representing a certain subdivision of real estate, to-wit: Tract No./Parcel Map No. TR 63478, intend(s) to file a map thereof with the Recorder of the County of Los Angeles.

AND WHEREAS, the provisions of the State Codes require that this bond be filed with the Clerk of the Board of Supervisors of said County.

NOW THEREFORE, if the said principal(s) shall pay, or cause to be paid, when due, all taxes, and all special assessments collected like taxes, which at the time of filing said map, are a lien against such subdivision, or any part thereof but not yet payable or for which a tax bill has not been prepared, then this obligation shall cease and be void, otherwise it shall remain in full force and effect until said taxes, which include accounts shown on the regular assessment roll and any supplemental roll, are paid in full, including any penalties and interest incurred. If legal action is required to recover under this bond, the protection afforded by it shall cover the payment of reasonable attorney's fees. The provisions of Section 2845 of the Civil Code are not a condition precedent to the surety's obligation hereunder and are hereby waived by the surety.

IN WITNESS there by, said Principal(s) and said Surety caused this bond to be executed on the 24th day of March, 2008.

LB/L-DS Ventures Metropolitan II LLC  
Principal a Delaware limited liability company

(Seal)

See Attached Signature Page

Surety Bond Safeguard Insurance Company  
256 Jackson Meadows Dr. Ste. 201  
Address Hermitage, TN. 37076

Note:  
All signatures, both principal and surety must be acknowledged before a notary public

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
David Noddle, Attorney-in-fact  
Approved as to form  
COUNTY COUNSEL

Date \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Chapter 13 cont.

"I HEREBY CERTIFY:

1. That \_\_\_\_\_ has been certified by the State Insurance Commissioner as an admitted surety and that such authority is in full force and effect.
2. That the person executing the within bond on behalf of the surety is authorized to do so under a power of attorney on file with this office.
3. That there is on file in this office the financial statement of the surety for the period ending \_\_\_\_\_ showing capital and surplus not less than times the amount of this bond."

COUNTY CLERK

By \_\_\_\_\_  
Deputy

Dated \_\_\_\_\_

POWER OF ATTORNEY AO 50371  
**Bond Safeguard** INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: David Noddle, Lianne Noddle, Angela Bisordi \*\*\*\*\*  
\*\*\*\*\*  
its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$1,000,000.00, One Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.

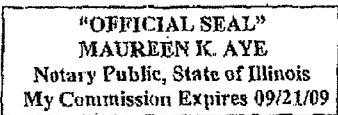


**BOND SAFEGUARD INSURANCE COMPANY**

BY David E. Campbell  
David E. Campbell  
President

**ACKNOWLEDGEMENT**

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



Maureen K. Aye  
Maureen K. Aye  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force

Signed and Sealed at Lombard, Illinois this 24th Day of March, 20 08



Donald D. Buchanan  
Donald D. Buchanan  
Secretary