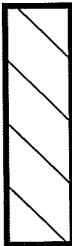


LEGEND

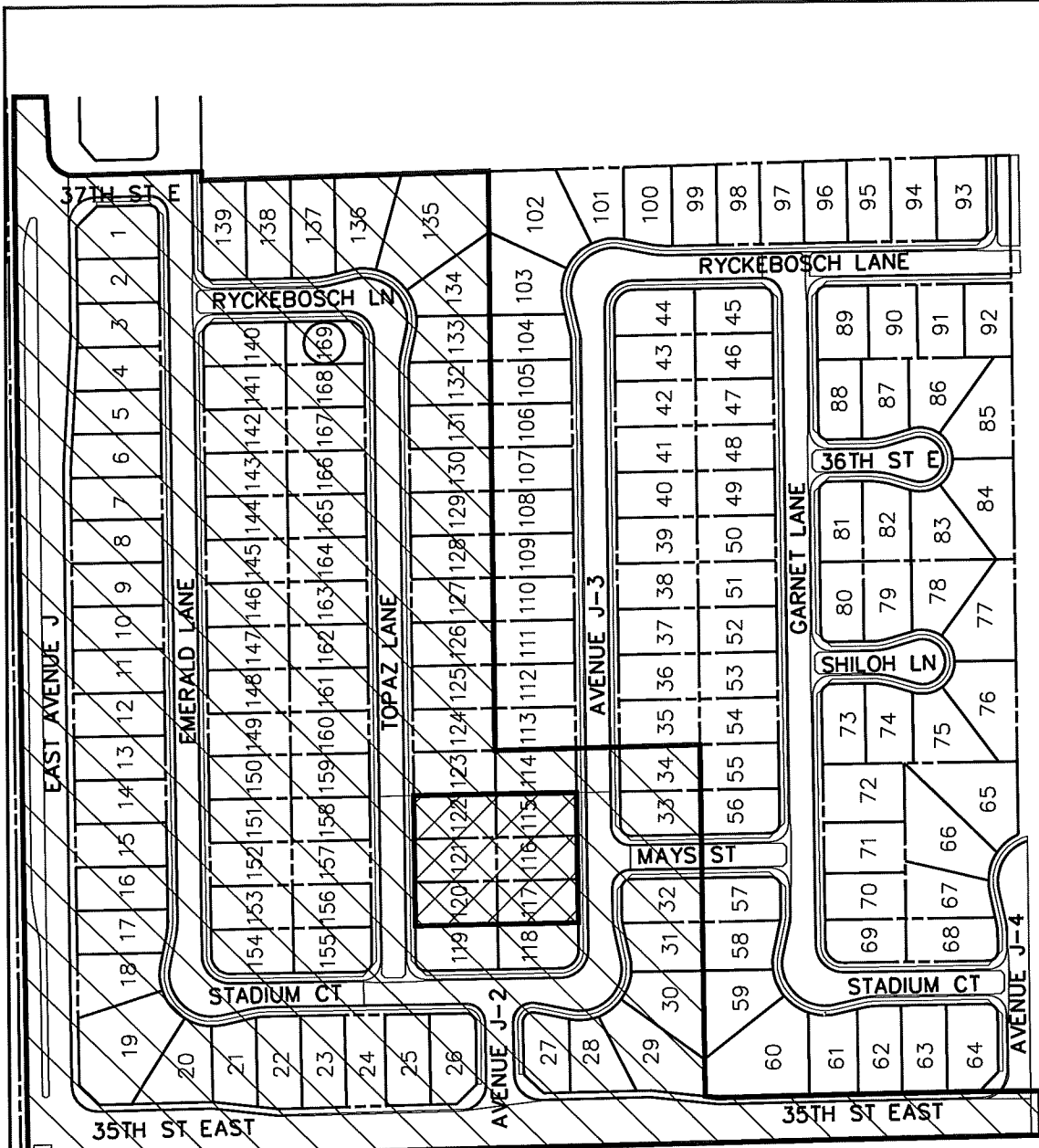
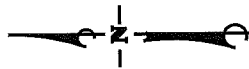
LOTS PURCHASED BY
KB HOME COASTAL INC.



OCCUPIED HOMES SOLD TO
3RD PARTY OWNERS (NOT A
PART OF KB HOMES LOTS)



TRACT NO. 061206



BIFURCATION EXHIBIT A, PHASE 1 - KB HOME LOTS

Penfield & Smith
Engineering · Surveying · Planning
· Construction Management ·

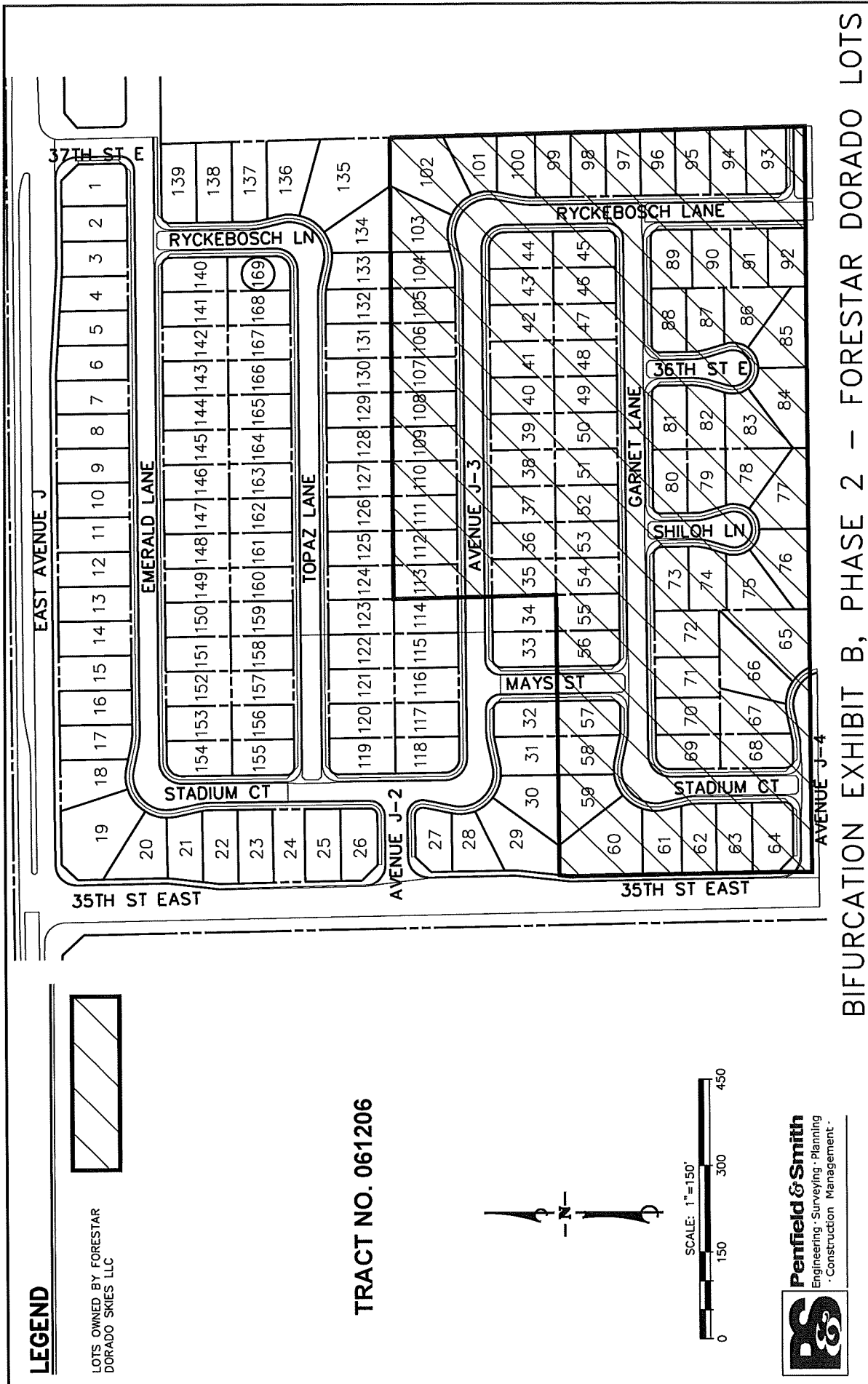
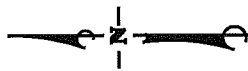


LEGEND



LOTS OWNED BY FORESTAR
DORADO SKIES LLC

TRACT NO. 061206



BIFURCATION EXHIBIT B, PHASE 2 – FORESTAR DORADO LOTS

Penfield & Smith
Engineering · Surveying · Planning
· Construction Management ·

**UNDERTAKING AGREEMENT
(SUBDIVISION IMPROVEMENTS)
TRACT NO. 061206 PHASE 1**

THIS AGREEMENT made this _____ day of _____, 20__ by and between the City of Lancaster, (the "City") and KB HOME Coastal Inc., (the "Subdivider").

R E C I T A L S

A. The City approved Tentative Map No. 061206 on April 18, 2005 (the "Tentative Map"), subject to certain conditions of approval set forth in Resolution No. 91-08, which conditions include construction of certain public improvements.

B. The City and the original subdivider, Western Pacific Housing, Inc./D.R. Horton, Inc. (the "Original Subdivider"), entered into an Undertaking Agreement dated June 12, 2007, in order to obtain approval of a final subdivision map prior to completion of the required public improvements. The City subsequently approved a final subdivision map for Tract No. 061206 on June 12, 2007 (the "Map").

C. The Map and associated real property were purchased by Forestar Dorado Skies, LLC ("Forestar") from the Original Subdivider. Subsequent to purchasing the Map and associated real property, Forestar substituted a new Undertaking Agreement and the City approved the same on May 26, 2009 (the "Forestar Agreement").

D. The Forestar Agreement, including any and all extensions thereto, require that all work specified therein be completed on or before May 26, 2013. As of the date of this Agreement only a portion of the work required to be constructed pursuant to the Forestar Agreement has been completed.

E. Subdivider has purchased from Forestar eighty-four (84) of the lots identified in the Map (lots 1-34, 114, 118, 119 and 123-169), including all real property associated therewith, which is designated as Tract No. 061206 Phase 1 and is more particularly shown on Exhibit "A" attached hereto and made a part hereof (the "Subdivision").

F. The City and Subdivider desire to enter into this Agreement in order to clarify the extent of Subdivider's responsibility and liability with respect to completion of the work required under the Forestar Agreement and the other matters set forth herein. This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and applicable City ordinances.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the approval of the Map and of the acceptance of the dedications therein offered, and in order to insure satisfactory performance by Subdivider of Subdivider's obligations under the Subdivision Map Act and applicable City ordinances, the parties agree as follows:

1. Performance of Work

To the extent such improvements have not previously been completed, Subdivider, at its sole cost and expense, will improve the Subdivision by the paving of streets, construction of

curbs and gutters, crossgutters and sidewalks, installation of drainage and sanitary sewerage facilities, provision of an underground utility and street lighting system, installation of street signs, parkway trees, a water system and all related facilities, and such other improvements required by the ordinances of the City and/or City Council of the City (the "City Council") in the approval of said Tentative Map, together with appurtenances, contingencies and engineering costs and as more particularly shown in the improvement plans for said Tentative Map (the "Improvements"). Subdivider will do all work and furnish all materials necessary, in the opinion of the City Engineer, to complete said Improvements in accordance with the plans and specifications on file in the office of the City Engineer or with any changes or modifications required or ordered by the City Engineer which, in her opinion, are necessary or required to complete the Improvements (the "Work"). Subdivider shall maintain the Improvements and adjacent public facilities clear of all debris, weeds, and other materials which inhibit the performance of the Improvements or become a public nuisance. Should the Subdivider fail to act promptly in accordance with this requirement the City may, at its option, perform the necessary work and the Subdivider shall pay to the City the actual cost of such maintenance plus fifteen (15) percent.

2. Work, Places, and Grades to be Fixed by Engineer

All of said Work is to be done at the places, of the materials, in the manner and at the grades, all as shown upon the plans and specifications therefor, heretofore approved by City Engineer and which are now on file in her office, and to the satisfaction of said City Engineer.

3. Time of Essence - Extension

Time is of the essence with respect to the performance by Subdivider of each and every obligation and condition of this Agreement; provided that in the event good cause is shown therefor, the City Council may in its sole and absolute discretion extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to any surety securing all or any portion of Subdivider's obligations hereunder (a "Surety"), and extensions so granted shall not relieve any Surety of its liability under the Improvement Security or Monument Security (as hereinafter defined) or this Agreement to guarantee the faithful performance of this Agreement. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension.

4. Repairs and Replacements

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all survey monuments shown on the Map which have been damaged, disturbed, or destroyed, and shall replace, or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder. Any such repair or replacement or payment pursuant to this Section 4 shall be to the satisfaction of and subject to the approval of the Director of Public Works.

5. Permits; Compliance with Law

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such Improvements, give all necessary notices and pay all fees and taxes required by law.

6. Supervision by Subdivider

Subdivider shall personally supervise the Work on said Improvements, or have a competent foreman or superintendent on the Work site at all times during progress, with authority to act for Subdivider.

7. Inspection by City

City shall have the right at all times during performance of the Work to enter onto the Subdivision as necessary, and without charges or fees, to inspect the Work, so long as City representatives comply with all safety rules. Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the Work, and to the shops wherein the Work is in preparation. Inspection by the City or City representatives shall not constitute acceptance by the City nor shall such inspection result in a waiver.

8. Improvement Security

Concurrently with the execution hereof, Subdivider shall deposit with City an adequate and satisfactory improvement security which fully secures all the Subdivider's obligations under this Agreement (the "Improvement Security") in accordance with the provisions of Section 66499 of the Government Code of California, the City of Lancaster Subdivision Ordinance, Sections 16.32.020 of the Lancaster Municipal Code, and this Section. The Improvement Security shall be executed by a surety acceptable to the City and shall include the following: (1) security in an amount equal to at least one hundred percent (100%) of the estimated cost to complete the remaining Improvements (as evidenced by a Bond Estimate Form approved by the City Engineer), including City inspection costs and costs of enforcement of this Agreement (the "Cost of Improvements") as security for the faithful performance of this Agreement; (2) separate security in an amount equal to at least fifty percent (50%) of the Cost of Improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement; (3) separate security in an amount equal to Sixty One Thousand Six Hundred Thirty Four Dollars (\$61,634.00) as security for grading; and (4) security in the amount of ten (10) percent of the Cost of Improvements to guarantee the Improvements against defective work, labor or material for one (1) year following City's acceptance of the Improvements (which may be provided by a retention provision in the security as set forth in Section 9). If, at any time after deposit of the Improvement Security, the surety on said securities is no longer acceptable to the City, Subdivider agrees to replace said securities with securities of equal or greater value or penal sum, issued by an acceptable surety within ten (10) days after receiving notice that said surety is unacceptable.

9. Retention of Improvement Security

Unless otherwise provided for under the Improvement Security, the City shall retain at least ten (10) percent of the Improvement Security for faithful performance for a period of one (1) year after final acceptance of the work performed under this Agreement, to guarantee corrective work throughout the warranty period described in Section 12 herein. The security for payment of labor and materials shall be retained by City for a period of ninety (90) days after final acceptance of the Improvement, after which the security for payment of labor and materials may be reduced to an amount equal to the amount of all claims, for which claims of lien have been recorded and notice given in writing to the City Council. The retained portion of the security for payment of labor and materials shall continue to be retained until the settlement of all such claims and obligations for which security was given.

10. Monument Security

Concurrently with the execution hereof, Subdivider shall deposit with City a cash deposit or cashiers check in the amount of Twenty One Thousand Five Hundred Fifty Dollars (\$21,550.00) (the "Monument Security") as security for the faithful performance of all work of setting monuments for the Subdivision and as security for the payment of the engineer(s) or surveyor(s) who set said monuments. If Subdivider refuses or fails to complete the work of setting monuments, or if Subdivider refuses or fails to pay the engineer(s) or surveyor(s) for setting the monuments, the City shall have the right to expend all, or a portion of, the Monument Security without notice to Subdivider, for purposes of completing the setting of said monuments and/or paying said engineer(s) or surveyor(s). The Monument Security shall be retained by City until all of the following conditions have been met: (1) all work of setting monuments has been completed; (2) all work of setting monuments has been approved and accepted by City Council; and (3) the City has received written verification from surveyor(s) or engineer(s) that he/she/they have been paid in full for such work.

11. Hold-Harmless Agreement

Subdivider hereby binds itself, its executors, administrators, successors, and assigns and agrees to indemnify, defend and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for or claims for damage for personal injury, including death, as well as from any liability for or claims for damage to property, both real and personal, which may arise from or be caused by Subdivider's or Subdivider's contractor's, subcontractor's, agent's or employee's operations under this Agreement. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations. It is understood that City does not, and shall not waive any right against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of the Improvement Security or Cash Charges (as hereinafter defined). It is further understood that this Section shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether the City has prepared, supplied or approved of, plans and/or specifications for the Subdivision.

12. Warranty, Repair or Reconstruction of Defective Work

Subdivider warrants that all Work and Improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from the date the City accepts the Work and Improvements as complete in accordance with the plans and specifications approved by the City Engineer. If, within a period of one (1) year after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this Agreement, fails to fulfill any of the requirements of the Agreement or the specifications referred to herein, Subdivider shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to the City the actual cost of such repairs plus fifteen (15) percent.

13. Subdivider Not Agent of City

Neither Subdivider nor any of the Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

14. Cash Charges

Subdivider shall pay to the City in cash such subdivision fees (the "Cash Charges") that have been established by ordinance or by the City Council in conferring approval or extension of time to said Subdivision.

15. Notice of Breach and Default

Subdivider shall be in default of this Agreement if Subdivider refuses or fails to commence and diligently prosecute to completion the Work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said Work within such time or if the Subdivider should be adjudged a bankrupt, or if the Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement. In such case, City Engineer or City Council may serve written notice upon Subdivider and Subdivider's surety in accordance with Section 23, of Subdivider's default.

16. Default Remedies; Performance by Surety or City

In the event of any such notice of default, Subdivider's surety shall have the duty to take over and complete the Work and the Improvements herein specified; provided, however, that if the surety, within five (5) days after the serving upon it of such notice of default, does not give City written notice of its intention to take over the performance of said Work or does not, within five (5) days after giving City notice of such election, commence to complete the Work, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the Work and necessary therefor.

17. Emergencies

If, in the sole judgment of the City Engineer, conditions exist that cause, or may cause, a hazard to life or property, the City Engineer may cause such conditions to be modified on an emergency basis without notice to the Subdivider. Neither the City Engineer, the City or its agents shall be held liable to the Subdivider for damages arising out of such emergency actions and to the extent that the actions taken are for the maintenance of safety to life and property that would not have existed had the Subdivider's operations not been in progress, the cost of such emergency measures so taken by the City shall be reimbursed to the City by the Subdivider.

18. Completion

Subdivider shall complete all of said Work on or before _____, [Date to be 2 years from Council Mtg.] or within such further time as may be granted by the City Council.

19. Attorney's Fees

In addition to any other amounts to be paid by Subdivider hereunder, Subdivider shall pay all costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing the Improvement Security furnished by Subdivider hereunder.

20. Alteration of Agreement

Subdivider hereby stipulates and agrees that no addition, alterations or modifications to this Agreement or to the plans and specifications referred to herein, including any extension of time within which the Work hereunder may be completed, shall in any way affect its obligations on the Improvement Security furnished hereunder.

21. Surety to Include Issuer of Letter of Credit or Bond

The term surety as used herein shall include the issuer of any letter of credit or bond which is acceptable to the City as Improvement Security under this Agreement.

22. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

23. Notices

All notices and other communications hereunder shall be in writing and mailed or personally delivered to the appropriate party at the address set forth in this Section 23, or, as to any party, at any other address in the State of California as shall be designated by it in a written notice sent to the other party.

To City:

City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534-2461
Attention: City Engineer

To Subdivider:

KB Home Coastal Inc.
25152 Springfield Court, Suite 180
Valencia, California 91355
Attention: Thomas C. DiPrima

24. Successors and Assigns

All of the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successors, representatives, assigns, officers, directors, agents, partners, servants, employees, and affiliated corporations or companies.

25. Headings

The headings contained in this Agreement have been inserted for convenience only and in no way define or limit the scope of interpretation of the Agreement.

26. Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED:

CITY OF LANCASTER

KB HOME Coastal Inc.

By: _____
Michelle Cantrell
City Engineer

Thomas C. DiPrima
Executive Vice President

APPROVED AS TO FORM:

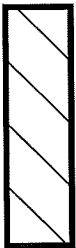
By: _____
City Attorney

ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY

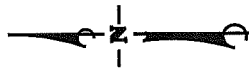
LEGEND

LOTS PURCHASED BY
KB HOME COASTAL INC.

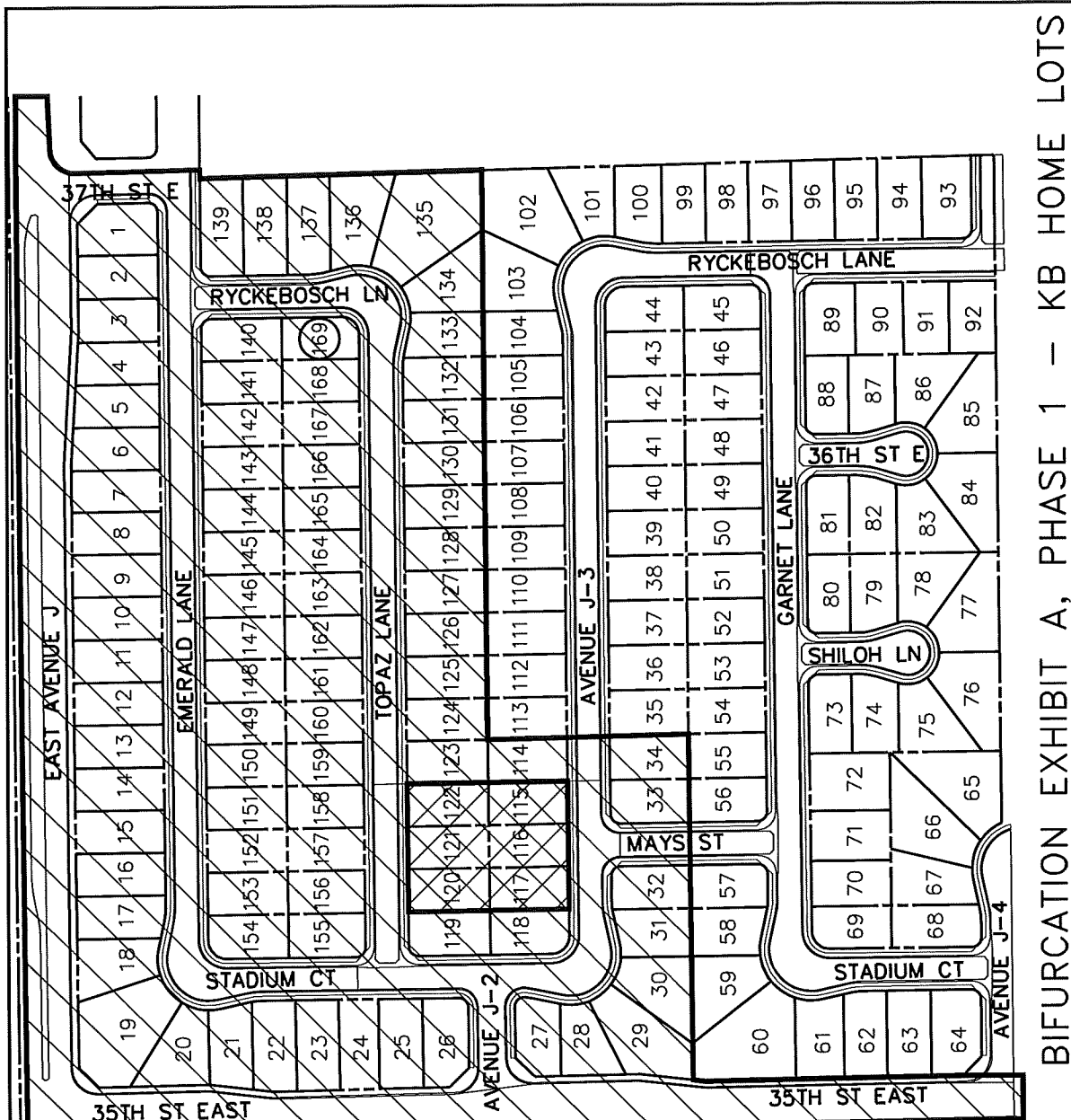
OCCUPIED HOMES SOLD TO
3RD PARTY OWNERS (NOT A
PART OF KB HOMES LOTS)



TRACT NO. 061206



Penfield & Smith
Engineering · Surveying · Planning
· Construction Management ·



BIFURCATION EXHIBIT A, PHASE 1 – KB HOME LOTS

**UNDERTAKING AGREEMENT
(SUBDIVISION IMPROVEMENTS)
TRACT NO. 061206 PHASE 2**

THIS AGREEMENT made this _____ day of _____, 20__ by and between the City of Lancaster, (the "City") and Forestar Dorado Skies, L.L.C., a Delaware limited liability company (the "Subdivider").

RECITALS

A. The City approved Tentative Map No. 061206 on April 18, 2005 (the "Tentative Map"), subject to certain conditions of approval set forth in Resolution No. 91-08, which conditions include construction of certain public improvements.

B. The City and the original subdivider, Western Pacific Housing, Inc./D.R. Horton, Inc. (the "Original Subdivider"), entered into an Undertaking Agreement dated June 12, 2007, in order to obtain approval of a final subdivision map prior to completion of the required public improvements. The City subsequently approved a final subdivision map for Tract No. 061206 on June 12, 2007 (the "Map").

C. The Map and associated real property were purchased by the Subdivider from the Original Subdivider. Subsequent to purchasing the Map and associated real property, Subdivider substituted a new Undertaking Agreement and the City approved the same on May 26, 2009 (the "Previous Agreement").

D. The Previous Agreement, including any and all extensions thereto, require that all work specified therein be completed on or before May 26, 2013. As of the date of this Agreement only a portion of the work required to be constructed pursuant to the Previous Agreement has been completed.

E. Subdivider sold six (6) of the lots identified in the Map (lots 120-122 and 115-117) to various third party owners, including all real property associated therewith.

F. Subdivider sold eighty-four (84) of the lots identified in the Map (lots 1-34, 114, 118, 119 and 123-169) to KB HOME Coastal Inc., including all real property associated therewith, which is designated as Tract No. 061206 Phase 1 and is more particularly shown on Exhibit "A" attached hereto and made a part hereof. Subsequently, the City and KB HOME Coastal Inc. entered into that certain Undertaking Agreement dated _____, 20__ for Tract No. 061206 Phase 1.

G. Subdivider has retained seventy-nine (79) of the lots identified in the Map (lots 35-113), including all real property associated therewith, which is designated as Tract No. 061206 Phase 2 and is more particularly shown on Exhibit "B" attached hereto and made a part hereof (the "Subdivision").

H. The City and Subdivider desire to enter into this Agreement in order to clarify the extent of Subdivider's responsibility and liability with respect to completion of the work required under the Previous Agreement and the other matters set forth herein. This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and applicable City ordinances.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and of the approval of the Map and of the acceptance of the dedications therein offered, and in order to insure satisfactory performance by Subdivider of Subdivider's obligations under the Subdivision Map Act and applicable City ordinances, the parties agree as follows:

1. Performance of Work

To the extent such improvements have not previously been completed, Subdivider, at its sole cost and expense, will improve the Subdivision by the grading and paving of streets, construction of curbs and gutters, crossgutters and sidewalks, installation of drainage and sanitary sewerage facilities, provision of an underground utility and street lighting system, installation of street signs, parkway trees, a water system and all related facilities, and such other improvements required by the ordinances of the City and/or City Council of the City (the "City Council") in the approval of said Tentative Map, together with appurtenances, contingencies and engineering costs and as more particularly shown in the improvement plans for said Tentative Map (the "Improvements"). Subdivider will do all work and furnish all materials necessary, in the opinion of the City Engineer, to complete said Improvements in accordance with the plans and specifications on file in the office of the City Engineer or with any changes or modifications required or ordered by the City Engineer which, in her opinion, are necessary or required to complete the Improvements (the "Work"). Subdivider shall maintain the Improvements and adjacent public facilities clear of all debris, weeds, and other materials which inhibit the performance of the Improvements or become a public nuisance and Subdivider shall execute a maintenance agreement, the form of which agreement is attached hereto as Attachment No. 1 and incorporated herein by this reference.

2. Work, Places, and Grades to be Fixed by Engineer

All of said Work is to be done at the places, of the materials, in the manner and at the grades, all as shown upon the plans and specifications therefor, heretofore approved by City Engineer and which are now on file in her office, and to the satisfaction of said City Engineer.

3. Time of Essence - Extension

Time is of the essence with respect to the performance by Subdivider of each and every obligation and condition of this Agreement; provided that in the event good cause is shown therefor, the City Council may in its sole and absolute discretion extend the time for completion of the improvements hereunder. Any such extension may be granted without notice to any surety securing all or any portion of Subdivider's obligations hereunder (a "Surety"), and extensions so granted shall not relieve any Surety of its liability under the Improvement Security or Monument Security (as hereinafter defined) or this Agreement to guarantee the faithful performance of this Agreement. The City Council shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension.

4. Repairs and Replacements

Subdivider shall replace, or have replaced, or repair, or have repaired, as the case may be, all survey monuments shown on the Map which have been damaged, disturbed, or destroyed, and shall replace, or have replaced, repair, or have repaired, as the case may be, or pay to the owner, the entire cost of replacement or repairs, of any and all property damaged or destroyed by reason of any work done hereunder. Any such repair or replacement or payment pursuant to this Section 4 shall be to the satisfaction of and subject to the approval of the Director of Public Works.

5. Permits; Compliance with Law

Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction of such Improvements, give all necessary notices and pay all fees and taxes required by law.

6. Supervision by Subdivider

Subdivider shall personally supervise the Work on said Improvements, or have a competent foreman or superintendent on the Work site at all times during progress, with authority to act for Subdivider.

7. Inspection by City

City shall have the right at all times during performance of the Work to enter onto the Subdivision as necessary, and without charges or fees, to inspect the Work, so long as City representatives comply with all safety rules. Subdivider shall at all times maintain proper facilities, and provide safe access for inspection by City, to all parts of the Work, and to the shops wherein the Work is in preparation. Inspection by the City or City representatives shall not constitute acceptance by the City nor shall such inspection result in a waiver.

8. Improvement Security

Concurrently with the execution hereof, Subdivider shall deposit with City an adequate and satisfactory improvement security which fully secures all the Subdivider's obligations under this Agreement (the "Improvement Security") in accordance with the provisions of Section 66499 of the Government Code of California, the City of Lancaster Subdivision Ordinance, Sections 16.32.020 of the Lancaster Municipal Code, and this Section. The Improvement Security shall be executed by a surety acceptable to the City and shall include the following: (1) security in an amount equal to at least one hundred percent (100%) of the estimated cost to complete the remaining Improvements (as evidenced by a Bond Estimate Form approved by the City Engineer), including City inspection costs and costs of enforcement of this Agreement (the "Cost of Improvements") as security for the faithful performance of this Agreement; (2) separate security in an amount equal to at least fifty percent (50%) of the Cost of Improvements as security for the payment of all persons performing labor and furnishing materials in connection with this Agreement; (3) separate security in an amount equal to Fifty Eight Thousand Dollars (\$58,000.00) as security for grading; and (4) security in the amount of ten (10) percent of the Cost of Improvements to guarantee the Improvements against defective work, labor or material for one (1) year following City's acceptance of the Improvements (which may be provided by a retention provision in the security as set forth in Section 9). If, at any time after deposit of the Improvement Security, the surety on said securities is no longer acceptable to the City, Subdivider agrees to replace said securities with securities of equal or greater value or penal sum, issued by an acceptable surety within ten (10) days after receiving notice that said surety is unacceptable.

9. Retention of Improvement Security

Unless otherwise provided for under the Improvement Security, the City shall retain at least ten (10) percent of the Improvement Security for faithful performance for a period of one (1) year after final acceptance of the work performed under this Agreement, to guarantee corrective work throughout the warranty period described in Section 12 herein. The security for payment of labor and materials shall be retained by City for a period of ninety (90) days after final acceptance of the Improvement, after which the security for payment of labor and materials

may be reduced to an amount equal to the amount of all claims, for which claims of lien have been recorded and notice given in writing to the City Council. The retained portion of the security for payment of labor and materials shall continue to be retained until the settlement of all such claims and obligations for which security was given.

10. Monument Security

Concurrently with the execution hereof, Subdivider shall deposit with City a cash deposit or cashier's check in the amount of Twenty One Thousand Two Hundred Fifty Dollars (\$21,250.00) (the "Monument Security") as security for the faithful performance of all work of setting monuments for the Subdivision and as security for the payment of the engineer(s) or surveyor(s) who set said monuments. If Subdivider refuses or fails to complete the work of setting monuments, or if Subdivider refuses or fails to pay the engineer(s) or surveyor(s) for setting the monuments, the City shall have the right to expend all, or a portion of, the Monument Security without notice to Subdivider, for purposes of completing the setting of said monuments and/or paying said engineer(s) or surveyor(s). The Monument Security shall be retained by City until all of the following conditions have been met: (1) all work of setting monuments has been completed; (2) all work of setting monuments has been approved and accepted by City Council; and (3) the City has received written verification from surveyor(s) or engineer(s) that he/she/they have been paid in full for such work.

11. Hold-Harmless Agreement

Subdivider hereby binds itself, its executors, administrators, successors, and assigns and agrees to indemnify, defend and hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for or claims for damage for personal injury, including death, as well as from any liability for or claims for damage to property, both real and personal, which may arise from or be caused by Subdivider's or Subdivider's contractor's, subcontractor's, agent's or employee's operations under this Agreement. Subdivider agrees to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid operations. It is understood that City does not, and shall not waive any right against Subdivider which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Subdivider, of the Improvement Security or Cash Charges (as hereinafter defined). It is further understood that this Section shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Section, regardless of whether the City has prepared, supplied or approved of, plans and/or specifications for the Subdivision.

12. Warranty, Repair or Reconstruction of Defective Work

Subdivider warrants that all Work and Improvements shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from the date the City accepts the Work and Improvements as complete in accordance with the plans and specifications approved by the City Engineer. If, within a period of one (1) year after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Subdivider, or any of the work done under this Agreement, fails to fulfill any of the requirements of the Agreement or the specifications referred to herein, Subdivider shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or

parts of the work or structure. Should Subdivider fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Subdivider can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work and Subdivider shall pay to the City the actual cost of such repairs plus fifteen (15) percent.

13. Subdivider Not Agent of City

Neither Subdivider nor any of the Subdivider's agents or contractors are or shall be considered to be agents of City in connection with the performance of Subdivider's obligations under this Agreement.

14. Cash Charges

Subdivider shall pay to the City in cash such subdivision fees (the "Cash Charges") that have been established by ordinance or by the City Council in conferring approval or extension of time to said Subdivision.

15. Notice of Breach and Default

Subdivider shall be in default of this Agreement if Subdivider refuses or fails to commence and diligently prosecute to completion the Work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said Work within such time or if the Subdivider should be adjudged a bankrupt, or if the Subdivider should make a general assignment for the benefit of Subdivider's creditors, or if a receiver should be appointed in the event of Subdivider's insolvency, or if Subdivider, or any of Subdivider's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement. In such case, City Engineer or City Council may serve written notice upon Subdivider and Subdivider's surety in accordance with Section 23, of Subdivider's default.

16. Default Remedies; Performance by Surety or City

In the event of any such notice of default, Subdivider's surety shall have the duty to take over and complete the Work and the Improvements herein specified; provided, however, that if the surety, within five (5) days after the serving upon it of such notice of default, does not give City written notice of its intention to take over the performance of said Work or does not, within five (5) days after giving City notice of such election, commence to complete the Work, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any costs or damages occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the Work, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the Work and necessary therefor.

17. Emergencies

If, in the sole judgment of the City Engineer, conditions exist that cause, or may cause, a hazard to life or property, the City Engineer may cause such conditions to be modified on an emergency basis without notice to the Subdivider. Neither the City Engineer, the City or its agents shall be held liable to the Subdivider for damages arising out of such emergency actions and to the extent that the actions taken are for the maintenance of safety to life and property that would not have existed had the Subdivider's operations not been in progress, the cost of such

emergency measures so taken by the City shall be reimbursed to the City by the Subdivider.

18. Completion

Subdivider shall complete all of said Work on or before _____, [Date to be 2 years from Council Mtg.] or within such further time as may be granted by the City Council.

19. Attorney's Fees

In addition to any other amounts to be paid by Subdivider hereunder, Subdivider shall pay all costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing the Improvement Security furnished by Subdivider hereunder.

20. Alteration of Agreement

Subdivider hereby stipulates and agrees that no addition, alterations or modifications to this Agreement or to the plans and specifications referred to herein, including any extension of time within which the Work hereunder may be completed, shall in any way affect its obligations on the Improvement Security furnished hereunder.

21. Surety to Include Issuer of Letter of Credit or Bond

The term surety as used herein shall include the issuer of any letter of credit or bond which is acceptable to the City as Improvement Security under this Agreement.

22. Severability

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

23. Notices

All notices and other communications hereunder shall be in writing and mailed or personally delivered to the appropriate party at the address set forth in this Section 23, or, as to any party, at any other address in the State of California as shall be designated by it in a written notice sent to the other party.

To City:

City of Lancaster
44933 North Fern Avenue
Lancaster, California 93534-2461
Attention: City Engineer

To Subdivider:

Forestar Dorado Skies, L.L.C.
2151 Michelson Drive, Suite 190
Irvine, California 92612
Attention: Stephen C. Cameron

And To:

Pircher, Nichols and Meeks
1925 Century Park East, Suite 1700
Los Angeles, California 90067
Attention: Real Estate Notices (APJ/SAC)

24. Successors and Assigns

All of the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, successors, representatives, assigns, officers, directors, agents, partners, servants, employees, and affiliated corporations or companies.

25. Headings

The headings contained in this Agreement have been inserted for convenience only and in no way define or limit the scope of interpretation of the Agreement.

26. Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

APPROVED:

CITY OF LANCASTER

FORESTAR DORADO SKIES, LLC,
a Delaware limited liability company

By: _____
Michelle Cantrell, City Engineer

By: Forestar Land Partners, LLC, a
Delaware limited liability company, its Sole
Member

By: Foremost Land, LLC, a Delaware
limited liability company, its
Administrative Member

By: _____
Stephen Cameron, President

APPROVED AS TO FORM:

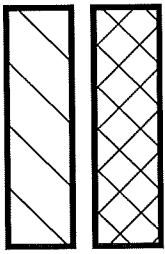
By: _____
City Attorney

ALL SIGNATURES MUST BE ACKNOWLEDGED BY NOTARY

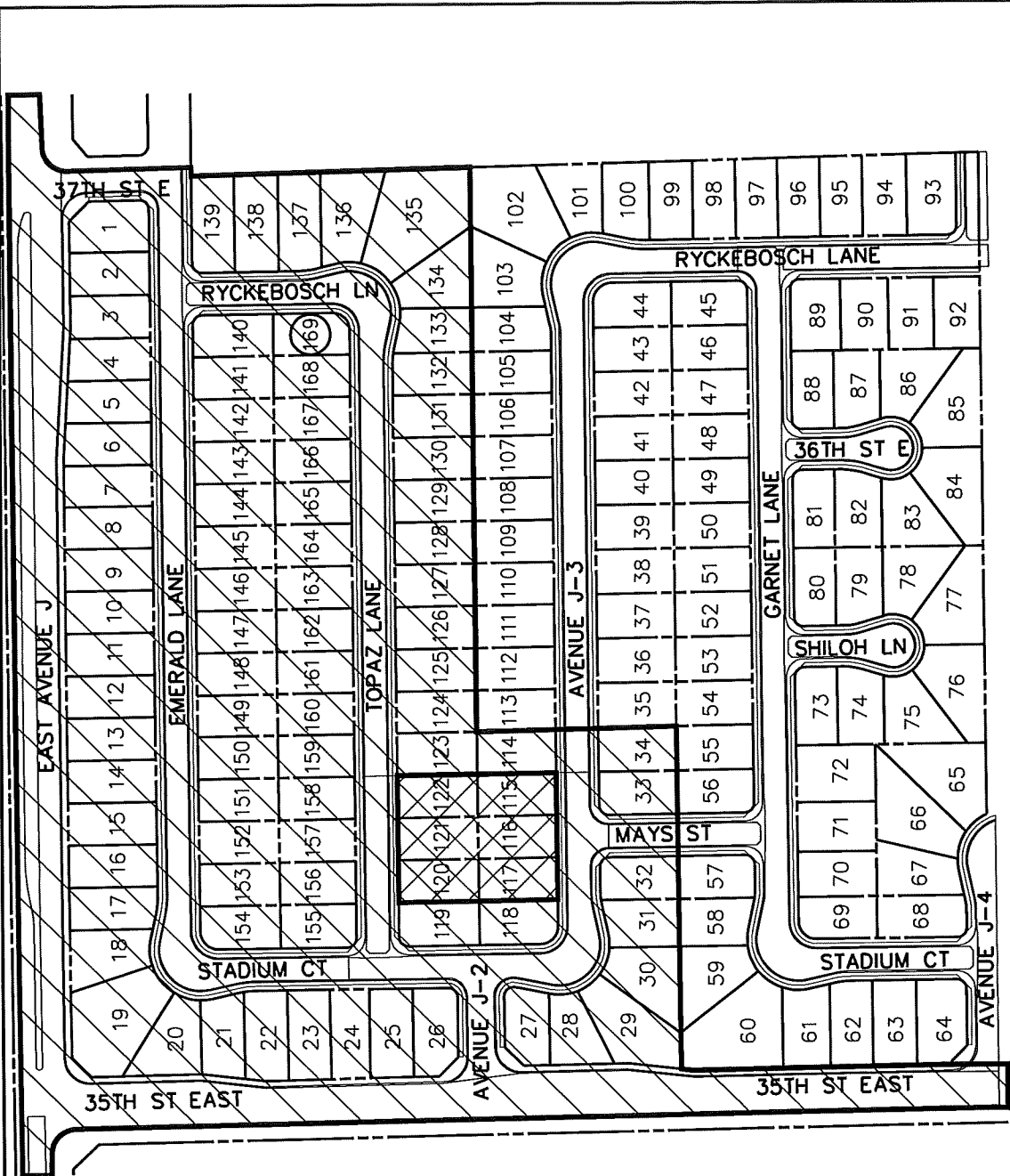
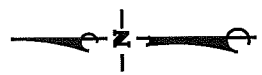
LEGEND

LOTS PURCHASED BY
KB HOME COASTAL INC.

OCCUPIED HOMES SOLD TO
3RD PARTY OWNERS (NOT A
PART OF KB HOMES LOTS)



TRACT NO. 061206



BIFURCATION EXHIBIT A, PHASE 1 - KB HOME LOTS

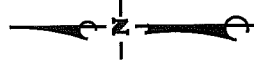
Penfield & Smith
Engineering • Surveying • Planning
Construction Management

LEGEND

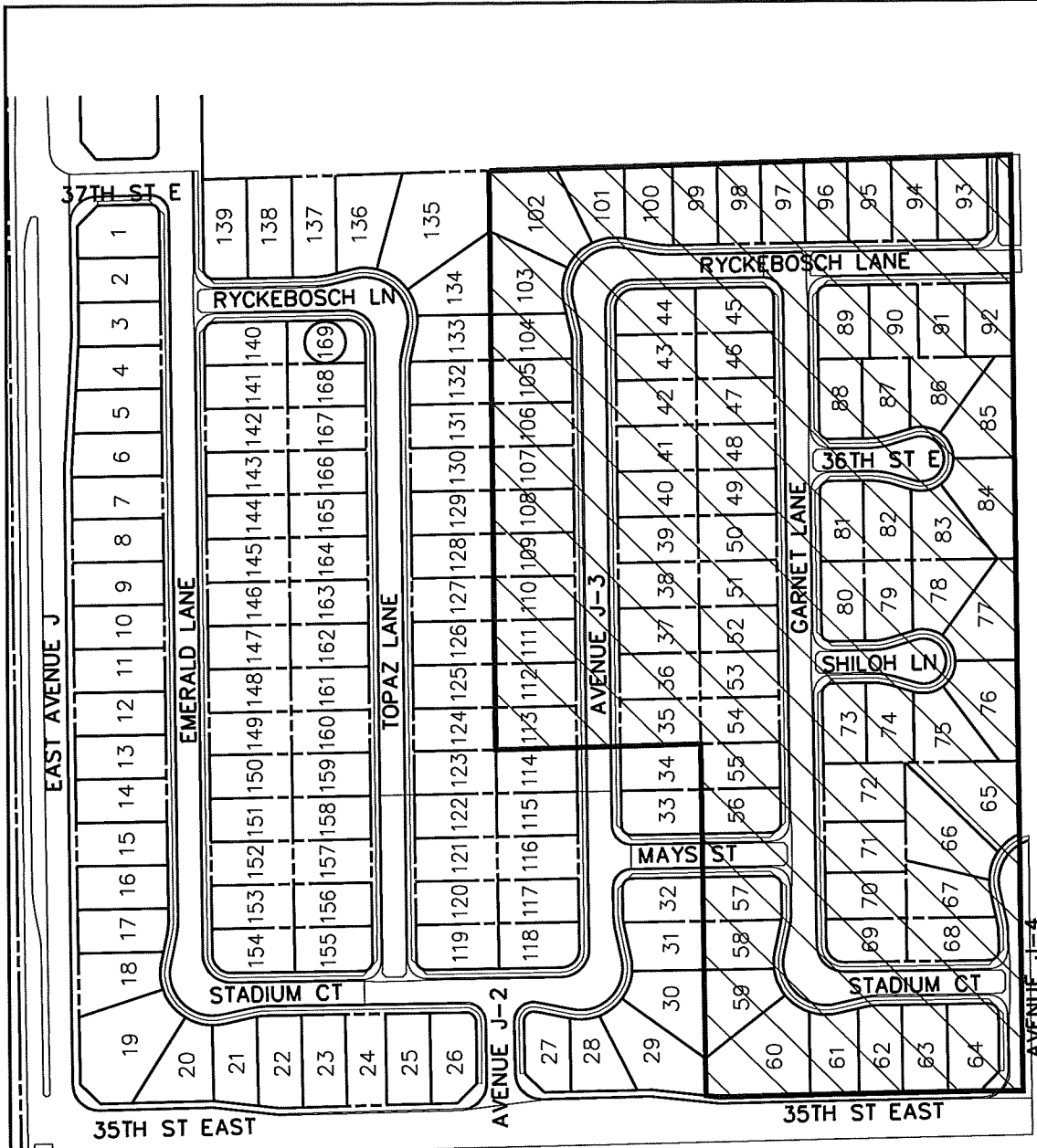


LOTS OWNED BY FORESTAR
DORADO SKIES LLC

TRACT NO. 061206



Penfield & Smith
Engineering · Surveying · Planning
· Construction Management ·



BIFURCATION EXHIBIT B, PHASE 2 – FORESTAR DORADO LOTS

RECORDING REQUESTED BY:

City of Lancaster

WHEN RECORDED MAIL TO:

City of Lancaster
Engineering Division
44933 North Fern Avenue
Lancaster, California 93534

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This document is exempt from payment of a recording fee
pursuant to government Code Section 6103 and 27383.

TITLE(S)

MAINTENANCE AGREEMENT

Document to be Re-Recorded:

Instrument Number: 20090878252

Original Record Date: 06/11/2009

Corrections:

Attachment No. 1-1

First paragraph: 26th day of May, 2009
Should read: 11th day of December 2012

Second paragraph, Sub-letter "A": May 26, 2009
Should read: December 11, 2012

Second paragraph, Sub-letter "A": Tract Map No. 061206
Should read: Tract Map No. 061206, Phase 2

Attachment No. 1-3

Second paragraph, Line 32: 169 separate lots
Should read: 79 separate lots

Attachment No. 1-5

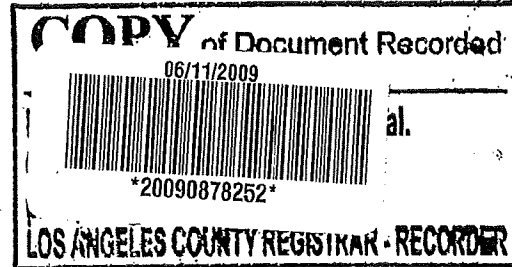
Item 8, First paragraph: Eighty Four Thousand Five Hundred Dollars and No Cents (\$84,500.00)
Should read: Thirty Nine Thousand Five Hundred Dollars and No Cents (\$39,500.00)

Item 8, First paragraph: 169 lots
Should read: 79 lots

ATTACHMENT NO. 1

MAINTENANCE AGREEMENT

RECORDING REQUESTED BY)
 AND WHEN RECORDED MAIL TO:)
)
 City of Lancaster)
 44933 North Fern Avenue)
 Lancaster, California 93534)
 Attn: Development Engineering)



This document is exempt from payment of a recording fee pursuant to government Code Section 6103 and 27383.

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Maintenance Agreement") is made this 26th day of May, 2009, by and between the **CITY OF LANCASTER**, a California municipal corporation (the "City"), and **FORESTAR DORADO SKIES, L.L.C.**, a Delaware limited liability company (the "Subdivider"), with reference to the following:

RECITALS

A. The City and the Subdivider have executed an Undertaking Agreement (the "Agreement"), dated as of May 26, 2009, which provides for the development and construction of certain improvements (the "Improvements") on certain real property located in the City of Lancaster, California, more fully described in Tract Map No. 061206 (the "Site"). The Agreement is available for public inspection and copying at the office of the City Clerk, Lancaster City Hall, 44933 North Fern Avenue, Lancaster, California. Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Agreement.

B. The Agreement provides for, among other things, the Subdivider's maintenance of the Site and Improvements in accordance with specified standards. Execution of this Maintenance Agreement is required under the terms of the Agreement, as amended.

NOW, THEREFORE, the Subdivider and the City hereby agree as follows:

1. Performance of Maintenance.

(a) Subdivider shall maintain the Site and the Improvements in accordance with the Maintenance Standards, as hereinafter defined. Said improvements shall include, but not be limited to, buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Site and any and all other improvements on the Site.

(b) To accomplish the maintenance, Subdivider shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision



of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of this Maintenance Agreement.

(c) The following standards ("Maintenance Standards") shall be complied with by Subdivider and its maintenance staff, contractors or subcontractors.

(d) Landscape maintenance shall, to the extent applicable to the Site, include, but not be limited to: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance and safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

(i) Clean-up maintenance shall include, but not be limited to: maintenance of all sidewalks, paths and all other areas in clean state; maintenance of all such areas clear of dirt, mud, trash, debris or other materials which are unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; removal of graffiti within seventy-two (72) hours of discovery by or notice to Subdivider; cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(ii) All maintenance work shall conform to all applicable federal and state Occupational Safety and Health Act standards and regulations for the performance of maintenance.

(iii) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all governing regulations. Precautionary measures shall be employed recognizing that all areas are open to public access.

(iv) The Site and Improvements shall be maintained in conformance and in compliance with the approved Site construction and architectural plans and design scheme, as the same may be amended from time-to-time with the approval of the City, and reasonable commercial development maintenance standards for similar projects located in the City of Lancaster, Los Angeles County, California, including but not limited to: painting and cleaning of all exterior surfaces and other exterior facades comprising all private improvements and public improvements to the curblines.

(v) The Site and Improvements shall be maintained as required by this Section 1 in good condition and in accordance with the custom and practice generally applicable to similar developments and/or projects located in the City of Lancaster, Los Angeles County, California.

2. Failure to Maintain Site and Improvements. In the event Subdivider does not maintain the Site or the Improvements in the manner set forth herein and in accordance with the Maintenance Standards, the City shall have the right to maintain such private and/or public improvements, or to contract for the correction of such deficiencies, after written notice to Subdivider (such notice is hereinafter referred to as a "Remediation Notice"). However, prior to taking any such action, the City shall send Subdivider a Remediation Notice which shall specify the deficiencies and the actions required to be taken by Subdivider to cure the deficiencies, as described therein. Subdivider shall have ten (10) days after the date of the Remediation Notice within which to

correct, remedy or cure the deficiencies described therein. If a Remediation Notice states that curing the deficiency is urgent and relates to the public health and safety of the City, then Subdivider shall have forty-eight (48) hours after the date of the Remediation Notice to cure the deficiencies described therein. Each Remediation Notice must, in order to be effective, state in bold lettering "YOU HAVE TEN (10) DAYS [OR, AS APPLICABLE, FORTY-EIGHT (48) HOURS], AFTER RECEIPT OF THIS NOTICE TO CURE THE DEFICIENCIES DESCRIBED HEREIN."

In the event Subdivider fails to correct, remedy, or cure or has not commenced correcting, remedying or curing any maintenance deficiency after receipt of a Remediation Notice and after the period of correction has lapsed, then the City shall have the right to remedy such deficiencies. Subdivider agrees to pay to City its reasonable, out-of-pocket charges and costs actually incurred in connection with the remediation of a deficiency identified in a Remediation Notice. Until so paid, the City shall have a lien on the Site (a "Maintenance Reimbursement Lien") for the amount of such charges or costs, which lien shall be perfected by the recordation of a "Notice of Claim of Lien" against the Site. Upon recordation of a Notice of a Claim of Lien against the Site, such Maintenance Reimbursement Lien shall constitute a lien on the fee estate in and to the Site prior and superior to all other monetary liens except: (i) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; (ii) the lien or charge of any mortgage, deed of trust, or other security interest then of record made in good faith and for value, it being understood that the priority of any such lien for costs incurred to comply with this Maintenance Agreement shall date from the date of the recordation of the Notice of Claim of Lien. Any such Maintenance Reimbursement Lien shall be subject and subordinate to any lease or sublease of the interest of Subdivider in the Site or any portion thereof and to any easement, right-of-way, or covenants, conditions and restrictions affecting the Site or any portion thereof entered into at any time (either before or after) the date of recordation of such a Notice of Claim of Lien. Any Maintenance Reimbursement Lien in favor of the City created or claimed hereunder is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien describing such lien as aforesaid, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgage or beneficiary thereunder expressly subordinates his interest, of record, to such lien. No Maintenance Reimbursement Lien in favor of the City created or claimed hereunder shall in any way defeat, invalidate, or impair the obligation or priority of any lease, sublease or easement unless such instrument is expressly subordinated to such lien. Upon foreclosure of any mortgage or deed of trust (whether made judicially or non-judicially) or any deed-in-lieu of foreclosure made in good faith and for value and recorded prior to the recordation of any unsatisfied Notice of Claim of Lien, transferee shall take title to the Site free of any lien imposed by the City that has accrued up to the time of the transfer, and upon taking title to the Site, such transferee shall only be obligated to pay costs associated with this Maintenance Agreement accruing after it acquires title to the Site. The Site has been subdivided into 169 separate legal lots (each, a "Lot"). Accordingly, no owner of a Lot (other than Subdivider) shall have any liability for the liabilities of any other owner of a Lot, and any Maintenance Reimbursement Lien shall only constitute a lien against the portion of the Site owned in fee by Subdivider. Subdivider acknowledges and agrees City may also pursue any and all other remedies available in law or equity with respect to a Maintenance Reimbursement Lien. Subdivider shall be liable for any and all reasonable attorneys' fees, expert witness fees and other reasonable legal costs or fees, actually incurred by the City in collecting on a Maintenance Reimbursement Lien.

3. Compliance with Law. Subdivider shall comply with all local, state and federal laws relating to the uses of or condition of the Site and the Improvements.

4. Effect of Violation of the Terms and Provisions of this Maintenance Agreement.

The covenants established in this Maintenance Agreement shall, without regard to technical classification and designation, be binding for the benefit and in favor of the City as to those covenants which are for its benefit. The covenants contained in this Maintenance Agreement shall remain in effect for the periods of time specified therein. The City is deemed the beneficiary of the terms and provisions of this Maintenance Agreement and of the covenants running with the land, for and in its own rights and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this Maintenance Agreement and the covenants running with the land have been provided. This Maintenance Agreement and the covenants herein shall run in favor of the City, without regard to whether the City has been, remains or is an owner of any land or interest therein in the Site. The City shall have the right, if this Maintenance Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this Maintenance Agreement and covenants may be entitled; provided, however, that notwithstanding the foregoing, in no event shall the City be entitled to foregone past or future tax revenues as a remedy for Subdivider's default of this Maintenance Agreement.

5. Miscellaneous Provisions.

a. If any provision of this Maintenance Agreement or portion thereof, or the application to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Maintenance Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Maintenance Agreement; and each provision of this Maintenance Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Maintenance Agreement shall be construed in accordance with the laws of the State of California.

c. This Maintenance Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Subdivider.

d. In the event action is instituted to enforce any of the provisions of this Maintenance Agreement, the prevailing party in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorney's fees and costs.

6. Effect of Maintenance Agreement. The covenants and agreements established in this Maintenance Agreement shall, without regard to technical classification and designation, run with the land and be binding on each owner of the Site (other than any purchaser of a single Residence) and any successor in interest to Subdivider (other than any purchaser of a single Residence), or any part thereof (including each parcel thereof), for the benefit of and in favor of the City of Lancaster. The City shall have no right to assign its rights under this Maintenance Agreement.

7. Term of Maintenance Agreement. This Maintenance Agreement shall be effective as of the day and year first above written and shall terminate upon termination and/or expiration of the Agreement. Any extension or other modification to the term of the Agreement shall be deemed to also constitute an extension and/or modification of the term of this Maintenance Agreement.

Under no circumstances shall the term of this Maintenance Agreement exceed the term of the Agreement. Notwithstanding anything to the contrary in this Maintenance Agreement, this Maintenance Agreement shall terminate and be of no further force and effect from and after the sale, conveyance or other disposition by Subdivider of all of the Lots in the Site. Upon the termination or expiration of this Maintenance Agreement, the City shall, upon the Subdivider's request, take all actions and execute, deliver and record any documents or instruments as may be necessary, appropriate, or convenient to terminate this Maintenance Agreement and release it as a matter of record.

8. Security. Subdivider shall file security with the City contemporaneous with the Subdivider's execution of this Maintenance Agreement (the "Security"). The amount of Security required shall be Eighty Four Thousand Five Hundred Dollars and No Cents (\$84,500.00), calculated as follows: 169 lots x \$500.00 per lot. The Security shall consist of a deposit with the City of cash.

Subject to Section 9, the Security shall remain in effect for the term of the Maintenance Agreement as set forth in Section 7. Upon the expiration or termination of this Maintenance Agreement, the City shall release to Subdivider the Security to the extent that Security still remains. The Security shall not be released if any timely asserted claims against the Security are outstanding.

If and to the extent the City remedies, pursuant to Section 2 of this Agreement, any deficiency identified in a Remediation Notice, the City may make one or more disbursements of the Security in order to pay or be reimbursed for the actual cost of such remediation. The City shall provided a written notice (the "Security Distribution Notice") to the Subdivider within ten (10) days after any distribution of the Security made pursuant to this Section 8. The Security Distribution Notice shall include an itemized statement of costs and copies of any available supporting documents, including, but not limited to, invoices and statements.

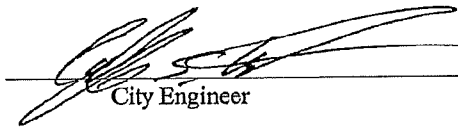
9. Release of Maintenance Agreement.

From time-to-time, and concurrently with the conveyance by Subdivider of the first "Residence" (i.e., a Lot that has been improved with a single family residential dwelling), in a "Sales Phase" (i.e., a sales phase which a homebuilder employs to sell the Residences to be built on the Site) to a member of the home-buying public, upon the request of Subdivider, a partial reconveyance will be given from the lien or charge of this Maintenance Agreement as to the Residences in such Sales Phase. All costs related to the partial reconveyances, including without limitation, the preparation and recordation of the reconveyance documents shall be borne by Subdivider. Subdivider shall obtain and record said reconveyance document for each such Residence prior to or concurrently with the close of escrow for each such Residence. Upon a partial reconveyance of this Maintenance Agreement with respect to a Residence, a pro-rata portion of the Security allocable to such Residence shall be released to Subdivider concurrently with the close of escrow for such Residence.

IN WITNESS WHEREOF, the parties hereto has executed this instrument the day and year first hereinabove written.

CITY OF LANCASTER


SUBDIVIDER

By: 
City Engineer

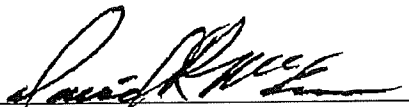
FORESTAR DORADO SKIES, L.L.C.,
a Delaware limited liability company

By: Forestar Land Partners, LLC,
a Delaware limited liability company,
its Sole Member

By: Foremost Land, LLC,
a Delaware limited liability company,
its Administrative Member

By: 
Name: Stephen Cameron
Its: President

APPROVED AS TO FORM:

By: 
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On JUNE 2, 2009 before me, VALERIE LYNN JONES, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared CARLYE S. WORISMAN
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/hér/théir authorized capacity(ies), and that by his/hér/théir signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Valerie Lynn Jones
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary VALERIE LYNN JONES

Date Commission Expires JULY 21, 2009

Notary Identification Number 1592690
(For notaries commissioned after 1/01/1992)

Manufacturer/Vendor Identification Number NNAI
(For notaries commissioned after 1/01/1992)

Place of execution of this Declaration COUNTY OF LOS ANGELES

Date 6/2/09 Valerie Lynn Jones
Signature

DESCRIPTION OF THE ATTACHED DOCUMENT

MAINTENANCE
(Title or description of attached document)
AGREEMENT TR. 6/2/06
(Title or description of attached document continued)
 Number of Pages _____ Document Date _____
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____