IN THE SUPREME COURT OF THE STATE OF NEVADA

JOHN ILIESCU, JR. individually, JOHN ILIESCU, JR. and SONNIA SANTEE ILIESCU, as Trustees of the JOHN ILIESCU, JR. AND SONNIA ILIESCU 1992 FAMILY TRUST AGREEMENT,

Appellants

vs.

MARK B. STEPPAN,

Respondent.

Electronically Filed
Aug 11 2016 02:45 p.m.
Tracie K. Lindeman
Clerk of Supreme Court

Supreme Court No. 68346
Washoe County Case No. CV07-00341
(Consolidated w/CV07-01021)

APPELLANTS' SUPPLEMENTAL APPENDIX
VOLUME XVI (Part 2)

Appeal from the Second Judicial District Court of the State of Nevada
in and for the County of Washoe County
Case No. CV07-00341

G. MARK ALBRIGHT, ESQ.
Nevada Bar No. 001394
D. CHRIS ALBRIGHT, ESQ.
Nevada Bar No. 004904
ALBRIGHT, STODDARD, WARNICK & ALBRIGHT
801 South Rancho Drive, Suite D-4
Las Vegas, Nevada 89106
Tel: (702) 384-7111 / Fax: (702) 384-0605
gma@albrightstoddard.com
dca@albrightstoddard.com
Counsel for Appellants

Docket 68346 Document 2016-24947

Nathan Ogle

From: Calvin Bosma [cbosma@decalcustomhomes.com]
Sent: Thursday, March 16, 2006 4:04 PM
To: Calvin Baty; Michele Powell; Rob Patridge; Nathan Ogle; Todd Singh
Subject: Tower AIA Addendum to the contract.

Here is the Addendum to the AIA contract, please review and comment. Hot off the press.

Cal Bosma
General Manager
DeCal Custom Homes - Nevada / California
Nev # 775-313-4306
Cal # 209-759-3890
email: cbosma@decalcustomhomes.com

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Addendum: No.1 Contractual Changes to AIA B141 Standard Agreement between Owner and Architect.

AIA Contract Review between BSC Financial, LLC and Mark Steppan, AIA and Fisher Freidman and Associates, Design Consultant

The following addendum has been assembled to provide clarification of specific contractual items as specified in the attached standard AIA agreement. Terms and conditions provided herein shall be accepted as the substitution and shall be in effect, and shall take precedence over items as specified in the attached standard AIA agreement.

Both parties are aware of these remedies and do hereby elect and agree to said terms and conditions as stated below.

(1) New ss.1.1.2.1 OK — The project is to create an urban mixed use high rise residential development with approximately ~~400~~ 390 plus living units for BSC Financial. LLC.

(2) New ss. 1.1.2.3 OK — To obtain entitlements and approvals for the property and proposed buildings as shown in exhibit B as attached to the AIA B141 agreement this part of the schematic design phase.

(3) NEW ss. 1.1.2.5 & ss. 1.5.2 — Amount of the owner's overall budget for the project, including the architects compensation is determined by supplemental budgets provided by the architects for the work associated with obtaining said entitlements. Definitive budgets will be adhered to and additional compensations shall be determined and owner approved prior to performing additional services to the contract. OK Subsequently the owner cannot significantly alter the budget or the allocated budgets for the Cost of Work without consulting the Architect to a corresponding change in the project scope and quality.

Owner

(4) HL-DIFF ss. 1.2.2.2 — The owner shall periodically update the budget through the course of the project in order to maintain financial control of the project cost, including that portion allocated for the cost of the Work associated with the architectural services required to obtain the necessary entitlements and approvals. The owner shall have the right to increase or decrease the overall budget at its sole and absolute discretion.

during the schematic phase
cost of the work
& concurrently alternate
architecture scope of work

ADD TEXT

(5) HL DIFF ss. 1.3.2.2 OK — ADD + REPLACE TEXT BEGINNING w/ "If upon" AS FOLLOWS: If and upon the date the Architect is adjudged in default of this Agreement, or upon any default by the Architect, the foregoing license shall be deemed terminated and replaced by a second,

nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and , where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

Either party to this agreement shall be deemed in default if: (a) Either party fails to keep or perform any of the terms, obligations covenants, agreements or conditions contained herein, and such default continues of a period to thirty (30) days after notice by either party or beyond the time reasonably necessary for cure if such default is of a nature to require in excess of thirty (30) days to remedy; (b) Either party shall become bankrupt or insolvent or make a transfer in defraud of creditors, or make an assignment for the benefit of creditors, or be the subject of any proceedings of any kind under any provisions of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act; or (c) a receiver is appointed for a substantial part of the assets of either party.

ss. 1.3.5.4 See the language at ss. 4.6.4 of AIA Form 201.

~~ss. 1.3.6 This section is to be omitted.~~ DO NOT OMIT

ss. 1.3.7.1 This agreement shall be governed by the State of Nevada, without regards to the conflicts of state of operation of the principal architect or it's consultants.

ss. 1.3.7.6 Unless otherwise provided in this agreement, the architect and the architect's consultants shall have no responsibility for the discovery, presence, handling, or disposal of or the exposure of persons to hazardous materials or toxic substances in any form at the project site, unless the architect or the architect's consultants specify the use of hazardous materials, and cause or creation of said instance can be directly attributed to the architect or it's consultants.

ss. 1.3.7.9 The owner and architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement ~~their~~ partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. The architect shall not assign this agreement without the written consent of the owner, and assignment thereof shall be void. The owner may assign this agreement to any party in its sole and absolute discretion, provided that such assignment shall not materially prejudice the Architect. The architect shall

execute all consents reasonably required to facilitate such assignment. Disagree

(11) HL ss. 1.5 OKwl mods

Section 1.5 – The abbreviated terms used in the first paragraph are as follows:

- Schematic Design (INCLUDES CITY OF HERO ENTITLEMENTS)
- Design Development
- Construction Documents
- Construction Administration

There definition can be found in the American Institute of Architect's Handbook of Professional Practice, Volume 2, Sections 3.6 Design Services, 3.7 Design Parameters, 3.8 Design Documentation, and 3.9 Construction Related Services. Copies of these sections shall be provided upon request.

(12) New ss. 1.5.1

The following verbiage will be in addition to the existing text: In the event that the owner chooses not to proceed with construction of the project, the fee's associated with retaining said entitlements will be paid as incurred in the due course of the project and will be applied to aforementioned budgets as defined in the architects scope of work and estimated value. NOO SCOPE

(13) HL ss. 1.5.9

~~The time frame for~~ The extent of the work as defined by this agreement is estimated at thirty two months (32) from the effective date of this agreement. If through no fault of either party, the time frame is extended beyond the 32 months then neither party, owner nor architect, shall be held liable for additional sums or compensation. The work as defined to obtain the required entitlements, ~~and the respective budgets~~ will remain as fact without respect to an estimated time line. OK

(14) HL/OK ss. 2.4.1

In this case, normal structural, mechanical and electrical services mean that the consultants are contracted to the Architect and no extravagant systems are required by the Owner which would trigger an increase in consultants fees as well as Architects. We anticipate that the end result of the project would produce industry standard Class A units.

5 W
9 HL

Both parties are aware of these remedies and do hereby elect and agree to said terms and conditions as stated above.

Agreed this Day, _____ day of _____, 2006.

BSC Financial, LLC.

Owner: _____, Title _____
Signature

Mark Steppan, AIA, CSI, NCARB

Architect: _____
Signature

Nathan Ogle

From: Calvin Bosma [cbosma@decalcustomhomes.com]
Sent: Thursday, March 16, 2006 4:04 PM
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Subject: Tower AIA Addendum to the contract.

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General Manager
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Both parties are aware of this Contract Addendum and do hereby elect and agree to said terms and conditions as stated below.

ss.1.1.2.1 The project is to create an urban mixed use high rise residential development with approximately 390 living units for BSC Financial, LLC.

ss. 1.1.2.3 To obtain entitlements and approvals for the property and proposed buildings as shown in exhibit B as attached to the AIA B141 agreement as part of the design services in the Schematic Design/Entitlements Phase.

ss. 1.1.2.5.2 Replace' $160,000,000' with '$180,000,000 to $200,000,000'.

ss. 1.3.2.2 Replace text to read beginning with the sentence 'If and upon' as follows:
If and upon the date the Architect is adjudged in default of this Agreement, or upon any default by the Architect, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license, including Architects consent, permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

Either party to this agreement shall be deemed in default if: (a) Either party fails to keep or perform any of the terms, obligations covenants, agreements or conditions contained herein, and such default continues of a period to thirty (30) days after notice by either party or beyond the time reasonably necessary for cure if such default is of a nature to require in excess of thirty (30) days to

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ss. 1.5.2 . Amount of the owner's overall budget for the project, including the architects compensation is determined by supplemental budgets provided by the architects for the work associated with obtaining said entitlements. Definitive budgets will be adhered to and additional compensations shall be determined and owner approved prior to performing additional services to the contract. Subsequently the owner cannot significantly alter the budget or the allocated budgets for the Cost of Work without consulting the Architect to a corresponding change in the project scope and quality.¶
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remedy; (b) Either party shall become bankrupt or insolvent or make a transfer in defraud of creditors, or make an assignment for the benefit of creditors, or be the subject of any proceedings of any kind under any provisions of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act; or (c) a receiver is appointed for a substantial part of the assets of either party.

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ss. 1.3.7.6 Unless otherwise provided in this agreement, the architect and the architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or the exposure of persons to hazardous materials or toxic substances in any form at the project site, unless the architect or the architect's consultants specify the use of hazardous materials, that cause the creation of said instance and can be directly attributed to the architect or it's consultants.

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ss. 1.5 Section 1.5 – The abbreviated terms used in the first paragraph are as follows:

- Schematic Design (Includes City of Reno Entitlements Process)
- Design Development
- Construction Documents
- Construction Administration

The definitions can be found in the American Institute of Architect's Handbook of Professional Practice, Volume 2, Sections 3.6 Design Services, 3.7 Design Parameters, 3.8 Design Documentation, and 3.9 Construction Related Services. Copies of these sections shall be provided upon request.

Deleted: ss. 1.3.7.9 . The owner and architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. The architect shall not assign this agreement without the written consent of the owner, and assignment thereof shall be void. The owner may assign this agreement to any party in its sole and absolute discretion, provided that such assignment shall not materially prejudice the Architect. The architect shall execute all consents reasonably required to facilitate such assignment.¶

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ss. 1.5.1 All existing text in this section shall remain with the addition of the following:

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In the event that the Owner chooses not to proceed with construction of the project, the fee's associated with retaining said entitlements will be paid as incurred in the due course of the project and will be applied to aforementioned budgets as defined in the architects scope of work and estimated value and also as setforth in ss. 1.3.8.6

ss. 1.5.9 The extent of the work as defined by this agreement is estimated at thirty two months (32) from the effective date of this agreement. If through no fault of either party, the time frame is extended beyond the 32 months, then neither party Owner nor Architect, shall be held liable for additional sums or compensation. The architectural work product as defined to obtain the required entitlements and the respective budgets will remain as fact without respect to an estimated time line.

ss. 2.4.1 All existing text in this section shall remain with the addition of the following:
In this case, normal structural, mechanical and electrical services mean that the consultants are contracted to the Architect and no extravagant systems are required by the Owner which would trigger an increase in consultants fees as well as Architects. Currently the MEP work will be done as a modified design build process.

Agreed this Day, _____day of_____, 2006.

BSC Financial, LLC.

Owner:_____, Title_____
Signature

Mark B. Steppan, AIA, CSI, NCARB

Architect:_____
Signature

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or in addition to

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Both parties are aware of this Contract Addendum and do hereby elect and agree to said terms and conditions as stated below.

ss.1.1.2.1 The project is to create an urban mixed use high rise residential development with approximately 390 living units for BSC Financial, LLC.

ss. 1.1.2.3 To obtain entitlements and approvals for the property and proposed buildings as shown in exhibit B as attached to the AIA B141 agreement as part of the design services in the Schematic Design/Entitlements Phase.

ss. 1.1.2.5.2 Replace' $160.000.000' with '$180.000.000 to $200.000.000'

ss. 1.3.2.2 Replace text to read beginning with the sentence 'If and upon' as follows:
If and upon the date the Architect is adjudged in default of this Agreement, or upon any default by the Architect, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license, including Architects consent, permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

Either party to this agreement shall be deemed in default if: (a) Either party fails to keep or perform any of the terms, obligations covenants, agreements or conditions contained herein, and such default continues of a period to thirty (30) days after notice by either party or beyond the time reasonably necessary for cure if such default is of a nature to require in excess of thirty (30) days to remedy; (b) Either party shall become bankrupt or insolvent or

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make a transfer in defraud of creditors, or make an assignment for the benefit of creditors, or be the subject of any proceedings of any kind under any provisions of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act; or (c) a receiver is appointed for a substantial part of the assets of either party.

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ss. 1.3.5.4 See the language at ss. 4.6.4 of AIA Form 201.

ss. 1.3.7.1 This agreement shall be governed by the State of Nevada, without regards to the conflicts of state of operation of the principal architect or it's consultants.

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ss. 1.3.7.6 Unless otherwise provided in this agreement, the architect and the architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or the exposure of persons to hazardous materials or toxic substances in any form at the project site, unless the architect or the architect's consultants specify the use of hazardous materials, that cause the creation of said instance and can be directly attributed to the architect or it's consultants.

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- Design Development
- Construction Documents
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ss. 1.5.1 Replace' $160,000,000' with '$180,000,000 to $200,000,000'.

ss. 1.5.1 All existing text in this section shall remain with the addition of the following:

In the event that the Owner chooses not to proceed with construction of the project, the fee's associated with retaining said

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entitlements will be paid as incurred in the due course of the project and will be applied to aforementioned budgets as defined in the architects scope of work and estimated value and also as setforth in ss. 1.3.8.6

ss. 1.5.9 The extent of the work as defined by this agreement is estimated at thirty two months (32) from the effective date of this agreement. If through no fault of either party, the time frame is extended beyond the 32 months, then neither party Owner nor Architect, shall be held liable for additional sums or compensation. The architectural work product as defined to obtain the required entitlements and the respective budgets will remain as fact without respect to an estimated time line.

ss. 2.4.1 All existing text in this section shall remain with the addition of the following:

In this case, normal structural, mechanical and electrical services mean that the consultants are contracted to the Architect and no extravagate systems are required by the Owner which would trigger an increase in consultants fees as well as Architects.

Agreed this Day, _____ day of _____, 2006.

BSC Financial, LLC.

Owner:_____, Title_____
Signature

Mark B. Steppan, AIA, CSI, NCARB

Architect:_____
Signature

add per Rodney ?

Currently the MEP work will be done as a modified Design Build process.

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OK ss.1.1.2.1 The project is to create an urban mixed use high rise residential development with approximately 390 living units for BSC Financial, LLC.

OK ss. 1.1.2.3 To obtain entitlements and approvals for the property and proposed buildings as shown in exhibit B as attached to the AIA B141 agreement as part of the design services in the Schematic Design/Entitlements Phase.

C 180 - 200 m.

ss. 1.1.2.5 and ss. 1.5.2 Amount of the Owner's overall budget for the project, including the Architects compensation is determined by supplemental budgets provided by the architects for the work associated with obtaining said entitlements. Estimated budgets will be adhered to and additional compensations shall be determined and owner approved prior to performing additional services to the contract. Subsequently the Owner cannot significantly alter the budget or the allocated budgets for the Cost of the Work without consulting the Architect to a corresponding change in the project scope and quality.

ss. 1.2.2.2 The Owner shall periodically update the budget through the course of the project in order to maintain financial control of the project cost, including that portion allocated for the cost of the Work associated with the architectural services required to obtain the necessary entitlements and approvals under the Schematic Design/Entitlements Phase. The owner shall have the right to increase or decrease the overall Cost of the Work budget and concurrently alter the architectural scope of work at its sole and absolute discretion.

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ss. 1.3.2.2 Replace text to read beginning with the sentence 'If and upon' as follows:

If and upon the date the Architect is adjudged in default of this Agreement, or upon any default by the Architect, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and , where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

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ss. 1.3.5.4 See the language at ss. 4.6.4 of AIA Form 201.

ss. 1.3.7.1 This agreement shall be governed by the State of Nevada, without regards to the conflicts of state of operation of the principal architect or it's consultants.

ss. 1.3.7.6 Unless otherwise provided in this agreement, the architect and the architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or the exposure of persons to hazardous materials or toxic substances in any form at the project site, unless the architect or the architect's consultants specify the use of hazardous materials, that cause the creation of said instance and can be directly attributed to the architect or it's consultants.

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- ☐ Schematic Design (Includes City of Reno Entitlements Process)
- ☐ Design Development
- ☐ Construction Documents
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ss. 1.5.1

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In the event that the Owner chooses not to proceed with construction of the project, the fee's associated with retaining said entitlements will be paid as incurred in the due course of the project and will be applied to aforementioned budgets as defined in the architects scope of work and estimated value and also as setforth in ss. 1.3.8.6

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In this case, normal structural, mechanical and electrical services mean that the consultants are contracted to the Architect and no extravagate systems are required by the Owner which would trigger an increase in consultants fees as well as Architects. We IT anticipate that the end result of the project would produce industry standard Class A units.

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Agreed this Day, _____day of_____, 2006.

BSC Financial, LLC.

Owner:_____, Title_____
Signature

Mark B. Steppan, AIA, CSI, NCARB

Architect:_____
Signature

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The following Addendum has been assembled to provide clarification of specific contractual items as specified in the attached standard AIA agreement. Terms and conditions provided herein shall be accepted as the substitution and shall be in effect, and shall take precedence over items as specified in the attached standard AIA agreement.

Both parties are aware of this Contract Addendum and do hereby elect and agree to said terms and conditions as stated below.

ss.1.1.2.1 The project is to create an urban mixed use high rise residential development with approximately 390 living units for BSC Financial, LLC.

ss. 1.1.2.3 To obtain entitlements and approvals for the property and proposed buildings as shown in exhibit B as attached to the AIA B141 agreement as part of the design services in the Schematic Design/Entitlements Phase.

ss. 1.1.2.5 and ss. 1.5.2 Amount of the Owner's overall budget for the project, including the Architects compensation is determined by supplemental budgets provided by the architects for the work associated with obtaining said entitlements. Estimated budgets will be adhered to and additional compensations shall be determined and owner approved prior to performing additional services to the contract. Subsequently the Owner cannot significantly alter the budget or the allocated budgets for the Cost of the Work without consulting the Architect to a corresponding change in the project scope and quality.

ss. 1.2.2.2 The Owner shall periodically update the budget through the course of the project in order to maintain financial control of the project cost, including that portion allocated for the cost of the Work associated with the architectural services required to obtain the necessary entitlements and approvals under the Schematic Design/Entitlements Phase. The owner shall have the right to increase or decrease the overall Cost of the Work budget and concurrently alter the architectural scope of work at its sole and absolute discretion.

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HL PIFP

ss. 1.3.2.2 Replace text to read beginning with the sentence 'If and upon' as follows:

add

including the Architect's consent

If and upon the date the Architect is adjudged in default of this Agreement, or upon any default by the Architect, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and , where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

Either party to this agreement shall be deemed in default if: (a) Either party fails to keep or perform any of the terms, obligations covenants, agreements or conditions contained herein, and such default continues of a period to thirty (30) days after notice by either party or beyond the time reasonably necessary for cure if such default is of a nature to require in excess of thirty (30) days to remedy; (b) Either party shall become bankrupt or insolvent or make a transfer in defraud of creditors, or make an assignment for the benefit of creditors, or be the subject of any proceedings of any kind under any provisions of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act; or (c) a receiver is appointed for a substantial part of the assets of either party.

New

ss. 1.3.5.4 See the language at ss. 4.6.4 of AIA Form 201.

HL

ss. 1.3.7.1 This agreement shall be governed by the State of Nevada, without regards to the conflicts of state of operation of the principal architect or it's consultants.

HL

ss. 1.3.7.6 Unless otherwise provided in this agreement, the architect and the architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or the exposure of persons to hazardous materials or toxic substances in any form at the project site, unless the architect or the architect's consultants specify the use of hazardous materials, that cause the creation of said instance and can be directly attributed to the architect or it's consultants.

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ss. 1.5 Section 1.5 – The abbreviated terms used in the first paragraph are as follows:

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Deleted: ss. 1.3.6 This section is to be omitted.¶

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Deleted: ss. 1.3.7.9 The owner and architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this agreement their partners, successors, assigns and legal representatives of such other party with respect to all covenants of this agreement. The architect shall not assign this agreement without the written consent of the owner, and assignment thereof shall be void. The owner may assign this agreement to any party in its sole and absolute discretion, provided that such assignment shall not materially prejudice the Architect. The architect shall execute all consents reasonably required to facilitate such assignment.¶

why out ?

OK

- ☐ Schematic Design (Includes City of Reno Entitlements Process)
- ☐ Design Development
- ☐ Construction Documents
- ☐ Construction Administration

The definitions can be found in the American Institute of Architect's Handbook of Professional Practice, Volume 2, Sections 3.6 Design Services, 3.7 Design Parameters, 3.8 Design Documentation, and 3.9 Construction Related Services. Copies of these sections shall be provided upon request.

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New ss. 1.5.1

All existing text in this section shall remain with the addition of the following:

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In the event that the Owner chooses not to proceed with construction of the project, the fee's associated with retaining said entitlements will be paid as incurred in the due course of the project and will be applied to aforementioned budgets as defined in the architects scope of work and estimated value and also as setforth in ss. 1.3.8.6.

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HR ss. 1.5.9

The extent of the work as defined by this agreement is estimated at thirty two months (32) from the effective date of this agreement. If through no fault of either party, the time frame is extended beyond the 32 months, then neither party Owner nor Architect, shall be held liable for additional sums or compensation. The architectural work product as defined to obtain the required entitlements and the respective budgets will remain as fact without respect to an estimated time line.

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HR ss. 2.4.1

All existing text in this section shall remain with the addition of the following:

In this case, normal structural, mechanical and electrical services mean that the consultants are contracted to the Architect and no extravagate systems are required by the Owner which would trigger an increase in consultants fees as well as Architects. ~~We anticipate that the end result of the project would produce industry standard Class A units.~~

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anticipated

what is this ?

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Deleted: Both parties are aware of these remedies and do hereby elect and agree to said terms and conditions as stated above.¶

Agreed this Day,_____day of_____, 2006.

modified DB MBP

Workhouse

BSC Financial, LLC.

Owner:_____, Title_____
Signature

Mark B. Steppan, AIA, CSI, NCARB

Architect:_____
Signature

put the B in the
main agreement abo

Nathan Ogle

From: Calvin Bosma [cbosma@decalcustomhomes.com]
Sent: Thursday, March 16, 2006 4:04 PM
To: Calvin Baty; Michele Powell; Rob Patridge; Nathan Ogle; Todd Singh
Subject: Tower AIA Addendum to the contract.

Here is the Addendum to the AIA contract, please review and comment. Hot off the press.

Cal Bosma
General Manager
DeCal Custom Homes - Nevada / California
Nev # 775-313-4306
Cal # 209-759-3890
email: cbosma@decalcustomhomes.com

3/24 cc: Sam Caruso via fax: 548 6164

NO

3/21/2006