IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

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HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 62

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CHRONOLOGICAL APPENDIX OF EXHIBITS

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	Exhibit 2 – National Wood Products, Inc.'s Notice of Motion and Motion to Intervene and Memorandum of Points and Authorities in Support Thereof	JA006357- JA006369	86
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03-08-18	Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law		8/821
03-08-18	Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law		81
01-04-18	Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time	JA001199- JA001217	22
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)		24

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-29-20	Notice of Appeal	JA009132- JA009136	119/120
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137- JA009166	120

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	National Wood Products, Inc.'s Against APCO Construction, Inc.]		
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
05-31-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]	JA006522 JA006540	89
06-01-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA006541 JA006550	90
09-28-18	Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281- JA007299	100
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in</i> <i>Limine</i>	JA001178- JA001186	22
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238- JA007245	100
01-03-20	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification	JA009124- JA009131	119

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA001187- JA001198	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1- 4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in</i> <i>Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time		6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
09-28-17	Peel Brimley Lien Claimants' Reply toOppositions to Motion for PartialSummary JudgmentPrecludingDefenses Based onPay-if-PaidAgreements	JA000413- JA00418	7
01-09-18	PeelBrimleyLienClaimants'OppositiontoAPCOConstruction'sMotionforReconsiderationofOrderGrantingPartialSummaryJudgmentPrecludingDefensesBasedonPay-if-PaidAgreementsSummarySummarySummary	JA001552- JA001560	27
06-18-18	Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition	JA007190- JA007192	99

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-InterventionNationalWoodProducts, Inc.'sSurreply toAPCOConstruction'sReply toPlaintiff-in-InterventionNationalWoodProducts, Inc.'sOpposition toMotion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if- Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
01-18-18	Stipulation and Order Regarding Trial Exhibit Admitted into Evidence	JA002199- JA002201	36
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third- Party Complaint		43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501- JA002503	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related		
	Exhibits: Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	Helix Trial Exhibits:		

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (<i>Admitted</i>)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (<i>Admitted</i>)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (<i>Admitted</i>)	JA001981- JA001987	32

⁵ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (<i>Admitted</i>)	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause (<i>Admitted</i>)	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (<i>Admitted</i>)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record (<i>Admitted</i>)	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (<i>Admitted</i>)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (<i>Admitted</i>)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (<i>Admitted</i>)	JA002121- JA002146	35

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	JA002189 – JA002198	36
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	JA005371- JA005623	78/79/80
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101

⁸ Filed January 31, 2018

August 26, 2008 ManhattanWest

CHECK LIST ITEMS

11.

Please read the following information package carefully. All of the following Check List Items must be in our office, before any on site work can begin. No payment will be made until all items are completed property, returned, and accepted.

Two executed copies of your Subcontract Agreement.

2. Original Certificates of Insurance as follows and per attached example:

NOTE: ALL INSURANCE CERTIFICATES SHALL BE ON ACORD FORMS

- A. <u>Automobile Liability</u> Reference job name and number. Owned, non-owned and hired autos.
- B. <u>Workers' Compensation</u> Reference job name and number. Waiver of subrogation.
- 3. Evidence of valid State Contractor's License (with the current expiration date).
- 4. Completed W-9 form (enclosed).
- 5. A copy of your City/County Business License for the project location, (with current expiration date).
- 6. All shop drawings and submittals, per the specifications.
- Proof of compliance with the State Business Tax requirements. (Camco Pacific will accept a copy of your Business Tax Return, for the calendar quarter, just previously ended).
- 8. "THE ZERO PUNCH LIST" quality commitment (must be executed).

Helix Electric of Nevada LLC 3078 E. Sunset Rd, Suite 9 Las Vegas, NV 89120

Project Name: ManhattanWest

Contract Issue Date: August 26, 2008

In addition to the required "Check List Items", as shown on the previous page, the following items are critical to a mutually successful project. Please note: a Pay Request form, form, W-9 form, lien releases, "THE ZERO PUNCH LIST" Commitment, and an example of the required Insurance Certificates are attached.

<u>SUBCONTRACT AGREEMENT</u> – Please find two copies of your Subcontract Agreement for the above referenced project. Please read carefully, sign both copies, and return both copies to our office. We, in turn, will sign both copies and return a fully executed Agreement to you.

<u>PAY REQUESTS</u> – <u>Camco Pacific's Pay Request form</u> (enclosed) must be turned in to our office no later than the 25th calendar day of each month. Please include all work up to the Last Day of each month. Billings not filled out and completed on <u>our</u> Pay Request and lien release forms will be returned to you for correction. Stored material will only be considered for payment (if allowed by Owner and its lender) when itemized on the Pay Request and accompanied with invoices from suppliers, the location stored, and Insurance Certificates for the storage location. If you have any questions regarding Pay Requests, please contact our Accounting Department at (702) 798-6611.

LIEN RELEASES – We also require lien releases from your suppliers through the end of the month being billed. If supplier releases are not furnished, the payment cannot be made. If amounts are owed to your suppliers, we will issue joint checks to you and your suppliers. In such cases, we require conditional lien releases from your suppliers. You will be requested to sign a lien release form when you receive your payment. Subcontractors who come into the office will need to sign a lien release when they pick up their check, therefore, this requires a responsible Company Officer. Payments that are mailed will be accompanied by a lien release that must be signed and returned to Camco as quickly as possible, and prior to any additional payments.

<u>PAYMENT</u> – We will issue payment to you within 10 days after receiving payments from Owner. IF YOUR BILLING DOES NOT ARRIVE AT OUR OFFICE IN TIME TO BE INCLUDED IN OUR INVOICE TO THE OWNER, YOU WILL HAVE TO WAIT UNTIL THE NEXT MONTH'S DRAW.

To:

INSURANCE – State law mandates that all employers carry Workman's Compensation Insurance. The only exception is for a Sole Proprietorship with no employees. Subcontractors must also carry General and Automobile Liability insurance. There are no exceptions. All Subcontractors must comply. Each project insurance requirement is different, so please review the contract, specifically Section V. Please find our attached sample certilicate for details. Carnco Pacific requires a minimum of \$1,000,000 Liability Insurance.

<u>SUBMITTALS</u> – Please review the contract specifications and submit to us any required shop drawings, samples, and/or alternates for the review and approval of the architect. All submittals must be received within five days of issuance of this Agreement. LATE SUBMITTALS HURT EVERYONE!

<u>CLEAN-UP</u> – As you know, your Subcontract Agreement requires prompt cleanup of any debris associated with your work. This is important for many reasons, including safety. The Subcontractor is required to perform this provision of the Subcontract Agreement, however, should you not do so, we will perform the clean-up and backcharge you for it. Please be advised that there will be a twenty percent (20%) handling fee for all backcharges against this Subcontract.

<u>CLOSE-OUT DOCUMENTS</u> – All close out documents must be turned in before Camco Pacific can release any monies over 75% of your contract amount. There will be no exceptions. LATE CLOSE-OUT DOCUMENTS KEEP US ALL FROM GETTING PAID.

<u>**RETENTION MONIES**</u> – Final retention monies will only be released to Camco Pacific from Owner when all Punch list Items, Contract Items, and Close-Out Documents have been fully completed and inspected by the owner. Any delay by a single Subcontractor in completing this will delay the entire project's final payment. PLEASE DO NOT DELAY COMPLETING YOUR PUNCHLIST ITEMS. To: Helix Electric of Nevada LLC 3078 E. Sunset Rd, Suite 9 Las Vegas, NV 89120

Project: ManhatlanWest

August 26, 2008

Date:

Re: "THE ZERO PUNCH LIST" Quality Commitment

Camco Pacific Construction has committed to the Project Owner a Project of the highest quality, including "THE ZERO PUNCH LIST". By critically viewing our performance through the eyes of the Owners and the architects we can improve upon the level of quality and service we all provide. One method of achieving this commitment is by requesting from each Subcontractor a responsible Subcontractor's Representative, to make a firm commitment to achieve "THE ZERO PUNCH LIST".

"I, the undersigned, accept the responsibility, on behalf of our company, to achieve "THE ZERO PUNCH LIST". I will personally guard against poor quality and workmanship from all of our employees and material-men during the installation of our Project Work.

Subcontractors Representative: (This individual must be the responsible individual that will be involved directly with field quality).

Helix Electric of Nevada LLC

By: Ifs:

Subcontractor's Representative

(Signature)

(Printed Name)

(Date)

(Direct Phone Number)

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PAYMENT REQUEST

Subcontractor:	CAMCO PACIFIC		
Subcontractor Address	CONSTRUCTION COMPANY INC.		
Between the "Contractor"	2925 E. Patrick Lane, Suite G		
· · · ·	Las Vegas, Nevada 89120		
PAYMENT REQUEST NO.	(702) 798-6611		
	(702) 798-6655		
MANHATTANWEST			
	From:		
Russell Road and 215 Beltway			
	То:		

Original Contract Amount	\$
Camco Change Order No's	
(approved copies must be attached)	
	\$
Revised Contract Amount	· · · · · · · · · · · · · · · · · · ·
Work Completed To Date	\$
% work completed on original contract	
Work completed on Change Orders	\$
Materials stored to date (if any)	\$
Less Retention	<u>\$</u>
Les Previous Payments/Billed	
Amount Due This Payment Period	
Signature	Date
Print Name	Title

Approval By	Date	Cost Code:

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CAMCO PACIFIC CONSTRUCTION COMPANY, INC. AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

This "Agreement" is hereby made as of:	August 26, 2008 (the "Effective Date")		
Between the "Contractor"	CAMCO PACIFIC CON	STRUCTION COMPANY	
	2925 E. Patrick Lane, St	2925 E. Patrick Lane, Suite G	
	Las Vegas, Nevada 89120		
	California License No.		
	Nevada License No. 0037507 Utah License No. 6169863-5501		
·····	License Limit: Unlimited		
	Telephone: (702) 798		
		······································	
And the "Subcontractor"	Helix Electric of Nevad	allC	
	3078 E. Sunset Rd, Suite	9 Las Vegas, NV 89120	
n na 1999 in 19 I Anna I Anna	Nevada License No: 5		
	Federal Tax ID No. /FIC	A No.: [Number]	
······································		ative: Robert Johnson	
For the following "Project"	ManhallanWest	······································	
		······································	
At the following "Job Site"	Russell Road and the 2	15 Beltway	
	Clark County, Nevada		
Developed by the following " <u>Owner</u> "	Gemstone Developme	Gemstone Development West, Inc.	
·			
For the following scope:	All Site and Building Electrical Work (including high		
	and low voltage)		
Cost Code:	[Contract Reference]		
		ne expanded description of	
	Subcontractor's scope of work ("Contract W		
With the following " <u>Retention</u> ":	10%		
that he lead hig heldhold .	1,070		
For the following "Contract Price":	The follwing amounts p	er Building:	
	Building	Amount	
	Building 2	\$698,000	
	Building 2 Building 3	\$698,000 \$698,000	
	Building 3		
	Building 3 Building 7	\$698,000	
	Building 3	\$698,000 \$1,858,500	

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I. THE CONTRACT WORK,

A. <u>Project Site</u>. Contractor has executed a prime contract with Owner (the "<u>Prime Contract</u>") to perform all of the work required for the Project (the "<u>Project</u> <u>Work</u>") at the Job Site. The Project Work must be performed in accordance with the intent set forth in the Prime Contract and the addenda, reports, (including soils), drawings and plans and specifications made a part thereof and provided pursuant to <u>Addendum 2</u> hereto (the "<u>Project Contract Documents</u>").

B. Plans and Specifications; Laws; Scope. The work for the portion of the Project to be performed by Subcontractor shall be performed in strict accordance with: (1) this Agreement; (2) the Project Schedule (defined below); (3) the intent set forth in the Project Contract Documents applicable to the Contract Work and all modifications thereto as permitted herein; and (4) all applicable federal, state and local codes, laws, permits, orders, ordinances and any rules and regulations promulgated thereunder (collectively "Laws"). Subcontractor recognizes that the scope of the Contract Work set forth on Addendum 1 cannot identify each and every component of the Contract Work but that the Contract Work shall include everything necessary to accomplish the results intended by the Project Contract Documents. The Contract Work shall include all labor, materials, tools, appliances, equipment, supplies, supervision, construction plant and machines, transportation, fuel, shop drawings and samples, as-built drawings, accessories, warranties/guarantees, training and all other facilities and incidentals necessary to produce the intended results, as and when required. The Contract Work shall also include such incidental work which may not be expressly indicated in the Project Contract Documents, but which is considered to be Subcontractor's obligations to provide under construction industry standards, customs, and practices. Subcontractor recognizes and accepts that it must accomplish everything necessary so as to provide good and workmanlike construction, in a complete and acceptable condition to Contractor and Owner. Subcontractor accepts the risk of any error or omission in its estimating or construction process as well as its means, methods, techniques, sequences and procedures. If there is any dispute between Contractor and Subcontractor over the Scope of the Contract Work, Subcontractor shall not stop the Contract Work but will prosecute the Contract Work diligently to completion. The Dispute will be mediated in accordance with Section XI(F).

C. <u>Submittals.</u> Subcontractor shall, to the extent required by the Contract Work, submit such shop drawings, product data, samples and similar submittals (collectively, the "<u>Submittals</u>") to Contractor that are required to accomplish the Contract Work with promptness and in such sequence so as to cause no delay in the Contract Work. It is generally encouraged that all "Submittals" be provided to Contractor within five days of the Effective Date. Contractor shall review all Submittals with reasonable promptness. Approval of Submittals which do not comply with the Project Contract Documents shall not release Subcontractor from its obligation to comply with the Project Contract Documents.

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D. <u>**List of Suppliers and Subcontractors.</u>** Subcontractor shall, within five days of the execution of this Agreement, submit to Contractor a "<u>Supplier Statement</u>" in the form attached hereto as <u>Addendum 3</u> setting forth the names and addresses of all persons from whom Subcontractor expects to request, or has requested services, materials, fixtures, or machinery and equipment for use or installation in connection with the Contract Work. No additions to or changes of such statement will be made without the prior written consent of Contractor.</u>

E. <u>Protection of the Contract Work</u>. Subcontractor shall take all steps, necessary to reasonably protect the Contract Work from loss or damage by the elements. Subcontractor shall, promptly replace and restore any damaged portion thereof at its expense, where such reasonable caution was not taken. Subcontractor shall also take all steps necessary to protect adjacent surfaces and work performed by others from damage due to Subcontractor's performance of the Contract Work. In the case of minor repairs to newly furnished surfaces (not covered by property insurance in place) the cost of repairs shall be paid for by Subcontractor that caused such damage.

F. <u>Reduction in the Contract Work</u>. Upon written notice to Subcontractor, Contractor shall have the right to reduce the amount of the Contract Work to be completed by Subcontractor under this Agreement, with a corresponding reduction in Contract Price occurring. Contractor may require the replacement of any Subcontractor at anytime with or without cause.

G. <u>Confidentiality</u>. Subcontractor shall keep all information and data relating to or connected with the Contract Work, and all documents relating thereto, confidential in all respects.

H. <u>Design Documents</u>. All documents related to or prepared in connection with the Contract Work, including, without limitation, documents that are furnished or obtained by Subcontractor, including, without limitation, any drawings, specifications, or designs and their digital counterparts (the "<u>Design</u> <u>Documents</u>") are the sole property of Owner and may be used by Owner for any purpose. By this reference the Design Documents are hereby incorporated into the Project Contract Documents, notwithstanding their potential omission from <u>Addendum 1</u>. Owner's ownership of the Design Documents furnished or obtained by Subcontractor does not relieve Subcontractor of its legal and professional design responsibilities to Owner or Contractor relating to such Design Documents. Notwithstanding any provision of this Agreement, upon receipt of a written request from Owner or Contractor, Subcontractor shall immediately deliver all Design Documents to Owner.

I. <u>Specific Articles.</u> Whenever any manufactured article, implement or series of articles or implements is identified by trade name, it is intended to establish a standard of quality or merit and Subcontractor shall furnish such specific article or implement. The intent of this paragraph is to require quality materials and workmanship. Substitutes of equal merit may be used by Subcontractor, only with the prior written consent of Contractor and Owner. By requesting an

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alternate or substitution, Subcontractor represents such alternate or substitute to be of equal quality and in conformance with the Project Contract Documents.

J. Job Site Excavation. If the Contract Work requires earth excavation, it shall be done in a safe manner and in accordance with all state, local and federal safety regulations. All backfilling of excavated material shall be performed by replacing material in 6" layers and mechanically compacting before placing the next layer. Compacting shall be by a suitable method as necessary to obtain a minimum density of 90% of maximum density by the "Modified Proctor" unless a higher density is required by other Project Contract Documents. If additional or less water in the material is required to obtain this density, it shall be added or removed as necessary. If, in the opinion of Contractor or Owner, the compaction does not meet this requirement, Contractor or Owner may have an independent soil testing laboratory perform tests to determine the degree of compaction. If the tests show the compaction to be less than required, Subcontractor shall reimburse Owner or Contractor for the costs of the re-tests and take action to compact or rebackfill the excavated areas until the requirements of this provision are satisfied.

K. Project Schedule. Attached hereto as Addendum 4 is the ManhattanWest Camco Pacific Construction Schedule, dated October 31, 2008 setting forth the sequence and time requirements for all Project Work (the "Project Schedule"). Subcontractor hereby acknowledges (1) the Project Schedule and (2) that Subcontractor's performance of the Contract Work, as and when required, is material to Contractor's performance under the Prime Contract, accordinaly, time is of the essence. Contractor may from time to time revise the Project Schedule as necessary, with Subcontractor's cooperation. If Subcontractor is behind on the schedule, Subcontractor shall engage such extra labor and equipment, (or work such overtime), as may be required or requested by Contractor to timely complete the Contract Work in accordance with this Agreement and the Project Schedule (collectively, the "Recovery Actions"). If the Recovery Actions are necessary due to Subcontractor's failures, Subcontractor shall be responsible for all costs and expenses incurred for such Recovery Actions. However, if the need for the Recovery Actions is not due to Subcontractor's failures, Contractor shall be responsible for all costs and expenses incurred for the Recovery Actions; provided however, that prior to taking the Recovery Actions, Contractor and Subcontractor shall agree upon the amount of such costs and expenses to be charged by Subcontractor. Contractor shall have control of the Job Site and shall have the right to decide the time and order in which various portions of the Project Work shall be performed. If Subcontractor fails to take any of the action described above, within 24 hours, after receiving notice from Contractor, Contractor may take action to attempt to put the Contract Work on schedule and deduct the entire costs thereof from amounts due, or to become due, Subcontractor.

L. <u>Delay.</u> If Subcontractor is delayed in the performance or completion of the Contract Work in accordance with Project Schedule by acts of God or any unforeseeable elements when unforeseeable or unpredictable, the time fixed for

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completion of the Contract Work shall be extended by the actual number of days that Subcontractor has thus been delayed. Subcontractor shall make claim therefor in writing to Contractor within 48 hours of the beginning of such delay. Subcontractor shall not be entitled to any additional compensation for any delays. If any act or omission of Subcontractor in the prosecution of the Contract Work causes delay to the Project Work, Subcontractor shall be liable for all costs, liabilities, and damages including consequential, liquidated, and sustained, or for which Contractor may be liable to Owner, or any other person because of Subcontractor's default.

M. <u>Meetings.</u> Subcontractor shall attend any meetings held by Contractor. Owner may meet independently with any Subcontractor at anytime, and each Subcontractor shall attend such meetings.

II. CONTRACT PRICE AND PAYMENT.

A. <u>Contract Price</u>. For and in consideration of Subcontractor's agreement to perform all of the terms and conditions of this Agreement, and in consideration of the faithful and full performance by Subcontractor, Contractor shall pay. subject to increases or decreases as provided in this Agreement, the Contract Price. The Schedule of Values for the Contract Work, Unit Prices, if any, and Allowances, as applicable, are as set forth in Addendum 5 attached hereto. Subcontractor acknowledges that the Contract Price includes an appropriate contingency and all applicable charges, fees, and sales, use, and other taxes. Contractor and Subcontractor expressly acknowledge that all payments due to Subcontractor under this Agreement shall be made by Contractor solely out of funds actually received by Contractor from Owner. Subcontractor acknowledges that Subcontractor is sharing, as set forth herein, in the risk that Owner may for any reason, including, but not limited to, insolvency or an alleged dispute, fail to make one or more payments to Contractor for all or a portion of the Contract Work. Contractor's receipt of the corresponding payment from Owner is a condition precedent to Contractor's obligation to pay Subcontractor; it being understood that Subcontractor is solely responsible for evaluating Owner's ability to pay for Subcontractor's portion of the Contract Work, and Subcontractor acknowledges that Contractor is not liable to Subcontractor for payment of Subcontractor's invoice unless and until Contractor receives the corresponding payment from Owner. Upon receipt of such payment from Owner, Contractor will then promptly pay Subcontractor and also agrees that, in no event, shall Contractor be responsible for payment to Subcontractor if Subcontractor's failure to perform its obligations under this Agreement have been asserted as a reason for Owner's failure to make such payments to Contractors.

B. <u>Invoices</u>. All applications for payment ("<u>Invoices</u>") shall be on Contractor's standard subcontract Payment Request form, and shall be submitted no later than the 25th calendar day of each month, for the entire month. The Schedule of Values attached hereto as part of <u>Addendum 5</u> shall serve as the schedule of values for this Agreement. All Invoices shall be accompanied by a list of all

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suppliers; materialmen, and subcontractors whose materials or services have been utilized, during the pay period by Subcontractor to perform the Contract Work described in the Invoice. In addition, the Invoice will be accompanied by all required conditional and/or unconditional and/or final lien releases, as may be required by Contractor, Owner, or its lender to assure that all funds are being property allocated by Subcontractor.

C. Monthly Progress Paments: So long as Subcontractor adheres to Contractor's periodic payment procedure, submits proper Invoices, and is not in conflict with the provisions of this Agreement, Contractor shall pay to Subcontractor, in monthly progress payments, 90% of labor and materials placed in position by Subcontractor during such preceding month. The remaining 10% shall be held as the Retainage. Contractor shall pay to Subcontractor in monthly progress payments with funds received from Owner. Progress Payments shall be made no later than the 10th day after Contractor's receipt from Owner of the corresponding payment. If Subcontractor fails to submit an Invoice for any Invoice period, Contractor may at its option, include in its monthly application an amount Contractor believes proper for the Contract Work for the missed Invoice Period. Subcontractor agrees to accept such amount in lieu of the amount Subcontractor may claim due. If Owner fails to make any payment to Contractor when due, Subcontractor shall cooperate with Contractor in Contractor's efforts to collect all amounts due from Owner and shall forbear collection efforts against Contractor until Owner pays Contractor or until all reasonable efforts of collection have been exhausted. Subcontractor shall be entitled to all of its mechanic's lien rights.

D. Final Payment. Subcontractor shall not be entitled to payment of the balance of the Contract Price, including, without limitation, the Retainage, until (1) the Contract Work has been completed to the satisfaction of Contractor, (2) Subcontractor has submitted to Contractor an Invoice for the final payment accompanied by (i) a final complete list of all suppliers and subcontractors whose materials or services have been utilized by Subcontractor, (ii) all closeout documents including, warranties, guarantees, as-builts, drawings, operating and maintenance manuals and such other items required of Subcontractor have been provided and such have been accepted by Owner, (iii) executed unconditional lien releases and waivers from Subcontractor and all of its mechanics, subcontractors, and suppliers for the Contract Work covered by all preceding progress payments, and (iv) executed unconditional lien releases and waivers upon final payment from all mechanics, subcontractors, and suppliers who have previously received final payment, and conditional lien releases and waivers upon final payment from Subcontractor and each mechanic, subcontractor, and supplier for which an unconditional lien release and waiver upon final payment has not been submitted to Contractor, (3) Contractor has received the corresponding final payment from Owner (4) Contractor has received evidence of Subcontractor's insurance required to be in place, (5) 45 days have elapsed affer a Notice of Completion has been recorded or if a valid Notice of Completion is not recorded, upon Subcontractor's receipt of a written notice of acceptance of the Contract Work that shall be given by Contractor

not later than 91 days after Contractor determines in good faith that the Contract Work has been performed completely and in an acceptable manner and (6) all outstanding disputes related to the Project have been resolved, and any liens against the Project have been removed.

E. <u>No Waiver</u>. No payment made shall (1) be considered conclusive evidence of the performance by Subcontractor of the Contract Work or acceptance of the Contract Work by Contractor and (2) not be construed to be acceptance of any delayed or defective Contract Work, or improper or defective materials.

F. <u>Payments to Others.</u> Contractor shall have the right to make payment to Subcontractor by checks payable jointly to Subcontractor and its employees, subcontractors, suppliers, or other mechanics.

G. <u>Establishment of Fund.</u> All sums earned by Subcontractor, by the partial or complete performance of the Contract Work, shall constitute a fund for the purpose of; (1) full completion of the Contract Work; (2) payment of any backcharges or claims due Contractor from Subcontractor on the Project; (3) payment to the subcontractors, laborers, material and service suppliers of Subcontractor who have valid and enforceable mechanic's lien claims on valid and enforceable bond claims (if the Project is bonded by Contractor or Subcontractor, or anyone else claiming in Subcontractor's place and stead, including, without limitation, a trustee in bankruptcy, receiver or assignee of Subcontractor, until and unless the Contract Work is fully and satisfactorily completed and any amounts described above are fully paid and satisfied. Contractor may, at any time, demand written evidence of Subcontractor's financial capability to perform and that Subcontractor has made appropriate payments.

H. Withholding of Payments. Notwithstanding any applicable statutes, Contractor may withhold payments from Subcontractor for any of the following reasons: (1) Subcontractor's omission of any Contract Work required by this Agreement: (2) Subcontractor's failure to cure defective or damaged Contract Work; (3) Subcontractor's failure to submit all information required under this Agreement: (4) the filing or recording of mechanics' liens, materialmen's liens, stop notices or bonded claims related to the Contract Work or Subcontractor or reasonable evidence that such may occur; (4) Subcontractor's failure to make payments properly to subcontractors, suppliers, materialmen, laborers, or other persons entitled to file a lien; (5) Subcontractor's failure to complete the Contract Work, or any reasonable indication that the Contract Work will not be completed within the time of performance required in this Agreement; and (6) any other grounds for withholding payment permitted by State or Federal Law, or as otherwise permitted by this Agreement. Contractor may withhold 100% of the amount claimed in any lien, or notice of claim, by Subcontractor's suppliers or subcontractors or a reasonable amount to conclude Subcontractor's work or the requirements of this Agreement.

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I. <u>Payment of Withheld Amount.</u> Whenever the grounds giving rise to the above withholding have been removed, Contractor shall pay Subcontractor the amount withheld, less any expenses incurred by Contractor or damages sustained by Contractor. Any payment made by Contractor directly to any Subcontractor's laborers, subcontractors, suppliers or materialmen or for their benefit shall be deemed payment to Subcontractor and shall be credited against the Contract Price.

III. JOB SITE CONDITIONS AND SUPERVISION.

A. Supervision of the Contract Work. Subcontractor shall, enforce strict discipline and good order among its employees (and those of its subcontractors and suppliers), faithfully and rigidly observe and ensure that its agents, employees, suppliers and subcontractors so observe, all laws and prudent business practices and all rules established by Contractor. Subcontractor shall not employ or allow at the Job Site any unfit person or anyone not skilled in, or licensed for, the work assigned to such person. Subcontractor shall employ a competent Project Superintendent. Such Superintendent shall be in attendance at the Job Site as required during the progress of the Contract Work and shall attend relevant on site meetings and shall have regular quality control inspections. Subcontractor shall be solely responsible for examining, accepting and securing, at the time of delivery all materials or equipment furnished to Subcontractor, and shall thereafter handle, store and install such items with such skill and care as to insure compliance with its obligations hereunder. Any loss to materials or equipment due to Subcontractor's violation of this covenant, or otherwise, shall be the responsibility of Subcontractor. Any person adjudged by Contractor to be incompetent, disorderly or otherwise unsatisfactory shall be immediately removed from the Job Site and shall not again be employed at the Job Site. Subcontractor shall not permit its employees or any other persons associated with the Contract Work to consume alcoholic beverages or illegal substances at the Job Site. Subcontractor shall prohibit barbeques, parties, pets, children, guests, loud music and unnecessary noise, at or near the vicinity of the jobsite.

B. <u>No Defects.</u> Subcontractor's commencement of the Contract Work constitutes Subcontractor's acknowledgment that the work of other subcontractors, completed or commenced prior to commencement of the Contract Work, are free of defects that would in any way impair or otherwise adversely affect Subcontractor's performance of the Contract Work. If Subcontractor discovers a defect in the Project Contract Documents, the Contract Work, or in the work of others, Subcontractor shall immediately notify Contractor in writing of such defect prior to commencing or continuing any of the Contract Work that may be affected thereby.

C. <u>Signs.</u> Subcontractor shall not post any sign or advertisement at or in the vicinity of the Job Site. Subcontractor shall adhere, and shall cause its mechanics, subcontractors, and suppliers to so adhere to, and observe all signs posted at the Job Site.

D. <u>Integration of the Work.</u> Contractor shall take such steps as are necessary to integrate the Contract Work with the work of others at the Job Site. Subcontractor shall not alter the work of others. Subcontractor shall cooperate with Contractor and other subcontractors and shall participate in the preparation of coordinated drawings and work schedules in areas of congestion, to minimize interference to all.

E. Hazardous Material. Subcontractor shall not permit any Hazardous Material to be located, used, incorporated into the Contract Work or brought onto the Job Site in connection with the Contract Work. Subcontractor shall comply with all Laws (inclusive of Proposition 65) and prudent business practices concerning any Hazardous Material required and approved to be located, used, incorporated into the Contract Work or brought onto the Job Site or required and approved to be transported on, to, from or about the Job Site. If Subcontractor encounters any material, matter or substance reasonably believed to be Hazardous Material, or becomes aware of any circumstance or incident involving Hazardous Material at the Job Site, Subcontractor shall immediately stop the Contract Work in the area so affected and shall immediately report in writing such encounter or knowledge to Contractor. Subcontractor shall be liable for all on and off-site disposal or transport of Hazardous Material (and shall sign any manifest in connection with the transport or storage of such Hazardous Material) and for any discharge, release, injury to any person, or injury or damage to any property resulting from use of Hazardous Material in the performance of the Contract Work and shall be responsible for obtaining all required permits and approvals necessary to remove such Hazardous Material or otherwise remedy any problem resulting from the use of the Hazardous Material. "Hazardous Material" shall mean (1) any "Hazardous Malerial" as defined by Federal, State, or Local Agency Law or Code, (2) any substance or matter that results in liability to any person or entity from discharge of or exposure to such substance or matter under any statutory or common law theory, (3) pesticides, asbestos, formaldehyde, polychlorinated biphenyls, solvents, petroleum and motor fuel hydrocarbon material, and (4) any other substance or matter that becomes subject to any Federal, State, or Local Agency order or requirement for removal, treatment or remedial action. Subcontractor shall indemnify, defend (at Subcontractor's sole cost and with legal counsel acceptable to Contractor), protect and hold Contractor and Owner and their respective officers, directors, agents, employees, representatives, shareholders, partners, affiliates, successors and assians, free from and against any and all claims, demands, losses, damages, disbursements, liabilities, fines, actions, causes of action, suits, expenses costs, professional and consultants' expenses, when removing or remediating any Hazardous Materials located, used, incorporated or brought onto or about the Job Site or transported on, to, from or about the Job Site by Subcontractor. This indemnity shall be effective after completion of the Contract Work, as well as during the progress of the Contract Work and shall survive any termination of this Agreement.

F. <u>Cleanup, Storage, Reserved Gate and Safety.</u> Subcontractor shall maintain the Job Site and the vicinity thereof, in a clean, neat and safe condition, to

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Contractor's satisfaction and shall (1) store all materials, supplies, equipment and goods in appropriate containers or enclosures, (2) remove from the Job Site all excess material and debris daily and all equipment, unused material and supplies and temporary structures upon completion, (3) return each fence, barrier and obstruction that is temporarily relocated or displaced by Subcontractor to its original position and condition immediately to ensure adequate and continuous protection of construction personnel as well as the general public at all times. It is understood that Contractor may charge Subcontractor for trash dumpster usage, if Subcontractor uses Contractor's dumpster. If Subcontractor fails to so maintain the Job Site, Contractor may, perform all work necessary to cause the Job Site to be so maintained and charge all costs related thereto to Subcontractor plus a 20%, handling fee. Subcontractor shall take all reasonable safety precautions in the performance of the Contract Work, including complying with Contractor's Superintendent and/or safety officer, all OSHA safety laws, orders, codes, rules, ordinances and regulations. Subcontractor shall not load, nor permit any part of the structure to be loaded, with weight that will endanger its safety. Subcontractor shall immediately notify Contractor of any injury to any individual occurring at the Job Site. If the Job Site is picketed and Contractor establishes a reserve gate for Subcontractor's purpose, Subcontractor shall make use of such reserve gate, and continue performance of the Contract Work without interruption or delay. Subcontractor shall also be solely responsible for all traffic control necessary to perform the Contract Work in a manner acceptable to Contractor and in compliance with all Laws. Subcontractor shall require all of its employees to attend weekly Job Site safety meetings, either sponsored by Contractor or Subcontractor. In addition to the above, Contractor, may seize 1.5% of Subcontractor's total contract amount as a penalty for not maintaining the job site, and the vicinity thereof, in a clean, neat and safe condition to Contractor's satisfaction.

G. Layout. Contractor shall establish principal axis lines, control points and datum point. Subcontractor shall lay out the Contract Work and shall be responsible for its accuracy, including the placement of all conduits, pipes, inserts, embeds, grounds, blockouts, and so on, as required to properly perform the Contract Work.

H. <u>Use of Job Site Equipment</u>. Subcontractor assumes all responsibility for, and shall hold Contractor and Owner harmless from, all claims, actions, demands, resulting from the use of Contractor's or Owner's equipment or facilities by Subcontractor.

1. <u>Scattolding, Staging and Hoisting.</u> As part of the Contract Work, Subcontractor shall provide, and at all times continuously maintain, in safe operational condition, all necessary scattolding, staging, bracing, hoisting, planks, ladders, rigging, barricades, protective devices and coverings, and all other associated equipment and accessories required for the continuous safe and satisfactory accomplishment of the Contract Work, including use by others than Subcontractor's employees. Subcontractor shall also be responsible for all

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transportation, unloading, erection and removal of same from the Job Site. Usage of any equipment of Contractor or Owner shall be permitted only with prior written approval from Contractor, and at the sole risk of Subcontractor. SUBCONTRACTOR HEREBY RELEASES CONTRACTOR AND OWNER FROM ANY AND ALL CLAIMS, WHETHER RELATING TO BODILY INJURY OR PROPERTY DAMAGE, RESULTING FROM THE USE OF ANY FACILITIES OR EQUIPMENT AT THE JOB SITE.

IV. EXAMINATION BY SUBCONTRACTOR.

A. <u>Review of all Relevant Matters.</u> Subcontractor has examined, investigated and familiarized itself with: (1) the Project Contract Documents; (2) the nature and location of the Job Site and all actual conditions thereof as well as those that could be expected during performance of the Contract Work; (3) the conformation of the ground and improvements of other subcontractors on which the Contract Work is to be performed; (4) the character, quality and quantity of the materials, equipment and facilities necessary to complete the Contract Work in a good and workmanlike manner and to the best of industry standards and pursuant to the Project Schedule; (5) the general and local conditions relating to the Contract Work; and (6) all other matters that may affect Subcontractor's performance of the Contract Work.

B. <u>No Reliance on Contractor.</u> Subcontractor enters into this Agreement relying solely on its own examination and investigation of the foregoing matters and not on any verbal representation or verbal information relating to the Job Site or the Contract Work (or the completion thereof) made by Contractor or Owner or any agent thereof. No estimate or bid of Subcontractor either before or after execution of this Agreement shall affect any of the terms or obligations contained herein. Subcontractor assumes the risk of Job Site conditions and releases Contractor and Owner from any claim for additional compensation resulting from any known or anticipatable Job Site conditions.

C. Satisfaction with Plans. If the Project Contract Documents require clarification of any inadequacy, discrepancy inconsistency or omission, or are in conflict with the Submittals, Subcontractor shall immediately request clarification in writing from Contractor. Subcontractor's failure to request clarification, suspected or reasonably inferred inadequacy, inconsistency, omission or conflict shall not relieve Subcontractor of its obligation to perform in accordance with Contractor's interpretations of those portions of the Project Contract Documents. Subcontractor shall not be entitled to any additional compensation for performing the Contract Work pursuant to Contractor's interpretation of the Project Contract Documents. Subcontractor shall notify Contractor at least 72 hours in advance of making any deviation from the Project Contract Documents by submitting to Contractor the proposed deviation and the cause therefore. If the deviation will result in a change to the Contract Price, Subcontractor shall promptly furnish Contractor with a Change Order Estimate pursuant to Section VI. Under no circumstances may any approved deviation fail to comply with all Laws, and Subcontractor assumes all responsibility for compliance with all Laws, notwithstanding any permitted deviation or change to the Contract Work.

Subcontractor shall not be entitled to an increase of the Contract Price or time extension, due to compliance with Laws, in place as of the Effective Date.

D. Design Build. Subcontractor shall be solely responsible for the design of the Contract Work and the issuance of any applicable permits for the Contract Work (the "Design"). The Design Documents shall include the Design. The Contract Price includes any costs, fees, and expenses associated with the Design and any permits related to the Design, including without limitation any costs, fees, or expenses required for any third-party service providers or engineers necessary for the Design or its approval. Notwithstanding any provision of this Agreement, Subcontractor shall (1) assume complete responsibility for the constructability of the Design; (2) shall not be entitled to any additional compensation from Owner or Contractor for any cost or fee increases resulting from any errors or omissions in the Design, including, without limitation, any coordination issues and any comments or requests for changes provided by any applicable government agency or regulatory body; (3) perform, at Subcontractor's sole cost and expense, all construction administration services in connection with the Contract Work; and (4) not be entitled to, and shall not submit any change order for, any increase in the Contract Price or any delay days in the Project Schedule unless Contractor delivers a Change Request to Subcontractor expressly instructing Subcontractor to increase the scope of the Design.

V. INSURANCE.

A. <u>Coverage</u>. Subcontractor shall maintain in effect at all times and at its own expense the following insurance coverages:

1. Worker's Compensation: Coverage A Statutory policy form; Coverage B Employer's liability; Bodily injury by accident - \$1,000,000 each accident; Bodily injury by disease- \$1,000,000 each employee. Coverage shall be maintained in accordance with NRS 616 and 617.

2. Commercial Auto Coverage: Auto liability limits of not less than \$1,000,000 each accident combined bodily injury and property damage liability insurance including, but not limited to, owned autos, hired or non-owned autos.

3. Comprehensive General Liability or Commercial General Liability, "Occurrence Form" only. "Claims Made" is not acceptable. The limits of liability shall not be less than:

i. Comprehensive General Liability: \$1,000,000 combined single limit bodily property damage per occurrence or,

ii. Commercial General Liability: The limits of liability shall not be less than: Each Occurrence limit - \$1,000,000; Personal injury limit - \$1,000,000; Products Completed Operations Aggregate Limit - \$5,000,000; General Aggregate Limit (other than products-completed operations).

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4. Excess Liability: Umbrella Form or Follow Form Excess where necessary to meet required minimum amounts of coverage.

5. OCIP. The Project is covered by an OCIP. Subcontractors shall enroll into this OCIP. Subcontractors shall be responsible for a deductable/SIR equal to that of the subcontractor's non-OCIP GL policy; not to be less than \$20,000 for light hazard trade contractors, \$25,000 for medium trade contractors and \$75,000 for high trade contractors.

6. Deductables and Retention. Any deductable or self-insured retention must be declared on the Certificate and is subject to prior approval.

7. Form Requirements. Liability Policy forms must include: (a) premises and operation with no X, C or U exclusions; (b) products and completed operations coverage (Subcontractor agree to maintain this coverage for a minimum of one year following completion of the Contract Work); (c) full blanket contractual coverage; and (d) broad form property damage including completed operations or its equivalent.

B. <u>General Requirements.</u> Before starting the Work, Subcontractor shall furnish Contractor certificates of insurance, endorsements, or copies of policies that demonstrate that Subcontractor has obtained the required coverage from carriers reasonably acceptable to Contractor. All policies must be written by insurance companies domiciled in the United States and qualified to do business in Nevada. Each policy of insurance shall (1) provide that the coverage may not be terminated or modified without 30 days prior written notice being received by all Additional Insureds, (2) name Contractor and Owner and any other required interest as additional insureds, (3) stipulate that the coverage afforded to the additional insureds is primary and any other coverage maintained by such additional insureds shall be excess and non-contributing and (4) must be an "occurrence" form ("Claims Made" and modified "Occurrence" forms shall not be acceptable).

C. <u>Waivers of Subrogation</u>. Contractor and Subconfractor waive all rights against each other and any of their agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Agreement or any Prime Contract, except such rights as they have to proceeds of such insurance held by Contractor or Owner as fiduciary. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.</u>

D. <u>Beneficiaries</u>. Subcontractor's insurance obligations set forth in this Section V shall be for the benefit of Contractor, Owner and their respective successors and assigns.

VI. CHANGES IN THE CONTRACT WORK.

A. Request for Change. Contractor may, at any time and from time to time, without affecting the validity of this Agreement, order additions, deletions or other modifications to the Contract (the "Change Request"). Contractor's Designated Representative shall be the only person authorized to make Change Requests. Upon written acceptance of Subcontractor's Change Order Estimate (as defined below) by Owner and Contractor, Subcontractor shall execute Contractor's standard form Change Order which shall, incorporate all of the terms and conditions of this Agreement (the "Change Order"). All labor, materials or equipment utilized shall be consistent with the terms of the Agreement and the Change Request. Subcontractor shall maintain complete records of all duly authorized modifications made to the Contract Work. Upon completion of the Project Work, Subcontractor shall provide Contractor with a redlined set of Project Contract Documents, showing any modifications of the Contract Work. Contractor is relying on Subcontractor's specialized knowledge related to performance of the Contract Work. Subcontractor shall be liable to Contractor and Owner for all additional costs created by or arising out of any unauthorized changes to the Contract Work.

B. <u>Change Order Estimate.</u> Upon receipt of a Change Request, Subcontractor shall promptly furnish to Contractor a statement in the form of <u>Addendum 6</u> (the "<u>Change Order Estimate</u>") setting forth in detail, with a labor and material breakdown by trades and work classifications. Subcontractor's prices for Change Order modifications shall be consistent with the contract prices covered by this Agreement. Contractor shall have the option to engage another third-party to perform the work set forth in any Change Request. Subcontractor shall have no claim for additional compensation as a result of the Change Request unless the Change Order is accepted by Contractor in writing. Expeditious handling of such Change Requests by Subcontractor.

C. <u>Value Engineering</u>. In the event that Contractor delivers written notice to Subcontractor of a specific value engineering initiative (the "VE Initiative"), Subcontractor will provide to Contractor, within three days, a revised Contract Price reflecting the VE Initiative and including all back-up and price breakdowns reasonably requested by Contractor (the "Value Engineering Deduct"). Notwithstanding any provision of this Agreement, in the event that Subcontractor fails to comply with the previous sentence of this Section VI(C), Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contract Work and reduce the Contract Price accordingly. Notwithstanding any provision of this Agreement, in the event that the amount of the Value Engineering Deduct is not reasonably acceptable to Contractor, Contractor shall have the right to obtain an alternate price from a third-party, and if Subcontractor fails to meet such price, Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contract fails to meet such price, Contractor shall have the right to unilaterally remove the work associated with the VE Initiative from the Contract Work and reduce the Contract Price accordingly. **D.** <u>Owner's Approval of Change Estimate</u>. If the work for which Subcontractor claims extra compensation, is determined by Owner not to entitle Contractor to a Change Order, Contractor shall not be liable to Subcontractor for any extra compensation for such work, unless, Contractor agreed, in writing, to such extra compensation specifically excluding Owner's approval and payment.

VII. WARRANTY, TESTING AND CORRECTION.

A. Warranty of Materials and Workmanship. Subcontractor expressly warrants that all labor, material, equipment, and fixtures furnished or installed by it (or by its subcontractors or materialmen) under the terms of this Agreement shall be of good quality and to the best of industry standards, free of any faults and defects whatsoever, and shall be completed in accordance with and shall meet or exceed the requirements of the Project Contract Documents and applicable Laws and standards. Subcontractor shall promptly provide sufficient evidence of such conformance, if requested. This warranty shall survive for so long as Confractor or Owner may be held liable for the matters warranted hereunder (in their respective roles as contractor, builder or seller) but in no event less than a period of two years from the date of completion and final acceptance of the Contract Work. The above express warranty of Subcontractor shall not limit or affect other warranties or guarantees expressly or impliedly made by Subcontractor or any of its subcontractors or materialmen and shall not limit or affect any remedies that are awarded by law with respect to express or implied warranties or negligent or willful acts or omissions of Subcontractor or any of its subcontractors or materialmen. The above warranties issued by Subcontractor shall be for the benefit of Contractor, Owner and their respective successors and assigns.

B. <u>Test and Inspection of the Contract Work.</u> Contractor shall not be responsible for reviewing or accepting, the safety or design of the Contract Work or any part thereof or a determination of conformance with Laws or other requirements of any public utility. However, Contractor shall be entitled (but not required) to test and inspect the Contract Work or cause the same to be accomplished without notice to Subcontractor. Subcontractor shall notify Contractor in writing of any prudent, reasonable, or required inspection or testing that must be performed, within a certain time period, so as not to require modification of the Contract Work or the work of others in connection with the inspection, testing and approval. Failure of Subcontractor to so notify Contractor shall result in Subcontractor assuming full responsibility for, and all costs of the uncovering of the Contract Work, or the work of others, in order to allow the required inspection, testing and approval. As part of the Project Work, Subcontractor shall be responsible for the execution of all inspections, tests and testing required by the specifications, and by all governmental authorities having jurisdiction.</u>

C. <u>Correction and Removal of Defective Contract Work.</u> Subcontractor shall, at its own expense, provide all materials and labor to correct any defects in the Contract Work's materials or equipment (together with any damage to all finishes, fixtures, equipment and personal property damage as a result of such

defects) and to remedy any violation of Laws in a manner reasonably satisfactory to Contractor. Subcontractor shall begin all corrective and remedial work necessary to cure any defect in the Contract Work, materials or equipment and to remedy any violation of Laws within 48 hours after receipt of a notice from Contractor. However, any defect related to life saving systems, plumbing, heating, electrical and roofing shall be completed immediately after the notice to repair is delivered to Subcontractor. Subcontractor shall diligently pursue all corrective and remedial work to completion. Subcontractor shall provide a written report to Contractor's office immediately upon completion of the corrective or remedial work. If Contractor remedies any defect for Subcontractor, Subcontractor shall pay to Contractor the costs of all corrective work plus a 20% handling charge.

VIII. INDEMNIFICATION, RELEASE AND LIMITATION OF LIABILITY.

A. Indemnification.

1. To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless Contractor, Owner, and their respective subsidiaries, owners, affiliates, directors, shareholders, members, officers, managers, agents and employees from and against all claims, damages, losses, expenses and other costs, including costs of defense and attorney's fees, arising out or resulting from or in connection with (a) any breach of this Agreement by Subcontractor, (b) the negligence or willful misconduct of Subcontractor or any subcontractor or supplier of Subcontractor or any of their respective agents or employees; or (c) the Contract Work.

2. Provided that Subcontractor has paid all undisputed outstanding Invoices, in the event that Contractor is joined as a party in a lawsuit or arbitration filed by Subcontractor or any subcontractor or supplier of Subcontractor concerning sums allegedly due to such party, Subcontractor shall provide a bond or other security agreeable to Contractor to protect the interests of Contractor and Owner. The amount of bond or security provided by Subcontractor shall be equal to 150% of the amount allegedly due to Subcontractor or the applicable subcontractor or supplier of Subcontractor.

3. Subcontractor further agrees to indemnify, hold harmless and defend Contractor from and against any loss, including but not limited to fines, penalties and corrective measures that Contractor may sustain by reason of Subcontractor's failure to comply with all applicable federal, state and local laws, ordinances, rules, regulations and other acts of any governmental authority, in performance of the Contract Work.

4. The primary duty for the safety of Subcontractor's employees, materials, conditions and equipment shall lie with Subcontractor. Subcontractor will furnish an active and enacted Safety Program to Contractor's Superintendent prior to personnel or material entering the Project Site. Subcontractor further agrees to indemnify, hold harmless, protect and defend Contractor and Owner, its

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successors or assignees, its clients and the user of Subcontractor's goods and services against all suits and from all claims, demands, judgements, costs and attorneys fees for actual or alleged infringement of letters, patents, trademarks and copyrights in connection with goods and services supplied hereunder provided that they are used as normally intended.

5. Any indemnification set forth in this Section VIII(A) shall be effective after completion of the Contract Work as well as during the progress of the Contract Work, and shall not be limited by the insurance requirements of Section V. Any indemnity provided for in this Section VIII(A) shall be for the benefit of Contractor, Owner and their respective successors and assigns.

B. <u>Release</u>. Subcontractor hereby expressly waives and releases Contractor and Owner from all claims, demands, expenses, debts, damages and liabilities, including, without limitation, lost wages, pain and suffering, permanent or temporary disability, medical and hospital expenses, attorneys' fees and costs of repair and replacement of Subcontractor's property, which in any way arise from or relate to (1) the physical condition, security, or maintenance of the Job Site and the vicinity thereof; (2) vandalism, theft or any other willful or negligent act by any person or entity at the Job Site or in the vicinity thereof, including, without limitation, the operation of a motor vehicle; or (3) the activities, omissions or behavior, whether or not negligent, of suppliers and other contractors and subcontractors, whose services have been or are being utilized by or on behalf of Contractor, as well as the activities, omissions or behavior of their agents and employees, whether or not actively or passively negligent. Nothing in this Section VIII(B) shall be construed to release the Indemnified Parties or any of them from their exclusive (i) willful or (ii) grossly negligent acts.

C. Limitation of Liability.

1. Subcontractor's right to recover damages or losses of any kind or nature resulting from any breach of this Agreement by Contractor shall be governed and limited by the provisions of this Section VIII(C). The terms of this Section VIII(C) shall create no separate right to recover damages.

2. Subcontractor shall keep on a daily and current basis, separate, accurate records of all man-hours, equipment, supplies, materials and tools that it claims it used and/or lost (and the value thereof) as a result of any breach of this Agreement by Contractor. With respect to each and every day that Subcontractor claims it has incurred any losses or increased costs or suffered any damages as a result of any breach of this Agreement by Contractor, Subcontractor shall deliver to Contractor on or before 1:00 p.m. (local time) of the following day, a written notice setting forth and describing in detail such, and the amount of the loss and/or damage claimed by Subcontractor for such day, attaching thereto a complete, true and accurate copy of the records required the previous sentence of this Section VIII(C)(2). Subcontractor shall give a daily notice and attach the material referred to by this Section VIII(C)(2).

3. If any arbitrator, court of competent jurisdiction or appellate court determines that Contractor is liable to Subcontractor as a result of any breach for any reason, the amount for which Contractor is liable shall not exceed the actual direct field costs incurred by Subcontractor, as per the actual daily direct field costs reflected in the daily records kept by Subcontractor and delivered to Subcontractor on a daily basis pursuant to Section VIII(C)(2). Contractor shall not be liable to Subcontractor for any costs, expenses, losses or damages of any kind if Subcontractor did not comply with the provisions of this Section VIII(C).

4. If Subcontractor commences an action against Contractor seeking recovery of damages or losses for breach of this Agreement, or other reasons caused by Contractor, Subcontractor shall be precluded from proving its costs and damages by "total cost", quantum meruit," "equitable adjustment" or in any way other than specifically identifying and proving the direct field costs that resulted each day from each separate breach, or other cause.

5. Notwithstanding any provision of this Agreement, Contractor shall not be liable to Subcontractor for loss, interest, loss of profit, nor for any indirect, special or consequential damages. Provided that Subcontractor's lien rights are not impaired, Subcontractor shall look solely to the property of Owner for all amounts due Subcontractor hereunder if (a) Subcontractor is not paid undisputed amounts otherwise due Subcontractor pursuant to this Agreement and (b) Contractor has not received payment from Owner of the undisputed amounts due Subcontractor.

IX. <u>AS-BUILTS, FINAL CLOSE OUT REQUIREMENTS</u>. All life safety systems, electrical, mechanical, plumbing, heating, air conditioning, fire sprinkler, drainage, and utility Subcontractors must, prior to receiving Final Payment, furnish Contractor with complete and accurate "as-built" records which shall be maintained at all times during construction showing exact location and dimensions of all control systems, shutoffs, emergency operators, main lines, branch lines, valves, drains, clean outs, etc. in accordance with the Project Contract Documents. All final close out documents (including, without limitation, all maintenance and operational manuals, start-up procedures, brochures, and as-built records as required herein or in any Project Contract Documents) must be provided to Contractor, in triplicate, before Final Payment, in a form reasonably acceptable to Contractor and Owner. Final close out documents must be provided by Subcontractor to Contractor before Contractor can release any monies, over 75% of the Contract Price.

X. <u>LIENS AND STOP NOTICES</u>. Subcontractor shall pay when due, all claims asserted by and debts in favor of persons or entities who furnish labor, material, services, fixtures or equipment applied to or utilized in the performance of the Contract Work. Subcontractor shall prevent the recordation of any claim of lien upon Owner's property, the imposition of any stop notice or bonded stop notice on funds held by a lender that are intended to be paid to Contractor or to Owner pursuant to an agreement to finance completion in whole or in part of the Project, and the garnishment or attachment of funds held by Contractor or

Owner, by promptly satisfying all claims and debts that are or may be asserted against Subcontractor or Subcontractor's subcontractors by such persons or entities. Any sums paid to Subcontractor under this Agreement shall be impressed with a trust in favor of labor and materialmen furnishing labor, materials and equipment to Subcontractor for the Contract Work. If Subcontractor fails to effect any release or dismissal Contractor may take such action as it deems appropriate to effect such release or dismissal and all costs thereof, together with actual attorney's fees, shall be immediately due and payable to Contractor by Subcontractor and if not so paid, shall be deducted from amounts due Subcontractor under this Agreement, or any other Agreement between the parties.

XI. DEFAULT OF SUBCONTRACTOR; REMEDY; TERMINATION; DISPUTE RESOLUTION.

A. <u>Default</u>. The term "<u>Default</u>" shall mean any failure by Subcontractor, at any time, to: (1) supply sufficient skilled workers or proper materials; (2) properly and diligently prosecute the Contract Work as required by this Agreement; (3) make prompt payment to its workers, sub-subcontractors, suppliers or consultants, or becomes delinquent with respect to contributions or payments required to be made to any insurance company, workman's compensation fund, health and welfare, pension, vacation, apprenticeship or other employee benefit program or trust; (4) provide adequate insurance as required by Section V, (5) to provide Contractor with adequate assurance of its ability and willingness to perform pursuant to this Agreement within 48 hours of receiving a written notice from Contractor requesting such assurance, or (5) is otherwise in breach of a material provision of this Agreement. Immediately upon the occurrence of any Default, Contractor shall have the right, without prejudice to any other rights or remedies at law or in equity, to immediately invoke any and all of the remedies set forth in Section XI(C).

B. <u>Liquidated Damages</u>. In addition to other damages and remedies provided in this Subcontract, Subcontractor agrees to pay any liquidated damages that may be assessed against Contractor by Owner, as provided in the Prime Contract, for any Project delays caused by Subcontractor. Such damages shall be paid for each day the Contract Work remains incomplete beyond the time specified for subcontract completion plus any extension thereof agreed to in writing by Contractor, and granted by Owner. Subcontractor's obligation to pay the above liquidated damages shall be for the benefit of Contractor, Owner, and their respective successors and assigns.

C. <u>Remedies.</u> If Subcontractor fails to remedy any Default within 48 hours after receipt of written notice from Contractor, Contractor shall be entitled to any one or more of the following remedies, none of which shall be deemed exclusive of any other:

1. Contractor may immediately terminate the Agreement for cause,

2. Contractor may immediately terminate the right of Subcontractor to prosecute the performance of the Contract Work in whole or in part without liability to Subcontractor for any Contract Work thereafter performed by Contractor or anyone else.

3. Upon receipt of written notice from Contractor, Subcontractor must immediate exit the Job Site leaving all materials and equipment in place and not return without the prior written permission of Contractor.

4. Upon receipt of written notice from Contractor, Subcontractor must immediately return all Design Documents to Contractor.

5. Subcontractor must (a) deliver all Subcontractor permits to Contractor and (b) execute and deliver all documents and take any additional actions necessary to transfer such permits to Contractor or its designee.

6. Contractor may pursue any other remedy provided elsewhere in this Agreement.

7. Contractor may withhold payment of any monies due until the Default of Subcontractor has been cured and a final accounting of Contractor's costs and appropriate deductions have been made as permitted under this Agreement, including without limitation, any liquidated damages attributable to or caused by Subcontractor's failure to prosecute the Contract work within the Project Schedule.

8. Contractor may set off the costs to complete the performance of the Contract Work and any other damages due Contractor against monies due under any other contract between Contractor (or any entity owned, controlled by, affiliated with or under common control with Contractor) and Subcontractor (or any entity owned, controlled by, affiliated with or under common control with Subcontractor), whether such contract shall be in effect prior or subsequent to this Agreement.

9. Contractor may pay any sums to any such persons, firms, itself or other entities to whom Subcontractor shall be obligated and to charge such sums paid to the account of Subcontractor without recourse by Subcontractor. If such sum is greater than the amount then due Subcontractor, the excess shall be a debt due from Subcontractor to Contractor and shall bear interest at the rate of 10% per annum from the date due until paid.

10. Contractor shall also be entitled to use any of Subcontractor's equipment and consume any materials on the Job Site (without further compensation to Subcontractor for such use) until it is completed. Subcontractor shall pay Contractor the cost of such completion or correction, plus a 20% handling charge. Subcontractor shall receive no additional payment until the Contract Work is completed. 11. Any Attorneys' fees and other damages incurred by Contractor as a result of a Default shall be considered a cost to complete the Contract Work and shall be paid by Subcontractor.

12. Contractor may pursue any and all such other remedies as may be provided at law or in equity.

D. <u>Termination for Insolvency.</u> In addition to the rights of Contractor set forth in Sections XI(B) and (C). Contractor may immediately invoke the remedies set forth in Section XI(C) without waiting 48 hours upon the occurrence of any of the following: (1) the filing of a petition for relief under the Bankruptcy Code or the institution of any other insolvency proceedings by, against, or on behalf of Subcontractor or Owner, (2) the appointment of a receiver for Subcontractor or Owner, (3) the death, dissolution or liquidation of Subcontractor, (4) the transfer to others of more than 25% of the assets or ownership interest of Subcontractor, and (5) any act of insolvency by Subcontractor or Owner.

E. <u>Termination by Contractor</u>. Upon 48 hours written notice to Subcontractor, Contractor shall be entitled to terminate this Agreement for any cause whatsoever, regardless of whether Subcontractor has begun performance of the Contract Work. In such circumstance, Subcontractor shall be entitled to receive that portion of the Contract Price earned by Subcontractor for Contract Work performed to the satisfaction of Contractor, including shop drawings, submittals, and reasonable mobilization costs, less any payments made prior to the date of termination of this Agreement upon receipt by Contractor of payment from Owner. Subcontractor shall not be entitled to any additional compensation or damages as a result of termination of this Agreement pursuant to this Section XI(E). Subcontractor shall make all reasonable efforts to procure cancellation of all existing orders or contracts upon terms approved by Contractor.

F. Dispute Resolution/Arbitration.

1. Claim. The term "<u>Claim</u>" means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of any Agreement terms, payment of money, extension of time or other relief with respect to the terms of the Agreement. The term "<u>Claim</u>" also includes other disputes and matters in question between Contractor and Subcontractor arising out of or relating to the Agreement. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

2. Mediation.

(a) Any Claim shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

(b) The parties shall endeavor to resolve their Claims by mediation which shall be in accordance with the Construction Industry Mediation Rules of the

American Arbitration Association in effect as of the date that such Claim arises. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

(c) The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Las Vegas, Nevada. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

3. Arbitration.

(a) Any Claim shall be subject to arbitration, except those claims that are required by statute to be litigated (e.g., foreclosure of a mechanic's lien). Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Section XI(F)(2).

(b) Any Claims not resolved by mediation shall be decided by arbitration which shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in effect as of the date that such Claim arises. The demand for arbitration shall be filed in writing with the other party to the Agreement and the American Arbitration Association.

(c) A demand for arbitration shall be made within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.

(d) The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

(c) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof

4. Continued Performance. Notwithstanding any provision of this Agreement, in the event of any unresolved Claim, dispute, or controversy between Contractor and Subcontractor related to the Contract Work or this Agreement, Contractor shall diligently continue to perform the Contract Work to the full extent practicable pending resolution of the unresolved Claim, and Contractor

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shall continue to make payment required under this Agreement for all Contract Work that is not directly implicated in the Claim.

XII. <u>REPRESENTATIONS OF SUBCONTRACTOR.</u> To induce Contractor to enter into this Agreement, Subcontractor covenants, represents and warrants as follows:

A. <u>Authority</u>. Subcontractor is duly organized and in good standing under the laws of the State of Nevada, and has all necessary powers to carry on its business and has the right, power, legal capacity and authority to enter into this Agreement.

B. <u>Litigation</u>. Except as disclosed to Contractor, in writing, prior to the Effective Date, there is no bankruptcy, reorganization, suit, action, arbitration, or legal administrative or other proceeding, or non-insured workers' compensation claim or governmental investigation pending or threatened, against Subcontractor or to the knowledge of Subcontractor, against any affiliate, general partners or shareholders of Subcontractor.

C. <u>Financial Capability and Skill</u>. Subcontractor is and must continue to remain financially solvent and financially capable of discharging its obligations under this Agreement. Subcontractor and everyone acting on behalf of Subcontractor in connection with the performance of the Contract Work is skilled in performing the Contract Work and in the means, methods, techniques, sequences and procedures related to completing the Contract Work in the most expeditious and economical manner consistent with the interest of Contractor.

D. <u>Licenses/Permits</u>. Subcontractor has and shall maintain, or shall pay for and maintain, all necessary licenses, Subcontractor specific permits, and governmental fees necessary to perform the Contract Work and all other obligations of Subcontractor under this Agreement.

XIII. MISCELLANEOUS.

A. <u>Nondiscrimination</u>. Subcontractor shall abide by and comply with all procedures, rules and regulations concerning nondiscrimination issued by any governmental agency or authority, insofar as they apply to Subcontractor's performance of this Agreement.

B. <u>Notice</u>. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (1) by personal delivery, when delivered personally; (2) by overnight courier, upon written or electronic verification of receipt; (3) by electronic mail or facsimile, upon transmission; or (4) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses set forth on the first page of this Agreement or such other address as either party may specify in writing.

C. <u>Construction</u>; No Waiver. Whenever used in this Agreement, the singular shall include the plural and the plural the singular. Delay in the enforcement of any

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remedy in the event of a breach of any term or condition hereof or in the exercise by either party of any right hereunder shall not be construed as a waiver. This Agreement and all of the addenda, attachments, schedules and exhibits hereto, which are hereby incorporated into this Agreement by this reference, constitute the entire Agreement between the parties.

D. <u>Injunctive Relief for Breach</u>. Subcontractor's obligations under this Agreement are of a unique character that gives them particular value. A breach of any of such obligations will result in irreparable and continuing damage to Contractor for which there will be no adequate remedy at law. In the event of such breach, Contractor will be entitled to injunctive relief and/or a decree for specific performance, and such other and further relief as may be proper (including monetary damages if appropriate).

E. <u>Merger Clause</u>. This Agreement represents the entire and integrated agreement between Contractor and Subcontractor related to the subject matter hereof and supersedes all prior negotiations, representations, agreements, communications, bids, proposals, and estimates, whether written or oral.

F. <u>Amendment and Termination</u>. Subject to Section VI(C) and Sections XI(C) and (D), this Agreement may be amended or terminated only by written instrument executed by both Contractor and Subcontractor.

G. <u>Severability</u>. If any portion of this Agreement is declared by court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining portions shall remain in full force as though such invalid or unenforceable portion had not been a part of this Agreement.

H. <u>Assignment</u>. Contractor and Owner may, at any time, assign the whole or any part of this Agreement. Subcontractor shall not assign or further subcontract (with the exception of those subcontractors listed by Subcontractor pursuant to Section Addendum 3) any portion of the Contract Work without the prior written consent of Contractor. Contractor's consent to an assignment shall not relieve or release Subcontractor from all obligations of the Agreement. Subcontractor acknowledges the reasonableness of this provision due to the personal service nature of this Agreement.

I. <u>Title to Improvements</u>. Title to all materials, fixtures, plans and installations shall be deemed vested in Contractor when such has been installed, affixed permanently to the realty, or otherwise delivered to and accepted by Contractor. Contractor shall not be liable for loss or damage to any material or fixtures as to which title is not then vested in Contractor at the time of such loss or damage as herein provided, whether such material or fixtures are on the Job Site, in transit, or under the control of Contractor. J. <u>Continuation of Work</u>. During all disputes, actions, claims or other matters arising out or relating to this Agreement or the breach thereof, Subcontractor shall carry on its duties hereunder and maintain the schedule for performance for the Contract Work. Subconfractor shall be paid for performance of undisputed Contract Work, in accordance with the terms of this Agreement.

K. <u>Interpretation and Governing Law; Time</u>. This Agreement shall not be construed against the party who prepared it, but shall be construed as though prepared by both parties; the parties thereby waiving the effect of any statute or law providing for uncertainties in a contract to be construed against the party who prepared the agreement. This Agreement shall be construed and governed by the laws of the State of Nevada. Subject to Section XI(F), any litigation or other proceedings regarding this Agreement shall be brought in the applicable court in Clark County, Nevada. It is mutually accepted that time is of the essence in this Agreement.

L. Litigation Fees.

1. Payment to Prevailing Party. It is expressly understood that this Agreement shall include an Arbitration Provision as shown in Section XI(F). In the event that any negotiation, suit, action, arbitration, or mediation is instituted to enforce or interpret any provision in this Agreement or to resolve any dispute arising from or related to the Work, the prevailing party in such negotiation, suit, action, arbitration, or mediation is instituted to any other relief to which it is entitled, from the losing party all fees, costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including, without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals. For purposes of this Agreement, the "prevailing party" shall be the party who recovers a greater percentage of the disputed amount, as well as a party who dismisses an action for recovery hereunder in exchange for greater settlement of the sums allegedly due.

2. Attorneys' Fees in Third Party Litigation. If any party is required to initiate or defend any action or proceeding with a third party (including, without limitation, any cross-compliant, counterclaim or third party claim as well as any claim brought by Owner) because of the other party's breach or alleged breach of this Agreement, and such party is the prevailing party in such action or proceeding, such shall be entitled to it's attorneys' fees.

M. <u>Independent Contractor</u>. Subcontractor is an independent contractor and shall, at Subcontractor's sole expense, and without increase in the Contract Price, comply with all Laws and pay all manufacturers' sales, use and processing taxes and all federal, state and local taxes.

N. <u>Survival of Obligations</u>. Any indemnity, guaranty, representation or warranty given by Subcontractor to Contractor in this Agreement shall survive the expiration or termination of this Agreement.

O. Third Party Beneficiaries.

1. Subject to Section XIII(O)(2) and as expressly set forth elsewhere in this Agreement, this Agreement is between Contractor and Subcontractor. Except as expressly set forth herein, no other person or entity is intended to be, nor shall be, benefited by the terms hereof, whether as a third party beneficiary or otherwise.

2. Notwithstanding any provision of this Agreement, it is expressly agreed that Owner is a third-party beneficiary of Subcontractor's obligations under this Subcontractor Agreement, including without limitation, any indemnity, warranty, insurance, or liquidated damage provisions obtained by Contractors.

P. <u>Substance Abuse Testing</u>. Contractor shall have the right (but not the obligation) to require all personnel of Subcontractors, and its subcontractors, to be tested for substance abuse. Should any individual refuse to be so fested than that individual shall be considered an unfit person per Section III(A) and shall not work on the Project Site.

Q. <u>Counterparts.</u> This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Signatures to this Agreement may be transmitted via facsimile or PDF, and such signatures shall be deemed to be originals.

R. <u>APCO Relationship.</u> Subcontractor was previously engaged to perform the Contract Work by Asphalt Products Corporation ("<u>APCO</u>"). Notwithstanding any provision of this Agreement, this Agreement shall not (1) be construed to alter any contractual relationship between Subcontractor and APCO prior to the Effective Date or (2) prejudice any rights or obligations of APCO and Subcontractor, to each other, arising or applicable under the any such agreement prior to the Effective Date; provided however, that Subcontractor shall not be entitled to payment from both APCO and Contractor for performing the exact same Contract Work.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Subcontractor

_____, a _____ (circle one) corporation, sole proprietorship, partnership, limited liability company

By: Its:

HELIX00867

Contractor

Camco Pacific Construction Company, Inc., a California corporation

By: Its:

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Contractor's License Number: Federal Tax ID or FICA No.:

FURTHER DESCRIPTION OF THE CONTRACT WORK

Subcontractor shall furnish and install all labor, material, supervision, equipment, tools, transportation, submittals, taxes, hoisting, scaffolding, specialty permits and incidentals as are required to install and complete all Site and Building Electrical Work (including high and low voltage) per the Project Contract Documents and the Project Schedule for the following amounts per building:

Building	Amounf
Building 2	\$698,000
Building 3	\$698,000
Building 7	\$1,858,500
Bullding 8	\$1,064,000
Building 9	\$1,064,000
Total:	\$5,382,500

The Contract Work is hereby limited by the following:

[Insert Inclusions and Exclusions from item 29 of the Helix proposed amendment to APCO. Craig Colligan is reviewing them now.]

In addition to the Contract Price, Contractor has approved and executed the following Change Orders for the corresponding amounts set forth below (the "Approved Change Orders"):

[insert list of approved change orders]

As Subcontractor has had the Project Contract Documents in its possession for several months and has been working on the Project since construction commenced, Subcontractor has had ample opportunity to review the Project Contract Drawings and submit any Change Orders that may have been necessary. Subject to the payment of the Contract Price and the amounts required by the Approved Change Orders, but notwithstanding any provision of this Agreement, any construction necessities, or design issues, it is hereby expressly agreed that Subcontractor will neither submit another Change Order nor request any additional payment or time extension in connection with this Project.

PROJECT CONTRACT DOCUMENTS

Contractor has (a) delivered to Subcontractor a disk entitled "ManhattanWest Construction Drawings November 5, 2008" containing all of the actual drawings, documents, and submittals for the Project (excluding the shop drawings) and (b) made available to Subcontractor all of the shop drawings for the Project (collectively, the "<u>Project Contract Documents</u>"). Prior to the Effective Date, (a) Subcontractor received and reviewed the Project Contract Documents and (b) both parties hereby acknowledge that the version of such documents as of November 5, 2008 are hereby incorporated into this Agreement and shall serve as the relevant construction documents for purposes of this Agreement.

JA003893

HELIX-TR-EX-510-079

LIST OF SUPPLIERS AND SUBCONTRACTORS

The following is a list of all suppliers and subcontractors whose materials and services will be or have been utilized by Subcontractor in the performance of the Contract Work or as described in the Invoice, together with a description of the materials and services provided by such suppliers and subcontractors in connection with the Contract Work, and the price charged by such suppliers and subcontractors for such materials and services. If necessary, this list will be continued on an additional sheet. If this list is being submitted with an Invoice, attach a copy of each invoice submitted by the following suppliers and subcontractors representing all of the materials and services that Subcontractor has provided during the applicable Invoice period.

Name and Address	Material or Service Provided	Price Charged
1. Name: Address:		
2. Name: Address:		
3. Name: Address:		
4. Name: Address:		
Invoice Period:	_, 200_to, 200_	

Helix Electric of Nevada LLC

By: Its:

PROJECT SCHEDULE

THIS SCHEDULE WILL BE UPDATED AND BASED ON REALITY. CRAIG COLLIGAN WILL DELIVER IT SHORTY.]

HELIX00872

CONTRACT PRICE, SCHEDULE OF VALUES, UNIT PRICES, AND ALLOWANCES

- 1. Contract Price: \$5,382,500
- 2. Schedule of Values: See Attached.
- 3. Unit Prices: See Attached.
- 4. Allowances: Contractor and Subcontractor acknowledge that the costs of certain options of the Project Work are incapable of exact determination at the time of execution of this Agreement. Contractor and Subcontractor have agreed upon reasonable estimates of such costs based upon all available information for such portion of the Contract Work. These estimates are called "Allowances."

FORM OF CHANGE ORDER ESTIMATE

HELIX00874

HELIX-TR-EX-510-083

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UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	
Property Location:	
Undersigned's Custome	r:
Invoice/Payment Appli	cation
Number:	
Payment Amount:	
Payment Period:	

ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC

The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated:_____, 2008

Helix Electric of Nevada LLC

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: Amount of Disputed Claims: ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers the final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the money he receives from the final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated:_____, 2008

Helix Electric of Nevada LLC

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: ManhattanWest Russell Rd and 215 Beliway CAMCO PACIFIC CONSTRUCTION CO., INC

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period.

Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: _____, 2008

Helix Electric of Nevada LLC

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Payment Period: Amount of Disputed Claims: ManhattanWest Russell Rd and 215 Beltway CAMCO PACIFIC CONSTRUCTION CO., INC.

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property, except

for the payment of Disputed Claims, if any, noted above.

The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated:_____, 2008

Helix Electric of Nevada LLC

By:______ Its:______

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it to the extent of the Payment Amount or the amount received. If you have not been paid, use a conditional release form.

The following terms will replace the corresponding portions of the paragraphs in the Subcontract Agreement:

Agreement Page 1	Item 1, Amendments, Add the following: "Prior to the removal of APCO as the contractor and the issuance of this Ratification and Amendment of Subcontract Agreement, Helix Electric and APCO were in the process of completing negotiations of the "Helix Electric Exhibit to the Standard Subcontract Agreement between Asphalt Products Corporation (APCO) and Helix Electric of Nevada, LLC for the Manhattan West Condominiums, Las Vegas, NV (APCO Job #168/HE Job #16713)."
	The final version of the Helix Electric Exhibit that was acceptable to Helix Electric is attached and incorporated as an Exhibit B amendment under this section of the Ratification and Amendment of Subcontract Agreement.
Agreement Page 1	Item 2, Change Orders, Add the following: Attached Helix Electric Change Order Log udated through 9/29/2008 is submitted as "Exhibit C" to this Ratification and Amendment of Subcontract Agreement. Change Order Log reflects the total amount of \$994,025.01 submitted to APCO prior to the effective date of 8/26/2008 and the total amount of \$259,323.00 submitted to Gemstone/Camco after the effective date of 8/26/2008. These amounts total \$1,253,348.01 and represent the amount due to Helix for change orders on the Manhattan West project.
Agreement Page 2	Item 4, Subcontractor Scope of Work, 2 nd Paragraph Delete the following: "Design" and "Insurance"
Agreement Page 2	Item 4, Subcontractor Scope of Work, Add the following to the 3 rd paragraph: "Subcontractor acknowledges receipt of the disk entitled "Manhattan West Construction Drawings, August 29, 2008." This disk contains a substantial amount of drawings and did not provide a list of drawings included. Subcontractor has requested a drawing list and has received one to date. Subcontractor will accept only those drawings previously covered by its Subcontract with APCO and any revisions to those drawings for which Subcontractor has been issued a Change Order."
Agreement Page 3	Item 4, Subcontractor Scope of Work, 4 th paragraph, Item (b) 4 th line through 9 th line, Delete in its entirety.

AgreementItem 4, Subcontractor Scope of Work, Add the following to the end of this section:Page 3The amounts listed for Buildings 1-12, Site, "Submittals, Trailers, Permits, Supervision"

HELIX-TR-EX-510-088

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JA003902

and Total are derived by the schedule of values prepared by Subcontractor under its subcontract with APCO for billing purposes. Phase I work contract amount for Buildings 2, 3, 7, 8 and 9 that is currently under construction is \$5,555,000.00 The balance of \$7,675,000.00 of the \$13,230,000.00 is the contract amount for Phase 2 work for Buildings 1, 4, 5, 6, 10, 11, and 12.

Agreement Page 3 Item 4, Subcontractor Scope of Work, Add the following to the end of this section: "Subcontractor is proceeding with the schedule (the "Camco Schedule') pending resolution of the following:

- 1. Schedule is currently 50 days behind based on original completion date of 10/18/2008 versus the revised Camco completion date of 12/26/2008. Subcontractor has costs associated with extended general conditions as a result of this delay and will be seeking compensation for delay.
- Schedule is accelerated and compressed and requires the subcontractor to complete the remaining work in half the time allotted on this original schedule. Subcontractor will incur costs associated with acceleration and compression and will be seeking compensation for these costs."
- 3. Approved Smoke Control Drawings for Building 7 have not been issued to Subcontractor. This is delaying the completion of Subcontractors design for the Smoke Control Panel. Subsequently, this will delay the manufacture, installation, and final testing of the smoke control panel for the life safety system. Subcontractor will not be held liable for the delays that result to the life safety system installation and the final acceptance of Building 7 by the AHJ.

Agreement Item 5, Ratification, Delete the last sentence, starting with "Notwithstanding...on the Page 3 9th line through ...Change Orders" on the 13th line.

Agreement Item 6, Value Engineering, 3rd line, Change the following: "three days" to "five business days"

Agreement Item 6, Value Engineering, 5th through 12th lines, Delete in their entirety.

Agreement Item 10, Governing Law, 3rd line, Delete the following: "...but without regard to Nevada conflicts of laws provisions."

Agreement Item 11, Further Assurances, Delete in its entirety.

Page 3

Page 4

Robert D. Johnson	By:	
Vice President	Title:	
	Data	

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HELIX-TR-EX-510-090

JA003904



The following terms will replace the corresponding portions of the paragraphs in the Subcontract Agreement Terms and Conditions:

Objects 1 test				
Check List	Item 6, Delete in its	entirety.		
Check List	ltem 7, Delete in its	entirety.		
Check List	ltem 8, Delete in its	entirety.		
Cover Sheet	Insurance, 2 nd Sent	ence, Delete: "G	ieneral"	
Cover Sheet	Submittals, Delete i	Submittals, Delete in its entirety.		
Cover Sheet	Clean-Up, Delete th percent (20T) handlin			that there will be a twen ubcontract.")
Cover Sheet	Close-Out Docume documents must be t			s follows: "All close of ase final payment."
Payment Request	Delete in its entirety	Delete in its entirety, continue with current billing procedures.		
Agreement	Contract Price, Cor	rect sum to reflec	4 th à Callandonae	
	00111100,001		t the following:	
	Building	Amount	t the following:	
	Building Building 2 Building 3 Building 7 Building 8 Building 9		t the following:	
	Building Building 2 Building 3 Building 7 Building 8	Amount \$ 698,000 \$ 698,000 \$1,858,500 \$1,064,000	t the following:	

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HELIX00882



Agreement I. The Contract Work	B. Plans and Specifications. Delete the last 2 Sentences (Lines 23 through 27), in their entirety.				
Agreement I. The Contract Work	C. Submittals, Delete in its entirety.				
Agreement I. The Contract Work	F. Reduction in the Contract Work, 5 th Line, Delete the following: "or without"				
Agreement I. The Contract Work	I. Specific Articles, Delete in its entirety.				
Agreement I. The Contract Work	J. Job Site Excavation, 2 nd and 3 rd Sentences, (Lines 3 through 7), Delete in their entirety.				
Agreement I. The Contract Work	K. Project Schedule, 4 th Sentence (Lines 8 through 12), Delete in its entirety.				
Agreement I. The Contract Work	K. Project Schedule, Add the following Paragraph: "Subcontractor received a project schedule on 11/18/08 at the jobsite. Schedule had no date but reflected an overall completion date of 2/20/09 for punchlist in Building 7. This schedule will be the schedule of record for this section of the agreement.				
	Helix has reviewed the schedule and intends to supply the following peak manpower:				
	Building 77 menBuilding 84 menBuilding 94 menSite3 men				
	Overall Total – 14 men				
	Contractor agrees that the Subcontractor is not required to provide manpower beyond				
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	License# 0053810 HELIX00883				

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that listed above per buildings, site, and overall total. The overall total represents the peak manpower based on any combination of the men listed per building and site. If Contractor demands Subcontractor to provide manpower above the peaks listed, Contractor agrees to compensate Subcontractor for costs incurred to supply the additional manpower.

Building 7 Fire/Life Safety Testing requires 6-8 weeks to complete. Fire Alarm graphics panel is still being delayed due to no smoke control drawings."

L. Delay, Lines 7 and 8, Delete the following: "Subcontractor shall not be entitled to Agreement I. The Contract any additional compensation for any delays." Work

A. Contract Price, Lines 7 and 8, Delete the following: "...an appropriate Agreement II. Contract Price contingency and ... " and Payment

A. Contract Price, 4th, 5th and 6th Sentences (Lines 9 through 21), Delete in their II. Contract Price entirety.

C. Monthly Progress Payments, 3rd Sentence (Lines 6 through 9), Delete in its Agreement II. Contract Price entirety. and Payment

C. Monthly Progress Payments, 6th Sentence (Lines 13 through 17), Delete in its Agreement II. Contract Price entirety. and Payment

Agreement D. Final Payments, Item (5), Delete in its entirety. II. Contract Price

Agreement H. Withholding of Payments, Item (4), Delete in its entirety. II. Contract Price and Payment

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HELIX-TR-EX-510-093

Agreement

and Payment

and Payment

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I. Payment of Withheld Amount, 1st Sentence, Delete the following: "less any Agreement expenses incurred by Contractor or damages sustained by Contractor." II. Contract Price and Payment B. No Defects, Delete the 1st Sentence. Agreement III. Job Conditions and Supervision C. Signs, Delete the 1st Sentence, Agreement III. Job Conditions and Supervision E. Hazardous Material, 1st Sentence, Delete the following: "... (inclusive of Agreement III. Job Site Proposition 65)..." Conditions and Supervision Agreement F. Cleanup, Storage, Reserved Gate and Safety, Delete Item (2) in its entirety. III. Job Site Conditions and Supervision F. Cleanup, Storage, Reserved Gate and Safety, Item (3), 2nd Sentence, Delete Agreement the following: "It is understood that Contractor may charge Subcontractor for trash III. Job Site dumpster usage, if Subcontractor uses Contractor's dumpster." Conditions and Supervision F. Cleanup, Storage, Reserved Gate and Safety, 14th Line, Delete the following: Agreement III. Job Site "...plus a 20% handling fee." Conditions and Supervision Agreement F. Cleanup, Storage, Reserved Gate and Safety, Last Sentence, Delete in its III. Job Site entirety. ("Contractor, may seize 1.5% of Subcontractor's total contract amount as a Conditions and penalty for not maintaining the job site, and the vicinity thereof, in a clean, neat and safe condition to Contractor's satisfaction.") Supervision 3078 E. Sunset Road, Suite 9 · Los Vegas, NV 89120 · Tel: (702) 732-1188 Fax: (702) 732-4386 License# 0053810

HELIX-TR-EX-510-094

JA003908



Agreement IV. Examination by Subcontractor	A. Review of all Relevant Matters, Item (6), Delete in its entirety.
Agreement IV. Examination by Subcontractor	B. No Reliance on Contractor, Delete the Last Sentence in its entirety.
Agreement IV. Examination by Subcontractor	C. Satisfaction with Plans, 3 rd Sentence (Lines 8 through 10), Delete in its entirety.
Agreement V. Insurance	A. Coverage, Delete Items 3, 3i, and 3ii in their entirety.
Agreement V. Insurance	A. Coverage, Delete Item 4 in its entirety.
Agreement V. Insurance	A. Coverage, Add the following: "Subcontractor has a \$25,000 for medium trade contractor deductible/SIR limit."
Agreement V. Insurance	C. Waivers of Subrogation, Delete the 2 nd Sentence in its entirety.
Agreement VII. Warranty, Testing and Correction	A. Warranty of Materials and Workmanship, 3 rd Sentence (lines 8 through 12), Delete in its entirety and Replace with the following: "This warranty shall be for a period of 2 years from the date of completion and final acceptance of the contract work."
Agreement VII. Warranty, Testing and Correction	B. Test and Inspection of the Contract Work, Delete the 4 th Sentence (Lines 10 through 14) in its entirety.
Agreement VII. Warranty, Testing and Correction	C. Correction an Removal of Defective Contract Work, Las Sentence, Delete "20%" and Replace with "5%"
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License# 0053810

HELIX00886



Agreement VIII, Indemnification, Release and Limitation of Liability	A. Indemnification, Item 4, Last Sentence, Delete the following: "for actual or alleged infringement of letters, patents, trademarks and copyright sin connection with goods and services supplied hereunder provided that they are used as normally intended."
Agreement VIII. Indemnification, Release and Limitation of Liability	B Release, Item (1), Delete in its entirety.
Agreement VIII. Indemnification, Release and Limitation of Liability	B. Release, Item (2), Delete in its entirety.
Agreement VIII. Indemnification, Release and Limitation of Liability	B. Releases, Item (3), Line 13, Delete the following: "whether or not actively or passively negligent." Line 15, Delete the following: " (i) willful or (ii) grossly negligent acts."
Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 2, Delete in its entirety.
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-EX-510-096	14003910



Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 3, Lines 3 through 8, Delete the following: "the amount for which Contractor is liable shall not exceed the actual direct field costs incurred by Subcontractor as per the actual daily direct field costs reflected in the daily records kept by the Subcontractor and delivered to Subcontractor on a daily basis pursuant to Section VIII (C) (2). Contractor shall not be liable to Subcontractor for any costs, expenses, losses or damages of any kind if Subcontractor did not comply with the provision of this Section VIII (C)."
Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 4, Delete in its entirety.
Agreement VIII. Indemnification, Release and Limitation of Liability	C. Limitation of Liability, Item 5, Delete in its entirety.
Agreement IX. As-Builts, Final Close Out Requirements	Delete the last sentence in its entirety.
Agreement X. Liens and Stop Notices	Delete the last sentence in its entirety.
Agreement XI. Default of Subcontractor; Remedy; Termination; Dispute Resolution	C. Remedies, Items 9 and 10, Delete in their entirety.
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	HELIX00888



Agreement XIII. Miscellaneous	H. Assignment, Dele	te 1 st Sentence and Last Sentence in their entirety.	
Addendum 1	dum 1 Correct Contract Amount to Reflect the following:		
	Building	Amount	
	Building 2 Building 3 Building 7 Building 8 Building 9 Phase I, Submittals, Trailers, Permits,	\$ 698,000 \$ 698,000 \$1,858,500 \$1,064,000 \$1,064,000	
	Super	<u>\$ 172,500</u>	
	Phase I Total	\$5,555,000	
Addendum 1		Electric Approved Change Order Log for APCO Change 5 in the total amount of \$480,689 represents the approved ddendum 1.	
Addendum 1	Following is the Rev	ised Contract Amount including Approved Change Orders:	
	Original Contract Amor Approved Change Orde Revised Contract Amou	rs <u>480,689</u>	
Addendum 1	Contractor will issu	lectric Cost Estimate Log for Outstanding Change Orders. e change orders for total of \$213,840 plus the settlement of 143,000 currently being negotiated.	
Addendum 1	Subcontractor will ne	elete the following: "It is hereby expressly agreed that wither submit another change order nor request any additional ansion in connection with this project."	
Addendum 2		delivered a disk entitled "Manhattan West Construction 5,2008" as identified.	
3078 E. Sunse	et Road, Suite 9 • Las Va	egas, NV 89120 • Tel: (702) 732-1188 Fax: (702) 732-4386 License# 0053810 HELI	

HELIX-TR-EX-510-098



Addendum 2 Delete the last sentence in its entirety.

Addendum 4 Delete in its entirety.

Addendum 5 1. Contract Price, Revise Price to \$5,555,000 plus \$480,689 in approved change orders for a Revised Contract Amount of \$6,035,689.

Addendum 5 3. Units Pricing – None

Addendum 5 4. Allowances – Delete this item in its entirety.

Victor Fuchs President

By:	
Title:	
Date:	

3078 E. Sunset Road, Suite 9 · Las Vegas, NV 89120 · Tel: (702) 732-1188 Fax: (702) 732-4386 License# 0053810

HELIX00890

JA003913

HELIX ELECTRIC, INC. Constructors Engineers

HELIX COST ESTIMATE LOG SUBMITTED AS ATTACHMENT TO CAMCO PACIFIC SUBCONTRACT AGREEMENT

HEICE#	Submitted	Description		CO#	Change Orde Amount
		6/29 Drawings (Delta 2)-Pending Negotiation	\$143,000.00		
		GEMSTONE/CAMCO TAKEOVER			
28	9/12/2008	Phase II Site Conduits (see CO#6)	\$14,011.00		
30	9/24/2008	Work Order #108-Type S Recessed Fixture	\$3,559.00		
31	9/29/2008	Delta 7 (HVAC changes)	\$34,434.00		[
32	9/29/2008	Delta 8 (low voltage equip. room, signage)	\$63,847.00		
33	10/2/2008	B8/B9-Change Romex to MC Floors 1-3 Corridors	\$6,183.00		1
	10/7/2008	Pump/guardhouse	\$62,300.00		1
T	10/21/2008	Missing Options B7, B8 & B9	\$14,010.00	1	1
34	10/22/2008	Work Order #110-B8; units 154 & 454 wine bar	\$575.00		j
35	10/22/2008	Work Order #101-Relocate Ceiling Fans	\$3,640.00		
36	10/22/2008	Work Order #106-Relocate Outlets	\$2,669.00		
37	10/22/2008	Work Order #105-Relocate Fireplace B7-256	\$281.00		
38	10/22/2008	Work Order #107-Relocate closet light EC1 units	\$668.00	1	
39	10/22/2008	Work Order #113-EC2 units 2-5 (drywall installed)	\$1,665.00	1	······
40	11/4/2008	Work Order #111-Unit Labeling	\$3,010.00	1	
41	11/4/2008	Work Order #104-B9/467 change breakers	\$2,028.00		
42	11/4/2008	Work Order #112-B8/262 cabinet change	\$960.00		

forms/celog.xts

Page 1

HELIX-TR-EX-510-100

JA003914

UPDATED 9/29/2008

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HELIX ELECTRIC APPROVED CHANGE ORDER LOG

SUBMITTED AS AN ATTACHMENT TO THE CAMCO PACIFIC -SUBCONTRACT AGREEMENT

HEI	Date		Submitted	APCO	Change Order
CE#	Submitted	Description	Amount	CO#	Amount
1	10/10/2007	Hook up GC's office trailers	\$1,622.00	2	\$1,622.00
2	11/27/2007	Overtime Week Ending 11/18/07	\$583.00	4	\$583.00
4	11/28/2007	Overtime Week Ending 11/25/07	\$868.00	4	\$868.00
5	12/5/2007	Overtime Week Ending 12/02/07	\$4,007.00	4	\$4,007.00
6	12/12/2007	Overtime Week Ending 12/09/07	\$4,542.00	4	\$4,542.00
		Delete Utility Stubs Phase 1	(\$15,000.00)	5	(\$15,000.00)
7	1/3/2008	Conduit for CO Sensors	\$21,500.00	11	\$21,500.00
	1/25/2008	6/29 Drawings (Delta 2)	\$76,500.00	12	\$76,500.00
	2/20/2008	Credit for Site Utility Conduits	(\$13,000.00)	6	(\$13,000.00)
13	2/20/2008	Delta 3 Revisions	\$92,117.00	14	\$92,117.00
14	2/20/2008	Delta 5 Revisions	\$94,990.00	15	\$94,990.00
	2/20/2008	Delta 5 Revisions C2 Split	\$53,756.00	13	\$53,756.00
	3/25/2008	Option Package #1 for B9	\$45,472.00	7	\$45,472.00
16	5/7/2008	Overtime 2nd Floor Deck B7	\$3,841.00	10	\$3,841.00
	5/7/2008	Option Package #1 for B8	\$42,994.00	8	\$42,994.00
	5/29/2008	Option Package #2 for B8 & B9	\$40,258.00	8	\$40,258.00
	7/31/2008	Option Package B7	\$25,639.01	9	\$25,639.01
		APPROVED CHANGE ORDER TOTALS	\$480,689.01		\$480,689.01

GEMSTONE DEVELOPMENT	A JA
9121 W. Russell Rd. #117 Las Vegas, NV 89148 (702) 614.3193 phone (702) 614.0669 fax TRANSMITTAL FRECEIVED SEP 0 3 2008 HELIX CLCCTHIC	
Company: //ll// ATTN: Address: Project/Reference: ManhattanWest From: Date: September , 2008	
We are Sending: Specifications Change Order Submittal RFI Shop Drawings 0&M Manual Other Other For: Your Records As Requested Other Your Use Your Review/Approval	
Comments: Ratification of Supcontract Agreement A A AVA WINC MAN MATHAN West A 8-29-08. Current Schedulle	
Received by: <u>Robert 10. Johnson</u> Signature: <u>Alest Malan</u> Date: <u>9/5//as</u>	
	HELIX00893



GEMSTONE DEVELOPMENT

September 4, 2008

Mr. Victor Fuchs Helix Electric, LLC 3708 East Sunset Road, STE # 9 Las Vegas, NV 89120

RE: Manhattan West Phase I - 0810

Mr. Fuchs:

This letter will serve as Gemstone Development West, Inc.'s intention to continue to retain the services of your firm in connection with the above referenced project for Helix Electric, LLC previously contracted with APCO Construction. The conditional acceptance of this work is based on the execution of a standard CAMCO Pacific Construction Ratification Agreement.

Please provide the following items within ten (10) business days of the date of this letter.

- 1) A schedule of values breakdown for your work
- 2) Your Certificate of General Liability Insurance
- 3) Evidence of your Nevada Business Tax

On behalf of Gemstone Development West, Inc., we look forward to working with your firm in making this a successful project. We have provided you a copy of the Camco Pacific Ratification Agreement for your review and acceptance. Please contact our staff tomorrow September 3, 2008 to review and sign the agreement.

Should you have any questions, please don't hesitate to contact me directly at (702)580-7337.

Respectfully,

GEMSTONE DEVELOPMENT WEST, INC.

Jennifer & riffith

Project Manager

RATIFICATION AND AMENDMENT OF SUBCONTRACT AGREEMENT HELIX ELECTRIC

This Ratification and Amendment of Subcontract Agreement ("Ratification") is made as of September 4, 2008 (the "Effective Date"), between HELIX ELECTRIC ("Subcontractor"), and Camco Pacific Construction Company, Inc. ("Camco").

RECITALS

A. Subcontractor and Asphalt Products Corporation also known as APCO Construction ("APCO") entered into the written Subcontract Agreement attached hereto as **Exhibit A** (the "Subcontract Agreement") related to the ManhattanWest Condominiums project located at West Russell Road and Rocky Hill Street in Clark County, Nevada.

B. Subcontractor and Camco desire to acknowledge, ratify, and agree to the terms of the Subcontract Agreement, whereby Camco will replace APCO as the "Contractor" under the Subcontract Agreement but, subject to the terms of this Ratification, all other terms and conditions of the Subcontract Agreement will remain in full force and effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, Subcontractor and Camco agree as follows:

AGREEMENT

1. <u>Amendments.</u> Attached hereto as <u>Exhibit B</u> are all of the amendments and modifications to the Subcontract Agreement that were executed by APCO and Subcontractor prior to the Effective Date (the "Amendments").

2. <u>Change Orders.</u> Attached hereto as <u>Exhibit C</u> are all of the change orders that have been submitted by Subcontractor to APCO prior to the Effective Date (the "Submitted Change Orders"). Set forth on <u>Exhibit D</u> hereto is a list of the Submitted Change Orders that have been approved by Camco as of the Effective Date (the "Previously Approved Change Orders").

3. <u>Removal of Future Buildings</u>. Notwithstanding any provision of this Ratification, Section 9.8 of the Subcontract Agreement is hereby amended and restated as follows:

9.8 Consideration. Notwithstanding any provision of this Subcontract Agreement, in the event of a partial termination of the Subcontract Agreement, at the time of such termination, if no work has been performed by Subcontractor on a given building or buildings that are subject to such termination, (a) the sole compensation to be paid by Contractor to Subcontractor with respect to such building or buildings shall be an aggregate of \$100 and (b) in no event shall Subcontractor be entitled to profit, markup, or compensation for any form of bulk discounts on services or work not performed.

4. <u>Subcontractor Scope of Work</u>. Notwithstanding any provision of this Ratification, the second paragraph of Exhibit A Subcontractor Scope of Work APCO Contract No. 168-7 is hereby amended and restated as follows:

The Scope of Work shall consist of the following:

ALL ELECTRIC WORK AND REQUIREMENETS PER PLANS AND SPECIFICATIONS FOR BUILDINGS ONE THROUGH TWELVE: Complete work per governing codes, furnish and install all necessary Design, Labor, Material, Equipment, Cartage, Freight, Supervision, Taxes, and Necessary Insurance to install and complete all ELECTRIC WORK FOR BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, AND 12 pursuant to the Project Drawing List for the following amounts per building:

Building	Amount
Building 1	
Building 2	
Building 3	
Building 4	
Building 5	
Building 6	
Building 7	
Building 8	
Building 9	
Building 10	
Building 11	
Building 12	
Total:	\$12,994,000.00

Notwithstanding any provision of this Subcontract Agreement, Contractor has (a) delivered to Subcontractor a disk entitled "ManhattanWest Construction Drawings August 29, 2008" containing all of the actual drawings, documents, and submittals for the Project (excluding the shop drawings) and (b) made available to

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Subcontractor all of the shop drawings for the Project (collectively, the "**Project Drawing List**"). Prior to the effective date, (a) Subcontractor received and reviewed the drawings, documents, and submittals contained in such Project Drawing List and (b) both parties hereby acknowledge that the version of such documents as of the Effective Date are hereby incorporated into this Agreement and shall serve as the relevant design documents for purposes of this Agreement.

Notwithstanding any provision of this Subcontract Agreement, the Scope of Work for (a) Buildings 2, 3, 7, 8, and 9 must be completed pursuant to the updated ManhattanWest Camco Pacific Construction Schedule, dated August 22, 2008 and attached hereto as <u>Schedule 1</u> (the "Camco Schedule") and (b) Buildings 1, 4, 5, 6, 10, 11, and 12 must be completed pursuant to the schedule to be delivered to Subcontractor by Contractor at the time that work on such buildings is commenced. Furthermore, it is expressly understood that Subcontractor shall provide such additional manpower and/or work such additional shifts as are reasonably requested by Camco, without additional expense to Camco.

5. <u>Ratification</u>. Subcontractor and Camco agree that (a) the terms of the Subcontract Agreement (as amended by this Ratification and including all Amendments, Previously Approved Change Orders, and the Camco Schedule) will govern their relationship regarding the Project, (b) Camco will be the "Contractor" under the Subcontract Agreement, and (c) Subcontractor and Camco agree to perform and fulfill all of the executory terms, covenants, conditions, and obligations required to be performed and fulfilled thereunder by Subcontractor and Camco, respectively. Additionally, Subcontractor and Camco will be entitled to receive all of the benefits of the executory terms, covenants, conditions, and obligations required to be performed and fulfilled by Camco and Subcontractor, respectively. Notwithstanding any provision of this Ratification, this Ratification shall not be construed as an (i) approval or acceptance by Camco of the Submitted Change Orders that are not Previously Approved Change Orders.

6. <u>Value Engineering</u>. In the event that Camco delivers written notice to Subcontractor of a specific value engineering initiative (the "<u>VE Initiative</u>"), Subcontractor will provide to Camco, within three days, a revised price reflecting the VE Initiative and including all back-up and price breakdowns reasonably requested by Camco (the "<u>Value Engineering Deduct</u>"). Notwithstanding any provision of this Ratification or the Subcontract, in the event that Subcontractor fails to comply with the previous sentence of this Section 6, Camco shall have the right to unilaterally remove the work associated with the VE Initiative from the Scope of Work. Notwithstanding any provision of this Ratification or the Subcontract, in the event that the amount of the Value Engineering Deduct is not reasonably acceptable to Camco, Camco shall have the right to obtain an alternate price from a third-party, and if Subcontractor fails to meet such price, Camco shall have the right to unilaterally remove the right to unilaterally remove the right to unilaterally remove the right to unilaterate price from a third-party, and if Subcontractor fails to meet such price, Camco shall have the right to unilaterally remove the work associated with the VE Initiative from the Scope of Work

7. <u>Successors and Assigns</u>. This Assignment is binding on and inures to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

8. <u>Governing Law</u>. This Assignment will be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Nevada, including Nevada's statutes of limitations, but without regard to Nevada's conflicts of laws provisions.

9. <u>Further Assurances</u>. The parties agree to execute all instruments and documents of further assurance and will do any and all such acts as may be reasonably required to carry out their obligations and to consummate the transactions contemplated herein.

IN WITNESS WHEREOF, the parties have executed this Ratification as of the Effective Date.

<u></u>	, a	corporation
By: Its:		
BV:		

Camco

Camco Pacific Construction Company, Inc., a California corporation

By: Its:

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SCHEDULE 1 TO EXHIBIT A TO THE SUBCONTRACT AGREEMENT

Camco Schedule

HELIX00899

HELIX-TR-EX-510-108

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EXHIBIT A TO THE RATIFICATION

Subcontract Agreement

HELIX-TR-EX-510-109

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EXHIBIT B TO THE RATIFICATION

Amendments

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EXHIBIT C TO THE RATIFICATION

Submitted Change Orders

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HELIX00902

EXHIBIT D TO THE RATIFICATION

Previously Approved Change Orders

HELIX-TR-EX-510-112

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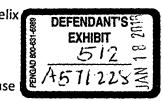
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DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
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CLERK OF THE COURT

JA003927





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JOB #	167.13
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OTHER.	

ISTRUCTORS . ENGINEERS

ix Electric

NOTICE OF RIGHT TO LIEN AND REQUEST FOR RECEIPT OF NOTICE OF COMPLETION

Name/Address of the Property to be improved: Manhattan West

Name/Address of Owner:

Name/Address of Tenant: Name/Address of Prime Contractor:

Name/Address of Undersigned's Customer:

Date Labor, Material and/or Equipment Was First Furnished: Description of Labor, Materials and/or Equipment: Certified Return Receipt No.: Manhattan West 9255 W Russell Road Las Vegas, NV 89148 Gemstone LVS, LLC 7700 Las Vegas Blvd. South Suite #3 Las Vegas, NV 89123

APCO Construction 3432 N 5th Street N Las Vegas, NV 89032 APCO Construction 3432 N 5th Street N Las Vegas, NV 89032 October 7, 2007

Electrical Work

7003 1010 0002 5418 8080

NOTICE IS HEREBY GIVEN that the Undersigned has supplied or intends to supply materials and/or equipment or has performed or intends to perform the labor or services described above, for the improvement of the Property identified above, under contract with the Undersigned's Customer. This is not a Notice that the Undersigned has not been, or does not expect to be paid, but a Notice required by Nevada law that the Undersigned may, at a future date, record a notice of lien as provided by Nevada law against the Property if the Undersigned is not paid.

REQUEST IS HEREBY MADE that Owner and Tenant, pursuant to Nevada's Mechanic's Lien Statute serve on the Undersigned by certified mail, a copy or copies of any and all Notices of Completion the Owner or the Tenant, or any of their agents or assigns, causes to be recorded with the county recorder's office where the Property is located with respect to the improvements to be made.

Helix Electric

K Bennet Bv:

Title: Project Assistant Date: January 10, 2008 Telephone: 702-732-1188

3078 E. Sunset Road, Suite 9 · Las Vegas, NV 89120 · Tel: (702) 732-1188 Fax: (702) 732-4386 License# 0053810

HELIX00908

JA003929

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
Complete items 1, 2, and 3, Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the malipleoe	A. Signature X. H. Agent B. Received by (Drimed Name) C. Date of Delivery
or on the front if space permits. 600 16713 Article Addressed to:	D. is delivery address different from item 1? - Yes
Anicia Addressed 10;	If YES, enter delivery address below: DNo
•	
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Gemstone LVS, LLC	
700 Las Vegas Blvd. South Suite	3. Septce Type
Las Fegas, NV 89123	Centriled Mali DExpress Mali Decipion Receipt for Merchandise Disured Mali C.O.D.
	4. Restricted Delivery? (Extra Fee)
Vrlicle Numiber Transfer from service tabelt	10 0002 5418 8080
orm 3811, February 2004 Domestic Ret	um Receipt 102595-02-14-1540



HELIX00909

HELIX-TR-EX-512-002



RUCTORS

FILE #. OTHER

NOTICE OF RIGHT TO LIEN AND REQUEST FOR RECEIPT OF NOTICE OF COMPLETION

Name/Address of the Property to be improved:

ENGINEERS

Name/Address of Owner:

Name/Address of Tenant: Name/Address of Prime Contractor:

Name/Address of Undersigned's Customer:

Date Labor, Material and/or Equipment Was First Furnished: Description of Labor, Materials and/or Equipment: Certified Return Receipt No.: Manhattan West 9255 W Russell Road Las Vegas, NV 89148 Gemstone LVS, LLC 7700 Las Vegas Blvd. South Suite #3 Las Vegas, NV 89123

APCO Construction 3432 N 5th Street N Las Vegas, NV 89032 APCO Construction 3432 N 5th Street N Las Vegas, NV 89032 October 7, 2007

Electrical Work

7003 1010 0002 5418 8073

NOTICE IS HEREBY GIVEN that the Undersigned has supplied or intends to supply materials and/or equipment or has performed or intends to perform the labor or services described above, for the improvement of the Property identified above, under contract with the Undersigned's Customer. This is not a Notice that the Undersigned has not been, or does not expect to be paid, but a Notice required by Nevada law that the Undersigned may, at a future date, record a notice of lien as provided by Nevada law against the Property if the Undersigned is not paid.

REQUEST IS HEREBY MADE that Owner and Tenant, pursuant to Nevada's Mechanic's Lien Statute serve on the Undersigned by certified mail, a copy or copies of any and all Notices of Completion the Owner or the Tenant, or any of their agents or assigns, causes to be recorded with the county recorder's office where the Property is located with respect to the improvements to be made.

Helix Electric

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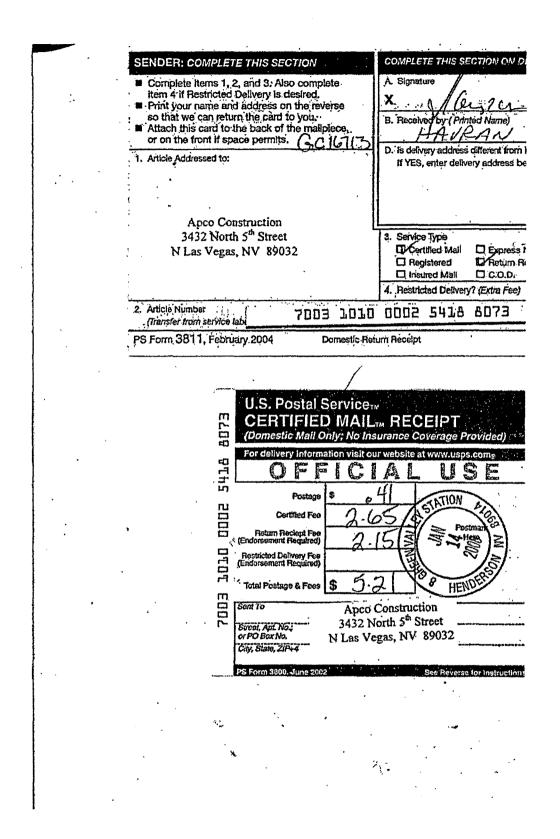
Title: Project Assistant Date: January 10, 2008 Telephone: 702-732-1188

3078 E. Sunset Road, Suite 9 · Las Vegas, NV 89120 · Tel: (702) 732-1188 Fax: (702) 732-4386 License# 0053810

HELIX00910

HELIX-TR-EX-512-003

JA003931



FIFTEEN-DAY NOTICE OF INTENT TO LIEN

Pursuant to NRS 108.226.6, be advised that if the undersigned is not paid for the work, materials and/or equipment that it has furnished or may furnish for the property or any improvements thereon described in this Notice, the undersigned intends to record a notice of lien against the property and any improvements thereon:

- 1. The amount of the original contract is: See Attached Exhibit A
- 2. The amount of additional or changed work, materials and equipment, if any, is: See Attached Exhibit A
- 3. The total amount of all payments received to date is: See Attached Exhibit A
- 4. The amount of the lien, after deducting all just credits and offsets, is: \$3,186,102.67
- 5. The name of the owner, if known, of the property is: Gemstone Development West, Inc.
- The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: <u>See Attached</u> <u>Exhibit A</u>
- 7. A brief statement of the terms of payment of the lien claimant's contract is: <u>Payment due</u> within thirty (30) days from date of Payment Application or as otherwise required by statute.
- 8. A description of the property and/or improvements to be charged with the lien is:

County Assessor Description:

Manhattan West Condominiums (Project) 9205 W. Russell Rd Spring Valley PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60 163-32-101-019

County Assessor Parcel No.

Dated this 23^{44} day of December 2008.

HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

ohne Bv

Print Name: Robert D. Johnson Title: Vice President

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Contract Description	Name of Higher-tiered Customer	Original Contract Price	Amount of Additional of Changed Work, Materials or Equipment	Total Amount of All Payments Received	Lienable Amount
	(Sec #6 of Notice of Lien Form)	(See #1 of Notice of Lien Form)	(Sce #2 of Notice of Lien Form)	(See #3 of Notice of Lien Form)	(See #4 of Notice of Lien Form)
Phases 1 and 2	APCO Construction	\$13,230,000.00	\$738,257.26	\$4,347,019.46	\$2,145,116.73
Completion of Phases 1 and 2	Gemstone Development West, Inc. and/or Camco Pacific Construction Company, Inc.	\$8,603,661.90	\$305,227.75	\$175,778.80	\$910,944.26
Design Engineering	Gemstone Development West, Inc.	\$71,650.00	\$37,821.00	\$0.00	\$109,471.00
Service-Temp Power	Gemstone Development West, Inc.	\$20,570.68	\$0.00	\$0.00	\$20,570.68
	TOTAL LIENABLE AMOUNT \$3,186,102.67				\$3,186,102.67

EXHIBIT A CALCULATION OF LIENABLE AMOUNT

Receipt/Conformed Copy

ASSESSORS PARCEL NO: 163-32-101-019

Requestor: HELIX ELECTRIC OF NEVADA 01/12/2009 10:40:43 T20090009700 Book/Instr: 20090112-0002864 Lien Page Count: 3 Fees: \$16.00 N/C Fee: \$0.00

Debbie Conway Clark County Recorder

NOTICE OF LIEN

The undersigned claims a lien upon the property described in this Notice of Lien for work, materials or equipment furnished or to be furnished for the improvement of the property:

- 1. The amount of the original contract is: See Attached Exhibit A
- 2. The amount of additional or changed work, materials and equipment, if any, is: See <u>Attached Exhibit A</u>
- 3. The total amount of all payments received to date is: See Attached Exhibit A
- 4. The amount of the lien, after deducting all just credits and offsets, is: \$3,186,102.67
- 5. The name of the owner, if known, of the property is: Gemstone Development West, Inc.
- 6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: <u>See Attached Exhibit A</u>
- 7. A brief statement of the terms of payment of the lien claimant's contract is: <u>Payment due</u> within thirty (30) days from date of Payment Application or as otherwise required by statute.

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8. A description of the property and/or the improvements to be charged with the lien is

County Assessor Description:

County Assessor Parcel No.

Manhattan West Condominiums (Project) 9205 W. Russell Rd Spring Valley PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60 163-32-101-019

> HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

By_

Print Name: Robert D. Johnson Title: Vice President

STATE OF NEVADA)) ss: COUNTY OF CLARK)

Robert D. Johnson, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.

HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

By.

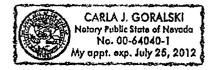
Print Name: Robert D. Johnson Title: Vice President

SUBSCRIBED AND SWORN To Before me this 23rd day of December 2008.

NOTARY PUBLIC In and For Said County & State

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

Richard L. Peel, Esq. PEEL BRIMLEY LLP 3333 E Serene Avenue, Suite 200 Henderson, NV 89074-6571



Contract Description	Name of Higher-tiered Customer	Original Contract Price	Amount of Additional of Changed Work, Materials or Equipment	Total Amount of All Payments Received	Licnable Amount
	(See #6 of Notice of Lien Form)	(Sce #1 of Notice of Lien Form)	(Sce #2 of Notice of Lien Form)	(See #3 of Notice of Lien Form)	(See #4 of Notice of Lien Form)
Phases 1 and 2	APCO Construction	\$13,230,000.00	\$738,257.26	\$4,347,019.46	\$2,145,116.73
Completion of Phases 1 and 2	Gemstone Development West, Inc. and/or Camco Pacific Construction Company, Inc.	\$8,603,661.90	\$305,227.75	\$175,778.80	\$910,944.26
Design Engineering	Gemstone Development West, Inc.	\$71,650.00	\$37,821.00	\$0.00	\$109,471.00
Service-Temp Power	Gemstone Development West, Inc.	\$20,570.68	\$0.00	\$0.00	\$20,570.68
	TOTAL LIENABLE AMOUNT \$3,186,102.67				\$3,186,102.67

EXHIBIT A CALCULATION OF LIENABLE AMOUNT

HELIX00916

Receipt/Conformed Copy

ASSESSORS PARCEL NO: 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-32-101-019)

Requestor: LEGAL WINGS 01/29/2009 08:00:52 T20090030945 Book/Instr: 20090129-0000237 Lien Page Count: 28 Fees: \$41.00 N/C Fee: \$0.00

Debbie Conway Clark County Recorder

AMENDED NOTICE OF LIEN

This document amends and restates that certain Notice of Lien recorded in the official records of the County Recorder's Office for Clark County, Nevada, on January 12, 2009, in Book 20090112, as Instrument No. 0002864 (the "Original Lien").

The undersigned lien claimant claims an amended lien upon the Property or Improvements described in this Amended Notice of Lien ("Amended Lien") for work, materials or equipment furnished for the Property or an Improvement thereon:

- 1. The amount of the original contract is: See Attached Exhibit A
- 2. The amount of additional or changed work, materials and equipment, if any, is: <u>See Attached Exhibit A</u>
- 3. The total amount of all payments received to date is: See Attached Exhibit A
- 4. The amount of the amended lien, after deducting all just credits and offsets, is: \$3,186,102.67
- 5. The name of the owner, if known, of the property is: Gemstone Development West, Inc.
- The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: <u>See Attached</u> <u>Exhibit A</u>
- 7.
- 8. A brief statement of the terms of payment of the lien claimant's contract is: <u>Payment due</u> within thirty (30) days from date of Payment Application or as otherwise required by statute.

9. A description of the property to be charged with the lien is:

County Assessor Description:

County Assessor Parcel No.

Manhattan West Condominiums (Project) Spring Valley See Attached Exhibit B SEC 32 TWP 21 RNG 60 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-32-101-019)

> HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

By

Print Name: Robert D. Johnson Title: Vice President

STATE OF NEVADA COUNTY OF CLARK

Robert D. Johnson, being first duly sworn on oath according to law, deposes and says:

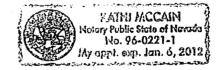
) ss:

I have read the foregoing Amended Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.

> HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

By

Print Name: Robert D. Johnson Title: Vice President



SUBSCRIBED AND SWORN To Before me this 2 day of January 2009.

NOTARY PUBLIC In and For Said County & State

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

Richard L. Peel, Esq. PEEL BRIMELY LLP 3333 E. Serene Avenue Suite 200 Henderson, NV 89074-6571

Contract Description	Name of Higher-tiered Customer	Original Contract Price	Amount of Additional of Changed Work, Materials or Equipment	Total Amount of All Payments Received	Lienable Amount
	(See #6 of Notice of Lien Form)	(See #1 of Notice of Lien Form)	(See #2 of Notice of Lien Form)	(See #3 of Notice of Lien Form)	(See #4 of Notice of Lien Form)
Phases 1 and 2	APCO Construction	\$13,230,000.00	\$738,257.26	\$4,347,019.46	\$2,145,116.73
Completion of Phases 1 and 2	Gemstone Development West, Inc. and/or Camco Pacific Construction Company, Inc.	\$8,603,661.90	\$305,227.75	\$175,778.80	\$910,944.26
Design Engincering	Gemstone Development West, Inc.	\$71,650.00	\$37,821.00	\$0.00	\$109,471.00
Service-Temp Power	Gemstone Development West, Inc.	\$20,570.68	\$0.00	\$0.00	\$20,570.68
			TOTAL L	IENABLE AMOUNT	\$3,186,102.67

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EXHIBIT A CALCULATION OF LIENABLE AMOUNT

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EXHIBIT B

Manhattan West Spring Valley

County Assessor Parcel Nos.: 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-32-101-019)

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-001 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-002 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-003 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-004 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-005 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-006 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-007 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-008 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 3 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-009 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-010 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-011 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-012 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-013 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-014 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-015 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-016 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-017 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-018 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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163-32-112-019 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-020 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 7 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-021 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 7 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-022 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-023 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-024 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-025 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 302 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-026 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 303 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-027 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 304 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-028 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 305 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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163-32-112-029 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 306 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-030 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 307 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-031 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 308 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-032 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 309 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-033 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 310 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-034 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-035 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 402 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-036 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 403 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-037 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 404 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-038 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 405 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-039 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 406 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-040 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 407 Block 7 SEC 32 TWP 21 RNG 60	Genistone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-041 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 408 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-042 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 409 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-043 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 410 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-044 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 501 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-045 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 502 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-046 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 503 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-047 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 504 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-048 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 505 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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163-32-112-049 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 506 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-050 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 507 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-051 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 508 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-052 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 509 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-053 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 510 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-054 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 601 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-055 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 602 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-056 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 604 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-057 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 604 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-058 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 605 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-059 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 606 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-060 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 607 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-061 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 608 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-062 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 609 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-063 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 610 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-064 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 701 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-065 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 702 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-066 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 703 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-067 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 704 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-068 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 705 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-069 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 706 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-070 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 707 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-071 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 708 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-072 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 709 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-073 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 710 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-074 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 801 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-075 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 802 Block 7 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-076 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 803 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-077 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 804 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-078 Spring Valley	Manhattan West-Phase I Plat Book 141 Page 28 Unit 805 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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163-32-112-079 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 806 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-080 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 807 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-081 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 808 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-082 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 809 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-083 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 810 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-084 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 902 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-085 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 903 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-086 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 904 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-087 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-088 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 12 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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163-32-112-089 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-090 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 104 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-091 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 105 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-092 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 106 Block 8 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-093 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 107 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-094 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 108 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-095 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 109 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-096 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 110 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-097 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 111 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-098 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 112Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-099 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 113 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-100 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 114 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-101 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 115 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-102 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 116 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-103 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 117 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-104 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 118 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-105 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 119 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-106 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 120 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-107 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-108 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-109 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-110 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 8 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-111 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-112 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-113 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-114 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-115 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-116 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-117 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 211 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-118 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 212 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-119 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 213 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-120 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 214 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-121 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 215 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-122 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 216 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-123 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 217 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-124 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 218 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-125 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 219 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-126 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 220 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-127 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-128 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 302 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-129 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 303 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-130 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 304 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-131 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 305 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-132 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 306 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-133 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 307 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-134 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 308 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-135 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 309 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-136 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 310 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-137 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 311 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-138 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 312 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-139	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 313 Block 8	Las Vegas, NV 89148-1238
- <u>.</u>	SEC 32 TWP 21 RNG 60	
163-32-112-140	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 314 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-141	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 315 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-142	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 316 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-143	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 317 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-144	Manhattan West-Phase 1	Geinstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 318 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-145	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
1 0 7	Unit 319 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-146	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 320 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-147	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
	Unit 401 Block 8	Las Vegas, NV 89148-1238
	SEC 32 TWP 21 RNG 60	
163-32-112-148	Manhattan West-Phase 1	Gemstone Development West Inc
Spring Valley	Plat Book 141 Page 28	9121 W Russell Rd #117
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Las Vegas, NV 89148-1238

Unit 402 Block 8

SEC 32 TWP 21 RNG 60

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-149 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 403 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-150 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 404 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-151 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 405 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-152 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 406 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-153 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 407 Block 8 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-154 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 408 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-155 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 409 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-156 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 410 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-157 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 411 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-158 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 412 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-159 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 413 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-160 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 414 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-161 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 415 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-162 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 416 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-163 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 417 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-164 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 418 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-165 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 419 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-166 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 420 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-167 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-168 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-169 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-170 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 104 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-171 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 105 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-172 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 106 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-173 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 107 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-174 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 108 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-175 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 109 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-176 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 110 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-177 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 111 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-178 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 112 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-179 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 113 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-180 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 114 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-181 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 115 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-182 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 116 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-183 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 117 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-184 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 118 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-185 Spring Valley	Manhattan West-Phase 1 Plat Book 41 Page 28 Unit 119 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-186 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 120 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-187 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-188 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-189 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-190 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-191 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-192 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 9 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-193 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-194 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-195 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 9 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-196 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-197 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 211 Block 9 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-198 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 212 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-199 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 213 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-200 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 214 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-201 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 215 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-202 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 216 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-203 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 217 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-204 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 218 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-205 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 219 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-206 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 220 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-207 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-208 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 302 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-209 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 303 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-210 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 304 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-211 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 305 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-212 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 306 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-213 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 307 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-214 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 308 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-215 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 309 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-216 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 310 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-217 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 311 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-218 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 312 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-219 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 313 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-220 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 314 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-221 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 315 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-222 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 316 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-223 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 317 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-224 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 318 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-225 Spring Valley	Manhattan West-Phase I Plat Book 141 Page 28 Unit 319 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-226 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 320 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-227 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-228 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 402 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 63

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CHRONOLOGICAL APPENDIX OF EXHIBITS

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06-24-09	Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint	JA000001- JA000015	1
08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 - JA000030	1
04-26-10	CAMCO and Fidelity's Answer and CAMCO's Counterclaim	JA000031- JA000041	1
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
06-06-13	APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time	JA000044- JA000054	1
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only		1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6

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06-13-13	Docket Entry and Minute OrderGranting APCO's Motion forSummary Judgment AgainstGemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid 	JA000328- JA000342	6
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	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories		6
08-21-17	APCOConstruction'sOpposition to Peel Brimley LienClaimants' Partial Motion forSummary Judgment PrecludingDefenses Based on Pay-if-PaidAgreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants'Reply to Oppositions to Motionfor Partial Summary JudgmentPrecluding Defenses Based onPay-if-Paid Agreements	JA000413- JA00418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
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	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-	8
11-06-17	Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4	JA000534- JA000542	8
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	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
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	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

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	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017		12
11-14-17	Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6		12
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918- JA000920	13
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	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	HelixElectricofNevada'sOppositiontoAPCOConstruction'sOmnibusMotion in Limine	JA000994- JA001008	20
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	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire		20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
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Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
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	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En</i> <i>Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
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01-09-18	Peel Brimley Lien Claimants'OppositiontoAPCOConstruction'sMotionReconsiderationofOrder	JA001552- JA001560	27

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01-12-18	Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]	JA001574- JA001594	27/28
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	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
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	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
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	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
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	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in</i> <i>Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1-6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
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	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
01-17-18	Transcript Bench Trial (Day 1) ¹	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (<i>Admitted</i>)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (<i>Admitted</i>)	JA001826- JA001868	30
	TrialExhibit3-NevadaConstructionServices/GemstoneCostPlus/GMPContractDisbursementAgreement(Admitted)	JA001869- JA001884	30

¹ Filed January 31, 2018

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	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (<i>Admitted</i>)		32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (<i>Admitted</i>)	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause (Admitted)	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48- Hour Notices (<i>Admitted</i>)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (Admitted)	JA002015- JA002016	33

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	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (<i>Admitted</i>)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (<i>Admitted</i>)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (<i>Admitted</i>)	JA002121- JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48- hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
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	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
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	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
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	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
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	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
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	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41

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	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment		42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)		42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)		42
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	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)		42
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	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392-	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
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	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
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	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)		43
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	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment		43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third-Party Complaint		43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7		44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501- JA002503	44
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders		44
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	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
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	Exhibit 1 – Exhibit List APCO	JA001595- JA001614	28
	Exhibit 2 – Helix Trial Exhibits	JA001615- JA001616	28
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA001617- JA001635	28
	Exhibit 4 – Cactus Rose Trial Exhibits	JA001636- JA001637	28
	Exhibit 5 – Heinaman Trial Exhibits	JA001638- JA001639	28
	Exhibit 6 – Fast Glass Trial Exhibits	JA001640- JA001641	28
	Exhibit 7 – SWPPP Trial Exhibits	JA001642- JA001643	28
	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in Limine</i>	JA001644- JA001647	28

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Exhibit 9 - Amended <i>nunc pro tunc</i> order regarding APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i> No. 7	JA001648- JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions <i>in Limine</i> 1-4 (Against APCO Construction)	JA001651- JA001653	28
	Exhibit 11 - order granting Peel Brimley Lien Claimants' Motion in Limine Nos.1- 6 (against Camco Pacific Construction, Inc.)	JA001654- JA001657	28
	Exhibit 12 - Order Granting Plaintiff in Intervention, National Wood Products, Inc.'s Motion <i>in Limine</i>	JA001658- JA001660	28
	Exhibit 13 - Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001661- JA00167	28/9/29
03-08-18	Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law		8/821
03-08-18	Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law		81
01-04-18	Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time	JA001199- JA001217	22
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)		24

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 – Subcontract Agreement (CabineTec)	JA001264- JA001281	24/25
	Exhibit 4 – Amended Notice of Lien	JA001282- JA001297	25
	Exhibit 5 - Amended NOL	JA001298- JA001309	25
	Exhibit 6 – Notice of Lien	JA001310- JA001313	25
	Exhibit 7 – Order Approving Sale of Property	JA001314- JA001376	25/26
	Exhibit 8 – Order Releasing Sale Proceeds from Court Controlled Escrow Account	JA001377- JA001380	26
	Exhibit 9 – Order Denying <i>En Banc</i> Reconsideration	JA001381- JA001385	26
	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
	Exhibit 11 – Notice of Entry of Findings of Fact and Conclusions of Law and Judgment	JA001393- JA001430	26
	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-29-20	Notice of Appeal	JA009132- JA009136	119/120
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137- JA009166	120

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	National Wood Products, Inc.'s Against APCO Construction, Inc.]		
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
05-31-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]	JA006522 JA006540	89
06-01-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA006541 JA006550	90
09-28-18	Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281- JA007299	100
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in</i> <i>Limine</i>	JA001178- JA001186	22
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238- JA007245	100
01-03-20	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification	JA009124- JA009131	119

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA001187- JA001198	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1- 4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in</i> <i>Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time		6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
09-28-17	Peel Brimley Lien Claimants' Reply toOppositions to Motion for PartialSummary JudgmentPrecludingDefenses Based onPay-if-PaidAgreements	JA000413- JA00418	7
01-09-18	PeelBrimleyLienClaimants'OppositiontoAPCOConstruction'sMotionforReconsiderationofOrderGrantingPartialSummaryJudgmentPrecludingDefensesBasedonPay-if-PaidAgreementsSummarySummarySummary	JA001552- JA001560	27
06-18-18	Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition	JA007190- JA007192	99

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	to APCO Construction's Motion for Attorneys' Fees and Costs		
06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-InterventionNationalWoodProducts, Inc.'sSurreply toAPCOConstruction'sReply toPlaintiff-in-InterventionNationalWoodProducts, Inc.'sOpposition toMotion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if- Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
01-18-18	Stipulation and Order Regarding Trial Exhibit Admitted into Evidence	JA002199- JA002201	36
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third- Party Complaint		43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501- JA002503	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related		
	Exhibits: Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	Helix Trial Exhibits:		

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (<i>Admitted</i>)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (<i>Admitted</i>)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (<i>Admitted</i>)	JA001981- JA001987	32

⁵ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (<i>Admitted</i>)	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause (<i>Admitted</i>)	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (<i>Admitted</i>)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record (<i>Admitted</i>)	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (<i>Admitted</i>)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (<i>Admitted</i>)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (<i>Admitted</i>)	JA002121- JA002146	35

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)		36
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	JA005371- JA005623	78/79/80
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

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	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101

⁸ Filed January 31, 2018

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-229 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 403 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-230 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 404 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-231 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 405 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-232 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 406 Block 9 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-233 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 407 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-234 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 408 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-235 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 409 Block 9 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-236 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 410 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-237 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 411 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-238 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 412 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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HELIX-TR-EX-512-036

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*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-239 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 413 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-240 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 414 Block 9 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-241 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 415 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-242 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 416 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-243 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 417 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-244 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 418 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-245 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 419 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-246 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 420 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-101-020 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-101-022 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-101-023 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Receipt/Conformed Copy

APN NUMBERS: 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (FORMERLY KNOWN AS 163-32-101-019) Requestor: LEGAL WINGS 04/16/2009 08:01:02 T20090130272 Book/Instr: 20090416-0000180 Lis Pendens Page Count: 30 Fees: \$43.00 N/C Fee: \$0.00

Debbie Conway Clark County Recorder

TITLE ON DOCUMENT:

NOTICE OF LIS PENDENS

RECORDING REQUESTED BY:

HELIX ELECTRIC

RETURN TO:

Name: PEEL BRIMLEY LLP

Address: 3333 E. SERENE AVENUE, SUITE 200

City/State/Zip: HENDERSON, NV 89074-6571

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies.)

This cover page must be typed or printed clearly in black ink only.

	1		Electronically Filed 04/14/2009 09:37:27 AM
	1	APN#: 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-0	23 Elul Atin
	2	(formerly known as 163-32-101-019) LISP	CLERK OF THE COURT
	3	RICHARD L. PEEL, ESQ. Nevada Bar No. 4359	
	4	MICHAEL J. DAVIDSON, ESQ. Nevada Bar No. 10332	
	5	DALLIN T. WAYMENT, ESQ. Nevada Bar No. 10270	
	6	PEEL BRIMLEY LLP 3333 E. Serene Avenue, Suite 200	
	7	Henderson, NV 89074-6571	
	8	Telephone: (702) 990-7272 Fax: (702) 990-7273	
	9	rpeel@peelbrimley.com mdavidson@peelbrimley.com	
	10	dwayment@peelbrimley.com Attorneys for Helix Electric of Nevada, LLC d/b/a	Helix Electric
th th	11	DISTRICT	COURT
5, 200 74 0-727	12	CLARK COUN	FY, NEVADA
E, STI 890'	13	ACCURACY GLASS & MIRROR COMPANY, INC., a Nevada corporation,	CASE NO.: A 587168 DEPT. NO.: XXII
ULEY I VENU VX (70	14	Plaintiff,	
FEEL BRIMLEY LLF 3333 E. SERENE AVENUE, STE, 200 HENDERSON, NEVADA 89074 (702) 990-7272 + FAX (702) 990-7273	15	VS.	
PEEL SERI DERS	16	ASPHALT PRODUCTS CORP., a Nevada	
33 E. HEN 2) 999		corporation; APCO CONSTRUCTION, a	NOTICE OF LIS PENDENS
33	17	Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a	
	18	California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada	
	19	corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; DOES I	
	20	through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X;	
	21	LOE LENDERS I through X, inclusive,	
	22	Defendants. HELIX ELECTRIC OF NEVADA, LLC, a	
	23	Nevada limited-liability company, d/b/a HELIX ELECTRIC,	
	24		
	25	Plaintiff in Intervention,	
	26	vs.	
	27	ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a	
	28	Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a	

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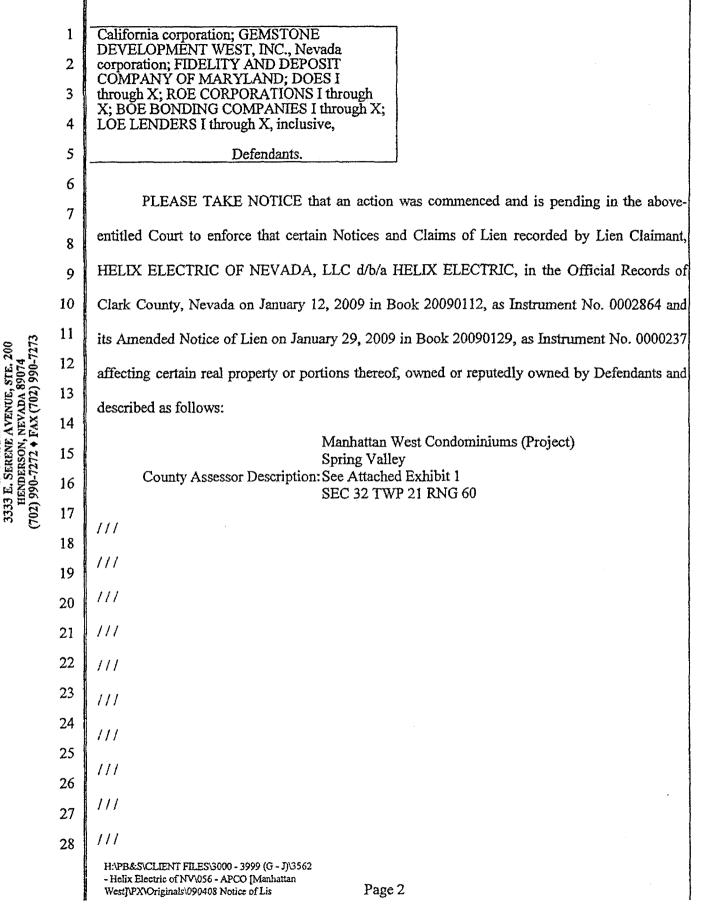
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HELIX-TR-EX-512-041

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EEL MINLEY LLP

	1	and more particularly described as Clark County Assessor Parcel Numbers 163-32-112-001 three				
	2	163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-				
	3	32-101-019).				
	4	Dated this 14 day of April 2009.				
	5	PEEL BRIMLEY-LLP				
	6	A11-0 1.				
	7	RICHARD L. PEEL, ESQ.				
	8	Nevada Bar No. 4359 MICHAEL J. DAVIDSON, ESQ.				
	9 10	Nevada Bar No. 10332 DALLIN T. WAYMENT, ESQ.				
	10	Nevada Bar No. 10270 3333 E. Serene Avenue, Suite 200				
. 200 4 -7273	12	Henderson, Nevada 89074-6571 Telephone: (702) 990-7272				
LLF E, STE N 8907 2) 990	13	Fax: (702) 990-7273 rpeel@peelbrimley.com				
IMLEY LLI AVENUE, NEVADA 8 FAX (702)	14	mdavidson@peelbrimley.com dwayment@peelbrimley.com				
E z +	15	Attorneys for Helix Electric of Nevada, LLC d/b/a Helix Electric				
PEEL 3 E. SERENE HENDERSON) 990-7272 +	16					
PEEL. 3333 E. SEREN HENDERSON (702) 990-7272 4	17	WHEN RECORDED RETURN TO:				
θe	18	RICHARD L. PEEL, ESQ. PEEL BRIMLEY LLP				
	19	3333 E. Serene Avenue, Suite 200				
	20	Henderson, NV 89074-6571				
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EXHIBIT 1

Manhattan West Spring Valley

County Assessor Parcel Nos.: 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-32-101-019)

Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-001 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-002 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-003 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-004 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-005 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 2 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-006 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-007 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-008 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-009 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-010 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 3 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-011 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-012 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-013 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-014 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-015 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-016 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-017 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-018 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

HELIX-TR-EX-512-044

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-019 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-020 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-021 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-022 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-023 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russeli Rd #117 Las Vegas, NV 89148-1238
163-32-112-024 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-025 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 302 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-026 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 303 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-027 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 304 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-028 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 305 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-029 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 306 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-030 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 307 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-031 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 308 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-032 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 309 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-033 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 310 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-034 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-035 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 402 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-036 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 403 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-037 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 404 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-038 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 405 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-039 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 406 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-040 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 407 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-041 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 408 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-042 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 409 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-043 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 410 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-044 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 501 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-045 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 502 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-046 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 503 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-047 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 504 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-048 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 505 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-049 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 506 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-050 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 507 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-051 Spring Valley	Manhattan West-Phase I Plat Book 141 Page 28 Unit 508 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-052 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 509 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-053 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 510 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-054 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 601 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-055 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 602 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-056 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 604 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-057 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 604 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-058 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 605 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-059 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 606 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-060 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 607 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-061 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 608 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-062 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 609 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-063 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 610 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-064 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 701 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-065 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 702 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-066 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 703 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-067 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 704 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-068 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 705 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-069 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 706 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-070 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 707 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-071 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 708 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-072 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 709 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-073 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 710 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-074 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 801 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-075 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 802 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-076 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 803 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-077 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 804 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-078 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 805 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-079 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 806 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-080 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 807 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-081 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 808 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-082 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 809 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-083 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 810 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-084 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 902 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-085 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 903 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-086 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 904 Block 7 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-087 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-088 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 12 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-089 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-090 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 104 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-091 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 105 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-092 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 106 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-093 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 107 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-094 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 108 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-095 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 109 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-096 Spring Valley	Manhattan West-Phase 1 Plat-Book 141 Page 28 Unit 110 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-097 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 111 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-098 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 112Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-099 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 113 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-100 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 114 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-101 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 115 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-102 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 116 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-103 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 117 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-104 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 118 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-105 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 119 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-106 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 120 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-107 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-108 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-109 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-110 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-111 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-112 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-113 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-114 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-115 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-116 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-117 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 211 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-118 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 212 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-119 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 213 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-120 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 214 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-121 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 215 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-122 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 216 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-123 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 217 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-124 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 218 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-125 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 219 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-126 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 220 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-127 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-128 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 302 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-129 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 303 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-130 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 304 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-131 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 305 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-132 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 306 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-133 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 307 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-134 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 308 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-135 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 309 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-136 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 310 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-137 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 311 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-138 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 312 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-139 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 313 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-140 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 314 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-141 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 315 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-142 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 316 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-143 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 317 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-144 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 318 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-145 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 319 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-146 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 320 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-147 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-148 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 402 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-149 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 403 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-150 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 404 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-151 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 405 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-152 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 406 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-153 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 407 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-154 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 408 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-155 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 409 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-156 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 410 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-157 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 411 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-158 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 412 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-159 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 413 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-160 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 414 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-161 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 415 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-162 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 416 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-163 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 417 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-164 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 418 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-165 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 419 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-166 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 420 Block 8 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-167 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 101 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-168 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 102 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-169 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 103 Block 9 SEC 32 TWP 21 RNG 60	Geinstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-170 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 104 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-171 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 105 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-172 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 106 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-173 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 107 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-174 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 108 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-175 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 109 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-176 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 110 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-177 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 111 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-178 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 112 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-179 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 113 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-180 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 114 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-181 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 115 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-182 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 116 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-183 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 117 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-184 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 118 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-185 Spring Valley	Manhattan West-Phase 1 Plat Book 41 Page 28 Unit 119 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-186 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 120 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-187 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 201 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-188 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 202 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-189 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 203 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-190 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 204 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-191 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 205 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-192 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 206 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-193 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 207 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-194 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 208 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-195 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 209 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-196 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 210 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-197 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 211 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-198 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 212 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-199 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 213 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-200 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 214 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-201 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 215 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-202 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 216 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-203 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 217 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-204 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 218 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-205 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 219 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-206 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 220 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-207 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 301 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-208 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 302 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-209 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 303 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-210 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 304 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-211 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 305 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-212 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 306 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-213 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 307 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-214 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 308 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-215 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 309 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-216 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 310 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-217 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 311 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-218 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 312 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-219 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 313 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-220 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 314 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-221 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 315 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-222 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 316 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-223 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 317 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-224 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 318 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-225 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 319 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-226 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 320 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-227 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 401 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-228 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 402 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

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*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-229 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 403 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-230 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 404 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-231 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 405 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-232 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 406 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-233 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 407 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-234 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 408 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-235 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 409 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-236 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 410 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-237 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 411 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-238 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 412 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Parcel Number/ Location Address/ Township	Property Description	Owner Name & Address
163-32-112-239 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 413 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-240 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 414 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-241 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 415 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-242 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 416 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-243 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 417 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-244 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 418 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-245 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 419 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-112-246 Spring Valley	Manhattan West-Phase 1 Plat Book 141 Page 28 Unit 420 Block 9 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-101-020 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-101-022 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238
163-32-101-023 Spring Valley	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60	Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238

*Lien Claimant has provided the best estimate of the amount owed to Lien Claimant with respect to materials or equipment furnished by Lien Claimant for the improvement of the property. Lien Claimant reserves the right to amend or modify the amount owed at Lien Claimant's discretion.

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Receipt/Conformed Copy

APN NUMBERS: 163-32-101-020 & 163-32-101-022 thru 163-32-101-024 (formerly known as 163-32-101-019 and 163-32-112-001 thru 163-32-112-246) Requestor: LEGAL WINGS 06/25/2009 08:02:00 T20090221111 Book/Instr: 20090625-0000237 Lis Pendens Page Count: 5 Fees: \$18.00 N/C Fee: \$0.00

Debbie Conway Clark County Recorder

TITLE ON DOCUMENT:

HELIX ELECTRIC'S AMENDED NOTICE OF LIS PENDENS

RECORDING REQUESTED BY:

HELIX ELECTRIC

RETURN TO:

Name: PEEL BRIMLEY LLP

Address: 3333 E. SERENE AVENUE, SUITE 200

City/State/Zip: HENDERSON, NV 89074-6571

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies.)

This cover page must be typed or printed clearly in black ink only.

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	1	APN #: 163-32-101-020, 163-32-101-022 thru 163-32-101-024 (formerly known as 163-32-101	-019			
2 3	and 163-32-112-001 thru 163-32-112-246) LISP					
	RICHARD L. PEEL, ESQ. Nevada Bar No. 4359					
	4	MICHAEL T.GEBHART, ESQ.				
5 6	Nevada Bar No. 7718 DALLIN T. WAYMENT, ESQ.					
	Nevada Bar No. 10270 PEEL BRIMLEY LLP					
	7	3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571				
	8	Telephone: (702) 990-7272 Fax: (702) 990-7273				
	9	rpeel@peelbrimley.com mgebhart@peelbrimley.com				
	10	dwayment@peelbrimley.com Attorneys for Helix Electric of Nevada, LLC d/b/a Helix Electric				
	11	DISTRICT	COURT			
7273		CLARK COUNTY, NEVADA				
ELZT-066 (201) XAT + 2727-066 (201) 11 12 13 14 15 16 17		ACCURACY GLASS & MIRROR COMPANY, INC., a Nevada corporation,	LEAD CASE NO.: A571228 DEPT. NO.: XIII			
		Plaintiff,	Consolidated with:			
+ FA	14		A571792 A574391			
-7272	15	vs. ASPHALT PRODUCTS CORP., a Nevada	A577623 A583289			
066 (1	16	corporation; APCO CONSTRUCTION, a	A584730 A587168			
(10:	17	Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a	A307100			
	18	California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada				
	19	corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; SCOTT				
	20	FINANCIAL CORPORATION, a North Dakota corporation; DOES I through X; ROE	HELIX ELECTRIC'S AMENDED			
	21	CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE	NOTICE OF LIS PENDENS			
	22	LENDERS I through X, inclusive,				
23 24 25	23	Defendants.				
	24	HELIX ELECTRIC OF NEVADA, LLC, a Nevada limited-liability company, d/b/a HELIX				
	ELECTRIC,					
	26	Plaintiff in Intervention, vs.				
	27	ASPHALT PRODUCTS CORP., a Nevada				
	28	corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC				
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PE MILEY LLP 3333 E. SEK⊾NE AVENUE, STE. 200 HENDERSON, NEVADA 89074 (702) 990-7272 ♦ FAX (702) 990-7273

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PE UMLEY LLP 3333 E. Sekene Avenue, ste. 200 renderson, nevada 89074 (702) 990-7272 & Fax (702) 990-7273 1

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CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE

DEVELOPMENT WEST, INC., Nevada

corporation; FIDELITY AND DEPOSIT 3 COMPANY OF MARYLAND; SCOTT FINANCIAL CORPORATION, a North Dakota 4 corporation; DOES I through X; ROE CORPORATIONS I through X; BOE 5 BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive, 6 Defendants. 7 8 PLEASE TAKE NOTICE that an action was commenced and is pending in the above-9 entitled Court to enforce that certain Notices and Claims of Lien recorded by Lien Claimant, 10 HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC ("Helix"), in the Official 11 Records of Clark County, Nevada on January 12, 2009 in Book 20090112, as Instrument No. 12 0002864 and its Amended Notice of Lien on January 29, 2009 in Book 20090129, as Instrument 13 No. 000023 and to amend the Notice of Lis Pendens recorded in the Official Records of Clark 14 15 County, Nevada on April 16, 2009, in Book 20090416, as Instrument No. 0000180 ("Lis 16 Pendens") affecting certain real property or portions thereof, owned or reputedly owned by 17 Defendants and described as follows: 18 Manhattan West Condominiums (Project) Spring Valley 19 County Assessor Description: PT NE4 NW4 SEC 32 21 60 & 20 PT N2 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60 21 and more particularly described as Clark County Assessor Parcel Numbers 163-32-101-020 and 22 23 163-32-101-022 through 163-32-101-024 (formerly known as 163-32-101-019 and 163-32-112-24 001 thru 163-32-112-246). 25 Pursuant to Nevada Mechanics Lien Statute, Helix claims priority over the rights, claims 26 and interests of the named defendants in and to the property, including, but not limited to, the 27 claims of Scott Financial Corporation as more particularly set forth in its Senior Deed of Trust 28 H:\PB&S\CLIENT FILES\3000 - 3999 (G - J)\3562 - Helix Electric of NV\056 - APCO [Manhattan Page 2 West]\FX\Originals\090622 Amd Notice of Lis

HELIX-TR-EX-512-071

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recorded by Scott Financial Corporation in the Official Records of Clark County, Nevada on July 5, 2006, in Book 20060705 as Instrument No. 0004264, its Junior Deed of Trust recorded on July 5, 2006, in Book 20060705 as Instrument No. 0004265, its Third Deed of Trust recorded on July 5, 2006 in Book 20060705 as Instrument No. 0004266 and its Senior Debt Deed of Trust recorded February 7, 2008, in Book 20080207 as Instrument No. 01482.

Dated this 12 day of June 2009.

PEEL BRIMLEY LLP RICHARD, H. PEEL, ESQ. Nevada Bar No. 4359 MICHAEL T. GEBHART, ESQ. Nevada Bar No. 7718 DALLIN T. WAYMENT, ESQ. Nevada Bar No. 10270 3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571 Telephone: (702) 990-7272 Fax: (702) 990-7273 rpeel@peelbrimley.com mgebhart@peelbrimley.com dwayment@peelbrimley.com Attorneys for Helix Electric of Nevada, LLC d/h/a Helix Electric

PE UMLEY LLP 3333 E. SEkune AVENUE, STE. 200 HENDERSON, NEVADA 89074 (702) 990-7272 ♦ FAX (702) 990-727 1

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20 RICHARD L. PEEL, ESQ.
PEEL BRIMLEY LLP
21 3333 E. Serene Avenue, Suite 200
Henderson, NV 89074-6571

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Page 3

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RECORDING COVER PAGE (Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document) 1103-32-112-001 to 103-32-112-246,

IAD Day	110-001	10 100 00	
APN#103-32-	101-020	<u>si 163-32-</u>	101-022.1

163-32-101-023 (formerly

Known QS 163-32-101-019) (11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx) Inst #: 201207230001812 Fees: \$20.00 N/C Fee: \$0.00 07/23/2012 02:04:26 PM Receipt #: 1243376 Requestor: PEEL BRIMLEY LLP Recorded By: GILKS Pgs: 4 DEBBIE CONWAY CLARK COUNTY RECORDER

TITLE OF DOCUMENT (DO NOT Abbreviate) Helix Electric of Nevada, LLC's Second Amended

Notice of Lis Pendens

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY: Peel Brimley LLP

RETURN TO: Name______Michael Gebhart, Esq.

Address 3333 E. Serene Ave., Suite 200

city/State/Zip____

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name

Address

City/State/Zip_____

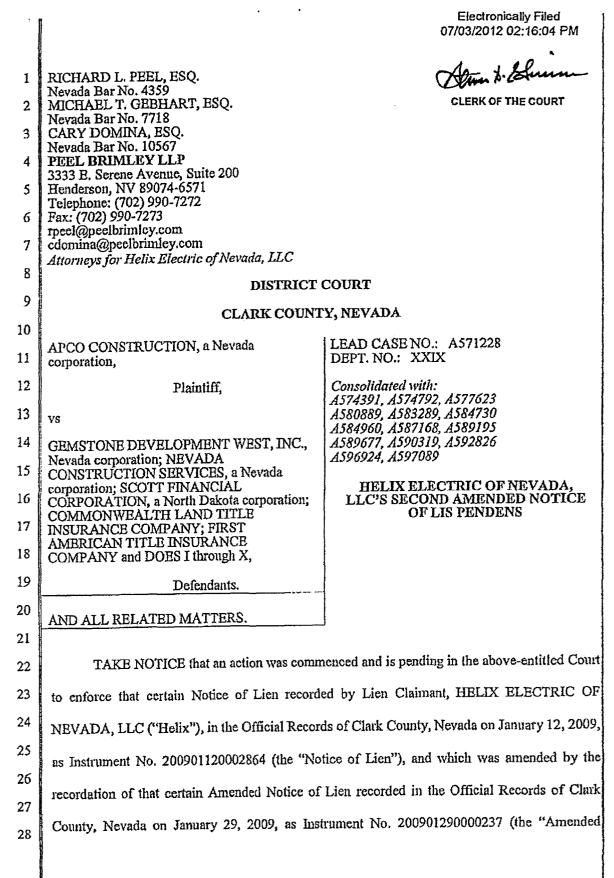
This page provides additional Information required by NRS 111.312 Sections 1-2. An additional recording fee of \$1.00 will apply. To print this document properly—do not use page scaling.

HELIX00980

HELIX-TR-EX-512-073

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3333 E. SERENE AVENUE, STE. 200 HENDERSON, NEVADA 89074 (702) 990-7272 + FAX (702) 990-727

PEEL BRIMLEY LLJ

Notice of Lien"). The Notice of Lien and Amended Notice of Lien are referred to herein 1 collectively as the "Lien." The Lien affects certain real property (or portions thereof) and any improvements constructed on, around or about the same (the "Work of Improvement"), which is owned or reputedly owned by Gemstone Development West, Inc. ("Owner") and described as follows:

Manhattan West Condominiums (Project) Spring Valley County Assessor Description: Manhattan West - Phase 1 Plat Book 141 Page 28 SEC 32 TWP 21 RNG 60

and more particularly described as Clark County Assessor Parcel Numbers 163-32-112-001 through 163-32-112-246, 163-32-101-020, 163-32-101-022 and 163-32-101-023 (formerly known as 163-32-101-019) (the "Property").

Pursuant to Nevada's Mechanics Lien Statute (NRS 108.221 to 108.246), be advised that Helix claims priority over and Helix's Lien is preferred to any lien, mortgage or other encumbrance that may have attached to the Property and the Work of Improvement.

A Joint Petition for Writ of Mandamus or, in the Alternative, Prohibition with respect to priority of liens was filed with the Supreme Court on June 25, 2012, Case No. 61131 ("Appeal") by Helix, which appeal is currently pending.

Dated this <u>3</u> day of July, 2012.

PEEL BRIMLEN LLP PREL, ESQ. (4359) RIGHARD MICHAENT. GRBHART, ÈSQ. (7718) CARY B. DOMINA, ESQ. (10567) 3333 E. Serene Avenue, Suite 200 Henderson, Nevada 89074-6571

Attorneys for Helix Electric of Nevada, LLC

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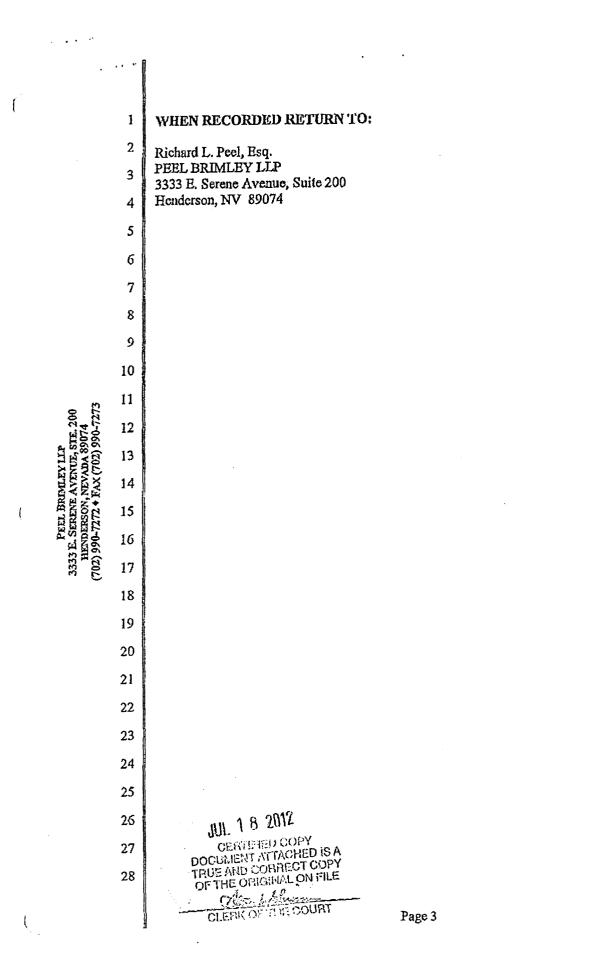
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PEEL BRINILEY LL SERENE AVENUE **HENDERSON, NEVADA**

3333 E. (702)

990-7272 + FAX (7



HELIX-TR-EX-512-076



NSTRUCTORS

NOTICE OF RIGHT TO LIEN AND REQUEST FOR RECEIPT OF NOTICE OF COMPLETION

Manhattan West

Name/Address of the Property to be improved:

ENGINEERS

Name/Address of Owner:

Name/Address of Tenant: Name/Address of Prime Contractor:

Name/Address of Undersigned's Customer:

Date Labor, Material and/or Equipment Was First Furnished: Description of Labor, Materials and/or Equipment: Certified Return Receipt No.: 9255 W Russell Road Las Vogas, NV 89148 Gemstone LVS, LLC 7700 Las Vogas Blvd. South Suite #3 Las Vogas, NV 89123

APCO Construction 3432 N 5th Street N Las Vegas, NV 89032 APCO Construction 3432 N 5th Street N Las Vegas, NV 89032 October 7, 2007

Blectrical Work

7003 1010 0002 5418 8080

NOTICE IS HEREBY GIVEN that the Undersigned has supplied or intends to supply materials and/or equipment or has performed or intends to perform the labor or services described above, for the improvement of the Property identified above, under contract with the Undersigned's Customer. This is not a Notice that the Undersigned has not been, or does not expect to be paid, but a Notice required by Nevada law that the Undersigned may, at a future date, record a notice of lien as provided by Nevada law against the Property if the Undersigned is not paid.

REQUEST IS HEREBY MADE that Owner and Tenant, pursuant to Nevada's Mechanic's Lien Statute serve on the Undersigned by certified mail, a copy or copies of any and all Notices of Completion the Owner or the Tenant, or any of their agents or assigns, causes to be recorded with the county recorder's office where the Property is located with respect to the improvements to be made.

Holix Electric

Bennet .el Aux -By:

Title: Project Assistant Date: January 10, 2008 Telephone: 702-732-1 [88

3078 E. Sunset Rood, Sulte 9 · Los Vegos, NV 89120 · Tel: (702) 732-1188 Pox: (702) 732-4386

License# 0053810

	SENDER: COMPLETE THIS SECTION Complete Herns J. A, and B. Alao complete light 4 if Bostrioted Delivery is desired. P Pint your name and exchases on this reverses so that we can refurn the card to you. M Attack this card to the back of this melliplecon or on, the front Wespace permits. 61.2 16713	CDMPLETE THIS SECTION ON DELIVERY A. Bignaturo X. H. O
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 JOB (14713
FILE #	5.
OTHER_	

NOTICE OF RIGHT TO LIEN AND REQUEST FOR RECEIPT OF NOTICE OF COMPLETION

Name/Address of the Property to be improved: Manhaitan West

ENGINEERS

Name/Address of Owner:

NSTRUCTORS

Name/Address of Trant: Name/Address of Prime Contractor:

Name/Address of Undersigned's Customer:

Date Labor, Material and/or Equipment Was First Furnished:

Description of Labor, Materials and/or Equipment: APCO Construction 3432 N 5th Street N Las Vegas, NV 89032 APCO Construction 3432 N 5th Street

7003 1010 0002 5418 8073

7700 Las Vegas Blvd. South Suite #3

N Las Vegas, NV 89032 October 7, 2007

9255 W Russell Road Las Vegas, NV 89148

Gemstone LVS, LLC

Las Vegas, NV 89123

Electrical Work

Certified Return Receipt No .:

NOTICE IS HEREBY GIVEN that the Undersigned has supplied or intends to supply materials and/or equipment or has performed or intends to perform the labor or services described above, for the improvement of the Property identified above, under contract with the Undersigned's Customer. This is not a Notice that the Undersigned has not been, or does not expect to be paid, but a Notice required by Novada law that the Undersigned may, at a fiture date, record a notice of lien as provided by Nevada law against the Property if the Undersigned is not paid.

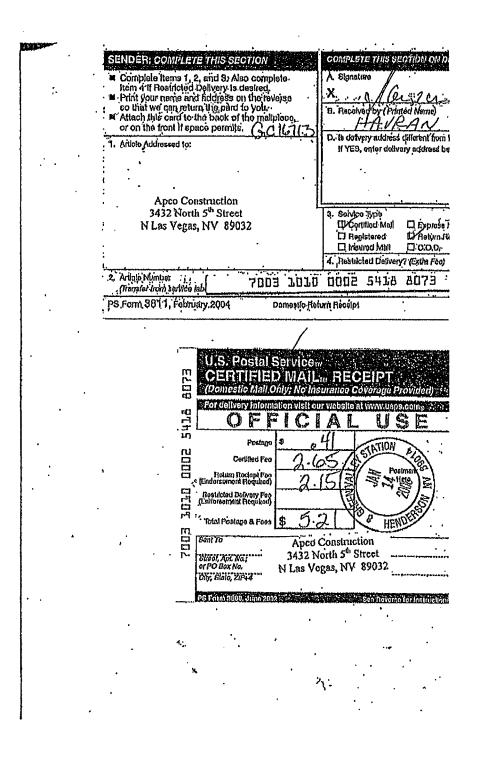
REQUEST IS HEREBY MADE that Owner and Tenant, pursuant to Nevada's Mechanic's Lien Statute serve on the Undersigned by certified mail, a copy or copies of any and all Notices of Completion the Owner or the Tenant, or any of their agents or assigns, causes to be recorded with the county recorder's office where the Property is located with respect to the improvements to be made.

Holix Electric

H clus By:

Title: Project Assistant Date: January 10, 2008 Telephone: 702-732-1188

3078 E. Sunset Road, Suite 9 · Los Vegos, NV 89120 · Tel: (702) 732-1188 Fox: (702) 732-4386 Licenset 0053810



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FIFTEEN-DAY NOTICE OF INTENT TO LIEN

Pursuant to NRS 108.226.6, be advised that if the undersigned is not paid for the work, materials and/or equipment that it has furnished or may furnish for the property or any improvements thereon described in this Notice, the undersigned intends to record a notice of lien against the property and any improvements thereon:

- 1. The amount of the original contract is: See Attached Exhibit A
- 2. The amount of additional or changed work, materials and equipment, if any, is: See Attached Exhibit A
- 3. The total amount of all payments received to dute is: See Attached Exhibit A
- 4. The amount of the lien, after deducting all just credits and offsets, is: \$3,186,102.67
- 5. The name of the owner, if known, of the property is: Genstone Development West, Inc.
- The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: <u>See Attached</u> <u>Exhibit A</u>
- A brief statement of the terms of payment of the lien claimant's contract is: <u>Payment due</u> within thirty (30) days from date of Payment Application or as otherwise required by statute.
- 8. A description of the property and/or improvements to be charged with the lien is:

County Assessor Description:

County Assessor Parcel No.

Manhattan West Condominiums (Project) 9205 W. Russell Rd Spring Valley PT NB4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60 163-32-101-019

Dated this 23th day of December 2008.

HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

By

Print Name: Robert D. Johnson Title: Vice President

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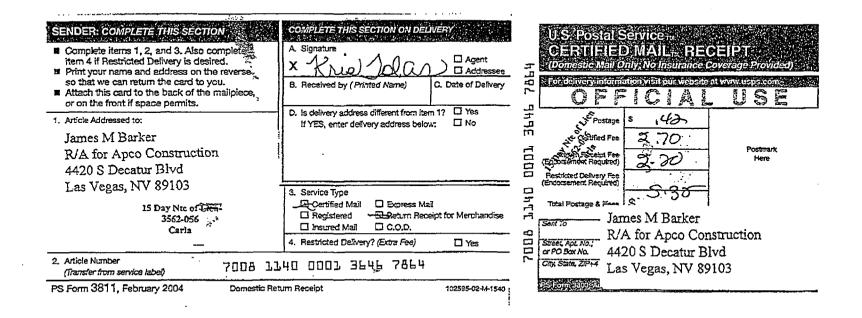
Contract Description	Name of Higher-tiered Customer	Original Contract Price	Amount of Additional of Changed Work, Materials or Equipment	Total Amount of All Payments Received	Lienable Amount
	(See #6 of Notice of Lieu Form)	(See #1 of Notice of Lien Form)	(See #2 of Notice of Lien Form)	(See #3 of Notice of Lien Form)	(See #4 of Notice of Lien Form)
Phases 1 and 2	APCO Construction	\$13,230,000.00	\$738,257.26	\$4,347,019.46	\$2,145,116.73
Completion of Phases 1 and 2	Gemstone Development West, Inc. 2nd/or Camco Pacific Construction Company, Inc.	\$8,603,661.90	\$305,227.75	\$175,778.80	\$910,944.26
Design Engineering	Gemstone Development West, Inc.	\$71,650.00	\$37,821.00	\$0.00	<u>\$109,471.00</u>
Service-Temp Power	Genistone Development West, Inc.	\$20,570.68	\$0.00	\$0.00	\$20,570.68
TOTAL LIENABLE AMOUNT \$3,186,102.67					

EXHIBIT A CALCULATION OF LIENABLE AMOUNT

JA004010

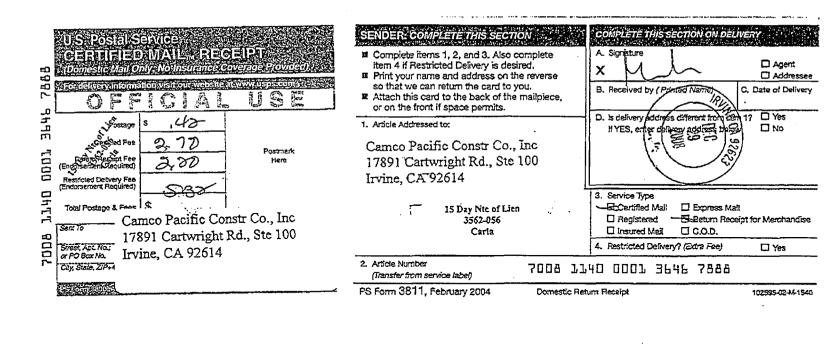
4

 SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: Apco Construction 3432 N 5th Street North Las Vegas, NV 89032 	COMPLETE THIS SECTION ON DELIVERY A. Signature X. Signature B. Baselived by (Ported Nable) C. Date of Delivery D. Is delivery eddress different from item 1? D. Is delivery eddress different from item 1? YES, enter delivery address below:	US Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only 110 Insurance Coverage Provided) For definer violomic deal visit an violation visit and visit and violation visit and visit a
15 Day Nte of Lien 3562-056 Caria	3. Service Type Service Type	(Endorsement Required) Total Postage & Frees S S S S S S S S S S S S S
2. Article Number (Transfer from service laber) 7008 11 PS Form 3811, February 2004 Domestic Ret	40 0001 3646 7857	Gry State, ZP+4



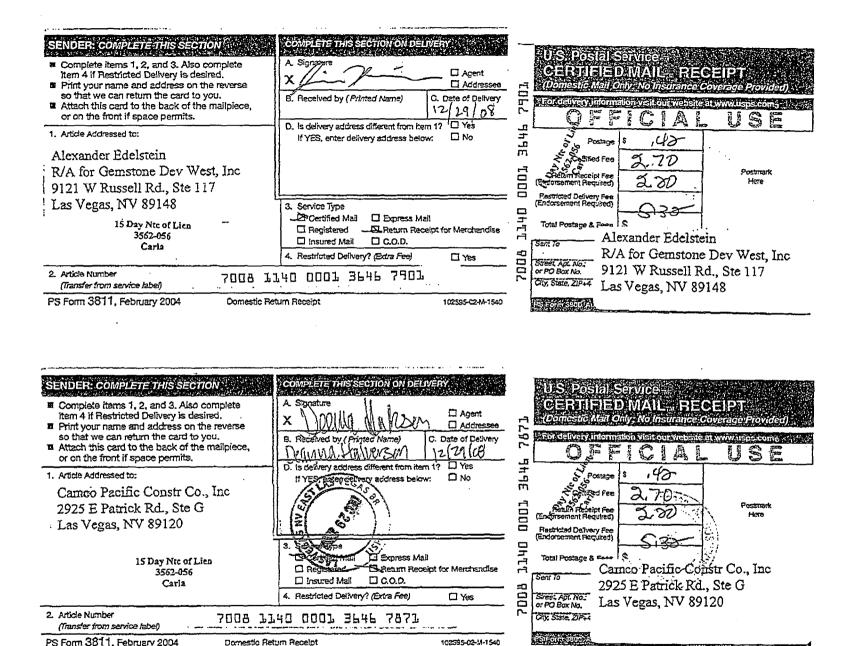
JA004011

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US POSTED SCHUCE CERTIFIED MAIL PRECEIPT COMENCATION AND INSTRUCE CONCERNMENT COMENCATION AND INSTRUCE CONCERNMENT COMENCE AND AND INSTRUCE CONCERNMENT COMENCE AND AND INSTRUCE CONCERNMENT COMENCE AND	 SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Gernstone Development West Inc. 9121 W Russell Rd #117 Las Vegas, NV 89148-1238 	COMPLETE THIS SECTION ON DELIVERY A. Signature X
Total Postage & Face & State S	15 Day Ntc of Lien 3562-056 Carla 2. Article Number 7006	3. Service Type 3. Service Type 3. Service Type 4. Restricted Delivery? (Extra Fee) 5. Service Type 5. S
	(Transfer from service label) PS Form 3811, February 2004 Domestic Re	

1 1 1



PS Form 3811, February 2004

HELIX01142

Domestic Return Receipt

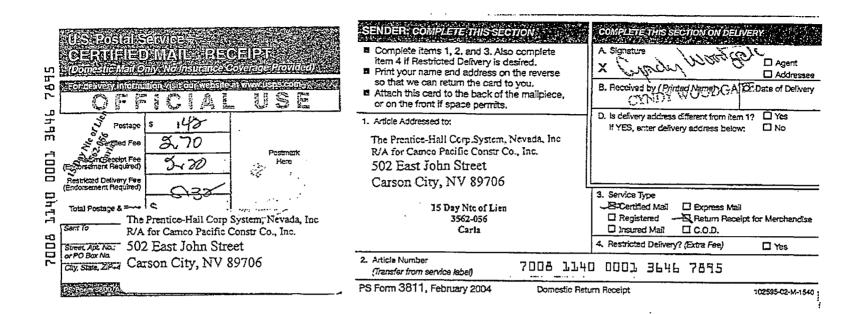
102595-02-11-1540

JA004013

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USPECIAL SEAUCE CHERICIPALISE AUGUSTERIE CONTENTION CONTENTION FOR THE CONTENT OF	 SENDER COMPLETE THISSECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the malpiece, or on the front if space permits. Article Addressed to: Jamics M Barker R/Affor Apco Construction 4420 S Decatur Blvd 	COMPLETE THIS SECTION ON DELIVERY A 'Signature'
	Las Vegas, NV 89103 Nic of Lien 3562-056	3. Service Type Scertified Mail Express Mail Registered Registered C.O.D.
	Carla	4. Restricted Delivery? (Extra Fee)
City, State, 2044 Las Vegas, NV 89103	2. Article Number 7008 (Transfer from service label)	L300 0001 3095 9273
	PS Form 3811. February 2004 Domestic Re	ztum Receipt 102595-02-14-1540

JA004014

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HELIX-TR-EX-512-086

Receipt/Conformed Copy

ASSESSORS PARCEL NO: 163-32-101-019

Requestor: HELIX ELECTRIC OF NEVADA 01/12/2009 10:40:43 T20090009700 Book/Instr: 20090112-0002864 Lien Page Count: 3 Fees: \$16.00 N/C Fee: \$0.00

Debbie Conway Clark County Recorder

NOTICE OF LIEN

The undersigned claims a lien upon the property described in this Notice of Lien for work, insterials or equipment furnished or to be furnished for the improvement of the property;

- 1. The amount of the original contract is: See Attached Exhibit A
- 2. The amount of additional or changed work, materials and equipment, if any, is: See <u>Attached Exhibit A</u>
- 3. The total amount of all payments received to date is: See Attached Exhibit A
- 4. The amount of the lien, after deducting all just credits and offsets, is: \$3,186,102.67
- 5. The name of the owner, if known, of the property is: Gemstone Development West, Inc.
- 6. The name of the person by whom the lieu claimant was employed or to whom the lieu claimant furnished or agreed to furnish work, materials or equipment is: <u>See Attached</u> <u>Bxhibit A</u>
- A brief statement of the terms of payment of the lien claimant's contract is: <u>Payment due</u> within thirty (30) days from date of Payment Application or as otherwise required by statute.

8. A description of the property and/or the improvements to be charged with the lien is

County Assessor Description:

County Assessor Parcel No.

Manhattan West Condominiums (Project) 9205 W. Russell Rd Spring Valley PT NB4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60 163-32-101-019

> HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

By.

Print Name: Robert D. Johnson Title: Vice President

STATE OF NEVADA)) ss: COUNTY OF CLARK)

Robert D. Johnson, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and bellef, and, as to those matters, I believe them to be true.

HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

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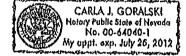
Print Name: Robert D. Johnson Title: Vice President

SUBSCRIBED AND SWORN To Before me this 23rd day of December 2008.

NOTARY PUBLIC In and For Said County & State

RECORDED AT THE REQUEST OF AND WHEN RECORDED RETURN TO:

> Richard L. Peel, Esq. PEEL BRIMLBY LLP 3333 E Sorence Avenue, Suite 200 Henderson, NV 89074-6571



Contract Description	Name of Higher-tiered Customer	Original Contract Price	Amount of Additional of Changed Work, Materials or Equipment	Total Amount of All Payments Received	Lienzble Amount
	(See #6 of Notice of Lien Form)	(See #1 of Notice of Lien Form)	(See #2 of Notice of Lien Form)	(See #3 of Notice of Lien Form)	(See #4 of Notice of Lien Form)
Phases I and 2	APCO Construction	\$13,230,000.00	\$738,257.26	\$4,347,019.45	\$2,145,116.73
Completion of Phases 1 and 2	Gamstone Development West, Inc. and/or Camco Pacific Construction Company, Inc.	\$8,603,661.90	\$305,227.75	\$175,778.80	\$910,944.26
Design Engineering	Gemstone Development West, Inc.	\$71,650.00	\$37,821.00	\$0.00	\$109,471.00
Service-Temp Power	Gemstone Development West, Inc.	\$20,570.68	\$0.00	\$0.00	\$20,570.68
,			TOTALL	IENABLE AMOUNT	\$3,186,102.67

EXEIBIT A CALCULATION OF LIENABLE AMOUNT

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L46	JA004017	

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2	AFFIDAVIT
3	State of Nevada) BS.
4	County of Washoe)
5	WADE MORLAN, being first duly sworn deposes and says:
6	That affiant is a citizen of the United States, over 18
7	years of age, licensed to serve civil process in the State
8	of Nevada under license #322, and not a party to, nor
و	interested in the within action affiant received the documents
10	on Jan 13 2009 11:08AM and on Jan 14 2009 11:10AM
11	affiant personally served a copy of the
12	NOTICE OF LIEN; APN: 163-32-101-019
13	
14	
15	ON JAIME HAMTAK OF THE OFFICE OF THE PRENTICE HALL CORP. SYSTEM, NV, RESIDENT
16	AGENT FOR CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
17	502 E JOHN STREET
18	CARSON CITY, NV 89706
19	Affiant does hereby affirm under penalty of perjury that
20	the assertions of this affidavit are true.
20	HATO
21	WADE MORLAN
22	Signed and sworn to before me on Jan 14 2009
	by WADE MORLAN
. 24	
25 26	Notary Public - State of Nevada Appointment Reported in Washoo County No: 04.80542-9- Event
. 27	Notary Public
Reno/Carson	
Messenger Service, Inc. License #322	
185 Martin St Reno, NV 89509	
775-322-2424	
NIPERSI 02/07/00	D266658 - PEEL
	HE

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HELIX01147

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AFFIDAVIT OF SERVICE

STATE OF NEVADA

COUNTY OF CLARK

MARIO ROBINSON, being duly sworn deposes and says: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the state of Nevada under license #389, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received on Tuesday January 13 2009; 1 copy(ies) of the:

NOTICE OF LIEN BOOK/INSTR:20090112-0002864 APN: 163-32-101-019

I served the same on Wednesday January 14 2009 at 10:13AM by:

Serving the Respondent, APCO CONSTRUCTION, INC BY SERVING JAMES M BARKER AS REGISTERED AGENT

Substituted Service, by leaving the copies with or in the presence of: SHANNON P., RECEPTIONIST, ON BEHALF OF JAMES M. BARKER, REGISTERED AGENT, PURSUANT TO NRS 14.020, AS A PERSON OF SUITABLE AGE AND DISCRETION AT THE ADDRESS BELOW, WHICH ADDRESS IS THE ADDRESS OF THE RESIDENT AGENT AS SHOWN ON THE CURRENT CERTIFICATE OF DESIGNATION FILED WITH THE SECRETARY OF STATE. Authorized Agent. at the Respondent's Business located at 4420 S. DECATUR BLVD, Las Vegas, NV 89103.

CATHLEEN V. HOLMES Notary Public Stutu of Nevada No. 07-3770-1 My appl. exp. June 21, 2011

SUBSCRIBED AND SWORN to before me on this Friday January 16 2009

Notary Public

Afflant: MARIO ROBINSON LEGAL WINGS, INC. - NV LIC #389 1118 FREMONT STREET Las Vegas, NV 89101 (702) 384-0305, FAX (702) 384-8638

p1036231.9907272.244176 *

HELIX01148

HELIX-TR-EX-512-091

AFFIDAVIT OF SERVICE

STATE OF NEVADA

COUNTY OF CLARK

MARIO ROBINSON, being duly sworn deposes and says: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the state of Nevada under license #389, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received on Tuesday January 13 2009; 1 copy(ies) of the:

NOTICE OF LIEN BOOK/INSTR:20090112-0002864 APN: 163-32-101-019

I served the same on Wednesday January 14 2009 at 11:24AM by:

Serving the Respondent, GEMSTONE DEVELOPMENT WEST, INC BY SERVING ALEXANDER EDELSTEIN AS REGISTERED AGENT

Substituted Service, by leaving the copies with or in the presence of: AUDRIE BERGMAN, CONTROLLER, ON BEHALF OF ALEXANDER EDELSTEIN, REGISTERED AGENT, PURSUANT TO NRS 14.020, AS A PERSON OF SUITABLE AGE AND DISCRETION AT THE ADDRESS BELOW, WHICH ADDRESS IS THE ADDRESS OF THE RESIDENT AGENT AS SHOWN ON THE CURRENT CERTIFICATE OF DESIGNATION FILED WITH THE SECRETARY OF STATE. Authorized Agent. at the Respondent's Business located at 9121 W. RUSSELL RD, SUITE 117, LAS VEGAS, NV 89148.

CATHLEEN V. HOLMES lotary Public State of Nevada No. 07-3770-1 My appl. exp. June 21, 2011

SUBSCRIBED AND SWORN to before me on this Friday January 16 2009

athleen Notary Publi

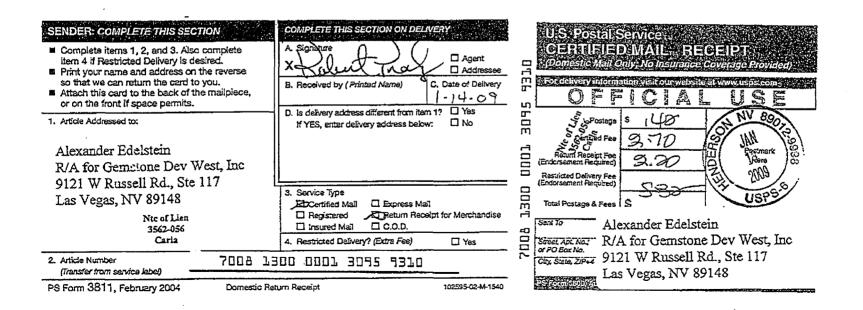
Afflant: MARIO ROBINSON LEGAL WINGS, INC. - NV LIC #389 1118 FREMONT STREET Las Vegas, NV 89101 (702) 384-0305, FAX (702) 384-8638

p1036232.9907272.244177 4

HELIX-TR-EX-512-092

JA004020

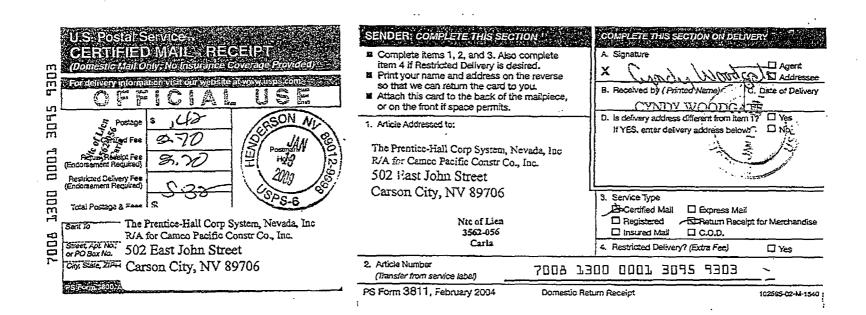
•	•	·	
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELL ete A Signature ())	/ERY	U.S. Rostal Service
 Comparison of the second second	erse X Fylut (110)	□ Agent □ Addressee 40 C. Date of Delivery 47 [-14-09 12 □ Yes □	
1. Article Addressed to:	If YES, enter delivery address below		Sastage & UP
Gemstone Nevelopment West I	nc	F	5 5 5 5 00 3.70 10 July 10
9121 W Russell Rd #117		00	Returns Contract Fee 3, 30 Fill Acting
Las Vegas, NV 89148-1238			Restricted Delivery Fee (Endorsement Required)
Ntc of Lien 3562-056 Carla	3. Service Type Certified Mall C Express Mail Registered Stream Rece I insured Mail C.O.D.	בי ער pt for Merchandise ער	Total Postage & Gemstone Development West Inc
	4. Restricted Delivery? (Extra Fee)		Street Apt. No.: 9121 W Russell Rd #117
2. Article Number (Transfer from service label)	2002 52PD 0007 9P75 227		or FO Bix No. City, Stata, ZIF+4 Las Vegas, NV 89148-1238
PS Form 3811, February 2004 D	Iomestic Return Receipt	102595-02-1-1540	



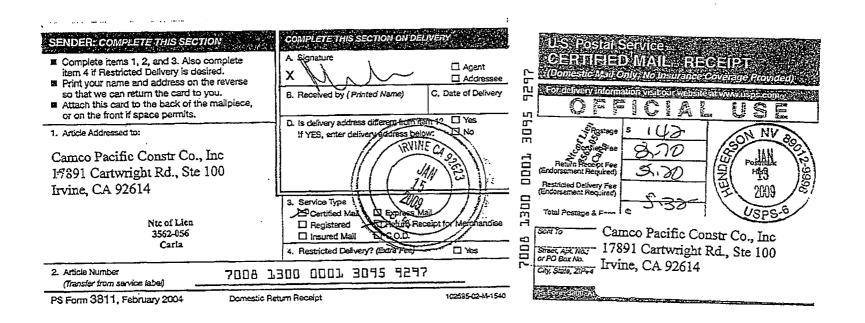
HELIX01150

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IIIS POSICI SERVICES CERENTIFIED MAIL RECEIPT Connected and only the insurance conceres conceres CITCLENCE AND CONTRACT AND	 SENDER: COMPLETE THIS SECTION Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailplece, or on the front if space permits. Article Addressed to: Cannco Pacific Constr Co., Inc 2925 E Patrick, d., Ste G Las Vegas, NV \$9120 	COMPLETE THIS SECTION ON DELIVERY A Signatre X
(Endorsament Required) Total Postage & Fees \$ Sent To Sent To Camco Pacific Constr Co., Inc Super, Apt. No.: 2925 E Patrick Rd., Ste G	- Nic of Lien 3562-856 Carla	3. Service Type 4. Registered Mail C.O.D. 4. Restricted Delivery? (Stora Fee) 17 17
Cir, State, 2794 Las Vegas, NV 89120	2. Article Number 7008 (Transfer from service label)	1300 0001 3095 9280
	PS Form 3811, February 2004 Domestic	Return Receipt 102555-02-14-1540



 SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailplece, or on the front if space permits. Article Addressed to: Apco Construction 3432 N 5th Street North Las Vegas, NV 89032 	COMPLETE THIS SECTION ON DELIVERY A. Signature X Agent Addressee B. Received by (Printed Name) C. Date of Delivery HAINAN 1-14-09 D. Is delivery address different from item 1? Yes If YES, enter delivery address below: I No	USPOSICI Service CERTIFIED MAIL RECEIPT Constitution Aviation Coorder Sounded COFFICIAL USE Postage \$ 142 Postage \$ 142 Postage \$ 142 Received Fee Received Fee R
Ntc of Lien 3562-056 Carla	3. Service Type B Certified Malt Express Mail Registered Express Mail Insured Mail IC.O.D. 4. Restricted Delivery? (Extra Fee) Yes 1300 1001. 3095	(Endorsement Required) Total Postage & Fees S Sent 76 Apco Construction Street Apc No.: a 7432 N 5 th Street City Street No.: City
(Transfer from service label)	<u>A 1300 DOG1 3045 4266</u>	
PS Form 3811, February 2004 Domes	tic Return Receipt 102595-02-M-1540	



Receipt/Conformed Copy

ASSESSORS PARCEL NO: 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-32-101-019)

Requestor: LEGAL WINGS 01/29/2009 08:00:52 T20090030945 Book/Instr: 20090129-0000237 Lien Page Count: 28 Fees: \$41.00 N/C Fee: \$0.00

Debble Conway Clark County Recorder

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HELIX01153

AMENDED NOTICE OF LIEN

This document amends and restates that certain Notice of Lien recorded in the official records of the County Recorder's Office for Clark County, Nevada, on January 12, 2009, in Book 20090112, as Instrument No. 0002864 (the "Original Lien").

The undersigned lien claimant claims an amended lien upon the Property or Improvements described in this Amended Notice of Lien ("Amended Lien") for work, materials or equipment furnished for the Property or an Improvement thereon:

- 1. The amount of the original contract is: See Attached Exhibit Λ
- The amount of additional or changed work, materials and equipment, if any, is: See <u>Attached Bxhibit A</u>
- 3. The total amount of all payments received to date is: See Attached Exhibit A
- 4. The amount of the amended lien, after deducting all just credits and offsets, is: \$3.186.102.67
- 5. The name of the owner, if known, of the property is: Gemstone Development West, Inc.
- The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is: <u>See Attached</u> <u>Exhibit A</u>
- 7.
- A brief statement of the terms of payment of the lien claimant's contract is: <u>Payment due</u> within thirty (30) days from date of Payment Application or as otherwise required by statute.

9. A description of the property to be charged with the lien is:

County Assessor Description:

County Assessor Parcel No.

Manhattan West Condominiums (Project) Spring Valley See Attached Bxhibit B SEC 32 TWP 21 RNG 60 163-32-112-001 thru 163-32-112-246, 163-32-101-020, 163-32-101-022 & 163-32-101-023 (formerly known as 163-32-101-019)

Βv

HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

10

Print Name: Robert D. Johnson Title: Vice President

STATE OF NEVADA

Robert D. Johnson, being first duly sworn on oath according to law, deposes and says:

) ss:

)

I have read the foregoing Amended Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true,

> HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC

By_

Print Name: Robert D. Johnson Title: Vice President

SUBSCRIBED AND SWORN To Before me this 27 day of January 2009.

NOTARY PUBLIC In and For Said

County & State

RECORDED AT THE REQUEST OF AND WIEN RECORDED RETURN TO: Richard L, Pecl, Esq. PEEL BRIMELY LLP 3333 E. Serenc Avenue Suite 200 Henderson, NV 89074-6571

KATHI MCCAIN Notary Public State of Novada No. 96-0221-1 My uppl. exp. Jan. 6, 2012

EXHIBIT A CALCULATION OF LIENABLE AMOUNT

Contract Description	Name of Higher-tiered Customer	Original Contract Price	Amount of Additional of Changed Work, Materials or Equipment	Total Amount of All Payments Received	Lienable Amount
	(See #6 of Notice of Lien Form)	(See #1 of Notice of Lien Form)	(See #2 of Notice of Lien Form)	(See #3 of Notice of Lien Form)	(See #4 of Notice of Lien Form)
Phases 1 and 2	APCO Construction	\$13,230,000.00	\$738,257.26	\$4,347,019.46	\$2,145,116.73
Completion of Phases 1 and 2	Gemstone Development West, Inc. and/or Camco Pacific Construction Company, Iac.	\$8,603,661.90	\$305,227.75	\$175,778.80	\$910,944.26
Design Engineering	Geinstone Development West, Inc.	\$71,650.00	\$37,821.00	\$0.00	\$109,471.00
Servico-Temp Power	Gensione Development West, Inc.	\$20,570,68	\$0.00	\$0.00	\$20,570.68
<u>.</u>	· · · · · · · · · · · · · · · · · · ·		TOTAL L	ENABLE AMOUNT	\$3,186,102.67

HELIX01155

JA004026

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AFFIDAVIT OF SERVICE.

STATE OF NEVADA

COUNTY OF CLARK

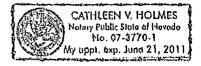
MARIO ROBINSON, being duly sworn deposes and says: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the state of Nevada under license #389, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received on Monday February 02 2009; 1 copy(ies) of the:

AMENDED NOTICE OF LIEN BOOK/INSTR: 20090129-0000237

I served the same on Tuesday February 03 2009 at 10:00AM by:

Serving the Respondent, APCO CONSTRUCTION BY SERVING JAMES M BARKER AS REGISTERED AGENT

Substituted Service, by leaving the copies with or in the presence of: SHANNON PORTER, RECEPTIONIST, ON BEHALF OF JAMES M. BARKER, REGISTERED AGENT, PURSUANT TO NRS 14.020, AS A PERSON OF SUITABLE AGE AND DISCRETION AT THE ADDRESS BELOW, WHICH ADDRESS IS THE ADDRESS OF THE RESIDENT AGENT AS SHOWN ON THE CURRENT CERTIFICATE OF DESIGNATION FILED WITH THE SECRETARY OF STATE. Authorized Agent. at the Respondent's Business located at 4420 S. DECATUR BLVD, Las Vegas, NV 89103.



SUBSCRIBED AND SWORN to before me on this Wednesday February 04 2009

attileen Notary Public

Affiant:-MARIO ROBINSON LEGAL WINGS, INC. - NV LIC #389 1118 FREMONT STREET Las Vegas, NV 89101 (702) 384-0305, FAX (702) 384-8638

p1037162.9907272.246586 •

AFFIDAVIT OF SERVICE

STATE OF NEVADA

COUNTY OF CLARK

MARIO ROBINSON, being duly sworn deposes and says: that at all times herein affiant was and is a citizen of the United States, over 18 years of age, licensed to serve civil process in the state of Nevada under license #389, and not a party to or interested in the proceeding in which this affidavit is made. The affiant received on Monday February 02 2009; 1 copy(ies) of the:

AMENDED NOTICE OF LIEN BOOK/INSTR: 20090129-0000237

I served the same on Tuesday February 03 2009 at 11:02AM by:

Serving the Rospondent, GEMSTONE DEVELOPMENT WEST, INC BY SERVING ALEXANDER EDELSTEIN AS REGISTERED AGENT

Substituted Service, by leaving the copies with or in the presence of: ROBERT PROBY, SECURITY OWNER, ON BEHALF OF ALEXANDER EDELSTEIN, REGISTERED AGENT, PURSUANT TO NRS 14.020, AS A PERSON OF SUITABLE AGE AND DISCRETION AT THE ADDRESS BELOW, WHICH ADDRESS IS THE ADDRESS OF THE RESIDENT AGENT AS SHOWN ON THE CURRENT CERTIFICATE OF DESIGNATION FILED WITH THE SECRETARY OF STATE. Authorized Agent. at the Respondent's Business located at 9121 W. RUSSELL RD., STE 117, LAS VEGAS, NV 89148.

CATHLEEN V. HOLMES lotary Public Stute of Novada No. 07-3770-1 My uppt. exp. June 21, 2011

SUBSCRIBED AND SWORN to before me on this Wednesday February 04 2009

Notary Public

Affiabt: MARIO ROBINSON LEGAL WINGS, INC. - NV LIC #389 1118 FREMONT STREET Las Vegas, NV 89101 (702) 384-0305, FAX (702) 384-8638

p1037161.9907272.246587 >

HELIX01157

HELIX-TR-EX-512-100

1	<u>AFFIDAVIT</u>	
2	State of Nevada)	
3	BB. County of Washoe)	Í.
4		
5	WADE MORLAN, being first duly sworn deposes and says:	
6	That affiant is a citizen of the United States, over 18	
7	years of age, licensed to serve civil process in the State	-
8	of Nevada under license #322, and not a party to, nor	
9	interested in the within action affiant received the documents	
10	on Feb 2 2009 10:00AM and on Feb 3 2009 10:45AM	
11	affiant personally served a copy of the AMENDED NOTICE OF LIEN; APN: 163-32-112-001 THRU 163-32-112-246; 163-32-101-020,	
12	163-32-101-022 & 163-32-101-023 FORMERLY KNOWN AS 163-32-101-019	
13		
14		
15	ON CYNDY WOODGATE OF THE OFFICE OF THE PRENTICE HALL CORP. SYSTEM, NV, RESIDENT AGENT FOR CAMCO PACIFIC CONSTRUCTION COMPANY, INC.	
16		
17	502 E JOHN STREET CARSON_CITY, NV 89706	
18	Affiant does hereby affirm under penalty of perjury that	
19	the assertions of this affidavit are true.	
20		1
21	WADE MORLAN	
22		1
23	Signed and sworn to before me on Feb 3 2009	
24	by WADE MORLAN	
25	Xt	
26	Notary Public	
27		
Reno/Carson Mossenger Service, Inc.	STEPHANIE MAFITELI. Notary Public - State of Nevada	
License #322 185 Martin St Reno, NV 89509	Appointment Recorded in Washoo County No: 05-97/125-2 - Expires June 9, 2009	
775-322-2424		
INPERSI 02/01/00	0268033 - PEEL	
	HELIX01	158

HELIX-TR-EX-512-101

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JA004029

HELIX01159

US Postal Service	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
CERTIFIED MAIL: RECEIPT Domestic Mail Only No Instrumes Coverage Provided Stadelivery information visit our vectors at synapsed com	Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse	A Signature
OFFICIAL BOD	so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	B. Received by (Printed Name) C. Date of Delivery
Britis Free 2770 11 2 12	1. Article Addressed to:	 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
Enderstanding Barrier	Alexander Edelstein R/A for Gemstone Dev West, Inc	
Restricted Delivery Fee (Endorsement Required)	9121 W Russell Rd., Ste 117	
Total Postage & & & & & & & &	Las Vegas, NV 89148 And Nix of Lieu	3. Service Type S. Certified Mall Express Mail Registered S. Return Receipt for Marchandise
R/A for Gemstone Dev West, Inc or PO Box No. 9121 W Russell Rd., Ste 117	3562-056 Carla	Insured Mail C.O.D. A Restricted Delivery? (Extra Fee) Yes
Las Vegas, NV 89148	2. Article Number (Transfer from service label) 7005 13	00 0001 3098 0888
White and a second s	PS Form 3811, February 2004 Domestic Ret	um Receipt 102595-02-M-1540

a. 4. .

 SENDER: COMPLETE THIS SECTION. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. Article Addressed to: Canneo Pacific Construction Co Inc 17891 Cartwright Rd., Ste 100 Irvine, CA 92614 Amd Ntc of Lien 3562-056 Carla 	COMPLETE THIS SECTION ON DELIVE A Signature X	Agent Agent Addressee Date of Delivery Yes No		1 69012.00 * 00 . Inc
2. Article Number (Transfer from service label; 7008 1)	00 0001 3098 0854]	- or PO Bax No. Irvine, CA 92614	. 1
PS Form 3811, February 2004 Domestic Ref	tum Receipt	102595-02		

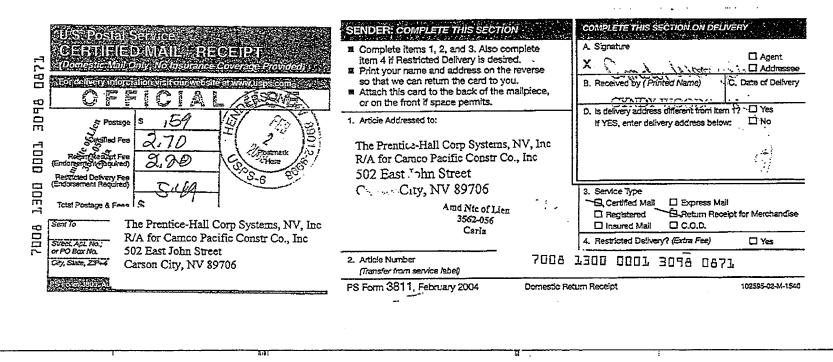
 SENDER: COMPLETE THIS SECTION: Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Gemstone Development West Inc 9121 W Russell Rd #117 Las Vegas, NV 89148-1238 	COMPLETE THIS SECTION ON DELIVERY A Signature X Log L B. Received by (Printed Name) C. Date of Delivery C. $\sigma_{T,C}$ N $\leq S \leq n$ D. Is delivery address different from Item 1? Yes If YES, enter delivery address below: No	0001 3078 0875	US Postal Service CERTIFIED MAIL RECEIPT Dones de Mail Only Neynsurane Coverage Provideo) Tor delica y information visit our veosite at ravvusits coms OFFICIAL Postage Capital Service Postage Capital Service Postage Capital Service Postage Capital Service Postage Capital Service Postage Capital Service Difference Capital Service Capital Servi
And Ntc of Lien 3562-056 Caria	3. Service Type Subscripting Mail B. Certified Mail Express Mail B. Return Receipt for Merchandise Insured Mail C.O.D. 4. Restricted Delivery? (Extra Fee) Yes	008 1300	(Endorsement Required) Total Postage # ==== @ Sent To Sweet 200, No: 9121 W Russell Rd #117
2. Article Number (Transfer from service label) 7008	1300 0001 3098 0895	70	G PO BOX NO. Cry, Sinte, 2/F4 Las Vegas, NV 89148-1238
PS Form 3811, February 2004 Domestic Ret	um Receipt 102595-02-M-1540		FST-077-2003-2

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US Postal Service GERNIELED MAIL RECEIPT Domestic Action of Conversion Conversion Decision Conversion Conversion Decision Conversion DECISION CONVERSION CONVERSION CONVERSION DECISION CONVERSION	 SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the malpiece, or on the front if space permits. Article Addressed to: James M Barker R/A for Apco Construction 4420 S Decatur Bivd 	A. Signaturg Image: Agent X Image: Agent B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from Item 1? Yes If YES, enter delivery address below: No
(Enclosement Requires) Totel Postage & Force 3: Sent To James M Barker Street Apr. No: R/A for Apco Construction	Las Vegas, NV 89103 Amd Ntc of Lien 3562-056 Carla	3. Service Type D: Certified Mail Express Mail D: Registered Return Receipt for Merchandise D: Insured Mail C.O.D. 4. Restricted Delivery? (Extra Fee) Yes
City, State, ZIP-4 Las Vegas, NV 89103	2. Article Number (Transfer from service lebel) 7008 PS Form 3811, February 2004 Domestic	1,300 0001, 3078 0840 Return Receipt 102535-02-W-1540



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 SENDER: COMPLETENTIES SECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailplece, or on the front if space permits. Article Addressed to: Apco Construction 3432 N 5th Street 	COMPLETE THIS SECTION ON DELIVERY A Signature X	US POSICI SERVICE GERNINELED MAILS RECEIPT Concence of an only the institute coverage Provideo CONCENCE INCOMPTONISCUL AND SITE ALWOOD SECTIONS OFFICIAL SOFT Softgers S 159 Contest free 2.70 Returnele Street 2.70 Returnele Street 2.70 Returnele Street 2.70
N. Las Vegas, NV 89032 Amd Ntc of Lien 3562-056 Carla	Service Type Certified Mail Express Meil Registered S Return Receipt for Merchandise Insured Mail C.O.D. A. Restricted Delivery? (Extra Fee)	(Encorsement Required) Total Postage & come of the formation Serve Total Postage & come of the formation Street April April 3432 N 5 th Street
2. Article Number 7008 (Transfer from service lebel)	1300 0001 3078 0633	City, Sale, 2774
 SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailplece, or on the front if space permits. Article Addressed to: Cannco Pacific Construction Co., Inc 2925 E Patrick Ln., Ste G 	COMPLETE THIS SECTION ON DELIVERY A. Signature X. John Hull Agent B. Received by (Printed Name) C. Date of Delivery UMM Hull Solution D. Is delivery address different from item 1? YES, enter delivery address below:	US Postal Services CERTIFIED MAIL: RECEIPT Domestic Mail Only No Insurance Coverage Provided) Torcoldrow/information visit conversion and visit success OFFICIAL State State State Return Receipt Fee Return Receipt Fee Cendossenent Required
Las Vegas, NV 89120	3. Service Type	Restricted Delivery Fee (Sindorsement Flequired)
And Nic of Lien 3562-056 Carta	Contribution Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D. Yes	Total Postage 5 minutes for the formation Co., Inc
n entrela Municipation (NV PLT	1300 0001 3098 0857	Cry Size 218-4 Las Vegas, NV 89120

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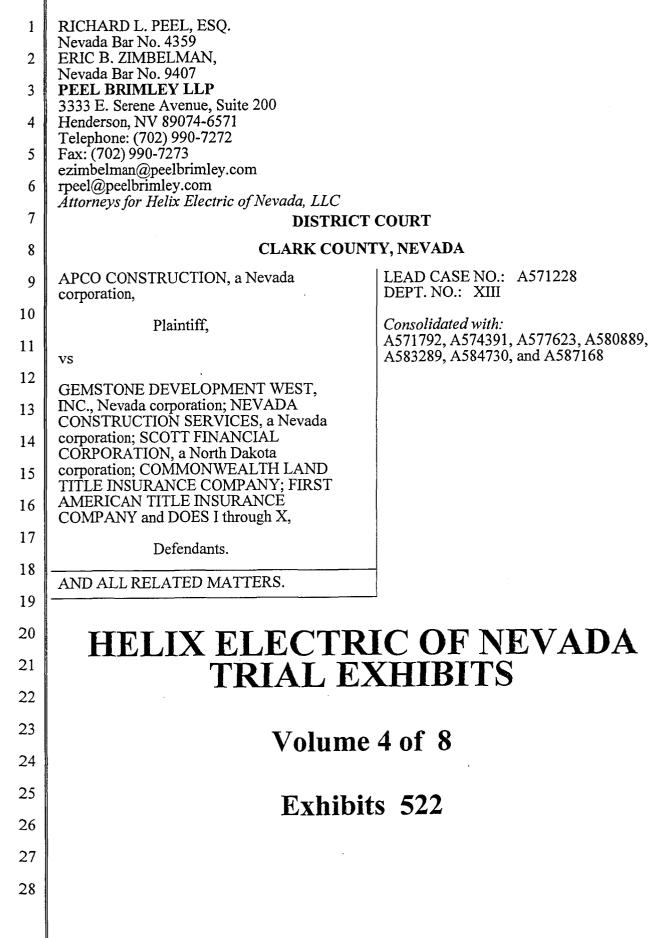
PS Form 3811, February 2004

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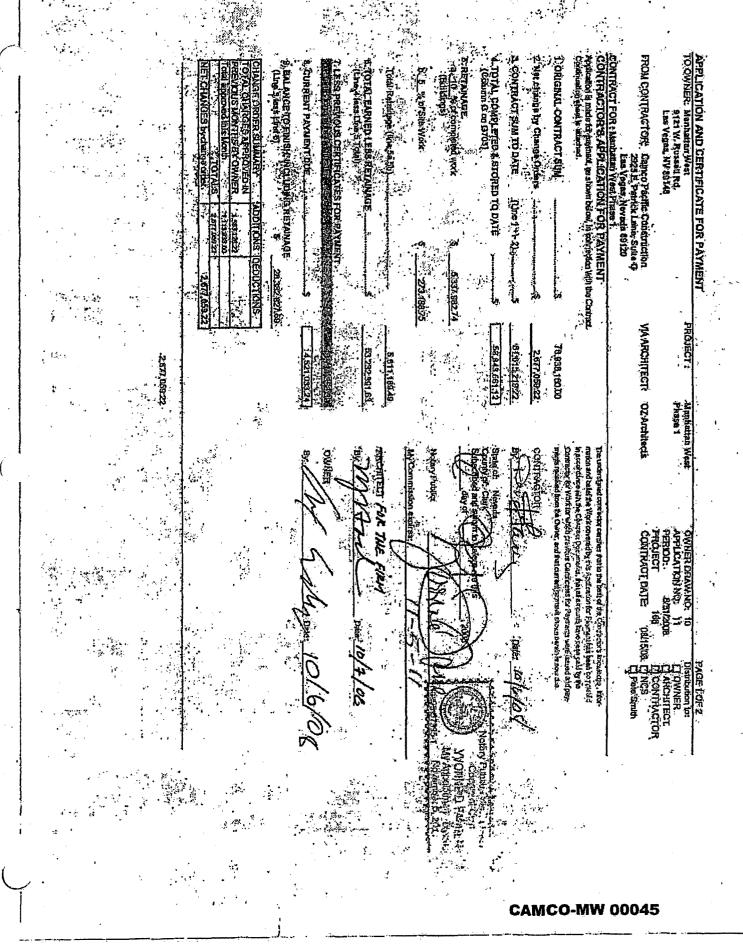
CERTIFIED COPY DOCUMENT AFTACHED IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE Of the ORIGINAL ON FILE CLERK OF THE CCURT

Helix **DEFENDANT'S EXHIBIT** EXHIBIT 522 Case



JA004036

PEEL BUTTLEY LLP 3333 E. Seren 'Enue, Ste. 200 henderson, Mevada 89074 (702) 990-7272 + Fax (702) 990-7273



HELIX-TR-EX-522

TO OWNER: Manhattan West	PROJECT :	Manhattan West	OWNER DRAW NO: 10	Distribution to:		
9121 W. Russell Rd. Las Vegas, NV 89148		Phase 1	APPLICATION NO: 11 PERIOD: 8/31/2008			(
FROM CONTRACTOR: Camco Pacific Construction 2925 E. Patrick Lane, Suite G Las Vegas, Nevada 89120 CONTRACT FOR : Manhatian West Phase 1	VIA ARCHITECT:	OZ Architects	PROJECT 168 CONTRACT DATE: 08/1	D CONTRACTOR 5/08 D NCS C Pete Smith		00046
CONTRACTOR'S APPLICATION FOR PAYMENT		The understand poptage	r cellifies that to the best of the Contrac	nde konsulaitea infoc-		
Application is made for payment, as shown below, in connection with the Contr Continuation sheet is attached.	ract.	mation and belief the Worl in accordance with the Co	covered by his Application for Payment https://www.second.com/or/payments/ https://www.second.com/or/p	has been completed been paid by the		CAMCO-MW
1. ORIGINAL CONTRACT SUM	78,938,160.00		ick previous Certificates for Payments w when, and that current payment shown be			<u>0</u>
2. Net change by Change Orders	2,677,059.22	CONTRACTOR	Ð			AN
3. CONTRACT SUM TO DATE (Line 1 +\- 2)\$	81,615,219.22	By KAUG	tang "	Date: 10 16 10 8		0
4. TOTAL COMPLETED & STORED TO DATE	58,843,561,12	County of: Clark		N AND N	otary Public - State And State	*
5. RETAINAGE a. <u>10</u> % of completed work \$ <u>5,337,982.74</u> (Buildings)	<u>4</u>	Subscribed and swo	n to periods that this .2008	D	County of Clark YVONNE D. FAHrite M My Appointment Stymmer	ť
b. <u>5</u> % of Site Work \$\$273,186.7	5	Notary Public: My Commission exp	ires: TT= 4		November 5, 201 r	۰ - <u>ا</u>
Total Retainage (line 5a 5b)	5,611,169.49		\mathcal{O}			
6. TOTAL EARNED LESS RETAINAGE	53,232,391.63		Date;		~	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	AN 754 (TAN 40					
HuinerGriefen palex (Cestificate)	4,521,033.24		Date:			
•	4,021,033.24	*by	Udk;,			
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 loss Line 6) \$	9					
CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS	7					
PREVIOUS MONTHS BY OWNER 1,563,126.22 - Total approved this Month 1,113,533.00			4	-		
TOTALS 2,677,058,22 -			·	•		
NET CHANGES by change order 2,677,050.2	2					

JA004038

2,677,059.22

D OWNER: Manhattan West 9121 W. Russell Rd. Las Vegas, NV 89148	PROJECT:	Manhattan West Phase 1	OWNER DRAW NO: 10 APPLICATION NO: 11 PERIOD: 8/31/2008 PROJECT 168	Distribution to; DOWNER CARCHITECT CONTRACTOR	•
ROM CONTRACTOR: Camco Pacific Construction 2925 E. Patrick Lane, Suite G Las Vegas, Nevada 89120 ONTRACT FOR : Manhattan West Phase 1	VIA ARCHITECT:	OZ Architects		15/08 II NCS II Pete Smith	
ONTRACTOR'S APPLICATION FOR PAYMENT oplication is made for payment, as shown below, in connection with the Contra ontinuation sheet is attached.		metion and belief the in accordance with it - Contractor for Work	Nacion contines that to the best of the Contract Work covered by this Appication for Paymen of Contract Documents, that all amounts have for which provious Certificates for Payments	it has been complaied been paid by the were laxued and pay-	
ORIGINAL CONTRACT SUM	78,938,160.00	ments received from	i the Owner, and that current payment shown h	ersin la noỳ dun.	
Net change by Change Orders	2,116,178.22	CONTRACTOR	<u>~~</u> ^	ala ta	
CONTRACT SUM TO DATE (Line 1 +\- 2)\$	81,054,936.22	Bytetur	tang	Date: 9/23/08	
TOTAL COMPLETED & STORED TO DATE	59,914,450.18	State of: New County of: Clar Subscribed and	K () A	And Andrew Public	- State of Nevada
RETAINAGE a. <u>10</u> % of completed work \$ <u>5,488,644.39</u> (Buildings)	 .	C day		NON WONNE	ED FARREN
		Manhaman Phyladian		VYYANASU MAY ABOOU	ntmentexulias
b. 5 % of Site Work \$ 251,400.38	-	Notary Public: <u>My Commissio</u>	n expires: 11-5-	JOR 157395-1 Noven	ntment Expires
Total Retainage (line 5g 5b)	<u>5,740,044.78</u>	<u>My Commissio</u> 3 ARCHITECT	n expires: 11-5-	A Vestel My Appol	
	_	<u>My Commissio</u> 3 ARCHITECT	n expires: 11-5-	10,57395-1 Noven	ntmentexulias
Total Retainage (line 5g 5b)	<u>5,740,044.78</u>	<u>My Commissio</u> ARCHITECT D By	÷	10,57395-1 Noven	ntmentexulias
Total Retainage (line 5g 5b)\$. TOTAL EARNED LESS RETAINAGE\$ (Line 4 less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	<u>5,740,044.76</u> 54,174,405.40	<u>My Commissio</u> ARCHITECT By 4 OWNER	÷	1.500 57395-1 Noven	ntmentexulias
Total Retainage (line 5g 5b)\$ b. TOTAL EARNED LESS RETAINAGE\$ (Line 4 less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)\$	5,740,044.76 54,174,405.40 50,086,799.17 4,087,606.20	<u>My Commissio</u> 3 ARCHITECT 9 By 4 OWNER	Date:	1.500 57395-1 Noven	ntmentexulias
Total Retainage (line 5g 5b)	5,740,044.76 54,174,405.40 50,086,799.17 4,087,606.20	<u>My Commissio</u> 3 ARCHITECT 9 By 4 OWNER	Date:	1.500 57395-1 Noven	ntmentexulias
Total Retainage (line 5g 5b)\$ a. TOTAL EARNED LESS RETAINAGE\$ (Line 4 less Line 5 Total) 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate) 3. CURRENT PAYMENT DUE\$ 3. CURRENT PAYMENT DUE	5,740,044.76 54,174,405.40 50,086,799.17 4,087,606.20	<u>My Commissio</u> 3 ARCHITECT 9 By 4 OWNER	Date:	1.500 57395-1 Noven	ntmentexuliae p.

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2,116,178.22

	GRADING										
A.	6	C	0	E	F	G	Н	<u>г (</u>	• J	K	L
			WORK C	OMPLETED	MATERIAL	S STORED					
item NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	This Period	This Period	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	TOTAL RETENTION WITHHELD
1 :	Mabilization	45,000.00	45,000,00			•	45,000.00	100%	-		2,250.00
2	Site Preperation and Mass Excavation	2,559,000.00	2,559,000.00				2,659,000.00	100%	-	-	127,950.00
3	Site Weler	647,000.00	638,720.00	(139,150.00)			497,570.00	77%	149,430.00	(6,957.50)	24,878.50
4	Site Storm Sewer	511,000.00	500,780.00			•	500,780.00	98%	10,220.00	•	25,039,00
5	Site Sanitary Sewer	615,000,00	590,400.00	(340,260.00)		62,250.00	250,200.00	41%	: 364,800,00	(17,010,00)	12,510.00
6	Insurance	150,700.00	150,700.00				150,700.00	100%		.=	7,635.00
	TOTAL FOR GRADING:	\$ 4,527,700.00	\$ 4,482,600.00	\$ (479,350.00)	ş -	\$ 62,250.00	\$ 4,003,250.00	88%	\$ 524,450.00	\$ (23,987.50)	\$ 200,162.50

HELIX-TR-EX-522-0004

SIMPLE SUMMARY

A	В	C	0	E	F	G	н	1	- (J	K	L
			WORK CO	VPLETED	MATERIAL	S STORED					
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS	this Period	THIS PERIOD	CURRENT TOTAL STORED	TOTAL COMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	Current Retention Withheld	TOTAL RETENTION WITHHELD
1	GRADING	4,627,700.00	4.482,600.00	(479,350.00)	•	82,250.00	4,003.250.00	88%	524.450.00	(23,967.50)	200,182.50
2	OFF SITE & SITE IMPROVEMENT	2,120,897.00	48,726.17	175,316.99		-	224,043.16	11%	1,800,853.84	17,531,70	22,404.32
3	BUILDING #2	10,678,501.12	8,716,841.59	304,733.76	Interes	418,568.94	9,021,575.35	. 85%	1,656,925.77	30.473.38	902,167.55
4	BUILDING #3	10.657,378.13	8,242,194.31	213,655.92	-	745,381.94	8,455,850.23	79%	2,201,625.90	21,365.59	845,585.03
5	BUILDING #7	24,596,635.76	13,023,102.62	772,659.07	1,831,102.60	1,751,830.87	16,526,954.29	67%	8,069,681.48	260,376.17	1,652,695.61
8	BUILDING #8	13.228,525.50	9,387,150.06	444,433.58	5,687,40	550,723.23	9,837,271.02	74%	3,391,254,48	45,012.10	983,727.13
7	BUILDING #9	13,228,524.50	9,772,084.82	396,369.81	53,987.40	646,342.41	10,222,442.03	77%	3,006.082.47	45,035.72	1,022,244.21
	TOTAL BASE PHASE 1;	\$ 78,938,160.00	\$ 54,572,789.57	\$ 1,827,819.11	\$ 1,890,777.40	\$ 4,175,077.39	\$ 58,291,386.08	74%	\$ 20,646,773.92	\$ 395,827.16	\$ 5,628,976.25
8	GRADING CHANGE ORDERS	1,095,926.64	432,525.47	592,232.15	-	53,377.40	1,024,757.62	94%	71,169.02	29,611.61	51,237,88
8	BUILDING CHANGE ORDERS	1,020,249.58	373,621,58	224,684,90	-	•	598,306.48	59%	421,943.10	22,468.49	59,830,65
	TOTAL CONTRACT PHASE 1:	\$ 81,054,938.22	\$ 55,378,936.62	\$ 2,644,736.18	\$ 1,890,777.40	\$ 4,228,454.79	\$ 59,914,450.18	74%	\$ 21,139,880.04	\$ 447,907.28	\$ 5,740,044.78

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763	5100	BUILDING CO 00079.2 Electrical Options 26	45,150.18	27,006,10	17,136,00	_ · ·	•	44,232.10	88%	923,08	1,713.60	4,42321
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795	5100	BUILDING CO 00013.9 Pambing Options B9	64,100,49	13,525.12		-	1	13.525.12	25%	40,575.37		1,352.51
796	4100	BUILDING CO 00034.2 Fambing Options B8	64,963.35	10,240.64				18,240.84	25%	46,722,62	-	1,624.68
197	18000	BUILDING CO 50038.1 Electrical C2 8pil 98/9	56,443.80	83,800.40	-	•	•	33,268.40	60%	22,677.40		8,388.64
798	15010	BUILDING CO 00037.1 B& & BB Option Changes	18,009.00	18,009.00	•		-	18,009.00	100%		· · · · ·	1,830.90
709	15010	BUILDING CO 00058-1 Cable Hand Rat Opi BS & B9	21,821.30	•		-	-	-	0%	21,921.30	• •	
00	15010	BUILDING CO 00038.1 Building 8 & 8 Fireplaces	18,350.70				-	-	67	16,580.70		
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102	16000	GUILDING CO 00043.2 Electrical Changes Delta 5	99,739.50	24,835,00	42,030.00		-	73,938.60	74%	25,804.50	4,900.00	7,593.50
603	15010	BUILDING CO 00047 Building & & & Low Volkage	60,894.23	15.223.54			•	15,223 56	25%	45,870.87		1,622.3
14H	15010	BUILDING CO 00048 Building & & & Closel Organizers	18.662.09		+		- 1		0%	, 18,562,06	•	••
105	18000	BUILDING CO 00050 Building 7 Electrical Ungrades	26,538,38				-	-	0%	\$ 28,638.58	-	
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		TOTAL CONTRACT PHASE 1:	#1,85(,338.22	83,378,A38.62	2,844,738.18	1,890,777.40	4,228,454.79	59.014,450.18	745	1 31,139,818.0	447,907,25	5,740,044.7

HELIX-TR-EX-522-0007

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Page 15 of 15

JAQ04043

NEVADA CONSTRUCTION SERVICES 2500 N. Buffalo, Suite 140 Las Vegas, NV 89128 (702) 251-1150 FAX (702) 251-5918

REQUEST FOR REALLOCATION OF FUNDS

DATE 8/15/2008 OWNER Gemstone Development West, Inc. LENDER Scott Financial

PROJECT NAME Manhattan West PROJECT ADDRESS Russell Road/Rocky Hill Street

PROJECT# 07-1

07-10-11Y-JO

WE WOULD LIKE TO REQUEST THE FOLLOWING FUNDS TO BE TRANSFERRED:

From Line #	Amount	To Line #	Amount	Reason Code
472	\$ 18,429.00	48	\$ 18,429,00	· 1
626	\$ 18,429.00	125	\$ 18,429.00	1
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REASON CODES:

1. Contract more/less than original estimate.

2. All work completed, excess funds.

3. Approved Contract Change Order signed by Owner and Lender.

4. Other (please explain).

ATTACH SUPPORTING DOCUMENTATION

CAMCO-MW 00052

	GRADINGGINNIGEORDERS										
<u>`A</u>	8	C	D	E	F	G	Н		J	ĸ	L
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO	This Period	MATERIAL THIS PERIOD	S STORED CURRENT TOTAL STORED	TOTAL CCMPLETED AND STORED	PERCENTAGE COMPLETE	BALANCE TO FINISH	CURRENT RETENTION WITHHELD	Total Retention Withheld
752	GRADING CO 00001 - Bloxide Chem Feed & Stor Tank	59,308.20	63,377 <i>A</i> 0			53,377.40	53,377.40	90%	5,930,80	•	2,668.87
753	GRADING CO 00002 - Fire Hydrant Permits	448.78	446.78			.	448.78	100%	-		22,34
754	GRADING CO 00003 - Revisions Utilky Sheets 11/14/07	88,338.72	70,670.98	16,826.42			87,497.40	99%	841.32	841.32	4,374.87
755	GRADING CO 00004 - Encroachment Permit	452,81	452.81				452.81	100%		1	22.64
756	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,577,50	33,789,73			34t,377.23	87%	52,952.60	1,689.99	17,068.86
757	GRADING CO (LV PIPELINE CO 8)	309,991.00		309,991.00			309,991,00	100%		15,499.65	15,499.55
758	GRADING CO (LY PIPELINE CO 8)	34,235.00		34,235.00			\$4,235.00	100%	•	1,711.78	1,711.75
759	GRADING CO (LY PIPELINE CO 7)	197,380.00		197,380.00			197,380.00	100%	•	9,869.00	9,889.00
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JA004045

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	TOTAL CONTRACT PHASE 1:									 					BLALDING CO 00005 Masoniv C2 Spill BSV9	BUILDING CO 00050 Building 7 Electrical Upgrades	BUILDING COLDOORS BUILding & & & Closel Operations	BUILDING CO 90047 Building 8 & 8 Low Values	BUILDING CO.00043 2 Startifical Chargest Data B	SUILING CO DOVAL BAKEN TA V FUNDARIA	BUILDING CO DOCKS, 1 Cable Hand Rail Out 58 & 69	BUILDING CO 00337.1 Bit & BB Onlion Changes	BUILDING CC 00034.1 Electrical C2 Sofii EA/B	Plandra Ontens 54	Plumbing Certains 29	Endstal Options 58	ober Chanors B7
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HELIX-TR-EX-522-0010

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CAMCO-MW 00055

APPLICATION AND CERTIFICATE FOR PAYMENT		• • •		PAGE 1 OF 2
TO OWNER: Manhattan West 9121 W. Russell Rd. Las Vegas, NV 89148	PROJECT :	Manhattan West Phase 1	OWNER DRAW NO: 10 APPLICATION NO: 11 PERIOD: 8/31/2008	Distribution to: OWNER ARCHITECT
FROM CONTRACTOR: Camco Pacific Construction 2925 E. Patrick Lane, Suite G Las Vegas, Nevada 88120	VIA ARCHITECT:	OZ Architects	PROJECT 168 CONTRACT DATE: 08/15/	CONTRACTOR BI CONTRACTOR CONTRACTOR Dete Smith
CONTRACT FOR : Manhattan West Phase 1 CONTRACTOR'S APPLICATION FOR PAYMENT				
Application is made for payment, as shown below, in connection with the Cont	ract.		ractor certilies that to the best of the Contractor's Work covered by this Application for Payment has	
Continuation sheet is attached.		in accordance with th	e Contract Documents, that all amounts have been	n paid by the
1. ORIGINAL CONTRACT SUM	78,938,160.00		for which pravious Certificates for Payments were the Owner, and that current payment shown herein	
2. Net change by Change Orders\$	2,118,176.22	CONTRACTOR	$ \rightarrow 0 $	alache
3. CONTRACT SUM TO DATE (Line 1 +1-2)	81,054,336.22	2 By Law	ptan Dat	» <u>~122105</u>
4. TOTAL COMPLETED & STORED TO DATE	60,393,800.18	County of: Clark	K (KK	****
5. RETAINAGE a_10_% of completed work \$5,488,644.3 (Buildings)	<u>9</u>	Sature ribed and day of day of the day of th		Notary Public - State of Nevada County of Clark YVONNE D. FARREN My Appointment Expires
b. <u>5</u> % of Site Work \$ 275,367.8	8	My Commission	expires:	No: 99-57395-1 November 5, 2011
Total Retainage (line 5a 5b)	5,764,012.2	ARCHITECT	\checkmark	
6. TOTAL EARNED LESS RETAINAGE	54,629,787.90	0By;	Date:	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 form prior Certificate)\$	50,086,799.1	4 OWNER		
8. CURRENT PAYMENT DUE	4,542,988.7	6 By:	Date:	
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$26,424,548.3	2	· · · ·		
CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS TOTAL CHARGES APPROVED IN N N N PREVIOUS MONTHS BY OWNER 1,583,128,22 - - Total approved this Month 533,650,00 - - TOTALS 2,116,176,22 - -				
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IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 64

Eric B. Zimbelman, Esq. (9407) **PEEL BRIMLEY LLP** 3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571 Telephone: (702) 990-7272 Facsimile: (702) 990-7273 <u>ezimbelman@peelbrimley.com</u> *Attorneys for Appellant Helix Electric of Nevada, LLC* Mary E. Bacon, Esq. (12686) **SPENCER FANE LLP** 400 S. Fourth Street, Suite 500 Las Vegas, NV 89101 Telephone: (702) 408-3411 Facsimile: (702) 408-3401 <u>MBacon@spencerfane.com</u>

John Randall Jefferies, Esq. (3512) Christpher H. Byrd, Esq. (1633) FENNERMORE CRAIG, P.C. 300 S. Third Street, 14th Floor Las Vegas, NV 89101 Telephone: (702) 692-8000 Facsimile: (702) 692-8009 rjefferies@fclaw.com cbyrd@fclaw.com Attorneys for Respondent

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-24-09	Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint	JA000001- JA000015	1
08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 - JA000030	1
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	Trial Exhibit 522 - Camco Billing	JA004035- JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
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	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	JA005371- JA005623	78/79/80
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	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint (Admitted)	JA005786- JA005801	80
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² Filed January 31, 201879 ³ Filed January 31, 2018

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	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
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	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁴	JA005820- JA005952	81
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	Exhibit 3 – Plaintiff in Intervention, National Wood Products, Inc.'s Findings of Fact and Conclusions of Law (Proposed)	JA006370- JA006385	86/87
	Exhibit 4 – Plaintiff in Intervention, National Wood Productions, Inc.'s Findings of Fact and Conclusions of Law Re Camco	JA006386- JA006398	87
	Exhibit 5 – Offer of Judgment to Helix Electric of Nevada, LLC	JA006399- JA006402	87
	Exhibit 6 – Offer of Judgment to Plaintiff in Intervention National Wood Products, Inc.	JA006403- JA006406	87
	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
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05-08-18	Helix Electric of Nevada, LLC'sMotion to Retax Costs Re:DefendantAPCOConstruction'sMemorandumof Costs and Disbursements	JA006509- JA006521	89
05-31-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]	JA006522 JA006540	89
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	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
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09-28-18	Notice of Entry of (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281-	100
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	Exhibit 1 – Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.	JA007332- JA007335	101
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	Exhibit 7 – Declaration of John Randall Jefferies, Esq. in Support of APCO Construction, Inc.'s Motion for Attorney's Fees and Costs	JA006407- JA006411	87
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	Exhibit 9 – APCO Construction, Inc.'s Memorandum of Costs and Disbursements [Against Helix Electric of Nevada, LLC, and Plaintiff in Intervention National Wood Products, LLC]	JA006479- JA006487	88
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	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only	JA000055- JA000316	1/2/4/5/6
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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
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	Exhibit 12 – Order Big D Construction Corp.'s Motion for Attorney's Fees, Costs and Interest Pursuant to Judgment	JA001431- JA001435	26
	Exhibit 13 – Appellant's Opening Brief (Padilla v. Big D)	JA001436- JA001469	26
	Exhibit 14 – Respondent's Answering Brief	JA001470- JA001516	26/27
	Exhibit 15 – Appellant's Reply Brief (Padilla v. Big D)	JA001517- JA001551	27
01-29-20	Notice of Appeal	JA009132- JA009136	119/120
	Exhibit A – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention	JA009137- JA009166	120

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	National Wood Products, Inc.'s Against APCO Construction, Inc.]		
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148- JA009156	120
05-31-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC Against Camco Construction, Co., Inc.]	JA006522 JA006540	89
06-01-18	Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA006541 JA006550	90
09-28-18	Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's Motion to Retax in Part and Denying in Part (4) Granting Plaintiff in Intervention National Wood Products, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA007281- JA007299	100
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion <i>in</i> <i>Limine</i>	JA001178- JA001186	22
07-02-18	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA007238- JA007245	100
01-03-20	Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification	JA009124- JA009131	119

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA001187- JA001198	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1- 4	JA001170- JA001177	22
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in</i> <i>Limine</i> 1-6	JA001161- JA001169	22
01-19-18	Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements	JA005282- JA005283	78
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007332- JA007334	101
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if- Paid Agreements and <i>Ex Parte</i> Application for Order Shortening Time		6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories	JA000343- JA00379	6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380- JA000392	6
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7
	Exhibit 1 – Notice of Entry of Order	JA000429	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
		JA000435	
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's	JA000436- JA000472	7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA00490 JA000500	8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000512- JA000522	8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523- JA000533	8
09-28-17	Peel Brimley Lien Claimants' Reply toOppositions to Motion for PartialSummary JudgmentPrecludingDefenses Based onPay-if-PaidAgreements	JA000413- JA00418	7
01-09-18	PeelBrimleyLienClaimants'OppositiontoAPCOConstruction'sMotionforReconsiderationofOrderGrantingPartialSummaryJudgmentPrecludingDefensesBasedonPay-if-PaidAgreementsSummarySummarySummary	JA001552- JA001560	27
06-18-18	Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition	JA007190- JA007192	99

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
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06-15-18	Plaintiff in Intervention National Wood Products, Inc.'s Opposition to APCO Construction's Motion for Attorneys' Fees and Costs	JA007095- JA007120	97/98
07-19-18	Plaintiff-in-InterventionNationalWoodProducts, Inc.'sSurreply toAPCOConstruction'sReply toPlaintiff-in-InterventionNationalWoodProducts, Inc.'sOpposition toMotion for Attorney's Fees and Costs	JA007246- JA007261	100
01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if- Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
01-18-18	Stipulation and Order Regarding Trial Exhibit Admitted into Evidence	JA002199- JA002201	36
	Exhibit 1 – Exhibit List APCO	JA002208- JA002221	36
	Exhibit 2 – Helix Trial Exhibits	JA002222- JA002223	36
	Exhibit 3 – Exhibit List Plaintiff in Intervention National Wood Products, Inc.	JA002224- JA002242	36/37
	APCO TRIAL EXHIBITS:		
	APCO Related Exhibits:		
	Trial Exhibit 7 - Letter from Scott Financial to APCO re: Loan Status	JA002243	37
	Trial Exhibit 8 - APCO Pay Application No. 10 as submitted to Owner	JA002244- JA002282	37/38
	Trial Exhibit 12 and 107 - Email from C. Colligan to Subcontractors re: Subcontractor Concerns	JA002283- JA002284	38

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 17 – Video (Construction Project)	JA002285	N/A
	Trial Exhibit 18 – Video (Construction Project)	JA002286	N/A
	Trial Exhibit 19 – Video (Construction Project)	JA002287	N/A
	Trial Exhibit 20 – Video (Construction Project)	JA002288	N/A
	Trial Exhibit 21 – Video (Construction Project)	JA002289	N/A
	Trial Exhibit 22 – Video (Construction Project)	JA002290	N/A
	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
	Trial Exhibit 30 - Camco Pay Application No. 11 NCS-Owner Approved with NCS Draw Request	JA002286- JA002306	39
	Trial Exhibit 32 and 125 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixture installed)	JA002307- JA002308	39
	Trial Exhibits 33 and 126 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002309- JA002310	39
	Exhibit 34 and 128 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed)	JA002311- JA002312-	40
	Trial Exhibit 35 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002313- JA002314	40
	Exhibit 36 and 130 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002315- JA002316	40

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibits 37 and 131 -Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002317- JA002318	40
	Trial Exhibits 38 and 132 - Photo re: Building 8 & 9, Interior (Showing drywall still not completed and no electrical trim or fixtures installed)	JA002319- JA002320	41
	Trial Exhibit 39 -Email from K. Costen to Subcontractors informing that Manhattan West Project no longer open	JA002321- JA002322	41
	Trial Exhibit 40- Letter from D. Parry to Subcontractors Re: Funding Withdrawn	JA002323 JA002326	41
	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third- Party Complaint		43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501- JA002503	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related		
	Exhibits: Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	Helix Trial Exhibits:		

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (<i>Admitted</i>)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (<i>Admitted</i>)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (<i>Admitted</i>)	JA001981- JA001987	32

⁵ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (<i>Admitted</i>)	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause (<i>Admitted</i>)	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (<i>Admitted</i>)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record (<i>Admitted</i>)	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (<i>Admitted</i>)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (<i>Admitted</i>)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (<i>Admitted</i>)	JA002121- JA002146	35

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	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	JA002189 – JA002198	36
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	JA005371- JA005623	78/79/80
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101

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612	4100	Mesoney CLGJ	248,300,00	248,588,00	711,00		-	249,300,00	199%		71.19	24,939,00
.013	4100	Manary Thin Brick Venner	810,700 50	- 1	118.072.00	48,300,00	· · · ·	164,372,00	535	148,328 00	16,437.20	18,437,20
614	6415	Granile / Marble / Bhowar Pana	100,000.00	13,405.00	-		- 1	13.405.00	135	88,595,00		1.340.60
615		Miscellaneous Steel	81,000.00	51,283,72	- 1	- 1		61.283.72	65%	39,715.28		5,128.37
Ø16		Framing - 1st Level / Labor, Equipt	199,015.00	199.015.00		<u>-</u>		199,915,99	107%			10,001.50
017		Frendra - 1st Lavel / Lumber, Handwair	245,918,00	245,918 00				245,918.00	100%			
618		Framing - 2nd Level / Labor, Equipt.	177.141.00	177.141.00								24,591,60
619								177,141.00	100%			37.714.10
		Framing - 2nd Lavel / Lumber, Handwair	229.547.00	229,547.00	······			229,547.00	100%			22.954.70
620		Framing - 3rd Level / Labor, Equicit	177,141.00	177,141.00	i	<u> </u>		177,141.00	100%			37,714.10
-021	£100	Framing - Ord Level / Lumber, Hestwolf	225,039.00	· 226, 339,00			-	228,039.00	100%			22.603.90
672	8100	Freming - 4th Level / Labor, Equipt.	162.032.00	182,032.00				152.037.00	100%			16.203.20
623	E 1/30	Framing - 4th Level F. Lumber, Hardweir	148,941.00	145.041.00			- 1	145.041.00	100%			14.654.19
624	5100	Franking - Boof Level Labor, Equipt.	\$1.545.00	81,546,00	-			81,548.00	100%	~	•	6,164.60
625	6100	Framing - Roof Lavelf Lismbar, Trusses	179.583.00	179,560.00	- [179.580.00	100%			17,958.00
828		Finish Carpentry (Budget)	681.571.00	210.041.93	2,458,54	8,857.40	137.652.67	218,187.87	35%	363.383.13	814.50	21.816.79
827	7720	Insulation - Fire Cauliding	\$1,800.cg	87,620,00	9,180,00			91,800,00	100%		918.00	9.100.00
629	7720	Roofing	367.728.00	150 110 82			107,781.04	156,159.82				15,615 64
629		Waterprocine								1.576.18		4,618.97
630			\$8,475.30	46,169.73			ł	49,169.73	76%	13,305,27		
_		Sileso		297.525.00				297,525.00	75%	99,175.00		29,762.50
631		Windows - Material Only	254,000.00	238,172.00			8,172.00	238.172.00	£1%	15.828.00		73,817.20
632	9200	Drivel Owneriase	1,051,050,00	685,132,50	125,000.00	`-	100.000.00	610,133,50	777	243.917.60	12.500.00	81.013.20
.633	_ 960Q	Flooting	00 003,000	-	•	•	•	• 1	074	300,000,00	-	*
. 634	0900	Peining	353,117.50	•		•	•		- 0%	353,117,50	- 1	•
635	11000	Appliances(Budget)	112.000.00	- 1	- 1	. 1			0%	112,000,00		.
538	14200	Elevalors	274,825,00	189.531.00			188,531,50	189,331.00	6975	85 185.00		18,953.10
637	1500	Machanical Mobilization	12,500.00	10,500,00			144,347,00	10,500,00	F1%	2,000,00		1.050.0
038	1330	Mechanical Bubmillate	1,125,00	1.125.50					100%	EXYXXX .		112.5
838	1310							1,125,00		667.60		120.91
		Mechanical General Conditions	1.373.76	1,250.18				1,200.15	68%			180.8
640	1780	Methanical Close-out Documents	1.000.03						0%	1,000,00		~ ~~~ ~
		HYAR THE FINE										
	15929	HVAG Peyrolit	5,750.00	5,250.00			`	5.250,00	1005			525.00
642	15020	HYAC Pre Rock Line Sel Piping	24,018.40	24.918.43				24,518,40	100%		Ì.	2,491.0
643	15020	HVAC FAU Materiala	19.094 72	19.694.72	<u> </u>			19.694.72	100%		·····	1,869.4
644	15020	HVAC Rough Duck	19,994.72	19,694,72			•	18,694,72	100%			1,969.4
845	15020	HVAC Condensor Materials	19.894.72	19,094,72	· · ·]	-	·••	18.694.72	1025	[• [1,969.4
646	15020	HVAC Bet Condenses	4.923.68	4,923.68		-		4,923.68	100%	•	•	492.3
847	15020	HVAC Bet True	4.923.65			*			(B)	4.823.68		•
648	15020	HVAD Start Up	4.823.60					. 1	0%	4,923,64	.	-
	1-1100	HAR DAY PROVIDE AN AN AN AN AN AN AN AN AN AN AN AN AN			t						1	
849	15020	HVAC Pre-Boek-Line Sal Piping	24.515.40	24 818.40			•	24,818,4D	100%			2,461.8
850	15020	INVAC FAU Materials	10,894,72	19.594.72				19.694.72	100%			1,989.4
									100%			1,969,4
651		HYAC Rough Dud	19,094,72	19,694.72				18,894.72				1,969.4
658	16020	HVAC Condonsor Materials	19,684.72	19.691.72				18.604.72	100%	·		492.
673	15030	HYAC Set Condensers	4,823.68	4,023.68		_	ļ	4.923.05	100%			497.
654	15020	HVAC Set Tom	4,923.68		i		ļ <u>-</u>	i	0%	4.923.65	i	<u></u>
655	15020		4.923.68	·		<u> </u>	<u> </u>		9%	4.B23.68		<u> </u>
		HVAC and Floer]	
656	16020	HVAC Pre-Rock-Line Set Plains	24.518.40	24.518.40	-	•	-	24.818.40	100%		·	2.451
657	15020		19.695.72	19.584.72				19.894.72	100%			_1,969
654	15020		18,691,72	15,594,72	-		1	19.894.72	100%		-	1,959
859	15020		18,694,72	19,634,72				13.694.72	100%			1,069.
							+ ` `					492
660	15020		4.927.68	4,823.68		_		4.923.60	100%			
651	15020		4.923.68	<u></u>	·				Q%	4,823.68		
#12	15020		4.923.88	·						4,923,68		h a
	1	HVAG 40 Proer	<u> </u>	<u> </u>			<u></u>	·		<u></u>		·
663	15020	HIVAC Pre-Rock-Lins Bet Pipine	24.012.40	24.010.40	· · ·		<u> </u>	24.818.40	100%	[2,461
684	18020		19.994.72	19,89472			· · · ·	19,854.72	100%		· · · ·	1.905
685	15020		19,694,72	-	9,647,36		·	9,847.38	1507	9.817,38	\$04.74	884
666	18020		18,09472	19.994.72				19.694.72	100%	-		1.961
667	15020		4,023,68		-			4.923.68	1007		*	491
	15020		4,023,68					1	9%	4.923.58		
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12.475.57 10.140.45 · · · · 22.616.02 #0% 2.535.11 1.614.05	HY/AU Powent Und	UOTI Und
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CAMCO-MW 00069

HELIX-TR-EX-522-0025

JA004061

Page 13 al 15

BUILDING	29 Contin									<u> </u>		
		Cartier CONSTR										
719		Plumbing A/G Waste & Vent	73,093.00	71,831.14		-		71.031.14	\$8%	1,461.88	<u> </u>	7,143.11
720		Plumbing Drains / Carriers	7,232.50	7,087.66			-	7,087.56	98%	144.84		708.79
721		Plumbing A/G Storm Piping	18.478.00	18,106,48	-		-	18,108.48	98%	389.52		1,810,66
728		Plambing A/G Domestic Water	79,331.00	77,744 38		i	-	77,744.38	\$8%	1,580.02		7,774.44
723		Plumbing A/G Gas Piping	\$1,071.00	28.698.03	1,553.55			30,449.58	98%	621.42	165,36	3,044.08
724		Plumbing Tubs & Hook-ups	37,040.00	36,188.00		• •	<u> </u>	35,188.00	<u>95%</u>	1,852.00		3,518,80
T25		Plumbing Folures	55,513,00	11,102.80	\$,851.30			16,653.90	30%	58.859.10	625.13	1.665.39
728		Plumbing Equipment	15,475.00	7,087.50	798.75	-	+	8,786.25	63%	7,188.75	79.88	178.63
727		Plumbing Condensate Piping	5.584.00	6,472.32			· · ·	5,472.32	88%	111.88		647.23
728		Plumbing Tealing	Ø.566.00	7,109.40	428.50		<u> </u>	B,137.30	<u>96%</u>	428.30	42,83	613.77
729		Plumbing Identification	2,112.00	· · · · ·			-	· · · ·	0%	2,112.00	•	•
730	16010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	89,658,00	508.00			80,064,00	85%	7,655.00	50.60	9,005,40
		El Yorken and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna an										0.000.00
731	16000	Electrical Engineering	29,450.00	22,098.80		·	_	22,098.20	75%	7,353,20		2,209.68
732	16000	Electrical Mobilization	15,840.00	15,840.00			*	15,640,00	100%	<u> </u>	100.00	1,684.00
753	15000	Electrical Office Trailed Admin.	22,800.00	12,403.00	1,000.03	<u> </u>	`	13,403.00	59%	9,397.00	and the second se	1,346.30
734	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.CD	12,735.00	1,500.00		<u> </u>	14,235.00	100%	15.00	150.00	1,423,50
735	18000	Slockical Permits	12,350.00	6.930.00				6,830,00	58%	5,420,00		693.00
736	16000	Electrical Butumilia a	1,900.00	1,900.03		•••••	`	1,900.00				2,280,00
737	16000	Flactrical Supervision/Planning/Coordination	22,800,00	21,600.00	1,200.00	`		22,800.00	100%		120.00	15,600.00
738	16000	Elertricel 1 pH Pidure Package	108,000,00	98,436,80	7.664.00	-		106,000.00	160%	4,000.00	700,40	7,900.00
740		Electrical Distribution Package	\$3,900,00 \$3,928.00	79,000,00	10,000,00		<u>_</u>	72,744.00	77%	21.184.00	1,000,00	7,274.40
741		Electrical Law Volkage Systems (FA, CCTV, CA, etc.) Electrical Undersite Brzach Conduit & Wite	65,900,90	76,500,00	360000			78,500.00	90%	8.500.00	1,000,000	7,650 00
742	16000	Electrical Garage & 1st floor deck-conduit/wire	400,000.00	350,000.00				360,000,00	95%	20,000.00	÷t	38,006,09
743		Electrical fal Picor Rough Wells/Ceilings	75,000.00	71,250.00				71,260.00	95%	3,750,00		7,125.00
744	16000	Electrical fal Floor Device and Fidure Trim	10,000.00	11,2,00,000					0%	10,000,00		
745	15000		75,000,00	71,250,00					95%	3,750.00		7,125.00
	······································	Electrical 2nd Floor Rough Walls/Callings		71,250.90	<u>ـد</u>	-	<u> </u>	71,250.00				7,725.00
748		Electrical 2nd Floor Device and Fbiure Trim	10,000.00	`	·		<u> </u>		0%	10,000.00		
747	10000	Electrical and Floor Rough WallerCallings	75,000.00	87,750,00	\$,500,00	-		71,250.00	95%	3.750.00	150.00	7,125.00
740	18000	Electrical and Floor Davice and Flature Trim	10,000,00			-		·····	0%	10,000.00		••
740	16000	Electrical 4th Finor Rough Wells/Cellings	75,600.60	87,750.00	3 500.00	•	<u>-</u>	71,250.00	95%	3,750.00	350.00	7,126.00
750	\$5000	Elostrical 4th Floor Davice and Fishare Trim	10.005.00	<u> </u>	-		•	•	6%	10,000.00		•
751	1000	Contractor Fee	874,315.00	615,830.47	21,077.86	•	-	636,938.33	73%	237,408.67	2,107.79	63,890.83
GRADING	CHANGE	ORDERS				•						
752	2530	GRADENG CO 00001 - Blodde Chart Feed & Stor Tack	69,308.20	63, 377.40			63,377.40	63, 977.40	\$0%	5,930.80		2,668.87
753	2510	GRADING CU 00002 - Fire Hydrard Permila	446.78	448.78				448.78	100%		-	22.34
754	2530	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	68.339.72	79,673,95	16,828.42	-	-	87,497.40	95%	841.32	841.32	4,374,87
755	2200	GRADING CO 00004 - Engranchmant Permit	452.81	452.81				452.81	100%			22.54
			The second second second second second second second second second second second second second second second s		· · · ·				\$7%		1,680,69	
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	384,330,13	\$07,577£0	\$1,799.73	••		\$41,377.23		\$2,952.90		17.850.71
758	2530	GRADING CO (LV PIPELINE CO 8)	309,931.00		308,991.00	·	<u>`</u>	306,991.00	100%	· ·	15,499.55	15,499.55
768	2530	GRADING CO (LV PIPELINE CO 9)	34,235.00	<u> </u>	34,235.00	<u> </u>	<u> </u>	34,235.00	0%		1,711.75	1.711.75
758	2530	GRADING CO (LV PIPELINE CO 7)	204 824 50	<u> </u>	197,380.00	<u> </u>	<u> </u>	197,380.00	85%	11,414.00	9,869.00	9,659.00
758	2630	0		L .	•	.	<u> </u>		0%		•	
BULDING	CHANCE	ORDERS										
750	7810	BUILDING CO 00001.1 Additional Fragmonting B7	13,627.96	13,627.95		-	•	13,627.95	100%	-	•	1,362.80
781	5100	BUILDING CO 00002 Add L Reinforcing Bollom Mat 87	~	-	-	-	-		#OIV/Ot			•
782	8300	BUILDING CO 00005 Area Walls B8 and B9	-	•		•			#DIV/QI	-		-
763	5100	BUILDING CO 00006 Top Mat Rober B7	·····	-		-	-		#CIN/O		-	
784	8100	BUILDING CO 00007 Bruckural Sizel Changes 87			-		-		#ON/A	· ·	-	
765	3300	BUILDING CO 60006 Concrete Change 4's pat to 5k 07						·	#01//01			
786	16000			<u> </u>	<u>├───</u>		<u> </u>			· · ·		
767		BUT DING CO DO011 Wood Freming Changes Blue			<u> </u>				#DIV/OL			
-	6100	BUILDING CO 00012.3 NVAC Thru Della 6 B8/B2	22,975.87	17,231.76	5,743.00		ļ	22,974.75	100%	0,92	\$74,30	\$,207.48
708	16020	BUILDING CO 00013-3 HVAC Changes Thre Della 5 82/3	328,276,17		113,858.90			245,179.97	75%	83,095.20	11,388,99	24,518.00
789	15020	BUILDING CO 00014 Add1 Reber Less Added All Bidge		<u> </u>	<u> </u>	<u>~</u>		<u> </u>	ID/V/QI		·	••
790	5100	BUILDING CO 00018 Pool Reinfording Redeelign B7	-		· · ·	· ·	<u>-</u>	·	#DN/04	· · · · ·	•	•
791	6100	BUILDING CO 00020 Change in Lap Splices										

Page 14 of 15

782	6100	ORDERS Continued SUILDING CO 00021 Rebar Charges 87		. 1				. 1	#DIV/Ct		- T	
793	5100	BUILDING CO 00029 2 Electrical Collinas B8	45,160,15	27.066.10	17,158.00			44.232.10	88%	928.08	1,713,60	4,423.2
794		BUTH DING CO 00032 2 Electrical Options B9	43,803,27	25,281.95	18,036.00			43,217,96	60%	585.31	1,893.60	4.321.0
795	·	BUILDING CO 00033.3 Plumbing Options B9	54,100,49	13,525,17				13,525.12	25%	40.575.37	-	1,8524
798		BUILDING CG 00034.3 Plambing Options B8	64,961.36	16,240,84		*		18,240,84	25%	48,722,52	- 1	1.024.0
797		BUILDING CO 00036.1 Electrical CZ Spill Bays	66,443.80	33,868.40			-	33,566.40	63%	22,577,40		5,588.6
798		BUILDING CO 00037.1 B# & B9 Option Changes	16,000.00	15,000.00				18,009.00	100%	- 1		1,600.
799		SULDING CO 00038.1 Cable Hand Rall Ool B8 & B9	21,621.90	-	- 1	-			0%	21,921,50	-	· · · ·
800		BUILDING CO 00039.1 Building # & 9 Frenkaces	18,580,70	- 1	-	-			D%	18,580,70		•
801	16000	BUILDING CO 00042.1 Electrical Charges Delta S	96,722,85	24,180.75	22,000.00		- 1	48,180.76	48%	50,542,10	2.200.00	4,818,
802	16000	BUILDING CO 00045.2 Finetrical Charges Della 6	96,739.50	24,935.00	49,003,00			73,935.00	74%	25,804.50	4,900,00	7,593.
603	16010	BUILOING CO 00047 Building & & 9 Low Voltage	60,884.23	15,223.55	•	- 1		15,223.58	25%	45,870.87	-	1,622
804	16010	BUILDING CO 00040 Building & & Cinsel Organizers	18,662,00				-	-	C%	18,582.09		
805	16000	BUILDING CO 00050 Building 7 Electrical Uppradea	20,530,38	•	-	.		-	0%	20,538,38	-	
808	6100	BUILDING CO 00052 Bidg 8 & # Shower Doors & Mirrors	19,740,58	-		•	-	•	0%	18,740.50	↓ ¹	
807	8100	BLILDING CO 00065 Masonry C2 Spit 88/9	12,093.08	12,093.65	هة،	-		12,063.08	100%		·	1,209.
108	11000		•		-	-	-	•	0%	•		•
809	15000	0		•		•	+	•	0%		•	
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816	16000		·				·	· · ·	0%		<u> </u>	
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823	16000				· · ·		.		0%			
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		TOTAL CONTRACT PHASE I	\$1.054,338,22	16,376,836.62	3,124,086.16	1,860,777.40	4,128,454,79	60,343,600,14	75%	20,680,536.04	471,874,78	5,764,012

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Page 15 of 15

CAMCO-MW 00072

Manhattan West Work to Complete

Total Value	\$ 20,190,841,84	% of total
Grading	\$ 	0.00%
OS& SI	\$ 1,903,312,76	9.43%
Building 2	\$ 1,562,227.21	7,74%
Building 3	\$ 2,209,022:25	10.94%
Building 7	\$ 8,097,159,29	40.10%
Building 8	\$ 3,402,801,94	16,85%
Building 9	\$ 3,016,318.39	14.94%
GCORS	\$, ``	0.00%
BCORS	\$, _	0.00%
TOTAL		100.00%

JA00406

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Camco Pacific Augu	est Dillin	a Dotail		• . ·						
Cameo Paenie Augu	st Dillin	g Detail :		Monthu		Development		Ľ		
Salarled ·				Monthly Burdened		Percentage of month		i		ŧ
Employees		Base Rate	Burdened Ral		Start Date			Total this month	l	
Don Grande Yvonne Farren Steve Lemaster Kenner Costen Michael Wood Carl Mitchell Danny Scalice Freddy Gonzales	**	65,000.00 65,000,00	\$ 187,200,00 \$ 61,149,60 \$ 24,432,00 \$ 87,750,00 \$ 108,000,00 \$ 121,500,00 \$ 87,750,00 \$ 87,750,00	\$ 5,095.80 \$ 2,036.00 \$ 7,312.50 \$ 9,000.00 \$ 10,125.00 \$ 7,312.50 \$ 3,000.00 \$ 5,095.80 \$ 9,000.00 \$ 5,095.80 \$ 9,000.00 \$ 5,005.80		\$ 0.50 \$ 0.50 \$ 0.07 \$ 0.20 \$ 0.43 \$ 0.43 \$ 0.43		\$ 5,772.00 \$ 2,547.90 \$ 1,018.00 \$ 480.82 \$ 1,775.34 \$ 4,327.40 \$ 3,125.34 \$ 3,125.34	-	
Damon Westphal Hourly Employees Trent Hall Richard Skifton	\$ \$ \$	60,000.00 Hourly Rate 20.00 18.00		ly te Total Hours 0 \$ 24.00	 39,679.00 Total Straight Time 648.00 972.00 	t Overtime Hours	Total Overtime \$ - \$ -	\$ 2,884.93 Total this month \$ 648.00 \$ 972.00	1	
Total August Labor	-	•				. 7	•.	• • • • • • •	\$	20,905.08
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<u>Materials Approved</u> Lowes Home Depot Home Depot Subtotal Mark. up 15%	<u>by Gen</u>	<u>istone</u>	•			•	-	\$ 114.97 \$ 1.342.61 <u>\$ 167.67</u> \$ 1.525.25 \$ 228.79	-	
Total								4 220.00	\$	1,754.04
<u>Contractor Fee</u> AUGUST TOTAL	\$	Monthly Rate 100,000.00	Percentage of month worked \$ 0.5					Total this mon	h _ <u>\$</u> \$	50,000.00 72,659.12
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CAMCO-MW 00073

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Camco Pacífic A	4 <i>ugu</i>	st Billing S	Sun	mary		*												
				Line 27	,	Line 104		Line 181	Line 443	Line 597	Llo	na 761						1
		Grading		OS & SI	?	Building 2		Building 3	Building 7	Building 8		Building 9	•	GCORS	3	BCORS		Total
Labor	5	-	\$	1,970.64	\$	1,617.49	. Ş.	2,287.16	\$ 8,383.59	\$ 3.523.17	\$	3,123.02	\$	-	\$	-	\$ 20	905.08
Material	\$		\$	_ 165.35	\$	135.72	\$	191,90	\$ 703.42	\$ 295.61	\$	262.04	\$	-	\$	-	\$.1,	754.04
Contractor Fee	\$	<u>.</u>	\$	4,713.31	,5	3,868.65	\$	5,470.36	\$20,051,56	\$ 8,426.60	\$	7,469.52	\$	-	\$		\$ 50	00.00
Total	\$.		\$	6,849.29	5	5,621.86	5	7,949.43	\$29,138.58	\$ 12,245.38	\$1	10,854.58	\$	#	\$	-	\$ 72	659,12

CAMCO-MW 00074

JA004066

Invoice

ManhattanWest

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Dzie: Statement #: September 18, 2008 83108

Bill to:	Camco Pacific Construction	Comments:	
	Accounts Payable	August 08 Drzw	
	2925 E. Patrick Lane, Suite G	•	
	Las Veges, Nevada 89120	•	
	702.798.6611	•	•
والمتعارفة والمستعومة والم	يە يىپ مەدەم دەرو ھەمەرە ۋەرەپ، بەقەرەر ھەمەرە دەرە بەرە	والمستعدية ووسطني المرجا يعرجونه العام والإقاد الأرار الم	

8/31/08	Veronica Khun		S	1,057.00
• •	Katie Mulryan	•	\$	7,500.00
•	Janice Robbins	•	5	692.40
	Steven Alexander	•	.\$	7,500.00
	Craig Colligan		5	19,230.62
* * *	Jill Gisondo		5	8,192.30
* 5 9 6 11	Jennifer Griffith	•	\$	6,981,36
	15% Employee Payroll Tax & Overhead		5	7,673.05
	a an an an an an an an an an an an an an	Total	5	58,826.73
*** * ** * *	Invoices:	·• " •	, ,	
11708	Design Space Modular Buildings	*0685020	5	1,642.82
22/08	Jackpol Sanitation Services	#30588	5	427.40
9/08	Sunstate Equipment Co.	14158580-004	5	2,075,54
6/08	r be a teneberendageregente merzen erte en en en en en en en en en en en en en	14158580-005	\$	2,075.54
3/08	Cenyon State Oil	#110358544	\$	543.86 :
7/08		1110355948	\$	338.21
15/08		#110360859	่ร ุ	482.42
23/08-	ana ana ana ang ang ang ang ang ang ang	#110363319	5	559.53
23/08	ygte is emet to source y we chi	#110363327	5	418.99
13/08	n a transminian y com y to a second to a second to be a	#110369446	s	355.84
8/08	Arrowhead Water	#08H0029230778	\$	87.80
18/08	Ryan Dyette	#\$182008	5	183.23
29/08	Joseph Ricci	£082908	5	500.00
•· [*]		Total	's ·	9,691.18

\$68,517.91

\$68,517,91

TRAINING STATE					
Statement #	83108	.,5		•	
Due Date	Net 30		* *****		
Amount Due	\$68,517.9	Ļ			
Amount Enclosed	1				

Make all checks payable to Genstone Development West Inc Thank you for your business!

9121 W. Russell Road, Sie 117, Las Vegas, NV 89148 Phone 702.614.3193 Fax 702.614.0669 amberj@gemstonedev.com

CAMCO-MW 00075

HELIX-TR-EX-522-0031

DESIGN MODU		MONTHLYB		Inc.	INVOICE	0685020
Los Angeles: 10531 E Frestio: 810 North PM San Franctsco/Secrat San Franctsco/Secrat Eugene: 22335 Altro Spotane: 11120 W. S Sentike: P.O Box 274, Boist: 4055 South E Las Vegas: 711 Mall Portland: 6400 S.E. 1 Bend: P.O. Box 1847,	Janana Avenue, Fortana, CA aasani Avenue, Fortana, CA aasani Avenue, Fresno, CA 92 inites Boulavard, Suile 111, E meritic: 2725 Fitzgenati Drive, ri Road, Eugene, OR 87402, J Immet, Hightmay 2, Almay Hai Pacific, WA 98047-0274, Pt Pietson Road, Boise, D 8370 Bing Chola, #104, Hendletton, Chist Avenue, Sulle 10, Portial Redmond, OR 97756, Phone	92337-7002, Phone (B0 1728, Phone (559) 233- ncinilas, CA 92024-435 Ditan, CA 95620, Phon Phone (541) 451-9122, phs. WA 9901, Phone ne 865-889-7777 5-4558, Phone (200) 32 NV 89014, Phone (702) d, OR 97266, Phone (1 (541) 352-9468, Fex (2	9) 349-2800, Fax (5986, Fax (559) 23 3, Phone (760) 944 16 (707) 578-8100, Fax (541) 589-9941 (509) 244-0346, F (2-7547, Fax (208)) 837-0750, Fax (7 103) 223-4440, Fax 41) 385-1991	909) 349-2110 3-0565 -441, Fax (76D) 944- Fax (707) 578-6111 2 862-7588 02) 837-0569 (503) 222-2303	INVOICE DAT CUSTOMER I LEASE PO NUMBER BEGIN DATE END DATE	 #. 05 -GEMDEV #. L100272 RYAN DEYETTE 7/25/2008
1770a	րերունացրեւ Գեծ՝ ա∖ ք∖նչպել ես է պեր	,	ري مند و معام ا	•	UNIT LOCATION:	ير 100 ويدييس في يريدي المرا
9121	STONE DEVELOPM WEST RUSSELL R VEGAS, NV 89148	D, STE 117	•		215 AND RUSSELL LAS VEGAS, NV 8911	8
	PE	From Visio EMIT TO: De		In Time and On I		
	1.1	223	15 Encinitas E Initas, CA 92	Slvd., Suile 111	Dananga	
UNIT#	QUANTITY	,		Description		Amount
4139	1,	12 X 60 OF 24		WET		412.50
4140	1	Serial #: 56 12 X 60 OF 24	796-01 X 60 4 OFFC	WET		412.50
	1	Serial #: 56 FURNITURE	796-02		ť	662.60
	2	STEPS				20.00
	MW 01-0000 10:00-18001 67-573	00 025 0			proved 7/21/2008 y furniture we will get ri furniture very shortly	đ
To help the air f	avoid A/C failure, yo ilter in your mobile o	u must replace) Approve	d 8/1/2008	Net Or	P. Tax: 17.06 iver: 0.00
Terms: Due upon	receipt of involce				Invoice Total	1,642.82
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nvoice No.:	0685020	Cus	tomer#:	05 GEMDRY	Contrac	t/Lease:
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Inc. JACKPOT SANITATION SERVICES 2440 MARCO STREET LAS VEGAS, NV 89115 • 12.2 Ph: 702-357-9933 Fax: 702-367-0790 Invoice Service Address ... **Billing Address** GEMSTONE DEVELOPMENT GEMSTONE DEVELOPMENT MANHATTAN WEST Ling a s ATTN: ACCOUNTS PAYABLE RUSSELL/FORT APACHE 9121 W. RUSSELL RD SUITE 117 LAS VEGAS, NV 89148 LAS VEGAS, NV 89148 Phone: (702) 614-3193 Cust # · Ste# Date Clerk °P.O.# Invoice # Tems: Page Fax: 0 GEMSTONEDE 3021 7/22/2008 KMN DOR 30588 Page 1/1 DESCRIPTION RATE AMOUNT ٩, ٠. . 7/18/2008- 8/14/2008 WT SN# WT9 **RENTAL & SERVICE-WATER TANK** 125.00/PER 1 125,00 7/18/2008-8/14/2008 SN# 271 **T25D** RENTAL & SERVICE-250 GALLON TANK-Service Interval = 1W 185.00/PER 185.00 1 7/22/2008 FUEL SURCHARGE 31.00/EACH 1 31.00 \$41.00 Tatal MW 01-00000 1 10-00-1800.025 81-5130 . IGC Approved 8/1/2008 LEXED Approved 8/1/2008 Statement as of 7/22/2008 Future: 0.00 Current: 675.80 90 Day: 0.00 30 Day: -248.40 60 Day: 0.00 Total Doc: 427.40 Please detach here and return the bottom portion with your payment. Div:A Cust #: GEMSTONEDE She #3021 From GEMSTONE DEVELOPMENT ATTN: ACCOUNTS PAYABLE 9121 W. RUSSELL RD SUITE 117 Involce # 30588 LAS VEGAS, NV 89148 5 - ×5 Invoice Total 341.00 Paid Amt 0.00 Adjustment Aint 0.00 Balance . 52 341.00 Previous Balance 86.40 Total;Due: 427.40 JACKPOT SANITATION SERVICES To 2440 MARCO STREET LAS VEGAS, NV 89115 All invoices over 30 days late incur a finance charge of 18.00 %/yr or a minumum charge of 5.00 per invoice. ÷. 22 **CAMCO-MW 00077**

HELIX-TR-EX-522-0033

		1-0	v .	
	PLEASE REMIT TO:	Inc.	CONTRACT TYPE:	A SALEDZ DH I
	P.O. BOX 52581	BRANCHLOCATION		4 WEEK BILL
		LAS VEGAS 702-585-1234	INVOICE #:	4158580-004
SUNSTATE	PHOENIX, AZ 85072-2581	AFTER HER#:(702) 497-9299	PO 批	MANHATTAN WEST
Equipment Co.	www.sunstateequip.com		JOB #:	MANHATTAN WEST
			ORDERED BY:	14 C 4 C 4 C 4 C 4 C 4 C 4 C 4 C 4 C 4 C
		•		HYAN/SS/730/TIM
			ORDERED DATE:	
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•	-		INVOICE DATE:	7/09/08
			CUSTOMER #:	86600
			PHONE #:	
			PROME #:	702-614-3193
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DRIVERS LICENSE:				
		JCENSE PLATE;	RETURN LOC	
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1 50' POWER COR	D 6-4 TWIST LOCK	12.00	16.00 139.0	0 138.00
SALES ITEMS:			•	•
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1 ENV		EA 6.500		6.50
ENVIRONMEN	IAL FEE		•	•
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			ad shiprover	72272000
		No.		
THIS I	S YOUR INVOICE	. PLEASE PAY	BY INVO	CE.
the second second second second second second second second second second second second second second second s	ved 8/1/2008	•	SUB TOTAL:	1690.50
			GE WAIVER: TAX:	235.76 149.28
BILLED FOR FOUR WEEKS	6/18/08 THRU 7/16/08 07:00 AM	TOTAL /	MOUNT DUE:	2075,54
RENT	CONTINUES UNTIL YOU CALL 70	2-565-1234 TO HAVE EQUIPI	IENT PICKED UP	an an ann an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an Anna an A Anna an Anna an
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CUSTOMER SIGNATURE	PRINT CUSTOMER'S		and the second se	
PAST THE ACCOUNTS	h of the following month). Serv			
CUSTOMER AGREES THAT DAMA	GE AND THEFT WAIVER IS VOIDED IF	EQUIPMENT IS NOT KEPT IN A L	ocked enclosure of	PROTECTED BY A
A SERVICE/CLEANING CHARGEN	AY RESULT DUE TO FOURPMENT BED	NG HETHRNED DAMAGED OR IN	NEED OF EXCESSIVE CL	EANING.
THE ENVIRONMENTAL FEE IS NO	I REGULATED NOR COLLECTED BY C TO RETURN RENTED PROPERTY MAY	XR FOR ANY GOVERNMENTAL AC	ENCY.	
RESULT.				•
Y SIGNING ABOVE I AGREE TO	ERMS ON FRONT AND BACK OF THIS	CONTRACT. I ALSO ACKNOWLE	DGE RECEIVING INSTRU	JULIONS AS TO THE
			CAMCO-I	

and the Press and the state INVOICE 11035854-4594 Loker 23 . 57577 Las Vegas, NV 89081 702-171-5704 Jas 702-174-0737

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7/07/08

CUSTOMER PO: NO TERMS: NET	PO NEEDED I 10	•		ORDER NUMBER: ORDER DATE:	550912691-000 7/02/08
SALESMAN: Rol SHIP VIA: Tri	pert Jasen uffDriver	•	•	DATE SHIPPED: LOCATION NO:	7/03/08 1101

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A Sec. Sec. Sec.

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PLEASE REMIT TO: P.O. ROZ 31001-1224, PASADENA, CA. 91110-1224

BILL TO NO.: 52249	SHIP TO NO.: 2	
GENSTONE DEVELOPMENT WEST INC	GENSTONE - DEVELOPMENT WEST INC .	
9121 W RUSSELL ROAD STE 117	215 & W RUSSELL	
LAS VEGAS, NV 89148	. LAS VECAS, NV 89148	

PKG	item Bin	CODE U/N	DESCRIPTION	QTY OID	oty Ship	UNIT PRICE	ERT PRICE	
			ROBERT JASEN / DG / FI	LL GENERATOR				
ELK	227-43		LOW SULFUR DIESEL #2-DYED	89	89	5.1500	458,35	
		BULK	(DOES NOT EXCEED 500 PPE)					
			FEDERAL EXCISE TAX			.0010	.09	
			FEDERAL OIL SPILL PEE			.0012	.11	
			NV Petroleum Discharge Clean	** •		.0075	.67	
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00	
•		FLAT RAT	**WET HOSE SERVICE CHARGE**			•	,	

CRAIGC Approved 7/8/2008

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• • • Alex approved 8-6-08...lynn

10,	INVOICE TOTAL	543.86
37 amually)	SALES TAX-OTHER LOCAL	_00_
	SALES TAX-CITY	.00
	SALES TAX-COUNTY	.00
	SALES TAX-STATE	.59
•	HDLG CHARGES	8,95
	MISC CHARCES	.00
	FREIGHT	.00
•	SUB-TOTAL	534.22

A Service Charge of 1-1/2% per month (18 will be charged on any balance Past Du

CAMCO-MW 00079

HELIX-TR-EX-522-0035

779/2014 (1879) 2014 10. INC. INVOI 499.1 Faleni 20. North Las Vegas, NV 89081 762-174-2760 LAA 702-474-0737

INVOICE 110358845 7/08/08

CUSTOMER PO	NO PO REQUIRED	•	ORDER NUMBER:	550913248-000	•
TERES:	NET 10		ORDER DATE:	7/07/08	
SALESMAN:	Robert Jasen		DATE SHIPPED:	7/07/08	• .
SHIP VIA:	Trk#Driver		LOCATION NO:	1101	
		•			

PLEASE REMIT TO: F.O. BOX 31001-1224. PASADENA, CA. 91110-1224

BII	L TO NO.	GENSTON 9121 W	NE DEVELOPMENT WEST INC RUSSELL ROAD STE 117 JAS, NV 89148	SHIP TO NO.	GEMSTON 215 & V	E DEVELOPMENT & RUSSELL AS, NV 89148	NEST INC.
PRG	item Bin	CODE D/M	DESCRIPTION	QTY ORD	QIY SHIP	UNIT PRICE	ext Price
BLR	227-43	BULK	STEVE / ROBERT JASEN LOW SULFUR DIESEL #2-DYED (DOES NOT EXCELD 500 PPM)	49	49	5.1650	253.09
			FEDERAL EXCISE TAK FEDERAL OIL SPILL FEE			.0010	.05
EA	FSC1	FLAT RAT	NV Petroleum Discharge Clean FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	1	,0075 75.0000	.37 75.00

Alex approved 8-6-08...lynn'

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CRAIGC Approved 7/21/2008

SUB-TOTAL	328.57
FREIGHT	.00
MISC CHARCES	.00
BOLG CHARGES	8.95
SALES TAX-STATE	. 69
SALES TAX-COUNTY	.00
SALES TAX-CITY	.00
SALES TAX-OTHER LOCAL	.00
INVOICE TOTAL	338.21

A Service Charge of 1-1/22 per nonth (182 annually) will be charged on any balance Past Due.

CAMCO-MW 00080

HELIX-TR-EX-522-0036

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WC asal toher St., Houch Las Vegas, NV 89081 707-17-9760 EAR 703-474-0737

INVOICE 110360859 7/15/08

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CUSTOMER POR	no po req	ORDER NUMBER: 550915810-000
TERMS:	NET 10	ORDER DATE: 7/14/08
SALESMAN:	Robert Jasen	DATE SHIPPED: 7/14/08
SHIP VIA:	Trk#Driver	LOCATION NO: 1101

PLEASE REMIT TO, P.O. BOX 31001-1224, PASADENA, CA. 91110-1224

BILL TO N		2	ENSTONE DEVELOPMENT 15 & W RUSSELL AS VECAS, NV 89148	NEST INC
PKC ITE BI	1 CODE DESCRIPTION	QTY QTY ORD SHI		ext Price
BLR 227-4	ROBERT JASEN / DG / LOW SULFUR DIESEL #2-DYED BULK (DOES NOT EXCEED 500 PFN)	PM DELIVERY 76 76	5.0900	397.02
EA FSC1	FEDERAL EXCISE TAX FEDERAL OIL SFILL VEE NV Petroleum Discharge Clean FUEL SERVICE CHARCE-FLAT RATI		-0010 -0012 -0075 75-0000	.08 .19 .59 75.00
AD TONT	FLAT RAT **WET HOSE SERVICE CHARGE**	4	12.0000	75.00

	CRAIGC	Approved	7/21/2008	
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Alex approved 8-6-08. Jynn

	SUB-TOTAL	472.78
	FREIGHT	.00
	MISC CHARGES	.00
•	HDLG CHARGES	8.95
· · ·	SALES TAX-STATE	. 69
•	SALES TAX-COUNTY	.00
•	SALES TAX-CITY	.00
Service Charge of 1-1/2% per nonth (18% annually)	SALES TAX-OTHER LOCAL	. DD
will be charged on any balance Fast Due	INVOICE TOTAL	482.42

CAMCO-MW 00081

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10-00-1800.02r

51-8730

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COMPANY, INC.

Inc.

AN

CANYON STATE OIL CO., INC. 4581 Eaker St., North Las Vegas, NV 89081

702-474-9700 FAX 702-474-0737

PLEASE NOTE OUR <u>NEW</u> REMIT ADDRESS P.O. BOX 31001-1224, Pasadena, CA 91110-1224

ADDRESS S BILL	TO	52249	
GEMSTONE DEV	ELOPMENT W	EST INC	history
9121 W RUSSELL LAS VEGAS NV	. RD STE 117		

SHIP TO: 2 GEMSTONE 215 & W RUI LAS VEGAS,	DEVELOPMENT WEST INC SSELL NV 89148	
INVOICE 110363319	CLISTOMER PO NO PO REQ	
INVOICE DATE 7/23/08	TERMS NET 10	
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LOCATION NO. 1101	Robert Jasen	

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RKG	CODE		CONDESCRIPTION	ORD	- Ship-	PRICE	PRICE
BLK	227-43	BULK	STEVE / ROBERT JASEN LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM)	98	. 98	4.83600	473.93
EA	FSC1	FLAT RAT	FEDERAL EXCISE TAX FEDERAL OIL SPILL FEE NV Petroleum Discharge Cleanup FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	1	0.00100 0.00120 0.00750 75.00000	.10 .12 .74 75.00
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A Service Charge of 1-1/2% per month (18% annually) will be charged on any balance Past Due.

CAMCO-MW 00082

Зm **N** COMPANY INC.

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CANYON STATE OIL CO., INC. 4581 Eaker SL, North Las Vegas, NV 89081

inc.

702-474-9700 FAX 702-474-0737

PLEASE NOTE OUR <u>NEW</u> REMIT ADDRESS P.O. BOX 31001-1224, Pasadena, CA 91110-1224

ADDRESS SERVICE REQUESTED BILL TO: 52249 GEMSTONE DEVELOPMENT WEST INC 9121 W RUSSELL RD STE 117 LAS VEGAS NV 89148-1238

SHIP TO: 2 GEMSTONE DEVELOPMENT WEST INC 215 & W RUSSELL LAS VEGAS, NV 89148					
AVACE 110363327	CUSTOMER PO GEN #72579				
INVOICE DATE 7/23/08	TERMS NET 10				
DRDER DATE DRDER NUMBER SHIP DATE 7/23/08 550918466-000 7/22/08					
1101 SALESMAN Robert Jasen					

RKG	CODE	er dine di	DESCRIPTION	• ORD	-SHIP	PRICE	PRICE
BLK EA	227-43 FSC1	BULK FLAT RAT	LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM) FEDERAL EXCISE TAX FEDERAL OIL SPILL FEE NV Petroleum Discharge Cleanup FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	69	69	4.83600 0.00100 0.00120 0.00750 75.00000	333.68 .07 .08 .52 75.00
			MW 01-00000 10-00-1800.025 51-5130 Alex approved 8-6	-08Iyr			• •
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	. CRAIGC	Арртоуес	8/1/2008	SALES T	I: HARGES: HARGES: AX-STAT AX-COUN AX-CITY: AX-OTHE	ITY:	409,35 .00 .00 8.95 .69 .00 .00 .00 418,99

A Service Charge of 1-1/2% per month (18% annually) will be charged on any balance Past Due.

CAMCO-MW 00083

IN THE SUPREME COURT OF THE STATE OF NEVADA

Supreme Court Case No. 77320 Consolidated with 80508

HELIX ELECTRIC OF NEVADA, LLC,

Appellant,

v.

APCO CONSTRUCTION, INC., A NEVADA CORPORATION,

Respondent.

JOINT APPENDIX VOLUME 65

Eric B. Zimbelman, Esq. (9407) **PEEL BRIMLEY LLP** 3333 E. Serene Avenue, Suite 200 Henderson, NV 89074-6571 Telephone: (702) 990-7272 Facsimile: (702) 990-7273 <u>ezimbelman@peelbrimley.com</u> *Attorneys for Appellant Helix Electric of Nevada, LLC* Mary E. Bacon, Esq. (12686) **SPENCER FANE LLP** 400 S. Fourth Street, Suite 500 Las Vegas, NV 89101 Telephone: (702) 408-3411 Facsimile: (702) 408-3401 <u>MBacon@spencerfane.com</u>

John Randall Jefferies, Esq. (3512) Christpher H. Byrd, Esq. (1633) FENNERMORE CRAIG, P.C. 300 S. Third Street, 14th Floor Las Vegas, NV 89101 Telephone: (702) 692-8000 Facsimile: (702) 692-8009 rjefferies@fclaw.com cbyrd@fclaw.com Attorneys for Respondent

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
06-24-09	Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint	JA000001- JA000015	1
08-05-09	APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA000016 - JA000030	1
04-26-10	CAMCO and Fidelity's Answer and CAMCO's Counterclaim	JA000031- JA000041	1
07-02-10	Order Striking Defendant Gemstone Development West, Inc.'s Answer and Counterclaim and Entering Default	JA000042- JA000043	1
06-06-13	APCO's Limited Motion to Lift Stay for Purposes of this Motion Only; (2) APCO's Motion for Summary Judgment Against Gemstone Only; and (3) Request for Order Shortening Time	JA000044- JA000054	1
	Exhibit 1 – Affidavit of Randy Nickerl in Support of (I) APCO's Limited Motion to Lift Sta for Purposes of this Motion Only; (2) APCO's Motion for Judgment Against Gemstone Only		1/2/4/5/6
	Exhibit 2 – Findings of Fact and Conclusions of Law and Judgment in Favor of APCO Construction Against Gemstone Development West, Inc. Only	JA000317- JA000326	6

Date	Description	<u>Bates</u> Number	Volume(s)
06-13-13	Docket Entry and Minute OrderGranting APCO's Motion forSummary Judgment AgainstGemstone	JA000327	6
08-02-17	Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid 	JA000328- JA000342	6
	Exhibit 1 – APCO Construction's Answers to Helix Electric of Nevada, LLC's First Request for Interrogatories		6
	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories		6
08-21-17	APCOConstruction'sOpposition to Peel Brimley LienClaimants' Partial Motion forSummary Judgment PrecludingDefenses Based on Pay-if-PaidAgreements	JA000393- JA000409	6/7
	Exhibit A – Excerpt from 30(b)(6) Witness for Helix Electric of Nevada, LLC taken July 20, 2017	JA000410- JA000412	7
09-28-17	Peel Brimley Lien Claimants'Reply to Oppositions to Motionfor Partial Summary JudgmentPrecluding Defenses Based onPay-if-Paid Agreements	JA000413- JA00418	7
11-06-17	Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6	JA000419- JA000428	7

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Notice of Entry of Order	JA000429 JA000435	7
	Exhibit 2 – Amended Notices of 30(b)(6) Deposition of Camco Pacific Construction Company, Inc. from Cactus Rose Construction, Inc., Fast Glass, Inc.'s, Heinaman Contract Glazing, Inc. and Helix Electric of Nevada, LLC's		7/8
	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
	Exhibit 4 – Cactus Rose Construction, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 5 – Fast Glass, Inc.'s First Set of Request for Admissions to Camco Pacific Construction	JA000501- JA000511	8
	Exhibit 6 – Heinaman Contract Glazing, Inc.'s First Set of Request for Admissions to Camco Pacific Construction		8
	Exhibit 7 – Helix Electric of Nevada, LLC's First Set of Request for Admissions to Camco Pacific Construction	JA000523-	8
11-06-17	Helix Electric of Nevada's Motion <i>in Limine</i> Nos. 1-4	JA000534- JA000542	8
	Exhibit 1 – Notice of Entry of Order		8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 3 - Excerpts from Brian Benson Deposition Transcript taken June 5, 2017	JA000559 JA000574	9
	Exhibit 4 – Excerpts from Mary Jo Allen's Deposition Transcript taken July 18, 2017	JA000575- JA000589	9
11-06-17	APCO Construction, Inc.'s Omnibus Motion <i>in Limine</i>	JA000590 JA000614	9
	Exhibit 1 – Second Amended Notice of taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA000615- JA000624	9
	Exhibit 2 – Zitting Brothers Construction, Inc.'s Motion for Partial Summary Judgment Against APCO Construction	JA000625- JA000646	9
	Exhibit 3 – Excerpts from Samuel Zitting's Deposition Transcript taken October 27, 2017	JA000647- JA000678	9/10
	Exhibit 4 – Statement of Facts Constituting Lien on Behalf of Buchele, Inc.	JA000679- JA000730	10
	Exhibit 5 – Subcontract Agreement dated April 17, 2007	JA000731- JA000808	10/11
	Exhibit 6 – Subcontract Agreement dated April 17, 2007	JA000809- JA000826	11/12
	Exhibit 7 – Email from Mary Bacon dated October 16, 2017	JA000827- JA000831	12
	Exhibit 8 – Email from Mary Bacon dated October 17, 2017	JA000832- JA000837	12
	Exhibit 9 – Email from Eric Zimbelman dated October 17, 2017	JA000838- JA000844	12
	Exhibit 10 – Special Master Report, Recommendation and District Court Order	JA00845- JA000848	12

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1		12
	Exhibit 12 – Plaintiff in Intervention, National Wood Products, Inc.'s First Supplemental Disclosures Pursuant to NRCP 16.1	JA000857- JA000864	12
	Exhibit 13 – Amended Notice of Taking NRCP Rule 30(b)(6) Deposition of Person Most Knowledgeable for Helix Electric of Nevada, LLC	JA000865- JA000873	12
	Exhibit 14 – Excerpts from Helix Electric of Nevada, LLC's 30(b)(6) Witness Deposition Transcript taken July 20, 2017		12
11-14-17	Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6		12
	Exhibit A – Nevada Construction Services Cost Plus GMP Contract Disbursement Agreement	JA000906- JA000907	12
	Exhibit B – Scott Financial Corporation's April 28, 2009 letter to the Nevada State Contractor's Board	JA000908- JA000915	2/13
	Exhibit C – E-mail from Alex Edelstein dated December 15, 2008 Re: Letter to Subs	JA000916- JA000917	13
	Exhibit D – Camco Pacific's letter dated December 22, 2008	JA000918- JA000920	13
	Exhibit E – Order Approving Sale of Property	JA000921- JA000928	13

Date	Description	<u>Bates</u> Number	Volume(s)
11-14-17	APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions <i>in</i> <i>Limine</i> Nos. 1-4	JA000929- JA000940	13/14
	Exhibit 1 – Excerpts from the Deposition Transcript of Mary Jo Allen taken July 18, 2017	JA000941- JA000966	14/15/16
	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967- JA000969	16/17
	Exhibit 3 – Excerpts from the Deposition Transcript of Andrew Rivera taken July 20, 2017	JA000970- JA000993	17/18/19
11-14-17	HelixElectricofNevada'sOppositiontoAPCOConstruction'sOmnibusMotion in Limine	JA000994- JA001008	20
	Exhibit 1 – Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001009- JA001042	20
	Exhibit 2 - Excerpts from the Deposition Transcript of Brian Benson taken June 5, 2017	JA001043- JA001055	20
	Exhibit 3 – Special Master Order Requiring Completion of Questionnaire		20
	Exhibit 4 – Excerpts from the Deposition Transcript of the 30(b)(6) Witness for Helix Electric of Nevada taken July 20, 2017	JA001060- JA001064	20
	Exhibit 5 - Excerpts from the Deposition Transcript of David E. Parry taken June 20, 2017	JA001065 JA001132	20/21
11-15-17	APCO Construction, Inc.'s Reply in Support of its Omnibus <i>Motion in Limine</i>	JA001133 JA001148	21

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Exhibit 1 – Special Master Report Regarding Discovery Status	JA001149- JA001151	21
	Exhibit 2 – Notice of Taking NRCP Rule 30(b)(6) Deposition of the Person Most Knowledgeable for Zitting Brothers Construction, Inc.	JA001152- JA001160	21
12-29-17	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion <i>in Limine</i> 1- 6	JA001161-	22
12-29-17	Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion <i>in Limine</i> 1-4		22
12-29-17	Notice of Entry of OrderGranting in Part and Denying inPartAPCOConstruction'sOmnibus Motion in Limine		22
01-03-18	Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		22
01-04-18	Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses based on Pay-if-Paid provision on an Order Shortening Time	JA001199- JA001217	22
	Exhibit 1 – Subcontract Agreement (Helix Electric of Nevada, LLC)	JA001218- JA001245	22/23/24
	Exhibit 2 – Subcontract Agreement (Zitting Brothers)	JA001246- JA001263	24

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	Exhibit 10 – Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA001386- JA001392	26
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	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (<i>Admitted</i>)	JA001826- JA001868	30
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	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (<i>Admitted</i>)	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause (Admitted)	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48- Hour Notices (<i>Admitted</i>)	JA002011- JA002013	33
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	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
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	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48- hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
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01-19-18	Transcript – Bench Trial (Day $3)^3$	JA005624- JA005785	80
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	Exhibit 5 – Summary of Fees	JA006589- JA006614	90
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	Exhibit 3 – Excerpt from David E. Parry's Deposition Transcript taken June 20, 2017	JA000473 JA00489	8
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01-10-18	Reply in Support of Motion for Reconsideration of Court's Order Granting Peel Brimley Lien Claimants' Partial Motion for Summary Judgment to Preclude Defenses Based on Pay-if- Paid Provisions on an Order Shortening Time	JA001561- JA001573	27
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	Trial Exhibit 29 - Email from J. Robbins to Subcontractors re: Billing Cut-Off for August Billing	JA002285	39
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	HELIX Related Exhibits:		41
	Trial Exhibit 46 - Helix Pay Application No. 16713-008R1 with Proof of Payment	JA002327- JA002345	41
	Trial Exhibit 47 - Helix Pay Application No. 16713-009R1 with Proof of Payment	JA002346- JA002356	41
	Trial Exhibit 48 - Email from R. Nickerl to B. Johnson Re: Work Suspension Directive	JA002357- JA002358	41
	Trial Exhibit 49 -Helix Pay Application No. 16713-010R2 with Proof of Payment	JA002359- JA002364	41/42
	Trial Exhibit 50 - Unconditional Waiver and Release re: Pay Application No. 8 with Copy of Payment	JA002365- JA002366	42
	Trial Exhibit 51 - Photo re: Building 8 & 9, South (No Exterior fixtures installed. Helix billed out at 90%)	JA002367- JA002368	42
	Trial Exhibit 52 -Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002369- JA002370	42
	Trial Exhibit 53 -Photo re: Building - 2 & 3, West (No Exterior fixtures installed. Helix billed out at 90%)	JA002371- JA002372	42

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 54 - Photo re: Building - 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002373- JA002374	42
	Trial Exhibit 55 - Photo re: Building 2 & 3, East (No Exterior fixtures installed. Helix billed out at 90%)	JA002375- JA002376	42
	Trial Exhibit 56 - Photo re: Building 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002377- JA002378	42
	Trial Exhibit 57 - Photo re: Building 2 & 3, and 8 & 9, North (No Exterior fixtures installed. Helix billed out at 90%)	JA002379- JA002381	42
	Trial Exhibit 58 - Helix Pay Application No. 16713-011R1 submitted to Owner	JA002382- JA002391	42
	Trial Exhibit 59 - Helix Pay Application No. 16713-011R1 given to Camco with Proof of Payment	JA002392- JA002405	43
	Trial Exhibit 60 - Helix Retention Rolled to Camco	JA002406- JA002415	43
	Trial Exhibit 61 - Unconditional Waiver and Release re: all Invoices through June 30, 2008 with Proof of Payment	JA002413- JA002415	43
	Trial Exhibit 62 - Photo re: Building 8 & 9, South	JA002416- JA002417	43
	Trial Exhibit 63 - Photo re: Building 2 & 3, West	JA002418- JA002419	43
	Trial Exhibit 64 - Photo re: Building 2 & 3, West	JA002420- JA002421	43
	Trial Exhibit 65 - Photo re: Building 2 & 3, South	JA002422- JA002423	43
	Trial Exhibit 66 - Letter of transmittal from Helix to APCO re: Helix Pay Application No. 16713-011R1	JA002424- JA002433	43
	Trial Exhibit 67 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002435- JA002436	43

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 68 -Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002437- JA002438	43
	Trial Exhibit 69 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002439- JA002440	43
	Trial Exhibit 70 - Photo re: Building 8 & 9, South (No exterior fixtures installed. Helix billed out 90%)	JA002441- JA002442	43
	Trial Exhibit 71 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002443- JA002444	43
	Trial Exhibit 72 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002445- JA002446	43
	Trial Exhibit 73 - Photo re: Building 8 & 9, West (No exterior fixtures installed. Helix billed out 90%)	JA002447- JA002448	43
	Trial Exhibit 74 - Photo re: Building 2 & 3, East (No exterior fixtures installed. Helix billed out 90%)	JA002448- JA002449	43
	Trial Exhibit 75 - Unconditional Release re: Pay Application No. 16713-011R1 with Proof of Payment	JA002450- JA002456	43
	Exhibit 77 - Helix Statement of Facts Constituting Notice of Lien and Third- Party Complaint		43
	Zitting Brothers Related Exhibits:		
	Trial Exhibit 100 - Check No. 14392 payable to Zitting (\$27,973.80); Progress Payment No. 7	JA002495- JA002497	44
	Trial Exhibit 101 - Email from R. Nickerl to R. Zitting re: Change Orders	JA002498- JA002500	44
	Trial Exhibit 102 -Email from L. Lynn to J. Griffith, et al. re: Change Order No. 00011 "pending"	JA002501- JA002503	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 103- Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour	JA002504- JA002505	44
	Trial Exhibit 104 - Email from R. Zitting to R. Nickerl re: change orders adjusted to \$30 per hour with copies of change orders	JA002506- JA002526	44
	Trial Exhibit 105 - Ex. C to the Ratification – Zitting Quotes	JA002527- JA002528	44
	Trial Exhibit 106 - Unconditional Lien Release – Zitting (\$27,973.80)	JA002529	44
	Trial Exhibit 108 - Photo of Video (Construction Project)	JA002530- JA002531	44
	Trial Exhibit 109 - Photo of Video (Construction Project)	JA002532- JA002533	44
	Trial Exhibit 110 - Photo of Video (Construction Project)	JA002534- JA002535	44
	Trial Exhibit 111 - Photo of Video (Construction Project)	JA002536- JA002537	44
	Trial Exhibit 112 - Photo of Video (Construction Project)	JA002538- JA002539	44
	Trial Exhibit 113 -Photo of Video (Construction Project)	JA002550- JA002541	44
	Trial Exhibit 114 -Photo of Video (Construction Project)	JA002542- JA002543	44
	Trial Exhibit 115 - Progress Payment No. 9 Remitted to Zitting	JA002544- JA002545	44
	Trial Exhibit 116 - Ratification and Amendment of Subcontract Agreement between Buchele and Camco	JA002546- JA002550	44
	Trial Exhibit 117 - C to the Ratification	JA002551- JA002563	44
	Trial Exhibit 118 - Q&A from Gemstone to subcontracts	JA002564- JA002567	44
	Trial Exhibit 119 - Check No. 528388 payable to APCO (\$33,847.55) – Progress Payment No. 8.1 and 8.2	JA002568- JA002571	44

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 120 - Tri-City Drywall Pay Application No. 7 to APCO as submitted to Owner. Show percentage complete for Zitting	JA002572- JA002575	44/45
	Trial Exhibit 127 - Photo of Video (Construction Project)	JA002576- JA002577	45/46
	Trial Exhibit 128 - Photo of Video (Construction Project)	JA002578- JA002579	46
	Trial Exhibit 129 - Photo of Video (Construction Project)	JA002580- JA002581	46
	Trial Exhibit 138 - Memo from Scott Financial to Nevada State Contractors Board Re: Explanation of Project Payment Process	JA002582- JA002591	46
	Trial Exhibit 152 -Terms & Conditions modified by APCO, Invoices and Check Payment	JA002592- JA002598	46
	National Wood Products Related Exhibits:		
	Trial Exhibit 160 - Documents provided for settlement	JA002599- JA002612	46
	CAMCO Related Exhibits:		
	Trial Exhibit 163 - Camco Pay Application No. 12 to Gemstone	JA002613- JA002651	46/47
	Trial Exhibit 165 - Letter from D. Parry to A. Edelstein re: Gemstone losing funding for project	JA002652- JA002653	47
	Trial Exhibit 166 - Letter from D. Parry to G. Hall re: withdrawal of funding	JA002654 JA002656	47
	Helix Related Exhibits:		47
	Trial Exhibit 169 - Helix Exhibit to Standard Subcontract Agreement with Camco	JA 002665 JA002676	47/48
	Trial Exhibit 170 - Subcontract Agreement between Helix and Camco (unsigned)	JA002677- JA002713	48

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 171 - Work Order No. 100	JA002714- JA002718	48
	Trial Exhibit 172 - Letter from J. Griffith to Victor Fuchs Re: Gemstone's intention to continue retention of Helix w/copy of Ratification and Amendment of Subcontract Agreement	JA002719- JA002730	48
	Trial Exhibit 173 - Helix Pay Application No. 16713-012 to Camco with proof of payment	JA002731- JA002745	48
	Trial Exhibit 174 - Helix Change Order Request No. 28	JA002746- JA002747	48
	Trial Exhibit 175 - Change Notice No. 41	JA002748- JA002751	48
	Trial Exhibit 176 - Helix Pay Application No. 16713-013 to Camco	JA002752- JA002771	48/49
	Trial Exhibit 177 - Helix Pay Application No. 16713-014 to Camco	JA002772- JA002782	49
	Trial Exhibit 178 - Camco's letter to Helix rejecting Pay Application No. 16713-015 with attached copy of Pay Application	JA002783 JA002797	49
	National Wood/Cabinetec Related		
	Exhibits: Trial Exhibit 184 - Ratification and Amendment of Subcontract Agreement between CabineTec and Camco (fully executed copy)	JA002798-	49
	General Related Exhibits:		
	Trial Exhibit 218 - Camco/Owner Pay Application No. 11 w/Backup	JA002826- JA003028	50/51/52
	Trial Exhibit 220 - Camco/Owner Pay Application No. 12 w/Backup	JA003029- JA003333	52/53/54/55
	Trial Exhibit 313 - Letter from A. Edelstein to R. Nickerl re: NRS 624 Notice	JA003334- JA003338	55
	Helix Trial Exhibits:		

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57/ 58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733- JA003813	60/61
	Trial Exhibit 510 - Unsigned Subcontract	JA003814- JA003927	61/62
	Trial Exhibit 512 - Helix's Lien Notice	JA003928- JA004034	62/63
	Trial Exhibit 522 - Camco Billing		63/64/65/66/6 7/
		JA004035- JA005281	68/69/70 /71/72 /73/74/75/ 76/77
01-17-18	Transcript Bench Trial (Day 1) ⁵	JA001668- JA001802	29/30
	Trial Exhibit 1 - Grading Agreement (<i>Admitted</i>)	JA001803- JA001825	30
	Trial Exhibit 2 – APCO/Gemstone General Construction Agreement (Admitted)	JA001826- JA001868	30
	Trial Exhibit 3 - Nevada Construction Services /Gemstone Cost Plus/GMP Contract Disbursement Agreement (Admitted)	JA001869- JA001884	30
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone (<i>Admitted</i>)	JA001885- JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001975- JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work (<i>Admitted</i>)	JA001979- JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) (<i>Admitted</i>)	JA001981- JA001987	32

⁵ Filed January 31, 2018

Date	Description	<u>Bates</u> Number	<u>Volume(s)</u>
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) (<i>Admitted</i>)	JA001988- JA002001	32
	Trial Exhibit 14 - Letter from W. Gochnour to Sean Thueson Re: [APCO's] Response to [Gemstone's] Termination for Cause (<i>Admitted</i>)	JA002002- JA002010	33
	Trial Exhibit 15 - Letter from R. Nickerl to A. Edelstein Re: 48-Hour Notices (<i>Admitted</i>)	JA002011- JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks (<i>Admitted</i>)	JA002014	33
	Trial Exhibit 23 - APCO Subcontractor Notice of Stopping Work and Letter from J. Barker to A. Edelstein Re: Notice of Stopping Work and Notice of Intent to Terminate Contract (<i>Admitted</i>)	JA002015- JA002016	33
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record (<i>Admitted</i>)	JA002017- JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks (<i>Admitted</i>)	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment (<i>Admitted</i>)	JA002025- JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP (<i>Admitted</i>)	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner (<i>Admitted</i>)	JA002082- JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement (<i>Admitted</i>)	JA002121- JA002146	35

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO (<i>Admitted</i>)	JA002147- JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice (<i>Admitted</i>)	JA002177- JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice (<i>Admitted</i>)	JA002182- JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors (<i>Admitted</i>)	JA002186- JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions (<i>Admitted</i>)	JA002189 – JA002198	36
01-18-18	Transcript – Bench Trial (Day 2) ⁶	JA005284- JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) (<i>Admitted</i>)	JA005371- JA005623	78/79/80
01-19-18	Transcript – Bench Trial (Day 3) ⁷	JA005624- JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint (<i>Admitted</i>)	JA005786- JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone (<i>Admitted</i>)	JA005802- JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO (<i>Admitted</i>)	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec (Admitted)	JA005806-	80

⁶ Filed January 31, 201879 ⁷ Filed January 31, 2018

Date	Description	<u>Bates</u> <u>Number</u>	<u>Volume(s)</u>
	Trial Exhibit 536 – Lien math calculations (handwritten) (<i>Admitted</i>)	JA005807- JA005808	80
	Trial Exhibit 804 – Camco Correspondence (<i>Admitted</i>)	JA005809- JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien (<i>Admitted</i>)	JA005817- JA005819	81
01-24-18	Transcript – Bench Trial (Day 5) ⁸	JA005820- JA005952	81
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300- JA007312	100/101

⁸ Filed January 31, 2018



#215 6661 DIXE HWY, SUITE 4 . LOUISVILLE KY 40258 service.mrowheadwater.com

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Customer Service: 1-800-950-9393

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CRAIGC Approved 8/18/2008

ALEXED Approved 8/19/2008

A Service Charge of 1-1/2% per month (16% annually) will be charged on any balance Past Due.

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FREIGHT	.00
MISC CHARGES	.00
HDLG CHARGES	8,95
SALES TAX-STATE	. 69
SALES TAX-COUNTY	.00
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INVOICE TOTAL	355.84

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HELIX-TR-EX-522-0042

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CAMCO-MW 00087

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HELIX-TR-EX-522-0043

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HELIX-TR-EX-522-0044

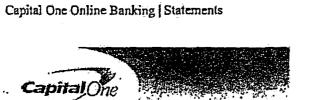
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JA004080

CAMCO-MW 00088

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Page 1 of 3



Prev Bala	ious Payments nee & Credits	CHARGE Transactions , New Section	Minimum Due Date Payment	· • • •
\$4,00	4.70 - \$1,000.00	+ \$27.88 + \$892.54 = \$3,925.12	\$117.00 June 10, 2008	
1 mpg	mani appoynt disclosures			
Your	Account information		•	
	11, 2008 - May 10, 2008			
•.	AL REVOLVING CREDIT			÷
	AL AVAILABLE REVOLV			
1.	DIT LINE FOR CASH			
	LABLE CREDIT FOR CA	SH		
1				
	rds Summary	· .	•	
	ous available balance:		8,797	,
	nd this period: Lis transactions posted d	uring this billing cycle)	1,121	
	tments this period:		0	
Reda	emed this period:		0	
Forle	led this period:		Ď.	
Availa	ible Balance:	. ,	9,918	
Paym	enis, Credils & Adjustme	nis	•	
• .	Date	Description	Amount	
1	April 14, 2008	ELECTRONIC PAYMENT	\$1,000.00-	
Trans	aclions	· · ·	•	
	Date	Description	Amount	
2 .	April 09, 2008	TROPICAL SMOOTHIE NV LAS VEGAS NV	\$8.37	
3	April 09, 2008	7-ELEVEN 32225 Q05 LAS VEGAS NV	\$49.21	
4	April 10, 2008	WAL-MART #5269 LAS VEGAS NV] -/]	5 7 \$134.05	
5	April 11, 2008	TECH MAIL LAS VEGAS NV	MATTUS \$6.85	
6	April 11, 2008	LOWES #01703" LAS VEGAS NV	\$110.78	
7	April 11, 2008	DUTBACK #3220 LAS VEGAS NV	\$72.83	
8	April 11, 2008	STAR BRITE CLEANERS#2 LAS VEGAS NV	\$17.50	
9	April 12, 2008	REDBOX DVD 012-9763 OAK BROOK TR IL	\$1-08	
10	April 14, 2008	7-ELEVEN 32225 Q05 LAS VEGAS NV	\$51.74	
11	April 16, 2008	TAHITIAN TAN LLC LAS VEGAS NV	\$20.00	
12	April 17, 2008	VONS Store00015881 LAS VEGAS NV	\$3.50	
13	April 18, 2008	ZEN JUICE LAS VEGAS NV	\$14.09	
14	April 18, 2008	ZEN JUICE LAS VEGAS NV	\$5.31	
15	April 20, 2008	WAL-MART #5269 LAS VEGAS NV	\$27.49	
16	April 21, 2008	TECH MAIL LAS VEGAS NV	\$24.65	
17	April 21, 2008	WAL-MART #5269 LAS VEGAS NV	\$3.00	
18	April 21, 2008	EL POLLO LOCO #6024 LAS VEGAS NV	\$11.49	

https://servicing.canitalone.com/C1/Accounts/statementsDetail aspx?index=1&accountind 6/2

ind 6/24/2008

CAMCO-MW 00089

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HELIX-TR-EX-522-0045

			_		
		PLEASE REMIT TO: P.O. BOX 52581	INC BRANCH LOCATION	CONTRACT TYPE:	4 WEEK BILL
	SUNSTATE Equipment Co.	PHOENIX, AZ 85072-2581 www.sunstatesquip.com	702-565-1234 AFTER HR4:(702) 467-8299	PO #: M/ JOB #: M/	4158580-005 INHATTAN WEST INHATTAN WEST IN/SS/730/TIM/SC
• •				DATE/TIME OUT:	3/26/08 7:00 AM 8/06/08
••••••••••••••••••••••••••••••••••••••			• • • • •	MIN OF	-00000 -1800.026 -1800.026
	ORDERED BY;	<u>,</u>	TERRITORY: 204	PROCESSED BY: C	YCLE BILL
	LINSTRUCTIONS: RYA	SELL & FT APACHE, LAS VEGAS N 614-3193 JOB: MANHATTAN WES	CENSE PLATE:	RETURN LOC:	
I	and the second second second second second second second second second second second second second second second	ULL WHEELS ***** AL RATES ARE FOR EACH ITEN	AND DO NOT INCLUDE	FUEL OR DELIVERY,	PAGE: 1 OF 1
		TDESCRIPTION		RATES WEEK 4 WEEKS	EXTENDED
1	RATES AR	SDG65TS HR DUT: E FOR 10HRS USE PER DAY, EAD THE EXCESS USAGE CHA	6888.00 HR IN: 50HRS PER WEEK; A		1545.00 TH.
		HOUR METER IN			
			: DATE:		
1		TOTAL HRS USED D 6-4 TWIST LOCK	12.00	46.00 138.00	139.00
	S ITEMS: y Item number 1 ENV		Unit Price EA 6.500		6.50
	ENVI RONMEN	JAL FEE		ved 8/18/2008	
·	THIS I	S YOUR INVOICE,	ALEXED Approv	BY INVOICE	
			•	SUB TOTAL	1690.50
BIL	ED FOR FOUR WEEKS	7/16/08 THRU 8/13/08 07:00 AM		AGE WAIVER: TAX: AMOUNT DUE:	235.76 149.28 2075.54
	RENT	CONTINUES UNTIL YOU CALL 702	-565-1234 TO HAVE EQUIF		
•					
• TEAM	STOMER SIGNATURE	HOF THE FOLLOWING MONTH). SERVI			DATE
PAST CUSTI SECUI A SER THE E WARN RESUI	DUE ACCOUNTS. DMER AGREES THAT DAMA ITY GUARD WHEN NOT IN VICE/CLEANING CHARGE N NVIRONMENTAL FEE IS NO ING: UNLAWFUL FAILURE T.	GE AND THEFT WAIVER IS VOIDED IF E USE IAY RESULT DUE TO EQUIPMENT BEINI T REGULATED NOR COLLECTED BY OF TO RETURN RENTED PROPERTY MAY E	OUIPMENT IS NOT KEPT IN A 3 RETURNED DAMAGED OR IN 1 FOR ANY GOVERNMENTAL A 16 A FELONY. FINES, CRIMINAL	Locked Enclosure or Pr Ineed of Excessive Clean Igency. L Prosecution, And/or Im	otected by a Ing. Prisonment could
≠Hλ 20	INUNG ABOVE I AGREE TO T	TERMS ON FRONT AND BACK OF THIS I	don (ract. I also acknow)	EDGE RECEIVING INSTRUCT	

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Page 1 of 3

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	From: Tam Calhoun		
	Sent: Friday, August 29, 2008 4:53 PM		
	To: Lynn Demann	•	
	Subject: FW: filing cabinets		-
··· ·	Lynn-	en an	₩3 - ,2 4/1// 9/8 90 1, - 1
	I need a check cut on Monday for \$500, made payable to Joseph Ricci. This is Thank you!	s for filing cabinets	for the trailers.
			MW OH
	From: Joseph N Ricci [malito:joericci@libertyrealty.com]		10-00-1
	Sent: Friday, August 29, 2008 3:42 PM To: Tami Calhoun Subject: RE: filing cabinets		61-
	Only one of those has a hole in it, but without the two and with d		out \$500
	inclusive of all charges, if so I would take a check please make it	payable w.	
	Joseph Ricci		•
	Can I deliver on a Saturday or do you need it done on a business	day?	
	Thank You,		
	Joseph N Ricci / COO	1 - A	
	Liberty Realty Inc. 2920 S Durango Dr		
	Las Vegas, NV 89117		
	702-988-1000		
	From: Tami Calhoun [mailto:TrC@gemstonedev.com]		
	Sent: Friday, August 29, 2008 2:41 PM	,	•
	To: Joseph N Ricci Subject: RE: filing cabinets		
		** ** *	
	If we were to take all but the two with holes, delivered asap to 9121 west Russe here and what would be the total including delivery? Our option is check or cred	il ro, now soon ca lit card only.	n you get them
	Please let me know. Thank you!		
	Tami		.4
	8/29/2008		
		CAMER	-MW 0009:

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Page 2 of 3

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From: Joseph N Ricci [mailto:joericci@libertyrealty.com] Sent: Friday, August 29, 2008 9:58 AM To: Tami Calhoun Subject: RE: filing cabinets

Where is the delivery too? And when would you like them delivered? I can deliver for a small fee. Here is my offer as a recap: 3 units $42^{\prime\prime} \times 19 \ \frac{14^{\prime\prime}}{2} \times 28^{\prime\prime} @ \80 2 Units $42^{\prime\prime} \times 18^{\prime\prime} \times 27 \ \frac{16^{\prime\prime}}{2} @ \80 1 unit $36^{\prime\prime} \times 19 \ \frac{14^{\prime\prime}}{4} \times 28 \ \frac{12}{2} @ \60 1 unit $30^{\prime\prime} \times 28 \ \frac{12}{2} \ \times 19^{\prime\prime} @ \40

2 units 28" X 28" X 18" one with no lock (empty hole) \$40

Total \$580

But my discount CASH price would be \$540 plus delivery

So EXACTLY what do you request? I hope all of them!

Thank You,

Joseph N Ricci / COO Liberty Realty Inc. 2920 S Durango Dr Las Vegas, NV 89117 702-988-1000

From: Tami Calhoun [mailto:TrC@gemstonedev.com] Sent: Thursday, August 28, 2008 3:38 PM To: Joseph N Ricci Subject: RE: filing cabinets

We will take them. Are you able to deliver them? Also, the two larger ones as well.

From: Joseph N Ricci [mailto:joericci@libertyrealty.com] Sent: Thursday, August 28, 2008 11:12 AM To: Tami Calhoun Subject: RE: filling cabinets

\$60 each?

Thank You,

8/29/2008

CAMCO-MW 00092

HELIX-TR-EX-522-0048

Page 3 of 3

Joseph N Riccl / COO Liberty Realty Inc. 2920 S Durango Dr Las Vegas, NV 89117 702-988-1000

From: Taml Calhoun [mailto:TrC@gemstonedev.com] Sent: Thursday, August 28, 2008 9:55 AM To: Joseph N Rkci Subject: RE: filing cabinets

How much for the middle ones if we were to take 2?

From: Joseph N Ricci [mailto:joericci@libertyrealty.com] Sent: Thursday, August 28, 2008 9:44 AM To: Tami Calhoun Subject: filing cabinets

Here are pictures of what I have , it shows three sizes I have 4 of the larger ones and two each of the other sizes. As I said the large ones I would ask \$80 the others are negotiable.

They are at the address below and I can be contacted at either the office (below) or cell #702-767-9962

Thank You,

Joseph N Ricci / COO Liberty Realty Inc. 2920 S Durango Dr Las Vegas, NV 89117 702-988-1000

No virus found in this outgoing message. Checked by AVG. Version: 7.5.526 / Virus Database: 270.6.13/1641 - Release Date: 8/29/2008 7:07 AM

8/29/2008

CAMCO-MW 00093

HELIX-TR-EX-522-0049

Las Vegas Pipeline 181 N. Gibson Rd. Henderson, NV 89014 Phone: 702-363-1006 Fax: 702-367-1007

License #0060688

Owner:

Camco Pacific 2925 E. Patrick Lane, Suite G Las Vegas, NV 89120

Application For Payment On Contract

Original Contract:	520,000.00
Net Change by Change Orders:	1,634,102.01
Contract Sum to Date:	2,154,102,01
Total Complete to Date:	1,951,395.29
Total Retained:	195,139.53
Total Earned Less Retained:	1,756,255.76
Less Previous Billings:	1,595,880.56
Current Payment Due:	160,376.80
Balance on Contract:	397,848.25

30

Job Location: Manhattan West

Contractor's Certification of Work

The undersigned contractor certifies that, to the best of the contractor's knowledge, the work on the above named job has been completed in accordance with the plans and specifications to the level of completion indicated on the attached schedule of completion.

Date: 09/04/08 Contractor

Application No: 9 (Revised 09/11/08)

Date: 9/4/2008

Period Ending: 8/31/2008

HELIX-TR-EX-522-0050

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Progress Billing

510=

751

Las Vegas Pipeline

Man	h	an' 1	Almo	
wan	nau	an v	Nes	r –

Manhattan West					-		•	A F	pplication No; (eriod Ending: () 3/31/2008
Base Bid Contract 1 Site Utilities	Contract Amount 520,000.00	Change Amount	Previous \$ Complete 514,800.00	Current % CTD 99.00	Current \$ Complete 0.00	Stored Material 0.00	Construction Deposit 0.00	Total Complete 514,800.00	Balance \$ 5,200.00	Retained \$ 51,480.00
2 Change Order #1 3 Change Order #2 4 Change Order #3 5 Change Order #4 6 Change Order #5 7 Change Order #6 8 Change Order #7 9 Change Order #8 10 Change Order #9	t&M nte	56,484.00 425,50 99,566.00 84,132.11 431.25 375,552.50 197,380.00 309,991.00 35,035.00	50,835,60 425,50 0,00 67,305,69 431,25 292,930,95 197,380,00 309,991,00 1,051,05	90.00 100.00 68.86 100.00 100.00 87.00 100.00 100.00 100	0.00 0.00 68,561.15 16,826.42 0.00 33,799.73 0.00 0.00 33,983.95	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00	50,835.60 425.50 68,561.15 84,132.11 431.25 326,730.68 197,380.00 309,991.00 35,035.00	5,648.40 0.00 31,004.85 0.00 0.00 48,821.83 0.00 0.00 0.00	5,083.56 42.55 6,856.11 8,413.21 43.13 32,673.07 19,738.00 30,999.10 3,503.50
11: Pending Change Or See breakdown belo		475,104.65	292,249.59	0.00	70,823.42	0.00	0.00	363,073.01	112,031.65	36,307,30
	520,000,00	1,634,102.01	1,727,400.53		223,994.66	0.00	0.00	1,951,395.29	202,706.72	195,139.53
Pending Changes								8 ⁵		
NPC Conflict Lift Station Increase Permit - CCBD SL/FAST Encr Permit Hydrant Encasement NPC Sperta Install 2" conduit Low Voltage NPC future stubouts Revision 3 Add (Byr Hualapal/Quait	5	6,590.00 821.12 3,867.95 31,910.00 1,638.75 1,128.00 1,712.00 5,153.50 13,000.00 97,709.19 13,845.00 48,929.00 7,686.00	6,590.00 0.00 3,867.96 15,955.00 1,638.75 1,128.00 1,712.00 5,153.50 13,000.00 97,709.19 13,845.00 0.00 7,686.00	100 0 100 50 100 100 100 100 100 100 100	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	6,590.00 3,867.96 15,955.00 1,538.75 1,128.00 1,712.00 5,153.50 13,000.00 97,709.19 13,845.00 48,929.00 7,686.00	0.00 821.12 0.00 15,955.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	659,00 0.00 386,80 1,595,50 163,88 112,80 171,20 515,35 1,300,00 9,770,92 1,384,50 4,892,90 768,60

CAMCO-MW 00095.

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HELIX-TR-EX-522-0051 .

JA004087

Building #9 SEC	4,789.74	4,789.74	100	0.00	0.00	0.00	4,789.74	0.00	470.07	
Building #8-9Trans	4,380.97	4,380.97	100	0.00	0.00	0.00			478.97	
Building #9 SWC	11,931.48	11,931.48	100	0.00	0.00	0.00	4,380.97	0.00	438.10	
Building #2	2,108.75	2,108.75	100				11,931,48	0.00	1,193.15	
Building #3	2,108.75			0.00	0.00	0.00	2,108.75	0.00	210.88	
	• • · ·	2,108.75	100	0.00	0.00	0.00	2,108.75	0.00	210.88	
Hydrant Repair	370.89	370.89	100	0.00	0.00	0,00	3,70.89	0.00	37.09	
Building #8 NEC	8,462.76	8,462.76	100	0.00	0.00	0.00	8,462.76	0.00	846.28	
Building #8 NWC	14,802.56	14,802.56	100	0.00	0.00	0.00	14,802.56	0.00	1,480.26	
WRG Delta 2,3	126,045.55	37,813.67	30	0.00	0.00	0.00	37,813.67	88,231.89	3,781.37	
Building #7 NPC	4,525,17	4,525.17	100	0.00	0.00	0.00	4,525.17	0.00	452.52	
COR#1 Trench Plate	22,500.00	22,500.00	100	0.00	0.00	0.00	22,500.00	0.00	2,250.00	
COR#1 Phase II	10,169.45	10,169.45	100	0.00	0.00	0.00	10,169,45	0.00	1,016.95	
Lift Station Increase 2	2,023.64	0.00	0	0.00	0.00	0.00	0.00	2,023.64	0.00	
Pullbox repair	1,269.99	0.00	100	1,269.99	0.00	0.00	1,269,99	0.00	127.00	
Hydrant Repair 07-01	454.24	0.00	100	454.24	0.00	0.00	454.24	0.00	45,42	
T5&6 to #7 Power	16,334.71	0.00	100	16,334.71	0.00	0.00	16,334.71	0.00	1,633.47	
Hydrant Repair 07-30	444.24	0.00	100	444.24	0.00	0.00	444.24	0.00	44.42	
Hydrant Repair 08-01	444.24	0.00	100	444.24	0.00	0.00	444.24	0.00	44.42	
Riser Flush T&M NTE	5,000.00	0.00	0	0.00	0.00	0.00	0.00	5.000.00	0.00	
Haulapal/Patrick	1,477.00	0.00	100	1,477.00	0.00	0.00	1,477.00	0.00	147.70	
Russel Box Reloca	1,470.00	0.00	100	1,470.00	0.00	0.00	1,470.00	0.00	147.00	
	475,104.65	292,249.59	,	70,823,42	0.00	0.00	363.073.01	112.031.65	36.307.30	

CAMCO-MW 00096

HELIX-TR-EX-522-0052

70000 WM-00MAD

Date	Foreman	Operator	Laborer	Excavator	Loader	Hoe-Ram	Water Trk	Compactor	
6-Aug		12		6			. 0		
			10	10	10	10	10		
12-Aug						10.5	10.5	1	
13-Aug	10.5	21	10.5	10.5	10.0				
14-Aug	ģ	9	. 9	9	9	8	8	i i	
			6	6	6	6	6		
18-Aug				.			4	2	
19-Aug	- 8	16	8	2			1	E.	

Tank set in place on 8-19. Crane provided by APCO

• #*.9

Veallo

Invoice Professional Doors & Millworks, LLC

Invoice Number: 0024032-IN Invoice Date: 8/19/2008

Customer Number: CAMCOUT

Sold To: CAMCO PACIFIC 2925 E. PATRICK LANE STE G LAS VEGAS, NV 89120 Confirm To:

2951 Marion Ste 101

(702) 643-8268

Las Vegas, NV 89115

Customer P.O.		Terms Net 30	•
•	Description		Amount
DOORS & FRAMES	MATERIAL BLDG 2 GARAGE	5407.54	(++ 040.00
			\$4,248.20 \$3,965.30
	BLDG 2 LEVEL 1		
;	BLDG 3 GARAGE		\$2,851.28
	BLDG 3 LEVEL 1		\$3,965.30
	BLDG 7 GÄRAGE		\$1,333.00
:	BLDG 7 LEVEL 1	· ·	\$1,595.40
	BLDG 7 LEVEL 2		\$4,410.00
	BLDG 7 LEVEL 3	•	\$4,410.00
•	BLDG 7 LEVEL 4	:	\$4,410.00
	BLDG 7 LEVEL 5		\$4,410.00
	BLDG 7 LEVEL 6		\$4,410.00
¢ .	BLDG 7 LEVEL 7		\$4,410.00
	BLDG 7 LEVEL 8		\$4,410.00
	BLDG 7 LEVEL 9	· · · · · · · · · · · · · · · · · · ·	\$3,096.20
	BLDG 8 LEVEL 1		\$1,421.85
	BLDG 8 LEVEL 2		\$1,421.85
	BLDG 8 LEVEL 3		\$1,421.85
• ų • • •	BLDG 8 LEVEL 4	ne man an anna a sharin ann ain. 'S ann ann i ri ann an anna an an anna Agranama a dunan anna anna anna anna anna mar na anna dan anna a anna anna d	\$1,421.85
	BLDG 9 LEVEL 1		\$1,421.85
	BLDG 9 LEVEL 2		\$1,421:85
	BLDG 9 LEVEL 3		\$1,421.85

Ship To:

THE WEST MANHATTAN CONDOMINIUM WEST RUSSELL ROAD

AND ROCKY HILL STREET

LAS VEGAS, NV 89148

626-4917.71/37480

CAMCO-MW 00098

Continued

HELIX-TR-EX-522-0054



ThyssenKrupp Elevator 2455 E. Parley's Way, Suite 110 Salt Lake City, Utah 84029 Phone: (888) 844-5438 Fax: (801) 487-6178 INVOICE



Invoice # 914826

BIII To: APCO CONSTRUCTION 3432 NORTH 5TH STREET NORTH LAS VEGAS, NV 89032

Location: MANHATTAN WEST CONDOS

	8903	2			• •	10250200	22 00	
Date	08/26/08	Terms	Net 30 Days	Route	Job# 86-DEFAL	105EX78	00-95	1
Inv#	914826	PO#	•	Contract #		4	Туре	Construction
Line	Description				Taxable	Measure	Price	Amoun
الناية البريدية المتعاقد فيعن	1 ORIGINAL CO	ONTRACT	PRICE		No	Each	1,162,976.00	\$1,162,976.00
	2 CHANGE ORI	DERS					63,635.00	\$63,535.00
	REVISED COI	NTRACT A	MOUNT					\$1,226,611.00
	LESS AMOUN	IT BILLED	(NET) TO APCO C	ONST.				668,801.70
	NEW CONTRA	ACT AMOU	JNT			1		\$557,809.30
	AMOUNT CO	MPLETED	to date (on nev	W CONTRACT)		:		54,219.00
	LESS RETENI	ION						\$5,421.90
¥.	LESS PREVIO		icates of paym D	ENT				\$0.00
	NET AMOUNT	T DUE ANI	PAYABLE	•				\$48,797.10
				•••• 4			4 	
~ · · ·				•		1	Taxable	\$0.00
		· · · · ·	ding your billing, p				Non-Taxable	\$48,797.10
Laurie H	aney - Regional J	sund Ana	yst @ (888) 844-54	38 LXL 228		1	Sub-Total	\$48,797.10
							Sales Tax TOTAL	\$0.00
			المترجيب ويستنقف محمد بمسيد ميزار الطريا التب	wie wie werden einen der	ويستجرب والمتعادي		IVIAL	\$48,797.10

Remit to:	Location #	105EX7865-95 MANHATTAN WEST CONDOS
ThyssenKrupp Elevator		ی اور به و به و به یک به میشود در از شار باش میشود. این اور به و به و به یک به میشود در از شار باش میشود و باش از باش میشود از میشود از میشود و باش میشود و باش و ب
2455 E PARLEYS WAY SUITE 110	Invoice#	914826
SALT LAKE CITY, UT 84109		
Phone: (888)844-5438 Fax: (801) 487-6178	Amount	\$48,797.10
	Paid	S

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PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE.

HELIX-TR-EX-522-0055

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ELALANCE TO FINISH, INCLUDING RETAINAGE (Line 2) Jase Line 6) CITANCE ORDER GLANNARY FORMEE ORDER GLANNARY FORMER STORMARY FORMER STORMARY FORMER FORME	Total Radiange (The Sa Sb of total in calumn) on GTOS)	 S. CONTRACT BUN TO DATE (Like 1 +1-2)	CONTRACT FOR: #//68-36	APPLICATION AND CERTIFICATE FOR PAYMENT DOCUM TO COMPACTOR: BUCHELE, NO. PROJECT: The LOCAL POLEOX 570025 FROM CONTRACTOR: LAS VEGAS, NEVADA 89157-0025 VA ARCHITECT
AMOUNT CERTIFIED	Ny Commission and res: ARCHITECT'S CERTIFICATE FOR PAYMENT In according with the Conned Coursenil, based on anytic observation and data computing the approxim, the Average's based on anytic observation and the spin-ship of the accordence with the Costing to Decisionality, and the Contracted the andided to payment of the Alexandre Centrificto.	Ey: Date: State st: NEVADA County of: CLARK Subscribed and evenn to before me this day of, 2008. Notary Public:	The underlight contention certifies that is in the induced of the Contractor's insufering a little nation and based the West covered by this Appliedten for Performant has been completed in accordance with the Contract by this Appliedten for Performant has been been beid by the contractor for work for which previous that all empires have been beid by the many restriction constrained for Performants wave been beid by the name restricts covered for that ourself performents have been and pay- many restricts covered for the ourself performent for the been and pay- needs restricts covered for the ourself performent performent in man due. COMTRACTOR:	CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR
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Ine Items may apply D. WORK FROM PREVIOUS APPLICATIONS (D + E) \$ \$ \$ \$ \$	COMPLETED	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F) \$ 20,000- \$ /23,500-	% {GJC} #DIV/01 #DIV/01	H BALANCE TO FINISH (C-9) \$-77700	RETAINAGE (IF VARIABLE RATE)
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HELIX-TR-EX-522-0057

CAMCO-WW 00107 : HDN

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· · ·	BUCHELE INC. P.O. Box 570025 Las Vegas, Nv. 89157-0025 Ph. 702 656-5383 Fax 656-4665	Ny.Lic. #46797 (SBE,NBE) Date: Aug. 18,08
TO: Apeo Construction Inc. Fax 736-3820 734-0396 Re: Billing for Manhattan We	est Project,	
1. Demolition of asphalt on F		\$20,000.00
and an an an an an an an an an an an an an	rd. & Rocky Hill rd. n Russell rd. & Rocky Hill rd. 000.00	\$115,000.00
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•		BUCHELE INC.	Nv.Lic.	#46797
•		P.O. Box 570025		1) 1 2 2 2 2 2
		Las Vegas, Nv. 89157-0025	(SBE,NE	BE)
	•	Ph. 702 656-5383		•
r*al		Fax 656-4665	Date: St	pt. 2,08
	TO: Camco Pacific		* A *	
, , ,	IU: Lamco Pacific	•	•	
•	Fax. 798-6655	•		
• •			· .	2.
	Atin: Yvonne Farren,		• •	
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•	Pay amplication no. 2. subt	nitted to Apco & Gemstone. Da	ed Aug. 18. 08 p	criod.
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HELIX-TR-EX-522-0059

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	ON AND CERTIFICATE FOR P	ATMENT	AIA DOCUM	ENT G702	PAGE ONE OF 1 PAGES 1	
O OWNER:	APCO CONSTRUCTION COMPANY 3432 NORTH 5TH STREET NO. LAS VEGAS, NEVADA 89032	PROJECT:	MANHATTAN WEST BUILDING #7 WEST RUSSELL ROAD & ROCKY HILL STREET	APPLICATION NUMBER: PERIOD TO; PROJECT NOS;	4 Distribution to: 08/25/08 OWNER ARCHITECT CONTRACTOR	
ONTRACTOR:	ACCURACY GLASS & MIRROR CO., INC 5145 SCHIRLLS LAS VEGAS, NEVADA 89118	ARCHITECT:		CONTRACT DATE:		
ONTRACTFOR	<u> </u>		-		alise	
pplication is ma continuation She	ORS APPLICATION FOR PAY de for peymant, as shown below, in connect et, AIA Document G703, is attached NTRACT SUM	ion with the Contract	Work covered by this applicatio	n for Payment has been comple d by the Contractor for Wook for	tractor's knowledge, information, and i ted in accordance with the Contract D which previous Certificates of Paymen It payment herein is now due.	ocument
. Net change by	Change Orders	\$1,101,581.00	CONTRACTOR:			
. CONTRACT S	UM TO DATE (Line 1 + 2)	. \$6,201,581,00	BY Des 107	Zm	Date: 08/25/08	
. TOTAL COMP (Column G on	LETE & STORED TO DATE	\$2,876,708.00			TAALKARAANALALAALISA!	
{Columns	Completed Work <u>\$257,870.</u> D + E on G7D3) Stored Material	<u>80</u>	State of: NEVADA County ol: CLARK Subscribed and sworn to befor me this 2577	day of AUGUST 20	Notary Public - State County of Cla NICHOLAS E LAN International L Not 93-05801 April 20, 200	itk IEK JR. Exploses
Total Retaina	iFon G703) ge (Line 5a + 5b or sharur 1 of G703)	\$287,670.80	Notary Public My commission expires:	- Childs / 04/20/09 (Jank	
TOTAL EARN	ED LESS RETAINAGE	\$2,689,037.20	ARCHITECT'S CERTIFICATE	FOR PAYMENT		
. LESS PREVIC	DUS CERTIFICATES FOR PAYMENTS	\$857,250.00	comprising this epplication, the Architect's knowledge, laforma	at Documents, based on on-sile a Architect certifies to the Owne tion and belief the Work has pro-	r that to the best of the ogressed as indicated, the	
. CURRENTP	AYMENT DUE	\$1,731,787.20	is entitled to payment of the Al	dance with the Contract Docum MOUNT CERTIFIED	atis) erta tita ciajitactor.	
B. BALANCE TO (Ung 3 less 1 CHANGE ORDE				carblised differs from the amoun and on the Continuation Sheet i		
Total changes a previous month Total approved	pproved in 1101681 by Owner his Month	.00	ARCHITECT:	····	3 2 2 2 2 2	
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and the second se	ATION SHEET			AIA DOCUMEN	T G703			PAGE 1 OF 1 P	AGES
ontaining Cor tabulations (t G702, APPLICATION AND CERTIFICATE FOR PAYMEN ntractors signed Cartification, is attached below, amounts are stated to the nearest dollar. on Contracts where variable rate mage for line items may a	• .	-		••	APPLICATION N APPLICATION D PERIOD TO PROJECT REFERENCE		4 08/25/08 08/25/08 MANHATTAN V BUILDING #7	ÆST
A	B	C	0	E	F	G	1	Н	
ITEM NO	DESCRIPTION	WORK CON SCHEDULED VALUES	PREVIOUS	THIS PERIOD	MATERIALS STORED NOT IN DE	TOTAL COMPLETED AND STORED	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1 2 3 4 6 8 7 8 8 10	MOBILIZATION SHOP DRAWINGS STOREFRONT MEATL / DOORS GLASS STEEL CUPS HANDRAILS CAULIONG EQUIPMENT RENTAL MISC SUPPLIES LABOR CHANGE ORDERS	73500.00 6500.00 1764608.00 741000.00 145000.00 510000.00 375000.00 225000.00 36392.00 1203000.00	8500.00 425000.03 10000.00 145000.00 12500.00 12500.00	30000.00	1359608.00 434600.00		100.0 100.0 60.0 100.0 0.1 18.4 27.4 9.0	0 0.00 0 0.00 0 298400.00 0 298400.00 0 510000.00 0 375000.00 9 182500.00 8 26392.00	178480.80 44460.00 14500.00 0.00 0.00 4250.00 1000.00
11	CHANGE ORDER #1	1101581.00	260800.00		-	250000.00	22.		
	Totals	6201561.00	952500.00	130000,00	-1784208.00	2876708.00		3324853.00	287870.80

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CAMCO-MW 00106

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

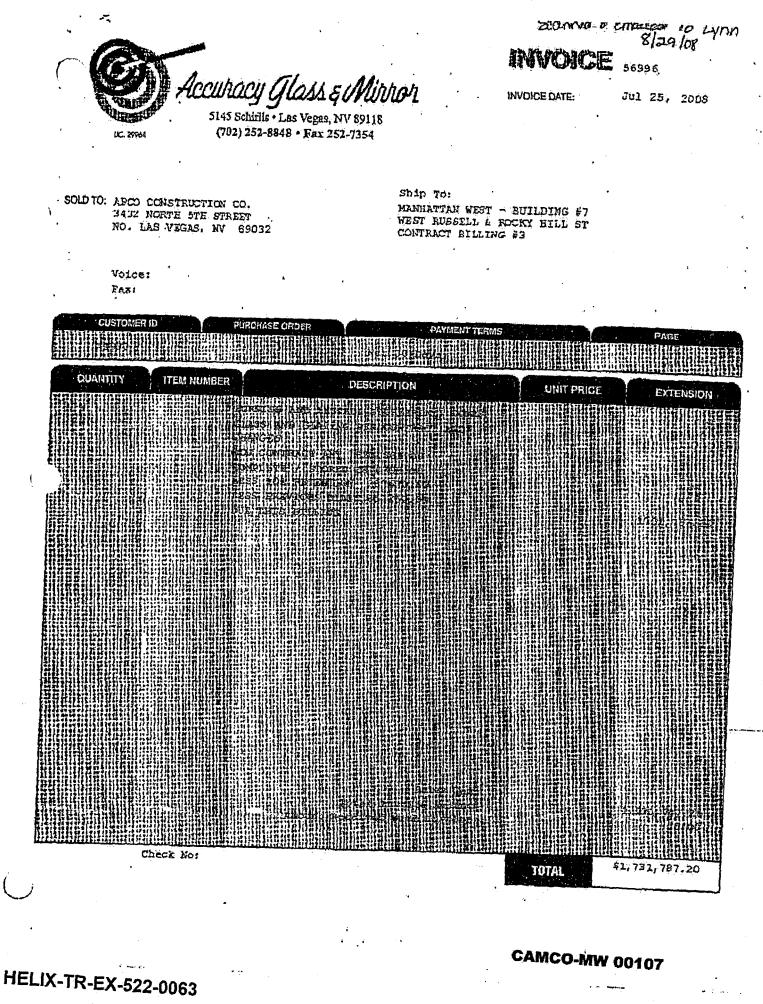
Property Name:	MANHATTAN WEST - BUILDING #7	
Property Location:	WEST RUSSELL ROAD & ROCKY HILL STREET	
Undersigned's Customer:	APCO CONSTRUCTION CO.	
Invoice/Payment Application Number:	CONTRACT BILLING #4	
Payment Amount:	\$1,731,787.20	•
Payment Period:	08/25/08	

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule, or statute related to payment rights that the undersigned has on the above Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Involce or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from the progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work equipment that are the subject of this waiver of lein.

Dated: AUGUST 25, 2008

ASS & MIRROR PO GI INC NICHOLAS E. LAMEK CONTROLLER



JA004099

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Apoo Construction 3432 N. 5th Street North Las Vegas, Nv. 89032 Attn; Shawn Bowne INVOICE# 16713-011R1

CUSTOMER # 1611

INVOICE DATE: 20-Aug-08 PERIOD THRU: 8/31/2008 OUR JOB NO.: 16713 JOB NAME: Manhattan West

YOUR JOB NO .:

793-794. 801.

DRIGINAL CONTRACT		. 13,230,000.00
CHANGE ORDER THROUGH #	•	394,\$37.00
CONTRACT AMOUNT TO DATE	a	13,624,837.00
GROSS BILLING	38%	5,140,207.11
PREVIOUSLY BILLED	•	4,768,307.11
GROSS CURRENT PERIOD	· ·	371,900.00 1
RETENTION	10%	37,190.00
NET AMOUNT DUE THIS PERIOD	· .	334,710.00
OUTSTANDING FROM PRIOR PERIOD	Inv#16713-010R2	510,255.00



3078 AE. Sunset Road, #9, Las Vegas, NV 89120 Tel (702) 732-1188 Fax (702) 782-4388 Nevada Contractor's Lisense #0053810

844,965

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HELIX-TR-EX-522-0064

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TOTAL AMOUNT DUE

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4. TOTAL COMPLETED & STORED TO DATE (Golunn G on G703) 5. RETAINAGE: a. 10% of Completed Work (Column D + E on G703) b. 10% of Stored Material 5. County Of: CLARK County Of: CLARK Subscribed and sworm to before me this 20th day of August, 2008 5. County Of: CLARK Subscribed and sworm to before me this 20th day of August, 2008	Page 1 of 2
Attr: Stawn Bowne VIA (ARCHITECT): CONTRACT DATE: ROM :: Helk/ Electric CONTRACT DATE: CONTRACT DATE: Statisticity Statisticity Contractor outputs Contractor outputs Contractor outputs CONTRACT OR! CONTRACT OR! Contractor outputs Contractor outputs Contractor outputs Contractor for Or Work for which previous Certificates for Payment and the correct outputs Contractor for Work for which previous Certificates for Payment and the correct outputs Contractor for Work for which previous Certificates for Payment and the correct outputs Contractor for Work for which previous Certificates for Payment and the correct outputs Contractor for Work for which previous Certificates for Payment and the correct outputs Contractor for Work for which previous Certificates for Payment and the correct outputs Contractor for Work for Work for Work for Work for Mole previous Certificates for Payment and the correct outputs Contractor for Work for Work for Work for Mole previous Certificates for Payment and the correct outputs Contractor for Work for Work for Work for Work for Work for Mole previous Certificates State Of: NEVADA Column F on Gross S 514.020.71 State Of: NEVADA Contractor for Course in the advent outputs Column F on Gross S 614.020.71 State Of: NEVADA Courty of: CLARK S. TOTAL EARNED LESS RETAINAGE S 4.02	(Second S
antractor 3078 E. Sunsel Rd., Slo#9 Las Yegas, NV 89120 NTRACT FOR: CONTRACT SUM PARTIAL CONTRACT SUM PARTIAL CONTRACT SUM PARTIAL CONTRACT SUM Stabson PARTIAL CONTRACT SUM PARTIAL CONTRACT SUM Stabson CONTRACT SUM Stabson CONTRACT SUM TO DATE (Line 1+2) Stabson Column G on G703) RETAINAGE: Column F on G703) Total Retainage (Line 5a + 6b or Total in Column 1 of G703) Column F on G703) Column F on G703) Column F on G703) CURRENT PAYMENT DUE BALANCE TO FINISH, PLUS RETAINAGE LABS PREVIOUS CERTIFICATES FOR PAYMENT ALANGE TO FINISH, PLUS RETAINAGE CHANGE TO FINISH, PLUS RETAINAGE CHANGE TO FINISH, PLUS RETAINAGE Stabson and the Stowner of the Achitect certified the Achitect stanswedge, information and bellef hor MONT CERTIFIED ALANCE OF FORENT SUM TO DATE (Line 1+2) Stabson applese: Total Retainage (Line 5a + 5b or Total in Courn to G703) CURRENT PAYMENT DUE BALANCE TO	CONTRACTOR
CONTRACTOR'S APPLICATION FOR PAYMENT The undersigned Contract Origination of the Section with the Contract. Indications made for Payment, as shown below, in connection with the Contract. Indications made for Payment, as shown below, in connection with the Contract. Indications made for Payment, as shown below, in connection with the Contract. Indication Sheet, AG Document G703, be strached. CONTRACT SUM State On The Owner, and that current payment shown below. CONTRACT SUM TO DATE (Line 1+2) State On The Owner, and that current payment shown below of G703) TOTAL COMPLETED & STORED TO DATE (Column 0 or G703) \$ State On RANNED LESS RETAINAGE (Column 0 or G703) \$ Total Retainage (Line 5a + 5b or Total in Column 1 of G703) Total Retainage (Line 5a + 5b or Total in Column 1 of G703) CURRENT PAYMENT DUE State On Charles Documents, based on on-sile data comprising the above application, the Architect curftled the Voit Contract Documents, based on on-sile data comprising the above application, the Architect curftled the Voit S in accordance with the Contract curftled to payment and the Architect curftled to base of the Architects knowledge, information and belief the Voit S in accordance with the Contrac	
natinuation Sheet, AlA Document G703, is stached. in accordances with the Contract Documents, that all amounts in Contractor for Work for which previous Certificates for Payment sho PARTIAL CONTRACT SUM \$ 13,230,000.00 Net charage by Change Orders 384,837.00 CONTRACT SUM TO DATE (Line 1+2) \$ 13,624,037.00 YOTAL COMPLETED & STORED TO DATE \$ 6,140,207.11 (Column G on G703) \$ 6,140,207.11 (Column F on G703) \$ 6,140,207.11 (Column F on G703) \$ 5,14,020.71 (Line 4 lass Line 5 Total) \$ 4,221,476.40 (Line 4 lass Line 5) \$ 4,221,476.40 (Line 4 lass Line 6) \$ 3,000,600 (Line 3 form phor Certificate) \$ 3,000,600 CURRENT PAYMENT DUE \$ 3,000,600 BALANCE TO FINISH, PLUS RETAINAGE \$ 8,000,650.600 (Lina 6 form phor Certificate) \$ 8,000,650.600 CHANGE STEMENARY A DDITIONS DEDUCTIONS \$ 8,000,650.600 <td>ractors knowledge, Infor-</td>	ractors knowledge, Infor-
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b. 10% of Stored Material (Column F on G703) Total Retainage (Line 5a + 5b or Total in Column I of G703) TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Cettificate) CURRENT PAYMENT DUE CURRENT PAYMENT DUE (Line 3 less Line 6) CURRENT PAYMENT DUE (Line 3 less Line 6) CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS DELUCTIONS	y Public, Slats of Nevada
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TOTAL EARNED LESS RETAINAGE \$ 4,626,188,40 (Line 4 less Line 5 Total) In accordance with the Contract Documents, based on on-site (Line 6 from prior Certificate) LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 4,291,476,40 (Line 6 from prior Certificate) In accordance with the Contract Documents, based on on-site data comprising the above application, the Architect certified to bast of the Architect's knowledge, Information and belief the V CURRENT PAYMENT DUE \$ 334,710.00 BALANCE TO FINISH, PLUS RETAINAGE \$ 8,909,650.60 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS DEDUCTIONS Changes approved in evicus months by Owner S 934,837.00 TOTALS - ET CHANGES by Change Order 394,837.00	
(Line 4 isss Line 5 Total) In accordance with the Contract Documents, based on on-site data comprising the above application, the Architect certified to best of the Architect's knowledge, information and belief the V indicated, the quality of the Work is in accordance with the Contractor is entitled to payment of the AMOUNT CERTIFIED. CURRENT PAYMENT DUE \$ 334,710.00 BALANCE TO FINISH, PLUS RETAINAGE \$ 334,710.00 (Line 3 less Line 6) \$ 8,609,650.60 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS DEDUCTIONS Otal Changes approved in evicus months by Owner TOTALS TOTALS - TOTALS - TOTALS 394,837.00	OD DAVMENIT
(Une 6 from prior Certificate) data comprising the above application, the Architect certified to best of the Architect's knowledge, information and belief the V CURRENT PAYMENT DUE \$ 334,710.00 BALANCE TO FINISH, PLUS RETAINAGE \$ 8,809,650.60 (Line 3 leas Line 6) \$ 8,809,650.60 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS DEDUCTIONS Addition of the Architect's knowledge, information and belief the V Indicated, the quality of the Work is in accordance with the Contractor is entitled to payment of the AMOUNT CERTIFIED. (Line 3 leas Line 6) \$ 8,909,650.60 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS DEDUCTIONS (Attach explanation if amount certified differs from the amount all figures on this Application and on the Continuation Sheet is conform to the amount certified.) ARCHITECT: By: TOTALS - TOTALS 394,837.00	
CURRENT PAYMENT DUE \$ 334,710.00 BALANCE TO FINISH, PLUS RETAINAGE \$ 334,710.00 Leas Line 6) \$ 8,608,650.60 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS CHANGE S by Change Order 394,837.00 ARCHITECT:	1
CURRENT PAYMENT DUE \$ 334,710.00 BALANCE TO FINISH, PLUS RETAINAGE \$ 8,608,650.60 (Line 3 leas Line 6) \$ 8,608,650.60 CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS Add Changes approved in avious months by Owner Indicated, the quality of the Work is in accordance with the continuation if amount cartified differs from the amount all figures on this Application and on the Continuation Sheel is conform to the amount cartified.) Add Approved this Month TOTALS ET CHANGES by Change Order 394,837.00	
(Line 3 leas Line 6) AMOUNT CERTIFIED. CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS stal Changes approved in avious months by Owner (Attach explanation if amount certified differs from the amount all figures on this Application and on the Continuation Sheet In conform to the amount certified.) stal Approved this Month ARCHITECT: TOTALS - ET CHANGES by Change Order 394,837.00	
CHANGE ORDER SUMMARY ADDITIONS DEDUCTIONS (Attach explanation if amount certified differs from the amount ball figures on this Application and on the Continuation Sheet to conform to the amount certified.) bial Approved this Month ARCHITECT: TOTALS - By: ET CHANGES by Change Order 394,837.00 This Certificate is not negotiable. The AMOUNT CERTIFIED	
Stal Changes approved in all figures on this Application and on the Continuation Sheel II avious months by Owner conform to the emount cartified.) Stal Approved this Month ARCHITECT: TOTALS - ET CHANGES by Change Order 394,837.00	
Datal Approved this Month ARCHITECT: TOTALS - ET CHANGES by Change Order 394,837.00 ET CHANGES by Change Order 394,837.00	
TOTALS By:	:
ET CHANGES by Change Order 394,837.00 This Certificate is not negotiable. The AMOUNT CERTIFIED	Date:
prejudice to any rights of the Owner of Contractor under this t	
	Linder I

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COUR	Document G702, APPLICATION ractor's signed Certification is at	ached.		AIA DOCUMENT MENT, contain	Ing	APPLICATION N APPLICATIO			Page 2 of 2 -011R1	
Use Use	bulations below, amounts are sta Column 1 on Contracts where va	ted to the near riable retainag	est dollar: a for line Items r	nay apply.	ARC		JOD TO:	8/31/2008	y ser an an an an an an an an an an an an an	
٨	В	C	0	E	F	G		H. H	· · · · · ·	A.
			WORKC	MPLETED	1					
NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE.	
1	ELECTRICAL ENGINEERING	165,000.00	83,700.00		<u> </u>	83,700.00	54%	71,300.00	8,370.00	
2	MOBILIZATION	60,000.00	60,000.00		.	50,000.00	100%	1 1,000,00	6,000.00	
3	Office Trailer/Admin. 24 months	120,000.00	55,000,00	5,000,00		60,000.00	50%	60,000.00	00.000.8	
4	Project Engineer, CAD, Project Assistant	75,000.00	59,876,00	7,600.00		67,375.00	90%	7,825.00	6,737.50	
5	Blectrical Permins	65,000.00	40,000,00			40,000.00	62%	25,000.00	4,000.00	
8	Submittels	10,000,00	10,000.00			10,000,00	100%		1,000.00	•
7	Supervision/Planning/Coardination BUILDING #1-TYPE V (52 units)	120,000,00	98,250,00	12,000.00		108,250.00	90%	11,750.00	10,825.00	
9	Light Pixture Package		-			-		-	-	
-	Distribution Package	78,000,00 70,000,00	•	· •	Į	-	l l	76,000.00	•]	
	Low Voltage Systems (FA, CCTV, CA, arc	40,000.00			[-	. 1	70,000,00	- ,)	
12	Understab Branch Conduit & Wire	57,000.00			[•		40,000.00	=	
13	Garage & Lat floor deck-conduit/wire	275,000.00			1			57,000.00	-	
14	Lat Floor Rough Walls/Collings	65,000.00			•	-		275,000.00	•.	
15	1st Floor Davies and Firmes Trim	10,000,00			ļ	-		65,000,00	*	
18	2nd Floor Rough Wall / Coilings	65,000.00				-		10,000,00	-	
17	2nd Floor Device and Fixture Trim	10,000.00			{			65,000.00	• •	
18	3rd Floor Rough Walls/Ceilings	65,000.00			{			10,000.00		
	3rd Floor Device and Fixture Trim	10,000.00	· · •		1			10,000,00		
20	4th Floor Rough Walls/Cellings	65,000.00) –					85,000.00		
	4th Floor Device and Ficture Trim	10,000.00	÷ •					10,000,00		
22	BUILDING MATYPE II	. I	•		[~			- 1	
23	Light Ficture Package	65,500.00	58,950.00		ł	58,950.00	90%	8,550,00	5,895.00	
24	Disution Package	25,000.00	22,500,00	2,500.00'		25,000.00	100%		2,500.00	
25 28	Low Voltage Systems (FA, CCTV, CA, etc.	50,000,00	37,500.00	2,500.00	1	40,000.00	80%	10,000,00	4,000.00	
27	2ad Sablevel Garage UG and Dack lat Sublevel Garage and Dack	200,000.00	190,000,00			190,000.00	. 95%	10,000.00	19,000,00	÷
28	let Floor Rough and Inim	255,000.00	242,500.00			242,500.00	85%	12,600.00	24,250,00	
29	2ad Floor Rough and Thim	25,000.00	17,500.00	5,000,00	. .	22,500,00	\$0%	2,500.00	2,250.00	
30	3rd Floor Rough and Trim	25,000.00 25,000.00	17,600,00	5.000.00	1 .	22,500.00	90%	2,600.00	2,250.00	
- 31	4th Floar Rough and Trim	25,000.00	17,600,00 17,500,00	5,000.00	ľ -	22,600.00	80%	2,500.00	2,250,00	
32	Roof Plan	2,500.00		5,000.00		22,500.00	90%	2,500.00	2,250.00	
33	BUILDING #3-TYPE II	-4-2-6-6-6		[-	1	2,500.00	· • (
34	Light Fixture Package	65,500.00	\$8,650,00	1		58,950,00	0.094		•	
36	Distribution Package	25,000,00	22,500,00	4	1	22,600,00	90% 90%	6,650.00 2,500.00	5,895,00	
35	Low Voltage Systems (FA, CCTV, CA, etc.	\$0,000.00	20,000.00	5,000,00	1	25,000.00	50%	25,000.00	2,250.00 2,500.00	
	2nd Sublevel Garage UG and Deck	200,000.00	190,000,00	,	1	190,000.00	85%	10,000,00	19,000.00	
35	lat Sublevel Garage and Deck	255,000.00	242,500,00		1	242,500,00	95%	12,600.00	24,250.00	
39	1st Floor Rough and Trim	25,000.00	5,000.00	5,000,00	1	10,000,00	40%	15,000.00	1,000.00	
1 0 41	2nd Floor Rough and Trim	25,000.00	5,000.00	5,000,00	1	10,000.00	40%	15,000,00	1,090.00	
42	3rd Floor Rough and Trim 4th Floor Rough and Trim	25,000.00	5,000,00	5,000.00	J	10,000.00	40%	15,000,00	1,000.00	
43	Roof Plan	25,000.00	6,000,00	5,500,00		10,000.00	40%	15,000.00	1,000.00	
44	BUILDING #4-TYPB V (32 units)	2,600.00	-	1	1	-		2,500.00	-	
	Light Fixture Package		-] .	{`	-		í -	-	
79	Ireffer Lorden LACKSEd	76,000.00	l î •	l	I	1 .		75,000.00		

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1			WORK CC	MPLETED				<u> </u>	
M	description of work	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G/C)	BALANCE TO FINISH (C-O)	RETAINAGE
	Distribution Package	70,000.00							
	Low Voltage Systems (FA, CCTV, CA, etc	40,000,00	_			•		70,000,00	•
	Underalab Branch Conduit & Wire	67,000.00				۰ ۳	ŀ	40,000,00	•
r þ	Garage & Ist Boor dark-conduit/wire	275,000.00			ľ	~	· .	57,000,00	**
s l:	In Flore Rough Walls/Ceilings	63,000,00				→		275,000.00	-
۱ į:	Ist Floor Device and Fixture Trim	10,000.00				•		55,000,00	
i :	2nd Floor Rough Walls/Ceilings	45,000,00				•		10,000.00	•
i į:	2nd Floor Device and Fixane Trim	10,000.00	•			•	1	65,000,00	•
r þ	ard Floor Rough Walls/Cailings	65,000,00	-			•	· · •	10,000.00	•
5 k	ard Floor Davics and Fixture Trips	10,000.00					ł	65,000.00 10,000.00	♥.
	th Floor Rough Walls/Ceilings	85,000.00	-					65,000.00	. •
	th Floor Device and Fixture Trim	10,000.00	- 1			-	1	10,000.00	-
	BUILD(NG #5-TYPE I (76 units)		·~ (-	•		-
	Light Fixture Parkage	106,000,00	-	•		· _ [· 1	108,000,00	-
	Dismitaniion Package	83,000,00	-		[]		1	83,000.00	
	Low Voltaga Systems (FA, CCTV, CA, etc	50,000,00	-)	•, •		-]		50,000.00	•
	Underslab Branch Conduit & Wire	85,000.00	-	:	·	-	ł	85,000.00	•
- 1	Garage & l'at floor deck-conduit/wire	400,000,00	, -]				1	400,000.00	
	1st Floor Rough Walls/Ceilings	75,000.00	- [- [75,000.00	-
	Lat Floor Device and Fixture Trim	10.000.00	- 1			-	1	10,000.00	
	and Floor Rough Walls/Ceilings and Floor Device and Fixture Trim	75,000.00	· · · ·		[]	•		75,000.00	·
	and Floor Rough Walls/Callings	10,000.00	• []. [•	Í	10,000.00	-
	Fid Floor Device and Fixture Trim	75,000.00	-			-		75,000.00	• •
	th Floor Rough Walls/Ceilings	10,000.00 75,000.00		-	1	-	1	10,000.00	•
	ith Floor Device and Fixmue Trim	10,000.00	- 1			- 1		75,000.00	٠
ľ	BUILDING #6-TYPE I (76 poils)	144000100	· · ·			-	1	10,000.00	· •
þ	Light Fixture Package	108,000,00	-			- 1	- Ì	•	-
	Distribution Package	83,000.D0	- 1		-	•	· ·	106,000.00	-
þ	Low Voltago Systems (FA, CCTY, CA, etc	50,000.00	7.			-	1	63,000.00	-
- ft	Underslab Branch Conduit & Wire	\$5,000.00	-		{			50,000,00	•
	Garage & 1st floor deck-conduit/wire	400,000.00	-				1	85,000,00 400,000.00	-
	Ist Floor Rough Walls/Coilings	75,000.00	· - 1					75,000.00	-
	Ist Floor Device and Fixmre Trim	10,000.00	-	·	} }	.	1	10,000.00	· · · •
	and Floor Rough Walls/Collings	75,000.00	-		l		}	75,000.00	•
	and Floor Device and Fixture Trim	10,000.00	-		1	- 1	· }	10,000.00	· .
	ard Floor Rough Walls/Callings	75,000.00	- 1		1	-		75,000,00	-
	and Floor Device and Fixture Tries the Floor Rough Walle/Cuilings	10,000.00	-		{ {	-	l l	10,000.00	
	th Floor Davice and Fixture Trim	75,000.00	-	-	l , l	-		75,000.00	•
	BUILDING \$7-TYPE II (76 prais)	10,000,00	-]]]	- [· -	10,000.00	-
1	Light Fixture Package	141,000.00	67 950 PG		[]	-		-	·
h	Distribution Prokeze	226,000,00	92,250.00 158,000.00	91 800 44	[\$2,250.00	68%	48,750,00	9,225,00
þ	Low Voltage Systems (FA, CCTV, CA, etc	50,000,00		34,000.00		192,000,00	85%	33,000.00	19,200.00
k	Governior	100,000.00	95,000.00	10,000.00		20,000.00	40%	50,000.00	2,000,00
h	Uodersiah Branch Conduit & Wire	68,000,00	64,509.00		1	95,000,00	85%	6,000,00	8,503,00
	Garage & Ist floor deek-conduit/wire	330,000,00	313,500.00		([64,500.00	95%	3,500.00	8,450,00
	Ist Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			313,800.00	85%	16,500,00	31,350.00
- 14	Ist Floor Device and Fixmes Trim	10,000.00			[47,760.00	50%	47,750.00	4.775.00
	2nd Floor Rough Deck/Walls/Ceilings	95,500,00	76,750.00	4,500.00		Bi ALA CA	000	10,000.00	•.
6 I	2nd Floor Device and Fixture Trim	10,000,00		-t		81,250.00	85%	14,250.00	8,126.00
7 13	Std Floor Rough Deck/Walls/Cailings	95,500,00	75,750.00	4,500.00	1 1	81,250.00	1	10,000,00	-

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				MPLETED	r	G		<u>н</u> н.	
TEM NO.	Description of Work	Scheduled Value	FROM PREVIOUS APPLICATION (0 + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
	3rd Floor Davios and Fixture Trim	10,000.00		·····		······		10,000.00	· · · · · · · · · · · · · · · · · · ·
	4th Floor Rough Deck/Wells/Ceilings	\$5,500.00	68,850.00	14,400,00	· ·	81,250.00	85%	14,260.00	-0 402 05
	4th Floor Device and Fixme Trim	10,000.00	•					10,000,00	8,126.00
	Sth Floor Bough Deck/Walls/Ceilings	65,500,00	47,750,00	33,500.00		81,250.00	85%	14,250,00	8-105.00
	5th Flour Device and Fixture Tries	10,000,00	-	na - n a an	1			10,000.00	8,125.00
103	6th Floor Rough Deck/Walls/Ceilings	95,500,00	47,750.00			47,750.00	50%	47,750.00	4,775.00
	6th Floor Davics and Fixture Trica	10,000.00		-		-		10,000,00	4,719.00
	7th Floor Rough Deck/Walls/Cellings	55,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
	7th Flone Device and Fixure Trim	10,000,00		· ·		-		10,000.00	
	Sth Floor Rough Deck/Walls/Ceilings	95,500.00	28,000.00	18,760.00		47,750.00	50%	47,750.00	4,775.00
	Bill Floor Device and Finture Trim	10,000.00	•		l Î	-	· · · · · ·	10,000.00	
109	9th Floor Rough Deck/Walls/Cellings	85,500.00	29,000,00	18,750.00		47,750.00	50%	47,750.00	4,775.00
	9th Floor Device and Fixure Trim	5,000.00	-					5,000.00	रुभा र तरण्ड च
171	BUILDING #8-TYPE I (76 units)	· ·	-	•		. · · · ·			-
	Light Pixtura Peekegn	105,000.00	84,500.00	11,000.00		95,500,00	00%	10,500,00	9,550,00
	Distributiion Package	83,000.00	78,500.00			78,500.00	95%	4,500.00	7,650,00
114	Low Voluge Systems (FA, CCTV, CA, etc	50,000,00	35,000.00	10,000.00		45,000.00	80%	5,000.00	4,500.00
115 118	Underslab Branch Conduit & Wire Garage & Ist floor deck-conduit/wire	85,000.00	78,500.00			75,500.00	90%	8,500,00	7,650.00
317	lat Floor Rough Walls/Collings	400,000.00	380,000.00			380,000.00	85%	20,000.00	38,000.00
118	lat Floor Device and Fixture Tries	75,000.00	71,250.00			71,250.00	95%	3,760,00	7.125.00
119	2nd Floor Rough Walls/Cellings	10,600.00 75,000.00						10,000.00	-
	and Floor Device and Fixture Trim	10,000,00	71,250.00			71,250.00	85%	3,750.00	7,125.00
	3rd Floor Rough Walls/Ceilings	75,000,00	67,750.00	4 PAA P-		-		10,000.00	•••
	3rd Floor Device and Fixture Trim	10,000,00	a1'100'00	3,500.00	-	71,250.00	85%	3,750.00	7,128.00
123	4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		-		10,000.00	
124	4th Flour Device and Focure Trim	10,000,00		9,400,00		71,250.00	95%	5,750.00	7,125,00
125	BUILDING #9-TYPE I (76 units)		-		·	•		10,000.00	•
128	Light Pixture Package	105,000.00	84,503.00	11,000.00		\$5,500,00	90%	10 400 00	**************************************
127	Distribution Package	83,000,00	79,000.00	1.140.414.4		79,000.00	95%	10,500.00	9,550.00
128	Low Voluge Systems (FA, CCTY, CA, etc	50,000.00	36,000.00	10.000.00		45,000.00	90%	4,000,00	7,900.00
129	Underslab Branch Conduit & Wire	85,000,00	76,500.00			76,500.00	90% 90%	8,500.00	4,500.00
130	Garage & 1st floor deck-conduit/wire	400,000,00	380,000.00			\$80,000.00	85%	20,000,00	7,650,00
	Ist Floor Rough Walls/Callings	75,000.00	71,250.00	•	1	71,250.00	95%	3,750.00	38,000.00
	1st Floor Device and Fixture Tries.	10,000.00)	- 11200.00		10,000,00	7,125.00
133	2od Floor Rough Walls/Ceilings	75,000,00	71,250.00		ļ i	71,250.00	85%	3,750.00	7,125.00
134	2nd Floor Device and Fixture Trins	10,000,00	-		i 1			10,000.00	8 y 3#47(\$\$\$
135 138	Sci Floor Rough Walls/Ceilings	76,000,00	87,750.00	3,500.00		71,260.00	85%	3,750.00	7,125.00
138	3rd Floor Device and Fiature Trim	10,000.00	-		ļ	•		10,000,00	
138	4th Floor Rough Walls/Collings 4th Floor Dayles and Fixture Trim	75,000.00	67,750.00	3,500.00		71,250.00	85%	3,750.00	7,128,00
139	BUILDING \$10-TYPE I (76 units)	10,000.00	-			, -		10.000.00	
	Light Fixture Package	106,000.00	-			· •		-]	-
	Distribution Package	108,000.00	-					106,000.00	-
	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	- (l i	-		83,000.00	
143	Undersish Brauch Conduit & Wire	85,000,00	-			-		50,000.00	
144	Garage & Lat floor deck-conduit/wire	400,000.00	•		ļ l	-		85,000.00	•
	1st Floor Rough Walls/Ceilings	75,000.00	•			-		400,000.00	•
145	1st Floor Device and Fixture Trim	10,000.00				·-		75,000.00	.
147	2nd Floor Rough Walls/Ceilings	75,000.00	- •]	•		10,000.00	•
	2od Floor Device and Fixture Trim	10,000,00				*		75,000.00	-
149	ard Floor Rough Walls/Ceilings	75,000.00	-			•		10,000.00 75,000.00	-

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tem No,	Description of Work	SCHEDULED VALLIE	FROM PREVIOUS APPLICATION	MPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT	TOTAL COMPLETED AND STORED TO DATE	% (G/C)	BALANCE TO FINISH	RETAINAGE		
151	Ird Floor Device and Fixture Thin 4th Floor Rough Walls/Ceilings	10,000,00	(0+E) 		IN DORE)	(D+E+F) -		(C+G) 10.000,00	· ·		
52 53	4th Floor Dovice and Fixture Trim BUILDING #11-TYPE I (76 units)	10,000.00	• •			2		75,000,00 10,000,00			
85 66	Light Fixture Package Distribution Package Low Voltage Systems (FA, CCTV, CA, etc.	105,000,00 83,000,00 60,000,00	-			• •	•	108,000.00 83,000.00 50,000.00	•	<u>م</u> ر. بر	•
57 58	Undetalab Branch Canduit & Wire Garage & Lat floor deck-conduit/wire lat Floor Rough Walls/Collings	45,000,00 400,000,00 75,000,00	•			-		85,000,00 400,000,00	-		••
30 31	let Floor Davice and Fixture Trim 2nd Floor Rough Walls/Collings 2nd Floor Davice and Fixture Trim	10,000,00 75,000,00 10,000,00	-			-		75,000,00 10,000,00 75,000,00	•	-	
53 64 55	Srd Floor Rough Walls/Coilings 3rd Floor Device and Fixture Trim 4th Floor Rough Walls/Ceilings	75,000,00 10,000,00 75,000,00	-	* <u>*</u>		-		10,000,00 75,000,00 10,000,00 75,000,00	:~~ 39 **		
68 87 68	4th Floor Device and Fixture Trim BUILDING #12-TYPE IY (66 units) Light Fixture Package	10,000,00	• •			-		75,000.00 10,000.00 96,000.00			
ro 71	Distribution Package Low Vollage Systems (FA, CCTV, CA, etc Underslab Branch Conduit & Wire Garage & Int floor deck-conduit/wire	76,000.00						77,500.00 45,000.00 76,000.00	- - -		
r3. 74. 75:	lat Floor Rough Walls/Collings 1st Floor Device and Flaure Trim 2nd Floor Rough Walls/Collings	350,000,00 70,000,00 10,000,00 70,000,00	- - - -			-		350,000,00 70,000,00 10,000,00			
77 78 79	2nd Floor Device and Fluxure Trim 3rd Floor Rough Walls/Collings 3rd Floor Device and Fixture Trim 4th Floor Rough Walls/Cellings	10,000.00 70,000.00 10,000.00 70,000.00					-	70,000,00 10,000,00 70,000,00 10,000,00 70,000,00			
81 82 83	th Floor Device and Finture Trim SITE LIGHTONO Fursish Landscape Lighting Fursish Courtyard Lighting	10,000.00 257,000.00 59,000.00	-			- 		10,000.00 257,000.00 59,000.00	ی ایسان ایسان ایسان		
84 85 85 87	Furnish Sporte Lighting Furnish Parking Lot Pole Lighting	8,000,00 84,000.00	-	• •		-		8,000.00 64,000.00			
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05	Original Contract Totale	13,230,000,00	4,648,926.00	268,900,00	-	4,917,225.00	37%	8,312,775,00	•		

HELIX-TR-EX-522-0069

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	a	<u> </u>	D	E	F	G		H	1
NO.	Description of Work	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	MPLETED THIS PERIOD	NATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMFLETED AND STORED TO DATE (D+E+F)	(610)	BALANCE TO FINISH (C-G)	RETAINÀGE
208 207 208 209 210 211 212 213 214 215 216 217 218	CHANOE ORDERS COMI-Courset Adjustment (inc. shove) COMI-Courset Adjustment (inc. shove) COMI-Orgine Bit & Roy COMI-Orgine Bit & Roy COMI-Orgine Bit & Roy COMI-Delets Utility Smbs Phase I COMI-Delets Site Conduits-Phase I & II COMI-Delets Site Conduits-Phase I & II COMI-Building #Options COMIS-Building #Options COMIS-Additional Bit & B9 Options CI Solid Delets 5.	1,622.00 10,000.00 (15,000.00) (13,000.00) 54,543.00 62,053.00 53,756.00 92,117.00 54,690.00	1,522.00 10,000.00 (15,000.00) (13,000.00) 26,281.95 27,088.00 33,886.40 24,180.75 24,935.00	13,500.00 12,500.00 5,000.00 28,000,00 22,000.00 23,000.00		1,822,00 (15,000,00) (13,000,00) (13,000,00) 39,781,65 39,696,00 39,866,40 28,000,00 48,180,75 47,935,00	100% 100% 100% 100% 73% 84% 74% 48% 50%	14,781.04 22,467.00 13,869.60 27,758.00 45,838-25 47,055.00	162.20 1,009.00 (1,500,00) 3,978.20 3,985.95 3,986.64 2,600,00 4,818:08 4,763.50
219 220 221 222 223 224 225 228 227 228 227 228 227 228 220 230 231 232	Delin 2 Changes \$354,720,00 Add Dempars Exhaust Face \$69,900,00							1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	
233 234 255 236 237	Total Change Orders	394,837,00	119,982,11	103,000,00		222,962,11	58%		-
	Total Revised Contract	13,624,837.00	4,788,307.11	371,900,00		5.140,207.11	38%	171,854,89	22,298.21

CAMCO-MW 00114

HELIX-TR-EX-522-0070

HELIX ELECTRIC

MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Aug-08

TALS	\$ 618,250.00	s · · · ·	\$ 618,250.00	\$ -
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HELIX	PREVIOUSLY		STORAGE &	TOTAL OF
	1		REMOVED FROM	ACCUMULATIVE

CAMCO-MW 00115

HELIX-TR-EX-522-0071

JA004107

3432 N. 5th Street • North Las Vegas, NV 89032 Phone: (702) 734-0198 • Fax: (702)734-0396 E-mail: approconstruction.com • NCL: 14563

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West				
Property Location:	9255 W Russell Road	Las Vegas, NV 89148			
Undersigned's Customer:	APCO Co	instruction			
Inv./Pmt Application No:	16713-011R1				
Payment Amount:	\$334,710.00				

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of the document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or Will use the money he receives from this progress payment promptly to pay in full all laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of the waiver and release.

Dated: August 20, 2008

By:

Its:

Helix Electric

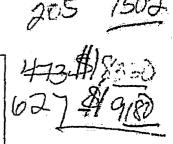
Robert D Johnson, Vice President

CAMCO-MW 00116

HELIX-TR-EX-522-0072

HE				DATE:	9/8/2008 JOB N	0. 16713]
Hel	ix Elec	ctric	,	RE:	Manhattan West		
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TO:	Apco Con: 3432 N. 5th S	struction		PWP#:			
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1	8/20/2008	<u> </u>	Conditional Release		B/31/2008	·	
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HELIX-TR-EX-522-0073





Formerly known as Gale Insulation & Sacramento Insulation

	INVOICE NO.;	0008927P5
Camco Pacific		
2925 E. Patrick Lane Suite G.	DATE:	08/26/08
Las Vegas, NV 89120		*
798-6611 / 7986655 FAX	FROM:	08/01/08
	TO:	08/31/08
	REQUEST #:	5
Job # 10000000		

1 THAT IS NOT TERMIN 2528 C C W With the With

PROJECT: West Manhattan Condos 9205 W. Russell Rd. LAS VEGAS, NV

	Contract Change	3\$
1	C/O 1 Building B F/S NV Cr	\$4,590.00
2	C/O 1 Building 9 F/S NV Ci	4,590.00
3	C/O Extra Work Tickets	65,123.00
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[Total	\$74,303.00

CONTRACT AMOUNT	
TOTAL CHANGE ORDER	
REVISED CONTRACT AMOUNT	\$324,603.00
Work completed (inplace/stored), 99.	23% \$ 322,100.00
Less previously completed and stored	
Amount completed this request	
Less 10.00% retention	(3,504.20)
Total amount due this request	\$ 31,537.80

Personal Constant CONTRACTOR OF 376

Please remit to:

InsulPro Projects, Inc. 1401 Trade Drive N. Las Vegas, NV 89030 Please reference invoice #0008927P5

(702)739-6798/(702)739-8859 fax

CAMCO-MW 00118

HELIX-TR-EX-522-0074

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APPLICATION AND CER		R PAYMENT	-			PAG	E 1 OF 2 PAGES	
TO GENERAL CONTRACTOR:	and the second second second second second second second second second second second second second second second	and the second second second second second second second second second second second second second second second	ROJECT:	WEST	APPL	ICATION NO.:	5	
CAMCO PACIFIC	1			MANHATTAN				
2925 E. PATRICK LANE STE, G	i i	,		CONDOS	P	ERIOD FROM: 8/1/0	08 - 8/31/08	
LAS VEGAS, NV 89120	T (· · · · · · · · · · · · · · · · · · ·	PROJECT NO.: 168		
	r -			CONTRACT# 1	68-28			
	•							
FROM CONTRACTOR:	-							
INSULPRO PROJECTS, INC	;							
697 CORINTHIAN WAY								
N LAS VEGAS, NV 89030								
ATTENTION:								
CONTRACTOR'S APPLIC	ATION LOP	DAVMENT			The undersigned C	Contractor certifies that to	the best of the Contractor	's knowledge, informi
Application is made for paymen			ontrant Cou	linuniinin Chant		k covered by this Applicati		
Is altached.	Gas Shown Deion	w, in connection with C			with the Contract D	locuments, that all amoun rtificales for Payment wen	is have been paid by the	Contractor for Work
					that current payme	int shown herein is now du	o naoleu anu paymonta re 79.	
1. ORIGINAL CONTRACT SUI				\$250,300.00	CONTRACTO	R.		
2. Net change by Change Ord	VE (**********************		www.comerce.com	oonna ora	- 1		
				\$74,303.00	an the	LD	Deltas	A
3. CONTRACT SUM TO DATE				\$324,603.00	By: Mar	in fa	Dale:	August 26, 20
4. TOTAL COMPLETED & STO	DRED TO DATE		Ť.,	\$322,100.00	Michael Ree	ed / Authorized Agent		
5. RETAINAGE:								
a. 10% of Completed Wo		\$32,210.00			State of: Neva			. WESCOAT
b. 0% of Stored Ma	aterials			\$32,210.00	County of: Cla	d swom before	Notory I	Public State of Nevada
Total Retainage	ribane							lo. 96-4018-1 1. exp. Aug. 1, 201
6. TOTAL EARNED LESS RE			•	\$289,890.00	me mis 26st di	ay of August, 2008	any opp	1, www. Aug. 1, 201.
7. LESS PREVIOUS CERTIFIC	ATES FOR PA	(MEN I			1.5	•		
(Line 6 from prior Certificate	*******		** *************		Alsleer			
8. CURRENT PAYMENT DUE				\$31,537.80	Notary Public:			
9. BALANCE TO FINISH, INC	LUDING RETAIL	AGE				on expires: August 1		
	(Line 3 less Li	ne 6)\$34,7	13.00	_		S CERTIFICATE FO		
					in accordance wit	h the Contract Documents oplication, the Architect ce	rillies to the Owner that in	bine best of the Archi
CHANGE ORDER SUMMARY	<u></u>	ADDITIONS	DEDUCTIONS	4	knowledge, inform	nation and belief the Work	has progress as indicated	d, the quality of the M
Total changes approved in previous m	onthe by Owner	\$74,303.00			accordance with t	he Contract Documents, e	ind the Contractor is entit	ed to payment of the
and a second state and set	acilla pl ound	\$0.00		-1	AMOUNT CERTI	FIED		
Total approved this Month	به بر دام کرد. در بر بر رو در رو در در در در در در در در در در در در در 	TOTALS \$74,303.00	\$0.0	00	AMOUNT CE	RTIFIED	*******	\$
NET CHANGES by Change Order	<u>.</u>	\$74,3		-	(Altach explanatio	on if amount certified differ	s from the amount applied	d for, Initial all ligures
	• · ·	<u></u>		*****	Application and o	n the Continuation Sheet (that are changed to confo	rm.)
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					By:			

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HELIX-TR-EX-522-0075

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CONTINUATION SHEET

PAGE 2 OF 2 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT, confaining Contractor's signed Certification, is attached.

APPLICATION NO.: 5 APPLICATION DATE: August 26, 2008 PERIOD FROM/TO: 8/1/08 - 8/31/08

APCO CONSTRUCTION

		WEST MANHATTAN CONDOS				the second second second second second second second second second second second second second second second se	ROJECT NO .:	100		
منــــــــ	A	<u>B</u> ; <u>C</u>		D	E	F	G		H	1
N/O #	item No.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION	MPLETED	MATERIALS PRESENTLY STORED (NOT IN D OR	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C - G)	RETAINAGE
8926	1	BLDG 8 Insulation	\$125,150.00	\$100,120.00	\$23,778.50		\$123,898.50	99.00%	\$1,251.50	\$12,389.8
8926	2	BLDG 9 Insulation	\$125,150.00	\$112,635.00	\$11,263,50	V.	\$123,898.50	99.00%		
8927	3	Building 8 C/O F/S NV Construction Services	\$4,590.00	\$4,590.00			\$4,590.00		\$0,00	
	4	Building 9 C/O F/S NV Construction Services	\$4,590.00	\$4,590.00	\$0,00		\$4,590.00		\$0.00	\$459.0
	5	Extra Work Tickets C/O F/S	\$65,123.00	\$65,123.00	\$0.00		\$65,123.00		\$0.00	\$6,512.3
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	23									
	F	TOTAL	\$324,603.00	\$287,058.00	\$35,042.00	\$0.00	\$322,100.00	99.23%	\$2,503.00	\$32,210.0

CAMCO-MW 00120

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4

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Job #: 227APC	C1A						
Property Name:	<u>v</u>	West Manhattan Condos					
Property Location:		9205 V	V. Russell Rd.	• 			
Undersigned's Cus	tomer:		Camco Pacific				
Invoice/Payment A	pplication #		0008927P5				
Payment Amount:	\$ 31,5	37.80					
Payment Period:	8/1/08	to	8/31/08				

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond rights, any claim fo payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer, for only the Payment Amount (such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

DATED: August 26, 2008

	Insulpro Projects
	(Company Name)
By:	Matur Can
Its:	Michael Reed / AUTHORZIED AGENT

CAMCO-MW 00121

HELIX-TR-EX-522-0077

LABOR RELEASE



OWNER'S NAME: WestManhattan Condos

8/26/08

DATE

JOB ADDRESS: 9205 W. Russell Rd.

For the period up to and including the <u>31st</u> day of <u>August</u>, 2008 he undersigned subcontractor and all persons performing labor for said subcontractor and all pension trust funds, have been paid in full for all labor supplied to the above project, and hereby releases any and all mechanic's lien, stop notice, equitable lien, and labor and material bond rights on the project. This release is for the benefit of and may be relied upon by owner, prime contractor, the construction lender, and the principal and surety on any labor and material bond posted for the project.

The undersigned subcontractor further declares under penalty of perjury that the signatures appearing herein below constitute a complete list of all persons who have performed labor on behalf of the subcontractor for the project designated above during the specified period.

SIGNATURES:

MATERIAL RELEASE

We hereby certify that all materials were supplied from our own lich-free warehouse stock. We further certify that we did not subcontract any of the work on the project referenced above.

I hereby declare under penalty of perjury that the information set forth in the foregoing affidavit is

Daled at Las Vegas, Nevada this 26st day of <u>August</u>, 2008

NSULPRO PROJECTS

BY: Z

Authorized Agent

Insulpro Projects, Inc. 1401 Trade Drive North Las Vegas, NV, 89030

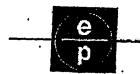
T: 702 739-6798 F: 702 739-8859

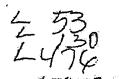
www.masco-csw.com/insulpro

license 0052730 C-3 C-39, C-8, C-13, C-17, C-1C

CAMCO-MW 00122

ExecutivePlastering

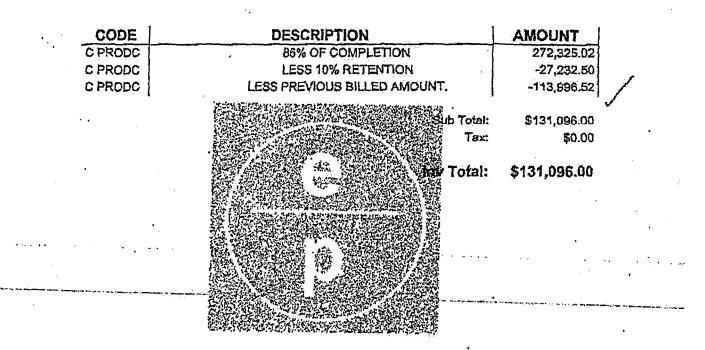




3616 N.Rancho Draft Las Vegas, NV 89130 TEL (702) 320-7080 FAX (702) 320-7081

Invoice INV #: 0000020989 Invoice Date: 08-25-2008 Due Date: 09-24-2008 Terms: 30 DAY Job Name: Manhattan West Type II B2 Job #: 766B2

Customer: APCO CONSTRUCTION 3432 N. 5TH STREET LAS VEGAS, NV 89032-



Page 1 of 1

CAMCO-MW 00123

HELIX-TR-EX-522-0079





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3616 N.Rancho Drive Las Vegas, NV 89130 - TEL (702) 320-7080 FAX (702) 320-7081

Invoice INV #: 0000020987 Invoice Date: 08-25-2008 Due Date: 09-24-2008 Terms: 30 DAY Job Name: Manhattan West Type II B3 Job #: 766B3



CODE	DESCRIPTION	AMOUNT	
CPRODC	6% OF COMPLETION	18,999,42	· /
CPRODC	LESS 10% RETENTION	-1,899.94	
CPRODC	LESS PREVIOUS BILLED AMOUNT.	0.00	
•	Sub Total: Tax:	\$17,099.48 \$0.00	ب
•	er and the second second second second second second second second second second second second second second s	\$17,099.48	
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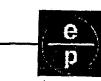
Page 1 of 1

CAMCO-MW 00124

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HELIX-TR-EX-522-0080

ExecutivePlastering



3616 N.Rancho Drive Las Vegas, NV 89130 TEL (702) 320-7080 FAX (702) 320-7081

Invoice

16

INV #: 0000020988 Invoice Date: 08-25-2008 Due Date: 09-24-2008 Terms: 30 DAY Job Name: Manhattan West Type I B8 Job #: 766B8

Customer: APCO CONSTRUCTION 3432 N. 5TH STREET LAS VEGAS, NV 89032-

CODE	DESCRIPTION	AMOUNT
C PRODC	70% OF COMPLETION	274,085.00
C PRODC	LESS 10% RETENTION	-27,408,50
C PRODC	LESS PREVIOUS BILLED AMOUNT.	-140,958,00
	Set Total:	\$105,718.50
	Tax:	\$0.00
	Total:	\$105,718.50
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Page 1 of 1

CAMCO-MW 00125

HELIX-TR-EX-522-0081

Executive Plastering Inc.

08/25/2008

Date:

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CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name:	Manhattan West Type I Building 9	·	
Property Location:	West Russell Road and Rocky Hill Street	د 	•
Undersigned's Customer:	APCO Construction		
Involced/Psyment Applics	uion Number20987-20989	• •	
Payment Amount:	\$ 253,913,98		

Upon receipt by the undersigned of a check in the above-referenced Payment Amount, payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, and private bond right, any claim for payment and any rights under any similar ordinance, rule or stature related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all the work, materials or equipment that are the subject of this waiver and release.

	EXECUTIVE PLASTERING
	By & and MASSELL
,	je Oraș
•	•
	Title: Office Manager

3616 N.Rancho Drive Las Vegas, NV 8913D TEL (702) 320-7080 FAX (702) 320-7081 License #33342

CAMCO-MW 00126

HELIX-TR-EX-522-0082

					. perel	<u> </u>
	CERTIFICATE FOR PAYMENT			• ;	PAGE 1 OF 2	
EN. CONTRACTOR:	Camco Paciflo Management Services, Inc. 2925 E. Patrick Lane, Sta G Las Vegas, NV 88120	PROJECT :	NANHATTAN WEST W. Russell Rd, & Rocky Hill St. Las Vegas, NV 89148	APPLICATION NO: PERIOD; PROJECT NOS.:	1 08-1035 Distribution to: 8/31/2008 🖾 OWNER 🖾 ARCHITECT 🖾 CONTRACTOR	
ROM CONTRACTOR:	POOLS BY GRUBE	VIA ARCHITECT:		CONTRACT DATE:		
ONTRACT FOR :	Manhallari West		•		•	
CONTRACTOR'S A	PLICATION FOR PAYMENT		The undersigned contracto	r cardinas that is the base of the Contra	ctor's knowledge, inter-	
polication is made for payr continuation sheet is attach	neni, as shown below, in connection with the Coatra ad.	çt.	in accordance with the Cor	covered by this Application for Payne neart Documents, that all amounts has	e been part by the	i I
, ORIGINAL CONTRAC	T SUM	460,000.00	Constantion for Work for wh	ith previous Certificates for Permanis lever, and that current parmans shown	han isusd and pag- hanila now dua.	
Not change by Chang	e Orders		SUBCONTRACTOR	POALS BY SECRE	8/26-08	
CONTRACT SUM TO	DATE (Line 1 +1- 2)\$	480,000.00	Ву:	111 1 405 Date	926-08	
. TOTAL COMPLETED (Column G on schedu	•	25,000.00	8tate of Nevada County of Clark Subscribed and swo	m to before me this	:	
i. RETAINAGE a. 10% of completed (Columns D + E on			Notary Public:	August	2008	
b. 10% of Stored Mat	. •		My Commision Expire	res: Feb. 7,9010		•
(Columns F on G70	3)			And the state of the state of the Property of the Property of the state of the stat	JZANNE MUNIER	
Total Retainage (line total in column 1 or	3 5a 5b or G703}\$	2,500.00	<u> </u>		ACTARY PUBLIC	
8. TOTAL EARNED LES (Line 4 less Line 5 To	is retainage	22,500.00)	AF	AT. No OB-103873-1 -T. EXPURES FEB. 7. 2010	
	RTIFICATES FOR PAYMENT			ERTIFICATE FOR PAYN		•
	•		comprising this application	apprent Documents, based on on-sile o a, the Archillect certifics to the Owner (
a. Current Paymen	r dues	22,500.0		accordance with the Confract Documer ne AMOUNT CERTIFIED.	its and the Contractor ,	
8. BALANCE TO FINISI (Line 3 less Line 8)	H, INCLUDING RETAINAGE \$ 437,500.04	3		ED		
		-	(Allach explanation If	emount certified differs from the ar		
CHANGE ORDER SUM TOTAL CHARGES APP	ROVEDIN	-1	conform to the amoun	ication and on the Continuation sh I cantiled)	eet that are changed to	
PREVIOUS MONTHS E Total approved this Mor		0	ARCHITECT:	·	Date:	
	TOTALS 0 -		This Certificate is not	acguliable. The amount certified is	a payable to the con-	
NET CHANGES by cha				Issuance, payment and acceptant of the Owner of Contractor under		

HELIX-TR-EX-522-0083

CONTINUATION SHEET

CHANGE ORDERS

Change Order

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G703

AND THE R.			13700			•	2		
Contracto In tabulat	2, APPLICATION AND CERTIFICATION FOR P ors signed certification is attached. ions below, amounts are stated to the nearest d mn 1 on Contracts where variable retainage for t	ollar.		Los Monne Mit	& Rocky Hill St.	APPLICATIO APPLICATIO PER VNER'S CONTR	N DATE: . RIOD TO:		
A	B	С	n	E	F	G	T	Н	1
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK CO FROM PREVIOUS APPLICATION (D + E)	APLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DOR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% {G+C}	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
01 02 03 04 05 06 07	B DESCRIPTION OF WORK BASE GONTRACT Health:Department Submittals - Reol Top and Clound Level Pools of Span Hyprautic Calculations Structural Calculations	\$ ^{260,000,00}							
08 25 26									

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CAMCO-MW 00128

HELIX-TR-EX-522-0084

The Masonry Group Nevada, Inc. 4685 Berg Street N Las Vegas, NV 89081

- 9/8 Per Jenniper Cled Christine Fo Remore all - Change Orders.

Invoice 36095

Bill to: APCO CONSTRUCTION 3432 N. 5TH STREET NORTH LAS VEGAS, NV 89032	Job: 03-000932 APCCON - MANHATTAN WEST
	y

Invoice #: 36095 Date: 08/27/08 Payment Terms: Nel 30 days	Customer P.O. #: 168-9 Salesperson:	
Customer Code: APCCON00		
Remarks: MANHATTEN WEST		· ·
Quantity Description	U/M	Extension
MANHATTEN WEST CONTRACT# 168-9		
WORK COMPLETED THROUGH 8/22/08	•	
1.00 BLDG 2 STRUCTUAL CMU	3,210.00	3,210.00
1.00 BLDG 3 STRUCTURAL CMU	16,050.00	16,050.00
1.00 BLDG 7 STRUCTURAL CMU	4,520.00	4,520.00
1.00 BLDG 9 STRUCTURAL CMU	711.00	711.00
1.00 BLDG 9 THIN BRICK VENEER	R 116,072.00 1	
1.00 BLDG 9 STORED MATERIALS	48,300.00	48,300.00
	31,859.99	31,859.9 9
-7.00-C/O# 1 STORED MATERIALS	53,712.00	53,712.00
1.00-CHANGE ORDER# 3	15,826.54	15,826.54
1-00-CHANCE ORDER# 4		3,448.11-
1.00-CHANCE-ORDER# 5	532.36	
1.00_AWO# 11149 GRADE FIXES	1,800,00	1,800.00
ուն հատորությունը է հայու Հետանությունությունը հետ հետ չերունը հայոնական ըստ չունե ֆատումանել էն չենչը, որ դարո	Subtotal: 188863.	296,042.00
	Total:	296,042.00
	Less Retention: 18886.	30 -29,604.20
	Current Due: 169976	2. 10 266.437.80

Print Date: 08/27/08

HELIX-TR-EX-522-0085

JA004121

CAMCO-NW-00129

OWNER:	PROJECT:		APPLICATIO	N NO.: 8	Distribution to:
			PERIOD TO:	8/22/2008	OWNER
ON A CONTER A CTOR.	VIA ARCHITECT:	TAN WEST	PROJECT NO	S.: 168	ARCHITECT X CONTRACTOR
OM CONTRACTOR: THE MASONRY GROUP		an the American States	CONTRACT	DATE: Deserver	
THE MASCART GROOT	<u>i ang panakan</u> a na pangka pangka pang pang pang pang pang pang pang pan	and the state of the second second second second second second second second second second second second second	CONTRACT		
NTRACT FOR MASONRY	COMMITMENT #:	-168-9			L 4.
ONTRACTOR'S APPLICATION FO	R PAYMENT	The undersigned Contracto			
plication is made for payment, as shown below, in c		belief the Work covered by			
ntinuation Sheet, AIA Document G703, is attached.		Contract Documents, that a			
DRIGINAL CONTRACT SUM	++	Certificates for Payment w shown berein is now due.	ere issued and payment n	ceived from the Owner, an	d that current payment
Net change by Change Orders\$	S 12-12-22-22-22-22-20-20-20-20-20-20-20-20-20	snown nergin is now due.			
CONTRACT SUM TO DATE (Line 1 + 2)	S. (2.404.000.00)	CONTHACTOR:	THE MASONRY G	ROUP (Im	n(
		BY NOT		Date: 8-77-	20
FOTAL COMPLETED & STORED TO DATE	CS / 889,551.00			· · · · · · · · · · · · · · · · · · ·	÷
Column G on G703)		State of:		5 ·	
RETAINAGE:	88,95510	County of: V	1. C		DEBBIE UMATUM
a10% of Completed Work	Control 10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Subscribed and sworn to me this 27	day of August		Notary Fublic State of Nevad
b% of Stored Material\$					No. 08-6878-1
(Columa F on G703)	<u> </u>		soi Umahim		My appt. exp. Mar. 6, 201
Total Retainage (Line 5a + 5b or		My Commission expires	5: 3-6-12	1	
Total in Column of 1 of G703)\$	S 88,955.10			1	
TOTAL EARNED LESS RETAINAGE	S. 800,595.90				这次,中国生活的时代并且有
Line 4 less line 5 Total) LESS PREVIOUS CERTIFICATES FOR PAYME	NT	AIA Sub Release	Vendor ID # Amount:	GL Acct. # ;	mitment # Job #
(Line 6 from prior Certificate)	ASA 44158109	Labor	Gross:	OLAUL # 1	
CURRENT PAYMENT DUE		Mar'l Stock	Ret	· · · · · · · · · · · · · · · · · · ·	
BALANCE TO FINISH, INCLUDING RETAINA	GE	Tier	Net:		
Line 3 less Line 6)	2-1,603,404-10	Commitment			
		Sub-Sheet		_	
TANGE ORDER SUMMARY ADDITION	S DEDUCTIONS	TL Entry	Branch Manager	Branch Controller	Opts, Manager
otal approved this Month		Client \$	Regional Mgr.	Superintendent	Site Dev. Mgr. Acct. Dep
			L TEPBIOINT TIPE: 1	Bupatinondanis	Star Derringr. (11000 Dep
	NUR BURGLER DATABAS	Check Run Date:		f #	Joint Checks
	•				
		Quick Pay Date:		•	······································
		Net		<u>!</u>	
,		Nec 2.25%:		<u>_</u>	
		Balance Due:			
		Dalance Drie.			•

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HELIX-TR-EX-522-0086

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JA004122

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulation below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items my apply.

A	В		С		D		Е	F			G		Н		1
ITEM NO.	Description of Work	5	Scheduled Value		WORK CO Previous Application (D+E)_		ETED	Materials Presently Stored (Not in D or		Complet to)TAL ed & Stored date +E+F)	% (G/C)	Balance to Finish (C-G)		Retainage variable rate)
	<u>CONTRACT LINE ITEMS;</u> BLDG #2 TYPE 2 DESIGN				· .					ş		-	\$ -	5	- 6
6	TYPE I GRAY SMOOTH STRUCTURAL CMU	s	32,100.00	ŝ	28,890.00	\$	3,210.00			S	32,100.00	100.00%	5 -	\$	3,210.00
7	TYPE 1 THIN BRICK VENEER BLDG #3 TYPE 2 DESIGN	s	151,200.00				<u>i</u>			s s.	-	0.00%	\$ 151,200.00 \$ -	\$ \$	· •
8	TYPE I GRAY SMOOTH STRUCTURAL CMU	\$	32,100.00	s	16,050.00	5	16,050.00			\$	32,100.00	100.00%	\$ -	\$	3,210.00
	TYPE I THIN BRICK YENEER BLDG #7 TYPE 3 DESIGN	5	151,200.00				•			\$ \$	-	0.00%	\$ 151,200.00 \$	S S	·-
10	TYPE I GRAY SMOOTH STRUCTURAL CMU BLDG #8 TYPE 1 DESIGN	s	45,200.00	5	40,680.00	\$	4,520.00			s S	45,200.00	100.00%	s - s -	\$ \$.	4,520.00
- 11	TYPE I GRAY SMOOTH STRUCTURAL CMU	s	249,300.00	s	249,300.00					\$	249,300.00	100.00%	s	\$	24,930.0
12	TYPE I THIN BRICK VENEER BLDG #9 TYPE 1 DESIGN	\$	310,700.00							\$ \$	-	0.00%	\$ 310,700.00 \$ -	5	-
13 14	TYPE I GRAY SMOOTH STRUCTURAL CMU TYPE I THIN BRICK VENEER	\$ \$	249,300.00 310,700.00		248,589.00	5 5	711,00 116,072-00	\$ 48,30	00.00	\$ 5	249,300.00 164,372.00	L	17	\$ \$	24,930.0 16,437.2
19	CHANGE ORDERS: CHANGE ORDER# 1		228,191.00		2,239.42		A 31,859.99	s 53.7	12.00		87,811,41	38,48%	\$ 140,379.59	e	8,781.1
12	C/O#2		7,760.58	1.1	7,760.58		31,03939	, J. J. J. J. J. J. J. J. J. J. J. J. J.	12.04	ΪĮ	7,760.58		1	e	776.0
	COF 2		15,826.54	1	1,100.30		15,826,54			1	15.826.54				1,582.6
20	CALL SOMM	*	3,448.11	1			3,448.11]		[]	3,448.11		-	1	344.8
21	WONE COMPL	s	532.36			s	532.36	÷	`		532.36	1		s	53.2
		s	1,800.00			\$	1,800.00			K	1,800.00		1	S	180.0
	TOTALS	: 5	1,789,358.59	, 5	593,509.00	s	194,030.00	S 102,0	12.00	s	889,551.00	49.719	s 899,807,59	s	. 88,955,1

Page of Pages Application # 8

8-27-08 Application Date;

> Period to: 8/22/08

Apco - Project: MANHATTAN WEST Job #: 16820.223

HELIX-TR-EX-522-0087



Property Name: MANHATTEN WEST Property Location <u>LAS VEGAS, NV.</u> Undersigned's Customer<u>: APCO</u> Invoice# / Payment Application<u>#: 36095</u> Payment Amount: <u>\$266437.80</u>

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property of to the Undersigned's Customer, which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials and equipment that are the subject of this walver and release.

8/27/08
Dated

d release	AL	
THEN	ASONRY GROUP NEX	ADA, INC.
By	KAR !	·
It: C	HRISTINE DOWTY	A/R



LABOR RELEASE

JOB:	Apro	
LOCATION:	Manhatten West	
INVOICE :	36095	· · · · · · · · · · · · · · · · · · ·

Each of the undersigned hereby acknowledges receipt in full of all monies due and hereby waives all claims and rights of lien against the above described job location for all labor performed and materials furnished on, to, or in connection with the work in progress, up to and including the respective dates specified opposite the signatures of the undersigned.

FRINTED NAME	SIGNATURE	DATE
Aruando Cizimor	<u></u>	
Fidel Molina	Hold.	
Tyley Wille	Zyllubel	
<u>Sosé Ornelas</u>	Here Truest	
Jose Angel 6	TUTHA	· · ·
<u> </u>		
	, , , , , , , , , , , , , , , , , , ,	
		and a second second second second second second second second second second second second second second second
		an an b>
		

SUBCONTRACTOR:

THE MASONRY GROUP NEVADA INC.

ADDRESS:

4685 BERG ST. N. LAS VEGAS, NV 89081

DATE:

CAMCO-MW 00133

HELIX-TR-EX-522-0089

UNCONDITIONAL WAIVER AND RELEASE		
UPON FINAL PAYMENT A		
Property Location: Manastan West Condos		
Undersigned's Customer: The Mismvy Map		
Invoice/Payment Application Number: <u>FMa b</u>		
Payment Amount: NO MONLES due		
Amount of Disputed Claims:		

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on above described Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form,

79-02-08 Dated:

б Bv: Tfs:

CAMCO-MW 00134

HELIX-TR-EX-522-0090

A ThyssenKnipp Services company

ThyssenKrupp Safway, Inc.



ThyssenKrup

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: Property Location: Undersigned's Customer: Invoice/Payment Application Number: Payment Amount: Amount of Disputed Claims;

MANHATTEN WEST SERENE/LAS VEGAS BLVD SOUTH THE MASONRY GROUP FINAL

The undersigned has been paid in full for all work, materials and equipment furnished to his Customer for the above-described Property and does hereby waive and release any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the abovedescribed Property, except for the payment of Disputed Claims, if any, noted above. The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

-0--0-

Dated:

Safway Services, Inc.
Company Name
\bigcirc
By: Koulalin
Its: allice fran.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

ThyssenKrupp Safway, Inc. 4185 W. Hannon Avenue Las Vegas, NV 89103 USA Phone: (702) 731-1418 Fax: (702) 731-1537 Internet: www.safway.com

CAMCO-MW 00135

HELIX-TR-EX-522-0091

4150 Smiley Road • North Las Vegas, NV 89081 702.644.3000 • Fax 702.644.1736



To: APCO CONSTRUCTION

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name:	MANHATTAN WEST
Property Location:	NV
Undersigned's Customer:	THE MASONRY GROUP
Inv/Payment Application:	210787, 211797, 211882, 212187, 212447, 212656, 212804
Payment Amount:	\$ 6,104.84
	27

Amount of Disputed Claims: None

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to the release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent: This release covers a final payment to the Undersigned for all work, materials or equipment furnished by the Undersigned to the Property or to the Undersigned's Customer and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the Undersigned.

The Undersigned warrants that he either has already paid or will use the money he receives from the final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

DATED: 8/27/08

SIERRA READY Liz Weeks

Accounts Receivable Title:

sierrareadymix.com ·

CAMCO-MW 00136



CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

PROPERTY NAME: MANHATTEN WEST

PROPERTY LOCATION: 215 & RUSSELL LAS VEGAS. NV

UNDERSIGNED'S CUSTOMER: THE MASONRY GROUP, INC

INVOICE/PAYMENT APPLICATION NUMBER: 241103.245728.246220.246221.249139. 249642,251124

PAYMENT AMOUNT: <u>\$2,230,13</u>

AMOUNT OF DISPUTED CLAIMS: <u>\$-0-</u>

Upon receipt by the undersigned of a check in the above referenced payment amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described property to the following extent:

This release covers the final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the property or to the undersigned's customer and does not cover payment for disputed claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the money he receives from the final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: 08-27-08

TRI-DELT A DIVISION OF SUPERLITE BLOCK BY: Leanne ITS: Chedit

CAMCO-MW 00137

JA004129

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

LLIED BUILDING MATERIAL

Property Name: - MANHATTEN WEST

Property Location: <u>- RUSSELL / ROCKY WOOD HILLS, LAS VEGAS, NEVADA</u> Undersigned's Customer: <u>APCO CONSTRUCTION / THE MASONRY GROUP</u> Invoice/Payment Application Number: <u>"SEE REVERSE"</u> Payment Amount: <u>\$14,273.75</u> Disputed Claims; <u>\$-0-</u>

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

This release covers a final payment to the undersigned for all work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer, and does not cover payment for Disputed Claims, if any. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this final payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: August 27, 2008

ALLIED BUILDING MATERIALS

(Company Name)

Its: <u>Teresa Yubeta, Asst. Controller</u>

221 W. Wyoming Ave., Las Vegas, NV 89102 * (702) 382-8704 * FAX (702) 382-3869

CAMCO-MW 00138



OSSIS IRON ... JRKS Custom ornamental Iron / steel fabricator and erector Office 765-7000 Fax 644-7984 4860 Cecile Ave. Las Vegas, NV 89115 ossilron@embargmail.com LIG.51974A

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To: Apco Construction	**REVISED**	Date Invoice	8/19/2008 8190801
Attar Randy / Accounting			
Work Order Number: 168-Curtain Wall Support Angles		Phone	249-6705
	•	Fax	736-3820

Vendor.

Materials		an an ann an Anna an Anna an Anna an Anna an Anna an Anna.	AMOUNT
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15% handling fee for materials	13	<u> </u>	······································
			\$194.78

47-662279 124-2957.

Hours of Labor workers and rate

	Date	Regula	r Hours	0	<i>i</i> ertin	ne Hours	ALC: NO	Total Hours	Total Due
		Total hrs. Worked	\$50.00	Total Worked	hra	\$65.00	1.2.1.4		
Vorkers	8/11/2008	32	\$1,600.00	В	بالي من ية.	\$520.00	1.200	40	\$2,120.0
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Page 1 of 2

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TRUCK WIGENERATOR IEQUIPMENT

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DATE	# OF TRUCKS AT SITE	RAT	E PER TRUCK		HRS AT SITE	Tolal Due
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8/12/2008	2	4	\$11.00	1 × 1	1D	\$220.00
8/13/2008	1	2	\$11.00	4	4	\$44.00
8/14/2008	. 1	17	\$11.00	a a	6	\$66.00
8/15/2008	1		\$11.00		8	\$88.00

Total for Truck w/ Equipment

TOTAL 6,622.78

All material is guaranteed to be a specified and the above work was performed in accordance with the drawings and specifications provided. The above work was completed in a substantial workmanlike manner for the agreed sum of Six Thousand Four Hundred Twenty Eight no/co

In Accordance to our agreement

page 2 of 2

HELIX-TR-EX-522-0096

CAMCO-MW 00140

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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT:	MANHA	MAN	てい	st c	ondo		
LOCATION:	9205 -0	9255.	w.	eussel	LLV	89148	
PROJECT CO	NTACT INFO:	RONDY	ې الم	cksel	- TOE	DEHAAS	

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DATE WORKER / TIME IN TIME OUT 8-11-08 JOSE LUIS COLTER 7 AM 5 PM 10 2085 Rodarts 7 AM 5 PM 10 EUSONIO ROJAS 7 AM 5 PM 10 EUSONIO ROJAS 7 AM 5 PM 10 BENOSTO LUZANILLA 7 AM 5 PM 10		Marstop			
EUSONIO RODAETOS 7 AM 5817 10 EUSONIO RODAE 7 AM 5817 10 BENOSTO LUZANILLA 7 AM 5817 10	Sector and the sector of the s	WORKER	TIME IN	TIMEOUT]
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CAMCO-MW 00141

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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT:	MANHA	TTAN	wee	J COND	0		
LOCATION:	9205 -	9255	ω.	RUSSELL	LV.	89148	
PROJECT CO	NTACT INFO:	Ranky	N	ickeel	- 706	DEHAAS	

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8-12-08	LOSE RODARTE	7 AM	SPR	0
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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT: M.	ANHATTAN WEST	CONDO	
LOCATION: 9	205 - 9255 W. Rus	ssell Lu	89148
PROJECT CONTA	CTINFO: RANDY NICK	all - Jo	CAAH-DO O
	-THURSDA.		
DATE	WORKER /	TIME IN	TIMEOUT
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			APCO CONSTRUCTION
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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT;	Tanka TTAN	WEST	CONDO		
	9205 - 9255	· · · · · · · · · · · · · · · · · · ·	ell Lu	89148]
PROJECT CON	TACT INFO: RAND	Y NICKS	(- Jo	E DO-HAAS]
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DATE	WORKER		TIMEIN	TIME OUT]
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Terrible Herbst 274 1395 Lake Mend Pkwy Henderson, Ny

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Terrible Nerbst #2 1395 Laka Kend Pka Kundersan IIV 51NN 00209203

Cash Receipt

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Total		20.00
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REBEL OIL #47 650 US HWY 95 SEARCHLIGHT, NV 89046 /R 2 /S 1 /T 21 /C 21 08/13/2008 08:42:50 Store#0047 Phome 702-297-1212

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Thank You

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1 FUEL PREPAY #08	\$40.00
TOTAL	\$40.00
CASH TENDER	\$4D.00

Thank You

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REBEL DIL #47 650 US HWY 95 SEARCHLIGHT, NV 69046 /R 1 /S 1 /T 268 /C 11 08/13/2008 12:44:16 Store#0047 Phone 702-297-1212 Ċ

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I FUEL PREPAY #07	\$30.00
TOTAL	\$30,00
CASH TENDER	\$100.00
CHANGE DUE	\$70,00

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FUEL	\$40.00 \$40.00
TOTAL	\$50.00
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Cash Receipt

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REBEL DIL #38 4240 E. Craig Rd LAS VEGAS, NV 89030 /R 2 /S 2 /J 158 /C 22 08/15/2008 13:57:34 Store#0038 Phone 702-644-8397

Thank You

1 COKE POHERADE 3202 M	\$1.59 N
1 COKE PDWERADE 3202 M	\$.63 N
1 AUG PHRADE	6.00
1 FUEL PREPAY #05	\$17.78
TOTAL	\$20.00
CASH TENDER	\$20.00

Thank You

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HELIX-TR-EX-522-0108





OSSI S IRON JRKS Custom ornamental iron / steel fabricator and erector Office 765-7000 Fax 644-7984 4860 Cecile Ave, Las Vegas, NV 89115 ossliron@embarqmail.com LIC.51974A

To: Apco Construction	Date Invoice	8/21/2008 8210803
Atin: Randy / Accounting	n (voico	DZ (0000
Work Order Number: 168-Curtain Wall Support Angles	Phone	249-6705
	Fax	738-3820
	and the state of t	the state of the second s

Vendor / Materials

AMOUNT 15% handling lee for materials \$0,00

MATERIAL TOTAL FOR 8/8 - 8/11

Hours of Labor workers and rate

	Date		ula	r Hours			ne Hours	the second second	Total Hours	Total Due
		Worked		\$50.00		Total hra Worked	\$85.00	** C + 2' +		
Workers	8/16/2008	8		\$400.00	Section Section	3	\$195.00	A COLUMN TO A	11	\$595.0
Worker	8/16/2008		8	\$400.00	ł	0	\$0.00	1. Sec. 1	8	\$400.0
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Page 1 of 2

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	# OF TRUCKS AT SITE	RATE PER TRUCK	SITE	Total Due
8/16/2008	1	\$11.00	20	\$220.00
		\$11.00		\$0.00
		\$11.00	2	\$0.00
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	1	4	

Total for Truck w/ Equipmer

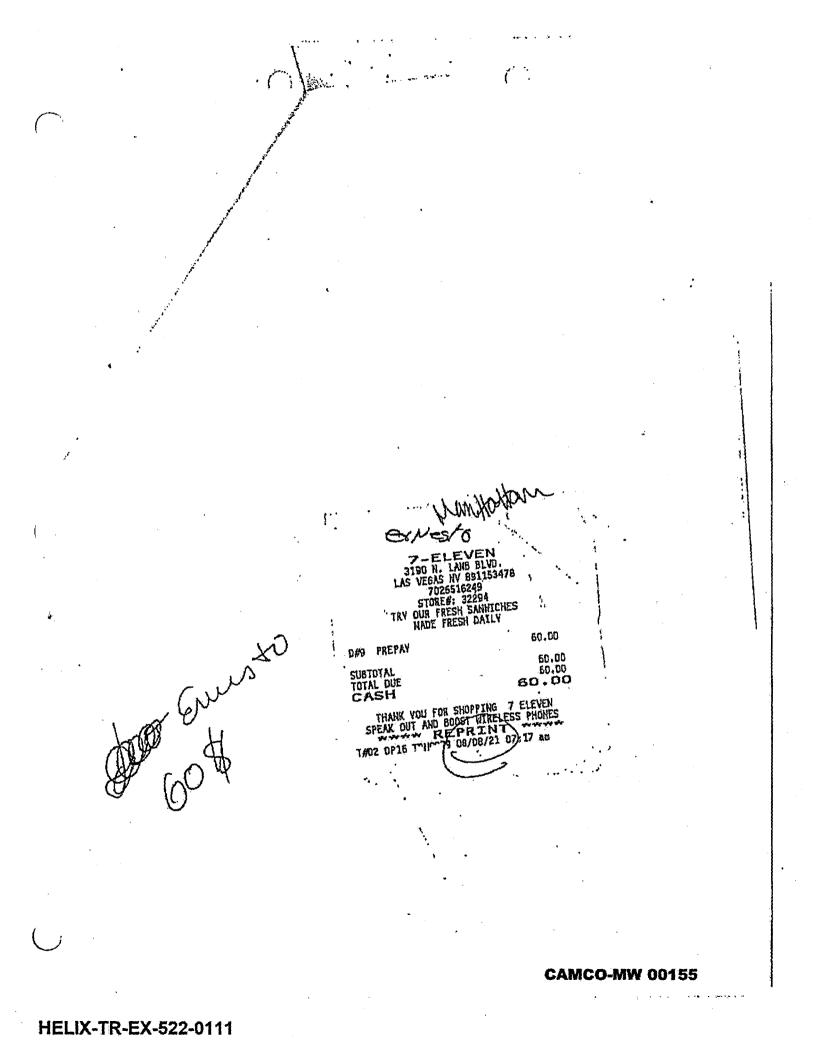
TOTAL

1,215.00

All material is guaranteed to be a specified and the above work was performed in accordance with the drawings and specifications provided. The above work was completed in a substantial workmanlike manner for the agreed sum of Twenty Five Thousand Seven Hundred Thirty Nine 94/00

In Accordance to our agreement

page 2 of 2



Ŀ • Ĉ 1 4 1 CITY STOP 4 3320 N LV BLVD 702-644-1048 11:42 Pump 1 \$30.00 08/20/08 PREPAID SSPRAT. FUEL-Mapasula \$34.75 \$40.00 TOTAL CASH \$34.41 \$0.34 \$5.25 TAX PD 1-6555 CHANGE RECEIPT NO. picentfatton THANK YOU FOR YOUR BUSINESS

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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT: MA	ANHATTAN WEST	CONDO]
LOCATION:	205 - 9255 W. Russ	rell LU	89148]
PROJECT CONTA	CTINFO: RANDY NICK	s(c - Joe	3 Dos HAAS]
	KIONDAY	, •,	·	
DATE	WORKER	TIME IN	TIME OUT]
8-18-08	BRNESTO LUZANILLA	644	BPH	9 4105
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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT: M.	ANHA TTA	N WEST	CONDO	· · · · · · · · · · · · · · · · · · ·	
LOCATION: 9	205 - 925	5 W. Russ			
PROJECT CONTA	CT INFO: RAN	BY NICKE	il - Je	10 Lot HAA	3
		TUBBAS			
DATE	WORKER		TIME IN	TIMEOUT	· ·
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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT: Manth Han West. Condon, LOCATION: 9305-9355 W. RUSSELL, LAS NELOS NW 89148 PROJECT CONTACT INFO: BANdy Nickell - THE Dehaps

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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT: WANYUHOUT WEST CONV	б
LOCATION: 4205-9255 11. RUSS	ell, lasteras 1/1389148
PROJECT CONTACT INFO: PANAL Lich	

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4860 CECILE AVE. LAS VEGAS, NV 89115 OFFICE: 702-765-7000 FAX: 702-644-7984

DAILY LABOR REPORT

PROJECT:	Manha	TTAN	VEST	CONDO	
LOCATION:	9205 -	9255	W. RUSS	ell tu	89148
PROJECT CO	INTACT INFO:	RANDY	NICKS	14 - Joe	EAAH OL
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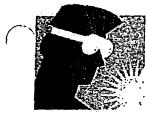
DATE	WORKER	TIMEIN	TIME OUT]
8-16-08	ERNOSTO LUZANILLO	6 An	6 PM	12
<u> </u>	LEO MARTINEZ	6 AM	2 PM	B
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GAVE COPY TO:		

CAMCO-MW 00161

HELIX-TR-EX-522-0117

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DSSIS IRON RKS Custom ornamental Iron / steel fabricator and erector Office 765-7000 Fax 644-7984 4880 Cecile Ave. Las Vegas, NV 89115 ossilron@embargmall.com LIC.51974A

	Date	8/27/2008
To: Apco Construction	Invoice	8270801
Altn: Randy / Accounting		
Work Order Number: 168-Curtain Wall Support Angles	Phone	249-6705
	Fax	736-3820



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Vendor / Mat	erials		and 19 4 of 18 197 , 19 19 19 19 19 19 19 19 19 19 19 19 19	AMOUNT
8/20/2008 CTT	Y STOP.	E.		30.00
8/21/2008 7 E	LEVEN	ŝ	18	60.00
8/18/2008 7 E	LEVEN	1		40.00
			a de la companya de la companya de la companya de la companya de la companya de la companya de la companya de l	
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		4215	3	
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		and a second		
	a. Arr		The second second second second second second second second second second second second second second second se	
15%	bandling fee for materials			
		MATERIAL TO	TAL FOR 8/18 - 8/21	\$130.00

Hours of Labor workers and rate

	Date	Regula	Regular Hours		Overtime Hours			Total Hours	Total Due
[Total hrs. Worked	\$50.00	10	Total hrs Worked	\$65.00	Party Party		
Workers	8/18/2008	8	\$400.00	A CLAUSE	0.5	\$32.50	A 444		\$432.50
Workers	8/19/2008	3	\$150.00	Sec. 1	0	\$0.00	12.00	•	\$150.00
Workers	B/20/2008	6	\$300,00			\$0.00	ž		\$300.00
Workers	8/21/2008	8	\$400.00	1	0.5	\$32.50	5		\$432.50
field mngr	•			Â		\$0.00	in a		\$0.00
owner				4		\$0.00	5		\$0.00
Workers						\$0.00	1		\$0.00
field Mngr				1.44		\$0.00	1		\$0.00
owner [Ē		\$0.00	*		\$0.00
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L L				3			ŝ		
Γ	1			1			Į		
	Total for Hours of lebor \$1,315.00								

Page 1 of 2

CAMCO-MW 00162

HELIX-TR-EX-522-0118

TRUCK WIGENERATOR /EQUIPMENT

DATE	# OF TRUCKS AT SITE	a statement	RATE PER TRUCK	¥Н.	HRS AT	Total Due
8/18/2008	1	B	\$11.00	F	9	\$99.00
8/19/2008	1		\$11.00	2	3	\$33.00
B/20/2008	1		\$11.00	ĩ	6	\$66.00
8/21/2008	1		\$11.00	Ĩ	9	\$99.00
			Total for Truck w/ Equipment	Ľ		\$297.00

TOTAL 1,742.00

All material is guaranteed to be a specified and the above work was performed in accordance with the drawings and specifications provided. The above work was completed in a substantial workmanlike manner for the agreed sum of One Thousand Seven Hundred Fourty Two no/oo

In Accordance to our agreement

page 2 of 2

CAMCO-MW 00163

HELIX-TR-EX-522-0119

<u>.</u>

hougo. 7-ELEVEN 3180 N. LAMB SLVD. LAS VEGAS NV 691153478 7026516249 STORE#: 32294 TRY DUR FRESH SANWICKES NADE FRESH DAILY 4.02/000 1.4000 40.00 D#11 PREPAY 40.00 SUBTOTAL TOTAL DUE CASH 40.00 40.00 THANK YOU FOR SHOPPING SPEAK OUT AND BODST 11. 7 ELEVEN THO2 OP23 TRN0251 ph No.

HELIX-TR-EX-522-0120

CAMCO-MW 00164

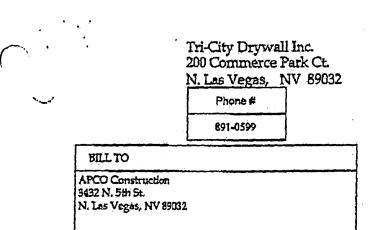
(

TRI-CITY BRYWALL INC. 200 COMMERCE PARKCT. 4 N. LAS VERAS, NV 880382 PHONE INT-0500 + FAX 801-0611 733/63.3 20974
TO: <u>Yvonne</u> DATE: <u>9/4/08</u> TIME: <u>TIME</u> : FROM: <u>Shannon</u> RE; <u>August</u> Invoice
NUMBER OF PAGES INCLUDING COVER SHEET: 33
FOR YOUR USE
FOR REVIEW AND COMMENT
STOCK
DELIVERY
AS REQUESTED
OTHER

order COMMEN the ncluded 10 nance A 5 N 11780 allen APC also か \mathbf{n} ns AND D Surr AVT

CAMCO-MW 00165

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INVOICE

DATE	INVOICE #
8/25/2008	13722

			P.O. NO.	TERMS	DUE DAI	re project
				Due By 30th	9/30/200	8 Manhattan West C
	ITEM		DESCRIPTIO	N		AMOUNT
5 	Frame Frame Frame Frame Less 10% Ret	Frame complete & dry Frame hard Ilds & par Bldg. 7 Frame soffits - floors 1 walls on 4th floor & ta Frame soffits - floors 1 walls on 4th floor & ta Less 10% Retention	t of the 8th floor. Con -3 & frame considors pe units on floors 1-2 -3 & frame corridors	iplete lay-out for 9th i floors 1-2. Hang dry & part of 3 © Bldg. 8 floors 1-2. Hang dry	wallon	80,500.00 52,675,00 130,000.00 125,000.00 -38,817,50
		<u> </u>	<u>.</u>	TO	FAL	\$349,357.50

CAMCO-MW 00166

6

APPLICATION AND CERTIFICATE FOR PAYMENT DOCUMENT 0702 (INSTRUCTIONS ON REVERSE SIDE) PAGE 1 OF 1 TO CONTRACTOR: **APCO** Construction PROJECT: APPLICATION NO: 7 Distribution for 3432 N. 6th Street PERIOD: Aug-08 D OWNER North Las Vepas, NV 89032 PROJECT NOS .: D ARCHITECT **CONTRACTOR** FROM CONTRACTOR: Tri-City Drywall, Inc. **MAARCHITECT:** CONTRACT DATE: 200 Commerce Park CL North Las Vapas, NV 89032 CONTRACT FOR : Manheltan West CONTRACTOR'S APPLICATION FOR PAYMENT The varietsianed contractor centiles that to the basi of the Contractor's knowledge, into-Application is made for payment, as shown below, in connection with the Contract. mation and belief the Work covered by this Application for Payment has been completed Continuation sheet. ALA Document G703 is atlached. In accordance with the Contract Decements, that all amounts have been pald by the Contractor for Work for which previous Cardicates for Payments were issued and pay-**1. ORIGINAL CONTRACT SUM** 4,128,100.00 ments received from the Owner, and that content payment shown herein is now due. 2. Net change by Change Orders 204.000.00 SUBCONTRACTOR: Tri-City Drywall, Inc. **3. CONTRACT SUM TO DATE** (Line 1 +\-2)..... 4.332.100.00 Date: By: 4. TOTAL COMPLETED & STORED TO DATE . **S** 2,936,032.50 State of: NEVADA County of: CLARK (Column G on G703) Subscribed and swom to before SNAMNOH MITCHELL 5. RETAINAGE me this 25"day of AU4 , 2008 olony Public, Diate of Heviata a. 10 % of completed work 293.603.25 EAppointment No. 00-61557-1 (Columns D+E on G703) My Apps. Explem 740 28, 2912 b. 10 % of Stored Material (Columns F on G703) Notary Public Total Relainage (line 5a 5b or 293.603.25 My Commission expires: total in column I on G703). **ARCHITECT'S CERTIFICATE FOR PAYMENT B. TOTAL EARNED LESS RETAINAGE** 2,642,429.25 (Line 4 less Line & Total) in accordance with the Contract Documents, based on on-site observation and data 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT comprising this application, the Architect certifier to the Owner that to the best of the 2,293,071.75 quartity of the work is in accordance with the Contract Documents, and the Contractor (Line 8 form prior Certificate) is entited to payment of the AMOUNT CERTIFIED. 349,357.50 8. CURRENT PAYMENT DUE 9. BALANCE TO FINISH, INCLUDING RETAINAGE AMOUNT CERTIFIED (Line 3 less Line 6) 1,689,670.75 \$ (Affacts explanation if account certified differs from the amount applied for, initial all figures on this application and on the Continuation sheet that are changed to CHANGE ORDER SUMMARY ADDITIONS IDEDUCTIONS TOTAL CHARGES APPROVED IN conform to the smount carblind) PREVIOUS MONTHS BY OWNER 204,000.00 ARCHITECT: Total approved this Month Date: By TOTALS 204,000,00 This Carlificate is not neuoliphie. The amount contined is payable to the con-NET CHANGES by change order 204,000.00 bector named herein, issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTI	ΝU	ATI	ON	SHEET
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HELIX-TR-EX-522-0124

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,

containing Contractor's signed certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use column I on contracts where variable relaining for line items may apply

<u>A</u>	В	0		0	 E		F		G			Н		1
item ND.	DESCRIPTION OF WORK	SCHEDULED VALUE		WORK C M PREVIOUS PLICATIONS (0 + E)	PLETED IS PERIOD	PF (ATERIALS IESENTLY STORED (NOT IN D OR E)	AN	TOTAL DMPLETED ID STORED TO DATE (D+E+F)	% (G/C)	6	BALANCE TO FINISH (C-G)		TAINAGE (IF ARIABLE RATE)
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 1 22 23	Bidg. 2 Bidg. 3 Bidg. 7 Bidg. 8 Bidg. 9 Change Order #000001	302,000,00 302,000,00 1,620,000,00 952,050,00 204,000,00	3555	300,000.00 170,000.00 788,725.00 502,000.00 583,132.50 204,000.00	80,500.00 52,675.00 130,000,00 125,000.00			******	300,000,00 250,500,00 841,400,00 632,000,00 708,132,50 204,000,00	99.34% 82.95% 51.94% 66.38% 74.38% 100.00% #DIV/01 #DIV/01 #DIV/01 #DIV/01 #DIV/01 #DIV/01 #DIV/01	\$ \$ \$ 5	2,000.00 51,500.00 320,050.00 243,917.50 - - - - - - -	\$	63,200.00
<u> </u>	······································	4,332,100.00	1 5	2,547,857.50	\$ 388,175.00	\$		15	2,936,032.50	67.77	6 \$	1,396,067.50	513	293,603.2

CAMCO-MW 00168

PAGE 8



200 Commerce Park Ct. + N. Las Vegas, NV 89032 Phone 891-0599 + Fax 891-0611 - License # 0029962 NV (C-4ce)

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Manhattan West	•		
Property Location: Bldg. 3 & 7-9	•	<u>۴.</u>	•
Undersigned's Customer: _APCO Construction		، ب ور در بر رو رو رو رو رو رو رو رو رو رو رو رو رو	·:
Invoice/Payment Application Number: 13722			
Payment Amount: \$349,357.50	•		·

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been by the bank on which it is drawn, this document becomes effective to the release and the undersigned shall be deemed to wrive any notice of lien, any private bond right, and claim for payment and any zights under any similar ordinance, rule, or statute related to payment rights that the undersigned has on the above described Property to the following extent

This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer, which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any relention withheld, any items, modifications of changes pending approval, disputed items and claims, or items furnished or invoiced after the Payment Period. Before any recipient of this document relies on it, s/he should verify evidence of payment to the undersigned. The undersigned warrants that s/he either has already paid or will use the money 5/he receives from this progress payment promptly to pay in full all her/his laborers, subcontractors, materialmen and suppliers for all work, material or equipment that are the subject of this waiver and release.

DATED: Aug. 25, 2008

HELIX-TR-EX-522-0125

. Tri-Ci	ty Drywall, L	nc.	•	
Comp	any Name Vesse	0	Enter	k.:
by: Its: Pro	sident	<u> </u>		
TITLE	-v	•		

CAMCO-MW 00169

. . . .



200 Commerce Park Ct. + N: Las Vegas, NV 89032 Phone 891-0599 + Fax 891-0611 - License # 0029962 NV (C-4ce)

LABOR RELEASE

JOB: Manhattan West

LOCATION: Bldg. 3 & 7-9

Each of the undersigned hereby acknowledges receipt in full of all monies due and hereby waives all claims and rights of lien against the above described job laocation for all labor performed and materials furnished on, to, or in connection with the work in progress, up to and including the respective dates specified opposite the signatures of the undersigned.

2-25 1005 olalio 250% SUBCONTRACTOR: Tri-City Drywall, Inc ADDRESS: 200 Commerce Park Ct. DATE: Aug. 25, 2008 N. Les Vegas, NV 89032

CAMCO-MW 00170

HELIX-TR-EX-522-0126



200 Commerce Park Ct. + N. Las Vegas, NV 89032 Phone 891-0599 + Fax 891-0611 - License # 0029952 NV (C-4ce)

LABOR RELEASE

JOB: Manhattan West

LOCATION: Bldg. 3 & 7-9

Each of the undersigned hereby acknowledges receipt in full of all monies due and hereby waives all claims and rights of lien against the above described job laocation for all labor performed and materials furnished on, to, or in connection with the work in progress, up to and including the respective dates specified opposite the signatures of the undersigned.

PRINTED NAME	SIGNATURE	DATE
Close-S Lopez	abse 5 logez	8-25-08
HECTOP GARIDAY	- Lot Contar	an an an an an an an an an an an an an a
(SWALDS BLAND	Jucker Blann	
Mar Igers R	Nor logis R	
15mar Arechiega	Ismael Arechiega	
Paperto La Jan	DeBall yor M	
Kicurda del Rob	Mindo	
RAMONRAFE	24 HAMON PE	kez /
Jon A Pare 11.	1,44	
SUBCONTRACTOR: Tri-City Dry	wall. Inc.	
ADDRESS: 200 Commerce Park N. Las Vegas, NV 89		2008

CAMCO-MW 00171

89/04/2008 BB: 35 3651020

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(NRS 108.2457 & NRS 339)

Job No.: TRI-CITY DRYWALL, ENC 290 COMMERCE PARK CT N LAS VEGAS, NV 89032

Property Name: MANHATTEN WEST Property Location: RUSSELL & 215 - IN FRONT OF BUILDING 9, LAS VEGAS Undersigned's Customer: TRI-CITY DRYWALL INC Javoice/Payment Application Number: thru 8-25-08 Payment Amount \$34,070,00

Upon receipt by the undersigned of a check in the above-referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the back on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to wrive any police of lien, any private bond right, any claim for payment and any rights under any similar ordinance, rule or sizure related to payment rights that the undersigned has on the abovedescribed Property to the following extent:

This tolesse covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount of such portion of the Payment Amount as the undersigned is securally paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he effect has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborare, subcontractore, materialmen and suppliers for all work, nusterials or equipment that are the subject of this waiver and relevae.

Dated: 8/26/2008

l'aur Pamela C Carr

Famela C Carr Fidence Rep Pape Material Handling DBA Pape Revis

Tracking Number: 10441624 Waiver Nomber: 250371

CAMCO-MW 00172

AUG/25/2007/SAT 02:24 PM

P. 001/001

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Names MANHATTAN WEST BLDG 3&7-9

Property Location; RUSSELL/215 LAS VEGAS, NV

Undersigned's Customer: TRI-CITY DRYWALL

Invoice/Payment Application Number: 30823 30908 30918 31055 39884 31241 31450 91526 31552 32941 31956 32021 32124 32145 32164 34463 32269 32413 32420 32623 32643 32673 32722 32758 32841 32889 32980 32937 33462 33463 33508 33640 33644 33657 33701 34507 33767 33804 33830 33886 34154 54358 34498 35051 34578 34580 34728 34783 44822 34833 34837 34838 54917 35120 35145 35209 55271 35272 35274 35175 35277 35396 35435 35449 35525 35769 35772 35854 35931 35932 36054 36084 36085 36126 36128 36158 36165 36454 36261 36406 36510 36597 36697 36768 36792 36319 36875 36914 37003 37142 37203 3734 37426 37472 37667 37800 38013 38025 38099 38137 38297 38353 38379 38465 38466 38554 38590 38729 38679 38681 34862 38900 38905 38014 38915 39040 39087 39147 39161 39322 39439 39249 59349 39371 39468 39832 39492 38595 39605 39706 39707 39835 39962 39967 39977 40104 40126 40179 Payment Amount: \$ 640,178.03

Payment Period: THRU 8/25/08

Upon receipt by the indersigned of a check in the above-trainenced Payment Amount, psyable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice of lien, any private bond right, any claim for psyment and any rights under any similar ordinance, rule or stame related to psyment rights that the undersigned has on the above described Property to the following extent:

This release covers a progress payment for the work, insterials or equipment furnished by the undersigned to the Property or to, the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Ambine or such portion of the Paymont Amount as the undersigned is actually paid, and does not cover any retaillon withheld, any items, modifications or changes pending approval, disputed items and claims, or here furnished that are not paid. Before any recipient of this document relies on it he should verify evidence of payment to the midarsigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and suppliers for all work, materials or equipment that are the subject of this waiver and release.

Dated: August 25, 2008

: Garrett Materials Probuild

CAMCO-MW 00173

09/04/2008 08:35 3651820 AUG/26/2008/TUE 08:18 PX TOMARCO

FAX Nc. 7028378150

PAGE 10

P. 001/001

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property News: .MANHATTAN WEST BLDG 3 '6 7-9
Property Locations LAS VEGAS, NV
Undersigned's Customers TRI-CITY DERWELL, INC
Invoice/Payment Application Number: .3154526, \$154952, \$155095
Payment Amount:
Payment Pariod: DB/25/0B

Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to walve any notice of lien, any private bond right, any claim for payment and any rights under any similar ordinance, nule or statute related to payment rights that the undersigned has on the above described Property to the following extent: This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Involce or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention withheld, any items, modifications or changes pending approval, disputed items and claims, or items furnished that are not paid. Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials or equipment that are the subject of this walver and release.

Dated: ... 8:27-58

Iter adminter

TOMPERO

CAMCO-MW 00174

Tri-City Dryw 200 Commerce	all Inc. Park Ct.
N. Las Vegas,	NV 89032
Phone #	

891-0599

BILLTO

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APCO Construction 9432 N. 5th St. N. Las Veges, NV 89032

IN	VO	DICE
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DATE	INVOICE #
8/26/2008	13726

``		P.O. NO. TERMS		DUE DATE	PROJECT		
			Due By Soth	9/30/2008	Manhattan West C.		
ITEM		DESCRIPTIO	N		AMOUNT		
Change Order # Change Order #	Change Order # 5 @ M Change Order # 6 Change Order # 8 Change Order # 9 Change Order # 9 Change Order # 10 Change Order # 11 Change Order # 12 Change Order # 13 Change Order # 14 Change Order # 15 Change Order # 15 Change Order # 16 Change Order # 17 Change Order # 17 Change Order # 18 Less 10% Retention	anhattan West			3,900.00 2,855.77 450.00 2,400.00 5,850.00 2,400.00 5,850.00 2,000.00 1,400.00 6,750.00 6,750.00 4,000.00 -3,913.08		
•			T	OTAL	\$75,217.69		

CAMCO-MW 00175

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HELIX-TR-EX-522-0131

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INC. So <u>APCO</u> <u>Construction</u> <u>3432</u> N. 5 ⁺⁶ St. <u>1018</u> <u>Webs</u> <u>1018</u> <u>Webs</u>		•	
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Remark drywall from stocked whits on the 1st floor of Bldg. 8 3 9 due to Superintende for APCO asking to united the floors. We were told to stock the 1st floor on Pach Building minus the concident 3 the 5 unit: KE AGREE hereby to make the change(s) specified above at this pice is \$ 3.900 00 NE 5 1/2 108 NE 5 1/2 108 NE Source and specifications of h Change Order are holder are hereby ac pield Alwork to be performed under same leme and always to be performed under same leme and Sphol Alwork to be performed under same leme and			EXISTING CONTRACT NO.
Remark drywall from stocked whits on the 1st floor of Bldg. 8 3 9 due to superintend for APCO asking to united the floors. We were told to stock the 1st floor on Pach Building minus the corridor 3 the 5 unit: The 5 unit: NE AGREE hereby to make the change(s) specified above at this price is \$ 3.900 00 NE 5 1/2 108 PREVIOUS CONTRACT AMOUNT \$ PREVIOUS CONTRACT AMOUNT \$ PREVIOUS CONTRACT AMOUNT \$ PREVIOUS CONTRACT AMOUNT \$ Date of acceptance priced at work to be performed under same terms and price at works to be performed under same terms and priced at work to be performed under same terms and priced at work to be performed under same terms and performed a performed under same terms and Standard Standard Standard Standard Standard Standard Standard \$ Standard Standard			
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HELIX-TR-EX-522-0134

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200 Commerce Park Ct * N Las Vegas NV 89032 Phone 891-0599 * Fax 891-0611 * License #0029962 NV (C-4ce)

Building Type I Buildings 8 & 9							, f
1st floor	per uni	t units	cost	2nd floor	per unit	units	cost
A1	\$250,00		\$250.00	A1	\$250.00	1	\$250,00
BI	\$250,00	2	\$500.00	B1	\$250.00	23	\$500.00
B3	\$300.00		\$900.00	B 3	\$300,00	3	\$900.00
B4	\$300,00	4	\$1,200.00	B4	\$300.00	4 '	\$1,200.00
B 5	\$300.00	2	\$800,00	B 5	\$300.00	2	\$800.00
BB	\$250.00	2222	\$500.00	B6	\$250,00	2 2 2 2	\$500.00
C1	\$250.00	2 '	\$500.00	C1	\$250.00	2	\$500.00
C2	\$250.00	2	\$500.00	CZ	\$250.00	2	\$500,00
6	\$50,00	1	\$50,00	S	\$50.00	1	\$50.0D
		· units	total	٠		units	, total ,
		19	\$5,000.00			19	\$5,000.00
۰.	•					.*	
3rd floor	per unit	units	cost	4th floor	per unit	units	cost
A1	\$250.00	1	\$250.00	A1-L	\$250.00	1 221	\$250.00
81	\$250.00	23	\$500.00	B1	\$250.00	23	\$500.00
' B3	\$300.00	3	\$900.00	83-L	\$300.00		\$900.00
B4	\$300.00	4	\$1,200.00	B4-L	\$300.00	4	\$1,200.00
B 5	\$300.00	22221	\$600.00	B5-L	\$300.00	422	\$600.00
86	\$250.00	2	\$500.00	B 6	\$250.00	2	\$500.00
C1	\$250.00	2	\$500.00	C1	\$250.00	2	\$500.00
C2	\$250.00	2	\$500.00	C 2	\$250.00	2	\$500.00
5	\$50.00		\$50.00	S ·	\$50.00	1	\$50.00
		units	total		•	units	total
		19	\$5,000.00			19	\$5,000.00
Building 8	Total	\$20,000.00		4			
Building 9	Total	\$20,000.00					

Change Order Total

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\$40,000.00 6" product

CAMCO-MW 00179

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HELIX-TR-EX-522-0135

PAGE 15 3651020 09/04/2008 08:35 T 1 891-0811 **CHANGE ORDER** No. _ 🗃 DAJE JOB NUMBER 1 JOB NAME AOCATO 20 10 St. W 8903 13 **A**5 VIAAS DAIE OF DISING CONTRACT EXEMPLE CONTRACT NO. We have by agree to make the change(c) specified below: BI Rod ~ acina reason a hors Wind Brenkown Study 20 05. 5181 Dors Glass Bn pes. 18 XLAN 18 CA h on back 10 10' × 6" Made 18.6A 205. -2 21.5 Tanne 49 - \mathbf{S} 58.JH Hrs α ana Pras Ю DDn \cap WE AGREE hereby to make the change(s) specified above at this price 🗢 \$2 85 7 DALE PREVIOUS CONTRACT AMOUNT \$ 70 AUTHORED DONATURE REVISED CONTRACT TOTAL \$ -TED - The above prices and specifications of ACC Date of acceptance this Change Order are satisfactory and are hereby accopied. All work to be performed under some lemma and conditions as specified in original contract unless other-Signature . wise slipulated. CAMCO-MW 00180

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