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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Docket 77320 Document 2020-38048

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	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
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01-18-18	**Transcript – Bench Trial (Day 2)**[2]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[3]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

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	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)**[4]	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
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05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of 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**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
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-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	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
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. 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 and all related matters (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	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's 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 Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA006265-JA006284**	**85**
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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
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	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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**	**JA005986-JA006058**	**8/821**
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**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)	JA001246-JA001263	24

Date	**Description**	**Bates Number**	**Volume(s)**
	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 *En Banc* 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	Bates Number	Volume(s)
	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 *in Limine***	**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	Bates Number	Volume(s)
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 *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 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 *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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	Bates Number	Volume(s)
		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 to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**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	Bates Number	Volume(s)
	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-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion 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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA002457-JA002494	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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-JA002825	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	Bates Number	Volume(s)
	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	JA004035-JA005281	63/64/65/66/67/ 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 ***(Admitted)***	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 ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32

[5] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	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 ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	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) ***(Admitted)***	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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	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

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 properly, returned, and accepted.

☐ 1. 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. **Automobile Liability** – Reference job name and number. Owned, non-owned and hired autos.

B. **Workers' Compensation** – 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.

☐ 7. 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).

To: 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.

SUBCONTRACT AGREEMENT – 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.

PAY REQUESTS – **Camco Pacific's Pay Request form** (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 **our** 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.

PAYMENT – 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.

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 certificate for details. Camco Pacific requires a minimum of $1,000,000 Liability Insurance.

SUBMITTALS – *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!

CLEAN-UP – As you know, your Subcontract Agreement requires prompt clean-up 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.

CLOSE-OUT DOCUMENTS – 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.

RETENTION MONIES – 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.

Date: **August 26, 2008**

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

Project: ManhattanWest

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: _____
Its: _____

Subcontractor's Representative

_____
(Signature)

_____
(Printed Name)

_____
(Date)

_____
(Direct Phone Number)

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	
	To:_____

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		$_____
Les Previous Payments/Billed		$_____
Amount Due This Payment Period		$_____
Signature	_____	Date_____
Print Name	_____	Title_____

Approval By_____	Date_____	Cost Code:

HELIX00841

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 CONSTRUCTION COMPANY
	2925 E. Patrick Lane, Suite G
	Las Vegas, Nevada 89120
	California License No. 676205
	Nevada License No. 0037507
	Utah License No. 6169863-5501
	License Limit: Unlimited
	Telephone: (702) 798-6611
And the "Subcontractor"	Helix Electric of Nevada LLC
	3078 E. Sunset Rd, Suite 9 Las Vegas, NV 89120
	Nevada License No: 53810
	Federal Tax ID No. /FICA No.: [Number]
	Designated Representative: Robert Johnson
For the following "Project"	ManhattanWest
At the following "Job Site"	Russell Road and the 215 Beltway
	Clark County, Nevada 89148
Developed by the following "Owner"	Gemstone Development West, Inc.
For the following scope:	All Site and Building Electrical Work (including high and low voltage)
Cost Code:	[Contract Reference]
	See **Addendum 1** for the expanded description of Subcontractor's scope of work ("Contract Work")
With the following "Retention":	10%
For the following "Contract Price":	The follwing amounts per Building:

Building	**Amount**
Building 2	$698,000
Building 3	$698,000
Building 7	$1,858,500
Building 8	$1,064,000
Building 9	$1,064,000
Total:	**$5,382,500**

I. THE CONTRACT WORK.

A. Project Site. Contractor has executed a prime contract with Owner (the "Prime Contract") to perform all of the work required for the Project (the "Project Work") 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 **Addendum 2** hereto (the "Project Contract Documents").

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. Submittals. Subcontractor shall, to the extent required by the Contract Work, submit such shop drawings, product data, samples and similar submittals (collectively, the "Submittals") 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.

D. List of Suppliers and Subcontractors. Subcontractor shall, within five days of the execution of this Agreement, submit to Contractor a "Supplier Statement" in the form attached hereto as **Addendum 3** 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.

E. Protection of the Contract Work. 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. Reduction in the Contract Work. 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. Confidentiality. 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. Design Documents. 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 "Design Documents") 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 **Addendum 1**. 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. Specific Articles. 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

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, accordingly, 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. **Delay.** 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

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. Meetings. 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. Contract Price. 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. Invoices. All applications for payment ("Invoices") 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 **Addendum 5** shall serve as the schedule of values for this Agreement. All Invoices shall be accompanied by a list of all

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 properly 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 after 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. No Waiver. 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. Payments to Others. 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. Establishment of Fund. 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). Such tentative earnings shall not be due or payable to 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.

I. **Payment of Withheld Amount.** 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. **No Defects.** 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. **Signs.** 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. Integration of the Work. 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 Material" 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 assigns, 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. Cleanup, Storage, Reserved Gate and Safety. Subcontractor shall maintain the Job Site and the vicinity thereof, in a clean, neat and safe condition, to

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. **Use of Job Site Equipment.** 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.

I. **Scaffolding, Staging and Hoisting.** As part of the Contract Work, Subcontractor shall provide, and at all times continuously maintain, in safe operational condition, all necessary scaffolding, 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

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. Review of all Relevant Matters. 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. No Reliance on Contractor. 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. Coverage. 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).

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. General Requirements. 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. Waivers of Subrogation. Contractor and Subcontractor 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.

D. Beneficiaries. 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. Change Order Estimate. Upon receipt of a Change Request, Subcontractor shall promptly furnish to Contractor a statement in the form of **Addendum 6** (the "Change Order Estimate") 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 is material to Contractor's entering into this Agreement with Subcontractor.

C. Value Engineering. 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 Work and reduce the Contract Price accordingly.

D. Owner's Approval of Change Estimate. 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 Contractor 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. Test and Inspection of the Contract Work. 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.

C. Correction and Removal of Defective Contract Work. 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

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. Release. 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 or otherwise incurred because of 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. Default. The term "Default" 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. Liquidated Damages. 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. Remedies. 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. Termination for Insolvency. 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. Termination by Contractor. 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 "Claim" 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 "Claim" 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.

(e) 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

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

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

A. Authority. 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. Litigation. 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. Financial Capability and Skill. 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. Licenses/Permits. 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. Nondiscrimination. 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. Notice. 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. Construction; No Waiver. Whenever used in this Agreement, the singular shall include the plural and the plural the singular. Delay in the enforcement of any

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. Injunctive Relief for Breach. 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. Merger Clause. 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. Amendment and Termination. 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. Severability. 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. Assignment. 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. Title to Improvements. 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. Continuation of Work. 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. Subcontractor shall be paid for performance of undisputed Contract Work, in accordance with the terms of this Agreement.

K. Interpretation and Governing Law; Time. 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 shall be entitled to recover, in addition 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. Independent Contractor. 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. Survival of Obligations. 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. Substance Abuse Testing. 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 tested than that individual shall be considered an unfit person per Section III(A) and shall not work on the Project Site.

Q. Counterparts. 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. APCO Relationship. Subcontractor was previously engaged to perform the Contract Work by Asphalt Products Corporation ("APCO"). 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:

Contractor
Camco Pacific Construction Company, Inc.,
a California corporation

By:
Its:

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

ADDENDUM 1

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	Amount
Building 2	$698,000
Building 3	$698,000
Building 7	$1,858,500
Building 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.

ADDENDUM 2

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 "Project Contract Documents"). 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.

ADDENDUM 3

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:

HELIX00871

ADDENDUM 4

PROJECT SCHEDULE

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

ADDENDUM 5

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."

ADDENDUM 6

FORM OF CHANGE ORDER ESTIMATE

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

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

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.

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

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

By:_____

Its:_____

HELIX00876

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

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

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

By:_____

Its:_____

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

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

HELIX ELECTRIC EXHIBIT
TO THE RATIFICATION AND AMENDMENT OF SUBCONTRACT AGREEMENT
BETWEEN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
AND HELIX ELECTRIC.
FOR MANHATTAN WEST CONDOMINIUMS, LAS VEGAS, NV
(HE JOB #16713)
Page 1

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, 2nd Paragraph Delete the following: "Design" **and** "Insurance"

Agreement Page 2

Item 4, Subcontractor Scope of Work, Add the following to the 3rd 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, 4th paragraph, Item (b) 4th line through 9th line, Delete in its entirety.

Agreement Page 3

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

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

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

Agreement Page 3 — **Item 6, Value Engineering, 5th through 12th lines, Delete in their entirety.**

Agreement Page 4 — **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.**

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Page 4

Robert D. Johnson
Vice President

By: _____
Title: _____
Date: _____

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Page 1

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

Check List	**Item 6, Delete in its entirety.**
Check List	**Item 7, Delete in its entirety.**
Check List	**Item 8, Delete in its entirety.**
Cover Sheet	**Insurance, 2nd Sentence, Delete:** "...General..."
Cover Sheet	**Submittals, Delete in its entirety.**
Cover Sheet	**Clean-Up, Delete the last sentence.** ("Please be advised that there will be a twenty percent (20T) handling fee for all backcharges against this Subcontract.")
Cover Sheet	**Close-Out Documents, 1st sentence, Revise to read as follows:** "All close out documents must be turned in before Camco Pacific can release *final payment.*"
Payment Request	**Delete in its entirety, continue with current billing procedures.**
Agreement	**Contract Price, Correct sum to reflect the following:**

Building	Amount
Building 2	$ 698,000
Building 3	$ 698,000
Building 7	$1,858,500
Building 8	$1,064,000
Building 9	$1,064,000
Phase I, Submittals, Trailers, Permits, Super	$ 172,500
Phase I Total	$5,555,000

7,675,000 158 Profit

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Page 2

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, 5th 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, 2nd and 3rd Sentences, (Lines 3 through 7), Delete in their entirety.**
Agreement I. The Contract Work	**K. Project Schedule, 4th 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 7	7 men
Building 8	4 men
Building 9	4 men
Site	3 men

Overall Total – 14 men

Contractor agrees that the Subcontractor is not required to provide manpower beyond

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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."

Agreement I. The Contract Work	**L. Delay, Lines 7 and 8, Delete the following:** "Subcontractor shall not be entitled to any additional compensation for any delays."
Agreement II. Contract Price and Payment	**A. Contract Price, Lines 7 and 8, Delete the following:** "...an appropriate contingency and..."
Agreement II. Contract Price and Payment	**A. Contract Price, 4th, 5th and 6th Sentences (Lines 9 through 21), Delete in their entirety.**
Agreement II. Contract Price and Payment	**C. Monthly Progress Payments, 3rd Sentence (Lines 6 through 9), Delete in its entirety.**
Agreement II. Contract Price and Payment	**C. Monthly Progress Payments, 6th Sentence (Lines 13 through 17), Delete in its entirety.**
Agreement II. Contract Price and Payment	**D. Final Payments, Item (5), Delete in its entirety.**
Agreement II. Contract Price and Payment	**H. Withholding of Payments, Item (4), Delete in its entirety.**

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Agreement II. Contract Price and Payment	**I. Payment of Withheld Amount, 1st Sentence, Delete the following:** "less any expenses incurred by Contractor or damages sustained by Contractor."
Agreement III. Job Conditions and Supervision	**B. No Defects, Delete the 1st Sentence.**
Agreement III. Job Conditions and Supervision	***C. Signs, Delete the 1st Sentence.***
Agreement III. Job Site Conditions and Supervision	**E. Hazardous Material, 1st Sentence, Delete the following:** "... (inclusive of Proposition 65)..."
Agreement III. Job Site Conditions and Supervision	**F. Cleanup, Storage, Reserved Gate and Safety, Delete Item (2) in its entirety.**
Agreement III. Job Site Conditions and Supervision	**F. Cleanup, Storage, Reserved Gate and Safety, Item (3), 2nd Sentence, Delete the following:** "It is understood that Contractor may charge Subcontractor for trash dumpster usage, if Subcontractor uses Contractor's dumpster."
Agreement III. Job Site Conditions and Supervision	**F. Cleanup, Storage, Reserved Gate and Safety, 14th Line, Delete the following:** "...plus a 20% handling fee."
Agreement III. Job Site Conditions and Supervision	**F. Cleanup, Storage, Reserved Gate and Safety, Last Sentence, Delete in its entirety.** ("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.")

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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, 3rd 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 2nd Sentence in its entirety.**
Agreement VII. Warranty, Testing and Correction	**A. Warranty of Materials and Workmanship, 3rd 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 4th 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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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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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.**

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

Helix Electric
CONSTRUCTORS • ENGINEERS

HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
AND HELIX ELECTRIC.
FOR MANHATTAN WEST, LAS VEGAS, NV
(HE JOB #16713)
Page 8

Agreement XIII. Miscellaneous — **H. Assignment, Delete 1st Sentence and Last Sentence in their entirety.**

Addendum 1 — **Correct Contract Amount to Reflect the following:**

Building	Amount
Building 2	$ 698,000
Building 3	$ 698,000
Building 7	$1,858,500
Building 8	$1,064,000
Building 9	$1,064,000
Phase I, Submittals, Trailers, Permits, Super	$ 172,500
Phase I Total	$5,555,000

Addendum 1 — **The attached Helix Electric Approved Change Order Log for APCO Change Orders 2 through 15 in the total amount of $480,689 represents the approved change orders for Addendum 1.**

Addendum 1 — **Following is the Revised Contract Amount including Approved Change Orders:**

Original Contract Amount	$5,555,000
Approved Change Orders	480,689
Revised Contract Amount	$6,035,689

Addendum 1 — **Attached is Helix Electric Cost Estimate Log for Outstanding Change Orders. Contractor will issue change orders for total of $213,840 plus the settlement of Delta 2 amount of $143,000 currently being negotiated.**

Addendum 1 — **Last Paragraph delete the following:** "...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."

Addendum 2 — **Contractor has not delivered a disk entitled "Manhattan West Construction Drawings November 5, 2008" as identified.**

Helix Electric
CONSTRUCTORS • ENGINEERS

HELIX ELECTRIC EXHIBIT
TO THE STANDARD SUBCONTRACT AGREEMENT
BETWEEN CAMCO PACIFIC CONSTRUCTION COMPANY, INC.
AND HELIX ELECTRIC.
FOR MANHATTAN WEST, LAS VEGAS, NV
(HE JOB #16713)
Page 9

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

HELIX ELECTRIC, INC.

Constructors Engineers

COST ESTIMATE LOG

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

HEI CE #	Date Submitted	Description	Submitted Amount	APCO CO #	Change Order 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		
	10/7/2008	Pump/guardhouse	$62,300.00		
	10/21/2008	Missing Options B7, B8 & B9	$14,010.00		
34	10/22/2008	Work Order #110-B8; units 154 & 454 wine bar	$575.00		
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		
39	10/22/2008	Work Order #113-EC2 units 2-5 (drywall installed)	$1,665.00		
40	11/4/2008	Work Order #111-Unit Labeling	$3,010.00		
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		
		TOTAL:	$356,840.00		

UPDATED 9/29/2008

HELIX ELECTRIC APPROVED CHANGE ORDER LOG

SUBMITTED AS AN ATTACHMENT TO THE CAMCO PACIFIC - SUBCONTRACT AGREEMENT

HEI CE #	Date Submitted	Description	Submitted Amount	APCO CO #	Change Order 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

9121 W. Russell Rd. #117
Las Vegas, NV 89148
(702) 614.3193 phone
(702) 614.0669 fax

RECEIVED
SEP 03 2008
HELIX ELECTRIC

TRANSMITTAL

Company: Helix
ATTN:
Address:
Project/Reference: ManhattanWest
From:
Date: September 4, 2008

We are Sending: ☐ Specifications ☐ Change Order ☐ Submittal ☐ RFI ☐ Shop Drawings ☐ O&M Manual ☑ Other

For: ☑ Your Records ☐ As Requested ☐ Other ☐ Your Use ☐ Your Review/Approval

Comments: Ratification of Subcontract Agreement
CD of Drawings
Manhattan West 8-29-08.
Current Schedule

Received by: Robert D. Johnson
Signature: Robert D. Johnson
Date: 9/4/08

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 Griffith
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. Amendments. Attached hereto as **Exhibit B** 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. Change Orders. Attached hereto as **Exhibit C** 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 **Exhibit D** 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. Removal of Future Buildings. 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. **Subcontractor Scope of Work**. 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

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 **Schedule 1** (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. **Ratification**. 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 or (b) acceptance by Subcontractor of Camco's decision, as of the Effective Date, not to approve the Submitted Change Orders that are not Previously Approved Change Orders.

6. **Value Engineering.** In the event that Camco delivers written notice to Subcontractor of a specific value engineering initiative (the "VE Initiative"), 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 "Value Engineering Deduct"). 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 work associated with the VE Initiative from the Scope of Work

7. **Successors and Assigns**. 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. **Governing Law**. 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. **Further Assurances**. 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.

Subcontractor
_____, a _____ corporation

_____
By:
Its:

Camco
Camco Pacific Construction Company, Inc., a California corporation

_____
By:
Its:

SCHEDULE 1
TO EXHIBIT A
TO THE SUBCONTRACT AGREEMENT

Camco Schedule

EXHIBIT A
TO THE RATIFICATION

Subcontract Agreement

EXHIBIT B
TO THE RATIFICATION

Amendments

EXHIBIT C
TO THE RATIFICATION

Submitted Change Orders

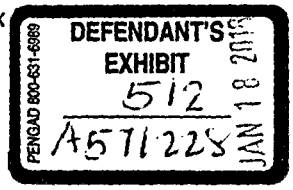
EXHIBIT D
TO THE RATIFICATION

Previously Approved Change Orders

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

CLERK OF THE COURT

elix


PENGAD 800-631-6989
DEFENDANT'S
EXHIBIT
512
A571228
JAN 18 2019

ıse

JOB # 16713
FILE # 5-Draft
OTHER

Helix Electric
CONSTRUCTORS • ENGINEERS

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

Name/Address of the Property to be improved:	Manhattan West 9255 W Russell Road Las Vegas, NV 89148
Name/Address of Owner:	Gemstone LVS, LLC 7700 Las Vegas Blvd. South Suite #3 Las Vegas, NV 89123
Name/Address of Tenant:	
Name/Address of Prime Contractor:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Name/Address of Undersigned's Customer:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Date Labor, Material and/or Equipment Was First Furnished:	October 7, 2007
Description of Labor, Materials and/or Equipment:	Electrical Work
Certified Return Receipt No.:	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

By: Edna K Bennett

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

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. OW 16713

1. Article Addressed to:

Gemstone LVS, LLC
7700 Las Vegas Blvd. South Suite #3
Las Vegas, NV 89123

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7003 1010 0002 5418 8080

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7003 1010 0002 5418 8080

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$ .41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.21

GREEN VALLEY STATION 8 HENDERSON NV 89014
JAN 4 2008
Postmark Here

Sent To: Gemstone LVS, LLC
Street, Apt. No.; or PO Box No.: 7700 Las Vegas Blvd. South Suite #3
City, State, ZIP+4: Las Vegas, NV 89123

PS Form 3800, June 2002 See Reverse for Instructions

HELIX00909

HELIX-TR-EX-512-002

JOB # 16713

FILE # 5

OTHER

Helix Electric

CONSTRUCTORS • ENGINEERS

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

Name/Address of the Property to be improved:	Manhattan West 9255 W Russell Road Las Vegas, NV 89148
Name/Address of Owner:	Gemstone LVS, LLC 7700 Las Vegas Blvd. South Suite #3 Las Vegas, NV 89123
Name/Address of Tenant:	
Name/Address of Prime Contractor:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Name/Address of Undersigned's Customer:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Date Labor, Material and/or Equipment Was First Furnished:	October 7, 2007
Description of Labor, Materials and/or Equipment:	Electrical Work
Certified Return Receipt No.:	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

By: Edna K Bennett

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

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. GC16713

1. Article Addressed to:

Apco Construction
3432 North 5th Street
N Las Vegas, NV 89032

COMPLETE THIS SECTION ON DI

A. Signature
X

B. Received by (Printed Name)
HAVRAN

D. Is delivery address different from i
If YES, enter delivery address be

3. Service Type
☑ Certified Mail ☐ Express M
☐ Registered ☑ Return Re
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

2. Article Number (Transfer from service lab) 7003 1010 0002 5418 8073

PS Form 3811, February 2004 Domestic Return Receipt

7003 1010 0002 5418 8073

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$ .41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.21

BOULDER VALLEY STATION JAN 14 2008 Postmark Here HENDERSON NV 89014

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Apco Construction
3432 North 5th Street
N Las Vegas, NV 89032

PS Form 3800, June 2002 See Reverse for Instructions

HELIX00911

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.

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: See Attached Exhibit A

7. A brief statement of the terms of payment of the lien claimant's contract is: Payment due 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:

	Manhattan West Condominiums (Project) 9205 W. Russell Rd Spring Valley
County Assessor Description:	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60
County Assessor Parcel No.	163-32-101-019

Dated this 23rd day of December 2008.

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

By Robert D. Johnson
Print Name: Robert D. Johnson
Title: Vice President

HELIX00912

HELIX-TR-EX-512-006

EXHIBIT A
CALCULATION OF LIENABLE AMOUNT

Contract Description	Name of Higher-tiered Customer (See #6 of Notice of Lien Form)	Original Contract Price (See #1 of Notice of Lien Form)	Amount of Additional of Changed Work, Materials or Equipment (See #2 of Notice of Lien Form)	Total Amount of All Payments Received (See #3 of Notice of Lien Form)	Lienable Amount (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

HELIX00913

Receipt/Conformed Copy

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

ASSESSORS PARCEL NO: 163-32-101-019

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 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.

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: See Attached Exhibit A

7. A brief statement of the terms of payment of the lien claimant's contract is: Payment due 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

Manhattan West Condominiums (Project)
9205 W. Russell Rd
Spring Valley

County Assessor Description: PT NE4 NW4 SEC 32 21 60
SEC 32 TWP 21 RNG 60

County Assessor Parcel No. 163-32-101-019

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

By Robert D. Johnson
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 Robert D. Johnson
Print Name: Robert D. Johnson
Title: Vice President

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

Carla J. Goralski
NOTARY PUBLIC In and For Said County & State

CARLA J. GORALSKI
Notary Public State of Nevada
No. 00-64040-1
My appt. exp. July 26, 2012

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

HELIX-TR-EX-512-009

EXHIBIT A
CALCULATION OF LIENABLE AMOUNT

Contract Description	Name of Higher-tiered Customer (See #6 of Notice of Lien Form)	Original Contract Price (See #1 of Notice of Lien Form)	Amount of Additional of Changed Work, Materials or Equipment (See #2 of Notice of Lien Form)	Total Amount of All Payments Received (See #3 of Notice of Lien Form)	Lienable Amount (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

HELIX00916

Receipt/Conformed Copy
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

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)

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: See Attached Exhibit A
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.
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: See Attached Exhibit A
7.
8. A brief statement of the terms of payment of the lien claimant's contract is: Payment due 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:

	Manhattan West Condominiums (Project) Spring Valley
County Assessor Description:	See Attached Exhibit B SEC 32 TWP 21 RNG 60
County Assessor 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)

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 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

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

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

HELIX-TR-EX-512-012

EXHIBIT A
CALCULATION OF LIENABLE AMOUNT

Contract Description	Name of Higher-tiered Customer (See #6 of Notice of Lien Form)	Original Contract Price (See #1 of Notice of Lien Form)	Amount of Additional of Changed Work, Materials or Equipment (See #2 of Notice of Lien Form)	Total Amount of All Payments Received (See #3 of Notice of Lien Form)	Lienable Amount (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

HELIX00919

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	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.

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

*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.

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 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

*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.

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

*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.

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

*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.

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 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

*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.

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

*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.

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

*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.

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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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	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

*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.

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

*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.

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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Docket 77320 Document 2020-38048

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	JA000055-JA000316	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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08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**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 Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**

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	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
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

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	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 *in Limine***	**JA000590 JA000614**	**9**
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	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

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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	JA000874-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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

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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
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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	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *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	JA001056-JA001059	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 *Motion in Limine***	**JA001133 JA001148**	**21**

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12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**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**	**JA001187-JA001198**	**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 4 – Amended Notice of Lien	JA001282-JA001297	25
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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 *En Banc* 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
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

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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**
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**
	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
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	Exhibit 8 - Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA001644-JA001647	28

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	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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
01-17-18	**Transcript Bench Trial (Day 1)**[1]	**JA001668-JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	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

[1] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	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 ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	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 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36

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01-18-18	**Stipulation and Order Regarding Trial Exhibit Admitted into Evidence**	**JA002199-JA002201**	**36**
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	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
	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

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	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
	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

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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	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	Bates Number	Volume(s)
	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
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Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	JA002457-JA002494	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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-JA002825	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:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

Date	Description	Bates Number	Volume(s)
	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	JA004035-JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
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**
01-18-18	**Transcript – Bench Trial (Day 2)**[2]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[3]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)**[4]	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

Date	Description	Bates Number	Volume(s)
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of 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**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

Date	**Description**	**Bates Number**	**Volume(s)**
	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

Date	**Description**	**Bates Number**	**Volume(s)**
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

Date	Description	Bates Number	Volume(s)
	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

Date	Description	Bates Number	Volume(s)
06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
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-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

Date	Description	Bates Number	Volume(s)
08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	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
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. 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 and all related matters (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	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

Date	Description	Bates Number	Volume(s)
	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
	Exhibit 10 (Part Two)	JA008142-JA008149	109

Date	Description	Bates Number	Volume(s)
	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

Date	Description	Bates Number	Volume(s)
	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

Date	Description	Bates Number	Volume(s)
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

Date	Description	Bates Number	Volume(s)
	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

Date	Description	Bates Number	Volume(s)
	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
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	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's 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 Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

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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
	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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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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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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	JA000055-JA000316	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
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
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11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**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
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	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	JA000874-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
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	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925-JA008947	116/117

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	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
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	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
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06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/91**
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* Nos. 1-4**	**JA000929-JA000940**	**13/14**
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	Exhibit 2 – Helix Electric's Manhattan West Billing/Payment Status through August 2008	JA000967-JA000969	16/17
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08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**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
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
11-15-17	**APCO Construction, Inc.'s Reply in Support of its Omnibus *Motion in Limine***	**JA001133 JA001148**	**21**

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11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**12**
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04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
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06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
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	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
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	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008323-JA008338	110
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110

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	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111
	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
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	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008602-JA008621	112
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
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	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
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	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of Costs and Disbursements**	**JA006509-JA006521**	**89**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
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	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97
	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97

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	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA007085-JA007087	97
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
11-14-17	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *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	JA001056-JA001059	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
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-**	**JA009117-JA009123**	**119**

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06-29-18	**Helix Electric of Nevada, LLC's Reply Re: Motion to Retax**	**JA007225-JA007237**	**100**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
06-24-09	**Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint**	**JA000001-JA000015**	**1**
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**
	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 *in Limine*	JA001644-JA001647	28

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	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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**	**JA005986-JA006058**	**8/821**
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**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)	JA001246-JA001263	24

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	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 *En Banc* 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

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	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 *in Limine***	**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**

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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 *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 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 *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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

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		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 to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**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	Bates Number	Volume(s)
	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-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion 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

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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
	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

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	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

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	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

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	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	JA002457-JA002494	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

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	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

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	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

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	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-JA002825	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:		

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	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	JA004035-JA005281	63/64/65/66/67/ 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 ***(Admitted)***	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 ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32

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	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	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 ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	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) ***(Admitted)***	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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	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	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.

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

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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)

Receipt/Conformed Copy
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.

Electronically Filed
04/14/2009 09:37:27 AM

CLERK OF THE COURT

APN #: 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)
LISP

RICHARD L. PEEL, ESQ.
Nevada Bar No. 4359
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Nevada Bar No. 10332
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Attorneys for Helix Electric of Nevada, LLC d/b/a Helix Electric

DISTRICT COURT

CLARK COUNTY, NEVADA

ACCURACY GLASS & MIRROR COMPANY, INC., a Nevada corporation, Plaintiff, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive, Defendants.	CASE NO.: A 587168 DEPT. NO.: XXII **NOTICE OF LIS PENDENS**
HELIX ELECTRIC OF NEVADA, LLC, a Nevada limited-liability company, d/b/a HELIX ELECTRIC, Plaintiff in Intervention, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a	

PEEL BRIMLEY LLP
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HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

APN #: 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)
LISP

RICHARD L. PEEL, ESQ.
Nevada Bar No. 4359
MICHAEL J. DAVIDSON, ESQ.
Nevada Bar No. 10332
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Attorneys for Helix Electric of Nevada, LLC d/b/a Helix Electric

DISTRICT COURT

CLARK COUNTY, NEVADA

ACCURACY GLASS & MIRROR COMPANY, INC., a Nevada corporation, Plaintiff, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive, Defendants.	CASE NO.: A 587168 DEPT. NO.: XXII **NOTICE OF LIS PENDENS**
HELIX ELECTRIC OF NEVADA, LLC, a Nevada limited-liability company, d/b/a HELIX ELECTRIC, Plaintiff in Intervention, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a	

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HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive,

Defendants.

PLEASE TAKE NOTICE that an action was commenced and is pending in the above-entitled Court to enforce that certain Notices and Claims of Lien recorded by Lien Claimant, HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC, in the Official Records of Clark County, Nevada on January 12, 2009 in Book 20090112, as Instrument No. 0002864 and its Amended Notice of Lien on January 29, 2009 in Book 20090129, as Instrument No. 0000237 affecting certain real property or portions thereof, owned or reputedly owned by Defendants and described as follows:

Manhattan West Condominiums (Project)
Spring Valley
County Assessor Description: See Attached Exhibit 1
SEC 32 TWP 21 RNG 60

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PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

and more particularly described as Clark County Assessor Parcel 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).

Dated this 14 day of April 2009.

PEEL BRIMLEY LLP

RICHARD L. PEEL, ESQ.
Nevada Bar No. 4359
MICHAEL J. DAVIDSON, ESQ.
Nevada Bar No. 10332
DALLIN T. WAYMENT, ESQ.
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WHEN RECORDED RETURN TO:

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

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

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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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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 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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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 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	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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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

*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.

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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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

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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

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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)

Receipt/Conformed Copy

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.

APN #: 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)
LISP

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Attorneys for Helix Electric of Nevada, LLC d/b/a Helix Electric

Electronically Filed
06/24/2009 07:17:10 AM

CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

ACCURACY GLASS & MIRROR COMPANY, INC., a Nevada corporation, Plaintiff, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive, Defendants.	LEAD CASE NO.: A571228 DEPT. NO.: XIII *Consolidated with:* *A571792* *A574391* *A577623* *A583289* *A584730* *A587168* **HELIX ELECTRIC'S AMENDED NOTICE OF LIS PENDENS**
HELIX ELECTRIC OF NEVADA, LLC, a Nevada limited-liability company, d/b/a HELIX ELECTRIC, Plaintiff in Intervention, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC	

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APN #: 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)

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DISTRICT COURT

CLARK COUNTY, NEVADA

ACCURACY GLASS & MIRROR COMPANY, INC., a Nevada corporation, Plaintiff, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive, Defendants.	LEAD CASE NO.: A571228 DEPT. NO.: XIII *Consolidated with:* *A571792* *A574391* *A577623* *A583289* *A584730* *A587168* **HELIX ELECTRIC'S AMENDED NOTICE OF LIS PENDENS**
HELIX ELECTRIC OF NEVADA, LLC, a Nevada limited-liability company, d/b/a HELIX ELECTRIC, Plaintiff in Intervention, vs. ASPHALT PRODUCTS CORP., a Nevada corporation; APCO CONSTRUCTION, a Nevada corporation; CAMCO PACIFIC	

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CONSTRUCTION COMPANY, INC., a California corporation; GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; FIDELITY AND DEPOSIT COMPANY OF MARYLAND; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; DOES I through X; ROE CORPORATIONS I through X; BOE BONDING COMPANIES I through X; LOE LENDERS I through X, inclusive,

Defendants.

PLEASE TAKE NOTICE that an action was commenced and is pending in the above-entitled Court to enforce that certain Notices and Claims of Lien recorded by Lien Claimant, HELIX ELECTRIC OF NEVADA, LLC d/b/a HELIX ELECTRIC ("Helix"), in the Official Records of Clark County, Nevada on January 12, 2009 in Book 20090112, as Instrument No. 0002864 and its Amended Notice of Lien on January 29, 2009 in Book 20090129, as Instrument No. 000023 and to amend the Notice of Lis Pendens recorded in the Official Records of Clark County, Nevada on April 16, 2009, in Book 20090416, as Instrument No. 0000180 ("Lis Pendens") affecting certain real property or portions thereof, owned or reputedly owned by Defendants and described as follows:

Manhattan West Condominiums (Project)
Spring Valley
County Assessor Description: PT NE4 NW4 SEC 32 21 60 &
PT N2 NW4 SEC 32 21 60
SEC 32 TWP 21 RNG 60

and more particularly described as Clark County Assessor Parcel Numbers 163-32-101-020 and 163-32-101-022 through 163-32-101-024 (formerly known as 163-32-101-019 and 163-32-112-001 thru 163-32-112-246).

Pursuant to Nevada Mechanics Lien Statute, Helix claims priority over the rights, claims and interests of the named defendants in and to the property, including, but not limited to, the claims of Scott Financial Corporation as more particularly set forth in its Senior Deed of Trust

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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 22 day of June 2009.

PEEL BRIMLEY LLP

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MICHAEL T. GEBHART, ESQ.
Nevada Bar No. 7718
DALLIN T. WAYMENT, ESQ.
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WHEN RECORDED RETURN TO:

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

(4)

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

RECORDING COVER PAGE
(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 163-32-112-001 to 163-32-112-246; 163-32-101-020; 163-32-101-022; 163-32-101-023 (formerly known as 163-32-101-019)

(11 digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx)

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 Henderson, NV 89074

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.

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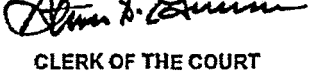

CLERK OF THE COURT

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MICHAEL T. GEBHART, ESQ.
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CARY DOMINA, ESQ.
Nevada Bar No. 10567
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DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada corporation, Plaintiff, vs GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; NEVADA CONSTRUCTION SERVICES, a Nevada corporation; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; COMMONWEALTH LAND TITLE INSURANCE COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY and DOES I through X, Defendants. AND ALL RELATED MATTERS.	LEAD CASE NO.: A571228 DEPT. NO.: XXIX *Consolidated with:* *A574391, A574792, A577623* *A580889, A583289, A584730* *A584960, A587168, A589195* *A589677, A590319, A592826* *A596924, A597089* **HELIX ELECTRIC OF NEVADA, LLC'S SECOND AMENDED NOTICE OF LIS PENDENS**

TAKE NOTICE that an action was commenced and is pending in the above-entitled Court to enforce that certain Notice of Lien recorded by Lien Claimant, HELIX ELECTRIC OF NEVADA, LLC ("Helix"), in the Official Records of Clark County, Nevada on January 12, 2009, as Instrument No. 200901120002864 (the "Notice of Lien"), and which was amended by the recordation of that certain Amended Notice of Lien recorded in the Official Records of Clark County, Nevada on January 29, 2009, as Instrument No. 200901290000237 (the "Amended

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HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

Notice of Lien"). The Notice of Lien and Amended Notice of Lien are referred to herein 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 3 day of July, 2012.

PEEL BRIMLEY LLP

RICHARD L. PEEL, ESQ. (4359)
MICHAEL T. GEBHART, ESQ. (7718)
CARY B. DOMINA, ESQ. (10567)
3333 E. Serene Avenue, Suite 200
Henderson, Nevada 89074-6571
Attorneys for Helix Electric of Nevada, LLC

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

WHEN RECORDED RETURN TO:

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

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

JUL 18 2012
CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE
CLERK OF THE COURT

JOB # 16713
FILE # 5-Left
OTHER

Helix Electric
CONSTRUCTORS • ENGINEERS

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

Name/Address of the Property to be Improved:	Manhattan West 9255 W Russell Road Las Vegas, NV 89148
Name/Address of Owner:	Gemstone LVS, LLC 7700 Las Vegas Blvd. South Suite #3 Las Vegas, NV 89123
Name/Address of Tenant:	
Name/Address of Prime Contractor:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Name/Address of Undersigned's Customer:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Date Labor, Material and/or Equipment Was First Furnished:	October 7, 2007
Description of Labor, Materials and/or Equipment:	Electrical Work
Certified Return Receipt No.:	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

By: Edna K Bennett

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

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. OW 16713

1. Article Addressed to:

Gemstone LVS, LLC
7700 Las Vegas Blvd. South Suite
Las Vegas, NV 89123

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7003 1010 0002 5418 8080

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service™
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OFFICIAL USE

Postage	$ .41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.21

GREEN VALLEY STATION JAN 2006 HENDERSON NV 89014 Postmark Here

Sent To Gemstone LVS, LLC
Street, Apt. No.; or PO Box No. 7700 Las Vegas Blvd. South Suite #3
City, State, ZIP+4 Las Vegas, NV 89123

PS Form 3800, June 2002 See Reverse for Instructions

7003 1010 0002 5418 8080

HELIX01135

JOB # 16713
FILE # 5
OTHER

Helix Electric
CONSTRUCTORS • ENGINEERS

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

Name/Address of the Property to be improved:	Manhattan West 9255 W Russell Road Las Vegas, NV 89148
Name/Address of Owner:	Gemstone LVS, LLC 7700 Las Vegas Blvd. South Suite #3 Las Vegas, NV 89123
Name/Address of Tenant:	
Name/Address of Prime Contractor:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Name/Address of Undersigned's Customer:	APCO Construction 3432 N 5th Street N Las Vegas, NV 89032
Date Labor, Material and/or Equipment Was First Furnished:	October 7, 2007
Description of Labor, Materials and/or Equipment:	Electrical Work
Certified Return Receipt No.:	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

By: Edna K Bennett

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

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.

GC16713

1. Article Addressed to:

Apco Construction
3432 North 5th Street
N Las Vegas, NV 89032

COMPLETE THIS SECTION ON D

A. Signature

X. [illegible]

B. Received by (Printed Name)

HAVRAN

D. Is delivery address different from i
If YES, enter delivery address be

3. Service Type
☒ Certified Mail ☐ Express
☐ Registered ☐ Return Re
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

2. Article Number (Transfer from service lab) 7003 1010 0002 5418 8073

PS Form 3811, February 2004 Domestic Return Receipt

7003 1010 0002 5418 8073

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Postage	$ .41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.21

BOULDER STATION JAN 14 2006 HENDERSON NV 89014 Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Apco Construction
3432 North 5th Street
N Las Vegas, NV 89032

PS Form 3800, June 2002 See Reverse for Instructions

HELIX01137

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.

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: See Attached Exhibit A

7. A brief statement of the terms of payment of the lien claimant's contract is: Payment due 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:

	Manhattan West Condominiums (Project) 9205 W. Russell Rd Spring Valley
County Assessor Description:	PT NE4 NW4 SEC 32 21 60 SEC 32 TWP 21 RNG 60
County Assessor Parcel No.	163-32-101-019

Dated this 23rd day of December 2008.

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

By Robert D. Johnson
Print Name: Robert D. Johnson
Title: Vice President

HELIX01138

HELIX-TR-EX-512-082

EXHIBIT A
CALCULATION OF LIENABLE AMOUNT

Contract Description	Name of Higher-tiered Customer (See #6 of Notice of Lien Form)	Original Contract Price (See #1 of Notice of Lien Form)	Amount of Additional of Changed Work, Materials or Equipment (See #2 of Notice of Lien Form)	Total Amount of All Payments Received (See #3 of Notice of Lien Form)	Lienable Amount (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

HELIX-TR-EX-512-083

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:

Apco Construction
3432 N 5th Street
North Las Vegas, NV 89032

15 Day Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Bob Joyce
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0001 3646 7857

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.00
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.30

Postmark Here

15 Day Ntc of Lien 3562-056 Carla

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Apco Construction
3432 N 5th Street
North Las Vegas, NV 89032

PS Form 3800, August 2002

7008 1140 0001 3646 7857

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:

James M Barker
R/A for Apco Construction
4420 S Decatur Blvd
Las Vegas, NV 89103

15 Day Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0001 3646 7864

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Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.00
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.30

Postmark Here

15 Day Ntc of Lien 3562-056 Carla

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

James M Barker
R/A for Apco Construction
4420 S Decatur Blvd
Las Vegas, NV 89103

PS Form 3800, August 2002

7008 1140 0001 3646 7864

HELIX01140

HELIX-TR-EX-512-084

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Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.00
Restricted Delivery Fee (Endorsement Required)	5.32
Total Postage & Fees	$

15 Day Nte of Lien 3562-056 Carla

Postmark Here

Sent To: Camco Pacific Constr Co., Inc
Street, Apt. No.; or PO Box No.: 17891 Cartwright Rd., Ste 100
City, State, ZIP+4: Irvine, CA 92614

7008 1140 0001 3646 7888

PS Form 3800

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:

Camco Pacific Constr Co., Inc
17891 Cartwright Rd., Ste 100
Irvine, CA 92614

15 Day Nte of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature X ☐ Agent ☐ Addressee

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

IRVINE, CA 92623 DEC 29 2008

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0001 3646 7888

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.00
Restricted Delivery Fee (Endorsement Required)	5.32
Total Postage & Fees	$

15 Day Nte of Lien 3562-056 Carla

Postmark Here

Sent To: Gemstone Development West Inc
Street, Apt. No.; or PO Box No.: 9121 W Russell Rd #117
City, State, ZIP+4: Las Vegas, NV 89148-1238

7008 1140 0001 3646 7918

PS Form 3800

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

15 Day Nte of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature X ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 12/29/08

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0001 3646 7918

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

HELIX01141

HELIX-TR-EX-512-085

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:

Alexander Edelstein
R/A for Gemstone Dev West, Inc
9121 W Russell Rd., Ste 117
Las Vegas, NV 89148

15 Day Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery 12/29/08

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0001 3646 7901

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Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.30
Total Postage & Fees	$

Postmark Here

15 Day Ntc of Lien 3562-056 Carla

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Alexander Edelstein
R/A for Gemstone Dev West, Inc
9121 W Russell Rd., Ste 117
Las Vegas, NV 89148

7008 1140 0001 3646 7901

PS Form 3800, August 2006

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:

Camco Pacific Constr Co., Inc
2925 E Patrick Rd., Ste G
Las Vegas, NV 89120

15 Day Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Deanna Halverson | C. Date of Delivery 12/29/08

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1140 0001 3646 7871

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

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Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.30
Total Postage & Fees	$

Postmark Here

15 Day Ntc of Lien 3562-056 Carla

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Camco Pacific Constr Co., Inc
2925 E Patrick Rd., Ste G
Las Vegas, NV 89120

7008 1140 0001 3646 7871

PS Form 3800, August 2006

HELIX01142

HELIX-TR-EX-512-086

7008 1140 0001 3646 7895

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OFFICIAL USE

15 Day Ntc of Lien 3562-056 Carla

Postage	$ 1.42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.32
Total Postage & Fees	$

Postmark Here

Sent To: The Prentice-Hall Corp System, Nevada, Inc
R/A for Camco Pacific Constr Co., Inc.
Street, Apt. No.; or PO Box No.: 502 East John Street
City, State, ZIP+4: Carson City, NV 89706

PS Form 3800, January 2006

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:

The Prentice-Hall Corp System, Nevada, Inc
R/A for Camco Pacific Constr Co., Inc.
502 East John Street
Carson City, NV 89706

15 Day Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X Cindy Woodgate ☐ Agent ☐ Addressee

B. Received by (Printed Name): CINDY WOODGATE C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7008 1140 0001 3646 7895

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 1300 0001 3095 9273

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For delivery information visit our website at www.usps.com
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Ntc of Lien 3562-056 Carla

Postage	$ 1.42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.32
Total Postage & Fees	$

HENDERSON NV 89012-9998 JAN 13 2009 USPS-S Postmark Here

Sent To: James M Barker
Street, Apt. No.; or PO Box No.: R/A for Apco Construction
City, State, ZIP+4: 4420 S Decatur Blvd
Las Vegas, NV 89103

PS Form 3800, January 2006

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:

James M Barker
R/A for Apco Construction
4420 S Decatur Blvd
Las Vegas, NV 89103

Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature: X ☐ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7008 1300 0001 3095 9273

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

HELIX01143

ASSESSORS PARCEL NO: 163-32-101-019

Receipt/Conformed Copy
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 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.
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: See Attached Exhibit A
7. A brief statement of the terms of payment of the lien claimant's contract is: Payment due 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

Manhattan West Condominiums (Project)
9205 W. Russell Rd
Spring Valley

County Assessor Description: PT NE4 NW4 SEC 32 21 60
SEC 32 TWP 21 RNG 60

County Assessor Parcel No. 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

CARLA J. GORALSKI
Notary Public State of Nevada
No. 00-64040-1
My appt. exp. July 26, 2012

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

HELIX-TR-EX-512-089

EXHIBIT A
CALCULATION OF LIENABLE AMOUNT

Contract Description	Name of Higher-tiered Customer (See #6 of Notice of Lien Form)	Original Contract Price (See #1 of Notice of Lien Form)	Amount of Additional of Changed Work, Materials or Equipment (See #2 of Notice of Lien Form)	Total Amount of All Payments Received (See #3 of Notice of Lien Form)	Lienable Amount (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

AFFIDAVIT

State of Nevada)
ss.
County of Washoe)

WADE MORLAN, being first duly sworn deposes and says:
That affiant is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #322, and not a party to, nor interested in the within action affiant received the documents on Jan 13 2009 11:08AM and on Jan 14 2009 11:10AM affiant personally served a copy of the
NOTICE OF LIEN; APN: 163-32-101-019

on JAIME HAMTAK OF THE OFFICE OF THE PRENTICE HALL CORP. SYSTEM, NV, RESIDENT AGENT FOR CAMCO PACIFIC CONSTRUCTION COMPANY, INC.

502 E JOHN STREET
CARSON CITY, NV 89706

Affiant does hereby affirm under penalty of perjury that the assertions of this affidavit are true.

WADE MORLAN

Signed and sworn to before me on Jan 14 2009
by WADE MORLAN

JOHNNO LAZETICH
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 04-89542-2 - Expires January 28, 2012

Notary Public

Reno/Carson Messenger Service, Inc. License #322
185 Martin St
Reno, NV 89509
775-322-2424

KNPERSI 02/07/00

D266658 - PEEL

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 State of Nevada
No. 07-3770-1
My appt. exp. June 21, 2011

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

Cathleen V Holmes
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

p1036231.9907272.244176

HELIX01148

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
Notary Public State of Nevada
No. 07-3770-1
My appt. exp. June 21, 2011

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

Cathleen V Holmes
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

p1036232.9907272.244177 4

HELIX01149

HELIX01150

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

Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 1-14-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7007 2560 0001 8612 7518

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ 1.42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	$32
Total Postage & Fees	

Ntc of Lien 3562-056 Carla

HENDERSON NV 89012-9998 JAN 20 2009 Postmark Here USPS-6

7007 2560 0001 8612 7518

Sent To / Street, Apt. No.; or PO Box No. / City, State, ZIP+4
Gemstone Development West Inc
9121 W Russell Rd #117
Las Vegas, NV 89148-1238

PS Form 3800, June 2002

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:

Alexander Edelstein
R/A for Gemstone Dev West, Inc
9121 W Russell Rd., Ste 117
Las Vegas, NV 89148

Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery 1-14-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3095 9310

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ 1.42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	$32
Total Postage & Fees	$

Ntc of Lien 3562-056 Carla

HENDERSON NV 89012-9998 JAN 20 2009 Postmark Here USPS-6

7008 1300 0001 3095 9310

Sent To / Street, Apt. No.; or PO Box No. / City, State, ZIP+4
Alexander Edelstein
R/A for Gemstone Dev West, Inc
9121 W Russell Rd., Ste 117
Las Vegas, NV 89148

PS Form 3800, June 2002

HELIX-TR-EX-512-093

HELIX01151

7008 1300 0001 3095 9280

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	~~$ 0.00~~
Total Postage & Fees	$

Nte of Lien 3562-056

HENDERSON NV 89012-9998 JAN 13 2009 USPS-6

Sent To: Camco Pacific Constr Co., Inc
Street, Apt. No.; or PO Box No.: 2925 E Patrick Rd., Ste G
City, State, ZIP+4: Las Vegas, NV 89120

PS Form 3800, August 2006

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:

Camco Pacific Constr Co., Inc
2925 E Patrick Rd., Ste G
Las Vegas, NV 89120

Nte of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3095 9280

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 1300 0001 3095 9303

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ .42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	~~$ 0.00~~
Total Postage & Fees	$

Nte of Lien 3562-056

HENDERSON NV 89012-9998 JAN 29 2009 USPS-6

Sent To: The Prentice-Hall Corp System, Nevada, Inc
R/A for Camco Pacific Constr Co., Inc.
Street, Apt. No.; or PO Box No.: 502 East John Street
City, State, ZIP+4: Carson City, NV 89706

PS Form 3800, August 2006

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:

The Prentice-Hall Corp System, Nevada, Inc
R/A for Camco Pacific Constr Co., Inc.
502 East John Street
Carson City, NV 89706

Nte of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☒ Addressee

B. Received by (Printed Name) C. Date of Delivery
CYNDY WOODGATE

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3095 9303

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

HELIX-TR-EX-512-094

HELIX01152

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:

Apco Construction
3432 N 5th Street
North Las Vegas, NV 89032

Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): HAVRAN
C. Date of Delivery: 1-14-09

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7008 1300 0001 3095 9266

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ 1.42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.32
Total Postage & Fees	$

Ntc of Lien 3562-056 Carla

HENDERSON NV 89012-9998 JAN 13 2009 USPS-6

Sent To: Apco Construction
Street, Apt. No.; or PO Box No.: 3432 N 5th Street
City, State, ZIP+4: North Las Vegas, NV 89032

7008 1300 0001 3095 9266

PS Form 3800, A

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:

Camco Pacific Constr Co., Inc
17891 Cartwright Rd., Ste 100
Irvine, CA 92614

Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

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

IRVINE CA 92623 JAN 15 2009

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label): 7008 1300 0001 3095 9297

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ 1.42
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.32
Total Postage & Fees	$

Ntc of Lien 3562-056 Carla

HENDERSON NV 89012-9998 JAN 13 2009 USPS-6

Sent To: Camco Pacific Constr Co., Inc
Street, Apt. No.; or PO Box No.: 17891 Cartwright Rd., Ste 100
City, State, ZIP+4: Irvine, CA 92614

7008 1300 0001 3095 9297

PS Form 3800, A

HELIX-TR-EX-512-095

Receipt/Conformed Copy
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

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)

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: See Attached Exhibit A
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.
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: See Attached Exhibit A
7.
8. A brief statement of the terms of payment of the lien claimant's contract is: Payment due within thirty (30) days from date of Payment Application or as otherwise required by statute.

HELIX01153

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

	Manhattan West Condominiums (Project) Spring Valley
County Assessor Description:	See Attached Exhibit B SEC 32 TWP 21 RNG 60
County Assessor 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)

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 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.

Kathi McCain
NOTARY PUBLIC In and For Said
County & State

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

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

HELIX-TR-EX-512-098

EXHIBIT A
CALCULATION OF LIENABLE AMOUNT

Contract Description	Name of Higher-tiered Customer (See #6 of Notice of Lien Form)	Original Contract Price (See #1 of Notice of Lien Form)	Amount of Additional of Changed Work, Materials or Equipment (See #2 of Notice of Lien Form)	Total Amount of All Payments Received (See #3 of Notice of Lien Form)	Lienable Amount (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 Cameo 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

HELIX01155

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.

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

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

Cathleen V Holmes
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

HELIX01156

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 Respondent, 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
Notary Public State of Nevada
No. 07-3770-1
My appt. exp. June 21, 2011

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

Cathleen V Holmes
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

p1037161.9907272.246587

HELIX01157

AFFIDAVIT

State of Nevada)
ss.
County of Washoe)

WADE MORLAN, being first duly sworn deposes and says:

That affiant is a citizen of the United States, over 18 years of age, licensed to serve civil process in the State of Nevada under license #322, and not a party to, nor interested in the within action affiant received the documents on Feb 2 2009 10:00AM and on Feb 3 2009 10:45AM 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, 163-32-101-022 & 163-32-101-023 FORMERLY KNOWN AS 163-32-101-019

on CYNDY WOODGATE OF THE OFFICE OF THE PRENTICE HALL CORP. SYSTEM, NV, RESIDENT AGENT FOR CAMCO PACIFIC CONSTRUCTION COMPANY, INC.

502 E JOHN STREET
CARSON CITY, NV 89706

Affiant does hereby affirm under penalty of perjury that the assertions of this affidavit are true.

WADE MORLAN

Signed and sworn to before me on Feb 3 2009
by WADE MORLAN

Notary Public

STEPHANIE MARTELL
Notary Public - State of Nevada
Appointment Recorded in Washoe County
No: 05-97425-2 - Expires June 9, 2009

Reno/Carson Messenger Service, Inc.
License #322

185 Martin St
Reno, NV 89509
775-322-2424

RNPERSI 01/01/00

0268039 -PEEL

HELIX01158

HELIX-TR-EX-512-102

7008 1300 0001 3098 0888

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ .59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.49
Total Postage & Fees	$

Postmark Here

PS-6

Sent To: Alexander Edelstein
Street, Apt. No.; or PO Box No.: R/A for Gemstone Dev West, Inc
City, State, ZIP+4: 9121 W Russell Rd., Ste 117
Las Vegas, NV 89148

PS Form 3800, June 2002

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:

Alexander Edelstein
R/A for Gemstone Dev West, Inc
9121 W Russell Rd., Ste 117
Las Vegas, NV 89148

Amd Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3098 0888

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

HELIX01159

HELIX-TR-EX-512-103

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:

Camco Pacific Construction Co., Inc
17891 Cartwright Rd., Ste 100
Irvine, CA 92614

Amd Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature X ☐ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3098 0864

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 1300 0001 3098 0864

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
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OFFICIAL USE

Postage	$ .59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.49
Total Postage & Fees	$

Amd Ntc of Lien 3562-056 Carla

Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Camco Pacific Construction Co., Inc
17891 Cartwright Rd., Ste 100
Irvine, CA 92614

PS Form 3800, August 2006

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

Amd Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature X George Nessen ☒ Agent ☐ Addressee

B. Received by (Printed Name) George Nessen C. Date of Delivery 2/6/9

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3098 0895

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 1300 0001 3098 0895

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ .59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.49
Total Postage & Fees	$

Amd Ntc of Lien 3562-056 Carla

HENDERSON NV 89012-9998 FEB 2 USPS-6

Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Gemstone Development West Inc
9121 W Russell Rd #117
Las Vegas, NV 89148-1238

PS Form 3800, August 2006

HELIX01160

HELIX-TR-EX-512-104

7008 1300 0001 3098 0840

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ 1.59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.69
Total Postage & Fees	$

Amd Ntc of Lien 3562-056 Carla

Postmark Here
USPS-6

Sent To: James M Barker
Street, Apt. No.; or PO Box No.: R/A for Apco Construction
City, State, ZIP+4: 4420 S Decatur Blvd
Las Vegas, NV 89103

PS Form 3800, August 2006

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:

James M Barker
R/A for Apco Construction
4420 S Decatur Blvd
Las Vegas, NV 89103

Amd Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature X ☐ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3098 0840

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 1300 0001 3098 0671

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®
OFFICIAL USE

Postage	$ 1.59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	5.69
Total Postage & Fees	$

Amd Ntc of Lien 3562-056 Carla

HENDERSON NV 89012-9998
Postmark Here
USPS-6

Sent To: The Prentice-Hall Corp Systems, NV, Inc
Street, Apt. No.; or PO Box No.: R/A for Camco Pacific Constr Co., Inc
City, State, ZIP+4: 502 East John Street
Carson City, NV 89706

PS Form 3800, August 2006

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:

The Prentice-Hall Corp Systems, NV, Inc
R/A for Camco Pacific Constr Co., Inc
502 East John Street
Carson City, NV 89706

Amd Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature X ☐ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3098 0671

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

HELIX01161

HELIX-TR-EX-512-105

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:

Apco Construction
3432 N 5th Street
N. Las Vegas, NV 89032

Amd Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): Patrick Moyer
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3098 0833

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 1300 0001 3098 0833

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ 1.59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	3.49
Total Postage & Fees	$

Amd Ntc of Lien 3562-056 Carla

HENDERSON NV 89015 FEB 2 2004 USPS-6 Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Apco Construction
3432 N 5th Street
N. Las Vegas, NV 89032

PS Form 3800, A

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:

Camco Pacific Construction Co., Inc
2925 E Patrick Ln., Ste G
Las Vegas, NV 89120

Amd Ntc of Lien
3562-056
Carla

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name): Dennna Halvorson
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7008 1300 0001 3098 0857

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

7008 1300 0001 3098 1076

7008 1300 0001 3098 0857

U.S. Postal Service CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	$ 1.59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	2.20
Restricted Delivery Fee (Endorsement Required)	3.49
Total Postage & Fees	$

Amd Ntc of Lien 3562-056 Carla

HENDERSON NV 89015 FEB 2 2004 USPS-6 Postmark Here

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

Camco Pacific Construction Co., Inc
2925 E Patrick Ln., Ste G
Las Vegas, NV 89120

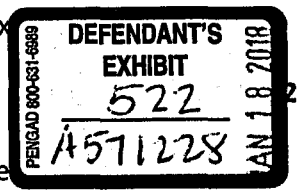
PS Form 3800, A

HELIX01162

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

CLERK OF THE COURT

Helix


PENGAD 800-631-6989
DEFENDANT'S
EXHIBIT
522
A571228
JAN 18 2018

Case

RICHARD L. PEEL, ESQ.
Nevada Bar No. 4359
ERIC B. ZIMBELMAN,
Nevada Bar No. 9407
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rpeel@peelbrimley.com
Attorneys for Helix Electric of Nevada, LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

APCO CONSTRUCTION, a Nevada corporation, Plaintiff, vs GEMSTONE DEVELOPMENT WEST, INC., Nevada corporation; NEVADA CONSTRUCTION SERVICES, a Nevada corporation; SCOTT FINANCIAL CORPORATION, a North Dakota corporation; COMMONWEALTH LAND TITLE INSURANCE COMPANY; FIRST AMERICAN TITLE INSURANCE COMPANY and DOES I through X, Defendants.	LEAD CASE NO.: A571228 DEPT. NO.: XIII *Consolidated with:* A571792, A574391, A577623, A580889, A583289, A584730, and A587168
AND ALL RELATED MATTERS.	

HELIX ELECTRIC OF NEVADA TRIAL EXHIBITS

Volume 4 of 8

Exhibits 522

PEEL BRIMLEY LLP
3333 E. SERENE AVENUE, STE. 200
HENDERSON, NEVADA 89074
(702) 990-7272 ♦ FAX (702) 990-7273

APPLICATION AND CERTIFICATE FOR PAYMENT

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
PROJECT 168
CONTRACT DATE: 08/15/08

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [x] CONTRACTOR
- [ ] NCS
- [ ] Pete Smith

FROM CONTRACTOR: Camco Pacific Construction
2925 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120

VIA ARCHITECT: OZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	2,677,059.22
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	81,615,219.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	58,843,661.12
5. RETAINAGE:		
a. 10 % of completed work (Buildings)	$ 5,337,882.74	
b. 5 % of Site Work	$ 273,188.75	
Total Retainage (Line 5a+5b)		5,611,169.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	53,232,491.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		[illegible]
8. CURRENT PAYMENT DUE	$	4,521,033.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 28,382,627.59	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,563,126.22	
Total approved this Month	1,113,933.00	
TOTALS	2,677,059.22	
NET CHANGES by change order		2,677,059.22

2,677,059.22

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: [signature] Date: 10/6/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this [illegible] day of [illegible] 2008

Notary Public: [signature]
My Commission expires: 11-5-11

Notary Public, State of Nevada
Appointment No. 07-[illegible]-1
YVONNE D. FAGAN
My Appointment Expires November 5, 2011

ARCHITECT FOR THE FIRM
By: [signature] Date: 10/7/08

OWNER
By: [signature] Date: 10/6/08

CAMCO-MW 00045

JA004037

HELIX-TR-EX-522

APPLICATION AND CERTIFICATE FOR PAYMENT

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
PROJECT 168
CONTRACT DATE: 08/15/08

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ NCS
- ☐ Peta Smith

FROM CONTRACTOR: Camco Pacific Construction
2925 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120

VIA ARCHITECT: OZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM		78,038,160.00
2. Net change by Change Orders		2,677,059.22
3. CONTRACT SUM TO DATE (Line 1 +\- 2)		81,615,219.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		58,843,561.12
5. RETAINAGE		
a. 10 % of completed work (Buildings)	5,337,982.74	
b. 5 % of Site Work	273,186.75	
Total Retainage (line 5a 5b)		5,611,169.49
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		53,232,391.63
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		48,711,358.39
8. CURRENT PAYMENT DUE		4,521,033.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	28,382,827.59	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,563,126.22	-
Total approved this Month	1,113,933.00	
TOTALS	2,677,059.22	-
NET CHANGES by change order		2,677,059.22

2,677,059.22

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: [signature] Date: 10/6/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this
____ day of _____, 2008

Notary Public: [signature]

My Commission expires: 11-5-11

Notary Public - State of Nevada
County of Clark
YVONNE D. FARMER
My Appointment Expires
November 5, 2011
No: 99-57305-1

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

CAMCO-MW 00046

HELIX-TR-EX-522-0002

APPLICATION AND CERTIFICATE FOR PAYMENT

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
PROJECT 168
CONTRACT DATE: 08/15/08

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR
- NCS
- Pete Smith

FROM CONTRACTOR: Camco Pacific Construction
2925 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120

VIA ARCHITECT: OZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	2,116,176.22
3. CONTRACT SUM TO DATE (Line 1 +\- 2)	$	81,054,336.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	59,914,450.18
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$ 5,488,644.39	
b. 5 % of Site Work	$ 251,400.38	
Total Retainage (line 5a 5b)		5,740,044.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	54,174,405.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	$	50,086,799.14
8. CURRENT PAYMENT DUE	$	4,087,606.26
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 26,879,930.82	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,563,126.22	-
Total approved this Month	553,050.00	-
TOTALS	2,116,176.22	-
NET CHANGES by change order		2,116,176.22

2,116,176.22

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____ Date: 9/23/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 23 day of September, 2008

Notary Public: _____

My Commission expires: 11-5-2011

Notary Public - State of Nevada
County of Clark
YVONNE D. FARREN
My Appointment Expires
November 5, 2011
No. 95-57395-1

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

CAMCO-MW 00047

HELIX-TR-EX-522-0003

GRADING

A	B	C	D	E	F	G	H	I	J	K	L
			WORK COMPLETED		MATERIALS 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	Mobilization	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				2,559,000.00	100%	-	-	127,950.00
3	Site Water	647,000.00	636,720.00	(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	(340,200.00)		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%	-	-	7,535.00
	TOTAL FOR GRADING:	$ 4,527,700.00	$ 4,482,600.00	$ (479,350.00)	$ -	$ 62,250.00	$ 4,003,250.00	88%	$ 524,450.00	$ (23,967.50)	$ 200,162.50

CAMCO-MW 00048

HELIX-TR-EX-522-0004

SIMPLE SUMMARY

A	B	C	D	E	F	G	H	I	J	K	L
			WORK COMPLETED		MATERIALS 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	4,527,700.00	4,482,600.00	(479,350.00)	-	62,250.00	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%	1,896,853.84	17,531.70	22,404.32
3	BUILDING #2	10,578,501.12	8,716,841.59	304,733.76	-	418,568.94	9,021,575.35	85%	1,556,925.77	30,473.38	902,157.55
4	BUILDING #3	10,657,378.13	8,242,194.31	213,655.92	-	745,361.94	8,455,850.23	79%	2,201,525.90	21,365.59	845,585.03
5	BUILDING #7	24,598,635.76	13,023,102.62	772,659.07	1,831,102.60	1,751,830.87	16,526,954.29	67%	8,069,681.46	260,376.17	1,652,695.61
6	BUILDING #8	13,228,525.50	9,387,150.06	444,433.56	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
9	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:	$ 81,054,338.22	$ 55,378,936.62	$ 2,644,736.16	$ 1,890,777.40	$ 4,228,454.79	$ 59,914,450.18	74%	$ 21,139,886.04	$ 447,907.26	$ 5,740,044.78

CAMCO-MW 00049

HELIX-TR-EX-522-0005

CONTINUATION SHEET

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 retainage for line items may apply

Schedule of Values Phase 1 Manhattan West

Owner Loan No.: 10
Billing Number: 11
Period: 8/31/2008

A.1	A.2	B	C	D	E	F	G	H	I	J	K	L
				WORK COMPLETED		MATERIALS STORED						
ITEM NO.	CIS CODE	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
GRADING												
1	2200	Mobilization	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2200	Site Preparation and Mass Excavation	2,559,000.00	2,559,000.00	-	-	-	2,559,000.00	100%	-	-	127,950.00
3	2510	Site Water	647,000.00	636,720.00	(139,150.00)	-	-	497,570.00	77%	149,430.00	(6,957.50)	24,878.50
4	2600	Site Storm Sewer	511,000.00	500,780.00	-	-	-	500,780.00	98%	10,220.00	-	25,039.00
5	2530	Site Sanitary Sewer	615,000.00	593,400.00	(340,200.00)	-	62,250.00	253,200.00	41%	361,800.00	(17,010.00)	12,810.00
6	2200	Insurance	150,700.00	150,700.00	-	-	-	150,700.00	100%	-	-	7,535.00
OFF & ON-SITE IMPROVEMENTS												
7	2740	Grading	222,750.00	-	135,000.00	-	-	135,000.00	61%	87,750.00	13,500.00	13,500.00
8	2770	Offsites Curb & Gutter Russell	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsites Sidewalks Russell	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
10	2740	Asphalt Paving Phase 1	289,600.00	43,927.50	-	-	-	43,927.50	15%	245,672.50	-	4,392.75
11	2770	Curb and Gutter Phase 1	113,020.00	-	-	-	-	-	0%	113,020.00	-	-
12	2775	Sidewalks Phase 1 Budget)	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Brick Pavers Phase 1 (Budget)	221,844.00	-	-	-	-	-	0%	221,844.00	-	-
14	2670	Site furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	16000	Pools	460,000.00	-	25,000.00	-	-	25,000.00	5%	435,000.00	2,500.00	2,500.00
16	16000	Electrical Engineering	6,200.00	-	-	-	-	-	0%	6,200.00	-	-
17	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
18	16000	Electrical Office Trailer/Admin.	4,800.00	-	1,000.00	-	-	1,000.00	21%	3,800.00	100.00	100.00
19	16000	Electrical Proj Engineer, CAD, Proj Assist	3,000.00	-	1,000.00	-	-	1,000.00	33%	2,000.00	100.00	100.00
20	16000	Electrical Permits	2,800.00	-	-	-	-	-	0%	2,800.00	-	-
21	16000	Electrical Submittals	400.00	400.00	-	-	-	400.00	100%	-	-	40.00
22	16000	Electrical Supervision/Coordination	4,800.00	-	-	-	-	-	0%	4,800.00	-	-
23	16000	Furnish Landscape Lighting	157,000.00	-	-	-	-	-	0%	157,000.00	-	-
24	16000	Furnish Courtyard Lighting	40,000.00	-	-	-	-	-	0%	40,000.00	-	-
25	16000	Furnish Sports Lighting	8,000.00	-	-	-	-	-	0%	8,000.00	-	-
26	16000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	Contractor Fee	149,883.00	4,398.87	13,316.99	-	-	17,715.86	12%	132,167.34	1,331.70	1,771.57
BUILDING #2												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	5100	Reinforcing Steel Labor	340,000.00	340,000.00	-	-	-	340,000.00	100%	-	-	34,000.00
30	5100	Reinforcing Steel Material	506,612.50	506,612.50	-	-	-	506,612.50	100%	-	-	50,661.25
31	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	24,850.00
32	3300	Concrete Place footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
35	3300	Concrete Place and Finish Slab on Grade	130,000.00	130,000.00	-	-	-	130,000.00	100%	-	-	13,000.00
36	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	45,000.00
37	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
38	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
39	3300	Concrete Form and Place Upper Deck	475,900.00	475,180.50	-	-	-	475,180.50	100%	719.50	-	47,518.05
40	3450	Precast Concrete (Budget) 1st Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
41	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
42	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
43	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	1,270.00
44	4100	Masonry CMU	32,100.00	28,890.00	3,210.00	-	-	32,100.00	100%	-	321.00	3,210.00
45	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

CAMCO-MW 00050
JA004042
HELIX-TR-EX-522-0006

BUILDING CHANGE ORDERS Continued.....

792	5100	BUILDING CO 00031 Rebar Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
793	5100	BUILDING CO 00032.2 Electrical Options B8	45,156.18	27,096.10	17,136.00	-	-	44,232.10	98%	929.08	1,713.60	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options B9	43,803.27	26,281.98	16,936.00	-	-	43,217.98	99%	585.31	1,693.60	4,321.80
795	5100	BUILDING CO 00033.2 Plumbing Options B9	54,100.49	13,525.12	-	-	-	13,525.12	25%	40,575.37	-	1,352.51
796	4100	BUILDING CO 00034.2 Plumbing Options B8	64,963.36	16,240.84	-	-	-	16,240.84	25%	48,722.52	-	1,624.08
797	16000	BUILDING CO 00036.1 Electrical C2 Split B8/9	56,443.86	33,866.40	-	-	-	33,866.40	60%	22,577.46	-	3,386.64
798	15010	BUILDING CO 00037.1 B8 & B9 Option Changes	18,009.00	18,009.00	-	-	-	18,009.00	100%	-	-	1,800.90
799	15010	BUILDING CO 00038.1 Cable Hand Rail Opt B8 & B9	21,921.30	-	-	-	-	-	0%	21,921.30	-	-
800	15010	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	18,580.70	-	-	-	-	-	0%	18,580.70	-	-
801	16000	BUILDING CO 00042.1 Electrical Changes Delta 3	66,722.85	24,180.75	22,000.00	-	-	46,180.75	48%	50,542.10	2,200.00	4,618.08
802	16000	BUILDING CO 00043.2 Electrical Changes Delta 5	99,739.50	24,935.00	49,000.00	-	-	73,935.00	74%	25,804.50	4,900.00	7,393.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,894.33	15,223.58	-	-	-	15,223.58	25%	45,670.87	-	1,522.36
804	15010	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,562.09	-	-	-	-	-	0%	18,562.09	-	-
805	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	28,636.38	-	-	-	-	-	0%	28,636.38	-	-
806	6100	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.53	-	-	-	-	-	0%	19,740.53	-	-
807	5100	BUILDING CO 00065 Masonry C2 Split B8/9	12,093.08	12,093.08	-	-	-	12,093.08	100%	-	-	1,209.31
808	11000	0	-	-	-	-	-	-	0%	-	-	-
809	16000	0	-	-	-	-	-	-	0%	-	-	-
810	16000	0	-	-	-	-	-	-	0%	-	-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	-	-	-	-	-	0%	-	-	-
813	16000	0	-	-	-	-	-	-	0%	-	-	-
814	10600	0	-	-	-	-	-	-	0%	-	-	-
815	16000	0	-	-	-	-	-	-	0%	-	-	-
816	16000	0	-	-	-	-	-	-	0%	-	-	-
817	4100	0	-	-	-	-	-	-	0%	-	-	-
818	7610	0	-	-	-	-	-	-	0%	-	-	-
819	7610	0	-	-	-	-	-	-	0%	-	-	-
820	16000	0	-	-	-	-	-	-	0%	-	-	-
821	16000	0	-	-	-	-	-	-	0%	-	-	-
822	16000	0	-	-	-	-	-	-	0%	-	-	-
823	16000	0	-	-	-	-	-	-	0%	-	-	-
		TOTAL CONTRACT PHASE 1:	61,054,338.23	55,370,438.62	2,844,736.18	1,890,777.40	4,228,454.79	58,814,450.18	74%	31,139,888.04	447,907.25	5,746,844.78

CAMCO-MW 00051

HELIX-TR-EX-522-0007

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 # 07-10-11Y-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

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

GENERAL CONTRACTOR: Camco By: [signature]

OWNER/BUILDER: Gemstone Development West, Inc. By: [signature]

AGENT: Nevada Construction Services By: _____

LENDER: Scott Financial By: _____

CAMCO-MW 00052

GRADING CHANGE ORDERS

A	B	C	D	E	F	G	H	I	J	K	L
			WORK COMPLETED		MATERIALS 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
752	GRADING CO 00001 - Bioxide Chem Feed & Stor Tank	59,308.20	53,377.40			53,377.40	53,377.40	90%	5,930.80	-	2,668.87
753	GRADING CO 00002 - Fire Hydrant Permits	446.78	446.78			-	446.78	100%	-	-	22.34
754	GRADING CO 00003 - Revisions Utility 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%	-	-	22.64
756	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,577.50	33,799.73			341,377.23	87%	52,952.90	1,689.99	17,068.86
757	GRADING CO (LV PIPELINE CO 8)	309,991.00		309,991.00			309,991.00	100%	-	15,499.55	15,499.55
758	GRADING CO (LV PIPELINE CO 9)	34,235.00		34,235.00			34,235.00	100%	-	1,711.75	1,711.75
759	GRADING CO (LV PIPELINE CO 7)	197,380.00		197,380.00			197,380.00	100%	-	9,869.00	9,869.00
760											
761											
762											
763											
764											
765											
766											
767											
768											
769											
770											
771											
772											
	TOTALS FOR GRADING CHANGE ORDERS:	$ 1,084,482.64	$ 432,525.47	$ 592,232.15	$ -	$ 53,377.40	$ 1,024,757.62	94%	$ 59,725.02	$ 29,611.51	$ 51,237.88

CAMCO-MW 00053

HELIX-TR-EX-522-0009

BUILDING CHANGE ORDERS Continued...

792	5100	BUILDING CO 00021 Rebar Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
793	5100	BUILDING CO 00028.2 Electrical Options B9	45,163.16	27,096.10	17,136.00	-	-	44,232.10	98%	923.06	1,713.60	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options B9	43,603.27	25,291.96	18,938.00	-	-	43,217.96	99%	585.31	1,693.60	4,321.80
795	5100	BUILDING CO 00033.3 Plumbing Options B9	54,100.49	13,525.12	-	-	-	13,525.12	25%	40,575.37	-	1,352.51
796	4100	BUILDING CO 00034.2 Plumbing Options B9	64,993.38	16,249.84	-	-	-	16,249.84	25%	48,722.52	-	1,624.98
797	16000	BUILDING CO 00036.1 Electrical C2 Soil B8/9	58,443.80	33,866.40	-	-	-	33,866.40	60%	22,577.40	-	3,386.64
798	15010	BUILDING CO 00037.1 B8 & B9 Option Changes	18,009.00	18,009.00	-	-	-	18,009.00	100%	-	-	1,800.90
799	15010	BUILDING CO 00038.1 Cable Hand Rail Out B8 & B9	21,921.30	-	-	-	-	-	0%	21,921.30	-	-
800	15010	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	18,590.70	-	-	-	-	-	0%	18,590.70	-	-
801	16000	BUILDING CO 00042.1 Electrical Changes Delta 3	98,722.85	24,180.75	22,000.00	-	-	46,180.75	48%	50,542.10	2,200.00	4,618.08
802	16000	BUILDING CO 00043.2 Electrical Changes Delta 5	99,739.50	24,935.00	48,000.00	-	-	72,935.00	74%	26,804.50	4,800.00	7,293.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	90,894.23	15,223.66	-	-	-	15,223.66	20%	45,670.67	-	1,522.36
804	15010	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,667.09	-	-	-	-	-	0%	18,667.09	-	-
805	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	28,536.38	-	-	-	-	-	0%	28,536.38	-	-
806	5100	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.58	-	-	-	-	-	0%	19,740.58	-	-
807	5100	BUILDING CO 00065 Masonry C2 Soil B8/9	12,093.08	12,093.08	-	-	-	12,093.08	100%	-	-	1,209.31
808	11000	0	-	-	-	-	-	-	0%	-	-	-
809	16000	0	-	-	-	-	-	-	0%	-	-	-
810	16000	0	-	-	-	-	-	-	0%	-	-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	-	-	-	-	-	0%	-	-	-
813	16000	0	-	-	-	-	-	-	0%	-	-	-
814	10800	0	-	-	-	-	-	-	0%	-	-	-
815	16000	0	-	-	-	-	-	-	0%	-	-	-
816	16000	0	-	-	-	-	-	-	0%	-	-	-
817	4100	0	-	-	-	-	-	-	0%	-	-	-
818	7810	0	-	-	-	-	-	-	0%	-	-	-
819	7810	0	-	-	-	-	-	-	0%	-	-	-
820	16000	0	-	-	-	-	-	-	0%	-	-	-
821	16000	0	-	-	-	-	-	-	0%	-	-	-
822	16000	0	-	-	-	-	-	-	0%	-	-	-
823	16000	0	-	-	-	-	-	-	0%	-	-	-
		TOTAL CONTRACT PHASE 1:	80,848,312.22	55,378,938.62	2,755,848.87	1,890,777.48	4,328,454.79	60,028,582.89	74%	20,820,740.53	453,467.87	5,745,000.49

CAMCO-MW 00054

JA004046

HELIX-TR-EX-522-0010

BUILDING B9 Continued...

		Plumbing 4th Floor										
719	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
720	15010	Plumbing Drains / Cardens	7,292.50	7,007.66	-	-	-	7,007.66	96%	144.84	-	708.79
721	15010	Plumbing A/G Storm Piping	18,476.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
722	15010	Plumbing A/G Domestic Water	78,371.00	77,744.36	-	-	-	77,744.36	99%	1,556.82	-	7,774.44
723	15010	Plumbing A/G Gas Piping	31,071.00	28,896.03	1,563.55	-	-	30,449.58	98%	621.42	165.36	3,044.96
724	15010	Plumbing Tyes & Hook-ups	37,049.00	35,188.00	-	-	-	35,188.00	95%	1,892.00	-	3,518.80
725	15010	Plumbing Fixtures	55,513.00	11,102.60	5,551.30	-	-	16,653.90	30%	38,859.10	555.13	1,665.39
726	15010	Plumbing Equipment	15,975.00	7,987.50	796.75	-	-	8,785.25	55%	7,189.75	79.68	878.03
727	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
728	15010	Plumbing Testing	8,566.00	7,709.40	428.30	-	-	8,137.70	95%	428.30	42.83	813.77
729	15010	Plumbing Mentification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
730	15010	Plumbing Insulation – Firestop - Fire Protection	97,620.00	89,556.00	506.00	-	-	90,064.00	92%	7,556.00	50.60	9,006.40
		Electrical										
731	16000	Electrical Engineering	29,450.00	22,096.80	-	-	-	22,096.80	75%	7,353.20	-	2,209.68
732	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
733	16000	Electrical Office Trailer/Admin.	22,800.00	13,403.00	1,000.00	-	-	13,403.00	59%	8,397.00	100.00	1,340.30
734	16000	Electrical Prel Engineer, CAD, Prel Assistant	14,250.00	12,735.00	1,500.00	-	-	14,235.00	100%	15.00	150.00	1,423.50
735	16000	Electrical Permits	12,350.00	8,930.00	-	-	-	8,930.00	86%	3,420.00	-	893.00
736	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
737	16000	Electrical Supervision/Planning/Coordination	22,800.00	21,600.00	1,200.00	-	-	22,800.00	100%	-	120.00	2,280.00
738	16000	Electrical Light Fixture Package	106,000.00	88,436.00	7,564.00	-	-	106,000.00	100%	-	756.40	10,600.00
739	16000	Electrical Distribution Package	83,000.00	79,000.00	-	-	-	79,000.00	95%	4,000.00	-	7,900.00
740	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,928.00	62,744.00	10,000.00	-	-	72,744.00	77%	21,184.00	1,000.00	7,274.40
741	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
742	16000	Electrical Grounds & 1st floor deck conduit/wire	400,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
743	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
744	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
745	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
746	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
747	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
748	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
749	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
750	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
751	1900	Contractor Fee	874,315.00	615,830.47	21,077.66	-	-	636,908.33	73%	237,405.67	2,107.79	63,690.83
GRADING CHANGE ORDERS												
752	2530	GRADING CO 00001 - Florida Chain Feed & Slot Tank	59,308.20	53,377.40	-	-	53,377.40	53,377.40	90%	5,930.80	-	2,668.87
753	2510	GRADING CO 00002 - Fire Hydrant Permits	446.78	446.78	-	-	-	446.78	100%	-	-	22.34
754	2530	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	66,335.72	70,870.96	16,620.42	-	-	87,497.46	99%	841.32	841.32	4,374.87
755	2700	GRADING CO 00004 - Encroachment Permit	452.81	452.81	-	-	-	452.81	100%	-	-	22.64
758	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	394,339.13	207,577.50	58,752.93	-	-	394,339.13	100%	-	4,327.63	19,716.51
756	2530	GRADING CO (LV PIPELINE CO 8)	309,891.00	-	86,431.66	-	-	86,431.66	28%	223,569.34	4,321.58	4,321.58
757	2530	GRADING CO (LV PIPELINE CO 9)	35,035.00	-	33,983.95	-	-	33,983.95	0%	1,051.05	1,699.20	1,699.20
758	2530	0	-	-	-	-	-	-	0%	-	-	-
759	2530	0	-	-	-	-	-	-	0%	-	-	-
BUILDING CHANGE ORDERS												
760	7810	BUILDING CO 00001.1 Additional Firepproofing B7	13,627.95	13,627.95	-	-	-	13,627.95	100%	-	-	1,362.80
761	5100	BUILDING CO 00002 Add'l. Reinforcing Bottom Mat B7	-	-	-	-	-	-	#DIV/0!	-	-	-
762	5300	BUILDING CO 00005 Area Walls B8 and B9	-	-	-	-	-	-	#DIV/0!	-	-	-
763	5100	BUILDING CO 00006 Top Mat Rebar B7	-	-	-	-	-	-	#DIV/0!	-	-	-
764	5100	BUILDING CO 00007 Structural Steel Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
765	3200	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	-	-	-	-	-	-	#DIV/0!	-	-	-
766	16000	BUILDING CO 00011 Wood Framing Changes B8/9	-	-	-	-	-	-	#DIV/0!	-	-	-
767	5100	BUILDING CO 00012.3 HVAC Thru Delta 5 8/9/09	22,975.67	17,231.75	5,743.00	-	-	22,974.75	100%	0.92	574.30	2,297.48
768	15020	BUILDING CO 00013.3 HVAC Changes Thru Delta 8 8/3	328,275.17	131,310.07	113,869.90	-	-	245,179.97	75%	83,095.20	11,386.99	24,518.00
769	15020	BUILDING CO 00014 Add'l Rebar Laps Added All Bldgs	-	-	-	-	-	-	#DIV/0!	-	-	-
770	5100	BUILDING CO 00018 Pool Reinforcing Relocation B7	-	-	-	-	-	-	#DIV/0!	-	-	-
771	5100	BUILDING CO 00020 Change In Lap Splices	-	-	-	-	-	-	#DIV/0!	-	-	-

CAMCO-MW 00055

JA004047

HELIX-TR-EX-522-0011

APPLICATION AND CERTIFICATE FOR PAYMENT

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
PROJECT 168
CONTRACT DATE: 08/15/08

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ] NCS
- [ ] Pete Smith

FROM CONTRACTOR: Camco Pacific Construction
2925 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120

VIA ARCHITECT: OZ Architects

CONTRACT FOR: Manhattan West Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM	$	78,938,160.00
2. Net change by Change Orders	$	2,116,176.22
3. CONTRACT SUM TO DATE (Line 1 +\- 2)	$	81,054,336.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	60,393,800.18
5. RETAINAGE		
a. 10 % of completed work (Buildings)	$ 5,488,644.39	
b. 5 % of Site Work	$ 275,367.88	
Total Retainage (line 5a 5b)		5,764,012.28
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	54,629,787.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate)	$	50,086,799.14
8. CURRENT PAYMENT DUE	$	4,542,988.76
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 26,424,548.32	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	1,563,126.22	-
Total approved this Month	553,050.00	
TOTALS	2,116,176.22	-
NET CHANGES by change order		2,116,176.22

2,116,176.22

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR

By: _____ Date: 9/22/08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 22 day of September, 2008

Notary Public: _____

My Commission expires: _____

Notary Public - State of Nevada
County of Clark
YVONNE D. FARREN
My Appointment Expires
No: 99-57395-1 November 5, 2011

ARCHITECT

By: _____ Date: _____

OWNER

By: _____ Date: _____

CAMCO-MW 00056

HELIX-TR-EX-522-0012

CONTINUATION SHEET

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 retainage for line items may apply.

Schedule of Values Phase 1 Manhattan West

Owner Loan No.: 10
Billing Number: 11
Period: 8/31/2008

A.1 ITEM NO.	A.2 CIS CODE	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATIONS	E WORK COMPLETED THIS PERIOD	F MATERIALS STORED THIS PERIOD	G MATERIALS STORED CURRENT TOTAL STORED	H TOTAL COMPLETED AND STORED	I PERCENTAGE COMPLETE	J BALANCE TO FINISH	K CURRENT RETENTION WITHHELD	L TOTAL RETENTION WITHHELD
GRADING												
1	2200	Mobilization	45,000.00	45,000.00	-	-	-	45,000.00	100%	-	-	2,250.00
2	2200	Site Preparation and Mass Excavation	2,559,000.00	2,559,000.00	-	-	-	2,559,000.00	100%	-	-	127,950.00
3	2510	Site Water	647,000.00	636,723.00	-	-	-	636,723.00	98%	10,280.00	-	31,838.00
4	2600	Site Storm Sewer	511,000.00	500,780.00	-	-	-	500,780.00	98%	10,220.00	-	25,039.00
5	2930	Site Sanitary Sewer	615,000.00	590,400.00	-	-	62,250.00	590,400.00	96%	24,600.00	-	29,520.00
6	2200	Insurance	150,700.00	150,700.00	-	-	-	150,700.00	100%	-	-	7,535.00
OFF & ON-SITE IMPROVEMENTS												
7	2740	Grading	232,750.00	-	135,000.00	-	-	135,000.00	81%	97,750.00	13,500.00	13,500.00
8	2770	Offsites Curb & Gutter Russell	77,000.00	-	-	-	-	-	0%	77,000.00	-	-
9	2775	Offsites Sidewalks Russell	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
10	2740	Asphalt Paving Phase 1	288,600.00	43,927.50	-	-	-	43,927.50	15%	245,672.50	-	4,392.75
11	2770	Curb and Gutter Phase 1	113,020.00	-	-	-	-	-	0%	113,020.00	-	-
12	2775	Sidewalks Phase 1 Budget	220,000.00	-	-	-	-	-	0%	220,000.00	-	-
13	2780	Brick Pavers Phase 1 (Budget)	221,844.00	-	-	-	-	-	0%	221,844.00	-	-
14	2870	Site furnishings Phase 1 (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
15	16000	Pools	460,000.00	-	25,000.00	-	-	25,000.00	5%	435,000.00	2,500.00	2,500.00
16	16000	Electrical Engineering	6,700.00	-	-	-	-	-	0%	6,700.00	-	-
17	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
18	16000	Electrical Office Trailer/Admin.	4,800.00	-	1,000.00	-	-	1,000.00	21%	3,800.00	100.00	100.00
19	16000	Electrical Proj Engineer, CAD, Proj Assist	3,000.00	-	1,000.00	-	-	1,000.00	33%	2,000.00	100.00	100.00
20	16000	Electrical Permits	2,600.00	-	-	-	-	-	0%	2,600.00	-	-
21	16000	Electrical Submittals	400.00	400.00	-	-	-	400.00	100%	-	-	40.00
22	16000	Electrical Supervision/Coordination	4,500.00	-	-	-	-	-	0%	4,500.00	-	-
23	16000	Furnish Landscape Lighting	157,000.00	-	-	-	-	-	0%	157,000.00	-	-
24	16000	Furnish Courtyard Lighting	40,000.00	-	-	-	-	-	0%	40,000.00	-	-
25	16000	Furnish Sports Lighting	6,000.00	-	-	-	-	-	0%	6,000.00	-	-
26	16000	Furnish Parking Lot Pole Lighting	32,000.00	-	-	-	-	-	0%	32,000.00	-	-
27	1000	Contractor Fee	149,883.00	4,398.87	13,318.09	-	-	17,716.66	12%	132,167.34	1,331.70	1,771.67
BUILDING #2												
28	2900	Landscaping	90,000.00	-	-	-	-	-	0%	90,000.00	-	-
29	6100	Reinforcing Steel Labor	340,000.00	340,000.00	-	-	-	340,000.00	100%	-	-	34,000.00
30	6100	Reinforcing Steel Material	606,612.50	606,612.50	-	-	-	606,612.50	100%	-	-	60,661.25
31	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	24,850.00
32	3300	Concrete Place footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	20,000.00
33	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
34	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
35	3300	Concrete Place and Finish Slab on Grade	130,000.00	130,000.00	-	-	-	130,000.00	100%	-	-	13,000.00
36	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	45,000.00
37	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
38	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	8,500.00
39	3300	Concrete Form and Place Upper Deck	475,800.00	475,180.50	-	-	-	475,180.50	100%	719.50	-	47,518.05
40	3450	Precast Concrete (Budget) 1st Floor	25,000.00	12,700.00	-	-	8,350.00	12,700.00	51%	12,300.00	-	1,270.00
41	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	8,350.00	12,700.00	51%	12,300.00	-	1,270.00
42	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	8,350.00	12,700.00	51%	12,300.00	-	1,270.00
43	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	8,350.00	12,700.00	51%	12,300.00	-	1,270.00
44	4100	Masonry CMU	32,100.00	28,890.00	3,210.00	-	-	32,100.00	100%	-	321.00	3,210.00
45	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	-

Sent

2.4M.

Cont

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Proto.

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CAMCO-MW 00057

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HELIX-TR-EX-522-0013

BUILDING #2 Continued...

46	9415	Granite (Budget)	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
47	5100	Steel	2,185,000.00	2,177,567.21	6,622.79	-	49,500.00	2,184,590.00	100%	410.00	662.28	218,459.00
48	6200	Finish Carpentry (Budget)	43,429.00	19,592.46	7,715.43	-	1,633.46	27,307.89	63%	16,121.11	771.54	2,730.79
49	7810	Fireproofing	34,200.00	34,200.00	-	-	-	34,200.00	100%	-	-	3,420.00
50	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	-
51	7310	Roofing	242,890.00	238,092.80	-	-	-	238,092.80	98%	4,897.20	-	23,809.28
52	7100	Waterproofing	174,450.00	152,589.49	-	-	-	152,589.49	87%	21,860.51	-	15,255.95
53	7240	Stucco	331,100.00	126,682.80	145,643.00	-	-	272,325.80	82%	58,774.20	14,568.50	27,232.58
54	8550	Windows	275,875.00	268,500.00	-	-	-	268,500.00	97%	7,375.00	-	26,850.00
55	8400	Storefront Doors	91,500.00	72,665.00	-	-	-	72,665.00	79%	18,835.00	-	7,266.50
56	9200	LGMP and Drywall	302,000.00	300,000.00	-	-	-	300,000.00	99%	2,000.00	-	30,000.00
57	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
58	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	-
59	14200	Elevators	308,882.00	182,436.00	27,108.50	-	291,878.00	210,647.50	68%	98,014.50	2,710.85	21,064.75
60	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	375.00
61	1330	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	20.50
62	1310	Mechanical General Conditions	632.12	591.84	-	-	-	591.84	93%	176.28	-	36.18
63	1780	Mechanical Close-out Documents	300.00	-	-	-	-	-	0%	300.00	-	-
64	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
65	15020	HVAC Pre-Rough-In Set Piping	37,450.00	28,087.50	9,362.50	-	-	37,450.00	100%	-	936.25	3,745.00
66	15020	HVAC Equipment - FSD Materials	29,960.00	6,992.00	16,478.00	-	-	23,470.00	78%	7,490.00	1,647.80	2,247.00
67	15020	HVAC Rough Duct	20,950.00	9,988.00	6,992.00	-	-	16,980.00	80%	14,950.00	699.20	1,498.00
68	15020	HVAC Set Equipment	29,960.00	-	-	-	-	-	0%	29,960.00	-	-
69	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
70	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
71	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	-
72	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-	284.13
73	15010	Plumbing Excavation and Backfill	48,992.00	48,502.08	-	-	-	48,502.08	99%	489.92	-	4,850.21
74	15010	Plumbing U/G Sanitary Piping	24,850.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	2,460.15
75	15010	Plumbing U/G Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	8,247.79
76	15010	Plumbing Pre-Cast Structures	29,675.00	29,378.25	-	-	-	29,378.25	99%	296.75	-	2,937.83
77	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-	318.29
78	15010	Plumbing Sleeves and Inserts	7,590.00	7,513.40	-	-	-	7,513.40	99%	76.60	-	751.34
79	15010	Plumbing A/G Waste & Vent	54,020.00	45,917.00	2,701.00	-	-	48,618.00	90%	5,402.00	270.10	4,861.80
80	15010	Plumbing Drains / Cleanouts	25,827.00	25,568.73	-	-	-	25,568.73	99%	258.27	-	2,556.87
81	15010	Plumbing A/G Storm Piping	45,658.00	36,526.40	4,565.80	-	-	41,092.20	90%	4,565.80	456.58	4,109.22
82	15010	Plumbing A/G Domestic Water	78,786.00	28,143.42	23,629.80	-	-	52,773.22	67%	25,992.78	2,362.98	5,277.32
83	15010	Plumbing Testing	8,164.00	1,706.88	1,532.80	-	-	3,429.68	42%	4,735.12	153.28	342.89
84	15010	Plumbing Fixtures	44,932.00	-	-	-	-	-	0%	44,932.00	-	-
85	15010	Plumbing Equipment	26,160.00	3,400.80	5,232.00	-	784.80	8,632.80	33%	17,527.20	523.20	863.28
86	15010	Plumbing Insulation - Fixtures - Fire Protection	499,500.00	330,299.08	-	-	49,404.88	330,299.08	66%	169,200.92	-	33,029.97
87	16000	Electrical Engineering	18,800.00	-	-	-	-	-	0%	18,800.00	-	-
88	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	-
89	16000	Electrical Office Trailer/Admin.	14,400.00	6,139.00	5,000.00	-	-	13,139.00	91%	1,261.00	500.00	1,313.90
90	16000	Electrical Proj Engineer, CAD, Proj Assistant	9,000.00	6,518.75	1,500.00	-	-	8,018.75	72%	2,481.25	150.00	801.88
91	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	437.50
92	16000	Electrical Submittals	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	120.00
93	16000	Electrical Supervision/Planning/Coordination	14,400.00	10,650.00	2,400.00	-	-	13,050.00	91%	1,350.00	240.00	1,305.00
94	16000	Electrical Light Fixture Package	65,500.00	58,050.00	-	-	-	58,050.00	89%	6,550.00	-	5,805.00
95	16000	Electrical Distribution Package	25,000.00	22,500.00	2,500.00	-	-	25,000.00	100%	-	250.00	2,500.00
96	16000	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	37,500.00	2,500.00	-	-	40,000.00	80%	10,000.00	250.00	4,000.00
97	16000	Electrical 2nd Sublevel Garage U/G and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-	19,000.00
98	16000	Electrical 1st Sublevel Garage U/G and Deck	265,000.00	242,500.00	-	-	-	242,500.00	92%	12,500.00	-	24,250.00
99	16000	Electrical 1st Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
100	16000	Electrical 2nd Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
101	16000	Electrical 3rd Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
102	16000	Electrical 4th Floor Rough and Trim	25,000.00	17,500.00	5,000.00	-	-	22,500.00	90%	2,500.00	500.00	2,250.00
103	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	-
104	1000	Contractor Fee	749,413.00	572,834.39	19,919.11	-	-	592,753.50	79%	156,659.50	1,001.91	58,353.35

CAMCO-MW 00058

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BUILDING #3

105	2900	Landscaping	80,000.00	-	-	-	-	-	0%	80,000.00	-	$	-
106	5100	Reinforcing Steel Labor	364,250.00	360,250.00	-	-	-	360,250.00	99%	4,000.00	-	$	36,025.00
107	5100	Reinforcing Steel Material	508,812.50	508,812.50	-	-	-	508,812.50	100%	-	-	$	50,881.25
108	3300	Concrete Excavate Footings	248,500.00	248,500.00	-	-	-	248,500.00	100%	-	-	$	24,850.00
109	3300	Concrete Place Footings	200,000.00	200,000.00	-	-	-	200,000.00	100%	-	-	$	20,000.00
110	3300	Concrete Form and Place Lower Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$	30,000.00
111	3300	Concrete Form and Place Lower Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
112	3300	Concrete Place and Finish Slab on Grade	120,000.00	120,000.00	-	-	-	120,000.00	92%	10,000.00	-	$	12,000.00
113	3300	Concrete Form and Place Mid Deck	450,000.00	450,000.00	-	-	-	450,000.00	100%	-	-	$	45,000.00
114	3300	Concrete Form and Place Mid Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	$	30,000.00
115	3300	Concrete Form and Place Mid Columns	85,000.00	85,000.00	-	-	-	85,000.00	100%	-	-	$	8,500.00
116	3300	Concrete Form and Place Upper Deck	602,000.00	602,000.00	-	-	-	602,000.00	100%	-	-	$	60,200.00
117	3450	Precast Concrete (Budget) 1st floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
118	3450	Precast Concrete (Budget) 2nd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
119	3450	Precast Concrete (Budget) 3rd Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
120	3450	Precast Concrete (Budget) 4th Floor	25,000.00	12,700.00	-	-	6,350.00	12,700.00	51%	12,300.00	-	$	1,270.00
121	4100	Masonry CMU	32,100.00	16,050.00	16,050.00	-	-	32,100.00	100%	-	1,605.00	$	3,210.00
122	4100	Masonry Thin Brick Veneer	151,200.00	-	-	-	-	-	0%	151,200.00	-	$	-
123	6415	Granite (Budget)	15,000.00	-	-	-	-	-	0%	15,000.00	-	$	-
124	5100	Steel	2,120,000.00	2,076,268.43	2,957.00	-	199,356.80	2,079,225.43	98%	40,774.57	295.70	$	207,922.54
125	6200	Finish Carpentry (Budget)	49,429.00	19,591.33	7,715.39	-	1,892.33	27,306.72	63%	18,132.28	771.54	$	2,729.67
126	7810	Fireproofing	34,200.00	34,200.00	-	-	-	34,200.00	100%	-	-	$	3,420.00
127	7220	Insulation	57,280.00	-	-	-	-	-	0%	57,280.00	-	$	-
128	7720	Roofing	242,860.00	189,430.80	-	-	-	189,430.80	78%	53,429.20	-	$	18,943.08
129	7100	Waterproofing	174,450.00	131,691.94	-	-	98,377.13	131,691.94	75%	42,758.06	-	$	13,169.19
130	7340	Stucco	331,100.00	-	18,999.42	-	-	18,999.42	6%	312,100.58	1,899.94	$	1,899.94
131	8560	Windows	268,500.00	248,000.00	-	-	248,000.00	248,000.00	92%	20,500.00	-	$	24,800.00
132	8400	Storefront Doors	91,500.00	54,450.00	-	-	-	54,450.00	60%	37,050.00	-	$	5,445.00
133	9200	LGMF and Drywall	302,000.00	170,000.00	80,500.00	-	-	250,500.00	83%	51,500.00	8,050.00	$	25,050.00
134	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	$	-
135	9900	Painting	85,000.00	-	-	-	-	-	0%	85,000.00	-	$	-
136	14200	Elevators	309,562.00	234,188.32	27,109.50	-	177,798.00	261,298.82	85%	45,263.18	2,710.95	$	26,129.88
137	1500	Mechanical Mobilization	3,750.00	3,750.00	-	-	-	3,750.00	100%	-	-	$	375.00
138	1330	Mechanical Submittals	337.50	205.00	-	-	-	205.00	61%	132.50	-	$	20.50
139	1310	Mechanical General Conditions	532.13	361.84	-	-	-	361.84	68%	170.29	-	$	36.18
140	1740	Mechanical Close-out Documents	200.00	-	-	-	-	-	0%	200.00	-	$	-
141	15020	HVAC Permit	1,200.00	1,200.00	-	-	-	1,200.00	100%	-	-	$	120.00
142	15020	HVAC Pre-Rough-Ins Set Piping	37,450.00	-	14,980.00	-	-	14,980.00	40%	22,470.00	1,498.00	$	1,498.00
143	15020	HVAC Equipment - FSD Materials	29,960.00	5,992.00	-	-	-	5,992.00	20%	23,968.00	-	$	599.20
144	15020	HVAC Rough Duct	29,960.00	-	-	-	-	-	0%	29,960.00	-	$	-
145	15020	HVAC Set Equipment	29,960.00	-	-	-	-	-	0%	29,960.00	-	$	-
146	15020	HVAC Set Trim	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
147	15020	HVAC FSD - DD Testing	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
148	15020	HVAC Start-Up	7,490.00	-	-	-	-	-	0%	7,490.00	-	$	-
149	15010	Plumbing Permit	2,870.00	2,841.30	-	-	-	2,841.30	99%	28.70	-	$	284.13
150	15010	Plumbing Excavation and Backfill	48,992.00	48,502.08	-	-	-	48,502.08	99%	489.92	-	$	4,850.21
151	15010	Plumbing U/G Sanitary Piping	24,850.00	24,601.50	-	-	-	24,601.50	99%	248.50	-	$	2,460.15
152	15010	Plumbing U/G Storm Piping	83,311.00	82,477.89	-	-	-	82,477.89	99%	833.11	-	$	8,247.79
153	15010	Plumbing Pre Cast Structures	29,675.00	29,081.50	-	-	-	29,081.50	98%	593.50	-	$	2,908.15
154	15010	Plumbing Building Water Service	3,215.00	3,182.85	-	-	-	3,182.85	99%	32.15	-	$	318.29
155	15010	Plumbing Sleeves and Inserts	7,660.00	7,583.40	-	-	-	7,583.40	99%	76.60	-	$	758.34
156	15010	Plumbing A/G Waste & Vent	54,020.00	32,412.00	-	-	-	32,412.00	60%	21,608.00	-	$	3,241.20
157	15010	Plumbing Drains / Carriers	25,827.00	24,535.65	-	-	-	24,535.65	95%	1,291.35	-	$	2,453.57
158	15010	Plumbing A/G Storm Piping	45,659.00	20,548.10	-	-	-	20,548.10	45%	25,111.00	-	$	2,054.61
159	15010	Plumbing A/G Domestic Water	78,785.00	18,891.50	-	-	-	18,891.50	25%	59,874.50	-	$	1,889.15
160	15010	Plumbing Testing	8,164.00	1,632.80	-	-	-	1,632.80	20%	6,531.20	-	$	163.28
161	15010	Plumbing Fixtures	44,532.00	-	-	-	-	-	0%	44,532.00	-	$	-
162	15010	Plumbing Equipment	26,160.00	3,139.20	-	-	523.20	3,139.20	12%	23,020.80	-	$	313.92
163	15010	Plumbing Insulation - Fireston - Fire Protection	486,500.00	329,149.68	-	-	24,004.08	329,149.68	68%	157,350.32	-	$	32,914.97

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BUILDING 83 Continued...

164	16000	Electrical Engineering	18,600.00	-	-	-	-	-	0%	18,600.00	-	$ -
165	16000	Electrical Mobilization	-	-	-	-	-	-	0%	-	-	$ -
166	16000	Electrical Office Trailer/Admin.	14,400.00	3,139.00	1,000.00	-	-	4,139.00	29%	10,261.00	100.00	$ 413.90
167	16000	Electrical Proj Engineer, CAD, Assistant	8,000.00	5,018.75	1,500.00	-	-	6,518.75	72%	2,481.25	150.00	$ 651.88
168	16000	Electrical Permits	7,800.00	4,375.00	-	-	-	4,375.00	56%	3,425.00	-	$ 437.50
169	16000	Electrical Submittals	1,330.00	1,200.00	-	-	-	1,200.00	100%	-	-	$ 120.00
170	16000	Electrical Supervision/Planning/Coordination	14,400.00	10,850.00	2,400.00	-	-	13,250.00	91%	1,350.00	240.00	$ 1,325.00
171	16000	Electrical Light Fixture Package	65,500.00	58,950.00	-	-	-	58,950.00	90%	6,550.00	-	$ 5,895.00
172	16000	Electrical Distribution Package	25,000.00	22,500.00	-	-	-	22,500.00	90%	2,500.00	-	$ 2,250.00
173	16000	Low Voltage Systems (FA, CCTV, CA, etc.)	50,000.00	20,000.00	5,000.00	-	-	25,000.00	50%	25,000.00	500.00	$ 2,500.00
174	16000	Electrical 2nd Sublevel Garage UG and Deck	200,000.00	190,000.00	-	-	-	190,000.00	95%	10,000.00	-	$ 19,000.00
175	16000	Electrical 1st Sublevel Garage UG and Deck	255,000.00	242,500.00	-	-	-	242,500.00	95%	12,500.00	-	$ 24,250.00
176	16000	Electrical 1st Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$ 1,000.00
177	16000	Electrical 2nd Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$ 1,000.00
178	16000	Electrical 3rd Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$ 1,000.00
179	16000	Electrical 4th Floor Rough and Trim	25,000.00	5,000.00	5,000.00	-	-	10,000.00	40%	15,000.00	500.00	$ 1,000.00
180	16000	Electrical Roof Plan	2,500.00	-	-	-	-	-	0%	2,500.00	-	$ -
181	1000	Contractor Fee	749,413.00	640,051.55	16,444.61	-	-	655,496.16	74%	193,916.84	1,644.46	$ 65,549.62

BUILDING 87

182	2900	Landscaping	45,000.00	-	-	-	-	-	0%	45,000.00	-	-
183	3100	Reinforcing Steel Labor	220,000.00	217,800.00	-	-	-	217,800.00	99%	2,200.00	-	21,780.00
184	3100	Reinforcing Steel Material	281,821.00	281,821.00	-	-	-	281,821.00	100%	-	-	28,182.10
185	3300	Concrete Excavate Footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-	25,000.00
186	3300	Concrete Place footings	250,000.00	250,000.00	-	-	-	250,000.00	100%	-	-	25,000.00
187	3300	Concrete Form and Place Walls	543,746.00	543,746.00	-	-	-	543,746.00	100%	-	-	54,374.60
188	3300	Concrete Form and Place Columns	120,000.00	120,000.00	-	-	-	120,000.00	100%	-	-	12,000.00
189	3300	Concrete Place Slab on Grade	150,000.00	145,000.00	-	-	-	145,000.00	97%	5,000.00	-	14,500.00
190	3300	Concrete Form and Place Deck	392,477.00	392,477.00	-	-	-	392,477.00	100%	-	-	39,247.70
191	3300	Concrete Place 2nd Floor	45,300.00	45,837.00	-	-	-	45,837.00	99%	463.00	-	4,583.70
192	3300	Concrete Place 3rd floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
193	3300	Concrete Place 4th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
194	3300	Concrete Place 5th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
195	3300	Concrete Place 6th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
196	3300	Concrete Place 7th Floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
197	3300	Concrete Place 8th floor	30,000.00	28,500.00	-	-	-	28,500.00	95%	1,500.00	-	2,850.00
198	3300	Concrete Place 9th floor/Roof	30,000.00	15,000.00	-	-	-	15,000.00	50%	15,000.00	-	1,500.00
199	4100	Masonry CMU	45,200.00	42,680.00	4,520.00	-	-	45,200.00	100%	-	452.00	4,520.00
200	6415	Granite (Budget)	100,000.00	-	-	-	-	-	0%	100,000.00	-	-
201	5100	Steel	5,688,878.00	5,326,534.35	-	-	617,988.68	5,326,534.35	94%	353,444.65	-	532,953.44
202	5100	Miscellaneous Steel	2,481.00	-	-	-	-	-	0%	2,481.00	-	-
203	6200	Finish Carpentry (Budget)	650,000.00	195,434.19	3,455.50	36,894.80	121,129.19	195,784.29	30%	454,215.71	4,035.81	19,578.43
204	7810	Fireproofing	191,600.00	172,440.00	-	-	-	172,440.00	90%	19,160.00	-	17,244.00
205	7220	Insulation	61,660.00	-	7,507.00	-	-	7,507.00	12%	54,153.00	750.20	750.20
206	7720	Roofing	75,400.00	-	-	-	-	-	0%	75,400.00	-	-
207	7100	Waterproofing	68,443.00	64,122.71	-	-	-	64,122.71	72%	25,320.29	-	6,412.27
208	8800	Glass and Glazing	5,100,000.00	992,600.00	133,000.00	1,734,208.00	695,000.00	2,876,708.00	56%	2,223,292.00	192,420.80	287,670.80
209	9200	LGMF and Drywall	1,520,000.50	768,725.00	82,675.00	-	-	841,400.00	52%	778,600.50	5,267.50	84,140.00
210	9600	Flooring	450,000.00	-	-	-	-	-	0%	450,000.00	-	-
211	9900	Painting	235,000.00	-	-	-	-	-	0%	235,000.00	-	-
212	11000	Appliances (Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
213	14200	Elevators	567,005.00	320,357.00	-	-	150,258.00	320,357.00	57%	246,648.00	-	32,035.70
214	1500	Mechanical Mobilization	17,500.00	17,500.00	-	-	-	17,500.00	100%	-	-	1,750.00
215	1330	Mechanical Submittals	1,575.00	1,212.07	-	-	-	1,212.07	77%	362.93	-	121.21
216	1310	Mechanical General Conditions	2,483.25	2,316.57	-	-	-	2,316.57	93%	166.68	-	231.66
217	1780	Mechanical Close-out Documents	1,400.00	-	-	-	-	-	0%	1,400.00	-	-
		HVAC (Budget)										
218	15020	HVAC Permit	10,493.00	10,493.00	-	-	-	10,493.00	100%	-	-	1,049.30
219	15020	HVAC Pre-Rock-Line Set Piping	4,202.25	3,151.69	630.34	-	-	3,782.03	90%	420.22	63.03	378.20
220	15020	HVAC FAU Materials	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-	336.18
221	15020	HVAC Rough Out	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-	336.18

CAMCO-MW 00060

JA004052

HELIX-TR-EX-522-0016

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

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Docket 77320 Document 2020-38048

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	Bates Number	Volume(s)
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	JA000055-JA000316	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	Bates Number	Volume(s)
06-13-13	**Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone**	**JA000327**	**6**
08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**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 Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**

Date	**Description**	**Bates Number**	**Volume(s)**
	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	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
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	8
	Exhibit 2 – Helix Electric of Nevada, LLC's Amended Notice of 30(b)(6) Deposition of APCO Construction	JA000550 JA000558	8/9

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	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 *in Limine***	**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

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	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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	JA000874-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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

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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *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	JA001056-JA001059	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 *Motion in Limine***	**JA001133 JA001148**	**21**

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	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 *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**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**	**JA001187-JA001198**	**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 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 *En Banc* 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
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
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**
01-12-18	**Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]**	**JA001574-JA001594**	**27/28**
	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 *in Limine*	JA001644-JA001647	28

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	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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
01-17-18	**Transcript Bench Trial (Day 1)**[1]	**JA001668-JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	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

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	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	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 ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	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 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36

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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
	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

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	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
	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

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	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

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	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
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	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
	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

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	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	JA002457-JA002494	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
	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

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	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
	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

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	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
	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

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	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-JA002825	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:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

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	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	JA004035-JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
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**
01-18-18	**Transcript – Bench Trial (Day 2)**[2]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[3]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

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	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)**[4]	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

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05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of 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**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

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	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
	Exhibit 14 – Notice of Entry of Order Denying APCO Construction's Motion for Reconsideration of Order Granting Partial Summary	JA007085-JA007087	97

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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
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-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	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
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. 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 and all related matters (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	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
	Exhibit 6 – Order Dismissing Appeal in Part (Case No. 76276)	JA007518-JA007519	103
	Exhibit 7 – Order to Show Cause	JA007520-JA007542	103
	Exhibit 8 -Order Dismissing Appeal (Case No. 76276)	JA007524-JA007527	103
	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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	Dismiss All Unresolved Claims and/or (III) In The Alternative for a Rule 54(B) Certification as to Helix and APCO		
01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's 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 Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-	87/88

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		JA006442	
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
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	JA000055-JA000316	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
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's	JA009168-JA009182	114

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	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
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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	JA000874-JA000897	12
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11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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
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08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000393-JA000409**	**6/7**
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11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**12**
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03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**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**
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	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	Bates Number	Volume(s)
	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 *in Limine***	**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	Bates Number	Volume(s)
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 *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion *in Limine* 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 *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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	Bates Number	Volume(s)
		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 to Oppositions to Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**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	Bates Number	Volume(s)
	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-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion 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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA002457-JA002494	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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-JA002825	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	Bates Number	Volume(s)
	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	JA004035-JA005281	63/64/65/66/67/ 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 ***(Admitted)***	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 ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32

[5] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	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 ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	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) ***(Admitted)***	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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	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

BUILDING #7 Continued

222	15020	HVAC Condenser Materials	3,361.80	-	3,361.80	-	-	3,361.80	100%	-	336.18	336.18
223	15020	HVAC Set Condensers	840.45	-	-	-	-	-	0%	840.45	-	-
224	15020	HVAC Set Trim	840.45	-	-	-	-	-	0%	840.45	-	-
225	15020	HVAC Start-Up	840.45	-	-	-	-	-	0%	840.45	-	-
		HVAC 2nd Floor										
226	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	-	-	12,606.76	90%	1,400.74	210.11	1,260.66
227	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
228	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	11,206.00	100%	-	-	1,120.60
229	15020	HVAC Condenser Materials	11,206.00	-	11,206.00	-	-	11,206.00	100%	-	1,120.60	1,120.60
230	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
231	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
232	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 3rd Floor										
233	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	-	-	12,606.76	90%	1,400.74	210.11	1,260.66
234	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
235	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	11,206.00	100%	-	-	1,120.60
236	15020	HVAC Condenser Materials	11,206.00	-	11,206.00	-	-	11,206.00	100%	-	1,120.60	1,120.60
237	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
238	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
239	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 4th Floor										
240	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	-	-	12,606.76	90%	1,400.74	210.11	1,260.66
241	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
242	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	11,206.00	100%	-	-	1,120.60
243	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
244	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
245	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
246	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 5th Floor										
247	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	10,505.63	2,101.13	-	-	12,606.76	90%	1,400.74	210.11	1,260.66
248	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
249	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	11,206.00	100%	-	-	1,120.60
250	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
251	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
252	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
253	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 6th Floor										
254	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	3,501.88	9,104.88	-	-	12,606.76	90%	1,400.74	910.49	1,260.66
255	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
256	15020	HVAC Rough Duct	11,206.00	11,206.00	-	-	-	11,206.00	100%	-	-	1,120.60
257	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
258	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
259	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
260	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 7th Floor										
261	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	3,501.88	7,003.75	-	-	10,505.63	75%	3,501.87	700.38	1,050.56
262	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
263	15020	HVAC Rough Duct	11,206.00	2,801.50	8,404.50	-	-	11,206.00	100%	-	840.45	1,120.60
264	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
265	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
266	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
267	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
		HVAC 8th Floor										
268	15020	HVAC Pre-Rough-Line Set Piping	14,007.50	3,501.88	7,003.75	-	-	10,505.63	75%	3,501.87	700.38	1,050.56
269	15020	HVAC FAU Materials	11,203.00	11,203.00	-	-	-	11,203.00	100%	-	-	1,120.30
270	15020	HVAC Rough Duct	11,206.00	-	5,603.00	-	-	5,603.00	50%	5,603.00	560.30	560.30
271	15020	HVAC Condenser Materials	11,206.00	-	-	-	-	-	0%	11,206.00	-	-
272	15020	HVAC Set Condensers	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
273	15020	HVAC Set Trim	2,801.50	-	-	-	-	-	0%	2,801.50	-	-
274	15020	HVAC Start-Up	2,801.50	-	-	-	-	-	0%	2,801.50	-	-

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BUILDING 87 Continued...

		HVAC 5th Floor											
275	15020	HVAC Pre-Rock-Line Sal Piping	4,202.25	1,050.56	2,101.13	-	-	3,151.69	75%	1,050.56	210.11	315.17	
276	15020	HVAC FAU Materials	3,361.80	3,361.80	-	-	-	3,361.80	100%	-	-	336.18	
277	15020	HVAC Rough Duct	3,361.80	-	840.45	-	-	840.45	25%	2,521.35	84.05	84.05	
278	15020	HVAC Condensor Materials	3,361.80	-	-	-	-	-	0%	3,361.80	-	-	
279	15020	HVAC Sal Condensers	840.45	-	-	-	-	-	0%	840.45	-	-	
280	15020	HVAC Sal Trim	840.45	-	-	-	-	-	0%	840.45	-	-	
281	15020	HVAC Start-Up	840.45	-	-	-	-	-	0%	840.45	-	-	
		HVAC Seventh Floor and Roofs											
282	15020	HVAC Pre-Rock-Line Sal Piping	151,250.00	83,187.50	68,062.50	-	-	151,250.00	100%	-	8,800.25	15,125.00	
283	15020	HVAC FAU Materials	121,000.00	121,000.00	-	-	-	121,000.00	100%	-	-	12,100.00	
284	15020	HVAC Rough Duct	121,000.00	80,520.00	48,400.00	-	-	108,990.00	90%	12,100.00	4,840.00	10,890.00	
285	15020	HVAC Condensor Materials	121,000.00	30,250.00	-	-	-	30,250.00	25%	90,750.00	-	3,025.00	
286	15020	HVAC Sal Condensers	30,250.00	-	-	-	-	-	0%	30,250.00	-	-	
287	15020	HVAC Sal Trim	30,250.00	-	-	-	-	-	0%	30,250.00	-	-	
288	15020	HVAC Start-Up	30,250.00	-	-	-	-	-	0%	30,250.00	-	-	
		Plumbing Below Podium											
289	15010	Plumbing Permit	10,173.00	9,969.54	-	-	-	9,969.54	98%	203.46	-	996.95	
290	15010	Plumbing Excavation and Backfill	53,200.00	52,136.00	-	-	-	52,136.00	98%	1,064.00	-	5,213.60	
291	15010	Plumbing U/G Sanitary Piping	32,207.00	31,562.86	-	-	-	31,562.86	98%	644.14	-	3,156.29	
292	15010	Plumbing U/G Storm Piping	37,276.00	36,528.48	-	-	-	36,528.48	98%	747.52	-	3,652.85	
293	15010	Plumbing Pre-Cast Structures	13,524.00	13,253.52	-	-	-	13,253.52	98%	270.48	-	1,325.35	
294	15010	Plumbing Building Water Service - Fire Protection	128,571.00	74,461.46	-	-	70,856.00	74,461.46	58%	54,109.54	-	7,446.15	
		Plumbing 1st Floor											
295	15010	Plumbing A/G Waste & Vent	43,730.00	39,357.00	-	-	-	39,357.00	90%	4,373.00	-	3,935.70	
296	15010	Plumbing Drains / Carriers	6,207.00	5,586.63	-	-	-	5,586.63	90%	620.37	-	558.67	
297	15010	Plumbing Sleeves and Inserts	3,707.00	3,632.86	-	-	-	3,632.86	98%	74.14	-	363.29	
298	15010	Plumbing A/G Storm Piping	5,287.00	4,229.60	528.70	-	-	4,758.30	90%	528.70	52.87	475.83	
299	15010	Plumbing A/G Domestic Water	65,999.00	46,199.30	13,199.80	-	-	59,399.10	90%	6,599.90	1,319.98	5,939.91	
300	15010	Plumbing A/G Gas Piping	12,029.00	8,614.60	2,405.80	-	-	8,420.30	70%	3,608.70	240.58	842.03	
301	15010	Plumbing Tubs & Hook-ups	10,684.00	1,068.40	-	-	-	1,068.40	10%	9,615.60	-	106.84	
302	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18	
303	15010	Plumbing Equipment	11,672.00	2,334.40	1,167.20	-	-	3,501.60	30%	8,170.40	116.72	350.16	
304	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14	
305	15010	Plumbing Testing	3,898.00	867.00	-	-	-	867.00	22%	3,031.00	-	86.70	
306	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
307	15010	Plumbing Insulation - Fireplug - Fire Protection	47,103.00	28,929.80	1,130.70	-	-	30,061.50	64%	17,041.50	113.07	3,005.15	
		Plumbing 2nd Floor											
308	15010	Plumbing A/G Waste & Vent	43,730.00	34,984.00	4,373.00	-	-	39,357.00	90%	4,373.00	437.30	3,935.70	
309	15010	Plumbing Drains / Carriers	6,207.00	4,965.60	620.70	-	-	5,586.30	90%	620.70	62.07	558.63	
310	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17	
311	15010	Plumbing A/G Storm Piping	5,287.00	1,690.45	1,586.10	-	-	3,436.55	65%	1,850.45	158.61	343.66	
312	15010	Plumbing A/G Domestic Water	65,999.00	39,599.40	13,199.80	-	-	52,799.20	80%	13,199.80	1,319.98	5,279.92	
313	15010	Plumbing A/G Gas Piping	12,029.00	4,811.60	2,406.80	-	-	7,217.40	60%	4,811.60	240.58	721.74	
314	15010	Plumbing Tubs & Hook-ups	10,684.00	4,273.60	-	-	-	4,273.60	40%	6,410.40	-	427.36	
315	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18	
316	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72	
317	15010	Plumbing Condensate Piping	5,107.00	1,021.40	510.70	-	-	1,532.10	30%	3,574.90	51.07	153.21	
318	15010	Plumbing Testing	3,898.00	773.60	1,160.40	-	-	1,934.00	50%	1,964.00	116.04	193.40	
319	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-	
320	15010	Plumbing Insulation - Fireplug - Fire Protection	47,103.00	28,929.80	-	-	-	28,929.80	61%	18,182.20	-	2,892.98	
		Plumbing 3rd Floor											
321	15010	Plumbing A/G Waste & Vent	43,730.00	34,984.00	4,373.00	-	-	39,357.00	90%	4,373.00	437.30	3,935.70	
322	15010	Plumbing Drains / Carriers	6,207.00	4,965.60	620.70	-	-	5,586.30	90%	620.70	62.07	558.63	
323	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17	
324	15010	Plumbing A/G Storm Piping	5,287.00	2,114.80	2,114.80	-	-	4,229.60	80%	1,057.40	211.48	422.96	
325	15010	Plumbing A/G Domestic Water	65,999.00	39,599.40	13,199.80	-	-	52,799.20	80%	13,199.80	1,319.98	5,279.92	
326	15010	Plumbing A/G Gas Piping	12,029.00	3,608.70	3,608.70	-	-	7,217.40	60%	4,811.60	360.87	721.74	
327	15010	Plumbing Tubs & Hook-ups	10,684.00	2,136.80	-	-	-	2,136.80	20%	8,547.20	-	213.68	
328	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18	

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BUILDING #7 Continued...

329	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
330	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
331	15010	Plumbing Testing	3,868.00	773.60	1,160.40	-	-	1,934.00	50%	1,934.00	116.04	193.40
332	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
333	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,920.60	1,139.70	-	-	30,051.60	64%	17,051.50	113.07	3,005.16
		Plumbing 6th Floor										
334	15010	Plumbing A/G Waste & Vent	43,730.00	32,611.00	4,373.00	-	-	36,984.00	85%	6,746.00	437.30	3,698.40
335	15010	Plumbing Drains / Carriers	6,207.00	3,103.50	1,862.10	-	-	4,965.60	80%	1,241.40	186.21	496.56
336	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
337	15010	Plumbing A/G Storm Piping	5,287.00	2,114.80	1,057.40	-	-	3,172.20	60%	2,114.80	105.74	317.22
338	15010	Plumbing A/G Domestic Water	65,999.00	32,999.50	13,199.80	-	-	46,199.30	70%	19,799.70	1,319.98	4,619.93
339	15010	Plumbing A/G Gas Piping	12,029.00	6,014.50	2,405.80	-	-	8,420.30	70%	3,608.70	240.58	842.03
340	15010	Plumbing Tubs & Hook-ups	10,984.00	1,098.40	-	-	-	1,098.40	10%	9,885.60	-	109.84
341	15010	Plumbing Fixtures	19,118.00	1,911.80	-	-	-	1,911.80	10%	17,206.20	-	191.18
342	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
343	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
344	15010	Plumbing Testing	3,868.00	773.60	1,160.40	-	-	1,934.00	50%	1,934.00	116.04	193.40
345	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
346	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,920.60	1,139.70	-	-	30,051.60	64%	17,051.50	113.07	3,005.16
		Plumbing 5th Floor										
347	15010	Plumbing A/G Waste & Vent	43,730.00	13,119.00	8,746.00	-	-	21,865.00	50%	21,865.00	874.60	2,186.50
348	15010	Plumbing Drains / Carriers	6,207.00	4,965.60	620.70	-	-	5,586.30	90%	620.70	62.07	558.63
349	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	185.35	-	-	3,521.65	95%	185.35	18.54	352.17
350	15010	Plumbing A/G Storm Piping	5,287.00	1,321.75	1,585.10	-	-	2,907.85	55%	2,379.15	158.61	290.78
351	15010	Plumbing A/G Domestic Water	65,998.00	16,499.75	19,799.70	-	-	36,299.45	55%	29,698.55	1,979.97	3,629.95
352	15010	Plumbing A/G Gas Piping	12,029.00	2,405.80	3,608.70	-	-	6,014.50	50%	6,014.50	360.87	601.45
353	15010	Plumbing Tubs & Hook-ups	10,984.00	1,098.40	-	-	-	1,098.40	10%	9,885.60	-	109.84
354	15010	Plumbing Fixtures	19,118.00	955.90	-	-	-	955.90	5%	18,162.10	-	95.59
355	15010	Plumbing Equipment	11,672.00	1,167.20	-	-	-	1,167.20	10%	10,504.80	-	116.72
356	15010	Plumbing Condensate Piping	5,107.00	1,021.40	-	-	-	1,021.40	20%	4,085.60	-	102.14
357	15010	Plumbing Testing	3,868.00	386.80	1,547.20	-	-	1,934.00	50%	1,934.00	154.72	193.40
358	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
359	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,920.60	1,139.70	-	-	30,051.60	64%	17,051.50	113.07	3,005.16
		Plumbing 4th Floor										
360	15010	Plumbing A/G Waste & Vent	43,730.00	4,373.00	8,746.00	-	-	13,119.00	30%	30,611.00	874.60	1,311.90
361	15010	Plumbing Drains / Carriers	6,207.00	3,724.20	1,241.40	-	-	4,965.60	80%	1,241.40	124.14	496.56
362	15010	Plumbing Sleeves and Inserts	3,707.00	3,336.30	370.70	-	-	3,336.30	90%	370.70	37.07	333.63
363	15010	Plumbing A/G Storm Piping	5,287.00	528.70	1,585.10	-	-	2,113.80	40%	3,172.20	158.61	211.48
364	15010	Plumbing A/G Domestic Water	65,999.00	13,199.80	19,799.70	-	-	32,999.50	50%	32,999.50	1,979.97	3,299.95
365	15010	Plumbing A/G Gas Piping	12,029.00	-	3,608.70	-	-	3,608.70	30%	8,420.30	360.87	360.87
366	15010	Plumbing Tubs & Hook-ups	10,984.00	-	-	-	-	-	0%	10,984.00	-	-
367	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
368	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
369	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
370	15010	Plumbing Testing	3,868.00	-	386.80	-	-	386.80	10%	3,481.20	38.68	38.68
371	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
372	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,187.00	376.90	-	-	28,543.90	61%	18,559.10	37.69	2,854.39
		Plumbing 7th Floor										
373	15010	Plumbing A/G Waste & Vent	43,730.00	-	4,373.00	-	-	4,373.00	10%	39,357.00	437.30	437.30
374	15010	Plumbing Drains / Carriers	6,207.00	-	1,862.10	-	-	1,862.10	30%	4,344.90	186.21	186.21
375	15010	Plumbing Sleeves and Inserts	3,707.00	2,965.60	370.70	-	-	3,336.30	90%	370.70	37.07	333.63
376	15010	Plumbing A/G Storm Piping	5,287.00	-	528.70	-	-	528.70	10%	4,758.30	52.87	52.87
377	15010	Plumbing A/G Domestic Water	65,999.00	-	6,599.90	-	-	6,599.90	10%	59,399.10	659.99	659.99
378	15010	Plumbing A/G Gas Piping	12,029.00	-	1,202.90	-	-	1,202.90	10%	10,826.10	120.29	120.29
379	15010	Plumbing Tubs & Hook-ups	10,984.00	-	-	-	-	-	0%	10,984.00	-	-
380	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
381	15010	Plumbing Equipment	11,672.00	-	-	-	-	-	0%	11,672.00	-	-
382	15010	Plumbing Condensate Piping	5,107.00	-	-	-	-	-	0%	5,107.00	-	-
383	15010	Plumbing Testing	3,868.00	-	386.80	-	-	386.80	10%	3,481.20	38.68	38.68
384	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
385	15010	Plumbing Insulation - Firestop - Fire Protection	47,103.00	28,187.00	376.90	-	-	28,543.90	61%	18,559.10	37.69	2,854.39

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BUILDING 87 Goodness

		Plumbing 5th Floor										
386	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
387	15010	Plumbing Drains / Carriers	8,207.00	-	-	-	-	-	0%	8,207.00	-	-
388	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
389	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
390	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
391	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
392	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
393	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
394	15010	Plumbing Equipment	11,872.00	-	-	-	-	-	0%	11,872.00	-	-
395	15010	Plumbing Condensate Piping	6,197.00	-	-	-	-	-	0%	6,197.00	-	-
396	15010	Plumbing Testing	3,668.00	-	-	-	-	-	0%	3,668.00	-	-
397	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
398	15010	Plumbing Insulation - Finetop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Plumbing 6th Floor										
399	15010	Plumbing A/G Waste & Vent	43,730.00	-	-	-	-	-	0%	43,730.00	-	-
400	15010	Plumbing Drains / Carriers	8,207.00	-	-	-	-	-	0%	8,207.00	-	-
401	15010	Plumbing Sleeves and Inserts	3,707.00	-	-	-	-	-	0%	3,707.00	-	-
402	15010	Plumbing A/G Storm Piping	5,287.00	-	-	-	-	-	0%	5,287.00	-	-
403	15010	Plumbing A/G Domestic Water	65,999.00	-	-	-	-	-	0%	65,999.00	-	-
404	15010	Plumbing A/G Gas Piping	12,029.00	-	-	-	-	-	0%	12,029.00	-	-
405	15010	Plumbing Tubs & Hook-ups	10,684.00	-	-	-	-	-	0%	10,684.00	-	-
406	15010	Plumbing Fixtures	19,118.00	-	-	-	-	-	0%	19,118.00	-	-
407	15010	Plumbing Equipment	11,872.00	-	-	-	-	-	0%	11,872.00	-	-
408	15010	Plumbing Condensate Piping	6,197.00	-	-	-	-	-	0%	6,197.00	-	-
409	15010	Plumbing Testing	3,968.00	-	-	-	-	-	0%	3,968.00	-	-
410	15010	Plumbing Identification	750.00	-	-	-	-	-	0%	750.00	-	-
411	15010	Plumbing Insulation - Finetop - Fire Protection	47,103.00	-	-	-	-	-	0%	47,103.00	-	-
		Electrical										
412	16000	Electrical Engineering	52,700.00	39,506.40	-	-	-	39,506.40	75%	13,193.60	-	3,850.84
413	16000	Electrical Mobilization	28,320.00	28,320.00	-	-	-	28,320.00	100%	-	-	2,832.00
414	16000	Electrical Office Trailer/Admin.	40,800.00	18,816.00	1,008.00	-	-	19,816.00	48%	20,984.00	100.00	1,981.60
415	16000	Electrical Proj Engineer, CAD, Proj Assistant	25,500.00	24,267.50	1,500.00	-	-	25,867.50	101%	(367.50)	150.00	2,586.75
416	16000	Electrical Permits	22,102.00	17,380.00	-	-	-	17,380.00	79%	4,719.00	-	1,738.00
417	16000	Electrical Submittals	3,400.00	3,400.00	-	-	-	3,400.00	100%	-	-	340.00
418	16000	Electrical Supervision/Planning/Coordination	40,800.00	36,500.00	2,400.00	-	-	38,900.00	95%	1,900.00	240.00	3,890.00
419	16000	Electrical Light Fixture Package	141,000.00	92,250.00	-	-	-	92,250.00	65%	48,750.00	-	9,225.00
420	16000	Electrical Distribution Package	225,000.00	158,000.00	34,000.00	-	38,000.00	192,000.00	85%	33,000.00	3,400.00	19,200.00
421	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	80,000.00	23,872.00	10,000.00	-	-	33,872.00	58%	16,128.00	1,000.00	3,387.20
422	16000	Electrical Generator	100,000.00	85,000.00	-	-	-	85,000.00	85%	15,000.00	-	8,500.00
423	16000	Electrical Underslab Branch Conduit & Wire	68,000.00	64,500.00	-	-	-	64,500.00	95%	3,500.00	-	6,450.00
424	16000	Electrical Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00	-	-	-	313,500.00	95%	16,500.00	-	31,350.00
425	16000	Electrical 1st Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	-	47,750.00	50%	47,750.00	-	4,775.00
426	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
427	16000	Electrical 2nd Floor Rough Walls/Ceilings	95,500.00	76,750.00	4,500.00	-	900.00	81,250.00	85%	14,250.00	450.00	8,125.00
428	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
429	16000	Electrical 3rd Floor Rough Walls/Ceilings	95,500.00	76,750.00	4,500.00	-	1,800.00	81,250.00	85%	14,250.00	450.00	8,125.00
430	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
431	16000	Electrical 4th Floor Rough Walls/Ceilings	95,500.00	58,850.00	14,400.00	-	1,800.00	81,250.00	85%	14,250.00	1,440.00	8,125.00
432	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
433	16000	Electrical 5th Floor Rough Walls/Ceilings	95,500.00	47,750.00	33,500.00	-	11,000.00	81,250.00	85%	14,250.00	3,350.00	8,125.00
434	16000	Electrical 5th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
435	16000	Electrical 6th Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	11,000.00	47,750.00	50%	47,750.00	-	4,775.00
436	16000	Electrical 6th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
437	16000	Electrical 7th Floor Rough Walls/Ceilings	95,500.00	47,750.00	-	-	11,000.00	47,750.00	50%	47,750.00	-	4,775.00
438	16000	Electrical 7th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
439	16000	Electrical 8th Floor Rough Walls/Ceilings	95,500.00	28,000.00	18,750.00	-	11,000.00	47,750.00	50%	47,750.00	1,875.00	4,775.00
440	16000	Electrical 8th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
441	16000	Electrical 9th Floor Rough Walls/Ceilings	95,500.00	28,000.00	18,750.00	-	20,000.00	47,750.00	50%	47,750.00	1,875.00	4,775.00
442	16000	Electrical 9th Floor Device and Fixture Trim	6,000.00	-	-	-	-	-	0%	6,000.00	-	-
443	1000	Contractor Fee	1,598,747.00	900,294.90	50,890.15	-	-	950,685.05	60%	641,631.95	5,658.02	95,659.51

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BUILDING #8

444	2800	Landscaping	80,000.00	-	-	-	-	-	0%	80,000.00	-	-
445	5100	Reinforcing Steel Labor	210,000.00	210,000.00	-	-	-	210,000.00	100%	-	-	21,000.00
446	5100	Reinforcing Steel Material	419,122.75	369,122.75	-	-	-	369,122.75	88%	50,000.00	-	36,912.28
447	3300	Concrete Excavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
448	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
449	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
450	3300	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
451	3300	Concrete Place Slab on Grade	160,000.00	156,800.00	-	-	-	156,800.00	98%	3,200.00	-	15,680.00
452	3300	Concrete Form and Place Deck	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
453	3300	LL Wall/Lt concrete (Budget)	148,892.50	20,000.00	-	-	-	20,000.00	14%	128,892.50	-	2,000.00
454	3450	Precast Concrete 1st Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
455	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
456	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
457	3450	Precast Concrete 4th Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
458	4100	Masonry C&R	249,300.00	249,300.00	-	-	-	249,300.00	100%	-	-	24,930.00
459	4100	Masonry Trim Brick Veneer	310,700.00	-	-	-	-	-	0%	310,700.00	-	-
460	6415	Granite / Marble / Shower Pans	100,000.00	3,140.00	-	-	-	3,140.00	3%	96,860.00	-	314.00
461	5100	Miscellaneous Steel	91,000.00	18,668.00	-	-	-	18,668.00	21%	72,332.00	-	1,866.80
462	6100	Wood Framing - 1st Level / Labor, Equipt	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
463	6100	Wood Framing - 1st Level / Lumber, Hardware	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
464	6100	Wood Framing - 2nd Level / Labor, Equipt	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
465	6100	Wood Framing - 2nd Level / Lumber, Hardware	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
466	6100	Wood Framing - 3rd Level / Labor, Equipt	177,141.00	177,138.00	-	-	-	177,138.00	100%	3.00	-	17,713.80
467	6100	Wood Framing - 3rd Level / Lumber, Hardware	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
468	6100	Wood Framing - 4th Level / Labor, Equipt	192,032.00	192,032.00	-	-	-	192,032.00	100%	-	-	19,203.20
469	6100	Wood Framing - 4th Level / Lumber, Hardware	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
470	6100	Wood Framing - Roof Level / Labor, Equipt	61,648.00	61,648.00	-	-	-	61,648.00	100%	-	-	6,164.80
471	6100	Wood Framing - Roof Level / Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
472	6200	Finish Carpentry (Budget)	531,571.00	242,418.81	2,456.54	6,687.40	175,803.35	254,564.75	48%	331,005.25	814.59	25,056.48
473	7220	Insulation - Fire Caulking	91,800.00	73,440.00	18,360.00	-	-	91,800.00	100%	-	1,836.00	9,180.00
474	7720	Roofing	157,738.00	153,005.86	-	-	-	153,005.86	97%	4,732.14	-	15,300.59
475	7100	Waterproofing	69,475.00	46,189.73	-	-	-	46,189.73	78%	13,285.27	-	4,618.97
476	7240	Stucco	396,700.00	156,920.00	117,485.00	-	-	274,085.00	69%	122,615.00	11,748.50	27,408.50
477	8550	Windows	254,000.00	238,172.00	-	-	-	238,172.00	94%	15,828.00	-	23,817.20
478	8200	Drywall -Acoustical	1,054,050.00	604,050.00	130,000.00	-	-	734,050.00	70%	320,000.00	13,000.00	73,400.00
479	9600	Flooring	900,000.00	-	-	-	-	-	0%	900,000.00	-	-
480	9000	Painting	353,118.50	-	-	-	-	-	0%	353,118.50	-	-
481	11900	Appliances(Budget)	113,000.00	-	-	-	-	-	0%	113,000.00	-	-
482	14200	Elevators	274,926.00	192,356.00	-	-	192,356.00	192,356.00	70%	82,570.00	-	19,235.60
483	1500	Mechanical Mobilization	12,500.00	12,000.00	-	-	-	12,000.00	96%	500.00	-	1,200.00
484	1330	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
485	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
486	1780	Mechanical Closeout Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
487	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
488	15020	HVAC Pre-Rough-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
489	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
490	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
491	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
492	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
493	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
494	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 3rd Floor										
495	15020	HVAC Pre-Rough-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
496	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
497	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
498	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
499	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
500	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
501	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

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BUILDING #4 Continued...

		HVAC 3rd Floor										
502	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
503	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
504	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
505	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
506	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
507	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
508	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 4th Floor										
509	15020	HVAC Pre-Rock-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
510	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
511	15020	HVAC Rough Duct	19,694.72	-	4,923.68	-	-	4,923.68	25%	14,771.04	492.37	492.37
512	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	19,694.72	19,694.72	100%	-	-	1,969.47
513	15020	HVAC Set Condensers	4,923.68	-	4,923.68	-	-	4,923.68	100%	-	492.37	492.37
514	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
515	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC Common Areas and Inspect										
516	15020	HVAC Pre-Rock-Line Set Piping	31,688.87	-	31,688.87	-	-	31,688.87	100%	-	3,168.89	3,168.89
517	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	2,535.11
518	15020	HVAC Rough Duct	25,351.13	-	19,013.35	-	-	19,013.35	75%	6,337.78	1,901.34	1,901.34
519	15020	HVAC Condenser Materials	25,351.13	-	-	-	-	-	0%	25,351.13	-	-
520	15020	HVAC Set Condensers	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
521	15020	HVAC Set Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
522	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
		Plumbing Entire Facility										
523	15010	Plumbing Permit	8,535.00	8,364.30	-	-	-	8,364.30	98%	170.70	-	836.43
524	15010	Plumbing Excavation and Backfill	82,400.00	81,152.00	-	-	-	81,152.00	98%	1,248.00	-	8,115.20
525	15010	Plumbing U/G Sanitary Piping	25,935.00	25,416.30	-	-	-	25,416.30	98%	518.70	-	2,541.63
526	15010	Plumbing U/G Storm Piping	8,285.00	8,159.30	-	-	-	8,159.30	98%	125.70	-	815.93
527	15010	Plumbing Pre-Cast Structures - Fireprotection	64,128.00	8,945.44	-	-	-	8,945.44	14%	75,182.56	-	894.54
		Plumbing 1st Floor										
528	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
529	15010	Plumbing Drains / Cameras	7,232.00	7,087.87	-	-	-	7,087.87	98%	144.13	-	708.79
530	15010	Plumbing Sleeves and Inserts	65,963.00	64,843.74	-	-	-	64,843.74	98%	1,119.26	-	6,484.37
531	15010	Plumbing A/G Storm Piping	18,478.00	18,108.48	-	-	-	18,108.48	98%	369.52	-	1,810.85
532	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
533	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
534	15010	Plumbing Tubs & Hook-ups	37,040.00	36,188.00	-	-	-	35,188.00	95%	1,852.00	-	3,518.80
535	15010	Plumbing Fixtures	65,513.00	13,878.25	13,878.25	-	-	27,756.50	50%	27,756.50	1,387.83	2,775.65
536	15010	Plumbing Equipment	16,975.00	9,585.00	3,195.00	-	-	12,780.00	80%	3,195.00	319.50	1,278.00
537	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
538	15010	Plumbing Testing	8,566.00	7,709.40	428.30	-	-	8,137.70	95%	428.30	42.83	813.77
539	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
540	15010	Plumbing Insulation - Firestop - Fire Protection	97,629.00	87,400.00	-	-	-	87,400.00	90%	10,229.00	-	8,740.00
		Plumbing 2nd Floor										
541	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
542	15010	Plumbing Drains / Cameras	7,232.00	7,087.86	-	-	-	7,087.86	98%	144.14	-	708.79
543	15010	Plumbing A/G Storm Piping	18,478.00	18,108.48	-	-	-	18,108.48	98%	369.52	-	1,810.85
544	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
545	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
546	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60
547	15010	Plumbing Fixtures	65,513.00	8,328.95	13,878.25	-	-	22,205.20	40%	33,307.80	1,387.83	2,220.52
548	15010	Plumbing Equipment	15,975.00	11,182.50	1,597.50	-	-	12,780.00	80%	3,195.00	159.75	1,278.00
549	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
550	15010	Plumbing Testing	8,566.00	7,709.40	-	-	-	7,709.40	90%	856.60	-	770.94
551	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
552	15010	Plumbing Insulation - Firestop - Fire Protection	97,629.00	92,668.80	-	-	-	92,668.80	95%	4,830.20	-	9,268.88

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BUILDING #8 Continued

		Plumbing 3rd Floor										
553	15010	Plumbing A/G Waste & Vent	73,093.00	69,438.35	-	-	-	69,438.35	95%	3,654.65	-	6,943.84
554	15010	Plumbing Drains / Carriers	7,232.50	7,087.85	-	-	-	7,087.85	98%	144.65	-	708.79
555	15010	Plumbing A/G Storm Piping	18,475.00	17,552.20	-	-	-	17,552.20	95%	923.80	-	1,755.22
556	15010	Plumbing A/G Domestic Water	79,331.00	75,364.45	-	-	-	75,364.45	95%	3,966.55	-	7,536.45
557	15010	Plumbing A/G Gas Piping	31,071.00	27,963.90	-	-	-	27,963.90	90%	3,107.10	-	2,796.39
558	15010	Plumbing Tubs & Hook-ups	37,040.00	29,632.00	-	-	-	29,632.00	80%	7,408.00	-	2,963.20
559	15010	Plumbing Fixtures	55,513.00	5,551.30	22,205.20	-	-	27,756.50	50%	27,756.50	2,220.52	2,775.65
560	15010	Plumbing Equipment	15,975.00	11,182.50	1,597.50	-	-	12,780.00	80%	3,195.00	159.75	1,278.00
561	15010	Plumbing Condensate Piping	5,594.00	5,025.60	-	-	-	5,025.60	90%	558.40	-	502.56
562	15010	Plumbing Testing	8,568.00	6,854.80	-	-	-	6,854.80	80%	1,713.20	-	685.28
563	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
564	15010	Plumbing Insulation - Fitesup - Fire Protection	87,820.00	87,409.00	-	-	-	87,409.00	99%	10,131.00	-	8,740.90
		Plumbing 4th Floor										
565	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
566	15010	Plumbing Drains / Carriers	7,232.50	7,087.85	-	-	-	7,087.85	98%	144.65	-	708.79
567	15010	Plumbing A/G Storm Piping	18,475.00	17,552.20	-	-	-	17,552.20	95%	923.80	-	1,755.22
568	15010	Plumbing A/G Domestic Water	79,231.00	75,364.45	-	-	-	75,364.45	95%	3,866.55	-	7,536.45
569	15010	Plumbing A/G Gas Piping	31,071.00	28,517.45	-	-	-	28,517.45	92%	1,553.55	-	2,851.75
570	15010	Plumbing Tubs & Hook-ups	37,040.00	29,632.00	-	-	-	29,632.00	80%	7,408.00	-	2,963.20
571	15010	Plumbing Fixtures	55,513.00	5,551.30	5,551.30	-	-	11,102.60	20%	44,410.40	555.13	1,110.26
572	15010	Plumbing Equipment	15,975.00	7,987.50	-	-	-	7,987.50	50%	7,987.50	-	798.75
573	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
574	15010	Plumbing Testing	8,566.00	8,137.70	-	-	-	8,137.70	95%	428.30	-	813.77
575	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
576	15010	Plumbing Insulation - Fitesup - Fire Protection	97,920.00	89,888.20	-	-	-	89,888.20	92%	7,731.80	-	8,988.82
		Electrical										
577	16000	Electrical Engineering	29,450.00	22,096.80	-	-	-	22,096.80	75%	7,353.20	-	2,209.68
578	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
579	16000	Electrical Office Trailer/Admin.	22,800.00	12,403.00	1,000.00	-	-	13,403.00	59%	9,397.00	100.00	1,340.30
580	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	12,735.00	1,500.00	-	-	14,235.00	100%	15.00	150.00	1,423.50
581	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
582	16000	Electrical Submittals	1,800.00	1,800.00	-	-	-	1,000.00	100%	-	-	100.00
583	16000	Electrical Supervision/Planning/Coordination	22,800.00	16,850.00	2,400.00	-	-	19,250.00	84%	3,550.00	240.00	1,925.00
584	16000	Electrical Light Fixture Package	106,000.00	68,436.00	7,564.00	-	-	106,000.00	100%	-	756.40	10,600.00
585	16000	Electrical Distribution Package	83,000.00	78,500.00	-	-	-	78,500.00	95%	4,500.00	-	7,850.00
586	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,928.00	62,744.00	10,000.00	-	-	72,744.00	77%	21,184.00	1,000.00	7,274.40
587	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
588	16000	Electrical Garage & 1st floor deck conduit/wire	400,000.00	360,000.00	-	-	-	360,000.00	85%	20,000.00	-	36,000.00
589	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
590	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
591	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
592	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
593	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
594	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
595	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
596	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
597	1000	Contractor Fee	874,315.00	692,404.30	23,805.14	-	-	816,209.44	70%	258,105.56	2,380.51	61,820.94
BUILDING #9												
598	2800	Landscaping	60,000.00	-	-	-	-	-	0%	60,000.00	-	-
599	5100	Reinforcing Steel Labor	210,000.00	210,000.00	-	-	-	210,000.00	100%	-	-	21,000.00
600	5100	Reinforcing Steel Material	419,122.75	419,122.75	-	-	-	419,122.75	100%	-	-	41,912.28
601	3300	Concrete Excavate Footings	127,500.00	127,500.00	-	-	-	127,500.00	100%	-	-	12,750.00
602	3300	Concrete Place footings	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
603	3300	Concrete Form and Place Walls	300,000.00	300,000.00	-	-	-	300,000.00	100%	-	-	30,000.00
604	3300	Concrete Form and Place Columns	80,000.00	80,000.00	-	-	-	80,000.00	100%	-	-	8,000.00
605	3300	Concrete Place Slab on Grade	160,000.00	160,000.00	-	-	-	160,000.00	100%	-	-	16,000.00
606	3300	Concrete Form and Place Deck	360,000.00	360,000.00	-	-	-	360,000.00	100%	-	-	36,000.00
607	3300	Lt Weight concrete (Budget)	146,892.50	20,000.00	-	-	-	20,000.00	14%	126,892.50	-	2,000.00
608	3450	Precast Concrete 1st Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
609	3450	Precast Concrete 2nd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
610	3450	Precast Concrete 3rd Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25
611	3450	Precast Concrete 4th Floor (Budget)	100,000.00	51,862.50	-	-	25,931.25	51,862.50	52%	48,137.50	-	5,186.25

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BUILDING #9 Continued...

612	4100	Masonry CMU	249,300.00	248,589.00	711.00	-	-	249,300.00	100%	-	71.10	24,939.00
613	4100	Masonry Thin Brick Veneer	310,700.00	-	118,072.00	46,300.00	-	164,372.00	53%	146,328.00	16,437.20	16,437.20
614	5415	Granite / Marble / Shower Pans	100,000.00	13,405.00	-	-	-	13,405.00	13%	86,595.00	-	1,340.50
615	5100	Miscellaneous Steel	91,000.00	51,283.72	-	-	-	51,283.72	56%	39,716.28	-	5,128.37
616	6100	Framing - 1st Level / Labor, Equipt.	199,015.00	199,015.00	-	-	-	199,015.00	100%	-	-	19,901.50
617	6100	Framing - 1st Level / Lumber, Hardwair	245,918.00	245,918.00	-	-	-	245,918.00	100%	-	-	24,591.80
618	6100	Framing - 2nd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
619	6100	Framing - 2nd Level / Lumber, Hardwair	229,547.00	229,547.00	-	-	-	229,547.00	100%	-	-	22,954.70
620	6100	Framing - 3rd Level / Labor, Equipt.	177,141.00	177,141.00	-	-	-	177,141.00	100%	-	-	17,714.10
621	6100	Framing - 3rd Level / Lumber, Hardwair	226,039.00	226,039.00	-	-	-	226,039.00	100%	-	-	22,603.90
622	6100	Framing - 4th Level / Labor, Equipt.	162,032.00	162,032.00	-	-	-	162,032.00	100%	-	-	16,203.20
623	6100	Framing - 4th Level / Lumber, Hardwair	146,941.00	146,941.00	-	-	-	146,941.00	100%	-	-	14,694.10
624	6100	Framing - Roof Level / Labor, Equipt.	81,648.00	81,648.00	-	-	-	81,648.00	100%	-	-	8,164.80
625	6100	Framing - Roof Level / Lumber, Trusses	179,580.00	179,580.00	-	-	-	179,580.00	100%	-	-	17,958.00
626	6200	Finish Carpentry (Budget)	681,871.00	210,041.93	2,458.64	5,687.40	137,652.67	218,187.87	35%	363,383.13	814.59	21,818.79
627	7220	Insulation - Fire Caulking	91,800.00	82,620.00	9,180.00	-	-	91,800.00	100%	-	918.00	9,180.00
628	7220	Roofing	167,738.00	156,158.82	-	-	107,281.04	156,158.82	93%	1,578.18	-	15,615.88
629	7100	Waterproofing	58,475.00	46,169.73	-	-	-	46,169.73	79%	12,305.27	-	4,616.97
630	7240	Stucco	390,700.00	297,525.00	-	-	-	297,525.00	75%	93,175.00	-	29,752.50
631	8550	Windows - Material Only	254,000.00	238,172.00	-	-	8,172.00	238,172.00	94%	15,828.00	-	23,817.20
632	9200	Drywall - Dunesglass	1,064,050.00	669,132.50	125,000.00	-	100,000.00	819,132.50	77%	243,917.50	12,500.00	81,913.25
633	9600	Flooring	300,000.00	-	-	-	-	-	0%	300,000.00	-	-
634	9900	Painting	353,117.50	-	-	-	-	-	0%	353,117.50	-	-
635	11000	Appliances(Budget)	112,000.00	-	-	-	-	-	0%	112,000.00	-	-
636	14200	Elevators	274,825.00	189,531.00	-	-	189,531.00	189,531.00	69%	85,365.00	-	18,953.10
637	1500	Mechanical Mobilization	12,500.00	10,500.00	-	-	-	10,500.00	84%	2,000.00	-	1,050.00
638	1310	Mechanical Submittals	1,125.00	1,125.00	-	-	-	1,125.00	100%	-	-	112.50
639	1310	Mechanical General Conditions	1,773.75	1,206.15	-	-	-	1,206.15	68%	567.60	-	120.62
640	1780	Mechanical Close-out Documents	1,000.00	-	-	-	-	-	0%	1,000.00	-	-
		HVAC 1st Floor										
641	15020	HVAC Permit	5,250.00	5,250.00	-	-	-	5,250.00	100%	-	-	525.00
642	15020	HVAC Pre-Rough-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
643	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
644	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
645	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
646	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
647	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
648	15020	HVAC Start Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 2nd Floor										
649	15020	HVAC Pre-Rough-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
650	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
651	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
652	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
653	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
654	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
655	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 3rd Floor										
656	15020	HVAC Pre-Rough-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
657	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
658	15020	HVAC Rough Duct	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
659	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
660	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
661	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
662	15020	HVAC Start-Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
		HVAC 4th Floor										
663	15020	HVAC Pre-Rough-Line Set Piping	24,618.40	24,618.40	-	-	-	24,618.40	100%	-	-	2,461.84
664	15020	HVAC FAU Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
665	15020	HVAC Rough Duct	19,694.72	-	9,847.36	-	-	9,847.36	50%	9,847.36	984.74	984.74
666	15020	HVAC Condenser Materials	19,694.72	19,694.72	-	-	-	19,694.72	100%	-	-	1,969.47
667	15020	HVAC Set Condensers	4,923.68	4,923.68	-	-	-	4,923.68	100%	-	-	492.37
668	15020	HVAC Set Trim	4,923.68	-	-	-	-	-	0%	4,923.68	-	-
669	15020	HVAC Start Up	4,923.68	-	-	-	-	-	0%	4,923.68	-	-

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BUILDING #5 Continued...

		HVAC Cleaning Area 1 and Roofer										
670	15020	HVAC Pre-Rough-Ins Sel Piping	31,888.87	25,351.10	6,337.77	-	-	31,688.87	100%	-	633.78	3,188.88
671	15020	HVAC FAU Materials	25,351.13	25,351.13	-	-	-	25,351.13	100%	-	-	9,338.11
672	15020	HVAC Rough Duct	25,351.13	12,675.57	19,140.45	-	-	32,816.02	90%	2,835.11	1,914.05	2,281.00
673	15020	HVAC Condenser Materials	25,351.13	-	6,337.78	-	-	6,337.78	25%	19,013.35	633.78	633.78
674	15020	HVAC Sel Condensers	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
675	15020	HVAC Sel Trim	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
676	15020	HVAC Start-Up	6,337.78	-	-	-	-	-	0%	6,337.78	-	-
		Plumbing Rough Fixture										
677	15010	Plumbing Permit	8,836.03	8,364.30	-	-	-	8,364.30	95%	170.70	-	636.43
678	15010	Plumbing Excavation and Backfill	67,400.00	61,152.00	-	-	-	61,152.00	90%	1,248.00	-	6,118.20
679	15010	Plumbing UG Sanitary Piping	25,936.00	23,416.30	-	-	-	23,416.30	90%	518.70	-	2,541.63
680	15010	Plumbing UG Storm Piping	6,285.00	6,159.30	-	-	-	6,159.30	98%	125.70	-	615.93
681	15010	Plumbing Pre-Cast Structures - Fireprotection	84,128.00	9,045.44	-	-	-	9,045.44	11%	75,182.56	-	904.54
		Plumbing 1st Floor										
682	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
683	15010	Plumbing Drains / Cantera	7,232.50	7,087.88	-	-	-	7,087.88	98%	144.63	-	708.78
684	15010	Plumbing Sleeves and Inserts	55,963.00	54,843.74	-	-	-	54,843.74	98%	1,119.26	-	5,484.37
685	15010	Plumbing A/G Storm Piping	18,478.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
686	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
687	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
688	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60
689	15010	Plumbing Fixtures	55,513.00	11,102.60	16,653.90	-	-	27,756.50	50%	27,756.50	1,665.39	2,775.65
690	15010	Plumbing Equipment	15,975.00	12,780.00	1,597.50	-	-	14,377.50	90%	1,597.50	159.75	1,437.75
691	15010	Plumbing Condensate Piping	6,584.00	6,472.32	-	-	-	6,472.32	98%	111.68	-	647.23
692	15010	Plumbing Testing	8,566.00	8,137.70	-	-	-	8,137.70	95%	428.30	-	813.77
693	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
694	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	87,989.00	-	-	-	87,989.00	90%	9,631.00	-	8,798.90
		Plumbing 2nd Floor										
695	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
696	15010	Plumbing Drains / Cantera	7,232.50	7,087.88	-	-	-	7,087.88	98%	144.63	-	708.78
697	15010	Plumbing A/G Storm Piping	18,478.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
698	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
699	15010	Plumbing A/G Gas Piping	31,071.00	30,449.58	-	-	-	30,449.58	98%	621.42	-	3,044.96
700	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60
701	15010	Plumbing Fixtures	55,513.00	11,102.60	16,653.90	-	-	27,756.50	50%	27,756.50	1,665.39	2,775.65
702	15010	Plumbing Equipment	15,975.00	9,585.00	3,195.00	-	-	12,780.00	80%	3,195.00	319.50	1,278.00
703	15010	Plumbing Condensate Piping	6,584.00	6,472.32	-	-	-	6,472.32	98%	111.68	-	647.23
704	15010	Plumbing Testing	8,566.00	8,137.70	-	-	-	8,137.70	95%	428.30	-	813.77
705	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
706	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	90,989.00	-	-	-	90,989.00	93%	6,631.00	-	9,098.90
		Plumbing 3rd Floor										
707	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
708	15010	Plumbing Drains / Cantera	7,232.50	6,970.88	-	-	-	6,970.88	96%	381.62	-	697.09
709	15010	Plumbing A/G Storm Piping	18,478.00	17,562.20	-	-	-	17,562.20	95%	923.80	-	1,756.22
710	15010	Plumbing A/G Domestic Water	79,331.00	75,384.45	-	-	-	75,384.45	95%	3,946.55	-	7,538.45
711	15010	Plumbing A/G Gas Piping	31,071.00	29,517.45	-	-	-	29,517.45	95%	1,553.55	-	2,951.75
712	15010	Plumbing Tubs & Hook-ups	37,040.00	33,336.00	-	-	-	33,336.00	90%	3,704.00	-	3,333.60
713	15010	Plumbing Fixtures	55,513.00	11,102.60	11,102.60	-	-	22,205.20	40%	33,307.80	1,110.26	2,220.52
714	15010	Plumbing Equipment	15,975.00	8,785.25	2,396.25	-	-	11,181.50	70%	4,792.50	239.63	1,118.15
715	15010	Plumbing Condensate Piping	6,584.00	5,472.32	-	-	-	5,472.32	83%	111.68	-	547.23
716	15010	Plumbing Testing	8,566.00	8,137.70	-	-	-	8,137.70	95%	428.30	-	813.77
717	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
718	15010	Plumbing Insulation - Firestop - Fire Protection	97,620.00	83,458.00	506.00	-	-	83,989.00	86%	13,631.00	50.60	8,398.90

CAMCO-MW 00069

JA004061

HELIX-TR-EX-522-0025

BUILDING #9 Continued...

		Plumbing Contract										
719	15010	Plumbing A/G Waste & Vent	73,093.00	71,631.14	-	-	-	71,631.14	98%	1,461.86	-	7,163.11
720	15010	Plumbing Drains / Cameras	7,232.50	7,087.86	-	-	-	7,087.86	98%	144.64	-	708.79
721	15010	Plumbing A/G Storm Piping	18,476.00	18,106.48	-	-	-	18,106.48	98%	369.52	-	1,810.65
722	15010	Plumbing A/G Domestic Water	79,331.00	77,744.38	-	-	-	77,744.38	98%	1,586.62	-	7,774.44
723	15010	Plumbing A/G Gas Piping	51,071.00	28,898.00	1,553.55	-	-	30,449.55	98%	621.42	155.36	3,044.96
724	15010	Plumbing Tubs & Hook-ups	37,040.00	35,188.00	-	-	-	35,188.00	95%	1,852.00	-	3,518.80
725	15010	Plumbing Fixtures	55,513.00	11,102.60	5,551.30	-	-	16,653.90	30%	38,859.10	555.13	1,665.39
726	15010	Plumbing Equipment	15,675.00	7,987.50	799.75	-	-	8,786.25	56%	7,188.75	79.88	878.63
727	15010	Plumbing Condensate Piping	5,584.00	5,472.32	-	-	-	5,472.32	98%	111.68	-	547.23
728	15010	Plumbing Testing	8,566.00	7,709.40	428.30	-	-	8,137.70	95%	428.30	42.83	813.77
729	15010	Plumbing Identification	2,112.00	-	-	-	-	-	0%	2,112.00	-	-
730	15010	Plumbing Insulation - Fireslop - Fire Protection	97,620.00	89,558.00	506.00	-	-	90,064.00	92%	7,556.00	50.60	9,006.40
		Electrical										
731	16000	Electrical Engineering	29,450.00	22,098.50	-	-	-	22,098.50	75%	7,353.20	-	2,209.85
732	16000	Electrical Mobilization	15,840.00	15,840.00	-	-	-	15,840.00	100%	-	-	1,584.00
733	16000	Electrical Office Trailer/Admin.	22,800.00	12,403.00	1,000.00	-	-	13,403.00	59%	9,397.00	100.00	1,340.30
734	16000	Electrical Proj Engineer, CAD, Proj Assistant	14,250.00	13,735.00	1,500.00	-	-	14,235.00	100%	15.00	150.00	1,423.50
735	16000	Electrical Permits	12,350.00	6,930.00	-	-	-	6,930.00	56%	5,420.00	-	693.00
736	16000	Electrical Submittals	1,900.00	1,900.00	-	-	-	1,900.00	100%	-	-	190.00
737	16000	Electrical Supervision/Planning/Coordination	22,800.00	21,800.00	1,000.00	-	-	22,800.00	100%	-	120.00	2,280.00
738	16000	Electrical Light Fixture Package	106,000.00	98,436.00	7,564.00	-	-	106,000.00	100%	-	756.40	10,600.00
739	16000	Electrical Distribution Package	83,000.00	79,000.00	-	-	-	79,000.00	95%	4,000.00	-	7,900.00
740	16000	Electrical Low Voltage Systems (FA, CCTV, CA, etc.)	93,928.00	62,744.00	10,000.00	-	-	72,744.00	77%	21,184.00	1,000.00	7,274.40
741	16000	Electrical Underslab Branch Conduit & Wire	85,000.00	76,500.00	-	-	-	76,500.00	90%	8,500.00	-	7,650.00
742	16000	Electrical Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00	-	-	-	380,000.00	95%	20,000.00	-	38,000.00
743	16000	Electrical 1st Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
744	16000	Electrical 1st Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
745	16000	Electrical 2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00	-	-	-	71,250.00	95%	3,750.00	-	7,125.00
746	16000	Electrical 2nd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
747	16000	Electrical 3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
748	16000	Electrical 3rd Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
749	16000	Electrical 4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00	-	-	71,250.00	95%	3,750.00	350.00	7,125.00
750	16000	Electrical 4th Floor Device and Fixture Trim	10,000.00	-	-	-	-	-	0%	10,000.00	-	-
751	1000	Contractor Fee	874,315.00	615,830.47	21,077.86	-	-	636,908.33	73%	237,406.67	2,107.79	63,690.83

GRADING CHANGE ORDERS

752	2530	GRADING CO 00001 - Biocide Chem Feed & Stor Tank	59,308.20	53,377.40	-	-	53,377.40	53,377.40	90%	5,930.80	-	2,668.87
753	2510	GRADING CO 00002 - Fire Hydrant Permits	448.78	448.78	-	-	-	448.78	100%	-	-	22.34
754	2530	GRADING CO 00003 - Revisions Utility Sheets 11/14/07	88,339.72	70,570.98	16,926.42	-	-	87,497.40	99%	841.32	841.32	4,374.87
755	2200	GRADING CO 00004 - Encroachment Permit	452.81	452.81	-	-	-	452.81	100%	-	-	22.64
756	2530	GRADING CO 00005.1 - WRG Plans 11-01-07	394,330.13	307,577.50	33,799.73	-	-	341,377.23	87%	52,952.90	1,680.69	17,068.58
757	2530	GRADING CO (LV PIPELINE CO 8)	309,991.00	-	309,991.00	-	-	309,991.00	100%	-	15,499.55	15,499.55
758	2530	GRADING CO (LV PIPELINE CO 9)	34,235.00	-	34,235.00	-	-	34,235.00	0%	-	1,711.75	1,711.75
759	2530	GRADING CO (LV PIPELINE CO 7)	206,824.00	-	197,380.00	-	-	197,380.00	95%	11,444.00	9,869.00	9,869.00
758	2530	0	-	-	-	-	-	-	0%	-	-	-

BUILDING CHANGE ORDERS

760	7810	BUILDING CO 00001.1 Additional Fireproofing B7	13,627.96	13,627.96	-	-	-	13,627.96	100%	-	-	1,362.80
761	5100	BUILDING CO 00002 Add'L Reinforcing Bottom Mat B7	-	-	-	-	-	-	#DIV/0!	-	-	-
762	3300	BUILDING CO 00005 Area Walls B8 and B9	-	-	-	-	-	-	#DIV/0!	-	-	-
763	5100	BUILDING CO 00006 Top Mat Rebar B7	-	-	-	-	-	-	#DIV/0!	-	-	-
764	5100	BUILDING CO 00007 Structural Steel Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
765	3300	BUILDING CO 00008 Concrete Change 4k psi to 5k B7	-	-	-	-	-	-	#DIV/0!	-	-	-
766	16000	BUILDING CO 00011 Wood Framing Changes B8/9	-	-	-	-	-	-	#DIV/0!	-	-	-
767	6100	BUILDING CO 00012.3 HVAC Thru Delta 5 B8/B9	22,975.87	17,231.75	5,743.00	-	-	22,974.75	100%	0.92	574.30	2,297.48
768	15020	BUILDING CO 00013.3 HVAC Changes Thru Delta 5 B2/3	328,275.17	131,510.07	113,669.90	-	-	245,179.97	75%	83,095.20	11,366.99	24,518.00
769	15020	BUILDING CO 00014 Add'l Rebar Laps Added All Bldgs	-	-	-	-	-	-	#DIV/0!	-	-	-
770	5100	BUILDING CO 00018 Pool Reinforcing Redesign B7	-	-	-	-	-	-	#DIV/0!	-	-	-
771	6100	BUILDING CO 00020 Change in Lap Splices	-	-	-	-	-	-	#DIV/0!	-	-	-

CAMCO-MW 00070

HELIX-TR-EX-522-0026

BUILDING CHANGE ORDERS Continued....

792	6100	BUILDING CO 00031 Rebar Changes B7	-	-	-	-	-	-	#DIV/0!	-	-	-
793	5100	BUILDING CO 00029.2 Electrical Options B8	45,160.16	27,066.10	17,156.00	-	-	44,232.10	98%	928.06	1,713.60	4,423.21
794	5100	BUILDING CO 00032.2 Electrical Options B9	43,803.27	26,281.06	16,936.00	-	-	43,217.06	99%	585.31	1,693.60	4,321.90
795	5100	BUILDING CO 00033.3 Plumbing Options B9	54,100.49	13,525.12	-	-	-	13,525.12	25%	40,575.37	-	1,352.51
796	4100	BUILDING CO 00034.2 Plumbing Options B8	64,963.36	16,240.84	-	-	-	16,240.84	25%	48,722.52	-	1,624.08
797	16000	BUILDING CO 00036.1 Electrical C2 Split B8/9	56,443.80	33,866.40	-	-	-	33,866.40	60%	22,577.40	-	3,386.64
798	15010	BUILDING CO 00037.1 B8 & B9 Option Changes	16,009.00	16,009.00	-	-	-	16,009.00	100%	-	-	1,600.90
799	15010	BUILDING CO 00038.1 Cable Hand Rail Opt B8 & B9	21,921.30	-	-	-	-	-	0%	21,921.30	-	-
800	15010	BUILDING CO 00039.1 Building 8 & 9 Fireplaces	18,580.70	-	-	-	-	-	0%	18,580.70	-	-
801	16000	BUILDING CO 00042.1 Electrical Changes Bldg 3	96,722.85	24,180.75	22,000.00	-	-	46,180.75	48%	50,542.10	2,200.00	4,618.08
802	16000	BUILDING CO 00043.2 Electrical Changes Bldg 5	99,739.50	24,935.00	49,000.00	-	-	73,935.00	74%	25,804.50	4,900.00	7,393.50
803	15010	BUILDING CO 00047 Building 8 & 9 Low Voltage	60,884.23	15,223.56	-	-	-	15,223.56	25%	45,670.67	-	1,522.36
804	15010	BUILDING CO 00049 Building 8 & 9 Closet Organizers	18,582.00	-	-	-	-	-	0%	18,582.00	-	-
805	16000	BUILDING CO 00050 Building 7 Electrical Upgrades	26,538.36	-	-	-	-	-	0%	26,538.36	-	-
806	6100	BUILDING CO 00052 Bldg 8 & 9 Shower Doors & Mirrors	19,740.58	-	-	-	-	-	0%	19,740.58	-	-
807	5100	BUILDING CO 00065 Masonry C2 Split B8/9	12,093.08	12,093.08	-	-	-	12,093.08	100%	-	-	1,209.31
808	11000	0	-	-	-	-	-	-	0%	-	-	-
809	16000	0	-	-	-	-	-	-	0%	-	-	-
810	16000	0	-	-	-	-	-	-	0%	-	-	-
811	16000	0	-	-	-	-	-	-	0%	-	-	-
812	6200	0	-	-	-	-	-	-	0%	-	-	-
813	16000	0	-	-	-	-	-	-	0%	-	-	-
814	10800	0	-	-	-	-	-	-	0%	-	-	-
815	16000	0	-	-	-	-	-	-	0%	-	-	-
816	16000	0	-	-	-	-	-	-	0%	-	-	-
817	4100	0	-	-	-	-	-	-	0%	-	-	-
818	7610	0	-	-	-	-	-	-	0%	-	-	-
819	7610	0	-	-	-	-	-	-	0%	-	-	-
820	16000	0	-	-	-	-	-	-	0%	-	-	-
821	16000	0	-	-	-	-	-	-	0%	-	-	-
822	16000	0	-	-	-	-	-	-	0%	-	-	-
823	16000	0	-	-	-	-	-	-	0%	-	-	-
		TOTAL CONTRACT PHASE 1:	81,064,316.32	55,376,936.62	3,124,666.16	1,860,777.46	4,228,454.79	60,393,600.16	75%	20,690,536.04	471,874.78	5,764,012.28

CAMCO-MW 00071

HELIX-TR-EX-522-0027

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%

CAMCO-MW 00072

Camco Pacific August Billing Detail

Salaried Employees	Base Rate	Burdened Rate	Monthly Burdened Rate	Start Date	Percentage of month worked	Total this month
Don Grande		$ 187,200.00	$ 15,600.00	$ 39,680.00	$ 0.37	$ 5,772.00
Yvonne Farren		$ 61,149.60	$ 5,095.80	$ 39,678.00	$ 0.50	$ 2,547.90
Steve Lemaster		$ 24,432.00	$ 2,036.00	$ 39,675.00	$ 0.50	$ 1,018.00
Kenner Costen	$ 65,000.00	$ 87,750.00	$ 7,312.50	$ 39,689.00	$ 0.07	$ 480.82
Michael Wood	$ 80,000.00	$ 108,000.00	$ 9,000.00	$ 39,685.00	$ 0.20	$ 1,775.34
Carl Mitchell	$ 90,000.00	$ 121,500.00	$ 10,125.00	$ 39,679.00	$ 0.43	$ 4,327.40
Danny Scalice	$ 65,000.00	$ 87,750.00	$ 7,312.50	$ 39,679.00	$ 0.43	$ 3,125.34
Freddy Gonzales	$ 65,000.00	$ 87,750.00	$ 7,312.50	$ 39,679.00	$ 0.43	$ 3,125.34
Damon Westphal	$ 60,000.00	$ 81,000.00	$ 6,750.00	$ 39,679.00	$ 0.43	$ 2,884.93

Hourly Employees	Hourly Rate	Burdened Hourly Rate	Total Hours	Total Straight Time	Overtime Hours	Total Overtime	Total this month
Trent Hall	$ 20.00	$ 27.00	$ 24.00	$ 648.00	$ -	$ -	$ 648.00
Richard Skifton	$ 18.00	$ 24.30	$ 40.00	$ 972.00	$ -	$ -	$ 972.00

Total August Labor		$ 20,905.08

Materials Approved by Gemstone		
Lowes	$ 114.97	
Home Depot	$ 1,342.61	
Home Depot	$ 67.67	
Subtotal	$ 1,525.25	
Mark up 15%	$ 228.79	
Total		$ 1,754.04

Contractor Fee	Monthly Rate	Percentage of month worked	Total this month
	$ 100,000.00	$ 0.50	$ 50,000.00
AUGUST TOTAL			$ 72,659.12

CAMCO-MW 00073

HELIX-TR-EX-522-0029

Camco Pacific August Billing Summary

	Grading	Line 27 OS & SI	Line 104 Building 2	Line 181 Building 3	Line 443 Building 7	Line 597 Building 8	Line 751 Building 9	GCORS	BCORS	Total
Labor	$ -	$ 1,970.64	$ 1,617.49	$ 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	$ -	$ 4,713.31	$ 3,868.65	$ 5,470.36	$ 20,051.56	$ 8,426.60	$ 7,469.52	$ -	$ -	$ 50,000.00
Total	$ -	$ 6,849.29	$ 5,621.86	$ 7,949.43	$ 29,138.58	$ 12,245.38	$ 10,854.58	$ -	$ -	$ 72,659.12

CAMCO-MW 00074

HELIX-TR-EX-522-0030

Invoice

ManhattanWest

Date: September 18, 2008
Statement #: 83108

Bill to: Camco Pacific Construction
Accounts Payable
2925 E. Patrick Lane, Suite G
Las Vegas, Nevada 89120
702.798.6611

Comments:
August 08 Draw

8/31/08	Veronica Khun		$	1,057.00
	Katie Mulryan		$	7,500.00
	Janice Robbins		$	692.40
	Steven Alexander		$	7,500.00
	Craig Colligan		$	19,230.62
	Jill Gisondo		$	8,192.30
	Jennifer Griffith		$	6,981.36
	15% Employee Payroll Tax & Overhead		$	7,673.05
		Total	$	58,826.73
	Invoices:			
7/11/08	Design Space Modular Buildings	#0685020	$	1,642.82
7/22/08	Jackpot Sanitation Services	#30588	$	427.40
7/9/08	Sunstate Equipment Co.	#4158580-004	$	2,075.54
8/6/08		#4158580-005	$	2,075.54
7/3/08	Canyon State Oil	#110358544	$	543.86
7/7/08		#110358948	$	338.21
7/15/08		#110360859	$	482.42
7/23/08		#110363319	$	559.53
7/23/08		#110363327	$	418.99
8/13/08		#110369446	$	355.84
8/8/08	Arrowhead Water	#08H0029230778	$	87.80
8/18/08	Ryan Dyette	#8182008	$	183.23
8/29/08	Joseph Ricci	#082908	$	500.00
		Total	$	9,691.18

Current	30 Days	60 Days	90 Days	Over 90 Days	Amount Due
$68,517.91					$68,517.91

Statement #	83108
Due Date	Net 30
Amount Due	$68,517.91
Amount Enclosed	

Make all checks payable to Gemstone Development West Inc

Thank you for your business!

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

DESIGN SPACE MODULAR BUILDINGS
www.dsmbi.com

Inc.

MONTHLY BILLING

INVOICE

0685020

☐ Los Angeles: 10631 Banana Avenue, Fontana, CA 92337-7002, Phone (909) 349-2800, Fax (909) 349-2110
☐ Fresno: 810 North Pleasant Avenue, Fresno, CA 93728, Phone (559) 233-5596, Fax (559) 233-0305
☐ San Diego: 2235 Encinitas Boulevard, Suite 111, Encinitas, CA 92024-4356, Phone (760) 944-4441, Fax (760) 944-4447
☐ San Francisco/Sacramento: 2725 Fitzgerald Drive, Dixon, CA 95620, Phone (707) 678-6100, Fax (707) 678-6111
☐ Eugene: 29338 Airport Road, Eugene, OR 97402, Phone (541) 461-9122, Fax (541) 689-9942
☐ Spokane: 11120 W. Sunset, Highway 2, Airway Heights, WA 99001, Phone (509) 244-0346, Fax (509) 244-9787
☐ Seattle: P.O Box 274, Pacific, WA 98047-0274, Phone 866-889-7777
☐ Boise: 4055 South Eagleson Road., Boise, ID 83705-4958, Phone (208) 362-7587, Fax (208) 362-7588
☐ Las Vegas: 711 Mall Ring Circle, #104, Henderson, NV 89014, Phone (702) 837-0750, Fax (702) 837-0569
☐ Portland: 6400 S.E. 101st Avenue, Suite 10, Portland, OR 97266, Phone (503) 223-4440, Fax (503) 222-2303
☐ Bend: P.O. Box 1847, Redmond, OR 97756, Phone (541) 382-9466, Fax (541) 385-1991

INVOICE DATE:	7/11/2008
CUSTOMER #:	05 -GEMDEV
LEASE #:	L100272
PO NUMBER:	RYAN DEYETTE
BEGIN DATE:	7/25/2008
END DATE:	8/24/2008

TO:
GEMSTONE DEVELOPMENT
9121 WEST RUSSELL RD, STE 117
LAS VEGAS, NV 89148

UNIT LOCATION:
215 AND RUSSELL
LAS VEGAS, NV 89118

From Vision To Reality, On Time and On Budget

REMIT TO: Design Space Modular Buildings
2235 Encinitas Blvd., Suite 111
Encinitas, CA 92024-4356

UNIT #	QUANTITY	Description	Amount
4139	1	12 X 60 OF 24 X 60 4 OFFC WET	412.50
		Serial #: 56796-01	
4140	1	12 X 60 OF 24 X 60 4 OFFC WET	412.50
		Serial #: 56796-02	
	1	FURNITURE	662.60
	2	STEPS	20.00

CRAIGC Approved 7/21/2008

MW 01-00000
10-00-1800.025
61-6130

Tami will buy furniture we will get rid of this office furniture very shortly

ALEXED Approved 8/1/2008

To help avoid A/C failure, you must replace the air filter in your mobile office monthly.

Net Order:	1,507.60
P.P. Tax:	17.06
Insurance Waiver:	0.00
Sales Tax:	118.16
Invoice Total:	1,642.82

Terms: Due upon receipt of invoice

PLEASE RETURN THIS PORTITION WITH YOUR PAYMENT

Invoice No.: 0685020 Customer #: 05 GEMDEV Contract/Lease:

Amount Enclosed $ Customer Name: L100272

GEMSTONE DEVELOPMENT

CAMCO-MW 00076

Inc.

JACKPOT SANITATION SERVICES

2440 MARCO STREET
LAS VEGAS, NV 89115

Ph: 702-367-9933 Fax: 702-367-0790

Invoice

Billing Address	Service Address
GEMSTONE DEVELOPMENT ATTN: ACCOUNTS PAYABLE 9121 W. RUSSELL RD SUITE 117 LAS VEGAS, NV 89148	GEMSTONE DEVELOPMENT MANHATTAN WEST RUSSELL / FORT APACHE LAS VEGAS, NV 89148

Phone: (702) 614-3193
Fax: 0

Cust #	Site #	Date	Clerk	Terms	P.O.#	Invoice #	Page
GEMSTONEDE	3021	7/22/2008	KMN	DOR		30588	Page 1 / 1

DESCRIPTION	RATE	QTY	AMOUNT
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 T250 SN# Z71			
RENTAL & SERVICE-250 GALLON TANK-Service Interval = 1W	185.00/PER	1	185.00
7/22/2008			
FUEL SURCHARGE	31.00/EACH	1	31.00
	Total		341.00

MW 01-00090
10-00-1800.025
81-8180

CRAIGC Approved 8/1/2008

ALEXED Approved 8/1/2008

Statement as of 7/22/2008	Future: 0.00	Current: 675.80	30 Day: -248.40	60 Day: 0.00	90 Day: 0.00	Total Due: 427.40

Please detach here and return the bottom portion with your payment.

Div:A Cust #: GEMSTONEDE Site #:3021

From GEMSTONE DEVELOPMENT
ATTN: ACCOUNTS PAYABLE
9121 W. RUSSELL RD SUITE 117
LAS VEGAS, NV 89148

Invoice #	30588
Invoice Total	341.00
Paid Amt	0.00
Adjustment Amt	0.00
Balance	341.00
Previous Balance	86.40
Total Due	427.40

To JACKPOT SANITATION SERVICES
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.

CAMCO-MW 00077

PLEASE REMIT TO:

P.O. BOX 52581
PHOENIX, AZ 85072-2581
www.sunstateequip.com

Inc.

BRANCH LOCATION
LAS VEGAS
702-585-1234
AFTER HR#:(702) 497-9289

CONTRACT TYPE:	4 WEEK BILL
INVOICE #:	4158580-004
PO #:	MANHATTAN WEST
JOB #:	MANHATTAN WEST
ORDERED BY:	RYAN/SS/730/TIM
ORDERED DATE:	
DATE/TIME OUT:	3/26/08 7:00 AM
INVOICE DATE:	7/09/08
CUSTOMER #:	86600
PHONE #:	702-614-3193

GEMSTONE DEVELOPMENT
9121 W. RUSSELL ROAD
LAS VEGAS, NV 89148

03-0437

MW 01-00000
10-00-1800.025
57-8180

ORDERED BY: RYAN/SS/730/TIM TERRITORY: 204 PROCESSED BY: CYCLE BILL
DRIVERS LICENSE: LICENSE PLATE: RETURN LOC:
JOB ADDRESS: RUSSELL & FT APACHE, LAS VEGAS
DEL. INSTRUCTIONS: RYAN 614-3193 JOB: MANHATTAN WEST
****PULL WHEELS *****

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY. PAGE: 1 OF 1

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP#	RATES DAY	WEEK	4 WEEKS	EXTENDED PRICE
1	TOWABLE GENERATOR 56KW 72579 SDG65TS HR OUT: 6674.30 HR IN: RATES ARE FOR 10HRS USE PER DAY, 50HRS PER WEEK, AND 200HRS PER MONTH. PLEASE READ THE EXCESS USAGE CHARGE PARAGRAPH ON THE BACK OF THIS CONTRACT.	170.00	600.00	1545.00	1545.00
	HOUR METER IN :_____ DATE: _____				
	** HOUR METER OUT:_____ DATE: _____				
	TOTAL HRS USED:_____				
1	50' POWER CORD 6-4 TWIST LOCK	12.00	46.00	138.00	138.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENV ENVIRONMENTAL FEE	EA	6.500	6.50

CRAIGC Approved 7/21/2008

THIS IS YOUR INVOICE, PLEASE PAY BY INVOICE.

ALEXED Approved 8/1/2008

SUB TOTAL:	1690.50
DAMAGE WAIVER:	235.76
TAX:	149.28
TOTAL AMOUNT DUE:	2075.54

BILLED FOR FOUR WEEKS 6/18/08 THRU 7/16/08 07:00 AM

RENT CONTINUES UNTIL YOU CALL 702-585-1234 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 10th PROX. (DUE 10th OF THE FOLLOWING MONTH). SERVICE CHARGES AT THE RATE OF 18% PER ANNUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
- CUSTOMER AGREES THAT DAMAGE AND THEFT WAIVER IS VOIDED IF EQUIPMENT IS NOT KEPT IN A LOCKED ENCLOSURE OR PROTECTED BY A SECURITY GUARD WHEN NOT IN USE.
- A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
- THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
- WARNING: UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
- BY SIGNING ABOVE I AGREE TO TERMS ON FRONT AND BACK OF THIS CONTRACT. I ALSO ACKNOWLEDGE RECEIVING INSTRUCTIONS AS TO THE

CAMCO-MW 00078

[illegible] Las Vegas, NV 89081
702-[illegible] Fax 702-474-0737

INVOICE 11035854[illegible]
7/07/08

CUSTOMER PO: NO PO NEEDED
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550912691-000
ORDER DATE: 7/02/08
DATE SHIPPED: 7/03/08
LOCATION NO: 1101

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

BILL TO NO.: 52249
GEMSTONE DEVELOPMENT WEST INC
9121 W RUSSELL ROAD STE 117
LAS VEGAS, NV 89148

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

PKG	ITEM CODE / BIN	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			ROBERT JASEN / DG / FILL GENERATOR				
BLK	227-43		LOW SULFUR DIESEL #2-DYED	89	89	5.1500	458.35
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL EXCISE TAX			.0010	.09
			FEDERAL OIL SPILL FEE			.0012	.11
			NV Petroleum Discharge Clean			.0075	.67
EA	FSCI		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	**WET HOSE SERVICE CHARGE**				

CRAIGC Approved 7/8/2008

Alex approved 8-6-08...lynn

SUB-TOTAL	534.22
FREIGHT	.00
MISC CHARGES	.00
HDLG CHARGES	8.95
SALES TAX-STATE	.69
SALES TAX-COUNTY	.00
SALES TAX-CITY	.00
SALES TAX-OTHER LOCAL	.00
INVOICE TOTAL	543.86

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

CAMCO-MW 00079

HELIX-TR-EX-522-0035

JA004071

[illegible] INC.
[illegible] North Las Vegas, NV 89081
702-474-0700 FAX 702-474-0737

INVOICE 110358548
7/08/08

CUSTOMER PO: NO PO REQUIRED
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550913248-000
ORDER DATE: 7/07/08
DATE SHIPPED: 7/07/08
LOCATION NO: 1101

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

BILL TO NO.: 52249
GEMSTONE DEVELOPMENT WEST INC
9121 W RUSSELL ROAD STE 117
LAS VEGAS, NV 89148

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

PKG	ITEM CODE / BIN	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			STEVE / ROBERT JASEN				
BLK	227-43		LOW SULFUR DIESEL #2-DYED	49	49	5.1650	253.09
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL EXCISE TAX			.0010	.05
			FEDERAL OIL SPILL FEE			.0012	.06
			NV Petroleum Discharge Clean			.0075	.37
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	**WET HOSE SERVICE CHARGE**				

Alex approved 8-6-08...lynn

CRAIGC Approved 7/21/2008

SUB-TOTAL	328.57
FREIGHT	.00
MISC CHARGES	.00
HDLG 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 1-1/2% per month (18% annually) will be charged on any balance Past Due.

CAMCO-MW 00080

HELIX-TR-EX-522-0036

Inc

[illegible] INC.
4301 Baker St., North Las Vegas, NV 89081
702-474-9700 FAX 702-474-0737

INVOICE 110369899
7/15/08

CUSTOMER PO: NO PO REQ
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550915810-000
ORDER DATE: 7/14/08
DATE SHIPPED: 7/14/08
LOCATION NO: 1101

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

BILL TO NO.: 52249
GEMSTONE DEVELOPMENT WEST INC
9121 W RUSSELL ROAD STE 117
LAS VEGAS, NV 89148

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

PKG	ITEM CODE BIN	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			ROBERT JASEN / DG / PM DELIVERY				
BLK	227-43		LOW SULFUR DIESEL #2-DYED	78	78	5.0900	397.02
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL EXCISE TAX			.0010	.08
			FEDERAL OIL SPILL FEE			.0012	.09
			NV Petroleum Discharge Clean			.0075	.59
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	**WET HOSE SERVICE CHARGE**				

CRAIGC Approved 7/21/2008

MW 01-00000
10-00-1800.025
81-8730

Alex approved 8-6-08..lynn

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
SALES TAX-OTHER LOCAL	.00
INVOICE TOTAL	482.42

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

CAMCO-MW 00081

HELIX-TR-EX-522-0037

Canyon State Oil COMPANY, INC.

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

702-474-9700
FAX 702-474-0737

PLEASE NOTE OUR NEW 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

INVOICE	CUSTOMER PO	
110363319	NO PO REQ	
INVOICE DATE	TERMS	
7/23/08	NET 10	
ORDER DATE	ORDER NUMBER	SHIP DATE
7/21/08	550917724-000	7/22/08
LOCATION NO.	SALESMAN	
1101	Robert Jasen	

PKG	ITEM CODE	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			STEVE / ROBERT JASEN				
BLK	227-43	BULK	LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM)	98	98	4.83600	473.83
			FEDERAL EXCISE TAX			0.00100	.10
			FEDERAL OIL SPILL FEE			0.00120	.12
			NV Petroleum Discharge Cleanup			0.00750	.74
EA	FSC1	FLAT RAT	FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	1	75.00000	75.00

MW 01-00000
10-00-1800.025
85-8640

Alex approved 8-6-08...lynn

CRAIGC Approved 8/1/2008

SUB-TOTAL:	549.89
FREIGHT:	.00
MISC CHARGES:	.00
HLDG CHARGES:	8.95
SALES TAX-STATE:	.69
SALES TAX-COUNTY:	.00
SALES TAX-CITY:	.00
SALES TAX-OTHER LOCAL:	.00
INVOICE TOTAL	559.53

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

CAMCO-MW 00082

inc.

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

702-474-9700
FAX 702-474-0737

PLEASE NOTE OUR NEW 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

INVOICE	CUSTOMER PO	
110363327	GEN #72579	
INVOICE DATE	TERMS	
7/23/08	NET 10	
ORDER DATE	ORDER NUMBER	SHIP DATE
7/23/08	550918466-000	7/22/08
LOCATION NO.	SALESMAN	
1101	Robert Jasen	

PKG	ITEM CODE	U/M	DESCRIPTION	ORD	SHIP	UNIT PRICE	EXT PRICE
BLK	227-43	BULK	LOW SULFUR DIESEL #2-DYED (DOES NOT EXCEED 500 PPM)	69	69	4.83600	333.68
			FEDERAL EXCISE TAX			0.00100	.07
			FEDERAL OIL SPILL FEE			0.00120	.08
			NV Petroleum Discharge Cleanup			0.00750	.52
EA	FSC1	FLAT RAT	FUEL SERVICE CHARGE-FLAT RATE **WET HOSE SERVICE CHARGE**	1	1	75.00000	75.00

MW 01-00000
10-00-1800.025
81-8130

Alex approved 8-6-08...lynn

CRAIGC Approved 8/1/2008

SUB-TOTAL:	409.35
FREIGHT:	.00
MISC CHARGES:	.00
HLDG CHARGES:	8.95
SALES TAX-STATE:	.69
SALES TAX-COUNTY:	.00
SALES TAX-CITY:	.00
SALES TAX-OTHER LOCAL:	.00
INVOICE TOTAL	418.99

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

CAMCO-MW 00083

HELIX-TR-EX-522-0039

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

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cbyrd@fclaw.com
Attorneys for Respondent

Docket 77320 Document 2020-38048

CHRONOLOGICAL APPENDIX OF EXHIBITS

Date	Description	Bates Number	Volume(s)
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	JA000055-JA000316	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	Bates Number	Volume(s)
06-13-13	**Docket Entry and Minute Order Granting APCO's Motion for Summary Judgment Against Gemstone**	**JA000327**	**6**
08-02-17	**Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements and *Ex Parte* Application for Order Shortening Time**	**JA000328-JA000342**	**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
08-21-17	**APCO Construction's Opposition to Peel Brimley Lien Claimants' Partial Motion for Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**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 Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA000413-JA00418**	**7**
11-06-17	**Peel Brimley Lien Claimants' Motion in Limine Nos. 1-6**	**JA000419-JA000428**	**7**

Date	**Description**	**Bates Number**	**Volume(s)**
	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	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
11-06-17	**Helix Electric of Nevada's Motion *in Limine* Nos. 1-4**	**JA000534-JA000542**	**8**
	Exhibit 1 – Notice of Entry of Order	JA000543-JA000549	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**	**Bates Number**	**Volume(s)**
	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 *in Limine***	**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	Bates Number	Volume(s)
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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	JA000874-JA000897	12
11-14-17	**Camco Pacific Construction Company, Inc.'s Opposition to Lien Claimants' Motions in Limine Nos. 1-6**	**JA000898-JA000905**	**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	Bates Number	Volume(s)
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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	**Helix Electric of Nevada's Opposition to APCO Construction's Omnibus Motion *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	JA001056-JA001059	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 *Motion in Limine***	**JA001133 JA001148**	**21**

Date	Description	Bates Number	Volume(s)
	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 *in Limine* 1-6**	**JA001161-JA001169**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion *in Limine* 1-4**	**JA001170-JA001177**	**22**
12-29-17	**Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine***	**JA001178-JA001186**	**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**	**JA001187-JA001198**	**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

Date	**Description**	**Bates Number**	**Volume(s)**
	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 *En Banc* 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
01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order**	**JA001552-JA001560**	**27**

Date	Description	Bates Number	Volume(s)
	Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
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**
01-12-18	**Joint Pre-Trial Memorandum [for APCO Construction, Inc., the Peel Brimley Lien Claimants and National Wood Products, LLC ONLY]**	**JA001574-JA001594**	**27/28**
	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 *in Limine*	JA001644-JA001647	28

Date	Description	Bates Number	Volume(s)
	Exhibit 9 - Amended *nunc pro tunc* order regarding APCO Construction, Inc.'s Omnibus Motion *in Limine* No. 7	JA001648-JA001650	28
	Exhibit 10 - Order Granting in Part and Denying in part Helix Electric of Nevada, LLC's Motions *in Limine* 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 *in Limine*	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
01-17-18	**Transcript Bench Trial (Day 1)**[1]	**JA001668-JA001802**	**29/30**
	Trial Exhibit 1 - Grading Agreement ***(Admitted)***	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

[1] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 4 - APCO Pay Application No. 9 Submitted to Gemstone ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	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 ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	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

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	JA002189 – JA002198	36

Date	Description	Bates Number	Volume(s)
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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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	JA002457-JA002494	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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
	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

Date	Description	Bates Number	Volume(s)
	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-JA002825	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:		
	Trial Exhibit 501 - Payment Summary	JA003339 – JA003732	55/56/57 /58/59/60
	Trial Exhibit 508 – Helix Pay Application	JA003733-JA003813	60/61

Date	Description	Bates Number	Volume(s)
	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	JA004035-JA005281	63/64/65 /66/67/ 68/69/70/ 71/72 /73/74/75 /76/77
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**
01-18-18	**Transcript – Bench Trial (Day 2)**[2]	JA005284-JA005370	78
	Trial Exhibit 535 – Deposition Transcript of Andrew Rivera (Exhibit 99) ***(Admitted)***	JA005371-JA005623	78/79/80
01-19-18	**Transcript – Bench Trial (Day 3)**[3]	JA005624-JA005785	80
	Trial Exhibit 231 – Helix Electric's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80

[2] Filed January 31, 201879
[3] Filed January 31, 2018

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	JA005817-JA005819	81
01-24-18	**Transcript – Bench Trial (Day 5)**[4]	**JA005820-JA005952**	81
03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
03-08-18	**Letter to Judge Denton submitting APCO Construction, Inc.'s Proposed Findings of Fact and Conclusions of Law**	**JA005986-JA006058**	**8/821**
03-08-18	**APCO Construction Inc.'s Post-Trial Brief**	**JA006059-JA006124**	**82/83**
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
03-23-18	**Helix Electric of Nevada, LLC's Responses to APCO Construction's Post-Trial Brief**	**JA006173-JA006193**	**84**
04-25-18	**Findings of Fact and Conclusions of Law and Order as the Claims of Helix Electric and Cabinetec Against APCO**	**JA006194-JA006264**	**84/85**

[4] Filed January 31, 201883

Date	Description	Bates Number	Volume(s)
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc**.	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-JA006442	87/88

Date	Description	Bates Number	Volume(s)
	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
05-08-18	**Helix Electric of Nevada, LLC's Motion to Retax Costs Re: Defendant APCO Construction's Memorandum of 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**
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**
06-01-18	**Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs**	**JA006551-JA006563**	**90**
	Exhibit 1 – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA006564-JA006574	90

Date	Description	Bates Number	Volume(s)
	Exhibit 2 – Memorandum of Costs and Disbursements (Helix Electric of Nevada, LLC)	JA006575-JA006580	90
	Exhibit 3 – Prime Interest Rate	JA006581-JA006601	90
	Exhibit 4 – Declaration of Eric B. Zimbelman in Support of Helix Electric of Nevada, LLC's Motion for Attorneys' Fees, Interest and Costs	JA006583-JA006588	90
	Exhibit 5 – Summary of Fees	JA006589-JA006614	90
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/9**1
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
06-15-18	**Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA006917 – JA006942**	**96**
	Exhibit 1 – Notice of Entry of Staying the Case, Except for the Sale of the Property, Pending Resolution of the Petition before the Nevada Supreme Court	JA006943-JA006948	96

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	Exhibit 2 – Notice of Entry of Denying APCO Construction's Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA006949-JA006954	96
	Exhibit 3 – Supreme Court filing notification Joint Petition for Writ of Mandamus filed	JA006955-JA006958	96
	Exhibit 4 – Order Denying *En Banc* Reconsideration	JA006959-JA006963	96
	Exhibit 5 – Notice of Entry of Order Granting Peel Brimley Lien Claimants' Motion for Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements	JA006964-JA006978	96
	Exhibit 6A – Interstate Plumbing and Air Conditioning, LLC's Response to Special Master Questionnaire	JA006977-JA006980	96
	Exhibit 6B – Nevada Prefab Engineers, Inc.'s Response to Special Master Questionnaire	JA006981-JA006984	96
	Exhibit 6C – Zitting Brothers Construction, Inc.'s Response to Special Master Questionnaire	JA006985-JA006993	96/97
	Exhibit 6D – Noorda Sheet Metal's Notice of Compliance	JA006994 JA007001	97
	Exhibit 6 E – Unitah Investments, LLC's Special Master Questionnaire	JA007002-JA007005	97
	Exhibit 7A – Motion to Appoint Special Master	JA007006-JA007036	97
	Exhibit 7B – Letter from Floyd A. Hale dated August 2, 2016	JA007037-JA007060	97

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	Exhibit 7C – Special Master Report Regarding Remaining Parties to the Litigation, Special Master Recommendation and District Court Order Amended Case Agenda	JA007042-JA007046	97
	Exhibit 8 – Notice of Entry of Order Granting Plaintiff's Motion to Dismiss	JA007047 JA007053	97
	Exhibit 9 – Stipulation and Order for Dismissal with Prejudice	JA007054-JA007056	97
	Exhibit 10 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA007057-JA007059	97
	Exhibit 11 – Notice of Entry of Order Granting in Part and Denying in Part APCO Construction's Omnibus Motion *in Limine*	JA007060-JA007088	97
	Exhibit 12 – Notice of Entry of Order Granting in Part and Denying in Part Helix Electric of Nevada, LLC's Motion in Limine (against APCO Construction)	JA007070-JA007078	97
	Exhibit 13 – Notice of Entry of Order Denying APCO Constructions' Motion for Partial Summary Judgment Re: Lien Foreclosure Claims	JA007079-JA007084	97
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	Judgment Precluding Defenses Based on Pay-if-Paid Agreements		
	Exhibit 15 – Notice of Association of Counsel	JA007088-JA007094	97
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**
06-15-18	**Declaration of S. Judy Hirahara in support of National Woods's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007121-JA007189**	**98**
06-18-18	**Plaintiff in Intervention National Wood Products, Inc.'s Joinder to Helix Electric of Nevada, LLC's Opposition to APCO Construction's Motion for Attorneys' Fees and Costs**	**JA007190-JA007192**	**99**
06-21-18	**Helix Electric of Nevada, LLC's Notice of Non-Opposition to its Motion for Attorney's Fees, Interest and Costs**	**JA007193-JA007197**	**99**
06-29-18	**APCO Construction, Inc.'s Reply in Support of its Motion for Attorney's Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA007198-JA007220**	**99**
	Exhibit 1 – Invoice Summary by Matter Selection	JA007221-JA007222	99
	Exhibit 2 – Marquis Aurbach Coffing Invoice to APCO dated April 30, 2018	JA007223-JA007224	99

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06-29-18	Helix Electric of Nevada, LLC's Reply Re: Motion to Retax	JA007225-JA007237	100
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
07-19-18	Plaintiff-in-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion for Attorney's Fees and Costs	JA007246-JA007261	100
08-08-18	Court's Decision on Attorneys' Fees and Cost Motions	JA007262-JA007280	100
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-JA007299	100
01-24-19	Transcript for All Pending Fee Motions on July 19, 2018	JA007300-JA007312	100/101
07-12-19	Order Dismissing Appeal (Case No. 76276)	JA007313-JA007315	101

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08-06-19	**Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA007316-JA007331**	**101**
	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
	Exhibit 2 – ORDER: (1) Granting APCO Construction, Inc. 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 and all related matters (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	JA007336-JA007344	101
	Exhibit 3 - Notice of Appeal	JA007345-JA007394	101/102
	Exhibit 4 – Amended Notice of Appeal	JA007395-JA007400	102
	Exhibit 5A – 5F -Notices of Entry of Order as to the Claims of Cactus Rose Construction, Fast Glass, Inc., Heinaman Contract Glazing, Helix Electric of Nevada, LLC, SWPPP Compliance	JA007401-JA007517	102/103

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	Solutions, Inc., E&E Fire Protection		
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	Exhibit 9 – Notice of Entry of Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA 007528-JA007541	103
	Exhibit 10 (Part One)	JA007537-JA007542	103
	Exhibit 10A – Docket 09A587168 (Accuracy Glass & Mirror v. APCO)	JA007543-JA007585	103
	Exhibit 10B -Docket 08A571228 (APCO v. Gemstone)	JA007586-JA008129	103/104/105 /106/107 /108/109
	Exhibit 10C – Notice of Entry of Order to Consolidate this Action with Cases Nos A57. 4391, A574792, A577623, A583289, A584730, A587168, A580889 and A589195	JA008130-JA008138	109
	Exhibit 10D – Notice of Entry of Joint Order Granting, in Part, Various Lien Claimants' Motions for Partial Summary Judgment Against Gemstone Development West	JA008139-JA008141	109
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	Exhibit 10E – 131 Nev. Advance Opinion 70	JA008150-JA008167	109
	Exhibit 10F – Special Master Report Regarding Remaining Parties to the Litigation and Discovery Status	JA008168-JA008170	109
	Exhibit 10EG – Notice of Entry of Granting Plaintiff's Motion to Dismiss	JA008171-JA008177	109
	Exhibit 10H – Complaint re Foreclosure	JA008178-JA008214	109
	Exhibit 10I – First Amended Complaint re Foreclosure	JA008215-JA008230	109
	Exhibit 10J – APCO Construction's Answer to Accuracy Glass & Mirror Company's First Amended Complaint re Foreclosure	JA008231-JA008265	109/110
	Exhibit 10K –Answer to Accuracy Glass & Mirror Company, Inc.'s Complaint and Camco Pacific Construction, Inc.'s Counterclaim	JA008266-JA008285	110
	Exhibit 10L – Accuracy Glass & Mirror Company, Inc.'s Answer to Camco Pacific Construction Company's Counterclaim	JA008286-JA008290	110
	Exhibit 10M – Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008291-JA008306	110
	Exhibit 10N – APCO Construction's Answer to Helix Electric's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008307-JA008322	110
	Exhibit 10O – Answer to Helix Electric's Statement of Facts	JA008323-JA008338	110

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	Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company Inc.'s Counterclaim		
	Exhibit 10P – Notice of Entry of Helix Electric of Nevada, LLC's Motion for Attorney's Fees, Interest and Costs	JA008339 JA008347	110
	Exhibit 10Q – Notice of Entry of Judgment [As to the claims of Helix Electric of Nevada, LLC Against Camco Construction Co., Inc.]	JA008348-JA008367	110
	Exhibit 10R – Notice of Entry of Judgment [As to the Claims of Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc. Against APCO Construction, Inc.]	JA008368-JA008378	110
	Exhibit 10S – Findings of Fact and Conclusions of Law and Order as to the Claims of Helix Electric and Cabenetec Against APCO	JA008379-JA008450	110/111
	Exhibit 10T -WRG Design, Inc.'s Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008451-JA008486	111
	Exhibit 10U – APCO Construction's Answer to WRG Design Inc.'s amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008468-JA008483	111
	Exhibit 10V -Answer to WRG Design, Inc.'s Statement of Facts Constituting Lien, Third-Party Complaint and Camco Pacific Construction, Inc's Counterclaim	JA008484-JA008504	111

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	Exhibit 10W – Notice of Entry of Stipulation and Order Dismissal	JA008505-JA008512	111
	Exhibit 10X – WRG Design, Inc.'s Answer to Camco Pacific Construction Company, Inc.'s Counterclaim	JA008513 JA008517	111
	Exhibit 10Y – Heinaman Contract Glazing's Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008518-JA008549	111
	Exhibit 10Z – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint, and Camco Pacific Construction's Counterclaim	JA008531-JA008551	111
	Exhibit 10AA – Notice of Entry of Granting Heinaman Glazing's Motion for Attorneys's Fees, Interest and Costs	JA008552-JA008579	111/112
	Exhibit 10BB -Notice of Entry of Judgment [As to the Claims of Heinaman Contract Glazing Against Camco Construction Co., Inc.]	JA008561-JA008582	112
	Exhibit 10CC – Heinaman Contract Glazing's Answer to Camco Pacific Construction Company's Counterclaim	JA008583 JA008588	112
	Exhibit 10DD - Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint	JA008589-JA00861	112
	Exhibit 10EE – Answer to Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party	JA008602-JA008621	112

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	Complaint and Camco Pacific Construction, Inc.'s Counterclaim		
	Exhibit 10FF – Voluntary Dismissal of Fidelity and Deposit Company of Maryland Only from Bruin Painting Corporation's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint Without Prejudice	JA008622-JA008624	112
	Exhibit 10GG – HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008625-JA008642	112
	Exhibit 10HH – APCO Construction's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008643-JA008657	112
	Exhibit 10II – Amended Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008658-JA008664	112
	Exhibit 10JJ -Defendants Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008665-JA008681	112
	Exhibit 10KK – Stipulation and Order to Dismiss E & E Fire Protection, LLC Only Pursuant to the Terms State Below	JA008682-JA008685	112
	Exhibit 10LL – HD Supply Waterworks, LP's Voluntary Dismissal of Platte River Insurance Company Only Without Prejudice	JA008686-JA008693	112

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	Exhibit 10MM – Scott Financial Corporation's Answer to HD Supply Waterworks' Amended Statement of Facts Constituting Lien and Third-Party Complaint	JA008694-JA008717	112/113
	Exhibit 10NN-Notice of Appeal	JA008718 JA008723	113
	Exhibit 10OO – Amended Notice of Appeal	JA008724-JA008729	113
	Exhibit 10PP – Notice of Cross Appeal	JA008730-JA008736	113
	Exhibit 10QQ – Motion to Suspend Briefing Pending Outcome of Order to Show Cause in Supreme Court Case No. 76276	JA008737-JA008746	113
	Exhibit 11 – Order to Consolidate this Action with Case Nos. A574391, A574792, A57623. A58389, A584730, A58716, A580889 and A589195	JA008747-JA008755	113
	Exhibit 12 – Stipulation and Order to Dismiss Third-Party Complaint of Interstate Plumbing & Air Conditioning, LLC Against APCO Construction, Inc. with Prejudice	JA00875-JA008758	113
	Exhibit 13 – Stipulation and Order with Prejudice	JA008759-JA008780	113
	Exhibit 14 – Docket/United Subcontractors, Inc. dba Skyline Insulation's Motion to Enforce Settlement Agreement and Enter Judgment	JA008762-JA008788	113
	Exhibit 15 – Notice of Entry of Order Granting Motion for 54(b) Certification and for Stay Pending Appeal	JA008789-JA008798	113

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	Exhibit 16 – Notice of Appeal	JA008799-JA008810	113
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction Company, Inc.'s Counterclaim	JA008925-JA008947	116/117
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008966-JA008986	117/118

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	Pacific Construction's Counterclaim		
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119
08-29-19	**Helix Electric of Nevada LLC's Reply to APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II)**	**JA009117-JA009123**	**119**

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01-03-20	**Notice of Entry of Order Granting Helix Electric of Nevada, LLC's Motion for Rule 54(b) Certification**	**JA009124-JA009131**	**119**
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 National Wood Products, Inc.'s Against APCO Construction, Inc.]	JA009137-JA009166	120
	Exhibit [C] – Notice of Entry of Order Granting Helix Electric of Nevada's Rule 54(b) Certification	JA009148-JA009156	120
02-11-20	**Case Appeal Statement**	**JA009157-JA009163**	120
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's 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 Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply	JA009168-JA009182	120

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	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120

ALPHABETICAL APPENDIX OF EXHIBITS

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08-05-09	**APCO's Answer to Helix's Amended Statement of Facts Constituting Notice of Lien and Third-Party Complaint**	**JA000016 – JA000030**	**1**
05-08-18	**APCO Construction, Inc.'s Motion for Attorneys' Fees and Costs Against Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.**	**JA006265-JA006284**	**85**
	Exhibit 1 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA006285-JA006356	85/86
	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
	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
	Exhibit 7A – Billing Entries	JA006412-	87/88

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	Exhibit 7B – Time Recap	JA006443-JA006474	88
	Exhibit 8 – Declaration of Cody S. Mounteer, Esq. in Support of Motion for Attorney's Fees and Costs	JA006475-JA006478	88
	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
	Exhibit 10 – Depository Index	JA006488-JA006508	88/89
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	JA000055-JA000316	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
02-11-20	**APCO's Notice of Cross Appeal**	**JA009164-JA010310**	120
	Exhibit 1 – Notice of Entry of Order (1) Granting APCO Construction, Inc.'s Motion for Attorney's Fees and Costs; (2) Granting APCO Construction, Inc.'s Memorandum of Costs in Part (3) Granting Helix Electric of Nevada, LLC's	JA009168-JA009182	114

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	Motion to Retax in Party (4) Granting Plaintiff-in-Intervention National Wood Productions, LLC's Motion to Retax in Part and Denying in Part and (5) Granting National Wood Products, Inc.'s Motion to File a Surreply		
	Exhibit 2 – Notice of Entry of Order Granting Helix Electric of Nevada's Motion for Rule 54(b) Certification	JA009183-JA00991	120
11-06-17	**APCO Construction, Inc.'s Omnibus Motion *in Limine***	**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	Bates Number	Volume(s)
	Exhibit 11 – Plaintiff in Intervention, National Wood Products, Inc.'s Initial Disclosures Pursuant to NRCP 16.1	JA000849-JA000856	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	JA000874-JA000897	12
03-23-18	**APCO Opposition to Helix Electric of Nevada, LLC's Findings of Fact and Conclusions of Law**	**JA006125-JA006172**	**83/84**
08-16-19	**APCO's Opposition to Helix Electric of Nevada LLC's Motion to (I) Re-Open Statistically Closed Case, (II) Dismiss All Unresolved Claims and/or (III) In the Alternative for a Rule 54(B) Certification as to Helix and APCO**	**JA008811-JA008821**	**114**
	Exhibit 1 – Order to File Amended Docketing Statement	JA008822-JA008824	114
	Exhibit 2 – Order to Show Cause	JA008825-JA008828	114
	Exhibit 3 – Appellant/Cross-Respondent's Response to Order to Show Cause	JA008829-JA008892	114/115/116
	Exhibit 4 – Order Dismissing Appeal	JA008893-JA008896	116
	Exhibit 5 – Chart of Claims	JA008897-JA008924	116
	Exhibit 6 – Answer to Helix Electric's Statement of Facts Constituting Lien and Third-Party Complaint and Camco	JA008925-JA008947	116/117

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	Pacific Construction Company, Inc.'s Counterclaim		
	Exhibit 7 – Answer to Cactus Rose's Statement of Facts Constituting Notice of Lien and Complaint and Camco Pacific Construction Company Inc.'s Counterclaim	JA008948-JA008965	117
	Exhibit 8 – Answer to Heinaman Contract Glazing's Statement of Facts Constituting Lien and Third-Party Complaint and Camco Pacific Construction's Counterclaim	JA008966-JA008986	117/118
	Exhibit 9 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric of Nevada, LLC Against Camco Pacific Construction, Inc.	JA008987-JA008998	118
	Exhibit 10 – Findings of Fact and Conclusions of Law as to the Claims of Cactus Rose Construction Co., Inc.	JA008998-JA009010	118
	Exhibit 11 – Findings of Fact and Conclusions of Law as to the Claims of Heinaman Contract Glazing	JA009011-JA009024	118
	Exhibit 12 – Notice of Entry of Decision, Order and Judgment on Defendant Scott Financial Corporation's Motion for Summary Judgment as to Priority of Liens	JA009025-JA009038	118
	Exhibit 13 – Findings of Fact and Conclusions of Law as to the Claims of Helix Electric and Cabenetec Against APCO	JA009039-JA009110	118/119
	Exhibit 14 – Order Granting Motion to Deposit Bond Penal Sum with Court, Exoneration of Bond and Dismissal	JA009111-JA009113	119
	Exhibit 15 – Order Approving Distribution of Fidelity and Deposit Company of Maryland's Bond	JA009114-JA009116	119

Date	Description	Bates Number	Volume(s)
06-15-18	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC and Plaintiff in Intervention National Wood Products, Inc.'s Motions to Retax Costs**	**JA006615-JA006637**	**90/91**
	Exhibit 1-A Declaration of Mary Bacon in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006635 JA006638	91
	Exhibit 1-B – Declaration of Cody Mounteer in Support of APCO's Supplement to its Motion for Attorney's Fees	JA006639-JA006916	91/92/93 94/95/96
11-14-17	**APCO Construction, Inc.'s Opposition to Helix Electric of Nevada, LLC's Motions *in Limine* 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
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03-08-18	**Letter to Judge Denton submitting Helix Electric of Nevada, LLC's (Proposed) Findings of Fact and Conclusions of Law**	**JA005953-JA005985**	**81**
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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**
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	Exhibit 2 – Camco Pacific Construction Company, Inc.'s Responses to Helix Electric of Nevada, LLC's Interrogatories	JA000380-JA000392	6
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	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
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01-09-18	**Peel Brimley Lien Claimants' Opposition to APCO Construction's Motion for Reconsideration of Order Granting Partial Summary Judgment Precluding Defenses Based on Pay-if-Paid Agreements**	**JA001552-JA001560**	**27**
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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-Intervention National Wood Products, Inc.'s Surreply to APCO Construction's Reply to Plaintiff-in-Intervention National Wood Products, Inc.'s Opposition to Motion 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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	JA002457-JA002494	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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	Bates Number	Volume(s)
	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-JA002825	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	Bates Number	Volume(s)
	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	JA004035-JA005281	63/64/65/66/67/ 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 ***(Admitted)***	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 ***(Admitted)***	JA001885-JA001974	30/31/32
	Trial Exhibit 5 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001975-JA001978	32
	Trial Exhibit 6 - Letter from J. Barker to A. Edelstein re: APCO's Notice of Intent to Stop Work ***(Admitted)***	JA001979-JA001980	32
	Trial Exhibit 10 - Letter from J. Barker to A. Edelstein Re: Notice of Intent to Stop Work (Second Notice) ***(Admitted)***	JA001981-JA001987	32

[5] Filed January 31, 2018

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 13 - Letter from A. Edelstein to Re. Nickerl Re: Termination for Cause (Gemstone) ***(Admitted)***	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 ***(Admitted)***	JA002011-JA002013	33
	Trial Exhibit 16 - Email from J. Horning to A. Berman and J. Olivares re: Joint Checks ***(Admitted)***	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
	Trial Exhibit 24 - Letter from R. Nickerl to Clark County re: Notification of APCO's withdrawal as General Contractor of Record ***(Admitted)***	JA002017-JA002023	33
	Trial Exhibit 26 - Email from J. Gisondo to Subcontractors re: June checks ***(Admitted)***	JA002024	34
	Trial Exhibit 27 - Letter from A. Edelstein to R. Nickerl re: June Progress Payment ***(Admitted)***	JA002025-JA002080	34
	Trial Exhibit 28 - Letter from J. Barker to A. Edelstein Re: Termination of Agreement for GMP ***(Admitted)***	JA002081	34
	Trial Exhibit 31 - Transmission of APCO's Pay Application No. 11 as Submitted to Owner ***(Admitted)***	JA002082-JA002120	34/35
	Trial Exhibit 45 - Subcontractor Agreement ***(Admitted)***	JA002121-JA002146	35

Date	Description	Bates Number	Volume(s)
	Trial Exhibit 162 - Amended and Restated General Construction Agreement between Gemstone and CAMCO ***(Admitted)***	JA002147-JA002176	35/36
	Trial Exhibit 212 - Letter from Edelstein to R. Nickerl re: NRS 624 Notice ***(Admitted)***	JA002177-JA002181	36
	Trial Exhibit 215 - Email from C. Colligan to Subcontractors re: 48-hour Termination Notice ***(Admitted)***	JA002182-JA002185	36
	Trial Exhibit 216 - Email from C. Colligan re: Meeting with Subcontractors ***(Admitted)***	JA002186-JA002188	36
	Trial Exhibit 506 – Email and Contract Revisions ***(Admitted)***	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) ***(Admitted)***	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 ***(Admitted)***	JA005786-JA005801	80
	Trial Exhibit 314 - Declaration of Victor Fuchs in support of Helix's Motion for Partial Summary Judgment against Gemstone ***(Admitted)***	JA005802-JA005804	80
	Trial Exhibit 320 – June-August Billings—not paid to APCO ***(Admitted)***	JA005805	80
	Trial Exhibit 321 – Overpayments to Cabinetec ***(Admitted)***	JA005806-	80

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

Date	**Description**	**Bates Number**	**Volume(s)**
	Trial Exhibit 536 – Lien math calculations (handwritten) ***(Admitted)***	JA005807-JA005808	80
	Trial Exhibit 804 – Camco Correspondence ***(Admitted)***	JA005809-JA005816	80
	Trial Exhibit 3176 – APCO Notice of Lien ***(Admitted)***	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

ARROWHEAD direct

Inc 211007

#215 6661 DIXIE HWY, SUITE 4 . LOUISVILLE KY 40258
service.arrowheadwater.com

#BWNNWYR
#020000029230778O#
GEMSTONE DEVELOPMENT, LLC
BARBARA
9121 W RUSSELL RD STE 117
LAS VEGAS NV 89148-1238

BILLING PERIOD	INVOICE NUMBER
07/09/08 - 8/08/08	08H0029230778

UPCOMING DELIVERIES	ACCOUNT NUMBER
FRI- SEP 12	0029230778
MON- OCT 13	
TUE- NOV 11	
FRI- DEC 12	

Customer Service: 1-800-950-9393

Did you forget about us? Kindly pay upon receipt. Remember, past due accounts are subject to a late fee. Your prompt payment is appreciated. For your convenience, pay online: arrowheadwater.com/service. If payment has been made, we thank you.

[redacted]

ACCOUNT ACTIVITY Pay your bill online at: service.arrowheadwater.com or by phone at: 1-800-950-9393. It's free!

Delivery address: GEMSTONE DEVELOPMENT, LLC, 9215 W RUSSELL ROAD, TRAILER, LAS VEGAS NV 89148

DATE	REFERENCE #	QTY	DESCRIPTION	AMOUNT
			PREVIOUS BALANCE	~~58.83~~
7/15	6986270152	4	5 GAL AH MTN SPRING WATER	27.96
		4	5 GALLON ROUND BOTTLE DEPOSIT	.00
		4	.5 LITER AH MTN SPRING WTR 24/CS	31.96
		2	9 OZ PLASTIC CUP 50 CT/SLEEVE	5.98
		4	5 GALLON EMPTY BOTTLE RETURN	.00
		1	STARBUCKS 1 POUND FRENCH ROAST	12.99
8/08	6994517685	1	OIL/FUEL SURCHARGE	2.00
	H1027714		RENT	5.99
			SALES TAX . Paid Chk# 2738	.92
			TOTAL $58.83 8/6/2008	~~146.83~~

MW 01-00000
10-00-1800.026
61-6130

ACCOUNT SUMMARY
Subject to terms on reverse side.

PREVIOUS BALANCE	—	PAYMENT/ADJUSTMENT	+	CURRENT ACTIVITY	=	PAY THIS AMOUNT
~~58.83~~		.00		87.80		~~146.83~~

Detach this stub and return with your payment
P.O. BOX 856158
Louisville, KY 40285-6158

JIMH Approved 8/21/2008

ACCOUNT NUMBER	PAY BY	PAY THIS AMOUNT
0029230778	8/30/08	~~146.83~~
INVOICE NUMBER	BILLING DATE	AMT. ENCLOSED
08H0029230778	08/12/08	$87.80 3

20210029230778 6 0008780 00146638 5

RECEPTIONIST Approved 8/18/2008

ARROWHEAD
a Division of Nestlé Waters North America Inc.
P.O. BOX 856158
Louisville, KY 40285-6158

GEMSTONE DEVELOPMENT, LLC
BARBARA
9121 W RUSSELL RD STE 117
LAS VEGAS NV 89148-1238

FOR CUSTOMER SERVICE CALL 1-800-950-9393

☐ SIGN UP FOR FREE AUTOPAY! Sign Up Required On Reverse Side.

☐ Print Any Changes On Reverse Side.

CAMCO-MW 00084

HELIX-TR-EX-522-0040

Inc

[illegible] INC.
4551 Baker St., North Las Vegas, NV 89081
702-[illegible]-0700 FAX 702-474-0737

INVOICE 110369446
8/13/08

CUSTOMER PO: .
TERMS: NET 10
SALESMAN: Robert Jasen
SHIP VIA: Trk#____Driver_____

ORDER NUMBER: 550923982-000
ORDER DATE: 8/08/08
DATE SHIPPED: 8/12/08
LOCATION NO: 1101

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

BILL TO NO.: 52243
GEMSTONE DEVELOPMENT WEST INC
9121 W RUSSELL ROAD STE 117
LAS VEGAS, NV 89148

SHIP TO NO.: 2
GEMSTONE DEVELOPMENT WEST INC
215 & W RUSSELL
LAS VEGAS, NV 89148

PKG	ITEM CODE / BIN	U/M	DESCRIPTION	QTY ORD	QTY SHIP	UNIT PRICE	EXT PRICE
			KEEP FILL				
BLK	227-43		LOW SULFUR DIESEL #2-DYED	63	63	4.2950	270.59
		BULK	(DOES NOT EXCEED 500 PPM)				
			FEDERAL EXCISE TAX			.0010	.06
			FEDERAL OIL SPILL FEE			.0012	.08
			NV Petroleum Discharge Clean			.0075	.47
EA	FSC1		FUEL SERVICE CHARGE-FLAT RATE	1	1	75.0000	75.00
		FLAT RAT	**WET HOSE SERVICE CHARGE**				

MW 01-00000
10-00-1800.025
851-5130

CRAIGC Approved 8/18/2008

ALEXED Approved 8/19/2008

SUB-TOTAL	346.20
FREIGHT	.00
MISC CHARGES	.00
HDLG CHARGES	8.95
SALES TAX-STATE	.69
SALES TAX-COUNTY	.00
SALES TAX-CITY	.00
SALES TAX-OTHER LOCAL	.00
INVOICE TOTAL	355.84

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

CAMCO-MW 00085

HELIX-TR-EX-522-0041

Inc.

For Office Use Only

Expense Report

Inv# 8182008

PURPOSE: Manhattan West

Date: From _____ To _____

EMPLOYEE INFORMATION:

Name: Ryan Deyette

Position: Project Manager

Department: Construction (During expense period)

Manager: Craig Colligan

Date	Account	Description	Hotel	Transport	Fuel	Meals	Phone	Entertainment	Misc.	Total
4/29/2008		Velcro strips for treadmills								$ 19.20
1/23/2008		Measure tape for construction								$ 6.98
5/2/2008		Shrink wrap for tile								$ 46.27
4/11/2008		Locks and Chains for tile fence								$ 110.78
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
			$ -	$ -	$ -	$ -	$ -	$ -	$ -	
									Subtotal	$ 183.23
									Advances	
									Total	$ 183.23

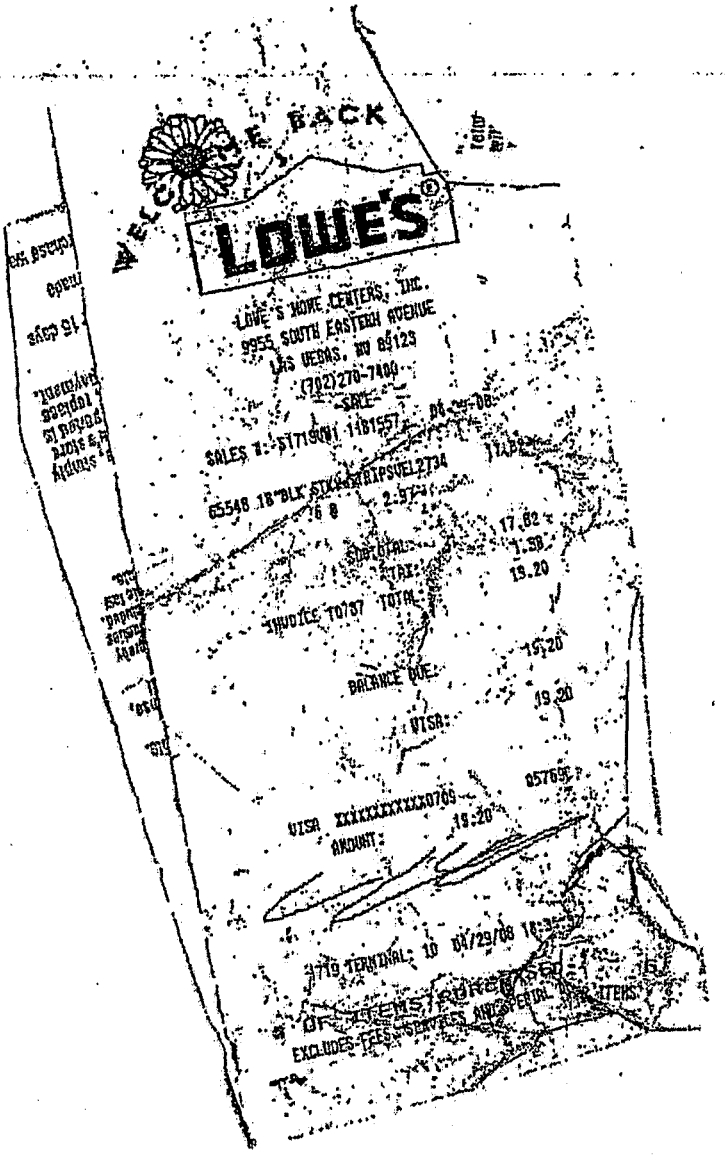
Notes: MW 01-00000
10-00-1800.025
51-5130

JIMH Approved 8/20/2008

CAMCO-MW 00086

HELIX-TR-EX-522-0042

8 weeks



LOWE'S

LOWE'S HOME CENTERS, INC.
9955 SOUTH EASTERN AVENUE
LAS VEGAS, NV 89123
(702)270-7400
SALE

SALES #: 5171900 1181557 04-29-08

65548 18"BLK STICK RIPSQUEL2734 17.82
16 @ 2.97

SUBTOTAL: 17.82
TAX: 1.38
INVOICE TOTAL: 19.20

BALANCE DUE: 19.20

VISA: 19.20

VISA XXXXXXXXXXXX0709 05765
AMOUNT: 19.20

3779 TERMINAL: 10 04/29/08

EXCLUDES TAXES, SERVICES AND SPECIAL ITEMS

CAMCO-MW 00087

LOWE'S HIW, INC.
5050 SOUTH FORT APACHE ROA
LAS VEGAS, NV 89148
(702)248-1700
-SALE-
SALES #: S1703SH4 947945 01-23-08

1482 SHW [redacted] WHITE-B2608 5.98

SUBTOTAL: 12.96
TAX: 1.00
INVOICE 07077 TOTAL: 13.96

BALANCE DUE: 13.96
DEBIT 13.96

DEBIT:XXXXXXXXXXXX5647 AUTHCODE 779500
PURCHASE CASH BACK TOTAL DEBIT
13.96 0.00 13.96

1708 TERMINAL: 07 01/23/08 13:40:42

OF ITEMS PURCHASED: 2
FEES, SERVICES AND SPECIAL ORDER ITEMS

BARRY
PICK UP BOXES ECKORT
OR THE PALLET S WRAP.

WELCOME BACK SPRING

LOWE'S®

LOWE'S HOME CENTERS, INC.
5050 SOUTH FORT APACHE ROA
LAS VEGAS, NV 89148
(702)248-1700
-SALE-
SALES #: S1703CW2 1202166 05-02-08

186219 20" X 1000' STRETCH WRAP 39.96
2 @ 19.98
40990 2"x55yd UTILITY DUCT TAPE 2.98

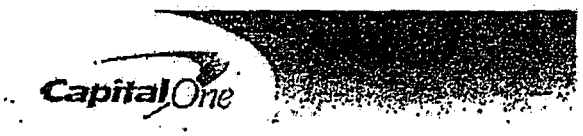
SUBTOTAL 42.94
TAX 3.33
INVOICE [illegible] TOTAL 46.27

46.27
46.27

DISC XXXXXXXXXXXX[illegible] 002872
AMOUNT: 46.27

1703 TERMINAL [illegible] 09:35:08

CAMCO-MW 00088



Visa Signature Account (0709)
Statement for April 11, 2008 - May 10, 2008

Print Statement | Close Window

Previous Balance		Payments & Credits		FINANCE CHARGE		Transactions		New Balance	Minimum Payment	Due Date
$4,004.70	-	$1,000.00	+	$27.88	+	$892.54	=	$3,925.12	$117.00	June 10, 2008

Important account disclosures

Your Account Information

April 11, 2008 - May 10, 2008

TOTAL REVOLVING CREDIT LINE

TOTAL AVAILABLE REVOLVING CREDIT

CREDIT LINE FOR CASH

AVAILABLE CREDIT FOR CASH

[redacted]

Rewards Summary

Previous available balance:	8,797
Earned this period: (reflects transactions posted during this billing cycle)	1,121
Adjustments this period:	0
Redeemed this period:	0
Forfeited this period:	0
Available Balance:	9,918

Payments, Credits & Adjustments

	Date	Description	Amount
1	April 14, 2008	ELECTRONIC PAYMENT	$1,000.00-

Transactions

	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	$134.05
5	April 11, 2008	TECH MAIL LAS VEGAS NV	$6.85
6	April 11, 2008	LOWES #01703* LAS VEGAS NV	$110.78
7	April 11, 2008	OUTBACK #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 Store00016881 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

LOOKS CHARGES

PLEASE REMIT TO:
P.O. BOX 52581
PHOENIX, AZ 85072-2581
www.sunstateequip.com

SUNSTATE Equipment Co.

Inc

BRANCH LOCATION
LAS VEGAS
702-565-1234
AFTER HR#:(702) 497-8299

CONTRACT TYPE:	4 WEEK BILL
INVOICE #:	4158580-005
PO #:	MANHATTAN WEST
JOB #:	MANHATTAN WEST
ORDERED BY:	RYAN/SS/730/TIM/SC
ORDERED DATE:	
DATE/TIME OUT:	3/26/08 7:00 AM
INVOICE DATE:	8/06/08
CUSTOMER #:	86600
PHONE #:	702-614-3193

GEMSTONE DEVELOPMENT
9121 W. RUSSELL ROAD
LAS VEGAS, NV 89148

03-0477

MW 01-00000
10-00-1800.025
57-6130

ORDERED BY:
TERRITORY: 204
PROCESSED BY: CYCLE BILL
DRIVERS LICENSE:
LICENSE PLATE:
RETURN LOC:
JOB ADDRESS: RUSSELL & FT APACHE, LAS VEGAS
DEL. INSTRUCTIONS: RYAN 614-3193 JOB: MANHATTAN WEST
****PULL WHEELS *****

RENTAL RATES ARE FOR EACH ITEM AND DO NOT INCLUDE FUEL OR DELIVERY.

ITEM QTY	EQUIPMENT DESCRIPTION EQUIP#	RATES DAY	WEEK	4 WEEKS	EXTENDED PRICE
1	TOWABLE GENERATOR 56KW 72579 SDG65TS HR OUT: 6888.00 HR IN: RATES ARE FOR 10HRS USE PER DAY, 50HRS PER WEEK; AND 200HRS PER MONTH. PLEASE READ THE EXCESS USAGE CHARGE PARAGRAPH ON THE BACK OF THIS CONTRACT. HOUR METER IN :_____ DATE: _____ ** HOUR METER OUT:_____ DATE: _____ TOTAL HRS USED:_____	170.00	600.00	1545.00	1545.00
1	50' POWER CORD 6-4 TWIST LOCK	12.00	46.00	138.00	139.00

SALES ITEMS:

Qty	Item number	Unit	Price	
1	ENV ENVIRONMENTAL FEE	EA	6.500	6.50

CRAIGC Approved 8/18/2008

ALEXED Approved 8/19/2008

THIS IS YOUR INVOICE, PLEASE PAY BY INVOICE.

SUB TOTAL:	1690.50
DAMAGE WAIVER:	235.76
TAX:	149.28
TOTAL AMOUNT DUE:	2075.54

BILLED FOR FOUR WEEKS 7/16/08 THRU 8/13/08 07:00 AM

RENT CONTINUES UNTIL YOU CALL 702-565-1234 TO HAVE EQUIPMENT PICKED UP.

CUSTOMER SIGNATURE	PRINT CUSTOMER'S FULL NAME	DELIVERED BY	DATE

- TERMS: NET 10th PROX. (DUE 10th OF THE FOLLOWING MONTH). SERVICE CHARGES AT THE RATE OF 18% PER ANNUM WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.
- CUSTOMER AGREES THAT DAMAGE AND THEFT WAIVER IS VOIDED IF EQUIPMENT IS NOT KEPT IN A LOCKED ENCLOSURE OR PROTECTED BY A SECURITY GUARD WHEN NOT IN USE.
- A SERVICE/CLEANING CHARGE MAY RESULT DUE TO EQUIPMENT BEING RETURNED DAMAGED OR IN NEED OF EXCESSIVE CLEANING.
- THE ENVIRONMENTAL FEE IS NOT REGULATED NOR COLLECTED BY OR FOR ANY GOVERNMENTAL AGENCY.
- WARNING: UNLAWFUL FAILURE TO RETURN RENTED PROPERTY MAY BE A FELONY. FINES, CRIMINAL PROSECUTION, AND/OR IMPRISONMENT COULD RESULT.
- BY SIGNING ABOVE I AGREE TO TERMS ON FRONT AND BACK OF THIS CONTRACT. I ALSO ACKNOWLEDGE RECEIVING INSTRUCTIONS AS TO THE

CAMCO-MW 00090

Inc-

Lynn Demann Inv# 082908

From: Tami Calhoun
Sent: Friday, August 29, 2008 4:53 PM
To: Lynn Demann
Subject: FW: filing cabinets

Lynn-

I need a check out on Monday for $500, made payable to Joseph Ricci. This is for filing cabinets for the trailers. Thank you!

MW 01-00000
10-00-1800.025
61-6130

From: Joseph N Ricci [mailto:joericci@libertyrealty.com]
Sent: Friday, August 29, 2008 3:42 PM
To: Tami Calhoun
Subject: RE: filing cabinets

Only one of those has a hole in it, but without the two and with delivery, how about $500 inclusive of all charges, if so I would take a check please make it payable to:

Joseph Ricci

Can I deliver on a Saturday or do you need it done on a business day?

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: 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 Russell rd, how soon can you get them here and what would be the total including delivery? Our option is check or credit card only.

Please let me know. Thank you!

Tami

8/29/2008

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" x 19 ¼" X 28" @ $80
2 Units 42" X 18" X 27 ½" @ $80
1 unit 36" X 19 ¼" X 28 ½ @ $60
1 unit 30" X 28 ½" X 19" @ $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: filing cabinets

$60 each?

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 9:55 AM
To: Joseph N Ricci
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

752
753
754 = 16826.46

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

License #0060688

Progress Billing

Application No: 9 (Revised 09/11/08)
Date: 9/4/2008

Period Ending: 8/31/2008

756 = 86752.13
757 = 86431.86
758 = 33983.95

CAMCO-MW 00094

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

Job Location: Manhattan West

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:	~~160,375.20~~ $212,794.30
Balance on Contract:	397,846.25

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.

Contractor: _____ Date: 09/04/08

HELIX-TR-EX-522-0050

Las Vegas Pipeline

Manhattan West

Application No: 9
Period Ending: 8/31/2008

Base Bid Contract	Contract Amount	Change Amount	Previous $ Complete	Current % CTD	Current $ Complete	Stored Material	Construction Deposit	Total Complete	Balance $	Retained $
1 Site Utilities	520,000.00		514,800.00	99.00	0.00	0.00	0.00	514,800.00	5,200.00	51,480.00
2 Change Order #1		56,484.00	50,835.60	90.00	0.00	0.00	0.00	50,835.60	5,648.40	5,083.56
3 Change Order #2		425.50	425.50	100.00	0.00	0.00	0.00	425.50	0.00	42.55
4 Change Order #3	T&M NTE	99,566.00	0.00	68.86	68,561.15	0.00	0.00	68,561.15	31,004.85	6,856.11
5 Change Order #4		84,132.11	67,305.69	100.00	16,826.42	0.00	0.00	84,132.11	0.00	8,413.21
6 Change Order #5		431.25	431.25	100.00	0.00	0.00	0.00	431.25	0.00	43.13
7 Change Order #6		375,552.50	292,930.95	87.00	33,799.73	0.00		326,730.68	48,821.83	32,673.07
8 Change Order #7		197,380.00	197,380.00	100.00	0.00	0.00	0.00	197,380.00	0.00	19,738.00
9 Change Order #8		309,991.00	309,991.00	100	0.00	0.00	0.00	309,991.00	0.00	30,999.10
10 Change Order #9		35,035.00	1,051.05	100	33,983.95	0.00	0.00	35,035.00	0.00	3,503.50
11 Pending Change Orders See breakdown below		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	1,727,400.63		223,994.66	0.00	0.00	1,951,395.29	202,706.72	195,139.53

Pending Changes

NPC Conflict	6,590.00	6,590.00	100	0.00	0.00	0.00	6,590.00	0.00	659.00
Lift Station Increase	821.12	0.00	0	0.00	0.00	0.00	0.00	821.12	0.00
Permit - CCBD	3,867.96	3,867.96	100	0.00	0.00	0.00	3,867.96	0.00	386.80
SL/FAST	31,910.00	15,955.00	50	0.00	0.00	0.00	15,955.00	15,955.00	1,595.50
Encr Permit	1,638.75	1,638.75	100	0.00	0.00	0.00	1,638.75	0.00	163.88
Hydrant	1,128.00	1,128.00	100	0.00	0.00	0.00	1,128.00	0.00	112.80
Encasement	1,712.00	1,712.00	100	0.00	0.00	0.00	1,712.00	0.00	171.20
NPC Sparta	5,153.50	5,153.50	100	0.00	0.00	0.00	5,153.50	0.00	515.35
Install 2" conduit	13,000.00	13,000.00	100	0.00	0.00	0.00	13,000.00	0.00	1,300.00
Low Voltage	97,709.19	97,709.19	100	0.00	0.00	0.00	97,709.19	0.00	9,770.92
NPC future stubouts	13,845.00	13,845.00	100	0.00	0.00	0.00	13,845.00	0.00	1,384.50
Revision 3 Add (Bypass)	48,929.00	0.00	100	48,929.00	0.00	0.00	48,929.00	0.00	4,892.90
Hualapai/Quail	7,686.00	7,686.00	100	0.00	0.00	0.00	7,686.00	0.00	768.60

CAMCO-MW 00095

HELIX-TR-EX-522-0051

Building #9 SEC		4,789.74	4,789.74	100	0.00	0.00	0.00	4,789.74	0.00	478.97
Building #8-9Trans		4,380.97	4,380.97	100	0.00	0.00	0.00	4,380.97	0.00	438.10
Building #9 SWC		11,931.48	11,931.48	100	0.00	0.00	0.00	11,931.48	0.00	1,193.15
Building #2		2,108.75	2,108.75	100	0.00	0.00	0.00	2,108.75	0.00	210.88
Building #3		2,108.75	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	370.89	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

Fire Tank Excavation and Installation - T&M Change Order #3

Date	Foreman	Operator	Laborer	Excavator	Loader	Hoe-Ram	Water Trk	Compactor
6-Aug		12		6			6	
12-Aug	10	20	10	10	10	10	10	
13-Aug	10.5	21	10.5	10.5	10.5	10.5	10.5	
14-Aug	9	9	9	9	9	8	8	
18-Aug	6	6	6	6	6	6	6	
19-Aug	8	16	8	2			1	2
Total	43.5	84	43.5	43.5	35.5	34.5	41.5	2

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

Reallocate

Invoice

Professional Doors & Millworks, LLC
2951 Marion Ste 101
Las Vegas, NV 89115
(702) 643-8268

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

Customer Number: CAMCO01

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

Ship To:
THE WEST MANHATTAN CONDOMINIUM
WEST RUSSELL ROAD
AND ROCKY HILL STREET
LAS VEGAS, NV 89148

Customer P.O.	Terms
	Net 30

Description		Amount
DOORS & FRAMES MATERIAL		
BLDG 2 GARAGE	4917.54	$4,248.20
BLDG 2 LEVEL 1		$3,965.30
BLDG 3 GARAGE		$2,851.28
BLDG 3 LEVEL 1		$3,965.30
BLDG 7 GARAGE		$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
BLDG 8 LEVEL 4		$1,421.85
BLDG 9 LEVEL 1		$1,421.85
BLDG 9 LEVEL 2		$1,421.85
BLDG 9 LEVEL 3		$1,421.85

Continued

626 – 4917.08 + 113480

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

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

Location: MANHATTAN WEST CONDOS

Job# 105EX7866-95

Date	08/26/08	**Terms**	Net 30 Days	**Route**	86-DEFAULT	**Acct#**	
Inv #	914826	**PO #**		**Contract #**		**Type**	Construction

Line	Description	Taxable	Measure	Price	Amount
1	ORIGINAL CONTRACT PRICE	No	Each	1,162,976.00	$1,162,976.00
2	CHANGE ORDERS			63,635.00	$63,635.00
	REVISED CONTRACT AMOUNT				$1,226,611.00
	LESS AMOUNT BILLED (NET) TO APCO CONST.				668,801.70
	NEW CONTRACT AMOUNT				$557,809.30
	AMOUNT COMPLETED TO DATE (ON NEW CONTRACT)				54,219.00
	LESS RETENTION				$5,421.90
	LESS PREVIOUS CERTIFICATES OF PAYMENT (ON NEW CONTRACT)				$0.00
	NET AMOUNT DUE AND PAYABLE				$48,797.10

Should you have any questions regarding your billing, please contact
Laurie Haney - Regional Billing Analyst @ (888) 844-5438 Ext. 228

Taxable	$0.00
Non-Taxable	$48,797.10
Sub-Total	$48,797.10
Sales Tax	$0.00
TOTAL	$48,797.10

Remit to:
ThyssenKrupp Elevator
2455 E PARLEYS WAY SUITE 110
SALT LAKE CITY, UT 84109
Phone: (888)844-5438 Fax: (801) 487-6178

Location #	105EX7866-95 MANHATTAN WEST CONDOS
Invoice #	914826
Amount	$48,797.10
Paid	$

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR REMITTANCE.

CAMCO-MW 00099

HELIX-TR-EX-522-0055

FILE COPY

Line 7

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702 (INSTRUCTIONS ON REVERSE SIDE)

PAGE 1 OF 1

TO CONTRACTOR:

BUCHELE, INC.
P.O. BOX 570025
LAS VEGAS, NEVADA 89157-0025

FROM CONTRACTOR: VIA ARCHITECT:

PROJECT: Thomas & Mahan Hall Condominiums w. Russell & Rocky Hill

APPLICATION NO: 2
PERIOD: Aug. 08
PROJECT NOS: 168

CONTRACT DATE: May 2008

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

CONTRACT FOR: #168-36 Phase 1

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation sheet. AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM ..... $ 262,900 —
2. Net change by Change Orders ..... $ —
3. CONTRACT SUM TO DATE (Line 1 +/- 2) ..... $ 262,900 —
4. TOTAL COMPLETED & STORED TO DATE ..... $ 143,500 —
   (Column G on G703)
5. RETAINAGE
   a. 10 % of completed work $ 14,350 —
   (Columns D + E on G703)
   b. 10 % of Stored Material $ —
   (Column F on G703)
   Total Retainage (line 5a 5b or total in column I on G703) ..... $ 14,350 —
6. TOTAL EARNED LESS RETAINAGE ..... $ 129,150 —
   (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) ..... $ 7,650 —
8. CURRENT PAYMENT DUE ..... $ 121,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $ 133,750 —

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHANGES APPROVED IN PREVIOUS MONTHS BY OWNER	-	
Total approved this Month	-	
TOTALS	0	0
NET CHANGES by change order	-	

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: NEVADA
County of: CLARK
Subscribed and sworn to before me this ___ day of _____, 2008.

Notary Public:

My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ARCHITECT:
By _____ Date: _____

This Certificate is not negotiable. The amount certified is payable to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

FROM : CAMCO-MW 00100 PHONE NO. : 00000 00000000 Sep. 02 2008 01:55PM P2
JA004092
HELIX-TR-EX-522-0056

ONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES
Project: 168-36
Billing No: 2
Date: Aug 19,08

A Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
ntaining Contractor's signed certification, is attached.
tabulations below, amounts are stated to the nearest dollar.
e column I on contracts where variable retainage for line items may apply

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
EM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (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 (IF VARIABLE RATE)
1	DEMOLITION WORK	29,900 —	$ —	$20,000 —		$ 20,000 —	#DIV/0!	$ 9,900 —	$ 2,000 —
2	Grading work	233,000 —	$ 8,500 —	$115,000 —		$ 123,500 —	#DIV/0!	$ 109,500 —	$ 12,350 —
3			$ -	$ -		$ -	#DIV/0!	$ -	$ -
4			$ -	$ -		$ -	#DIV/0!	$ -	$ -
5		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
6		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
7		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
8		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
9		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
10		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
11		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
12		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
13		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
14		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
15		-		$ -		$ -	#DIV/0!	$ -	$ -
16									
17									
18									
19									
20									
21									
22									
23									
		262,900	$ 8,500 —	$135,000 —	$	$ 143,500 —	#DIV/0!	$ 119,400 —	14,350

IA DOCUMENT G703

BUCHELE, INC.
P.O. BOX 570025
LAS VEGAS, NEVADA 89157-0025

FROM : CAMCO-MW 00101 PHONE NO. : 00000 00000000 Sep. 02 2008 02:00PM P3
HELIX-TR-EX-522-0057

BUCHELE INC.
P.O. Box 570025
Las Vegas, Nv. 89157-0025
Ph. 702 656-5383
Fax 656-4665

Nv.Lic. #46797

(SBE,NBE)

Date: Aug. 18,08

TO: Apco Construction Inc.
Fax 736-3820
734-0396

Re: Billing for Manhattan West Project,

1. Demolition of asphalt on Russell rd. & Rocky Hill rd. $20,000.00

2. Rough Grading of Russell rd. & Rocky Hill rd.
   Supply and place type II on Russell rd. & Rocky Hill rd. $115,000.00

Total this billing: $135,000.00

BUCHELE INC.
P.O. Box 570025
Las Vegas, Nv. 89157-0025
Ph. 702 656-5383
Fax 656-4665

Nv.Lic. #46797

(SBE,NBE)

Date: Sept. 2,08

TO: Camco Pacific

Fax. 798-6655

Attn: Yvonne Farren,

Pay application no. 2, submitted to Apco & Gemstone. Dated Aug. 18, 08 period.

3 pages

Tom Buchele, Cell # 497-2136

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

TO 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: *4*
PERIOD TO: *08/25/08*
PROJECT NOS:

Distribution to:
___OWNER
___ARCHITECT
___CONTRACTOR
___
___

CONTRACTOR: *ACCURACY GLASS & MIRROR CO., INC.*
5145 SCHIRLLS
LAS VEGAS, NEVADA 89118

ARCHITECT:

CONTRACT DATE:

CONTRACT FOR:

CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM $5,100,000.00
2. Net change by Change Orders $1,101,581.00
3. CONTRACT SUM TO DATE (Line 1 + 2) $6,201,581.00
4. TOTAL COMPLETE & STORED TO DATE $2,876,708.00
   (Column G on G703)
5. RETAINAGE
   a. 10 % of Completed Work $287,670.80
      (Columns D + E on G703)
   b. 10 % of Stored Material _____
      (Columns F on G703)
   Total Retainage (Line 5a + 5b or
   Total in Column I of G703) $287,670.80
6. TOTAL EARNED LESS RETAINAGE $2,589,037.20
   (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENTS $857,250.00
   (Line 6 from prior Certificate) .....
8. CURRENT PAYMENT DUE $1,731,787.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) $3,612,523.80

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	1101581.00	
Total approved this Month		
TOTALS	1101581.00	0
NET CHANGE by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this application for Payment has been completed in accordance with the Contract Document that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments recieved from the Owner, and that current payment herein is now due.

CONTRACTOR:

BY: Date: *08/25/08*

State of: *NEVADA*
County of: *CLARK*
Subscribed and sworn to before me this *25TH* day of *AUGUST 2008*

Notary Public - State of Nevada
County of Clark
NICHOLAS E. LAMEK JR.
My Appointment Expires
April 20, 2009
No: 93-0565-1

Notary Public
My commission expires: *04/20/09*

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED ..... _____
(attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.

ARCHITECT:

BY: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAMCO-MW 00104

HELIX-TR-EX-522-0060

CONTINUATION SHEET

ACCURACY GLASS & MIRROR CO., INC.

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT containing Contractors signed Certification, is attached
In tabulations below, amounts are stated to the nearest dollar.
Use Column 1 on Contracts where variable retainage for line items may apply.

APPLICATION NO. 4
APPLICATION DATE 08/25/08
PERIOD TO 08/25/08
PROJECT MANHATTAN WEST
REFERENCE BUILDING #7

A	B	C	D	E	F	G		H	I
		WORK COMPLETED							
ITEM NO.	DESCRIPTION	SCHEDULED VALUES	PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS STORED NOT IN D/E	TOTAL COMPLETED AND STORED	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE 10%
1	MOBILIZATION	73500.00	73500.00			73500.00	100.00	0.00	7350.00
2	SHOP DRAWINGS	6500.00	6500.00			6500.00	100.00	0.00	650.00
3	STOREFRONT MEATL / DOORS	1784608.00	425000.00		1359608.00	1784608.00	100.00	0.00	178460.80
4	GLASS	741000.00	10000.00		434600.00	444600.00	60.00	296400.00	44460.00
5	STEEL CLIPS	145000.00	145000.00			145000.00	100.00	0.00	14500.00
6	HANDRAILS	510000.00				0.00	0.00	510000.00	0.00
7	CAULKING	375000.00				0.00	0.00	375000.00	0.00
8	EQUIPMENT RENTAL	225000.00	12500.00	30000.00		42500.00	18.89	182500.00	4250.00
9	MISC SUPPLIES	36392.00	10000.00			10000.00	27.48	26392.00	1000.00
10	LABOR	1203000.00	20000.00	100000.00		120000.00	9.98	1083000.00	12000.00
	CHANGE ORDERS								
11	CHANGE ORDER #1	1101561.00	250000.00			250000.00	22.70	851561.00	25000.00
	Totals	6201561.00	952500.00	130000.00	-1784208.00	2876708.00		3324853.00	287670.80

1924208

CAMCO-MW 00105

HELIX-TR-EX-522-0061

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 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 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

ACCURACY GLASS & MIRROR CO., INC

NICHOLAS E. LAMEK JR.

CONTROLLER

Accuracy Glass & Mirror to Lynn 8/29/08

Accuracy Glass & Mirror
5145 Schirlls • Las Vegas, NV 89118
(702) 252-8848 • Fax 252-7354
LIC. 29964

INVOICE

56996

INVOICE DATE: Jul 25, 2008

SOLD TO: APCO CONSTRUCTION CO.
3432 NORTH 5TH STREET
NO. LAS VEGAS, NV 89032

Ship To:
MANHATTAN WEST - BUILDING #7
WEST RUSSELL & ROCKY HILL ST
CONTRACT BILLING #3

Voice:
Fax:

CUSTOMER ID	PURCHASE ORDER	PAYMENT TERMS	PAGE
[illegible]	[illegible]	[illegible]	[illegible]

QUANTITY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Check No:

TOTAL	$1,731,787.20

CAMCO-MW 00107

HELIX-TR-EX-522-0063

Helix Electric
CONSTRUCTORS • ENGINEERS

INVOICE # 16713-011R1
CUSTOMER # 1611

Apco Construction
3432 N. 5th Street
North Las Vegas, Nv. 89032
Attn: Shawn Bowne

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

ORIGINAL CONTRACT		13,230,000.00
CHANGE ORDER THROUGH #		394,837.00
CONTRACT AMOUNT TO DATE		13,624,837.00
GROSS BILLING	38%	5,140,207.11
PREVIOUSLY BILLED		4,768,307.11
GROSS CURRENT PERIOD		371,900.00
RETENTION	10%	37,190.00
NET AMOUNT DUE THIS PERIOD		334,710.00
OUTSTANDING FROM PRIOR PERIOD	Inv #16713-010R2	510,255.00
TOTAL AMOUNT DUE		844,965

Pursuant to B&P code section 7108.5 a penalty of 2% per month of the amount owed, plus attorney's fees if required for collection, shall be assessed to this invoice for payments not received within 10 days of receipt of progress payment from owner.

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

CAMCO-MW 00108

HELIX-TR-EX-522-0064

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

CAMCO-MW 00109

TO (Owner): Apco Construction
3432 N. 5th Street
North Las Vegas, Nv. 89032
Attn: Shawn Bowne

PROJECT: Manhattan Condominiums
30 E. Serene
Las Vegas, NV 89123

APPLICATION NUMBER: 16713-011R1
PERIOD TO: 8/31/2008
PROJECT NOS
CONTRACT DATE:

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

FROM: (Contractor) Helix Electric
3078 E. Sunset Rd., Ste#9
Las Vegas, NV 89120

VIA (ARCHITECT):

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Applications made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. PARTIAL CONTRACT SUM		$ 13,230,000.00
2. Net change by Change Orders		394,837.00
3. CONTRACT SUM TO DATE (Line 1+2)		$ 13,624,837.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 5,140,207.11
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	$ 514,020.71	
b. 10% of Stored Material (Column F on G703)	$ -	
Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 514,020.71
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)		$ 4,626,186.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 4,291,476.40
8. CURRENT PAYMENT DUE		$ 334,710.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)		$ 8,998,650.60

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	-	-
NET CHANGES by Change Order	394,837.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Robert D Johnson, Vice President Date: 8/20/08

State Of: NEVADA
County Of: CLARK
Subscribed and sworn to before me this 20th day of August, 2008
Notary Public: Edna K Bennett
My Commission expires: 1/9/2010

EDNA K. BENNETT
Notary Public, State of Nevada
Appointment No. 98-0611-1
My Appt. Expires Jan. 9, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certified to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $334,710.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.

HELIX-TR-EX-522-0065

CONTINUATION SHEET

AIA DOCUMENT G703

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 1 on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 16713-011R1
APPLICATION DATE: 8/20/2008
PERIOD TO: 8/31/2008
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM 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	155,000.00	83,700.00			83,700.00	54%	71,300.00	8,370.00
2	MOBILIZATION	60,000.00	60,000.00			60,000.00	100%	-	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	6,000.00
4	Project Engineer, CAD, Project Assistant	75,000.00	59,875.00	7,500.00		67,375.00	90%	7,625.00	6,737.50
5	Electrical Permits	65,000.00	40,000.00			40,000.00	62%	25,000.00	4,000.00
6	Submittals	10,000.00	10,000.00			10,000.00	100%	-	1,000.00
7	Supervision/Planning/Coordination	120,000.00	96,250.00	12,000.00		108,250.00	90%	11,750.00	10,825.00
8	BUILDING #1-TYPE V (52 units)		-			-		-	-
9	Light Fixture Package	76,000.00	-			-		76,000.00	-
10	Distribution Package	70,000.00	-			-		70,000.00	-
11	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
12	Underslab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
13	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
14	1st Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
15	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
16	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
17	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
18	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
19	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
20	4th Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
21	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
22	BUILDING #2-TYPE II		-			-		-	-
23	Light Fixture Package	65,500.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
24	Distribution Package	25,000.00	22,500.00	2,500.00		25,000.00	100%	-	2,500.00
25	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	37,500.00	2,500.00		40,000.00	80%	10,000.00	4,000.00
26	2nd Sublevel Garage UG and Deck	200,000.00	190,000.00			190,000.00	95%	10,000.00	19,000.00
27	1st Sublevel Garage and Deck	255,000.00	242,500.00			242,500.00	95%	12,500.00	24,250.00
28	1st Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
29	2nd Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
30	3rd Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
31	4th Floor Rough and Trim	25,000.00	17,500.00	5,000.00		22,500.00	90%	2,500.00	2,250.00
32	Roof Plan	2,500.00	-			-		2,500.00	-
33	BUILDING #3-TYPE II		-			-		-	-
34	Light Fixture Package	65,500.00	58,950.00			58,950.00	90%	6,550.00	5,895.00
35	Distribution Package	25,000.00	22,500.00			22,500.00	90%	2,500.00	2,250.00
36	Low Voltage Systems (FA, CCTV, CA, etc.	50,000.00	20,000.00	5,000.00		25,000.00	50%	25,000.00	2,500.00
37	2nd Sublevel Garage UG and Deck	200,000.00	190,000.00			190,000.00	95%	10,000.00	19,000.00
38	1st Sublevel Garage and Deck	255,000.00	242,500.00			242,500.00	95%	12,500.00	24,250.00
39	1st Floor Rough and Trim	25,000.00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
40	2nd Floor Rough and Trim	25,000.00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
41	3rd Floor Rough and Trim	25,000.00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
42	4th Floor Rough and Trim	25,000.00	5,000.00	5,000.00		10,000.00	40%	15,000.00	1,000.00
43	Roof Plan	2,500.00	-			-		2,500.00	-
44	BUILDING #4-TYPE V (32 units)		-			-		-	-
45	Light Fixture Package	76,000.00	-			-		76,000.00	-

CAMCO-MW 00110

HELIX-TR-EX-522-0066

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM 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
46	Distribution Package	70,000.00	-			-		70,000.00	-
47	Low Voltage Systems (FA, CCTV, CA, etc	40,000.00	-			-		40,000.00	-
48	Underslab Branch Conduit & Wire	57,000.00	-			-		57,000.00	-
49	Garage & 1st floor deck-conduit/wire	275,000.00	-			-		275,000.00	-
50	1st Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
51	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
52	2nd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
53	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
54	3rd Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
55	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
56	4th Floor Rough Walls/Ceilings	65,000.00	-			-		65,000.00	-
57	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
58	BUILDING #5-TYPE I (76 units)		-			-		-	-
59	Light Fixture Package	106,000.00	-			-		106,000.00	-
60	Distribution Package	83,000.00	-			-		83,000.00	-
61	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
62	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
63	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
64	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
65	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
66	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
67	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
68	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
69	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
70	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
71	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
72	BUILDING #6-TYPE I (76 units)		-			-		-	-
73	Light Fixture Package	106,000.00	-			-		106,000.00	-
74	Distribution Package	83,000.00	-			-		83,000.00	-
75	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
76	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
77	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
78	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
79	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
80	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
81	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
82	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
83	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
84	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
85	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
86	BUILDING #7-TYPE II (76 units)		-			-		-	-
87	Light Fixture Package	141,000.00	92,250.00			92,250.00	65%	48,750.00	9,225.00
88	Distribution Package	225,000.00	158,000.00	34,000.00		192,000.00	85%	33,000.00	19,200.00
89	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	10,000.00	10,000.00		20,000.00	40%	30,000.00	2,000.00
90	Generator	100,000.00	95,000.00			95,000.00	95%	5,000.00	9,500.00
91	Underslab Branch Conduit & Wire	68,000.00	64,500.00			64,500.00	95%	3,500.00	6,450.00
92	Garage & 1st floor deck-conduit/wire	330,000.00	313,500.00			313,500.00	95%	16,500.00	31,350.00
93	1st Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
94	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
95	2nd Floor Rough Deck/Walls/Ceilings	95,500.00	76,750.00	4,500.00		81,250.00	85%	14,250.00	8,125.00
96	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
97	3rd Floor Rough Deck/Walls/Ceilings	95,500.00	76,750.00	4,500.00		81,250.00	85%	14,250.00	8,125.00

CAMCO-MW 00111

HELIX-TR-EX-522-0067

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM 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
98	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
99	4th Floor Rough Deck/Walls/Ceilings	95,500.00	66,850.00	14,400.00		81,250.00	85%	14,250.00	8,125.00
100	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
101	5th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00	33,500.00		81,250.00	85%	14,250.00	8,125.00
102	5th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
103	6th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
104	6th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
105	7th Floor Rough Deck/Walls/Ceilings	95,500.00	47,750.00			47,750.00	50%	47,750.00	4,775.00
106	7th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
107	8th Floor Rough Deck/Walls/Ceilings	95,500.00	28,990.00	18,760.00		47,750.00	50%	47,750.00	4,775.00
108	8th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
109	9th Floor Rough Deck/Walls/Ceilings	95,500.00	28,990.00	18,760.00		47,750.00	50%	47,750.00	4,775.00
110	9th Floor Device and Fixture Trim	5,000.00	-			-		5,000.00	-
111	BUILDING #8-TYPE I (76 units)		-			-		-	-
112	Light Fixture Package	106,000.00	84,500.00	11,000.00		95,500.00	90%	10,500.00	9,550.00
113	Distribution Package	83,000.00	78,500.00			78,500.00	95%	4,500.00	7,850.00
114	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	35,000.00	10,000.00		45,000.00	90%	5,000.00	4,500.00
115	Underslab Branch Conduit & Wire	85,000.00	76,500.00			76,500.00	90%	8,500.00	7,650.00
116	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			380,000.00	95%	20,000.00	38,000.00
117	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
118	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
119	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
120	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
121	3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
122	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
123	4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
124	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
125	BUILDING #9-TYPE I (76 units)		-			-		-	-
126	Light Fixture Package	106,000.00	84,500.00	11,000.00		95,500.00	90%	10,500.00	9,550.00
127	Distribution Package	83,000.00	79,000.00			79,000.00	95%	4,000.00	7,900.00
128	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	35,000.00	10,000.00		45,000.00	90%	5,000.00	4,500.00
129	Underslab Branch Conduit & Wire	85,000.00	76,500.00			76,500.00	90%	8,500.00	7,650.00
130	Garage & 1st floor deck-conduit/wire	400,000.00	380,000.00			380,000.00	95%	20,000.00	38,000.00
131	1st Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
132	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
133	2nd Floor Rough Walls/Ceilings	75,000.00	71,250.00			71,250.00	95%	3,750.00	7,125.00
134	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
135	3rd Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
136	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
137	4th Floor Rough Walls/Ceilings	75,000.00	67,750.00	3,500.00		71,250.00	95%	3,750.00	7,125.00
138	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
139	BUILDING #10-TYPE I (76 units)		-			-		-	-
140	Light Fixture Package	106,000.00	-			-		106,000.00	-
141	Distribution Package	83,000.00	-			-		83,000.00	-
142	Low Voltage Systems (FA, CCTV, CA, etc	50,000.00	-			-		50,000.00	-
143	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
144	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
145	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
146	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
147	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
148	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
149	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-

CAMCO-MW 00112

HELIX-TR-EX-522-0068

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM 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
150	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
151	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
152	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
153	BUILDING #11-TYPE I (76 units)		-			-		-	-
154	Light Fixture Package	106,000.00	-			-		106,000.00	-
155	Distribution Package	83,000.00	-			-		83,000.00	-
156	Low Voltage Systems (FA, CCTV, CA, etc	60,000.00	-			-		60,000.00	-
157	Underslab Branch Conduit & Wire	85,000.00	-			-		85,000.00	-
158	Garage & 1st floor deck-conduit/wire	400,000.00	-			-		400,000.00	-
159	1st Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
160	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
161	2nd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
162	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
163	3rd Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
164	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
165	4th Floor Rough Walls/Ceilings	75,000.00	-			-		75,000.00	-
166	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
167	BUILDING #12-TYPE IV (56 units)		-			-		-	-
168	Light Fixture Package	96,000.00	-			-		96,000.00	-
169	Distribution Package	77,500.00	-			-		77,500.00	-
170	Low Voltage Systems (FA, CCTV, CA, etc	45,000.00	-			-		45,000.00	-
171	Underslab Branch Conduit & Wire	76,000.00	-			-		76,000.00	-
172	Garage & 1st floor deck-conduit/wire	350,000.00	-			-		350,000.00	-
173	1st Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
174	1st Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
175	2nd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
176	2nd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
177	3rd Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
178	3rd Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
179	4th Floor Rough Walls/Ceilings	70,000.00	-			-		70,000.00	-
180	4th Floor Device and Fixture Trim	10,000.00	-			-		10,000.00	-
181	SITE LIGHTING		-			-		-	-
182	Furnish Landscape Lighting	257,000.00	-			-		257,000.00	-
183	Furnish Courtyard Lighting	59,000.00	-			-		59,000.00	-
184	Furnish Sports Lighting	6,000.00	-			-		6,000.00	-
185	Furnish Parking Lot Pole Lighting	64,000.00	-			-		64,000.00	-
186			-			-		-	-
187			-			-		-	-
188			-			-		-	-
189			-			-		-	-
190			-			-		-	-
191			-			-		-	-
192			-			-		-	-
193			-			-		-	-
194			-			-		-	-
195			-			-		-	-
196			-			-		-	-
197			-			-		-	-
198			-			-		-	-
199			-			-		-	-
200			-			-		-	-
201			-			-		-	-
202			-			-		-	-
203			-			-		-	-
204			-			-		-	-
205			-			-		-	-
	Original Contract Totals	13,230,000.00	4,648,325.00	268,900.00		4,917,225.00	37%	8,312,775.00	491,722.50

CAMCO-MW 00113

HELIX-TR-EX-522-0069

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM 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
	CHANGE ORDERS								
206	CO#1-Contract Adjustment (inc. above)			-		-		-	-
207	CO#2-Apco Trailer Hookup	1,622.00	1,622.00	-		1,622.00	100%	-	162.20
208	CO#3-Options (voided change order #)		-			-		-	-
209	CO#4-Overtime B8 & B9	10,000.00	10,000.00	-		10,000.00	100%	-	1,000.00
210	CO#5-Delete Utility Stubs Phase I	(15,000.00)	(15,000.00)	-		(15,000.00)	100%	-	(1,500.00)
211	CO#6-Delete Site Conduits-Phase I & II	(13,000.00)	(13,000.00)	-		(13,000.00)	100%	-	(1,300.00)
212	CO#7-Building #9 Options	54,543.00	26,281.96	13,500.00		39,781.96	73%	14,761.04	3,978.20
213	CO#8a-Building #8 Options	62,053.00	27,098.00	12,500.00		39,596.00	64%	22,457.00	3,959.60
214	CO#8b-Additional B8 & B9 Options	53,756.00	33,866.40	5,000.00		38,866.40	74%	13,889.60	3,986.64
215	C2 Split Delta 5	53,756.00	-	26,000.00		26,000.00	48%	27,756.00	2,600.00
216	Delta 3 Changes	92,117.00	24,180.75	22,000.00		46,180.75	50%	45,936.25	4,618.08
217	Delta 5 Changes	94,990.00	24,935.00	23,000.00		47,935.00	50%	47,055.00	4,793.50
218			-			-		-	-
219			-			-		-	-
220			-			-		-	-
221			-			-		-	-
222			-			-		-	-
223			-			-		-	-
224			-			-		-	-
225			-			-		-	-
226			-			-		-	-
227			-			-		-	-
228			-			-		-	-
229			-			-		-	-
230	Delta 2 Changes $354,780.00					-		-	-
231	Add Dampers Exhaust Fans $69,900.00					-		-	-
232						-		-	-
233						-		-	-
234						-		-	-
235						-		-	-
236						-		-	-
237						-		-	-
	Total Change Orders	394,837.00	119,982.11	103,000.00		222,982.11	56%	171,854.89	22,298.21
	Total Revised Contract	13,624,837.00	4,768,307.11	371,900.00		5,140,207.11	38%	8,484,629.89	814,020.71

CAMCO-MW 00114

HELIX-TR-EX-522-0070

HELIX ELECTRIC

MATERIAL STORED BILLING STATUS

MANHATTAN WEST

PERIOD: Aug-08

HELIX LINE NUMBER	PREVIOUSLY BILLED MATERIAL STORED	MATERIAL STORED THIS PERIOD	MATERIAL REMOVED FROM STORAGE & INSTALLED THIS PERIOD	ACCUMULATIVE TOTAL OF MATERIAL STORED TO DATE
23	$ 26,000.00		$ 26,000.00	$ -
24	$ 15,000.00		$ 15,000.00	$ -
34	$ 26,000.00		$ 26,000.00	$ -
35	$ 15,000.00		$ 15,000.00	$ -
87	$ 48,250.00		$ 48,250.00	$ -
88	$ 38,000.00		$ 38,000.00	$ -
93	$ 20,000.00		$ 20,000.00	$ -
95	$ 20,000.00		$ 20,000.00	$ -
97	$ 20,000.00		$ 20,000.00	$ -
99	$ 20,000.00		$ 20,000.00	$ -
101	$ 20,000.00		$ 20,000.00	$ -
103	$ 20,000.00		$ 20,000.00	$ -
105	$ 20,000.00		$ 20,000.00	$ -
107	$ 20,000.00		$ 20,000.00	$ -
109	$ 20,000.00		$ 20,000.00	$ -
112	$ 39,500.00		$ 39,500.00	$ -
113	$ 63,000.00		$ 63,000.00	$ -
117	$ 7,500.00		$ 7,500.00	$ -
119	$ 7,500.00		$ 7,500.00	$ -
121	$ 7,500.00		$ 7,500.00	$ -
123	$ 7,500.00		$ 7,500.00	$ -
126	$ 39,500.00		$ 39,500.00	$ -
127	$ 68,000.00		$ 68,000.00	$ -
131	$ 7,500.00		$ 7,500.00	$ -
133	$ 7,500.00		$ 7,500.00	$ -
135	$ 7,500.00		$ 7,500.00	$ -
137	$ 7,500.00		$ 7,500.00	$ -
TOTALS	$ 618,250.00	$ -	$ 618,250.00	$ -

CAMCO-MW 00115

APCO CONSTRUCTION
3432 N. 5th Street • North Las Vegas, NV 89032
Phone: (702) 734-0188 • Fax: (702)734-0396
E-mail: apcoconstruction.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 Construction
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

Helix Electric

By: Robert D Johnson

Its: Robert D Johnson, Vice President

CAMCO-MW 00116

LETTER OF TRANSMITTAL

Helix Electric
CONSTRUCTORS • ENGINEERS

DATE:	9/8/2008	JOB NO.	16713
RE:	Manhattan West		
PWP#:			

TO: Apco Construction
3432 N. 5th Street
North Las Vegas, Nv. 89032
ATTN: Attn: Shawn Bowne

WE ARE SENDING YOU ☐Attached ☐Under separate cover via _____ the following items
☐Shop Drawings ☐Prints ☐Plans ☐Samples ☐Specifications
☐Copy of Letter ☐Change Order ☐_____ ☐Submittals

COPIES	DATE	SECTION	DESCRIPTION
1	8/20/2008		Payment Application Inv # 16713-011R1
1	8/20/2008		Conditional Release 8/31/2008

THESE ARE TRANSMITTED as checked below:
☐For approval ☐Approved as submitted ☐Resubmit _____ copies for approval
☐For your use ☐Approved as noted ☐Submit _____ copies for distribution
☐As requested ☐Returned for corrections ☐Return _____ corrected prints
☐For review and comment ☐_____
☐FOR BIDS DUE _____ 20 _____ ☐PRINTS RETURNED AFTER LOAN TO US

REMARKS:

Name: Edna K Bannett
Title: Project Assistant

PO#
FX# (702) 450-8227

Received by:

Printed Name:

Date:

CAMCO-MW 00117

HELIX-TR-EX-522-0073

JA004109

205 7502

473 $1,500
627 $9180

INSULPRO PROJECTS
A MASCO COMPANY

Formerly known as Gale Insulation & Sacramento Insulation

INVOICE NO.: 0008927P5

Camco Pacific
2925 E. Patrick Lane Suite G.
Las Vegas, NV 89120
798-6611 / 7986655 FAX

DATE: 08/26/08

FROM: 08/01/08
TO: 08/31/08

REQUEST #: 5

Job # 'D0000000

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

Contract Changes		
1	C/O 1 Building 8 F/S NV C	$4,590.00
2	C/O 1 Building 9 F/S NV C	4,590.00
3	C/O Extra Work Tickets	65,123.00
4	0	0.00
5	0	0.00
6	0	0.00
7		
8		
9		
10		
11		
	Total	$74,303.00

CONTRACT AMOUNT	$250,300.00
TOTAL CHANGE ORDER	74,303.00
REVISED CONTRACT AMOUNT	$324,603.00
Work completed (inplace/stored) 99.23%	$ 322,100.00
Less previously completed and stored	(287,058.00)
Amount completed this request	35,042.00
Less 10.00% retention	(3,504.20)
Total amount due this request	$ 31,537.80

Please remit to: InsulPro Projects, Inc.
1401 Trade Drive
N. Las Vegas, NV 89030

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

Please reference Invoice #0008927P5

CAMCO-MW 00118

HELIX-TR-EX-522-0074

HELIX-TR-EX-522-0075

APPLICATION AND CERTIFICATE FOR PAYMENT

TO GENERAL CONTRACTOR:
CAMCO PACIFIC
2925 E. PATRICK LANE STE. G
LAS VEGAS, NV 89120

PROJECT: WEST MANHATTAN CONDOS

CONTRACT# 168-28

APPLICATION NO.: 5

PERIOD FROM: 8/1/08 - 8/31/08
PROJECT NO.: 168

FROM CONTRACTOR:

INSULPRO PROJECTS, INC
697 CORINTHIAN WAY
N LAS VEGAS, NV 89030

ATTENTION:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM		$250,300.00
2. Net change by Change Orders		$74,303.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$324,603.00
4. TOTAL COMPLETED & STORED TO DATE		$322,100.00
5. RETAINAGE:		
a. 10% of Completed Work	$32,210.00	
b. 0 % of Stored Materials		
Total Retainage		$32,210.00
6. TOTAL EARNED LESS RETAINAGE		$289,890.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate		$258,352.20
8. CURRENT PAYMENT DUE		$31,537.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$34,713.00	

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		$74,303.00	
Total approved this Month		$0.00	
	TOTALS	$74,303.00	$0.00
NET CHANGES by Change Order		$74,303.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: August 26, 2008
Michael Reed / Authorized Agent

State of: Nevada
County of: Clark
Subscribed and sworn before me this 26st day of August, 2008

K. WESCOAT
Notary Public State of Nevada
No. 96-4018-1
My appt. exp. Aug. 1, 2012

K. Wescoat
Notary Public: K. Wescoat
My Commission expires: August 1st, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progress as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED.....$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform.)

ARCHITECT:
By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CAMCO-MW 00119

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing 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

PROJECT NO.: 168

	A	B	C	D	E	F	G		H	I
				WORK COMPLETED						
W/O #	ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION	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
8926	1	BLDG 8 Insulation	$125,150.00	$100,120.00	$23,778.50	✓	$123,898.50	99.00%	$1,251.50	$12,389.85
8926	2	BLDG 9 Insulation	$125,150.00	$112,635.00	$11,263.50	✓	$123,898.50	99.00%	$1,251.50	$12,389.85
8927	3	Building 8 C/O F/S NV Construction Services	$4,590.00	$4,590.00	$0.00		$4,590.00		$0.00	$459.00
	4	Building 9 C/O F/S NV Construction Services	$4,590.00	$4,590.00	$0.00		$4,590.00		$0.00	$459.00
	5	Extra Work Tickets C/O F/S	$65,123.00	$65,123.00	$0.00		$65,123.00		$0.00	$6,512.30
	6						$0.00		$0.00	$0.00
	7									
	8									
	9									
	10									
	11									
	12									
	13									
	14									
	15									
	16									
	17									
	18									
	19									
	20									
	21									
	22									
	23									
		TOTAL	$324,603.00	$287,058.00	$35,042.00	$0.00	$322,100.00	99.23%	$2,503.00	$32,210.00

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Job #: 227APC1A

Property Name: West Manhattan Condos

Property Location: 9205 W. Russell Rd.

Undersigned's Customer: Camco Pacific

Invoice/Payment Application #: 0008927P5

Payment Amount: $ 31,537.80

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: [signature]
Its: Michael Reed / AUTHORZIED AGENT

CAMCO-MW 00121

LABOR RELEASE

INSULPRO PROJECTS
A MASCO COMPANY

OWNER'S NAME: WestManhattan Condos **DATE:** 8/26/08

JOB ADDRESS: 9205 W. Russell Rd.

For the period up to and including the 31st day of August, 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 lien-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 true and correct.

Dated at Las Vegas, Nevada this 26st day of August, 2008

INSULPRO PROJECTS, INC

BY: _____
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

L 53
L 130
L 476

3616 N.Rancho Dr
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-

CODE	DESCRIPTION	AMOUNT
C PRODC	86% OF COMPLETION	272,325.02
C PRODC	LESS 10% RETENTION	-27,232.50
C PRODC	LESS PREVIOUS BILLED AMOUNT.	-113,996.52

Sub Total:	$131,096.00
Tax:	$0.00
Inv Total:	**$131,096.00**

CAMCO-MW 00123

HELIX-TR-EX-522-0079

JA004115

ExecutivePlastering

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

130

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

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

CODE	DESCRIPTION	AMOUNT
C PRODC	6% OF COMPLETION	18,999.42
C PRODC	LESS 10% RETENTION	-1,899.94
C PRODC	LESS PREVIOUS BILLED AMOUNT.	0.00

Sub Total:	$17,099.48
Tax:	$0.00
Inv Total:	**$17,099.48**

CAMCO-MW 00124

HELIX-TR-EX-522-0080

JA004116

ExecutivePlastering

476

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

Invoice
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

Sub Total:	$105,718.50
Tax:	$0.00
Inv Total:	**$105,718.50**

CAMCO-MW 00125

HELIX-TR-EX-522-0081

JA004117

Executive Plastering Inc.

e
p

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Manhattan West Type I Building 9

Property Location: West Russell Road and Rocky Hill Street

Undersigned's Customer: APCO Construction

Invoiced/Payment Application Number: 20987-20989

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.

Date: 08/25/2008

EXECUTIVE PLASTERING

By: Lara Massey

Title: Office Manager

3616 N.Rancho Drive·Las Vegas, NV 89130
TEL (702) 320-7080 · FAX (702) 320-7081
License #33342

Line 15

APPLICATION AND CERTIFICATE FOR PAYMENT

GEN. CONTRACTOR: Camco Pacific Management Services, Inc
2925 E. Patrick Lane, Ste G
Las Vegas, NV 89120

PROJECT: MANHATTAN WEST
W. Russell Rd. & Rocky Hill St.
Las Vegas, NV 89148

APPLICATION NO: 1 08-1035
PERIOD: 8/31/2008
PROJECT NOS.:
CONTRACT DATE:

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR
☐

FROM CONTRACTOR: POOLS BY GRUBE

VIA ARCHITECT:

CONTRACT FOR: Manhattan West

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation sheet is attached.

1. ORIGINAL CONTRACT SUM		460,000.00
2. Net change by Change Orders ..... $		
3. CONTRACT SUM TO DATE (Line 1 +\- 2) ..... $		460,000.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ (Column G on schedule of values)		25,000.00
5. RETAINAGE		
a. 10% of completed work (Columns D + E on G703)	$ 2,500.00	
b. 10% of Stored Material (Columns F on G703)	$	
Total Retainage (line 5a 5b or total in column I on G703) ..... $		2,500.00
6. TOTAL EARNED LESS RETAINAGE ..... $ (Line 4 less Line 5 Total)		22,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 form prior Certificate) ..... $		-
8. CURRENT PAYMENT DUE ..... $		22,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 437,500.00	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	0	-
Total approved this Month	0	0
TOTALS	0	-
NET CHANGES by change order		-

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR: POOLS BY GRUBE

By: [signature] Date: 8/26-08

State of: Nevada
County of: Clark
Subscribed and sworn to before me this 26 day of August 2008

Notary Public: [signature]

My Commision Expires: Feb. 7, 2010

SUZANNE MUNIER
NOTARY PUBLIC
STATE OF NEVADA
APPT. No 08-103873-1
MY APPT. EXPIRES FEB. 7, 2010

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and data comprising this application, the Architect certifies to the Owner that to the best of the quantity of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ARCHITECT:

By: Date:

This Certificate is not negotiable. The amount certified is payable to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAMCO-MW 00127

HELIX-TR-EX-522-0083

CONTINUATION SHEET

G703

The G702, APPLICATION AND CERTIFICATION 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 retainage for line items may apply.

MANHATTAN WEST
W. Russell Rd. & Rocky Hill St.
Las Vegas, NV 89148

APPLICATION NO: 1 08-0035
APPLICATION DATE: 18-Aug-08
PERIOD TO: 31-Aug-08
OWNER'S CONTRACT NO:

A	B	C	D		E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		WORK COMPLETED 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 (IF VARIABLE RATE)
	BASE CONTRACT	$ 460,000.00								
	Health Department Submittals - Roof									
01	Top and Ground Level Pools & Spas	$ 25,000.00			$ 25,000.00	$	$ 25,000.00	100%	$	$ 1,250.00
02	Hydraulic Calculations									
03	Structural Calculations									
04	Health Department Fees									
05										
06										
07										
08										
25										
26										
27										
	Base Contract Sub Total	$ 460,000.00	$		$ 25,000.00	$	$ 25,000.00		$ 435,000.00	$ 1,250.00
	CHANGE ORDERS									
48										
49										
	Change Order Sub Total	$	$		$	$	$		$	$
	GRAND TOTALS	$ 460,000.00	$		$ 25,000.00	$	$ 25,000.00		$ 435,000.00	$ 1,250.00

CAMCO-MW 00128

HELIX-TR-EX-522-0084

— 9/8 Per Jennifer called Christine To Remove all — change orders.

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

Invoice 36095

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

Invoice #: 36095 Date: 08/27/08	Customer P.O. #: 168-9
Payment Terms: Net 30 days	Salesperson:
Customer Code: APCCON00	

Remarks: MANHATTEN WEST

Quantity	Description	U/M	Unit Price	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		116,072.00	116,072.00
1.00	BLDG 9 STORED MATERIALS		48,300.00	48,300.00
~~1.00~~	~~CHANGE ORDER# 1~~		~~31,859.99~~	~~31,859.99~~
~~1.00~~	~~C/O# 1 STORED MATERIALS~~		~~53,712.00~~	~~53,712.00~~
~~1.00~~	~~CHANGE ORDER# 3~~		~~15,826.54~~	~~15,826.54~~
~~1.00~~	~~CHANGE ORDER# 4~~		~~3,448.11~~	~~3,448.11~~
~~1.00~~	~~CHANGE ORDER# 5~~		~~532.36~~	~~532.36~~
1.00	~~AWO# 11149 GRADE FIXES~~		~~1,800.00~~	~~1,800.00~~
		Subtotal:	188863.	~~296,042.00~~
		Total:		~~296,042.00~~
		Less Retention:	18886.30	~~-29,604.20~~
		Current Due:	169976.70	~~266,437.80~~

Print Date: 08/27/08

CAMCO-MW-00129

HELIX-TR-EX-522-0085

JA004121

APPLICATION AND CERTIFICATE FOR PAYMENT AIA Document G702 (Instructions on reverse side) Page one of ___ Pages

TO OWNER:

PROJECT: MANHATTAN WEST

APPLICATION NO.: 8
PERIOD TO: 8/22/2008
PROJECT NOS.: 168

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [X] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR: THE MASONRY GROUP

VIA ARCHITECT:

CONTRACT DATE:

CONTRACT FOR: MASONRY

COMMITMENT #: 168-9

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... $ 2,404,000.00
2. Net change by Change Orders ..... $ $
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... $ $ 2,404,000.00
4. TOTAL COMPLETED & STORED TO DATE ..... $ 889,551.00
   (Column G on G703)
5. RETAINAGE:
   a. 10 % of Completed Work ..... $ $ 88,955.10
   (Columns D + E on G703)
   b. ____ % of Stored Material ..... $
   (Column F on G703)
   Total Retainage (Line 5a + 5b or Total in Column of I of G703) ..... $ $ 88,955.10
6. TOTAL EARNED LESS RETAINAGE $ 800,595.90
   (Line 4 less line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
   (Line 6 from prior Certificate) ..... $ 534,158.10
8. CURRENT PAYMENT DUE ..... $ 266,437.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE
   (Line 3 less Line 6) ..... $ $ 1,603,404.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
months by owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: THE MASONRY GROUP
By: _____ Date: 8-27-08

State of:
County of:
Subscribed and sworn to before me this 27th day of August
Notary Public: Debbie Umatum
My Commission expires: 3-6-12

DEBBIE UMATUM
Notary Public State of Nevada
No. 08-6878-1
My appt. exp. Mar. 6, 2012

__ AIA
__ Sub Release
__ Labor
__ Mat'l Stock Tier
__ Commitment
__ Sub-Sheet
__ TL Entry
__ Client $

Vendor ID #		Commitment #	
Amount:		GL Acct. #	Job #
Gross:			
Ret:			
Net:			
Branch Manager		Branch Controller	Opts. Manager
Regional Mgr.		Superintendent	Site Dev. Mgr. / Acct. Dept.

Check Run Date:

Joint Checks

Quick Pay Date:

Net:
2.25%:
Balance Due:

CAMCO-MW 00130

HELIX-TR-EX-522-0086

CONTINUATION SHEET

AIA DOCUMENT G703

Page ____ of ____ Pages

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.

Application # 8
Application Date: 8-27-08
Period to: 8/22/08
Apco - Project: MANHATTAN WEST
Job #: [redacted]168

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	Description of Work	Scheduled Value	Previous Application (D+E)	This Period	Materials Presently Stored (Not in D or E)	TOTAL Completed & Stored to date (D+E+F)	% (G/C)	Balance to Finish (C-G)	Retainage (If variable rate)
	CONTRACT LINE ITEMS:								
	BLDG #2 TYPE 2 DESIGN					$ -		$ -	$ -
6	TYPE 1 GRAY SMOOTH STRUCTURAL CMU	$ 32,100.00	$ 28,890.00	$ 3,210.00		$ 32,100.00	100.00%	$ -	$ 3,210.00
7	TYPE 1 THIN BRICK VENEER	$ 151,200.00				$ -	0.00%	$ 151,200.00	$ -
	BLDG #3 TYPE 2 DESIGN					$ -		$ -	$ -
8	TYPE 1 GRAY SMOOTH STRUCTURAL CMU	$ 32,100.00	$ 16,050.00	$ 16,050.00		$ 32,100.00	100.00%	$ -	$ 3,210.00
9	TYPE 1 THIN BRICK VENEER	$ 151,200.00				$ -	0.00%	$ 151,200.00	$ -
	BLDG #7 TYPE 3 DESIGN					$ -		$ -	$ -
10	TYPE 1 GRAY SMOOTH STRUCTURAL CMU	$ 45,200.00	$ 40,680.00	$ 4,520.00		$ 45,200.00	100.00%	$ -	$ 4,520.00
	BLDG #8 TYPE 1 DESIGN					$ -		$ -	$ -
11	TYPE 1 GRAY SMOOTH STRUCTURAL CMU	$ 249,300.00	$ 249,300.00			$ 249,300.00	100.00%	$ -	$ 24,930.00
12	TYPE 1 THIN BRICK VENEER	$ 310,700.00				$ -	0.00%	$ 310,700.00	$ -
	BLDG #9 TYPE 1 DESIGN					$ -		$ -	$ -
13	TYPE 1 GRAY SMOOTH STRUCTURAL CMU	$ 249,300.00	$ 248,589.00	$ 711.00		$ 249,300.00	100.00%	$ -	$ 24,930.00
14	TYPE 1 THIN BRICK VENEER	$ 310,700.00		$ 116,072.00	$ 48,300.00	$ 164,372.00	52.90%	$ 146,328.00	$ 16,437.20
	CHANGE ORDERS:								
19	CHANGE ORDER# 1	$ 228,191.00	$ 2,239.42	$ 31,859.99	$ 53,712.00	$ 87,811.41	38.48%	$ 140,379.59	$ 8,781.14
	C/O# 2	$ 7,760.58	$ 7,760.58	-		$ 7,760.58	100.00%	$ -	$ 776.06
	[redacted]	$ 15,826.54		$ 15,826.54		$ 15,826.54	100.00%	$ -	$ 1,582.65
20	[redacted]	$ 3,448.11		$ 3,448.11		$ 3,448.11	100.00%	$ -	$ 344.81
21	[redacted]	$ 532.36		$ 532.36		$ 532.36	100.00%	$ -	$ 53.24
	[redacted]	$ 1,800.00		$ 1,800.00		$ 1,800.00	100.00%	$ -	$ 180.00
	TOTALS:	$ 1,789,358.59	$ 593,509.00	$ 194,030.00	$ 102,012.00	$ 889,551.00	49.71%	$ 899,807.59	$ 88,955.10

CAMCO-MW-00131

HELIX-TR-EX-522-0087

TheMasonryGroup
Said, and done.

Property Name: MANHATTEN WEST

Property Location LAS VEGAS, NV.

Undersigned's Customer: APCO

Invoice# / Payment Application#: 36095

Payment Amount: $266437.80

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 waiver and release.

8/27/08
Dated

THE MASONRY GROUP NEVADA, INC.
Company Name

By: _____

It: CHRISTINE DOWTY A/R

Nevada Region
4685 Berg Street
North Las Vegas, NV 89081
702.657.9440
702.657.8445
www.themasonrygroup.com
License #29828

CAMCO-MW 00132

LABOR RELEASE

JOB: Apco

LOCATION: Manhattan 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.

PRINTED NAME	SIGNATURE	DATE
Armando Lizarraga		
Fidel Molina		
Tyler Wille		
José Ornelas		
Jose Angel		

SUBCONTRACTOR: THE MASONRY GROUP NEVADA INC.

ADDRESS: 4685 BERG ST.
N. LAS VEGAS, NV 89081

DATE: 8-27-08

CAMCO-MW 00133

HELIX-TR-EX-522-0089

UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

Property Location: Manhattan West Condos

Undersigned's Customer: The Masonry Group

Invoice/Payment Application Number: Final

Payment Amount: No Money due

Amount of Disputed Claims: zero

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.

Dated: 09-02-08

Calico Construction
By: Jennifer Segal
Its: A/R Manager

CAMCO-MW 00134

HELIX-TR-EX-522-0090

A ThyssenKrupp Services company

ThyssenKrupp Safway, Inc.

ThyssenKrupp

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name:	MANHATTEN WEST
Property Location:	SERENE/LAS VEGAS BLVD SOUTH
Undersigned's Customer:	THE MASONRY GROUP
Invoice/Payment Application Number:	FINAL
Payment Amount:	-0-
Amount of Disputed Claims:	-0-

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: 8-27-08

Safway Services, Inc.
Company Name

By: [signature]

Its: Office Mgr.

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. Harmon Avenue
Las Vegas, NV 89103 USA

Phone: (702) 731-1418
Fax: (702) 731-1537
Internet: www.safway.com

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

SIERRA
READY MIX

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
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 MIX, LLC
Company

Liz Weeks

Title: Accounts Receivable

SUPERLITE BLOCK an Oldcastle company

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: $2,230.13

AMOUNT OF DISPUTED CLAIMS: $ -0-

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: Jeanne Domingney
ITS: Credit Dept.

CAMCO-MW 00137

HELIX-TR-EX-522-0093

ALLIED BUILDING MATERIALS

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Property Name: - MANHATTEN WEST

Property Location: - RUSSELL / ROCKY WOOD HILLS, LAS VEGAS, NEVADA

Undersigned's Customer: APCO CONSTRUCTION / THE MASONRY GROUP

Invoice/Payment Application Number: "SEE REVERSE"

Payment Amount: $14,273.75

Disputed Claims: $-0-

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)

By: Teresa Yubeta

Its: Teresa Yubeta, Asst. Controller

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

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

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

47-662279
124-2957.

Vendor / Materials

		AMOUNT
gas -		194.78
15% handling fee for materials		
		$194.78

Hours of Labor workers and rate

	Date	Regular Hours		Overtime Hours		Total Hours	Total Due
		Total hrs. Worked	$50.00	Total hrs Worked	$65.00		
Workers	8/11/2008	32	$1,600.00	8	$520.00	40	$2,120.00
Workers	8/12/2008	24	$1,200.00	6	$390.00	30	$1,590.00
Workers	8/13/2008			12	$780.00	12	$780.00
Workers	8/14/2008	18	900.00		$0.00	18	$900.00
Workers	8/15/2008	8	400.00		$0.00	8	$400.00
					$0.00		$0.00
					$0.00		$0.00
					$0.00		$0.00
					$0.00		$0.00
Total for Hours of labor							$5,790.00

TRUCK W/GENERATOR /EQUIPMENT

DATE	# OF TRUCKS AT SITE	RATE PER TRUCK	HRS AT SITE	Total Due
8/11/2008	2	$11.00	10	$220.00
8/12/2008	2	$11.00	10	$220.00
8/13/2008	1	$11.00	4	$44.00
8/14/2008	1	$11.00	6	$66.00
8/15/2008	1	$11.00	8	$88.00
		Total for Truck w/ Equipment		$638.00

TOTAL 6,622.78

All material is guaranteed to be e 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/oo

In Accordance to our agreement

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT:	MANHATTAN WEST CONDO
LOCATION:	9205 - 9255 · W. RUSSELL LV 89148
PROJECT CONTACT INFO:	RANDY NICKOLL · JOE DEHAAS

MONDAY

DATE	WORKER	TIME IN	TIME OUT	
8-11-08	JOSE LUIS CORTEZ	7 AM	5 PM	10
	JOSE RODARTES	7 AM	5 PM	10
	EUSONIO RODAS	7 AM	5 PM	10
	BENOSTO LUZANILLA	7 AM	5 PM	10
	TWO TRUCK	7 AM	5 PM	10/10
				40 HRS

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

APCO CONSTRUCTION
Verification Of Hours Only
RXB 8/18/08

GAVE COPY TO: _____

CAMCO-MW 00141

HELIX-TR-EX-522-0097

JA004133

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT:	MANHATTAN WEST CONDO
LOCATION:	9205 - 9255 W. RUSSELL LV. 89148
PROJECT CONTACT INFO:	RANDY NICKELL - JOE DEHAAS

TUESDAY

DATE	WORKER	TIME IN	TIME OUT	
8-12-08	JOSE LUIS CORTEZ	7 AM	5 PM	10
8-12-08	JOSE RODARTE	7 AM	5 PM	10
	ERNESTO LUZANILLA	7 AM	5 PM	10
	TOM TRUJILLO	7 AM	5 PM	10
			30 HRS	
			APCO CONSTRUCTION Verification Of Hours Only	
			8/18/08	

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00142

HELIX-TR-EX-522-0098

JA004134

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT:	MANHATTAN WEST CONDO
LOCATION:	9205 - 9255 W. RUSSELL LV 89148
PROJECT CONTACT INFO:	RANDY NICKOLL - JOE DEHAAS

WEED.

DATE	WORKER	TIME IN	TIME OUT
8-13-08	JOSE LUIS CORTEZ	4 PM	8 PM
	JOSE RODARTE	4 PM	8 PM
	ERNESTO LUZANILLA	4 PM	8 PM
	ONE TRUCKS	4 PM	8 PM.
			12 HRS OT
			APCO CONSTRUCTION Verification Of Hours Only
			BDB 8/18/08

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00143

HELIX-TR-EX-522-0099

JA004135

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT:	MANHATTAN WEST CONDO
LOCATION:	9205 - 9255 W. RUSSELL LV 89148
PROJECT CONTACT INFO:	RANDY NICKOLL - JOE DEHAAS

THURSDAY

DATE	WORKER	TIME IN	TIME OUT	
8-14-08	JOSE LUIS CORTEZ	6 AM	12 PM	6
	JOSE ROBERTO	6 AM	12 PM	6
	BRUSTO LUZANILLA	6 AM	12 PM	6
	ONE TRUCKS.			N/A
			18 HRS	
			APCO CONSTRUCTION Verification Of Hours Only	
			BDS 8/18/08	

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00144

HELIX-TR-EX-522-0100

JA004136

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT: MANHATTAN WEST CONDO
LOCATION: 9205 - 9255 W. RUSSELL LV 89148
PROJECT CONTACT INFO: RANDY NICKELL - JOE DEHAAS

FRIDAY

DATE	WORKER	TIME IN	TIME OUT
8-15-08	ERNESTO LUZANILLA	6 AM	3 PM
	ONE TRUCK.	6 AM	3 PM.
	NO TIME		
			APCO CONSTRUCTION Verification Of Hours Only
			BOB 8/18/08

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00145

Terrible Herbst 274
1395 Lake Mead Pkwy
Henderson, Nv

Terrible Herbst #2
1395 Lake Mead Pkw Henderson NV
STN# 00209203

Cash Receipt

Pump#4 Prepay		20.00
Items: 1	Subtotal	20.00
Tax		0.00
Total		20.00
Cash		$20.00
CHANGE DUE		0.00

1438860a112s1049tt 06/12/08 19:41:45

Thank You
Come Again

Owe money

Manhattan

CAMCO-MW 00146

HELIX-TR-EX-522-0102

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
Phone 702-297-1212

Thank You

1 FUEL PREPAY #08	$40.00
TOTAL	$40.00
CASH TENDER	$40.00

Thank You

Manhattan

CAMCO-MW 00147

ARCO AM/PM FAC#82523
551 N. Lamb Blvd.
Las Vegas, NV 89110
Store: 82523

08-13-2008 07:34:32 Register: 3
CLERK:2144
07:34:32 Sale no:347849

Item	Sz Qt	Total $
Prepd gas 4 * FUEL SALE *	4 1.000G @ 1.000	40.00

Sub Total.....$	40.00
Tax.....$	0.00
Total.....$	40.00
Cash.....$	100.00
Change.....$	60.00

THANK YOU!

Manitoba

REBEL OIL #47
650 US HWY 95
SEARCHLIGHT, NV 89046
/R 1 /S 1 /T 266 /C 11
08/13/2008 12:44:16 Store#0047
Phone 702-297-1212

Thank You

1 FUEL PREPAY #07	$30.00
TOTAL	$30.00
CASH TENDER	$100.00
CHANGE DUE	$70.00

Thank You

Manhattan

CAMCO-MW 00149

HELIX-TR-EX-522-0105

5

CITY 5

CITY STOP 5
1200 N TOWN CTR
LAS VEGAS,NV 89144

	12:03
08/14/08	Pump 6
PREPAID	$40.00
FUEL	$40.00
SUBTOT	$40.00
TOTAL	$50.00
CASH	
	$40.00
TL/NOTAX	$0.00
TAX PD	$10.00
CHANGE	
RECEIPT NO.	1-2441

WE APPRECIATE
YOUR BUSINESS

Newhallan

CAMCO-MW 00150

Monica

Grn Horizon Chevron
2200 W Horizon Ridge
Henderson, Nv

Green Horizon Chevro
2200 W Horizon Rd. Henderson NV
STR# 00205525

Cash Receipt

Pump#3 Prepay		7.00
Items: 1	Subtotal	7.00
Tax		0.00
Total		7.00
Cash		$7.00
CHANGE DUE		0.00

14425e102s1111 08/14/08 13:03:34

Thank You
Please Come Again

Manhattan

$200.00 given to Petty Cash
Letter from Monica Personal

CAMCO-MW 00151

HELIX-TR-EX-522-0107

JA004143

COPY

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

COPY

Thank You

1 COKE POWERADE 32oz M	$1.59 N
1 COKE POWERADE 32oz M	$.63 N
1 AUG PHRADE	$.00
1 FUEL PREPAY #06	$17.78
TOTAL	$20.00
CASH TENDER	$20.00

Thank You

Manhattan

COPY

COPY

CAMCO-MW 00152

HELIX-TR-EX-522-0108

JA004144

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

Date	8/21/2008
Invoice	8210803
Phone	249-6705
Fax	738-3820

To: Apco Construction
Attn: Randy / Accounting
Work Order Number: 168-Curtain Wall Support Angles

Vendor / Materials

		AMOUNT
15% handling fee for materials		
	MATERIAL TOTAL FOR 8/8 - 8/11	$0.00

Hours of Labor workers and rate

	Date	Regular Hours		Overtime Hours		Total Hours	Total Due
		Total hrs. Worked	$50.00	Total hrs. Worked	$85.00		
Workers	8/16/2008	8	$400.00	3	$195.00	11	$595.00
Worker	8/16/2008	8	$400.00	0	$0.00	8	$400.00
					$0.00		$0.00
					$0.00		$0.00
					$0.00		$0.00
					$0.00		$0.00
					$0.00		$0.00
					$0.00		$0.00
					$0.00		$0.00
				Total for Hours of labor			$995.00

TRUCK W/GENERATOR /EQUIPMENT

DATE	# OF TRUCKS AT SITE	RATE PER TRUCK	HRS AT SITE	Total Due
8/16/2008	1	$11.00	20	$220.00
		$11.00		$0.00
		$11.00		$0.00
		Total for Truck w/ Equipment		$220.00

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 _____

Manhattan

Ernesto

7-ELEVEN
3190 N. LAMB BLVD.
LAS VEGAS NV 891153478
7026516249
STORE#: 32294
TRY OUR FRESH SANWICHES
MADE FRESH DAILY

	60.00
D#9 PREPAY	
	60.00
SUBTOTAL	60.00
TOTAL DUE	60.00
CASH	

THANK YOU FOR SHOPPING 7 ELEVEN
SPEAK OUT AND BOOST WIRELESS PHONES
***** REPRINT *****
T#02 OP16 T#[illegible] 08/08/21 07:17 am

Ernesto
60 $

CAMCO-MW 00155

HELIX-TR-EX-522-0111

4

1

CITY STOP 4
3320 N LV BLVD
702-644-1048

	11:42
08/20/08	Pump 1
PREPAID	$30.00
FUEL	~~$34.42~~
~~Manpb Lte B~~	$34.75
TOTAL	$40.00
CASH	
TL/NOTAX	$34.41
TAX PD	$0.34
CHANGE	$5.25
RECEIPT NO.	1-6555

THANK YOU FOR
YOUR BUSINESS

Mentalton

CAMCO-MW 00156

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT:	MANHATTAN WEST CONDO
LOCATION:	9205 - 9255 W. RUSSELL LV 89148
PROJECT CONTACT INFO:	RANDY NICKELL - JOE DEHAAS

MONDAY

DATE	WORKER	TIME IN	TIME OUT	
8-18-08	ERNESTO LUZANILLA	6 AM	3 PM	9 HRS
	ONE TRUCK	6 AM	3 PM.	

8/27/08

Verification of Hours Only

CAMCO CONSTRUCTION

Omega Iron Works

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00157

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT:	MANHATTAN WEST CONDO
LOCATION:	9205 - 9255 W. RUSSELL LV 89148
PROJECT CONTACT INFO:	RANDY NICKOLL - JOE DEHAAS

TUESDAY

DATE	WORKER	TIME IN	TIME OUT
8-19-08	ERNESTO LUZANILLA	6 AM	9 AM
	1 TRUCK		
	NO FORKLIFT		

3 HRS

APCO CONSTRUCTION
Verification Of Hours Only
BDB 8/27/08
CURRENT WITH SUPPORTS

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00158

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT: Manhattan West. Condom.
LOCATION: 9205-9255 W. Russell, Las Vegas NV 89148
PROJECT CONTACT INFO: Randy Nickell - Joe Dehaas

WOSD.

DATE	WORKER	TIME IN	TIME OUT
8-20-0	Ernesto	8AM	2 PM
	Me. Truck	8AM	2PM

6 HRS

APCO CONSTRUCTION
Verification Of Hours Only
8/27/08
Construction Supervisor

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00159

HELIX-TR-EX-522-0115

JA004151

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT: Manhattan West Condo
LOCATION: 9205-9255 W. Russell, Las Vegas NV 89148
PROJECT CONTACT INFO: Randy Nickell - Joe DeHaas

Tkweed.

DATE	WORKER	TIME IN	TIME OUT
8/21/08	Ernesto	6AM	3pm
	one truck	6AM	3pm
		APCO CONSTRUCTION Verification Of Hours Only	
			8/27/08
		Cummins Rippers	

94 hrs

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00160

HELIX-TR-EX-522-0116

OSSIS IRON WORKS

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

DAILY LABOR REPORT

PROJECT:	MANHATTAN WEST CONDO
LOCATION:	9205 - 9255 W. RUSSELL LV 89148
PROJECT CONTACT INFO:	RANDY NICKOLL - JOE DeHAAS

DATE	WORKER	TIME IN	TIME OUT	
8-16-08	ERNESTO LOZANILLA	6 AM	6 PM	12
	LEO MARTINEZ	6 AM	2 PM	8
	1 TRUCK WORK	6 AM	6 PM.	N/B
				20 HRS
				APCO CONSTRUCTION Verification Of Hours Only
				BDB 8/19/08

APPROVAL SIGNATURE OF AUTHORIZED OSSIS IRON WORKS PERSONNEL / DATE

GAVE COPY TO: _____

CAMCO-MW 00161

HELIX-TR-EX-522-0117

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

Date 8/27/2008
Invoice 8270801

To: Apco Construction
Attn: Randy / Accounting
Work Order Number: 168-Curtain Wall Support Angles

Phone 249-6705
Fax 736-3820

Vendor / Materials

			AMOUNT
8/20/2008	CITY STOP.		30.00
8/21/2008	7 ELEVEN		60.00
8/18/2008	7 ELEVEN		40.00
	15% handling fee for materials		
		MATERIAL TOTAL FOR 8/18 - 8/21	$130.00

Hours of Labor workers and rate

	Date	Regular Hours		Overtime Hours		Total Hours	Total Due
		Total hrs. Worked	$50.00	Total hrs Worked	$65.00		
Workers	8/18/2008	8	$400.00	0.5	$32.50		$432.50
Workers	8/19/2008	3	$150.00	0	$0.00		$150.00
Workers	8/20/2008	6	$300.00		$0.00		$300.00
Workers	8/21/2008	8	$400.00	0.5	$32.50		$432.50
field mngr					$0.00		$0.00
owner					$0.00		$0.00
Workers					$0.00		$0.00
field Mngr					$0.00		$0.00
owner					$0.00		$0.00
				Total for Hours of labor			$1,315.00

TRUCK W/GENERATOR /EQUIPMENT

DATE	# OF TRUCKS AT SITE	RATE PER TRUCK	HRS AT SITE	Total Due
8/18/2008	1	$11.00	9	$99.00
8/19/2008	1	$11.00	3	$33.00
8/20/2008	1	$11.00	6	$66.00
8/21/2008	1	$11.00	9	$99.00
		Total for Truck w/ Equipment		$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 _____

$50 8/18 Manhattan

7-ELEVEN
3180 N. LAMB BLVD.
LAS VEGAS NV 891153478
7026516249
STORE#: 32294
TRY OUR FRESH SANWICHES
MADE FRESH DAILY

D#11 PREPAY	40.00
SUBTOTAL	40.00
TOTAL DUE	40.00
CASH	40.00

THANK YOU FOR SHOPPING 7 ELEVEN
SPEAK OUT AND BOOST US PHONES
***** REP *****
T#02 OP23 TRN0251 PM

Due $4000

CAMCO-MW 00164

HELIX-TR-EX-522-0120

TRI-CITY DRYWALL INC.

200 COMMERCE PARK CT. ♦ N. LAS VEGAS, NV 89032
PHONE 891-0520 ♦ FAX 891-0811

~~133~~ / 633
~~2094~~
~~4787~~

TO: Yvonne DATE: 9/4/08
TIME:
FROM: Shannon RE: August Invoice

NUMBER OF PAGES INCLUDING COVER SHEET: 33

_____ FOR YOUR USE

_____ FOR REVIEW AND COMMENT

_____ STOCK

_____ DELIVERY

_____ AS REQUESTED

_____ OTHER

COMMENTS: I've included the change order invoices as well. I copy of these were also given to APCO since I'm not sure what we are doing with them yet!

Tri-City Drywall Inc.
200 Commerce Park Ct.
N. Las Vegas, NV 89032

Phone #
891-0599

INVOICE

DATE	INVOICE #
8/25/2008	13722

BILL TO
APCO Construction 3432 N. 5th St. N. Las Vegas, NV 89032

P.O. NO.	TERMS	DUE DATE	PROJECT
	Due By 30th	9/30/2008	Manhattan West C...

ITEM	DESCRIPTION	AMOUNT
Frame	Frame complete & drywall 75% complete @ Bldg. 3	80,500.00
Frame	Frame hard lids & part of the 8th floor. Complete lay-out for 9th floor. @ Bldg. 7	52,675.00
Frame	Frame soffits - floors 1-3 & frame corridors - floors 1-2. Hang drywall on walls on 4th floor & tape units on floors 1-2 & part of 3 @ Bldg. 8	130,000.00
Frame	Frame soffits - floors 1-3 & frame corridors - floors 1-2. Hang drywall on walls on 4th floor & tape units on floors 1-2 @ Bldg. 9	125,000.00
Less 10% Ret	Less 10% Retention	-38,817.50

TOTAL	$349,357.50

CAMCO-MW 00166

HELIX-TR-EX-522-0122

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702 (INSTRUCTIONS ON REVERSE SIDE) PAGE 1 OF 1

TO CONTRACTOR: APCO Construction
3432 N. 5th Street
North Las Vegas, NV 89032

PROJECT:

APPLICATION NO: 7 Distribution to:
PERIOD: Aug-08 ☐ OWNER
PROJECT NOS.: ☐ ARCHITECT
☐ CONTRACTOR
CONTRACT DATE: ☐

FROM CONTRACTOR: Tri-City Drywall, Inc.
200 Commerce Park CL
North Las Vegas, NV 89032

VIA ARCHITECT:

CONTRACT FOR: Manhattan West

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation sheet. AIA Document G703 is attached.

1. ORIGINAL CONTRACT SUM ..... $ 4,128,100.00

2. Net change by Change Orders ..... $ 204,000.00

3. CONTRACT SUM TO DATE (Line 1 +\- 2) ..... $ 4,332,100.00

4. TOTAL COMPLETED & STORED TO DATE ..... $ 2,936,032.50
(Column G on G703)

5. RETAINAGE
a. 10 % of completed work $ 293,603.25
(Columns D + E on G703)

b. 10 % of Stored Material $ -
(Columns F on G703)

Total Retainage (line 5a 5b or total in column I on G703) ..... $ 293,603.25

6. TOTAL EARNED LESS RETAINAGE ..... $ 2,642,429.25
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 form prior Certificate) ..... $ 2,293,071.75

8. CURRENT PAYMENT DUE ..... $ 349,357.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) $ 1,689,670.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
TOTAL CHARGES APPROVED IN PREVIOUS MONTHS BY OWNER	204,000.00	
Total approved this Month	-	
TOTALS	204,000.00	0
NET CHANGES by change order		204,000.00

The undersigned contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payments were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR: Tri-City Drywall, Inc.

By: _____ Date: _____

State of: NEVADA
County of: CLARK
Subscribed and sworn to before me this 25th day of Aug, 2008

SHANNON MITCHELL
Notary Public, State of Nevada
Appointment No. 00-61587-1
My Appt. Expires Feb 28, 2012

Notary Public Shannon Mitchell

My Commission expires: 2/28/12

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and data comprising this application, the Architect certifies to the Owner that to the best of the architect's knowledge, information and belief the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation sheet that are changed to conform to the amount certified)

ARCHITECT:
By _____ Date: _____

This Certificate is not negotiable. The amount certified is payable to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

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 retaining for line items may apply

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATIONS (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 (IF VARIABLE RATE)
1	Bldg. 2	302,000.00	$ 300,000.00	$ -		$ 300,000.00	99.34%	$ 2,000.00	$ 30,000.00
2	Bldg. 3	302,000.00	$ 170,000.00	$ 80,500.00		$ 250,500.00	82.95%	$ 51,500.00	$ 25,050.00
3	Bldg. 7	1,620,000.00	$ 788,725.00	$ 52,675.00		$ 841,400.00	51.94%	$ 778,600.00	$ 84,140.00
4	Bldg. 8	952,050.00	$ 502,000.00	$ 130,000.00		$ 632,000.00	66.38%	$ 320,050.00	$ 63,200.00
5	Bldg. 9	952,050.00	$ 583,132.50	$ 125,000.00		$ 708,132.50	74.38%	$ 243,917.50	$ 70,813.25
6	Change Order #00001	204,000.00	$ 204,000.00	$ -		$ 204,000.00	100.00%	$ -	$ 20,400.00
7			$ -				#DIV/0!	$ -	$ -
8		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
9		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
10		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
11		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
12		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
13		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
14		-	$ -	$ -		$ -	#DIV/0!	$ -	$ -
15		-		$ -		$ -	#DIV/0!	$ -	$ -
16									
17									
18									
19									
20									
21									
22									
23									
		4,332,100.00	$ 2,547,857.50	$ 388,175.00	$ -	$ 2,936,032.50	67.77%	$ 1,396,067.50	$ 293,603.25

AIA DOCUMENT G703

TRI-CITY DRYWALL INC.
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

Undersigned's Customer: APCO Construction

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 waive any notice of lien, any private bond right, and 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 Paymnet Amount or such portion of the Payment Amount as the undersigned is actually paid, and does not cover any retention 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 s/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

Tri-City Drywall, Inc.
Company Name
By: Jesse L. Enterkin
Its: President
TITLE

TRI-CITY DRYWALL INC.
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 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.

PRINTED NAME	SIGNATURE	DATE
Hector Perez	[illegible]	8-25-08
Cesar Torres	Cesar Torres	
Jesus Cruz	Jesus Cruz	
Leonel Torres	[illegible]	
Miguel Urchiga	[illegible]	
Alvaro Marrufo	Alvaro M.	
Joaquin Morgan	Joaquin Morgan	
Jose de Jesus Avila	Jose de Jesus Avila	
Eulalio Perez		
Antonio Arzaldo	Antonio Arzaldo	

SUBCONTRACTOR: Tri-City Drywall, Inc.

ADDRESS: 200 Commerce Park Ct.
N. Las Vegas, NV 89032

DATE: Aug. 25, 2008

CAMCO-MW 00170

HELIX-TR-EX-522-0126

TRI-CITY DRYWALL INC.
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 resoective dates specified opposite the signatures of the undersigned.

PRINTED NAME	SIGNATURE	DATE
Jose S Lopez	Jose S Lopez	8-25-08
Hector Garibay	[illegible]	
Oswaldo Blanco	[illegible]	
Noe Lopez R	Noe Lopez R	
Ismael Arechiega	Ismael Arechiega	
[illegible]	[illegible]	
Ricardo del Rio	[illegible]	
RAMON PEREZ	RAMON PEREZ	
[illegible]	[illegible]	

SUBCONTRACTOR: Tri-City Drywall, Inc.

ADDRESS: 200 Commerce Park Ct.
N. Las Vegas, NV 89032

DATE: Aug. 25, 2008

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

(NRS 108.2457 & NRS 339)

Job No.: _____
TRI-CITY DRYWALL INC
200 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
Invoice/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 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 abovedescribed 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 work, materials or equipment that are the subject of this waiver and release.

Dated: 8/26/2008

Pamela C. Carr

Pamela C Carr
Finance Rep
Pape Material Handling DBA Pape Rents

Tracking Number: 10441624
Waiver Number: 250371

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: MANHATTAN WEST BLDG 3&7-9

Property Location: RUSSELL/215 LAS VEGAS, NV

Undersigned's Customer: TRI-CITY DRYWALL

Invoice/Payment Application Number: 30829 30908 30918 31055 30884 31241 31450 31526 31562 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 34358 34498 35051 34578 34580 34728 34783 34832 34833 34837 34838 34917 35120 35145 35209 35271 35272 35274 35275 35277 35396 35435 35449 35526 35769 35772 35854 35931 35982 36064 36084 36085 36126 36128 36158 36165 36454 36261 36406 36510 36597 36697 36768 36792 36819 36875 36914 37003 37142 37203 37334 37426 37472 37667 37800 38013 38025 38059 38137 38297 38353 38379 38465 38466 38554 38590 38729 38679 38881 38882 38900 38905 38914 38915 39040 39087 39147 39161 39322 39439 39249 39349 39371 39468 39832 39492 39595 39605 39706 39707 39836 39962 39967 39977 40104 40126 40179
Payment Amount: $ 640,178.03

Payment Period: THRU 8/25/08

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 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, 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 Prebuild

By: Susan McCarver
Its: CREDIT MANAGER

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: .MANHATTAN WEST BLDG 3 & 7-9.....
Property Location: .....LAS VEGAS, NV.....
Undersigned's Customer: ..TRI-CITY DRYWALL, INC.....
Invoice/Payment Application Number: .3154526, 3154952, 3155096.....
Payment Amount: .....82508.62.....
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 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 work, materials or equipment that are the subject of this waiver and release.

Dated: ...8-27-08.....

.....TOMARCO.....
(Company Name)

By: .....

Its: ..Administrator.....

Exhibit_H_conditional_ion_waiver_progress_payment[2] [Client-Matter]

CAMCO-MW 00174

HELIX-TR-EX-522-0130

Tri-City Drywall Inc.
200 Commerce Park Ct.
N. Las Vegas, NV 89032

Phone #
891-0599

INVOICE

DATE	INVOICE #
8/26/2008	13726

BILL TO
APCO Construction 3432 N. 5th St. N. Las Vegas, NV 89032

P.O. NO.	TERMS	DUE DATE	PROJECT
	Due By 30th	9/30/2008	Manhattan West C...

ITEM	DESCRIPTION	AMOUNT
Change Order #	Change Order # 5 @ Manhattan West	3,900.00
Change Order #	Change Order # 6	40,000.00
Change Order #	Change Order # 8	2,855.77
Change Order #	Change Order # 9	450.00
Change Order #	Change Order #10	2,400.00
Change Order #	Change Order # 11	375.00
Change Order #	Change Order # 12	2,400.00
Change Order #	Change Order # 13	5,850.00
Change Order #	Change Order # 14	2,000.00
Change Order #	Change Order # 15	1,400.00
Change Order #	Change Order # 16	6,750.00
Change Order #	Change Order # 17	6,750.00
Change Order #	Change Order # 18	4,000.00
Less 10% Ret	Less 10% Retention	-3,913.08

TOTAL $75,217.69

CAMCO-MW 00175

Office 891-0899
Fax 891-0811

TRI-CITY DRYWALL INC.

CHANGE ORDER

No. ~~4~~ (5)

DATE	JOB NUMBER
5/12/08	
JOB NAME/LOCATION	
Manhattan West	
Bldg. 8 & 9	
DATE OF EXISTING CONTRACT	EXISTING CONTRACT NO.

to APCO Construction
2432 N. 5th St.
N. Las Vegas NV 89032

We hereby agree to make the change(s) specified below:

Remove drywall from stacked units on the 1st floor of Bldg. 8 & 9 due to superintendent for APCO asking to unload the floors. We were told to stack the 1st floor on each Building minus the corridor & the 5 unit.

WE AGREE hereby to make the change(s) specified above at this price ➪	$ 3,900	00
DATE 5/12/08	PREVIOUS CONTRACT AMOUNT $	
AUTHORIZED SIGNATURE	REVISED CONTRACT TOTAL $	

ACCEPTED -- The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____

CAMCO-MW 00176

HELIX-TR-EX-522-0132

Tri City Drywall
Manhattan West

500.00 per day (Boom Truck 3 days operation)
1500.00 Total (1400 per 5/8 Drywall Moved)
1950.00 (78 Hours of Man labor) 8 hrs = 3 days
@ 25.00 per hour

Should have been 5250.00
Reduced to 3900.00

Thanks
J.D. Garrett

FAXED By: C
Date: 7/1/08
D. Randy

CAMCO-MW 00177

HELIX-TR-EX-522-0133

TRI-CITY DRYWALL INC.

CHANGE ORDER

No. 6

DATE	JOB NUMBER
2-19-08	
JOB NAME/LOCATION	
MANHATTAN WEST	
DATE OF EXISTING CONTRACT	EXISTING CONTRACT NO.

To APCO CONST
3432 N. 5TH ST.
N.L.V. NV. 89032

We hereby agree to make the change(s) specified below:

6" METAL FRAMING FOR PONYWALLS.
ANGLE METAL INSTALLED & CAN LIGHTS
BUILDING #8 20,000.00
BUILDING #9 20,000.00

SEE ADDITIONAL PAGE: BUILDING + UNIT BREAKDOWN

WE AGREE hereby to make the change(s) specified above at this price ⇨		$ 40,000	00
DATE 2-19-08	PREVIOUS CONTRACT AMOUNT	$	
AUTHORIZED SIGNATURE Jesse L. Valentin	REVISED CONTRACT TOTAL	$	

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance _____

Signature _____

CAMCO-MW 00178

HELIX-TR-EX-522-0134

TRI-CITY DRYWALL INC.
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

1st floor	per unit	units	cost	2nd floor	per unit	units	cost
A1	$250.00	1	$250.00	A1	$250.00	1	$250.00
B1	$250.00	2	$500.00	B1	$250.00	2	$500.00
B3	$300.00	3	$900.00	B3	$300.00	3	$900.00
B4	$300.00	4	$1,200.00	B4	$300.00	4	$1,200.00
B5	$300.00	2	$600.00	B5	$300.00	2	$600.00
B6	$250.00	2	$500.00	B6	$250.00	2	$500.00
C1	$250.00	2	$500.00	C1	$250.00	2	$500.00
C2	$250.00	2	$500.00	C2	$250.00	2	$500.00
S	$50.00	1	$50.00	S	$50.00	1	$50.00
		units	total			units	total
		19	$5,000.00			19	$5,000.00

3rd floor	per unit	units	cost	4th floor	per unit	units	cost
A1	$250.00	1	$250.00	A1-L	$250.00	1	$250.00
B1	$250.00	2	$500.00	B1	$250.00	2	$500.00
B3	$300.00	3	$900.00	B3-L	$300.00	3	$900.00
B4	$300.00	4	$1,200.00	B4-L	$300.00	4	$1,200.00
B5	$300.00	2	$600.00	B5-L	$300.00	2	$600.00
B6	$250.00	2	$500.00	B6	$250.00	2	$500.00
C1	$250.00	2	$500.00	C1	$250.00	2	$500.00
C2	$250.00	2	$500.00	C2	$250.00	2	$500.00
S	$50.00	1	$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
Building 9	Total	$20,000.00

Change Order Total $40,000.00 6" product

CAMCO-MW 00179

HELIX-TR-EX-522-0135

TRI-CITY DRYWALL INC.

CHANGE ORDER

No. 8

DATE	JOB NUMBER
7/14/08	
JOB NAME/LOCATION: Manhattan West Blag. 2	
DATE OF EXISTING CONTRACT	EXISTING CONTRACT NO.

To APCO Const.
3432 N. 5th St.
N. Las Vegas NV 89032

We hereby agree to make the change(s) specified below:

Replace a section of wall in Bldg. 2 North-west end from ~~5th~~ floor to the Roof ~~[illegible]~~. The ironworkers had cut & removed our bracing from the wall. They also had their garbage piled against the wall. The weight of the trash along with the cut bracing are the main reasons the wall failed when the wind gust.

Breakdown on back

Material: 30 pcs. 18' x 6" Studs 18 GA & 20 pcs. 5/8" Dens Glass
10 pcs. 10' x 6" Track 18 GA = $1,021.51

Labor to frame:

116 Hrs. @ time & a half = $57.36 x 116 = $9,17.76

8 Hrs. @ regular time to hang Dens-Glass = $38.24 x 8 = $305.9

185' Boom for 2 days = $610.58

WE AGREE hereby to make the change(s) specified above at this price ⇨	$2,855	77
DATE July 14, 2008 — PREVIOUS CONTRACT AMOUNT	$	
AUTHORIZED SIGNATURE [signature] — REVISED CONTRACT TOTAL	$	

ACCEPTED — The above prices and specifications of this Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.

Date of acceptance 7-14-08

Signature [signature]

Over →

CAMCO-MW 00180

HELIX-TR-EX-522-0136