

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA

In re:
FONTAINEBLEAU LAS VEGAS HOLDINGS,
LLC, *et al.*,

Case No. 09-21481-BKC-AJC

Chapter 11

Debtors.

(Jointly Administered)

FONTAINEBLEAU LAS VEGAS LLC,

Plaintiff,

v.

BANK OF AMERICA, N.A., *et al.*,

Adv. Pro. No. 09-01621-ap-AJC

Defendants.

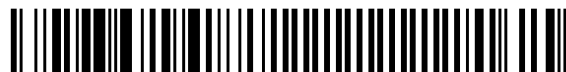
DECLARATION OF ROBERT W. BARONE

I, Robert W. Barone, being duly sworn, hereby declare as follows:

1. I am a Senior Vice President and Principal of Inspection and Valuation International, Inc. My business address is 106 Corporate Park Drive, Suite 417, White Plains, New York 10604.

2. All of the facts in this declaration are known to me personally or from my review of relevant business records. If called as a witness I could and would testify competently to all facts set forth herein.

3. I have been employed by IVI since 1984. I have over 25 years of experience in the construction industry. I have worked on a wide range of projects in the commercial and residential areas, with a strong concentration in complex mixed-used projects. During my career, I have been responsible for reviewing development proposals and providing



owner representation services for foreign governments, major lending institutions and equity investors.

4. During my career at IVI, I have been responsible for monitoring a number of large mixed-use construction projects, including several in the gaming industry. These projects have included the Wynn Las Vegas, a \$2.5 billion, 5,200,000 Square Foot Gross (“SFG”) resort and casino in Las Vegas, Trump International Hotel and Tower, a \$600 million 96-story mixed-used building in Chicago, The Cosmopolitan, a \$2.0 billion, approximately 6,000,000 SFG resort and casino in Las Vegas; Time-Warner Center, an \$860 million, 2,800,000 SFG mixed used building in Manhattan, Xanadu, a \$1.2 billion, 5,900,000 SFG enclosed mall in East Rutherford New Jersey, and Atlantis – Phase III, a \$730 million expansion of the Nassau, Bahamas resort.

5. I have an associate degree in architecture and engineering and am a registered architect in New York State. I am also a LEED Accredited Professional. LEED stands for Leadership in Energy and Environmental Design and pertains to a set of standards for environmentally sustainable construction.

6. In May 2007, IVI was retained by Bank of America, on behalf of a group of lenders, to serve as a construction consultant to oversee the construction of Fontainebleau Las Vegas, a 63-story, 8,749,063 SFG casino resort located on “The Strip” in downtown Las Vegas (the “Project”).

7. I was designated to be the Principal for this engagement. The Senior Project Manager for this Project was Paul R. Bonvicino., Jr., who reported directly to me.

8. IVI’s responsibilities included monitoring documentation and information provided by Fontainebleau and the General Contractor for the Project, Turnberry West

Construction, Inc. (“Turnberry”), concerning the progress of the Project and whether, among other things: (i) it was being built according to the appropriate plans and specifications, (ii) it remained on schedule to be completed by the Scheduled Opening Date, (iii) all project costs for which Advances were requested were properly substantiated, (iv) all future costs required to complete the Project were being accurately reported, (v) the Project remained within the approved budget, and (vi) an adequate contingency balance was maintained for potential additional costs that were not specifically budgeted for.

9. In this role, we reviewed materials made available to us by Fontainebleau and Turnberry.

10. The Master Disbursement Agreement, dated as of June 6, 2007 (the “Disbursement Agreement”) set forth numerous conditions and requirements associated with the Project, including preconditions that had to be met and documented and representations that had to be made by Fontainebleau in order to obtain Advances to pay Project Costs. One of IVI’s responsibilities was to review the Advance Requests that Fontainebleau submitted each month and to report to Bank of America and the other lenders on the adequacy and appropriateness of the information submitted, insofar as it related to construction costs at the Project.

11. On January 30, 2009, IVI issued its Project Status Report No. 21. Attached hereto as Exhibit 1 is a true and complete copy of this January 30, 2009 Report. In performing the review and analysis to prepare this Report, IVI became concerned that Fontainebleau was not fully or accurately reporting all of the Remaining Costs associated with the Project. Each month, the General Contractor, Turnberry, was required to provide us with an Anticipated Cost Report (“ACR”). The ACR was supposed to include an estimate of Anticipated Additional Costs, representing a worst case projection of additional costs that might be incurred

in the future based, in part, on additional expenses, or “change orders,” that had been submitted by the subcontractors. As we stated in our January 30, 2009 Report, IVI was concerned about the completeness and accuracy of the ACR. Specifically, we wrote, “While the Anticipated Cost Report indicates the Project is expected to stay within budget, IVI is concerned that all the subcontractor claims have not been fully incorporated in the report and potential acceleration impact to meet the schedule has not been included.” Exhibit 1 (January 30 Report at page 7).

12. The “potential acceleration impact” mentioned in the January 30 Report was a reference to the fact that the construction of the Podium portion of the Project appeared to be behind schedule. Consequently, the projected completion date was aggressive and work on the Podium—an area of the Project that would house the casino and retail space—would have to be accelerated in order to meet that date. Normally, such work accelerations result in overtime and other additional expenses and we were concerned that not all of these anticipated costs were included in the ACR. As we noted in the January 30 Report, although Fontainebleau and the General Contractor were projecting a project surplus of approximately \$50,000,000, “that is suspect pending potential contractor claims to accelerate the schedule to meet the aggressive target.” Exhibit 1 (January 30 Report at page 7).

13. We were also concerned that costs associated with “pending” owner change orders that already existed as of our January 30 Report—*i.e.*, cost increases in the General Contractor’s budget that were pending approval by Fontainebleau—would substantially exhaust the contingency balance. This would leave little or no cushion in the budget for future additional costs, which we thought were highly likely, especially given the need to aggressively accelerate the rate of construction on the Podium. Accordingly, we stated in our January 30 Report, “The Anticipated [Contingency] Summary anticipates a balance contingency of

\$50,514,708; however, IVI is concerned that the anticipated balance may drop substantially in order to meet the aggressive schedule. The concern specifically, is that all of the subcontractors have not fully incorporated the potential costs to meet the schedule.” Exhibit 1 (January 30 Report at page 22).

14. I had raised these concerns about the completeness and accuracy of the additional costs being reported no later than the last quarter of 2008, but they remained unresolved as of the date of the January Report.

15. Our January 30 Report also stated, “it appears that the LEED credits are tracking behind projections and the Developer has begun a detailed audit.” Exhibit 1 (January Report at page 7.) LEED credits are state sales tax credits for the purchase of building materials for new construction that met prescribed standards for environmentally-friendly construction. The State of Nevada had indicated that the Project would be considered for such credits. Fontainebleau had projected approximately \$59 million in LEED credits in its initial budget. To the extent these credits were not realized, that would increase the costs of construction. We explained in our January 30 Report that “it appears that the anticipated LEED credits are tracking behind projections, possibly in excess of \$15,000,000. The Developer has begun a detailed audit of the GC’s cost documentation to determine if all the possible credits have been obtained from the subcontractors.” Exhibit 1 (January 30 Report at page 22). IVI had been told that this audit was in process, although we were never provided with the results of that audit.

16. It is important to note that under the Disbursement Agreement, Remaining Costs “shall, in all events include the entire amount of any disputed claims with Contractors, except to the extent the Construction Consultant concurs with the Project Entities that the amount asserted by the relevant Contractor is in excess of the amount which is reasonably likely to be

due to that Contractor.” (Disbursement Agreement, Exhibit A at page 26). Thus, in order for IVI to do its review and to determine what the total Remaining Costs of the Project were, it was critical that we receive information on all potential costs, claims and change orders, even if they were disputed by Fontainebleau or Turnberry.

17. IVI’s concerns about the completeness and accuracy of the construction cost information we were reviewing persisted through February 2009. Consequently, on March 3, 2009, IVI issued its Project Status Report No. 22. Attached hereto as Exhibit 2 is a true and accurate copy of this March 3, 2009 Report. In this report, we wrote that “[t]he Anticipated [Contingency] Summary anticipates a balance contingency of \$15,545,478; however, IVI is concerned that the anticipated balance may drop substantially in order to meet the aggressive schedule. The concern specifically, is that all of the subcontractors have not fully disclosed the potential costs to meet the schedule.” Exhibit 2 (March 3, 2009 Report at 23). As noted above, the contingency balance was to provide for additional costs that were not specifically included in the budget. Since our January 30 Report, the contingency balance had dropped from more than \$50 million to approximately \$15.5 million and were concerned that this balance would be depleted quickly to meet to accelerated work schedule for the Podium, as well as additional claims for design changes, job conditions and other contingencies that would be expected to arise with a Project of this magnitude that still had a minimum of eight months left to completion. Exhibit 2 (March 3, 2009 Report at 7).

18. Our March 3, 2009 Report repeated our concern from the January 30 Report that “[w]hile the Anticipated Cost Report indicates the Project is expected to stay within budget, IVI is concerned that all the subcontractor claims have not been fully incorporated into the report and potential acceleration impact to meet the schedule has not been included.” Exhibit

2 (March 3, 2009 Report at 7). The Report also reiterated that the LEED credits were tracking behind projections.

19. On March 5, 2009, I wrote to Deven Kumar, the Vice President of Development Finance of Fontainebleau Las Vegas, LLC. Attached hereto as Exhibit 3 is a true and correct copy of my March 5, 2009 letter to Mr. Kumar. In the letter, I raised three main topics – the Podium venues, the owner change orders and anticipated cost report, and the LEEDS credits.

20. The Podium venues were retail spaces that were designed to support the hotel and casino functions. My concern with the venue opening schedule related to the fact that the progress on podium construction was behind schedule, which directly impacted the extent to which the shops and restaurants would be ready for the Grand Opening. Thus, I told Mr. Kumar in my March 5 letter that we were “hoping to see the finalized schedule within a week.” I also stated “[a]t this point in the project schedule, we would expect to have a better understanding of the design and budget approval status for the venues, and which are planned to be ready for the Grand Opening. Please provide this schedule as soon as possible.” Exhibit 3 (March 5, 2009 Letter at page 1).

21. I also asked Mr. Kumar “for a summary of any costs in excess of the budget related to venue completion.” Exhibit 3 (March 5, 2009 Letter at page 1). Again, we believed that additional costs on the Project were highly likely, given the amount of work that remained prior to completion and the accelerated pace of construction that would be necessary to complete the Podium and the retail venues by the Scheduled Opening Date.

22. The issues concerning owner change orders and the anticipated cost report that I raised in my March 5, 2009 letter to Mr. Kumar were similar to the issues that I had

discussed with Fontainebleau in the last quarter of 2008, that we had raised in our January 30 Report and which had yet to be resolved and, in fact, seemed to be getting worse. As I stated in my letter, "Based upon our review of the Turnberry West Construction Requisition for the month of February 2009 (received last week) and the Anticipated Costs for Fontainebleau dated January 2009 (the 'ACR'), there appears to be a delay in the execution of Owner Change Orders, which seems to have gotten larger recently." Exhibit 3 (March 5, 2009 Letter at page 1). The Turnberry West Construction Requisition contained a request for payment of costs that had been incurred to date. Owner Change Orders, as I indicated above, were changes to the budget that had been approved by Fontainebleau. It appeared to me that likely Owner Change Orders were not being included in the ACR or the calculation of Remaining Costs until they had been approved by Fontainebleau, even though those costs were being reflected in the Turnberry Requisition. This created two problems. First, the ACR and Remaining Costs reports were supposed to include even disputed potential additional costs, regardless of whether they had been approved by Fontainebleau, unless IVI agreed that those costs could be excluded. Second, because the amounts associated with the Owner Change Orders were reflected in the Turnberry Requisition, it appeared to us that these amounts were not disputed. My March 5 letter therefore stated:

It appears that the ACR's "Anticipated Additional Costs," which were supposed to be a worst case projection of the potential owner change orders, are actually a summary of the projected costs to date with no projection of future needs. This is not what the ACR should be representing. This seems to be the case as just about all of the Anticipated Additional Costs (approx. \$60,800,000) have now been included in TWC's latest requisition as a credit entry labeled "TW Construction – Commitments Against POCs." It seems that TWC has already committed all of the Anticipated Additional Costs into their project as subcontractor change orders and Fontainebleau Las Vegas, LLC ("FBLV") has not signed the Owner Change Orders. This gives the indication that the project contingency is higher than it actually is."

Exhibit 3 (March 5, 2009 Letter at page 2).

23. I tried to convey the severity of my concerns in my March 5 letter, which stated “this leads us to believe that FBLV and TWC are not on the same page with respect to the Owner Change Orders, which needs to be resolved, and that the entire picture regarding additional pending costs are not being fully shown. At this point in the project, it is hard to believe that there are no additional costs or claims out there. The ACR is designed to show the pending costs to the project and if all shown are already in TWC’s requisitions as credits, which balances the contract amounts against the project budget, there must be items missing.” Exhibit 3 (March 5, 2009 Letter at page 2).

24. I asked Mr. Kumar to provide us with “a submission of future potential claims being made by the subcontractors against TWC and any budget overruns related to the un-bought work. Please update the ACR to show the potential exposures to FBLV and a better indication of the current contingency.” Exhibit 3 (March 5, 2009 Letter at page 2). By “un-bought work,” I meant work that had to be completed for the Project, but was not yet the subject of a purchase order or agreement with a specific contractor.

25. Finally, my March 5 letter to Mr. Kumar addressed the LEED credit issue. I told him that we continued “to be concerned about the ability to achieve the required LEED credits for the project.” I asked that the detailed audit, which we were told was in progress, be expedited “to understand the extent of the projected shortfall.” Exhibit 3 (March 5, 2009 Letter at page 2).

26. The following week, I met with Mr. Kumar in Las Vegas on March 11. During this meeting, Mr. Kumar informed me that the Project was more than \$35 million over budget and presented me with a spreadsheet indicating a negative contingency balance. I told him that just based on a review of the spreadsheet, the anticipated cost estimate was too low and

that it looked like there were at least \$41 million in additional costs that would have to be added to the budget. Shortly after our meeting, Mr. Kumar informed me that they would increase the construction cost budget by \$50 million to cover additional costs.

27. The additional costs that Mr. Kumar first told me about on March 11 were not reflected in the March 11 Advance Request, which reflected Remaining Costs of \$1,001,749,043 and an In-Balance cushion of \$42,005,669. This In-Balance cushion was substantially less than the In-Balance cushion of \$115,984,214 that Fontainebleau had reported in connection with its February Advance Request, and that was without the additional \$50 million in costs that Fontainebleau added to the construction cost budget in March. Fontainebleau subsequently revised their In Balance cushion—twice—to account for the \$50 million construction budget increase.

28. While we accepted the additional cost information that we received in March from Fontainebleau and Turnberry as true, IVI was still concerned that all the subcontractor claims had not been fully incorporated into the disclosed costs.

29. On April 1 through 3, 2009, IVI conducted a project visit. During this visit, it appeared to us that work in the Podium had fallen behind the aggressive target completion date. It also seemed that work related to many of the retail venues had made little progress. It was our impression from this that key decisions concerning the build-out of the retail venues had not been made and contracts were not being awarded for the necessary construction work. It also appeared that there were no leases with third parties for much of the retail space. Consequently, the feasibility of the new, November 2009 completion date seemed questionable.

30. Thereafter, I sent an April 8, 2009 letter to Mr. Kumar, posing a number of

questions. Attached hereto as Exhibit 4 is a true and correct copy of my April 8, 2009 letter to Mr. Kumar. In that letter, I asked Fontainebleau to “confirm that the Anticipated Final Costs of \$2,101,178,979 carried last month and this month on the ACR Summary is still all inclusive and no additional costs are anticipated for the duration of the project. We still have concerns that not all of the subcontractor claims are being carried with the submitted ACR.” I also inquired as to “the status of determining the build-out limits on the Retail Level.” Exhibit 4 (April 8, 2009 Letter at page 1).

31. It is my understanding that five days later, on April 13, 2009, Fontainebleau issued a notice stating that certain “events, occurrences or circumstances” had occurred which “reasonably could be expected” to prevent the Fontainebleau from satisfying the In-Balance Test, achieving the scheduled Opening Date or meeting its obligations under the Prime Construction Agreement or the other Material Contracts as and when required thereunder. None of this had previously been disclosed to IVI; not during our discussions with the Company in connection with the January, February or March Advance Requests, not during any of my meetings or discussions with Mr. Kumar and not during our site visits in 2009, including the one that had just occurred on April 1 to 3.

32. The next day, I received a spreadsheet from Mr. Kumar, which was entitled “Anticipated Costs as of April 14, 2009.” The spreadsheet was labeled “Draft” and “Preliminary Analysis” and “Subject to Change.” Attached hereto as Exhibit 5 is a true and correct copy of this April 14, 2009 Spreadsheet. It reflected \$189,412,030 in “Anticipated Additional Costs Over Budget.” It also reflected an April 2009 ACR of \$2,258,938,312. Exhibit 5.

33. As noted above, prior to April 14, 2009, I had been concerned that all

anticipated costs were not being reflected in prior ACRs from the Company. Nonetheless, I was stunned to see such an enormous increase in anticipated costs, which had not been previously reported to us, despite our repeated requests that all such information be disclosed. It is inconceivable to me that such a significant amount of costs arose suddenly in April of 2009. I suspected at the time that Fontainebleau had to be aware of these costs, or most of them, much earlier than they were reported to us.

34. This suspicion was confirmed when IVI reviewed a revised project budget that Fontainebleau submitted on May 4, 2009. This budget, which was labeled as “Enhanced,” totaled \$3,521,990,142 and represented a \$375 million increase over the previous budget. Our analysis of the revised budget is contained in a Cost-to-Complete Report that IVI issued on May 15, 2009. Annexed hereto as Exhibit 6 is a true and correct copy of this May 15, 2009 Report.

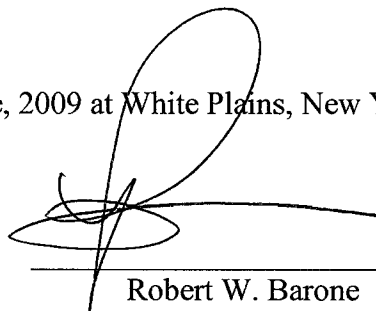
35. In connection of our review of the revised budget, we were provided with an April 2009 Anticipated Cost Report. As we stated in our May 15 Report, “the updated ACR incorporated the anticipated costs to complete each component of the project and includes substantially more entries than the prior version received for the period ending February 2009.” Exhibit 6 (May 15, 2009 Report at page 19). The ACR included \$298,053.918 in Pending Owner Changes. As we also stated in the May 15 Report, “it is clear from the number and scope of pending items, the claims were made by the subcontractors some time ago, possibly as far back as a year, and were never included on prior ACRs submitted to IVI.” Exhibit 6 (May 15, 2009 Report at page 20).

36. Based on my experience generally and with this Project specifically, I believe that it is highly likely that Turnberry and/or Fontainebleau possess records that would enable one to determine the timeframe in which each of the claims and pending change orders

reflected in the April 2009 ACR were brought to the attention of Turnberry and/or Fontainebleau.

37. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

EXECUTED, this 30th day of June, 2009 at White Plains, New York.



Robert W. Barone

Exhibit 1 Part 1

Project Status Report

Report No. 21
Fontainebleau Las Vegas
8,749,063 SFG Hotel & Casino
Las Vegas, Nevada



Prepared for
Bank of America
Dallas, Texas
&
Lehman Brothers Holdings, Inc
New York, New York

January 30, 2009
IVI Project No. V61210964





**CONSTRUCTION CONSULTING &
PROJECT MANAGEMENT**

**INSPECTION & VALUATION
INTERNATIONAL, INC.**

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January 30, 2009

CDROM Overnight Mail

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(212) 713-1278 (fax)
josh.freedman@lehman.com

Re: Fontainebleau Las Vegas
8,749,063 SFG Hotel & Casino
Las Vegas, Nevada
IVI Project No. V61210964

Dear Mr. Bolio and Freedman:

Attached is our Project Status Report No. 21 for the Developer's Draw Request No. 21 and the General Contractor's Requisition No. 21.

If you have any questions please call me directly at (914) 313-5067. If I am not available, please contact Robert W. Barone, R.A., LEED AP, at (914) 313-5113.

Sincerely,

INSPECTION & VALUATION INTERNATIONAL, INC.

Paul R. Bonvicino Jr.
Senior Project Manager

Reviewed by: _____

Robert W. Barone, LEED AP
Senior Vice President

PRB/aok

CC: jeanne.p.brown@bankofamerica.com; mrafeedie@trimontrea.com; ronaldo.naval@bankofamerica.com ;
jeff.susman@bankofamerica.com

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SUMMARY

Anticipated Construction Cost vs. Direct Cost Budget

The Developer's direct cost budget was increased by \$190,265,022 in June 2008 to account for a significant amount of additional construction costs, resulting in a revised direct cost budget of \$2,099,999,238, and a direct cost contingency budget of \$211,894,252. The construction costs are currently within the Developer's revised direct cost budget of \$2,099,999,234. During this PC, the Prime Contract Control Budget was increased \$11,234,778 to \$1,972,635,661, and the Additional Cost Contingency was reduced by \$11,234,778, resulting in a current direct cost contingency of \$90,413,322. This equates to 11.4% of the cost-to-complete and is adequate for the project as detailed in the Anticipated Cost Report, which reflects drawing completion and coordination. While the Anticipated Cost Report indicates the Project is expected to stay within budget, IVI is concerned that all the subcontractor claims have not been fully incorporated into the report and potential acceleration impact to meet the schedule has not been included. Additionally, it appears that the LEED credits are tracking behind projections and the Developer has begun a detailed audit. IVI will continue to discuss this with the Developer.

Construction Status

The project began in January 2007 with the Grand Opening anticipated in October/November 2009. At 66.2% complete, the overall construction progress is tracking in-line with the latest construction schedule, which indicates an October 1, 2009 overall completion.

While the Project is tracking in accordance with the current schedule, it appears that the work in the podium may need to be accelerated to meet the aggressive target for that portion of the project.

The overall impact of the collapse to the Garage/Convention Center construction schedule is six (6) to (8) eight weeks behind schedule. This delay impacted the TCO for construction parking in the garage and the TCO was issued on August 26, 2008. At this time, it has been determined that the overall completion dated of the Garage/Convention Center will not be impacted.

Quality of Work/Conformance with Construction Documents

The work observed appears to be in general conformance to the drawings and specifications we have reviewed, and during our site visit, we did not observe any significant areas of unsatisfactory workmanship. It should be noted that the General Contractor has been maintaining a clean, relatively debris free site.

Five (5) previous material incidents occurred on-site August 2, 2007, August 6, 2007, February 11, 2008, June 3, 2008 and June 25, 2008. We understand that OSHA has acknowledged no fault or negligence on the part of TWC or FB for the August 2 and 6 incidents and will issue their formal report in 12 to 18 months (August 2008 to January 2009) for the first three (3) incidents. The fourth incident was no fault or negligent on the part of TWC or FB.

Five (5) additional incidents with minor injuries have occurred on-site, Monday December 10, 2007, Thursday January 3, 2008, Saturday January 12, 2008, Monday September 1, 2008 and Thursday October 2, 2008. The incidents are currently under investigation by OSHA and the fourth by LVPD.

Outstanding Documentation

- Formal OSHA report for the construction workers fall and the failure of the precast tees;
and
- Close-out documentation for Orphan Tanks 3 and 4 (expected by June/July 2009).

These outstanding items were discussed during our previous site meetings.

1. SITE VISIT DATA

Site Visit Date:	December 5, 2008
Previous Visit Date:	November 3, 2008
Additional Site Visit:	NA
Next Site Visit Date:	January 5 & 6, 2009
Weather:	Cloudy, 40°F
BofA Representative:	Jeanne Brown, Brandon Bolio
LBH Representative:	None
EZ Solutions:	Chris Klehm
PCI Group:	Raquel Speers-Shohet
IVI's Representative:	Paul Bonvicino, Robert Barone
Developer Entity:	Fontainebleau Las Vegas, LLC
Developer Representatives:	R C White, Deven Kumar, Jackie Miller
Architect's Representative:	Scott Walls
General Contractor's Representatives:	Bob Ambridge, Bob Oehrli, Don Byrd, Ken McElfresh, Kili Ogilvie, Stephanie Cisneros, Karen Bruner, Cheryl Ross, Glen Russo, Robin Allen, Dan Ruddock, Miranda Zeller, Joe DeMarco, Cheryl Szeles
Developer's Advance Request No & Date:	25, January 9, 2008 (Exhibit "B")
Date Advance Received by IVI:	January 12, 2009 (Additional documentation and clarification provided through January 26, 2009)
General Contractor's Requisition No. & Date:	25, December 31, 2008 (Exhibit "C")
Date Requisition Received by IVI:	January 12, 2009
Period Covered (PC):	December 1 to December 31, 2008

2. REVIEW OF PAYMENT REQUISITION

2.1. Value of Work Completed to Date – Core and Shell

In accordance with the Form of Construction Consultant’s Advance Certificate dated January 13, 2009 (Exhibit “D”), IVI has approved the following advance. Included as part of (Exhibit “B”) are the following: Developer’s Advance Request Certificate, Advance Confirmation Notice, Requested Cost Report, Shared Cost Allocation Report, Current Available Sources Report, Funding Order Report, Advance Request Transfer Report, Detailed Remaining Cost Report, Retail Remaining Cost Report, In Balance Report and the Contractor’s Payment Application letter. In addition to the aforementioned also included as (Exhibit “B-1”) are the following: Budget/Schedule Amendment Certificate dated December 31, 2008, Appendix I to Budget/Schedule Amendment, Appendix III to the Budget/Schedule Amendment Certificate and Attachment A to Budget Amendment Certificate. The General Contractor’s Advance Certificate (Exhibit “C”) dated December 31, 2008 and Architect Advance Certificate (Exhibit “C-1”) dated December 31, 2008 is included.

a. Developer's Direct Cost Budget	\$ 1,904,673,934	
b. Adjustments (approved COs, revisions, etc.)	+ 195,325,304	(1)
c. Adjusted Direct Cost Budget	<u>\$ 2,099,999,238</u>	
d. Value of Work Completed to Date	\$ 1,330,835,697	
e. Stored Materials	41,946,665	
f. Deposits	+ 17,668,157	
g. Subtotal Completed Value + Stored Materials	<u>\$ 1,390,450,519</u>	
h. Less Retainage	- 82,804,662	
i. Total Completed Value Less Retainage	<u>\$ 1,307,645,857</u>	
j. Less Previous IVI Recommended Disbursements	- 1,234,211,830	
k. Recommended Disbursement for the PC	<u>\$ 73,434,027</u>	
l. Cost to Complete Direct Cost Budget (c - i)	\$ 792,353,381	
m. IVI's Estimated Cost to Complete	\$ 792,353,381	
n. Gross Percentage Complete (g/c)		66.2%
o. Net Percentage Complete (k/c)		62.3%
Budget Amendment No. 1	\$ 5,060,279	
Budget Amendment No. 2	\$ <u>190,265,022</u>	
(1) Total Amendment change	\$ 195,325,301	

2.2. Value of Work Completed to Date – FF&E

a. Developer's FF&E Budget	\$	169,853,898	
b. Adjustments (approved COs, revisions, etc.)	+	0	
c. Adjusted FF&E Budget	<u>\$</u>	<u>169,853,898</u>	(1)
d. Value of Work Completed to Date	\$	0	
e. Stored Materials		0	
f. Deposits	+	51,672,936	
g. Subtotal Completed Value + Stored Materials	<u>\$</u>	<u>51,672,936</u>	(2)
h. Less Retainage	-	687,828	
i. Total Completed Value Less Retainage	<u>\$</u>	<u>50,985,108</u>	
j. Less Previous IVI Recommended Disbursements	-	42,384,085	
k. Recommended Disbursement for the PC	<u>\$</u>	<u>8,601,023</u>	
l. Cost to Complete Direct Cost Budget (c - i)	\$	118,868,790	
m. IVI's Estimated Cost to Complete	\$	118,868,790	
n. Gross Percentage Complete (i/c)			30.4%
o. Net Percentage Complete (k/c)			30.0%

(1) Gaming FF&E	\$	40,871,099
Rooms FF&E		73,784,267
Exterior Signage		26,532,720
Common Areas	+	28,665,812
Developer's Direct Cost Budget	<u>\$</u>	<u>169,853,898</u>

(2) The total value of deposits to date are as follows:

Gaming FF&E	\$	150,771
Rooms FF&E		31,372,252
Exterior Signage		6,878,276
Common Areas	+	13,271,637
Total	<u>\$</u>	<u>51,672,936</u>

IVI has received the FF&E overview summary of costs and status for each component as detailed in section 3.3 of this report.

2.3. Funding for Stored Materials and Deposits

During this period, additional funding was requested for off-site stored materials with the Developer providing IVI with the following (Exhibit "E"):

- An Inventory of Unincorporated Materials spreadsheet, which details a total of \$41,946,665 in currently stored materials and includes additional inventory this PC of \$9,053,475;
- Supporting documentation for stored materials, including evidence of property insurance, bill of sale and Transfer of Title; and
- Inspection report verifying Stored Materials prepared by Professional Associates Construction Services dated December 9, 2008.

During this period, funding was requested for material deposits with the Developer providing IVI with the following (Exhibit "F"):

- Deposit Summary spreadsheet detailing a total of \$17,668,157 in deposits which includes deposits of \$943,701 this PC.

Stored materials and deposits to date are identified in the following tables:

Description or item (Tower 200)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Key	Authorize Funding
Copper Tubing-Plumbing	2020 Mendenhall, NLV, NV	\$509,236		1, 2, 3, 5, 6	9
FCU/Thermal Fuse	16791 Burke La, Huntington Beach	\$188,793		1, 2, 3, 5, 6	9
MC Cable	3950 W Diablo Dr., LV, NV	\$94,810		1, 2, 3, 4	9
Hardware	4030 Industries, NLA, NV	\$641,390		1, 2, 3	9
Condo Mirrors	4030 Industries, NLA, NV	\$15,854		1, 2, 3	9
Condo Millwork	4030 Industries, NLA, NV	\$479,322		1, 2, 3	9, 10
Condo Shower Doors	4030 Industries, NLA, NV	\$1,027,682		1, 2, 3	9
Condo Closets	4030 Industries, NLA, NV	\$243,192		1, 2, 3	9, 10
Vanities	16791 Burke La, Huntington Beach	\$531,333		1, 2, 3	9
Brackets	16791 Burke La, Huntington Beach	\$250,000		1, 2, 3	9
T1 Elevator Lobbies	16791 Burke La, Huntington Beach	\$70,200		1, 2, 3	9
Stone Shelves	16791 Burke La, Huntington Beach	\$12,785		1, 2, 3	9
Fire Alarm MC Cable	4375 s. Valley View, LV, NV	\$15,410		1, 2, 3	9
Condo Trim	4030 Industries, NLA, NV	\$94,832		1, 2, 3	9
Calacatta Oro	3750 W. Quail Ave, LV, NV	\$82,097		1, 2, 3	9
Tile Material	2020 Mendenhall, NLV, NV	\$2,198,381		1, 2, 3	9, 10
Glass Shower/Part	4030 Industries, NLA, NV	\$798,020		1, 2, 3	9
FCU/Thermal Fuse	16791 Burke La, Huntington Beach	\$169,956		1, 2, 3	9
Bath Accessories	280 Orville Wright, LV, NV	\$210,242		1, 2, 3	9
Lighting Fixtures	3950 W Diablo Dr., LV, NV	\$797,153		1, 2, 3	9
MC Cable	4375 s. Valley View, LV, NV	\$71,217		1, 2, 3	9
Misc. Elec. Materials	4375 s. Valley View, LV, NV	\$408,406		1, 2, 3	9
Elevator Lobbies	16791 Burke La, Huntington Beach	\$1,177,200		1, 2, 3	9
Lighting Fixtures	13169 Slover Ave., Fontana, CA	\$218,457		1, 2, 3	9
Cable Tray	3455 W Reno Ave, Sun Valley	\$94,476		1, 2, 3	9
Trim	4030 Industries, NLA, NV	\$527,624		1, 2, 3	9
Welded Frames	4030 Industries, NLA, NV	\$110,484		1, 2, 3	9
Crown Molding	4030 Industries, NLA, NV	\$291,202		1, 2, 3	9
Elevator Materials	4855 West Harmon, LV, NV	\$8,468,471		1, 2, 3	9
LED Color Changing	30733 W Ten Mile, Farmington, MI	\$588,415		1, 2, 3	10
Wiring Devices	6065 Polaris	\$375,637		1, 2, 3	9
Electrical Materials	4375 s. Valley View, LV, NV	\$200,632		1, 2, 3	9
Pocket Fascia Bds	Architectural Materials	\$145,317		1, 2, 3	9
KD Frames	4030 Industries, NLA, NV	\$281,877		1, 2, 3	9
Condo Kitchen	4030 Industries, NLA, NV	\$176,439		1, 2, 3	9
Granite	6025 Hauck St, LV, NV	\$300,585		1, 2, 3	10
Wood Doors	4030 Industries, NLA, NV	\$2,559,472		1, 2, 3	9
Upgrade beam/case	4030 Industries, NLA, NV	\$189,902		1, 2, 3	9
Upgrade hardware	4030 Industries, NLA, NV	\$196,616		1, 2, 3	9
Closet Doors	4030 Industries, NLA, NV	\$1,161,130		1, 2, 3	9, 10
Mirrors	4030 Industries, NLA, NV	\$716,603		1, 2, 3	9, 10
Appliances	Econ Warehouse	\$55,448		1, 2, 3	9
Polished Tile	2020 Mendenhall, NLV, NV	\$271,538		1, 2, 3	9
Marble	2020 Mendenhall, NLV, NV	\$437,132		1, 2, 3	9
Low Voltage Cable	3950 Ponderosa, LV, NV	\$87,462		1, 2, 3	9
ASI Panels	2901 Meade Ave, LV, NV	\$57,520		1, 2, 3	9
Glass Mosaic	2020 Mendenhall, NLV, NV	\$45,967		1, 2, 3	9
Switchgear	5570 S Valley, LV, NV	\$746,319		1, 2, 3	9, 10
Low Voltage Material	4375 s. Valley View, LV, NV	\$41,682		1, 2, 3	9, 10
	Closing Inventory Total	\$28,433,918			

Description or item (Tower 200)	Vendor	Cumulative Deposits	Key	Authorize Funding
Glass	Zetian Systems	\$317,000	1	9, 10
Guest Closet Units	Architectural Materials	\$2,859,155	1	9
Curtain Wall	Zetian Systems	\$101,033	1	9
Custom Color	Zetian Systems	\$162,500	1	9
Kitchen Cabinets	M3 Procurement & Design	\$817,705	1	9, 10
Aluminum Extrusions	Zetian Systems	\$899,000	1	9, 10
Deposit on tile	Portobello	\$255,786	1	9
Sinks	Desert Plumbing & Heating	\$174,426	1	9
Stone/Marble Vanity Tops	SMES SNC	\$17,040	1	9
Marble	Ital Stone	\$92,206	1	9, 10
ITA 093005	Ital Stone	\$69,174	1	9
Limestone	Ital Stone	\$32,948	1	9
Granite	Ital Stone	\$164,669	1	9, 10
Temp Controls	Bombard Electric	\$83,762	1	9
Dishwasher	Miele	\$25,017	1	9, 10
Dishwasher	Miele	\$47,942	1	9, 10
Eterior lighting	Uilluminating	\$6,500,000	1	9
Glass	Zetian Systems	\$187,636	1	9, 10
Interior Glass	Zetian Systems	\$224,850	1	10
Biege Stone	Ital Stone	\$193,051	1	10
Marble-Container #31	SMES SNC	\$17,675	1	10
Marble-Container #32	SMES SNC	\$17,443	1	10
Frosty Glass Tile	Ital Stone	\$78,000	1	10
Vanity countertops	Ital Stone	\$100,000	1	10
Wood Doors	Gallagher-Kaiser	\$1,062,000	1	9
Closing Inventory Total		\$14,500,018		

Description or item (Garage/Convention 300)	Storage Location	Cumulative Off- Site Stored Value	Cumulative On- Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Wire	3755 W Hacienda Ave	\$4,365			1, 2, 3, 4	9
Copper-Hydrionics	2020 Mendenhall NLV, NV	\$21,441			1, 2, 3, 4	9
Rolles Steel	2333 McCall St, Dayton, Oh	\$503,872			1, 2, 3, 4	9
Light Fixtures	3755 Sunset, LV, NV	\$168,414			1, 2, 3, 4	9
Elevator Equipment	4855 W. Harmon, LV, NV	\$3,893,911			1, 2, 3	9, 10
Gears/Switches	3455 W Reno Ave, LV, NV	\$139,667			1, 2, 3, 4	9
Copper Tubing-Plumbing	2020 Mendenhall NLV, NV	\$60,780			1, 2, 3, 4	9
Closing Inventory Total		\$4,792,450		\$0		

Description or item (Overtime Inspection Account 400)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Inspections	Clark County Development Services			\$8,675	1	9
	Closing Inventory Total	\$0		\$8,675		

Description or item (Podium 500)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Structural Steel Raw Material	1730 W. Reno, OK City, Ok	\$33,606			1, 2, 3, 4	9
AFCO Steel	1423 E 6th, Little Rock, AR	\$53			1, 2, 3, 4	9
Bolts & Misc. Components	1730 W. Reno, OK City, Ok	\$5,148			1, 2, 3, 4	9
Copper-Hydraulics	2020 Mendenhall, NLV, NV	\$4,842			1, 2, 3, 4	9
Copper Tubing-Plumbing	2020 Mendenhall, NLV, NV	\$148,320			1, 2, 3, 4	9
Wire	3755 W. Hacienda Ave, LV, NV	\$28,605			1, 2, 3, 4	9
Pool Deck/Spa	710 Sunnyvale Dr, Wilmington, NC	\$1,836,805			1, 2, 3, 4	9
HSS Steel	6625 W Gary Ave, LV, NV	\$98,512			1, 2, 3, 4	9
Elevators	4855 W Harmon, LV, NV	\$5,174,467			1, 2, 3	9, 10
Structural Steel Fabricated	1730 W. Reno, OK City, Ok	\$3			1, 2, 3, 4	9
Spa materials	710 Sunnyvale Dr, Wilmington, NC	\$321,160			1, 2, 3, 4	9
Electrical Material	Sun Valley	\$392,419			1, 2, 3	9, 10
Glazing Accessories	Giroux Glass	\$345,997			1, 2, 3	9, 10
Grey River Marble	Ital Stone	\$330,360			1, 2, 3	10
Glazing Accessories	Giroux Glass			\$1,359,150	1	9
Stone	Ital Stone			\$296,427	1	9
Spa Marble	Superior Tile			\$140,000	1	9
Tile	Silver State Marble			\$183,244	1	9
Casino Tile	Sam fet			\$503,280	1	9
Greystone	Ital Stone			\$560,714	1	9, 10
Day Spa Stainless	Water Fx Custom Pools			\$116,649	1	9
	Closing Inventory Total	\$8,720,297		\$3,159,464		

Component	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Tower (200)	\$28,433,918		\$14,500,018	1, 2, 3, 4	9
Garage/Convention (300)	\$4,792,450		\$0	1, 2, 3, 4	9
Inspections (400)	\$0		\$8,675	1, 2, 3, 4	9
Podium (500)	\$8,720,297		\$3,159,464	1, 2, 3, 4	9
Closing Inventory Total	\$41,946,665		\$17,668,157		

Key to Back-up Documents Received

- (1) Inventory Schedule.
- (2) Bill of Sale evidencing Developer's ownership of the stored materials.
- (3) Evidence of insurance on the stored material naming BofA as an additional insured.
- (4) Designer/Third Party Inspector acceptance.
- (5) IVI stored material visit.
- (6) Viewed on-site.
- (7) Material previously received.
- (8) Photographs taken by the GC/Subcontractor.
- (9) Previously funded by BofA.
- (10) Additional Funding this PC.

The Contractor has provided a procedural flow chart for products sourced internationally prepared by SGS dated January 6, 2009 (Exhibit "F-1"). The chart and photo's by the third party inspector confirm that the international supplier and manufacturer are currently on time with shipping and delivery of the products.

2.4. Requisition Retainage

Generally, the retainage is currently held at 10% of the trade work up to 50% of the contract amount, which is in compliance with the loan agreement and appropriate.

2.5. Certifications

IVI has received the Developer's Project Entities' Advance Certificate for the current draw request, which is included as part of Exhibit "B". The Advance Request now includes the General Contractor's Advance Certificate and the Project Architect's Advance Certificate (Exhibit "C" and Exhibit "C-1"), respectively.

2.6. Waivers of Lien

IVI has received current and generally appropriate waivers of lien from the General Contractor, and subcontractors. A copy of the General Contractor's and subcontractor's waiver is included as (Exhibit "G"). IVI has also received acceptable copies of the Lien Release Log (Exhibit "H") from the Developer for each component.

3. DIRECT COST BUDGET STATUS

3.1. Prime Contract and Change Orders

IVI has received fully executed copies of the General Contractor's agreement, which identifies the Control Budget including Developer Change Orders as shown below for each component. Bolded line items are new Change Orders received this PC.

Site Change Order Schedule		
Site CO#1-Landscaping reclassification		-\$44,074,777
Site CO#2 OCIP reclassification		\$937,936
Site CO#3 LEED's credit		-\$200,790
Site CO#4 Compliance with Nevada Power		\$3,743,761
Site CO#5 Electrical conduit relocation		\$110,282
Site CO#6 Dewatering system relocation		\$370,000
Site CO#7 NP Co relo lines overhead to underground		\$1,119,598
Site CO#8 Nevada Power field conditions		\$509,742
Site CO#9 Removal of pylon sign		\$73,753
Site CO#10 Relocate overhead power lines		\$100,400
Site CO#11 Extended allowances for dewatering		\$150,000
Site CO#12 Las Vegas Blvd. water revisions		\$38,753
Site CO#13 Extend existing conduit to transformer		\$126,783
Subtotal Change Orders		\$ (36,994,559)

LEED Change Order Schedule		
LEED Contract		-\$37,000,000
LEED CO#1 Credit reallocation		\$59,000,000
LEED CO#2 Garage mechanical modifications		-\$2,014,885
LEED CO#3 Podium mechanical modifictaions		-\$2,370,635
LEED CO#4 Added men's & women's showers		-\$75,455
LEED CO#5 Garage finishes modification		-\$190,000
LEED CO#6 Garage control revisions		-\$1,972,669
LEED CO#7 Garage structural modifications		-\$2,446,648
LEED CO#8 Tower finishes modifications		-\$133,521
LEED CO#9 Tower finishes modifications		-\$200,000
Subtotal Change Orders		\$ 12,596,186

Tower Change Order Schedule		
Tower CO#1-Deduct Colasanti backcharge		-\$400,000
Tower CO#2 LEED's credit		-\$23,034,939
Tower CO#3 Steel required field modifications		\$600,482
Tower CO#4 Additional beams		\$138,746
Tower CO#5 Concrete field modification		\$41,685
Tower CO#6 Additional fireproofing		\$275,653
Tower CO#7 T1 terrace field conditions		\$45,520
Tower CO#8 Tower entry lockset & Incomm System		\$454,675
Tower CO#9 T1 knee wall modifications		\$204,797
Tower CO#10 Roof walk ways		\$119,775
Tower CO#11 Additional elevator openings		\$626,340
Tower CO#12 Sprinkler, electrical and HVAC revisions		\$6,149,277
Tower CO#13 Life Line System		\$410,500
Tower CO#14 Wireless Infrastructure		\$1,011,840
Tower CO#15 Concrete material price escalation		\$1,619,979
Tower CO#16 Electrical revisions		\$12,999,999
Tower CO#17 Light fixtures South Façade		\$8,500,000
Tower CO#18 Coordination of structural beams		\$616,294
Tower CO#19 Lati Veneer		\$383,269
Tower CO#20 Additional equipment including ladders		\$78,969
Tower CO#21 Warehousing costs		\$338,476
Tower CO#22 Building insulation & firestopping		\$50,001
Tower CO#23 Crane/Hoisting Equipment		\$20,234,342
Tower CO#24 Budget transfer Podium to Tower		\$17,472,684
Tower CO#25 Transfer elevator operations		\$1,541,678
	Subtotal Change Orders	\$ 50,480,041

Garage Change Order Schedule	
Garage CO#1-Furnish/install Misc Steel	\$9,946,607
Garage CO#2-Added Hydraulic Elevator	\$321,302
Garage CO#3-Deduct Stair #12	-\$349,326
Garage CO#4-Deduct Overhead	-\$472,314
Garage CO#5 LEED's Credit	-\$13,386,296
Garage CO#6 Added Emergency Ramp/County requirement	\$660,768
Garage CO#7 Garage collapse costs	\$5,060,279
Garage CO#8 Upgraded pressure on Condensers	\$518,485
Garage CO#9 Provide 6 Boiler Economizers	\$1,496,401
Garage CO#10 Conversion costs from GMP to LS	\$3,605,522
Garage CO#11 Central plant boiler modifications	\$748,253
Garage CO#12 HVAC revisions	\$1,127,841
Garage CO#13 Structural steel modifications	\$2,632,773
Garage CO#14 Steel modifications	\$3,117,334
Garage CO#15 Concrete revisions	\$4,636,023
Garage CO#16 Additional masonry scope	\$888,349
Garage CO#17 Modification caisson & emergency ramp	\$205,343
Garage CO#18 Expansion control Podium to Garage	\$600,000
Garage CO#19 Steel modifications	\$2,976,952
Garage CO#20 Fire Alarm	\$43,165
Garage CO#21 Underground Utility Verification	\$2,884
Garage CO#22 Additional Scaffolding	\$7,920
Garage CO#23 Expansion Controls	\$2,060,400
Garage CO#24 Roof Membrane	\$1,251,959
Garage CO#25 Fireproofing	\$131,408
Garage CO#26 Hot Domestic Water Control System	\$80,564
Garage CO#27 Plumbing revisions	\$2,857,049
Garage CO#28 Emergency Generator Fill Station	\$168,397
Garage CO#29 Dock Storm Drains	\$156,355
Garage CO#30 Fire protection / TCO	\$255,000
Garage CO#31 Overtime NPC Yard	\$51,401
Garage CO#32 Overtime NPC Utilities	\$13,509
Garage CO#33 Waterproofing Level 1	\$972,533
Garage CO#34 Added men's & women's showers	\$75,455
Garage CO#35 Upgrade formaldehyde free finish	\$1,972,669
Garage CO#36 Control revisions for LEED compliance	\$190,000
Garage CO#37 Revision roof access/drywall/fire protection	\$3,703,810
Garage CO#38 Concrete revisions	\$444,076
Garage CO#39 Transfer crane/hoisting costs from General Conditions	\$1,766,595
Garage CO#40 Structural modifications of roof steel	\$2,446,648
Garage CO#41 Isolation Ceiling for sound control	\$527,558
Garage CO#42 & CO#43 Misc. steel revisions & package	\$4,537,217
Garage CO#44 Electrical revisions	\$4,180,358
Garage CO#45 Excavation/backfill for ejector pit	\$138,770
Garage CO#46 Steel revisions	\$39,730
Garage CO#47 Backfill north wall	\$357,227
Garage CO#48 Switchgear filters	\$534,520
Garage CO#49 Overtime to meet milestones	\$46,284
Garage CO#50 Elevator revisions	\$119,181
Garage CO#51 Façade mock-up & exterior louvers	\$3,766,147
Garage CO#52 Transfer Meeting Room budget	\$3,311,126
Garage CO#53 Transfer elevator operations	\$1,093,389
Subtotal Change Orders	\$ 61,637,601

General Conditions Change Order Schedule		
General Conditions CO#1-Overhead Podium and Garage	\$1,082,844	
General Conditions CO#2-Colasanti charge	\$400,000	
General Conditions CO#3 Adjusted Prime Contract Control Budget	\$221,477	
General Conditions CO#4 Overhead on CO's	\$279,678	
General Conditions CO#5 Additional site costs	\$24,014	
General Conditions CO#6-Overhead on Podium CO's	\$2,658,287	
General Conditions CO#7-Costs associated with Podium/Site/Tower and Garage	\$1,551,644	
General Conditions CO#8 Costs associated with Podium & Garage	\$1,080,533	
General Conditions CO#9 Cranes/Hoisting Costs	\$1,025,828	
General Conditions CO#10 Additional management staff	\$425,001	
General Conditions CO#11 Transfer costs to Tower	-\$20,234,341	
General Conditions CO#12 Transfer costs to Garage	-\$1,766,596	
General Conditions CO#13 Transfer costs to Podium	-\$3,612,946	
General Conditions CO#14 Costs for September 2008	\$2,305,758	
General Conditions CO#15 Transfer elevator operations	-\$4,510,601	
General Conditions CO#16 General conditions future projects	\$4,016,400	
Subtotal Change Orders	\$	(15,053,019)

IVI has also attached the executed supporting change order documentation (Exhibit "I-1") provided by the General Contractor which adjusts the Control Budget.

3.2. Subcontract Buy-out Status & Bonds

The Disbursement Agreement requires that the General Contractor award fixed price or GMP agreements for each subcontractor in accordance with the following timeline:

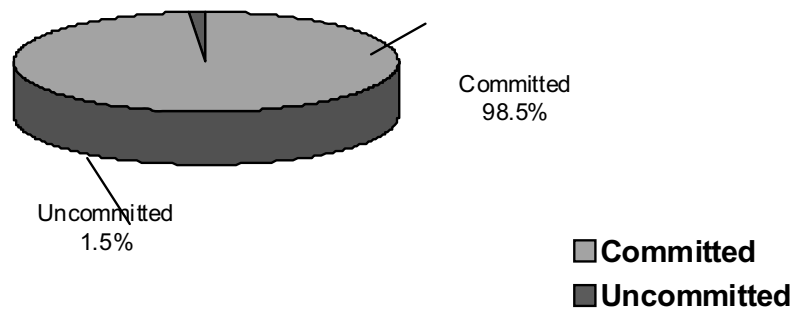
Date	% of Direct Costs
April 30, 2007	60%
June 30, 2007	75%
October 25, 2007	85%
2008 *	95%

*First advance after exhaustion of the second mortgage proceeds account.

The second mortgage has been exhausted and the first advance funding took place on August 25, 2008.

IVI has received 203 executed subcontracts, purchase orders and Owner change orders representing 98.5% of the direct cost budget of \$1,884,458,423 as shown in IVI's Contracts Received Schedule and TWC's Executed Contracts and POs (Exhibit "J").

GC Scope Buyout



3.3. Anticipated Costs

IVI has received the General Contractor's December 2008 Anticipated Cost Report (Exhibit "K") with detailed back-up for each component dated October 2008. The updated ACR incorporates the anticipated costs to complete each component of the project incurred this PC.

The ACR includes \$50,514,208 in pending OCOs; however, these have been taken into account within the Anticipated Contingency Summary. The Anticipated Summary anticipates a balance contingency of \$50,514,708; however, IVI is concerned that the anticipated balance may drop substantially in order to meet the aggressive schedule. The concern specifically, is that all of the subcontractors have not fully incorporated the potential costs to meet the schedule.

During the June 2008 PC, the Developer increased the Owner Equity Funds by \$190,265,021. The General Contractor's ACR identified \$217,191,288 in potential extra cost exposure due to; anticipated component modification, completion of the design documents, modifications required to satisfy the neighbor's concerns about the garage façade, budget busts and concealed field conditions related to underground utilities. At this time, the construction costs are anticipated to increase but not exceed the Developer's revised direct cost budget of \$1,909,734,213 plus \$190,265,021 in equity with the new direct cost budget totaling \$2,099,999,234. The executed Developer change orders during this PC increased the Prime Contract Control Budget by an additional \$11,234,778. The amended Developer's Prime Contract Control Budget is \$1,972,635,661 as detailed in section 3.1 of this report. Additional Budget Variances are anticipated; however, the List of Scope Changes (Exhibit "L") does not list any.

The Developer has provided documentation confirming LEED approval and the associated financial benefits accompanied as detailed in Section 6.10 of this report. However, it appears that the anticipated LEED credits are tracking behind projections, possibly in excess of \$15,000,000. The Developer has begun a detailed audit of the GC's cost documentation to determine if all the possible credits have been obtained from the subcontractors.

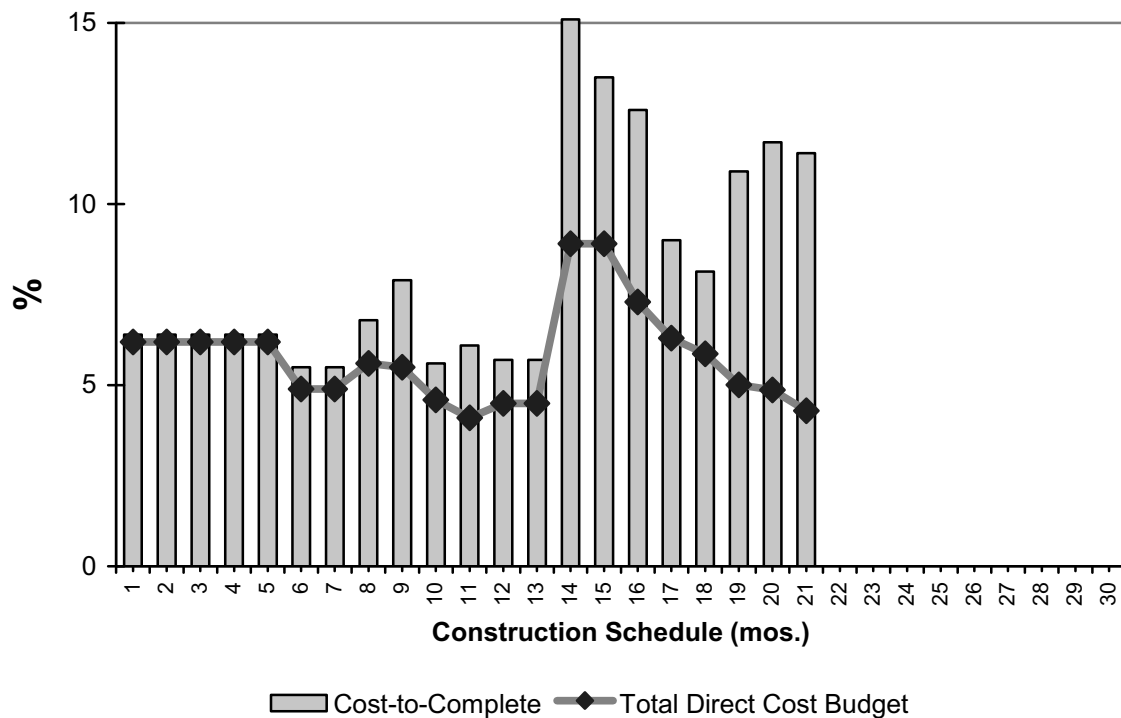
IVI received the latest cost report summary and supporting back-up (Exhibit "M") undated, received January 20, 2009 related to the FF&E. The FF&E costs are currently trending within the budget as detailed in section 2.2 of this report. The overall percentages committed are detailed in the matrix below:

Commitments Against Tracked Areas	Approved Bank	Committed	Variance to Commit	Previous Percentage Committed	Percentage Committed to Date
Total Gaming	\$40,870,000	\$14,022,000	\$26,848,000	34%	34%
Total Rooms	\$73,784,000	\$51,602,643	\$25,203,188	63%	66%
Common Area-FOH	\$23,281,000	\$16,781,514	\$9,209,471	56%	60%
Common Area – BOH	\$5,385,000	\$0	\$5,385,000	0%	0%
Exterior Signage	\$26,532,000	\$23,459,127	\$3,072,873	88%	88%
Total	\$169,852,000	\$105,865,284	\$69,718,532	57%	59%

The Developer anticipates FF&E delivery to start March 2, 2009 with a completion date of August 31, 2009.

3.4. Contingency Status

Contingency vs. Direct Cost Budget

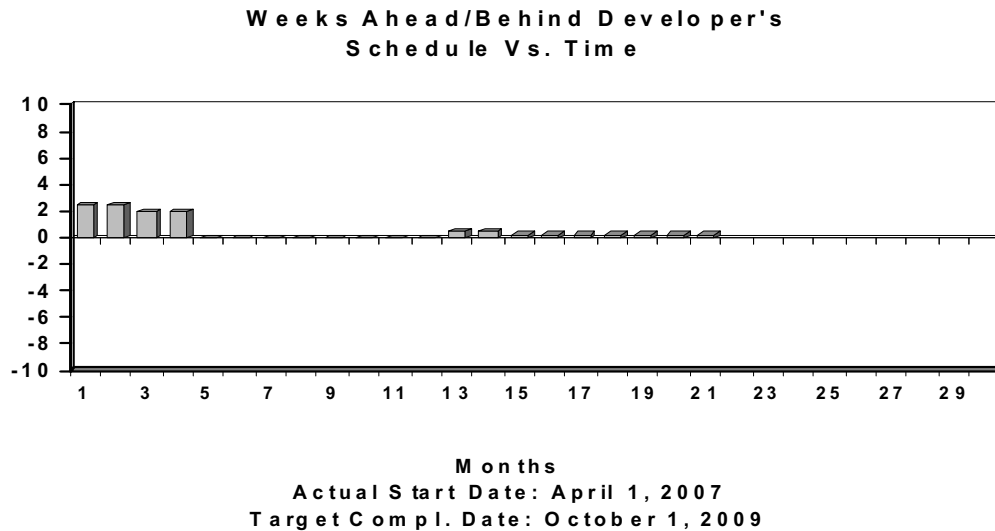


An \$111,039,860 contingency was available solely for direct costs, which originally represented 6.2% of the direct cost budget (less the contingency value). This was increased by \$100,854,392 to \$211,894,252 as a result of expected change orders for extra costs during a previous PC.

During this PC, the Developer executed \$11,234,778 in change orders to the General Contractor's Control Budget, which reduced the contingency from \$101,648,100 to \$90,413,322. The current curve indicated a project surplus of approximately \$50,000,000; however, that is suspect pending potential subcontractor claims to accelerate the schedule to meet the aggressive target.

4. SCHEDULE STATUS

4.1. Construction Schedule



IVI has received a copy of the undated Major Construction Summary and Milestones, which outlines the overall 30-month construction schedule on a summary level and is an adequate overview presentation of the schedule. IVI has also received the Monthly Update Schedule, dated December 6, 2007 updated by phase; Tower, Podium and Garage/Convention Center and by discipline. This is considered the baseline schedule.

The schedule start date of April 1, 2007 is based on the Developer issued Notice to Proceed of April 1, 2007 through completion of the entire project, October 1, 2009. The schedule represents a phased fast-track program, since construction operations commenced prior to completion of all construction documents.

The Developer has retained PCI, a schedule consulting firm, to independently review the progress of the work with weekly meetings and issue monitoring reports on the status of the schedule that have been provided to IVI. Key construction dates are currently indicated as follows based on PCI's January 9, 2009 (Exhibit "N") schedule report (milestone pages only) which indicates that the project is tracking on schedule. PCI and the General Contractor concurred that the project is on schedule. PCI attends the draw meetings as a 'checks and balance' to insure that the project remains on schedule, and any difference of opinion concerning the schedule can be immediately addressed without impacting the completion dates for each component/phase.

IVI has received an updated Podium Venue Schedule dated January 5, 2009 (Exhibit "O"). The matrix details the process for each of the venues from inception to completion. Currently a majority of the spaces are tracking on or slightly ahead of schedule.

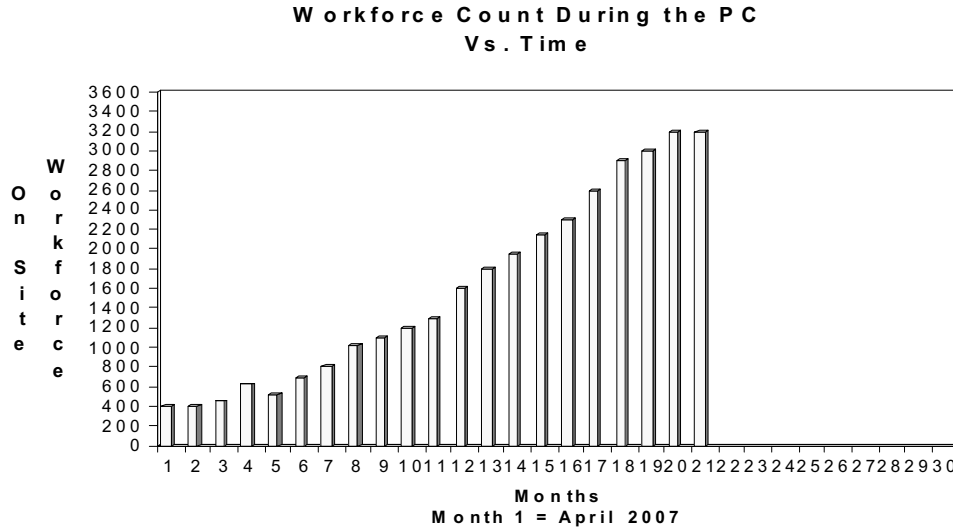
Task	Targeted Date	Actual A/Targeted Date
Start Tower Sitework and Piles	December 13, 2006	January 2, 2007 (A)
Start Garage Sitework and Piles	January 12, 2007	January 2, 2007 (A)
Start Podium Sitework and Piles	January 15, 2007	April 16, 2007 (A)
Complete Tower Sitework and Piles		September 12, 2007 (A)
Start Podium Structural Steel Erection	July 23, 2007	September 24, 2007 (A)
Tower Start Drywall T1 – T61	January 3, 2008	January 3, 2008 (A)
Perm Power to the Tower for Service Elevator	June 2, 2008	May 1, 2008 (A)
Garage Construction Parking available	July 31, 2008	August 28, 2008 (A)
Podium Begin Interior Build Out	May 21, 2008	April 18, 2008 (A)
Tower Passenger Elevators through T20	October 1, 2008	November 15, 2008 (A)
Tower Complete Structural Concrete	January 6, 2009	November 13, 2008 (A)
Start Convention Center Start-up/Testing & Commissioning	October 23, 2008	January 9, 2009
Tower – Start FF&E deliveries	March 2, 2009	March 2, 2009
Start Podium Start-up/Testing & Commissioning	February 18, 2009	August 2009
Tower – Complete FF&E deliveries	August 31, 2009	August 31, 2009
Start Tower Start-up/Testing & Commissioning	April 21, 2009	June 9, 2009
Start Garage Start-up/Testing & Commissioning		March 31, 2009
Ballroom/Convention Center Complete	May 20, 2009	March, 2009
Garage Complete		March 31, 2009
Podium Complete	September 21, 2009	August 28, 2009
Tower Complete	September 21, 2009	September 30, 2009
Soft Opening	September 22, 2009	October 2009
Grand Opening	October 12, 2009	October 1, 2009
Theatre Complete	April 9, 2010	April 9, 2010

Based upon our visit, work is tracking in-line with the latest schedule; however, it appears that the work in the podium may need to be accelerated to meet the aggressive target.

Due to installation issues, the curtain wall system is slightly behind schedule; however, the Contractor will prepare a make-up schedule for discussion at the February draw meeting. Additionally, concerning the retail spaces it is anticipated that several venues may open 30-60 days after the scheduled grand opening of October 2009; however, the Developer will fine tune the venue schedule within the next 30 to 45 days.

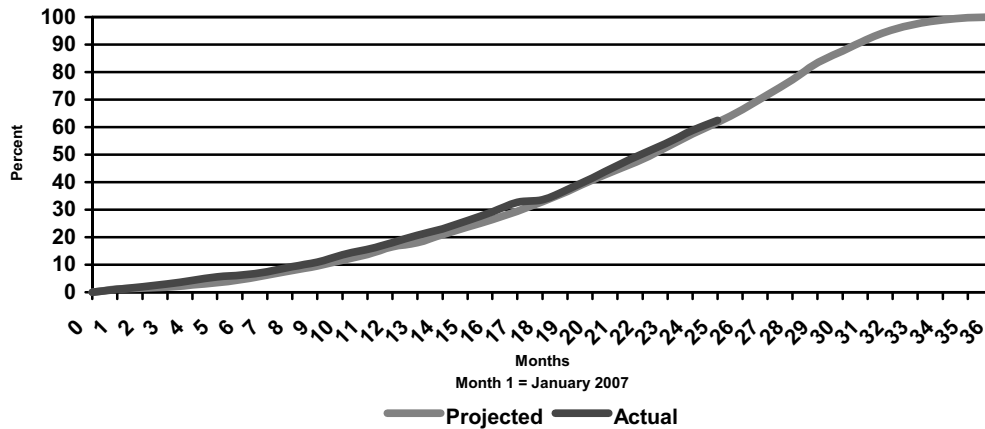
4.2. Workforce

During the PC, the workforce averaged approximately 3,200 trade people on site. This current workforce is adequate to ensure progress consistent with the construction schedule.



4.3. Disbursement Schedule

Cumulative Direct Cost Disbursements vs. Time

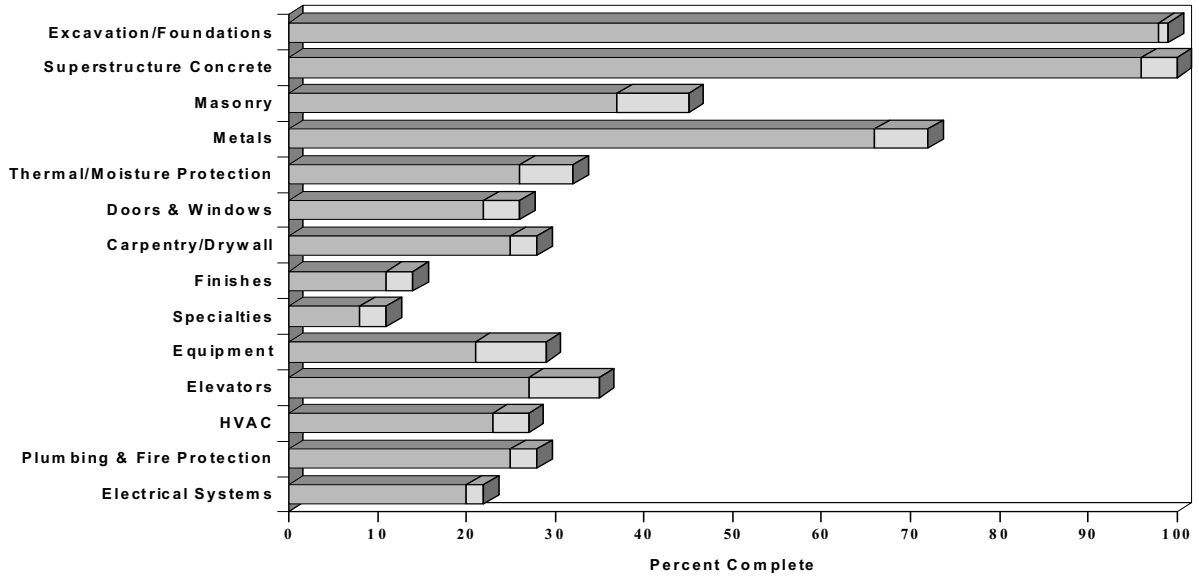


IVI originally received a copy of the Developer’s Project Cash Flow based on the 30-month construction schedule; however, this was based upon an April 2007 start. Subsequently, we plotted the projected S-curve for the 36 month construction period, which took a January 2007 start and two (2) month close-out period into account. The project's cumulative net direct cost disbursements are now 62.4% of the direct cost budget, right in line with projections.

5. CONSTRUCTION STATUS

5.1. Key Indicators

Construction Progress of Key Systems



5.2. System Status

Temporary Facilities

The Developer has a fully staffed project office off-site on the adjacent property formerly known as the ‘Wet-n-Wild’ site. The Contractor’s office consists of a series of approximately six (6) adjoining trailers; however, there are currently approximately 50 to 60 “job-trailers” on site.

Site Work

The basic roadways and infrastructure adjacent to the site exist and will be modified per the established scope of work. Off-site water and sanitary connection is in process in the Riveria Boulevard right-of-way and is approximately 98.5% complete with an anticipated completion January 31, 2009. Also, the overhead electrical lines relocation phase of the project is 100% complete.

The electrical feeds; Swenson and Highland are 100% and were previously accepted by Nevada Power and Light.

The Contractor entered into a third lease amendment effective January 1, 2009 (Exhibit “P”) for approximately two (2) acres of unimproved land located on Paradise Boulevard to provide additional employee parking.

Building lighting protection for the four components;

Component	Previously Completed	Completed this PC
Tower	7.0%	17.0%
Podium	50.0%	57.0%
Garage	93.0%	95.0%
Pylon	0%	0%

The percent complete for the tower will remain relatively flat until completion of the superstructure roof and parapet.

During mass excavation of the site, the subcontractor uncovered Orphan Tanks 3 and 4, reporting the discovery to NDEP. The closure of the USTs will be remediated the same way Orphan Tanks 1 and 2 were handled. Specifically; the tanks and their contents were removed and disposed of by the instructions of NDEP. Currently, the excavated soils are being disposed of at the proper facilities per County and State requirements, scheduled for completion in June/July 2009. The dewatering wells are being tested on a regular basis to ensure that contaminants have not reached the water tables. All costs for excavation and removal of the tanks are being paid through Fontainebleau’s Pollution Control Insurance Policy (AIG). No costs for the associated work have been added to the Construction Budget.

A. TOWER (200)

Excavation and Foundations

Site clearing and earthwork is 100% complete.

Concrete Superstructure

The core foundation is 100% complete. The superstructure was “topped-off” on November 13, 2008, 6-weeks ahead of schedule.

Masonry

The project has not reached this stage of the construction schedule.

Roofing and Waterproofing

The project has not reached this stage of the construction schedule.

Doors and Windows

A mock-up of the curtain wall system was constructed in Los Angeles, reviewed and approved by the Architect, Developer and Contractor. All of the curtain wall material has been ordered with the status as follows:

Task	Previously Completed	Completed this PC
Curtain Wall Clips 100%		
North Elevation	T49	T50 thru T53
South Elevation	T49	T50 thru T53
East Elevation	T45	T46 thru T55
West Elevation	T49	T50 thru T53
Curtain Wall System 100%		
North Elevation	T42 T43 thru T44/50%	T43 thru T46 T4 thru T48/50%
South Elevation	T44 T45 & T 46/50%	T45 thru T50
East Elevation	T46	T47 thru T52 T53 & T54/50%
West Elevation	T36 T45 & T46/50%	T37 thru T46 T47 & T48/50%

Note the curtain wall system has not been installed on mechanical level T32.

Due to performance issues on the installation of the curtain wall system, Embassy Glass, Inc. was replaced with Helou & Sons. The following issues have previously arisen concerning the curtain wall system that has impacted the schedule: movement of the structure above T32 and “wind days”. This had caused a schedule delay of approximately 12 days. The General Contractor implemented 10-hour days in October and November to make up for lost time and during this PC has reduced the delay to approximately 5 days.

Currently, weather permitting the Contractor is implementing a 4 floors per week curtain wall system schedule to T62 anticipating completion by mid-February with the north elevation lagging and no impact to the critical path schedule.

Carpentry and Drywall

The following tasks are 100% complete to the following levels:

Task	Previously Completed	Completed this PC
Partition layout	T1 thru T61	T62 thru T64
Install top track	T1 thru T50	T51 thru T54
Metal stud framing	T1 thru T48	T49 thru T52
Ceiling framing	T1 thru T39	T40 thru T44
Tub framing	T1 thru T28	T29 thru T42
Drywall one side (Rooms)	T1 thru T33	T34 thru T35
Drywall two side (Rooms)	T1 thru T33	T34 thru T35
Tape and finish (Rooms)	T1 thru T32	T33 thru T35
Drywall one side (Condos)	T1 thru T30	T32 thru T35
Drywall two sides (Condo)	T1 thru T30	T32 thru T35
Tape and finish (Condo)	T1 thru T30	T32 thru T33

Finishes

The following tasks are 100% complete to the following levels (unless otherwise noted):

Task	Previously Completed	Completed this PC
Ceiling skim coat	T1 thru T56	No change
Install porcelain tile (Rooms)	T1 thru T20 T21/50%	T21 thru T24 T25 & T26/50%
Install porcelain tile (Condo)	T1 thru T15	No change
Install tub decks	T1 thru T39	T40 thru T44
Install shower curbs	T1 thru T28	T29 thru T33
Shower curb stone	T1 thru T14 T15 thru T25/90%	No change
Set Tubs	T1 thru T 21	T22 thru T30
Install Carpet T1 thru T19	T1 thru T19 T20 & T21/65%	T22 thru T24/10%
Wall covering T1 thru T5 T6 thru T22 T23 T24 thru T28 T29 T30	95% 90% 50% 0% 0% 0%	95% 90% 90% 90% 70% 25%
Painting T1 thru T3 T4 thru T5 T6 thru T18 T19 T20 & T21 T22 T23 thru T25 T26 T27 & T28 T29 T30	95% 95% 90% 50% 45% 90% 75% 50% 0% 0% 0%	95% 95% 95% 95% 95% 95% 90% 90% 90% 70% 25%
Shower enclosure Rooms Condo	T1 thru T18 T1 thru T3	T19 thru T22 T4 thru T5
Bathroom vanities Rooms Condo	T1 thru T22 T1 thru T8	T23 thru T26 T9 thru T13
Condo Kitchen Cabinets	T1 thru T14	T15 thru T18

Conveying Systems

The elevator system has been delivered to the site and is proceeding on schedule as follows:

Task	Previously Completed	Completed this PC
Passenger Cars P1 thru P8	100%	100%
Passenger Cars P9 thru P16	70%	75%
Passenger Cars P17 thru P24	0%	30%
Passenger Cars P25 thru P32	0%	25%
Service Cars S1 thru S8	95%	100%
Service Cars S9 thru S16	70%	75%

Passenger cars P1 thru P8 and Service cars S1 thru S8 are operational since November after execution of a contract with the Hoister's union for operators.

Fire Protection

The following tasks are 100% complete to the following levels (unless otherwise noted):

Task	Previously Completed	Completed this PC
Rough-In	T1 thru T52	T53 thru T56
Sprinkler System Trim	T1 thru T30 & T31 thru T35/50%	T31 thru T35 & T36 thru T40/50%
Fire Pump rough-in	85%	92.5%

The fire standpipe is in process to T56.

Plumbing

The following tasks are 100% complete to the following levels (unless otherwise noted):

Task	Previously Completed	Completed this PC
Install soaking tubs	T1 thru T30	T31 thru T42
In wall plumbing	T1 thru T43	T44 thru T50
Plumbing Rough-In	T1 thru T53	No change
Install fixtures	0%	0%
Install trim	T1 thru T43	T44 thru T49/20%

Risers, laterals are 100% complete with the overhead work complete to Level T59 and in progress up to Level T63.

HVAC

The percentage complete for the following major tasks are:

Task	Level	Previously Completed	Completed this PC
Set Distribution Equipment	Retail Mech.	95%	No change
Set Distribution Equipment	T31	80%	No change
Sleeves, Hangers/Supports	T1 thru T57	T62	Complete

Task	Level	Previously Completed	Completed this PC
Rough-In Ductwork/Piping	T1 thru T36	100%	Complete
Rough-In Ductwork/Piping	T31	55%	60%
Rough-In Ductwork/Piping	T32	50%	50%
Rough-In Ductwork/Piping	T37 thru T44	70%	96%
Rough-In Ductwork/Piping	T45 thru T49	50%	50%
Rough-In Ductwork/Piping	T50 thru T54	50%	50%
Rough-In Ductwork/Piping	T55 thru T58	5%	5%
Set Fan Coil Units	T1 thru T32	100%	Complete
Set Fan Coil Units	T33 thru T36	80%	90%
Set Fan Coil Units	T32	60%	90%
Set Fan Coil Units	T37 thru T39	20%	90%
Set Fan Coil Units	T40 thru T43	5%	5%

Electrical

The percentage complete for the following task are:

Task	Level	Previously Completed	Completed this PC
Main Switchgear Distribution	T31	94%	96%
Main Switchgear Distribution	T62	58%	88%
Power Lighting & Branch	T1 thru T5	85%	95%
Power Lighting & Branch	T6 thru T12	85%	85%
Power Lighting & Branch	T13 thru T24	80%	80%
Power Lighting & Branch	T25 thru T33	60%	68%
Power Lighting & Branch	T34 thru T41	10%	20%
Power Lighting & Branch	T42 thru T58	4%	10%
Power Lighting & Branch	T59 & T60	4%	4%
Power Lighting & Branch	T61	4%	4%

B. GARAGE/CONVENTION (300)

A failure occurred in one of the double tees placed on Level P-6 in August 2007 which started a chain reaction, resulting in the collapse of seven (7) double tees. The seven (7) double tees damaged the Casino Deck Level where the debris settled. This has been repaired; however, delays of six (6) to eight (8) weeks have resulted which will not impact the completion day.

Excavation and Foundations

Mass excavation, drilled piers, piles, micro piles and the secant wall are 100% complete. The secant wall permit was closed out November 2007.

Concrete Superstructure

The foundation is underway with 100% of the walls and perimeter walls complete. 100% of the double tees have been fabricated and installed. Slab placement in increments of 20,000 SF continues three to five times per week with approximately 99% in place, an increase of 4% during this PC.

Masonry

The contractor has completed 91% of the masonry work within the Nevada Power Yard area, an increase of 1% during this PC.

Structural Steel

The structural steel structure was completed on October 24, 2008.

Miscellaneous Metals

The emergency egress stairs and railings are in process with 78% complete.

Roofing and Waterproofing

The subcontractor has mobilized, completing the underlayment at the cooling tower and 35% of the roofing installation, and a 5% increase this PC.

Doors and Windows

The exterior metal framing is in process and the percentage complete for the following tasks are:

Task	Previously Completed	Completed this PC
South Façade	70%	70%
East Façade	75%	75%
Exterior Louver System	99%	100%
Doors & Hardware	15%	20%

Carpentry and Drywall

Framing and drywall is in progress on the Dock/Parking Levels and Ballroom with 70% and 65%, respectively, an increase of 5% during this PC for each component.

Finishes

The painting subcontractor has mobilized on Level P-1 for painting of the exposed concrete and is 90% complete, no increase this PC.

Conveying Systems

Shop drawings for the elevators have been approved, and shafts for the hydraulic elevators have been set. Materials for the South Freight Elevators have been delivered; motors have been installed and the balance of material is stored on-site. It is anticipated that elevators CF 6 thru 8, CS-2 and EP 1 thru 3 will be operational by February 2009.

Fire Protection

The standpipe has been set at the south end of the garage with approximately 75% of the rough-in complete, a 3% increase during this PC. Approximately 95% of the applied fire proofing is complete, an 8% increase during this PC.

Plumbing

Materials have been purchased and are being stored in the Developer's warehouse. The percentage complete for the following tasks are:

Task	Previously Completed	Completed this PC
Underground dewatering	88%	95%
Central Plant rough-in	100%	Complete
Convention Center/Ballroom	60%	75%
Underground sanitary lines	87%	90%

HVAC

Engineering is in progress and hangers below the casino level are being placed. The eight chiller units are currently installed and five boilers have been set. Mechanical chase to the roof is in process with 98% complete, a 1% increase this PC. Installation of the roof top air houses is in process with 80% complete, a 20% increase this PC. The cooling towers are in place and installation remains at 99% complete.

Electrical

The underground electrical duct bank is 100% complete and the conduit from Rivera to the Nevada Power yard is in-place. Primary switch gear has been set and temporary power has been provided. Installation of the generators is in process with 87% complete, no increase this PC.

C. PODIUM (500)

Excavation and Foundations

Mass excavation has been underway and is 100% complete with a small area remaining north and northwest of the Tower. 100% of the drilled piles/caissons are complete with 98% of the pile caps complete, no change this PC. The pile caps will be completed upon demobilization of Garage/Convention Center crane.

Concrete Superstructure

The percentage complete for the following tasks are:

Task	Previously Completed	Completed this PC
Grade Beams/Wall Foundations	98%	98.5%
Basement Walls	85.5%	87%
Core/shear Walls	100%	Complete
Slab on Grade	55%	65%
Slab on Metal Decking	65%	70%

Masonry

Walls in the Valet Level are 75% complete, an increase this PC of 20%.

Structural Steel

Installation of the steel stairs is in progress in Sequence 1. The percentage complete for the following tasks are:

Task	Previously Completed	Completed this PC
Structural Steel & metal decking on-site	77%	78%
Installed steel & metal decking	67%	68%
Steel frame erection		
Sequence 1 (Meeting Rooms North)	100%	Complete
Sequence 2A (Pool Suites)	100%	Complete
Sequence 2B (South Shops)	100%	Complete
Sequence 3A (Meeting Rooms South)	100%	Complete
Sequence 3B (Theatre)	100%	Complete
Sequence 4 (Casino/Pool Deck)	85%	90%
Sequence 5A (Casino Pool Deck)	100%	Complete
Sequence 5B	100%	Complete

The last main truss is schedule for installation on January 12, 2009.

Miscellaneous Metals

Engineering and fabrication for the steel stairs continues to proceed and is 97% complete, an increase this PC of 4%.

Roofing and Waterproofing

Below grade waterproofing is 95% complete and waterproofing Level 8 is 22% complete.

Doors and Windows

Door framing in the Back of House area is in process and is 51% complete.

Carpentry and Drywall

Installation of the metal studs and drywall is in progress with 30% complete, an increase this PC of 10%.

Finishes

The project has not reached this stage of the construction schedule.

Conveying Systems

The escalators have been delivered to the site and rail installation for Elevators HS1 and HS2 continues to proceed and is 83.5% complete, no increase this PC.

Fire Protection

Installation has begun at the casino levels below the Tower. Spray fire proofing overall is 61% complete in the south podium, an increase of 4% this PC. The progress per floor is detailed below:

Task	Level	Previously Completed	Completed this PC
2 nd Floor Framing	Valet	71%	75%
3 rd Floor Framing	Casino/Theatre	67%	80%
4 th Floor Framing	Casino Mechanical	100%	Complete
5 th Floor Framing	Retail/Meeting L01	86%	87%
7 th Floor Framing	Retail Mech./Meeting L02	80%	81%
8 th Floor Framing	Pool Sub-deck	39%	47%
9 th Floor Framing	Pool Deck/Meeting L02	45%	46%
10 th Floor Framing	VIP L01	50%	58%
11 th Floor Framing	VIP L02/Meeting L03	50%	54%
12 th Floor Framing	VIP L02/Theatre	50%	54%
13 th Floor Framing	VIP L04/Meeting L05	45%	52%
14 th Floor Framing	VIP Roof/Meeting L06	45%	46%

Plumbing

Installation has begun at the casino levels below the Tower and sleeving/canning is proceeding with approximately 51% complete, a 2% increase during this PC.

HVAC

Installation has begun at the casino levels below the Tower and sleeving/canning is proceeding with approximately 28% complete, a 2% increase during this PC.

Electrical

Installation has begun at the casino levels below the Tower for temporary power, main power and low voltage, and sleeving/canning is proceeding with approximately 38% complete, a 2% increase during this PC.

D. FF&E

Tower (200)

Deposits have been placed for long lead item and items critical to maintaining the construction schedule. These items include: bathroom vanities and guest closet units, as detailed in Section 2.3 of this report.

Garage/Convention (300)

No deposits have been placed as of this date.

Podium (500)

No deposits have been placed as of this date.

5.3. Quality of Work and Conformance with Construction Documents

The work observed appears to be in general conformance to the drawings and specifications we have reviewed, and during our site visit, we did not observe any significant areas of unsatisfactory workmanship. The previously deficient precast concrete tees have now been replaced. In addition, work has been performed in accordance with generally accepted construction industry standards.

At the time of our site visit, the street side elevations of the project have been fenced in securely and appropriate safety measures appear to have been taken. IVI noted that generally, all workers were wearing hard hats.

Five (5) previous material incidents have occurred on-site:

Material Incidents		
#	Date	Comments
1	Thursday August 2, 2007	Three (3) construction workers were involved in a construction site fall; falling from an approximate height of 30-feet. One (1) worker died and two (2) sustained minor injuries. Complete details are not available at the present time; however, once the detailed information becomes available IVI will incorporate into the next PSR. OSHA was immediately called, inspected the area of the accident, and allowed construction to proceed. The OSHA report will also become part of a forthcoming PSR.
2	Monday August 6, 2007	A precast concrete tee collapse took place within the proposed Garage/Convention Center area in the southeast quadrant of the site. Specifically; one (1) precast concrete tee failed under its own weight. It is believed that the failure was due to an insufficient length of re-bar at the bottom chord of the precast tee. This is considered an anomaly; the Developer and Contractor in conjunction with their team of professionals have prepared a two volume Double Tee Incident Correspondence & Photos report confirming that this was an isolated incident. The cause of the failure was determined to be due to the misplacement of the reinforcing in the North West corner of the Double Tee at level P-6. During the investigation, discrepancies were observed concerning the tendons on all of the tees. It has been

Material Incidents		
#	Date	Comments
		determined that all of the 9' tees and 12' tees longer than 60' must be removed, recast and replaced. The aforementioned will affect approximately 300 tees. The on-site tees have been replaced at this time.
3	Monday February 11, 2008	A construction worker was struck by a chilled water pipe as it slid through the nylon chokers from the 19 th Floor to the 18 th Floor. The injuries sustained are a left hand which was nearly severed and a compound fracture to the right leg in two places. (Note that the hand was successfully reattached later in the day).
4	Tuesday June 3, 2008	The hydraulic crane cable snapped causing two (2) beams to fall and damaged two (2) in-place concrete garage tees. The damaged tees were replaced within by Friday June 6, 2008.
5	Wednesday June 25, 2008	Welding was in process directly above the product "Polacell" on the low roof of the garage. The product ignited and quickly became too big for the fire watch posted; the on-site water truck and the fire department extinguished the fire. Additionally, the fire caused extensive damage to the large generator temporary located next to the fire lane. The incident is currently under review and a report is expected within the next 30 to 60 days (August 2008 to September 2008).

Concerning incidents 1 and 2 OSHA verbally acknowledged on their closing conference call, Wednesday September 5, 2007 that no fault or any negligence in TWC or FB. There will be no monetary fines or citation for the two (2) accidents, a formal OSHA investigation report is due between August 2008 and January 2009.

Five (5) additional incidents with minor injuries have occurred on-site, Monday December 10, 2007, Thursday January 3, 2008, Saturday January 12, 2008 and Monday September 1, 2008 and Thursday October 2, 2008. The incidents are currently under investigation by OSHA and the fourth by LVPD.

There is a concern related to the fourth incident and LVPD. Apparently even though LVPD was at the scene twice; once for the drunk driver and the second for the barricade collapse, there was no accident report filed by LVPD. This is being investigated by the General Contractor's attorneys. In the interim, the General Contractor has been contacted by an attorney representing the 20 year old injured women; however, a lawsuit has not been filed as of November 4, 2008. The costs incurred including a reserve total \$412,337 as detailed in the General Contractor's letter dated December 31, 2008 (Exhibit "Q").

5.4. Testing Reports

IVI has received copies of previous monthly non-conformance Inspection Report Logs (Exhibit "R") dated December 30, 2008.

6. DOCUMENTATION UPDATE

6.1 Drawings and Specifications

IVI has received the Major Milestone Summary, which includes Value Engineering (“VE”) updated April 12, 2007 prepared by BWA, which outline the design status.

The project is tracking the schedule with milestone updates incorporated in the outline below:

Component	Task	Date
Site	Land Use Permits Available	October 4, 2006
Site	Grading Drainage Permit Study Approved	October 13, 2006
Garage/Convention Center	Issue for Permit 100% Foundation Construction Documents	October 31, 2006
Tower	Issue for Permit 100% Foundation Construction Documents	November 6, 2006
Tower	Issue for Permit 50% Construction Documents	November 21, 2006
Garage/Convention Center	Issue for Permit 50% Construction Documents	December 1, 2006
Tower	Issue for Permit 100% Structural Construction Documents (up to level 35) Mechanical Level	December 12, 2006
Garage/Convention Center	Issue for Permit 100% Structural Construction Documents	December 18, 2006
Tower	Issue for Permit 80% Construction Documents	February 1, 2007
Podium	Issue for Permit 100% Foundation Construction Documents (South Tower)	February 1, 2007
Podium	Issue for Permit 50% Construction Documents	February 1, 2007
Tower	Issue for Permit 100% Structural Construction Documents (Level 36 to Top)	February 7, 2007
Garage/Convention Center	Issue for Permit 80% Construction Documents	February 14, 2007
Podium	Issue for Permit 100% Structural Construction Documents (South of Tower)	March 2, 2007
Tower	Issue for Permit 100% Construction Documents	March 12, 2007
Garage/Convention Center	Issue for Permit 100% Construction Documents	March 21, 2007
Garage/Convention Center	Issue AMPE 100% CD's for permit	April 4, 2007
Podium	Issue Structural CD's (South Tower) for permit	April 20, 2007
Podium	Issue 80% Progress CD's	May 30, 2007
Podium	Issue for Permit 80% Construction Documents	June 1, 2007
Podium	Issue Theatre Footprint modification	July 15, 2007
Garage/Convention Center	CCBD approved proceeding as collapse	August 31, 2007
Podium	Issue for Permit 100% Foundation/Structural Construction Documents (North of Tower)	September 19, 2007

Component	Task	Date
Garage/Convention Center	Permit issued for AMPE	October, 2007
Podium	Issue ASMPE 100% CD's (North Tower) for permit	October, 2007
Garage/Convention Center	Revised Ballroom/Convention Center CD's issued	October 1, 2007
Podium	Issued VE North Podium Foundation and Structural Plans	February 1, 2008
Garage/Convention Center	100% AMEP issued	February 4, 2008
Garage/Convention Center	Ballroom interior design CD's issued	February 29, 2008

In anticipation that several venues may open 30-60 days after the scheduled grand opening of October 2009 a mural will be designed and constructed for the future storefront spaces along the promenade.

6.2. Permits

Permits are in place for the current work underway. The permits received during this PC (Exhibit "S") are bolded below:

Component	Description	Permit No.	Date Issued
Site	Dust Permit	33202	November 20, 2006
Site	Temporary Discharge Permit	Tnev2007368	December 4, 2006
Site	Demolition	06-41516 DE2	December 4, 2006
Site	Temporary Power Permit	06-53143 EPD	December 13, 2006
Site	Land Use Permit	06-41514	December 14, 2006
Site	Grading Permit	06-41514 GD6	January 12, 2007
Site	Secant Wall Permit	06-46993 BU1	January 16, 2007
Tower	Phased Foundation	06-48249 BU3	February 20, 2007
Garage	Emergency Ramp	06-52272 BU1	February 22, 2007
Wet n Wild	Dust Permit	N/A	February 22, 2007
Wet n Wild	Demolition (<i>Wet-n-Wild</i>)	07-12042 DE2	March 1, 2007
Tower	Structural	06-48249	March 6, 2007
Garage	Foundation-Parking	06-47392 BU1	March 14, 2007
Tower	Structural (Levels 1 through 34)	07-05172	May 3, 2007
Garage	Structural Permit	07-7220-BU4	May 4, 2007
Podium	Foundation Permit	07-11015	May 10, 2007
Tower	Structural	06-48249	May 14, 2007
Garage	Sub-Slab Drainage	06-47392 BU3	May 17, 2007
Garage	Structural	07-25864	June 12, 2007

Component	Description	Permit No.	Date Issued
Garage	Foundation Electrical	06-47392 EDP	June 25, 2007
Podium	Foundation Electrical	07-11015 EDP	July 6, 2007
Tower	AMEP	07-14840	July 31, 2007
Garage	Submittal Letter	07-33797	August 8, 2007
Podium	Structural	07-21582	August 9, 2007
Tower	Structural L35 – Roof	07-141186	August 12, 2007
Tower	Foundation	06-48249-001	August 16, 2007
Tower	Structural Permit	06-48249-02	August 16, 2007
Podium	Foundation F3	07-11015-001	August 27, 2007
Garage	Temporary Power	07-34342 EPD	September 5, 2007
Podium	Master Egress	06-48195-001	September 6, 2007
Tower	Structural Revision L1 – L34	07-5172-01	September 6, 2007
Garage	Materials & Methods	06-39826	September 15, 2007
Podium	Master Egress	06-48195-002	September 15, 2007
Tower	Electrical	07-14840-EPD	October 3, 2007
Garage	Structural	07-7220-01	October 18, 2007
Garage	Foundation	06-47392-01	October 19, 2007
Tower	Piping Supports @ Valet	06-48249-03	October 24, 2007
Podium	Underground	07-11015PLFT	October 29, 2007
Tower	Plumbing	07-14840-PLFT	November 1, 2007
Garage	Architectural Permit	07-17708 BU5	November 8, 2007
Garage	Micro Piles	07-32876	November 13, 2007
Garage	PLFT	07-17708-PLFT	November 14, 2007
Tower	Mechanical	07-14840	November 20, 2007
Garage	Closure Secant Wall Permit	06-46993 BU1	November 26, 2007
Podium	Foundation DPH	07-11015-03	November 29, 2007
Tower	Master Egress Permit	06-33024	December 15, 2007
Garage	Stairs 4, 5, & 6	07-7220-02	January 4, 2008
Garage	Double-Tee	07-7720-03	January 4, 2008
Podium	Foundation Phased	07-38187 BU3	January 14, 2008
Podium	North Podium Foundation and Structural Permit	07-40154 BU4	January 18, 2008
Garage	Structural	07-7220-04	January 18, 2008
Garage	Foundation	06-47392-02	February 7, 2008
Podium	AMEP	07-42658BU	February 13, 2008
Podium	South Podium	07-33462 BU5	February 20, 2008

Component	Description	Permit No.	Date Issued
Tower	Revisions	07-33024	February 20, 2008
Podium	North Podium AMPE	07-42658	February 25, 2008
Tower	Structural Smoke Control	07-14840	March 4, 2008
Garage	AEMP Revisions	07-17708-01	March 4, 2008
Podium	MEPD	07-33462EPD	March 5, 2008
Site	Fire Protection Report	06-33024	March 6, 2008
Garage	Fire Protection Report	06-39826	March 6, 2008
Podium	Fire Protection Report	06-48195	March 6, 2008
Podium	Fire Protection Report	07-33462	March 6, 2008
Tower	Curtain Wall and Embeds	07-5172-04	March 7, 2008
Tower	Structural Revisions	07-14186-04	March 7, 2008
Tower	Rebar Revisions	07-5172-03	March 9, 2008
Podium	Plumbing	07-33462PLFT	March 11, 2008
Podium	Stairs 101, 115 & 117	07-21582-14	March 12, 2008
Podium	Stairs 116	07-21582-15	March 12, 2008
Podium	Porte Coche Revisions	07-38187-01	March 13, 2008
Podium	Porte Coche Revisions	07-40154-01	March 17, 2008
Podium	Stair Revisions	07-21582-16	March 20, 2008
Podium	Framing Revisions	07-21582-17	March 20, 2008
Tower	Arch Revisions	07-14840-07	March 25, 2008
Tower	Engineering	06-33024-02	April 6, 2008
Site	Pedestrian Overhead Canopy	08-06455 BU1	April 8, 2008
Tower	Architectural Revision	07-14840-05	April 8, 2008
Garage	Structural Revision	07-7220-05	April 15, 2008
Tower	Sprinkler System	N/A	April 15, 2008
Garage	Foundation Revision	06-47392-03	April 25, 2008
Podium	Stair Revision	07-21582-20	April 28, 2008
Tower	Engineering	06-33024-03	May 6, 2008
Podium	Stair Revision	07-21582-31	May 7, 2008
Tower	Arch Revisions	07-14840-09	May 8, 2008
Podium	Arch Revision	07-33462-01	May 12, 2008
Garage	Arch Set Rev.	07-17708-02	May 13, 2008
Podium	Structural	07-21582-23	May 20, 2008
Podium	Structural	07-21582-22	May 21, 2008
Tower	Stairs #1, #2 & #3	07-5172-007	May 22, 2008
Tower	Architectural	07-14840-10	May 28, 2008

Component	Description	Permit No.	Date Issued
Garage	Stairs #10 & #22	07-7220-06	May 28, 2008
Podium	Life Safety	06-48195-03	May 29, 2008
Garage	Stairs #16	07-7220-07	June 2, 2008
Garage	Stair Framing	07-7220-09	June 4, 2008
Tower	Structural	07-5172-008	June 6, 2008
Tower	Structural	07-14186-06	June 16, 2008
Podium North	Structural	07-40154-02	June 17, 2008
Podium North	Foundation	07-40154-02	June 17, 2008
Tower	Structural	07-5172-09	June 20, 2008
Tower	Stairs 1-3	07-14186-10	June 20, 2008
Garage	Sanitary	08-13931 BU1	July 7, 2008
Tower	Architectural	07-14186-07	July 8, 2008
Podium	Structural	07-21582-24	July 8, 2008
Tower	Electrical	07-14840-12	July 11, 2008
Tower	AMEP	07-14840-11	July 11, 2008
Tower	Architectural	07-14186-09	July 16, 2008
Podium	Site	07-33462-03	July 17, 2008
Garage	Electrical	07-17708-EL	July 25, 2008
Garage	Structural	07-7220-11	July 29, 2008
Garage	Structural	07-7220-12	July 30, 2008
Podium	Stairs	07-21582-18	July 8, 2008
Podium	Framing	07-21582-26	July 8, 2008
Garage	East Elevation	07-7220-13	July 15, 2008
Podium	Architectural	07-33462-02	July 30, 2008
Podium	Site	07-33462-04	July 30, 2008
Podium	Mechanical	07-42658 MEFT	August 5, 2008
Podium	Spa	08-13578	August 7, 2008
Garage	Barrier Cables	07-7220-14	August 8, 2008
Podium	Theatre Arch.	07-33462-05	August 11, 2008
Podium	Building	07-42658-01	August 11, 2008
Tower	Misc. Coordination	07-14840-13	August 15, 2008
Podium	Structural	07-21582-27	August 19, 2008
Podium	Plumbing	07-42658 PLFT	August 21, 2008
Garage	Structural	07-7220-15	September 3, 2008
Garage	Structural	07-7220-16	September 4, 2008

Component	Description	Permit No.	Date Issued
Podium	Foundation	07-38187-3	September 5, 2008
Tower	Misc. Coordination	07-14840-14	September 9, 2008
Podium	Stair 121	07-21582-25	September 9, 2008
Podium	Structural	07-33462-06	September 10, 2008
Podium	Structural	07-40154-3	September 10, 2008
Garage	Structural	07-7220-18	September 11, 2008
Podium	Casino	08-23297	September 11, 2008
Garage	Structural	07-7220-19	September 12, 2008
Garage	Structural	07-7220-20	September 14, 2008
Garage	TCO Exit Plan	07-7220	September 15, 2008
Garage	Foundation	06-47392-04	September 15, 2008
Podium	Structural	07-40154-4	September 17, 2008
Tower	Materials & Methods	06-33024-11	September 21, 2008
Podium	Building	07-42658	September 23, 2008
Podium	Building	08-13578-01C	September 23, 2008
Podium	Framing	07-21582-29	September 24, 2008
Podium	Architectural	07-21582-28	September 24, 2008
Garage	Structural/Stair #3	07-7220-21	October 1, 2008
Podium	Architectural	07-21582-31	October 6, 2008
Garage	Structural	07-7220-22	October 6, 2008
Tower	Structural	07-14186-012	October 7, 2008
Podium	Structural	07-38187-4	October 7, 2008
Podium	Framing	07-21582-32	October 10, 2008
Garage	Fire	07-17708-FA	October 15, 2008
Podium	Stair 192	07-21582-41	October 20, 2008
Podium	Stair 191	07-21582-43	October 20, 2008
Podium	Structural	07-21582-35	October 21, 2008
Tower	Structural	07-14186-013	October 21, 2008
Tower	Structural	07-14186-015	October 21, 2008
Tower	Architectural & MEP	07-14840-15	October 21, 2008
Podium	Structural	07-21582-33	October 22, 2008
Podium	Structural	07-21582-34	October 22, 2008
Garage	Architectural	07-17708-003	October 22, 2008
Site	Sidewalk Canopy	08-25201	October 24, 2008
Podium	Site	07-21582-36	October 27, 2008
Podium	Structural	07-21582-37	October 28, 2008

Component	Description	Permit No.	Date Issued
Podium	Structural	07-21582-39	November 10, 2008
Garage	Egress	07-7220	November 10, 2008
Garage	Misc.	07-7220-24	November 10, 2008
Podium	Wedding Chapel	08-27529	November 11, 2008
Podium	Theatre	07-21582-40	November 11, 2008
Garage	Structural	07-17708-04	November 12, 2008
Garage	Misc.	07-7220-26	November 12, 2008
Garage	Structural	07-7220-25	November 14, 2008
Garage	Structural	07-7220-27	November 18, 2008
Garage	Structural	07-7220-28	November 18, 2008
Podium	Convention Lobby	08-30383 BU1	November 18, 2008
Garage	Stair 2	07-7220-29	November 19, 2008
Garage	Structure	07-7220-30	November 19, 2008
Garage	Stair 11	07-7220-31	November 19, 2008
Podium	Stair 193	07-21582-42	November 25, 2008
Podium	Stair 157	07-21582-44	November 25, 2008
Podium	Stair 159	07-21582-45	November 25, 2008
Podium	Stair 162	07-21582-46	November 25, 2008
Podium	Stair 158	07-21582-47	November 25, 2008
Garage	Stair 9	07-7220-33	November 26, 2008
Garage	West Elevation	07-7220-32	November 29, 2008
Garage	Stair 1	07-7220-34	December 2, 2008
Podium	Structural	07-21582-48	December 5, 2008
Garage	SK-06 &SK-07	07-7220-35	December 8, 2008
Podium	Foundation delta NF6	07-38187-05	December 9, 2008
Podium	Structural delta NS8	07-40154-05	December 9, 2008
Podium	Bleau Lounge	08-31185 BU1	December 11, 2008
Garage	East Elevation	07-7220-36	December 13, 2008
Podium	Fireproofing	07-21582-38	December 17, 2008
Podium	Exterior Courtyard	07-21582-51	December 19, 2008
Podium	Fire Alarm	07-33462 FA 9	December 19, 2008

6.3. As-Built Survey

Not expected at this time.

6.4. Designer-of-Record Field Observation Reports

IVI has requested, but has not received a report for this PC.

6.5. Certificate of Occupancy

Upon governmental sign-off of each completed component/phase the GC will acquire a Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO). Either a TCO or CO has been received during this PC (Exhibit “T”-intentionally left blank) and bolded on the matrix below:

Component/Phase	Permit No.	Date Issued	Expires	Certificate
Parking Garage P-1 to P-3	07-7220	August 26, 2008	January 31, 2009	TCO
Parking Garage P-4	07-7220	October 1, 2008	January 31, 2009	TCO
Parking Garage P-1 to P-4	07-7220	December 1, 2008	January 31, 2009	TCO

6.6. Construction Meeting Minutes

The contractor has continued to provide Project Meeting Minutes prepared by BWA.

6.7. Shop Drawing and RFI Logs

IVI as requested has received the RFI Log – Outstanding for the garage, tower and podium (Exhibit “U”) during the PC.

6.8. Tenant/End-User Status and Approvals

IVI has not received copies of any executed lease agreements for the available retail spaces (Exhibit “V”-intentionally left blank). Listed below are the proposed tenants and allotted space:

Category	Level	Suite ID	Tenant	Leased Date	SFG
F&B	Casino	100A	Lobby Bar	TBD	4,391
F&B	Casino	R1	Gotham Bar & Grill	TBD	9,918
F&B	Casino	R2	FB Steakhouse	TBD	9,702
F&B	Casino	R4	Bar American	TBD	10,537
Retail	Casino	104	Retail	TBD	1,157
Retail	Casino	105	Retail	TBD	3,515
Retail	Casino	107	Retail	TBD	1,920
Retail	Casino	108	Retail	TBD	2,300
Retail	Casino	109	Retail	TBD	5,747
F&B	Retail	R6	Italian Concept	TBD	8,739
F&B	Retail	R12	Burger Bar	TBD	3,524
F&B	Retail	R7	Seafood	TBD	9,747
F&B	Retail	237	Gelateria	TBD	2,853
F&B	Pool	R9	Tapas Concept	TBD	7,006
F&B	Pool	R10	Hakkasen	TBD	11,889
F&B	Pool	R11	Night Club/Ultra Lounge	TBD	41,400
F&B	Casino	R3	NOBU Sushi	TBD	5,385
Retail	Casino	103	Retail	TBD	2,067
Retail	Casino	111	Retail	TBD	1,173
Retail	Casino	A2	Retail	TBD	5,040
Retail	Casino	116	Retail	TBD	2,731
Retail	Casino	116/LOGO	Retail	TBD	2,182
Retail	Casino	LOGO	Retail	TBD	2,036
Retail	Casino	Deli	Retail	TBD	1,689

Category	Level	Suite ID	Tenant	Leased Date	SFG
F&B	Retail	R5	NOBU	TBD	14,548
Retail	Retail	200	Retail	TBD	8,972
Retail	Retail	202	Retail	TBD	715
Retail	Retail	205	Retail	TBD	1,867
Retail	Retail	207	Retail	TBD	2,293
Retail	Retail	209	Retail	TBD	1,612
Retail	Retail	211	Retail	TBD	1,535
Retail	Retail	213	Retail	TBD	2,094
Retail	Retail	215	Retail	TBD	2,016
Retail	Retail	217	Retail	TBD	2,141
Retail	Retail	225	Retail	TBD	5,028
Retail	Retail	226	Retail	TBD	6,423
Retail	Retail	227	Retail	TBD	2,305
Retail	Retail	229	Retail	TBD	2,380
Retail	Retail	231	Retail	TBD	4,630
Retail	Retail	235	Retail	TBD	2,720
Retail	Retail	238	Retail	TBD	670
Retail	Retail	239	Retail	TBD	679
Retail	Retail	241	Retail	TBD	1,995
Retail	Retail	243	Retail	TBD	1,806
Retail	Retail	245	Retail	TBD	1,861
Retail	Retail	247	Retail	TBD	2,803
Retail	Retail	249	Retail	TBD	1,225
Retail	Retail	251	Retail	TBD	1,509
Retail	Retail	253	Retail	TBD	1,790
Retail	Retail	255	Retail	TBD	1,884
Retail	Retail	257	Retail	TBD	1,822
Retail	Retail	258	Retail	TBD	1,778
Retail	Retail	259	Retail	TBD	1,556
Retail	Retail	260	Retail	TBD	1,306
Retail	Retail	261	Retail	TBD	1,047
Retail	Retail	262	Retail	TBD	1,043
Retail	Retail	263	Retail	TBD	1,266
Retail	Retail	265	Retail	TBD	1,286
Retail	Retail	267	Retail	TBD	1,120
Retail	Retail	268	Retail	TBD	1,336
Anchor	Retail	A1	Retail	TBD	14,661
Anchor	Retail	A3	Retail	TBD	27,795
Total SFG					290,373

6.9. Closeout Documents

Not expected at this time.

6.10. LEED Status

The Developer previously provided the following as a summary update concerning the status of the LEED qualification costs and the sales tax benefit:

- Executed LEED Deferral Certificate Log;
- LEED Credit checklist; and
- LEED Scorecard & Action Plan.

The aforementioned outlined: potential credit, requirements for compliance, action plan, assigned responsibility and estimated premium costs.

During this PC, the Developer provided the following (Exhibit "W"):

- LEED credit checklist dated December 31, 2008.

Based upon this documentation, it appears that the project is on track to obtain a Silver certification. The governmental approval process is 4-6 weeks after final submission, with certification expected by March 2010.

7. SALIENT FACTS SCHEDULE

Project Location:	Las Vegas Boulevard, Las Vegas, Nevada
Project Type:	Fontainebleau Resorts Hotel Casino
Project Size:	8,749,063 SFG
Construction Delivery Method:	Cost-of-the-Work Plus a Fee
Developer:	Fontainebleau Las Vegas, LLC. 2827 Paradise Road Las Vegas, Nevada 89109 Mr. Deven Kumar, VP of Development Finance (702) 495-8055 (tel) (702) 495-8403 (fax) dkumar@fbresorts.com
BofA Contact:	Bank of America 901 Main Street, 64 th Floor Dallas, Texas 75202 Mr. Brandon Bolio (214) 209-3795 (tel) (214) 209-0085 (fax) brandon.bolio@bankofamerica.com
LBH Contact:	Lehman Brothers Holdings, Inc 399 Park Avenue New York, New York 10022 Josh Freedman (212) 526-7000 (tel) (212) 713-1278 (fax) josh.freedman@lehman.com
General Contractor:	Turnberry West Construction, Inc 6725 Via Austi Parkway, Suite 380 Las Vegas, Nevada 89119 Roger McElfresh, President (702) 495-8005 (tel) (702) 495-7110 (fax) RMcelfresh@turnberryltd.com
Architect:	Bergman, Walls & Associates. 2965 S. Jones Boulevard Suite C Las Vegas, Nevada 89146 Scott Walls (702) 940-0000 (tel) (702) 940-0001 (fax) swalls@bwaltd.com

8. DISBURSEMENT AGREEMENT TERMS

Agreements:	Executed subcontractor agreement requirements: 60% execution by April 30, 2007; 75% execution by June 30, 2007; 85% execution by October 25, 2007 and 95% after exhaustion of the second mortgage proceeds account.
Contingency:	\$111,039,860; usage to be approved by BofA.
Retainage:	10% retainage will be held per trade contractor until 50% completion, and then the Project Entities may terminate the requirement of further retainage to the extent that the cumulative retainage is equal to 5% of the contract value (as adjusted by change orders, if any).
Bonding:	Payment and Performance Bonds are required from major subcontractors with a value over \$25,000,000, unless specifically waived.
Reallocations:	To be approved by BofA.
Stored Materials:	Funding for stored materials is permitted with an on-site limit of \$25,000,000, an off-site limit of \$50,000,000, increased to \$75,000,000 at the October 2, 2007 draw request meeting for PSR 6 which may further be waived at the discretion of the disbursement agent and a deposit limit of \$50,000,000. Funding for retail stored materials is permitted with an on-site limit of \$4,000,000, an off-site limit of \$4,000,000 and a deposit limit of \$4,000,000. Evidence of insurance, an invoice, a bill-of-sale, and consultant or 3 rd party verification is required for funding.



Tower Roof - View of the roof top dunnage steel for the roof top HVAC units, vertical steel for the curtain wall system parapet and the elevator penthouse.



Tower Level T66 – View of the following in process items: domestic hot and cold water supply lines and vertical mechanical duct.



Tower Level T62 – View of the following: domestic hot and cold water supply lines, floor stub-up for the main sanitary sewer line, metal stud framing around the mechanical chases and mechanical chase branch line stub-out.



Tower Level T39 – View of the following in the main corridor; installed insulation, gypsum board along the ceiling, metal stud framing of the ceiling, main sprinkler line with sprinkler head stub-outs and electrical rough-in.



Podium Pool Deck – View of the structural steel framing and metal decking with pool openings framed.



Podium Pool Deck – View of the structural steel framing and metal decking with pool, spa and escalator openings framed.



Podium – View of the completed concrete mezzanine seating in the theatre.



Podium – View looking south at the stage area in the theatre.



Garage/Convention Center – View of the roof top equipment located on the upper roof of the garage/convention center.

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “B”

EXHIBIT C-1
to Master Disbursement Agreement

ADVANCE REQUEST

Certificate Date: **January 9, 2009**

Bank of America, N.A.,
as Disbursement Agent
Relationship Administration Office Manager
Credit Services & Administration
Commercial Real Estate NJ & PA
Bank of America, N.A.
750 Walnut Avenue
MC: NJ6-502-01-03
Cranford, NJ 07016
Attn: Jeanne P. Brown, Vice President

Re: Advance Request No. **1-26-2009** under Master Disbursement Agreement dated as of June 6, 2007 (the "Disbursement Agreement") among Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities"), the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent.

Requested Advance Date: **January 26, 2009**
Resort Amount Requested: **\$92,221,178.10**
Retail Amount Requested: **\$0**
Period Covered: **December 1, 2008 through December 31, 2008**

Ladies and Gentlemen:

The Project Entities hereby submit this Advance Request (the "Advance Request") pursuant to the Disbursement Agreement. Capitalized terms used herein without definition shall have the meanings assigned in the Disbursement Agreement.

The Project Entities hereby request the making of the Advances reflected in the Funding Order Report and Advance Request Transfer Report. In connection with the Advances requested herein, and to induce the Disbursement Agent and each relevant Funding Agent to make such Advances, the Project Entities hereby represent, warrant and certify as follows:

I. Certifications.

A. Attachments: Each of the following attachments to this Advance Request is what it purports to be, is accurate in all material respects, is consistent with the requirements of the Disbursement Agreement, and reflects the information required by the Disbursement Agreement to be reflected therein,

in each case as of the Advance Date specified above.

Appendix	Title
1	Requested Cost Report
2	Shared Cost Allocation Report ¹
3	Current Available Sources Report
4	Funding Order Report
5	Advance Request Transfer Report
6	[Reserved]
7	Detailed Remaining Cost Report
8	Remaining Cost Report
9	Retail Remaining Cost Report
10	In Balance Report
11	Lien Release Summary ²
12	Title Insurance Endorsement Chart ³
13	Inventory of Unincorporated Materials
14	Architect Advance Certificate
15	General Contractor's Advance Certificate
16	List of Additional Contracts
17	List of Scope Changes

B. Requested Cost Report. The Requested Cost Report attached hereto is in the form required by the Master Disbursement Agreement, and summarizes costs reflected in the Budgets for which Advances are requested to be made on the relevant Advance Date. Each of the items which collectively constitute the Resort Request and the Retail Request set forth in the Requested Cost Report are included in the Budgets, and have been properly expended by the Project Entities in accordance with the Budgets or are anticipated to be expended prior to the Advance Date set forth in the Advance Request. With respect to amounts requested for construction expenses, the Requested Cost Report accurately lists, for each applicable line item, the total current payment requested by the Project Entities (net of retainage). Copies of invoices from the Contractors and Subcontractors for which payment is requested have been delivered to the Construction Consultant. All items described in the Requested Cost Report represent (a) work that has been satisfactorily performed in a good and workmanlike manner and in conformance with the Plans and Specifications, (b) materials that have been delivered to the Site and are incorporated into the Project or will be incorporated within the period contemplated by the Disbursement Agreement, or are Unincorporated Materials complying with the requirements of Disbursement Agreement, (c) the Project Entities' best estimate of Project Costs which will become due and payable on or prior to the Requested Advance Date.

C. Shared Cost Allocation Report.⁴ The Shared Cost Allocation Report attached hereto is in

¹ Include this Appendix only from and after the Initial Bank Advance Date.

² Include this Appendix only when requesting Advances from the Bank Proceeds Account.

³ Include this Appendix only when requesting Advances from the Bank Proceeds Account.

the form required by the Master Disbursement Agreement.

D. Current Available Sources Report. The Current Available Sources Report attached hereto is in the form required by the Master Disbursement Agreement, and accurately reflects availability under each of the applicable Financing Agreements and the available balance of the various Accounts which is available to fund Project Costs.

E. Funding Order Report. The Funding Order Report attached hereto is in the form required by the Master Disbursement Agreement, and has been prepared in accordance with Section 2.10 of the Master Disbursement Agreement, and correctly applies the funding order set forth in such Section to the funds identified in the Current Available Sources Report.

F. Advance Request Transfer Report. The Advance Request Transfer Report is in the form required by the Disbursement Agreement and directs the funds allocated in the Funding Order Report to the various accounts and to reimburse drawings of the Letters of Credit under the Bank Credit Agreement in the manner required by the Disbursement Agreement.

G. Detailed Remaining Cost Report. The Detailed Remaining Cost Report is in the form required by the Master Disbursement Agreement, and reflects for each Line Item Category all changes thereto which are required by Section 6.2 of the Master Disbursement Agreement by reason of any Scope Change or Realized Savings.

H. Remaining Cost Report. The Remaining Cost Report attached hereto is in the form required by the Master Disbursement Agreement, and has been prepared in accordance with Section 4.17 of the Master Disbursement Agreement, and reflects all reasonably anticipated Project Costs required to achieve Final Completion. The Remaining Costs Report details the balance required to complete each line item.

I. Retail Remaining Cost Report. The Retail Remaining Cost Report attached hereto is in the form required by the Master Disbursement Agreement accurately details the remaining costs in the Retail Budget.

J. In Balance Report. The In Balance Report correctly computes the In Balance Test in accordance.

K. Lien Release Summary and Title Insurance Endorsement Chart. The lien release summary chart and appropriate evidence of lien releases required by Section 3.3.16 of the Disbursement Agreement, and title insurance endorsement commitments required by Section 3.3.17 of the Disbursement Agreement, have been received as of the Requested Advance Date for all work, materials and/or services performed and/or delivered in connection with the Project. In addition, all endorsements to the Title Policies required pursuant to the Disbursement Agreement have been received.⁵

L. Inventory of Unincorporated Materials. The inventory of Unincorporated Materials which is attached hereto is accurate in all material respects, and identifies all Unincorporated Materials

⁴ Include this Appendix only from and after the Initial Bank Advance Date.

⁵ Include this certification only when requesting Advances from the Bank Proceeds Account.

and states the value thereof. All Unincorporated Materials for which full payment has previously been made or is being made with the proceeds of the Advance to be disbursed are, or will be upon full payment, owned by the Project Entities, and all lien rights or claims of the supplier have been or will be released simultaneously with such full payment and all amounts, if any, required to be paid to the supplier thereof with respect to the installation of such Unincorporated Materials (including any Retainage Amounts). The Project Entities believe that the Unincorporated Materials consist of components that conform to the Plans and Specifications and that will be ready for incorporation into the Project reasonably promptly following delivery thereof. All Unincorporated Materials are properly inventoried, securely stored, protected against theft and damage at the Site or at such other location which has been specifically identified by its address to the Construction Consultant and the Disbursement Agent (or if the Project Entities cannot provide the address of the current storage location, the Project Entities have provided the Construction Consultant with a list of the name and address of the applicable contracting party supplying or manufacturing such Unincorporated Materials). With respect to any Unincorporated Materials as to which deposit or other partial payments have been made or will be made out of the requested Advance (but which have not been and will not be fully paid after giving effect to the requested Advance), the Project Secured Parties have, or will have upon payment with the proceeds of the requested Advance, a perfected security interest in the Project Entities' rights to the Unincorporated Materials and the Contracts therefor, with the priority therein contemplated by the Security Documents. With respect to (i) Unincorporated Materials not stored at the Site from a single or Affiliated suppliers (of which the Project Entities are aware that such suppliers is an Affiliate) with a contract price (or expected aggregate amount to be paid in the case of "cost-plus" Contracts) in excess of \$5,000,000, and (ii) any Contracts for Unincorporated Materials with a contract price (or expected aggregate amount to be paid in the case of "cost plus" Contracts) in excess of \$5,000,000 (excluding items located outside of the United States or in transit from jurisdictions outside of the United States), the Project Entities have executed and delivered to the Disbursement Agent such additional security documents (including, without limitation, financing statements, security agreements, collateral access agreements, consents of manufacturers, vendors, warehousemen and bailees) reasonably requested by the Disbursement Agent necessary to grant the Secured Parties such security interest in the Project Entities' rights to such Unincorporated Materials or Contracts. All Unincorporated Materials are insured against casualty, loss and theft for an amount equal to their replacement costs in accordance with Exhibit D to the Master Disbursement Agreement. The value of Unincorporated Materials located at the Site but not expected to be incorporated into the Project within the ensuing calendar month is not more than \$25,000,000 (or any greater amount approved in accordance with the terms of the Master Disbursement Agreement). The amounts paid by the Project Entities in respect of Unincorporated Materials not at the Site is not more than \$50,000,000 (or any greater amount approved in accordance with the terms of the Master Disbursement Agreement). The amount of contract deposits paid by the Project Entities in respect of Unincorporated Materials is not more than \$50,000,000 (or any greater amount approved in accordance with the terms of the Master Disbursement Agreement).⁶

M. List of Additional Contracts. Attached to this Advance Request is a complete and accurate listings of all Contracts entered into by the Project Entities since the date of the last Advance Request, together with (i) copies of any Contract entered into by the Project Entities and any Contractor with a contract price (or in the case of the "cost plus" contracts, expected aggregate amounts to be paid) in excess of \$5,000,000, (ii) copies of each first tier Subcontract with a contract price (or in the case of the "cost plus" contracts, expected aggregate amounts to be paid) in excess of \$5,000,000, and (iii) a copy of any Payment and Performance Bond required pursuant to Section 5.12 of the Disbursement Agreement, in

⁶ Include this certification only when requesting Advances from the Bank Proceeds Account.

each case unless previously delivered.

N. List of Scope Changes. A list of all approved, pending and proposed Scope Changes (other than Minor Scope Changes) since the previous Advance Request, together with copies of all such Scope Changes (other than Minor Scope Changes) not previously delivered to the Disbursement Agent, is attached hereto.

O. General Representations.

1. Each Material Contract is in full force and effect except (i) for amendments to Material Contracts not prohibited by Section 6.1 of the Master Disbursement Agreement or by the Financing Agreements, (ii) to the extent the Project Entities have entered into a replacement Material Contract to the extent required or permitted by Section 7.1.6 of the Master Disbursement Agreement, and (iii) to the extent terminated in accordance with their respective terms.

2. Each Financing Agreement is in full force and effect, without amendment since the date of its execution and delivery, and in a form which was provided to the Bank Agent and the Trustee prior to the Closing Date, except for amendments to the Financing Agreements to the extent permitted under the Facility Agreements or to the extent terminated in accordance with their respective terms.

3. Each representation and warranty of each Project Entity set forth in Article 4 of the Master Disbursement Agreement or in any Material Contract is true and correct in all material respects as if made on the Requested Advance Date (except that any representation and warranty that relates expressly to an earlier date shall be deemed made only as of such earlier date), unless, prior to the Initial Bank Advance Date, the failure of any such representation and warranty referred to in this clause 3 to be true and correct could not reasonably be expected to have a Material Adverse Effect.

4. To the Project Entities' knowledge, each representation and warranty of each Major Project Participant (other than any Project Entity) set forth in any of the Material Contracts is true and correct in all material respects as if made on the Requested Advance Date (except that any representation and warranty that relates expressly to an earlier date shall be deemed made only as of such earlier date) unless the failure of any such representation and warranty referred to in this clause 4 to be true and correct does not reasonably be expected to have in a Material Adverse Effect, in each case, as certified by the Project Entities in the relevant Advance Request.

5. The In Balance Test is satisfied.

6. There is no order, judgment or decree of any court, arbitrator or governmental authority shall purport to enjoin or restrain the Bank Lenders or the Trustee from making the Advances to be made by them on the Requested Advance Date.

7. The making of the requested Advance shall not violate any law.

8. Since the Closing Date, there has not occurred any change in the economics or feasibility of constructing and/or operating the Project, or in the financial condition, business or property of the Project Entities, any of which could reasonably be expected to have a Material Adverse Effect.

9. Construction of the Project is proceeding materially in accordance with the

Project Schedule and the plans and specifications for the Project (including any Plans and Specifications then delivered) and no Major Project Participant or first tier Subcontractor under the Prime Construction Agreement or party to a Subcontract with a total contract amount or value in excess of \$25,000,000 has suspended performance or otherwise repudiated its obligation to perform any duty or obligation under its respective Material Contract or Subcontract (unless such suspended or repudiated Material Contract or Subcontract is permitted to be, and actually has been, replaced, or a replacement is determined not to be necessary, pursuant to Section 7.1.5 or Section 7.1.6).

10. [[Solely with respect to the initial Advance of funds from the Second Mortgage Proceeds Account, the entire amount of the Equity Proceeds Account has been, or shall concurrently be, applied to the payment of Project Costs.]]⁷

11. [[Solely with respect to the initial Advance of funds from the Second Mortgage Proceeds Account (other than any Advance made solely to pay interest on the Second Mortgage Notes), fixed price or guaranteed maximum price Contracts with Subcontractors in respect of 75% of the Total Hard Cost are in place]]⁸

12. [[Solely with respect to the first Advance which occurs following October 1, 2007, fixed price or guaranteed maximum price Contracts with Subcontractors in respect of 85% of the Total Hard Costs are in place. Each such Subcontract and Contract is consistent with the Budgets, the Project Schedule and the plans and specifications for the Project now in effect.]]⁹

13. [[Solely with respect to the Initial Bank Advance Date, (i) fixed price or guaranteed maximum price Contracts with Subcontractors in respect of 95% of the Total Hard Costs are in place, and (ii) fixed price contracts in respect of not less than 50% of the Costed FF&E are in place. Each such Subcontract and Contract is consistent with the Budgets, the Project Schedule and the plans and specifications for the Project now in effect.]]¹⁰

14. In the case of each Advance from the Bank Proceeds Account made concurrently with or following the Exhaustion of the Second Mortgage Proceeds Account, the Project Entities have delivered a copy of (i) each Contract or series of related Contracts with the same Person entered into between the Project Entities and any Contractor with a contract price (or expected aggregate amount to be paid in the case of "cost plus" contracts) in excess of \$25,000,000, (ii) each first tier Subcontract with a contract price (or expected aggregate amount to be paid in the case of "cost plus" contracts) in excess of \$25,000,000 (or any or series of related Contracts with the same person), and (iii) a copy of any Payment and Performance Bond required pursuant to Section 5.8 to the Disbursement Agent, the Construction Consultant and Bank Agent promptly after mutual execution and delivery thereof.¹¹

15. In the case of each Advance from the Bank Proceeds Account made concurrently

⁷ Insert only where appropriate.

⁸ Insert only where appropriate.

⁹ Insert only where appropriate.

¹⁰ Insert only where appropriate.

¹¹ Insert only where appropriate.

with or following the Exhaustion of the Second Mortgage Proceeds Account, the Project Entities have delivered to the Disbursement Agent duly executed acknowledgments of payments and releases of mechanics' and materialmen's liens substantially in the form of Exhibit I to the Master Disbursement Agreement (with any modifications required by Nevada law) from the Contractors required by the Master Disbursement Agreement for all work, services and materials, including equipment and fixtures of all kinds, done, performed or furnished for the construction of the Project from the last day covered by the immediately preceding Advance Request through the last day covered by this Advance Request except for such work, services and materials the payment for which does not exceed, in the aggregate \$50,000,000 and is being disputed in good faith, so long as (1) such proceedings shall not involve any substantial danger of the sale, forfeiture or loss of the Project or the Site, as the case may be, title thereto or any interest therein and shall not interfere in any material respect with the Project or the Site, and (2) adequate cash reserves have been provided therefor through an allocation in the Remaining Cost Report. To the extent of any Outstanding Releases, the Project Entities have provided to the Disbursement Agent from the Title Insurer bonds or endorsements to the title insurance policies insuring the lien free status of the work. The aggregate of all Outstanding Releases do not represent work with an aggregate value in excess of \$50,000,000.¹²

16. In the case of each Advance from the Bank Proceeds Account made concurrently with or following the Exhaustion of the Second Mortgage Proceeds Account, the Project Entities have, or will prior the Requested Advance Date deliver a commitment from the Title Insurer evidencing the Title Insurer's unconditional commitment to issue an endorsement to the Bank Agent's Title Policy in the form of a 122 CLTA Endorsement insuring the continuing priority of the Lien of the Bank Agent's Deed of Trust as security for the requested Advance and confirming and/or insuring that there are no intervening liens or encumbrances which may then or thereafter take priority over the Liens of such Deed of Trust other than Permitted Encumbrances and such intervening liens or encumbrances securing amounts the payment of which is being disputed in good faith by the Borrowers (in which case the Disbursement Agent has received confirmation from the Bank Agent that the Title Insurer has delivered to the Bank Agent any endorsement to its Title Policy required or desirable to assure the Bank Agent against loss to the priority of such lien or encumbrance).¹³

17. In the case of each Advance from the Bank Proceeds Account made concurrently with or following the Exhaustion of the Second Mortgage Proceeds Account, no action, suit, proceeding or investigation of any kind shall has been instituted or, to the Project Entities' knowledge, is pending or threatened, including actions or proceedings of or before any Governmental Authority, to which any Project Entity, the Project or, to the knowledge of the Project Entities, any Major Project Participant (other than any Project Entity), is a party or is subject, or by which any of them or any of their properties or the Project are bound that could reasonably be expected to have a Material Adverse Effect nor are the Project Entities aware of any reasonable basis for any such action, suit, proceeding or investigation and no injunction or other restraining order shall have been issued and no hearing to cause an injunction or other restraining order to be issued shall be pending or noticed with respect to any action, suit or proceeding if the same could reasonably be expected to have a Material Adverse Effect.¹⁴

¹² Insert this paragraph only where Advances from the Bank Proceeds Account are requested.

¹³ Insert this paragraph only where Advances from the Bank Proceeds Account are requested.

¹⁴ Insert this paragraph only where Advances from the Bank Proceeds Account are requested.

18. To the best of the Project Entities' knowledge, the construction performed in respect of the Project as of the date hereof is substantially in accordance with the current Plans and Specifications for the Project.

19. As of the date hereof, the estimated Scheduled Opening Date is October 1, 2009. The Project Entities have no reason to believe that the Opening Date will not occur on or prior to such date, or that the Completion Date will not occur within 180 days thereafter.¹⁵

20. No Default or Event of Default has occurred and is continuing or reasonably could be expected to result from the requested Advance under the Disbursement Agreement.

21. The Project Entities have submitted to the Construction Consultant all Plans and Specifications in effect as of the date hereof. All Advances requested under this Advance Request are for the payment of Project Costs incurred for work are consistent with such Plans and Specifications and will permit the Project Entities to complete construction of the Project on or before the Completion Date required above.

22. Each representation and warranty (a) of the Project Entities set forth in Article IV of the Disbursement Agreement or in any of the other Financing Agreements or Material Contract is true and correct in all material respects as if made on and as of the Requested Advance Date with the same effect as if given on the date thereof (except that any representation and warranty that relates expressly to an earlier date shall be deemed made as of such earlier date), and (b) to the Project Entities' knowledge, of the General Contractor, the Completion Guarantor, the Architect and each other Major Project Participant (other than the Project Entities) set forth in any of the Material Contracts is true and correct in all material respects as if made on and as of the Requested Advance Date with the same effect as if given on the date thereof (except that any representation and warranty that relates expressly to an earlier date shall be deemed made as of such earlier date) unless the failure of any such representation and warranty referred to in this clause (b) to be true and correct could not reasonably be expected to have a Material Adverse Effect.

23. Without limitation on the foregoing, the conditions set forth in Sections 3.3 or 3.4, as applicable, of the Disbursement Agreement are satisfied as of the Requested Advance Date with the following exceptions:

[None].

The foregoing representations, warranties and certifications are or will be true and correct as of the Requested Advance Date and Disbursement Agent is entitled to rely on the foregoing in authorizing and making the Advances herein requested. By executing the Advance Confirmation Notice, the Project Entities will be deemed to confirm that the foregoing representations, warranties and certifications are correct as of the Requested Advance Date.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

¹⁵ Modify this Section after Opening Date or Completion Date have occurred.


IN WITNESS WHEREOF, the Project Entities have executed this Advance Request as of the date hereof.

FONTAINEBLEAU LAS VEGAS HOLDINGS, LLC,
a Nevada limited liability company

By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Title: Chief Financial Officer/Authorized Signatory

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Title: Chief Financial Officer/Authorized Signatory

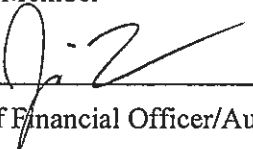
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

By: Fontainebleau Las Vegas Retail Mezzanine, LLC,
its Managing Member

By: Fontainebleau Las Vegas Retail Parent, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Title: Chief Financial Officer/Authorized Signatory

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and

FONTAINEBLEAU LAS VEGAS II, LLC,
a Florida limited liability company

By: Fontainebleau Las Vegas Holdings, LLC,
Managing Member of each of the foregoing

By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By:



Title:

Chief Financial Officer/Authorized Signatory

EXHIBIT E

to Master Disbursement Agreement

ADVANCE CONFIRMATION NOTICERequested Advance Date: **January 26, 2009**

Fontainebleau Las Vegas Holdings, LLC

Fontainebleau Capital Corp.

Fontainebleau Las Vegas, LLC

Fontainebleau Las Vegas II, LLC

Fontainebleau Las Vegas Retail, LLC

Each of the Funding Agents

Re: Advance Request No. **1-26-2009** under Master Disbursement Agreement dated as of June 6, 2007 (the "Disbursement Agreement") among Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities"), the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent.

Ladies and Gentlemen:

This Advance Confirmation is issued with reference to the Disbursement Agreement. Capitalized terms used herein without definition shall have the meanings assigned in the Disbursement Agreement.

Pursuant to the Advance Request described above, the Project Entities requested certain Advances. This Advance Confirmation confirms the amount of the Advances to be made under the Financing Agreements, and the amount to be transferred into each Account.

Amounts to be Advanced:

From the Retail Facility	
For Shared Costs	\$ 3,324,093.00
For Other Retail Costs	\$0
Total Retail Facility Advances	\$ 3,324,093.00
From Resort Loss Proceeds Account	\$ 427.34
From the Second Mortgage Proceeds Account	\$.00
From the Equity Funding Account	\$.00

From the Bank Proceeds Account	\$ 88,801,951.38
Interest Earned in Interest Payment Account	\$ 18,090.66
Amount Liquidity Account Exceeds \$50,000,000	\$ 75,351.14

Advances funded pursuant to the Retail Facility shall be deposited into the Retail Funding Account, for further credit to the following Accounts:

Retail Payment Account	\$
Resort Payment Account #501001203813	\$ 3,324,093.00

All Advances funded from the Loss Proceeds Account shall be deposited into the Bank Funding Account, for further credit to the following accounts:

Resort Payment Account #501001203813	\$ 427.34
--------------------------------------	-----------

Interest earned from the Interest Payment Account shall be deposited into the Bank Funding Account for further credit to the following Accounts:

Resort Payment Account #501001203813	\$ 18,090.66
Cash Management Account #4968332450	\$

All Advances funded from the Bank Proceeds Account shall be deposited into the Bank Funding Account, for further credit to the following Accounts:

Resort Payment Account #501001203813	\$ 88,801,951.38
--------------------------------------	------------------

Liquidity Account Excess funds shall be deposited into the Bank Funding Account, for further credit to the following Account:

Resort Payment Account #501001203813	\$ 75,351.14
--------------------------------------	--------------

Amount to be funded from the Fontainebleau. Las Vegas LLC Equity Proceeds Acct 0238-5090110385 shall be deposited into the following Account:

Resort Payment Account #501001203813	\$.04
--------------------------------------	--------

Note: Resort Account Balance for Interest Earned already in an account and not to be advanced with this request \$1,264.54.

Please confirm this Advance Confirmation Notice and the Advances and transfers described above are correct by countersigning it in the place provided below.

BANK OF AMERICA, N.A., as Disbursement Agent

By: _____

Title: _____

By countersigning this Advance Confirmation Notice and returning it to the Disbursement Agent, the Project Entities confirm that each of the representations, warranties and certifications made in the Advance Request referred to above (including the various Appendices attached thereto), as supplemented in writing from time to time following the initial submission to the undersigned, are true and correct as of the Requested Advance Date and Disbursement Agent is entitled to rely on the foregoing in authorizing and making the Advances herein requested. By executing the Advance Confirmation Notice, the Project Entities will be deemed to confirm that the foregoing representations, warranties and certifications are correct as of the Requested Advance Date.

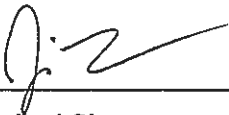
IN WITNESS WHEREOF, the Project Entities have executed this Advance Confirmation Notice as of the date hereof.

FONTAINEBLEAU LAS VEGAS HOLDINGS, LLC,
a Nevada limited liability company

By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Title: Authorized Signatory

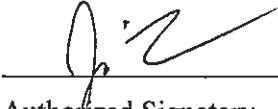
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

By: Fontainebleau Las Vegas Retail Mezzanine, LLC,
its Managing Member

By: Fontainebleau Las Vegas Retail Parent, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and


FONTAINEBLEAU LAS VEGAS II, LLC,
a Florida limited liability company

By: Fontainebleau Las Vegas Holdings, LLC,
Managing Member of each of the foregoing

By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By: 
Title: Authorized Signatory

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

REQUESTED COST REPORT

APPENDIX I TO EXHIBIT C-1

VERSION C - DURING THE BANK FUNDING PERIOD AND PRIOR TO THE COMPLETION RESERVE CALCULATION DATE

December 31, 2008

RETAIL BUDGET		
Cash Management Account Reimbursement for Other Retail Costs		\$ -
Total Cash Management Account Reimbursement (A)		\$ -
Retail Tenant Allowance		\$ -
Retail Lease Commissions		\$ -
RETAIL REQUEST (B)		\$ -

RESORT BUDGET (INCLUDING ALL SHARED COSTS)		
Cash Management Account Reimbursement		
Cash Management Account Reimbursement for Resort Project Costs		\$ 1,987,470
Total Cash Management Account Reimbursement (C)		\$ 1,987,470
Debt Service		
Debt Service - Bank Credit Facilities		\$ -
Debt Service - Second Mortgage Notes		\$ -
Total Debt Service (D)		\$ -
Bank Revolving Credit Facility Reimbursement		
Bank Revolving Credit Facility Advances made in respect of L/Cs ⁽¹⁾		\$ -
Total Bank Revolving Credit Facility Reimbursement (E)		\$ -
Project Costs (without duplication with amounts above)		
Tumberly West Construction		\$ 73,274,967
Insurance		\$ 159,061
Total Construction Costs		\$ 73,434,028
Rooms FF&E		\$ 5,409,208
Hotel and F&B Operating Equipment		\$ 3,203,117
Kitchen Equipment		\$ 35,999
Exterior Signage		\$ 1,798,673
Common Area FF&E		\$ 1,030,183
Total Costed FF&E		\$ 11,477,180
Gaming FF&E		\$ 150,000
Entertainment		\$ -
A&G and Facilities and IT		\$ 368,506
Total Other FF&E		\$ 518,506
Pre-Opening / Working Capital		\$ 668,355
Fees / Permits / Taxes / Other		\$ 3,802,376
Condominium-Hotel Selling Expenses		\$ 333,263
Fees and Expenses		\$ -
Subtotal		\$ 4,803,994
RESORT REQUEST (F)		\$ 92,221,178

(1) Only applicable to the extent that the Resort Request will not be satisfied by the Bank Revolving Facility.

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 SHARED COST ALLOCATION REPORT
 APPENDIX II TO EXHIBIT C-1

SECTION C - DURING THE BANK FUNDING PERIOD AND PRIOR TO THE COMPLETION RESERVE CALCULATION DATE
 December 31, 2008

		Total Shared Costs
Retail Lenders Shared Cost Commitment	(A)	\$ 83,000,000
Retail Shared Cost Percentage ⁽¹⁾	(B)	30.4%
Cumulative Retail Lenders Funding Requirement	(C)	\$ 25,258,229
Less: Retail Lender Funding to Date	(D)	\$ 21,934,136
Retail Lender Funding Required	(E)	\$ 3,324,093

(1) Calculated as the amount of spending since the Initial Bank Advance Date on the Podium (as defined in the Detailed Remaining Cost Report, and including amounts reflected in this Advance Request and including any applicable reimbursements to the Cash Management Account) divided by total budgeted spending following the Initial Bank Advance Date for the Podium, multiplied by 100%.

FONTAINEBLEAU RESORT AND CASINO

LAS VEGAS, NV

CURRENT AVAILABLE SOURCES REPORT

APPENDIX III TO EXHIBIT C-1

VERSION C - DURING THE BANK FUNDING PERIOD AND PRIOR TO THE COMPLETION RESERVE CALCULATION DATE

December 31, 2008

RETAIL SOURCES	CURRENT BALANCE	LESS: PAYMENTS ⁽¹⁾	BALANCE
Retail Loss Proceeds Account balance (to be Advanced only for Other Retail Costs)	\$ -	N/A	\$ -
Retail Payment Account balance (including interest income)	\$ -	\$ -	\$ -
Retail Facility Availability	\$ 157,693,850	N/A	\$ 157,693,850
CURRENT AVAILABLE RETAIL SOURCES	\$ 157,693,850	\$ -	\$ 157,693,850

RESORT SOURCES	CURRENT BALANCE	LESS: PAYMENTS ⁽¹⁾	BALANCE
Retail Lender Funding Required (Shared Cost Allocation Report Row (E))	\$ 3,324,093	N/A	\$ 3,324,093
Resort Loss Proceeds Account balance	\$ 427	N/A	\$ 427
Resort Payment Account balance (including interest income)	\$ 19,142,737	\$ (19,141,472)	\$ 1,265
Interest Account balance (including interest income)	\$ 18,091	N/A	\$ 18,091
Amount by which the Liquidity Account balance exceeds \$50,000,000	\$ 75,351	N/A	\$ 75,351
Bonded Condo Proceeds Account balance	\$ -	N/A	\$ -
Equity Funding Account balance	\$ 0	N/A	\$ 0
Second Mortgage Proceeds Account balance	\$ -	N/A	\$ -
Bank Proceeds Account balance	\$ 138,892,021	N/A	\$ 138,892,021
Delay Draw Term Loan Availability	\$ -	N/A	\$ -
Bank Revolving Availability	\$ -	N/A	\$ -
Completion Guaranty Availability	\$ -	N/A	\$ -
Liquidity Account balance (without duplication with any amounts listed above)	\$ 50,000,000	N/A	\$ 50,000,000
CURRENT AVAILABLE RESORT SOURCES	\$ 211,452,720	\$ (19,141,472)	\$ 192,311,248

(1) Payments (including Debt Services) to be made pursuant to previous Advance Requests from the Retail Payment Account, Resort Payment Account and Interest Account), entered as negative amounts.

FUNDING ORDER REPORT

APPENDIX IV TO EXHIBIT C-1

VERSION C - DURING THE BANK FUNDING PERIOD AND PRIOR TO THE COMPLETION RESERVE CALCULATION DATE

December 31, 2008

RETAIL SOURCES	REQUEST TO BE SATISFIED	BALANCE (From Current Available Sources Report)	BALANCE FUNDED (Amounts from Column B until requests in Column A are satisfied)
	(A)	(B)	(C)
Retail Request (Requested Cost Report Row B)	\$ -		
Retail Loss Proceeds Account balance (to be Advanced only for Other Retail Costs)		\$ -	\$ -
Retail Payment Account balance (including interest income)		\$ -	\$ -
Retail Facility Availability		\$ 157,693,850	\$ -
TOTAL	\$ -	\$ 157,693,850	\$ -

RESORT SOURCES	REQUEST TO BE SATISFIED	BALANCE (From Current Available Sources Report)	BALANCE FUNDED (Amounts from Column B until requests in Column A are satisfied)
	(A)	(B)	(C)
Resort Request (Requested Cost Report Row F)	\$ 92,221,178		
Retail Lender Funding Required (Shared Cost Allocation Report Row (E))		\$ 3,324,093	\$ 3,324,093
Resort Loss Proceeds Account balance		\$ 427	\$ 427
Resort Payment Account balance (as adjusted in the Current Available Sources Report)		\$ 1,265	\$ 1,265
Interest Account balance (as adjusted in the Current Available Sources Report)		\$ 18,091	\$ 18,091
Amount by which the Liquidity Account balance exceeds \$50,000,000		\$ 75,351	\$ 75,351
Bonded Condo Proceeds Account balance		\$ -	\$ -
Equity Funding Account balance		\$ 0	\$ 0
Second Mortgage Proceeds Account balance		\$ -	\$ -
Bank Proceeds Account balance		\$ 138,892,021	\$ 88,801,951
Delay Draw Term Loan Availability (min. \$150,000,000 draws) ⁽¹⁾		\$ -	\$ -
Bank Revolving Facility Availability (excluding last \$62,000,000 Available)		\$ -	\$ -
Completion Guaranty Availability ⁽²⁾		\$ -	\$ -
Liquidity Account balance (without duplication with any amounts listed above)		\$ 50,000,000	\$ -
Remaining Bank Revolving Credit Facility Availability		\$ -	\$ -
TOTAL	\$ 92,221,178	\$ 192,311,248	\$ 92,221,178

(1) As long as Availability remains under the Delay Draw Term Loan, the Company may at its option choose to draw up to \$150,000,000 on the Bank Revolving Facility prior to taking an Advance from the Delay Draw Term Loan. The proceeds from any such Delay Draw Term Loan Advance will go first to repay borrowing under the Bank Revolving Facility.

(2) Completion Guaranty Availability is not available to be used towards Debt Service.

ADVANCE REQUEST TRANSFER REPORT

APPENDIX V TO EXHIBIT C-1

VERSION C - DURING THE BANK FUNDING PERIOD AND PRIOR TO THE COMPLETION RESERVE CALCULATION DATE

December 31, 2008

RETAIL	AMOUNT
Cash Management Account (Requested Cost Report Row A)	\$ -
Retail Payment Account (Requested Cost Report Row B less amounts listed above)	\$ -
TOTAL	\$ -

RESORT	AMOUNT
Cash Management Account (Requested Cost Report Row C)	\$ 1,987,470
Interest Account (Requested Cost Report Row D)	\$ -
L/C Reimbursement to Bank Revolving Facility (Requested Cost Report Row E)	\$ -
Resort Payment Account (Requested Cost Report Row F less amounts listed above)	\$ 90,233,708
TOTAL	\$ 92,221,178
Bank Proceeds Account (Total of Funding Order Report C less total of Funding Order Report Column A)	\$ -

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 12/31/08

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS			
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET FROM PRIOR MONTH (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	PREVIOUS COMPLETED DATE (G FROM PRIOR MONTH) (E)	CURRENT PERIOD COMPLETED DATE (H+F-G) (F)	% COMPLETED (G/D) (H)	BALANCE TO COMPLETE (D-C-H) (I)	TOTAL COMPLETED DATE (G-J-K) (M)	PREVIOUS COMPLETED DATE (K FROM PRIOR MONTH) (L)	CURRENT PERIOD COMPLETED DATE (L+M-N) (N)	BALANCE TO COMPLETE (D-K+N) (O)
Construction Hard Costs												
Tower	\$ 653,718,030	\$ 702,657,293	\$ 1,541,676	\$ 704,198,971	\$ 801,115,753	\$ 39,700,014	76.24%	\$ 167,289,203	\$ 497,728,140	\$ 484,628,076	\$ 32,900,052	\$ 206,470,632
Podium	\$ 609,115,666	\$ 709,773,027	\$ 6,677,916	\$ 715,451,003	\$ 384,659,187	\$ 23,746,104	54.20%	\$ 327,043,712	\$ 396,339,807	\$ 343,919,109	\$ 22,392,798	\$ 349,142,096
Convention	\$ 379,895,718	\$ 440,435,032	\$ 1,093,319	\$ 441,528,351	\$ 351,791,221	\$ 16,591,602	80.00%	\$ 83,160,299	\$ 327,687,189	\$ 312,483,027	\$ 15,204,162	\$ 113,864,132
Change/Convention/Central Plant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Central Plant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Site	\$ 54,269,666	\$ 16,665,191	\$ 415,936	\$ 17,275,127	\$ 11,631,466	\$ 36,392	69.07%	\$ 5,343,681	\$ 11,383,825	\$ 11,346,690	\$ 34,135	\$ 589,1302
Shed	\$ 6,000,000	\$ 3,051,170	\$ -	\$ 3,051,170	\$ 2,389,640	\$ -	78.25%	\$ 662,530	\$ 2,389,640	\$ 2,389,640	\$ -	\$ 662,530
Shed cost	\$ 1,763,000,000	\$ 1,888,786,614	\$ 11,728,978	\$ 1,888,786,614	\$ 1,311,848,445	\$ 78,167,312	68.45%	\$ 594,503,438	\$ 1,206,486,701	\$ 1,134,989,544	\$ 70,531,157	\$ 878,812,832
Construction Hard Costs Subtotal												
LEED Qualification Costs	\$ 22,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,614,137	\$ 240,728	48.26%	\$ 6,491,573	\$ 6,052,225	\$ 5,611,511	\$ 240,714	\$ 6,492,213
LEED Qualification Costs Subtotal	\$ 22,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,614,137	\$ 240,728	48.26%	\$ 6,491,573	\$ 6,052,225	\$ 5,611,511	\$ 240,714	\$ 6,492,213
LEED Sales Tax Benefit	\$ (59,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
LEED Sales Tax Benefit	\$ (59,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
LEED Sales Tax Benefit Subtotal	\$ (59,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
General Conditions/Requirements/Hoisting												
CM Staging	\$ 24,282,242	\$ 21,444,767	\$ 1,845,400	\$ 23,290,167	\$ 27,444,070	\$ 1,690,727	68.10%	\$ 265,369	\$ 29,134,797	\$ 27,444,070	\$ 1,690,727	\$ 265,369
Field Staging	\$ 1,162,000	\$ 8,172,268	\$ 236,000	\$ 8,408,268	\$ 6,172,768	\$ 34,136	96.65%	\$ 201,663	\$ 8,268,633	\$ 8,172,268	\$ 34,136	\$ 201,663
Heavy Consulting	\$ 300,000	\$ 21,000	\$ 12,000	\$ 23,000	\$ 15,692	\$ 15,692	100.01%	\$ -	\$ 15,692	\$ 15,692	\$ -	\$ -
COIC (OT for Inspective misc certifications)	\$ 4,038,707	\$ 5,824,203	\$ 262,000	\$ 6,100,000	\$ 21,000	\$ 225	84.33%	\$ 11,775	\$ 21,255	\$ 21,000	\$ 225	\$ 11,775
Safety	\$ 5,057,840	\$ 3,154,578	\$ 83,000	\$ 3,237,578	\$ 5,694,203	\$ 234,436	90.53%	\$ 27,655	\$ 5,659,638	\$ 5,624,203	\$ 204,436	\$ 27,655
Temporary Utilities	\$ 2,466,000	\$ 3,154,809	\$ 254,000	\$ 3,408,809	\$ 3,704,578	\$ 41,236	98.64%	\$ 51,793	\$ 3,756,775	\$ 3,704,538	\$ 41,236	\$ 51,793
Material and Labor Staging	\$ 4,528,475	\$ 7,004,218	\$ 245,000	\$ 7,249,218	\$ 7,084,219	\$ 210,109	98.75%	\$ 34,891	\$ 7,301,327	\$ 6,981,219	\$ 210,109	\$ 42,014
Clean-up (Contract and Final)	\$ 9,348,000	\$ 11,997,025	\$ 518,000	\$ 12,515,025	\$ 11,997,024	\$ 497,292	98.52%	\$ 50,788	\$ 12,395,317	\$ 11,918,142	\$ 487,175	\$ 128,707
General Equipment and Tools	\$ 2,943,700	\$ 1,500,323	\$ 186,000	\$ 1,686,323	\$ 1,967,024	\$ 20,684	99.60%	\$ 56,055	\$ 1,639,269	\$ 1,493,127	\$ 20,684	\$ 56,055
Project Documentations	\$ 1,931,000	\$ 1,232,227	\$ 36,000	\$ 1,268,227	\$ 1,232,127	\$ 20,684	99.00%	\$ 3,257	\$ 1,232,059	\$ 1,232,127	\$ 20,684	\$ 15,771
Misc. Project Expenses	\$ 1,825,200	\$ 21,702	\$ 1,000	\$ 22,702	\$ 18,510	\$ 636	85.21%	\$ 3,257	\$ 1,825,059	\$ 1,825,059	\$ 3,257	\$ 3,257
Testing and Inspection (ATC Associates)	\$ 2,000,000	\$ 1,729,192	\$ 134,000	\$ 1,863,192	\$ 1,729,192	\$ 116,474	99.00%	\$ -	\$ 1,845,656	\$ 1,729,192	\$ 116,474	\$ 17,526
Reimbursable blueprinting	\$ 1,500,000	\$ 1,463,975	\$ 64,000	\$ 1,527,975	\$ 1,463,975	\$ 86,022	96.10%	\$ -	\$ 1,543,997	\$ 1,463,975	\$ 80,022	\$ 13,378
Hoisting	\$ 26,232,410	\$ 4,929,596	\$ (4,510,000)	\$ 6,651,606	\$ 757,924	\$ (746,320)	4.31%	\$ 400,354	\$ 17,804	\$ 17,804	\$ 757,924	\$ 400,354
Sub Total General Conditions/Requirements/Hoisting	\$ 87,654,074	\$ 78,824,086	\$ (494,000)	\$ 78,330,086	\$ 71,833,312	\$ 2,804,711	98.43%	\$ 1,181,862	\$ 74,045,457	\$ 71,542,381	\$ 2,603,086	\$ 1,484,438
Total Hard Costs and General Conditions/Requirements/Hoisting	\$ 1,753,634,074	\$ 1,938,351,138	\$ 11,234,778	\$ 1,949,585,916	\$ 1,289,488,284	\$ 78,997,251	89.48%	\$ 601,186,871	\$ 1,281,594,383	\$ 1,212,319,416	\$ 73,274,967	\$ 883,591,533
Contingency												
Unallocated Contingency	\$ 111,039,860	\$ 77,271,571	\$ -	\$ 77,271,571	\$ -	\$ -	0.00%	\$ 77,271,571	\$ -	\$ -	\$ -	\$ 77,271,571
Additional Cost Contingency	\$ -	\$ 24,376,529	\$ (11,234,778)	\$ 13,141,751	\$ -	\$ -	0.00%	\$ 13,141,751	\$ -	\$ -	\$ -	\$ 13,141,751
Contingency Subtotal	\$ 111,039,860	\$ 101,648,100	\$ (11,234,778)	\$ 90,413,322	\$ -	\$ -	0.00%	\$ 90,413,322	\$ -	\$ -	\$ -	\$ 90,413,322
Insurance												
Insurance package	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 21,892,414	\$ 159,061	55.13%	\$ 17,949,628	\$ 22,051,474	\$ 21,892,414	\$ 159,061	\$ 17,949,628
Insurance Subtotal	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 21,892,414	\$ 159,061	55.13%	\$ 17,949,628	\$ 22,051,474	\$ 21,892,414	\$ 159,061	\$ 17,949,628
Total Construction Costs	\$ 1,954,673,934	\$ 2,039,999,238	\$ -	\$ 2,039,999,238	\$ 1,311,388,708	\$ 79,087,811	86.21%	\$ 709,548,718	\$ 1,307,642,658	\$ 1,234,211,620	\$ 73,034,028	\$ 982,553,380

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 12/31/08

DESCRIPTION	RESORT COSTS AMOUNT				PREVIOUS COSTS INCURRED				NET AMOUNTS					
	CLOSING RESORT BUDGET (A)	RESORT BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C-D)	PREVIOUS COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (E+F+G)	% COMPLETED (G/D)	BALANCE TO COMPLETE (D-G-I)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (K)	PREVIOUS COMPLETED DATE (L)	CURRENT PERIOD COMPLETED DATE (M)	BALANCE TO COMPLETE (O-N)
Rooms FF&E														
Condo Suite	\$ 15,300,572	\$ 15,300,572	\$ -	\$ 15,300,572	\$ 5,436,754	\$ 491,947	\$ 5,928,701	38.69%	\$ 9,861,871	\$ -	\$ 5,928,701	\$ 5,436,754	\$ 491,947	\$ 6,420,648
Condo Unit/One Bedroom	\$ 7,454,292	\$ 7,454,292	\$ -	\$ 7,454,292	\$ 3,390,448	\$ 3,987,897	\$ 7,378,345	48.14%	\$ 3,796,425	\$ -	\$ 7,378,345	\$ 3,390,448	\$ 3,987,897	\$ 3,796,425
Condo Suite	\$ 1,599,312	\$ 1,599,312	\$ -	\$ 1,599,312	\$ 601,048	\$ 712,357	\$ 1,313,405	82.07%	\$ 21,008	\$ -	\$ 1,313,405	\$ 601,048	\$ 712,357	\$ 21,008
Junior Suite	\$ 1,507,003	\$ 1,507,003	\$ 200,000	\$ 1,707,003	\$ 1,425,313	\$ 1,633,313	\$ 1,633,313	95.24%	\$ 14,008	\$ -	\$ 1,633,313	\$ 1,425,313	\$ 1,633,313	\$ 14,008
Three Star Suite	\$ 1,411,852	\$ 1,411,852	\$ -	\$ 1,411,852	\$ 114,000	\$ 27,852	\$ 141,852	86.31%	\$ 27,852	\$ -	\$ 141,852	\$ 114,000	\$ 27,852	\$ 27,852
Four Star Suite	\$ 459,373	\$ 459,373	\$ -	\$ 459,373	\$ 5,995,024	\$ 1,755,311	\$ 7,750,335	50.95%	\$ 4,865,023	\$ -	\$ 7,750,335	\$ 5,995,024	\$ 1,755,311	\$ 4,865,023
Typical King	\$ 14,455,574	\$ 14,455,574	\$ -	\$ 14,455,574	\$ 5,595,243	\$ 2,166,361	\$ 7,761,604	33.82%	\$ 20,992,463	\$ -	\$ 7,761,604	\$ 5,595,243	\$ 2,166,361	\$ 20,992,463
Typical Queen	\$ 31,921,197	\$ 31,921,197	\$ (600,000)	\$ 31,321,197	\$ 25,990,709	\$ 5,421,543	\$ 31,412,252	43.92%	\$ 45,412,015	\$ -	\$ 31,412,252	\$ 25,990,709	\$ 5,421,543	\$ 45,412,015
Rooms FF&E Subtotal	\$ 73,794,287	\$ 73,794,287	\$ -	\$ 73,794,287	\$ 50,484	\$ -	\$ 50,484	0.00%	\$ 500,484	\$ -	\$ 50,484	\$ -	\$ -	\$ 500,484
Hotel and FAB Operating Equipment														
Sail Deck	\$ 500,484	\$ 500,484	\$ -	\$ 500,484	\$ -	\$ -	\$ -	0.00%	\$ 500,484	\$ -	\$ -	\$ -	\$ -	\$ 500,484
Front Desk	\$ 737,295	\$ 737,295	\$ -	\$ 737,295	\$ -	\$ -	\$ -	0.00%	\$ 737,295	\$ -	\$ -	\$ -	\$ -	\$ 737,295
Housekeeping	\$ 10,527,110	\$ 10,527,110	\$ -	\$ 10,527,110	\$ -	\$ -	\$ -	0.00%	\$ 10,527,110	\$ -	\$ -	\$ -	\$ -	\$ 10,527,110
Room Reservations	\$ 619,000	\$ 619,000	\$ -	\$ 619,000	\$ -	\$ -	\$ -	0.00%	\$ 619,000	\$ -	\$ -	\$ -	\$ -	\$ 619,000
Pool Operations	\$ 3,606,531	\$ 3,606,531	\$ -	\$ 3,606,531	\$ -	\$ -	\$ -	0.00%	\$ 3,606,531	\$ -	\$ -	\$ -	\$ -	\$ 3,606,531
Condo Operations	\$ 198,184	\$ 198,184	\$ -	\$ 198,184	\$ -	\$ -	\$ -	0.00%	\$ 198,184	\$ -	\$ -	\$ -	\$ -	\$ 198,184
Hotel Sales	\$ 2,618,607	\$ 2,618,607	\$ -	\$ 2,618,607	\$ 6,784	\$ 739,479	\$ 746,263	7.21%	\$ 2,611,813	\$ -	\$ 746,263	\$ 6,784	\$ 739,479	\$ 2,611,813
Convention Center	\$ 10,261,397	\$ 10,261,397	\$ -	\$ 10,261,397	\$ 1,846	\$ 740,325	\$ 742,171	0.00%	\$ 9,517,471	\$ -	\$ 742,171	\$ 1,846	\$ 740,325	\$ 9,517,471
Business Center	\$ 546,115	\$ 546,115	\$ -	\$ 546,115	\$ -	\$ -	\$ -	0.00%	\$ 546,115	\$ -	\$ -	\$ -	\$ -	\$ 546,115
Telephone	\$ 489,235	\$ 489,235	\$ -	\$ 489,235	\$ -	\$ -	\$ -	0.00%	\$ 489,235	\$ -	\$ -	\$ -	\$ -	\$ 489,235
Spa	\$ 2,858,128	\$ 2,858,128	\$ -	\$ 2,858,128	\$ -	\$ -	\$ -	0.00%	\$ 2,858,128	\$ -	\$ -	\$ -	\$ -	\$ 2,858,128
Food & Beverage	\$ 9,853,037	\$ 9,853,037	\$ -	\$ 9,853,037	\$ 2,865	\$ 2,464,638	\$ 2,467,503	25.04%	\$ 7,385,134	\$ -	\$ 2,467,503	\$ 2,865	\$ 2,464,638	\$ 7,385,134
Catering	\$ 6,256,824	\$ 6,256,824	\$ -	\$ 6,256,824	\$ -	\$ -	\$ -	0.00%	\$ 6,256,824	\$ -	\$ -	\$ -	\$ -	\$ 6,256,824
Hotel and FAB Operating Equipment Subtotal	\$ 48,081,937	\$ 48,081,937	\$ -	\$ 48,081,937	\$ 10,864	\$ 3,204,117	\$ 3,215,021	6.59%	\$ 45,867,016	\$ -	\$ 3,215,021	\$ 10,864	\$ 3,204,117	\$ 45,867,016
Kitchen Equipment														
Food Service Equipment	\$ 22,289,240	\$ 22,289,240	\$ -	\$ 22,289,240	\$ 250,769	\$ 35,969	\$ 286,738	1.33%	\$ 22,038,471	\$ -	\$ 286,738	\$ 250,769	\$ 35,969	\$ 22,038,446
Kitchen Equipment Subtotal	\$ 22,289,240	\$ 22,289,240	\$ -	\$ 22,289,240	\$ 250,769	\$ 35,969	\$ 286,738	1.33%	\$ 22,038,471	\$ -	\$ 286,738	\$ 250,769	\$ 35,969	\$ 22,038,446
Exterior Signage														
Guastion by YECCO	\$ 26,532,720	\$ 26,532,720	\$ -	\$ 26,532,720	\$ 4,979,750	\$ 1,996,526	\$ 6,976,276	25.92%	\$ 19,556,444	\$ 897,828	\$ 6,976,276	\$ 4,979,750	\$ 1,996,526	\$ 20,344,272
Exterior Signage Subtotal	\$ 26,532,720	\$ 26,532,720	\$ -	\$ 26,532,720	\$ 4,979,750	\$ 1,996,526	\$ 6,976,276	25.92%	\$ 19,556,444	\$ 897,828	\$ 6,976,276	\$ 4,979,750	\$ 1,996,526	\$ 20,344,272
Common Area														
FOH	\$ 22,281,213	\$ 22,281,213	\$ -	\$ 22,281,213	\$ 12,241,454	\$ 1,000,193	\$ 13,241,647	57.01%	\$ 10,039,566	\$ -	\$ 13,241,647	\$ 12,241,454	\$ 1,000,193	\$ 10,039,566
BOH	\$ 5,394,359	\$ 5,394,359	\$ -	\$ 5,394,359	\$ -	\$ -	\$ -	0.00%	\$ 5,394,359	\$ -	\$ -	\$ -	\$ -	\$ 5,394,359
Common Area Subtotal	\$ 27,675,572	\$ 27,675,572	\$ -	\$ 27,675,572	\$ 12,241,454	\$ 1,000,193	\$ 13,241,647	46.30%	\$ 15,394,175	\$ -	\$ 13,241,647	\$ 12,241,454	\$ 1,000,193	\$ 15,394,175
Costed FF&E	\$ 260,393,988	\$ 260,393,988	\$ -	\$ 260,393,988	\$ 45,342,812	\$ 11,839,288	\$ 57,182,100	27.47%	\$ 203,211,178	\$ 897,828	\$ 57,182,100	\$ 45,342,812	\$ 11,839,288	\$ 203,211,178
Gaming FF&E														
Table Games	\$ 3,137,240	\$ 3,137,240	\$ -	\$ 3,137,240	\$ -	\$ 771	\$ 771	0.02%	\$ 3,136,469	\$ -	\$ 771	\$ -	\$ 771	\$ 3,136,469
Poker	\$ 174,182	\$ 174,182	\$ -	\$ 174,182	\$ -	\$ -	\$ -	0.00%	\$ 174,182	\$ -	\$ -	\$ -	\$ -	\$ 174,182
Slot Operations	\$ 29,322,129	\$ 29,322,129	\$ -	\$ 29,322,129	\$ -	\$ -	\$ -	0.00%	\$ 29,322,129	\$ -	\$ -	\$ -	\$ -	\$ 29,322,129
R&S	\$ 6,174,424	\$ 6,174,424	\$ -	\$ 6,174,424	\$ -	\$ -	\$ -	0.00%	\$ 6,174,424	\$ -	\$ -	\$ -	\$ -	\$ 6,174,424
Cage Security	\$ 1,843,950	\$ 1,843,950	\$ -	\$ 1,843,950	\$ -	\$ 150,000	\$ 150,000	8.13%	\$ 1,693,950	\$ -	\$ 150,000	\$ -	\$ 150,000	\$ 1,693,950
Security	\$ 215,174	\$ 215,174	\$ -	\$ 215,174	\$ -	\$ -	\$ -	0.00%	\$ 215,174	\$ -	\$ -	\$ -	\$ -	\$ 215,174
Gaming FF&E Subtotal	\$ 40,871,089	\$ 40,871,089	\$ -	\$ 40,871,089	\$ -	\$ 150,771	\$ 150,771	0.37%	\$ 40,720,318	\$ -	\$ 150,771	\$ -	\$ 150,771	\$ 40,720,318
Entertainment														
Theater	\$ 12,283,731	\$ 12,283,731	\$ -	\$ 12,283,731	\$ -	\$ -	\$ -	0.00%	\$ 12,283,731	\$ -	\$ -	\$ -	\$ -	\$ 12,283,731

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 12/31/08

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS			
	CLOSING BUDGET (A)	PRIOR BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C-D)	PREVIOUS COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F+G)	% COMPLETED (H)	BALANCE TO COMPLETE (I)	TOTAL COMPLETED DATE (G+J-K)	PREVIOUS COMPLETED DATE (K FROM PRIOR MONTH) (L)	CURRENT COMPLETED DATE (K-L+M)	BALANCE TO COMPLETE (D-K+N)
Entertainment Subtotal	\$ 12,383,731	\$ 12,383,731	\$ -	\$ 12,383,731	\$ -	\$ -	0.00%	\$ 12,383,731	\$ -	\$ -	\$ -	\$ 12,383,731
A&G and Facilities and IT												
A&G and Facilities												
General Administration, HR, Finance	\$ 2,963,222	\$ 2,963,222	\$ -	\$ 2,963,222	\$ -	\$ 213,051	25.52%	\$ 2,206,926	\$ 756,294	\$ 542,843	\$ 213,051	\$ 2,206,926
Marketing & Casino Marketing	\$ 686,518	\$ 686,518	\$ -	\$ 686,518	\$ -	\$ -	0.00%	\$ 686,518	\$ -	\$ -	\$ -	\$ 686,518
Engineering	\$ 11,594,656	\$ 11,594,656	\$ -	\$ 11,594,656	\$ -	\$ 211,957	1.83%	\$ 11,382,699	\$ -	\$ 211,957	\$ -	\$ 11,382,699
Internal Maintenance	\$ 1,171,277	\$ 1,171,277	\$ -	\$ 1,171,277	\$ -	\$ -	0.00%	\$ 1,171,277	\$ -	\$ -	\$ -	\$ 1,171,277
Transportation	\$ 194,508	\$ 194,508	\$ -	\$ 194,508	\$ -	\$ -	0.00%	\$ 194,508	\$ -	\$ -	\$ -	\$ 194,508
Retail	\$ 194,973	\$ 194,973	\$ -	\$ 194,973	\$ -	\$ -	0.00%	\$ 194,973	\$ -	\$ -	\$ -	\$ 194,973
Wardrobe	\$ 742,813	\$ 742,813	\$ -	\$ 742,813	\$ -	\$ 194,780	26.22%	\$ 548,033	\$ -	\$ 152,250	\$ 41,530	\$ 548,033
L.L.												
L.L.	\$ 47,709,040	\$ 47,709,040	\$ -	\$ 47,709,040	\$ -	\$ 232,500	13.89%	\$ 41,036,091	\$ 6,672,949	\$ 6,440,389	\$ 232,500	\$ 41,036,091
Surveillance (Gaming & Hotel)	\$ 8,663,589	\$ 8,663,589	\$ -	\$ 8,663,589	\$ -	\$ -	0.00%	\$ 8,663,589	\$ -	\$ -	\$ -	\$ 8,663,589
A&G and Facilities and IT Subtotal	\$ 71,920,598	\$ 71,920,598	\$ -	\$ 71,920,598	\$ -	\$ 7,835,800	10.90%	\$ 64,084,798	\$ 7,835,800	\$ 7,348,239	\$ 487,741	\$ 64,084,798
Other FF&E	\$ 135,075,428	\$ 135,075,428	\$ -	\$ 135,075,428	\$ -	\$ 2,918,512	0.39%	\$ 117,088,653	\$ 2,918,512	\$ 7,342,239	\$ 638,512	\$ 117,088,653
Pre-Opening and Working Capital												
Marketing Capital												
Banking	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	0.00%	\$ 4,000,000	\$ -	\$ -	\$ -	\$ 4,000,000
Inventory	\$ 3,150,000	\$ 3,150,000	\$ -	\$ 3,150,000	\$ -	\$ -	0.00%	\$ 3,150,000	\$ -	\$ -	\$ -	\$ 3,150,000
Uniforms	\$ 5,927,125	\$ 5,927,125	\$ -	\$ 5,927,125	\$ -	\$ 83,228	1.39%	\$ 5,843,897	\$ -	\$ 93,228	\$ -	\$ 5,843,897
Taxes	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	0.00%	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000
Pre-Opening												
Payroll Burden	\$ 47,468,454	\$ 40,985,954	\$ 6,500,000	\$ 53,973,908	\$ -	\$ 11,590,011	28.84%	\$ 26,975,643	\$ 11,590,011	\$ 10,552,802	\$ 877,209	\$ 26,975,643
Marketing	\$ 28,000,000	\$ 20,817,500	\$ 11,580,000	\$ 52,214,500	\$ -	\$ 352,182	0.67%	\$ 52,214,500	\$ -	\$ 352,182	\$ -	\$ 52,214,500
Office and Related	\$ 1,941,000	\$ 2,841,000	\$ 498,000	\$ 5,280,000	\$ -	\$ 410,381	9.86%	\$ 2,841,000	\$ 2,821,789	\$ 2,411,389	\$ 410,381	\$ 2,821,789
Recruitment	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 11,350	0.76%	\$ 1,488,650	\$ -	\$ 774,815	\$ -	\$ 1,488,650
Other	\$ 3,247,000	\$ 5,247,000	\$ 551,000	\$ 9,045,000	\$ -	\$ 5,737,154	63.44%	\$ 3,307,846	\$ 5,737,154	\$ 5,133,245	\$ 603,908	\$ 3,307,846
Pre-Opening and Working Capital Subtotal	\$ 93,847,579	\$ 84,882,578	\$ 81,881,579	\$ 256,601,735	\$ -	\$ 31,138,438	38.01%	\$ 165,463,297	\$ 31,138,438	\$ 28,764,237	\$ 2,422,040	\$ 165,463,297
Fees / Permits / Taxes / Other												
Building Permits												
Permits, Fees, etc	\$ 14,515,823	\$ 14,515,823	\$ -	\$ 14,515,823	\$ -	\$ 13,063,618	89.98%	\$ 1,452,205	\$ 13,063,618	\$ 12,976,688	\$ 26,730	\$ 1,452,205
Sewer Fee	\$ 7,778,400	\$ 7,778,400	\$ -	\$ 7,778,400	\$ -	\$ 7,794,698	100.00%	\$ -	\$ 7,794,698	\$ 7,794,698	\$ -	\$ -
Hotel Rooms	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ 1,500,000	100.00%	\$ -	\$ 1,500,000	\$ 1,500,000	\$ -	\$ -
Remainder of Program												
Water Assessment Fee	\$ 11,181,700	\$ 11,181,700	\$ -	\$ 11,181,700	\$ -	\$ 7,584,650	67.83%	\$ 3,597,050	\$ 7,584,650	\$ 7,584,650	\$ -	\$ 3,597,050
Regional connection charges	\$ 13,500	\$ 286,500	\$ -	\$ 300,000	\$ -	\$ 81,218	27.07%	\$ 218,782	\$ -	\$ 81,218	\$ -	\$ 218,782
Health Department / Other Misc. Fees	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	0.00%	\$ 1,500,000	\$ -	\$ -	\$ -	\$ 1,500,000
Overtime for the Testing	\$ 4,812,851	\$ 4,812,851	\$ -	\$ 4,812,851	\$ -	\$ 3,526,112	73.18%	\$ 1,286,739	\$ -	\$ 3,526,112	\$ -	\$ 1,286,739
Transportation Fee												
Dixon Fees / Costs												
Design costs	\$ 69,610,850	\$ 84,935,050	\$ 1,650,000	\$ 156,195,900	\$ -	\$ 86,522,536	100.00%	\$ 69,610,850	\$ 86,522,536	\$ 84,874,835	\$ 1,647,701	\$ 69,610,850
Consultant costs	\$ 8,048,350	\$ 10,048,550	\$ 550,000	\$ 18,646,900	\$ -	\$ 10,598,896	99.98%	\$ 1,650,000	\$ 10,598,896	\$ 9,490,493	\$ 1,108,403	\$ 1,650,000
Taxes, Legal and Other												
Franchise fees	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ -	\$ -	0.00%	\$ 75,000	\$ -	\$ -	\$ -	\$ 75,000
Property taxes	\$ 13,915,487	\$ 5,915,487	\$ -	\$ 5,915,487	\$ -	\$ 656,031	65.92%	\$ 2,016,192	\$ -	\$ 656,031	\$ -	\$ 2,016,192
Lease fees/other/allowance	\$ 2,561,816	\$ 5,081,816	\$ -	\$ 5,081,816	\$ -	\$ 4,781,223	94.09%	\$ 300,593	\$ -	\$ 4,781,223	\$ -	\$ 300,593
Development/Agreement	\$ 4,000,000	\$ 4,500,000	\$ 1,000	\$ 9,501,000	\$ -	\$ 4,500,548	47.37%	\$ 5,000,452	\$ -	\$ 4,500,548	\$ -	\$ 5,000,452
Turnberry Place Ramp	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ 0	0.00%	\$ 750,000	\$ -	\$ 0	\$ -	\$ 750,000
Mock Up Cost	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ -	\$ 726,307	96.84%	\$ 23,693	\$ -	\$ 726,307	\$ -	\$ 23,693
Fees / Permits / Taxes / Other Subtotal	\$ 131,844,977	\$ 152,862,077	\$ 2,201,000	\$ 336,908,054	\$ -	\$ 3,655,534	93.32%	\$ 10,336,265	\$ 3,655,534	\$ 144,466,812	\$ 144,466,812	\$ 10,336,265

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 RETAIL REMAINING COST REPORT
 APPENDIX IX TO EXHIBIT C-1
 December 31, 2008

DESCRIPTION	CLOSING RETAIL BUDGET (A)	RETAIL BUDGET (B)	RETAIL BUDGET SPENT TO DATE (C)	RETAIL BUDGET REMAINING COSTS (D = B - C)
Retail Tenant Allowance	\$ 56,000,000	\$ 56,000,000	\$ -	\$ 56,000,000
Retail Lease Commissions	\$ 6,000,000	\$ 6,000,000	\$ -	\$ 6,000,000
TOTAL RETAIL REMAINING COSTS	\$ 62,000,000	\$ 62,000,000	\$ -	\$ 62,000,000

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 IN BALANCE REPORT
 APPENDIX X TO EXHIBIT C-1
 December 31, 2008

DESCRIPTION	IN BALANCE TEST
AVAILABLE FUNDS	
Projected Interest Income ⁽¹⁾	\$ 3,623,191
Anticipated Bonded Condo Deposits	\$ 10,000,000
Equity Funding Account	\$ -
Cash Management Account	\$ 6,000,000
Second Mortgage Proceeds Account	\$ -
Bank Proceeds Account ⁽²⁾	\$ 50,090,070
Delay Draw Term Loan Availability	\$ 348,333,333
Bank Revolving Availability, Minus \$40,000,000	\$ 750,000,000
Debt Service Commitment Portion	\$ -
Cash Support Amount	\$ 100,000,000
Retail Lenders Shared Cost Commitment (Less Advances Made for Shared Costs)	\$ 57,741,771
Cash Balance in the Resort Payment Account	\$ -
Cash Balance in the Interest Account	\$ 18,091
Cash Balance in the Resort Loss Proceeds Account	\$ 427
TOTAL AVAILABLE FUNDS	\$ 1,325,806,883
LESS: TOTAL	
Remaining Costs (In Balance Test Adjustments Total from the Remaining Cost Report)	\$ (1,218,104,428)
IN BALANCE POSITIVE / (NEGATIVE)	\$ 107,702,455

(1) Anticipated interest income on all Resort accounts.

(2) Bank proceeds account availability not reduced by letters of credit because the cost is already included in the remaining cost report.

Last Month In Balance	\$ 116,516,167
Difference	<u>\$ (8,813,711)</u>
Contingency	\$ 4,301,812
Minimum Liquidity	\$ 1,937,058
Revolver	\$ 596,403
Reduction of anticipated bonded condo deposits per loan agreement ¹	\$ (4,000,000)
First National Bank of Nevada	\$ (11,666,667)
Interest earned from Interest Account for December	\$ 17,256
Interest earned from Resort Loss Proceeds Account	\$ 427
	<u>\$ (8,813,711)</u>

\$ (0)

December 31, 2008

Deven Kumar
Fontainebleau Resorts, LLC
2827 Paradise Road South
Las Vegas, Nevada 89109

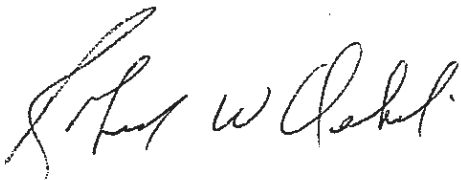
Dear Mr. Kumar:

We are requesting a net amount of \$73,274,967.49 for Payment Application #25 for period through 12/31/2008 for the Fontainebleau Las Vegas, LLC. Please have the funds wired transferred upon approval for payment as per below:

Bank of America, N.A.
Turnberry West Construction, Inc.
Account #501002005942
ABA #122400724
Amount \$73,274,967.49
Attention: Marge Osborne
(954) 423-2712

If you require and additional information, please contact me at (702) 352-1157.

Sincerely,



Robert W. Oehrli
Project Controller

Turnberry West
Construction, Inc.

FONTAINEBLEU LAS VEGAS, 2755 LAS VEGAS BLVD. SO., LAS VEGAS, NV 89109
PHONE 702.495.7360 FAX 702.495.7366 www.turnberryld.com NV Lic. #0067865

EXHIBIT “B-1”



EXHIBIT M-4
to Master Disbursement Agreement

BUDGET/SCHEDULE AMENDMENT CERTIFICATE

December 31, 2008

Bank of America, N.A.,
as Disbursement Agent
Relationship Administration Office Manager
Credit Services & Administration
Commercial Real Estate NJ & PA
Bank of America, N.A.
750 Walnut Avenue
MC: NJ6-502-01-03
Cranford, NJ 07016
Attn: Jeanne P. Brown, Vice President

Re: Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC, Amendment No. 2 to Resort Budget

Ladies and Gentlemen:

Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC, (jointly and severally, the "Project Entities"), request that the Resort Budget for the Project be amended as set forth herein. This certificate is delivered pursuant to that certain Master Disbursement Agreement dated as of June 6, 2007 (the "Disbursement Agreement") among the Project Entities, the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent. Capitalized terms used in this certificate that are otherwise not defined shall have the meaning assigned in the Disbursement Agreement.

In connection with the requested amendment(s), the Project Entities hereby represent, warrant and certify as follows:

A. Amendments.

CHOOSE ONE OR MORE OF THE FOLLOWING TWO OPTIONS:

X The proposed amendment to the Resort Budget is described on Appendix I hereto and is permitted under Section 6.4.1 of the Disbursement Agreement.

The proposed amendment to the Project Schedule extends the Scheduled Opening Date from _____ to _____ and is permitted under Section 6.4.2 of the Disbursement Agreement.

B. Related Certifications.

1. Funding to pay the costs represented by any increase to the aggregate amount budgeted for any

Line Item Category of the Resort Budget set forth on Appendix I hereto is permitted under terms and conditions of the Disbursement Agreement, including Section 6.4 thereof, and the funding to pay such increased costs is available from:

CHOOSE ONE OR MORE OF THE FOLLOWING FOUR OPTIONS:

- * Realized Savings obtained from a different Line Item Category of the Resort Budget.
 - * The allocation of previously unallocated amounts under the "Unallocated Construction Contingency" Line Item in the Resort Budget and after giving effect to such allocation the Unallocated Contingency Balance will equal or exceed the Required Minimum Contingency for the Resort Budget.
 - * X The allocation of previously unallocated amounts under the "Additional Cost Contingency" Line Item of the Resort Budget.
 - * Additional contributions to the equity capital of the Companies.
 - * The increase does not result in the In Balance Test not being satisfied.
2. Any decreases to the aggregate amount budgeted for any Line Item Category of the Resort Budget set forth on Appendix I hereto result from Realized Savings in such Line Item Category, in accordance with the terms and conditions of the Disbursement Agreement, including Section 6.4 thereof.
3. CHOOSE ONE OR BOTH OF THE FOLLOWING TWO OPTIONS:
- * X The Resort Budget in effect immediately prior to the proposed amendment is attached to this Budget/Schedule Amendment Certificate as Appendix II, and the Resort Budget which will be in effect upon effectiveness of the proposed amendment is attached to this Budget/Schedule Amendment Certificate as Appendix III.
 - * The Project Schedule in effect immediately prior to the proposed amendments is attached to this Budget/Schedule Amendment Certificate as Appendix IV, and the Project Schedule which will be in effect upon effectiveness of the proposed amendment is attached to this Budget/Schedule Amendment Certificate as Appendix V.
4. Immediately following the proposed amendment(s): (a) the Budgets will continue to provide for construction and completion of the Project substantially consistent with the Plans and Specifications; (b) the Budgets will continue to call for construction which will permit the Opening Date to occur on or prior to the Scheduled Opening Date; and (c) the Budgets will continue to reasonably establish the Line Item Category components of the work required to be undertaken in order to complete construction of the Project as set forth in the Remaining Cost Report delivered below.
5. The construction performed as of the date hereof is substantially in accordance with the Plans and Specifications. The Project Entities have no reason to believe that the Opening Date will not occur on or prior to the Scheduled Opening Date.
6. Attached hereto as Appendix VI is an updated Remaining Cost Report that gives effect to the proposed amendment(s) and has been completed in accordance with the requirements of the Disbursement Agreement.
7. The Remaining Cost Report (attached hereto as Appendix VI):

- (a) accurately sets forth for each Line Item Category, an aggregate amount equal to the remaining anticipated Project Costs for such Line Item Category;
 - (b) accurately sets forth the Required Minimum Contingency and the Unallocated Contingency Balance; and
 - (c) is true and correct in all material respects, provided, that, it is understood that to the extent any information in such reports is prospective in nature such information is based upon good faith estimates and assumptions believed to be reasonable at the time made.
9. The Project Entities are not presently aware of any expenses other than those set forth in column headed "Balance to Complete" of Appendix VI that are necessary in order to cause the Project to achieve Final Completion.
11. There is no Default or Event of Default under the Disbursement Agreement other than any Default which is cured by this Budget/Schedule Amendment Certificate.

The undersigned certifies that the Resort Budget amendment contemplated hereby is permitted pursuant to the Disbursement Agreement, including, without limitation, Section 6.4 thereof, and all conditions precedent thereto have been met.

Attached to this Budget/Schedule Amendment Certificate as Attachments A and B are certificates from the General Contractor and the Construction Consultant, respectively.

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IN WITNESS WHEREOF, the Project Entities have executed this Budget/Schedule Amendment Certificate as of the 31st day of May, 2008.

FONTAINEBLEAU LAS VEGAS HOLDINGS, LLC,
a Nevada limited liability company

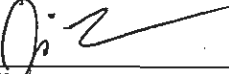
By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its Managing
Member

By: 
Name: Jim Freeman
Title: Chief Financial Officer

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.
a Delaware corporation

By: 
Name: Jim Freeman
Title : Chief Financial Officer

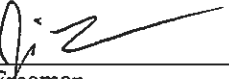
FONTAINEBLEAU LAS VEGAS RETAIL, LLC,
a Delaware limited liability company

By: Fontainebleau Las Vegas Retail Mezzanine, LLC,
its Managing Member

By: Fontainebleau Las Vegas Retail Parent, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC, its
Managing Member

By: 
Name: Jim Freeman
Title: Chief Financial Officer

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada limited liability company

and

FONTAINEBLEAU LAS VEGAS II, LLC,
a Florida limited liability company

By: Fontainebleau Las Vegas Holdings, LLC,
Managing Member of each of the foregoing

By: Fontainebleau Resort Properties I, LLC,
its Managing Member

By: Fontainebleau Resort Holdings, LLC,
its Managing Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By: 

Name: Jim Freeman

Title: Chief Financial Officer

Appendix I to Budget/Schedule Amendment

Amendment No. 1 to Resort Budget

I. Increases to Line Item Categories:

- (a) The following Line Item Category is increased: Construction Costs (Turnberry West Construction)
- (b) Old Amount of Line Item Category: \$1,958,351,138
- (c) Amount of Increase: \$ 11,234,778
- (d) New Total For Line Item Category: \$1,969,585,916

II. Source of Funds For Increase to Line Item Categories:

- (a) Realized Savings: \$ _____. The particular Line Item Category of the Resort Budget that is the source of such Realized Savings is identified in item III. below.
- (b) **X Allocation of unallocated amount from the "Unallocated Construction Contingency" Line Item Category: \$3,386,412** The corresponding decrease in the "Unallocated Contingency Balance" is \$24,376,529. After giving effect to such allocation, the Unallocated Contingency Balance will equal or exceed the Required Minimum Contingency for the Resort Budget.
- (c) Additional Equity Contributions: The Companies received of additional equity capital contributions.
- (d) Excess Funds/In Balance: \$ _____. Amount by which Available Funds exceed Remaining Costs.

III. Decreases to Line Item Categories:

- (a) The following Line Item Category is decreased: _____
- (b) Old Amount of Line Item Category: _____
- (c) Amount of Decrease: _____
- (d) New Total For Line Item Category: _____

Reason For Decrease of Line Item Category:

____ Realized Savings. Realized Savings Certificate in the form attached hereto as Schedule 1 to Appendix I.

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX II TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT 14-4
 As of 12/31/08

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS				
	CLOSING BUDGET (A)	PRIOR REPORT PERIOD BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	REPORT BUDGET (D)	PREVIOUS COMPLETED DATE (E)	CURRENT PERIOD COMPLETED DATE (F)	TOTAL COMPLETED DATE (E+F+G)	% COMPLETED (G/D)	BALANCE TO COMPLETE (D-G)	TOTAL COMPLETED DATE (G+H+I)	PREVIOUS COMPLETED DATE (K FROM PRIOR MONTH) (L)	CURRENT PERIOD COMPLETED DATE (M)	BALANCE TO COMPLETE (D-K+M)
Construction Hard Costs													
Tower	\$ 653,718,830	\$ 702,857,293	\$ 1,541,876	\$ 704,166,871	\$ 501,115,753	\$ 35,790,014	\$ 538,005,768	76.24%	\$ 167,283,265	\$ 487,728,140	\$ 464,820,078	\$ 32,900,062	\$ 206,470,832
Radom	\$ 602,119,868	\$ 705,773,027	\$ 5,677,976	\$ 715,451,003	\$ 384,638,187	\$ 23,740,104	\$ 388,407,281	54.28%	\$ 327,043,712	\$ 365,305,907	\$ 343,916,109	\$ 22,392,798	\$ 348,142,096
Convention	\$ 378,885,718	\$ 440,430,592	\$ 1,093,380	\$ 441,533,321	\$ 331,791,221	\$ 16,881,802	\$ 348,373,022	78.90%	\$ 93,160,299	\$ 327,687,189	\$ 312,483,027	\$ 15,204,162	\$ 113,846,132
Convention/Casual Plant	\$ 54,269,668	\$ 16,856,191	\$ 415,096	\$ 17,275,127	\$ 11,895,044	\$ 36,392	\$ 11,931,436	68.07%	\$ 5,343,691	\$ 11,383,825	\$ 11,349,650	\$ 34,175	\$ 5,891,302
Ship	\$ 6,000,000	\$ 3,051,170	\$ -	\$ 3,051,170	\$ 2,388,040	\$ -	\$ 2,388,040	78.28%	\$ 62,130	\$ 2,388,040	\$ 2,388,040	\$ -	\$ 62,130
Bond cost	\$ 1,705,000,000	\$ 1,889,786,914	\$ 11,788,974	\$ 1,881,896,592	\$ 1,211,844,848	\$ 76,157,312	\$ 1,288,006,160	68.46%	\$ 593,503,438	\$ 1,288,488,701	\$ 1,134,865,544	\$ 70,531,157	\$ 678,819,892
Construction Hard Costs Subtotal	\$ 21,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,814,137	\$ 240,728	\$ 6,054,865	48.25%	\$ 6,481,575	\$ 6,052,225	\$ 5,811,511	\$ 240,714	\$ 6,484,213
LEED Qualification Costs	\$ 21,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,814,137	\$ 240,728	\$ 6,054,865	48.25%	\$ 6,481,575	\$ 6,052,225	\$ 5,811,511	\$ 240,714	\$ 6,484,213
LEED Qualification Costs Subtotal	\$ 21,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 5,814,137	\$ 240,728	\$ 6,054,865	48.25%	\$ 6,481,575	\$ 6,052,225	\$ 5,811,511	\$ 240,714	\$ 6,484,213
LEED Sales Tax Benefit	\$ (50,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
LEED Sales Tax Benefit Subtotal	\$ (50,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
General Conditions/Requirements/Holding	\$ 24,282,242	\$ 27,444,707	\$ 1,945,000	\$ 29,389,157	\$ 27,444,070	\$ 1,650,727	\$ 26,124,787	98.10%	\$ 2,653,369	\$ 29,124,787	\$ 27,444,070	\$ 1,680,727	\$ 265,369
CM Staffing	\$ 1,182,200	\$ 1,172,708	\$ 236,000	\$ 6,406,786	\$ 5,172,766	\$ 34,136	\$ 6,206,933	98.85%	\$ 201,863	\$ 6,206,933	\$ 6,172,796	\$ 34,136	\$ 201,863
Field Engineering	\$ 300,000	\$ 21,031	\$ 12,000	\$ 33,031	\$ 21,000	\$ 225	\$ 21,255	64.35%	\$ 11,775	\$ 21,255	\$ 21,000	\$ 225	\$ 11,775
Health Consulting	\$ 4,036,707	\$ 5,674,203	\$ 262,000	\$ 5,886,203	\$ 5,624,203	\$ 234,436	\$ 5,858,639	99.53%	\$ 27,565	\$ 5,858,639	\$ 5,674,203	\$ 234,436	\$ 27,565
COE (OT for inspectors misc certifications)	\$ 5,057,640	\$ 3,704,578	\$ 63,000	\$ 3,797,578	\$ 3,704,578	\$ 41,236	\$ 3,745,814	98.64%	\$ 51,763	\$ 3,745,814	\$ 3,704,578	\$ 41,236	\$ 51,763
Safety	\$ 2,458,000	\$ 3,154,809	\$ 254,000	\$ 3,408,809	\$ 3,154,809	\$ 212,604	\$ 3,367,413	98.78%	\$ 41,397	\$ 3,367,413	\$ 3,154,809	\$ 212,604	\$ 41,397
Temporary Utilities	\$ 4,528,475	\$ 7,004,216	\$ 245,000	\$ 7,249,216	\$ 7,004,216	\$ 210,109	\$ 7,214,327	99.52%	\$ 34,881	\$ 7,214,327	\$ 6,891,216	\$ 323,111	\$ 47,891
Temporary Protection	\$ 8,348,000	\$ 11,897,025	\$ 518,000	\$ 12,515,025	\$ 11,897,024	\$ 467,202	\$ 12,464,226	98.68%	\$ 56,055	\$ 12,464,226	\$ 11,916,142	\$ 547,884	\$ 126,707
Material and Labor Staging	\$ 2,943,700	\$ 1,590,323	\$ 188,000	\$ 1,685,323	\$ 1,493,127	\$ 148,141	\$ 1,639,268	98.80%	\$ 15,171	\$ 1,639,268	\$ 1,493,127	\$ 148,141	\$ 15,171
Clean-up (Contract and Final)	\$ 1,831,000	\$ 1,233,227	\$ 36,000	\$ 1,269,227	\$ 1,232,172	\$ 20,884	\$ 1,253,056	98.21%	\$ 3,357	\$ 1,253,056	\$ 1,232,172	\$ 20,884	\$ 3,357
General Equipment and Tools	\$ 1,825,200	\$ 21,702	\$ 134,000	\$ 1,853,162	\$ 1,728,182	\$ 116,474	\$ 1,844,656	99.09%	\$ 17,526	\$ 1,844,656	\$ 1,728,182	\$ 116,474	\$ 17,526
Project Documentation	\$ 2,000,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	0.00%	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Misc. Project Expenses	\$ 1,500,000	\$ 1,483,975	\$ 94,000	\$ 1,557,975	\$ 1,483,975	\$ 80,022	\$ 1,543,897	99.10%	\$ 13,078	\$ 1,543,897	\$ 1,483,975	\$ 80,022	\$ 13,078
Testing and Inspection (ATC Associates)	\$ 26,232,410	\$ 4,928,558	\$ 4,510,600	\$ 417,958	\$ 757,824	\$ (740,320)	\$ 17,604	4.21%	\$ 400,354	\$ 757,824	\$ (740,320)	\$ (400,354)	\$ 400,354
Reimbursable blueprinting	\$ 87,654,074	\$ 78,024,815	\$ (944,200)	\$ 75,528,815	\$ 77,833,312	\$ 2,504,711	\$ 74,338,023	96.41%	\$ 1,191,842	\$ 74,045,457	\$ 71,542,361	\$ 2,503,096	\$ 1,484,428
Holding	\$ 1,751,634,074	\$ 1,938,335,138	\$ 11,234,776	\$ 1,989,585,916	\$ 1,439,468,284	\$ 78,907,751	\$ 1,488,399,045	89.48%	\$ 801,186,871	\$ 1,488,399,045	\$ 1,312,319,416	\$ 74,274,987	\$ 813,991,523
Sub Total General Conditions/Requirements/Holding	\$ 111,038,860	\$ 77,271,571	\$ -	\$ 77,271,571	\$ 77,271,571	\$ -	\$ -	0.00%	\$ 77,271,571	\$ -	\$ -	\$ -	\$ 77,271,571
Contingency	\$ -	\$ 24,376,529	\$ (11,234,776)	\$ 13,141,751	\$ -	\$ -	\$ -	0.00%	\$ 13,141,751	\$ -	\$ -	\$ -	\$ 13,141,751
Unallocated Contingency	\$ -	\$ 24,376,529	\$ (11,234,776)	\$ 13,141,751	\$ -	\$ -	\$ -	0.00%	\$ 13,141,751	\$ -	\$ -	\$ -	\$ 13,141,751
Additional Cost Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency Subtotal	\$ 111,038,860	\$ 24,376,529	\$ (11,234,776)	\$ 13,141,751	\$ -	\$ -	\$ -	0.00%	\$ 13,141,751	\$ -	\$ -	\$ -	\$ 13,141,751
Insurance	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 21,882,414	\$ 159,041	\$ 22,051,474	55.13%	\$ 17,948,526	\$ 22,051,474	\$ 21,882,414	\$ 159,061	\$ 17,948,526
Insurance package	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 21,882,414	\$ 159,041	\$ 22,051,474	55.13%	\$ 17,948,526	\$ 22,051,474	\$ 21,882,414	\$ 159,061	\$ 17,948,526
Insurance Subtotal	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 21,882,414	\$ 159,041	\$ 22,051,474	55.13%	\$ 17,948,526	\$ 22,051,474	\$ 21,882,414	\$ 159,061	\$ 17,948,526
Total Construction Costs	\$ 1,304,673,934	\$ 2,089,993,238	\$ -	\$ 2,089,993,238	\$ 1,311,388,709	\$ 78,907,751	\$ 1,390,450,419	88.21%	\$ 705,248,719	\$ 1,390,450,419	\$ 1,234,219,416	\$ 71,524,028	\$ 923,352,880

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX III TO THE BUDGET/SCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT #4
 As of 12/31/09

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED				NET AMOUNTS				
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	PREVIOUS COMPLETED DATE (G FROM PRIOR MONTH) (E)	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED DATE (E+F+G) (H)	% COMPLETED (G/H) (I)	BALANCE TO COMPLETE (D-G+H) (J)	TOTAL COMPLETED DATE (G+J+K) (M)	PREVIOUS COMPLETED DATE (K FROM PRIOR MONTH) (L)	CURRENT PERIOD COMPLETED DATE (K+L+M) (N)	BALANCE TO COMPLETE (D-N+O) (O)
Rooms FF&E													
Condo Suite	\$ 15,390,572	\$ 15,390,572	\$ -	\$ 15,390,572	\$ 5,430,754	\$ 491,947	\$ 5,928,701	38.60%	\$ 9,461,871	\$ 5,928,701	\$ 5,430,754	\$ 491,947	\$ 9,461,871
Condo Unit One Bedroom	\$ 7,484,282	\$ 7,484,282	\$ -	\$ 7,484,282	\$ 3,967,448	\$ 277,419	\$ 3,667,867	48.14%	\$ 3,786,425	\$ 3,967,448	\$ 3,967,448	\$ 277,419	\$ 3,786,425
Center Suite	\$ 724,293	\$ 724,293	\$ -	\$ 724,293	\$ 601,048	\$ 111,308	\$ 712,357	97.01%	\$ 21,938	\$ 712,357	\$ 601,048	\$ 111,308	\$ 21,938
Junior Suite	\$ 1,589,312	\$ 1,589,312	\$ -	\$ 1,589,312	\$ 515,275	\$ 201,689	\$ 716,965	45.11%	\$ 872,337	\$ 716,965	\$ 515,275	\$ 201,689	\$ 872,337
Three Bay Suite	\$ 1,847,402	\$ 1,847,402	\$ 200,000	\$ 2,047,402	\$ 1,429,514	\$ 407,489	\$ 1,837,003	89.24%	\$ 14,899	\$ 1,837,003	\$ 1,429,514	\$ 407,489	\$ 14,899
Four Bay Suite	\$ 141,952	\$ 141,952	\$ -	\$ 141,952	\$ 114,000	\$ -	\$ 114,000	80.31%	\$ 27,952	\$ 114,000	\$ 114,000	\$ -	\$ 27,952
Five Bay Suite	\$ 488,673	\$ 488,673	\$ -	\$ 488,673	\$ 595,024	\$ 1,765,311	\$ 7,670,335	53.05%	\$ 8,765,024	\$ 595,024	\$ 595,024	\$ 1,765,311	\$ 8,765,024
Typical King	\$ 14,455,574	\$ 14,455,574	\$ -	\$ 14,455,574	\$ 8,562,343	\$ 2,168,361	\$ 10,728,704	33.92%	\$ 20,992,463	\$ 10,728,704	\$ 8,562,343	\$ 2,168,361	\$ 20,992,463
Typical Queen	\$ 31,921,197	\$ 31,921,197	\$ (250,000)	\$ 31,671,197	\$ 25,850,789	\$ 5,421,543	\$ 31,272,332	49.52%	\$ 42,112,815	\$ 31,272,332	\$ 25,850,789	\$ 5,421,543	\$ 42,112,815
Rooms FF&E Subtotal	\$ 73,784,287	\$ 73,784,287	\$ -	\$ 73,784,287	\$ 500,494	\$ -	\$ 500,494	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 500,494
Hotel and F&B Operating Equipment													
Ball Deck	\$ 500,494	\$ 500,494	\$ -	\$ 500,494	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 500,494
Front Desk	\$ 737,295	\$ 737,295	\$ -	\$ 737,295	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 737,295
Housekeeping	\$ 10,527,110	\$ 10,527,110	\$ -	\$ 10,527,110	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 10,527,110
Room Reservations	\$ 619,000	\$ 619,000	\$ -	\$ 619,000	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 619,000
Pool Operations	\$ 3,698,531	\$ 3,698,531	\$ -	\$ 3,698,531	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 3,698,531
Condo Operations	\$ 188,184	\$ 188,184	\$ -	\$ 188,184	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 188,184
Hotel Sales	\$ 2,618,607	\$ 2,618,607	\$ -	\$ 2,618,607	\$ 8,784	\$ 7,694	\$ 740,325	0.26%	\$ 2,611,813	\$ 740,325	\$ 8,784	\$ 7,694	\$ 2,611,813
Convention Center	\$ 10,261,397	\$ 10,261,397	\$ -	\$ 10,261,397	\$ 1,846	\$ 7,420,479	\$ 7,420,325	7.21%	\$ 9,521,073	\$ 7,420,325	\$ 1,846	\$ 7,420,479	\$ 9,521,073
Business Center	\$ 546,115	\$ 546,115	\$ -	\$ 546,115	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 546,115
Telephone	\$ 489,235	\$ 489,235	\$ -	\$ 489,235	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 489,235
Spa	\$ 2,858,128	\$ 2,858,128	\$ -	\$ 2,858,128	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 2,858,128
Food & Beverage	\$ 6,553,037	\$ 6,553,037	\$ -	\$ 6,553,037	\$ 2,265	\$ 2,464,639	\$ 2,466,903	25.04%	\$ 7,386,134	\$ 2,466,903	\$ 2,265	\$ 2,464,639	\$ 7,386,134
Catering	\$ 6,256,824	\$ 6,256,824	\$ -	\$ 6,256,824	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 6,256,824
Hotel and F&B Operating Equipment Subtotal	\$ 49,081,837	\$ 49,081,837	\$ -	\$ 49,081,837	\$ 10,904	\$ 3,303,117	\$ 3,214,021	6.55%	\$ 45,867,816	\$ 3,214,021	\$ 10,904	\$ 3,303,117	\$ 45,867,816
Kitchen Equipment													
Food Service Equipment	\$ 22,259,240	\$ 22,259,240	\$ -	\$ 22,259,240	\$ 250,795	\$ 35,999	\$ 265,794	1.33%	\$ 22,003,446	\$ 265,794	\$ 250,795	\$ 35,999	\$ 22,003,446
Kitchen Equipment Subtotal	\$ 22,259,240	\$ 22,259,240	\$ -	\$ 22,259,240	\$ 250,795	\$ 35,999	\$ 265,794	1.33%	\$ 22,003,446	\$ 265,794	\$ 250,795	\$ 35,999	\$ 22,003,446
Exterior Signage													
Quotation by YERCO	\$ 26,532,720	\$ 26,532,720	\$ -	\$ 26,532,720	\$ 4,879,750	\$ 1,998,526	\$ 6,878,276	25.92%	\$ 19,654,444	\$ 6,878,276	\$ 4,879,750	\$ 1,998,526	\$ 19,654,444
Exterior Signage Subtotal	\$ 26,532,720	\$ 26,532,720	\$ -	\$ 26,532,720	\$ 4,879,750	\$ 1,998,526	\$ 6,878,276	25.92%	\$ 19,654,444	\$ 6,878,276	\$ 4,879,750	\$ 1,998,526	\$ 19,654,444
Common Area													
FOH	\$ 23,281,213	\$ 23,281,213	\$ -	\$ 23,281,213	\$ 12,241,454	\$ 1,000,183	\$ 13,271,637	57.01%	\$ 10,009,576	\$ 13,271,637	\$ 12,241,454	\$ 1,000,183	\$ 10,009,576
BOH	\$ 5,394,599	\$ 5,394,599	\$ -	\$ 5,394,599	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 5,394,599
Common Area Subtotal	\$ 28,675,812	\$ 28,675,812	\$ -	\$ 28,675,812	\$ 12,241,454	\$ 1,000,183	\$ 13,271,637	46.30%	\$ 15,394,175	\$ 13,271,637	\$ 12,241,454	\$ 1,000,183	\$ 15,394,175
Costed FF&E	\$ 200,383,936	\$ 200,383,936	\$ -	\$ 200,383,936	\$ 43,342,512	\$ 11,889,388	\$ 55,031,900	27.47%	\$ 143,332,036	\$ 55,031,900	\$ 43,342,512	\$ 11,889,388	\$ 143,332,036
Gaming FF&E													
Table Games	\$ 3,137,240	\$ 3,137,240	\$ -	\$ 3,137,240	\$ -	\$ 771	\$ 771	0.02%	\$ 3,136,469	\$ -	\$ -	\$ 771	\$ 3,136,469
Poker	\$ 174,182	\$ 174,182	\$ -	\$ 174,182	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 174,182
Slot Operations	\$ 29,322,129	\$ 29,322,129	\$ -	\$ 29,322,129	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 29,322,129
R&S	\$ 8,174,424	\$ 8,174,424	\$ -	\$ 8,174,424	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 8,174,424
Cage Security	\$ 1,843,850	\$ 1,843,850	\$ -	\$ 1,843,850	\$ -	\$ 150,000	\$ 150,000	8.13%	\$ 1,693,850	\$ 150,000	\$ -	\$ 150,000	\$ 1,693,850
Security	\$ 218,174	\$ 218,174	\$ -	\$ 218,174	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 218,174
Gaming FF&E Subtotal	\$ 40,871,889	\$ 40,871,889	\$ -	\$ 40,871,889	\$ -	\$ 150,771	\$ 150,771	0.37%	\$ 40,720,328	\$ -	\$ -	\$ 150,771	\$ 40,720,328
Entertainment													
Theater	\$ 12,260,731	\$ 12,260,731	\$ -	\$ 12,260,731	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ 12,260,731

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 APPENDIX M TO THE BUDGETSCHEDULE AMENDMENT CERTIFICATE
 EXHIBIT M.4
 As of 12/31/08

DESCRIPTION	RESORT COSTS AMOUNT			COSTS INCURRED				NET AMOUNTS					
	CLOSING RESORT BUDGET (A)	RESORT BUDGET MODIFICATIONS (B-C-D)	PRIOR RESORT BUDGET (D FROM PRIOR MONTH) (B)	PREVIOUS COMPLETED DATE (E FROM PRIOR MONTH) (E)	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED DATE (G-F-F-G)	% COMPLETED (H)	BALANCE TO COMPLETE (D-G-I)	TOTAL RETAINAGE (J)	TOTAL COMPLETED DATE (K-J-K)	PREVIOUS COMPLETED DATE (K FROM PRIOR MONTH) (L)	CURRENT PERIOD COMPLETED DATE (K-L-M)	BALANCE TO COMPLETE (D-K-N)
Debt Service Accrued Through Scheduled Opening													
Debt Service	\$ 382,796,033	\$ 332,379,033	\$ 332,379,033	\$ 217,136,763	\$ 217,136,763	\$ 217,136,763	65.33%	\$ 115,242,270	\$ -	\$ 217,136,763	\$ 217,136,763	\$ -	\$ 115,242,270
Debt Service Accrued Through Scheduled Opening Subtotal	\$ 382,796,033	\$ 332,379,033	\$ 332,379,033	\$ 217,136,763	\$ 217,136,763	\$ 217,136,763	65.33%	\$ 115,242,270	\$ -	\$ 217,136,763	\$ 217,136,763	\$ -	\$ 115,242,270
Condominium-Hotel Selling Expenses													
Condominium-Hotel Selling Expenses	\$ 48,776,523	\$ 25,000,000	\$ 25,000,000	\$ 16,851,189	\$ 381,548	\$ 17,232,748	68.53%	\$ 7,787,252	\$ -	\$ 17,232,748	\$ 16,851,189	\$ 381,548	\$ 7,787,252
Condominium-Hotel Selling Expenses Subtotal	\$ 48,776,523	\$ 25,000,000	\$ 25,000,000	\$ 16,851,189	\$ 381,548	\$ 17,232,748	68.53%	\$ 7,787,252	\$ -	\$ 17,232,748	\$ 16,851,189	\$ 381,548	\$ 7,787,252
Fees and Expenses													
Fees and Expenses	\$ 60,740,784	\$ 60,740,784	\$ 60,740,784	\$ 59,545,871	\$ -	\$ 59,545,871	98.03%	\$ 1,194,913	\$ -	\$ 59,545,871	\$ 59,545,871	\$ -	\$ 1,194,913
Fees and Expenses Subtotal	\$ 60,740,784	\$ 60,740,784	\$ 60,740,784	\$ 59,545,871	\$ -	\$ 59,545,871	98.03%	\$ 1,194,913	\$ -	\$ 59,545,871	\$ 59,545,871	\$ -	\$ 1,194,913
Costs Accrued Through Opening Date	\$ 898,935,065	\$ 654,804,482	\$ 654,804,482	\$ 482,849,428	\$ 6,659,123	\$ 489,508,551	71.70%	\$ 185,295,950	\$ -	\$ 489,508,551	\$ 482,849,428	\$ 6,659,123	\$ 185,295,950
TOTAL COSTS	\$ 2,829,048,381	\$ 3,080,243,141	\$ 3,080,243,141	\$ 1,824,938,987	\$ 89,048,814	\$ 1,913,987,801	67.41%	\$ 1,167,285,300	\$ 83,492,489	\$ 1,923,977,781	\$ 1,747,264,114	\$ 92,231,178	\$ 1,240,757,850

(1) To be filed out without retaining Retainage.

IN BALANCE TEST ADJUSTMENTS	
Post-Closing Item Costs Paid to Date %	69.6%
Contingency Adjustment	
Required Minimum Contingency	\$ 34,074,105
Unacc. Unallocated Contingency Balance (Actual)	\$ (7,271,571)
Contingency Adjustment Subtotal	\$ (42,497,374)
Other Adjustments	
Required Minimum Cash Support	\$ -
Required Minimum Liquidity Account	\$ 15,478,314
Required Minimum Excess Revolver Support Amount	\$ 4,785,859
Payment of Existing Debt	\$ -
Adjustment for Additional Cash Support	\$ -
TOTAL	\$ 1,218,104,428

IN BALANCE TEST AVAILABLE CUSHION	
STARTING CUSHION	\$ 50,000,000
Required Minimum Cash Support	\$ -
Other Unallocated in Balance Cushion	\$ -
Contingency Adjustment Subtotal	\$ 42,497,374
Required Minimum Liquidity Account	\$ 15,478,314
Required Minimum Excess Revolver Support Amount	\$ 4,785,859
Adjustment for Additional Cash Support	\$ -
Total Other Unallocated in Balance Cushion	\$ 85,067,988
TOTAL CUSHION	\$ 50,000,000

ATTACHMENT A TO BUDGET AMENDMENT CERTIFICATE

Certificate of General Contractor

12/31/08

Bank of America, N.A.,
as Disbursement Agent
Relationship Administration Office Manager
Credit Services & Administration
Commercial Real Estate NJ & PA
Bank of America, N.A.
750 Walnut Avenue
MC: NJ6-502-01-03
Cranford, NJ 07016
Attn: Jeanne P. Brown, Vice President

Re: **Budget Amendment Certificate** ("**Budget Amendment Certificate**") dated **December 31, 2008**, of Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC, and Fontainebleau Las Vegas II, LLC (collectively, the "**Project Entities**").

Ladies and Gentlemen:

Reference is made to the Master Disbursement Agreement dated as of June 6, 2007 (the "**Disbursement Agreement**") among the Project Entities, the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent. All capitalized terms used herein without definition shall have the meaning given to them in the Disbursement Agreement.

In connection with the development, construction and operation of the Fontainebleau Resort and Casino project (the "**Project**"), Turnberry West Construction, Inc. ("**General Contractor**") hereby certifies as follows:

1. The General Contractor has reviewed the above referenced **Budget Amendment Certificate**.
2. The General Contractor hereby certifies and confirms the accuracy of the certifications in paragraphs B.4. and B.5. of the above-referenced **Budget Amendment Certificate** to the extent that the same relate to the Prime Construction Agreement.
3. The undersigned has no reason to believe that the proposed amendment is not consistent with the "Drawings and Specifications" (as described in the Prime Construction Agreement), as approved by the relevant governmental authorities.

The foregoing representations, warranties and certifications are true and correct, are made for the benefit of the Disbursement Agent, the Funding Agents and the Lenders represented thereby, and may be relied upon for the purposes of authorizing and making the amendment to the **Resort Budget**; provided, that, to the extent any such Person is not entitled to rely on such representations, warranties and certifications pursuant to Section 11.18 of the Disbursement Agreement then such representations, warranties and certifications are deemed to not to have been made to such Person and such Person may not rely on thereon.

*Turnberry West
Construction, Inc.*

FONTAINEBLEU LAS VEGAS, 2755 LAS VEGAS BLVD. SO., LAS VEGAS, NV 89109
PHONE 702.495.7360 FAX 702.495.7366 www.turnberrylid.com NV Lic. #0067865

IN WITNESS WHEREOF, the General Contractor has executed this General Contractor's Certificate as of
the ____ day of _____, _____.

TURNBERRY WEST CONSTRUCTION, INC.,
a Nevada corporation

By:



Name: Roger McElfresh

Title: President and COO

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “C”



GENERAL CONTRACTOR ADVANCE CERTIFICATE

Date: December 31, 2008
Advance Date: December 31, 2008

Bank of America, N.A.,
as Disbursement Agent
Relationship Administration Office Manager
Credit Services & Administration
Commercial Real Estate NJ & PA
Bank of America, N.A.
750 Walnut Avenue
MC: NJ6-502-01-03
Cranford, NJ 07016
Attn: Jeanne P. Brown, Vice President

Lehman Brothers Holdings Inc.
as Retail Agent
c/o Lehman Brothers Holdings
399 Park Avenue
New York, New York 10022
Attention: Josh Freedman
Facsimile No.: (212) 713-1278

Bank of America, N.A.,
as Bank Agent
Mail Code: TX1-492-14-11
Bank of America Plaza
901 Main Street
Dallas, TX 75202-3714
Attn: Donna F. Kimbrough

Wells Fargo Bank, National Association,
as Trustee
MAC N9311-110
625 Marquette Avenue
Minneapolis, MN 55479
Attention: Fontainebleau Account Manager

Re: Advance Request No. [15] under the Master Disbursement Agreement dated as of June 6, 2007 (the "Disbursement Agreement") among Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities"), the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent.

Ladies and Gentlemen:

In connection with the development, construction and operation of the Fontainebleau Resort and Casino project (the "Project"), Turnberry West Construction, Inc. (the "General Contractor") hereby certifies as follows:

1. Pursuant to our Application for Payment (as described in the Prime Construction Agreement) dated June 6, 2007 ("Application for Payment #25") we have requested \$73,274,967.49.

2. The Prime Construction Agreement is in full force and effect except for amendments not prohibited by Section 6.1 of the Disbursement Agreement or the Financing Agreements. The General Contractor is not in default under any material term of the Prime Construction Agreement and, to the best of the General Contractor's knowledge, the Project Entities are not in default under any material term of the Prime Construction Agreement, except as detailed below [List all defaults which are inconsistent with the foregoing statements]:

NONE

*Turnberry West
Construction, Inc.*

FONTAINEBLEAU LAS VEGAS, 2755 LAS VEGAS BLVD. SO., LAS VEGAS, NV 89109
PHONE 702.495.7360 FAX 702.495.7366 www.turnberryltd.com NV Lic. #0067865

3. The "Work" (as defined in the Prime Construction Agreement) performed to date has been performed in accordance with the Prime Construction Agreement and the "Schedule" (as defined in the Prime Construction Agreement) in effect on the date hereof. Invoices submitted, including the current invoice, are in accordance with the requirements of the Prime Construction Agreement.

4. The Control Estimate (as described in the Prime Construction Agreement) most recently submitted by the General Contractor pursuant to Article 6 of the Prime Construction Agreement is based on reasonable assumptions as to all legal and factual matters material to the estimates set forth therein and reflects the costs expected to be incurred by the General Contractor to complete the remaining "Work" (as defined in the Prime Construction Agreement) on the Project.

5. Attached hereto is a list of each first tier trade subcontractor or materialmen under the Prime Construction Agreement.

6. The General Contractor hereby certifies and confirms (i) that the construction performed as of the date hereof is substantially in accordance with the plans and specifications for the Project and that the disbursement described in Paragraph I above is appropriate in light of the percentage of construction completed and the amount of stored materials and (ii) as of the date hereof, the date upon which Substantial Completion (as defined in the Prime Construction Agreement) must be achieved pursuant to Section 4.3 of the Prime Construction Agreement is September 29, 2009 [**Note to Disbursement Agent and Construction Consultant: date inserted must be on or before the Scheduled Opening Date under the Disbursement Agreement**]. There is no reason to believe that the Substantial Completion Date (as defined in the Prime Construction Agreement) will not occur on or prior to such date. As required pursuant to Section 4.4 of the Prime Construction Agreement the most recent "Schedule" (as defined in the Prime Construction Agreement) is attached to the Application for Payment (as described in the Prime Construction Agreement). Such "Schedule" (as defined in the Prime Construction Agreement) is true, complete and correct in all material respects. The General Contractor is unaware of any change in the plans and specifications for the Project set forth in the drawings issued for construction as of the date of the previous advance or any other change to the design, layout, architecture or quality of the Project set forth in the drawings issued for construction from that which was contemplated on the date of the previous advance, (unless such change is required by law) (a "Scope Change"), other than as set forth in Schedule 1 (to the extent that such Scope Changes, are (or would be if implemented) under the Prime Construction Agreement).

7. There is no material adverse change in the condition of the General Contractor which in the reasonable judgment of the General Contractor would be likely to materially adversely affect the General Contractor's ability to perform the "Work" (as defined in the Prime Construction Agreement) in accordance with the terms of the Prime Construction Agreement.

All capitalized terms used herein without definition shall have the meaning given to them in the Disbursement Agreement.

The foregoing representations are true and correct, are made for the benefit of the Disbursement Agent, the Funding Agents and the Lenders represented thereby, and may be relied upon for the purposes of making advances pursuant to the above referenced Disbursement Agreement; provided, that, to the extent any such Person is not entitled to rely on such representations, warranties and certifications pursuant to Section 11.18 of the Disbursement Agreement then such representations, warranties and certifications are deemed to not to have been made to such Person and such Person may not rely on thereon.

IN WITNESS WHEREOF, the undersigned has executed this General Contractor Advance Certificate as of the 31st of December, 2008.

TURNBERRY WEST CONSTRUCTION, INC.,
a Nevada corporation

By: 

Name: Roger McElfresh

Title: President and COO

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 2 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC.
 PROJECT: FONTAINEBLEAU LAS VEGAS
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

VIA ARCHITECT: Bergman, Wallis & Associates, Ltd.

APPLICATION NO.: 25
PERIOD TO: 12/31/2008

DISTRIBUTION NO.:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT DATE:

CONSOLIDATED-ALL JOBS
 Bergman, Wallis & Associates, Ltd.

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.....\$ 1,753,634,074.00
2. Net Change by Change Orders.....\$ 215,951,842.39
3. CONTRACT SUM TO DATE (Line 1 ± 2).....\$ 1,969,585,916.39
4. TOTAL COMPLETED & STORED TO DATE.....\$ 1,368,399,045.17
 (Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work
 (Columns D + E on G703).....\$ 82,804,662.12
 - b. % of Stored Material
 (Column F on G703).....\$

Total Retainage (Lines 5a + 5b or Total in Column I of G703).....\$ 82,804,662.12

6. TOTAL EARNED LESS RETAINAGE.....\$ 1,285,594,383.05
 (Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate).....\$ 1,203,570,642.94

8. LESS PREVIOUS OWNER FUNDINGS.....\$ 8,748,772.62

9. CURRENT PAYMENT DUE.....\$ 73,274,967.49

10. BALANCE TO FINISH INCLUDING RETAINAGE
 (Line 3 less Line 6).....\$ 683,991,533.34

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 365,442,720.18	\$ (160,725,660.80)
Total approved this month	15,745,378.23	(4,510,600.00)
TOTALS	\$ 381,188,098.41	\$ (165,236,260.80)
NET CHANGES by Change Order	\$ 215,951,837.61	

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 no amount of payment shown herein is now due.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: *[Signature]*

Date: *12/02/09*
 STATE OF NEVADA
 Notary Public: *30 Alexander Street*
 My Commission expires: *1/1/11*



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. Initial all figure on this Application and on the Continuation Sheet that are changed to conform with 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.

[Handwritten initials] 1/02/09

6703 CONTINUATION SHEET

FONTAINEBLEAU LAS VEGAS
CONSOLIDATED-ALL JOBS

APPLICATION NUMBER 25
APPLICATION DATE 12/31/2008
PERIOD TO 12/31/2008

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's
signed Certification is attached.
Use Column I on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D ORE)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-G)	I RETAINAGE
						FROM PREVIOUS APPLICATION (D-E)	% (G)					
JOB # 10-100	SITE/OFFSITE	54,269,686.00	(37,410,484.89)	415,935.73	17,275,125.84	11,895,044.13	35,392.05	11,831,436.18	5,343,690.66	11,831,436.18	69.1%	547,511.30
JOB # 10-200	TOWER	653,718,930.00	48,938,363.41	1,541,675.00	704,198,971.41	501,115,752.77	30,132,398.23	536,805,766.41	6,657,515.41	536,805,766.41	76.2%	39,177,526.85
JOB # 10-300	PARKING GARAGE/CONVENTION CENTRAL PLANT	379,895,716.00	60,544,214.32	1,093,389.00	441,533,321.32	331,791,220.83	15,575,590.82	348,373,022.45	1,006,211.00	348,373,022.45	78.9%	20,685,833.11
JOB # 10-400	GENERAL CONDITIONS	93,634,074.00	(14,558,819.00)	(494,200.00)	78,581,054.77	74,221,952.53	2,504,711.02	76,726,563.55	-	76,726,563.55	97.5%	297,566.06
JOB # 10-500	PODIUM	609,115,686.00	97,687,351.87	8,677,975.50	715,451,003.37	364,658,166.84	22,680,301.22	388,407,291.06	1,068,803.00	388,407,291.06	54.3%	22,095,384.22
JOB # 10-600	LEED	(37,000,000.00)	49,546,438.45	-	12,546,438.45	5,814,137.23	240,728.29	6,054,855.52	-	6,054,855.52	48.3%	2,640.00
	Rounding											
	PROJECT TOTAL	1,753,634,074.00	204,717,054.16	11,234,775.23	1,869,685,916.39	1,289,496,254.33	71,170,121.43	1,368,399,045.17	7,732,629.41	1,368,399,045.17	69.5%	82,804,662.12

Instructions on reverse side | PAGE ONE OF PAGES

AIA DOCUMENT G703

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC.
 PROJECT: FONTAINEBLEAU LAS VEGAS
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 JOB # 10100
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109
 VIA ARCHITECT: Bergman, Walls & Associates, Ltd.

APPLICATION NO.: 25
PERIOD TO: 12/31/2008

Distribution No.:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACT DATE:

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.

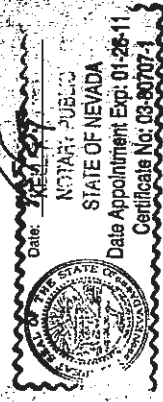
1. ORIGINAL CONTRACT SUM..... \$ 54,269,686.00
2. Net Change by Change Orders..... \$ (36,994,559.16)
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 17,275,126.84
4. TOTAL COMPLETED & STORED TO DATE..... \$ 11,931,436.18
 (Column G on G703)
5. RETAINAGE:
 a. % of Completed Work..... \$ 547,611.33
 (Columns D + E on G703)
 b. % of Stored Material.....
 (Column F on G703)
10. Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 547,611.33
6. TOTAL EARNED LESS RETAINAGE..... \$ 11,383,824.85
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....
 (Line 6 from prior Certificate)..... \$ 11,324,811.62
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 24,877.90
9. CURRENT PAYMENT DUE..... \$ 34,135.33
10. BALANCE TO FINISH INCLUDING RETAINAGE..... \$ 5,891,301.99
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	6,865,072.28	(44,275,567.17)
Total approved this month	415,935.73	
TOTALS	7,281,008.01	(44,275,567.17)
NET CHANGES by Change Order		(36,994,559.16)

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: TURNBERRY WEST CONSTRUCTION, INC.

By: *Robert H. Clark*
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 27th day of July 2009.
 Notary Public: *Stephany J. J. J. J.*
 My Commission expires: 12/31/11



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..... 34,135.33
 (Attach explanation if amount certified differs from the amount applied. Initial all figure on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 Date: 7/6/09

RWD 12-30-08

G703 CONTINUATION SHEET

FONTAINEBLEAU LAS VEGAS
SITE/OFFSITE
JOB #10100

APPLICATION NUMBER
1/2008
APPLICATION DATE
1/2008

APPLICATION CERTIFICATE FOR PAYMENT, containing Contractor's
Signed Certification is attached.
Use Column I on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E)	G TOTAL COMPLETED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
DIVISION 2 - SITEWORK												
02-050	Site Demolition - So. Nevada Paving	551,504.00	(206,772.87)		324,731.13	324,731.13			324,731.13	100.0%	2,000.00	16,239.56
02-050	Site Demolition - Advanced Demolition Technologies		77,753.34		77,753.34	75,753.34			75,753.34	97.4%		
02-050	Site Demolition - Nevada Power		7,796.45		7,796.45	7,796.45			7,796.45	100.0%		
02-050	Waterline Demo - Desert Plumbing & Heating		3,647.64		3,647.64					0.0%	3,647.64	
02-050	Unassigned		47,641.57		47,641.57					0.0%	47,641.57	
02-110	Excavation, Removal & Handling - So. Nevada Paving	153,200.00	(153,200.00)				7,132.50		7,132.50	100.0%		
02-210	Fine Grading - Unassigned		7,132.50		7,132.50					0.0%		
02-401	De-Watering - Desert Plumbing & Heating	425,618.00	(180,379.46)		235,238.54					0.0%	235,238.54	
02-050/401	De-Watering - So. Nevada Paving		270,729.13		270,729.13		6,209.00		200,258.60	74.0%	70,471.13	15,991.00
02-401	De-Watering - Site/Baker Corp & Ahern Rentals	1,330,000.00	690,893.11		2,020,893.11	1,821,808.60			1,821,808.60	80.2%	199,024.51	91,092.17
02-401	De-Watering - White Cap		5,432.75		5,432.75	5,432.75			5,432.75	100.0%		
02-401	De-Watering Labor-TWC		358.94		358.94	358.94			358.94	100.0%		
02-401	De-Watering - Unassigned		475,024.07		525,024.07		3,200.00		3,136.16	0.0%	(3,136.16)	
02-402	De-Watering Filtration System(Temp) - Carbonair		96,825.58		96,825.58	27,745.00			30,949.00	32.0%	525,024.07	
02-402	De-Watering Filtration System(Temp) - Fisk Technologies					1,919.36			1,919.36	0.0%	85,876.56	
02-402	De-Watering Filtration System(Temp) - The Barrel Company		960.00		960.00				960.00	0.0%	(1,919.36)	
02-446	Site Traffic Control - Road Safe Traffic Las Vegas					160.00			160.00	16.7%	7,200.00	
02-452	Site Demolition - Advanced Demolition Technologies		945.00		945.00					0.0%	945.00	
02-499	Site Demolition & Improvements - Unassigned		(834,879.88)		237,639.02					0.0%	11,042.02	23,721.48
02-510	Flow Test Hydrants - Desert Fire Protection, Inc.	1,056,757.00	249,000.00		2,490,000.00	226,587.00			226,587.00	95.4%	249,000.00	11,700.00
02-510	Onsite Wet Utilities - Wells Cargo		604,617.98		604,617.98					0.0%	604,617.98	
02-510	Water Distribution - Unassigned									0.0%	604,617.98	
02-513	Asphaltic Concrete Paving - Unassigned	579,388.00			579,388.00					0.0%	579,388.00	
02-577	Power to De-Watering Wells - FISK Electric	24,797.00			24,797.00					0.0%	24,797.00	
02-581	Utility Services - Unassigned	625,000.00	(625,000.00)							0.0%	625,000.00	
02-620	Storm Drainage - Wells Cargo	195,000.00	320,419.75		320,419.75					0.0%	172,731.00	
02-630	Storm Drainage - Unassigned	1,642,190.00	(730,357.00)		911,833.00					0.0%	203,419.75	
02-710	Sanitary Sewer - Wells Cargo		63,355.94		63,355.94	63,355.94			63,355.94	69.7%		
02-710	Sanitary Sewer - Unassigned	603,290.00	(62,955.94)		550,244.06					0.0%	24,797.00	
02-770	Sidewalks - Unassigned	191,724.00			191,724.00					0.0%	191,724.00	
02-775	Underground Conduit - EMBARQ	400,090.00			400,000.00					0.0%	400,000.00	
02-780	Power & Communications - Unassigned	101,044.00	101,044.00		101,044.00	101,044.00			101,044.00	100.0%		
02-785-1	Off Site Electrical & Development - Stetson Electric	146,805.00			146,805.00					0.0%	146,805.00	
02-785	Off Site Electrical & Development - Nevada Power	263,027.10	2,464,260.63		2,663,027.10					0.0%	2,464,260.63	
02-785-2	Site Electrical from Substation - Stetson Electric	3,211,407.29	(2,552,634.00)		658,773.29					0.0%	77,487.73	
02-785-3	Site Utilities Relocation to Underground - Stetson Electric	1,830,040.98	1,830,040.98		1,830,040.98	3,209,535.29			3,209,535.29	100.4%	(12,480.07)	320,953.90
02-786	Onsite North Overhead Power Lines - Stetson Electric	427,092.99	427,092.99		427,092.99	427,092.99			427,092.99	100.0%		
02-786	Onsite North Overhead Power Lines - Unassigned	68,590.00			68,590.00					0.0%	68,590.00	
02-788	Overhead to Underground Utility Relocate - Nevada Power	231,607.00	231,607.00		231,607.00	231,607.00			231,607.00	100.0%		
02-815	Fountains - Unassigned	798,000.00			798,000.00					0.0%	798,000.00	
02-840	Walk, Road, Parking Appurten. - Unassigned	122,740.00			122,740.00					0.0%	122,740.00	
02-870	Site Furnishings - Unassigned	91,000.00	(91,000.00)							0.0%	91,000.00	
02-890	Traffic Signs & Signals - Stetson Electric, Inc.		140,506.00		140,506.00					0.0%	140,506.00	
02-890	Traffic Signs & Signals - Unassigned	1,087,500.00	(140,506.00)		946,994.00					0.0%	946,994.00	
02-900	Softscape, Hardscape Water Features	9,838,150.00	(9,838,150.00)							0.0%	9,838,150.00	
02-945	Plant Drainage - Unassigned	335,975.00	(335,975.00)							0.0%	335,975.00	
DIVISION 3 - CONCRETE												
03-220	Architectural Formwork - Unassigned	6,220,666.00	(6,220,666.00)							0.0%	6,220,666.00	
DIVISION 4 - MASONRY												
04-050	Masonry Units-Unassigned	461,570.00	(461,570.00)							0.0%	461,570.00	
04-400	Stone - Unassigned	852,700.00	(852,700.00)							0.0%	852,700.00	
DIVISION 5 - METALS												
05-520	Handrails & Railings - Unassigned	900,000.00	(900,000.00)							0.0%	900,000.00	
DIVISION 6 - WOODS & PLASTICS												
06-100	Rough Carpentry - TWC	500,000.00	(500,000.00)							0.0%	500,000.00	
06-100	Rough Carpentry - Unassigned									0.0%		
06-341	Small Tools/Hyve-Abatix									0.0%		
						129.05	319.00		319.00	0.0%	(319.00)	
									129.05	0.0%	(129.05)	

G703 CONTINUATION SHEET

FONTAINEBLEAU LAS VEGAS
SITE/OFFSITE
JOB #10100

APPLICATION CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NUMBER
APPLICATION DATE
PERIOD TO

75
1/2008
1/2008

A ITEM NO	B DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
06-360	Equipment Rental-Alarm Rentals					216.84			216.84	(216.84)	
06-932	Safety Carpenter Labor-TWC	915,000.00	(915,000.00)								
DIVISION 7 - THERMAL/MOISTURE											
07-100	Waterproofing - Unassigned										
DIVISION 10 - SPECIALTIES											
10-050	Specialties - Unassigned	1,350,000.00	(1,350,000.00)								
DIVISION 13 - SPECIAL CONSTRUCTION											
13-100	Lightning Protection - VFC		330,020.99		330,020.99		16,787.20		200,278.15	129,742.84	19,993.84
13-150	Pools - Unassigned	20,221,694.00	(20,221,694.00)								
DIVISION 15 - MECHANICAL											
15-400	Metal Framed Ctrwall - Desert Plumbing & Heating										
DIVISION 16 - ELECTRICAL											
16-211	Electrical Service Repair - Nevada Power		16,462.07		16,462.07						
16-211	Electrical Service Repair - Unassigned										
16-500	Lighting - Unassigned	300,000.00	(300,000.00)								
16-520	Exterior Luminaires - Unassigned	236,457.00			236,457.00						
16-600	Special Systems - Unassigned	950,000.00	(950,000.00)								
DIVISION 17 - MISC.											
17-010	Misc. Labor - TWC						97.24		44,373.44	(44,373.44)	
17-020	Fringe Cost - TWC						3,033.61		102,666.71	(102,666.71)	
17-030	Payroll Taxes - TWC						546.80		19,735.72	(19,735.72)	
17-050	Pedestrian Walkway Collapse-Thyssenkrupp Safway		46,815.84		46,815.84				46,815.84		
17-060	Pedestrian Walkway Collapse-Official Security		17,941.90		17,941.90				15,700.03		
17-060	Pedestrian Walkway Collapse-Desert Lumber								2,082.83		
17-060	Pedestrian Walkway Collapse-Ahern Rentals								398.45		
17-060	Pedestrian Walkway Collapse Labor-TWC								99,423.19	(99,423.19)	
17-100	Construction B/C Clean-Up Labor - TWC						704.99		39,725.71	(38,725.71)	
17-341	Small Tools/Labor Transfer-TWC								592.14	(592.14)	
17-366	Forklift Drivers/Operator-TWC						3,553.21		9,227.29	(9,227.29)	
17-932	Safety Carpenter Labor Transfer-TWC								42,633.57	(42,633.57)	
17-933	Safety Laborers-TWC						811.20		9,231.96	(9,231.96)	
Subtotal - Turnberry West Construction Div 1 - 16		55,449,666.00	(36,935,635.71)	180,381.41	18,694,431.70	11,895,044.13	36,392.05		11,931,436.18	6,762,995.92	547,611.33
Turnberry West Construction-LEED TAX CREDIT			(191,763.60)		(191,763.60)					(191,763.60)	
Turnberry West Construction-OCIP Estimated		(1,190,000.00)	964,463.94		(215,536.66)					(215,536.66)	
Turnberry West Construction-Commitment Against PCO			(1,248,798.41)	235,554.92	(1,013,204.09)					(1,013,204.09)	
TWC-Pending Backcharge to Subcontractor											
PROJECT TOTAL		54,259,666.00	(37,410,494.89)	415,935.73	17,275,126.84	11,895,044.13	36,392.05		11,931,436.18	5,343,690.66	547,611.33

(Instructions on reverse side) PAGE ONE OF PAGES

AIA DOCUMENT G702

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

PROJECT: FONTAINEBLEAU LAS VEGAS
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

JOB # 10200 Tower
 VIA ARCHITECT: Bergman, Wallis & Associates, Ltd.

APPLICATION NO.: 25
 PERIOD TO: 12/31/2008

CONTRACT DATE:

Distribution No.:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD /
 OTHER

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 \$ 653,718,930.00
2. Net Change by Change Orders \$ 50,480,041.41
3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 704,198,971.41
4. TOTAL COMPLETED & STORED TO DATE \$ 536,905,766.41
 (Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work \$ 39,177,626.85
 (Column D + E on G703)
 - b. % of Stored Material \$
 (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703)

6. TOTAL EARNED LESS RETAINAGE \$ 39,177,626.85
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 458,673,943.00
 (Line 6 from prior Certificate)
8. LESS PREVIOUS OWNER FUNDINGS \$ 6,154,135.00
9. CURRENT PAYMENT DUE \$ 32,900,061.56
10. BALANCE TO FINISH INCLUDING RETAINAGE \$ 206,470,831.85
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	72,373,302.39	\$ (23,434,938.98)
Total approved this month	1,541,678.00	\$
TOTALS	73,914,980.39	\$ (23,434,938.98)
NET CHANGES by Change Order	50,480,041.41	

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: TURNBERRY WEST CONSTRUCTION, INC.
 By: *[Signature]*
 State of Nevada
 County of Clark
 Subscribed and sworn to before me this 27th day of June 2009
 Notary Public: *[Signature]*
 My Commission expires: 1/26/11



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 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: 32,900,061.56
 (Attach explanation if amount certified differs from the amount applied. Initial all figure on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 Date: 1/6/09

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.

[Handwritten signature] 1/02/09

APPLICATION NUMBER 25
 APPLICATION DATE 12/31/2008
 PERIOD TO 12/31/2008

FONTAINEBLEAU LAS VEGAS
 TOWER
 JOB #10200

G703 CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED THIS PERIOD	E FROM PREVIOUS APPLICATION (D+E)	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
DIVISION 2 - SITEWORK								
02-315	Site Clearing & Earthwork - So. NV Paving	2,319,219.00						
02-341	Small Tools - TWC Labor		2,030,235.83			2,030,235.83	(1,386.17)	
02-341	Small Tools - TWC		245,924.27			245,924.27	(243,292.03)	
02-344	Consumables - TWC		20,270.76			20,270.76	(20,346.47)	
02-350	Drilled Shafts - Anderson Drilling	3,450,345.00		1,059.04		1,059.04	(2,628.78)	
02-366	Forklift Drivers/Operators - TWC		3,534,400.00			3,534,400.00		
02-516	Perr O Leds - TWC		48,786.36			48,786.36	(66,399.74)	
02-517	Signal Man - TWC							
02-599	Site Work - Unassigned							
DIVISION 3 - CONCRETE								
03-001	Floor Fitness Survey - TWC Labor		723.53			723.53	(4,341.18)	
03-050	Concrete Materials - Rinker Materials	22,774,473.00		23,563,062.49		23,563,062.49	1,217,246.32	
03-050	Concrete Materials - Unassigned		13,835.13			13,835.13	13,835.13	
03-101	Pouring Concrete Pads for MEP - TWC Labor		1,592.92			1,592.92	(1,592.92)	
03-102	Striping Slab Blockouts - TWC Labor		3,245.40			3,245.40	(4,327.20)	
03-105	In Fill Concrete Shaft Holes - TWC Labor			1,897.66		1,897.66	(1,897.66)	
03-106	Grouting Floor Sinks - TWC Labor		4,421.48			4,421.48	(4,421.48)	
03-210	Concrete Reinforcing PT - Pacific Coast Steel	40,770,307.00		41,047,029.98		41,047,029.98	781,464.27	
03-210	Steel Reinforcing Structural Steel - Pacific Coast Steel			5,706,176.82		5,856,262.92	952,742.51	
03-210	Misc. Steel - Unassigned						585,624.84	
03-300	Cast in Place Concrete - Colasanti Specialty Svcs.	79,491,191.00		78,303,643.00		78,303,643.00	(154,676.19)	
03-300	Cast in Place Concrete - Unassigned		301,833.00			301,833.00	301,833.00	
03-940	Concrete Cutting - A-J Concrete Cutting & Demolition		248,095.75			248,095.75		
03-940	Concrete Cutting - Grizzly Mat's Testing & Inspection		51,904.25			51,904.25	(133,731.48)	
03-940	Concrete Cutting - Unassigned		1,904.25			1,904.25	1,904.25	
03-941	Concrete Cutting - Grizzly Mat's Testing & Inspection		149,149.00			149,149.00	16,931.31	
DIVISION 6 - CARPENTRY								
06-100	Rough Carpentry - Unassigned	947,303.00						
06-100	Rough Carpentry - TWC Labor			1,900.58		1,900.58	(5,729.32)	
06-101	CDX Fire Retardant Plywood - Desert Lumber		9,821.37			9,821.37	6,968.69	
06-101	CDX Fire Retardant Plywood - TWC Labor		(6,459,100.00)			596.76	(596.76)	
06-200	Finish Carpentry - Gallagher-Kaiser Corp.	8,958,100.00					2,500,000.00	
06-300	Equipment Rental			2,806.95		2,806.95	(5,393.37)	
06-401	Architectural Woodwork & Specialties - Collings Interiors	5,225,330.00		4,019,745.90		4,019,745.90	(5,393.37)	
06-401	Architectural Woodwork - Unassigned		15,144.46			15,144.46	15,144.46	
06-402	Vanities Installation - Door-Ko		1,629,656.82			1,629,656.82	1,030,876.41	
06-402	Vanities/Laminates Install - Unassigned		2,895,000.00			2,895,000.00	151,007.46	
06-410	Cabinetwork - MG Procurement and Design		3,087,489.42			3,087,489.42	994,998.66	
06-410	Cabinetwork - Unassigned		2,490,675.00			2,490,675.00	5,000.00	
06-411	Kitchen Cabinet Installation - Paramount Mgmt Enterprises		949,658.78			949,658.78	714,207.78	
06-412	Kitchen Cabinet Installation - Quality Transportation		314,038.71			314,038.71	215,316.84	
06-470	Perimeter Protection - Desert Lumber			4,006.56		4,006.56	(6,806.47)	
06-542	Protection of New Work			17,031.77		17,031.77	(1,231.81)	
06-501	Saw Yard - TWC			482,391.53		482,391.53	(504,111.55)	
06-933	Safety Carpenter - TWC			4,054.25		4,054.25	(13,588.32)	
06-934	Safety Laborer - TWC			2,339.40		2,339.40	(2,339.40)	

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Use Column 1 on Contracts where variable retainage for the items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D.O.R.E.)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
DIVISION 7 - THERMAL											
07-100	Waterproofing - Eberhard SW Roofing		2,020,205.26		2,020,205.26	1,009,594.00	118,529.00		1,128,123.00	892,082.26	112,813.00
07-100	Waterproofing - Unassigned	2,300,000.00	(1,993,771.00)		306,229.00					306,229.00	
07-250	Fireproofing - Unassigned	318,753.00	(160,246.00)		158,507.00					158,507.00	
07-270	Plan Check Fees/Engineering Fees		6,763,425.35		6,763,425.35	4,678,910.75	574,285.61		5,253,196.35	1,510,228.99	525,318.37
07-270	Fire Stopping - Unassigned	6,820,000.00	(5,432.50)		5,432.50	7,912.50	6,375.00		14,287.50	(8,855.00)	
07-271	Building Insulation/Fireproofing - Insulpro Projects		(6,920,000.00)		50,000.00	14,151.18			14,151.18	35,848.82	1,415.12
07-500	Membrane Roofing - Unassigned	648,248.00	50,000.00		648,248.00					648,248.00	
DIVISION 8 - DOORS/WINDOWS											
08-100	Metals Doors & Frames - Gallagher-Kaiser	17,800,000.00	8,347,326.18	(188,878.45)	25,958,449.73	11,405,298.04	499,554.00		11,905,852.04	14,052,597.69	1,190,388.00
08-100	Doors & Frames - Architectural Materials, LLC		21,347,646.61		21,347,646.61	12,106,714.60	217,091.69	1,192,901.65	13,516,707.84	7,830,938.67	1,334,531.04
08-100	Doors & Frames - Forensic Engineering, Inc.		22,838.00		22,838.00				22,838.00	22,838.00	
08-300	Window Cleaning - Atlas Construction Clean-up		3,830,886.76		3,830,886.76	3,893,784.72	70.94		3,893,784.72	(63,097.96)	184,689.72
08-500	Glazing - Unassigned	4,271,950.00	(4,271,950.00)							78,975.75	
08-900	Curtain Wall - Install. Labor Only - Embassy Glass		44,009,292.71		44,009,292.71	37,052,679.12			37,052,679.12	7,556,613.59	3,144,181.18
08-900	Curtain Wall - Inspection		3,526,045.39		3,526,045.39	3,526,046.17			3,526,046.17	(0.78)	
08-900	Glazed Curtain Walls - Z Glass	57,468,431.00	(58,068,006.54)		1,400,427.46	3,457,626.74	1,548,301.02		5,006,927.76	4,673,558.24	500,682.76
08-901	Misc. Glass Install & Material		34,742.12		34,742.12	38,580.08	7,075.00		45,655.08	(10,912.96)	
08-902	Monorail Hoisting System for Glass Installation - Signal-Rite		182,019.69		182,019.69	169,031.75			169,031.75	12,988.14	
08-902	Monorail Hoisting System Misc Material - Fasteners		1,458.85		1,458.85	1,458.85			1,458.85		
08-902	Monorail Hoisting System Misc Material - White Cap		243.52		243.52	243.52			243.52		
08-902	Monorail Hoisting System Misc Material - Spider		6,000.00		6,000.00	6,000.00			6,000.00		
08-902	Monorail Hoisting System Misc. Material - Various vendors					1,774.55			1,774.55	(2,973.34)	
08-902	Monorail Hoisting System Labor - TWC					2,973.34			2,973.34	13,476.00	
08-902	Monorail Hoisting System Misc Material - Unassigned		13,476.00		13,476.00	30,583.78			30,583.78	(136.07)	
08-903	Monorail Bus Bar - Conductix-Wampfler		30,447.71		30,447.71	7,776.30			7,776.30	602.66	
08-904	Monorail Pole Shoes - Atlas Construction Supply		8,378.96		8,378.96	15,282.81			15,282.81	(8,568.91)	
08-905	Monorail Static Line Wire Rope - BC WireDiversified		6,713.90		6,713.90	(21,799.55)	4,449.82		(17,349.93)	17,349.89	
08-906	Recycling - Recycled glass crates		15,013.74		15,013.74	17,391.07			17,391.07	(2,377.33)	
08-907	Lift Switches Labor - TWC		10,579.73		10,579.73	1,069.64			1,069.64	5,503.66	
08-908	Gearbox for Monorail - Allied Power Products					9,134.05	1,166.88		10,300.93	(10,300.93)	
08-908	Misc. Monorail Labor - TWC										
DIVISION 9 - FINISHES-EXTERIOR											
09-001	Punchlist Labor - TWC					2,170.59	3,617.65		5,788.24		
09-230	Aggregate Coatings - Unassigned	200,000.00			200,000.00					200,000.00	
09-250	Gypsum Wallboard - Aderholt Specialty Co.	73,920,395.00	(100,202.32)		73,820,192.68	47,559,912.00	5,545,901.00		53,104,813.00	20,715,379.68	531,047.80
09-250	Building Insulation & Firestop - Unassigned		1,280,515.75		1,280,515.75					1,280,515.75	
09-261	Demo of Mock-up-Mendernhall Warehouse - Atlas Bldg. & Dvlp.		8,423.75		8,423.75	8,423.75			8,423.75		
09-300	Tile & Stone - Silver State Marble	24,565,719.00	2,155.00		2,155.00	7,493,351.00	1,260,338.00		8,753,689.00	2,155.00	875,389.46
09-300-1	Tile & Stone - ITAL		1,650,768.00		1,650,768.00	1,645,993.35	75.71		1,645,993.35	4,774.65	
09-300-2	Tile & Stone - ITAL		612,000.00	84,045.00	696,045.00	593,990.00	62,400.00		656,390.00	39,655.00	
09-300-3	Tile & Stone - ITAL		687,866.11		687,866.11	370,004.41	219,258.93		589,263.34	98,602.77	
09-300-4	Tile & Stone - ITAL		559,521.00		559,521.00	408,384.55	42,849.52		451,244.07	106,276.93	
09-300-5	Tile & Stone - ITAL		279,378.00		279,378.00	279,378.00			279,378.00		
09-300	Sales Tax										
09-310	Tile & Stone - Unassigned		1,068,904.88		1,068,904.88	3,237,946.91	41,441.96		3,279,388.89	(19,518.03)	
09-310	Porcelain & Ceramic Tile - Portobello America, Inc.		3,300,000.00		3,300,000.00	770,641.36	23,117.22		841,318.34	(17,939.74)	
09-530	Stone/Marble Material - SINES		768,507.33	54,669.27	823,376.60						

FONTAINEBLEAU LAS VEGAS
TOWER
JOB #10200

G703 CONTINUATION SHEET

APPLICATION NUMBER 25
APPLICATION DATE 12/31/2008
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Use Column I on Contracts where variable retainage for line items may apply

A	B	C	D	E	F	G	H	I				
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	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
DIVISION 16 - ELECTRICAL												
16-050	Temp Power - Cont'l Electric	400,000.00	(54,416.79)		345,583.21	345,583.21			345,583.21	100.0%	0.00	34,556.32
16-050	Electrical basic materials & methods - Unassigned		43,500.00		43,500.00					0.0%	43,500.00	
16-101	Telecom Backboards - TWC						1,453.14		1,453.14	0.0%	(1,453.14)	
16-200	Branch Lighting/Empty Conduit - Bombard Electric	111,500,000.00	14,055,339.63		125,555,339.63	62,229,599.20	8,600,059.00	1,179,127.00	72,022,785.20	57.3%	53,552,554.43	7,200,282.40
16-200	Power Generation - Unassigned		869,077.65		869,077.65					0.0%	869,077.65	
16-501	Light Fix - S. Fields and Crown @ Roof - Illuminating Concepts		8,500,000.00		8,500,000.00	7,088,415.00	11,768.30		7,100,183.30	83.5%	1,399,816.70	
16-502	Undercabinet Lighting - Rise & Shine Lighting		22,642.39		22,642.39	8,741.25	12,546.25		21,287.50	94.0%	1,354.89	
DIVISION 17 - MISCELLANEOUS												
17-010	Miscellaneous Labor - TWC					144,352.26			144,352.26		(144,352.26)	
17-020	Union Benefits - TWC		261,553.39		261,553.39	885,981.57	129,229.84		1,015,191.41		(753,638.02)	
17-030	Payroll Taxes - TWC		47,317.37		47,317.37	191,991.67	23,877.93		215,869.60		(166,552.23)	
17-100	Construction Clean-up Labor - TWC		475,551.62		475,551.62	866,267.44	92,594.75		920,862.19		(445,310.57)	
17-200	Water Leak Clean-up Labor (BICI) - TWC					948.10			948.10		(948.10)	
17-471	Grouping Penetrations Labor - TWC					20,024.46	8,049.89		28,874.35		(28,874.35)	
17-472	Composite Crew Clean-up Labor - TWC					27,057.04	12,767.05		39,844.10		(39,844.10)	
17-473	PT Cable Repair Labor - TWC						1,312.75		1,312.75		(1,312.75)	
17-512	Bushing Concrete for Tilt Labor - TWC					38,470.58	11,948.37		50,418.95		(50,418.95)	
17-513	Bushing Concrete for Carpet Labor/Materials					21,918.74	15,801.53		37,720.27		(37,720.27)	
17-514	Set up & Breakdown Catwalks Labor/Materials					9,001.38	2,662.87		11,664.25		(11,664.25)	
17-515	Set up & Breakdown Landings and Platforms - TWC					3,543.17	5,992.65		9,535.82		(9,535.82)	
17-516	Laying Floor Coverings for Protection - TWC					388.96	696.39		1,045.34		(1,045.34)	
17-517	Column repair (due to safety cable holes) - TWC					2,187.90	3,160.30		5,348.20		(5,348.20)	
17-520	Concrete Spoils Haul Off - Southern Nevada Paving		30,566.00		30,566.00		30,566.00		30,566.00	100.0%	0.00	3,056.60
17-535	Safety Tie-Off Embeds					171.33			171.33		(171.33)	
DIVISION 18 - CRANES												
18-400	Procedures/Maintenance - American Crane & Hoist		2,260,605.54	5,125.00	2,285,730.54	1,846,915.00	38,875.00		1,885,790.00	73.8%	599,940.54	
18-400	Operators - Republic Crane Service, LLC		10,760,062.40		10,760,062.40	8,227,028.00	482,489.00		8,709,517.00	80.8%	2,050,545.40	
18-400	Rental - Republic Towers & Hoist		9,293,600.00		9,293,600.00	7,784,158.00	5,701.00		7,789,859.00	83.8%	1,503,741.00	
18-400	Cranes & Hoisting Miscellaneous					2,921.76			2,921.76		(2,921.76)	
18-400	Cranes & Hoisting Unassigned					50,000.00			50,000.00	0.0%	50,000.00	
18-405	Elevator Operators - Republic Crane Service, LLC					1,172,251.00			1,172,251.00	0.0%	1,172,251.00	
18-405	Elevator Operators - unassigned					4,095.00			4,095.00	0.0%	4,095.00	
18-410	Mobile Cranes		49,300.00		49,300.00	24,650.00	267,955.09		292,505.09	101.1%	(3,024.09)	
18-410	Mini Crawler - Cherokee Erecting Company					566.68	52,260.54		53,827.22	50.0%	24,650.00	
18-415	Misc. Crane Maintenance & Welding									52.8%	47,172.60	
AREA 100												
	NORTH PODIUM					29,629.62	378,597.85		408,227.47	2.3%	17,064,456.53	16,558.20
	Crane/Mainfr. Operators projection		17,472,694.00		17,472,694.00	1,000,000.00			1,000,000.00		(1,000,000.00)	
	LEED tax projection					460,000.00			460,000.00		(460,000.00)	
	Rounding		(0.50)		(0.50)	0.10			0.10		(0.60)	
	Subtotal - Turnberry West Construction Div 1 - 16	670,886,430.00	78,961,876.68	4,061,679.03	753,909,985.61	501,115,752.77	30,132,398.23	5,657,615.41	536,905,766.41	71.2%	217,004,219.20	39,177,826.85
	Turnberry West Construction-LEED TAX CREDIT									0.0%	(12,361,493.52)	
	Turnberry West Construction-OCIP Estimated	(17,167,500.00)	10,595,497.92		(6,571,002.08)					0.0%	(6,571,002.08)	
	Turnberry West Construction-Commitment Against PCO		(28,259,517.57)	(2,920,001.03)	(30,778,518.60)					0.0%	(30,778,518.60)	
	Turnberry West Construction-Transfer to LEED											
	PROJECT TOTAL	653,718,930.00	48,938,363.41	1,541,878.00	704,199,971.41	501,115,752.77	30,132,398.23	5,657,615.41	536,905,766.41	76.2%	167,283,205.00	39,177,826.85

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NORTH PODIUM - DETAIL											
DIVISION 2 - SITE WORK											
02-250	Operating JLG - Laborer - TWC										
02-251	Operating JLG - Carpenter - TWC										
DIVISION 3 - CONCRETE											
03-103	Anchor Bolt D&E - TWC										
03-500	Cementitious Decks		23,184.00		23,184.00				0.0%	(6,138.61)	
03-940	Concrete Cutting - A-1 Concrete Cutting					1,394.43				(2,153.26)	
DIVISION 5 - METALS											
05-100	Structural Metal Framing										
05-101	D&E Embed DSGN - Laborer - TWC		200,717.00		200,717.00				0.0%	(3,099.51)	
05-102	D&E Embed DSGN - Carpenter - TWC									23,184.00	
05-103	D&E Embed STL.MT. - Laborer - TWC									(9,026.99)	
05-120	Structural Steel		2,960,872.00		2,960,872.00				0.0%	200,717.00	
05-120	Structural Steel - W & W Steel									(3,681.30)	
05-200	Ornamental Metal		220,730.00		220,730.00				0.0%	(3,334.08)	
DIVISION 6 - WOOD & PLASTICS											
06-100	Rough Carpentry		27,370.00		27,370.00				0.0%	388.96	
06-200	Finish Carpentry		158,448.00		158,448.00				0.0%	331,164.00	
06-220	Millwork		447,610.00		447,610.00				0.0%	27,370.00	
06-341	Small Tools/Hardware									158,448.00	
06-360	Equipment Rental									447,610.00	
06-460	Wood Door Frames		54,215.00		54,215.00				0.0%	(4,019.90)	
06-932	Safety Carpenter - TWC									9,158.75	
06-933	Safety Laborer - TWC									2,108.88	
06-934	Cleanup Laborer - TWC									1,011.26	
06-935	Boomlift Operator - TWC									1,466.60	
DIVISION 7 - THERMAL/MOISTURE											
07-100	Waterproofing		278,764.00		278,764.00				0.0%	1,166.88	
07-200	Insulation		7,503.00		7,503.00				0.0%	278,764.00	
07-250	Fireproofing		731,439.00		731,439.00				0.0%	7,503.00	
07-500	Membrane Roofing		769,389.00		769,389.00				0.0%	731,439.00	
07-600	Fishing & Sheet Metal		84,561.00		84,561.00				0.0%	769,389.00	
DIVISION 8 - DOORS AND WINDOWS											
08-100	Metal Doors & Frames		14,680.00		14,680.00				0.0%	84,561.00	
08-400	Entrances & Storefronts		2,253,355.00		2,253,355.00				0.0%	14,680.00	
08-600	Glazing		1,695,806.00		1,695,806.00				0.0%	2,253,355.00	
DIVISION 9 - FINISHES											
09-250	Gypsum Wallboard		1,488,807.00		1,488,807.00				0.0%	1,695,806.00	
09-300	Tile		717,538.00		717,538.00				0.0%	1,488,807.00	
09-510	Acoustical Ceilings		3,091,897.00		3,091,897.00				0.0%	717,538.00	
09-650	Resilient Flooring		628.00		628.00				0.0%	3,091,897.00	
09-680	Carpeting		60,445.00		60,445.00				0.0%	628.00	
09-500	Painting		1,084,726.00		1,084,726.00				0.0%	60,445.00	
DIVISION 13 - SPECIAL CONSTRUCTION											
13-150	Pool		1,040,000.00		1,040,000.00				0.0%	1,084,726.00	
DIVISION 17 - MISCELLANEOUS											
17-100	Construction Clean-up Labor - TWC								0.0%	1,040,000.00	
TOTAL NORTH PODIUM											
			17,442,684.00		17,442,684.00					17,442,684.00	
						29,629.62	378,597.85	389,935.60		17,042,748.40	16,559.20

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: FOUNTAINEBLEAU LAS VEGAS, LLC. PROJECT: FOUNTAINEBLEAU LAS VEGAS
 2755 Las Vegas Blvd. South JOB # 10300
 2755 Las Vegas Blvd. South Las Vegas, NV 89109
 FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC. CONTRACTOR: PARKING GARAGE, CONVENTION CENTER & CENTRAL PLANT
 2755 Las Vegas Blvd. South Las Vegas, NV 89109 Bergman, Walls & Associates, Ltd.
 Distribution No.: 25 12/31/2008
 OWNER ARCHITECT CONTRACTOR
 FIELD OTHER


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..... \$ 379,895,718.00
2. Net Change by Change Orders..... \$ 61,637,603.32
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 441,533,321.32
4. TOTAL COMPLETED & STORED TO DATE..... \$ 348,373,022.45
 (Column G on G703)
5. RETAINAGE:
 - a. % of Completed Work..... \$ 20,685,833.11 ✓
 (Column D + E on G703)
 - b. % of Stored Material..... \$
 (Column F on G703)
6. TOTAL EARNED LESS RETAINAGE..... \$ 20,685,833.11
 (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 307,293,126.96
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 5,189,900.31
9. CURRENT PAYMENT DUE..... \$ 15,204,162.07
10. BALANCE TO FINISH INCLUDING RETAINAGE..... \$ 113,846,131.98
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 74,792,149.53	\$ (14,207,935.21)
Total approved this month	\$ 1,093,389.00	\$
TOTALS	\$ 75,885,538.53	\$ (14,207,935.21)
NET CHANGES by Change Order	\$ 61,637,603.32	

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: TURNBERRY WEST CONSTRUCTION, INC.
 By: *Robert A. Bergman* Date: 1/6/09
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 5th day of January 2009
 Notary Public: *5th day of Jan 2009*
 My Commission expires: 1/1/11


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..... 15,204,162.07
 (Attach explanation if amount certified differs from the amount applied. Initial all figure on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 ARCHITECT: *[Signature]* Date: 1/6/09

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.

500 12-30-08

CONTINUATION SHEET
 FONTAINEBLEAU LAS VEGAS
 GARAGE, CONVENTION CENTER & CENTRAL PLANT
 JOB #10300

APPLICATION NUMBER: 25
 APPLICATION DATE: 12/31/2008
 PERIOD TO: 12/31/2008

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retsings for the items may apply

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULE OF VALUES	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED THIS PERIOD (D-E)	COMPLETED TO DATE (D-E+F)	RETAINAGE
DIVISION 1 - GENERAL CONDITIONS								
01-580	Hazardous Material Removal - H2O Environmental		2,088.13		2,088.13		2,088.13	
DIVISION 2 - SITEWORK								
02-110	Mesa Excavation - Sub. W/ Permit	4,790,082.00	3,067,761.35	17,303.71	5,842,539.64	190,179.00	5,504,561.00	275,230.00
02-110	Excav. Removal & Hauling - Altern Rentals					1,187.00	1,187.00	
02-110	Mesa Excavation - Unassigned							
02-340	Structural Engineering-John A. Harth & Assoc.		992.60		992.60		992.60	
02-350	Foundation - Morris Shea	9,095,850.00	788,070.33		9,883,920.33		9,883,920.33	
02-350	Elevation of Utilities - Sunrise Utilities		2,804.66		2,804.66		2,804.66	
02-350	Pile Caissons & Cofferdams - Unassigned							
02-351-142	Microbials - Morris Shea		323,970.19		323,970.19		323,970.19	
02-410	Storm Drainage-White Cap Construction		12,995.62		12,995.62		12,995.70	
02-420	Chain Link Fence & Gates - Clark County Fence Co.		63,417.78	(411.23)	62,730.53		23,841.78	(0.00)
02-460	Barbwire for TCO-White Cap		37,238.40		37,238.40		37,238.40	
02-900	Landscape - Valley Crest Landscaper		18,065.00		18,065.00		18,065.00	
DIVISION 3 - CONCRETE								
03-050	Concrete Materials - Rinker Materials	8,479,734.89	(432,624.02)		8,047,110.87	184,758.29	5,768,501.91	606,766.93
03-050	Concrete Materials - K&K Construction Supply					10.75	10.75	(10.75)
03-050	Concrete Materials - HNI		132,148.58		132,148.58		132,148.58	
03-200	Concrete Reinforcement - B. With Concrete Cutting		3,189.50		3,189.50		3,189.50	
03-200	Concrete Reinforcement - Unassigned		102,896.50		102,896.50		102,896.50	
03-281	Rebar Detectors-Arratech		800.00		800.00		800.00	
03-210	Concrete Reinforcing Steel - Century Steel/Pacific Coast Steel	5,022,075.00	1,704,497.37	32,092.42	6,758,664.79	36,424.97	6,592,239.81	202,673.78
03-210	Seaford Rental CSI - Paramount SeaRoofing		7,920.00		7,920.00	3,670.30	3,670.30	4,249.50
03-210/200	Concrete Reinforcing Steel - Unassigned		531,217.00		531,217.00		531,217.00	
03-300	Concrete Forming & Placement - Colasanti	13,930,000.00	5,884,851.10	(65,461.90)	18,029,387.20	470,844.00	18,003,576.00	954,743.86
03-300	Concrete Forming & Placement - Unassigned		57,603.71		57,603.71		57,603.71	
03-301	Concrete Curing - B. With Concrete Cutting		80,000.00		80,000.00		80,000.00	
DIVISION 4 - MASONRY								
04-050	Masonry - Marmel Masonry	489,800.00	1,376,801.86	(1,516.61)	1,375,085.27	877,425.05	877,425.05	497,695.32
04-050	Block Masonry Materials/Methods - Unassigned		14,289.87	10,143.00	523,942.87		523,942.87	
DIVISION 5 - METALS								
05-120	Structural Steel & Metal Deck - W&W Steel	118,769,775.00	25,875,100.80	(234,646.35)	142,359,229.25		142,594,872.20	5,295,048.00
05-121	Precast Panels/Double T - Fibrenap		43,488.65	(420.33)	43,068.32		43,068.32	
05-120/121	Steel - Unassigned		307,814.42	(696.33)	307,118.09		307,118.09	
05-500	Steel Fabricators - Unassigned		6,837,822.00		6,837,822.00		6,837,822.00	
05-510	Steel Shirts & Ladders - Unassigned	2,637,622.00	3,432,000.00		6,069,622.00		6,069,622.00	
05-600	Erosion Control - RAM Building Restoration	428,759.00	2,891,370.99	(2,874.71)	3,105,245.88	282,930.00	1,817,755.00	1,287,490.88
05-600	Expansion Control - Unassigned							
DIVISION 6 - CARPENTRY								
06-100	Rough Carpentry - Desert Lumber							
06-100	Rough Carpentry - Hill							
06-100	Rough Carpentry - Sandhill Lumber Company, Inc.							
06-100	Rough Carpentry - Unassigned	338,658.00			338,658.00		338,658.00	
06-200	Finish Carpentry - Unassigned	3,284,693.00	4,284,419.19		7,569,112.19	2,370.40	7,569,112.19	
06-220	Millwork - Unassigned	419,958.00	(229,350.00)		190,608.00		190,608.00	
06-311	Small Tool/Shop Transfer-TWC							
06-311	Small Tool/Shop Transfer-Abatek							
06-341	Small Tool/Shop Transfer-Hill							
06-341	Small Tool/Shop Transfer-K&K Construction Supply							
06-344	Consumables-Abatek							
06-344	Consumables-K&K Construction Supply							
06-360	Formal Rental-Altern Rentals							
06-360	Formal Operator Labor Transfer-TWC							
06-460	Wood Door Frames - Unassigned	367,706.00	(367,706.00)					
06-470	Primer/Protection-Abatek							

CONTINUATION SHEET
 FONTAINEBLEAU LAS VEGAS
 GARAGE, CONVENTION CENTER & CENTRAL PLANT
 JOB #1030

APPLICATION NUMBER 25
 12/31/2008
 APPLICATION DATE
 PERIOD TO 12/31/2008

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for fire items may apply

A	B	C	D	E	F	G	H	I			
ITEM NO	DESCRIPTION OF WORK	SCHEDULE OF VALUES	PRIOR REVISIONS	CURRENT REVISIONS	REMOVED SCHEDULE OF VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+B)	WORK COMPLETED THIS PERIOD (D+E)	MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED APPLICATION TO DATE (D+E+F)	BALANCE TO FINISH (C-G)	RETAINAGE
06-470	Perimeter Protection - Desert Lumber					4,095.68	3,048.29		7,143.97	(7,143.97)	
06-471	Perimeter Protection - K&K Construction Supply					591.65			591.65	(591.65)	
06-932	Safety Carcener Labor Transfer-TWC					357,699.87	61,460.65		419,160.52	(419,160.52)	
06-933	Safety Labor Transfer-TWC					80,328.71			80,328.71	(80,328.71)	
DIVISION 7 - THERMAL											
07-100	Weatherproofing - Technical Management, Inc.	199,163.00		(627.78)		149,205.58	138,402.34		287,607.92	(287,607.92)	
07-109	Weatherproofing - Unassigned		(49,571.69)			36,630.00			36,630.00		13,840.00
07-110	Thermal/Moisture - RAM Construction		854,051.87			931,021.50			931,021.50		93,361.65
07-210	Building Insulation - Unassigned	625,597.00	530,000.00			1,155,597.00			1,155,597.00		1,004,765.00
07-240	Frame, Sheathing and EIFS - George M. Raymond Co.	19,120,074.13	(29,899.01)			18,090,165.12	1,198,460.00		19,288,625.12		
07-240	EIFS Insulation & Finish Sys - Clark County Development		450.00			450.00			450.00		
07-240	EIFS Insulation & Finish Sys - Unassigned	17,472,538.00	(17,403,601.60)			68,937.00			68,937.00		
07-500	Membrane Roofing - Commercial Roofers, Inc.	1,329,300.00	1,167,330.97	(15,965.87)		1,151,365.10	39,459.64		1,190,824.74		150,755.45
07-500	Membrane Roofing - Unassigned		6,536.00			6,536.00			6,536.00		
07-600	Flooring - Unassigned	1,150,738.00	(890,391.00)			260,347.00			260,347.00		
07-600	Flooring - Unassigned	86,198.00	(66,188.00)								
07-810	Scanned Fire Proofing - Adherbolt Specialty Co.	6,099,589.00	(73,240.76)	(27,366.59)		5,999,981.65	168,441.00		6,168,422.65		594,680.00
07-810	Scanned Fire Proofing - Unassigned		289,163.13			289,163.13			289,163.13		
07-841	Fire Station Design/BA Consultant/Engineers	2,500.00	2,500.00			2,500.00			2,500.00		
07-890	Sealants - Unassigned	232,107.00	(0.13)			232,106.87			232,106.87		
07-910	G-Concrete Stair/Stair Engineerts, Inc.						8,215.97		8,215.97		
DIVISION 8 - DOORS/WINDOWS											
08-100	Metal Doors & Frames - Gallagher-Nalser	3,013,213.00	130,343.39			3,143,556.39	488,414.08		3,631,970.47		36,285.00
08-600	Glazing - Unassigned	728,842.00				728,842.00			728,842.00		
DIVISION 9 - FINISHES											
09-450	Eric-Chart County Building Dept.	19,739,656.00	(9,382,333.07)			10,357,322.93	7,099,855.00		17,457,177.93		762,856.53
09-110	Framing & Drywall - Dralesco Contracting		13,500.00			13,500.00			13,500.00		
09-110	Stand Teaming Floor/Walls - DOR, Inc.						600.00		600.00		
09-110	Framing & Drywall - Unassigned						616,708.53		616,708.53		
09-112	Demo Framing/Drywall/Environmental of Nevada		30,145.00			30,145.00			30,145.00		
09-113	G-Framing Seal/Block-Wall Seal/Holding & Equip.		100,093.00	(6,121.69)		93,971.31	11,228.68		105,199.99		8,714.81
09-115	Drywall & Metal Stud Framing - Midwest Drywall Co.	23,000,774.97	23,895,094.18			46,895,869.15	7,461,955.11		54,357,824.26		748,186.81
09-115	Drywall - Unassigned		(22,480.66)			112,343.66			112,343.66		
09-115	Drywall/Plaster Materials	2,153,630.00				2,153,630.00	354.50		2,153,984.50		
09-300	Acoustic Ceiling - 180	1,075,950.00				1,075,950.00			1,075,950.00		
09-350	Resilient Flooring - Unassigned	791,461.00				791,461.00			791,461.00		
09-650	Carpeting - Unassigned	509,629.00				509,629.00			509,629.00		
09-800	Painting - Unassigned	12,887,000.00				12,887,000.00			12,887,000.00		
09-800	Painting - Unassigned	4,802,810.72	(12,061.71)			4,790,749.01	210,850.82		4,999,599.83		91,760.22
09-811	Shipping - Unassigned	618,399.00	(534,811.75)			84,087.25			84,087.25		
09-911	Shipping - Shipping Solutions	134,911.75	134,911.75	5,909.69		140,821.44	7,221.75		148,043.19		722.17
DIVISION 10 - SPECIALTIES											
10-160	Toilet Partition & Accessories - L & P Interiors, LLC	931,217.84				931,217.84	83,608.70		1,014,826.54		9,560.87
10-160	Metal Toilet Compartments - Unassigned	245,066.00	(245,026.00)								
10-650	Overalls Partitions - Modernbild of Nevada	4,515,571.00	47,809.92	(1,848.42)		4,561,532.50	2,608,897.00		7,170,429.50		298,606.00
10-650	Partitions - Unassigned										
10-800	Toilet, Bath & Laundry Accessories - Unassigned	130,785.00	(130,785.00)								
DIVISION 11 - EQUIPMENT											
	Operable Partitions - Unassigned										
DIVISION 12 - FURNISHINGS											
DIVISION 13 - SPECIAL CONSTRUCTION											
DIVISION 14 - CONVEYING											
14-200	Elevators - ThyssenKrupp	10,092,210.00	(959,981.86)			9,132,228.14	5,894,378.82		15,026,606.96		652,882.79
14-200	Elevators - Unassigned	780,000.00				780,000.00			780,000.00		
14-300	Excavators & Moving Walks - Unassigned	304,512.00	(290,542.00)			14,000.00			14,000.00		

FONTAINEBLEAU LAS VEGAS
GARAGE, CONVENTION CENTER & CENTRAL PLANT
JOB #10300

APPLICATION NUMBER 25
APPLICATION DATE 12/31/2008
PERIOD TO 12/31/2008

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column 1 on Contracts where variable retainage for line items may apply

A	B	C	D	E	F	G	H	I		
ITEM NO	DESCRIPTION OF WORK	SCHEDULE OF VALUES	REVISOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED THIS PERIOD	WORK COMPLETED AND STORED TO DATE	MATERIALS PRESENTLY STORED (NOT IN STORE)	BALANCE TO FINISH (C-G)	RETAINAGE
02-500	CONCRETE									
02-500	Topping Slabs	5,760.00			5,760.00				5,760.00	
05-100	METALS									
05-100	Structural Metal Framing	1,778.00			1,778.00				1,778.00	
05-120	Structural Steel	42,972.00			42,972.00				42,972.00	
06-100	WOOD & PLASTICS									
06-100	Rough Carpentry	70,788.00			70,788.00				70,788.00	
06-400	Architectural Woodwork	740,848.00			740,848.00				740,848.00	
06-542	Protection of New Work	4,444.00			4,444.00				4,444.00	
07-100	THERMAL/INSULATION									
07-100	Waterproofing	28,663.00			28,663.00				28,663.00	
07-200	Insulation	1,855.00			1,855.00				1,855.00	
07-900	Sealants	12,318.00			12,318.00				12,318.00	
08-100	DOORS AND WINDOWS									
08-100	Metal Doors & Frames	19,638.00			19,638.00				19,638.00	
08-300	Special Doors	333,516.00			333,516.00				333,516.00	
08-323	Overhead & Ceiling Doors	70,875.00			70,875.00				70,875.00	
09-100	FINISHES									
09-200	Gypsum Wallboard	522,775.00			522,775.00				522,775.00	
09-300	Tile	501,142.00			501,142.00				501,142.00	
09-350	Tile & Stone Installation	210,674.00			210,674.00				210,674.00	
09-510	Acoustical Flooding	230,000.00			230,000.00				230,000.00	
09-533	Final Cleaning	10,665.00			10,665.00				10,665.00	
09-970	Fluid Applied Flooding	2,560.00			2,560.00				2,560.00	
09-980	Carpeting	127,446.00			127,446.00				127,446.00	
09-900	Painting	1,778.00			1,778.00				1,778.00	
09-950	Wall Covering	96,004.00			96,004.00				96,004.00	
09-990	Finish Allowance	54,878.00			54,878.00				54,878.00	
10-100	SPECIALTIES									
10-100	Metal Toilet Compartments	50,738.00			50,738.00				50,738.00	
10-250	Service Walls	106,435.00			106,435.00				106,435.00	
10-320	Fire Protection Specialties	16,900.00			16,900.00				16,900.00	
17-940	MISC. LABOR									
17-940	P-Venue Management	44,780.00			44,780.00				44,780.00	
	TOTAL MEETING ROOMS	3,311,128.00			3,311,128.00				3,311,128.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

AVIA DOCUMENT G703

(Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

PROJECT: FONTAINEBLEAU LAS VEGAS
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

JOB # 10400

VIA ARCHITECT: Bergman, Walls & Associates, Ltd.

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

CONTRACT DATE: _____

CONTRACTOR: OWNER
 ARCHITECT
 FIELD
 OTHER

APPLICATION NO.: 25
 PERIOD TO: 12/31/2008

Distribution No.: _____

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: TURNBERRY WEST CONSTRUCTION, INC.
 By: Robert M. Chalk
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 27 day of July, 2009
 Notary Public: Stacey M. Poff
 My Commission expires: 1/30/11

Date: 7/27/09
 NC 7897 PUBLIC
 STATE OF NEVADA
 Date Appointment Exp: 01-28-11
 Certificate No: 03-80707-1

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: 2,503,096.19
 (Attach explanation if amount certified differs from the amount applied. Initial all figure on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: _____
 By: [Signature]
 Date: 7/27/09

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.

700 12-30-08

1. ORIGINAL CONTRACT SUM.....	\$	93,834,074.00	
2. Net Change by Change Orders.....	\$	(15,053,019.23)	
3. CONTRACT SUM TO DATE (Line 1 + 2).....	\$	78,781,054.77	
4. TOTAL COMPLETED & STORED TO DATE..... (Column G on G703)	\$	76,726,663.55	
5. RETAINAGE:			
a. % of Completed Work	\$	292,566.06	
b. % of Stored Material	\$	-	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	292,566.06	
6. TOTAL EARNED LESS RETAINAGE..... (Line 4 less Line 5 Total)	\$	76,434,097.49	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate).....	\$	71,406,148.18	
8. LESS PREVIOUS OWNER FUNDINGS	\$	2,524,853.12	
9. CURRENT PAYMENT DUE.....	\$	2,503,096.19	
10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 9).....	\$	2,146,957.28	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 11,055,062.77	\$ (25,613,882.00)
Total approved this month	\$ 4,018,400.00	\$ (4,510,600.00)
TOTALS	\$ 15,073,462.77	\$ (30,124,482.00)
NET CHANGES by Change Order	\$ (15,053,019.23)	

G703 CONTRACT SHEET

FONTAINEBLEAU LAS VEGAS
General Conditions
JOB #10400

APPLICATION NUMBER 12/31/08
APPLICATION DATE 11/30/08
PERIOD TO

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column 1 on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STOPPED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	Division 1 - BONDING	6,000,000.00	-2,948,830.00		3,051,170.00	2,388,640.00			2,388,640.00	0.78	662,530.00	
	Division 1 - GENERAL CONDITIONS											
	Total Division 1 - CMS/Staffing	24,282,242.00	3,182,525.00	1,845,400.00	29,390,167.00	27,444,059.81	1,680,727.21	0.00	28,124,787.12	0.89	265,369.88	
	Total Division 1 - Field Engineering (Outside Services)	3,262,200.00	2,910,596.16	236,000.00	6,408,796.16	6,172,796.16	34,136.35	0.00	6,206,932.51	0.97	201,863.65	
	Total Division 1 - Hazmat Consulting	0.00	15,691.18	0.00	15,691.18	15,691.18			15,691.18	1.00	0.00	
	Total Division 1 - OT for Inspector	200,000.00	-178,969.62	12,000.00	33,030.38	21,030.38	225.00		21,255.38	0.64	11,775.00	
	Total Division 1 - Safety	4,036,707.00	1,587,485.59	262,000.00	5,886,202.59	5,624,202.59	234,435.86	0.00	5,858,638.45	1.00	27,564.14	
	Total Division 1 Field Office Expense	2,787,880.00	916,588.41	93,000.00	3,797,578.41	3,704,578.41	41,235.81		3,745,814.22	0.99	51,764.19	39.83
	Total Division 1 Temporary Utilities	4,030,200.00	-875,390.66	254,000.00	3,408,809.34	3,154,809.34	212,603.78		3,367,413.12	0.99	41,396.22	200,817.23
	Total Division 1 Temporary Protection	5,497,450.00	1,507,068.46	245,000.00	7,249,218.46	7,004,218.46	210,109.51	0.00	7,214,328.97	1.00	34,891.49	13,000.00
	Total Division 1 Material & Labor Staging	8,834,850.00	3,182,174.47	518,000.00	12,515,024.47	11,987,024.38	467,202.00	0.00	12,464,226.38	1.00	50,798.09	79,909.00
	Total Division 1 Clean-Up	3,282,825.00	-1,783,447.96	186,000.00	1,695,377.04	1,493,127.83	146,140.62		1,639,268.45	0.97	56,108.59	
	Total Division 1 General Equipment & Tools	1,031,000.00	201,172.66	36,000.00	1,268,172.66	1,232,172.66	20,883.64		1,253,056.30	0.99	15,116.36	
	Total Division 1 Project Documentation	364,000.00	-342,287.48	1,000.00	27,702.52	18,510.15	835.98		19,346.13	0.85	3,356.39	
	Total Division 1 Misc Project Expenses	1,112,500.00	616,682.07	134,000.00	1,863,182.07	1,729,182.07	116,474.32	0.00	1,845,656.39	0.99	17,525.68	
	Total Division 1 Reimbursable Blueprinting	2,679,000.00	-1,206,025.28	94,000.00	1,557,974.72	1,463,874.72	80,022.23	0.00	1,543,896.95	0.99	13,877.77	
	Total Division 1 - Hoisting	26,232,410.00	-21,303,852.00	-4,510,600.00	417,958.00	757,924.29	-740,320.20	0.00	17,604.00	0.04	400,354.00	0.00
	Rounding		0.00		-0.23						-0.23	
	PROJECT TOTAL	93,634,074.00	-14,556,819.00	-484,200.00	78,581,054.77	74,221,952.53	2,504,711.02	0.00	76,726,663.55	0.98	1,854,391.22	282,566.06

(Instructions on reverse side) PAGE ONE OF PAGES

AIA DOCUMENT G702

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC. PROJECT: FONTAINEBLEAU LAS VEGAS 2755 Las Vegas Blvd. South Las Vegas, NV 89109 JOB # 10500

APPLICATION NO.: 25 DISTRIBUTION NO.: OWNER ARCHITECT CONTRACTOR FIELD OTHER
 PERIOD TO: 12/31/2008
 CONTRACT DATE:

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC. 2755 Las Vegas Blvd. South Las Vegas, NV 89109
 VIA ARCHITECT: Bergman, Walls & Associates, Ltd.

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..... \$ 609,415,666.00
2. Net Change by Change Orders..... \$ 106,335,337.37
3. CONTRACT SUM TO DATE (Line 1 + 2)..... \$ 715,451,003.37
4. TOTAL COMPLETED & STORED TO DATE..... \$ 388,407,290.64

5. RETAINAGE:
 - a. % of Completed Work (Columns D + E on G703) \$ 22,098,384.27
 - b. % of Stored Material (Column F on G703)

6. TOTAL EARNED LESS RETAINAGE..... \$ 22,098,384.27
- (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 366,308,906.37
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 343,816,108.74

9. CURRENT PAYMENT DUE..... \$ 22,392,797.63
10. BALANCE TO FINISH INCLUDING RETAINAGE..... \$ 349,142,097.00
- (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 149,080,063.80	\$ (51,422,701.93)
Total approved this month	\$ 8,677,875.50	
TOTALS	\$ 157,757,939.30	\$ (51,422,701.93)
NET CHANGES by Change Order	\$ 106,335,337.37	\$ -

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: TURNBERRY WEST CONSTRUCTION, INC.

By: *[Signature]*
 State of Nevada
 County of Clark
 Subscribed and sworn to before me this 27th day of July 2009
 Notary Public: *[Signature]*
 My Commission expires: 1/31/11



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..... \$ 22,392,797.63
 (Attach explanation if amount certified differs from the amount applied. Indicate all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]* Date: 7/6/09

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 the Contract.

[Signature] 12-30-08

Page 1 of 5
 FONTAINEBLEAU LAS VEGAS
 PODIUM
 JOB # 10500
 APPLICATION NUMBER
 1231108
 APPLICATION DATE
 12/31/08
 PERIOD TO

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	H WORK COMPLETED THIS PERIOD (THIS PERIOD)	I MATERIALS PRESENTLY STORED (NOT IN D OR E)	J TOTAL COMPLETED AND STORED TO DATE (D+H+I)	K % (G/C)	L BALANCE TO FINISH (C-G)	M RETAINAGE
DIVISION 2 - SITE WORK												
02-200	Mass Excavation - So. Nevada Paving	6,614,800.00										
02-200	Mass Excavation - Unassigned		731,245.17		7,546,245.17	7,546,244.50			7,546,244.50	100.00%	0.67	377,311.75
02-220	Excavation & Backfill - So. Nevada Paving	1,683,878.00	2,094.00		3,984,400.20	2,846,615.00			2,846,615.00	0.00%	2,094.00	0.00
02-220	Excavation & Backfill - Trucking/Various		222,000.00		222,000.00	207,125.22	135,271.00		213,097.22	85.20%	389,514.20	288,490.00
02-250	Shoring - Allied Trench Shoring		36,224.46		27,952.30	13,526.23	5,972.00		13,526.23	0.00%	8,092.78	0.00
02-915	Backfill/Ramps-Crane & Hold Pads - Raymond Khoury		14,026.00		14,026.00	13,526.23			13,526.23	96.44%	499.77	0.00
02-935	Backfill/Ramps-Crane & Hold Pads - Unassigned		5,739.50		5,739.50	5,600.00			5,600.00	97.57%	139.50	0.00
02-935	Subgrade Preparation & Dewatering - Unassigned		-150,000.00		0.00	0.00			0.00	0.00%	0.00	0.00
02-401	Backfill/BackCam		-2,100,000.00		0.00	0.00			0.00	0.00%	0.00	0.00
02-465	Drilled Piers/Caissons - Ahern		12,837.04		12,837.04	12,837.04			12,837.04	100.00%	0.00	0.00
02-465	Drilled Piers/Caissons - Bricho		8,668.98		1,995,463.99	1,995,463.99			1,995,463.99	100.00%	0.00	0.00
02-465	Drilled Piers/Caissons - B. Witt Concrete Cutting		4,331.00		4,331.00	4,331.00			4,331.00	100.00%	0.00	0.00
02-465	Drilled Piers/Caissons - Labor		73,634.37		73,634.37	73,634.37			73,634.37	100.00%	0.00	0.00
02-465	Drilled Piers/Caissons - Unassigned		8,634.37		19,287.00	0.00	18,282.00		18,282.00	0.00%	0.00	0.00
02-900	Landscaping - Anderson Drilling		279,650.00		279,650.00	283,921.00	-6,271.00		279,650.00	100.00%	0.00	0.00
02-900	Landscaping - Tracy & Ryder		4,158,975.00		4,158,975.00	843,904.00	127,354.00		971,258.00	23.35%	3,187,717.00	97,125.10
02-900	Landscaping - Unassigned		125,000.00		125,000.00	0.00			0.00	0.00%	125,000.00	0.00
DIVISION 3 - CONCRETE												
03-050	Adhesive Anchors - HILLI Inc.		21,740.59		21,740.59	17,988.09			17,988.09	78.65%	4,642.50	0.00
03-050	Concrete Material - Pinker Materials		9,452,980.11		9,452,980.11	9,090,697.83	843,059.04		9,933,756.87	105.09%	-480,776.76	0.00
03-050	Concrete Material - Unassigned		920,658.64		920,658.64	0.00			920,658.64	0.00%	0.00	0.00
03-100	Concrete Formwork-Placement Finish - Colasanti		35,602,328.90		35,601,470.90	26,946,747.00	2,227,444.00		29,174,191.00	81.95%	6,427,279.90	1,775,024.55
03-100	Concrete Formwork-Placement Finish - Labor		6,878.10		6,878.10	0.00			6,878.10	0.00%	0.00	0.00
03-110	Concrete Formwork - Unassigned		3,037,788.90		3,785,182.90	0.00			3,785,182.90	0.00%	0.00	0.00
03-120	Structural Cast-in-Place - Unassigned		-44,540,386.00		0.00	0.00			0.00	0.00%	0.00	0.00
03-120	Architectural Formwork - Tracy & Ryder		32,801.00		2,228,367.00	526,468.00	729,450.00		605,918.00	26.02%	1,722,949.00	60,592.11
03-120	Architectural Formwork - Unassigned		0.00		32,801.00	0.00			32,801.00	0.00%	0.00	0.00
03-200	Concrete Reinforcing Steel - Century Steel/Pacific Coast, Inc.		8,107,392.00		12,986,937.23	11,689,042.94	107,801.56		11,796,844.10	97.58%	282,063.13	0.00
03-200	Concrete Reinforcing Steel - Unassigned		1,969,282.30		727,827.01	0.00			727,827.01	0.00%	0.00	0.00
03-350	Foam Slabs - Reman Industries		7,956.60		7,956.60	7,757.10			7,757.10	97.13%	229.50	0.00
03-350-1	Specialty Placed Concrete - K&K Construction Supply(06-100)		0.00		0.00	0.00			0.00	0.00%	0.00	0.00
03-500	Foam Slabs - DECO Foam		0.00		0.00	0.00			0.00	0.00%	0.00	0.00
03-500	Topping Slabs - Initor - Unassigned		0.00		0.00	0.00			0.00	0.00%	0.00	0.00
03-940	Concrete Cutting - B Witt Concrete Cutting		-1,312,740.00		134,857.42	127,705.47			127,705.47	94.70%	7,151.95	0.00
03-940	Concrete Cutting - Concrete Slab Investigation		5,000.00		5,000.00	0.00			0.00	0.00%	0.00	0.00
03-940	Concrete Cutting - Concrete Coring of Nevada, Inc.		180,000.00		180,000.00	83,745.00	33,220.00		116,965.00	64.95%	63,035.00	0.00
03-940	Concrete Cutting - Unassigned		100,525.00		525.00	0.00			525.00	100.00%	0.00	0.00
DIVISION 4 - MASONRY												
04-200	Masonry - Marnell Masonry		900,240.30		2,181,447.61	1,026,656.35	228,449.00		1,255,105.35	57.54%	926,342.26	125,510.00
04-200	Masonry - Unassigned		1,162,519.00		741,269.77	0.00			741,269.77	0.00%	0.00	0.00
DIVISION 5 - METALS												
05-100	Structural Metal Framing-Unassigned		119,044,257.00		0.00	0.00			0.00	0.00%	0.00	0.00
05-100	Structural Steel - Unassigned		5,708,695.00		179,402,969.50	179,402,969.50	2,341,898.00		180,912,952.50	97.44%	4,743,953.49	6,811,450.00
05-120	Misc. Steel - Core & Shell - W&W Steel		12,040,396.00		185,656,905.89	957,117.00	-957,117.00	168,015.00	180,912,952.50	97.44%	0.00	0.00
05-120	Misc. Steel - Core & Shell - Reliable Steel		957,117.00		0.00	0.00			0.00	0.00%	0.00	0.00
05-120	Misc. Steel - Unassigned		0.00		0.00	0.00			0.00	0.00%	0.00	0.00
05-500	Miscellaneous Steel - Steel Engineers, Inc.		1,604,635.39		1,604,635.39	1,079,194.39	232,422.00		1,311,616.39	81.74%	6,694.44	131,161.65
05-500	Miscellaneous Steel - Union Erectors, LLC		6,864.16		6,862.73	6,862.73			6,862.73	99.40%	111.43	0.00
05-500	Misc. Steel - Dielco Crane		37,124.45		145,250.76	7,609.80			7,609.80	5.24%	137,640.98	0.00
05-510	Miscellaneous Steel - Unassigned		4,946,744.23		10,857,891.23	8,063,120.39	1,283,965.22		9,347,085.61	86.09%	1,510,715.62	934,706.11
05-510	Miscellaneous Steel - Reliable Steel		0.00		300,552.23	0.00			300,552.23	0.00%	0.00	0.00
05-700	Ornamental Metals - George M. Raymond Co.		5,731,383.00		0.00	0.00			0.00	0.00%	0.00	0.00
05-700	Ornamental Metals - Inverios - Unassigned		1,166.88		0.00	0.00			0.00	0.00%	0.00	0.00
05-800	Expansion Joints - Performance Contracting, Inc.		690,850.00		89,669.12	1,166.88			1,166.88	100.00%	89,669.12	0.00
05-800	Expansion Control - Unassigned		0.00		0.00	0.00			0.00	0.00%	0.00	0.00
05-908	Misc. Metals - Unassigned		0.00		0.00	0.00			0.00	0.00%	0.00	0.00

FONTAINEBLEAU LAS VEGAS
PODIUM
JOB # 10550

APPLICATION AND CERTIFICATE FOR PAYMENT, certifying Contractor's
agreed Certification is attached.
Use Column 1 on Contracts where variable retainage for line items may apply

3703 CONTINUUM SHEET

APPLICATION NUMBER
1231/08
APPLICATION DATE
1231/08

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE VALUES	G FROM PREVIOUS APPLICATION (D+E)	H WORK COMPLETED THIS PERIOD (D+E)	I MATERIALS PRESENTLY STORED (NOT IN D.C.R.E)	J TOTAL COMPLETED AND STORED TO DATE (C+E+I)	K % (G/J)	L BALANCE TO FINISH (C-G)	M RETAINAGE
DIVISION 9 - FINISHES												
09-250	Framing & Drywall (Interior) - George M. Raymond Co.	41,904,559.00	0.00		0.00					0.00%	0.00	0.00
09-250	Framing & Drywall (Interior) Unassigned	8,881,098.00	-41,904,559.00		0.00					0.00%	0.00	0.00
09-251	Framing & Drywall (Core & Shell) - Unassigned	15,483,287.64	-8,881,098.00		15,483,287.64	7,811,315.00			8,654,748.00	55.90%	6,828,539.64	885,478.00
09-251	Framing/Sheathing/Joist/Beam - K H S & S	274,643.00	274,643.00		274,643.00		843,433.00		274,643.00	0.00%	0.00	0.00
09-340	Ceramic & Quarry Tile (Interior) - Unassigned	11,729,233.00	-11,729,233.00		0.00					0.00%	0.00	0.00
09-510	Acoustical Ceiling Tile - Unassigned	2,119,632.00	-2,119,632.00		0.00					0.00%	0.00	0.00
09-510	Specialty Ceilings (Core & Shell) - Unassigned	5,391,705.00	-5,391,705.00		0.00					0.00%	0.00	0.00
09-540	POP Walls - Unassigned	315,635.00	-315,635.00		0.00					0.00%	0.00	0.00
09-560	Carpeting (Instal Only) - Unassigned	1,365,560.00	-1,365,560.00		0.00					0.00%	0.00	0.00
09-550	Resilient Flooring - Unassigned	1,942,766.00	-1,942,766.00		0.00					0.00%	0.00	0.00
09-700	Paint & Wall Covering (Interiors) - George M. Raymond Co.	12,914,402.00	12,914,402.00		0.00					0.00%	0.00	0.00
09-700	Paint & Wall Covering (Interiors) - Unassigned	61,917.00	-61,917.00		0.00					0.00%	0.00	0.00
09-750	Special Flooring - Unassigned	2,278,187.00	-2,278,187.00		0.00					0.00%	0.00	0.00
09-800	Paint & Wall Covering - George M. Raymond Co.	135,648.00	135,648.00		0.00					0.00%	0.00	0.00
09-811	Shipping Lower Level Ventr - Unassigned	1,882,700.00	-1,882,700.00		0.00					0.00%	0.00	0.00
09-860	Unassigned Finishes for Pool Deck	17,778,020.00	-17,778,020.00		0.00					0.00%	0.00	0.00
09-950	Unassigned Finishes for Interiors									0.00%		
DIVISION 10 - SPECIALTIES												
10-160	Toilet Partitions - Unassigned	598,995.00	-598,995.00		0.00					0.00%	0.00	0.00
10-250	Leather Panels - Unassigned	6,313,844.00	-6,313,844.00		0.00					0.00%	0.00	0.00
10-520	Fire Exh. - Unassigned	12,537.00	-12,537.00		0.00					0.00%	0.00	0.00
10-530-1	Ejector Pit Lids - Syracuse Castings West	106,944.96	106,944.96		106,944.96	105,452.00			105,452.00	98.60%	1,492.96	0.00
10-530-2	Ejector Pit Lids - Syracuse	6,405.60	6,405.60		6,405.60	6,280.00			6,280.00	98.04%	125.60	0.00
10-530	Ejector Pit Lids - Unassigned	6,743.45	-6,743.45		0.00					0.00%	0.00	0.00
10-650	Operable Partitions - Mohrfield of NY	117,067.00	-117,067.00		0.00					0.00%	0.00	0.00
10-800	Toilet Accessories - Unassigned	331,695.00	-331,695.00		0.00					0.00%	0.00	0.00
DIVISION 11 - EQUIPMENT												
11-024	Window Washing System - Unassigned	600,000.00	-600,000.00		0.00					0.00%	0.00	0.00
11-400	Food & Beverage - Duray/J.P. Dunstan	90,846.00	90,846.00		0.00					0.00%	0.00	0.00
11-400	Food & Beverage									0.00%		
11-450	Recreational Equipment - Unassigned		-90,846.00		0.00					0.00%	0.00	0.00
DIVISION 13 - SPECIAL CONSTRUCTION												
13-100	Lighting Protection - VCF Lighting Protection	14,981,359.00	0.00		0.00					0.00%	0.00	0.00
13-150	Pools - Tracy & Tyler		34,093,244.95		34,093,244.95	6,247,983.99			6,247,983.99	20.62%	27,776,414.96	721,692.90
13-150	Pools/Spas/WF - Unassigned		-11,096,098.00		3,795,251.00					0.00%	3,795,251.00	
DIVISION 14 - CONVERTING												
14-200	Elevators/Escalators - ThyssenKrupp	9,134,136.00	3,842,194.76		12,976,330.76	7,484,250.69			8,376,798.69	64.52%	4,599,532.06	837,679.65
14-200	Elevators (Interiors) - Unassigned	440,000.00	983,324.00		1,405,324.00					0.00%	1,405,324.00	
14-300	Elevators & Escalators - Unassigned	5,821,612.00	-5,821,612.00		0.00					0.00%	0.00	0.00
14-400	Special Lifts - Unassigned	1,341,537.00	-1,341,537.00		0.00					0.00%	0.00	0.00
14-560	Pool Deck Lion Chute - Henri Sprichlet		0.00		0.00				900,788.00	0.00%	900,788.00	
DIVISION 15 - MECHANICAL												
15-180	Hydratics - Desert Plumbing & Heating	0.00	22,507,995.00	674,337.00	23,181,435.00	5,951,470.00			6,258,467.00	27.04%	16,912,968.00	415,784.00
15-300	Fire Suppression - Desert Fire Protection	17,358,025.00	791,936.88		18,149,292.88	5,932,925.00			6,515,897.00	35.90%	11,633,405.88	651,589.00
15-300	Fire Suppression - Unassigned		92,925.00	67,892.50	23,959,797.00	11,438,738.44			12,705,915.44	54.30%	10,653,811.56	694,043.97
15-400	Plumbing - Desert Plumbing	23,448,434.00	17,616.71		23,959,797.00	11,438,738.44			12,705,915.44	54.30%	11,936,983.23	
15-400	Plumbing - Unassigned		743,835.45	982,168.46	1,336,983.23					0.00%	844,836.41	
15-672	Air Handling Units - Unassigned	0.00	6,940,189.86	474,355.59	7,414,545.45	3,057,527.00			4,965,705.00	66.85%	2,450,840.45	188,280.00
15-700	HVAC-Dry - Callaghan/Kaiser	48,855,350.00	-29,335,659.00	3,516,316.02	19,519,696.31	12,047,709.06			14,518,384.66	74.38%	5,001,311.65	1,451,840.00
15-700	HVAC - Unassigned		221,940.00		3,738,156.02					0.00%	3,738,156.02	

FONTAINEBLEAU LAS VEGAS
PODIUM
JOB # 10500

7/03 CONTINU SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column 1 on Contracts where variable retainage for line items may apply

APPLICATION NUMBER
1231/08
APPLICATION DATE
12/31/08

A	B	C	D	E	F	G	H	I				
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD	MATERIALS STORED (NOT IN STORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
DIVISION 16 - ELECTRICAL												
16-300	Elec. Power Transmission - Cashman Equipment											
16-300	Electrical - Contd Electric	74,145,527.00	272,482.32		69,510,976.22	21,893,538.38	1,395.76		71,999.36	26.42%	200,482.96	
16-300	Cutter Hammer Power Package - Sun Valley Electric Supply		-13,634,550.79		2,646,891.84	2,450,349.56	1,246,064.58		23,139,692.54	39.24%	37,371,373.28	2,313,860.59
16-300	Electrical - Graybar Electric		355,628.10		2,663,602.00	842,233.00	0.00		2,450,349.56	92.57%	196,541.88	
16-300	Electrical - Bombar		842,233.00		106,119.00	0.00	1,821,359.00		2,663,602.00	100.00%	355,628.10	66,590.00
16-300	Electrical - Unassigned		0.00		6,854,825.49	0.00	0.00		6,113.75	0.00%	100,005.25	
16-721	Electrical Lighting & Equipment - Turnberry West Constr.	0.00	9,060,384.80		2,382,729.29	190,442.22	45,006.68		235,448.90	9.88%	6,854,825.49	
16-740	Fire Alarm - SAFE Electronics, Inc.	2,050,000.00	332,729.29		13,439,810.73	657,223.00	44,223.00		701,454.00	5.22%	2,147,280.39	23,544.80
16-740	Fire Alarm - Unassigned		0.00		1,160,158.13	0.00			0.00	0.00%	12,738,356.73	70,145.00
16-740	Electrical Low Voltage - FISK Technologies	14,755,241.00	-1,315,430.27		1,543,395.88	0.00			0.00	0.00%	1,543,395.88	
16-740	Electrical Low Voltage - Unassigned		1,160,158.13									
DIVISION 17 - Misc												
17-010	Miscellaneous Labor											
17-020	Union Benefits											
17-030	Payroll Taxes											
17-100	Construction BC Clean Up Labor											
17-139	TWC Swing Shift Costs											
17-285	Concrete Curbs @ Kitchen & T1 Rms											
17-285	K & K Construction Supply											
17-336	S-9 Revisions											
17-336	Praxair											
17-336	K & K Construction Supply											
17-336	Altern Rentals											
17-356	Construction BC Clean Up Labor											
17-431	Pool Deck Layout											
DIVISION 18 - Cranes & Hoisting												
18-400	Procedures/Maintenance - American Crane & Hoist											
18-400	Operators - Republic Crane Service, LLC											
18-400	Rental - Republic Towers & Hoist											
18-405	Crane/Marill Operator Projection											
18-410	Elevator Operators											
18-410	Mobile Cranes											
Subtotal - Turnberry West Construction Div 1 - 18		625,101,080.00	-46,809,188.79	10,503,217.46	588,795,098.67	353,523,270.90	20,082,250.82	1,068,803.00	374,671,324.72	63.63%	214,120,773.95	21,055,048.99
Transfer to Areas		-167,331,248.00	867,331,248.00									

FOUNTAINBLEAU LAS VEGAS
PODIUM
JOB # 10500

APPLICANT AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column 1 on Contracts where variable retainage for line items may apply

6700 CONTINUING SHEET

A	B	C	D	E	F	G	H	I				
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRICE REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (D+E)	MATERIALS STORED PRESENTLY (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
Area 600	Public Restrooms	6,363,261.00	-754,315.00	0.00	5,608,946.00	166,152.00	0.00	0.00	166,152.00	2.96%	5,442,794.00	0.00
Area 605	Main Lobby	7,272,595.00	-7,218,532.98	7,465.26	61,511.28	53,744.28	7,465.26	0.00	61,209.55	99.51%	301.73	0.00
Area 610	Condo Sales Lounge	1,840,773.00	0.00	0.00	1,840,773.00	0.00	0.00	0.00	1,840,773.00	0.00%	1,840,773.00	0.00
Area 611	Hotel Lobby Lounge	1,358,143.00	2,537.50	0.00	1,360,680.50	2,534.30	0.00	0.00	2,514.30	0.18%	1,358,168.20	0.00
Area 613	News/Concierge	1,949,237.00	0.00	0.00	1,949,237.00	0.00	0.00	0.00	1,949,237.00	0.00%	1,949,237.00	0.00
Area 614	Coffee Shop	6,372,303.00	-3,043,933.00	0.00	3,328,370.00	110,181.00	231,614.00	0.00	341,795.00	31.02%	2,987,555.00	41,485.40
Area 615	Ballot - Staircase	6,375,394.00	-3,595,359.00	0.00	2,780,035.00	363,242.00	317,810.00	0.00	681,052.00	11.35%	5,318,844.00	31,791.60
Area 616	Ballot - Staircase	1,175,354.00	0.00	0.00	1,175,354.00	0.00	0.00	0.00	1,175,354.00	0.00%	1,175,354.00	0.00
Area 618	Hi Limit Piano Bar	79,804.00	0.00	0.00	1,448,417.00	78,865.05	0.00	0.00	78,865.05	2.39%	2,600,534.26	0.00
Area 619	Zen Garden	2,609,405.00	0.00	0.00	2,678,489.31	0.00	0.00	0.00	2,678,489.31	0.00%	2,678,489.31	0.00
Area 620	Nicobias Restaurants	2,669,382.00	0.00	0.00	2,695,382.00	0.00	0.00	0.00	2,695,382.00	0.00%	2,695,382.00	0.00
Area 621	Concession Lobby	5,877,127.00	0.00	0.00	5,877,127.00	0.00	0.00	0.00	5,877,127.00	0.00%	5,877,127.00	0.00
Area 625	Poker	884,551.00	-884,551.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	884,551.00	0.00
Area 637	Sports Book	2,218,957.00	0.00	0.00	18,568,507.00	31,781.00	285,243.00	0.00	317,024.00	0.14%	18,536,971.00	0.00
Area 643	Public Circulation	812,474.00	-2,285,883.00	0.00	812,474.00	0.00	0.00	0.00	812,474.00	0.00%	812,474.00	0.00
Area 659	Cafe	20,852,000.00	0.00	0.00	1,169,348.00	0.00	0.00	0.00	1,169,348.00	0.00%	1,169,348.00	0.00
Area 659	Cashier	1,169,348.00	0.00	0.00	6,424,598.90	530,012.00	110,445.00	0.00	640,457.00	9.07%	5,784,071.90	0.00
Area 660	Cashier	4,139,036.00	2,265,492.99	0.00	4,430,732.60	1,315,820.33	347,853.96	0.00	1,663,684.29	0.00%	2,767,048.31	165,491.63
Area 667	Meeting Rooms	6,987,439.00	-2,536,706.40	0.00	13,591,199.00	8,017,707.21	0.00	0.00	8,017,707.21	0.00%	13,591,199.00	0.00
Area 671	Theater	13,591,199.00	0.00	0.00	1,066,946.21	371,856.90	303,204.27	0.00	674,861.17	8.42%	12,916,337.83	2,452.50
Area 682	Retail Corridor	6,785,244.00	166,117.00	0.00	248,880.00	0.00	0.00	0.00	248,880.00	0.00%	248,880.00	0.00
Area 683	Pool Deck Restaurant Lounge	218,890.00	0.00	0.00	708,000.00	0.00	0.00	0.00	708,000.00	0.00%	708,000.00	0.00
Area 685	Pool Deck Restaurant Lounge	384,250.00	0.00	0.00	384,250.00	0.00	0.00	0.00	384,250.00	0.00%	384,250.00	0.00
Area 688	Pool Deck Restaurant Lounge	384,250.00	0.00	0.00	384,250.00	0.00	0.00	0.00	384,250.00	0.00%	384,250.00	0.00
Area 901	Health Club/Spa/Salon	16,333,610.00	35,720.76	-35,720.76	16,333,610.00	2,030,126.24	233,335.71	0.00	2,263,461.95	13.86%	14,070,148.05	207,310.78
Area 912	Leased Spaces	858,000.00	0.00	0.00	858,000.00	0.00	0.00	0.00	858,000.00	0.00%	858,000.00	0.00
Area 913	Pool Café	50,000.00	0.00	0.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00%	50,000.00	0.00
Area 920	Pool Deck Center Bar	350,000.00	0.00	0.00	350,000.00	0.00	0.00	0.00	350,000.00	0.00%	350,000.00	0.00
Area 921	Pool Deck 2-story Cabanas	150,000.00	0.00	0.00	150,000.00	0.00	0.00	0.00	150,000.00	0.00%	150,000.00	0.00
Area 922	Pool Deck Towel Station	41,570.00	0.00	0.00	41,570.00	0.00	0.00	0.00	41,570.00	0.00%	41,570.00	0.00
Area 821A	High Limit Lounges	1,180,133.00	0.00	0.00	1,180,133.00	0.00	0.00	0.00	1,180,133.00	0.00%	1,180,133.00	0.00
Area 821B	High Limit	5,270,773.00	0.00	0.00	5,270,773.00	0.00	0.00	0.00	5,270,773.00	0.00%	5,270,773.00	0.00
Area 821C	Slot Parlor	895,840.00	0.00	0.00	895,840.00	0.00	0.00	0.00	895,840.00	0.00%	895,840.00	0.00
Area 821D	Players Club	350,000.00	0.00	0.00	1,044,809.00	0.00	0.00	0.00	1,044,809.00	0.00%	1,044,809.00	0.00
Area 838A	Shack Bar	4,084,200.00	775,683.00	0.00	4,859,883.00	38,167.00	0.00	0.00	38,167.00	1.00%	4,821,716.00	0.00
Area 838B	Game on Lounge	280,150.00	-4,084,200.00	0.00	280,150.00	0.00	0.00	0.00	280,150.00	0.00%	280,150.00	0.00
Area 838C	R&S Retail	28,553,662.00	-280,150.00	108,672.30	28,273,512.00	5,090,263.38	499,896.93	0.00	5,590,263.32	17.21%	26,891,269.08	450,601.06
Area 910A	General Back of House	3,434,912.00	2,819,895.10	0.00	3,434,912.00	878,885.00	82,382.00	0.00	970,747.00	28.26%	2,464,165.00	87,074.00
Area 910B	Valet	167,331,248.00	-11,812,657.72	1,146,763.01	155,665,353.29	11,370,650.50	2,431,871.13	0.00	13,802,721.63	0.00%	142,862,631.66	1,048,221.50
Sub-Total Areas												
21-200	Tumbury West Construction-LEED TAX CREDIT	0.00	-13,974,150.00	126,395.97	-13,847,754.03	-35,280.00	133,167.00	0.00	-35,280.00	0.00%	-13,912,464.03	0.00
	Lead - Raymond		-320,828.00		-320,828.00							
	Lead - Modernfold		-10,614.39		-10,614.39							
	Lead - Deco Foam		-2,194.00		-2,194.00							
	Lead - F.Rodgers 078401		-25,895.05		-25,895.05							
	Lead - F.Rodgers 092501		-67,151.26		-67,151.26							
	Lead - Roman Industries		-1,906.21		-1,906.21							
	Lead - Door & Hardware		-61,037.20		-61,037.20							
20-500	Tumbury West Construction-OCIP Estimated	-15,985,414.00	7,482,704.09	-23,813.63	-8,468,851.09	-81,380.00	44,198.00	0.00	-81,380.00	0.00%	-8,387,471.08	-8,977.00
	OCIP - Raymond		-750,208.30		-750,208.30							
	OCIP - Door & Hardware		-28,916.84	-9,053.89	-37,999.67	-35,559.00	0.00	0.00	-35,559.00	0.00%	-35,559.00	-308.40
	OCIP - Modernfold		-4,022.83		-4,022.83							
	OCIP - F.Rodgers 500FRO078401		-21,656.31		-21,656.31							
	OCIP - F.Rodgers 500FRO092501		-81,050.36		-81,050.36							
	Tumbury West Construction- Commitment Against PCO		-3,182,774.55	-3,099,392.31	-6,282,166.86	0.00	0.00	0.00	-6,282,166.86	0.00%	-6,282,166.86	-1,540.03
	Rounding		0.71		0.71	0.00	0.00	0.00	0.00	0.00%	0.14	0.00
	PROJECT TOTAL	609,115,666.00	97,657,367.87	8,677,975.50	715,451,003.37	384,658,106.64	22,680,301.22	1,068,603.00	388,407,230.06	54.29%	327,043,712.73	22,089,984.27

Exhibit 1 Part 2

FONTAINEBLEAU LAS VEGAS POOLUM JOB # 10500											
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. Use Column I on Contracts where variable retainage for line items may apply											
A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED THIS PERIOD (D-E)	MATERIALS PRESENTLY STORED (NOT IN D OR B)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
400.00	AREA DETAIL										
03-500	Public Restrooms	7,567.00	28,528.00		30,075.00	0.00		0.00	0.00%	38,075.00	
04-100	Cementitious Decks	12,890.00	-1,596.00		8,398.00	0.00		0.00	0.00%	8,398.00	
05-100	Structural Framing	778,035.00	-778,035.00		0.00	0.00		0.00	0.00%	0.00	
05-100	Rough Carpentry	20,516.00			20,516.00	0.00		0.00	0.00%	20,516.00	
06-400	Architectural Woodwork	0.00	518,887.00		518,887.00	0.00		0.00	0.00%	518,887.00	
06-460	Wood Door Frames	160,898.00	-180,898.00		0.00	0.00		0.00	0.00%	0.00	
06-542	Protection of new work	0.00	397.00		397.00	0.00		0.00	0.00%	397.00	
07-100	Waterproofing	68,388.00	57,088.00		125,476.00	0.00		0.00	0.00%	125,476.00	
07-200	Insulation - F. Rodgers	78,138.00	-68,938.00		17,484.14	0.00		0.00	0.00%	17,484.14	
07-200	Insulation fr 07-210	0.00	4,183.00		4,183.00	0.00		0.00	0.00%	4,183.00	
07-400	Sisalata	0.00	18,000.00		18,000.00	0.00		0.00	0.00%	18,000.00	
08-100	Metal Doors&Frames	51,939.00	82,075.00		134,014.00	0.00		0.00	0.00%	134,014.00	
08-300	Special Doors	0.00	18,000.00		18,000.00	0.00		0.00	0.00%	18,000.00	
09-800	Gleazing	90,045.00	-78,242.00		11,803.00	0.00		0.00	0.00%	11,803.00	
09-250	Gypsum Wallboard	1,974,078.00	-1,195,900.00		779,178.00	0.00		0.00	0.00%	779,178.00	
09-300	Tile	2,164,782.00	107,700.00		2,272,482.00	0.00		0.00	0.00%	2,272,482.00	
09-355	Final Cleaning	0.00	50,190.00		50,190.00	0.00		0.00	0.00%	50,190.00	
09-870	Fluid Applied Flooring	49,192.00	117,877.00		167,069.00	0.00		0.00	0.00%	167,069.00	
09-900	Painting	489,985.00	147,389.00		637,374.00	0.00		0.00	0.00%	637,374.00	
10-460	Final Touches	0.00	256,452.00		256,452.00	0.00		0.00	0.00%	256,452.00	
10-460	Metal Tub Components	489,985.00	525,330.00		1,015,315.00	0.00		0.00	0.00%	1,015,315.00	
10-800	Toilet, Bath & Linenetry Accey	302,827.00	-302,827.00		0.00	0.00		0.00	0.00%	0.00	
17-040	Value Management	0.00	168,152.00		168,152.00	0.00		0.00	0.00%	168,152.00	
Area 400 Total		6,363,261.00	-754,315.00	0.00	5,608,946.00	168,152.00		168,152.00	2.96%	5,442,794.00	0.00
806.00	Main Lobby										
01-070	Preconstruction Services - Asante Builders	0.00	54,046.02		61,511.28	53,744.29		53,744.29	96.51%	301.73	
03-500	Cementitious Decks	23,184.00	-23,184.00		0.00	0.00		0.00	0.00%	0.00	
05-100	Structural Metal Framing	200,717.00	-200,717.00		0.00	0.00		0.00	0.00%	0.00	
05-700	Ornamental Metal	220,730.00	-220,730.00		0.00	0.00		0.00	0.00%	0.00	
06-100	Rough Carpentry	27,370.00	-27,370.00		0.00	0.00		0.00	0.00%	0.00	
06-200	Finish Carpentry	156,448.00	-156,448.00		0.00	0.00		0.00	0.00%	0.00	
06-220	Millwork	477,810.00	-477,810.00		0.00	0.00		0.00	0.00%	0.00	
06-460	Wood Door Frames	54,215.00	-54,215.00		0.00	0.00		0.00	0.00%	0.00	
07-200	Insulation	7,503.00	-7,503.00		0.00	0.00		0.00	0.00%	0.00	
08-100	Metal Doors & Frames	14,690.00	-14,690.00		0.00	0.00		0.00	0.00%	0.00	
08-200	Gleazing	1,493,807.00	-1,493,807.00		0.00	0.00		0.00	0.00%	0.00	
09-250	Gypsum Wallboard	717,538.00	-717,538.00		0.00	0.00		0.00	0.00%	0.00	
09-510	Acoustical Ceilings	182.00	-182.00		0.00	0.00		0.00	0.00%	0.00	
09-850	Resilient Flooring	628.00	-628.00		0.00	0.00		0.00	0.00%	0.00	
09-850	Carpentry	80,445.00	-80,445.00		0.00	0.00		0.00	0.00%	0.00	
09-800	Painting	1,084,728.00	-1,084,728.00		0.00	0.00		0.00	0.00%	0.00	
13-150	Fuels	1,040,000.00	-1,040,000.00		0.00	0.00		0.00	0.00%	0.00	
Area 800 Total		7,272,990.00	-7,218,552.98	7,485.26	61,511.28	53,744.29		61,209.55	98.51%	301.73	0.00

FONTAINEBLEAU LAS VEGAS FOXTUM JOB # 10500										APPLICATION NUMBER 15.00 12/31/08 12/31/08		
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached. Use Column 1 on Contracts where variable retainage for the items may apply												
A	B	C	D	E	F	G	H	I	J	K	L	
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	BASED SCHEDULE VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D/E)	WORK COMPLETED THIS PERIOD (D OR E)	MATERIALS PRESENTLY STORED ON SITE (D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E/F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
814.00	Coffee Shop											
03-500	Commercial Decks	35,128.00	70,122.00		105,250.00	0.00	0.00	0.00	0.00	0.00%	105,250.00	
05-100	Structural Metal Framing	119,452.00	-119,452.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
05-700	Ornamental Metal	288,775.00	-288,775.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
05-100	Rough Carpentry	58,413.00	-58,413.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
06-200	Finish Carpentry	820,572.00	-820,572.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
06-400	Architectural Woodwork - Powell Cabinet		863,600.00	25,743.84	709,352.84	0.00	0.00	0.00	0.00	0.00%	709,352.84	
06-400	Architectural Woodwork - KHS&S		197,976.00	180,321.78	180,321.78	0.00	0.00	0.00	0.00	0.00%	180,321.78	
06-400	Architectural Woodwork	1,162,982.00	-1,162,982.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
06-400	Wood Door Frames	12,573.00	34,850.00		1,122.00	0.00	0.00	0.00	0.00	0.00%	34,850.00	
06-542	Temporary Protection	0.00	-11,451.00		10,985.00	0.00	0.00	0.00	0.00	0.00%	10,985.00	
07-200	Insulation	3,578.00	4,952.00		7,930.00	0.00	0.00	0.00	0.00	0.00%	7,930.00	
05-100	Metal Doors & Frames	78,691.00	2,500.00		2,500.00	0.00	0.00	0.00	0.00	0.00%	2,500.00	
05-300	Special Doors		-49,538.00		12,369.78	0.00	0.00	0.00	0.00	0.00%	12,369.78	
05-300	Glazing	800,653.00	-49,731.00	-10,783.21	746,595.74	0.00	0.00	0.00	0.00	0.00%	746,595.74	
05-250	Gypsum Wallboard - KHS&S		838,741.20	-729,208.00	8,694.00	0.00	0.00	0.00	0.00	31.02%	514,981.74	23,161.40
05-300	Tile - Silver State Marble	330,992.00	838,741.20	-1,247.86	838,741.20	0.00	0.00	0.00	0.00	0.00%	838,741.20	16,324.00
05-300	Tile Cleaning	9,573.00	20,910.00		20,910.00	0.00	0.00	0.00	0.00	0.00%	20,910.00	
05-325	FRP Walls	21,978.00	-9,372.00		489.00	0.00	0.00	0.00	0.00	0.00%	489.00	
05-400	Special Finishing		-21,486.00		2,584.00	0.00	0.00	0.00	0.00	0.00%	2,584.00	
05-700	Painting - KHS&S		2,584.00	68,982.67	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
05-900	Paneling	1,841,140.00	-1,769,733.00	-71,407.00	156,444.00	0.00	0.00	0.00	0.00	0.00%	156,444.00	
05-900	Finish Allowance	8,482.00	171,758.00	-15,112.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
10-250	Service Walls		-8,482.00		1,050.00	0.00	0.00	0.00	0.00	0.00%	1,050.00	
13-150	Fire Protection Specialties	776,440.00	-476,440.00		300,000.00	0.00	0.00	0.00	0.00	0.00%	300,000.00	
17-040	Pools				110,181.00	110,181.00	0.00	0.00	110,181.00	100.00%	0.00	
	Total 814 Coffee Shop	8,373,303.00	-3,043,953.00	0.00	3,329,350.00	110,181.00	231,914.00	0.00	341,765.00	31.02%	2,987,585.00	41,485.40
815.00	Buffet											
03-500	Commercial Decks	343,477.00	-320,358.00		23,121.00	0.00	0.00	0.00	0.00	0.00%	23,121.00	
05-100	Structural Metal Framing	135,034.00	-135,034.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
05-700	Ornamental Metal	11,799.00	110,070.00		122,469.00	0.00	0.00	0.00	0.00	0.00%	122,469.00	
06-100	Rough Carpentry	12,660.00	-12,660.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
06-200	Finish Carpentry	658,052.00	-658,052.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
06-400	Architectural Woodwork		215,237.00	-173,897.00	41,340.00	0.00	0.00	0.00	0.00	0.00%	41,340.00	
06-400	Architectural Woodwork - Powell Cabinets		1,873,404.00	256,577.18	1,873,404.00	0.00	0.00	0.00	0.00	0.00%	1,873,404.00	
06-400	Architectural Woodwork - KHS&S				256,577.18	0.00	0.00	0.00	0.00	0.00%	256,577.18	
06-460	Wood Door Frames	117,818.00	-117,818.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
06-542	Temporary Protection	20,932.00	24,165.00		24,165.00	0.00	0.00	0.00	0.00	0.00%	24,165.00	
07-100	Waterproofing	14,285.00	10,723.00		31,685.00	0.00	0.00	0.00	0.00	0.00%	31,685.00	
07-200	Insulation		-13,995.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
08-100	Seamless	3,510.00	15,150.00		15,150.00	0.00	0.00	0.00	0.00	0.00%	15,150.00	
08-300	Special Doors & Frames		26,500.00		26,500.00	0.00	0.00	0.00	0.00	0.00%	26,500.00	
08-300	Special Doors		26,500.00		26,500.00	0.00	0.00	0.00	0.00	0.00%	26,500.00	
08-800	Glazing - Powell Cabinets		266,708.00		266,708.00	0.00	0.00	0.00	0.00	0.00%	266,708.00	
08-800	Glazing	2,733,683.00	-2,653,788.00	-79,895.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
08-250	Gypsum Wallboard	1,084,387.00	-58,754.00	-1,039,635.08	1,084,387.00	0.00	0.00	0.00	0.00	20.73%	14,787.94	31,791.80
05-300	Tile - Silver State Marble		1,597,512.52	1,069,420.37	1,597,512.52	189,242.00	317,914.00	0.00	183,242.00	11.54%	1,404,270.52	
05-300	Tile	724,454.00	-718,935.52	-5,518.48	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
05-510	Acoustical Ceilings	1,965.00	-1,965.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
05-535	Final Cleaning	12,999.00	31,500.00		31,500.00	0.00	0.00	0.00	0.00	0.00%	31,500.00	
05-540	FRP Walls	6,889.00	19,988.00		19,988.00	0.00	0.00	0.00	0.00	0.00%	19,988.00	
05-650	Carpeting	20,370.00	-19,657.00		10,713.00	0.00	0.00	0.00	0.00	0.00%	10,713.00	
05-700	Special Flooring	68,543.00	40,282.00		40,282.00	0.00	0.00	0.00	0.00	0.00%	40,282.00	
05-900	Painting		-7,354.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
05-900	Painting - KHS&S		58,326.54	-41,186.00	58,326.54	0.00	0.00	0.00	0.00	0.00%	58,326.54	
05-900	Finish Allowance	72,538.00	291,051.00		291,051.00	0.00	0.00	0.00	0.00	0.00%	291,051.00	
13-150	Fire Protection Specialties		2,460.00		2,460.00	0.00	0.00	0.00	0.00	0.00%	2,460.00	
17-040	Pools		-72,538.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
	Total 815 Buffet	8,355,394.00	-355,394.00	0.00	6,000,000.00	189,242.00	317,914.00	0.00	681,156.00	11.35%	5,318,844.00	31,791.80

FONTAINEBLEAU LAS VEGAS

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column 1 on Contracts where variable retainage for the items may apply

APPLICATION NUMBER
12/31/08

PERIOD TO
12/31/08

25.00

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE VALUES	G WORK COMPLETED THIS PERIOD FROM PREVIOUS APPLICATION (D+E)	H MATERIALS REMOVED THIS PERIOD (NOT D O R E)	I TOTAL COMPLETED TO DATE (D+E+H)	J % (SIC)	K BALANCE TO FINISH (C-G)	L RETAINAGE
03-500	Camellibus Decks	114,950.00	-107,255.00		7,695.00	0.00	0.00	0.00	0.00%	7,695.00	
05-100	Structural Metal Framing	117,747.00	-117,747.00		0.00	0.00	0.00	0.00	0.00%	0.00	
05-500	Metal Fabrications		132,019.00		132,019.00	0.00	0.00	132,019.00	0.00%	132,019.00	
05-700	Ornamental Metal - George Raymond	79,714.00	-31,718.08		31,718.08	0.00	0.00	31,718.08	0.00%	31,718.08	
06-100	Ornamental Metal	11,039.00	-49,220.08		30,493.92	0.00	0.00	30,493.92	0.00%	30,493.92	
06-200	Rough Carpentry	1,322,257.00	23,211.00		34,250.00	0.00	0.00	34,250.00	0.00%	34,250.00	
08-200	Finish Carpentry - George Raymond		659,466.00		659,466.00	0.00	0.00	659,466.00	0.00%	659,466.00	
08-400	Architectural Woodwork - Quality Cabinet		-1,091,723.00		3,480,000.00	0.00	0.00	3,480,000.00	0.00%	3,480,000.00	
08-400	Architectural Woodwork	1,758.00	273,553.00		273,553.00	0.00	0.00	273,553.00	0.00%	273,553.00	
08-480	Wood Door Frames	9,686.00	-1,756.00		6,481.00	0.00	0.00	6,481.00	0.00%	6,481.00	
08-542	Temporary Protection	9,686.00	-6,981.00		3,005.00	0.00	0.00	3,005.00	0.00%	3,005.00	
07-200	Insulation	2,665.00	26,099.00		29,099.00	0.00	0.00	29,099.00	0.00%	29,099.00	
07-900	Staircases	2,665.00	33,835.00		6,500.00	0.00	0.00	6,500.00	0.00%	6,500.00	
08-300	Metal Doors & Frames	348,650.00	6,500.00		6,500.00	0.00	0.00	6,500.00	0.00%	6,500.00	
08-300	Special Doors	948,978.00	-348,650.00		1,552,984.00	0.00	0.00	1,552,984.00	0.00%	1,552,984.00	
08-250	Gypsum Wallboard - George Raymond	123,148.00	144,485.00		690,226.00	71,163.00	0.00	208,528.00	13.43%	1,344,459.00	20,852.50
08-300	Gypsum Wallboard		58,705.00		690,226.00	0.00	0.00	690,226.00	0.00%	690,226.00	
08-535	Final Cleaning	53,685.00	50,385.00		50,385.00	0.00	0.00	50,385.00	0.00%	50,385.00	
09-680	Carpentry	86,881.00	-24,382.00		20,303.00	0.00	0.00	20,303.00	0.00%	20,303.00	
08-700	Special Flooring		5,299.00		5,299.00	0.00	0.00	5,299.00	0.00%	5,299.00	
08-900	Painting		-501,305.00	0.00	-411,305.00	0.00	0.00	-411,305.00	0.00%	-411,305.00	
08-900	Paint & Wallcovering - George Raymond	86,881.00	530,857.00		530,857.00	0.00	0.00	530,857.00	0.00%	530,857.00	
08-900	Paint Allowance	86,881.00	-95,000.00		307,082.00	0.00	0.00	307,082.00	0.00%	307,082.00	
10-250	Service Walls	95,000.00	307,082.00		21,156.00	0.00	0.00	21,156.00	0.00%	21,156.00	
10-250	Wall & Corner Guards		-95,000.00		50,218.00	0.00	0.00	50,218.00	0.00%	50,218.00	
10-270	Access Flooring		4,900.00		4,900.00	0.00	0.00	4,900.00	0.00%	4,900.00	
10-520	Fire Protection Specialties		249,429.00		249,429.00	0.00	0.00	249,429.00	0.00%	249,429.00	
17-040	Venue Management		3,479,207.00		0.00	317,614.00	0.00	317,614.00	100.00%	317,614.00	35,642.50
	Total B37 Sports Book	3,219,857.00	3,479,207.00	0.00	0.00	317,614.00	0.00	317,614.00	0.00%	317,614.00	35,642.50
03-500	Public Circulation	73,845.00			73,845.00	0.00	0.00	73,845.00	0.00%	73,845.00	
05-500	Cementitious Decks	639,320.00			639,320.00	0.00	0.00	639,320.00	0.00%	639,320.00	
05-100	Structural Metal Framing	703,069.00			703,069.00	0.00	0.00	703,069.00	0.00%	703,069.00	
05-700	Ornamental Metal	87,180.00			87,180.00	0.00	0.00	87,180.00	0.00%	87,180.00	
06-200	Rough Carpentry	504,687.00			504,687.00	0.00	0.00	504,687.00	0.00%	504,687.00	
06-250	Finish Carpentry	1,521,279.00			1,521,279.00	0.00	0.00	1,521,279.00	0.00%	1,521,279.00	
06-440	Woodswork	172,665.00			172,665.00	0.00	0.00	172,665.00	0.00%	172,665.00	
06-460	Insulation	2,690.00			2,690.00	0.00	0.00	2,690.00	0.00%	2,690.00	
07-200	Metal Doors & Frames	48,750.00			48,750.00	0.00	0.00	48,750.00	0.00%	48,750.00	
08-100	Glassing	5,401,460.00			5,401,460.00	0.00	0.00	5,401,460.00	0.00%	5,401,460.00	
08-250	Gypsum Wallboard - George Raymond	4,742,126.00	3,223,196.00		3,223,196.00	24,117.00	0.00	26,538.00	0.56%	3,198,933.00	2,654.30
08-250	Gypsum Wallboard	2,295,463.00	-3,223,196.00		1,518,933.00	0.00	0.00	1,518,933.00	0.00%	1,518,933.00	
08-300	Tile	811.00	-2,265,463.00		0.00	0.00	0.00	0.00	0.00%	0.00	
08-510	Acoustical Ceilings	1,999.00			811.00	0.00	0.00	811.00	0.00%	811.00	
08-650	Resilient Flooring	192,528.00			1,999.00	0.00	0.00	1,999.00	0.00%	1,999.00	
08-680	Carpentry	458,012.00			192,528.00	0.00	0.00	192,528.00	0.00%	192,528.00	
08-900	Paint & Wallcovering - George Raymond	2,997,044.00	458,012.00		2,997,044.00	0.00	0.00	2,997,044.00	0.00%	2,997,044.00	
08-900	Painting	1,000,000.00	-458,012.00		1,000,000.00	0.00	0.00	1,000,000.00	0.00%	1,000,000.00	
13-150	Pools	20,852,000.00			20,852,000.00	0.00	0.00	20,852,000.00	0.00%	20,852,000.00	
	Total B43 Public Circulation	20,852,000.00	-3,265,463.00	0.00	19,586,537.00	24,117.00	0.00	20,538.00	0.14%	18,538,971.00	2,654.30

G703 CONTINUATION SHEET												
FANTAINBLEAU LAS VEGAS												
PODIUM												
JOB # 10500												
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.												
Use Column I on Contracts where variable retainage for line items may apply												
A	B	C	D	E	F	G	H	I	J			
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
880.00	Casino											
05-100	Structural Metal Framing	481,824.00			481,824.00	0.00	0.00		0.00	0.00%	481,824.00	
06-100	Ornamental Metal	77,987.00			77,987.00	0.00	0.00		0.00	0.00%	77,987.00	
06-100	Rough Carpentry	46,109.00			46,109.00	0.00	0.00		0.00	0.00%	46,109.00	
06-200	Finish Carpentry	134,326.00			134,326.00	0.00	0.00		0.00	0.00%	134,326.00	
07-200	Insulation	6,950.00			6,950.00	0.00	0.00		0.00	0.00%	6,950.00	
09-250	Gypsum Wallboard - George Raymond	2,173,880.00			2,173,880.00	20,732.00	110,445.00		137,177.00	5.50%	2,368,880.00	13,717.70
09-250	Gypsum Wallboard		321,874.00		-321,874.00	0.00	0.00		-321,874.00	0.00%		
09-300	Tile - Samfat	287,485.00			287,485.00	503,280.00	0.00		503,280.00	28.57%	1,258,459.20	
09-300	Carpeting		1,781,738.20		523,756.79	0.00	0.00		523,756.79	0.00%	287,485.00	
09-480	Paint & Wallcovering		0.00		0.00	0.00	0.00		0.00	0.00%	0.00	
09-700	Paint & Wallcovering - George Raymond	25,117.00			1,355,208.00	0.00	0.00		1,355,208.00	0.00%	1,355,208.00	
09-900	Painting		-1,355,208.00		-1,355,208.00	0.00	0.00		-1,355,208.00	0.00%		
09-900	Service Walls	891,622.00			891,622.00	0.00	0.00		891,622.00	0.00%		
10-250	Total 880 Casin	4,130,038.00	2,285,492.99	0.00	6,424,528.99	530,012.00	110,445.00	0.00	640,457.00	0.07%	5,784,071.99	13,717.70
887.00	Meeting Rooms											
05-100	Structural Metal Framing	192,788.00			192,788.00	0.00	0.00		0.00	0.00%	192,788.00	
05-120	Misc Steel - W&W Steel		-192,788.00		-192,788.00	0.00	0.00		0.00	0.00%		
05-120	Misc Steel - Unassigned		370,000.00		370,000.00	0.00	0.00		0.00	0.00%	370,000.00	
05-700	Ornamental Metal	641,790.00			641,790.00	0.00	0.00		0.00	0.00%	641,790.00	
06-100	Rough Carpentry	28,286.00			28,286.00	0.00	0.00		0.00	0.00%	28,286.00	
06-400	Architectural Woodwork/	550,812.00			550,812.00	0.00	0.00		0.00	0.00%	550,812.00	
06-400	Wood Door Frames		-550,812.00		-550,812.00	0.00	0.00		0.00	0.00%		
07-200	Insulation - F. Rodgers	58,647.00			58,647.00	7,233.33	2,788.96		9,992.29	23.07%	32,216.31	999.23
07-200	Insulation		-58,647.00		-58,647.00	0.00	0.00		0.00	0.00%		
08-100	Metal Doors & Frames	90,181.00			90,181.00	0.00	0.00		0.00	0.00%	90,181.00	
08-300	Social Doors		-90,181.00		-90,181.00	0.00	0.00		0.00	0.00%		
08-323	Overhead & Ceiling Doors		0.00		0.00	0.00	0.00		0.00	0.00%	0.00	
08-500	Glazing - Slerra Glass & Mirror		107,180.00		107,180.00	0.00	0.00		0.00	0.00%	107,180.00	
08-500	Glazing	581,212.00			581,212.00	0.00	0.00		0.00	0.00%	581,212.00	
09-250	Gypsum Wallboard - George Raymond	2,007,206.00			3,187,213.00	1,121,922.00	345,065.00		1,466,987.00	48.29%	1,700,958.00	146,825.50
09-250	Gypsum Wallboard		-2,007,206.00		-2,007,206.00	0.00	0.00		0.00	0.00%		
09-300	Tile	152,579.00			152,579.00	0.00	0.00		0.00	0.00%	152,579.00	
09-350	Tile & Stone Installation		-152,579.00		-152,579.00	0.00	0.00		0.00	0.00%		
09-510	Acoustical Ceilings	80,988.00			80,988.00	0.00	0.00		0.00	0.00%	80,988.00	
09-540	FRP Walls	9,127.00			9,127.00	0.00	0.00		0.00	0.00%	9,127.00	
09-650	Resilient Flooring	10,242.00			10,242.00	0.00	0.00		0.00	0.00%	10,242.00	
09-680	Carpeting	112,815.00			112,815.00	0.00	0.00		0.00	0.00%	112,815.00	
09-600	Painting - George Raymond		432,787.00		432,787.00	893.00	0.00		893.00	0.15%	432,124.00	67.90
09-600	Painting	1,994,908.00			1,994,908.00	0.00	0.00		0.00	0.00%	1,994,908.00	
09-650	Wall Covering		-1,994,908.00		-1,994,908.00	0.00	0.00		0.00	0.00%		
10-180	Metal Toilet Compartments	10,888.00			10,888.00	0.00	0.00		0.00	0.00%	10,888.00	
10-250	Service Walls	323,855.00			323,855.00	0.00	0.00		0.00	0.00%	323,855.00	
10-250	Fire Protection-Specialties	1,420.00			1,420.00	0.00	0.00		0.00	0.00%	1,420.00	
10-250	Special Partitions - Rodermfeld of Nevada	117,484.00			117,484.00	188,772.00	0.00		188,772.00	60.00%	124,514.00	17,799.00
10-250	Special Partitions - Rodermfeld of Nevada		5,184.00		5,184.00	0.00	0.00		0.00	0.00%	5,184.00	
10-250	Special Partitions - Rodermfeld of Nevada		-5,184.00		-5,184.00	0.00	0.00		0.00	0.00%		
	Total 887 Meeting Rooms	8,887,430.00	-2,536,786.43	0.00	4,430,732.80	1,315,830.33	347,853.06	0.00	1,663,683.39	37.55%	2,767,049.31	165,401.63

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G703 CONTINUATION SHEET												
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.												
Use Column 1 on Contracts where variable retainage for line items may apply												
FONTAINEBLEAU LAS VEGAS												
PODIUM												
JOB # 10500												
APPLICATION NUMBER 25.00												
APPLICATION DATE 12/31/08												
PERIOD TO 12/31/08												
A	B	C	D	E	F	G	H	I	J			
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (E)	MATERIALS PRESENTLY STORED (NOT IN DORE)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
871.00	Retail Corridor											
03-350	Special Concrete Finishes	25,240.00	1.00		1.00	0.00	0.00	0.00	0.00	0.00%	27,999.00	
03-500	Commenituous Decks	218,514.00	2,759.00		2,759.00	0.00	0.00	0.00	0.00	0.00%	0.00	
03-100	Structural Metal Framing		-218,514.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
03-500	Metal Fabrications	240,303.00	60,588.00		60,588.00	0.00	0.00	0.00	0.00	0.00%	76,323.00	
03-700	High Company	175,715.00	52,249.00		52,249.00	0.00	0.00	0.00	0.00	0.00%	300,891.00	
03-200	Field Company	172,488.00	-519,980.00		0.00	0.00	0.00	0.00	0.00	0.00%	85,099.00	
03-220	Millwork	519,980.00	739,642.00		739,642.00	0.00	0.00	0.00	0.00	0.00%	0.00	
03-400	Architctural Woodwork	59,022.00	-59,022.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
03-460	Wood Door Frames	8,180.00	12,419.00		12,419.00	0.00	0.00	0.00	0.00	0.00%	20,588.00	
07-200	Insulation	15,982.00	211,205.00		211,205.00	0.00	0.00	0.00	0.00	0.00%	12,548.00	
07-800	Sealants		12,548.00		12,548.00	0.00	0.00	0.00	0.00	0.00%	227,187.00	
03-100	Metal Doors & Frames		6,250.00		6,250.00	0.00	0.00	0.00	0.00	0.00%	6,250.00	
03-300	Special Doors		251,279.13		251,279.13	0.00	0.00	0.00	0.00	0.00%	251,279.13	
03-800	Glazing - Sierra Glass & Mirror	1,848,173.00	-1,771,249.13		74,923.87	0.00	0.00	0.00	0.00	0.00%	74,923.87	
03-600	Glazing		1,597,568.00		1,597,568.00	22,557.00	1,978.00	0.00	24,535.00	1.54%	1,573,033.00	2,452.50
03-250	Gypsum Wallboard - George Raymond	1,620,819.00	-1,091,329.00		529,490.00	0.00	0.00	0.00	0.00	0.00%	529,490.00	
03-250	Gypsum Wallboard		1,378,415.37		1,378,415.37	349,099.90	391,226.27	0.00	690,326.17	47.18%	728,099.20	
03-300	Title - Ital Stone, Inc.	781,182.00	-710,560.37		819,240.63	0.00	0.00	0.00	0.00	0.00%	1,782,653.21	
03-300	Title		1,294,648.00		1,782,653.21	0.00	0.00	0.00	0.00	0.00%	0.00	
03-350	Title & Stone Installation	209.00	-209.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
03-510	Acoustical Ceilings	683.00	683.00		683.00	0.00	0.00	0.00	0.00	0.00%	683.00	
03-600	Resilient Flooring	66,604.00	12,420.00		12,420.00	0.00	0.00	0.00	0.00	0.00%	78,784.00	
03-600	Carpeting		66,604.00		66,604.00	0.00	0.00	0.00	0.00	0.00%	66,604.00	
03-900	Paint & Wallcovering - Georpt Raymond	1,180,909.00	-1,041,002.00		139,907.00	0.00	0.00	0.00	0.00	0.00%	139,907.00	
10-520	Painting		3,500.00		3,500.00	0.00	0.00	0.00	0.00	0.00%	3,500.00	
	Field Inspections Service		1,060,340.21		8,017,707.21	371,656.90	393,204.27	0.00	674,861.17	8.42%	7,342,846.04	2,452.50
	Total 871 Retail Corridor	6,785,244.00	169,117.00	1,060,340.21	8,017,707.21	371,656.90	393,204.27	0.00	674,861.17	8.42%	7,342,846.04	2,452.50

FONTAINEBLEAU LAS VEGAS
PODIUM
JOB # 10500

APPLICATION NUMBER 25.00
APPLICATION DATE 12/31/08
PERIOD TO 12/31/08

G-703 CONTINUATION SHEET
APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISED SCHEDULE OF VALUES	G WORK COMPLETED THIS PERIOD FROM PREVIOUS APPLICATION (D+E)	H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D+H+E+F)	J % (G/I)	K BALANCE TO FINISH (C-G)	L RETAINAGE
901.00	Health Club/Spa/Salon										
03-600	Cementitious Decks - Roman Industries	317,699.00			35,720.78	33,151.52		33,151.52	92.81%	2,599.24	
05-700	Structural Metal Framing	43,321.00			281,965.24	0.00		0.00	0.00%	281,965.24	
06-400	Rough Carpentry	267,269.00			43,321.00	0.00		0.00	0.00%	43,321.00	
07-200	Insulation	119,443.00			267,269.00	0.00		0.00	0.00%	267,269.00	
08-100	Roofing Doors & Frames	119,443.00			119,443.00	0.00		0.00	0.00%	119,443.00	
08-400	Masonry Support System	136,400.00			119,223.00	0.00		0.00	0.00%	119,223.00	
08-500	Gypsum Wallboard - F. Rodgers	3,034,854.00	-3,034,854.00		0.00	0.00		0.00	0.00%	0.00	
09-200	Tile - Superior Tile	1,762,793.00	3,129,571.00		3,129,571.00	816,573.92		974,497.29	31.14%	2,155,073.71	65,729.40
09-300	Specialty Ceilings - F. Rodgers	19,394.00	140,000.00		140,000.00	0.00		140,000.00	100.00%	0.00	
09-450	Resilient Flooring	5,111.00	417,890.00		2,180,473.00	0.00		0.00	0.00%	2,180,473.00	
09-600	Carpentry	257,783.00	148,550.00		19,394.00	0.00		0.00	0.00%	19,394.00	
09-700	Special Flooring - F. Rodgers	20,436.00			5,111.00	0.00		0.00	0.00%	5,111.00	
09-900	Painting - Unassigned	83,443.00			20,436.00	0.00		0.00	0.00%	20,436.00	
13-150	Pools - Water FX Custom Pools	173,404.00	8,247,794.38		164,290.00	0.00		0.00	0.00%	164,290.00	
13-150	Pools - Tracy & Ryder	440,000.00	173,404.00		93,443.00	0.00		0.00	0.00%	93,443.00	
14-200	Elevators	9,819,383.00	-9,240,581.38		8,247,794.38	1,038,401.10		1,115,818.14	13.53%	7,131,981.22	111,581.38
					440,000.00	0.00		0.00	0.00%	440,000.00	
					578,891.84	0.00		0.00	0.00%	578,891.84	
					440,000.00	0.00		0.00	0.00%	440,000.00	
					16,333,610.00	2,039,126.24		2,263,481.05	13.86%	14,070,148.05	207,310.78
	Total 901 Health Club/Spa/Salon										

A		B		C		D		E		F		G		H	
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE VALUES	WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	WORK COMPLETED THIS PERIOD (D+E+F)	MATERIALS PRESENTLY ALLOTTED TO THIS PERIOD (D+E+F)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE			
010A	General Back of House														
02-920	Fences & Gates - Clark County Fence		73,125.00	-15,828.00	58,298.00	0.00	16,828.00	0.00	0.00	0.00%	56,266.00				
02-920	Concentric Decks	1,032.00	33,508.11	18,828.00	19,628.00	0.00	0.00	0.00	16,828.00	100.00%	0.00				
03-500	Foam Slabs - DECO Foam		41,113.58		34,540.11	0.00	0.00	0.00	34,540.11	100.00%	0.00				
03-500	Foam Slabs - Roman Industries		5,503.83		41,113.58	38,284.33	0.00	0.00	38,284.33	83.07%	2,829.25				
03-500	Foam Slabs		175,252.00	-80,125.50	5,503.83	5,395.92	0.00	0.00	5,395.92	83.04%	107.01				
05-100	Structural Metal Framing	462,834.00	281,378.00		95,126.50	0.00	0.00	0.00	95,126.50	0.00%	724,012.00				
05-700	Ornamental Metal	9,026.00	-0,029.00		724,012.00	0.00	0.00	0.00	724,012.00	0.00%	0.00				
06-100	Rough Carpentry - Squares Lumber	3,060.00	3,060.00		3,060.00	1,129.83	0.00	0.00	1,129.83	38.22%	1,930.17				
06-100	Rough Carpentry	60,957.00	149,969.00		210,928.00	0.00	0.00	0.00	210,928.00	0.00%	0.00				
06-100	Architectural Woodwork	0.00	590,450.00		590,450.00	0.00	0.00	0.00	590,450.00	0.00%	0.00				
06-460	Wood Door Frames	152,385.00	-152,385.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00				
06-542	Protection of New Work	0.00	153,028.00		153,028.00	0.00	0.00	0.00	153,028.00	0.00%	0.00				
07-100	Waterproofing	4,158.00	45,408.00		49,566.00	0.00	0.00	0.00	49,566.00	0.00%	0.00				
07-100	Waterproofing - Technicoat		35,985.00		35,985.00	0.00	0.00	0.00	35,985.00	0.00%	0.00				
07-200	Insulation	205,491.00	-247,699.00	42,208.00	0.00	94,506.28	56,268.93	0.00	150,805.21	29.22%	365,320.78	16,248.51			
07-200	Insulation - F. Rodgers		516,126.00	25,000.00	516,126.00	0.00	0.00	0.00	516,126.00	0.00%	0.00				
07-840	Flintopping		50,000.00		25,000.00	0.00	0.00	0.00	25,000.00	0.00%	0.00				
07-900	Flintopping - JBA Consulting Engineers		604,996.00		604,996.00	0.00	0.00	0.00	604,996.00	0.00%	0.00				
08-100	Sealants	442,848.00	1,489,542.00	-528,528.00	1,403,970.00	0.00	0.00	0.00	43,375.00	88.75%	604,996.00				
08-100	Sealants		1,091,515.00	528,528.00	2,228,035.00	171,501.00	33,261.00	0.00	204,762.00	9.22%	2,015,273.00	20,476.40			
08-200	Special Doors		42,500.00		42,500.00	0.00	0.00	0.00	42,500.00	0.00%	0.00				
08-323	Ceiling and Ceiling Doors		50,650.00		50,650.00	0.00	0.00	0.00	50,650.00	0.00%	0.00				
08-800	Ceiling	319,850.00	-2,414.00		11,751,500.00	0.00	0.00	0.00	11,751,500.00	0.00%	0.00				
08-800	Ceiling		11,781,500.00		5,401,400.00	3,715,700.00	0.00	0.00	4,109,308.00	34.84%	7,652,192.00				
08-250	Gypsum Wallboard - George Raymond	13,994,717.00	-8,593,287.00		316,487.00	0.00	0.00	0.00	316,487.00	0.00%	0.00				
08-300	Gypsum Wallboard	1,088,876.00	47,815.00		1,032,560.00	0.00	0.00	0.00	1,032,560.00	0.00%	0.00				
09-200	Acoustical Ceiling	513,821.00	513,821.00		513,821.00	0.00	0.00	0.00	513,821.00	0.00%	0.00				
09-510	Acoustical Ceiling - Southwest Circle Group	283,938.00	133,503.00		417,439.00	0.00	0.00	0.00	417,439.00	0.00%	0.00				
09-535	Final Cleaning	1,821,900.00	17,817.00		17,817.00	0.00	0.00	0.00	17,817.00	0.00%	0.00				
09-540	Special Wall Surfaces	54,525.00	1,182,563.00		573,038.00	0.00	0.00	0.00	573,038.00	0.00%	0.00				
09-540	Special Wall Surfaces - Southwest Circle Group	1,821,900.00	-1,248,864.00		417,439.00	0.00	0.00	0.00	417,439.00	0.00%	0.00				
09-650	Resilient Flooring	283,938.00	1,182,563.00		1,182,563.00	0.00	0.00	0.00	1,182,563.00	0.00%	0.00				
09-670	Fluid Applied Flooring - Technicoat	1,238,909.00	80,700.00		148,649.40	0.00	0.00	0.00	148,649.40	0.00%	0.00				
09-680	Fluid Applied Flooring	54,525.00	80,700.00		80,700.00	0.00	0.00	0.00	80,700.00	0.00%	0.00				
09-700	Special Flooring - Facilliq	1,238,909.00	-1,231,345.00		7,054.00	0.00	0.00	0.00	7,054.00	0.00%	0.00				
09-900	Paint & Wallcovering	9,149,877.00	1,229,950.00		1,021,003.00	0.00	0.00	0.00	1,021,003.00	0.00%	0.00				
09-900	Paint & Wallcovering - George Raymond	5,293.00	-9,228,099.00	153,880.00	1,229,950.00	29,451.00	0.00	0.00	29,451.00	2.39%	2,945.10				
10-280	Fire Protection Specialties		100,308.00		69,648.00	0.00	0.00	0.00	69,648.00	0.00%	0.00				
11-460	Appliances, Built In Suite Equip	60,848.00	429,180.00		429,180.00	0.00	0.00	0.00	429,180.00	0.00%	0.00				
11-460	Appliances, Built In Suite Equip	60,848.00	42,517.00		42,517.00	0.00	0.00	0.00	42,517.00	0.00%	0.00				
14-421	Wheel Chair Lift	28,000.00	28,000.00		28,000.00	0.00	0.00	0.00	28,000.00	0.00%	0.00				
14-450	Wheel Chair Lift	32,390.80	32,390.80		32,390.80	0.00	0.00	0.00	32,390.80	0.00%	0.00				
14-500	Wheel Chair Lift	30,600.00	30,600.00		30,600.00	0.00	0.00	0.00	30,600.00	0.00%	0.00				
17-500	Men's Restroom	29,553,892.00	2,819,855.10	108,872.33	32,483,224.43	5,050,833.38	489,898.93	0.00	5,540,732.31	17.21%	26,932,492.12	450,801.00			
010B	Valit														
07-200	Insulation - George Raymond		312,088.00		312,088.00	75,378.00	0.00	0.00	75,378.00	24.15%	236,710.00	7,537.80			
07-200	Insulation	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00				
09-250	Gypsum Wallboard - George Raymond		2,409,811.00		2,409,811.00	797,297.00	82,382.00	0.00	880,679.00	36.82%	1,519,932.00	88,997.20			
09-250	Gypsum Wallboard	0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00%	0.00				
06-700	Paint & Wallcovering - George Raymond		347,481.00		347,481.00	5,690.00	0.00	0.00	5,690.00	1.64%	341,791.00	5,690.00			
06-911	Slipping Lower Level Valit		135,648.00		135,648.00	0.00	0.00	0.00	0.00	0.00%	135,648.00				
06-990	Finishes Contingency	3,434,912.00	-3,204,926.00	0.00	230,984.00	0.00	0.00	0.00	230,984.00	0.00%	0.00				
	Total 010B Valit	3,434,912.00	6.00	0.00	3,434,912.00	378,365.00	82,382.00	0.00	460,747.00	28.26%	2,964,165.00	97,074.00			

AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF 25 PAGES

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTAINEBLEAU LAS VEGAS, LLC.
 PROJECT: FONTAINEBLEAU LAS VEGAS
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

VIA ARCHITECT: Bergman, Walls & Associates, Ltd.

APPLICATION NO.: 25
 PERIOD TO: 12/31/2008

CONTRACT DATE:

Distribution No.: OWNER ARCHITECT CONTRACTOR FIELD OTHER

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..... \$ (37,000,000.00)
2. Net Change by Change Orders..... \$ 49,546,438.45
3. CONTRACT SUM TO DATE (Line 1 ± 2)..... \$ 12,546,438.45
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)..... \$ 6,054,865.52
5. RETAINAGE:
 - a. % of Completed Work (Columns D + E on G703)..... \$ 2,840.00
 - b. % of Stored Material (Column F on G703)..... \$
- Total Retainage (Lines 5a + 5b or Total in Column I of G703)..... \$ 2,840.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)..... \$ 6,052,225.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 5,456,504.94
8. LESS PREVIOUS OWNER FUNDINGS..... \$ 355,006.29
9. CURRENT PAYMENT DUE..... \$ 240,714.29
10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6)..... \$ 6,484,212.93

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 59,000,000.00	\$ (9,453,561.55)
Total approved this month		
TOTALS	\$ 59,000,000.00	\$ (9,453,561.55)
NET CHANGES by Change Order	\$ 49,546,438.45	

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: TURNBERRY WEST CONSTRUCTION, INC.
 By: *Robert D. Bent*
 State of: Nevada
 County of: Clark
 Subscribed and sworn to before me this 12th day of July, 2009
 Notary Public: *Robert D. Bent*
 My Commission expires: 12/31/2011



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..... 240,714.29
 (Attach explanation if amount certified differs from the amount applied. Initial all figure on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*
 Date: 7/1/09

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.

RWD 12-30-08

CONTINUATION SHEET

FONTAINEBLEAU LASERS
LEED
JOB #10600

APPLICATION NUMBER 25
APPLICATION DATE 12/31/2008
PERIOD TO 12/31/2008

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's
Signed Certification is attached.
Use Column I on Contracts where variable retainage for line items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	D WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN DOR.E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
	LEED COST OTHER	22,000,000.00	(9,453,561.55)		12,546,438.45	5,814,137.23	240,728.29		6,054,865.52	6,491,572.93	2,840.00
	LEED TAX CREDIT*	(59,000,000.00)	59,000,000.00								
05-120	W&W Steel CO #3-LEED										
15-700	Bombard Mechanical CO #2-LEED										
PROJECT TOTAL											2,840.00

* Distributed to each job

EXHIBIT “C-1”





EXHIBIT A

ARCHITECT'S ADVANCE CERTIFICATE

Date: December 31, 2008
Advance Date: January 6, 2009

Bank of America, N.A.,
as Disbursement Agent
Relationship Administration Office Manager
Credit Services & Administration
Commercial Real Estate NJ & PA
Bank of America, N.A.
750 Walnut Avenue
MC: NJ6-502-01-03
Cranford, NJ 07016
Attn: Jeanne P. Brown, Vice President

Lehman Brothers Holdings Inc.
as Retail Agent
c/o Lehman Brothers Holdings
399 Park Avenue
New York, New York 10022
Attention: Josh Freedman
Facsimile No.: (212) 713-1278

Bank of America, N.A.,
as Bank Agent
Mail Code: TX1-492-14-11
Bank of America Plaza
901 Main Street
Dallas, TX 75202-3714
Attn: Donna F. Kimbrough

Wells Fargo Bank, National
Association,
as Trustee
MAC N9311-110
625 Marquette Avenue
Minneapolis, MN 55479
Attention: Fontainebleau Account
Manager

Re: Advance Request No. 25 under the Master Disbursement Agreement dated as of October 2, 2007 (the "Disbursement Agreement") among Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities") the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent.

Ladies and Gentlemen:

In connection with the development, construction and operation of the Fontainebleau Resort and Casino project (the "Project"), Bergman, Walls & Associates, Ltd., a Nevada professional corporation (the "Architect"), hereby represents to its knowledge, information and belief as follows:

The Architect has reviewed the above referenced Advance Request (the "Advance Request") to the extent necessary to provide the certification contained herein.

The Agreement Between Fontainebleau Las Vegas, LLC and Bergman, Walls & Associates, Ltd. for Architectural Services, dated as of April 2, 2007 (the "Architect's Agreement") is in full force and effect except for amendments not prohibited by Section 6.1 of the Disbursement Agreement or the Financing Agreements. The Architect is not in default under any material term of the Architect's Agreement and, to the Architect's knowledge, the Project Entities are not in default under any material term of the Architect's Agreement, except as detailed below [List all defaults which are inconsistent with the foregoing statements]:

The construction performed on the Project as of the date hereof is in general accordance with the "Drawings and Specifications" (as described in the Prime Construction Agreement), and other plans and specifications for the Project, all as approved by the relevant governmental authorities (collectively, the "Plans and Specifications").

All Plans and Specifications which have been prepared and submitted thus far comply in all material respects with all applicable zoning regulations, set-back requirements, other building code requirements of Clark County, Nevada.

As used herein, the word "certify" shall mean an expansion of the Architect's professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by the Architect.

Except for the permits and governmental authorizations detailed in Exhibit G to the above referenced Disbursement Agreement, to the best of our actual knowledge, there are no other material permits or governmental authorizations currently required in connection with the construction and operation of the Project.

All capitalized terms used herein without definition shall have the meaning given to them in the Disbursement Agreement.

The foregoing representations are true and correct, are made for the benefit of the Disbursement Agent, the Funding Agents and the Lenders represented thereby, and may be relied upon for the purposes of making advances pursuant to the above referenced Disbursement Agreement; provided, that, to the extent any such Person is not entitled to rely on such representations and certifications pursuant to Section 11.18 of the Disbursement Agreement then such representations and certifications are deemed to not to have been made to such Person and such Person may not rely on thereon.

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IN WITNESS WHEREOF, the undersigned has executed this Architect's Advance Certificate as of the 8th day of January, 2009.

BERGMAN, WALLS & ASSOCIATES, LTD.,
a Nevada professional corporation

By: 

Name: Scott U. Walls
Title: President/COO

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “D”





**CONSTRUCTION CONSULTING &
PROJECT MANAGEMENT**

**INSPECTION & VALUATION
INTERNATIONAL, INC.**

55 West Red Oak Lane
White Plains, New York 10604
(914) 694-1900 (tel)
(914) 694-4007 (fax)
www.ivi-intl.com

EXHIBIT C-2
to the Master Disbursement Agreement

CONSTRUCTION CONSULTANT ADVANCE CERTIFICATE

(Delivered pursuant to Sections 2.4.4(b) and 3.3.5 of the Disbursement Agreement)

Date: January 13, 2009
Advance Date: January 25, 2009

Bank of America, N.A.,
as Disbursement Agent
Relationship Administration Office Manager
Credit Services & Administration
Commercial Real Estate NJ & PA
Bank of America, N.A.
750 Walnut Avenue
MC: NJ6-502-01-03
Cranford, NJ 07016
Attn: Jeanne P. Brown, Vice President

Lehman Brothers Holdings Inc.
as Retail Agent
c/o Lehman Brothers Holdings
399 Park Avenue
New York, New York 10022
Attention: Josh Freedman
Facsimile No.: (212) 713-1278

Bank of America, N.A., as Bank Agent
Mail Code: TX1-492-14-11
Bank of America Plaza
901 Main Street
Dallas, TX 75202-3714
Attn: Donna F. Kimbrough

Wells Fargo Bank, National Association,
as Trustee
Corporate Trust Services
MAC N9303-120
608 2nd Avenue South
Minneapolis, MN 55479
Attention: Fontainebleau Resorts Account
Manager

Re: Advance Request No. 21 (the "Current Advance Request") under the Master Disbursement Agreement dated as of June 6, 2007 (the "Disbursement Agreement") among Fontainebleau Las Vegas Holdings, LLC, Fontainebleau Las Vegas Capital Corp., Fontainebleau Las Vegas Retail, LLC, Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC (collectively, the "Project Entities"), the Funding Agents referred to therein, and Bank of America, N.A., as Disbursement Agent.

NEW YORK · ATLANTA · AUSTIN · CHICAGO · LAS VEGAS
LOS ANGELES · MIAMI · WASHINGTON, D.C.
BARCELONA · LONDON · PARIS · NICE · STOCKHOLM

Ladies and Gentlemen:

Inspection & Valuation International, Inc. (the "Construction Consultant"), hereby certifies as follows:

1. The Construction Consultant has reviewed the above referenced Disbursement Agreement, to which the Project Entities are a party, to the extent necessary to understand the defined terms contained herein and in the Current Advance Request that are incorporated by reference from the Disbursement Agreement and to provide the certifications contained herein. This certificate is being delivered pursuant to Sections 2.4.4(b) and 3.3.5 of the Disbursement Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Disbursement Agreement.

2. We have reviewed the material and data made available to us by the Project Entities, the General Contractor, the Architect, the other Contractors and the Subcontractors since the date of the last Advance Request, which material and data consists of the Current Advance Request and the appendices and other items attached thereto; relevant Contractor and Subcontractor invoices; and Plans and Specifications. We have also observed the status of construction progress at the Site. Our review and observations were performed in accordance with generally accepted consulting practices consisting of a walk-through of the Site conducted on January 5, 2009 observation of installed equipment and material, observation of work procedures, review of "QA," "QC" and safety program reports as made available by the General Contractor, Contractors and Subcontractors, and our attendance of the construction review progress meetings. We have also reviewed the Architect's Advance Certificate and the General Contractor's Advance Certificate (together, the "Supporting Certificates") (unless the Disbursement Agreement does not require one or more of such Supporting Certificates to be included with the Advance Request) attached to the Current Advance Request as Appendix 14 and 15 (together, the "Current Supporting Certificates"), including each monthly progress report submitted pursuant to the Prime Construction Agreement. We have also reviewed all previous Advance Requests and the Supporting Certificates submitted with such previous Advance Requests.

3. Based on our review of the aforementioned information, and of data provided to us by others which we have not independently verified, we are of the opinion that, as of the Advance Date:

- a) Based on our periodic review of the progress of design, procurement and construction of the Project, we have not discovered any substantial deviations from the Plans and Specifications in the claims for materials that have been procured and work performed under the Current Advance Request and all previous Advance Requests;
- b) The Project Entities have properly substantiated, in all material respects, the Project Costs for which payment is requested in the Current Advance Request.
- c) The Remaining Cost Report attached to the Current Advance Request accurately reflect, in all material respects, the Remaining Costs required to achieve Final Completion, segregated by each Line Item Category;
- d) The Unallocated Contingency Balance is substantially as set forth in the Detailed Remaining Cost Report attached to the Current Advance Request and does equal or exceed the Required Minimum Contingency;
- e) The Opening Date is likely to occur on or before the Scheduled Opening Date set forth in the Current Advance Request and the Completion Date is likely to occur within 180 days thereafter;
- f) Our scope of review has not brought to our actual attention any material errors in the information contained in the Current Advance Request or in the Current Supporting Certificates referred to in paragraph 2 of this Construction Consultant Advance Certificate;
- g) Except for the Permits detailed in Exhibit G to the Disbursement Agreement, to the best of our actual knowledge, there are no other material Permits or governmental authorizations currently required in connection with the construction and operation of the Project not related to business license, taxation and employment;

- h) We have periodically observed the progress of work and have met with various representatives of the Project Entities and Contractors working on the Project and have reviewed documents provided by the Project Entities' consultants and design professionals and based on the foregoing we have not found any material discrepancies from the Plans and Specifications and consider the work performed to date to be in accordance with the Plans and Specifications in all material respects;
- i) The Advances requested in the Current Advance Request are, in our reasonable judgment, generally appropriate in light of the percentage of construction completed and the amount of Unincorporated Materials;
- j) To the best of our knowledge, there are no approved or material proposed Scope Changes (other than Minor Scope Changes) which are not listed on Appendix 17 to the Current Advance Request listing Scope Changes or that have not been listed in a previous Advance Request;
- k) The Project Entities have delivered the written inventory of Unincorporated Materials and evidence reasonably satisfactory to us that the conditions set forth in Section 3.3.22 have been satisfied;
- l) The undersigned has not discovered any material error in the matters set forth in the Current Advance Request or Current Supporting Certificates.

Based on the foregoing, the Construction Consultant approves the Current Advance Request.

The foregoing certifications as to Project Costs incurred pursuant to the Resort Budget, relate solely to Total Hard Costs.

In making the foregoing representations, warranties and certifications, the Construction Consultant has relied whenever it has deemed it reasonably appropriate to do so, on the accuracy and legality of all documents provided to the Construction Consultant by third parties. The Construction Consultant is not providing independent verification as to the accuracy of each item of information provided nor is it performing the services of a design professional.

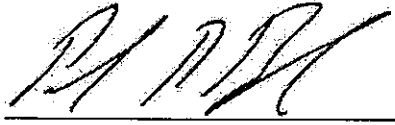
The foregoing representations, warranties and certifications are true and correct, are made for the benefit of the Disbursement Agent, the Funding Agents and the Lenders represented thereby, and may be relied upon by such parties for the purposes of making Advances pursuant to the Disbursement Agreement; provided, that, to the extent any such Person is not entitled to rely on such representations, warranties and certifications pursuant to Section 11.18 of the Disbursement Agreement then such representations, warranties and certifications are deemed to not to have been made to such Person and such Person may not rely on thereon.

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IN WITNESS WHEREOF, the Construction Consultant has executed this Construction Consultant Advance Certificate as of the 13 day of January, 2009.

INSPECTION & VALUATION INTERNATIONAL, INC.,
a New York corporation

By:



Name: Paul R. Bonvicino Jr.
Title: Senior Project Manager

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “E”





Professional Associates
CONSTRUCTION SERVICES, Inc.

Construction & Engineering Solutions for Financial Industries

12/9/08

Mr. Glen Russo
Turnberry West Construction, Inc.
2755 Las Vegas Blvd. South
Las Vegas, NV 89109

Dear Glen,

I inspected the steel inventoried at W&W Steel in Oklahoma City. I also verified inventory at Collings Interior in Huntington Beach, Lightolier in Fontana and Portobello in Anaheim. Mao Hernandez inspected inventories at several locations in Las Vegas. Our purpose was to verify the "offsite stored materials" list dated 10/31/08.

The irregularities on this report are:

- 1- W&W Steel in Oklahoma City, Oklahoma:
 - a. W&W accounting shows over \$9 million dollars of inventory in Little Rock, Arkansas (\$4.4 M) and Greeley, Colorado (\$5.6 M). See first divider in Volume I.
 - b. Structural Steel inventoried in Oklahoma City substantially exceeds the inventory shown on 10/31/08 Offsite Stored Materials list.

W&W will conduct their formal physical inventory during December. Because of the numerous change orders at the beginning of this project there is a substantial amount of material that was not used. Also, fabrication that was taking place in Little Rock has been transferred to Oklahoma City.

All the vendors we visited appear to be on schedule and prepared to meet Turnberry's requirements for future deliveries.

Our results are summarized under the "Summary" tab. Volume I contains the "out of area" vendors: W&W Steel, Collings Interiors, Lightolier and Portobello. Volume II contains the local Las Vegas vendors and warehoused materials.

This month the materials added to inventory at each location were substantially verified. Because of on going usage, there are minor differences except for W&W Steel. Most differences were satisfied with shipping information.

Thank you for the opportunity to be of service. Please call with any questions or comments. Our invoice will follow.

Regards,

Tom Reed, Associate



October 31, 2008 - Inspection Summary

Volume I

<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Additions to Inventory</u>	<u>Substantially Verified</u>
W&W Steel	OKC, OK	Steel	\$ 313,285 +	Yes
Collings Interior	HB, CA	Elevator Lobbies	65,400	Yes
		T-1 Ele. Lobbies	3,900	Yes
Lightolier - Shipped in Nov	Fontana, CA	Light fixtures		Yes
Portobello - Shipped in Nov	Anaheim, CA	Tile		Yes
		Sub total	\$ 616,260	

There is substantially more material than shown on TWC Offsite Stored Material inventory. W&W internally has a discrepancy between accounting and physical inventory. A physical inventory will be conducted in December. Much of the material is not usable due to early change orders.

October 31, 2008 - Inspection Summary

TOWER

Turnberry West Construction, Inc.

OFFSITE STORED MATERIALS

Architectural Materials
GK 07-010MSFB
Fontainebleau Las Vegas

Pay Application # 15
Period Ending: 12/20/2008

Gallagher Kaiser

ITEM NO.	Description of Materials stored (Attached Invoices, Listings, and/or Other Price Supporting Documentation)	Location Where Stored	G Opening Inventory	H Additions To Inventory for December 2008	I Usage Of Inventory for December 2008	J = G + H - I Closing Inventory
	Upgraded Typical Base - 3"		116,088 linear feet \$193,613.00 ✓	\$0.00		116,088 linear feet \$193,613.00
	Upgraded Typical Base - 4"	4030 Industrial Center Drive, Suite 500 North Las Vegas 89030	55,848 linear feet \$98,105.00 ✓	\$0.00		55,848 linear feet \$98,105.00
	Upgraded Typical Case - 3"		107,944 linear feet \$187,408.00 ✓	\$0.00		107,944 linear feet \$187,408.00
	Upgraded Typical Case - 4"		26,528 linear feet \$48,498.00 ✓	\$0.00		26,528 linear feet \$48,498.00
	No Condo		<i>Sub Total = 527,624.00</i>			
KD Frames			4,476	\$0.00		4,476
Condo			510 Frames \$50,325	\$0.00		510 Frames \$50,325.00
Typical, BOH, Suites			3,966 Frames \$231,552	\$0.00		3,966 Frames \$231,552.00
Welded Frames & Metal Doors			529 Frames & Doors \$110,483.66 ✓	\$0.00		529 Frames & Doors \$110,483.66
	No Condo					
Hardware			4,467 Sets \$641,390.00 ✓	\$0.00		4,467 Sets \$641,390.00
Condo			1,171 Sets \$168,171.00	\$0.00		1,171 Sets \$168,171.00
Typical, Suites, BOH, and Other			3,296 Sets \$473,219.00	\$0.00		3,296 Sets \$473,219.00
Wooden Doors			4,358 Doors \$2,559,472.00 ✓	\$0.00		4,358 Doors \$2,559,472.00
Condo			338 doors \$260,307.00	\$0.00		338 doors \$260,307.00
Typical, BOH and Other			4,020 doors \$2,299,165.00	\$0.00		4,020 doors \$2,299,165.00
			\$4,120,846.66	\$0.00		\$4,120,846.66

✓



OFFSITE STORED MATERIALS

SUBCONTRACTOR	Architectural Materials	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	OPENING INVENTORY	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	Pay Application # 12 Period Ending: 12/31/08	CLOSING INVENTORY	
Job #	10-200 Tower			G	H		J = G + H - I		
Project	Fontainebleau Las Vegas								
ITEM NO.	JOB								
5		Upgraded Typical Base - 3"	4030 Industrial Center Drive, Suite 500, North Las Vegas. 89030	116,088 linear feet	linear ft	8,832 Linear feet	107,256 linear feet		
		Upgraded Typical Base - 4"		55,848 linear feet	linear ft	3,324 Linear feet	52,524 linear feet		
		Upgraded Typical Case - 3"		107,944 linear feet	linear ft	13,192 Linear feet	94,752 linear feet		
		Upgraded Typical Case - 4"		26,528 linear feet	linear ft	16,952 Linear feet	9,576 linear feet		
5		Adjustment in \$\$\$ for upgraded Base & Case		189,902.41			\$ 189,902.41		
C/O #6		Upgraded On-Line TimeLox /R Entry Door Hardware		1303 sets			\$ 1303 sets		
				\$ 196,615.52			\$ 196,615.52		
3		Crown Molding - 6"	Note: Quantities of the above items are included on Inventory to Gallagher Kaiser. Charges are for C/O Upgrades only.						
				79,488 Ln feet			79,488 Ln feet		
2		Typical Guest Room Veneer Closet Doors		\$ 291,202.44	390 doors		\$ 291,202.44		
				516 doors			906 doors		
1		Closet shelving/Accessories		\$ 703,043.72	\$ 458,088.00		\$ 1,161,129.72		
C/O #3		Condominium Closets		1667 units		271 Units	1396 Units		
C/O #3		Condo Glass Shower Doors		\$ 173,525.61		\$ 28,208.39	\$ 145,317.22		
				5 floors	10 floors	1 floor	14 floors		
				\$ 83,058.00	\$ 167,504.40	\$ 17,370.82	\$ 243,191.58		
				1170 Units		206 Units	964 Units		
				\$ 1,247,290.50		\$ 219,608.00	\$ 1,027,682.50		
C/O #2		First 10 Floors of Condo Trim Expedited/Condo Trim Upgraded		113,124 Linear feet		22,148 linear feet	90,976 Linear feet		
		Related to C/O #2, C/O #6		\$ 117,865.60		\$ 23,033.92	\$ 94,831.68		
6		Glass Shower/Partition/ Accessories							
		Typical Shower Units		1430 Units	271 Units	778 Units	923 Units		
		King Shower Units		55 Units		55 Units	0 Units		
C/O #3		Typical Vanity Mirrors		\$ 1,138,661.10	\$ 379,553.70	720,195.14	\$ 798,019.66		
C/O #6		Suites(3 Bay & Junior Suites) Shower Doors		1051 Units	1230 Units	435 Units	1658 Units		
				\$ 589,704.55	\$ 294,852.30	\$ 167,953.50	\$ 716,603.35		
				185 Units		165 Units	0 Units		
				\$ 277,240.00		\$ 277,240.00	\$ -		
C/O #1		Condo Millwork (Includes C/O 3 Wood Decks & Valances		10 floors	10 floors	5 floors	15 floors		
C/O #3		Condo Units 1, 3, 5 Powder Room Mirrors C/O 3		\$ 328,184.01	\$ 310,912.02	\$ 159,774.00	\$ 479,322.03		
C/O #9		Condo Mirror in Master and Kitchen Backsplash		250 pcs	3 pcs	\$ 192.54	247 pcs		
				\$ 16,047.00		\$	15,854.46		
				295 pcs		\$	295 pcs		
				\$ 176,439.00			\$ 176,439.00		
				\$			\$		
				\$ 5,538,779.46	\$ 1,610,908.42	\$ 1,613,576.31	\$ 5,536,111.57		

against any and all claims for bodily injury, death or damage to property, demands, delays, obligations, damages, actions, causes of action, suits, losses, judgments, settlements, fines, penalties, trademark, copyright, and any liabilities, costs and expenses (including, without limitation, investigative and repair costs, in-house legal fees, attorneys' fees, disbursements and court costs, and all other professional, expert, or consultants' fees and costs of every kind and nature whatsoever) ("Claims") which arise out of or are in any way connected with the stored material provided under this Affidavit. This section shall not apply to any Claims which arise out of the sole negligence or willful misconduct of the Indemnified Parties.

8. Subcontractor agrees that, should it become necessary for Contractor to enforce this Affidavit, Subcontractor shall reimburse Contractor for expenses, reasonable attorneys' fees and costs incurred in enforcing the Affidavit within thirty (30) days receipt of written demand from Contractor.

THE UNDERSIGNED HAS READ THE FOREGOING AFFIDAVIT AND FULLY UNDERSTANDS IT.

DATED: 12 18, 2008

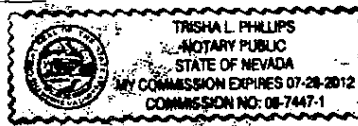
SUBCONTRACTOR NAME
ARCHITECTURAL MATERIALS, LLC
dba AMI Hospitality LLC

By: Melinda Buckland
Title:

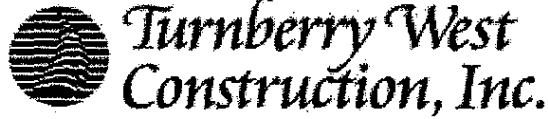
STATE OF NEVADA
COUNTY OF CLARK

On this 18th day of December, 2008 before me, Trisha Phillips Notary Public personally appeared Melinda Buckland. He/She is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

[Signature]
Notary Public, State of Nevada
7-28-2012
My Commission Expires
LEGAL:5829-003/876459.1



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366



State of Nevada
County of Clark

Subscribed and sworn before me this

Architectural Materials LLC dba
AMI Hospitality LLC

(Company Name)

10th Day of December, 2008

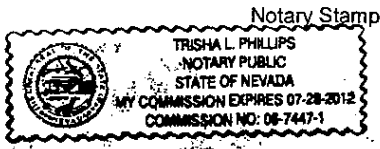
Day of _____

Notary Public: [Signature]
My commission expires: 7-28-2012

By: [Signature]

Print Name: Steven Marlowe MELINDA Buckland

Title: Sr. Project Manager Staff Accountant.



CONTROL NO 2525429

APP DATE 11/26/2008 7AM

APM TERMINAL (MAERSK)
 F 2500 NAVY WAY
 R TERMINAL ISLAND, CA. 90731
 O
 M

ARCHITECTURAL MATERIAL
 4030 INDUSTRIAL CENTER DR.#500
 T N.LAS VEGAS, NV. 89030
 O T: (702)644-9039 F: (702)644-7146

CONTAINER NO POCU1184389 / 40DR
 CHASSIS NO APMZ 419055
 SEAL NO

DRIVER *OSBORN*
 TIME ARRIVED
 TIME STARTED
 TIME DEPARTED

FAILURE TO PAY BILLED CHARGES MAY RESULT IN A LIEN ON FUTURE SHIPMENTS

BILL OF LADING/BOOKING MAEU857404839 VESSEL/VOYAGE ARTHUR MAERSK 813 IT NO

QUANTITY 14 DESCRIPTION WOODEN DOORS WEIGHT 38800.96 LBS

SHIPPER'S CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT.
 Signature

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED
 CONSIGNEE *Scott D...* DATE 11-26-08

AMI Hospitality LLC
 200ARC081001
 TURNBERRY TOWER LAS VEGAS, NV
 VENEER CLOSET DOORS 12/20/2008

SOUTH CHINA TIMBER INDUSTRY, LTD.

No.28, Ave. Gongye Dadao, Dist. Xinhui, Jiangmen 529100, Guangdong, China

PACKING LIST (ORIGINAL)

Shipment #20

Consignee: Architectural Materials, LLC., USA
4030 Industrial Center Dr Suite 500 LAS VEGAS, NV 89030 USA

Tel: +248-427-9230; Fax: +248-427-9231

Shipped: From JIANGMEN, China to LAS VEGAS, USA

Date: NOV.13, 2008

Inv.#SCT-081113

P.O.: 9854/10112/10264

/10102 - 6302

Container No: MSKU 6459991 (40'

Pallet No.	type	Description	Dimension (mm)	Quantity				
				pc	pallet	pc/pallet		
Wooden Doors (9854/10264-6302)								
1-2	1	20 FR Type A: T-01,Entry LH <i>T-01 RH</i>	2133.6 x 914.4 x 44.5mm	40 <i>20</i>	2	1 <i>20 LH</i> 1 <i>20 RH</i>	<i>Rec'd</i>	
3		20 FR Type A: T-01,Entry RH	2133.6 x 914.4 x 44.5mm	20	1	1 <i>20</i>	<i>Rec'd</i>	
4		20 FR Type A: T-01,Entry LH	2133.6 x 914.4 x 44.5mm	9	1	9	<i>Rec'd</i>	
		20 FR Type A: T-01,Entry RH	2133.6 x 914.4 x 44.5mm	8		8		
5-8	3	45 FR Type A:T-05,Inter Connecting RHR	2133.6 x 914.4 x 44.5mm	80	4	11 <i>20</i>	<i>Rec'd</i>	
9		45 FR Type A:T-05,Inter Connecting RHR	2133.6 x 914.4 x 44.5mm	17	1	17	<i>Rec'd</i>	
Wooden Doors (9854/10264-6302)								
10	2	NR Type A: T-02,Bathroom LH	2133.6 x 914.4 x 44.5mm	1	1	1	<i>Rec'd</i>	
		NR Type A: T-02,Bathroom RH	2133.6 x 914.4 x 44.5mm	1		1		
	5	20 FR Type A: T-31A,Telecomm 31 LH	2133.6 x 914.4 x 44.5mm	1		1	1	
		20 FR Type A: T-31A,Telecomm 31 LHR	2133.6 x 914.4 x 44.5mm	1		1	1	
	23	20 FR Type A-42: T-116A,Storage LH	2133.6 x 1066.8 x 44.5mm	2		2	2	
	1	White Pined Doors T-301	2099 x(910+910) x 44.5mm	2		2	2	
	7	White Pined Doors T-J01	2099 x(910+910) x 44.5mm	1		1	1	
Wooden Doors (10102-6302)								
11-12	2	Closet Door,Sycamore veneered	44.5 x 2108.2 x 1062, 2D	40 <i>pt</i>	2	10 <i>20</i>	<i>Rec'd</i>	
13	1	Closet Door,Walnut veneered	44.5 x 2108.2 x 1062, 2D	5 <i>pt</i>	1	5	<i>Rec'd</i>	
	2	Closet Door,Sycamore veneered	44.5 x 2108.2 x 1062, 2D	15 <i>pt</i>		15		
14	1	Closet Door,Walnut veneered	44.5 x 2108.2 x 1062, 2D	7 <i>pt</i>	1	7	<i>Rec'd</i>	
	2	Closet Door,Sycamore veneered	44.5 x 2108.2 x 1062, 2D	9 <i>pt</i>		9		
Total		Wooden Doors	NW 18800 Kgs., GW 19300 Kgs.	259 pcs/set		Packed in 14 pallets		

295 pcs

SOUTH CHINA TIMBER INDUSTRY, LTD.

Rec'd 74 Pts
259 Pcs @ sets
12.04.08

AMI Hospitality LLC
200ARC081001
TURNBERRY TOWER LAS VEGAS, NV
VENEER CLOSET DOORS 12/20/2008

CONTROL NO 2525652

APP. DATE 12/09/2008 7AM***

KRISDA INC.
 960 E. WALNUT STREET
 CARSON, CA 90746
 TEL: (310)886-0202 FAX: (310)886-0217

APM TERMINAL (MAERSK)
 2500 NAVY WAY
 R TERMINAL ISLAND, CA. 90731
 O M

ARCHITECTURAL MATERIAL
 4030 INDUSTRIAL CENTER DR.#500
 T N.LAS VEGAS, NV. 89030
 O T: (702)644-9039 F: (702)644-7146

CONTAINER NO SEAU7859060 / 40DR
 CHASSIS NO ~~APMZ~~
 SEAL NO 5470104

DRIVER LOPE JONES
 TIME ARRIVED
 TIME STARTED
 TIME DEPARTED

FAILURE TO PAY BILLED CHARGES MAY RESULT IN A LIEN ON FUTURE SHIPMENTS

BILL OF LADING/BOOKING MAEU527003696
 VESSEL/VOYAGE MAERSK KOKURA 810
 IT NO

QUANTITY 15
 DESCRIPTION WOODEN DOORS
 WEIGHT 42549.00 LBS

SHIPPER'S CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT.
 Signature

RECEIVED IN GOOD CONDITION EXCEPT AS NOTED
 CONSIGNEE Scott Dawey DATE 12-9-08

AMI Hospitality LLC
 200ARC081001
 TURNBERRY TOWER LAS VEGAS, NV
 VENEER CLOSET DOORS 12/20/2008

S # 24

SOUTH CHINA TIMBER INDUSTRY, LTD.

No.28, Ave Gongye Dadao, Dist Xinhui, Jiangmen 529100, Guangdong, China

PACKING LIST (ORIGINAL)

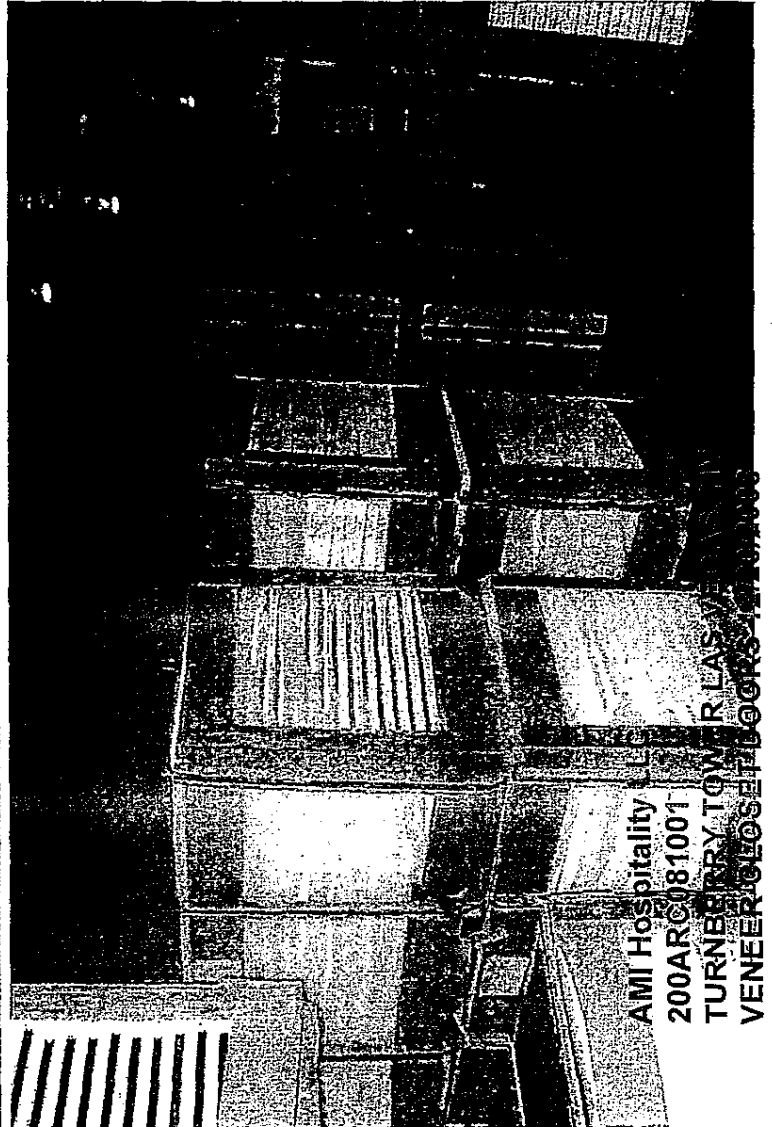
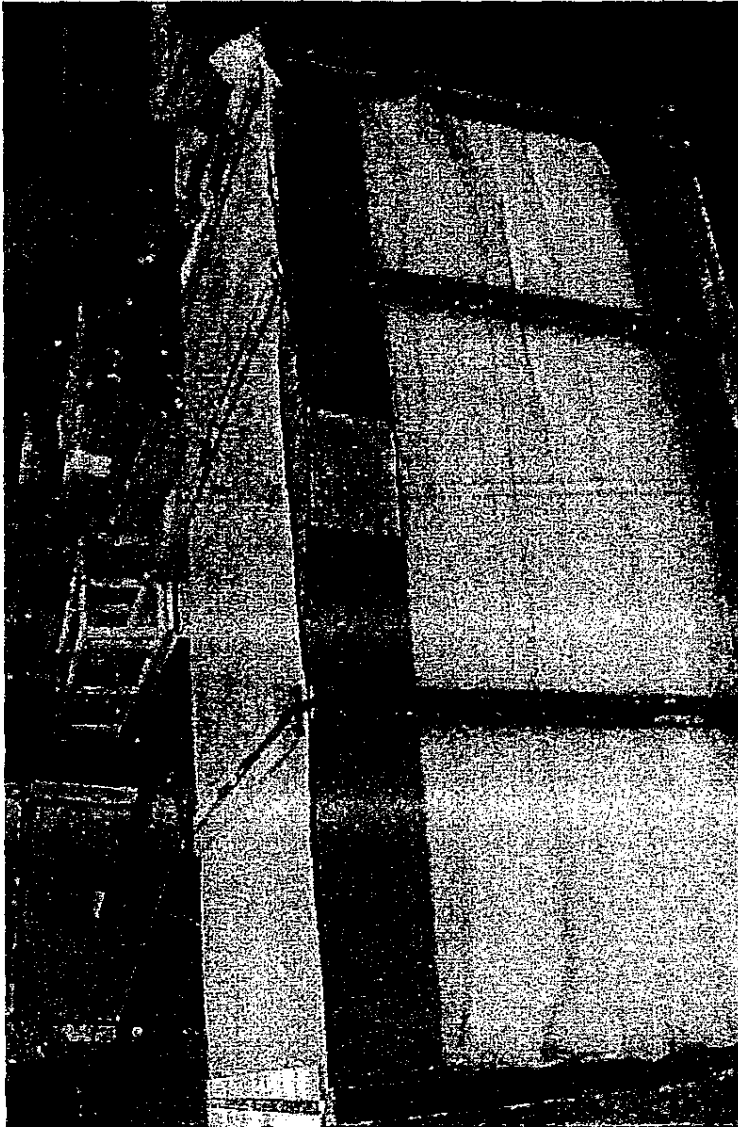
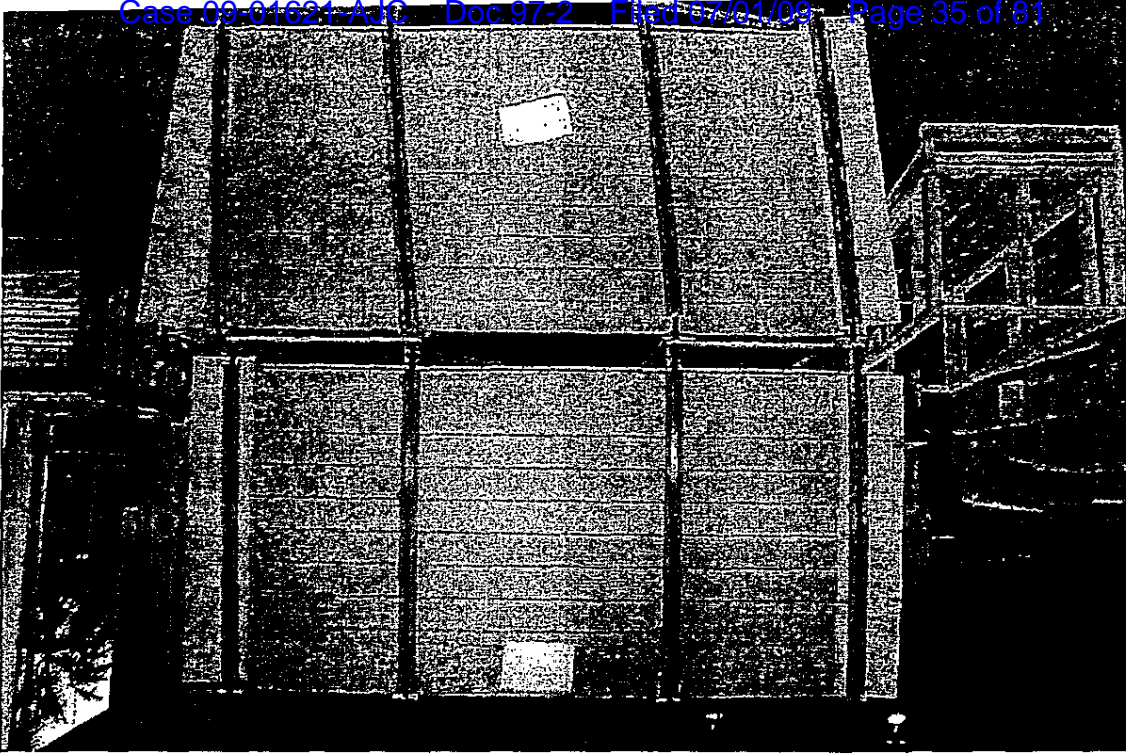
Consignee: Architectural Materials, LLC., USA
 4030 Industrial Center Dr Suite 500 LAS VEGAS, NV 89030 USA
 Tel: +248-427-9230; Fax: +248-427-9231
 Shipped: From JIANGMEN, China to LAS VEGAS, USA

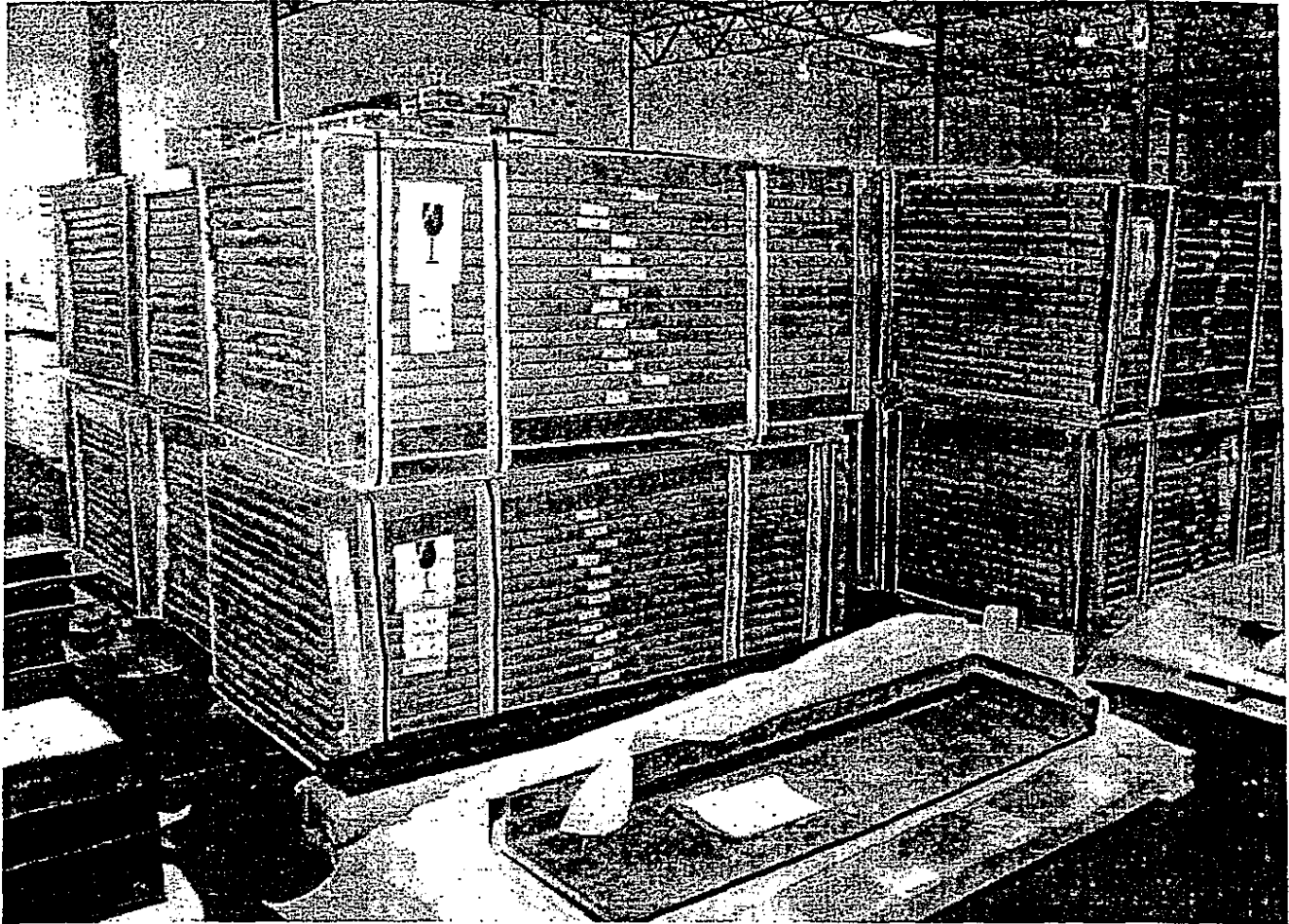
Date: NOV.30, 2008
 Inv.#SCT-081130
 P.O.: 9854/10112/10264 - 6302
 Container No: POCU 1078915(40)

Pallet No.	type	Description	Dimension (mm)	Quantity		
				pc	pallet	pc/pallet
Wooden Doors (9854-6302)						
1-2	1	20 FR Type A: T-01,Entry LH	2133.6 x 914.4 x 44.5mm	40	2	20
3		20 FR Type A: T-01,Entry RH	2133.6 x 914.4 x 44.5mm	20	1	20
4		20 FR Type A: T-01,Entry RH	2133.6 x 914.4 x 44.5mm	2	1	2
	20 FR Type A: T-01,Entry LH	2133.6 x 914.4 x 44.5mm	18	18		
5-6	2	NR Type A: T-02,Bathroom LH	2133.6 x 914.4 x 44.5mm	40	2	20
7		NR Type A: T-02,Bathroom RH	2133.6 x 914.4 x 44.5mm	20	1	20
9	17	20 FR Type F: T-94A, (P.E.Lobby, pair)	2099 x 1219.2 x 44.5mm	12	1 pair	12
	20	20 FR Type F: T-104A, (P.E. Lobby, pair)	2099 x 1219.2 x 44.5mm	8		8
Wooden Doors (10264-6302)						
8	6	White Pined Doors T-307, BED RM	2286 x 1295 x 44.5mm	14	1	14
10	17	White Pined Doors T-C05	2108 x (554+554) x 44.5mm	12	1	12
	18	White Pined Doors T-C06 LH	2108 x 910 x 44.5mm	5		5
Wooden Doors (10102-6302)						
11-12	2	Closet Door,Sycamore veneered	44.5 x 2108.2 x 1062, 2D	40	2	20
13-14	1	Closet Door,Walnut veneered	44.5 x 2108.2 x 1062, 2D	40	2	20
15		Closet Door,Walnut veneered	44.5 x 2108.2 x 1062, 2D	9	1	9
	2	Closet Door,Sycamore veneered	44.5 x 2108.2 x 1062, 2D	11		11
Total		Wooden Doors	NW 18,800 Kgs., GW 19300 Kgs.	291 pcs/set	Packed in 15 pallets	

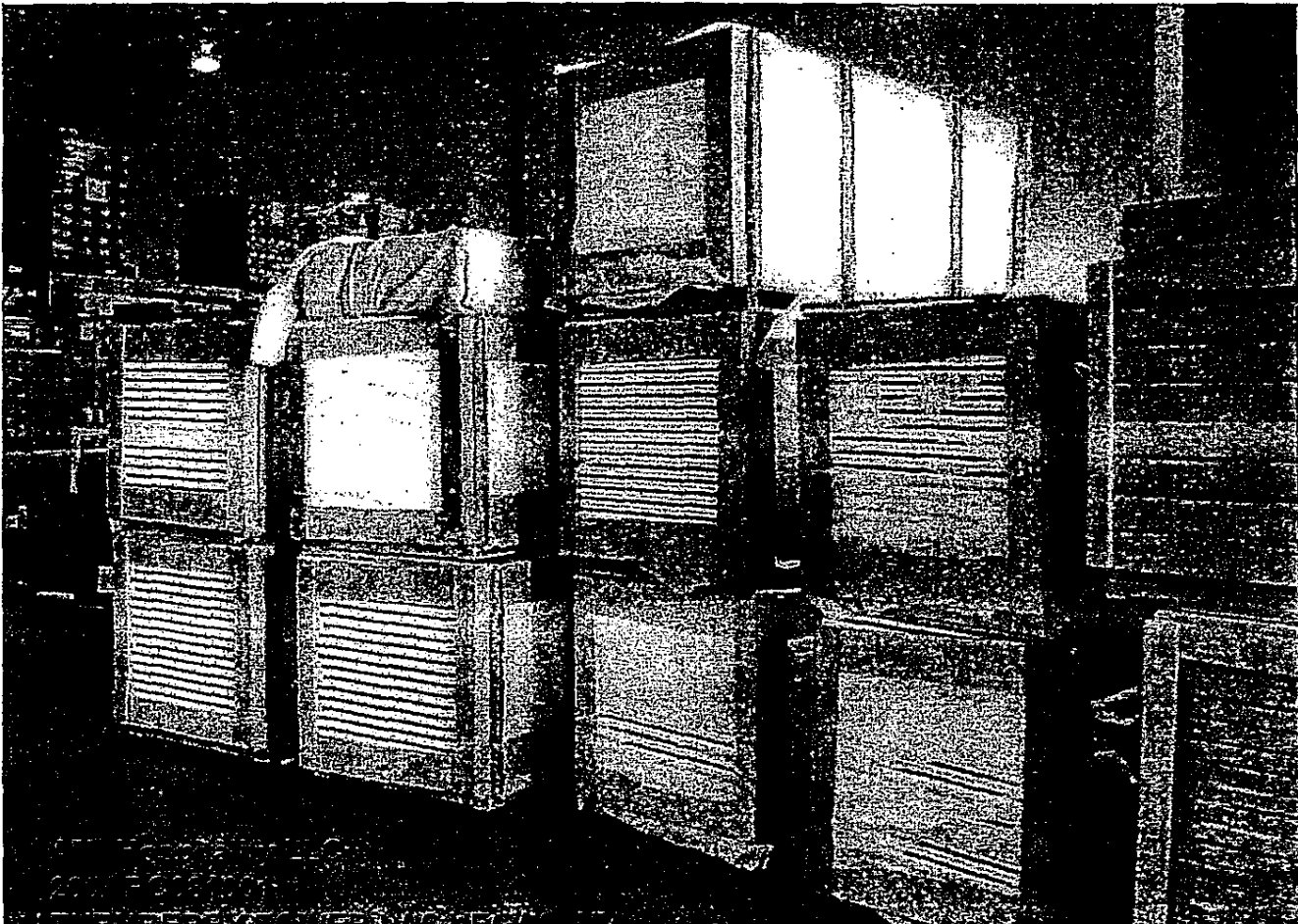
SOUTH CHINA TIMBER INDUSTRY, LTD.

AMI Hospitality LLC
 200ARC081001
 TURNBERRY TOWER LAS VEGAS, NV
 VENEER CLOSET DOORS 12/20/2008





AMI Hospital
200 ARC081
TURNBERG, LAS VEGAS, NV
VENEER CLOSET DOORS 12/20/2008



TURNBERRY TOWER LAG VEGAS, NV
VENEER CLOSET DOORS 12/20/2008

**NANHAI ANIMAL BY—PRODUCTS IMP & EXP COMPANY
LIMITED OF GUANGDONG**

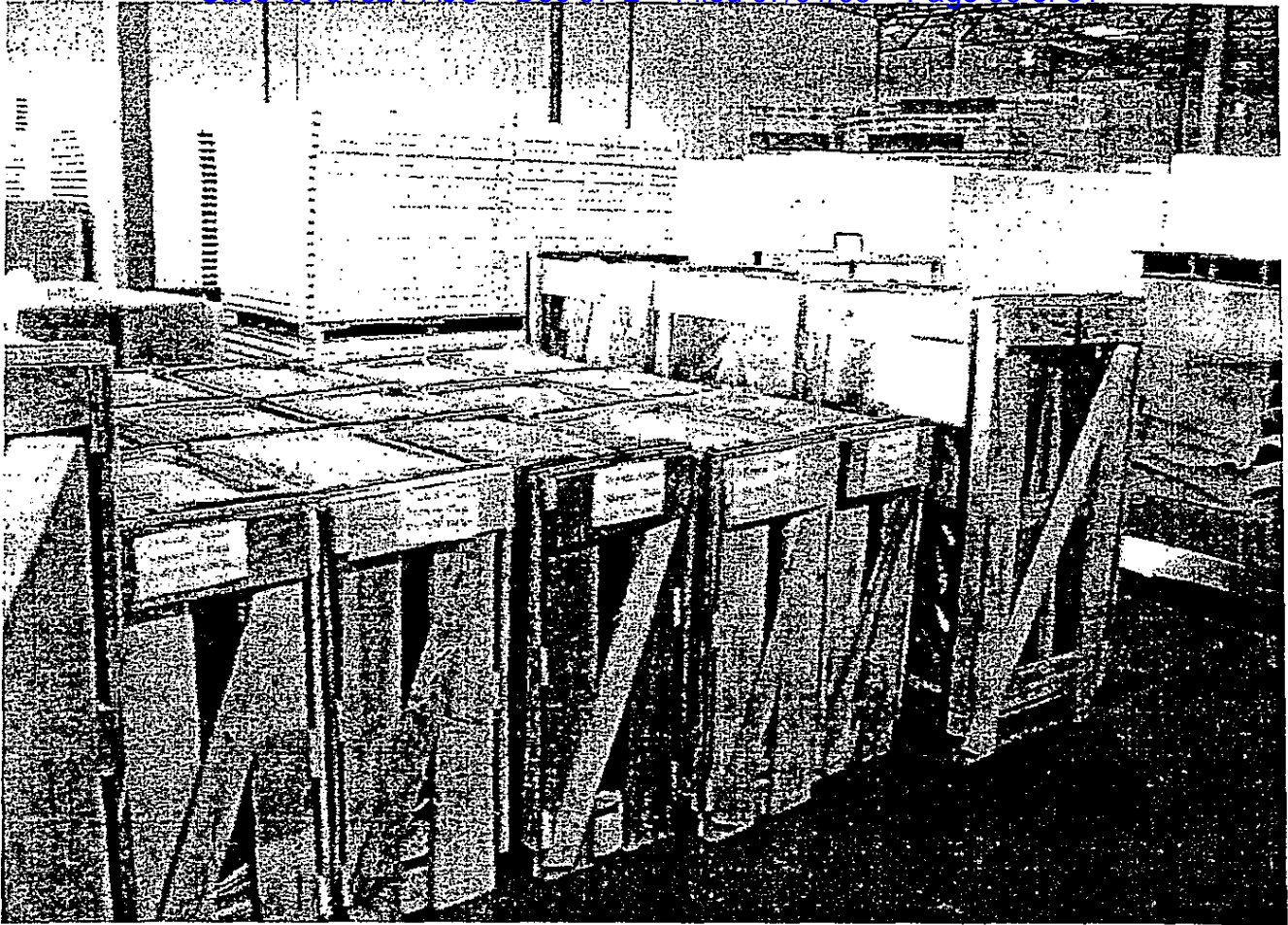
PACKING LIST

Architectural Materials
(dba: AMI Hospitality LLC)
4775 W. Teco Avenue #130
Las Vegas, NV 89118
(702) 644-9039
(702) 644-7146

ORIGINAL
DATE: Nov.25.2008

DESCRIPTION OF GOODS	QUANTITY (PCS)	PCS/CTN	QUANTIT Y (CTNS)	G/W (KGS)	N/W (KGS)
DFSU400816/EMCCZZ7388	TEMPERED GLASS DOOR SETS				
2247x1197x10mm ✓	90	30	3	5930	5810
1911x838x10mm ✓	211	30	7	8052	7772
2247x1197x10mm ✓	10	30	1	696	646
1911x838x10mm ✓	10			384	384
152x2247x10mm ✓	10			82	82
159x2247x10mm ✓	481	78	1	709	669
159x2247x10mm ✓		100	1	897	857
159x2247x10mm ✓		150	1	1326	1286
159x2247x10mm ✓		153	1	1352	1312
TOTAL:	812		15	19428	18818
EMCU1176835/EMCCXF5108					
2247x1197x10mm ✓	240	30	8	15812	15492
1911x838x10mm ✓	60	30	2	2386	2306
600X1800X8mm	2	2	1	55	52
AMI Hospitality LLC Turnkey Boxes 200ARC081001	1000	200	5	195	185

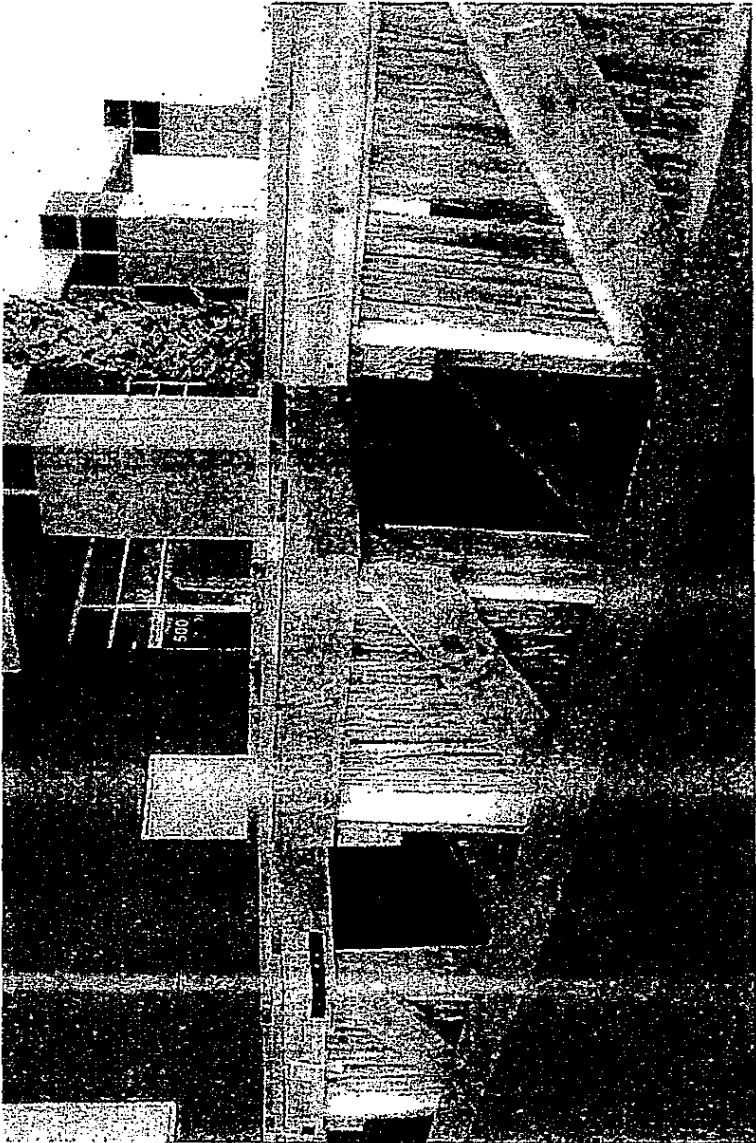
Typical Glass Shower Units
December 2008



December 2008



Typical number of benches
100





14760 Don Julton rd. City of Industry, Ca. 91746
 PH: (626) 968-7507 • FAX: (626) 968-8629

PACKING SLIP
 COPY

Sales Order Number: 17932
 Sales Order Date: 01/28/08
 Page: 1

Sold 2574
 To: AMI HOSPITALITY LLC
 BRETT W.
 4775 W. TECO., STE 130
 LAS VEGAS, NV 89118
 Ph: 702-227-7150
 Fax: 702-367-8729

Ship To: AMI HOSPITALITY LLC
 BRETT W.
 4030 Industrial Center Dr
 LAS VEGAS, NV 89030

Rack No. 16
 Ship Via TRUCK DELIVERY
 Ship Date 12-02-08
 Terms JOINT CHECK AGREEMENT

P.O. Number 10598-6302 BW
 Job Name
 SalesPerson In House Accounts
 In House Proc Amer Javaid
 Ref.Quote

Shipping Notes

Received by: _____ Print Name: _____ Date: _____
 Pri Driver: _____

Item#	Thickness	Description	Quantity Ordered	Quantity To Ship	Measure Unit	Total SQ/FT
		Finish: Polish Chrome Plate 6063-T5 alloy				
①		MISC EXT 48-3/16" Long Aluminum Shelf ✓	2,407	60	EA	Rec'd -
2		MISC EXT 32" Long Aluminum Shelf	62		EA	
3		MISC EXT 36" Long Aluminum Shelf	60		EA	
4		MISC SUP (2) countersunk hole per shelf for 10M screw screw not included	5,058			
5		EXPEDITE EXPEDITE	1			

ANY QUESTION CALL AAMER JAVAID, THANKS

*Rec'd - 1 Pt L.O.P.S
 12-02-08*

*** FYI, the price increase has been DELAY until futher notice ***

Conditions of Sale. Claims for damages resulting from delays or use of defective materials will not be allowed. No credit allowed for materials. Customers must inspect all goods within 48 hours and report any claims within 3 days after receipt of goods. No goods may be returned without permission in writing. All agreements are subject to the accident, material shortage or any other cause beyond our control. Our liability applies to replacement of materials only. No labor or other charges will be the responsibility of PRL Glass Systems. Customer understands and agrees that any claims through Attorneys, Collector Agencies, etc. will result in a 10% surcharge to full invoice. A finance charge of 1-1/2% per month will be charged on past due accounts (18% annually)

AMI Hospitality LLC
 Turnberry Tower
 200ARC081001
 Typical Mirrors & Shelves



AMI Hospital, LLC
Turnberry Tower
200A PC001001
Typical Mirrors & Shelves



上海林南家具有限公司
Shanghai Etna Furniture Co., Ltd

4th floor, Wuzhong Business Centre, No 1099, Wuzhong RD, Minhang District, Shanghai, China, 201103
Tel: 86-21-61130808 Fax: 86-21-61130870

COMMERCIAL INVOICE

Client: AMI Hospitality, LLC

Invoice No.: ETNA-09USA01-080403-4

Address: 030 Industrial Center DR # 500

Date: Nov 11th, 2008

City: Las Vegas, NV 89030

PO # 10136
Release 3 A (2 Floors)

Phone: 702-644-9039 Fax: 702-644-7146

Marks & Nos.	Item	Product Descriptions	QTY PCS	Unit Price US\$	Total Sales Amount US\$
	1	2.0 Windows Valance(1)	46	US\$197.56	US\$9,087.76
	2	3.0TV shelf	2	US\$39.79	US\$79.58
	3	4.0 Niche Shelves A shelf	18	US\$102.61	US\$1,846.98
	4	4.1 Niche Shelves B,C left leg	8	US\$104.02	US\$832.16
	5	4.1Niche Shelves D Right Leg	10	US\$104.02	US\$1,040.20
	6	A/5.1 Cove Soffit	2	US\$318.37	US\$636.74
	7	B/5.1 Cove Soffit Right	12	US\$401.26	US\$4,815.12
	8	B/5.1 Cove Soffit Left	8	US\$401.26	US\$3,210.08
	9	C/5.1 Cove Soffit	4	US\$187.07	US\$748.28
	10	D/5.2 Cove Soffit	2	US\$293.40	US\$586.80
	11	5.2 Cove Soffit CH-7E	4	US\$345.10	US\$1,380.40
	12	5.2 Cove Soffit CH-8/CH-9/CH-10E	6	US\$421.36	US\$2,528.16
	14	6.0 Niche Cove	38	US\$126.31	US\$4,799.78
	15	7.0 Top Valance@sliding door	2	US\$173.52	US\$347.04
NM	16	7.1Top Valance@sliding door Right	18	US\$167.10	US\$3,007.80
	17	7.1Top Valance@sliding door Left		US\$167.10	
	18	7.1 Top Valance@sliding door Both		US\$167.10	
	19	A/8.0 Head Board	12	US\$71.87	US\$862.44
	20	B/8.0 Head Board	20	US\$114.67	US\$2,293.40
	21	C/8.0 Head Board	2	US\$153.86	US\$307.72
	22	D/8.0 Head Board	2	US\$131.48	US\$262.96
	23	9.0 Cove @ Corridors	16	US\$401.55	US\$6,424.80
	24	10.0 L Angle moulding	36	US\$71.81	US\$2,585.16
	25	11.0 Desk Unit	10	US\$966.24	US\$9,662.40
	26	12.0 AOA Desk	1	US\$990.06	US\$990.06
	27	13.0Door Jamb	4	US\$77.89	US\$311.56
	28	14.0 Uplift Niche Shelving(521/2"lg)	18	US\$151.07	US\$2,719.26
	29	14.0 Uplift Niche Shelving(481/2"lg)	2	US\$146.46	US\$292.92
	30	D/14.0 Uplift Niche Shelving	2	US\$101.96	US\$203.92
	30	U&L Cleats	391	US\$5.00	US\$1,955.00
	31	TOTAL FOB SHANGHAI	696		US\$63,818.48

*10 floors Condo
Millwork.*

PACKING:PACKED WITH CTNS

TOTAL:\$63818.48(SAY TOTAL SIXTY THREE THOUSAND EIGHT HUNDRED AND EIGHTEEN

PER POINT FORTY EIGHT ONLY)

MATERIAL:MDF BIRCH JUST FOR HOTEL PROJECT

AMI Hospitality LLC
Turnberry Tower
200ARC081001
Millwork, Desks and Valances
December 2008



上海林南家具有限公司
Shanghai Etna Furniture Co., Ltd

4th floor, Wuzhong Business Centre, No 1089, Wuzhong RD, Minhang District, Shanghai, China, 201103

Tel: 86-21-61130808 Fax: 86-21-61130670

PACKING LIST

TO: AMI Hospitality, LLC

Invoice No.: ETNA-09USA01-080403-6

4030 Industrial Center DR # 500

Date: Nov 16th, 2008

N. Las Vegas, NV 89030

PO #: 10136

P: 702-644-9039 F: 702-644-7146

4 th shipment (5 floors)

Marks & Nos.	Item	Product Descriptions	QTY PCS	Total N/W(KG)	Total G/W(KG)	Total CBM	Package Number
	1	2.0 Windows Valance(1)	116	1592	1733	12.86	55
	2	3.0TV shelf	5	40	44	0.18	2
	3	4.0 Niche Shelves A shelf	45	432	456	4.37	12
	4	4.1 Niche Shelves B,C left leg	20	128	136	0.88	4
	5	4.1 Niche Shelves D Right Leg	25	160	170	1.09	5
	6	A/5.1 Cove Soffit	5	174	180	1.19	3
	7	B/5.1 Cove Soffit Right	30	570	600	5.20	15
	8	B/5.1 Cove Soffit Left	20	380	400	3.47	10
	9	C/5.1 Cove Soffit	10	180	190	1.08	5
	10	D/5.2 Cove Soffit	5	126	135	1.12	3
	11	5.2 Cove Soffit CH-7E	10	160	170	1.50	5
	12	5.2 Cove Soffit CH-8/CH-9/CH-10E	15	619	653	3.77	15
	13	6.0 Niche Cove	95	864	912	5.88	24
	14	7.0 Top Valance@sliding door	5	56	60	0.60	2
	15	7.1 Top Valance@sliding door Right	45	585	615	3.75	15
	16	7.1 Top Valance@sliding door Left		546	574	3.50	14
	17	7.1 Top Valance@sliding door Both		52	56	0.50	2
	18	A/8.0 Head Board	30	140	150	1.13	5
	19	B/8.0 Head Board	50	390	429	4.87	13
	20	C/8.0 Head Board	5	43	46	0.31	1
	21	D/8.0 Head Board	5	72	76	0.60	2
	22	9.0 Cove @ Corndors	40	740	780	5.98	20
	23	10.0 L Angle moulding	90	125	135	0.93	5
	24	11.0 Desk Unit	10	737	801	7.99	28
	25	12.0 AOA Desk	1	99	108	1.13	4
	26	13.0 Door Jamb	10	75	79	0.36	2
	27	14.0 Uplift Niche Shelving(52 1/2"lg)	45	480	516	3.05	12
	28	14.0 Uplift Niche Shelving(48 1/2"lg)	5	74	80	0.48	2
	29	D/14.0 Uplift Niche Shelving	5	160	186	0.56	4
	30	U&L Cleats	976	1220	1322	5.50	51
	31	TOTAL FOB SHANGHAI	1723	11019	11792	83.81	340

PACKING: PACKED WITH CTNS

TOTAL: 340 CTNS(SAY TOTAL THREE HUNDRED AND FORTY CTNS ONLY)

AMI Hospitality LLC
Turnberry Tower
200ARC081001
Millwork, Desks and Valances
December 2008

20	7.1滑门门顶	松江	7.1Top Valance@sliding door Right	5	2
21	7.1滑门门顶	松江	7.1Top Valance@sliding door Left	45	15
22	7.1滑门门顶	松江	7.1 Top Valance@sliding door Both	40	14
23	8.0床头板上部	松江	D/8.0 Head Board	5	2
24		松江	B/8.0 Head Board	50	13
25		松江	A/8.0 Head Board	30	5
26		松江	C/8.0 Head Board	5	1
27	9.0走廊执行背面	松江	9.0 Cove @ Corridors	40	20
28	10.0 L型转角	松江	10.0 L Angle moulding	450	5
29	11.0 书桌	松江	11.0 Desk Unit	10	5
30		松江	11.0 Desk Unit	10	10
31		松江	11.0 Desk Unit	10	10
32		松江	11.0 Desk Unit	10	3
33	12.0书桌	松江	12.0AOA DESK	1	1
34		松江	12.0AOA DESK	1	1
35		松江	12.0AOA DESK	1	1
36		松江	12.0AOA DESK	1	1
37	13.0 移门挡条	松江	13.0Door Jamb	10件板	1
38		松江	13.0Door Jamb	10件板	1
39	14.0 挂台	松江	14.0 Uplit Niche Shelving(521/2"lg)	45	12
40	14.0 挂台	松江	14.0 Uplit Niche Shelving(481/2"lg)	5	2
41	14.0 挂台	松江	D/14.0 Uplit Niche Shelving	5	2
42	14.0 挂台	松江	14.0 Uplit Niche Shelving	50	2
43	连接条L	松江	L Cleats	300	15
44	连接条U1	松江	U1 Cleats	190	10
45	连接条U2	松江	U2 Cleats	440	22
46	连接条U3	松江	U3 Cleats	20	2
47	连接条U4	松江	U4 Cleats	22	2
合计					包装箱数: 340

业务审核: 财务: 总裁: () 万以上需总裁签字确认)

总毛重 11792

总净重 11019

出口货物: 总体积数: 83.81

备注: 每批货物发出后, 特送货单传公司

AMJ Hospitality LLC

Turnberry Tower

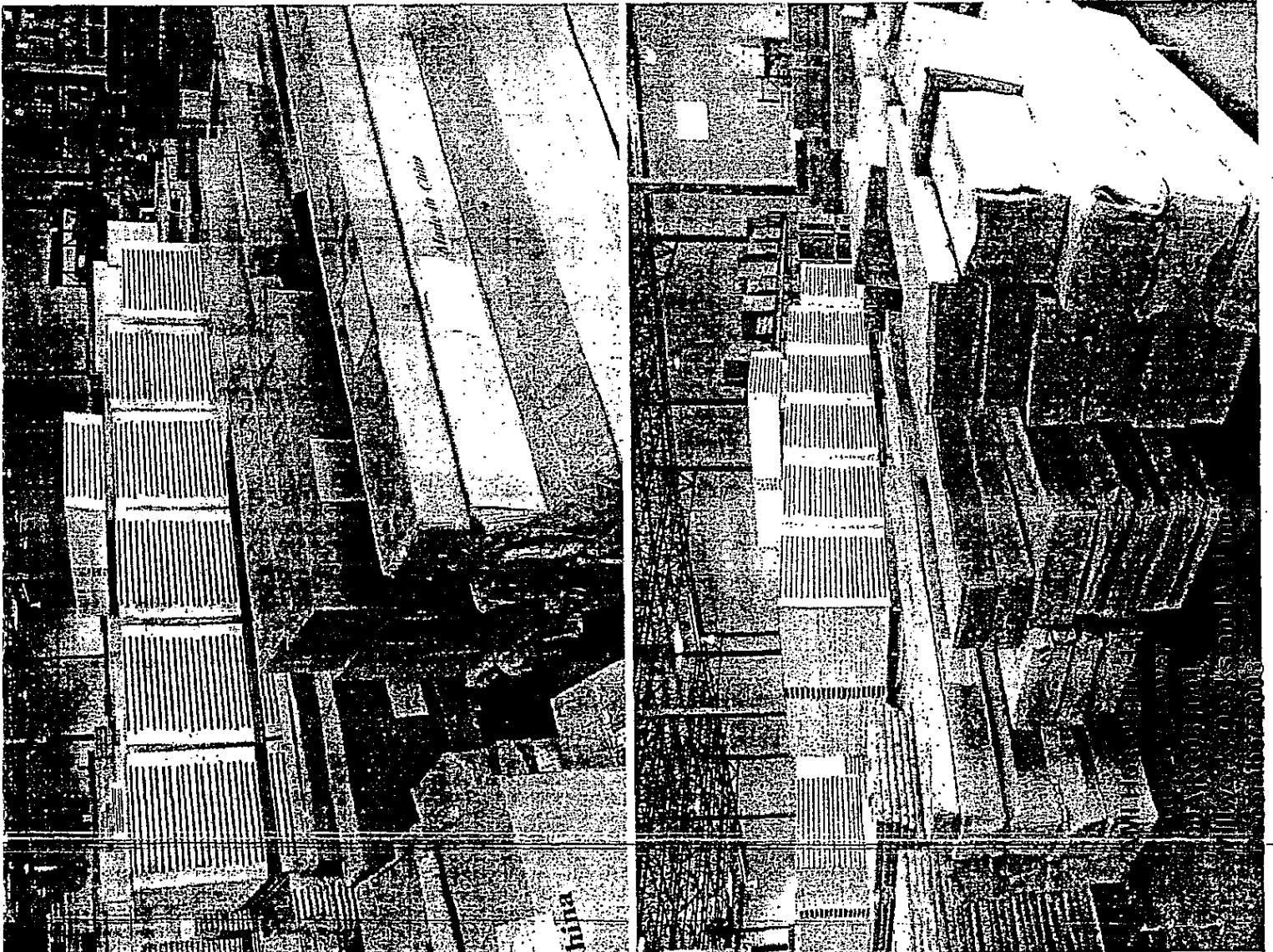
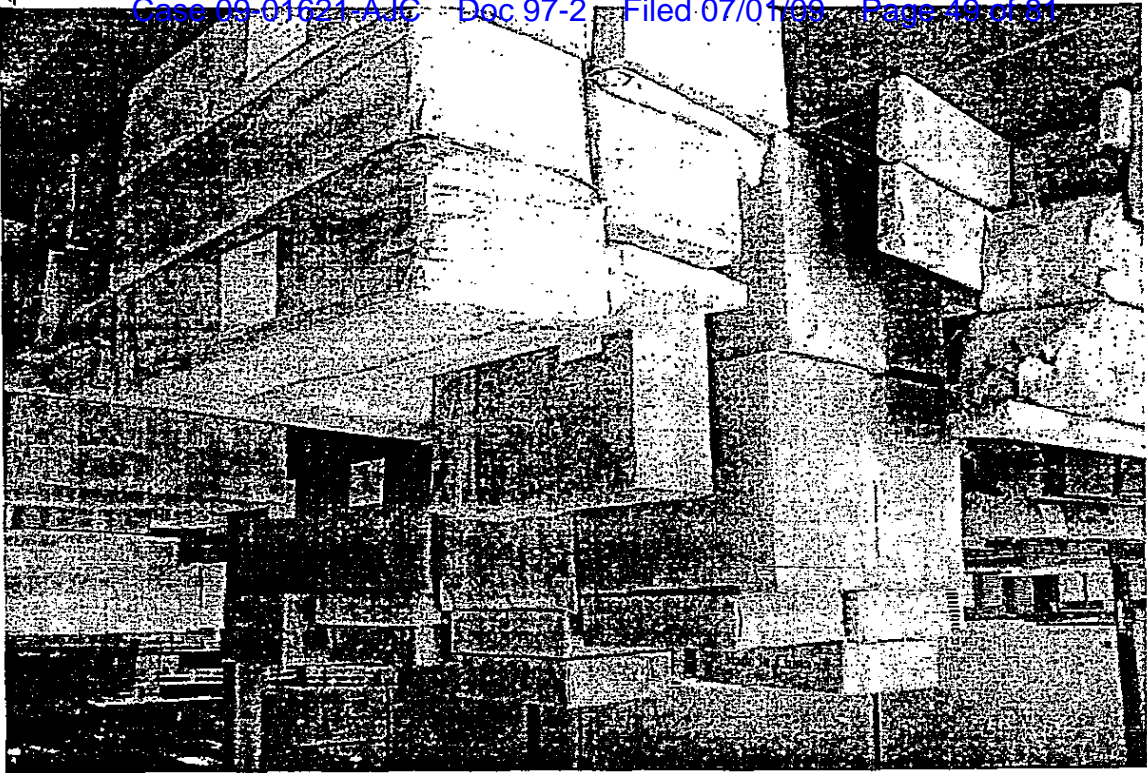
200ARC08100

Millwork, Desks and Valances

December 2008



AMI Hospitality
Lumberry, Iowa
200ARC08-1000
Millwork, D&S's
December 2008



Shipper No: 9249
 Carrier No: _____

ORIGINAL - NOT NEGOTIABLE

Fruitt

Date: 12/10/2008

TO: Consignee AMI Hospitality		FROM: Shipper Down River LLC.	
Street 4030 Industrial Center Dr. Ste. 500		Street 3090 Memorial Dr.	
Destination North Las Vegas, NV.	Zip Code 89030	Origin Klamath Falls, OR.	Zip Code 97604
Route		Vehicle Number	EMERGENCY RESPONSE PHONE NO.

No. of Shipping Units	Truck/Packaging Description of Articles Special Marks and Conditions	Weight (Net or Gross)	Rate	CHARGES (For Order US \$)
2	BOARDS OF SHEETS OF FLAT GROUND WOOD Please see attached pack list for parts break down	39,206		
	Truck# 352 Trailer# 234 SO7044			
	PICTURES - 7-14			

PAY TO: ADDRESS PAY TO: ADDRESS	COD	Collect Fee PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/>
------------------------------------	------------	---

The shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's bill". Shipper's Imprint in lieu of stamp; not part of bill of lading approved by the Interstate Commerce Commission.	NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding: \$ _____ Per _____	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. _____ (Signature of Consignor)	TOTAL CHARGES \$ FREIGHT CHARGES X Freight prepaid Collect
--	--	--	--

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, in on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property, over all or any portion of said route to destination and as to each party at any time interested in all or any of said property, that every service to be performed under shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns. This is to certify that the above named materials are properly classified, marked, packaged, and labeled and is in proper condition for transportation, according to the applicable regulations of the Department of Transportation. Mark with "X" or "RQ" if appropriate to designate hazardous materials or other special handling conditions. Department of Transportation Regulations governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201(a) (1) (III) of Title 49, Code of Federal Regulations. Also, when shipping hazardous materials, the shipper's certification statement prescribed in 172.204 (a) of the Department of Transportation Regulations indicated on the bill of lading, unless a specific exception from this requirement is provided in the Regulations for a particular material.

SHIPPER: Down River LLC 001	CARRIER: Fruitt	DATE: 12-10-08
SHIPPER: South Coast Packs and Hardware	PER: [Signature]	

December 2008

Unit	Part	Description	Needed	Length	Width	Shipped
CH02A	CH02A15	Door LHR	40	93	25.5	40
CH02A	CH02A15	Door RHR	40	93	25.5	40
CH02BACC	CH02BACC07	Cabinet	3	44	9.5	2
CH03B	CH03B07	Cabinet	19	66	13.5	12
CH03B	CH03B15	Door LHR	19	91.5	20	16
CH03B	CH03B15	Door RHR	19	91.5	20	16
CH03B	CH03B23	Divider	19	96	29.5	19
CH03B	CH03B24	Divider Face	19	96	3	19
CH04A	CH04A15	Door LHR	10	93	25.5	10
CH04A	CH04A15	Door RHR	10	93	25.5	10
CH06A	CH06A15	Door LHR	30	93	25.5	30
CH06A	CH06A15	Door RHR	30	93	25.5	30
CH06B	CH06B07	Cabinet	30	66	9.5	15
CH07A	CH07A15	Door LHR	10	93	25.5	10
CH07A	CH07A15	Door RHR	10	93	25.5	10
CH08	CH08-15	Door LHR	10	93	25.5	10
CH08	CH08-15	Door RHR	10	93	25.5	10

Weight

18027.3125

16545.38

AMI Hospitality LLC
Turnberry Tower
200ARC081001
Closet Packs and Hardware
December 2008

TownSteel Inc.

Packing List

707 N. Barranca Ave., Bldg. #6, Covina, CA 91723
 Tel: (626) 858-5080 Fax: (626) 858-3393

No: T9826-6491

Ship To:

AMI Hospitality, LLC
 4030 Industrial Center Drive
 Las Vegas, NV 89030

Bill To:

Architectural Materials, LLC
 14074 Trade Center Dr.
 Suite 212
 Fishers, IN 46038

Date: Nov 12, 2008

Customer I.D.	Purchase Order No.	Ship Date	Ship Via	Reference	Page
Arch	10638-6302RD	Nov 12, 2008	Central Freight (FQ)		2
Item	Description	Qty. Ordered	Qty. Shipped	Qty. B/O	
	<p>drawn and requested by AMI Hospitality. The accuracy of those dimensions are the sole responsibility of AMI Hospitality. TownSteel is only responsible for the quality of workmanship.</p> <p>10/9/08 Bertt sent revised drawing to modify tooling.</p>				

AMI Hospitality LLC
 Packed by: Tower
 200ARC081001

Closest Packs and Hardware
 December 2008

Number Of Boxes:

Number Of Skids:

I ownSteel Inc.

707 N. Barranca Ave., Bldg. #6, Covina, CA 91723
 Tel: (626) 858-5080 Fax: (626) 858-3393

Packing List

No: T9529-6554

Ship To:

AMI HOSPITALITY, LLC
 4030 Industrial Center Drive
 Suite 500
 Las Vegas, NV 89030

Bill To:

Architectural Materials, LLC
 14074 Trade Center Dr.
 Suite 212
 Fishers, IN 46038

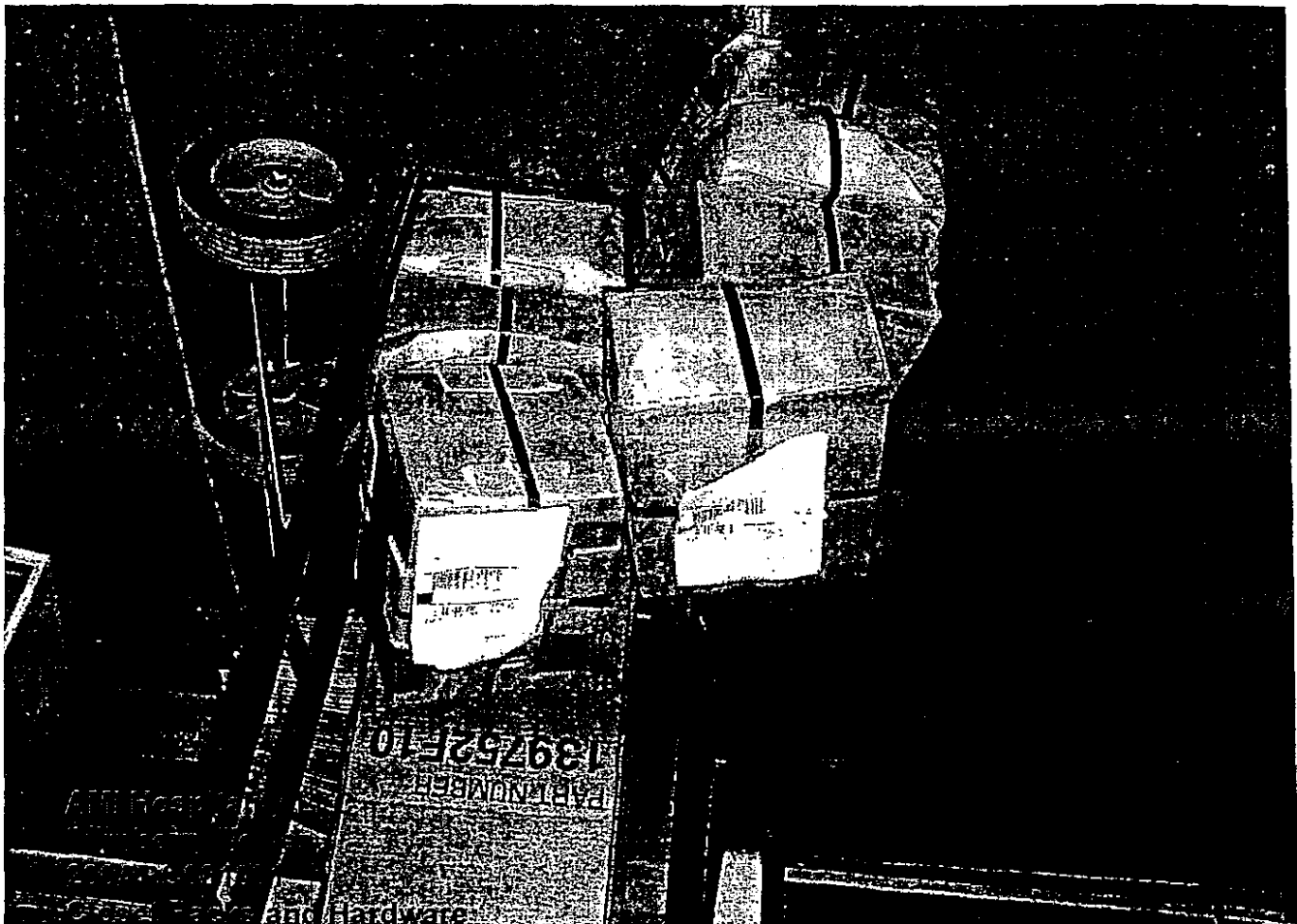
Date: Nov 12, 2008

Customer I.D.	Purchase Order No.	Ship Date	Ship Via	Reference	Page
Arch	10667-6302DO	Nov 12, 2008	Central Freight (FQ)		1
Item	Description	Qty. Ordered	Qty. Shipped	Qty. B/O	
TDP-16-US32	Door Pull, 16", US32, Single, 1" Diameter Tubing, for Standard 1" Thick Door, with ? mm Screw Bolt, (Due: 700 pcs on 12/5/08; 1,300 pcs on 1/19/09)	2,000		2,000	
TDP-16-US32 ✓	Door Pull, 16", US32, Single, 1" Diameter Tubing, for Standard 1" Thick Door, with ? mm Screw Bolt, (Due: 11/12/08 Air Freight)	600	600		
TDP-09-US32	Door Pull, 9", US32, Single, 1/2" Diameter Tubing, for 1 1/8" Thick Drawer Faces, with ? mm Screw Bolt, (Due: 800 pcs. on 12/05/08; 1,400 pcs. on 1/09/09)	2,200		2,200	
TDP-09-US32 ✓	Door Pull, 9", US32, Single, 1/2" Diameter Tubing, for 1 1/8" Thick Drawer Faces, with ? mm Screw Bolt (Due: 11/12/08 Air Freight)	600	600		
MISC	Air Freight: TDP-09 600 pcs., TDP-16 600 pcs. (ETA around 11/12/08)	1	1		
	For Condo Closet				
	Delivery: Make appointment 24 hours before delivery by calling (702)644-7146. Office hours 8 am to 5:30 pm (No deliveries between 12:00pm to 1:30 pm unless pre-arranged)				

AMI Hospitality LLC
 Patrick Barry Tower
 200ARC081001
 Closet Packs and Hardware
 December 2008

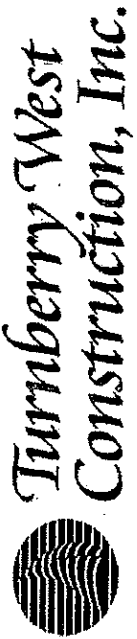
Number Of Boxes: *12*
 Number Of Skids: *1*

Cherubsky Wilson
11/13/08



December 2008

OFFSITE STORED MATERIALS



PROJECT: FONTAINEBLEAU LAS VEGAS
 TOWER 10-200
 ADDRESS: 2755 South Las Vegas Blvd.

STORED MATERIALS STATEMENT NO. 2
 REQUISITION NO. 25
 Period Ending: 12/31/2008

ITEM NO.	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
1	ASI Sculptured Panels primed	2901 Meade Ave. Las Vegas, NV 89102	Architectural Systems	\$ 69,024.00			\$ 11,504.00	\$ 57,520.00
Subtotal:				\$ 69,024.00	\$ -	\$ -	\$ 11,504.00	\$ 57,520.00



OFFSITE STORED MATERIALS

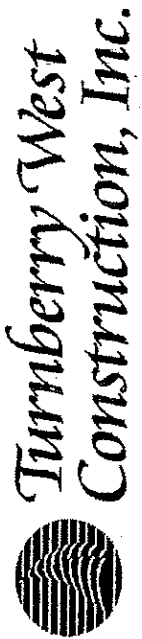


PROJECT: FOUNTAINEBLEAU LAS VEGAS
 TOWER 10-200
 ADDRESS: 2755 South Las Vegas Blvd.

STORED MATERIALS STATEMENT NO. 1
 REQUISITION NO. 25
 Period Ending: 12/31/2008

ITEM NO.	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY	
1	2CM Granite slab, Antique Brown	6025 Hauck Street Las Vegas, Nv 89118	Ital Stone (Transfer from Cadillac)			315,999.31	\$ 15,414.30	\$ 300,585.01	
Subtotal:							\$	\$	\$
							\$	\$	\$

OFFSITE STORED MATERIALS



PROJECT: FONTAINEBLEAU LAS VEGAS
 TOWER-10-200
 ADDRESS: 2755 South Las Vegas Blvd.
 TUSCANY COLLECTION

STORED MATERIALS STATEMENT NO. 3
 REQUISITION NO. 25
 Period Ending: 12/31/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
1	10200	1470 Sq ft Nefertiti Oro Glass Mosaic	2020 Mendenthal Road N Las Vegas	Tuscany Collection	\$45,966.88				\$45,966.88
TOTAL					\$45,966.88	\$0.00	\$0.00	\$0.00	\$45,966.88



OFFSITE STORED MATERIALS

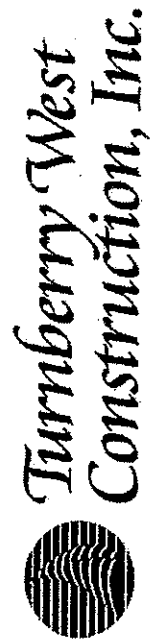


PROJECT: FOUNTAINEBLEAU LAS VEGAS
 Tower
 2755 South Las Vegas Blvd.

STORIED MATERIALS STATEMENT NO. 25
 REQUISITION NO. 25
 Period Ending: 12/31/08

ADDRESS: ITAL STONE

ITEM NO.	JOB NO.	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	OPENING INVENTORY	TRANSFERS FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
1	10200	2CM Calacatta oro marble slab	2020 Mendenhall Road N Las Vegas	559,155.30		173,476.15		732,631.45
2	10200	2CM Galala marble slab	2020 Mendenhall Road N Las Vegas	119,320.82		2,673.00		121,993.82
3	10200	12"x24" Marble Tile, Galala	2020 Mendenhall Road N Las Vegas	77,439.00				77,439.00
4	10200	2CM Marble Slab Elegant taupe	2020 Mendenhall Road N Las Vegas	41,175.00				41,175.00
5	10200	12x12 Marble Tile Elegant taupe	2020 Mendenhall Road N Las Vegas	30,840.22				30,840.22
6	10200	4"x4" Mesh mnt 12 x Elegant taupe shower floor	2020 Mendenhall Road N Las Vegas	6,800.00				6,800.00
7	10200	4"x12" Marble base Elegant taupe	2020 Mendenhall Road N Las Vegas	5,100.00				5,100.00
8	10200	4"x12" Marble base Elegant taupe w right bn	2020 Mendenhall Road N Las Vegas	850.00				850.00
9	10200	4"x12" Marble base Elegant taupe w left bn	2020 Mendenhall Road N Las Vegas	850.00				850.00
10	10200	6"x12" Marble tile, Elegant taupe	2020 Mendenhall Road N Las Vegas	54,325.00				54,325.00
11	10200	12"x24" Marble Tile, Calacatta	2020 Mendenhall Road N Las Vegas	203,710.00		282,688.07		466,398.07
12	10200	2CM Marble slab, White Carrara	2020 Mendenhall Road N Las Vegas	45,122.26				45,122.26
13	10200	2CM Granite slab, Antique Brown	2020 Mendenhall Road N Las Vegas	315,999.31			315,999.31	0.00
14	10200	6"x24" White carrara bamboo finish	2020 Mendenhall Road N Las Vegas	12,261.13				12,261.13
15	10200	12"x24" Marble tile, White carrara	2020 Mendenhall Road N Las Vegas	26,250.00				26,250.00
16	10200	2cm Marble slab, Linac	2020 Mendenhall Road N Las Vegas	13,600.08				13,600.08
17	10200	1X3 Frosty glass tile	2020 Mendenhall Road N Las Vegas	337,440.00				337,440.00
18	10200	6x12 Black pebble riverstone	2020 Mendenhall Road N Las Vegas	27,354.25				27,354.25
19	10200	4"x4" Mesh mnt 12 x Galala shower floor	2020 Mendenhall Road N Las Vegas	45,360.00				45,360.00
20	10200	4"x4" Mesh mnt 12 x Calacatta shower floor	2020 Mendenhall Road N Las Vegas	81,705.00				81,705.00
21	10200	Mirrored Glass 12"x12" Preassembled	2020 Mendenhall Road N Las Vegas	43,238.00				43,238.00
22	10200	Michael Angelo 12"x24"	2020 Mendenhall Road N Las Vegas	27,648.00				27,648.00
TOTALS				2,075,543.37		438,837.22	315,999.31	2,198,381.28



OFFSITE STORED MATERIALS

PROJECT:	FONTAINEBLEAU LAS VEGAS		SMES		STORED MATERIALS STATEMENT NO.				
ADDRESS:	TOWER	2758 South Las Vegas Blvd.		REQUISITION NO. 25	Period Ending:	12/31/08			
Container #	NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	OPENING INVENTORY	TRANSFER FROM DEPOSITS	ADDITIONS TO INVENTORY	USAGE OF INVENTORY	CLOSING INVENTORY
1	10200	MSCU6225910	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
2	10200	MSCU2157459	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
3	10200	MSCU2862720	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
4	10200	MSCU3851783	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
5	10200	MSCU2495179	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
6	10200	MSCU2437486	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
7	10200	TGHU3938014	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
8	10200	ECMU2169342	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
9	10200	CMAU1563180	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
10	10200	CMAU1566498	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	-	-	-	-	-
11	10200	FSCU7461657	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	11,858.66	-	-	11,858.66	-
12	10200	CAXU6929820	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,625.52	-	-	24,625.52	-
13	10200	GLDU2566978	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,704.40	-	-	23,704.40	23,704.40
14	10200	ECMU1211730	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,081.36	-	-	24,081.36	24,081.36
15	10200	GLDU3495940	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,381.56	-	-	24,381.56	24,381.56
16	10200	GLDU5054778	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,425.64	-	-	24,425.64	24,425.64
17	10200	ZIMU2542268	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	25,035.16	-	-	25,035.16	25,035.16
18	10200	CRSU1077889	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,147.48	-	-	24,147.48	24,147.48
19	10200	ZIMU2546514	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,324.56	-	-	24,324.56	24,324.56
20	10200	GLDU5226861	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,405.12	-	-	24,405.12	24,405.12
21	10200	ZIMU2543963	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,653.48	-	-	23,653.48	23,653.48
22	10200	ZIMU2972401	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,629.32	-	-	24,629.32	24,629.32
23	10200	GLUJ2046368	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,474.28	-	-	24,474.28	24,474.28
24	10200	ZIMU1333807	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,810.20	-	-	24,810.20	24,810.20
25	10200	CLHU2845098	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,117.08	-	-	24,117.08	24,117.08
26	10200	GLDU0245632	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,341.38	-	-	24,341.38	24,341.38
27	10200	GLDU2901781	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,519.12	-	-	24,519.12	24,519.12
28	10200	CLHU2759451	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	24,523.68	-	-	24,523.68	24,523.68
29	10200	UESU2236375	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,895.16	-	23,895.16	-	23,895.16
30	10200	FSCU3627708	Corinthian beige marble	2020 Mendenhall Road N Las Vegas	23,662.60	-	23,662.60	-	23,662.60
				TOTALS	426,058.00	-	47,557.76	36,484.18	437,131.58

✓

✓

✓



Turnberry West
Construction, Inc.

STORED MATERIAL SUMMARY - MONTHLY REPORT

PROJECT: Fontainebleau Las Vegas, LLC
Tower

Submitted 11-Dec-08

Application #: 17

Period To: 12/31/2008

Location Stored At:

THYSSEN-KRUPP

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	P 9-16 Qty 8 Platforms & Car Frames	\$ 608,275.00	\$ 608,275.00		
2	P 17-24 Qty 8 Platforms & Car Frames Rail Brackets	\$ 653,503.00	\$ 653,503.00		
3	P 25-28 Qty 4 Platforms & Car Frames Rail Brackets	\$ 324,517.00	\$ 324,517.00		
7	S 9-16 Qty 8 Elevator Car Sling & Platforms	\$ 1,019,017.00	\$ 1,019,017.00		
8	S 9-16 Qty 358 Doors & Frames	\$ 379,169.00	\$ 379,169.00		
9	S 9-16 Hoistway Wiring & Rail Brackets	\$ 310,444.14	\$ 310,444.14		
10	S 9-16 Qty 8 elevator cabs	\$ 853,130.00	\$ 853,130.00	\$ -	
11	P 25-28 Qty 4 Machines	\$ 174,582.00	\$ 174,582.00		
12	P 25-28 Qty 32 entrance frames & doors	\$ 328,625.00	\$ 328,625.00	\$ -	
13	P 29-32 Qty 4 elevator machines	\$ 170,313.00	\$ 170,313.00	\$ -	
14	S 9-16 Qty 8 elevator controllers	\$ 402,867.00	\$ 402,867.00	\$ -	
15	P 9-16 Qty 8 elevator controllers & wiring P 17-24 Qty 8	\$ 537,149.00		\$ 537,149.00	
16	entrances/controllers/cabs/wiring/fixtures	\$ 2,378,255.00		\$ 2,378,255.00	
17	P 25-28 Qty 2 Controllers/wiring	\$ 328,625.00		\$ 328,625.00	
	Total	\$ 8,468,471.14	\$ 5,224,442.14	\$ 3,244,029.00	\$ -

AFFIDAVIT OF STORED MATERIAL

This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered into and entered by and between ThyssenKrupp Elevator ("Subcontractor") on the one hand, and Turnberry West Construction Inc. ("Contractor") on the other and is made and entered into this 11th day of December 2008.

For and in consideration of the sum of \$3,244,029 ✓ in hand paid receipt whereof is hereby acknowledged, Subcontractor certifies and attests as follows:

1. The stored material, as further described in "Exhibit 1" attached hereto, for which payment is sought and hereby received has been stored and secured for eventual incorporation into the work of the project known as Fontainebleau Tower ("Project");
2. The material is stored and secured at the following specific location(s): 4855 West Harmon, Las Vegas, NV 89118;
3. Subcontractor shall transport and store the stored material at the location set forth above in paragraph 2 at its sole expense and risk;
4. The material stored and secured is in strict compliance with the Subcontract Agreement, Project plans, specifications, and amendments, revisions or addenda thereto;
5. Subcontractor has free, clear and marketable title to the material stored and secured at the Project and hereby warrants that the material is free and clear from any lien or encumbrance;
6. Subcontractor has a full and continuing duty to undertake the care, custody and protection of the stored materials. Subcontractor hereby assumes all responsibility for any loss, pilferage, theft or damage to the stored materials. In the event of a loss not covered by the Builder's Risk insurance policy for the Project, Subcontractor hereby agrees to replace the stored materials within thirty (30) days at no cost or expense to Contractor.
7. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole cost and expense and with legal counsel reasonably approved by Contractor), and hold harmless the owner of the Project, Contractor, affiliated companies of Contractor, its partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, delays, obligations, damages, actions, causes of action, suits, losses,

LEGAL:5829-003/876459.1

Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366



Bill of Sale

Fontainebleau Las Vegas, LLC
2755 Las Vegas Blvd. S
Las Vegas, NV 89109

Attention: Robert Oehrl

RE: Stored Materials - Tower

Bill of Sale

The materials listed below are stored off-site at:

4855 WEST HARMON, LAS VEGAS, NV 89118

The ownership of the below listed material is hereby transferred to: Fontainebleau Las Vegas, LLC, as their interest may appear in consideration for payment of said materials:

Table with 2 columns: Materials, Amounts. Rows include P 9-16 Qty 8 Elevator Controllers & Wiring (\$537,149), P 17-24 Qty 8 Entrances/Controllers/Cabs/Wiring/Fixtures (\$2,378,255), P 25-28 Qty 2 Controllers & Wiring (\$328,625).

TOTALS

By: [Signature] Date: 12/11/2008

Title: LAURIE EDSBERG REGIONAL BILLING ANALYST

Company: ThyssenKrupp Elevator

DATED:

Subscribed and sworn before me this

ThyssenKrupp Elevator

(Company Name)

11th Day of December, 2008

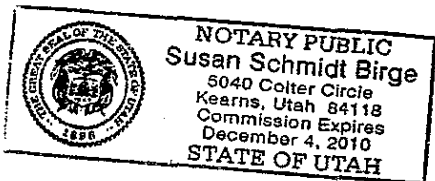
11 Day of December, 2008

Notary Public: Susan Schmidt Birge
My commission expires: 12-4-2010

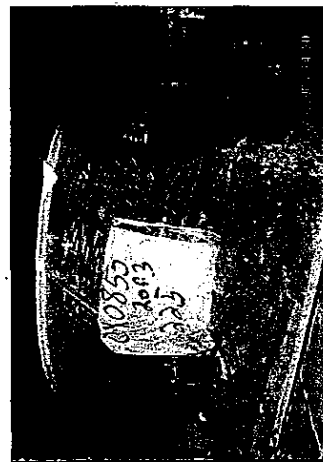
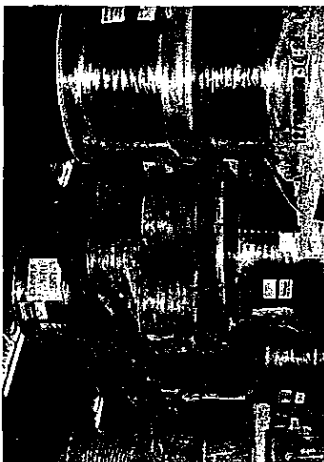
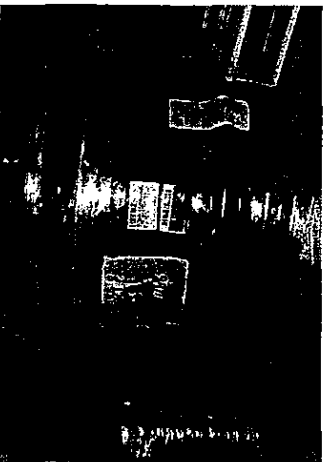
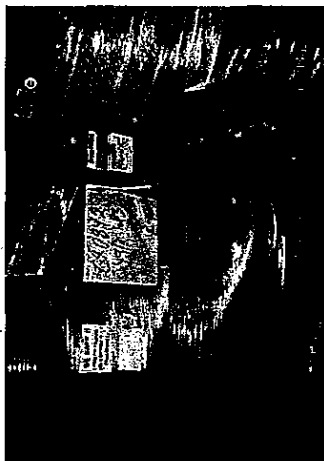
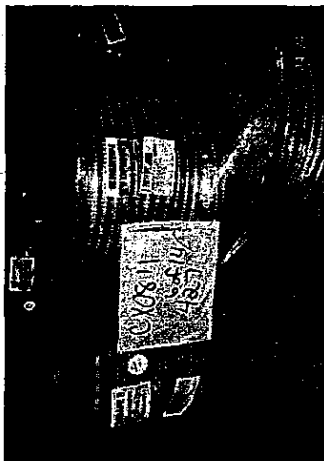
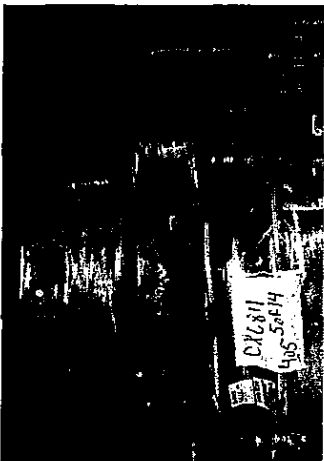
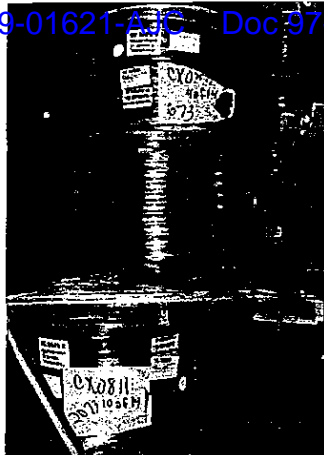
By: [Signature]
Print Name: LAURIE EDSBERG

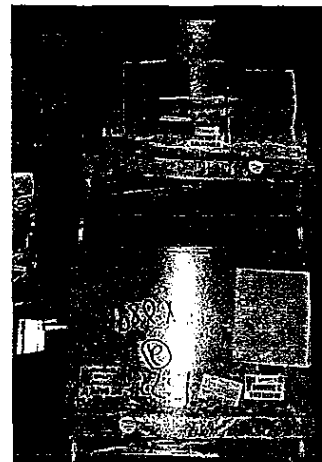
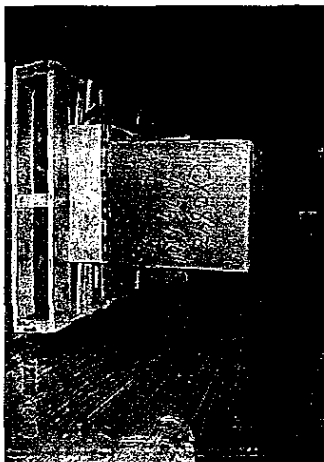
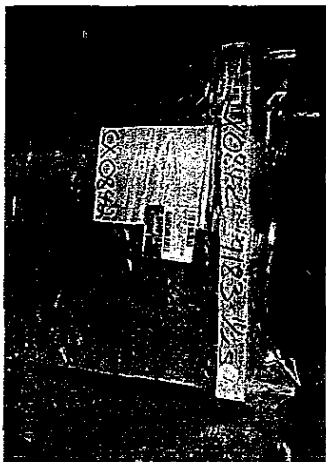
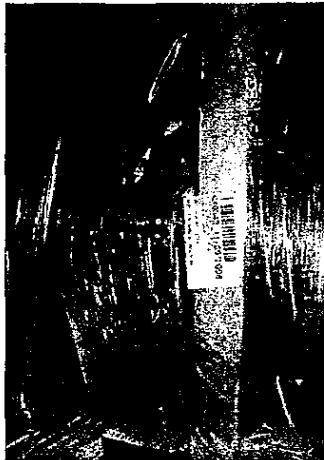
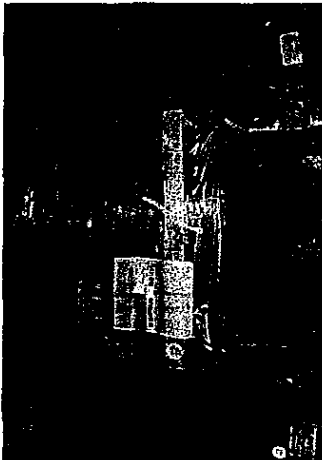
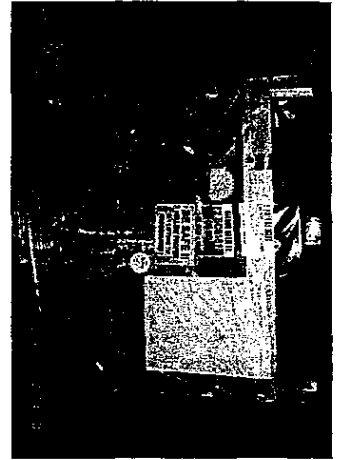
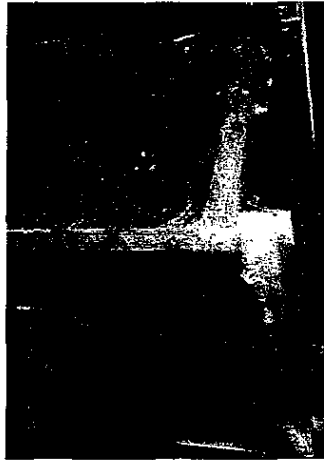
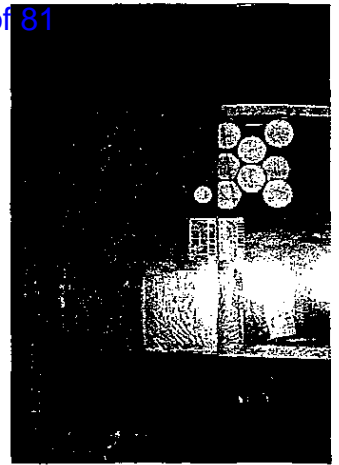
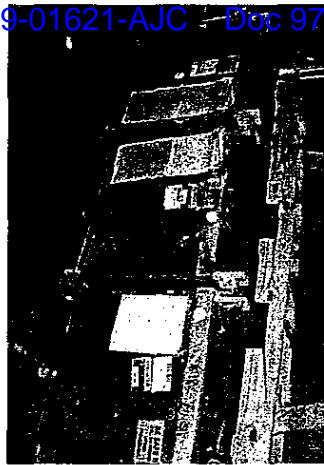
Title: REGIONAL BILLING ANALYST

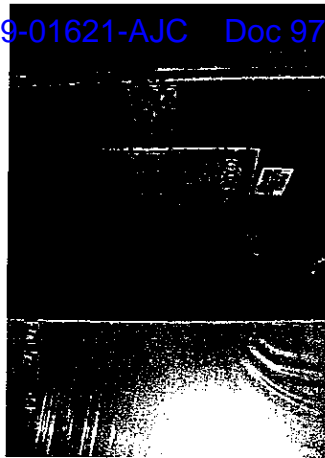
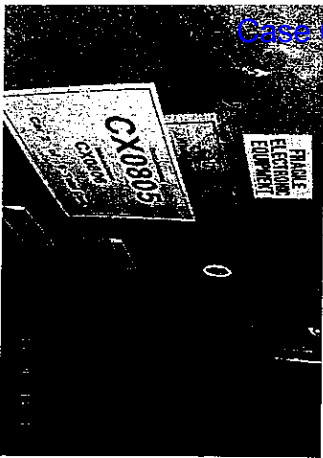
Notary Stamp



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366







property described in the Original Bill of Lading.

the property described below in agreement with the order of carrier, bills of lading (contents) and conditions of contents (if known) marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agreed to carry to its usual place of delivery, at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier Classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Seal: 05820

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From **ThyssenKrupp Elevator Manufacturing Inc.**
CONSIGNEE TO
THYSSENKRUPP ELEVATOR
CO FONTAINEBLEAU RESORTS

at Middleton, TN
SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.
(Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be Prepaid."

4145 W. ALI BABA,
SFE A
LAS VEGAS, NV 89113

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

DATE 11/24/2008 CARRIER HEINSON

Trailer ID

T46521
T46521
T46521

Per _____
(The signature here acknowledges only the amount prepaid.)

CUSTOMER'S ORDER NUMBER
1050 X0853 B133581

Charges advanced

\$ _____

Total Pieces: 23 Total Weight: 18,977.00

24 Hour Notify: TKE/LAS VEGAS
Phone: 702/262-6175

Pro Number:
Comments:

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

12-11-08

3

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†(Shipper's Imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER

AGENT

PER

Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

11/24/08

The property described below in shipment book order except by notes, contents and conditions of contents or packages (known), marked, packaged, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier Classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

Seal: 03835

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From **ThyssenKrupp Elevator Manufacturing Inc.**
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT & CASINO
 4145 W ALI BABA
 STE A
 LAS VEGAS, NV 89118

at **Middleton, TN**
 SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.
 (Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be prepaid."

DATE **11/26/2008** CARRIER **TKX LOGISTICS**

Trailer ID

T46507
T46507

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced

CUSTOMER'S ORDER NUMBER
105G-X0842 B133581

T46397

Job: **CX0842-11/25/2008 (C/O FONTAINEBLEAU RESORT & CASINO)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 032012	Shipping Skids	402	60
1	✓	2 PT1958	Skidded Hoistway Products	332	50
1	✓	2 SE8367	Skidded Entrance Products	1,000	50
1	✓	2 SH9183	Skidded Hoistway Products	1,214	50
1	✓	2 SP5393	Misc HoistWay Components	188	65
1	✓	2 VG3687	Governors	325	
1	✓	2 VG3688	Governors	325	
1	✓	9 DP5796	Wiring Mat Pallet/Box	310	65
1	✓	9 DP5985	Wiring Mat Pallet/Box	491	65
1	✓	9 DP5992	Wiring Mat Pallet/Box	195	65

Job: **CX0898-11/25/2008 (C/O FONTAINEBLEAU RESORT HOTEL CAS)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 SE2351	Skidded Entrance Products	1,290	
1	✓	2 SE2357	Skidded Entrance Products	497	50
1	✓	2 SE2362	Skidded Entrance Products	1,304	
1	✓	2 SE2363	Skidded Entrance Products	1,306	
1	✓	2 SE2366	Skidded Entrance Products	1,286	
1	✓	2 SE2375	Skidded Entrance Products	1,294	
1	✓	2 SE2377	Skidded Entrance Products	1,288	
1	✓	2 SE2378	Skidded Entrance Products	1,286	
1	✓	2 SH3201	Skidded Hoistway Products	2,255	
1	✓	2 SH3203	Skidded Hoistway Products	696	
1	✓	2 SH9261	Skidded Hoistway Products	4,128	50
1	✓	2 SH9262	Skidded Hoistway Products	1,372	50
1	✓	2 SH9277	Skidded Hoistway Products	2,200	50

SHIPMENT INCOMPLETE MORE FREIGHT TO FOLLOW

12/15/08
Gary E. Gordon

2

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

‡(Shipper's Imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER 

Agent must detach and retain this Shipping Order ad must sign the Original Bill of Lading

Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

11/26/08

The property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, packaged, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, upon the route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party as any one interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier Classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

From **ThyssenKrupp Elevator Manufacturing Inc.**
 CONSIGNEE TO:
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT & CASINO
 4145 W ALI BABA
 STE A
 LAS VEGAS, NV 89118 *92213*

at **Middleton, TN**
 SHIPPER'S NUMBERS

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
 ThyssenKrupp Elevator Manufacturing Inc.
 (Signature of consignor)
 If charges are to be prepaid, write or stamp here. "To be Prepaid."
 Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon
 Agent of Cashier
 Per _____
 (The signature here acknowledges only the amount prepaid.)
 Charges advanced \$ _____

DATE 12/12/2008	CARRIER MC EXPRESS	Trailer ID *TAR70A* *TAR70A* T:8794
CUSTOMER'S ORDER NUMBER 105G-X0841		

Job: **CX0841-12/05/2008 (C/O FONTAINEBLEAU RESORT & CASINO)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 GR3146	Rail and Jack Bundle	380	60
1	✓	2 SC3033	Cab Skid	460	
1	✓	2 SC3365 <i>cop</i>	Cab Skid	515	60
1	✓	2 SP5603 <i>Sub Brackets</i>	Misc HoistWay Components	750	65
1	✓	2 SP5627 <i>St. L</i>	Misc HoistWay Components	597	65

Job: **CX0843-12/05/2008 (C/O FONTAINEBLEAU RESORT & CASINO)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 SC3141	Cab Skid	1,680	
1	✓	2 SC3145	Cab Skid	1,485	
1	✓	2 SH9630 <i>Angle Wires</i>	Skidded Hoistway Products	1,950	50
1	✓	2 SP5605 <i>Sub Brackets</i>	Misc HoistWay Components	1,220	65

Job: **CX0898-12/05/2008 (C/O FONTAINEBLEAU RESORT HOTEL CAS)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 SC3357 <i>cop</i>	Cab Skid	910	60
1	✓	2 SC3359 <i>LI</i>	Cab Skid	874	60
1	✓	2 SC3360 <i>"</i>	Cab Skid	876	60
1	✓	2 SC3361 <i>cop</i>	Cab Skid	914	60

**SHIPMENT COMPLETE
NO MORE FREIGHT TO FOLLOW**

Total Pieces: 13 Total Weight: 12,611.00

24 Hour Notify: TKE/LAS VEGAS
 Phone: 702/262-6775

Pre Number:
 Comments:

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

*Handwritten signature: Gary F. Goad
 12/17/08*

2

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

‡(Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER

Agent must detach and retain this Shipping Order ad must sign the Original Bill of Lading

Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

Handwritten date: 12/12/08



STORED MATERIAL SUMMARY

**Turnberry West
Construction, Inc.**

DESERT PLUMBING & HEATING

PROJECT: FONTAINEBLEAU LAS VEGAS - TOWER

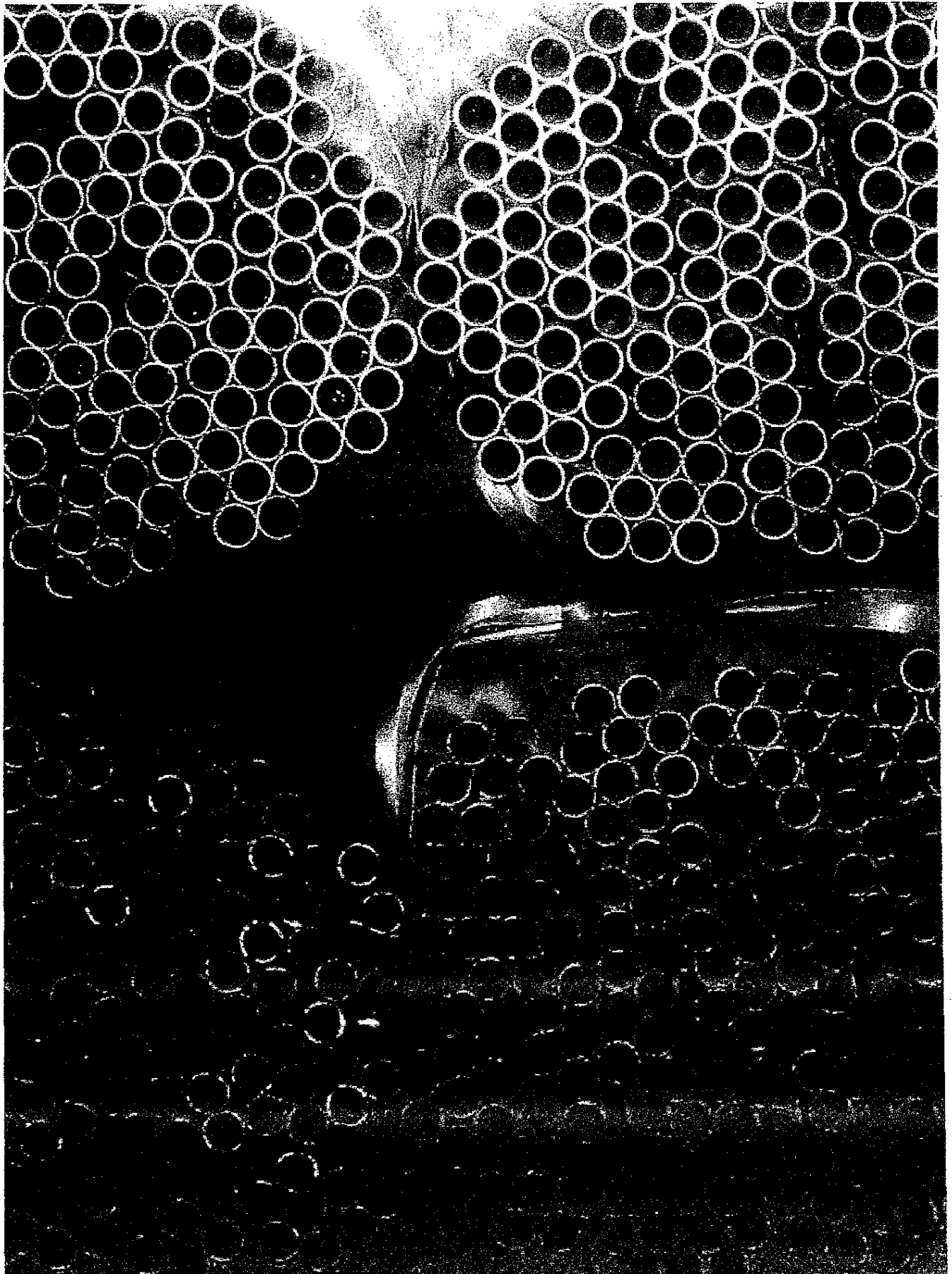
ADDRESS: Consolidated
2755 Las Vegas Blvd., South, Las Vegas, NV

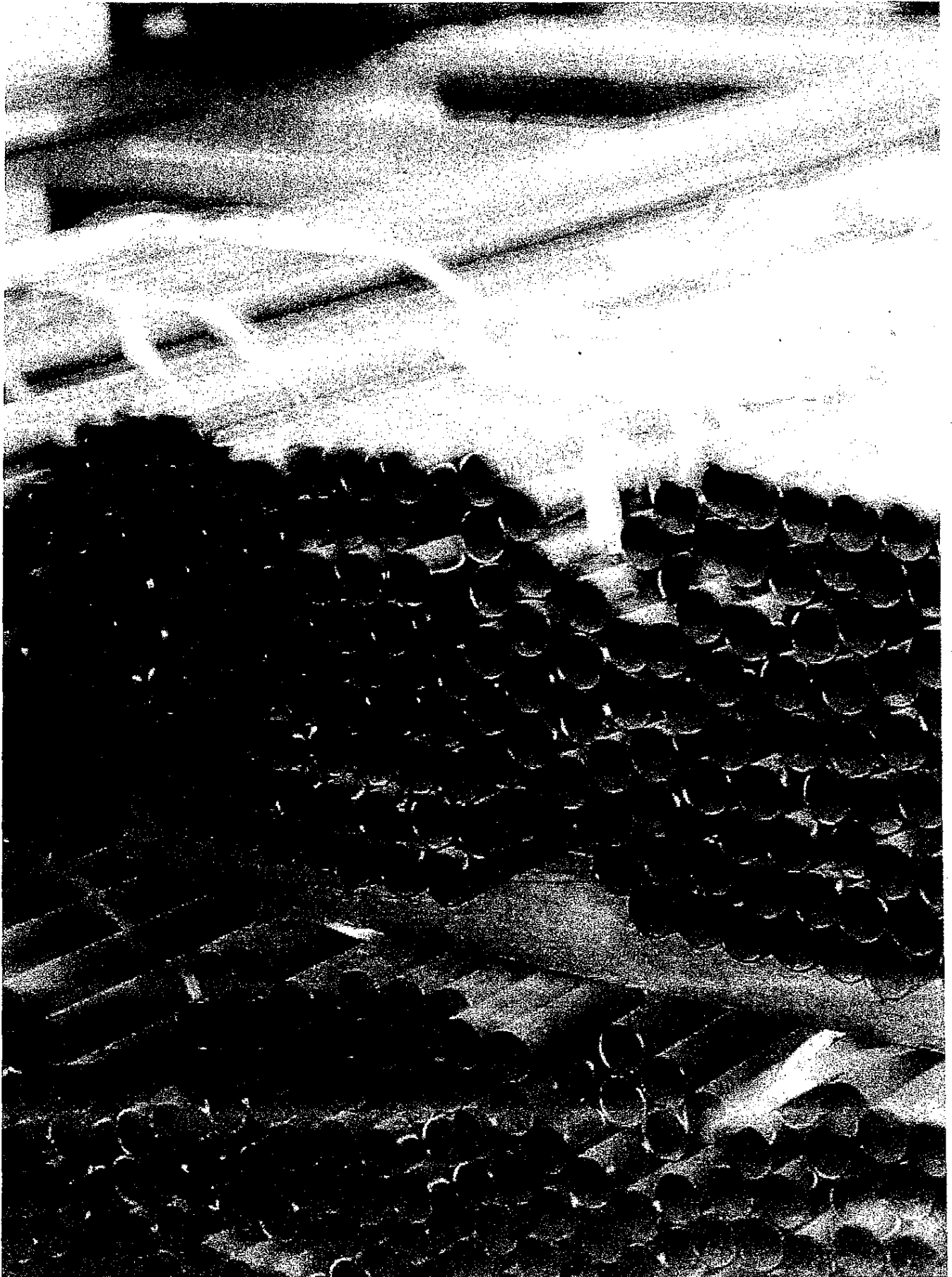
Onsite Stored Materials Statement 16
REQUISITION NO. 25
Period Ending: 12/22/08

Case 09-01621-A-1

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
1	10-200	Copper-Tower Plumbing (Kelly's Pipe & Supply) (TWC #200DES154001)(DPH-0601-4002)	TWC Warehouse	Desert Plumbing & Heating	\$ 520,342.98	\$ -	\$ 11,106.60	\$ 509,236.38
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			32940 feet		0 feet	32940 feet
C		1" Type L Copper Pipe			54900 feet		600 feet	54300 feet
D		1-1/2" Type L Copper Pipe			9240 feet		0 feet	9240 feet
E		2" Type L Copper Pipe			10540 feet		1200 feet	9340 feet
F		2-1/2" Type L Copper Pipe			14280 feet		0 feet	14280 feet
2	10-300	Copper-Garage Plumbing (Kelly's Pipe & Supply) (TWC #300DES154001)(DPH-0701-4003)	TWC Warehouse	Desert Plumbing & Heating	\$ 70,791.38	\$ -	\$ 10,011.26	\$ 60,780.12
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			200 feet		0 feet	200 feet
C		1" Type L Copper Pipe			1400 feet		0 feet	1400 feet
D		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
E		1-1/2" Type L Copper Pipe			1400 feet		0 feet	1400 feet
F		2" Type L Copper Pipe			4400 feet		0 feet	4400 feet
G		2-1/2" Type L Copper Pipe			2140 feet		860 feet	1280 feet
3	10-300	Copper-Garage Hydro (Kelly's Pipe & Supply) (TWC #300DPH151801)(DPH-0701-4007)	TWC Warehouse	Desert Plumbing & Heating	\$ 29,846.54	\$ -	\$ 8,405.84	\$ 21,440.70
A		3/4" Type L Copper Pipe			0 feet		0 feet	0 feet
B		1" Type L Copper Pipe			0 feet		0 feet	0 feet
C		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
D		1-1/2" Type L Copper Pipe			2400 feet		800 feet	1600 feet
E		2" Type L Copper Pipe			560 feet		560 feet	0 feet
F		3/4" Type M Copper Pipe			1800 feet		0 feet	1800 feet
G		1" Type M Copper Pipe			1400 feet		0 feet	1400 feet
H		1-1/2" Type M Copper Pipe			1800 feet		0 feet	1800 feet









STORED MATERIAL SUMMARY

DESERT PLUMBING & HEATING

Onsite Stored Materials Statement 16
 REQUISITION NO. 25
 Period Ending: 12/22/08

PROJECT: FONTAINEBLEAU LAS VEGAS - Garage
 Consolidated
 ADDRESS: 2756 Las Vegas Blvd., South, Las Vegas, NV

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
1	10-200	Copper-Tower Plumbing (Kelly's Pipe & Supply) (TWC #200DES154001)(DPH-0601-4002)	TWC Warehouse	Desert Plumbing & Heating	\$ 520,342.98	\$	\$11,106.60	\$ 509,236.38
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			32940 feet		0 feet	32940 feet
C		1" Type L Copper Pipe			54900 feet		600 feet	54300 feet
D		1-1/2" Type L Copper Pipe			9240 feet		0 feet	9240 feet
E		2" Type L Copper Pipe			10540 feet		1200 feet	9340 feet
F		2-1/2" Type L Copper Pipe			14280 feet		0 feet	14280 feet
2	10-300	Copper-Garage Plumbing (Kelly's Pipe & Supply) (TWC #300DES154001)(DPH-0701-4003)	TWC Warehouse	Desert Plumbing & Heating	\$ 70,791.38	\$	\$ 10,011.26	\$ 60,780.12
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			200 feet		0 feet	200 feet
C		1" Type L Copper Pipe			1400 feet		0 feet	1400 feet
D		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
E		1-1/2" Type L Copper Pipe			1400 feet		0 feet	1400 feet
F		2" Type L Copper Pipe			4400 feet		0 feet	4400 feet
G		2-1/2" Type L Copper Pipe			2140 feet		860 feet	1280 feet
3	10-300	Copper-Garage Hydro (Kelly's Pipe & Supply) (TWC #300DPH151801)(DPH-0701-4007)	TWC Warehouse	Desert Plumbing & Heating	\$ 29,846.54	\$	\$ 8,405.84	\$ 21,440.70
A		3/4" Type L Copper Pipe			0 feet		0 feet	0 feet
B		1" Type L Copper Pipe			0 feet		0 feet	0 feet
C		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
D		1-1/2" Type L Copper Pipe			2400 feet		800 feet	1600 feet
E		2" Type L Copper Pipe			560 feet		560 feet	0 feet
F		3/4" Type M Copper Pipe			1800 feet		0 feet	1800 feet
G		1" Type M Copper Pipe			1400 feet		0 feet	1400 feet
H		1-1/2" Type M Copper Pipe			1800 feet		0 feet	1800 feet



**Tumberry West
Construction, Inc.**

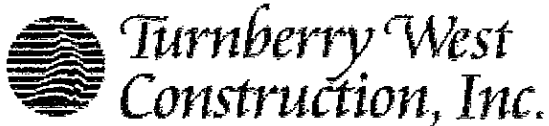
Bombard Electric

STORED MATERIAL SUMMARY

PROJECT: Fontainebleau Tower
ADDRESS: _____
STORED MATERIALS STATEMENT NO. 19
REQUISITION NO. 20

ITEM NO.	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY	K = J x 10% RETAINED AMOUNT NOT YET DUE *
1	Branch MC Cable	3455 W. Reno Ave	Sun Valley	0				
2	Temp Lighting	4375 S Valley View	Bombard Electric	0				
3	MC Cable	4375 S Valley View	Bombard Electric	140,431	92,639	138,260	94,810	9,481.00
4	Deck Sleeves	4375 S Valley View	Bombard Electric	4,038		4,038	0	
5	Electrical Switchgear	4375 S Valley View	Bombard Electric	594,517	746,319	594,517	746,319	74,631.95
6	Feeder MC Cable	4375 S Valley View	Bombard Electric	0				
7	Misc Commodity Electrical Materials	4375 S Valley View	Bombard Electric	95,294	200,632	95,294	200,632	20,063.20
8	Fire Alarm MC Cable	4375 S Valley View	Bombard Electric	33,710		18,300	15,410	1,541.00
9	Low Voltage Cabling	3950 Ponderosa #3	Bombard Electric	117,157	80,305	110,000	87,462	8,746.20
10	Lighting Fixtures	13169 Slover Ave, Fontana CA	Lightolier	218,457			218,457	21,845.70
11	Low Voltage Materials	3950 W. Diablo Dr Whse #6	NEDCO Supply	622,756		214,350	408,406	40,840.60
12	Low Voltage Materials	4375 S Valley View	Bombard Electric	14,757	41,682	14,757	41,682	4,168.20
13	Electrical Switchgear	5570 S. Valley View	Crescent Supply	0				
14	Lighting Fixtures	3950 W. Diablo Dr	NEDCO Supply	1,019,283	11,550	233,680	797,153	79,715.30
15	MC Cable	4375 S Valley View	Bombard Electric	259,417		188,200	71,217	7,121.70
16	Cable Tray	3455 W. Reno Ave	Sun Valley	94,476			94,476	9,447.60
17	Wiring Devices	6065 Polaris	WESCO	461,637		86,000	375,637	37,563.70
18								
19								
20								
21								
22								
23								
24								
TOTALS(OR SUBTOTALS)				3,675,930	1,173,127	1,697,396	3,151,661	315,168

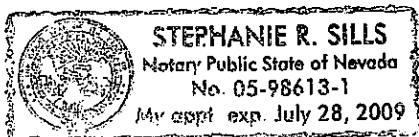
Case 09-01627-A-5
Filed 09/01/09 Page 77 of 81



____ Day of _____
Notary Public: Stephanie R Sills
My commission expires: 07/28/09

By: [Signature]
Print Name: Kenneth A. Kefalas
Title: President

Notary Stamp



demands, delays, obligations, damages, actions, causes of action, suits, losses, judgments, settlements, fines, penalties, trademark, copyright, and any liabilities, costs and expenses (including, without limitation, investigative and repair costs, in-house legal fees, attorneys' fees, disbursements and court costs, and all other professional, expert, or consultants' fees and costs of every kind and nature whatsoever) ("Claims") which arise out of or are in any way connected with the stored material provided under this Affidavit. This section shall not apply to any Claims which arise out of the sole negligence or willful misconduct of the Indemnified Parties.

7. Subcontractor agrees that, should it become necessary for Contractor to enforce this Affidavit, Subcontractor shall reimburse Contractor for expenses, reasonable attorneys' fees and costs incurred in enforcing the Affidavit within thirty (30) days receipt of written demand from Contractor.

THE UNDERSIGNED HAS READ THE FOREGOING AFFIDAVIT AND FULLY UNDERSTANDS IT.

DATED: December 17, 2008

SUBCONTRACTOR NAME

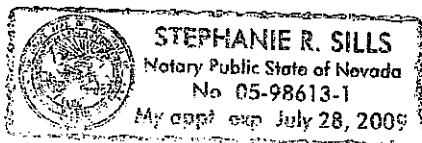
By: Dick Pendleton
Title: Project Manager

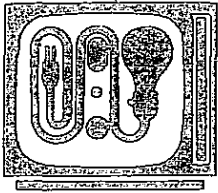
STATE OF NEVADA
COUNTY OF CLARK

On this 17 day of September, 2007 before me, _____ Notary Public personally appeared Dick Pendleton. He/She is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

Stephanie R Sills
Notary Public, State of Nevada

07/28/09
My Commission Expires





NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 478841
Invoice Date 11/03/08
TERMS: 2%10TH N25

YOU MAY DEDUCT 757.87 IF THIS INVOICE IS PAID BY 12/10/08

SOLD TO: **BOMBARD ELECTRIC
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118**

SHIP TO: **BOMBARD ELECTRIC
 C/O CYNTHIA VALENCIA
 4375 S VALLEY VIEW
 #1002779804-L2**

W736 coils/8/08

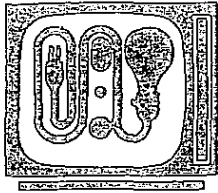
SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
10/22/08	00300	105002	LV9916-736	O/T HOLD FOR RELEASE			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disc.	Net Price	U/M	Amount
			***** BILLING ONLY ***** * MATERIAL IS STORED AT NEDCO WHSE * * WAITING FOR RELEASE TO DELIVER * *****				
2700	313	2387	UUNMDUDDM8C6 UNIPRISE 8P DATA MODULE CAT6		31.18	E	9,759.34
1300	1300	0	UUNMDU1D6T UNIPRISE TELE DISTRIBUTION		21.18	E	27,534.00
2000	2000	0	TSNS6QS T&B RG6 SNAP-N-SEAL F CONNECTOR		.30	E	600.00
			PRE-BILL & STORE PER LANCE KOHLER				
			<i>Low VOLTAGE MATERIAL</i>				
			<i>37,893</i>				
			<i>10%pm 3,789</i>				
			<i>\$ 41,682</i>				

TERMS and CONDITIONS: All arrangements have been made. By invoice, buyer agrees to pay interest all costs, including seller's actual collection of the Buyer(s) account at the time of invoice. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	37,893.34
	<i>757.87</i>

INVOICE



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 452106-04

Invoice Date 11/10/08

TERMS: 2% 10TH N25

YOU MAY DEDUCT 544.73 IF THIS INVOICE IS PAID BY 12/10/08

SOLD TO: **BOMBARD ELECTRIC/
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118**

SHIP TO: **BOMBARD ELECTRIC
 4375 VALLEY VIEW STE.E
 C/O CYNTHIA VALENCIA
 #1002779804-L2 89103**

LV7300CP11/18/08

SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
8/05/08	00303	105002	LV9352-736	OIT 237977			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disc.	Net Price	U/M	Amount
3025	1125	1900	***** BILLING ONLY ***** * MATERIAL IS STORED AT NEDCO WHSE * * WAITING FOR RELEASE TO DELIVER * ***** L476052BP LEVITON CUSTOM BACK PLATE **PRE-BILL AND STORE** **PER LANCE @ BOMBARD ELEC.**		24.21	E	27,236.25

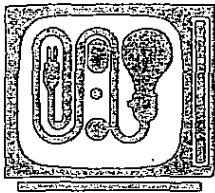
RECEIVED
 NOV 18 2008
 BOMBARD ELECTRIC

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE 27,236.25
544.73

Exhibit 1 Part 3

INVOICE



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 477047

Invoice Date 11/04/08

TERMS: 2% 10TH N25

YOU MAY DEDUCT 38.28 IF THIS INVOICE IS PAID BY 12/10/08

SOLD TO: **BOMBARD ELECTRIC**
FOUNTAINBLEAU
3570 W POST RD
LAS VEGAS, NV 89118

SHIP TO: **BOMBARD ELECTRIC**
FOUNTAINBLEAU
4375 VALLEY VIEW STE.E
#1002779804-L2

LV736 cpulistog

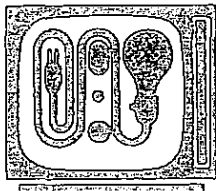
SALESMAN 10

Order Date Entered By		Customer #	Customer Purchase Order	Shipped Via/Routing			
10/16/08 00303		105002	LV9875-736	O/T C/O CYNTHIA #241374			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disc.	Net Price	U/M	Amount
69	0	69	URFESLGEMT2U COMMSCOPE 2RU FIBER ENCLOSURE		188.00	E	.00
140	0	140	UMFALC12AQ10 UNIPRISE LC DUPLEX CPLR AQUA		24.60	E	.00
140	140	0	USFALC12BL10 UNIPRISE SM LC DUPLEX CPLR AQUA		35.10	E	4,914.00
1800	0	1800	UMFCLCR0910 UNIPRISE MM LC ANAEROBIC CONN		463.00	C	.00
1800	0	1800	USFCLCR09100 UNIPRISE SM LC ANAEROBIC CONN		556.00	C	.00

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE **4,914.00**
98.28

INVOICE



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 477047-03

Invoice Date 11/17/08

TERMS: 2% 10TH N25

YOU MAY DEDUCT 366.84 IF THIS INVOICE IS PAID BY 12/10/08

SOLD TO: BOMBARD ELECTRIC/
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118

SHIP TO: BOMBARD ELECTRIC
 FONTAINEBLEAU
 4375 VALLEY VIEW STE.E
 #1002779804-L2

LV736 computer

SALESMAN 10

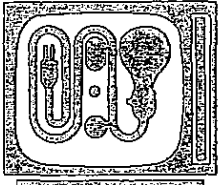
Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
10/16/08	00303	105002	LV9875-736	O/T C/O CYNTHIA #241374			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disc.	Net Price	U/V	Amount
1800	1800	0	UMFCLCR0910 UNIPRISE MM LC ANAEROBIC CONN		463.00	C	8,334.00
1800	1800	0	USFCLCR09100 UNIPRISE SM LC ANAEROBIC CONN		556.00	C	10,008.00

NOV 2008

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	18,342.00
---------------	-----------

INVOICE



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 356290-14
Invoice Date 11/20/08
TERMS: NET 25TH

SOLD TO: **BOMBARD ELECTRIC/
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118**

SHIP TO: **SOURCERY
 27051 BURBANK AVE.
 FOOTHILL RANCH, CA 92610
 #1002779804-L2**

W 736
 * DIRECT * *Call 2408*

SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
11/27/07	303KV	105002	7750-736	DIRECT 223992			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disc.	Net Price	U/M	Amount
393000	72000	321000	C75N4BLUE COMMSCOPE CAT6+ ULTRAMEDIA BLUE PVC		155.00	M	11,160.00
318000	75000	243000	C75N4WHITE COMMSCOPE CAT6+ ULTRAMEDIA WHITE PVC		155.00	M	11,625.00
333000	75000	258000	C75N4RYEL COMMSCOPE CAT6+ ULTRAMEDIA YEL		155.00	M	11,625.00
WIRE TO BE SENT DIRECTLY TO SOURCERY PER DAVE CALLAHAN @ BOMBARD ELECTRIC							

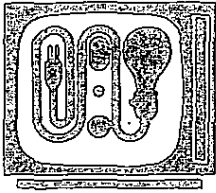
NOV 2008
 RECEIVED

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	34,410.00
---------------	-----------

* DIRECT *

INVOICE



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 356290-16

Invoice Date 11/24/08

TERMS: NET 25TH

SOLD TO: BOMBARD ELECTRIC/
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118

SHIP TO: SOURCERY
 27051 BURBANK AVE.
 FOOTHILL RANCH, CA 92610
 #1002779804-L2

W/736

*** DIRECT ***

Opulz 11/24/08

SALESMAN 10

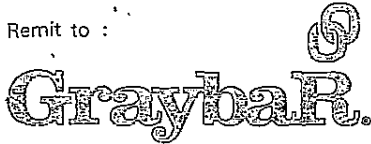
Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
11/27/07	303KV	105002	7750-736	DIRECT 223992			
Qty Ordered	Qty Shipped	Qty B/D	Part Number Description	Disc.	Net Price	U/M	Amount
267000	75000	192000	C75N4RTEAL COMMSCOPE CAT6+ ULTRAMEDIA TEAL WIRE TO BE SENT DIRECTLY TO SOURCERY PER DAVE CALLAHAN @ BOMBARD ELECTRIC		155.00	M	11,625.00

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	11,625.00
----------------------	------------------

*** DIRECT ***

Remit to :



INVOICE

702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Invoice No: 938114943
Invoice Date: 11/18/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Bill-To:
BOMBARD ELECTRIC
3570 WEST POST ROAD
LAS VEGAS NV 89118
USA

Ship-To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

963207 Capital

Page 1 of 1

Order Number: 13534-963207						
Del. Doc. #:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
324467380			11/17/2008	FACTORY		K McNamara
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
1	LOT MATERIAL FOR JOB WIREMOLD CO					
110	Consisting of 828PRGF-BRN WIREMOLD CO					

Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Lot Total:	1,539.00
	Freight:	0.00
	Handling:	0.00
	Tax:	0.00
	Total Due:	1,539.00

RECEIVED
NOV 18 2008

Terms and Conditions of sale:

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. PRICES AND SHIPMENTS - Unless otherwise specified, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit will be issued upon sales or shipments will be added to the purchase price. Buyer agrees to suppliers to ship or deliver on time, or other circumstances beyond Seller's liability for any consequential or special damages arising from any delay in shipment.
4. TAXES - Prices shown do not include reimburse Seller for any such tax or provisions.
5. DELAY IN DELIVERY - Seller is not responsible for any delay in delivery.
6. WARRANTIES - Seller warrants that the goods conform to the specifications and drawings. If transferable warranties made to Seller by the manufacturer of the goods, SELLER'S WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING, ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A CONTRACT.
7. LIMITATION OF LIABILITY - Buyer's purchase price, all at Seller's option, and in no case shall Seller be liable for more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Seller to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or understanding, in any way purporting to modify these terms or form are hereby deemed to be material alterations and notice of objection to them.
9. MODIFICATION OF TERMS AND CONDITIONS - Any modification of these terms and conditions shall be binding on Seller and rejection of them is hereby given.
10. REELS - When the Seller ships reels, the nearest Graybar service location to return reels.
11. CERTIFICATION - We hereby certify that the goods conform to the regulations and orders of the United States.

FLOOR BOX TRIM
COMMODITY MATERIAL
10/20/08
\$ 36,199
3,620
\$ 39,819

Return this copy with your payment.

Remit to :



INVOICE

Invoice Questions Please Call
702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Invoice No: 937656859
Invoice Date: 10/28/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Bill-To:
BOMBARD ELECTRIC
3570 WEST POST ROAD
LAS VEGAS NV 89118
USA

OCT 28 2008

Ship-To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

9103207 CP11/3/08

Order Number: 13534-963207						
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
324467380			10/27/2008	FACTORY		K McNamara
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
1	LOT MATERIAL FOR JOB WIREMOLD CO					
790	Consisting of 828PRGF1-BRN WIREMOLD CO					

Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Lot Total: 11,229.00 Freight: 0.00 Handling: 0.00 Tax: 0.00 Total Due: 11,229.00
---	--

Terms and Conditions of sale:

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
3. RETURN OF GOODS - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. DELAY IN DELIVERY - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. WARRANTIES - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
7. LIMITATION OF LIABILITY - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. WAIVER - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
9. MODIFICATION OF TERMS AND CONDITIONS - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. REELS - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. CERTIFICATION - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

Return this copy with your payment.

Remit to :



INVOICE

Invoice Questions Please Call
702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Invoice No: 937753234
Invoice Date: 10/31/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Bill-To:
BOMBARD ELECTRIC
3570 WEST POST ROAD
LAS VEGAS NV 89118
USA

Ship-To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

963207 cp11/3/08

Page 1 of 1

Order Number: 13534-963207						
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
324467380			10/29/2008	FACTORY		K McNamara
Quantity	Catalog # / Description			Unit Price / Unit	Amount	
1,533	880MPA WIREMOLD CO					
1	LOT MATERIAL FOR JOB WIREMOLD CO					
210	Consisting of 817PCC-BRN WIREMOLD CO					

Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Lot Total: 14,054.75 Freight: 0.00 Handling: 0.00 Tax: 0.00 Total Due: 14,054.75
--	--

Terms and Conditions of sale:

- 1. ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
- 10. REELS** - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

NOV 3 2008

Return this copy with your payment.

Remit to :



INVOICE

Having Questions Please Call
702-876-9888

FILE 57072
LOS ANGELES CA 90074-7072

Invoice No: 937715308
Invoice Date: 10/29/2008
Account Number: 309984
Account Name: BOMBARD ELECTRIC

Bill-To:
BOMBARD ELECTRIC
3570 WEST POST ROAD
LAS VEGAS NV 89118
USA

Ship-To:
BOMBARD ELECTRIC
FONTAINEBLEAU RESORTS
4375 S. VALLEY VIEW, STE. E
LAS VEGAS NV 89103
USA

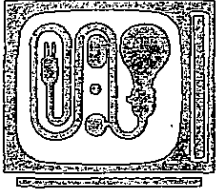
9483207 cp11/3/08

Order Number: 17625-963207						
Del.Doc.#:	PRO #	Routing	Date Shipped	Shipped From	F.O.B.	Rt. To
831524728		SHIP-WOG	10/29/2008	LAS VEGAS, NV	S/P - F/A	K McNamara
Quantity	Catalog # / Description		Unit Price / Unit		Amount	
1,200	TP404 CROUSE HINDS 4SQ 1-1/2D BOX					
1,500	TP403 CROUSE HINDS 4SQ 2-1/8D BOX					
1,000	TP521 CROUSE HINDS 4 11/16 SQ OUTLET BOX WELDED 1/2 & 3/4 K.					
3,000	TP486 CROUSE HINDS 4SQ 1G 3/4D SW RING					
1,000	TP475 CROUSE HINDS 4 SQ COVER					
1,000	TP500 CROUSE HINDS 4SQ 2G 3/4D RING					
3,000	THHN-14-STR-BLK-500S 19 STRAND 600V 90DEG CU		GENERIC VENDOR WIRE-WYRPA			
1,000	901 ARLINGTON INDUSTRIES 3/4 SNAP-IN KO BLANK					
1,000	900 ARLINGTON INDUSTRIES 1/2 SNAP-IN KO BLANK					

Terms of Payment Net 45 Days As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.	Lot Total:	4,851.05
	Freight:	0.00
	Handling:	0.00
	Tax:	0.00
	Total Due:	4,851.05

OCT 30 2008
BOMBARD ELECTRIC

Subject to the standard terms and conditions set forth below.



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 483391

Invoice Date 12/03/08

TERMS: NET 25TH

SOLD TO: BOMBARD ELECTRIC/
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118

SHIP TO: BOMBARD ELECTRIC
 FONTAINEBLEAU
 4375 VALLEY VIEWAD
 #1002779804-L2

963207
 * DIRECT *

CP12/4/08 SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
11/04/08	00208	105002	17894-963207	DIRECT #242202			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disc.	Net Price	U/M	Amount
15000	5000	10000	SBIGO24 S-P BIG O 24IN STUD SPACING BULK		2.43	E	12,150.00

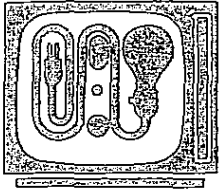
DEC 04 2008
 10:00 AM

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE	12,150.00
---------------	-----------

* DIRECT *

INVOICE



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 484977

Invoice Date 11/14/08

TERMS: 2% 10TH N25

YOU MAY DEDUCT 733.44 IF THIS INVOICE IS PAID BY 12/10/08

**SOLD TO: BOMBARD ELECTRIC/
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118**

**SHIP TO: BOMBARD ELECTRIC
 FONTAINEBLEAU
 4375 VALLEY VIEW
 #1002779804-L2**

9163207 CP11/20/08 SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
11/10/08	00208	105002	18027-963207	O/T			
Qty Ordered	Qty Shipped	Qty B/O	Part Number Description	Disc.	Net Price	U/M	Amount
120000	120000	0	BCJ6 ERICO CABLE SUPPORT		30.56	C	36,672.00

NOV 14 2008
 BOMBARD ELECTRIC

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE:	36,672.00
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ORIGINAL


CUSTOMER NUMBER	08592-99	INVOICE DATE	11-14-08	PACKING LIST NO.	073346-01	INVOICE NUMBER	077253
BRANCH CODE	7675	CUSTOMER ORDER NUMBER	17904-963207	PAGE			
				2 OF 2			

SHIP TO

(702) 253-7660
5525 POLARIS SUITE A
LAS VEGAS NV 89118

BOMBARD/FOUNTAIN BLEAU
ATTN: FRED
4375 VALLEY VIEW
LAS VEGAS NV 89103

REMIT TO


WESCO Distribution Inc.
P.O. BOX 676780
DALLAS TX 75267 6780

SOLD TO
BOMBARD/FOUNTAIN BLEAU
RESORT
3570 POST RD
LAS VEGAS NV 89118

963207 00121108

SHIPPING DATE AND ROUTING	11-14-08 OUR TRUCK	FOB	P/S	PREPAID	NO. OF INVOICES	4	B/L	N	INV. REQ.	2	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
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LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY		BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
			SHIPPED	UNSHIPPED			TRADE	CASH	
160	STL-CITY TK123A 1-IN S/S EMT CPLG	78-5991-02475	0	0	1500	26.410			.00
200	STL-CITY XC730 FITTING	78-5991-06770	0	0	50000	27.960			.00
210	IDEAL 30-WT52B WIRE TWIST	78-3250-62909	30000	0	0	37.850			1135.50
SUB TOTAL									11776.11

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS Δ

YOU MAY DEDUCT IF PAID WITHIN 10 DAYS - NET 30 DAYS

TOTAL .00 11776.11



All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the fair Labor Act of 1938, as amended.


ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-19-08	073346-04	079577
BRANCH CODE	CUSTOMER ORDER NUMBER		PAGE
7675	17904-963207		2 OF 2

SHIP TO
 BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118

SOLD TO
 BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

REMIT TO

 WESCO Distribution Inc.
 P.O. BOX 676780
 DALLAS TX 75267 6780

903207 CP121108

SHIPPING DATE AND ROUTING	FOB	SHIPPING TERMS	NO. OF INVOICES	B/L	INV. REG.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-19-08 OUR TRUCK	P/S	PREPAID	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
						DISCOUNT	CASH	
160	STL-CITY TK123A 1-IN S/S EMT CPLG	78-5991-02475	640	0	26.410			169.02
170	STL-CITY SSF-CK535 SPR STL FASTNR	SO-5991-20475	800	39200	14.330			114.64
180	STL-CITY 52171-1234RD SQ OLET BOX	SO-5991-03691	1500	6900	129.000			1935.00
200	STL-CITY XC730 FITTING	78-5991-06770	1099	48651	27.960			307.28
SUB TOTAL								7943.71

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH OR MAXIMUM PERMITTED BY LAW.						TOTAL	7943.71
---	--	--	--	--	--	-------	---------

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the fair Labor Act of 1938, as amended.

ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-19-08	073346-03	079575
BRANCH CODE	CUSTOMER ORDER NUMBER		PAGE
7675	17904-963207		1 OF 1

SHIP TO:
 BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118

SOLD TO
 BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

REMIT TO

WESCO Distribution Inc.
 P.O. BOX 676780
 DALLAS TX 75267 6780

963207 copy 1 of 1

SHIPPING DATE AND ROUTING	NO. OF INVOICES	B/L	INV. REC.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-19-08 OUR TRUCK	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
						DISCOUNT	CASH	
140	STL-CITY FS100-SC 3/8 1HL FLEX CBL	SO-5991-03602	51000	0	3.690			1881.90
170	STL-CITY SSP-CK535 SPR STL FASTNR	SO-5991-20475	10000	39200	14.330			1433.00
180	STL-CITY 52171-1234RD SQ OLET BOX	SO-5991-03691	600	6900	129.000			774.00
	SUB TOTAL							4088.90
						TOTAL		4088.90

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the fair Labor Act of 1938, as amended.

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH AND MAXIMUM DEBITED BY 1 AM

TERMS Δ

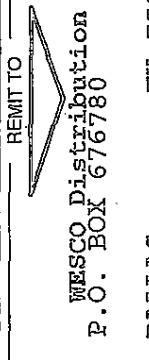
ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-26-08	073346-13	083628
BRANCH CODE	CUSTOMER ORDER NUMBER		PAGE
7675	17904-963207		1 OF 1

SHIP TO
 BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

NOV 23 2008

(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118



9103207 081108

SOLD TO
 BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

SHIPPING DATE AND ROUTING	FOB	SHIPPING TERMS	NO. OF INVOICES	B/L	INV. REQ.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-26-08 OUR TRUCK	P/S	PREPAID	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY	SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
							U/M	DISCOUNT TRADE CASH	
10	STL-CITY SBO16 STU&WALL BRKT	78-5991-03893		2350	0	163.020	C		3830.97
	SUB TOTAL								3830.97

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS Δ

TOTAL 3830.97



All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the manufacture covered by this invoice it has fully complied with the fair Labor Act of 1938, as

ORIGINAL

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-26-08	073346-14	083623
BRANCH CODE	CUSTOMER ORDER NUMBER		PAGE
7675	17904-963207		1 OF 1

SHIP TO
 BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

REMIT TO
 MESCO Distribution Inc.
 P.O. BOX 676780
 DALLAS TX 75267 6780

SOLD TO
 BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

963207 copies

SHIPPING DATE AND ROUTING	FOB	SHIPPING TERMS	NO. OF INVOICES	B/L	INV. REC.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-26-08 OUR TRUCK	P/S	PREPAID	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY	SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
							DISCOUNT	TRADE	
10	STL-CITY SBO16 STUD&WALL BRKT	78-5991-03893	2875	0	163.020	C			4686.83
110	STL-CITY 52C14 4SQ3/4D 1G SW RNG	78-5991-13880	373	0	49.960	C			186.35
	SUB TOTAL								4873.18

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS Δ TOTAL 4873.18

YOU MAY DEFLECT IF PAID WITHIN 10 DAYS - NET 30 DAYS



(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118

NOV 2 2008

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the fair Labor Act of 1938, as

ORIGINAL



(702) 253-7660
 5525 POLARIS SUITE A
 LAS VEGAS NV 89118

SHIP TO

BOMBARD/FOUNTAIN BLEAU
 ATTN: FRED
 4375 VALLEY VIEW
 LAS VEGAS NV 89103

SOLD TO
 BOMBARD/FOUNTAIN BLEAU
 RESORT
 3570 POST RD
 LAS VEGAS NV 89118

903207 CP121608

REMIT TO

WESCO Distribution Inc.
 P.O. BOX 676780

DALLAS TX 75267 6780

CUSTOMER NUMBER	INVOICE DATE	PACKING LIST NO.	INVOICE NUMBER
08592-99	11-26-08	073346-07	083619
BRANCH CODE	CUSTOMER ORDER NUMBER		PAGE
7675	17904-963207		1 OF 1

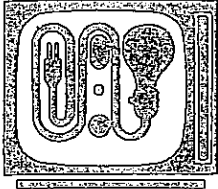
SHIPPING DATE AND ROUTING	NO. OF INVOICES	B/L	INV. REG.	RETURN MATERIAL WILL NOT BE ACCEPTED WITHOUT AUTHORIZATION
11-26-08 OUR TRUCK	4	N	2	

LINE NO.	CATALOG NUMBER AND DESCRIPTION	IDENTIFICATION NO.	QUANTITY	SHIPPED	BALANCE DUE	UNIT PRICE	SELLING PRICE		EXTENSION
							UM	DISCOUNT	
170	STL-CITY SSF-CK535 SPR STL FASTNR	50-5991-20475	36000	0	14.330	C			5158.80
200	STL-CITY XC730 FITTING	78-5991-06770	6450	22201	27.960	C			1803.42
	SUB TOTAL								6962.22
						TOTAL		6962.22	

All sales are expressly conditional on Buyer's agreement to standard terms and conditions on the back of the first page of this invoice. Seller represents that with respect to the production of articles and/or the performance of the services covered by this invoice, it has fully complied with the fair Labor Act of 1938, as

PAST DUE ACCOUNTS SUBJECT TO SERVICE CHARGE OF 1 1/2 % PER MONTH OR MAXIMUM PERMITTED BY LAW.

TERMS Δ YOU MAY REQUEST PAIN WITHIN 10 DAYS - NET 30 DAYS



NEDCO SUPPLY

electrical wholesaler
 4200 Spring Mtn. Rd.
 LAS VEGAS, NV 89102
 (702) 367-0400

FAX (702) 367-2751

INVOICE # 485755-01

Invoice Date 11/14/08

TERMS: 2%10TH N25

YOU MAY DEDUCT 593.39 IF THIS INVOICE IS PAID BY 12/10/08

**SOLD TO: BOMBARD ELECTRIC/
 FONTAINEBLEAU
 3570 W POST RD
 LAS VEGAS, NV 89118**

**SHIP TO: BOMBARD ELECTRIC
 3570 POST RD
 JOB FB
 #1002779804-L2**

963207 cpilotox

SALESMAN 10

Order Date	Entered By	Customer #	Customer Purchase Order	Shipped Via/Routing			
11/12/08	00208	105002	18168-963207	O/T			
Qty Ordered	Qty Shipped	Qty B/D	Part Number Description	Disc.	Net Price	U/M	Amount
46000	46000	0	102MCWGSTR/M WIRE 10/2 MC STRANDED W/GRD 1000FT		644.99	M	29,669.54

PAID
 NOV 18 2008
 BOMBARD ELECTRIC

TERMS and CONDITIONS: All accounts are net 30 from the date of invoice unless arrangements have been made. By acceptance of the goods or services described in this invoice, buyer agrees to pay interest on any past due account at 1 1/2% per month and to pay all costs, including sellers actual attorney's fee, and all other expenses incurred in the collection of the Buyer(s) account as it exists now or in the future. Special order items may not be returned without prior approval of the manufacturer's restocking charge. Stock items accepted in writing for return will be subject to a minimum 25% restocking charge, which may be waived on occasion without future waiver. All cash sales are final. Any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement/and or merchandise sold here under shall be made in writing and delivered to Seller within 30 days after the date of sale, otherwise such claims shall be waived.

TOTAL INVOICE 29,669.54



crescent
electric
supply
company

NORTH LAS VEGAS, NV
(702) 262-9192

00587

Invoice Original

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

*** DIRECT SHIPMENT ***

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

Invoice Date	Invoice Number
November 21, 2008	147-733798-20
Customer Number	Date Shipped
244709-23	October 29, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07	
Ordered By	
DICK	

91460-9632-07 CP12/1/08

PAGE 1 OF 2

Quantity Ordered	Quantity Shipped	Quantity B/O	Item Description	Mark/Type	Unit Price	Extended Price
1		1	Job: FOUNTAINEBLEAU RESORT LOT PRICE		21,965.00/E	
			TO ADD THE FOLLOWING ITEMS FOR IMMEDIATE RELEASE: NEG# PXPB0606H701, ALT #0006			
4		4	PRL4 RETRO FIT KITS EACH WITH 2-225A/3P EDH FEEDER C/B'S & MNTG HARDWARE FOR EXISTING SWBDS	407 2 2008	N/C	N/C
1		1	PRL4 RETRO FIT KIT WITH 1-MSLTRA, 2-MSLTCA, 1-MSLTCA, 1-MSLTCA, 1-MSLTCA, 1-MSLTCA		N/C	N/C

Due Date	Merchandise Total	Total S&H	Total Tax	Total Other	TOTAL AMOUNT	64,985.00
12/10/08	64,985.00					



crescent
electric
supply
company

Please Detach and Return with Payment Except When Paying by Statement Accounts over 30 days past due.

SWITCH GEAR



OLD TO BOMBARD
3570 W PO
LAS VEGA:

\$ 678,472

10% my 67,847

CR
PO
EA

\$ 746,319

Invoice Number	147-733798-2
Account Number	244709-2
Invoice Date	November 21, 2008
Merchandise Total	64,985.00
Shipping & Handling	
Tax	
Other	
Invoice Total	64,985.00

Check # _____ \$ _____



**crescent
electric
supply
company**

00054

Invoice Original

NORTH LAS VEGAS, NV
(702) 262-9192

BOMBARD ELECTRIC
C/O CRESCENT ELECTRIC *DONNA
5570 S VALLEY VIEW
LAS VEGAS, NV 89118
*** DIRECT SHIPMENT ***

Invoice Date	Invoice Number
November 06, 2008	147-772758-01
Customer Number	Date Shipped
244709-23	October 24, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07 DELTA #10	
Ordered By	
DICK PENDLETON	

NOV 20 2008

BOMBARD ELECTRIC

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

91460-9632-07 cp11/12/08

PAGE 1 OF 1

SOLD TO

Quantity Ordered	Quantity Shipped	Quantity B/O	Item Description	Mark/Type	Unit Price	Extended Price
			Job: FOUNTAINEBLEAU RESORT			
			SPECIAL CUSTOMER REQUIREMENTS			
550	550		20A/1P ARC FAULT "QBAF1020"		N/C	N/C
1	1		LOT REMAINING FOR EATON ELE		63,706.00/E	63,706.00
1	1		FREEDOM MCC		N/C	N/C

*EFFECTIVE IMMEDIATELY WE WILL NO. LONGER BE OPEN ON SATURDAY
* WE ARE OPEN MONDAY THRU FRIDAY
* COUNTER 6AM THRU 4PM
* OFFICE 7AM THRU 4PM

Due Date	Merchandise Total	Total S&H	Total Tax	Total Other	TOTAL AMOUNT	63,706.00
12/10/08	63,706.00					



**crescent
electric
supply
company**

▲ Please Detach and Return with Payment Except When Paying by Statement ▲
A 1.5% Service Charge will be assessed on amounts over 30 days past due.



SOLD TO

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

Invoice Number	147-772758-01
Account Number	244709-23
Invoice Date	November 06, 2008
Merchandise Total	63,706.00
Shipping & Handling	
Tax	
Other	
Invoice Total	63,706.00

Please Make Payment To:

CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4420

Check # _____ \$ _____



**crescent
electric
supply
company**

LAS VEGAS, NV
(702) 262-9192

Invoice Original

SHIP TO

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

*** DIRECT SHIPMENT ***

Invoice Date	Invoice Number
October 27, 2008	147-733798-19
Customer Number	Date Shipped
244709-23	October 06, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07	
Ordered By	
DICK	

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

SOLD TO

963207 cp14/4/08

PAGE 1 OF 4

Quantity Ordered	Quantity Shipped	Quantity B/O	Item Description	Mark/Type	Unit Price	Extended Price
1	1		Job: FOUNTAINEBLEAU RESORT LOT OF EATON ELECTRICAL TO ADD SHORT CIRCUIT & COORDINATI STUDY, AND AN ARC FLASH STUDY ALL TO BE PER THE PROJECT PLANS AND SPECIFICATIONS 26-05-73 PARTS # 1,2,3,3.5 DATED 3/12/07 CUTLER HAMMER/EATON TO BE 100% COMPLIANT AND TAKES NO EXCEPTION TO REQUIREMENTS, SPECIFICATIONS, ETC.		514,790.00/E	514,790.00

OCT 31 2008
BOMBARD ELECTRIC

Due Date	Merchandise Total	Total S&H	Total Tax	Total Other	TOTAL AMOUNT	514,790.00
11/10/08	514,790.00					



**crescent
electric
supply
company**

Please Detach and Return with Payment Except When Paying by Statement A
A 1.5% Service Charge will be assessed on amounts over 30 days past due.



SOLD TO

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

Please Make Payment To:

CRESCENT ELECTRIC SUPPLY CO
PO BOX 500
EAST DUBUQUE, IL 61025-4420

Invoice Number	147-733798-19
Account Number	244709-23
Invoice Date	October 27, 2008
Merchandise Total	514,790.00
Shipping & Handling	
Tax	
Other	
Invoice Total	514,790.00

Check # _____ \$ _____



**crescent
electric
supply
company**

LAS VEGAS, NV
(702) 262-9192

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

SHIP
TO

*** DIRECT SHIPMENT ***

BOMBARD ELECTRIC
3570 W POST RD
LAS VEGAS, NV 89118

SOLD
TO

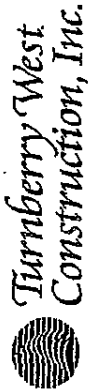
Invoice Date	Invoice Number
October 27, 2008	147-733798-19
Customer Number	Date Shipped
244709-23	October 06, 2008
Shipped Via	
BEST WAY	
Crescent Account Manager	
DAVID MYERS	
Purchase Order Number	
91460-9632-07	
Ordered By	
DICK	

PAGE 3 OF 4

Quantity Ordered	Quantity Shipped	Quantity B/O	Item Description	Mark/ Type	Unit Price	Extended Pric
			CHANGE ORDER 9/23/08, DELTA 16, R			
1		1	LOT REMAINING FOR EATON ELE		708,529.93/E	
1	1		IFS SWITCHBOARD "LTARQ LTARQ"		N/C	N/C
1	1		V12E006 "T-ELTRAA"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USHTRA"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USHTRB"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRA"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRB"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRC"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "USLTRD"		N/C	N/C
1	1		MVS 5/15 KV LINEUPS "EUSHTRA"		N/C	N/C
1	1		P1A225LT42AH01 "ULRB"		N/C	N/C
1	1		P1A225LT42AH01 "ULRC"		N/C	N/C
1	1		P2D225LT42AH01 "HTARA"		N/C	N/C
1	1		P2D225LT42AH01 "HTBRA"		N/C	N/C
1	1		P1A400BT42AH01 "ELTRAA"		N/C	N/C
1	1		P1A225LT42AH01 "L59B"		N/C	N/C
1	1		P1A225LT42AH01 "L60B"		N/C	N/C
1	1		P1A225LT42AH01 "L61B"		N/C	N/C
1	1		P1A225LT42AH01 "L59A"		N/C	N/C
1	1		P1A225LT42AH01 "L60A"		N/C	N/C
1	1		P1A225LT42HA01 "L61A"		N/C	N/C
1	1		P1A400BT42AH01 "ULRA"		N/C	N/C
1	1		P4D120LB54AH01 "ELEVDP64B"		N/C	N/C

GARAGE

STORED MATERIAL SUMMARY - MONTHLY REPORT



PROJECT: Fontainebleau Las Vegas, LLC - Garage

Submitted: Modernfold of Nevada, LLC

Application #: 7

Period To: 12/31/08

Location Stored At: Misa Metals / 2233 McCall St. Dayton, OH 45408

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH (
1	Rolled Steel (490,000 lbs. galv. & 320,000 lbs liner)	\$ 503872.00	503872.00	0.00	0.00
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
		\$ -			
Total		\$ 503872.00	\$ 503872.00	\$ 0.00	\$ 0.00

Please Note: Materials listed on this form should correspond with the AIA Application for Payment form.
 Vendor Invoices are to be submitted for materials listed on this form.



Turnberry West
Construction, Inc.

STORED MATERIAL SUMMARY - MONTHLY REPORT

PROJECT: Fontainebleau Las Vegas, LLC
Garage

Submitted: 12/11/2008

Application #: 16

Period To: 12/31/2008

Location Stored At: 4855 West Harmon Ave. Las Vegas NV. 89118

THYSSEN-KRUPP

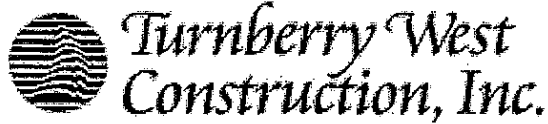
A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	CF 1-3 Elevator Machines & Controls	\$ 210,689.00	\$ 210,689.00	\$ -	\$ -
2	CF 1-3 Elevator Wiring & Signal Fixtures	\$ 185,902.00	\$ 185,902.00	\$ -	\$ -
3	CF 1-3 Elevator Cabs & Car Equipment	\$ 223,083.00	\$ 223,083.00	\$ -	\$ -
4	SGP 1-6 Elevator Machines & Controls	\$ 188,849.00	\$ 188,849.00	\$ -	\$ -
5	KS 2 Hydraulic Elev Motor, Controls, Cab, Signal	\$ 89,348.00	\$ 89,348.00		
6	CS 2 Traction Elev Motor, Controls, Cab, Signal	\$ 136,348.00	\$ 136,348.00		
7	EP 4 Hydraulic Elev Motor, Controls, Cab, Signal	\$ 89,112.00	\$ 89,112.00		
8	SS 1-3 Hydo Elev Motor, Controls, Cab, Signal	\$ 335,275.00	\$ 335,275.00		
9	EP1-3 Hydo Elev Motor, Controls, Cab, Signal	\$ 467,286.00	\$ 467,286.00		\$ -
10	NGP 1-6 Qty 6 machines platforms brackets	\$ 348,190.00	\$ 348,190.00		
11	CS1 Qty 1 complete traction elevator	\$ 164,633.00	\$ 164,633.00		
12	PS 1-3 Qty 3 complete traction elevators	\$ 448,985.00	\$ 448,985.00		
13	NGP 1-6 Qty 6 controllers/entrances/wiring	\$ 398,353.00	\$ -	\$ 398,353.00	
14	SGP 1-6 Qty 6 controllers/entrances/ wiring/governors/buffers	\$ 607,858.00	\$ -	\$ 607,858.00	
	Total	\$ 3,893,911.00	\$ 2,887,700.00	\$ 1,006,211.00	\$ -

AFFIDAVIT OF STORED MATERIAL

This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered into and entered by and between ThyssenKrupp Elevator ("Subcontractor") on the one hand, and Turnberry West Construction Inc. ("Contractor") on the other and is made and entered into this 11th day of December 2008.

For and in consideration of the sum of \$1,006,211 ✓ in hand paid receipt whereof is hereby acknowledged, Subcontractor certifies and attests as follows:

1. The stored material, as further described in "Exhibit 1" attached hereto, for which payment is sought and hereby received has been stored and secured for eventual incorporation into the work of the project known as Fontainbleau Garage ("Project");
2. The material is stored and secured at the following specific location(s):
4855 West Harmon, Las Vegas, NV 89118;
3. Subcontractor shall transport and store the stored material at the location set forth above in paragraph 2 at its sole expense and risk;
4. The material stored and secured is in strict compliance with the Subcontract Agreement, Project plans, specifications, and amendments, revisions or addenda thereto;
5. Subcontractor has free, clear and marketable title to the material stored and secured at the Project and hereby warrants that the material is free and clear from any lien or encumbrance;
6. Subcontractor has a full and continuing duty to undertake the care, custody and protection of the stored materials. Subcontractor hereby assumes all responsibility for any loss, pilferage, theft or damage to the stored materials. In the event of a loss not covered by the Builder's Risk insurance policy for the Project, Subcontractor hereby agrees to replace the stored materials within thirty (30) days at no cost or expense to Contractor.
7. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole cost and expense and with legal counsel reasonably approved by Contractor), and hold harmless the owner of the Project, Contractor, affiliated companies of Contractor, its partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, delays, obligations, damages, actions, causes of action, suits, losses,



Bill of Sale

Fontainebleau Las Vegas, LLC
2755 Las Vegas Blvd. S
Las Vegas, NV 89109

Attention: Robert Oehrl

RE: Stored Materials - Garage

Bill of Sale

The materials listed below are stored off-site at:

4855 WEST HARMON, LAS VEGAS, NV 89118

The ownership of the below listed material is hereby transferred to: Fontainebleau Las Vegas, LLC, as their interest may appear in consideration for payment of said materials:

Table with 2 columns: Materials, Amounts. Rows include NGP 1-6 Qty 6 Controllers/entrances/wiring (\$398,353) and SGP 1-6 Qty 6 Controllers/entrances/wiring/governors/buffers (\$607,858).

TOTAL DELIVERED THIS MONTH

By: Laurie Edsberg

\$1,006,211

Date: 12/11/2008

Title: LAURIE EDSBERG REGIONAL BILLING ANALYST

Company: ThyssenKrupp Elevator

DATED:

Subscribed and sworn before me this

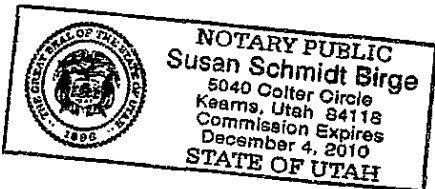
11th Day of December 2008 ThyssenKrupp Elevator (Company Name)

11 Day of December 2008

Notary Public: Susan Schmidt Birge
My commission expires: 12-4-2010

By: Laurie Edsberg
Print Name: LAURIE EDSBERG REGIONAL BILLING ANALYST
Title:

Notary Stamp



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

The property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agreed to carry to its final place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth in the Uniform Freight Classification in effect on the date hereof, if this is a bill of a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

595
Seal: 03820

Subject to Section 7 of conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From **ThyssenKrupp Elevator Manufacturing Inc.**

at **Middleton, TN**
SHIPPER'S NUMBERS

CONSIGNEE TO:
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORTS
3555 W. Quail Ave
4145 W. ALABAMA ST. A &
LAS VEGAS, NV 89118

ThyssenKrupp Elevator Manufacturing Inc.
(Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be Prepaid."

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges advanced
\$ _____

DATE 11/24/2008	CARRIER HIENSON	Trailer ID *T46521* *T46521*
CUSTOMER'S ORDER NUMBER 105G-X0805 BJ33600		Di6321

Job: **CX0805-11/21/2008 (C/O FONTAINEBLEAU RESORTS)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	___	0 100348	Traction Controller	777	00
1	___	0 100349	Traction Controller	699	00
1	___	0 100350	Traction Controller	687	00
1	___	0 100351	Traction Controller	692	00
1	___	0 100352	Traction Controller	692	00
1	___	0 100353	Traction Controller	700	00
1	___	2 SR8291	Skidded Entrance Products	998	50

Job: **CX0811-11/21/2008 (C/O FONTAINEBLEAU RESORTS)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	___	0 100359	Traction Controller	774	00
1	___	0 100360	Traction Controller	692	00
1	___	0 100361	Traction Controller	700	00
1	___	0 100362	Traction Controller	696	00
1	___	0 100363	Traction Controller	694	00
1	___	0 100364	Traction Controller	693	00
1	___	2 SF2306	Skidded Entrance Products	498	
1	___	2 SF2307	Skidded Entrance Products	1,350	
1	___	2 SF2309	Skidded Entrance Products	1,256	
1	___	2 SF2310	Skidded Entrance Products	358	
1	___	2 SF3300	Skidded Hoistway Products	1,246	50
1	___	2 SH9161	Skidded Hoistway Products	1,444	50

Job: **CX0855-11/21/2008 (C/O FONTAINEBLEAU RESORTS)**

Qty	Rec	UnitID	Description	Weight	RateClass
1	___	0 100383	Traction Controller	721	00
1	___	2 SF2314	Skidded Entrance Products	732	
1	___	2 SH3297	Skidded Hoistway Products	960	50
1	___	2 VS6790	Section 8 Sheaves and Hardware	918	50

3

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†(Shipper's Imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER

AGENT

PER

Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

11/24/08

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AGENT'S NO.

No.

The property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, numbered, and described as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to his usual place of delivery at said destination, if on its route, or to another carrier on the route to said destination, if it is usually so done, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party if any time interested in all or any of said property, full and complete service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a sea-water carrier, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

567

Seal: 03881

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From ThyssenKrupp Elevator Manufacturing Inc.

at SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.

(Signature of consignor)

If charges are to be prepaid, write or stamp here, "To be Prepaid."

PPD

Rec'd \$ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced

\$

CONSIGNEE TO:

THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORTS
3555 W. Quail Ave
4145 W ALI BABA STE A

LAS VEGAS, NV 89118

DATE

CARRIER

11/22/2008

THYSSON

CUSTOMER'S ORDER NUMBER

1053-X0805

R133600

Trailer ID

T48543

T48543

T40343

Job: CX0805-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1	✓	2 SE2287	Skidded Entrance Products
1	✓	2 SE2302	Skidded Entrance Products
1	✓	2 SE8328	Skidded Entrance Products
1	✓	2 SH9142	Skidded Hoistway Products

Weight	RateClass
1,277	
1,331	
735	50
1,754	50

Job: CX0811-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1	✓	2 SE2290	Skidded Entrance Products
1	✓	2 SE2291	Skidded Entrance Products
1	✓	2 SE8333	Skidded Entrance Products
1	✓	2 SE8335	Skidded Entrance Products
1	✓	2 SE8337	Skidded Entrance Products
1	✓	2 SE8338	Skidded Entrance Products
1	✓	2 SE8339	Skidded Entrance Products
1	✓	2 SE8341	Skidded Entrance Products
1	✓	2 SE8343	Skidded Entrance Products
1	✓	2 SE8345	Skidded Entrance Products
1	✓	2 SH9140	Skidded Hoistway Products
1	✓	2 SH9141	Skidded Hoistway Products
1	✓	2 SH9143	Skidded Hoistway Products
1	✓	2 SH9144	Skidded Hoistway Products

Weight	RateClass
1,084	
1,364	
1,660	50
1,643	50
1,641	50
1,642	
1,641	50
1,640	50
1,642	50
1,216	50
2,256	50
2,766	50
2,006	50
2,006	50

SHIPMENT INCOMPLETE MORE FREIGHT TO FOLLOW

SHIPMENT INCOMPLETE MORE FREIGHT TO FOLLOW

Job: CX0836-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1	✓	2 SC2451	Cab Skid
1	✓	2 SC2452	Cab Skid
1	✓	2 SE8327	Skidded Entrance Product

Weight	RateClass
1,180	
1,545	
544	50

SHIPMENT COMPLETE NO MORE FREIGHT TO FOLLOW

Job: CX0855-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description
1	✓	2 SH9131	Skidded Hoistway Products

Weight	RateClass
1,066	50

Job: CX0896-11/21/2008 (C/O FONTAINEBLEAU RESORT HOTEL CAS)

Qty	Rec	UnitID	Description

Weight	RateClass
	2

If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†(Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER

Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

Agent must detach and retain this Shipping Order ad must sign the Original Bill of Lading

Ken Reeves

Handwritten initials and date: KR 11/22/08

The property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agreed to carry to the usual place of delivery at each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Storage Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier Classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

Seal: 00005

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From ThyssenKrupp Elevator Manufacturing Inc.

at Middleton, TN

ThyssenKrupp Elevator Manufacturing Inc.

CONSIGNEE TO: THYSSENKRUPP ELEVATOR C/O FONTAINEBLEAU RESORTS 3555 W. Quail Ave 4145 WALLBABA STE A

SHIPPER'S NUMBERS

(Signature of consignor)

If charges are to be prepaid, write or stamp here. *To be Prepaid.*

LAS VEGAS, NV 89118

Rec'd \$ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced

\$

DATE	CARRIER	Trailer ID
11/20/2008	HENSON	*T45943* *T45943* T45943
CUSTOMER'S ORDER NUMBER		
105G-X0811	B133600	

Qty	Rec	UnitID	Description	Weight	RateClass
1	✓	2 VS6782	Section 8 Sheaves and Hardware	920	50
1	✓	2 VS6783	Section 8 Sheaves and Hardware	920	50
Job: CX0355-11/21/2008 (C/O FONTAINEBLEAU RESORTS)					
1	✓	2 VG3670	Governors	326	
1	✓	9 DP5925	Wiring Matl Pallet/Box	413	65
1	✓	9 DP5951 Elna Fit	Wiring Matl Pallet/Box	225	65
1	✓	9 DP5952 Concrunit	Wiring Matl Pallet/Box	381	65
1	✓	9 DP7779	Shipping Skids	764	60
1	✓	9 DP7782	Shipping Skids	514	60

Total Pieces: 35 Total Weight: 30,438.00

24 Hour Notify: TKE/LAS VEGAS

Phone: 702/262-6775

Pro Number:

Comments:

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

SHIPMENT INCOMPLETE MORE FREIGHT TO FOLLOW

Handwritten signature and date: Anderson 12-4-08

2

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†(Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER [Signature]

Agent must detach and retain this Shipping Order ad must sign the Original Bill of Lading

the property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agreed to carry to its usual place of delivery at said destination, if on the route, otherwise to deliver to another carrier on the route to said destination, if mutually agreed, as to each carrier of all or any portion of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any portion of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading (set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment).

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

091
 Seal: 44888

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

ThyssenKrupp Elevator Manufacturing Inc.
 (Signature of consignor)

If charges are to be prepaid, write or stamp here: "To be prepaid."

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon

Agent of Cashier _____

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced _____

\$ _____

From **ThyssenKrupp Elevator Manufacturing Inc.** at **Middleton, TN**

CONSIGNEE TO: **THYSSENKRUPP ELEVATOR**
C/O FONTAINEBLEAU RESORTS
3555 West Sunlit Ave
4145 W. ALI BABA TRAIL

LAS VEGAS, NV 89118

SHIPPER'S NUMBERS _____

DATE	CARRIER	TRAILER ID
11/26/2008	HEINSON	*T48504* *T48504*

CUSTOMER'S ORDER NUMBER
 105G-50805 B133600

148504

Job: CX0805-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description	Weight	Rate/Class
1		2 SC6161	Cab Skid	1,015	

Job: CX0811-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description	Weight	Rate/Class
1	✓	2 032009	Shipping Skids	672	60
1	✓	9 DP5931	Wiring Mat Pallet/Box	673	65
1	✓	9 DP5946	Wiring Mat Pallet/Box	405	65
1	✓	9 DP5953	Wiring Mat Pallet/Box	427	65
1	✓	9 DP5954	Wiring Mat Pallet/Box	1,361	65
1	✓	9 DP5955	Wiring Mat Pallet/Box	478	65
1	✓	9 DP5959	Wiring Mat Pallet/Box	592	65
1	✓	9 DP5976	Wiring Mat Pallet/Box	2,074	65
1	✓	9 DP5977	Wiring Mat Pallet/Box	2,057	65
1	✓	9 DP7791	Shipping Skids	1,792	60
1	✓	9 DP7792	Shipping Skids	3,330	60
1	✓	9 DP7793	Shipping Skids	2,075	60
1	✓	9 DP7794	Shipping Skids	1,518	60

Job: CX0855-11/21/2008 (C/O FONTAINEBLEAU RESORTS)

Qty	Rec	UnitID	Description	Weight	Rate/Class
1	✓	2 25645	Cwt Frames	480	60
1	✓	2 SH13202	Skidded Hoistway Products	55	60
1	✓	2 SP5406	Misc HoistWay Components	120	65
1	✓	2 VA9454	SAFETY & HARDWARE	625	
1	✓	2 VA9457	SAFETY & HARDWARE	170	

Total Pieces: 19 Total weight: 20,324.00

24 Hour Notify: TRE/LAS VEGAS
 Phone: 702/262-1115

Pro Number: 9 DP7793
 Comments:

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

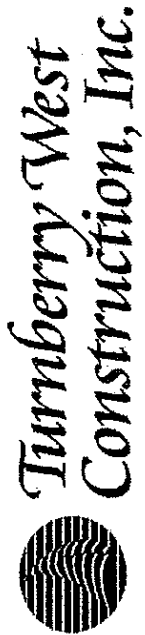
Don't sign
 Gary E. ...
 2/15/08
 3

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†(Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc. SHIPPER, PER MZ 11/26/08 AGENT PER _____



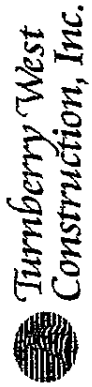
STORED MATERIAL SUMMARY

DESERT PLUMBING & HEATING

PROJECT: FONTAINEBLEAU LAS VEGAS - George
 Consolidated
 ADDRESS: 2755 Las Vegas Blvd., South, Las Vegas, NV

Onsite Stored Materials Statement 16
 REQUISITION NO. 25
 Period Ending: 12/22/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR or SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
1	10-200	Copper-Tower Plumbing (Kelly's Pipe & Supply) (TWC #200DES154001)(DPH-0601-4002)	TWC Warehouse	Desert Plumbing & Heating	\$ 520,342.98	\$	\$11,106.60	\$ 509,236.38
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			32940 feet		0 feet	32940 feet
C		1" Type L Copper Pipe			54900 feet		600 feet	54300 feet
D		1-1/2" Type L Copper Pipe			9240 feet		0 feet	9240 feet
E		2" Type L Copper Pipe			10540 feet		1200 feet	9340 feet
F		2-1/2" Type L Copper Pipe			14280 feet		0 feet	14280 feet
2	10-300	Copper-Garage Plumbing (Kelly's Pipe & Supply) (TWC #300DES154001)(DPH-0701-4003)	TWC Warehouse	Desert Plumbing & Heating	\$ 70,791.38	\$	\$ 10,011.25	\$ 60,780.12
A		1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
B		3/4" Type L Copper Pipe			200 feet		0 feet	200 feet
C		1" Type L Copper Pipe			1400 feet		0 feet	1400 feet
D		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
E		1-1/2" Type L Copper Pipe			1400 feet		0 feet	1400 feet
F		2" Type L Copper Pipe			4400 feet		0 feet	4400 feet
G		2-1/2" Type L Copper Pipe			2140 feet		860 feet	1280 feet
3	10-300	Copper-Garage Hydro (Kelly's Pipe & Supply) (TWC #300DPH151801)(DPH-0701-4007)	TWC Warehouse	Desert Plumbing & Heating	\$ 29,846.54	\$	\$ 8,405.84	\$ 21,440.70
A		3/4" Type L Copper Pipe			0 feet		0 feet	0 feet
B		1" Type L Copper Pipe			0 feet		0 feet	0 feet
C		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
D		1-1/2" Type L Copper Pipe			2400 feet		800 feet	1600 feet
E		2" Type L Copper Pipe			560 feet		560 feet	0 feet
F		3/4" Type M Copper Pipe			1800 feet		0 feet	1800 feet
G		1" Type M Copper Pipe			1400 feet		0 feet	1400 feet
H		1-1/2" Type M Copper Pipe			1800 feet		0 feet	1800 feet



STORED MATERIAL SUMMARY - MONTHLY REPORT

PROJECT: Fontainebleau Las Vegas, LLC/Garage

JCI / MOJAVE

Submitted 10-Dec-08

Application #: 15

Period To: 12/31/2008

Location Stored At: 3755 W. Hacienda Ave.

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
5	Wire, conduit, building materials	\$ 100.00	\$ 1,100.00	\$ -	\$ 1,000.00
7	Wire, conduit, building materials	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -
9	Wire, conduit, building materials	\$ 385.00	\$ 385.00	\$ -	\$ -
11	Wire, conduit, building materials	\$ 130.00	\$ 630.00	\$ -	\$ 500.00
13	Wire, conduit, building materials	\$ 250.00	\$ 500.00	\$ -	\$ 250.00
15	Wire, conduit, building materials	\$ 900.00	\$ 1,000.00	\$ -	\$ 100.00
17	Wire, conduit, building materials	\$ 250.00	\$ 500.00	\$ -	\$ 250.00
19	Wire, conduit, building materials	\$ 200.00	\$ 450.00	\$ -	\$ 250.00
21	Wire, conduit, building materials	\$ 150.00	\$ 350.00	\$ -	\$ 200.00
23	Wire, conduit, building materials	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
	Total	\$ 4,365.00	\$ 6,915.00	\$ -	\$ 2,550.00

Please Note:
Materials listed on this form should correspond with the AIA Application for Payment form.
Vendor Invoices are to be submitted for materials listed on this form.

OFFSITE STORED MATERIALS

SUBCONTRACTOR **Sun Valley / Conti**
 Job # **10300 Garage**
 Project **Fontainebleau Las Vegas**

Sun Valley Warehouse
 Pay Application #
 Period Ending: **11/20/08**

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
5	10300	Electrical Various	3455 Reno Ave suite A, LV, NV 89119	\$ 156,821.22	\$ 62,146.00	\$ 79,300.00	139,667.22
6				\$ -			-
7				\$ -			-
8				\$ -			-
9				\$ -			-
10				\$ -			-
11				\$ -			-
12				\$ -			-
13				\$ -			-
14				\$ -			-
15				\$ -			-
16				\$ -			-
17				\$ -			-
18				\$ -			-
19				\$ -			-
20				\$ -			-
29				\$ -			-
30				\$ -			-
31				\$ -			-
32				\$ -			-
33				\$ -			-
34				\$ -			0.00
PAGE TOTAL				\$ 156,821.22	\$ 62,146.00	\$ 79,300.00	\$ 139,667.22

✓ ✓ ✓ ✓ ✓

1	USCP1	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	8,703.00
6	USCP1	400 E SPARE FUSE REFILLS	0	\$	-	\$	-	\$	0
1	USCP2	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP2	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP3	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP3	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP4	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP4	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP5	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP5	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP6	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP6	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP7	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP7	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,640.00
1	USCP8	SUBSTATION TRANSFORMERS	0	\$	-	\$	-	\$	34,130.00
1	USCP8	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	8,640.00
1	USLCCRA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.68
1	USLCCRA	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	8,562.00	\$	8,562.00
1	USLCCRB	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.68
1	USLCCRB	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	USLCCRC	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.68
1	USLCCRC	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	8,104.00
1	USHCCRA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.00
1	USHCCRA	MEDIUM VOLTAGE SWITCH	0	\$	-	\$	-	\$	7,845.00
1	USHCCRB	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.00
1	USHCCRB	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	USHCCRC	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	33,121.00
1	USHCCRC	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	EUSHCCRC	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	53,500.00
1	EUSHCCRC	MEDIUM VOLTAGE SWITCH (MVS 5/15 KV LINE MVG02412-008)	0	\$	-	\$	-	\$	8,104.00
1	USHP3A	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	41,000.00
1	USHCPA	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	41,000.00
1	USHCPB	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	46,000.00
1	USHCPC	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	46,000.00
1	XUSHP3A	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	46,000.00
1	EUSHP3A	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	46,000.00
1	USLP3A	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	32,594.00
1	USG1	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG2	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG3	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG4	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG5	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	USG6	SUBSTATION TRANSFORMERS (19924 REV 4 071007 I)	0	\$	-	\$	-	\$	61,253.00
1	MSHCPA	PRLC SWITCHBOARD	0	\$	-	\$	-	\$	27,060.00

Item	Description	Quantity	Unit Price	Total Price	Material	Quantity	Unit Price	Total Price	Material	Quantity	Unit Price	Total Price
1	T-DBLCC14CD				TRANSFER LUG KIT (LKS4)	0	\$			0	\$	
1	T-ELCC11A				Hammond	0	\$			0	\$	
1	T-ELCC11B				Hammond	0	\$			0	\$	
1	T-ELCC11C				Hammond	0	\$			0	\$	
1	EPF-G1				ECN1812CJA-A30A31R50	0	\$			0	\$	
1	EPF-G2				ECN1812CJA-A30A31R50	0	\$			0	\$	
1	EMCCCPA				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	EMCC3A				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	EMCGRA				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	EMCCRB				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	BMCCA				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	BMCCB				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	BMCCC				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	MCCRA				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	MCCRB				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	MCCRC				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	CHMCCA				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	CHMCCB				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	CHMCCB				VERTICAL WIREWAY DOOR	0	\$			0	\$	
1	CHMCCC				MOTOR CONTROL CENTER (FREEDOM MCC)	0	\$			0	\$	
1	CHMCCC				VERTICAL WIREWAY DOOR	0	\$			0	\$	
1	CTDBA				BOX (EZB2090R)	0	\$			0	\$	
1	CTDBA				INTERIOR (P3E400LT90AH01)	0	\$			0	\$	
1	CTDBB				TRIM (EZT2090S)	0	\$			0	\$	
1	CTDBB				BOX (EZB2090R)	0	\$			0	\$	
1	CTDBB				INTERIOR (P3E400LT90AH01)	0	\$			0	\$	
1	CTDBB				TRIM (EZT2090S)	0	\$			0	\$	
1	CTDBC				BOX (EZB2090R)	0	\$			0	\$	
1	CTDBC				INTERIOR (P3E400LT90AH01)	0	\$			0	\$	
1	CTDBC				TRIM (EZT2090S)	0	\$			0	\$	
1	DBLCPA				BOX (BX3690)	0	\$			0	\$	
1	DBLCPA				INTERIOR (P4A600BT78AH01)	0	\$			0	\$	
1	DBLCPA				TRIM (NON STD TRIM)	0	\$			0	\$	
1	AVDBLCCRB				BOX (BX3690)	0	\$			0	\$	
1	AVDBLCCRB				INTERIOR (P4A400BT78AH01)	0	\$			0	\$	
1	AVDBLCCRB				TRIM (NON STD TRIM)	0	\$			0	\$	
1	ELEVDBCCCA				BOX (EZB2090R)	1	\$	1,256.00		0	\$	
1	ELEVDBCCCA				INTERIOR (P3E250LT96AH01)	0	\$			0	\$	
1	ELEVDBCCCA				TRIM (EZT2090S)	0	\$			0	\$	
1	ELEVDBCCCA				BOX (EZB2090R)	0	\$			0	\$	
1	ELEVDBCCAA				INTERIOR (P3E400LT90AH01)	1	\$	2,290.00		0	\$	
1	ELEVDBCCAA				TRIM (EZT2090S)	0	\$			0	\$	
1	ELEVDBCCAB				BOX (EZB2090R)	1	\$	1,111.00		0	\$	
1	ELEVDBCCAB				INTERIOR (P3E400LT24AH01)	0	\$			0	\$	
1	ELEVDBCCAB				TRIM (EZT2090S)	0	\$			0	\$	
1	XDBHCCRA				BOX (EZB2090R)	0	\$			0	\$	
1	XDBHCCRA				INTERIOR (P3D400LT72AH01)	0	\$			0	\$	
1	XDBHCCRA				TRIM (EZT2090S)	0	\$			0	\$	
1	XDBHCCRB				BOX (BX3690)	0	\$			0	\$	
1	XDBHCCRB				INTERIOR (P4D400LT78AH01)	0	\$			0	\$	

1	EHCCRA	BOX (EZB2090R)	1	\$	2,296.00	1	\$	2,296.00	\$	-	\$	2,296.00
1	EHCCRA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	EHCCRA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	EHCCRB	BOX (EZB2090R)	1	\$	2,296.00	1	\$	2,296.00	\$	-	\$	2,296.00
1	EHCCRB	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	EHCCRB	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	EHCCRC	BOX (EZB2090R)	1	\$	2,290.00	1	\$	2,290.00	\$	-	\$	2,290.00
1	EHCCRC	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	EHCCRC	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HP3AA	BOX (EZB2090R)	1	\$	1,730.00	0	\$	-	\$	1,730.00	\$	1,730.00
1	HP3AA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HP3AA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HP5AA	INTERIOR (P3D250LT48AH3R)	0	\$	-	0	\$	-	\$	-	\$	1,344.00
1	HP5AA	LWPG290		\$	-	0	\$	-	\$	-	\$	-
1	HP8AA	INTERIOR (P3D250LT48AH3R)	0	\$	-	0	\$	-	\$	-	\$	1,344.00
1	HP8AA	LWPG290		\$	-		\$	-	\$	-	\$	-
1	HCC11AA	BOX (EZB2090R)	1	\$	1,366.00	0	\$	-	\$	1,366.00	\$	1,366.00
1	HCC11AA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCC11AA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCC11BA	BOX (EZB2090R)	1	\$	1,708.00	0	\$	-	\$	1,708.00	\$	1,708.00
1	HCC11BA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCC11BA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCCRAA	BOX (EZB2090R)	1	\$	2,272.00	1	\$	2,272.00	\$	-	\$	2,272.00
1	HCCRAA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCCRAA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCCRBA	BOX (EZB2090R)	1	\$	2,267.00	1	\$	2,267.00	\$	-	\$	2,267.00
1	HCCRBA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCCRBA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	HCCRCA	BOX (EZB2090R)	1	\$	2,273.00	0	\$	-	\$	2,273.00	\$	2,273.00
1	HCCRCA	INTERIOR (P3D250LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	HCCRCA	TRIM (EZT2090S)		\$	-		\$	-	\$	-	\$	-
1	LCPA	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	461.00
1	LCPA	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPA	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LCPAS	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	444.00
1	LCPAS	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPAS	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LCPB	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	461.00
1	LCPB	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPB	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LCPBS	BOX (EZB2060R)	0	\$	-	0	\$	-	\$	-	\$	444.00
1	LCPBS	INTERIOR (P2A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LCPBS	TRIM (EZT2060S)		\$	-		\$	-	\$	-	\$	-
1	LP1AA	BOX (EZB2060R)	1	\$	190.00	0	\$	-	\$	190.00	\$	190.00
1	LP1AA	INTERIOR (P1A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LP1AA	TRIM (EZT2060F)		\$	-		\$	-	\$	-	\$	-
1	LP1AB	BOX (EZB2060R)	1	\$	197.00	0	\$	-	\$	197.00	\$	197.00
1	LP1AB	INTERIOR (P1A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LP1AB	TRIM (EZT2060F)		\$	-		\$	-	\$	-	\$	-
1	LP1AC	BOX (EZB2060R)	1	\$	228.00	0	\$	-	\$	228.00	\$	228.00
1	LP1AC	INTERIOR (P1A225LT42AH01)		\$	-		\$	-	\$	-	\$	-
1	LP1AC	TRIM (EZT2060F)		\$	-		\$	-	\$	-	\$	-
1	LP1ACS	BOX (EZB2060R)	1	\$	240.00	0	\$	-	\$	240.00	\$	240.00

1	LCC14AC	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AC	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14ACS	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14ACS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14ACS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AD	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AD	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AD	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AD	BOX (EZB2060R)	1	\$	244.00	\$	244.00	\$	244.00	\$	244.00	\$	244.00
1	LCC14ADS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14ADS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AE	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AE	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AE	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AE	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14AES	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AES	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AES	BOX (EZB2060R)	1	\$	257.00	\$	257.00	\$	257.00	\$	257.00	\$	257.00
1	LCC14AF	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AF	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AF	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14AFS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AFS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AG	BOX (EZB2060R)	1	\$	276.00	\$	276.00	\$	276.00	\$	276.00	\$	276.00
1	LCC14AG	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AG	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AGS	BOX (EZB2060R)	1	\$	261.00	\$	261.00	\$	261.00	\$	261.00	\$	261.00
1	LCC14AGS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14AGS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAH	BOX (EZB2060R)	1	\$	241.00	\$	241.00	\$	241.00	\$	241.00	\$	241.00
1	LCC14BAH	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAH	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAS	BOX (EZB2060R)	1	\$	261.00	\$	261.00	\$	261.00	\$	261.00	\$	261.00
1	LCC14BAS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BAS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BB	BOX (EZB2060R)	1	\$	483.00	\$	483.00	\$	483.00	\$	483.00	\$	483.00
1	LCC14BB	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BB	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BBS	BOX (EZB2060R)	1	\$	259.00	\$	259.00	\$	259.00	\$	259.00	\$	259.00
1	LCC14BBS	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BBS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BC	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14BC	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BC	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BCS	BOX (EZB2060R)	1	\$	275.00	\$	275.00	\$	275.00	\$	275.00	\$	275.00
1	LCC14BCS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BCS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BD	BOX (EZB2060R)	1	\$	268.00	\$	268.00	\$	268.00	\$	268.00	\$	268.00
1	LCC14BD	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BD	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BDS	BOX (EZB2060R)	1	\$	254.00	\$	254.00	\$	254.00	\$	254.00	\$	254.00
1	LCC14BDS	INTERIOR (P1A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LCC14BDS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-	\$	-

1	KLCC14BDS	BOX (EZB2060R)	1	\$	501.00	0	\$	-	\$	501.00	\$	501.00	\$	501.00
1	KLCC14BDS	INTERIOR (P1A225LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC14BDS	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC14CA	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	192.00	\$	192.00
1	KLCC14CA	INTERIOR (P2A225LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC14CA	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11AA	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11AA	INTERIOR (P1A225LT42AH01)	1	\$	300.00	1	\$	300.00	\$	-	\$	-	\$	300.00
1	KLCC11AA	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11AB	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11AB	INTERIOR (P1A225LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11AB	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BB	BOX (EZB2060R)	1	\$	264.00	0	\$	264.00	\$	-	\$	264.00	\$	264.00
1	KLCC11BB	INTERIOR (P1A225LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BB	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BC	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BC	INTERIOR (P1A225LT42AH01)	1	\$	252.00	0	\$	252.00	\$	-	\$	252.00	\$	252.00
1	KLCC11BC	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BD	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BD	INTERIOR (P1A225LT42AH01)	1	\$	256.00	0	\$	256.00	\$	-	\$	256.00	\$	256.00
1	KLCC11BD	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BD	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11BDS	INTERIOR (P1A225LT42AH01)	1	\$	199.00	0	\$	199.00	\$	-	\$	199.00	\$	199.00
1	KLCC11BDS	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11CA	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11CA	INTERIOR (P1A225LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	KLCC11CA	TRIM (EZT2060F)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11A	BOX (EZB2072R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11A	INTERIOR (P1A400BT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11A	TRIM (EZT2072S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11AS	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	317.00	\$	317.00
1	ELCC11AS	INTERIOR (P1A400LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11AS	TRIM (EZT2060S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCPA	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCPA	INTERIOR (P1A225BT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCPA	TRIM (EZT2060S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELP3A	BOX (EZB2072R)	1	\$	392.00	1	\$	392.00	\$	-	\$	392.00	\$	392.00
1	ELP3A	INTERIOR (P1A400BT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELP3A	TRIM (EZT2072S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11C	BOX (EZB2072R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11C	INTERIOR (P1A400BT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11C	TRIM (EZT2072S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11CS	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	392.00	\$	392.00
1	ELCC11CS	INTERIOR (P1A400LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCC11CS	TRIM (EZT2060S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCCRA	BOX (EZB2072R)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCCRA	INTERIOR (P1A400BT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCCRA	TRIM (EZT2072S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCCRAS	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	390.00	\$	390.00
1	ELCCRAS	INTERIOR (P1A400LT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCCRAS	TRIM (EZT2060S)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-
1	ELCCRB	BOX (EZB2072R)	0	\$	-	-	\$	-	\$	-	\$	225.00	\$	225.00
1	ELCCRB	INTERIOR (P1A400BT42AH01)	0	\$	-	-	\$	-	\$	-	\$	-	\$	-

1	LCC14AHS	INTERIOR (P2A225LT42AH01)	0	\$	-	\$	-	\$	-	\$	-
1	LCC14AHS	TRIM (EZT2060F)	0	\$	-	\$	-	\$	-	\$	-
1	DBLCC14CD	PRLC SWITCHBOARD	0	\$	-	\$	-	\$	-	\$	-
1	EDBHCCRA	PRLC SWITCHBOARD	0	\$	-	\$	-	\$	-	\$	-
1	HCPG1	SAFETY SWITCH (DH361UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HCPG2	SAFETY SWITCH (DH361UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HCPG3	SAFETY SWITCH (DH361UGK)	0	\$	-	\$	-	\$	-	\$	-
1	AHG1B	SAFETY SWITCH (DH362UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HPP1	SAFETY SWITCH (DH362UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HPP2	SAFETY SWITCH (DH362UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HPP3	SAFETY SWITCH (DH362UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HPP4	SAFETY SWITCH (DH362UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HPP5	SAFETY SWITCH (DH362UGK)	0	\$	-	\$	-	\$	-	\$	-
1	B1	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	B2	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	B3	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	B4	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	SB1	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	SB2	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	SB3	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	SB4	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	SB5	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	SB6	SAFETY SWITCH (DH363UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HWP1	SAFETY SWITCH (DH364UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HWP2	SAFETY SWITCH (DH364UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HWP3	SAFETY SWITCH (DH364UGK)	0	\$	-	\$	-	\$	-	\$	-
1	HWP4	SAFETY SWITCH (DH364UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-1	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-2	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-3	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-4	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-5	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-6	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-7	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	TP-8	SAFETY SWITCH (DH366UGK)	0	\$	-	\$	-	\$	-	\$	-
1	EF10G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	EF11G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	EF4G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	EF7G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	EF17G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF1G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF2G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF3G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF4G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF5G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF11G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF12G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	GEF17G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	VEF1G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	VEF2G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	VEF3G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	VEF4G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-
1	VEF5G	SAFETY SWITCH (DH361URK)	0	\$	-	\$	-	\$	-	\$	-

1	LP8AB	TRANSFORMER- MINI POWER CENTER (P48G28T30P)	0	\$	-	0	\$	-	\$	-	\$	4,888.00
18	LP8AB	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	\$	-
3	LP8AB	BREAKERS (BR220)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELEVCCAA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	\$	2,860.00
18	ELEVCCAA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELEVCCAB	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	\$	2,860.00
18	ELEVCCAB	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELEVCCBA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	\$	2,860.00
18	ELEVCCBA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELEVCCCA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	\$	2,860.00
18	ELEVCCCA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELEVP1AA	TRANSFORMER- MINI POWER CENTER (P48G28T15P)	0	\$	-	0	\$	-	\$	-	\$	2,860.00
18	ELEVP1AA	BREAKERS (BR120)	0	\$	-	0	\$	-	\$	-	\$	-
1	HCPAS	BOX (EZB2090)	0	\$	-	0	\$	-	\$	-	\$	-
1	HCPAS	INTERIOR (P3D400LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-
7	HCPAS	HFD1020 FUSES	0	\$	-	0	\$	-	\$	-	\$	-
1	HCPAS	TRIM (EZT2090)	0	\$	-	0	\$	-	\$	-	\$	-
1	LP3AH	BOX (EZB2060)	0	\$	-	0	\$	-	\$	-	\$	-
1	LP3AH	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-
1	LP3AH	TRIM (EZT2060)	0	\$	-	0	\$	-	\$	-	\$	-
1	LCC11BBS	BOX (EZB2060)	0	\$	-	0	\$	-	\$	-	\$	-
1	LCC11BBS	INTERIOR (P1A225LT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-
1	LCC11BBS	TRIM (EZT2060)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELP3AS	BOX (EZB2060)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELP3AS	INTERIOR (P1A400BT42AH01)	0	\$	-	0	\$	-	\$	-	\$	-
1	ELP3AS	TRIM (EZT2060)	0	\$	-	0	\$	-	\$	-	\$	-
1 lot of fuses												
9	FUSES	LPJ400SP	0	\$	-	0	\$	-	\$	-	\$	11,585.22
24	FUSES	LPJ175SP	0	\$	-	0	\$	-	\$	-	\$	-
12	FUSES	LPJ150SP	0	\$	-	0	\$	-	\$	-	\$	-
24	FUSES	LPJ110SP	0	\$	-	0	\$	-	\$	-	\$	-
36	FUSES	LPJ80SP	0	\$	-	0	\$	-	\$	-	\$	-
12	FUSES	KRPC2500SP	0	\$	-	0	\$	-	\$	-	\$	-
9	FUSES	KRPC3000SP	0	\$	-	0	\$	-	\$	-	\$	-
9	FUSES	KRPC4000SP	0	\$	-	0	\$	-	\$	-	\$	-
1	FUSES	PS4T48R1AF1	0	\$	-	0	\$	-	\$	-	\$	-
14	FUSES	PS2T48R1AF1	0	\$	-	0	\$	-	\$	-	\$	-
10	FUSES	PS1T48R1AF1	0	\$	-	0	\$	-	\$	-	\$	-
			123	\$	62,146.00	16	\$	79,300.00	\$	139,667.22	\$	11,585.22
			TOTALS									
			156182122	\$	62,146.00		\$	79,300.00	\$	139,667.22	\$	11,585.22
								off	\$			

PODIUM

STORED MATERIAL SUMMARY - MONTHLY REPORT

Fontainebleau Podium
W&W Steel, LLC

Submitted by: Application #: 22 Period To: 12/31/2008

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C Weight ON HAND AT END OF MONTH (D+E-F)	\$/TON	NET \$ ON HAND AT END OF MONTH	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	Raw Material (Per Attached Inventory Report) *OKC	22,425,960	1080	\$33,606	\$99,684	\$145,729	\$211,807
2	Fabricated Material	0		\$3	\$19	\$0	\$16
3	Freight (All material excluding Arcelor)			\$0	\$0	\$0	\$0
4	Arcelor & All Trans Freight			\$0	\$1	\$0	\$0
5	** (A) Stock Material, (B) Fee & (C) Sales Tax @7.75%	N/A		\$5,148	\$15,310	\$22,286	\$32,448
6	* AFCCO	0		\$53	\$387	\$0	\$334
TOTALS				\$38,810	\$115,401	\$168,015	\$274,606

**Sec below

A \$0

B \$10,992

C \$11,294

\$22,286

AFFIDAVIT OF STORED MATERIAL

(Before Payment)

This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered-into and entered by and between W&W Steel, LLC ("Subcontractor") on the one hand, and Turnberry West Construction, Inc. ("Contractor") on the other and is made and entered into this ~~19th~~ ^{19th} day of ~~December~~ ^{December}, 2008.

For and in consideration of the sum of ~~\$163,015.00~~ ^{\$163,015.00}, which Contractor has agreed to pay and which Subcontractor has agreed to accept, for stored materials, more particularly described in the attached inventory, Subcontractor certifies and attests as follows:

1. The stored material, as further described in Exhibit "A" attached hereto, for which payment is sought and hereby received has been stored and secured for eventual incorporation into the work of the project known as Fontainebleau Podium ("Project");
2. The material is stored and secured at the following specific location(s): 1730 West Reno, Oklahoma City, OK 73106; AFCO Steel 1423 E. 6th St., Little Rock, AR 72202
3. Subcontractor shall transport and store the stored material at the location set forth above in paragraph 2 at its sole expense and risk unless otherwise specified in the Subcontract Agreement;
4. The material stored and secured is in compliance with the Subcontract Agreement, Project plans, specifications, and amendments, revisions or addenda thereto;
5. Subcontractor has free, clear and marketable title to the material stored and secured at the Project and hereby warrants that the material is free and clear from any lien or encumbrance;
6. Subcontractor has a full and continuing duty to undertake the care, custody and protection of the stored materials. Subcontractor hereby assumes all responsibility for any loss, pilferage, theft or damage to the stored materials. In the event of a loss not covered by the Builder's Risk insurance policy for the Project, Subcontractor hereby agrees to replace the stored materials within thirty (30) days at no cost or expense to Contractor.
7. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole cost and expense and with legal counsel reasonably approved by Contractor), and hold harmless the owner of the Project, Contractor, affiliated companies of Contractor, its partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, delays, obligations, damages, actions, causes of action, suits, losses, judgments, settlements, fines, penalties, trademark, copyright, and any liabilities, costs and expenses (including, without limitation, investigative and repair costs, in-house legal fees, attorneys' fees, disbursements and court costs, and all other professional, expert, or consultants' fees and costs of every kind and nature whatsoever) ("Claims") which arise out of or are in any way connected with the stored

EXHIBIT "A"

Per Printouts and invoices attached

OFFSITE STORED MATERIALS



SUBCONTRACTOR
 Job #
 Project

Giroux Glass, Inc.
 10500
 Fontainebleau Las Vegas

Pay Application # 14
 Period Ending: 12/31/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H CLOSING INVENTORY
OCTOBER 47795	Hospitality Garden Meeting Room	Kawneer Co. - Extrusions, parts, misc glazing accessories following Invoices: Inv.#371946-RI - dated 9/05/08 Inv.#372931-RI - dated 9/19/08 Inv.#373676-RI - dated 9/30/08 Inv.#374078-RI - dated 10/6/08 Inv.#374079-RI - dated 10/6/08 Inv.#374080-RI - dated 10/6/08	Giroux Glass, Inc. 4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 10,522.87 \$ 77,958.03 \$ 713.00 \$ 3,454.23 \$ 17,877.41 \$ 13,170.02	- - - - - -	\$ 10,522.87 \$ 77,958.03 \$ 713.00 \$ 3,454.23 \$ 17,877.41 \$ 13,170.02	\$ \$ \$ \$ \$ \$
NOVEMBER 49196	Las Vegas Blvd & Riviera Blvd	Dri Design- Panel Material- Aluminum Coils INV # 1894- dated 09/05/08	DRI DESIGN 6612 Snowdrift Road, Allentown, PA 18106	\$ 316,600.00	-	-	\$ 316,600.00
47795	Meeting Room	Kawneer Co. - Extrusions, parts, misc- INV # 376679	4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 334.99	-	\$ 334.99	\$ \$
52804, 053314	Meeting Room	Fasco- Extrusions, parts, misc. glazing accessories INV# 748569-00, 750922-00, 751804-00	4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 7,229.38	-	\$ 7,229.38	\$ \$
53501	Meeting Room	Old Castle Glass-Curtain Wall Glass; Sunglass Inv# 61503, 61504, 61505- dated 11/07/08	4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 29,397.00	-	-	\$ 29,397.00
51081	Meeting Room	Stud Welding Products- Inv #0177023-IN	4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 141.00	-	\$ 141.00	\$ \$
53379	Meeting Room	Stud Welding Products- Inv #0177024-IN	4050 W. Mesa Vista Ave, Las Vegas, NV 89118	\$ 179.55	-	\$ 179.55	\$ \$
53381	Meeting Room	Subtotal	353,881.92	\$ -	-	\$ -	\$ -
December N/A		Subtotal		\$ 477,577.48	-	\$ 131,580.48	\$ 345,997.00

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY) 10/21/08

PRODUCER
 Aon Risk Insurance Services West, Inc.
 fka Aon Risk Services, Inc. of S CA
 1901 Main Street
 Suite 300
 Irvine CA 92614 USA

PHONE (949) 608-6300 FAX (949) 608-6451

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Giroux Glass, Inc.
 7145 W. Post Road
 Las Vegas NV 89103 USA

INSURERS AFFORDING COVERAGE

INSURER A:	Old Republic General Ins Corp
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES: This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	A1CG56320800	01/01/08	01/01/09	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
					PRODUCTS - COMP/OP AGG	\$2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> HIRED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC AGG	
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	A1CW56320800	01/01/08	01/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
					E.L. EACH ACCIDENT	\$1,000,000
					E.L. DISEASE-POLICY LIMIT	\$1,000,000
					E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Turnberry West Construction, Inc.; Fontainebleau Las Vegas, LLC; Fontainebleau Las Vegas II, LLC; Bank of America, N.A. et. al., and Wells Fargo Bank National Association et. al. are additional insured. Re: Fabricate or Assemble the Stored Materials @ 4050 W. Mesa Vista, Las Vegas, NV 89118 - valued @ \$2,000,000. GL endorsement

CERTIFICATE HOLDER **CANCELLATION**

Turnberry West Construction, Inc.
 2755 Las Vegas Boulevard
 Las Vegas NV 89118 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Alj Berlanga*

Holder Identifier : 570031320023 Certificate No : 570031320023



POLICY NUMBER: A1CG56320800

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Turnberry West Construction, Inc.; Fontainebleau Las Vegas, LLC; Fontainebleau Las Vegas II, LLC; Bank of America, N.A. et. al., and Wells Fargo Bank National Association et. al.

Re: Fabricate or Assemble the Stored Materials @ 4050 W. Mesa Vista, Las Vegas, NV 89118 - valued @ \$2,000,000

Information required to complete this Schedule, if not shown above, will be show in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "product completed operations hazard".



**Turnberry West
Construction, Inc.**

OFFSITE STORED MATERIALS

SUBCONTRACTOR

Tracy & Ryder Landscape, Inc.

Job #

PWI-001

Project

Fontainebleau Las Vegas - Podium

Pay Application # 15

Period Ending: 11/20/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H CLOSING INVENTORY
1	Podium	Stainless Steel Material for the Podium/Pool Deck Pools and Spas	Bradford Products, 710 Sunnyvale Dr., Wilmington, NC 28412	\$ 1,363,552.00	- \$	217,678.00	\$ 1,145,874.00
2	Podium	Stainless Steel Material used in fabrication for Podium Pools and Spas	Bradford Products, 710 Sunnyvale Dr., Wilmington, NC 28412	\$ 473,253.00	\$ 217,678.00	- \$	\$ 690,931.00
				\$ -	- \$	- \$	
				\$ 1,836,805.00	\$ 217,678.00	\$ 217,678.00	\$ 1,836,805.00

✓ ✓ ✓ ✓ ✓

EXHIBIT "1"

Stainless Steel for the Podium, Pool Deck, and Spas

Value of stored materials is based upon the following paid payment applications for material only.

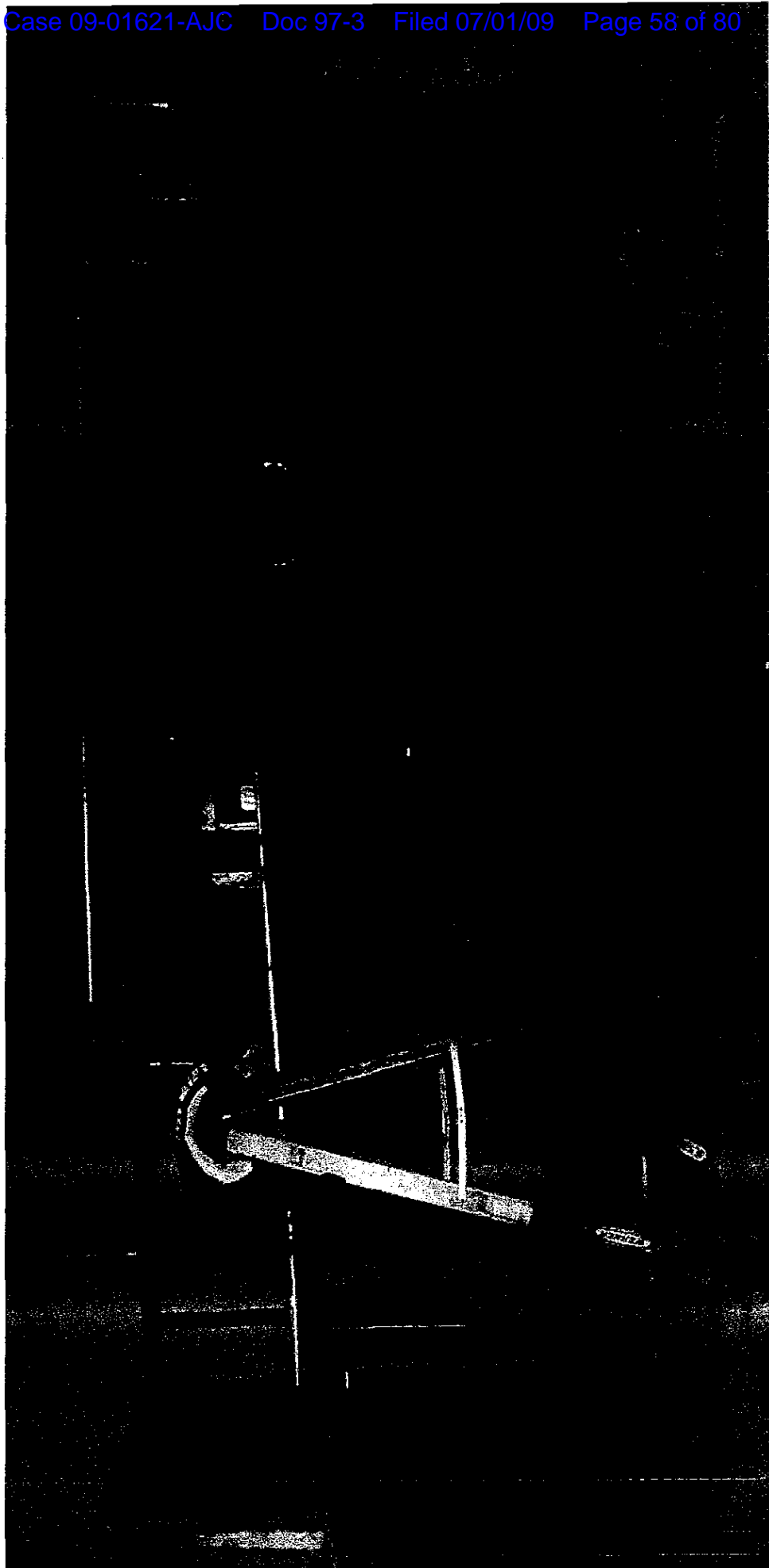
PAID MATERIAL STORED AND UNFABRICATED - ADDITION(S):

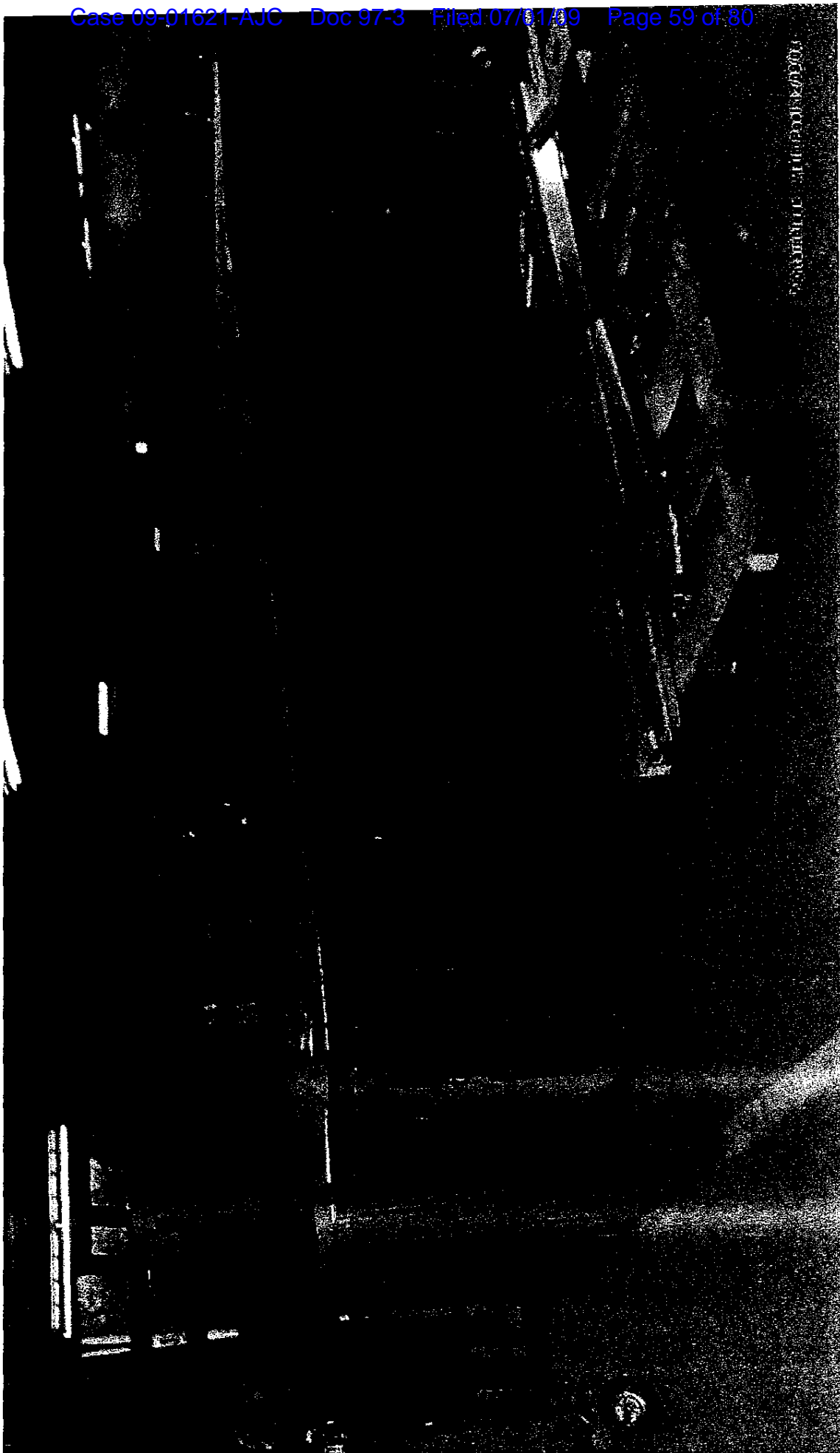
1. Application #07-0091-000004 dated December 31st, 2007 / check #20784 dated February 1, 2008 in the amount of \$1,329,743.00
2. Application #07-0091-000006 dated February 29th, 2008 / check #21195 dated March 28, 2008 in the amount of \$444,258.00.
3. Application #07-0091-000007 dated March 31st, 2008 / check #21368 dated May 1st, 2008 in the amount of \$62,804.00.
\$1,836,805.00 = Total of paid stored materials through December 31st, 2008.

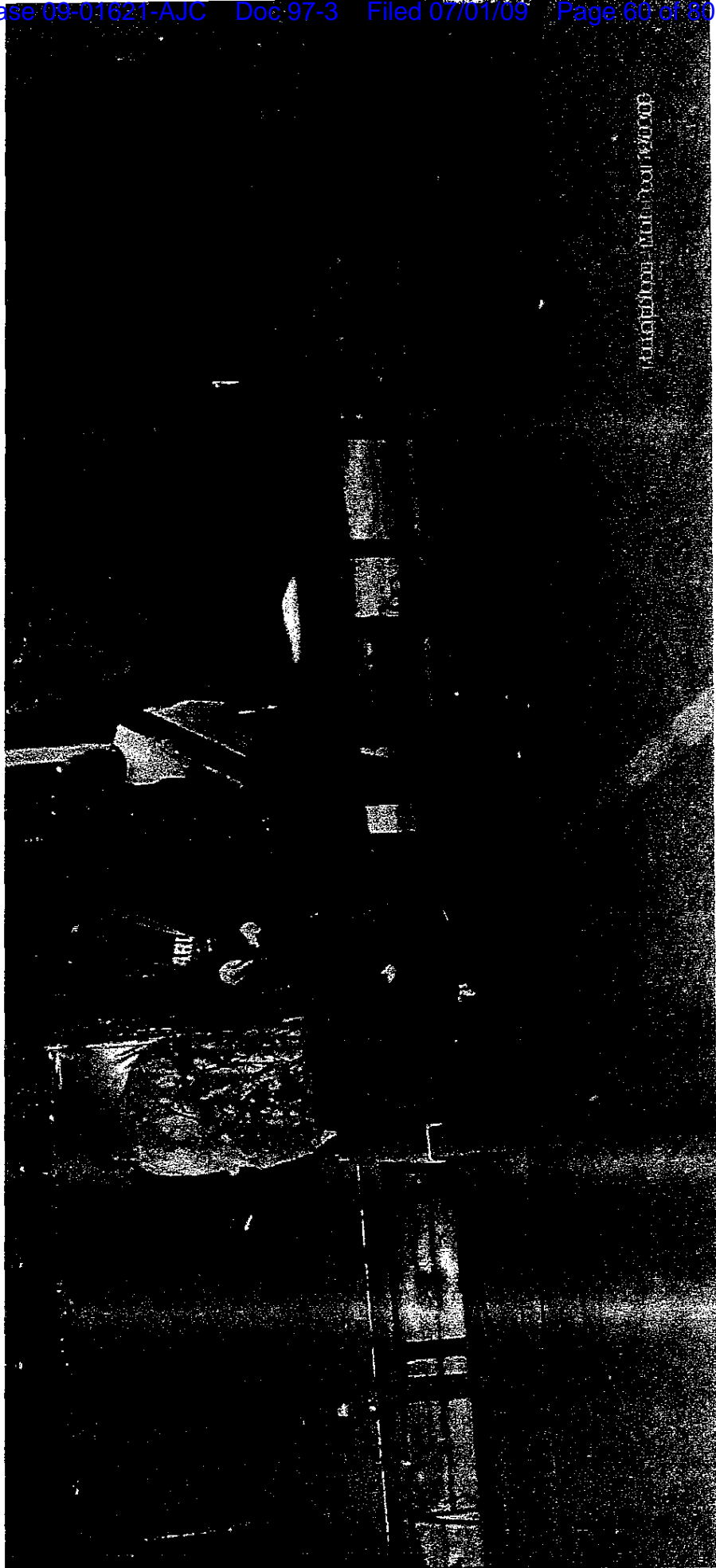
PAID STORED MATERIAL USED IN FABRICATION - DEDUCTION(S):

1. Total paid materials used in fabrication and no longer stored:
\$201,646.00 = June 2008
\$ 91,093.00 = July 2008
\$180,514.00 = August 2008
\$ 0.00 = September 2008
\$ 0.00 = October 2008
\$ 89,998.00 = November 2008
\$127,680.00 = December 2008
\$690,931.00 = Project to date through December 31st, 2008

No additional stored materials have been paid or fabricated.







AFFIDAVIT AS TO PAYMENT OF CLAIM

State of Nevada
County of Clark

To: TURNBERRY WEST CONSTRUCTION, INC.,
hereinafter referred to as Contractor: Travis Hendrick

being first duly sworn, deposes and says:

1. That he is an authorized officer or partner or owner of Water FX Custom Pools, Spas & Fountains, LLC.
(Affiant) (Name of Subcontractor)

hereinafter referred to as Subcontractor, said Subcontractor having performed or performing work on the structure or premises being improved for Turnberry West Construction said premises described as
(Owner)

2827 Paradise Road (Street Address) Las Vegas (City) Clark (County) Nevada (State)

- 2. That he has been and is duly authorized to make this affidavit on behalf of Subcontractor.
- 3. That he makes this affidavit for the purpose of procuring from Contractor a payment on the Subcontract Agreement between Subcontractor and Contractor for work covered by said Subcontract Agreement.
- 4. That Subcontractor has contracted with or agreed with or purchased from the following named persons, firms or corporation for labor or materials or services, or all three, furnished or to be furnished and used by Subcontractor in connection with work covered by the Subcontract Agreement; that there are no other accounts or will be no other accounts contracted for, or agreed upon, or purchased from; that there are no other accounts due or to become due for labor or material or services furnished in connection with said work on said improvement, other than those given in the following:

NAME	ITEM
<u>Bradford Products, LLC.</u>	<u>Stainless Steel Pools & Spas for Fountainbleau project</u>

- 5. That the amount to be paid by Subcontractor to complete its work under the Subcontract Agreement shall at no time exceed the unpaid balance of the subcontract amount.
- 6. That immediately following this payment, Subcontractor shall discharge all obligations due and owing by it to date in connection with this work, and shall, before the next succeeding payment is made, furnish to Contractor, if required, satisfactory evidence of the payments of all accounts due, including, but not limited to, the exhibit of all bills paid by Subcontractor, properly receipt and identified, covering work done upon and materials and labor furnished for said structure and showing an expenditure of an amount not less than the total of all previous payments made hereunder by Contractor to Subcontractor.
- 7. That Subcontractor receives this payment for work on said job in trust, and as a bailee for the express use and purpose of paying in full for all such labor performed and materials and services furnished at such time as and when such payment becomes due under the terms of the Subcontract Agreement between Contractor and Subcontractor; and no title to such payment or any part thereof shall vest in Subcontractor until Subcontractor has first paid in full for all labor performed and material and services furnished at such time as when such payment becomes due and payable.
- 8. That in the event any lien shall be filed against any property of the Owner of said structure or premises for services performed, or materials, machinery and equipment furnished in connection with the work of Subcontractor, Subcontractor agrees to take all steps necessary and proper to release and discharge such lien or liens in the manner required by the laws of this State, immediately upon receipt of demand from Contractor or Owner, and in default of performing such obligation, agrees to reimburse Contractor upon demand, for all monies paid by the Owner and / or Contractor in the releasing, satisfying and discharging of such lien or liens, including reasonable attorneys' fees and court costs.
- 9. That in the event at any time there shall be evidence of any lien or claim for which the owner of the said structure or premises might become liable, and which may or may not be chargeable to Contractor, Contractor shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the Owner, the Surety and / or Contractor against such lien or claim. Should there prove to be any such claim after all payments are made, Subcontractor shall refund to Contractor all monies that Contractor may pay, or be required to pay, in discharging any lien on said premises.
- 10. That attached hereto and made part hereof by reference thereto are full and complete releases and waiver of lien from all persons, firms or corporations who have furnished materials or labor or services to this date in connection with the work of Subcontractor, and that no other persons, firms or corporations have performed any work or supplied any materials for Subcontractor, and Subcontractor does hereby waive, on behalf of itself and any and all subcontractors, laborers, materialmen, suppliers or other persons whomsoever, all rights to liens or stop notices upon the real property hereinabove described and the structures erected thereon, and further agrees that this affidavit may be filed and recorded in the office of the County Recorder of this County in this State, and that the filing and recording hereof shall be constructive notice of its contents and of this Waiver of Lien to all parties or persons whomsoever.

Subscribed and sworn to me this 12th day of December, 2008
Sharon Schwab Clark Nevada
Notary Public in and for said County and State

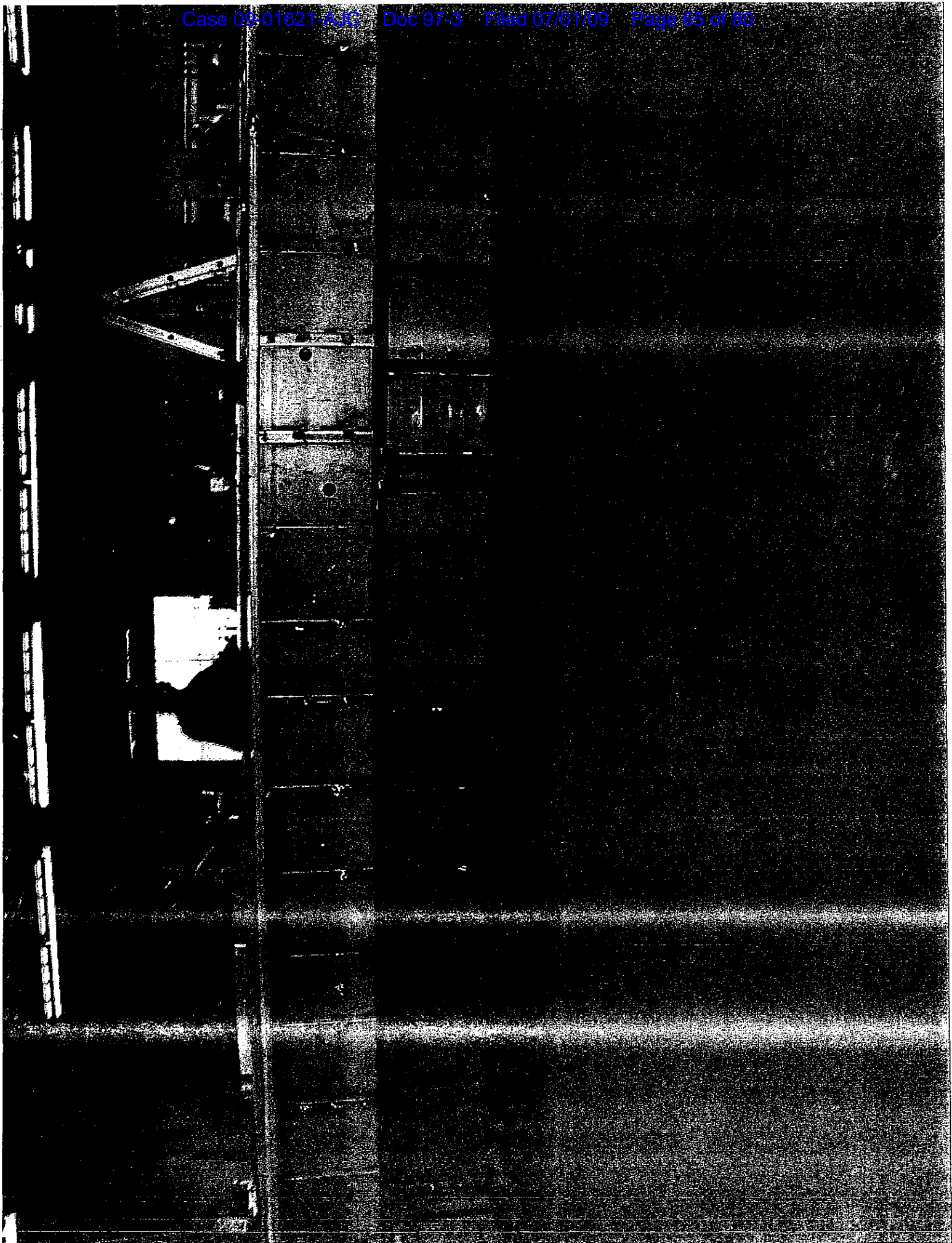
Water FX Custom Pools, Spas & Fountains, LLC.
(Subcontractor)
By [Signature]
its C.E.O. (President, Vice President, Partner or Owner)



WFX WaterFX Aquatic Design & Construction		Fontainebleau Pool and Spa Stainless Steel Schedule				Fri 12/12/08																
ID	Description	Duration	Start	Finish	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	
158	Corridor Electrical	15 days	Thu 3/19/09	Wed 4/8/09																		
159	Corridor Plumbing	25 days	Wed 3/11/09	Tue 4/14/09																		
160	Bunker Electrical	10 days	Wed 4/15/09	Tue 4/28/09																		
161	Bunker Plumbing	15 days	Wed 4/15/09	Tue 5/5/09																		
162	Rough Plumbing Inspection for both CCBD & CCHD	3 days	Wed 5/6/09	Fri 5/8/09																		
163	Final Electrical	5 days	Mon 5/11/09	Fri 5/15/09																		
164	Final Plumbing	10 days	Mon 5/11/09	Fri 5/22/09																		
165	Preliminary Final Inspection CCBD & CCHD	3 days	Mon 5/18/09	Wed 5/20/09																		
166	Fill Pool	1 day	Mon 8/17/09	Mon 8/17/09																		
167	Final Pool Pre-Inspections	2 days	Tue 8/18/09	Wed 8/19/09																		
168	Final Pool Inspections for both CCBD & CCHD	3 days	Thu 8/20/09	Mon 8/24/09																		
169	Commission Pool	20 days	Tue 8/18/09	Mon 9/14/09																		
170	Spa Complete	0 days	Mon 9/14/09	Mon 9/14/09																		
171	Euro Pool	414 days	Mon 2/18/08	Wed 8/16/08																		
172	Shop Drawings	9 days	Mon 2/25/08	Thu 3/6/08																		
173	Structural Drawings	15 days	Mon 2/18/08	Fri 3/7/08																		
174	Owner Submittal Review	22 days	Thu 3/6/08	Fri 4/4/08																		
175	Fabrication	105 days	Thu 5/1/08	Wed 8/24/08																		
176	WaterProofing under leveling slab (by others)	6 days	Fri 10/24/08	Fri 10/31/08																		
177	Move in	2 days	Mon 11/3/08	Tue 11/4/08																		
178	Survey Leveling Slab	2 days	Wed 11/5/08	Thu 11/6/08																		
179	Form Leveling Slab	2 days	Fri 11/7/08	Mon 11/10/08																		
180	Place Leveling Slab	1 day	Tue 11/11/08	Tue 11/11/08																		
181	Cure Leveling Slab	2 days	Wed 11/12/08	Thu 11/13/08																		
182	Laser Level - - Leveling Slab	1 day	Fri 11/14/08	Fri 11/14/08																		
183	Water Test Remaining M & Euro Area	3 days	Mon 11/17/08	Wed 11/19/08																		
184	Final Adjustments to Leveling Slab	3 days	Thu 11/20/08	Mon 11/24/08																		
185	Shipping	7 days	Fri 11/14/08	Mon 11/24/08																		
186	Onsite Fabrication	21 days	Tue 11/25/08	Tue 12/23/08																		
187	Water Testing	3 days	Wed 12/24/08	Fri 12/26/08																		
188	Deck Tie-In	10 days	Mon 12/29/08	Fri 1/9/09																		
189	Coping	15 days	Mon 1/12/09	Fri 1/30/09																		
190	Tile Installation	35 days	Mon 2/2/09	Fri 3/20/09																		
191	Corridor Electrical	35 days	Fri 1/16/09	Thu 3/5/09																		
192	Bunker Electrical	15 days	Fri 3/6/09	Thu 3/26/09																		
193	Corridor Plumbing	75 days	Mon 12/8/08	Fri 3/20/09																		
194	Bunker Plumbing	35 days	Mon 3/23/09	Fri 5/8/09																		
195	Rough Plumbing Inspection for both CCBD & CCHD	3 days	Mon 5/11/09	Wed 5/13/09																		
196	Final Electrical	3 days	Thu 5/14/09	Mon 5/18/09																		
197	Final Plumbing	6 days	Tue 5/19/09	Tue 5/26/09																		
198	Preliminary Final Inspection CCBD & CCHD	6 days	Mon 8/24/09	Fri 8/28/09																		
199	Fill Pool	3 days	Mon 9/31/09	Wed 9/2/09																		
200	Commission Pool	10 days	Thu 9/3/09	Wed 9/16/09																		
201	Final SNHD	10 days	Thu 9/3/09	Wed 9/16/09																		
202	Family Pool Complete	0 days	Wed 9/16/09	Wed 9/16/09																		
203	Main Pool	336 days	Wed 7/30/08	Tue 11/10/09																		
204	Shop Drawings	45 days	Wed 7/30/08	Mon 9/29/08																		
205	Owner Submittal Review	7 days	Wed 10/1/08	Thu 10/9/08																		
206	Structural Drawings	14 days	Fri 10/10/08	Wed 10/29/08																		
207	Engineering Breakdown	24 days	Fri 10/10/08	Wed 11/12/08																		
208	Offsite Fabrication	122 days	Thu 11/13/08	Fri 5/1/09																		
209	Leveling Slab 1/4	4 wks	Mon 12/15/08	Fri 1/9/09																		

Project: FBPD - WFX - 11.17.08
Date: Fri 12/12/08

Task	Summary	Roll Up Progress	Group By Summary
Critical Task	Roll Up Task	Split	Deadline
Progress	Roll Up Critical Task	External Tasks	
Milestone	Roll Up Milestone	Project Summary	





STORED MATERIAL SUMMARY - MONTHLY REPORT

PROJECT: Fontainebleau Las Vegas, LLC
Podium

Submitted 12/11/2008

Application #: 12

Period To: 12/31/2008

Location Stored At: 4855 W HARMON, LAS VEGAS, NV 89118

THYSSEN-KRUPP

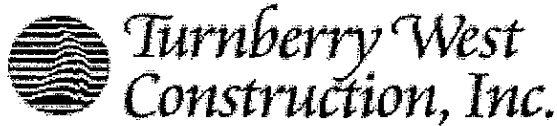
A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DELIVERED THIS MONTH	F INSTALLED THIS MONTH
1	VE 1-2 Escalator Trusses & Drive Units Qty 2	\$ 161,864.00	\$ 161,864.00	\$ -	\$ -
2	RE 1-2 Escalator Trusses & Drive Units Qty 2	\$ 164,162.00	\$ 164,162.00	\$ -	\$ -
3	RE 3-4 Escalator Trusses & Drive Units Qty 2	\$ 164,162.00	\$ 164,162.00	\$ -	\$ -
4	RE 5-6 Escalator Trusses & Drive Units Qty 2	\$ 241,671.00	\$ 241,671.00	\$ -	\$ -
5	TE 1-2 Escalator Trusses & Drive Units Qty 2	\$ 239,426.00	\$ 239,426.00	\$ -	\$ -
6	TE 3-4 Escalator Trusses & Drive Units Qty 2	\$ 239,426.00	\$ 239,426.00	\$ -	\$ -
7	CHP 1-6 Elevator Machines & Controls Qty 6	\$ 192,619.00	\$ 192,619.00	\$ -	\$ -
8	CHP 1-6 Elev. Cabs Platforms Entrance Doors	\$ 881,824.00	\$ 881,824.00	\$ -	\$ -
9	RE 7-8 Escalator Trusses & Drive Units Qty 2	\$ 164,162.00	\$ 164,162.00	\$ -	\$ -
10	RE 11-12 Escalator Trusses & Drive Units Qty 2	\$ -	\$ 241,671.00	\$ -	\$ 241,671.00
11	TS1 Complete Traction Elevator	\$ 169,630.00	\$ 169,630.00	\$ -	\$ -
12	KS1 Car Sling, Platform, Jack	\$ 26,798.00	\$ 26,798.00	\$ -	\$ -
13	CP3-4 Complete Traction Elevator	\$ 291,027.00	\$ 291,027.00	\$ -	\$ -
14	PSS3-4 Complete Traction Elevator	\$ 377,764.00	\$ 377,764.00	\$ -	\$ -
15	RS2-3 Complete Traction Elevator	\$ 317,605.00	\$ 317,605.00	\$ -	\$ -

AFFIDAVIT OF STORED MATERIAL

This AFFIDAVIT OF STORED MATERIAL ("Affidavit") is entered into and entered by and between ThyssenKrupp Elevator ("Subcontractor") on the one hand, and Turnberry West Construction Inc. ("Contractor") on the other and is made and entered into this 11th day of December 2008.

For and in consideration of the sum of \$900,788 in hand paid receipt whereof is hereby acknowledged, Subcontractor certifies and attests as follows:

1. The stored material, as further described in "Exhibit 1" attached hereto, for which payment is sought and hereby received has been stored and secured for eventual incorporation into the work of the project known as Fontainebleau Podium ("Project");
2. The material is stored and secured at the following specific location(s): 4855 West Harmon, Las Vegas, NV 89118;
3. Subcontractor shall transport and store the stored material at the location set forth above in paragraph 2 at its sole expense and risk;
4. The material stored and secured is in strict compliance with the Subcontract Agreement, Project plans, specifications, and amendments, revisions or addenda thereto;
5. Subcontractor has free, clear and marketable title to the material stored and secured at the Project and hereby warrants that the material is free and clear from any lien or encumbrance;
6. Subcontractor has a full and continuing duty to undertake the care, custody and protection of the stored materials. Subcontractor hereby assumes all responsibility for any loss, pilferage, theft or damage to the stored materials. In the event of a loss not covered by the Builder's Risk insurance policy for the Project, Subcontractor hereby agrees to replace the stored materials within thirty (30) days at no cost or expense to Contractor.
7. To the fullest extent permitted by law, Subcontractor shall indemnify, defend (at Subcontractor's sole cost and expense and with legal counsel reasonably approved by Contractor), and hold harmless the owner of the Project, Contractor, affiliated companies of Contractor, its partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, delays, obligations, damages, actions, causes of action, suits, losses,



Bill of Sale

Fontainebleau Las Vegas, LLC
2755 Las Vegas Blvd. S
Las Vegas, NV 89109

Attention: Robert Oehrli

RE: Stored Materials - Podium

Bill of Sale

The materials listed below are stored off-site at:

4855 WEST HARMON, LAS VEGAS, NV 89118

The ownership of the below listed material is hereby transferred to: Fontainebleau Las Vegas, LLC, as their interest may appear in consideration for payment of said materials:

Table with 2 columns: Materials and Amounts. Rows include TP1 Complete Traction Elevator (\$143,258), PSP3 Complete Traction Elevator (\$355,474), PSP4 Complete Traction Elevator (\$138,484), PSS1 Complete Traction Elevator (\$263,572), and TOTAL DELIVERED THIS MONTH: (\$900,788).

By: [Signature] Date: 12/11/2008

Title: LAURIE EDSBERG REGIONAL BILLING ANALYST

Company: ThyssenKrupp Elevator

DATED:

Subscribed and sworn before me this

ThyssenKrupp Elevator

(Company Name)

11th Day of December, 2008

11 Day of December, 2008

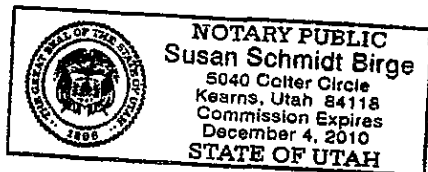
Notary Public: Susan Schmidt Birge My commission expires: 12-4-2010

By: [Signature]

Print Name: LAURIE EDSBERG REGIONAL BILLING ANALYST

Title:

Notary Stamp



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading.

AGENT'S NO. 97-738 No.

The property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agreed to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier, of all or any of said property over all or any portion of said route to destination, and as to each party all any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Freight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shippers and accepted for himself and his assigns.

Seal: 03841

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From **ThyssenKrupp Elevator Manufacturing Inc.**
CONSIGNEE TO: **THYSSENKRUPP ELEVATOR**
C/O FONTAINEBLEAU RESORT HOTEL CAS

4855 W. HARMON AVE.

LAS VEGAS, NV 89118

at **Middleton, TN**
SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.
(Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be prepaid."

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon
Agent of Cashier
Per _____
(The signature here acknowledges only the amount prepaid.)
Charges advanced
\$ _____

DATE 11/26/2008	CARRIER TKX LOGISTICS	Trailer ID *T46508* *T46508* T46508
CUSTOMER'S ORDER NUMBER 105C-X0898		

Total Pieces: 22 Total Weight: 42,331.00
Pro Number:
Comments:

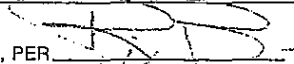
24 Hour Notify: TKE/LAS VEGAS
Phone: 702/262-6775

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

2

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.
‡(Shipper's Imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.
Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.
SHIPPER, PER 
11/26/08

Agent must detach and retain this Shipping Order ad must sign the Original Bill of Lading

The property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract, agreed to carry to its usual place of delivery at each destination, if on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier Classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said Bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

Seal: 03824

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From ThyssenKrupp Elevator Manufacturing Inc.
CONSIGNEE TO:
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT HOTEL CAS
4855 W. HARMON AVE.
LAS VEGAS, NV 89118

at Middleton, TN
SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.
(Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be prepaid."

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

Per _____
(The signature here acknowledges only the amount prepaid.)

Charges advanced

\$ _____

DATE 11/21/2008	CARRIER HENSON	Trailer ID *T46600* *T46600* T46600
CUSTOMER'S ORDER NUMBER 105C-X0890 B133601		

Total Pieces: 22 Total Weight: 22,075.00
Pro Number:
Comments:

24 Hour Notify: TKE/LAS VEGAS
Phone: 702/262-6775

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

**SHIPMENT
INCOMPLETE
MORE FREIGHT
TO FOLLOW**

2

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†(Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER

Agent must detach and retain this Shipping Order, and must sign the Original Bill of Lading

Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

the property described below in apparent good order except as noted (contents and conditions of contents of packages (unknown), nature, consigned, and classified as indicated below which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination. If on its route, otherwise to deliver to another carrier on the route to said destination, it is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in the form Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier Classification of tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

AGENT'S NO. **07-743**

Seal: **03842**

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

From **ThyssenKrupp Elevator Manufacturing Inc.**
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT HOTEL CAS
4855 W. HARMON AVE.
LAS VEGAS, NV 89118

at **Middleton, TN**
 SHIPPER'S NUMBERS

ThyssenKrupp Elevator Manufacturing Inc.
 (Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be prepaid."

DATE **11/25/2008** CARRIER **TKX LOGISTICS**
 CUSTOMER'S ORDER NUMBER **105C-X0898**

Carrier ID
T46511
T46511
146511

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

Per _____ (The signature here acknowledges only the amount prepaid.)

Charges advanced \$ _____

Job: **CX0898-11/25/2008 (C/O FONTAINEBLEAU RESORT HOTEL CAS)**

Qty	Rec	Unit/L	Description	Weight	Rate/Class
1	✓	2	GRS0927 Rail and Jack Bundle	3,330	60
1	✓	2	GRS0928 Rail and Jack Bundle	3,360	60
1	✓	2	SH9225 Skidded Hoistway Products	2,978	50
1	✓	9	DP5028 Wiring Mat Pallet/Box	782	65
1	✓	9	DP5645 Wiring Mat Pallet/Box	538	65
1	✓	9	DP5794 Wiring Mat Pallet/Box	385	65
1	✓	9	DP5993 Wiring Mat Pallet/Box	387	65
1	✓	9	DP7811 Shipping Skids	1,088	60
1	✓	9	DP7812 Shipping Skids	1,921	60
1	✓	9	DP7813 Shipping Skids	1,792	60
1	✓	9	DP7814 Shipping Skids	1,792	60
1	✓	9	DP7815 Shipping Skids	1,792	60
1	✓	9	DP7816 Shipping Skids	1,792	60
1	✓	9	DP8009 Wiring Mat Pallet/Box	1,552	65
1	✓	9	DP8010 Wiring Mat Pallet/Box	1,768	65
1	✓	9	DP8011 Wiring Mat Pallet/Box	1,552	65
1	✓	9	DP8012 Wiring Mat Pallet/Box	810	65
1	✓	9	DP8013 Wiring Mat Pallet/Box	439	65
1	✓	9	DP8015 Wiring Mat Pallet/Box	432	65
1	✓	9	DP8016 Wiring Mat Pallet/Box	1,552	65

Total Pieces: **20** Total Weight: **30,242.00**

24 Hour Notify: **TKX/LAS VEGAS**
 Phone: **702/262-6775**

Pro Number:
 Comments:

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

12/4/08
Gary E. Gardner
Harry
3

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification.

†Shipper's Imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc.

SHIPPER, PER **[Signature]**

AGENT PER _____

Permanent post-office address of shipper: HORN LAKE, MISSISSIPPI, U.S.A.

11/25/08

the property described below in apparent good order except as noted (contents and conditions of contents of packages unknown), marked, packaged, and destined as indicated below which two carrier (the worst carrier being understood throughout this contract as including any person or corporation in possession of the property under the contract) agree to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any portion of said property over at or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Tariff, the Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier Classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of Lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to be the shipper and accepted for himself and his assigns.

SHIPPER'S NO. **99755**
 Seal: **03536**
C7261621
Middleton, TN
 SHIPPER'S NUMBERS

Subject to Section 7 of conditions, of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

ThyssenKrupp Elevator Manufacturing Inc.
 (Signature of consignor)

If charges are to be prepaid, write or stamp here. "To be prepaid."

Rec'd \$ _____ to apply in prepayment of the charges on the property described hereon

Agent of Cashier

Per _____
 (The signature here acknowledges only the amount prepaid.)

Charges advanced

\$ _____

From **ThyssenKrupp Elevator Manufacturing Inc.**
CONSIGNEE TO:
THYSSENKRUPP ELEVATOR
C/O FONTAINEBLEAU RESORT HOTEL CAS
3555 West Quail Ave
4855 W. HARMON AVE.
LAS VEGAS, NV 89118

DATE 11/25/2008	CARRIER HENSON	Trailer ID *T46509* *T46509* T46509
CUSTOMER'S ORDER NUMBER 105C-X0890 B133601		

1	✓	0 100376	TRANSFORMER	622	60
1	✓	0 100377	TRANSFORMER	623	60
1	✓	0 100378	TRANSFORMER	621	60
1	✓	0 100379	TRANSFORMER	618	60
1	✓	0 100380	TRANSFORMER	621	60
1	✓	0 100381	TRANSFORMER	621	60
1	✓	0 100382	Chokes	736	60

Total Pieces: **34** Total Weight: **26,563.00** 24 Hour Notify: **TKE/LAS VEGAS**
 Pro Number: Phone: **702/262-6775**
 Comments:

Before accepting this shipment, verify that all packages exist and arrived in good condition. Note any exceptions on this bill prior to signing.

2

*If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shippers weight.
 NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____ per _____

†The fibre boxes used for this shipment conform to the specifications set forth in the box maker's certificate thereon, and all other requirements of Consolidated Freight Classification. †(Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.)

ThyssenKrupp Elevator Manufacturing Inc. SHIPPER, PER _____ Agent must detach and retain this Shipping Order and must sign the Original Bill of Lading

STORED MATERIAL SUMMARY



DESERT PLUMBING & HEATING

PROJECT: FONTAINEBLEAU LAS VEGAS ~~Podium~~ Onsite Stored Materials Statement 16
 Consolidated REQUISITION NO. 25
 ADDRESS: 2755 Las Vegas Blvd., South, Las Vegas, NV Period Ending: 12/22/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	NAME OF SUBCONTRACTOR OR SUPPLIER	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
4	10-500	Copper-Podium Plumbing (Kelly's Pipe & Supply) (TWC #500DES154001)(DPH-0701-4004)	TWC Warehouse	Desert Plumbing & Heating	\$ 218,659.74		\$ 70,339.54	148,320.20
A		1/2" Type L Copper Pipe			9000 feet		9000 feet	0 feet
B		3/4" Type L Copper Pipe			9800 feet		5200 feet	4600 feet
C		1" Type L Copper Pipe			8100 feet		3900 feet	4200 feet
D		1-1/4" Type L Copper Pipe			5300 feet		3700 feet	1600 feet
E		1-1/2" Type L Copper Pipe			5700 feet		860 feet	4840 feet
F		2" Type L Copper Pipe			5100 feet		1200 feet	3900 feet
G		2-1/2" Type L Copper Pipe			6560 feet		0 feet	6560 feet
5	10-500	Copper-Podium Hydro (Kelly's Pipe & Supply) (TWC #500DPH151801)(DPH-0701-4006)	TWC Warehouse	Desert Plumbing & Heating	\$ 4,841.90		\$ -	\$ 4,841.90
A		3/4" Type L Copper Pipe			0 feet		0 feet	0 feet
B		1" Type L Copper Pipe			0 feet		0 feet	0 feet
C		1-1/4" Type L Copper Pipe			0 feet		0 feet	0 feet
D		1-1/2" Type L Copper Pipe			0 feet		0 feet	0 feet
E		2" Type L Copper Pipe			0 feet		0 feet	0 feet
F		3/4" Type M Copper Pipe			3500 feet		0 feet	0 feet
G							0 feet	3500 feet
					\$ 844,482.54	\$ -	\$ 99,863.24	\$ 744,619.30

YORK Solution XT

MODEL# XTI-108X144-NETN146A COM: 22904

SERIAL #/DATE CODE AMT/XT0083 JOB IDENTIFICATION# 07-133488-06-01

SEGMENT IDENTIFICATION (DP)(FS)(CC-RF)(MB)(FE)

SKID 1 of 5

JOB NAME Fontainebleau Podium SKID OVERALL SIZE 114 H

AH-P1

Estimated Weight:
H 3,700
pounds

YORK Solution XT

MODEL# XTI-108X144-NETN146A COM: 22904

SERIAL #/DATE CODE AMT/XT0083 JOB IDENTIFICATION# 07-133488-06-01

SEGMENT IDENTIFICATION (DP)(FS)(CC-RF)(MB)(FE)

SKID 2 of 5

JOB NAME Fontainebleau Podium SKID OVERALL SIZE 114 H x 144 W x 44 L

AH-P1

Estimated Weight:
H 700
pounds

YORK Solution XT

MODEL# XTI-108X144-NETN146A COM: 22904

SERIAL #/DATE CODE AMT/XT0083 JOB IDENTIFICATION# 07-133488-06-01

SEGMENT IDENTIFICATION (DP)(FS)(CC-RF)(MB)(FE)

SKID 3 of 5

JOB NAME Fontainebleau Podium SKID OVERALL SIZE 114 H x 144 W x 88 L

AH-P1

Estimated Weight:
H 3,200
pounds

15 9-18 AM

YORK Solution XT

MODEL# XTI-108X144-NETN146A COM: 22904

SERIAL #/DATE CODE AMT/XT0083 JOB IDENTIFICATION# 07-133488-06-01

SEGMENT IDENTIFICATION (DP)(FS)(CC-RF)(MB)(FE)

SKID 4 of 5

JOB NAME Fontainebleau Podium SKID OVERALL SIZE 114 H x 144 W x 88 L

AH-P1

Estimated Weight:
H 4,500
pounds

Johnson Controls YORK Solution XT

MODEL # XTE114X144-NEUP COM: 22905

SERIAL #/DATE CODE XTE114X144-NEUP146A LOCATION #

AMT MXT0084 08-07-01

SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)(FE)

SKID 1 of 4 UNIT TAG AH-P2

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 120 H x 144 W x 68 L

AH-P2

Estimated Weight:

H 4,000

pounds

Johnson Controls YORK Solution XT

MODEL # XTE114X144-NEUP146A COM: 22905

SERIAL #/DATE CODE XTE114X144-NEUP146A LOCATION #

AMT MXT0084 07-133488-07-01

SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)(FE)

SKID 2 of 4 UNIT TAG AH-P2

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 120 H x 144 W x 92 L

AH-P2

Estimated Weight:

H 1,700

pounds

Johnson Controls YORK Solution XT

MODEL # XTE114X144-NEUP146A COM: 22905

SERIAL #/DATE CODE XTE114X144-NEUP146A LOCATION #

AMT MXT0084 07-133488-07-01

SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)(FE)

SKID 3 of 4 UNIT TAG AH-P2

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 120 H x 144 W x 68 L

AH-P2

Estimated Weight:

H 5,000

pounds

Johnson Controls YORK Solution XT

MODEL # XTE114X144-NEUP146A COM: 22905

SERIAL #/DATE CODE XTE114X144-NEUP146A LOCATION #

AMT MXT0084 07-133488-07-01

SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)(FE)

SKID 4 of 4 UNIT TAG AH-P2

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 120 H x 144 W x 85 L

AH-P2

Estimated Weight:

H 6,500

pounds

Johnson Controls YORK Solution XT

MODEL # COM: 22914

NTI-102X138-NATA146A

SERIAL # / DATE CODE JOB IDENTIFICATION #

AMTMI NT0096 07-133488-53-01

SEGMENT IDENTIFICATION

(FS) (CC) (RF) (MB)

SKID 1 of 3

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 108 H x 138 W x 75 L

AH-P4

Estimated Weight:

H 1,700

pounds

Johnson Controls YORK Solution XT

MODEL # COM: 22914

NTI-102X138-NATA146A

SERIAL # / DATE CODE JOB IDENTIFICATION #

AMTMI NT0096 07-133488-53-01

SEGMENT IDENTIFICATION

(FS) (CC) (RF) (MB)

SKID 2 of 3

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 108 H x 138 W x 70 L

AH-P4

Estimated Weight:

H 5,900

pounds

Johnson Controls YORK Solution XT

MODEL # COM: 22914

NTI-102X138-NATA146A

SERIAL # / DATE CODE JOB IDENTIFICATION #

AMTMI NT0096 07-133488-53-01

SEGMENT IDENTIFICATION

(FS) (CC) (RF) (MB)

SKID 3 of 3

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 108 H x 138 W x 70 L

AH-P4

Estimated Weight:

H 4,800

pounds

YORK Solution XT

Model # XTI-108X138-NASAT146A
 Serial # 07-133488-11-01
 Job # 1111138 W 25 L
 Unit # 3
 Part # AH-P7

Estimated Weight: **H 6,400** pounds

15 9-19 AM

YORK Solution XT

IMPORTANTE

Si la unidad debe almacenarse por más de seis meses antes de su activación, debe aplicarse el procedimiento de almacenamiento a largo plazo para unidades York de procesamiento de aire. En caso de duda, con respecto a este procedimiento, se ruega consultar a la oficina de ventas York más cercana. Véase el formulario 50-20-NMS.

Johnson Controls

YORK Solution XT

Model # XTI-108X138-NASAT146A
 Serial # 07-133488-11-01
 Job # 1111138 W 25 L
 Unit # 3
 Part # AH-P7

Estimated Weight: **H 1,700** pounds

51 9-19 AM


Johnson Controls


YORK Solution XT


Model # XTI-108X138-NASAT146A
 Serial # 07-133488-11-01
 Job # 1111138 W 25 L
 Unit # 3
 Part # AH-P7

Estimated Weight: **H 4,800** pounds

Instructions: See label for details on how to use this product. Always use proper safety procedures. For more detailed information, see the York website.


YORK Solution XT
 Model # XT1-102X102-N-RX140A
 COM# 22910
 SERIAL # / DATE CODE 07-133188-13-01
 AMTM NT0089
 SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)
 UNIT TAG AH-P9
 SKID OVERALL SIZE 108 H x 102 W x 86 L
 SKID 3 of 3
 Fontainebleau Podium
 Estimated Weight **H 3,700** pounds


YORK Solution XT
 Model # XT1-102X102-NARX146A
 COM# 22910
 SERIAL # / DATE CODE 11-15-01
 AMTM NT0089
 SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)
 UNIT TAG AH-P9
 SKID OVERALL SIZE 108 H x 102 W x 75 L
 SKID 1 of 3
 Fontainebleau Podium
 Estimated Weight **AH-P9**


YORK Solution XT
 Model # XT1-102X102-NARX146A
 COM# 22910
 SERIAL # / DATE CODE 11-15-01
 AMTM NT0089
 SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)
 UNIT TAG AH-P9
 SKID OVERALL SIZE 108 H x 102 W x 75 L
 SKID 2 of 3
 Fontainebleau Podium
 Estimated Weight **AH-P9**

Johnson Controls		YORK SOLUTION XT	
MODEL #	COM #	22922	
XTI-090X102-NEQ146A			
SERIAL # / DATE CODE	JOB IDENTIFICATION #		
AMTM X10090	07-133488-18-01		
SEGMENT IDENTIFICATION			
(FS)(CC-RF)(MB-FE)			
SKID 1 of 3	UNIT TAG		
JOB NAME	L-SIZE		
Pontainebleau Podium	961. . . W X 95 L		
AH-P15			
Estimated Weight:			
H 3,100			
pounds			

11-24-08

oficina de ventas y
mas cercana. Veas
formulario 50-20-NI

Johnson Controls		YORK Solution XT	
MODEL #	COM #	22922	
XTI-090X102-NEQ146A			
SERIAL # / DATE CODE	JOB IDENTIFICATION #		
AMTM X10090	07-133488-18-01		
SEGMENT IDENTIFICATION			
(FS)			
KID 3 of 3	UNIT TAG		
JOB NAME	L-SIZE		
Pontainebleau Podium	10 x 102 W X 82 L		
AH-P15			
Estimated Weight:			
H 3,600			
pounds			

15
9-15 AM

Exhibit 1 Part 4

Johnson Controls YORK Solution XT

MODEL # COM: 22923

XTI-084X096-NAQA146A

SERIAL # / DATE CODE JOB IDENTIFICATION #

AMTM XT0091 07-133488-20-01

SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)

SKID 1 of 3 UNIT TAG

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 90 H x 96 W x 89 L

AH-P19

Estimated Weight:

H 1,200

pounds

15-9-11

Johnson Controls YORK Solution XT

MODEL # COM: 22923

XTI-084X096-NAQA146A

SERIAL # / DATE CODE JOB IDENTIFICATION #

AMTM XT0091 07-133488-20-01

SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)

SKID 2 of 3 UNIT TAG

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 90 H x 96 W x 89 L

AH-P19

Estimated Weight:

H 3,500

pounds

Johnson Controls YORK Solution XT

MODEL # COM: 22923

XTI-084X096-NAQA146A

SERIAL # / DATE CODE JOB IDENTIFICATION #

AMTM XT0091 07-133488-20-01

SEGMENT IDENTIFICATION (FS)(CC)(RF-MB)

SKID 3 of 3 UNIT TAG

JOB NAME SKID OVERALL SIZE

Fontainebleau Podium 90 H x 96 W x 89 L

AH-P19

Estimated Weight:

H 3,100

pounds

Johnson Controls YORK Solution XT

MODEL # NTI-108X144-NATA146A CONT: 22011

SERIAL # DATE CODE JOB IDENTIFICATION #
 AMT/NT0002 07-133488-22-01

SEGMENT IDENTIFICATION #
 (DP) ES (CC) (RF) MB

UNIT TAG
 SKID 1 of 4 AH-P21

JOB NAME SKID OVERALL SIZE
 Contains/bleach Podium 114 H x 144 W x 75 D

AH-P21

Estimated Weight:
H 1,800
 pounds

Johnson Controls YORK Solution XT

MODEL # NTI-108X144-NATA146A CONT: 22011

SERIAL # DATE CODE JOB IDENTIFICATION #
 AMT/NT0002 07-133488-22-01

SEGMENT IDENTIFICATION #
 (DP) ES (CC) (RF) MB

UNIT TAG
 SKID 2 of 4 AH-P21

JOB NAME SKID OVERALL SIZE
 Contains/bleach Podium 114 H x 144 W x 63 D

AH-P21

NTI-108X144-NATA146A

SERIAL # DATE CODE JOB IDENTIFICATION #
 AMT/NT0002 07-133488-22-01

SEGMENT IDENTIFICATION #
 (DP) ES (CC) (RF) MB

UNIT TAG
 SKID 4 of 4 AH-P21

JOB NAME SKID OVERALL SIZE
 Contains/bleach Podium 114 H x 144 W x 91 D

AH-P21

Estimated Weight:
H 00

15 0 19 20

Johnson Controls YORK Solution XT

MODEL: XT-090X138-NESN146A COMB: 22924

SERIAL #/DATE CODE: AMT/XT0142

SEGMENT IDENTIFICATION: (DP)ES(C)RE(IM)FE

SKID 4 of 4 AH-P24

Fontainebleau Podium 96.11 x 138 W x 95.1

AH-P24

Estimated Weight: **H 900** pounds

Johnson Controls YORK Solution XT

MODEL: XT-090X138-NESN146A COMB: 22924

SERIAL #/DATE CODE: AMT/XT0142

SEGMENT IDENTIFICATION: (DP)ES(C)RE(IM)FE

SKID 1 of 4 AH-P24

Fontainebleau Podium 96.11 x 138 W x 95.1

AH-P24

Estimated Weight: **H 3,300** pounds

Johnson Controls YORK Solution XT

MODEL: XT-090X138-NESN146A COMB: 22924

SERIAL #/DATE CODE: AMT/XT0142

SEGMENT IDENTIFICATION: (DP)ES(C)RE(IM)FE

SKID 2 of 4 AH-P24

Fontainebleau Podium 96.11 x 138 W x 95.1

AH-P24

Estimated Weight: **H 4,400** pounds

requiere mas informacion consulte al OEM 885-06739-000



IMPORTANT IMPORTANTE

If this unit is to be stored for more than 6 months prior to startup, the York air handling unit long term storage

Si la unidad debe almacenarse por más de seis meses antes de su activación, debe aplicarse el procedimiento de

Johnson Controls YORK Solution X1

MODEL # _____ COM # 22917

X1I-102X144-NETN146A

SERIAL # / DATE CODE: ANTMX10026 / 07-133488-59-01

JOB IDENTIFICATION # _____

SEGMENT IDENTIFICATION (DP)(FS)(CC-RF)(MB)(FE) _____

UNIT TAG: AH-P26

SKID 2 of 5

JOB NAME: Fontainebleau Podium

SKID OVERALL SIZE: 108 H x 144 W x 44 L

AH-P26

Estimated Weight: **H 700** pounds

Johnson Controls YORK Solution X1

MODEL # _____ COM # 22917

X1I-102X144-NI

SERIAL # / DATE CODE: ANTMX10026 / _____

JOB IDENTIFICATION # _____

SEGMENT IDENTIFICATION (DP)(FS) _____

UNIT TAG: AH-P26

SKID 4 of 5

JOB NAME: Fontainebleau Podium

SKID OVERALL SIZE: 108 H x 144 W x 82 L

AH-P26

Estimated Weight: **H 4,500** pounds

Johnson Controls YORK Solution XT

MODEL # _____ COM # 22917

X1I-102X144-NETN146A

SERIAL # / DATE CODE: ANTMX10026 / 07-133488-59-01

JOB IDENTIFICATION # _____

SEGMENT IDENTIFICATION (DP)(FS)(CC-RF)(MB)(FE) _____

UNIT TAG: H-P26

SKID 5 of 5

JOB NAME: Fontainebleau Podium

SKID OVERALL SIZE: 108 H x 144 W x 46 L

AH-P26

Estimated Weight: **H 1,100** pounds

Johnson Controls YORK Solution XT

MODEL # COM # 2901
 XT1478X152-NARA146A

SERIAL # DATE CODE
 ANYTMINXT0094 07-13-88-2901

SEGMENT IDENTIFICATION
 (FS)COC(RE-MB)

SKID 1 of 3
 JOHNSON CONTROLS UNIT TAG
 AH-P32

SKID OVERALL SIZE
 84 HEN 132 W X 64 L

Estimated Weight:
300 pounds

Johnson Controls YORK Solution XT

MODEL # COM # 2901
 XT1478X152

SERIAL # DATE CODE
 ANYTMINXT0094 07-13-88-2901

SEGMENT IDENTIFICATION
 (FS)COC(RE-MB)

SKID 3 of 3
 JOHNSON CONTROLS UNIT TAG
 AH-P32

SKID OVERALL SIZE
 84 HEN 132 W X 64 L

Estimated Weight:
300 pounds

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YORK Solution

MODEL #		COM # 22592	
XTI-126X144-NEUP046A			
SERIAL # / DATE CODE		JOB IDENTIFICATION #	
AKTM XT0201		07-133488-34-01	
SEGMENT IDENTIFICATION			
(FS)(CC)(RF-MB)(FE)			
SKID 1 of 4		UNIT TAG	
Fontainebleau Podium		AH-P37	
JOB NAME		SKID OVERALL SIZE	
Fontainebleau Podium		132 H x 144 W x 78 L	
AH-P37			
Estimated Weight:			
H 4,600			
pounds			

YORK Solution

MODEL #		COM # 22592	
XTI-126X144-NEUP046A			
SERIAL # / DATE CODE		JOB IDENTIFICATION #	
AKTM XT0201		07-133488-34-01	
SEGMENT IDENTIFICATION			
(FS)(CC)(RF-MB)(FE)			
SKID 2 of 4		UNIT TAG	
Fontainebleau Podium		AH-P37	
JOB NAME		SKID OVERALL SIZE	
Fontainebleau Podium		132 H x 144 W x 78 L	
AH-P37			
Estimated Weight:			
H 1,600			
pounds			

YORK Solution

MODEL #		COM # 22592	
XTI-126X144-NEUP046A			
SERIAL # / DATE CODE		JOB IDENTIFICATION #	
AKTM XT0201		07-133488-34-01	
SEGMENT IDENTIFICATION			
(FS)(CC)(RF-MB)(FE)			
SKID 3 of 4		UNIT TAG	
Fontainebleau Podium		AH-P37	
JOB NAME		SKID OVERALL SIZE	
Fontainebleau Podium		132 H x 144 W x 78 L	
AH-P37			
Estimated Weight:			
H 5,300			
pounds			

YORK Solution

MODEL #		COM # 22592	
XTI-126X144-NEUP046A			
SERIAL # / DATE CODE		JOB IDENTIFICATION #	
AKTM XT0201		07-133488-34-01	
SEGMENT IDENTIFICATION			
(FS)(CC)(RF-MB)(FE)			
SKID 4 of 4		UNIT TAG	
Fontainebleau Podium		AH-P37	
JOB NAME		SKID OVERALL SIZE	
Fontainebleau Podium		132 H x 144 W x 78 L	
AH-P37			
Estimated Weight:			
H 6,500			
pounds			

OFFSITE STORED MATERIALS

SUBCONTRACTOR **Sun Valley/Conti**
 Job # **Podium**
 Project **Pontainebleau Las Vegas**

Sun Valley Warehouse
 Pay Application #
 Period Ending: 11/20/08

ITEM NO.	JOB	DESCRIPTION OF MATERIALS STORED (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	LOCATION WHERE STORED	G OPENING INVENTORY	H ADDITIONS TO INVENTORY	I USAGE OF INVENTORY	J = G + H - I CLOSING INVENTORY
5	10500	Electrical Various	3455 Reno Ave suite A, LV, NV 89119	\$ 487,683.95	\$ -	\$ 95,264.95	392,419.00
6				\$ -			
7				\$ -			
8				\$ -			
9				\$ -			
10				\$ -			
11				\$ -			
12				\$ -			
13				\$ -			
14				\$ -			
15				\$ -			
16				\$ -			
17				\$ -			
18				\$ -			
19				\$ -			
20				\$ -			
29				\$ -			
30				\$ -			
31				\$ -			
32				\$ -			
33				\$ -			
34				\$ -			
PAGE TOTAL				\$ 487,683.95	\$ -	\$ 95,264.95	\$ 392,419.00

1	EUSHABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	57,513.00
1	EUSHABA	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	6,705.00
					\$	-		\$	-	\$	-		
1	XUSHABB	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	57,513.00
1	XUSHABB	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	XUSHABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	57,513.00
1	XUSHABA	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	USLABH	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	33,540.00
1	USLABH	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,706.00
					\$	-		\$	-	\$	-		
1	USLABG	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	33,540.00
1	USLABG	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,706.00
					\$	-		\$	-	\$	-		
1	USHABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	57,513.00
1	USHABA	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	USHBBB	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	57,513.00
1	USHBBB	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	USLBBB	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	33,540.00
1	USLBBB	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	USLABA	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	33,540.00
1	USLABA	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	8,562.00
3	USLABA	EATON	15.5KV MAX, RBA-400 Indicating n	0	\$	-	0	\$	-	\$	-	\$	
3	USLABA	EATON	Discharge filter for RBA-400/800 &	0	\$	-	0	\$	-	\$	-	\$	
6	USLABA	EATON	FUSE, RBA 400 15KV 80E (5982C	0	\$	-	0	\$	-	\$	-	\$	
3	USLABA	EATON	FUSE, RBA 400 15KV 80E (5982C44A38)	0	\$	-	0	\$	-	\$	-	\$	
					\$	-		\$	-	\$	-		
1	USLCBC	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	33,540.00
1	USLCBC	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	USLDBD	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	33,540.00
1	USLDBD	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	USHDBD	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	57,513.00
1	USHDBD	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00
					\$	-		\$	-	\$	-		
1	USLDBF	EATON	SUBSTATION TRANSFORMERS (	0	\$	-	0	\$	-	\$	-	\$	33,540.00
1	USLDBF	EATON	MEDIUM VOLTAGE SWITCH (MVS)	0	\$	-	0	\$	-	\$	-	\$	7,845.00

1	LDPC1DB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,504.00
1	HDPC2DA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	9,321.00	\$	9,321.00
1	SNDDP	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,307.00	\$	4,307.00
1	XDPSBA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,622.00
1	XDPSBB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,622.00
1	XDPSBC	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,752.00
1	XDPSBD	EATON	PRLC SWITCHBOARD	0	\$	-	1	\$	3,752.00	\$	-	\$	3,752.00
1	XDPSBE	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	-	\$	3,752.00
1	HDPC2BB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	6,939.00	\$	6,939.00
1	HDPC3DA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,740.00	\$	4,740.00
1	LDPC3DB	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,595.00	\$	4,595.00
1	SLDP10A	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	2,919.00	\$	2,919.00
1	SLDP10B	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	2,710.00	\$	2,710.00
1	SLDP4	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	2,894.00	\$	2,894.00
1	SLDP7	EATON	PRLC SWITCHBOARD	0	\$	-	1	\$	2,331.00	\$	-	\$	2,331.00
1	LDPC1FA	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	3,873.00	\$	3,873.00
1	DBLCC14CC	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	6,361.00	\$	6,361.00
1	DBLCC14CD	EATON	PRLC SWITCHBOARD	0	\$	-	0	\$	-	\$	4,900.00	\$	4,900.00
1	XL SAC XLSACS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SADA XLSADS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SBA XLSBAS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SBB XLSBBS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SBC XLSBCS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SBD XLSBDS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SCA XLSASCAS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SCB XLSCBCS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SOC XLSOCCS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SCD XLSDCS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SDA XLSDAS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SDB XLSDBS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SDC XLSDCS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SDD XLSDDS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SEA XLSSEAS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SEB XLSSEBS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SEC XLSSECS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SED XLSSEDS	EATON	IFS SWITCHBOARD	0	\$	-	1	\$	2,275.00	\$	-	\$	2,275.00
1	XL SAA XLSAAS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	XL SAB XLSABS	EATON	IFS SWITCHBOARD	0	\$	-	0	\$	-	\$	2,275.00	\$	2,275.00
1	ELEVCPAA	EATON	P48G28T15P (MINI POWER)	0	\$	-	0	\$	-	\$	2,900.00	\$	2,900.00
1	ELEVCPAB	EATON	P48G28T15P (MINI POWER)	0	\$	-	0	\$	-	\$	-	\$	2,900.00
1	ELFCC	EATON	P48G28T15P (MINI POWER)	0	\$	-	0	\$	-	\$	4,550.00	\$	4,550.00

1	ULSC	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	190.00
1	ULSC	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	-	\$	190.00
1	ULSC	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	XLC1CA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	XLC1CA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	XLC1CA	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	XLC1CF	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	XLC1CF	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	-	\$	190.00
1	XLC1CF	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LT2AB	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LT2AB	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2AB	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LT2ACS	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LT2ACS	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	-	\$	190.00
1	LT2ACS	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LT2BA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LT2BA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LT2BA	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LTC2AC	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LTC2AC	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LTC2AC	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LT2CA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LT2CA	EATON	INTERIOR (P1A400LT42AH)	0	\$	-	-	\$	-	\$	-	\$	265.00
1	LT2CA	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LTC2CAS	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LTC2CAS	EATON	INTERIOR (P1A400LT42AH)	0	\$	-	-	\$	-	\$	224.00	\$	224.00
1	LTC2CAS	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LT2CB	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LT2CB	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	-	\$	190.00
1	LT2CB	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LC3HA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LC3HA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC3HA	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LC2HE	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LC2HE	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2HE	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LC3GC	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LC3GC	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC3GC	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	
1	LC2GA	EATON	BOX (EZB2060R)	0	\$	-	-	\$	-	\$	-	\$	
1	LC2GA	EATON	INTERIOR (P1A225LT42AH)	0	\$	-	-	\$	-	\$	190.00	\$	190.00
1	LC2GA	EATON	EZT2060S	0	\$	-	-	\$	-	\$	-	\$	

1	LC2GE	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC2GE	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC2GE	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	SNDC	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	SNDC	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	SNDC	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	SNDB	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	SNDB	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	SNDB	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2GD	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2GD	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC2GD	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2HG	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2HG	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC2HG	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2HD	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC2HD	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC2HD	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1HA	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LC1HA	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LC1HA	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2GH	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2GH	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LT2GH	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CG	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CG	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LT2CG	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CES	EATON	BOX (EZB2060R)		\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2CES	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LT2CES	EATON	EZT2060S		\$	-	\$	-	\$	-	\$	-	\$	-
1	LTC2AD	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LTC2AD	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LTC2AD	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LTC2AE	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LTC2AE	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LTC2AE	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2AC	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2AC	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	206.00	\$	206.00
1	LT2AC	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2AA	EATON	BOX (EZB2060R)	0	\$	-	\$	-	\$	-	\$	-	\$	-
1	LT2AA	EATON	P1A225LT42AH01	0	\$	-	\$	-	\$	-	\$	190.00	\$	190.00
1	LT2AA	EATON	EZT2060S	0	\$	-	\$	-	\$	-	\$	-	\$	-

STORED MATERIAL SUMMARY - MONTHLY REPORT

PROJECT: Fontainebleau Hotel & Casino
 Submitted by: ITALS TONE, INC
 Application: 4414-003REV1
 AREA 874
 Period To: 12.31.08
 Podium

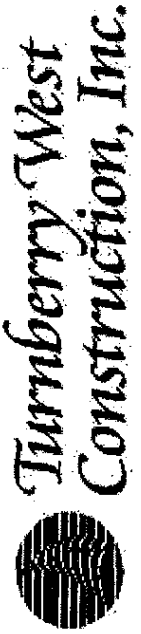
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
ITEM NUMBER	STORED MATERIALS DESCRIPTION	NET ON HAND \$ VALUE AT END OF MONTH (E+G-I)	NET ON HAND \$ VALUE AT END OF MONTH (F+H-J) QTY	PREVIOUS BALANCE \$ VALUE	PREVIOUS BALANCE QTY	THIS PERIOD/STORIED MATERIALS \$ VALUE	THIS PERIOD/STORIED MATERIALS QTY	THIS PERIOD \$ VALUE OF INSTALLED/DELIVE RD TO JOB SITE	THIS PERIOD QTY INSTALLED/DELIVE RD TO JOB SITE	UNIT PRICE							
CT-2001	GLASS MOSAIC COLUMN VENEERS	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
MA-2001	STONEMOSAIC 5/8" FLOOR PATTERN	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
MA-2013/CO	CALACATTA GOLD BENCH AROUND COLUMNS	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
MA-2013/A	CALACATTA GOLD 18" X 48" CUT TO SIZE	\$ 197,880.72	0	\$ -	0	\$ 197,880.72	7652	\$ -	0								
MA-2013/B	CALACATTA GOLD 6" X 36" THRESHOLDS	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
MA-2013/D	CALACATTA GOLD FLOOR BASE UPPER	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
MA-2013/F	CALACATTA GOLD CUT TO SIZE WALL FOUN	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
MA-2012	CALACATTA GOLD WALL ELEV LOBBY	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
MA-2036	Grey river polish marble 12" x 48"	\$ 33,350.70	1975	\$ 11,257.50	1975	\$ 22,093.20	3876	\$ -	0								
MA-2036A	Grey river polish marble 24" x 48"	\$ 86,298.70	3875	\$ 22,087.50	3875	\$ 66,211.20	11616	\$ -	0								
MA2036	Grey river polish marble 12" x 48" B	\$ 10,830.00	1900	\$ 10,830.00	1900	\$ -	0	\$ -	0								
MA2036A	Grey river polish marble 24" x 48" B	\$ -	0	\$ -	0	\$ -	0	\$ -	0								
	TOTALS	\$ 330,360.12		\$ 44,175.00		\$ 286,185.12		\$ -									

✓

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

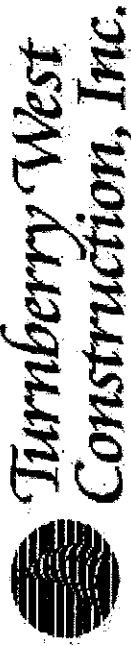
EXHIBIT “F”





PROJECT: FONTAINEBLEAU LAS VEGAS
 ADDRESS: Consolidated
 2755 Las Vegas Blvd., South, Las Vegas, NV
 DEPOSIT STATEMENT NO. 19
 REQUISITION NO. 25
 Period Ending: 12/31/08

JOB	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING BALANCE THIS MONTH	ADDITIONS THIS MONTH	REDUCTIONS THIS MONTH	ENDING BALANCE THIS MONTH
10200	Kitchen Cabinets	M3 Procurement and Design	1,287,554.26	274,490.59	744,340.25	\$ 817,704.60
10200	Wood Doors	Gallagher-Kaiser (AMT)	1,062,000.00			\$ 1,062,000.00
10200	Architectural Millwork	Architectural Materials	3,409,271.73		550,116.46	\$ 2,859,155.27
10200	Custom Color Grey-Sch Value Line 39	Zetian Systems	162,500.00		899,000.00	\$ 162,500.00
10200	Aluminum Extrusions - Deposit to Levels 48-56, line item 28	Zetian Systems	1,798,000.00		126,800.00	\$ 899,000.00
10200	Glass - Deposit to Levels 39-47, line item 35	Zetian Systems	126,800.00			\$ -
10200	Glass - Deposit to Levels 48-56, line item 36	Zetian Systems	634,000.00		317,000.00	\$ 317,000.00
10200	Structural Silicone/Wet Seal - Deposit to Levels 39-47, line item 44	Zetian Systems	75,054.50		75,054.50	\$ -
10200	Structural Silicone/Wet Seal - Deposit to Levels 48-56, line item 45	Zetian Systems	375,272.50		187,636.25	\$ 187,636.25
10200	CO #1-Glazed Curtain Wall	Zetian Systems	101,033.00			\$ 101,033.00
10200	CO#4-Interior Glass and Mirrors (Additional Scope Work), line item 71	Zetian Systems	224,850.00			\$ 224,850.00
10200	30% Deposit on Stone/Marble for Vanity Tops	Zetian Systems	17,039.76			\$ 17,039.76
10200	Stone/Marble-Container #29	SMES SNC	18,106.20		18,106.20	\$ -
10200	Stone/Marble-Container #30	SMES SNC	17,953.44		17,953.44	\$ -
10200	Stone/Marble-Container #31	SMES SNC		17,675.28		\$ 17,675.28
10200	Stone/Marble-Container #32	SMES SNC		17,442.72		\$ 17,442.72
10200	20% Deposit on 3/4" (2cm) marble slabs, Calacatta Gold Oro	ITAL Stone 093001	254,818.46		162,612.09	\$ 92,206.37
10200	20% Deposit on 3/4" (2cm) Polished Limestone slabs, Galata	ITAL Stone 093003	32,948.14			\$ 32,948.14
10200	20% Deposit on 12"x24" granite tile, Antique Brown	ITAL Stone 093004	79,771.46		84,897.61	\$ 164,669.07
10200	Deposit on 12x24 Marble Tile Calacatta	ITAL Stone	250,535.56		250,535.56	\$ -
10200	1"x3" Frosty Glass Tile	ITAL Stone 093002		78,000.00		\$ 78,000.00
10200	Deposit on ITA093005	ITAL Stone 093005	69,174.00			\$ 69,174.00
10200	Deposit on Michaelangelo Slab & Tile	ITAL Stone 096301	12,000.00		12,000.00	\$ -
10200	20% Deposit for added Corinthian Beige for T57-T61 Vanity Tops	ITAL Stone 093003	73,792.00			\$ -
10200	Black Absolute 12x24	ITAL Stone	19,425.00		19,425.00	\$ -
10200	Bianco Innevalo 12 x 24	ITAL Stone	14,625.00		14,625.00	\$ -
10200	Deposit on Fabrication of Vanity Countertops	ITAL Stone 093002		100,000.00		\$ 100,000.00
10200	Deposit on Tile	Portoballo	232,798.37		22,987.89	\$ 255,786.26
10200	30% Deposit for Sink Types, 60 Floors	Desert Plumbing & Heating	174,426.00			\$ 174,426.00
10200	GB18SCVI-18" Slimline Dishwasher	Miele, Inc.	25,017.00			\$ 25,017.00
10200	KFN9755IDE-24" Bottom Mount Refrigerator	Miele, Inc.	47,941.50			\$ 47,941.50



PROJECT: FONTAINEBLEAU LAS VEGAS
 Consolidated
 ADDRESS: 2755 Las Vegas Blvd., South, Las Vegas, NV
 DEPOSIT STATEMENT NO. 19
 REQUISITION NO. 25
 Period Ending: 12/31/08

JOB	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	NAME OF SUBCONTRACTOR or SUPPLIER	OPENING BALANCE THIS MONTH	ADDITIONS THIS MONTH	REDUCTIONS THIS MONTH	ENDING BALANCE THIS MONTH
10200	Temp. Controls Equipment, line item 263	Bombard Mechanical	83,762.00			\$ 83,762.00
10200	Exterior Lighting	Illuminating Concepts	6,500,000.00			\$ 6,500,000.00
GC	Overtime Inspection Account	Clark County Development Svcs.	9,650.00		975.00	\$ 8,675.00
Podium	Glazing Accessories - Curtain Wall	Giroux Glass	1,563,658.04			\$ 1,563,658.04
10500	Retail Promenad Stone Procurement	Ital Stone	296,426.58		204,508.00	\$ 296,426.58
10500	20% Deposit - Spa Marble and Mosaic	Superior Tile	140,000.00			\$ 140,000.00
10500	Stainless Steel for all features at Day Spa	Water Fx Custom Pools, Spas, LLC	116,649.00			\$ 116,649.00
10500	CT-2008 Mosaic Wall Tile Material	Silver State Marble	82,684.00			\$ 82,684.00
10500	CT-2009 Porcelain Tile Material	Silver State Marble	26,141.00			\$ 26,141.00
10500	CT-2011 Porcelain Tile Material	Silver State Marble	9,706.00			\$ 9,706.00
10500	CT-2011A Porcelain Tile Material	Silver State Marble	2,996.00			\$ 2,996.00
10500	CT-2012 Mosaic Wall Tile Material	Silver State Marble	21,498.00			\$ 21,498.00
10500	CT-2012B Mosaic Wall Tile Material	Silver State Marble	40,219.00			\$ 40,219.00
10500	CT-2001 Glass Mosaic Columns Veneer in 5/8"x5/8" Tiles	Ital Stone	35,520.12			\$ 35,520.12
10500	MA-2001 Stone Mosaic 5/8"x5/8" floor pattern mesh pixel 12"x12"	Ital Stone	135,044.70			\$ 135,044.70
10500	MA-2013/CO Calacatta Gold Polished for bench around columns	Ital Stone	4,112.64			\$ 4,112.64
10500	MA-2013/A Calacatta Gold 18"x48"x3/4" cut to size	Ital Stone	48,099.60	158,304.58		\$ 206,404.18
10500	MA-2013/B Calacatta Gold 6"x36"x3/4" Door Threshold	Ital Stone	879.24			\$ 879.24
10500	MA-2013/D Calacatta Gold 8"x48"x3/4" running floor base 1/4" bev up	Ital Stone	7,344.24			\$ 7,344.24
10500	MA-2013/F Calacatta Gold 3/4" polished slabs cut to size Wall drk int	Ital Stone	775.80			\$ 775.80
10500	MA-2012 calacatta Gold 3/4" polished slabs cut to size, Wall Elev Lbby	Ital Stone	879.24			\$ 879.24
10500	MA-2036 Grey River polished marble floor s.c. 12"x48"x3/4"	Ital Stone	22,116.00	17,674.56		\$ 39,790.56
10500	MA-2036 Grey River polished marble floor s.c. 24"x48"x3/4" B	Ital Stone	43,947.00	52,968.96		\$ 96,915.96
10500	MA-2036 Grey River polished marble floor s.c. 12"x48"x3/4" B	Ital Stone	10,830.00			\$ 10,830.00
10500	MA-2036 Grey River polished marble floor s.c. 24"x48"x3/4" B	Ital Stone	4,218.00			\$ 4,218.00
10500	Labor-Water Jet cut to size	Ital Stone	18,000.00			\$ 18,000.00
10500	Initial Deposit for Main Casino Flooring-Area 860 Casino-Tile	SamFat	503,280.00			\$ 503,280.00
			\$ 20,325,144.09	\$ 943,701.12	\$ 3,600,687.75	\$ 17,668,157.46

NOTE: 1
 NOTE: 2
 NOTE: 3

NOTE:1 ITAL STONE: ADJUSTMENTS MADE TO OPENING BALANCE
 NOTE:2 ITAL STONE: ADJUSTMENTS MADE TO OPENING BALANCE
 NOTE:3 ITAL STONE: ADJUSTMENTS MADE TO OPENING BALANCE

ORIGINAL

No check shall be released without Tony Vatsis approval
Invoice

M3 Procurement and Design Inc.

233 Innsdale Ct.
 Henderson, NV 89120
 1-888-M39-99M3
 www.m3procurement.com

Date	Invoice #
12/15/08	102220



PROCUREMENT AND DESIGN

12/15/08
 Date: _____
 Commit: *200M3P064101*
 Job #: *102200*
 Code: _____
 Gross \$: _____
 Retention \$: _____
 Net \$: *274,490.59*
 Approval #1: _____
 Approval #2: _____



Bill To
 Turnberry West Construction, Inc.
 2755 S. Las Vegas Blvd.
 Las Vegas, NV 89109

P.O. No.	Terms	Project
200M3P064101	Due on receipt	

Quantity	Item	Description	Price	Amount
			0.00	0.00
	ONE BEDROOM...	Kitchen wenge of UNIT 3565 and type CH1 floor T35	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3563 and type CH6 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3561 and type CH2 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3559 and type CH2 REV floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3557 and type CH6 REV floor T35	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3555 and type CH3 REV floor T35	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3549 and type CH3 floor T35	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3547 and type CH6 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3545 and type CH2 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3543 and type CH4 floor T35	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3541 and type CH5 floor T35	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3539 and type CH11 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3537 and type CH2 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3535 and type CH7 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3533 and type CH8 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3531 and type CH9 floor T35	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3529 and type CH10 floor T35	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3665 and type CH1 floor T36	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3663 and type CH6 floor T36	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3661 and type CH2 floor T36	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3659 and type CH2 REV floor T36	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3657 and type CH6 REV floor T36	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3655 and type CH3 REV floor T36	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3649 and type CH3 floor T36	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3647 and type CH6 floor T36	2,833.15	2,833.15

Thank you for your business.

Total

M3 Procurement and Design Inc.

Invoice



233 Innsdale Ct.
 Henderson, NV 89120
 1-888-M39-99M3
 www.m3procurement.com

Date	Invoice #
12/15/08	102220

Bill To
Turnberry West Construction, Inc. 2755 S. Las Vegas Blvd. Las Vegas , NV 89109

P.O. No.	Terms	Project
200M3PO64101	Due on receipt	

Quantity	Item	Description	Price	Amount
	STUDIO KITCHEN	Kitchen wenge of UNIT 3861 and type CH2 ADA floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3859 and type CH2 REV floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3857 and type CH6 REV floor T38	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3855 and type CH3 REV floor T38	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3849 and type CH3 floor T38	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3847 and type CH6 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3845 and type CH2 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3843 and type CH4 floor T38	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3841 and type CH5 floor T38	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3839 and type CH11 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3837 and type CH2 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3835 and type CH7 ADA floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3833 and type CH8 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3831 and type CH9 floor T38	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3829 and type CH10 floor T38	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3965 and type CH1 floor T39	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3963 and type CH6 floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3961 and type CH2 floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3959 and type CH2 REV floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3957 and type CH6 REV floor T39	2,833.15	2,833.15
	ONE BEDROOM...	Kitchen wenge of UNIT 3955 and type CH3 REV floor T39	3,046.16	3,046.16
	ONE BEDROOM...	Kitchen wenge of UNIT 3949 and type CH3 floor T39	3,046.16	3,046.16
	STUDIO KITCHEN	Kitchen wenge of UNIT 3947 and type CH6 floor T39	2,833.15	2,833.15
	STUDIO KITCHEN	Kitchen wenge of UNIT 3945 and type CH2 floor T39	2,833.15	2,833.15
Thank you for your business.			Total	

Architectural Materials LLC dba AMI Hospitality LLC
Deposit Reconciliation for Turnberry Fountainebleau Tower

20-Dec-08

C/O #, Pay App #, and Date	Description	Opening Deposit	Additions This Period	Reductions This Period	Ending Balance
#1 - Oct 2007	Guest Closet Units	\$ 794,891.78		\$ 128,296.66	666,595.12
#1 - Oct 2007	Crown Molding	-		\$	-
#1 - Oct 2007	Drapery Pocket Fascia Board/Support	-		\$	-
#1 - Oct 2007	Upgrade Trim Typical Rooms	-		\$	-
#1 - Oct 2007	Glass Shower/Partition/Accessories	347,924.50		94,888.50	253,036.00
#1 - Oct 2007	LEED Adjustment on Wood Doors	-		\$	-
C/O #1 - #2R - Feb 2008	Condo Millwork	320,270.15		71,171.15	249,099.00
C/O #1 - #2R - Feb 2008	Blocking for typical guest room valances	-		\$	-
C/O #2 - Mar 2008	Condominium Casing Upgrade	-		\$	-
C/O #2 - Mar 2008	Condominium Wood Door Upgrade	356,287.36		101,218.00	255,069.36
C/O #2 - Mar 2008	Condominium Glass Shower Doors	-		\$	-
C/O #3 - Mar 2008	Vanity Mirrors	100,290.00		75,217.50	25,072.50
C/O #3 - Mar 2008	Wood Desks & Valances	29,505.87		6,556.86	22,949.01
C/O #5 - Mar 2008	Millwork Suites	753,063.00		\$	753,063.00
C/O #3 - April 2008	Condo closets	209,380.50		41,876.10	167,504.40
C/O #6 - April 2008	Upgraded On-Line TimeLox I/R Entry Door Hardware	18,035.96		\$	18,035.96
C/O#6 - April 2008	Glass Shower Doors, Partitions & Hardware thru Rev 12	-		\$	-
C/O#6 - April 2008	Upgrade Casing size in all 3 Bay & Junior Suites	-		\$	-
C/O#7 - May 2008	425 Condo Units - Millwork	340,610.00		\$	340,610.00
C/O#8 - May 2008	Metal Doors and Frames	-		\$	-
C/O #9 July 2008	Changes to millwork, showers, condo mirrors & Lati	139,012.61		30,891.69	108,120.92
				\$	
		\$ 3,409,271.73	\$ -	\$ 550,116.46	\$ 2,859,155.27

Opening Deposits	\$ 3,409,271.73
Additions	-
Total Deposits	3,409,271.73
Less Reductions	(550,116.46)
Remaining Deposits	2,859,155.27

Net Deposit Used on Materials NOT in Stored Materials Summary	132,109.69
---	------------

418,006.77
 TO STORED MATERIALS

Turnberry West Construction, Inc.

Subcontractor: **SMES**
 Job: Tower
 Project: Fontainebleau Las Vegas
 Pay application#

DEPOSIT STATEMENT NO. 25
 Period Ending: 12/31/08

ITEM	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	OPENING BALANCE	ADDITIONS THIS MONTH	REDUCTIONS	ENDING BALANCE
30% Deposit for Initial PO	Corithian Beige Marble	17,039.76			17,039.76
Invoice#51-Container#29	Corithian Beige Marble	18,106.20		18,106.20	0.00
Invoice#52-Container#30	Corithian Beige Marble	17,953.44		17,953.44	0.00
Invoice#57-Container#31	Corithian Beige Marble		17,675.28		17,675.28
Invoice#58-Container#32	Corithian Beige Marble		17,442.72		17,442.72
TOTAL:		53,099.40	35,118.00	36,059.64	52,157.76

ORIGINAL

32

Data 28 ottobre 2008
Date October 28th, 2008

Descr.	
Quantità	
Unità	
Code	
Descr.	
Quantità	
Unità	
Code	
Descr.	
Quantità	
Unità	
Code	
Descr.	
Quantità	
Unità	
Code	

M/S

Turnberry West Construction, Inc.
c/o Fontainebleau Las Vegas
2755 Las Vegas Blvd South
Las Vegas 89109 - USA

Fattura No. (Invoice No.) 58/2008

Descrizione (Description)	Qty m ²	USA \$/m ²	Value
Progetto (Project) "Hotel Fontainebleau"			
Fornitura di lastre in marmo Corithian Beige (Lygourio dark) 2 cm di spessore - 1st Quality Corinthian Beige Marble (Lygourio dark) 2 cm thick slabs delivered to Las Vegas in 40# 20' Box containers - Container Number: XINU 116740-0 (32nd Container)	311,35	76,00	\$23.662,60

Subtotale in dollari (Subtotal in US dollars) \$23.662,60
(US Dollars twentythreethousandsixhundredsixtytwo / 60)

Esente IVA in base all'Art. 7 del D.P.R. 633/1972 e successive modifiche

VAT exempt Art. 7 D.P.R. 633/1972 and successive modifications

Extra charges for: Direct Service, Pireaus Port Congestion Surcharge, Pireaus Port Expenses, Pireaus Port Pre-Carrier, Pireaus Custom Clearance Surcharge, Fuel Surcharge Greece and USA \$2.300,00
Acconto - Advance Payment received for this shipment -\$8.519,88

Totale netto in dollari (Net Total in US dollars) \$17.442,72
(US Dollars seventeenthousandfourhundredfortytwo / 72)

Packed in wooden bundles - All Wood Packing material meets US WPM standards
See attached packing list for details - PL. N. 20081028-02
Goods of Greek origin - Code: 68029190

Pagamento: A mezzo bonifico bancario come segue:

Payment: By Wire Transfer as follows:

Banca - Bank	Banca Popolare di Verona - Filiale di Domegliara
Indirizzo - Address	37015 - Domegliara (Verona)
IBAN	IT 22 F 05188 59820 000000016351
Swift	VRBPIT2V044

DOC#
1007REV3

Contractor: Ital Stone, Inc.

Job #10200

Reconciliation:

Date: 12/31/2008

ITEM#	Item, Pay App #, and Date	Description	Opening Deposit	Additions This Period	Reductions This Period	Ending Balance
1	ST-05/2	2CM MARBLE CALACATTA	\$ 254,818.46	\$ -	\$ 162,612.09	\$ 92,206.37
2	ST-02/2	CM MARBLE GALALA	\$ 32,948.14	\$ -	\$ -	\$ 32,948.14
3	ST-05/12.24	12X24 MARBLE TILE CALACATTA	\$ 250,535.56	\$ -	\$ 250,535.56	\$ -
4	GT-01	1"X3" FROSTY GLASS TILE	\$ -	\$ 78,000.00	\$ -	\$ 78,000.00
5		ANTIQUE BROWN 2CM GRANITE	\$ 79,771.46	\$ 84,897.61	\$ -	\$ 164,669.07
6		CENTER SUITES 3 BAY 55/26	\$ -	\$ -	\$ -	\$ -
7		MICHELANGELO 2CM	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -
8		BLACK ABSOLUTE 12X24	\$ 19,425.00	\$ -	\$ 19,425.00	\$ -
9		BIANCO INNEVATO 12 X24	\$ 14,625.00	\$ -	\$ 14,625.00	\$ -
10		SHOWER FLOORS 4X4 MESH 12 GALALA	\$ 69,174.00	\$ -	\$ -	\$ 69,174.00
11		SHOWER FLOORS 4X4 MESH 12 CALACATTA	\$ -	\$ -	\$ -	\$ -
12	MG-01	MIRROR GLASS 5/8"x5/8" 12" MESH	\$ -	\$ -	\$ -	\$ -
13		2CM CORINTHIAN BEIGE	\$ 73,792.00	\$ 119,258.93	\$ -	\$ 193,050.93
14		FABRICATION OF VANITY COUNTER TOPS	\$ -	\$ 100,000.00	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -
			\$ 807,089.62	\$ 382,156.54	\$ 459,197.65	\$ 650,048.51

Opening Deposits	\$ 807,089.62
Additions	\$ 382,156.54
Total Deposits	\$ 1,189,246.16
Less Reductions	(459,197.65)
Remaining Deposits	\$ 730,048.51

INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4383-03INV
 Invoice Date: Dec 17, 2008
 Page: 1

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861
 CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Duplicate
ORIGINAL
(Corrected)

Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093004	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
1.00		ST-01/2 2cm (3/4") Antique Brown Granite. Cost adjustment Euro Invoice#4346-10INV Charged on original P/O in error goes against C/O#2	1,109.88	1,109.88
1.00		Less 20% Deposit applied	221.96	-221.96

Date: _____
Commit # _____
Job # _____
Code: _____
Gross \$ _____
Retention \$ _____
Net \$ _____
Approval #1 _____
Approval #2 _____

Subtotal	887.92
Sales Tax	
Total Invoice Amount	887.92
Payment/Credit Applied	
TOTAL	887.92

Check/Credit Memo No:

ITAL STONE INC.



INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4383-01INV
 Invoice Date: Dec 17, 2008
 Page: 1

Duplicate

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861

CAL#855755 AZ-ROC#207238

TEL (702) 736-4542 * FAX (702) 736-4551

ORIGINAL

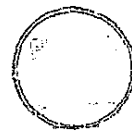
Bill To:
Turnberry West Const. Inc. Fountain Bleau - Las Vegas 2827 Paradise Road Las Vegas, NV 89109 USA

Ship to:
Fontainebleau - Las Vegas 2755 S Las Vegas Blvd Las Vegas, NV 89109 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093004 - CO#2	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,767.75		ST-01/2 2cm (3/4") Granite Slab, Antique Brown. Pck List#XSIS001	13.95	52,560.11
1.00		Less 20% Deposit applied Leed Deferral Certificate on File. Tax exempt sale	10,512.02	-10,512.02

Date:	
Commit #	200ITA093004
Job #	10200
Code:	
Gross \$	
Retention \$	
Net \$	42,048.09
Approval #1	
Approval #2	



DN WATER

Subtotal	42,048.09
Sales Tax	
Total Invoice Amount	42,048.09
Payment/Credit Applied	
TOTAL	42,048.09

Check/Credit Memo No:

ITAL STONE INC.

INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4426-02INV
 Invoice Date: Dec 17, 2008
 Page: 1

Duplicate

ORIGINAL

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861

CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093003	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
1,836.73		2cm (3/4") Marble Slab, Corintian Beige. Cont# TRLU88306681	7.75	14,234.66
1.00		Less 20% Deposit applied Leed Deferral Certificate on File. Tax Exempt Sale	2,846.93	-2,846.93

Date: _____
 Commit # 200ITA093003
 Job # 10200
 Code: _____
 Gross \$ _____
 Retention \$ _____
 Net \$ 11,387.73
 Approval #1 _____
 Approval #2 _____



OnuAton

Subtotal	11,387.73
Sales Tax	
Total Invoice Amount	11,387.73
Payment/Credit Applied	
TOTAL	11,387.73

Check/Credit Memo No:

✓

ITAL STONE INC.



INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4426-04INV
 Invoice Date: Dec 17, 2008
 Page: 1
 Duplicate

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861
 CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

ORIGINAL

Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093003	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/17/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,471.06		2cm (3/4") Marble Slab, Corintian Beige.	7.75	26,900.72
1.00		Pck List# 100 Less 20% Deposit applied Leed Deferral certificate on File. Tax Exempt Sale	5,380.14	-5,380.14

Date: _____
 Commit # 200ITA093003
 Job # 10200
 Code: _____
 Gross \$ _____
 Retention \$ _____
 Net \$ 21,520.58
 Approval #1 _____
 Approval #2 _____



DMW/ATM

Subtotal	21,520.58
Sales Tax	
Total Invoice Amount	21,520.58
Payment/Credit Applied	
TOTAL	21,520.58

Check/Credit Memo No:



ITAL STONE INC.



INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4426-06INV
 Invoice Date: Dec 17, 2008
 Page: 1

Duplicate

ORIGINAL

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861

CAL#855755 AZ-ROC#207238

TEL (702) 736-4542 * FAX (702) 736-4551

Bill To:
Turnberry West Const. Inc. Fountain Bleau - Las Vegas 2827 Paradise Road Las Vegas, NV 89109 USA

Ship to:
Fontainebleau - Las Vegas 2755 S Las Vegas Blvd Las Vegas, NV 89109 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	200ITA093003	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,414.32		2cm (3/4") Marble Slab, Corintian Beige. Pck List# 102	7.75	26,460.98
1.00		Less 20% Deposit applied Leed Deferral Certificate on File. Tax exempt sale	5,292.20	-5,292.20

Date: _____
Commit # <u>200ITA093003</u>
Job # <u>10200</u>
Code: _____
Gross \$ _____
Retention \$ _____
Net \$ <u>21,168.78</u>
Approval #1 _____
Approval #2 _____

ON WATER

Subtotal	21,168.78
Sales Tax	
Total Invoice Amount	21,168.78
Payment/Credit Applied	
TOTAL	21,168.78

Check/Credit Memo No:

PROJECT: Fontainebleau Las Vegas, LLC

Submitted by: Miele, Inc.

Application #: 3

Period To: 12/17/2008

Location: Econ Appliance Warehouse - Deposit

A ITEM NUMBER	B STORED MATERIALS DESCRIPTION	C NET ON HAND AT END OF MONTH (D+E-F)	D PREVIOUS BALANCE	E DEPOSIT THIS MONTH	F INSTALLED THIS MONTH
G818SCVI	18" Slimline Dishwasher	\$ 25,017.00	\$ 25,017.00		0
H4041BM	Knob Control Speed Oven	-	-		
CS 1112 E	208v Cooktop	-	-		
CS 1122 E	208v Cooktop	-	-		
KFN9755IDE	24" Bottom Mount Refrigerator	\$ 47,941.50	\$ 47,941.50		0
		0			
	Total Deposit	\$ 72,958.50	\$ 72,958.50		
		0			
		0			
		0			
G818SCVI	18" Slimline Dishwasher	25			25
H4041BM	Knob Control Speed Oven	0			
CS 1112 E	208v Cooktop	0			
CS 1122 E	208v Cooktop	0			
KFN9755IDE	24" Bottom Mount Refrigerator	25			25
		0			
	Total Unit Deposit	50			0

Please Note:
Materials listed on this form should correspond with the AIA Application for Payment form.
Vendor Invoices are to be submitted for materials listed on this form.

10-400
GC'S

Nawrocki, Cheryl

From: Tammie Hicks [TDH@co.clark.nv.us]
Sent: Monday, December 22, 2008 2:57 PM
To: Nawrocki, Cheryl
Subject: RE: Fontainebleau Account

I just got a few more in -- the balance is now -- \$8675

Merry Christmas!

Tammie Hicks

From: Nawrocki, Cheryl [mailto:CNawrocki@turnberryltd.com]
Sent: Monday, December 22, 2008 11:45 AM
To: Tammie Hicks
Cc: Goodin, Benjamin
Subject: RE: Fontainebleau Account

Hello Tammie,
Can I have the balance as of today 12/22/08 for this account.
Thanks
Cheryl

From: Tammie Hicks [mailto:TDH@co.clark.nv.us]
Sent: Monday, December 01, 2008 11:57 AM
To: Nawrocki, Cheryl
Subject: RE: Fontainebleau Account

Hi,

The balance as of 11/22/08 is \$9650.00. I haven't received any Inspection Receipts since then.

Tammie Hicks
Administrative Specialist
Clark County Department of Development Services
4701 W. Russell Road
Las Vegas, NV 89118
702-455-8950

From: Nawrocki, Cheryl [mailto:CNawrocki@turnberryltd.com]
Sent: Monday, December 01, 2008 11:51 AM
To: Tammie Hicks
Subject: RE: Fontainebleau Account

Hello Tammie, can you give me the total balance as of 11/30/08.
Thanks
Cheryl

12/22/2008

DEPOSIT SUMMARY



**Turnberry West
Construction, Inc.**

DEPOSIT STATEMENT NO. 5
 Pay App NO.: 14
 Period Ending: 12/31/08

Subcontractor: Giroux Glass
 Job: 10500 Podium
 Project: Fontainebleau Las Vegas
 Pay application: December-08

ITEM	DESCRIPTION OF DEPOSITS (ATTACH INVOICES, LISTINGS, AND/OR OTHER PRICE SUPPORTING DOCUMENTATION)	OPENING BALANCE THIS MONTH	ADDITIONS THIS MONTH	REDUCTIONS THIS MONTH	ENDING BALANCE THIS MONTH
March 08 Channel Glass	Deposit Requested for Channel Glass - Riviera Channel Glass Las Vegas Blvd. Elevation Pool Deck Facing Subtotal	16,000 \$ 61,000 \$ 23,000 \$ 100,000 \$	- - - -	- - - -	16,000.00 \$ 61,000.00 \$ 23,000.00 \$
July 08 Channel Glass	Deposit Requested for Channel Glass - Riviera Channel Glass Las Vegas Blvd. Elevation Subtotal	126,300 \$ 68,010 \$ 194,310 \$	- - -	- - -	126,300.00 \$ 68,010.00 \$ 194,310.00 \$
August 08 Curtain Wall	Deposit Request for Curtain Wall Meeting Room Subtotal	204,508 \$ 204,508 \$	- -	204,508.00 \$	- -
October 08 Channel Glass Channel Glass Channel Glass Channel Glass	Riviera Blvd., Las Vegas Blvd., Pool Deck Facing Inv. # 8100547 -IN - Bendheim Container #1 - ETA - 10/31/08 Inv. # 8100549 -IN - Bendheim Container #2 - ETA - 11/07/08 Inv. # 8100550 -IN - Bendheim Container #3 - ETA - 11/14/08 Inv. # 8100551 -IN - Bendheim Container #4 - ETA - 11/21/08 Subtotal	193,569 \$ 193,569 \$ 193,569 \$ 193,569 \$ 774,275 \$	- - - -	- - - -	193,568.76 \$ 193,568.76 \$ 193,568.76 \$ 193,568.76 \$
November 08 Channel Glass	Riviera, Las Vegas Blvd, Pool Deck Facing Inv. # 8100559-IN - Bendheim Container #5- ETA - 12/12/08 Meeting Room- Old Castle Glass- PO# 051081 Order.# 19494, 19495,19500,19501,19502,19510- ETA- 11/26/08 Pecora Silicone Sealant - Construction Sealants & Supply- ETA- 11/26/08 Subtotal	118,798.00 \$ 158,796.00 \$ 12,971.00 \$ 290,565.00 \$	- - - -	- - - -	118,798.00 \$ 158,796.00 \$ 12,971.00 \$
December-08 N/A	TOTAL:	1,563,658.04 \$	- \$	- \$	1,359,150.04 \$

✓

RETAIL PROMENADE DEPOSIT SCHEDULE

DOC#4414-003

Contractor: Ital Stone, Inc.

Job #10500
Date: 12/31/2008

Podium

Item	Pay App	Start Date	Description	Opening Deposit	Additions	Reductions	Ending Balance
1	CT-2001		Glass Mosaic Columns Veneer in 48"x58" tiles	\$ 35,520.12 ✓	-	-	\$ 35,520.12
2	MA-2001		Stone Mosaic 58"x58" floor pattern mesh paver 12"x12"	\$ 135,044.70 ✓	-	-	\$ 135,044.70
3	MA-2013CO		Calacatta Gold polished for bench around columns	\$ 4,112.64 ✓	-	-	\$ 4,112.64
4	MA-2013A		Calacatta Gold 18"x48"x3/4" cut to size	\$ 48,099.60 ✓	158,304.58 ✓	-	\$ 206,404.18
6	MA-2013B		Calacatta Gold 6"x36"x3/4" Door Threshold	\$ 879.24 ✓	-	-	\$ 879.24
7	MA-2013D		Calacatta Gold 6"x48"x3/4" running floor base 1/4" bev upper	\$ 7,344.24 ✓	-	-	\$ 7,344.24
8	MA-2013E		Calacatta Gold 3/4" polished slabs cut to size Wall drink fount.	\$ 775.80 ✓	-	-	\$ 775.80
9	MA-2012		Calacatta Gold 3/4" polished slabs cut to size Wall Elev Lobby.	\$ 879.24 ✓	-	-	\$ 879.24
10	MA-2036		Grey River polished marble floor s.c. 12"x48"x3/4"	\$ 22,116.00 ✓	17,674.56 ✓	-	\$ 39,790.56
11	MA-2036		Grey River polished marble floor s.c. 24"x48"x3/4"	\$ 49,947.00 ✓	52,968.96 ✓	-	\$ 96,815.96
12	MA-2036		Grey River polished marble floor s.c. 12"x48"x3/4" B	\$ 10,830.00 ✓	-	-	\$ 10,830.00
13	MA-2036		Grey River polished marble floor s.c. 24"x48"x3/4" B	\$ 4,218.00 ✓	-	-	\$ 4,218.00
14	Lebor		Water Jet cut and size	\$ 18,000.00 ✓	-	-	\$ 18,000.00

\$	331,766.58	\$	228,948.10	\$	560,714.68
----	------------	----	------------	----	------------

Opening Deposits	\$ 331,766.58
Additions	\$ 228,948.10
Total Deposits	\$ 560,714.68
Less Reductions	\$ -
Remaining Deposits	\$ 560,714.68

* ITEM 10, 11, 12 OPEN BALANCE CONTAIN ADJUSTMENTS TO BALANCE OF ACCOUNT DEPOSITS ON RECORD. Reductions should have been taken in 11/30/08.

ITAL STONE INC.

INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4414-031INV

Invoice Date: Dec 17, 2008

Page: 1

Duplicate *Revised 12/22/08*

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861
 CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	500ITA093001	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,876.00		12"x48" Marble Grey River. Pck List#	5.70	22,093.20
		HT08-84		
1.00		Less 20% Deposit applied	4,418.64	-4,418.64
		Leed Deferral Certificat eon File. Tax		
		exempt sale		
1.00		Trucking	1,166.66	1,166.66
1.00		Water Jet Cut	1,592.00	1,592.00
1.00		Ocean Freight	5,000.00	5,000.00
1.00		Customs Duty	1,500.00	1,500.00

Subtotal	26,933.22
Sales Tax	
Total Invoice Amount	26,933.22
Payment/Credit Applied	
TOTAL	26,933.22

Check/Credit Memo No:

ITAL STONE INC.



INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4414-033INV
 Invoice Date: Dec 17, 2008
 Page: 1

Duplicate *Revised 12/22/08*

Ital Stone, Inc.

Marble*Granite*Stone
 3750 W Quail Ave
 Las Vegas, NV 89118
 NVL#53369/58861
 CAL#855755 AZ-ROC#207238
 TEL (702) 736-4542 * FAX (702) 736-4551

Bill To:
 Turnberry West Const. Inc.
 Fountain Bleau - Las Vegas
 2827 Paradise Road
 Las Vegas, NV 89109
 USA

Ship to:
 Fontainebleau - Las Vegas
 2755 S Las Vegas Blvd
 Las Vegas, NV 89109
 USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	500ITA093001	Nat Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
2,404.00		MA2013/A 18"x48" Calacatta Oro. Pck List# 494	25.86	62,167.44
1,442.00		MA-2013/A 18"x48" Calacatta Oro. Pck List# 494	25.86	37,290.12
1.00		Less 20% Deposit applied Leed Deferral Certificate on File. Tax exempt sale	19,891.51	-19,891.51
1.00		Trucking	1,166.66	1,166.66
1.00		Water Jet Cut	7,888.00	7,888.00
1.00		Ocean Freight	5,000.00	5,000.00
1.00		Customs Duty	1,500.00	1,500.00

Subtotal	95,120.71
Sales Tax	
Total Invoice Amount	95,120.71
Payment/Credit Applied	
TOTAL	95,120.71

Check/Credit Memo No:

ITAL STONE INC. 

INVOICE

A striving leader in quality, service, and value since 1996

Invoice Number: 4414-035INV

Invoice Date: Dec 17, 2008

Page: 1

Duplicate *Revised 12/22/08*
[Signature]

Ital Stone, Inc.

Marble*Granite*Stone
3750 W Quail Ave
Las Vegas, NV 89118
NVL#53369/58861
CAL#855755 AZ-ROC#207238
TEL (702) 736-4542 * FAX (702) 736-4551

Bill To:
Turnberry West Const. Inc.
Fountain Bleau - Las Vegas
2827 Paradise Road
Las Vegas, NV 89109
USA

Ship to:
Fontainebleau - Las Vegas
2755 S Las Vegas Blvd
Las Vegas, NV 89109
USA

Customer ID	Customer PO	Payment Terms	
TURNBERRYFOUNTAINEBL	500ITA093001	Net Contract Terms	
Sales Rep ID	Shipping Method	Ship Date	Due Date
VENTRED	DELIVER	12/31/08	12/17/08

Quantity	Item	Description	Unit Price	Amount
3,872.00		24"x48" Marble, Grey River. Pck List 08-87	5.70	22,070.40
1.00		Less 20% Deposit applied	4,414.08	-4,414.08
		Lead Deferral Certificate on file. Tax exempt sale		
1.00		Trucking	1,166.66	1,166.66
1.00		Water Jet Cut	1,592.00	1,592.00
1.00		Ocean Freight	5,000.00	5,000.00
1.00		Customs Duty	1,500.00	1,500.00

Subtotal	26,914.98
Sales Tax	
Total Invoice Amount	26,914.98
Payment/Credit Applied	
TOTAL	26,914.98


Check/Credit Memo No:

Affidavit of Stored Materials

ITAL STONE , INC (4414-003) , DOES CERTIFY AND ATTEST the following:

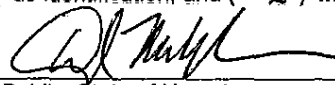
1. (Sub)contractors and material vendors will be paid for stored material upon receipt of payment from TURNBERRY WEST CONSTRUCTION, INC. ("Owner");
2. Subcontractors and material vendors expressly waive and release any and all lien rights for subject stored materials, and any rights they might have to file a preliminary notice of lien;
3. Subcontractors and materials vendors have not filed any preliminary notices of lien;
4. Quantity, cost and value of stored materials are as represented, and
5. the materials and/or equipment are in strict accordance with all requirements of the plans and/or specifications or written approval has been received for any variations;
6. ITAL STONE, INC. undertakes full responsibility for the care, Custody, and protection of this material and/or equipment, and in the event of loss of damage not covered by Owner's Builder's Risk Insurance, they will replace said materials in a timely manner at no cost to the Owner, and
7. ITAL STONE, INC. agrees to transport this material and/or equipment to the place and position of final installation at its sole expense and risk, except as may be covered by Owner's Builder's Risk Insurance.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers, have executed and set their hands and seals to this affidavit, this 18/19 day of December, 2008.

ITAL STONE, INC.
(SUB)CONTRACTOR

DIANA DE MARIA-VENTRE
NAME
CHIEF FINANCIAL OFFICER
TITLE

MATERIALS STORED AT 3750 W QUAIL AVE, LAS VEGAS, NV 89118
STATED OF NEVADA
COUNTY OF CLARK

The foregoing instrument was acknowledged before me this 18/19 day of December, 2008, by DIANA DE MARIA-VENTRE. He/She (SHE) is personally known to me, or () has produced NV Drivers Lic. as identification, and () who did or () did not take the an oath.


Notary Public, State of Nevada
My Commission Expires: 12-26-2010

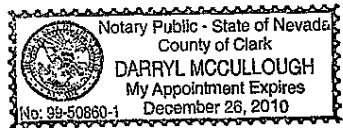


EXHIBIT “F-1”



Inspection Order No. IN-SZ-PSI-09001

Page No. : 1 of 5
Date of Issue: 06/Jan, 2009

INSPECTION REPORT

- **Description and Quantity :** Unitized Curtain Wall Units fabrication process of Commodity

- **Name & Address Of Company:** Zetian Systems, Inc.
5125 West Oquendo Rd. # Las Vegas, NV 89118
Tel: 702-227-6038 FAX: 702-227-8853
Website: www.zetiansystems.com

- **Inspection Date & Place:** 05/Jan/2009 in Zhaoqing

- **Nature of inspection:** Check the production schedule

- **Inspector:** Henry Chen

This is to report that we, SGS-CSTC Shenzhen Branch on 05/Jan/2009 at the request of the client Fontainebleau conducted the following inspection:

Inspection Finding:

During the visit, SGS inspector found the production process complying with the stipulated schedule.

1. Material storage:

During the visit, SGS inspector found that the aluminum extrusion and glass were stored in the warehouse and identify and segregated by nameplate to preclude mixing of other material, the aluminum extrusion were covered by kraftliner paper and pile up on the iron frame. The glasses were protected by the wooden cases. According to the record by the factory, it showed that the material from the 56th to 59th floor is prepared.

Disclaimer

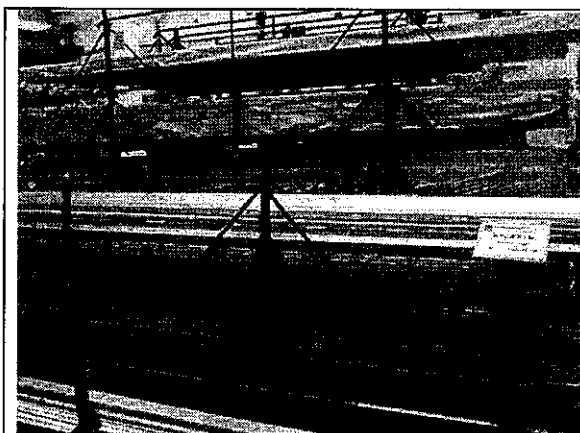
This document is issued by the Company under its General Conditions of Service accessible at http://www.sgs.com/terms_and_conditions.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein.

Any other holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law.

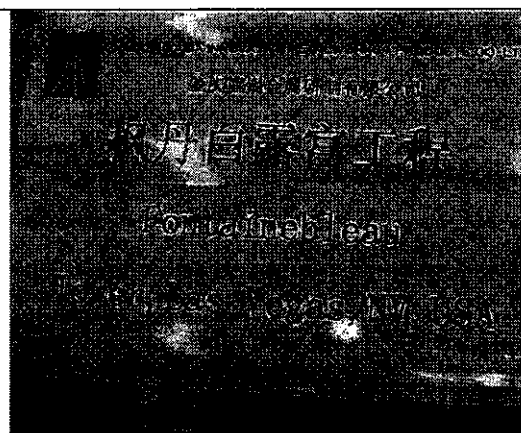
SGS-CSTC Standards Technical Services Co., Ltd.
Industrial Services

3rd floor, no.1 of first street, Xiamellin, Futian District, Shenzhen, Guangdong Province,
China
t: +86(0)755-83114358 f +86(0)755-83197625 www.sgscstc.com

Member of the SGS Group (Société Générale de Surveillance)



Aluminum extrusion



Nameplate



Glass

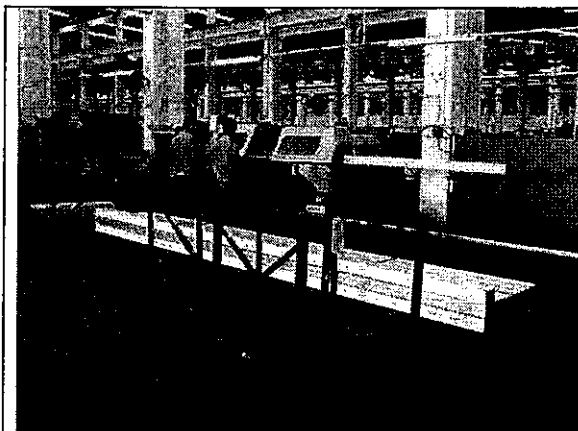


Glass

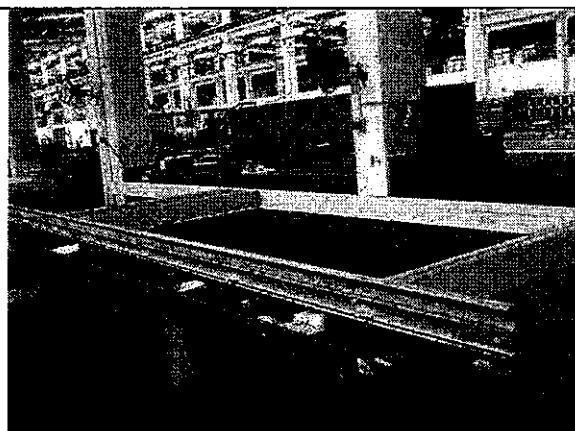
2. Fabrication, Assembly and Sealant

SGS inspector found that there are 4 product lines for assembly and 2 product lines for sealant.

SGS



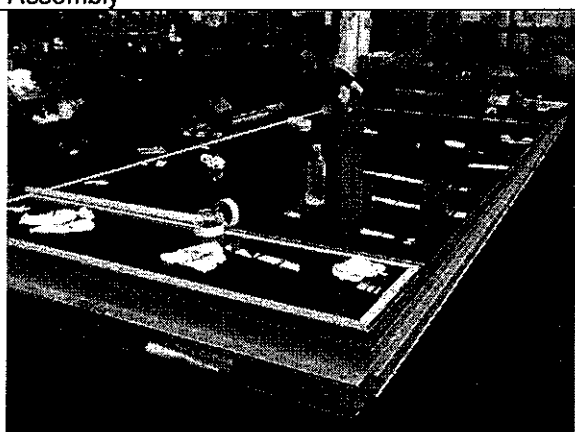
Fabrication



Assembly



Structure Sealant



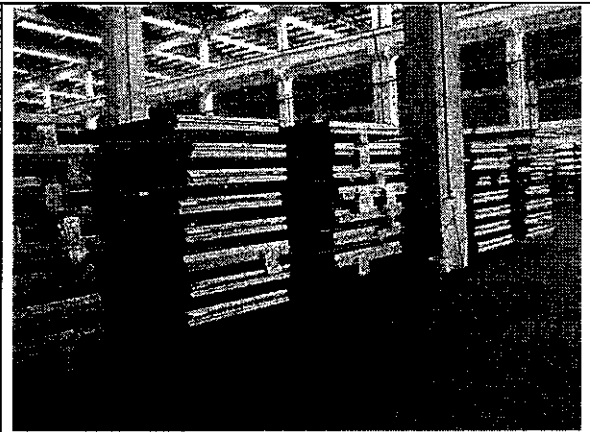
Weather Sealant

3. Semi finished products

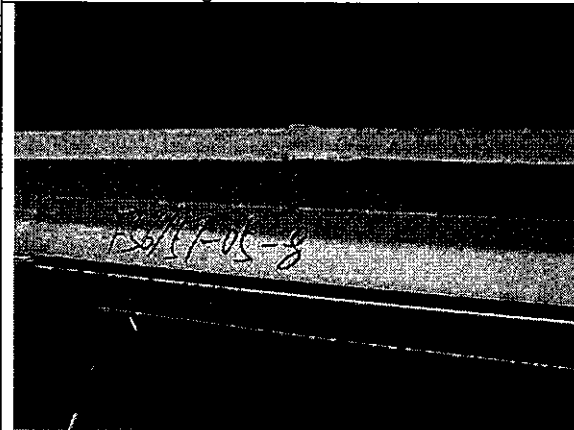
SGS found that the Frames (56/57 & 58/59) were being assembled, and about 400 pcs frames were ready for glass.



Frames without glass



Frames without glass



Marking on the frame (F 56/57)



Marking on the frame (F 58/59)

4. Document Review:

Daily Progress Assembly Report and Bom For Aluminum Extrusion were provided by the factory and reviewed by SGS inspector, details please refer to the attachment.



C:\Documents and Settings\henry_ch



C:\Documents and Settings\henry_ch



THIS REPORT ONLY REFLECTED OUR ACTUAL FINDINGS. THE INSPECTION WAS DONE TO THE BEST OF OUR KNOWLEDGE AND ABILITY AND WITH DUE CARE. THE FINDINGS ARE VALID AS FOR TIME AND PLACE OF INSPECTION.

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “G”



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC ,FONTAINEBLEAU LAS VEGAS II,LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: DE-WATERING INV # FIFTEEN (15)
 Contract Number: 100DES024011
 Payment Amount: \$ 5,631.00
 Payment Period: December 11, 2008

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 the 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 supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: 11/19/08

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

By: *Cindy Foster*
CINDY FOSTER

Its: CONTROLLER

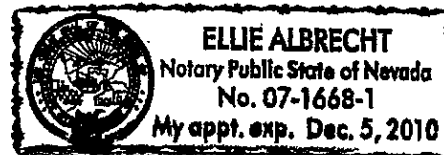
State of NEVADA)
) ss.
County of CLARK)

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER

dated this 18TH day of December, 2008

Ellie Albrecht
NOTARY PUBLIC, in and for said County and State.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **Site Work at 2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC**

Invoice / Payment Application Number: **Pay App #25 Site Work, Job #10100**

Payment Amount: **\$34,135.33** ✓

Payment Period: **1-31 December, 2008**

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 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.

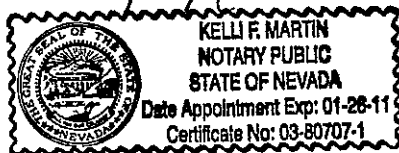
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11

TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Robert W. Oehrli
Its: Project Controller

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **10**

Payment Amount: **\$ 15,108.48**

Payment Period: **Dec 1, 2008 to December 30, 2008**

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 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.

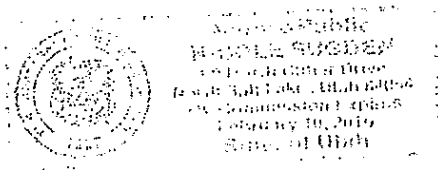
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 22 day of Dec, 2008.

Subscribed and sworn before me this 22nd
Day of December, 2008
Notary Public: [Signature]
My commission expires: 2/10/2010

Company VFC
By: [Signature]
Kimberly Mount
Its: Controller

Notary Stamp



**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **SI024011 PA 14 Dewatering**

Payment Amount: \$ **21,286.00**

Payment Period: **thru 11/11/08**

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 and equipment that are the subject of this waiver and release.

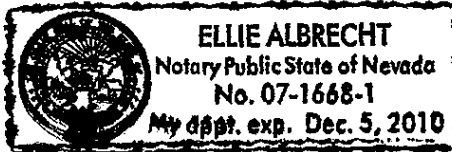
Dated this 30th day of December, 2008.

Desert Plumbing & Heating

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Print Name RINOY FOSTER
By: [Signature]
Its: CONTROLLER

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Site Demo PA 17**

Payment Amount: \$ **26421.00**

Payment Period: **11/30/08**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Southern Nevada Paving

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

Print Name _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Site 027853 PA 7 Conduit Relocate**

Payment Amount: \$ **39,870.00**

Payment Period: **thru 11/30/08**

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 and equipment that are the subject of this waiver and release.

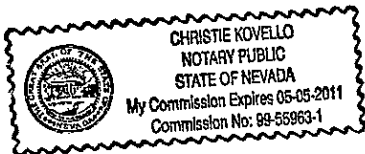
Dated this 30 day of Dec, 2008:

Subscribed and sworn before me this 30
Day of Dec, 2008
Notary Public: Christie Kovello
My commission expires: 5-5-11

Stetson Electric

By: [Signature]
Its: Sec/Treas

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Payment Application Number: **Final Retention**

Payment Amount: **\$ 183004.10**

Payment Period: **11/30/08**

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 this 31 day of Dec, 2008.

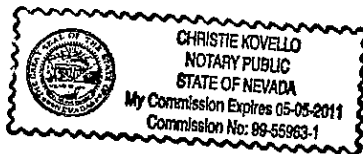
Subscribed and sworn before me this 31
Day of Dec, 2008
Notary Public: Christie Kovello
My commission expires: 5-5-11

Stetson Electric

By: [Signature]

Its: SEC/TREAS

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #24, Site Work, Job #10100**

Payment Amount: **\$328,423.25** ✓

Payment Period: **1-30 November, 2008**

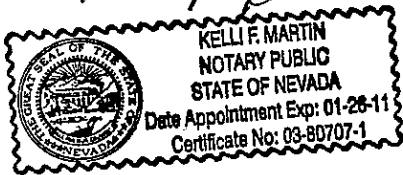
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.
By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **SI131001 PA 9**

Payment Amount: **\$ 15,837.58**

Payment Period: **thru 11/30/08**

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:

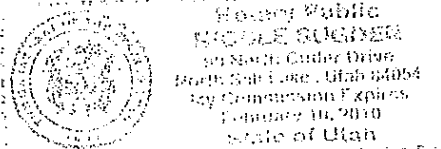
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 and equipment that are the subject of this waiver and release.

Dated this 30 day of Dec, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 2/10/2010

VFC Inc
Print Name P Gonzales
By: [Signature]
Its: _____

Notary Stamp


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 PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, LLC
Invoice/Payment Application Number: #14
Payment Amount: \$ 4,991,311.00
Payment Period: Through December 31, 2008

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 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.

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 and equipment that are the subject of this waiver and release.

DATED: December 18, 2008

Subscribed and sworn before me this: 18th Day of December, 2008 Aderholt Specialty Company, Inc. (Company Name)

Notary Public: Cathy A. Hill By: Sherry Aderholt

My commission expires: 1-15-2009 Print Name: Sherry Aderholt

Title: President



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau Hotel Tower P.O. #
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$62,125.00 and covers work through 12/31/2008. This release is contingent upon receipt of \$62,125.00, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed. 38,820.00

Subscribed and sworn to before me
this 10th day of December 2008
Notary Public: Melissa Niccletti
My commission expires: 7/27/2012
American Crane & Hoist Erectors, LLC
Company
[Signature]
Signature
By Anthony Jackson Date 12/12/2008

MELISSA NICCLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Krystal Towers, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 12

Payment Amount: \$ 1,232,091.56 ✓

Payment Period: Through 12/20/2008

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 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.

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 and equipment that are the subject of this waiver and release.

DATED: 12-18-08
Subscribed and sworn before me this 18th Day of December, 2008

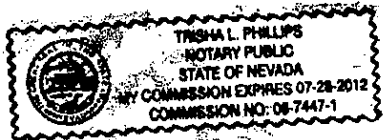
AMI Hospitality, LLC
(Company Name)

Notary Public: [Signature]
My commission expires: 7-28-2012

By: Melinda Buckland

Print Name: MELINDA BUCKLAND

Title: Staff Accountant



Notary Stamp

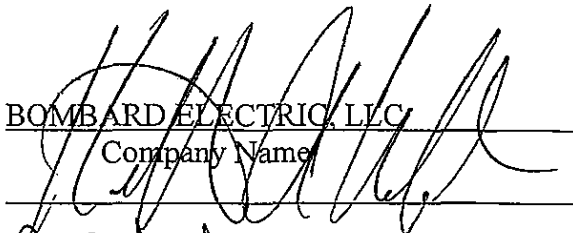
CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU-TOWER
Property Location: LAS VEGAS, NV
Undersigned's Customer: TURNBERRY WEST CONSTRUCTION
Invoice/Payment Application Number: #26192
Payment Amount: \$ 8,795,868.00

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 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 subject of this waiver and release.

Date: 12-18-08

By: 
Its: President

BOMBARD ELECTRIC LLC
Company Name



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Krystal Towers, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: APP.#17

Payment Amount: \$ 2,398,958.00

Payment Period: Through 12/31/08

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 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.

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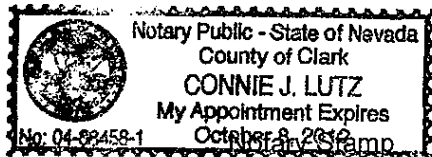
DATED: 12/17/08

Subscribed and sworn before me this: 17th Day of December, 2008. Bombard Mechanical, LLC. (Company Name)

Notary Public: [Signature] By: [Signature] My commission expires: 10/08/2012

Print Name: Deanna Clark

Title: A/R Specialist



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **Project: 2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: 10

Payment Amount: **\$220,257.29**

Payment Period: December, 2008

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:

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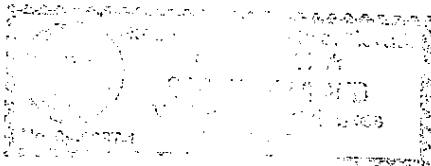
Dated this 17th day of December, 2008.

State of Nevada
County of Clark
Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 5/20/12

Company: Cadillac Stone Works, LLC

By: [Signature]
Name: Robert Costa
Title: Member Manager

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **FB-0001-21**

Payment Amount: **\$ 731,713.00**

Payment Period: **12/31/08**

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 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:

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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 and equipment that are the subject of this waiver and release.

Dated this 18th day of December, 2008.

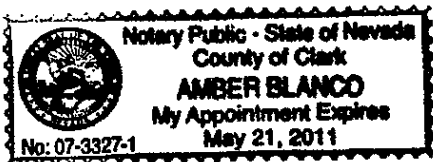
Subscribed and sworn before me this 18th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

DESERT FIRE PROTECTION, L.P.

By: Linda Duff

Its: Assistant Secretary

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT


Property Name: FONTAINEBLEAU LAS VEGAS, LLC & FONTAINEBLEAU LAS VEGAS II, LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: TOWER INV # TWENTY-SIX (26)
 Contract Number: 200DES154001
 Payment Amount: \$ 3,894,153.00
 Payment Period: December 31, 2008

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 the 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 supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: December 18, 2008

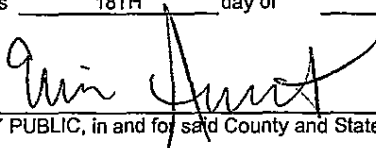
DESERT PLUMBING & HEATING CO., INC.
(Company Name)

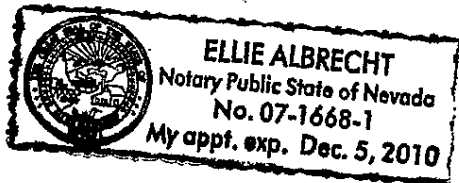
By: 
CINDY FOSTER
Its: CONTROLLER

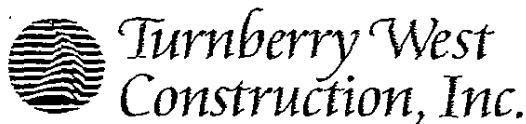
State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: # 7

Payment Amount: \$ 60,625.70

Payment Period: Through 12/31/08

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 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.

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 and equipment that are the subject of this waiver and release.

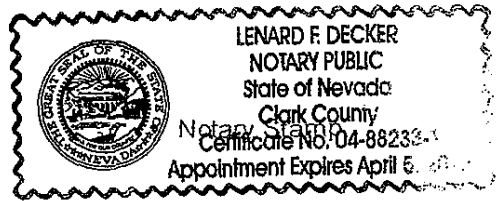
DATED: 12-11-08

Subscribed and sworn before me this: 11th Day of DECEMBER, 2008 DOOR-KO, Inc. (Company Name)

Notary Public: Leonard F. Decker By: Dale S. Kooker

My commission expires: 4-5-2012 Print Name: Dale S. Kooker

Title: PRESIDENT



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **3351-09**

Payment Amount: **\$ 106,676.00**

Payment Period: **December 31, 2008**

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 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.

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 and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008

Notary Public: [Signature]
My commission expires: 12/08/12

Eberhard Southwest Roofing, Inc.

By: [Signature]
Paul McKellar

Its: Vice-President

Notary Stamp





F. RODGERS[™]
INSULATION & SPECIALTY CONTRACTOR

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Tower

Property Location: 2755 Las Vegas Blvd.

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 15521036613 Thru 12/31/08

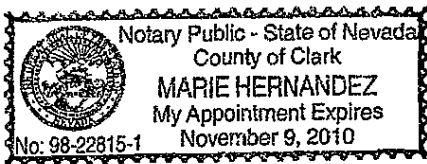
Payment Amount: \$ 516,857.06

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: 12/18/08

F. Rodgers Corporation
(Company Name)



By: Deanna Boh
Its: Deanna Boh, Contract Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 18th day of December, 2008.

By: Marie Hernandez
My commission expires: 11-9-10

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Architectural Materials, LLC**

Invoice / Payment Application Number: **3**

Payment Amount: **\$ 50,597.00**

Payment Period: **12/31/08**

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 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.

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 and equipment that are the subject of this waiver and release.

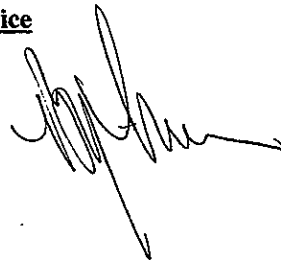
Dated this 15th day of DECEMBER, 2008.

Subscribed and sworn before me this 15
Day of December, 2008
Notary Public: Jessica Freeman
My commission expires: 5/29/09

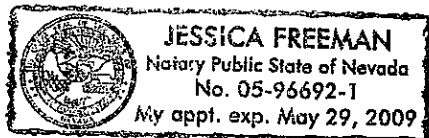
Freeman's Carpet Service

By: Bryan Freeman

Its: Director



Notary Stamp





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, LLC

Invoice/Payment Application Number: Invoice 2413 / Application # 15 Tower 200GAL082001

Payment Amount: \$449,599.00

Payment Period: 12/31/08

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 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.

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 and equipment that are the subject of this waiver and release.

DATED: 12/18/08

Subscribed and sworn before me this: 18th Day of December, 2008 Gallagher-Kaiser Corporation (Company Name)

Notary Public: [Signature] By: [Signature]

My commission expires: August 8, 2011 Print Name: Harold Lindenbaum

Title: Director



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **Application #3**

Payment Amount: **\$ 97,431.77**

Payment Period: **12-31-08**

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 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.

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 and equipment that are the subject of this waiver and release.

Dated this 18th day of December, 2008

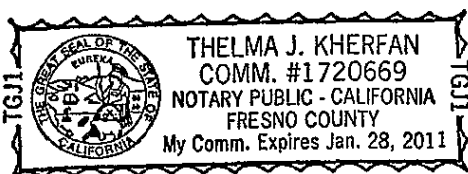
Subscribed and sworn before me this 18th
Day of December, 2008
Notary Public: [Signature]
My commission expires: Jan 28, 2011

Geo Cell Solutions

By: Tarin Winton [Signature]

Its: Office Manager

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **15330-12**

Payment Amount: **\$29,797.86**

Payment Period: **December 31, 2008**

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 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.

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 and equipment that are the subject of this waiver and release.

Dated this 10th day of December, 2008.

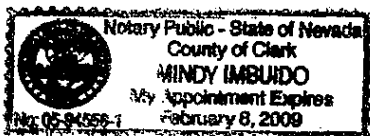
Subscribed and sworn before me this 10th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 02/08/09

Notary Stamp

HENRI SPECIALTIES CO., INC.

By: [Signature]

Its: James H. Gormley, President



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Tower
Property Location: 2755 L.V. Blvd. South Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction Inc.
Invoice/Payment Application Number: Inv# 21324
Payment Amount: \$ 1,269,096.14
Payment Period: 12/31/08


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 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: 12/18/08

Midwest Pro Painting, Inc.

By: 

Its: Peter Wicklund, Project Manager

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Reinforcing Steel Tower**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **Inv. #107232 – App #27**

Payment Amount: **(-\$ 719,976.60)**

Payment Period: **Thru December 31, 2008**

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 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.

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 and equipment that are the subject of this waiver and release.

Dated this 16th day of December, 2008.

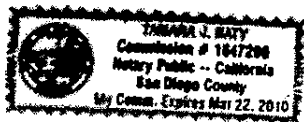
Subscribed and sworn before me this 16th
Day of December 2008
Notary Public: Janessa Finley
My commission expires: 03/22/2010

Pacific Coast Steel

By: *Janessa Finley*

Its: Janessa Finley – Accounting

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

S01033

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Structural Steel Tower**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV – Tower - Structural**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **Inv. #107090 – App #19**

Payment Amount: **\$135,077.49**

Payment Period: **DECEMBER 1, 2008 THROUGH DECEMBER 31, 2008**

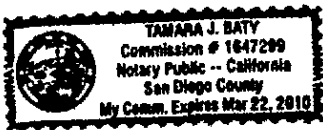
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice 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 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.

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 and equipment that are the subject of this waiver and release.

Dated this 10TH day of DECEMBER, 2008

Subscribed and sworn before me this 10TH
Day of DECEMBER, 2008
Notary Public: Tamara J. Baty
My commission expires: 03/22/2010



PACIFIC COAST STEEL

By: *Janessa*
Its: Janessa Finley Accounting



CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

P.O. # 400RCS014003

Fontainebleau Hotel Tower

IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$548,895 and covers work through 12/31/2008 . This release is contingent upon receipt of \$548,895 , but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me

this 17th day of December 2008

Notary Public: *Melissa Nicoletti*

My commission expires: 7/27/2012

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT NO 08-0316-1
MY APPT EXPIRES JULY 27, 2012

Republic Crane Service, LLC

Company

[Handwritten Signature]

Signature

Anthony Jackson

By

12/15/2008

Date

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau Hotel Tower Las Vegas AND COUNTY OF Clark AND STATE OF Nevada
P.O. # 400RTH014001

This release is in the amount of 5701.00 and covers work through 12/31/2008. This release is contingent upon receipt of 5701.00 ~~\$369,371~~ but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me
this 17th day of DECEMBER
Notary Public: Melissa Nicoletti
My Commission expires: 7/21/2012

Republic Towers & Hoist
Company

Anthony Jackson
Signature

By Anthony Jackson Date 12/17/2008

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

PROPERTY NAME & LOCATION: FONTAINEBLEAU LAS VEGAS, NV

Contract No: 10-200 Contract Description: Fontainebleau Tower

Payment Application # and Period: #10 12/31/08 Payment Amount: 1,134,303.92

Work Performed by (Contractor's Name): SILVER STATE MARBLE LLC

Under Contract to: Fontainebleau Las Vegas, Turnberry West Construction, Inc.

Upon receipt by the undersigned of a check in the sum of \$ 1,134,303.92 payable to Silver State Marble LLC and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has on the job of **Fontainebleau** Tower project, located at 2755 Las Vegas Boulevard South, Las Vegas, Nevada to the following extent.

This release covers a progress payment for labor, materials, services, fixtures, equipment and/or any other work performed or furnished to **Turnberry West Construction, Fontainebleau** on or before the date of 12/31/08 [except for disputed claims in the amount of -0-] and does not cover any retentions retained before or after the release date or any labor, materials, services, fixtures, equipment and/or any other work performed or furnished after the release date.

DATED this 17th day of December, 2008

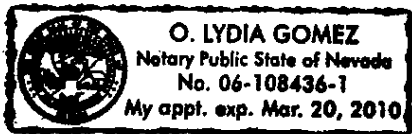
CONTRACTOR/LABORER/SUPPLIER:
Silver State Marble

By: David Allsopp

Title: OWNER, OFFICER or PARTNER

STATE OF Nevada)
) ss.
COUNTY OF Clark)

On this 17th day of December, 2008 personally appeared before me, a Notary Public, DAVID ALLSOPP who
(OWNER, PARTNER, OFFICER SIGNING ABOVE)
acknowledged to me that (s)he has read the foregoing, that the same is true and correct and that (s)he is authorized to execute the same.



O. Lydia Gomez
NOTARY PUBLIC, in and for said County and State

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 6972

Payment Amount: \$27,509.40

Payment Period: 9/29/08

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 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.

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 and equipment that are the subject of this waiver and release.

Dated this 29 day of September, 2008.

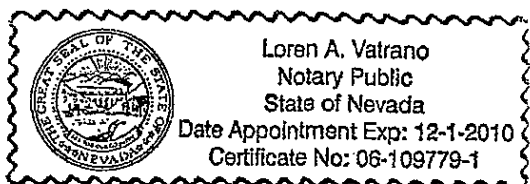
Subscribed and sworn before me this 29th
Day of September
Notary Public: Loren A. Vatrano
My commission expires: 12-1-2010

Notary Stamp

Southern Nevada Paving

By: Hanne Lawlor

Its: Contract Billing Specialist



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC-Tower**

Property Location: **2755 Las Vegas Blvd. South**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **914066 / APP # 17**

Payment Amount: **\$3,510,635**

Payment Period: **12/01/2008-12/31/2008**

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 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.

Before any recipient of this document relies on it, he should verify evidence of payment of 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 and equipment that are the subject of this waiver and release.

Dated this 11th day of December, 2008.

Subscribed and sworn before me this 11

Day of December, 2008

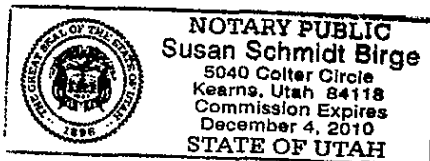
Notary Public: Susan Schmidt Birge By: _____

My commission expires: 12-4-2010

ThyssenKrupp Elevator

Laurie Edsberg
Its: Laurie Edsberg- Regional Billing Analyst

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **Tower at 2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #25, Tower, Job #10200**

Payment Amount: **\$32,900,061.56** ✓

Payment Period: **1-31 December, 2008**

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 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.

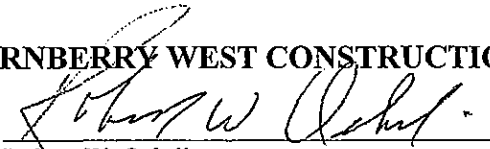
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 31st day of December, 2008.

Subscribed and sworn before me this _____
Day of _____, _____
Notary Public: _____
My commission expires: _____

Notary Stamp

TURNBERRY WEST CONSTRUCTION, INC.

By: 
Robert W. Oehrli
Its: Project Controller

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
NORTH PODIUM**

Property Name: **Fontainebleau Podium-Owner: Fontainebleau Las Vegas, LLC,
Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **6-15-NP-1P-Rev.**

Payment Amount: **\$ 314,606.00**

Payment Period: **December 31, 2008**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 19th day of December, 2008.

Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public [Signature]
My commission expires: 6/24/10

W&W Steel, LLC

By: [Signature]
Terrell Driskill
Its: Sr. VP Credit Manager

Notary



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **3**

Payment Amount: \$ **1,394,371.00**

Payment Period: **12-01-2008 to 12-31-2008**

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 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.

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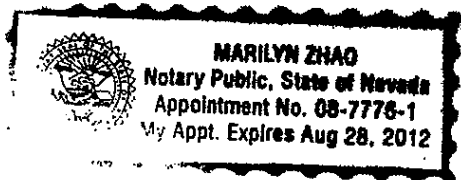
Dated this 18 day of December, 2008.

Z GLASS INC.

Subscribed and sworn before me this 18
Day of December, 2008
Notary Public: Marilyn Zhao
My commission expires: 8/28/12

By: [Signature]
Its: President

Notary Stamp



**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 13**

Payment Amount: **\$ 5,381,864.00**

Payment Period: **thru 11/ 30/ 2008**

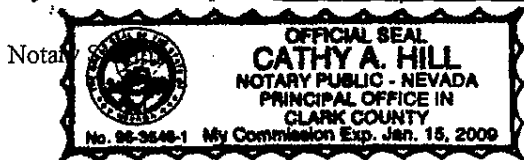
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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:

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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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Cathy A. Hill
My commission expires: 1-15-2009



Aderholt Specialty Company Inc

By: Sherry Aderholt

Its: President

Print Name: Sherry Aderholt

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.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 18

Payment Amount: \$ 28,000.00

Payment Period: thru 11 / 30 / 2008

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

American Crane & Hoist Erectors, LLC

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____
Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 11**

Payment Amount: **\$ 1,456,971.30**

Payment Period: **thru 11 / 30 / 2008**

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:

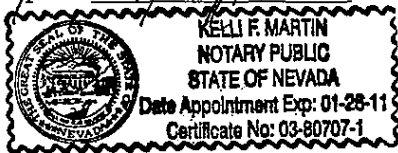
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11

Notary Stamp



Architectural Materials

By: STEVEN MARLOWE S. Marlowe

Its: S.R. PROJECT MANAGER

Print Name: STEVEN MARLOWE

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower Pay App 19**

Payment Amount: \$ **10,620,598.50**

Payment Period: **thru 11/ 30/08**


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:

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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 and equipment that are the subject of this waiver and release.

Dated this 31 day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Stephanie R Sills
My commission expires: 07/28/09

Notary Stamp:  **STEPHANIE R. SILLS**
Notary Public State of Nevada
No. 05-98613-1
My appt. exp. July 28, 2009

Bombard Electric
By: [Signature]
Its: President
Print Name: Kenneth A. Kefalas

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 16**

Payment Amount: **\$ 1,236,283.00**

Payment Period: **thru 11/30/2008**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Bombard Mechanical

By: _____

Its: _____

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA 23**

Payment Amount: \$ **828,772.00**

Payment Period: **thru 11 / 30 / 2008**

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:

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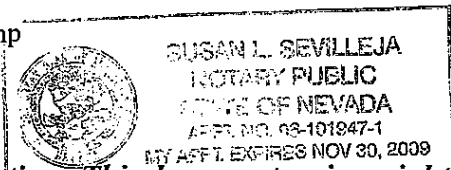
Dated this 30th day of December, 2008.

Colasanti Specialty Services, Inc

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: [Signature]
My commission expires: November 30, 2009

By: [Signature]
Its: Project Manager
Print Name: Patricia Prescott

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 20

Payment Amount: \$ 554,629.00

Payment Period: thru 11 / 30 / 2008

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:

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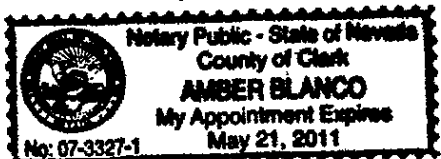
Dated this 30 day of December, 2008.

Desert Fire Protection, Inc

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

By: Linda Duff
Its: ASST. SECRETARY
Print Name: LINDA DUFF

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 25**

Payment Amount: **\$ 3,496,780.00**

Payment Period: **thru 11 / 30 / 2008**

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:

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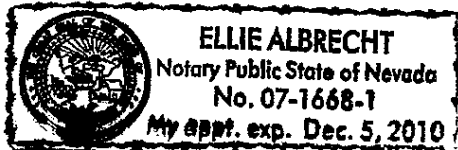
Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Desert Plumbing & Heating Co, Inc

By: [Signature]
Its: CONTROLLER

Notary Stamp



Print Name: Cindy Foster

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 6**

Payment Amount: \$ **122,946.09**

Payment Period: **thru 11 / 30 / 2008**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 30th day of DECEMBER, 2008.

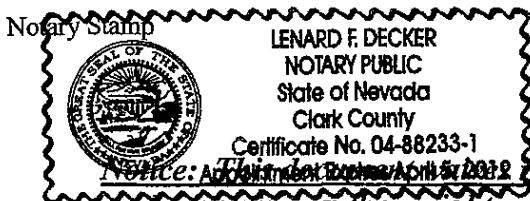
Door-Ko Inc.

Subscribed and sworn before me this 30th
Day of DECEMBER 2008
Notary Public Leonard F. Decker
My commission expires: 4-9-2012

By: Dale S. Kooker

Its: PRESIDENT

Print Name: DALE S. KOOKER



Notice: After the date of this document, 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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA 10

Payment Amount: \$ 133,438.00

Payment Period: 11 / 30 / 2008

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 30th Day of December, 2008.

Subscribed and sworn before me this 30th
Day of December 2008
Notary Public: Kari Jacobson
My commission expires: 12-14-2012



Eberhard Southwest Roofing, Inc

By: Paul McKellar

Its: Vice President

Print Name: Paul McKellar

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 12**

Payment Amount: \$ **459,006.77**

Payment Period: **thru 11 / 30 / 2008**

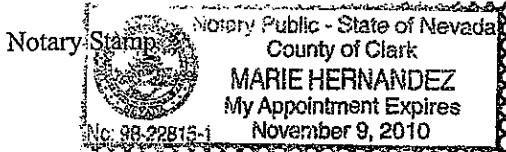
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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 and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: [Signature]
My commission expires: 11-9-10



F. Rodgers, Corp.

By: [Signature: Marcia Crites]

Its: Marcia Crites
Accounts Receivable Manager

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South,**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 2**

Payment Amount: \$ **69,264.00**

Payment Period: **thru 11 / 30/ 2008**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Freeman's Carpet Service

By: _____

Its: _____

Print name: _____

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.

NOT PAID UP

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 14**

Payment Amount: **\$ 785,332.44**

Payment Period: **thru 11 / 30 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Gallagher-Kaiser Corp

Subscribed and sworn before me this _____
Day of _____
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

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.

NOT SIGNED UP

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 3**

Payment Amount: **\$ 90,862.45**

Payment Period: **thru 11 /30 /08**

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:

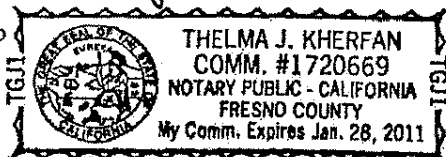
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: Jan 28, 2011

Notary Stamp



Geo Cell Solutions

By: [Signature]

Its: [Signature]

Print Name: Donnal Walker

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 7**

Payment Amount: **\$ 39,087.00**

Payment Period: **thru 11 / 30 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Henri Specialties Co, Inc

Subscribed and sworn before me this 30th

Day of December, 2008

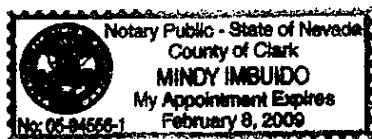
Notary Public: [Signature]

My commission expires: 02/08/09

By: [Signature]

Its: President

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 1**

Payment Amount: **\$ 12,736.06**

Payment Period: **11 /30 /08**

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 and equipment that are the subject of this waiver and release.

Dated this 30 day of December, 2008

Insulpro Projects, Inc.

Subscribed and sworn before me this 30th

Day of December, 2008

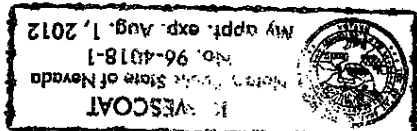
Notary Public: [Signature]

My commission expires: August 1st, 2012

By: [Signature]

Its: Sheryl R. Johnson / Office Manager

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA 9**

Payment Amount: **\$ 645,501.60**

Payment Period: **thru 11 / 30 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____
Notary Public: _____
My commission expires: _____

Notary Stamp

Midwest Pro Painting, Inc

By: _____

Its: _____

Print Name: _____

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.

NOT Picked up

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 2

Payment Amount: \$ 75,710.37

Payment Period: thru 11 / 30 / 2008

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 and equipment that are the subject of this waiver and release.

Dated this 2 day of Jan, 2009.

Miele, Inc.

Subscribed and sworn before me this 2
Day of Jan
Notary Public: [Signature]
My commission expires:

By: Julie Marsad
Its: Accounting Manager

Notary Stamp



Patricia A. Howley
Notary Public
State of New Jersey
My Comm. Exp. 8-29-2011

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA 20**

Payment Amount: **\$ 497,998.94**

Payment Period: **11/ 30/ 2008**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Pacific Coast Steel

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

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.

NOT PICKED UP

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 3**

Payment Amount: \$ **48,942.90**

Payment Period: **thru 11 /30 /08**

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.

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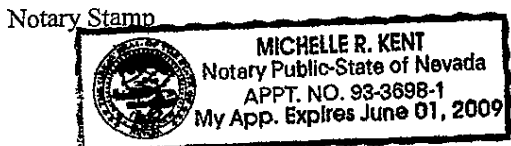
Dated this 30th day of December, 2008.

Paramount Management Ent.

Subscribed and sworn before me this
Day of 30th December 2008
Notary Public: Michelle Kent
My commission expires: 6-1-09

By: [Signature]
Its: Owner

Print Name: Matt Beavers



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA 18**

Payment Amount: \$ **671,984.00**

Payment Period: **thru 11 / 25 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this 5th day of December, 2008.

Republic Crane Service, LLC

Subscribed and sworn before me this 5th
Day of December 2008
Notary Public: Melissa Nicoletti
My commission expires: 7/27/2012

By: [Signature]
Its: Project Manager

Notary Stamp

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA 20**

Payment Amount: \$ **409,093.00**

Payment Period: **thru 11 / 25 / 2008**

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 has 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Republic Tower & Hoist, LLC

Subscribed and sworn before me this _____
Day of _____, _____
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower PA # 9**

Payment Amount: \$ **2,014,295.24**

Payment Period: **11/ 30/ 08**

The undersigned has been paid and has received a progress payment of 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Silver State Marble

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

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.

Not Paid

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower PA # 16

Payment Amount: \$ 1,046,944.00

Payment Period: thru 11 / 30 / 2008

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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Toni Monticelli
My commission expires:

Notary Stamp



ThyssenKrupp Elevator

By: Ron Hamell

Its: District Manager

Print Name: Ron Hamell

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #24, Tower, Job #10200**

Payment Amount: **\$39,615,210.43** ✓

Payment Period: **1-30 November, 2008**

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:

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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.

Dated this 31st day of December, 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.

By: [Signature]
Robert W. Oehrli
Its: Project Controller

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Tower Pay App 2

Payment Amount: \$ 1,411,396.00

Payment Period: thru 11 / 30 / 2008

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 and equipment that are the subject of this waiver and release.

Dated this 30 day of December, 2008.

Z Glass, Inc.

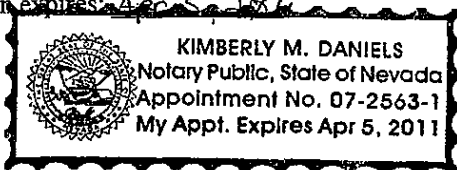
Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: Kimberly Daniels
My commission expires: Apr 5, 2011

By: [Signature]

Its: President

Print Name: Steve Miller

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Tower Pay App 21**

Payment Amount: \$ **4,293,135.32**

Payment Period: **thru 11 / 30 / 2008**

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 and equipment that are the subject of this waiver and release.

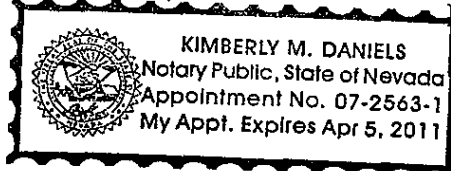
Dated this 30 day of December, 2008.

Zetian Systems, Inc

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: Kimberly M Daniels
My commission expires: Apr 5, 2011

By: 

Notary Stamp



Its: SR Project Manager

Print Name: Craig Van Mossevelde

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 PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, LLC
Invoice/Payment Application Number: #12
Payment Amount: \$ 149,791.00
Payment Period: Through December 31, 2008

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:

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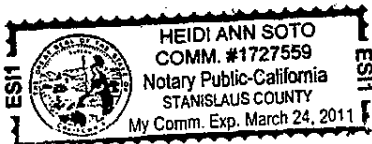
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

DATED: December 16, 2008

Subscribed and sworn before me this: 16 Day of December, 2008 Aderholt Specialty Company, Inc. (Company Name)

Notary Public: [Signature] By: [Signature] Sherby Aderholt
My commission expires: March 24, 2011
Print Name: Sherby Aderholt
Title: President

Notary Stamp



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **INV#906/PAY APP# 22-GARAGE**

Payment Amount: **\$ 470,844.00**

Payment Period: **12/31/08**

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 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:

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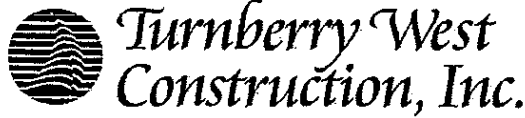
Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of DECEMBER 2008
Notary Public: [Signature]
My commission expires: 8/27/2013

COLASANTI SPECIALTY SERVICES, INC.
By: [Signature]
Donald W. Kosnik, Vice President

Notary Stamp **DENISE K. WEISHAUP**
Notary Public, Macomb County, MI
My Commission Expires August 27, 2013

Exhibit 1 Part 5



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 7

Payment Amount: \$ 35,512.78

Payment Period: Through 12/31/08

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 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:

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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 and equipment that are the subject of this waiver and release.

DATED: 12/18/08

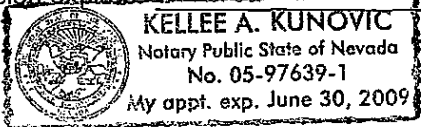
Subscribed and sworn before me this: 18th Day of December, 2008

Commercial Roofers, Inc. (Company Name)

Notary Public: Kellee A. Kunovic

By: [Signature]

My commission expires: 6/30/09



Print Name: Dennis Conway

Title: Vice President

Notary Stamp



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC & Fontainebleau Las Vegas II, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West
Invoice/Payment Application Number: 20
Payment Amount: \$2,984,652.01
Payment Period: Through 12-15-08

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:

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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 and equipment that are the subject of this waiver and release.

DATED: 12-19-08

Subscribed and sworn before me this: 19 Day of Dec 2008 CONTI ELECTRIC, INC. (07-022) (Company Name)

Notary Public Denise Marzetti My commission expires:

By: M.E. Browder



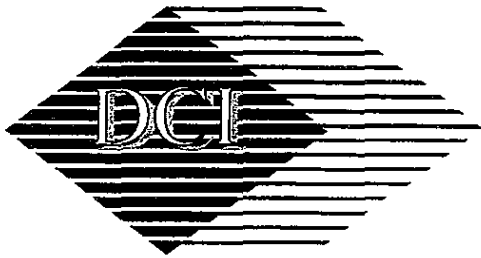
Denise Marzetti Notary Public, Lapeer Co., MI Acting in the Co. of Macomb My Commission expires 07/17/2011

Print Name: M.E. Browder

Title: Controller

Notary Stamp

Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366



D'Alessio Contracting, Inc.

5017 W. Diablo Dr.
Las Vegas NV 89118
Phone (702) 876-9601
Fax (702) 579-4770
License #52313 & #52314

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice/Payment Application Number: 10752

Payment Amount: \$555,038.00

Payment Period: December 31, 2008

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 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: 12/17/2008

D'Alessio Contracting, Inc.

Company Name

Karl Hogue

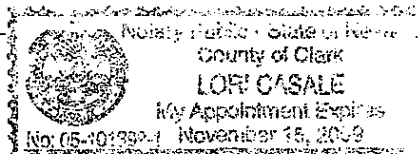
By

Project Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 17th day of December 2008 by Lori Casale.

Lori Casale
(Signature of notarial officer)



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **FB-0002-21**

Payment Amount: **\$ 649,366.00**

Payment Period: **12/31/08**

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 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:

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Dated this 17th day of December, 2008.

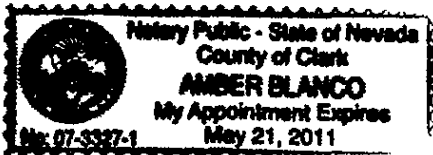
Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

DESERT FIRE PROTECTION, L.P.

By: Linda Duff

Its: Assistant Secretary

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC FONTAINEBLEAU LAS VEGAS II, LLC

Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA

Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.

Invoice/Payment Application Number: GARAGE INV # TWENTY -ONE(21)

Contract Number: 300DES154001

Payment Amount: \$ 910,158.00

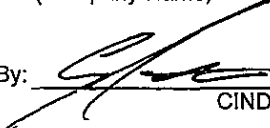
Payment Period: December 11, 2008

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 the payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 18, 2008

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

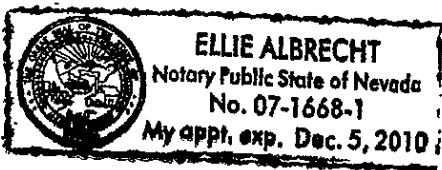
By: 
CINDY FOSTER
Its: CONTROLLER

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC FONTAINEBLEAU LAS VEGAS II, LLC

Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA

Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.

Invoice/Payment Application Number: GARAGE (HYDRONIC) INV # SEVENTEEN (17)

Contract Number: 300DPH151801

Payment Amount: \$ 1,232,965.00

Payment Period: December 11, 2008

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 the payment rights that the undersigned has on the above described Property to the following extent:

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Dated: December 18, 2008

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

By: *Cindy Foster*
CINDY FOSTER

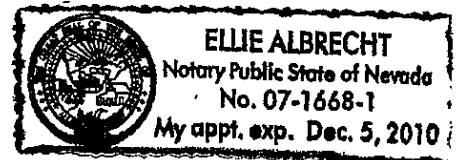
Its: CONTROLLER

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008

Ellie Albrecht
NOTARY PUBLIC, in and for said County and State.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **6**

Payment Amount: **\$189,765.83**

Payment Period: **12/01/08-12/31/08**

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 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:

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Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
day of December, 2008

Notary Public: *S.M. Pomeroy*
My commission expires: _____

S.M. Pomeroy
Notary Public
Macomb County, MI
My Comm. Exp. 07-16-2012

Notary Stamp

Eugenio Painting Company

By: *Michael Eugenio*
Michael Eugenio

Its: President

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Garage/Convention Center/Central Plant
Property Location: 2845 S. Las Vegas Blvd., Las Vegas, NV 89119
Undersigned's Customer: Turnberry West Construction
Invoice / Payment Application #: 53618 #12
Payment Amount: \$ 4,239.58
Payment Period: December 2008

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:

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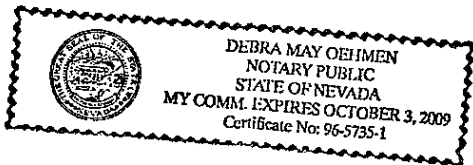
Date: 12/18/08

FISK TECHNOLOGIES

Company Name

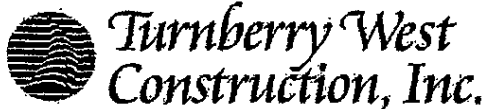
By: _____

Its: John Seli - Division Controller



[Handwritten Signature]

[Execution Copy]



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, LLC

Invoice/Payment Application Number: Invoice 2412/ Application #18 Garage/Conv. Ctr/Cent. Plt.

Payment Amount: \$ 1,247,535.47 ✓

Payment Period: December 31, 2008

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:

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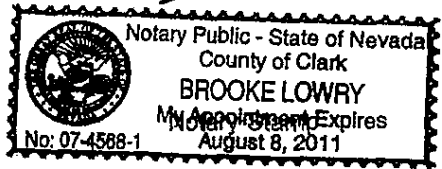
DATED: 12/17/08

Subscribed and sworn before me this: 17 Day of December, 2008 Gallagher-Kaiser Corporation (Company Name)

Notary Public: [Signature] By: [Signature]

My commission expires: August 8, 2011 Print Name: Harold Lindenbaum

Title: Director





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, LLC

Invoice/Payment Application Number: Invoice 2410 / Application #6 Resort Garage/Ballroom/C-C Doors / Frames / Finished Hardware

Payment Amount: \$85,099.72

Payment Period: December 31, 2008

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 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.

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 and equipment that are the subject of this waiver and release.

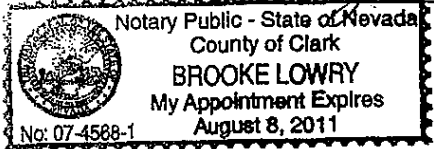
DATED: 12/17/08

Subscribed and sworn before me this: 17th Day of December, 2008

Gallagher-Kaiser Corporation (Company Name)

Notary Public: Brooke Lowry My commission expires: August 8, 2011

By: [Signature]



Print Name: Harold Lindenbaum

Title: Director

Notary Stamp

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV 300GEO072401**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **6328-09**

Payment Amount: **\$ 1,078,631.00**

Payment Period: **December 31st, 2008**

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:

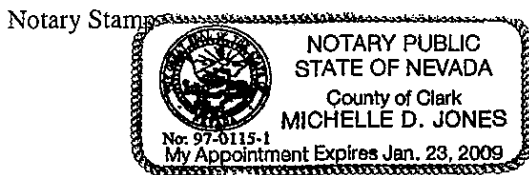
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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.

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.

Dated this: **December 17, 2008**

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Michelle D. Jones
My commission expires: 1/23/09

GEORGE M. RAYMOND CO.
By: [Signature]
Its: VP



**Johnson
Controls**



**GCCCP (10-300)
CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
JCI PROJECT NUMBER: 7PA4-0005**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **18**

Payment Amount: **\$ 197,714.00**

Payment Period: **December 31, 2008**

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:

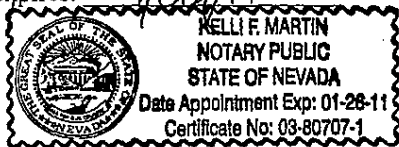
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 that are not paid.

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Dated this _____th day of December, 2008

Subscribed and sworn before me this 2nd
Day of December, 2008
Notary Public: Nelli F. Martin
My commission expires: 12/26/11

Notary Stamp



Johnson Controls, Inc.

By: [Signature]

Printed LEASITA S. MAMUA

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, INC

Invoice / Payment Application Number: 6

Payment Amount: \$ 1,736,210.63

Payment Period: 12/31/2008

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Lisa M Henry
My commission expires: 1-9-10

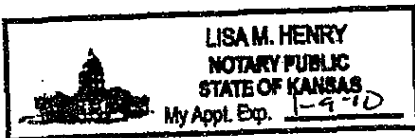
Company MIDWEST DRYWALL

By: Denis Dieker (Printed Name)

Its: Treasurer

DH

Notary Stamp





CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 13094 / #7

Payment Amount: \$ 341,248.00

Payment Period: Through 12/31/08

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 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:

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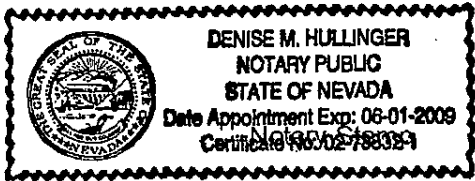
DATED: 12/9/08

Subscribed and sworn before me this: 9th Day of December, 2008 Modernfield of Nevada LLC (Company Name)

Notary Public: Denise M. Hullinger By: [Signature]

My commission expires: June 1, 2009 Print Name: GLEN SWIPAN

Title: Vice President



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Parking Garage / Convention Center**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **INV.# 107233, PAY APP #21**

Payment Amount: **\$ 34,582.50**

Payment Period: **THRU DECEMBER 31, 2008**

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:

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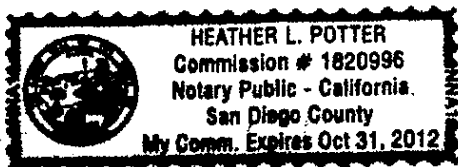
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 11TH day of December 2008

Subscribed and sworn before me this 11TH
Day of December, 2008
Notary Public: Heather L. Potter
My commission expires: Oct 31, 2012

Notary Stamp

Pacific Coast Steel
By: Janessa Finley
Its Janessa Finley - Acct.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **#5**

Payment Amount: **\$ 254,637.00** ✓

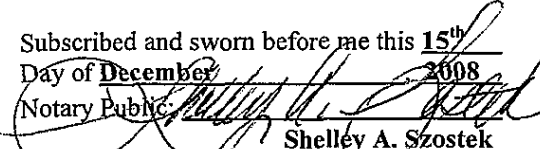
Payment Period: **12/15/08**


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:

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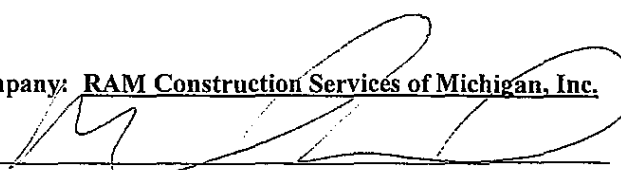
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this **15th** day of **December**, **2008**.

Subscribed and sworn before me this **15th**
Day of **December**, **2008**
Notary Public: 
Shelley A. Szostek
My commission expires: **April 25th, 2012**

Notary Stamp **SHELLEY A. SZOSTEK**
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES APRIL 25, 2012
ACTING IN COUNTY OF 

Company: **RAM Construction Services of Michigan, Inc.**

By: 

Its: **Mire Markovski, Controller**

REVISED

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

P.O. # 400RCS014001

Fontainebleau Parking Garage

IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$90,657 and covers work through 12/31/2008. This release is contingent upon receipt of \$90,657, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Republic Crane Service, LLC

Subscribed and sworn to before me this 12th day of December 2008

Company

Notary Public: *Melissa Nicole Letton*

Signature

By *Anthony Jackson*

12/12/2008

Date

My Commission Expires *12/31/2012*
MELISSA NICOLE LETTON
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8918-1
MY APPT. EXPIRES JULY 27, 2012

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau GARAGE/CONVENTION CENTER

P.O. # 400RCS014003

IN THE CITY OF Las Vegas

AND COUNTY OF Clark

AND STATE OF Nevada

This release is in the amount of \$41,212 and covers work through 12/31/2008 . This release is contingent upon receipt of \$41,212 , but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to

before me this 11th day of

December 2008

Notary Public: *Melissa Nicoletti*

My Commission expires: 7/27/2012

Republic Towers & Hoist, LLC

Company

Anthony Jackson

Signature

Anthony Jackson

12/11/2008

Date

By

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau - Garage/Convention

Property Location: 2775 Las Vegas Boulevard South; Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc

Invoice/Payment Application Number: 8051

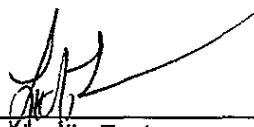
Payment Amount: \$30,962.00

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 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: December 18th, 2008

SAFE Electronics, Inc.
(Company Name)



By: Leslie Foster
Its: Comptroller

SAFE Job #3805

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **20**

Payment Amount: **\$180,670.00**

Payment Period: **12/31/08**

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 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:

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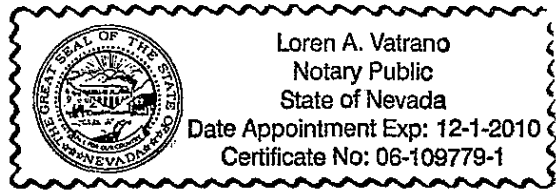
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 12-1-2010

Southern Nevada Paving
By: [Signature]
Its: Contract Billing Specialist

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC-Garage**

Property Location: **2755 Las Vegas Blvd. South**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Pay App Number: **914070 / APP #16**

Payment Amount: **\$868,896** ✓

Payment Period: **12/01/2008-12/31/2008**

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:

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Dated this 11th day of December, 2008.

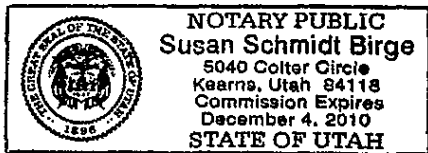
Subscribed and sworn before me this 11
Day of December, 2008
Notary Public: Susan Schmidt Birge
My commission expires: 12-4-2010

ThyssenKrupp Elevator

By: Laurie Edsberg

Its: Laurie Edsberg- Regional Billing Analyst

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **Parking Garage, Convention Center, Central Plant at
2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #25, Garage/CC/CP, Job #10300**

Payment Amount: **\$15,204,162.07** ✓

Payment Period: **1-31st December, 2008**

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:

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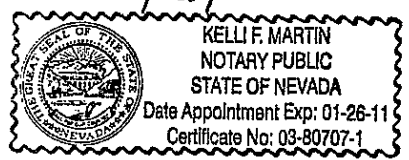
Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 12/26/11

TURNBERRY WEST CONSTRUCTION, INC.

By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **07-642-16**

Payment Amount: \$ **406,585.34**

Payment Period: **12/31/08**

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 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:

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Dated this 16th day of December, 2008.

Subscribed and sworn before me this 16th
Day of December, 2008
Notary Public: Cheryl Chrzanowski
My commission expires: 3/19/2012

Universal Piping, Inc
By: [Signature]
Its: Vice President

Notary Stamp

CHERYL ANN CHRZANOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 19, 2012
ACTING IN COUNTY OF Oakland

CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
NRS 108 SEC 26, 4 (a)

Property Name: Fontainebleau Las Vegas-Garage #10300
Property Location: 2755 Las Vegas Blvd, Las Vegas, NV
Undersigned's Customer: Turnberry West Construction, Inc.
Invoice/Payment Application Number: 2
Payment/Amount: \$10,105.27
Payment Period: 31-Dec-08

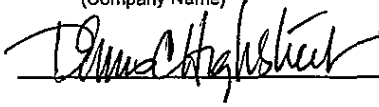
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice 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:

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Dated: 11-Dec-08

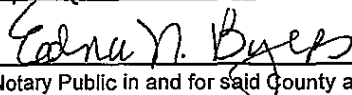
WACO Scaffolding & Equipment, Inc.

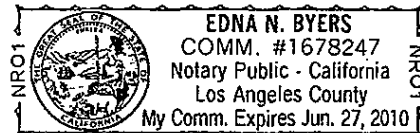
(Company Name)

By: 
Its: Branch Manager

Subscribed and sworn to me this 11th day of

Dec., 2008


Notary Public in and for said County and State



RECEIVED
DEC 15 2008
TURNBERRY WEST
CONSTRUCTION

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 11 Fireproofing**

Payment Amount: \$ **1,096.124.00**

Payment Period: **thru 11/30/08**

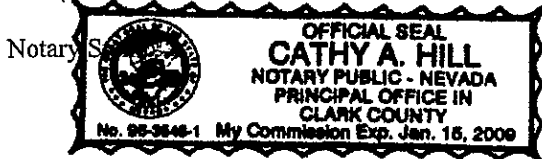
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December
Notary Public: Cathy A Hill
My commission expires: 1-15-2009



Adherholt Specialty Company

Print Name: Cherry Adherholt
By: [Signature]
Its: President

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 9**

Payment Amount: **\$ 74,824.00**

Payment Period: **thru 11/30/08**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December 2008
Notary Public: Melissa Nicoletti
My commission expires: 7/27/2012

Notary Stamp

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

American Crane & Hoist Erector

By: [Signature]
Its: Project Manager

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 4**

Payment Amount: **\$ 2005.90**

Payment Period: **10/30/08**

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:

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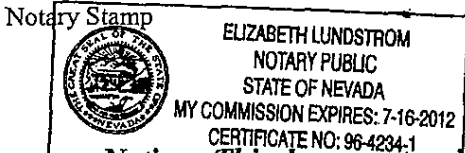
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Elizabeth Lundstrom
My commission expires: 7-16-2012

Clark County Fence

By: Randy L. Erickson
Its: owner / partner



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.

370000

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 21**

Payment Amount: **\$ 1,928.135.00**

Payment Period: **thru 11/30/08**

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.

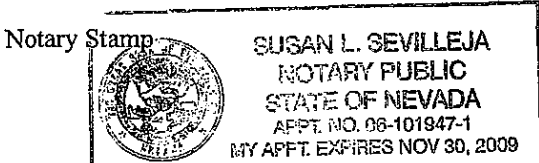
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Colasanti Speciality Svcs

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: [Signature]
My commission expires: November 30, 2009

Print Name Patricia Prescott
By: [Signature]
Its: Project Manager



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 6**

Payment Amount: **\$ 86,843.10**

Payment Period: **thru 11/30/08**

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:

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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 and equipment that are the subject of this waiver and release.

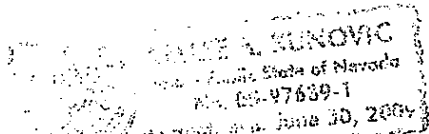
Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Kelle Atunori
My commission expires: 6/30/09

Commerical Roofers

Print Name Denato Gonzalez
By: [Signature]
Its: Vice President

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 19**

Payment Amount: \$ **3,772.564.65**

Payment Period: **thru 11/30/08**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Conti Electric Inc

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Print Name _____

By: _____

Its: _____

Notary Stamp

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 9**

Payment Amount: **\$ 646,844.00**

Payment Period: **thru 11/30/08**

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:

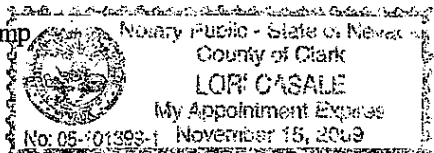
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: Lori Casale
My commission expires: 11/15/19

Notary Stamp



D'Alessio Contracting Inc
Print Name Karli Hogue
By: Karli Hogue
Its: Project Administrator

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage PA 20

Payment Amount: \$ 1,333,600.00

Payment Period: thru 11/30/08

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:

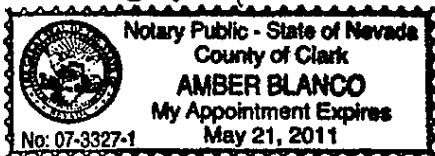
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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are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

Dated this 30 day of December, 2008.

Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

Notary Stamp



Desert Fire Protection

Print Name LINDA DUFF
By: Linda Duff
Its: ASST. SECRETARY

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage Hydronics PA 16**

Payment Amount: **\$ 913,825.00**

Payment Period: **thru 11/11/08**

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:

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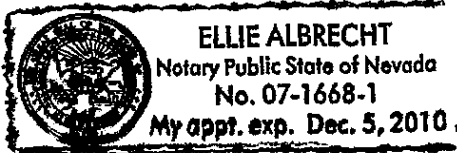
Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

Desert Plumbing & Heating

Print Name Gray Foster
By: [Signature]
Its: Contractor

Notary Stamp



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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 20**

Payment Amount: \$ **1,124,075.00**

Payment Period: **thru 11/11/08**

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:

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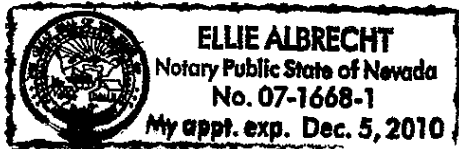
Dated this 30th day of December, 2008.

Desert Plumbing & Heating

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec-5, 2010

Print Name SINNY FOSTER
By: [Signature]
Its: Controller

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA #5**

Payment Amount: **\$ 128,827.31**

Payment Period: **thru 11/30/08**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

EUGENIO PAINTING CO

Subscribed and sworn before me this 31st
Day of December, 2008.
Notary Public: *S.M. Pomeroy*
My commission expires: _____

Print Name: Michael Eugenio
By: *Michael Eugenio*

Notary Stamp

S.M. Pomeroy
Notary Public
Macomb County, MI
My Comm. Exp. 07-16-2012

Its: President

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 11**

Payment Amount: **\$ 12,887.23**

Payment Period: **thru 11/30/08**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Fisk Electric

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____
Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 5 (Doors)**

Payment Amount: \$ **106,987.57**

Payment Period: **thru 11/30/08**

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:

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Handwritten signature: ENRIQUE ROSA

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Gallaher-Kaiser Corporation

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 17**

Payment Amount: \$ **3,940,451.57**

Payment Period: **thru 11/30/08**

The undersigned has been paid and has received a progress payment of the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to this 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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Gallaher-Kaiser Corporation

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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.

check NOT PAID

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 8**

Payment Amount: **\$ 1,112,561.00**

Payment Period: **thru 11/30/08**

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.

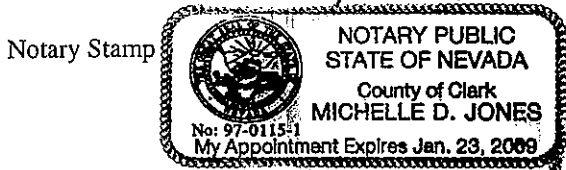
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

George Raymond Co.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Michelle D. Jones
My commission expires: 1/23/09

Print Name Kim Lorcht Kim Lorcht
By: [Signature]
Its: VP



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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 17**

Payment Amount: \$ **445,355.00**

Payment Period: **thru 11/30/08**

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 of 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Johnson Controls Inc

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 2**

Payment Amount: **\$ 364,320.00**

Payment Period: **thru 11/30/08**

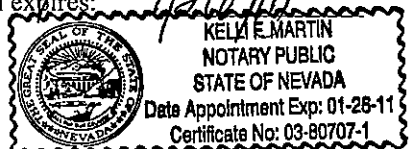
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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:

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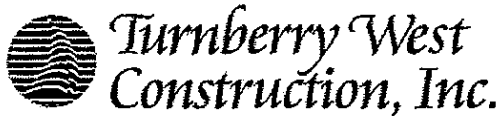
Dated this _____ day of _____, _____.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: [Signature]

Notary Stamp


L&P INTERIORS
Print Name Kevin Goldner
By: [Signature]
Its: Project Manager

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.



UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

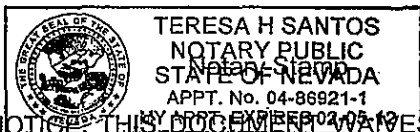
Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, Inc.
Invoice/Payment Application Number: 5
Payment Amount: \$1,045,643.89
Payment Period: 11/30/2008

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 similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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DATED: 12/30/2008

Subscribed and sworn before me this 30 Day of December, 2008 Midwest Drywall Co., Inc. (Company Name)
Notary Public: [Signature] By: [Signature]
My commission expires: 2-5-2012
Print Name: JOSE "PITO" VALENZUELA
Title: PROJECT MANAGER



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 6**

Payment Amount: **\$ 464,693.00**

Payment Period: **thru 11/30/08**

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.

Handwritten signature: "check not pay"

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

ModernFold of Nevada

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 24**

Payment Amount: **\$ 31,938.26**

Payment Period: **11/30/08**

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 right under any similar ordinance, rule or statute related to payment rights that the undersigned has on the above described Property to the following extent:

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Check Not Paid

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Pacific Coast Steel

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage 058001 PA 4 Expansion Control**

Payment Amount: \$ **636,159.00**

Payment Period: **thru 11/30/08**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Ram Construction Svcs of Michigan

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Print Name _____
By: _____
Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 4 Traffic Coating**

Payment Amount: **\$ 45,305.00**

Payment Period: **11/30/08**

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:

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Handwritten signature: [Signature]

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Ram Construction Svcs of Michigan

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

Print Name _____

By: _____

Its: _____

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 18**

Payment Amount: **\$ 121,930.00**

Payment Period: **thru 11/26/08**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this 3rd
Day of December
Notary Public: Melissa Nicoletti
My commission expires: 7/27/2012

Notary Stamp

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

Republic Crane Service

By: [Signature]
Its: Project Manager

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 17**

Payment Amount: \$ **45,414.00**

Payment Period: **11/30/08**

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:

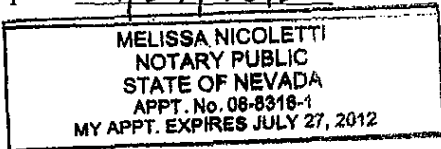
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December 2008
Notary Public: [Signature]
My commission expires: 7/27/2012

Notary Stamp



Republic Tower & Hoist

By: [Signature]
Its: People Manager

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 15**

Payment Amount: \$ **94,977.00**

Payment Period: **thru 11/30/08**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Safe Electronics

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

Print Name _____

By: _____

Its: _____

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 19**

Payment Amount: **\$ 3990.00**

Payment Period: **11/30/08**

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:

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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, mechanics and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Southern Nevada Paving

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Print Name _____

By: _____

Its: _____

Notary Stamp

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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Parking Garage PA 15**

Payment Amount: **\$ 589,805.00**

Payment Period: **thru 11/30/08**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

ThyssenKrupp Elevator

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Toni Monticelli
My commission expires: _____

Print Ron Harrell
By: *Ron Harrell*
Its: District Manager

Notary Stamp



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**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #24-Garage/CC/CP, Job #10300**

Payment Amount: **\$23,838,636.16** ✓

Payment Period: **1-30th November, 2008**

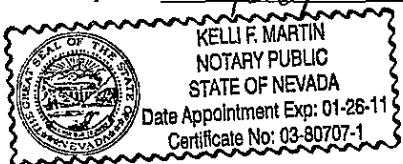
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The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material, men and suppliers for all work, materials and equipment that are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

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.
By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Parking Garage 156401 PA 15

Payment Amount: \$ 200144.45

Payment Period: thru 11/30/08

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 and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Cheryl Chrzanowski
My commission expires: 3/19/2012

Notary Stamp

CHERYL ANN CHRZANOWSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 19, 2012
ACTING IN COUNTY OF Oakland

Universal Piping Inc

Print Name Daniel Lifford
By: [Signature]
Its: Vice President

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.

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Convention Center/Parking Garage

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: 6-13-29P

Payment Amount: \$2,253,245.00

Payment Period: November 30, 2008

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 and equipment that are the subject of this waiver and release.

Dated this 29th day of December, 2008.

W & W Steel, LLC

Subscribed and sworn before me this 29th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 6/24/10

By: [Signature]

Its: Sr. VP, Credit Manager

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **PARKING GARAGE PA 1**

Payment Amount: \$ **68,328.90**

Payment Period: **thru 11/30/08**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

WACO SCAFFOLDING

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

Print Name _____

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 PROGRESS PAYMENT

Property Name: FONTAINEBLEAU LAS VEGAS, LLC ,FONTAINEBLEAU LAS VEGAS II,LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: TRAILER COMPOUND INV # THIRTEEN (13)
 Contract Number: 400DES015002
 Payment Amount: \$ 724.00
 Payment Period: December 11, 2008

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 the 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 supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: 12/18/08

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

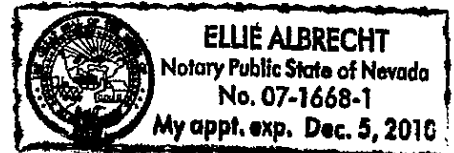
By: 
CINDY FOSTER
Its: Controller

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Site Dewatering- 10100
Property Location: 2845 S. Las Vegas Blvd., Las Vegas, NV 89119
Undersigned's Customer: Turnberry West Construction
Invoice / Payment Application #: 53615 #18
Payment Amount: \$ 14,290.51
Payment Period: December 2008

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:

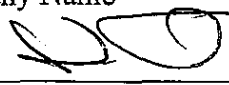
This release covers a progress payment for the work, materials or equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 subject of this waiver and release.

Date: 12/18/08

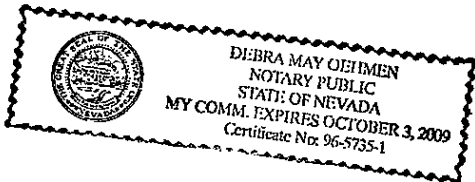
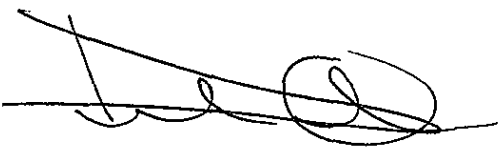
FISK TECHNOLOGIES

Company Name

By: _____



Its: John Seli, Division Controller

[Execution Copy]

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #25, General Conditions, Job #10400**

Payment Amount: **\$2,503,096.19** ✓

Payment Period: **1-31, December 2008**

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:

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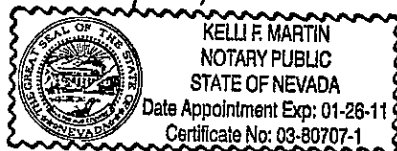
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 31st day of December, 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/24/11

TURNBERRY WEST CONSTRUCTION, INC.
By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

Notary Stamp



**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Trailer Compound PA 12**

Payment Amount: \$ **2625.00**

Payment Period: **thru 11/11/08**

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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Desert Plumbing & Heating

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: Dec. 5, 2010

By: [Signature]
Its: CONTROLLER / CINA FOSTER

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **GC017501 PA 17 Temp Power**

Payment Amount: \$ **18,290.86**

Payment Period: **thru 11/30/08**

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 of 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Fisk Electric

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

By: _____

Its: _____

Notary Stamp

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #24, General Conditions Job #10400**

Payment Amount: **\$ 3,084,378.63** ✓

Payment Period: **1-30 November, 2008**

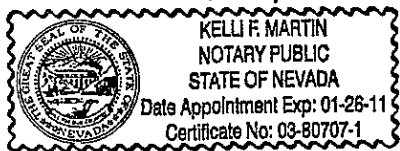
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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:

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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.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Robert W. Oehri
Its: Project Controller

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 PROGRESS PAYMENT
NRS 108 SEC 26, 4(a)**

Property/Owner Name: Turnberry West Construction, Inc.

Property Location: Fontainebleau

Undersigned's Customer: Asanté Builders

Invoice/Payment Application Number: 8

Payment Amount: \$7,465.26

Payment Period: November-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 draw, 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, material men and supplies for all work, materials or equipment that are the subject of this waiver and release.

Dated: 12/24/08

Asanté Builders
(Company Name)

By: 

Its: MANAGER
(Name and Title)

CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau PODIUM P.O. # 400ACH014002
IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$8,500 and covers work through 12/31/2008 . This release is contingent upon receipt of \$8,500 , but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me this 11th day of December 2008
Notary Public: Melissa Nicoletti
My Commission Expires: 7/27/2012
[Signature]
Company American Crane & Hoist Erectors, LLC
Signature Anthony Jackson
Date 12/11/2008
By _____

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
MY APPT. EXPIRES JULY 27, 2012

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: FONTAINEBLEAU PODIUM
Property Location: LAS VEGAS, NEVADA
Undersigned's Customer: TURNBERRY WEST CONSTRUCTION
Invoice/Payment Application Number: 26175 / 2
Payment Amount: \$1,775,835.00

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 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: DECEMBER 12, 2008.

BOMBARD ELECTRIC LLC

By: 
Its: PRESIDENT

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **INV#907/PAY APP# 19-PODIUM**

Payment Amount: **\$ 2,227,444.00**

Payment Period: **12/31/08**

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 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:

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Dated this 17th day of December, 2008

Subscribed and sworn before me this 17th
Day of SEPTEMBER, 2008
Notary Public: Denise K. Weishaup
My commission expires: 8/27/2013

COLASANTI SPECIALTY SERVICES, INC.

By: Donald W. Kosnik

Donald W. Kosnik, Vice President

Notary Stamp
DENISE K. WEISHAUP
Notary Public, Macomb County, MI
My Commission Expires August 27, 2013



Turnberry West Construction, Inc.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC - Podium 10500

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction

Invoice/Payment Application Number: 18

Payment Amount: \$1,121,458.15

Payment Period: Through 12-15-08

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:

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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 and equipment that are the subject of this waiver and release.

DATED: 12-18-08

Subscribed and sworn before me this: 18 Day of Dec., 2008 Conti Electric, Inc. (07-024)
(Company Name)

Notary Public: [Signature] By: M.E. Browder
My commission expires: _____

Print Name: M.E. Browder

Title: Controller



Denise Marzetti
Notary Public, Lopez Co., NJ
Acting in the Co. of Marzetti
My Commission expires 07/17/2011
Notary Stamp

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **FB-0003-16**

Payment Amount: **\$ 524,755.00**

Payment Period: **12/31/08**

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 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:

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Dated this 17th day of December, 2008.

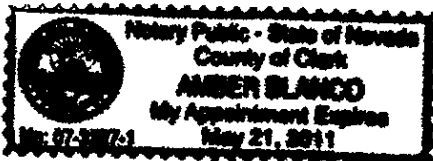
Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

DESERT FIRE PROTECTION, L.P.

By: Linda Duff

Its: Assistant Secretary

Notary Stamp



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

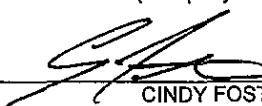
Property Name: FONTAINEBLEAU LAS VEGAS, LLC & FONTAINEBLEAU LAS VEGAS II, LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Contract Number: 500DES154001
 Invoice/Payment Application Number: PODIUM INV # TWENTY-ONE (21)
 Payment Amount: \$ 1,181,435.00
 Payment Period: December 11, 2008

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 the 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 supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: December 18, 2008

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

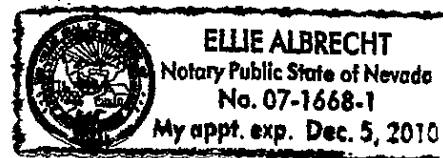
By: 
CINDY FOSTER
Its: Controller

State of NEVADA)
County of CLARK) ss.

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18TH day of December, 2008


NOTARY PUBLIC, in and for said County and State.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: 4

Payment Amount: \$ 29,935.⁰⁰

Payment Period: December 2008

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:

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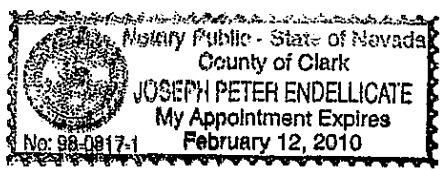
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 9th day of Dec, 2008.

Subscribed and sworn before me this 9th
Day of Dec, 2008
Notary Public: Joseph Peter Endellicate
My commission expires: Feb 12, 2010

Door & Hardware Management Inc.
By: [Signature]
Its: [Signature]

Notary Stamp





F. RODGERS[™]
INSULATION & SPECIALTY CONTRACTOR

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Podium

Property Location: 2755 Las Vegas Blvd.

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 15521039609 Thru 12/31/08

Payment Amount: \$ 58,883.32

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:

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Dated: 12/18/08

F. Rodgers Corporation
(Company Name)



By: *Deanna Boh*
Its: Deanna Boh, Contract Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 18th day of December, 2008.

By: *Marie Hernandez*
My commission expires: 11-9-10



F. RODGERS Corp.
INSULATION & SPECIALTY CONTRACTOR

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainbleau Spa

Property Location: 2755 Las Vegas Blvd S.

Undersigned's Customer: Turnberry West Construction, Inc

Invoice/Payment Application Number: 15581013607

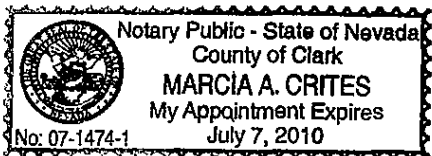
Payment Amount: \$ 135,056.49

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:

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Dated: December 17, 2008

F. Rodgers Corporation
(Company Name)



By: *Marie Hernandez*
Marie Hernandez

Its: Contract Administrator

State of Nevada
County of Clark

This instrument was acknowledged before me on this 17th day of December, 2008.

By: *Marcia A. Crites*
My commission expires: 7/7/10

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Podium
Property Location: 2845 S. Las Vegas Blvd., Las Vegas, NV 89119
Undersigned's Customer: Turnberry West
Invoice / Payment Application #: 53616/53617 #17
Payment Amount: \$ 39,807.00
Payment Period: December 2008

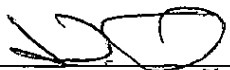
Upon receipt by the undersigned of a check in the above referenced Payment Amount payable to the undersigned, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release and the undersigned shall be deemed to waive any notice 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:

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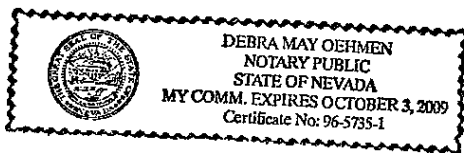
Date: 12/18/08

FISK TECHNOLOGIES

Company Name

By: 

Its: John Seli - Division Controller





[Execution Copy]



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC
Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, LLC
Invoice/Payment Application Number: Invoice 2411 / Application # 18 07-005MSFB Podium
Payment Amount: \$2,223,608.60
Payment Period: December 31, 2008

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:

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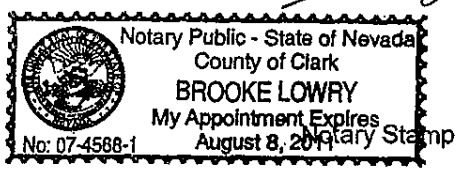
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

DATED: 12/17/08

Subscribed and sworn before me this: 17th Day of December, 2008 Gallagher-Kaiser Corporation (Company Name)

Notary Public: [Signature] My commission expires: August 8, 2011 By: [Signature] Print Name: Harold Lindenbaum

Title: Project Director



Turnberry West Construction, Inc. 2755 Las Vegas Blvd. S. Las Vegas, NV 89109 (702) 495-7360 FAX (702) 495-7366

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: #14

Payment Amount: **\$ 407,745.00**

Payment Period: **12/18/2008**

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:

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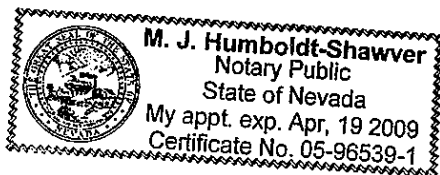
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, material men and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

Dated this 19th day of December, 2008

Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public: M. J. Humboldt-Shawver
My commission expires: 04/19/2009

Giroux Glass, Inc.
By: [Signature]
Stephanie Lamb

Its: General Manager/Partner



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV 500GEO92501**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: 6351-10

Payment Amount: **\$ 1,134,546.00**

Payment Period: November 30th, 2008

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:

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Dated this 19th day of December 2008.

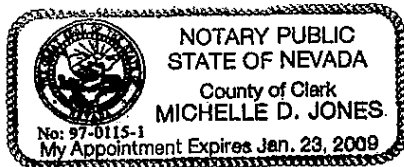
Subscribed and sworn before me this 19
Day of December, 2008
Notary Public: Michelle D. Jones
My commission expires: 1/23/09

George M. Raymond Co.

By: [Signature]

Its: PRESIDENT.

Notary Stamp



ORIGINAL

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. South and 2845 Las Vegas Blvd. South

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 4414-031INV

Project and Contract No. Fontainebleau Resorts Las Vegas

Payment Amount: \$ 27,933.22

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:

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

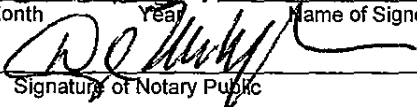
DATED: 12/19/08



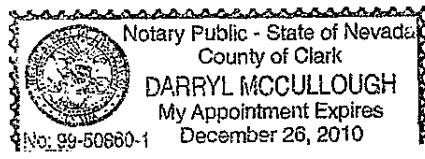
ITAL STONE, INC.
By: DIANA DEMARIA-VENTRE
Its: CHIEF FINANCIAL OFFICER

State of Nevada
County of Clark

Subscribed and sworn to before me this 19 day of
Dec 2008 by Diana De Maria - Ventre
Month Year Name of Signer



Signature of Notary Public





PODIUM (10-500)
CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
JCI PROJECT NUMBER: 7PA4-0004

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South, Las Vegas, NV

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: 19

Payment Amount: \$ 1,867,738.00

Payment Period: December 31, 2008

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:

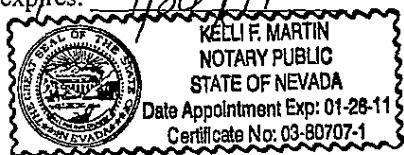
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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 that are not paid.

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Dated this ___ day of December, 2008

Subscribed and sworn before me this 22nd
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 01-28-11

Notary Stamp



Johnson Controls, Inc.
By: [Signature]

Printed: Luis S. Marmola

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
NRS 108 SEC 26, 4(a)**

Property Name: Fontainebleau Podium Interior

Property Location: 2755 Las Vegas Blvd. Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Constuction, Inc.

Invoice/Payment Application Number: 1R

Payment Amount: \$494,575.00

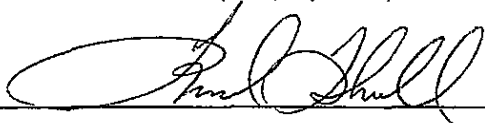
Payment Period: December 31, 2008

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 draw, this document becomes effective to release and the undersigned shall be deemed to waive any notice o 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:

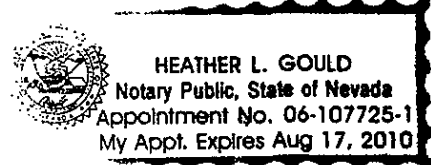
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Dated: December 19, 2008

Keenan, Hopkins, Suder & Stowell Contractors, Inc.
(Company Name)

By: 

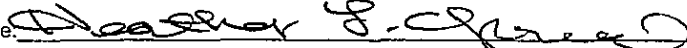
Its: Fred Thull - Controller
(Name and Title)



State of: Nevada County of: Clark

Subscribed and sworn to before me this 19th day of December, 2008
by Fred Thull personally known to me or proved to me on the basis

of satisfactory evidence to be the person(s) who appeared before me.

Notary Signature: 

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT
NRS 108 SEC 26, 4(a)**

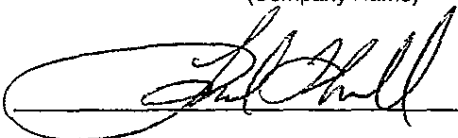
Property Name: Fontainebleau Podium Exterior
Property Location: 2755 Las Vegas Blvd. Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Constuction, Inc.
Invoice/Payment Application Number: 12
Payment Amount: \$759,089.00
Payment Period: December 31, 2008

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 draw, this document becomes effective to release and the undersigned shall be deemed to waive any notice o 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:

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Dated: December 19, 2008

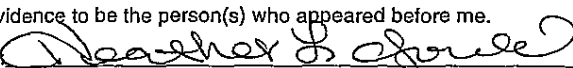
Keenan, Hopkins, Suder & Stowell Contractors, Inc.
(Company Name)

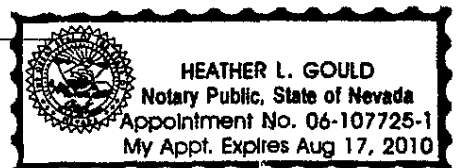
By: 

Its: Fred Thull - Controller
(Name and Title)

State of: Nevada County of: Clark

Subscribed and sworn to before me this 19th day of December, 2008
by Fred Thull personally known to me or proved to me on the basis

of satisfactory evidence to be the person(s) who appeared before me.
Notary Signature 



CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Resorts & Casino -- Podium

Property Location: Las Vegas Blvd & Riviera Drive

Undersigned's Customer: Turnberry West Construction, Inc.


Invoice/Payment Application Number: 3210 Payment Application #11

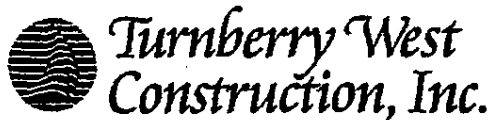
Payment Amount: \$ 255,111.86

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:

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Dated: December 18, 2008 LVI Environmental of Nevada, Inc.
(Company Name)

By: , Joe Catania
Its: President



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: I-4663

Payment Amount: \$ 205,604.00

Payment Period: Through 12/31/2008

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:

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DATED: 12/15/2008

Subscribed and sworn before me this: 15TH Day of DECEMBER, 2008

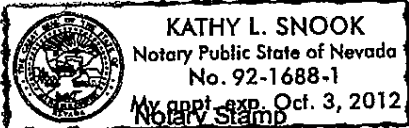
MARNELL MASONRY (Company Name)

Notary Public: Kathy L. Snook My commission expires: [Signature]

By: [Signature]

Print Name: GEORGE MARNELL

Title: PRESIDENT



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC
Fontainebleau Podium**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **Invoice #107234 App. #19**

Payment Amount: **\$97,048.41**

Payment Period: **Thru December 31, 2008**

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 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.

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 and equipment that are the subject of this waiver and release.

Dated this 11th day of December, 2008.

Subscribed and sworn before me this 11th
Day of December, 2008
Notary Public: Heather L. Potter
My commission expires: Oct 31, 2012

Pacific Coast Steel
By: [Signature]
Its: acct

Notary Stamp





Turnberry West Construction, Inc.

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S., Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice/Payment Application Number: 01

Payment Amount: \$ 133,110

Payment Period: Through 12/31/2008

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:

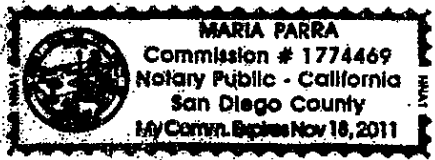
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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.

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 and equipment that are the subject of this waiver and release.

DATED: 12/22/2008

State of California, County of San Diego
Subscribed and sworn to (or affirmed) before me on this 22 day
of December, 2008 by Sonia Cleveland
personally known to me or proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.
Signature of Notary Maria Parra

Quality Cabinet & Fixture Company
(Company Name)
By: [Signature]
Print Name: Sonia Cleveland
Title: Contract Administrator



Turnberry West Construction, Inc.
2755 Las Vegas Blvd. S.
Las Vegas, NV 89109
(702) 495-7360 FAX (702) 495-7366



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Resort
Property Location:
Undersigned's Customer: TurnBerry West Construction
Invoice/Payment Application Number: 27050-6002 16.00
Payment Amount: \$294,163.40
Payment Period: December-08

Upon receipt by the undersigned of a check in the above referenced Payment Amount, payment 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 referenced 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.

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 and equipment that are the subject of this waiver and release.

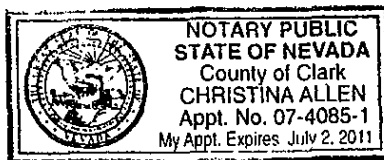
Dated: December 9, 2008

Reliable Steel, Inc.
By: Timothy L. Puetz
Its: President

State of Nevada }
County of Clark }

This instrument was acknowledged before me on the 9th day of December, 2008 by Timothy Puetz as an officer of Reliable Steel, Inc.

Signature of notarial officer





CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at

Fontainebleau PODIUM

P.O. # 400RTH014002

IN THE CITY OF Las Vegas AND COUNTY OF Clark AND STATE OF Nevada

This release is in the amount of \$114,048 and covers work through 12/31/2008. This release is contingent upon receipt of \$114,048, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me this 1st day of December 2008

Republic Towers & Hoist, LLC

Company

Notary Public: *Melissa Nicoletti*
My Commission Expires: 7/27/2012

Signature

Anthony Jackson

12/11/2008

Date

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012



CONDITIONAL LIEN WAIVER

FOR A VALUABLE CONSIDERATION the undersigned hereby releases unto the owner or owners of the hereinafter described property, and to the heirs, executors, administrators or assigns of such owner or owners all rights of the undersigned to claim a mechanics lien for labor, services, machinery, tools, equipment, or materials heretofore furnished for the construction, alteration, improvement, addition to or repair of the structure or improvement at:

Fountainbleau PODIUM

P.O. # 400RCS014002

IN THE CITY OF

Las Vegas

AND COUNTY OF

Clark

AND STATE OF

Nevada

This release is in the amount of \$128,971 and covers work through 12/31/2008. This release is contingent upon receipt of \$128,971, but does not release the right to claim a lien for unpaid retainage or extra work in progress but not yet billed.

Subscribed and sworn to before me this 11th day

of December 2008

Notary Public: *Melissa Nicoletti*

My Commission Expires: 7/27/2012

Republic Crane Services, LLC

Company

Signature

Anthony Jackson

By

12/11/2008

Date

MELISSA NICOLETTI
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 08-8316-1
MY APPT. EXPIRES JULY 27, 2012

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fountainebleau - Podium

Property Location: 2775 Las Vegas Boulevard South; Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction, Inc

Invoice/Payment Application Number: 8050

Payment Amount: \$40,506.00

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 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: December 18th, 2008

SAFE Electronics, Inc.
(Company Name)



By: Leslie Foster
Its: Comptroller

SAFE Job #3804

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **17**

Payment Amount: **121,744.00**

Payment Period: **12/31/08**

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 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.

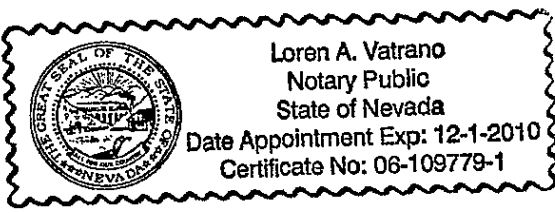
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 17th day of December, 2008

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Loren A. Vatrano
My commission expires: 12-1-2010

Southern Nevada Paving
By: [Signature]
Its: Contract Billing Specialist

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas LLC & Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **17**

Payment Amount: **121,744.00**

Payment Period: **12/31/08**

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 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.

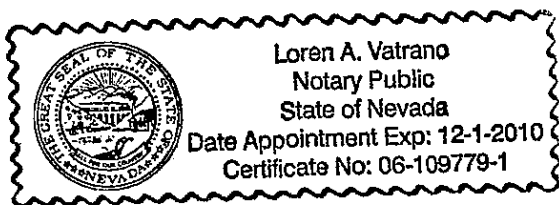
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 17th day of December, 2008.

Subscribed and sworn before me this 17th
Day of December, 2008
Notary Public: Loren A. Vatrano
My commission expires: 12-1-2010

Southern Nevada Paving
By: [Signature]
Its: Contract Billing Specialist

Notary Stamp



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebeau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd. S. Las Vegas, NV 89109

Undersigned's Customer: Turnberry West Construction

Invoice/Payment Application Number: 16

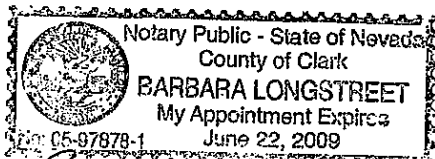
Payment Amount: \$107,547.78

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: December 15, 2008 TECHNICOAT MANAGEMENT, INC.
(Company Name)

By: *Cristina Park*
Its: Cristina Park-Accounting



Barbara Longstreet
12/15/08

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC-Podium**

Property Location: **2755 Las Vegas Blvd. South**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **914073 / APP # 12**

Payment Amount: **\$821,294** ✓

Payment Period: **12/01/2008-12/31/2008**

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 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.

Before any recipient of this document relies on it, he should verify evidence of payment of 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 and equipment that are the subject of this waiver and release.

Dated this 11th day of December, 2008.

Subscribed and sworn before me this 11

ThyssenKrupp Elevator

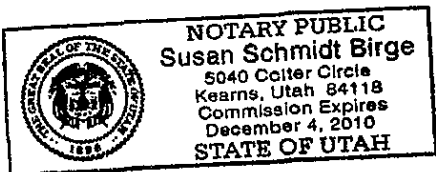
Day of December, 2008

Notary Public: Susan Schmidt Birge By: Laurie Edsberg

My commission expires: 12-4-2010

Its: Laurie Edsberg- Regional Billing Analyst

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau
Property Location: 2827 Paradise Rd, Las Vegas, NV 89109
Undersigned's Customer: Turnberry West Construction, Inc.
Invoice/Payment Application Number: 015
Payment Amount: \$1,058,265.34
Payment Period: Through December 20, 2008

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 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.

Before any recipient of this document relies on it, he should verify evidence of payment of the Undersigned. The Undersigned warrants that he either has already paid or will use money he receives from this progress 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 this 18th day of December , 20 08

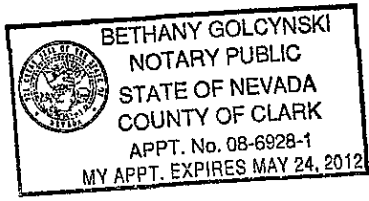
TRACY & RYDER LANDSCAPE, INC.

Name: PETER ARNET

Signed: [Signature]
Peter Arnet

Title: Senior Project Manager

Subscribed and sworn to me this 17th day of December , 2008.



Bethany Golcynski
Notary Public in and for said County and State

**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **Podium, 2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC**

Invoice / Payment Application Number: **Pay App #25 Podium, Job #10500**

Payment Amount: **\$ 22,392,797.63**

Payment Period: **1-31 December 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 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.

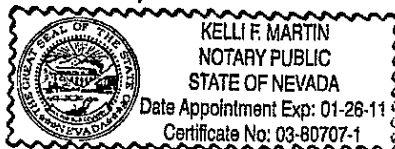
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 31st day of December 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11

TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Robert Oehrli
Its: Project Controller

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South, Las Vegas, NV**

Undersigned's Customer: **Turnberry West Construction, INC**

Invoice / Payment Application Number: **7**

Payment Amount: **\$ 209,179.80**

Payment Period: **12/31/08**

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 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.

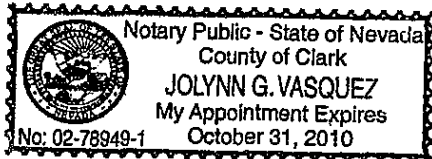
Before any recipient of this document relies on it, he should verify evidence of payment to the undersigned. The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and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

Dated this 18 day of December, 2008.

Subscribed and sworn before me this 18th
Day of Dec, 2008
Notary Public: Jolyann G. Vasquez
My commission expires: 10-31-2010

UNION ERECTORS, LLC
By: Cheta Hershey
Its: Manager

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
PODIUM**

Property Name: **Fontainebleau Podium-Owner: Fontainebleau Las Vegas, LLC,
Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Turnberry West Construction, Inc.**

Invoice / Payment Application Number: **6-15-22P-Revised**

Payment Amount: **\$ 2,509,983.00**

Payment Period: **December 31, 2008**

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 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 that are not paid or invoiced.

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 and equipment that are the subject of this waiver and release.

Dated this 19th day of December, 2008.

Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 6/24/10

W&W Steel, LLC

By: [Signature]
Terrell Driskill
Its: Sr. VP Credit Manager

Notary Stamp



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd S

Undersigned's Customer: Turnberry West Construction, Inc.

Invoice / Payment Application Number: Application #7

Payment Amount: \$ 69,670.82

Payment Period: Through December 31st, 2008

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 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.

Before any recipient of this document relies on it, he should verify evidence of payment of 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 and equipment that are the subject of this waiver and release.

Dated this 19th day of December, 2008.

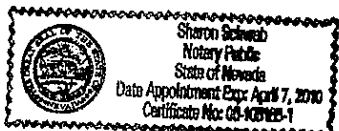
Subscribed and sworn before me this 19th
Day of December, 2008
Notary Public: Sharon Schwab

My commission expires: April 7, 2010

Notary Stamp

Water FX, LLC.
(COMPANY NAME)

By: Ashlee Schwartz
Title: Controller



**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 47**

Payment Amount: \$ **7,206.88**

Payment Period: **11 /30 /2008**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Asante Builders

Subscribed and sworn before me this _____

Day of _____,

Notary Public: _____

My commission expires: _____

Notary Stamp

By: _____

Its: _____

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium Pay App #1**

Payment Amount: \$ **821,177.00**

Payment Period: **thru 11/30/08**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Bombard Electric

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

By: _____

Its: _____

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 18

Payment Amount: \$ 1,895,565.00

Payment Period: thru 11 / 30 / 2008

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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Colasanti Specialty Services, Inc

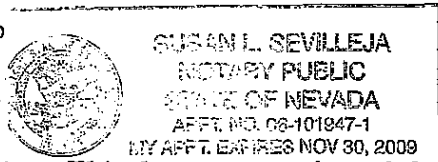
Subscribed and sworn before me this 30
Day of December, 2008
Notary Public: [Signature]
My commission expires: November 30, 2009

By: [Signature]

Its: Project Manager

Print Name: Patricia Prescott

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA 17**

Payment Amount: \$ **2,338,483.21**

Payment Period: **thru 11/30/2008**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Conti Electric, Inc

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 15**

Payment Amount: \$ **931,813.00**

Payment Period: **thru 11 / 30 / 2008**

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:

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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 and equipment that are the subject of this waiver and release.

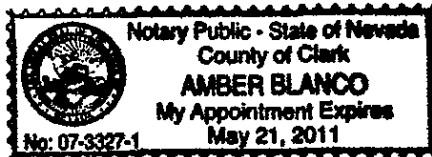
Dated this 30 day of December, 2008.

Desert Fire Protection, Inc

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Amber Blanco
My commission expires: 5/21/2011

By: Linda Duff
Its: ASSIST. SECRETARY
Print Name: LINDA DUFF

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA 16**

Payment Amount: \$ **437,897.00**

Payment Period: **thru 11 / 11 / 2008**

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:

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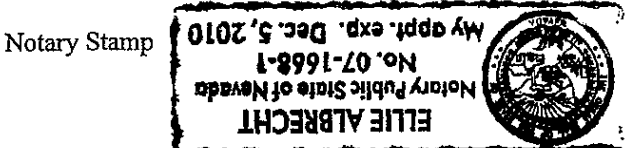
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Desert Plumbing & Heating Co, Inc

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5 2010

By: [Signature]
Its: CONTROLLER



Print Name: CINCY FOSTER

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 20

Payment Amount: \$ 1,356,901.00

Payment Period: thru 11 / 11 / 2008

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:

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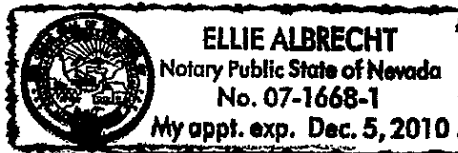
Dated this 30th day of December, 2008.

Desert Plumbing & Heating Co, Inc

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Ellie Albrecht
My commission expires: Dec. 5, 2010

By: [Signature]
Its: CONTROLLER

Notary Stamp



Print Name: CINCY FOSTER

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 8**

Payment Amount: **\$ 55,646.85**

Payment Period: **thru 11 / 30 / 2008**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Marie Hernandez
My commission expires: 11-9-10



F. Rodgers, Corp.

By: Marcia Crites

Its: Marcia Crites
Accounts Receivable Manager

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 6**

Payment Amount: **\$ 45,281.81**

Payment Period: **thru 11 / 30 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

F. Rodgers, Corp.

By: Marcia Crites

Its: Marcia Crites
Accounts Receivable Manager

Print Name: _____

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Marie Hernandez
My commission expires: 11-9-10



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South,**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 16**

Payment Amount: \$ **60,150.00**

Payment Period: **thru 11 / 30 / 2008**

The undersigned has been paid and has received 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Fisk Electric Co

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 17**

Payment Amount: \$ **2,246,337.82**

Payment Period: **thru 11 / 30 / 2008**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Gallagher-Kaiser Corp

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

Notary Stamp

By: _____

Its: _____

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 9**

Payment Amount: **\$ 1,377,294.00**

Payment Period: **thru 11 / 30 / 2008**

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:

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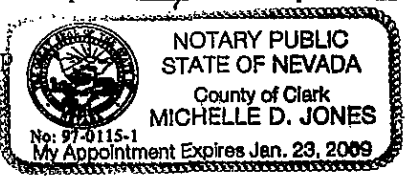
Dated this _____ day of _____, _____.

George M Raymond Company

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Michelle D. Jones
My commission expires: 1/23/09

By: [Signature] Kim Lorch
Its: Kim Lorch VB

Notary Stamp



Print Name: _____

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

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 13**

Payment Amount: **\$ 850,784.00**

Payment Period: **11 /30 /08**

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:

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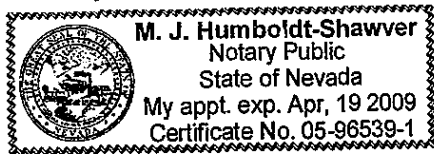
Dated this 31st day of December, 2008.

Giroux Glass, Inc.

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: M. J. Humboldt-Shawver
My commission expires: 4-19-2009

By: [Signature]
Its: General Manager/ Partner

Notary Stamp



Print Name: Stephanie Lamb

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 18**

Payment Amount: \$ **397,950.00**

Payment Period: **thru 11/30/2008**

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:

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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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Johnson Controls, Inc.

By: _____

Its: _____

Print Name: _____

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.

Handwritten: Paid up

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA #11**

Payment Amount: \$ **916,438.00**

Payment Period: **11 /30 /08**

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:

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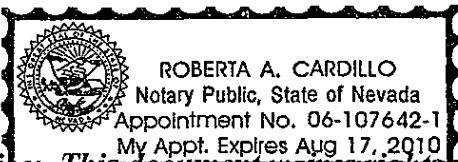
Dated this 31st day of December, 2008.

K H S & S Contractors, Inc

Subscribed and sworn before me this 31st
Day of December, 2008
Notary Public: Robert A. Cardillo
My commission expires: August 17, 2010

By: [Signature]
Its: Contractor
Print Name: Fred Thull

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 10**

Payment Amount: \$ **230,739.44**

Payment Period: **thru 11 / 30 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

LVI Environmental of Nevada

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA 23**

Payment Amount: **\$ 182,984.75**

Payment Period: **11/ 30/ 2008**

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, 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

Notary Stamp

Pacific Coast Steel

By: _____

Its: _____

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA 13**

Payment Amount: \$ **78,975.00**

Payment Period: **thru 11 / 25 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Republic Tower & Hoist, LLC

Subscribed and sworn before me this _____

Day of _____, _____

Notary Public: _____

My commission expires: _____

By: _____

Its: _____

Notary Stamp

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **15**

Payment Amount: **\$ 383056.47**

Payment Period: **thru 11/30/08**

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 and equipment that are the subject of this waiver and release.

Dated this 31 day of Dec, 08.

Reliable Steel

Subscribed and sworn before me this 31
Day of Dec, 2008
Notary Public: [Signature]
My commission expires: June 2-2011

By: [Signature: Jo Alice Larson]
Its: Admin Assistant



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 14**

Payment Amount: \$ **41,535.00**

Payment Period: **thru 11/30/2008**

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, 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 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Safe Electronics, Inc

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 1**

Payment Amount: **\$ 164,918.00**

Payment Period: **11/ 30/ 08**

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 in 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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Silver State Marble

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____
Its: _____

Notary Stamp

Print Name: _____

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.

Exhibit 1 Part 6

UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT

Property Name: Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC

Property Location: 2755 Las Vegas Blvd South

Undersigned's Customer: Turnberry West Construction, Inc

Invoice / Pay App Number: Podium PA # 16

Payment Amount: \$ 171,941.00

Payment Period: 11/30 / 2008

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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Southern Nevada Paving, Inc

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Michelle Miller
My commission expires: 9/6/09

By: Ginger Kerr
Its: Asst. Credit Mgr.
Print Name: Ginger Kerr

Notary Stamp



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 15**

Payment Amount: **\$ 49,636.00**

Payment Period: **11/30/08**

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.

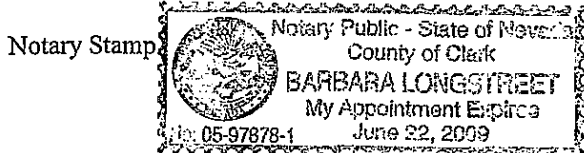
The undersigned warrants that he either has already paid or will use the money he receives from this progress payment promptly to pay in full all his laborers, subcontractors, materialmen and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Technicoat Management, Inc

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: [Signature]
My commission expires: 6/22/09

By: [Signature]
Its: Accounting
Print Name: Cristina Park



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 11**

Payment Amount: **\$ 1,919,100.00**

Payment Period: **thru 11 / 30 / 2008**

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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Toni Monticelli
My commission expires: _____

Notary Stamp



ThyssenKrupp Elevator

By: Ron Hamel

Its: District Manager

Print Name: Ron Hamel

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #24, Podium, Job #10500**

Payment Amount: **\$25,970,905.18** ✓

Payment Period: **1-30 November 2008**

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:

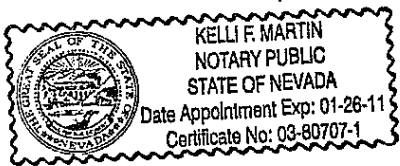
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11

TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Bob Oehrli
Its: Project Controller



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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 6**

Payment Amount: \$ **32,828.70**

Payment Period: **11 /30 /08**

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 and equipment that are the subject of this waiver and release.

Dated this _____ day of _____, _____.

Union Erectors, LLC

Subscribed and sworn before me this _____
Day of _____,
Notary Public: _____
My commission expires: _____

By: _____

Its: _____

Notary Stamp

Print Name: _____

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT
PODIUM**

Property Name: **Fontainebleau Podium**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **6-15-21P**

Payment Amount: **\$4,255,989.00**

Payment Period: **November 30, 2008**

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 and equipment that are the subject of this waiver and release.

Dated this 29th day of December, 2008.

Subscribed and sworn before me this 29th
Day of December, 2008
Notary Public [Signature]
My commission expires: 12/24/10

Notary Stamp



W & W Steel, LLC

By: [Signature]
Terrell Driskill
Its: Sr. VP, Credit Manager

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.

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd South**

Undersigned's Customer: **Turnberry West Construction, Inc**

Invoice / Pay App Number: **Podium PA # 6**

Payment Amount: \$ **177,481.49**

Payment Period: **11 /30 /08**

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 and equipment that are the subject of this waiver and release.

Dated this 30th day of December, 2008.

Water FX Custom Pools, Spas & Fountains

Subscribed and sworn before me this 30th
Day of December, 2008
Notary Public: Sharon Schwab
My commission expires: April 7, 2010

By: Natalie Schwartz

Its: Controller

Print Name: Natalie Schwartz

Notary Stamp



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 PROGRESS PAYMENT


Property Name: FONTAINEBLEAU LAS VEGAS, LLC, FONTAINEBLEAU LAS VEGAS II, LLC
 Property Location: 2755 LAS VEGAS BLVD. SOUTH, LAS VEGAS, NEVADA
 Undersigned's Customer: TURNBERRY WEST CONSTRUCTION, INC.
 Invoice/Payment Application Number: TRUCK WASH LINE SIX (6)
 Contract Number: 400DES015552
 Payment Amount: \$ 127.00
 Payment Period: December 11, 2008

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 the 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 supplier for all work, materials and equipment that are subject to this waiver and release.

Dated: 12/18/08

DESERT PLUMBING & HEATING CO., INC.
(Company Name)

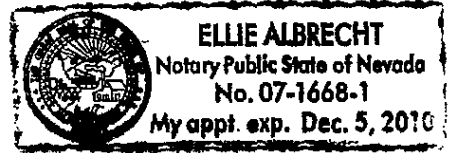
By: 
CINDY FOSTER
Its: CONTROLLER

State of NEVADA)
) ss.
County of CLARK)

The foregoing instrument was SUBSCRIBED AND SWORN TO before me by:

CINDY FOSTER
dated this 18th day of December, 2008


NOTARY PUBLIC, in and for said County and State.



**CONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #25, LEED, Job #10600**

Payment Amount: **\$240,714.29** ✓

Payment Period: **1-31 December, 2008**

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:

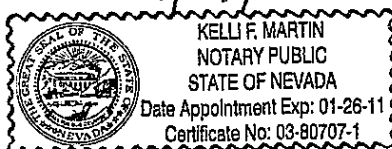
This release covers a progress payment for the work, materials and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the Payment Amount or such portion of the Payment Amount as 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.

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 and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public Kelli F. Martin
My commission expires: 1/26/11

TURNBERRY WEST CONSTRUCTION, INC.
By: [Signature]
Robert Oehrli
Its: Project Controller

Notary Stamp

KELLI F. MARTIN
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 01-26-11
Certificate No: 03-80707-1

**UNCONDITIONAL WAIVER AND RELEASE
UPON PROGRESS PAYMENT**

Property Name: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Property Location: **2755 Las Vegas Blvd. South, Las Vegas, Nevada**

Undersigned's Customer: **Fontainebleau Las Vegas, LLC and Fontainebleau Las Vegas II, LLC**

Invoice / Payment Application Number: **Pay App #24, LEED, Job #10600**

Payment Amount: **\$256,744.21** ✓

Payment Period: **1-30 November, 2008**

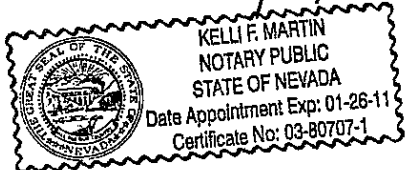
The undersigned has been paid and has received a progress payment in the above referenced Payment Amount for all work, materials and equipment the undersigned furnished to his Customer for the above described Property and does hereby waive and release any notice of lien, any private bond right, any claim 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, material, men and suppliers for all work, materials and equipment that are the subject of this waiver and release.

Dated this 31st day of December, 2008.

Subscribed and sworn before me this 31
Day of December, 2008
Notary Public: Kelli F. Martin
My commission expires: 1/26/11



TURNBERRY WEST CONSTRUCTION, INC.
By: Robert W. Oehrli
Robert W. Oehrli
Its: Project Controller

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.

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “H”



Waiver Log

Project: 10-200 Tower

Subcontractor	December Conditional Waiver Amount	November Unconditional Waiver Amount
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Aderholt Speciality Co.	4,991,311.00	5,381,864.00
American Crane & Hoist Erectors	38,875.00	NPU
AMI Hospitality (Architectural Materials)	1,232,091.56	1,456,971.31
Bombard Electric	8,795,868.00	10,620,598.50
Bombard Mechanical	2,398,958.00	NPU
Cadillac Stone Works	220,257.29	NB
Colasanti	NB	828,772.00
Collings Interiors	NB	NB
Conti Electric	NB	NB
Desert Fire Protection	731,713.00	554,629.00
Desert Plumbing & Heating	3,894,153.00	3,496,780.00
Door-Ko	60,625.70	122,946.09
Eberhard	106,676.00	133,438.00
F. Rodgers	516,857.06	459,006.77
Freeman's Carpet	50,597.00	NPU
Gallagher-Kaiser	449,599.00	NPU
Geo-Cell Solutions	97,431.77	90,862.45
Helou & Sons, Inc.	NB	NB
Henri Specialties Co	29,797.86	39,087.00
Insulpro	NB	12,736.06
Midwest Pro Painting	1,269,096.14	NPU
Miele, Inc.	NB	75,710.37
Pacific Coast Steel - Concrete Reinforcing	(719,976.60)	NA
Pacific Coast Steel - Steel Stairs-Structural	135,077.49	NPU
Paramount Management Enterprises	NB	48,942.90
Republic Crane Services	548,895.00	671,984.00
Republic Towers & Hoist	5,701.00	NPU
Silver State Marble	1,134,303.92	NPU
Southern Nevada Paving	27,509.40	NB
ThyssenKrupp Elevator	3,510,635.00	1,046,944.00
Turnberry West Construction	32,900,061.56	39,615,210.43
W&W Steel	314,606.00	NB
Z-Glass, Inc.	1,394,371.00	1,411,396.00
Zetian Systems	NB	4,293,136.00

Note 1

*NPU = Not Picked Up

*NB = Not Billed

Note 1: PCS check for \$127,543.53 voided due to overbilling status.

Waiver Log**Draw#25
12/31/2008****Project: 10300 Parking Garage/CC/CP**

Subcontractor	new	
	December Conditional Waiver Amount	November Unconditional Waiver Amount
Aderholt Specialty	149,791.00	1,096,124.00
American Crane & Hoist Erectors	NB	74,824.00
Clark County Fence	NB	2,005.90
Colasanti	470,844.00	1,928,135.00
Commercial Roofers	35,512.78	86,483.10
Conti Electric	2,984,652.01	NPU
D'Alessio	555,038.00	646,844.00
Desert Fire Protection	649,366.00	1,333,600.00
Desert Plumbing & Heating-Hydronics	910,158.00	913,825.00
Desert Plumbing & Heating-Plumbing	1,232,965.00	1,124,075.00
Eugenio Painting	189,765.83	128,827.31
Fibrwrap Construction	NB	NB
Fisk Technologies	4,239.58	NPU
Gallagher-Kaiser - HVAC, Mech	1,247,535.47	NPU
Gallagher-Kaiser - Metal Doors & Frames	85,099.72	NPU
George Raymond	1,078,631.00	1,112,561.00
Johnson Controls	197,714.00	NPU
L&P Interiors, LLC	NB	364,320.00
Marnell Masonry	NB	NB
Midwest Drywall	1,736,210.63	1,045,643.89
Modernfold	341,248.00	NPU
Morris-Shea	NB	NB
Pacific Coast Steel	34,582.50	NPU
RAM	254,637.00	NPU
RAM	NB	NPU
Republic Crane Service	90,657.00	121,930.00
Republic Towers & Hoist	41,212.00	45,414.00
SAFE Electronics	30,962.00	NPU
Southern Nevada Paving-Mass Escav	180,670.00	NPU
Technicoat	NB	NB
Thyssenkrupp Elevator	868,896.00	589,805.00
Turnberry West Construction	15,204,162.07	23,838,636.16
Universal Piping	406,585.34	200,144.45
W&W Steel	NB	2,253,245.00
Waco Scaffolding & Equipment	10,105.27	NPU

NB = Not Billed

NPU = Check not yet picked up

Waiver Log

Project: 10400 General Conditions

Subcontractor	Dec Conditional Waiver Amount	Nov Unconditional Waiver Amount	Oct Unconditional Waiver Amount	Prior Unconditional Waiver Amount
Desert Plumbing & Heating-Trailer Cmpd	\$724.00	\$2,625.00		
Desert Plumbing & Heating-W-N-Wild	NB			
Fisk Technologies	\$14,290.51	NPU		
George Raymond	NB			
Reliable Steel	NB			
Southern Nevada Paving	NB			
Turnberry West Construction	\$2,503,096.19	\$3,084,378.63		

*NPU=Not Picked UP

NB= Not Billed

Waiver Log				
Subcontractor	Project:	10-500	Podium	
	December Conditional Waiver Amount	December Unconditional Waiver Amount	November Unconditional Waiver Amount	October Unconditional Waiver Amount
American Crane & Hoist	\$8,500.00			
Asante Builders Pay App.8	\$7,465.26			
Asante Builders Pay App. 7			NPU	
Bombard Electric	\$1,775,835.00		NPU	
Colasanti Specialty Services	\$2,227,444.00		\$1,895,565.00	
Conti Electric, Inc.	\$1,121,458.15		NPU	
Desert Fire Protection	\$524,755.00		\$931,813.00	
Desert Plumbing & Heating - Hydronics	\$279,603.00		\$437,897.00	
Desert Plumbing & Heating - Plumbing	\$1,181,435.00		\$1,356,901.00	
Door & Hardware Mgmt.	\$29,935.00			
Eberhardt SW Roofing	NB			
F. Rodgers (Bldg insulation/fire stop)	\$58,883.32		\$45,281.81	
F. Rodgers (Framing, drywall, etc)	\$135,056.49		\$55,646.85	
Fisk Electric Company	\$39,807.00		NPU	
Gallagher-Kaiser Corp	\$2,223,608.60		NPU	
George M Raymond Company Pay App. 10	\$1,134,546.00		\$1,377,294.00	
Giroux Glass	\$407,745.00		\$850,784.00	
Ital Stone, Inc.	\$27,933.22			
Johnson Controls	\$1,867,738.00		NPU	
KHS&S Contractors, Inc. 1R	\$494,575.00			
KHS&S Contractors, Inc. 12	\$759,089.00			
KHS&S Contractors, Inc. 11			\$916,438.00	
LVI Environmental	\$255,111.86		NPU	
Marnell Masonry	\$205,604.00			
Modernfold of NV, LLC	NB			
Pacific Coast Steel	\$97,048.41		NPU	
Quality Cabinet & Fixture Company	\$133,110.00			
Reliable Steel	\$294,163.40		\$383,056.47	
Republic Crane Services	\$128,971.00			
Republic Tower & Hoist	\$114,048.00		NPU	
Safe Electronics	\$40,506.00		NPU	
Silver State Marble	NB		NPU	
Southern Nevada Paving - Excavation & Backfill	\$121,744.00		\$171,941.00	
Southern Nevada Paving - Mass Excavation				
Technicoat Management	\$107,547.78		\$49,636.00	
Thyssenkrupp Elevator	\$821,294.00		\$1,919,100.00	
Tracy & Ryder	\$1,058,265.34			
Turnberry West Construction	\$22,392,797.63		\$25,970,905.18	
Union Erectors	\$209,179.80		NPU	
W&W Steel	\$2,509,983.00		\$4,255,989.00	
Waco Scaffolding	NB			
Water FX Custom Pools	\$69,670.82		\$177,481.49	

*NPU = Not Picked Up

*NB = Not Billed

Waiver Log

Project: 10400 General Conditions

Subcontractor	Dec Conditional Waiver Amount	Nov Unconditional Waiver Amount	Oct Unconditional Waiver Amount	Prior Unconditional Waiver Amount
Desert Plumbing & Heating-Trailer Cmpd	\$724.00	\$2,625.00		
Desert Plumbing & Heating-W-N-Wild	NB			
Fisk Technologies	\$14,290.51	NPU		
George Raymond	NB			
Reliable Steel	NB			
Southern Nevada Paving	NB			
Turnberry West Construction	\$2,503,096.19	\$3,084,378.63		

*NPU=Not Picked UP

NB= Not Billed

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “I”



Owner Change Order Schedule (Revised January 20, 2009) prepared by JVI

		Dollar Amount	Scope Change	Comments
1	Site CO#1 - Landscaping reclassification	(\$44,074,777)	No	Reclassification of the landscaping to Podium
2	Site CO#2-OCIP reclassification	\$937,936	No	Reclassification of OCIP from Podium
3	Site CO#3-LEED's credit	(\$200,790)	No	LEED credit budget
4	Site CO#4-Compliance with Nevada Power	\$3,743,761	No	Nevada Power modified the feed routing and relocation requirements.
5	Site CO#5-Electrical conduit relocation	\$110,282	No	Relocation required to resolve a conflict between the electrical conduit and the existing sanitary sewer line
6	Site CO#6-Dewatering system relocation	\$370,000	No	Relocation of dewatering system required after completion of the Foundation Plans.
7	Site CO#7 Nevada Power reo lines overhead to underground	\$1,119,598	No	Nevada Power cost to relocate the existing overhead power lined to underground.
8	Site CO#8 Nevada Power field conditions	\$509,742	No	Nevada Power field conditions; including additional trenching and conflict resolution of existing underground utilities.
9	Site CO#9 Removal of pylon sign	\$73,753	No	Dismantling and removing of the existing El Rancho Sign, including premium time.
10	Site CO#10 Relocate overhead power lines	\$100,400	No	Relocate North Overhead Power Lines including manhole, grounding, backfill and compaction.
11	Site CO#11 Extended allowances for dewatering	\$150,000	No	Additional wells in garage for deep excavation.
12	Site CO#12 Las Vegas Blvd. water revisions	\$38,753	No	Costs associated with the water service crossing revisions on Las Vegas Boulevard.
13	Site CO#13 Extend existing conduit to transformer	\$126,783	No	Intercept existing conduit and extend to existing transformer, costs include: traffic control, saw cutting, asphalt removal and replacement.
14				
15				
16	Tower CO#1 -Deduct Colasanti back charge	(\$400,000)	No	Deduct, back charge reclassification to General Conditions
17	Tower CO#2-LEED's credit	(\$23,034,939)	No	LEED credit budget
18	Tower CO#3 Steel required field modifications	\$600,482	No	Steel revisions and required field modifications.
19	Tower CO#4 Additional beams	\$138,746	No	Added an additional eight (8) Beams and Headed Weld Studs
20	Tower CO#5 Concrete field modification	\$41,685	No	Additional ceiling grinding at the service core
21	Tower CO#6 Additional fireproofing	\$275,653	No	Additional low density fireproofing required for the elevator lobbies.
22	Tower CO#7 T1 terrace field conditions	\$45,520	No	Insulation Tower Level T1 Guestroom Terraces.
23	Tower CO#8 Tower entry lockset & Incomm System	\$454,675	No	Frames and doors ready to accommodate the Tower Timeox Entry Lockset - Incomm System
24	Tower CO#9 T1 knee wall modifications	\$204,797	No	Revised knee wall at North Elevation for Tower Level T1 units.

Owner Change Order Schedule (Revised January 20, 2009) prepared by IML			
	Dollar Amount	Scope Change	Comments
25	\$119,775	No	Pavers, rubber walking pads and premium time for framing wall condo's on floors 3 and 4.
26	\$626,340	No	Code compliance that two (2) service elevators stop at every floor.
27	\$6,149,277	No	Additional sprinkler heads for Pool Level Deck Patio and additional HVAC ductwork.
28	\$410,500	No	Compliance with the OSHA requirement to provide a permanent roof horizontal life line system.
29	\$1,011,840	No	Costs to provide a wireless internet and wireless radio system infrastructure.
30	\$1,619,979	No	Cost to cover an increase in concrete material pricing.
31	\$12,999,999	No	Electrical and lighting changes to; typical rooms, condos, 3-bay suites, common areas and back of house.
32	\$8,500,000	No	Furnish light fixtures for the South Façade and Crown at the tower roof.
33	\$616,294	No	Costs associated with beam modification at the elevator lobbies due to conflicts.
34	\$383,269	No	Provide Lati veneer to comply with LEED requirement.
35	\$78,968	No	Provide additional equipment to maintain schedule.
36	\$338,475	No	Additional costs to warehouse and deliver kitchen cabinets.
37	\$50,000	No	Provide additional insulation and firestopping.
38	\$20,234,341	No	Additional crane rental erection/dismantlement.
39	\$17,472,684	No	Budget transfer to cover costs for the following: cementitious decks, structural metal framing, ornamental metal, rough carpentry, millwork, door frames, glazing and gypsumboard
40	\$1,541,678	No	Transfer Elevator Operator, mobile crane and misc. from General Conditions.
41			
42			
43	(\$37,000,000)	No	LEED credit budget reallocation
44	\$59,000,000	No	Credit and reallocation to Podium, Site, Garage and Tower
45	(\$2,014,885)	No	
46	(\$2,370,635)	No	
47	(\$75,455)	No	Credit and reallocation to Garage for mechanical and plumbing costs associated with the additional showers.

Owner Change Order Schedule (Revised January 20, 2009) prepared by NVI				
		Dollar Amount	Scope Change	Comments
48	LEED CO#5 - Garage finishes modifications.	(\$190,000)	No	Credit and reallocation to Garage for formaldehyde free finishes.
49	LEED CO#6 - Garage control revisions.	(\$1,972,669)	No	Credit and reallocation to Garage for control revisions and commissioning.
50	LEED CO#7 - Garage structural modifications.	(\$2,446,648)	No	Credit and reallocation to Garage for structural steel modifications.
51	LEED CO#8 - Tower finishes modification.	(\$133,521)	No	Credit and reallocation to Tower for wood millwork finishes.
52	LEED CO#9 - Tower finishes modification.	(\$200,000)	No	Credit and reallocation to Tower for wood door finishes.
53				
54				
55	Garage CO#1 - Furnish/install Misc Steel	\$9,946,607	No	Design Modifications to provide additional miscellaneous steel excluded from the original contract due to incomplete drawings. Miscellaneous steel includes; cable railing, stairs, base plates and guard rail modifications.
56	Garage CO#2 - Added Hydraulic Elevator	\$321,302	No	Added two (2) additional employee elevators per specifications dated April 25, 2007
57	Garage CO#3 - Duct Stair #12	(\$349,326)	No	
58	Garage CO#4 - Duct Overhead	(\$472,314)		Deduct stair and reduce beam depth.
59	Garage CO#5 - LEED's credit	(\$13,386,296)	No	LEED credit budget
60	Garage CO#6 - Added Emergency Ramp	\$660,768	No	As a condition of Permit added ramp per Clark County, including misc. structural design modifications.
61	Garage CO#7 - Garage collapse costs	\$5,060,279	No	All estimated costs associated with the garage collapse to date
62	Garage CO#8 - Upgraded pressure on Condensers	\$518,485	No	Revisions required upgraded pressure ratings on the Hot, Chilled and Condenser Pumping System
63	Garage CO#9 - Provide 6 Boiler Economizers	\$1,496,401	No	Revised drawings required 6-Boiler Economizers, upgraded drift eliminators and revised platform access.
64	Garage CO#10 - Conversion costs from GMP to LS	\$3,605,522	No	Cost to convert the GMP to an LS; also includes revisions for fans, AC units, Grilles and Dampers
65	Garage CO#11 - Central plant boiler modifications	\$748,253	No	Additional steam boilers, controls and check valves.
66	Garage CO#12 - HVAC revisions	\$1,127,841	No	Revised HVAC drawings for hot water heat exchangers, piping automatic control valves and increased piping sizes.
67	Garage CO#13 - Structural steel modifications	\$2,632,773	No	Revised drawings required additional steel including metal decking, chord steel, beams and reinforcing.

Owner Change Order Schedule (Revised January 20, 2009) prepared by IVI				
	Dollar Amount	Scope Change	Comments	
68	\$3,117,334	No	Additional steel required for floor openings, and Ballroom, Convention Center, Cooling Tower and valet ramp spaces.	
69	\$4,636,023	No	Costs associated with concrete revisions through out the structure.	
70	\$888,349	No	Costs associated incomplete drawings for the scope of work.	
71	\$205,343	No	Costs associated with additional Pile Caissons and Cofferdams for the emergency ramp.	
72	\$600,000	No	Budget transfer for the expansion control costs	
73	\$2,976,952	No	Misc steel for the southern portion of the parking garage.	
74	\$43,165	No	Weekly test sequences for verification of Smoke Control Systems.	
75	\$2,884	No	Verifying the depth and location of the existing utility lines.	
76	\$7,920	No	Costs associated with the erection and dismantlement of scaffolding for rebar access.	
77	\$2,060,400	No	Costs associated with the buy-out bust for the expansion control contract.	
78	\$1,251,959	No	Labor and material for roof membrane, flashing and roof accessories not included in the original plans.	
79	\$131,408	No	Fireproofing for the additional steel.	
80	\$80,564	No	Labor and material for (8) domestic water heater controls.	
81	\$2,857,049	No	Costs associated with construction document clarification for various kitchen within the component, cooling tower emergency drains and sewage ejector.	
82	\$168,397	No	Associated costs (labor, material and equipment) for the emergency generator fuel fill stations	
83	\$156,355	No	Costs associated with loading dock storm drains, 4-trench drains, excavation, backfill and compaction.	
84	\$255,000	No	Additional county requirements for issuance of a TCO including automated fire sprinkler and standpipe system.	
85	\$51,401	No	Labor and material costs associated with the 2nd overtime shift for work at the Nevada Power Company Yard.	
86	\$13,509	No	Labor and material costs associated with overtime for underground utility work at the south ramp.	
87	\$972,533	No	Labor and material costs to waterproof Level P-1.	

Owner Change Order Schedule (Revised January 20, 2009) prepared by IVI				
	Dollar Amount	Scope Change	Comments	
88	\$75,455	No	Mechanical and plumbing costs associated with the additional showers.	
89	\$1,972,669	No	Alternate finish for carpentry & millwork to comply with LEED.	
90	\$190,000	No	Costs associated with measurement & verification, outdoor air delivery and CO2 monitoring.	
91	\$3,703,810	No	Costs associated with revisions to the kitchen/food service areas.	
92	\$444,076	No	Associated costs revising the concrete details at the high and low roofs and additional concrete for the pedestals/forms.	
93	\$1,766,595	No	Transfer costs associated with the crane/hoist from general conditions.	
94	\$2,446,648	No	Revisions to the structural steel to support the revised mechanical equipment layout.	
95	\$527,558	No	Ceiling sound control added at the P6 level ceiling.	
96	\$2,537,217	No	Costs include; added framing at the mechanical openings, added beams, columns, plates at freight elevators and extension of the parapet.	
97	\$2,000,000	No	Costs associated with the steel revision package.	
98	\$4,180,358	No	Revisions to convert to a lump sum contract.	
99	\$138,770	No	Revision costs for excavation and backfill for the north ejector pit.	
100	\$39,730	No	Revisions to all chord steel on the convention level.	
101	\$357,227	No	Included are the following: leveling, gravel and pipe wrap and placement of pea gravel.	
102	\$534,520	No	Soot filters for switchgear equipment.	
103	\$46,284	No	Costs include slab-on-grade, loading dock excavation and BOH work.	
104	\$119,181	No	Revised openings, counterweight safeties and hydraulics.	
105	\$3,766,147	No	Costs associated with the construction of the east facade screening as required by the planning board in response to the complaints from the adjacent residents.	
106	\$3,311,126	No	Budget transfer to cover costs for the following: structural steel, rough carpentry, millwork, metal doors and frames.	
107	\$1,093,389	No	Transfer Elevator Operator, mobile crane and misc. from General Conditions.	
108				
109				

Owner Change Order Schedule (Revised January 20, 2009) prepared by IVI			
	Dollar Amount	Scope Change	Comments
110	\$1,082,844	No	Additional overhead costs for Garage and Podium change orders
111	\$400,000	No	Reclassification from tower category
112	\$221,477	No	Additional overhead costs for Garage and Podium change orders
113	\$279,678	No	Additional costs associated with Podium CO#10
114	\$24,914	No	Additional costs associated with Site CO#5 & CO#6.
115	\$2,658,287	No	Affitional costs associated with Podium CO's 12 & 13.
116	\$1,551,644	No	
117	\$1,060,533	No	Additional costs associated with Podium OCO's 18-21 and Garage OCO's 20-26
118	\$1,025,828	No	Add additional cranes and hoists to maintain the construction schedule
119	\$425,000	No	Additional costs associated with an increase of the management staff.
120	-\$20,234,341	No	Transfer costs associated with the crane/hoist from general conditions.
121	-\$1,706,595	No	Transfer costs associated with the crane/hoist from general conditions.
122	-\$3,612,945	No	Transfer costs associated with the crane/hoist from general conditions.
123	\$2,305,757	No	General condition costs for Podium OCO's 22-25, Tower OCO's 18, 20, 21 & 22, Garage OCO's 37, 38 & 40.
124	-\$4,510,600	No	Transfer Elevator Operator, mobile crane and misc. from General Conditions.
125	\$4,016,400	No	Additional projected General Conditions for blueprinting, project expenses, documentation, equipment and tools.
126			
127			
128	\$1,053,138	No	Provide a chilled water line through the tower
129	\$9,243,660	No	Structural Modifications to the shear walls, caissons and mat foundation
130	\$2,524,345	No	Additional concrete ducts for valet garage ventilation
131	(\$610,531)	No	
132	\$44,074,777	No	Reclassification from tower category
133	(\$937,936)	No	Reclassification of OCIP to site
134	(\$22,377,975)	No	LEED credit budget

Owner Change Order Schedule (Revised January 20, 2009) prepared by I/I

	Dollar Amount	Scope Change	Comments
135	\$1,032,477	No	Increased the number of piles by 161, including drilling operators, rebar and soil haul-off.
136	\$2,736,298	No	Increased length of concrete duct work, rebar and additional; rebar at concrete shear walls.
137	\$1,849,806	No	Revisions include; reinforcing steel, footings, base plates, basement/retaining walls. Originalbid was based on incomplete construction documents.
138	\$2,376,635	No	Additional costs associated with LEED Compliance: Metasys Energy and Carbon Dioxide Monitoring Systems
139	\$11,597,697	No	Structural modifications for additional reinforcing for pool deck, and retail mechanical level.
140	\$41,568,038	No	Structural modifications from the design/bid set of documents
141	(\$600,000)	No	Deduction for expansion joints.
142	\$1,002,066	No	Buy-out of Kitchen equipment for food and beverage.
143	\$457,443	No	Handrails and railings as detailed in the revised drawings.
144	\$277,015	No	Additional costs associated with the buy-out of the retail corridor.
145	\$739,174	No	Provide labor and material for separated fireline as required by code.
146	\$2,853,024	No	Costs associated with additional steel, concrete, reinforcing steel and fireproofing.
147	\$9,739,239	No	Labor and material for additional structural steel for the north podium.
148	\$4,700,936	No	Partial costs associated with metal stairs and ladders.
149	\$485,797	No	Switchgear revision including engineering, labor, material and equipment.
150	\$1,355,006	No	Fire protection costs including Atrium Oscillating or Fixed Hose Monitor Stations, Zoned Escalator Water Curtains and Porte Cochere dry type system.
151	\$1,206,093	No	Added beverage conduit and CO system.
152	\$3,612,945	No	Transfer of costs from general conditions for equipment rental, operators and erection & dismantlement.
153	(\$4,406,358)	No	Owner costs associated with the following venues; Sports Deli, Race & Sports Book, Buffet and Coffee Shop.
154	(\$1,206,093)	No	Deleted the beverage conduit and CO system.

Owner: Change Order Schedule (Revised January 20, 2009) prepared by JVI			
	Dollar Amount	Scope Change	Comments
155	\$1,214,062	No	Costs include; footing modifications, subgrade backfill, vertical steel and revised beams, girders, plates, hangers and shear connections.
156	(\$500,000)	No	Owner will purchase equipment directly.
157	(\$3,311,126)	No	Budget transfer to cover costs for the following: structural steel, rough carpentry, millwork, metal doors and frames. Budget transfer to cover costs for the following: cementitious decks, structural metal framing, ornamental metal, rough carpentry, millwork, door frames, glazing and gypsumboard
158	(\$17,472,684)	No	Costs for BOH venue: fences, gates decks, structural metal framing, ornamental metal, rough carpentry, woodwork and door frames.
159	\$2,943,498	No	Venue budget for restrooms including millwork, MEP rough-in.
160	\$442,914	No	Transfer Elevator Operator, mobile crane and misc. from General Conditions.
161	\$1,875,533	No	Costs for Pollution Control Units on roof of meeting rooms.
162	\$3,194,506	No	Added air handlers and hot water system for added venues.
163	\$3,607,936	No	
164			
165			
166	\$179,001,584		

EXHIBIT “I-1”



2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
Tower
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10200
Change Order: 25
Date: 12/8/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:
 POC #470 Transfer Elevator Operator, Mobile Crane and Misc. Crane Maintenance/Welding Budgets from General Conditions - costs include Elevator Operators, Misc. Mobile Crane costs and Reliable Steel Misc. Maintenance & Welding costs for the Tower Cranes.


NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed.


Change Request #	Description	Amount
POC 470	Transfer Elevator Operator Budget	\$ 1,176,747.00
	Transfer Mobile Crane Budget	\$ 264,931.00
	Transfer Misc. Crane Maintenance/Welding	\$ 100,000.00
Total Change		\$ 1,541,678.00

The Original Contract Amount was	\$ 653,718,930.00
Net Change by previously authorized Change Orders thru 24	\$ 48,938,363.41
The Contract Amount prior to this Change Order was	\$ 702,657,293.41
The Contract will be increased by this Change Order in the Amount of	\$ 1,541,678.00
The New Contract Amount including this Change Order will be	\$ 704,198,971.41

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

 (Signature) **Robert R. Ambridge, CEO**

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **SUP of Development**

By 12/30/08
 Date

By 12/31/08
 Date





2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011

OWNER CHANGE ORDER

Project:
Site Contract
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10100
Change Order: 10
Date: 12/10/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #5B Relocate North Overhead Power Lines (Rev 2 & 3) - costs include RS-94 Manhole and Grounding, associated backfill, compaction, shoring, trench plates, pot holing and removal of spoils; Valley Gutter removal and replacement, Extension of (4) 6" Conduits to existing Manhole and Concrete Encasements, associated traffic control, trenching, backfill, compaction and removal of spoils.

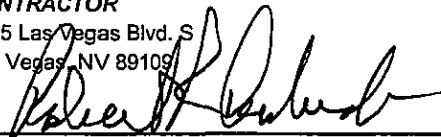
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Change Request #	Description	Amount
POC 5B	Stetson COR Onsite OH to Underground (dated 5/20/08)	\$ 34,921.00
	Stetson COR Offsite Highland (dated 5/20/08)	\$ 65,479.00
Total Change		\$ 100,400.00

The Original Contract Amount was	\$	54,269,686.00
Net Change by previously authorized Change Orders to 09	\$	(37,410,494.89)
The Contract Amount prior to this Change Order was	\$	16,859,191.11
The Contract will be increased by this Change Order in the Amount of	\$	100,400.00
The New Contract Amount including this Change Order will be	\$	16,959,591.11

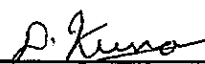
The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109


 (Signature) **Robert R. Ambridge, CEO**
 By 12/30/08

 Date

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109


 (Signature) **SUP of Development**
 By 12/31/08

 Date





2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011

OWNER CHANGE ORDER

Project:
Site Contract
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10100
Change Order: 11
Date: 12/11/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #32 Additional Wells in Garage for Deep Excavations - includes extended Plumbing Well Maintenance.

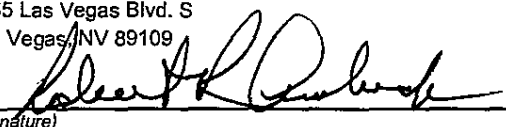
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

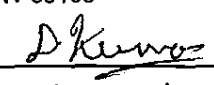
Change Request #	Description	Amount
POC 32	Desert Plumbing Pipe Repair Allowance Extension (CO #02)	\$ 50,000.00
	Desert Plumbing Pipe Repair Allowance Extension (CO #03)	\$ 50,000.00
	Desert Plumbing Pipe Repair Allowance Extension (CO #04)	\$ 50,000.00
Total Change		\$ 150,000.00

The Original Contract Amount was	\$	54,269,686.00
Net Change by previously authorized Change Orders to 10	\$	(37,310,094.89)
The Contract Amount prior to this Change Order was	\$	16,959,591.11
The Contract will be increased by this Change Order in the Amount of	\$	150,000.00
The New Contract Amount including this Change Order will be	\$	17,109,591.11

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

 (Signature) **Robert E. Ambridge, CEO**
 By 12/30/08
 Date

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **SUP of Development**
 By 12/31/08
 Date





2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011

OWNER CHANGE ORDER

Project:
Site Contract
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10100
Change Order: 12
Date: 12/11/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #21 Las Vegas Blvd LVVWD Water Service Crossing Revisions - costs included are Potholing, Mill & Patch Back with AC30 Asphalt (10' x 12'), Repair Sidewalk Panels, Trench Plate Costs, Revised PVC to DIP (162 LF), 12" DIP (15 LF), 25 CY of Concrete for Thrust Blocks @ New Wet Tap Configuration and (10) CY of 300 PSI Slurry for 15" Storm Drain.


NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

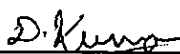
Change Request #	Description	Amount
POC #21	Wells Cargo COR 11 (dated 4/7/08)	\$ 10,420.00
	Wells Cargo COR 24R (dated 8/18/08)	\$ 22,581.00
	Wells Cargo COR 26 (dated 11/24/08) (from POC #02)	\$ 5,752.00
	Total Change	\$ 38,753.00

The Original Contract Amount was	\$ 54,269,686.00
Net Change by previously authorized Change Orders to 11	\$ (37,160,094.89)
The Contract Amount prior to this Change Order was	\$ 17,109,591.11
The Contract will be increased by this Change Order In the Amount of	\$ 38,753.00
The New Contract Amount including this Change Order will be	\$ 17,148,344.11


The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

 (Signature) **Robert R. Ambridge, CEO**

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **SVP of Development**

By 12/31/08
 Date

By 12/31/08
 Date 

2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
Garage
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10300
 Change Order: 53
 Date: 12/8/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC 84 Transfer Elevator Operator and POC 85 Transfer Mobile Crane Budgets from General Conditions - costs included are for interior Elevator Operators and misc. Mobile Cranes required on the project.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed.

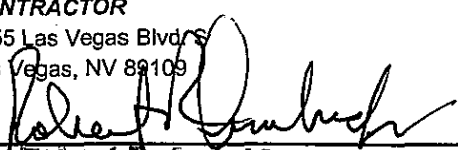
POC #	Description	Amount
POC #84	Transfer Elevator Operator Budget	\$ 857,825.00
POC #85	Transfer Mobile Crane Budget	\$ 235,564.00

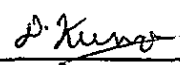

Total Change \$ 1,093,389.00

The Original Contract Amount was	\$ 379,895,718.00
Net Change by previously authorized Change Orders to 52	\$ 60,544,214.32
The Contract Amount prior to this Change Order was	\$ 440,439,932.32
The Contract will be increased by this Change Order in the Amount of	\$ 1,093,389.00
The New Contract Amount including this Change Order will be	\$ 441,533,321.32

The Contract Time will be: No Change
 The date of Substantial Completion as of the date of this Change Order therefore is: September 30, 2009

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd S
 Las Vegas, NV 89109

 (Signature) **Robert R. Ambridge, CEO**

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **SUP of Development** 

By 12/31/08
 Date

By 12/31/08
 Date

2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
General Conditions
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10400
Change Order: 16
Date: 12/15/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

~~The Contract is changed as follows:~~
 POC #17 Additional Projected General Conditions - includes projected costs for Reimbursable Blueprinting, Misc. Project Expenses, Project Documentation, General Equipment & Tools, Clean-up, Material & Labor Staging, Temporary Protection, Temporary Utility, Field Office Expenses, Safety, OT for Inspectors, Field Engineering and Construction Management Staffing.

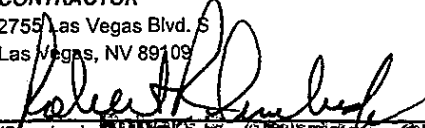
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed.

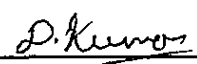
Change Request #	Description	Amount
POC #17	Construction Management Staffing	\$ 1,945,400.00
	Field Engineering (Outside Services)	\$ 236,000.00
	OT for Inspectors	\$ 12,000.00
	Safety	\$ 262,000.00
	Field Office Expense	\$ 93,000.00
	Temporary Utility	\$ 254,000.00
	Temporary Protection	\$ 245,000.00
	Material & Labor Staging	\$ 518,000.00
	Clean-up	\$ 186,000.00
	General Equipment & Tools	\$ 36,000.00
	Project Documentation	\$ 1,000.00
	Misc. Project Expenses	\$ 134,000.00
	Reimbursable Blueprinting	\$ 94,000.00
Total Change \$		4,016,400.00

The Original Contract Amount was	\$	93,634,074.00
Net Change by previously authorized Change Orders through 15	\$	(19,069,419.23)
The Contract Amount prior to this Change Order was	\$	74,564,654.77
The Contract will be increased/decreased by this Change Order in the Amount of	\$	4,016,400.00
The New Contract Amount including this Change Order will be	\$	78,581,054.77

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

 (Signature) **ROBERT R. AMBRIDGE, CEO**

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

 (Signature) **D. KEMOS**

By _____
 Date 12/30/08

By SVP of Development
 Date 12/31/08

2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8011



OWNER CHANGE ORDER

Project:
Podium
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10500
Change Order: 35
Date: 12/10/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:
 POC #64a AMEP Progress (14) Pollution Control Units on Roof of Meeting Rooms - costs included are (14) Trion Brand Pollution Control Units, PCU Hot Water Line with Service Supply, 2" RPBP, 2" Soap Stainless Steel Distribution Line from Garage, Grease Waste Piping, etc, (50) Additional Roof Curbs, (161) Roof Penetrations, (3) Extra Large Roof Hatches (w/24" Deep Curbs), Ansul System (to protect units) and required Tube Steel in the Court Yard.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Request #	Description	Amount
POC 64a	W&W Steel COR (dated 12/2/08)	\$ 273,700.00
	Eberhard COR (dated 8/14/08)	\$ 61,740.00
	Desert Plumbing PCO #43R (dated 11/14/08)	\$ 472,881.00
	Gallagher-Kaiser COR #13 (dated 9/25/08)	\$ 2,318,303.00
	Allstate Fire Equipment (e-mail dated 12/3/08)	\$ 67,882.50
Total Change		\$ 3,194,506.50

The Original Contract Amount was	\$	609,115,666.00
Net Change by previously authorized Change Orders through 34	\$	99,532,894.87
The Contract Amount prior to this Change Order was	\$	708,648,560.87
The Contract will be increased/decreased by this Change Order in the Amount of	\$	3,194,506.50
The New Contract Amount including this Change Order will be	\$	711,843,067.37

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

(Signature) **Robert R. Ambrose, CEO**

(Signature) **SVP of Development**

By 12/30/08
 Date

By 12/31/08
 Date



2827 Paradise Road
 4th Floor
 Las Vegas, NV 89109
 Phone (702) 495-8010 FAX (702) 495-8711



OWNER CHANGE ORDER

Project:
Podium
 Fontainebleau Resorts, Las Vegas

CONTRACT: 10500
 Change Order: 36
 Date: 12/11/08

To Contractor:
Turnberry West Construction, Inc.
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109
 (702) 495-7360 FAX (702) 495-7366

The Contract is changed as follows:

POC #118 Added Air Handlers and Hot Water System for Added Venues - cost included are Chilled & Heating Water Supply (w/return piping), Piping and Points of Connection to (5) AHU's; New 6" Steam Supply and 2" Condensate Return Pipe and Fittings, Connection to Steam (4) Domestic Water Heater Exchangers, Condensate Receiver Pump, Pipe Insulation, Seismic Restraints, Fire Stopping (for this scope); Hot Water and Hot Water return pipe and fittings, rework current system, Water Softener System w/Brine Tank, (4) Steam to Domestic Water Heat Exchangers, (1) Recirculation Pump and Expansion Tank, Backwash Pit to Sanitary System, Backwash Line from Softener System to Pit, Pipe Insulation and Fire Stopping (for this scope); Sheet Metal for HVAC and associated Ductwork and Dampers; (10) Fan Coil Units, (2) Heat Pumps and (5) AHU's - which includes DDC Controls and Valve Actuator, associated Conduit, Backboxes, Wire Termination, Start-up, Commissioning, Programming, Graphics and Testing; and Gear Changes.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is fully executed.

Request #	Description	Amount
POC 118	Desert Plumbing PCO #11	\$ 223,448.00
	Desert Plumbing PCO #006	\$ 450,889.00
	Desert Plumbing PCO #39R	\$ 552,688.00
	Gallagher-Kaiser COR (dated 9/10/08)	\$ 1,772,487.00
	Johnson Controls COR #0014	\$ 502,305.00
	Conti Electric COR #75	\$ 106,119.00
	(from POC 64 & 45)	
	Total Change	\$ 3,607,936.00

The Original Contract Amount was	\$ 609,115,666.00
Net Change by previously authorized Change Orders through 35	\$ 102,727,401.37
The Contract Amount prior to this Change Order was	\$ 711,843,067.37
The Contract will be increased/decreased by this Change Order in the Amount of	\$ 3,607,936.00
The New Contract Amount including this Change Order will be	\$ 715,451,003.37

The Contract Time will be:
 The date of Substantial Completion as of the date of this Change Order therefore is:

NOT VALID UNTIL SIGNED BY THE OWNER AND CONTRACTOR

Turnberry West Construction, Inc.
CONTRACTOR
 2755 Las Vegas Blvd. S
 Las Vegas, NV 89109

Fontainebleau Las Vegas, LLC
OWNER
 2827 Paradise Road, 4th Floor
 Las Vegas, NV 89109

(Signature) **Robert W. Ambridge, CEO**

(Signature) **SVP of Development**

By 12/30/08
 Date

By 12/31/08
 Date

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “J”



Prepared by Inspection & Valuation International, Inc.

Garage/Convention Contracts & Change Orders Received by IVI, (GARAGE/CONVENTION)
Fontainebleau Las Vegas
Las Vegas, Nevada
IVI Project No. V61210964
3/16/2007, Revised 1/20/2009

Trade	Contractor/Supplier	LS or GMP	Signed	Bonds Rec'd	Base Amount (Unexecuted)	Base Amount (Executed)	Change Orders	Totals
Drilled Piles, Foundation and Secant Wall	Morris-Shea	LS	3/26/2007	NR	\$9,095,850	\$9,095,850	\$768,020	\$9,863,870
Electrical	Conti	GMP	3/22/2007	7/6/2007	\$59,211,691	\$59,205,586	(\$12,487,093)	\$46,718,493
Mechanical	Gallagher/Kaiser Corp	GMP	3/22/2007	7/6/2007	\$58,821,272	\$58,821,272	(\$32,293,366)	\$26,527,906
Plumbing	Desert Plumbing & Heating	GMP	3/22/2007	NR	\$14,010,729	\$14,010,729	(\$460,559)	\$13,550,170
Fire Suppressoin	Desert Fire Protection	GMP	3/26/2007	PG 5/31/07	\$9,510,000	\$9,510,000	(\$214,478)	\$9,295,522
Vertical Transportation, Elevator and Escalator	Thyssenkrupp	LS	3/21/2007	NR	\$10,116,752	\$9,616,752	\$115,476	\$9,732,228
Sprayed Fire Proofing	Aderholt Specialty Company	GMP	3/26/2007	NR	\$6,210,426	\$6,210,426	(\$213,918)	\$5,996,508
Design/Build Structural Steel & Metal Decking	W & W Steel, LLC	LS	3/20/2007	NR	\$116,910,000	\$87,811,848	\$52,947,478	\$140,759,326
Concrete Formwork, Placement & Finish	Colasanti Specialty Services	LS	3/27/2007	5/31/2007	\$13,500,000	\$13,500,000	\$5,594,866	\$19,094,866
Concrete Reinforcing Steel	Century Steel/Pacific Coast	LS	3/23/2007	6/1/2007	4,306,073	\$4,306,073	\$2,420,497	\$6,726,570
Mass Excavation	Southern Nevada Paving	LS	3/26/2007	NR	\$3,724,437	\$3,724,437	\$2,103,559	\$5,827,996
Fire Alarm	Safe Electronics	GMP	3/28/2007	NR	\$798,250	\$798,250	\$169,978	\$968,228
Electrical/Low Voltage	Fisk	GMP	3/22/2007	NR	\$7,346,009	\$7,346,009	(\$277,183)	\$7,068,846
Crane	American Crane	LS	5/16/2007	NR	\$6,000	\$6,000	(\$56,000)	\$0
	American Crane & Hoist Erector	PO	9/22/2008	NR		\$273,280	\$0	\$273,280
Hydronics (Wet HVAC)	Desert Plumbing & Heating	GMP	7/6/2007	NR	\$11,900,000	\$11,900,000	(\$345,468)	\$11,554,532
Crane & Hoist	Republic Crane Service		5/16/2007	NR	432,604	\$432,604	(\$432,604)	\$0
	Republic Crane Service	PO	9/22/2008	NR		\$4,181,401	\$0	\$4,181,401
Cooling Tower/Air Handlers	Johnson Control	GMP	7/6/2007	NR	\$7,380,639	\$7,380,639	\$1,137,601	\$8,518,240
Drywall/Metal Stud	Midwest Drywall	LS	5/9/2008	NR		\$23,991,070	(\$58,794)	\$23,932,276
Cooling Tower Piping	Universal Piping	LS	7/7/2007	NR	\$15,478,277	\$15,478,277	\$3,336,696	\$18,814,973
Waterproofing	Technico Management	LS	6/12/2007	NR	\$162,635	\$162,635	(\$12,742)	\$149,893
Framing & Drywall	D'Alessio	LS	6/11/2007	NR	\$8,914,241	\$8,914,241	\$1,444,865	\$10,359,106
Partitions	Modernfold	LS	8/15/2007	NR	\$4,776,715	\$4,776,715	(\$210,334)	\$4,566,381
Additional Steel/Sheathing	George M. Raymond	LS	9/25/2007	NR	\$12,897,607	\$12,897,607	\$6,222,467	\$19,120,074
Painting	Eugenio Painting Company	LS	4/17/2008	NR		\$4,647,607	\$255,204	\$4,902,811
Expansion Control	RAM Building Restoration	LS	1/9/2008	NR		\$3,178,000	(\$69,879)	\$3,108,121
Concrete Material	Rinker	LS	5/16/2007	NR	\$5,225,804	\$5,225,804	(\$291,282)	\$4,934,523
Crane/Manlift	Republic (Rentals)	LS	5/15/2007	NR	\$168,068	\$168,068	(\$168,068)	\$0
	Republic Tower & Hoist	PO	9/22/2008	NR		\$695,866	\$0	\$695,866
Conti	TWC		6/29/2007	NR	\$11,500,000	\$11,500,000	\$0	\$11,500,000
Plant replacement	Valley Crest Landscape	LS	8/17/2007	NR	\$18,065	\$18,065	\$0	\$18,065
Masonry	Marnell Masonry	LS	1/30/2008	NR		\$1,387,849	(\$11,247)	\$1,376,602
Chain Link Fence	Clark County Fence	LS	5/20/2008	NR		\$53,251	\$7,502	\$60,753
Roofing Membrane	Commercial Roofers	LS	5/19/2008	NR		\$2,577,259	(\$104,628)	\$2,472,631
UPS System	Cashman	LS/PO	1/31/2008	NR		\$70,555	\$0	\$70,555
8" Micro Piles	Morris-Shea	LS/PO	0/28/08	NR		\$110,700	\$52,820	\$163,520
8" Micro Piles	Morris-Shea	LS/PO	1/28/2008	NR		\$135,450	\$25,001	\$160,451
Testing Services	UNLV	LS/PO	2/11/2008	NR		\$13,500	\$0	\$13,500
Soils Fill	Sunrise Utilities	LS/PO	2/27/2008	NR		\$2,884	\$0	\$2,884
Light Fixtures	Codale Electric Supply	LS/PO	4/14/2008	NR		\$495,517	\$0	\$495,517
Generators/Switchgear	Cummins Rocky Mountain	LS/PO	4/18/2008	NR		\$4,287,486	(\$226,799)	\$4,060,687
Chip/Rivet bust holes	B. Witt Concrete	LS/PO	7/31/2008	NR		\$60,000	\$0	\$60,000
Repair damaged Tee	Fibwrap Construction	LS/PO	8/13/2008	NR		\$32,864	\$0	\$32,864
Doors/Frames & Hardware	Gallagher/Kaiser Corp	LS	6/20/2008	NR		\$3,295,440	(\$145,884)	\$3,149,556
Millwork	L&P Interiors	LS	6/26/2008	NR		\$4,261,751	(\$17,332)	\$4,244,419
Toilet Partitions	L&P Interiors	LS	7/10/2008	NR		\$936,067	(\$4,349)	\$931,718
Thermal/Moisture	RAM Construction	LS	8/12/2008	NR		\$972,533	(\$18,481)	\$954,052
	Striping Solutions	LS				\$133,220	\$1,692	\$134,912
	White Cap	PO				\$37,238	\$0	\$37,238
Fire Safety	JBA Consulting Engineer	PO	11/5/2008	NR		\$2,500	\$0	\$2,500
Totals					\$392,472,044	\$418,701,175	\$28,490,753	\$447,191,928

ULOI = Unsigned Letter of Intent

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P=In Process

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Prepared by Inspection & Valuation International, Inc.

**Contracts & Change Orders Received by IVI, (TOWER)
Fontainebleau Las Vegas
Las Vegas, Nevada
IVI Project No. V61210964
3/16/2007, Revised 1/20/2009**

Trade	Contractor/Supplier	LS or GMP	Signed	Bonds Rec'd	Base Amount (Unexecuted)	Base Amount (Executed)	Change Orders	Totals
						\$0	\$0	
						\$0	\$0	
Drilled Shafts	Anderson Drilling	LS	2/26/2007	NR	\$3,229,500	\$3,229,500	\$304,900	\$3,534,400
Conc Foundation Superstructure Layout-Form-Place-Finish	Colasanti Specialty Services	LS	3/30/2007	5/31/07	\$79,791,191	\$79,999,999	(\$1,696,355)	\$78,303,644
Building Insulation, Firestopping, Metal Support Assemblies, Gypsum Board	Aderholt Specialty Company	LS	3/20/2007	5/30/07	\$74,500,000	\$74,500,000	(\$31,755)	\$74,468,245
Concrete Reinforcing and Post- Tensioned Concrete	Century	LS	3/22/2007	6/1/2007	\$41,624,613	\$41,713,775	(\$1,430,481)	\$40,283,294
Electric, Communications, and Electronic Safety and Security	Bombard Electric	LS	3/28/2007	PG5/31/07	\$107,000,000	\$110,482,450	\$15,775,606	\$126,258,056
Fire Suppression	Dessert Fire Protection	LS	3/27/2007	PG5/31/07	\$9,998,000	\$9,998,000	\$828,580	\$10,826,580
HVAC	Bombard Mechanical	LS	3/29/2007	PG5/31/07	\$47,775,000	\$52,775,000	\$2,932,788	\$55,707,788
Plumbing	Desert Plumbing & Heating	LS	3/21/2007	NR	\$49,990,000	\$49,999,999	(\$623,921)	\$49,376,078
Tile, Stone, Facings, Tops	Silver State Marble	LS	6/29/2007	NR	\$24,269,839	\$24,269,839	(\$3,003,600)	\$21,266,240
Steel Stairs/ Misc. Iron	Century/Pacific		8/23/2007		\$3,743,927	\$6,510,037	\$308,968	\$6,819,005
Doors, Frames and Hardware	Door & Hardware Management		ULOI		\$18,350,000	\$0	\$0	\$0
Temp	Conti	LS	8/6/2007	NR	\$356,500	\$356,500	(\$10,917)	\$345,583
Curtain Wall - Install, Labor	Embassy Glass	LS	6/29/2007	NR	\$17,712,220	\$16,521,165	\$579,149	\$17,100,314
Conveying Elevators	ThyssenKrupp	LS	6/15/2007	NR	\$32,322,734	\$32,322,734	(\$534,565)	\$31,788,169
Site Clearing & Earthwork	Southern Nevada Paving	LS	6/8/2007	NR	\$1,899,108	\$1,981,008	\$49,228	\$2,030,236
Doors	Gallagher-Kaiser	LS	6/14/2007	NR	\$19,850,000	\$19,850,000	\$9,218,261	\$29,068,261
Waterproofing	Eberhard Southwest Roofing	LS	12/14/2007	NR	\$2,133,720	\$2,133,720	(\$113,515)	\$2,020,205
Paint & Wall covering	Midwest Pro Painting	LS	9/26/2007	NR	\$3,000,000	\$11,729,000	\$233,443	\$11,962,443
Acoustical Underlayment	Geo-Cell Solutions	LS	11/1/2008	NR		\$234,200	\$740,589	\$974,789
Bldg Insulation & Firestopping	F. Rodgers Corp	LS	7/20/2007	NR		\$6,700,000	\$74,395	\$6,774,395
Vanity Installation	Door-Ko	LS	11/9/2007	NR		\$974,453	\$674,614	\$1,649,067
Firestopping	Insulpro Projects	LS	8/21/2008	NR		\$50,000	\$0	\$50,000
Toilet Accessories/Chutes	Henri Specialties	LS	11/14/2007	NR		\$1,091,550	\$103,551	\$1,195,101
Concrete Material	Rinker	LS/PO	5/16/2007	NR	\$21,612,608	\$21,768,985	(\$1,377,802)	\$20,391,184
Curtain Wall	Zetian Systems	LS/PO	5/22/2007	NR	\$39,248,957	\$42,022,500	\$2,586,793	\$44,609,293
	Freeman's Carpet	LS/PO		NR		\$2,999,999	(\$82,697)	\$2,917,302
	Architectural Materials	LS/PO	9/25/2007	NR	VOID	\$3,644,940	(\$3,644,940)	\$0
Vanities,Sub-frames/sinks	Collings Interiors	LS/PO	10/15/2007	NR		\$2,125,330	\$2,425,111	\$4,550,441
	SMES SNC	LS/PO	10/31/2007	NR		\$763,113	\$0	\$763,113
	Architectural Materials	LS/PO	10/25/2007	NR		\$9,959,997	\$12,181,026	\$22,141,023
Finish material for models	Cadillac Stone Works	LS/PO	11/7/2007	NR		\$1,753,859	\$1,849,308	\$3,603,167
Tile	Portobello America	LS/PO	12/19/2007	NR		\$2,468,866	\$197,416	\$2,666,282
Marble for bathrooms	Ital Stone	LS/PO	1/10/2008	NR		\$43,073	\$9,941	\$53,015
Marble for Condo's	Ital Stone	LS/PO	2/6/2008	NR		\$305,471	\$254,000	\$559,521
Granite tile	Ital Stone	LS/PO	2/6/2008	NR		\$934,193	\$716,576	\$1,650,768
Tile	Ital Stone	LS/PO	3/6/2008	NR		\$19,530	\$13,748	\$33,278
Counter Top Stone	Ital Stone	LS/PO	3/25/2008	NR		\$271,700	(\$14,499)	\$257,201
Glass Tile	Ital Stone	LS/PO	2/6/2008	NR		\$271,530	\$340,470	\$612,000
Polished Marble	Ital Stone	LS/PO	2/6/2008	NR		\$227,784	\$460,083	\$687,866
Marble Tile	Ital Stone	LS/PO	4/25/2008	NR		\$183,283	\$96,095	\$279,378
Black Granite	Ital Stone	LS/PO	9/16/2008	NR		\$36,689	(\$1,958)	\$34,731
Mosaic	Ital Stone	LS/PO	5/23/2008	NR		\$137,853	(\$92,769)	\$45,084
Light Fixtures	Illuminating Concepts	LS/PO	8/19/2008	NR		\$11,000,000	\$0	\$11,000,000
Condo appliances	Econ Appliance	LS/PO	9/12/2008	NR		\$551,198	(\$20,648)	\$530,550
Under cabinet lighting	Rise & Shine Lighting	LS/PO	9/24/2008	NR		\$18,837	\$0	\$18,837
Crane & Hoist -erection	American Crane	LS/PO	9/22/2008	NR		\$2,280,606	\$0	\$2,280,606
	American Crane	LS	5/16/2007	NR	\$3,180,487	\$3,180,487	(\$3,180,487)	\$0
Crane & Hoist -labor	Republic Crane	LS/PO	9/22/2008	NR		\$10,780,062	\$0	\$10,780,062
	Republic Crane	LS	5/16/2007	NR	\$155,980	\$6,070,936	(\$6,070,936)	\$0
Crane & Hoisting	Republic Tower & Hoisting	LS/PO	9/22/2008	NR		\$9,293,600	\$0	\$9,293,600
	Republic (Rental)(Tower)	LS/PO	5/15/2007	NR	\$9,379,207	\$9,379,207	(\$9,379,207)	\$0
Warehouse deliveries	Quality Transportation	LS/PO	8/19/2008	NR		\$338,475	(\$24,436)	\$314,039
Kitchen Cabinet Installation	Paramount Management	LS/PO	8/8/2008	NR		\$997,000	\$0	\$997,000
Carpet Mask	Abatix	LS/PO	8/28/2008	NR		\$31,678	\$0	\$31,678
Suite appliances	Miele, Inc	LS/PO	2/25/2008	NR		\$853,367	\$715,958	\$1,569,325
Radiography Testing	Grizzly Material Testing	1/29/2008	NTE	NR	VOID	\$120,400	(\$120,400)	\$0
Radiography Testing	Grizzly Material Testing	4/3/2008	NTE	NR		\$203,750	\$0	\$203,750
Curtain Wall & Fixed Windows	Helou & Sons	LS	6/30/2008	NR		\$500,000	\$3,330,660	\$3,830,660
Condo Kitchen Cabinets	M3 Procurement & Design	LS/PO	7/1/2008	NR		\$3,084,590	\$0	\$3,084,590
Haul concrete spoils	Southern Nevada Paving	PO	9/17/2008	NR		\$30,566	\$0	\$30,566
	Tuscany Collection	LS/PO		NR		\$45,967	\$0	\$45,967
Mini Crawler Rental	Cherokee Erecting	PO	10/10/2008	NR		\$49,300	\$0	\$49,300
Monorail	Allied Power products	PO	10/1/2008	NR		\$10,580	\$0	\$10,580
Hoisting System	Signal-Rite	LS/PO	6/30/2008	NR		\$158,370	\$23,650	\$182,020
Totals					\$608,989,871	\$696,340,598	\$25,569,066	\$721,909,664

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PG= Parent Guaranty

P=In process

Prepared by Inspection & Valuation International, Inc.

Contracts & Change Orders Received by IVI, (PODIUM)
Fontainebleau Las Vegas
Las Vegas, Nevada
IVI Project No. V61210964
3/16/2007, Revised 1/20/2009

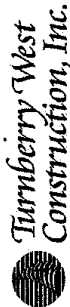
Trade	Contractor/Supplier	LS or GMP	Signed	Bonds Rec'd	Base Amount (Unexecuted)	Base Amount (Executed)	Change Orders	Totals
Struct Steel/Decking	W & W Steel, LLC	GMP	3/20/2007	NR	\$115,856,000	\$115,856,000	\$62,034,550	\$177,890,550
Vertical Transportation, Elevator and Escalator	Thyssenkrupp	LS	3/21/2007	NR	\$14,475,748	\$13,975,748	(\$99,417)	\$12,976,331
Electrical	Conti	GMP	3/22/2007	7/2/2007	\$73,986,782	\$73,996,782	(\$13,469,410)	\$60,527,372
Electrical/Low Voltage	Fisk	GMP	3/22/2007	NR	\$14,755,241	\$14,755,241	(\$1,315,430)	\$13,439,811
Fire Alarm	Safe Electronics	LS	3/28/2007	NR	\$2,100,000	\$2,100,000	(\$37,767)	\$2,062,233
Mass Excavation	Southern Nevada Paving	GMP	3/26/2007	NR	\$4,563,437	\$4,563,437	\$2,982,808	\$7,546,245
Plumbing	Desert Plumbing & Heating	GMP	3/22/2007	NR	\$23,439,435	\$23,439,434	(\$79,707)	\$23,359,727
Mechanical	Gallagher/Kaiser Corp	GMP	3/22/2007	7/5/2007	\$48,463,150	\$48,605,036	(\$29,085,339)	\$19,519,697
Fire Suppression	Desert Fire Protection	GMP	3/26/2007	PG 5/31/07	\$16,746,000	\$16,746,000	(\$369,460)	\$16,376,540
Site Work	Southern Nevada Paving	LS	3/26/2007	NR	\$2,042,316	\$11,702,934	(\$9,357,370)	\$2,345,564
Crane & Hoist	Republic Crane Service	LS	5/16/2007	NR	\$833,311	\$833,311	(\$833,311)	\$0
	Republic Crane Service	LS	9/22/2008			\$1,602,748	\$75,465	\$1,678,213
Crane & Hoist	American Crane	LS	5/16/2007	NR	\$235,000	\$235,000	(\$235,000)	\$0
	American Crane	LS	9/22/2008			\$626,885	\$0	\$626,885
Drilled Piles	Bacho	LS	6/8/2007	NR	\$1,662,080	\$1,662,080	\$324,384	\$1,986,464
Steel	Century	LS	5/24/2007	6/1/2007	\$7,590,699	\$7,590,699	\$4,758,859	\$12,349,558
Concrete Form/Finish	Colasanti	LS	8/14/2007	5/31/2007	\$31,100,000	\$31,100,000	\$4,400,493	\$35,500,493
Excavation/Backfill	Southern Nevada Paving	LS	6/15/2007	NR	\$473,150	\$473,150	\$2,882,521	\$3,355,671
Hard/Soft Scapes	Tracy & Rider	GMP	5/2/2007	6/5/2007	\$36,171,691	\$38,171,691	\$3,309,496	\$41,481,187
Hydronics (Wet HVAC)	Desert Plumbing & Heating	GMP	7/6/2007	NR	\$23,180,050	\$23,180,050	(\$672,952)	\$22,507,098
Cooling Tower/Air Handler	Johnson Control	GMP	7/7/2007	NR	\$5,053,556	\$5,053,556	\$2,360,989	\$7,414,545
Power Dewatering wells	Fisk	GMP	6/1/2007	NR	\$373,089	\$373,089	\$0	\$373,089
Waterproofing	Technical Management, Inc	LS	7/19/2007	NR	\$636,553	\$636,553	\$3,705,890	\$4,342,443
Demo Wet N Wild	Southern Nevada Paving	LS	7/25/2007	NR	\$1,429,832	\$1,429,832	\$0	\$1,429,832
On/Off-Site wet utilities	Wells Cargo	LS	9/25/2007	NR	\$543,629	\$543,629	(\$215,155)	\$328,474
Metal Stud, gyp bd	KHS&S	LS	9/20/2007	NR	\$15,253,638	\$15,253,638	\$229,650	\$15,483,288
Misc. Steel	Union Erectors, LLC	LS	5/28/2008	NR	\$1,679,500	\$1,679,500	\$108,573	\$1,788,073
Bldg Insul/Fire Stop	F.Rodgers	LS	4/24/2008	NR	\$675,000	\$675,000	\$1,248	\$676,248
Spa Pools/Water Features	Water FX Custom Pools	LS	5/20/2008	NR	\$7,789,937	\$7,789,937	(\$101,182)	\$7,598,755
Site underground conduit	Stetson	LS	9/10/2007	NR	\$146,805	\$146,805	\$0	\$146,805
Relo overhead utilities	Stetson	LS	9/10/2007	NR	\$2,451,301	\$2,451,301	\$12,960	\$2,464,261
On-site rem Power lines	Stetson	LS	4/10/2008	NR	\$400,000	\$400,000	\$27,093	\$427,093
Conduit from substation	Stetson	LS	9/7/2007	NR	\$2,455,404	\$2,455,404	\$756,003	\$3,211,407
Misc Metals	Reliable Steel	LS	9/10/2007	NR	\$8,070,926	\$8,070,926	\$1,696,935	\$9,767,861
Masonry	Marnell Masonry	LS	7/17/2007	NR	\$1,341,360	\$1,341,360	\$840,088	\$2,181,448
Fireproofing	LVI Environmental	LS	9/21/2007	NR	\$6,801,123	\$6,801,123	\$140,881	\$6,942,004
Framing/Drywall	George M. Raymond	GMP	9/21/2007	NR	\$29,468,574	\$29,468,574	\$2,534,864	\$32,003,438
Roofing & Accessories	Eberhard Southwest	LS	9/14/2007	NR	\$2,338,564	\$2,338,564	\$1,058,983	\$3,397,547
Off-Site conduit	Stetson	LS	10/1/2007	NR	\$1,389,690	\$1,389,690	\$440,351	\$1,830,041
Lightning Protection	VFC Inc	LS	4/24/2008	NR	\$343,122	\$343,122	(\$13,101)	\$330,021
Doors/Frames/Hardware	Door & Hardware Management	LS	4/8/2008	NR	\$2,000,000	\$2,000,000	(\$92,033)	\$1,907,917
Temp Site Piping	Desert Plumbing & Heating	LS	10/24/2007	NR	\$50,000	\$50,000	\$221,929	\$271,929
Storm Drainage	Wells Cargo	LS	7/2/2008	NR	\$579,357	\$579,357	(\$9,937)	\$569,420
Drywall/Painting/WC	F.Rodgers	LS	6/2/2008	NR	\$3,390,000	\$3,390,000	(\$148,202)	\$3,241,798
CM Contract	Asante		6/18/2008		\$80,000	\$80,000	\$36,197	\$116,197
North Caissons	Anderson Drilling	LS	5/1/2008	NR	\$284,402	\$284,402	(\$4,752)	\$279,650
Concrete Material	Rinker	LS/PO	5/24/2007	NR	\$ 10,032,872	\$10,032,872	(\$579,892)	\$9,452,980
Site Signage	ADT	LS/PO	4/3/2007	NR	\$ 66,950	\$66,950	\$0	\$66,950
Temp Fence-Wet-&Wild	GG Construction	LS/PO	5/10/2007	NR	\$ 68,316	\$68,316	\$0	\$68,316
Crane/Manlift	Republic Tower & Hoist	LS/PO	5/15/2007	NR	\$ 670,744	\$670,744	(\$670,744)	\$0
	Republic Tower & Hoist	LS	9/22/2008			\$1,380,080	\$183,000	\$1,563,080
Conti materiel	TWC	LS/PO	6/29/2007	NR	\$ 12,500,000	\$12,500,000	\$0	\$12,500,000
Wheel Wash	Southern Nevada Paving	LS/PO	8/16/2007	NR	\$ 32,880	\$32,880	\$0	\$32,880
Glass Façade	Giroux Glass	LS	8/28/2007	NR	\$15,284,090	\$15,284,090	(\$439,860)	\$14,844,230
Ejector Pit Lids	Syracuse Castings West	LS/PO	1/16/2007	NR	\$112,974	\$112,974	\$0	\$112,974
Ejector Pit Lids	Syracuse Castings West	LS/PO	1/15/2008	NR	\$6,767	\$6,767	\$0	\$6,767
UPS System	Cashman Equipment	LS/PO	1/3/2008	NR	\$287,883	\$287,883	\$0	\$287,883
Shoring Rental	Allied Trench Shoring	LS/PO	1/31/2008	NR	\$11,441	\$11,441	\$2,095	\$13,526
Concrete Cutting	B. Witt Concrete Cutting	LS/PO	1/31/2008	NR	\$20,000	\$20,000	\$114,867	\$134,867
Concrete X-Ray	Concrete Slab Investigations	LS/PO	1/31/2008	NR	\$8,000	\$8,000	\$0	\$8,000
Soil Supplier	Lutz Trucking	LS/PO	1/31/2008	NR	\$25,000	\$25,000	\$60,000	\$85,000
Telecom Rm lumber	Desert Lumber	LS/PO	5/19/2008	NR	\$3,441	\$3,441	(\$184)	\$3,258
Flow Test/Hydrants	Desert Fire Protection	LS/PO	5/22/2008	NR	\$945	\$945	\$0	\$945
Extruded Foam	Roman Industries	LS/PO	5/12/2008	NR	\$5,814	\$5,814	(\$310)	\$5,504
Trucking	Mundee	LS/PO	1/31/2008	NR	\$25,000	\$25,000	\$102,000	\$127,000
Foam Slabs	Proman Industries	LS/PO	1/31/2008	NR	\$8,437	\$8,437	\$0	\$8,437
Operable Partitions	Modernfold of Nevada	LS	12/18/2007	NR	\$311,286	\$311,286	(\$14,637)	\$296,649
Cutter Hammer	Sun Valley Elec Supply	LS/PO	2/6/2008	NR	\$2,796,104	\$2,796,104	(\$149,212)	\$2,646,892
Foam Slabs	Deco Foam	LS/PO	2/14/2008	NR	\$41,114	\$41,114	\$0	\$41,114
Overhead to Underground	Nevada Power Co.	LS/PO	6/17/2008	NR	\$231,607	\$231,607	\$0	\$231,607
Repair Wire	Nevada Power Co.	LS/PO	2/11/2008	NR	\$16,462	\$16,462	\$0	\$16,462
Lighting Protection	VFC Lighting Protection	LS/PO	2/27/2008	NR	\$30,000	\$30,000	(\$30,000)	\$0
Linen Chuts	Henri Specialties	LS	2/12/2008	NR	\$33,463	\$33,463	\$0	\$33,463
Marble/Stone	Ital Stone	LS/PO	7/17/2008	NR	\$1,449,017	\$1,449,017	(\$70,602)	\$1,378,415
Foam Slabs	Roman Industries	LS/PO	7/14/2008	NR	\$36,721	\$36,721	(\$1,906)	\$33,815
	Ahern Rentals	PO	9/17/2008	NR	\$6,465	\$6,465	\$0	\$6,465
Walkway Security	Offical Security	PO	10/6/2008	NR	\$17,942	\$17,942	\$0	\$17,942
Concrete Cutting	Concrete Coring	PO	10/20/2008	NR	\$80,000	\$80,000	\$0	\$80,000
Pedestrian Collapse	Thyssenkrupp	PO	9/23/2008	NR	\$7,163	\$7,163	\$39,653	\$46,816
Dewatering Filtration	Carbonair	PO	9/5/2008	NR	\$96,828	\$96,828	\$0	\$96,828
Kit Equip.	Duray/J.F. Dusan	LS/PO	6/11/2008	NR	\$1,002,066	\$1,002,066	\$0	\$1,002,066
Buffet Stone/Tile	Silver State Marble	GMP	11/4/2008	NR	\$1,430,913	\$1,430,913	\$0	\$1,430,913
Architectural Millwork	Quality Cabinet & Fixture Co	GMP	10/21/2008	NR	\$3,480,000	\$3,480,000	\$0	\$3,480,000
Scaffolding	WACO	PO	10/20/2008	NR	\$12,778	\$12,778	\$129	\$12,907
FAST System	Stetson	LS	12/12/2008	NR	\$140,506	\$140,506	\$0	\$140,506
Architectural Millwork	Powell Cabinet & Fixtures	LS	10/22/2008	NR	\$2,843,721	\$2,843,721	\$0	\$2,843,721
Interior Glass	Sierra Glass	LS	9/30/2008	NR	\$358,459	\$358,459	\$0	\$358,459
Expansion Joints	Performance Contracting	LS/PO	1/25/2008	NR	\$1,167	\$1,167	\$0	\$1,167
Totals					\$450,538,882	\$581,212,999	\$36,354,014	\$617,567,013

Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas



Subcontractor/Vendor	Scope of Work	Tower Amount	Exec'd	Podium/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed
Aderholt	Building Insulation, Firestopping, Metal Support, Gypsum Board	\$ 74,500,000	3/20/07					\$ 74,500,000
Aderholt	Sprayed Fire Proofing					\$ 6,210,426	3/26/07	\$ 6,210,426
American Crane	Crane & Hoist Erection and Dismantlement - Tower	\$ 2,280,606	9/22/08					\$ 2,280,606
American Crane	Crane & Hoist Erection and Dismantlement - Tower	\$ 3,180,487	5/17/08					\$ 3,180,487
American Crane	Garage Hoist Erection and Dismantlement - Garage					\$ 273,280	9/22/08	\$ 273,280
American Crane	Garage Hoist Erection and Dismantlement - Garage					\$ 56,000	5/16/07	\$ 56,000
American Crane	Crane Erection and Dismantlement - Podium							\$ 626,885
American Crane	Crane Erection and Dismantlement - Podium							\$ 235,000
Anderson Drilling	Drilled Shafts - Tower	\$ 3,229,500	2/26/07					\$ 3,229,500
Anderson Drilling	North Podium Caissons							\$ 284,402
Asante Builders	Construction Management Services							\$ 80,000
BECHO, Inc.	Drilled Piles/Backfill & Shoring - Podium							\$ 1,662,080
Bombard Electrical	Electrical/Fire Alarm - Tower	\$ 110,482,450	3/28/07					\$ 110,482,450
Bombard Mechanical	HVAC - Tower	\$ 52,775,000	3/29/07					\$ 52,775,000
Century Steel	Structural Steel, Misc. Steel, Stairs - Tower	\$ 6,510,037	9/28/07					\$ 6,510,037
Century Steel	Concrete Reinforcing & Post Tension Work - Tower	\$ 41,713,775	3/22/07					\$ 41,713,775
Century Steel	Concrete Reinforcing Steel - Garage							\$ 4,306,073
Century Steel	Concrete Reinforcing Steel - Podium							\$ 7,590,699
Clark County Fence Co.	Chain Link Fence & Gates							\$ 53,251
Colasanti	Cast-In-Place Concrete (Form, Place & Finish) - Tower	\$ 79,999,999	3/30/07					\$ 79,999,999
Colasanti	Concrete Formwork - Place & Finish - Garage							\$ 13,500,000
Colasanti	Concrete Formwork - Place & Finish - Podium							\$ 31,100,000
Commercial Roofers, Inc.	Roofing Membrane							\$ 2,577,259
Conti Electric	Electrical System Complete & Temp Power	\$ 355,500	8/30/07					\$ 355,500
Conti Electric	Main/Secondary/Branch Distrib., Lighting, Fixtures, Temp Power							\$ 8,914,241
D' Alessio Contracting	Framing/Drywall	\$ 9,999,000	3/27/07					\$ 9,999,000
Desert Fire	Fire Suppression - Tower							\$ 9,510,000
Desert Fire	Fire Suppression - Garage							\$ 16,746,000
Desert Fire	Fire Suppression - Podium							\$ 50,000
Desert Plumbing**	Dewatering Piping - Site							\$ 14,010,729
Desert Plumbing**	Plumbing - Tower	\$ 49,999,999	3/21/07					\$ 49,999,999
Desert Plumbing**	Plumbing - Garage							\$ 23,439,434
Desert Plumbing**	Plumbing - Podium							\$ 11,900,000
Desert Plumbing**	Wet HVAC (Hydronics) - Garage							\$ 23,180,050
Desert Plumbing**	Wet HVAC (Hydronics) - Podium							\$ 974,453
Door-Ko, Inc.	Architectural Woodwork - Vanity Installation Package	\$ 974,453	2/25/08					\$ 974,453
Door & Hardware Management	Doors, Frames & Finish Hardware							\$ 2,000,000
Duray/JF Duncan	Deliver & Install Kitchen Equipment							\$ 1,002,066
Eberhard Southwest Roofing, Inc.	Membrane Roofing & Accessories	\$ 2,133,720	1/14/08					\$ 2,133,720
Eberhard Southwest Roofing, Inc.	Waterproofing Package	\$ 16,521,165	6/29/07					\$ 16,521,165
Embassy Glass	Glazed Aluminum Curtain Walls & Fixed Window Labor							\$ 4,647,607
Eugenio Painting	Taping, Painting, Wall Coverings							\$ 6,700,000
F. Rodgers	Firestopping, Fireproofing, Insulation	\$ 6,700,000	10/31/07					\$ 6,700,000
F. Rodgers	Insulation, Firestopping							\$ 675,000
F. Rodgers	Framing & Drywall/Painting/Wall Covering:Specialty Ceiling - Spa							\$ 3,390,000
Fisk Electric	Low-Voltage - Garage							\$ 7,346,009

Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas



Subcontractor/Vendor	Scope of Work	Tower Amount	Exec'd	Podium/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed	Total Contracts & PO's
Fisk Electric	Low-Voltage - Podium			\$ 14,755,241	3/22/07			\$ 14,755,241	
Fisk Electric	Temporary Power - Site			\$ 373,089	7/17/07			\$ 373,089	
Freeman's Carpet	Carpet & Resilient Tile Flooring Package	\$ 2,999,999	10/1/07					\$ 2,999,999	
Gallagher Kaiser	Finish Drywall & Hardware - Tower	\$ 19,850,000	6/14/07					\$ 19,850,000	
Gallagher Kaiser	HVAC Dry - Garage/Central Plant					58,821,272	3/22/07	\$ 58,821,272	
Gallagher Kaiser	Doors, Frames & Finish Hardware					3,295,440	8/7/08	\$ 3,295,440	
Gallagher Kaiser	HVAC Dry - Podium							\$ 48,605,036	
Geo-Cell Solutions	Acoustical Underlayment	\$ 234,200	5/31/08					\$ 234,200	
George M. Raymond Co.	Interior Framing, Drywall & Misc. Finishes (Podium)			\$ 29,468,574	9/25/07			\$ 29,468,574	
George M. Raymond Co.	EFIS, Green Screen, Structural Steel Tube/Steel Panels (Garage)					12,897,607	9/27/07	\$ 12,897,607	
Giroux Glass	Alum. Entrances & Storefronts, Glazed Alum. Curtain Walls, Fixed Windows			\$ 15,284,090	1/17/07			\$ 15,284,090	
Helou & Sons	Glazed Aluminum Curtain Walls & Fixed Windows	\$ 500,000	6/30/08					\$ 500,000	
Henri Specialties Co., Inc.	Linen Chutes			\$ 33,463	2/21/08			\$ 33,463	
Henri Specialties Co., Inc.	Linen Chutes	\$ 1,091,550	3/18/08					\$ 1,091,550	
Insulpro	Building Insulation, Firestopping	\$ 50,000	12/30/08					\$ 50,000	

Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas



Subcontractor/Vendor	Scope of Work	Tower Amount	Exec'd	Podium/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed	Total Contracts & PO's
Johnson Controls	BACnet Control System & Indoor/Outdoor Air Handling Units					7,380,639	7/7/07	\$ 7,380,639	
Johnson Controls	BACnet Control System & Indoor/Outdoor Air Handling Units			\$ 5,053,556	7/7/07			\$ 5,053,556	
KHS&S Contractors, Inc.	Metal Stud Framing; Exter. Sheathing; Gypsum Wall Board Assem.			\$ 15,253,638	10/7/07			\$ 15,253,638	
L&P Interiors	Toilet Partitions & Accessories					936,067	8/4/08	\$ 936,067	
L&P Interiors	Millwork & Finish Carpentry					4,261,751	8/4/08	\$ 4,261,751	
LVI Environmental of Nevada, Inc	Low, Medium, High Density Type Fireproofing			\$ 6,801,123	9/25/07			\$ 6,801,123	
Marnell Masonry	Unit Masonry			\$ 1,341,360	9/25/07			\$ 1,341,360	
Marnell Masonry	Valet Level & Dock Level CMU Walls					1,387,849	2/14/08	\$ 1,387,849	
Midwest Pro Painting	Painting/Wall Covering (Tower)		9/27/07					\$ 11,729,000	
Midwest Drywall Co.	Drywall & Metal Stud Framing	\$ 11,729,000						\$ 23,991,070	
Modernfold of Nevada	Operable Partitions - Convention Center					23,991,070	7/23/08	\$ 23,991,070	
Modernfold of Nevada	Operable Partitions - Podium					4,776,715	8/15/07	\$ 4,776,715	
Morris Shea	Secant Wall & Foundation - Garage			\$ 311,286	2/4/08			\$ 311,286	
Paramount Management Enterprises	Kitchen Cabinet Installation - Tower					9,095,850	3/26/07	\$ 9,095,850	
Powell Cabinet & Fixture	Architectural Millwork	\$ 997,000	8/28/08					\$ 997,000	
Quality Cabinet & Fixture	Architectural Millwork			\$ 2,843,721	12/16/08			\$ 2,843,721	
Quality Transportation	Kitchen Cabinet Storage & Delivery			\$ 3,480,000	11/23/08			\$ 3,480,000	
RAM Building Restoration	Expansion Control	\$ 338,475	9/18/08			3,178,000	5/7/08	\$ 3,178,000	
RAM Construction Services	Thermal/Moisture					972,533	8/20/08	\$ 972,533	
Reliable Steel	Miscellaneous Metals; Stair Construction			\$ 8,070,926	9/28/07			\$ 8,070,926	
Republic Crane Services	Crane & Hoist Operators - Tower	\$ 10,780,062	9/22/08					\$ 10,780,062	
Republic Crane Services	Crane & Hoist Operators - Tower	\$ 6,070,936	5/15/08					\$ 6,070,936	
Republic Crane Services	Hoist Operators - Garage					4,181,401	9/22/08	\$ 4,181,401	
Republic Crane Services	Hoist Operators - Garage					432,604	5/16/07	\$ 432,604	
Republic Crane Services	Crane Operators - Podium			\$ 1,602,748	9/22/08			\$ 1,602,748	
Republic Crane Services	Crane Operators - Podium			\$ 833,311	5/16/07			\$ 833,311	
SAFE	Fire Alarm System - Garage					788,250	3/28/07	\$ 788,250	
SAFE	Fire Alarm System - Podium							\$ 2,100,000	
Sierra Glass & Mirror	Guard Rail System			\$ 2,100,000	3/28/07			\$ 2,100,000	
Silver State Marble	Stone & Tile			\$ 358,459	12/8/08			\$ 358,459	
Southern Nevada Paving	Earthwork & Subgrade Preparation - Tower	\$ 24,269,839	7/13/07					\$ 26,700,752	
Southern Nevada Paving	Mass Ex. Caliche Ex & Crane Pads - Garage	\$ 1,981,008	6/8/07					\$ 1,981,008	
Southern Nevada Paving	Mass Excavation - Podium					3,724,437	3/26/07	\$ 3,724,437	
Southern Nevada Paving	Dewatering/Excavation - Site			\$ 4,563,437	3/26/07			\$ 4,563,437	
Southern Nevada Paving	Structure Excavation & Backfill - Podium			\$ 11,702,934	3/26/07			\$ 11,702,934	
Southern Nevada Paving	Demo, Grading and Paving - Wet 'n Wild Property			\$ 473,150	6/15/07			\$ 473,150	
Southern Nevada Paving	Electrical Conduit from Highland Substation (Site Project)			\$ 1,429,832	7/25/07			\$ 1,429,832	
Stetson Electric, Inc.	Electrical Conduit from Swenson Substation (Site Project)			\$ 2,451,301	10/7/07			\$ 2,451,301	
Stetson Electric, Inc.	Offsite Riviera Conduit Relocation (Site Project)			\$ 1,389,690	9/10/07			\$ 1,389,690	
Stetson Electric, Inc.	Emberg Underground Conduit			\$ 146,805	10/1/07			\$ 146,805	
Stetson Electric, Inc.	On-Site Removal of North Overhead Power Lines (Site Project)			\$ 400,000	5/12/08			\$ 400,000	
Striping Solutions	Striping					133,220	10/6/08	\$ 133,220	
Technicoat	Below Grade Waterproofing - S Podium			\$ 636,553	7/19/07			\$ 636,553	
Technicoat	Below Grade Waterproofing - Garage					162,635	7/13/07	\$ 162,635	
ThyssenKrupp	Vertical Transportation, Elevator and Escalator Work - Tower	\$ 32,322,734	6/15/07					\$ 32,322,734	
ThyssenKrupp	Vertical Transportation, Elevator and Escalator Work - Garage					9,616,752	3/28/07	\$ 9,616,752	

Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas



Subcontractor/Vendor	Scope of Work	Tower Amount	Exec'd	Podium/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed	Total Contracts & PO's
ThyssenKrupp	Vertical Transportation, Elevator and Escalator Work - Podium			\$ 13,975,748	3/28/07			\$ 13,975,748	
Tracy & Rider Landscape	Softscape/Hardscape/Fountains/Pools - Podium			\$ 38,171,691	5/2/07			\$ 38,171,691	
Union Erectors, LLC	Misc. Steel for Riviera Blvd. Façade			\$ 1,679,500	6/24/08			\$ 1,679,500	
Universal Piping, Inc.	Cooling Tower, Piping & Equipment for Central Plant					15,478,277	7/7/07	\$ 15,478,277	
VFC Lighting Protection	Lighting Protection for Tower/Garage/Podium			\$ 343,122	6/6/08			\$ 343,122	
W&W Steel	Design/Build Structural Steel & Metal Deck - Garage					87,811,848	3/20/07	\$ 87,811,848	
W&W Steel	Design/Build Structural Steel & Metal Deck - Podium			\$ 115,856,000	3/20/07			\$ 115,856,000	
Water FX	Spa Pools & Water Features			\$ 7,789,937	6/11/08			\$ 7,789,937	
Wells Cargo, Inc.	Onsite Wet Utilities - Site			\$ 579,357	9/20/08			\$ 579,357	
Wells Cargo, Inc.	Offsite Wet Utilities (Site Project)			\$ 543,629	10/1/07			\$ 543,629	
TOTAL CONTRACTS		\$ 574,570,494		\$ 550,985,586		\$ 395,844,678		\$ 1,521,400,758	

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Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas

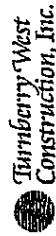


Subcontractor/Vendor	Scope of Work	Tower Amount	Exec'd	Podium/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed	Total Contracts & PO's
PURCHASE ORDERS									
ADT	Demo El Rancho Sign - Site							\$ 66,950	\$ 66,950
Abatix	Carpet Mask - Tower (In-house PO - Turnberry Execution Only)	\$ 31,679	9/18/08					\$ 31,679	\$ 31,679
Advanced Traffic Safety	Offsite Traffic Control (Site Only)								
Ahern Rental	Air Compressor			\$ 6,465	9/17/08			\$ 6,465	\$ 6,465
Allied Power Products	Parts & Labor to Increase Speed of Monorail System	\$ 10,580	10/1/08					\$ 10,580	\$ 10,580
Allied Trench Shoring	Shoring Rental			\$ 11,441	10/4/07			\$ 11,441	\$ 11,441
Architectural Materials	Porcelain Tile/Trim (Tower)	\$ 9,959,997	10/25/07					\$ 9,959,997	\$ 9,959,997
Architectural Materials	Porcelain Tile/Trim (Tower) (voided - revised see above)	\$ 3,644,940	9/25/07					\$ 3,644,940	\$ 3,644,940
B. Witt Concrete Cutting	Concrete Cutting			\$ 20,000	12/11/07			\$ 20,000	\$ 20,000
B. Witt Concrete Cutting	Chip & Rivet Bust					\$ 60,000	8/5/08	\$ 60,000	\$ 60,000
Cardiac Stone Works	Stone Slab Material Fabrication Package	\$ 1,753,859	11/12/07					\$ 1,753,859	\$ 1,753,859
Carbonair	Dewatering Filtration System			\$ 96,826	9/5/08			\$ 96,826	\$ 96,826
Cashman Equipment	UPS System - Podium			\$ 287,883	1/29/08			\$ 287,883	\$ 287,883
Cashman Equipment	UPS System - Garage					\$ 70,555	1/31/08	\$ 70,555	\$ 70,555
Cherokee Erecting Company	Mini Crawler Rental	\$ 49,300	10/16/08					\$ 49,300	\$ 49,300
Codal Electric Supply	Light Fixture Package - Garage					\$ 495,517	4/9/08	\$ 495,517	\$ 495,517
Collings Interior	F&I Vanities, Sub-Frames, Aprons & Under Counter Sinks	\$ 2,125,330	10/15/07					\$ 2,125,330	\$ 2,125,330
Concrete Coring of Nevada	Concrete Curing			\$ 80,000	10/20/08			\$ 80,000	\$ 80,000
Concrete Slab Investigations	Concrete X-Rays			\$ 5,000	1/15/08			\$ 5,000	\$ 5,000
Cummins Rocky Mountain	Generators/Switchgear					\$ 4,287,486	4/18/08	\$ 4,287,486	\$ 4,287,486
Deco Foam	Extruded Foam			\$ 41,114	2/14/08			\$ 41,114	\$ 41,114
Desert Fire Protection	Flow Test Hydrants			\$ 945	5/22/08			\$ 945	\$ 945
Desert Lumber	Lumber for Telecom Rooms on Retail Mechanical			\$ 3,441	5/19/08			\$ 3,441	\$ 3,441
Econ Appliance	Microwave Ovens and Disposals	\$ 551,198	9/14/08					\$ 551,198	\$ 551,198
Fibwrap	Repair of Precast Double Tees					\$ 32,864	8/18/08	\$ 32,864	\$ 32,864
GG Construction	Temporary Fence (Site & Wet n Wild)	\$ 120,400	1/8/08					\$ 120,400	\$ 120,400
Grizzly Material Testing	Structural X-Rays & Testing	\$ 203,750	4/3/08					\$ 203,750	\$ 203,750
Grizzly Material Testing	Structural X-Rays & Testing	\$ 11,000,000	8/19/08					\$ 11,000,000	\$ 11,000,000
Illuminating Concepts	Light Fixtures	\$ 43,073	1/18/08					\$ 43,073	\$ 43,073
Ital Stone, Inc.	Marble Tiles								
Ital Stone, Inc.	Marble Tiles (Calacatta Gold)	\$ 934,193	2/6/08					\$ 934,193	\$ 934,193
Ital Stone, Inc.	Frosty Glass Tile Mosaics	\$ 271,530	2/6/08					\$ 271,530	\$ 271,530
Ital Stone, Inc.	Granite Slabs (Antique Brown)	\$ 305,471	2/6/08					\$ 305,471	\$ 305,471
Ital Stone, Inc.	Marble Tiles (Galala)	\$ 227,784	2/6/08					\$ 227,784	\$ 227,784
Ital Stone, Inc.	Black Pebble River Stone Tile	\$ 19,530	3/25/08					\$ 19,530	\$ 19,530
Ital Stone, Inc.	Floor, Walls & Counter Top Stone Materials	\$ 271,700	3/25/08					\$ 271,700	\$ 271,700
Ital Stone, Inc.	Marble Tiles - Studio Shower Floor & Condo 1 Bedroom Shower Floor	\$ 183,283	5/1/08					\$ 183,283	\$ 183,283
Ital Stone, Inc.	Retail Promenade Stone			\$ 1,449,017	7/22/08			\$ 1,449,017	\$ 1,449,017
Ital Stone, Inc.	Glass Mosaic								
Ital Stone, Inc.	Black Absolute Granite Tiles	\$ 137,853	7/14/08					\$ 137,853	\$ 137,853
Ital Stone, Inc.	Black Absolute Granite Tiles	\$ 36,689	9/16/08					\$ 36,689	\$ 36,689
JBA Consulting	Soil Saffing Design					\$ 2,500	11/5/08	\$ 2,500	\$ 2,500
Luiz Trucking	Soil Supplier			\$ 25,000	12/12/07			\$ 25,000	\$ 25,000
M3 Procurement & Design	Condominium Kitchen Cabinets	\$ 3,084,590	7/1/08					\$ 3,084,590	\$ 3,084,590
Miele, Inc.	Condominium Cook Tops & Speed Ovens	\$ 853,367	7/14/08					\$ 853,367	\$ 853,367
Morris Shea	8" Micropiles - Garage & Convention Center					\$ 110,700	1/28/08	\$ 110,700	\$ 110,700

Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas



Subcontractor/Vendor	Scope of Work	Tower Amount	Exec'd	Podium/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed	Total Contracts & PO's
Morris Shea	8" Micropiles - Emergency Ramp					\$ 135,450	1/28/08	\$ 135,450	
Mundee Trucking	Trucking			\$ 25,000	12/12/07			\$ 25,000	
Nevada Power Company	Repair Wires			\$ 16,462	2/20/08			\$ 16,462	
Nevada Power Company	Overhead to Underground on Las Vegas Blvd.			\$ 231,607	6/17/08			\$ 231,607	
Official Security	Pedestrian Walkway Security			\$ 17,942	10/6/08			\$ 17,942	
Performance Contracting, Inc.	Expansion Joint			\$ 1,167	1/25/08			\$ 1,167	
Portobello American, Inc.	Wall Tile/Floor Tile	\$ 2,468,866	12/20/07					\$ 2,468,866	
Republic Towers & Hoist	Crane & Manlift Rental	\$ 9,293,600	9/22/08	\$ 1,380,080	9/22/08	\$ 695,866	9/22/08	\$ 11,369,545	
Republic Towers & Hoist	Crane & Manlift Rental	\$ 9,379,207	5/15/07	\$ 670,744	5/15/07	\$ 168,068	5/15/07	\$ 10,218,018	
Rinker	Hard Rock Concrete Material for Pile Caps/Columns/Slabs - Tower	\$ 21,768,985	5/16/07					\$ 21,768,985	
Rinker	Hard Rock Concrete Material for Walls/Topping Slabs- Garage								
Rinker	Hard Rock Concrete Material for Metal Deck/Columns - Podium					\$ 5,225,804	5/16/07	\$ 5,225,804	
Rise & Shine Lighting	Condo Studio Art Niche Light	\$ 18,837	9/24/08	\$ 10,032,872	5/24/07			\$ 10,032,872	
Roman Industries	Foam Slabs			\$ 8,437	1/23/08			\$ 8,437	
Roman Industries	Foam Slabs			\$ 5,814	5/12/08			\$ 5,814	
Roman Industries	Foam Slabs			\$ 35,721	7/14/08			\$ 35,721	
SMES SNC	Polished Marble Slabs for Fabrication of Vanity Counter Tops	\$ 763,113	10/31/07					\$ 763,113	
Signal-Rite	Monorail Hoisting System for Glass Installation	\$ 158,370	7/13/08					\$ 158,370	
Southern Nevada Paving	Demo /Excavation/Backfill of Wheel Wash (Wet 'n Wild)			\$ 32,860	8/16/07			\$ 32,860	
Southern Nevada Paving	Trucking	\$ 30,566	9/24/08					\$ 30,566	
Stetson Electric, Inc.	F.A.S.T. System & Lighting			\$ 140,506	12/12/08			\$ 140,506	
Sunrise Utilities	Potholing					2,884	3/4/08	\$ 2,884	
Sun Valley Electric	Electrical Fixtures & Equipment - Garage			\$ 363,363	See Note	\$ 363,363	See Note	\$ 363,363	
Sun Valley Electric	Culter Hammer Power Package - Podium			\$ 2,796,104	2/6/08			\$ 2,796,104	
Syracuse Castings West	Ejector Pit Lids			\$ 112,974	12/19/07			\$ 112,974	
Syracuse Castings West	Ejector Pit Lids			\$ 6,767	1/28/08			\$ 6,767	
ThyssenKrupp Salway	Pedestrian Walkway			\$ 7,163	9/23/08			\$ 7,163	
Turnberry West Const*	Electrical Fixtures & Equipment - Garage					\$ 11,136,637	See Note	\$ 11,136,637	
Turnberry West Const*	Electrical Fixtures & Equipment - Podium			\$ 12,500,000	See Note			\$ 12,500,000	
Tuscany Collection	Bleazza Neferitti Mix Oro Glas Mosaic	\$ 45,967	7/24/08					\$ 45,967	
UNLV	Testing Services of Sound Transmission Loss					\$ 13,500	2/11/08	\$ 13,500	
VFC Lighting Protection	Lighting Protection Grounding			\$ 30,000	3/13/08			\$ 30,000	
Valley Crest Landscape	Plant Replacement/Install Temporary Mainline SW Corner of Tower 1			\$ 18,065	8/17/07			\$ 18,065	
WACO Scaffolding	Scaffold Rental @ Stair Shafts			\$ 12,776	10/1/08			\$ 12,776	
White Cap Construction	Barricades					\$ 37,238	9/8/08	\$ 37,238	
Zaitan Systems, Inc.	Glazed Aluminum Curtain Walls & Fixed Window Materials	\$ 42,022,500	5/22/07					\$ 42,022,500	
TOTAL Purchase Orders		\$ 121,770,104		\$ 30,227,412		\$ 22,856,488		\$ 174,854,014	
	Total Fully Executed	\$ 696,340,598		\$ 581,212,998		\$ 418,701,176		\$ 1,696,254,772	



Executed Contracts and PO's
Fontainebleau Resorts, Las Vegas

Subcontractor/Vendor	Scope of Work	Tower Amount	Exec'd	Podium/Site Amount	Exec'd	Garage Amount	Exec'd	Total Executed	Total Contracts & PO's
Bonds**								\$ 3,081,332	
Voided	Voided Architectural Material Tower PO - See Above	\$ (3,785,340)						\$ (3,785,340)	
Change Orders	All Executed Subcontract Change Orders	\$ 28,338,238.05		\$ 36,354,013		\$ 28,490,754		\$ 94,183,005	
General Conditions	Spent to Date as of 4-30-08 (less Grants/Manlifts)							\$ 56,370,652	
	Total Fully Executed	\$ 721,913,437		\$ 617,667,011		\$ 447,191,960		\$ 1,856,124,462	203
	Total Commitments								

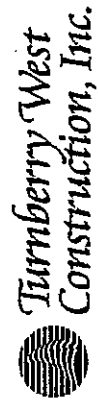
* TWC will be purchasing this equipment and assigning to Conit Electric to install.
 **Desert Plumbing all Scopes of Work - TWC, IVI and JBA will monitor work in place and issue confirmation to Bank of America quarterly.
 ***Gallagher Kaiser to have Surety inspection on 10/16/07; letter and Cash Flow on file for Progress regarding Podium Bond.
 New Contract Value to: OCD 36 for Podium; 63 for Garage; 16 for GC's; 25 for Tower; 10 for LEED; 13 for Site \$ 1,884,458,423
 Percent Committed 98.50%

Current Project Values
 \$ 17,275,127 Site
 \$ 704,196,971 Tower
 \$ 441,533,321 Garage/Cen
 \$ 6,000,000 Bonds
 \$ 715,451,003 Podium
 \$ 1,884,458,423 Total Const
 \$ 46,000,000 OCIP
 \$ 76,581,055 General Car
 \$ 12,546,438 LEED
 \$ 2,015,585,916 Total Budget

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “K”



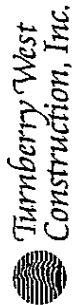


Anticipated Costs for Fontainebleau Resorts, Las Vegas December 2008

Summary						
LEED 10600	Site 10100	Tower 10200	Garage 10300	Podium 10800	General Conditions 10400	Totals
Contract as of April 08	\$ 17,614,479.18	\$ 15,156,097.66	\$ 630,283,991.02	\$ 383,691,624.52	\$ 650,074,362.29	\$ 1,792,462,642.44
May Owner Change Orders	\$ -	\$ -	\$ -	\$ -	\$ 53,165,734.83	\$ 53,165,734.83
June Owner Change Orders	\$ -	\$ 1,703,093.45	\$ 8,656,953.11	\$ 20,538,391.61	\$ 1,136,524.00	\$ 23,935,962.17
July Owner Change Orders	\$ -	\$ -	\$ -	\$ 3,578,300.47	\$ 18,032,353.00	\$ 21,610,653.47
Aug Owner Change Orders	\$ -	\$ -	\$ 24,542,318.00	\$ 4,474,243.95	\$ -	\$ 29,016,561.95
Sept Owner Change Orders	\$ (5,068,040.73)	\$ -	\$ 21,701,347.28	\$ 10,599,253.25	\$ 6,659,841.25	\$ 28,860,391.83
Oct Owner Change Orders	\$ -	\$ -	\$ -	\$ 14,246,992.52	\$ (4,898,389.50)	\$ 9,348,603.02
Nov Owner Change Orders	\$ -	\$ -	\$ 17,472,684.00	\$ 3,311,126.00	\$ (17,397,398.00)	\$ 84,412.00
Dec Owner Change Orders	\$ -	\$ 415,935.73	\$ 1,541,678.00	\$ 1,093,389.00	\$ 8,677,975.50	\$ 11,628,978.23
Current Owner Contract	\$ 12,546,438.45	\$ 17,275,126.84	\$ 704,198,971.41	\$ 441,533,321.32	\$ 715,451,003.37	\$ 1,969,585,916.16
Anticipated Additional Costs	\$ -	\$ 1,048,329.82	\$ 5,589,134.89	\$ 4,961,047.13	\$ 19,600,946.17	\$ 21,200,358.01
Anticipated Final Costs	\$ 12,546,438.45	\$ 18,323,456.66	\$ 709,788,106.30	\$ 446,494,368.45	\$ 735,051,949.54	\$ 2,009,484,626.52

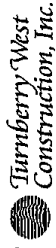
Current Anticipated Owner Equily Expenditures	\$ -	\$ 588,329.82	\$ 50,005.89	\$ 189,076.79	\$ 12,314,335.17	\$ 13,141,747.67
Anticipated Contingency Expenditures	\$ -	\$ 460,000.00	\$ 5,539,129.00	\$ 4,771,970.34	\$ 7,286,611.00	\$ 18,068,030.34
Total	\$ -	\$ 1,048,329.82	\$ 5,589,134.89	\$ 4,961,047.13	\$ 19,600,946.17	\$ 21,200,358.01

Anticipated Contingency Summary	
Current Conting. Balance w/out Owner Equity as of Dec 08	\$ 77,271,570.88
Anticipated Use of Contingency as of Dec 08	\$ (26,756,862.69)
Anticipated Balance of Contingency	\$ 50,514,708.19



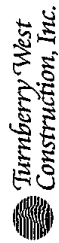
**Fontainebleau Resorts, Las Vegas
Site
Pending Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Costs
2	VOID	Offsite Sanitary Sewer consists of piping to +/- 5' outside of the building. Anticipates All Sanitary to Riviera (ROM)	02-530	Pending	Design Development	\$ 305,961.27
3	VOID	Storm Drainage (Dewatering Discharge to LVB Storm Drain)	02-630	Wells Cargo, Inc.	Design Development	\$ -
5A	ISSUED	N Overhead Power Lines to Underground (Project ID 187278) Rev 2	02-785	Stetson Electric	County Requirement	\$ -
5B	ISSUED	Balance of Costs Associated with N Overhead Power Lines to Underground (Project ID 187278) Rev 2	02-785	Stetson Electric	County Requirement	\$ -
6	Possible Void	Add Shared Cost of Natural Gas Service (ROM)	02-620	SW Gas	County Requirement	\$ 277,000.00
7	VOID	Storm Drain - North and South (30" diameter storm drainage to bubblers)	02-630	Wells Cargo, Inc.	Design Development	\$ -
8	VOID	Storm Drain - North and South (60" diameter pipe for the North drain)	02-630	Wells Cargo, Inc.	Design Development	\$ -
9	Pending	Asphaltic Concrete Paving (Oil Escalation Costs)	02-513	TBD	Design Development	\$ 460,000.00
10	ISSUED	Nevada Power Revisions #3 to Highland service	02-785	Stetson Electric	County Requirement	\$ -
12	ISSUED	Lower Two Water Laterals on Riviera to provide cover required by LVVWD Standards	02-510	Wells Cargo, Inc.	Design Development	\$ -
14	ISSUED	Offsite Electrical - Added cost for Field Conditions in Riviera Blvd - NPC Plan #184610 Rev 5	02-785	Stetson Electric	Nevada Power	\$ -
15	ISSUED	Concealed Field Conditions in Las Vegas Blvd & Riviera Blvd - NPC Plan #180955 Revision 6 dated 02/16/08	02-785	Stetson Electric	Nevada Power	\$ 5,368.55
16A	ROM	Reduced Potential OCIP Credits due to Major Operation is Offsite Work	20-500	OCIP	Owner	\$ 219,295.00
16B	ROM	Credit of Sales Office OCIP to Offset Difference for Site OCIP - Reduced Potential Credits due to Majority of Work Offsite.	20-500	OCIP	Owner	\$ (219,295.00)
17	ISSUED	Dismantle/Remove El Rancho Sign	02-452	Advanced Demo Tech	Field Condition	\$ -
19	ISSUED	Offsite Electrical - Add Conduit for Overhead Relocation; Existing Conduits Full - NPC Plan #184610 Rev 6	02-785	Stetson Electric	Nevada Power	\$ -
21	ISSUED	Las Vegas Blvd LVVWD Water Service Crossing Revisions	02-510	Wells Cargo, Inc.	Nevada Power	\$ -
23	ISSUED	Additional Cost Due to NPC Plan #184610 Rev 9, dated 7/21/08	02-785	Stetson Electric	Nevada Power	\$ -
32	ISSUED	Additional Wells in Garage for Deep Excavations - Plumbing Allowance	02-401	Desert Plumbing	Field Condition	\$ -
Totals						\$1,048,330
Balance of Anticipated Required Owner Equity						\$ 588,329.82
Current Anticipated Conting						\$ 460,000.00



Fontainebleau Resorts, Las Vegas
Site
Anticipated Cost Report

Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent without Commitment	Remaining to Buy out	Pending LEED/OCIP Deducts	Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Revised Budget
Division 2 - SITEWORK														
100SNP020501	02-050	Onsite Demolition/Dewatering/Excavation/Removal	Southern Nevada Paving	\$ 531,504.00	\$ 457,922.28	\$ 944,516.00	\$ (619,784.87)					\$ 324,731.13	-38.90%	\$ 8.09%
100DES020501	02-050	Onsite Waterline Demo	Dessert Plumbing & Heating			\$ 3,647.64		\$ 7,795.45				\$ 11,444.09	1000.00%	6.00%
100AD1020801	02-080	Dispose of Asbestos Floor, Tile from Sheek Shack	Advanced Demo Tech (ADT)			\$ 2,000.00						\$ 2,000.00	1000.00%	0.00%
	02-110	Excavation, Removal & Handling		\$ 153,200.00		\$ 9,428,418.00	\$ (9,428,418.00)						-1000.00%	0.00%
	02-210	Fine Grading		\$ 425,618.00		\$ 235,238.50			\$ 235,238.50				-44.73%	0.00%
100LUV022101	02-210	Trucking	Lutz Trucking			\$ 7,132.50						\$ 7,132.50	1000.00%	0.00%
100SNP020501	02-401	Dewatering	Southern Nevada Paving	\$ 1,330,000.00	\$ 2,061,298.38	\$ 1,330,000.00	\$ 690,833.11			\$ (14,507.50)		\$ 2,006,325.61	50.85%	\$ 63.77%
100DES024011	02-401	Temporary Site Dewatering Pipe Repair/Replacement	Dessert Plumbing & Heating			\$ 50,000.00	\$ 148,259.13			\$ (4,163.44)		\$ 194,095.69	1000.00%	\$ 20.32%
100WH024011	02-401	2" Dewatering Pump & Replace Pump Accessories	White Cap			\$ 323.00	\$ 322.95					\$ 322.95	1000.00%	\$ 0.22%
SIWH1080004	02-401	Replace Pump & Accessories	White Cap			\$ 359.00	\$ 358.94					\$ 358.94	1000.00%	\$ 0.00%
	02-401	Dewatering Supplies	Attern					\$ 3,548.88				\$ 3,548.88	1000.00%	\$ 1.02%
	02-401	Dewatering Supplies	Baker Corp					\$ 4,697.10				\$ 4,697.10	1000.00%	\$ 1.00%
100DES024011	02-402	Temp. Charcoal Filter	Dessert Plumbing & Heating				\$ 72,470.00			\$ (1,521.87)		\$ 70,948.13	1000.00%	\$ 10.00%
100CAR024021	02-402	Dewatering Filtration System	Carbonair									\$ 96,825.58	1000.00%	\$ 1000.00%
100FIS024021	02-402	T&M Dewatering Filtration System Power	FISK			\$ 960.00		\$ 88.05				\$ 968.05	1000.00%	\$ 1000.00%
100RQA024461	02-446	Offsite Traffic Control										\$ 960.00	1000.00%	\$ 1000.00%
100AD1024521	02-452	Dismantle/Remove El Rancho Sign	Advanced Demo Tech (ADT) to WV	\$ 7,200.00	\$ 7,200.01	\$ 66,950.00	\$ 6,803.34					\$ 73,753.34	1000.00%	\$ 9.35%
100WEL025101	02-510	Water Distribution	Wells Cargo, Inc.	\$ 1,066,757.00	\$ 875,248.00	\$ 428,633.00	\$ (190,993.98)		\$ 47,600.40	\$ (1,761.66)		\$ 283,467.76	-73.43%	\$ -67.61%
100DES025101	02-510	Flow Test Hydrants	Dessert Fire			\$ 945.00	\$ 945.00					\$ 945.00	1000.00%	\$ 0.00%
100WEL025301	02-510	Onsite Wet Utilities	Wells Cargo, Inc.	\$ 579,388.00	\$ 575,388.01	\$ 249,000.00	\$ 249,000.00					\$ 595,368.72	71.80%	\$ 7.89%
	02-513	Onsite AC Paving		\$ 24,797.00	\$ 24,797.01				\$ 24,797.00	\$ (1,050.05)		\$ 23,746.95	-4.23%	\$ -100.00%
	02-577	Payment Markings		\$ 625,000.00		\$ 0.01	\$ 373,089.00					\$ 373,089.00	-55.33%	\$ -100.00%
	02-581	Power to Dewatering Walls		\$ 195,000.00	\$ 172,731.00				\$ 172,731.00	\$ (7,314.42)		\$ 165,416.58	-15.17%	\$ -100.00%
	02-620	Utility Services		\$ 1,642,190.00	\$ 662,190.00	\$ 62,276.00	\$ (62,276.00)					\$ 103,928.00	-55.33%	\$ -100.00%
100WEL025101	02-630	Storm Drainage	Wells Cargo, Inc.			\$ 330,357.00	\$ (9,937.25)					\$ 445,672.81	1000.00%	\$ 0.16%
100WEL026301	02-630	Onsite Wet Utilities	Wells Cargo, Inc.	\$ 603,200.00	\$ 613,600.00	\$ 59,700.00	\$ 38,114.94					\$ 184,628.43	73.98%	\$ 1.01%
100WEL025101	02-710	Sanitary Sewer	Wells Cargo, Inc.			\$ 191,724.00	\$ (7,095.57)					\$ 184,628.43	-3.70%	\$ -100.00%
	02-770	Curb & Gutter		\$ 400,000.00	\$ 400,000.00	\$ 400,000.00			\$ 400,000.00	\$ (14,803.71)		\$ 385,196.29	-3.70%	\$ -100.00%
	02-775	Sidewalks				\$ 101,044.00						\$ 101,044.00	1000.00%	\$ 0.00%
100EMB027801	02-780	Relocate Existing Aerial Cables on Riviera Blvd	Embarco Construction			\$ 457,239.00	\$ 146,695.00					\$ 445,750.06	1000.00%	\$ 4.51%
100STE025811	02-780	Embarco Underground Conduit	Stetson Electric			\$ 2,852,634.00	\$ 2,461,301.00					\$ 2,570,629.18	0.68%	\$ -0.68%
100STE027851	02-785	Offsite Conduit Feed from NV Power's Swenson Substation to Project	Stetson Electric			\$ 3,211,407.29	\$ 2,455,404.00					\$ 3,197,659.22	1000.00%	\$ 0.45%
100STE027852	02-785	Offsite Conduit Feed from NV Power's Highland Substation to Project	Stetson Electric			\$ 1,780,745.98	\$ 440,350.98					\$ 1,630,040.98	1000.00%	\$ 0.77%
100STE027853	02-785	Offsite Overhead Utilities Lines to Underground to Project-Riviera	Stetson Electric			\$ 400,000.00	\$ 27,002.99					\$ 426,824.04	1000.00%	\$ -11.91%
100STE027861	02-785	NPC Night Overhead Power Lines	Stetson Electric			\$ 231,607.00						\$ 232,606.75	1000.00%	\$ 0.43%
100NEV027881	02-788	Overhead to Underground	Nevada Power	\$ 738,000.00				\$ 999.75				\$ 118,197.48	0.00%	\$ -0.00%
	02-815	Fountains		\$ 122,740.00	\$ 122,740.01				\$ 122,740.00	\$ (4,542.52)		\$ 118,197.48	-3.70%	\$ -100.00%
	02-840	Walk, Road Parking Appurt		\$ 91,000.00								\$ 91,000.00	1000.00%	\$ 0.00%
	02-870	Site Furnishings		\$ 1,087,500.00	\$ 1,087,500.01	\$ 140,506.00			\$ 946,994.00	\$ (40,247.59)		\$ 1,318,975.41	21.25%	\$ 0.29%
100TEA028001	02-800	FAST System Lighting	Stetson Electric	\$ 9,638,150.00								\$ 9,638,150.00	1000.00%	\$ 0.00%
	02-900	Softscape/Irrigation/Fountains/Roots (Moved to Pedium)	Tracy & Ryter Landscaping	\$ 335,975.00								\$ 335,975.00	1000.00%	\$ 0.00%
	02-945	Planter Drainage										\$ 17,140.21		\$ -21.07%
Division 2 - Concrete				\$ 6,220,688.00	\$ 6,220,688.00	\$ 20,746,508.61	\$ (6,505,959.76)	\$ 17,140.21	\$ 4,182,483.90	\$ (211,932.34)	\$ 1,652,916.55	\$ 17,791,167.17	-21.07%	\$ -100.00%
	03-120	Architectural Formwork		\$ 6,220,688.00								\$ 6,220,688.00	1000.00%	\$ -100.00%
Division 3 - Masonry				\$ 461,570.00								\$ 461,570.00	1000.00%	\$ 0.00%
	04-050	Masonry Units		\$ 892,700.00								\$ 892,700.00	1000.00%	\$ 0.00%
	04-400	Stone		\$ 1,314,270.00								\$ 1,314,270.00	1000.00%	\$ 0.00%
Division 4 - METALS				\$ 900,000.00								\$ 900,000.00	1000.00%	\$ 0.00%
	05-520	Handrails/Railings		\$ 900,000.00								\$ 900,000.00	1000.00%	\$ 0.00%



Fontainebleau Resorts, Las Vegas
Site
Anticipated Cost Report

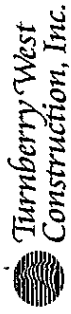
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Remaining to Buy out	Pending LEED/OICIP Deducts	Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Revised Budget
DIVISION 6 - WOODS & PLASTICS														
	06-100	Rough Carpentry		\$ 500,000.00	\$ -	\$ -	\$ -	\$ 319.00				\$ -	-1000.00%	1000.00%
	06-341	(1) 50 lb Box of Nails	Abatix	\$ -	\$ -	\$ 64.65	\$ -					\$ 64.65	1000.00%	1000.00%
	06-341	(1) 50 lb Box of Nails (16d Cun Nails)	Abatix	\$ -	\$ -	\$ 64.40	\$ -					\$ 64.40	1000.00%	1000.00%
	06-600	Equipment Rental		\$ -	\$ -	\$ -	\$ -	\$ 216.84				\$ -	1000.00%	1000.00%
		Division 6 Woods & Plastics Totals		\$ 500,000.00	\$ -	\$ 129.05	\$ -	\$ 535.84	\$ -	\$ -	\$ -	\$ 664.89	-99.87%	1000.00%
DIVISION 7 - THERMAL/MOISTURE														
	07-100	Waterproofing		\$ 915,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	1000.00%
DIVISION 10 - SPECIALTIES														
	10-050	Specialties		\$ 1,350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	1000.00%
		Division 10 Specialties Totals		\$ 1,350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	1000.00%
DIVISION 13 - Special Construction														
	13-100	Lighting Protection		\$ 20,221,694.00	\$ -	\$ -	\$ (13,101.01)	\$ -	\$ -	\$ -	\$ -	\$ 330,020.99	-1000.00%	1000.00%
	13-150	Pools		\$ 20,221,694.00	\$ -	\$ 343,122.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	1000.00%
		Division 13 Special Construction Totals		\$ 20,221,694.00	\$ -	\$ 343,122.00	\$ (13,101.01)	\$ -	\$ -	\$ -	\$ -	\$ 330,020.99	-1000.00%	1000.00%
DIVISION 16 - Electrical														
	16-211	Nevada Power to Replace Wire Las Vegas Blvd (B/C SNP)		\$ -	\$ 16,462.00	\$ 16,462.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,462.07	1000.00%	1000.00%
	16-500	Lighting		\$ 300,000.00	\$ -	\$ -	\$ -	\$ -	\$ 236,457.00	\$ (8,750.22)	\$ -	\$ -	-100.00%	0.00%
	16-520	Exterior Luminaires		\$ -	\$ 236,457.00	\$ 236,457.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-100.00%	0.00%
	16-600	Special Systems		\$ 850,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-100.00%	0.00%
		Division 16 Electrical Totals		\$ 1,150,000.00	\$ 252,919.01	\$ 252,919.01	\$ -	\$ -	\$ 236,457.00	\$ (8,750.22)	\$ -	\$ 244,168.85	-83.87%	1000.00%
DIVISION 17 - Misc Charges														
	17-010	Misc. Labor	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 44,373.44	\$ (44,373.44)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-020	Union Benefits	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 102,686.71	\$ (92,603.67)	\$ -	\$ -	\$ 9,883.04	0.00%	0.00%
	17-030	Payroll Taxes	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 19,756.72	\$ (19,756.72)	\$ -	\$ -	\$ -	0.00%	0.00%
	100THY10601	17-060 Pedestrian Walkway Collapse	ThyssenBorway	\$ -	\$ -	\$ 7,162.50	\$ 39,653.34	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	100.00%
	100OFF10601	17-060 Pedestrian Walkway Security	Official Security	\$ -	\$ -	\$ 17,941.90	\$ -	\$ -	\$ (17,941.90)	\$ -	\$ -	\$ -	0.00%	100.00%
	SIDES06044	17-060 Lumber for Pedestrian Walkway Repairs	Desert Lumber	\$ -	\$ -	\$ 2,082.83	\$ -	\$ -	\$ (2,082.83)	\$ -	\$ -	\$ -	0.00%	100.00%
	17-060	Pedestrian Walkway Collapse	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 99,821.64	\$ -	\$ -	\$ -	\$ 99,821.64	0.00%	100.00%
	17-100	Construction BC Clean-up Labor	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 39,725.71	\$ (39,725.71)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-341	Small Tools	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 992.14	\$ (992.14)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-360	Equipment Rental	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 9,227.29	\$ -	\$ -	\$ -	\$ 9,227.29	0.00%	0.00%
	17-365	Operators	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 42,633.57	\$ (42,633.57)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-932	Safety Field Carpenter	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 9,231.36	\$ (9,231.36)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-933	Safety Laborers	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 368,027.68	\$ (315,936.16)	\$ -	\$ -	\$ 116,951.97	1000.00%	1000.00%
		Division 17 Misc Charges		\$ -	\$ -	\$ 27,187.23	\$ 39,653.34	\$ 368,027.68	\$ (315,936.16)	\$ -	\$ -	\$ 116,951.97	1000.00%	1000.00%
DIVISION 20 - OICIP														
	20-500	OICIP		\$ (1,180,000.00)	\$ (242,064.39)	\$ -	\$ -	\$ -	\$ -	\$ (161,487.21)	\$ -	\$ (161,487.21)	-1000.00%	0.00%
		Division 20 OICIP Totals		\$ (1,180,000.00)	\$ (242,064.39)	\$ -	\$ -	\$ -	\$ -	\$ (161,487.21)	\$ -	\$ (161,487.21)	-1000.00%	0.00%
DIVISION 21 - LEED														
	21-200	Benefit of LEED		\$ -	\$ (200,795.17)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	0.00%
		Division 21 LEED Totals		\$ -	\$ (200,795.17)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	0.00%
		TOTAL Garage		\$ 54,269,686.00	\$ 17,275,126.84	\$ 21,133,408.96	\$ (8,479,407.43)	\$ 385,703.63	\$ 4,103,004.72	\$ (382,168.77)	\$ 1,562,916.65	\$ 18,323,456.66	-66.24%	106.00%
		Anticipated Cost over Revised Budget		\$ -	\$ -	\$ 1,048,329.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Fontainebleau Resorts, Las Vegas
Tower
Pending Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Costs
1	ROM - Pending	Additional Quantity of Concrete Required over Original Estimate (A/E drawing rev's 1-9)	03-050	Rinker	Structural Changes	\$ -
02A	Approved	Misc. Steel Revisions and Field Modifications	03-210	Century Steel - Rebar	Field Conditions	\$ 49,321.00
02B	ISSUED	Added Vertical Reinforcing - Structural Changes TASI #007 & SSK-07	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added Reinforcing/Couplers at Lines T26 & T24 - Added Embeds	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added Embed Plates at T2 Overhang per TASI #040	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added PT Cables per Delta 3A Structural	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added Pile Cap Reinforcing per Delta 5 Structural	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added Reinforcing per Delta 5 Structural	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added Reinforcing per Delta 9 Structural	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added Reinforcing per Delta 10 Structural	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Added Reinforcing Labor/Material - Elevation Changes at Casino Mechanical Level	03-210	Century Steel - Steel	Design Development	\$ -
02B	ISSUED	Slab Edge Extension at T2	03-210	Century Steel - Steel	Design Development	\$ -
02C	ISSUED	Slab Extension at T2 Overhang	03-300	Colasanti	Design Development	\$ -
02D	ISSUED	Elevation Change at Casino Mechanical Level	03-300	Colasanti	Design Development	\$ -
04	ISSUED	Additional Grinding at Back of House Ceilings to Eliminate Drywall Ceilings	03-300	Colasanti	Design Development	\$ -
04	ISSUED	ASI 083 Rework Formwork - Slab Pour at T13 & T14 on T16	03-300	Colasanti	Design Development	\$ -
06A	ISSUED	Low Density Fireproofing as required for the Tower Elevator Lobbies up the Tower	07-250	Aderholt	Design Development	\$ -
6B	ROM - Pending	Fireproof Added Roof Tonnage Based on Penthouse Steel Design	07-250	Aderholt	Design Development	\$ -
07A	ISSUED	Add Rubber Walkway for Emergency Penthouse Egress to Stairs 1 & 3		Eberhard	Design Development	\$ -
07A	ISSUED	Added Penthouse Terrace Pavers @ Pedestal System		Eberhard	Design Development	\$ -
07A	ISSUED	Added Roofing Boots for BMU Steel Column Supports Penetrating Roof		Eberhard	Design Development	\$ -
07B	ISSUED	Provide Waterproofing Membrane at T2 Overhang		Eberhard	Design Development	\$ -

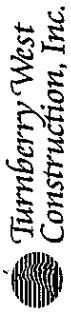
**Fontainebleau Resorts, Las Vegas
Tower
Pending Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Costs
08A	ISSUED	Add InnComm ALL Units (IR Entry Hardware Only)		Architectural Materials	MEP	\$ -
9	Approved	Misc Concrete Reinforcing Revisions & Field Modifications	03-210	Century Steel - Rebar	Field Conditions	\$ 136,293.00
10A	ROM - Pending	Misc. Curtain Wall Revisions - Engineering and Detailing	08-900	Zetian Systems	Design Development	\$ -
10B	ISSUED	Provide Curtain Wall @ North Elevation - Eliminate Knee Wall	08-900	Zetian Systems	Design Development	\$ -
11	Approved	Misc. Forming and Placement Revisions	03-300	Colasanti	TWC - Field Conditions	\$ 240,175.00
12	Approved	Tower HVAC - Energy Transfer Station	15-700	Bombard Mechanical	MEP	\$ 3,028,374.00
20	ISSUED	(2) Service Cars Stop at Every Floor per IBC 2006	14-100	ThyssenKrupp	County Requirement	\$ -
21A	ISSUED	Add Sprinklerheads to Patios @ Pool Deck Level	15-400	Desert Plumbing	MEP	\$ -
21B	ISSUED	Sprinkler Additions - Revision 8	15-400	Desert Plumbing	MEP	\$ -
21C	ISSUED	Added Firehose Valve Lockable Covers	15-400	Desert Plumbing	MEP	\$ -
23A	ISSUED	Added FCU's and Ductwork in Revision 8	16-200	Bombard Electric	Design Development	\$ -
23B	ISSUED	Add 6' Whips to FCU's for Relocated T-Stats in King Rooms	16-200	Bombard Electric	Design Development	\$ -
23C	ISSUED	Credit for T-Stats Due to InnComm by Owner	16-200	Bombard Electric	Design Development	\$ -
23D	ISSUED	Added Testing of SA Risers per Fire Protection Report	16-200	Bombard Electric	Design Development	\$ -
24A	ISSUED	Added High Voltage Riser Conduit from Retail Mechanical to T31 and T62	16-200	Bombard Electric	MEP	\$ -
24A	ISSUED	Install Owner Furnished InnComm All Units (Conduit, Wire, Boxes, Cable, Testing)	16-200	Bombard Electric	MEP	\$ -
24B	ISSUED	Added Voice/Data & Time Clock Risers in Public Areas/Stairwells (Rev 5)	16-200	Bombard Electric	MEP	\$ -
24B	ISSUED	Add InnComm All Units (Conduit, Wire, Boxes, Cable, Testing)	16-200	Bombard Electric	MEP	\$ -
24C	ROM - Pending	Add wireless internet system at Guest Rooms (empty conduit only)	16-200	Bombard Electric	MEP	\$ -
24D	ROM - Pending	Wireless radio system infrastructure, TT0.08, detail A (empty conduit only)	16-200	Bombard Electric	MEP	\$ -
24E	ROM - Pending	Provide CP Boxes in Lieu of Vertical Feeds for Low Voltage - All Units	16-200	Bombard Electric	MEP	\$ -
29C	ROM - Pending	Added BMU Steel Additions at Roof	03-210	Century Steel - Steel	Structural Changes	\$ -



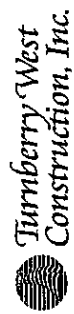
**Fontainebleau Resorts, Las Vegas
Tower
Pending Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Costs
29D	ROM - Pending	Added aluminum handrail and walk pads for emergency egress at Roof	03-210	Century Steel - Steel	County Requirement	\$ 50,000.00
29E	ISSUED	Permanent Roof horizontal Life Line System - OSHA requirement	03-210	Century Steel - Steel	County Requirement	\$ -
29A	ISSUED	Added Lintel Beams at Core Shear Walls	03-210	Century Steel	Design Development	\$ -
29B	ROM - Pending	Added stairs 4, 5 and 6 at Roof	03-210	Century Steel - Steel	Design Development	\$ -
30	ISSUED	Modify Framing on T3 & T4 (Rev 11)	07-250	Aderholt	Design Development	\$ -
33	ISSUED	Sprinkler Additions - Raise Condo Ceiling Bath to 7' 8" (Rev 11)	15-300	Desert Fire	MEP	\$ 0.43
90	ISSUED	Rework Link Beams @ Elevator Lobbies	03-210	Century Steel - Rebar	Field Conditions	\$ -
105	Pending	Reinforcing Deduct for 3/7/07 Structural Drawings	03-210	Century Steel - Rebar	A&E	\$ (325,301.00)
112	ISSUED	Ladders for OT Concrete Work	03-300	Colasanti	Field Conditions	\$ -
113	ISSUED	OT for Concrete Pour due to Weather Delay	03-300	Colasanti	Field Conditions	\$ -
137	Pending	Buy-out Coverage for Laundry/Trash Chutes	10-830	Laundry Accessories	Budget Bust	\$ 5,252.00
141	Pending	Structural Framing to Hang Energy Transfer Plant Valet Level Chilled Water Lines	03-210	Century Steel - Steel	MEP	\$ 104,689.00
154	ISSUED	Starter Track for Curtain Wall System	03-300	Colasanti	Field Conditions	\$ -
156	ISSUED	OT for Concrete Pour due to Weather Delay	03-300	Colasanti	Field Conditions	\$ -
162	Approved	Contract for Painting & Wall Covering (Drawing Revisions)	09-900	Midwest Pro Painting	Design Development	\$ 2,058,776.00
167	Approved	Contract for Toilet Accessories	10-810	Henri Specialties Co, Inc.	Budget Bust	\$ 241,550.00
173	ISSUED	OT for Passenger Elevator Core Vertical	03-210	Century Steel - Rebar	Field Conditions	\$ -
174	ISSUED	Elevator Shear Wall Width Reductions	03-210	Century Steel - Rebar	Field Conditions	\$ -
175	ISSUED	Raise Lintel Beams at Elevator Lobbies - Code Clearances	03-210	Century Steel - Rebar	County Requirement	\$ -
176	ISSUED	Reduce Width at Elevator Shear Walls Due to Conflicts	03-210	Century Steel - Rebar	Field Conditions	\$ -
177	ISSUED	Rebar Installation for K Rails	03-210	Century Steel - Rebar	Field Conditions	\$ -
191	ISSUED	Stressing Operators on PT Deck (Sunday DT)	03-210	Century Steel - Rebar	Field Conditions	\$ -



**Fontainebleau Resorts, Las Vegas
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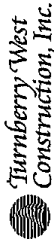
POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Costs
192	ISSUED	Revised Rebar & Link Beams at Passenger Cores	03-210	Century Steel - Rebar	Field Conditions	\$ -
193	ISSUED	Rebar Installation for K Rails	03-210	Century Steel - Rebar	Field Conditions	\$ -
194	ISSUED	Passenger Elevator Lobby Changes at Valet Level per ASI #95	03-210	Century Steel - Rebar	Design Development	\$ -
195	ISSUED	Form Savers for Pump Tower Block-outs	03-210	Century Steel - Rebar	Design Development	\$ -
197	ISSUED	OT Due to Weather Delays	03-210	Century Steel - Rebar	Field Conditions	\$ -
198	ISSUED	Rebar Installation for K Rails	03-210	Century Steel - Rebar	Field Conditions	\$ -
216	ISSUED	OT Due to Weather Delays	03-210	Century Steel - Rebar	Field Conditions	\$ -
217	ISSUED	Rebar for Concrete Stemm Wall on T31 - Support Louver Not Shown	03-210	Century Steel - Rebar	Design Development	\$ -
262	ISSUED	Delta 2A Reinforcing Revisions	03-210	Century Steel - Rebar	Design Development	\$ -
263	ISSUED	Delta 3B Reinforcing Revisions	03-210	Century Steel - Rebar	Design Development	\$ -
264	ISSUED	Delta 4A Reinforcing Revisions	03-210	Century Steel - Rebar	Design Development	\$ -
265	ISSUED	Delta 4B Reinforcing Revisions	03-210	Century Steel - Rebar	Design Development	\$ -
266	ISSUED	Delta 5B Reinforcing Revisions	03-210	Century Steel - Rebar	Design Development	\$ -
269	ISSUED	OT to Fly Fan Coil Units (Crane Availability Issues)	15-700	Bombard Mechanical	Field Conditions	\$ -
280	ISSUED	Furnish Light Fixtures for South Façade and Crown at Tower Roof from Podium POC #70	16-300	Illuminating Concepts	Design Development	\$ -
300	ISSUED	Kitchen Cabinet Warehousing & Delivery	06-412	Quality Transportation	Budget Bust	\$ -
364	Approved	Added electrical and lighting work at typical rooms Revision 10	16-200	Bombard Electric	Design Development	\$ -
365	Approved	Added electrical and lighting work at Condos Revision 10	16-200	Bombard Electric	Design Development	\$ -
366	Approved	Added electrical and lighting work at Jr. Center and 3 Bay Suites Revision 10	16-200	Bombard Electric	Design Development	\$ -
367	Approved	Added electrical and lighting work at Common areas / BOH Revision 10	16-200	Bombard Electric	Design Development	\$ -
368	Approved	Added electrical riser and branch circuit work Revision 10	16-200	Bombard Electric	Design Development	\$ -
369	Approved	Added electrical SWGR work Revision 10	16-200	Bombard Electric	Design Development	\$ -



**Fontainebleau Resorts, Las Vegas
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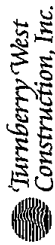
POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Costs
370	Approved	Added Low Voltage work Revision 10	16-200	Bombard Electric	Design Development	\$
371	Approved	Added Fire Alarm work Revision 10	16-200	Bombard Electric	Design Development	\$
388	ISSUED	Supplemental Building Insulation & Firestopping	07-271	Insulpro Products	Design Development	\$
		Balance of Unused Partial POC's				\$ 5.46
Total						\$5,589,134.89
Balance of Anticipated Required Owner Equity						\$ 50,005.89
Current Anticipated Conting						\$ 5,539,129.00

Fontainebleau Resorts, Las Vegas
Tower Anticipated Cost Report



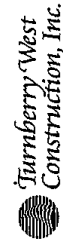
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Balance to Buy-out	Pending LEED/CIP Deducts	Additional Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Revised Budget
Division 6 - WOODS & PLASTICS														
06-100	06-100	Rough Carpentry Labor - pending B/C	TWC	\$ 947,303.01	\$ -	\$ -	\$ -	\$ 5,799.52	\$ (5,799.52)	\$ -	\$ -	\$ -	0.00%	0.00%
06-100	06-100	Rough Carpentry Labor - NP	TWC	\$ -	\$ 27,370.00	\$ -	\$ -	\$ -	\$ -	\$ (2,066.20)	\$ -	\$ 46,727.30	1000.00%	1000.00%
200DES061011	06-101	CDX Fire Retardant Plywood	Desert Lumber	\$ -	\$ 10,375.03	\$ 10,375.03	\$ (553.66)	\$ 596.76	\$ -	\$ -	\$ -	\$ 10,418.13	1000.00%	1000.00%
06-200	06-200	Finish Carpentry (GK Contract on 06-100)	Gallagher-Kaiser	\$ 8,958,100.00	\$ 2,500,000.00	\$ 2,500,000.00	\$ -	\$ -	\$ -	\$ (62,500.00)	\$ -	\$ 2,447,500.00	-72.68%	-72.68%
06-200	06-200	Finish Carpentry - NP		\$ -	\$ 168,448.00	\$ -	\$ -	\$ -	\$ -	\$ (6,038.63)	\$ -	\$ 136,564.57	1000.00%	1000.00%
06-220	06-220	Millwork - NP		\$ -	\$ 477,610.00	\$ -	\$ -	\$ 4,019.90	\$ 429,849.00	\$ (18,202.26)	\$ -	\$ 411,646.74	1000.00%	1000.00%
06-341	06-341	Small Tools & Hardware		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,019.90	1000.00%	1000.00%
06-360	06-360	Equipment Rental (pending B/C)		\$ -	\$ -	\$ -	\$ -	\$ 36,635.00	\$ (36,635.00)	\$ -	\$ -	\$ -	0.00%	0.00%
06-400	06-400	Undercounter Millwork Shelf @ Vanities		\$ -	\$ -	\$ -	\$ (379,693.00)	\$ -	\$ -	\$ -	\$ -	\$ (379,693.00)	1000.00%	1000.00%
200CLO64001	06-400	Vanities/Laminates - Materials	Collings Interior	\$ 5,225,330.00	\$ 4,806,961.32	\$ 2,125,330.00	\$ 2,045,418.34	\$ (80,409.61)	\$ -	\$ (211,556.90)	\$ -	\$ 3,878,781.83	-25.77%	-19.31%
200DOO64021	06-402	Vanities/Laminates - Install	Door-Ko	\$ 2,695,000.00	\$ 1,849,456.63	\$ 974,453.00	\$ 685,203.82	\$ -	\$ -	\$ (53,024.89)	\$ -	\$ 1,606,631.93	-40.38%	-16.33%
200M3P06410	06-410	F&D Condo Kitchen Cabinets	M3 Procurement	\$ 2,490,675.00	\$ 2,498,574.00	\$ 3,084,590.42	\$ 2,893.00	\$ -	\$ -	\$ (164,606.86)	\$ -	\$ 2,922,882.56	17.35%	16.38%
200PAR064111	06-411	Kitchen Cabinet Installation	Paramount Mgmt	\$ -	\$ -	\$ 997,000.00	\$ (47,141.22)	\$ -	\$ -	\$ (20,937.00)	\$ -	\$ 928,921.78	1000.00%	1000.00%
200QUA064121	06-412	Kitchen Cabinet Storage	Quality Transportation	\$ -	\$ -	\$ 338,475.00	\$ (24,436.29)	\$ -	\$ -	\$ -	\$ -	\$ 314,038.71	1000.00%	1000.00%
06-460	06-460	Wood Door Frames - NP		\$ -	\$ 54,215.00	\$ -	\$ -	\$ -	\$ -	\$ (2,066.20)	\$ -	\$ (2,066.20)	1000.00%	1000.00%
06-470	06-470	Perimeter Protection (pending B/C)	Various	\$ -	\$ -	\$ 7,556.40	\$ -	\$ 1,050.09	\$ (1,050.09)	\$ -	\$ -	\$ 7,556.40	1000.00%	1000.00%
06-542	06-542	Protection of New Work (pending B/C)	Various	\$ -	\$ -	\$ -	\$ -	\$ 857.10	\$ (857.10)	\$ -	\$ -	\$ 374.71	1000.00%	1000.00%
06-901	06-901	Saw Yard (pending B/C)		\$ -	\$ -	\$ -	\$ -	\$ 20,555.85	\$ (20,555.85)	\$ -	\$ -	\$ -	0.00%	0.00%
06-932	06-932	Safety Carpenters (pending B/C)		\$ -	\$ -	\$ -	\$ -	\$ 504,111.55	\$ (504,111.55)	\$ -	\$ -	\$ -	0.00%	0.00%
06-932	06-932	Safety Carpenters (NP)		\$ -	\$ -	\$ -	\$ -	\$ 3,120.14	\$ -	\$ -	\$ -	\$ 3,120.14	1000.00%	1000.00%
06-933	06-933	Safety Laborers (pending B/C)		\$ -	\$ -	\$ -	\$ -	\$ 13,588.32	\$ (13,588.32)	\$ -	\$ -	\$ -	0.00%	0.00%
06-933	06-933	Safety Laborers (NP)		\$ -	\$ -	\$ -	\$ -	\$ 1,466.60	\$ -	\$ -	\$ -	\$ 1,466.60	1000.00%	1000.00%
06-934	06-934	Clean Up Labor (No Backcharge)		\$ -	\$ -	\$ -	\$ -	\$ 2,339.40	\$ -	\$ -	\$ -	\$ 2,339.40	1000.00%	1000.00%
06-934	06-934	Clean Up Labor (No Backcharge) NP		\$ -	\$ -	\$ -	\$ -	\$ 1,166.88	\$ -	\$ -	\$ -	\$ 1,166.88	1000.00%	1000.00%
06-935	06-935	Boonlift Operators (NP)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Division 6 Woods & Plastics Totals				\$ 20,316,408.01	\$ 12,721,484.98	\$ 10,038,164.56	\$ 2,281,696.39	\$ 514,827.50	\$ 38,718.27	\$ (630,998.93)	\$ -	\$ 12,542,398.39	-39.25%	-39.89%
Division 7 - THERMAL/MOISTURE														
200EEO71001	07-100	Waterproofing Package	Eberhard SW Roofing	\$ 2,300,000.00	\$ 2,436,587.48	\$ 2,133,720.00	\$ (113,514.74)	\$ -	\$ -	\$ (6,354.42)	\$ -	\$ 2,013,850.84	-12.44%	-12.44%
07-100	07-100	Waterproofing Package-NP		\$ -	\$ 278,764.00	\$ -	\$ -	\$ -	\$ -	\$ (10,624.01)	\$ -	\$ 240,263.69	1000.00%	1000.00%
07-200	07-200	Insulation - NP		\$ -	\$ 7,503.00	\$ -	\$ -	\$ 6,752.70	\$ -	\$ (285.95)	\$ -	\$ 6,466.75	1000.00%	1000.00%
07-250	07-250	Fireproofing		\$ 318,753.00	\$ 158,507.00	\$ -	\$ -	\$ 142,656.30	\$ (6,040.88)	\$ (6,040.88)	\$ -	\$ 138,615.42	-57.14%	-13.11%
07-250	07-250	Fireproofing - NP		\$ -	\$ 731,439.00	\$ -	\$ -	\$ 658,295.10	\$ -	\$ (27,875.97)	\$ -	\$ 630,419.13	1000.00%	1000.00%
200FRO072701	07-270	Firestopping, Fireproofing, Insulation	F. Rodgers	\$ 6,820,000.00	\$ 7,017,690.34	\$ 6,700,000.00	\$ 63,425.35	\$ 14,287.50	\$ -	\$ (13,696.01)	\$ -	\$ 6,764,026.84	-0.82%	-0.82%
200INS072711	07-271	Supplemental Building Insulation	Insulpro	\$ 648,248.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ -	\$ (24,705.47)	\$ -	\$ 50,000.00	1000.00%	1000.00%
07-500	07-500	Membrane Roofing		\$ -	\$ 648,248.00	\$ -	\$ -	\$ 593,423.20	\$ -	\$ (30,465.62)	\$ -	\$ 568,717.73	-13.81%	-13.81%
07-500	07-500	Membrane Roofing - NP		\$ -	\$ 799,389.00	\$ -	\$ -	\$ 719,450.10	\$ -	\$ (4,465.62)	\$ -	\$ 688,984.48	1000.00%	1000.00%
07-500	07-500	Flashing & Sheet Metal - NP		\$ -	\$ 84,961.00	\$ -	\$ -	\$ 450.00	\$ -	\$ (3,222.72)	\$ -	\$ 72,882.18	1000.00%	1000.00%
07-540	07-540	Firestopping		\$ -	\$ -	\$ -	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450.00	1000.00%	1000.00%
Division 7 Thermal/Moisture Totals				\$ 10,087,001.00	\$ 12,212,658.82	\$ 8,883,720.00	\$ (50,089.39)	\$ 14,737.50	\$ 2,437,569.90	\$ (123,261.05)	\$ -	\$ 11,162,676.96	-10.66%	-9.60%

Fontainebleau Resorts, Las Vegas
Tower Anticipated Cost Report



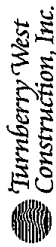
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Balance to Buy-out	Pending LEED/OCIP Deducts	Additional Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic % Budget
Division 8 - DOOR & HARDWARE														
200ARCD081001	08-100	Finish Carpentry & Trim Materials	Architectural Materials	\$ -	\$ 18,048,725.70	\$ 9,959,997.11	\$ 11,397,649.50	\$ 2,221.20	\$ (958,008.00)	\$ (441,650.55)	\$ -	\$ 19,950,209.26	1000.00%	100.0%
200GAL081001	08-100	Doors, Frames, Finish Hardware, Finish Carpel	Gallagher-Kaiser	\$ 17,800,000.00	\$ 26,064,401.00	\$ 17,350,000.00	\$ 8,608,449.73	\$ -	\$ (4,158,300.00)	\$ (237,507.82)	\$ -	\$ 21,564,641.91	21.15%	-19.5%
	08-100	Metal Doors & Frames - NP		\$ -	\$ 14,680.00	\$ -	\$ -	\$ -	\$ 13,212.00	\$ (559.47)	\$ -	\$ 12,652.53	1000.00%	-18.3%
	08-400	Entrances & Storefronts - NP		\$ -	\$ 2,253,355.00	\$ -	\$ -	\$ -	\$ 2,028,019.50	\$ (65,877.92)	\$ -	\$ 1,942,141.58	1000.00%	-18.3%
	08-500	Window Cleaning	Atlas Construction Clean-Up	\$ -	\$ -	\$ -	\$ -	\$ 82,148.20	\$ -	\$ -	\$ -	\$ 82,148.20	1000.00%	1000.00%
	08-550	Interior Glass		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.0%
200HELO88001	08-500	Glazed Aluminum Curtain Walls	Helou & Sons	\$ 4,271,950.00	\$ 3,892,202.72	\$ 500,000.00	\$ 3,330,686.76	\$ -	\$ 695,809.00	\$ (71,236.28)	\$ -	\$ 3,759,450.50	-12.00%	6.4%
	08-500	Glazing - NP		\$ -	\$ 1,695,809.00	\$ -	\$ -	\$ -	\$ (392,804.54)	\$ (29,464.52)	\$ -	\$ 666,344.48	1000.00%	-6.7%
200EMB089001	08-500	Glazed Aluminum Curtain Wall & Fixed Window	Embassy Glass, Inc.	\$ 16,600,000.00	\$ 6,919,516.00	\$ 16,521,165.00	\$ (12,995,119.61)	\$ 5,384.61	\$ -	\$ (264,054.95)	\$ -	\$ 44,350,622.36	8.52%	17.30%
200ZET089001	08-500	Glazed Aluminum Curtain Wall & Fixed Window	Zettan Systems	\$ 40,869,434.00	\$ 37,810,675.44	\$ 39,248,956.82	\$ 5,360,335.89	\$ -	\$ -	\$ (397,223.23)	\$ -	\$ 8,983,260.77	1000.00%	7.3%
200ZGL089001	08-500	Curtain Wall Installation	Z Glass	\$ -	\$ 9,680,484.00	\$ 9,680,484.00	\$ -	\$ -	\$ (300,000.00)	\$ -	\$ -	\$ -	0.00%	0.0%
	08-500	Embassy Glass (to be backchased)		\$ -	\$ -	\$ -	\$ -	\$ 45,645.97	\$ (45,645.97)	\$ -	\$ -	\$ -	0.00%	0.0%
200S06089021	08-902	Monorail Hoisting	Signal-Rite	\$ -	\$ 203,454.71	\$ 158,369.89	\$ 23,650.00	\$ 9,476.93	\$ (191,496.82)	\$ -	\$ -	\$ -	0.00%	0.0%
200CON089031	08-903	Monorail Bus Bar	Conductix-Wampfler	\$ -	\$ 30,447.71	\$ 26,118.77	\$ 4,328.94	\$ 1,638.97	\$ (32,086.68)	\$ -	\$ -	\$ -	0.00%	0.0%
200ATL089041	08-904	42 Pole Shores	Atlas Const Supply	\$ -	\$ 8,378.86	\$ 8,378.86	\$ -	\$ -	\$ (8,378.86)	\$ -	\$ -	\$ -	0.00%	0.0%
200BCV089051	08-905	Static Line Wire Rope	BC Wire Rope/Supply	\$ -	\$ 6,713.90	\$ 6,713.90	\$ -	\$ -	\$ (7,727.88)	\$ -	\$ -	\$ -	0.00%	0.0%
	08-906	Tower Recycling		\$ -	\$ 50,784.80	\$ -	\$ -	\$ (17,349.99)	\$ -	\$ -	\$ -	\$ (17,349.99)	0.00%	0.0%
200LIF089071	08-907	Lift Equipment Cert	Lift Equipment Cert	\$ -	\$ 15,013.74	\$ 11,603.54	\$ 4,010.20	\$ 11,003.54	\$ (8,259.80)	\$ 349.77	\$ -	\$ 26,017.28	1000.00%	1000.00%
200ALL089081	08-908	Gearbox for Monorail	Allied Power Products	\$ -	\$ 10,579.73	\$ 10,579.73	\$ -	\$ -	\$ (14,343.91)	\$ -	\$ -	\$ 349.77	1000.00%	1000.00%
	08-909	Monorail Labor		\$ -	\$ -	\$ -	\$ -	\$ 14,343.91	\$ -	\$ -	\$ -	\$ -	0.00%	0.0%
Division 8 Door & Hardware Totals				\$ 79,540,384.00	\$ 105,705,192.41	\$ 93,481,767.72	\$ 15,723,997.41	\$ 153,207.45	\$ (3,337,872.09)	\$ (1,627,224.97)	\$ -	\$ 104,493,929.56	31.37%	30.07%

Fontainebleau Resorts, Las Vegas
Tower Anticipated Cost Report



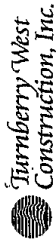
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Balance to Buy-out	Pending LEED/OCIP Deducts	Additional Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic % Revised Budget
Division 9 - FINISHES														
09-001	Punchlist Labor			\$	\$	\$	\$	\$	\$			\$ 5,788.24	1000.00%	100.00%
09-100	Structural Framing			\$	\$	\$	\$	\$	\$			\$	0.00%	0.00%
09-230	Aggregate Coatings			\$ 200,000.00	\$ 200,000.00	\$	\$	\$	\$			\$ 181,530.86	-4.23%	9.09%
09-250	Gypsum Wallboard - NP			\$	\$ 1,488,807.00	\$	\$	\$	\$			\$ 1,283,186.17	1000.00%	85.93%
200AD092501	Furnish & Install Building Insulation, Firestoppl	Aderholt Specialty Co		\$ 75,920,395.00	\$ 74,422,838.32	\$ 74,500,000.00	\$ (679,807.32)	\$	\$			\$ 72,821,200.28	-1.49%	-2.15%
200AATL092611	Demolition of Mendheimat Mock-up Suite	Atlas Building & Develop		\$	\$ 10,578.75	\$ 8,423.75	\$	\$	\$			\$ 8,423.75	1000.00%	-20.97%
09-300	Tile - NP			\$	\$ 717,539.00	\$	\$	\$	\$			\$ 618,438.01	1000.00%	-16.81%
200SIL093001	Tile & Stone	Silver State Marble		\$ 24,565,719.00	\$ 22,929,788.95	\$ 24,269,839.00	\$ (2,132,751.20)	\$	\$			\$ 21,127,527.49	-14.00%	-8.53%
2000TA093001	Calacatta Marble	Itai Stone, Inc.		\$	\$ 1,650,769.00	\$ 934,192.50	\$ 716,575.50	\$	\$			\$ 1,562,675.97	1000.00%	53.42%
2000TA093002	Frost Glass Tile Mosaics	Itai Stone, Inc.		\$	\$ 612,000.00	\$ 271,530.00	\$ 424,515.00	\$	\$			\$ 696,045.00	1000.00%	13.73%
2000TA093003	Gaiela Marble Slabs & Tiles	Itai Stone, Inc.		\$	\$ 319,803.00	\$ 227,783.50	\$ 960,082.61	\$	\$			\$ 1,187,866.11	1000.00%	37.30%
2000TA093004	Antique Brown Granite Slabs	Itai Stone, Inc.		\$	\$ 559,521.00	\$ 305,471.25	\$ 252,365.66	\$	\$			\$ 557,836.91	1000.00%	67.30%
2000TA093005	Shower Floor 4 x 4 Tile	Itai Stone, Inc.		\$	\$ 198,153.00	\$ 183,282.75	\$ 96,095.25	\$	\$			\$ 279,378.00	1000.00%	40.39%
09-301	Stone/Tile Material			\$	\$	\$	\$	\$	\$			\$	0.00%	0.00%
200P0R093101	Porcelain/Ceramic Tiles for Guest Units, Condi	Portobello America		\$ 3,300,000.00	\$ 3,435,123.74	\$ 2,469,866.25	\$ 840,943.51	\$	\$			\$ 3,291,320.34	-0.25%	99.97%
09-510	Acoustical Ceilings - NP			\$	\$ 3,091,897.00	\$	\$	\$	\$			\$ 2,664,871.59	1000.00%	-13.81%
2001TA096301	Marble Tile	Itai Stone, Inc.		\$ 4,800,000.00	\$ 3,125,363.62	\$ 43,073.06	\$ 9,941.44	\$	\$			\$ 52,483.98	1000.00%	-96.32%
2001TA096302	Furnish Black Pebble River Stone	Itai Stone, Inc.		\$	\$ 33,278.00	\$ 19,529.69	\$ 13,747.81	\$	\$			\$ 32,543.96	1000.00%	-2.21%
2001TA096303	White Carrara	Itai Stone, Inc.		\$	\$ 271,670.00	\$ 271,699.71	\$ (14,499.06)	\$	\$			\$ 257,200.65	1000.00%	-4.93%
2001TA096304	Glass & Mirror Mosaic	Itai Stone, Inc.		\$	\$ 50,000.00	\$ 137,892.66	\$ (92,768.66)	\$	\$			\$ 45,084.00	1000.00%	9.00%
2001TA096305	Center Style Black and White	Itai Stone, Inc.		\$	\$ 36,688.88	\$ 36,688.88	\$ (1,957.88)	\$	\$			\$ 34,731.00	1000.00%	94.4%
2005ME096301	Polished Marble Slabs for Countertops	SMES SNC		\$	\$ 763,112.50	\$ 534,178.75	\$ 289,197.95	\$ 61,023.65	\$			\$ 849,533.88	1000.00%	60.2%
200ARCO96301	White Polish Honed & Base	Architectural Systems, Inc.		\$	\$ 473,930.20	\$ 371,743.74	\$ 136,696.46	\$	\$			\$ 501,147.39	1000.00%	67.4%
2000TA096301	Bisazza Mix Oro Glass Mosaic	Tuscanay Collection		\$	\$ 45,966.80	\$ 45,966.88	\$ (2,458.04)	\$	\$			\$ 43,508.84	1000.00%	-5.35%
09-635	Stone Banding			\$ 1,400,000.01	\$	\$	\$	\$	\$			\$	0.00%	0.00%
200CAD096361	Stone Slab Material Fabrication Package	Cadillac Stone Works		\$ 2,450,000.00	\$ 3,503,903.25	\$ 1,753,859.25	\$ 1,785,020.80	\$	\$			\$ 3,379,336.52	37.93%	3.66%
09-650	Resilient Flooring - NP			\$	\$ 628.00	\$	\$	\$	\$			\$ 541.27	1000.00%	-13.51%
2000FC096801	Carpet & Resilient Floor Covering	Freeman's Carpet Service		\$ 3,787,475.00	\$ 2,995,311.57	\$ 2,999,999.00	\$ (87,385.66)	\$	\$			\$ 2,912,613.34	-23.10%	-5.6%
09-680	Carpeting - NP			\$	\$ 60,445.00	\$	\$	\$	\$			\$ 52,096.87	1000.00%	-13.11%
200AB096811	Carpet Misk	Abatix		\$	\$ 31,670.50	\$ 31,076.50	\$	\$	\$			\$ 31,678.50	1000.00%	0.00%
2000CO097011	Acoustical Underlief	Geo-Cel Solutions		\$ 1,810,000.00	\$ 478,020.00	\$ 234,200.00	\$ 664,182.72	\$	\$			\$ 795,932.47	-55.87%	86.2%
200MID090001	Painting & Wall Covering	Midwest Pro Painting		\$ 10,016,832.00	\$ 11,929,267.82	\$ 11,729,000.00	\$ 233,442.82	\$	\$			\$ 11,925,226.12	19.05%	9.03%
TOABA090216	Painting Accessories	Abatix		\$	\$ 4,683.00	\$ 4,682.10	\$	\$	\$			\$ 4,682.10	1000.00%	0.02%
09-900	Painting - NP			\$	\$ 1,094,726.00	\$	\$	\$	\$			\$ 934,913.26	1000.00%	-13.81%
09-990	Finishes Allowance			\$ 12,600,000.00	\$	\$	\$	\$	\$			\$	0.00%	1000.00%
09-991	Trade Damage Repairs			\$	\$	\$	\$	\$	\$			\$	0.00%	0.00%
Division 9 Finishes Totals				\$ 138,850,421.01	\$ 134,574,680.90	\$ 121,383,541.22	\$ 3,411,081.71	\$ 59,366.08	\$ 4,228,973.70	\$ (932,619.93)	\$	\$ 128,450,342.78	-7.71%	4.74%
Division 10 - SPECIALTIES														
10-400	Identification Devices			\$	\$	\$	\$	\$	\$			\$	0.00%	0.00%
10-810	Toilet Accessories			\$ 850,000.00	\$ 1,174,603.86	\$ 1,091,550.00	\$ 103,550.82	\$	\$			\$ 1,188,699.73	39.85%	-5.90%
10-830	Laundry Accessories			\$	\$	\$	\$	\$	\$			\$	0.00%	0.00%
Division 10 Specialties Totals				\$ 1,415,160.02	\$ 1,174,603.86	\$ 1,091,550.00	\$ 103,550.82	\$	\$			\$ 1,188,699.73	-16.00%	-1.20%
Division 11 - EQUIPMENT														
200ECO114501	Furnish Condo Microwave Disposals	Econ Appliances		\$ 5,772,383.00	\$ 629,949.84	\$ 551,197.73	\$ (20,648.19)	\$	\$			\$ 530,549.54	-90.81%	-15.76%
200MIE114501	Condo Cook Tops and Speed Ovens	Miele, Inc		\$	\$ 1,569,326.00	\$ 853,967.07	\$ 632,211.68	\$	\$			\$ 1,458,807.30	1000.00%	-7.04%
Division 11 Equipment Totals				\$ 5,772,383.00	\$ 2,199,274.84	\$ 1,404,564.80	\$ 611,563.49	\$	\$			\$ 1,989,356.84	-65.54%	-9.54%

Fontainebleau Resorts, Las Vegas
Tower Anticipated Cost Report

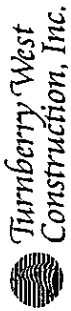


Contract #	Coast Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Balance to Buy-out	Pending LEED/CIP Deducts	Additional Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Budget
Division 12 - FURNISHINGS														
			Division 12 Furnishings Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Division 13 - SPECIAL CONSTRUCTION														
			13-150 Pools - NP	\$ -	\$ 1,040,000.00	\$ -	\$ -	\$ -	\$ 936,000.00	\$ (93,635.59)	\$ -	\$ 896,364.42	1000.00%	-13.61%
Division 14 - ELEVATORS/ESCALATORS/MOVING WALKWAYS														
			Division 14 Spatial Construction Totals	\$ -	\$ 1,040,000.00	\$ -	\$ -	\$ -	\$ 936,000.00	\$ (93,635.59)	\$ -	\$ 896,364.42	1000.00%	-13.61%
200THY142001	14-200	Elevators	ThyssenKrupp Elevator	\$ 33,012,808.00	\$ 33,840,405.28	\$ 32,322,734.00	\$ (98,906.95)	\$ 13,747.33	\$ -	\$ (16,684.13)	\$ -	\$ 31,797,142.92	1000.00%	-6.04%
200RAY146801	14-680	Elevator Protection	TWIC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800.00	\$ -	\$ -	\$ 2,800.00	1000.00%	0.00%
200RAY146801	14-680	Elevator Machine Room Embeds	Raymond Khoury	\$ -	\$ 2,800.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800.00	1000.00%	0.00%
200RAY146801	14-680	Tower Mobile Hoists/Cranes	Raymond Khoury	\$ -	\$ 97,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Division 15 - MECHANICAL														
			Division 15 Mechanical Totals	\$ 33,012,808.00	\$ 33,940,405.28	\$ 32,325,534.00	\$ (98,906.95)	\$ 13,747.33	\$ -	\$ (16,684.13)	\$ -	\$ 31,813,690.26	1000.00%	-6.27%
200DES153001	15-300	Fire Suppression	Desert Fire Protection	\$ 10,100,000.00	\$ 11,165,000.73	\$ 9,998,000.00	\$ 828,579.51	\$ -	\$ (59,452.00)	\$ (42,661.48)	\$ -	\$ 10,724,466.03	1000.00%	6.18%
200DES154001	15-400	Plumbing	Desert Plumbing & Heating	\$ 50,261,330.00	\$ 50,181,449.76	\$ 49,999,999.00	\$ (182,078.92)	\$ -	\$ (400,000.00)	\$ (45,266.04)	\$ -	\$ 49,372,624.04	1000.00%	-1.77%
200BOM157001	15-700	Water Leak Clean Up - No Backcharge	TBD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (987.74)	\$ (1,299.95)	\$ -	\$ 29,399.51	1000.00%	0.00%
200BOM157001	15-700	Duct Work at Typical Room	TWIC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
200BOM157001	15-700	Protection of New Work (pending B/C)	Bombard Mechanical	\$ 52,825,000.00	\$ 55,833,154.37	\$ 52,775,000.00	\$ 2,932,788.00	\$ -	\$ -	\$ (135,684.24)	\$ -	\$ 55,572,103.76	1000.00%	5.20%
Division 16 - ELECTRICAL														
			Division 16 Electrical Totals	\$ 113,186,330.00	\$ 117,179,604.86	\$ 112,772,999.00	\$ 3,579,288.59	\$ 33,643.16	\$ (460,439.74)	\$ (224,941.71)	\$ -	\$ 115,700,449.30	1000.00%	2.22%
200CON160501	16-050	Furnish & Install Temporary Power	Cont Electric	\$ 400,000.00	\$ 400,000.00	\$ 356,500.00	\$ (10,916.79)	\$ -	\$ -	\$ -	\$ -	\$ 345,583.21	1000.00%	-13.60%
200BOM165001	16-101	Telecom Backboards	TYWC	\$ -	\$ -	\$ -	\$ -	\$ 1,453.14	\$ -	\$ -	\$ -	\$ 1,453.14	1000.00%	0.00%
200ILL165011	16-200	Electrical, Communication & Electronic	Bombard Electric	\$ 111,500,000.00	\$ 129,747,325.85	\$ 110,482,450.00	\$ 15,072,869.03	\$ -	\$ (6,000,000.00)	\$ 254,074.25	\$ -	\$ 119,809,413.98	1000.00%	7.45%
200RIS165021	16-501	Custom Lighting Fixtures (Balance OS)	Illuminating Concepts	\$ -	\$ 8,500,000.00	\$ 11,000,000.00	\$ (687,006.96)	\$ -	\$ (2,500,000.00)	\$ 133,468.01	\$ -	\$ 8,055,229.35	1000.00%	-5.80%
200RIS165021	16-502	Undercabinet Lighting	Rise & Shine Lighting	\$ -	\$ -	\$ 18,837.39	\$ 3,805.00	\$ -	\$ -	\$ -	\$ -	\$ 22,642.39	1000.00%	0.00%
Division 16 Electrical Totals														
			Division 16 Electrical Totals	\$ 111,900,000.00	\$ 138,647,325.67	\$ 121,867,787.39	\$ 14,478,770.88	\$ 13,221.44	\$ (8,500,000.00)	\$ 387,542.26	\$ -	\$ 128,237,321.97	1000.00%	14.80%

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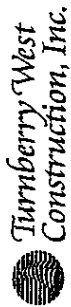


Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Balance to Buy-out	Pending LEED/OCIP Deducts	Additional Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Revised Budgets
Division 17 - MISC. LABOR														
	17-010	Misc. Labor	TWC	\$ -	\$ -	\$ -	\$ -	\$ 144,352.26	\$ (144,352.26)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-020	Union Benefits	TWC	\$ 264,553.00	\$ 264,553.00	\$ -	\$ -	\$ 1,015,191.41	\$ (862,912.70)	\$ -	\$ -	\$ 152,278.71	1000.00%	1000.00%
	17-030	Payroll Taxes	TWC	\$ 44,317.00	\$ 44,317.00	\$ -	\$ -	\$ 215,869.60	\$ (110,198.60)	\$ -	\$ -	\$ 105,671.00	1000.00%	1000.00%
	17-050	LEED Tax	TWC	\$ -	\$ -	\$ -	\$ -	\$ 460,000.00	\$ (460,000.00)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-100	Construction Backchange Clean Up	TWC	\$ 475,551.61	\$ 475,551.61	\$ -	\$ -	\$ 920,862.19	\$ (920,862.19)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-100	Construction Backchange Clean Up-NP	TWC	\$ -	\$ -	\$ -	\$ -	\$ 2,632.24	\$ (2,632.24)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-200	Misc. Labor	TWC	\$ -	\$ -	\$ -	\$ -	\$ 948.10	\$ -	\$ -	\$ -	\$ 948.10	1000.00%	1000.00%
	17-471	Growing Penetrations (pending B/C)	TWC	\$ -	\$ -	\$ -	\$ -	\$ 28,874.35	\$ (28,874.35)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-472	Composite Crew Cleanup (pending B/C)	TWC	\$ -	\$ -	\$ -	\$ -	\$ 39,844.10	\$ (39,844.10)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-473	PT Cable Repair	TWC	\$ -	\$ -	\$ -	\$ -	\$ 1,312.75	\$ -	\$ -	\$ -	\$ 1,312.75	1000.00%	1000.00%
	17-512	Bushing Concrete for Tile (pending B/C)	TWC	\$ -	\$ -	\$ -	\$ -	\$ 50,418.95	\$ (50,418.95)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-513	Bushing Concrete for Carpet (pending B/C)	TWC	\$ -	\$ -	\$ -	\$ -	\$ 37,720.27	\$ (37,720.27)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-514	Set Up & Breakdown of Catwalks	TWC	\$ -	\$ -	\$ -	\$ -	\$ 11,664.25	\$ -	\$ -	\$ -	\$ 11,664.25	1000.00%	1000.00%
	17-515	Setup/Breakdown Landings/Platforms	TWC	\$ -	\$ -	\$ -	\$ -	\$ 9,535.82	\$ -	\$ -	\$ -	\$ 9,535.82	1000.00%	1000.00%
	17-516	Laying of Floor Protection (pending B/C)	TWC	\$ -	\$ -	\$ -	\$ -	\$ 1,045.34	\$ (1,045.34)	\$ -	\$ -	\$ -	0.00%	0.00%
	17-517	Column Repair (Safety Cable Hoists B/C)	TWC	\$ -	\$ -	\$ -	\$ -	\$ 5,348.20	\$ (5,348.20)	\$ -	\$ -	\$ -	0.00%	0.00%
20USNP175201	17-520	Concrete Haul Off (pending B/C)	TWC	\$ -	\$ 30,566.00	\$ 30,566.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,566.00	1000.00%	-1000.00%
	17-535	Te-Off Embeds in Tower (pending B/C)	TWC	\$ -	\$ -	\$ -	\$ -	\$ 171.33	\$ (171.33)	\$ -	\$ -	\$ -	0.00%	0.00%
		Division 17 Misc. Labor Totals		\$ -	\$ 814,987.61	\$ 30,566.00	\$ -	\$ 2,945,791.16	\$ (2,664,390.52)	\$ -	\$ -	\$ 311,976.64	1000.00%	-617.2%
Division 18 - CRANES														
20DACH184001	18-400	Crane Erection	American Crane	\$ -	\$ 2,280,605.54	\$ 2,280,605.54	\$ 5,125.00	\$ -	\$ -	\$ -	\$ -	\$ 2,285,730.54	1000.00%	2%
20DRCS184001	18-400	Crane Labor	Republic Crane Svcs	\$ -	\$ 8,660,135.74	\$ 10,780,062.40	\$ -	\$ -	\$ -	\$ (6,300.00)	\$ -	\$ 10,773,762.40	1000.00%	24%
20DRTH184001	18-400	Crane Rental	Republic Towers & Hoist	\$ -	\$ 9,293,600.00	\$ 9,293,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,293,600.00	1000.00%	0%
	18-400	Misc. Hoists/Cranes	Various	\$ -	\$ 49,999.72	\$ 3,488.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,488.62	1000.00%	0%
	18-405	Elevator Operators	Republic Crane Svcs	\$ -	\$ 1,176,747.00	\$ -	\$ 1,172,251.00	\$ 269,231.02	\$ -	\$ (24,617.27)	\$ -	\$ 1,147,633.73	1000.00%	23%
	18-410	Mobile Cranes	Dielco Crane	\$ -	\$ 264,931.00	\$ -	\$ -	\$ -	\$ -	\$ (5,653.85)	\$ -	\$ 263,577.17	1000.00%	-4%
20OCHE184101	18-410	Mini Crawler Rental (pending B/C)	Cherokee Erecting	\$ -	\$ -	\$ 49,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,300.00	1000.00%	100%
	18-415	Misc. Crane Maint & Welding	Reliable Steel	\$ -	\$ 100,000.00	\$ -	\$ -	\$ 52,280.54	\$ -	\$ (1,097.47)	\$ -	\$ 51,183.07	1000.00%	6%
		Division 18 Crane Totals		\$ -	\$ 21,876,019.00	\$ 22,407,056.56	\$ 1,177,376.00	\$ -	\$ -	\$ (37,688.69)	\$ -	\$ 23,668,266.63	1000.00%	9.36%
Division 20 - OCIP														
	20-500	OCIP Budget - Tower (written CO's included with Subcontractors)		\$ (17,167,500.00)	\$ (17,167,500.00)	\$ -	\$ (183,639.50)	\$ (18,378.41)	\$ -	\$ (2,508,893.95)	\$ -	\$ (3,010,911.86)	-82.46%	-82.46%
		Division 20 OCIP Totals		\$ (17,167,500.00)	\$ (17,167,500.00)	\$ -	\$ (183,639.50)	\$ (18,378.41)	\$ -	\$ (2,508,893.95)	\$ -	\$ (3,010,911.86)	0.00%	0.00%
Division 21 - LEED														
	21-500	LEED Benefit - Tower (written CO's included with Subcontractors)		\$ -	\$ (23,034,938.98)	\$ -	\$ -	\$ -	\$ -	\$ (7,866,567.00)	\$ -	\$ (7,866,567.00)	1000.00%	-64.85%
		Division 21 LEED Totals		\$ -	\$ (23,034,938.98)	\$ -	\$ -	\$ -	\$ -	\$ (7,866,567.00)	\$ -	\$ (7,866,567.00)	1000.00%	-64.85%
		Tower Totals		\$ 653,718,930.09	\$ 704,198,970.07	\$ 680,666,444.81	\$ 43,716,606.39	\$ 5,118,165.80	\$ (5,671,415.94)	\$ (14,291,691.99)	\$ 50,005.89	\$ 709,788,104.66	8.65%	7.93%
		Anticipated Cost over Revised Budget		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



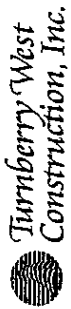
**Fontainebleau Resorts, Las Vegas
Garage/Convention Center
Pending Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Co
1B	ISSUED	Misc. Steel for South Half of Parking Garage/Convention Center	05-120	W&W Steel	Structural Change	\$ -
1C	ISSUED	Misc. Steel Package #3	05-120	W&W Steel	Structural Change	\$ -
2	Pending	Trench Work due to Relocating Column	02-110	Southern Nevada Paving	Design Development	\$ 40,288.7
3	Pending	Plant Replacement due to hydraulic fluid damage from drilling machine	02-900	Valley Crest	Field Conditions	\$ 33,537.6
4A	ISSUED	Pile Caissons and Cofferdams for Emergency Ramp for Turnberry Place and Low Overhead	02-351 02-352	Morris Shea	Structural Change	\$ -
8A	ISSUED	Expansion Control Contract Buy-out Exceeds Budget	05-800	RAM Building Restoration	Architectural Change	\$ -
8B	ISSUED	Expansion Control Contract Buy-out Exceeds Budget (from Podium)	05-800	RAM Building Restoration	Architectural Change	\$ -
11	Approved	Double T Collapse Claim	Various	Various	Builders Risk Claim	\$ -
11A	Approved	Additional Double T Collapse Claim	Various	Various	Builders Risk Claim	\$ -
12A	ISSUED	Additional Fireproofing Due to Additional Steel		Aderholt	Design Development	\$ -
13	ROM	East Façade Louvers	07-240	Raymond	County Requirement	\$ -
14	ROM	Convention Pick Point Revisions	09-115	Midwest Drywall	Design Development	\$ -
15	Pending	Painting Exposed Concrete in Parking Level 1-6	09-900	Eugenio Painting	Design Development	\$ 1,800,000.0
18	Approved	Sound Separation Walls above Modernfold Partitions	09-110	Midwest Drywall	Design Development	\$ 2,388,820.0
19	ROM	Upholstered Wall Panels (original deleted as Value Engineering)	10-630	TBD	Design Development	\$ 461,526.0
21	ROM	Cover Over East Side Loading Dock Entrance	Various	Various	County Requirement	\$ 44,895.7
23	ISSUED	Deleted and Revised Displays, Hydraulic Elevator Changes, Rev Counterweight Changes	14-200	ThyssenKrupp	Design Development	\$ -
25	ISSUED	Waterproofing Parking Level 1		RAM Building Restoration	Design Development	\$ -
26	ISSUED	Advanced Temporary Parking TCO (Fire Protection)	Various	Various	MEP	\$ -



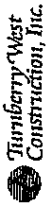
**Fontainebleau Resorts, Las Vegas
Garage/Convention Center
Pending Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Co
27	ISSUED	Emergency Generator Fill Station	15-400	Desert Plumbing & Heating	Design Development	\$
28	ISSUED	Supply & Install Masonry Scope of Work (Exceeds Current Budget)	04-100	Marnell Masonry	Design Development	\$
29	ISSUED	TPO Roof Membrane Revisions (Buy-out)	07-500	Commercial Roofers	Design Development	\$
30	Pending	Storm Drain Piping from Trench Drains (per C3.02, 3.04)	15-400	Desert Plumbing & Heating	Design Development	\$
31	ISSUED	Central Plant Steam and Hot Water Boiler Changes		Universal Piping	MEP	\$
34	PARTIALLY ISSUED	Misc. Steel Revisions	03-210	Century Steel	Structural Change	\$
35	ISSUED	Various HVAC Revisions		Universal Piping	MEP	\$
36	ISSUED	Required Upgrades - Controls for (8) Domestic Water Heaters	15-672	Johnson Controls	MEP	\$
37	ISSUED	Delta 4 Structural Steel Revisions	05-120	W&W Steel	Structural Change	\$
38	Pending	Required Acoustical Testing - Wall/Floor Assemblies	09-110	DDR, Inc.	Field Conditions	\$ 25,000
41	ISSUED	Scaffold Rental to Install Rebar in Beam on East Side of Parking Garage	03-200	Paramount Scaffolding	Field Conditions	\$
43	ISSUED	Add for 2nd Shift NPC Yard	16-300	Conti Electric	NEVADA POWER REQUIREMENT	\$
44	ISSUED	OT for South Ramp NPC Underground	16-300	Conti Electric	NEVADA POWER REQUIREMENT	\$
45	ISSUED	Required Potting to Verify Depths for Micropiles	02-350	Sunrise Utilities	Design Development	\$
46	Pending	Misc Electrical Revisions	16-300	Conti Electric	MEP	\$
47	ISSUED	Misc HVAC Revisions for HVAC GMP Conversion			MEP	\$
48	PARTIALLY ISSUED	Misc Plumbing Revisions	15-400	Desert Plumbing & Heating	MEP	\$
49	Pending	Misc Steel Revisions	05-120	W&W Steel	Structural Change	\$
50A	PARTIALLY ISSUED	Misc. Concrete Revisions	03-300	Colasanti	Structural Change	\$



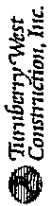
**Fontainebleau Resorts, Las Vegas
Garage/Convention Center
Pending Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Anticipated Co
50B	PARTIALLY ISSUED	Misc Concrete Revisions	03-300	Colasanti	Structural Change	\$
51	ISSUED	Misc Fire Alarm Revisions	16-721	SAFE Electronics	MEP	\$
57	Approved	Operable Partitions Contract in Excess of Original Budget	10-650	Modernfold of NV	Design Development	\$ 47,800
58	ISSUED	Delta 7 Drawings	Various	Various	Design Development	\$
58A	ISSUED	Delta 7 Drawings - Additional Reinforcing	03-210	Century Steel	Design Development	\$
59	ROM	Delta 8 Drawings	Various	Various	Design Development	\$
61	ISSUED	Backfill North Wall and Build MSE Wall	02-110	SNP	Field Conditions	\$
74	ISSUED	Soot Filters	16-050	Cummins Rocky Mtn.	Field Conditions	\$
80	ISSUED	OT for Excavation, Haul-off and Back Fill for Various Work in Garage	02-110	SNP	Field Conditions	\$
Total						\$ 4,841,866.7
Anticipated Owner Equity						\$ 69,895.7
Anticipated Contingency Draw						\$ 4,771,970.0



Fontainebleau Resorts, Las Vegas
Garage Anticipated Cost Report

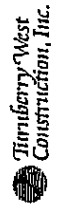
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	COV Issued	Spent without Commitment	Balance to Buy-out	Pending LEED and/or OCIP Deducts	Anticipated Costs	Total Antic Costs	% of Increase or Decrease
Division 1 - GENERAL CONDITIONS													
	01-910	Misc. Expenses	TWC			78.00							0.00%
	01-590	Hazardous Material Removal				1,328.50	759.83					2,088.13	100.00%
	01-590	Hazardous Material Removal				1,406.50	759.83					2,088.13	100.00%
Division 2 - SITEWORK													
	02-110	Earthwork	Southern Nevada Paving	4,705,002.00	5,004,494.70	3,724,437.00	2,110,102.04	1,107.00		(1,293.49)		5,642,893.15	21.00%
	02-300	Structural Engineering (MR)	John A. Merrin & Associates		992.00							992.00	0.00%
	02-350	Site Preparation	Morris-Shaw Bridge Company	9,095,450.00	9,150,754.53	9,016,050.00	789,020.36					9,803,870.36	-0.03%
	02-351	Site Preparation	Morris-Shaw Bridge Company			116,700.00	52,819.57					169,519.57	-4.87%
	02-352	Site Preparation	Morris-Shaw Bridge Company			135,450.00	25,000.07					160,450.07	-5.05%
	02-353	Elevation of Existing Utilities & Backfilled Excavations at Tower	Swing Utilities			2,854.47						2,854.47	100.00%
	02-630	Storm Drainage	Clark County Fence		13,728.22	13,728.22	(7,320.00)					12,995.92	-5.34%
	02-820	Crutch Link Fence & Gates	Clark County Fence		2,309.00	53,251.00	9,478.53					61,413.19	100.00%
	02-840	Reinforcing for TCO	Whole Cap Construction			37,238.40						37,238.40	100.00%
	02-900	Plant Replacement-Damage from driving machine; Install Temporary Machine; Valley Crest Landscap	Whole Cap Construction			18,065.00						18,065.00	100.00%
	02-900	Plant Replacement-Damage from driving machine; Install Temporary Machine; Valley Crest Landscap		13,895,912.00	16,057,262.38	13,182,586.89	2,092,610.61	1,107.00		(2,350.03)		18,184,043.67	16.45%
Division 3 - CONCRETE													
	03-100	Formwork	Baker Materials	5,912,356.00	5,812,356.00	5,225,804.42	253,030.56	87.14		(8,350.39)		5,469,451.77	-7.01%
	03-200	Structural Reinforcing	Paterson Steel		7,920.00							7,920.00	100.00%
	03-200	Structural Reinforcing	Paterson Steel	5,022,073.00	5,046,668.00		7,721.00			(1,821.64)		73,599.36	-93.45%
	03-200	Structural Reinforcing	B Will Concrete Cutting		3,189.00		2,819.30			(30.66)		3,122.52	100.00%
	03-200	Structural Reinforcing	Appliance		800.00							783.50	100.00%
	03-210	Concrete Reinforcing Steel	Century Steel		7,091,174.31	4,306,073.00	2,452,599.78			(90,238.09)		6,901,424.74	-13.16%
	03-300	Concrete Formwork	Central Specialty	13,500,000.00	19,830,867.65	13,500,000.00	5,945,419.20			(13,391,246)		19,332,072.80	2.09%
	03-301	Concrete Curing	B Will Concrete Cutting			80,000.00						80,000.00	100.00%
	03-500	Temporary Shab (MR)			5,750.00							5,750.00	100.00%
	03-500	Temporary Shab (MR)		24,434,432.00	32,644,877.04	23,100,871.42	8,031,878.05	67.14		(1,243,971)		31,802,315.64	-3.19%
	03-500	Temporary Shab (MR)		488,500.00	1,078,694.38	1,367,840.00	(12,769.73)			(82,136.97)		1,844,772.68	-0.07%
	03-500	Temporary Shab (MR)	Marmot Masonry			551,827.38						551,827.38	100.00%
	03-500	Temporary Shab (MR)		488,500.00	1,078,694.38	1,367,840.00	(12,769.73)					1,844,772.68	-0.07%
Division 4 - MASONRY													
	04-050	Block Masonry		488,500.00	1,078,694.38	1,367,840.00	(12,769.73)					1,844,772.68	-0.07%
	04-050	Block Masonry		488,500.00	1,078,694.38	1,367,840.00	(12,769.73)					1,844,772.68	-0.07%
Division 5 - METALS													
	05-100	Structural Metal Framing (MR)		118,709,772.00	141,871,655.37	118,010,000.00	20,552,049.23			(75,281)		1,702.11	100.00%
	05-120	Structural Steel (MR)	W & W Steel, Inc.		45,472.00					(4,574,181.68)		135,587,486.33	-4.15%
	05-121	Doors & Frames	Falcon Construction		32,884.00		19,034.52			(1,798.51)		48,073.68	4.13%
	05-500	Metal Fabrication (Building combined with W&W Steel Contract)		2,837,532.00									0.00%
	05-510	Metal Joists & Ladders (combined with W&W Steel Contract)	RAM Construction Services	429,150.00	3,687,150.00	3,178,000.00	(72,154.12)					3,025,193.48	0.00%
	05-500	Expansion Control		124,459,844.00	147,188,635.64	126,120,654.00	26,439,488.63			(4,698,697.23)		130,575,965.01	-2.01%
	05-500	Expansion Control		124,459,844.00	147,188,635.64	126,120,654.00	26,439,488.63			(4,698,697.23)		130,575,965.01	-2.01%



Fountainsbleau Resorts, Las Vegas
Garage Anticipated Cost Report

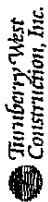
Contract #	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent without Commitment	Balance to Buy-out	Pending LEED and/or DCIP Ducts	Anticipated Costs	Total Antic Costs	% of Increase or Decrease	% of Increase or Decrease						
05-100	Rough Carpentry		\$ 336,596.00	\$ 333,150.00	\$ 3,407.00		\$ 5,027.21	\$ 319,923.79	\$ (33,547.82)		\$ 319,923.79	-4.23%	-4.23%						
05-100	Rough Carpentry (MR)			\$ 70,786.00				\$ 70,786.00	\$ (2,997.40)		\$ 70,786.00	-4.23%	-4.23%						
05-100	Prep for Resignation Joints	Desta Lumber			\$ 3,930.47						\$ 3,930.47	100.00%	100.00%						
05-100	Prep for Deck Lumber	Hill Inc.		\$ 1,400.00	\$ 3,450.34						\$ 3,450.34	100.00%	100.00%						
05-100	Rough Carpentry	Sandra Lumber Company			\$ 702.20						\$ 702.20	100.00%	100.00%						
05-200	Miscellaneous & Finish Carpentry	L&P Interiors	\$ 3,204,480.00	\$ 4,271,550.00	\$ 4,201,751.00	\$ (17,283.18)		\$ (1,707,200.50)	\$ (179,732.93)		\$ 2,957,378.76	-28.44%	-28.44%						
05-200	Miscellaneous		\$ 410,350.00	\$ 0.01							\$ 410,350.00	0.00%	0.00%						
05-300	Wired Treatment				\$ 6,003.00		\$ 103.26				\$ 6,003.00	100.00%	100.00%						
05-341	Small Tools	Abatek			\$ 1,577.71		\$ 43,862.38				\$ 1,577.71	100.00%	100.00%						
05-341	Circular Saw & Misc. Tools	Abatek			\$ 1,034.40						\$ 1,034.40	100.00%	100.00%						
05-341	Small Tools for Cleanup	Abatek			\$ 350.00						\$ 350.00	100.00%	100.00%						
05-341	Carbide & Wood Cell Chain in Class Case	Abatek			\$ 1,034.40						\$ 1,034.40	100.00%	100.00%						
05-341	Red Klean Sweep	Abatek			\$ 133.97						\$ 133.97	100.00%	100.00%						
05-341	Small Tools	Abatek			\$ 435.99						\$ 435.99	100.00%	100.00%						
05-341	Small Tools	Abatek			\$ 1,637.76						\$ 1,637.76	100.00%	100.00%						
05-341	Small Tools	Abatek			\$ 302.70						\$ 302.70	100.00%	100.00%						
05-341	Misc. Tools for Coughs & Cornstain	Hill Inc.			\$ 2,448.03						\$ 2,448.03	100.00%	100.00%						
05-341	Masonry Dnt	Hill Inc.			\$ 159.70						\$ 159.70	100.00%	100.00%						
05-341	Rebar Cutter	Hill Inc.			\$ 2,622.89						\$ 2,622.89	100.00%	100.00%						
05-341	LEED - Battery Dispenser	Hill Inc.			\$ 3,620.67						\$ 3,620.67	100.00%	100.00%						
05-341	LEED - Battery Dispenser	Hill Inc.			\$ 5,172.22						\$ 5,172.22	100.00%	100.00%						
05-341	Misc. Tools for Delta Job Box	K & K Construction Supply			\$ 754.23						\$ 754.23	100.00%	100.00%						
05-341	Safety Cleanup	K & K Construction Supply			\$ 258.00						\$ 258.00	100.00%	100.00%						
05-341	Misc. Tools	K & K Construction Supply			\$ 517.20						\$ 517.20	100.00%	100.00%						
05-341	Misc. Tools	K & K Construction Supply			\$ 61.24						\$ 61.24	100.00%	100.00%						
05-341	Small Tools (Item #2493)	Artem Materials					\$ 10,070.33				\$ 10,070.33	100.00%	100.00%						
05-341	Small Tools for Misc. Carpentry	Artem Materials					\$ 15,070.03				\$ 15,070.03	100.00%	100.00%						
05-341	Small Tools for Misc. Carpentry	Artem Materials									\$ 2,448.03	100.00%	100.00%						
05-400	Architectural Woodwork (AW)		\$ 357,098.00	\$ 746,946.00				\$ 720,046.00	\$ (31,375.09)		\$ 720,046.00	0.00%	0.00%						
05-400	Architectural Woodwork (AW)			\$ 4,444.00				\$ 4,444.00	\$ (185.18)		\$ 4,258.82	-4.23%	-4.23%						
05-400	Architectural Woodwork (AW)				\$ 121.49						\$ 121.49	100.00%	100.00%						
05-400	Protection of New Work (PN)	Abatek & Desert Lumber			\$ 182.88		\$ 2,706.82				\$ 182.88	100.00%	100.00%						
05-400	Protection of New Work (PN)	Abatek			\$ 1,211.49			\$ 7,471.82			\$ 1,211.49	100.00%	100.00%						
05-400	Installation of Safety Toolbands, Handrails & Hole Covers	Desert Lumber			\$ 1,400.47						\$ 1,400.47	100.00%	100.00%						
05-400	Prep for Power Hoists	Desert Lumber			\$ 648.77						\$ 648.77	100.00%	100.00%						
05-400	Prep for Power Hoists	Desert Lumber			\$ 644.49						\$ 644.49	100.00%	100.00%						
05-400	Install Protective Paintwork	Desert Lumber			\$ 851.52						\$ 851.52	100.00%	100.00%						
05-400	Lumber	Desert Lumber			\$ 1,471.74						\$ 1,471.74	100.00%	100.00%						
05-400	Lumber - Polymer Protection	Desert Lumber			\$ 653.48						\$ 653.48	100.00%	100.00%						
05-400	Lumber - Polymer Protection	Desert Lumber			\$ 381.88						\$ 381.88	100.00%	100.00%						
05-400	Formwork Protection (Shiny Fence)	K & K Construction Supply			\$ 2,051.95						\$ 2,051.95	100.00%	100.00%						
05-400	Formwork Protection & Cleanup	Abatek					\$ 419,148.92	\$ (250,000.00)			\$ 169,148.92	100.00%	100.00%						
05-400	Safety Field - Carpenter						\$ 80,328.71	\$ (40,000.00)			\$ 40,328.71	100.00%	100.00%						
05-400	Safety Field - Labor						\$ 588,445.03	\$ (883,668.53)	\$ (227,044.31)		\$ 3,780,886.03	-14.29%	-14.29%						
Division 8 Woods & Plastics Totals												\$ 4,410,134.00	\$ 5,424,310.02	\$ 4,318,298.33	\$ (77,331.81)	\$ (227,044.31)	\$ 3,780,886.03	-14.29%	-14.29%

Fontainebleau Resorts, Las Vegas
Garage Anticipated Cost Report



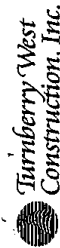
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Balance to Buy-out	Pending LEED under OCP Deducts	Anticipated Costs	Total Antic. Costs	% of Increase or Decrease	
Division 7 - THERMAL/MOISTURE														
3001E0071000	07-100	Waterproofing (MR)	Technical Management, Inc.	\$ 129,485.00	\$ 189,485.00	\$ 182,075.00	\$ (13,209.44)		\$ 26,653.00	\$ (1,120.00)	\$	\$ 149,205.50	-25.17%	
3005A0071101	07-110	Vitrified tile setting	HRM Construction Services	\$	\$ 20,000.00	\$	\$ (19,491.13)		\$	\$ (41,102.50)	\$	\$ 28,533.94	100.00%	
	07-200	Insulation (MR)		\$	\$	\$ 972,533.00	\$	\$	\$ 1,955.00	\$ (2,791.00)	\$	\$ 979,737.00	-0.13%	
	07-250	Building Insulation		\$ 625,597.00	\$ 1,155,597.00	\$	\$	\$	\$ 1,955.00	\$ (2,791.00)	\$	\$ 1,152,801.00	79.93%	
3005E0072401	07-240	Forming, Shoring & ERES	Resque M Framwork Co	\$ 17,074,500.00	\$ 16,753,541.00	\$ 12,087,607.00	\$ 9,192,569.12	\$ 480.00	\$ (44,520.00)	\$ (540,154.30)	\$	\$ 16,959,026.82	-9.33%	
3005C0075051	07-500	Membrane Roofing	Commercial Roofers	\$ 1,025,300.00	\$ 2,663,750.00	\$ 2,677,250.00	\$ (109,923.30)		\$	\$ (120,145.00)	\$	\$ 2,438,043.64	81.07%	
	07-600	Restroom Accessions		\$ 1,550,700.00	\$ 260,347.00	\$	\$	\$	\$ 260,347.00	\$ (11,824.60)	\$	\$ 248,522.40	-14.35%	
300A007101	07-910	Sprayed Fireproofing	Admet Specialty Co., Inc.	\$ 659,500.00	\$ 6,634,800.00	\$ 6,210,423.00	\$ (211,444.35)		\$ (59,522.00)	\$ (201,702.40)	\$	\$ 5,958,720.60	0.00%	
300B0078411	07-841	Fire Safety Engineering Services	JBA Consulting Engineers	\$	\$	\$ 2,900.00	\$		\$	\$ (174.00)	\$	\$ 2,726.00	100.00%	
	07-900	Sealants (MR)		\$ 232,207.00	\$	\$	\$	\$	\$ 231,859.40	\$ (9,764.00)	\$	\$ 222,095.40	-4.74%	
300S10078101	07-810	Concrete Sealant	Sisal Engineers	\$	\$ 12,316.00	\$	\$ 6,218.00		\$ 6,102.00	\$ (250.39)	\$	\$ 5,945.61	100.00%	
Division 8 - DOOR & HARDWARE														
3005A00101	08-100	Interior Doors & Frames	Division 7 Manufacturers Total	\$ 77,037,732.00	\$ 31,333,164.97	\$ 22,629,170.00	\$ 5,633,233.38	\$ 450.00	\$ 1,400,105.00	\$ (1,929,335.43)	\$	\$ 21,100.00	\$ 25,218,845.79	-74.81%
3005A00101	08-100	Interior Doors & Frames	Garage/Kitchen Corp	\$ 3,013,215.00	\$ 3,013,215.00	\$ 3,095,400.00	\$ (145,863.92)		\$	\$	\$	\$ 2,191,002.08	-27.20%	
	08-200	Special Doors (MR)		\$	\$ 333,510.00	\$	\$	\$	\$ 333,510.00	\$ (877.51)	\$	\$ 332,632.49	0.26%	
	08-300	Overhead & Coiling Doors (MR)		\$	\$ 70,875.00	\$	\$ (3,001.20)		\$ 70,875.00	\$	\$	\$ 67,873.80	-4.23%	
	08-330	Ret. Down Doors at Convention Ballroom Area		\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%	
	08-380	Overhead Doors		\$	\$	\$ 228,842.00	\$ (9,550.48)		\$ 228,842.00	\$ (9,550.48)	\$	\$ 219,291.52	-4.23%	
	08-800	Glazing		\$ 3,242,655.00	\$ 3,860,084.00	\$ 3,295,440.00	\$ (145,003.42)		\$ (353,123.00)	\$ 20,076.47	\$	\$ 2,942,316.85	-12.85%	
Division 9 - FINISHES														
09-650	E-12			\$	\$ 0.00	\$	\$	\$ 890.00	\$	\$	\$	\$ 890.00	100.00%	
09-000	Water Support Systems			\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%	
09-001	09-110	Tracing & Drywall	Professional Contracting, Inc.	\$ 10,730,050.00	\$ 10,935,054.64	\$ 8,914,241.00	\$ 1,211,405.93		\$	\$ (247,932.04)	\$	\$ 10,686,314.79	-0.87%	
09-001	09-110	Tracing & Drywall	OPR, Inc.	\$	\$ 1,071	\$ 30,450.00	\$	\$	\$	\$ (835.94)	\$	\$ 29,614.06	100.00%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.	LVI Environmental	\$	\$	\$ 100,000.00	\$ (6,131.00)		\$	\$ (3,209.95)	\$	\$ 96,790.05	100.00%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.	WACO Soundproofing & Equip.	\$	\$	\$ 23,091,070.00	\$ (9,876.02)	\$ 354.50	\$ (894,777.21)	\$ (55,049.54)	\$	\$ 22,157,824.45	82.34%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.	Highwest Drywall	\$	\$ 522,775.00	\$	\$	\$	\$ 522,775.00	\$ (2,137.28)	\$	\$ 520,637.72	-0.42%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 2,153,000.00	\$ 2,153,000.00	\$	\$	\$	\$ 1,717,714.00	\$ (2,737.81)	\$	\$ 1,644,976.19	-24.03%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$	\$ 501,142.00	\$	\$	\$	\$	\$	\$	\$	0.00%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 219,672.00	\$	\$	\$	\$	\$ 219,672.00	\$ (9,309.25)	\$	\$ 210,362.75	-10.00%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 1,075,950.00	\$ 1,075,950.00	\$	\$	\$	\$ 769,992.00	\$ (32,220.93)	\$	\$ 737,771.07	-32.28%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$	\$ 230,000.00	\$	\$	\$	\$ 230,000.00	\$ (10,239.51)	\$	\$ 219,760.49	-4.23%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$	\$ 10,000.00	\$	\$	\$	\$ 10,000.00	\$ (81.02)	\$	\$ 9,918.98	-1.00%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 701,401.00	\$ 701,401.00	\$	\$	\$	\$ 513,381.00	\$ (21,246.63)	\$	\$ 492,134.37	-37.86%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$	\$ 2,560.00	\$	\$	\$	\$ 2,560.00	\$ (108.41)	\$	\$ 2,451.59	-100.00%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 688,650.00	\$ 688,650.00	\$	\$	\$	\$ 408,633.00	\$ (21,559.25)	\$	\$ 487,073.75	-42.31%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 3,103,037.00	\$ 4,047,846.00	\$ 4,647,687.00	\$ 255,442.01		\$ 127,740.00	\$ (8,409.49)	\$	\$ 4,724,016.51	100.00%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 616,959.00	\$ 216,959.00	\$ 133,220.00	\$	\$	\$ 1,776.00	\$ (3,500.00)	\$	\$ 136,720.00	-29.42%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$	\$ 54,076.00	\$	\$	\$	\$ 54,076.00	\$ (2,323.05)	\$	\$ 51,752.95	-9.24%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$	\$ 501,142.00	\$	\$	\$	\$ 501,142.00	\$ (1,995.19)	\$	\$ 499,146.81	-0.39%	
09-001	09-110	Tracing Sound Transmission Losses at Various Fiberglass Assen.		\$ 22,088,016.00	\$ 22,088,016.00	\$ 37,837,876.00	\$ 1,880,071.80	\$ 954.00	\$ 303,208.28	\$ (1,051,211.50)	\$	\$ 38,151,834.65	38.40%	
Division 10 - SPECIALTIES														
10-160	10-160	Meat Total Compartments	Division 9 Finishes Total	\$ 245,020.00	\$ 575,010.99	\$ 638,067.00	\$ (6,848.05)		\$ (200,000.00)	\$ (63,000.84)	\$	\$ 702,254.00	89.33%	
10-160	10-160	Meat Total Compartments (MR)	L&P Interiors	\$	\$ 50,736.00	\$	\$	\$	\$ 50,736.00	\$	\$	\$ 50,736.00	100.00%	
10-210	10-210	Spoke Walk (MR)		\$	\$ 108,435.00	\$	\$	\$	\$ 106,435.00	\$ (4,507.07)	\$	\$ 101,927.93	100.00%	
10-250	10-250	Fire Protection, Staircases (MR)		\$	\$ 10,890.00	\$	\$ (71.41)		\$ 10,820.00	\$	\$	\$ 10,000.59	100.00%	
10-250	10-250	Fire Protection, Staircases (MR)		\$	\$	\$ 4,776,716.00	\$ (212,189.50)		\$	\$ (10,543.97)	\$	\$ 4,564,562.03	-8.32%	
10-250	10-250	Upstander Wall Panels		\$ 4,510,971.00	\$ 4,776,716.00	\$ 4,776,716.00	\$	\$	\$	\$	\$	\$ 4,776,716.00	100.00%	
10-250	10-250	Upstander Wall Panels		\$ 300,000.00	\$	\$ 911	\$	\$	\$	\$	\$	\$ 911	0.00%	
10-250	10-250	Upstander Wall Panels		\$ 4,894,392.00	\$ 4,894,392.00	\$ 5,715,792.00	\$ (217,028.58)	\$	\$ (26,027.00)	\$ (67,522.71)	\$	\$ 5,622,242.29	-15.19%	

Fontainebleau Resorts, Las Vegas
Carago Anticipated Cost Report



Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent without Commitment	Balance to Buy-out	Pending LEED and/or OCP Benefits	Anticipated Costs	Total Anticip. Costs	% of Increase or Decrease
Division 11 - EQUIPMENT													
			Division 11 Equipment Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%
Division 12 - FURNISHINGS													
			Division 12 Furnishings Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%
Division 13 - SPECIAL CONSTRUCTION													
			Division 13 Special Construction Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%
Division 14 - ELEVATORS/ESCALATORS/MOVING WALKWAYS													
			Division 14 Elevators/ Escalators/ Moving Walkways Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%
Division 16 - MECHANICAL													
			Division 16 Mechanical Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%
Division 18 - ELECTRICAL													
			Division 18 Electrical Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%
Division 17 - Misc. Labor													
			Division 17 Misc. Labor Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%
Division 10 - Carries & Holdups													
			Division 10 Carries & Holdups Totals	\$	\$	\$	\$	\$	\$	\$	\$	\$	0.00%

Fontainebleau Resorts, Las Vegas
General Conditions Anticipated Cost Report



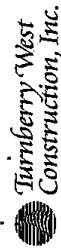
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Spent to Date	Contract Amount	CO's Issued	Spent With No Commitment	Pending to be Committed or Spent	Pending LEED and/or OCIP Deducts	Other Anticipated Costs	Total Antlc	% of Incr/decr to Revised Budget
Division 1 - CM Staffing														
01-920	Field Personnel - CM Staffing	TWC	\$ 18,257,924.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01-910	Project Superintendent	TWC	\$ -	\$ 6,105,410.00	\$ 1,730,034.01	\$ 4,375,375.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,965,217.93	\$ 7,470,627.33	22.36%
01-912	General Foreman (Salary)	TWC	\$ -	\$ 590,180.00	\$ 635,740.63	\$ 635,740.63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 373,051.86	\$ 1,009,792.49	73.88%
01-915	Assistant Superintendent	TWC	\$ -	\$ 3,361,362.00	\$ 4,396,770.88	\$ 4,396,770.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,961,275.52)	\$ 1,435,495.36	-57.29%
01-919	Union Benefits	TWC	\$ -	\$ 2,802,530.00	\$ 2,413,679.36	\$ 2,413,679.36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,805,530.00	0.00%
01-925	Accounting/Admin Personnel	TWC	\$ -	\$ 3,667,780.00	\$ 3,255,370.79	\$ 3,255,370.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 656,242.79	\$ 4,204,022.79	17.83%
01-940	Project Managers	TWC	\$ -	\$ 7,424,890.00	\$ 6,945,995.40	\$ 6,945,995.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 799,731.73	\$ 8,224,581.73	10.17%
01-945	Project Engineers	TWC	\$ -	\$ 3,645,055.00	\$ 6,943,769.78	\$ 6,943,769.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (2,946,069.63)	\$ 3,995,699.95	9.67%
01-949	Project Bonuses without Burden	TWC	\$ -	\$ 1,900,000.00	\$ 962,334.20	\$ 962,334.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 857,998.00	\$ 2,857,998.00	50.42%
01-952	LEED Turnberry West Payroll	TWC	\$ -	\$ -	\$ -	\$ (756,897.93)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (756,897.93)	100.00%
01-000	Management & Supervision Staff Burden	TWC	\$ 6,024,917.19	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,715,162.09	\$ 2,715,162.09	100.00%
01-000	Venues 3% Management/Staffing Transfer to Podium	TWC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (5,146,000.00)	\$ (5,146,000.00)	100.00%
01-000	Management Staffing Projections	TWC	\$ -	\$ -	\$ 3,600,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,515,000.00	\$ -	\$ -	\$ (2,515,000.00)	100.00%
Division 1 - CM Staffing				\$ 24,282,242.00	\$ 29,390,167.00	\$ 29,124,797.42	\$ -	\$ -	\$ 25,624,797.42	\$ 9,911,168.24	\$ -	\$ (6,722,951.65)	\$ 28,813,001.81	-1.96%
Division 1 - Field Engineering (Outside Services)														
01-870	Surveying	Various Companies	\$ 3,262,200.00	\$ 3,480,508.17	\$ 3,270,795.02	\$ (2,389.40)	\$ -	\$ -	\$ 3,273,134.42	\$ 289,773.15	\$ -	\$ 473,336.20	\$ 3,853,844.37	13.60%
01-875	Misc. Other Outside Services	Various Companies	\$ -	\$ 412,000.00	\$ 238,795.40	\$ 165,180.68	\$ 118,450.00	\$ 118,450.00	\$ 217,726.69	\$ 100,642.85	\$ -	\$ 112,121.95	\$ 524,121.95	27.21%
01-871	Scheduling	PCI Scheduling	\$ -	\$ 231,600.00	\$ 130,600.00	\$ 231,600.00	\$ 231,600.00	\$ 8,400.00	\$ (12,600.00)	\$ 4,400.00	\$ -	\$ -	\$ 231,600.00	0.00%
01-975	Outside Consultants/Cummings	Cummings, LLC	\$ -	\$ 1,280,558.16	\$ 1,562,672.37	\$ 1,562,672.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,562,672.37	22.03%
01-985	Preconstruction	Various Companies	\$ -	\$ 1,004,130.15	\$ 1,004,129.72	\$ -	\$ -	\$ -	\$ 1,004,129.72	\$ -	\$ -	\$ -	\$ 1,004,129.72	0.00%
Division 1 - Field Engineering				\$ 3,262,200.00	\$ 6,408,796.48	\$ 6,206,932.61	\$ 394,381.26	\$ 126,850.00	\$ 5,664,863.20	\$ 314,815.80	\$ -	\$ 866,468.15	\$ 7,276,368.41	13.54%
Division 1 - Hazmat Consulting														
01-560	Hazardous Material & Removal (now codes as Dowaterling)	Various Companies	\$ -	\$ 15,691.18	\$ 15,691.18	\$ 2,900.00	\$ 4,580.00	\$ 4,580.00	\$ 6,911.18	\$ 1,300.00	\$ -	\$ 4,308.82	\$ 20,000.00	27.46%
Division 1 - Hazmat Consulting				\$ -	\$ 15,691.18	\$ 15,691.18	\$ 2,900.00	\$ 4,580.00	\$ 6,911.18	\$ 1,300.00	\$ -	\$ 4,308.82	\$ 20,000.00	100.00%
Division 1 - CQC (OT for Inspectors)														
01-168	OT for Inspectors	Various Companies	\$ 200,000.00	\$ 33,030.38	\$ 21,255.38	\$ -	\$ -	\$ -	\$ 21,255.38	\$ 11,775.00	\$ -	\$ 177,795.10	\$ 210,825.48	538.28%
01-169	Permits & Fees	Governmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Division 1 - CQC (OT for Inspectors)				\$ 200,000.00	\$ 33,030.38	\$ 21,255.38	\$ -	\$ -	\$ 21,255.38	\$ 11,775.00	\$ -	\$ 177,795.10	\$ 210,825.48	538.28%
Division 1 - Safety														
01-459	Safety Perimeter Protection - Labor	TWC	\$ -	\$ 111,233.00	\$ 111,232.98	\$ -	\$ -	\$ -	\$ 111,232.98	\$ -	\$ -	\$ -	\$ 111,232.98	0.00%
01-460	Safety Perimeter Protection - Materials	Various Companies	\$ 1,077,763.00	\$ 498,951.04	\$ 438,406.65	\$ 458,669.93	\$ (49,826.02)	\$ -	\$ 65,435.32	\$ -	\$ -	\$ -	\$ 474,298.16	-4.56%
01-461	Safety Training/Awards/Clothing	Various Companies	\$ 160,000.00	\$ 9,923.30	\$ 11,252.29	\$ -	\$ -	\$ -	\$ 11,259.31	\$ -	\$ -	\$ -	\$ 11,259.31	26.16%
01-462	Drug Testing	Outside Service	\$ 412,500.00	\$ 467,600.60	\$ 262,675.60	\$ 120,600.00	\$ 60,000.00	\$ 130,428.60	\$ 156,572.00	\$ -	\$ -	\$ (100,228.00)	\$ 97,372.60	-21.43%
01-463	Personal Protection Equipment	Various Companies	\$ 209,600.00	\$ 97,993.26	\$ 49,866.23	\$ 71,259.66	\$ -	\$ -	\$ 8,733.60	\$ -	\$ -	\$ 18,000.00	\$ 97,993.26	0.00%
01-464	Safety Signage	Various Companies	\$ 358,800.00	\$ -	\$ -	\$ 2,991.69	\$ -	\$ -	\$ (2,991.69)	\$ -	\$ -	\$ -	\$ -	-
01-465	Safety Equipment (Misc/Cabaling)	Various Companies	\$ 136,800.00	\$ 216,623.55	\$ 98,172.79	\$ 79,502.87	\$ -	\$ -	\$ 57,024.87	\$ 79,995.81	\$ -	\$ (186.81)	\$ 216,927.74	-0.09%
01-466	Marking Paint/Caution Tapes/Signage	Various Companies	\$ -	\$ 29,596.01	\$ 22,865.67	\$ 20,846.29	\$ 38.13	\$ 2,704.59	\$ 5,969.00	\$ -	\$ -	\$ 156.05	\$ 29,716.06	0.53%
01-469	Misc. Safety Items	Various Companies	\$ -	\$ 96,974.61	\$ 97,247.16	\$ 85,645.37	\$ 4,000.00	\$ 19,477.98	\$ (12,148.74)	\$ -	\$ -	\$ 22,148.74	\$ 119,123.35	22.84%
01-471	Flagmen	Various Companies	\$ -	\$ 1,413,600.00	\$ 1,069,708.28	\$ -	\$ -	\$ -	\$ 1,069,730.00	\$ 343,870.00	\$ -	\$ 167,047.62	\$ 1,580,647.62	11.82%
01-551	Traffic Control	TWC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-930	Safety Director	TWC	\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ (0.01)	\$ -	-
01-931	Safety Administration	TWC	\$ 1,661,244.00	\$ 1,954,497.00	\$ 1,831,391.85	\$ -	\$ -	\$ -	\$ 1,831,391.85	\$ 123,105.15	\$ -	\$ 71,590.90	\$ 2,026,077.90	3.66%
01-932	Safety Carpenters (Codes 932, 934, 936, 938)	TWC	\$ -	\$ 0.03	\$ 32,320.49	\$ -	\$ -	\$ -	\$ 32,320.49	\$ -	\$ -	\$ -	\$ 32,320.49	100.00%
01-933	Safety Laborers (Codes 933, 935, 937, 939)	TWC	\$ -	\$ 0.05	\$ 1,433.94	\$ -	\$ -	\$ -	\$ 1,433.94	\$ (1,433.89)	\$ -	\$ -	\$ (1,433.89)	-
01-950	Payroll Taxes & Benefits	TWC	\$ -	\$ 992,348.23	\$ 942,564.52	\$ -	\$ -	\$ -	\$ 942,564.52	\$ -	\$ -	\$ 106,489.39	\$ 1,049,053.91	5.71%
00-000	Projection for Dues	TWC	\$ -	\$ -	\$ 800,000.00	\$ -	\$ -	\$ -	\$ -	\$ 800,000.00	\$ -	\$ -	\$ (800,000.00)	-
Division 1 - Safety				\$ 4,036,707.00	\$ 5,886,202.69	\$ 5,666,638.45	\$ 839,535.61	\$ 14,212.04	\$ 4,280,746.36	\$ 1,666,923.34	\$ -	\$ (606,433.01)	\$ 6,115,624.38	3.88%

Fontainebleau Resorts, Las Vegas
General Conditions Anticipated Cost Report



Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Spent to Date	Contract Amount	CO's Issued	Spent With No Commitment	Pending to be Committed or Spent	Pending LEED and/or OCP Deducts	Other Anticipated Costs	Total Antic	% of Incrber to Revised Budget
Division 1 - Field Office Expenses														
01-020	01-020	Per Diem	TWC	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ (500.00)	\$ 500.00	0.00%
01-150	01-150	Office Supplies	Various Companies	\$ 224,200.00	\$ 554,151.00	\$ 372,414.72	\$ 25,170.76	\$ (24,363.19)	\$ 371,579.29	\$ 161,764.14	\$ -	\$ 10,534.22	\$ 544,685.22	1.97%
01-150	01-150	Office Cleaning	Various Companies	\$ 144,900.00	\$ 413,969.41	\$ 134,941.86	\$ 285,000.00	\$ -	\$ 15,165.46	\$ -	\$ -	\$ 97,000.00	\$ 397,165.46	-3.95%
01-170	01-170	Field Office	Various Companies	\$ 828,290.00	\$ 1,799,150.65	\$ 1,509,222.55	\$ 1,425,486.27	\$ 129,439.71	\$ 267,695.59	\$ (23,470.92)	\$ -	\$ 605,306.39	\$ 2,404,457.04	33.64%
01-171	01-171	Field Office Labor	Various Companies	\$ -	\$ 164,388.72	\$ 158,152.63	\$ -	\$ -	\$ 156,152.63	\$ 6,236.09	\$ -	\$ 891.79	\$ 165,280.51	0.54%
01-180	01-180	Movers/Furniture Deliveries	Various Companies	\$ -	\$ 38,467.97	\$ 7,643.97	\$ -	\$ -	\$ 7,643.97	\$ 30,824.00	\$ -	\$ (5,450.09)	\$ 38,743.97	0.72%
01-180	01-180	Delivery & Postage	Various Companies	\$ 115,200.00	\$ 85,406.44	\$ 64,464.69	\$ -	\$ -	\$ 64,464.69	\$ 20,950.09	\$ -	\$ -	\$ 79,568.35	-6.38%
01-420	01-420	Office Equipment	Various Companies	\$ 485,000.00	\$ 235,765.89	\$ 110,236.97	\$ 136,412.80	\$ -	\$ 90,446.39	\$ -	\$ -	\$ 54,000.00	\$ 280,688.99	19.12%
01-440	01-440	Computer/Training/Software	Various Companies	\$ 630,000.00	\$ 381,432.86	\$ 219,730.83	\$ 163,659.86	\$ -	\$ 219,730.83	\$ -	\$ -	\$ 15,000.00	\$ 398,390.69	10.23%
01-450	01-450	Dues & Subscriptions	Various Companies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
01-771	01-771	Radio Lease	Various Companies	\$ 360,000.00	\$ 164,802.46	\$ 93,506.60	\$ 59,221.19	\$ 32,149.68	\$ 7,431.59	\$ 66,000.91	\$ -	\$ (0.31)	\$ 164,802.46	0.00%
00-000	00-000	Projection for Office Expenses	TWC	\$ -	\$ -	\$ 1,075,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,075,000.00)	\$ -	17.85%
Division 1 - Field Office Expenses:				\$ 2,787,990.00	\$ 3,797,677.42	\$ 3,749,814.22	\$ 2,094,950.68	\$ 137,226.20	\$ 1,202,904.10	\$ 1,337,603.71	\$ -	\$ (297,942.00)	\$ 4,474,842.69	17.85%
Division 1 - Temporary Utilities														
01-510	01-510	Temporary Utilities	Various Companies	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	\$ (70,000.00)	\$ -	\$ -	\$ -	\$ -	-
01-514	01-514	Temporary Phone Systems	Various Companies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-610	01-610	Temporary Water/Materials Labor	Various Companies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-730	01-730	Temporary Water Usage	Various Companies	\$ 59,400.00	\$ 186,920.00	\$ 101,568.43	\$ 575.39	\$ -	\$ 100,993.04	\$ -	\$ -	\$ 72,153.96	\$ 173,722.39	-7.01%
01-731	01-731	Temporary Water, Site - Hookups	Various Companies	\$ -	\$ 111,250.00	\$ 34,750.24	\$ 40,000.00	\$ 966.82	\$ -	\$ 35,532.94	\$ -	\$ 71,967.06	\$ 148,466.82	33.45%
01-740	01-740	Temporary Natural Gas - Usage	Various Companies	\$ -	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00	0.00%
01-750	01-750	Temporary Power Usage	Various Companies	\$ 1,825,000.00	\$ 939,309.91	\$ 1,776,093.67	\$ 416,886.00	\$ 363,811.05	\$ 1,026,320.61	\$ -	\$ -	\$ 1,828,146.27	\$ 3,635,163.93	286.92%
01-752	01-752	Temporary Power/Site - Hookups	Various Companies	\$ -	\$ 410,231.84	\$ 221,058.29	\$ 391,231.83	\$ (3,262.72)	\$ (2,281.95)	\$ -	\$ -	\$ 400,000.00	\$ 785,687.15	91.52%
01-770	01-770	Temporary Phones	Various Companies	\$ 581,600.00	\$ 414,244.00	\$ 316,651.03	\$ 7,591.71	\$ -	\$ 305,259.32	\$ -	\$ -	\$ 124,963.93	\$ 441,814.96	6.66%
01-820	01-820	Temporary Sanitation	Various Companies	\$ 1,564,200.00	\$ 896,753.43	\$ 642,091.46	\$ 460,000.00	\$ 375,000.00	\$ 51,753.43	\$ -	\$ -	\$ 375,000.00	\$ 1,261,753.43	40.70%
00-000	00-000	Projection for Temporary Power	Various Companies	\$ -	\$ -	\$ 275,000.00	\$ -	\$ -	\$ -	\$ 275,000.00	\$ -	\$ (275,000.00)	\$ -	-
Division 1 - Temporary Utilities:				\$ 4,030,200.00	\$ 3,408,809.18	\$ 3,387,413.12	\$ 1,386,264.93	\$ 738,515.15	\$ 1,416,044.44	\$ 760,532.94	\$ -	\$ 2,697,231.22	\$ 6,896,608.68	102.32%
Division 1 - Temporary Protection														
01-250	01-250	Watchman/Internet Camera	Official Security (OSI)	\$ 1,524,600.00	\$ 2,944,003.66	\$ 1,714,988.84	\$ 1,556,654.36	\$ (55,577.99)	\$ 263,123.00	\$ -	\$ -	\$ 517,410.22	\$ 2,281,609.60	-22.50%
01-364	01-364	Temporary Stairs/Landings/Ladders	Various Companies	\$ 222,300.00	\$ 46,112.02	\$ 28,817.00	\$ 43,523.90	\$ (348.49)	\$ (7,668.85)	\$ 10,605.46	\$ -	\$ -	\$ 46,112.02	0.00%
01-470	01-470	Barricades & K Rails	Various Companies	\$ 45,000.00	\$ 132,185.97	\$ 109,861.63	\$ 118,719.54	\$ -	\$ 1,456.43	\$ 12,000.00	\$ -	\$ -	\$ 132,185.97	0.00%
01-540	01-540	Pedestrian Walkway/Public Protection	Various Companies	\$ 830,250.00	\$ 185,841.63	\$ 116,174.90	\$ 28,416.13	\$ 117,748.34	\$ 3,330.56	\$ 36,146.60	\$ -	\$ -	\$ 185,841.63	0.00%
01-541	01-541	Protection - Existing Facilities	Various Companies	\$ 72,000.00	\$ 175,526.69	\$ 61,074.43	\$ 16,233.88	\$ 30,660.26	\$ 18,934.09	\$ 107,698.46	\$ -	\$ -	\$ 175,526.69	0.00%
01-542	01-542	Protection of New & Stored Materials	Various Companies	\$ 775,000.00	\$ 7,930.18	\$ 7,177.13	\$ 7,288.09	\$ -	\$ 91.19	\$ -	\$ -	\$ -	\$ 7,930.18	0.00%
01-543	01-543	Temporary Roof/Weather Protection	Various Companies	\$ 475,000.00	\$ 8,102.21	\$ 219.56	\$ 94.86	\$ -	\$ 124.70	\$ 7,882.65	\$ -	\$ 117.35	\$ 8,219.56	1.45%
01-555	01-555	Dust Control	Various Companies	\$ 1,237,500.00	\$ 2,935,184.47	\$ 1,923,609.77	\$ 1,993,008.21	\$ 1,048,790.34	\$ 215,145.32	\$ 578,240.00	\$ -	\$ -	\$ 2,935,184.47	0.00%
01-640	01-640	Temporary Fencing & Signs - Materials	Various Companies	\$ -	\$ 337,966.66	\$ 268,146.86	\$ -	\$ -	\$ 268,146.86	\$ -	\$ -	\$ -	\$ 268,146.86	0.00%
01-641	01-641	Temporary Fencing & Signs - Labor	Various Companies	\$ 315,500.00	\$ 417,605.49	\$ 246,682.89	\$ 177,647.26	\$ 56,676.57	\$ 104,626.66	\$ 70,655.00	\$ -	\$ -	\$ 417,605.49	0.00%
01-775	01-775	Alarm/System Monitoring	SW Surveillance	\$ -	\$ 27,650.48	\$ 13,795.24	\$ -	\$ -	\$ 23,847.82	\$ 8,901.18	\$ -	\$ -	\$ 27,650.48	0.00%
00-000	00-000	Field Labor Projections	TWC	\$ -	\$ 32,649.00	\$ -	\$ -	\$ -	\$ -	\$ 2,430,000.00	\$ -	\$ (2,430,000.00)	\$ -	0.00%
Division 1 - Temporary Protection:				\$ 5,497,150.00	\$ 7,249,218.46	\$ 7,214,326.87	\$ 3,943,537.13	\$ 1,197,948.04	\$ 894,893.62	\$ 3,293,764.69	\$ -	\$ (1,686,678.02)	\$ 6,743,465.38	-8.98%

Fontainebleau Resorts, Las Vegas
General Conditions Anticipated Cost Report



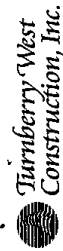
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Spent to Date	Contract Amount	CO's Issued	Spent With No Commitment	Pending to be Committed or Spent	Pending LEED and/or OCIP Deducts	Other Anticipated Costs	Total Antic	% of Incr/decr to Revised Budget
Division 1 - Material & Labor Staging														
01-160	Field Storage (Inclusive of Tool Storage)	Various Companies		\$ 419,000.00	\$ 36,715.63	\$ 24,365.48	\$ 27,507.98	\$ -	\$ 1,707.65	\$ 7,500.00	\$ -	\$ -	\$ 36,715.63	0.00%
01-166	Offsite Storage	Various Companies		\$ -	\$ 9,000.00	\$ 4,812.00	\$ -	\$ -	\$ 4,812.00	\$ 4,988.00	\$ -	\$ 2,412.00	\$ 12,212.00	24.61%
01-474	On-Site Parking	Various Companies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ (9,504.40)	\$ -	\$ -	\$ -	\$ -	100.00%
01-500	Lease for Wet 'n Wild Property	TWC		\$ 8,052,850.00	\$ 9,428,868.87	\$ 9,214,690.37	\$ 361,825.55	\$ 157,754.30	\$ 9,420,715.25	\$ (511,926.23)	\$ -	\$ 955,562.88	\$ 10,383,931.73	10.13%
11300	Wet 'n Wild Grading/Site/Demo	Various Companies		\$ -	\$ -	\$ 1,613,641.86	\$ 1,462,352.07	\$ 101,047.20	\$ 79,153.86	\$ (1,532,553.13)	\$ -	\$ -	\$ -	1000.00%
01-550	Temporary Parking/Roads	Various Companies		\$ 363,000.00	\$ -	\$ 39,401.80	\$ 31,451.05	\$ -	\$ 11,760.42	\$ 18,027.50	\$ -	\$ -	\$ 61,238.97	0.00%
01-830	Casa Mia - Joe W Brown Yard	TWC		\$ -	\$ 125,000.00	\$ 44,000.00	\$ 66,200.00	\$ -	\$ 30,800.00	\$ 26,400.00	\$ -	\$ -	\$ 125,400.00	0.00%
01-836	Rivera Parking Garage	TWC		\$ -	\$ 450,000.00	\$ 210,000.00	\$ 300,000.00	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 450,000.00	0.00%
01-840	Sahara Parking Garage - SBREHG	Sahara		\$ -	\$ 1,139,925.00	\$ 668,500.00	\$ 144,000.00	\$ 594,000.00	\$ 164,500.00	\$ -	\$ -	\$ 240,000.00	\$ 1,132,500.00	-0.65%
01-850	Sahara Laydown Yard	Sahara		\$ -	\$ 1,069,629.00	\$ 450,967.74	\$ 518,500.00	\$ -	\$ 488,467.74	\$ 62,661.26	\$ -	\$ 442,419.47	\$ 1,512,048.47	41.36%
01-901	Misc. Rough Carpentry/Saw Yard	TWC		\$ -	\$ 193,947.00	\$ 193,947.13	\$ -	\$ -	\$ 193,947.13	\$ -	\$ -	\$ (33,754.06)	\$ 150,193.07	1000.00%
Division 1 - Material & Labor Staging				\$ 8,834,850.00	\$ 12,515,024.47	\$ 12,464,226.38	\$ 2,909,272.40	\$ 846,870.15	\$ 10,366,359.85	\$ (1,874,902.60)	\$ -	\$ 1,609,640.27	\$ 13,874,239.87	10.86%
Division 1 - Clean-up (Continuous & Final)														
01-520	Construction Clean Up (Includes 520, 521, 522, 523)	TWC		\$ 559,625.00	\$ -	\$ 361.35	\$ 3,904.03	\$ -	\$ 291.72	\$ -	\$ -	\$ (4,195.75)	\$ -	-200.00%
01-524	Construction Clean Up (Subcontractors)	Subcontractors		\$ -	\$ -	\$ 5,297.29	\$ -	\$ -	\$ 5,297.29	\$ -	\$ -	\$ (5,297.29)	\$ -	0.00%
01-530	Final Clean	Various Companies		\$ 850,000.00	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
01-535	Window Cleaning	Various Companies		\$ -	\$ 2,054.04	\$ 1,983.10	\$ 701,760.00	\$ (699,705.96)	\$ -	\$ -	\$ -	\$ (2,054.04)	\$ -	202.92%
01-670	Dumpster & Trash Removal	Various Companies		\$ 1,483,200.00	\$ 1,025,323.00	\$ 958,526.21	\$ 2,904,999.44	\$ (953,700.10)	\$ 157,688.15	\$ -	\$ -	\$ 607,481.77	\$ 3,105,869.28	-
01-671	Temporary Trash Chute	Various Companies		\$ 400,000.00	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-675	Concrete Washout	Various Companies		\$ -	\$ 669,000.00	\$ 673,060.50	\$ 207,000.00	\$ 750,750.00	\$ (313,364.50)	\$ 23,614.50	\$ -	\$ -	\$ 913,618.50	36.77%
01-676	Concrete Washout Labor	Various Companies		\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Division 1 - Clean-up (Continuous & Final)				\$ 3,292,825.00	\$ 1,695,377.07	\$ 1,539,268.45	\$ 3,617,063.47	\$ (612,656.06)	\$ (150,087.34)	\$ 23,614.50	\$ -	\$ 841,553.19	\$ 4,019,487.76	137.09%
Division 1 - General Equipment & Tools														
01-330	Small Tools - GC Only	TWC		\$ -	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-340	Small Tools (Includes 340 - 343)	Various Companies		\$ 180,000.00	\$ (0.50)	\$ 219.57	\$ 227,417.53	\$ 12,646.17	\$ (211,324.55)	\$ (28,739.65)	\$ -	\$ 0.50	\$ -	-200.00%
01-344	Small Tools - Labor	Various Companies		\$ -	\$ 10,000.40	\$ 12,249.10	\$ -	\$ -	\$ 12,249.10	\$ (2,248.70)	\$ -	\$ -	\$ 10,000.40	0.00%
01-359	Equipment Purchase	Various Companies		\$ 543,000.00	\$ -	\$ 388,421.80	\$ 104,240.55	\$ 2,343.57	\$ 282,177.37	\$ 1,238.52	\$ -	\$ 12,761.48	\$ 402,761.49	3.27%
01-360	Equipment Rental	Various Companies		\$ -	\$ 393,051.25	\$ 340,057.62	\$ 216,194.21	\$ 49,893.52	\$ 3,495.12	\$ 4,956.12	\$ -	\$ 101,043.68	\$ 494,095.13	26.62%
01-361	Equipment Maintenance & Repairs	Various Companies		\$ 108,000.00	\$ -	\$ 136,052.69	\$ 32,763.75	\$ -	\$ 106,006.97	\$ 1,229.28	\$ -	\$ 48,770.72	\$ 188,770.72	34.84%
01-362	Equipment Maintenance & Repairs - Labor	Various Companies		\$ -	\$ 110,000.01	\$ 107.00	\$ 107.50	\$ -	\$ 107,930.50	\$ 2,099.01	\$ -	\$ 81,365.04	\$ 191,555.05	73.96%
01-363	Equipment Fuel/Oil	Various Companies		\$ -	\$ 233,122.02	\$ 236,446.07	\$ 18,135.86	\$ -	\$ 231,894.51	\$ -	\$ -	\$ 67,700.00	\$ 317,700.37	36.28%
01-365	Scaffolding	Various Companies		\$ 200,000.00	\$ 32,000.00	\$ 27,297.29	\$ 25,947.42	\$ 1,500.00	\$ 6,199.00	\$ -	\$ -	\$ 21,999.58	\$ 55,866.00	73.71%
01-367	Forklift Driver - Site	TWC		\$ -	\$ -	\$ 4,411.47	\$ -	\$ -	\$ 4,411.47	\$ (4,411.47)	\$ -	\$ -	\$ -	-
01-368	Forklift Driver - Tower	TWC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-369	Forklift Driver - Garage	TWC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-370	Forklift Driver - Podium	TWC		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
01-580	Auto & Truck Expenses	Various Companies		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Division 1 - General Equipment & Tools				\$ 1,031,000.00	\$ 1,268,173.20	\$ 1,253,056.30	\$ 624,806.82	\$ 104,057.14	\$ 565,169.99	\$ (27,376.89)	\$ -	\$ 335,631.20	\$ 1,820,289.16	50.67%
Division 1 - Project Documentation														
01-285	Close-out Documentation/As-Builts	Various Companies		\$ 310,000.00	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 199,999.99	\$ 200,000.00	1000.00%
01-290	Aerial Photos	Aerialtech		\$ 54,000.00	\$ 22,702.52	\$ 19,346.13	\$ -	\$ -	\$ 19,346.13	\$ 3,356.39	\$ -	\$ 7,278.46	\$ 29,980.98	32.06%
Division 1 - Project Documentation				\$ 364,000.00	\$ 22,702.53	\$ 19,346.13	\$ -	\$ -	\$ 19,346.13	\$ 3,356.40	\$ -	\$ 207,278.45	\$ 229,880.98	913.02%

Fontainebleau Resorts, Las Vegas
General Conditions Anticipated Cost Report

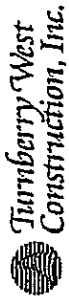


Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Spent to Date	Contract Amount	CO's Issued	Spent With No Commitment	Pending to be Committed or Spent	Pending LEED and/or OCIP Deducts	Other Anticipated Costs	Total Antic	% of Incriber to Revised Budget
Division 1 - Misc. Project Expenses														
	01-024	Insurance Cranes/hoisting	Fontainebleau	\$ -	\$ 164,899.96	\$ 164,872.79	\$ -	\$ -	\$ 164,872.79	\$ 10,827.17	\$ -	\$ 15,800.00	\$ 179,999.96	9.42%
	01-027	Insurance Project Related	Fontainebleau	\$ -	\$ 70,000.00	\$ 71,454.43	\$ -	\$ -	\$ 71,454.43	\$ -	\$ -	\$ 39,000.00	\$ 109,454.43	56.36%
	01-139	Back Charge to Colasanti	Colasanti	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	01-140	Travel & Entertainment	TWC	\$ 747,500.00	\$ 269,999.79	\$ 218,252.58	\$ 621.18	\$ (621.18)	\$ 218,264.86	\$ 51,734.93	\$ -	\$ 61,771.31	\$ 331,771.10	22.89%
	01-145	Travel & Lodging	Various Companies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	01-142	Clothing/Merchandise/Awards	Various Companies	\$ 75,000.00	\$ 63,704.00	\$ 61,757.72	\$ -	\$ -	\$ 61,757.72	\$ 1,946.28	\$ -	\$ (18,000.00)	\$ 45,704.00	-28.26%
	01-184	Band Fees	Various Companies	\$ 6,000,000.00	\$ 3,051,170.00	\$ 2,986,640.00	\$ -	\$ -	\$ 2,986,640.00	\$ 662,530.00	\$ -	\$ -	\$ 3,051,170.00	0.00%
	01-165	Licensing	Various Companies	\$ -	\$ 365,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	01-166	Legal & Professional	Governmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	01-167	Corporate Filing Fees	Governmental	\$ 90,000.00	\$ 106,000.00	\$ 83,865.91	\$ 76,546.32	\$ -	\$ 23,696.87	\$ 5,756.81	\$ -	\$ 31,891.58	\$ 137,891.58	30.09%
	01-310	Field Drinking Water/Cups - Materials	Various Companies	\$ -	\$ 220,963.22	\$ 165,312.99	\$ -	\$ -	\$ 165,312.99	\$ 55,050.24	\$ -	\$ 160,376.42	\$ 400,739.64	81.85%
	01-311	Field Drinking Water/Cups - Labor	Various Companies	\$ -	\$ -	\$ 79,374.84	\$ -	\$ -	\$ 79,374.84	\$ -	\$ -	\$ -	\$ 79,374.84	\$ -
	01-515	Signal Man Tower	TWC Labor	\$ -	\$ 50,565.74	\$ 20,530.60	\$ -	\$ -	\$ 20,530.60	\$ -	\$ -	\$ -	\$ 20,530.60	\$ -
	01-516	Port o Let Labor Tower	TWC Labor	\$ -	\$ 20,037.76	\$ 437.60	\$ -	\$ -	\$ 437.60	\$ -	\$ -	\$ -	\$ 437.60	\$ -
	01-905	Misc. Labor (Includes 905-908)	TWC	\$ 200,000.00	\$ 7,573.14	\$ 7,123.14	\$ 150.00	\$ -	\$ 6,973.14	\$ 450.00	\$ -	\$ 6,050.00	\$ 13,623.14	79.89%
	01-955	Employee Education	TWC	\$ -	\$ 524,999.89	\$ 524,800.02	\$ -	\$ -	\$ 524,800.02	\$ 199.87	\$ -	\$ (118,000.00)	\$ 406,999.89	0.00%
	11200	Turnberry Towers #3 Conduit	TWC	\$ -	\$ -	\$ 118,000.00	\$ -	\$ -	\$ 118,000.00	\$ -	\$ -	\$ (118,000.00)	\$ -	\$ -
	01-000	Misc. Costs to be moved	TWC	\$ -	\$ -	\$ 29,473.20	\$ -	\$ -	\$ 29,473.20	\$ -	\$ -	\$ (29,473.20)	\$ -	\$ -
	01-000	Projections for Sales Tax	TWC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (460,000.00)	\$ -	\$ -
		Division 1 - Misc. Project Expenses		\$ 7,112,500.00	\$ 4,914,952.10	\$ 4,234,296.39	\$ 77,317.60	\$ (621.18)	\$ 4,173,989.63	\$ 854,894.82	\$ -	\$ (173,646.58)	\$ 5,371,934.21	9.31%
		Division 1 - Testing & Inspection (ATC Associates)		\$ -	\$ 1,862,182.10	\$ 1,845,666.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
		Division 1 - Testing & Inspection (New OT for Inspections in CCC 01-169)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
		Division 1 - Reimbursable Blueprinting		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%
	01-280	Blueprinting	Mercury LDO	\$ 2,670,000.00	\$ 1,557,974.71	\$ 1,393,996.95	\$ -	\$ -	\$ 1,393,996.95	\$ -	\$ -	\$ 417,837.04	\$ 1,811,833.99	16.29%
	00-000	Projection for Blueprinting	TWC	\$ -	\$ -	\$ 150,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (150,000.00)	\$ -	\$ -
		Division 1 - Reimbursable Blueprinting		\$ 2,670,000.00	\$ 1,557,974.71	\$ 1,543,996.95	\$ -	\$ -	\$ 1,393,996.95	\$ -	\$ -	\$ 267,837.04	\$ 1,811,833.99	16.29%

Fontainebleau Resorts, Las Vegas
General Conditions Anticipated Cost Report

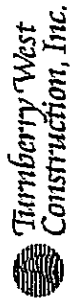


Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Spent to Date	Contract Amount	CO's Issued	Spent With No Commitment	Pending to be Committed or Spent	Pending LEED and/or OCIP Deducts	Other Anticipated Costs	Total Antic	% of Incr/Decr to Revised Budget	
Division 1 - Hoisting															
400AC1014001	01-400	Cranes & Hoisting - Garage Crane/Manlift Erection & Dismant	American Crane	\$ -	\$ -	\$ -	\$ 56,000.00	\$ (45,000.00)					\$ -		
400AC1014002	01-400	Cranes & Hoisting - Podium Crane/Manlift Erection & Dismant	American Crane	\$ -	\$ -	\$ -	\$ 235,000.00	\$ (235,000.00)					\$ -		
400AC1014003	01-400	Cranes & Hoisting - Tower Crane/Manlift Erection & Dismant	American Crane	\$ -	\$ -	\$ -	\$ 3,180,487.00	\$ (3,180,487.00)					\$ -		
400RC3014001	01-400	Cranes & Hoisting - Garage Crane/Manlift Operators	Republic Crane	\$ -	\$ -	\$ -	\$ 432,604.04	\$ (432,604.04)					\$ -		
400RC3014002	01-400	Cranes & Hoisting - Podium Crane/Manlift Operators	Republic Crane	\$ -	\$ -	\$ -	\$ 833,311.20	\$ (833,311.20)					\$ -		
400RC3014003	01-400	Cranes & Hoisting - Tower Crane/Manlift Operators	Republic Crane	\$ -	\$ -	\$ -	\$ 6,070,936.00	\$ (6,070,936.00)					\$ -		
400RT1014002	01-400	Cranes & Hoisting - Podium Crane/Manlift Equipment Rental	Republic Towers	\$ -	\$ -	\$ -	\$ 9,379,206.50	\$ (9,379,206.50)					\$ -		
400RT1014003	01-400	Cranes & Hoisting - Podium Crane/Manlift Equipment Rental	Republic Towers	\$ -	\$ -	\$ -	\$ 670,743.75	\$ (670,743.75)					\$ -		
400RT1014003	01-400	Cranes & Hoisting - Garage Crane/Manlift Equipment Rental	Republic Towers	\$ -	\$ -	\$ -	\$ 168,068.45	\$ (168,068.45)					\$ -		
400372002	01-400	Misc. Rigging Items for Garage	BC Wire & Rope	\$ -	\$ -	\$ 649.09	\$ 649.09	\$ -				\$ (649.09)	\$ -		
400372004	01-400	Chockers	BC Wire & Rope	\$ -	\$ -	\$ 2,274.93	\$ 2,274.93	\$ -				\$ (2,274.93)	\$ -		
400372005	01-400	Come Alongs	BC Wire & Rope	\$ -	\$ -	\$ 4,386.00	\$ 4,386.00	\$ -				\$ (4,386.00)	\$ -		
400372007	01-400	Chockers & Come Alongs	BC Wire & Rope	\$ -	\$ -	\$ 415.70	\$ 447.92	\$ -				\$ (447.92)	\$ -		
400JAK014002	01-400	Tower/Tie Back Crane #1	Jakes Crane	\$ -	\$ -	\$ 6,775.00	\$ 6,650.00	\$ 125.00				\$ (6,755.00)	\$ -		
PGRCW070006	01-400	White Scott Hoist - Garage	BC Wire & Rope	\$ -	\$ -	\$ 1,360.00	\$ 1,360.00	\$ -				\$ (1,360.00)	\$ -		
TOB4070013	01-400	Grease/Lube Material - Tower	Abatix	\$ -	\$ -	\$ 1,071.05	\$ 827.45	\$ 243.60				\$ (1,071.05)	\$ -		
TOPCS900093	01-400	Misc Items for Cranes - Tower	Pacific Coast Steel	\$ -	\$ -	\$ -	\$ 2,035.24	\$ -				\$ (2,035.24)	\$ -		
			Dialco Crane	\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -		
			Various Companies	\$ 26,232,410.00	\$ 417,957.75	\$ 662.51	\$ -	\$ -				\$ -	\$ -		
				\$ -	\$ 0.01	\$ -	\$ -	\$ -				\$ -	\$ -		
				\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -		
				\$ -	\$ -	\$ -	\$ -	\$ -				\$ -	\$ -		
400JL014101	01-410	Mobile Cranes - Hook Work at Tower	Dialco Crane	\$ -	\$ -	\$ -	\$ 200,000.00	\$ (200,000.00)				\$ -	\$ -		
400REL014151	01-415	Crane Welding & Maintenance	Reliable Steel	\$ -	\$ -	\$ -	\$ 100,000.00	\$ (6,946.35)	\$ (52,127.11)			\$ (40,924.54)	\$ -		
			Division 1 - Hoisting	\$ 26,232,410.00	\$ 417,957.74	\$ 17,604.48	\$ 21,344,987.57	\$ (21,232,936.69)	\$ (52,127.11)			\$ (59,923.77)	\$ -		
Division 1 - OCIP															
			Division 1 - OCIP	\$ -	\$ -	\$ -	\$ -	\$ (22,580.09)	\$ (106,351.48)	\$ (68,735.82)	\$ -	\$ -	\$ (197,667.39)	-1000.00%	
			Division 1 - OCIP	\$ -	\$ -	\$ -	\$ -	\$ (22,580.09)	\$ (106,351.48)	\$ (68,735.82)	\$ -	\$ -	\$ (197,667.39)	-1000.00%	
Division 1 - LEED															
			Division 1 - LEED	\$ -	\$ -	\$ -	\$ -	\$ (398.42)	\$ -	\$ -	\$ -	\$ -	\$ (398.42)	-1000.00%	
			Division 1 - LEED	\$ -	\$ -	\$ -	\$ -	\$ (398.42)	\$ -	\$ -	\$ -	\$ -	\$ (398.42)	-1000.00%	
			General Conditions Totals	\$ 93,634,074.00	\$ 79,551,054.61	\$ 76,726,664.03	\$ 36,635,037.57	\$ (18,600,932.72)	\$ 55,662,592.72	\$ 16,097,918.03	\$ -	\$ (2,925,642.47)	\$ 87,280,206.96	11.07%	
			Anticipated Costs Over Revised Budget	\$ -	\$ -	\$ -	\$ 8,659,152.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	



**Fontainebleau Resorts, Las Vegas
Podium
Anticipated Cost Log**

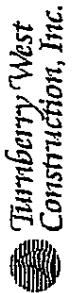
POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Total
9	Pending	Channel Glass Revision - Scaffolding	09-251	KHS&S Contracting	Design Develop	\$ 4,883,725.00
14	Pending	Exterior Signage Revision - Electrical	16-300	Bombard	Design Develop	\$ 2,918,098.00
15A	Pending	Pylon Sign Revisions - Electrical	16-300	Bombard	Design Develop	\$ 1,438,217.00
17	Approved	Added Elevator CP4	14-200	Thyssen	Design Develop	\$ 214,468.00
19A	ISSUED	Structural Drawing Revisions	05-120	W&W Steel	Design Develop	\$ -
20	Approved	Added Glass Back Elevators at CP3 & CP\$	14-200	Thyssen	Design Develop	\$ 20,394.00
21	Approved	Added Rear Opening to Elevator TF2	14-200	Thyssen	Design Develop	\$ 19,746.00
26	Approved	AMEP Progress Set of Drawings (\$10 Million to Tower)	Various	Various	Design Develop	\$ -
26A	Approved	Added Stairs in Drawings			Design Develop	\$ -
35	ISSUED	Added Beverage Conduit and CO System	15-400	Desert Plumbing	Design Develop	\$ -
35A		Credit Added Beverage Conduit & CO2 - from Owner Change Order #24	15-400	Desert Plumbing	Design Develop	\$ -
37	Approved	Exterior Facade Value Engineering	09-251	KHS&S Contracting	Owner Request	\$ (4,458,822.00)
40	ISSUED	North Podium Structure	05-120	W&W Steel	Architectural Changes	\$ 31,641.00
43	ISSUED	S-2 Structural Revisions Dated 7/31/07	05-120	W&W Steel	Structural Changes	\$ -
45	Pending	Pool Deck MEP Revisions	15-300	Desert Fire	Design Develop	\$ 547,226.00
46	ISSUED	S-3 Structural Revisions Dated 7/31/07	05-120	W&W Steel	Structural Changes	\$ -
56	ISSUED	S-4 Structural Revisions Dated 10/3/07	05-120	W&W Steel	Structural Changes	\$ -
57	ISSUED	S-5 Structural Revisions Dated	05-120	W&W Steel	Structural Changes	\$ 0.17



**Fontainebleau Resorts, Las Vegas
Podium
Anticipated Cost Log**

POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Total
58	Approved	Luggage Conveyor/Eliminate Elevator BS1	14-200	Thyssen	Owner Request	\$ (184,311.00)
60	ROM	Increase Structure at Pool Gaming Area	05-120	W&W Steel	Owner Request	\$ 1,030,000.00
61	Pending Partially ISSUED	Fire Protection Revision - Fire Protection Report dated 9/5/07	15-300	Desert Fire	Design Develop	\$ 2,083,052.00
61A	ISSUED	Fire Protection Revision - Fire Protection Report dated 9/5/07	15-300	Desert Fire	Design Develop	\$ -
62	Pending	Exterior Louver Revision at LVB & Riviera (ROM)	15-700	Gallagher-Kaiser	Design Develop	\$ 380,000.00
63	Pending	Eaton Switch Gear - Gear	16-300	Bombard	Design Develop	\$ 81,885.00
64a	ISSUED	11/07 AMEP Progress Drawings - (14) Pollution Control Units on the Meeting Rooms Roof	Various	Various	Design Develop	\$ -
64	Pending	11/07 AMEP Progress Drawings Low Voltage Changes (Partial to Tower)	Various	Various	Design Develop	\$ 908,196.50
65	Approved	Misc. Elevator and Escalator Changes	14-200	Thyssen	Design Develop	\$ (819,619.00)
66	Pending	Data Center Electrical Requirements - APC Design	16-740	FISK	Design Develop	\$ 849,938.00
67	ROM	Added Walker Duct	16-300	Bombard	Design Develop	\$ 600,000.00
69	ROM	Valet Gate System	16-300	Bombard	Design Develop	\$ 125,000.00
70	ROM	Adjustment to Build-Out Allowances based on the Casino Master Plan (will distribute to Subcontractors as costs are realized) (8.5 Mill to Tower)	09-990	Finishes	Owner Request	\$ 8,224,465.00
70A	ISSUED	Partial Costs Associated with the Buy-out of the Retail Corridor (Public Circulation) and Meeting Rooms	Various	Various	Owner Request	\$ -
70B	ISSUED	POC #70B Various Approved Venue Budgets - Sports Deli, Race & Sports Book, Buffett and Coffee Shop	Various	Various	Owner Request	\$ -
70C	ISSUED	POC #70C Approved Venue Budget for Public Restroom	Various	Various	Owner Request	\$ -
70D	ISSUED	POC #70D Approved Venue Budget for Back of House	Various	Various	Owner Request	\$ -
72	Approved	Exterior Facade Value Engineering		Entrances & Storefronts	Owner Request	\$ (1,223,286.00)
73	ISSUED	S-6 Structural Revisions - Steel Changes	05-120	W&W Steel	Structural Changes	\$ -

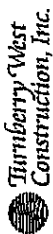
**Fontainebleau Resorts, Las Vegas
Podium
Anticipated Cost Log**



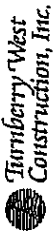
POC #	Status	Description	Cost Code	Subcontractor	Responsible for Change	Total
78A	ROM	S-7 Structural Revisions - Steel Changes	05-120	W&W Steel	Design Develop	\$ -
81	ROM	MEP Modifications for the new Casino Layout (Electrical)	16-300	Bombard	Design Develop	\$ 1,430,932.50
82	ISSUED	Split Fire and Domestic Water Loop			MEP	\$ -
86	ISSUED	Kitchen Equipment	11-400		Design Develop	\$ -
88	ISSUED	Deduct for Expansion Joints - Moved to Garage	16-300	Bombard	Design Develop	\$ -
118	ISSUED	AHU's and Hot Water for Food Service Facilities	Various	Various	Design Develop	\$ -
	Pending	Budget for Window Washing System	11-024	TBA	Design Develop	\$ 500,000.00
Total						\$ 19,600,946.17
Anticipated Owner Equity Funding						\$ 12,314,335.17
Anticipated Contingency Draw						\$ 7,286,611.00

Original Priority One \$ 118,502,708.00
 Moved to Tower Owner Equity \$ (21,500,000.00)
 Transferred to General Conditions \$ (4,016,400.00)
 Balance of Owner Equity Funding \$ 12,314,335.17

Fontainebleau Resorts, Las Vegas
Podium
Anticipated Cost Report



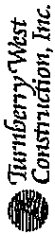
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Sprint w/out Commitment	Remaining to Buy-out	Pending LEED/CCIP Deducts	Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Budget Budget
DIVISION 1 - GENERAL CONDITIONS														
500ASAO18701	01-470	Management Services		\$ -	\$ -	\$ 80,000.00	\$ 80,000.00	\$ -	\$ -	\$ -	\$ -	\$ 143,053.09	100.00%	1000.00%
DIVISION 2 - SITEWORK														
Division 2 - Sitework Totals														
500SDU022001	02-200	Mass Excavation	Southern Nevada Paving	\$ 8,814,800.00	\$ 7,554,430.00	\$ 4,592,437.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,540,245.17	-11.1%	10.73%
500SNPO2201	02-220	Structural Excavation & Backfill	Southern Nevada Paving	\$ 1,893,870.00	\$ 3,424,172.00	\$ 473,150.00	\$ 2,911,250.20	\$ -	\$ -	\$ -	\$ -	\$ 3,384,400.20	100.00%	100.00%
500MLUK02201	02-220	Import Trucking/Hauling	Mitrac Trucking	\$ -	\$ 127,000.00	\$ 25,000.00	\$ 182,000.00	\$ -	\$ -	\$ -	\$ -	\$ 127,000.00	0.00%	0.00%
500ALU02201	02-220	Soil Supplier	Almad Trucking	\$ -	\$ 95,000.00	\$ 25,000.00	\$ 70,000.00	\$ 1,820.00	\$ -	\$ -	\$ -	\$ 65,000.00	100.00%	100.00%
500ALU02201	02-250	Shoring/Retard	Almad Tronch Shoring	\$ 150,000.00	\$ 14,000.00	\$ 11,441.50	\$ 2,058.50	\$ -	\$ -	\$ -	\$ -	\$ 13,930.00	-3.56%	3.56%
500RAY022151	02-315	PO - Consulting - Month Platforms	Raymond Forestry	\$ 2,100,000.00	\$ 5,740.00	\$ 1,939.50	\$ 3,900.00	\$ -	\$ -	\$ -	\$ -	\$ 5,739.50	-96.17%	-96.17%
500BEE024651	02-465	Detailed Plan	Bechtel, Inc.	\$ 1,977,875.00	\$ 2,079,855.00	\$ 1,862,980.00	\$ 324,303.89	\$ -	\$ -	\$ -	\$ -	\$ 1,862,980.00	0.00%	0.00%
500BWM024651	02-465	Break/Chip Concrete Post w/Excavator	B. Witt Concrete Cutting	\$ -	\$ 4,531.00	\$ 4,531.00	\$ -	\$ 86,497.02	\$ -	\$ -	\$ -	\$ 91,028.02	100.00%	100.00%
500AND024651	02-465	North Problem Diagnostics	Aradango Drilling	\$ -	\$ 303,000.00	\$ 284,402.00	\$ (4,751.54)	\$ -	\$ -	\$ -	\$ -	\$ 279,650.00	-26.89%	-26.89%
500CAL02501	02-500	Chain Link Fence	Alvan Rentals	\$ -	\$ 73,125.00	\$ 18,520.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 70,083.41	100.00%	100.00%
500TRAD02001	02-600	Landscaping	Clark County Fence	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,325,310.63	100.00%	100.00%
DIVISION 3 - CONCRETE														
Division 3 - Concrete Totals														
500RIND03501	03-550	Concrete Meribel	Walker Materials West, LLC	\$ -	\$ 10,954,003.00	\$ 10,032,871.89	\$ (879,851.77)	\$ 371,697.06	\$ 348,187.00	\$ (14,744.22)	\$ -	\$ 10,156,119.95	100.00%	-7.27%
500HIL03501	03-600	Adhesive Anchors	Hill, Inc.	\$ -	\$ 10,500.00	\$ 10,725.00	\$ 9,425.00	\$ -	\$ -	\$ -	\$ -	\$ 20,200.00	87.04%	87.04%
500CLO031001	03-100	Concrete Formwork, Placement & Finish	Costanet Specialty Services	\$ 44,540,380.00	\$ 40,135,427.00	\$ 31,100,000.00	\$ 4,651,470.80	\$ -	\$ 3,784,260.00	\$ (180,459.74)	\$ -	\$ 39,230,291.16	100.00%	-2.25%
500TRAD02001	03-110	Concrete Formwork	Tracy Blvd Landscapes	\$ -	\$ 2,301,168.00	\$ 2,326,807.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,326,807.00	100.00%	-1.35%
500CEN032001	03-200	Reinforcing Steel Control	Century Steel, Inc.	\$ 8,107,393.00	\$ 10,296,642.00	\$ 7,596,000.00	\$ 4,496,239.23	\$ -	\$ 652,344.00	\$ (2,780.00)	\$ -	\$ 12,103,910.52	-4.17%	-100.00%
500RMD03501	03-350	Special Concrete Finishes	Roman Industries	\$ -	\$ 8,437.00	\$ 8,436.63	\$ (450.23)	\$ -	\$ -	\$ -	\$ -	\$ 7,986.40	-3.34%	100.00%
500RMD03501	03-350	Specialty Placed Concrete	KK Construction	\$ -	\$ -	\$ 2,040.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,040.00	100.00%	100.00%
500RMD03501	03-350	Misc. Construction Equipment	Deco Foam	\$ 1,312,709.00	\$ 1,197,420.24	\$ 411,113.56	\$ (2,194.00)	\$ 70.39	\$ 875,711.00	\$ (37,082.60)	\$ -	\$ 877,547.96	-33.15%	-22.65%
500RMD03501	03-500	Excluded Foam	Roman Industries	\$ -	\$ 5,814.00	\$ 5,814.10	\$ (310.27)	\$ -	\$ -	\$ -	\$ -	\$ 5,574.22	100.00%	-4.13%
500RMD03501	03-500	Excluded Foam	Roman Industries	\$ -	\$ 35,720.76	\$ 35,720.76	\$ (1,806.21)	\$ -	\$ -	\$ -	\$ -	\$ 33,814.55	100.00%	-5.34%
500BUI023401	03-940	PO - Concrete Cutting	B. Witt Concrete Cutting	\$ -	\$ 85,000.00	\$ 20,000.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -	\$ 132,025.41	100.00%	36.07%
500CCN035401	03-940	PO - Concrete Repair Slabs	Concrete Slab Investigation	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,406.98	100.00%	61.07%
500CCN035401	03-940	PO - Concrete Repair Slabs	Concrete Slab Investigation	\$ -	\$ -	\$ 80,000.00	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 178,229.00	100.00%	1000.00%
DIVISION 4 - MASONRY														
Division 4 - Masonry Totals														
500MAR04201	04-200	Unit Masonry	Mason Masonry	\$ 882,782.00	\$ 3,013,055.00	\$ 1,341,380.00	\$ 840,067.61	\$ -	\$ 701,870.00	\$ (58,353.48)	\$ -	\$ 2,824,854.16	220.00%	-8.24%
DIVISION 5 - METALS														
Division 5 - Metals Totals														
500WV051001	05-120	Structural Metal Framing	W & W Steel, Inc.	\$ 124,750,853.00	\$ 4,820,411.00	\$ 115,650,000.00	\$ 70,700,505.99	\$ -	\$ 4,820,411.00	\$ (704,377.78)	\$ -	\$ 6,622,038.21	-95.39%	-4.21%
500STED055001	05-500	Miscellaneous Steel	Steel Engineers	\$ -	\$ 190,127,540.00	\$ 115,650,000.00	\$ 7,474,530	\$ -	\$ -	\$ -	\$ 1,601,841.17	\$ 103,903,800.32	142.73%	-3.27%
500WV055001	05-500	Miscellaneous Steel	Dixco Crane	\$ -	\$ 5,930.00	\$ 5,397.50	\$ 7,474.50	\$ -	\$ -	\$ -	\$ -	\$ 12,869.00	100.00%	750.00%
500WV055001	05-500	Misc. Steel	Union Erectors	\$ -	\$ 2,064,739.00	\$ 1,876,500.00	\$ 106,572.59	\$ -	\$ -	\$ -	\$ -	\$ 1,972,276.48	100.00%	-4.46%
500REL055101	05-510	Miscellaneous Metals; Slab Construction	Reliable Steel, Inc.	\$ 3,864,000.00	\$ 11,448,486.00	\$ 8,070,926.00	\$ 2,786,935.23	\$ -	\$ 200,454.00	\$ (16,256.13)	\$ -	\$ 11,089,529.33	187.25%	-2.06%
500GEC092601	05-700	Ornamental Metal	George H. Raymond Co.	\$ 5,231,362.00	\$ 3,948,782.00	\$ 231,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,181,247.47	-51.25%	-93.31%
500PER056001	05-800	Insulation of Concrete at Ground Level/Expansion Joint/CCIP Deck	Performance Construction	\$ 880,850.00	\$ 90,850.00	\$ 1,180.00	\$ (14.00)	\$ -	\$ -	\$ -	\$ -	\$ 1,166.00	-99.83%	-98.72%
Division 5 Metals Totals														
				\$ 147,073,651.00	\$ 272,515,188.00	\$ 235,834,989.38	\$ 73,979,874.31	\$ 6,737.41	\$ 8,010,417.00	\$ (5,877,866.20)	\$ 1,981,841.17	\$ 264,408,682.67	316.88%	-3.81%



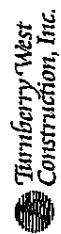
Fontainebleau Resorts, Las Vegas
Podium
Anticipated Cost Report

Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Remaining to Buy-out	Pending LEED/DCIP Deducts	Anticipated Costs	Total Contract	Antic vs Budget	Antic vs Budget
Division 6 - WOODS & PLASTICS														
5005D061001	06-100	Carpentry Labor	TWIC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5005E061001	06-100	Misc. Lumber	Squires Lumber Co.	\$ 1,784,159.00	\$ 1,659,456.20	\$ 3,232.50	\$ (172.50)	\$ 14,142.83	\$ 497,226.00	\$ (21,055.51)	\$ -	\$ 14,142.83	\$ 1,000.00%	\$ 1,000.00%
5005E061002	06-100	Lumber for Telecom Rooms		\$ -	\$ 3,441.10	\$ 3,441.10	\$ (183.60)	\$ -	\$ -	\$ -	\$ -	\$ 3,257.50	\$ 75.14%	\$ -75.14%
5005E061003	06-100	Lumber for Telecom Rooms		\$ -	\$ 1,597.18	\$ 1,597.18	\$ (89.93)	\$ -	\$ -	\$ -	\$ -	\$ 1,483.55	\$ 100.00%	\$ -5.34%
5005K0334601	06-100	Misc. Construction Supplies		\$ -	\$ 287.52	\$ 287.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 287.52	\$ 100.00%	\$ 0.07%
5005K03401001	06-100	Scarfing Rental		\$ -	\$ 2,155.00	\$ 2,155.00	\$ (115.00)	\$ -	\$ -	\$ -	\$ -	\$ 2,040.00	\$ 100.00%	\$ -5.34%
5005E062001	06-105	Deck Preparation	Turnberry West	\$ -	\$ 32,776.00	\$ 12,776.00	\$ 122.10	\$ -	\$ -	\$ -	\$ -	\$ 12,653.90	\$ 100.00%	\$ 1.01%
5005E062002	06-200	Finish Carpentry	Garrett M. Raymond Co.	\$ 6,508,506.00	\$ 2,912,541.00	\$ 689,406.00	\$ -	\$ 38,404.23	\$ 2,243,075.00	\$ (123,333.81)	\$ -	\$ 2,769,207.39	\$ 100.00%	\$ 100.00%
5005E062003	06-200	Mitework	Turnberry West	\$ 4,737,865.00	\$ 3,740,285.00	\$ -	\$ -	\$ -	\$ 3,740,285.00	\$ (156,385.44)	\$ -	\$ 3,583,899.56	\$ 100.00%	\$ -4.23%
5005E062004	06-341	Small Tools	Turnberry West	\$ -	\$ -	\$ 93,855.00	\$ -	\$ 113,897.43	\$ -	\$ -	\$ -	\$ 93,855.00	\$ 100.00%	\$ 100.00%
5005E062005	06-341	Carpentry Tools	Atenarky Chevrolet	\$ -	\$ -	\$ 8,865.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,865.00	\$ 100.00%	\$ 100.00%
5005E062006	06-341	Small Tools & Consumables	Desert Lumber	\$ -	\$ -	\$ 2,100.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,100.78	\$ 100.00%	\$ 100.00%
5005E062007	06-341	Epoxy Adhesive Combo Kit	HBI, Inc.	\$ -	\$ -	\$ 2,408.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,408.83	\$ 100.00%	\$ 100.00%
5005E062008	06-341	Epoxy Adhesive Anchor Kit	HBI, Inc.	\$ -	\$ -	\$ 4,897.66	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,897.66	\$ 100.00%	\$ 100.00%
5005E062009	06-341	Drill for Mitework	HBI, Inc.	\$ -	\$ -	\$ 2,448.83	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,448.83	\$ 100.00%	\$ 100.00%
5005E062010	06-341	Small Tools and Marking Paint for Mitework	KK Construction	\$ -	\$ -	\$ 780.97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 780.97	\$ 100.00%	\$ 100.00%
5005E062011	06-341	HyperFlex/Seal and Gate Style Lock-out	KK Construction	\$ -	\$ -	\$ 1,232.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,232.88	\$ 100.00%	\$ 100.00%
5005E062012	06-344	Small Tools & Consumables	KK Construction	\$ -	\$ -	\$ 159.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.27	\$ 100.00%	\$ 100.00%
5005E062013	06-344	Small Tools & Consumables	Desert Lumber	\$ -	\$ -	\$ 5,538.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,538.59	\$ 100.00%	\$ 100.00%
5005E062014	06-350	Equipment Rental	Desert Lumber	\$ -	\$ -	\$ 1,632.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,632.02	\$ 100.00%	\$ 100.00%
5005E062015	06-368	Permit Driver/Operator	Misc.	\$ -	\$ -	\$ -	\$ -	\$ 11,998.88	\$ -	\$ -	\$ -	\$ 11,998.88	\$ 100.00%	\$ 100.00%
5005E062016	06-370	Forklift Driver	TWIC	\$ -	\$ -	\$ -	\$ -	\$ 20,067.81	\$ -	\$ -	\$ -	\$ 20,067.81	\$ 100.00%	\$ 100.00%
5005E062017	06-400	Architectural Woodwork	Powell Cabinet & Fixture	\$ -	\$ 3,390,970.00	\$ 2,843,721.00	\$ 25,743.84	\$ -	\$ 511,595.16	\$ (143,189.57)	\$ -	\$ 3,237,800.43	\$ 100.00%	\$ -4.23%
5005E062018	06-400	Interior Finery	Quality Cabinet & Fixture	\$ -	\$ 3,480,000.00	\$ 3,480,000.00	\$ -	\$ 39,236.65	\$ -	\$ -	\$ -	\$ 3,519,236.65	\$ 100.00%	\$ 100.00%
5005E062019	06-400	Interior Finery	MHS&S Contractors, Inc.	\$ -	\$ 2,360,224.00	\$ 2,360,224.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,360,224.00	\$ 100.00%	\$ 100.00%
5005E062020	06-400	Wood Door Frames		\$ 3,887,300.00	\$ 1,655,136.00	\$ -	\$ -	\$ 73,789.04	\$ 1,605,136.00	\$ (67,870.62)	\$ -	\$ 1,537,165.38	\$ 100.00%	\$ -4.23%
5005E062021	06-470	Perimeter Protection	Turnberry West/Desert	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5005E062022	06-740	Lumber for Protection	Desert Lumber	\$ -	\$ -	\$ 1,395.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,395.75	\$ 100.00%	\$ 100.00%
5005E062023	06-740	Organic Fence and Stadium Bannorials	Desert Lumber	\$ -	\$ -	\$ 242.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242.05	\$ 100.00%	\$ 100.00%
5005E062024	06-542	Temporary Protection	KK Construction	\$ -	\$ -	\$ 65.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65.50	\$ 100.00%	\$ 100.00%
5005E062025	06-832	Safety Capacitor	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 5,088.84	\$ 227,757.00	\$ (6,644.53)	\$ -	\$ 221,112.47	\$ 100.00%	\$ -4.23%
5005E062026	06-832	Safety Capacitor	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 840,136.84	\$ -	\$ -	\$ -	\$ 840,136.84	\$ 100.00%	\$ 100.00%
5005E062027	06-832	Safety Capacitor	Turnberry West	\$ -	\$ -	\$ -	\$ -	\$ 316,068.35	\$ -	\$ -	\$ -	\$ 316,068.35	\$ 100.00%	\$ 100.00%
Division 7 - THERMAL/MOISTURE														
5005E071001	07-100	Below Grade Waterproofing	Divillon & Wood & Plastics Totals	\$ 18,859,822.00	\$ 18,815,808.00	\$ 9,620,636.73	\$ 25,310.21	\$ -	\$ 8,824,987.16	\$ (771,714.81)	\$ -	\$ 18,888,638.20	\$ 11.08%	\$ -3.97%
5005E072001	07-200	Insulation	Teachcon Management, Inc.	\$ 8,210,530.00	\$ 7,351,601.00	\$ 836,593.00	\$ -	\$ -	\$ 1,928,093.00	\$ (117,852.48)	\$ -	\$ 7,000,459.31	\$ -14.74%	\$ -4.78%
5005E072002	07-200	Insulation	George K. Raymond Co.	\$ 693,971.00	\$ 610,642.28	\$ 312,080.00	\$ -	\$ -	\$ 285,354.00	\$ (12,642.48)	\$ -	\$ 597,699.52	\$ -39.64%	\$ -2.07%
5005E072003	07-210	Building Insulation	F. Rodgers	\$ -	\$ 575,798.74	\$ 309,471.00	\$ 266,827.74	\$ -	\$ -	\$ -	\$ -	\$ 575,798.74	\$ 100.00%	\$ 0.00%
5005E072004	07-250	Low, Medium, High Density Type Waterproofing	F. Rodgers	\$ 343,016.00	\$ 343,016.00	\$ 198,054.00	\$ -	\$ -	\$ 147,688.00	\$ (9,261.59)	\$ -	\$ 332,410.42	\$ -3.89%	\$ -3.03%
5005E072005	07-500	Membrane Roofing & Accessories	LVI Environmental of Nevada, Inc.	\$ 4,006,850.00	\$ 2,956,134.65	\$ 9,201,123.00	\$ 140,164.34	\$ -	\$ 2,975,829.00	\$ (140,452.01)	\$ -	\$ 9,476,601.39	\$ 24.87%	\$ 4.50%
5005E072006	07-640	Flashing & Sheet Metal	Eberhard Southwest Roofing, Inc.	\$ 1,720,383.00	\$ 3,950,139.00	\$ 2,335,964.00	\$ 1,658,882.84	\$ -	\$ 1,384,884.00	\$ (53,129.55)	\$ -	\$ 3,428,165.39	\$ -14.47%	\$ -6.12%
5005E072007	07-640	Insulation/Finishing	F. Rodgers	\$ -	\$ 430,000.00	\$ 174,725.00	\$ (47,751.03)	\$ -	\$ 250,850.00	\$ (19,222.42)	\$ -	\$ 367,201.53	\$ 100.00%	\$ -14.60%
5005E072008	07-640	Consulting	JBA	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 100.00%	\$ 0.00%
5005E072009	07-800	Stairways	Clark County	\$ 833,196.00	\$ -	\$ -	\$ -	\$ 4,425.00	\$ -	\$ -	\$ -	\$ 4,425.00	\$ 100.00%	\$ 0.00%
5005E072010	07-800	Stairways	Clark County	\$ -	\$ 1,108,350.00	\$ -	\$ -	\$ -	\$ 1,108,350.00	\$ (58,934.25)	\$ -	\$ 1,049,415.75	\$ 2.63%	\$ -4.23%
5005E072011	07-800	Stairways	Division 7 Thermal/Moisture Totals	\$ 23,694,877.00	\$ 26,530,376.00	\$ 10,815,329.00	\$ 6,971,116.42	\$ 4,425.00	\$ 7,728,927.00	\$ (420,889.08)	\$ -	\$ 24,094,107.38	\$ 1.68%	\$ -4.91%

Fontainebleau Resorts, Las Vegas
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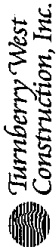
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent without Commitment	Remaining to Buy-out	Pending LSC/OCIP Deductions	Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Revised Budget
Division 8 - DOOR & HARDWARE														
500000081001	08-100	Metal Doors & Frames	Door & Hardware	\$ 2,084,011.00	\$ 2,496,341.00	\$ 2,000,000.00	\$ 409,569.47		\$ 1,693,630.00	\$ (70,469.29)	\$ -	\$ 3,997,039.19	\$ 1,303.19	\$ 3,926,570.00
50031R084001	08-300	Spacial Doors		\$ -	\$ 103,500.00	\$ -	\$ -		\$ 103,500.00	\$ (4,382.70)	\$ -	\$ 99,117.30	\$ 1,000.00	\$ 100,000.00
50031R084001	08-323	Overhead & Colling Doors		\$ -	\$ 60,500.00	\$ -	\$ -		\$ 60,500.00	\$ (2,668.27)	\$ -	\$ 57,831.73	\$ 1,000.00	\$ 58,831.73
50031R084001	08-400	Aluminum Entrances/Stairwells/Glazed Aluminum Curtain Walls and Fixed Windows	Stux Glass, Inc.	\$ 18,158,098.00	\$ 14,109,828.00	\$ 15,284,090.00	\$ 229,649.64		\$ 12,988,189.00	\$ (8,025.74)	\$ (1,223,268.00)	\$ 14,835,295.37	\$ -18,000.00	\$ 14,817,295.37
50031R084001	08-800	Insular Glass		\$ 20,424,450.00	\$ 13,227,658.00	\$ 359,459.13	\$ -		\$ 12,868,189.00	\$ (493,154.49)	\$ (1,223,268.00)	\$ 11,511,817.70	\$ -43,640.00	\$ 11,468,177.70
50031R084001	08-400	Glazing	Power Cabinet & Finish	\$ -	\$ 285,109.00	\$ 285,709.00	\$ -		\$ -	\$ (12,140.09)	\$ -	\$ 273,568.91	\$ 100,000.00	\$ 173,568.91
Division 9 - FINISHES														
50031R092501	09-100	Metal Support Systems		\$ 100,000.00	\$ 100,000.00	\$ -	\$ -		\$ 100,000.00	\$ (4,234.57)	\$ -	\$ 95,765.43	\$ -4,234.57	\$ 100,000.00
50031R092501	09-250	Interior Framing, Drywall & M.S. Finishes	Georgia M. Raymond Co.	\$ 50,869,858.00	\$ 40,862,846.00	\$ 24,201,181.00	\$ 2,086,176.91		\$ 10,888,092.00	\$ (461,486.99)	\$ -	\$ 36,733,952.62	\$ -27,500.00	\$ 36,706,452.62
50031R092501	09-251	Finishing & Drywall/Finishing	F Rogers	\$ -	\$ 3,129,571.00	\$ 3,129,571.00	\$ 792,172.38		\$ -	\$ (41,033.87)	\$ -	\$ 3,150,717.51	\$ 1,000.00	\$ 3,151,717.51
50031R092501	09-251	Metal Stud Framing/Exterior Sheathing/Gypsum Wall Board/Assemblies	KHSSS Contractors, Inc.	\$ -	\$ 18,382,332.00	\$ 15,239,638.00	\$ 229,649.64		\$ 214,643.00	\$ (29,022.37)	\$ -	\$ 18,159,210.27	\$ 1,000.00	\$ 18,160,210.27
50031R093001	09-300	Metal Promenade Stone	Ital Stone, Inc.	\$ 11,844,174.00	\$ 9,421,068.00	\$ 1,449,017.31	\$ (70,601.84)		\$ 7,633,051.00	\$ (187,180.67)	\$ -	\$ 8,043,251.70	\$ -25,340.00	\$ 7,997,911.70
50031R093001	09-300	Supply & Install Stone & Tile	Silverdale Marble	\$ -	\$ 2,428,855.00	\$ 2,428,233.72	\$ -		\$ -	\$ (102,411.43)	\$ -	\$ 2,325,822.29	\$ 100,000.00	\$ 2,425,822.29
50031R093001	09-300	Mosaic	SAW/ETI	\$ -	\$ 1,761,237.00	\$ 1,761,798.28	\$ -		\$ -	\$ (94,015.76)	\$ -	\$ 1,667,782.52	\$ 100,000.00	\$ 1,767,782.52
50031R093001	09-300	Tile & Stone Installation	The Southwest Circle Group	\$ 7,711,337.00	\$ 2,094,193.00	\$ 1,022,960.00	\$ -		\$ 2,331,282.00	\$ (86,720.23)	\$ -	\$ 1,944,561.77	\$ -4,234.57	\$ 1,948,796.34
50031R093001	09-510	Acoustical Ceilings		\$ -	\$ 872,107.00	\$ -	\$ -		\$ 1,051,693.00	\$ (89,258.63)	\$ -	\$ 962,434.37	\$ -4,234.57	\$ 966,668.94
50031R093001	09-505	Floor Cleaning		\$ -	\$ -	\$ -	\$ -		\$ 674,107.00	\$ (29,660.83)	\$ -	\$ 644,446.17	\$ -4,234.57	\$ 648,680.74
50031R093001	09-545	Special Ceiling Surfaces	The Southwest Circle Group	\$ 391,556.00	\$ 522,485.00	\$ 417,440.00	\$ -		\$ 105,045.00	\$ (22,123.00)	\$ -	\$ 500,368.00	\$ -4,234.57	\$ 504,602.57
50031R093001	09-600	Stops & Back Finishing		\$ 27,305.00	\$ 7,113.00	\$ 148,550.00	\$ -		\$ -	\$ -	\$ -	\$ 148,550.00	\$ 100,000.00	\$ 148,550.00
50031R093001	09-650	Stops & Back Finishing		\$ 1,932,504.00	\$ 682,248.00	\$ -	\$ -		\$ 962,349.00	\$ (28,884.58)	\$ -	\$ 7,365.39	\$ -72,850.00	\$ 7,292,539.39
50031R093001	09-680	Prevent Floor Finishing	Technical Management, Inc.	\$ 1,339,558.00	\$ 1,201,878.00	\$ 1,162,583.00	\$ -		\$ 2,698.00	\$ (1,097.79)	\$ -	\$ 1,797,583.21	\$ -4,234.57	\$ 1,793,348.64
50031R093001	09-680	Prevent Floor Finishing		\$ -	\$ 20,438.00	\$ 20,438.00	\$ -		\$ -	\$ -	\$ -	\$ 20,438.00	\$ 0.00	\$ 20,438.00
50031R093001	09-700	Special Finishing	F Rogers	\$ 1,300,816.00	\$ 188,438.00	\$ 60,700.00	\$ 432,767.00		\$ 117,288.00	\$ (8,678.89)	\$ -	\$ 181,748.11	\$ -3,370.00	\$ 178,378.11
50031R093001	09-700	Access Relief Finishing	Faciling Architect	\$ 13,853,590.00	\$ 7,159,084.00	\$ 4,003,553.00	\$ -		\$ 2,534,045.00	\$ (107,305.93)	\$ -	\$ 6,923,479.07	\$ -50,390.00	\$ 6,873,089.07
50031R093001	09-900	Finishing	George M. Raymond Co.	\$ -	\$ 152,137.00	\$ 59,443.00	\$ -		\$ -	\$ -	\$ -	\$ 59,443.00	\$ -4,234.57	\$ 55,208.43
50031R093001	09-911	Subfloor	F Rogers	\$ 135,648.00	\$ 135,648.00	\$ -	\$ 58,654.00		\$ 135,648.00	\$ (5,744.11)	\$ -	\$ 129,903.89	\$ -4,234.57	\$ 134,138.46
50031R093001	09-950	Wall Covering		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
50031R093001	09-990	Finisher Allowance		\$ 19,859,719.00	\$ 8,189,927.00	\$ -	\$ -		\$ 8,028,573.81	\$ (685,137.99)	\$ 6,179,885.00	\$ 15,517,702.62	\$ -21,890.00	\$ 15,495,812.62
Division 10 - SPECIALTIES														
50031R101001	10-160	Metal Total Compartments		\$ 589,128.00	\$ 1,213,767.00	\$ -	\$ -		\$ 1,213,767.00	\$ (61,387.82)	\$ -	\$ 1,152,379.18	\$ 97,640.00	\$ 1,250,019.18
50031R101001	10-250	Service Walls		\$ 6,313,843.00	\$ 5,866,808.00	\$ -	\$ -		\$ 5,866,808.00	\$ (249,289.97)	\$ -	\$ 5,617,518.03	\$ -10,710.00	\$ 5,628,228.03
50031R101001	10-260	Wall & Corridor Guards		\$ -	\$ 450,336.00	\$ -	\$ -		\$ 450,336.00	\$ (10,059.80)	\$ -	\$ 440,276.20	\$ 1,000.00	\$ 441,276.20
50031R101001	10-270	Access Finishing		\$ -	\$ 50,118.00	\$ -	\$ -		\$ 50,118.00	\$ (2,128.52)	\$ -	\$ 47,989.48	\$ 1,000.00	\$ 48,989.48
50031R101001	10-520	Film Projection Specialties		\$ 12,537.00	\$ 69,976.00	\$ -	\$ -		\$ 66,578.00	\$ (2,619.29)	\$ -	\$ 63,958.71	\$ -4,234.57	\$ 68,193.28
50031R101001	10-550	IPC - Ejector Pit Lids	Syracuse Challenge West	\$ -	\$ -	\$ 112,973.72	\$ (8,028.76)		\$ -	\$ -	\$ -	\$ 104,944.96	\$ -10,710.00	\$ 94,234.96
50031R101001	10-530	IPC - Ejector Pit Lids	Syracuse Challenge West	\$ -	\$ 6,766.70	\$ -	\$ -		\$ 6,766.70	\$ -	\$ -	\$ 6,766.70	\$ 1,000.00	\$ 7,766.70
50031R101001	10-850	Operable Partitions	Masamford of Nevada, LLC	\$ 117,087.00	\$ 311,268.00	\$ 311,296.00	\$ (14,837.22)		\$ 6,742.58	\$ (1,011.47)	\$ -	\$ 296,464.78	\$ -4,700.00	\$ 291,764.78
50031R101001	10-800	Toilet, Bath & Laundry Accessories		\$ 326,513.00	\$ 238,683.00	\$ -	\$ -		\$ 23,866.00	\$ (1,011.47)	\$ -	\$ 22,854.53	\$ -4,234.57	\$ 18,619.96
Division 11 - EQUIPMENT														
50031R110001	11-024	Window Washing System		\$ 800,000.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 800,000.00	\$ -18,670.00
50031R110001	11-400	Initial Kitchen Equipment (Equipment by EPI)	Dury	\$ -	\$ 1,002,068.00	\$ 1,002,068.00	\$ -		\$ -	\$ (21,969.81)	\$ -	\$ 980,098.19	\$ 1,000.00	\$ 981,098.19
50031R110001	11-450	Appliances		\$ 80,846.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 80,846.00	\$ -100.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ 1,002,068.00	\$ -		\$ -	\$ (21,969.81)	\$ -	\$ 980,098.19	\$ 1,141.33	\$ 981,239.52
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00
Division 12 - FURNISHINGS														
50031R120001	12-302	Syracuse Package (FBI Budget Transfer)		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ 0.00



Fontainebleau Resorts, Las Vegas
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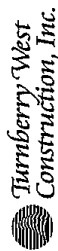
Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Contract Amount	CO's Issued	Spent w/out Commitment	Remaining to Buy-out	Pending LEED/CCIP Products	Anticipated Costs	Total Antic. Contract	Antic vs Budget	Antic vs Revised Budget
Division 21 - LEED	21-200	LEED Budget - Podium (CO's included with Subcontractors)		\$ -	\$ (22,377,975.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	-1000.00%
		Division 21 LEED Totals		\$ -	\$ (22,377,975.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-1000.00%	-1000.00%
		Podium Totals		\$ 808,010,248.00	\$ 716,461,084.00	\$ 853,840,324.23	\$ 61,907,306.11	\$ 5,715,407.80	\$ 101,462,701.86	\$ 19,387,284.94	\$ 19,400,848.17	\$ 735,051,830.17	20.68%	2.74%
Current Additional Anticipated Costs												\$ 19,803,848.17		

Fontainebleau Resorts, Las Vegas
LEED Anticipated Cost Report



Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Committed (Contracts)	Committed (CO's)	Spent to Date (not against commitment)	Pending to be Committed	Total Antic	% of Budget
	21-100	Construction Budget (Pending Column is Balance of Uncommitted for OCO's)		\$ 18,000,000.00	\$ 14,861,372.60				\$ 7,661.05	\$ 7,661.05	99.95%
Garage	10300	OCO #02 Upgraded Pressure Rating	TWC		\$ (2,014,885.36)						100.00%
Garage	10300	OCO #04 - POC 39 Added Men's and Women's Showers LEED Compliance	TWC		\$ (75,455.00)						100.00%
Garage	10300	OCO #05 - POC 63 Upgrade to Low VOC - No Added Urea Formaldehyde	TWC		\$ (190,000.00)						100.00%
Garage	10300	OCO #06 - POC 60 Control Revisions for LEED	TWC		\$ (1,972,669.00)						100.00%
Garage	10300	OCO #07 - POC 2A Structural Redesign Due to Mechanical Equipment Loading	TWC		\$ (2,446,647.73)						100.00%
Garage	10300	POC 20 Required Chandelier/Can Light Changes	TWC					\$ 66,610.00	\$ 66,610.00	\$ 66,610.00	100.00%
Garage	10300	POC 40 Occupancy Sensors for LEED	TWC					\$ 112,000.00	\$ 112,000.00	\$ 112,000.00	100.00%
Garage	10300	POC 52 Construction Management IAQ - Gallagher-Kalber	TWC					\$ 1,143,400.00	\$ 1,143,400.00	\$ 1,143,400.00	100.00%
Garage	10300	POC 67 Enhanced Commissioning	TWC					\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	100.00%
Garage	10300	POC 72 Delta 9 Revisions - SEE SPREAD	TWC					\$ 270,407.00	\$ 270,407.00	\$ 270,407.00	100.00%
Podium	10500	OCO #03 Upgraded Energy Monitoring/CO2	TWC		\$ (2,370,635.46)						100.00%
Podium	10500	POC 81 MEP Mod to Accommodate New Casino Master Plan	TWC					\$ 486,486.00	\$ 486,486.00	\$ 486,486.00	100.00%
Tower	10200	OCO #08 - POC 338 Latit Veneer for Non-LEED Compliant Wenge for Condo Wood Doors	TWC		\$ (133,621.00)						100.00%
Tower	10200	OCO #09 - POC 339 Latit Veneer for Non-LEED Compliant Wenge for Condo Millwork	TWC		\$ (200,000.00)						100.00%
Tower	10200	OCO #10 - POC 340 Latit Veneer - Non-LEED Compliant Wenge for Condo Manuf'd Custom Clo	TWC		\$ (49,748.00)						100.00%
Tower	10200	POC 338 Typical Room Wood Door Premiums Noncompliance	TWC					\$ -	\$ -	\$ -	100.00%
Tower	10200	POC 27 HVAC - Premium Time - Duct Protection/Cleaning/Filter Changes	TWC					\$ 3,071,254.00	\$ 3,071,254.00	\$ 3,071,254.00	100.00%
Tower	10200	POC 338 Typical Room wood door premiums	TWC					\$ -	\$ -	\$ -	100.00%
600LIB011501	01-140	Travel & Entertainment	Charlie Palmer Group		\$ 1,985.00			\$ 1,984.88	\$ 0.12	\$ 1,985.00	100.00%
	01-150	Plastic Water Bottles for Staff	Liberty Mountain		\$ 1,931.52	\$ 1,931.52		\$ -	\$ -	\$ 1,931.52	100.00%
	01-167	J&E	Bergman Walls		\$ 1,770,826.00			\$ 1,658,970.00	\$ 111,856.00	\$ 1,770,826.00	100.00%
	01-167	J&E	Test Marxc		\$ 8,375.00			\$ 8,375.00	\$ -	\$ 8,375.00	100.00%
	01-167	J&E	Lochsa Engineering		\$ 20,799.00			\$ 20,799.00	\$ -	\$ 20,799.00	100.00%
	01-166	Legal & Professional	Fulbright & Jaworski		\$ 1,530,405.37			\$ 1,167,240.57	\$ 363,164.80	\$ 1,530,405.37	100.00%
	01-166	Legal & Professional	Christin Glaser		\$ 59,430.71			\$ 59,430.71	\$ -	\$ 59,430.71	100.00%
	01-166	Legal & Professional	Consensus, LLC		\$ 32,740.11			\$ 32,740.11	\$ -	\$ 32,740.11	100.00%
	01-166	Legal & Professional	Elwyn Gee		\$ 98,640.94			\$ 98,640.94	\$ -	\$ 98,640.94	100.00%
	01-166	Legal & Professional	RA Energib		\$ 74,457.07			\$ 74,457.07	\$ -	\$ 74,457.07	100.00%
	01-166	Legal & Professional	Veolia Energy Facilities Services		\$ 4,325.00			\$ 4,325.00	\$ -	\$ 4,325.00	100.00%
	01-165	LEED Consultant	Energy & Ewrio Solutions (E2)	\$ 2,000,000.00	\$ 2,000,000.00			\$ 1,636,804.98	\$ 363,195.02	\$ 2,000,000.00	100.00%
		Turnberry Field Staff		\$ 1,000,000.00	\$ 88,157.70			\$ -	\$ 88,157.70	\$ 88,157.70	100.00%
	01-362	Equipment/Repair/Maint-Labor	TWC		\$ 6,618.22			\$ 6,618.22	\$ -	\$ 6,618.22	100.00%
	01-369	Forklift Driver - Garage	TWC		\$ 3,685.12			\$ 3,685.12	\$ -	\$ 3,685.12	100.00%
	01-370	Forklift Driver - Podium	TWC		\$ 4,935.00			\$ 4,934.94	\$ 0.06	\$ 4,935.00	100.00%
	01-520	Construction Clean-up Tower	TWC		\$ 200,000.00			\$ 181,657.21	\$ 18,342.79	\$ 200,000.00	100.00%
	01-521	Construction Clean-up Podium	TWC		\$ 33,772.07			\$ 33,772.07	\$ -	\$ 33,772.07	100.00%
	01-905	Misc Labor Tower	TWC		\$ 63,053.00			\$ 63,052.75	\$ 0.25	\$ 63,053.00	100.00%
	01-906	Misc Labor Podium	TWC		\$ 22,168.34			\$ 22,168.34	\$ -	\$ 22,168.34	100.00%
	01-919	Union Benefits	TWC		\$ 200,000.00			\$ 121,443.98	\$ 78,556.02	\$ 200,000.00	100.00%
	01-958	Safety Field Carpenter Garage	TWC		\$ 184.48			\$ 184.48	\$ -	\$ 184.48	100.00%
	01-950	Employers Payroll Tax	TWC		\$ 50,000.00			\$ 31,502.74	\$ 18,497.26	\$ 50,000.00	100.00%
06-932		Safety Field Carpenter Garage	TWC		\$ 4,337.71			\$ 4,337.71	\$ -	\$ 4,337.71	100.00%
06-936		FCU Cvrng Carpenter	TWC		\$ 11,672.84			\$ 11,672.84	\$ -	\$ 11,672.84	100.00%

Fontainebleau Resorts, Las Vegas
LEED Anticipated Cost Report



Contract #	Cost Code	Description	Company	Original Budget	Revised Budget	Committed (Contracts)	Committed (CO's)	Spent to Date (not against commitment)	Pending to be Committed	Total Antic	% of Incremental Revised Budget
	17-010	Misc. Labor	TWC	\$ 7,709.95	\$ 7,709.95			\$ 7,709.95	\$ -	\$ 7,709.95	0.00%
	17-100	Construction Clean-up Labor	TWC	\$ 23,787.60	\$ 23,787.60			\$ 23,787.60	\$ -	\$ 23,787.60	0.00%
	17-200	Misc. Labor	TWC	\$ 535.00	\$ 535.00			\$ 534.82	\$ 0.18	\$ 535.00	0.00%
	01-962	Turnberry Management Staff	TWC	\$ 1,000,000.00	\$ 768,898.00			\$ 768,897.93	\$ 0.07	\$ 768,898.00	0.00%
600DES015551	01-555	Wheel Washer Weekly Maintenance	Desert Plumbing	\$ 5,950.00	\$ 5,950.00	\$ 36,660.00	\$ (721.00)	\$ -	\$ -	\$ 35,939.00	50.00%
600DES015552	01-555	Wheel Washer, 2" Waterline	Desert Plumbing	\$ -	\$ -	\$ 14,590.00	\$ (123.00)	\$ -	\$ -	\$ 14,467.00	100.00%
	01-555	Dust Control	Enviro Wash Journal Entry	\$ 10,490.00	\$ 10,490.00	\$ -	\$ -	\$ 10,490.00	\$ -	\$ 10,490.00	100.00%
	01-670	Dumpster & Trash Removal	Par 3	\$ -	\$ -	\$ -	\$ -	\$ (44,456.00)	\$ -	\$ (44,456.00)	-100.00%
	01-670	Dumpster & Trash Removal	Assured Documents Journal Entry	\$ 26,988.65	\$ 26,988.65	\$ 650,000.00	\$ (617,042.00)	\$ 6,814.00	\$ -	\$ 39,772.00	67.31%
	01-670	Dumpster & Trash Removal	Journal Entry	\$ 1,359.75	\$ 1,359.75	\$ -	\$ -	\$ 1,359.75	\$ -	\$ 1,359.75	0.00%
600ATRO16751	01-675	Wash-out Bins & Liquid Waste	A Track-out Solution Environmental Wash-out Journal Entry	\$ 10,490.00	\$ 10,490.00	\$ 207,000.00	\$ (106,720.00)	\$ (12,773.35)	\$ -	\$ (12,773.35)	-100.00%
	01-675	Concrete Wash-out	Journal Entry	\$ -	\$ -	\$ -	\$ -	\$ 116,745.00	\$ -	\$ 116,745.00	100.00%
	01-672	Journal Entry to Move Costs to 10400	Journal Entry	\$ -	\$ -	\$ -	\$ -	\$ (206,535.00)	\$ -	\$ (206,535.00)	-100.00%
Total LEED				\$ 22,000,000.00	\$ 12,546,438.00	\$ 910,181.82	\$ (724,606.00)	\$ 5,911,274.16	\$ 6,449,588.32	\$ 12,546,438.00	57.00%

Anticipated Cost Over/Under Budget \$

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “L”



**Appendix 17
to Advance Request**

List of Scope Changes

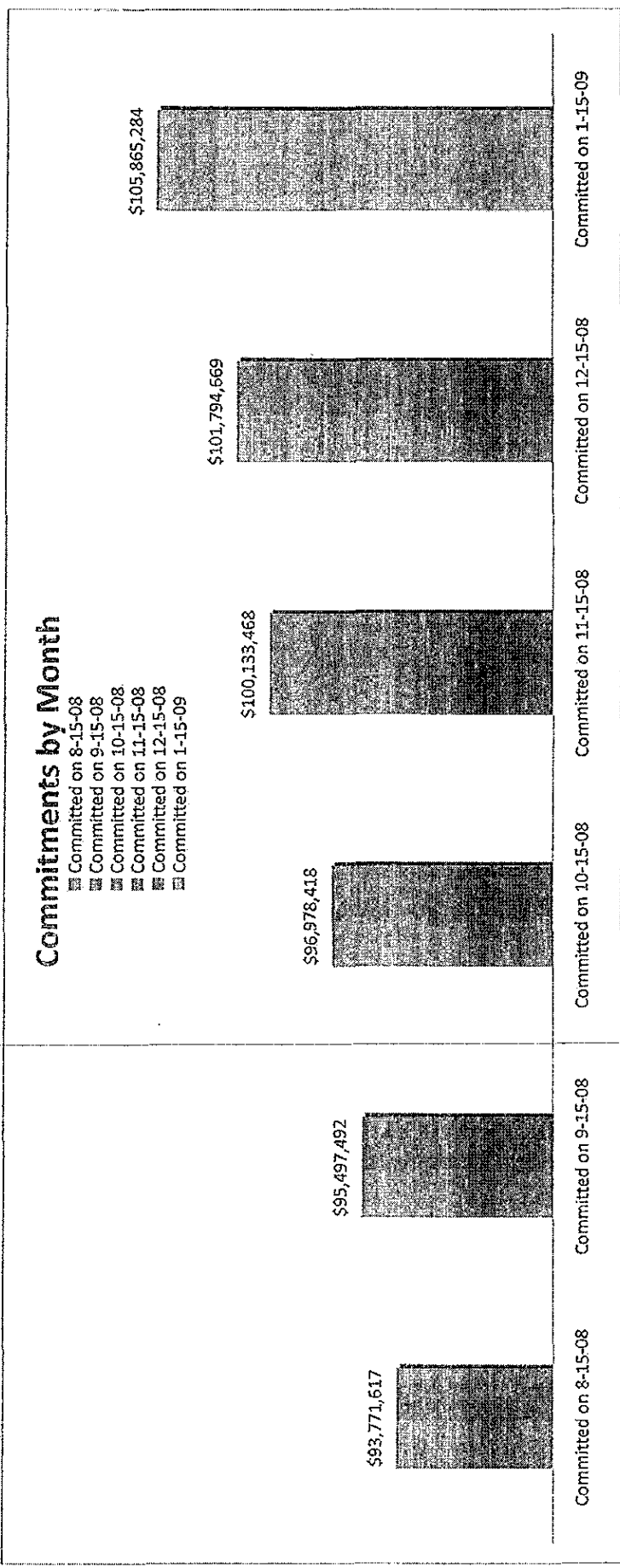
None

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “M”



Commitments Against Tracked Areas	Approved Bank	Committed on					Committed on 1-15-09	Variance to Commit	Percent Committed
		8-15-08	9-15-08	10-15-08	11-15-08	12-15-08			
Total Gaming FFE	\$ 40,870,000	\$ 14,022,000	\$ 14,022,000	\$ 14,022,000	\$ 14,022,000	\$ 14,022,000	\$ 26,848,000	34%	
Total Rooms FFE	\$ 73,784,000	\$ 43,860,436	\$ 45,613,437	\$ 46,394,762	\$ 48,580,812	\$ 49,272,953	\$ 25,203,188	66%	
Common Area FFE - FOH	\$ 23,281,000	\$ 12,430,054	\$ 12,403,054	\$ 13,102,529	\$ 14,071,529	\$ 15,040,589	\$ 9,209,471	60%	
Common Area FFE - BOH	\$ 5,385,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,385,000	0%	
Exterior Signage	\$ 26,532,000	\$ 23,459,127	\$ 23,459,000	\$ 23,459,127	\$ 23,459,127	\$ 23,459,127	\$ 3,072,873	88%	
	\$ 169,852,000	\$ 93,771,617	\$ 95,497,492	\$ 96,978,418	\$ 100,133,468	\$ 101,794,669	\$ 69,718,532	59%	



COMMITMENT TRACKING FOR GAMING FF&E

Approved Bank
\$40,870,000.00

Purchase Order	Vendor	Committed	Date Committed
Contract	IGT	\$ 14,022,000.00	8/14/2008

Total \$ 14,022,000.00

Variance to Commit \$26,848,000.00

COMMITMENT TRACKING FOR ROOMS FF&E

(Includes Condo Suite and Condo Unit One Bedroom)

Approved Bank
\$73,784,000.00

Purchase Order	Vendor	Committed	Date Committed
199	RJF Hospitality	\$ 949,320.65	02/18/08
200	Atlas Carpet	\$ 1,019,100.09	02/13/08
201	RJF Hospitality	\$ 63,000.00	02/15/08
213	Project Lighting	\$ 379,977.54	02/25/08
215	Collings Interiors	\$ 161,328.20	03/11/08
258	Inre Media	\$ 115,200.00	04/17/08
260	Chief Manufacturing	\$ 229,599.00	04/17/08
361	Majestic Mirror	\$ 377,131.00	06/26/08
362	Electric Mirror	\$ 278,186.00	06/23/08
364	Moore & Giles	\$ 383,055.10	06/23/08
365	Moore & Giles	\$ 19,900.00	06/23/08
366	Maxwell Rodgers	\$ 173,394.00	06/23/08
372	Kravet	\$ 64,925.00	06/26/08
373	Hallmark	\$ 272,932.00	06/26/08
378	Coronet Lighting	\$ 97,812.00	06/26/08
379	Global Lighting	\$ 206,220.00	06/26/08
422	Murray's Ironworks	\$ 371,585.00	07/09/08
423	I Works	\$ 49,984.00	07/09/08
426	Decca	\$ 1,213,149.00	08/05/08
429	Frontgate	\$ 108,600.00	07/24/08
432	Vaughan Benz	\$ 593,585.00	08/05/08
439	Valley Forge	\$ 128,431.89	08/05/08
440	JL Furnishings	\$ 1,459,382.46	08/07/08
441	Valley Forge	\$ 3,461.70	08/05/08
442	Valley Forge	\$ 1,081,531.38	08/07/08
446	Schwimmer	\$ 855,553.50	08/07/08
457	New West Mattress	\$ 56,603.25	08/07/08
458	International Bedding	\$ 553,541.00	08/04/08
459	Maharam	\$ 5,285.00	08/05/08
460	Kravet	\$ 16,725.00	08/07/08
466	Vaughan Benz	\$ 10,190.00	08/07/08
467	Valley Forge	\$ 335.68	08/07/08
469	Valley Forge	\$ 420,996.74	08/07/08
471	Maharam	\$ 528.50	08/07/08
472	Kravet	\$ 311,599.20	08/07/08
473	Kravet	\$ 31,166.30	08/07/08
474	Kravet	\$ 1,680.00	08/07/08
017	Durkan	\$ 1,932,898.00	12/14/07
101	Quality	\$ 3,845,987.53	12/19/07
102	Quality	\$ 5,280,000.00	01/11/08
104	Phillip Jeffries	\$ 753,480.00	01/10/08
105	RJF Hospitality	\$ 583,804.00	01/10/08
108	MDC Wallcoverings	\$ 281,558.90	01/11/08
111	Project Lighting	\$ 284,299.00	01/22/08
112	Coronet Lighting	\$ 1,063,202.25	01/28/08
120	International Bedding	\$ 2,155,872.00	01/28/08
121	New West Mattress	\$ 262,962.05	02/08/08

COMMITMENT TRACKING FOR ROOMS FF&E

(Includes Condo Suite and Condo Unit One Bedroom)

Approved Bank

\$73,784,000.00

Purchase Order	Vendor	Committed	Date Committed
196	Mark David	\$ 1,428,264.00	02/12/08
198	IDP Group	\$ 421,400.00	02/13/08
217	JL Furnishings	\$ 603,400.00	03/12/08
220	Valley Forge	\$ 267,451.87	03/17/08
221	Valley Forge	\$ 26,904.85	03/17/08
223	Kravet	\$ 147,024.86	03/12/08
224	Kravet	\$ 14,363.45	03/12/08
231	Schwimmer Drapery	\$ 1,859,014.69	03/27/08
232	Kravet	\$ 964,250.75	03/27/08
233	Kravet	\$ 159,557.25	03/27/08
234	Valley Forge	\$ 330,040.16	03/27/08
235	Valley Forge	\$ 48,041.76	03/27/08
236	Mikrofax Software Inc.	\$ 9,600.00	03/27/08
257	Inre Media	\$ 251,400.00	04/17/08
259	Chief Manufacturing	\$ 438,693.00	04/17/08
287	Mark David	\$ 4,798,138.00	05/05/08
296	Mark David	\$ 98,944.00	05/05/08
335	Andreu World Chicago	\$ 1,400.00	06/09/08
339	Moore & Giles	\$ 3,937.57	06/13/08
449	JL Furnishings	\$ 12,300.00	07/25/08
450	Valley Forge	\$ 4,041.00	07/25/08
	Minibar Systems	\$ 2,956,000.00	03/10/08
	Minibar Systems	\$ 507,211.00	08/14/08
475	International Bedding	\$ 13,282.34	08/08/08
476	International Bedding	\$ 34,787.09	08/08/08
477	International Bedding	\$ 34,787.09	08/08/08
478	New West Mattress	\$ 1,415.51	08/08/08
479	New West Mattress	\$ 3,641.09	08/11/08
480	New West Mattress	\$ 3,551.06	08/08/08
485	JL Furnishings	\$ 125,164.00	08/13/08
488	Majillite	\$ 5,655.00	08/19/08
490	Kravet	\$ 53,739.90	08/19/08
492	Osborne & Little	\$ 4,567.50	09/17/08
496	Coronet Lighting	\$ 55,525.00	09/13/08
497	Majestic Mirror	\$ 12,900.00	08/13/08
501	RJF Hospitality	\$ 84,670.00	08/12/08
502	Mark David	\$ 136,962.75	08/19/08
503	Designtex	\$ 7,811.35	08/19/08
526	Majillite	\$ 2,990.00	08/27/08
527	House of Troy	\$ 18,862.30	08/19/08
528	House of Troy	\$ 9,680.70	08/19/08
529	House of Troy	\$ 19,922.60	08/19/08
530	House of Troy	\$ 7,714.20	08/19/08
534	JL Furnishings	\$ 18,952.00	08/27/08
535	Baldinger Architectural	\$ 25,488.00	08/27/08
536	Coronet Lighting	\$ 5,832.00	09/23/08
537	Project Lighting	\$ 187,225.00	09/22/08

COMMITMENT TRACKING FOR ROOMS FF&E

(Includes Condo Suite and Condo Unit One Bedroom)

Approved Bank

\$73,784,000.00

Purchase Order	Vendor	Committed	Date Committed
539	Electric Mirror	\$ 35,627.00	09/04/08
543	RJF Hospitality	\$ 8,974.35	09/08/08
547	Mark David	\$ 437,002.50	09/12/08
548	JL Furnishings	\$ 238,873.00	09/08/08
550	Majestic Mirror	\$ 11,928.00	09/08/08
551	Kravel	\$ 11,225.00	09/08/08
552	Moore & Giles	\$ 134,244.00	09/15/08
Total:		\$ 45,613,437.45	September 2008
577	Decoa	\$ 27,177.00	09/30/08
583	Tote Vision	\$ 443,621.50	09/30/08
587	DMR Enterprises	\$ 113,400.00	09/30/08
571	Hallmark	\$ 13,500.00	09/26/08
576	Kravel	\$ 867.00	09/30/08
581	Moore & Giles	\$ 82,912.50	09/30/08
582	Moore & Giles	\$ 8,298.00	09/30/08
584	Tote Vision	\$ 6,982.50	09/30/08
585	Tote Vision	\$ 20,947.50	09/30/08
586	Tote Vision	\$ 25,602.50	09/30/08
588	DMR Enterprises	\$ 6,600.00	09/30/08
589	DMR Enterprises	\$ 5,400.00	09/30/08
590	DMR Enterprises	\$ 1,800.00	09/30/08
591	Kravel	\$ 2,421.50	09/30/08
592	Valley Forge	\$ 5,243.00	09/30/08
593	Valley Forge	\$ 524.30	09/30/08
595	Kravel	\$ 7,306.25	09/30/08
596	Kravel	\$ 8,721.00	09/30/08
Total:		\$ 781,324.55	October 13, 2008
603	Mark David	\$ 456,781.02	10/22/08
604	Hallmark	\$ 16,431.88	10/16/08
607	Tiger Imports	\$ 2,970.00	10/16/08
608	Kravel	\$ 3,777.50	10/18/08
609	Project Lighting	\$ 7,800.00	10/18/08
610	Project Lighting	\$ 12,100.00	10/18/08
611	Valley Forge	\$ 45,312.00	11/01/08
612	Kravel	\$ 101,947.45	11/01/08
617	Kravel	\$ 2,588.50	10/18/08
620	Mark David	\$ 177,462.00	10/21/08
621	Maya Romanoff	\$ 78,338.00	10/21/08
622	RJF Hospitality	\$ 25,934.00	10/21/08
623	Kravel	\$ 650.00	10/21/08
624	JL Furnishings	\$ 137,913.00	10/24/08
625	Moore & Giles	\$ 39,150.00	10/24/08
626	Majestic Mirror	\$ 12,080.00	10/24/08
627	The Uttermost Company	\$ 1,649.00	10/24/08
628	International Art Properties	\$ 14,020.00	10/24/08
630	Valley Forge	\$ 15,104.00	11/01/08

COMMITMENT TRACKING FOR ROOMS FF&E

(Includes Condo Suite and Condo Unit One Bedroom)

Approved Bank

\$73,784,000.00

Purchase Order	Vendor	Committed	Date Committed
631	Valley Forge	\$ 5,900.00	11/01/08
632	Majestic Mirror	\$ 14,940.00	11/01/08
633	Kravit	\$ 4,662.00	11/01/08
634	Kravit	\$ 441.70	11/01/08
635	Project Lighting	\$ 13,500.00	11/01/08
636	Romo Inc.	\$ 24,010.00	11/06/08
637	Romo Inc.	\$ 2,401.00	11/06/08
638	Rosenbaum Fine Art	\$ 205,376.00	11/03/08
640	Coronet Lighting	\$ 8,000.00	11/05/08
647	Coronet Lighting	\$ 1,440.00	11/10/08
648	Valley Forge	\$ 105,917.83	11/10/08
649	Valley Forge	\$ 12,873.02	11/10/08
650	Valley Forge	\$ 47,266.16	11/10/08
651	E&K Sports Optics	\$ 11,068.50	11/10/08
652	E&K Sports Optics	\$ 3,532.50	11/10/08
653	Wolf Gordon	\$ 16,010.24	11/10/08
654	Kravit	\$ 18,879.00	11/10/08
655	Kravit	\$ 1,887.90	11/10/08
656	Project Lighting	\$ 44,790.00	11/08/08
658	Coronet Lighting	\$ 39,224.00	11/08/08
659	Moore & Giles	\$ 4,752.00	11/08/08
660	Moore & Giles	\$ 472.50	11/08/08
663	Designers Art & Accessories	\$ 254,880.00	11/11/08
664	Kravit	\$ 81,328.45	11/11/08
665	Edelman Leather	\$ 6,660.00	11/11/08
666	Kravit	\$ 8,163.60	11/11/08
667	Tiger Imports	\$ 12,953.60	11/11/08
668	Tiger Imports	\$ 1,297.20	11/11/08
669	JL Furnishings	\$ 8,960.00	11/11/08
670	Kravit	\$ 11,342.50	11/11/08
672	JL Furnishings	\$ 42,566.00	11/12/08
673	Valley Forge	\$ 18,545.70	11/12/08
Total:		\$ 2,186,049.75	November 13, 2008
675	Stark Carpet Corporation	\$ 65,587.50	12/04/08
679	Vaughan Benz	\$ 22,770.00	11/24/08
681	P. Kaufmann Contract	\$ 6,499.50	11/24/08
682	Coronet Lighting	\$ 960.00	
683	Kravit	\$ 8,151.00	11/25/08
684	Majestic Mirror	\$ 22,532.00	11/25/08
687	Chief Manufacturing	\$ 30,014.00	11/25/08
690	Inre Media	\$ 17,200.00	12/07/08
692	Stark Carpet Corporation	\$ 37,440.00	12/04/08
693	Humanscale Corporation	\$ 5,747.40	12/07/08
694	Humanscale Corporation	\$ 359,276.36	12/07/08
695	Humanscale Corporation	\$ 1,915.80	12/07/08
696	Baldinger Architectural	\$ 5,495.85	12/07/08
698	Hallmark	\$ 3,050.00	12/07/08

COMMITMENT TRACKING FOR ROOMS FF&E

(Includes Condo Suite and Condo Unit One Bedroom)

Approved Bank

\$73,784,000.00

Purchase Order	Vendor	Committed	Date Committed
699	Majestic Mirror	\$ 665.00	12/07/08
700	Project Lighting	\$ 40,625.00	12/07/08
701	Mark David	\$ 38,654.25	12/07/08
702	Majilite	\$ 597.39	12/07/08
703	Moore & Giles	\$ 9,315.00	
704	Kravet	\$ 542.75	12/07/08
705	Tiger Imports	\$ 5,175.00	
706	New West Mattress	\$ 239.85	12/07/08
707	International Bedding Company	\$ 3,162.46	12/07/08
710	Inre Media	\$ 6,525.00	12/07/08
	Total:	\$ 692,141.11	December 15, 2008
712	Project Lighting	\$ 3,060.00	12/16/08
713	Suite Simplicity	\$ 74,567.54	12/16/08
716	Y Lighting	\$ 4,012.00	12/16/08
717	Schwimmer Drapery	\$ 140,530.50	12/16/08
719	Valley Forge	\$ 24,845.24	12/16/08
726	Kravet	\$ 81,158.70	12/16/08
727	Schwimmer Drapery	\$ 458,936.50	12/22/08
728	Kravet	\$ 58,081.22	12/16/08
729	Kravet	\$ 5,848.64	12/16/08
730	Valley Forge	\$ 24,710.26	12/22/08
731	Valley Forge	\$ 2,298.64	12/22/08
732	Valley Forge	\$ 20,793.84	12/22/08
751	Valley Forge	\$ 5,603.40	12/22/08
757	MDC Wallcoverings	\$ 8,321.45	12/22/08
	ADDED		
123	Loop Textiles	\$ 5,890.00	09/30/08
249	Loop Textiles	\$ 3,411.00	09/30/08
326	Loop Textiles	\$ 966.00	09/30/08
332	Phillip Jeffries	\$ 52,225.00	06/11/08
340	The Uttermost Compnay	\$ 4,380.00	06/17/08
350	Inre Media	\$ 11,000.00	06/17/08
357	Osborne & Little	\$ 420.00	09/30/08
358	Milestone AV	\$ 37,742.06	06/20/08
359	Milestone AV	\$ 24,757.60	06/20/08
360	Milestone AV	\$ 12,411.95	06/20/08
448	Valley Forge	\$ 2,541.00	08/19/08
451	Kravet	\$ 2,176.20	07/25/08
468	Valley Forge	\$ 231.00	08/19/08
470	Schwimmer Drapery	\$ 21,574.00	10/16/08
483	Tiger Imports	\$ 29,700.00	10/16/08
486	Schwimmer Drapery	\$ 74,186.00	10/20/08
489	Kravet	\$ 375.75	10/18/08
491	Kravet	\$ 1,125.00	10/21/08
498	P. Kaufmann Contract	\$ 64,995.00	11/24/08
531	Designtex	\$ 775.81	08/23/08
546	Project Light	\$ 28,380.00	10/31/08

COMMITMENT TRACKING FOR ROOMS FF&E

(Includes Condo Suite and Condo Unit One Bedroom)

Approved Bank

\$73,784,000.00

Purchase Order	Vendor	Committed	Date Committed
613	Schwimmer Drapery	\$ 422,433.50	12/16/08
614	Valley Forge	\$ 207,898.42	12/22/08
615	Kravet	\$ 113,219.74	12/15/08
657	Hallmark	\$ 16,119.40	11/24/08
661	Stark Carpet Corporation	\$ 185,175.00	12/04/08
671	Stark Carpet Corporation	\$ 92,812.50	12/04/08
Total:		\$ 2,329,689.86	January 15, 2009
Total Committed:		\$ 51,602,642.72	
Variance to Commit:		\$22,181,357.28	

COMMITMENT TRACKING FOR COMMON AREA FF&E

FOH(Includes Condo Lobby, Corridor)

Approved Bank

\$23,281,000.00

		Total:	\$	969,000.00	November 15, 2008
677	Pro Seal Plus/Schwimmer		\$	59.80	11/24/08
		Total:	\$	969,059.80	December 15, 2008
6657	LA LOUVER		\$	800,000.00	07/17/07
6785	LA LOUVER		\$	150,000.00	03/19/08
PW2-103	Griffin		\$	222,665.00	01/01/09
JP-103	Griffin		\$	51,678.05	01/07/09
XLV-098	Griffin		\$	25,000.00	11/17/08
XLV-102	Griffin		\$	13,358.89	12/09/08
JT-098	Griffin		\$	400,000.00	10/01/08
RLH1-016b-08	Griffin		\$	65,000.00	11/20/08
ADDED					
216	Lightblocks		\$	470.00	03/11/08
291	Williams Sonoma Home		\$	1,485.00	05/09/08
421	RJF Hospitality Network		\$	9,922.50	07/09/08
481	Pro Seal Plus		\$	1,255.13	08/11/08
487	Pro Seal Plus		\$	90.78	08/11/08
		Total:	\$	1,740,925.35	January 15, 2009

Committed Total: \$ **16,781,514.08**
Variance to Commit: \$ **6,499,485.92**

COMMITMENT TRACKING FOR COMMON AREA FF&E

FOH(Includes Condo Lobby, Corridor)

Approved Bank

\$23,281,000.00

Purchase Order	Vendor	Committed	Date Committed
106	Couristan	\$ 1,583,215.20	01/10/08
107	Majestic Mirror	\$ 416,863.75	01/18/08
205	Boyd Lighting	\$ 1,505,170.00	02/15/08
212	Project Lighting	\$ 447,480.00	02/25/08
337	Decca	\$ 50,592.00	06/13/08
338	Moore & Giles	\$ 131,606.00	06/13/08
371	Murrays Ironworks	\$ 192,550.00	07/01/08
263	J. Robert Scott	\$ 26,500.00	05/06/08
264	Vaughan Benz	\$ 26,800.00	05/06/08
265	Minotti	\$ 67,258.80	06/15/08
267	Decca	\$ 2,829.00	05/19/08
272	Antoine Proulx	\$ 14,000.00	05/19/08
273	Dedar	\$ 910.00	05/06/08
274	Schwimmer	\$ 200.00	05/19/08
275	Romo	\$ 1,855.75	05/20/08
280	Baker Furniture	\$ 6,744.38	05/09/08
281	Dedar	\$ 1,519.00	05/20/08
282	Artefacto	\$ 2,711.31	06/15/08
283	Donghia	\$ 2,665.90	06/15/08
284	Glant Textiles	\$ 10,586.00	06/15/08
289	Baker Furniture	\$ 3,046.93	05/09/08
290	Donghia	\$ 5,380.00	05/09/08
292	Donghia	\$ 6,800.00	05/09/08
293	Lighting Artistry	\$ 1,032.00	05/09/08
294	Christopher Guy	\$ 1,707.00	05/09/08
295	Pro Seal Plus	\$ 95.77	05/06/08
369	Bentley Prince	\$ 2,328.48	06/24/08
370	Brintons	\$ 75,400.00	06/27/08

ART

Invoice	Vendor	Committed	
IN665	Charlotte Jackson Fine Art	\$ 45,425.00	12/08/07
IN674	Charlotte Jackson Fine Art	\$ 80,750.00	12/18/07
IN661	Charlotte Jackson Fine Art	\$ 17,000.00	03/28/08
4663	Cresson Limited	\$ 433,333.00	01/30/08
144/2007	Mandarin	\$ 40,500.00	12/04/07
GS0005	rh art	\$ 57,367.20	05/05/08
7648	Jensen	\$ 14,000.00	07/24/07
7690	Jensen	\$ 90,000.00	11/12/07
7068	Jacobson Howard	\$ 48,000.00	09/12/07
6708	gow langsford gallery	\$ 37,067.50	01/11/08
1029	Daniel Weinberg	\$ 27,000.00	06/22/07
	Griffin	\$ 80,000.00	11/02/07
	Griffin	\$ 15,000.00	10/26/07
047	Griffin	\$ 15,000.00	10/26/07
045	Griffin	\$ 25,000.00	10/26/07
044	Griffin	\$ 15,600.00	10/26/07
LRI'042	Griffin	\$ 15,000.00	10/16/07
2552	Griffin	\$ 60,000.00	11/02/07
Yellow Loosie,1968	Griffin	\$ 225,000.00	07/18/07
AW067	Griffin	\$ 25,000.00	11/14/07
PW2075b	Griffin	\$ 181,615.00	03/15/08
2547	Griffin	\$ 28,000.00	10/05/07

COMMITMENT TRACKING FOR COMMON AREA FF&E

FOH(Includes Condo Lobby, Corridor)

Approved Bank
\$23,281,000.00

2546	Griffin	\$	25,000.00	10/05/07
inv#6	Griffin	\$	400,000.00	10/10/07
07141d	Flynn	\$	1,780.57	11/03/07
07133d	Flynn	\$	2,627.37	11/03/07
07126d	Flynn	\$	2,562.15	11/03/07
07122d	Flynn	\$	754.49	11/03/07
07154	Flynn	\$	4,889.60	11/03/07
07149d	Flynn	\$	3,234.37	11/03/07
I1081	Griffin	\$	1,000,000.00	02/22/08
inv#7	Griffin	\$	400,000.00	12/13/07
XLV072	Griffin	\$	25,000.00	12/15/07
5305	Jensen	\$	230,000.00	03/20/08
inv	Sue Crockford Gallery	\$	30,000.00	07/23/08
XLV089	Griffin	\$	25,000.00	07/18/08
JT084	Griffin	\$	400,000.00	04/01/08
4522	Cresson Limited	\$	433,333.00	06/20/07
JT079	Griffin	\$	400,000.00	01/18/08
MI1086	Griffin	\$	47,000.00	05/26/08
438	Western Project	\$	48,000.00	10/17/07
769722	Vavasour Godkin Gallery	\$	24,000.00	12/04/07
GL7243	Galerie Lelong	\$	40,000.00	10/31/07
769727	Vavasour Godkin Gallery	\$	23,341.50	02/05/08
769717	Vavasour Godkin Gallery	\$	6,307.16	11/23/07
769734	Vavasour Godkin Gallery	\$	1,104.40	05/02/08
769718	Vavasour Godkin Gallery	\$	24,773.55	11/23/07
769727	Vavasour Godkin Gallery	\$	23,341.50	02/05/08
3506	Patricia Faure Gallery	\$	25,000.00	09/11/07
3502	Patricia Faure Gallery	\$	25,000.00	09/11/07
3503	Patricia Faure Gallery	\$	25,000.00	09/11/07
3504	Patricia Faure Gallery	\$	25,000.00	09/11/07
3505	Patricia Faure Gallery	\$	25,000.00	09/11/07
3530	Patricia Faure Gallery	\$	13,000.00	10/29/07
3531	Patricia Faure Gallery	\$	13,000.00	10/29/07
070102	Shigeru Ban Arch.	\$	40,000.00	06/22/07
4879	Regen Projects	\$	200,000.00	01/02/08
IN608	Mason Murer	\$	75,000.00	07/25/07
7351	Louis Stern Fine Arts	\$	58,500.00	12/01/07
6657	LA LOUVER	\$	1,000,000.00	07/17/07
6785	LA LOUVER	\$	100,000.00	03/19/08
6657	LA LOUVER	\$	850,000.00	03/19/08
6115	Max Protetch	\$	120,000.00	12/18/07
	Total:	\$	12,380,054.63	August 15, 2008
Contract	Francois Pascal	\$	7,800.00	08/30/08
GS0005	rh art	\$	2,923.60	05/05/08
PW2-93	Griffin	\$	222,665.00	08/01/08
1029	Griffin/Schaefer Projects	\$	27,000.00	09/01/08
Tony Lane	Griffin/Constollation Partners	\$	47,812.50	09/01/08
FBLVUVA001	United Visual Artists	\$	14,273.20	08/15/08
	Total:	\$	322,474.30	September 15, 2008
JT-091/Inv 10	Griffin	\$	400,000.00	10/05/08
	Total:	\$	400,000.00	October 15, 2008
641	Daniel Paul Chairs	\$	969,000.00	11/05/08

COMMITMENT TRACKING FOR COMMON AREA FF&E

BOH

Approved Bank

\$5,385,000.00

Purchase Order	Vendor	Committed
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Total \$

Variance to Commit \$5,385,000.00

Exhibit 1 Part 7

COMMITMENT TRACKING FOR EXTERIOR SIGNAGE

Approved Bank
\$26,532,000.00

Purchase Order	Vendor		Committed	Date Committed
CONTRACT	Yesco	\$	23,459,127.00	5/1/2008

Total \$ 23,459,127.00

Variance to Commit: \$3,072,873.00

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “N”



Fontainebleau Resorts

Milestones

Milestones

Activity ID	Activity Description	Orig Dur	Rem Dur	Total Float	Current Start	Current Finish	FB75 Early Start	FB75 Early Finish	Variance 1 Early Start	Variance 1 Early Finish
MS-1000	Overall Project Duration (Working Days)	726*	216*	-9	02JAN07A	13NOV09	02JAN07A	13NOV09	0	0
MS-2000	Fire/Life/Safety CCBDD CCFD Testing	151*	151*	-9	13APR09	13NOV09	14APR09	13NOV09	1	0
MS-3000	CERTIFICATE OF OCCUPANCY	0	0	0		30OCT09		01OCT09	-21	-21
MS-4000	PROJECT COMPLETE	0	0	0		30OCT09		01OCT09	-21	-21
MS-6000	GRAND OPENING - FONTAINEBLEAU	0	0	0		30OCT09		01OCT09	-21	-21

Milestones

CS-M100-T1	TOWER - Construction Summary	689*	179*	28	02JAN07A	22SEP09	02JAN07A	21SEP09	0	-1
CS-0500-T1	Tower - Interior MEP Work T1-T61	597*	317*	0	29NOV07A	09APR10	29NOV07A	09APR10	0	0
CS-0600-T1	Tower - In Wall Rough T1-T61	297*	26*	47	12DEC07A	13FEB09	12DEC07A	17FEB09	0	1
CS-0700-T1	Tower - Drywall T1-T61	314*	57*	40	03JAN08A	31MAR09	03JAN08A	01APR09	0	1
CS-1300-T1	Tower - Elevator Installation	561*	317*	0	22JAN08A	09APR10	22JAN08A	09APR10	0	0
CS-0800-T1	Tower - Wall/Floor Tile T1-T61	445*	317*	0	07JUL08A	09APR10	07JUL08A	09APR10	0	0
CS-0900-T1	Tower - Kitchen Cabinets T1-T65	435*	317*	0	21JUL08A	09APR10	21JUL08A	09APR10	0	0
CS-1100-T1	Tower - Mirrors & Shower Glass T1-T61	430*	317*	0	28JUL08A	09APR10	28JUL08A	09APR10	0	0
CS-1400-T1	Tower - Clean-up T1-T61	390*	317*	0	23SEP08A	09APR10	23SEP08A	09APR10	0	0
CS-1200-T1	Tower - Carpet Flooring T1-T61	385*	317*	0	30SEP08A	09APR10	30SEP08A	09APR10	0	0
CS-1500-T1	Tower - Punchlist T1-T61	380*	317*	0	07OCT08A	09APR10	07OCT08A	09APR10	0	0
CS-1000-T1	Tower - Granite Tops T1-T61	317*	317*	0	09JAN09	09APR10	05DEC08	09APR10	-23	0
CS-1600-T1	Tower - Restaurant Build Out	156*	156*	28	28JAN09	08SEP09	29JAN09	09SEP09	1	1
CS-1700-T1	Tower - F/L/S CCBDD CCFD Testing	151*	151*	-9	13APR09	13NOV09	14APR09	13NOV09	1	0
CS-1800-T1	Tower - Substantial Completion (TCO)	0	0	28		22SEP09		21SEP09	-1	-1

Milestones

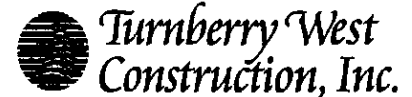
CS-M100-P1	PODIUM - Construction Summary	784*	317*	0	05MAR07A	09APR10	05MAR07A	09APR10	0	0
CS-1600-P1	Podium - Interior Build Out Summary EL	478*	317*	0	19MAY08A	09APR10	19MAY08A	09APR10	0	0
CS-1900-P1	Podium - Interior Build Out Summary EL	415*	317*	0	18AUG08A	09APR10	18AUG08A	09APR10	0	0
CS-1300-P1	Podium - Interior Build Out Summary EL	244*	146*	38	18AUG08A	05AUG09	18AUG08A	01JUL09	0	-24
CS-1400-P1	Podium - Interior Build Out Summary EL	306*	208*	109	18AUG08A	02NOV09	18AUG08A	20AUG09	0	-51
CS-1700-P1	Podium - Interior Build Out Summary EL	288*	190*	127	18AUG08A	07OCT09	18AUG08A	08OCT09	0	1
CS-1000-P1	Podium - Interior Build Out Summary EL	285*	187*	130	18AUG08A	02OCT09	18AUG08A	05OCT09	0	1
CS-0900-P1	Podium - Exterior Finishes Summary - South	317*	317*	0	09JAN09	09APR10	12MAY08A	09APR10	-166	0
CS-1500-P1	Podium - Interior Build Out Summary EL	99*	99*	80	09JAN09	29MAY09	05DEC08	29MAY09	-23	0
CS-1100-P1	Podium - Theatre Summary	282*	282*	0	02MAR09	09APR10	02MAR09	09APR10	0	0
CS-1800-P1	Podium - Interior Build Out Summary EL	100*	100*	34	16MAR09	04AUG09	17MAR09	05AUG09	1	1
CS-2400-P1	Podium - FF&E Load in Duration	100	100	29	30APR09*	21SEP09	30APR09*	21SEP09	0	0

Print Date 01FEB06
 Data Date 09JAN09
 Run Date 14JAN09 11:33

FB78 Sheet 1 of 141

Fontainebleau Resorts
 1/09/09 Update

****Compare Current versus Last Submittal**



Activity ID	Activity Description	Orig Dur	Rem Dur	Total Float	Current Start	Current Finish	FB75 Early Start	FB75 Early Finish	Variance 1 Early Start	Variance 1 Early Finish
CS-2500-P1	Podium - F/L/S CCBD CCFD Testing	42*	42*	-9	16SEP09	13NOV09	20AUG09	13NOV09	-18	0
CS-2600-P1	Podium - Substantial Completion (TCO)	0	0	10		16OCT09		17SEP09	-21	-21
CS-2700-P1	Podium - Open to Public	0	0	0		30OCT09		01OCT09	-21	-21

Milestones

CS-M100-G1	GARAGE - Construction Summary	702*	216*	-14	05FEB07A	13NOV09	05FEB07A	13NOV09	0	0
CS-0300-G1	Garage - Foundations Summary	453*	9*	298	05APR07A	21JAN09	05APR07A	15JAN09	0	-4
CS-2000-G1	Garage - Structural Work/Fireproof Summary	720*	317*	0	04JUN07A	09APR10	04JUN07A	09APR10	0	0
CS-0700-G1	Garage - Parking Level 1 Summary	420*	35*	142	28JUN07A	27FEB09	28JUN07A	22JAN09	0	-25
CS-0800-G1	Garage - Parking Level 2 Summary	422*	55*	122	25JUL07A	27MAR09	25JUL07A	20FEB09	0	-25
CS-0900-G1	Garage - Parking Level 3 Summary	400*	75*	102	24SEP07A	24APR09	24SEP07A	20MAR09	0	-25
CS-1000-G1	Garage - Parking Level 4 Summary	415*	95*	82	01OCT07A	22MAY09	01OCT07A	17APR09	0	-25
CS-1100-G1	Garage - Parking Level 5 Summary	430*	115*	62	08OCT07A	22JUN09	08OCT07A	15MAY09	0	-25
CS-1200-G1	Garage - Parking Level 6 Summary	445*	135*	42	15OCT07A	21JUL09	15OCT07A	15JUN09	0	-25
CS-0400-G1	Garage - Exterior Finishes Summary	317*	317*	0	09JAN09	09APR10	05MAY08A	08MAY09	-171	-232
CS-5200-G1	Garage - Substantial Completion (TCO)	0	0	-14		13NOV09		13NOV09	0	0

Milestones

CS-0400-C1	CONVENTION CENTER - Construction	329*	216*	-14	28JUL08A	13NOV09	28JUL08A	13NOV09	0	0
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Activity ID	Activity Description	Orig Dur	Rem Dur	Total Float	Current Start	Current Finish	FB75 Early Start	FB75 Early Finish	Variance 1 Early Start	Variance 1 Early Finish
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Milestones

Milestones

MS-100	Tower Core Completion/ Elev MR Roof	0	0	256		18FEB09		19FEB09	1	1
MS-165	Curtain Wall Complete to start Demob Crane	0	0	31		20FEB09		13FEB09	-4	-4
MS-130	Service Elevator Avail for temp use S9-S16	0	0	0		24FEB09*		24FEB09*	0	0
MS-220	FF&E Load In Duration - Tower	120	120	30	16MAR09*	01SEP09	02MAR09*	18AUG09	-10	-10
MS-280	Start Pressure Test	0	0	99	31MAR09*		31MAR09*		0	0
MS-150	Pretest Fire Life Safety - Tower	80	80	30	13APR09	04AUG09	14APR09	05AUG09	1	1
P-1S-170	Tower Crane/Manlift Dismantle Completion	0	0	36		18MAY09		13APR09	-25	-25
MS-175	Curtain Wall Complete	0	0	72		04JUN09		02JUN09	-2	-2
MS-160	Third Party Testing - Tower	30	30	30	08JUL09	18AUG09	09JUL09	19AUG09	1	1
MS-170	CCBD & CCFD Testing - Tower	30	30	30	22JUL09	01SEP09	23JUL09	02SEP09	1	1
MS-260	Passenger Elevator Avail for use through	0	0	71		22JUL09		23JUL09	1	1
MS-180	Submit 3rd Party Report to County	15	15	30	28AUG09	18SEP09	31AUG09	21SEP09	1	1
MS-190	Tower Substantial Completion (September)	0	0	28		22SEP09		21SEP09	-1	-1
MS-200	All Systems Test (TCO)	0	0	28		22SEP09		21SEP09	-1	-1

Crane and Hoist

Milestones

Manhoists

CR-230	Remove Manhoists A	14	14	39	03MAR09	18MAR09	28FEB09	16MAR09	-2	-2
CR-240	Remove Manhoists C	7	7	47	14APR09	21APR09	14APR09	21APR09	0	0

Tower Cranes

CR-140	Demob Crane #1	10	10	45	21FEB09*	02MAR09	17FEB09*	27FEB09	-4	-3
CR-170	Demob Crane #2	10	10	55	07MAR09*	16MAR09	28FEB09	11MAR09	-7	-5
CR-150	Demob Crane #3	10	10	56	04APR09*	13APR09	02APR09	13APR09	-2	0
CR-180	Demob Crane #4	10	10	52	09MAY09*	18MAY09	05MAY09	15MAY09	-4	-3

Infill Glass

CR-270	Infill Manlift B Glass	6	1	95	23DEC08A	09JAN09	23DEC08	31DEC08	0	-6
CR-190	Infill Crane #2 Glass	15	15	47	17MAR09	02APR09	12MAR09	01APR09	-4	-1
CR-185	Infill Crane #1 Glass	15	15	39	19MAR09	04APR09	17MAR09	02APR09	-2	-2
CR-260	Infill Manlift A Glass	15	15	48	19MAR09	08APR09	17MAR09	06APR09	-2	-2
CR-210	Infill Steel at Crane #1	5	5	33	06APR09	10APR09	03APR09	09APR09	-1	-1
CR-220	Infill Steel at Crane #2	5	5	33	13APR09	17APR09	10APR09	16APR09	-1	-1
CR-195	Infill Crane #3 Glass	16	16	49	14APR09	01MAY09	14APR09	01MAY09	0	0
CR-280	Infill Manlift C Glass	9	9	39	22APR09	04MAY09	22APR09	04MAY09	0	0
CR-231	Infill Steel at Crane #3	5	5	85	04MAY09	08MAY09	04MAY09	08MAY09	0	0
CR-200	Infill Crane #4 Glass	14	14	81	19MAY09	04JUN09	16MAY09	02JUN09	-2	-2
CR-241	Infill Steel at Crane #4	5	5	67	05JUN09	11JUN09	03JUN09	09JUN09	-2	-2

Design

Hotel Lobby

North Podium (A,B,C,F,G)

COLS240	Blding Department Plans Review/Permit	40	9	24	24NOV08A	21JAN09	24NOV08A	22JAN09	0	1
COL-300	Pre-Construction Hotel Lobby	15	11	24	05JAN09A	23JAN09			0	0
COL-310	MEP Shop Drawings Hotel Lobby	18	18	41	13JAN09	05FEB09			0	0

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “O”



16/2009

Fontainebleau Las Vegas
Podium Venue Schedule
Schedule Extension Per Venue

Venues	Arch.	Designer	Level	Connect Appr Required	Actual Concept Appr	100% DD's Required	100% DD Actual	CD / ID's Permit Set Required	CD / ID's Permit Set Actual	Target to Receive Permit	FB Release for Construction	Const. Dur.	Finish Construction	Revised Finish Construction	FEF/Trail Der.	Area Complete	Revised Area Complete	
PODIUM																		
Brick & Mortar	BWA	Stelmans Partners	Casino	09/18/07	09/18/07	11/02/07	11/02/07	06/12/08	07/15/08	08/12/08	9/25/2008	180	02/03/09	02/03/09	60	04/09/09	04/09/09	
Sports Bar	BWA	JBI	Pool Deck	05/06/08	05/06/08	05/30/08	05/30/08	11/14/08	11/14/08	01/14/09	07/25/2008	230	09/01/09	09/01/09	30	10/01/09	10/01/09	
Nightclub/Lounge	BWA	David Collins	Casino	02/27/08	02/27/08	07/07/08	07/07/08	VE Hold	VE Hold	01/14/09		240	02/24/09	02/24/09	60	08/23/09	08/23/09	
Vip Reception	BWA	David Collins	Casino	04/02/08	04/02/08	06/30/08	06/30/08	11/21/08	11/21/08	01/21/09		120	04/28/09	04/28/09	45	05/27/09	05/27/09	
Lobby Lounge Bar	BWA	Stelmans Partners	Casino	04/02/08	04/02/08	07/11/08	07/11/08	11/21/08	11/21/08	01/21/09		140	06/17/09	06/17/09	60	08/16/09	08/16/09	
Chinag Bar	BWA	Stelmans Partners	Casino	07/23/08	06/04/08	08/19/08	8/29/2008 80%	VE Hold	VE Hold	01/21/09		160	07/17/09	07/17/09	45	08/16/09	08/16/09	
High End Lounge	BWA	Stelmans Partners	Casino	07/23/08	06/04/08	08/19/08	8/29/2008 80%	Design Hold	Design Hold	02/01/09		80	03/08/09	03/08/09	60	08/15/09	07/07/09	
Bar/Lounge	BWA	Stelmans Partners	Casino	07/23/08	06/04/08	08/19/08	8/29/2008 80%	Design Hold	Design Hold	02/01/09		80	03/08/09	03/08/09	60	08/15/09	07/07/09	
Small Backstage/Lobby	BWA	Stelmans Partners	Casino	07/23/08	06/04/08	08/19/08	8/29/2008 80%	Design Hold	Design Hold	02/01/09		80	03/08/09	03/08/09	60	08/15/09	07/07/09	
Pool Deck	BWA	JBI	Pool Deck	07/12/08	07/12/08	07/30/08	07/30/08	11/14/08	11/14/08	01/14/09		180	04/25/09	04/25/09	45	05/24/09	05/24/09	
FB #12 - Steakhouse	BWA	David Collins	Casino	11/07/08	11/07/08	01/30/09	01/30/09	12/10/08	12/10/08	04/01/09		180	07/22/09	07/22/09	45	08/20/09	08/20/09	
FB #13 - Italian Restaurant / Bar	BWA	David Collins	Retail	04/02/08	04/02/08	05/15/08	05/15/08	08/04/08	08/04/08	10/19/08		240	06/19/09	06/19/09	45	08/15/09	07/31/09	
Buffet	BWA	Stelmans Partners	Casino	03/21/08	03/21/08	06/27/08	06/27/08	08/04/08	08/04/08	10/19/08		210	06/19/09	06/19/09	45	07/15/09	07/15/09	
Collage Shop	BWA	Stelmans Partners	Casino	03/21/08	03/21/08	06/27/08	06/27/08	08/04/08	08/04/08	10/19/08		210	06/19/09	06/19/09	45	07/15/09	07/15/09	
FB #11 - Gotham Bar & Grill	BWA	Rockwell	Casino	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/24/09	
FB #8 - Amasa	BWA	Rockwell	Pool Deck	05/23/08	05/23/08	20% DD	20% DD	01/19/09	01/19/09	03/21/09		180	07/12/09	07/12/09	45	08/14/09	08/26/09	
FB #3 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #10 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #9 - Amasa	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #10 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #11 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #12 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #13 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #14 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #15 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #16 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #17 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #18 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #19 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #20 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #21 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #22 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #23 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #24 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #25 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #26 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #27 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #28 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #29 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #30 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #31 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #32 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #33 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #34 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #35 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #36 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #37 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #38 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #39 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #40 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #41 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #42 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #43 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #44 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/09	08/26/09	
FB #45 - NOBU	BWA	Rockwell	Pool Deck	05/13/08	05/13/08	08/20/08	08/20/08	12/12/08	12/12/08	02/11/09		160	06/12/09	06/12/09	45	08/14/		

**Project Status Report Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “P”



THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of January 1, 2009, by and among **PARADISE LAND, LLC**, a Nevada limited liability company ("Lessor"), and **TURNBERRY WEST CONSTRUCTION, INC.**, a Nevada corporation ("Lessee").

RECITALS:

A. Pursuant to that certain Lease Agreement dated May 30, 2008 (the "Lease"), Lessor agreed to lease to Lessee, and Lessee agreed to lease from Lessor, certain real property, consisting of approximately two (2) acres of unimproved land situated in the County of Clark, State of Nevada, as more particularly described in the Lease (the "Premises"), upon the terms and subject to the conditions set forth in the Lease.

B. Lessor and Lessee desired to modify certain terms and conditions of the Lease and executed the **FIRST AMENDMENT TO LEASE AGREEMENT** dated July 25, 2008 and then the **SECOND AMENDMENT TO LEASE AGREEMENT** dated October 1, 2008.

NOW, THEREFORE, based upon the covenants and promises contained herein and other good and valuable consideration, Lessor and Lessee mutually agree as follows:

1. Definitions. Except as otherwise provided herein, capitalized terms used herein shall have the meanings set forth in the Lease.

2. Effective Date. This Third Amendment shall be effective as of January 1, 2009 (the "Effective Date").

4. Term. Section 2.1 of the Lease is modified to extend the expiration date of the Lease as follows:

The two acres (2 acres) of Land specified in the Lease dated May 30, 2008 shall continue to be leased under this Second Amendment until March 31, 2009.

The two and one-half acres (2.5 acres) of land which was specified in the First Amendment of Lease in section B-3 shall continue to be leased under this Second Amendment of Lease until March 31, 2009.

Either party has the right to terminate the lease with a minimum of Thirty (30) days notice. Notice must be given in writing and sent to:

Northern Trust, N.A.
c/o Roger Kummert
580 California Street, Suite 1800
San Francisco, CA 94104

5. Rent. The Monthly Base Rent for the 2 acre Premises shall be Thirty Thousand Dollars (\$30,000), and the Monthly Base Rent for the Additional Premises shall be Thirty-Seven Thousand Five Hundred Dollars (\$37,500), for a total Monthly Base Rent of Sixty-Seven Thousand Five Hundred Dollars (\$67,500) through March 31, 2009.

Lessee shall deliver to Lessor a check in the total amount of \$67,500, concurrently with the execution of this Amendment. The receipt by Lessor of such payment shall be a condition precedent to the effectiveness of this Amendment.

Rent checks should be addressed as follows:

**Paradise Land, LLC
c/o Northern Trust, N.A. R Kummert
580 California St, Suite 1800
San Francisco, CA 94104**

6. Use. Section 5.1 of the Lease is modified to provide that the Additional Premises shall be used solely for the purpose of parking automobiles for Lessee's employees, which use shall be deemed to be the Permitted Use for the Additional Premises. The Permitted Use of the Existing Premises described in Section 5.1 of the Lease shall not be modified and shall continue in effect.

7. Applicable Requirements. Lessee acknowledges, understands and agrees that the Existing Premises and the Additional Premises are located within a larger parcel of real property that is subject to various easements, covenants, conditions and restrictions and other matters of record, including, without limitation, those relating to the monorail system and equipment, all of which are part of the Applicable Requirements, and the Lease and Lessee's rights to and use of the Existing Premises and the Additional Premises are subject to all Applicable Requirements. Lessee further covenants and agrees to comply, and to cause all of its employees, agents, representatives and contractors to comply, with all Applicable Requirements.

8. Insurance. Lessee's delivery to Lessor of a certificate of insurance which satisfies all of the terms, conditions and requirements of Article IX of the Lease, including, without limitation, showing coverage for the Existing Premises and Additional Premises for the full term of the Lease and naming all required persons and entities as additional insured's, shall be a condition precedent to the effectiveness of this Amendment.

9. Security. Lessee acknowledges, understands and agrees that Lessee shall be solely responsible for providing all security required in connection with the use of the Existing Premises and the Additional Premises, including, without limitation, establishing and providing a security program for the protection of property and the safety of its employees and other persons. Lessee further acknowledges, understands and agrees that Lessor has no obligation to provide any lighting or security for the Existing Premises or the Additional Premises.

10. Continuation of Lease. Except as modified herein, the Lease shall remain in full force and effect.

11. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12. In case of conflict between any term or provision of this Amendment and the Lease, the term or provision of this Amendment shall govern. --2)g,

13. Notices. All notices to landlord should now be sent to:

Northern Trust, N.A.
c/o Roger Kummert
580 California St, Suite 1800
San Francisco, CA 94104


IN WITNESS WHEREOF, this Amendment has been executed on the day and year first above written.

LESSOR:
PARADISE LAND, LLC;
a Nevada Limited Liability Company

By: NORTHERN TRUST N.A.,
Trustee of the William G. Bennett
Qualified Interest Trust, Manager of
Paradise Land, LLC

By: 
Roger Kummert
Vice President

LESSEE:
TURNBERRY WEST CONSTRUCTION,
INC., a Nevada Corporation

By: 

Name: Robert R. AMARICAO
Title: CEO

EXHIBIT “Q”





December 31, 2008

IVI, Inc.
55 West Red Oak Lane
White Plains, NY 10604

RE: Status on Pedestrian Walkway Bridge Collapse Claim
December 2008 Bank Inspection

Following is an updated on the September 1, 2008, Pedestrian Walkway Bridge Collapse, that occurred along Las Vegas Blvd. between Riviera Blvd and Sahara Ave.

The injured 20 year old woman, named Elizabeth Riggs and her husband, remain in Las Vegas while she finishes her rehab. According to the Construction Risk Manager for AIG Domestic Claims, her hospital bill exceeded \$73,000; therefore they increased the reserve to \$250,000.

The two police reports have yet to be located, the one for the alleged car hitting the Pedestrian Walkway as well as the main report for the collapse. AIG's investigation is still ongoing.

Repairs to the Walkway are complete. Clark County Building Department issued Certificate of Completion for the Walkway on 11/06/08; therefore the temporary Security and Turnberry West Construction Traffic Control labor has ceased and the walkway is back in service.

As of December 31, 2008, the current known costs associated with the Pedestrian Walkway Bridge Collapse are as follows:

Turnberry West Construction Labor for Clean-up and Traffic Control	\$99,821.64
ThyssenKrupp Safway, Inc. Repair Costs	\$46,815.84
24/7 Security Company for Site Traffic Control (\$18.45/hr) Since the Incident	\$15,700.03
Reserves for Injured Female for Immediate Expenses/Medical Costs	<u>\$250,000.00</u>
	\$412,337.51

Respectfully,


Cheryl Ross
Cost Control Manager

EXHIBIT “R”



Permit	NGR No.	Date	By	Resolution No.	Completion Date	Resolution By	Level	Description
07-7220	NSS-001	9/6/07	JM	RNSS-001	11/28/08	DB	P3	LEVEL-P-3,GY.5-GZ/G5,MISSING TOP & BOTTOM SPLICE PLATES FOR BRACE FRAME
	NSS-002	9/8/07	JM	RNSS-002	12/17/07	FB	CASINO	LEVEL-CASINO,GW.7/GX,MISSING(2) BEAMS W12X14
	NSS-003	9/8/07	JM	RNSS-003	10/15/07	JM	CASINO	LEVEL-CASINO,GY.7/G.05,MISSING EMBED WRONG LOCATION
	NSS-004	9/8/07	JM	RNSS-004	10/27/07	JM	P1	LEVEL-P-1,GY.6/G5, BEAM W12X40 INSTALLED AT WRONG LOCATION, ON WEST END.
	NSS-005	9/8/07	DB	RNSS-005	12/8/07	DB	CASINO	LEVEL-CASINO,G3/GZ,WELD COLUMN SPLICE MISALIGNMENT
	NSS-006	9/10/07	JM	RNSS-006	10/13/07	JM	INTERM VALET	LEVEL-INTERM. VALET,GX/G2,COLUMN BASE PLATE WITH ANCHOR BOLTS TOO SHORT.
	NSS-007	9/10/07	JM	RNSS-007	12/9/07	JM	P2	LEVEL-P-2,GY.5/G1-G6,INSTALLED NEW DOUBLE TEE'S WITH GAP BETWEEN THE DECK .
	NSS-008	9/19/07	DB	RNSS-008	10/4/07	DB	CASINO	LEVEL-CASINO,GY.5/G2-G3.4,DECK REPAIRS WITHOUT APPROVED DETAIL
	NSS-009	10/1/07	DB	RNSS-009	12/4/07	DB	2	LEVEL-2,G5/GZ,MISSING HORZ.COLUMN STIFFENER AT BOTTOM FLANGE FOR MOMENT
	NSS-010	10/3/07	FB	RNSS-010	3/4/08	FB	P1 & P2	LEVEL-P-1&2,G1/GX.9&G1/GX TACK WELDS IN PROTECTED ZONE OF BRACE FRAME
	NSS-011	10/5/07	DB	RNSS-011	1/29/08	DB	BALLROOM	LEVEL-BALLROOM,GY.5/G3,COLUMN SPLICE WITH MISALIGNMENT

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07-7220	NSS-012	10/8/07	JM	RNSS-012	11/14/07	JM	CASINO	LEVEL-CASINO,GY.5/G2.4,STIFFENERS SHEAR TAB BENT WITH BOLTS SHANKS OBSERVED.
	NSS-013	10/10/07	JM	RNSS-013	12/4/07	DB	P2	LEVEL-P-2,GX.6/G5,REQUEST CLARIFICATION ON LOCATION OF STIFFENERS.
	NSS-014	10/10/07	JM	RNSS-014	12/17/07	FB	2 & 3	LEVEL-2 & 3,G5.8/GX & GX.2,MISSING 1" PLATE BETWEEN FLANGE BEAM,W27X146 TO W30X191
	NSS-015	9/29/07	JM	RNSS-015	10/15/07	JM	P1 TO P3	LEVEL-P-1-3,GX/G1&GX.9/G1,MISSING STIFFENERS & STEEL SHIM THAT WELD TO COL.
	NSS-016	10/18/07	JM	RNSS-016	1/24/08	JM	CASINO LOW ROOF	LEVEL-CASINO-LOW ROOF,GO.5-G1/GY.GZ,G5-G6/GY.5-G2&G5-G6,STAIRS #4,5&6NO APPROVED DETAIL DRAWINGS
	NSS-017	10/18/07	JM	RNSS-017	1/24/08	JM	CASINO LOW ROOF	LEVEL-CASINO-LOW ROOF,G5-G6/GY.5-GZ,STAIR # 4,NO APPROVED STRUCTURAL DRAWINGS
	NSS-018	10/18/07	JM	RNSS-018	1/24/08	JM	CASINO LOW ROOF	LEVEL-CASINO-LOW ROOF,GO.5-G1/GY.GZ,STAIR # 6 NO APPROVED STRUCTURAL DRAWINGS
	NSS-019	10/18/07	JM	RNSS-019	1/24/08	JM	CASINO LOW ROOF	LEVEL-CASINO-ROOF,G2-G3/GY.5-GZ,STAIR # 5 NO APPROVED STRUCTURAL DRAWINGS
	NSS-020	10/30/07	DB	RNSS-020	2/7/08	DB	P5	LEVEL-P-5,G1/GX.5,1/2"GAP BETWEEN THE FLANGE PLATE & WELD PLATE.
	NSS-021	11/2/07	DB	RNSS-021	12/4/07	DB	CONVENTION	LEVEL-CONVENTION,G4.5/GZ,CLARIFICATION ON ELEVATION ON COLUMN SPLICE.
	NSS-022	11/3/07	LW	RNSS-022	12/6/07	LW	BASEMENT	LEVEL-BASEMENT,G2/GU & G3/GU,DID NOT PROVIDE THE MINIMUM THICKNESS ON GROUT.
	NSS-023	11/14/07	DB	RNSS-023	12/11/07	DB	P1 TO P6	LEVEL-P-1 TO P-6,G2/GZ,MISSING HORIZONTAL STIFFENER AT MOMENT CONNECTION.
	NSS-024	11/19/07	JM	RNSS-024	12/17/07	DB	P1 TO P6	LEVEL-P-1 TO P-6,G5-G6/GY.5,CLARIFICATION ON DECKING NOT INSTALLED PER DETAILS

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07-7220	NSS-025	11/26/07	DB	RNSS-025	12/17/07	DB	CASINO	LEVEL-CASINO,G7/GT,(1) MISSING BOLT TO BASE PLATE 7PLATE GIRDER.
	NSS-026	11/26/07	JM	RNSS-026	3/27/08	JM	VALET	LEVEL-VALET,GX-GV/G1-G1.7,CLARIFICATION ON SKEWED BEAM CONNECTION FOR 3/8" PLATE. AT SUPPORT BEAM WEBS
	NSS-027	11/29/07	JM	RNSS-027	2/28/08	JM	P1 TO P6	LEVEL-P1 TO P6,GX.9-GY/G1,DECKING & BENT PLATE NOT INSTALLED PER DETAIL.
	NSS-028	11/30/07	KA	RNSS-028	12/15/07	RST	BASEMENT	LEVEL-BASEMENT,G1/GS,GROUT FAILED TO MEET 28 DAY STRENGTH.
	NSS-029	12/10/07	JM	RNSS-029	8/8/08	BM	BALLROOM	LEVEL-BALLROOM,GY.7/1-3-8,MISSING BEAMS
	NSS-030	12/12/07	DB	RNSS-030	2/4/08	DB	1	LEVEL-1,G1/GX.2,GAP 5/8" BETWEEN BOTTOM FLANGE TO SPLICE PLATE
	NSS-031	12/12/07	DB	RNSS-031	5/6/08	DB	CONVENTION	LEVEL-CONVENTION, GZ.8/GY.5,MISSING (2) ANGLE 8X8X1/2"
	NSS-032	12/13/07	DB	RNSS-032	3/3/08	DB	3	LEVEL-3,G6/GU-GW,MISSING TOP & BOTTOM BEAM SPLICE PLATE @BRACE FRAME
	NSS-033	12/13/07	DB	RNSS-033	3/15/08	DB	1	LEVEL-1,G6/GU-GW,MISSING TOP & BOTTOM BEAM SPLICE PLATE @BRACE FRAME
	NSS-034	12/13/07	DB	RNSS-034	3/25/08	DB	2	LEVEL-2,G6/GV-GW,MISSING TOP & BOTTOM BEAM SPLICE PLATE @BRACE FRAME
	NSS-035	12/14/07	DB	RNSS-035	1/5/08	DB	BALLROOM	LEVEL-BALLROOM,G1/GX.1,GAP OF 3/4"BETWEENTHEWELD PLATE TO FLANGE PLATE BRACE FRAME
	NSS-036	12/14/07	DB	RNSS-036	12/18/07	DB	4	LEVEL-4,G1/GX.6 & GX.8,WELD PLATE TO FLANGE PLATE WAS WELDED ON BOTTOM SIDE, BOLTS WERE INSTALLED
	NSS-037	12/18/07	DB	RNSS-037	4/9/08	JM	LOW ROOF	LEVEL-LOW ROOF,G1/GX.9 SOUTH, MISSING DRAG LINE CONNECTION.

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07-7220	NSS-038	12/19/07	DB	RNSS-038	2/19/08	DB	2	LEVEL-2,G6/GV.8,TWO FLANGE THICKNESS WHICH WILL LEAVE A GAP 3/8" FOR BEAM SPICE PLATES
	NSS-039	12/19/07	DB	RNSS-039	2/29/08	DB	2	LEVEL-2,G6/GU.8,GAP 5/8"BETWEEN THE TOP FLANGE AND SPICE PLATE
	NSS-040	12/20/07	DB	RNSS-040	3/27/08	DKB	CONVENTION	LEVEL-CONVENTION,G3.8/GY.1-GY.5,MISSING HSS 6X6X1/4" BRACE
	NSS-041	12/26/07	DB	RNSS-041	1/24/08	DB	1	LEVEL-1,G1/GT&GU,GV/G3&G6&G3/GW,MISSING DRAG LINE CONNECTION.
	NSS-042	12/28/07	DB	RNSS-042	1/28/08	JM	2	LEVEL-2,G1/GU,GT,GR&GS,GT/G5&G6,MISSING DRAG LINE CONNECTION PLATES TO COLUMNS & #5 REBAR WELDED TO PLATE
	NSS-043	1/2/08	DB	RNSS-043	4/8/08	JM	CONVENTION	LEVEL-CONVENTION,GU/G2,MISSING FILLER PLATES & CONTINUITY PLATES AT TRUSS BOTTOM CHORD STIFFENER
	NSS-044	1/2/08	DB	RNSS-044	2/28/08	DB	CONVENTION	LEVEL-CONVENTION,GU/G5,MISSING FILLER PLATES & CONTINUITY PLATES AT TRUSS BOTTOM
	NSS-045	1/3/08	JM	RNSS-045	4/3/08	DB	CONVENTION	LEVEL-CONVENTION,GY.8/G2 & GX.9/G1.2,MISSING BOLTS IN THE BRACE DOWN TO COLUMN CONNECTIONS
	NSS-046	1/5/08	DB	RNSS-046	3/20/08	SS	5	LEVEL-5,GZ/G.3 -TO G5,MISSING TOP BEAM SPICE FLANGE PLATES
	NSS-047	1/5/08	DB	RNSS-047	4/26/08	DB	4	LEVEL-4,G5/GY.6 TO GY.9,BOTTOM BEAM SPICE FLANGE PLATES WELDS ARE INCOMPLETE
	NSS-048	1/5/08	DB	RNSS-048	3/15/08	DB	1	LEVEL-1 TO 5,G5/GY.5 TO GZ, MISSING BRACES WHERE THE BENT PLATE EXCEEDS 1'-6"
	NSS-049	1/7/08	DB	RNSS-049	1/9/08	DB	6	LEVEL-6,GY/G3,REQUEST CLARIFICATION ON BEARING PAD BETWEEN DOUBLE TEE STEM & BEAM
	NSS-050	1/7/08	DB	RNSS-050	2/15/08	DB	CONVENTION	LEVEL-CONVENTION,GU/G1 TO G6,WT AT TOP TRUSS CHORD SHOP INSTALLATION IS NOT PER DETAIL

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07-7220	NSS-051	1/9/08	DB	RNSS-051	4/9/2088	DKB	6	LEVEL-6,G5/GY.6 TO GY.9, MISSING THE BOTTOM BEAM SPLICE FLANGE PLATES WELDS ARE INCOMPLETE
	NSS-052	1/9/08	DB	RNSS-052	4/17/08	DB	6	LEVEL-6 G3.8-G5 / GZ MISSING THE TOP & BOTTOM BEAM SPLICE FLANGE PLATES
	NSS-053	1/9/08	DB	RNSS-053	4/23/08	DB	BALLROOM	LEVEL-BALLROOM,G5/GY.6&GY.9,MISSING TOP & BOTTOM BEAM SPLICE FLANGE PLATE & WELDS AT WEB PLATES
	NSS-054	1/9/08	DB	RNSS-054	4/5/08	DKB	LOW ROOF	LEVEL: LOW ROOF GZ/G1.2,3.8,4.5&6,GY.5/G2,4.5,5&6,G6/GW,GY&GZ,MISSING DRAG LINE CONN.
	NSS-055	1/9/08	DB	RNSS-055	4/3/08	DB	LOW ROOF	LEVEL-LOW ROOF,G6/GZ & GY.5, DRAG LINE PARTIAL PEN CONN. WERE WELDED WITHOUT INSPECTION OF FIT UP
	NSS-056	1/9/08	DB	RNSS-056	2/28/08	DB	LOW ROOF	LEVEL-LOW ROOF,GY.5 TO GZ/G3.5,EXTRA BEAM W24X55 WAS ADDED, NOT PER DETAIL.
	NSS-057	1/14/08	DB	RNSS-057	4/22/08	DKB	BALLROOM	LEVEL-BALLROOM,G5/GY.7 & GY.8,MISSING BOTTOM BEAM SPLICE FLANGE PLATES.
	NSS-058	1/14/08	DB	RNSS-058	5/23/08	DB	CONVENTION	LEVEL-CONVENTION BOTTOM TRUSS,G5/GY.6 & GY.9,MISSING BOTTOM BEAM SPLICE FLANGE PLATES ON BRACE FRAME.
	NSS-059	1/14/08	DB	RNSS-059	5/16/08	DB	CONVENTION	LEVEL-CONVENTION-TRUSS BOTTOM CHORD,G5/GY.6 & GY.9,MISSING BOLTS AT WELD PLATE TO FLANGE PLATE
	NSS-060	1/18/08	JM	RNSS-060	1/24/08	JM	P1	LEVEL-P1,G5-G6/GV,BEAM W30X132 HAS NOT BEEN INSTALLED
	NSS-061	1/18/08	DB	RNSS-061	6/16/08	DB	CONVENTION	LEVEL-CONVENTION,G5/G4,GAP 3/16"W14X500 COLUMN TO W14X145 COLUMN SPLICE CONNECTION
	NSS-062	1/18/08	DB	RNSS-062	4/16/08	DB	BALLROOM	LEVEL-BALLROOM,GR/G1.7-G2.3,BEAM TO PLATED COLUMNS MISSING TOP HORIZONTAL STIFFENER@SOUTH
	NSS-063	1/18/08	DB	RNSS-063	2/22/08	DB	BALLROOM	LEVEL-BALLROOM,GU.4/G6,MISSING WELD PLATE AT GUSSET CONNECTION IT'S BEEN GOUGED OFF.

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07-7220	NSS-064	1/22/08	DB	RNSS-064	2/14/08	DB	LOW ROOF	LEVEL-LOW ROOF, GY, 5-GZ/G3 & G5, BEAM TOP FLANGE SPLICE PLATES ARE 1" CALLS FOR 1 1/2" NOT PER DETAIL
	NSS-065	1/23/08	DB	RNSS-065	2/8/08	DB	BALLROOM	LEVEL-BALLROOM, GU, 8/G6, FLANGE EDGES ARE MISALIGNED AT BRACE FRAME BEAM SPLICE CONNECTION
	NSS-066	1/24/08	JM	RNSS-066	3/4/08	JM	P1	LEVEL-P1, GV/G6, W27X146 HAS A 3/8" BOW MISSING 1/2" STIFFENER
	NSS-067	1/24/08	JM	RNSS-067	3/6/08	DB	LOW ROOF	LEVEL-LOW ROOF, GW/G6, MISSING STIFFENER PLATE ON THE SOUTH SIDE OF THE COLUMN.
	NSS-068	1/26/08	JM	RNSS-068	2/20/08	JM	LOW ROOF	LEVEL-LOW ROOF, GR/G6, MISSING HORIZONTAL STIFFENER IN COLUMN FOR THE BOTTOM FLANGE MOMENT FOR W30
	NSS-069	1/28/08	DB	RNSS-069	3/18/08	DB	2	LEVEL-2, GT/G5&G6, G1/GR&G5, MISSING DRAG LINE CONNECTIONS PLATES TO COLUMNS & REBAR TO PLATES
	NSS-070	1/29/08	DB	RNSS-070	3/3/08	DB	CASINO	LEVEL-CASINO, GR/G2.7&G3.3, MISSING HORIZONTAL STIFFENER PLATES AT BRACE FRAME RIGID CONNECTION
	NSS-071	1/29/08	DB	RNSS-071	3/14/08	DB	CONVENTION	LEVEL-CONVENTION, GR/G5, COLUMN SPLICE IS MISALIGNED WRONG SIZE IT'S 2 1/2" CALLS FOR 3 1/2" W14X500.
	NSS-072	2/8/08	DB	RNSS-072	4/3/08	DB	CASINO	LEVEL-CASINO, G3.3/GR, TOP & BOTTOM WEBS ARE MISALIGNED AT COLUMN SPLICE
	NSS-073	2/9/08	DB	RNSS-073	2/15/08	DB	CASINO	LEVEL-CASINO, GS/G4-4.2, MISSING WELDS AT (WT 10.5X28.5) TO TOP OF W14X431 BEAM.
	NSS-074	2/9/08	JM	RNSS-074	2/29/08	DB	CONVENTION	LEVEL-CONVENTION, GT/G5, COLUMN SPLICE (W14X145 TO W14X500) HAS OFFSET OF 3/4"
	NSS-075	2/11/08	SM	RNSS-075	7/9/08	DB	INTERM VALET	LEVEL-INTERM VALET, GS/G4-2, OVERHEAD KNIFE PLATE IS INSTALLED IN THE WRONG LOCATION FOR (L6X4X3/8")
	NSS-076	2/13/08	DB	RNSS-076	2/13/08	DB	1	LEVEL-1, G1/GU, GT, GS & G6/GU, MISSING DRAG LINE CONNECTIONS PLATES TO COLUMNS & REBAR TO PLATES

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07-7220	NSS-077	2/13/08	DB	RNSS-077	3/17/08	DB	CONVENTIO N	LEVEL-CONVENTION,G6/GU.2,GU.8,GV.2 &GV.8,CLASS A FAYING SURFACES HAVEN'T BEEN ACHIEVED TOP & BOTTOM
	NSS-078	2/13/08	DB	RNSS-078	9/6/08	BM	CONVENTIO N	LEVEL-CONVENTION,G1.6-G2/GU.4-GU,MISSING (4) (W12X14) BEAMS WITH NELSON STUDS.
	NSS-079	2/13/08	DB	RNSS-079	3/20/08	JM	CONVENTIO N	LEVEL-CONVENTION,G5/GV-GW,MISSING DIAGONAL X-BRACING
	NSS-080	2/13/08	DB	RNSS-080	3/20/08	JM	CONVENTIO N	LEVEL-CONVENTION,G4/GV-GW,MISSING DIAGONAL X-BRACING
	NSS-081	2/13/08	DB	RNSS-081	3/20/08	JM	CONVENTIO N	LEVEL-CONVENTION,G3/GV-GW,MISSING DIAGONAL X-BRACING
	NSS-082	2/13/08	DB	RNSS-082	9/8/08	BM	CONVENTIO N	LEVEL-CONVENTION,G1.7-G1.9/GU-GU.4,MISSING OPENING, GRID LOCATION NOT PER DETAIL
	NSS-083	2/13/08	DB	RNSS-083	9/6/08	BM	CONVENTIO N	LEVEL-CONVENTION,G1.6-G1.9/GW-GV.9,MISSING OPENING, GRID LOCATION NOT PER DETAIL
	NSS-084	2/18/08	DB	RNSS-084	4/26/08	DB	LOW ROOF	LEVEL-LOW ROOF,G2/GX,EXTENDED SHEAR TABS ARE 1/2" TO COLUMN (W14X90)GOOD FOR ONLY 23.2 K PER DETAIL
	NSS-085	2/19/08	DB	RNSS-085	3/14/08	DB	CONVENTIO N	LEVEL-CONVENTION,G5/GQ,COLUMN SPLICE MISALIGNED BUILT UP COLUMN
	NSS-086	2/20/08	SM	RNSS-086	3/26/08	BM	LOW ROOF	LEVEL-LOW ROOF,G6/GU-GV,WIND GIRT BEAM (W18X35) BOTTOM FLANGE IS BENT IN (4) LOCATIONS.
	NSS-087	2/27/08	DB	RNSS-087	4/23/08	DB	CONVENTIO N	LEVEL-CONVENTION,GR/G2,TRUSS BOTTOM CHORD GUSSET BRACE CONNECTION PLATE WAS THERMAL CUT
	NSS-088	3/4/08	DB	RNSS-088	3/10/08	DB	CASINO	LEVEL-CASINO,G5/GU-GV,MISSING ANGLE (3X3X1/4)"KICKERS BEAM TO BEAM (W24X62)
	NSS-089	3/5/08	DB	RNSS-089	4/30/08	DB	CONVENTIO N	LEVEL-CONVENTION,G6/GU.2,GU.8,GV.2 & GV.8,CLARIFICATION BRACE FRAME BEAM SPLICE WRONG SIZE OF PLATES

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07-7220	NSS-090	3/7/08	DKB	RNSS-090	7/8/08	FB	4	LEVEL-4,GX/G2,G4&G5 & GX/G4&G5 & GV/G4&G5 & GY/G3&G4,MISSING BEAM SEAT GUSSETS
	NSS-091	3/10/08	DB	RNSS-091	4/19/08	FB	CASINO	LEVEL-CASINO,GQ-GQ.2/G4 &G5,MISSING ANGLE KICKERS AT BEAM (W21X44) & (W21X44) CONNECTION
	NSS-092	3/10/08	DKB	RNSS-092	8/7/08	FB	1-2 RAMP	LEVEL-1-2 RAMP,GV.5/G5 & G6 & GW.5/ G5 &G6,MISSING STEEL KICKERS & SUPPORT TUBES
	NSS-093	3/10/08	DKB	RNSS-093	4/2/08	DB	1 RAMP	LEVEL-1 RAMP,GV-GO/G4 &G5,MISSING STIFFENERS
	NSS-094	3/11/08	DB	RNSS-094	8/8/08	DB	1-2 RAMP	LEVEL-1-2 RAMP,GU-GX/G5 & G6,MISSING 1/2" PLATES WITH #4 REBAR AT HSS POSTS.
	NSS-095	3/11/08	DB	RNSS-095	3/25/08	DB	5	LEVEL-5,GR/G1.8, TOP FLANGE BEAM SPLICE PLATE WELD IN LIEU OF BOLTS
	NSS-096	3/11/08	DKB	RNSS-096	4/2/08	DB	CONVENTION	LEVEL-CONVENTION,GQ/G2,TRUSS TOP CHORD HAS AIR ARC GOUGES ON TRUSS CONNECTION PLATE
	NSS-097	3/11/08	DB	SEE NSS-121 RNSS-097	5/9/08	DB	LOW ROOF	LEVEL-LOW ROOF,GR/G6,MISSING HORIZONTAL STIFFENER AT BEAM TO COLUMN
	NSS-098	3/12/08	DB	RNSS-098	8/8/08	DB	1 RAMP	LEVEL-1 RAMP,GW-GX/G5 & G6,MISSING BEAMS (W6X25) WITH HSS (6X6X3/8") AT PRECAST
	NSS-099	3/12/08	DKB	RNSS-099	3/22/08	JM	3	LEVEL-3,GR/G3,BOTTOM FLANGE CLIP HAS CRACK RUNNING FROM THE WEST BOLT HOLE TO EDGE
	NSS-100	3/14/08	SS	RNSS-100	7/16/08	KC	BASEMENT	LEVEL-BASEMENT-1,G5/GX.9-GY.5,STAIR #016NO APPROVED CCDDS-BD PLANS
	NSS-101	3/14/08	DKB	RNSS-101	3/25/08	DKB	VALET	LEVEL-VALET,GR/G1.7-G2.3,EMBED WITH NELSON STUDS CUT OFF (4)
	NSS-102	3/14/08	DKB	RNSS-102	4/9/08	DKB	VALET	LEVEL-VALET,GQ.5/G1,EMBED TO SHEAR TAB CONNECTION NO DETAIL

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07-7220	NSS-103	3/14/08	DB	RNSS-103	3/25/08	DB	CASINO	LEVEL-CASINO,GQ-GR/G1-G2, TOP STEEL FRAMING OUT OF LEVEL
	NSS-104	3/14/08	DB	RNSS-104	4/2/08	DB	VALET	LEVEL-VALET,G1/APPROX 15'-11" SOUTH OF GR, EMBED TYPE A HAS (1/2"X12"X1') WITH 4 8" CALLS FOR 3/4" WITH 6
	NSS-105	3/19/08	DB	RNSS-105	4/26/08	JM	4	LEVEL-4,G5(GY.6&GY.9,CLARIFICATION ON THE PLATE ORIENTATION TO BEAM (W27X146) BOTTOM FLANGE
	NSS-106	3/25/08	DB	RNSS-106	4/9/08	DKB	CONVENTION	LEVEL CONVENTION,GR-GU//G5.5-G5.6,STEEL BEAM GOUGED FROM DECK SAW
	NSS-107	3/26/08	DKB	RNSS-107	7/7/08	FB	CASINO	LEVEL-CASINO,GQ-GS/G1, LEDGER ANGLE HAS GAP TO EMBED NOT PER DETAIL
	NSS-108	3/27/08	DB	RNSS-108	4/2/08	DB	BALLROOM	LEVEL-BALLROOM,GT-GV/G5.8-G6,PLATE TO # 7 REBAR IS ONLY 1/2" NOT PER DETAIL CALLS FOR 3/4"
	NSS-109	3/27/08	DB	RNSS-109	8/8/08	DB	2	LEVEL-2 EDGE OF RAMP,G5/GS.5,MISSING (W6X25) WITH BOLLARD POST
	NSS-110	3/28/08	DKB	RNSS-110	4/16/08	DKB	CASINO	LEVEL-CASINO,GV.9/G2.7-G3,MISSING 1/2" PLATE TO BOTTOM FLANGE OF BEAM (W16X36)
	NSS-111	4/2/08	DB	RNSS-111	4/19/08	FB	CASINO	LEVEL-CASINO G3.3-G3.4/GN SHEAR WALL MISSING STUDS
	NSS-112	4/2/08	DB	RNSS-112	4/22/08	DKB	CASINO	LEVEL-CASINO GQ.1-GQ.5/G1.2-G1.4 MISSING OPENING IN DECK
	NSS-113	4/2/08	DB	RNSS-113	7/8/08	BM	CASINO	LEVEL-CASINO GR-GR.5/G1.2-G1.4 MISSING OPENING IN DECK
	NSS-114	4/3/08	DB	RNSS-114	4/29/08	DB	CASINO	LEVEL-CASINO GR-GS/G4-G4.2 MISSING WELD ABLE REBAR
	NSS-115	4/3/08	DB	RNSS-115	4/29/08	DB	CASINO	LEVEL-CASINO G2.3-G2.7/GR MISSING WELD ABLE REBAR

Permit #	NCR No.	Date	Issued By	Resolution No.	Solution Date	Resolution By	Level	Location-Description
07-7220	NSS-116	4/3/08	DKB	RNSS-116	6/5/08	DKB	LOW ROOF	LEVEL-LOW ROOF G5.3-G5.8/GY-CY.5 MISSING FRAMING, STUDS, OPENING DECK
	NSS-117	4/4/08	DKB	RNSS-117	4/19/08	DKB	CONVENTION	LEVEL: CONVENTION GU.1 @ G2.7 & G3 PIPE CHASE NOTCHED CLIP
	NSS-118	4/5/08	DKB	RNSS-118	5/7/08	DKB	LOW ROOF	LEVEL: LOW ROOF @ GY.5/G6,GZ/G6,GY.5/G4.5,GZ/G4.5,GY.5/G3.8/GZ/G3.8,GX.9/G1,GX/G1 DRAG CLIPS PARAPET
	NSS-119	4/24/08	BM	RNSS-119	4/26/08	FB	BALLROOM	LEVEL BALLROOM & CONVENTION GR-GU/G5.5-G.5, INSTALLED FLASHING FOR THE DROP AT THIS LOCATION IN LIEU OF AN ANGLE REQUEST CLARIFICATION.
	NSS-120	4/24/08	SS	RNSS-120	4/25/08	SS	CASINO	LEVEL CASINO, GY.5-GZ-G/Z, 3.3.8 EL.2056-2055 UNAPPROVED DETAIL FOR GS 14X6X1/2
	NSS-121	5/9/08	DB	RNSS-121	5/13/08	DB	LOW ROOF	LEVEL-LOW ROOF @ G6/GR REQUEST CLARIFICATION ON H.P1 THICKNESS
	NSS-122	5/12/08	DB	RNSS-122	7/12/08	DB	LOW ROOF	LEVEL-LOW ROOF G6/GN REQUEST CLARIFICATION ON H.P1
	NSS-123	5/17/08	DKB	RNSS-123	8/7/08	FB	P1-P2 RAMP GIRDER	LEVEL-P1-P2 RAMP KICKER GV.5/G6 EL.2087, NEEDS KICKED TO BRACE FRAME
	NSS-124	5/19/08	MB				UNDER COLUMN BASE PLATE	C/4 EL.2028' BASE PLATE GROUT NOT REQUIRED STRENGTH
	NSS-125	5/19/08	MB				UNDER COLUMN BASE PLATE	M/3.3 EL.2028' BASE PLATE GROUT NOT REQUIRED STRENGTH
	NSS-126	5/20/08	FB	RNSS-126	7/12/08	FB	P1	LEVEL-P1 GX.5/G1, DOUBLE TEE EMBED MISSING
	NSS-127	6/2/08	FB	RNSS-127	9/19/08	FB	LOW ROOF	LEVEL-LOW ROOF G5.2 & G5.7/GP & GS NO CCDD5-BD APPROVAL FROM D-211
	NSS-128	5/31/08	DKB	RNSS-128	7/10/08	BM	CASINO	LEVEL-CASINO + 4" GA.5/G4 EL.2062' COLUMN SPLICE OFFSET 1/2"

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07-7220	NSS-129	6/9/08	DKB	RNSS-129	9/22/08	BM	ALL WIND GIRT ELEVATIONS	LOCATION ALL WIND GIRT ELEVATIONS @ GZ AND G6 NOT CCDD5-BD APPROVED
	NSS-130	6/23/08	DB	RNSS-130	8/28/08	BM	LOW ROOF	G5/GQ.2 & GQ.8 MISSING WEB BEAM SPLICE PLATES @ WEST SIDE OF W27X94
	NSS-131	6/25/08	FB	RNSS-131	7/16/08	FB	P3	GJ/G1 CORBEL SEAT NOT PER DETAIL & NO ENGINEER & CCDD5-BD WET STAMP
	NSS-132	6/25/08	DB	RNSS-132	9/18/08	DB	5	LEVEL-5 G1/G1.6 GAP OF 2 1/4" BETWEEN BRACE & GUSSET
	NSS-133	7/7/08	BM				F-CONV.	LEVEL-FOUNDATION- CONVENTION GJ/G3 STAIR #3 NO APPROVED PLANS
	NSS-134	7/8/08	BM	RNSS-134	7/10/08	BM	VALET CASINO	LEVEL-VALET-CASINO GR/G1 STAIR #11 NO APPROVED PLANS
	NSS-135	7/8/08	BM	RNSS-135	7/10/08	BM	DOCK INTERMEDIATE	LEVEL-DOCK-INTERMEDIATE GP/G3.4 STAIR #22 NO APPROVED PLANS
	NSS-136	7/9/08	DB	RNSS-136	9/18/08	DB	BALLROOM	LEVEL-BALLROOM G1/G1.6 GAP OF 2" BETWEEN BRACE & GUSSET
	NSS-137	7/9/08	DB	RNSS-037	8/7/08	DB	ELEVATOR PIT VALET	ELEVATOR PIT BELOW CASINO @ G4.2/GR & GS BRACE NOT PLUMB
	NSS-138	7/12/08	BM	RNSS-138	8/8/08	BM	DOCK CASINO	STAIR 8 NO CCDD5-BD APPROVED PLANS GJ/G3-G3.4 EL.2032'-0" - 2060'-0" DOCK-CASINO
	NSS-139	7/12/08	BM	RNSS-139	10/20/08	BM	CASINO-CONV.	STAIR 3 NO CCDD5-BD APPROVED PLANS GA-GA.5/G3-G4 EL.2054'-6"-2208'-0" CASINO-CONVENTION
	NSS-140	7/14/08	FB	RNSS-140	8/7/08	FB	P3	LEVEL-P3 G1/GR.5 & G6/GU.5 & GV.5 DOUBLE TEE BRACE TO EMBED NOT COMPLETE
	NSS-141	7/14/08	FB	RNSS-141	8/7/08	FB	P3-P5	LEVEL-P3-P5 G1/GQ.5 & GX.LEVEL-P3 & G1/GQ.5,GR.5 & GX.5 & G6/U.5 & U.5 LEVEL P5 NO INSPECTION REQUEST / FIREPROOFING

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07-7220	NSS-142	7/14/08	BM	RNSS-142	9/8/08	BM	VALET	LEVEL-VALET @ GL-GM/G5.3 DAMAGED W24X104 BEAM EL-2045'-1"
	NSS-143	7/15/08	DB	RNSS-143	9/29/08	DB	LOW ROOF	LEVEL-LOW ROOF @ G2.7-G3/GU-GV CENTRAL BRACE PIPE CHASE INCOMPLETE
	NSS-144	7/15/08	BM	RNSS-144	9/18/08	BM	CONVENTION	LEVEL-CONVENTION @ GK-GL/G6 CONTRACTOR INSTALLED 3/16" BENT PLATE IN LIEU OF 3/8 BENT
	NSS-145	7/16/08	FB	RNSS-145	8/7/08	BM	P3	LEVEL-P3 GJ/G1 EL.2114' COLUMN FLANGE CRACK
	NSS-146	7/16/08	FB	RNSS-146	8/7/08	FB	BALLROOM	LEVEL-BALLROOM GL-GM/G1 BENT PLATE MISSING KICKER BRACE (ANGLE)
	NSS-147	7/18/08	FB	RNSS-147	8/1/08	FB	P1-P2 RAMP	LEVEL-P1-P2 RAMP @ GV.5/G6 NO INSPECTION REQUEST FOR FIREPROOFING
	NSS-148	7/18/08	FB	RNSS-148	8/7/08	FB	P1	LEVEL-P1 @ G2/GW & G6/GU.5 DOUBLE TEE & BRACE NO INSPECTION REQUEST / FIREPROOFING
	NSS-149	7/19/08	FB	RNSS-149	8/7/08	FB	P1	LEVEL-P1 @ GR.5/2 & 3 DOUBLE TEE NOT COMPLETE
	NSS-150	7/19/08	DB	RNSS-150	10/29/08	DB	CONVENTION	LEVEL-CONVENTION @ G5.9/GF GUSSET PLATE AT W12X120 BRACE HAS BEEN CUT
	NSS-151	7/23/08	KC	RNSS-151	8/6/08	KC	CASINO TO P1	LEVEL-CASINO TO P1 @ GM/GX.5-GY.5 HSS(9X9X3/8) ERECTED WITHOUT PERMIT
	NSS-152	7/23/08	BM	RNSS-152	9/18/08	BM	P1	LEVEL-P1 @ GZ/G5.5 CONTRACTOR DID NOT INSTALL HSS 3 1/2 X 3 1/2 X 3/16" WIND GIRT BRACE
	NSS-153	7/23/08	BM	RNSS-153	12/4/08	BM	BALLROOM	LEVEL-BALLROOM @ GZG1/5.G2/5.G3/5 & G5 CONTRACTOR DID NOT INSTALL HSS 3 1/2 X 3 1/2 X 3/16" WIND GIRT BRACE
	NSS-154	7/23/08	BM	RNSS-154	12/4/08	BM	CONVENTION	LEVEL-CONVENTION @ GZ/G1.5.G2.5.G3.5 & G5 CONTRACTOR DID NOT INSTALL HSS 3 1/2 X 3 1/2 X 3/16" WIND GIRT BRACE

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07-7220	NSS-155	7/23/08	BM	RNSS-155	9/21/08	BM	LOW ROOF	LEVEL-LOW ROOF @ GZ/G1.5,G2.5,G3.5 & G5 CONTRACTOR DID NOT INSTALL HSS 3 1/2 X 3 1/2 X 3/16" WIND GIRT BRACE
	NSS-156	7/25/08	KC	RNSS-156	8/6/08	KC	BALLROOM TO ROOF	LEVEL-BALLROOM TO ROOF @ G6/GY.GY.5 EL.2161'-5 1/2" TO 2263'-6" ANGLE WELDED TO BRIDGE WING GIRT @ COLUMN LOCATION WITHOUT APPROVAL
	NSS-157	7/25/08	BM	RNSS-157	8/14/08	BM	CONVENTION	LEVEL-CONVENTION @ GV.9-GW/G1.5-G1.8 (4) W12X14 BEAMS NOT INSTALLED
	NSS-158	7/25/08	BM	RNSS-158	8/14/08	BM	CONVENTION	LEVEL-CONVENTION @ GV.9-GW/G1.5-G1.8 OPENING NOT INSTALLED
	NSS-159	7/25/08	BM	RNSS-159	7/31/08	BM	HIGH ROOF	LEVEL-HIGH ROOF @ GL.3-GL.7/G1.6-G1.8 CONTRACTOR DID NOT INSTALL TWO W12X14 BEAMS
	NSS-160	7/25/08	DB	RNSS-160	9/23/08	FB	LOW ROOF	LEVEL-LOW ROOF @ GL.3-GL.7 MISSING FULL HEIGHT STIFFENER WITH MAX BOLTS @ WEB
	NSS-161	7/25/08	DB	RNSS-161	10/8/08	BM	LOW ROOF	LEVEL-LOW ROOF @ G5.7/P.4-P.7 MISSING BEAM
	NSS-162	7/30/08	BM				CONVENTION & LOW ROOF	LEVEL-CONVENTION & LOW ROOF @ GY.8-GZ/G2-G2.3 NO APPROVED PLANS FOR STAIR
	NSS-163	7/30/08	BM	RNSS-163	10/24/08	BM	LOW ROOF	LEVEL-LOW ROOF @ GU/G1.5-G2 SAW CUT OPENINGS WITH OUT FRAMING AROUND THE OPENING
	NSS-164	7/31/08	BM	RNSS-164	8/7/08	FB	CASINO	LEVEL-CASINO @ GY.3/G2.5 & G3.8 SAW CUT OPENINGS WITHOUT FRAMING AROUND THE OPENING
	NSS-165	7/31/08	BM	RNSS-165	9/2/08	BM	CONVENTION BOTTOM CHORD	LEVEL-CONVENTION BOTTOM CHORD @ GK-GM/G2.2-G4.7 CONTRACTOR DIDN'T INSTALL 12 W12X38 BEFORE FIRE PROOFING
	NSS-166	7/31/08	DB	RNSS-166	9/11/08	BM	LOW ROOF	LEVEL-LOW ROOF @ G6/GN EL.2246' NEED CLARIFICATION ON STRUCTURAL STEEL COLUMN SPICE CONNECTION
	NSS-167	7/31/08	DB	RNSS-167	9/11/08	BM	LOW ROOF	LEVEL-LOW ROOF @ G6/GQ EL.2246' NEED CLARIFICATION ON STRUCTURAL STEEL COLUMN SPICE

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07-7220	NSS-168	7/31/08	DB	RNSS-168	9/11/08	BM	LOW ROOF	LEVEL-LOW ROOF @ G6/GP EL.2246' NEED CLARIFICATION ON STRUCTURAL STEEL COLUMN SPLICE
	NSS-169	7/31/08	DB	RNSS-169	9/28/08	DB	LOW ROOF	LEVEL-LOW ROOF @ G6/GR EL. 2246' NEED CLARIFICATION ON STRUCTURAL STEEL COLUMN SPLICE
	NSS-170	8/4/08	BM	RNSS-170	9/2/08	BM	BALLROOM	LEVEL-BALLROOM GH/G3 THERMAL CUT HOLE 1 1/2" Ø IN STIFFENER PLATE
	NSS-171	8/5/08	DB	RNSS-171	9/16/08	BM	CONVENTION	LEVEL-CONVENTION G5.2/GH FLAME CUT HOLE IN FULL HEIGHT STIFFENER
	NSS-172	8/7/08	FB	RNSS-172	9/17/08	FB	P5	LEVEL-P5 G6/GU.5 & GV.5; G1/GQ.5, GR.5 & GX.5 NO INSPECTION REQUEST / FIREPROOFING
	NSS-173	8/8/08	BM	RNSS-173	9/4/08	BM	BASEMENT	LEVEL-BASEMENT GG/G1.4 ANCHOR BOLTS OFF CENTER
	NSS-174	8/9/08	DB	RNSS-174	9/25/08	DB	LOW ROOF	LEVEL-LOW ROOF G5.2 & G5.7/GH FLAME CUT HOLE IN STIFFENER
	NSS-175	8/13/08	BM	RNSS-175	9/4/08	BM	VALET	GH/G2.4 BENT BEAM DUE TO IMPACT FROM A VEHICLE EL.2045'
	NSS-176	8/14/08	DB	RNSS-176	9/11/08	BM	HIGH ROOF	TRUSS GUSSET CONNECTION PLATES W & W YARD
	NSS-177	8/16/08	DB	RNSS-177	9/11/08	BM	LOW ROOF	LEVEL-LOW ROOF G5.3/GF 2' Ø FLAME CUT HOLE @ STIFFENER
	NSS-178	8/16/08	KC				CASINO TO P1	LEVEL-CASINO TO P1 @ GS-GU/G6 INSTALLATION OF HSS FOR STUD WALL
	NSS-179	8/19/08	FB	RNSS-179	8/22/08	FB	P-2	LEVEL-P2 GF/G2.7 TO G3.3 CLARIFICATION ON WRONG BENT PLATE
	NSS-180	8/21/08	BM				BALLROOM & CONVENTION	LEVEL-BALLROOM & CONVENTION GP-GU/G2.4-G4.5, GR.5/G2 & G3 SAW CUT OPENING NO FRAMING UNDERNEATH

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07-7220	NSS-181	8/22/08	BM	RNSS-181	10/24/08	BM	HIGH ROOF	LEVEL-HIGH ROOF @ GP.4/G1.7 & GQ.4/G1.7 CONTRACTOR FOR DIDN'T INSTALL W12X14 BEAMS
	NSS-182	8/27/08	BM	RNSS-182	9/12/08	BM	P3	LEVEL-P3 GE/G3 EL.2114'-11" COLUMN SPLICE HAS CRACKED SPLICE PLATE
	NSS-183	8/27/08	BM	RNSS-183	9/12/08	BM	P3	LEVEL-P3 GD/G3 EL.2114'-11" COLUMN SPLICE HAS CRACKED SPLICE PLATE
	NSS-184	8/27/08	BM	RNSS-184	9/12/08	BM	P3	LEVEL-P3 GD/G4 EL.2114'-11" COLUMN SPLICE HAS BEEN HEATED UP TO BEND THE PLATE
	NSS-185	8/29/08	BM	RNSS-185	9/9/08	BM	HIGH ROOF	LEVEL-HIGH ROOF GY.5-GZ/G2-G2.3 EL.2257'-6 1/2" (4) ANGLE 4X4X1/4 ANGLE MISSING
	NSS-186	9/3/08	BM				CONVENTION	LEVEL-CONVENTION GT.3/G1.5 EL.2207'-5 1/2" SAW CUT OPENINGS
	NSS-187	9/5/08	BM	RNSS-187	9/18/08	BM	CONVENTION	LEVEL-CONVENTION GG.6 & GG.9/G5.3 & G5.5 MISSING W10X33 BEAMS EL.2207'-5 1/2"
	NSS-188	9/8/08	GB	RNSS-188	10/7/08	GB	BASEMENT DOCK	LEVEL-BASEMENT DOCK G4.8/GV.7-GY.9 EL.2028' BASE PLATE GROUT NOT REQUIRED STRENGTH
	NSS-189	9/8/08	BM	RNSS-189	9/16/08	BM	BALLROOM	LEVEL-BALLROOM GA.7/G4.5,G4.8 & GB.5/G5.6-G5.7 G52.1.11B EL.2161'-5 1/2" 3 W10X33 BEAMS NOT INSTALLED
	NSS-190	9/12/08	BM	RNSS-190	9/22/08	BM	CONVENTION N LOW ROOF	LEVEL-CONVENTION & LOW ROOF GA-G7/G1-G6 EL.2187'-1" 2239'-1 1/2" DELTA 7 DRAWINGS NOT APPROVED
	NSS-191	9/16/08	BM	RNSS-191	9/30/08	BM	LOW ROOF	LEVEL-LOW ROOF EL.2241'-10" GC.3-GC.7/G5.7 CONTRACTOR DID NOT INSTALL 1 W12X14 BEAM FOR AN OPENING
	NSS-192	9/21/08	BM				LOW ROOF	LEVEL-LOW ROOF GZ/G2.5 EL.2263'-0" NO WIND GIRT TUBE INSTALLED
	NSS-193	9/25/08	BM	RNSS-193	11/19/08	FB	P1,P2,P4,P5, P6	LEVELS-P1,P2,P4,P5 & P6 GL-GM/G5.8-G6 FRAMING FOR FUTURE OPENING NOT CCRDSS-BD APPROVED EL.2086'-4 1/2" - 2144'-4 1/4"

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07-7220	NSS-194	8/22/08	DC	RNSS-194	10/8/08	BM	LOW ROOF	LEVEL-LOW ROOF EL. 2241'-10" GJ/6 MISSING DRAG LINE CONNECTION PLATE
	NSS-195	8/27/08	DC	RNSS-195	10/8/08	BM	LOW ROOF	LEVEL-LOW ROOF GJ/6 MISSING 6" Ø PIPE TIE-BACK
	NSS-196	8/27/08	DC	RNSS-196	10/8/08	BM	LOW ROOF	LEVEL-LOW ROOF GJ/G6 MISSING 6" Ø PARAPET WALL BRACE
	NSS-197	8/28/08	DC	RNSS-197	10/8/08	BM	LOW ROOF	LEVEL-LOW ROOF GM/G6 MISSING 6" Ø PIPE TIE-BACK
	NSS-198	10/2/08	DB	RNSS-198	10/8/08	BM	1	LEVEL-1 G2/B WEB IS MISALIGNED APPROX 3" FROM STIFFENER
	NSS-199	10/4/08	JM	RNSS-199	10/8/08	FB	CASINO	LEVEL-CASINO G4-G6/GK BOLLARDS NO APPROVED DETAIL
	NSS-200	10/6/08	FB				HIGH ROOF	LEVEL-HIGH ROOF GX.4/G5.5 & GX.4/G6 MISSING BENT PLATE
	NSS-201	10/6/08	BM				DOCK-CASINO	LEVEL-DOCK-CASINO GC.3-GD/G4.7-G5 STAIR #19 EL.2032'-2060'-0"
	NSS-202	10/7/08	DB				UNISTRUT CHANDELLIER SUPPORT	G2.3/GY THRU GW, G2.4 THRU G2.8/GW THRU GY G3.2, G3.3/GW THRU GY MISSING W10X54 BEAMS VARIOUS LOCATIONS
	NSS-203	10/8/08	BM	RNSS-203	10/31/08	DB	CASINO	EL.2072'-0" GR.7/G1.2 SERVICE ELEVATOR MISSING CONTINUITY PLATES
	NSS-204	10/9/08	DB				UNISTRUT CHANDELLIER SUPPORT	G2-G5/GV & G4/GY TO G5/GX.6 MISSING W27X146 & G2-G5/GX W36X182 BEAMS
	NSS-205	10/10/08	FB	RNSS-205	11/12/08	FB	CASINO MEZZANINE	LEVEL-CASINO GF-GG/G5.1 REPAIRED DAMAGED BAR JOIST
	NSS-206	10/10/08	BM				BALLROOM	LEVEL-BALLROOM GJ.4-GJ.5/G5.5 EL.2161'-5 1/2" SAW CUT OPENING

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07-7220	NSS-207	10/14/08	FB	RNSS-207	10/15/08	FB	P-1	LEVEL-P1 GX/5.8 CLARIFICATION ON ANGLE BRACE ELEVATOR SUPPORT
	NSS-208	10/14/08	DB				BALLROOM	EL.2162' ADDED BEAMS MISSING GU.5 TO T4.2 & G5.3 TO G5.5
	NSS-209	10/14/08	DB				BALLROOM	EL.2162' G1-GZ/GW-GX ADDED BEAMS REQUIRE SHIM
	NSS-210	10/17/08	BM	RNSS-210	11/6/08	BM	HIGH ROOF	GX-GX.4/G6 EL.2263'-6" HIGH ROOF DECK SHOT PIN IN LIEU OF WELDS
	NSS-211	10/16/08	DB	RNSS-211	12/15/08	BM	FOUNDATIO N TO VALET	G3.3/N.5 & N.8 HSS 6X6X1/4" GUIDE RAILS WERE INSTALLED IN LIEU OF W12X65
	NSS-212	10/16/08	DB				CONVENTIO N TRUSS BOTTOM CHORD	G5.4/GR NORTH & SOUTH EL. 2188' MISSING TOP FLANGE CONNECTION PLATE
	NSS-213	10/17/08	DB				BALLROOM DOOR SUPPORT	GN.8-GP.8/G5.4, GU.7-GV.7/G5.4 GX.2-GY/G5.4, G4.3-G5/GY.5 EL.2161' - 2187' MISSING DOOR SUPPORTS
	NSS-214	10/17/08	BM	RNSS-214	11/12/08	BM	HIGH ROOF	GC-GI/G1-G6 EL.2262'-4 1/2" COPEDED BEAMS
	NSS-215	10/17/08	DB	RNSS-215	10/31/08	DB	BALLROOM & CONVENTIO N	GB.2/G1 MIXED WELDS & BOLTS
	NSS-216	10/17/08	FB				BALLROOM P1	GZ-GW/G6 INSTALLING OF LOUVER ATTACHMENTS WITHOUT CCDD5-BD APPROVED DETAIL
	NSS-217	10/18/08	DB	RNSS-217	11/3/08	DB	CONVENTIO N EQUIP. SUPPORT	G5.9/N.4 FLAME CUT HOLES IN STIFFENERS
	NSS-218	10/18/08	DB	RNSS-218	10/24/08	DB	2	G4.2/GT-GS EL.2098' MISSING ANGLE 6X4X2/8X6 HSS ELEVATOR
	NSS-219	10/18/08	DB	RNSS-219	11/26/08	BM	P6	GR & GS/G4.2 EL.2144'-4 1/4" CONTRACTOR DID NOT INSTALL THE W8X48 CARRIED COLUMNS ON THE W30X191 BEAM AT THE TOP FLANGE

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07-7220	NSS-220	10/20/08	DB				3 (2-3 RAMP)	GN.4/GS.7 EL.2115' REQUEST CLARIFICATION ON ELEVATOR SEPARATOR BEAM CONNECTION PLATE NO APPROVED DETAIL
	NSS-221	10/21/08	BM	RNSS-221	10/22/08	BM	CONVENTION	GB-GC/GS.3-G6 EL.2261'-0" MISSING 4 W10X33 BEAMS
	NSS-222	10/21/08	DB				UNISTRUT & CHANDELIER SUPPORT	G2.9/GY-GX, G1-G2/GX.9,GY & GX.9-GW/G4.2 EL.2234'-3" MISSING W27X146 & W10X54 BEAMS ALSO MISSING W27X147 AT G1-G2/GY.5
	NSS-223	10/21/08	DB				UNISTRUT CHANDELIER SUPPORT	G1-G5/GY-GV EL.2228'-9" PARTITION SUPPORT BEAM IN LIEU OF W27X146, W36X182 CHANDELIER SUPPORT BEAMS
	NSS-224	10/25/08	BM				CONV. BOTTOM CHORD	GT-GU/G4.8 & GU-GV/G4.2 EL.2187'-11 3/4" GS2.1.12H MISSING 10X54'S (2)
	NSS-225	10/28/08	DB				LOW ROOF	DELTA 7 ADDED STEEL MISSING G2-2.3/GT.8, G2.8/GT-GU, G3.5/GT-TU, G4.5/GT-GU, G4.9/GT-GU, G1.2/GS-GU, G2.6/GS-GT, G2.75/GS-GT, G2.8/GS-GT, G3.2/GS-GT, G3.5/GS-GT, G3.6/GS-GT, G3.9/GS-GT, G2.4/GN-GT, G3.1/GN-GT, G3.8/GN-GT, & G4.6/GN-GT EL.2240' REPORT SS-335
	NSS-226	10/28/08	DB				LOW ROOF	G2.8/GN-GS, G3.6/GN-GS, G4.4/GN-GT EL.2240' W10X54 DELTA 7 ADDED BEAMS HAVE BEEN RELOCATED NOT PER CCDDS-BD APPROVED PLANS
	NSS-227	10/29/08	FB	RNSS-217	11/21/08	FB	LOW ROOF	GU/G2.5 METAL STUD FRAMING NO CCDDS-BD APPROVED DETAIL (RAYMOND)
	NSS-228	10/28/08	BM				STAIR 3 P1	GA.5/G3.6-GV EL.2067' MISSING BENT PLATE CLIPS FOR CHANNEL CONNECTION ON THE LANDING AT P1
	NSS-229	10/31/08	FB	RNSS-229	11/13/08	FB	ELECT. ROOM CASINO MEZZ.	GF/G5-G6 BAR JOIST TORCH CUT WITHOUT APPROVAL
	NSS-230	10/30/08	BM				BOTTOM CHORD HIGH ROOF	MISSING W10X54 BEAM FOR CHANDELIER TRUSS 2039'-1 1/2" SUPPORT GS2.1.15C-F
	NSS-231	10/30/08	BM				BALLROOM & CONVENTION	PLATE ATTACHMENT NOT PER DETAIL EL.2161'-5 1/2" - 2207'-5 1/2" GS2.3.1/N GB-GG/5-5.8 PULL UP DOORS

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07-7220	NSS-232	11/1/08	DB	RNSS-232	11/15/08	DB	LOW ROOF	G1.2/GN-GS & GN/G1.7-G2.1 ADDED DETAIL 7 CONNECTION FIREPROOFED PRIOR TO INSPECTION
	NSS-233	11/3/08	BM	RNSS-233	11/13/08	BM	LOW ROOF	GP-GQ/G1.7 & GN/G3.5 EL.2239'-1.1/2" ADDED 7 DELTA CONNECTION FIREPROOFED
	NSS-234	11/4/08	BM				CASINO CONV.	GA-GA.7/G.5-G1 EL.2055-2207'5 1/2" CASINO - CONVENTION NO CCDD5-BD APPROVED PLANS FOR STAIR # 1
	NSS-235	11/4/08	BM	RNSS-235	12/4/08	BM	CASINO CONV.	GA-GA.5/G2-G3 EL.2055'-2207'-5 1/2" NO CCDD5-BD APPROVED PLANS FOR STAIR #2
	NSS-236	11/4/08	BM				BALLROOM	GA-GY/G4-G5 EL.2161'-5 1/2" - 2207'-5 1/2" BALLROOM OVER HEAD DOOR SUPPORTS DELETED
	NSS-237	11/4/08	BM				CONV.	GA-GY/G4-G5 EL.2207'-5 1/2" - 2241'-10" OVER HEAD DOOR SUPPORTS DELETED
	NSS-238	11/4/08	BM				CASINO	GC-GG/G5-G6 EL.2074'-0" SAW CUT OPENINGS ELECTRICAL ROOM
	NSS-239	11/4/08	DB				BALLROOM	4&5/A.2 CABLE BARRIER POST NOT CENTERED
	NSS-240	11/4/08	DB				P6 RAMP	6/B.9 & 5/C.2 CLARIFICATION NEEDED FOR POST BARRIERS
	NSS-241	11/4/08	DB	RNSS-241	12/2/08	DB	P5	4 & 5/A.2 CABLE BARRIER TO BOTTOM FLANGES
	NSS-242	11/5/08	BM	RNSS-242	12/4/08	BM	CONV. BOTTOM CHORD	EL.2188'-3" GD-GE/G5.4 MISSING W12X58
	NSS-243	11/5/08	BM	RNSS-243	11/6/08	BM	CONV. BOTTOM CHORD	EL.2188'-3" GE & GF/G5.4 BOTTOM CHORD
	NSS-244	11/8/08	DB	RNSS-244	12/2/08	BM	CONV. BOTTOM CHORD	GD-GC/G2.5-G4.8, EL.2187'-1" DELTA 7 CONNECTION FIREPROOFED

Permit #	NCR No.	Date	Issued By	Resolution No.	Resolution Date	Resolution By	Level	Location Description
07-7220	NSS-245	11/10/08	DS	RNSS-245	12/4/08	BM	LOW ROOF	G2.8/GC-GM, G3.6/GC-GM, G4.4/GC-GM EL.2239'- 1 1/2" DELTA 7 RELOCATED BEAMS
	NSS-246	11/9/08	BM	RNSS-246	11/20/08	BM	LOW ROOF	GF-GH/G1.2 & G1/G1.2 EL.2239'-1 1/2" FIREPROOFING BEAM TO TRUSS BEFORE INSPECTION
	NSS-247	11/12/08	DB				1	GA.5/GB/G2 EL.2087'-5" REQUEST CLARIFICATION MULTIPLE SHIMS PG - DOUBLE TEE
	NSS-248	11/12/08	FB				CASINO	RAYMOND U.5-Y.5 6 LINE EL.258' NO APPROVED DETAIL CCDD5-BD
	NSS-249	11/14/08	FB	RNSS-249	11/24/08	FB	BALLROOM TO LOW ROOF	GM-GF/G6 EL.2161' - 2246' NO APPROVED DETAIL CCDD5-BD
	NSS-250	11/15/08	BM				LOW ROOF	GU/G2, GU/G2.5 & G4.5/G5 EL.2263'-8 3/4" - 2258'-0" LAPEYERE STAIR LANDING
	NSS-251	11/17/08	BM				LOW ROOF	GA/G5-G6 EL.2241'-10" BENT PLATE EXTENSION
	NSS-252	11/14/08	BM				P1	GA-GA.2/G1-G2 EL.2087'-5" HORIZONTAL BRACING FIREPROOFED BEFORE INSPECTION
	NSS-253	11/18/08	BM				CONVENTIO N	GF-GG/G5.8-G6 EL.2207'-5 1/2" SAW CUT OPENINGS CONVENTION
	NSS-254	11/19/08	BM				HIGH ROOF	GS2.1.16A-G EL.2261'-0" GC-GU/G2-G5 DECK BUTTON PUNCHED AT 8" NOT 4"
	NSS-255	11/19/08	BM				LOW ROOF	MISSING W10X54 CHANDELLIER SUPPORT GA.9-GB.6/G1.2-G1.4 EL.2240'-11"
	NSS-256	11/19/08	FB	RNSS-256	11/24/08	FB	CASINO TO P1	RAYMOND GA.5-GC/G6 NO APPROVED CCDD5-BD DETAIL PLANS
	NSS-257	11/20/08	BM	RNSS-257	12/4/08	BM	CASINO	GA.5/G5.2-G5.5 NO CCDD5-BD APPROVED PLANS FOR OVERHEAD DOOR SUPPORTS

Permit #	NCR No	Date	Issued By	Resolution No	Solution Date	Resolution By	Level	Location Description
07-7220	NSS-258	11/22/08	BM				HIGH ROOF	GA.3-GA.4/G5.3-G5.8 EL.2257'-6 1/2" MISSING (6) W12X22 BEAM DELTA 7 FRAMING
	NSS-259	12/2/08	BM				CONVENTIO N	GS2.1.14A GB.1/G1-G1.2 MISSING ANGLE BRACE
	NSS-260	12/3/08	FB				LOW ROOF TO HIGH ROOF	RAYMOND GU/G3 NO APPROVED CCDDS-BD DETAIL PLANS
	NSS-261	12/3/08	DB	RNSS-261	12/19/08	BM	BALLROOM	G4.8/GA.2 & GA.4 BOTTOM FLANGES CUT WITH NO COPED RADIUS
	NSS-262	12/4/08	BM				BALLROOM CONVENTIO N	GZ/G1.5, G3.5, G5 EL.2161 MISSING WIND GIRT BRACE DUE TO ELEVATOR
	NSS-263	12/5/08	DP	RNSS-263	12/16/08	DP	BASEMENT BASE PLATE	GB/G2 EL.2029' COLUMN BASE PLATE AT GB/G2 FAILED TO MEET MIN. REQ. BREAK
	NSS-264	12/5/08	BM				CASINO	GD.3-GD.7/G.75-G1 EL.2057'-1 1/2" MISSING FRAMING FOR OPENING
	NSS-265	12/8/08	DB				CASINO	GO.8-G1/GD.8-GE.2 OPENING PER DELTA 7 NOT PER DELTA 9
	NSS-266	12/8/08	DB	RNSS-266	12/10/08	DB	CASINO	GO.7-G1/G8.9 MISSING W16X26 BEAM WITH BENT PLATE (BENT PLATE INSTALLED @ W30)
	NSS-267	12/8/08	BM	RNSS-267	12/15/08	BM	CASINO	GK.7/G3.4 EL.2073'-0" COPING ON W12X65 FOR ELEVATOR HAS NO RADIUS TO IT SQUARE CUT
	NSS-268	12/9/08	DB				CASINO	GO.5/GD.8 BENT PLATE INTERFERES WITH NORTH PODIUM COLUMN
	NSS-269	12/9/08	DB				1 TO 6	G1/GB REQUEST CLARIFICATION DOUBLE TEE-DECK OPENING
	NSS-270	12/10/08	DB				CASINO	G1-G0.5/GE-GF, EL.2057'-1 1/2" BENT PLATE NOT CCDDS-BD APPROVED

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07-7220	NSS-271	12/14/08	DB				LOW ROOF	G2.6-G3.2/GU-GV EL.2241'-10" NO APPROVED DETAIL HSS POSTS
	NSS-272	12/14/08	DB				PARTITION SUPPORT FRAMING	G2.4,G3.5,G4.3 & G4.6/GU-GV & G1.4-G2/GW.9 EL.2223' NO APPROVED DETAIL FOR HSS6X6X1/4"
	NSS-273	12/17/08	FB				HIGH ROOF PARAPET	M/1-5 & N/1-5 RAYMOND METAL FRAMING EXPANSION JOINT STUDS NO APPROVED DETAIL
	NSS-274	12/23/08	BM				PARTITION SUPPORT FRAMING	GU-GV/G2.4,G3.5,G4.3 & G4.6 & GW.9/G1.4-G2 NO APPROVED PLANS FOR ADDED PARTITION FRAMING GS4.42 & LOCHSA ENGINEERING 1,2,4A & 4C
	NSS-275	12/24/08	BM				CONV. BOTTOM CHORD	G1-GI/G3.5 & G4.5, GK-GI/G2.5 EL.2074'-2089' LOCHSA ENGINEERING 1,2,4A & 4C
	NSS-276							
	NSS-277							
	NSS-278							
	NSS-279							
	NSS-280							
	NSS-281							
	NSS-282							
	NSS-283							

Permit No.	ACR No.	Date	By	Inspector No.	Resolution Date	Resolution By	Level	Description
07-7220	NSW-001	8/29/07	JM	RNSW-001	9/6/07	JM	ALL	LEVEL-ALL, NEVADA PER FAB NO WELDING PROCEDURE FOR DOUBLE BEVEL GROOVE
	NSW-002	8/31/07	DB	RNSW-002	12/27/07	FB	3	LEVEL-3,G5/GY.5,EXCESSIVE WELD REINFORCEMENT ON COLUMN SPLICE
	NSW-003	9/1/07	DB	RNSW-003	10/12/07	JM	1	LEVEL-1,G3/GY.8,WELD ON BRACE FRAME NOT PER DETAIL
	NSW-004	9/5/07	JM	RNSW-004	12/7/07	DB	INTERM VALET	LEVEL-INTERM.VALET,G1.6/GX,TOP FLANGE MOMENT WELD HAS A GAP BETWEEN PLATE
	NSW-005	9/5/07	JM	RNSW-005	4/18/08	JM	INTERM VALET	LEVEL-INTERM.VALET,G2/GX,BOTTOM FLANGE MOMENT WELD HAS A GAP BETWEEN PLATE
	NSW-006	9/5/07	DB	RNSW-006	11/2/07	DB	1	LEVEL-1,G3.1/GY.9,SPLICE PLATE NOT PER DETAIL, DOES NOT EXTEND TO INTERSECTION.
	NSW-007	9/6/07	JM	RNSW-007	12/27/07	FB	CASINO	LEVEL-CASINO,G5/GY.5,WELD IN LIEU BOLTS
	NSW-008	9/6/07	JM	RNSW-008	11/1/07	JM	P1 & P2	LEVEL-P-1&2,GY.5-GZ/G5,TOP & BOTTOM BRACE FRAME SPLICE PLATE NOT WELDED
	NSW-009	9/7/07	JM	RNSW-009	10/22/07	JM	2	LEVEL-2,G2/G3,BRACE FRAME FLANGE BETWEEN PLATE HAS GAP OF 1/4"
	NSW-010	9/6/07	JM	RNSW-010	10/16/07	JM	P1	LEVEL-P-1,GY.7/G3 & GY.8/G3,BOTTOM BRACE FRAME SPLICE PLATE REJECTED BAD WELD
	NSW-011	9/7/07	DB	RNSW-011	12/27/07	FB	CASINO	LEVEL-CASINO,GX.9/G1,EXCESSIVE WELD REINFORCEMENT ON COLUMN SPLICE

Permit #	NGR No	Date	Issued By	Resolution No	Resolution Date	Resolution By	Level	Location Description
07-7220	NSW-012	9/7/07	DB	RNSW-012	12/27/07	FB	3	LEVEL-3,G3/GZ,EXCESSIVE WELD REINFORCEMENT ON COLUMN SPLICE
	NSW-013	9/7/07	DB	RNSW-013	12/27/07	FB	3	LEVEL-3,G3/GY.5,EXCESSIVE WELD REINFORCEMENT ON COLUMN SPLICE
	NSW-014	9/8/07	DB	RNSW-014	9/19/07	DB	5	LEVEL-5,G5/GZ,MISSING MOMENT WELDS TOP & BOTTOM FLANGES EASTSIDE.
	NSW-015	9/8/07	DB	RNSW-015	9/19/07	DB	4	LEVEL-4,G5/GZ,MISSING MOMENT WELDS TOP & BOTTOM FLANGES EASTSIDE
	NSW-016	9/8/07	DB	RNSW-016	9/11/07	DB	3	LEVEL-3,G5/GZ,MISSING MOMENT WELDS TOP & BOTTOM FLANGES EASTSIDE.
	NSW-017	9/8/07	DB	RNSW-017	9/12/07	DB	2	LEVEL-2,G5/GZ,MISSING MOMENT WELDS TOP & BOTTOM FLANGES EASTSIDE.
	NSW-018	9/8/07	DB	RNSW-018	9/13/07	DB	1	LEVEL-1,G5/GZ,MISSING MOMENT WELDS TOP & BOTTOM FLANGES EASTSIDE.
	NSW-019	9/8/07	JM	RNSW-019	11/1/07	JM	CASINO	LEVEL CASINO GX.9/G1BEAMW24X62 TO COLUMN WITH DOUBLE ANGLE ,WELD IN LIEU OF BOLTS
	NSW-020	9/8/07	JM	RNSW-020	2/8/08	JM	CASINO & P1	LEVEL-CASINO & P-1,FIRST STAIR LANDING DOUBLE ANGLE TO BEAM, WELD IN LIEU BOLTS
	NSW-021	9/8/07	JM	RNSW-021	11/1/07	JM	INTERM VALET	LEVEL-INTERM.VALET,GX.9/G1,COLUMN STIFFENER PLATE NOT COMPLETELY WELDED.
	NSW-022	9/8/07	JM	RNSW-022	10/31/07	JM	P1	LEVEL-P-1,GY.5/G2, TOP TRUSS OF COLUMN REJECTED BAD WELD
	NSW-023	9/10/07	JM	RNSW-023	9/22/07	JM	CASINO	LEVEL-CASINO,P-1&2,AREA J & K, NELSON STUDS WELD WITH SMAW NO WELD PROCEDURE
	NSW-024	9/10/07	DB	RNSW-024	10/5/07	DB	P1	LEVEL-P-1,G2/GX,WELDED COLUMN SPLICE WITHOUT APPROVED DETAIL

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07-7220	NSW-025	9/29/07	JM	RNSW-025	2/4/08	DB	P3	LEVEL-P-3,GX.2/G1&GX.6/G1,BOTTOM BRACE FRAME BEAM -SPLICE PLATE NOT PER DETAIL
	NSW-026	10/1/07	JM	RNSW-026	10/26/07	JM	P1	LEVEL-P-1,GW.9/G2, TOP CHORD TRUSS SPLICE, NO APPROVED DETAIL
	NSW-027	10/2/07	JM	RNSW-027	12/3/07	DB	P2	LEVEL-P-2,GY.5/G5,BOTTOM BRACE FRAME FLANGE TO GUSSET HAS CRACK WELD 1-1/2"
	NSW-028	10/15/07	JM	RNSW-028	12/5/07	DB	P1	LEVEL-P-1,G4.1/G2,BRACEFRAME GAP OF 7/16" BETWEEN FLANGE PLATE & WELD PLATE.
	NSW-029	10/17/07	DB	RNSW-029	11/13/07	DB	2 & 3	LEVEL-2&3,G4-5/GY.5,ELEVATOR SEPARATOR BEAMS CONNECTION WELD IN LIEU OF BOLTS
	NSW-030	10/19/07	DB	RNSW-030	11/17/07	JM	CONVENTION	LEVEL-CONVENTION,G4/GY.2,BEAM W12X65 CONNECTION WELD IN LIEU OF BOLTS
	NSW-031	10/24/07	JM	RNSW-031	12/4/07	DB	4	LEVEL-4,GX/G5,COLUMN W30X191 SEAT WELD IN LIEU OF BOLTS
	NSW-032	10/26/07	DB	RNSW-032	3/28/08	DB	BALLROOM	LEVEL-BALLROOM,G1/GX.4,7/16"GAP BETWEEN WELD PLATE & FLANGE PLATE ON BRACE12X96
	NSW-033	10/30/07	DB	RNSW-033	2/1/08	DB	5	LEVEL-5,G3/GY.8,HSS8X8X5/16" HORIZONTAL BRACE HAS 3" FILLET WELD CALLS FOR 6"
	NSW-034	11/7/07	DB	RNSW-034	5/27/08	DB	LOW ROOF	LEVEL-LOW ROOF,G3.8/GY.5 CONTINUITY PLATE 7/16" CALLS FOR 1" & PARTIAL PEN. WELD
	NSW-035	11/7/07	DB	RNSW-035	11/28/07	DB	P1	LEVEL-P1,G3/GZ,MOMENT WELD REJECTED BY U.T. ON 10/26/07,HAS NOT BEEN REPAIRED.
	NSW-036	11/8/07	DB	RNSW-036	11/28/07	DB	P1	LEVEL-P1,G2/GZ,MOMENT WELD REJECTED BY U.T. ON 10/26/07,HAS NOT BEEN REPAIRED.
	NSW-037	11/9/07	DB	RNSW-037	12/3/07	DB	CASINO	LEV.CASINO,G2/GZ,MOMENT WELD REJECTED BY U.T. ON 10/4/07,HAS NOT BEEN REPAIRED.

Permit #	NEC No	Date	Issued By	Resolution No	Solution Date	Resolution By	Level	Location	Description
07-7220	NSW-038	11/16/07	DB	RNSW-038	11/29/07	DB	3	LEVEL-3,G3/GY.5,MOMENT WELD REJECTED BY U.T. ON 10/25/07,HAS NOT BEEN REPAIRED.	
	NSW-039	11/16/07	DB	RNSW-039	11/29/07	DB	3	LEVEL-3,G3/GZ,MOMENT WELD REJECTED BY U.T. ON 10/25/07,HAS NOT BEEN REPAIRED.	
	NSW-040	12/2/07	DB	RNSW-040	1/3/08	JM	P1 - P4	LEVEL-P1-P4,NO WELDING PROCEDURE FOR REBAR WITH FLARE BEVEL GROOVE WELDS	
	NSW-041	12/11/07	DB	RNSW-041	1/16/08	JM	BALLROOM	LEVEL-BALLROOM,G5/GY.8,WELD IN LIEU OF BOLTS, NO APPROVED DETAIL	
	NSW-042	12/13/07	DB	RNSW-042	3/15/08	DB	1	LEVEL-1,G6/GU-GW,MISSING WELDS AT WEB PLATES TO BRACE FRAME FOR BEAM SPLICE.	
	NSW-043	12/13/07	DB	RNSW-043	3/25/08	DB	1	LEVEL-1,G6/GU.4 & G6/GU.6MISSING WELDS AT WELD PLATES TO BRACE FRAME	
	NSW-044	12/13/07	DB	RNSW-044	2/26/08	DB	3	LEVEL-3,G6/GU-GW,MISSING WELDS AT WEB PLATES TO BRACE FRAME FOR BEAM SPLICE.	
	NSW-045	12/14/07	DB	RNSW-045	1/25/08	DB	1	LEVEL-1,G1-G6/GY.5-GU,MISSING WELDS @ DOUBLE TEE EMBED PLATES TO BEARING PLATE	
	NSW-046	12/14/07	DB	RNSW-046	1/11/08	DB	6	LEVEL-6,G1-G6/GY.5-GU,MISSING WELDS @ DOUBLE TEE EMBED PLATES TO BEARING PLATE	
	NSW-047	12/14/07	DB	RNSW-047	1/7/08	DB	5	LEVEL-5,G1/GX.4,CRACKED WELD AT GUSSET PLATE TO WELD PLATE CONNECTION	
	NSW-048	12/18/07	JM	RNSW-048	1/28/08	JM	2	LEVEL-2,GT/G2,3&5 & GU/G1,3&5,W30X191 BEAM SEATS WELDED IN LIEU OF BOLTS	
	NSW-049	12/21/07	DB	RNSW-049	1/28/08	JM	2	LEVEL-2,GW-GT/G1-G6,MISSING WELDS @ DOUBLE TEE EMBED PLATES TO BEARING PLATE AT VARIOUS LOCATIONS	
	NSW-050	12/26/07	DB	RNSW-050	1/31/08	DB	5	LEVEL-5,G1/GU,W27X146 BEAM SEATS WELDED IN LIEU OF BOLTS	

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07-7220	NSW-051	12/28/07	DB	RNSW-051	1/7/08	DB	3	LEVEL-3,G2.3/GR,COLUMN SPLICES W14X500 & W14X426 WAS WELDED WITHOUT INSPECTION OF FIT UP & NO PREHEAT
	NSW-052	12/28/07	DB	RNSW-052	1/17/08	DB	CONVENTION	LEVEL-CONVENTION,G2/G2 (EASTSIDE), MISSING MOMENT WELDS AT COLUMN
	NSW-053	12/28/07	DB	RNSW-053	1/30/08	DB	4	LEVEL-4,GW TO GU/G.1 TO G6,MISSING WELDS AT DOUBLE TEE EMBED PLATES TO BEARING PLATES & BEAMS PLATES
	NSW-054	12/28/07	DB	RNSW-054	1/29/08	DB	3	LEVEL-3,GW TO GT/G1 TO G6,MISSING WELDS AT DOUBLE TEE EMBED PLATES TO BEARING PLATES & BEAMS PLATES
	NSW-055	12/29/07	DB	RNSW-055	2/2/08	DB	5	LEVEL-5,GW TO GT/G1 TO G6,MISSING WELDS AT DOUBLE TEE EMBED PLATES TO BEARING PLATES & BEAMS PLATES
	NSW-056	12/29/07	DB	RNSW-056	3/17/08	DB	LOW ROOF	LEVEL-LOW ROOF,GW/G3,BEAM W40X593 WITH DOUBLE ANGLE CONN. WELD IN LIEU OF BOLTS
	NSW-057	1/2/08	DB	RNSW-057	4/21/08	DB	CASINO	LEVEL-CASINO,GR.9/G1,CRACKED WELD AT GUSSET PLATE TO WELD PLATE BRACE FRAME CONN.
	NSW-058	1/3/08	DB	RNSW-058	4/3/08	DB	CONVENTION	LEVEL-CONVENTION,GY.5/G4.1 TO G5, MISSING WELDS AT HSS 6X6X1/4 TO STIFFENERS PLATES & GUSSET PLATE
	NSW-059	1/8/08	DB	RNSW-059	3/20/08	JM	5	LEVEL-5,GZ/G3.8 TO G5,MISSING WELDS AT BEAM SPLICE AT WEB PLATES
	NSW-060	1/11/08	JM	RNSW-060	2/16/08	SM	LOW ROOF	LEVEL-LOW ROOF,G5/GZ TO GY.5,WRONG NELSON STUDS WERE INSTALLED 4" WERE SLAB THICKNESS IS 11"
	NSW-061	1/16/08	DB	RNSW-061	2/21/08	DB	LOW ROOF	LEVEL-LOW ROOF,G3.8-G5/GZ,CLARIFICATION FOR BRACE FRAME BEAM SPLICE CALLS FOR CJP, NOT PER DETAIL
	NSW-062	1/18/08	JM	RNSW-062	6/7/08	FB	INTERM VALET	LEVEL-INTERM VALET,G5/GX.6,GX,GW&GV,CALLS FOR COLUMN WRAPS TO GO UP TO CASINO. NOT PER DETAIL
	NSW-063	1/28/08	DB	RNSW-063	2/14/08	DB	1	LEVEL-1,G3/GS.9, TOP CHORD TRUSS SPLICE, NO APPROVED DETAIL

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07-7220	NSW-064	2/5/08	DB	RNSW-064	2/16/08	DB	CASINO	LEVEL-CASINO,G1/GR,GQ & G.1.7/GR,NO SURFACE PREPARATION HAS BEEN MADE FOR UT TESTING.
	NSW-065	2/5/08	DB	RNSW-065	2/20/08	DB	3	LEVEL-3,G6/GU,NO SURFACE PREPARATION HAS BEEN MADE FOR UT TESTING.
	NSW-066	2/5/08	DB	RNSW-066	4/7/08	DB	BALLROOM	LEVEL-BALLROOM,G6/GU,GR & G1/GS,NO SURFACE PREPARATION HAS BEEN MADE FOR UT TESTING.
	NSW-067	2/5/08	DB	RNSW-067	4/26/08	JM	HIGH ROOF	LEVEL-HIGH ROOF,G1/GR&GS,CLAIFICATION FOR BEAM TO BEAM MOMENT, NOT PER DETAIL
	NSW-068	2/9/08	DB	RNSW-068	2/28/08	JM	CASINO	LEVEL-CASINO,G5/G4.2-G4.8,MISSING WELDS AT (W21X150) BEAMS TO TOP OF (W40X431) GIRDER.
	NSW-069	2/9/08	DB	RNSW-069	4/8/08	DB	5	LEVEL-5,G6/GU.5&GV.5,NO APPROVED DETAIL FOR WELD IN LIEU OF BOLTS AT THE BEAM TO BEAM HORIZONTAL BRACE
	NSW-070	2/9/08	DB	RNSW-070	3/26/08	DB	6	LEVEL-6,G6/GV.8 & GU.2,MISSING WELDS AT THE 1 1/2" BEAM SPLICE PLATE TO BOTTOM FLANGE OF (W27X178)
	NSW-071	2/11/08	DB	RNSW-071	2/20/08	DB	6	LEVEL-6,G6/GV.8 & GU.2,MISSING WELDS AT THE TOPSIDE WELD PLATE TO FLANGE PLATE (W12X96)BRACE FRAME .
	NSW-072	2/18/08	DB	RNSW-072	5/14/08	DB	CONVENTIO N	LEVEL-CONVENTION,G5/GR,CLARIFICATION ON COLUMN SPLICE IS LOCATED 10' BELOW CONVENTION LEVEL
	NSW-073	2/19/08	DB	RNSW-073	5/16/08	DB	CONVENTIO N	LEVEL-CONVENTION,G5/GY.9,ELEVATORS COLUMNS PREVENT WELDER ACCESS FOR FILLET / J-GROOVE WELDS
	NSW-074	2/19/08	DB	RNSW-074	5/22/08	DB	LOW ROOF	LEVEL-LOW ROOF,G5/GY.7&GY.9,ELEVATORS COLUMNS PREVENT WELDER ACCESS FOR FILLET / J-GROOVE WELDS
	NSW-075	2/21/08	DKB	RNSW-075	4/3/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GV/G1,G2G5 & G6,SHIM PLATE MISSING VERTICAL FILLET WELD TO COLUMN ON EACH SIDE OF PLATE
	NSW-076	2/25/08	DB	RNSW-076	5/14/08	DB	CONVENTIO N	LEVEL-CONVENTION,G5/GQ,CLARIFICATION ON COLUMN SPLICE IS LOCATED 10' BELOW CONVENTION LEVEL.

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07-7220	NSW-077	2/29/08	JM	RNSW-077	4/17/08	JM	5	LEVEL-5,G2.8/GV.2,BEAM (W16X36)BOTTOM FLANGE TO PLATE 1/2" IS NOT COMPLETELY WELDED
	NSW-078	2/29/08	JM	RNSW-078	4/2/08	JM	CASINO	LEVEL-CASINO,P1,P3,P5 & BALLROOM, MISSING THE TOP 1/2" PLATE ON TOP FLANGE OF BEAM (W16X36)
	NSW-079	3/3/08	DB	RNSW-079	4/9/08	JM	CONVENTION	LEVEL-CONVENTION,GR/G5.6,G5.3-G6/GQ & G5.3-G6/GP, TOP CHORD TRUSS WELDED BEAMS TO SHEAR TAB NO APPROVAL
	NSW-080	3/5/08	DB	RNSW-080	3/17/08	DB	BALLROOM	LEVEL-BALLROOM,G5/GQ,COLUMN SPLICE MODIFIED NO APPROVED DETAIL
	NSW-081	3/5/08	DB	RNSW-081	4/2/08	DB	BALLROOM	LEVEL-BALLROOM,GP&GQ/5.5-5.7,BEAM WEB STIFFENER CONNECTION WELD IN LIEU BOLTS
	NSW-082	3/7/08	DB	RNSW-082	5/12/08	DB	BALLROOM	LEVEL-BALLROOM,GN/G1.7 & G2.3,PLATED COLUMN CONNECTION (CIP) NO APPROVED DETAIL
	NSW-083	3/8/08	DB	RNSW-083	8/7/08	DB	4	LEVEL-4,G2/GU & GV & G5/GU,BEARING SEAT CONNECTION WELD IS SHORT IT HAS 4" ONLY CALLS FOR 6"
	NSW-084	3/10/08	DB	RNSW-084	4/19/08	FB	CASINO	LEVEL-CASINO RAMP,GP-GQ/G4 & G5,MISSING WELDS ON ANGLE KICKERS TO BEAM & BEAM CONNECTION
	NSW-085	3/10/08	DB	RNSW-085	8/8/08	DB	1 & 2	LEVEL-1 & 2,GU-GW/G4 & 5,BEAM WEB & FLANGE WITH FILLET WELDS NOT PER DETAIL CALLS FOR (CIP)
	NSW-086	3/10/08	DB	RNSW-086	4/11/08	JM	2	LEVEL-2,G1/GQ.2&GQ.8,MISSING WELDS AT BOTTOM FLANGE BEAM (W27X178)SPLICE CONNECTION
	NSW-087	3/10/08	DB	RNSW-087	4/15/08	DB	1	LEVEL-1,G1/GQ.2, TOP FLANGE IS BOLTED NOT PER DETAIL CALLS TO BE WELDED
	NSW-088	3/14/08	DB	RNSW-088	4/21/08	DKB	1	LEVEL-1,G1/GR-GS,MISSING WELDS AT BEAM (W40X431) SPLICE WEB CONNECTION
	NSW-089	3/19/08	DB	RNSW-089	5/6/08	DB	1	LEVEL-1,G6/GU.6, EL.2080', CONNECTION DOES NOT FACILITATE THE 1" REQUIRED FILLET WELD

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07-7220	NSW-090	3/19/08	DB	RNSW-090	4/22/08	DB	1	LEVEL-1,GV.4/G6.3/8"GAP BETWEEN PLIES OF FLANGE PLATE & THE BEAM (W14X193)
	NSW-091	3/21/08	JM	RNSW-091	4/19/08	JM	BALLROOM	LEVEL-BALLROOM,GY.8/G3,CRACKED WELDS ON SHEAR PLATE TO BRACE FRAME (W30X326)
	NSW-092	3/21/08	JM	RNSW-092	4/1/08	JM	BALLROOM	LEVEL-BALLROOM,GY.5/G1,MISSING 1" OF WELD AT TOP SHEAR PLATE TO BEAM (W30X99)
	NSW-093	3/21/08	JM	RNSW-093	4/25/08	JM	BALLROOM	LEVEL-BALLROOM,GY.8/G1.2,SHEAR TAB TO BRACE (W30X99) BEEN WELDED WITH (PJP) IN LIEU OF FILLET WELD
	NSW-094	3/22/08	JM	RNSW-094	4/18/08	JM	BALLROOM	LEVEL-BALLROOM,GY.8/G3,SHEAR PLATE TO BRACE FRAME (W30X191) IS ONLY WELDED ON ONE SIDE
	NSW-095	3/21/08	JM	RNSW-095	4/1/08	JM	BALLROOM	LEVEL-BALLROOM,GY.8/G2 SHEAR TAB REJECTED DUE TOO MUCH POROSITY
	NSW-096	3/22/08	JM	RNSW-096	4/19/08	JM	BALLROOM	LEVEL-BALLROOM,GY.8/G1.2, NO WELDING PROCEDURE FOR (PJP)
	NSW-097	3/24/08	DB	RNSW-097	4/16/08	DB	4	LEVEL-4,G1/G5 & G6,BENT PLATE 1/2" WAS NOT WELDED PER DETAIL.
	NSW-098	3/24/08	DB	RNSW-098	5/17/08	DKB	5	LEVEL-5,GR/G2,BEAM (W30X191) WELDED IN LIEU OF BOLTS
	NSW-099	4/2/08	DB	RNSW-099	4/22/08	DB	1	LEVEL-1 NORTH OF COLUMN CG/GW SHEAR WELD INCOMPLETE WELD
	NSW-100	4/2/08	DB	RNSW-100	7/12/08	DB	VALET	LEVEL-VALET,GR/G3 DOUBLE SHEAR TAB WITH GAP DUE TO MISS ALIGNMENT NO APPROVED DETAIL.
	NSW-101	4/3/08	DB	RNSW-101	5/19/08	DKB	CASINO	LEVEL-CASINO GR.5-GQ.5/G3.4 MISSING OVERHEAD WELDS AT LEDGER ANGLES TO EMBEDS
	NSW-102	4/3/08	DB	RNSW-102	4/12/08	DB	CASINO	LEVEL-CASINO G3.2-G3.4/GQ.5 MISSING WELDS AT 2 W16X26 BEAMS TO W18X35.

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07-7220	NSW-103	4/4/08	DKB	RNSW-103	9/10/08	DB	CONVENTIO N	LEVEL: CONVENTION @ GU.1/G2.7 MISSING TOP FLANGE CLIP WELD PIPE CHASE
	NSW-104	4/11/08	DB	RNSW-104	7/3/08	DB	CASINO	LEVEL CASINO GN.2 & N.3/G3.8 NO APPROVED WPS CJP
	NSW-105	4/14/08	DKB	RNSW-105	6/6/08	DKB	P1	LEVEL: P-1 @ G4/G6 NORTH WELD IN LIEU PRECAST SEAT
	NSW-106	4/15/08	DB	RNSW-106	4/22/08	DKB	1	LEVEL 1 GS2.1-05E EL. 2086'-0" IN COMPLETE FILLET WELDS
	NSW-107	4/23/08	DB	RNSW-107	8/18/08	DB	CONVENTIO N	LEVEL: CONVENTION ,G5.8 & G6/N.8, MISSING T & BOTTOM MOMENTS WELD ELEVATOR SUPPORT
	NSW-108	4/28/08	DB	RNSW-108	9/22/08	DB	LOW ROOF	LEVEL: LOW ROOF @ G1/U,T,S BACKUP BARS NOT REMOVED
	NSW-109	5/12/08	DKB	RNSW-109	6/5/08	DKB	CONVENTIO N	LEVEL-CONVENTION @ GS/G2 EL.2187'-11 3/4" TRUSS BOTTOM CORD 1/GS6.04A NEEDS 48" WELD, ONLY HAS 47 1/2" OF LAND.
	NSW-110	5/21/08	DB	RNSW-110	5/22/08	DB	LOW ROOF	LEVEL-LOW ROOF G5/GY.8 1" FILLETS 4 "J" GROOVED AT BRACE
	NSW-111	6/6/08	FB	RNSW-111	6/7/08	FB	CASINO	GC-GE/G6 LEDGER ANGLE WITH SHIM TO EMBED
	NSW-112	6/7/08	FB	RNSW-112	7/28/08	FB	VALET	GX-6/G5 COLUMN WRAP TO GO UP TO CASINO
	NSW-113	6/7/08	DKB	RNSW-113	10/27/08	DB	BASEMENT	LEVEL BASEMENT GA.1/G5.2,GA.1/G5.4,GA.1/G5.6,GA2./G5.2 ,GA.2/G5.4/GA.2/G5.6,GA.3/G5.2,GA.3/G5.4,GA.3/G5.6
	NSW-114	6/17/08	FB	RNSW-114	8/20/08	FB	P-1	LEVEL-P-1 GY.5/G3 & G3.8 LIGHT GA CLIP TO BENT PLATE NO CCDDS-BD APPROVED DETAIL RAYMOND
	NSW-115	6/18/08	DB	RNSW-115	7/26/08	DB	3 TO 4	LEVEL 3-4 G3.3/GH EL.2114' COLUMN SPLICE MISALIGNMENT AT WEB

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07-7220	NSW-116	6/23/08	DB	RNSW-116	8/6/08	DB	CASINO	LEVEL CASINO @ GA/G3-G4 NO APPROVED DETAIL WELD IN LIEU OF BOLTS WHERE EXCEEDS 6K
	NSW-117	6/26/08	DB	RNSW-117	9/30/08	DB	CASINO-1	G5/GA-5 EL.2063' MISALIGNED COLUMN SPLICE
	NSW-118	6/28/08	DB	RNSW-118	9/16/08	DB	4	LEVEL-4 G6/GB WELD IN LIEU OF BOLTS GIRDER TO CORBEL
	NSW-119	7/8/08	DB	RNSW-119	8/7/08	DB	4	LEVEL-4 G2/GX,G3/GY,G4/GV,G4/GX,G4/GY,G5/GV, CORBEL MODIFICATION EFFECTIVE THROAT NOT ACHIEVED
	NSW-120	7/8/08	DB	RNSW-120	7/18/08	DB	CASINO - 1	LEVEL-CASINO - 1, GM/G1.7,GM/G2,GM/G2.3,GM/G2.7,GM/G3,GM/G3.3, GN/G1.7,GN/G2, GN/G2.3, GR/G1.7, GR/G2, GR/G2.3, GR/G2.7, GR/G3 & GR/G3.3 NO APPROVED DETAIL WELD PLATE REPAIR
	NSW-121	7/15/08	FB	RNSW-121	9/16/08	DB	BALLROOM	LEVEL-BALLROOM G1/GQ.5,GR.5 & G5.6/GR BRACE FRAME WELDS CRACKED
	NSW-122	7/16/08	KC	RNSW-122	9/3/08	FB	F TO CASINO	STAIR #16 HAND RAIL TO POST INCOMPLETE WELD
	NSW-123	7/16/08	KC	RNSW-123	8/20/08	KC	CONVENTION	LEVEL-CONVENTION @ GM/G1-G5 WELDING OF PLUG WELD ON BENT PLATE
	NSW-124	7/17/08	DB	RNSW-124	9/24/08	DB	LOW ROOF	LEVEL-LOW ROOF @ G6/GW,G6/GV,G6/GU & G6/GT NO APPROVED WPS DOUBLE BEVEL BUTT
	NSW-125	7/19/08	KC	RNSW-125	8/7/08	FB	GROUND TO P6	STAIR #10 AND 22 HANDRAIL WELD TO POST INCOMPLETE
	NSW-126	7/19/08	DB	RNSW-126	9/16/08	DB	LOW ROOF	LEVEL-LOW ROOF (CONVENTION BRACE UP) @ G5.8/GM CRACK/LAMELLAR TEAR AT W12X96 BRACE
	NSW-127	7/21/08	DB	RNSW-127	8/23/08	JM	LOW ROOF	LEVEL-LOW ROOF @ G5.7/GL & GM WELD IN LIEU OF BOLTS NO APPROVED DETAIL
	NSW-128	7/21/08	KC	RNSW-128	8/20/08	KC	P1	LEVEL-P1 @ GH.8/G3.1 STAIR #10 ALTERNATIVE TO MISSING EMBED

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07-7220	NSW-129	7/30/08	DB	RNSW-129	10/30/08	DB	CONVENTIO N	LEVEL-CONVENTION BOTTOM CHORD TRUSS @ G6/GK-GN INCOMPLETE WELDS WIND GIRT
	NSW-130	7/30/08	DB				CASINO TO 1	LEVEL-CASINO TO 1 @ G5.8/GA.1 NO APPROVED DETAIL
	NSW-131	8/1/08	FB	RNSW-131	9/11/08	FB	INTERM VALET RAMP	RAMP @ GQ-GR/G3.4 MISSING WELDS ON LEDGER ANGLE AT BOTTOM
	NSW-132	8/4/08	DB	RNSW-132	10/30/08	DB	CONVENTIO N	LEVEL-CONVENTION BOTTOM TRUSS CHORD G1/GK-GM MISSING WELDS AT WIND GIRT CONNECTION PLATE
	NSW-133	8/8/08	DB	RNSW-133	9/20/08	DB	1-2 RAMP 3 RAMP	G5 & 6/W.5, G5/GS.5 MISSING WELD ANGLE - POST
	NSW-134	8/9/08	DB	RNSW-134	8/23/08	JM	CASINO	LEVEL-CASINO GH/3.4,3.2,8,3.2 NO APPROVED BEAM SPLICE
	NSW-135	8/11/08	MI	RNSW-135	9/17/08	MI	P3	LEVEL-P3 GC TO GC-GD/G6 LACK OF WELD
	NSW-136	8/11/08	DB	RNSW-136	9/17/08	DB	BOTTOM CHORD CONVENTIO N	LEVEL-CONVENTION @ G2/GH BOTTOM TRUSS CHORD NO LAND FACILITATE 3/4" FILLETS VERTICAL
	NSW-137	8/11/08	DB	RNSW-137	9/16/08	DB	CONVENTIO N	LEVEL-CONVENTION @ G5.2/GJ & G5.7/G7 EL.2207'-5 1/2" NO APPROVED DETAIL WELD IN LIEU IN BOLTS FOR A W24X68
	NSW-138	8/12/08	DB	RNSW-138	10/7/08	DB	1	LEVEL-1 GE/G3.9 & GE/G2.9 TOP & BOTTOM TRUSS CHORD ALONG GE NR232 IN LIEU OF E80XX
	NSW-139	8/12/08	DB	RNSW-139	9/10/08	DB	1	LEVEL-1 G3.9/GE TOP CHORD TRUSS EXCESSIVE ROOT GAP
	NSW-140	8/13/08	DB	RNSW-140	11/3/08	FB	1	LEVEL-1 G3.9/GE TOP CHORD & BOTTOM CHORD G2.9/GE NO APPROVED WPS NR232, DOUBLE BEVEL
	NSW-141	8/15/08	KC	RNSW-141	8/26/08	KC	CASINO	LEVEL-CASINO @ GS-GU/G6 WELD NOT PJP PLATE UNDERSIZE & WELD UNDER LENGTH FOR HSS & CLIPS CONNECTION

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07-7220	NSW-142	8/15/08	DB	RNSW-142	10/8/08	DB	1	LEVEL-1 G3/E BOTTOM CHORD BRACE EXCESSIVE GAP OF 3/8"
	NSW-143	8/19/08	FB	RNSW-143	8/22/08	FB	VALET TO P-6	LEVEL-CASINO -P6 STAIR #10 GP/G3.2 CLARIFICATION ON WELDING ON LANDING
	NSW-144	8/19/08	DB	RNSW-144	9/10/08	DB	1	LEVEL-1 G3.9/D TOP CHORD TRUSS SPLICE EXCESS ROOT OPENING
	NSW-145	8/19/08	DB	RNSW-145	9/10/08	DB	1	LEVEL-1 G2.9 & G3.9/D TOP & BOTTOM CHORD NO APPROVED WPS E8018
	NSW-146	8/19/08	DB	RNSW-146	9/10/08	DB	1	LEVEL-1 G2.9/D BOTTOM CHORD TRUSS SPLICE EXCESS ROOT OPENING
	NSW-147	8/19/08	DB	RNSW-147	10/8/08	FB	1	LEVEL-1 G3.9/D TOP SPLICE CHORD WELDERS NOT CERTIFIED E8018
	NSW-148	8/19/08	DB	RNSW-148	10/8/08	FB	1	LEVEL-1 G2.9/D BOTTOM CHORD WELDERS NOT CERTIFIED E8018
	NSW-149	8/22/08	FB	RNSW-149	10/28/08	FB	VALET	LEVEL-VALET GF-GH/2-3 WELDER NO CERT
	NSW-150	8/23/08	DB	RNSW-150	9/16/08	DB	1	LEVEL-1 G3/A UNDER FILL @ RIGID CONNECTION
	NSW-151	8/27/08	DB	RNSW-151	9/16/08	DB	VALET INTERIM	LEVEL-VALET INTERIM G1/G1 EL.2045'-1" WELD IN LIEU OF BOLTS EXTENDED TAB BEAM
	NSW-152	8/27/08	DB	RNSW-152	9/18/08	DB	2	LEVEL-2 G1/GE WEST SIDE EL.2099'-5" WELD IN LIEU OF BOLTS SINGLE SHEAR TAB BEAM
	NSW-153	8/25/08	DC	RNSW-153	11/13/08	DC	P5	LEVEL-P5 GA-GA.5/G3 W27 BEAM SPLICES FIT UP ERROR, BEAM HAS KINKS
	NSW-154	8/29/08	FB	RNSW-154	9/29/08	FB	VALET	LEVEL-VALET N-Q/2.3-3 NO WELDING CERT.

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07-7220	NSW-155	8/29/08	FB	RNSW-155	9/29/08	FB	P4	LEVEL-P4 C/1 NO WELDING CERT.
	NSW-156	8/29/08	DB	RNSW-156	9/16/08	DB	CASINO	LEVEL-CASINO G6/L NO APPROVED DETAIL WELD IN LIEU OF BOLTS
	NSW-157	8/29/08	DB	RNSW-157	10/3/08	DB	LOW ROOF & HIGH ROOF	LEVEL-LOW & HIGH ROOF INCOMPLETE WELDS EXCESSIVE CUTTING
	NSW-158	9/2/08	DB	RNSW-158	9/11/08	DB	BALLROOM	LEVEL-BALLROOM G5.7/GF & GG WELD IN LIEU OF BOLTS BEAM STIFFENER
	NSW-159	9/2/08	DB	RNSW-159	9/11/08	DB	BALLROOM	LEVEL-BALLROOM GH/G3 NO APPROVED WPS PLUG WELD
	NSW-160	9/2/08	DB	RNSW-160	9/18/08	DB	CONVENTION N	LEVEL-CONVENTION G3/GG WELD IN LIEU OF BOLTS
	NSW-161	9/3/08	DB	RNSW-161	9/11/08	DB	CONVENTION N BOTTOM CHORD	LEVEL-CONVENTION G2/GG TRUSS BOTTOM CHORD UNDERSIZE VERTICAL FILLETS AT CONTINUITY PLATES TO FILLER
	NSW-162	9/3/08	DB	RNSW-162	9/11/08	DB	BOTTOM CHORD CONVENTION N	LEVEL-CONVENTION G5/GG BOTTOM CHORD CONTINUITY PLATE TO FILLER PLATE EXTENSIONS
	NSW-163	9/3/08	DB	RNSW-163	9/22/08	DB	BOTTOM CHORD CONVENTION N	LEVEL-CONVENTION BOTTOM CHORD NO WPS SQUARE GROOVE PJP
	NSW-164	9/4/08	DB	RNSW-164	9/6/08	DB	CONV. BOTTOM CHORD	LEVEL-CONVENTION G2/GF EL.2189'-4" BOTTOM CHORD UNDERSIZE VERTICAL FILLETS CONT. PLATE FILLET PLATE
	NSW-165	9/5/08	DB	RNSW-165	10/17/08	DB	VALET INTERIM	LEVEL-VALET INTERIM GF/G1.2-G3.4 & G2.8-G3.3/GH NO DETAIL WELD IN LIEU OF BOLTS SINGLE SHEAR TAB
	NSW-166	9/5/08	DB	RNSW-166	10/14/08	DB	VALET INTERIM	LEVEL-VALET INTERIM GF/G1.2, GF/G1.3, GF/G1.4, & GF/G3.2 EL.2045' EXCESSIVE GAP
	NSW-167	9/5/08	DB	RNSW-167	10/17/08	DB	VALET INTERIM RAMP	LEVEL-VALET INTERIM RAMP GL-8/G1-1.7 NO APPROVED DETAIL WELD IN LIEU OF BOLTS BASEMENT SLABS

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07-7220	NSW-168	9/5/08	DB	RNSW-168	9/22/08	DB	CONV. BOTTOM CHORD	LEVEL-CONVENTION BOTTOM CHORD G2/GF EL.2:189'-4" FILLER PLATE EXTENSION PIECES WERE ADDED AT THE SOUTH SIDE BOTTOM CHORD NEED FOR & CCDDSS-BD APPROVAL
	NSW-169	9/12/08	DB	RNSW-169	10/16/08	DB	1	LEVEL-1 G3/GC EXCESS ROOT GAP TRUSS DIAGONAL BRACE TO TRUSS CHORD STIFFENER
	NSW-170	9/18/08	DB	RNSW-170	10/16/08	DB	CASINO-6	LEVEL-CASINO - 6 G5.7-G/N-P & G4-G4.2/R-S ELEVATOR ANGLE WELD IN LIEU OF BOLTS
	NSW-171	9/19/08	DB				CONVENTION	LEVEL-CONVENTION G3/GG WELD IN LIEU OF BOLTS N. OF TRUSS
	NSW-172	9/23/08	DB	RNSW-172	10/14/08	DB	CASINO	LEVEL-CASINO NORTH G3.1/F WELD IN LIEU OF BOLTS SINGLE SHEAR TAB
	NSW-173	9/25/08	DB	RNSW-173	10/24/08	DB	1	LEVEL-1 G2/C COVER PLATE TO COLUMN WILL ONLY FACILITATE 1" WELD
	NSW-174	9/26/08	DB				1	LEVEL-1 GG/B-D WIND GIRT CONNECTION WELD IN LIEU OF BOLTS
	NSW-175	9/30/08	DB	RNSW-175	10/20/08	DB	1 TO 6	LEVELS-1-6 G5.7-G6/GL-GM (FUTURE OPENING) NO APPROVED DETAIL WELD IN LIEU OF BOLTS SINGLE SHEAR TAB TO W10X22
	NSW-176	10/1/08	DB				LOW ROOF MECH. FRAME	LEVEL-LOW ROOF (MECHANICAL FRAMING) G3/GU.8 (E. SIDE ONLY) G3.5/GU.8, G4.8/GU.8 & G4/GW.1. NO APPROVED DETAIL WELD IN LIEU OF BOLTS
	NSW-177	10/1/08	DB	RNSW-177	12/4/08	DB	1	LEVEL-1 G2/GC PG #7 GAP WITH SHIMS
	NSW-178	10/1/08	DB	RNSW-178	10/20/08	DB	6	LEVEL-6 G0.5/D.8 WELD IN LIEU SKEWED SHEAR TAB
	NSW-179	10/1/08	DB	RNSW-179	10/8/08	DB	1	LEVEL-1 G2/GB WELD IN LIEU OF BOLTS BASE PLATE TO PG #7
	NSW-180	10/2/08	DB	RNSW-180	10/20/08	DB	CASINO	LEVEL-CASINO G1-G1.8/GA NO APPROVED DETAIL WELD IN LIEU OF BOLTS SHEAR TAB TO W24X55

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07-7220	NSW-181	10/3/08	DB	RNSW-181	11/10/08	DB	LOW ROOF	LEVEL-LOW ROOF G5.7/E & L WIND WALL BRACE 5 1/2" LENGTH WELD IN LIEU OF BOLTS 8"
	NSW-182	10/9/08	FB	RNSW-182	11/5/08	FB	HIGH ROOF	LEVEL-HIGH ROOF GZ/G2-G3 NOT PER DETAIL HILTI PINS IN LIEU OF WELDS
	NSW-183	10/9/08	FB	RNSW-183	10/21/08	FB	CASINO ELECT. ROOM	LEVEL-CASINO GC-GG/5-6 METAL STUD FRAMING WELDING CERT. EXPIRED D'ALESSIO CONTR.
	NSW-184	10/10/08	DB	RNSW-184	11/21/08	FB	CASINO ELECT. ROOM	G6-G5/GG WELD IN LIEU OF BOLTS
	NSW-185	10/10/08	DB	RNSW-185	10/22/08	DB	CASINO ELECT. ROOM	G5/GF WELD IN LIEU OF BOLTS
	NSW-186	10/11/08	DB	RNSW-186	10/14/08	FB	ELECTRICAL ROOM	G5 & G6/GC-GC.1 & G5.6 - G5.7/GF EIDS NO WPS FLARE BEVEL
	NSW-187	10/14/08	FB	RNSW-187	10/14/08	FB	MEZZ. ELECT. CASINO	LEVEL-CASINO GC TO GG/G5 TO G6 NO WELDING PROCEDURE D'ALESSIO CONTR.
	NSW-188	10/13/08	DB	RNSW-188	10/24/08	DB	BALLROOM	G3.1/GB WELD IN LIEU BOLTS
	NSW-189	10/14/08	FB	RNSW-189	10/27/08	FB	CASINO & LOW ROOF	LEVEL-CASINO GV-GW/G3 & GU-GV NEED CLARIFICATION ON MISSING NELSON STUDS
	NSW-190	10/14/08	DB	RNSW-190	11/19/08	FB	3,4,5	LEVELS-3,4 & 5 G0.5/GD.8 WELD IN LIEU OF SKEWED SHEAR TAB TO BEAM WEBS
	NSW-191	10/14/08	DB	RNSW-191	10/25/08	DB	BALLROOM	G1/GB.1 DOUBLE SHEAR TAB NO APPROVED DETAIL
	NSW-192	10/14/08	DC	RNSW-192	11/6/08	DC	CASINO TO LOW ROOF	GA/G3-G4 VT STAIR #3 WELD IN LIEU OF BOLTS AT LANDINGS
	NSW-193	10/15/08	DB	RNSW-193	12/1/08	DB	CASINO	Q.3/1.2 & 1.3, 3.3/N.8 & N.5 NO WELD CERT. ELEVATOR GUIDE RAIL BRACES

Permit #	NGR No.	Date	Issued By	Resolution No.	Solution Date	Resolution By	Level	Location Description
07-7220	NSW-194	10/20/08	FB	RNSW-194	10/24/08	FB	CONVENTIO N BOTTOM CHORD	GC/G2 & G5 CLARIFICATION DETAIL 16/S6.04 NOT CALL OUT
	NSW-195	10/18/08	DB	RNSW-195	10/24/08	DB	5	G5.8/GP EL.2132' MISSING WELDS ELEVATOR OVERHEAD CONNECTION PLATE
	NSW-196	10/20/08	DB				BALLROOM	WELD IN LIEU OF BOLTS G4.1/R & S DOUBLE SHEAR TAB
	NSW-197	10/23/08	DB				1	G2GC E/2072'-7 1/2" REQUEST CLARIFICATION 2 3/4" PARTIAL PEN IN LIEU CJP
	NSW-198	10/25/08	DB	RNSW-198	11/6/08	DB	CONV. BOTTOM CHORD	GN/G2.2, G2.4, G2.5, G3.2, GP/G3.2, GQ/G1.4, GR/G4.5, & GU/G1.4 CHANDELIER EXCESS GAP WELD CONNECTION
	NSW-199	10/25/08	DB	RNSW-199	11/17/08	DB	CONV. BOTTOM CHORD	G3.3.G.3.7, G4.3/GW CHANDELIER MISSING WELDS
	NSW-200	10/25/08	DB	RNSW-200	11/17/08	DB	CONV. BOTTOM CHORD	G3.3.G3.7, G4.3/GV CHANDELIER UNDERSIZE WELDS
	NSW-201	10/29/08	FB				P1 TO BALLROOM	GA.5 TO GY.5/G6 SPACE FRAME BRACKET RAYMOND NO CCDDS-BD APPROVED DETAIL
	NSW-202	10/29/08	DB	RNSW-202	11/19/08	FB	P6	G5/GA.2 NO APPROVED DETAIL WELD IN LIEU OF BOLTS
	NSW-203	11/1/08	DB	RNSW-203	11/26/08	DB	LOW ROOF	GAPS G3.2/GS, G4/GS, G4/GR, G4/GP & GQ, G3.6/GP & GQ, G1.7/GR, G2.8/GP EL.2239'-1 1/2"
	NSW-204	11/1/08	DB	RNSW-204	11/24/08	DB	LOW ROOF	MISSING WELDS G3.2/GN, G1.2/GT & GU & G4.8/GT 1/2"
	NSW-205	11/3/08	DB	RNSW-205	11/21/08	FB	P3	P3 WELD IN LIEU @ G6/B.5 & C.5 & G1/G8.5 TUBE BRACES
	NSW-206	11/3/08	DB	RNSW-205	11/19/08	FB	P5	P5 WELD IN LIEU @ G5 & G6/GG.5 TUBE BRACES

Permit #	NCR No	Date	Issued By	Resolution No	Solution Date	Resolution By	Level	Location Description
07-7220	NSW-207	11/5/08	DB	RNSW-207	11/26/08	DB	CASINO	WELD IN LIEU OF BOLTS 0.7,0.8,0.9/A
	NSW-208	11/5/08	DB	RNSW-208	11/26/08	DB	CASINO	WELD IN LIEU OF BOLTS 0.5/A
	NSW-209	11/5/08	DB	RNSW-009	11/26/08	DB	CASINO	NO APPROVED DETAIL PJP EXT. SHEAR TAB
	NSW-210	11/26/08	DB	RNSW-210	11/13/08	DB	CONVENTIO N BOTTOM CHORD	G3.2/GN, G3.2/GP, G1.4/GQ, G4.5/GR & G1.4/GU EL.2187'-11 3/4" NO CCODS-BD APPROVAL 1/4" GAPS
	NSW-211	11/6/08	DB	RNSW-211	11/13/08	DB	CONVENTIO N BOTTOM CHORD	G2.2,G2.4,G2.5/N EL.2187'-11 3/4" GAPS EXCEEDING 1/4"
	NSW-212	11/6/08	DB	RNSW-212	11/15/08	DB	CONVENTIO N BOTTOM CHORD	GV/G3.8 EL.2187'-11 3/4" NO LAND TO FACILITATE WELD SIZE
	NSW-213	11/8/08	DB	RNSW-213	11/17/08	DB	CONVENTIO N	GK/G1 EL.2187'-11 3/4" CONNECTION NOT WELDED
	NSW-214	11/9/08	DB				LOW ROOF	G4/GE & GF, G3.5/GI, G1.8/GL, G3.2/GL, EL.2239'-1 1/2" 5/16" GAPS 7
	NSW-215	11/9/08	DB	RNSW-215	11/26/08	DB	LOW ROOF	G3.2/GS, G4/GS, G4/GR, G4/GP, G4/GQ, G3.6/GP, G3.6/GQ, G1.7/GR, G2.8/GP, G4/GM, G3.5/GM, G2.6/GL, EL.2239'-1 1/2" NO CCODS-BD APPROVED 1/4" GAP
	NSW-216	11/8/08	DB	RNSW-216	11/13/08	DB	CONVENTIO N BOTTOM CHORD	GH/G3.8-G4.7, GG/G4.7 EL.2187'-1" 5/16" GAPS 7
	NSW-217	11/10/08	DB	RNSW-217	11/22/08	DB	LOW ROOF	GD & GC/G1.2 THRU G4.8 & G4/GL EL.2239'-1 1/2" DELTA 7 MISSING WELDS
	NSW-218	11/14/08	DB	RNSW-218	12/4/08	DB	P-6	WELD IN LIEU OF BOLTS ON TUBE BRACES NOT PER DETAIL
	NSW-219	11/17/08	FB				P-6	GB.5 & GD.5/G5 MISSING WELD ON BOLLARD POST TO BEAM NOT PER DETAIL

Permit #	NCR No.	Date	Issued By	Resolution No.	Solution Date	Resolution By	Level	Location Description
07-7220	NSW-220	12/2/08	DC	RNSW-220	12/10/08	DC	STAIR #8	GL/G3.3, DOCK TO CASINO WELDING INCOMPLETE
	NSW-221	12/2/08	DC	RNSW-221	12/10/08	DC	STAIR #8	GL/G3.3 NEED FIREPROOFING REMOVED FROM WELDED CONNECTION
	NSW-222	12/2/08	DC	RNSW-222	12/10/08	DC	STAIR #22	GP.8 @ G3.5, DOCK TO VALET NEED TO WELD STRINGERS TO LANDING
	NSW-223	12/2/08	DC	RNSW-223	12/10/08	DC	STAIR #16	G5 @ GY DOCK TO CASINO WELDING INCOMPLETE
	NSW-224	12/2/08	DC	RNSW-224	12/10/08	DC	STAIR #16	G5.1 @ GY.2 HANGER ROD TO 1ST. LANDING DECK CUT OUT
	NSW-225	11/25/08	DB				CONVENTION	G4.2/G8.3 & GB.5, G5/GK, G5-G5.4/GX, GR.5/G5.4, G4.6/GC OVER HEAD DOOR SUPPORTS EDGE WELDS IN LIEU OF FILLETS
	NSW-226	11/21/08	DB	RNSW-226	11/24/08	DB	BALLROOM	G5/GC-GC.4 OVER HEAD DOOR SUPPORT VT UNSAT. DUE TO EXCESSIVE SLAG
	NSW-227	11/25/08	DB	RNSW-227	12/19/08	DB	BASEMENT	G5.2 & G5.7/GA.2 FREIGHT ELEVATOR CJP WHERE GUIDE RAILS DON'T BEAR FLUSH
	NSW-228	12/1/08	DB	RNSW-228	12/23/08	DB	CASINO	G0.3/G1.2 & G1.4 MISSING & INCOMPLETE OVERHEAD FILLETS (ELEVATOR)
	NSW-229	12/1/08	DB	RNSW-229	12/23/08	DB	CASINO & VALET	G3.3/GN.5 & GN.8 MISSING & UNDERSIZED FILLETS (ELEVATOR)
	NSW-230	12/3/08	DB				1	G0.5/GC WELD IN LIEU OF BOLTS EXT. SHEAR TAB TO BEAM
	NSW-231	12/4/08	DB	RNSW-231	12/17/08	DB	CONV. ELEVATOR SUPPORT	G1/GB.1 WELD IN LIEU OF BOLTS WITH DRAG LINE
	NSW-232	12/5/08	DB	RNSW-232	12/17/08	DB	CASINO	G0.7 / GE.8 WELD IN LIEU OF BOLTS SKEWED SHEAR TAB

Permit #	NGR No	Date	Issued By	Resolution No	Resolution Date	Resolution By	Level	Location/Description
07-7220	NSW-233	12/5/08	DB	RNSW-233	12/18/08	DB	CASINO	G0.9/GF WELD IN LIEU OF BOLTS SKEWED SHEAR TAB
	NSW-234	12/6/08	DB				P3	G0.5/GC WELD IN LIEU OF BOLTS EXT. SHEAR TAB TO BEAM
	NSW-235	12/8/08	DB	RNSW-235	12/18/08	DB	P1 & P2	G0.9/GF WELD IN LIEU OF BOLTS EXTENDED SKEWED SHEAR TAB TO BEAM
	NSW-236	12/9/08	DB	RNSW-236	12/16/08	DB	CASINO & VALET	G3.3/GK & GK.6 UNDERSIZE OVER HEAD FILLETS ELEVATOR GUIDE RAILS
	NSW-237	12/11/08	DB				4	G0.6 & G0.8/GC WELD IN LIEU OF BOLTS
	NSW-238	12/11/08	DB				5 & 6	LEVEL 5, G0.6 & G0.7/GC EL.2133'-11", LEVEL 6, G0.6/GC EL.2145'-5", LEVEL BALLROOM G0.6/GC EL.2161'-5" WELD IN LIEU OF BOLTS NOT PER LESK_139,140,141
	NSW-239	12/11/08	DB	RNSW-239	12/19/08	DB	BALLROOM	G0.5/GC NO APPROVED DETAIL WELD IN LIEU BOLTS
	NSW-240	12/16/08	DB				CONV. BOTTOM CHORD	GY.6 & GY.7/G4.1 EL.2189'-5 1/2" FREIGHT ELEVATOR GAP CIP APPLIED
	NSW-241	12/17/08	DB				6	G5/GY.7 EL.2144'-4 1/4 WELD IN LIEU BOLTS FREIGHT ELEVATOR HSS CONNECTION
	NSW-242	12/19/08	DB				4	G5.1/GA UNDERSIZE FILLET BEAM SPLICE
	NSW-243	12/19/08	DB				6	G5.1,G5.5,G5.9/A EL.2144'-4 1/2" UNSIZE FILLETS BEAM SPLICE
	NSW-244	12/22/08	DB				CASINO RAMP	G4.8/GC NO APPROVED DETAIL FM-80 INCREASED BEAM REACTION
	NSW-245	12/23/08	DB				HIGH ROOF	GU-GN/G1-G5 WORK NOT COMPLETE PER APPROVED STRUCTURAL NOTES

Permit #	ICR No.	Date	Issued By	Resolution No.	Solution Pa	Resolution By	Level	Location-Description
07-7220	NSW-246	12/29/08	DB				CONV. BOTTOM CHORD CONVENTIO N	G5.4/GA.1,GA.2 & GA.3 EL.2207'-5 1/2" GUIDE RAILS SEPERATOR BEAMS GAPS
	NSW-247							
	NSW-248							
	NSW-249							
	NSW-250							
	NSW-251							
	NSW-252							
	NSW-253							
	NSW-254							
	NSW-255							
	NSW-256							
	NSW-257							
	NSW-258							

Permit No.	NCR No.	Date	Issued By	Resolving	Resolution Date	Resolution By	Level	Description
07-7220	NSHB-001	9/10/07	JM	RNSHB-001	9/22/07	JM	INTERM VALET	LEVEL-INTERM.VALET,GX/G2,NOT PER DETAIL
	NSHB-002	9/11/07	JM	RNSHB-002	4/15/08	JM	P1	LEVEL-P-1,G4.7/GZ,WELD IN LIEU BOLTS
	NSHB-003	9/29/07	JM	RNSHB-003	10/27/07	JM	P1	LEVEL-P-1,GW.8/G2,(1)BOLT CAN NOT BE INSTALLED AS REQUIRED.
	NSHB-004	10/1/07	JM	RNSHB-004	4/16/08	JM	ABOVE CASINO	LEVEL-ABOVE CASINO,GY.5/G6,SHEAR TAB HAS BEEN CUT WITH TORCH AND REDUCE
	NSHB-005	10/12/07	JM	RNSHB-005	12/4/07	DB	P1	LEVEL-P-1,GZ/G1,HORIZONTAL BRACING CONN.WITH 1 BOLT CAN NOT BE INSTALLED.
	NSHB-006	11/26/07	JM	RNSHB-006	12/27/07	FB	VALET	LEVEL-VALET,GY.5/G1,BEAM W 24 X 68 BEAM TO COLUMN MOMENT CONN.CALLS FOR (7) 1 1/8" BOLTS NOT (6)
	NSHB-007	11/26/07	DB	RNSHB-007	12/17/08	DB	CASINO	LEVEL-CASINO,G7/GT,GS & GS,BOLTS/NUITS NOT FULLY ENGAGED.
	NSHB-008	11/26/07	JM	RNSHB-008	12/27/07	FB	CASINO	LEVEL-CASINO,GW/G3,BEAM W 40 X 503 TO COLUMN HAS 9 1 1/8" A490 FOR 398 KIPS DETAIL FOR 404 KIPS.
	NSHB-009	12/7/07	FB	RNSHB-009	12/27/07	FB	BASEMENT	LEVEL-BASEMENT,GR/G5.3,MISSING(1)ANCHOR BOLT.
	NSHB-010	12/10/07	JM	RNSHB-010	1/15/08	JM	BALLROOM	BALLROOM,GX.6/G5,BEAM W 24 X 68 BEAM TO COLUMN CONN.CALLS FOR (7) 1 1/8" BOLTS NOT (6)
	NSHB-011	12/10/07	JM	RNSHB-011	2/9/08	JM	BALLROOM	LEVEL-BALLROOM,GV.5/G6,BEAM W24X68 MISSING BOLT HOLES TO STIFFENER CONN. PLATE

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07-7220	NSHB-012	12/10/07	JM	RNSHB-012	1/28/08	JM	BALLROOM	LEVEL-BALLROOM,GX/G6,(1)BOLT CAN NOT BE INSTALLED AS REQUIRED.
	NSHB-013	12/12/07	JM	RNSHB-013	1/16/08	JM	1	LEVEL-1,GT/G2-G5.EXTENDED SHEAR PLATE SCHEDULE CALLS FOR SHEAR TAB TO BE 1"
	NSHB-014	12/15/07	DB	RNSHB-014	1/11/08	DB	6	LEVEL-6,G1/GX.2,LOOSE BOLTS AT WELD PLATE TO FLANGE PLATE BRACE FRAME CONNECTION
	NSHB-015	12/15/07	DB	RNSHB-015	1/11/08	DB	6	LEVEL-6,G1/GX.4,LOOSE BOLTS AT WELD PLATE TO FLANGE PLATE BRACE FRAME CONNECTION
	NSHB-016	12/20/07	JM	RNSHB-016	3/20/08	JM	LOW ROOF	LEVEL-LOW ROOF,G3/GY&GW,PG#5 HAS BEEN WELDED TO TOP CONNECTION PLATE TO COLUMN NOT PER DETAIL.
	NSHB-017	12/20/07	JM	RNSHB-017	1/8/08	DB	HIGH ROOF	LEVEL-HIGH ROOF,GX.4/G5.6,BRACE GUSSET PLATE TO COL. BOLTS HOLES ARE OFFSET & THE STIFFENER TOO HIGH
	NSHB-018	12/20/07	JM	RNSHB-018	8/16/08	BM	CONVENTIO N	LEVEL-CONVENTION,GU/G3,(2)BOLTS CANNOT BE INSTALLED DUE TO HOLES OFFSET ON TOP CHORD TRUSS SPLICE
	NSHB-019	1/3/08	DB	RNSHB-019	4/1/08	DB	CONVENTIO N	LEVEL-CONVENTION,G2/GY.6 TO GZ,MISSING BOLTS AT ANGLE BRACE TO GUSSETS
	NSHB-020	1/3/08	DB	RNSHB-020	4/1/08	DB	CONVENTIO N	LEVEL-CONVENTION,G1 TO G1.2/GY,MISSING BOLTS AT ANGLE BRACE TO GUSSETS
	NSHB-021	1/3/08	DB	RNSHB-021	1/17/08	JM	CONVENTIO N	LEVEL-CONVENTION,GY.5/G3.8 TO G5, MISSING BOLTS AT W21X120 BRACE TO GUSSET PLATES ON TRUSS CHORD
	NSHB-022	1/15/08	LF	RNSHB-022	1/15/08	LF	CONVENTIO N	LEVEL-CONVENTION,G5/GX.6, MISSING(1) BOLT AT W40X593 BEAM TO COLUMN CONN.
	NSHB-023	1/15/08	LF	RNSHB-023	3/11/08	JM	CONVENTIO N	LEVEL-CONVENTION,GX/G3&G4, W24X68 TO W36X182 BEAM WITH (6) BOLTS CALLS FOR (7)
	NSHB-024	1/22/08	JM	RNSHB-024	2/19/08	SM	CASINO	LEVEL-CASINO,GN/G5,PG#4 TO COLUMN THE TOP FLANGE BOLTS HAS 3/4" A 307 IN LIEU OF 1 1/8" A 490

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07-7220	NSHB-025	1/26/08	JM	RNSHB-025	3/27/08	JM	CASINO RAMP	LEVEL-CASINO RAMP,G4/GT, LONG SLOTTED HOLES IN WT 16.5X84.5 CORBEL HAS SLOTTED HOLES PERPENDICULAR
	NSHB-026	2/9/08	JM	RNSHB-026	4/3/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GU/G2.7,(W27X84)TOP CHORD OF TRUSS MISSING SHEAR TAB.
	NSHB-027	2/9/08	JM	RNSHB-027	3/7/08	DB	CONVENTIO N	LEVEL-CONVENTION,GU/G3,BOTTOM CHORD OF TRUSS MISSING ONE BOLT.
	NSHB-028	2/9/08	JM	RNSHB-028	4/3/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GU/G2,G5&G6,(W27X84)TOP CHORDS TO COLUMNS NOT BOLTED COMPLETELY.
	NSHB-029	2/11/08	SM	RNSHB-029	4/4/08	DKB	CASINO	LEVEL-CASINO,G5/G4-G5,A490(1 1/8) NOT CENTERED IN LONG SLOTTED HOLE
	NSHB-030	2/13/08	DB	RNSHB-030	2/14/08	JM	1	LEVEL-1,G3/GR,MISSING BOLT & LOOSE BOLTS AT TRUSS CONNECTION TO BRACE FRAME
	NSHB-031	2/15/08	SM	RNSHB-031	11/21/08	FB	ALL	LEVEL-ALL,BOLTS STORGE NOT BEING PROTECTED FROM WEATHER.
	NSHB-032	2/20/08	SM	RNSHB-032	7/3/08	DB	5	LEVEL-5 LOW ROOF,GU-GW/G6,BOLT HOLES WHERE TORCHED CUT IN LIEU OF REAMING AT WIND GIRTS TO COLUMN CONN.
	NSHB-033	2/20/08	SM	RNSHB-033	2/29/08	DKB	6	LEVEL-6,GU/G4,3RD A490(1 1/8")BOLT FROM THE TOP OF CONNECTION NUT IS LOOSE & SPLINE SHEARED OFF
	NSHB-034	2/21/08	DKB	RNSHB-034	4/3/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GU/G1,G265&G6,TRUSS CONN. PLATE IS NOT IN FIRM DIRECT CONTACT WITH COLUMN FLANGE
	NSHB-035	2/21/08	DKB	RNSHB-035	4/3/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GU/G2&G5,(2) A490 BOLTS CONNECTION HAVE BEEN TORCH SPLINES OFF
	NSHB-036	2/22/08	DKB	RNSHB-036	4/19/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GT/G2&G5,(1) A490 S.C. BOLT TOP TRUSS CORD CONN.COLUMN MISSING.
	NSHB-037	2/22/08	DKB	RNSHB-037	4/19/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GT/G2&G5,W&W PLANS SPECIFY THAT BOLTS ARE REQUIRED TO BE (S.C.) BOLTS ARE LOOSE

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07-7220	NSHB-038	2/22/08	DKB	RNSHB-038	4/19/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GT/G5&G6,TRUSS CONN.PLATE IS NOT IN FIRM DIRECT CONTACT WITH COLUMN FLANGE
	NSHB-039	2/25/08	DKB	RNSHB-039	3/19/08	DKB	CONVENTIO N	LEVEL-CONVENTION,G5-3-G6/GV-GU&G5.7-G.6/GU-GS,W&W FPR-113 ARE NOT CCDDS-BD APPROVED.
	NSHB-040	2/26/08	DKB	RNSHB-040	4/9/08	DKB	BALLROOM	LEVEL-BALLROOM,G5/G6,BEAM(W40X362)OUT OF LEVEL&DOES NOT MEET THE 292 KIPS.
	NSHB-041	2/27/08	DKB	RNSHB-041	5/7/08	DKB	CONVENTIO N	LEVEL-CONVENTION,G5/G2,TRUSS TOP CORD CONN. TO TRANSFER TRUSS HAS (40) BOLTS CALLS FOR (72).
	NSHB-042	2/29/08	DKB	RNSHB-042	4/9/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GR/G4,TRUSS TOP CHORD SPLICE (12) HOLES REAMED .125"ENLARGING THE STANDARD SIZE
	NSHB-043	3/4/08	DKB	RNSHB-043	5/7/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GR/G2,TRUSS TOP CHORD CONN. TO TRANSFER TRUSSHOLES PUNCHED WRONG(40) NEED (72)
	NSHB-044	3/4/08	DKB	RNSHB-044	4/24/08	DKB	CONVENTIO N	LEVEL-CONVENTION,GR/G1&5&G5/G1,TRUSS TOP CHORD CONN.TO COLUMN & TRANSFER TRUSS,NO BOLTHOLES COL.
	NSHB-045	3/10/08	DKB	RNSHB-045	8/7/08	DKB	1 & 2 RAMP	LEVEL-1 & 2 RAMP,GU/G5 & G6 & GV/G5 & G6,CLARIFICATION BOLTS IN LONG SLOTTED HOLES
	NSHB-046	3/17/08	DKB	RNSHB-046	3/21/08	DKB	1 & 2 RAMP	LEVEL-1 & 2 RAMP,G5 & G6/GU,GV & GW,& LEVEL 1-6,GR/G1,BOLTS ARE PRETENSIONED NOT PER DETAIL
	NSHB-047	3/20/08	DKB	RNSHB-047	5/6/08	DKB	CASINO	LEVEL-CASINO,GR/G1-G2 NORTH,BEAM WELDED IN LIEU OF BOLTS
	NSHB-048	3/21/08	DKB	RNSHB-048	8/7/08	BM	1 & 2 RAMP	LEVEL-1-2 RAMP,G5&6/GW,GU & GV,REQUIRED TO SLIP PARALLEL TO RAMP.CAN NOT SLIP DUE TO NO LONG SLOT
	NSHB-049	3/24/08	DKB	RNSHB-049	4/24/08	DKB	4	LEVEL-4,G5/GL,SHEAR TAB WELDED IN LIEU OF BOLTS
	NSHB-050	3/24/08	DKB	RNSHB-050	6/30/08	BM	4	LEVEL-4,G5/GL EAST,MISSING (2) A 490 1 1/8" AT TOP DUE TO INTERFERENCE

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07-7220	NSHB-051	4/1/08	DKB	RNSHB-051	6/6/08	DKB	CONVENTIO N	LEVEL CONVENTION (G2/GZ-GY.8)(GX/G1-G1.2) WELD IN LIEU OF BOLTS KICKERS CONNECTION
	NSHB-052	4/1/08	DB	RNSHB-052	4/19/08	JM	BALLROOM	LEVEL BALLROOM G2.3/GR EAST OF COLUMN DOUBLE ANGLE TO W30X191 BOLT HOLES ARE MISALIGNED.
	NSHB-053	4/4/08	DKB	RNSHB-053	6/19/08	BM	CONVENTIO N	LEVEL: CONVENTION @ GU-GV/G2.7-G3 EL.2207' LOOSE BOLTS PIPE CHASE BOTTOM FLANGE CLIPS
	NSHB-054	4/5/08	DKB	RNSHB-054	8/4/08	BM	P3	LEVEL: P3 EL.2110'-11" GV-GW/6.27-G3 SHANKED BOLTS PIPE CHASE
	NSHB-055	4/5/08	DKB	RNSHB-055	6/5/08	DKB	CASINO	LEVEL: CASINO G5/GM EL.2050' HEX BOLTS PLATE GIRDER NO CERTS OR SKIDMORE RESULTS
	NSHB-056	4/7/08	DKB	RNSHB-056	4/30/08	DKB	CONVENTIO N	G2/G5 G2/GR EL. 2187'-11 3/4" (G2TRUSS) CONVENTION BOTTOM CORD 24 BOLTS NOT COMPLETE
	NSHB-057	4/14/08	JM	RNSHB-057	9/25/08	DB	HIGH ROOF	HIGH ROOF GRID GU-GT/GZ REQUIRES (5) BOLT CONNECTION ONLY 3 PRESENT
	NSHB-058	4/23/08	DKB	RNSHB-058	5/7/08	DKB	HIGH ROOF	LEVEL HIGH ROOF TRUSS G1/GR,G5/GR,G5/GQ,EL.2261'-8" REQUEST FOR CLARIFICATION BOLT TENSION
	NSHB-059	4/23/08	DKB	RNSHB-059	4/28/08	DKB	HIGH ROOF	LEVEL:HIGH ROOF G1/GS,G1/GR,G5/GR,G5/GQ,EL.2261'-8" TRUSS MISSING 2 BOLTS CANNOT BE INSTALLED DUE TO MOMENT PLATE
	NSHB-060	4/29/08	DKB	RNSHB-060	6/13/08	DKB	HIGH ROOF	LEVEL:HIGH ROOF @ G1/GS, EL.2161' DO NOT HAVE TIGHT IRON TRUSS
	NSHB-061	5/30/08	DKB	RNSHB-061	9/26/08	BM	CONVENTIO N	G5/GP,G5/GN EL.2207'-5 1/2" NON CCDDS-BD APPROVED E.O.R. LETTER
	NSHB-062	6/6/08	FB	RNSHB-062	7/1/08	FB	CASINO	G5.1/GF WELD IN LIEU OF BOLTS NO APPROVAL CCDDS-BD
	NSHB-063	6/9/08	BBH	RNSHB-063	10/8/08	BM	CONVENTIO N	LAY DOWN YARD GC/G4 TRUSS CONNECTION HOLE OFFSET 3/4"

Permit #	NCR No	Date	Issued By	Resolution No	Solution Date	Resolution By	Level	Location-Description
07-7220	NSHB-064	6/26/08	BM	RNSHB-064	8/8/08	BM	CASINO	LEVEL CASINO-P1 RAMP @ GB-GK/G4-G5 SLOTTED HOLES BOLTS NOT CENTERED
	NSHB-065	6/26/08	BM	RNSHB-065	8/11/08	BM	RAMP CASINO	LEVEL CASINO RAMP @ G4 & G5/K-C 8-1" PLUG WELD NO APPROVED DETAIL
	NSHB-066	7/1/08	BM	RNSHB-066	7/29/08	BM	HIGH ROOF	LEVEL-HIGH ROOF GK/G1 TRUSS TO COLUMN 4 HOLES NOT DRILLED IN COLUMN
	NSHB-067	7/8/08	BM	RNSHB-067	7/25/08	BM	CONVENTION N	LEVEL-CONVENTION GM/G1 TRUSS TO COLUMN 2 HOLES NOT DRILLED IN COLUMN
	NSHB-068	7/8/08	BM	RNSHB-068	9/4/08	BM	P2	LEVEL-P2 GL/G5 CONTRACT WELDED ON & AROUND SNAPPED BOLTS
	NSHB-069	7/15/08	DB	RNSHB-069	7/25/08	DB	CONVENTION N	LEVEL-CONVENTION G5/GM TOP CHORD TRUSS COLUMN CONNECTION
	NSHB-070	7/16/08	FB	RNSHB-070	8/7/08	BM	P4	LEVEL-P4 GJ/G1 GOUGE UNDER HEAD OF BOLT
	NSHB-071	7/16/08	FB	RNSHB-071	8/7/08	DB	P4	LEVEL-P4 GJ/G1 CORBEL SEAT WELD IN LIEU OF BOLTS
	NSHB-072	7/16/08	BM	RNSHB-072	8/7/08	BM	BETWEEN CASINO & P1	LEVEL-BETWEEN CASINO & P1 @ GH/G1 EL.2064'-0" GAP IN SPLICE PLATE
	NSHB-073	7/18/08	FB	RNSHB-073	8/7/08	BM	P1	LEVEL-P1 @ G2/GX.9 & W & G1/X.5 DOUBLE TEE BRACE WELD IN LIEU OF BOLTS
	NSHB-074	7/21/08	BM	RNSHB-074	7/29/08	BM	HIGH ROOF	LEVEL-HIGH ROOF @ GQ/G1 EL.2261'-8" TOP TO HOLE NOT PUNCHED IN COLUMN
	NSHB-075	7/23/08	DB	RNSHB-075	9/20/08	BM	P1	LEVEL-1 @ G6/GC.8 GAP BETWEEN THE BOTTOM FLANGE & 1 1/4" THICK SPLICE PLATE
	NSHB-076	7/25/08	BM	RNSHB-076	7/30/08	BM	P3-P4	LEVEL-P3 TO P4 @ G2/GJ EL. 2115'-11" COLUMN SPLICE HAS GAP IN THE FAYING SURFACES

Permit #	NCR No	Date	Issued By	Resolution By	Resolution Date	Resolution By	Level	Location Description
07-7220	NSHB-077	7/28/08	DB	RNSHB-077	9/12/08	BM	CONVENTION	LEVEL-CONVENTION BOTTOM TRUSS CHORD @ G1/GL-2 MISSING BOLTS AT WEB BEAM SPLICE
	NSHB-078	8/1/08	FB	RNSHB-078	8/7/08	BM	INTERM VALET RAMP	RAMP @ GR/G2 WELD IN LIEU OF BOLTS
	NSHB-079	7/31/08	BM	RNSHB-079	9/2/08	BM	BALLROOM	BALLROOM @ GF-GG/G5.7 EL. 2161'-5 1/2" 5 & 6 7/8 A325 BOLTS IN LIEU OF 1 1/8" Ø A490'S
	NSHB-080	8/1/08	DB	RNSHB-080	9/27/08	BM	1	LEVEL-1 G6/GC.8 BEAM SPLICE BOTTOM FLANGE CLASS A SURFACE NOT ACHIEVED
	NSHB-081	8/4/08	FB	RNSHB-081	9/3/08	FB	CASINO TO P1 RAMP	RAMP GF & GS/G4 & G5 WRONG BOLTS
	NSHB-082	8/4/08	FB	RNSHB-082	9/25/08	BM	P6	LEVEL-P6 GY.7/G1 BOLTS TOO SHORT
	NSHB-083	8/4/08	FB	RNSHB-083	8/27/08	FB	P1	LEVEL-P1 GR.5/G2 & 3 WELD IN LIEU OF BOLTS
	NSHB-084	8/5/08	BM	RNSHB-084	11/21/08	FB	BALLROOM	LEVEL-BALLROOM IMPROPER STORAGE OF BOLTS
	NSHB-085	8/11/08	BM	RNSHB-085	9/9/08	BM	CASINO-P1	LEVEL-CASINO.P1 @ GF/G4 EL.2056'-0" NO APPROVED DETAIL FOR THE PLUG WELDING OF HOLES
	NSHB-086	8/14/08	BM	RNSHB-086	9/10/08	BM	P1	LEVEL-P1 GF/G3 EL.2087'-5" NORTH SIDE OF BRACE 1 1/4" EDGE DISTANCE FOR 1 1/8" Ø BOLTS
	NSHB-087	8/14/08	BM	RNSHB-087	9/11/08	BM	CASINO	LEVEL-CASINO @ GF/G3.4 MISALIGNED HOLES 1/8" Ø BOLTS TOP BOLTS NORTH SIDE OF BRACE
	NSHB-088	8/15/08	BM	RNSHB-088	9/23/08	BM	HIGH ROOF	LEVEL-HIGH ROOF GQ.6/G5 EL.2253'-4" CONTRACTOR DIDN'T INSTALL THE 1/2" PLATE WITH THE 7/8" BOLTS
	NSHB-089	8/16/08	DB	RNSHB-089	9/5/08	DB	BALLROOM	LEVEL-BALLROOM G6/GB.8 CLASS A FAYING SURFACE NOT ACHIEVED

Permit #	NGR No.	Date	Issued By	Resolution No.	Solution Date	Resolution By	Level	Location Description
07-7220	NSHB-090	8/17/08	DB	RNSHB-090	9/8/08	DB	BALLROOM	LEVEL-BALLROOM G5/GB 11 ROW 7/8" Ø CONNECTION 251K SHOULD BE 259K
	NSHB-091	8/17/08	DB	RNSHB-091	9/8/08	DB	BALLROOM	LEVEL-BALLROOM G5/GB.3 10 ROW 1 1/8" Ø CONNECTION 369.8K SHOULD BE 443K
	NSHB-092	8/20/08	BM	RNSHB-092	9/4/08	BM	CONVENTION	LEVEL-CONVENTION GG/G1 EL.2206'-4 1/4" GAPS IN THE BOLTS HEAD TO COLUMN FLANGE CONVENTION TRUSS
	NSHB-093	8/20/08	BM	RNSHB-093	9/9/08	BM	BALLROOM	LEVEL-BALLROOM GA.5/G5 HOLES NOT PUNCHED IN W14X426 EL.2161'-5 1/2" COLUMN
	NSHB-094	8/25/08	BM	RNSHB-094	9/10/08	BM	P1	LEVEL-P1 GE/G2 EL.2087'-5" WELDS & PREHEAT ON BOLTS 1 1/8" Ø A490
	NSHB-095	8/25/08	DB	RNSHB-095	9/10/08	BM	P1	LEVEL-P1 G4/GE EXCESSIVE HEAT APPLIED AT BOLTS
	NSHB-096	8/27/08	DB				P1	LEVEL-P1 G4/GC WELD IN LIEU OF BOLTING 1 SIDE ONLY
	NSHB-097	8/29/08	BM	RNSHB-097	9/26/08	BM	LOW-HIGH ROOF	LEVELS-LOW & HIGH ROOF GW-GZ/G0.4-G1, GZ/G0.5-G6 & GW-GZ/G6 EL.2241'-10" - 2263'-6" WORK ABANDONED
	NSHB-098	9/3/08	BM	RNSHB-098	9/23/08	BM	HIGH ROOF	LEVEL-HIGH ROOF GU-GN/G5 EL.2253'-4"-2276'-6" WIND GIRTS NOT FINISHED
	NSHB-099	9/10/08	KC	RNSHB-099	11/20/08	BM	CASINO	LEVEL-BETWEEN CASINO & P1 GA TO GP.1 BOLTING OF WIND GIRT.
	NSHB-100	9/12/08	BM	RNSHB-100	11/21/08	FB	ALL LEVELS	LEVEL-ALL LEVELS IMPROPER BOLT STORAGE
	NSHB-101	9/16/08	BM	RNSHB-101	11/3/08	BM	P1	LEVEL-P1 G4/GA.5 NOT ENOUGH BEARING ON GIRDER SEAT EL.2087'-5"
	NSHB-102	9/19/08	BM	RNSHB-102	9/27/08	BM	P2 & P5	LEVEL-P2 & P5 EL.2099'-5"-2133'-11" GF/G2.8-G3.2 THIN WASHERS IN LEIU OF THICK WASHERS ON BRACE

Permit #	NCR No.	Date	Issued By	Resolution No.	Resolution Date	Resolution By	Level	Location-Description
07-7220	NSHB-103	9/26/08	BM	RNSHB-103	10/3/08	BM	CONVENTIO N	LEVEL-CONVENTION CN/G5 MISSING BOLTS ON 1ST AND 10TH. ROW OF TRUSS TO COLUMN AT EL.2207'-5 1/2" TOP CHORD
	NSHB-104	10/7/08	DB	RNSHB-104	11/21/08	BM	CONVENTIO N BOTTOM CHORD	LEVEL-CONVENTION BOTTOM CHORD G6/GF SOUTH SIDE EL. 2174'-4", G6/GH NORTH SIDE EL.2189'-4", G6/GG NORTH & SOUTH SIDE EL.2189'-4" & G6/GF SOUTH SIDE EL.2189'-4"
	NSHB-105	10/6/08	BM	RNSHB-105	10/16/08	BM	CONVENTIO N BOTTOM CHORD	LEVEL-CONVENTION BOTTOM CHORD GN & GP/G6 EL.2174'-4" LOOSE BOLTS AT WIND GIRTS
	NSHB-106	10/10/08	BM	RNSHB-106	10/22/08	BM	P1	LEVEL-P2 GY.5/G6 EL.2072'-5" TOP CONNECTION OF WIND GIRT
	NSHB-107	10/22/08	BM				P1	SLOTTED HOLES P1 STAIR LANDING GA-GA.5/G3-G4 EL.2072'-0"
	NSHB-108	10/24/08	FB	RNSHB-108	11/5/08	FB	CONVENTIO N	GC/G2 & G5 WELD IN LIEU OF BOLTS
	NSHB-109	10/28/08	FB	RNSHB-109	11/10/08	FB	P1	G3/GC-GE EL.2087'-5" ANGLE BRACES MISSING & LOOSE BOLTS FIREPROOFED
	NSHB-110	11/1/08	BM	RNSHB-110	11/13/08	BM	P1	GA.5/G2 GS2.1.05A EL.2087'-5" P1 MISSING BOLTS & BOLTS FULLY TENSIONED IN FINGER TIGHT CONNECTION
	NSHB-111	11/18/08	DB	RNSHB-111	12/18/08	BM	P6	G5/GY.7 EL.2145'-5" FLAME CUT HOLE AT HSS GUIDE RAIL
	NSHB-112	11/19/08	DB	RNSHB-112	12/1/08	DB	BALLROOM	G5/GY.5-GZ EL.2161'-5 1/2" ELEVATOR HSS TO CONNECTION PLATES SUP CONNECTION HAS 4 BOLTS IN LIEU OF 2 THRU BOLTS
	NSHB-113	11/21/08	BM	RNSHB-113	11/26/08	BM	BALLROOM	GA-GZ/G5-G6 OVER HEAD DOOR SUPPORT BOLTS FULLY TENSIONED SUPPOSED TO BE FINGER TIGHT
	NSHB-114	11/21/08	BM	RNSHB-114	12/1/08	BM	CONVENTIO N	GA.5-GZ/G5-G6 OVER HEAD DOOR SUPPORTS BOLTS FULLY TENSIONED NOT FINGER TIGHT
	NSHB-115	12/6/08	BM	RNSHB-115	12/15/08	BM	VALET	GL/G3.3 GS2.1.02E THERMAL CUT SLOTS VALET E.2045'-1"

Permit #	NCR No	Date	Issued By	Resolution No	Solution Date	Resolution By	Level	Location Description
07-7220	NSHB-116	12/8/08	DB	RNSHB-116	12/19/08	DB	P1	G0.5/GA DOUBLE ANGLE WELD IN LIEU OF 1 ANGLE & BOLTED OTHER
	NSHB-117	12/15/08	BM	RNSHB-117	12/17/08	BM	CASINO	7 LINE GG/G7 5 IN LIEU OF 6 7/8 325'S EL.2070'-0"
	NSHB-118	12/15/08	BM	RNSHB-118	12/17/08	BM	CASINO	GK.2 & GK.8/G7 7 LINE ANGLE MISSING 3 BOLTS EL.2070'-0"
	NSHB-119	12/22/08	BM				HIGH ROOF	GS2.1.16B EL.2258'-4 1/2" GA.3-GA.5/G4.8-G5 STANDARD HOLES IN LIEU OF SLOTTED FOR ELEVATRO GUIDE RAILS
	NSHB-120							
	NSHB-121							
	NSHB-122							
	NSHB-123							
	NSHB-124							
	NSHB-125							
	NSHB-126							
	NSHB-127							
	NSHB-128							

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Owen - CE

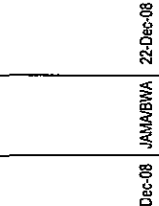
Turnberry West Job # 10500

QA AGENCY NCR NO.	DATE	PERMIT NO.	AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED	NCR FORWARDED			NCR RETURNED		CCBD - PLANS CHECK		BALL IN COURT
						BY	TO	DATE	From	Date	ISSUED	APPROVED	
NCR-CE-19	1/8/08	07-11015	Epoxy of Horizontal Bars for Tie Beam from PC103 to PC104	Need Engineer RFI and Approval for Epoxy of Horizontally placed #8 Deformed Bars for Tie Beam @ above noted location. Also Need CCBD Approval & Stamp of Engineers RFI. Special Inspection Report CE-18	Century Steel	RL	BWA	1/15/08	BWA/JAMA	18-Aug-08	8/20/2008	APPROVED	Owens
	1/11/08	07-11015	Epoxy of Horizontal Bars from Plaster to Vertical wall for Fire Tank S.6 to S.5	Need Engineer RFI and approval for Epoxy of Horizontally place #5 deformed bars to vertical wall @ above noted location. Also need CCBD Approval & Stamp of Engineers RFI. Special Inspection Report CE-19	Century Steel	RL	BWA	1/15/08	BWA/JAMA	6-Aug-08			
NCR-CE-31	9/29/08	07-11015	Epoxy, South Wall (south side of wall) @ approx. PTH.3 to PTK.5 / PTL	Contractor drilled and epoxied approx. (160) #5 horiz. Dowels @ above location. Holes had 10" embedment. Holes brushed and blown free of debris. Used Hilli RE-500 w/ exp. 12/08. Detail PSK-441B		LEM		9/29/08			10/13/2008	APPROVED	Owens
NCR-CE-32	10/15/08	07-11015	Elevator Slab Fig. @ PAD.3 / PA3.2	Contractor drilled and epoxied (18) #5 horizontal done @ 16" oc (9) top (9) bottom for fig. Extension. Holes had 10" embedment and were blown and brushed free of debris. Contractor used Hilli re-500, exp date 12/09.		LEM	BWA	10/24/08					
NCR-CE-33	12/1/08	07-11015	Air Shaft Alteration @ approx PAB.7/PA7.5	Contractor drilled and epoxied #6 dowels at above location. Hole embedment / depth varied. Holes were blown and brushed free of debris. Contractor used Hilli re-500 w/ exp date 12/09 work done per PSK 564.J,K (see attached)		LEM	BWA	12/4/08					

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Owen - CR
Turnberry West Job # 10500

QA AGENCY NCR NO.	DATE	PERMIT NO.	AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED	NCR FORWARDED			NCR RETURNED		CCBD - PLANS CHECK		BALL IN COURT
						BY	TO	DATE	From	Date	ISSUED	APPROVED	
NCR-CR-28		07-11015	Air tunnel lid @ approx. PAF to PAF 2/9.2 to 9.5	At above noted area inspected there are no slab dowels in place for the wall to tunnel lid connection per detail 3/PS6.07. Need engineer to address and CCBD approval to clear this NCR. Reference PS2.1.01K, PS6.07/Detail 3	Colasanti/Century steel	RL	BWA	11-Dec-07	BWA/JAMA	1-Aug-08			
		07-11015	Air shaft walls at approx. PAF/9.7	At the above noted area there are no slab dowels placed for slab connection per Detail 2/ PS6.07. Need Engineer to address and CCBD approval to clear this NCR. Ref. PS2.1.01k, Detail 2/PS6.07	Century Steel	RL	BWA	19-Dec-07	BWA/JAMA	25-Aug-08			
NCR-CR-34		07-11015	Wall fig at 14.5 to 15/E.8 to F	Contractor placed wall footing at above location footing steel consisted of (4) #6 cont. w/ #6 at 14" oc transverse (fig. Per type CF-4). Also had vertical steel consisting of #5 vert 2 14" oc. (placed per detail 3/PS6.04). Plan show wall at above area (see attached) but there is nothing that states type of footing to be placed or wall type.		RL	BWA	22-Feb-08	BWA/JAMA	1.) 8/22/2008 2.) 10/03/09	9/6/2008 2.) 10/13/08	1.) R&R 2.) Approved	Owens
		07-11015	Wall at 14.5 to 15/E.8 to F (See attached)	Contractor placed wall at above location. Steel consisted of #5 verts at 14" oc w/ #5 horizontal at 15" oc. Wall built per detail 3/6.04 (see attached). Plans show wall at above location but there is no reference to type of wall to be placed.		RL	BWA	28-Feb-08	JAMA/BWA	1.) 8/1/2008 2.) 8/22/08	9/5/2008	R&R	
NCR-CR-39		07-11015	South Wall @ approx. PTH.3 to PTK.5/PTL, Reinforcement	Contractor placed reinforcement consisting of #5 vert. 18 and #5 horiz. @ 18" at above area per PSK 441 B (see attached), PSK-441B not part of approved plans. Need Engineer/CCBD Approval		LEM	1-Oct					APPROVED	Owens
NCR-CR-40		07-11015	Air Shaft Extension @ approx PAB.7/PAT.5, Reinforcement	Air shaft @ above has been extended per PSK 564 J, K. Steel consisted of #6 vert/horiz. @ 12" oc. Steel placed per PSK 564 J,K.	Turnberry	LEM	BWA	4-Dec-08					

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 Azitech -NSHB
 Turnberry West Job # 10500

NO.	QA AGENCY NCR		AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED	NCR FORWARDED		NCR RETURNED		CCBD - PLANS CHECK ISSUED / APPROVED	BALL IN COURT	
	PSK #	DATE				BY	TO DATE	From	Date			
NSHB-032		29-Aug-08	Level 5, Grid: PT B.9 @ PT T3 to PT T4, Elevation: 2106'	<p>Sheets: PS2.1.05S, Level: 5, Elevation: 2106', Locations: on PT B.9 @ PT T3 to PT T4, Reference: SHB-216, Details: 13/SA.22, 164/PSA.32, G.2.16F on PS1.0.2. This report is written in reference to work done per report #SHB-276 dated: 8-28-08. At this time, there has been no SKidmore testing done for A490 1 1/2" dia. bolts installed in any Brace Frames. This NCR can be cleared by E.O.R. acceptance & CCDDSS-SD approval</p> <p>Derr</p>		LEM	BWA	10-Dec-08	JAMABWA	22-Dec-08		Azitech
NSHB-035		10-Dec-08	Level: 11, Grid: PT 3.2 to PT B.9, Elevation: 2146'	<p>Sheet: PS2.1.11S, Level: 11, Elevation: 2146', Locations: On Grid Point PT 3.2 to PT B.9, Reference: SHB-276, Details: 1-9, 11/PS8.20. At this time there is a 1/4" gap at the steered beam to beam connection. The gap is visible at the east side of web, due to improper angle of shop weld. This NCR can be cleared by remove & repair of angle shear clip, or E.O.R acceptance and CCDDSS-SD approval.</p> <p>Derr</p>								

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 Aztech NCR
 Turnberry West Job # 10500

QA AGENCY NCR NO.	NCR DATE	PERMIT NO.	AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED	NCR FORWARDED		NCR RETURNED		CCBD - PLANS CHECK ISSUED	APPROVED	BALL IN COURT
						BY	TO	DATE	FROM				DATE
	24-Aug-07	07-11015		Reference JAMA sheets PS3.02 & 3A, 3B, 3C, 3D/PS4.03, 7/PS6.03 regarding corner reinforcing in walls, contractor has deviated from approved drawings, and placed corner reinforcing per century steel shop drawings SHT FND3 dated 8/6/07. Reference pages 2-5 for in field conditions. J level dock area H core #3 PC136 within gridlines PA4.2-PA5.4/PAC.4-PAD.4	Reinforcing Steel	LS	BWA	27-Aug-07	JAMA/BWA 1.) 12/19/2007 2.) 8/1/08			
	28-Sep-07	07-21582	Core #9	Core #9 Grids 14.6-15/PT G.3-PTK Elevation 2059'-3" to 2073'-4 1/2". Contractor is not placing additional steel into Jambs as detailed on Elevation drawings (sheet S4.09) -Detail 16/S6.23. The 8-#14 verticals are on both sides but no additional as detailed as 'typical' at elevation 2161'-4 1/2". Also, Contractor placed Reinforcing into linel at N. Wall per 16/S6.27 as shown. Contractor is utilizing the As-built condition for Jambs & Linels as typical reinforcing at all core walls where openings exist. Need Clarification.	Resteel	RL	BWA	3-Oct-07	JAMA/BWA 23-Aug-08		Approved	Owens
	22-Oct-07	07-21582	#6 formsaver dowels at Core #9 PTG.3 PTH.2.5/PT14.6-PT15 el. 2099'- 4 1/2" to 2110'-10 1/2" u	Contractor installed #6 formsaver dowels at Core #9 PTG.3-PTH.2.5/PT14.6-PT15 el. 2099'- 4 1/2" to 2110'-10 1/2" using dowels with "2" tails in lieu of 48" tails as detailed for interior 10" slab on 17/S6.23 and 18" tails as detailed for exterior 7 1/2" slab on 11/S6.21	Colasanti	LS	BWA	23-Oct-07	JAMA/BWA 16-Jul-08	7/25/2008	APPROVED	Owens
NCR-025	12-May-08	07-21582	Level 2 Valet, Area G, Grid: 14.5-15/E.8-F, Elevation: -2041' 0"	Contractor has placed reinforcing steel in an 8" vehicle barrier wall per detail PS6.04 (3) in lieu of detail PS6.05 (1) & (2) on Level 2 Valet Area G, Elev. +2841' 0". Grids 14.5-15/E.8-F, Sheet: PS2.102G. Need engineer stamped RFI & CCDDS-8D approval & stamp. Ref. CR-123, CC-125. Ref. NCR-CR-36 (Owens Geotech). See attached for location	Pacific Coast	LEM	BWA	12-Nov-08				
NCR-027	23-Oct-08	07-21582	Level 8, Grids: PAA-P / PA1 - PA10.5, Elevation: 2119' 0"	The contractor placed ASTM A 615 Grade 60 deformed bars; #5 added steel 12" O-C and #6 added steel in each flute per detail PS6.45/17 Rev 11 CCDDS-8D unapproved plans for S.O.M.D. Level 8 Lower Pool Deck; PS2.103 A.E., J.P.P. and S. Grids: PAA-P / PA1 - PA10.5, Elev. 2119'0" Ref Report CR-200. CR-203. Rev 11 are CCDDS-8D unapproved plans	Pacific Coast	LEM	BWA	30-Oct-08				
NCR-028	3-Dec-08	07-21582	Level 5 Retail, Grid: 11.4-14/L-L.5, Elevation: 2086' - 6" - 2088' - 0"	The contractor placed ASTM A 615 Grade 60 deformed bars; for curb and slab extension per detail PSK 569 C with no engineer stamp or CCDDS-8D approved stamp on Level 5 Retail (Hospitality Garden). Sheets: PS2.105S, T Grids: 11.4-14/L-L.5, Elevation: 2086' - 6" - 2088' - 0". Ref Report CR-227	Pacific Coast	LEM	BWA	4-Dec-08				

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 Aztech - NSW
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NO.	QA AGENCY NCR		PERMIT NO.	AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED			NCR FORWARDED			NCR RETURNED		CCBD - PLANS CHECK		BALL IN COURT
	PSK #	DATE				BY	TO	DATE	FROM	DATE	ISSUED	APPROVED				
NSW-028		1/29/08	07-21582	Level 15, location: F.7/14.5 to F.7/14.6 and F.7 to F.85, elevation 2231'-5 1/2"	References: (A) Sheet PS2.1.15G - SS, SW-402 (dated 01/19/08) (2) Level 15, Location F.7/14.5 to F.7/14.6 and F.7 to F.85, Elevation 2231'-5 1/2". The shear plate that is welded to the web of the W36x256 on F.7 for the W12 x14 near 14.5 is in the protected zone of the beam and also welded under the bottom of the flange. Refer to the attached photograph for additional information.	W&W	RL	BWA	1/30/08	JAMA/BWA	1/14/07 2/1/08 8/25/08 3.) 8/25/08 4.) 11/14/07	2/14/2008	R & R			
NSW-089		4/7/08	07-21582	Level 2 Grids 9.9H.2 skewed shear tab to column flange	Reference PS2.1.02K, PS6.2 and Response to NCR-NSW-004, PSK 108. Contractor installed skewed shear tab to column flange at grid line 9.9H.2m Level 02 without a (NO SUGGESTIONS) approved drawing detail. Please see page 2 for as built condition. It is requested that a clarification of the provisions cited in reference C be rendered to find out if they are applicable to this particular condition.	Deir	LEM	BWA	4/8/08	BWA/JAMA	17-Apr-08	4/18/2008	Approved			
NSW-132		7/11/08		Level 03, PAC-4-PAG-8/PA2.9, elevation 2069'-0"	Detail 15/PS6.31 requires the installation of 4 x 3 x 3/8 angle at the beam flange for deck bearing. While this angle has not been installed, it appears that this detail is a mis print, as deck runs parallel with the beam rather than perpendicular to the beam as shown in the detail. Please indicate if detail 15/PS6.31 is required at this location.	W&W	LS	BWA	7/15/08	JAMA/BWA	1.) 8/1/2008 2.) 9/17/08	1.) 8/6/2008 2.) 9/24/08	APPROVED Twice			Aztech
NSW-135		7/12/08		Level 13, elevation 2185'-5 1/2", PTB.9/PT4 to PTG/PT8	Reference sheet PS2.1.13 Y, Z, Location PTG/PT4 to PTG/PT8, Elevation 2185'-5 1/2", Level 13, SW1345, W&W Steel/AFCO, Drawing Numbers E2211A, E2210A, E2208A. The contractor is in the process of installing CJP welds at the top and bottom chord field splices on Truss T13 and Truss T12 as referenced on W&W drawings number E2208A (dated 3/14/08, detail 1, however the CCDD5-BD approved plans do not illustrate the connection (field splice).	W&W	LS	BWA	7/15/08							
NSW-146		8/6/08	07-21582	Level 13 Elev. 2185'-5 1/2" Grids: PTB.9/PT4 to PTB.9/PT8	The root opening at the splice of the top chord of the T10 Truss exceeds the maximum requirement per AWS Code D1.1, figure 3.4 for a B-U4a-CF prequalified weld joint. 2.) the W&W steel drawings number E2208A, has not been CCDD5-BD approved, the prequalified weld referenced above is illustrated on this drawing. (Refer to NSW 135 3.) There is no approved butting procedure (WPS) for welding this type of weld joint. requires the review and approval to the engineer of Record and CCDD5-BD. Refer to the attached copies for additional information.	Deir	LEM									

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NSW-202	9/23/08	07-21582	Level: 14, Grid: J16 to J9/14.4 to 14.6, Elevation: 2207' - 5 1/2"	<p>References: PS2.1.14M, Detail: No CCDDS-BD Approved Detail AWS Code: D1.1, Location: J.8 to J.9/14.4 to 14.6, Level: 14, Elevation: 2207' - 5 1/2", SW-1820. In the location referenced above C6 has been welded to the web and top of flange of the W18x26 at the south side of the floor penetration. This is also a C6 that has been welded to the web and top flanges W16x26 (with nominal 3/16" fillet welds) at the east side of the penetration the south end of that C6 is welded to the C6 that runs north and south with PJP welds. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.</p>	Reliable	LEM	BWA	9/25/08													
NSW-203	9/23/08	07-21582	Level: 5, Grid: PAE.2-PAF, PA1.2-PA2.3, Elevation: 2087'	<p>References: Sheet PS2.1.05P, Detail: 5P56.31, Location: Gridlines: PAE.2-PAF, PA1.2-PA2.3, Level 5, Elevation: 2087', Code: AWS D1.1. The approved detail calls for 3/8" max width on bent plate (44" in field). Under side bracing 2x2x3/8 not to stiffen on beam and not to 3/8" pl outer edge. Spacing at required 7'6" oc. Acceptance pending EOR/CCDDS-BD review</p>	EIDS	LEM	BWA	9/24/08													
NSW-212	10/8/08	07-21582	Level: 3, Grid: PTD.1 - PTH.3/P72 to P73, Elevation: Approximately 2080'	<p>References: Structural: PS2.1.03Y, Details: 1, 2/P56.20, 11/P56.20, Location: Level: 3, Grid: PTD.1 - PTH.3/P72 to P73, Elevation: Approximately 2080'. Welding performed without inspection, required preheat of columns per AWS D1.1. See inspection report SW 1984. NCR will be cleared upon review and approval from Engineer of Record and CCDDS-BD</p>	Reliable	LEM	BWA	10/14/08	JAMA/BWA	5-Nov-08											
NSW-216	10/9/08	07-21582	Level: 8, Grid: PAH.5 to PAH.9/PA5.8 to PA5.9, Elevation: 2118' - 6"	<p>References: PS2.1.08R, Detail: No Approved Detail, AWS Code D1.1, Location: PAH.5 to PAH.9/PA5.8 to PA5.9, Level: 08, Elevation: 2118' - 6". The (4)-W40x237 escalator stringers have been installed and attached to the 6" shear plate that is welded to the web, top and bottom flanges of the W33x118-WT12x38 in the location referenced above. The CCDDS-BD approved drawings do not illustrate details for the connections. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information</p>	Defr	LEM	BWA	10/14/08													
NSW-217	10/9/08	07-21582	Level: 8, Grid: PAH.5 to PAH.9/PA5.8 to PA5.9, Elevation: 2118' - 6"	<p>References: PS2.1.08R, Detail: No Approved Detail, AWS Code D1.1, Location: PAH.5 to PAH.9/PA5.8 to PA5.9, Level: 08, Elevation: 2118' - 6". The WT 12x38 has been welded to the W33x118 in the location referenced above. The CCDDS-BD approved drawings do not illustrate a detail for this connection. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.</p>	Reliable	LEM	BWA	10/14/08	JAMA/BWA	19-Nov-08	12/12/2008	Approved									Aztech


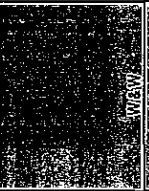

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NSW-220	10/10/08	07-21582	Level: 9, Grid: K.6/11.4, Elevation: 2127' - 0"	<p>References: PS2.1.09S, Detail: No Approved Detail, AWS Code D1.1, Location: Level: 9, Grid: K.6/11.4, Elevation: 2127' - 0" SW-1992. The 3/4" W14x43 column base plate in the referenced location has been welded to the top flanges of the W33x118 and on top of the 3/16" bent plate. The 3/16" bent plate is also welded to the top flange of the W33x118 and has been attached to the top flange of the W12x40 with nominal 3/16" overhead fillet welds. This requires the review and approval of the Engineer of Record and CCDDSS-BD. Refer to the attached copies for additional information.</p>	Reliable	LEM	BWA	10/14/08											
NSW-224	10/15/08	07-21582	Level: 9, area R, Grid: PAH.6/P.6A, Elevation: 2127' - 0"	<p>References: Structural: PS2.1.09R, Detail: 11/PS6.20, Code: AWS D1.1, Location: Level: 9, area R, Grid: PAH.6/P.6A, Elevation: 2127' - 0". W40x249 to column connection was installed with a single 6"x4"x5/8" angle clip. 11/PS6.20 calls for double angle clips. (see attached sketch) Acceptance pending EOR/CCDDSS-BD review</p>	Defr	LEM	BWA	10/21/08											
NSW-227	10/28/08	07-21582	Level: 7, Grid: H.7/11.4, Elevation: 2108' - 4 1/2"	<p>References: PS2.1.07K, Detail: 18/PS6.28, AWS Code D1.1, Location: H.7/11.4, Level: 7, Elevation: 2108' - 4 1/2", SW-2077. The HSS66x1/4" column cap plate has been welded to the bottom flange of the W24x76. In lieu of bolting with a nominal 3/16" to 3/8" edge & lap weld. (Two bolts are installed on the south side of the connection). This requires the review and approval of the Engineer of Record and CCDDSS-BD. Refer to the attached copies for additional information</p>	Defr	LEM	BWA	10/30/08											
NSW-228	10/28/08	07-21582	Level: 7, Grid: PTF/P.T8, Elevation: 2108' - 4 1/2"	<p>References: PS2.1.07Z, Detail: 6/PS6.20, PSK-110, AWS Code D1.1, Location: PTF/P.T8, Level: 7, Elevation: 2108' - 4 1/2" SW-2080. The north end of the W14x26 that was previously attached to the W14x193 column at Elevation 2102' - 6 1/2" (design), has been removed from the column and a 1/2" shear plate has been attached to the column with nominal 3/8" fillet welds. 3/8" fillet welds have also been installed on three sides of the 1/2" shear plate in lieu of bolting at Elevation 2108' - 4 1/2" (as built). This requires the review and approval of the Engineer of Record and CCDDSS-BD. Refer to the attached copies for additional information</p>	Defr	LEM	BWA	10/30/08											
NSW-229	10/28/08	07-21582	Level: 9, Grid: PTF/P.T8, Elevation: 2127' - 10 1/2"	<p>References: PS2.1.09Z, Detail: 6/PS6.20, PSK-110, AWS Code D1.1, Location: PTF/P.T8, Level: 9, Elevation: 2127' - 10 1/2" SW-2081. The north end of the W14x26 that was previously attached to the W14x193 column at Elevation 2118' - 6 1/2" (design), has been removed from the column and a 1/2" shear plate has been attached to the column with nominal 3/8" fillet welds. 3/8" fillet welds have also been installed on three sides of the 1/2" shear plate in lieu of bolting at Elevation 2127' - 10 1/2" (as built). This requires the review and approval of the Engineer of Record and CCDDSS-BD. Refer to the attached copies for additional information</p>	Defr	LEM	BWA	10/30/08											

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NSW-230	11/17/08	07-21582	Level 9 Area P, PAH/PA3.8	Shear plate not installed per approved detail and beam connection schedule. Current condition is a three bolt connection. (see attached sketch)					JAMA/BWA	5-Dec-08	12/8/2008	Approved		
NSW-232	11/17/08	07-21582	Level 12 Area T, PTD to PTE/PT10 to PT11, Elevation: 2163' - 0"	References: PS2.1.12T, Detail: 12 & 14/PS6.31, 20/PS6.21, 43 & 44/PS4.28, AWS Code D1.1, Location: PTD to PTE/PT10 to PT11, Elevation: 2163' - 0". Elevator structural steel framing. The 1/2" base plate that the HSS8x8x5/8" is attached to, has been welded to the top of the W14x30 and this 1/4" plate that is spliced to the top flange of the W14x30. The CCDD5-BD approved plans do not illustrate this connection. Refer to the attached copies for additional information.	Deir	LEM	BWA	11/10/08						
NSW-236	11/17/08	07-21582	Area K level 5, PAH/PA9	The 1/2" plate that has been shop welded to the existing W14x730+plate column is positioned on the south exterior surface of the T15 Truss instead of to the inside surface of the truss as illustrated on the referenced detail. Nominal 1" 1/8" multi-pass fillet welds have been installed to attached 1" 1/4" plate to the T15 Truss. This requires the review and the approval of the Engineer of Record and CCDD5-BD. Refer to the attached copies for additional information.	Deir	LEM	BWA	11/20/08						
NSW-239	11/17/08	07-21582	Area P Level 9, PAF/PA3.7	Shear plate installed with out approved detail, (see attached sketch)	Deir	LEM	BWA	11/13/08						
NSW-242	11/19/08	07-21582	Level: 9, area J, Grid: PAF/PA6, Elevation: 2127' - 0"	References: Structural PS2.1.09J SW-2218, Detail: None, Code: AWS D1.1, Location: Level 9, area J, Grid: PAF/PA6, Elevation: 2127' - 0" welds on carried column base plate installed without approved detail (see attached sketch) Acceptance pending EOR/CCDD5-BD review	Deir	LEM	BWA	11/21/08	JAMA/BWA	3-Dec-08	12/8/2008	Approved		
NSW-243	11/19/08	07-21582	Level: 9, area J, Grid: PAE/7/PA6.3, Elevation: 2127' - 0"	References: Structural PS2.1.09J SW-2219, Detail: None, Code: AWS D1.1, Location: Level 9, area J, Grid: PAE/7/PA6.3, Elevation: 2127' - 0" welds on carried column base plate installed without approved detail (see attached sketch) Acceptance pending EOR/CCDD5-BD review	Deir	LEM	BWA	11/21/08	JAMA/BWA	4-Dec-08	12/8/2008	Approved		
NSW-248	11/20/08	07-21582	Level: 9, area J, Grid: PAF/2/PA5.8, Elevation: 2127' - 0"	References: Structural: PS2.1.09J SW-2231, Detail: None, Code: AWS D1.1, Location: Level 9, area J Grid: PAF-2/PA5.8, Elevation: 2127' - 0" welds on carried column base plate installed without approved detail (see attached sketch) Acceptance pending EOR/CCDD5-BD review	Deir	LEM	BWA	11/21/08	JAMA/BWA	3-Dec-08	12/8/2008	Approved		
NSW-250	11/21/08	07-21582	Level: 9, area J, Grid: PAE/1/PA5.9, Elevation: 2127' - 0"	References: Structural: PS2.1.09J SW-2237, Detail: None, Code: AWS D1.1, Location: Level 9, area J Grid: PAE/1/PA5.9, Elevation: 2127' - 0" welds on carried column base plate installed without approved detail (see attached sketch) Acceptance pending EOR/CCDD5-BD review	Deir	LEM	BWA	11/24/08	JAMA/BWA	5-Dec-08	12/8/2008	Approved		

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NSW-252	11/22/08	07-21582	Level: 9, area P, Grid: PAF/PA3.8, Elevation: 2127'-0"	References: Structural: PS2.1.09P, SW-2243, Detail: None, Code: AWS D1.1, Location: Level: 9, area P, Grid: PAF/PA3.8, Elevation: 2127'-0" welds on carried column base plate installed without approved detail (see attached sketch) Acceptance pending EOR/CCDDS-BD review.	Derr	LEM	BWA	11/24/08	JAN/ABWA	5-Dec-08	12/8/2008	Approved			
NSW-253	11/22/08	07-21582	Level: 9, area P, Grid: PAF/PA3.5, Elevation: 2127'-0"	References: Structural: PS2.1.09P, SW-2242, Detail: None, Code: AWS D1.1, Location: Level: 9, area P, Grid: PAF/PA3.5, Elevation: 2127'-0" welds on carried column base plate installed without approved detail (see attached sketch) Acceptance pending EOR/CCDDS-BD review	Derr	LEM	BWA	11/24/08	JAN/ABWA	5-Dec-08	12/8/2008	Approved			
NSW-254	11/24/08	07-21582	Level: 9, area X, Grid: P/6.2, P/6.5, P/6.8, P/7.2, Elevation: 2127'-0"	References: Structural: PS2.1.09X SW-2246, Detail: None, Code: AWS D1.1, Location: Level 9, area X Gridlines: P/6.2, P/6.5, P/6.8, P/7.2, Elevation: 2127'-0" welds on carried column base plate installed without approved detail (see attached sketch) Acceptance pending EOR/CCDDS-BD review	Derr	LEM	BWA	12/2/08			12/12/2008	Approved			
NSW-255	12/1/08	07-21582	Level: 8, Grid: PAH/PA8, Elevation: 2118'-6"	References: PS2.1.08K, Detail: 9/PS6.36, PSK-522, PSK-110, AWS Code D1.1, Location: PAH/PA8, Elevation: 2118'-6", Level: 08 SW-2253. The 16x4x7/8" has been welded to the top chords of the (2) T1 Trusses and also welded in lieu of bolting to P/6.4x18. This requires the review and approval of the Engineer of Record and CCDDS-BD. This is a request for clarification because PSK-110 does not address this type of connection. Refer to the attached copies for additional information.	Derr	LEM	BWA	12/4/08						Aztech	
NSW-256	12/1/08	07-21582	Level: 8, Grid: PAG/PA8, Elevation: 2118'-6"	References: PS2.1.08J, Details: 9/PS6.36, AWS Code D1.1, Location: PAG/PA8, Elevation: 2118'-6", Level: 08 SW-2251. The (2) - 2" T1 Truss base plates have been welded to the W14x73-HP column cap plate with nominal 9/16" multi-pass fillet welds, however, the T1 Truss on the north side of the connection has been welded with a nominal 9/16" multi-pass PJP weld and the south side of the base has been welded with nominal 3/16" multi-pass fillet welds that are approximately 2-inches long off of each side. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Derr	LEM	BWA	12/4/08						Aztech	
NSW-257	11/25/08	07-21582	Level: 5, Grid: PAG/PA10 and K.2/PA9.5, Elevation: 2087'-4 1/2"	References: PS2.1.05K, Detail: No approved detail, AWS Code D1.1, Location: PAG/PA10 and K.2/PA9.5, Elevation: 2087'-4 1/2", Level: 05 SW-2283. The T14 Truss and T15 Truss connection and T14 Truss to W14x550 column connections have been installed per details on W8W Steel/A60 Steel, Sheet Number E2225, dated 9/11/08. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information. NOTE: The detail referenced on Section -D of the attached copy has been approved by the Engineer of Record and CCDDS-BD on PSK-	Derr	LEM	BWA	12/2/08							Aztech

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NSW-258	12/3/08	07-21582	Level: 5, Grid: PAE/PAB, Elevation: 2087' - 2 3/4"	References: PS2.1.05J, Detail: SPS26.26, AWS Code D1.1, Location: PAE/PAB, Elevation: 2087' - 2 3/4", Level: 5. The 1-inch roof opening at the PG44x18 to W14x730 beam-to-column rigid connection exceeds the as-fit-up tolerance as listed on the submitted Weld Procedure Specification (WPS), DG D1.1 FCAW Number 06. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Defr	LEM	BWA	12/9/08	JAMA/BWA	17-Dec-08
NSW-259	12/5/08	07-21582	Level: 9, area R, Grid: PAH.3/PAB, Elevation: 2127' - 0"	References: Structural: PS2.1.09R, SW-2304, Detail: None, Code AWS D1.1, Location: Level: 9, area R, Grid: PAH.3/PAB, Elevation: 2127' - 0" welds on bent shear plates installed without approved detail (see attached sketch) Acceptance pending EOR/CCDDS-BD review	Defr	LEM	BWA	12/9/08	JAMA/BWA	17-Dec-08
NSW-260	12/5/08	07-21582	Level: 9, area R, Grid: PAH.5/PAB, Elevation: 2127' - 0"	References: Structural: PS2.1.09R, SW-2305, Detail: None, Code AWS D1.1, Location: Level: 9, area R, Grid: PAH.5/PAB, Elevation: 2127' - 0" welds on bent shear plates installed without approved detail (see attached sketch) Acceptance pending EOR/CCDDS-BD review	Defr	LEM	BWA	12/9/08	JAMA/BWA	17-Dec-08
NSW-261	12/5/08	07-21582	Level: 5, Grid: PAE/PAB, Elevation: 2087' - 2 3/4"	References: PS2.1.05J, Detail: SPS26.26, AWS Code D1.1, Location: PAE/PAB, Elevation: 2087' - 2 3/4", Level: 5. The PG44x18 to W14x730 beam-to-column rigid connection is in the progress of being welded with a CJP weld with mild steel backer bars, however, the continuity plate on the southwest side of the column in the referenced location is narrower than the width of the column flanges (inside). This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Defr	LEM	BWA	12/9/08	JAMA/BWA	17-Dec-08
NSW-262	12/5/08	07-21582	Level: 3 to 11, Grid: PT E.3 to PT G.3 / PT3.5 to PT4, Elevations: 2059' to 2156'	References: Structural PS2.1.05Y, Details: Pacific Stair Sheets 655-C160, CDL-1514, Code AWS D1.1, Work in progress. Visual inspection of fit-up and welding of stair #160 components at Level 3 to 11. Gridlines: PT E.3 to PT G.3 / PT3.5 to PT4, Elevations: 2059' to 2156'. Finding: Stair #160 was erected and welded without CCDDS-BD approved drawings. See inspection report SW-2318 12-5-08. Review and acceptance of drawings by CCDDS-BD will clear this NCR	Reliable	LEM	BWA	12/9/08	JAMA/BWA	17-Dec-08
NSW-263	12/5/08	07-21582	Level: 11, Grid: G.3 - E.3 / PT3.5 - PT4, Elevation approximately 2157'	References: Structural: PS2.1.05Y, Details: Pacific Stair Drawings 160-SD1, 160-LD1, 160-RD1. Visual inspection of fit-up and welding of stair landing support channels at Levels 11, Gridlines: G.3 - E.3 / PT3.5 - PT4, Elevation approximately 2157'. Findings: The C8 supports for the stair landing support were extended by approximately 5 1/2" at 4 locations. See attached sketch, SW-NSW-263. There are no approved drawings (CCDDS-BD) showing this modification. See inspection report SW-2316. Review and approval of this extension by the Engineer of Record and CCDDS-BD will clear this NCR	Reliable	LEM	BWA	12/9/08	JAMA/BWA	17-Dec-08

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NSW-264	12/5/08	07-21582	Level: 9, Grid: PTE.3/PT4, Elevation: Approximately 2127'	References: Structural: PS2.1.05Y, Details: Pacific Stair Sheets CDL, 160-SD1, 160-LD1, 160-RO1, Code AWS D1.1/Aisc. Visual Inspection of fit-up and welding of 2-C12 landing support members at Levels 9, Gridlines: PTE.3/PT4, Elevation: Approximately 2127'. Findings: The two C12 support members for the stair landing at Level 9 were coped and welded to an existing structural beam without an approved detail. See SK NSW-264 attached, inspection report SW-2318 attached. This NCR will be resolved upon review and acceptance of work performed, by CCDDSD-BD and the Engineer of Record.	Reliable	LEM	BWA	12/9/08							
NSW-265	12/8/08	07-21582	Level: 15, Grid: OTK.5/PT9.9, Elevation: 2208' - 0"	References: PS2.1.15Z, Detail: 3 & 4/PS6.47, AWS Code D1.1, Location: PTK.5/PT9.9, Elevation: 2208' - 0", Level: 15 SW-2334, The 3/8"x13-1/4"x1" - 2" base plate for HSS8x8x5/8" Elevation: Framing has been welded to the top flange of the W27x84 in lieu of bolting with nominal 7/16" fillet welds all the way around. This requires the review and approval of the Engineer of Record and CCDDSD-BD. Refer to the attached copies for additional information.	Derr	LEM	BWA	12/10/08	JANABWA	22-Dec-08					
NSW-266	12/8/08	07-21582	Level: 15, Grid: PTK.5/PT9.9, Elevation: 2208' - 0"	References: PS2.1.15Z, Detail: 3 & 4/PS6.47, AWS Code D1.1, Location: PTK.5/PT9.9, Elevation: 2208' - 0", Level: 15 SW-2334, The 1/2" gusset & stiffener plates and C8x1.75 that are illustrated on the referenced details have not been installed as of this visual review. This requires the review and approval of the Engineer of Record and CCDDSD-BD. Refer to the attached copies for additional information.	Derr	LEM	BWA	12/15/08							
NSW-269	12/11/08	07-21582	Level: 5, area H, Grid: PAD.3/P44, Elevation: 2087' - 2.3/4"	References: Structural: PS2.1.08H, SW-1167, Detail: None, Code: AWS D1.1, Location: Level 5, area H, Gridlines: PAD.3/P44, Elevation: 2087' - 2.3/4". Beam to column rigid connection is missing continuity plates (see attached sketch) Acceptance pending EOR/CCDDSD-BD review.	Derr	LEM	BWA	12/15/08							
NSW-270	12/11/08	07-21582	Level: 9 to 11, Grid: PTK.5 to PTL/PT8.8 to PT9.9, Elevation: 2135' - 0"	References: PS2.1.09Z to PS2.1.11Z, Detail: No approved detail, AWS Code D1.1 Location: PTK.5 to PTL/PT8.8 to PT9.9, Elevation: 2135' - 0", Level: 09 to 11, SW-2362. The HSS8x8x5/8" have been spliced with a CJP weld that is not on the CCDDSD-BD approved plans. This requires the review and approval of the Engineer of Record and CCDDSD-BD. Refer to the attached copies for additional information. Note: The four CJP welds at each HSS8x8x5/8" splice has been Ultrasonically tested (UT), there were no rejectable discontinuities.	Derr	LEM	BWA	12/16/08							
NSW-271	12/11/08	07-21582	Level: 10, Grid: K.8/9.9, Elevation: 2146' - 10.1/2"	References: PS2.1.10K, Detail: 20/PS6.21, AWS Code D1.1, Location: K.8/9.9, Elevation: 2146' - 10.1/2", Level: 10, SW-2378, (2) - 1/2"x8" Elevator Guide Tube Brackets have been welded to the web of the W40x397 in the restricted zone. This requires the review and approval of the Engineer of Record and CCDDSD-BD. Refer to the attached copies for additional information. Note: This does not conform to AWS Code D1.8.	Derr	LEM	BWA	12/16/08							
NSW-272	12/12/08	07-21582	Level: 13, Grid: PTD.1/PT3, Elevation: 2185' - 5.1/2"	References: PS2.1.13Y, Detail: 11/PS6.20, 21/PS6.34, AWS Code D1.1, Location: PTD.1/PT3, Elevation: 2185' - 5.1/2", Level: 13 (Shop Weld) The W40x211 is attached to the 14x500 with a single skewed 5/8" shear plate that was welded in the fabricators shop. This requires the review and approval of the Engineer of Record and CCDDSD-BD. Refer to the attached copies for additional information.	Derr	LEM	BWA	12/16/08							

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NSW-275	12/15/08	07-21582	Level: 7, Grid: PAB.8/PA6.6, Elevation: 2110' - 6 1/2"	<p>References: PS2.1.07E, Detail: No approved detail, AWS Code D1.1, Location: PAB.8/PA6.6, Elevation: 2110' - 6 1/2", Level: 07 SW-2393. The structural steel W24x62 mounting plates and bracket has been welded together and attached to the west wall of Core 4, with no approved detail. This requires the review and approval of the Engineer of Record and CCDD-S-BD. Refer to the attached copies and sketch for additional information.</p>	Deir	LEM	BWA	12/22/08					
NSW-276	12/15/08	07-21582	Level: 9, Grid: PAA.8/PA8.4, Elevation: 2127' - 0"	<p>References: PS2.1.09E, Detail: PSK-388 (Not approved), AWS Code D1.1, Location: PAA.8/PA8.4, Elevation: 2127' - 0", Level: 09 SW-2394. The structural steel W24x55, mounting plates and bracket has been welded together and attached to the west wall of Core 4, with no approved detail. This requires the review and approval of the Engineer of Record and CCDD-S-BD. Refer to the attached copies and sketch for additional information.</p>	Deir	LEM	BWA	12/22/08					
NSW-277	12/16/08	07-21582	Level: 11, Grid: U74.5 to 14, Elevation: 2161' - 5 1/2"	<p>References: PS2.1.11T, Detail: No approved detail, AWS Code D1.1, Location: U74.5 to 15, Elevation: 2161' - 5 1/2", Level: 11 SW-2395. A 1"x10-1/2"x6-6" plate has been welded to the top flange of the W40x503, with nominal 3/8" fillet welds. The welds have been installed with an approximate three-inch on twelve-inch pattern with one to the 3/8" fillet welds in the restricted zone (AWS Codew D1.8). (3)-1"x10-1/2"x16" plates have also been attached to the top flange of the W40x503 with an approximate three-inch on ten-inch pattern. The four referenced plates have been installed with no approved detail. This requires the review and approval of the Engineer of Record and CCDD-S-BD. Refer to the attached copies and sketch for additional information.</p>	Deir	LEM	BWA	12/22/08					
NSW-280	12/17/08	07-21582	Level: 11, Grid: PAF - F.1/PA1 - 1.5, Elevation: 2156'	<p>References: PS2.1.11P, Level: 11, Grid: PAF - F.1/PA1 - 1.5, Elevation: 2156'. Findings: The deck in this area was removed for work below. When this was done, the top flange of the W40x249 and the W12x16 beams were cut in many places from 1/16" to 5/16" deep. See attached sketches. This may affect the strength of these members. See inspection reports SW-2406. This NCR may be cleared by review and acceptance of the field conditions by CCDD-S-BD and the Engineer of Record.</p>	EIDS	LEM	BWA	12/22/08					
NSW-281	12/19/08	07-21582	Level: 8, Grid: PAF/PA9, Elevation: 2118' - 6"	<p>References: PS2.1.08J, Detail: 9/PS6.38, AWS Code D1.1, Location: PAF/PA9, Elevation: 2118' - 6", Level: 08 SW-2407. The (2) - 2" T1 Truss base plates have been welded to the 2" W14x730+PL column cap plate with nominal 9/16" multi-pass fillet welds on three sides each but the base plates have not been welded to the cap plate in between the two T1 Trusses as illustrated on the referenced detail. This requires the review and approval of the Engineer of Record and CCDD-S-BD. Refer to the attached copies and sketch for additional information.</p>	Deir	LEM	BWA	12/22/08					
NSW-282	12/20/08	07-21582	Level: 9, 7, 5, Grid: M5, 14.6 to 14.9, Elevation: 2077' 2103 7-3/4", 2127', 2127'	<p>References: (A) S2.1.09T, Elevation: 2077' 2103 7-3/4", 2127', Grid: M5, 14.6 to 14.9, Level: 9, 7, 5, Reference: SW 2405. The following non conformance issues were found during visual welding inspection: Contractor has placed shim plates for escalators without approved drawings. At E1's 2077 and 2103 7-3/4", 1" plates welded 5/16" fillet 3 inch length at 12" O.C. one side. At E1, 2127', 2" plate, welds unverifiable as welding was performed in a 1" space with existing concrete which limits the welders ability to angle the stinger for proper weld angle. Welding performed was practically straight down. Reference attached sketch. Need engineer approval for as built condition or an approved fix to clear this NCR.</p>	Turnberry	LEM	BWA	12/23/08					

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NSW-283	12/23/08	07-21582	Level: 9, Grid: PAH.5 to PAH.8/PA5.4 to PA5.5, Elevation: 2127' - 0"	References: PS2.1.08R, Detail: 7/PS6.22, 3/PS6.35, AWS Code D1.1, Location: PAH.5 to PAH.8/PA5.4 to PA5.5, Elevation: 2127' - 3", Level: 09 SW-2421. The L3x3x1/4" to 3/4" (gusset) stiffener plate connections have been welded in lieu of bolting with nominal 1/8" to 3/16" fillet welds at the heel and toe of the angles. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Deft	LEM	BWA	12/30/08				
NSW-284	12/23/08	07-21582	Level: 5, Grid: PA1.1 to PA1.3/PA6.9 to PA7, Elevation: 2087' - 2 3/4"	References: PS2.1.08R, Detail: 7/PS6.22, 3/PS6.35, AWS Code D1.1, Location: PA1.1 to PA1.3/PA6.9 to PA7, Elevation: 2087' - 2 3/4", Level: 05 SW-2421. The L3x3x1/4" to 3/4" (gusset) stiffener plate connections have been welded in lieu of bolting with nominal 1/8" to 3/16" fillet welds at the heel and toe of the angles. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Deft	LEM	BWA	12/30/08				
NSW-285	12/23/08	07-21582	Level: 3, Grid: PAE/PA9, Elevation: 2059' - 3"	References: PS2.1.08J, Detail: 7/PS6.32, AWS Code D1.1, Location: PAE/PA9, Elevation: 2059' - 3", Level: 03 SW-2422 & SW-2423. The W14x730+PL column is offset at the splice approximately 58" or an inch. A nominal 1-3/8" multi-pass PJP weld has been installed on the east side of the column at the splice. It is not in conformance to the CCDDS-BD approved detail. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Deft	LEM	BWA	12/30/08				
NSW-286	12/23/08	07-21582	Level: 8, Grid: PA7/PAF & PAG, PA9/PAE, PAF & PAG, PA9/PAF, PAG & PAH, Elevation: 2118' - 6"	References: a) PS2.1.08K, b) PS2.1.08K, c) PS2.1.08S, d) 9/PS6.3E Contractor cannot weld between trusses base plates due to inaccessibility at gridlines: PA7/PAF & PAG, PA9/PAE, PAF & PAG, PA9/PAF, PAG & PAH, Level 8. Job condition is not as per detail 9 of PS6.3E. Condition require review and approval by E.O.R & CCDDS-BD.	Deft	LEM	BWA	12/29/08				
NSW-287	12/29/08	07-21582	Level: 11, Grid: K.59.9 to 10.2 & K.89.9 to 10.2, Elevation: 2155' - 0"	References: PS2.11.1K, Detail: No approved detail, AWS Code D1.1, Location: K.59.9 to 10.2 & K.89.9 to 10.2, Elevation: 2155' - 0", Level: 11 SW-2435. The HSS2X12X1/2" to nominal 7/16" multi-pass fillet welds and nominal 7/16" PJP Flare Groove welds, however, there are no CCDDS-BD approved details. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Deft	LEM	BWA	12/31/08				
NSW-288	12/29/08	07-21582	Level: 9, Grid: PAG.5/PA7.4, Elevation: 2127'-0"	References: Structural: PS2.1.08R, SW 2446, Detail: None, Code: AWS D1.1, Location: Level 9, area R, Grid: PAG.5/PA7.4, Elevation: 2127'-0" welds on bent shear plates installed without approved detail (see attached sketch) Acceptance pending EOR/CCDDS-BD Review	Deft	LEM	BWA	12/31/08				
NSW-289	12/30/08	07-21582	Levels: 8 to 9, Grid: PA8.4/PA1.2, Elevation: 2118' - 6" to 2127' - 0"	References: Structural: PS2.1.08S & 08S, Detail: 15/PS6.34, 5/PS6.23, AWS Code D1.1, Location: PA8.4/PA1.2, Elevation: 2118' - 6" to 2127' - 0", Levels: 08 to 09 SW-2443. The HSS6x6x1/2" hanger in the referenced location is approximately one-inch out of plumb. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Deft	LEM	BWA	12/31/08				
NSW-290	12/30/08	07-21582	Level: 5, Grid: PA1.1 to PA1.3/PA6.8 to PA7, Elevation: 2087' - 2 3/4"	References: PS2.1.08R, Detail: PSK-312, AWS Code D1.1, Location: PA1.1 to PA1.3/PA6.8 to PA7, Elevation: 2087' - 2 3/4", Level: 5 SW-2442. The Escalator Support Framing for the north W40x297 stringer has been installed and welded with no approved detail. This requires the review and approval of the Engineer of Record and CCDDS-BD. Refer to the attached copies for additional information.	Deft	LEM	BWA	12/31/08				

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	PSK #	DATE					BY	TO	DATE	FROM	DATE	ISSUED	
NSS-041		5-Apr-08	07-21582	Level 8, Elev. 2118'-6" Grids F.6 - 2030' - 2155' - 0" for Core 9. Grids: All cores #1 through #9 Installed corner embeds with helper embed with excess gap	Reference PS3.01 through PS4.09 Detail 1/86.27, 1/82/56.29 Contractor installed corner embeds with helper embed with excess gap between embeds that can not be welded per detail 1 & 2/86.29. This requires Engineer approval or fix with CCDDS-BD approval. Gaps between embeds range from 1/2" to 2"	Derr	LEM	BWA	JAMA	7-May-08	5/9/2008	Approved	Aztech
NSS-059		19-Apr-08	07-21582	Level 8, Elev. 2118'-6" Grids F.6 - F.7/13.7-13.8 Did not install beams per S7	Reference PS2.1.08G Contractor did not install the three W12 x 16 beams for an opening as required per PS2.1.08G, S7, 22/Jam/08. Need EOR & CCDDS-BD approval.	Derr	LEM	BWA	JAMA/BWA	19-Aug-08	8/20/2008	Approved	Aztech
NSS-061		24-Apr-08	07-21582	Reference: PS2.1.15M Level:15 Elevation 2231'-5 1/2", Grid: G.8-G.9 / 14.4-14.6	Contractor did not install the two W21x44 beam & the W12x44 opening at that location. Need EOR & CCDDS-BD approval.	Derr	RL	BWA	JAMA/BWA	19-Aug-08	8/20/2008	Approved	Aztech
NSS-053		24-Apr-08	07-21582	Reference PS2.1.08G Detail #2 S6.20 Level 8 Elevation 2118'-6 Gridline 1318/G	Contractor install too small of a stiffener. Not per plan. Requires EOR or approval and CCDDS-BD approval.	Derr	RL	BWA	BWA	28-Apr-08			
NSS-096		31-Jul-08	07-21582	1.) Reference: a.) sheet 655 (M-M b.) Details 1/R0153.0 & S234.2.) Location a.) level valet b.) Grid H/14.7 c.) Elevation 2046'-0" 3.) a.) level valet b.) Grid H/14.7 c.) Elevation 2046'-0" 3.)	1.) Reference: a.) sheet 655 (M-M b.) Details 1/R0153.0 & S234.2.) Location a.) level valet b.) Grid H/14.7 c.) Elevation 2046'-0" 3.) Stair # 153 missing the 3"x2" 1/4" embed in the slab edge for top stair connection. Requires EOR & CCDDS-BD approval.	reliable	LEM	BWA	BWA	4-Aug-08			
NSS-101		11-Aug-08	07-21582	Levels 2 to 11, Grids: P.-S.7/0.8 - PT2, R.9/3.3, Elevations: 2045' - 2155'	Sheets: PS2.1.02U, W, X, Y thru PS2.1.11U, W, X, Y Levels: 2 to 11 Locations: P.-S.7/0.8 - PT2 (NSS-041 - Levels 2-11) R.9/3.3 (NSW-098) Level 11 Elevations: 2045' - 2155' Reference: NSS-041, NSW-098. Subcontractor has placed spray-applied fireproofing prior to the issuance of Area Acceptance Reports; and prior to clearance of NSS-041 (corner embed plates at core walls) and NSW-098 (recessed embed plate) Acceptance pending CCDDS-BD review.	LVI	LEM	BWA	BWA	13-Aug-08			

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							BY	TO	DATE	FROM			
NSS-102		19-Aug-08	07-21582	Levels: 2 to 11, Grid: R.5 - S.5/9 - PT2 (Core 8), Elevation: 2045' - 2156'	Sheets: PS2.1.02X thru PS2.1.11Y, Levels: 2 to 11, Elevations: 2045' - 2156', Locations: R.5 - S.5/9 - PT2 (Core 8) References: NSS-041, SS-216. This Non-Compliance Report supplies additional information related to NSS-041, specifically concerning Core 8. Please also reference additional Non-Compliance Reports for all other Cores. The installation of corner embed plates at Level 2 through 11 (at Core 8) may not conform with Details 1 and 2/PS6.29, pending engineering review. Each corner embed condition at each level has been illustrated on the attached legend, and corresponds to a listing of these conditions (also attached). Acceptance pending CCDDS-BD review.	Derr	LEM	BWA	25-Aug-08	JAMAREWA	17-Nov-08		
NSS-103		16-Aug-08	07-21582	Levels: 5-9, Grid: J.3 - J.7/14.8 - 15, Elevation: 2087.4' - 2127.0'	Reference: PS2.1.05 - PS2.1.09M, Level 5 - 9, Elevation: 2087.4' - 2127.0', Gridlines: J.3 - J.7/14.8 - 15. Contractor has no CCDDS-BD approved plans for the installation of stair #141. Need EOR & CCDDS-BD approval	Reliable	LEM	BWA	2-Sep-08				
NSS-104				Levels: 2 to 11, Grid: R - S/7 - 8 (Core 7), Elevations: 2046' - 2156'	Sheets: PS2.1.02X thru PS2.1.11Y, Levels: 2 to 11, Elevations: 2046' - 2156', Locations: R - S/7 - 8 (Core 7), Reference: NSS-041, SS-224. This Non-Compliance Report supplies additional information related to NSS-041, specifically concerning Core 7. Please also reference additional Non-Compliance Reports for all other Cores. The installation of corner embed plates at Levels 2 through 11 (at Core 7) may not conform with Details 1 and 2/PS6.29, pending engineering review. Each corner embed condition at each level has been illustrated on the attached legend, and corresponds to a listing of these conditions (also attached). Acceptance pending CCDDS-BD review.	Derr	LEM	BWA	25-Aug-08				
NSS-106		20-Aug-08	07-21582	Levels: 2 to 11, Grids: 2 to 4 & R.4 to S (Core 5) Elevations: 2046' - 2156'	Sheets: PS2.1.02W thru PS2.1.11W, Levels: 2 to 11, Elevations: 2046' - 2156', Locations: 3 to 4 & R.4 to S (Core 5) References: NSS-041, SS-228. This Non-Compliance Report supplies additional information related to NSS-041, specifically concerning Core 5. Please also reference additional Non-Compliance Reports for all other Cores. The installation of corner embed plates at Levels 2 through 11 (at Core 5) may not conform with Details 1 and 2/PS6.29, pending engineering review. Each corner embed condition at each level has been illustrated on the attached legend, and corresponds to a listing of these conditions (also attached). Acceptance Pending CCDDS-BD review.	Derr	LEM	BWA	25-Aug-08				

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							BY	TO							
NSS-107		20-Aug-08	07-21582	Levels: 2 to 11, Grids: PA2.2 to PA3.2 & D.9 to E.75 (Core 4), Elevations: 2046' - 2156'	Sheets: PS2.1.02P thru PS2.1.11P Levels: 2 to 11, Elevations: 2046' - 2156'; Locations: PA2.2 to PA3.2 & D.9 to E.75 (Core 4), Reference: NSS-041, SS-230. This Non-Compliance Report supplies additional information related to NSS-041, specifically concerning Core 4. Please also reference additional Non-Compliance Reports for all other Cores. The installation of corner embed plates at Levels 2 through 11 (at Core 4) may not conform with Details 1 and 2/PFS6.29, pending engineering review. Each corner embed condition at each level has been illustrated on the attached legend, and corresponds to a listing of these conditions (also attached). Acceptance pending CCDDS-BD review.	Defr	LEM	BWA	25-Aug-08	JAMA	29-Sep-08	10/12/2008	approved	Aztech	
NSS-109			Levels 2 to 11, Grid: 5.3 to 6 & R.5 to S.5 (Core 6) Elevations: 2046' - 2156'	Sheets: PS2.1.02W thru PS2.1.11X, Levels: 2 to 11, Elevations: 2046' - 2156'; Locations: 5.3 to 6 & R.5 to S.5 (Core 6) Reference: NSS-041, SS-231. This Non-Compliance Report supplies additional information related to NSS-041, specifically concerning Core 6. Please also reference additional Non-Compliance Reports for all other Cores. The installation of corner embed plates at Levels 2 through 11 (at Core 6) may not conform with Details 1 and 3/PFS6.29, pending engineering review. Each corner embed condition at each level has been illustrated on the attached legend and corresponds to a listing of these conditions. Acceptance pending CCDDS-BD review.	Defr	LEM	BWA	27-Aug-08	BWA/JAMA	27-Aug-08				Aztech	
NSS-110		23-Aug-08	07-21582	Levels 2 to 15, Grids: PTH.3 to PTH.3 & PT14.6 to PT15 (Core 9), Elevations: 2046' - 2232'	Sheets: PS2.1.02Z thru PS2.1.15Z, Levels 2 to 15, Elevations: 2046' - 2232'; Locations: PTH.3 to PTH.3 & PT14.6 to PT15 (Core 9), Reference: NSS-041, SS233. This Non-Compliance Report supplies additional information related to NSS-041, specifically concerning Core 9. Please also reference additional Non-Compliance Reports for all other Cores. The installation of corner embed plates at Level 2 through 15 (at Core 9) may not conform with Details 1 and 2/PFS6.29, pending engineering review. Each corner embed condition at each level has been illustrated on the attached legend, and corresponds to a listing of these conditions. Acceptance pending CCDDS-BD review.	Defr	LEM	BWA	27-Aug-08						
NSS-114		9-Sep-08	07-21582	Level 1 dock, Grid: PA6/PAH, Elevations: 2030'	Sheets: PS2.1.01R, Gridlines: PA6/PAH, Elevations: 2030', Details: PS5.01, PS6.01/7. The NIS base plate groud. Euclid Chemical Co Mix #088 50 7000PSI placed under base plate @ PA6/PAH Level 1 Dock El. 2030' has failed to attain the required 7000 PSI @ 28 days. Ref. attached break sheet for results and SS-118. Engineer of Record needs to address.	Colasanti	LEM	BWA	12-Sep-08						

Prepared by Turnberry West 1/2/2009

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	PSK #	DATE					BY	TO		ISSUED	APPROVED	
NSS-115		13-Sep-08	07-21582	Level: L05, Grid: (S-S.7)16.5-8.5, Elevation: 2097-2.3/4"	References: Ficcidental & Waggoner Engh. Dwg: S2, Detail: 1/54.4, 3/54.3, 16/S1.1, Level: L05, Grid: (S-S.7)16.5-8.5, Elevation: 2097-2.3/4". Per drawing 1/54.4, & 3/54.3, the horizontal stud (6" x 1 5/8" 16 gauge), was to be connected to the vertical Riser Stud as per detail 16/S1.1, but the subcontractor has altered the connection in the way as shown in attached sketch. Also, every Horizontal Stud was to be connected to the every vertical Riser Stud, as specified. But the as built has altered connection only at every 4 feet on center (ie every 3rd stud) Refer to Structural Steel report SS-251 for steel detail CCDDSS-BD and EOR's; approval is sought for these alterations	KHS&S	LEM	BWA	19-Sep-08			
NSS-121		20-Sep-08	07-21582	Level: 11, Grid: PAE.9/PA4.8, Elevation: 2153' - 6"	References: PS2.1.11P (S9), Detail: 1/PS6.20 (S7). The contractor installed W40x303 beams without stiffer opposite the connection at GridLines PAE.9/PA4.8, Level 11 (see below). Beam connection is not as per detail 1 of PS6.20, hence review & approval by E.O.R. & CCDDSS-BD is required	W&W	LEM	BWA	22-Sep-08			
NSS-122		23-Sep-08	07-21582	Level: 13, Grid: PT T1 to PT T4/PT B.9, Elevation: 2185' - 5 1/2"	References: PS2.1.13S, At GridLine PT T1 to PT T4/PT B.9, Level 13, the contractor installed a two sided beam to beam connection. On the north side, the shear plate is full depth while on the south side, the shear plate/stiffener is not full depth. See page 2. There is no specific detail depicting the above condition. Job condition require review & approval by E.O.R. & CCDDSS-BD.	W&W	LEM	BWA	25-Sep-08			
NSS-130		17-Nov-08	07-21582	Level: 1, Grid: PA 10 @ PA G, Elevation: 2030'	Sheet: PS2.1.01K, Level: 1, Elevation: 2030', Location: PA 10 @ PA G, Reference: SS-294. This NCR is written in reference to two Flame Cut Holes on the east side of Column Base Plate. This NCR can be cleared by E.O.R. acceptance & CCDDSS-BD approval. See attached plan view for details.		LEM	BWA	21-Nov-08			
NSS-131		22-Nov-08	07-21582	Level: 11, Grid: P.5/6, P/5.6 & PA/HPA3.4	References: PS2.1.11W, PS2.1.11P, PS2.1.11X, 1/PS6.20, 2/PS6.34, 12&13/PS6.34, PSK-108. Contractor installed (connected) two (2) W40x303 to a single 7/8" thick shear tab with 8 bolts at GridLines P.5/6, P/5.6 & PA/HPA3.4, Level: 11. As per 11/PS6.20, 2/PS6.34 & PSK 108, the connection require two (2) shear plates. Details 12 & 13 of PS6.34 require 3/4" shear plates for back. Job condition require approval by E.O.R. & CCDDSS-BD.	W&W	LEM	BWA	24-Nov-08	JAMA/BWA	17-Dec-08	

Fontainebleau Resorts
 Aztech - NSS
 Turnberry West Job # 10500

NO.	QA AGENCY NCR		PERMIT NO.	AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED	NCR FORWARDED		NCR RETURNED		CCBD - PLANS		BALL IN COURT
	PSK #	DATE					BY	TO	DATE	FROM	DATE	ISSUED		APPROVED
NSS-132		25-Nov-08	07-21582	Level: 8, Grid: PA 1 to PA 9 & PA D to P, Elevation: 2119'	Sheet: PS2.1.08R, Level: 8, Elevation: 2119', Location: PA 1 to PA 9 & PA D to P, Reference: SS-278. This NCR is written in reference to Wall Support Framing per Note 8. At this time CMU walls are being erected, and support framing is not installed. Reference attached Engineer's letter dated: 10-23-08 & CCDDSS-BD stamp: 10-23-08. This NCR can be cleared by E.O.R. acceptance & CCDDSS-BD approval, or installation of support steel.	Deir	LEM	BWA	2-Dec-08				
NSS-133		3-Dec-08	07-21582	Level: 5, Grid: PA10PAF.55	References: PS2.1.06K, Detail: None at Grid: PA10PAF.55, Level 5, contractor installed a HSS hanger without a specific approved detail. See page 2 for as built rough sketch. Condition requires review & approval by E.O.R. & CCDDSS-BD.	WBW	LEM	BWA	9-Dec-08				
NSS-134		5-Dec-08	07-21583	Dock Level, Grid: PA7/PAD, Elevation: 2030'	Sheets: PS2.1.01J, Gridlines: PA7/PAD, Elevation: 2030', Details: N/A. The contractor has grouted the base plate on the dock level el. 2030' at the following gridline PA7/PAD. The euclid chemical co non shrink/non metallic grout has failed to meet the minimum required compressive strength. See attached lab results for further info. The Engineer of Record needs to address. Ref Report SS-282	Colasanti	LEM	BWA	8-Dec-08				
NSS-135		5-Dec-08	07-21582	Dock Level, Grid: PA7/PAC, Elevation: 2030'	Sheets: PS2.1.01E, Gridlines: PA7/PAC, Elevation: 2030', Details: N/A. The contractor has grouted the base plate on dock level El. 2030' at the following Gridline PA7/PAC. The Euclid Chemical Co. Non Shrink/Non Metallic Grout has failed to meet the minimum required compressive strength. See attached lab results for further info. The Engineer of Record needs to address. Ref Report SS-282.	Colasanti	LEM	BWA	8-Dec-08				
NSS-136		5-Dec-08	07-21582	Dock Level, Grid: PA7/PAC, Elevation: 2030'	Sheets: PS2.1.01J, Gridlines: PA7/PAC, Elevation: 2030', Details: N/A. The contractor has grouted the base plate on dock level El. 2030' at the following Gridline PA7/PAC. The Euclid Chemical Co. Non Shrink/Non Metallic Grout has failed to meet the minimum required compressive strength. See attached lab results for further info. The Engineer of Record needs to address. Ref Report SS-282	Colasanti	LEM	BWA	8-Dec-08				
NSS-137		12-Dec-08	07-21582	Level: 2, Grid: PA 9.6 & PA D.4, Elevation: 2044'	Sheet: PS2.1.02E, Level: 2, Elevation: 2044' Location: PA 9.6 & PA D.4, Reference: SS-319. At this time, the two Anchor Bolt holes on the east side of the Beas Plate have been flame cut to fit anchor bolt pattern. See attached sketch for details. This NCR can be cleared by E.O.R. acceptance & CCDDSS-BD approval.	Colasanti	LEM	BWA	8-Dec-08				

Prepared by: **Fontainebleau Resorts**
 Date: **12/12/09**
 Location: **Turnberry West**

Fontainebleau Resorts
 Aztech - NSS
 Turnberry West Job # 10500

QA AGENCY NCR NO.	PSK #	DATE	PERMIT NO.	AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED	NCR FORWARDED		NCR RETURNED Date	CCBD - PLANS		BALL IN COURT
							BY	TO		ISSUED	APPROVED	
NSS-138		13-Dec-08	07-21582	Level: 2, Grid: G.P. PA 10 & PA E 2 Elevation: 2040'	Sheet: PS2.1.02K, Level: 2, Elevation: 2040', Location: G.P. PA 10 & PA E 2. At this time, anchor bolts are only Approx. 1/4" engaged into anchor bolt nuts above base plate. This NCR can be cleared by E.O.R. fix / acceptance and CCDDS-BD approval.	Deir	LEM	BWA	16-Dec-08			
NSS-139		15-Dec-08	07-21582	Level: 3, Grid: GP, PA G.5 & 9.6, Elevation: 2060'	Sheet: PS2.1.03K, Level: 3, Elevation: 2060', Location: G.P. PA G.5 & 9.6, Details: 1-6/16SS.20, 21/16SS.34. At this time, W36x135 beam to beam connection is not to plan. The web of beam is shop welded to 5/16" plates, and bolted to web of other beam with 8-A490 T.C. bolts each side, for a total of 16 snapped bolts. This NCR can be cleared by E.O.R. fix / acceptance and CCDDS-BD approval. See sketch for details.	Deir	LEM	BWA	22-Dec-08			

Fontainebleau Resorts
 Aztech - NX
 Turnberry West Job # 10500

Fontainebleau Resorts
 NON-COMPLIANCE REPORT / LOG
 Turnberry West Job # 10500

NO.	QA AGENCY NCR	DATE	PERMIT NO.	AREA INSPECTED	DESCRIPTION OF NON-COMPLIANCE	TRADE AFFECTED	NCR FORWARDED		NCR RETURNED		CCBD - PLANS		BALL IN COURT
							BY	TO	DATE	FROM	DATE	ISSUED	
Aztech NCR-013		29-Jan-08	07-21582	Contractor installed embed plate at gridlines TR179 at elevation. Per RFI#201. Detail PSK029 calls out for a 3/4" dia. Simpson strong bolt with an 8" embedment. Contractor was not able to achieve 8" for all embeds (see attached detail). Also per PSK-029 contractor placed bolts 2" from edge of column, but per ESR-1771 a bolt with this diameter and size needs a min. clearance from edge of column. (See page 5 of 16 on ESR-1771). This caused 4 section of column to crack and blow out (see attached detail). All holes were brushed and blown for cleanliness. Contractor has epoxied 80 pcs of #5x7" ASTM A615 grade 60 deformed bars into 3/4" x8" embed vertically drilled hole in CMU wall footing for elevator shafts. Level 1 dock grid 14.2-14.5L, 4-M Sheets PS2:1.01T, PS6.021 Elvel. +2027'-0". HILTI HIT RE 500 SD epoxy was used per ICC ES-ESR-2322 with an expiration of 08/2008. Contractor has epoxied without engineer stamped detail, also need CCBD stamp & approval. REF. REPORT X-059 SEE ATTACHED DRAWING FOR LOCATION.	Colasanti	RL	BWA	2/5/2008	JAMA/BWA	13-Feb	20-Feb	Approved	Aztech
Aztech NCR-056		21-Apr	07-21582	Walls and footings at elevator shaft, level 1 Dock. Grids 14.2-14.5L, 4-M. Sheet PS2:1.01T, PS6.02 Elevation 2027'-0"	Contractor has epoxied 167 pcs of #6x48" ASTM A615 grade 60 deformed bars into 7/8"x8" embed horizontally drilled holes for SOMD @ Level 5. Outside: Core 6 grid 6R, 6-S, 5. Core 7 grid 7.25-8R, 5-S & Core 8 grid 9.5-PT, 2PT, G.3-PT H.3. Elevation +2087'-9" sheets PS2:1.05W, X, & Y. PS6.22/13 HILTI HIT RE500 SD epoxy was used per ICC ES-ESR-2322 contractor has epoxied without Engineer stamped detail. Also need CCBD stamp & approval. Ref. X-064 See attached drawings for locations.	Colasanti	LEM	BWA	25-Apr				
Aztech NCR-060		30-Apr	07-21582	Core # 2 at PAC.5 - PAD.5 / PA6.3 - PAY.1 El. 2077'-3"	The Concrete mix design # 1354653 (CEMEX 6,000) placed into elevated slab in Core # 2 at PAC.5 - PAD.5 / PA6.3 - PAY.1 El. 2077'-3" per PS2.1.05D failed to attain the required (8000 psi) strength at 28 days. See attached break sheet for results.	Colasanti	LEM	BWA	5-May		Approved		No stamp wait for 56 day result before determining a course of action
		9-May		Core # 2 at PAC.5 - PAD.5 / PA6.3 - PAY.1 El. 2077'-3"		Colasanti	LEM	BWA	9-May	JAMA/BWA			
		11-Jul	07-21582	Level 5, Grids: 6-PT 2/R-5.6 Elev. 2087'9"	The light weight Runkner mix # 1363735. 4500PSI placed on S.O.M.D Level 5 Rellab Grids: 6-PT-2/R-5.6 Elev. 2087'9" Sheets PS2:1.05 X & Y failed to attain the required 4500PSI @ 28 days. See attached break sheet for results.	Colasanti	LEM	BWA	23-Jul				
Aztech NCR-062		10-May	07-21582	Level 5, elev 2087'2.34", grids S.6-S.7/7-8"	Contractor installed L4x4x3/8 angle for ledger with 3/4"x5/12 expansion anchors with out an approved detail for the installation. Reference X-067 for the installation. Need EOR & CCDDS-BD approval for the installation.	Colasanti	LEM	BWA	12-May				
Aztech NCR-065		16-May	07-21582	level 2 valet grid 6/R-8-R, 9 sheet PS2.1.02X, Elev 2045'6"	Contractor has placed 2 pcs of 3/4"x12" Simpson strong bolts (ESR 1771) into the bottom of a 15'x27" embed plate in east wall of core 0 level 2 valet grid 6R, 8-R, 9 sheet PS2.1.02X, Elev 2045'6" Holes were drilled horizontally 3/4"x9 1/2" embed. Brushed & blown clean prior to install & torqued to 180 ft lbs. Above work performed per ESR 1771. Ref X-072. Contractor performed above work under engineer stamped RFI 537, PSK 147. Need CCDDS-BD approval & stamp.	Colasanti	LEM	BWA	11-Jun				
Aztech NCR-066		22-May	07-21582	Level 2 Elev. 2045'-0" Grids S.5/8.5-9	Reference Pacific Stair Drawing 655-E 03.0 Detail 655-C103 & 210/SSD1. Contractor installed 5/8" diameter x 4 3/4" hilti KB3 expansion anchors (ESR 1385) into the concrete slab to anchor the stair stringer to the concrete slab. Hilti KB3 ESR-1385 is an expansion anchor for use in masonry. Need EOR and CCDDS-BD approval.	Reliable	LEM	BWA	22-May		Approved		

Fontainebleau Resorts
 Aztech - NX
 Turnberry West Job # 10500

Item #	Date	Description	By	Reviewed	Approved	
Aztech-NCX-057	22-May	07-21582 IM 4 casino mech. Sheets PSZ.1.04Y, PSK-154 A&B, Grid 9.6 & PT 1.5PT H.2 Elev. 2066'0".	Colasanti	LEM	BWA	11-Jun
NCX-070	27-May	07-21582 Level 9, Gridlines, R.815.4 Elevation: 2127'0"	Turnberry West	LEM	BWA	25-Jun
Aztech-NCX-71	30-May	07-21582 2.814/G-H dock level El. 2030' per sheet PS2.1.01G, M.				
NCX-074	10-Jun	07-21582 Sheet PS2.1.02D Grid: P&G/P&B.11 Elev. 2040'0"	Colasanti	LEM	BWA	11-Jun
NCX-076	11-Jun	07-21582 Level 1 Dock, Gridline: PT.7/PT.L Elevations: +2044'0"	Turnberry West	LEM	BWA	25-Jun
NCX-078	19-Jun	07-21582 Level 1 Dock, Grids: 10.75-11.25K, Elevation 2030'0"	Turnberry West	LEM	BWA	25-Jun
NCX-079	20-Jun	07-21582 Level 5, Grid: J.3 - J.6/14.9 - 15, Elevation: 2,087'	Reliable	LEM	BWA	25-Jun
NCX-081	9-Jul	07-21582 gridlines 11-11.4/K El. 2032' per sheet PS2.1.01K	Marnell Masonry	LEM	BWA	21-Jul
NCX-089	10-Sep	07-21582 Levels 3, 5 & 7, Grids: Elevator Steel Frame @ J.3/9.9 & K.8/9.9, Elevation: 2059', 2073' & 2108'				

Fontainebleau Resorts
 Aztech - NX
 Turnberry West Job # 10500

NCX-108	10-Oct	07-21582	Grid: PA5/PAC.5/PAC.8 Elevation: 2127 (9) 2156 (11)	Reference: PS2.1.09H - PS2.1.11H, Detail: PSK379C, Detail A, Code: ESR 1771, Elevation: 2127 (9) 2156 (11) Gridlines: PA5/PAC.5/PAC.8. Contractor has installed wedge anchors on embed plate for missed embed. Contractor has installed these Simpson strong bolts according to PSK379. This PSK379 has an Engineer of Record stamp but needs review from CCDDS-BD for resolution. Reference X-142 report	Turnberry West	LEM	BWA	12-Nov				
NCX-109	16-Oct	07-21582	Level: 8, Grid: 19 @ D.8, Elevation: 2119'	Sheet: PS2.1.09G, Level: 8, Elevation: 2119, Location: Grid: Point 15 @ D.8, Detail: 21P56.33, References: X-143. Work done per report # X-143 was done without inspection. It is also not done to plan or above mentioned detail. This NCR can be cleared by E.O.R. acceptance & CCDDS-BD approval	Turnberry West	LEM	BWA	24-Oct				
NCX-113	28-Oct	07-21582	Grid: 14.9-15E, Elevation: 2059' 3" Inru 2118' 6"	Reference: PS2.1.03G, 04G, 05G, 08G, Elevation: 2059' 3" thru 2118' 6", Gridlines: 14.9-15E, Reference Report X149. Contractor has installed a 6x4x3/8 ledger angle on shear wall. Detail 23/6.33 calls for the six inch side to be anchored to shear wall. Contractor anchored the 4 inch side to the shear wall. Requires review from EOR and CCDDS-BD to clear this NCR.	Turnberry West	LEM	BWA	4-Nov	JAMA/BWA	11/24/2008	12/8/2008	Approved
NCX-115	14-Nov	07-21582	Level: 9, Grid: S.5 @ 5.2 to 6, Elevation: 2127'	Sheet: PS2.1.09W & X, Level: 9, Elevation: 2127, Location: G.L's: S.5 @ 5.2 to 6, KHSA5 Exterior Framing Plans, Reference: X-164, Details: 29/65.1. At this time, Revision 2 dated 9-25-08 is not CCDDS-BD approved. This NCR can be cleared by E.D.R. acceptance & CCDDS_BD approval.	Union Erectors	LEM	BWA	10-Dec				
NCX-117	20-Nov	07-21582	Grid: 13.7/14 @ K.S/L.6, Elevation: 2088'	Sheet: PS2.1.05T, Gridlines: 13.7/14 @ K.S/L.6, Elevation: 2088, Details: None approved. Observed the contractors installation of (6) #5 rebar at 24" o.c. Rebar was 30" inches long with a five inch embedment. Holes were 5 1/2" deep x 3/4" diameter placed vertically and horizontally at above noted locations. Hit re 500SD epoxy was used per ICC-ES-ESR 2322 and expires on 4/09. All holes were brushed and blown free and clear of debris. All work was done per attached RFI	Turnberry	LEM	BWA	21-Nov	JAMA/BWA	17-Dec-08		
NCX-118	25-Nov	07-21582	Level 5, Retail, Grid: 11.4-13.6 / L.5, Elevation: 2086' 6" - 2088' 0"	The contractor has epoxied (112) #4x24'-36" long' ASTM Grade 60 del. bars into 3/8"x4" embed horiz. drilled holes for slab ext. and (112) #4-16"x18" 90 degree bars for turn down curb into 5/8" x 4" embed vert. drilled holes into S.O.M.D. on Level 5 Retail sheets: PS2.1.05S, T, Grid: 11.4-13.6 / L.5, Elevation: 2086' 6" - 2088' 0". Hit re 600 SD epoxy was used per ICC-ES-ESR-2322 with and exp. date of 04/2009. All holes were brushed & blown clean prior to install. Ref. Report X-180. Contractor has done the above noted work without an approved plan detail by CCDDS-BD. The engineer of record needs to address & stamp detail.	Turnberry	LEM	BWA	1-Dec	JAMA/BWA	17-Dec-08		

Tumberry West Construction

Non-Compliance Log

Tower Foundation 06-48249

NCR-CR5	NC	07/27/07	no CCBD approval for R113 G2 detailing termination of chords steel	07/27/07	08/15/07	08/16/07
19269	NOV	07/27/07	QA/Al has not provided details for the next vertical lift for construction	07/30/07	07/30/07	07/30/07
26535	GN	07/27/07	QA/Al has not provided details for the next vertical lift for construction	07/30/07	07/30/07	07/30/07
NCR-CR6	NC	08/03/07	No CCBD approval for R1160	08/08/07	08/08/07	08/09/07
NCR-CR7	NC	08/03/07	contractor cut flanges of W14X90 link beam at case no mechanical level at 14'	08/06/07	08/15/07	08/20/07
NCR-CR8	NC	08/06/07	No CCBD approval for R1159	08/13/07	08/13/07	08/20/07
NCR-CR9	NC	08/06/07	No CCBD approval for R1171	08/10/07	08/15/07	08/16/07
NCR-CC38	NC	08/06/07	reinforcing exposed at case no mechanical level in 22 line	08/07/07	08/10/07	08/11/07
NCR-CR10	NC	08/16/07	no CCBD approval for added column steel at 14' level column steel at 12'4" & 12'6"	08/20/07	08/20/07	10/30/07
NCR-CR11	NC	08/18/07	no CCBD approval for AS1027 added band embedment at opening	08/20/07	09/04/07	10/30/07
NCC-089	NC	10/16/07	55 day break did not meet 10500PS (HR599)	11/09/07	12/21/07	12/27/07

Tower 07-5172

Non-Compliance Log

Turnberry West Construction

report number	type	date	description	to EOR	response from EOR	to CCB	closed by	comments
NCC-001	NC	09/06/07	failed to fully consolidate concrete in core walls		11/02/07	11/07/07	Aztech	
NCC-002	NC	01/21/08	column at 118 level not 177 did not meet 10,500 psi at 56 days as required		04/09/08	04/16/08		
NCC-003	NC	09/28/07	contractor removed #2 rebar in 22' slab at 120' level without CCB approval		09/05/07	11/07/07		Approved by CCB
NCC-004	NOV	04/29/08	no approved stair drawings					Approved by CCB
NCC-005	GN	03/14/08	no approved stair drawings					Approved by CCB
NSS-001	NC	10/18/07	CCB approved drawings for stair #3	10/22/07				
NSS-002	NC	12/08/07	CCB approved drawings for stair #2					
NSS-003	NC	03/06/08	installed tube steel for glass support without approved plans					
NSS-004	NC	03/17/08	did not install load bearing shims per detail					Embassy
NX-001	NC	01/24/08	expedited anchor bolts for glass support without approved detail					
NX-002	NC	01/29/08	installed elevation embed plate with wedge anchor per ELS59 with Hilti		04/09/08	04/16/08		
NX-003	NC	01/29/08	installed glass supports with Hilti anchors and approved detail					
NX-004	NC	02/19/08	used #3 plate in lieu of #4 hand holds in hand approved detail					
NX-005	NC	02/19/08	installed HSS without approved details					
NX-006	NC	02/25/08	installed embed plates with Hilti bolts (ELS59) without CCB approval		04/09/08	04/16/08		
NX-007	NC	03/03/08	installed glass supports with epoxy anchors and approved detail					
NX-008	NC	03/10/08	expedited anchor bolts for glass support without approved detail					
NX-009	NC	03/05/08	added rebar on 123 per unapproved plans (4A)					
NX-010	NC	03/06/08	added rebar on 123 per unapproved plans (4A)					
NX-011	NC	03/17/08	added rebar on 124 per unapproved plans (4A)					
NX-012	NC	03/17/08	added rebar on 125 per unapproved plans (4A)					
NX-013	NC	03/18/08	added rebar on 125 per unapproved plans (4A)					
NX-014	NC	10/01/07	21# P1 cables exceeded the allowable elongation in 1# (area B)	10/02/07	10/24/07	11/07/07		
NX-015	NC	10/01/07	21# P1 cables has pulled out from anchor in 1# (area B)	10/02/07	10/24/07	11/07/07		
NX-016	NC	10/06/07	22# P1 cables exceeded the allowable elongation in 1#	10/08/07	10/24/07	11/07/07		
NX-017	NC	10/13/07	16# P1 cables exceeded the allowable elongation in 2#	10/15/07	10/24/07	11/07/07		
NX-018	NC	10/16/07	4# P1 cables exceeded the allowable elongation in 2#	10/22/07	11/05/07	11/07/07		
NX-019	NC	10/18/07	74# P1 cables exceeded the allowable elongation in 3#	10/22/07	11/05/07	11/07/07		
NX-020	NC	10/22/07	14# P1 cables exceeded the allowable elongation in 3#	10/24/07	11/05/07	11/07/07		
NX-021	NC	10/23/07	11# banded tendon has broken in level 13	10/24/07	11/05/07	11/07/07		
NX-022	NC	10/25/07	13# P1 cables exceeded the allowable elongation in 3#	10/26/07	11/05/07	11/07/07		
NX-023	NC	10/29/07	13# P1 cables exceeded the allowable elongation in 4#	10/30/07	11/05/07	11/07/07		
NX-024	NC	10/30/07	12# P1 cables exceeded the allowable elongation in 4#	10/30/07	11/05/07	11/07/07		
NX-025	NC	11/01/07	11# cables exceeded the allowable elongation in 4#	11/01/07				
NX-026	NC	01/17/08	11# form P1 cable was broken in 1# at 4# KSM	01/17/08	01/05/08	02/01/08		
NX-027	NC	02/17/08	1# banded tendon in 1# 9 was not stressed due to access	02/19/08		04/16/08		
NX-028	NC	04/25/08	2# installed per unapproved detail at 131# area (AS) (46)	05/09/08				
NX-029	NC	05/02/08	2# installed per unapproved detail at 132# area (AS) (46)	05/09/08				
NX-030	NC							
NX-031	NC							
NX-032	NC							
NX-033	NC							
NX-034	NC							
NX-035	NC							
NX-036	NC							
NX-037	NC							
NX-038	NC							
NX-039	NC							
NX-040	NC							
NX-041	NC							
NX-042	NC							
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NX-100	NC							

Tower 07-14186

Non-Compliance Log

Turberry West Construction

report number	type	date	description	to EOR	response from EOR	to CCBD	closed by Aztech	comments
NCP0001	NC							
NCP0002	NC							
NCP0003	NC							
NCP0004	NC							
NCP0005	NC							
NCP0006	NC							
NCP0007	NC							
NCP0008	NC							
NCP0009	NC							
NCP0010	NC							
NCP0011	NC							
NCP0012	NC							
NCP-018								
NSW0001	NS							
NSW0002	NS							
NSW0003	NS							
NSW0004	NS							
NSW0005	NS							
NX0001	NC							
NX0002	NC							
NX0003	NC							
NX0004	NS							
NX0005	NS							

EXHIBIT “S”



Fontainebleau

CASINO • RESORT PODIUM-NORTH

LAS VEGAS, NEVADA

STRUCTURAL BULLETIN #NS8 25 NOVEMBER 2008

DESIGN ARCHITECT

PAUL STEELMAN DESIGN GROUP
530 W. DESERT INN ROAD
LAS VEGAS, NV 89102
702.873.0221
702.873.5553 FAX
CONTACT: PAUL STEELMAN

EXECUTIVE ARCHITECT

BERGMAN, WALLS & ASSOCIATES, LTD.
2965 S. JONES BOULEVARD, STE. C
LAS VEGAS, NEVADA 89146
702.940-0000
702.940-0001 FAX
CONTACT: ROBERT FREDRICKSON

DESIGN ARCHITECT

CARLOS ZAPATA STUDIOS
444 BRGDADWAY, THIRD FLOOR
NEW YORK, NY 10013
212-966-9292
212-966-5242 FAX
CONTACT: ANTHONY MONTALTO

STRUCTURAL

JOHN A. MARTIN & ASSOCIATES
1909 S. JONES BOULEVARD, SUITE A
LAS VEGAS, NV 89146
702.246.7000
702.253.5553 FAX
CONTACT: GREG CLAPP

07-40154-8
City of Las Vegas
Department of Planning and Economic Development
DEC 18 2008
Approved

REFUSION

PERMIT SET



CCN
07-40154-0

Fontainebleau

CASINO • RESORT PODIUM-NORTH

LAS VEGAS, NEVADA

STRUCTURAL BULLETIN #NF6
25 NOVEMBER 2008

DESIGN ARCHITECT

PAUL STEELMAN DESIGN GROUP
330 W. DESERT INN ROAD
LAS VEGAS, NV 89102
702.871.0921
702.367.3455 FAX
CONTACT: PAUL STEELMAN

EXECUTIVE ARCHITECT

BERGMAN, WALLS & ASSOCIATES, LTD.
2045 S. JONES BOULEVARD, STE. C
LAS VEGAS, NEVADA 89146
702.846.0001
702.846.0001 FAX
CONTACT: ROBERT FREDRICKSON

DESIGN ARCHITECT

CARLOS ZAPATA STUDIOS
44 BROOKWAY, THIRD FLOOR
NEW YORK, NY 10013
212.466.9100
212.466.9242 FAX
CONTACT: ANTHONY MONTALTO

STRUCTURAL

JOHN A. MARTIN & ASSOCIATES
1909 S. JONES BOULEVARD, SUITE A
LAS VEGAS, NV 89146
702.248.7000
702.253.5553 FAX
CONTACT: GREG CLAPP

PERMIT SET

REVISIONS

ENTERED
NOV 17 2008
SEAL CORPORATION

07-38187-5
CNA Group, Inc. License
By: Greg Clapp, P.E.
DET. 6-5-2008
Professional Seal
E.C.E.



CCN
07-38187-5

Fontainebleau

CASINO • RESORT

PODIUM FIREPROOFING BULLETIN #FP4

LAS VEGAS, NEVADA

CURRENT SET

04 DECEMBER 2008

DESIGN ARCHITECT

PAUL STEELMAN DESIGN GROUP
3330 W. DESERT INN ROAD
LAS VEGAS, NV 89102
702.873.0221
702.867.5565 FAX
CONTACT: PAUL STEELMAN

EXECUTIVE ARCHITECT

BERGMAN, WALLS & ASSOCIATES, LTD.
2965 S. JONES BOULEVARD, STE. C
LAS VEGAS, NEVADA 89146
702-940-0000
702-940-0001 FAX
CONTACT: ROBERT FREDRICKSON

DESIGN ARCHITECT

CARLOS ZAPATA STUDIOS
444 BROADWAY, THIRD FLOOR
NEW YORK, NY 10013
212-966-9282
212-966-9284 FAX
CONTACT: ANTHONY MONTALTO

STRUCTURAL

JOHN A. MARTIN & ASSOCIATES
1909 S. JONES BOULEVARD, SUITE A
LAS VEGAS, NV 89146
702.248.7000
702.253.5353 FAX
CONTACT: GREG CLAPP



07-21562-076
Clipping the Service
Building Division
REC 1724
Reviewed & Accepted
Chris Alvord

Fontainebleau

CASINO • RESORT

PODIUM

FIREPROOFING BULLETIN #FP4

LAS VEGAS, NEVADA

CURRENT SET

04 DECEMBER 2008

DESIGN ARCHITECT

PAUL STEELMAN DESIGN GROUP
3308 W. DESERT INN ROAD
LAS VEGAS, NV 89102
702.462.1553 FAX
CONTACT: PAUL STEELMAN

EXECUTIVE ARCHITECT

BERGMAN, WALLS & ASSOCIATES, LTD.
2905 S. JONES BOULEVARD, STE. C
LAS VEGAS, NEVADA 89146
702.840.0001 FAX
CONTACT: ROBERT FREDRICKSON

DESIGN ARCHITECT

CARLOS ZAPATA STUDIOS
444 BROADWAY, THIRD FLOOR
NEW YORK, NY 10013
212.566.0243 FAX
CONTACT: ANTHONY MONTALTO

STRUCTURAL

JOHN A. MARTIN & ASSOCIATES
1909 S. JONES BOULEVARD, SUITE A
LAS VEGAS, NV 89146
702.248.7000
702.553.5353 FAX
CONTACT: GREG CLAPP



07-21503-0715
Clark County Div. Services
Building Division
DEC 17 2008
Reviewed and Accepted
Chris Alvarado

<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>	<p>LANDING WITH 1 1/2\"/> </p>
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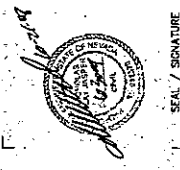
Project: FONTAINEBLEAU LAS VEGAS, NV
 Customer: RELIABLE STEEL
 Date: 1/2/2008
 Description: STAIR 191 - LANDING DETAILS

9880 STAIR WAY NE
 SUITE 100
 LAS VEGAS, NV 89114
 (702) 398-5395

Drawn by: BRUNN H.
 Checked by: BPH

07-21582 -- 15

Revised and Approved
 ESCS
 Civil County (Lic. 54-002)
 Building Division
 10/11/12/07



PACIFIC STAIR CO. STANDARD STAIR SYSTEM
 THESE DRAWINGS RELY ON THE DATA AND INFORMATION PROVIDED BY THE CLIENT. THE CLIENT IS RESPONSIBLE FOR THE ACCURACY OF ALL INFORMATION AND DATA. ALL INFORMATION AND DATA MUST BE INCORPORATED INTO THE STAIR SYSTEM DESIGN.

UNLESS NOTED OTHERWISE

SCALE: NONE
 DETAIL NO. L324

SCALE: NONE
 DETAIL NO. L323

SCALE: NONE
 DETAIL NO. L322

SCALE: NONE
 DETAIL NO. L321

SCALE: NONE
 DETAIL NO. L320

SCALE: NONE
 DETAIL NO. L319

SCALE: NONE
 DETAIL NO. L318

SCALE: NONE
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 DETAIL NO. L316

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 DETAIL NO. L315

SCALE: NONE
 DETAIL NO. L314

SCALE: NONE
 DETAIL NO. L313

SCALE: NONE
 DETAIL NO. L312

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 DETAIL NO. L311

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SCALE: NONE
 DETAIL NO. L308

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 DETAIL NO. L307

SCALE: NONE
 DETAIL NO. L306

SCALE: NONE
 DETAIL NO. L305

SCALE: NONE
 DETAIL NO. L304

SCALE: NONE
 DETAIL NO. L303

SCALE: NONE
 DETAIL NO. L302

SCALE: NONE
 DETAIL NO. L301

	<p>LANDING WITH 2x8 DECKING TUBE STEEL LEG SUPPORT (CONCRETE FILL BY OTHERS)</p> <p>PACIFIC STAIR CORPORATION SCALE: NONE DETAIL NO. L340</p>
	<p>LANDING WITH 2x8 DECKING TUBE STEEL LEG SUPPORT (CONCRETE FILL BY OTHERS)</p> <p>PACIFIC STAIR CORPORATION SCALE: NONE DETAIL NO. L341</p>
	<p>LANDING WITH 2x8 DECKING TUBE STEEL LEG SUPPORT (CONCRETE FILL BY OTHERS)</p> <p>PACIFIC STAIR CORPORATION SCALE: NONE DETAIL NO. L342</p>
	<p>LANDING WITH 2x8 DECKING TUBE STEEL LEG SUPPORT (CONCRETE FILL BY OTHERS)</p> <p>PACIFIC STAIR CORPORATION SCALE: NONE DETAIL NO. L343</p>
	<p>LANDING WITH 2x8 DECKING TUBE STEEL LEG SUPPORT (CONCRETE FILL BY OTHERS)</p> <p>PACIFIC STAIR CORPORATION SCALE: NONE DETAIL NO. L344</p>
	<p>LANDING WITH 2x8 DECKING TUBE STEEL LEG SUPPORT (CONCRETE FILL BY OTHERS)</p> <p>PACIFIC STAIR CORPORATION SCALE: NONE DETAIL NO. L345</p>
	<p>LANDING WITH 2x8 DECKING TUBE STEEL LEG SUPPORT (CONCRETE FILL BY OTHERS)</p> <p>PACIFIC STAIR CORPORATION SCALE: NONE DETAIL NO. L346</p>

07-21582 - 12
 Date: 07/01/09
 Customer: FONTAINEBLEAU LAS VEGAS, NV
 Project: STAIR 193 - LANDING DETAILS
 Drawing no: 193-LDI



PACIFIC STAIR CO. STANDARD STAIR SYSTEM
 THESE DRAWINGS REPRESENT PACIFIC STAIR COMPANY STANDARD
 DESIGN DETAILS. THEY DO NOT REPRESENT ANY OTHER
 DESIGN OR CONSTRUCTION. ALL WORK SHALL BE ACCORDANCE
 WITH THE STAIR SYSTEM DESIGN.

UNLESS NOTED OTHERWISE

Project: FONTAINEBLEAU
 LAS VEGAS, NV

Scale: NONE
 Customer: RELIABLE STEEL

Date: 07/01/09
 Designer: B. Fontainebleau

Description:
 STAIR 193 - LANDING DETAILS

193-LDI

SEAL / SIGNATURE

Exhibit 1 Part 8

	<p>STAIR TOP CONNECTOR TO STRUCTURAL DECK EDGE (STANDARD)</p> <p>TYPE: H&A PAIN TREADS SCALE: NONE RISE: NONE RUN: NONE</p> <p>PACIFIC STAIR CORPORATION DETAIL NO. 507</p>
	<p>STAIR BOTTOM CONNECTOR TO STRUCTURAL DECK EDGE (STANDARD)</p> <p>TYPE: H&A PAIN TREADS SCALE: NONE RISE: NONE RUN: NONE</p> <p>PACIFIC STAIR CORPORATION DETAIL NO. 508</p>
	<p>STAIR CONNECTION TO CONCRETE SLAB (STANDARD)</p> <p>TYPE: H&A PAIN TREADS SCALE: NONE RISE: NONE RUN: NONE</p> <p>PACIFIC STAIR CORPORATION DETAIL NO. 509</p>
	<p>STAIR TOP CONNECTOR TO STEEL LANDING (STANDARD)</p> <p>TYPE: H&A PAIN TREADS SCALE: NONE RISE: NONE RUN: NONE</p> <p>PACIFIC STAIR CORPORATION DETAIL NO. 510</p>
	<p>STAIR BOTTOM CONNECTOR TO STEEL LANDING (STANDARD)</p> <p>TYPE: H&A PAIN TREADS SCALE: NONE RISE: NONE RUN: NONE</p> <p>PACIFIC STAIR CORPORATION DETAIL NO. 511</p>
	<p>STAIR CONNECTION TO CONCRETE TO STEEL LANDING (STANDARD)</p> <p>TYPE: H&A PAIN TREADS SCALE: NONE RISE: NONE RUN: NONE</p> <p>PACIFIC STAIR CORPORATION DETAIL NO. 512</p>
	<p>STAIR CONNECTION TO CONCRETE TO STEEL LANDING (STANDARD)</p> <p>TYPE: H&A PAIN TREADS SCALE: NONE RISE: NONE RUN: NONE</p> <p>PACIFIC STAIR CORPORATION DETAIL NO. 513</p>

07-21582-14
 Carl Curry, Inc. Services
 Building Services Division
 1075 S 20th
 Phoenix, AZ 85024
 Prepared and Accepted
 ESR

SEAL / SIGNATURE

Project: FONTAINEBLEAU
 LAS VEGAS, NV

Scale: NONE
 Date: 07/02/09

Drawn By: BRAN H
 Checked By: EBT

Reliable Steel

STAIR 151 - STAIR CONNECTION DETAILS

Drawing No: B990 STAIR WAY NE
 SALEM, OR 97305
 (503) 390-8305

PACIFIC STAIR CORPORATION
 (517-5D)

PACIFIC STAIR CO. STANDARD STAIR SYSTEM
 THESE DETAILS REFLECT PACIFIC STAIR COMPANY STANDARD
 CONSTRUCTION PRACTICES AND ARE NOT TO BE USED WITHOUT THE
 ASSISTANCE OF A PROFESSIONAL ENGINEER. HOWEVER,
 ALL ENGINEERING DATA AND BUILDING CODES ARE INCORPORATED
 INTO THE INFORMATION HEREIN.

UNLESS NOTED OTHERWISE

Fountainbleau

CASINO • RESORT PODIUM

LAS VEGAS, NEVADA

STRUCTURAL BULLETIN S16

20 NOV 2008

DESIGN ARCHITECT

PAUL STEELMAN DESIGN GROUP
3330 W. DESERT INN ROAD
LAS VEGAS, NV 89102
702.873.0221
702.367.3565 FAX
CONTACT: PAUL STEELMAN

EXECUTIVE ARCHITECT

BERGMAN, WALLS & ASSOCIATES, LTD.
2965 S. JONES BOULEVARD, STE. C
LAS VEGAS, NEVADA 89146
702.940-0000
702.940-0001 FAX
CONTACT: ROBERT FREDRICKSON

DESIGN ARCHITECT

CARLOS ZAPATA STUDIOS
444 BROADWAY, THIRD FLOOR
NEW YORK, NY 10013
212-966-9252
212-966-9243 FAX
CONTACT: ANTHONY MONTALTO

STRUCTURAL

JOHN A. MARTIN & ASSOCIATES
1809 S. JONES BOULEVARD, SUITE A
LAS VEGAS, NV 89146
702.248.7000
702.253.5353 FAX
CONTACT: GREG CLAPP

07-21582-49
City of Las Vegas
Engineering Division
DEC 11, 2007
Permitted to be used
ESEA

NEVADA
PERMIT SET



CCN

07-21582-49

BILL OF MATERIAL

MATERIAL REQUIRED		SHIPPING	
Item	Part	Length	Quantity
1	ONE C 12x20.7	12'-0"	1
2	ONE C 12x20.7	12'-0"	1
3	ONE C 12x20.7	12'-0"	1
4	ONE C 12x20.7	12'-0"	1
5	ONE C 12x20.7	12'-0"	1
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98	ONE C 12x20.7	12'-0"	1
99	ONE C 12x20.7	12'-0"	1
100	ONE C 12x20.7	12'-0"	1

W & W Steel Co.
 PANY: 600 SHERMAN WILKINS BLDG. REF: ENTS THRU ENTD

- FIELD BOLTS
2 - 1/2" x 4" WEDGE ANCHOR
376FB01
- SHOP BOLTS
4 - 3/4" x 0-21" A325 HEX BOLT
4 - 3/4" A325 HEX NUT
8 - 3/4" A325 FLAT WASHER
376SB01



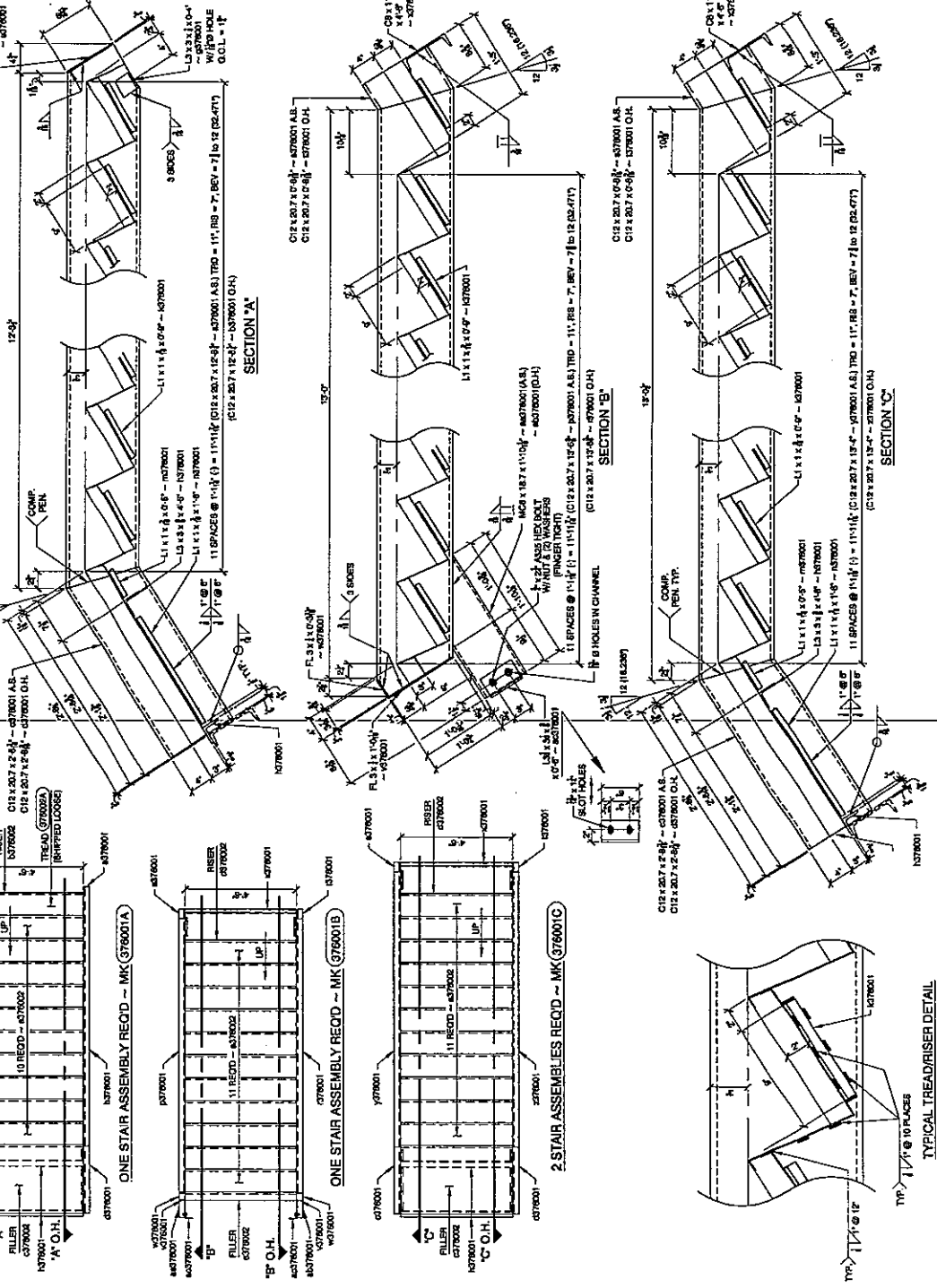
Customer	Fontainebleau Resort	Order No.	376001
Project	Fontainebleau Parking/Convention Center	Drawn By	MB-13
Location	Las Vegas, Nevada	Check By	376001
Company	Bergman, Wallis & Associates, Ltd.	Scale	
Address	Bergman, Wallis & Associates, Ltd.	Notes	

Clark County Div. Services
 Building Services Division
 NOV 2 6 2008
 Reviewed and Accepted
 ESGL

REVISIONS

No.	Date	By	Description
1	11/07	MB-13	ISSUED FOR PERMIT
2	11/07	MB-13	REVISED PER COMMENTS
3	11/07	MB-13	REVISED PER COMMENTS

Checked By: MB-13
 Drawn By: MB-13
 Date: 11/07





Turnberry West Construction, Inc.

2755 S. Las Vegas Blvd
Las Vegas, NV 89109
Ph : 702.495.7360

Submittal

PERMIT SET

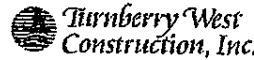
Job: 10300
3-Parking Garage - Convention
Fontainebleau Resorts & Casino
2755 S Las Vegas
Las Vegas, NV 89109

Spec Section No: 09 22 16
Submittal No: 9
Revision No: 0
Sent Date: 11/19/2008
Due Date: 12/10/2008

REVISION

Spec Section Title: Non-Structural Metal Framing
Submittal Title: Suspended Ceiling- SK-06,SK-07 w/Calcs Trapeze System
07-7220-35

Contractor:
Turnberry West Construction, Inc.



Fontainebleau Resor
2755 Las Vegas Bl
Las Vegas, NV 8910

Clark County Dev. Services
Building Services Division

Bergman Walls
Darrell Wood

DEC 08 2008

Reviewed and Accepted
ESGIL

Job: 10300 Date Received: 11/19/08

Submittal Number: 092216-9 Spec Section: 092216

Reviewed By: RP Date Reviewed: 11/19/08

THE GENERAL CONTRACTORS REVIEW OF THIS SUBMITAL IN NO WA
RELIEVES THE SUBCONTRACTOR / VENDOR FROM THEIR OBLIGATIC
TO COMPLY WITH THE CONTRACT DOCUMENTS OR GENER
CONTRACT PROVISIONS.

Engineer's Stamp

Architect's Stamp

Review and approval is only for conformance with the design concept of the Project and the information given in the Contract Documents and does not imply total correctness of the submittal. The Contractor is responsible for quantities and dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication process or to techniques of construction; for meeting all applicable standards and code requirements; and for coordination of the work with all trades.

APPROVED AS NOTED-RESUBMISSION NOT REQUIRED
 REVISE AND RESUBMIT
 REJECTED-DO NOT RESUBMIT

BY: KB DATE: 11-20-08

Bergman, Walls & Associates Ltd., Architects
2965 S. Jones Blvd., Suite C, Las Vegas, Nevada 89146

SUBMITTING ENGINEER TO VERIFY THAT SK-06 AND SK-07 ARE ACCEPTABLE FOR USE AT ALL LOCATIONS.

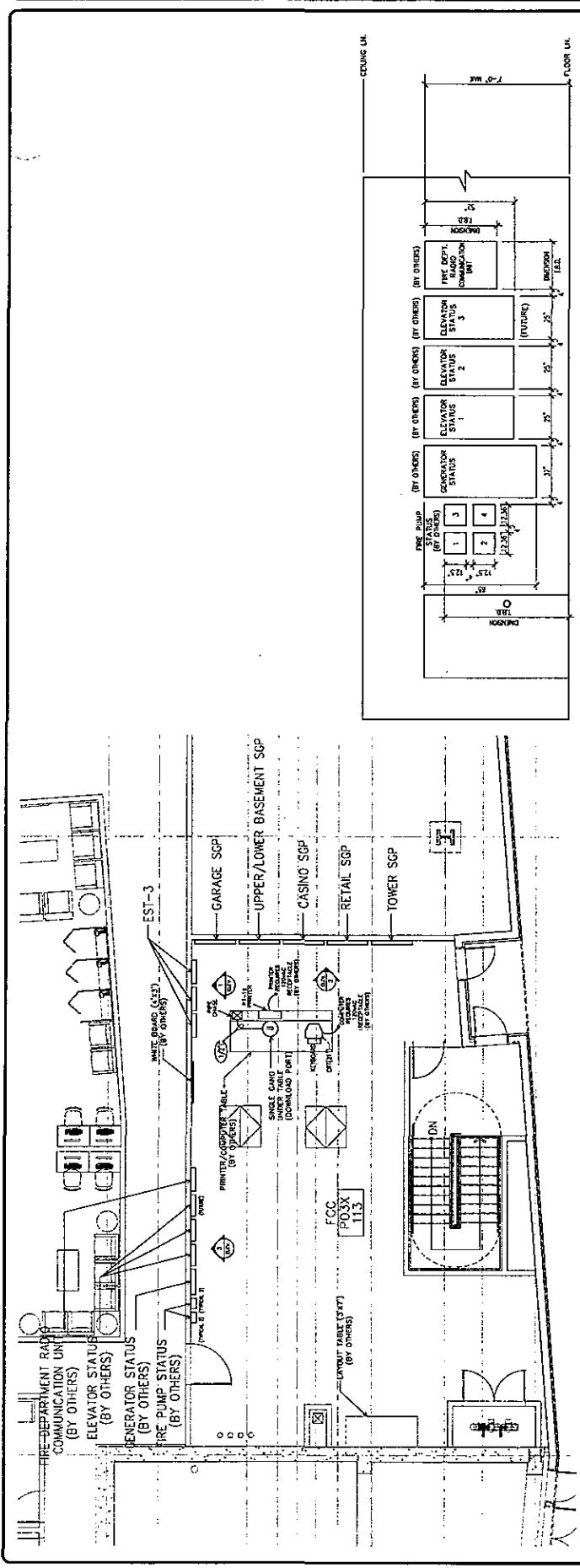
Fontana
 7777 S. TOWERS BLVD.
 LAS VEGAS, NEVADA 89149



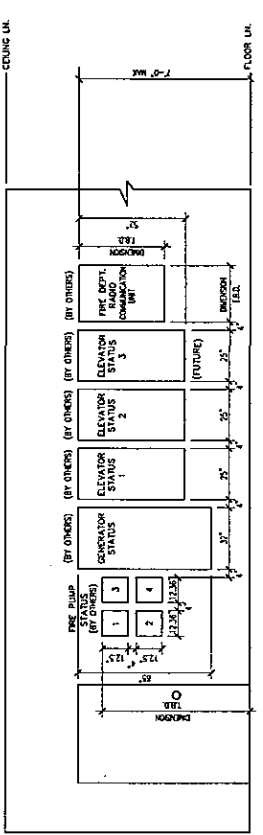
FONTAINEBLEAU PODIUM
 FIRE COMMAND CENTER
 LAYOUT AND SYSTEM
 SHEET 113

DATE: 10/27/08
 DRAWN BY: J. J. JONES
 CHECKED BY: J. J. JONES
 PROJECT: FONTAINEBLEAU PODIUM
 SHEET NO. 113
 OF 113

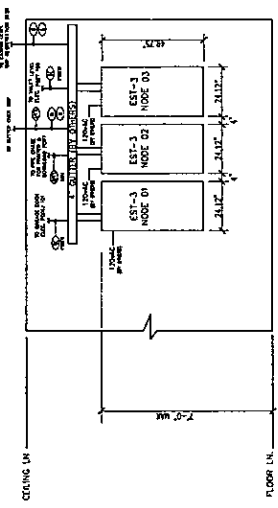
FCC
 DETAIL



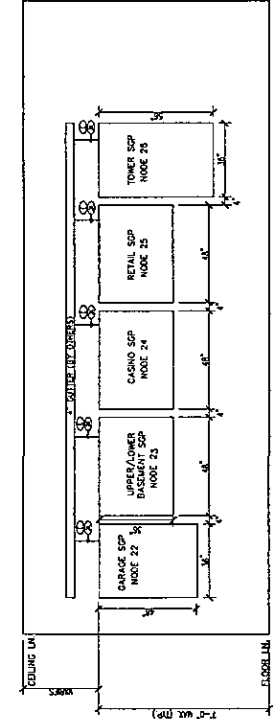
**CASINO LEVEL P03X 113
 FIRE COMMAND CENTER - PANEL LAYOUT**
 SCALE: 1/4"=1'-0"



ELEVATION 1
 SCALE: 1/2"=1'-0"



ELEVATION 2
 SCALE: 1/2"=1'-0"



ELEVATION 3
 SCALE: 1/2"=1'-0"

- REVISIONS**
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
- NOTES**
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.

DESIGNED BY: J. J. JONES
 DATE: 10/27/08
 CHECKED BY: J. J. JONES
 PROJECT: FONTAINEBLEAU PODIUM
 SHEET NO. 113
 OF 113

REVIEWED BY: CLASS COUNTY FIRE DEPARTMENT
 DATE: 11/13/08

DATE: 11/13/08
 BY: J. J. JONES

DATE: 11/13/08
 BY: J. J. JONES

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 BY: J. J. JONES

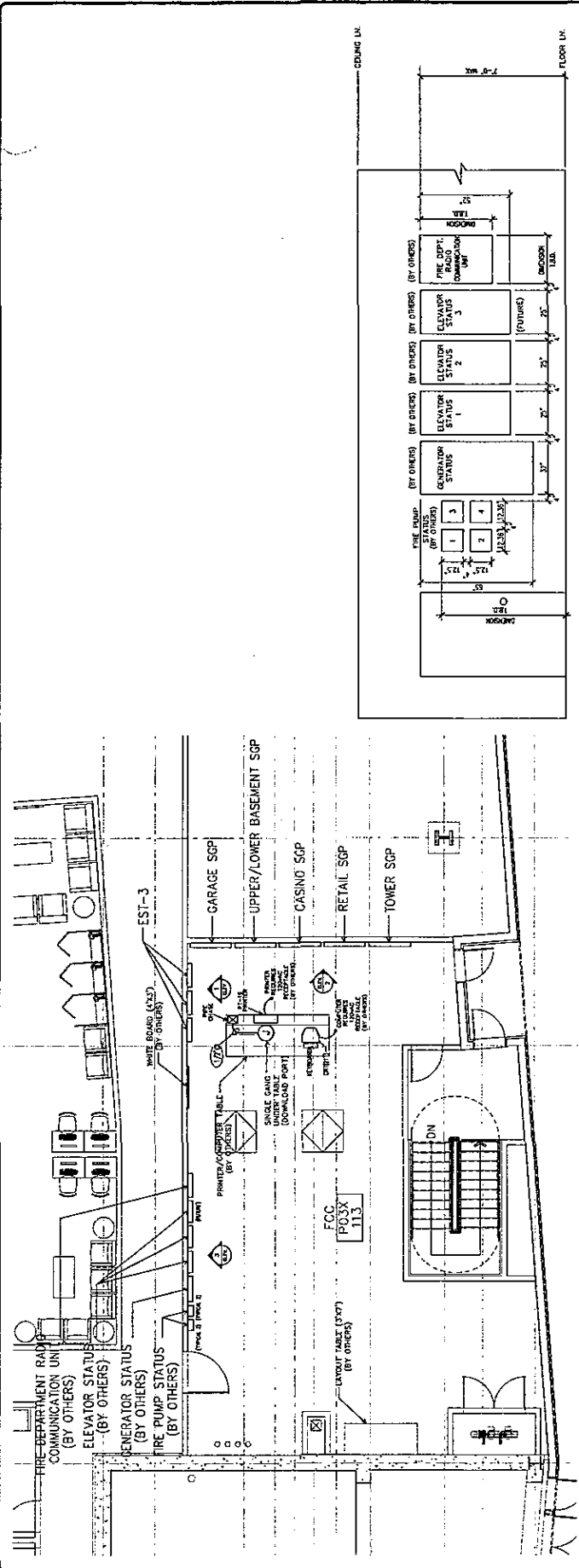
DATE: 11/13/08
 BY: J. J. JONES

Fontainebleau

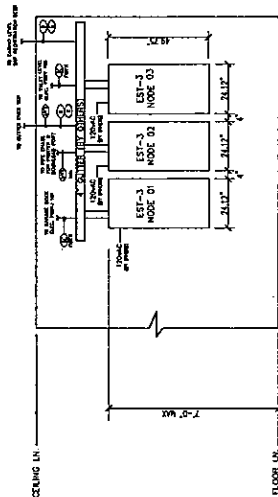


Fontainebleau Podium
FIRE COMMAND CENTER
LAYOUT ON FLOOR 113
FIRE ALARM SYSTEM

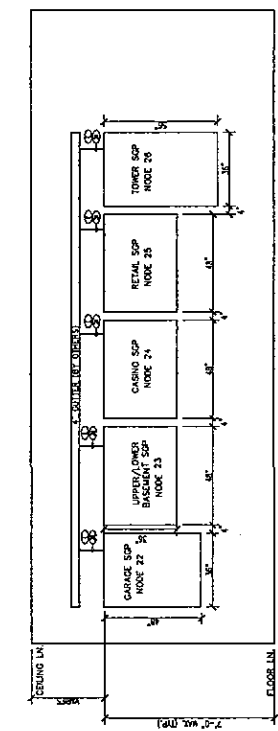
DATE: 07/01/09
SCALE: 1/2"=1'-0"
PROJECT NO: 0801621-AJC
FCC DETAIL



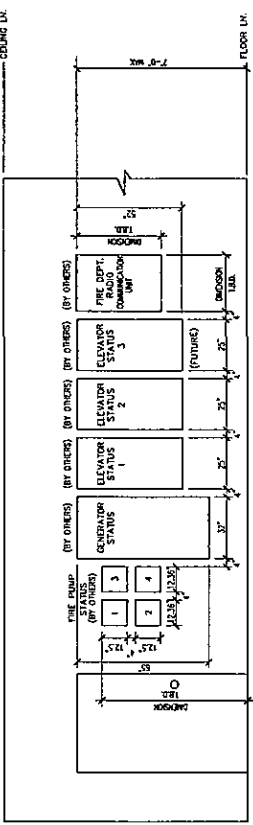
**CASINO LEVEL P03X 113
FIRE COMMAND CENTER - PANEL LAYOUT**
SCALE: 1/4"=1'-0"



**ELEVATION
ELEV 1**
SCALE: 1/2"=1'-0"



**ELEVATION
ELEV 2**
SCALE: 1/2"=1'-0"



**ELEVATION
ELEV 3**
SCALE: 1/2"=1'-0"

- REVISIONS**
1. REVISED TO SHOW THE FIRE ALARM SYSTEM
 2. REVISED TO SHOW THE FIRE COMMAND CENTER
 3. REVISED TO SHOW THE FIRE ALARM SYSTEM
 4. REVISED TO SHOW THE FIRE COMMAND CENTER
 5. REVISED TO SHOW THE FIRE ALARM SYSTEM
 6. REVISED TO SHOW THE FIRE COMMAND CENTER
- NOTES**
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO EDGE UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO MIDDLE UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO SURFACE UNLESS OTHERWISE NOTED.

DESIGNED BY: [Signature]
DATE: 07/01/09
REVIEWED BY: CLASS COUNTY FIRE DEPARTMENT
DATE: 07/01/09
SCALE: 1/2"=1'-0"
PROJECT NO: 0801621-AJC
FCC DETAIL

EXHIBIT “T”



EXHIBIT “U”

Include Closed Jobs: No

Project Manager:

10500 2-Podium

Area:	Our Number	Sub's Number	Subject	Sent Date	Due Date	Days (due/overdue)
Area: 1319R1	1319R1	DPHH0000	Relocation of 20" CHWS/R at Gridlines 15/P.3	10-14-2008	12-09-2008	44
	1319R2		Podium - Valet Level - Plumbing/Structural -Relocation of 20" CHWS/R at Gridlines 15/P.3	01-21-2009	01-28-2009	6
	1472		Retail Tenant Space Demising Walls	11-14-2008	11-21-2008	62
	1562		Buffer - Door, Frame, & Detail Schedule	12-08-2008	12-15-2008	38
	1599		Pool Deck Venue and Pool Cafe Drains	12-15-2008	12-30-2008	23
	1606	ROMB RHFB	Soffit Light Fixtures Circuiting	12-16-2008	12-23-2008	30
	1607		Pool Shower Valves	12-16-2008	12-23-2008	30
	1609	DPHF0113	18" Storm Drain Cans at Core 8 Level 4	12-18-2008	12-24-2008	29
	1610		Facade Design Discrepancies at Casino Level, LR-03	12-16-2008	12-30-2008	23
	1630	SAFE 3804	Fire Alarm Submittal 283111 - 5 Comments	12-22-2008	12-29-2008	24
	1632		Infill for Deleted Water Feature on Level 9	12-22-2008	12-29-2008	24
	1646		Convention Lobby - Acoustical Wall Panels / Expansion Joints	12-24-2008	12-30-2008	23
	1647		Convention Lobby - Storefront/Entrances	12-24-2008	12-31-2008	22
	1659		Podium - Plumbing/Architecture - Pool Deck - Cabanas - Cabana type A roof drain	01-05-2009	01-12-2009	10
	1666		Fireproofing at the Lower Pool Deck - Level 8	01-07-2009	01-14-2009	8
	1676		Podium - Plumbing - Storm drain piping routing on level 5,4,3 - Area F	01-09-2009	01-15-2009	7
	Area: 198 OCIP-DO NOT USE	1678		Section Through Cut Detail at Casino Elevator Lobby	01-14-2009	01-21-2009	1
Area: 1685	1685		Elevator Machine Room for TSI	01-14-2009	01-21-2009	1
	1688	CONTI 307	Emergency Electrical Rooms layout on Level 4	01-14-2009	01-21-2009	1
	1695		Fireproofing of Escalator Support Members	01-15-2009	01-22-2009	0
	1696		Fireproofing of Escalator Support Members	01-15-2009	01-22-2009	0
	1697		FF & E Interior Specification Manuals For Pool Deck Venues	01-15-2009	01-22-2009	0
	1698	PDPH127	Podium - IT computer room - cold water piping inside computer room	01-15-2009	01-22-2009	0
	1702		TV's at Oasis Pool Bar	01-15-2009	01-22-2009	0
	1704	PDPH130	Podium - Pool deck - plumbing - Planter drainage	01-19-2009	01-22-2009	0
	1705			01-19-2009	01-22-2009	0
	1706	PDPH136	Podium - Plumbing - level 11 area T - Sanitary piping continuation	01-15-2009	01-22-2009	0
	1721		Pool Cafe Separation Wall At Egress Stairs	01-16-2009	01-23-2009	1
	1722		2 missed embeds on the North perimeter wall	01-16-2009	01-23-2009	1
	1733		Podium - Plumbing - hand sink requirement on beverage room by Health Dept.	01-20-2009	01-27-2009	5
	1736		Gotham Bar and Grill	01-20-2009	01-27-2009	5
	1741		F2 Cable	01-21-2009	01-28-2009	6
	1743	VC #1	Prepared Backfill Mix	01-21-2009	01-28-2009	6
	Area: 400 Public Restrooms	1551		Height of Tissue Dispensers in Public Restrooms	12-08-2008	12-15-2008	38
1617			Public Restrooms Sconce Spacing Dimensions Clarification	12-17-2008	12-24-2008	29
1729			No Speakers shown in Restroom # 404	01-20-2009	01-27-2009	5
1742			Restroom ID RCP vs Arch. RCP Discrepancy	01-21-2009	01-28-2009	6
Area: 814 Coffee Shop		1689	BE 22,23-	Dimmer Controls	01-14-2009	01-21-2009	1
1708	BOMB32,33	Coffee Shop Lighting	01-15-2009	01-22-2009	0	
Area: 815 Buffet	1631	BOMB 011-	LED Screens at Buffet Entrance	12-22-2008	12-29-2008	24
	1670	17,18,19-	Discrepancies Between Buffet ID's and Electrical Drawings	01-08-2009	01-15-2009	7
	1691	20,21,34-	Buffet Lighting Circuits	01-14-2009	01-21-2009	1
	Area: 821 Hi Limit Area	1740		CA Spec for High Limit Private Gaming A, B and C	01-21-2009	01-28-2009	0
Area: 823 FERetail-Level 5	1614		Control Joint Floor Plan for Stone Flooring at the Retail Promenade	12-17-2008	12-24-2008	29
	1626		Power for Duratrans around Retail Promende & Quantity Discrepancy	12-22-2008	12-29-2008	24

Include Closed Jobs: No

10500 2-Podium

Our Sub's
Number Number Subject

Area: 823 FRetail-Level 5

1635 BOMB 008- Retail Level Floor Box Locations

Area: 829 Convention Lobby

1723 SAFE 3804 Convention Lobby Fire Alarm Detection System

Area: 836 Poker

1675 P-107 Cased Opening Height @ Main Poker Room
1714 Lighting Call-out @ Poker

Area: 837 Sports Book

1473R1 BOMB 006- Race & Sportsbook MATV Wall
1737 Sports Book - Ticket Writers Interference

Area: 860 Casino

1686 Finished Ceiling Lighting Plan @ Main Casino
1687 Low Ceiling Clarification @ Main Casino

Area: 867 Meeting Rooms

1648 TWC11P Equipment setting on expansion joint
1652 RAYP102 Wall Type Request - Hospitality Suites
1668 DRH125HS Permit Package for the Bleu Lobby Bar/Lounge
1732 WW366 Podium to Garage Expansion Joint
1735 DAL048P Wall types, Dims, Door Locations Needed

Area: 901 Health Club/Spa

1427R2 Podium - Spa - Plumbing - Shower drains plumbing fixture
1672 Podium - Level 2 - area S - Spa equip. rm. MCC panel concrete pad
1711 Spa - Level 7 Spa Suite Hydro Tub and Foot Bath locations
1716 Spa - Cantalivered Bench between Women and Men Spas
1734 Podium - Spa - Shower drain locations

Area: 913 Pool Cafe

1669 Plumbing Fixture Schedule
1719 BOMB BS-0 Fixture Type at Pool Cafe Host Stand

Area: 999 IEED

1712 Specification WV-2001A
1713 Specification WV-2006

Area: 910A Back of House

1524 Door Casing Detail-Level 3
1555 Level 4 Area "E" Training Rm. P04E-104
1628R1 Restrooms P03M-105 and P03M-106
1718 CONTI 208 Booster Heater Location
1724 Vestibule P01D-103 / Door P01D-103A
1726 Fire Alarm - Plenum Shafts Consideration
1739 Added Wall-IT Room P02F/G 101

Area: 910B Valet

1725 CONTI 202 Valet Level Light Switch Requirements

Area: Core and Shell

1683 TP 1 Elevator Pit
1707 Core 1 west face PSK 161 fix on levels 8 & 9
1730 KHS&S #1 Deck Edge Loading from Gloux Glass
1744 CMU wall conflict with Brace frame at area T

Area: 915 Pool Deck

1492R1 T&R 139A Euro Area Fireplace Control Location

Project Manager:

12-23-2008 12-30-2008 23 OVERDUE

01-20-2009 01-27-2009 5

01-09-2009 01-16-2009 6 OVERDUE
01-16-2009 01-30-2009 8

12-31-2008 01-12-2009 10 OVERDUE
01-21-2009 +***

01-14-2009 01-28-2009 6
01-14-2009 01-28-2009 6

12-26-2008 01-13-2009 9 OVERDUE
12-30-2008 01-14-2009 8 OVERDUE
01-07-2009 01-16-2009 6 OVERDUE
01-20-2009 01-29-2009 7
01-20-2009 01-29-2009 7

01-08-2009 01-14-2009 8 OVERDUE
01-08-2009 01-12-2009 10 OVERDUE
01-15-2009 01-22-2009 0
01-16-2009 01-23-2009 1
01-20-2009 01-27-2009 5

01-07-2009 01-14-2009 8 OVERDUE
01-16-2009 01-23-2009 1

01-16-2009 01-23-2009 1
01-16-2009 01-23-2009 1

11-24-2008 12-01-2008 52 OVERDUE
12-08-2008 12-15-2008 38 OVERDUE
12-19-2008 12-26-2008 27 OVERDUE
01-16-2009 01-23-2009 1
01-19-2009 01-26-2009 4
01-19-2009 01-26-2009 4
01-21-2009 01-28-2009 6

01-19-2009 01-26-2009 4

01-13-2009 01-23-2009 1
01-15-2009 01-22-2009 0
01-20-2009 01-27-2009 5
01-22-2009 01-29-2009 7

12-05-2008 12-12-2008 41 OVERDUE

Turnberry West Construction, Inc.

Include Closed Jobs: No

Project Manager:

10500 2-Podium

Our Number	Sub's Number	Subject	Sent Date	Due Date	Days (due/overdue)
Area: 1679	915 Pool Deck	Podium - Pool Deck - Plumbing - Trench Drain configuration review	01-13-2009	01-20-2009	2 OVERDUE
1694	BOMB29,30	Pole Mounted Fire Alarm Devices	01-15-2009	01-22-2009	0
1701	BOMB29,30	Pole Mounted Fire Alarm Devices	01-15-2009	01-22-2009	0
1703	FDPH129	Podium - Pool deck - plumbing - PED locations	01-15-2009	01-22-2009	0
1728		Podium - Pool Deck - Architectural - Cut section request for area in front of Lanais	01-19-2009	01-22-2009	0
1731		Podium - Pool Deck - Architectural/Plumbing - Trench drain location in front of Lanais	01-20-2009	01-27-2009	5

Include Closed Jobs: No

Project Manager:

10300 3-Parking Garage - Convention

Area:	Our Number	Sub's Number	Subject	Sent Date	Due Date	Days (due/overdue)
	843	CON134	PC Workstation Locations	10-30-2008	11-06-2008	77
	899	UPI042	Hot Water PRV & Relief Valve	11-20-2008	11-27-2008	56
	968	JCI066	Chiller Vibration Monitoring	12-22-2008	12-31-2008	22
	975	TWC112	Floral Prep Area Coolers	12-30-2008	01-14-2009	8
	983	MWD071	Sound Rated Walls above Operable Partitions	01-06-2009	01-15-2009	7
	886	CON161	Ballroom Floor Box Clarification	01-09-2009	01-20-2009	2
	994	GR094	Vapor Duct / Door Interference	01-15-2009	01-26-2009	4
	995	TWC120	Curb Detail in Kitchen Areas	01-16-2009	01-27-2009	5
	996	ASC001	Delta 7 Fireproofing	01-16-2009	01-27-2009	5
	997	ASC002	Delta 8 Fireproofing	01-16-2009	01-27-2009	5
	998	ASC003	Bulletin 10 Fireproofing	01-16-2009	01-27-2009	5
	999	ASC004	Vertical / Horizontal Fireproofing	01-16-2009	01-27-2009	5
	1001	MWD072	Alternative Ceiling Hangers Ballroom / Convention	01-19-2009	01-28-2009	6
	1004	TWC121	Valet Level Blockout Repair @ Telecom Rm	01-20-2009	01-29-2009	7
	1005	TWC122	Maintaining Wall Rating @ T/5 Line	01-21-2009	01-30-2009	8
	1006	TWC123	Wind Girts @ Ballroom 1 Line	01-21-2009	01-30-2009	8
	1007	TWC124	Hand Sinks in Beverage Rms	01-21-2009	01-30-2009	8
	1008	ASC005	Delta 9 Fireproofing	01-21-2009	01-30-2009	8

Include Closed Jobs: No

Project Manager:

10200 1-Tower

Area:	Our Number	Sub's Number	Subject	Sent Date	Due Date	Days(due/overdue)
	190		Visual Appliances in Condo Units	08-15-2007	08-22-2007	OVERDUE 519
	358 - R2	7/16/08	Elevator Spreader Tube Adjustment	07-17-2008	07-24-2008	OVERDUE 182
	777	10/10/08	Level T62 & T63 Chord Steel	10-10-2008	10-17-2008	OVERDUE 97
	831		"Super Suites" - Wattleage Requirements for Light Fixtures	11-05-2008	11-12-2008	OVERDUE 71
	851 R-1		Room numbering for the fire Alarm	12-10-2008	12-17-2008	OVERDUE 36
	870		6.5-Bay Suite: Decorative Wall in Master Bedroom	11-20-2008	11-27-2008	OVERDUE 56
	87B Rv 1		5, 6.5 and 7 Bay Suite Kitchenette & Wet Bars	12-11-2008	12-18-2008	OVERDUE 35
	934		6.5-Bay Suite: Depth of Shelves in QQ Bedroom	12-17-2008	12-24-2008	OVERDUE 29
	946		Super Suites: Clarification of Item Shown on Floor Plans in Shower	12-29-2008	01-07-2009	OVERDUE 15
	947	15	Anchor bolts level T63 grid TS/17 and TT/77.7	12-29-2008	01-05-2009	OVERDUE 17
	948 R-1	1/15/09	Embed T64 T2/TR line, additional information as requested	01-15-2009	01-22-2009	OVERDUE 0
	948	16	Embed off layout level T64 grid T2/TR	12-29-2008	01-05-2009	OVERDUE 17
	951	115	Smoke Exhaust Fans	12-31-2008	01-07-2009	OVERDUE 15
	952		Typical Guestroom Accessible Tub Units: Soap Dish	01-02-2009	01-09-2009	OVERDUE 13
	954		Steam Generator @ Super Suite Steam Showers	01-06-2009	01-13-2009	OVERDUE 9
	963		Towel Bar Locations in ADA Typical Rooms	01-07-2009	01-14-2009	OVERDUE 8
	967		Wall Covering Clarification in 3-Bay Suite	01-10-2009	01-15-2009	OVERDUE 7
	968		Fan Coil designation	01-12-2009	01-19-2009	OVERDUE 3
	969		Thermostats for Public Area/BOH Fan Coils	01-12-2009	01-19-2009	OVERDUE 3
	970	1/12/09	Lvl. T64 North Facade CW support elevation	01-14-2009	01-19-2009	OVERDUE 3
	971		Junior Suite: Threshold Between Living Room and Bedroom	01-14-2009	01-19-2009	OVERDUE 3
	972		Fire Alarm Speaker locations for Suites	01-15-2009	01-22-2009	OVERDUE 0
	973		Location for Pressure Reducing Valves	01-15-2009	01-22-2009	OVERDUE 0
	974	1-16-09	Wallcovering in Tower Pool Lobby	01-16-2009	01-22-2009	OVERDUE 0
	975	1/16/09	Lvl. T63 topping slab design needed	01-16-2009	01-23-2009	OVERDUE 1
	977	MSFB-95	Owner Supplied Light Fixtures - Dimming	01-19-2009	01-26-2009	OVERDUE 4
	978	001	T-63 stair # 3 void area	01-21-2009	01-28-2009	OVERDUE 5

Area:	North Podium					
	861		NOPO - Revised Opening Dimensions	11-18-2008	12-23-2008	OVERDUE 30
	932		North Podium Elevator Tubes	12-17-2008	01-13-2009	OVERDUE 9
	955		NOPO - Podium Ramp Wall Width	01-06-2009	01-13-2009	OVERDUE 9
	956		NOPO - Podium Ramp Wall Elevation	01-06-2009	01-13-2009	OVERDUE 9
	957		NOPO - Ramp Divider Walls	01-06-2009	01-13-2009	OVERDUE 9

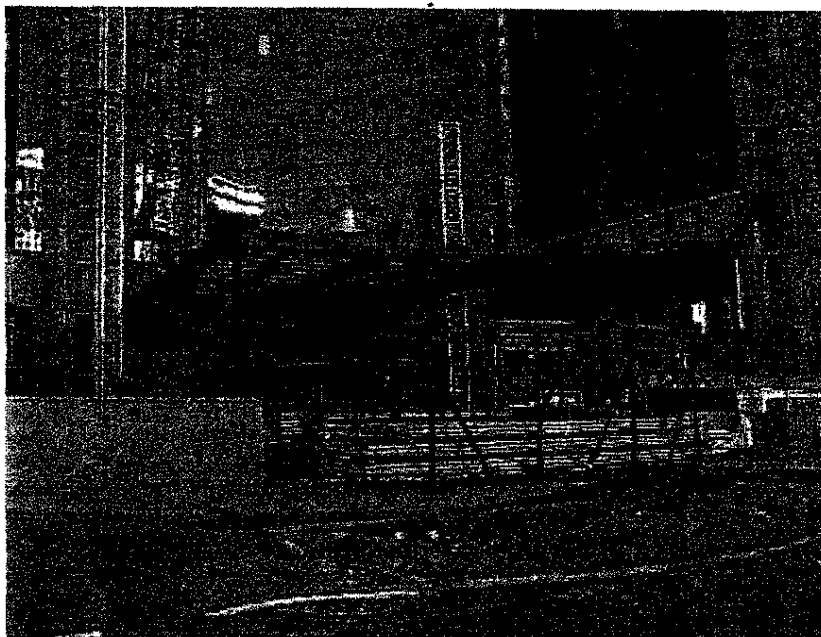
EXHIBIT “V”

EXHIBIT “W”

Exhibit 2

Project Status Report

Report No. 22
Fontainebleau Las Vegas
8,749,063 SFG Hotel & Casino
Las Vegas, Nevada



Prepared for
Bank of America
Dallas, Texas
&
Lehman Brothers Holdings, Inc
New York, New York

March 3, 2009
IVI Project No. V61210964





CONSTRUCTION CONSULTING & PROJECT MANAGEMENT

INSPECTION & VALUATION INTERNATIONAL, INC.

106 Corporate Park Drive, Suite 417
White Plains, New York 10604
(914) 694-1900 (tel)
(914) 694-4007 (fax)
www.lvi-intl.com

March 3, 2009

CDROM Overnight Mail

Mr. Brandon Bolio
Bank of America, N.A.
Gaming & Leisure Industry
901 Main Street, 64th Floor
Dallas, Texas 75202
(214) 209-3795 (tel)
(214) 209-0085 (fax)
brandon.bolio@bankofamerica.com

Mr. Josh Freedman
Lehman Brothers Holdings, Inc.
399 Park Avenue
New York, New York 10022
(212) 526-7000 (tel)
(212) 713-1278 (fax)
josh.freedman@lehman.com

Re: Fontainebleau Las Vegas
8,749,063 SFG Hotel & Casino
Las Vegas, Nevada
IVI Project No. V61210964

Dear Mr. Bolio and Freedman:

Attached is our Project Status Report No. 22 for the Developer's Draw Request No. 22 and the General Contractor's Requisition No. 22.

If you have any questions please call me directly at (914) 313-5067. If I am not available, please contact Robert W. Barone, R.A., LEED AP, at (914) 313-5113.

Sincerely,

INSPECTION & VALUATION INTERNATIONAL, INC.

Paul R. Bonvicino Jr.
Senior Project Manager

Reviewed by:

Robert W. Barone, LEED AP
Senior Vice President

PRB/aok

CC: jeanne.p.brown@bankofamerica.com; mrafeddie@trimontrea.com; ronaldo.naval@bankofamerica.com ; brian.corum@bankofamerica.com

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Exhibits

SUMMARY

Anticipated Construction Cost vs. Direct Cost Budget

The Developer's direct cost budget was increased by \$190,265,022 in June 2008 to account for a significant amount of additional construction costs, resulting in a revised direct cost budget of \$2,099,999,238, and a direct cost contingency budget of \$211,894,252. The construction costs are currently within the Developer's revised direct cost budget of \$2,099,999,234. During this PC, the Prime Contract Control Budget was increased from \$1,972,635,661 to \$1,986,150,792, and the Contingency was reduced by \$13,564,877, resulting in a current direct cost contingency of \$76,848,445. This equates to 10.9% of the cost-to-complete and is adequate for the project as detailed in the Anticipated Cost Report, which reflects drawing completion and coordination; however, the ACR this PC anticipates a balance contingency of \$15,545,478 as detailed in section 3.3. While the Anticipated Cost Report indicates the Project is expected to stay within budget, IVI is concerned that all the subcontractor claims have not been fully incorporated into the report and potential acceleration impact to meet the schedule has not been included. Additionally, it appears that the LEED credits are tracking behind projections and the Developer has begun a detailed audit and the findings will be presented at the April 2009 quarterly meeting.

Construction Status

The project began in January 2007 with the Grand Opening anticipated in November 1, 2009. At 66.6% complete, the overall construction progress is tracking in-line with the latest construction schedule, which indicates a November 1, 2009 overall completion.

While the Project is tracking in accordance with the current schedule, it appears that the work in the podium may need to be accelerated to meet the aggressive target for that portion of the Project. A few venues are tentatively scheduled to open after grand opening as detailed in section 4.1.

The overall impact of the collapse to the Garage/Convention Center construction schedule is six (6) to (8) eight weeks behind schedule. At this time, it has been determined that the overall completion dated of the Garage/Convention Center will not be impacted.

Quality of Work/Conformance with Construction Documents

The work observed appears to be in general conformance to the drawings and specifications we have reviewed, and during our site visit, we did not observe any significant areas of unsatisfactory workmanship. It should be noted that the General Contractor has been maintaining a clean, relatively debris free site.

Five (5) previous material incidents occurred on-site August 2, 2007, August 6, 2007, February 11, 2008, June 3, 2008 and June 25, 2008. We understand that OSHA has acknowledged no fault or negligence on the part of TWC or FB for the August 2 and 6 incidents and will issue their formal report in 12 to 18 months (August 2008 to January 2009) for the first three (3) incidents. The fourth incident was no fault or negligent on the part of TWC or FB.

Five (5) additional incidents with minor injuries have occurred on-site, Monday December 10, 2007, Thursday January 3, 2008, Saturday January 12, 2008, Monday September 1, 2008 and Thursday October 2, 2008. The incidents are currently under investigation by OSHA and the fourth by LVPD.

Outstanding Documentation

- Formal OSHA report for the construction workers fall and the failure of the precast tees; and
- Close-out documentation for Orphan Tanks 3 and 4 (expected by June/July 2009).

These outstanding items were discussed during our previous site meetings.

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1. SITE VISIT DATA

Site Visit Date:	February 2, 2009
Previous Visit Date:	January 5 & 6, 2009
Additional Site Visit:	NA
Next Site Visit Date:	March 2, 2009
Weather:	Cloudy, 40°F
BofA Representative:	None
LBH Representative:	None
EZ Solutions:	None
PCI Group:	Raquel Speers-Shohet
IVI's Representative:	Paul Bonvicino
Developer Entity:	Fontainebleau Las Vegas, LLC
Developer Representatives:	R C White, Deven Kumar, Jackie Miller, Kathy Hernandez, Bernie Glanister
Architect's Representative:	Scott Walls
General Contractor's Representatives:	Bob Ambridge, Bob Oehrli, Don Byrd, Ken McElfresh, Kili Ogilvie, Stephanie Cisneros, Cheryl Ross, Glen Russo, Robin Allen, Dan Ruddock, Miranda Zeller, Joe DeMarco, Cheryl Szeles
Developer's Advance Request No & Date:	26, February 13, 2009 (Exhibit "B")
Date Advance Received by IVI:	February 14, 2009
General Contractor's Requisition No. & Date:	26, January 31, 2009 (Exhibit "C")
Date Requisition Received by IVI:	February 14, 2009
Period Covered (PC):	January 1 to January 31, 2009

2. REVIEW OF PAYMENT REQUISITION**2.1. Value of Work Completed to Date – Core and Shell**

In accordance with the Form of Construction Consultant's Advance Certificate dated February 16, 2009 (Exhibit "D"), IVI has approved the following advance. Included as part of (Exhibit "B") are the following: Developer's Advance Request Certificate, Advance Confirmation Notice, Requested Cost Report, Shared Cost Allocation Report, Current Available Sources Report, Funding Order Report, Advance Request Transfer Report, Detailed Remaining Cost Report, Retail Remaining Cost Report, In Balance Report and the Contractor's Payment Application letter. In addition to the aforementioned also included as (Exhibit "B-1") are the following: Budget/Schedule Amendment Certificate dated January 31, 2009, Appendix I to Budget/Schedule Amendment, Appendix III to the Budget/Schedule Amendment Certificate and Attachment A to Budget Amendment Certificate. The General Contractor's Advance Certificate (Exhibit "C") dated January 31, 2009 and Architect Advance Certificate (Exhibit "C-1") dated February 3, 2009 is included.

a. Developer's Direct Cost Budget	\$	1,904,673,934	
b. Adjustments (approved COs, revisions, etc.)	+	195,325,304	(1)
c. Adjusted Direct Cost Budget	\$	<u>2,099,999,238</u>	
d. Value of Work Completed to Date	\$	1,427,476,576	
e. Stored Materials		42,165,329	
f. Deposits	+	17,851,638	
g. Subtotal Completed Value + Stored Materials	\$	<u>1,487,493,543</u>	
h. Less Retainage	-	89,393,925	
i. Total Completed Value Less Retainage	\$	<u>1,398,099,618</u>	
j. Less Previous IVI Recommended Disbursements	-	1,307,645,857	
k. Recommended Disbursement for the PC	\$	<u>90,453,761</u>	
l. Cost to Complete Direct Cost Budget (c - i)	\$	701,899,620	
m. IVI's Estimated Cost to Complete	\$	701,899,620	
n. Gross Percentage Complete (g/c)			70.8%
o. Net Percentage Complete (k/c)			66.6%
Budget Amendment No. 1	\$	5,060,279	
Budget Amendment No. 2	\$	<u>190,265,022</u>	
(1) Total Amendment change	\$	195,325,301	

2.2. Value of Work Completed to Date – FF&E

a. Developer's FF&E Budget	\$	169,853,898	
b. Adjustments (approved COs, revisions, etc.)	+	0	
c. Adjusted FF&E Budget	\$	169,853,898	(1)
d. Value of Work Completed to Date	\$	0	
e. Stored Materials		0	
f. Deposits	+	56,678,031	
g. Subtotal Completed Value + Stored Materials	\$	56,678,031	(2)
h. Less Retainage	-	687,828	
i. Total Completed Value Less Retainage	\$	55,990,203	
j. Less Previous IVI Recommended Disbursements	-	42,384,085	
k. Recommended Disbursement for the PC	\$	13,606,118	
l. Cost to Complete Direct Cost Budget (c - i)	\$	113,863,695	
m. IVI's Estimated Cost to Complete	\$	113,863,695	
n. Gross Percentage Complete (i/c)		33.4%	
o. Net Percentage Complete (k/c)		33.0%	

(1) Gaming FF&E	\$	40,871,099
Rooms FF&E		73,784,267
Exterior Signage		26,532,720
Common Areas	+	28,665,812
Developer's Direct Cost Budget	\$	169,853,898

(2) The total value of deposits to date are as follows:

Gaming FF&E	\$	150,771
Rooms FF&E		34,904,624
Exterior Signage		6,878,276
Common Areas	+	14,744,360
Total	\$	56,678,031

IVI has received the FF&E overview summary of costs and status for each component as detailed in section 3.3 of this report.

2.3. Funding for Stored Materials and Deposits

During this period, additional funding was requested for off-site stored materials with the Developer providing IVI with the following (Exhibit "E"):

- An Inventory of Unincorporated Materials spreadsheet, which details a total of \$42,165,329 in currently stored materials and includes additional inventory this PC of \$8,957,783;
- Supporting documentation for stored materials, including evidence of property insurance, bill of sale and Transfer of Title; and
- Inspection report verifying Stored Materials prepared by Professional Associates Construction Services dated January 9, 2009.

During this period, funding was requested for material deposits with the Developer providing IVI with the following (Exhibit "F"):

- Deposit Summary spreadsheet detailing a total of \$17,851,638 in deposits which includes deposits of \$5,135,334,701 this PC.

Stored materials and deposits to date are identified in the following tables:

Description of Item (Tower 200)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Key	Authorize Funding
Copper Tubing-Plumbing	2020 Mendenhall, NLV, NV	\$484,769		1, 2, 3, 5, 6	9
FCU/Thermal Fuse	16791 Burke La, Huntington Beach	\$188,793		1, 2, 3, 5, 6	9
MC Cable	3950 W Diablo Dr., LV, NV	\$29,668		1, 2, 3, 4	9
Hardware	4030 Industries, NLA, NV	\$557,228		1, 2, 3	9
Condo Mirrors	4030 Industries, NLA, NV	\$15,854		1, 2, 3	9
Condo Millwork	4030 Industries, NLA, NV	\$2,537,195		1, 2, 3	9, 10
Condo Shower Doors	4030 Industries, NLA, NV	\$787,919		1, 2, 3	9
Condo Closets	4030 Industries, NLA, NV	\$225,821		1, 2, 3	9, 10
Vanities+T57/61	16791 Burke La, Huntington Beach	\$706,736		1, 2, 3	9, 10
Brackets	16791 Burke La, Huntington Beach	\$250,000		1, 2, 3	9
T1 Elevator Lobbies	16791 Burke La, Huntington Beach	\$74,100		1, 2, 3	9
Stone Shelves	16791 Burke La, Huntington Beach	\$12,785		1, 2, 3	9
Fire Alarm MC Cable	4375 s. Valley View, LV, NV	\$15,410		1, 2, 3	9
Condo Trim	4030 Industries, NLA, NV	\$89,821		1, 2, 3	9
Calacatta Oro	3750 W. Quail Ave, LV, NV	\$33,917		1, 2, 3	9
Tile Material	2020 Mendenhall, NLV, NV	\$2,198,381		1, 2, 3	9, 10
Glass Shower/Part	4030 Industries, NLA, NV	\$1,319,054		1, 2, 3	9
FCU/Thermal Fuse	16791 Burke La, Huntington Beach	\$169,956		1, 2, 3	9
Bath Accessories	280 Orville Wright, LV, NV	\$200,197		1, 2, 3	9
Lighting Fixtures	3950 W Diablo Dr., LV, NV	\$813,322		1, 2, 3	9
MC Cable	4375 s. Valley View, LV, NV	\$71,217		1, 2, 3	9
Misc. Elec. Materials	4375 s. Valley View, LV, NV	\$379,146		1, 2, 3	9
Elevator Lobbies	16791 Burke La, Huntington Beach	\$1,242,600		1, 2, 3	9
Lighting Fixtures	13169 Slover Ave., Fontana, CA	\$131,457		1, 2, 3	9
Cable Tray	3455 W Reno Ave, Sun Valley	\$94,476		1, 2, 3	9
Trim+Suite Shower drs	4030 Industries, NLA, NV	\$764,655		1, 2, 3	9
Welded Frames	4030 Industries, NLA, NV	\$119,255		1, 2, 3	9
Crown Molding	4030 Industries, NLA, NV	\$291,202		1, 2, 3	9
Elevator Materials	4855 West Harmon, LV, NV	\$6,011,074		1, 2, 3	9
LED Color Changing	30733 W Ten Mile, Farmington, MI	\$588,415		1, 2, 3	10
Wiring Devices	6065 Polaris	\$375,540		1, 2, 3	9
Electrical Materials	4375 s. Valley View, LV, NV	\$223,301		1, 2, 3	9
Pocket Fascia Bds	Architectural Materials	\$117,837		1, 2, 3	9
KD Frames	4030 Industries, NLA, NV	\$280,176		1, 2, 3	9
Condo Kitchen	4030 Industries, NLA, NV	\$45,477		1, 2, 3	9
Granite	6025 Hauck St, LV, NV	\$392,791		1, 2, 3	10
Wood Doors	4030 Industries, NLA, NV	\$4,373,096		1, 2, 3	9
Upgrade beam/case	4030 Industries, NLA, NV	\$189,902		1, 2, 3	9
Upgrade hardware	4030 industries, NLA, NV	\$196,616		1, 2, 3	9
Closet Doors	4030 Industries, NLA, NV	\$1,368,919		1, 2, 3	9, 10
Mirrors+Door Mirrors	4030 Industries, NLA, NV	\$593,312		1, 2, 3	9, 10
Appliances+Econ	Econ Warehouse	\$97,484		1, 2, 3	9
Polished Tile	2020 Mendenhall, NLV, NV	\$232,821		1, 2, 3	9
Marble	2020 Mendenhall, NLV, NV	\$388,096		1, 2, 3	9
Low Voltage Cable	3950 Ponderosa, LV, NV	\$54,730		1, 2, 3	9
ASI Panels	2901 Meade Ave, LV, NV	\$31,061		1, 2, 3	9
Glass Mosaic	2020 Mendenhall, NLV, NV	\$41,899		1, 2, 3	9
Switchgear	5570 S Valley, LV, NV	\$195,802		1, 2, 3	9, 10
Low Voltage Material	4375 s. Valley View, LV, NV	\$41,682		1, 2, 3	9, 10
	Closing Inventory Total	\$29,644,964			

Description or item (Tower 200)	Vendor	Cumulative Deposits	Key	Authorize Funding
Glass	Zetian Systems	\$634,000	1	9, 10
Guest Closet Units	Architectural Materials	\$1,756,433	1	9
Curtain Wall	Zetian Systems	\$288,131	1	9
Custom Color	Zetian Systems	\$162,500	1	9
Kitchen Cabinets	M3 Procurement & Design	\$626,583	1	9, 10
Aluminum Extrusions	Zetian Systems	\$1,348,500	1	9, 10
Glass	Zetian Systems	\$951,000	1	10
Structural Silicone	Zetian Systems	\$562,909	1	10
Glass	Zetian Systems	\$29,763	1	10
Glass	Zetian Systems	\$85,120	1	10
Insulation	Zetian Systems	\$132,975	1	10
ITA 093005	Ital Stone	\$69,174	1	9
Limestone	Ital Stone	\$66,507	1	9
Granite	Ital Stone	\$207,388	1	9, 10
Dishwasher	Miele	\$69,046	1	9, 10
Dishwasher	Miele	\$132,319	1	9, 10
Eterior lighting	Uilluminating	\$6,500,000	1	9
Glass	Zetian Systems	\$375,273	1	9, 10
Interior Glass	Zetian Systems	\$374,750	1	10
Biege Stone	Ital Stone	\$173,315	1	10
Oven	Miele	\$65,063	1	10
Cooktop	Miele	\$31,253	1	10
Frosty Glass Tile	Ital Stone	\$78,000	1	10
Cooktop	Miele	\$38,311	1	10
Wood Doors	Gallagher-Kaiser	\$222,800	1	9
	Closing Inventory Total	\$14,971,113		

Description or item (Garage/Convention 300)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Wire	3755 W Hacienda Ave	\$2,080			1, 2, 3, 4	9
Copper-Hydratics	2020 Mendenhall NLV, NV	\$21,441			1, 2, 3, 4	9
Rolls Steel	2333 McCall St, Dayton, Oh	\$395,872			1, 2, 3, 4	9
Light Fixtures	3755 Sunset, LV, NV	\$168,414			1, 2, 3, 4	9
Elevator Equipment	4855 W. Harmon, LV, NV	\$3,793,324			1, 2, 3	9, 10
Gears/Switches	3455 W Reno Ave, LV, NV	\$154,412			1, 2, 3, 4	9
Copper Tubing-Plumbing	2020 Mendenhall NLV, NV	\$39,985			1, 2, 3, 4	9
	Closing Inventory Total	\$4,575,528		\$0		

Description or item (Overtime Inspection Account 400)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Inspections	Clark County Development Services			\$8,675	1	9
	Closing Inventory Total	\$0		\$8,675		

Description or Item (Podium 500)	Storage Location	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Structural Steel Raw Material	1730 W. Reno, OK City, Ok	\$14,231			1, 2, 3, 4	9
AFCO Steel	1423 E 6th, Little Rock, AR	\$4			1, 2, 3, 4	9
Bolts & Misc. Components	1730 W. Reno, OK City, Ok	\$7,886			1, 2, 3, 4	9
Millwork	685 Gateway, San Diego, Ca	\$195,363			1, 2, 3, 4	10
Copper Tubing-Plumbing	2020 Mendenhall, NLV, NV	\$124,106			1, 2, 3, 4	9
Wire	3755 W. Hacienda Ave, LV, NV	\$16,955			1, 2, 3, 4	9
Pool Deck/Spa	710 Sunnyvale Dr, Wilmington, NC	\$690,931			1, 2, 3, 4	9
HSS Steel	6625 W Gary Ave, LV, NV	\$20,586			1, 2, 3, 4	9
Elevators	4855 W Harmon, LV, NV	\$4,981,848			1, 2, 3	9
Pool Deck/Spa	710 Sunnyvale Dr, Wilmington, NC	\$720,481			1, 2, 3, 4	10
Spa materials	710 Sunnyvale Dr, Wilmington, NC	\$180,243			1, 2, 3, 4	9
Electrical Material	Sun Valley	\$315,845			1, 2, 3	9
Glazing Accessories	Giroux Glass	\$345,997			1, 2, 3	9
Grey River Marble	Ital Stone	\$330,360			1, 2, 3	9
Glazing Accessories	Giroux Glass			\$1,359,150	1	9
Spa Marble	Superior Tile			\$140,000	1	9
Tile	Silver State Marble			\$183,244	1	9
Casino Tile	Sam fet			\$503,280	1	9
Greystone	Ital Stone			\$569,526	1	9, 10
Day Spa Stainless	Water Fx Custom Pools			\$116,649	1	9
	Closing Inventory Total	\$7,944,836		\$2,871,849		

Component	Cumulative Off-Site Stored Value	Cumulative On-Site Stored Value	Cumulative Deposits	Key	Authorize Funding
Tower (200)	\$29,644,964		\$14,971,113	1, 2, 3, 4	9
Garage/Convention (300)	\$4,575,529		\$0	1, 2, 3, 4	9
Inspections (400)	\$0		\$8,676	1, 2, 3, 4	9
Podium (500)	\$7,944,836		\$2,871,849	1, 2, 3, 4	9
Closing Inventory Total	\$42,165,329		\$17,851,638		

Key to Back-up Documents Received

- (1) Inventory Schedule.
- (2) Bill of Sale evidencing Developer's ownership of the stored materials.
- (3) Evidence of insurance on the stored material naming BofA as an additional insured.
- (4) Designer/Third Party Inspector acceptance.
- (5) IVI stored material visit.
- (6) Viewed on-site.
- (7) Material previously received.
- (8) Photographs taken by the GC/Subcontractor.
- (9) Previously funded by BofA.
- (10) Additional Funding this PC.

The Contractor previously provided a procedural flow chart for products sourced internationally. The chart and photos by the third party inspector confirm that the international supplier and manufacturer are currently on time with shipping and delivery of the products.

2.4. Requisition Retainage

Generally, the retainage is currently held at 10% of the trade work up to 50% of the contract amount, which is in compliance with the loan agreement and appropriate.

2.5. Certifications

IVI has received the Developer's Project Entities' Advance Certificate for the current draw request, which is included as part of Exhibit "B". The Advance Request now includes the General Contractor's Advance Certificate and the Project Architect's Advance Certificate (Exhibit "C" and Exhibit "C-1"), respectively.

2.6. Waivers of Lien

IVI has received current and generally appropriate waivers of lien from the General Contractor, and subcontractors. A copy of the General Contractor's and subcontractor's waiver is included as (Exhibit "G"). IVI has also received acceptable copies of the Lien Release Log (Exhibit "H") from the Developer for each component.

3. DIRECT COST BUDGET STATUS

3.1. Prime Contract and Change Orders

IVI has received fully executed copies of the General Contractor's agreement, which identifies the Control Budget including Developer Change Orders as shown below for each component. Bolded line items are new change orders received this PC.

Site Change Order Schedule	
Site CO#1-Landscaping reclassification	-\$44,074,777
Site CO#2 OCIP reclassification	\$937,936
Site CO#3 LEED's credit	-\$200,790
Site CO#4 Compliance with Nevada Power	\$3,743,761
Site CO#5 Electrical conduit relocation	\$110,282
Site CO#6 Dewatering system relocation	\$370,000
Site CO#7 NP Co relo lines overhead to underground	\$1,119,598
Site CO#8 Nevada Power field conditions	\$509,742
Site CO#9 Removal of pylon sign	\$73,753
Site CO#10 Relocate overhead power lines	\$100,400
Site CO#11 Extended allowances for dewatering	\$150,000
Site CO#12 Las Vegas Blvd. water revisions	\$38,753
Site CO#13 Extend existing conduit to transformer	\$126,783
Subtotal Change Orders	\$ (36,994,559)

LEED Change Order Schedule	
LEED Contract	-\$37,000,000
LEED CO#1 Credit reallocation	\$59,000,000
LEED CO#2 Garage mechanical modifications	-\$2,014,885
LEED CO#3 Podium mechanical modifictaions	-\$2,370,635
LEED CO#4 Added men's & women's showers	-\$75,455
LEED CO#5 Garage finishes modification	-\$190,000
LEED CO#6 Garage control revisions	-\$1,972,669
LEED CO#7 Garage structural modifications	-\$2,446,648
LEED CO#8 Tower finishes modifications	-\$133,521
LEED CO#9 Tower finishes modifications	-\$200,000
LEED CO#10 Tower Budget Lati Veneer	-\$49,748
Subtotal Change Orders	\$ 12,546,438

Tower Change Order Schedule		
Tower CO#1-Deduct Colasanti backcharge		\$400,000
Tower CO#2 LEED's credit		-\$23,034,939
Tower CO#3 Steel required field modifications		\$600,482
Tower CO#4 Additional beams		\$138,746
Tower CO#5 Concrete field modification		\$41,685
Tower CO#6 Additional fireproofing		\$275,653
Tower CO#7 T1 terrace field conditions		\$45,520
Tower CO#8 Tower entry lockset & Incomm System		\$454,675
Tower CO#9 T1 knee wall modifications		\$204,797
Tower CO#10 Roof walk ways		\$119,775
Tower CO#11 Additional elevator openings		\$626,340
Tower CO#12 Sprinkler, electrical and HVAC revisions		\$6,149,277
Tower CO#13 Life Line System		\$410,500
Tower CO#14 Wireless Infrastructure		\$1,011,840
Tower CO#15 Concrete material price escalation		\$1,619,979
Tower CO#16 Electrical revisions		\$12,999,999
Tower CO#17 Light fixtures South Façade		\$8,500,000
Tower CO#18 Coordination of structural beams		\$616,294
Tower CO#19 Lati Veneer		\$383,269
Tower CO#20 Additional equipment including ladders		\$78,969
Tower CO#21 Warehousing costs		\$338,476
Tower CO#22 Building insulation & firestopping		\$50,001
Tower CO#23 Crane/Hoisting Equipment		\$20,234,342
Tower CO#24 Budget transfer Podium to Tower		\$17,472,684
Tower CO#25 Transfer elevator operations		\$1,541,678
	Subtotal Change Orders	\$ 50,480,041

Garage Change Order Schedule	
Garage CO#1-Furnish/install Misc Steel	\$9,946,607
Garage CO#2-Added Hydraulic Elevator	\$321,302
Garage CO#3-Deduct Stair #12	-\$349,326
Garage CO#4-Deduct Overhead	-\$472,314
Garage CO#5 LEED's Credit	-\$13,386,296
Garage CO#6 Added Emergency Ramp/County requirement	\$660,768
Garage CO#7 Garage collapse costs	\$5,060,279
Garage CO#8 Upgraded pressure on Condensers	\$518,485
Garage CO#9 Provide 6 Boiler Economizers	\$1,496,401
Garage CO#10 Conversion costs from GMP to LS	\$3,605,522
Garage CO#11 Central plant boiler modifications	\$748,253
Garage CO#12 HVAC revisions	\$1,127,841
Garage CO#13 Structural steel modifications	\$2,632,773
Garage CO#14 Steel modifications	\$3,117,334
Garage CO#15 Concrete revisions	\$4,636,023
Garage CO#16 Additional masonry scope	\$888,349
Garage CO#17 Modification caisson & emergency ramp	\$205,343
Garage CO#18 Expansion control Podium to Garage	\$600,000
Garage CO#19 Steel modifications	\$2,976,952
Garage CO#20 Fire Alarm	\$43,165
Garage CO#21 Underground Utility Verification	\$2,884
Garage CO#22 Additional Scaffolding	\$7,920
Garage CO#23 Expansion Controls	\$2,060,400
Garage CO#24 Roof Membrane	\$1,251,959
Garage CO#25 Fireproofing	\$131,408
Garage CO#26 Hot Domestic Water Control System	\$80,564
Garage CO#27 Plumbing revisions	\$2,857,049
Garage CO#28 Emergency Generator Fill Station	\$168,397
Garage CO#29 Dock Storm Drains	\$156,355
Garage CO#30 Fire protection / TCO	\$255,000
Garage CO#31 Overtime NPC Yard	\$51,401
Garage CO#32 Overtime NPC Utilities	\$13,509
Garage CO#33 Waterproofing Level 1	\$972,533
Garage CO#34 Added men's & women's showers	\$75,455
Garage CO#35 Upgrade formaldehyde free finish	\$1,972,669
Garage CO#36 Control revisions for LEED compliance	\$190,000
Garage CO#37 Revision roof access/drywall/fire protection	\$3,703,810
Garage CO#38 Concrete revisions	\$444,076
Garage CO#39 Transfer crane/hoisting costs from General Conditions	\$1,766,595
Garage CO#40 Structural modifications of roof steel	\$2,446,648
Garage CO#41 Isolation Ceiling for sound control	\$527,558
Garage CO#42 & CO#43 Misc. steel revisions & package	\$4,537,217
Garage CO#44 Electrical revisions	\$4,180,358
Garage CO#45 Excavation/backfill for ejector pit	\$138,770
Garage CO#46 Steel revisions	\$39,730
Garage CO#47 Backfill north wall	\$357,227
Garage CO#48 Switchgear filters	\$534,520
Garage CO#49 Overtime to meet milestones	\$46,284
Garage CO#50 Elevator revisions	\$119,181
Garage CO#51 Façade mock-up & exterior louvers	\$3,766,147
Garage CO#52 Transfer Meeting Room budget	\$3,311,126
Garage CO#53 Transfer elevator operations	\$1,093,389
Subtotal Change Orders	\$ 61,637,601

General Conditions Change Order Schedule	
General Conditions CO#1-Overhead Podium and Garage	\$1,082,844
General Conditions CO#2-Colasanti charge	\$400,000
General Conditions CO#3 Adjusted Prime Contract Control Budget	\$221,477
General Conditions CO#4 Overhead on CO's	\$279,678
General Conditions CO#5 Additional site costs	\$24,014
General Conditions CO#6-Overhead on Podium CO's	\$2,658,287
General Conditions CO#7-Costs associated with Podium/Site/Tower and Garage	\$1,551,644
General Conditions CO#8 Costs associated with Podium & Garage	\$1,080,533
General Conditions CO#9 Cranes/Hoisting Costs	\$1,025,828
General Conditions CO#10 Additional management staff	\$425,001
General Conditions CO#11 Transfer costs to Tower	-\$20,234,341
General Conditions CO#12 Transfer costs to Garage	-\$1,766,596
General Conditions CO#13 Transfer costs to Podium	-\$3,612,946
General Conditions CO#14 Costs for September 2008	\$2,305,758
General Conditions CO#15 Transfer elevator operations	-\$4,510,601
General Conditions CO#16 General conditions future projects	\$4,016,400
General Conditions CO#17 Additional projected	\$2,453,525
Subtotal Change Orders	\$ (12,599,494)

IVI has also attached the executed supporting change order documentation (Exhibit "I-1") provided by the General Contractor which adjusts the Control Budget.

3.2. Subcontract Buy-out Status & Bonds

The Disbursement Agreement requires that the General Contractor award fixed price or GMP agreements for each subcontractor in accordance with the following timeline:

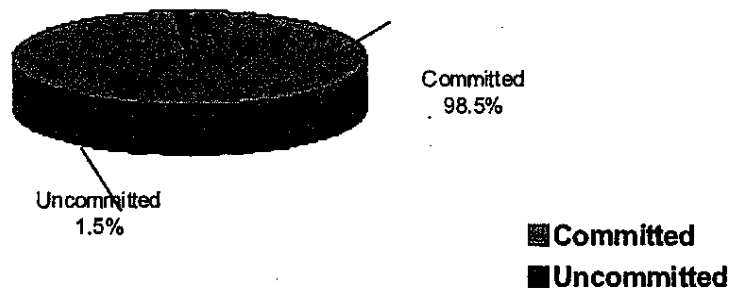
Date	% of Direct Costs
April 30, 2007	60%
June 30, 2007	75%
October 25, 2007	85%
2008 *	95%

*First advance after exhaustion of the second mortgage proceeds account.

The second mortgage has been exhausted and the first advance funding took place on August 25, 2008.

IVI has received 209 executed subcontracts, purchase orders and Owner change orders representing 98.57% of the direct cost budget of \$1,895,569,775 as shown in IVI's Contracts Received Schedule and TWC's Executed Contracts and POs (Exhibit "J").

GC Scope Buyout



3.3. Anticipated Costs

IVI has received the General Contractor's January 2009 Anticipated Cost Report (Exhibit "K") with detailed back-up for each component dated January 2009. The updated ACR incorporates the anticipated costs to complete each component of the project incurred this PC.

The ACR includes \$60,599,980 in pending OCOs; however, these have been taken into account within the Anticipated Contingency Summary. The Anticipated Summary anticipates a balance contingency of \$15,545,478; however, IVI is concerned that the anticipated balance may drop substantially in order to meet the aggressive schedule. The concern specifically, is that all of the subcontractors have not fully disclosed the potential costs to meet the schedule.

During the June 2008 PC, the Developer increased the Owner Equity Funds by \$190,265,021. The General Contractor's ACR identified \$217,191,288 in potential extra cost exposure due to; anticipated component modification, completion of the design documents, modifications required to satisfy the neighbor's concerns about the garage façade, budget busts and concealed field conditions related to underground utilities. At this time, the construction costs are anticipated to increase but not exceed the Developer's revised direct cost budget of \$1,909,734,213 plus \$190,265,021 in equity with the new direct cost budget totaling \$2,099,999,234. The executed Developer change orders during this PC increased the Prime Contract Control Budget by an additional \$13,515,131. The amended Developer's Prime Contract Control Budget is \$1,986,150,792 as detailed in section 3.1 of this report. Additional Budget Variances are anticipated; however, the List of Scope Changes (Exhibit "L") does not list any.

The Developer has provided documentation confirming LEED approval and the associated financial benefits accompanied as detailed in Section 6.10 of this report. However, it appears that the anticipated LEED credits are tracking behind projections, possibly in excess of \$15,000,000. The Developer has begun a detailed audit of the GC's cost documentation to determine if all the possible credits have been obtained from the subcontractors.

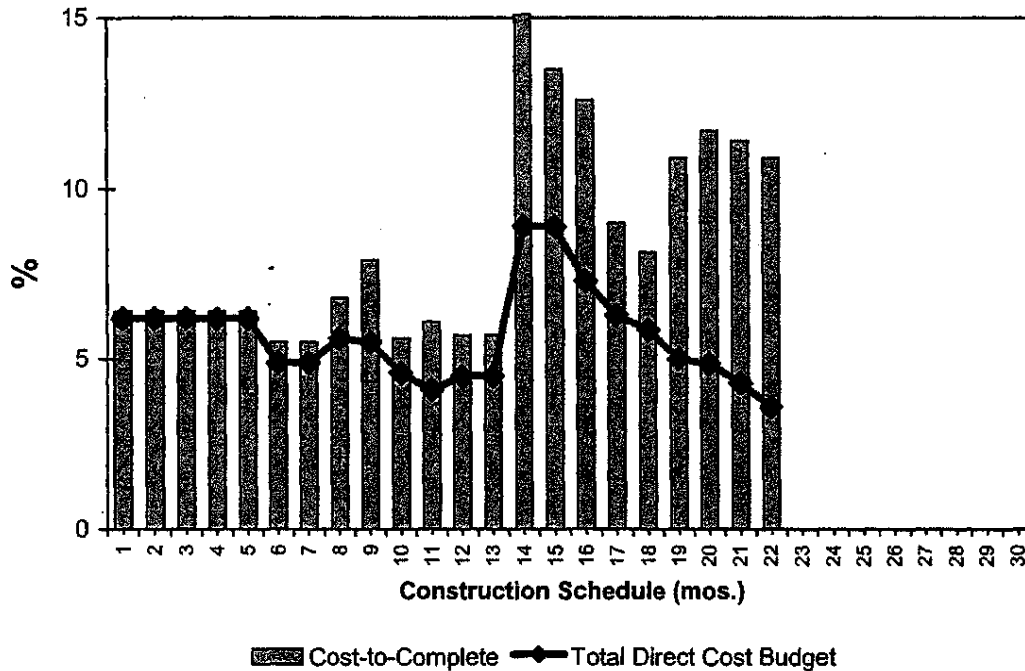
IVI received the latest cost report summary and supporting back-up (Exhibit "M") dated February 11, 2009 related to the FF&E. The FF&E costs are currently trending within the budget as detailed in section 2.2 of this report. The overall percentages committed are detailed in the matrix below:

Commitments Against Tracked Areas	Approved Bank	Committed	Variance to Commit.	Previous Percentage Committed	Percentage Committed to Date
Total Gaming	\$40,870,000	\$14,022,000	\$26,848,000	34%	34%
Total Rooms	\$73,784,000	\$52,591,012	\$21,192,988	66%	71%
Common Area-FOH	\$23,281,000	\$18,994,577	\$4,286,423	60%	82%
Common Area - BOH	\$5,385,000	\$4,378,494	\$1,006,506	0%	81%
Exterior Signage	\$26,532,000	\$23,459,127	\$3,072,873	88%	88%
Total	\$169,852,000	\$113,445,210	\$56,406,790	59%	67%

The Developer anticipates Tower FF&E delivery to start March 2, 2009 with a completion date of August 31, 2009.

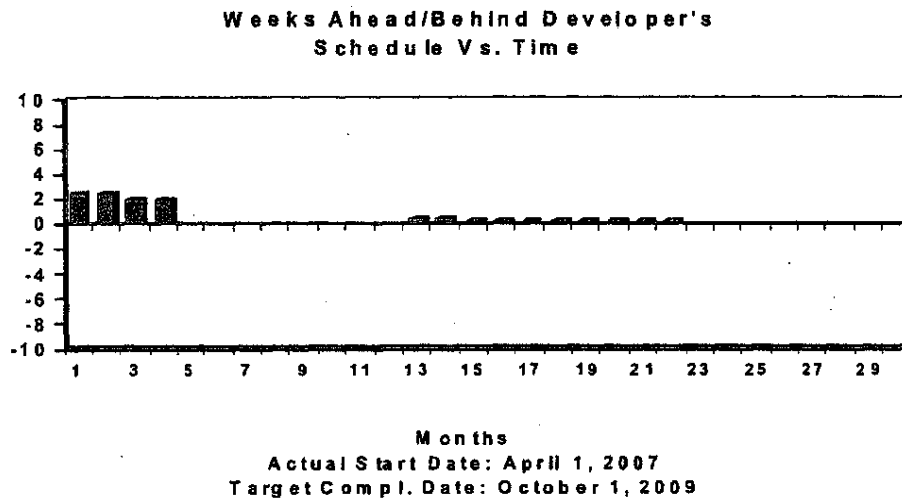
3.4. Contingency Status

Contingency vs. Direct Cost Budget



An \$111,039,860 contingency was available solely for direct costs, which originally represented 6.2% of the direct cost budget (less the contingency value). This was increased by \$100,854,392 to \$211,894,252 as a result of expected change orders for extra costs during a previous PC.

During this PC, the Developer executed \$13,515,131 in change orders to the General Contractor's Control Budget, which reduced the contingency from \$90,413,322 to \$76,848,445. The current ACR indicated a project surplus of approximately \$15,545,478; however, that is suspect pending potential subcontractor claims to accelerate the schedule to meet the aggressive target and a concern that the anticipated LEED credit will not be attained. Therefore, upon completion of a LEED audit, the Developer will deduct the LEED delta from contingency if the LEED credit is unattainable.

4. SCHEDULE STATUS**4.1. Construction Schedule**

IVI has received a copy of the undated Major Construction Summary and Milestones, which outlines the overall 30-month construction schedule on a summary level and is an adequate overview presentation of the schedule. IVI has also received the Monthly Update Schedule, dated December 6, 2007 updated by phase; Tower, Podium and Garage/Convention Center and by discipline. This is considered the baseline schedule.

The schedule start date of April 1, 2007 is based on the Developer issued Notice to Proceed of April 1, 2007 through completion of the entire project, October 1, 2009. The schedule represents a phased fast-track program, since construction operations commenced prior to completion of all construction documents.

The Developer has retained PCI, a schedule consulting firm, to independently review the progress of the work with weekly meetings and issue monitoring reports on the status of the schedule that have been provided to IVI. Key construction dates are currently indicated as follows based on PCI's February 6, 2009 (Exhibit "N") schedule report (milestone pages only) which indicates that the project is tracking on schedule. PCI and the General Contractor concurred that the project is on schedule. PCI attends the draw meetings as a 'checks and balance' to insure that the project remains on schedule, and any difference of opinion concerning the schedule can be immediately addressed without impacting the completion dates for each component/phase.

IVI has received an updated Podium Venue Schedule dated February 13, 2009 (Exhibit "O"). The matrix details the tentative opening schedule for each of the venues which will be discussed at the next draw meeting. At that time, the inception to completion schedule will be incorporated and fine tuned.

Task	Targeted Date	Actual A/Targeted Date
Start Tower Sitework and Piles	December 13, 2006	January 2, 2007 (A)
Start Garage Sitework and Piles	January 12, 2007	January 2, 2007 (A)
Start Podium Sitework and Piles	January 15, 2007	April 16, 2007 (A)
Complete Tower Sitework and Piles		September 12, 2007 (A)
Start Podium Structural Steel Erection	July 23, 2007	September 24, 2007 (A)
Tower Start Drywall T1 – T61	January 3, 2008	January 3, 2008 (A)
Perm Power to the Tower for Service Elevator	June 2, 2008	May 1, 2008 (A)
Garage Construction Parking available	July 31, 2008	August 28, 2008 (A)
Podium Begin Interior Build Out	May 21, 2008	April 18, 2008 (A)
Tower Passenger Elevators through T20	October 1, 2008	November 15, 2008 (A)
Tower Complete Structural Concrete	January 6, 2009	November 13, 2008 (A)
Start Central Plant Start-up/Testing & Commissioning		January 19, 2009 (A)
Garage Generator Start-up		March 2, 2009
Tower – Start FF&E deliveries	March 2, 2009	March 2, 2009
Garage Generator On-line		March 13, 2009
Start Tower Start-up/Testing & Commissioning	April 21, 2009	April 21, 2009
Start Convention Center Start-up/Testing & Commissioning	October 23, 2008	May 11, 2009
Start Podium Start-up/Testing & Commissioning	February 18, 2009	May 1, 2009
Tower Employee TCO		August 21, 2009
Tower – Complete FF&E deliveries	August 31, 2009	August 31, 2009
Tower Complete	September 21, 2009	September 15, 2009
Podium Complete	September 21, 2009	October 1, 2009
Ballroom/Convention Center Complete	May 20, 2009	November 1, 2009
Garage Complete		November 1, 2009
Soft Opening	September 22, 2009	N/A
Grand Opening	October 12, 2009	November 1, 2009
Theatre Complete	April 9, 2010	TBD

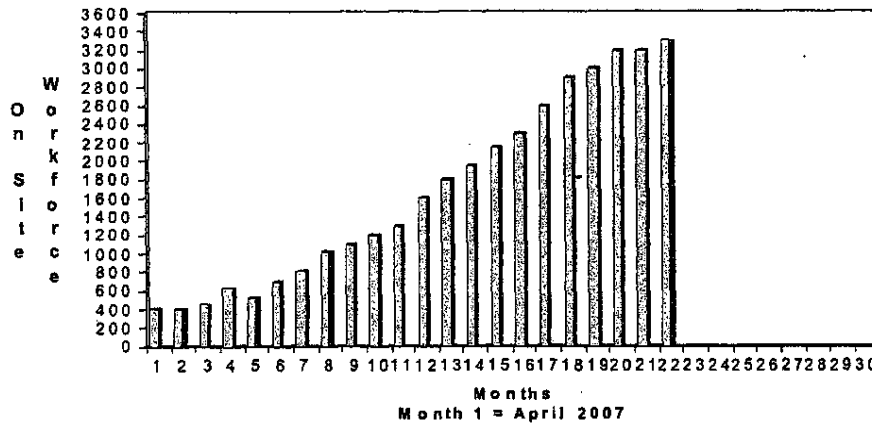
Based upon our visit, work is tracking in-line with the latest schedule; however, it appears that the work in the podium may need to be accelerated to meet the aggressive target.

Due to installation issues, the curtain wall system is slightly behind schedule; however, the delay in the installation of the curtain wall system is not part of the critical path and will have no impact on the overall schedule. Additionally, concerning the retail spaces, it is anticipated that several venues may open 30-60 days after the scheduled grand opening of November 1, 2009. The Developer has provided a tentative schedule, Exhibit "O" and will fine tune the venue schedule for discussion at the next draw meeting. The Theatre will be a completed shell only at Grand Opening until a show venue has been negotiated.

4.2. Workforce

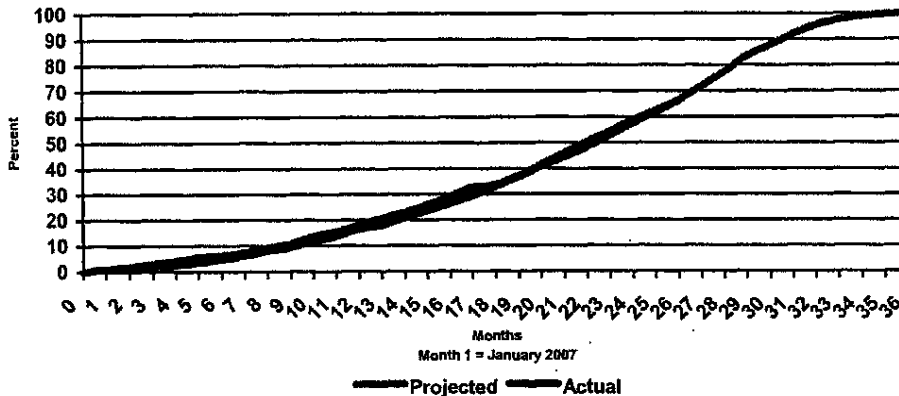
During the PC, the workforce averaged approximately 3,300 trade people on site. This current workforce is adequate to ensure progress consistent with the construction schedule.

**Workforce Count During the PC
Vs. Time**



4.3. Disbursement Schedule

Cumulative Direct Cost Disbursements vs. Time

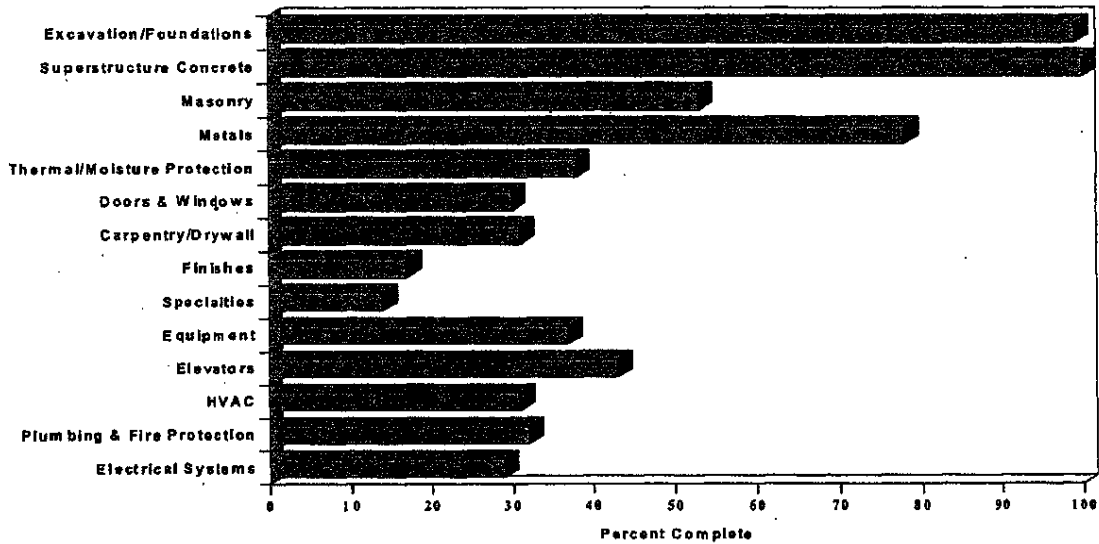


IVI originally received a copy of the Developer's Project Cash Flow based on the 30-month construction schedule; however, this was based upon an April 2007 start. Subsequently, we plotted the projected S-curve for the 36 month construction period, which took a January 2007 start and two (2) month close-out period into account. The project's cumulative net direct cost disbursements are now 66.6% of the direct cost budget, right in line with projections.

5. CONSTRUCTION STATUS

5.1. Key Indicators

Construction Progress of Key Systems



5.2. System Status

Temporary Facilities

The Developer has a fully staffed project office off-site on the adjacent property formerly known as the 'Wet-n-Wild' site. The Contractor's office consists of a series of approximately six (6) adjoining trailers; however, there are currently approximately 50 to 60 "job-trailers" on site.

Site Work

The basic roadways and infrastructure adjacent to the site exist and will be modified per the established scope of work. Off-site water and sanitary connection is complete in the Riveria Boulevard right-of-way. Also, the overhead electrical lines relocation phase of the project is 100% complete.

The electrical feeds; Swenson and Highland are 100% and were previously accepted by Nevada Power and Light.

Building lightning protection for the four components;

Component	Complete	Complete
Tower	17.0%	25%
Podium	57.0%	60%
Garage	95.0%	95.5%
Pylon	0%	0%

The percent complete for the tower will remain relatively flat until completion of the superstructure roof and parapet.

During mass excavation of the site, the subcontractor uncovered Orphan Tanks 3 and 4, reporting the discovery to NDEP. The closure of the USTs will be remediated the same way Orphan Tanks 1 and 2 were handled. Specifically, the tanks and their contents were removed and disposed of by the instructions of NDEP. Currently, the excavated soils are being disposed of at the proper facilities per County and State requirements, scheduled for completion in June/July 2009. The dewatering wells are being tested on a regular basis to ensure that contaminants have not reached the water tables. All costs for excavation and removal of the tanks are being paid through Fontainebleau's Pollution Control Insurance Policy (AIG). No costs for the associated work have been added to the Construction Budget.

A. TOWER (200)

Excavation and Foundations

Site clearing and earthwork is 100% complete.

Concrete Superstructure

The core foundation is 100% complete. The superstructure was "topped-off" on November 13, 2008, 6-weeks ahead of schedule.

Masonry

The project has not reached this stage of the construction schedule.

Roofing and Waterproofing

The project has not reached this stage of the construction schedule.

Doors and Windows

A mock-up of the curtain wall system was constructed in Los Angeles, reviewed and approved by the Architect, Developer and Contractor. All of the curtain wall material has been ordered with the status as follows:

Task	Previously Completed	Completed thru
Curtain Wall Clips 100%		
North Elevation	T53	T54 thru T62
South Elevation	T53	T54 thru T62
East Elevation	T55	T56 thru T63
West Elevation	T53	T54 thru T62
Curtain Wall System 100%		
North Elevation	T46 T47 thru T48/50%	T47 thru T54 T55 thru T56/50%
South Elevation	T50	T51 thru T56 T57 thru T58/100%
East Elevation	T52	T53 thru T56 T57 & T58/50%
West Elevation	T46 T47 & T48/50%	T47 thru T54 T55 & T56/50%

Due to performance issues on the installation of the curtain wall system, Embassy Glass, Inc. was replaced with Helou & Sons. The following issues have previously arisen concerning the curtain wall system that has impacted the schedule: movement of the structure above T32 and "wind days". This had caused a schedule delay of approximately 12 days. The General Contractor implemented 10-hour days in October and November to make up for lost time; however, the Contractor is unable to completely make-up the lost time. Therefore, completion of the curtain wall system will be slightly behind schedule; however, it is not part of the critical path and will have no impact to the overall schedule.

Carpentry and Drywall

The following tasks are 100% complete to the following levels:

Task	Previously Completed	Completed thru
Partition layout	T1 thru T64	Complete
Install top track	T1 thru T54	T55 thru T58
Metal stud framing	T1 thru T52	T53 thru T56
Ceiling framing	T1 thru T44	T40 thru T44
Tub framing	T1 thru T42	T43 thru T45
Drywall one side (Rooms)	T1 thru T35	T36 thru T55
Drywall two side (Rooms)	T1 thru T35	T36 thru T43
Tape and finish (Rooms)	T1 thru T35	T36 thru T40
Drywall one side (Condo)	T1 thru T35	T36 thru T55
Drywall two sides (Condo)	T1 thru T35	T36 thru T41
Tape and finish (Condo)	T1 thru T33	T34 thru T38

Finishes

The following tasks are 100% complete to the following levels (unless otherwise noted):

Item	Percent Complete	Complete Date
Ceiling skim coat	T1 thru T56	Complete
Install porcelain tile (Rooms)	T1 thru T24 T25 & T26/50%	T25 thru T32 T33 & T34/50%
Install porcelain tile (Condo)	T1 thru T15	T16 thru T19/90% T20 thru T29/80%
Install tub decks	T1 thru T44	T45 thru T50
Install shower curbs	T1 thru T33	T34 thru T39
Shower curb stone	T1 thru T14 T15 thru T25/90%	T1 thru T 25
Set Tubs	T1 thru T 30	T31 thru T47
Install Carpet T1 thru T19	T1 thru T21 T22 & T24/10%	T22 thru T2/75%
Wall covering T1, T3 thru T5 T2 T6 thru T28 T29 T30 T31 thru T35 T36	95% 95% 90% 70% 25% 0% 0%	95% 100% 90% 90% 90% 90% 50%
Painting T1 & T3 T2 T4 thru T22 T23 thru T25 T26 T27 & T28 T29 T30 T31 thru T35 T36 & T37 T38 thru T45	95% 95% 95% 90% 60% 90% 70% 25% 0% 0% 0%	95% 100% 95% 90% 90% 90% 90% 90% 90% 50% 5%
Shower enclosure Rooms Condo	T1 thru T22 T1 thru T5	T23 thru T25 T6 thru T18
Bathroom vanities Rooms Condo	T1 thru T26 T1 thru T13	T27 thru T52 T14 thru T20
Condo Kitchen Cabinets	T1 thru T18	T19 thru T21

Conveying Systems

The elevator system has been delivered to the site and is proceeding on schedule as follows:

Item	Percent Complete	Complete Date
Passenger Cars P1 thru P8	100%	100%
Passenger Cars P9 thru P16	75%	80%
Passenger Cars P17 thru P24	30%	35%
Passenger Cars P25 thru P32	25%	30%
Service Cars S1 thru S8	100%	100%
Service Cars S9 thru S16	75%	77%

Passenger cars P1 thru P8 and Service cars S1 thru S8 are operational since November after execution of a contract with the Hoister's union for operators.

Fire Protection

The following tasks are 100% complete to the following levels (unless otherwise noted):

Task	Percentage Completed	Remaining Tasks
Rough-In	T1 thru T56	T57 thru T62
Sprinkler System Trim	T1 thru T30 & T31 thru T35/50%	T31 thru T35 & T36 thru T40/50%
Fire Pump rough-in	92.5%	95%

Installation of the fire standpipe is complete.

Plumbing

The following tasks are 100% complete to the following levels (unless otherwise noted):

Task	Percentage Completed	Remaining Tasks
Install soaking tubs	T1 thru T42	T43 thru T47
In wall plumbing	T1 thru T50	T51 thru T53
Plumbing Rough-In	T1 thru T53	T54 thru T63
Install fixtures	0%	T2 thru T6
Install trim	T1 thru T43 T44 thru T49/20%	T44 thru T49 T50 thru T61/20%

Risers, laterals and overhead work is 100% complete.

HVAC

The percentage complete for the following major tasks are:

Task	Location	Percentage Completed	Remaining Tasks
Set Distribution Equipment	Retail Mech.	95%	No change
Set Distribution Equipment	T31	80%	No change
Sleeves, Hangers/Supports	T1 thru T57	T62	Complete
Rough-In Ductwork/Piping	T1 thru T36	100%	Complete
Rough-In Ductwork/Piping	T31	60%	90%
Rough-In Ductwork/Piping	T32	50%	50%
Rough-In Ductwork/Piping	T37 thru T44	96%	96%
Rough-In Ductwork/Piping	T45 thru T49	50%	50%
Rough-In Ductwork/Piping	T50 thru T54	50%	50%
Rough-In Ductwork/Piping	T55 thru T58	5%	20%
Rough-In Ductwork/Piping	T59 thru T61	0%	20%
Set Fan Coil Units	T1 thru T39	100%	Complete
Set Fan Coil Units	T40 thru T43	5%	96%
Set Fan Coil Units	T44	0%	96%

Electrical

The percentage complete for the following task are:

		Branches Completed	Complete PC
Main Switchgear Distribution	T31	96%	96%
Main Switchgear Distribution	T62	88%	90%
Power Lighting & Branch	T1 thru T3	95%	100%
Power Lighting & Branch	T4 & T5	95%	95%
Power Lighting & Branch	T6 thru T12	85%	85%
Power Lighting & Branch	T13 thru T24	80%	80%
Power Lighting & Branch	T25 thru T33	68%	70%
Power Lighting & Branch	T34 thru T41	20%	68%
Power Lighting & Branch	T42 thru T58	10%	20%
Power Lighting & Branch	T59 & T60	4%	4%
Power Lighting & Branch	T61	4%	4%

B. GARAGE/CONVENTION (300)

A failure occurred in one of the double tees placed on Level P-6 in August 2007 which started a chain reaction, resulting in the collapse of seven (7) double tees. The seven (7) double tees damaged the Casino Deck Level where the debris settled. This has been repaired; however, delays of six (6) to eight (8) weeks have resulted which will not impact the completion day.

Excavation and Foundations

Mass excavation, drilled piers, piles, micro piles and the secant wall are 100% complete. The secant wall permit was closed out November 2007.

Concrete Superstructure

The foundation is underway with 100% of the walls and perimeter walls complete. 100% of the double tees have been fabricated and installed. Slab placement in increments of 20,000 SF continues three to five times per week with approximately 99.5%.

Masonry

The contractor has completed the masonry work within the Nevada Power Yard area with 71% of the masonry work completed overall.

Structural Steel

The structural steel structure was completed on October 24, 2008.

Miscellaneous Metals

The emergency egress stairs and railings are in process with 80% complete.

Roofing and Waterproofing

The subcontractor has mobilized, completing the underlayment at the cooling tower and 50% of the roofing installation, and a 15% increase this PC.

Doors and Windows

The exterior metal framing is in process and the percentage complete for the following tasks are:

South Façade	70%	70%
East Façade	75%	90%
Exterior Louver System	100%	100%
Doors & Hardware	20%	23%

Carpentry and Drywall

Framing and drywall is in progress on the Dock/Parking Levels and Ballroom with 72% and 70%, respectively, an increase of 2% and 5% respectively, during this PC for each component.

Finishes

The painting subcontractor has mobilized on Level P-1 for painting of the exposed concrete and is 91% complete.

Conveying Systems

Shop drawings for the elevators have been approved, and shafts for the hydraulic elevators have been set. Materials for the South Freight Elevators have been delivered; motors have been installed and the balance of material is stored on-site. It is anticipated that elevators CF 6 thru 8, CS-2 and EP 1 thru 3 will be operational by February 2009.

Fire Protection

The standpipe has been set at the south end of the garage with approximately 78% of the rough-in complete, a 3% increase during this PC. Approximately 97% of the applied fire proofing is complete, an 2% increase during this PC.

Plumbing

Materials have been purchased and are being stored in the Developer's warehouse. The percentage complete for the following tasks are:

Task	Previously Completed	Completed this PC
Underground dewatering	95%	95%
Central Plant rough-in	100%	Complete
Convention Center/Ballroom	75%	80%
Underground sanitary lines	90%	95%

HVAC

Engineering is in progress and hangers below the casino level are being placed. The eight chiller units are currently installed and five boilers have been set. Mechanical chase to the roof is in process with 99% complete, a 1% increase this PC. Installation of the roof top air houses is in process with 85% complete, a 5% increase this PC. The cooling towers are in place and installation remains at 99% complete.

Electrical

The underground electrical duct bank is 100% complete and the conduit from Rivera to the Nevada Power yard is in-place. Primary switch gear has been set and temporary power has been provided. Installation of the generators is in process with 95% complete, an 8% increase this PC.

C. PODIUM (500)

Excavation and Foundations

Mass excavation has been underway and is 100% complete with a small area remaining north and northwest of the Tower. 100% of the drilled piles/caissons are complete with 98% of the pile caps complete, no change this PC. The pile caps will be completed upon demobilization of Garage/Convention Center crane.

Concrete Superstructure

The percentage complete for the following tasks are:

Task	Previously Completed	Completed this PC
Grade Beams/Wall Foundations	98.5%	100%
Basement Walls	87%	88%
Core/shear Walls	100%	Complete
Slab on Grade	65%	73%
Slab on Metal Decking	70%	75%

Masonry

Walls in the Valet Level are 80% complete, an increase this PC of 5%.

Structural Steel

Installation of the steel stairs is in progress in Sequence 1. The percentage complete for the following tasks are:

Task	Previously Completed	Completed this PC
Structural Steel & metal decking on-site	77%	78%
Installed steel & metal decking	67%	68%
Steel frame erection		
Sequence 1 (Meeting Rooms North)	100%	Complete
Sequence 2A (Pool Suites)	100%	Complete
Sequence 2B (South Shops)	100%	Complete
Sequence 3A (Meeting Rooms South)	100%	Complete
Sequence 3B (Theatre)	100%	Complete
Sequence 4 (Casino/Pool Deck)	90%	95%
Sequence 5A (Casino Pool Deck)	100%	Complete
Sequence 5B	100%	Complete

The last main truss along the west elevation was scheduled for installation on January 12, 2009; however, due to weather related shipping delays installation was rescheduled for February 6, 2009. The delay will not impact the scheduled dry-in date of May 1, 2009 for the west facade.

Miscellaneous Metals

Engineering and fabrication for the steel stairs continues to proceed and is 98% complete, an increase this PC of 1%.

Roofing and Waterproofing

Below grade waterproofing is 97% complete and waterproofing Level 8 is 28% complete.

Doors and Windows

Door framing in the Back of House area is in process and is 52% complete.

Carpentry and Drywall

Installation of the metal studs and drywall is in progress with 30% complete, an increase this PC of 10%.

Finishes

The project has not reached this stage of the construction schedule. The Contractor will complete a mock-up of the casino floor by February 28, 2009 for Developer approval on or before March 6, 2009 in order to maintain the critical path.

Due to performance issues on the installation of the water features Tracy & Ryder will be terminated and replaced with Water FX.

Conveying Systems

The escalators have been delivered to the site and rail installation for Elevators HS1 and HS2 continues to proceed and is 90% complete, a 6.5% increase this PC.

Fire Protection

Installation has begun at the casino levels below the Tower. Spray fire proofing overall is 63% complete in the south podium, an increase of 2% this PC. The progress per floor is detailed below:

Task	Level	Previously Completed	Completed this PC
2 nd Floor Framing	Valet	75%	90%
3 rd Floor Framing	Casino/Theatre	80%	84%
4 th Floor Framing	Casino Mechanical	100%	Complete
5 th Floor Framing	Retail/Meeting L01	87%	87%
7 th Floor Framing	Retail Mech./Meeting L02	81%	90%
8 th Floor Framing	Pool Sub-deck	47%	66%
9 th Floor Framing	Pool Deck/Meeting L02	46%	51%
10 th Floor Framing	VIP L01	58%	59%
11 th Floor Framing	VIP L02/Meeting L03	54%	55%
12 th Floor Framing	VIP L02/Theatre	54%	55%
13 th Floor Framing	VIP L04/Meeting L05	52%	53%
14 th Floor Framing	VIP Roof/Meeting L06	46%	47%

Plumbing

Installation has begun at the casino levels below the Tower and sleeving/canning is proceeding with approximately 60% complete, a 9% increase during this PC.

HVAC

Installation has begun at the casino levels below the Tower and sleeving/canning is proceeding with approximately 30% complete, a 2% increase during this PC.

Electrical

Installation has begun at the casino levels below the Tower for temporary power, main power and low voltage, and sleeving/canning is proceeding with approximately 42% complete, a 4% increase during this PC.

D. FF&E

Tower (200)

Deposits have been placed for long lead item and items critical to maintaining the construction schedule. These items include: bathroom vanities and guest closet units, as detailed in Section 2.3 of this report. Tower Level T2 and T3 have been installed for quality control review prior to the balance of the installation scheduled for March 2, 2009.

The remaining long lead items to be negotiated and purchased include:

- Super suites furnishings on levels T57 through T61;
- Way finding system;
- Pool entry furnishings; and
- Pool Cabana Sales.

Garage/Convention (300)

Deposits have been placed for long lead item and items critical to maintaining the construction schedule. These items include: chairs, kitchen equipment and carpeting, as detailed in Section 2.3 of this report.

The remaining long lead items to be negotiated and purchased include:

- Hospitality (Lifescapes);
- Way finding system; and
- Bus Lobby.

Podium (500)

Deposits have been placed for long lead item and items critical to maintaining the construction schedule. These items include: carpeting and back-of-house equipment, as detailed in Section 2.3 of this report.

The remaining long lead items to be negotiated and purchased include:

- Theatre;
- Retail promenade;
- Way finding system;
- Wine Bar; and
- Convention Lobby.

5.3. Quality of Work and Conformance with Construction Documents

The work observed appears to be in general conformance to the drawings and specifications we have reviewed, and during our site visit, we did not observe any significant areas of unsatisfactory workmanship. The previously deficient precast concrete tees have now been replaced. In addition, work has been performed in accordance with generally accepted construction industry standards.

At the time of our site visit, the street side elevations of the project have been fenced in securely and appropriate safety measures appear to have been taken. IVI noted that generally, all workers were wearing hard hats.

Five (5) previous material incidents have occurred on-site:

Material Incidents		
#	Date	Comments
1	Thursday August 2, 2007	Three (3) construction workers were involved in a construction site fall; falling from an approximate height of 30-feet. One (1) worker died and two (2) sustained minor injuries. Complete details are not available at the present

Material Incidents		
#	Date	Comments
		time; however, once the detailed information becomes available IVI will incorporate into the next PSR. OSHA was immediately called, inspected the area of the accident, and allowed construction to proceed. The OSHA report will also become part of a forthcoming PSR.
2	Monday August 6, 2007	A precast concrete tee collapse took place within the proposed Garage/Convention Center area in the southeast quadrant of the site. Specifically; one (1) precast concrete tee failed under its own weight. It is believed that the failure was due to an insufficient length of re-bar at the bottom chord of the precast tee. This is considered an anomaly; the Developer and Contractor in conjunction with their team of professionals have prepared a two volume Double Tee Incident Correspondence & Photos report confirming that this was an isolated incident. The cause of the failure was determined to be due to the misplacement of the reinforcing in the North West corner of the Double Tee at level P-6. During the investigation, discrepancies were observed concerning the tendons on all of the tees. It has been determined that all of the 9' tees and 12' tees longer than 60' must be removed, recast and replaced. The aforementioned will affect approximately 300 tees. The on-site tees have been replaced at this time.
3	Monday February 11, 2008	A construction worker was struck by a chilled water pipe as it slid through the nylon chokers from the 19 th Floor to the 18 th Floor. The injuries sustained are a left hand which was nearly severed and a compound fracture to the right leg in two places. (Note that the hand was successfully reattached later in the day).
4	Tuesday June 3, 2008	The hydraulic crane cable snapped causing two (2) beams to fall and damaged two (2) in-place concrete garage tees. The damaged tees were replaced within by Friday June 6, 2008.
5	Wednesday June 25, 2008	Welding was in process directly above the product "Polacell" on the low roof of the garage. The product ignited and quickly became too big for the fire watch posted; the on-site water truck and the fire department extinguished the fire. Additionally, the fire caused extensive damage to the large generator temporary located next to the fire lane. The incident is currently under review and a report is expected within the next 30 to 60 days (August 2008 to September 2008).

Concerning incidents 1 and 2 OSHA verbally acknowledged on their closing conference call, Wednesday September 5, 2007 that no fault or any negligence in TWC or FB. There will be no monetary fines or citation for the two (2) accidents, a formal OSHA investigation report is due between August 2008 and January 2009.

Five (5) additional incidents with minor injuries have occurred on-site, Monday December 10, 2007, Thursday January 3, 2008, Saturday January 12, 2008 and Monday September 1, 2008 and Thursday October 2, 2008.

The incidents are currently under investigation by OSHA and the fourth by LVPD.

There is a concern related to the fourth incident and LVPD. Apparently even though LVPD was at the scene twice; once for the drunk driver and the second for the barricade collapse, there was no accident report filed by LVPD. This is being investigated by the General Contractor's attorneys. In the interim, the General Contractor has been contacted by an attorney representing the 20 year old injured women; however, a lawsuit has not been filed as of February 1, 2009.

5.4. Testing Reports

IVI has received copies of previous monthly non-conformance Inspection Report Logs (Exhibit "P") dated December 30, 2008.

6. DOCUMENTATION UPDATE

6.1 Drawings and Specifications

IVI has received the Major Milestone Summary, which includes Value Engineering ("VE") updated April 12, 2007 prepared by BWA, which outline the design status.

The project is tracking the schedule with milestone updates incorporated in the outline below:

Component	Task	Date
Site	Land Use Permits Available	October 4, 2006
Site	Grading Drainage Permit Study Approved	October 13, 2006
Garage/Convention Center	Issue for Permit 100% Foundation Construction Documents	October 31, 2006
Tower	Issue for Permit 100% Foundation Construction Documents	November 6, 2006
Tower	Issue for Permit 50% Construction Documents	November 21, 2006
Garage/Convention Center	Issue for Permit 50% Construction Documents	December 1, 2006
Tower	Issue for Permit 100% Structural Construction Documents (up to level 35) Mechanical Level	December 12, 2006
Garage/Convention Center	Issue for Permit 100% Structural Construction Documents	December 18, 2006
Tower	Issue for Permit 80% Construction Documents	February 1, 2007
Podium	Issue for Permit 100% Foundation Construction Documents (South Tower)	February 1, 2007
Podium	Issue for Permit 50% Construction Documents	February 1, 2007
Tower	Issue for Permit 100% Structural Construction Documents (Level 36 to Top)	February 7, 2007
Garage/Convention Center	Issue for Permit 80% Construction Documents	February 14, 2007
Podium	Issue for Permit 100% Structural	March 2, 2007

Component	Task	Date
	Construction Documents (South of Tower)	
Tower	Issue for Permit 100% Construction Documents	March 12, 2007
Garage/Convention Center	Issue for Permit 100% Construction Documents	March 21, 2007
Garage/Convention Center	Issue AMPE 100% CD's for permit	April 4, 2007
Podium	Issue Structural CD's (South Tower) for permit	April 20, 2007
Podium	Issue 80% Progress CD's	May 30, 2007
Podium	Issue for Permit 80% Construction Documents	June 1, 2007
Podium	Issue Theatre Footprint modification	July 15, 2007
Garage/Convention Center	CCBD approved proceeding as collapse	August 31, 2007
Podium	Issue for Permit 100% Foundation/Structural Construction Documents (North of Tower)	September 19, 2007
Garage/Convention Center	Permit issued for AMPE	October, 2007
Podium	Issue ASMPE 100% CD's (North Tower) for permit	October, 2007
Garage/Convention Center	Revised Ballroom/Convention Center CD's issued	October 1, 2007
Podium	Issued VE North Podium Foundation and Structural Plans	February 1, 2008
Garage/Convention Center	100% AMEP issued	February 4, 2008
Garage/Convention Center	Ballroom interior design CD's issued	February 29, 2008

In anticipation that several venues may open 30-60 days after the scheduled grand opening of October 2009, a mural will be designed and constructed for the future storefront spaces along the promenade.

6.2. Permits

Permits are in place for the current work underway. The permits received during this PC (Exhibit "Q") are bolded below:

Component	Description	Permit No.	Date Issued
Site	Dust Permit	33202	November 20, 2006
Site	Temporary Discharge Permit	Tnev2007368	December 4, 2006
Site	Demolition	06-41516 DE2	December 4, 2006
Site	Temporary Power Permit	06-53143 EPD	December 13, 2006
Site	Land Use Permit	06-41514	December 14, 2006
Site	Grading Permit	06-41514 GD6	January 12, 2007
Site	Secant Wall Permit	06-46993 BU1	January 16, 2007
Tower	Phased Foundation	06-48249 BU3	February 20, 2007

Component	Description	Permit No.	Date Issued
Garage	Emergency Ramp	06-52272 BU1	February 22, 2007
Wet n Wild	Dust Permit	N/A	February 22, 2007
Wet n Wild	Demolition (<i>Wet-n-Wild</i>)	07-12042 DE2	March 1, 2007
Tower	Structural	06-48249	March 6, 2007
Garage	Foundation-Parking	06-47392 BU1	March 14, 2007
Tower	Structural (Levels 1 through 34)	07-05172	May 3, 2007
Garage	Structural Permit	07-7220-BU4	May 4, 2007
Podium	Foundation Permit	07-11015	May 10, 2007
Tower	Structural	06-48249	May 14, 2007
Garage	Sub-Slab Drainage	06-47392 BU3	May 17, 2007
Garage	Structural	07-25864	June 12, 2007
Garage	Foundation Electrical	06-47392 EDP	June 25, 2007
Podium	Foundation Electrical	07-11015 EDP	July 6, 2007
Tower	AMEP	07-14840	July 31, 2007
Garage	Submittal Letter	07-33797	August 8, 2007
Podium	Structural	07-21582	August 9, 2007
Tower	Structural L35 – Roof	07-141186	August 12, 2007
Tower	Foundation	06-48249-001	August 16, 2007
Tower	Structural Permit	06-48249-02	August 16, 2007
Podium	Foundation F3	07-11015-001	August 27, 2007
Garage	Temporary Power	07-34342 EPD	September 5, 2007
Podium	Master Egress	06-48195-001	September 6, 2007
Tower	Structural Revision L1 – L34	07-5172-01	September 6, 2007
Garage	Materials & Methods	06-39826	September 15, 2007
Podium	Master Egress	06-48195-002	September 15, 2007
Tower	Electrical	07-14840-EPD	October 3, 2007
Garage	Structural	07-7220-01	October 18, 2007
Garage	Foundation	06-47392-01	October 19, 2007
Tower	Piping Supports @ Valet	06-48249-03	October 24, 2007
Podium	Underground	07-11015PLFT	October 29, 2007
Tower	Plumbing	07-14840-PLFT	November 1, 2007
Garage	Architectural Permit	07-17708 BU5	November 8, 2007
Garage	Micro Piles	07-32876	November 13, 2007
Garage	PLFT	07-17708-PLFT	November 14, 2007
Tower	Mechanical	07-14840	November 20, 2007

Component	Description	Permit No.	Date Issued
Garage	Closure Secant Wall Permit	06-46993 BU1	November 26, 2007
Podium	Foundation DPH	07-11015-03	November 29, 2007
Tower	Master Egress Permit	06-33024	December 15, 2007
Garage	Stairs 4, 5, & 6	07-7220-02	January 4, 2008
Garage	Double-Tee	07-7720-03	January 4, 2008
Podium	Foundation Phased	07-38187 BU3	January 14, 2008
Podium	North Podium Foundation and Structural Permit	07-40154 BU4	January 18, 2008
Garage	Structural	07-7220-04	January 18, 2008
Garage	Foundation	06-47392-02	February 7, 2008
Podium	AMEP	07-42658BU	February 13, 2008
Podium	South Podium	07-33462 BU5	February 20, 2008
Tower	Revisions	07-33024	February 20, 2008
Podium	North Podium AMPE	07-42658	February 25, 2008
Tower	Structural Smoke Control	07-14840	March 4, 2008
Garage	AEMP Revisions	07-17708-01	March 4, 2008
Podium	MEPD	07-33462EPD	March 5, 2008
Site	Fire Protection Report	06-33024	March 6, 2008
Garage	Fire Protection Report	06-39826	March 6, 2008
Podium	Fire Protection Report	06-48195	March 6, 2008
Podium	Fire Protection Report	07-33462	March 6, 2008
Tower	Curtain Wall and Embeds	07-5172-04	March 7, 2008
Tower	Structural Revisions	07-14186-04	March 7, 2008
Tower	Rebar Revisions	07-5172-03	March 9, 2008
Podium	Plumbing	07-33462PLFT	March 11, 2008
Podium	Stairs 101, 115 & 117	07-21582-14	March 12, 2008
Podium	Stairs 116	07-21582-15	March 12, 2008
Podium	Porte Coche Revisions	07-38187-01	March 13, 2008
Podium	Porte Coche Revisions	07-40154-01	March 17, 2008
Podium	Stair Revisions	07-21582-16	March 20, 2008
Podium	Framing Revisions	07-21582-17	March 20, 2008
Tower	Arch Revisions	07-14840-07	March 25, 2008
Tower	Engineering	06-33024-02	April 6, 2008
Site	Pedestrian Overhead Canopy	08-06455 BU1	April 8, 2008
Tower	Architectural Revision	07-14840-05	April 8, 2008
Garage	Structural Revision	07-7220-05	April 15, 2008

Component	Description	Permit No.	Date Issued
Tower	Sprinkler System	N/A	April 15, 2008
Garage	Foundation Revision	06-47392-03	April 25, 2008
Podium	Stair Revision	07-21582-20	April 28, 2008
Tower	Engineering	06-33024-03	May 6, 2008
Podium	Stair Revision	07-21582-31	May 7, 2008
Tower	Arch Revisions	07-14840-09	May 8, 2008
Podium	Arch Revision	07-33462-01	May 12, 2008
Garage	Arch Set Rev.	07-17708-02	May 13, 2008
Podium	Structural	07-21582-23	May 20, 2008
Podium	Structural	07-21582-22	May 21, 2008
Tower	Stairs #1, #2 & #3	07-5172-007	May 22, 2008
Tower	Architectural	07-14840-10	May 28, 2008
Garage	Stairs #10 & #22	07-7220-06	May 28, 2008
Podium	Life Safety	06-48195-03	May 29, 2008
Garage	Stairs #16	07-7220-07	June 2, 2008
Garage	Stair Framing	07-7220-09	June 4, 2008
Tower	Structural	07-5172-008	June 6, 2008
Tower	Structural	07-14186-06	June 16, 2008
Podium North	Structural	07-40154-02	June 17, 2008
Podium North	Foundation	07-40154-02	June 17, 2008
Tower	Structural	07-5172-09	June 20, 2008
Tower	Stairs 1-3	07-14186-10	June 20, 2008
Garage	Sanitary	08-13931 BU1	July 7, 2008
Tower	Architectural	07-14186-07	July 8, 2008
Podium	Structural	07-21582-24	July 8, 2008
Tower	Electrical	07-14840-12	July 11, 2008
Tower	AMEP	07-14840-11	July 11, 2008
Tower	Architectural	07-14186-09	July 16, 2008
Podium	Site	07-33462-03	July 17, 2008
Garage	Electrical	07-17708-EL	July 25, 2008
Garage	Structural	07-7220-11	July 29, 2008
Garage	Structural	07-7220-12	July 30, 2008
Podium	Stairs	07-21582-18	July 8, 2008
Podium	Framing	07-21582-26	July 8, 2008
Garage	East Elevation	07-7220-13	July 15, 2008
Podium	Architectural	07-33462-02	July 30, 2008

Component	Description	Permit No.	Date Issued
Podium	Site	07-33462-04	July 30, 2008
Podium	Mechanical	07-42658 MEFT	August 5, 2008
Podium	Spa	08-13578	August 7, 2008
Garage	Barrier Cables	07-7220-14	August 8, 2008
Podium	Theatre Arch.	07-33462-05	August 11, 2008
Podium	Building	07-42658-01	August 11, 2008
Tower	Misc. Coordination	07-14840-13	August 15, 2008
Podium	Structural	07-21582-27	August 19, 2008
Podium	Plumbing	07-42658-PLFT	August 21, 2008
Garage	Structural	07-7220-15	September 3, 2008
Garage	Structural	07-7220-16	September 4, 2008
Podium	Foundation	07-38187-3	September 5, 2008
Tower	Misc. Coordination	07-14840-14	September 9, 2008
Podium	Stair 121	07-21582-25	September 9, 2008
Podium	Structural	07-33462-06	September 10, 2008
Podium	Structural	07-40154-3	September 10, 2008
Garage	Structural	07-7220-18	September 11, 2008
Podium	Casino	08-23297	September 11, 2008
Garage	Structural	07-7220-19	September 12, 2008
Garage	Structural	07-7220-20	September 14, 2008
Garage	TCO Exit Plan	07-7220	September 15, 2008
Garage	Foundation	06-47392-04	September 15, 2008
Podium	Structural	07-40154-4	September 17, 2008
Tower	Materials & Methods	06-33024-11	September 21, 2008
Podium	Building	07-42658	September 23, 2008
Podium	Building	08-13578-01C	September 23, 2008
Podium	Framing	07-21582-29	September 24, 2008
Podium	Architectural	07-21582-28	September 24, 2008
Garage	Structural/Stair #3	07-7220-21	October 1, 2008
Podium	Architectural	07-21582-31	October 6, 2008
Garage	Structural	07-7220-22	October 6, 2008
Tower	Structural	07-14186-012	October 7, 2008
Podium	Structural	07-38187-4	October 7, 2008
Podium	Framing	07-21582-32	October 10, 2008
Garage	Fire	07-17708-FA	October 15, 2008

Component	Description	Permit No.	Date Issued
Podium	Stair 192	07-21582-41	October 20, 2008
Podium	Stair 191	07-21582-43	October 20, 2008
Podium	Structural	07-21582-35	October 21, 2008
Tower	Structural	07-14186-013	October 21, 2008
Tower	Structural	07-14186-015	October 21, 2008
Tower	Architectural & MEP	07-14840-15	October 21, 2008
Podium	Structural	07-21582-33	October 22, 2008
Podium	Structural	07-21582-34	October 22, 2008
Garage	Architectural	07-17708-003	October 22, 2008
Site	Sidewalk Canopy	08-25201	October 24, 2008
Podium	Site	07-21582-36	October 27, 2008
Podium	Structural	07-21582-37	October 28, 2008
Podium	Structural	07-21582-39	November 10, 2008
Garage	Egress	07-7220	November 10, 2008
Garage	Misc.	07-7220-24	November 10, 2008
Podium	Wedding Chapel	08-27529	November 11, 2008
Podium	Theatre	07-21582-40	November 11, 2008
Garage	Structural	07-17708-04	November 12, 2008
Garage	Misc.	07-7220-26	November 12, 2008
Garage	Structural	07-7220-25	November 14, 2008
Garage	Structural	07-7220-27	November 18, 2008
Garage	Structural	07-7220-28	November 18, 2008
Podium	Convention Lobby	08-30383 BU1	November 18, 2008
Garage	Stair 2	07-7220-29	November 19, 2008
Garage	Structure	07-7220-30	November 19, 2008
Garage	Stair 11	07-7220-31	November 19, 2008
Podium	Stair 193	07-21582-42	November 25, 2008
Podium	Stair 157	07-21582-44	November 25, 2008
Podium	Stair 159	07-21582-45	November 25, 2008
Podium	Stair 162	07-21582-46	November 25, 2008
Podium	Stair 158	07-21582-47	November 25, 2008
Podium	Venue-Restaurant Bar	08-30819	November 25, 2008
Podium	Venue-Pool Café	08-30985	November 25, 2008
Garage	Stair 9	07-7220-33	November 26, 2008
Garage	West Elevation	07-7220-32	November 29, 2008
Garage	Stair 1	07-7220-34	December 2, 2008

Component	Description	Permit No.	Date Issued
Podium	Venue-Oasis Pool Bar	08-30822	December 2, 2008
Garage	Delta 12	07-17708-05	December 2, 2008
Podium	Structural	07-21582-48	December 5, 2008
Garage	SK-06 &SK-07	07-7220-35	December 8, 2008
Podium	Foundation delta NF6	07-38187-05	December 9, 2008
Podium	Structural delta NS8	07-40154-05	December 9, 2008
Podium	Bleau Lounge	08-31185 BU1	December 11, 2008
Podium	Venue-Euro Pool Bar	08-30824 BU1	December 12, 2008
Garage	East Elevation	07-7220-36	December 13, 2008
Podium	Fireproofing	07-21582-38	December 17, 2008
Podium	Exterior Courtyard	07-21582-51	December 19, 2008
Podium	Fire Alarm	07-33462 FA 9	December 19, 2008
Tower	Embedment Shop Drawings	07-14186-17	December 19, 2008
Podium	Delta 18	07-33462-09	December 22, 2008
Garage	Structural Framing Level 6	07-7220-45	December 23, 2008
Garage	Delta 13	07-17708-06	December 24, 2008
Podium	Venue-Casino Sundries	08-32957 BU1	December 24, 2008
Podium	NCR Response	07-21582-52	December 26, 2008
Garage	West-North Elevations	07-7220-39	December 26, 2008
Podium	Venue-Burger Bar	08-32956	December 29, 2008
Tower	Structural Delta 15B	07-14186-18	December 30, 2008
Garage	Structural Delta 10	07-7220-43	December 30, 2008
Garage	Emergency Ramp	06-52272-04	December 31, 2008
Garage	North Elevation	07-7220-44	December 31, 2008
Garage	Foundation Delta 9	06-47392-06	January 2, 2009
Podium	Structural Delta S17	07-21582-53	January 2, 2009
Podium	Retail Promenade	07-21582-54	January 6, 2009
Podium	Hospitality Courtyard	07-33462-10	January 9, 2009
Tower	Structural Delta 14B	07-14186-16	January 12, 2009
Garage	Delta 14	07-17708-07	January 16, 2009
Podium	Las Vegas Blvd. Zone 140	07-33462-11	January 20, 2009
Podium	Venue-East Casino	08-23297 FA9	January 26, 2009
Podium	Venue-FB Logo	09-1305 BU1	January 26, 2009

6.3. As-Built Survey

Not expected at this time.

6.4. Designer-of-Record Field Observation Reports

IVI has requested, but has not received a report for this PC.

6.5. Certificate of Occupancy

Upon governmental sign-off of each completed component/phase the GC will acquire a Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO). Either a TCO or CO has been received during this PC (Exhibit "R") and bolded on the matrix below:

Component/Phase	Permit No.	Date Issued	Expires	Certificate
Parking Garage P-1 to P-3	07-7220	August 26, 2008	January 31, 2009	TCO
Parking Garage P-4	07-7220	October 1, 2008	January 31, 2009	TCO
Parking Garage P-1 to P-4	07-7220	December 1, 2008	January 31, 2009	TCO
Parking Garage P-1 to P-4	07-7220	February 2, 2009	April 30, 2009	TCO

6.6. Construction Meeting Minutes

The contractor has continued to provide Project Meeting Minutes prepared by BWA.

6.7. Shop Drawing and RFI Logs

IVI as requested has received the RFI Log – Outstanding for the garage, tower and podium (Exhibit "U") during the PC.

6.8. Tenant/End-User Status and Approvals

IVI has not received copies of any executed lease agreements for the available retail spaces. Listed below are the proposed tenants and allotted space:

Category	Level	Suite ID	Tenant	Tentative Opening Date	SFG
F&B	Casino	100A	Lobby Bar	TBD	4,391
F&B	Casino	R1	Gotham Bar & Grill	TBD	9,918
F&B	Casino	R2	FB Steakhouse	TBD	9,702
F&B	Casino	R4	Bar American	TBD	10,537
Retail	Casino	104	Retail	TBD	1,157
Retail	Casino	105	Retail	TBD	3,515
Retail	Casino	107	Retail	TBD	1,920
Retail	Casino	108	Retail	TBD	2,300
Retail	Casino	109	Retail	TBD	5,747
F&B	Retail	R6	Italian Concept	TBD	8,739
F&B	Retail	R12	Burger Bar	TBD	3,524
F&B	Retail	R7	Seafood	TBD	9,747
F&B	Retail	237	Gelateria	TBD	2,853
F&B	Pool	R9	Tapas Concept	TBD	7,006
F&B	Pool	R10	Hakkasen	TBD	11,889
F&B	Pool	R11	Night Club/Ultra Lounge	TBD	41,400
F&B	Casino	R3	NOBU Sushi	TBD	5,385
Retail	Casino	103	Retail	TBD	2,067

Category	Level	Suite ID	Tenant	Tentative Opening Date	SFG
Retail	Casino	111	Retail	TBD	1,173
Retail	Casino	A2	Retail	TBD	5,040
Retail	Casino	116	Retail	TBD	2,731
Retail	Casino	116/LOGO	Retail	TBD	2,182
Retail	Casino	LOGO	Retail	TBD	2,036
Retail	Casino	Deli	Retail	TBD	1,689
F&B	Retail	R5	NOBU	TBD	14,548
Retail	Retail	200	Retail	TBD	8,972
Retail	Retail	202	Retail	TBD	715
Retail	Retail	205	Retail	TBD	1,867
Retail	Retail	207	Retail	TBD	2,293
Retail	Retail	209	Retail	TBD	1,612
Retail	Retail	211	Retail	TBD	1,535
Retail	Retail	213	Retail	TBD	2,094
Retail	Retail	215	Retail	TBD	2,016
Retail	Retail	217	Retail	TBD	2,141
Retail	Retail	225	Retail	TBD	5,028
Retail	Retail	226	Retail	TBD	6,423
Retail	Retail	227	Retail	TBD	2,305
Retail	Retail	229	Retail	TBD	2,380
Retail	Retail	231	Retail	TBD	4,630
Retail	Retail	235	Retail	TBD	2,720
Retail	Retail	238	Retail	TBD	670
Retail	Retail	239	Retail	TBD	679
Retail	Retail	241	Retail	TBD	1,995
Retail	Retail	243	Retail	TBD	1,806
Retail	Retail	245	Retail	TBD	1,861
Retail	Retail	247	Retail	TBD	2,803
Retail	Retail	249	Retail	TBD	1,225
Retail	Retail	251	Retail	TBD	1,509
Retail	Retail	253	Retail	TBD	1,790
Retail	Retail	255	Retail	TBD	1,884
Retail	Retail	257	Retail	TBD	1,822
Retail	Retail	258	Retail	TBD	1,778
Retail	Retail	259	Retail	TBD	1,556
Retail	Retail	260	Retail	TBD	1,306
Retail	Retail	261	Retail	TBD	1,047
Retail	Retail	262	Retail	TBD	1,043
Retail	Retail	263	Retail	TBD	1,266
Retail	Retail	265	Retail	TBD	1,286
Retail	Retail	267	Retail	TBD	1,120
Retail	Retail	268	Retail	TBD	1,336
Anchor	Retail	A1	Retail	TBD	14,661
Anchor	Retail	A3	Retail	TBD	27,795
Total SFG					290,373

6.9. Closeout Documents

Not expected at this time.

6.10. LEED Status

The Developer previously provided the following as a summary update concerning the status of the LEED qualification costs and the sales tax benefit:

- Executed LEED Deferral Certificate Log;
- LEED Credit checklist; and
- LEED Scorecard & Action Plan.

The aforementioned outlined: potential credit, requirements for compliance, action plan, assigned responsibility and estimated premium costs.

During this PC, the Developer provided the following (Exhibit "W"):

- LEED credit checklist dated December 31, 2008.

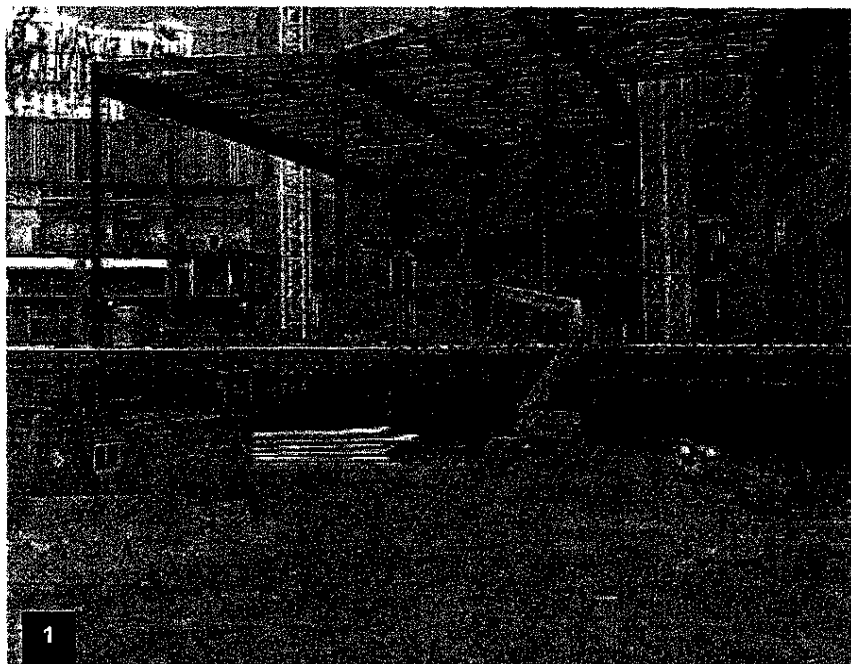
Based upon this documentation, it appears that the project is on track to obtain a Silver certification. The governmental approval process is 4-6 weeks after final submission, with certification expected by March 2010.

7. SALIENT FACTS SCHEDULE

Project Location:	Las Vegas Boulevard, Las Vegas, Nevada
Project Type:	Fontainebleau Resorts Hotel Casino
Project Size:	8,749,063 SFG
Construction Delivery Method:	Cost-of-the-Work Plus a Fee
Developer:	Fontainebleau Las Vegas, LLC. 2827 Paradise Road Las Vegas, Nevada 89109 Mr. Deven Kumar, VP of Development Finance (702) 495-8055 (tel) (702) 495-8403 (fax) dkumar@fbresorts.com
BofA Contact:	Bank of America 901 Main Street, 64 th Floor Dallas, Texas 75202 Mr. Brandon Bolio (214) 209-3795 (tel) (214) 209-0085 (fax) brandon.bolio@bankofamerica.com
LBH Contact:	Lehman Brothers Holdings, Inc 399 Park Avenue New York, New York 10022 Josh Freedman (212) 526-7000 (tel) (212) 713-1278 (fax) josh.freedman@lehman.com
General Contractor:	Turnberry West Construction, Inc 6725 Via Austi Parkway, Suite 380 Las Vegas, Nevada 89119 Roger McElfresh, President (702) 495-8005 (tel) (702) 495-7110 (fax) RMcelfresh@turnberryltd.com
Architect:	Bergman, Walls & Associates. 2965 S. Jones Boulevard Suite C Las Vegas, Nevada 89146 Scott Walls (702) 940-0000 (tel) (702) 940-0001 (fax) swalls@bwaltd.com

8. DISBURSEMENT AGREEMENT TERMS

Agreements:	Executed subcontractor agreement requirements: 60% execution by April 30, 2007; 75% execution by June 30, 2007; 85% execution by October 25, 2007 and 95% after exhaustion of the second mortgage proceeds account.
Contingency:	\$111,039,860; usage to be approved by BofA.
Retainage:	10% retainage will be held per trade contractor until 50% completion, and then the Project Entities may terminate the requirement of further retainage to the extent that the cumulative retainage is equal to 5% of the contract value (as adjusted by change orders, if any).
Bonding:	Payment and Performance Bonds are required from major subcontractors with a value over \$25,000,000, unless specifically waived.
Reallocations:	To be approved by BofA.
Stored Materials:	Funding for stored materials is permitted with an on-site limit of \$25,000,000, an off-site limit of \$50,000,000, increased to \$75,000,000 at the October 2, 2007 draw request meeting for PSR 6 which may further be waived at the discretion of the disbursement agent and a deposit limit of \$50,000,000. Funding for retail stored materials is permitted with an on-site limit of \$4,000,000, an off-site limit of \$4,000,000 and a deposit limit of \$4,000,000. Evidence of insurance, an invoice, a bill-of-sale, and consultant or 3 rd party verification is required for funding.



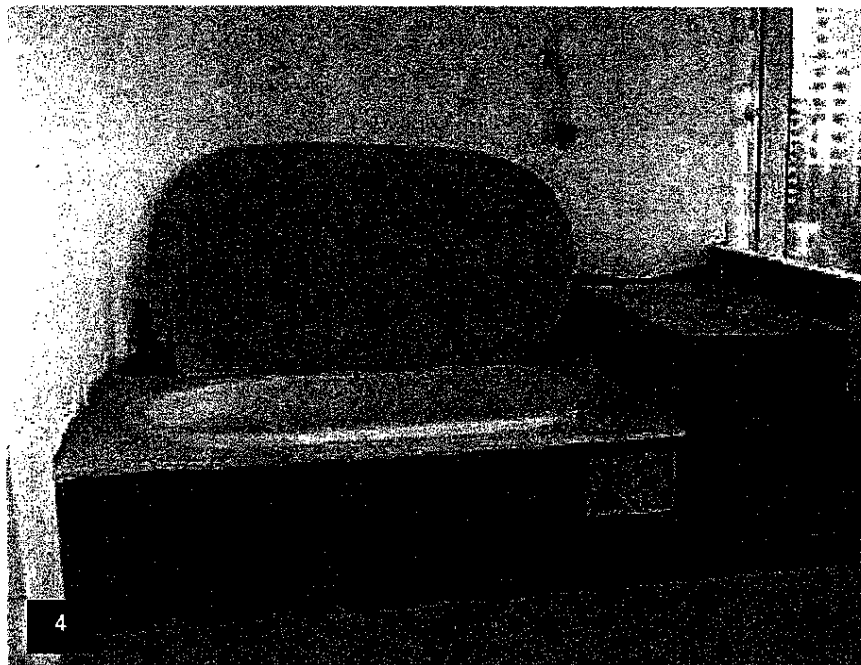
View looking east of the structural steel framing in process for the main lobby.



View of the Podium structural steel framing along Las Vegas Boulevard with the last truss scheduled for installation the second week in February.

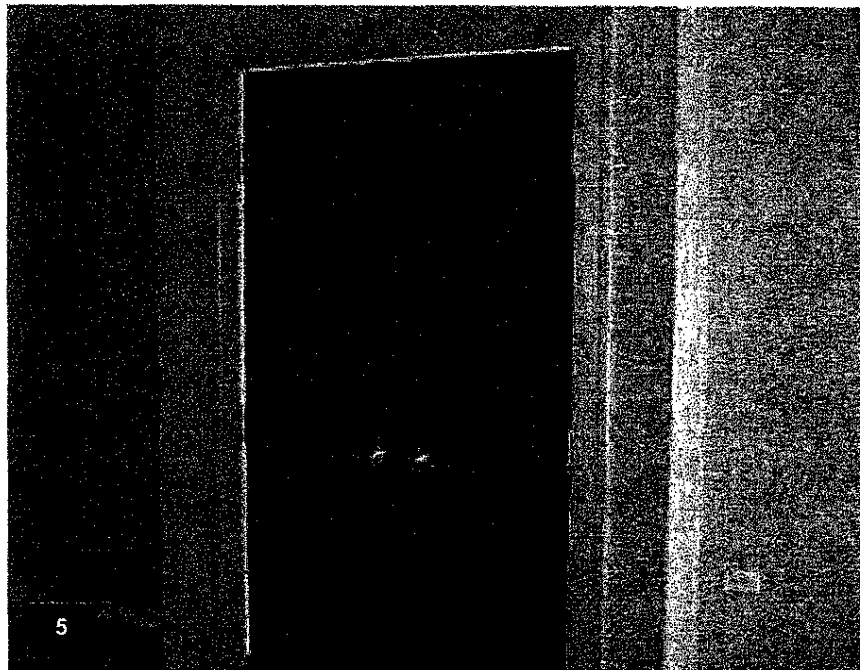


View of the west elevation of the Garage/Convention Center with the metal stud framing and insulation of the façade in process.

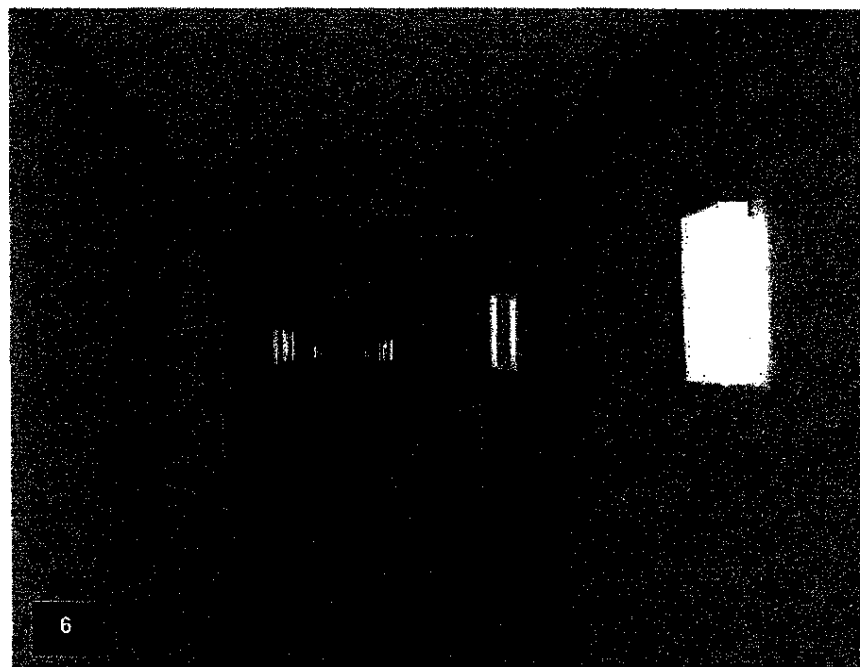


Tower Level T1 – View of a typical bathroom suite with the tub set and the tile in process.

Fontainebleau Las Vegas
February 1, 2009

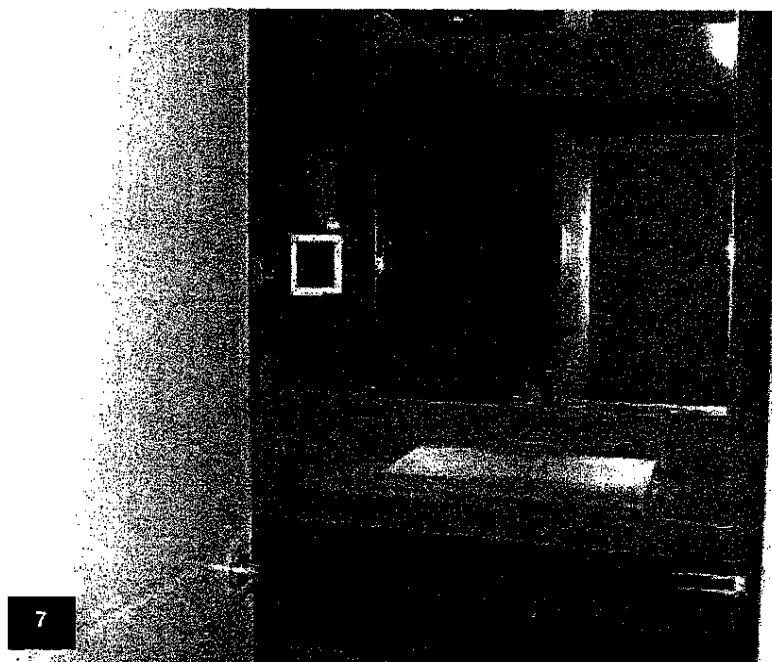


Tower Level T2 – View of a typical guestroom with installation of the closet doors complete.

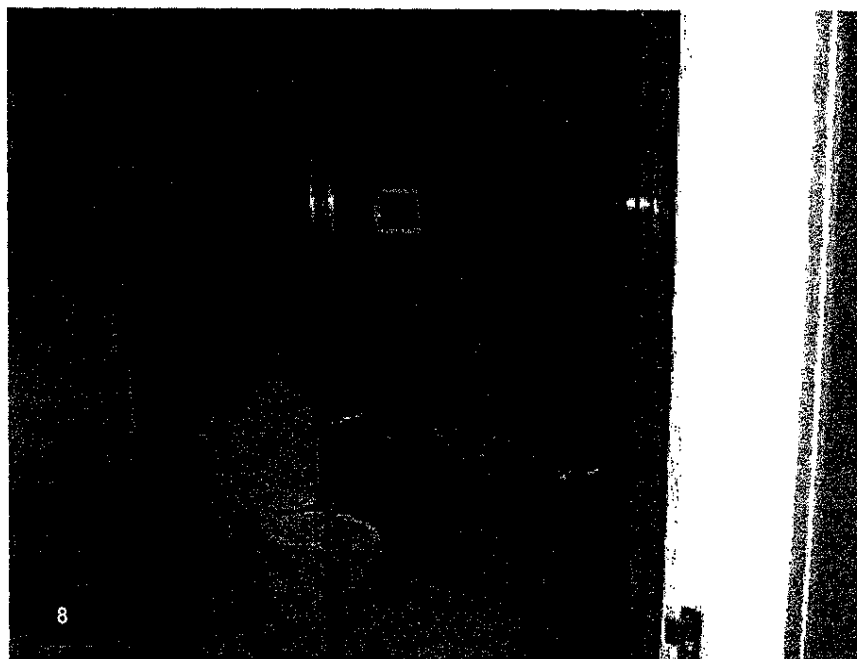


Tower Level T2 – View of the completed corridor including; carpeting, wall sconces, ceiling light fixtures and wall covering.

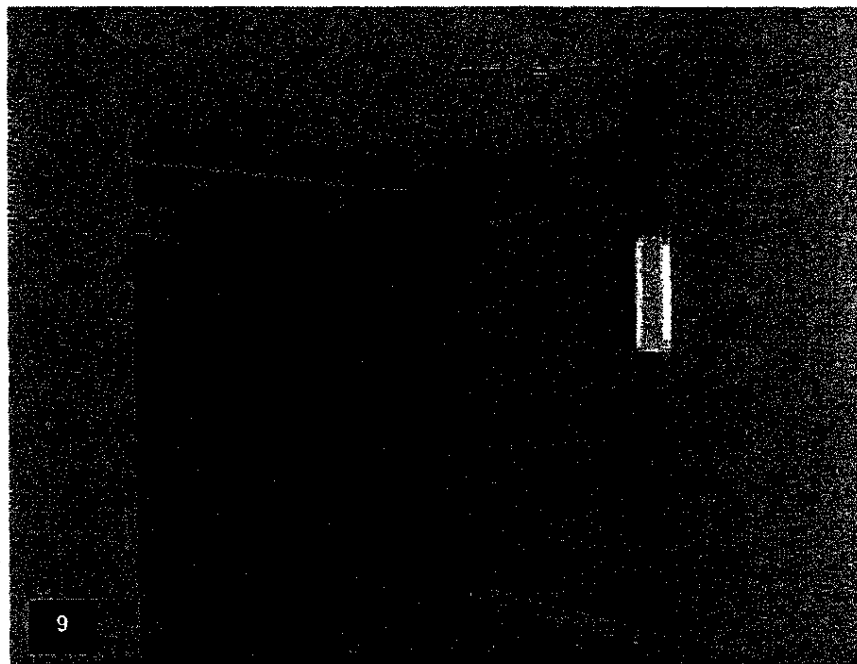
Fontainebleau Las Vegas
February 1, 2009



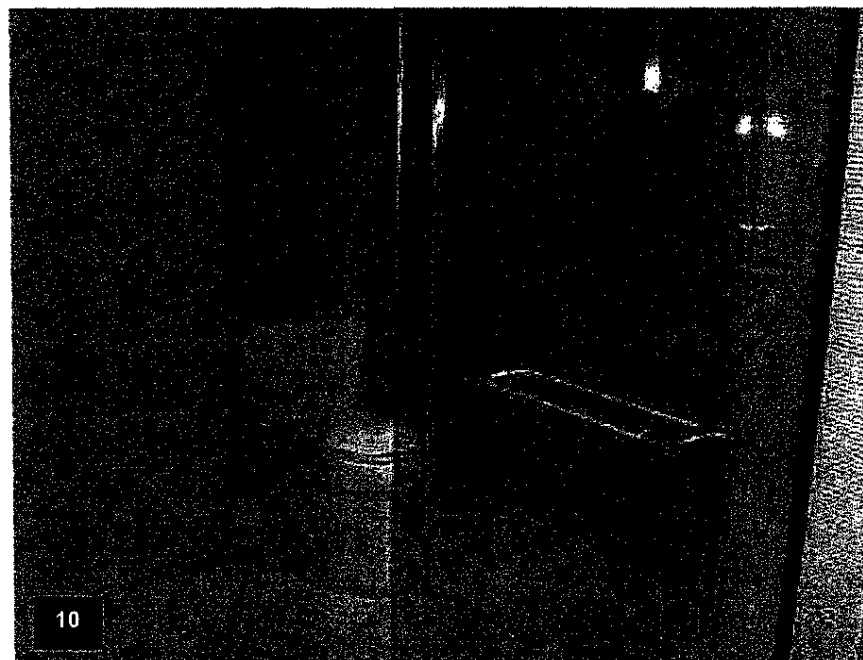
Tower Level T2 – View of a typical guestroom bathroom completed including; vanity top, sink, mirrors, valance and faucet.



Tower Level T2 – View of a typical guestroom bathroom completed including; toilet, glass shower enclosure and accessories.



Tower Level T2 – View of a typical condominium entrance completed including doorbell, valance, finishes and hardware.



Tower Level T2 – View of a typical condominium bathroom completed including; toilet, glass shower enclosure and accessories.

Fontainebleau Las Vegas
February 1, 2009



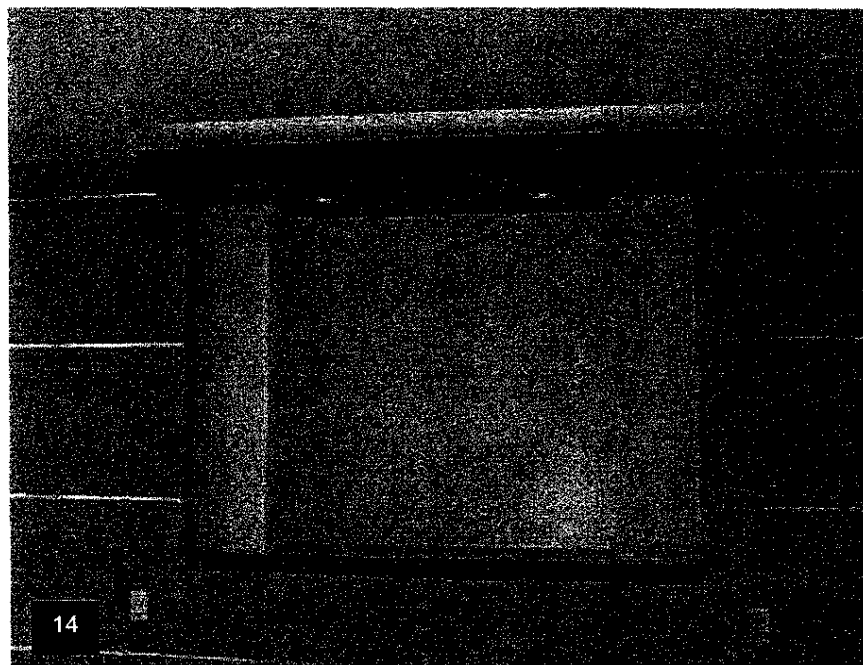
Tower Level T2 – View of a typical condominium bathroom completed including: vanity top, sink, mirrors, valance and faucet.



Tower Level T2 – View of a completed typical condominium kitchen completed including: stone countertops, breakfast bar, sink and faucet.

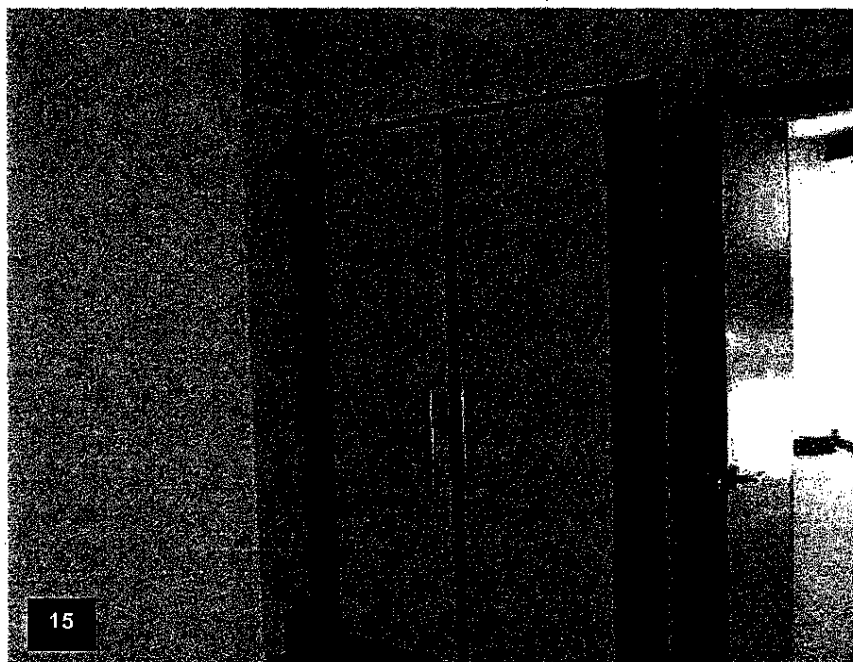


Tower Level T2 – View of a completed typical condominium kitchen completed excluding the cooktop and oven.

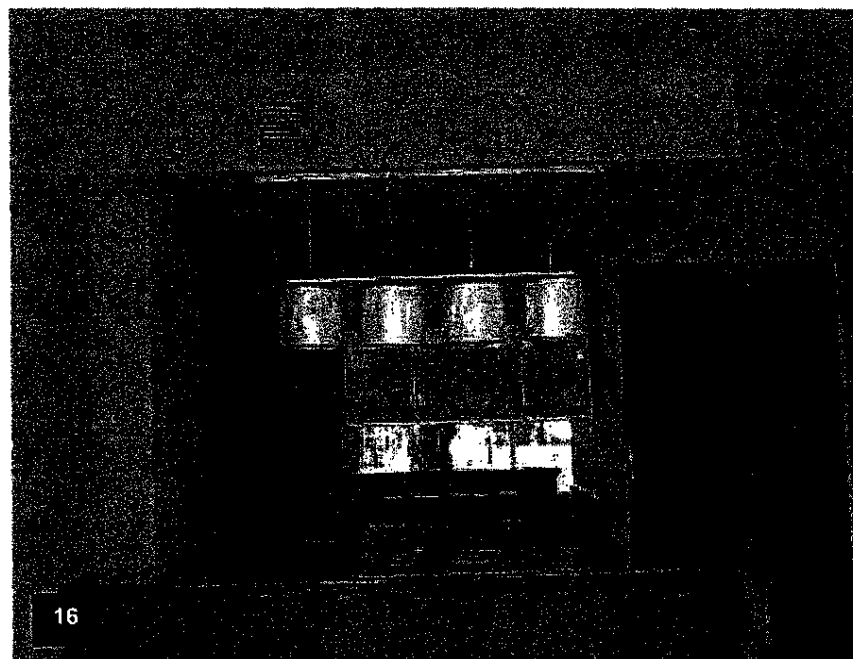


Tower Level T2 – View of a typical condominium bedroom completed with the recessed area illuminated.

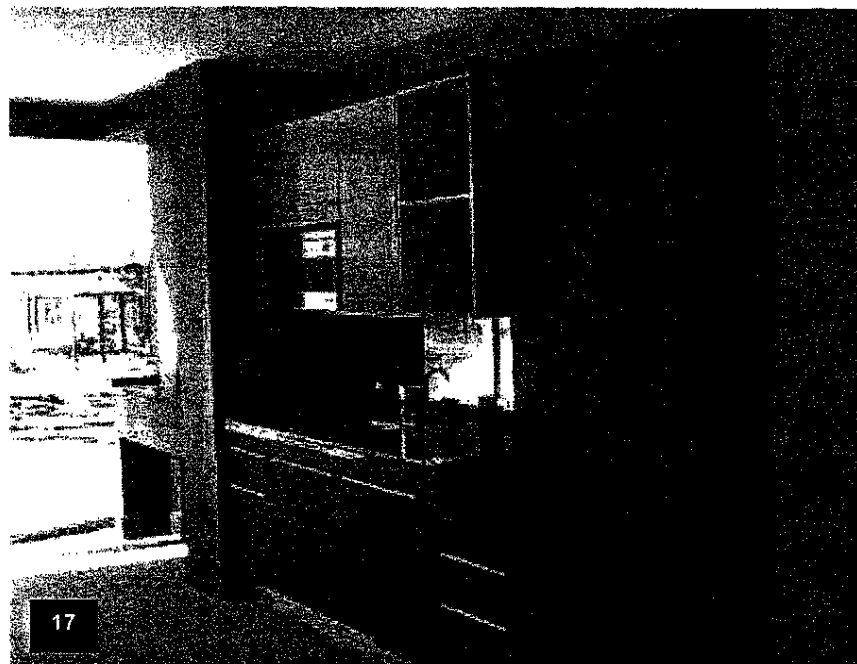
Fontainebleau Las Vegas
February 1, 2009



Tower Level T2 – View of a typical condominium entrance area with the closet installation completed.



Tower Level T2 – View of the completed kitchen area for a typical one bedroom condominium including the light fixtures over the breakfast bar.

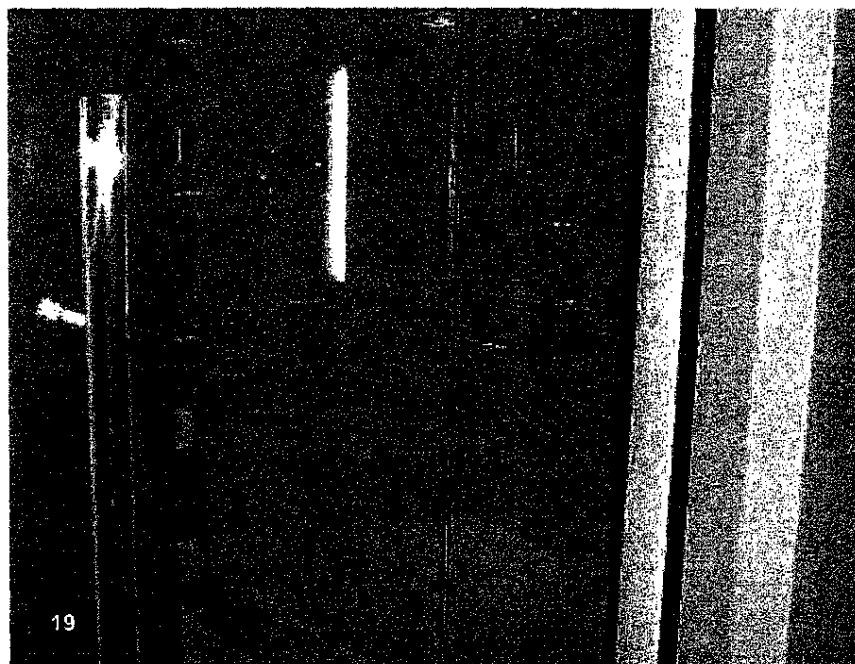


Tower Level T2 – View of a typical kitchen area completed for a studio condominium.

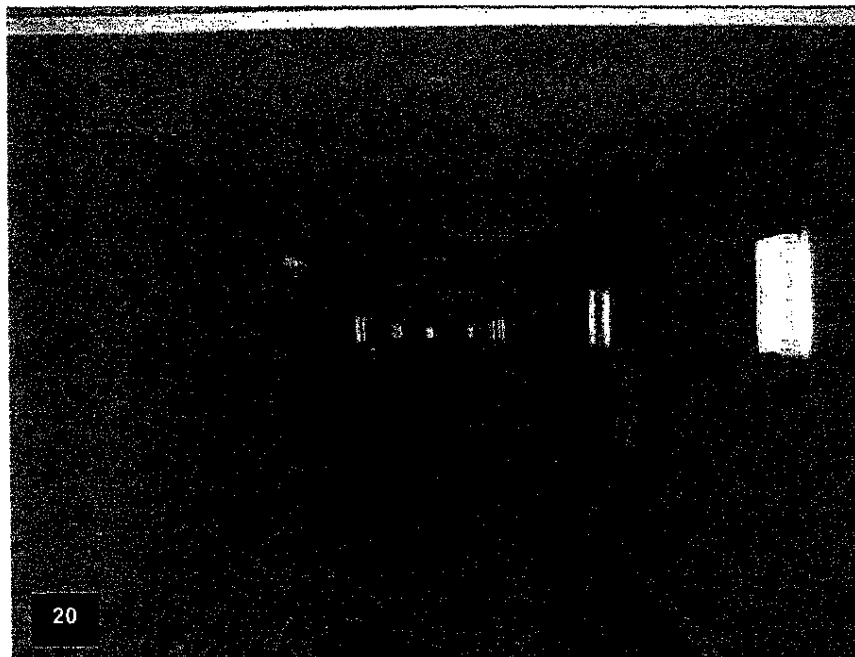


Tower Level T2 – View of a typical studio condominium completed excluding the cover for the fan coil units which will be installed as part of FF&E.

Fontainebleau Las Vegas
February 1, 2009



Tower Level T2 – View of a typical studio condominium bathroom completed.

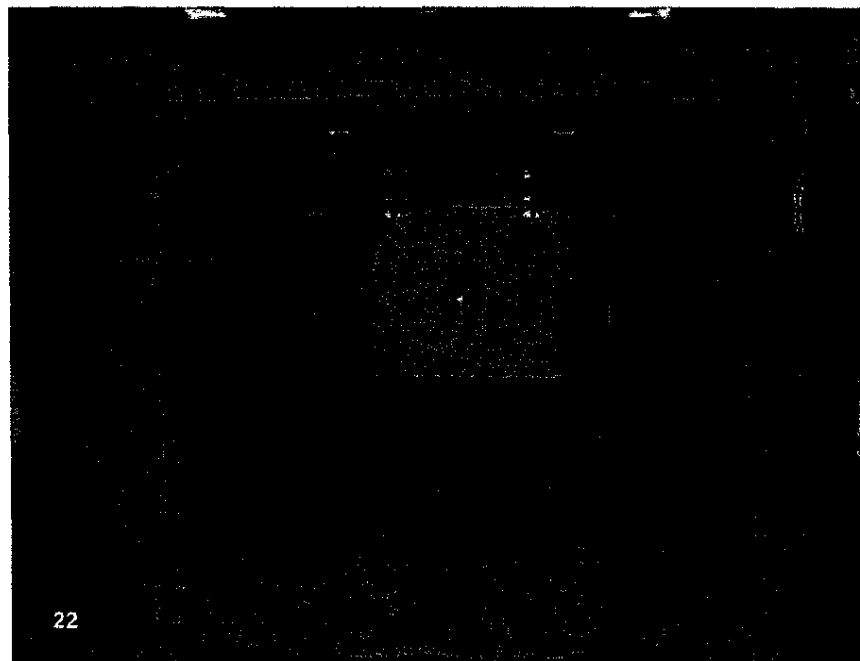


Tower Level T3 – View of the completed corridor including; carpeting, wall sconces, ceiling light fixtures and wall covering.

Fontainebleau Las Vegas
February 1, 2009

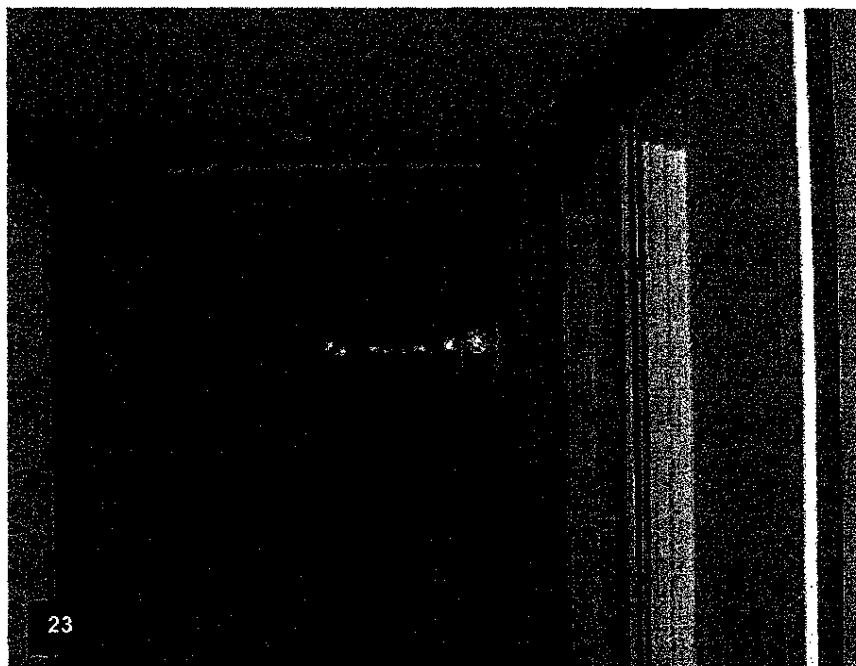


Tower Level T2 – View of the elevator lobby fan coil unit completed.

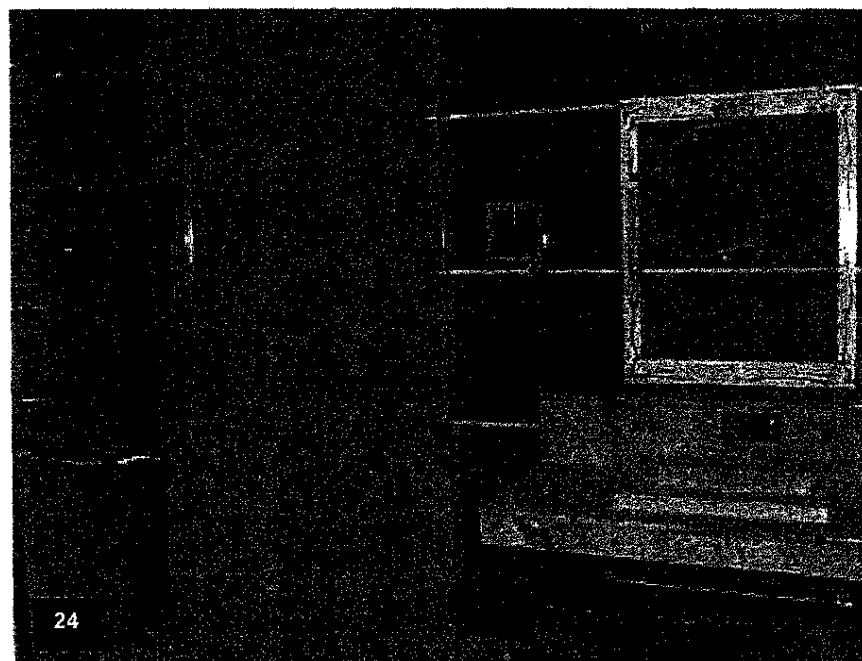


Tower Level T2 – View of the completed elevator lobby including; carpeting, light fixtures, wood paneling and wallcovering.

Fontainebleau Las Vegas
February 1, 2009



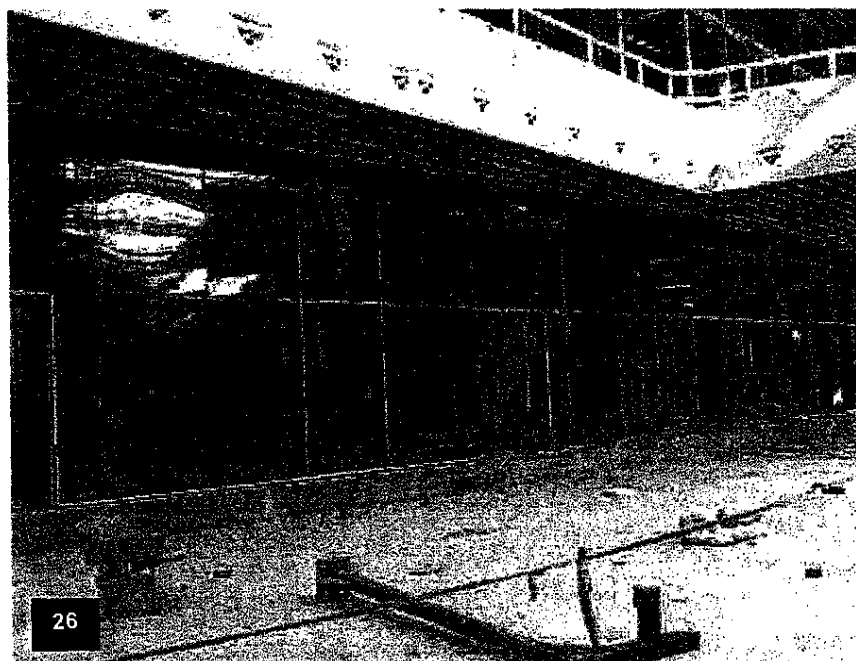
Tower Level T3 – View of the corridor excluding carpeting and light fixtures which will be typical until installation of all FF&E.



Tower Level T4 – View of a typical bathroom with completion in process.

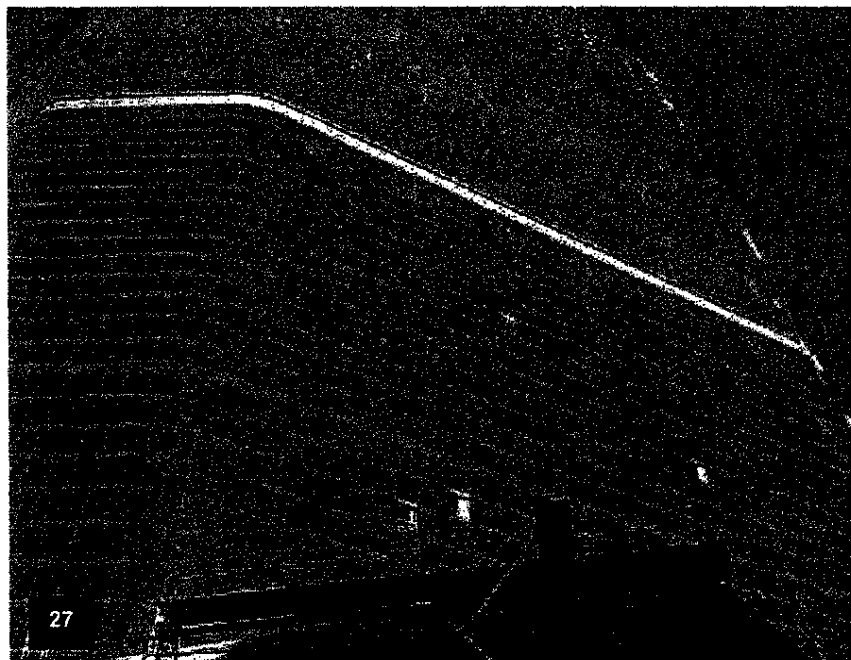


Tower Level T4 – View of a completed coffered ceiling in a typical end suite.

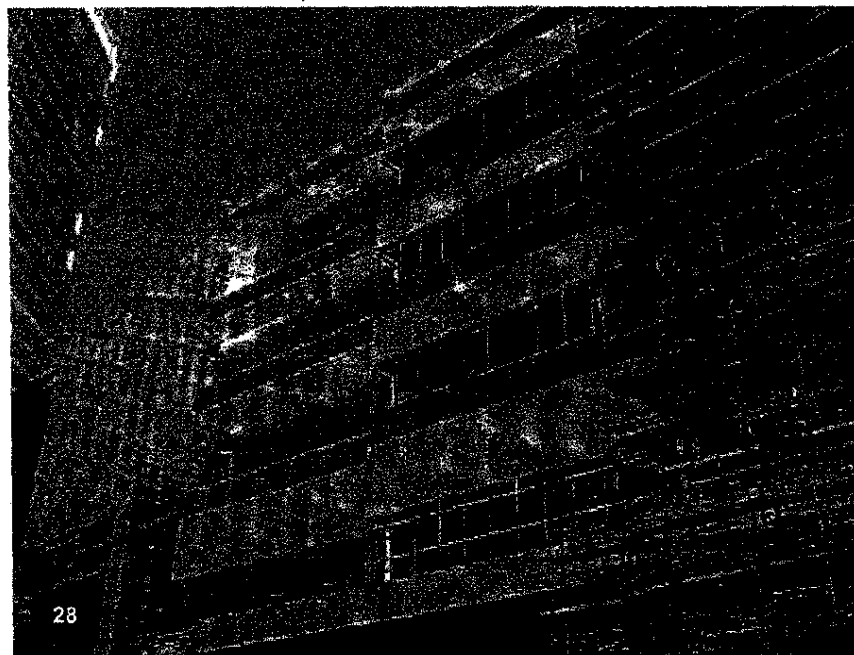


View of the west elevation of the meeting room glass façade facing the hospitality gardens.

Fontainebleau Las Vegas
February 1, 2009



View of the south elevation of the Tower, visible is the louver band at tower level T31.



View of the west elevation of the meeting room façade with the EFIS and glazing in process.

Fontainebleau Las Vegas
February 1, 2009

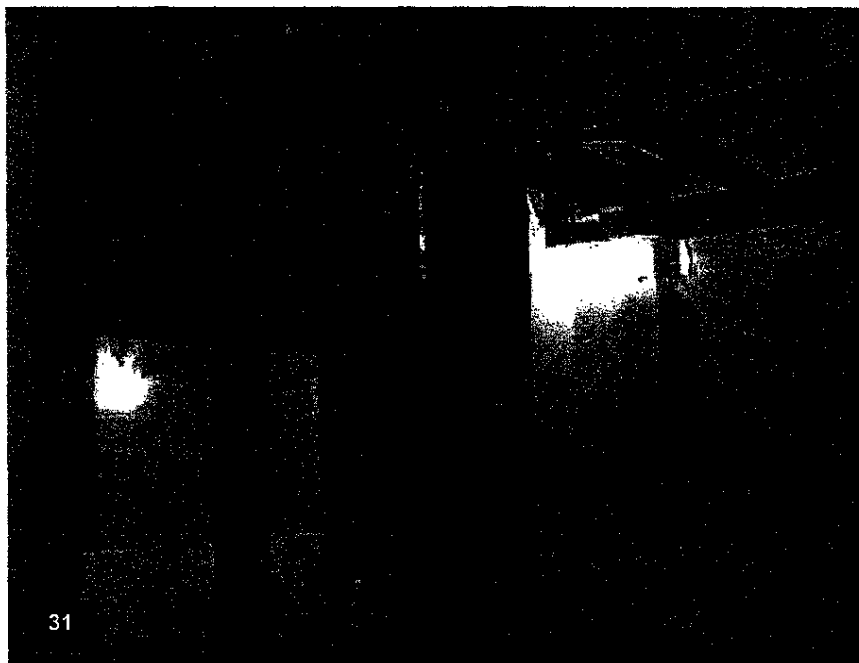


Garage/Convention Center - View of the corridor outside the Ballroom with the door frames and MEP in process.



Garage/Convention Center – View of the in process MEP for the Ballroom.

Fontainebleau Las Vegas
February 1, 2009

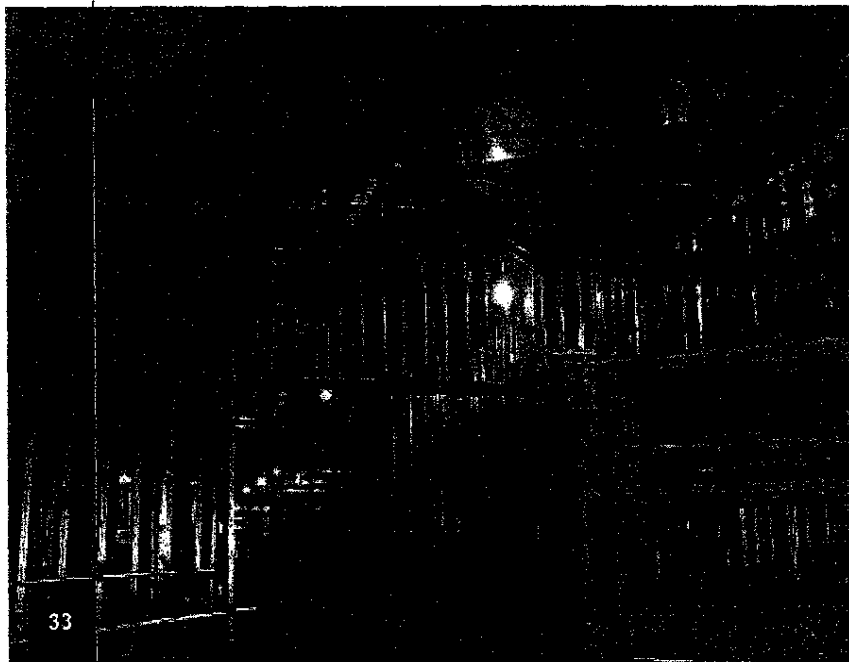


Garage/Convention Center – View of the installed operable partitions in the meeting rooms with the ceiling and MEP in process.

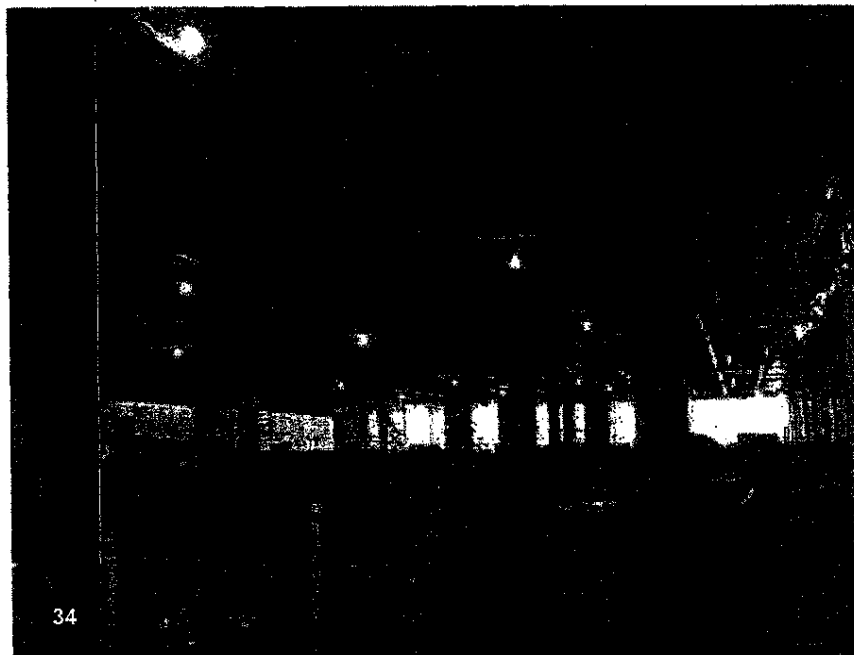


Garage/Convention Center – View of the MEP in process in the Ballroom.

Fontainebleau Las Vegas
February 1, 2009



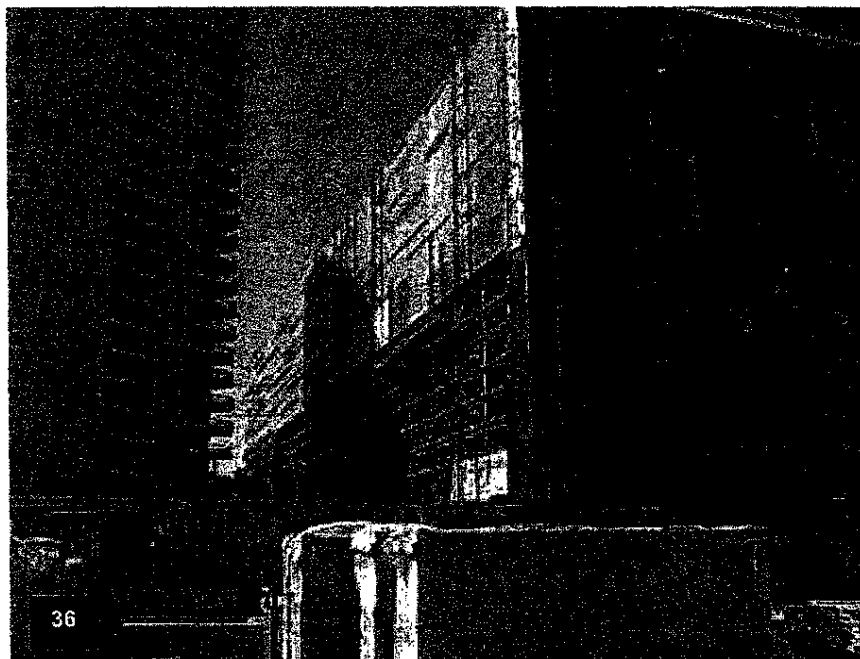
Podium Casino Level – View of the corridor adjacent to the Front Desk Support and the Coffee & Chocolate Boutique.



Podium Casino Level – View of the casino floor looking west.



Podium Casino Level – View of the casino floor looking west in the gaming area.

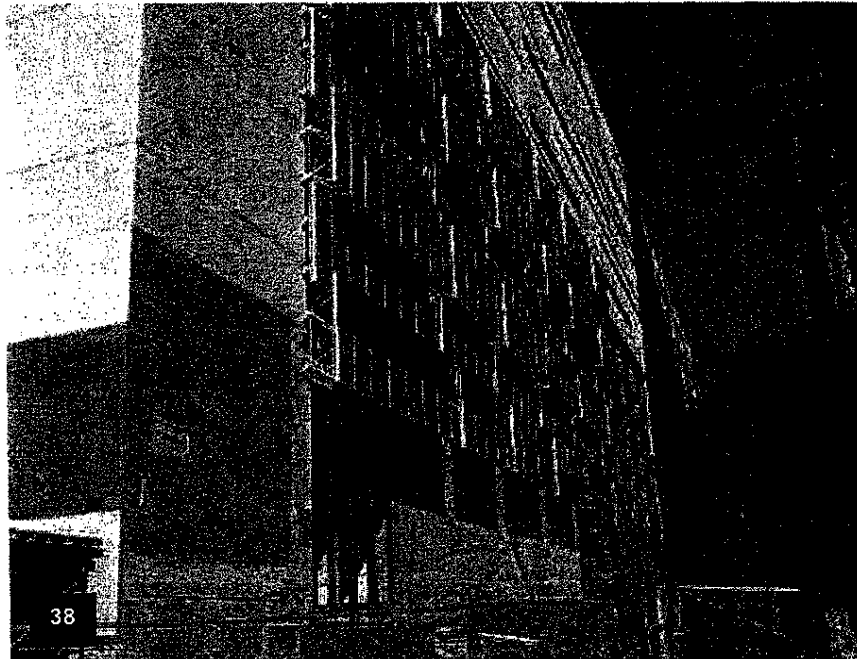


Garage/Convention Center – View of the northeast corner of the in process facade screening for the lower levels facing the residential towers and the completed EFIS facade facing the residential towers.

Fontainebleau Las Vegas
February 1, 2009



Garage/Convention Center – View of the southeast corner of the in process façade screening for the lower levels facing the residential towers and the completed EFIS façade facing the residential towers.



Garage/Convention Center – View of the east elevation of the in process façade screening for the lower levels facing the residential towers.

Exhibit 3



**CONSTRUCTION CONSULTING &
PROJECT MANAGEMENT**

**INSPECTION & VALUATION
INTERNATIONAL, INC.**

106 Corporate Park Drive, Suite 417
White Plains, New York 10604
(914) 694-1900 (tel)
(914) 694-4007 (fax)
www.ivi-intl.com

March 5, 2009

Mr. Deven Kumar
VP of Development Finance
Fontainebleau Las Vegas, LLC.
2827 Paradise Road
Las Vegas, Nevada 89109
(702) 495-8055 (tel)
(702) 495-8403 (fax)
dkumar@fbresorts.com

Re: Fontainebleau Las Vegas
Las Vegas, Nevada
IVI Project No. V61210964

Dear Mr. Kumar:

Based upon our visits to the project over the last two months and some of the documents received, we have the following questions I hope that you could answer.

Podium Venues

Last month, IVI received a tentative venue opening schedule with a commitment of a coordinated schedule for discussion during the March draw meeting. According to Paul Bonvicino, this was not available during our meeting earlier this week. We are hoping to see the finalized schedule within a week. At this point in the project schedule, we would expect to have a better understanding of the design and budget approval status for the venues, and which are planned to be ready for the Grand Opening. Please provide this schedule as soon as possible. We are also asking for a summary of any costs in excess of the budget related to the venue completion.

Owner Change Orders and Anticipated Cost Report

Based upon our review of the Turnberry West Construction Requisition for the month of February 2009 (received last week) and the Anticipated Costs for Fontainebleau dated January 2009 (the "ACR"), there appears to be a delay in the execution of Owner Change Orders, which seems to have gotten larger recently.

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Fontainebleau Las Vegas
IVI Project No. V61210964
March 5, 2009
Page 2 of 2

It appears that the ACR's "Anticipated Additional Costs", which were supposed to be a worst case projection of the potential owner change orders, are actually a summary of the projected costs to date with no projection of future needs. This is not what the ACR should be representing. This seems to be the case as just about all of the Anticipated Additional Costs ($\pm\$60,800,000$) have now been included in TWC's latest requisition as a credit entry labeled "TW Construction – Commitments Against POCs". It seems that TWC has already committed all of the Anticipated Additional Costs into their project as subcontractor change orders and Fontainebleau Las Vegas, LLC ("FBLV") has not signed the Owner Change Orders. This gives the indication that the project contingency is higher than it actually is.

This leads us to believe that FBLV and TWC are not on the same page with respect to the Owner Change Orders, which needs to be resolved, and that the entire picture regarding additional pending costs are not being fully shown. At this point in the project, it is hard to believe that there are no additional costs or claims out there. The ACR is designed to show the pending costs to the project and if all shown are already in TWC's requisitions as credits, which balances the contract amounts against the project budget, there must be items missing.

We would like to see a submission of the future potential claims being made by the subcontractors against TWC and any budget overruns related to the un-bought work. Please update the ACR to show the potential exposures to FBLV and a better indication of the current contingency.

LEED

We continue to be concerned about the ability to achieve the required LEED credits for the project. Based upon TWC's latest requisitions, it appears that there is still a $\pm\$33,000,000$ balance to be achieved. At approximately 75% complete, we would expect to have seen a larger amount committed. We understand that a detailed audit is currently in process; however, we ask that this be expedited to understand the extent of the projected shortfall.

We would like to have the requested documents before the submission of the next draw request.

Please call me at (914) 313-5113 or email me at robert.barone@ivi-intl.com if you have any questions.

Sincerely,

INSPECTION & VALUATION INTERNATIONAL, INC.



Robert W. Barone
Senior Vice President

RWB/bdi

Cc: Paul Bonvicino – IVI, Brandon Bolio – Bank of America

Exhibit 4



**CONSTRUCTION CONSULTING &
PROJECT MANAGEMENT**

**INSPECTION & VALUATION
INTERNATIONAL, INC.**

106 Corporate Park Drive, Suite 417
White Plains, New York 10604
(914) 694-1900 (tel)
(914) 694-4007 (fax)
www.ivi-intl.com

April 8, 2009

Mr. Deven Kumar
VP of Development Finance
Fontainebleau Las Vegas, LLC.
2827 Paradise Road
Las Vegas, Nevada 89109
(702) 495-8055 (tel)
(702) 495-8403 (fax)
dkumar@fontainebleau.com

Sent by email

Re: Fontainebleau Las Vegas
Las Vegas, Nevada
IVI Project No. V61210964

Dear Mr. Kumar:

As a follow up to our project visit and meetings of April 1-3, 2009, and to consolidate our two emails of yesterday, we have the following questions.

- What is Fontainebleau's position concerning release of retainage on the subcontractors proposed by TWC? We do not believe the loan document allows the release, nor do we support the complete release of retainage prior to completion of the subcontractor's work and the proper close-out of the subcontract. The close-out process would follow the checklist provided by TWC last week.
- What subcontracts are currently in re-negotiation as a cost savings measure; if any? What are the anticipated savings per contract and cumulative savings? We were under the impression that savings were imminent.
- Please confirm that the Anticipated Final Cost of \$2,101,178,979 carried last month and this month on the ACR Summary is still all inclusive and no additional costs are anticipated for the duration of the project. We still have concerns that not all of the subcontractor claims are being carried within the submitted ACR.
- What is the status of determining the build-out limits on the Retail Level?

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Fontainebleau Las Vegas
IVI Project No. V61210964
April 8, 2009
Page 2 of 2

- What Scheduled Opening Date will you be putting in Section 19 of Advance Request No. 4-25-2009?
- Would you please send a copy of the executed KPMG LEED audit contract, and has KPMG provided an outside anticipated completion date or range of anticipated credits yet?
- Would you please provide a list of executed retail leases? Also, do you have a Tenant Commitment Schedule, which would include tenants, areas leased, landlord construction requirements and costs and tenant allowances.
- Have you confirmed that the MEP work for the Bars, Lounges and the Owned and Operated Restaurants are in the base trade agreements? These are not shown in the detailed breakdowns of TWC's Podium requisition.
- Have you seen the Tracy & Ryder settlement agreement and final lien waiver to approve full payment? Can we get a copy?
- How will you be handling the requests within the TWC requisition for work on the retail spaces that were to be paid from the Lehman loan? We also have to deal with the small amount put through last month. Should TWC prepare a separate requisition for these spaces to make it easier to track the costs?

We would like to have the questions resolved and requested documents before the submission of the next draw request.

Please call me at (914) 313-5113 or email me at robert.barone@ivi-intl.com if you have any questions.

Sincerely,

INSPECTION & VALUATION INTERNATIONAL, INC.



Robert W. Barone
Senior Vice President

RWB/bdi

Cc: Paul Bonvicino – IVI, Brandon Bolio – Bank of America

Exhibit 5

**Fontainebleau Resorts, Las Vegas
Turnberry West Construction, Inc.
Anticipated Costs as of April 14, 2009**

For Discussion Purposes Only

**DRAFT
Preliminary Analysis
Subject to Change**

	1	2	= 1 + 2	3A	X = 1+2+3A	=X-(1+2)
Project	Original Budget April 07	Approved Owner Change Orders as of April 09	Current Budget April 2009	POC's	April 2009 ACR	Anticipated Additional Costs over Budget
Podium	\$ 609,115,666	\$ 116,884,443	\$ 726,000,109	\$ 106,249,715	\$ 832,249,823	\$ 106,249,715
Garage/Convention+	\$ 379,895,718	\$ 90,982,033	\$ 470,877,751	\$ 3,909,067	\$ 474,786,818	\$ 3,909,067
Garage Collapse Claim	\$ -	\$ 5,060,279	\$ 5,060,279	\$ (1,519,717)	\$ 3,540,562	\$ (1,519,717)
Tower	\$ 653,718,930	\$ 62,186,925	\$ 715,905,855	\$ 31,391,599	\$ 747,297,454	\$ 31,391,599
N. Podium	\$ -	\$ 17,472,684	\$ 17,472,684	\$ 16,541,161	\$ 34,013,845	\$ 16,541,161
Site	\$ 54,269,686	\$ (35,922,736)	\$ 18,346,950	\$ 8,856,854	\$ 27,203,804	\$ 8,856,854
General Conditions	\$ 93,634,074	\$ 15,292,504	\$ 108,926,578	\$ 23,983,352	\$ 132,909,931	\$ 23,983,352
Subtotal	\$ 1,790,634,074	\$ 271,956,133	\$ 2,062,590,207	\$ 189,412,030	\$ 2,252,002,237	\$ 189,412,030
TWC Contingency	\$ 111,039,860	\$ (111,039,860)	\$ -	\$ -	\$ -	\$ -
*LEED Cost	\$ 22,000,000	\$ (12,584,870)	\$ 9,415,130	\$ (2,479,055)	\$ 6,936,076	\$ (2,479,055)
**LEED Benefit	\$ (59,000,000)	\$ 59,000,000	\$ -	\$ -	\$ -	\$ -
***OCIP (in Projects)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Other	\$ 74,039,860	\$ (64,624,730)	\$ 9,415,130	\$ (2,479,055)	\$ 6,936,076	\$ (2,479,055)
Subtotal	\$ 1,864,673,934	\$ 207,331,403	\$ 2,072,005,337	\$ 186,932,975	\$ 2,258,938,312	\$ 186,932,975
Owner Added Funding						
Owner Equity	\$ 190,265,022	\$ (190,265,022)	\$ -	\$ -	\$ -	\$ -
Garage Claim	\$ 5,060,279.32	\$ (5,060,279)	\$ -	\$ -	\$ -	\$ -
Total w/Added Funding	\$ -	\$ 12,006,102	\$ 2,072,005,337	\$ 186,932,975	\$ 2,258,938,312	\$ 186,932,975

Exhibit 6

Cost-to-Complete Review

**Fontainebleau Las Vegas
8,749,063 SFG Hotel & Casino
Las Vegas, Nevada**



Prepared for

**Bank of America N.A.
Dallas, Texas**

**May 15, 2009
IVI Project No. V61210964**



Inspection & Valuation International, Inc.



**CONSTRUCTION CONSULTING &
PROJECT MANAGEMENT**

**INSPECTION & VALUATION
INTERNATIONAL, INC.**

106 Corporate Park Drive, Suite 417
White Plains, New York 10604
(914) 694-1900 (tel)
(914) 694-4007 (fax)
www.ivi-intl.com

May 15, 2009

Mr. Henry Yu
Bank of America, N.A.
Gaming & Leisure Industry
901 Main Street, 64th Floor
Dallas, Texas 75202
henry.yu@@bankofamerica.com

Delivered by Email

Re: Cost to Complete Review
Fontainebleau Las Vegas LLC
Fontainebleau Las Vegas
Las Vegas, Nevada
IVI Project No. V61210964

Dear Mr. Yu:

As requested, attached is our Cost-to-Complete Report covering the Construction Costs for the above referenced project.

If you have any questions, call me on my direct line at (914) 313-5113.

Sincerely,

INSPECTION & VALUATION INTERNATIONAL, INC.

A handwritten signature in black ink, appearing to be 'RWB', written over a horizontal line.

Robert W. Barone, LEED AP
Senior Vice President

Reviewed by: Robert J.M. Occhiogrossi, LEED AP
Vice President

RWB/bdi
Enclosures

I:\003 project files\003.3 project management oversight (pmo)\2006\61210964-fontainebleau las vegas\19. cost to complete\ivi fb las vegas ccr report.doc

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Contractor's Application for Payment Nos. 28 and 29	E
Contractor's Shell Completion Estimate	F

1. SUMMARY

IVI has been asked to complete this assignment as an Attorney Client Privileged matter. We have reviewed the documents described in Section 6.2 and our conclusions are as follows.

1.1. Cost-to-Complete

On May 4, 2009, the Developer presented a revised project budget which they have labeled as "Enhanced" that totals \$3,521,990,142. The Enhanced budget represents a \$375,000,000 increase over the previous project budget of \$3,146,990,142 as shown in the table below.

Description	Current Budget (4/30/09)	Enhanced Budget	Proposed Increase
Contractor's Cost	\$2,072,004,793	\$2,372,134,232	\$300,129,439
Unallocated Contingency	\$37,994,445	\$75,000,000	\$37,005,555
Insurance	\$40,000,000	\$40,000,000	\$0
Subtotal Construction Costs	\$2,149,999,238	\$2,487,134,232	\$337,134,994
Rooms FF&E	\$73,784,267	\$73,784,267	\$0
Hotel and F&B Operating Equipment	\$49,081,957	\$49,081,957	\$0
Kitchen Equipment	\$22,299,240	\$22,299,240	\$0
Exterior Signage	\$26,532,720	\$26,532,720	\$0
Common Area FF&E	\$28,665,812	\$28,665,812	\$0
Subtotal Costed FF&E	\$200,363,996	\$200,363,996	\$0
Gaming FF&E	\$40,871,099	\$40,871,099	\$0
Entertainment	\$12,283,731	\$12,283,731	\$0
A&G and Facilities and IT	\$71,920,596	\$71,920,596	\$0
Subtotal Other FF&E	\$125,075,426	\$125,075,426	\$0
Pre-Opening/Working Capital	\$75,846,579	\$103,847,306	\$28,000,727
Fees/Permits/Taxes/Other	\$160,838,077	\$170,702,356	\$9,864,279
Debt Service	\$354,126,033	\$354,126,033	\$0
Condominium-Hotel Selling Expenses	\$20,000,000	\$20,000,000	\$0
Fees and Expenses	\$60,740,793	\$60,740,793	\$0
Subtotal Other FF&E	\$671,551,482	\$709,416,488	\$37,865,006
Totals	\$3,146,990,142	\$3,521,990,142	\$375,000,000

IVI's scope of review for this assignment has been limited to the proposed \$2,487,134,232 Construction Cost budget and we have not obtained documentation or analyzed any other components of the budget.

Based on this review, IVI finds the Contractor's Anticipated Cost Report to be complete in its presentation and sufficient in detail; however, shortfalls in the Contractor's general conditions, anticipated subcontractor credits and LEED Sales Tax Credits are expected to erode the Developer's Unallocated Contingency budget of \$75,000,000 to insufficient levels. Additionally, more changes and design refinements can be expected related to the Podium where the largest Pending Owner Changes are currently shown.

As such, we recommend that the Developer's Unallocated Contingency be increased by \$54,403,800 for a recommended Construction Cost budget of \$2,541,538,032. This recommendation is in lieu of the \$2,487,134,232 Enhanced budget proposed by the Developer as further clarified in Section 6.10.

To date, we understand that a total of \$2,100,227,333 has been funded for project costs through the Developer's Draw Request 24. Comparing the amounts funded against IVI's recommended Construction Cost budget and the Developer's proposed budgets for the balance of the work, the balance to complete works out to \$1,476,167,609 as shown in the following table.

Fontainebleau Las Vegas
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Cost-to-Complete Review

Description	Recommended Budget	Amount Funded to Date	Balance to Complete
Contractor's Cost	\$2,372,134,232	\$1,460,836,221	\$911,298,011
Unallocated Contingency	\$129,404,800	\$0	\$129,404,800
Insurance	\$40,000,000	\$25,195,457	\$14,804,543
Subtotal Construction Costs	\$2,541,539,032	\$1,486,031,678	\$1,055,507,354
Rooms FF&E	\$73,784,267	\$45,856,452	\$27,927,815
Hotel and F&B Operating Equipment	\$49,081,957	\$8,787,747	\$40,314,210
Kitchen Equipment	\$22,299,240	\$541,714	\$21,757,526
Exterior Signage	\$26,532,720	\$11,067,355	\$15,465,365
Common Area FF&E	\$28,665,812	\$20,961,295	\$7,704,517
Subtotal Costed FF&E	\$200,363,996	\$87,194,563	\$113,169,433
Gaming FF&E	\$40,871,099	\$1,077,415	\$39,793,684
Entertainment	\$12,283,731	\$0	\$12,283,731
A&G and Facilities and IT	\$71,920,596	\$17,791,501	\$54,129,095
Subtotal Other FF&E	\$125,075,426	\$18,868,916	\$106,206,510
Pre-Opening/Working Capital	\$103,847,306	\$45,496,303	\$58,351,003
Fees/Permits/Taxes/Other	\$170,702,356	\$150,787,479	\$19,914,877
Debt Service	\$354,126,033	\$234,443,960	\$119,682,073
Condominium-Hotel Selling Expenses	\$20,000,000	\$17,858,563	\$2,141,437
Fees and Expenses	\$60,740,793	\$59,545,871	\$1,194,922
Subtotal Other FF&E	\$709,416,488	\$508,132,176	\$201,284,312
Totals	\$3,576,394,942	\$2,100,227,333	\$1,476,167,609

It should be noted that the Developer's Enhanced budget does not appear to include funds for the Retail Tenant Allowances or Retail Lease Commissions, which were previously budgeted at \$56,000,000 and \$6,000,000, respectively. We understand that this may have increased to \$100,000,000 for both items and some contingencies; however, we have not received any additional information. This amount would have to be added to the \$3,576,394,942 amount above.

1.2. Construction Schedule

At this time, a new schedule has not been presented for review; however, the Developer had indicated in mid-April that a February 2010 opening was being considered to support the Enhanced budget.

At this point, a Grand Opening date can not be determined due to funding issues and the unknown duration of the suspension of work. However, if the Developer was able to issue a new Notice to Proceed to the Contractor in late May/early June 2009, work should ramp up to pre-suspension levels by early to mid-July. This

would result in a 2-3 month delay from the Developer's February 28, 2010 completion. As such, it is reasonable to use an 11 - 12 month project duration after the full restart of work, which would result in a Grand Opening by June 2010.

This duration would be contingent on the Developer committing to a swift decision and procurement process for the balance of the Project.

1.3. Critical Shell Completion

Based upon our discussions with the Developer and Contractor, it is anticipated that completion of the critical elements of the Project shell would require 3 - 4 months to complete. If work were to begin in June, completion of the critical shell elements would likely be completed in September.

As noted in Section 6.1, it would be beneficial to maintain the operation of the central plant as well as a small management, maintenance and security staff to better maintain the asset in its current condition. Should a complete shut down occur, this would jeopardize major equipment warranties and could present some issues with the Building Department.

The Developer has presented a budget of \$96,843,339 to complete the shell. Based on our review, IVI is recommending a construction budget to complete the critical shell enclosure of \$123,343,340. It is also our understanding that a monthly budget of $\pm 1,000,000$ - \$1,500,000 would be required to maintain and protect the asset.

It is important to note that this does not include any retainage amounts being paid to the subcontractors working on the Project, or any back payments for unpaid work for those other than the subcontractors needed to complete the shell.

There is a possibility that the required subcontractors may seek retainage owed as a condition to completing the critical shell work, which IVI has estimated at \$20,000,000 - \$25,000,000. This is not included in the \$123,343,340 noted above.

2. Project Description & Background

Fontainebleau Las Vegas (the "Project") is a 63-story, 8,749,063 SFG casino resort complete with 2,867-guestrooms and 933 residential unit condominiums, located on "The Strip" in the Historic District of downtown Las Vegas, Nevada. Upon completion, the Project will petition to receive LEED-NC Silver Certification.

The project is comprised of three (3) components: Garage/Convention Center, Podium and Tower. Construction consists of a steel-frame structure for the Garage and Podium components and a concrete superstructure for the Tower component. The Tower exterior is comprised of a blue colored glass curtain wall façade with the Garage and Podium having an eclectic façade of blue colored glass curtain wall and exterior insulation finish system (EIFS).

Amenities include; casino, 2,007 valet parking spaces and 2,745 self parking spaces, 2,200 to 2,500 seat theatre, restaurants and retail shops, nightclubs, meeting rooms, health club, swimming pools, spa, ballroom and convention center.

The Project is being developed by Fontainebleau Las Vegas LLC (the "Developer") and constructed by Turnberry West Construction, Inc., an entity affiliated with the Developer. The Contractor is working under an AIA Document A114-2001, Standard Form of Agreement between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price and associated AIA Document A201-1997, General Conditions of the Contract for Construction.

The Project began in January 2007 with the Grand Opening originally targeted for October 2009. This completion date was revised to November 1, 2009 in March 2009, and will need to be revised again now that work has slowed down significantly due to funding issues. At the time of our last site visit on May 3-5, 2009, work was approximately 71% complete.

The Developer's original \$1,904,673,934 Construction Cost budget was increased by \$5,060,279 in January 2008 as a result of the precast concrete tee collapse in the Garage and by \$190,265,022 in June 2008 to account for a significant amount of additional construction costs, resulting in a revised direct cost budget of \$2,099,999,238. During March 2009, the Developer increased the direct cost budget by \$50,000,000 to account for a additional construction costs, resulting is a revised direct cost budget of \$2,149,999,238, which included a current direct cost contingency of \$37,994,445. While the information submitted by the Developer at that time was accepted as a true representation of known costs, IVI was still concerned that all the subcontractor claims have not been fully incorporated into the disclosed costs.

Based upon our site visit of early April 2009, IVI then requested additional information related to the anticipated construction costs and projected completion date in a letter to the Developer dated April 8, 2009.

On May 4, 2009, the Developer submitted a revised project budget which they have labeled as "Enhanced" that totals \$3,521,990,142. The Enhanced budget represents a \$375,000,000 increase over the previous project budget of \$3,146,990,142. The Enhanced budget includes a revised Construction Cost budget of \$2,487,134,232, which is the subject of this review. IVI has not reviewed the \$1,034,855,910 balance of the Developer's Enhanced budget.

IVI has not received any form of write up from the Developer that would clearly explain their "Enhanced" version of the Project and budget; however, using the Contractor's Anticipated Cost Report and conversations with the Developer and Contractor, the "Enhanced" elements generally consist of:

- Added Venues at the Podium, including the Steakhouse, NOBU, American Bistro, Italian (Gelato) and Hakkasan, for which no funding was originally included;
- Revisions to the theater. We understand that the Developer is in discussions with an operator and costs for the latest scenario are included (no detail);
- Substantial changes to the Pool Deck to incorporate revised designs and feature elements;
- An enhanced exterior lighting scheme at the Tower;
- Revisions to the top five floors of the Tower;
- Substantial cleaning costs related to the LEED certification process at the Tower;
- Valet parking revisions at the Garage;
- Painting of the Garage steel;
- VIP Check-in upgrades at the North Podium; and
- Interior features at the North Podium.

There were also numerous revisions to the architectural elements of the Project in all areas, which resulted in additional mechanical, electrical and plumbing costs. These were not considered scope changes as the basic elements of the areas were not changed; however, they resulted in numerous change orders from the subcontractors.

3. PURPOSE AND SCOPE

Inspection & Valuation International, Inc. ("IVI") was requested by Sheppard Mullin Richter & Hampton LLP and O'Melveny & Myers, LLP, counsel for Bank of America N.A. ("Client"), to perform a cost-to-complete review of the Construction Costs for the Fontainebleau Las Vegas (the "Project"). IVI did not review the Costed FF&E, Other FF&E or Pre-Opening and Working Capital components of the Developer's budget, which total \$1,034,855,910.

Specifically, the scope of this study includes the following:

- Attend a site meeting at site with Developer and Contractor to review the current status of work;
- Discussions with the Developer's and Contractor's teams;
- Review the Contractor's Anticipated Cost report and supporting documentation;
- Review the Contractor's latest requisitions;
- Review the Contractor's Estimate to Complete the Building Shell;
- Review the Contractor's construction schedule; and
- Opine on the Developer's Construction Cost-to-Complete Budget and Estimate to Complete the Building Shell.

4. **SALIENT DATA**

Project Location: Las Vegas Boulevard, Las Vegas, Nevada

Project Size: 8,749,063 SFG

Construction Delivery Method: Cost-of-the-Work Plus a Fee

Developer: Fontainebleau Las Vegas, LLC.
2827 Paradise Road
Las Vegas, Nevada 89109
Mr. Deven Kumar, VP of Development Finance
(702) 495-8055 (tel)
(702) 495-8403 (fax)
dkumar@fontainebleau.com

General Contractor: Turnberry West Construction, Inc
6725 Via Austi Parkway, Suite 380
Las Vegas, Nevada 89119
Roger McElfresh, President
(702) 495-8005 (tel)
(702) 495-7110 (fax)
RMcelfresh@turnberryitd.com

Architect: Bergman, Walls & Associates.
2965 S. Jones Boulevard
Suite C
Las Vegas, Nevada 89146
Scott Walls
(702) 940-0000 (tel)
(702) 940-0001 (fax)
swalls@bwaltd.com

Site Visit Date: May 3 - 5, 2009

Client Representative: None

IVI's Representative: Paul Borvicino

Developer's Representatives: R C White, Deven Kumar, Jackie Miller, Bernie
Glanister

Architect's Representative: None

Contractor's Representatives: Bob Ambridge, Bob Oehrli, Don Byrd, Roger
McElfresh, Kili Ogilvie, Stephanie Cisneros, Glen
Russo, Robin Allen, Dan Ruddock, Steve Kessler,
Joe DeMarco, Cheryl Szeles, Mark LeFever

5. CONSTRUCTION SCHEDULE**5.1. Construction Schedule**

IVI has previously received a copy of the undated Major Construction Summary and Milestones, which outlines the overall 30-month construction schedule on a summary level and is an adequate overview presentation of the schedule. IVI has also received the Monthly Update Schedule, dated December 6, 2007 updated by phase; Tower, Podium and Garage/Convention Center and by discipline. This is considered the baseline schedule.

The schedule start date of April 1, 2007 is based on the Developer issued Notice to Proceed of April 1, 2007 through completion of the entire project, October 1, 2009. The schedule represents a phased fast-track program, since construction operations commenced prior to completion of all construction documents.

During March 2009, the Developer submitted a Schedule Amendment that revises the Grand Opening to November 1, 2009.

The Developer has retained PCI, a schedule consulting firm, to independently review the progress of the work with weekly meetings and issue monitoring reports on the status of the schedule to IVI. Key construction dates were current as indicated on PCI's February 6, 2009 schedule report (milestone pages only) which indicated that the project was tracking on schedule; however, we have not received a report in two months. The following table illustrates the milestone dates included in the February schedule.

Task	Targeted Date	Targeted or Actual (A) Date
Start Tower Sitework and Piles	December 13, 2006	January 2, 2007 (A)
Start Garage Sitework and Piles	January 12, 2007	January 2, 2007 (A)
Start Podium Sitework and Piles	January 15, 2007	April 16, 2007 (A)
Complete Tower Sitework and Piles		September 12, 2007 (A)
Start Podium Structural Steel Erection	July 23, 2007	September 24, 2007 (A)
Tower Start Drywall T1 – T61	January 3, 2008	January 3, 2008 (A)
Perm Power to the Tower for Service Elevator	June 2, 2008	May 1, 2008 (A)
Garage Construction Parking available	July 31, 2008	August 28, 2008 (A)
Podium Begin Interior Build Out	May 21, 2008	April 18, 2008 (A)
Tower Passenger Elevators through T20	October 1, 2008	November 15, 2008 (A)
Tower Complete Structural Concrete	January 6, 2009	November 13, 2008 (A)
Start Central Plant Start-up/Testing & Commissioning		January 19, 2009 (A)
Garage Generator Start-up		March 2, 2009 (A)

Tower – Start FF&E deliveries	March 2, 2009	March 2, 2009 (A)
Garage Generator On-line		April 3, 2009
Start Tower Start-up/Testing & Commissioning	April 21, 2009	April 21, 2009 (A)
Start Convention Center Start-up/Testing & Commissioning	October 23, 2008	May 11, 2009
Start Podium Start-up/Testing & Commissioning	February 18, 2009	May 1, 2009 (A)
Tower Employee TCO		August 21, 2009
Tower – Complete FF&E deliveries	August 31, 2009	August 31, 2009
Tower Complete	September 21, 2009	September 15, 2009
Podium Complete	September 21, 2009	October 1, 2009
Ballroom/Convention Center Complete	May 20, 2009	November 1, 2009
Garage Complete		November 1, 2009
Soft Opening	September 22, 2009	N/A
Grand Opening	October 12, 2009	November 1, 2009
Theatre Complete	April 9, 2010	TBD

During our March 31 and April 1, 2009 site visits, work was found to be tracking generally in-line with the scheduled dates for the Tower and Garage/Convention components; however, it appeared that the work in the Podium had fallen behind the aggressive target. It seems that work related to many of the venues had made little progress, indicating that decisions had still not been made and contracts were not being awarded.

As such, the targeted November 1, 2009 Grand Opening was considered questionable.

At this time, a new schedule has not been presented for review; however, the Developer had indicated in mid-April that a February 2010 opening was being considered to support the Enhanced budget.

At this point, a Grand Opening date can not be determined due to funding issues and the unknown duration of the suspension of work. However, if the Developer was able to issue a new Notice to Proceed to the Contractor in late May/early June 2009, work should ramp up to pre-suspension levels by early to mid-July. This would result in a 2-3 month delay from the Developer's February 28, 2010 completion. As such, it is reasonable to use a 11 - 12 month project duration after the full restart of work, which would result in a Grand Opening by June 2010.

This duration would be contingent on the Developer committing to a swift decision and procurement process for the balance of the Project.

5.2. Workforce

During the month of March 2009, the workforce averaged approximately 3,500 trade people on site. The workforce continued at this level until the last week of April, once that month's construction funding was not received by the Contractor. By May 1st, the workforce dropped to about 1,000 trade people and a week later, it had dropped to about 300. The work consisted mainly of exterior façade work on the Podium, some carpentry and drywall at all components and mechanical, electrical and plumbing work at most components. According to the Contractor, this workforce is expected to continue on through May; however, a further drop-off would occur after that.

We also understand that the Contractor has reduced their project staff by 57 people over the last few weeks as a response to the lack of funding and reduction in work.

6. COST TO COMPLETE REVIEW

6.1. Scope

IVI analyzed the Developer's \$2,487,134,232 Enhanced Construction Cost budget and the Contractor's Anticipated Cost Report for April 2009 of \$2,370,059,255 based on the Project's description, and the scope of IVI's work, as presented in Section 2.

6.2. Documents Reviewed

IVI reviewed the following submitted documents:

- Developer's Revised Budget issued May 1, 2009;
- Developer's Detailed Remaining Cost Report as of February 28, 2009;
- Contractor's Application and Certificate for Payment Nos. 28 and 29 for the Periods Ending March 31, 2009 and April 30, 2009, respectively;
- Contractor's Anticipated Cost Report ("ACR") as of April 30, 2009 and supporting worksheets;
- Select back up documentation to support the Contractor's estimates within their ACR;
- Contractor's Owner Change Order Contract Logs;
- Contractor's Estimate to Complete the Exterior Envelope; and
- Additional documentation provided during our monitoring of the Project.

6.3. Budget Background and Breakdown

On May 4, 2009, the Developer presented a revised project budget which they have labeled as "Enhanced" that totals \$3,521,990,142. The Enhanced budget represents a \$375,000,000 increase over the previous project budget of \$3,146,990,142 as shown in the following table.

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Cost-to-Complete Review

Description	Current Budget (4/30/09)	Enhanced Budget	Proposed Increase
Contractor's Cost	\$2,072,004,793	\$2,372,134,232	\$300,129,439
Unallocated Contingency	\$37,994,445	\$75,000,000	\$37,005,555
Insurance	\$40,000,000	\$40,000,000	\$0
Subtotal Construction Costs	\$2,149,999,238	\$2,487,134,232	\$337,134,994
Rooms FF&E	\$73,784,267	\$73,784,267	\$0
Hotel and F&B Operating Equipment	\$49,081,957	\$49,081,957	\$0
Kitchen Equipment	\$22,299,240	\$22,299,240	\$0
Exterior Signage	\$26,532,720	\$26,532,720	\$0
Common Area FF&E	\$28,665,812	\$28,665,812	\$0
Subtotal Costed FF&E	\$200,363,996	\$200,363,996	\$0
Gaming FF&E	\$40,871,099	\$40,871,099	\$0
Entertainment	\$12,283,731	\$12,283,731	\$0
A&G and Facilities and IT	\$71,920,596	\$71,920,596	\$0
Subtotal Other FF&E	\$125,075,426	\$125,075,426	\$0
Pre-Opening/Working Capital	\$75,846,579	\$103,847,306	\$28,000,727
Fees/Permits/Taxes/Other	\$160,838,077	\$170,702,356	\$9,864,279
Debt Service	\$354,126,033	\$354,126,033	\$0
Condominium-Hotel Selling Expenses	\$20,000,000	\$20,000,000	\$0
Fees and Expenses	\$60,740,793	\$60,740,793	\$0
Subtotal Other FF&E	\$671,561,482	\$709,416,488	\$37,865,006
Totals	\$3,146,990,142	\$3,521,990,142	\$375,000,000

It should be noted that the Developer's Enhanced budget does not appear to include funds for the Retail Tenant Allowances or Retail Lease Commissions, which were previously budgeted at \$56,000,000 and \$6,000,000, respectively. This should be reviewed.

IVI's scope of review for this assignment has been limited to the proposed \$2,487,134,232 Construction Cost budget and we have not obtained documentation or analyzed any other components of the budget.

The original Construction Cost budget was established at \$1,904,673,934 and included a Developer contingency budget of \$111,039,860.

During January 2008, the Construction Costs were increased by \$5,060,279 to reflect costs related to the precast concrete tee collapse in the Garage (Amendment No. 1).

During June 2008, the Developer increased the Construction Costs by \$190,265,022, increasing the budget to \$2,099,999,235 (Amendment No. 2). The Contractor's ACR identified \$217,191,288 in potential extra cost exposure due to; anticipated component modification, completion of the design documents, modifications required to satisfy the neighbor's concerns about the garage façade, budget busts and concealed field conditions related to underground utilities.

During March 2009, the Developer increased the Construction Costs by \$50,000,000 to reflect additional construction costs, for a new budget totaling \$2,149,999,238.

On May 4, 2009, IVI received a copy of the Developer's Enhanced project budget, showing total revised construction costs of \$2,487,134,232 (Exhibit "A"), and representing an increase of \$337,134,994 over the previous budget. The Developer's revised budget is supported by the Contractor's Anticipated Cost Report issued as of April 30, 2009 (Exhibit "B"). The Developer's construction budget is essentially comprised of the Contractor's Control Budget, a Developer Contingency of \$75,000,000, and \$40,000,000 for insurance costs. The Developer's direct cost budget is summarized below:

Item		Budgeted Amount
Contractor Anticipated Costs	\$	2,372,134,232
Insurance	+	40,000,000
Subtotal	\$	2,412,134,232
Developer's Contingency	+	75,000,000
Adjusted Construction Budget	\$	2,487,134,232

6.4. Prime Contract and Change Orders

The Developer retained Turnberry West Construction, LLC, an entity affiliated with the Developer, under an AIA Document A114-2001, Standard Form of Agreement between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price and associated AIA Document A201-1997, General Conditions of the Contract for Construction. The agreement included a Control Budget, which is modified on a regular basis by Owner Change Orders as a result of unanticipated costs or scope adjustments. At this time, the Control Budget has been modified as shown below;

Summary Change Order Schedule		
Prime Contract Control Budget		\$1,753,634,074
Site		(\$26,164,264)
Tower		\$79,659,609
LEED		\$46,415,130
Garage		\$96,042,313
General Conditions		\$15,292,504
Podium		\$107,125,971
Subtotal Change Orders		\$318,371,263
Adjusted Prime Contract Control Budget		\$2,072,005,337

IVI has received copies of all Approved Owner Change Orders and a summary prepared by the Contractor has been received (Exhibit "C").

6.5. General Conditions

The Contractor's general conditions budget is currently estimated to be \$131,909,931, or require an increase of \$22,983,353 over its current level to achieve a February 28, 2010 completion date.

As of the Contractor's Application for Payment through April 30, 2009, \$92,009,877 has been expended, leaving \$39,900,054 for the balance of the project. Based upon the ± 10 months in the Contractor's schedule for a February 28, 2010 completion, this would allow $\pm \$4,000,000$ a month for the Contractor's general conditions. The \$4,000,000 per month budget is consistent with the expenditures over the last several months of full activity as shown below.

Draw #	Period Covered	Amount
23	November 2008	\$3,074,000
24	December 2008	\$2,503,000
25	January 2009	\$3,285,000
26	February 2009	\$4,052,000
27	March 2009	\$3,778,000
28	April 2009	\$4,238,000
Total Spent 6 mos.		\$20,930,000
Average/Month		\$3,488,333

This should prove adequate on average; however, the duration is no longer appropriate due to the Project slowdown and suspension of many elements of work. Additionally, there will be a need for general conditions beyond completion to handle project punch list and close-out issues, which would take about 3 or 4 months on this Project. Based upon that scenario, IVI has prepared

the following estimate of general conditions. This estimate assumes work will get re-started by mid-June 2009, and the Project will achieve a Grand Opening by June 2010.

Period Covered	% of Average	Amount
May 2009	40%	\$1,800,000
June 2009	80%	\$3,200,000
July 2009	100%	\$4,000,000
August 2009	100%	\$4,000,000
September 2009	100%	\$4,000,000
October 2009	100%	\$4,000,000
November 2009	100%	\$4,000,000
December 2009	100%	\$4,000,000
January 2010	100%	\$4,000,000
February 2010	115%	\$4,600,000
March 2010	115%	\$4,600,000
April 2010	115%	\$4,600,000
May 2010	115%	\$4,600,000
June 2010	75%	\$3,000,000
July 2010	40%	\$1,600,000
August 2010	25%	\$1,000,000
Subtotal		\$56,800,000
Spent to Date		\$92,009,877
Total Estimate		\$148,809,877
Less ACR Budget		(\$131,909,931)
Total		\$16,899,946

For the purpose of this estimate, IVI would recommend an additional \$17,000,000 for general conditions, provided the Project delay does not continue beyond mid-June 2009.

6.6. Contractor Fee

The construction agreement includes a Contractor fee of 3% (\pm \$72,000,000 based on the current ACR) and a 1% fee on all permit and design costs (\pm \$1,000,000), which have been deferred until after timely completion of the project and subject to conditions/requirements of the Developer. This amount, which totals \pm \$73,000,000, is not included in the budget.

6.7. Work Completed and Stored to Date

IVI has not received a Draw Request from the Developer since Draw Request No. 24 for costs through February 28, 2009 (Exhibit "D"). Instead, we have only received the Contractor's Application and Certificate for Payment Nos. 28 and 29 for the Periods Ending March 31, 2009 and April 30, 2009 (Exhibit "E"), respectively, as summarized below.

Contractor's Application for Payment 28 through March 31, 2009

	Amount
Total Completed & Stored to Date	\$1,656,817,781
Less Retainage	\$85,044,589
Total Earned Less Retainage	\$1,571,773,192
Less Previous Requests	\$1,460,836,221
Current Payment Due	\$110,936,971

Contractor's Application for Payment 29 through April 30, 2009

	Amount
Total Completed & Stored to Date	\$1,746,540,654
Less Retainage	\$71,869,600
Total Earned Less Retainage	\$1,674,671,054
Less Previous Requests	\$1,571,773,192
Current Payment Due	\$102,897,862

IVI last visited the site on May 3-5, 2009 for the purpose of reviewing the work completed to date and the Contractor's Application for Payment. Based on that visit, we can confirm the work completed and stored to date is accurate; however, we have taken exception to some retainage releases requested by the Contractor in their Application for Payment No. 28. This was discussed with the Developer and a higher amount of retainage was agreed to; however, the Developer did not submit a Draw Request and the Contractor did not revise their Applications for Payment to reflect these adjustments. As such, the Current Payments due on both of the Contractor's applications should be lower. This should be reconciled before any payments are made.

Using the Developer's latest Draw Request (No. 24) Contractor's latest Application for Payment (No. 29), we have calculated the total completed and stored to date as follows:

	Amount
Contractor's Total Completed & Stored to Date	\$1,746,540,654
Developer's Insurance	\$25,195,457
Total Completed to Date	\$1,771,736,111

The actual cost may be a little higher as current information on the Developer's insurance costs has not been received.

Based upon the Developer's revised Construction Cost budget of \$2,487,134,232, the work is approximately 71% complete.

6.8. Anticipated Cost Report

IVI has received the Contractor's April 2009 Anticipated Cost Report (Exhibit "B") with detailed back-up for each component dated April 2009. The updated ACR incorporates the anticipated costs to complete each component of the project and includes substantially more entries than the prior version received for the period ending February 2009. The Contractor's ACR does not include a Developer contingency or the Developer's insurance costs.

The Contractor's ACR is broken down as follows:

Component	Current Budget (4/30/09)	POCs	Anticipated Budget Amount
Podium	\$716,241,637	\$211,572,829	\$927,814,466
Garage/Convention	\$472,277,751	\$19,669,460	\$491,947,211
Garage Collapse	\$3,660,279	(\$119,717)	\$3,540,562
Tower	\$719,579,869	\$31,450,400	\$751,030,269
North Podium	\$13,798,670	\$15,354,607	\$29,153,277
Site/Off Site	\$28,105,422	(\$995,640)	\$27,109,782
General Conditions	\$108,926,579	\$22,983,352	\$131,909,931
Subtotal	\$2,062,590,207	\$299,915,291	\$2,362,505,498
LEED Costs	\$9,415,130	(\$1,861,373)	\$7,553,757
Totals	\$2,072,005,337	\$298,053,918	\$2,370,059,255

The ACR includes \$298,053,918 in Pending Owner Changes; which have been detailed in attached summary sheets for each of the components. It is clear from the number and scope of pending items, the claims were made by the subcontractors some time ago, possibly as far back as a year, and were never included on prior ACRs submitted to IVI.

As noted earlier, IVI has not received any form of write up from the Developer that would clearly explain their "Enhanced" version of the Project and budget; however, using the Contractor's Anticipated Cost Report and conversations with the Developer and Contractor, the "Enhanced" elements generally consist of:

- Added Venues at the Podium, including the Steakhouse, NOBU, American Bistro, Italian (Gelato) and Hakkasan, for which no funding was originally included. The increase in the venue costs represent ±\$61,500,000 of the Podium POCs alone;
- Revisions to the theater. We understand that the Developer is in discussions with an operator and costs for the latest scenario are included (no detail);
- Substantial changes to the Pool Deck to incorporate revised designs and feature elements, which has resulted in an increase of ±\$36,800,000 at the Podium;
- An enhanced exterior lighting scheme at the Tower;
- Revisions to the top five floors of the Tower;
- Substantial cleaning costs related to the LEED certification process at the Tower;
- Valet parking revisions at the Garage;
- Painting of the Garage steel;
- VIP Check-in upgrades at the North Podium; and
- Interior features at the North Podium.

There were also numerous revisions to the architectural elements of the Project in all areas, which resulted in additional mechanical, electrical and plumbing ("MEP") costs. These were not considered scope changes as the basic elements of the areas were not changed; however, they resulted in numerous change orders from the subcontractors. The additional MEP costs at the Podium are estimated at ±\$105,000,000.

That said, the Contractor's back up for the Pending Owner Changes is substantial. For the purpose of this assignment, IVI could not review the thousands of drawings, subcontractor claims, Contractor estimates, etc. in detail as it would have required substantial time and resources to verify.

Instead, IVI met with the Contractor in their offices and selected pending items from each of the component supporting worksheets and reviewed the back up paper work. In all instances, the documentation was professionally organized and complete. It was clear that documentation had not been quickly assembled to satisfy IVI.

What we could not do was verify that the Contractor has included all claims from the subcontractors made to date. When we discussed this with the Developer and Contractor, representations were clearly made that the information submitted now included all the information on claims and additional work needed to complete the Project. This representation has to be accepted as fact given the scope of review conducted at this time.

It is important to note that although the Developer and Contractor state that they have included all known claims and additional costs, there will be further unknowns that have yet to be quantified to complete the Project.

Additionally, the Contractor has included a number of credits in their ACR identified as Subcontractor Negotiated Credits and Rebid Selective Trades Credits as outlined in the table below.

Component	Negotiated Credits	Rebid Credits	Total Credits
Podium	\$8,000,000	\$5,000,000	\$11,000,000
Garage/Convention	\$8,000,000	\$5,000,000	\$11,000,000
Tower	\$5,653,000	\$5,000,000	\$10,653,000
North Podium	\$2,500,000	\$6,000,000	\$8,500,000
Site/Off Site	\$0	\$2,543,940	\$2,543,940
Totals	\$20,153,000	\$23,543,940	\$43,696,940

The Subcontractor Negotiated Credits represent amounts the Contractor and Developer expect to get back from current subcontractors through the negotiation process while The Rebid Selective Trade Credits represent anticipated savings by terminating existing subcontractors and rebidding their respective scopes of work. While these two methods are becoming common in light of today's economy, achieving this level of savings at this advanced stage of buy-out and completion may prove difficult. As such, IVI believes it is prudent to expect only about 50% of the anticipated credits, reducing the planned credits by \$22,000,000.

The Developer has previously provided documentation confirming LEED approval and the associated financial benefits and the Developer currently anticipates receiving the full Sales Tax Benefit of \$59,000,000. We are expecting a report by an outside auditor that would confirm the validity of this budget, but that is still outstanding. The Developer has previously acknowledged a +/- \$6,000,000 lower target; however, this has currently been rolled into their

contingency and not identified as an exposure anymore. Based on our review, it appears that the anticipated LEED credits are tracking behind projections and we believe that there will be a shortfall of ±\$10,000,000.

6.9. Contingency

The Contractor's ACR does not include any additional contingency funds; however, the Developer's Enhanced budget includes a \$75,000,000 Unallocated Contingency budget.

Using the Developer's Enhanced budget and the current completed to date amount, approximately \$640,000,000 in work remains to be completed as shown in the table below.

Item	Amount
Contractor's ACR	\$2,372,134,232
Developer's Insurance	\$40,000,000
Construction Cost Net Contingency	\$2,412,134,232
Total Completed to Date	\$1,771,736,111
Work to be Completed	\$640,398,121

Based on the \$640,000,000 in remaining work, the Developer's Unallocated Contingency of \$75,000,000 represents a contingency of 11.7%.

6.10. Conclusions and Recommendations

IVI finds the Contractor's ACR to be complete in its presentation and sufficient in detail; however, shortfalls in the Contractor's general conditions, anticipated subcontractor credits and LEED Sales Tax Credits are expected to erode the Developer's Unallocated Contingency budget to insufficient levels. Additionally, more changes and design refinements can be expected related to the Podium where the largest Pending Owner Changes are currently shown.

As such, we recommend that the Developer's Unallocated Contingency be increased by \$54,403,800 as shown in the table below for a recommended Construction Cost budget of \$2,541,538,032. The additional amount reflects IVI's additional general conditions, unachieved subcontractor savings and unachieved LEED sales tax credits of \$49,000,000 and a 12% contingency on the balance of work remaining to be completed.

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Cost-to-Complete Review

Item	Amount
a. Contractor's ACR	\$2,370,059,255
b. Developer Insurance	\$40,000,000
c. Subtotal (a + b)	\$2,410,059,255
d. Additional General Conditions	\$17,000,000
e. Unachieved Subcontractor Credits	\$22,000,000
f. Unachieved LEED Sales Tax Credits	\$10,000,000
g. Adjusted Cost to Complete (c + d, e & f)	\$2,459,059,255
h. Less Work Completed and Stored to Date	(\$1,771,736,111)
i. Balance to Complete Less Contingency (g - h)	\$687,323,144
j. Recommended 12% Contingency on Balance to Complete Less Contingency	\$82,478,777
k. Recommended Direct Cost Budget (g + j)	\$2,541,538,032
l. Less Developer's Enhanced Budget	(\$2,487,134,232)
m. Recommended Budget Increase (k - l)	\$54,403,800

It should be noted that the Developer's Enhanced budget does not appear to include funds for the Retail Tenant Allowances or Retail Lease Commissions, which were previously budgeted at \$56,000,000 and \$6,000,000, respectively. We understand that this may have increased to \$100,000,000 for both items and some contingencies; however, we have not received any additional information. This amount would have to be added to the \$54,403,800 amount above.

7. CRITICAL SHELL COMPLETION REVIEW**7.1. Scope**

IVI was requested to review the scope of work related to the completion of the Project shell and the possibility of shutting the Project down for an unspecified duration.

The Contractor provided IVI with scopes and a budget that had been previously prepared as part of an internal analysis (Exhibit "F"). While IVI did not complete a full review of each element, we did review it in detail with the Contractor and it appears to be a generally complete representation of what would be required to complete the shell of the Project.

To complete the critical elements of the Project shell, the work would generally consist of the following:

- Podium -** concrete and miscellaneous steel, concrete topping slabs, exterior facades, roofing and pool deck planters waterproofing, inclusive of the pool vessels, and miscellaneous plumbing for drainage.
- North Podium -** exterior EIFS and curtain wall facades, miscellaneous concrete, roofing, and miscellaneous plumbing for drainage.
- Garage/Convention -** exterior EIFS facades, roofing, exterior doors, and miscellaneous MEP and commissioning work for the central plant.
- Tower -** exterior curtain wall facades, removal of hoist and cranes, parapet framing, miscellaneous concrete, roofing, and miscellaneous plumbing for drainage.
- Site -** limited site security and fencing.

Of note, this work is to be completed in general accordance with the latest drawings without deviation. Therefore, once the Project was restarted at some point in the future, none of the work completed would have to be removed or renovated.

It is important to note that the scenario presented and discussed did not include a complete Project shut down as this would require proposed duration discussions with the Building Department to determine exactly what would be required to shut down the Project. Additionally, the central plant is currently in the process of commissioning and circulating conditioned water to the Tower. Shutting the

central plant would jeopardize the equipment warranties and also the interior finishes currently installed in the Tower.

7.2. Construction Schedule

Based upon our discussions with the Developer and Contractor, it is anticipated that completion of the critical elements of the Project shell would require 3 – 4 months to complete. If work were to begin in June, completion of the critical shell elements would likely be completed in September.

As noted earlier, it would be beneficial to maintain the operation of the central plant as well as a small management, maintenance and security staff to better maintain the asset in its current condition. Should a complete shut down occur, this would jeopardize major equipment warranties and could present some issues with the Building Department.

7.3. Construction Budget

The budget to complete the critical elements of the shell would include several components; payment of amounts owed to the required subcontractors for March, April and May; payment for work completed on the critical shell work, and the Contractor's general conditions.

The Contractor has presented the following estimates:

Component	March WIP	April WIP	May WIP	Beyond	Totals
Tower	\$11,728,269	\$7,729,402	\$3,517,970	\$6,555,000	\$29,530,641
North Podium	\$611,000	\$1,800,000	\$3,300,000	\$6,600,000	\$12,311,000
Podium	\$12,858,143	\$9,711,428	\$8,308,880		\$30,878,451
Garage/Convention	\$5,110,302	\$1,858,223	\$8,102,955		\$15,071,480
Site/Off Site	\$14,832	\$10,436	\$26,500		\$51,768
General Conditions	\$3,000,000	\$3,000,000	\$3,000,000	\$0	\$9,000,000
Totals	\$33,322,546	\$24,109,489	\$26,256,305	\$13,155,000	\$96,843,340

Based upon our review, we believe the costs are on the low side as the Contractor did not include general condition costs beyond May 2009, which is not correct. It is estimated that the Contractor's general conditions will run about \$1,500,000 per month during the completion of the shell and during the shut down, given it is currently thought that the site would not be completely shut down.

As such, \$6,000,000 would be required to cover costs through September 2009. Additionally, it would be prudent to add a 20% contingency due to the conceptual nature of this exercise, or \$20,500,000.

These additions would result in a construction budget to complete the critical shell enclosure of \$123,343,340. It is also our understanding that a monthly budget of $\pm 1,000,000$ - \$1,500,000 would be required to maintain and protect the asset upon completion of the shell.

It is important to note that this does not include any retainage amounts being paid to the subcontractors working on the Project, or any back payments for unpaid work for those other than the subcontractors needed to complete the shell.

There is a possibility that the required subcontractors may seek retainage owed as a condition to completing the critical shell work, which IVI has estimated at \$20,000,000 - \$25,000,000. This is not included in the \$123,343,340 noted above.

**Cost to Complete Review Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT "A"



For Internal Discussion Purposes Only

5/11/2009

Description	Original Budget	Current Budget	Enhanced Budget
Tumberly West Construction	\$ 1,753,634,074	\$ 2,072,004,783	\$ 2,372,134,232
Unallocated Contingency	111,039,860	37,984,445	75,000,000
Insurance	40,000,000	40,000,000	40,000,000
Total Construction Costs	\$ 1,904,673,934	\$ 2,149,999,238	\$ 2,487,134,232
Rooms FF&E	73,784,267	73,784,267	73,784,267
Hotel and F&B Operating Equipment	48,081,957	49,081,957	49,081,957
Kitchen Equipment	22,299,240	22,299,240	22,299,240
Exterior Signage	26,532,720	26,532,720	26,532,720
Common Area FF&E	28,665,812	28,665,812	28,665,812
Costed FF&E	\$ 200,363,996	\$ 200,363,996	\$ 200,363,996
Gaming FF&E	40,871,099	40,871,099	40,871,099
Entertainment	12,283,731	12,283,731	12,283,731
A&G and Facilities and IT	71,920,598	71,920,598	71,920,598
Other FF&E	\$ 125,075,428	\$ 125,075,428	\$ 125,075,428
Pre-Opening / Working Capital	93,847,579	75,846,679	103,847,306
Fees / Permits / Taxes / Other	131,814,077	160,838,077	170,702,356
Debt Service	362,756,033	354,126,033	354,126,033
Condominium-Hotel Selling Expenses	49,776,523	20,000,000	20,000,000
Fees and Expenses	60,740,794	60,740,794	60,740,794
Costs Accrued Through Opening	\$ 698,935,005	\$ 671,551,482	\$ 709,416,488
TOTAL	\$ 2,929,048,361	\$ 3,146,990,142	\$ 3,521,990,142

* \$375mm is only related to Project budget increase.
Numbers highlighted in red have not been finalized.

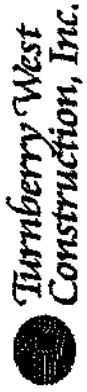
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**Cost to Complete Review Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT "B"



MERFP Cost Projections Analysis and Tracking
 Cost Projection Summary



Date: 8-May-2008

Cost Code	Description	Subcontractor	Base Contract	B, Current Forecast Projection	C, w. A. - B, Base to Forecast Variance	Remarks
PROJECT COSTS						
15-180	Hydronic Piping		\$ 23,790,000	\$ 24,300,000	\$ (1,125,000)	based on lowered markup
15-300	Fire Protection		\$ 16,746,000	\$ 22,604,461	\$ (6,099,463)	base contract mark-up
15-400	Plumbing Fixtures & Equipment		\$ 23,430,000	\$ 34,701,441	\$ (11,292,011)	based on lowered markup
15-872	ATC Controls & Equipment		\$ 5,069,555	\$ 11,266,197	\$ (6,201,841)	base contract mark-up
16-700	Heating, Ventilation & Air Conditioning		\$ 20,871,000	\$ 26,728,236	\$ (5,854,835)	based on lowered markup
16-800	Electrical Transmission & Distribution		\$ 73,990,782	\$ 61,725,181	\$ 22,688,821	base contract mark-up
16-900	Electrical, Transmission & Distribution		\$ 2,100,000	\$ 73,253,000	\$ (73,256,000)	base contract mark-up
16-721	Fire Alarm		\$ 14,755,241	\$ 3,548,183	\$ (11,448,183)	base contract mark-up
16-740	Low Voltage Cabling		\$ 17,645,000	\$ 19,312,623	\$ (1,140,387)	base contract mark-up
			\$ 179,645,000	\$ 237,266,112	\$ (117,403,949)	base contract mark-up

POC Values Reflected in Current ACR Guidelines approved owner sign-off

POC #	Description	Cost Code	Description	Approved Owner Change Order	Remaining Owner Change Order	Remarks
	Subtotal	15-180	Hydronic Piping	\$ 874,337	\$ 1,000,000	
	Subtotal	15-300	Fire Protection	\$ 1,804,550	\$ 4,593,000	
	Subtotal	15-400	Plumbing Fixtures & Equipment	\$ 2,331,683	\$ 4,181,493.00	
	Subtotal	15-872	ATC Controls & Equipment	\$ 1,027,291	\$ 3,652,493.00	
	Subtotal	15-700	Heating, Ventilation & Air Conditioning	\$ 4,210,133	\$ 29,851,920.00	
	Subtotal	15-300	Electrical Transmission & Distribution	\$ 146,253	\$ 16,817,967.00	include DAS
	Subtotal	15-721	Fire Alarm	\$ 370,493	\$ 780,447.00	
	Subtotal	15-740	Low Voltage Cabling	\$ -	\$ 2,684,818.00	
			Subtotal Qual Costs POC Value	\$ 12,053,798.00	\$ 57,052,068.00	
			POC #71 Unallocated MEP Costs for Venues	\$ -	\$ 40,225,945.00	
			POC 114.t Reallocated MEP to Tower for Month Podium	\$ -	\$ 18,132,262.00	
				\$ 12,053,798.00	\$ 105,169,235.00	

Turnberry West Construction, Inc.
Tower POC Log
April 30, 2009

POC #	Cost Code	Subcontractor	Description	March 09 ACR
25	09-300	Silver Stone	Fabrication Condo Vanities from incomplete CSW Parts	\$ 51,837.20
25	09-300	Silver Stone	Studio Shower wall fabrication see POC 430 & Condo Kitchen Counter tops see POC number 15	\$ 500,000.00
25	09-300	Silver Stone	Transition Fanes	\$ 38,360.00
25	09-300	Silver Stone	3 Bay Suite Fabrication	\$ 50,054.00
26a	09-100	Arch Materials	Add 2 hour enclosure/floors at BOH linen/trash rooms	\$ 300,000.00
31	09-250	Aderholt	Fire rated live side at square elevator shafts	\$ 50,509.00
35	09-250	Aderholt	Demol, re-frame, re-hang, close on 3-Bay suite, to re-frame to level T45 per POC # 836	\$ 80,504.00
41	09-250	Aderholt	Add ceilings at T56 where floor height was increased 10 13'-6" (W/Growth)	\$ 291,128.00
43	09-900	Z Glass	Replacing Curtained Panels Allowance - Broken or Missing Glass	\$ 1,100,000.00
48	10-280	TBD	Wall Protection Linen, Mold, and Vending rooms - RCM	\$ 421,000.00
49	09-210	Century Steel	Stair Linen - Install	\$ 6,156.59
57	15-700	Bombard Mech	Added HVAC at 3.5 Bay Hospitality Suite	\$ 75,000.00
58	15-900	Desert Fire	Delta 14 MEP Revision 14	\$ 3,750.58
58	15-700	Bombard Mech	Delta 14 Mechanical Revisions	\$ 294,713.00
58	15-700	Bombard Mech	Added temperature sensors to HW supply / return lines to heat exchangers	\$ 7,335.00
58	15-700	Bombard Mech	Temporary AC unit for Retail Mechanical Electric Room	\$ 4,898.00
59	15-200	Bombard Elect	Nevada Power Shut-down - High line N. Elevation Removal - Re-energize Temp Power	\$ 3,832.00
71	09-250	Aderholt	Railways Blind Elevator Hold Way T1-T8 for PCS Spreader Beam Repairs	\$ 5,271.00
72	09-250	Aderholt	Enclose drain pipe elevator hold way service car #1	\$ 2,859.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 19	\$ 11,923.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 19	\$ 2,545,112.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 20	\$ 331,625.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 21	\$ 183,368.00
73	15-700	Bombard Mech	Mechanical Drawing Revision 22 + 23	\$ 282,909.00
78	15-700	Bombard Mech	Air Handler Revisions	\$ 79,830.00
89	09-210	Century Steel	Floor plates required for man hold operation at lower floors	\$ 88,502.00
93	09-210	Century Steel	Added stair detailing due to architectural changes by Owner	\$ 3,600.00
103	09-210	Century Steel	Provide tube steel attachments for curtain wall starter rail	\$ 5,822.00
104	15-200	Bombard Elec	DAS System - TOWER	\$ 1,835,000.00
121	09-250	Aderholt	ASI 178 Light additions and relocation - COR 97	\$ 5,425.00
128	09-210	Century Steel	Repair Embed - Typical Stairs	\$ 36,962.00
132	09-210	Century Steel	COR #10 from Century Steel	\$ 7,075.00
158	15-200	Bombard Elect	Weather delay recover Prandium time	\$ 3,667.00
181	15-200	Bombard Elect	OT deck T78 was not ready to pour on 8 BAM	\$ 1,578.00
198	09-210	Century Rebar	Place K rails	\$ 1,943.00
198	09-210	Century Rebar	Place K rails	\$ 2,676.00
198	09-210	Century Steel	Jeramy barriers	\$ 3,268.00
208	09-250	Aderholt	GCIP add due to CO 12	\$ 20,461.00
224	09-250	Aderholt	Changed walls on T1-T8 rooms 2, 53 and 84 (delete Condo tube)	\$ 22,027.00
228	15-400	Desert Plumb	Relocate shower valves already installed in 3 Bay Suites	\$ 11,000.00
267	09-100	Arch Materials	Revised Condo Valance / Drapery Pocket @ Transition Floors	\$ 111,707.44
267	09-100	Arch Materials	Revised Typical Room Valance / Drapery Pocket @ Transition Floors	\$ 45,186.83
267	09-250	Aderholt	ASI 186 Drapery pocket on 777 COR 48	\$ 18,317.00
267	09-250	Aderholt	ASI 186 Drapery pocket on T-18 COR 48	\$ 18,317.00
267	09-250	Aderholt	ASI 186 Drapery pocket on T-23 COR 103	\$ 18,317.00
267	09-250	Aderholt	ASI 186 Drapery pocket on T-30 COR 149	\$ 18,317.00

Turnberry West Construction, Inc.
Tower POC Log
April 30, 2009

POC #	Cost Code	Subcontractor	Description	March 09 ACR
237	09-250	Aderholt	ASI 186 Drapey pocket on T-59 COR 150	\$ 18,317.00
242	16-300	Bombard Elect	Added telephone at ADA bathroom ASI 160R	\$ 8,500.00
243	09-250	Aderholt	Add persons table drywall legs in one bedroom condos ASI 185	\$ 125,224.00
244	16-300	Bombard Elect	Added pendant fixture J box at one bedroom condos at persons table	\$ 20,005.00
247	16-200	Bombard Elect	Add (1) down light in one bedroom condos in kitchen above stove	\$ 47,085.00
249	10-810	Henri Specialties	Added towel bar at all Studios	\$ 25,185.00
250	16-300	Bombard Elect	Added uplex under 1 Bedroom desk and Studio	\$ 46,850.00
258	03-210	Century Steel	Steel Support Clips - Structural Issues with Camber & Compression	\$ 400,029.02
268	08-900	Z Glass	Curtain Wall Fix Due to Structural Issues with Camber & Compression Jan 09	\$ 68,674.80
290	16-300	Bombard Elect	Added switch for oven hood @ 1 bedroom condos	\$ 2,000.00
261	16-200	Bombard Elect	Added F71 LED under cabinet light in wet bar at Center Suite	\$ 5,500.00
267	09-900	Midwest Pro	Paint reveals at 3 Bay and Jr. Suites	\$ 3,583.00
268	09-280	Aderholt	ASI 178 - Cut Drywall for Corridor Wall Light Sconces at Column Lines on T14	\$ 1,801.00
268	09-260	Aderholt	ASI 178 - Retang Drywall for Corridor Wall Light Sconces at Column Lines on T14	\$ 5,083.00
268	09-250	Aderholt	ASI 178 - Retang Drywall for Corridor Wall Light Sconces at Column Lines on T14	\$ 5,425.00
272	16-200	Bombard Elect	Revise 3 pendants to 3 down lights at Jr. Suite bar area	\$ 25,000.00
273	09-900	Midwest Pro	Added installation of wall covering at 3 Bay Suite	\$ 69,769.00
275	09-260	Aderholt	Remove drywall, Re-rung & re-finish walls at CH-3 pocket door, T1-T9	\$ 12,733.00
277	09-250	Aderholt	Redesign lmb on (5) floors COR41	\$ 4,340.00
278	09-250	Aderholt	Overlms due to Condo changes COR27	\$ 4,409.00
278	03-210	Century Rebar	Delta 6B & 7B Drawings Roof Structure to Cast-in-Place Concrete @ PH Level	\$ 942,865.00
279	03-210	Century Rebar	Delta 7B structural revisions	\$ 125,882.00
279	03-210	Century Steel	Delta 9B Revised BMU Steel for new Cast-in-Place Concrete @ PH Level	\$ 491,614.00
279	03-210	Century Steel	Misplaced Embeds at Roof - RP 945	\$ 8,799.00
279	09-210	Century Steel	Inadequate Structural BMU Track Design and Other Misc. Revisions	\$ 200,000.00
279	08-900	Z Glass	Install finish materials at outside of Roof cantilever	\$ 172,060.85
278	09-900	Midwest Pro	Paint BMU Steel & Light Boxes @ PH Level	\$ 101,175.00
279	15-700	Bombard Mech	Ventilation fans at light boxes @ PH Level	\$ 20,000.00
279	16-501	Illuminatg Conc.	Additional Type SD Fixtures required @ PH Level	\$ 70,864.70
279	15-501	Illuminatg Conc.	Illuminating Concepts Light Fixture Materials @ PH Level	\$ 1,217,099.82
279	16-501	Various	Decorative Lighting/Curtain Wall Recessed Light Boxes @ PH Level - ALLOWANCE	\$ 444,570.26
280	09-250	Aderholt	Reframe, Realign Columns, Ceilings & soffits at CH1, CH5, & Jr Suites on T15 - T22	\$ 10,425.00
280	09-250	Aderholt	Reframe Pocket Door at CH3 on Levels T15 - T21 (for Exterior LED Lighting)	\$ 2,135.00
280	16-200	Bombard Elect	Add power and control leads to north elevation exterior light fixtures	\$ 75,000.00
280	16-501	Illuminatg Conc.	Illuminating Concepts South Elevation & PH Level Light Fixture Materials	\$ 1,614,629.18
280	15-501	Illuminatg Conc.	Illuminating Concepts Commissioning & Programming	\$ 254,750.00
280	16-501	Illuminatg Conc.	Illuminating Concepts PH Level Light Fixture freight charges	\$ 250,000.00
286	09-250	Aderholt	Bookings at 3 Bay Suite stained wood frame and panel	\$ 9,578.00
288	09-250	Aderholt	Install backing in 3-Bay Suite at FREE Wood Panels	\$ 10,218.00
288	09-250	Aderholt	Installbacking in 3-Bay Suite between bar and unit	\$ 8,797.00
288	09-500	Midwest Pro	Revise wall finish in Center Suite Powder Room from paint to wall covering	\$ 3,568.00
289	09-500	Midwest Pro	Replace painted and tile walls with wall covering - install only @ Center Suites	\$ 6,870.00
280	15-300	Desert Fire	Drawing revisions 3.0 Bay Suite	\$ 33,765.00
296	15-700	Bombard Mech	Added temperature sensors in HW SAR lines	\$ 5,584.00
297	03-210	Century Steel	OT Premium Due to Crane Schedule (Forced to work at 12 AM on 6/20/08)	\$ 3,689.00
302	08-100	Arch Materials	Provide closet doors and interiors at Condos (doors, trim, cabinets)	\$ 34,864.00

Turnberry West Construction, Inc.
Tower POC Log
April 30, 2009

POC #	Cost Code	Subcontractor	Description	March 09 ACR
303	09-210	Century Steel	PT repairs T32-T42 per JAMA details	\$ 400,000.00
318	09-250	Adarholt	RFI 413R-1 change wall type to 251 from 151 at typical rooms	\$ 10,584.00
318	09-401	Ceilings Interiors	Milwork at Pool Lobby	\$ 25,000.00
319	09-100	Vetco	Increase scope of pool lobby above original budget (ROW Balance)	\$ 50,000.00
319	09-250	Adarholt	Rev 11 - Changed Layout & Reframing Walls - Rms 2, B3, & B4 on Floors T1 - T9	\$ 23,718.00
320	09-300	Silver Stone	Replace (6) Typical Room Vanities	\$ 2,678.00
321	09-810	Portobello	Additional Condo Porcelain Costs	\$ 25,000.00
332	09-250	Adarholt	Reframing shafts, framing shafts, fix drywall and clean-up COR21	\$ 5,760.00
342	09-210	Century Rebar	Premium time for wind days	\$ 8,086.00
342	09-250	Adarholt	Stock Material Premium Time on Levels T31, T32 & T33 due to wind days	\$ 4,145.00
342	09-250	Adarholt	Stock Material Premium Time On Levels T33 & T39 - Due to Wind Days	\$ 3,070.00
342	09-250	Adarholt	Stock Material Premium Time On Levels T33, T33 & T37 - Due to Wind Days	\$ 3,753.00
342	09-250	Adarholt	Stock Material Premium Time on levels T33 & T34 due to wind days	\$ 2,388.00
342	09-250	Adarholt	Premium time to stock T34 & T35 to maintain schedule due to wind days	\$ 1,705.00
342	09-250	Adarholt	Stock Material Premium Time On Levels T33, T43 & T44 - Lack of Crane Time	\$ 3,042.00
342	09-250	Adarholt	Stock Material Premium Time On Levels T44 - T46 - Lack of Crane Time	\$ 4,512.00
343	09-250	Adarholt	Overtime due to re-framing door openings COR37	\$ 6,897.00
343	09-250	Adarholt	Overtime to move rough door openings COR40	\$ 10,205.00
343	09-900	Midwest Pro	Premium time, patching walls due to relocated waste line	\$ 10,000.88
343	09-900	Midwest Pro	Premium time and patching drywall patches	\$ 5,301.28
343	09-900	Midwest Pro	Premium time for wall covering installation	\$ 8,864.27
343	09-900	Midwest Pro	Premium time for painting Condos T2 & T7	\$ 2,480.66
343	09-900	Midwest Pro	Premium time wall covering Condos	\$ 4,885.31
343	09-900	Midwest Pro	Premium time time painting T2, wall covering Condos and Typ Rooms	\$ 9,028.91
343	14-200	ThyssenKrupp	Premium Time - Fly Machines for P17-24	\$ 6,400.00
343	15-700	Bombard Mech	Premium time to set T31 AHU's	\$ 10,714.00
343	16-200	Bombard Elect	Premium time for T48	\$ 3,306.00
343	16-200	Bombard Elect	Premium time for Premium time for T48A install	\$ 3,241.00
343	16-200	Bombard Elect	Premium time for Condo work	\$ 5,795.00
343	16-200	Bombard Elect	Premium time for pour watch T44B	\$ 3,383.00
343	16-200	Bombard Elect	Premium time for floors T38 - 41	\$ 11,600.00
343	09-250	Adarholt	RFI 821 - Lower Soffits in Condo Units	\$ 3,446.00
343	09-250	Adarholt	RFI 513 - Rework 23 Floors and Reframe 11 Floors - 2 Rooms per Floor	\$ 3,514.00
343	09-250	Adarholt	Remove Drywall from Level 1, A & D	\$ 10,899.00
343	09-250	Adarholt	Hang, fire tape, sound caulk walls, frame walls, ceilings & tub deck in J. & 3-Bay Suites	\$ 6,886.00
343	09-250	Adarholt	Re-hang drywall in corridor T1 due to added stairs/related lifts	\$ 2,901.00
350	09-250	Adarholt	RFI 555 Revisions - Layout/Frame New Access Doors (3-Bay Suites)	\$ 4,164.80
352	09-250	Adarholt	Move rough door openings for bathroom at typical rooms T4 and to doors T3	\$ 14,380.00
352	09-250	Adarholt	Move rough door opens on T3 & T4 COR65	\$ 16,883.00
353	09-250	Adarholt	Raise low-wall at 3-Bay Suites to a new height of 40-3/8" on T1 - T5	\$ 1,272.00
354	09-250	Adarholt	RFI 553, Condo Wall Type Changes - Shower Valve/Elec Conflict	\$ 165,967.00
355	09-250	Adarholt	Rev 12 - Added 2' to T31 & Gypsum Soffit to CH-2 Units (Vertical Plaster)	\$ 40,902.00
378	09-210	Century Rebar	Added (8) Piles for Foundations - Added Cages	\$ 32,287.00
379	09-210	Century Steel	Fabricate brackets per TWC	\$ 1,860.00
379	09-210	Century Steel	Fabricate channels per TWC	\$ 4,900.00
386	09-250	Adarholt	Changes made due to RFI 821 lower soffits T48 151	\$ 3,709.00

Turnberry West Construction, Inc.
Tower POC Log
April 30, 2009

POC #	Cost Code	Subcontractor	Description	March 09 ACR
388	07-271	Insul Pro	Firestop inside conduit required by Inspector LED lighting penetrations	\$ 128,000.00
389	09-250	Aderholt	Rev Typical Guestroom Rough Door Openings T1 - 8 Bathrooms/Interconnecting Doors	\$ 48,810.00
389	09-250	Aderholt	Move bathroom & LC rough door openings due to bust in plans	\$ 5,552.00
389	09-250	Aderholt	Move rough door openings of bathroom & LC on T8 & T9 due to drawing error.	\$ 11,312.00
394	18-200	Bombard Elect	Increase size of access panel at 3 Bay bedroom closet	\$ 3,990.00
397	09-250	Aderholt	Jr Suite Revision - Reframe Tub Deck Floors T1 - T8	\$ 1,067.00
397	09-250	Aderholt	Jr Suite Revision - Reframe Sloped Bench Seat Floors T1 - T18	\$ 9,128.00
406	09-280	Aderholt	Delta 13: CH-1 bathroom wall lay-out changed on T1 - T12, CH-2 extended wall 4" on floors T4, T8,	\$ 57,336.00
406	15-300	Desert Fire	Revisions for Delta 13	\$ 21,689.00
407	15-300	Desert Fire	Accelerate cross over floor rough-in @ T23	\$ 1,455.00
411	16-200	Bombard Elect	Provide Illuminated Closet Rods at 3-Bay Suites	\$ 35,935.00
414	03-210	Century Steel	Monorail - Second Set of Tubes	\$ 21,944.22
414	03-210	Century Steel	Monorail Structural Steel	\$ 59,085.79
414	05-602	Signal-FCI	Furnish and install Monorail for Curtain Wall install - Balance of Expected Costs	\$ 312,329.30
416	08-100	Arch Materials	TASI 208 - ADA Closet in Typical rooms	\$ 7,204.00
418	08-100	Gallagher-Kessler	Replace Noncompliant Mirror - Vanity mirror @ Master Bath CH-3 ADA Condo Units 195, 049, 2249.	\$ 850.00
418	08-100	Gallagher-Kessler	Inst Typical Room ADA added closet shelf	\$ 9,806.00
417	18-200	Bombard Elect	RFI 547 - Mirror switch plates at Center Suite Living room Area	\$ 9,000.00
420	15-700	Bombard Mech	Custom grill, diffuser and registers (all areas) paint colors	\$ 264,000.00
423	08-100	Gallagher-Kessler	Upgrade 3 Bay barn door per Delta 14 ID	\$ 4,438.00
425	09-250	Aderholt	Remove drywall/Patch/Refinish Bathroom Backsplash for ADA Tub Pump Added Electr	\$ 4,892.00
431	09-300	Silver Stone	SSM in lieu of TWC Stone Deck - Manage Logistics & Material CA	\$ 250,000.00
433	09-300	Silver Stone	Stone/Tile Material Over Original Budget (Balance of ROM)	\$ 200,000.00
433	09-300	Silver Stone	Grain Material for Studio Condo Vanity T32-T36 (ROM)	\$ 47,000.00
434	09-701	Geo-Cell Solutions	Additional quantities of acoustical underlayment for elevator lobbies	\$ 13,709.00
436	09-891	All	Incidental excessive trade damage repairs ALLOWANCE	\$ 278,297.00
441	17-000	TWC	Misc. Labor & Clean-up Labor (w/ Burden) 4/1/09 to 6/30/09 ALLOWANCE	\$ 3,246,531.77
441	17-000	TWC	Misc. Labor & Clean-up Labor (w/ Burden) 7/1/09 to 12/31/09 ALLOWANCE	\$ 1,222,501.68
453	09-250	Aderholt	Reframe columns CH1, 2, Jr Suite, 3 Bay Suite ASI 208	\$ 3,788.00
463	16-200	Bombard Elect	Security Cabling Revisions ASI 211 (ROM)	\$ 19,945.00
463	09-250	Aderholt	Reframe Blind Elevator Holesway to fit spreader beams - B/C PCS	\$ 10,003.00
463	09-250	Aderholt	Close Blind Elevator Shafts on T9 - T18 B/C PCS	\$ 13,684.00
468	09-250	Aderholt	Move (3) Walls 3-Bay Powder Room T8 - Incorrect Shaft Placement B/C Board Mech	\$ 1,394.00
470	16-405	Republic Crane	Hoist and Interior Elevator Operators thru 12/31/09 ALLOWANCE	\$ 2,824,329.00
476	09-250	Aderholt	Temp walls on levels T31, T34 & T35 at electrical, mechanical, and equipment rooms	\$ 7,493.00
476	09-250	Aderholt	Remove framing at fan coil walls on T24 - T28 for Helios Access to Window clips	\$ 2,428.00
476	09-250	Aderholt	Re-frame new added access opening for tub valves on T1 due to CCBO requirements.	\$ 3,478.00
476	09-250	Aderholt	Get drywall in ceiling to align light with rain shower head at condo units on T3 & T4	\$ 1,334.00
476	09-250	Aderholt	Premium time for Taper PreEM, Coats, Sand & Touch up Condo & Guest Rooms T8 - T8	\$ 17,178.00
476	09-250	Aderholt	Premium time to frame shafts on T36 - BACKCHARGE TO BM	\$ 4,218.00
475	09-250	Aderholt	Premium time to re-frame egg shaped shaft at 3-Bay suite on T4 - T11	\$ 4,836.00
476	09-250	Aderholt	Premium time Frame tub deck T20-T21; Fanoil long fan coil walls/Tub Deck - T21	\$ 3,483.00
476	09-250	Aderholt	Remove drywall at CH3 at pocket doors on floors T1 - T8 (B/C to Bombard Mech)	\$ 1,494.00
477	09-250	Aderholt	Reframe and hang at PCU wood cover deletion due to VE Jr/3 Bay Suites	\$ 50,000.00
477	15-700	Bombard Mech	Relocate FCUs in 3 Bay Jr to avoid bolt on wood PCU cover	\$ 24,888.00
482	08-100	Arch Materials	Elongated Door Sillings - Increased Door Casing Size T32 & up (ROM)	\$ 47,999.00

Tumberry West Construction, Inc.
Tower POC Log
April 30, 2009

POC #	Cost Code	Subcontractor	Description	March 09 ACR
500	08-100	Arch Materials	Custom Shower Enclosure T1 - T17 Typical Guestroom	\$ 38,022.00
502	09-250	Aderholt	3.5 Bay drywall additions (T67-T61 only)	\$ 281,129.00
502	09-701	Geo-Cell Solutions	Add Acoustical Underlayment in 5 additional 3.5 bay suites on levels T57-T61	\$ 3,881.00
502	09-900	Upgrades	Revised Room Matrix Top 5 Floors 3.5 Bay Suite - ROM	\$ 825,000.00
502	09-900	Upgrades	Revised Room Matrix Top 5 Floors Typical Room - ROM	\$ 1,803,000.00
502	09-900	Upgrades	Revised Room Matrix Top 5 Floors Center Suite - ROM	\$ 800,000.00
502	09-900	Upgrades	Revised Room Matrix Top 5 Floors Public Area - ROM	\$ 250,000.00
511	09-250	Aderholt	Re-finish bathroom ceilings after moving lights to line-up light & shower head in rooms	\$ 42,817.00
512	09-250	Aderholt	Drop safe rough opening in ADA units from levels T18 down to T1. RFI # 890	\$ 14,521.00
515	09-250	Aderholt	Top 5 Floors 5, 6.5, 7 Bay Suite Upgrades - Credit Yet to Write	\$ (1,170,290.00)
515	09-250	Aderholt	Top 5 Floors 5, 6.5, 7 Bay Suites - Add Back Shell Construction	\$ 290,369.00
515	09-250	Aderholt	Top 5 Floors 5, 6.5, 7 Bay Suites - Add Back Floor Layout	\$ 75,619.00
515	15-400	Desert Plumb	Top 5 Floors 5, 6.5, 7 Bay Suite Plumbing and Add. Roof drains	\$ 851,000.00
515	18-200	Bombard Elect	Top 5 Floors 5, 6.5, 7 Bay Suite Delta 19 Row	\$ 878,413.00
515	18-200	Bombard Elect	Top 5 Floors 5, 6.5, 7 Bay Suite Delta 20 Row	\$ 3,820,403.00
515	18-200	Bombard Elect	Top 5 Floors 5, 6.5, 7 Bay Suite Delta 21 Row	\$ 883,480.00
515	17-070	Austin General	Top 5 Floors 5, 6.5, 7 Bay Suite Upgrades - (Commitments already written)	\$ (1,114,554.00)
515	17-070	Austin General	Top 5 Floors 5, 6.5, 7 Bay Suite Upgrades - (Yet to Write for Top 5 Architectural)	\$ 8,298,599.00
607	15-300	Desert Fire	Rev 18, 8/1/04, COR 20, dated 12/2/08	\$ 44,114.23
608	17-980	Various	Subcontractor Negotiation Credits	\$ (8,853,000.00)
609	17-980	Various	Rebid Selective Trades Credit	\$ (5,000,000.00)
				\$ 31,450,399.77
			Original Bank Budget	\$ 653,718,980.00
			Revised Contract Value	\$ 719,579,269.00
			Anticipated Costs to Complete Tower	\$ 31,450,399.77
			Total TOWER Projected Final	\$ 751,030,268.77

Fortisbleau Resorts Confidential

April 30, 2009

1 of 1

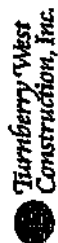
POC #	Status	Description	Responsible for Change	POC Estimate	Open POC's	Owner Approved	Amount Approved	OCO #
22	OPEN	Demolishing - Add 10 additional walls in Pool and Garage for deep excavations. Add for extended well maintenances.	Field Conditions	\$ 471,888	\$ 471,888			
26	OPEN	NPC Plan #167218 - Additional cost due to anticipated Off-Site Electrical - Revision 4. Demos of temp power equipment and reless for future traffic signal.	Design Development	\$ 188,622	\$ 188,622			
27	OPEN	Anticipated Cost of Revisions to Traffic Signals and Street Lighting based on "Not for Construction" CMI Drawings that are pending Clark County approval.	Design Development & Clark County Requirements	\$ 178,141	\$ 178,141			
28	OPEN	Smalls Tools & Equipment	Field Conditions	\$ 1,128	\$ 1,128			
29	OPEN	Misc. Labor and Equipment Operators	Field Conditions	\$ 107,044	\$ 107,044			
30	OPEN	Additional Site Maintenance and Permitting Security	Field Conditions	\$ 76,847	\$ 76,847			
31	OPEN	Unanticipated Labor for site security	Field Conditions	\$ 88,732	\$ 88,732			
32	APP - Partial	Demolishing - Add additional walls in Garage for deep excavations. Add for extended well maintenances. Demobilization and transfer of Electrical from GIC's Revisions to Water Original #1 & #2 per Civils Drawings Rev. 1	Field Conditions	\$ 1,034,480	\$ 481,642	12/1/2008 2/12/2008	\$ 872,433	11 14
36	OPEN	Transfer On-Grade Landscapes/Hardscape Budget to Site	Field Conditions & Clark County Revisions	\$ 18,260	\$ 18,260			
38	OPEN	Transfer On-Grade Landscapes/Hardscape Budget to Site	TEC Internal	\$ 9,768,472	\$ -	4/20/2008	\$ 9,768,472	16
39	OPEN	Anticipated Best Budget Savings	Transfer Buy Out	\$ (2,848,940)	\$ (2,848,940)			
TOTALS				\$ 16,955,644	\$ (995,940)		\$ 17,910,613	

* Original Budget after transfer of funds to Pooling for Landscaping, Anticipated Concrete & weller Features via OCO #1 - Site Contract

Original Budget* \$10,184,808
 Approved Change Orders \$17,910,613
 Current Budget \$28,105,422
 Open POC's \$895,640
 Anticipated Cost from POC's \$27,108,782

5/1/09

Florida West Construction, LLC
 General Contractors, Inc.
 General Contractors Budget



Code	Description	Original Budget	Revised Budget	TY09 Actuals	Completions to 12/31/09	Spends Without Current Inventory	Change Order Budget	TY09 Actuals	Anticipated Cost to Complete	Total Actuals for Current Budget	Comments
001	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
002	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
003	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
004	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
005	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
006	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
007	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
008	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
009	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
010	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
011	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
012	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
013	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
014	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
015	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
016	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
017	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
018	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
019	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
020	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	
021	General Contract (GC) for GC's	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		1,000,000.00	1,000,000.00	1,000,000.00	

- 001 General Contract (GC) for GC's
- 002 General Contract (GC) for GC's
- 003 General Contract (GC) for GC's
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- 010 General Contract (GC) for GC's
- 011 General Contract (GC) for GC's
- 012 General Contract (GC) for GC's
- 013 General Contract (GC) for GC's
- 014 General Contract (GC) for GC's
- 015 General Contract (GC) for GC's
- 016 General Contract (GC) for GC's
- 017 General Contract (GC) for GC's
- 018 General Contract (GC) for GC's
- 019 General Contract (GC) for GC's
- 020 General Contract (GC) for GC's
- 021 General Contract (GC) for GC's

**Cost to Complete Review Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT "C"

IVI



Fontainebleau Las Vegas
Owner Change Order Contract Log

#	Cost Code	Description	Amount	Issue Date	Ex	Fully Ex
000 #01	02-900	Move Costs from Site to Podium for Landscaping, Pools, Spas, Foundations, etc. as Work is in Podium Footprint.	\$ 44,074,777.00	8/17/07	8/25/07	8/27/07
000 #02	20-800	Direct CCC for Pools, Landscaping, Ornamental Railings, Foundations, etc. to Podium	\$ 937,895.84	10/5/07	11/20/07	12/11/07
000 #03	21-800	Add LEED Credit Budget from project number 10000	\$ (200,780.17)	11/7/07	11/20/07	12/11/07
000 #04	02-785	Additional Cost for Station Contracts	\$ 3,243,761.00	2/20/08	2/27/08	2/28/08
000 #05	02-785	Discovered Civil Conflict in Riviera Blvd	\$ 110,282.19	3/18/08	3/25/08	3/27/08
000 #06	02-401	Foundation Plan Revisions for Installation of Original Dewatering System	\$ 970,000.00	3/24/08	3/25/08	3/27/08
000 #07	Various	North Overhead to Underhead - Chiller, Chiller and Associated Nevada Power Costs	\$ 1,119,598.00	6/19/08	7/7/08	7/11/08
000 #08	Various	Millon Field Conditions for Offsite Work - includes Nevada Power, Revision 3, 5, 6, 7 & Water Elements	\$ 809,742.11	6/19/08	7/7/08	7/11/08
000 #09	02-050	Demolition and Removal of the El Rancho Sign on SW Corner	\$ 73,785.94	8/19/08	7/7/08	7/11/08
000 #10	02-401	FOO 518 Relocate North Overhead Power Lines (Rev. 2 & 3)	\$ 100,400.00	12/10/08	12/30/08	12/31/08
000 #11	02-510	Extended Allowance for Temporary Dewatering System (Maintenance & Repair)	\$ 190,000.00	12/17/08	12/30/08	12/31/08
000 #12	02-510	FOG #21 LYPHD Water Creating Revisions in Las Vegas Blvd.	\$ 39,785.00	12/11/08	12/30/08	12/31/08
000 #13	02-785	POE #63 Intercept Existing Conduit & Extend to Existing Transformer	\$ 186,782.73	12/10/08	12/30/08	12/31/08
000 #14	Various	Various POC's to Remove the Site Borrowed Account	\$ 1,104,155.09	3/12/09	3/16/09	3/16/09
000 #15	Various	Block Charges for Surveying, Misc. Electrical and Misc. Plumbing Expensed in GC's	\$ (82,332.17)	3/23/09	3/31/09	4/1/09
000 #16	Various	FOC #39 Transfer Street Level Landscape & Hardscape from Podium to Site	\$ 8,789,472.00	4/20/09	4/23/09	4/24/09
TOTAL Site - 707100			\$ (25,164,204.24)			25,165,421.78



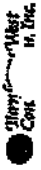
Fontainebleau Hotel, Las Vegas
Owner Change Order Contract Log

#	Cost Code	Description	Amount	Issue Date	Ex	Fully Ex
000 #01	03-300	Deduct Colasanti Back Change in Tower, Credit BC's Crane/Hoisting (01-400)	\$ 1,000,000.00	8/18/07	8/27/07	8/28/07
000 #02	21-200	Add LEED Credit Budget from LEED Project	\$ (88,034,833.80)	11/7/07	11/30/07	11/30/07
000 #03	various	Misc. Steel Revisions and Required Field Modifications (includes Century & Colasanti costs)	\$ 800,482.85	8/19/08	7/7/08	7/11/08
000 #04	03-210	Costs associated with Achrom Lateral Systems	\$ 128,746.87	8/19/08	7/7/08	7/11/08
000 #05	03-300	Concrete Field Modifications - extra Galling Grinding at the Service Core and costs associated with ASI 089	\$ 41,888.00	8/19/08	7/7/08	7/11/08
000 #06	09-280	Additional Fireproofing - Low Density Fireproofing as required for the Tower Elevator Lobbies up the Tower	\$ 278,653.00	8/19/08	7/7/08	7/11/08
000 #07	07-100	Labor/Material for Installation, Handover and Necessity at T1 Stairroom, Terrace and Neopent at Tower Level 2 Window Wall - Deck Coat	\$ 46,520.00	8/19/08	7/7/08	7/11/08
000 #08	09-100	Labor, Equipment & Material associated with the Frames and Doors ready to accommodate the Tower Timeslot Entry Lockset - Inroom S	\$ 454,676.17	8/19/08	7/7/08	7/11/08
000 #09	08-800	Revised Knee Wall at North Elevation in T1 Units	\$ 204,797.00	8/23/08	7/7/08	7/11/08
000 #10	various	Harvey Pavers 60" x 24" at Public Walk Area, 54" Rubber Walk Pads at Main Tower, Columns @ Main Tower, Columns @ Mesh Tower Floors for Window Wash	\$ 118,776.57	8/23/08	7/7/08	7/11/08
000 #11	14-200	Two (2) Service Cans Stopping at Every Floor per IBC 2009	\$ 88,340.00	8/23/08	7/7/08	7/11/08
000 #12	various	Sprinkler, HVAC and Electrical Revisions	\$ 5,149,577.88	8/23/08	7/7/08	7/11/08
000 #13	03-210	Permanent Roof Horizontal Life Line System - OSHA Requirement	\$ 410,000.00	8/13/08	8/13/08	8/23/08
000 #14	18-200	POC 240 & D Wireless Internet and Wireless Radio System Infrastructure	\$ 1,011,840.00	8/13/08	8/13/08	8/23/08
000 #15	03-200	Concrete Material Price Escalation	\$ 1,819,979.00	8/13/08	8/13/08	8/23/08
000 #16	18-200	POC 384 thru 371 - Revision 10 Electrical & Lighting Changes	\$ 12,989,989.00	8/13/08	8/23/08	8/23/08
000 #17	18-501	POC 280 Furnish Light Fixtures for South Facade and Crown at Tower Roof	\$ 8,000,000.00	8/14/08	8/23/08	8/23/08
000 #18	03-210	Multiple Structural Design Development Revisions	\$ 18,814.00	8/14/08	8/23/08	8/23/08
000 #19	08-100	POC #340 Lull Veneer - LEED	\$ 78,868.00	8/22/08	8/23/08	8/23/08
000 #20	various	POC's #112, 113, 154, 158 & 289 Misc. Revisions and Requirements	\$ 383,338.00	8/19/08	8/23/08	8/23/08
000 #21	08-412	POC #800 Kitchen Cabinet Warehousing and Delivery Costs	\$ 50,000.00	8/22/08	8/23/08	8/23/08
000 #22	07-271	POC #388 Supplemental Building Insulation & Firestopping	\$ 20,824,941.28	8/22/08	8/23/08	8/23/08
000 #23	18-400	POC #485 Crane/Hoisting Budget Transfer from General Conditions	\$ 17,472,884.00	11/24/08	12/9/08	12/9/08
000 #24	various	POC #501 Transfer North Podium Budget to Tower	\$ 1,441,873.00	12/9/08	12/9/08	12/9/08
000 #25	18-408	POC #470 Transfer Elevator Operators, Mobile Cranes & Misc. Crane Maintenance from General Conditions	\$ 2,331,808.00	2/10/09	3/15/09	3/15/09
000 #26	various	POC 27, 287 & 386 - LEED Compliance (includes Fan Coil Unit)	\$ 28,453,808.91	2/24/08	3/15/08	3/15/08
000 #27	various	Various POC's to Resolve the Tower Borrowed Account	\$ 394,393.00	8/23/08		
000 #28	various	Transfer Misc. Crane Budget from General Conditions	\$ 79,828,803.32			
TOTAL Tower = 1,028,000			\$ 79,828,803.32			



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#	Cost Code	Description	Amount	Issue Date	EX	Fully Ex
OCO #01	05-120	Design Modification due to additional existing stair requirements and modifications to Guard Rails at all Parking Levels	\$ 9,848,808.95	8/21/07	8/22/07	8/22/07
OCO #02	14-100	Avoided Hydraulic Elevator EP-4 & Hydraulic Elevator 182-2	\$ 381,302.10	8/21/07	8/22/07	8/22/07
OCO #03	05-180	Basement Stair #12 and Reduce Beam Depth at Casino Level	\$ (349,328.55)	8/21/07	8/22/07	8/22/07
OCO #04	01-170	Correct Overhead/General Conditions	\$ (478,219.50)	8/17/07	8/22/07	8/27/07
OCO #05	01-200	Add LEED Credit Budget	\$ (18,888,286.16)	11/7/07	11/29/07	12/11/07
OCO #06	various	Added Emergency Ramp. Added depth of Garage Elevation. Design Modifications to Slabs	\$ 960,769.00	1/19/07	1/21/07	1/21/07
OCO #07	various	For Garage Remediation - Project #11-600	\$ 5,060,879.22	1/11/08	1/23/08	1/23/08
OCO #08	16-840	Upgraded Heating on Hot-Chilled Condenser Pump System (Transfer from LEED)	\$ 618,404.50	3/24/08	3/28/08	3/27/08
OCO #09	15-872	Cooling Tower Upgrades for Sound Attenuation (Transfer from LEED)	\$ 1,488,400.88	3/24/08	3/28/08	3/28/08
OCO #10	15-700	Galvalume-Kelner contract from a GMP to a Lump Sum contract	\$ 3,805,882.84	6/20/08	7/7/08	7/11/08
OCO #11	18-840	Universal Pricing Control Plant Steam and Hot Water Boiler Changes	\$ 748,853.00	8/29/08	7/7/08	7/11/08
OCO #12	16-840	Added steam to hot water heat exchangers. Added cost for 40' log in pipe chases, Add 90' Auto Control Valves and 24' Bypass Pipe, etc.	\$ 1,127,841.00	8/20/08	7/7/08	7/11/08
OCO #13	03-810	Chord Steel Erection Package 1/8/07 and Super Structures Package 12/18/07	\$ 2,382,773.00	8/20/08	7/7/08	7/11/08
OCO #14	various	Delta & Structural Steel Reinforce	\$ 3,117,334.00	8/20/08	7/7/08	7/11/08
OCO #15	03-800	Misc. Concrete Revisions - Includes added SOG, walls, concrete piers, foundations, walls at Truck Dock, Enlightenment Pads at SOG's	\$ 4,938,023.46	8/20/08	7/7/08	7/11/08
OCO #16	04-890	Bid on Masonry scope of work - includes contract to Manual Masonry for Mobilization, Material and Labor for CMU Walls Installation	\$ 889,249.00	8/20/08	7/7/08	7/11/08
OCO #17	02-851/2	Fire Chalcote and Coffers for Emergency Ramp for Turnover Phase and Low Overhead	\$ 205,343.22	8/20/08	7/7/08	7/11/08
OCO #18	05-800	Treatment of Budget from Proforma to Garage for Expansion Control	\$ 800,000.00	8/20/08	7/7/08	7/11/08
OCO #19	08-120	Misc. Steel for South Half of Parking Garage/Convention Center	\$ 2,878,992.00	8/20/08	7/7/08	7/11/08
OCO #20	19-721	POC #81 Misc. Fire Alarm Revisions	\$ 48,165.00	7/19/08	7/31/08	8/4/08
OCO #21	02-893	POC #46 Controlling to Verify Utility Depths	\$ 2,884.47	7/19/08	7/31/08	8/4/08
OCO #22	03-210	POC #41 Scaffolding for East Side for Riser Installation	\$ 2,080,400.00	7/21/08	7/31/08	8/4/08
OCO #23	06-800	POC #8A Buy-out Steel for Expansion Control Contract	\$ 1,251,859.00	7/21/08	7/31/08	8/4/08
OCO #24	07-500	POC #28 TPO Roof Membrane	\$ 131,408.00	7/21/08	7/31/08	8/4/08
OCO #25	07-910	POC #12A for Additional Fireproofing Due to Additional Steel	\$ 80,584.00	7/21/08	7/31/08	8/4/08
OCO #26	15-872	POC #88 Hot Domestic Water Control System in Central Plant	\$ 2,867,049.00	8/19/08	8/19/08	8/20/08
OCO #27	15-400	Misc. Plumbing Revisions (POC #49)	\$ 188,387.00	8/19/08	8/19/08	8/20/08
OCO #28	15-400	Emergency Generator Fuel Fill Stations	\$ 189,836.00	8/19/08	8/19/08	8/20/08
OCO #29	15-400	POC #30 Storm Drains on Pool Deck per Civil Drawings C8.02 & C8.04 dated 9/18/07	\$ 855,006.00	8/19/08	8/19/08	8/20/08
OCO #30	18-800	POC #38 Temporary Parking TCO - Automobile Fire Splitter	\$ 51,408.95	8/19/08	8/19/08	8/20/08
OCO #31	18-800	POC #48 2nd Shift for NPC Yard	\$ 13,608.00	8/19/08	8/19/08	8/20/08
OCO #32	16-800	POC #44 Overlins for South Ramp NPC Underground	\$ 872,233.00	8/19/08	8/20/08	8/21/08
OCO #33	07-100	POC #28 Waterproofing Parking Level 1	\$ 76,455.00	8/19/08	8/20/08	10/2/08
OCO #34	15-400	POC #89 Added Men's and Women's Showers LEED Compliance	\$ 180,000.00	8/19/08	8/20/08	10/2/08
OCO #35	08-200	POC #63 Upgrade to Formaldehyde Free Finish Carpentry & Millwork LEED Compliance	\$ 1,872,689.00	8/19/08	8/20/08	10/2/08
OCO #36	15-872	POC #90 Control Revisions for LEED Compliance	\$ 3,703,808.88	8/19/08	8/20/08	10/2/08
OCO #37	various	POC #58B Delta 7 Revisions for Roof Accessories, Drywall, Central Plant, Fire Protection, Low Voltage and Electrical Work	\$ 444,078.20	8/19/08	8/20/08	10/2/08
OCO #38	03-800	POC #60B Misc. Concrete Revisions	\$ 1,788,896.47	8/19/08	8/20/08	10/2/08
OCO #39	18-400	POC #83 Transfer Chases & Hoisting to Garage from General Conditions				



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#	Cost Code	Description	Amount	Issue Date	Ex	Fully Ex
CCC #40	various	POC #02A Structural Redesign for Revised Mechanical Equipment Loading at the Roof	\$ 2,446,847.73	8/15/08	8/29/08	10/27/08
CCC #41		Revision Calllog for Integral Sound Control - Add Alternates for Per Ceiling	\$ 927,569.00	10/19/08	10/23/08	11/24/08
CCC #42	05-120	POC #48 Misc. Steel Reinforce Delta 4 & 5	\$ 2,937,217.00	10/19/08	11/11/08	11/24/08
CCC #43	05-150	POC #01C Misc Steel Reinforce #03	\$ 2,000,000.00	10/19/08	11/11/08	11/24/08
CCC #44	16-300	POC #48 Misc Electrical Revisions to Convert to Lump Sum Contract	\$ 4,180,888.00	10/19/08	11/11/08	11/24/08
CCC #45		POC #69A Delta 8 Revisions Excavation and Backfill for North Elevator Pit	\$ 150,770.00	10/19/08	11/11/08	11/24/08
CCC #46		POC #68A Delta 7 Revisions	\$ 36,780.39	10/17/08	11/11/08	11/24/08
CCC #47		POC #61 Backfill North Wall	\$ 367,937.40	10/17/08	11/11/08	11/24/08
CCC #48		POC #74 Post Fillers for Switchgear	\$ 634,519.74	10/17/08	11/11/08	11/24/08
CCC #49		POC #80 Overlays to Meet Milestones	\$ 48,288.89	10/17/08	11/11/08	11/24/08
CCC #50	14-100	POC #23 Misc Elevator Revision	\$ 118,181.00	10/17/08	11/11/08	11/24/08
CCC #51		POC #13 East Facade Lowers	\$ 9,789,147.00	10/17/08	11/11/08	11/24/08
CCC #52		POC #68 Budget Transfer for Meeting Rooms from Podium	\$ 8,311,128.00	11/17/08	12/2/08	12/2/08
CCC #53	18-405	POC #84 Transfer Elevator Operators & Mobile Crane Budgets from General Conditions	\$ 1,099,999.00	12/9/08	12/30/08	12/31/08
CCC #54	Various	Various POC's to Reassign Garage Revenue Account	\$ 29,832,032.78	2/16/09	8/16/09	3/16/09
CCC #55	18-050	Transfer Meeting Room Electrical from Podium	\$ 344,771.49	2/20/09	3/9/09	3/10/09
CCC #56	15-700	POC #62 HVAC LEED Requirements	\$ 800,000.00	2/23/09		
CCC #57	05-120	POC #41B.1 Transfer Structural Steel from Podium to Garage	\$ 8,227,616.00	3/26/09		
TOTAL CHANGE - 10330			\$ 475,899,039.99			

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#	Coat Code	Description	Amount	Issue Date	Ex	Ex	Ex
OCO #01	01-990	GC's for OCO's 1, 2, 3 for Podium and OCO's 1, 2 & 3 for Garage	\$ 1,082,844.13	8/17/07	8/25/07	8/25/07	8/27/07
OCO #02	01-400	Credit for Cranes from Tower OCO #02	\$ 410,000.00	8/17/07	8/25/07	8/25/07	8/27/07
OCO #03	01-990	GC's for OCO 08 & 08B, Podium and OCO 08 for Garage	\$ 251,477.16	12/1/07	12/1/07	12/1/07	12/1/07
OCO #04	01-990	GC's for OCO 10B Podium and OCO 4 for Site	\$ 279,875.37	2/25/08	3/27/08	3/27/08	3/29/08
OCO #05	01-990	GC's for OCO's #05 and #08 for the Site Project	\$ 34,014.11	8/24/08	9/25/08	9/25/08	9/27/08
OCO #06	various	GC's for OCO's #12 & 13 for the Podium Project	\$ 2,558,936.74	8/21/08	8/22/08	8/22/08	8/4/08
OCO #07	various	GC's for Podium OCO's 14-17, Garage OCO's 10-18, Tower OCO's 8-12 and Site OCO's 7-9	\$ 1,881,844.84	8/21/08	7/1/08	7/1/08	7/1/08
OCO #08	various	General Conditions Costs for July 2008	\$ 1,088,828.10	7/24/08	8/4/08	8/4/08	7/31/08
OCO #09	01-400	General Conditions Costs for August 2008	\$ 428,000.00	8/19/08	8/19/08	8/19/08	8/20/08
OCO #10	various	General Conditions Costs for Tower Illumination Concepts OCO #17	\$ 20,294,341.28	8/10/08	8/23/08	8/23/08	10/2/08
OCO #11	01-400	Transfer Cranes/Holding - Tower	\$ 1,789,886.47	8/10/08	8/25/08	8/25/08	10/2/08
OCO #12	01-400	Transfer Cranes/Holding - Garage	\$ 3,812,948.25	8/10/08	8/25/08	8/25/08	10/2/08
OCO #13	01-400	Transfer Cranes/Holding - Podium	\$ 2,903,786.95	8/22/08	8/23/08	8/23/08	10/2/08
OCO #14	various	General Conditions for September 2008	\$ 4,519,900.00	8/28/08	12/30/08	12/30/08	12/31/08
OCO #15	01-410	POC 16 Transfer Elevator Operators, Mobile Cranes and Misc. Crane Maintenance Budgets to Podium, Garage & Tower	\$ 4,010,400.00	12/15/08	12/30/08	12/30/08	12/31/08
OCO #16	various	POC 17 General Conditions Future Protections	\$ 2,453,825.00	1/23/09	1/23/09	1/23/09	1/23/09
OCO #17	various	POC 18 General Conditions Future Protections	\$ 4,254,019.45	2/23/09	3/10/09	3/10/09	3/10/09
OCO #18	various	POC 19 General Conditions & Future Protections	\$ 82,332.17	3/12/09			
OCO #19	various	POC #20 Site Back Charges for GC Expenses (Surveying, Misc. Electrical and Plumbing)	\$ (884,363.09)	3/23/09			
OCO #20	01-400	POC #21 Transfer Misc. Crane Budget to Tower	\$ 24,000,000.00	3/23/09			
OCO #21	01-400	POC #22 General Conditions for the Remaining Project	\$ 15,292,304.42				
TOTAL GC's - 10000			\$ 15,292,304.42				

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#	Cost Code	Description	Amount	Issue Date	Ex	Putty Ex
000 #01	Various	Chilled Water Line Trough to the Tower, plus 5% for GC's	\$ 1,059,196.46	8/2/07	8/22/07	8/22/07
000 #02	05-100	Structural Changes per the "Permit Set", dated 4/28/07, plus 5% for GC's	\$ 9,249,000.15	8/2/07	8/22/07	8/22/07
000 #03	Various	Additional Concrete Decks to Accommodate Ventilation in the Valet Garage, plus 5% for GC's	\$ 2,824,844.89	8/2/07	8/22/07	8/22/07
000 #04	01-890	Decker General Conditions for Podium DCO #s 81, 82 & 88 - Moved to General Conditions	\$ (819,830.83)	8/17/07	8/25/07	8/25/07
000 #05	02-800	Move Landscaping, Fountains, Architectural Details and Pools from Site Budget	\$ 44,074,777.50	8/17/07	8/25/07	8/25/07
000 #06	20-800	Increase Podium DCO Budget from the Site project, associated with Landscaping	\$ (827,855.84)	10/8/07	11/30/07	12/1/07
000 #07	81-200	Add LEED Green Budget from Project Number 10600	\$ (22,377,874.89)	11/7/07	11/30/07	12/1/07
000 #08R	Various	COB #61 Foundation Revisions F-1, dated 8/19/07	\$ 1,029,477.12	11/28/07	12/18/07	12/18/07
000 #09R	08-100	COB #62 Structural S-1 Revisions, dated 8/28/07	\$ 2,735,838.00	11/26/07	12/18/07	12/18/07
000 #10R	Various	Foundation Revisions F-2, F-3 & F-4, dated 7/18/07, 8/9/07, 8/16/07	\$ 1,649,809.36	8/19/08	8/28/08	8/28/08
000 #11	Various	POC #10 - Massave Energy Monitoring System/Carbon Dioxide Monitoring System/Added Heat Recovery Coils to AHU's (LEED Transfer)	\$ 2,370,935.46	4/23/08	4/28/08	4/28/08
000 #12	05-100	POC #43, 46, 47, 69 - Structural Revisions S-2 through S-6	\$ 11,657,896.93	5/12/08	6/23/08	6/23/08
000 #13	05-100	POC #19A - Structural Drawing Permit Set Revisions, 4/20/07	\$ 41,899,039.06	6/29/08	6/23/08	6/23/08
000 #14	05-600	Permit for Expansion Joists - RAM Contract in Garage project handling both areas	\$ (600,000.00)	6/29/08	7/7/08	7/1/08
000 #16	11-400	Buy-out of Kitchen Equipment (including Grange) for Food and Beverage	\$ 1,902,095.00	6/29/08	7/7/08	7/1/08
000 #17	08-810	Handrails & Railings - Includes costs associated with Flexible Steel COR #1 for added Stairs on 7-18-07	\$ 467,449.00	6/29/08	7/7/08	7/1/08
000 #18	15-300	Buy-out of the Retail Corridor (Public Circulation) and Meeting Rooms	\$ 277,016.00	6/29/08	7/7/08	7/1/08
000 #19	Various	POC #82 for 10' Insulated Black Steel Separated Fire line	\$ 799,174.00	7/8/08	7/8/08	8/4/08
000 #20	05-120	POC #78 S8 Structural Revisions	\$ 2,953,024.00	7/21/08	7/8/08	8/4/08
000 #21	08-610	POC #84 AMIGP Progress Drawings Dated for 107 - permit costs	\$ 9,799,229.00	7/21/08	7/8/08	8/4/08
000 #22	15-800	POC #83 Eaton Switch Gear/Leban CRAC Units in Data Room	\$ 4,790,828.00	7/22/08	7/8/08	8/4/08
000 #23	15-400	POC #81A Fire Protection Revision, 8/6/07	\$ 485,787.00	9/11/08	9/29/08	10/9/08
000 #24	15-400	POC #85 Added Beverage Cart/Unit and CO System	\$ 1,855,006.00	8/19/08	9/29/08	10/2/08
000 #25	18-400	POC #107 Grange/Rolling Budget Transfer from General Conditions	\$ 1,505,068.00	8/19/08	9/29/08	10/2/08
000 #26	11-054	POC #84 Credit for Window Washing Equipment - Owner Furnished	\$ (4,409,959.00)	8/22/08	9/29/08	10/2/08
000 #27	Various	POC #70B Coffee Shop, Buffet, Room & Sports Book and Sports Deli Approved Venue Budget	\$ (1,805,093.00)	10/19/08	10/23/08	11/24/08
000 #28	Various	POC #78 S-7 Structural Revisions, Drawings dated 1/28/08	\$ 1,214,061.60	10/19/08	10/23/08	11/24/08
000 #29	11-054	POC #84 Credit for Window Washing Equipment - Owner Furnished	\$ (600,000.00)	10/19/08	10/23/08	11/24/08
000 #30	Various	POC #112 Transfer Meeting Room Budget to Garage/Commentary Center Project	\$ 63,811,493.00	11/17/08	12/2/08	12/2/08
000 #31	Various	POC #114 Transfer North Podium Budget to Tower - new Area 100'	\$ (17,472,894.00)	11/17/08	12/2/08	12/2/08
000 #32	Various	POC #79 - 910A General Back of House Venue	\$ 2,843,498.00	11/17/08	12/2/08	12/2/08
000 #33	Various	POC #70 - 910A General Back of House Venue	\$ 442,914.00	11/17/08	12/2/08	12/2/08
000 #34	18-400	POC #107 Transfer Elevator Operator & Mobile Crane Budgets from General Conditions	\$ 1,875,553.00	12/30/08	12/30/08	12/31/08
000 #35	Various	POC #84a AMEP Progress (14) Position Control Units on Roof of Meeting Rooms	\$ 5,184,866.60	12/10/08	12/30/08	12/31/08
000 #36	Various	POC #118 Added Air Handling & Hot Water System for Added Venues	\$ 3,607,939.00	12/11/08	12/30/08	12/31/08
000 #37	06-120	POC #0, 81, 80, 96, 108 & 111 - \$5 to \$12 Revisions	\$ 11,600,000.00	1/19/09	1/28/09	1/28/09
000 #38	14-672	POC #118-1 Gutters/No Added AHU's to Mainline Schedule	\$ 179,390.00	1/19/09	1/28/09	1/28/09
000 #39	Various	POC #17, 20, 21 & 85 - MISC. Elevator Revisions	\$ (665,006.00)	1/19/09	1/28/09	1/28/09
000 #40	Various	POC's to Replicate Position Borrower Account	\$ 3,010,439.85	2/20/09	3/18/09	3/18/09
000 #41	Various	POC #15.1 Transfer Meeting Room Electrical to Garage	\$ (944,771.49)	2/20/09	3/18/09	3/18/09
000 #42	06-120	POC #136 Transfer Structural Steel to Garage	\$ (3,227,815.00)	3/28/09	4/1/09	4/1/09
000 #43	Various	POC #184 Transfer Street Level Landscaping & Hardscaping to Site	\$ (6,768,472.00)	4/20/09	4/28/09	4/28/09
		TOTAL Podium - 10600	\$ 107,195,870.73		715,241,038.73	



Fontainebleau Las Vegas
Owner Change Order Contract Log

#	Cost Code	Description	Amount	Issue Date	Ex	Fully Ex
000 #01	21-200	Reduce LEED Credit Budget and reallocate to Podium, Bldg, Garage and Tower	\$ 59,000,000.00	11/7/07	11/8/07	12/1/07
000 #02	21-200	Increase Garage Budget for revised specifications dated 8/11/07 for Upgraded Pressure Rating	\$ (2,014,895.36)	3/24/08	3/28/08	3/27/08
000 #03	21-200	Increase Podium Budget for Upgraded Nitrogen Energy Monitoring System, Carbon Dioxide System and Heat Recovery Coils to AHU's	\$ (2,370,635.46)	4/24/08	4/28/08	5/2/08
000 #04	21-200	Increase Garage Budget for (2) Added Men's and Women's Showers in Casino Level 2007	\$ (78,455.00)	8/10/08	8/28/08	10/2/08
000 #05	21-200	Increase Garage Budget for Upgrade to Formaldehyde Free Finish Carpentry & Millwork	\$ (180,000.00)	8/11/08	8/28/08	10/2/08
000 #06	21-200	Increase Garage Budget for Control Revisions to meet LEED Requirements	\$ (1,872,889.00)	8/11/08	8/28/08	10/2/08
000 #07	21-200	Increase Garage Budget for Structural Redesign for Revised Mechanical Equipment Loading at Roof	\$ (2,448,647.75)	8/15/08	8/28/08	10/2/08
000 #08	21-200	Increase Tower Budget for Lat Vaneer to Replace Non-LEED Compliant Reconstituted Veneer for Condo Midwork	\$ (139,621.00)	8/18/08	8/28/08	10/2/08
000 #09	21-200	Increase Tower Budget for Lat Vaneer to Replace Non-LEED Compliant Reconstituted Veneer for Condo Wood Doors at (883) Units	\$ (300,000.00)	8/18/08	8/28/08	10/2/08
000 #10	21-200	Increase Tower Budget for POC #340 Lat Vaneer to Replace Non-LEED Compliant Reconstituted Veneer	\$ (49,749.00)	8/18/08	8/28/08	10/2/08
000 #11	21-200	Increase Tower Budget for POC #7, 287 & 388 - LEED Compliance (Includes Fan Coil Units)	\$ (2,531,208.00)	2/8/09	3/2/09	3/10/09
000 #12	21-200	Increase Garage Budget for POC #52 HVAC LEED Compliance Fan Coil Units	\$ (900,000.00)	3/28/09		
TOTAL LEED - 10000			\$ 48,415,130.45		\$ 415,130.45	
Total Owner Change Orders			\$ -318,371,289.24		\$ -2,072,006,387.24	

**Cost to Complete Review Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT “D”

IVI

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VR TO EXHIBIT C-1
 As of 2/28/09

DESCRIPTION	REBORT COSTS AMOUNT				COSTS INCURRED						TOTAL COMPLETED TO DATE (G-J+K)
	CLOSING REBORT BUDGET (A)	PRIOR REBORT BUDGET (D FROM PRIOR MONTH) (B)	CURRENT PERIOD BUDGET MODIFICATIONS (C)	REBORT BUDGET (B+C+D)	PREVIOUS COMPLETED TO DATE (G FROM PRIOR MONTH) (E)	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED TO DATE (E+F+G)	% COMPLETED (G/G)	BALANCE TO COMPLETE (G-I)	TOTAL RETAINAGE (J)	
Construction Hard Costs											
Tower	\$ 643,718,820	\$ 704,188,871	\$ 28,553,907	\$ 730,742,778	\$ 579,402,899	\$ 28,094,163	\$ 607,497,062	83.13%	\$ 123,255,626	\$ 38,945,791	\$ 567,551,282
Pool	\$ 603,115,000	\$ 726,562,059	\$ 3,010,440	\$ 729,572,509	\$ 418,740,665	\$ 31,484,995	\$ 450,225,660	63.73%	\$ 278,347,116	\$ 26,945,718	\$ 424,979,864
Convention	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
Garage/Convention/Central Plant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
Central Plant	\$ 379,869,718	\$ 441,893,321	\$ 29,832,023	\$ 471,725,344	\$ 368,880,481	\$ 22,261,769	\$ 391,142,251	82.98%	\$ 80,323,094	\$ 24,500,667	\$ 368,633,664
Site	\$ 64,269,869	\$ 17,275,127	\$ 1,103,811	\$ 18,378,738	\$ 12,033,149	\$ 203,837	\$ 12,236,986	66.89%	\$ 6,141,752	\$ 627,220	\$ 11,709,768
Bond cost	\$ 6,000,000	\$ 3,054,170	\$ -	\$ 3,054,170	\$ 2,388,630	\$ -	\$ 2,388,630	79.29%	\$ 662,530	\$ -	\$ 2,388,630
Construction Hard Costs Subtotal	\$ 1,703,000,000	\$ 1,862,820,844	\$ 60,593,851	\$ 1,923,414,695	\$ 1,387,446,854	\$ 83,044,755	\$ 1,470,491,609	74.95%	\$ 446,720,316	\$ 81,827,384	\$ 1,372,963,226
LEED Qualification Costs											
LEED Qualification Costs	\$ 22,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 6,267,688	\$ 228,137	\$ 6,495,825	51.79%	\$ 6,067,714	\$ 2,640	\$ 6,498,465
LEED Qualification Costs Subtotal	\$ 22,000,000	\$ 12,546,438	\$ -	\$ 12,546,438	\$ 6,267,688	\$ 228,137	\$ 6,495,825	51.79%	\$ 6,067,714	\$ 2,640	\$ 6,498,465
LEED Sales Tax Benefits											
LEED Sales Tax Benefit	\$ (59,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
LEED Sales Tax Benefit Subtotal	\$ (59,000,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
General Conditions/Requirements/Holding											
CM Staffing	\$ 24,282,242	\$ 30,526,071	\$ 28,408,180	\$ 89,254,293	\$ 30,223,071	\$ 2,409,181	\$ 32,632,252	57.69%	\$ 23,989,589	\$ -	\$ 32,632,252
Field Engineering	\$ 1,162,200	\$ 6,481,845	\$ 62,331	\$ 8,126,376	\$ 6,413,856	\$ 57,651	\$ 6,471,507	100.00%	\$ -	\$ -	\$ 6,471,507
Hazmat Consulting	\$ 300,000	\$ 15,881	\$ -	\$ 315,881	\$ 15,882	\$ -	\$ 15,882	100.00%	\$ -	\$ -	\$ 15,882
COC (OT for inspectors misc certifications)	\$ 4,036,700	\$ 21,331	\$ 60	\$ 4,258,091	\$ 21,295	\$ 135	\$ 21,430	100.00%	\$ -	\$ -	\$ 21,430
Field Office and Equipment	\$ 5,037,840	\$ 3,793,389	\$ 66,009	\$ 8,897,238	\$ 6,123,917	\$ 282,844	\$ 6,406,761	68.53%	\$ 21,003	\$ 40	\$ 6,385,761
Temporary Utilities	\$ 2,466,000	\$ 3,410,237	\$ 224,800	\$ 6,099,037	\$ 3,998,387	\$ 90,012	\$ 4,088,400	100.00%	\$ -	\$ -	\$ 4,088,400
Temporary Protection	\$ 4,528,475	\$ 7,414,089	\$ 393,268	\$ 12,335,832	\$ 5,990,148	\$ 227,743	\$ 6,217,891	94.69%	\$ 17,284	\$ 128,085	\$ 6,345,976
Miscellaneous and Labor Staging	\$ 8,346,000	\$ 13,033,872	\$ 465,034	\$ 21,844,906	\$ 7,414,100	\$ 286,678	\$ 7,699,778	88.76%	\$ 94,691	\$ 13,290	\$ 7,834,069
Clean-up (Contractor and Field)	\$ 2,843,700	\$ 1,658,014	\$ 84,680	\$ 4,586,404	\$ 13,023,169	\$ 492,919	\$ 13,516,088	98.63%	\$ 22,817	\$ 78,187	\$ 13,588,905
General Equipment and Tools	\$ 1,931,000	\$ 1,299,608	\$ 38,783	\$ 3,269,391	\$ 1,653,895	\$ 84,933	\$ 1,738,828	100.00%	\$ -	\$ -	\$ 1,738,828
Project Documentation	\$ 1,625,200	\$ 20,202	\$ 687	\$ 1,646,089	\$ 1,289,855	\$ 27,172	\$ 1,317,027	89.00%	\$ 13,261	\$ -	\$ 1,330,288
Misc. Project Expenses	\$ 922,900	\$ 1,371,271	\$ 154,718	\$ 2,448,889	\$ 1,971,289	\$ 94,282	\$ 2,065,572	97.16%	\$ 60,427	\$ -	\$ 2,126,000
Testing and Inspection (ATC Associates)	\$ 2,000,000	\$ -	\$ -	\$ 2,000,000	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
Reimbursable blanketing	\$ 28,232,410	\$ 411,959	\$ -	\$ 28,644,369	\$ 1,630,687	\$ 107,242	\$ 1,737,929	100.00%	\$ -	\$ -	\$ 1,737,929
Holding	\$ 87,654,074	\$ 77,983,419	\$ 20,254,019	\$ 186,237,439	\$ 77,549,886	\$ 4,053,838	\$ 81,603,724	78.81%	\$ 24,833,698	\$ 220,612	\$ 81,824,336
Sub Total General Conditions/Requirements/Holding	\$ 1,753,834,074	\$ 1,993,150,793	\$ 88,884,000	\$ 2,072,064,793	\$ 1,446,263,228	\$ 87,323,629	\$ 1,533,586,857	74.95%	\$ 519,417,638	\$ 91,750,436	\$ 1,442,139,219
Contingency											
Unallocated Contingency	\$ 111,039,860	\$ 78,648,446	\$ (38,854,000)	\$ 119,442,446	\$ -	\$ -	\$ -	0.00%	\$ 37,994,446	\$ -	\$ 119,442,446
Additional Cost Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -
Contingency Subtotal	\$ 111,039,860	\$ 78,648,446	\$ (38,854,000)	\$ 119,442,446	\$ -	\$ -	\$ -	0.00%	\$ 37,994,446	\$ -	\$ 119,442,446
Insurance											
Insurance package	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 20,230,214	\$ 2,955,243	\$ 23,185,457	62.95%	\$ 14,804,543	\$ -	\$ 23,185,457
Insurance Subtotal	\$ 40,000,000	\$ 40,000,000	\$ -	\$ 40,000,000	\$ 20,230,214	\$ 2,955,243	\$ 23,185,457	62.95%	\$ 14,804,543	\$ -	\$ 23,185,457
Total Construction Costs	\$ 1,904,873,934	\$ 2,059,999,238	\$ 50,000,000	\$ 2,149,999,238	\$ 1,442,493,543	\$ 90,288,772	\$ 1,532,782,315	73.99%	\$ 572,318,924	\$ 91,750,436	\$ 1,441,031,879

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 2/28/08

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED						TOTAL COMPLETED TO DATE (G-J+K)	
	CLOSING RESORT BUDGET (A)	PRIOR BUDGET (B) FROM PRIOR MONTH	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	PREVIOUS COMPLETED DATE (G) FROM PRIOR MONTH	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED TO DATE (H+I+J)	% COMPLETED (G/H)	BALANCE TO COMPLETE (D-G+I)	TOTAL RETAINAGE (J)		
Rooms FF&E												
Condo Suite	\$ 16,360,672	\$ 16,360,672		\$ 16,360,672	\$ 6,837,487	\$ 3,078,402	\$ 10,015,888	65.19%	\$ 5,546,684	\$ -	\$ 10,015,888	\$ 10,015,888
Condo Unit One Bedroom	\$ 7,464,292	\$ 7,464,292		\$ 7,464,292	\$ 4,001,816	\$ 1,437,211	\$ 4,439,027	72.87%	\$ 2,025,265	\$ -	\$ 4,439,027	\$ 4,439,027
Center Suite	\$ 794,293	\$ 794,293	\$ 310,000	\$ 1,084,293	\$ 762,256	\$ 310,613	\$ 1,062,838	96.95%	\$ 1,465	\$ -	\$ 1,062,838	\$ 1,062,838
Junior Suite	\$ 1,599,312	\$ 1,599,312		\$ 1,599,312	\$ 812,220	\$ 244,690	\$ 1,057,900	66.51%	\$ 632,232	\$ -	\$ 1,057,900	\$ 1,057,900
Three Bay Suite	\$ 1,647,402	\$ 2,227,402	\$ 160,000	\$ 2,977,402	\$ 2,904,947	\$ 171,168	\$ 2,975,813	96.90%	\$ 1,589	\$ -	\$ 2,975,813	\$ 2,975,813
Four Bay Suite	\$ 141,962	\$ 141,962	\$ 1,800,000	\$ 1,941,962	\$ 114,000	\$ 1,705,984	\$ 1,819,984	83.72%	\$ 121,988	\$ -	\$ 1,819,984	\$ 1,819,984
Six Bay Suite	\$ 48,673	\$ 48,673	\$ 1,300,000	\$ 1,348,673	\$ -	\$ 1,757,391	\$ 1,757,391	100.00%	\$ -	\$ -	\$ 1,757,391	\$ 1,757,391
Typical King	\$ 44,466,674	\$ 14,456,674	\$ (3,690,000)	\$ 14,456,674	\$ 8,082,634	\$ 677,161	\$ 8,760,695	60.80%	\$ 6,885,678	\$ -	\$ 8,760,695	\$ 8,760,695
Typical Queen	\$ 31,861,197	\$ 30,721,197	\$ -	\$ 30,721,197	\$ 11,398,694	\$ 1,571,072	\$ 12,969,766	47.79%	\$ 14,161,431	\$ -	\$ 12,969,766	\$ 12,969,766
Rooms FF&E Subtotal	\$ 73,744,267	\$ 73,744,267	\$ -	\$ 73,744,267	\$ 34,964,824	\$ 10,951,429	\$ 45,856,152	62.16%	\$ 27,827,818	\$ -	\$ 45,856,152	\$ 45,856,152
Hotel and F&B Operating Equipment												
Bell Desk	\$ 600,464	\$ 600,464		\$ 600,464	\$ -	\$ -	\$ -	0.00%	\$ 506,484	\$ -	\$ -	\$ -
Front Desk	\$ 737,295	\$ 737,295		\$ 737,295	\$ -	\$ -	\$ -	0.00%	\$ 737,295	\$ -	\$ -	\$ -
Housekeeping	\$ 10,627,110	\$ 10,627,110		\$ 10,627,110	\$ -	\$ 6,546	\$ 6,546	0.00%	\$ 10,021,564	\$ -	\$ -	\$ 5,516
Room Reservations	\$ 619,000	\$ 619,000		\$ 619,000	\$ -	\$ -	\$ -	0.00%	\$ 619,000	\$ -	\$ -	\$ -
Pool Operations	\$ 3,606,631	\$ 3,606,631		\$ 3,606,631	\$ -	\$ -	\$ -	0.00%	\$ 3,606,631	\$ -	\$ -	\$ -
Condo Operations	\$ 188,164	\$ 188,164		\$ 188,164	\$ -	\$ -	\$ -	0.00%	\$ 188,164	\$ -	\$ -	\$ -
Hotel Sales	\$ 2,618,607	\$ 2,618,607		\$ 2,618,607	\$ 6,784	\$ 3,463,912	\$ 6,794	0.26%	\$ 198,884	\$ -	\$ 6,794	\$ 6,794
Convention Center	\$ 10,261,397	\$ 10,261,397		\$ 10,261,397	\$ 740,325	\$ 4,224,236	\$ 4,224,236	41.17%	\$ 6,037,161	\$ -	\$ 4,224,236	\$ 4,224,236
Business Center	\$ 646,113	\$ 646,113		\$ 646,113	\$ -	\$ -	\$ -	0.00%	\$ 646,113	\$ -	\$ -	\$ -
Telephone	\$ 499,235	\$ 499,235		\$ 499,235	\$ -	\$ -	\$ -	0.00%	\$ 499,235	\$ -	\$ -	\$ -
Spa	\$ 2,856,128	\$ 2,856,128		\$ 2,856,128	\$ -	\$ 154,971	\$ 154,971	6.42%	\$ 2,703,158	\$ -	\$ 154,971	\$ 154,971
Food & Beverage	\$ 9,853,037	\$ 9,853,037		\$ 9,853,037	\$ 2,468,803	\$ 1,909,297	\$ 4,378,000	44.41%	\$ 5,475,037	\$ -	\$ 4,378,000	\$ 4,378,000
Catering	\$ 6,256,824	\$ 6,256,824		\$ 6,256,824	\$ -	\$ -	\$ -	0.00%	\$ 6,256,824	\$ -	\$ -	\$ -
Hotel and F&B Operating Equipment Subtotal	\$ 48,891,937	\$ 49,081,937	\$ -	\$ 49,081,937	\$ 3,214,021	\$ 6,553,726	\$ 6,767,747	17.66%	\$ 40,314,210	\$ -	\$ 6,767,747	\$ 6,767,747
Kitchen Equipment												
Food Service Equipment	\$ 22,289,240	\$ 22,289,240		\$ 22,289,240	\$ 391,676	\$ 160,037	\$ 64,714	2.43%	\$ 21,757,528	\$ -	\$ 64,714	\$ 64,714
Kitchen Equipment Subtotal	\$ 22,289,240	\$ 22,289,240		\$ 22,289,240	\$ 391,676	\$ 160,037	\$ 64,714	2.43%	\$ 21,757,528	\$ -	\$ 64,714	\$ 64,714
Exterior Signage												
Quotation by YESCO	\$ 28,632,720	\$ 26,932,720		\$ 26,932,720	\$ 6,878,276	\$ 5,418,786	\$ 12,297,061	46.39%	\$ 14,235,659	\$ 1,229,706	\$ 12,297,061	\$ 11,067,355
Exterior Signage Subtotal	\$ 28,632,720	\$ 26,932,720		\$ 26,932,720	\$ 6,878,276	\$ 5,418,786	\$ 12,297,061	46.39%	\$ 14,235,659	\$ 1,229,706	\$ 12,297,061	\$ 11,067,355
Common Area												
FOH	\$ 23,281,213	\$ 23,281,213		\$ 23,281,213	\$ 1,683,469	\$ 1,683,469	\$ 16,016,644	87.07%	\$ 7,865,688	\$ -	\$ 16,016,644	\$ 16,016,644
BOH	\$ 6,394,699	\$ 5,394,699		\$ 5,394,699	\$ 662,194	\$ 4,363,465	\$ 5,345,650	99.28%	\$ 36,649	\$ -	\$ 5,345,650	\$ 5,345,650
Common Area Subtotal	\$ 29,675,912	\$ 28,675,912		\$ 28,675,912	\$ 14,744,360	\$ 6,216,933	\$ 20,961,293	73.12%	\$ 7,704,517	\$ -	\$ 20,961,293	\$ 20,961,293
Gaming FF&E												
Table Games	\$ 3,187,240	\$ 3,187,240		\$ 3,187,240	\$ 771	\$ 714,265	\$ 715,036	22.73%	\$ 2,422,204	\$ -	\$ 715,036	\$ 715,036
Poker	\$ 174,162	\$ 174,162		\$ 174,162	\$ -	\$ -	\$ -	0.00%	\$ 174,162	\$ -	\$ -	\$ -
Slot Operations	\$ 29,322,129	\$ 29,322,129		\$ 29,322,129	\$ -	\$ -	\$ -	0.00%	\$ 29,322,129	\$ -	\$ -	\$ -
R&S	\$ 6,174,424	\$ 6,174,424		\$ 6,174,424	\$ -	\$ 212,970	\$ 212,970	3.44%	\$ 5,962,046	\$ -	\$ 212,970	\$ 212,970
Cage Security	\$ 1,843,950	\$ 1,843,950		\$ 1,843,950	\$ 150,000	\$ -	\$ 190,000	8.13%	\$ 1,693,950	\$ -	\$ 190,000	\$ 190,000
Security	\$ 218,174	\$ 218,174		\$ 218,174	\$ -	\$ -	\$ -	0.00%	\$ 218,174	\$ -	\$ -	\$ -
Gaming FF&E Subtotal	\$ 40,871,939	\$ 40,871,939		\$ 40,871,939	\$ 190,771	\$ 926,444	\$ 1,077,415	2.84%	\$ 39,785,864	\$ -	\$ 1,077,415	\$ 1,077,415
Entertainment												
Theater	\$ 12,283,731	\$ 12,283,731		\$ 12,283,731	\$ -	\$ -	\$ -	0.00%	\$ 12,283,731	\$ -	\$ -	\$ -
Costed FF&E	\$ 200,353,356	\$ 200,353,356		\$ 200,353,356	\$ 60,122,957	\$ 26,301,312	\$ 86,424,269	44.13%	\$ 111,939,727	\$ 1,229,706	\$ 86,424,269	\$ 87,194,863

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 2/28/09

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED						TOTAL COMPLETED TO DATE (G+H-I)
	CLOSING BUDGET (A)	PRIOR BUDGET (B) FROM PRIOR MONTH	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (D+C+B)	PREVIOUS DATE COMPLETED (G) FROM PRIOR MONTH	CURRENT PERIOD COMPLETED (H)	TOTAL COMPLETED TO DATE (G+H-I)	% COMPLETED (I)	BALANCE TO COMPLETE (D-G+H)	TOTAL RETAINAGE (J)	
Entertainment Subtotal	\$ 12,283,731	\$ 12,283,731	\$ -	\$ 12,283,731	\$ -	\$ -	\$ -	0.00%	\$ 12,283,731	\$ -	
A&G and Facilities and IT											
Genoa and Facilities	\$ 2,953,222	\$ 2,953,222	\$ -	\$ 2,953,222	\$ -	\$ 205,625	\$ 1,065,451	35.93%	\$ 1,887,797	\$ -	
Marketing	\$ 686,918	\$ 686,918	\$ -	\$ 686,918	\$ -	\$ -	\$ -	0.00%	\$ 686,918	\$ -	
Engineering	\$ 11,594,656	\$ 11,594,656	\$ -	\$ 11,594,656	\$ 236,957	\$ 236,957	\$ 236,957	2.04%	\$ 11,357,699	\$ -	
Internal Maintenance	\$ 1,171,277	\$ 1,171,277	\$ -	\$ 1,171,277	\$ -	\$ 810,640	\$ 1,214,880	103.72%	\$ (43,603)	\$ 121,488	
Transportation	\$ 194,608	\$ 194,608	\$ -	\$ 194,608	\$ -	\$ -	\$ -	0.00%	\$ 194,608	\$ -	
Retail	\$ 184,973	\$ 184,973	\$ -	\$ 184,973	\$ -	\$ -	\$ -	0.00%	\$ 184,973	\$ -	
Wardrobe	\$ 742,813	\$ 742,813	\$ -	\$ 742,813	\$ 439,615	\$ -	\$ 439,615	59.18%	\$ 303,198	\$ -	
LL											
LL											
Surveillance (Gaming & Hotel)	\$ 47,709,040	\$ 47,709,040	\$ -	\$ 47,709,040	\$ 10,662,878	\$ 3,301,788	\$ 13,964,666	29.25%	\$ 33,754,388	\$ -	
A&G and Facilities and IT Subtotal	\$ 6,683,659	\$ 6,683,659	\$ -	\$ 6,683,659	\$ -	\$ 1,001,463	\$ 1,001,462	15.00%	\$ 5,682,127	\$ -	
A&G and Facilities and IT Subtotal	\$ 71,920,896	\$ 71,920,896	\$ -	\$ 71,920,896	\$ 12,586,488	\$ 6,317,483	\$ 17,912,968	24.91%	\$ 54,007,907	\$ 121,488	
Other FF&E	\$ 126,075,428	\$ 126,075,428	\$ -	\$ 126,075,428	\$ 12,244,267	\$ 8,264,137	\$ 18,930,404	15.10%	\$ 106,085,022	\$ -	
Pre-Opening and Working Capital											
Marketing/Casino											
Bankroll	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	\$ -	\$ -	\$ -	0.00%	\$ 4,000,000	\$ -	
Inventory	\$ 3,150,000	\$ 3,150,000	\$ -	\$ 3,150,000	\$ -	\$ -	\$ -	0.00%	\$ 3,150,000	\$ -	
Uniforms	\$ 5,927,128	\$ 5,927,128	\$ -	\$ 5,927,128	\$ 99,228	\$ 331,000	\$ 424,228	7.16%	\$ 5,502,897	\$ -	
Taxes	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	0.00%	\$ 1,000,000	\$ -	
Pre-Opening											
Payroll Burden	\$ 47,468,454	\$ 35,505,954	\$ (5,300,000)	\$ 30,205,954	\$ 15,481,329	\$ 1,427,272	\$ 16,908,600	55.99%	\$ 12,297,354	\$ -	
Marketing	\$ 28,000,000	\$ 18,287,600	\$ (2,388,000)	\$ 15,899,600	\$ 10,616,285	\$ 2,756,767	\$ 13,371,992	84.16%	\$ 2,510,908	\$ -	
Office and Related	\$ 1,414,000	\$ 3,622,000	\$ 20,000	\$ 3,642,000	\$ 3,495,284	\$ 38,023	\$ 3,534,487	99.78%	\$ 7,819	\$ -	
Rentals	\$ 1,841,000	\$ 1,841,000	\$ -	\$ 1,841,000	\$ 789,273	\$ 13,910	\$ 803,183	49.31%	\$ 831,817	\$ -	
Other	\$ 3,247,000	\$ 7,899,000	\$ 2,600,000	\$ 10,446,000	\$ 7,867,261	\$ 2,980,631	\$ 10,448,112	98.62%	\$ 46,888	\$ -	
Pre-Opening and Working Capital Subtotal	\$ 85,847,678	\$ 80,917,679	\$ (5,065,008)	\$ 75,848,578	\$ 39,338,969	\$ 7,167,983	\$ 45,466,303	59.85%	\$ 30,350,278	\$ -	
Fees / Permits / Taxes / Other											
Building/Electrical											
Permits, Fees, etc	\$ 16,515,823	\$ 14,615,823	\$ -	\$ 14,615,823	\$ 13,039,664	\$ 19,383	\$ 13,059,247	88.97%	\$ 1,456,878	\$ -	
Sugar/Cash	\$ 7,779,400	\$ 7,779,400	\$ -	\$ 7,779,400	\$ 7,734,608	\$ -	\$ 7,734,608	98.42%	\$ 44,792	\$ -	
Hotel Rooms	\$ 1,900,000	\$ 1,900,000	\$ -	\$ 1,900,000	\$ 1,900,000	\$ -	\$ 1,900,000	100.00%	\$ -	\$ -	
Remainder of Premium	\$ 11,181,700	\$ 11,181,700	\$ -	\$ 11,181,700	\$ 7,664,950	\$ -	\$ 7,664,950	67.83%	\$ 3,516,750	\$ -	
Water/Amusement/Ent	\$ 15,500	\$ 288,500	\$ -	\$ 288,500	\$ 86,763	\$ -	\$ 86,763	30.96%	\$ 197,737	\$ -	
Regional connection charges	\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	0.00%	\$ 1,500,000	\$ -	
Health Department / Other Misc. Fees	\$ 4,612,861	\$ 4,612,861	\$ -	\$ 4,612,861	\$ 3,828,112	\$ -	\$ 3,828,112	78.44%	\$ 1,066,849	\$ -	
Overline for Fire Testing											
Transportation Fee											
Design/Entail/Casino											
Design costs	\$ 80,610,050	\$ 87,225,050	\$ 3,100,000	\$ 90,325,050	\$ 87,772,888	\$ 3,116,788	\$ 90,291,644	99.98%	\$ 35,406	\$ -	
Consultant costs	\$ 6,046,650	\$ 10,948,650	\$ 1,800,000	\$ 12,948,650	\$ 10,828,748	\$ 1,772,384	\$ 12,802,130	98.93%	\$ 49,420	\$ -	
Taxes/Local and Other											
Feasibility appraisals	\$ 76,000	\$ 76,000	\$ -	\$ 76,000	\$ -	\$ -	\$ -	0.00%	\$ 76,000	\$ -	
Property taxes	\$ 13,916,487	\$ 6,916,487	\$ -	\$ 6,916,487	\$ 3,966,295	\$ 11,118	\$ 3,910,413	66.10%	\$ 2,006,074	\$ -	
Legal fees/other allowances	\$ 2,561,816	\$ 5,081,816	\$ 160,000	\$ 5,241,816	\$ 5,077,692	\$ 180,640	\$ 5,238,432	99.84%	\$ 3,184	\$ -	
Development Agreement	\$ 4,000,000	\$ 4,501,000	\$ -	\$ 4,501,000	\$ 4,500,518	\$ -	\$ 4,500,518	99.99%	\$ 482	\$ -	
Turnberry Place Ramp	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	
Mock Up Cost	\$ 750,000	\$ 750,000	\$ 5,000	\$ 755,000	\$ 726,207	\$ 24,535	\$ 750,642	98.42%	\$ 4,358	\$ -	
Fees / Permits / Taxes / Other Subtotal	\$ 131,614,077	\$ 155,773,877	\$ 5,085,000	\$ 190,038,077	\$ 145,680,761	\$ 6,108,718	\$ 150,787,479	83.75%	\$ 10,050,598	\$ -	
TOTAL	\$ 1,085,431	\$ 1,085,431	\$ -	\$ 1,085,431	\$ 1,085,431	\$ -	\$ 1,085,431	100.00%	\$ -	\$ -	
	\$ 236,967	\$ 236,967	\$ -	\$ 236,967	\$ 236,967	\$ -	\$ 236,967	100.00%	\$ -	\$ -	
	\$ 1,683,382	\$ 1,683,382	\$ -	\$ 1,683,382	\$ 1,683,382	\$ -	\$ 1,683,382	100.00%	\$ -	\$ -	
	\$ 439,615	\$ 439,615	\$ -	\$ 439,615	\$ 439,615	\$ -	\$ 439,615	100.00%	\$ -	\$ -	
	\$ 13,964,644	\$ 13,964,644	\$ -	\$ 13,964,644	\$ 13,964,644	\$ -	\$ 13,964,644	100.00%	\$ -	\$ -	
	\$ 17,791,591	\$ 17,791,591	\$ -	\$ 17,791,591	\$ 17,791,591	\$ -	\$ 17,791,591	100.00%	\$ -	\$ -	
	\$ 18,866,810	\$ 18,866,810	\$ -	\$ 18,866,810	\$ 18,866,810	\$ -	\$ 18,866,810	100.00%	\$ -	\$ -	
	\$ 424,228	\$ 424,228	\$ -	\$ 424,228	\$ 424,228	\$ -	\$ 424,228	100.00%	\$ -	\$ -	
	\$ 16,008,600	\$ 16,008,600	\$ -	\$ 16,008,600	\$ 16,008,600	\$ -	\$ 16,008,600	100.00%	\$ -	\$ -	
	\$ 13,371,992	\$ 13,371,992	\$ -	\$ 13,371,992	\$ 13,371,992	\$ -	\$ 13,371,992	100.00%	\$ -	\$ -	
	\$ 3,534,487	\$ 3,534,487	\$ -	\$ 3,534,487	\$ 3,534,487	\$ -	\$ 3,534,487	100.00%	\$ -	\$ -	
	\$ 803,183	\$ 803,183	\$ -	\$ 803,183	\$ 803,183	\$ -	\$ 803,183	100.00%	\$ -	\$ -	
	\$ 10,448,112	\$ 10,448,112	\$ -	\$ 10,448,112	\$ 10,448,112	\$ -	\$ 10,448,112	100.00%	\$ -	\$ -	
	\$ 45,466,303	\$ 45,466,303	\$ -	\$ 45,466,303	\$ 45,466,303	\$ -	\$ 45,466,303	100.00%	\$ -	\$ -	
	\$ 13,068,247	\$ 13,068,247	\$ -	\$ 13,068,247	\$ 13,068,247	\$ -	\$ 13,068,247	100.00%	\$ -	\$ -	
	\$ 7,734,608	\$ 7,734,608	\$ -	\$ 7,734,608	\$ 7,734,608	\$ -	\$ 7,734,608	100.00%	\$ -	\$ -	
	\$ 1,900,000	\$ 1,900,000	\$ -	\$ 1,900,000	\$ 1,900,000	\$ -	\$ 1,900,000	100.00%	\$ -	\$ -	
	\$ 7,664,950	\$ 7,664,950	\$ -	\$ 7,664,950	\$ 7,664,950	\$ -	\$ 7,664,950	100.00%	\$ -	\$ -	
	\$ 86,763	\$ 86,763	\$ -	\$ 86,763	\$ 86,763	\$ -	\$ 86,763	100.00%	\$ -	\$ -	
	\$ 3,828,112	\$ 3,828,112	\$ -	\$ 3,828,112	\$ 3,828,112	\$ -	\$ 3,828,112	100.00%	\$ -	\$ -	
	\$ 90,325,050	\$ 90,325,050	\$ -	\$ 90,325,050	\$ 90,325,050	\$ -	\$ 90,325,050	100.00%	\$ -	\$ -	
	\$ 12,948,650	\$ 12,948,650	\$ -	\$ 12,948,650	\$ 12,948,650	\$ -	\$ 12,948,650	100.00%	\$ -	\$ -	
	\$ 76,000	\$ 76,000	\$ -	\$ 76,000	\$ 76,000	\$ -	\$ 76,000	100.00%	\$ -	\$ -	
	\$ 13,916,487	\$ 13,916,487	\$ -	\$ 13,916,487	\$ 13,916,487	\$ -	\$ 13,916,487	100.00%	\$ -	\$ -	
	\$ 2,561,816	\$ 2,561,816	\$ -	\$ 2,561,816	\$ 2,561,816	\$ -	\$ 2,561,816	100.00%	\$ -	\$ -	
	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	\$ 4,000,000	\$ -	\$ 4,000,000	100.00%	\$ -	\$ -	
	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	\$ 750,000	\$ -	\$ 750,000	100.00%	\$ -	\$ -	
	\$ 131,614,077	\$ 131,614,077	\$ -	\$ 131,614,077	\$ 131,614,077	\$ -	\$ 131,614,077	100.00%	\$ -	\$ -	

FONTAINEBLEAU RESORT AND CASINO
 LAS VEGAS, NV
 DETAILED REMAINING COST REPORT
 APPENDIX VII TO EXHIBIT C-1
 As of 2/28/09

DESCRIPTION	RESORT COSTS AMOUNT				COSTS INCURRED					TOTAL COMPLETED TO DATE (G-J+K) (K)
	CLOSING RESORT BUDGET (A)	PRIOR RESORT BUDGET (B) FROM PRIOR MONTH	CURRENT PERIOD BUDGET MODIFICATIONS (C)	RESORT BUDGET (B+C+D)	PREVIOUS COMPLETED DATE (G) FROM PRIOR MONTH (H)	CURRENT PERIOD COMPLETED (F)	TOTAL COMPLETED TO DATE (E+F+G)	% COMPLETED (G/G)	BALANCE TO COMPLETE (D-G+H)		TOTAL RETAINAGE (J)
Debt Service Accrued Through Scheduled Operating										
Debt Service	\$ 382,756,033	\$ 332,379,033	\$ 21,747,000	\$ 354,126,033	\$ 230,704,036	\$ 3,736,924,36	\$ 234,443,960	65.20%	\$ 118,662,072	\$ -
Debt Service Accrued Through Scheduled Operating Subtotal	\$ 382,756,033	\$ 332,379,033	\$ 21,747,000	\$ 354,126,033	\$ 230,704,036	\$ 3,736,924,36	\$ 234,443,960	65.20%	\$ 118,662,072	\$ -
Condominium-Hotel Selling Expense	\$ 46,776,623	\$ 25,000,000	\$ (5,000,000)	\$ 20,000,000	\$ 17,791,815	\$ 66,747	\$ 17,858,563	69.29%	\$ 2,141,437	\$ -
Condominium-Hotel Selling Expense Subtotal	\$ 46,776,623	\$ 25,000,000	\$ (5,000,000)	\$ 20,000,000	\$ 17,791,815	\$ 66,747	\$ 17,858,563	69.29%	\$ 2,141,437	\$ -
Fees and Expenses	\$ 60,740,794	\$ 60,740,794	\$ -	\$ 60,740,794	\$ 59,545,871	\$ -	\$ 59,545,871	98.03%	\$ 1,194,923	\$ -
Fees and Expenses Subtotal	\$ 60,740,794	\$ 60,740,794	\$ -	\$ 60,740,794	\$ 59,545,871	\$ -	\$ 59,545,871	98.03%	\$ 1,194,923	\$ -
COSTS ACCRUED THROUGH OPENING DATE	\$ 608,283,050	\$ 654,804,822	\$ 16,747,000	\$ 671,551,822	\$ 492,041,893	\$ 36,071,012	\$ 508,112,905	76.67%	\$ 163,438,917	\$ -
TOTAL COSTS	\$ 2,929,044,381	\$ 3,060,243,141	\$ 66,747,000	\$ 3,146,990,142	\$ 2,822,423,890	\$ 140,905,394	\$ 2,963,329,183	68.70%	\$ 653,660,978	\$ 68,109,937

(1) To be filed out without offsetting Retainage.

IN BALANCE TO	IN BALANCE TO
Post-Closing Hard Costs Paid to Date %	
Contingency Adjustment	
Required Minimum Contingency Less: Unallocated Contingency Balance (Actual)	
Contingency Adjustment Subtotal	
Other Adjustments	
Required Minimum Cash Support	
Required Minimum Liquidity Account	
Required Minimum Excess Revolver Support Adjustment	
Required Minimum Excess Revolver Support Adjustment for Existing Debt	
Adjustment for Additional Cash Support	
TOTAL	
IN BALANCE TO	
Required Minimum Cash Support	
Other Unallocated In Balance Contingency Adjustment Subtotal	
Required Minimum Liquidity Account	
Required Minimum Excess Revolver Support Adjustment for Additional Cash Support	
Total Other Unallocated In Balance Contingency	
TOTAL CUSHION	

FONTAINEBLEAU RESORT AND CASINO
LAS VEGAS, NV
RETAIL REMAINING COST REPORT
APPENDIX IX TO EXHIBIT C-1
February 28, 2009

DESCRIPTION	CLOSING RETAIL BUDGET (A)	RETAIL BUDGET (B)	RETAIL BUDGET SPE TO DATE (C)
Retail Tenant Allowance	\$ 56,000,000	\$ 56,000,000	\$
Retail Lease Commissions	\$ 6,000,000	\$ 6,000,000	\$
TOTAL RETAIL REMAINING COSTS	\$ 62,000,000	\$ 62,000,000	\$

**Cost to Complete Review Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT "E"



AIA DOCUMENT G703 (Indicate on reverse side) MAKE ONE OF THREE

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FOUNTAINBLEAU LAS VEGAS, LLC
3788 Las Vegas Blvd. South
Las Vegas, NV 89109

PROJECT: FOUNTAINBLEAU LAS VEGAS
3788 Las Vegas Blvd. South
Las Vegas, NV 89109

APPLICATION NO.: 28
PERIOD TO: 3/31/2009

Distribution To:
OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
2766 Las Vegas Blvd. South
Las Vegas, NV 89109

CONSOLIDATED-ALL JOBS: Bergman, Weiss & Associates, Ltd.

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The undersigned Contractor certifies that in the best of his/her 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 correct payment should be made herefor to date.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.

By: _____ Date: _____
State of _____
County of _____
Subscribed and sworn to before me this _____ day of _____
Notary Public
My Commission Expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, I certify that the Contractor has completed the Work in accordance with the Contract Documents, and 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 correct payment should be made herefor to date.

AMOUNT CERTIFIED: _____
Amount explained if amount differs from the amount applied. Refer to Figure on this Application and on the Consolidation Sheet that are changed to conform with the amount certified.

By: _____ Date: _____

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

- 1. ORIGINAL CONTRACT SUM: \$ 1,753,654,074.00
- 2. Net Change by Change Order: \$ 318,371,314.09
- 3. CONTRACT SUM TO DATE (Line 1 & 2): \$ 2,072,025,388.24
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703): \$ 1,856,654,069.13
- 5. RETAINAGE: \$ 89,844,669.13
- 6. TOTAL ASSURED LESS RETAINAGE (Line 4 less Line 5 Total): \$ 1,766,809,400.00
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate): \$ 1,442,927,455.92
- 8. LESS PREVIOUS OWNER FUNDINGS (Line 4 less Line 6): \$ 5,745,772.82
- 9. CURRENT PAYMENT DUE (Line 7 plus Line 8): \$ 119,881,944.08
- 10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 8 less Line 9): \$ 800,233,204.96

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 386,672,032.80	\$ (168,061,268.80)
Total approved this month	87,511,284.36	(7,130,819.90)
TOTALS	\$ 474,183,317.16	\$ (175,192,088.70)
NET CHANGE by Change Order	\$ 318,371,314.09	

Handwritten: fvd 3-30-09

APPLICATION NUMBER 37
 APPLICATION DATE 2/28/2009
 PERIOD TO 2/28/2009

FONTAINEBLEAU LAS VEGAS
 CONSOLIDATED-ALL JOBS

9703 CONTINUAL SHEET
 APPLICATION AND UTILICATE FOR PAYMENT, containing Contractor's
 signed Certification is attached.
 Use Column I on Contracts where vehicle mileage for this item may apply

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK RECEIVED	QUANTIFY RECEIVED	REWARD SCHEDULES OF VALUE	FINANCIALS APPLICATION (P-9)	WORK COMPLETED THIS PERIOD	NATIONALS PRESENTLY STORM (M-9)	TOTAL COMPLETED AND RETURN TO BANK (M-9)	% (M-9)	BALANCE TO PERIOD (P-9)	RETURNS
JOB # 10-100	SITING/SITE	24,241,000.00	159,874,655.16	1,071,332.92	10,349,318.79	12,229,869.04	88,247.44	-	11,229,869.04	47.0%	6,016,176.68	651,359.01
JOB # 10-200	TOWER	852,714,500.00	86,490,041.41	30,170,667.91	755,978,432.34	807,487,051.67	29,654,804.87	1,465,465.90	638,047,113.34	17.0%	94,324,830.05	34,949,167.39
JOB # 10-300	PARKING GARAGE/CONVENTION CENTRAL PLANT	379,086,718.00	61,697,693.32	34,624,708.24	879,999,090.99	301,439,210.44	39,626,101.83	-	481,759,895.67	88.0%	24,109,978.07	25,729,433.88
JOB # 10-400	GENERAL CONDITIONS	84,934,074.00	18,549,474.70	23,857,978.17	108,924,818.48	13,892,134.03	3,774,898.24	-	97,177,399.80	0.0%	21,408,416.92	240,322.32
JOB # 10-500	POUIN	609,118,468.00	517,416,888.37	692,118,640	725,098,164.73	611,333,670.82	27,748,917.98	1,384,207.99	490,328,588.02	17.6%	839,674,805.70	29,914,177.83
JOB # 10-600	LEED Bundles	67,600,000.00	48,439,458.43	13,351,308.08	9,416,150.48	8,402,724.40	159,933.24	-	6,651,887.61	79.4%	2,759,474.84	3,692.06
PROJECT TOTAL												2,759,474.84

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: PONTAINBLEAU LAS VEGAS, LLC
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

VIA ARCHITECT: Bergman, Walls & Associates, Ltd.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

PROJECT: PONTAINBLEAU LAS VEGAS
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

CONTRACTOR: CONSOLIDATED-ALL JOBS

CONTRACT DATE:

Application No. 29
 4/30/2008

OWNER ARCHITECT CONTRACTOR FIELD OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract, Contract No. 0703, is attached.

1. ORIGINAL CONTRACT BILL \$ 1,733,824,874.00

2. Net change by change orders \$ 813,571,282.78

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,547,396,156.78

4. TOTAL COMPLETED & STORED TO DATE (Column G on 0703) \$ 1,748,549,824.38

5. RETAINAGE:

a. % of Completed Work (Column D + E on 0703) \$ 71,882,478.00

b. % of Stored Material (Column F on 0703) \$ 71,882,478.00

Total Retainage (Line 5a + 5b or Total in Column I of 0703) \$ 71,882,478.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 1,875,671,054.70

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from other Certificates) \$ 1,683,024,418.88

8. LESS PREVIOUS OWNER FUNDINGS (Line 7 from other Certificates) \$ 5,748,772.88

9. CURRENT PAYMENT DUE \$ 186,903,863.00

10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 8 less Line 9) \$ 387,354,282.88

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on the observations and the data appearing in application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work has been completed in accordance with the Contract Documents, that all amounts have been paid for the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein to be due.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.

By: _____ Date: _____

Title of: _____

Company of: _____

Holder of: _____

By: _____

AMOUNT CERTIFIED
 (Amount available for amount certified differs from the amount applied. Amount will flow on this Application and on the Contribution Statement that are changed to conform with the amount certified.)

ARCHITECT: _____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor (jointly, severally, jointly and severally) and acceptance of it is without prejudice to any claim of the Owner or Contractor under the Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Change Orders approved in previous months by Owner	\$ 811,833,411.70	\$ (178,551,818.40)
Total approved this month	\$ 87,887,472.00	\$ (6,758,462.20)
TOTAL	\$ 899,720,883.70	\$ (185,310,280.60)
NET CHANGES by Change Order	\$ 714,410,603.10	\$ (185,310,280.60)

5-01-09

APPLICATION NUMBER 24
 APPLICATION DATE 4/20/2009
 PERIOD TO 4/30/2009

FONTAINEBLEAU LAS VEGAS
 CONSOLIDATED-ALL JOBS

0769 CONTINUATIO .BT
 APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's
 40-rod Certificate is attached.
 Use Column on Contracts whose variable values for the items may apply

Job No.	Job Description	Contract No.	Contract Value	Contract Start	Contract End	Contract Status	Contract %	Contract Balance	Contract Change	Contract Total
JOB # 10-100	SITEWORK	9781472.00	9781472.00	12/20/08	07/30/09	100%	100%	9781472.00	0.00	9781472.00
JOB # 10-200	TOWER	65271839.00	76899400.00	01/20/09	07/30/09	100%	100%	76899400.00	0.00	76899400.00
JOB # 10-300	PARKING GARAGE/CONVENTION CENTRAL PLANT	37888110.00	6622712.00	01/20/09	07/30/09	100%	100%	6622712.00	0.00	6622712.00
JOB # 10-400	GENERAL CONTRACTORS	89186074.00	18322202.00	01/20/09	07/30/09	100%	100%	18322202.00	0.00	18322202.00
JOB # 10-500	POOLING	606115486.00	116336322.00	01/20/09	07/30/09	100%	100%	116336322.00	0.00	116336322.00
JOB # 10-600	LEND	87289000.00	48416394.00	01/20/09	07/30/09	100%	100%	48416394.00	0.00	48416394.00
PROJECT TOTAL		178582474.00	318271222.00	05/20/08	07/30/09	100%	100%	318271222.00	0.00	318271222.00

APPLICATION AND CERTIFICATE FOR PAYMENT

ALL DOCUMENTS
 PROJECT: FONTAINEBLEAU LAS VEGAS
 3769 Las Vegas Blvd. South
 Las Vegas, NV 89109
 JOB # 1010
 VIA ARCHITECT: Turnberry West Construction, Inc.
 3769 Las Vegas Blvd. South
 Las Vegas, NV 89109
 DISTRIBUTION NO.: 41602000
 OWNER: ARCHITECT
 CONTRACTOR: FIELD
 OTHER: OTHER

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: _____ Date: _____
 Title: _____
 Submitted and sworn to before me this _____ day of _____
 My Commission Expires: _____

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 certain payment details (amounts) is true and correct.

3. RETAINAGE
 a. % of Completed Work (Column D + E on G703) \$ 604,388.78
 b. % of Stored Material (Column F on G703) \$ 0.00

4. TOTAL COMPLETED & STORED TO DATE (Line 4 less Line 3) \$ 12,403,164.64
 5. TOTAL PAID (Line 5 plus Line 6) \$ 11,898,724.99
 6. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates) \$ 11,299,889.87
 7. LESS PREVIOUS OWNER FUNDING \$ 26,877.90
 8. CURRENT PAYMENT DUE (Line 4 less Line 5, 6, 7) \$ 134,577.23
 9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 8 less Line 9) \$ 16,206,631.87

AMOUNT CERTIFIED: \$134,577.23
 (Amount applicable if amount certified differs from the amount applied. Enter an figure on this Application and on the Continuation Sheet and are changed to conform with the amount certified.)
 ARCHITECT: _____
 BY: _____
 DATE: _____

THIS CERTIFICATE IS NOT NEGOTIABLE. THE AMOUNT CERTIFIED IS PAYABLE ONLY TO THE CONTRACTOR NAMED HEREIN. IN FULL PAYMENT AND ACCEPTANCE OF PAYMENT, THE CONTRACTOR RELEASES ALL RIGHTS OF THE OWNER OR CONTRACTOR UNDER THIS CONTRACT.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 9,355,183.10	\$ (44,307,819.34)
Total approved this month	\$ 9,759,472.00	
TOTALS	\$ 19,114,655.10	\$ (44,307,819.34)
NET CHANGES BY CHANGE ORDER		\$ (25,193,164.24)

560 4-029 09

APPLICATION NUMBER 1803
APPLICATION DATE 4/20/09
PERIOD TO

FORTABELLAU LAS VEGAS
SITIOFFSITE
JOB #10100

9765 CONTINUITY WEST
DATE FOR PAYMENT, containing Contractor's
applied conditions is attached.
Use Column 1 on Contracts where vehicle rentals for the items may apply

A ITEM NO	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D PRIOR REVISIONS	E CURRENT REVISIONS	F REVISOR SCHEDULE OF VALUES	G PRICE PREVIOUS APPLICATION (D+B)	H WORK COMPLETED THIS PERIOD	I MATERIALS PRESENTLY STORED IN LOT IN D.C.S.	J TOTAL COMPLETED AND STORED TO DATE (D+I+J)	K % (C/K)	L BALANCE TO FINISH (C-K)	M RETAINAGE
02-200	CONCRETE - STRENGTH											
02-201	Site Preparation - So. Nevada Energy	200,000.00	200,000.00		200,000.00	200,000.00			200,000.00	100.0%	2,000.00	10,236.06
02-202	Site Preparation - Advanced Distribution Timekeeping	77,783.34	77,783.34		77,783.34	77,783.34			77,783.34	100.0%	3,847.64	
02-203	Site Preparation - Advanced Distribution Timekeeping	7,783.34	7,783.34		7,783.34	7,783.34			7,783.34	100.0%	47,641.67	
02-204	Site Preparation - Advanced Distribution Timekeeping	3,847.64	3,847.64		3,847.64	3,847.64			3,847.64	100.0%	235,288.64	
02-205	Site Preparation - Advanced Distribution Timekeeping	47,641.67	47,641.67		47,641.67	47,641.67			47,641.67	100.0%	27,871.13	94,360.17
02-206	Site Preparation - Advanced Distribution Timekeeping	188,000.00	188,000.00		188,000.00	188,000.00			188,000.00	100.0%	188,000.00	
02-207	Site Preparation - Advanced Distribution Timekeeping	235,288.64	235,288.64		235,288.64	235,288.64			235,288.64	100.0%	17,806.30	
02-208	Site Preparation - Advanced Distribution Timekeeping	27,871.13	27,871.13		27,871.13	27,871.13			27,871.13	100.0%	94,360.17	
02-209	Site Preparation - Advanced Distribution Timekeeping	94,360.17	94,360.17		94,360.17	94,360.17			94,360.17	100.0%	4,062.22	
02-210	Site Preparation - Advanced Distribution Timekeeping	4,062.22	4,062.22		4,062.22	4,062.22			4,062.22	100.0%	12,877.78	
02-211	Site Preparation - Advanced Distribution Timekeeping	12,877.78	12,877.78		12,877.78	12,877.78			12,877.78	100.0%	442,946.08	
02-212	Site Preparation - Advanced Distribution Timekeeping	442,946.08	442,946.08		442,946.08	442,946.08			442,946.08	100.0%	59,241.68	
02-213	Site Preparation - Advanced Distribution Timekeeping	59,241.68	59,241.68		59,241.68	59,241.68			59,241.68	100.0%	800.00	
02-214	Site Preparation - Advanced Distribution Timekeeping	800.00	800.00		800.00	800.00			800.00	100.0%	7,200.00	
02-215	Site Preparation - Advanced Distribution Timekeeping	7,200.00	7,200.00		7,200.00	7,200.00			7,200.00	100.0%	546.00	
02-216	Site Preparation - Advanced Distribution Timekeeping	546.00	546.00		546.00	546.00			546.00	100.0%	0.00	
02-217	Site Preparation - Advanced Distribution Timekeeping	0.00	0.00		0.00	0.00			0.00	100.0%	246,000.00	
02-218	Site Preparation - Advanced Distribution Timekeeping	246,000.00	246,000.00		246,000.00	246,000.00			246,000.00	100.0%	60,000.00	
02-219	Site Preparation - Advanced Distribution Timekeeping	60,000.00	60,000.00		60,000.00	60,000.00			60,000.00	100.0%	970,996.00	
02-220	Site Preparation - Advanced Distribution Timekeeping	970,996.00	970,996.00		970,996.00	970,996.00			970,996.00	100.0%	24,797.00	
02-221	Site Preparation - Advanced Distribution Timekeeping	24,797.00	24,797.00		24,797.00	24,797.00			24,797.00	100.0%	172,731.00	
02-222	Site Preparation - Advanced Distribution Timekeeping	172,731.00	172,731.00		172,731.00	172,731.00			172,731.00	100.0%	144,357.00	17,806.37
02-223	Site Preparation - Advanced Distribution Timekeeping	144,357.00	144,357.00		144,357.00	144,357.00			144,357.00	100.0%	67,771.69	
02-224	Site Preparation - Advanced Distribution Timekeeping	67,771.69	67,771.69		67,771.69	67,771.69			67,771.69	100.0%	17,806.37	
02-225	Site Preparation - Advanced Distribution Timekeeping	17,806.37	17,806.37		17,806.37	17,806.37			17,806.37	100.0%	90,944.04	
02-226	Site Preparation - Advanced Distribution Timekeeping	90,944.04	90,944.04		90,944.04	90,944.04			90,944.04	100.0%	522,766.08	
02-227	Site Preparation - Advanced Distribution Timekeeping	522,766.08	522,766.08		522,766.08	522,766.08			522,766.08	100.0%	191,734.00	
02-228	Site Preparation - Advanced Distribution Timekeeping	191,734.00	191,734.00		191,734.00	191,734.00			191,734.00	100.0%	409,000.00	
02-229	Site Preparation - Advanced Distribution Timekeeping	409,000.00	409,000.00		409,000.00	409,000.00			409,000.00	100.0%	24,122.06	
02-230	Site Preparation - Advanced Distribution Timekeeping	24,122.06	24,122.06		24,122.06	24,122.06			24,122.06	100.0%	261,706.00	
02-231	Site Preparation - Advanced Distribution Timekeeping	261,706.00	261,706.00		261,706.00	261,706.00			261,706.00	100.0%	1,687.60	
02-232	Site Preparation - Advanced Distribution Timekeeping	1,687.60	1,687.60		1,687.60	1,687.60			1,687.60	100.0%	6,004.11	
02-233	Site Preparation - Advanced Distribution Timekeeping	6,004.11	6,004.11		6,004.11	6,004.11			6,004.11	100.0%	3,840.00	
02-234	Site Preparation - Advanced Distribution Timekeeping	3,840.00	3,840.00		3,840.00	3,840.00			3,840.00	100.0%	123,740.00	
02-235	Site Preparation - Advanced Distribution Timekeeping	123,740.00	123,740.00		123,740.00	123,740.00			123,740.00	100.0%	51,000.00	
02-236	Site Preparation - Advanced Distribution Timekeeping	51,000.00	51,000.00		51,000.00	51,000.00			51,000.00	100.0%	193,776.81	
02-237	Site Preparation - Advanced Distribution Timekeeping	193,776.81	193,776.81		193,776.81	193,776.81			193,776.81	100.0%	810,016.00	
02-238	Site Preparation - Advanced Distribution Timekeeping	810,016.00	810,016.00		810,016.00	810,016.00			810,016.00	100.0%	3,142,000.00	
02-239	Site Preparation - Advanced Distribution Timekeeping	3,142,000.00	3,142,000.00		3,142,000.00	3,142,000.00			3,142,000.00	100.0%	1,740.00	
02-240	Site Preparation - Advanced Distribution Timekeeping	1,740.00	1,740.00		1,740.00	1,740.00			1,740.00	100.0%	3,240.00	
02-241	Site Preparation - Advanced Distribution Timekeeping	3,240.00	3,240.00		3,240.00	3,240.00			3,240.00	100.0%	203,476.00	
02-242	Site Preparation - Advanced Distribution Timekeeping	203,476.00	203,476.00		203,476.00	203,476.00			203,476.00	100.0%	2,165,916.00	
02-243	Site Preparation - Advanced Distribution Timekeeping	2,165,916.00	2,165,916.00		2,165,916.00	2,165,916.00			2,165,916.00	100.0%	0.00	
02-244	Site Preparation - Advanced Distribution Timekeeping	0.00	0.00		0.00	0.00			0.00	100.0%	0.00	

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTAINEBLEAU LAS VEGAS, L.L.C.
 PROJECT: FONTAINEBLEAU LAS VEGAS
 2701 Las Vegas Blvd. South
 Las Vegas, NV 89109

FROM CONTRACTOR: TURBERRY WEST CONSTRUCTION, INC.
 2755 Las Vegas Blvd. South
 Las Vegas, NV 89109

VIA ARCHITECT: ARCHITECT
 FIELD
 OTHER

CONTRACT DATE: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as set forth below, in connection with the Contract Contention Sheet, AIA Document G703, in accordance with the Contract Documents.

1. ORIGINAL CONTRACT SUM: \$ 858,718,830.00
2. Net Change by Change Order: \$ 70,822,619.32
3. CONTRACT BALANCE TO DATE (Column G on G703): \$ 758,527,459.32
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703): \$ 639,397,248.02
5. RETAINAGE:
 - a. % of Completed Work: 10%
 - b. (Column D + E on G703): \$ 20,739,627.87
 - c. % of Stored Material: 10%
 - d. (Column F on G703): \$ 20,739,627.87
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total): \$ 618,657,620.15
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificates): \$ 399,251,399.98
8. LESS PREVIOUS OWNER FUNDINGS: \$ 61,664,535.00
9. CURRENT PAYMENT DUE (Line 6 less Line 7): \$ 219,406,220.17
10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 8 less Line 9): \$ 34,088,671.27

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	150,854,548.30	(28,434,539.88)
Total approved this month	\$	\$
TOTAL \$	150,854,548.30	(28,434,539.88)
NET CHANGES by Change Order	150,854,548.30	(28,434,539.88)

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 withheld from the Owner, and that current payment is due in full.

CONTRACTOR: TURBERRY WEST CONSTRUCTION, INC.

By: _____ Date: _____
 State of _____
 County of _____
 Subjected to payment to holder of this check day of _____
 2009
 My Commission expires _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the other supporting information, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the work programmed as itemized in the Contract Documents is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: _____
 (Amount may include amount certified from the amount applied. Initial all items on this Application and on the Check/Order Sheet that are changed to conform with the amount certified.)

By: _____ Date: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Payments, payments and assignments of payment are without prejudice to any rights of the Owner or Contractor under the Contract.

X 420 5-01-09

APPLICATION NUMBER 29
 4302049
 APPLICATION DATE 4/30/2009

FONTAINEBLEAU LAS VEGAS
 TORRES
 JOB #11099

NOTATION SHEET
 APPLICANT AND CERTIFICATE FOR PAYMENT, consultant's
 signed Certificate is attached.
 Use Column I on Contracts whose reliable ratings for the client may vary.

ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PRICE REVISIONS	CUMULATIVE REVISIONS	STATUS OF VALUES	WORK COMPLETED TO DATE APPROXIMATE (%)	WORK COMPLETED TO DATE (%)	AVANCEMENTS PREVIOUSLY STORED (DOLLARS)	TOTAL COMPLETED AND STORED TO DATE (DOLLARS)	% (MAX)	BALANCE TO BIDDING (DOLLARS)	REMARKS
00-000	GENERAL CONTRACTOR											
00-001	GENERAL CONTRACTOR											
00-002	GENERAL CONTRACTOR											
00-003	GENERAL CONTRACTOR											
00-004	GENERAL CONTRACTOR											
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00-100	GENERAL CONTRACTOR											

APPLICATION FOR CERTIFICATE FOR PAYMENT

TO OWNERS: ATTARBLEAU LAS VEGAS, LLC
 FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2788 Las Vegas Blvd. South
 Las Vegas, NV 89109

PROJECT: JOB # 10000
 MA ARCHITECTS
 Parking Garage, Convention Center & Central Plant
 Bergman, Ward & Associates, Ltd.
 Las Vegas, NV 89109

APPLICATION NO.: 28
 PERIOD TO: 4/20/2009

CONTRACT DATE: _____

Distribution No.:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in accordance with the Contract.
 (Contract No. AIA Document G703 is attached.)

1. ORIGINAL CONTRACT SUM _____ \$ 379,895,719.00

2. Net Change by Change Order _____ \$ 98,849,312.66

3. CONTRACT SUM TO DATE (Line 1 & 2) _____ \$ 478,745,031.66

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) _____ \$ 439,470,873.83

5. RETAINAGE

a. % of Completed Work _____ 20.00%
 (Column D + E on G703)

b. % of Stored Material _____ 10.00%
 (Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) _____ \$ 20,814,157.83

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) _____ \$ 417,656,615.94

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT _____ \$ 890,822,899.28

8. LESS PREVIOUS OWNER FUNDING _____ \$ 5,150,300.31

9. CURRENT PAYMENT DUE _____ \$ 31,683,416.35

10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 8 less Line 9) _____ \$ 89,473,212.22

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on visible observations and the data heretofore furnished, 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 _____ \$ 31,683,416.35

Application and on the Contracted Sheet that are changed to conform with the amount certified.

ARCHITECT: _____
 Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous invoices by Owner	\$ 110,800,247.77	\$ 114,077,834.42
Total approved this month	\$ 118,850,247.77	\$ -
TOTALS	\$ 229,650,495.54	\$ 114,077,834.42
NET CHANGES by Change Order	\$ 114,573,247.77	\$ -

Handwritten: 800 4-28-09

FOYKES/SAUL LAS VEGAS
CASINO CONVENTION CENTER & CENTRAL PLANT
JOB #1000

07/04 CONTRACTION 9/11/09
APPLICATION AND BID STATE FOR PAYMENT, including Contractor's
Legal Counsel fees is attached.
Use Column 1 on Contracts where variable bid/price for the items may apply

APPLICATION NUMBER 2709
APPLICATION DATE 7/1/09
PERIOD TO 7/1/09

A	B	C	D	E	F	G	H	I	J		
ITEM NO	DESCRIPTION OF WORK	SCHEDULE OF VALUES	PREVIOUS REVISIONS	CURRENT REVISIONS	REMOVED SCHEDULE OF VALUES	WORK COMPLETED THIS PERIOD	WATER VALUE PREVIOUSLY STORED (NOT IN COLUMN D)	TOTAL COMPLETED AND STORED TO DATE (C+D+E+F)	% (G/H)	BALANCE TO FINISH (I-J)	NET/USAGE
02-001	GENERAL CONTRACTOR					2,084.15		2,084.15	100.0%		
02-002	CONCRETE WORK					6,419.00		6,419.00	100.0%		
02-003	STEEL ERECTION					1,187.00		1,187.00	100.0%		
02-004	MECHANICAL					9,889,870.00		9,889,870.00	100.0%		
02-005	ELECTRICAL					2,304.38		2,304.38	100.0%		
02-006	PAINT					99,370.19		99,370.19	100.0%		
02-007	IRONWORK					14,670.85		14,670.85	100.0%		
02-008	GLASS CURTAIN WALL					34,411.75		34,411.75	100.0%		
02-009	MECHANICAL					97,231.40		97,231.40	100.0%		
02-010	MECHANICAL					16,082.01		16,082.01	100.0%		
02-011	MECHANICAL					9,208,199.82		9,208,199.82	100.0%		
02-012	MECHANICAL					10,776		10,776	100.0%		
02-013	MECHANICAL					42,74		42,74	100.0%		
02-014	MECHANICAL					5,170.80		5,170.80	100.0%		
02-015	MECHANICAL					3,471.87		3,471.87	100.0%		
02-016	MECHANICAL					14,933,222.24		14,933,222.24	100.0%		
02-017	MECHANICAL					6,420.00		6,420.00	100.0%		
02-018	MECHANICAL					14,703,589.00		14,703,589.00	100.0%		
02-019	MECHANICAL					988,441.00		988,441.00	100.0%		
02-020	MECHANICAL					1,328,983.78		1,328,983.78	100.0%		
02-021	MECHANICAL					227,083.88		227,083.88	100.0%		
02-022	MECHANICAL					7,288.04		7,288.04	100.0%		
02-023	MECHANICAL					149,482,481.20		149,482,481.20	100.0%		
02-024	MECHANICAL					48,099.02		48,099.02	100.0%		
02-025	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-026	MECHANICAL					4,480.18		4,480.18	100.0%		
02-027	MECHANICAL					2,484.31		2,484.31	100.0%		
02-028	MECHANICAL					110.26		110.26	100.0%		
02-029	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-030	MECHANICAL					48,099.02		48,099.02	100.0%		
02-031	MECHANICAL					2,484.31		2,484.31	100.0%		
02-032	MECHANICAL					110.26		110.26	100.0%		
02-033	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-034	MECHANICAL					48,099.02		48,099.02	100.0%		
02-035	MECHANICAL					2,484.31		2,484.31	100.0%		
02-036	MECHANICAL					110.26		110.26	100.0%		
02-037	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-038	MECHANICAL					48,099.02		48,099.02	100.0%		
02-039	MECHANICAL					2,484.31		2,484.31	100.0%		
02-040	MECHANICAL					110.26		110.26	100.0%		
02-041	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-042	MECHANICAL					48,099.02		48,099.02	100.0%		
02-043	MECHANICAL					2,484.31		2,484.31	100.0%		
02-044	MECHANICAL					110.26		110.26	100.0%		
02-045	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-046	MECHANICAL					48,099.02		48,099.02	100.0%		
02-047	MECHANICAL					2,484.31		2,484.31	100.0%		
02-048	MECHANICAL					110.26		110.26	100.0%		
02-049	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-050	MECHANICAL					48,099.02		48,099.02	100.0%		
02-051	MECHANICAL					2,484.31		2,484.31	100.0%		
02-052	MECHANICAL					110.26		110.26	100.0%		
02-053	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-054	MECHANICAL					48,099.02		48,099.02	100.0%		
02-055	MECHANICAL					2,484.31		2,484.31	100.0%		
02-056	MECHANICAL					110.26		110.26	100.0%		
02-057	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-058	MECHANICAL					48,099.02		48,099.02	100.0%		
02-059	MECHANICAL					2,484.31		2,484.31	100.0%		
02-060	MECHANICAL					110.26		110.26	100.0%		
02-061	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-062	MECHANICAL					48,099.02		48,099.02	100.0%		
02-063	MECHANICAL					2,484.31		2,484.31	100.0%		
02-064	MECHANICAL					110.26		110.26	100.0%		
02-065	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-066	MECHANICAL					48,099.02		48,099.02	100.0%		
02-067	MECHANICAL					2,484.31		2,484.31	100.0%		
02-068	MECHANICAL					110.26		110.26	100.0%		
02-069	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-070	MECHANICAL					48,099.02		48,099.02	100.0%		
02-071	MECHANICAL					2,484.31		2,484.31	100.0%		
02-072	MECHANICAL					110.26		110.26	100.0%		
02-073	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-074	MECHANICAL					48,099.02		48,099.02	100.0%		
02-075	MECHANICAL					2,484.31		2,484.31	100.0%		
02-076	MECHANICAL					110.26		110.26	100.0%		
02-077	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-078	MECHANICAL					48,099.02		48,099.02	100.0%		
02-079	MECHANICAL					2,484.31		2,484.31	100.0%		
02-080	MECHANICAL					110.26		110.26	100.0%		
02-081	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-082	MECHANICAL					48,099.02		48,099.02	100.0%		
02-083	MECHANICAL					2,484.31		2,484.31	100.0%		
02-084	MECHANICAL					110.26		110.26	100.0%		
02-085	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-086	MECHANICAL					48,099.02		48,099.02	100.0%		
02-087	MECHANICAL					2,484.31		2,484.31	100.0%		
02-088	MECHANICAL					110.26		110.26	100.0%		
02-089	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-090	MECHANICAL					48,099.02		48,099.02	100.0%		
02-091	MECHANICAL					2,484.31		2,484.31	100.0%		
02-092	MECHANICAL					110.26		110.26	100.0%		
02-093	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-094	MECHANICAL					48,099.02		48,099.02	100.0%		
02-095	MECHANICAL					2,484.31		2,484.31	100.0%		
02-096	MECHANICAL					110.26		110.26	100.0%		
02-097	MECHANICAL					2,818,193.00		2,818,193.00	100.0%		
02-098	MECHANICAL					48,099.02		48,099.02	100.0%		
02-099	MECHANICAL					2,484.31		2,484.31	100.0%		
02-100	MECHANICAL					110.26		110.26	100.0%		

APPLICATION NUMBER 10009
 APPLICATION DATE 4/20/09
 PERIOD TO

PONTIAC/BLAU LAS VEGAS
 GAMING, RECREATION CENTER & CASINO PLANT
 JOB #1004

6715 CONTINUATION #...
 APPLICATION AND JOB #... FOR PAYMENT, containing Customer's
 signed certification is attached.
 Use Column 161 Contains values include retainage for the items they apply

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z				
ITEM NO	DESCRIPTION OF WORK	SCHEDULE OF VALUES	PRIOR REVISIONS	CURRENT REVISIONS	REVISED SCHEDULE OF VALUES	WORK PERFORMED - APPLICATION (P4)	WORKING THIS PERIOD	MATERIALS PRESENTLY STORED - (NOT IN P4)	TOTAL COMPLETED AND STORED TO DATE (P4+P5)	% PAID	BALANCE TO FINISH (C4)	RETAINAGE	APPROVALS	DATE	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO	PERIOD TO			
02-244	Small Trade Area Improvements	11,875.00			11,875.00	11,875.00	2,487.51		11,875.00	100.0%																			
02-245	Small Trade Area Improvements	22,483.33			22,483.33	22,483.33	987.08		22,483.33	100.0%																			
02-246	Small Trade Area Improvements	7,791.97			7,791.97	7,791.97	987.08		7,791.97	100.0%																			
02-247	Small Trade Area Improvements	1,172.16			1,172.16	1,172.16			1,172.16	100.0%																			
02-248	Small Trade Area Improvements	31,614.14			31,614.14	31,614.14			31,614.14	100.0%																			
02-249	Small Trade Area Improvements	2,846.23			2,846.23	2,846.23			2,846.23	100.0%																			
02-250	Small Trade Area Improvements	4,744.49			4,744.49	4,744.49			4,744.49	100.0%																			
02-251	Small Trade Area Improvements	905.71			905.71	905.71			905.71	100.0%																			
02-252	Small Trade Area Improvements	2,442.83			2,442.83	2,442.83			2,442.83	100.0%																			
02-253	Small Trade Area Improvements	42,091.19			42,091.19	42,091.19			42,091.19	100.0%																			
02-254	Small Trade Area Improvements	39,463.89			39,463.89	39,463.89			39,463.89	100.0%																			
02-255	Small Trade Area Improvements	8,793.00			8,793.00	8,793.00			8,793.00	100.0%																			
02-256	Small Trade Area Improvements	39,463.89			39,463.89	39,463.89			39,463.89	100.0%																			
02-257	Small Trade Area Improvements	8,793.00			8,793.00	8,793.00			8,793.00	100.0%																			
02-258	Small Trade Area Improvements	1,818.86			1,818.86	1,818.86			1,818.86	100.0%																			
02-259	Small Trade Area Improvements	18,239.30			18,239.30	18,239.30			18,239.30	100.0%																			
02-260	Small Trade Area Improvements	1,075.84			1,075.84	1,075.84			1,075.84	100.0%																			
02-261	Small Trade Area Improvements	30,000.00			30,000.00	30,000.00			30,000.00	100.0%																			
02-262	Small Trade Area Improvements	4,876.89			4,876.89	4,876.89			4,876.89	100.0%																			
02-263	Small Trade Area Improvements	64,807.27			64,807.27	64,807.27			64,807.27	100.0%																			
02-264	Small Trade Area Improvements	81,172.72			81,172.72	81,172.72			81,172.72	100.0%																			
02-265	Small Trade Area Improvements	149,266.96			149,266.96	149,266.96			149,266.96	100.0%																			
02-266	Small Trade Area Improvements	1,096,817.27			1,096,817.27	1,096,817.27			1,096,817.27	100.0%																			
02-267	Small Trade Area Improvements	17,227,846.10			17,227,846.10	17,227,846.10			17,227,846.10	100.0%																			
02-268	Small Trade Area Improvements	483.00			483.00	483.00			483.00	100.0%																			
02-269	Small Trade Area Improvements	3,487,311.08			3,487,311.08	3,487,311.08			3,487,311.08	100.0%																			
02-270	Small Trade Area Improvements	183,829.91			183,829.91	183,829.91			183,829.91	100.0%																			
02-271	Small Trade Area Improvements	7,207.30			7,207.30	7,207.30			7,207.30	100.0%																			
02-272	Small Trade Area Improvements	1,787.50			1,787.50	1,787.50			1,787.50	100.0%																			
02-273	Small Trade Area Improvements	281,792.12			281,792.12	281,792.12			281,792.12	100.0%																			
02-274	Small Trade Area Improvements	8,698.00			8,698.00	8,698.00			8,698.00	100.0%																			
02-275	Small Trade Area Improvements	8,400.39			8,400.39	8,400.39			8,400.39	100.0%																			
02-276	Small Trade Area Improvements	21,316.06			21,316.06	21,316.06			21,316.06	100.0%																			
02-277	Small Trade Area Improvements	8,840.89			8,840.89	8,840.89			8,840.89	100.0%																			
02-278	Small Trade Area Improvements	87,268.00			87,268.00	87,268.00			87,268.00	100.0%																			
02-279	Small Trade Area Improvements	1,870,899.82			1,870,899.82	1,870,899.82			1,870,899.82	100.0%																			
02-280	Small Trade Area Improvements	848,207.82			848,207.82	848,207.82			848,207.82	100.0%																			
02-281	Small Trade Area Improvements	4,876.00			4,876.00	4,876.00			4,876.00	100.0%																			
02-282	Small Trade Area Improvements	8,847,812.20			8,847,812.20	8,847,812.20			8,847,812.20	100.0%																			
02-283	Small Trade Area Improvements	14,900.00			14,900.00	14,900.00			14,900.00	100.0%																			
02-284	Small Trade Area Improvements	30,146.80			30,146.80	30,146.80			30,146.80	100.0%																			
02-285	Small Trade Area Improvements	187,878.72			187,878.72	187,878.72			187,878.72	100.0%																			
02-286	Small Trade Area Improvements	164,992.59			164,992.59	164,992.59			164,992.59	100.0%																			
02-287	Small Trade Area Improvements	12,188.10			12,188.10	12,188.10			12,188.10	100.0%																			
02-288	Small Trade Area Improvements	1,170,191.12			1,170,191.12	1,170,191.12			1,170,191.12	100.0%																			
02-289	Small Trade Area Improvements	324.50			324.50	324.50			324.50	100.0%																			
02-290	Small Trade Area Improvements	200.00			200.00	200.00			200.00	100.0%																			
02-291	Small Trade Area Improvements	428,468.00			428,468.00	428,468.00			428,468.00	100.0%																			
02-292	Small Trade Area Improvements	797,481.00			797,481.00	797,481.00			797,481.00	100.0%																			

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FOUNTAINBLEAU LAS VEGAS, LLC
 2700 Las Vegas Blvd., South
 Las Vegas, NV 89109

FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2700 Las Vegas Blvd., South
 Las Vegas, NV 89109

ALL DOCUMENTS

FOUNTAINBLEAU LAS VEGAS
 2700 Las Vegas Blvd., South
 Las Vegas, NV 89109

General Conditions
 Bergman, White & Associates, Ltd.

REGISTRATION INFORMATION

APPLICATION NO.: 28
 4/18/2009

CONTRACT DATE:

REGISTRATION No.:
 OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with this Contract. Consideration sheet, AIA Document G700, is attached.

The undersigned Contractor certifies that to the best of his 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 payments shown herein are due to him.

1. ORIGINAL CONTRACT SUM:
2. Net changes for Change Orders:
3. CONTRACT AMOUNT STORED TO DATE (Line 1 + 2):
4. TOTAL COMPLETED & STORED TO DATE (Column G on G700):

- a. RETAINAGE:
 - % of Completed Work (Column D + E on G700)
 - % of Stored Material (Column F on G700)

Total Retainage (Lines 5a + 5b or Total in Column I of G700)

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)
8. LESS PREVIOUS OWNER FUNDING
9. CURRENT PAYMENT DUE
10. BALANCE TO FRESH INCLUDING RETAINAGE (Line 3 less Line 6)

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on credits observed and the data comprising the Retainage, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief this Work has progressed so far that 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: (Amount certified differs from the amount applied. Refer all figures on this Application and on the Conditions Sheet for any change for conflict with the amount certified)

ARCHITECT:

CHANGE ORDER SUMMARY	ADDITIONS	DELETIONS
Total Changes Approved in previous months by Owner	\$ 49,557,539.62	\$ 20,515,935.00
Total Approved this month	\$ 45,811,539.62	\$ 04,810,539.62
TOTAL	\$ 95,369,079.24	\$ 25,326,474.62
NET CHANGES by Change Order		

Handwritten: \$ 45,811,539.62

Application to receive and pay on one of the following:

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

Application to receive and pay on one of the following:

APPLICATION NO.: 219
 PERIOD TO: 4/30/2008
 CONTRACT DATE:

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FORTAINBLEAU LAS VEGAS, LLC.
 2760 Las Vegas Blvd. South
 Las Vegas, NV 89109
FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2760 Las Vegas Blvd. South
 Las Vegas, NV 89109

PROJECT: FORTAINBLEAU LAS VEGAS
 2760 Las Vegas Blvd. South
 Las Vegas, NV 89109
JOB # 10800
VIA ARCHITECT: BERGMAN, WALKER & ASSOCIATES, LLC.

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Contract No. 0703, in which the Contractor is the contractor.

1. ORIGINAL CONTRACT SUM: \$ 509,118,699.00
2. NET CHANGE BY CHANGE ORDERS: \$ 107,158,970.94
3. CONTRACT SUM TO DATE (Line 1 + 2): \$ 719,281,439.24
4. TOTAL COMPLETED & STORED TO DATE (Column G on 0703): \$ 657,720,249.11
5. RETAINAGE:
 - a. % of Completed Work (Columns D + E on 0703): \$ 20,779,659.86
 - b. % of Stored Material (Column F on 0703): \$ 897,014,829.48
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5): \$ 494,411,307.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$ 0
8. LESS PREVIOUS OWNER FUNDINGS: \$ 0
9. CURRENT PAYMENT DUE: \$ 494,411,307.40
10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 9): \$ 219,281,439.24

CHANGES ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous Invoices by Owner	\$ 175,444,839.15	\$ (68,580,538.28)
Total approved by month	\$ 175,444,839.15	\$ (68,580,538.28)
TOTAL	\$ 175,444,839.15	\$ (68,580,538.28)
NET CHANGES BY CHANGE ORDER	\$ 107,158,970.94	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work ordered by the Architect for Payment has been completed in accordance with the Contract Documents, and 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 correct payment should be made for the amount certified.

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 By: _____ Date: _____
 Title: _____
 County: _____
 Subscribed and sworn to before me this _____ day of _____
 My Public: _____
 My Commission Expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT
 It is certified that the Contractor's application for payment is correct and that the amount certified is correct and that the Contractor is entitled to payment of the amount certified in accordance with the Contract Documents, and the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED: \$ 494,411,307.40
ARCHITECT: _____
 By: _____ Date: _____

This certificate is not negotiable. This amount certified is payable only to the Contractor named herein. Interest, payment and acceptance of payment are without prejudice to any right of the Owner or Contractor under the Contract.

Sum 4-30-09

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	APPLICANT NUMBER	APPLICATION DATE	PERIOD TO	REMARKS
06-100	CONCRETE								
06-101	CONCRETE								
06-102	CONCRETE								
06-103	CONCRETE								
06-104	CONCRETE								
06-105	CONCRETE								
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06-110	CONCRETE								
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06-197	CONCRETE								
06-198	CONCRETE								
06-199	CONCRETE								
06-200	CONCRETE								

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: FONTANELLO LAS VEGAS, I.L.O.
 FROM CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.
 2756 Las Vegas Blvd. South
 Las Vegas, NV 89108

PROJECT: JOB # 10880
 VIA ARCHITECT: Bergman, Wells & Associates, Ltd.

APPROXIMATE PERCENTAGE OF WORK COMPLETED: 20
 4/30/2008

DISBURSMENT NO.:
 OWNER:
 ARCHITECT:
 CONTRACTOR:
 FIELD:
 OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT
 Application is made for payment, as shown below, in connection with the Contract.
 Condition of Work, AIA Document C700, is attached.

1. ORIGINAL CONTRACT SUM: \$ 127,000,000.00

2. Net Change by Change Order: \$ 49,415,130.48

3. CONTRACT SUM TO DATE (Line 1 + 2): \$ 9,415,130.48

4. TOTAL COMPLETED & STORED TO DATE (Column G on C700): \$ 9,415,130.48

5. RETAINAGE:
 a. % of Completed Work (Column D + E on C700): \$ 2,852.00
 b. % of Stored Materials (Column F on C700): \$ 2,852.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5): \$ 6,563,098.48

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 8 from prior Certificates): \$ 4,273,899.92

8. LESS PREVIOUS OWNER FUNDINGS: \$ 315,076.50

9. CURRENT PAYMENT DUE: \$ 13,032.96

10. BALANCE TO FINISH INCLUDING RETAINAGE (Line 9 less Line 6): \$ 2,779,018.96

ARCHITECT'S CERTIFICATE FOR PAYMENT
 In accordance with the Contract Documents, based on its observations and the data compiled in its reports, the Architect certifies that the work shown on this Certificate has been completed in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 13,032.96
 (Amount explained if amount certified differs from the amount applied. Note all figures on this Application and on the Condition Statement are changed to coincide with the amount certified.)

BY: _____ DATE: _____

Subscribed and sworn to before me this _____ day of _____, 2008.

Notary Public: _____
 My Commission Expires: _____

CONTRACTOR: TURNBERRY WEST CONSTRUCTION, INC.

BY: _____ DATE: _____

Subscribed and sworn to before me this _____ day of _____, 2008.

Notary Public: _____
 My Commission Expires: _____

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 89,090,000.00	\$ (12,664,869.48)
Total approved this month	\$ 89,090,000.00	\$ (12,664,869.48)
TOTALS	\$ 89,090,000.00	\$ (12,664,869.48)
NET CHANGED BY CHANGE ORDER	\$ 49,415,130.48	

Handwritten: RWD 4-29-09

APPLICATION NUMBER 29
 APPLICATION DATE 4/30/09
 PERIOD TO 4/30/09

FONTAINBLEAU LAS VEGAS
 LEED
 JOB #1060

ATTORNEY SHEET
 APPLICATION AND CERTIFICATE FOR PAYMENT, requiring contractor's
 signed Certificate to be attached.
 Use Column Item Description when values remain as in the items may apply

A	B	C	D	E	F	G	H	I	J	K	L
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	PAID REVISIONS	CURRENT REVISIONS	REMOVED SCHEDULE VALUE	AMOUNTS COMPLETED FROM PREVIOUS APPLICATION (E-4)	AMOUNTS COMPLETED THIS PERIOD	AMOUNTS PREVIOUSLY STORED AND PAID IN OTHER PERIODS	TOTAL COMPLETED AND STORED TO DATE TO DATE (D+E+F)	PERCENT TO FINISH (G+H)	RETAINAGE
	LEED CERT OTHER	22,000,000.00	0.00	0.00	0.00	0.00	22,000,000.00	0.00	22,000,000.00	100%	0.00
	LEED TAX CREDIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
	04-340 BUSH BROS CO. LEED									0%	
	14-200 Bamberg International CO LEED									0%	
	PROJECT TOTAL	22,000,000.00	0.00	0.00	0.00	0.00	22,000,000.00	0.00	22,000,000.00	100%	0.00

**Cost to Complete Review Exhibits
Fontainebleau Las Vegas
IVI Project No. V61210964**

EXHIBIT "F"

~~XXXXXXXXXXXXXXXXXXXX~~

	March WIP	April WIP	May WIP	Beyond	
TOWER	\$11,728,269	\$7,729,402	\$3,517,970	\$6,555,000	
NORTH PODIUM	\$611,000	\$1,800,000	\$3,300,000	\$6,000,000	6,600,000
PODIUM	\$12,858,143	\$9,711,428	\$8,308,888	\$0	
GARAGE / CC	\$5,110,301	\$1,858,223	\$8,102,856	\$0	
SITE / OFF SITE	\$14,832	\$10,436	\$26,500	\$0	
GC'S	\$3,000,000	\$3,000,000	\$3,000,000	\$0	
TOTAL	\$33,322,545	\$24,109,489	\$26,256,305	\$12,555,000	
GRAND TOTAL	\$86,243,339				\$ 96,843,339

4/27/09

TOWER - EXTERIOR ENVELOPE
 CRITICAL SUB COST PROJECTION (March through May work in place)

Subcontractor/Description	March work in place-actual	April work in place-actual	May work in place-projected	June-Sept work in place-projected	Comments
Tower/North Podium Staffing					Need to Define
American Crane/procedures	\$ 122,800	\$ 123,000	\$ 175,000	\$ 106,000	Need to Define
Republic Crane/operators	\$ 781,823	\$ 782,000	\$ 500,000	\$ 900,000	Removal of crane 3 & 4 and other crane/hoist op's
Republic Tower/equipment	\$ 337,365	\$ 122,000	\$ 122,000	\$ 100,000	Needed to satisfy hoisting of material to support critical subs
Dialco Crane Service	\$ -	\$ -	\$ -	\$ 300,000	Needed to satisfy hoisting of material to support critical subs
Bombard Electric	\$ -	\$ -	\$ -	\$ -	Need equipment to disassemble crane 4 and set glass to 130
Peregiline	\$ -	\$ -	\$ -	\$ -	
Desert Fire	\$ -	\$ -	\$ -	\$ -	
M3 Procurement	\$ -	\$ -	\$ -	\$ -	
Desert Plumbing-plumbing	\$ 1,077,894	\$ 2,185,563	\$ 750,000	\$ 750,000	Roof drains and leaders only in May and beyond
Door & Hardware Mngmt	\$ -	\$ -	\$ -	\$ -	
Collings Interiors	\$ -	\$ -	\$ -	\$ -	
F.Rodgers - insulation/fire stop	\$ -	\$ -	\$ -	\$ -	
Commercial Roofing	\$ -	\$ -	\$ 200,000	\$ 500,000	Roofing System
Cediliao Stone	\$ -	\$ -	\$ -	\$ -	
Paramount	\$ -	\$ -	\$ -	\$ -	
Gallagher-Kaiser	\$ -	\$ -	\$ -	\$ -	
Geo-Cell	\$ -	\$ -	\$ -	\$ -	
George Raymond	\$ -	\$ -	\$ -	\$ -	
Zetian Systems	\$ 4,511,072	\$ 401,533	\$ 100,000	\$ 300,000	Exterior glazing systems
Z Glass	\$ 1,885,142	\$ 1,170,838	\$ 1,270,970	\$ 3,000,000	Exterior glazing systems
Johnson Controls	\$ -	\$ -	\$ -	\$ -	
Aderholt Specialty	\$ 2,912,074	\$ 2,934,568	\$ 400,000	\$ 800,000	Exterior parapet framing and dershield only May and beyond
Mid West Pro Painting	\$ -	\$ -	\$ -	\$ -	
Frearhan Carpet	\$ -	\$ -	\$ -	\$ -	
Henri Specialties	\$ -	\$ -	\$ -	\$ -	
Pacific Coast Steel	\$ -	\$ -	\$ -	\$ -	
Econ, Inc.	\$ -	\$ -	\$ -	\$ -	
Miele, Inc.	\$ -	\$ -	\$ -	\$ -	
Thyssen Krupp	\$ -	\$ -	\$ -	\$ -	
Bombard Mechanical	\$ -	\$ -	\$ -	\$ -	
SAFE	\$ -	\$ -	\$ -	\$ -	
Austin General Contracting	\$ -	\$ -	\$ -	\$ -	
Silver State Marble	\$ -	\$ -	\$ -	\$ -	
TOTALS	\$11,728,289	\$7,728,402	\$3,617,970	\$6,566,000	
March-May Total	\$22,976,841				
June - Sept Total	\$8,555,000				
Total	\$28,630,641				

**NORTH PODIUM - EXTERIOR ENVELOPE
CRITICAL SUB COST PROJECTION (March through May work in place)**

Subcontractor/Description	March work in place-actual	April work in place-actual	May work in place-projected	June-Sept work in place-projected	Comments
Tower/North Podium Staffing	\$ -	\$ -	\$ -	\$ -	Need to Define
Tower/North Podium GC's	\$ -	\$ -	\$ -	\$ -	Need to Define
American Crane/procedures	\$ -	\$ -	\$ -	\$ -	
Republic Crane/operators	\$ -	\$ -	\$ -	\$ -	
Republic Tower/equipment	\$ -	\$ -	\$ -	\$ -	
Dialco Crane Service	\$ -	\$ -	\$ -	\$ -	
Bombard Electric	\$ 75,000	\$ 75,000	\$ 100,000	\$ -	Concrete materials for pours
Rinker Materials	\$ -	\$ -	\$ -	\$ -	
Desert Fire	\$ -	\$ -	\$ -	\$ -	
M3 Procurement	\$ -	\$ -	\$ -	\$ -	
Desert Plumbing-plumbing	\$ -	\$ -	\$ 900,000	\$ 1,200,000	Roof drains and leaders only including Me-In of Tower
Door & Hardware Midget	\$ -	\$ -	\$ -	\$ -	
Collings Interiors	\$ -	\$ -	\$ -	\$ -	
F.Rodgers - Insulation/fire stop	\$ -	\$ -	\$ -	\$ -	
Eberhard	\$ -	\$ -	\$ 400,000	\$ 200,000	Roofing System
Cadillac Stone	\$ -	\$ -	\$ -	\$ -	
Paramount	\$ -	\$ -	\$ -	\$ -	
Gallagher-Kaiser	\$ -	\$ -	\$ -	\$ -	
Geo-Cell	\$ -	\$ -	\$ -	\$ -	
George Raymond	\$ -	\$ -	\$ -	\$ -	
Zettan Systems	\$ -	\$ 400,000	\$ 450,000	\$ 300,000	Exterior glazing systems
Z Glass	\$ -	\$ -	\$ 600,000	\$ 2,660,000	Exterior glazing systems
Johnson Controls	\$ -	\$ -	\$ -	\$ -	
Aderholt Speciality	\$ -	\$ -	\$ -	\$ -	
Mid West Pro Painting	\$ -	\$ -	\$ -	\$ -	
Freeman Carpet	\$ -	\$ -	\$ -	\$ -	
Hentl Specialties	\$ -	\$ -	\$ -	\$ -	
Pacific Coast Steel	\$ -	\$ -	\$ -	\$ -	
Econ, Inc.	\$ -	\$ -	\$ -	\$ -	
Miele, Inc.	\$ -	\$ -	\$ -	\$ -	
Thyssen Krupp	\$ -	\$ -	\$ -	\$ -	
Bombard Mechanical	\$ -	\$ -	\$ -	\$ -	
SAFE	\$ -	\$ -	\$ -	\$ -	
Austin General Contracting	\$ -	\$ -	\$ -	\$ -	
Silver State Marble	\$ -	\$ -	\$ -	\$ -	
W & W Steel	\$ -	\$ -	\$ 250,000	\$ 250,000	Infill steel/deck for tower cranes @ North Podium

Southern Nevada Paving	\$ 78,000	\$ 176,000	\$ -	\$ -	- Grading for SOG
Colasanti	\$ 450,000	\$ 500,000	\$ -	\$ -	- SOG / Slab on metal deck
Ital Stone	\$ -	\$ -	\$ -	\$ -	
Zetlan Systems	\$ -	\$ -	\$ -	\$ -	
Z Glass	\$ -	\$ -	\$ -	\$ -	
KHSS - Exterior	\$ -	\$ 500,000	\$ 1,000,000	\$ 2,000,000	Exterior framing, demoheld and finish coat
Reliable Steel	\$ 11,000	\$ 180,000	\$ -	\$ -	- Facade support framing
TOTALS	\$811,000	\$1,800,000	\$3,300,000	\$6,600,000	
March-May Total	\$6,711,000				
June - Sept Total	\$8,600,000				
Total	\$12,311,000				

**PODIUM - EXTERIOR ENVELOPE
CRITICAL SUB COST PROJECTION (March through May work in place)**

Subcontractor/Description	March work in place-actual	April work in place-actual	May work in place-projected	Comments
Podium Staffing				Need to Define
Podium GC's				Need to Define
American Crane/procedures	\$ -	\$ -	\$ -	
Republic Crane/operators	\$ 176,270	\$ 91,045	\$ 91,045	
Republic Tower/equipment	\$ 104,113	\$ 87,735	\$ 87,735	
Arcon	\$ -	\$ -	\$ 250,000	Pool Deck topping slab to protect water-proofing
Bornbard Electric	\$ -	\$ -	\$ -	
Colasanti	\$ 2,669,283	\$ 764,410	\$ 1,180,100	Foundation Walls, Slab on metal deck
Colasanti GC's for TI work	\$ -	\$ -	\$ -	
Conti	\$ -	\$ -	\$ -	
Desert Fire	\$ -	\$ -	\$ -	
Desert Plumbing-hydrionics	\$ -	\$ -	\$ -	
Desert Plumbing-plumbing	\$ 1,622,191	\$ 2,882,416	\$ 760,000	Roof/Pool deck drains and leaders only in May
Door & Hardware Mngmnt	\$ -	\$ -	\$ -	
Duray	\$ -	\$ -	\$ -	
Eberhard	\$ 193,645	\$ 126,046	\$ 250,000	Roofing
F.Rodgers - Insulation	\$ 469,930	\$ 200,438	\$ 200,000	Slab Edge and Exterior Insulation
F.Rodgers - Spa	\$ -	\$ -	\$ -	
Facilitiq/Computer floor	\$ -	\$ -	\$ -	
Fisk	\$ -	\$ -	\$ -	
Gallagher-Kaiser	\$ -	\$ -	\$ -	
Geo-Cell	\$ -	\$ -	\$ 250,000	Pool Deck foam system b/wm waterproofing and topping slab
George Raymond	\$ -	\$ -	\$ -	
Gloux Glass	\$ 401,018	\$ 656,045	\$ 750,000	Exterior glazing systems
Ital Stone	\$ -	\$ -	\$ -	
Johnson Controls	\$ -	\$ -	\$ -	
KHSS - Coffee Buffet	\$ -	\$ -	\$ -	
KHSS - Exterior	\$ 1,134,868	\$ 1,172,619	\$ 1,000,000	Exterior framing and dershield
KHSS - Water & Fire	\$ -	\$ -	\$ -	
Lally Steel	\$ -	\$ -	\$ -	
LVJ	\$ 896,527	\$ 314,166	\$ 300,000	Spray fireproofing
Marnell Masonry	\$ 191,836	\$ 668,784	\$ 760,000	Pool deck CMU walls to allow for termination of waterproofing

Pacific Coast Steel	\$ 97,693	\$ 21,639	\$ 40,000	Completion of reinforcing steel
PENTA-GC's for TI work	\$ -	\$ -	-	
Powell Cabinet	\$ -	\$ -	-	
Quality Cabinet	\$ -	\$ -	-	
Reliable Steel	\$ 241,589	\$ 179,688	\$ 50,000	Completion of exterior facade secondary steel supports
SAFE	\$ -	\$ -	-	
Sierra Glass & Mirror	\$ -	\$ -	-	
Silver State Marble	\$ -	\$ -	-	
Southern Nevada Paving	\$ -	\$ -	-	
Superior Tile & Marble	\$ -	\$ -	-	
Technicoat	\$ 326,166	\$ 622,932	\$ 600,000	Pool deck waterproofing
Thyssen Krupp	\$ -	\$ -	-	
Tracy & Ryder	\$ -	\$ -	-	
Union Erectors	\$ -	\$ -	-	
Valley Crest	\$ -	\$ -	-	
W & W Steel	\$ 2,588,507	\$ -	-	Completion of steel/hold on retainage billing for April
Waco Scaffolding	\$ -	\$ -	-	
Water FX	\$ 1,768,678	\$ 1,707,500	\$ 1,750,000	Pool stainless shells, piping and water testing
Winnelson/trench drains	\$ -	\$ 218,966	-	Pool deck trench drains
TOTALS	\$ 12,858,143	\$ 9,711,428	\$ 8,308,860	\$ 30,875,451

	March Billing	April Billing	Anticipated May Billing (includes outstanding CO's)	Totals
Shell				
Raymond - EIFS	\$1,598,541.00	\$688,350.00	\$2,040,899.70	\$4,325,780.70
Commercial Roofing	\$1,094,438.94	\$253,375.40	\$1,495,399.57	\$2,813,213.91
Ram - Expansion Joints	\$140,354.00	\$120,123.00	\$1,495,322.00	\$1,755,799.00
Palmer - Cap Flashing			\$40,000.00	\$40,000.00
Commissioning				
Universal Piping	\$488,517.41	\$4,300.00	\$1,016,589.01	\$1,507,386.42
Johnson Controls	\$129,341.00	\$488,488.00	\$1,575,313.20	\$2,195,140.20
Veolia			\$50,000.00	\$50,000.00
Safety				
American Crane	\$22,000.00	\$22,000.00	\$22,000.00	\$68,000.00
Republic Towers & Hoist	\$20,203.00	\$20,203.00	\$20,203.00	\$60,608.00
Republic Crane	\$121,387.00	\$74,404.00	\$75,000.00	\$270,801.00
Clark County Fence		\$708.89	\$2,259.00	\$2,968.89
Peregrine Doors	\$1,503,509.24	\$180,271.88	\$100,000.00	\$1,783,781.20
Roof Drains				
TBD		\$200,000.00	\$200,000.00	\$200,000.00
	\$6,110,301.58	\$1,858,223.25	\$8,102,955.47	\$15,071,480.31

27-Apr-09

SITE**March Invoices Requiring Payment:**

Desert Plumbing - Dewatering Maintenance	\$ 4,385.00
Fisk Electric - Dewatering Maintenance	\$ 10,447.87
	<u>\$ 14,832.87</u>

April Invoices Requiring Payment:

Desert Plumbing - Dewatering Maintenance	\$ 1,069.00
Fisk Electric - Dewatering Maintenance	\$ 6,156.04
Southern Nevada Paving - Dewatering Maintenance	\$ 3,211.00
	<u>\$ 10,436.04</u>

Anticipated Costs to Secure Site:

Repairs to Gate #3 to Secure	\$ 2,000.00
Provide gates and closure @ Gate #2	\$ 8,500.00
Repairs to North Block Wall*	\$ 16,000.00
Remove LV Blvd Pedestrian O.H. Protection	
	<u>\$ 26,500.00</u>

*Total cost to be backcharged

Monthly Costs to Maintain Dewatering System:

Without normal construction activities, maintenance cost should not exceed \$2,000.00 per month.

TURNBERRY WEST CONSTRUCTION INC - COSTS TO PROTECT ASSETS**Monthly General Conditions Cost**

Utilities	\$150,000
Security	\$50,000
Wet & Wild Lease	\$375,000
Essential TWC Staffing	\$600,000 <i>+ 30 SUPP</i>
Office Modular Rental	\$125,000
Office Support Expenses	\$25,000
Legal and Insurance Costs	\$15,000

Monthly GC Total **\$1,340,000**

Monthly Construction Costs

Temporary Dewatering Costs	\$50,000 ✓
Central Plant Operations	\$105,000 ✓
Fire / Leaks Shift Monitoring	\$50,000 ✓
DFP Fire Protection	\$4,000
SAFE Life Safety Monitoring	\$2,500
Crane and Manholst Maintenance	\$20,000

Monthly Construction Total **\$231,500**

Monthly Grand Total **\$1,571,500 ✓**