

EXHIBIT "A"

INSTRUCTION AND DEFINITIONS

Unless otherwise specified, the following words and terms as used herein shall, when utilized, mean as follows:

I. INSTRUCTIONS

A. This document request is continuing in nature. When new knowledge or information comes to your attention you shall supplement the information supplied in the answers to the document request forthwith.

B. For each and every Request herein, you shall produce documents in your possession, custody, or control which shall include, but not be limited to, documents, objects or articles described that are in your possession or for which you have the right to secure the original or a copy from another person or entity. The fact that your investigation is continuing or discovery is incomplete is not an excuse for your failure to respond to each request as fully and completely as possible. Your responses should consist of information known to you through yourself, your agents, your attorneys, your employees, or your representatives. All documents produced pursuant to this request are to be produced as they are kept in the usual course of business, and shall be organized and labeled (without permanently marking the item produced) so as to correspond with the categories of each numbered request hereof. If copies or drafts exist of a document, the production of which has been requested herein, produce and submit for inspection and copying each and every copy and draft which differs in any way from the original document or from any copy or draft.

C. If at any time you had possession, custody, or control of any document requested herein, and such document has been lost, destroyed, discarded, or is not presently in your possession, any such documents shall be identified as completely as possible by providing the following information:

1. The name(s) of the author(s) of the document;
2. The name(s) of the person(s) to whom the documents or copies were sent;
3. The date of the document;
4. The date on which the document was received by each addressee, copyee, or its recipients;
5. A complete description of the nature and subject matter of the document;
6. The date on which the document was lost, discarded, or destroyed; and
7. The manner in which the document was lost, discarded, or destroyed.

D. With respect to any document that deponent withholds under claim of privilege, the

deponent shall number such documents, hold them separately, and retain them intact pending a ruling by the Court on the claimed privilege. In addition, the deponent shall provide a statement, signed by an attorney representing the deponent, setting forth as to each such document:

1. The name(s) of the sender(s) of the document;
2. The name(s) of the author(s) of the document;
3. The name(s) of the person(s) to whom the document or copies were sent;
4. The job title of every person named in subparagraphs 1, 2 and 3 above;
5. The date of the document;
6. The date on which the document was received by each addressee, copyee, or its recipient;
7. A brief description of the nature and subject matter of the document; and
8. The statute, rule, or decision which is claimed to give rise to the privilege.

E. If, after exercising due diligence to secure or produce the document(s) requested, you cannot secure responsive documents, you must identify which Request(s) for which you do not have a responsive document, and answer the request for production to the fullest extent possible, specifying your inability to produce the document(s), and providing the identity of the person who has possession, custody, or control of the requested document(s).

F. All words, names, and terms in this request for production shall have their plain and ordinary meanings unless specifically defined in Part II herein.

G. Copies of documents which are identical duplicates of other documents which have already been produced for inspection and copying in this action need not be produced again, except that the duplicates must be produced if handwritten or any other type of notes or similar intelligence appear thereon or are attached thereto, including markings on slips indicating the routing of the document to individuals or organizations.

H. The singular and plural forms shall be construed interchangeably so as to bring within the scope of this document request any information which might otherwise be construed as being outside of the scope of such request.

I. “And” and “or” shall be construed interchangeably so as to bring within the scope of this document request any information which might otherwise be construed as being outside of the scope of such request.

J. “Any” and “all” shall be construed to bring within the scope of this request any information which might be construed to relate to the subject matter of the request.

K. The use of the singular form of any word includes the plural and vice versa.

II. DEFINITIONS

1. As used herein, the term “Debtors” shall mean FONTAINEBLEAU LAS VEGAS HOLDINGS, LLC, FONTAINEBLEAU LAS VEGAS, LLC, AND FONTAINEBLEAU LAS VEGAS CAPITAL CORP., and any of their affiliates, subsidiaries, assigns, authorized officers and directors, employees, attorneys, agents, and others purporting to act on its behalf.
2. The words “you”, and “your” shall mean the party upon whom this request is being served and all of its affiliates, subsidiaries, assigns, authorized officers and directors, employees, agents, and others purporting to act on its behalf.
3. The words “and” and “or” shall be construed as both conjunctive and disjunctive, so that a series of persons or things joined by the words “and” and “or” shall refer to any, all, or any combination of them.
4. “Possession, custody, or control” as used herein shall have the same meaning as in Rule 34(a) of the Federal Rules of Civil Procedure.
5. The word “person” shall mean any natural person, individual, proprietorship, partnership, corporation, association, organization, joint venture, business trust, or other business enterprise, governmental body or agency, legal or business entity, or group of natural persons, or other entity, whether sui juris or otherwise and includes both the singular and plural.
6. The terms “communication” and “communications” shall interchangeably mean any oral or written statement, dialogue, colloquy, discussion or conversation or exchange of information of any type, and any transfer of thoughts or ideas between any two or more persons, including but not limited to documents, telephone or face-to-face conversations, meetings, conferences, or transfer of data from one location to another by electronic or similar means.
7. The word “documents” shall mean any kind of written, typed, recorded or graphic matter, however produced or reproduced, of any kind or description, whether sent or received, including originals, non-identical copies and drafts of both sides thereof, and including, but not limited to, papers, books, letters, correspondence, telegrams, bulletins, notices, announcements, instructions, charts, manuals, brochures, schedules, memoranda, notes, notations, transcripts, minutes, agendas, reports and recordings of telephone or other conversations, interviews, conferences, or other meetings, affidavits, statements, summaries, opinions, reports, studies, analysis, evaluations, contracts, agreements, journals, diaries, lists, tabulations, drawings, sketches, photographs, film, computer print-outs, data processing input/output, microfilms and all other records kept by electronic, photographic or mechanical means, and other things similar to any of the foregoing, including items in the possession, custody, or control of any other person, including your attorneys.

8. The word “correspondence” shall mean any and all letters, facsimiles, transmitted memoranda, memorialized oral communications, e-mails, or other communications or documents exchanged or transmitted with another person or entity.
9. The words “support,” “evidence,” “relate to,” “relating to,” “related to,” “referred to,” “concerning,” “pertaining to,” and “regarding” shall mean anything which directly, or indirectly, concerns, consists of, pertains to, reflects, evidences, describes, sets forth, constitutes, contains, shows, underlies, supports, refers to in any manner, is or was used in the preparation of, appended to, legally, logically or factually connected with, proves, disproves, or tends to prove or disprove.
10. The term “Petition Date” shall mean June 9, 2009, which is the date the Debtors filed a voluntary petition for relief under Chapter 11, title 11 of the United States Code.
11. The term “transfer” as used herein shall have the meaning set forth in 11 U.S.C. § 101(54).
12. The term “insider” as used herein shall have the meaning set forth in 11 U.S.C. § 101(31).
13. The term “Karawan Declaration” shall mean the *Declaration of Howard C. Karawan in Support of Debtors’ Chapter 11 Petitions and First Day Pleadings*, Court Paper # 5 in the above-styled Chapter 11 proceedings
14. The term “Fontainebleau Miami Beach” as used herein shall have the meaning set forth in the Karawan Declaration.
15. The term “Resort Debtors” as used herein shall have the meaning set forth in the Karawan Declaration.
16. The term “Retail Entities” as used herein shall have the meaning set forth in the Karawan Declaration.
17. The term “CCCS” shall mean CCCS International, which is plaintiff in the action styled *CCCS International v. Fontainebleau Las Vegas, LLC, et al.*, filed in the United States District Court for the District of Nevada, case number 09-cv-00853-KJD-PAL.
18. The term “Senior Credit Facility” as used herein shall have the meaning set forth in the Karawan Declaration.
19. The term “Senior Lenders” shall mean any of the lender parties under the Senior Credit Facility or any part thereof

20. The term “Term Lenders” as used herein shall have the meaning set forth in the Karawan Declaration.
21. The term “Project” as used herein shall have the meaning set forth in the Karawan Declaration.
22. The term “Term Lender Steering Committee” shall mean the *ad hoc* committee of Term Lenders functioning in the above styled Chapter 11 proceedings with respect to, among other things, the proceedings which concern the Debtors’ use of cash collateral and other debtor in possession financing matters.

III. **DOCUMENTS REQUESTED**²

1. All officer and director liability insurance policies providing coverage for any of the officers and/or directors of any of the Debtors which are or ever were in effect and in the possession, custody or control of, or otherwise available to the Debtors, any affiliates of the Debtors, or of any of them.
2. All documents or communications which constitute or which are related to an application or request for coverage under a director and officer liability insurance policy provided in response the request 1, above.
3. Any documents or communications evidencing or relating to the payment of premium obligations under any director and officer liability insurance policy provided in response the request 1, above..
4. All documents or communications which evidence or relate to each of the transfers set forth on Attachment 3b to the Debtors’ Statement of Financial Affairs, including without limitation bank statements, cancelled checks, wire transfer advices, invoices, agreements and related statements.
5. All documents or communications which evidence or relate to each of the transfers set forth on Attachment 3c to the Debtors’ Statement of Financial Affairs, including without limitation bank statements, cancelled checks, wire transfer advices, invoices, agreements and related statements.
6. All agreements between the Debtors, or by any of them, and CCCS.
7. All documents or communications between the Debtors and CCCS, including without limitation any reports or analyses prepared by CCCS and provided to the

² To the extent any or all documents or records responsive to the Requests are in electronic format, please contact the undersigned to arrange for their production.

Debtors in connection with CCCS' audit of the Project or other investigations by CCCS concerning the Project.

8. All documents or communications which evidence or relate to any transfers made by or on behalf of the Debtors, or by any of them, to or for the benefit of Fontainebleau Miami Beach.
9. All documents or communications which evidence or relate to any transfers made by or on behalf of the Debtors, or by any of them, to the Retail Entities, or any of them.
10. Copies of all payment and performance guarantees of insiders and any and all other non-debtor parties with respect to the financial obligations of the Debtors.
11. All documents or communications which evidence or relate to any transfers made by or on behalf of the Debtors, or by any of them, to any attorneys, law firms, financial advisors and any other professionals representing the Term Lenders, the Term Lender Steering Committee, or any of them.
12. An accounting of the fees, expenses, interest and other charges imposed upon the Debtors by the Senior Lenders, or by any of them in connection with the Senior Credit Facility.