

SUCCESSOR DISBURSEMENT AGENT AGREEMENT

This SUCCESSOR DISBURSEMENT AGENT AGREEMENT is dated as of November __, 2009 (this "Agreement") by and among WILMINGTON TRUST FSB ("Wilmington" or the "Successor Agent"), BANK OF AMERICA, N.A. ("Bank of America"), in its capacity as Disbursement Agent (as defined in the Disbursement Agreement described below) (in such capacity, the "Existing Agent") and in such other capacities as are set forth in Section 11(c) below, FONTAINEBLEAU LAS VEGAS, LLC (the "Borrower"), FONTAINEBLEAU LAS VEGAS HOLDINGS, LLC ("Las Vegas Holdings"), FONTAINEBLEAU LAS VEGAS CAPITAL CORP. ("Las Vegas Capital"), FONTAINEBLEAU LAS VEGAS RETAIL, LLC (the "Retail Affiliate") and U.S. BANK NATIONAL ASSOCIATION, as successor to WELLS FARGO BANK, N.A., as trustee (the "Trustee"). Capitalized terms used herein without definition shall have the meanings attributed to such terms in the Disbursement Agreement.

WHEREAS, the Borrower, the Existing Agent, Las Vegas Holdings, Las Vegas Capital, the Retail Affiliate, the Trustee and the Retail Agent entered into that certain Master Disbursement Agreement, dated as of June 6, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Disbursement Agreement");

WHEREAS, on or about May 7, 2009, Bank of America provided notice of its resignation as Disbursement Agent under the Disbursement Agreement; and

WHEREAS, the parties hereto desire that (i) effective as of the Effective Date (as defined below), the resignation of the Existing Agent as Disbursement Agent shall become effective and the Successor Agent shall be appointed as Disbursement Agent, and (ii) the Disbursement Agreement and the other Related Documents (as defined below) be amended, waived and modified as contemplated hereby.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Resignation and Appointment of Agent. Pursuant to Section 9.7 of the Disbursement Agreement the parties hereto hereby confirm the appointment of Wilmington to act as successor Disbursement Agent under the Disbursement Agreement and the other agreements and documents listed on Schedule I hereto (such agreements and documents collectively with the Disbursement Agreement, the "Related Documents") effective as of the Effective Date. Effective as of the Effective Date, Wilmington hereby accepts the appointment to act as the Disbursement Agent under the Disbursement Agreement and the other Related Documents.

2. Rights, Duties and Obligations. Effective as of the Effective Date, Wilmington succeeds and is hereby vested with all the rights, interests, powers, privileges and duties of the Existing Agent under and in connection with the Disbursement Agreement and the other Related Documents (other than indemnifications and other rights which, by the terms of the Disbursement Agreement and the other Related Documents, survive the Existing Agent's resignation, without acknowledging or implying any right thereto), and the Successor Agent assumes from and after the Effective Date the obligations, responsibilities and duties of the Existing Agent, in accordance with the terms of the Disbursement Agreement and the other Related Documents.

Notwithstanding anything in this Agreement to the contrary, the parties hereto agree that this Agreement does not constitute an assumption by (a) the Successor Agent of any liability or obligation of Bank of America, any affiliate of Bank of America or any appointee or agent of Bank of America arising out of or in connection with any action or inaction by Bank of America (as Administrative Agent or otherwise), any affiliate of Bank of America or any appointee or agent of Bank of America under or in connection with the Disbursement Agreement, any Control Agreement or any other Related Document, including, without limitation, in respect of any Disputed Matter (as defined below), or (b) Bank of America of any liability or obligation of Wilmington or any appointee or agent thereof arising out of any action or inaction by Wilmington or such appointee or agent under the Disbursement Agreement or any other Related Document.

3. Conditions to Effectiveness.

(a) This Agreement shall be effective on the first date (the "Effective Date") upon which (i) the Successor Agent and the Existing Agent shall have received fully executed copies of this Agreement, (ii) the Successor Agent shall have received a fully executed copy of the fee letter dated as of the date hereof (the "Successor Agent Fee Letter") between the Borrower and the Successor Agent, and (iii) the Successor Agent shall have received copies of the final order entered by the Bankruptcy Court approving this Agreement and approving the appointment of Wilmington as the Successor Agent (the "Appointment Order") pursuant to the Motion dated November 13, 2009 of the Borrower in a form reasonably acceptable to the Successor Agent.

(b) Wilmington hereby acknowledges and agrees that its execution and delivery of this Agreement shall be conclusive evidence of the satisfaction of each of the conditions set forth in Section 3(a) above.

4. Representations and Warranties.

(a) Each of the Existing Agent and the Successor Agent hereby makes the following representations and warranties to each other party hereto as of the date hereof:

(i) Power and Authority. It has the power and authority to execute and deliver this Agreement, and to perform its obligations hereunder, and all such action has been duly and validly authorized by all necessary proceedings on its part.

(ii) Enforceability. This Agreement has been duly authorized, executed and delivered by it, and constitutes its legal, valid and binding agreement enforceable against it in accordance with its terms, except as the enforceability of this Agreement may be limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditor's rights or by general principals of equity.

(iii) Contravention. Neither the execution, delivery and performance of this Agreement, nor the performance by it of the terms of this Agreement will violate its articles of incorporation, by-laws or other organizational documents.

(b) In order to induce Wilmington to enter into this Agreement, the Existing Agent hereby makes the following representations and warranties to Wilmington as of the date hereof:

(i) Account Status. Schedule II hereto sets out a list of all of the Accounts and the amounts deposited in or credited thereto as of November __, 2009.

(ii) Agreements. To the knowledge of the Existing Agent, Schedule I hereto sets forth a true, correct and complete list of all of the agreements and documents (i) entered into by or binding upon Bank of America, in its capacity as Disbursement Agent under the Disbursement Agreement and the other Related Documents, and (ii) entered into in connection with the transactions contemplated by the Related Documents in respect of which Bank of America, in its capacity as Disbursement Agent, is the beneficiary, including, without limitation, all guarantees, performance bonds and insurance policies.

5. Undertakings.

(a) (a) The Existing Agent agrees that it will promptly take the following actions if reasonably requested of it by the Successor Agent: (i) execute all documents as may be reasonably requested by the Successor Agent to transfer the rights, interests, remedies and privileges of the Existing Agent under or in connection with the Disbursement Agreement and the other Related Documents to the Successor Agent, (ii) take all actions reasonably requested by the Successor Agent or its representatives to facilitate the transfer of Information (as defined below) to the Successor Agent, and (iii) take all actions to effectuate the intent and purpose of this Agreement.

(b) The Existing Agent will, at the expense of the Borrower, provide to the Successor Agent on or promptly following the Effective Date all Advance Requests, Budgets, Completion Certificates, Construction Consultant Reports and other reports and information from the Construction Consultant, financial statements and material notices and such other reports, certificates and other information as the Successor Agent shall reasonably request, in each case to the extent necessary or appropriate to the Successor Agent's performance of its obligations under or in connection with the Disbursement Agreement or any other Related Document (the "Information"). Nothing herein shall require the Existing Agent to provide any information related to any threatened or actual litigation by the Borrower or the Term Lenders against the Existing Agent and/or the Revolving Lenders which is subject to attorney-client privilege. It is the intention and understanding of the Existing Agent and the Successor Agent that any exchange of information under this Section 5 that is otherwise protected against disclosure by privilege, doctrine or rule of confidentiality (such information, "Privileged Information") (i) will not waive any applicable privilege, doctrine or rule of protection from disclosure, (ii) will not diminish the confidentiality of the Privileged Information and (iii) will not be asserted as a waiver of any such privilege, doctrine or rule by the Existing Agent or the Successor Agent.

(c) Immediately following the Effective Date, the Existing Agent shall transfer to an Account maintained by the Successor Agent in accordance with the wire instructions provided by the Successor Agent to the Existing Agent all funds on deposit in or to the credit of the Liquidity Account, the Completion Guaranty Proceeds Account, the Resort Payment Account and each other account maintained by Bank of America, as Existing Agent.

(d) The Existing Agent shall be compensated for all of its reasonable costs and expenses (including expenses of its counsel) incurred in connection with performing its obligations under this Section 5 in accordance with the Appointment Order. Notwithstanding the foregoing, the Existing Agent shall not be obligated to take any actions which will result in an expense to the Existing Agent unless arrangements for the payment of such expense which are reasonably acceptable to the Existing Agent, determined in good faith taking into consideration the ability of the Existing Agent to receive payment for such expenses in accordance with the Appointment Order, have been made.

(e) Each of Wilmington and Seward & Kissel LLP, as counsel to Wilmington, shall be compensated for all fees and expenses owing to it, as set forth in the Successor Agent Fee Letter, the Disbursement Agreement and the Related Documents, or the Cash Collateral Order, as the case may be in accordance with the Appointment Order.

6. Reliance; Limitation on Liability

(a) Each of the Existing Agent (solely with respect to performing its obligations under this Agreement) and the Successor Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing reasonably believed by it to be genuine and to have been executed or sent by the proper Person. Each of the Existing Agent (solely with respect to performing its obligations under this Agreement) and the Successor Agent may also rely upon any statement made to it orally or by telephone and reasonably believed by it to have been made by the proper person, and shall not incur any liability for relying thereon. Each of the Existing Agent (solely with respect to performing its obligations under this Agreement) and the Successor Agent may consult with legal counsel, independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts upon which they rely in good faith.

(b) The Successor Agent shall be entitled to conclusively rely upon, and shall not incur any liability for relying upon, the records, registers and other Information supplied to it by the Existing Agent, the Borrower or any of their respective Affiliates, and in no event shall the Successor Agent have any liability in respect of the calculations, determinations or distributions made by the Existing Agent prior to the effectiveness of this Agreement, nor shall the Successor Agent have any liability after the effectiveness of this Agreement to the extent that any calculation, determination or distribution is made by it based in whole or in part on information supplied to it by the Existing Agent, the Borrower or any of their respective Affiliates.

(c) The parties hereto acknowledge and agree that immediately after giving effect to the Effective Date and the assignments and amendments contemplated by this Agreement, Wilmington, in its capacity as Disbursement Agent, shall have no obligation to pay any cost or expense of, or fee to, any Person, including, without limitation, the Insurance Advisor or the Construction Consultant, if any.

7. Successor Agent's Fees and Expenses. Commencing on the date hereof, subject to the terms of the Appointment Order, (a) the Successor Agent shall be entitled to receive the fees set forth in that certain Successor Agent Fee Letter and its reasonable fees, expenses, costs and indemnification amounts payable under or in connection with this Agreement, the Disbursement Agreement and the other Related Documents, including without limitation the costs, fees and expenses of it and its counsel in connection with the negotiation, drafting, execution, and implementation of this Agreement, in each case, regardless of when incurred by the Successor Agent, and (b) without implying any entitlement to fees accruing prior to the Effective Date, the Existing Agent shall not be entitled to receive any further fees under the Disbursement Agent Fee Letter among the Borrower and the Existing Agent to the extent such fees accrue on or after the Effective Date. The Existing Agent shall only be entitled to receive unpaid expenses under Sections 9.5 and 11.15 of the Disbursement Agreement to the extent the Existing Agent is entitled thereto.

8. Amendments to Related Documents

(a) General. Immediately after the Effective Date, the parties hereto (other than the Existing Agent) hereby agree and acknowledge that, from and after the Effective Date, Wilmington shall be the "Disbursement Agent" under and in connection with the Disbursement Agreement and the other Related Documents. The parties hereby agree and acknowledge that, from and after the Effective Date (as defined in the Successor Administrative Agent Agreement), Wilmington shall be the "Administrative Agent", "Beneficiary" or "Bank Agent", as applicable, under and in connection with the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement). In furtherance of the foregoing, from and after the Effective Date, all defined terms referencing Bank of America as the "Administrative Agent", "Beneficiary", "Bank Agent" or "Disbursement Agent" in the Disbursement Agreement and the other Related Documents are hereby amended to reference Wilmington in such capacities.

(b) Amendment to Exhibit A to the Disbursement Agreement. The parties hereto (other than the Existing Agent) hereby agree that effective immediately after the Effective Date the following definition(s) are hereby amended and restated to read as follows:

""Bank Agent"" means Wilmington Trust FSB, in its capacity as administrative agent under the Bank Credit Agreement, together with its permitted successors and assigns in such capacity."

""Bank Agent Fee Letter"" means that certain fee letter agreement, dated as of November __, 2009, among the Borrower and the Administrative Agent as the same may be amended, supplemented, replaced or otherwise modified from time to time."

""Disbursement Agent"" means Wilmington Trust FSB, in its capacity as Disbursement Agent under this Agreement, together with its permitted successors and assigns in such capacity.""

""Disbursement Agent Fee Letter"" means that certain fee letter agreement, dated as of November __, 2009, among the Project Entities and the Disbursement Agent as the same may be amended, supplemented, replaced or otherwise modified from time to time."

""Wilmington"" means Wilmington Trust FSB, and its successors."

(c) Notices. On and after the Effective Date, the parties hereto (other than the Existing Agent) agree that all notices to be given to the "Administrative Agent", the "Beneficiary", the "Bank Agent" or the "Disbursement Agent", as applicable, under or in

connection with the Disbursement Agreement or any other Related Document shall be given to Wilmington at the applicable address set forth on Schedule III hereto, or to such other address as Wilmington shall designate in writing.

(d) Accounts. The parties hereto (other than the Existing Agent) hereby agree that on and after the Effective Date, each reference in the Disbursement Agreement and the other Related Documents to an Account (other than the Liquidity Account, the Completion Guaranty Proceeds Account, the Resort Payment Account and any other account transferred to Wilmington pursuant to Section 5(c) of this Agreement) maintained with the Disbursement Agent shall be deemed to be amended to refer to an Account maintained with Bank of America, N.A., as deposit bank, securities intermediary or account bank, as the case may be, or such other replacement institution acceptable to the Successor Disbursement Agent. For the avoidance of doubt, the parties hereto agree that on and after the Effective Date, Accounts maintained with the Disbursement Agent may be maintained by the Disbursement Agent with another account institution designated by the Disbursement Agent, which is eligible to maintain such Account in accordance with the applicable cash collateral order. The parties hereto (other than the Existing Agent) agree that the Liquidity Account, the Completion Guaranty Proceeds Account, the Resort Payment Account and any other account maintained with Wilmington shall be maintained with Wilmington as trust accounts.

(e) Control Agreements. Solely in connection with the assignments, amendments and waivers contemplated by this Agreement, the parties hereto to each Control Agreement hereby waive any notice requirement for the effectiveness of such assignment, amendments and modifications set forth therein, if any.

(f) Qualification of Successor Agent. Solely in connection with the assignments, amendments and waivers contemplated by this Agreement, the parties hereto hereby waive the ratings requirements set forth in Section 9.6(d) of the Disbursement Agreement with respect to the Successor Agent for the effectiveness of such assignment, amendments and modifications set forth herein.

(g) Form of Succession Agreement. Solely in connection with the assignments, amendments and waivers contemplated by this Agreement, the parties hereto hereby waive the requirement set forth in Section 9.7 of the Disbursement Agreement that effecting a successor disbursement agent be accomplished by entering into an agreement substantially identical to the Disbursement Agreement. For the avoidance of doubt, the parties hereto acknowledge and agree that notwithstanding the language in Section 9.7 of the Disbursement Agreement, this Agreement shall be in sufficient form and scope in order to effect as of the Effective Date, the resignation of the Existing Agent in its capacity as Disbursement Agent and to effect the appointment of the Successor Agent in such capacity.

9. Entire Agreement. This Agreement states the entire agreement and supersedes all prior agreements, written or verbal, between the parties hereto with respect to the appointment of the Successor Agent and the transfers from the Existing Agent to the Successor Agent as described herein and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, nothing in this Agreement alters the rights and obligations under the Disbursement Agreement and the other Related Documents and the Disbursement Agreement and the other Related Documents shall remain in full force and effect in accordance with their respective terms as and to the extent such agreements were in effect immediately prior to the Effective Date.

10. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or remedy hereunder shall effect or operate as a waiver thereof, nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such right, power or remedy preclude any further exercise thereof or of any other right, power or remedy.

11. Submission To Jurisdiction. The Project Entities (as such term is defined in Exhibit A to the Disbursement Agreement) hereby irrevocably and unconditionally:

(a) subject to the terms of the Appointment Order, or as otherwise directed by the United States Bankruptcy Court of the Southern District of Florida in connection with the bankruptcy case of the Borrower, submits for itself and its property in any legal action or proceeding relating to this Agreement or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, the courts of the United States for the Southern District of New York, and appellate courts from any thereof in the manner, and to the extent, contemplated by the Disbursement Agreement;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) consents to service of process in the manner provided for notices in Section 11.1 of the Disbursement Agreement as in effect on the date hereof (except that in the case of service of process to Wilmington, the relevant address for such service of process shall be: Wilmington Trust FSB, 166 Mercer Street, Suite 2R, New York, NY 10012, Attention: Joseph Clark (Facsimile No. (212) 343-1079; e-mail jhclark@wilmingtontrust.com, or at such other address of which the parties hereto shall have been notified pursuant thereto; and

(d) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law.

12. Consents; Acknowledgement; Agreements.

(a) subject to the terms of the Appointment Order, or as otherwise directed by the United States Bankruptcy Court of the Southern District of Florida in connection with the bankruptcy cases of the Project Entities, if any, each of the Project Entities hereby (i) represents and warrants that it is duly authorized to execute and perform its obligations under this Agreement and that such execution is not prohibited by law, (ii) consents to the appointment of Wilmington as Successor Disbursement Agent and to the amendments and waivers of the Disbursement Agreement and the Related Documents set forth in this Agreement, and (iii) consents to the appointment of Wilmington as Successor Administrative Agent under the Credit Agreement and the other Loan Documents and to the amendments and waivers of the Credit Agreement and the Loan Documents set forth in the Successor Administrative Agent Agreement.

(b) Bank of America, in each of its capacities under the Disbursement Agreement and the other Related Documents (including, without limitation, as securities intermediary and deposit bank) hereby acknowledges and agrees to (i) the appointment of Wilmington to act as the Disbursement Agent under the Disbursement Agreement and the other Related Documents, and (ii) the assignment by Bank of America of its rights, interests, powers, privileges and duties as Disbursement Agent as contemplated by this Agreement, including, without limitation, under the Control Agreements.

(c) The Trustee (i) consents to the appointment of Wilmington as Successor Disbursement Agent under the Disbursement Agreement and the Related Documents, and (ii) acknowledges the appointment of Wilmington as "Bank Agent", "Beneficiary" or "Administrative Agent", as applicable, under the Credit Agreement, the Disbursement Agreement and the Related Documents.

(d) The out-of-pocket fees, costs and expenses of Wilmington in connection with the preparation, negotiation and execution of this Agreement (including, without limitation, the reasonable fees and disbursements of counsel to Wilmington) will be paid to it pursuant to the Appointment Order.

(e) Except as expressly set forth herein, nothing herein shall be deemed to modify, waive, impair or otherwise affect the rights of any party to the Disbursement Agreement or Control Agreement who is not a party hereto, and such rights, if any (i) shall remain in full force and effect and (ii) are hereby expressly reserved.

(f) Nothing in this Agreement is intended to, shall constitute or be deemed to (a) waive of any Default or Event of Default which otherwise independently (not by cross-default or cross reference to another agreement) constitutes a default or event of default under the Retail Facility, (b) amend or modify Sections 3.5, 3.7.3, 5.11 or 5.12 of the Disbursement Agreement, (c) amend or modify any of the sections or definitions

cross referenced or used in Sections 3.5, 3.7.3, 5.11, or 5.12 of the Disbursement Agreement (unless such modification would not materially and adversely affect such Sections 3.5, 3.7.3, 5.11, or 5.12 of the Disbursement Agreement as the same relate to the Retail Agent or Retail Lenders), or (d) increase any of the obligations of the Retail Agent or Retail Lenders under the Disbursement Agreement, change the character of the Shared Costs for which the Retail Lenders must fund Advances, increase in the liabilities of the Retail Agent or Retail Lenders under the Disbursement Agreement in any manner, change the order of funding required under the Disbursement Agreement in a manner affecting the Retail Agent or Retail Lenders, affect the Retail Agent and the Retail Lenders' in the Retail Accounts, diminish the right of the Retail Agent to receive information or reports under the Disbursement Agreement, or modify any of the definitions relating to the Shared Costs, retail Lender's Shared Cost Commitment, Other Retail Costs or the Retail Budget, in each case without the prior, written consent of the Retail Agent.

13. WAIVERS OF JURY TRIAL. THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT IN THE MANNER CONTEMPLATED BY THE CREDIT AGREEMENT.

14. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of New York.

15. Severability. In the event that any provision of this Agreement, or the application of such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

16. Counterparts and Facsimile. This Agreement may be signed in counterparts, all of which together shall constitute one and the same instrument. The parties hereto may provide signatures to this Agreement by facsimile or electronic mail, and such facsimile or electronic mail signatures shall be deemed to be the same as original signatures.

17. Disputed Matters. The parties hereto acknowledge and agree that there are disputes among the Borrower, the Existing Agent, certain Revolving Lenders (as defined in the Credit Agreement) and certain Term Lenders (as defined in the Credit Agreement), including as to whether or not an Event of Default had occurred under the Credit Agreement, whether or not the Revolving Commitment (as defined in the Credit Agreement) has been validly terminated and whether or not some or all Revolving Lenders constitute Defaulting Lenders, whether or not the Existing Agent wrongfully disbursed funds to the Borrower and whether or not the Successor Agent will be entitled to obtain administrative expense status with respect to any amounts not

paid to it when due and payable pursuant to the Appointment Order (the "Disputed Matters"). By executing this Agreement neither any Project Entity, the Existing Agent, any Term Lender, any Revolving Lender, the Successor Agent nor any other person, whether or not a party hereto shall be deemed to be taking any position as to any aspect of the Disputed Matters. Notwithstanding anything to the contrary contained herein, nothing in this Agreement, the Successor Administrative Agent Agreement or in the Appointment Order shall constitute a release, relinquishment, waiver of, or otherwise impair or affect in any manner any claims, rights, remedies, and defenses that are held or may be asserted by any Lender, the Borrower, the Existing Agent or the Successor Agent against any other Lender, the Borrower, or the Existing Agent, as the case may be.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized representatives as of the day and year first written above.

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

WILMINGTON TRUST FSB
as Successor Agent

By: _____
Name:
Title:

Signature Page to Successor Disbursement Agent Agreement

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____

Name:

Title:

Signature Page to Successor Disbursement Agent Agreement

FONTAINEBLEAU LAS VEGAS, LLC,
a Nevada 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 Holdings, LLC, its Managing
Member

By: Fontainebleau Resorts, LLC,
its Managing Member

By: _____
Name:
Title:

FONTAINEBLEAU LAS VEGAS CAPITAL CORP.,
a Delaware corporation

By: _____
Name:
Title:

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:
Title:

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:
Title:

Signature Page to Successor Disbursement Agent Agreement

SCHEDULE I

List of Agreements

[BANK OF AMERICA TO PROVIDE]

SCHEDULE II

ACCOUNTS

[BANK OF AMERICA TO PROVIDE]

SCHEDULE III

Wilmington Trust FSB Notice Information

Wilmington Trust FSB
Corporate Capital Markets
166 Mercer Street, Suite 2R
New York, NY 10012
Attention: Joseph Clark
Telephone 212-941-4439
Fax 212-343-1079
jhclark@wilmingtontrust.com