

Term Sheet for Amendments to

HorizonTahoe Ground Leases

Terms Affecting the Horizon Tahoe and Horizon Parking Garage Leases

<p>Structure of Transaction for New Lessee (as hereinafter defined) to become the successor Tenant, with Tropicana having no further obligations:</p>	<p>The assignment to a New Lessee will be effectuated in a manner and over a time period which provides for continuous operation of non-restricted gaming at the Horizon, subject to approval of the Nevada gaming authorities. If the structure suggested below is acceptable to the Nevada gaming authorities, it will be acceptable to Park Cattle.</p> <ol style="list-style-type: none">1. Tropicana and Park Cattle shall amend the existing Horizon Leases, including Exhibits M and N to the Stipulation for Entry of Judgment dated April 2, 2008 (collectively, the "<u>Horizon Leases</u>"), to exclude from the premises demised thereunder (the "<u>Horizon Premises</u>") the casino and all areas of the premises related to the Casino Operations, as hereinafter defined, (such areas being referred to as the "Casino Area").2. Tropicana shall then assume the Horizon Leases and assign them to Lake Tahoe Realty I, LLC (the "<u>New Lessee</u>"), a new Nevada limited liability company owned by Wimar Tahoe Corporation (f/k/a Tropicana Casinos and Resorts, Inc.; "Wimar"), which is owned and controlled by William J. Yung ("<u>Yung</u>"), with the Horizon Leases to be free and clear of all mortgages, liens, claims, encumbrances, and other interests. Park Cattle shall consent to such assumption and assignment and release Tropicana from all obligations under the Horizon Leases upon such assignment. The assignment to the New Lessee shall become effective on the date (the "Effective Date") that is the later of (i) the first day of the first month after the Bankruptcy Court's order approving the assumption and assignment becomes final (the "Final Order Date"), or (ii) the date that is 30 days following the Final Order Date. Thereafter, the New Lessee shall be responsible for (i) all of the tenant's current obligations under the Horizon Leases arising thereafter, financial and otherwise, including the full amount of the rent due under the Horizon Leases, with the only exception being the operation of the Casino Area (which shall have been previously excluded from the Horizon Leases), and (ii) the operation of the garage, the hotel and the food and beverage operations at the Horizon arising thereafter, including all obligations to hotel employees and hotel vendors (collectively, the "<u>Hotel Operations</u>"); provided, that New Lessee may enter into a management agreement with Columbia Sussex Corporation ("<u>CSC</u>") to manage the Hotel Operations, and Park Cattle shall consent thereto. As part of such assumption and assignment, Tropicana shall convey, and the New Lessee shall acquire, all of the personal property associated with the Hotel Operations, including but not limited to all computer systems and software, and all other furniture, fixtures, and equipment, without further consideration, with such property to be free and clear of all liens, claims, encumbrances, and other interests, except for the ownership interest of any lessors under any equipment leases related thereto. Such assumption and assignment between Tropicana and the New Lessee would also include such other assignment and transfer provisions pertaining to the Hotel
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Operations such as an assignment of service contracts and bill of sale for the personal property to be acquired by the New Lessee. Tropicana and the New Lessee shall work together cooperatively to transition the Hotel Operations to the New Lessee or CSC and to provide to the New Lessee or CSC such information as may be necessary for the New Lessee or CSC to operate and maintain the condition of the property as more fully discussed below. No later than the first business day following the Final Order Date, Tropicana shall provide WARN notices (and such other notices as may be required under applicable law), on its own behalf and as an agent of the New Lessee notifying all hotel employees, that their employment will be terminated not less than 60 days after receipt of notice (or such longer period as may be required by WARN or other applicable law). The notice shall be in such form as may be reasonably agreed to by the New Lessee and Tropicana. In the event the applicable time period required under WARN (or other applicable law) has not expired by the Effective Date, New Lessee shall assume all remaining obligations and liabilities under WARN (and similar applicable law) with respect to the hotel employees and shall further indemnify Tropicana in the event New Lessee fails to assume the employment-related obligations and liabilities as required under this paragraph.

3. In connection with the assumption and assignment of the Horizon Leases to the New Lessee, but in no event later than the Effective Date, the New Lessee shall designate a casino operator (the "Designated Casino Operator") reasonably acceptable to Park Cattle (which Designated Casino Operator shall, at a minimum, hold an existing gaming license within Nevada), which Designated Casino Operator may sublease the Casino Area or be engaged by the New Lessee to manage the casino. The Designated Casino Operator may be LV Casino, LLC.

4. On the Effective Date, in order to provide the Designated Casino Operator sufficient time to obtain its gaming license for the Casino Area, and as an accommodation to Park Cattle, Tropicana shall, subject to applicable gaming laws lease the Casino Area from Park Cattle for nominal rent (the "Interim Casino Lease"), which lease shall be on such terms as are reasonably acceptable to Tropicana and Park Cattle. Tropicana, the New Lessee, and Park Cattle shall work together cooperatively to transition the Casino Operations as provided hereunder, including providing such access and such easements as may be reasonably necessary to ensure continuous Casino Operations. The Designated Casino Operator for the Casino Area shall diligently pursue in good faith obtaining its license and shall file the appropriate applications to obtain such license no later than 21 days following its designation. The term of the Interim Casino Lease shall expire on the scheduled drop time on the morning after the date which is the earlier of (i) 120 days, plus up to two additional 60 day periods (in the event the licensing process is not completed within such initial 120 day period or the first 60 day extension period notwithstanding the Designated Casino Operator's good faith and diligent efforts in obtaining its license), in order to (a) provide the Designated Casino Operator additional time to receive the gaming license in the event the Designated Casino Operator has not yet received a gaming license or (b) provide additional time for an Alternate Casino

Operator, as hereafter defined, to be appointed and to obtain such a gaming license in the event the initial Designated Casino Operator is denied a license or withdraws its application, and (ii) the date that either the Designated Casino Operator or the Alternate Casino Operator, as defined below, obtains a gaming license to operate the Casino Area (the "Interim Expiration Date"). During the period of the Interim Casino Lease, the Casino Area shall be operated and shall be maintained in a decent, safe, sanitary condition and in accordance with all laws. In the event L.V Casino, LLC is the Designated Casino Operator and has not obtained its license within 90 days after the commencement of the Interim Casino Lease (the "90 Day Period") and it appears that the license will not be obtained within 30 days thereafter, which is by 120 days after the commencement of the Interim Casino Lease, within 10 business days after the 90 Day Period (the "New Lessee Appointment Period"), New Lessee may appoint an alternate Designated Casino Operator, and, if New Lessee fails to do so, within 10 business days after the New Lessee Appointment Period (the "Park Cattle Appointment Period"), Park Cattle may appoint an alternate Designated Casino Operator. At the conclusion of the Park Cattle Appointment Period, if no Alternate Casino Operator has been appointed, Tropicana may appoint an alternate Designated Casino Operator. The alternate Designated Casino Operator appointed by New Lessee, Park Cattle, or Tropicana shall be referred to as the "Alternate Casino Operator"). At any time determined to be appropriate by Tropicana or (if Tropicana has not then made such determination) at such time as requested by the Designated Casino Operator or Alternate Casino Operator (as the case may be), Tropicana shall provide WARN notices (and such other notices as may be required under applicable law), on its own behalf and as an agent of the Designated Casino Operator or Alternate Casino Operator (as the case may be), notifying all casino employees, that their employment will be terminated not less than 60 days after receipt of notice (or such longer period as may be required by WARN or other applicable law). If the notice is given at such time as requested by the Designated Casino Operator or Alternate Casino Operator (as the case may be), the notice shall be in such form as may be reasonably agreed to by the Designated Casino Operator or Alternate Casino Operator (as the case may be) and Tropicana. In the event the applicable time period required under WARN (or other applicable law) has not expired by the Interim Expiration Date, New Lessee shall assume all remaining obligations and liabilities under WARN (and similar applicable law) with respect to the casino employees and shall further indemnify Tropicana in the event the Designated Casino Operator or the Alternate Casino Operator (as the case may be) designated by New Lessee or Tropicana fails to assume the employment-related obligations and liabilities as required under this paragraph.

5. On the Interim Expiration Date, the Interim Casino Lease shall automatically terminate, subject to Tropicana's right to extend for compliance with WARN (or other applicable law) as provided in Paragraph 6 below, and, if the Designated Casino Operator or Alternate Casino Operator (as the case may be) has been

licensed, in whatever manner is required by the Nevada Gaming authorities, Park Cattle shall lease the Casino Area to (i) the New Lessee if the Designated Casino Operator is the one designated by New Lessee or the Alternate Casino Operator designated by New Lessee; or (ii) the Alternate Casino Operator designated by Tropicana, in either case for nominal rent and for a term coextensive with the Horizon Leases under the Stipulated Judgment, as defined herein, provided, however, that in any event, the Designated Casino Operator or the Alternate Casino Operator (as the case may be) shall be required to operate the Casino Area in accordance with applicable gaming laws and otherwise so as to require a non-restricted gaming license, and shall be required to operate the casino with not more than 200 gaming positions (the "Casino Operations"). In this regard, Park Cattle and New Lessee also acknowledge that Tropicana shall have the right, but not the obligation, to reduce its gaming positions at the Horizon to no less than 200 gaming positions at any time following the Effective Date and during the period prior to the Interim Expiration Date. Further, the Hotel Operations and the Casino Operations shall be continuously operated 24 hours a day, 365 days a year. In the event Park Cattle does not directly lease to the Designated Casino Operator, and instead leases to the New Lessee, Park Cattle shall consent to a sublease or management agreement between the New Lessee, LV Casino, LLC and/or the Designated Casino Operator or the Alternate Casino Operator. In the event Park Cattle designates the Alternate Casino Operator, Tropicana will work with Park Cattle in good faith to allow an increase in gaming positions over the maximum amount set forth above to the extent Park Cattle needs an increase in gaming positions in order to attract a qualified Alternate Casino Operator to manage the Casino Operations. In the event Park Cattle designates the Alternate Casino Operator, then the Casino Operations shall be transferred to Park Cattle as provided in Paragraph 6 below, and the Alternate Casino Operator will be responsible to Park Cattle, and Park Cattle will be responsible for contracting with the Alternate Casino Operator and otherwise ensuring that the Alternate Casino Operator complies with any of the provisions of this Term Sheet which are applicable to such Alternate Casino Operator.

6. On the Interim Expiration Date, subject to applicable gaming laws, Tropicana shall convey to Park Cattle and Park Cattle shall acquire, without further consideration, such of the personal property associated with the Casino Operations, including but not limited to all general intangibles (excluding the Horizon trademarks and trade names), gaming equipment, computer systems, and software, including the casino management system currently in place (which is believed to be Oasis by Aristocrat), and all other furniture, fixtures, and equipment, as designated by Park Cattle, with such property to be free and clear of all liens, claims, encumbrances, and other interests, except for the ownership interest of any lessors under any equipment leases related thereto. If the Designated Casino Operator or Alternate Casino Operator (as the case may be) has not received a gaming license, the Casino Operations shall be transferred to Park Cattle on the Interim Expiration Date. There will be customary prorations and working capital adjustments as between Tropicana and the Designated Casino Operator or the Alternate Casino Operator (as the case may be) to reflect the transfer of such operations, as long as operations may lawfully continue,

	<p>along with customary transfer documents such as a bill of sale and assignment and assumption of contracts, licenses, etc. (in each case to the extent transferable); provided, however, that Tropicana shall have the right to postpone the Interim Expiration Date in order to provide sufficient time to comply with WARN (and other applicable law), with respect to the termination of the casino employees. If the Designated Casino Operator or Alternate Casino Operator appointed by New Lessee or Tropicana has received the gaming license, then Park Cattle shall lease and license such property to the Designated Casino Operator or the Alternate Casino Operator (as the case may be) for a term coextensive with the Casino Lease and for nominal rent. The Designated Casino Operator or the Alternate Casino Operator appointed by New Lessee or Tropicana (as the case may be) shall be responsible for repairs and maintenance of such property. With regard to the gaming positions, Park Cattle shall have the right to retain equipment up to 200 positions, including slot machines and/or table games, and Park Cattle, New Lessee, and Tropicana will mutually agree on the 200 positions to be left at the Horizon.</p> <p>7. As part of the transfer of the Hotel Operations and Casino Operations to the New Lessee and the Designated Casino Operator or Alternate Casino Operator (as the case may be), there will need to be customary prorations and working capital adjustments to reflect the transfer of such operations, along with customary transfer documents such as a bill of sale and assignment and assumption of contracts, licenses, etc. (in each case, to the extent transferable).</p> <p>8. For a period co-extensive with the Leases, Tropicana will provide New Lessee with a royalty free license to use the Horizon name and trademarks.</p>
<p>Condition of Property, Repair and Maintenance:</p>	<p>1. The New Lessee shall occupy the Horizon Premises in accordance with the Stipulation for Entry of Judgment dated April 2, 2008 (the "<u>Stipulated Judgment</u>"), and the Horizon Leases. In this regard, the New Lessee shall correct deficiencies on the Horizon Premises identified by Park Cattle (the "Deficiencies") as set forth on Schedule 1 (which is attached hereto and incorporated herein and which will be attached to the definitive agreement for the transaction) within a mutually agreeable timeframe and no later than March 31, 2011. However, Park Cattle shall give the New Lessee a credit against its rent payments under the Horizon Leases for third-party expenses, if pre-approved by Park Cattle and actually paid by the New Lessee, for mold remediation (with such mold remediation work to address interior and exterior conditions) in connection with the Aspen Tower pursuant to the recommendations of Exponent and Wiss, Janney, Elster & Associates ("<u>WJE</u>"). The Aspen Tower shall reopen and remain open until termination of the Horizon Leases after completion of the remediation.</p> <p>2. Park Cattle shall also give the New Lessee a credit against its rent payments under the Horizon Leases for third-party expenses, if pre-approved by Park Cattle and actually paid by the New Lessee, for repairs to the parking garage pursuant to the recommendations of WJE following its review of Tahoe Horizon's consultant's analysis of the condition of the parking garage.</p>

For the Aspen Tower mold remediation and garage work described in Paragraphs 1 and 2 above, New Lessee shall use qualified, bonded (with the Contractor's Board), licensed, independent third-party contractors, and such work shall begin immediately upon assignment of the Horizon Leases and shall continue without interruption on a consistent, regular, and full-time basis until completed, which is expected to be in October 2009 if feasible, and, if not feasible, as soon thereafter as reasonably practicable.

3. The New Lessee shall provide a security deposit of \$250,000 for repair and maintenance and capital expenditures, which Park Cattle shall hold as security for the New Lessee's obligations in that regard under the Horizon Leases. Any unused portion of the security deposit will be refunded at the end of the term of the Horizon Leases. If the New Lessee fails to maintain the Horizon Premises in accord with the Horizon Leases and/or if New Lessee fails to correct the Deficiencies, Park Cattle may use the security deposit to do the work at its option. Upon such use by Park Cattle, the New Lessee shall immediately replenish the security deposit so that a balance of \$250,000 is always maintained.

4. The New Lessee shall also pre-fund on a monthly basis into a segregated account a repair and maintenance and capital expenditure reserve of \$25,000 per month (and shall provide proof of such funding to Park Cattle concurrent with such funding), which the New Lessee shall use for all corrective work in progress (as identified on Schedule 1), as well as repair and maintenance and all other work which is necessary to maintain the premises in a safe, decent, and sanitary manner and in accordance with law, exclusive of the mold remediation and garage repairs described above. In order to assist in determining the New Lessee's compliance with section 1, 2, and 3 above, and this section, the New Lessee shall provide to Park Cattle on an ongoing basis, and in any event within ten (10) days of a written request by Park Cattle, any documents that relate to the existence or correction of the Deficiencies, including, without limitation, the remediation of mold in the Aspen Tower and repairs to the parking garage, and any other items set forth in this Paragraph 4.

5. Failure to pay the security deposit, replenish the security deposit, or fund the monthly reserve, shall constitute an "Operations Default" under the Stipulated Judgment.

6. If the Horizon Leases are terminated for any reason, including by expiration of the Leases by their own terms, subject to applicable gaming laws, New Lessee shall convey to Park Cattle and Park Cattle shall acquire, without further consideration, all personal property associated with the Horizon Premises, including but not limited to all general intangibles, trademarks, trade names, other than the Horizon trademarks and trade names, gaming equipment, computer systems and software, and all other furniture, fixtures, and equipment, with such property to be free and clear of all liens, claims, encumbrances, and other interests except for the ownership interest of any lessors under any equipment leases related thereto. The New Lessee shall not remove the property and, further, shall maintain it in good working order, reasonable wear and tear excepted.

7. As long as Park Cattle is paid in accordance with the Stipulated Judgment, it

	<p>will not deliver any Demolition Notices under Section 5(a) of the Stipulated Judgment.</p> <p>8. Tropicana shall make available to the New Lessee at the premises any personnel with knowledge of the matters described above for consultation or meetings, without further consideration; provided, however, that such requests are reasonable as to notice, timing, and frequency, and that the New Lessee reimburses MontBleu and its employees for out-of-pocket expenses.</p>
Guaranty:	<p>Yung, Wimar, and CSC shall re-affirm (i) their Guaranty under the Stipulated Judgment with respect to the Horizon Leases (and the Guaranty shall terminate with respect to MontBleu), (ii) their Indemnity Agreement under the Stipulated Judgment with respect to the Horizon Leases (and the Indemnity Agreement shall terminate with respect to MontBleu for matters arising after such re-affirmation), and (iii) their Representations and Warranties in Section 11 of the Stipulated Judgment, with conforming updates.</p>
Additional Terms:	<p>Yung, Columbia Sussex, Wimar, and Park Cattle acknowledge that this structure will fulfill the requirements of Paragraph 7 of the Stipulated Judgment, however, the requirements of Paragraph 7 of the Stipulated Judgment remain applicable unless Park Cattle appoints the Alternate Casino Operator; provided, that if a Designated Casino Operator other than LV Casino, LLC, or an Alternate Casino Operator appointed by New Lessee or Tropicana operates the Casino Area, and if it violates any of the requirements of Paragraph 7(a), such Designated Casino Operator or Alternate Casino Operator shall be subject to removal and replacement within 120 days and such violation shall not give rise to remedies under the Stipulated Judgment.</p> <p>The parties shall structure the lease amendments/assignments to the Horizon Leases and the MontBleu Lease (the "Lease Amendments") so that each only becomes effective if the other becomes effective.</p> <p>2008 audited financial statements for (i) Tropicana Entertainment, LLC ("<u>TE</u>") shall be delivered by Tropicana, and (ii) Tropicana Casinos and Resorts, Inc. ("<u>Wimar</u>") and Columbia Sussex Corp ("<u>CSC</u>") shall be delivered by Yung and Columbia Sussex Corp. ("<u>CSC</u>"), in each case no later than May 31, 2009 (i.e., a 31-day extension).</p> <p>Upon the Lease Amendments becoming effective, TE and all of its affiliates shall be released from all of its obligations under the terms of the Stipulated Judgment.</p> <p>The foregoing agreements shall be documented, with lease amendments and such other documents as are necessary, and shall be subject to approval by the Bankruptcy Court, and incorporated into the OpCo Debtors' plan of reorganization. In addition, appropriate filings will be made with the Ninth Judicial District Court, Douglas County, Nevada.</p>

REVIEWED, APPROVED AND AGREED:

DATED: April 17, 2009.

PARK CATTLE CO.
Now known as EDGEWOOD COMPANIES

By Gordon H. DePaoli
Authorized Representative

DATED: _____, 2009.

TROPICANA ENTERTAINMENT, LLC
And Related entities

By _____
Authorized Representative

DATED: _____, 2009.

WIMAR TAHOE CORPORATION
COLUMBIA SUSSEX CORPORATION
WILLIAM J. YUNG

By _____
Authorized Representative

REVIEWED, APPROVED AND AGREED:

DATED: _____, 2009.

PARK CATTLE CO.
Now known as EDGEWOOD COMPANIES

By _____
Authorized Representative

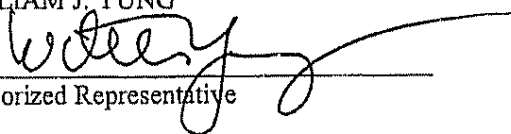
DATED: _____, 2009.

TROPICANA ENTERTAINMENT, LLC
And Related entities

By _____
Authorized Representative

DATED: _____, 2009.

WIMAR TAHOE CORPORATION
COLUMBIA SUSSEX CORPORATION
WILLIAM J. YUNG

By 
Authorized Representative

SCHEDULE 1

HORIZON DEFICIENCY LIST

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
A.1	HVAC	Asbestos Abatement in Plenum Spaces	Friable asbestos containing and presumed asbestos containing materials in return air plenums, air handling unit mechanical rooms, and air pathways should be abated and/or managed in compliance with applicable law and consistent with Wise Consulting's Asbestos Management Plan under the direction of licensed asbestos professionals.
A.2	HVAC	Life Safety	Correct deficiencies as noted in June 18, 2007 expert report of Michael Lucas, Alfatech, at section VI. A ("Alfatech Mechanical Report"), incorporated by reference.
A.3	HVAC	Refrigerant Exhaust	Install code compliant refrigerant exhaust.
A.4	HVAC	Outside Air	Code compliant ventilation, outside air, and/or exhaust should be provided to housekeeping, laundry room, employee break room, central plant and other areas as needed. Replace damaged and leaking ductwork throughout property.
A.5	HVAC	Fan Coil Units	Provide existing fan coil units with code compliant outside air and return ductwork. Item to be removed from Schedule.
A.6	HVAC	Cooling Towers	Provide automatic water treatment system to prevent bacterial growth and scaling in basin and surfaces exposed to water. Secure towers with code compliant clamps. Install code required backflow preventors on water make up lines.
A.7	HVAC	Backflow Prevention	Install backflow preventor at the make up water system for the steam to water heat exchanger. Install backflow preventor at the make up water system to the heat exchanger for space heating and cooling tower.

¹ Tracking numbers follow numbering system in Park Cattle's October 13, 2008, correspondence and master Horizon spreadsheet (incorporated by this reference). Tracking numbers are for identification purposes.

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
A.8	HVAC	Central Plant Combustion / Exhaust System	Provide code required louvers for combustion and make up and ventilation air in central plant. Install code compliant mechanical exhaust system.
A.9	Plumbing	Plumbing	Repair or replace leaking plumbing throughout property. Garden hoses and drain pans should be replaced with code compliant condensate lines.
A.10	Plumbing	Plumbing/Piping Supports	Provide code compliant plumbing and piping supports. Install code compliant valving assembly in the cross connection between the fire sprinkler system (non-potable) and cold water building service (potable). Replaced corroded domestic water piping.
A.11	Plumbing	Main Kitchen	Modify gas piping supply in kitchen areas so shutoff valves are easily accessible. Install additional and code compliant piping supports on gas lines. Install dielectric coupling between two dissimilar material piping connections.
A.12	HVAC	Unit AC-6 Arcade	Replace heating coil and controls.
A.13	HVAC	Unit AC-14	Replace heating coil and controls. Complete; to be removed from Schedule.
A.14	HVAC	Unit AC-15	Replace heating coil and controls. Complete; to be removed from Schedule.
A.15	HVAC	Unit AC-16	Replace heating coil and controls. Complete; to be removed from Schedule.
A.16	HVAC	Unit AC-17	Replace heating coil and controls. Complete; to be removed from Schedule.
A.17	HVAC	Unit AC-18	Replace heating coil and controls.
A.18	HVAC	Unit AC-21	Replace heating coil and controls.

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
A.19	HVAC	Unit AC-22	Replace heating coil and controls.
A.20	HVAC	Unit HV-2	Replace heating coil and controls.
A.21	HVAC	Unit HV-3	Replace heating coil and controls.
A.22	HVAC	Unit MZ-2	Replace heating coil and controls.
A.23	HVAC	Unit MZ-9	Replace inside air dampers.
A.24	HVAC	Unit MZ-11	Replace heating coil and controls.
A.25	HVAC	Unit MZ-12	Replace cooling coil.
A.26	HVAC	Unit MZ-15	Replace heating coil and controls. Complete; to be removed from Schedule.
A.27	HVAC	Unit MZ-16	Replace heating coil and controls.
A.28	HVAC	Boiler Stack #1	Replace number 1 boiler stack. Complete; to be removed from Schedule.
B.1	Electrical	Main Switchboard	Perform field maintenance of the switchboard in accordance with NFPA 70B and NETA maintenance testing specifications (results of this testing may necessitate equipment replacement). Replace each circuit breaker to the extent that trip test is failed. Provide ground fault sensing. Perform field testing of the switchboard structure. Replace any parts including connections and insulators. Set trip units for each circuit breaker in all switchboards based on results of the coordination study. Remove the switchboard from service and tighten all connections. Clean interior and all bussing. Provide permanent wiring to transformer vault fan.
B.2	Electrical	Emergency Lighting	Replace all exit signs with newer LED type. This will provide a long-life, life safety, energy efficient solution. Test the complete emergency egress lighting system for adequate illumination of the egress pathways. Code requirement is one (1) foot-candle minimum at floor level. Supplement existing emergency lighting with additional emergency fixtures to provide 1 foot-candle minimum of

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			floor level illumination. Replace UPS systems serving casino floor emergency lighting. Provide low-level exit signs in hotel guest corridors.
B.3	Electrical	Emergency Generators	Engage the services of a factory authorized testing firm for engine and system testing. Provide testing of the new generator in the presence of the Authority Having Jurisdiction (AHJ) per NEC 700-4 (a). This could be the Douglas County Fire Marshall. Provide separate transfer switches for any load not classified as emergency under as required by the 1999 NEC 700-6(d). Provide separately derived grounding system for generator (4-pole ATS). Test ground resistance. Provide spare parts for all components subject to failure. Test all transfer switches. Reset all adjustment timing features. Provide complete remote supervision of systems operating parameters including failure of radiator fans, pumps, and local unit heater. Remove all foreign material and abandoned equipment from the generator room. Update operating instructions and train personnel to respond to events requiring manual intervention. Provide permanent marking of all emergency equipment including enclosures, junction boxes, and panelboards as a component of the emergency system.
B.4	Electrical	Fire Alarm Devices	Perform complete system testing in accordance with NFPA 72. Conduct field service of each audible and visual indicating device. Test for adequate audible coverage of voice evacuation signals throughout the casino/hotel. This includes testing for audibility of alarms in the guest rooms, as well as back-of-house spaces. Adjust mounting height of pull stations to meet code. Test all 120 volt local guest room smoke detectors. Replace all internal batteries. Provide visual strobe alarm devices in all areas as required by ADA. Replace all open wiring with wiring in conduit or alternatively provide plenum rated cable supported independently from all other systems. Verify the integrity of fire stopping throughout the facility. All penetrations through fire rated floors and partitions should have UL listed fire stopping means and methods.
B.5	Electrical	Fire Alarm and Control Systems	Test for supervision of all devices from the FACP including fire pumps, emergency generator, and kitchen extinguishing systems. Perform complete system testing in accordance with NFPA 72. Provide commissioning report for the complete fire alarm system including witness testing by the fire marshal. Test all features of the life safety fan control system. Verify system alarms are properly

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			recorded for the fire pump, emergency generator, kitchen extinguishing systems, and elevators. Activation of the kitchen hood fire extinguishing system should cause shunt tripping of all electrical devices within the hood area. Record and verify voltage drop readings are acceptable for the fire pump. Provide visual alarms using ADA compliant strobes. Test each addressable device for proper operation. This includes pull stations and smoke detectors.
B.6	Electrical	Service Entry Busways	Perform field maintenance of the service entrance busways in accordance with NFPA 70B and NETA Maintenance Testing Specifications (results of this testing may necessitate equipment replacement). Provide insulation resistance testing of the service entrance busways. Remove the busway from service and tighten connections to rated torque values. Remove plywood bridge from busways.
B.7	Electrical	Equipment Ground Bonding	Perform field maintenance of the equipment bonding and grounding system in accordance with NFPA 70B and NETA Maintenance Testing Specifications (results of this testing may necessitate equipment replacement). Verify proper bonding of all non-current carrying enclosures and systems. Provide grounding connections where none can be verified. Confirm proper grounding of all motor frames. Test and confirm continuity of grounding to each motor, lighting fixture, and appliance. Confirm bonding to gas piping. Confirm bonding to air ducts and other piping systems. Verify continuity of the equipment grounding conductor for all circuits.
B.8	Electrical	Raceway Systems	Correct all raceway support and continuity deficiencies. Remove all abandoned raceways. Provide support of all raceways per code. Replace all PVC conduit with metal conduit. Test continuity of each raceway. Replace all raceways not electrically continuous. Label all junction boxes. Provide adequate fire stopping of all cable and raceway penetrations through fire rated partitions.
B.9	Electrical	Wiring Devices	Perform field maintenance of wiring devices in accordance with NFPA 70B (results of this testing may necessitate equipment replacement). Test all wiring devices for conductor continuity and grounding.
B.10	Electrical	Switches and Receptacles	This including switches and receptacles. Examine all devices for visible wear and deterioration. Provide ground fault circuit

TRACKING ⁱ	CATEGORY	DEFICIENCY	REQUIRED ACTION
			interrupters (GFCI) for all circuits required by code including all bathroom, rooftop, and kitchen area receptacles. Provide receptacles within 25 feet of rooftop HVAC equipment. Provide GFCI receptacles in all guest bathrooms. Provide ADA compliant receptacle mounting height of 15 inches minimum. Device cover plates should be replaced where cracked or damaged.
B.11	Electrical	Wiring Systems	Re-torque conductor connections to critical circuit breakers throughout the facility. Follow manufactures recommendations for ft-lb ratings. Correct all terminations where conductor insulation has been stripped more than allowable by code. Where multiple conductors terminate to a single device provide device with listing for multiple terminations. Provide adequate and independent support of all low voltage wiring systems. Remove and replace all open wiring in air plenum spaces not having listed plenum rated insulation with plenum rated cable insulation or alternatively install wiring in conduit. Provide adequate wire management, using conduit or other code approved means, for all systems. Where raceway or junction box fill exceeds code allowable limits, provide supplementary raceways to relieve the congestion and overfill.
B.12	Electrical	Panel Boards	Perform field maintenance of panelboards in accordance with NFPA 70B and NETA Maintenance Testing Specifications (results of this testing may necessitate equipment replacement). Clean interiors of all distribution panels, panelboards, and transformers. Test and calibrate trip units of critical circuit breakers. Balance loading on all power phases to within 15% of an equal balance condition (all three phases equally balanced). Tighten all bus connections. Provide insulation resistance test of all critical equipment. Provide permanent nameplates on all equipment indicating source. Color code red for emergency power service.
B.13	Electrical	Transformers	Perform field maintenance of transformers in accordance with NFPA 70B and NETA Maintenance Testing Specifications (results of this testing may necessitate equipment replacement). Clean interiors and exterior enclosure of all transformers. Tighten all connections. Provide permanent nameplates. Perform insulation resistance test (IR).
B.14	Electrical	Motor Control Centers	Perform field maintenance of MCC's in accordance with NFPA 70B and NETA Maintenance Testing Specifications (results of this testing may necessitate equipment replacement). Confirm size of

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			starter overload relays. Replace as required. Seal all unused penetrations and cutouts in MCC's. Clean MCC interiors, bussing, and re-tighten all connections to rated torque values. Replace burned out pilot lights. Provide permanent nameplates for all MCC's and starters. Test all capacitors and provide code compliant supports.
B.15	Electrical	Motor Disconnect Switches	Perform field maintenance of the switches in accordance with NFPA 70B and NETA Maintenance Testing Specifications (results of this testing may necessitate equipment replacement).
B.16	Electrical	Lighting Controls	Perform field maintenance of all control devices in accordance with NFPA 70B (results of this testing may necessitate equipment replacement). Repair or replace lighting controls as required. Adjust all controls to suit intended usage.
B.17	Electrical	Main Switchboard Surge Protection	Provide surge protection in the form of TVSS protection for each side of the double-ended switchboard. These devices should be located as close as possible to the switchboards.
C.1	Garage	Spalls of Precast Double-Tee Beams	<p>The poorly repaired overhead spalls pose a significant falling hazard and should be removed and properly repaired (including removal of loose concrete and prior patches, installation of new properly applied structural repair mortar, and fiberwrap) as soon as possible.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.2	Garage	Spalling of Columns	Poorly repaired or un-repaired overhead spalls pose a significant falling hazard and should be properly repaired (including removal of loose concrete and prior patches, severing of old connections,

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			<p>installation of new structural connections, and proper patching of the spalls) as soon as possible.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.3	Garage	Inadequate Drainage	<p>The drainage in the garage needs to be dramatically improved, particularly in the winter months. Drains should not discharge over the side of the garage. A river of ice should not run down through the garage during the winter. Large ponds of ice and water should not be allowed to form in the garage. All of these items create significant health and safety issues for the occupants of the garage.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.4	Garage	Cracking of Parapets and Planters	<p>The parapet caps pose a significant falling hazard that should be addressed immediately. Other items like the water infiltration of the planters, efflorescence, freeze-thaw damage, and blistering coatings</p>

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			<p>should be addressed over the next two or three years.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.5	Garage	Deteriorated Sealant and Joints	<p>Properly repairing the leaking joints around the stair towers will reduce the amount of water that gets into the garage, and will reduce hazards posed by ice accumulation.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.6	Garage	Cracking and Spalling of Corbels	<p>The corbels should be properly reconstructed with an engineered design, and the emergency shoring should be removed.</p> <p>Pending.</p>

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			<p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.7	Garage	Diagonal Cracking of Beams and Girders	<p>Diagonal cracking in precast beams and girders should be repaired via properly installed and inspected epoxy injection.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.8	Garage	Seismic Issues	<p>The seismic issues (short columns caused by the masonry parapets/guardrails and the fact that the stair towers have been cut free by AWT) need to be addressed.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and</p>

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
C.9	Garage	Deteriorated Below-Grade Waterproofing	Water infiltration into the garage needs to be halted. Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
C.10	Garage	Spalling of Precast Girders	Spalls should be properly repaired. Pending. Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
C.11	Garage	Poor Quality Repairs	Tahoe Horizon may consider putting AWT and FBA (and their insurers) on notice that their repairs are not working and are not performed properly, and demand that the poor workmanship and design be remedied.

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			<p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.12	Garage	Misc Cracking and Spalling of Concrete/Structure	<p>These are long-term maintenance item that need to be addressed over the next two to three years.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.13	Garage	Deterioration of Stair Towers	<p>This is a long-term maintenance item that needs to be addressed over the next two to three years.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's</p>

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.
C.14	Garage	Corrosion of Steel	<p>This is a long-term maintenance items that needs to be addressed over the next two to three years.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.15	Garage	General Lack of Upkeep.	<p>Remove ice and snow from occupied levels during the winter months.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.16	Garage	Freeze Thaw Damage to Concrete Roof Deck	This issue has been partially addressed by FBA and AWT. Any additional freeze-thaw damage will need to be addressed on a yearly

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			<p>basis.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
C.17	Garage	Chlorides	<p>By addressing the water infiltration issues above, the impact of chlorides will be mitigated to the extent possible.</p> <p>Pending.</p> <p>Awaiting Tenant's consultant's report relative to the garage deficiencies and response to Expert Report of Gary Searer and Terrence Paret dated June 19, 2007. Upon receipt of the Tenant's garage consultant's report, Tenant and Park Cattle will meet and confer in good faith to determine and agree upon a what work is reasonably necessary to correct the identified deficiency. Tenant will thereafter complete such work by December 31, 2011.</p>
D.1(a)	Exterior	Alpine Tower Balconies Deck Structural Repairs	Complete structural work on Alpine Tower balconies that began in Fall of 2008.
D.1	Exterior	Alpine Tower Balconies	Repair concrete masonry units where cracking or spalled.
D.2	Exterior	Deck Repair Alpine Tower Level 14	Please confirm what work is to be performed and how it relates to the general need for repairs on the Alpine Tower balconies.

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			Complete; to be removed from Schedule.
D.3	Exterior	Aspen Tower Exit Steps	Replace Aspen Tower exit steps. Complete; to be removed from Schedule.
D.4	Exterior	Alpine Tower Exterior Insulation Finish System	Conduct close inspections of EIFS surfaces and repair all defects on an annual basis. Institute annual inspection and maintenance program.
D.5	Exterior	Alpine Tower Glazing System-East Facade	All glazing gaskets in existing window system should be inspected on a bi-annual basis and appropriate repairs made.
D.6	Exterior	Aspen Tower Parapet Walls	Repair cracked and spalled parapet walls. Park Cattle acknowledges that this work is in process and will review the current status of the work as it proceeds. Complete; to be removed from Schedule.
D.7	Exterior	Aspen Tower Ledges	Water infiltration into the Aspen Tower through the balcony ledges, glazing systems, exterior ledges, or otherwise should be corrected in connection with the remediation of indoor mold growth in the Aspen Tower guest rooms and in accord with the recommendations of Wiss, Janney, Elstner & Associates. See item G.2.
D.8	Exterior	Aspen Tower Glazing Systems	Water infiltration into the Aspen Tower through the balcony ledges, glazing systems, exterior ledges, or otherwise should be corrected in connection with the remediation of indoor mold growth in the Aspen Tower guest rooms and in accord with the recommendations of Wiss, Janney, Elstner & Associates. See item G.2.
D.9	Exterior	Aspen Tower Exterior Ledges	Water infiltration into the Aspen Tower through the balcony ledges, glazing systems, exterior ledges, or otherwise should be corrected in connection with the remediation of indoor mold growth in the Aspen Tower guest rooms and in accord with the recommendations of Wiss, Janney, Elstner & Associates. See item G.2.
E.1	Elevators	Elevators-General	Tenant to maintain contract with Otis Elevator, or comparable elevator maintenance company, for regular elevator performance testing, preventative maintenance, repairs, and certifications.

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
F.2	Roofing	Roof Replacements	Tenant shall complete replacement of Porte Cochere roof; Tenant shall replace Alpine Tower mechanical penthouse roof.
F.3	Roofing	Drainage	Tenant to confirm that all roofs have adequate primary and secondary drainage and to install additional drainage as necessary; Tenant to inspect drains to confirm working order on a bi-annual basis.
F.4	Roofing	Parapet Repairs	When degraded concrete is repaired on the Aspen Tower parapets, as described above, portions of the adjacent roofing will be removed. Repair roofing at perimeter of tower parapets when concrete is repaired. Complete; to be removed from Schedule.
F.5	Roofing	Bi-Annual Inspections	Perform bi-annual (Fall and Spring) inspections to monitor condition of roofing systems and repair as needed.
G.2	Hygiene	Aspen Tower Guest Rooms	Mold growth in Aspen Tower guest rooms should be remediated in a manner that is consistent with the recommendations of Exponent and which addresses water infiltration in a manner that is consistent with the recommendations of Wiss, Janney, Elstner & Associates.
G.3	Hygiene	Alpine Tower Guest Rooms	Conduct regular visual inspections for the presence of mold growth and proliferation. Remediate mold growth in interior wall spaces as necessary in light of results visual inspection and air sampling.
G.4	Hygiene	Fan Coil Units	Partially dismantle and thoroughly clean all units. Remove foreign debris (e.g. towels, etc.). Replace filters as needed. Implement a regular maintenance and filter replacement program.
G.5	Hygiene	Back of House	Identify the source of water responsible for stains, distortions and mold growth and repair as necessary, correcting the root cause of damage. Remediate fungal/mold growth as necessary. Abate asbestos as necessary in connection with such repairs.
G.6	Hygiene	Air Handling Units	Clean soiling on interior surfaces and remediate fungal/mold growth. Replace filters as necessary. Implement a regular

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
			maintenance and filter replacement program.
G.7	Hygiene	Cooling Towers	Implement maintenance program that includes disinfecting cooling tower water and removing biological materials on a regular basis.
H.1	Hygiene	Alpine Tower Elevator Penthouse	This area contains friable Presumed Asbestos Containing Materials ("PACM") and poses a health and safety issue. Tahoe Horizon has not complied with applicable law regarding the presence and management of PACM and asbestos containing materials ("ACM"). There are no signs warning of the presence of PACM and/or ACM. Complete; to be removed from Schedule.
H.2	Hygiene	Facility Wide Asbestos Survey	Tenant has completed Horizon Casino Resort Asbestos Management Plan, Facility Wide Asbestos Survey, May 2008, Wise Consulting ("Asbestos Plan"), incorporated by this reference. All abatement, repair, and maintenance work to be conducted in accord with Asbestos Plan and pursuant to applicable law. Employees to receive appropriate training pursuant to the Asbestos Plan and applicable law.
H.3	Hygiene	Asbestos Remediation	PACM and ACM to be abated pursuant to the schedule prepared in connection with the Asbestos Plan
I.1	Fire Protection	Fire Life Safety Inspections	Arrangements should be made with the Fire Marshal, Tahoe Douglas Fire Protection District, for continued semi-annual inspections. Tenant will provide Park Cattle with two weeks advance written notice of any such inspections. Tenant to correct any fire life safety deficiencies at the Premises in accord with the Study of Fire Protection Capability at Lake Tahoe Horizon, March 20, 2009 (William A. Green) as adopted and implemented by the Tahoe Douglas Fire Protection District.
I.2	Misc.	Victaulic Couplings	Replace all corroded Victaulic couplings as necessary.
I.3	Misc.	Seismic Restraint	Install additional supports and/or seismic restraint to the existing fire protection piping per code requirements.

TRACKING ¹	CATEGORY	DEFICIENCY	REQUIRED ACTION
I.4	Misc.	Fan Rooms/Elevator Rooms	Tenant to correct any fire life safety deficiencies at the Premises in accord with the Study of Fire Protection Capability at Lake Tahoe Horizon, March 20, 2009 (William A. Green) as adopted and implemented by the Tahoe Douglas Fire Protection District.
I.5	Misc.	Ansul Fire System	Code upgrade. Please specify the exact nature of, and timing for, the work. Park Cattle acknowledges that this work is in process and will review the current status of the work as it proceeds. Complete; to be removed from Schedule.
I.6	Misc.	Theater Alarm System	Tie into building alarm. Please specify the exact nature of, and timing for, the work. Park Cattle acknowledges that this work is in process and will review the current status of the work as it proceeds. Complete; to be removed from Schedule.
I.7	Misc.	UPS Batteries	Replace 48 batteries. Please specify the exact nature of, and timing for, the work. Park Cattle acknowledges that this work is in process and will review the current status of the work as it proceeds. Complete; to be removed from Schedule.
I.8	Misc.	PBX System	Upgrade PBX equipment. Please specify the exact nature of, and timing for, the work. Complete; to be removed from Schedule.
J.1	Misc.	Micros System	Upgrade software. Please specify the exact nature of, and timing for, the work.. Item to be removed from Schedule.
J.2	Misc.	Alpine Tower Elevator Penthouse	The room below the Alpine elevator penthouse contains structural modifications to the overhead steel beams. Proper engineering should be confirmed and relevant documentation provided. Work should be done by December 31, 2011.
J.3	Misc.	Missing Cross Bracing	Missing cross bracing in casino catwalks should be identified and repaired. Alternatively, a structural engineer should confirm that current status is acceptable. Work should be done by December 31,

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			2011.
J.5	Misc.	Spalled Concrete on Generator Enclosure	The spalled concrete on the generator enclosure should be repaired. Structure should be evaluated pursuant to the recommendations in the May 8, 2005, Neil Moore Status Report obtained by Wimar/Tahoe Horizon.
J.6	Misc.	Exposed Structural Steel	Exposed structural steel (catwalks, central plant) should be fireproofed to the extent required by applicable law.
K.1	Misc.	Access to drawings, plans, specifications, etc.	Tenant to provide documents related to former, current, and planned repairs and maintenance upon request by Park Cattle. Obligation includes, without limitation, scope of work, drawings, schematics, plans, engineering reports, contracts, invoices, permit applications, permits, etc.
K.2	Misc.	Access to executed contracts for construction and related plans.	Tenant to provide documents related to former, current, and planned repairs and maintenance upon request by Park Cattle. Obligation includes, without limitation, scope of work, drawings, schematics, plans, engineering reports, contracts, invoices, permit applications, permits, etc.
K.3	Misc.	Proof of information transmitted to public agencies, proof of permits.	Tenant to provide documents related to former, current, and planned repairs and maintenance upon request by Park Cattle. Obligation includes, without limitation, scope of work, drawings, schematics, plans, engineering reports, contracts, invoices, permit applications, permits, etc.
L.1	Misc.	Hazardous combustibles in ceiling spaces	Remove hazardous combustibles in the ceiling spaces.